

Dated 14th August 2024 ⁵ ^{OK}

M D ONE LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

DEED

Under Section 106 of the Town & Country Planning Act 1990
relating to land at Hinchliffe Mill, Water Street,
Holmbridge, Holmfirth, HD9 2NX

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THIS AGREEMENT is made the 14th day of August 2024 S JAC

BETWEEN

- (1) **M D ONE LIMITED** (Company Registration Number 06892821) of The Round House, Hall Bower Lane, Huddersfield, HD4 6RN: (hereinafter called "the Owner") of the first part; and
- (2) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the Council") of the second part.

WHEREAS

- (A) The Council is the local planning authority pursuant to the 1990 Act for the Kirklees district within which the Site is situated and by whom the planning obligations in respect of the Site are enforceable.
- (B) The Owner is the freehold owner of the Site registered with title absolute at HM Land Registry with title numbers WYK750019 and WYK576546.
- (C) The Application was submitted to the Council on behalf of the Owner.
- (D) The Council's Strategic Planning Committee resolved to grant the Planning Permission on 8 December 2022.
- (E) By the provisions of section 106 of the 1990 Act any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land.
- (F) The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to secure the following in relation to the Development:-
 - (i) the need for a further viability review in order to determine whether the Development can viably contribute towards Affordable Housing, off-site public open space, sustainable travel measures and/or 10% (ten per cent) biodiversity net gain if certain pre-conditions are not satisfied.
 - (ii) the Managed Areas Scheme and the Drainage Management and Maintenance Scheme to secure appropriate management and maintenance of on-Site open space and any land not within the private curtilage of Dwellings or to be adopted

by other parties and of infrastructure including Drainage Infrastructure and internal roads until adoption by the local highway authority, including the establishment of a Management Company or Management Companies to secure the long-term maintenance and management of the Managed Areas and the Drainage Infrastructure unless (if applicable) formally adopted by Yorkshire Water and/or the local highway authority; and

- (iii) payment of the Biodiversity Contribution to ensure the Development achieves no net loss in biodiversity.

NOW IT IS HEREBY AGREED as follows:-

1. **INTERPRETATION**

- 1.1. In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this clause:-

"1990 Act"	means the Town and Country Planning Act 1990;
"Application"	means the full planning application for "Redevelopment and change of use of former mill site to form 19 residential units (within a Conservation Area)" which was submitted to and validated by the Council on 25 February 2021, and which was given the Council reference 2021/62/90800/W;
Commencement of Development"	means, save for the purposes of the Schedule 2, the date on which the Development commences 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 the term 'material operation' shall not include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental or archaeological investigation, site and soil surveys and surveys for assessing the purposes of ground conditions, making the ground good solid and safe following such investigations and surveys, any other works required in order to comply with any true

	pre-commencement condition attached to the Planning Permission, erection of contractors work compound, erection of site office, erection of temporary access and egress points and delivery, storage and parking areas and erection of fencing or other means of enclosure to the Site boundary and " Commence ", " Commences ", " Commencement " shall be construed accordingly;
" Development "	means the development of the Site pursuant to the Planning Permission;
" Dwellings "	means the residential units to be constructed as part of the Development and " Dwelling " shall be construed accordingly;
" Index "	means the Building Costs Information All-In Tender Price Index published by the Royal Institution of Chartered Surveyors;
" Index Linked "	means (where applicable) such increase on an annual basis or pro rata per diem from the date of this Deed to the date of payment based upon the Index last published before the date of the grant of Planning Permission or any publication substituted for it;
" Levy "	means a tax tariff or charge introduced by the Council pursuant to regulations made under the Planning Act 2008 including but not limited to the Community Infrastructure Levy Regulations 2010 (as amended) or any subsequent legislation to fund the delivery of infrastructure;
" NPPF "	means the National Planning Policy Framework (December 2023) published by the Department for Communities and Local Government (or any future guidance or initiative that replaces or supplements it);
" Occupation "	means the residential occupation of any Dwelling pursuant to the Planning Permission but not including occupation by a person or persons engaged in construction or fitting out or security operations and

	"Occupy" and "Occupied" shall be construed accordingly;
"Parties"	means the Council and the Owner;
"Planning Permission"	means the full planning permission which may be granted subject to conditions pursuant to the Application substantially in the form attached at Schedule 7;
"Practical Completion"	<p>means the date of issue of:</p> <p>(a) a certificate of practical completion in respect of the Development (or relevant part thereof) by an independent architect (who has previously signed and provided to the Council a declaration confirming their independence from One17 and the Developer and that they have no conflict of interest), or any other suitably qualified person authorised by the Owner and agreed with the Council; or</p> <p>(b) A completion certificate provided by Local Authority Building Control or an approved inspector;</p> <p>and "Practically Completed" shall be construed accordingly;</p>
"Site"	means the land at Hinchliffe Mill, Water Street, Holmbridge, Holmfirth, HD9 2NX which is outlined red on the plan entitled "Location Plan" with plan reference 3372 (OS) 01 which is attached at Schedule 1, and which is registered with title absolute at HM Land Registry with title numbers WYK750019 and WYK576546;
"Working Day"	means any day of the week other than Saturday Sunday or any bank or public holiday.

2. **CONSTRUCTION OF THIS DEED**

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their statutory functions.
- 2.6. In the event that an application is made in respect of the Development pursuant to section 73 of the 1990 Act (the "Section 73 Application") and planning permission is granted (whether or not on appeal) in respect of the Section 73 Application (the "Section 73 Permission") (and the Council is satisfied that no revised planning obligations are required as a result of the Section 73 Permission), then references to the 'Planning Permission' in this Deed shall be construed to include the Section 73 Permission and this Deed shall apply to and remain in full force in respect of that Section 73 Permission without the need for a further agreement to be entered into pursuant to section 106 or 106A of the 1990 Act.

3. **LEGAL BASIS**

- 3.1. This Deed is made pursuant to section 106 of the 1990 Act and to the extent that the covenants in this Deed are not made under section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed are planning obligations pursuant to section 106 of the 1990 Act which bind the Site and each and every part thereof as set out in Schedule 2 and are enforceable against the Owner and their successors in title by the Council in its capacity as local planning authority in respect of the Site.

4. **CONDITIONALITY**

- 4.1. This Deed shall take effect upon the date hereof but clause 5 shall be conditional upon the grant of the Planning Permission.

5. **THE OWNER'S COVENANTS**

- 5.1. The Owner covenants with the Council that the Site shall be subject to the restrictions and provisions set out in the Schedule 2, Schedule 3 Schedule 4 and Schedule 5.

6. **THE COUNCIL'S COVENANTS**

- 6.1. The Council covenants with the Owner to comply with the restrictions and provisions on its part as set out in the Schedule 6.

7. **MISCELLANEOUS**

- 7.1. Upon completion of this Deed the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of up to a maximum sum of £3,000 (three thousand pounds).
- 7.2. A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.3. This Deed shall be registrable as a local land charge by the Council.
- 7.4. The Parties agree with one another to act reasonably and in good faith in fulfilment of the objectives of this Deed and in particular where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by their Head of Planning and Development Management or any other officer exercising the functions of the Head of Planning and Development Management from time to time.
- 7.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires without having been implemented.
- 7.7. No person shall be liable for any breach which relates to any part of the Site in respect of which that person has had no interest since the date of this Deed.

7.8. No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site, or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date.

7.9. Subject always to clause 2.6 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission.

7.10. The obligations contained in this Deed shall not be binding on or enforceable against:

7.10.1. any owner, occupier, tenant of any of the Dwellings nor their mortgagee or chargee or any person deriving title from them;

7.10.2. any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge or security over the Site or over any part or parts thereof or Dwelling thereon unless (but subject always to the preceding and remaining provisions of this Deed) such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation relates;

7.10.3. any receiver, manager or administrative receiver appointed under any security documentation (including a mortgage or a charge) relating to the whole of the Site or any part or parts thereof or any Dwelling thereon or similarly any liquidator or administrator or housing administrator;

7.10.4. a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services; or

7.10.5. any owner, occupier or tenant of a Dwelling which is subject to a transfer pursuant to order of the courts; and

nor will it be enforceable against any person or body deriving title through any such person listed above.

8. **DISPUTES**

8.1. Where any of the Parties are in dispute or disagreement as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Deed or as to any other matter or thing arising out of or connected with this Deed or its meaning or construction then the Parties in dispute

shall use their reasonable endeavours to resolve the dispute or disagreement within 20 Working Days of the dispute or disagreement arising.

- 8.2. Failing the resolution of any such dispute or disagreement within the said 20 Working Days the dispute or disagreement may be referred for determination in accordance with the provisions of this clause 8 on the reference of either or any of the parties to the dispute or disagreement.
- 8.3. The dispute or disagreement shall be referred to the decision of a reputable Chartered Surveyor unconnected to any of the parties and qualified to deal with the subject matter of the dispute or disagreement who shall either be jointly appointed by the parties within a period of 10 Working Days following a failure of the parties to resolve the dispute or disagreement pursuant to clause 8.2 above or failing agreement on such nomination appointed by the President for the time being of the Royal Institution of Chartered Surveyors.
- 8.4. The determination of the independent Chartered Surveyor (including any determination as to the responsibility for payment of their costs and those of the parties) shall be final and binding upon the parties save in the event of manifest error.
- 8.5. The reference shall be deemed to be a reference to any expert (and not an arbitrator).
- 8.6. The terms of reference of the Chartered Surveyor as an expert shall include the following:
 - 8.6.1. they shall call for representations from all parties with 10 Working Days of a reference to them under this Deed and shall require the parties to exchange representations within this period;
 - 8.6.2. they shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause 8.6.1 above to make counter representations;
 - 8.6.3. any representations or counter representations received out of time shall be disregarded by the independent Chartered Surveyor;
 - 8.6.4. they shall provide the parties with a written decision (including their reasons) within 10 Working Days of the last date for receipt of counter-representations;
 - 8.6.5. they shall be entitled to call for such independent expert advice as they shall think fit; and

8.6.6. their costs those of the parties and the costs of any independent expert advice called for by the Chartered Surveyor shall be included in their award.

9. **COMMUNITY INFRASTRUCTURE LEVY**

9.1. If after the date of this Deed a Levy which is applicable to the Development is introduced or becomes effective, then the Owner is entitled to submit proposed variations to this Deed for the Council's consideration with the intent that the planning benefits secured by this Deed should continue to be secured and delivered by some means but ensuring neither Owner is in a financially worse position as a result of the Levy than they would be if they had performed the obligations in this Deed and no CIL had been introduced.

10. **NON-FETTER & WAIVER**

10.1. 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.

10.2. 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.

11. **VAT**

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

12. **COSTS**

12.1. 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.

12.2. The Owner will pay to the Council a monitoring fee in the sum of £5,000.00 (five thousand pounds) on or prior to the Commencement of Development to be used by the Council towards the costs of monitoring compliance with the terms of this Deed.

13. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the laws of England.

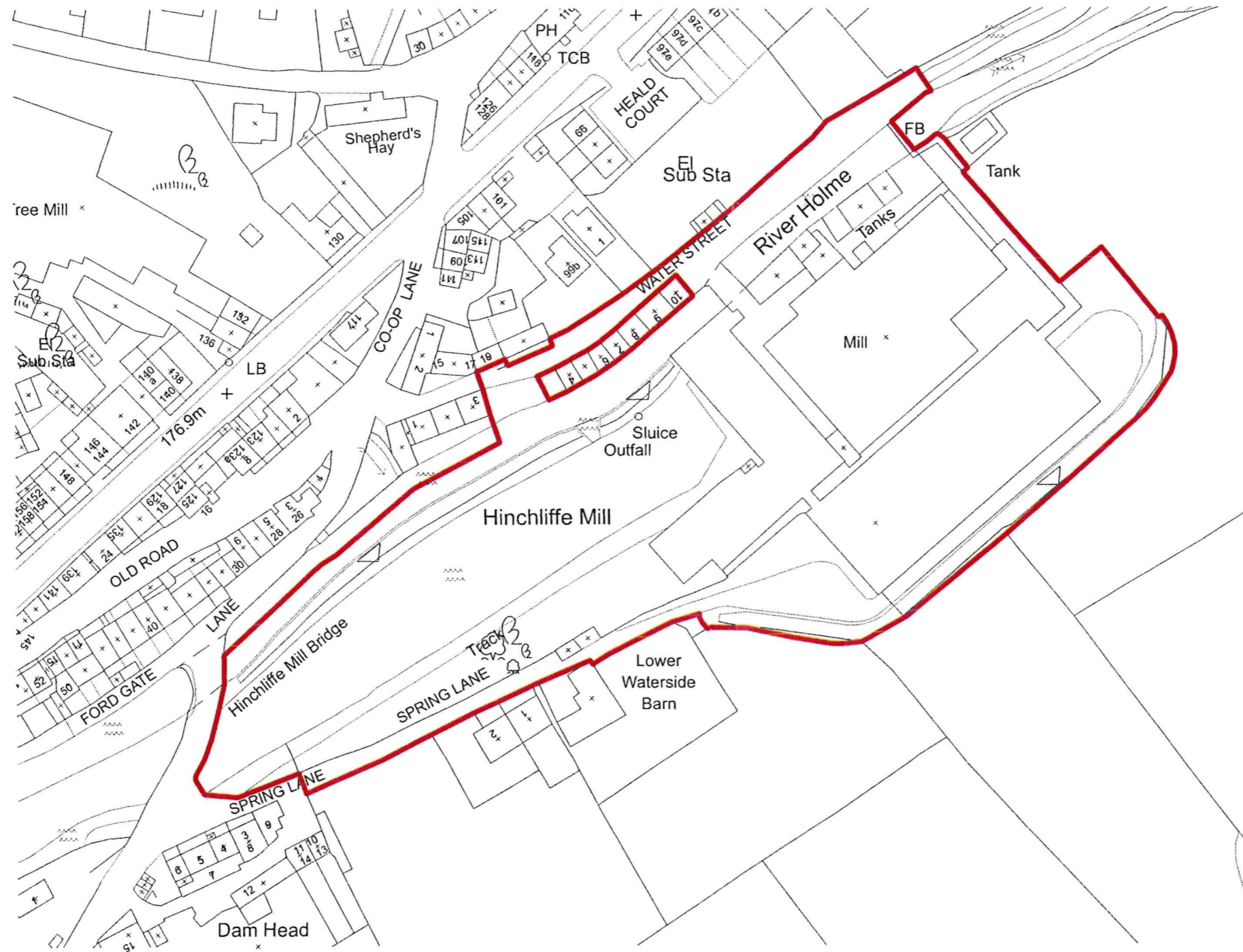
14. **DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

Schedule 1 – Location Plan identifying the site

Notes

Do not scale from drawing, use figured dimensions only
 All dimensions must be checked and verified on site prior to commencement of work and architect to be notified of any discrepancies
 This drawing is intended to permit overall scheme proposals only and cannot be used for construction purposes without further information



OS Location Plan 1:1250

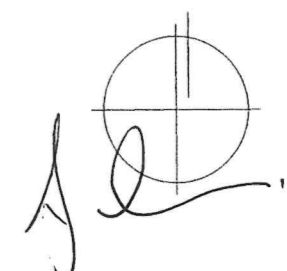
Rev	Drawn	Checked	Date

022338

[Signature]
 DEAN HOYLE

[Signature]
 MARK LEE

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Job Title
 Proposed Residential Development,
 Hinchliffe Mill, Holmfirth, HD9 2NX

Client
 Brantingham Homes
 Status Company
 AD

Drawing Scale @ A3
 OS Location Plan 1:1250

Date Drawn Checked
 Feb '21 FWG

Drawing No. Revision
 3372 (OS) 01

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Schedule 2 - Owner's Covenants - Viability Review Mechanism

1. ADDITIONAL DEFINITIONS

1.1. In this Schedule 2 (and this Deed as a whole) the following words and expressions shall unless the context requires otherwise have the meaning set out below:

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the NPPF;

"Commencement of Development" means (for the purposes of this Schedule 2 only) the date on which the Development lawfully commences by the occurrence of both the discharging of all Pre-Commencement Conditions and 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;

"Deferred Contribution" means a sum of money representing 75% (seventy-five per cent) of the profit generated by the development above the Profit Threshold which shall be agreed between the Owner and the Council as determined in accordance with this Schedule 2 or otherwise determined pursuant to clause 8 of this Deed in the absence of such agreement PROVIDED THAT such sum of money shall not in any circumstances exceed the Deferred Contribution Payment Cap;

"Deferred Contribution Payment Cap" means the sum of £558,890.60 (five hundred and fifty-eight thousand eight hundred and ninety pounds and sixty pence) Index Linked and to be calculated from the date of the Planning Permission;

"GDV" means the gross development value of the Development, assessed on the special assumption that the Development is complete on the date of the Revised Viability Assessment;

Kirklees Viability Guidance Note	means the Kirklees Viability Guidance Note dated June 2020 issued by the Council;
NPPG	means the National Planning Practice Guidance issued by the government;
“Pre-Commencement Conditions”	means conditions 4, 5, 10, 11, 12, 14, 19, 20, 21, 23, 26, 30, 31 & 34 of the Planning Permission;
“Profit Threshold”	means when profit on GDV exceeds 17.5% (seventeen and a half per cent);
“Revised Viability Assessment”	means a revised viability assessment prepared in connection with the Development carried out using the same methodology as that shown in the Viability Assessment and in accordance with the RICS Guidance and NPPG as well as the Kirklees Viability Guidance Note which will assess the viability of the Development on the Viability Review Date and take into account changes in revenues and costs since the date of 18 November 2022;
“RICS Guidance”	means the document published by the Royal Institution of Chartered Surveyors (RICS) titled “Assessing Viability in Planning under the National Planning Policy Framework 2019 for England (1 st Edition, March 2021 (effective from July 2021) or any RICS guidance which supplements or replaces this document from time to time;
“Specialist”	means a person chosen and appointed by the Council in accordance with their viability assessor tender framework, and whose appointment is subsequently agreed in writing by the Owner, to carry out an independent assessment of the Revised Viability Assessment in accordance with this Schedule 2, such person to be a member of the Royal Institution of Chartered Surveyors and to have at least ten years’ post qualification experience in undertaking and reviewing financial viability assessments such as the

Viability Assessment and the Revised Viability Assessment

PROVIDED THAT in the absence of written agreement from the Owner as to the appointment or suitability of the person proposed by the Council then such appointment may be referred to the president of the Royal Institution of Chartered Surveyors and their decision shall be final and binding on all parties (with the costs in relation to such determination being borne by the applicant);

“Viability Assessment”

Means the Robert Halstead Chartered Surveyors and Planners document entitled “Development Viability Appraisal: Planning Application for Residential Development at Former Hinchliffe Mill, Water Street, Holmbridge, HD9 2NX (Updated Nov 2022)” together with the independent reviews by CP Viability dated 11 February 2022 and 18 November 2022;

Viability Review Date

means the date of sale of 12 (twelve) Dwellings on the Site.

2. **VIABILITY REVIEW**

The Owner covenants with the Council as follows:

Submission of Revised Viability Assessment

- 2.1. In the event that either of the conditions set out in sub-paragraphs 2.2.1 and 2.2.2 of this Schedule 2 are not satisfied then the Owner shall submit a Revised Viability Assessment to the Council within 3 weeks of the occurrence of the Viability Review Date.
- 2.2. The conditions referred to in paragraph 2.1 above which must be satisfied are as follows:
 - 2.2.1. that the Commencement of Development (within the meaning of this Schedule 2) has occurred on or prior to the date being 12 months after the date of grant of the Planning Permission;

2.2.2. that a minimum of 10 (ten) Dwellings have been Practically Completed on or prior to the date which is 4 (four) years after the date of grant of the Planning Permission.

2.3. For the avoidance of doubt the satisfaction of both conditions set out in sub-paragraph 2.2.1 and sub-paragraph 2.2.2 of this Schedule 2 respectively shall mean that this Schedule 2 shall cease to have effect in its entirety and the Owner shall have no further liability hereunder.

Consideration and Approval of the Revised Viability Assessment by the Council

2.4. The procedure set out in the following paragraphs 2.5 to 2.12 of this Schedule 2 shall apply to any Revised Viability Assessment submitted to the Council by the Owner pursuant to paragraph 2.1 above.

2.5. The Owner shall give to the Council no less than 20 Working Days' notice of the date upon which it intends to submit the Revised Viability Assessment.

2.6. Within 30 (thirty) Working Days (or within such other time period that the Council may reasonably require, and which is agreed in writing between the Council and the Owner within the said 30 Working Day period) of the Council receiving from the Owner the Revised Viability Review the Council will either:

2.6.1. notify the Owner in writing of its approval to the Revised Viability Review;
or

2.6.2. notify the Owner that the Council shall commission an independent assessment of the Revised Viability Assessment by the Specialist and will provide a copy of the Specialist's report to the Owner PROVIDED THAT the Council shall ensure that the Council's Specialist report is completed and provided to the Owner within 30 (thirty) Working Days of the date of the Council's receipt of the Revised Viability Appraisal from the Owner (or within such other time period that the Council may reasonably require and which is agreed in writing between the Council and the Owner within the said 30 (thirty) Working Day period.

2.7. The Owner shall provide to the Council and the Specialist such further information and evidence as the Council and/or the Specialist may reasonably require in writing in order enable the Specialist to assess the Revised Viability Assessment.

2.8. Following receipt of (a) the Revised Viability Assessment by the Council pursuant to paragraph 2.1 above OR (b) the Specialist's report by the Owner pursuant to

paragraph 2.6 above (as the case may be) the Council and the Owner shall use reasonable endeavours to agree in writing:

- 2.8.1. the Revised Viability Assessment;
- 2.8.2. whether any Deferred Contribution is payable to the Council; and
- 2.8.3. (where it is agreed that a Deferred Contribution is payable to the Council) the amount of the Deferred Contribution payable to the Council.

2.9. In the event that the Owner and the Council have not agreed in writing the matters set out in paragraph 2.8 by the date which is 30 (thirty) Working Days (or within such other time period that the Council may reasonably require and which is agreed in writing between the Council and the Owner within the said 30 (thirty) Working Day period) from the date of receipt of:

- 2.9.1. the Revised Viability Review by the Council OR
- 2.9.2. the Specialist's report by the Owner

then either party may refer the matter for dispute resolution in accordance with clause 8 of this Deed.

Payment of the Deferred Contribution

- 2.10. Where the Owner and the Council agree pursuant to paragraph 2.8 above (or the same is determined pursuant to paragraph 2.9 and clause 8 of this Deed) that a Deferred Contribution is payable then the Owner shall pay the agreed sum of the Deferred Contribution prior to the first Occupation of more than 14 (fourteen) Dwellings and the Owner shall not cause or permit the first Occupation of more than 14 (fourteen) Dwellings until the Deferred Contribution has been paid to the Council. .
- 2.11. The Deferred Contribution shall not in any circumstances exceed the amount of the Deferred Contribution Payment Cap.
- 2.12. The Council shall apply any Deferred Contribution paid by the Owner pursuant to paragraph 2.10 of this Schedule 2 solely for the purposes of the following objectives:
 - 2.12.1. the provision, enhancement or maintenance of public open space within the nearby Holmbridge Recreation Ground;
 - 2.12.2. delivering Affordable Housing within the Holme Valley South Ward;
 - 2.12.3. providing bus only residential MCards for use by residents of the Development; and/or

2.12.4. upgrading bus stop 19113 on Woodhead Road to include a RealTime information display.

Schedule 3 – Managed Areas

1. Additional Definitions

1.1. In this Schedule 3 (and this Deed as a whole) the following words and expressions shall unless the context requires otherwise have the meaning set out below:

“Inspection and Certification Charge” means the sum of £500 (five hundred pounds) towards the administrative costs of the Council in inspecting the laying out and completion of the Managed Areas and certifying that such works have been completed in accordance with paragraph 2 of this Schedule 3;

“Management Company” means (for the purposes of this Schedule 3 and Schedule 4) a body or bodies established or nominated by the Owner for the long term maintenance and management of the Managed Areas and/or (in the case of Schedule 4) the Drainage Infrastructure (as the case may be) in accordance with the details which are to be submitted and approved pursuant to paragraph 3.1 of this Schedule 3 (or in the case of Schedule 4 paragraph 2.1 of Schedule 4) and for the avoidance of doubt it is hereby agreed that there may be more than one Management Company across the Site as a whole and/or a different Management Company responsible for the Managed Areas as distinct from the Drainage Infrastructure;

“ Managed Areas” means the land within the Site which is proposed for open space and amenity purposes in connection with the Development as well as any other incidental areas of landscaping (including incidental areas not within the private curtilage of Dwellings and internal roads until adoption by the local highway authority);

“Managed Areas Scheme” means a scheme detailing the specification and proposals for the completion of the Managed Areas, the Open Space Works and the management and maintenance of any Managed Areas to be provided on Site in accordance with conditions attached to the Planning Permission which scheme shall be submitted to and approved by the Council pursuant to

paragraph 2 of this Schedule 3. The scheme shall include details of;

- (a) the ongoing maintenance operations in respect of the Managed Areas, and Managed Areas Works, specifically identifying the management objective, task and the timing and frequency of the operation for all the features including any play features and/or street furniture within the Managed Areas;
- (b) the identity of the Management Company proposed to be responsible for the ongoing management and maintenance of the Managed Areas, Managed Area Works and the Open Space Works together with all documents reasonably requested by the Council pertaining to the Management Company;
- (c) the arrangements and timing for the transfer of the responsibility for the management and maintenance of the Managed Areas, and the Managed Areas Works from the Owner to the POS Management Company; and
- (d) the funding arrangements for the management and maintenance of the Managed Areas, and the Managed Areas Works;

"Managed Areas Works" means the works required to provide the Managed Areas in accordance with the Managed Areas Scheme;

2. Provision of On-Site Managed Areas

- 2.1. Prior to the Commencement of Development the Owner shall submit a Managed Areas Scheme to the Council for approval.
- 2.2. The Owner shall not Commence Development until the Managed Areas Scheme has been approved by the Council.
- 2.3. Upon receipt of the Council's approval or deemed approval or to a Managed Areas Scheme pursuant to Paragraph 2.2 of this Schedule 3 (or upon receipt of expert

determination in relation to the Managed Areas Scheme if applicable) the Owner shall as part of the carrying out of the Development provide the Managed Areas in accordance with the approved Managed Areas Scheme (as may be varied from time to time).

- 2.4. The Owner shall pay to the Council the Inspection and Certification Charge and shall invite the Council to (within 25 working days of the date of completion of the Managed Areas Works) inspect the Managed Areas .
- 2.5. Upon receipt of the Inspection and Certification Charge and not later than one month following receipt of the notice referred to in paragraph 2.4 above the Council shall inspect the Managed Areas and if the same have been completed in accordance with this paragraph 2 of this Schedule 3 then the Council shall notify the Owner to that effect in writing.
- 2.6. If upon inspection of the Managed Areas pursuant to paragraph 2.5 above the Council reasonably considers that the Managed Area Works have not been completed in accordance with this paragraph 2 of this Schedule 3 then the Council shall notify the Owner to this effect and shall specify the measures which the Council considers to be reasonably necessary to comply with this paragraph 2.
- 2.7. Upon receipt of a notice from the Council pursuant to paragraph 2.6 above the Owner shall within such reasonable period as is specified by the Council carry out the specified works and shall notify the Council of their completion pursuant to paragraph 2.4 and thereafter the procedure set out in paragraphs 2.4 to 2.7 of this Schedule 3 shall be repeated as many times as is necessary until such time as the Council issues its notice pursuant to paragraph 2.5 PROVIDED THAT such procedure shall always be subject to clause 8 of this Deed AND FURTHER PROVIDED that no further Inspection and Certification Charge shall be payable in respect of any such repetition of the procedure.

3. **Management and Maintenance of the Managed Areas**

- 3.1. If the Owner intends to transfer the Managed Areas to a Management Company then the Owner shall provide details of the Management Company (including a certified copy of the Memorandum and Articles of Association and any other documents reasonably requested by the Council) and shall not effect any transfer until the Council has approved of the Management Company in writing.

- 3.2. Upon the Managed Areas being completed to the Council's reasonable satisfaction in accordance with the approved Managed Areas Scheme the Owner shall either:
- 3.2.1. Transfer title for the Managed Areas to a Management Company on the terms agreed between the Owner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company **PROVIDED THAT** it shall be a term of the transfer that the Management Company shall:
- 3.2.1.1. Maintain and manage in perpetuity the Managed Areas in accordance with the Managed Areas Scheme or any variations that may be agreed in writing from time to time; and
- 3.2.1.2. Only allow the use of the Managed Areas for public access and recreation and for no other purpose; or
- 3.2.2. Maintain and manage in perpetuity the Managed Areas in accordance with the approved Managed Areas Scheme (or any variations that may be agreed in writing between the Owner and the Council from time to time) **IN DEFAULT OF WHICH** the Council shall be entitled (upon giving reasonable prior written to the Owner) to carry out any maintenance works reasonably required to the Managed Areas and recover the proper and reasonable costs and expenses involved from the Owner.
- 3.3. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Managed Areas has not been dedicated to the public nor is any use by the public of any part of the Managed Areas to be taken in any way as an intention by the Owner to dedicate the same as highway.
- 3.4. In the event that the Council considers that the requirements of the relevant Managed Areas Scheme are not being complied with then the Council may serve a notice on the Owner or the Management Company (as applicable) requiring the Owner or the Management Company (as applicable) to undertake such remedial steps as are specified in the notice.
- 3.5. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 3.4 above within 14 days of

the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.

Schedule 4 - Owner's Covenants - Drainage Infrastructure

1. ADDITIONAL DEFINITIONS

1.1. In this Schedule 4 (and this Deed as a whole) the following words and expressions shall unless the context requires otherwise have the meaning set out below:

“Drainage Infrastructure” means any drainage infrastructure which may (only if applicable) include SUDS and/or pumping station (if any) and which is to be provided on the Site as part of the Development in accordance with the conditions attached to the Planning Permission;

“Drainage Management and Maintenance Scheme” means a detailed management scheme to be submitted to and approved by the Council pursuant to paragraph 2 of this Schedule 4 such scheme to set out measures to be undertaken to ensure the Drainage Infrastructure is properly maintained or managed until (if applicable) being formally adopted by Yorkshire Water and/or the local highway authority and/or any other statutory undertaker (as the case may be)). The scheme shall include;

- (a) a detailed maintenance schedule and methodology for maintaining the functionality of all elements of the Drainage Infrastructure;
- (b) a detailed schedule for the inspection, maintenance and replacement (as required) of Drainage Infrastructure (or parts or components thereof);
- (c) a detailed schedule and methodology for litter and debris removal;
- (d) the identity of the proposed Management Company (if any) to whom responsibility for the management and maintenance of the Drainage Infrastructure in accordance with the Drainage Management and Maintenance Scheme is to be transferred unless or until the same is adopted by Yorkshire Water and/or the local highway authority and/or any other

statutory undertaker or body (as the case may be)
PROVIDED THAT FOR THE AVOIDANCE OF
DOUBT it is hereby agreed that there may be more
than one Management Company across the Site as
a whole and/or a different Management Company
responsible for the Drainage Infrastructure as
distinct from the Open Space Land and Open Space
Works; and

- (e) the funding arrangements for the management and maintenance of the Drainage Infrastructure;
- (f) Details of the procedure in place for dealing with extreme rainfall events (both prior and post event);
- (g) Plans at 1:200 scale which show the extent of the Drainage Infrastructure features, the extent of the landscape features, details of connections to Yorkshire Water sewers and details of whether the Drainage Infrastructure is a designated asset under the Flood & Water Management Act 2010.
- (h) Details of the maintenance of the shared surface water drainage network, connected to the Drainage Infrastructure, and the shared foul drainage network within the Site as part of the Development prior to their adoption by Yorkshire Water.
- (i) Details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of the Drainage Infrastructure.

“Inspection and Certification Charge” means the sum of £500 (five hundred pounds) towards the administrative costs of the Council in inspecting the laying out and completion of the Open Space Works and certifying that such works have been completed in accordance with paragraph 2 of this Schedule 4;

“Management Company” has the meaning given to it in Schedule 3;

“SUDS” means (if applicable to the Development) any sustainable urban drainage system to be provided as part of the Development (if any) which may comprise any of the following: balancing ponds, swales, ditches, flood alleviation and surface water and ground water drainage features;

“Yorkshire Water” means Yorkshire Water of Western House, Halifax Road, Bradford, BD6 2SZ or such other body exercising the statutory functions of a water undertaker for the purposes of the Water Industry Act 1991 from time to time in respect of the area within which the Site is situated;

2. DRAINAGE INFRASTRUCTURE

The Owner covenants to:

- 2.1. Submit the Drainage Management and Maintenance Scheme to the Council prior to the Commencement of Development.
- 2.2. Not to Commence the Development until the Drainage Management and Maintenance Scheme has been approved by the Council.
- 2.3. To fully comply with the relevant approved Drainage Management and Maintenance Scheme from the Commencement of Development and at all times thereafter to manage and maintain the Drainage Infrastructure in accordance with the details set out in the relevant Drainage Management and Maintenance Scheme unless and until the Drainage Infrastructure has been adopted by Yorkshire Water and/or the local highway authority and/or any other statutory undertaker (as the case may be) or otherwise transferred to a Management Company.
- 2.4. Where the approved Drainage Management and Maintenance Scheme provides for the transfer of the Drainage Infrastructure to a Management Company, to transfer the Drainage Infrastructure to the Management Company prior to the Occupation of any Dwellings and thereafter the Management Company shall manage and maintain such Drainage Infrastructure in accordance with the approved Drainage Management and Maintenance Scheme SAVE THAT the obligations in this sub-paragraph 2.4 shall not apply where the Drainage Infrastructure in question (or any part thereof) has been or is to be adopted by Yorkshire Water, the local highway authority and/or any other statutory undertaker (as the case may be).

- 2.5. The approved Drainage Management and Maintenance Scheme may be varied or amended from time to time with the prior written approval of the Council.
- 2.6. In the event that the Council considers that the requirements of the relevant Drainage Maintenance and Management Scheme are not being complied with then the Council may serve a notice on the Owner or the Management Company as applicable requiring the Owner or the Management Company (as applicable) to undertake such remedial steps as are specified in the notice.
- 2.7. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 2.6 above within 14 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.

Schedule 5 - Owner's Covenants - Biodiversity Contribution

1. ADDITIONAL DEFINITIONS

- 1.1. In this Schedule 5 (and this Deed as a whole) the following words and expressions shall unless the context requires otherwise have the meaning set out below:

“Biodiversity Contribution” “means the sum of £62,330 (sixty-two thousand three hundred and thirty pounds) Index Linked such sum to be used by the Council towards biodiversity improvements (the specification and location of which is to be agreed between the parties in writing) in accordance with the Council's adopted Biodiversity Net Gain Technical Advice Note (June 2021) to ensure the Development delivers no net loss in biodiversity;

2. BIODIVERSITY CONTRIBUTION

- 2.1. To pay 50% (fifty per cent) of the Biodiversity Contribution to the Council prior to the first Occupation of any Dwellings.
- 2.2. Not to first Occupy any Dwellings until 50% (fifty per cent) of the Biodiversity Contribution has been paid to the Council.
- 2.3. To pay the remaining 50% (fifty per cent) of the Biodiversity Contribution to the Council prior to first Occupation of more than 12 (twelve) of the Dwellings (to the nearest whole Dwelling).
- 2.4. Not to first Occupy more than 12 (twelve) Dwellings (to the nearest whole Dwelling) until the remaining 50% (fifty per cent) of the Biodiversity Contribution has been paid to the Council.

Schedule 6 - Council's covenants

The Council hereby covenants with the Owner as follows:

1. To issue separate receipts on request for any sum paid to the Council under this Deed.
2. Not to apply the Biodiversity Contribution towards any purpose other than the purpose identified in the definition of Biodiversity Contribution in the Schedule 5.
3. That in the event the Biodiversity Contribution (or any part thereof) is not expended in accordance with this Deed within 10 (ten) years of the date of payment (or payment of the final instalment thereof as the case may be) then the sum or sums not expended plus interest accrued will be repaid to the person who made the payment.
4. Not to apply any Deferred Contribution paid by the Owner pursuant to paragraph 2.10 of Schedule 2 other than solely for the purposes set out in paragraph 2.12 of Schedule 2.
5. That in the event the Deferred Contribution (or any part thereof) is not expended in accordance with this Deed within 10 (ten) years of the date of payment (or payment of the final instalment thereof as the case may be) then the sum or sums not expended plus interest accrued will be repaid to the person who made the payment.
6. To provide the Owner with such evidence to demonstrate the expenditure of any sum paid by the Owner to the Council under this Deed within 20 Working Days of receipt of written request from the Owner.
7. To provide written confirmation of the discharge of the obligations on the part of the Owner contained in this Deed within 20 Working Days of receipt of written request from the Owner.
8. To fully perform and observe all of its obligations and duties contained in this Deed.
9. To cancel all entries made in the Register of Local Land Charges in respect of this Deed forthwith on the performance and satisfaction of all the obligations contained in this Deed.

Schedule 7 – Form of Planning Permission

2021/90800 – Hinchliffe Mill, Water Street, Holmbridge

Conditions and Reasons

1) The development hereby permitted shall be begun within three years of the date of this permission.

Reason: Pursuant to the requirements of Section 91 of the Town and Country Planning Act 1990.

2) The development hereby permitted shall be carried out in complete accordance with the plans and specifications schedule listed in this decision notice, except as may be specified in the conditions attached to this permission, which shall in all cases take precedence.

Reason: For the avoidance of doubt as to what is being permitted, so as to ensure the satisfactory appearance of the development on completion, and to accord with Policies 2 and 5 of the Holme Valley Neighbourhood Plan, Policy LP24 of the Kirklees Local Plan and Chapter 12 of the National Planning Policy Framework.

3) The works relating to the conversion of the mill building to dwellinghouses (units 3, 4, 5, 6, 7, 8 and 9) shall be completed and the units shall be made fit for habitation prior to the occupation of new-build units 1, 2, 17, 18 and 19. Occupation of new-build units 1, 2, 17, 18 and 19 shall be subject to written approval by the Local Planning Authority following inspection of the renovated mill building by the Local Planning Authority. For the avoidance of doubt, the units referred to within this condition are those indicated on the Overall Site Plan ref: 3372 (0-) 623 rev I.

Reason: To ensure that the primary beneficial part of the development (the conversion of the mill) is capable of being brought fully into use and that any elements that constitute less than substantial harm to the non-designated heritage asset are not prioritised over and above the primary beneficial part of the scheme, in accordance with Policy 3 of the Holme Valley Neighbourhood Development Plan as well as LP35 of the Kirklees Local Plan.

4) Prior to the commencement of the development, the following details relating to design and appearance shall be submitted to and approved in writing by the Local Planning Authority:

- a) Samples of external masonry (walling stone and ashlar) in the form of a sample panel showing coursing and pointing to be inspected on-site;
- b) External material samples (photographic imagery) for all dwellinghouses (mill conversion and new-build), including but not limited to the proposed roofing, soffits, fascias and drainage runs;
- c) Window and external door design schedule in the form of annotated 1:20 elevations and 1:5 sections, to include details of locations of the window designs within the elevations, their material, colour, and fixed/opening configurations. The details must be submitted for the fenestration in both the mill conversion (inclusive of the loading doors), and new-build dwellings (including details of the projecting window features);
- d) Design of roof lights including patent glazing and conservation styles, where applicable, in the form of annotated 1:20 elevations and 1:5 sections; and
- e) Heritage architect report setting out how internal and external heritage features (including but not limited to the cast iron structural pillars, pulley mechanisms, loading doors) are to be retained, exposed and restored alongside any internal floor plan alterations to enable such works.

The development shall be implemented in accordance approved details.

Reason: To ensure appropriate standards of design whilst maintaining the heritage significance of the mill and the wider Hinchliffe Mill Conservation Area in accordance with Policy 3 of the Holme Valley Neighbourhood Development Plan and Policy LP35 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure design details are prepared and approved at an appropriate stage of the development process.

5) Development shall not commence until a programme of archaeological investigation and recording of the area within the northern section of mill building (under an archaeological watching brief) is submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved written scheme of investigation and recording shall be carried out by an appropriately qualified and experienced archaeological organisation / consultant.

Reason: In the interests of recording the historic environment of the local area in accordance with Policy 3 of the Holme Valley Neighbourhood Development Plan and Policy LP35 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that archaeological remains are recorded before they are disturbed, and potentially removed, by the development.

6) Prior to commencement of superstructure works, the following boundary treatment details shall be submitted to and approved in writing by the Local Planning Authority:

- a) An updated boundary treatment strategy;
- b) Boundary treatment elevations and plans;
- c) Detailed material(s) schedule and hedge species; and
- d) Height(s) of boundary treatments.

The development shall be implemented in accordance with the approved boundary treatment details.

Reason: To ensure boundary treatments are appropriate to their setting and serve to sufficiently enclose and secure spaces in accordance with Policy 2 of the Holme Valley Neighbourhood Development Plan and Policies LP24 and LP35 of the Kirklees Local Plan.

7) Prior to the occupation of unit 9, any glazing below or intersecting 1500mm above floor level, in all of the windows serving the northern elevation of the mill, shall be obscure glazed and maintained as such in perpetuity.

Reason: To ensure the privacy of residents of Water Street is maintained in accordance with Policy LP24 of the Kirklees Local Plan.

8) Prior to occupation of no more than 14 dwellinghouses on the site, details of the content, provision, location(s) and installation of heritage information boards explaining the history of the mill and its value to the local area shall be submitted to and approved in writing by the Local Planning Authority. The boards, once approved, shall be installed in accordance with the agreed details and retained thereafter.

Reason: To communicate the heritage significance of the mill to the local community and the wider public in accordance with Policy 3 of the Holme Valley Neighbourhood Development Plan and Policy LP35 of the Kirklees Local Plan.

9) The development shall be carried out in accordance with the submitted Flood Risk Assessment (FRA) (KRS Environmental Ltd, ref: KRS.0646.001.R.001.A, dated September 2022) and in compliance with the following mitigation measures detailed within the approved FRA:

- a) All new build development shall be located wholly within Flood Zone 1;
- b) The finished floor level of the lower ground floor of units 3, 4, 5, 6, 7, 8 and 9 shall be no lower than 166.50 metres Above Ordnance Datum (AOD);
- c) There shall be no residential living space on the lower ground floor of units 3, 4, 5, 6, 7, 8 and 9;
- d) A scheme of flood proofing for units 3, 4, 5, 6, 7, 8 and 9 shall be submitted to and approved in writing by the Local Planning Authority and implemented no lower than the 1% AEP plus 23% climate change level with a suitable allowance for freeboard.

These mitigation measures shall be fully implemented prior to occupation of any dwellings of the development hereby approved. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: To reduce the risk of flooding to the proposed development and future occupants in accordance with the requirements of Policy LP27 of the Kirklees Local Plan and Chapter 14 of the National Planning Policy Framework.

10) Development shall not commence until a design scheme detailing foul, surface water and land drainage has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include discharge rates (agreed with the Lead Local Flood Authority) indirectly or directly to watercourse, attenuation for the critical 1 in 100 + 30% climate change rainfall event, attenuation construction details / design, plans and longitudinal sections, hydraulic calculations, and details of phasing of drainage provision. The scheme shall include a risk assessment and method statement, in accordance with CDM Regulations 2015, for access to and into the attenuation structure, and an itinerary of maintenance tasks with schedules. No part of the development shall be occupied until the approved drainage scheme has been provided on the site to serve the development, and the approved scheme shall be retained thereafter.

Reason: To ensure the provision of adequate and sustainable systems of drainage are employed, in the interests of amenity and environmental wellbeing, and to accord with Policies LP27 and LP28 of the Kirklees Local Plan and Chapter 14 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure appropriate measures are designed and agreed prior to any potentially damaging flooding occurring that could harm the existing and approved dwellinghouses.

11) Development shall not commence until an assessment of the effects of 1 in 100 year storm events, with an additional allowance for climate change, blockage scenarios and exceedance events on drainage infrastructure and surface water run-off pre- and post-development between the development and the surrounding area (both upstream and downstream of the development), has been submitted to and approved in writing by the Local Planning Authority. No part of the development shall be brought into use (dwellings shall not be occupied) until the works comprising the approved scheme have been completed, and the approved scheme shall be retained thereafter.

Reason: To ensure the provision of satisfactory overland flood routing is employed, in the interests of amenity and environmental wellbeing, and to accord with Policies LP27 and LP28 of the Kirklees Local Plan and Chapter 14 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure appropriate measures are designed and agreed prior to any potentially damaging flooding occurring that could harm the existing and approved dwellinghouses.

12) No development shall take place until a scheme, detailing temporary surface water drainage for the construction phase (after soil and vegetation strip) has been submitted to and approved in writing by the Local Planning Authority. The scheme shall:

- a) detail phasing of the development and phasing of temporary drainage provision; and
- b) include methods of preventing silt, debris and contaminants entering existing drainage systems and watercourses and explain how flooding of adjacent land would be prevented.

The temporary works shall be implemented in accordance with the approved scheme and phasing. No phase of the development shall begin until the temporary works approved for that phase have been completed. The approved temporary drainage scheme shall be retained until the approved permanent surface water drainage system is in place and functioning in accordance with written notification to the Local Planning Authority

Reason: To ensure the provision of adequate temporary means of drainage, in the interests of amenity and environmental wellbeing, and to accord with Policy LP28 of the Kirklees Local Plan and Chapter 14 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure appropriate measures are designed and agreed prior to any potentially damaging flooding occurring during the construction period.

13) Prior to any part of the development being brought into use, a lighting design strategy for biodiversity for the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall:

a) Identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and

b) Show how and where external lighting would be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit would not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the approved strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances shall any other external lighting be installed without prior written consent from the Local Planning Authority.

Reason: To prevent significant ecological harm in respect of direct impacts to bats in accordance with Policy 13 of the Holme Valley Neighbourhood Development Plan, Policy LP30 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

14) No groundworks or material operations, as defined in section 56(4)(a) through to (d) of the Town and Country Planning Act 1990 (other than operations required for a site investigation report) shall commence until a Phase II Intrusive Site Investigation Report has been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the safe occupation of the site in accordance with Policy LP53 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

15) Where site remediation is recommended in the Phase II Intrusive Site Investigation Report approved pursuant to condition 14, no further groundworks / material operations in the affected areas of the site shall commence until a Remediation Strategy by a suitably competent person has been submitted to and approved in writing by the Local Planning Authority. The Remediation Strategy shall include a timetable for the implementation and completion of the approved remediation measures.

Reason: To ensure the safe occupation of the site in accordance with Policy LP53 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

16) Remediation of the site shall be carried out and completed in accordance with the Remediation Strategy approved pursuant to condition 15. In the event that remediation is unable to proceed in accordance with the approved Remediation Strategy or contamination not previously considered (in either the Preliminary Risk Assessment or the Phase II Intrusive Site Investigation Report) is identified or encountered on site, all groundworks in the affected area (except for site investigation works) shall cease immediately and the Local Planning Authority shall be notified in writing within two working days. Works shall not recommence until proposed revisions to the Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Remediation of the site shall thereafter be carried out in accordance with the approved revised Remediation Strategy.

Reason: To ensure the safe occupation of the site in accordance with Policy LP53 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

17) Following completion of any measures identified in the approved Remediation Strategy or any approved revised Remediation Strategy a Validation Report by a suitably competent person shall be submitted to the Local Planning Authority. No part of the site shall be brought into use until such time as the remediation measures have been completed for (that part of) the site in accordance with the approved Remediation Strategy or the approved revised Remediation Strategy and a Validation Report in respect of those remediation measures has been approved in writing by the Local Planning Authority. Where validation has been submitted and approved in stages for different areas of the whole site, a Final Validation Summary Report shall be submitted to and approved in writing by the Local Planning Authority.
Reason: To ensure the safe occupation of the site in accordance with Policy LP53 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

18) Prior to the installation of the development's electrical system, a scheme detailing the dedicated facilities that shall be provided for charging electric vehicles and other ultra-low emission vehicles shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall meet at least the following minimum standard for numbers and power output:

- A Standard Electric Vehicle Charging point providing a continuous supply of at least 16A (3.5kW) for each residential unit that has a dedicated parking space.
- One Standard Electric Vehicle Charging Point providing a continuous supply of at least 16A (3.5kW) for at least 10% of residential parking spaces that are not allocated to specific dwellings.

The approved dedicated facilities for charging electric vehicles shall be installed and made operational prior to the occupation of the units they serve, and shall be maintained and retained thereafter.

Reason: In the interests of supporting and encouraging the use of low emission vehicles, in the interests of air quality enhancement, to comply with the aims and objectives of Policy 12 of the Holme Valley Neighbourhood Development Plan HVNDP, Policies LP20, LP24 and LP47 of the Kirklees Local Plan, Chapters 2, 9 and 15 of the National Planning Policy Framework and the West Yorkshire Low Emission Strategy (WYLES).

19) No development shall take place until a Construction Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include:

- a) A timetable of all works;
- b) Details of construction vehicle sizes, access locations and routes, including indicative times of vehicle movements, the location of any HGV waiting areas and details of the management of said areas;
- c) Details of the parking of vehicles of site operatives and visitors;
- d) Details and location(s) of signage;
- e) Details of loading and unloading of plant and materials;
- f) Details of storage of plant and materials used in constructing the development;
- g) Measures to be taken to minimise the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site, including the provision of adequate wheel washing facilities within the site;
- h) Measures to control and monitor the emission of dust and dirt during construction;
- i) A Site Waste Management Plan, detailing recycling / disposing of waste resulting from demolition and construction works;
- j) Mitigation of noise and vibration arising from all construction related activities to (these details shall also include suitable restrictions on the hours of working on the site including times of deliveries);
- k) Details of artificial lighting used in connection with all construction related activities and security of the construction site;
- l) Site manager and resident liaison officer contact details (including their remit and responsibilities); and

m) Details of a complaint handling system.

The development shall be carried out strictly in accordance with the approved CEMP and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

Reason: To safeguard the amenities of the occupiers of nearby properties in accordance with Policy 2 of the Holme Valley Neighbourhood Development Plan, Policy LP24 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure construction management details are prepared and approved at an appropriate stage of the development process.

20) Development shall not commence until a scheme (including the locations and cross-sectional information together with the proposed design and construction details) for all new retaining walls / building retaining walls adjacent to existing and proposed highways including any modifications to the existing retaining walls on Dobb Lane / Spring Lane / Dam Head has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to superstructure works of any dwellinghouse hereby approved and thereafter retained throughout the life of the development.

Reason: To ensure that any new retaining structure or modifications to existing retaining structures do not compromise the stability of the highway in accordance with the requirements of Policy 11 of the Holme Valley Neighbourhood Plan and Policy LP21 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that load-bearing highway structures are designed and agreed to a satisfactory standard prior to their use by vehicular traffic.

21) Development shall not commence until a scheme (including the locations and cross-sectional information together with the proposed design and construction details) for all new surface water attenuation tanks / pipes / manholes located within the proposed highway footprint or influence zone of highway loading has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to the commencement of development relating to the foul and surface water drainage system and thereafter retained during the life of the development.

Reason: To ensure that any new retaining structures do not compromise the stability of the highway in accordance with the requirements of Policy 11 of the Holme Valley Neighbourhood Plan and Policy LP21 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure that load-bearing highway structures are designed and agreed to a satisfactory standard prior to their use by vehicular traffic.

22) Details of the facing materials for the retaining walls within the site shall be submitted to and approved in writing by the Local Planning Authority before works to construct the retaining walls commence. The retaining walls shall be faced in the approved materials and thereafter maintained as such.

Reason: In the interests of visual amenity and to accord with Policies 1 and 2 of the Holme Valley Neighbourhood Development Plan, Policies LP24 and LP35 of the Kirklees Local Plan and Chapters 12 and 16 of the National Planning Policy Framework.

23) Development shall not commence until a Tree Protection Plan (TPP), written in accordance with BS:5837, has been submitted to and approved in writing by the Local Planning Authority. The TPP shall include details on how retained trees shall be protected during both demolition and construction. The development shall be carried out in complete accordance with the approved TPP.

Reason: To protect the viability of the retained trees within the application site during works on site, including to prevent compaction and damage to the roots of the trees as well as damage to the branches and stems of the trees, in accordance with Policy 13 of the Holme

Valley Neighbourhood Development Plan, Policy LP33 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure tree protection measures are devised and approved at an appropriate stage of the development process.

24) Prior to the commencement of superstructure works, a Waste Management Plan shall be submitted and approved in writing by the Local Planning Authority. The Waste Management Plan shall:

- a) Identify the location of sufficiently sized bin stores, either internal or external, for all dwellinghouses; and
- b) Set out the construction and detailing of all external bin collection point screening (with a preference for grit stone gabion fencing) and door detailing.

The development shall be implemented in accordance with the approved Waste Management Plan.

Reason: To ensure satisfactory arrangements are implemented in relation to waste during the construction phase, in the interests of visual and residential amenity and highway safety, and to assist in achieving sustainable development, in accordance with Policies 5 and 11 of the Holme Valley Neighbourhood Plan and Policies LP21 and LP24 of the Kirklees Local Plan.

25) Where any of the dwellinghouses hereby approved are to become occupied prior to the completion of the development, details of temporary arrangements for the storage and collection of waste from those residential units, and details of temporary arrangements for the management of waste collection points, shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of those residential units. The temporary arrangements, as approved, shall be implemented prior to first occupation of those residential units, and shall be retained until construction works are complete.

Reason: To ensure satisfactory arrangements are implemented in relation to waste during the construction phase, in the interests of visual and residential amenity and highway safety, and to assist in achieving sustainable development, in accordance with Policies 5 and 11 of the Holme Valley Neighbourhood Plan and Policies LP21 and LP24 of the Kirklees Local Plan.

26) Development shall not commence until a survey of the existing condition of the highway on the following roads: Co-op Lane, Ford Gate, Spring Lane / Dam Head, Dobb Top and Water Street has been submitted to and approved in writing by the Local Planning Authority. The survey shall include carriageway and footway surfacing, verges, kerbs, edgings, street lighting, signing and white lining. Upon completion of the development and before any dwellinghouse is occupied a highway condition survey identifying a scheme to reinstate any subsequent defects in the condition of the highway on the aforementioned streets attributable to the types of vehicles serving the development during the construction period shall be submitted to and approved in writing by the Local Planning Authority. All of the identified works shall be implemented before no more than 50% of the dwellinghouses on the site are occupied.

Reason: In the interests of highway safety, and to accord with Policy 11 of the Holme Valley Neighbourhood Plan and Policy LP21 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure measures are implemented to avoid increased risks to highway safety.

27) Prior to the commencement of superstructure works, a scheme of works to re-surface the private roads forming the accesses into the site (Water Street / Dam Head / Pond Track to units 1 and 2) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide the following:

- a) A condition survey and justification statement including photographic imagery setting out which areas of the access roads require re-surfacing; and
- b) A remediation statement for the areas requiring resurfacing to include the materials and methods for repairing the carriageway.

The re-surfacing shall be implemented in accordance with the approved scheme prior to the occupation of no more than 14 dwellinghouses on the site and thereafter maintained to that standard for the lifetime of the development.

Reason: Given the sub-standard nature of the accesses, the potential for the access surfaces to further degrade through re-intensification of the use, and the resultant impacts on highway safety through increased stopping distances, and to accord with Policy LP21 of the Kirklees Local Plan.

28) Notwithstanding the details shown on the approved drawing 3372(0-)623 rev I, a scheme detailing arrangements and specification for the parking layby on Dam Head including surfacing and drainage of the parking bays shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of superstructure works of units 1, 2, 17, 18 and 19. The parking layby shall be completed in accordance with the details shown on the approved plans prior to the occupation of units 1, 2, 3, 4, 17, 18 and 19 and shall be retained exclusively for the use of residents of Spring Lane thereafter.

Reason: In the interests of highway safety, and to accord with Policy 11 of the Holme Valley Neighbourhood Plan and Policy LP21 of the Kirklees Local Plan.

29) The approved vehicle parking areas shall be surfaced and drained in accordance with the Department for Communities and Local Government / Environment Agency publication "Guidance on the permeable surfacing of front gardens (parking areas)" published 13/05/2009 (ISBN 9781409804864) as amended or superseded before the dwelling to which they relate is first occupied. The parking spaces shall thereafter be retained as such.

Reason: In the interests of highway safety and to achieve a satisfactory layout in accordance with the requirements of Policy 11 of the Holme Valley Neighbourhood Plan and Policies LP21 and LP22 of the Kirklees Local Plan.

30) Development (including demolition, ground works, vegetation clearance) shall not commence until a Construction Environmental Management Plan: Biodiversity (CEMP: Biodiversity) has been submitted to and approved in writing by the Local Planning Authority. The CEMP: Biodiversity shall include:

- a) Details of minimisation of vegetation removal, including how the removal of trees, woodland and scrub shall be minimised as far as practicable by minimising working areas;
- b) A Schedule 9 Invasive Weed Management Plan to prevent the illegal spread of Variegated Yellow Archangel within and beyond the site;
- c) A risk assessment of potentially damaging construction activities that refers to the most up-to-date site specific survey information and specifically to nesting birds, badgers and invasive plant species;
- d) Identification of "biodiversity protection zones", where appropriate;
- e) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements);
- f) The location and timing of sensitive works to avoid harm to biodiversity features;
- g) The times during construction when specialist ecologists need to be present on site to oversee works, where appropriate;
- h) Details of responsible persons and lines of communication; and
- i) Details of the use of protective fences, exclusion barriers and warning signs, where appropriate.

The approved CEMP: Biodiversity shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect biodiversity during construction by avoiding direct impacts to protected species and preventing the spread of non-native plants, and to accord with Policy LP30 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure details relating to the required biodiversity protection measures are devised and agreed at an appropriate stage of the development process.

31) Development shall not commence until a Landscape Ecological Design Strategy (LEDS) is submitted to and agreed in writing by the Local Planning Authority. The LEDS shall:

- a) Detail how 8.64 habitat units (as per the Biodiversity Metric dated 31/10/2022) are to be achieved post-development;
- b) Set out on-site provision for roosting bats and nesting bird as detailed in the Ecological Impact Assessment (Quants Environmental, 1504c rev 2, 24/08/2022); and
- c) Hard and soft landscaping design.

The proposed works of the LEDS shall also include the following details:

- d) Purpose and conservation objectives for the proposed works;
- e) Review of site potential and constraints;
- f) Detailed design(s) and/or working method(s) to achieve stated objectives;
- g) Extent and location / area of proposed works on appropriate scale maps and plans;
- h) Type and source of materials to be used where appropriate, e.g. stone setts and/or native species of local provenance;
- i) Specifications of tree pits or root barriers for trees within drainage easements;
- j) A timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- k) Persons responsible for implementing the works;
- l) Details of initial aftercare and long-term maintenance;
- m) Details for monitoring and (where the results from monitoring show that conservation aims and objectives of the LEDS are not being met) how contingencies and/or remedial action shall be identified, agreed and implemented so that the development still delivers a measurable biodiversity net gain; and
- n) Details for disposal of any wastes arising from works.
- o) A Landscape Management Plan to include details of initial aftercare and long-term maintenance for minimum of five years. This shall also include any existing trees and vegetation retained on site, plus management of the mill pond.

The LEDS shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

Reason: In order to ensure the development provides adequate visual amenity, ecological enhancement and creation measures sufficient to provide no net loss to biodiversity in accordance with Policies LP24, LP30, LP32, LP33, LP47 and LP63 of the Kirklees Local Plan and Chapter 15 of the National Planning Policy Framework.

This pre-commencement condition is necessary to ensure details relating to the required no net loss to biodiversity are devised and agreed at an appropriate stage of the development process.

32) Prior to commencement of superstructure works, details of the arrangements for the provision of public open space to serve the development shall be submitted to and approved in writing by the Local Planning Authority. The arrangements shall cover the following matters:

- a) The layout and landscaping features of the public open space;
- b) The timescale(s) for the implementation and completion of the works to provide the public open space;
- c) The mechanism for ensuring that the public open space will be available to the public in perpetuity; and
- d) Maintenance of the public open space in perpetuity.

The development shall be implemented in accordance with the approved details.

Reason: To ensure the provision of open space to serve the development in accordance with Policy LP63 of the Kirklees Local Plan.

33) Prior to the occupation of no more than 14 of the dwellinghouses on the site, a report confirming that all invasive plant species (including Japanese Knotweed, Cotoneaster and Himalayan Balsam) have been removed from within the site's red line boundary and disposed of in an appropriate manner shall be submitted to and approved in writing by the Local Planning Authority. The report shall provide photographic imagery confirming removal.

Reason: To ensure that invasive plant species which pose a threat to native ecology are eradicated for the benefit of the site's biodiversity in accordance with Policy 13 of the Home Valley Neighbourhood Development Plan and Policy LP30 of the Kirklees Local Plan.

34) No material operation, as defined in section 56(4)(a) through to (d) of the Town and Country Planning Act 1990, shall be carried out to commence the development pursuant to this planning permission until the Local Planning Authority has been provided with either of the following:

- a) An appropriate protected species licence for the specified activity/development; or
- b) Written confirmation of Site Registration under the Low Impact Bat Class Licence; or
- c) A statement in writing from the relevant licensing body confirming that it does not consider that the specified activity/development will require a licence.

The development shall be implemented in accordance with the requirements of the licensing body.

Reason: To protect biodiversity during construction by avoiding direct impacts to protected species and preventing the spread of non-native plants, and to accord with Policy LP30 of the Kirklees Local Plan.

This pre-commencement condition is necessary to ensure details relating to the required biodiversity protection measures are devised and agreed at an appropriate stage of the development process.

35) Development to construct the superstructure of any of the new-build dwellings hereby approved shall not commence until a scheme detailing the construction specification and works programme for the provision of:

- a) Diversion of PROW HOL/95/10 to its new definitive position;
- b) Surfacing and accessibility of PROW HOL/95/10; and
- c) An independent Safety Audit covering all aspects of the work submitted under points (a) and (b).

has been submitted to and approved in writing by the Local Planning Authority. All of the works thereby approved shall be implemented before any part of the new-build development is first brought into use and the scheme shall be maintained throughout the lifetime of the development.

Reason: To ensure that suitable, safe access is provided for the development in the interests of highway safety in accordance with the requirements of Policy 11 of the Holme Valley Neighbourhood Plan and with LP21 and LP28 of the Kirklees Local Plan.

Footnotes

Definition of "new-build" in the above conditions

For the avoidance of doubt, "new-build" refers to the dwellinghouses numbered as units 1, 2, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19.

Public open space definition

For the avoidance of doubt, "public open space" is defined as the managed areas set out in purple and red on the POS Site Plan (3372 (0-) 628 rev A).

Discharge of conditions submissions

This permission is subject to conditions requiring the submission of further and/or amended information prior to commencement of development or at other points during the development process. To assist in the prompt discharge of conditions, you may wish to submit separate Discharge of Conditions applications for each of those conditions that require submissions. This may be particularly advisable where your submissions are likely to require extensive consultation, consideration of complex technical matters, and/or negotiation. Alternatively, grouping submissions relevant to a specific topic, or interrelated topics (for example, pursuant to highways-related conditions) under a single application, and/or grouping submissions pursuant to pre-commencement, pre-superstructure and pre-occupation conditions, may assist prompt discharge. For further advice on conditions-stage submissions, please contact the case officer.

Materials

It is strongly advised that the applicant consults the Local Planning Authority with their preferred materials and window designs alongside the provision of physical samples prior to the bulk purchase of materials for the scheme. The Local Planning Authority shall take no responsibility for abortive bulk materials which have been purchased in advance of submission to and approval by the Local Planning Authority.

Mill conversion

The proposal for multi-paned windows reflects the industrial character of the retained mill building. KC Design and Conservation expect the number of panes in each window and the external doors to be reduced in the submission of details pursuant to condition 4 relative to the approved elevation plans. Likewise, the loading doors should be shown on the elevation drawings and the pulley mechanisms retained in the wall above these doors. It is recommended that the loading doors be designed to reflect the style of the historic doors.

Heritage information boards

It is notionally advised that two information boards should be provided, one in the eastern corner of the site adjacent the POS area accessed from PROW HOL/95/10 and the other at one of the site access entrances.

Highway works

The granting of planning permission does not authorise the carrying out of works within the highway, for which the written permission of the council as Highway Authority is required. You are required to consult the Design Engineer (Kirklees Street Scene: 01484 221000) with regard to obtaining this permission and approval of the construction specification. Please also note that the construction of vehicle crossings within the highway is deemed to be major works for the purposes of the New Roads and Street Works Act 1991 (Section 84 and 85). Interference with the highway without such permission is an offence which could lead to prosecution.

Retaining structures

It is the applicant's responsibility to find out whether the work approved by this planning permission requires written approval from the Highways Structures section for works near or abutting highway and any retaining structures. Contact the Highways Structures Section on 01484 225616 for further advice on this matter

Highway structures

All new storm water attenuation tanks/pipes/culverts with internal diameter/ spans exceeding 0.9m must be located off the adoptable highway. Any decision to locate these facilities within the adoptable highway footprint must be accompanied with a full risk evaluation report with particular reference to their proposed inspection, structural assessment and maintenance regime in compliance with the CDM Regulations 2015 requirements. The adopting authority (i.e. Yorkshire Water) will also be required to produce and submit a legally binding agreement to the Highway Authority explicitly stating that they will be fulfilling their obligations in relation to the systematic and cyclical inspection and structural assessment of any attenuation structure located within the highway footprint, in full compliance with CS450-Inspection of Highway structures. See <https://www.kirklees.gov.uk/beta/regeneration-anddevelopment/highways-guidance-and-standards.aspx> for further details.

Retaining wall materials

The facing material of the retaining walls on the site should be agreed in conjunction with the AiP process with the Local Highway Authority.

Street lighting specification

The street lighting specifications to be submitted via detail of conditions applications shall include private drives and shall not include the provision of bollard lighting.

Tree Protection Plan

There is significant overlap between the Tree Protection Plan and the CEMP:Biodiversity required by conditions 23 and 30 respectively. It will be acceptable to provide the Tree Protection Plan within the CEMP:Biodiversity.

Contaminated land

All contamination reports shall be prepared in accordance with guidance in:

- Land Contamination Risk Management (LCRM)
- BS 10175:2011+ A2:2017 Investigation of Potentially Contaminated Sites. Code of Practice
- Development on Land Affected by Contamination - Technical Guidance for Developers, Landowners & Consultants - (v11.2) June 2020 by the Yorkshire and Lincolnshire Pollution Advisory Group

Imported soils

A Validation Report for Imported Soils by a suitably competent person needs to demonstrate that the requirements of the current version of "Verification Requirements for Cover Systems - Technical Guidance for Developers, Landowners and Consultants" by Yorkshire and Lincolnshire Pollution Advisory Group have been met.

Electric vehicle charging

A Standard Electric Vehicle Charging Point is one which is capable of providing a continuous supply of at least 16A (3.5kW) and up to 32A (7kW). The higher output is more likely to be futureproof. Standard charging points for single residential properties that meet the requirements specified in the latest version of "Minimum technical specification - Electric Vehicle Homecharge Scheme (EVHS)" by the Office for Low Emission Vehicles will be acceptable. Charging points that provide Mode 3 charging with a continuous output of least

16A (3.5kW) and have Type 2 socket outlet would be acceptable. The electrical supply of the final installation should allow the charging equipment to operate at full rated capacity. The installation must comply with all applicable electrical requirements in force at the time of installation.

Construction Environmental Management Plan

Noisy construction related activities should not take place outside the hours of:

- 07.30 to 18.30 hours Mondays to Fridays
- 08.00 to 13.00 hours Saturdays

With no noisy activities on Sundays or Public Holidays.

Institute of Air Quality Management document "Guidance on the assessment of dust from demolition and construction" Version 1.1 2014 provides detailed information regarding dust control. Kirklees Council has powers under Section 60 of the Control of Pollution Act 1974 to control noise from construction sites and may serve a notice imposing requirements on the way in which construction works are to be carried out. It has additional powers under Section 80 of the Environmental Protection Act 1990 to prevent statutory nuisance including noise, dust, smoke and artificial light and must serve an abatement notice when it is satisfied that a statutory nuisance exists or is likely to occur or recur. Failure to comply with a notice served using the above-mentioned legislation would be an offence for which the maximum fine on summary conviction is unlimited.

Environment Agency advice

Please see the Environment Agency's comments of 12/10/2022 for further advice regarding The Environmental Permitting (England and Wales) Regulations 2016, flood resistance and resilience, and flood warnings.

West Yorkshire Archaeological Advisory Service

WYAAS recommend that any below the ground disturbance in the north of the standing mill building should be subject to an archaeological watching brief. This is to record potential evidence relating to the means of generating and distributing power within the mill including both the original water wheel and later steam engine installations.

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

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



A handwritten signature in black ink, appearing to be 'J. Lee'.

Director - Legal, Governance
& Commissioning /Authorised Signatory

EXECUTED AS A DEED by)
M D ONE LIMITED)
Acting by two directors)

A handwritten signature in black ink, appearing to be 'Dean Hoyle'.
Signature of Directors

DEAN HOYLE,

PRINT NAME (in block capitals)

A handwritten signature in black ink, appearing to be 'Mark Lee'.
Signature of Director:

MARK LEE

PRINT NAME (in block capitals)