DATED 20 July **2023**

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

YORKSHIRE CHOICE HOMES SPV2 LIMITED

and

SALBOY PARTNERSHIPS LIMITED

AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990 (as amended)
relating to
Fieldhead, 115 Westfield Lane, Scholes, Cleckheaton

Steele Raymond LLP

Richmond Point

43 Richmond Hill

Bournemouth

Dorset

BH2 6LR

Ref: EKS/112517.0004

THIS AGREEMENT is made the 20 day of July Two Thousand and Twenty-Three

BETWEEN: -

(1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Civic Centre 3, Market Street, Huddersfield, HD1 1WG ("**Council**"); and

(2) **YORKSHIRE CHOICE HOMES SPV2 LIMITED** (Company No. 13820270) whose registered office is situate at Unit 3 Birchwood One Business Park Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**Developer**"); and

(3) **SALBOY PARTNERSHIPS LIMITED** Company No. 13626842) whose registered office is situate at Unit 3 Birchwood One Business Park Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**Developer's Mortgagee**")

RECITALS:

1. The Council is the local planning authority for the administrative area within which the Site is located for the purposes of the 1990 Act and is entitled to enforce the obligations contained in this Agreement.

2. The Developer is the freehold owner of the Site registered with title absolute at HM Land Registry under WYK121894 subject to the Security but otherwise free from encumbrances which would prevent the Developer from entering into this Agreement.

3. The Mortgagee is the registered proprietor of the Charge dated 6th June 2023 as has agreed to enter into this Deed to give its consent to the terms of the Deed.

4. Outline Planning Permission was granted on 2 October 2020 for development of the Site and which required an application for reserved matters approval.

5. The Developer has submitted the Application to the Council for reserved matters approval in relation to the Development.

6. The Council would not have been willing to grant the planning permission but for this Deed because of the need to secure:-

   (a) The provision of Affordable Housing on the Site in accordance with the policy of the Kirklees Local Plan.

(b) Secure the payment of an Off-Site Public Open Space Contribution

(c) Secure the payment of an Off-Site Bio-diversity Net Gain Contribution

(d) Secure the maintenance for the lifetime of the Site by way of a management company of the sustainable drainage system until adopted by Yorkshire Water or a substitute NAV

7. The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Developer and its respective successors in title.

8. The Council and the Developer have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations SI 2010 No.948 and agree that the planning obligations contained in this Agreement are:

(a) necessary to make the Development acceptable in planning terms;

(b) directly related to the Development; and

(c) fairly and reasonably related in scale and kind to the Development

9. By the provisions of Section 106 of the 1990 Act any person interested in land in the area of a local planning authority may by agreement or otherwise enter into a planning obligation in respect of the land.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. **INTERPRETATION**

1.1 In this Agreement the following terms shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.1.11, 1.2.12 or 1.4 of the First Schedule, the lower of the following two amounts:

(a) 30% (thirty percent) of the proceeds of sale; and

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

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

"**Affordable Housing**" means for the purpose of this Agreement housing that will be made available to people whose income is insufficient to enable them to afford housing locally on the open market as defined in Annex 2 of the National Planning Policy Framework (as may be updated or superseded);

"Affordable Housing Plan" means plan with reference 2023-018-001 Rev P attached hereto at Annex 2;

"Application" means the reserved matters planning application received by the Council on 22 March 2023 and validated by the Council on 12 April 2023 and registered by the Council under reference number 2023/61/90909/E for the demolition of one dwelling and erection of residential dwellings and associated

works with details for access which follows the Outline Planning Permission;

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

"Biodiversity Net Gain Contribution" means the sum of £4,738 (Four Thousand Seven Hundred and Thirty Eight pounds) Index Linked (calculated on the basis of £[20,000.00] (twenty thousand pounds) per habitat unit including an 15% administration fee) to be paid to the Council by the Developer in accordance with paragraph 6 of the First Schedule and applied by the Council towards enhancing the bio-diversity on Council managed land in order to off-set the loss of the habitat and river units at the Site which directly arise from the impacts of the Development;

"Close Family" means a spouse, civil partner, partner, son, daughter, sibling, parent, grandparent;

"Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development, including demolition, begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services,

erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commenced" shall be construed accordingly

"Compliance Certificate" means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 1.2.5of the First Schedule applies the Eligibility Criteria (Local) and the cost of any subsequent Compliance Certificate that may arise on subsequent disposal of a Dwelling as a First Home will be borne by the purchaser of that Dwelling;

"Contributions" means the Public Open Space Contribution, and the Biodiversity Net Gain Contribution and reference to "**Contribution**" shall be construed accordingly;

"Development" means the development of the Site in pursuance of the Planning Permission;

"Discount Market Price" means the sum which is the Market Value Discounted by at least 30% which will apply to the First Home in perpetuity unless otherwise set out in this Deed.

"Disposal" means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting in accordance with paragraph 1.3 of the First Schedule;

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made

available for occupation except where the transfer is to a First Homes Owner;

(c) a First Homes Exempt Disposal

and reference to "**Disposed**" shall be construed accordingly;

"Dwelling" means a residential unit that may be built on the Site as part of the Development and reference to "**Dwellings**" shall be construed accordingly;

"Eligibility Criteria (Local)" means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and

(b) any or all of criteria (i) (ii) and (iii) below are met:

(i) the purchaser meets the First Homes Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or

(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

"Eligibility Criteria (National)" means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

"Exempt Disposal" means the Disposal of a First Home in one of the following circumstances:

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

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the

avoidance of doubt paragraph 1.4 of the First Schedule shall apply to such sale);

PROVIDED THAT in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 1.3 of the First Schedule;

"First Homes" Means 3 (three) Dwellings of Affordable Housing as shown on the Affordable Housing Plan or in such other locations that may be agreed in writing between the Council and the Developer to be provided as first homes as defined in the Department for Levelling Up, Housing and Communities 'First Homes' guidance published in May 2021 (or any future guidance or initiative that replaces or supplements it) and which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Sale Price and which on its first Disposal does not exceed the Price Cap and reference to "**First Home**" shall be construed accordingly;

"First Homes Administration Charge" Means the reasonable and proper costs incurred by the Council upon any further disposal of a First Home in consideration of the following:-

(i) The consideration of the evidence supplied by any purchaser meeting the First Homes Eligibility Criteria (Local);

(ii) The consideration of the evidence supplied by the Owner of the First Home in relation to the Discount Market Price of the First Home;

(iii) Provision of any certificate to confirm that there has been compliance with Paragraph 1.2.7 of this Deed

"First Homes Mortgagee" means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a first home including all such regulated entities which Shari'ah compliant finance for the purpose of acquiring a first home.

"First Homes Owner" means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Developer; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

(c) a tenant or sub-tenant of a permitted letting under paragraph 1.3of the First Schedule;

"First Home Sale Price"	means the price of the First Homes to be agreed with the Council prior to the disposal of any of the First Homes but that shall be a price equal to the Market Value of an equivalent Market Housing Unit less a discount equal to 30% (thirty percent) of the Market Value;
"First Time Buyer"	means a first-time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003 and reference to "**First Time Buyers**" shall be construed accordingly.
"Income Cap (Local)"	means £80,000.00 (eighty thousand pounds) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home;
"Income Cap (National)"	means: (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London) – £90,000.00 (ninety thousand pounds)); and (b) in the case of any other First Home – £80,000.00 (eighty thousand pounds)) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;
"Independent Surveyor"	means an independent chartered surveyor of no less than 10 (ten) years post qualification experience unconnected to any of the Parties hereto and experienced in residential development matters who

shall be appointed at the Developer's cost but first approved by the Council;

"Index Linked" means an increase or decrease to the Contributions on an annual basis or pro rata per diem from the date of this Agreement to the date of payment (or calculation as the case may be) in accordance with the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if the All In Tender Price Index ceases to exist such index as the Council reasonably nominates;

"Key Worker" means a person employed or with a confirmed job offer in one of the following categories of employment;

(a) NHS staff;

(b) police officers;

(c) firefighters;

(d) transport workers; and

(e) teachers;

or such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "**Key Worker**" criteria which shall apply to that disposal;

SAVE THAT where the Council has not imposing any key worker criteria such categories of employment as may be designated and published by

the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker;

means:

"Local Connection Criteria"

Criteria which are met by a person who satisfies one or more of (i) to (vii) below:-

(i) Currently lives in Kirklees as their primary residence and has done so for the past 3 years;

(ii) Previously lives in Kirklees as their primary residence for at least 5 years accumulatively within the past 10 years;

(iii) Has Close Family ordinarily residence in Kirklees and Close Family has been ordinarily resident in the locality for the past 3 years;

(iv) Needs to move to Kirklees to receive or provide care or support;

(v) Is employed full-time on a permanent basis for more than 16hrs per week in Kirklees or is about to take up an offer of permanent full-time employment in Kirklees;

(vi) Needs to move to Kirklees to be close to local facilities because of a specific identified need;

(vii) Has some other connection to Kirklees as approved by the Council in writing.

"Management Company" Means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Developer for the purposes of carrying out maintenance of the drainage land until adopted by Yorkshire Water or appropriate NAV, which:

1. Is incorporated in England and Wales or Scotland

2. Has its registered office in England, Wales or Scotland; and

3. Whose primary objects permit it to maintain the drainage land until adoption.

"Market Dwellings" means those dwellings within the Development excluding the First Homes;

"Market Value" means the open market value as assessed by a Valuer of Dwelling as confirmed by the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014) or any such replacement guidance issued by RICS and for the avoidance of doubt shall not take into account the 30% discount in the valuation

"Marketing Strategy"

means the strategy to be approved by the Council pursuant to clause 1.2.4of this Deed and to detail the marketing measures to be undertaken to dispose of the First Home to Qualifying Persons upon a first disposal and marketing materials shall be construed accordingly.

"Mortgagee" means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

"Occupation" means the beneficial occupation under a sale lease licence or other arrangement for the purpose for which the Dwelling was granted planning permission but shall exclude occupation for the purposes of fit out or marketing or security and reference to and "**Occupy**" shall be construed accordingly;

"Outline Planning Permission" Means the outline planning permission for the demolition of one Dwelling and the erection of residential development and associated works with details for access granted by the Council with reference 2020/60/90436/E on 2 October 2020

"Public Open Space Contribution" means the sum of £33,603.32 (Thirty-three thousand six hundred and three pounds and thirty-two pence) Index Linked to be paid to the Council by the Developer in accordance with paragraph 3 of the First Schedule and applied by the Council towards improvements to Scholes Recreation ground or

	other publicly accessible open space within the vicinity of the Development;
"Plan 1"	means the plan so marked and attached hereto at Annex 1;
"Planning Permission"	means a planning permission which may be granted by the Council pursuant to the Application;
"Practical Completion"	means that the relevant First Homes is practically complete, ready for occupation and use and accessible and has been certified as such
"Price Cap"	means the amount for which the First Home is sold after the application of the First Home Sale Price which on its first Disposal shall not exceed £250,000.00 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State;
"Qualifying Person"	means a person who meets the Eligibility Criteria (National) and (unless paragraph 1.2.5 applies) the Eligibility Criteria (Local)
"Reasonable Endeavours"	means that it is agreed by the parties that the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary) but subject to these and to other terms of this Agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect;

"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
"Secretary of State"	means the Secretary of State for the Department of Levelling Up, Housing and Communities or any substitute or any Inspector appointed by him;
"Section 73 Consent"	means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to Section 73 of the 1990 Act was granted subject to;
"Security"	Means the charge dated 30 January 2023 made between the Developer (1) and the Developer's Mortgagee (2)
"Site"	means the land known as 115 Westfield Lane, Wyke, Bradford, Kirklees, West Yorkshire, BD12 9LY which is shown edged red on Plan 1 as the same is registered at HM Land Registry under title number WYK121894;
"SuDS"	Means the onsite sustainable drainage system in respect of the Development
"SuDS Maintenance and Management Plan"	Means the maintenance and management plan in relation to the SuDS pursuant to the requirements of paragraph 4.3 of the First Schedule
"Valuer"	means a member or fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity;

"Working Day"	means any day except Saturdays Sundays or bank holidays and reference to "**Working Days**" shall be construed accordingly;

1.2 Clause headings are for reference only and shall not affect the construction of this Agreement.

1.3 Where more than one person is included in the expressions "the Council", "the Developer's Mortgagee" and "the Developer" agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.

1.4 Any covenant by the Developer not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

1.5 The masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa.

1.6 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it which is for the time being in force.

1.7 A reference to a clause or schedule or paragraph is a reference to a clause or schedule or paragraph contained in this Agreement and does not affect the interpretation or construction of this Agreement.

1.8 A reference to this Agreement or any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

2. GENERAL

2.1 This Agreement is made pursuant to Section 106 of the 1990 Act.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 1 of the Localism Act 2011 and all other enabling

powers which bind the Site and each and every part of the Site and are enforceable against the Developer and their successors in title by the Council in its capacity as Local Planning Authority in respect of the Site

2.3 Subject to clause 2.6 the Developer covenants with the Council to observe the restrictions and perform the obligations contained in paragraphs 1 to 6 (inclusive) of the First Schedule with the intent that those restrictions and obligations shall bind the Developer and each and every part of the Site and the Developer acknowledges that its interest in the Site will be bound by the obligations contained in the First Schedule.

2.4 The Council covenants with the Developer to observe the restrictions and perform the obligations contained in the Second Schedule and where applicable in the First Schedule.

2.5 No person shall be bound by the terms of this Agreement or shall be liable for breach of any covenants, restrictions, duties, provisions or obligations contained in this Agreement after he or it shall have parted with his or its interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

2.6 This Agreement shall not be binding upon:

2.6.1 a purchaser an occupier or a tenant of individual Dwellings or if it shall be a mortgagee and / or chargee and / or their respective successors in title and / or receiver appointed by the mortgagee and / or chargee of a Dwelling; or

2.6.2 with regard to paragraphs 2 to 6 (inclusive) of the First Schedule if he or she shall be a purchaser an occupier or a tenant of any of the First Homes or a purchaser of an individual First Home or in the event of default under a mortgage or charge or upon any receiver appointed by them its successors in title to such mortgagee, chargee or receiver; or

2.6.3 an occupier or tenant or a purchaser of a site or sites required for statutory infrastructure purposes in relation to the Development.

2.7 Paragraphs 1.1 and 1.2 of the First Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner.

2.8 This Agreement shall not become effective until the following conditions are satisfied:

2.8.1 the Planning Permission has been granted; and

2.8.2 the Commencement of Development has occurred

(except where otherwise specifically stated in this Agreement).

2.9 If the Planning Permission expires or is revoked or quashed or otherwise withdrawn or modified without the consent of the Developer or its successors in title this Agreement shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date.

2.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or a Section 73 Consent to which Clause 7 applies) granted (whether or not on appeal) after the date of this Agreement.

2.11 This Agreement is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such on completion.

2.12 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

2.13 Wherever this Agreement requires the approval agreement determination or consent of the Council such approval agreement determination or consent shall be provided in writing and is not to be unreasonably withheld or delayed.

2.14 Where this Agreement comes to an end under clause 2.10:

2.14.1 the Council shall vacate or cancel the entry made in the Local Land Charges Register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site; and

2.14.2 where this Agreement is released in part by any future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

2.15 The Developer shall pay the Council's reasonable legal costs incurred in the preparation of this Agreement up to a maximum of £900 (inclusive of VAT).

3 VAT

3.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any Value Added Tax properly payable.

4 WAIVER

4.1 No waiver (whether expressed or implied) by the Council or the Developer of any breach or default in performing or observing any of the covenants, terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

5 NOTICES

5.1 All notices, requests and demands or other written communications to or upon the Parties pursuant to this Agreement shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the Party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows (or to such other address as the Party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other Parties as its address for the purposes of this Clause 5.1):

5.1.1 To the Council: Service Director: Legal Governance and Commissioning Legal Services, Civic Centre I, Huddersfield HD1 quoting "Westfield Lane, Wyke" and the Application reference number "D31-1715 (Section 106 ref)" and in connection with the Affordable Housing First Homes contact should be made with housing.regeneration@kirklees.gov.uk

5.1.2 To the Developer at Unit 3 Birchwood One Business Park Dewhurst Road Birchwood Warrington WA3 7GB quoting reference "Yorkshire Choice SPV2 Limited – Wyke":

6 DISPUTES

6.1 Subject to clause 6.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the others written notice requiring the dispute to be determined under this clause 6. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

6.2 For the purposes of this clause 6 a "**Specialist**" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

6.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as they may require, to determine the appropriate type of Specialist and to arrange their nomination under clause 6.4.

6.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as they may require, to determine and nominate the appropriate Specialist or to arrange their nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.

6.5 The Specialist shall act as an independent expert and each party:

6.5.1 may make written representations within ten (10) Working Days of the appointment of the Specialist;

6.5.2 shall have a further ten (10) Working Days to make written comments on the other's representations; and

6.5.3 will copy their written representations and written comments to the other parties.

6.6 The Specialist shall:

6.6.1 be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;

6.6.2 have regard to all representations and evidence before them when making their decision, which shall be in writing, and shall give reasons for their decision;

6.6.3 use all reasonable endeavours to publish their decision within thirty (30) Working Days of their appointment; and

6.6.4 the Specialist shall not take oral representations from the parties without giving the parties the opportunity to be present, to give evidence and to cross-examine each other.

6.7 Responsibility for the costs of referring a dispute to a Specialist under this clause 6, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

6.8 This clause 6 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

7 DEVELOPER'S MORTGAGEE'S CONSENT

7.1 The Developer's Mortgagee acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Security over the Site shall take effect subject to this Agreement PROVIDED THAT the Developer's Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

8 FUTURE SECTION 73 CONSENTS

8.1 Subject to the proviso to this Clause if any Section 73 Consent is granted after the date of this Agreement:

8.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

8.1.2 the definitions of Application, Development and Planning Permission (other than for the purposes of Clause 1.1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

PROVIDED THAT:

nothing in this Clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

8.2 to the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

8.3 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

9 JURISDICTION

9.1 This Agreement is governed by and interpreted in accordance with the law of England and the Parties submit to the exclusive jurisdiction of the courts of England.

10 DELIVERY

10.1 The provisions of this Agreement (other than this Clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

This Agreement has been entered into and delivered as a Deed on the date stated at the beginning of it.

FIRST SCHEDULE
(Developer's Planning Obligations)

The Developer covenants with the Council as follows:

1 **FIRST HOMES**

1.1. **First Homes – Delivery Mechanism**

1.1.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

1.1.1.1. the Eligibility Criteria (National); and

1.1.1.2. the Eligibility Criteria (Local) (if any).

1.2. First Homes - Obligations

1.2.1. The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance;

1.2.2. The internal specifications of the First Homes shall not be reason of their being First Homes be inferior to the internal specifications of the equivalent market dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.

1.2.3. All First Homes shall be constructed to no less than the standard applied to the Market Dwellings;

1.2.4. Prior to commencement of Development the Developer shall submit to the Council the marketing strategy for the Council's approval and the Developer shall not commence development unless and until such marketing strategy has been approved by the Council, such approval not to be unreasonably withheld or delayed and thereafter the First Home shall be disposed of according to the terms of the agreed Marketing Strategy.

1.2.5. If after a First Home has been actively marketed for 3 (three) months (such period to expire no earlier than 3 (three) months prior to Practical Completion)

it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 1.1.1.2 of this Schedule shall cease to apply.

1.2.6. Subject to paragraphs 1.2.9 to 1.2.13 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% (fifty percent) of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

1.2.7. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

1.2.7.1. The Council has been provided with evidence that:

(a) the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 1.2.5 of this Schedule applies meets the First Homes Eligibility Criteria (Local);

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

(c) the transfer of the First Home includes:

(i) a definition of the "Council" which shall be "The Council of the Borough of Kirklees";

(ii) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 1.2.5 to 1.2.12 of the First Schedule to the Section 106 Agreement;"

(iii) a definition of "Section 106 Agreement" in the following terms:

"means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) The Council of the Borough of Kirklees (2) Yorkshire Choice Homes

SPV2 Limited and (3) Salboy Partnerships Limited;"

(iv) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions.

(v) a copy of the First Homes Provisions in an Annexure to the transfer.

1.2.7.2. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within 28 (twenty-eight) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 1.2.6 and 1.2.7.1 of this Schedule have been met.

1.2.7.3. The First Homes Administration Charge has been paid to the Council.

1.2.8. On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the Borough of Kirklees of Civic Centre, 3, Market Street, Huddersfield, HD1 1WG or their conveyancer that the provisions of clause XX (the First Homes Provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

1.2.9. The owner of a First Home (which for the purposes of this clause shall include the Developer, the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

1.2.9.1. the Dwelling has been actively marketed as a First Home for 6 (six) months in accordance with paragraphs 1.2.5 and 1.2.7 of this Schedule (and in the case of a first Disposal the 6 (six) months shall be calculated from a date no earlier than 6 (six) months prior to Practical Completion) and Reasonable Endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 1.2.6 and 1.2.7 of this Schedule; or

1.2.9.2. requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 1.2.9.1 of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

1.2.10. Upon receipt of an application served in accordance with paragraph 1.2.9of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

1.2.11. If the Council is satisfied that either of the grounds in paragraph 1.1.6 of this Schedule have been made out it shall confirm in writing within 28 (twenty-eight) days of receipt of the written request made in accordance with paragraph 1.2.9 of this Schedule that the relevant Dwelling may be Disposed of:

1.2.11.1. to the Council at the Discount Market Price; or

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

and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.2.13 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

1.2.12. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied acting reasonably that either of the grounds in paragraph 1.2.9 of this Schedule have been made out then it shall within 28 (twenty eight) days of

receipt of the written request made in accordance with paragraph 1.2.9 of this Schedule serve notice on the Developer setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than 6 (six) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 1.2.9 of this Schedule following which the Council must within 28 (twenty-eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

1.2.13. Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 1.2.11 or 1.2.12 of this Schedule the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

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

1.2.14.1. within 28 (twenty-eight) working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 1.2.8 of this Schedule where such restriction has previously been registered against the relevant title;

1.2.14.2. apply all monies received as Local Housing Authority for the provision and enabling of housing accommodation pursuant to the Housing Act 1985 the Housing Act 1988 the Housing Act 1989 (or as any of the same may be subsequently amended) and all other enabling powers the nature of such payments being within the absolute discretion of the Council.

1.2.15. Any person who purchases a First Home free of the restrictions in this First Schedule pursuant to the provisions in paragraphs 1.2.12 and 1.2.13 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

1.3. **First Homes – Use**

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the

terms of this Agreement **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 1.3.1 – 1.3.3 of this Schedule:

1.3.1. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than 2 (two) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed 2 (two) years.

1.3.2. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances of paragraphs 1.3.2.1 to 1.3..6 of this Schedule:

1.3.2.1. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

1.3.2.2. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

1.3.2.3. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

1.3.2.4. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

1.3.2.5. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

1.3.2.6. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

1.3.2.7. A letting or sub-letting permitted pursuant to paragraph 1.2.1 or 1.2.2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

1.4. Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homeowner's main residence.

1.5. **First Homes – Mortgagee Exclusion**

The obligations in paragraphs 1.2 and 1.4 of this Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (**each a Receiver**)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver **PROVIDED THAT**:

1.5.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

1.5.2. once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 1.5.3 of this Schedule;

1.5.3. following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution;

1.5.4. following receipt of notification of the Disposal of the relevant First Home the Council shall:

1.5.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.2.8 of this Schedule; and

2. apply all such monies received towards the provision of Affordable Housing.

3. **PUBLIC OPEN SPACE CONTRIBUTION**

3.1. To pay the Public Open Space Contribution to the Council as specified in 3.2.

3.2. To pay £33,603.32 of Public Open Space Contribution Index Linked to the Council prior to the Occupation of more than 25% of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the Council) and not to Occupy more than 25% of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the Council).

4. **BIODIVERSITY NET GAIN CONTRIBUTION**

4.1. To pay the Biodiversity Net Gain Contribution to the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until the Biodiversity Net Gain Contribution has been paid to the Council.

5. SuDS MAINTENANCE AND MANAGEMENT PLAN

5.1. The Developer covenants with the Council that prior to implementation of the Development the Developer shall submit to the Council for approval the SuDS Maintenance and Management Plan.

5.2. The Developer covenants not to carry out any above ground works comprised in the development unless and until the SuDS Maintenance and Management Plan has been approved by the Council.

5.3. The SuDS Maintenance and Management Plan shall include detailed measures setting out how the drainage works shall be maintained and managed and shall include:-

5.3.1. Details and a programme for the long-term management and maintenance works to cover all aspects of the SuDS including a schedule providing in accordance the CDM (Construction Design Management) Regulations 2015 whereby operational safety has been fully risk assessed and a method statement determining access to the tank with appropriate equipment, access into the tank when necessary and recommended maintenance methods and their frequency e.g. removing silt, checking release valves and operational replacement or component parts such as neoprene seals;

5.3.2. a detailed maintenance schedule and methodology for all individual components to maintain the functionality of the SuDS;

5.3.3. a detailed schedule of methodology for the inspection, maintenance and replacement as required of engineering

features including inlet and outlet structures, flow controls, tanks and channels;

4.3.4 A detailed schedule and methodology for the inspection, maintenance and replacement as required of the SuDS; and

4.3.5 Plans at 1:1200 scale which show the extent of the SuDS, the extent of the landscape features and details of connection to Yorkshire Water Systems/Assets/Sewer Network;

4.3.6 detailed maintenance schedules to be provided shall include details of the frequency of all actions and routine maintenance activities, the timing of all inspections (including annual routine inspections) and the timing of management works arising from inspections;

4.3.7 Details of the maintenance regime that will be adopted during the construction phase up until the point of the SuDS are signed off as complete in accordance with the approved design;

4.3.8 Details of vehicular and pedestrian access arrangements relating to the inspection and .maintenance of the SuDS;

4.3.9 In the event that the Council (acting reasonably) considers that it is unable to approve the submitted version of this SuDS Maintenance and Management Plan then the Developer shall submit a revised version to the Council taking into account any comments that the Council has provided for the Council's approval and this procedure shall be repeated as often as is necessary until the Council approves the SuDS maintenance and management plan.

6. MAINTENANCE AND MANAGEMENT OF THE SUDS

6.1. The Developer covenants with the Council

6.2. To fully comply with the approved SuDS Maintenance and Management Plan with effect from the implementation of development and at all times thereafter to maintain and manage the SuDS in accordance with the details set out in the approved SuDS Maintenance and Management Plan until ·the date when the SuDS have been adopted by Yorkshire Water or new appointments and variations (MADs), Limited Companies

appointed by OFWAT, which provide a water and/or sewerage service to customers in an area which was previously provide by the incumbent monopoly provider (Yorkshire Water);

6.3. Until such time as the SuDS are adopted by Yorkshire Water and appointed NAV the Council may upon reasonable notice enter the site in order to check and monitor compliance with the approved SuDS maintenance and management plan.

6.4. In the event that the Council (acting reasonably) considers that the requirements of the approved SuDS maintenance and management plan are not been complied with (and unless and until the SuDS have been adopted by Yorkshire Water or appointed NAV) then the Council may serve a notice on the Developer requiring the Developer to undertake such remedial steps as are specified in such notice

6.5. The Developer shall comply with any requirements of any notice served by the Council pursuant to paragraph 5.4 above within 20 working days of the date of service of the same by the Council on the Developer or within such longer period (as in all the circumstances shall be fair and reasonable) which may be agreed by the Council in writing.

6.6. In seeking approval from the Council to the identity of the transferee or lessee to which the Council intends to transfer a Lease or any part of the Site on which the SuDS are located including to a management company established or appointed to manage the same, the Developer shall provide the Council with the following details in respect of the proposed transferee or lessee:-

6.6.1. How the ongoing maintenance and management rights will be funded

6.6.2. Its structure and voting rights; and

6.6.3. such other information as the Council (acting reasonably) may reasonably require.

6.7. The Developer shall ensure that the Council is provided with uptodate contact details (including the contact name, address, email address and telephone number of any third-party or person which is engaged or contracted to carry out any maintenance or management works in respect of the SuDS.

7. Adoption By Yorkshire Water or appointed NAV

7.1. Upon receipt by the Council of satisfactory evidence that the SuDS have been transferred to Yorkshire Water or appointed NAV the planning obligations in paragraphs 4, 5, 6 and 7 of this Deed shall cease to have effect.

SECOND SCHEDULE
(Council's Covenants)

The Council hereby covenants with the Developer:

General

1. That on the reasonable written request of the Developer at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof and / or at any reasonable time after all of the planning obligations under this Agreement have been fulfilled or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof and thereafter cancel all relevant entries in the register of local land charges.

Contributions

2. To issue a receipt on request in writing for the Contributions.

3. Upon receipt to place the sums referred to in paragraph 2 of this Second Schedule in an interest-bearing account or in separate accounts as the Council shall in its discretion decide.

4. To apply the Contributions and any interest accrued towards the purposes specified in this Agreement in order to address impacts which directly arises from the Development and not to apply the Contributions for any other purposes and the Council shall (on the reasonable written request of the payee or the payee's nominee) provide evidence that the Contributions have been so applied.

Repayment

5. That in the event the Contributions or any part or parts thereof are not expended within 5 (five) years of the date of final payment of the relevant Contribution then the sum or sums not expended plus interest accrued (if applicable) will be repaid to the person who paid the sum or sums or its nominee.

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

Service Director: Legal, Governance
and Commissioning /
Authorised Signatory

EXECUTED as a **DEED** by)
YORKSHIRE CHOICE HOMES)
SPV2 LIMITED)
acting by Jason Begg)
a director) Director
the presence of: -)

Witness's s _
Name (prir _
Occupatior _
Address: _

EXECUTED as a **DEED** by)
SALBOY PARTNERSHIPS)
LIMITED)
acting by Joanne Ismail)
a director) Director
the presence of: -)

Witness's signa
Name (print): _

Occupation: Office Staff

Address: Unit 3 Birchwood One Business Park

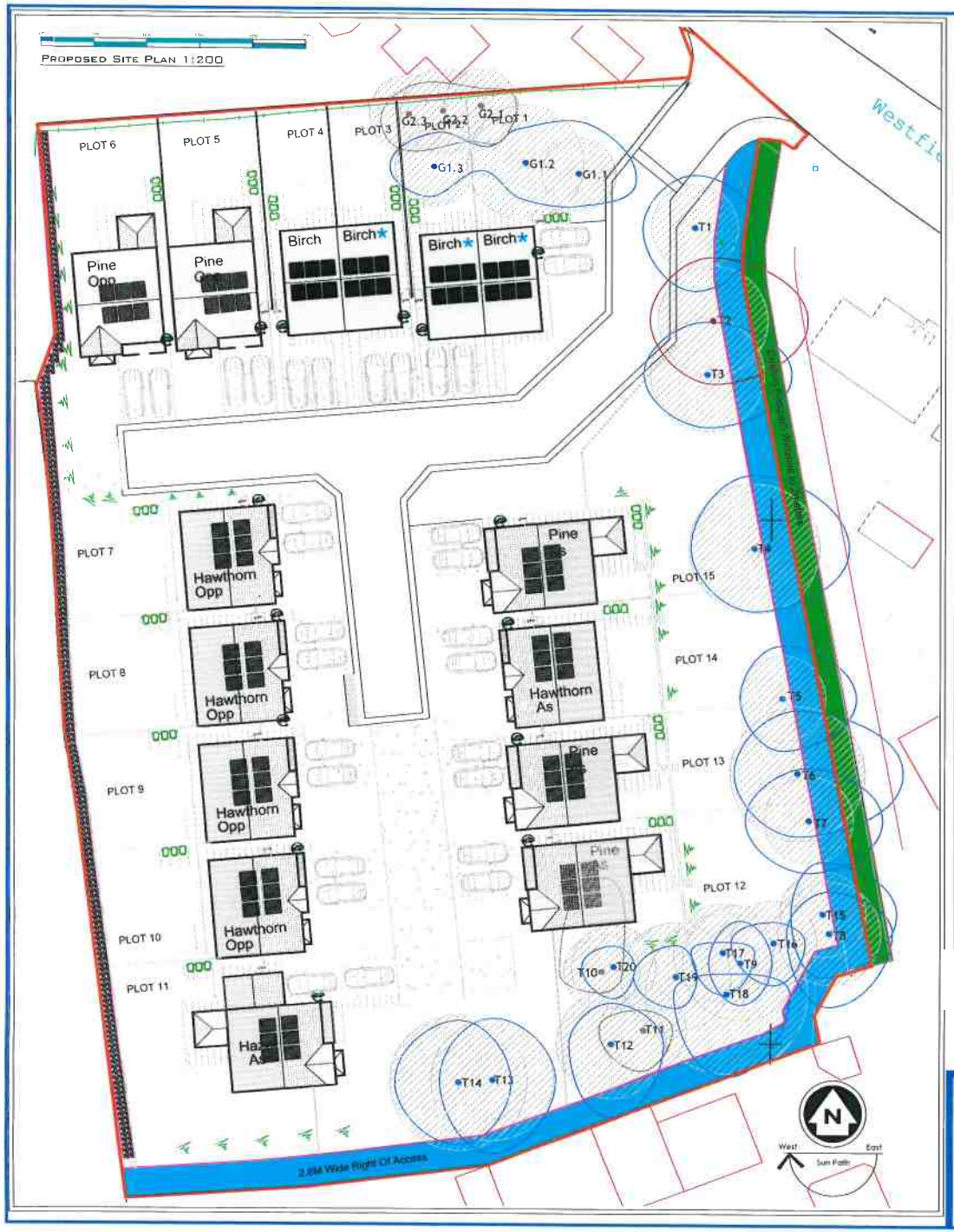
Warrington WA3 7GB

Annex 1

(Plan 1)

Annex 2

(Affordable Housing Plan)



Schedule of Accommodation

3 Bedroom Semi Detached House 1012sqFt The 'BIRCH'	4 No
4 Bedroom Detached House 1375SqFt The 'PINE'	5 No
4 Bedroom Detached House 1405 SqFt The 'HAZEL'	1 No
4 Bedroom Detached House 1335SqFt The 'HAWTHORN'	5 No
Total	15 No

Gabion Details

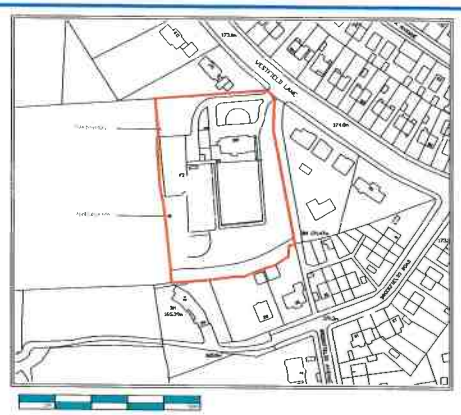
Foundation Soils
Cohesionless ie. sand, gravels - insitu state
not less than loose ie cannot be excavated with a spade. 50mm Peg Easily Driven

Cohesive soils ie clay - plasity index (Ip)
not greater than 30%

Maximum Imposed Foundation Pressures
SLS - 36 KN/M
ULS - 48 KN/M

Wall Height - 1.5M

(See Typical Construction Details.)



Location Plan 1:1250

Key

- Bin Storage Area
- Rain Water Butt
- Proposed Tree (see schedule)
- TPO Tree - Root Protection Area
- TPO Tree - Canopy
- Existing Tree
- Rotary Dryer
- Bike Store (See details)
- 1.8/1.5m high meter high fence (see fencing plan)
- 0.45m Post and Rail Fence(see fencing plan)
- Log Retaining Wall
- Grassed area
- 900mm x 600mm Paved Path
- Shrub Planting
- Block Paving (permeable)
- Tarmac Drive/Parking Space (permeable)
- Public Footpath
- Right of Way
- Solar Panel (Position to be determined Energy Assessment)
- Electric Charging Point - Fitted to New Fence
- Gabion Baskets Retaining Wall
- * Affordable Hou

Rev	Date	Remarks
Rev P	18/07/23	Affordable units converted to 3No
Rev N	11/07/23	Layout amended to Plots 1-6
Rev M	28/06/23	Visitor parking added, street lighting added
Rev L	01/06/23	Gabion Basket extended
Rev K	12/05/23	Annotation for HA removed from plot 4
Rev J	10/05/23	Amended for planning HA 1,2 3
Rev H	05/05/23	HA Units amended to only plots 1 & 2
Rev G	18/04/23	Hawthorn and Beech Footprints amended
Rev F	11/04/23	PV added Plots 11-15 Repositioned
Rev E	24/03/23	Gabion Details Added
Rev D	07/03/23	Layout amended to accommodate client comments
Rev C	01/03/23	Public Footpath & Right of Way Added
Rev B	21/02/23	New Survey Added and Root Protection Areas added
Rev A	14/02/23	Block Sizes Amended - Hanongs Amended to Pine House Type

NOTES

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TEL OFFICE - 07591 206852
WEB:- WWW.DK-DESIGNS.CO.UK
EMAIL :- DESIGNS@DK-DESIGNS.CO.UK

Client: Yorkshire Choice Homes Limited

Westfield Lane, Wyke
SITE PLAN AND LOCATION PLAN

Scale: 1:1250 1:200 @ A1		Date: Feb 23
Drawing Number: 2023-018-001	Revision: P	Drawn by: DCK/KLU

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 19 July 2023 shows the state of this title plan on 19 July 2023 at 12:46:35. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

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H.M. LAND REGISTRY		TITLE NUMBER WYK 121894	
ORDNANCE SURVEY PLAN REFERENCE	SE 1526 SE & SE 1626 SW	SECTION	Scale 1/1250
COUNTY WEST YORKSHIRE		DISTRICT KIRKLEES	© Crown Copyright 1977

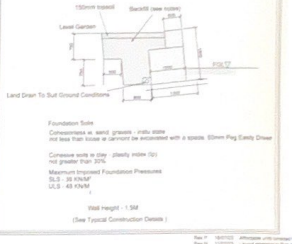
FILED PLAN
HM LAND REGISTRY
D J B
2/78

This official copy is incomplete without the preceding notes page.

Scherlule of Accommodation

4 Bedroom Semi Detached House 1010sqft The Birch	4 No
4 Bedroom Detached House 1010sqft The Pine	5 No
4 Bedroom Detached House 1008sqft The Hazel	1 No
4 Bedroom Detached House 1008sqft The Hawthorne	5 No
Total	15 No

Gabion Details



Foundation Soils
Cohesionless as sand, gravels - insitu state
not less than loose or cannot be excavated with a spade. 50mm Peg Easily Driven

Cohesive soils ie clay - plastic index (Ip)
not greater than 30%

Maximum Imposed Foundation Pressures
SLS - 30 KN/M²
ULS - 45 KN/M²

Wall Height - 1.5M
(See Typical Construction Details)

LOCATION PLAN 1:250

Key

- Car Storage Area
- Fuel Water Butt
- Proposed new open amenities
- RPC Tree - Root Protection Area
- RPC Tree - Canopy
- Existing Tree
- Potato Drier
- Bike Store (See details)
- 1.8M (tall high) lower half (solid fencing panel)
- 0.45m Post and Rail Perimeter fencing panel
- Log Retaining Wall
- Grassed area
- 600mm x 600mm Paved Path
- Shrub Planting
- Block Paving (permeable)
- Tarmac Drive/Parking Space (permeable)
- Public Footpath
- Right of Way
- Solar Panel (Position to be determined Energy Assessment)
- Electric Charging Point - Fitted to New House
- Gabion Baskets Retaining Wall
- * Affordable Housing

Rev	Date	Amendments
Rev H	18/07/23	Affordable units converted to 3Bed
Rev G	17/07/23	Layout amended to Plots 1-4
Rev M	26/06/23	Water parking added, street lighting added
Rev J	21/06/23	Gabion Baskets added
Rev E	12/06/23	Revisitation to Air assessed from plot 4
Rev D	05/06/23	Footpath Widened to 2m Wide
Rev C	02/06/23	Air Utility amended to one plot (5)
Rev O	19/04/23	Hawthorn and Beech Footprints amended
Rev F	11/04/23	PV added Plots 11-15 Supplied
Rev S	24/03/23	Gabion Details Added
Rev R	21/03/23	Plot 1 Garage Footprint amendable client comments
Rev Q	01/03/23	Public Footpath 3 Sign of Way Added
Rev N	21/02/23	New Survey Added and Root Protection Areas added
Rev K	14/02/23	Brick Type changed - openings amended to Pine House Type

NOTES

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Email - Designs@dk-designs.co.uk

Client: Yorkshire Choice Homes Limited

Westfield Lane, Wyke
SITE PLAN AND LOCATION PLAN

Scale: 1:250 1:200 @ A1		Date: Feb 23
Drawing Number: 2023-018-001	Revision: P	Drawn by: DOKKU