



# Financial Viability Assessment Report

**28, Northorpe Lane, Kirklees, Mirfield, WF14 0QN**

6 July 2022

## Executive Summary

Avison Young has been instructed to undertake an updated Financial Viability Assessment on behalf of Newett Homes following amendments made to the proposed scheme by the developer. The assessment relates to the proposed redevelopment of the property known as 28 Northorpe Lane, Kirklees, Mirfield, WF14 0QN. The proposals are to form the basis of an application for full planning permission and comprise a new residential development of 39 dwellings in comparison to the original proposal for the development of 45 new residential dwelling development.

The past iteration of this report was submitted to Kirklees Council for their consideration as part of the planning application. Align Property Partners were instructed by the Council to conduct a review the submitted Financial Viability Assessment and published a report dated 24<sup>th</sup> November 2021 in response. This updated Financial Viability Assessment will consider the comments made by Align Property Partners and provide a response to these, where relevant in footnotes throughout the report.

The property which forms the subject of this report comprises two irregular shaped parcels of land situated either side of Northorpe Lane extending to 3.57 acres (1.44 ha) gross. The larger parcel of land is situated to the east of Northorpe Lane and extends to 3.41 acres (1.37 ha) and will comprise all the proposed development. It is therefore referred to as 'the site' or 'the property' hereafter. The smaller parcel of land (0.166 acres/ 0.067 ha) is situated to the west of Northorpe Lane and we understand will not be the subject of any development, but will be provided as a layby for construction vehicles, which would otherwise be parked on the highway. For the purposes of our assessment and this report, we have assumed a net development area of 3.41 acres (1.37 ha).

At the present time, the site comprises a single residential dwelling with associated paddock land, used for grazing. The site currently benefits from extant outline planning permission (2019/92378), for 48 residential dwellings. As the site currently has outline planning consent for an alternative residential scheme, we consider that the market would determine the Existing Use Value (EUV) for the site to be the value of the site with planning consent for residential housing, as opposed to the value of the single residential dwelling plus the value of the adjoining paddock land. This same methodology will in turn inform the Benchmark Land Value.

Financial viability for planning purposes is defined within the RICS guidance note (GN94/2012) as 'An objective financial viability test of the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate Site Value for the landowner and a market risk adjusted return to the developer in delivering that project. To improve clarity and accountability it is an expectation that any viability assessment is prepared with professional integrity by a suitably qualified practitioner and presented in accordance with National Planning Guidance. Practitioners should ensure that the findings of a viability assessment are presented clearly.

In this respect, we understand that this report is to be submitted to the Local Planning Authority (LPA) for due consideration in support of an application for full planning approval on the site. We confirm that we have undertaken all necessary due diligence to inform and support our assessment. We also confirm that we have taken full account of relevant published guidance in respect of the independent assessment of Financial Viability in Planning. This specifically includes the guidance note, Financial Viability in Planning, issued in 2012 by the RICS. Whilst not mandatory, adherence to RICS guidance notes is considered to represent 'Best Practice'.

In addition, we have taken full account of the Financial Viability in Planning: Conduct and Reporting RICS Professional Statement dated May 2019, which contains mandatory requirements. We have also given due consideration to the Government's National Planning Policy Framework (NPPF). This framework was updated in July 2021 and includes the Planning Policy Guidance (PPG) for viability.

We have considered the financial viability of the proposed development by considering both the Existing Use Value of the site and the Benchmark Land Value, in reference to evidence of comparable land transactions. As the site currently benefits from implementable outline planning consent for residential development, we consider this consent to form the basis of the Existing Use Value. We have also considered the level of return for the developer based on the proposed scheme.

As defined in the PPG, the Benchmark Land Value should be established based on the Existing Use Value of the land, plus a premium for the landowner. The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. However, in this instance, as the EUV is determined as being the value of the site with the benefit of implementable outline planning consent for residential development, we consider that this value also is reflective of the Benchmark Land Value. In this instance, we do not consider it appropriate to add a premium to the EUV to arrive at the Benchmark Land Value, as the premium the landowner would receive is implicit within the uplift in land value achieved when the site is sold in the open market with the benefit of such consent.

In this respect, our assessment has identified the following outputs:

- Existing Use Value (EUV) - £680,000
- Minimum Benchmark Land Value - £680,000
- Developer's Profit with assumed policy compliant scheme (i.e. 20% affordable housing) -0.12% Profit on GDV
- Developer's Profit with a 0% affordable housing content scheme 13.21% Profit on GDV

In this instance, given that the site benefits from extant outline planning permission for resident development, the EUV is the value of the site with its current planning permission. The compliant and non-compliant appraisals assume that planning approval is in place for the 39 residential dwellings scheme as proposed.

We have appraised three scenarios in support of this viability assessment and in keeping with acceptable practice, have undertaken sensitivity analysis to identify the impact of these scenarios of the level of return for the developer. In each scenario, we have considered the viability of the proposed development based on an assumed policy compliant Section 106 Agreement scheme, a partially compliant scheme and a non-policy compliant scheme. In each scenario however, we have assumed the per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as advised by the Developer's Planning Consultants.

The report has been prepared and signed by Dai Powell MRICS, a Director and RICS Registered Valuer in the Avison Young Land and Development team. Input has also been provided, along with review and panelling by Joe Wherity MRICS, an Associate Director in the same team. We confirm that these individuals have the necessary qualifications, knowledge and experience to provide this advice.

We confirm that we believe that this report represents a robust independent assessment of the financial viability of the proposed development. We confirm that in completing this report, we have acted with objectivity, impartially, without interference and with reference to all appropriate sources of information.

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**Prepared By: Dai Powell MRICS, Director and RICS Registered Valuer.**

**Review and panelled by Joe Wherity MRICS, Associate Director.**

**Status: FINAL REVISED AND UPDATED**

**Date: 6 July 2022**

**For and on behalf of Avison Young (UK) Limited**

# 1. Instructions

Avison Young has been instructed to undertake an updated Financial Viability Assessment of an amended proposed development on behalf of Newett Homes. A copy of our Letter of Instruction is attached at **Appendix 1**.

The assessment is concerned with the proposed redevelopment of the site known as 28 Northorpe Lane, Kirklees, Mirfield, WF14 0QN. The proposals are to form the basis of an amended application for full planning permission and comprise a new residential development of 39 dwellings rather than the previous proposal for 45 dwellings. The proposed scheme will be a high-quality development, providing a collection of three- and four-bedroom properties, with a mixture of detached, semi-detached, terraced dwelling types. The new development will be situated within the established residential area of Mirfield. Mirfield is a popular residential location, as it provides access to several good schools and is situated a commutable distance from the major employment areas of Leeds, Huddersfield and Bradford.

We understand that this report is to be submitted to the Local Planning Authority (LPA) for due consideration as part of the planning application. In this respect, we confirm that we believe that it represents a robust independent assessment of the financial viability of the proposed development and considers the comments made by the Align Property Partners report of November 2021 in response to the original Financial Viability Assessment undertaken by Avison Young dated April 2021.

## Reliance

In preparing this assessment we confirm that we have relied upon the following documents which have been provided to us by Newett Homes, subject to the independent verification and scrutiny of details by ourselves where necessary: -

- A copy of the Design and Access Statement prepared by Edward Architecture
- Various plans and proposed floor plans detailing the proposed development, prepared by Edward Architecture
- Planning Statement prepared by Johnson Mowat
- Proposed scheme layout prepared by Edward Architecture
- Proposed abnormal costs by East Coast Construction, Substructure Ltd, Yorkshire Water and Bridgebank Ltd

In undertaking this assessment, it has been necessary to make various assumptions based on our own knowledge and experience of the Kirklees residential market and development sector. Any assumptions made, and the supporting rationale, are clearly stated within this report.

**Date of report**

The date of the report is July 2022. However, it is important to note that in undertaking this report and the accompanying viability appraisals, it has been necessary to consider evidence, which is historical, as is the case when considering comparable evidence.

We confirm that this report is not provided as, and should not be regarded as, formal valuation advice in accordance with the latest edition of the Valuation – Global Standards effective from 31 January 2022 (the Red Book) as published by the Royal Institution of Chartered Surveyors. This report should not therefore be regarded or relied upon as formal valuation advice. It is provided to inform related parties on the financial viability of the proposed development and assist potential negotiations related to the proposed full planning application on the property and related considerations.

However, we confirm that we have undertaken all necessary due diligence to inform and support our assessment. We also confirm that we have taken full account of relevant guidance as published in respect of the independent assessment of Financial Viability in Planning. This specifically includes the guidance note, Financial Viability in Planning, issued in 2012 by the RICS (Ref. 1st Edition GN 94/2012). Whilst not mandatory, adherence to RICS Guidance Notes is considered to represent 'Best Practice'. In addition, we have taken full account of the Financial Viability in Planning: Conduct and Reporting, RICS Professional Statement dated May 2019, which contains mandatory requirements. We have also given due consideration to the Government's National Planning Policy Framework (NPPF) as referenced within both of the above documents. This framework was updated in July 2021 and includes the Planning Policy Guidance (PPG) for viability.

We confirm that in completing this report, no performance related or contingent fees have been agreed. We also confirm that we are not aware of any conflict or risk of conflict of interest which exists and prevents us from providing this advice.

## 2. Background

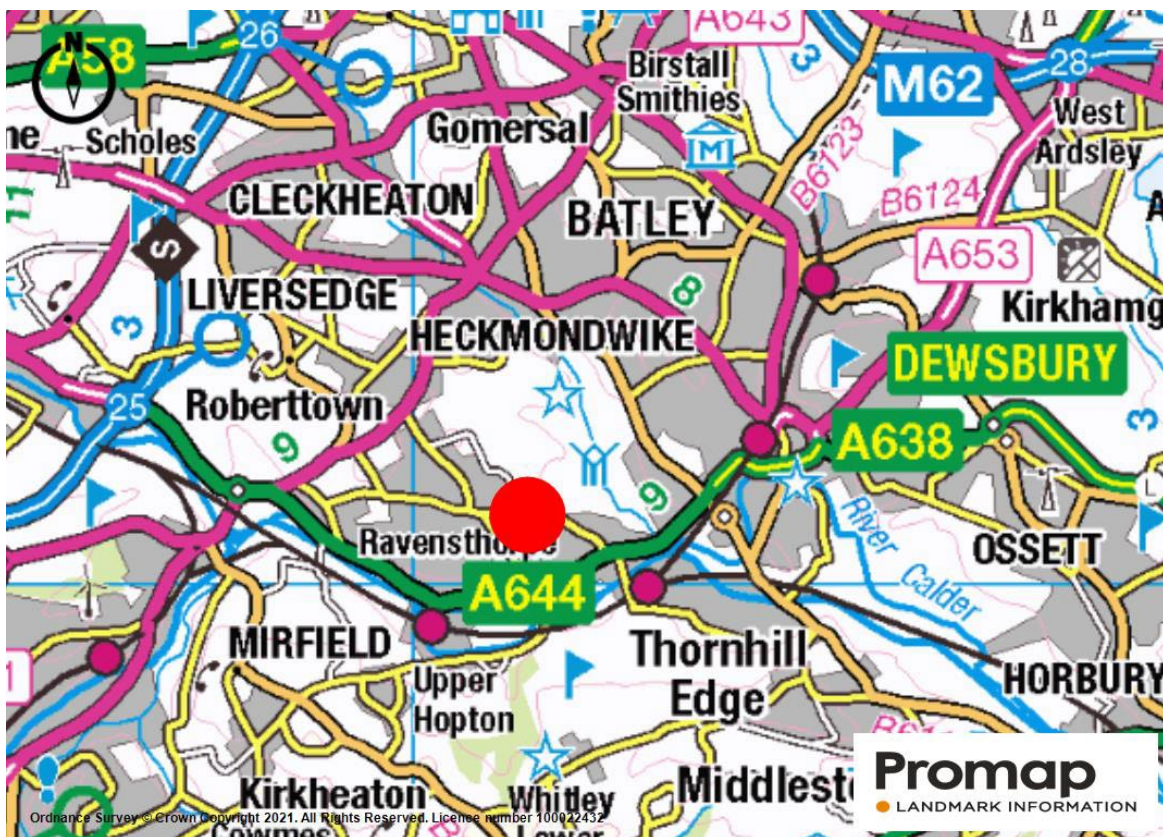
### Location and Situation

The site is located on the outskirts of Mirfield, a town and civil parish is Kirklees, in West Yorkshire. Mirfield is situated on the A644 between Dewsbury to the east and Brighouse to the west. Huddersfield is situated circa 7 miles to the south west, Halifax is circa 9.5 miles to the north west, Leeds is 13 miles to the north east and Wakefield is circa 9 miles to the east.

Mirfield benefits from good road connections and the site is situated less than 4 miles to the east of Junction 25 of the M62. Regular bus services run along Shillbank Lane, situated to the south of the site, which provide regular connections to Huddersfield, Dewsbury and Leeds. Mirfield also benefits from a train station, which provides regular direct services Huddersfield, Manchester, Bradford and Leeds, where connections can be made to the East Coast Mainline services.

The property is located to the east of Northorpe Lane and accessed via a private driveway. It is situated in an established residential area in an 'edge of town' location and therefore benefits from a semi-rural aspect and position.

The location of the site is identified approximately on the plan below:

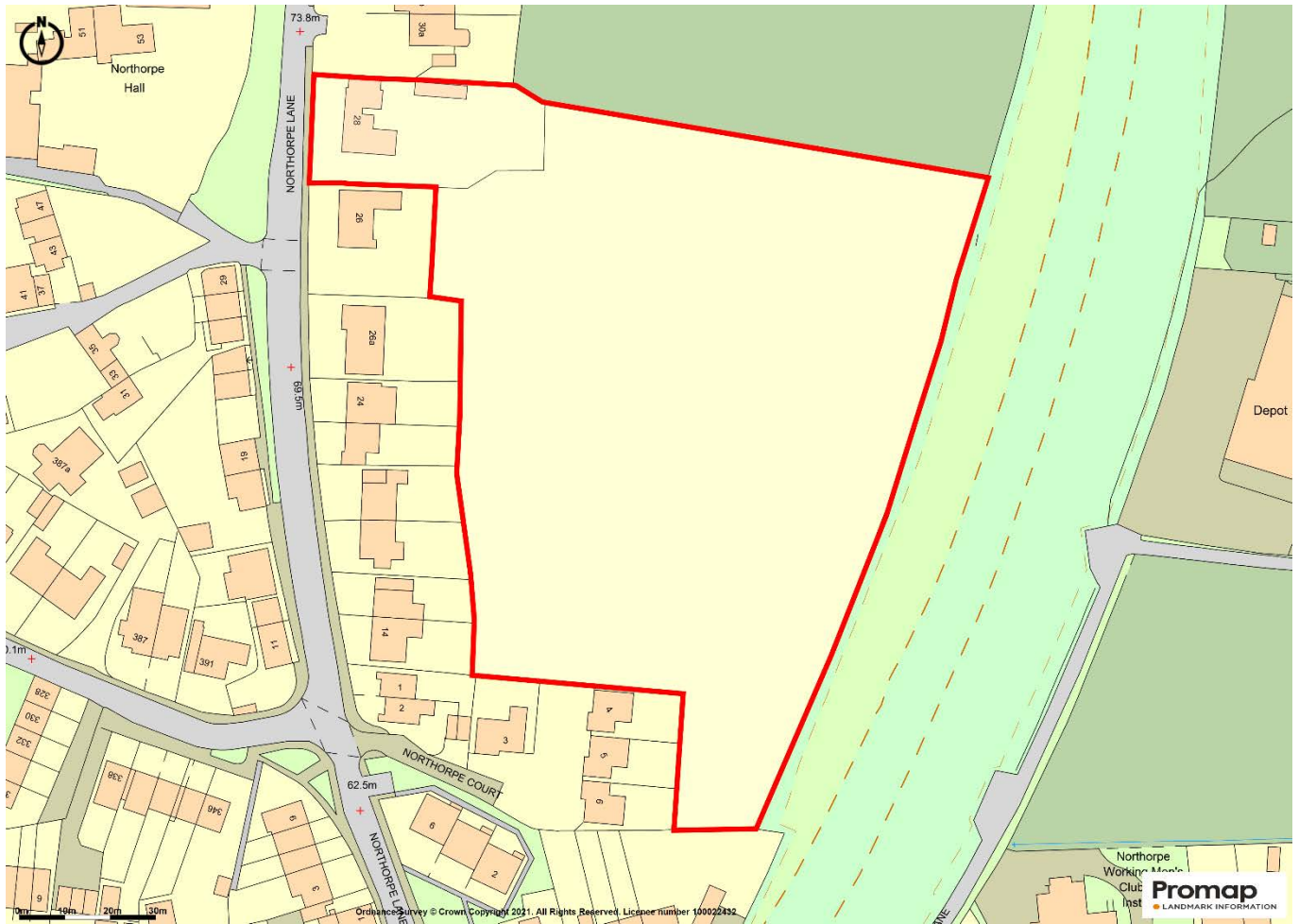


### Description

We have measured the site using the Ordnance Survey ProMap system. The property which forms the subject of this report comprises two irregular shaped parcels of land situated either side of Northorpe Lane extending to 3.57 acres (1.44 ha) gross. The red line boundary plan is shown below.



The larger parcel of land situated to the east of Northorpe Lane and extends to 3.41 acres (1.37 ha) and will comprise all the proposed development. It is therefore referred to as 'the site' or 'the property' hereafter. The smaller parcel of land (0.166 acres/ 0.067 ha) is situated to the west of Northorpe Lane and we understand will not be the subject of any development, but will be provided as a layby for construction vehicles, which would otherwise be parked on the highway. For the purposes of our assessment and this report, we have assumed a net development area of 3.41 acres (1.37 ha). The net development area is shown outlined in red on the plan below



The property comprises an irregular parcel of land which is occupied by an existing dwelling and private garden, with an open field beyond, which provides paddock land. The residential dwelling, which is arranged over two storeys with a single storey wing, is set back from Northhorpe Lane via a private driveway. We have not been provided with any detail in relation to the condition of this existing dwelling, however, we understand that it will be demolished as part of the proposed development on the site.

We have been provided with the following photographs of the site from the Design and Access Statement produced by Edward Architecture.



Existing 2-storey dwelling on the site

View from the site looking west

The property is located within an established residential area. The site is bounded to the north by an open field, separated by a barbed wire fence. The site is bounded to the east by a dense strip of woodland, which separates the site from Stoney Lane, a private road serving a small number of residential dwellings and a single commercial property.

To the southern boundary, the site is bound by gardens of residential properties on Northorpe Court and Shillbank Lane. These properties back onto the site boundary. To the west, the site is bound by the gardens of the residential properties on Northorpe Lane. These properties all back onto the site boundary and have generously sized rear gardens, providing adequate separation from the site.

The site is not located in a conservation area and there are no listed buildings on site.

### **Title**

We understand that Newett Homes (the 'Developer') does not currently own the freehold interest in the site. The property is held under two title numbers. The first (WYK501478) covers the existing residential dwelling, 28 Northorpe Lane. The second title number (WYK503300) covers the land adjoining 28 Northorpe Lane. We have not been provided with a Report on Title in respect of this interest. However, for the purposes of our appraisal, we have assumed that the Title is not affected by any encumbrances or restrictive covenants.

We understand that the property is currently occupied by the landowner, however vacant possession will be provided four weeks following completion of the sale.

We are aware that the site currently benefits from outline planning consent (2019/92378), for 48 residential dwellings, which was submitted by the existing landowner. We understand that the Developer, Newett Homes has an agreement to purchase the site, subject to achieving full planning consent, for an alternative scheme of 39 residential dwellings.

### 3. Planning Context

A Planning Statement has been compiled by the Developer's Planning Consultants. Avison Young provides a detailed assessment of the National Planning Policy Framework ("the Framework"). This section of the report outlines those elements of the documentation that are relevant to the subject site and this report.

#### **National Planning Policy Framework (NPPF) (2019)**

The Framework was updated on 20 July 2021 and sets out the Government's planning policies for England and how these are expected to be applied. At the heart of the Framework is the "presumption in favour of sustainable development" which for decision-making means: -

- "approving development proposals that accord with an up-to-date development plan without delay; or
- where there are no relevant development plan policies, or the policies which are most important for determining the application are out-of-date, granting permission unless:
  - I. the application of policies in this Framework that protect areas or assets of particular importance provides a clear reason for refusing the development proposed; or
  - II. any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies of this Framework taken as a whole". The Framework defines sustainable development as three overarching objectives: economic; social; environmental. Paragraph 9 of the Framework says that the objectives "should be delivered through the... application of [its] policies", but that "they are not criteria against which every decision can or should be judged".

The focus of the Framework is on the delivery of new houses. Indeed, it confirms at Paragraph 60 that Government's objective is "significantly boosting the supply of homes". To help achieve that objective, the Framework requires local planning authorities to do several things, including ensuring that there is always a specific five-year supply of deliverable housing sites (Paragraph 74). The Framework sets out how housing land supply should be calculated and sets out the implications for planning application decision-making where an LPA cannot demonstrate a five-year supply of deliverable housing land.

There is a focus towards early engagement with Local Planning Authorities by developers, which the applicant has sought to do prior to the submission of a formal planning application.

Of reference is paragraph 58, which states that: "Where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. It is up to the applicant to demonstrate whether circumstances justify the need for a viability assessment at the application stage. The weight to be given to a viability assessment is a matter for the decision maker, having regard to all the circumstances in the case, including whether the plan and the viability evidence underpinning it is up to date, and any change in site circumstances since the plan was brought into force. All viability assessments, including any undertaken at the plan-making stage, should reflect the recommended approach in national planning guidance, including standardised inputs, and should be made publicly available."

The Planning Practice Guidance ("the Guidance") provides greater detail regarding the inputs required in a Viability Assessment. We understand that in time this might lead to a standardised template, but that as yet has not been made available.

Regarding affordable housing, paragraph 65 states:

"Where major development involving the provision of housing is proposed, planning policies and decisions should expect at least 10% of the homes to be available for affordable home ownership, unless this would exceed the level of affordable housing required in the area, or significantly prejudice the ability to meet the identified affordable housing needs of specific groups. Exemptions to this 10% requirement should also be made where the site or proposed development:

- a) provides solely for Build to Rent homes;
- b) provides specialist accommodation for a group of people with specific needs (such as purpose-built accommodation for the elderly or students);
- c) is proposed to be developed by people who wish to build or commission their own homes; or
- d) is exclusively for affordable housing, an entry-level exception site or a rural exception site."

### **Local Development Plan – Kirklees**

The development plan applicable to this residential development is the Kirklees Local Plan which was adopted on 27 February 2019. The Local Plan is now the statutory development plan for Kirklees and has superseded the Kirklees Unitary Development Plan. Planning applications must be determined in accordance with the development plan unless material considerations indicate otherwise. The Kirklees Local Development Plan comprises the following documents: -

- Kirklees Local Plan Strategy and Policies – adopted 27 February 2019
- Kirklees Local Plan Allocations and Designations - adopted 27 February 2019
- Local Policies Map - adopted 27 February 2019.

The site is allocated for housing within the Kirklees Local Plan, under housing allocation reference HS69.

## Planning Permissions

The site has extant outline planning permission for 48 residential dwellings (planning reference - 2019/92378). No formal pre-application was sought for the proposed development of 39 residential dwellings, however a number of formal discussions have taken place between the Local Planning Authority (LPA) and the project team over recent months.

### S.106 Contributions

Based on the size of the site, the proposed scheme has an indicative yield of 39 dwellings. This number of dwellings would therefore trigger contributions relating to education, public open space, public transport, highways and affordable housing. Each of these would require a financial contribution. Affordable Housing In accordance with Kirklees Interim Affordable Housing Policy dated January 2020 and the Local Planning Policy, 20% of the proposed dwellings in the development would need to be provided as affordable housing. The Kirklees Strategic Housing Market Assessment (SHMA) dated October 2016 sets out the current required affordable housing tenure split in Kirklees as 55% affordable rent and 45% intermediate tenure.

Transfer values within Kirklees are set out in Supplementary Planning Document 2 (Affordable Housing) adopted in November 2008 and detail the price to be paid to the Developer by the Registered Provider or housing provider accredited by the Council for the affordable units within the scheme.

The figures below represent the price which will be paid for gross internal floorspace<sup>1</sup>.

	Affordable & Social Rented		Intermediate	
	Sq m	Sq ft	Sq m	Sq ft
<b>House</b>	£558 m <sup>2</sup>	£51.84 sq ft	£999 m <sup>2</sup>	£92.81 sq ft

#### Education

On 17 December 2021 the 'Education Service' confirmed that the education contribution would be **£0**.

#### Public Transport

Given the scale and nature of the development and its location, West Yorkshire Combined Authority (WYCA) in responding to the extant outline permission (2019/92378), requested that developer provides residential metro cards for the development at a total cost of **£22,022**. The closest bus stop on this corridor 16299 does not have a shelter. As part of this scheme, a bus shelter could be provided at the above named stop at a cost of **£13,000** to the developer to improve the public transport offer. In addition, a Real Time Information display could be provided at bus stop 16300 at a cost to the developer of **£10,000**. To access this stop, safe and direct pedestrian links are required. This has been estimated by Johnson Mowat to be circa **£30,000**. The total contribution per plot for public transport across the development is **£1,923**.

<sup>1</sup> **RESPONSE TO APP NOV 2021 REPORT:** We adopt the updated Council transfer values for affordable units.

## Highways

Contributions intended to mitigate the highway impacts of the proposed development have not yet been confirmed. It is understood that a contribution to fund a layby is required to ensure that a refuse vehicle can access the site safely and the financial contributions required due to the nature and scale of the proposed development. For the purposes of our assessment, we have assumed **£22,000** for the provision of the layby as part of the S.278 works required. This figure has been provided by the Developer. The need for further final contributions as part of the S.106 agreement would be assessed once the planning application has been submitted to the Council.

## Public Open Space

The proposed development is expected to make a the following open space provisions: -

- Amenity Green Space
- Parks & Recreation
- Natural & Semi Natural Green Space; and,
- Outdoor Sports

In this context there is a net requirement for a commuted sum of circa. **£80,318**. This equates to a contribution of **£2,059.40** per plot.

## Biodiversity Net Gain

The Biodiversity Impact Assessment (December 2021) confirms there is a Total Net Unit Change of Habitat Units (-**1.86** units) and River Units (-**0.20** units). We understand the Council requires a financial contribution of £20,000 per loss of un-site habitat unit, plus a 15% administration fee. Johnson Mowat has estimated the total cost/contribution for the loss on-site biodiversity to be **£42,780**.

## **Community Infrastructure Levy (CIL)**

Kirklees Council has made the decision not to make CIL chargeable on new developments within the Borough at the present time, given the Government has stated an intention to replace CIL with a nationally set Infrastructure Levy.

## 4. Development Proposals

We attached at **Appendix 2** to this report, a copy of the street scene elevation that we have been provided with by the Developer. As detailed above, we have assumed that full planning approval has been obtained on these proposals for the purposes of our assessment.

The Developer has also provided us with a copy of their most recent accommodation schedule for the proposed development, produced by Edward Architecture. We detail this below:

House Type	House Type Description	Area (sq ft)	Quantity	Total Area (sq ft)
MAY	3 bed detached	1,114	1	1,114
BLA	3 bed detached	973	2	1,946
ASP	3 bed semi detached/terraced 2.5 storey	1,012	14	14,168
BEE	3 bed semi detached integral garage split level	1,188	8	9,504
GUE	4 bed detached	1,223	1	1,223
MUL	4 bed detached integral garage	1,246	3	3,738
HAZ+	4 bed detached integral garage 2.5 storey	1,350	2	2,700
WIL	4 bed detached	1,384	1	1,384
WIL ALT	4 bed detached	1,384	2	2,768
BIR	4 bed detached integral garage	1,418	1	1,418
SES	3 bed semi detached integral garage split level	1,434	4	5,736
<b>TOTAL</b>			<b>39</b>	<b>45,702</b>

We understand that the existing residential dwelling on the site will be demolished as part of the development proposal, to make way for the new vehicular and pedestrian access road, from Northorpe Lane. The existing topography of the site has informed the layout of the development, which will be arranged in a 'U' shape on the site, taking account of the topographical challenges of the site such as the differing levels and necessary retaining walls.

The proposed road sweeps downwards into the site and along the western boundary, servicing properties on the 'upper development plateau' (dwellings 3 - 10), before reaching the 'lower development plateau', serving properties on either side of the road. The two properties at the south of the site are served from a private drive accessed from the primary road.

An area to the east of the site will include a drainage pumping station and an underground surface water attenuation tank. We provide a copy of the site plan below.



We understand from a review of the Design and Access Statement produced by Edward Architecture and attached to this report at **Appendix 3**, that the orientation of the properties makes the best use of the site's existing topography, with level changes being absorbed within the rear garden zone between the upper and lower development plateaus, with soft landscaped solutions where practicable, to minimise the requirement of large retaining structures.

As previously detailed, the Local Planning Authority policy is for developments of this size and nature to deliver 20% mixed tenure affordable housing, where this can be supported. In our assessment of a policy compliant scheme, we have therefore assumed the following notional tenure split:

- Private dwellings – 31 dwellings – 37,606 sq ft
- Affordable dwellings – 8 dwellings – 8,096 sq ft

For the purposes of our *policy compliant assessment*, we have notionally assumed the following accommodation and tenure split.

House Type	House Type Description	Area (sq ft)	Quantity	Total Area (sq ft)
<b>AFFORDABLE DWELLINGS</b>				
ASP	3 bed semi-detached/terraced 2.5 storey	1,012	8	8,096
<b>Total Affordable Dwellings</b>			<b>8</b>	<b>8,096</b>
<b>PRIVATE DWELLINGS</b>				
ASP	3 bed semi-detached/terraced 2.5 storey	1,012	6	6,072
MAY	3 bed detached	1,114	1	1,114
BLA	3 bed detached	973	2	1,946
BEE	3 bed semi-detached integral garage split level	1,188	8	9,504
GUE	4 bed detached	1,223	1	1,223
MUL	4 bed detached integral garage	1,247	3	3,741
HAZ+	4 bed detached integral garage 2.5 storey	1,350	2	2,700
WIL	4 bed detached	1,384	1	1,384
WIL ALT	4 bed detached	1,384	2	2,768

House Type	House Type Description	Area (sq ft)	Quantity	Total Area (sq ft)
BIR	4 bed detached integral garage	1,418	1	1,418
SES	3 bed detached integral garage split level	1,434	4	5,736
<b>Total Private Dwellings</b>			<b>31</b>	<b>37,606</b>
<b>TOTAL OVERALL</b>			<b>39</b>	<b>45,702</b>

We have assumed that the development will be constructed in line with the drawings as prepared by Edward Architecture on behalf of Newett Homes.

In terms of the key design features, we understand from Edward Architecture that the dwellings will benefit from three different elevation styles, to reflect the mixed character of local properties and add variety and appearance. All dwellings will either be constructed of reconstituted stone, red brick or have rendered elevations. All plots will benefit from:

- Pitched roofs in grey concrete tiles
- White uPVC double glazed windows with glazing bards to front elevations
- White uPVC fascia boards and soffits
- Black uPVC rainwater goods
- Composite front doors

All red brick plots will have the following:

- Plinth and contrasting brick band to front elevation
- Splayed contrasting brick soldier heads and brick on edge sills to front elevation
- Projected dentils and contrasting brick corbel detail to front elevations

All stone and render plots will have the following:

- Artstone window heads and sills to front elevations and surrounds to key windows
- Artstone dentils to front elevations
- Artstone quoin surrounds to some front doors.

Our sales values assume each unit will benefit from a 10-year NHBC building defect warranty (or similar) and the specification is commensurate with the usual high quality Newett Homes standard of finish. Once completed, appropriately priced and subject to the assumptions made in this report being correct, we are of the opinion that there are no site or product specific factors that would deter potential purchasers from the completed dwellings. We consider that the proposed finished dwellings would sit towards the upper end of the market.

## 5. Approach to Financial Viability Assessment

To improve clarity and accountability it is an expectation that any viability assessment is prepared with professional integrity by a suitably qualified practitioner and presented in accordance with National Planning Guidance and industry guidance. Practitioners should therefore ensure that the findings of a viability assessment are presented clearly.

Financial viability for planning purposes is defined within the RICS guidance note (GN94/2012) as *'An objective financial viability test of the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate Site Value for the landowner and a market risk adjusted return to the developer in delivering that project.'*

The assessment of financial viability is therefore an accepted principle in national planning policy, in the context of delivering development. Planning policy identifies Existing Use Value (EUV) as the starting point for assessing the uplift in value, or premium, which is required to incentivise the release of land. This must be considered having regard to the Site Value in the context of the development proposed. In this respect, the residual method is recognised as the basis for establishing Site Value in the context of a specific development proposal. It is therefore necessary to consider the EUV in addition to the Site Value supported by the scheme when considering any uplift in value and financial viability.

The residual method, recognises that the value of a development scheme is a function of several elements:

- the value of the completed development, also known as the gross development value (GDV);
- the direct costs of developing the property;
- the return to the developer for taking the development risk and delivering the scheme;
- the cost of any planning obligations, and
- the cost or value of the site

The residual method of valuation is typically used in two basic ways. In the first instance (option one) it can be used to assess the level of return (profit) generated from the proposed project where the cost of the land is an input into the appraisal. In the second option it can be used to establish a 'residual site value' by inputting a predetermined level of profit. The consequential outputs of options one and two can then be compared to a benchmark to assess the viability of the scheme.

For the purposes of this assessment, we have adopted the first option. This can be expressed through the simple calculation below:

**Gross Development Value (GDV) (minus) Total Costs (including Land Value) = Developer's Profit**

The approach is to value the completed development as proposed, the Gross Development Value (GDV), which in this instance includes the value of the private sale and the affordable dwellings. Construction costs including housing build, externals, infrastructure, professional fees, development abnormalities and sale fees, etc. are then deducted from the resulting GDV. The amount by which the GDV exceeds the total cost equates to a surplus. This surplus can be used to support developer's profit, land value and other contributions or allowances.

## Developer's Profit

A key element of viability is to allow a risk adjusted market return to the developer. Without this there is no commercial justification to a developer investing money into a site. Profit can be considered a reflection of development risk. Paragraph 018 of PPG states that 15% to 20% of Gross Development Value may be considered a suitable return to developers.

In our opinion, Mirfield is a reasonably good housing market area and is situated a commutable distance from the major employment areas of Leeds, Huddersfield and Bradford. The site is situated in an attractive edge of town location, which benefits from a semi-rural position and aspect.

There are several risks associated with the site, such as the significant levelling issues, which have impacted on the amount of abnormal costs associated with the proposed development.

As a result, we would expect that a developer would require a profit of at least 17.50% on GDV to undertake a residential scheme on the subject site <sup>2</sup>. Nevertheless, in the interest of robustness and giving the scheme the strongest chance of viability, we have targeted a profit of only 15% on GDV, in line with the lowest threshold set out in PPG.

## Sensitivity Analysis

We have appraised three scenarios in support of this assessment and in keeping with acceptable practice, have undertaken sensitivity analysis to identify the impact of these scenarios on the level of Developer's profit within the proposed scheme.

The first scenario considers the viability of the proposed development based on an assumed policy compliant Section 106 Agreement scheme. This assumes the provision of 20% mixed tenure affordable housing on site, together with an assumed per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as advised by the Developer's Planning Consultants and discussed in more detail in Section 3 of this report.

The second scenario assumes a partially compliant scheme, providing four affordable units within the scheme, together with the assumed per dwelling monetary contribution, in respect of additional Section 106 Agreement obligations.

The third scenario assumes a non-policy compliant scheme, providing zero affordable housing but still providing the assumed per dwelling monetary contribution, in respect of additional Section 106 Agreement obligations.

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<sup>2</sup> **RESPONSE TO APP NOV 2021 REPORT:** The guidance position set out by the Council is 15% to 20% and therefore 17.5% profit on GDV as a benchmark should be deemed acceptable. We disagree with the position of Align that all stakeholders must accept some hurt, including profit margin, when working with sites which are difficult to deliver. In contrast, we believe that where sites have uncertainty and added cost, an acceptable profit margin, to secure commitment from a developer, is likely to be in excess of 17.5% in order to account for the additional risk associated. We have settled on 17.5% as a reasonable level of profit on the basis it was reasonable in circumstances where there is potential for significant site related risk which could lead to cost over-runs.

## Viability Assessment Approach

We have carried out this Viability Assessment on a desktop basis and have relied upon the information which has been supplied by the Developer, subject to our own independent assessment where necessary. We have also undertaken our own due diligence and applied our own Knowledge and experience of the local market and development sector. This includes the assessment and interpretation of comparable evidence.

Our assessment of financial viability therefore considers and the site's EUV and the Value of the Site, as supported by the proposed development. Typically, these values would be considered having regard to the level of premium that a landowner can reasonably be expected to require as an incentive to bring the site forward for the development intended, as defined by the guidance.

However, in this instance, as the EUV is determined as being the value of the site with the benefit of implementable outline planning consent for residential development, we consider that this value also is reflective of the Benchmark Land Value. In this instance, we do not consider it appropriate to add a premium to the EUV to arrive at the Benchmark Land Value, as the premium the landowner would receive is implicit within the uplift in land value achieved when the site is sold in the open market with the benefit of such consent.

Furthermore, our assessment of financial viability also seeks to address what would be considered as an appropriate level of profit for a developer to deliver this scheme in the market.

In undertaking this exercise, we have used the Argus Developer software package for assessing residual land value. This package is widely used within the development industry.

We are satisfied that the approach we have adopted reflects current industry guidance and practices.

## 6. Viability Analysis

As detailed above, we have approached our assessment of financial viability by considering the site's Existing Use Value (EUV) which in turn has informed the Benchmark Land Value. We have also considered what would be an appropriate level of profit or risk adjusted return for a developer to deliver this scheme in the market. We comment on each of these areas in turn, as follows:

### Existing Use Value (EUV)

As the subject site currently benefits from outline planning consent for residential development, to establish the Existing Use Value, we have considered comparable land transactions in and around Mirfield, for sites which have sold with the benefit of planning consent for residential development.

In line with PPG guidance, we have made reasonable endeavours to obtain the full transaction details of the evidence below and where appropriate, identified any adjustments necessary to reflect the cost of policy compliance (including affordable housing), or differences in the quality of land and site scale.

It should be noted certain information can be difficult to verify first-hand, given the lack of transparency within the residential land sector, compared to other property sectors. Also, each site and each development proposal have specific characteristics and factors which impact on value.

Since our previous report in April 2021, we have had subsequent time to gain further information regarding land transactions and specific details relating to each transaction. We detail our evidence of relevant land transactions below, highlighting any updated evidence for clarity.

Address	Developer	Size	Price	Date of Sale	Comments
Land at Whitechapel Road, Cleckheaton, BD19 6HR	Barratt David Wilson	11 acres (4.45 ha)	£3,650,000 (£331,818 per acre)	July 2021	<ul style="list-style-type: none"> <li>Former grazing land which was allocated for residential land in the local plan.</li> </ul>
Scotgate Road, Honley, HD9 6RE	Barratt David Wilson	8.2 acres (3.32 ha)	£5,400,000 (£658,536 per acre)	December 2020	<ul style="list-style-type: none"> <li>Former agriculture land allocated for residential land. The land was bought via an option agreement with a reduction from market value of 5% and planning costs of approximately £200,000.</li> </ul>
Former St Luke's Hospital, Blackmoorfoot Road, HD4 5FA	Avant Homes	15.8 acres (6.39 ha)	£5,942,000 (£376,076 per acre)	November 2019	<ul style="list-style-type: none"> <li>Allocated brownfield residential land which is the site former hospital.</li> </ul>
Crosland Road, Oakes, Huddersfield, HD3 3FS	Taylor Wimpey	6.91 acres (2.8 ha)	£1,750,000 (£253,256 per acre)	March 2019	<ul style="list-style-type: none"> <li>Allocated residential land which was formerly agricultural land. The land was bought via a short-term option agreement with a reduction from market value of 5%.</li> </ul>
Land on the East Side of Leeds Road, Mirfield, WF14 0DE	Taylor Wimpey - Robinsons Place	12.35 acres (5.65 ha)	£6,080,000 (£492,108 per acre)	March 2019	<ul style="list-style-type: none"> <li>As part of the development, TW delivered the adjacent employment land for Caddick. The cost of the infrastructure was c.£3m, which resulted in the mitigation of provision all affordable housing in order to ensure a reasonable land price was paid to the landowner.</li> <li>S.106 contributions included education and road improvements, as well as the S.278 for improvements to the junction.</li> <li>The main site abnormal costs related to levels, retaining walls and depend foundations, as well as the creation of SUDS attenuation basins. This is very similar to the abnormal costs proposed at the subject site.</li> </ul>

Address	Developer	Size	Price	Date of Sale	Comments
Pilling Lane, Scissett, HD8 9JF	Redrow Homes – Langley Grange	16.22 acres (6.6 ha)	£7,500,000 (£462,392 per acre)	January 2018	<ul style="list-style-type: none"> <li>S.106 contributions included education and off-site public open space.</li> <li>As part of the signed S.106 the developer was required to provide 20 affordable dwellings on the site (15% provision) including 3 intermediate dwellings and 27 social rented dwellings.</li> <li>We have been informed by the developer that there were £3,700,000 abnormal costs associated with the site.</li> </ul>
Land on the West Side of Owl Lane, Dewsbury, WF12 7RH	Harron Homes – Amberwood Chase	7.49 acres (3.033 ha)	£1,775,000 (£236,982 per acre)	December 2016	<ul style="list-style-type: none"> <li>Site purchased in three sections. This transaction refers to the southern section of the site.</li> <li>Availability of information in respect of this transaction is limited.</li> </ul>
Land on the West Side of Owl Lane, Dewsbury, WF12 7RH	Harron Homes – Amberwood Chase	7.07 acres (2.863 ha)	£1,775,000 (£251,050 per acre)	December 2015	<ul style="list-style-type: none"> <li>Site purchased in three sections. This transaction refers to the middle section of the site known as Rosewood Drive.</li> <li>As part of the signed S.106 agreement, the Developer was required to provide an additional intermediate tenure dwelling on site (further to the requirements below).</li> </ul>

Address	Developer	Size	Price	Date of Sale	Comments
Land on the West Side of Owl Lane, Dewsbury, WF12 7RH	Harron Homes – Amberwood Chase	14.04 acres (5.683 ha)	£2,060,000 (£146,723 per acre)	December 2014	<ul style="list-style-type: none"> <li>• Site purchased in three sections. This transaction refers to the north west section of the site, closest to Owl Lane (B6128).</li> <li>• The site was purchased subject to satisfactory planning consent for residential dwellings.</li> <li>• As part of the signed S.106 agreement, the Developer was required to provide 23 affordable dwellings on site (15 x social rented and 8 x intermediate tenure). Furthermore, a contribution of £796,531 toward off-site affordable housing was also required.</li> <li>• Further S.106 monetary contributions included: <ul style="list-style-type: none"> <li>○ £25,000 for a bus stop</li> <li>○ £10,000 for a travel plan monitoring fee</li> <li>○ £348,656 for an educational contribution.</li> </ul> </li> </ul>

In total, the Harron Homes – Amberwood Chase scheme extends to 28.6 acres. The overall price paid for the land based on the above transactions is £5,610,000. This reflects an average land value of £196,154 per acre.

We consider both the Taylor Wimpey, Mirfield, and Barratt David Wilson, Honley, transactions provide a useful upper limit reference point in terms of the Existing Use Value of the subject site, given the location of the site itself, its proximity to the subject site and its recent transaction date.

The Barratt David Wilson site is situated approximately 7.5 miles south west of the subject site on Scotgate Road, Honley. The Taylor Wimpey site is situated 1.9 miles to the north west of the subject site on Northorpe Lane and comprises 160 new build residential dwellings. The site extends to approximately 5.65 hectares (12.35 acres) and is adjacent to employment land, occupied by a small number of industrial units. We understand from information taken from Land Registry, that the site was purchased in March 2019 for £6,080,000. This devalues to circa £492,108 per acre.

We understand from speaking with Taylor Wimpey that there were several abnormal costs associated with the site (levelling works, retaining walls, deepened foundations and the creation of the SUDS attenuation basins) that heavily impacted on the viability of development of this site.

Furthermore, as part of the development of Robinsons Place, Taylor Wimpey covered the infrastructure costs to facilitate the delivery of the adjacent site for employment use, which amounted to circa £3 million. The cost of these works, in addition to the abnormal costs associated with the development on site, would have negatively impacted on the viability of the scheme, particularly if a policy complaint position was adopted in relation to the provision of affordable housing. This in turn would have impacted on the price the developer, Taylor Wimpey, was able to pay the landowner for the site.

The Local Planning Authority were mindful of the impact of the abnormal costs on the overall viability of the development. They recognised the need to achieve residential development on this site and the opportunity to facilitate the adjacent land for employment uses, whilst ensuring the landowner was remunerated appropriately and the developer was able to secure an appropriate risk adjusted market return. As a result, the need to provide affordable housing as part of this Section 106 agreement for the development of this site was mitigated.

However, the purchase of the north west section of the Land on the west side of Owl Road by Harron Homes in December 2014, we consider provides a more appropriate land comparable, albeit now relatively historic. The site extends to 14.04 acres and was purchased for £2,060,000, which reflects a land value of £146,723 per acre. Whilst we are not aware of the level of abnormal costs associated with the development of this site, we are aware of the level of S.106 contributions that were required by the developer. The developer, Harron Homes, were required to provide 23 affordable homes on site, out of a total of 206 consented dwellings. This reflects the provision of approximately 11% affordable housing.

Although the price of the Redrow Homes land transaction in Scissett, £7,500,000, can be seen as an upper limit reference point in terms of the Existing Use Value of the subject site, we consider it provide a useful comparable in that this scheme was not required to provide a policy compliant level of affordable housing. The developer has informed us that the level of abnormal costs associated with the development of this site, which extends 16.22 acres, was £3,700,000 and we are aware of the level of S.106 contributions that were required by the developer. The developer, Redrow Homes, were required to provide 30 affordable homes on the site, out of a total of 200 consented dwellings. This reflects a provision of only 15% overall for a site with less abnormal costs and located in a higher market area than the subject site. The abnormal cost per plot on this scheme can be seen to be £18,500 and from a Zoopla search of the housing sales in the past 5 years, house prices in Scissett are approximately 27% higher than in Mirfield.

We are also aware of a land parcel which extends 6.91 acres in Oakes, Huddersfield which was bought for £1,750,000 by Taylor Wimpey in March 2019. This reflects a land value of £253,256 per care. We consider that this site to provide another appropriate land comparable due to the similar, though slightly lesser, housing market in this area when compared to that of Mirfield. From a Zoopla search of the housing sales in the past 5 years, housing in Mirfield can be seen to have an average sale price of £201,819 whereas the average sale price for housing in this area for which the Taylor Wimpey land is located is only £185,722. This represents an 8% difference in average house prices between the two areas. Although we do not know the specific abnormal costs associated with this land, we would consider this site to also be an appropriate land comparable and due to Mirfield's superior housing market area that it may be argued that land in Mirfield would be valued at a similar or potentially higher value than this land.

Furthermore, in July 2021 Barratt David Wilson acquired 11 acres of land in Cleckheaton for £3,650,000 which reflected a land value of £331,818 per acre. From a Zoopla search of the housing sales in the past 5 years, housing in Mirfield can be seen to have an average sale price of £201,819 whereas the average housing sale price for the area for which the Barratt David Wilson land is located is only £184,448. This represents an 9.6% difference in house prices between these areas. Although we do not know the specific abnormal costs associated with this land, we would consider this site to also be an appropriate land comparable and due to Mirfield's superior housing market area that it may be argued that land in Mirfield would be valued at a similar or potentially higher value than this land.

It is our view that land values in and around Mirfield for sites with the benefit of planning consent for residential development range from £150,000 – £650,000. However, based on the location of the site, the specific site characteristics and the comparable evidence listed and summarised above, we continue to believe that the EUV of the subject site to be in the order of **£200,000**<sup>3</sup>.

Accordingly, it is our view that this value represents the base value against which any Site Value should be compared with, in terms of the assessment of financial viability.

## Benchmark Lane Value

Para 013 of the PPG provides guidance on the issue of benchmark land values and states that:

*"A benchmark land value should be established on the basis of the Existing Use Value (EUV) of the land, plus a premium for the landowner. The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. The premium should provide a reasonable incentive, in comparison with other options available, for the landowner to sell land for development while allowing a sufficient contribution to comply with policy requirements. Landowners and site purchasers should consider policy requirements when agreeing land transactions. This approach is often called 'Existing Use Value plus (EUV+)'"*

In determining the benchmark land value, PPG states at Para 014 what factors should be considered when establishing the benchmark land value. It states that the benchmark land value should:

- Be based upon Existing Use Value (EUV);
- Allow for a premium to landowners;
- Reflect the implications of abnormal costs; site specific infrastructure costs; and professional fees; and

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<sup>3</sup> **RESPONSE TO APP NOV 2021 REPORT:** We disagree with the benchmark figure which Align have proposed of £150,000 and it is our opinion that this figure is too low. The evidence we have summarised is mostly higher than this, as set out above. Therefore, we believe that a £200,000 per acre benchmark is acceptable; even taking account of the higher than average level of abnormal costs at the site the £200,000 per acre suggestion is below nearly all of the local evidence, even in comparison to areas with lower average housing sale prices.

- Be informed by market evidence including current uses, costs and values. Where recent market evidence is used to inform assessment of benchmark land value this evidence should be based on developments which are compliant with policies, including for affordable housing. Where this evidence is not available plan makers and applicants should identify and evidence any adjustments to reflect the cost of policy compliance. This is so that historic benchmark land values of non-policy compliant developments are not used to inflate values over time.

We are of the opinion that as the site currently benefits from outline planning consent for a residential development scheme, we consider the Benchmark Land Value in this instance will be in line with the Existing Use Value of the site. As discussed above, any developer purchasing the site in the open market would look to pay the landowner the value of the site with the benefit of this planning permission, rather than the value of the single dwelling that currently occupies the site plus the value of the adjoining paddock land.

Whilst it is typically accepted practice that a Benchmark land Value is the Existing Use Value plus a premium, we do not consider the addition of a premium to be appropriate in this instance, as the EUV is reflective of the uplift in land value because of the benefit of planning consent for residential development on site. This implicitly applies a premium to the land, over and above its current use i.e. a residential dwelling with adjoining paddock land.

It is therefore our opinion that a landowner's expectation in respect of the sale of the site at 28 Northorpe Lane would be to achieve a value in the region of £680,000 for the site, which reflects a land value of £200,000 per acre on a net development area basis. We consider this land value to be supported by the comparable evidence discussed in the EUV section above.

## **Residual Site Value – Proposed Development of 39 Residential Dwellings**

We have appraised the proposed development using the Argus Developer software. The appraisal represents an analysis of the development intended where the land value is a residual element derived from several variables, predominantly Gross Development Value and Total Development Costs, including the return to the developer for taking the development risk and delivering the scheme (profit). We detail our assessment of each of these variables in respect of the development proposed as follows:

### **Comparable Residential Sales Values**

To assess the likely sales values achievable at the subject site, we have undertaken research into the new homes market in Mirfield.

Since our previous report in April 2021, substantial time has passed to allow for further housing sales to occur. Due to this we have updated our comparable evidence to ensure that we capture the most update comparable evidence of the achieved sale prices in the area. Furthermore, through collecting new comparable evidence of the sites summarised below we have been able to assess and compare how the achieved sale prices in these locations have changed over time. We have highlighted any new data captured below for clarity.

We consider the most comparable schemes are set out below:

## Gleeson Homes – Calder View, Lower Hopton, Mirfield, WF14 8JD

Situated circa 2.1 miles to the south west of the site in Lower Hopton is the new Gleeson Homes scheme. Calder View provides a collection of two, three- and four-bedrooms homes, offering a range of detached and semi-detached house types. The site is situated within walking distance from Mirfield train station and benefits from good road connectivity. The dwellings on the site have been selling well, with only a few remaining.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
29 Calder Close	Semi-detached	646	£131,995	£204	Oct-20
64 Calder Close	Detached	1,141	£203,995	£179	Oct-20
25 Calder Close	Semi-detached	646	£131,995	£204	Oct-20
58 Calder Close	Detached	807	£163,995	£203	Sep-20
7 River Bank View	Detached	807	£177,995	£220	Sep-20
54 Calder Close	Detached	827	£177,995	£215	Jul-20
56 Calder Close	Semi-detached	807	£154,995	£192	Jul-20
2 River Bank View	Semi-detached	807	£144,995	£180	May-20
10 River Bank View	Semi-detached	807	£160,995	£199	Apr-20
4 River Bank View	Semi-detached	657	£121,995	£186	Mar-20
6 River Bank View	Semi-detached	657	£121,995	£186	Mar-20
5 River Bank View	Detached	818	£172,995	£211	Mar-20
14 Fisherman's Walk	Detached	775	£151,995	£196	Dec-19
15 Fisherman's Walk	Semi-detached	807	£149,995	£186	Dec-19
12 River Bank View	Semi-detached	764	£142,995	£187	Dec-19
14 River Bank View	Detached	807	£166,995	£207	Dec-19
8 River Bank View	Detached	818	£170,995	£209	Dec-19
11 Fisherman's Walk	Semi-detached	764	£140,995	£184	Dec-19
9 Fishermans Walk	Semi-detached	646	£119,995	£186	Dec-19
7 Fisherman's Walk	Semi-detached	646	£119,995	£186	Dec-19

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
3 Fisherman's Walk	Semi-detached	646	£117,995	£183	Nov-19
5 Fisherman's Walk	Semi-detached	764	£138,995	£182	Nov-19
10 Fisherman's Walk	Detached	775	£156,995	£203	Nov-19
8 Fisherman's Walk	Detached	807	£168,995	£209	Nov-19
<b>Average</b>				<b>£196</b>	

This Gleeson Homes scheme is situated on the south side of the River Calder to the subject site. It occupies a location closer to the town centre and is situated near many of the amenities within Mirfield. However, based on our experience in the market and our visibility of the Gleeson Homes product, size and specification, we consider that the proposed Newett Homes units at the subject site would achieve significantly higher capital values per sq ft.

The average price per sq ft achieved here in our previous report was £193. If we compare this to the new average of £196, this represents a 1.6% increase in sale prices.

#### **Taylor Wimpey – Robinsons Place, Leeds Road, Mirfield, WF14 0DE**

Situated circa 1.9 miles to the north west of the subject site is the new Taylor Wimpey Robinsons Place scheme. This large development provides 160 new build dwellings offering a range of terraced, semi-detached, and detached properties. All units are mix of three- and four-bedrooms.

We have not been able to obtain any new build sales evidence from the Land Registry on this scheme, however, we present below the current asking prices for the scheme.

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
2 Lavender Court	Detached	1,464	369,995	£253	Mar-21
24 Lavender Court	Detached	1,249	314,995	£252	Feb-21
26 Lavender Court	Detached	1,378	362,995	£263	Feb-21
12 Lavender Court	Detached	1,595	364,995	£243	Feb-21
4 Lavender Court	Detached	1,464	354,995	£243	Jan-21
5 Lavender Court	Detached	1,378	353,995	£257	Jan-21
9 Lavender Court	Semi-detached	1,119	239,995	£214	Dec-20
7 Lavender Court	Semi-detached	1,119	234,995	£210	Dec-20

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
11 Summers Drive	Semi-detached	1,119	234,995	£210	Dec-20
1 Lavender Court	Semi-detached	861	224,995	£261	Nov-20
3 Lavender Court	Semi-detached	861	224,995	£261	Nov-20
12 Summers Drive	Detached	1,378	344,995	£250	Nov-20
10 Summers Drive	Semi-detached	861	209,995	£244	Nov-20
9 Summers Drive	Semi-detached	1,119	234,995	£210	Nov-20
7 Summers Drive	Semi-detached	1,119	239,995	£214	Nov-20
3 Summers Drive	Detached	1,152	279,995	£243	Oct-20
5 Summers Drive	Detached	1,152	279,995	£243	Oct-20
1 Summers Drive	Detached	1,227	299,995	£244	Oct-20
8 Summers Drive	Semi-detached	861	219,995	£255	Oct-20
4 Summers Drive	Detached	1,335	319,995	£240	Sep-20
6 Summers Drive	Detached	1,152	279,995	£243	Sep-20
<b>Average</b>				<b>£241</b>	

We have now updated the table above to include sale prices as this information has become available since our initial report.

We consider this scheme by Taylor Wimpey to be the most comparable to the subject site as it occupies a similar 'edge of town' location and as it is the most recent new build development in Mirfield. However, we would consider that this Taylor Wimpey scheme occupies a marginally superior micro-location within Mirfield from a housing market perspective, given its road connectivity, in comparison to the subject site. We would therefore expect this site to achieve similar, though slightly better, capital value per sq ft when compared to the subject site.

In our previous report we were unable to obtain any new build sales evidence from the Land Registry on this scheme. In lieu of this we presented the asking prices for the scheme at the time. We have now been able to successfully obtain sales data for this scheme which is summarised above. The asking prices at the time of writing the previous report equated to an average asking price per sq ft of £234 which is approximately 3% lower than the average price per sq ft of the sales data summarised above.

### Riva Homes – Knowl Park Gardens, Mirfield, WF14 9FF

This development by Riva Homes is situated c.1.2 miles to the south west of the subject site and provides an exclusive collection of 14 luxury family homes, offering four, five and six bedrooms. The development offers a range of high specification semi-detached and detached homes – with some dwellings benefitting from a self-contained separate annex.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
8 Knowl Park Gardens	Detached	1,981	£665,000	£336	Nov-19
2 Knowl Park Gardens	Detached	2,185	£780,000	£357	Aug-19
12 Knowl Park Gardens	Semi-detached	1,507	£335,000	£222	May-19
7 Knowl Park Gardens	Detached	1,981	£570,000	£288	Apr-19
9 Knowl Park Gardens	Detached	1,507	£599,999	£398	Apr-19
4 Knowl Park Gardens	Detached	3,014	£775,000	£257	Mar-19
11 Knowl Park Gardens	Detached	1,507	£499,999	£332	Jan-19
6 Knowl Park Gardens	Detached	1,981	£574,000	£290	Jan-19
5 Knowl Park Gardens	Detached	1,981	£649,999	£328	Dec-18
15 Knowl Park Gardens	Semi-detached	1,507	£325,000	£216	Sep-18
<b>Average</b>				<b>£302</b>	

Given that there is still a lack of relatively new build schemes in and around Mirfield, we continue to consider the Riva Homes scheme above to provide reasonable comparable evidence, given it is located within central Mirfield, albeit some of the transactions listed within the table above provide relatively historic evidence. However, given the size of the units within the development and the end specification of the Riva Homes product, we consider it to be superior to the proposed Newett Homes units at the subject site. We therefore anticipate the units at the proposed scheme will achieve a lower capital value per sq ft.

The three schemes list on the previous pages are the only new build schemes developed in Mirfield in recent times. We therefore have widened our search radius to 7 miles from the subject site postcode of WF14 0QN. We present our findings below.

### **Persimmon Homes - Calder Grange, Rumble Road, Dewsbury, WF12 7LR**

Calder Grange by Persimmon Homes is a new collection of two, three- and four-bedroom properties located near Dewsbury, circa 3.8 miles to the north east of the subject site. The development offers a range of detached and semi-detached units, many of which have already sold.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
36 Kingfisher Way	Semi-detached	872	£209,950	£241	Jun-21
32 Kingfisher Way	Detached	1,281	£274,950	£215	Jun-21
34 Hawk Road	Detached	872	£214,950	£247	Jun-21
22 Kingfisher Way	Detached	872	£224,950	£258	May-21
12 Kingfisher Way	Detached	872	£224,950	£258	Apr-21
43 Woodpecker Road	Detached	947	£234,950	£248	Mar-21
10 Kingfisher Way	Detached	872	£224,950	£258	Mar-21
7 Kingfisher Way	Detached	872	£219,950	£252	Feb-21
28 Kingfisher Way	Detached	1,098	£269,950	£246	Feb-21
3 Kingfisher Way	Detached	872	£219,950	£252	Feb-21
3 Hawk Road	Detached	969	£234,950	£243	Jan-21
16 Kingfisher Way	Terraced	969	£179,950	£186	Dec-20
20 Kingfisher Way	Terraced	969	£184,950	£191	Dec-20
14 Kingfisher Way	Terraced	969	£184,950	£191	Dec-20
26 Kingfisher Way	Detached	1,281	£274,950	£215	Dec-20
4 Hawk Road	Detached	1,281	£269,950	£211	Dec-20
18 Kingfisher Way	Terraced	969	£179,950	£186	Dec-20
15 Kingfisher Way	Semi detached	743	£179,950	£242	Dec-20

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
8 Kingfisher Way	Detached	1,281	£269,950	£211	Nov-20
5 Kingfisher Way	Detached	969	£239,950	£248	Nov-20
25 Hawk Road	Detached	969	£234,950	£243	Nov-20
10 Hawk Road	Semi detached	872	£204,950	£235	Nov-20
2 Kingfisher Way	Semi detached	743	£179,950	£242	Nov-20
1 Kingfisher Way	Detached	872	£219,950	£252	Nov-20
12 Hawk Road	Semi detached	872	£204,950	£235	Oct-20
9 Kingfisher Way	Detached	1,281	£269,950	£211	Sep-20
2 Hawk Road	Detached	1,098	£249,950	£228	Sep-20
21 Hawk Road	Detached	1,281	£269,950	£211	Aug-20
1 Hawk Road	Detached	1,281	£259,950	£203	Aug-20
23 Hawk Road	Detached	969	£229,950	£237	Jul-20
8 Hawk Road	Semi detached	743	£179,950	£242	Jul-20
9 Hawk Road	Semi detached	743	£174,950	£236	Jul-20
6 Hawk Road	Semi detached	743	£174,950	£236	Jul-20
19 Hawk Road	Detached	1,098	£249,950	£228	Jun-20
21 Rumble Road	Detached	947	£234,950	£248	Jun-20
9 Rumble Road	Detached	947	£229,950	£243	May-20
38 Rumble Road	Detached	947	£224,950	£237	Mar-20
11 Rumble Road	Detached	1,098	£239,950	£219	Feb-20
25 Rumble Road	Detached	872	£219,950	£252	Dec-19
32 Rumble Road	Detached	1,195	£264,950	£222	Dec-19
27 Rumble Road	Detached	1,098	£249,950	£228	Dec-19
36 Rumble Road	Semi detached	743	£179,950	£242	Dec-19
15 Rumble Road	Semi detached	872	£199,950	£229	Dec-19

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
17 Rumble Road	Semi detached	872	£199,950	£229	Nov-19
19 Rumble Road	Detached	969	£239,950	£248	Nov-19
<b>Average</b>				<b>£232</b>	

Although this scheme is located within the postal district of Dewsbury, it is also situated in an 'edge of town' location, like the subject site. This scheme also provides examples of recent sales transactions of new build units in this locality, demonstrating the level of occupier demand. However, the unit sizes within this Persimmon scheme appear to be smaller than the units that are proposed at the subject site. On balance, we consider that the proposed development at the subject site would likely achieve a similar average capital value per sq ft across the entirety of the scheme.

The average price per sq ft quoted in this report for the scheme is the same figure as quoted in our previous report. This would suggest that there has been little movement in end unit values on this scheme since our last report.

#### **Harron Homes – Amberwood Chase, Owl Lane, Dewsbury, WF12 7RH**

This collection of high-quality family homes delivered by Harron Homes is situated circa 4.6 miles to the north east of the subject site. This large development has been delivered in phases and comprises a range of detached and semi-detached homes offering two and three bedrooms.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
5 Amberwood Chase	Detached	1,313	£307,995	£235	Sep-20
76 Amberwood Chase	Detached	1,313	£316,995	£241	Sep-20
78 Amberwood Chase	Detached	1,076	£261,245	£243	Sep-20
82 Amberwood Chase	Detached	1,141	£289,846	£254	Aug-20
84 Amberwood Chase	Detached	1,066	£248,995	£234	Aug-20
72 Amberwood Chase	Detached	1,507	£305,000	£202	Aug-20
86 Amberwood Chase	Terraced	850	£227,995	£268	Jul-20
88 Amberwood Chase	Detached	850	£278,995	£328	Jul-20
74 Amberwood Chase	Detached	1,313	£311,995	£238	Jul-20

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
141 Amberwood Chase	Detached	1,313	£306,995	£234	Jul-20
135 Amberwood Chase	Detached	850	£274,995	£323	Jun-20
137 Amberwood Chase	Detached	850	£278,995	£328	Jun-20
3 Amberwood Chase	Detached	850	£237,995	£280	Apr-20
70 Amberwood Chase	Detached	1,507	£346,995	£230	Feb-20
68 Amberwood Chase	Detached	1,507	£346,995	£230	Feb-20
92 Amberwood Chase	Detached	1,507	£349,995	£232	Jan-20
133 Amberwood Chase	Detached	850	£275,000	£323	Dec-19
129 Amberwood Chase	Detached	850	£223,000	£262	Dec-19
145 Amberwood Chase	Detached	850	£267,000	£314	Dec-19
131 Amberwood Chase	Detached	850	£250,995	£295	Dec-19
96 Amberwood Chase	Detached	850	£250,000	£294	Dec-19
1 Amberwood Chase	Detached	1,464	£341,000	£233	Dec-19
147 Amberwood Chase	Detached	850	£284,995	£335	Dec-19
66 Amberwood Chase	Detached	1,507	£299,995	£199	Sep-19
<b>Average</b>				<b>£265</b>	

Like the Persimmon Calder Grange scheme above, although this development is located within the postal district of Dewsbury, it is also situated in an 'edge of town' location, like the subject site. This scheme also provides examples of recent sales transactions of new build units in this locality, demonstrating the level of occupier demand. Many of the detached units within this scheme are significantly smaller than those within the proposed Newett Homes scheme and therefore are achieving higher capital values per sq ft, which is largely skewing the average capital value per sq ft across the whole scheme. On this basis, given that the units within the proposed scheme are larger than the Harron Homes scheme, we consider that the capital values per sq ft in the proposed scheme will be lower than in this scheme.

The average price per sq ft quoted in our previous report was £275. The new evidence therefore indicates a 3.6% decrease in average pricing in comparison to the new evidence for this scheme. This decrease could be due to much of the new evidence captured is concerned with much larger units than the previous data collected. It is common for larger units to typically achieve on average a lower price per sq ft.

## Redrow – Langley Grange, Pilling Lane, Scissett, HD8 9LP

This development includes a collection of new three- and four-bedroom properties located in Scissett, circa 6.5 miles to the south east of the subject site. The scheme, constructed by Redrow, offers a range of detached, semi-detached and terraced units, many of which have already sold.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
6 Willow Gardens	Detached	1,292	£329,950	£255	Mar-21
16 Pilling Way	Detached	1,765	£444,950	£252	Mar-21
2 Park Gate Court	Detached	1,453	£384,950	£265	Mar-21
57 Park Gate Drive	Detached	1,076	£279,950	£260	Mar-21
14 Pilling Way	Detached	1,636	£416,950	£255	Mar-21
1 Langley Close	Detached	1,808	£459,950	£254	Jan-21
21 Pilling Way	Detached	1,141	£284,950	£250	Jan-21
15 Pilling Way	Detached	1,076	£274,950	£255	Dec-20
2 Langley Close	Detached	1,141	£284,950	£250	Dec-20
6 Langley Close	Detached	1,206	£312,950	£260	Dec-20
8 Langley Close	Detached	1,076	£277,950	£258	Nov-20
4 Pilling Way	Detached	1,292	£336,950	£261	Nov-20
12 Pilling Way	Detached	1,636	£414,950	£254	Nov-20
10 Pilling Way	Detached	1,389	£356,950	£257	Oct-20
45 Heritage Court	Semi-detached	915	£224,950	£246	Oct-20
2 Pilling Way	Detached	1,636	£419,950	£257	Oct-20
6 Pilling Way	Detached	1,076	£275,950	£256	Sep-20
8 Pilling Way	Detached	1,076	£275,950	£256	Sep-20
55 Heritage Court	Semi-detached	915	£224,950	£246	Aug-20
30 Heritage Court	Detached	861	£328,950	£382	Aug-20

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
38 Heritage Court	Semi-detached	969	£228,950	£236	Jul-20
36 Heritage Court	Semi-detached	969	£229,950	£237	Jul-20
57 Heritage Court	Semi-detached	764	£188,950	£247	Jul-20
<b>Average</b>				<b>£259</b>	

This Redrow development is in Scissett which we consider to be a significantly better market area than that of Mirfield with a Zoopla search showing a 27% differentiation in house prices between the areas in the last 5 years. The scheme is situated in an 'edge of town' location, like the subject site, and provides examples of recent sales transactions of new build units in this locality, demonstrating the level of occupier demand. Due to the increased market value of area which the Langley Grange development is located we consider that the capital values per sq ft in the proposed scheme will be slightly lower on average than this scheme.

### Summary of New Build Values

There is limited directly comparable new build evidence within Mirfield. Where evidence is available it is for schemes which we consider to be entirely comparable, the end specification and the sizing of the units is not in line with what Newett Homes is proposing, thereby affecting the price per sq ft achieved. Taylor Wimpey's Robinsons Place scheme is, in our view, the most comparable scheme in Mirfield itself, based on unit sizing and end specification, albeit we would expect the units on the proposed Newett Homes scheme to achieve slightly higher selling prices on a £ per sq ft basis.

### Re-sale Evidence

Due to the limited transactional evidence of new build schemes near the subject site, we have considered re-sale evidence of modern estate housing within 1 mile of the postcode of the subject site, to provide further context for our opinion of unit pricing.

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
11 St Peter's Close, Mirfield, WF14 9RX	Semi-detached	872	£160,000	£183	Nov-21
23 Vicarage Meadow, Mirfield, WF14 9JL	Detached	1,959	£475,000	£242	Sep-21
1 Kiln Avenue, Mirfield, WF14 0HU	Terraced	1,281	£207,000	£162	Sep-21
30 The Embankment, Mirfield, WF14 8DW	Semi-detached	797	£189,950	£238	Jul-21

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
18 Chestnut Meadows, Mirfield, WF14 0HH	Semi-detached	667	£187,000	£280	Jul-21
9 Kingfisher Crescent, Dewsbury, WF13 3BY	Terraced	1,647	£175,000	£106	Jul-21
43 Kingfisher Crescent, Dewsbury, WF13 3BY	Terraced	1,647	£178,000	£108	Jul-21
8 Wheat Close, Dewsbury, WF13 3RL	Terraced	592	£105,000	£177	Jun-21
24 Vicarage Meadow, Mirfield, WF14 9JL	Detached	1,421	£380,500	£268	Jun-21
29 Wheat Close, Dewsbury, WF13 3RL	Semi-detached	603	£110,500	£183	Apr-21
75 Spring Place Gardens, Mirfield, WF14 0QU	Terraced	1,259	£192,000	£153	Mar-21
3 Wellhouse Court Mews, Mirfield, WF14 0PQ	Terraced	603	£140,000	£232	Jan-21
95 Spring Place Gardens, Mirfield, WF14 0QU	Terraced	1,389	£205,000	£148	Dec-20
11b Dunbottle Way, Mirfield, WF14 9JU	Detached	1,313	£315,000	£240	Nov 20
2c Dunbottle Way, Mirfield, WF14 9JU	Detached	1,289	£307,500	£239	Oct-20
42, Maizebrook, Dewsbury, WF13 3TG	Detached	1,259	£228,000	£181	Oct-20
5, Kiln Avenue, Mirfield, WF14 0HU	Terraced	1,087	£187,000	£172	Oct-20
9 Crowlees Gardens, Mirfield, WF14 9NZ	Detached	2,131	£415,000	£195	Sep-20
61 Spring Place Court, Mirfield, WF14 0QZ	Semi-detached	1,195	£200,000	£167	Sep-20

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
99 Spring Place Court, Mirfield, WF14 0QZ	Detached	958	£215,000	£224	Aug-20
28, Kiln Avenue, Mirfield, WF14 0HU	Terraced	753	£136,000	£181	July 20
73 Spring Place Court, Mirfield, WF14 0QZ	Terraced	1,313	£185,000	£141	Jul-20
44, Maizebrook, Dewsbury, WF13 3TG	Detached	883	£157,500	£178	Jul-20
<b>Average</b>				<b>£191</b>	

Whilst all the transactions listed in the table above are for modern estate housing, we would expect that values for the units at the subject site to achieve higher than the average capital value listed above, given the units will provide high quality new build residential accommodation and therefore attract a premium in comparison to their older re-sale counterparts.

The average price per sq ft for re-sale evidence captured in this report represents a 1.6% increase upon the average reported in our previous report. This highlights the small improvement in house prices in the local area across the last twelve months.

We have identified some relatively recent re-sale evidence from an **Avant Homes** scheme known as **Moor Croft Close** (WF14 9FA), situated off Kitson Hill Road. The development is situated circa 1.6 miles to the west of the subject site. We understand that the development completed in 2015.

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
10 Moor Croft Close, WF19 9FA	Semi-detached	1,216	£245,000	£201	Jul-21
5 Moor Croft Close, WF19 9FA	Detached	1,163	£330,000	£284	Jun-21
27 Moor Croft Close, WF19 9FA	Semi-detached	969	£220,000	£227	Oct-20
20 Moor Croft Close, WF19 9FA	Semi-detached	1,216	£230,000	£189	Apr-19
29 Moor Croft Close, WF19 9FA	Semi-detached	969	£208,000	£215	Jan-19
22 Moor Croft Close, WF19 9FA	Semi-detached	1,216	£222,500	£183	Dec-18
21 Moor Croft Close, WF19 9FA	Detached	1,442	£315,000	£218	Apr-17

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
<b>Average</b>				<b>£217</b>	

Whilst this scheme occupies a similar position to the subject site in providing an edge of town residential location, we would expect the units at the proposed scheme to achieve a premium on the pricing listed above, to reflect their new build quality. This premium is likely to be in the order of 10-15%.

The average price per sq ft quoted for this scheme has increase by 5.3% in comparison to our previous report. This average appears to be somewhat askew due to the anomaly of 5 Moor Croft Close but may also highlight an uplift in values in the local area since our previous report.

### Proposed Unit Pricing

As set out by us and Align Property Partners in previous reports, the Robinsons Place scheme in Mirfield, constructed by Taylor Wimpey, provides the most applicable and up to date comparable evidence and information to establish a price per sq ft for new residential housing on this subject site and therefore determine overall unit pricing and the Gross Development Value. The value and size of the new build dwellings at the Robinsons Place scheme broadly align with that of the proposed Newett Homes scheme and we have taken this into consideration in our unit pricing for the subject site.

We believe that there is little reason to significantly increase the unit pricing from our previous Financial Viability Assessment Report as it appears that the local market has not seen a significant increase in Mirfield as can be seen through the updated comparable evidence of new builds and the difference in the Taylor Wimpey asking prices identified in our previous report when compared to actual sale prices noted in this report. The difference between the asking prices and the sales prices of the Robinsons Place scheme show only a 3% increase in housing market sales in Mirfield.

Based on the evidence above, the location and high-quality specification of the proposed development, our opinion of unit pricing for the policy compliant scheme is as follow. These prices vary somewhat from our previous report due to the marginal market improvements in likely pricing and a change in the type and number of units included in the proposed scheme.

House Type	House Type Description	Area (sq ft)	Price per sq ft	Price per unit	Quantity	GDV per unit Type
<b>AFFORDABLE DWELLINGS</b>						
ASP (Intermediate)	3 bed semi-detached/terraced 2.5 storey	1,012	£92.81	£93,924	4	£375,695

House Type	House Type Description	Area (sq ft)	Price per sq ft	Price per unit	Quantity	GDV per unit Type
ASP (Affordable Rent)	3 bed semi-detached/terraced 2.5 storey	1,012	£51.84	£52,462	4	£209,848
<b>Total Affordable Dwellings</b>					<b>8</b>	<b>£585,543</b>
<b>PRIVATE DWELLINGS</b>						
ASP	3 bed semi-detached/terraced 2.5 storey	1,012	£260	£263,120	6	£1,578,720
MAY	3 bed detached	1,114	£265	£295,210	1	£295,210
BLA	3 bed detached	973	£265	£257,845	2	£515,690
BEE	3 bed semi-detached integral garage split level	1,188	£260	£308,880	8	£2,471,040
GUE	4 bed detached	1,223	£255	£311,865	1	£311,865
MUL	4 bed detached integral garage	1,246	£255	£317,730	3	£953,190
HAZ+	4 bed detached integral garage 2.5 storey	1,350	£265	£357,750	2	£715,500
WIL	4 bed detached	1,384	£255	£352,920	1	£352,920
WIL ALT	4 bed detached	1,384	£255	£352,920	2	£705,840
BIR	4 bed detached integral garage	1,418	£245	£347,410	1	£347,410
SES	3 bed detached integral garage split level	1,433	£240	£343,920	4	£1,375,680
<b>Total Private Dwellings</b>					<b>31</b>	<b>£9,623,065</b>
<b>TOTAL OVERALL</b>					<b>39</b>	<b>£10,208,608</b>

## Proposed Development Revenue – Assumed Policy Compliant Scheme

Based on an assumed policy compliant scheme (reflecting 20% Affordable Housing provision) we have undertaken our own review of the GDV having regard to our assessment of the comparable evidence as detailed above. We have assumed an average private sales revenue of £256 per sq ft (compared to an average of £250 per sq ft as previously reported in April 2021), as detailed above. We believe this is appropriate based on the comparable evidence considered which has highlighted the improvement in the local housing market over the past twelve months as highlighted <sup>4</sup>. We have adopted the transfer values detailed in the Align Property Partners report for which they were advised by the Council. This provides for a mix of affordable social rented and intermediate tenures.

We have undertaken a development appraisal to determine the level of developer's profit that can be achieved for the proposed scheme on a policy compliant basis. We detail our appraisal assumptions and development costs and inputs below:

### Appraisal Assumptions

- All pricing is exclusive of VAT
- Inflation is explicitly excluded from the appraisal
- Assumed the site has the benefit of full planning permission
- The scheme is delivered is in line with the drawings and site layout produced by Edward Architecture for 39 residential dwellings
- No deleterious materials are present on site
- No environmental issues exist
- Access appropriate to the scale of the development can be gained from the adopted highway (Northorpe Lane) and no additional highway works are required other than those explicitly accounted for in this report.
- There are no restrictive covenants affecting the Title
- Adequate service connections are available to the site which would not require upgrading for the purposes of the proposed scheme.

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<sup>4</sup> **RESPONSE TO APP NOV 2021 REPORT:** Align had proposed £260 per sq ft has been across the board for private tenure unit pricing. This is not realistic of new build private tenure pricing in the market. Of the evidence provided in our report, the Persimmon Homes (Calder Grange) and Harron Homes (Amberwood Chase) clearly show a differential in pricing based on unit sizing. In the majority of cases, average £ per sq ft pricing decreases as unit size increases.

To support this case, we would note that Avison Young monitor the sales at the Keepmoat Homes and Strata Homes developments at the former Seacroft Hospital in Leeds on behalf of Homes England. At present, on Phase 2 of the scheme, Keepmoat has identified average selling prices for units under of 651 sq ft (2-bed) of £308 psf, units of 1,054 sq ft (3-bed) of £249 psf and £232 per sq ft for units of 1,149 sq ft (4-bed). We therefore feel justified in applying different £/psf rates to the different size units. This is real world evidence and should not simply be overlooked/ignored when arriving at the GDV. For this reason, we retain our initial position on private tenure unit values.

## **Appraisal Costs and Inputs**

### Standard Build Costs

We have adopted the current RICS Building Cost Information Service (BCIS) last updated on 26 March 2022 for 'Estate Housing Generally' and rebased to the Kirklees area. BCIS provides a range in build costs for Estate Housing Generally. The range for Estate Housing Generally in the past 5 years is from a lower quartile of £99 per sq ft (£1,066 per sq m) to an upper quartile of £127 per sq ft (£1,371 per sq m), with a median figure of £112 per sq ft (£1,201 sq m).

For the purposes of our assessment, we have adopted the lower quartile figure of £99 per sq ft (£1,066 per sq m) and added an additional 15% for external works and connections. Therefore, within our appraisal, we have adopted a standard build cost of £114 per sq ft. We consider this to be appropriate and proportionate for the size and nature of the proposed development <sup>5</sup>.

### Abnormal Development Costs

The Developer has provided us with a detailed breakdown of the abnormal costs associated with the development of this site. These costs have been prepared by independent and specialist contractors and represent projected costs of constructing the scheme, based on the current proposals.

These abnormal costs amount to a total of £2,858,701, which equates to £73,300 per plot. These abnormal costs are significant and naturally have a significant impact on the viability of this development. We attached at **Appendix 4** to this report, a detailed summary of the breakdown of the abnormal costs with costing for these from independent contractors and quantity surveyors where they have been provided with by the Developer.

These abnormal costs reflect the inherent challenges of the site, such as the differing levels and mine shafts that are present on site. For example, we understand from the developer that due to the extensive amount of fill required (17,000 m<sup>3</sup>) to level the site, this requires a specialist contractor on site to monitor this import of ground to ensure that it is clean and clear from contamination and is remodelled correctly. Costs such as these are a site-specific expense over and above what would be included within the standard BCIS build cost and therefore are counted in addition.

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<sup>5</sup> **RESPONSE TO APP NOV 2021 REPORT:** Align have suggested that a figure of £101.48 per sq ft, based on the then up to date lower quartile BCIS figures + 10% for external works and service connections, should be adopted which they indicate is approximate to what a volume housebuilder would pay. However, we have been recently informed by volume housebuilders that raw build costs including external works and connections but excluding fees, contingencies and abnormal costs are running at around £115 to £120 per sq ft. Furthermore, Newett Homes are not a volume housebuilder and therefore may not benefit from economies of scale to deliver build cost pricing at this level.

Also, 15% for external works is, in our view, an appropriate extra-over amount to account for external works and service connections. 10% would be an appropriate allowance for a flatted development, but 15% is a standard allowance for housing schemes given the amount of external works required is higher and due to multiple connections, gardens, paving etc. We therefore retain our position on build costs which is to use the updated date lower quartile BCIS figures + 15% for external works.

## Development Inputs

We detail the other additional inputs within our appraisal below:

<b>Proposed Policy Complaint Scheme for 39 residential dwellings (8 of which are affordable)</b>	
<b>Gross Development Value (GDV)</b>	<ul style="list-style-type: none"> <li>Based on the scheme designed by Edward Architects assuming a policy compliant development of 39 residential dwellings (traditional family housing), our total GDV is £10,208,608</li> <li>The GDV of the 31 private dwellings is £9,623,065</li> <li>The GDV of the 8 affordable dwellings, adopting the Kirklees Affordable Housing Transfer Values, as discussed fully in Section 3, is £585,543.</li> </ul>
<b>Construction Costs</b>	<ul style="list-style-type: none"> <li>As discussed above we have adopted the BCIS lower quartile figure for 'Estate Housing Generally' rebased over the last 5 years to Kirklees. We have then applied a 15% uplift to this figure to represent external works, such as connections to mains services. The figure we have adopted within our appraisal is £114 per sq ft.</li> </ul>
<b>Other Construction Costs - Abnormals</b>	<ul style="list-style-type: none"> <li>As discussed above, we have been provided with a detailed breakdown of the abnormal costs associated with developing this site. This figure is £2,858,701, which we have adopted in our appraisal.</li> <li>These individual costs have each been provided by independent specialist contractors and quantity surveyors. We are satisfied that these represent an appropriate level given the proposed development on site.</li> <li>These costs also include the demolition of the existing building and the removal of any deleterious material.</li> </ul>
<b>Other Construction Costs - Demolition</b>	<ul style="list-style-type: none"> <li>As advised by the developer, there is a cost of £78,900 within our appraisal for the demolition of the existing building. We understand this includes provision for disconnections and an asbestos survey. We have included this figure within the abnormal costs for the proposed development. A breakdown of these costs can be found at <b>Appendix 4</b>.</li> </ul>
<b>S.278 Works</b>	<ul style="list-style-type: none"> <li>As advised by the developer, we have applied a cost of £22,000 to cover the cost of the off-site parking bay for Highways. This figure has been included as part of the S.106 highways costs.</li> </ul>
<b>Contingency</b>	<ul style="list-style-type: none"> <li>We have adopted a 4% contingency on the construction costs<sup>6</sup>.</li> </ul>
<b>Phasing and Timescales</b>	<ul style="list-style-type: none"> <li>We have assumed the development will be delivered in a single phase</li> <li>We have assumed a 30-month development programme.</li> </ul>

<sup>6</sup> **RESPONSE TO APP NOV 2021 REPORT:** We have adopted a 4% contingency as proposed by Align.

**Proposed Policy Complaint Scheme for 39 residential dwellings (8 of which are affordable)**

	<ul style="list-style-type: none"> <li>• We have allowed for a pre-construction period of 6 months. As advised by the developer, we have allowed 1 month for the current occupier to vacate the property and a further 4 months for site preparation works to be undertaken to facilitate construction commencing on site, for example the extensive cut and fill and ground remodelling exercise that is required to mitigate the difference in site levels.</li> <li>• We have assumed that construction on the site commences in month 6. We have allowed for a 21-month construction period.</li> <li>• Given the nature of the development on site, we have assumed that several of the private units will be pre-sold prior to practical completion. Therefore, we have assumed that private unit sales will commence in month 18.</li> <li>• We have assumed a sales period of 13 months, which reflects a sales rate on the private units only of 2.4 units per month. We would consider a sales rate of between 2 to 3 units a month to be appropriate.</li> <li>• We have assumed that the 8 affordable units will all be sold to a Registered Provider on practical completion in month 30.</li> <li>• There is an overlap of 3 months from the practical completion of construction to the final unit being sold.</li> </ul>
<p><b>Professional Fees</b></p>	<ul style="list-style-type: none"> <li>• We have assumed 8% professional fees.</li> <li>• We consider this to be appropriate as large-scale, traditional housing schemes will require lower costs, and smaller-scale, bespoke schemes will require higher costs. This is often because volume housebuilders can replicate the same house types across multiple sites and make use of other in-house capabilities (such as planners, architects and surveyors), whereas regional/SME developers will need to outsource such expertise</li> </ul>
<p><b>S.106 Costs</b></p>	<ul style="list-style-type: none"> <li>• We have reflected the S.106 financial contributions within our appraisal that are discussed in Section 4 of this report and are advised by the Developer’s Planning Consultants, Johnson Mowat.</li> <li>• These financial contributions total £220,120 and can be disaggregated as follows:             <ul style="list-style-type: none"> <li>○ Public Transport: <b>£75,022</b> <ul style="list-style-type: none"> <li>▪ Provision of Metro cards £22,022</li> <li>▪ Provision of bus stop £13,000</li> <li>▪ Real time display board £10,000</li> <li>▪ Pedestrian links to bus stop £30,000</li> </ul> </li> </ul> </li> </ul>

<b>Proposed Policy Complaint Scheme for 39 residential dwellings (8 of which are affordable)</b>	
	<ul style="list-style-type: none"> <li>○ Highways: <b>£22,000</b></li> <li>○ Public Open Space: <b>£80,318</b></li> <li>○ Biodiversity Net Gain: <b>£42,780</b></li> </ul>
<b>Finance Rate</b>	<ul style="list-style-type: none"> <li>● Assumed 100% debt financed, at a rate of 6.00%</li> </ul>
<b>Land Value</b>	<ul style="list-style-type: none"> <li>● To determine the viability of the proposed policy compliant scheme and in accordance with the residual valuation methodology set out above, we have inputted our opinion of the land value (EUV) as a fixed cost within our appraisal.</li> <li>● Based on the evidence detailed earlier in this section, we are of the opinion that the EUV of the site is in the order of £200,000 per acre on a net development area basis. This reflects a total land value of £680,000.</li> </ul>
<b>Acquisition Costs</b>	<ul style="list-style-type: none"> <li>● We have allowed for costs associated with land acquisition, such as Stamp Duty land Tax (SDLT) at the prevailing rate, legal fees and agent's fees.</li> <li>● Based on the SDLT rates as of the Spring 2016 Budget Announcement, we have allowed 5% of the purchase price.</li> <li>● We have ignored any short-term concessions because of the Covid-19 Pandemic.</li> <li>● We have allowed for legal fees of 0.50% of the land value.</li> <li>● We have allowed for agent's fees of 1% of the land value.</li> </ul>
<b>Disposal Costs</b>	<ul style="list-style-type: none"> <li>● We have assumed marketing, sales and legal fees of 2.50% of the total sales rates, for the private units only<sup>7</sup>.</li> </ul>

A full copy of our policy compliant development appraisal can be found at **Appendix 5**.

Based on the policy compliant scheme detailed above, the development generates a Profit on GDV of -0.12% and a Profit on Cost of -0.12%. In real terms, this reflects a developer's loss of £12,039. Clearly this falls short of the minimum 15% Profit on GDV that we set as our minimum benchmark in Section 5 of this report and in line with the PPG.

We have therefore followed accepted practice and carried out sensitivity analysis on our appraisal to determine the viability of the proposed development.

<sup>7</sup> **RESPONSE TO APP NOV 2021 REPORT:** 2.5% is an appropriate estimate for marketing, sales and legal fees and we consider, on the lower side of an 'average' allowance. The general accepted range is 2% to 4% depending on the nature of the scheme and its location and therefore we believe that 1.75% is very low. We retain a 2.5% allowance in our revised appraisal.

## Non-Policy Compliant Scheme Viability Assessment and Sensitivity Analysis

We have carried our further sensitivity analysis to determine the viability of the scheme and to understand the level at which it delivers an appropriate an appropriate risk adjusted market return for the developer.

In this scenario, we have assumed that all the variables within our appraisal remain the same as the policy compliant scenario, except that all dwellings would now be for private sale within the open market and there would be no affordable housing provision on site. Our appraisal for this scenario can be found in **Appendix 6**.

In summary, this appraisal supports a developer's profit of 13.21% Profit on GDV and a Profit on Cost of 15.23%. The return to the developer is greater in this scenario, but marginally falls short of the 15% Profit on GDV that we set as our minimum benchmark and is the minimum profit level that a developer should expect to achieve, as stipulated in the PPG.

Whilst this level of developer's profit is marginally below the minimum level set as our benchmark, the scheme still provides the assumed per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as advised by the developer's planning consultant. Furthermore, we consider that the scheme delivers an appropriate land value to the landowner.

## 7. Conclusions and Additional Commentary

As detailed above, we have considered the financial viability of the proposed development by considering the Existing Use Value of the site, which in turn has informed the Benchmark Land Value and the Site Value supported by the proposed scheme under a policy compliant and non-policy compliant position. The approach of a financial viability assessment is to assess the land value at which a landowner would be incentivised to sell at while reflecting a reasonable market return for the developer.

Traditionally within viability assessments, the pricing level a landowner would be incentivised to sell at would be reflective of the EUV of the site plus a premium. However, in this instance, as the site currently benefits from extant outline planning consent for residential development, we consider that the premium over and above the EUV of the site that a landowner would achieve upon the sale of the site, to be implicit within the land value, given that the site benefits from this planning permission. Therefore, any developer looking to purchase this site would pay the landowner the value of the site with the benefit of planning consent for residential development, rather than the value of the single residential dwelling with adjoining paddock land that the site currently comprises.

In this respect, our assessment has identified the following outputs:

- Existing Use Value (EUV) - £680,000
- Minimum Benchmark Land Value - £680,000
- Developer's Profit with assumed policy compliant scheme (i.e. 20% affordable housing) -0.12% Profit on GDV
- Developer's Profit with wholly non-policy compliant scheme (i.e. 0% affordable housing) 13.21% Profit on GDV

Accordingly, based on our analysis and the assumptions we have made as detailed above; we believe that our assessment demonstrates that the development proposed would be financially unviable in our assumed policy compliant scenario. This scenario provides for 20% affordable housing as well as the full assumed monetary contributions for the additional S.106 contributions. It also provides the landowner with our opinion of the benchmark land value for the site. However, it delivers a developer's profit on GDV of -0.12% and a Profit on Cost of -0.12%. In real terms, this reflects a developer's loss of £12,039. Clearly this falls short of the minimum 15% Profit on GDV that we set as our minimum benchmark in Section 5 of this report and in line with the PPG.

We have then appraised the scheme assuming a non-policy complaint position (i.e., no affordable units are delivered as part of the scheme) whilst still assuming the full monetary contributions for the additional S.106 contributions, as in the previous two appraisals. The resulting developer's profit increases to a 13.21% Profit on GDV and a Profit on Cost of 15.23%. In this scenario, the developer's profit level is only marginally less than the minimum benchmark of 15% on GDV. It is therefore likely that a developer might, in this instance, consider this scheme to be broadly viable and consider it reasonable to proceed with the scheme.

As a result, we conclude that to deliver this site for residential development, whilst ensuring the landowner receives an appropriate return for their land and the developer receives an appropriate market return for their investment, we do not consider that any affordable housing should be required to be delivered as part of this scheme.

The report has been prepared and signed by Dai Powell MRICS, Director and RICS Registered Valuer in the Avison Young Land and Development team. Input has also been provided by Joe Wherity MRICS, Associate Director in the Avison Young Land and Development team. Joe Wherity has reviewed and panelled this report and the appraisals contained, to provide a counter signature. We confirm that these individuals have the necessary qualifications, knowledge and experience to provide this advice.

This viability report is provided on the understanding that it is to be submitted to the LPA in support of an application for full planning approval on the property solely for the purpose of assessing the financial viability of the proposed scheme.



Dai Powell MRICS  
RICS Registered Valuer  
Director  
Land and Development



Joe Wherity MRICS  
Associate Director  
Land and Development

For and on behalf of Avison Young (UK) Limited  
6 July 2022

For and on behalf of Avison Young (UK) Limited  
6 July 2022

# Appendix I

## Letter of Instruction

## Foster, Rachael (Avison Young - UK)

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**Subject:** Fee proposal for viability assessments and Ripon valuation

External Sender

Perfect thank you.

Will

Sent from my iPhone

On 19 Mar 2021, at 14:38, Powell, Dai (Avison Young - UK) <[Dai.Powell@avisonyoung.com](mailto:Dai.Powell@avisonyoung.com)> wrote:

Thanks again Will.

  
All the best, Dai.

**Dai Powell**

Director

0113 280 8098 (internal: 4598) **Mobile** 07590 230 342

[dai.powell@avisonyoung.com](mailto:dai.powell@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

29 King Street, Leeds, LS1 2HL

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**From:** Will Newett - Newett Homes <[Will@newetthomes.co.uk](mailto:Will@newetthomes.co.uk)>

**Sent:** 19 March 2021 14:24

**To:** Powell, Dai (Avison Young - UK) <[Dai.Powell@avisonyoung.com](mailto:Dai.Powell@avisonyoung.com)>

**Cc:** Foster, Rachael (Avison Young - UK) <[rachael.foster@avisonyoung.com](mailto:rachael.foster@avisonyoung.com)>

**Subject:** Re: FVA - Mirfield: info request and your confirmation of the instruction

External Sender

Dai,

Thank you for the email, please find attached various information requested and notes below.

- Full address of the site, including post code and information as to its current use; 28 Northorpe Lane Kirklees Mirfield WF14 0QN. Current use is house and paddock land, redline satellite plan attached.
- Finalised site layout plan (if this differs at all from what you sent through on the 8<sup>th</sup>); Attached, also attached is preliminary external works plan which gives an idea of retaining required. Fully updated external works will be with us next week.

- Cost plan detailing abnormal costs and infrastructure costs, and where available, build costs; This will follow Monday. Abnormals include Gas protection, Grouting, reinforced foundations, Attenuation, pump station, demolition, contam, biodiversity net gain payment etc
- Outline architectural and design specification of the proposed dwellings; Reconstituted stone with art stone heads and cills, standard house type range. If you need plans and elevation please let me know.
- Planning statement – to include comment on the Local Planning policy, planning obligations (required S106 contributions/CIL liabilities) and any pre-planning application report or discussions; I am going to copy you into another email to our planning consultant who can give you everything on this side.
- Copy of the design and access statement which will support the submission of the planning application. This will be done next week and can forward.

Kind regards

## Will Newett

### Newett Homes

Thorp Arch Grange  
Walton Road  
Thorp Arch  
Wetherby  
West Yorkshire  
LS23 7BA

**Tel:** 01937543597

**Mobile:** 07827940677

**Email:** [will@newetthomes.co.uk](mailto:will@newetthomes.co.uk)

**Web:** [www.newetthomes.co.uk](http://www.newetthomes.co.uk)

**From:** "Powell, Dai (Avison Young - UK)" <[Dai.Powell@avisonyoung.com](mailto:Dai.Powell@avisonyoung.com)>

**Date:** Friday, 19 March 2021 at 09:47

**To:** Will Newett <[Will@newetthomes.co.uk](mailto:Will@newetthomes.co.uk)>

**Cc:** "Foster, Rachael (Avison Young - UK)" <[rachael.foster@avisonyoung.com](mailto:rachael.foster@avisonyoung.com)>

**Subject:** FVA - Mirfield: info request and your confirmation of the instruction

Hi Will,

Just a quick update on this one. Rachael has pulled together a list of the information ideally required to carry out the viability assessment. Please see below:

- Full address of the site, including post code and information as to its current use;
- Finalised site layout plan (if this differs at all from what you sent through on the 8<sup>th</sup>);
- Cost plan detailing abnormal costs and infrastructure costs, and where available, build costs;
- Outline architectural and design specification of the proposed dwellings;
- Planning statement – to include comment on the Local Planning policy, planning obligations (required S106 contributions/CIL liabilities) and any pre-planning application report or discussions;
- Copy of the design and access statement which will support the submission of the planning application.

It would also be helpful to have conformation of your written acceptance of our terms and conditions so we can begin the work, start to pull our report together etc. Looking back at emails, I sent this through to you on the 9<sup>th</sup> of March.

All the best again,

Dai.

**Dai Powell**

Director

0113 280 8098 (internal: 4598) **Mobile** 07590 230 342

[dai.powell@avisonyoung.com](mailto:dai.powell@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

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**From:** Powell, Dai (Avison Young - UK)

**Sent:** 09 March 2021 16:31

**To:** Will Newett - Newett Homes <[Will@newetthomes.co.uk](mailto:Will@newetthomes.co.uk)>

**Cc:** Foster, Rachael (Avison Young - UK) <[rachael.foster@avisonyoung.com](mailto:rachael.foster@avisonyoung.com)>; Wherity, Joe (Avison Young - UK) <[joe.wherity@avisonyoung.com](mailto:joe.wherity@avisonyoung.com)>

**Subject:** Fee proposal for viability assessments and Ripon valuation

Hi Will,

Thanks again for your note and the opportunity to provide the various scopes and prices. I set out below our response.

**Viability assessments**

In terms of the viability work required at Mirfield and the other site, on a per site basis, we would undertake the following work:

**Stage 1 – Viability Assessment, scope**

This will involve the following:

- Completion of a baseline appraisal adopting key market parameters and a policy compliant position on affordable housing and other S106 contributions.
- Completion of an alternative appraisal using the same assumptions as the baseline appraisal, but with a reduced affordable/S106 provision to evidence viability.
- Viability report setting out the assumptions behind the various inputs, market evidence and justification for non-policy compliant position on affordable housing and/or reduced contributions.

Within the report we will need to identify abnormal/infrastructure costs and the approach to land value, both of which will be important in proving a viability position – please provide any information you have on this (if you have an independent cost plan that would be very helpful).

It will also be helpful to have input from your planning consultant into the planning policy sections of the report; which we hope should be a fairly simple cut and paste across from other application documents.

Upon completing a draft of the report, we will run through this in detail with you and your planning consultant, look at the sensitivities and agree any changes together. Once this is complete we (or your planning advisor) can then issue this to the Council.

The time required to complete the report will be largely dependent on the availability and speed of provision of any technical information and scheme specific costs.

We confirm we will be able to pull a draft report together for you by the end of this month.

We hope you will be able to provide us with build and abnormal costs (as opposed to relying on BCIS indices). However, if there are any obvious gaps, we will make appropriate assumptions drawn from other schemes/indices for which we have run similar processes. We have a lot of recent viability experience in the team and therefore much to draw on.

**Stage 1 – Viability Assessment, fee proposal**

█ + VAT. 75% payable on provision of our draft report to you, 25% payable on submission of all appraisals, report and supporting information to the Local Authority.

## Stage 2 – Clarification and Negotiations post submission of viability report, scope

The second stage will involve direct discussions with the council officers/their valuer and the following tasks:

- Meetings with the Council/valuer
- Responding to clarifications
- Negotiations
- Complete new appraisals as necessary
- Agree heads of terms on revised s106 package

This second stage is unpredictable in relation to time, but we would aim to drive these processes forwards on your behalf as efficiently as possible.

## Stage 2 – Clarification and Negotiations post submission of viability report, fee proposal

████████ VAT, payable at agreement of s106.

### Terms of appointment

I attach our general terms of appointment which covers off the viability work. This email is essentially the 'letter of appointment' for the purpose of both pieces of work (the 'Client' in the terms of appointment document being Newett Homes Limited in each case). In addition, if we end up taking on other pieces of work for you along similar lines, we can draw down from the terms already in place.

If you can confirm your instructions for Mirfield back to me in writing, we can knock this contractual formality on the head.

All the best again,

Dai.

**Dai Powell**

Director

0113 280 8098 (internal: 4598) **Mobile** 07590 230 342

[dai.powell@avisonyoung.com](mailto:dai.powell@avisonyoung.com) | [avisonyoung.com](http://avisonyoung.com)

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**From:** Will Newett - Newett Homes <[Will@newetthomes.co.uk](mailto:Will@newetthomes.co.uk)>

**Sent:** 08 March 2021 16:33

**To:** Powell, Dai (Avison Young - UK) <[Dai.Powell@avisonyoung.com](mailto:Dai.Powell@avisonyoung.com)>

**Cc:** Foster, Rachael (Avison Young - UK) <[rachael.foster@avisonyoung.com](mailto:rachael.foster@avisonyoung.com)>

**Subject:** Re: viability assessments

**External Sender**

Dai,

Thank you for this which is appreciated.

I attach the first scheme at Mirfield which we require an viability assessment for. We are looking to submit for the end of March so one to work reasonably quick on. If you could quote for the job and also pull me a list of information you require we can get this instructed over the next day or so.

I have another one also which we will need for Late April/May which we can chat on following a suitable quote for the site at Mirfield.

I would also to look instructing you on a valuation of one of our sites which we have an option on with the price still to be determined. I would like to get a view on an independent basis where you think the price will be so I can foresee the likely value we would end up at if we go to 3<sup>rd</sup> party determination. I have all the information on this but would again ask for a list of information you require so I pull a pack together. Please could you put forward a quote based on the attached site at Ripon and If we can also look to have this done for the end of March that would be appreciated.

Any questions please let me know and if you would like an initial call to discuss this I would more than happy to.

Kind regards

**Will Newett**

**Newett Homes**  
Thorp Arch Grange  
Walton Road  
Thorp Arch  
Wetherby  
West Yorkshire  
LS23 7BA

**Tel:** 01937543597

**Mobile:** 07827940677

**Email:** [will@newetthomes.co.uk](mailto:will@newetthomes.co.uk)

**Web:** [www.newetthomes.co.uk](http://www.newetthomes.co.uk)



**NEWETT**  
HOMES



# Avison Young (UK) Limited Standard Terms of Appointment

## PARTIES

- (1) Avison Young (UK) Limited incorporated and registered in England and Wales with company number 6382509 whose registered office is at 3 Brindleyplace, Birmingham, B1 2JB, United Kingdom (**Avison Young**).
- (2) The Client named in the Letter of Appointment (**Client**)

### 1. Interpretation

The following definitions and rules of interpretation apply in this appointment:

**Additional Services:** any additional services which Avison Young agrees to provide in accordance with clause 6.

**Fee:** the fees for the Services and any Additional Services (if any) as set out in the Letter of Appointment.

**Force Majeure Event:** means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; any interruption or failure of utility service

**Insolvent:** a party is insolvent if: a party is making a voluntary arrangement with its creditors, entering administration or going into liquidation; or a security holder taking possession, or a receiver or an administrative receiver being appointed over all or any part of the property or the assets of the party; or any other similar or analogous event in another jurisdiction.

**Letter of Appointment:** the letter by Avison Young which sets out the details of the Client and the Services and the Fee together with other details relating to the Service which may be appropriate to this appointment.

**Material:** all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services.

**Services:** the Services set out in the Letter of Appointment and the Additional Services (if any).

**VAT:** value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

### 2. Appointment

- 2.1. The Client appoints Avison Young to carry out the Services, subject to the terms of this appointment.
- 2.2. This appointment takes effect from the date when Avison Young begins performing the Services, regardless of the date of this appointment.
- 2.3. This appointment consists of these Avison Young Terms and the Letter of Appointment.
- 2.4. Avison Young shall deem the Client to have accepted the terms of this appointment (including the details set out in the Letter of Appointment) within 30 days of their issue unless the Client has notified Avison Young otherwise in writing.

### 3. Consultant's Obligations

- 3.1. Avison Young warrants and undertakes that it shall comply with the terms of this appointment.
- 3.2. Avison Young warrants and undertakes that it shall act with reasonable skill and care:
  - 3.2.1. when performing the Services;
  - 3.2.2. to comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament; and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Services or with those systems or property the Services is or will be connected.

# Avison Young (UK) Limited Standard Terms of Appointment

## 4. Client Obligations

- 4.1. The Client undertakes promptly to provide Avison Young with all information, assistance and materials that Avison Young may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants that all information provided by it to Avison Young will be accurate and complete, and that it is entitled to provide the same to Avison Young for its use without recourse to any third party.
- 4.2. The Client undertakes promptly to carry out all such actions and provide all such resources (if any) as may be required of the Client in the Letter of Appointment.
- 4.3. The Services will be provided at Avison Young's premises when the nature of the work permits. If any of Avison Young's personnel are to perform any Services at the Client's premises, the Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of Avison Young's personnel whilst at such premises.

## 5. Remuneration

- 5.1. The payment terms set out in clauses 5.5 to 5.7 shall apply to all Services not covered under the Housing Grants, Construction and Regeneration Act 1996. The payments terms set out in clauses 5.8 to 5.14 apply to Services which are covered under the Housing Grants, Construction and Regeneration Act 1996.
- 5.2. The Client shall pay the Fee, together with any reasonable expenses and disbursements, which shall be Avison Young's entire remuneration under this appointment.
- 5.3. The Client shall pay Avison Young any VAT properly chargeable on the Services. Any amount expressed as payable to Avison Young under this appointment is exclusive of VAT unless stated otherwise.
- 5.4. The Fee shall be calculated and paid in instalments in accordance with the dates set out in the Letter of Appointment or if not set out, the Fee shall be paid at intervals of not less than one month, beginning one month after Avison Young begins performing the Services.

To the extent that the Fee is not set out in the Letter of Appointment, Avison Young will be entitled to charge a Fee based on its current hourly rates (which are available on request), and on the number of hours it has worked on the matter.

- 5.5. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the relevant instalment date.
- 5.6. Payment shall be made within 30 days of the date of the Invoice.
- 5.7. Avison Young reserves the right to charge interest and debt recovery costs in respect of any amounts not paid in accordance with clause 5.6. Interest will be calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".
- 5.8. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 5.9. Payment shall be due on the date Avison Young submits each invoice (**payment due date**).
- 5.10. No later than five days after the payment due date, the Client shall notify Avison Young of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 5.11. The **final date for payment** shall be 30 days after the payment due date.
- 5.12. Unless the Client has served a notice under clause 5.13, it shall pay Avison Young the sum referred to in the Client's notice under clause 5.10 (or, if the Client has not served notice under clause 5.10, the sum in the invoice referred to in clause 5.8) (the **notified sum**) on or before the final date for payment.
- 5.13. Not less than five days before the final date for payment (the **prescribed period**), the Client may give Avison Young notice that it intends to pay less than the notified sum (a pay less notice). Any pay less notice shall specify:

# Avison Young (UK) Limited Standard Terms of Appointment

5.13.1. the sum that the Client considers to be due on the payment due date; and

5.13.2. the basis on which that sum is calculated.

5.14. If the Client fails to pay an amount due to Avison Young by the final date for payment and fails to give a pay less notice, then the Client shall pay interest calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".

## 6. Additional Services

6.1. Each party shall notify the other as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, and such notice will identify the required services.

6.2. Additional Services may arise as a result of the following:

6.2.1. a change in the scope, size, complexity or duration of the Services;

6.2.2. any other changes to the Services as set out in the Letter of Appointment;

6.2.3. any material delay or disruption to the Services; or

6.2.4. any other cause outside Avison Young's reasonable control and which it could not reasonably have foreseen at the date of this appointment.

6.3. If the Client provides a notice under clause 6.1, then as soon as reasonably practicable after receiving the notice, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services. If Avison Young provides a notice under clause 6.1, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services at the same time it provides the notice.

6.4. The Fee for the Additional Services shall be calculated by agreement between the parties.

6.5. At the Client's discretion, acting reasonably, it may instruct Avison Young to carry out the Additional Services. For the avoidance of doubt, Avison Young shall only perform Additional Services on receipt of a written instruction to do so by the Client.

6.6. Any Fee payable by the Client in respect of Additional Services shall be included in the next invoice following performance of the Additional Services.

## 7. Limitation of Liability – PLEASE READ THIS SECTION CAREFULLY

7.1. Without affecting any other limitation in this appointment, Avison Young's liability under or in connection with this appointment shall be limited to £5,000,000 in total for all claims arising. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Nothing in this appointment shall exclude or limit Avison Young's liability for:

7.1.1. death or personal injury caused by Avison Young's negligence; or

7.1.2. fraud or fraudulent misrepresentation.

7.2. None of Avison Young's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that it will not bring any claim against any such individuals personally in connection with the Services.

7.3. If the Client suffers loss as a result of Avison Young's breach of contract or negligence, Avison Young's liability shall be limited to a just and equitable proportion of the Client's loss having regard to the extent of responsibility of any other party. Avison Young's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an appointment between the Client and them, difficulty in enforcement, or any other cause.

7.4. Avison Young shall have no liability to the Client under this appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.

7.5. The Services and any Material produced in connection with the Services are provided for the Client's benefit alone and solely for the purposes of the instruction to which it relates. The Services or any Material may not, without Avison Young's written consent, be used or relied upon by any third party, even if that party pays all or part of Avison Young's Fees, or is permitted to see a copy of the Materials Avison Young create. If Avison Young provides written consent for a third party to rely on the Services or the Materials, it may be subject to a further fee, and any such third party will be deemed to have accepted the terms and conditions set out in this appointment.

# Avison Young (UK) Limited Standard Terms of Appointment

7.6. Avison Young shall not be liable for any loss or damage suffered or incurred by the Client arising from Avison Young's delay in performing or failure to perform the Services and/or any of its obligations under this appointment where such delay or failure results from a Force Majeure Event.

## 8. Suspension

8.1. The Client may, at any time, suspend performance of all or part of the Services by giving written notice to Avison Young. Subject to clause 9.1, Avison Young shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Client.

8.2. Avison Young may suspend the performance of any or all of its Services and other obligations under this appointment by giving not less than seven days' notice to the Client of its intention to do so in the event that the Client fails to pay an invoice in accordance with the relevant payment provisions set out in clause 5.

8.3. In the event of a suspension in accordance with this appointment, the Client shall pay Avison Young an amount in respect of any costs and expenses reasonably incurred by Avison Young as a result of such suspension.

## 9. Termination

9.1. Avison Young may immediately terminate its engagement under this appointment by giving written notice to the Client if:

9.1.1. a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six months; and

9.1.2. the Client does not instruct Avison Young to resume the Services within 30 days of receiving a written notice from Avison Young requiring it to do so.

9.2. Either party may immediately terminate this appointment by giving written notice to the other party if:

9.2.1. the other party is in material breach of its obligations under this appointment and fails to remedy that breach within 14 days of receiving written notice requiring it to do so; or

9.2.2. the other party becomes Insolvent; or

9.2.3. a Force Majeure Event continues for a period of more than 30 days.

9.3. Either party may terminate this appointment at any time for any reason by giving no less than 30 days written notice to the other party.

## 10. Consequences of Termination

10.1. On termination the Client shall immediately pay Avison Young:

10.1.1. any amount properly due for payment under this appointment at the date of termination; and

10.1.2. a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination; and

10.1.3. any expenses, disbursements or costs necessarily incurred by Avison Young as a direct result of termination (unless the termination arises as a result of Avison Young's default).

10.2. Termination of Avison Young's engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

## 11. Copyright and Intellectual Property

11.1. Avison Young owns all intellectual property rights (including copyright) relating to the Material it produces.

11.2. On payment of the Fee, Avison Young grants to the Client an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, Avison Young for any purpose relating to the project or the property to which the Services relate.

11.3. Avison Young shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

11.4. The Client may, at any time (whether before or after completion of the Services, or after termination of Avison Young's engagement under this appointment), request a copy or copies of (some or all of) the Material from Avison Young. On the Client's payment of Avison Young's reasonable charges for providing the copy (or copies), Avison Young shall provide the copy (or copies) to the Client.

# Avison Young (UK) Limited Standard Terms of Appointment

## 12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this appointment.

## 13. Anti-Money Laundering

- 13.1. Avison Young operate an anti-money laundering policy in compliance with the Money Laundering Regulations 2007 and the Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and subordinate legislation. Avison Young may require the Client to provide information (including proof of identity or income) from time to time to enable Avison Young to verify the Client's identity. For the avoidance of doubt this may require Avison Young to request and retain information relating to the directors and the "beneficial owners" of the Client, as is required under the legislation.
- 13.2. Any failure to provide such information within seven days of such a request shall give Avison Young the right to terminate this appointment in accordance with Clause 9.2.1 of this appointment.

## 14. Bribery Act

- 14.1. In order to Comply with the Bribery Act 2010, either party must inform the other if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected (in any way) with this appointment who has committed an offence under the Bribery Act 2010 (or any equivalent legislation).
- 14.2. Avison Young reserves the right to terminate this appointment in accordance with Clause 9.2.1 should it reasonably believe that a breach or likely breach of the Bribery Act 2010 (or any equivalent legislation) has occurred.

## 15. Data Protection

As a result of Avison Young's relationship with the Client, Avison Young may collect or retain personal data about the Client. If the Client is a company, this may include information about the Client's employees, officers, or shareholders. If the Client is a person, this may include information about the Client's family members. Avison Young will only use such data for the purposes of providing the Services, or for related purposes such as updating Client records, money laundering compliance and other legal and regulatory compliance, and we may need to disclose this information to appropriate persons in relation to such matters. In providing any personal data to Avison Young, the Client confirms that it has informed the individuals concerned and obtained any necessary consent to the transfer to Avison Young and for Avison Young's use of their data for these purposes.

## 16. Professional Indemnity Insurance

- 16.1. Avison Young shall maintain professional indemnity insurance to cover its liabilities arising out of this appointment for a period beginning on the date of this appointment and ending 6 years after the date of completion of the Services provided that such insurance is available at commercially reasonable rates and terms with reputable insurers lawfully carrying on insurance business in the UK.
- 16.2. Whenever the Client reasonably requests, Avison Young shall send the Client a broker letter/certificate to evidence that Avison Young's professional indemnity insurance is in force.

# Avison Young (UK) Limited Standard Terms of Appointment

## 17. Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by Avison Young which contains a dispute resolution process as required by the Royal Institution of Chartered Surveyors (RICS) rules of conduct (details of which are available from Avison Young on request).

## 18. Unoccupied Premises or Properties

Avison Young accepts no liability or responsibility for the security, maintenance or repair of, or for any damage to any premises or properties to which the Services relate. The Client shall take all necessary action to protect such premises or property and to ensure that they have adequate insurance cover in place.

## 19. Joint and Several Liability

If at any time the Client shall consist of more than one person, the obligations on the Client under this appointment shall be enforceable against each of them on a joint and several basis.

## 20. Assignment and Subcontracting

20.1. Neither party shall assign or subcontract its rights or obligations under this appointment without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.

20.2. If the Client wishes to instruct Avison Young to use a specific contractor or consultant, Avison Young shall instruct such contractor on the Client's behalf. The Client retains all responsibility for any such contractors or consultants and will undertake all due diligence and investigation in relation to their competences and resources. Avison Young accepts no responsibility or liability for the acts of any consultants or contractors appointed at the Client's request.

## 21. Notice

A notice given to a party under or in connection with this appointment shall be in writing and delivered by hand or by recorded delivery post to the address recorded in the Letter of Appointment or such other address as the party may specify from time to time by written notice to the other.

## 22. Liability Period

Neither party shall commence any legal action against the other under this appointment after six years from the date of completion of the Services.

## 23. Third Party Rights

Except in relation to clause 7.2, a person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

## 24. Entire Agreement

- 24.1. This appointment constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2. Each party agrees that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.
- 24.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.
- 24.4. No variation to this appointment will be binding unless agreed in writing by both parties.
- 24.5. Nothing in this clause shall limit or exclude any liability for fraud.

## 25. Severance

If any provision or part-provision of this appointment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this appointment.

# Avison Young (UK) Limited Standard Terms of Appointment

## 26. Non-Solicitation

- 26.1. The Client agrees that both during and for a period of twelve months after the term of this Appointment, the Client shall not (and shall procure that none of its subsidiary or associated companies shall) without the prior written consent of Avison Young:
- 26.1.1. directly or indirectly employ or engage any person who is (or was at any time during the term of this Appointment) a director, member, employee, agent or contractor of Avison Young and with whom the Client has had dealings pursuant to this Appointment (a "relevant person"), or solicit or induce any such relevant person to terminate their employment or engagement with Avison Young;
- 26.1.2. engage or accept services from or otherwise deal with any company, partnership or other entity of which any relevant person is a director, member, employee, agent or contractor.
- 26.2. In granting its consent hereunder, if it agrees to do so, Avison Young shall be entitled to make such consent conditional upon the payment by the Client to Avison Young of a fee equal to 50% of the relevant person's average annual salary or earnings during the preceding 12 months, which equates roughly to the cost to Avison Young of replacing such relevant person.

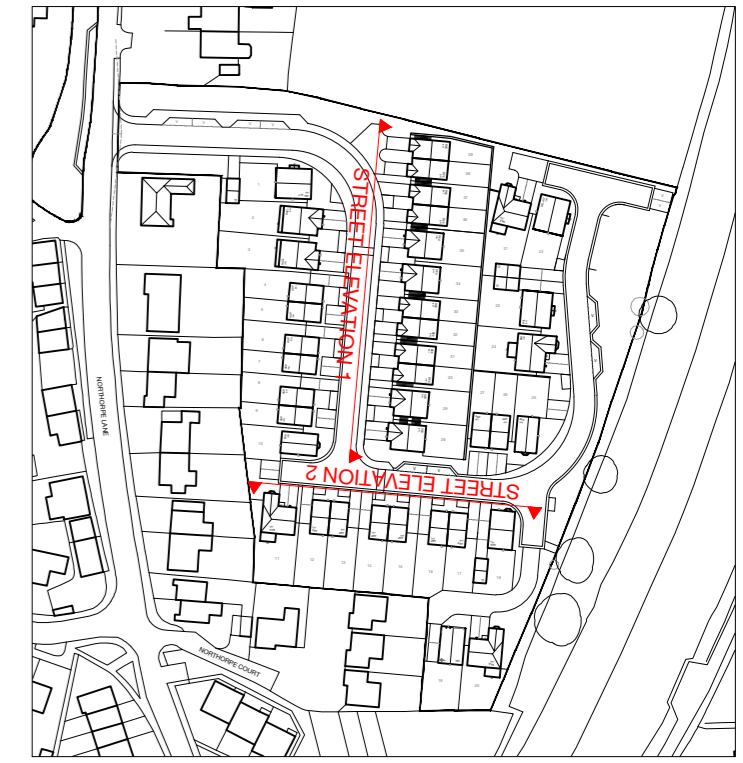
## 27. Governing Law and Jurisdiction

- 27.1. This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.
- 27.2. If the Services are provided primarily in Scotland then the appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law and each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

# **Appendix II**

**Proposed Street Scene prepared by  
Edward Architecture**

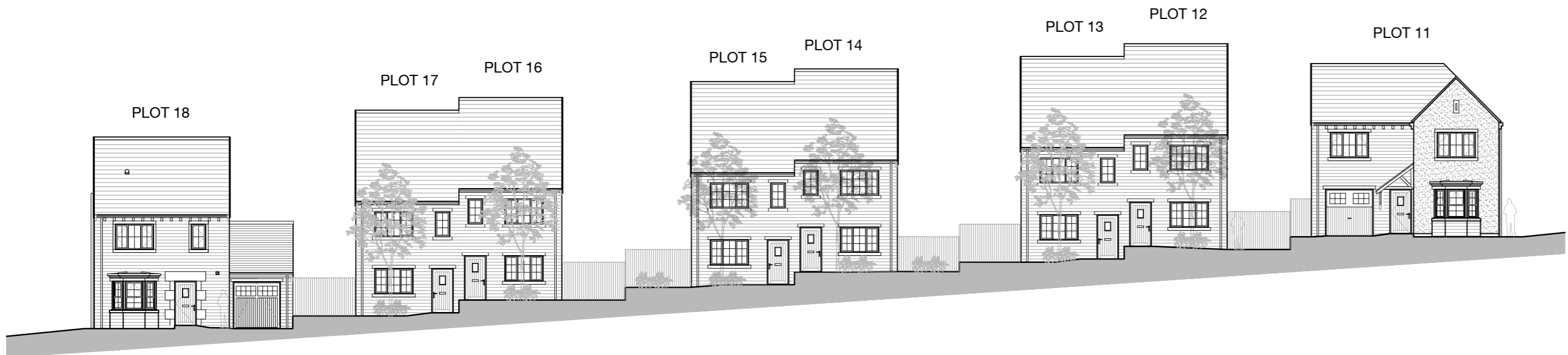
Notes | Sketch schemes may be based on plan information of unknown origin and is subject to verification and survey. Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only. Ensure digital versions are plotted at 'Actual Size'. Building areas are liable to adjustment over the course of the design process due to ongoing construction detailing developments. Subject to statutory approvals and survey. The bar above is to check that the drawing has been printed to scale.



Reference Plan - 1:2000



Street Elevation 1



Street Elevation 2

Rev	Date	Description	Drawn	Checked
F	08.06.22	Reference plan updated		CR
E	09.05.22	Updated to suit latest layout		CR
D	22.03.22	Updated to suit latest layout		CR
C	13.01.22	Reference plan updated		CR
B	13.01.21	Updated to suit latest layout. Elevation 2 revised		CR
A	09.12.21	Updated to suit latest layout		CR

Project		Northorpe Lane, Mirfield	
Drawing		Proposed Street Elevations	
Client		Newett Homes	
BM Suitability Description		SUITABLE FOR INFORMATION	
BM Suitability Code		S2	
Status	Planning	2 Riverside Way Whitehall Waterfront LEEDS	320 City Road Angel LONDON
Date	04.05.21	LS1 4EH 1 0113 919 8041	EC1V 2NZ 1 0200 883 8602
Drawn	CR	w.edward@edwardarchitecture.co.uk	e.info@edwardarchitecture.co.uk
Checked	GE		
Scale (A2)	1:200		
Project No.	0899	Discipline	EA - A - P006 - F



# **Appendix III**

Design and Access Statement

prepared by Edward Architecture



# Design and Access Statement

0899-EA-A-DAS01 revE - June 2022

**Full Planning Application for  
Residential Development**

Northorpe Lane, Mirfield



## 0.0 Contents

1.0	Introduction	page <b>3</b>
2.0	Site and Surroundings	page <b>5</b>
3.0	Design Development	page <b>9</b>
4.0	Proposal	page <b>13</b>
5.0	Conclusion	page <b>17</b>
6.0	Addendum	page <b>19</b>

# 1.0 Introduction

1.1 Purpose of this document

1.2 National Planning Policy

1.3 Local Planning Policy

# 1.0 Introduction

## 1.1 Purpose of this document

1.1.1 This Design and Access Statement has been prepared by Edward Architecture on behalf of the applicant Newett Homes, to support a Full Planning Application for the demolition of an existing building to facilitate residential development at land off Northorpe Lane, Mirfield.

1.1.2 This document has been submitted in response to the requirements of the Town & Country Planning (General Development Procedure) Order 2006.

1.1.3 This document seeks to follow the guidance published by CABE in the document *'Design and access statements - How to write, read and use them'*.

1.1.4 The purpose of this document is to describe in detail the site and its surroundings, relevant design policy and guidance, and the concepts and principles behind the development of the site.

1.1.5 By preparing this document the intention is to ensure that the proposals result in the creation of high-quality places that are inclusive, practical and attractive.

1.1.6 This document will demonstrate how the physical characteristics of the scheme have been informed by a rigorous process including;

- **Assessment**
- **Involvement**
- **Evaluation**
- **Design**

1.1.7 Through the above process the following design issues will be addressed;

- **Use** | What the buildings and spaces will be used for
- **Amount** | How much would be built on the site
- **Layout** | How the buildings and public and private spaces will be arranged on the site, and the relationship between them and the buildings and spaces around the site.
- **Scale** | How big the buildings and spaces would be (their

height, width and length)

- **Appearance** | What the building and spaces will look like, for example, building materials and architectural details.

1.1.8 The following access issues will also be considered;

- **Vehicular and transport links** | Why the access points and routes have been chosen, and how the site responds to road layout and public transport provision.
- **Inclusive Access** | How everyone can get to and move through the place on equal terms regardless of age, disability, ethnicity or social grouping.

**1.1.9 The main body of this document was prepared in March 2021 to accompany planning application ref; 2021/91914. It was subsequently updated to accompany revised proposals which were resubmitted in December 2021.**

**1.1.10 The proposals have been further considered, and details have been resubmitted following comments received from Kirklees Council in January 2022. In order to demonstrate the design process and explain the proposed amendments, the main body of the document remains as previously submitted with the revised proposals detailed in an Addendum to the document.**



## 1.2 National Planning Policy Framework

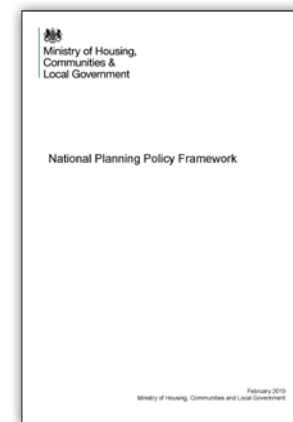
1.2.1 The purpose of the National Planning Policy Framework is to help to achieve sustainable development. The National Planning Policy Framework sets out the Government's planning policies for England and how these are expected to be applied.

1.2.2 It provides a framework within which local people and their accountable councils can produce their own distinctive local and neighbourhood plans, which reflect the needs and priorities of their communities.

1.2.3 Detailed national planning policy information is provided within the Planning Statement prepared by Johnson Mowat which supports this application.

## 1.3 Local Planning Policy

1.3.1 Information relating to local planning policy is provided within the Planning Statement prepared by Johnson Mowat which supports this application.



## 2.0 Site and Surroundings

2.1 Site Location and Current Use

2.2 Visual Analysis of Site

2.3 Visual Analysis of Surroundings

## 2.0 Site Description and Analysis

### 2.1 Site Location and Current Use

2.1.1 The site is located in the town and civil parish of Mirfield, approximately 3km to the west of Dewsbury and 9km to the north-east of Huddersfield, and within the administrative authority of Kirklees Council (see Figures 1 & 2).

2.1.2 The site is approximately 1.37 ha in size and is located to the east of Northtorpe Lane (see Figure 3).

2.1.3 The site is currently accessed from the private driveway of a residential property, 28 Northtorpe Lane (see Figure 3).

2.1.4 The site comprises the existing dwelling and private garden with an open field beyond. The garden includes a polytunnel with a koi carp pond and a number of open, unused carp ponds.

2.1.5 The site is bound to the north by an open field, separated by a barbed wire fence.

2.1.6 The site is bound to the east by a dense strip of woodland which separates the site from Stoney Lane, a private road serving a small number of residential dwellings and a commercial premises.

2.1.7 The site is bound to the south by the gardens of residential properties on Northtorpe Court and Shillbank Lane. These properties generally back onto the site boundary with the exception of 4 Northtorpe Court, which is orientated side-on to the boundary.

2.1.8 The site is bound to the west by the gardens of residential properties on Northtorpe Lane. These properties all back onto the site boundary with generously-sized rear gardens providing separation from the site.

2.1.9 The site is not in a conservation area and there are no listed buildings on the site.

2.1.10 The site is easily accessible on foot and by car and bus services run along Shillbank Lane into Huddersfield, Dewsbury and Leeds.



## 2.2 Visual Analysis of Site

2.2.1 The site is served from Northorpe Lane, an adopted road taken from the arterial Shillbank Lane.

2.2.2 Northorpe Lane terminates just beyond the application site and transitions into the narrow single-lane Jill Lane.

2.2.3 The site is accessed via the private drive of 28 Northorpe Lane, a 2-storey residential dwelling with a single storey wing (See Figure 4).

2.2.4 The sloping drive gives access to the property's rear garden, beyond which lies an open field.

2.2.5 The garden includes a polytunnel with a koi carp pond and a number of open, unused carp ponds.

2.2.6 A mixture of single storey and 2-storey residential properties which back onto the site are located along the west of the site served from Northorpe Lane (See Figure 5).

2.2.7 A small development of 2 storey dwellings on Northorpe Court back and side-onto the site at the south (See Figure 6).

2.2.8 The site slopes steeply down from west to east with a total level difference of approximately 16m (See Figure 6).

2.2.9 The site is generally well-maintained grassland with a small number of shrubs and trees within the centre.

2.2.10 The north and east boundaries of the site are enclosed by a barbed wire fence.

2.2.11 The south and west boundaries of the site are enclosed by residential garden boundary features which include a mixture of stone walls, concrete gravel board retaining walls and timber fences.



Figure 4



Figure 5



Figure 6

## 2.3 Visual Analysis of Surroundings

2.3.1 The town of Mirfield extends to the southern and western edge of the site, beyond which is generally a mixture of open countryside and individual residential properties.

2.3.2 The town of Mirfield comprises predominantly residential properties with a mixture of styles.

2.3.3 A small residential development on Northorpe Court is to the immediate south of the site. These properties are detached and two-storeys in height. The properties are of reconstituted stone construction with brown uPVC windows and brown concrete roof tiles (see Figure 7).

2.3.4 There are some single storey bungalows further south served directly from Northorpe Lane. These properties are of buff coloured brick construction with white uPVC windows and grey concrete roof tiles (see Figure 8).

2.3.5 The Plough public house sits at the bottom of Northorpe Lane at the junction with Shillbank Lane. This 2 storey building is a mixture of cream and black painted brick with white uPVC sash-style windows and a hipped roof (See Figure 9).

2.3.6 The properties on Northorpe Lane have a wide range of styles and materiality. The wall facing materials are a mixture of red brick, stone, render, and pebbledash. The roof materials are a mixture of grey and brown concrete tiles, slate tiles, and red and brown concrete pantiles.

2.3.7 The example shown in Figure 10 is a two-storey building of red-brown brick construction. This property has a hipped roof with red concrete tiles, single height square bay windows and attached single-storey garages.



## 3.0 Design Development

3.1 Site Constraints Plan

3.2 Site Opportunities Plan

3.3 Site Led Design Objectives Plan

### 3.0 Design Development



Figure 11 - Site Constraints Plan



Figure 12 - Site Opportunities Plan



Figure 13 - Site Led Design Objectives Plan

## 4.0 Proposal

4.1 Kirklees Council's Design Policies

4.2 Use

4.3 Amount

4.4 Layout

4.5 Scale

4.6 Landscaping

4.7 Appearance

4.8 Access

4.9 Crime Prevention

## 4.0 Proposal

### 4.1 Kirklees Council's Design Policies

4.1.1 Consideration has been given to the *Adopted Local Plan* for Kirklees and the relevant strategy and policies.

4.1.2 The proposed scheme has been designed in accordance with the Kirklees Housebuilders Design Guide 2021.

4.1.3 The proposed scheme has been designed with consideration given to the *Highway Design Guide SPD*.

### 4.2 Use

4.2.1 The site currently comprises a residential dwelling, garden and an undeveloped field.

4.2.2 The proposed use is residential.

### 4.3 Amount

4.3.1 The proposed scheme seeks permission for 43 no. dwellings.

### 4.4 Layout

4.4.1 The Proposed Site Layout is shown overleaf (see *Figure 14*).

4.4.2 Proposals include the demolition of the existing dwellings at 28 Northorpe Lane to facilitate a new vehicular and pedestrian access to the site.

4.4.3 The existing topography has informed the layout with an upper and lower plateau of development and split-level houses in the central portion of the site.

4.4.4 The proposed road sweeps downwards into the site serving houses on the west of the road backing onto the western boundary and split level houses on the east of the road absorbing the significant level changes whilst minimising the need for retaining structures. At the lower plateau, houses front the street and overlook the existing woodland belt to the east and the open space to the north.

4.4.5 3 properties at the south of the site are served from a private drive accessed from the primary road.

4.4.6 An area of public open space is provided to the north of the site which will also include a drainage pumping station. This open space also includes a soft buffer to the existing woodland along the eastern boundary.

4.4.7 The orientation of the properties makes best use of the site's existing topography with level changes being absorbed within the split-level properties and rear garden zone between the upper and lower plateaus, with soft-landscaped solution where practicable, in order to minimise the requirement of large retaining structures.

4.4.8 A summary of the key layout principles is as follows;

- Existing building demolished to facilitate site access
- Bungalows proposed to the rear of 28 Northorpe Lane to minimise the impact of development
- Houses orientated towards the street to give an active frontage and ensure a good level of natural surveillance
- Road layout to use existing site topography and provide generous separation distance to existing properties on Northorpe Lane
- Properties on lower plateau to front onto the site boundary to provide a soft buffer to the woodland belt to the east
- Houses overlooking public open space to give an attractive outlook and good level of natural surveillance
- New tree planting provided, see Landscape Plan for details
- Private garden space to the rear of properties enclosed by secure perimeter boundaries
- In-curtilage car parking provided throughout at a minimum ratio of 1 space per 2 bed dwellings and 2 spaces per 3 bed and 4 bed dwellings.

- Dual-aspect houses to key corners to increase natural surveillance and avoid prominent blank elevations

### 4.5 Scale

4.5.1 The proposed dwellings are a mixture of 1, 2 and 2.5 storeys in height.

4.5.2 The scale of the proposed dwellings are in keeping with the local character and scale.





Figure 14 - Proposed Site Layout

## 4.6 Landscaping

4.6.1 A Landscaping Scheme detailing the proposed planting has been prepared and submitted with this application.

## 4.7 Appearance

4.7.1 The proposed dwellings have been designed to reflect the local character. Floor Plans and Elevations for each proposed house type including a schedule of proposed materials supports this application.

4.7.2 3 different elevation styles are proposed to reflect the mixed character of local properties and add variety to the appearance.

4.7.3 The following is a general summary of the key design features;

- A mixture of reconstituted stone, red brick and rendered elevations as follows;

All plots to have;

- Pitched roofs in grey concrete tiles
- White uPVC double glazed windows with glazing bars to front elevations
- White uPVC fascia boards and soffits
- Black uPVC rainwater goods
- Composite front doors (colour TBC)

Brick plots to have;

- Plinth and contrasting brick band to front elevation
- Splayed contrasting brick soldier heads and brick on edge sills to front elevation
- Projected dentils and contrasting brick corbel detail to front elevations

Stone and render plots to have;

- Artstone window heads and sills to front elevations and surrounds to key windows
- Artstone dentils to front elevations
- Artstone quoin surrounds to some front doors
- White render to projecting gables of key plots

## 4.8 Access

4.8.1 An new site access is proposed from Northorpe Lane, details of which accompany this application

## 4.9 Crime Prevention

4.9.1 Although the proposals don't seek Secured By Design accreditation, the layout has been designed to achieve the key principles of *Secured by Design Homes 2016*.



Figure 15 - Visual showing typical residential development by Newett Homes

## 5.0 Conclusion

### 5.1 Summary

## 5.0 Conclusion

### 5.1 Summary

5.1.1 This document supports a Full Planning Application for the demolition of a building and residential development of 43 no. dwellings.

5.1.2 Detailed and careful consideration has been given to the proposals. The proposals create a development that not only respects the site and its surroundings but also provides a high quality and well considered place to live.

5.1.3 In light of the documentation submitted in support of this application it is considered that consent should be granted for the proposed development.

## 6.0 Addendum

### 6.1 Introduction

### 6.2 Summary of Amendments

## 6.0 Addendum

### 6.1 Introduction

6.1.1 This addendum has been included to accompany information resubmitted to Kirkless Council in May 2022. The purpose of the addendum is to illustrate amendments made to the scheme following comments received from Kirkless Council in January 2022.

6.1.2 To differentiate between the previous and current proposals and to illustrate the design process, the main body of the document remains as previously submitted.

### 6.2 Summary of Amendments

6.2.1 The proposed number of dwellings has reduced from 43 to 39 dwellings to create a more open and less dense layout.

6.2.2 Frontage parking has been reduced throughout the layout and replaced with side parking. This has resulted in a 'looser' and less dense layout, with more generous spacing between plots and less car-dominated street scenes.

6.2.3 The internal road arrangement has been redesigned with the pedestrian footpath to the west of the road extending further into the site and forward visibility splays incorporated into the highway.

6.2.4 A road hierarchy has been achieved through the inclusion of a shared surface street serving the lower plateau of the site, creating a more pedestrian-friendly space.

6.2.5 Additional visitor parking has been introduced in defined bays within the highway.

6.2.6 Street trees have been incorporated into the layout throughout to give structured tree-lined streets.

6.2.7 A pedestrian connection has been added to the eastern boundary to give connectivity to the adjacent woodland.

6.2.8 Terraced house types have been omitted to avoid the need for rear-access paths between plots.

6.2.9 The dwelling formerly proposed at the site entrance has been omitted and the site entrance has been defined by green space with formal street tree planting.

6.2.10 The dwellings previously annotated as plots 2-4 have been rotated to improve their relationship with the existing property at 26 Northorpe Lane, with an increased separation distance and a dual-aspect property addressing to the street corner.

6.2.11 Plots 11-18 have been given side parking which has allowed these plots to be brought forward to improve their relationship with the existing properties on Northorpe Court, giving increased separation distances.

6.2.12 Plot 11 has been given a hipped roof to improve its relationship with 16 Northorpe Lane.

6.2.13 House types at plots 11-18 have been substituted to ensure the required separation distance is achieved to plot 20.

6.2.14 The Baildon house type has been omitted.

6.2.15 The Beeches house type has been redesigned internally to provide an open plan lower ground floor.

6.2.16 A revised Proposed Site Layout has been included overleaf.



Figure 16 - Proposed Site Layout

# Appendix IV

## Abnormal Costs Detailed Summary

**Summary of Abnormal Allowances**

SITE: Northorpe Lane, Mirfield

30/03/2022



Summary	Units	Unit Cost	Total	Known/Costed/Budget and comments
<b>Dwelling Structure Abnormals</b>				
Car Charging Point Allowance (EV Specification)	39 Plots	555	£ 21,645.00	Budget figure - supported by quote on Newett site in Topcliffe from Sunfield Electrical
Additional Car Charing Point cost for detached garage	3 Plots	85	£ 255.00	Budget figure - supported by quote on Newett site in Topcliffe from Sunfield Electrical
Parts L & F			£ 152,140.00	Budget figure
<b>Abnormals Off Site and Consortium Works</b>				
Propose Layby (opp site entrance)	1 PC Sum	35700	£ 35,700.00	Budget figure
<b>Abnormals Site Clearance / Remediation</b>				
Demolition	1 item	78900	£ 78,900.00	Costed - Fast Source
Tree Felling/Surgery	1 item	10000	£ 10,000.00	Budget figure
<b>Abnormals Main Siteworks Abnormals</b>				
Drainage Abnormals (Pumpstation & deep/oversided drainage)			£ 693,853.00	Costed - East Coast Construction
\$104 inspection fees for attenuation and pump station			£ 14,941.00	Known - Yorkshire Water rates
Cut & Fill inc Import/Export			£ 408,450.88	Costed - East Coast Construction
Trees & Tree Pits in Highway verges (Adoptable)			£ 10,500.00	Budget figure
Commutted Sum for Verges and Trees			£ 6,000.00	Budget figure
<b>Abnormals Substructure</b>				
Abnormal Foundations (Beam & block, deep foundation & course for levels)			£ 170,975.00	Costed - Bridgebank Limited (yellow highlighted rows)
Gas Membrane Precautions			£ 29,523.00	Costed - Bridgebank Limited (yellow highlighted rows)
Piling (Substructure Quotation)			£ 366,233.00	Costed - Substructure Limited
<b>Abnormals Local Siteworks Abnormals</b>				
Retaining wall & Plot shaping of levels			£ 722,497.75	Costed - East Coast Construction
General Land Drainage			£ 12,051.00	Known - Yorkshire Water rates
<b>Abnormals External Works Utilities</b>				
General Diversions Cost - BT pole	1 PC Sum	15000	£ 15,000.00	Budget figure
<b>Abnormals Site Overheads</b>				
Silt and Dust Management	1 item	10000	£ 10,000.00	Budget figure
Temporary site / sales environment fencing	1 item	2500	£ 2,500.00	Budget figure
<b>Abnormals Other</b>				
POS Works - Grading/topsoiling & landscaping			£ 37,786.00	Budget figure
<b>Consultants Fees - Abnormal</b>				
Gas Membrane Validation			£ 9,750.00	Budget figure
Specialist design fees			£ 50,000.00	Budget figure
<b>Total</b>			<b>£ 2,858,700.63</b>	

# **Appendix V**

## **Development Appraisal of Policy Compliant Scheme (8 affordable units)**

Newett Homes\_Northorpe Lane

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Northorpe Lane

Mirfield

Kirklees

WF14 0QN

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Development Appraisal  
Avison Young  
06 July 2022

**Newett Homes\_Northorpe Lane**

**Appraisal Summary for Phase 1**

**Currency in £**

**REVENUE**

Sales Valuation	Units	ft <sup>2</sup>	Sales Rate ft <sup>2</sup>	Unit Price	Gross Sales
ASP	6	6,072	260.00	263,120	1,578,720
MAY	1	1,114	265.00	295,210	295,210
BLA	2	1,946	265.00	257,845	515,690
BEE	8	9,504	260.00	308,880	2,471,040
MUL	3	3,738	255.00	317,730	953,190
HAZ+	2	2,700	265.00	357,750	715,500
WIL	1	1,384	255.00	352,920	352,920
WIL ALT	2	2,768	255.00	352,920	705,840
BIR	1	1,418	245.00	347,410	347,410
SES	4	5,724	240.00	343,440	1,373,760
AH - Intermediate	4	4,048	92.81	93,924	375,695
AH - Affordable Rent	4	4,048	51.84	52,462	209,848
GUE	1	1,223	255.00	311,865	311,865
<b>Totals</b>	<b>39</b>	<b>45,687</b>			<b>10,206,688</b>

**NET REALISATION**

**10,206,688**

**OUTLAY**

**ACQUISITION COSTS**

Fixed Price	680,000		
Fixed Price (3.41 Acres @ 199,413.49 /Acre)		680,000	
			680,000
Stamp Duty		23,500	
Effective Stamp Duty Rate	3.46%		
Agent Fee	1.00%	6,800	
Legal Fee	0.50%	3,400	
			33,700

**CONSTRUCTION COSTS**

Construction	ft <sup>2</sup>	Build Rate ft <sup>2</sup>	Cost
ASP	6,072	114.00	692,208
MAY	1,114	114.00	126,996
BLA	1,946	114.00	221,844
BEE	9,504	114.00	1,083,456
MUL	3,738	114.00	426,132
HAZ+	2,700	114.00	307,800
WIL	1,384	114.00	157,776
WIL ALT	2,768	114.00	315,552
BIR	1,418	114.00	161,652
SES	5,724	114.00	652,536
AH - Intermediate	4,048	114.00	461,472
AH - Affordable Rent	4,048	114.00	461,472
GUE	1,223	114.00	139,422
<b>Totals</b>	<b>45,687 ft<sup>2</sup></b>		<b>5,208,318</b>
Contingency		4.00%	208,333
			5,416,651

**Other Construction**

Dwelling Structure Abnormals	174,040
Off Site and Consortium Works	35,700
Site Clearance and Remediation	88,900
Main Siteworks Abnormals	1,133,745
Abnormals Substructure	566,731
Abnormals Local Siteworks Abnormals	734,549
External Works Utilities	15,000
Site Overheads	12,500
Abnormals Other	37,786
Consultants Fees - Abnormal	59,750
	2,858,701

**Section 106 Costs**

Public Transport S.106	75,022
Highways S.106	22,000
Public Open Space S.106	80,318
Biodiversity Net Gain S.106	42,780
	220,120

**PROFESSIONAL FEES**

Architect	8.00%	416,665	416,665
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**DISPOSAL FEES**

Sales, Legals and Marketing	2.50%	232,732	232,732
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**FINANCE**

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)	
Land	94,317
Construction	244,619

**Newett Homes\_Northorpe Lane**

Other	21,222	
Total Finance Cost		360,158
<b>TOTAL COSTS</b>		<b>10,218,727</b>
<b>PROFIT</b>		<b>(12,039)</b>

**Performance Measures**

Profit on Cost%	-0.12%
Profit on GDV%	-0.12%
Profit on NDV%	-0.12%
IRR% (without Interest)	5.20%
Profit Erosion (finance rate 6.000)	N/A

## **Appendix VI**

**Development Appraisal of Non -Policy  
Compliant Scheme (0 affordable  
units)**

# Newett Homes\_Northorpe Lane Non Policy Compliant Appraisal

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Northorpe Lane  
Mirfield  
Kirklees  
WF14 0QN

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Development Appraisal  
Avison Young  
06 July 2022

**Newett Homes\_Northorpe Lane  
Non Policy Compliant Appraisal**

**Appraisal Summary for Phase 1**

**Currency in £**

**REVENUE**

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
ASP	14	14,168	260.00	263,120	3,683,680
MAY	1	1,114	265.00	295,210	295,210
BLA	2	1,946	265.00	257,845	515,690
BEE	8	9,504	260.00	308,880	2,471,040
MUL	3	3,738	255.00	317,730	953,190
HAZ+	2	2,700	265.00	357,750	715,500
WIL	1	1,384	255.00	352,920	352,920
WIL ALT	2	2,768	255.00	352,920	705,840
BIR	1	1,418	245.00	347,410	347,410
SES	4	5,724	240.00	343,440	1,373,760
GUE	1	1,223	255.00	311,865	311,865
<b>Totals</b>	<b>39</b>	<b>45,687</b>			<b>11,726,105</b>

**NET REALISATION**

**11,726,105**

**OUTLAY**

**ACQUISITION COSTS**

Fixed Price	680,000			
Fixed Price (3.41 Acres @ 199,413.49 /Acre)			680,000	
Stamp Duty			23,500	680,000
Effective Stamp Duty Rate	3.46%			
Agent Fee	1.00%		6,800	
Legal Fee	0.50%		3,400	
				33,700

**CONSTRUCTION COSTS**

Construction	ft²	Build Rate ft²	Cost	
ASP	14,168	114.00	1,615,152	
MAY	1,114	114.00	126,996	
BLA	1,946	114.00	221,844	
BEE	9,504	114.00	1,083,456	
MUL	3,738	114.00	426,132	
HAZ+	2,700	114.00	307,800	
WIL	1,384	114.00	157,776	
WIL ALT	2,768	114.00	315,552	
BIR	1,418	114.00	161,652	
SES	5,724	114.00	652,536	
GUE	1,223	114.00	139,422	
<b>Totals</b>	<b>45,687 ft²</b>		<b>5,208,318</b>	
Contingency		4.00%	208,333	5,416,651
<b>Other Construction</b>				
Dwelling Structure Abnormals			174,040	
Off Site and Consortium Works			35,700	
Site Clearance and Remediation			88,900	
Main Siteworks Abnormals			1,133,745	
Abnormals Substructure			566,731	
Abnormals Local Siteworks Abnormals			734,549	
External Works Utilities			15,000	
Site Overheads			12,500	
Abnormals Other			37,786	
Consultants Fees - Abnormal			59,750	
				2,858,701

**Section 106 Costs**

Public Transport S.106			75,022	
Highways S.106			22,000	
Public Open Space S.106			80,318	
Biodiversity Net Gain S.106			42,780	
				220,120

**PROFESSIONAL FEES**

Architect	8.00%		416,665	416,665
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**DISPOSAL FEES**

Sales, Legals and Marketing	2.50%		293,153	293,153
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**FINANCE**

Debit Rate 6.000%, Credit Rate 0.000% (Nominal)				
Land			109,436	
Construction			148,142	
Total Finance Cost				257,578

**TOTAL COSTS**

**10,176,568**

**Newett Homes\_Northorpe Lane  
Non Policy Compliant Appraisal****PROFIT****1,549,537****Performance Measures**

Profit on Cost%	15.23%
Profit on GDV%	13.21%
Profit on NDV%	13.21%
IRR% (without Interest)	30.32%
Profit Erosion (finance rate 6.000)	2 yrs 5 mths

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