

THIS AGREEMENT is made the 13th day of August Two Thousand and Twenty four **BETWEEN HOLROYD HOMES (70 ACRE FARM) LIMITED** (company number 14358927) whose registered address is at The Studio, 14 Park Drive (Rear Of), Huddersfield, West Yorkshire, United Kingdom, HD1 4EB (hereinafter called "the Owner") of the first part **AND THE COUNCIL OF THE BOROUGH OF KIRKLEES** (hereinafter called "the Council") of the second part

WHEREAS

1. The Council is the local planning authority and the local highway authority for the Kirklees District within which the Site is situated and by whom the planning obligations within this Agreement are enforceable
2. The Owner is the freehold owner of the Site
3. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the Act") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
4. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to secure the future maintenance and management responsibilities of:-
 - (1) surface and foul water infrastructure within the Site until if and when the drainage infrastructure is adopted by Yorkshire Water or their appointed NAV company.
 - (2) the access roadways and parking areas within the Site
 - (3) the private water main which serves the Site
 - (4) any communal landscaped areas within the Site

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

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

“the Bridleway” means the area shaded orange on Plan B

“the Commencement of Development” means the actual date upon which the Development is begun by the carrying out of any material operation as defined by Section 56(4) of the Town and Country Planning Act 1990 other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, 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” shall be construed accordingly;

“the Development” means the development of the Site in pursuance of the Planning Permission;

“the Highway and Parking Areas” means the area shown shaded purple on Plan B

“the Highway and Parking Areas Maintenance and Management Plan” means a detailed management plan setting out measures to be undertaken to ensure the Highway and Parking Areas are properly maintained and managed

“Interest” means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time or should this rate cease to exist such other bank lending rate as the Council may reasonably nominate;

“the Landscaped Areas” means the areas shown edged green on Plan B

“the Landscaped Areas and the Bridleway Maintenance and Management Plan” means a detailed management plan setting out measures to be undertaken to ensure the Landscaped Areas and the Bridleway are properly maintained and managed

"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 Owner for the purposes of carrying out the Management Responsibilities, and: -

1. which is incorporated in England and Wales or Scotland;
2. which has its registered office in England or Scotland; and
3. whose primary objects permit it to perform the Management Responsibilities on the Site;

“Management Plans” Means the collectively the Highway and Parking Areas Maintenance and Management Plan, Landscaped Areas and the Bridleway Maintenance and Management Plan and the SuDS Maintenance and Management Plan

“Management Responsibilities” means the maintenance and management of the SuDS, the Highway and Parking Areas, the Landscaped Areas and the Bridleway

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

“Plan A” means Plan A annexed hereto and marked Plan A;

"Plan B" means Plan B annexed hereto and marked Plan B;

"Plan C" means Plan C annexed hereto and marked Plan C;

"the Planning Permission" means the planning permission to be granted under Ref No. 2023/92075 for residential development on the Site;

"the Site" means the land and buildings known as Seventy Acre Farm, Meltham Road, Honley, Holmfirth HD9 6RG edged red on the Plan A;

"SuDS" means the sustainable drainage measures to be provided by the Owner as part of the Development as shown on Plan C;

"SuDS Maintenance and Management Plan" means a detailed management plan setting out measures to be undertaken to ensure SuDS are properly maintained and managed

2. GENERAL

- 2.1 The Owner and the Council covenant with each other to observe the restrictions and perform the obligations contained in the Agreement with effect from the Commencement of Development
- 2.2 The expressions "the Council" and "the Owner" shall include their successors in title and assigns
- 2.3 No person shall be liable for breach of any covenant contained in this Agreement after he shall have parted with all 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

- 2.4 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner 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
- 2.5 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 granted (whether or not on appeal) after the date of this Agreement
- 2.6 This Agreement is a local land charge and shall be registered as such
- 2.7 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 2.8 On or before the date hereof the Owner has paid to the Council their reasonable legal fees in the approval of this Agreement receipt of which the Council hereby acknowledge
- 2.9 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment
- 2.10 The provisions of this Agreement are planning obligations made pursuant to section 106 of the Town and Country Planning Act 1990 section 111 and 120 of the Local Government Act 1972 section 2 of the Local Government Act 2000 and all other enabling powers to the intent that they shall bind the Owner and each and every part of the Site
- 2.11 This Agreement shall not be enforceable against any mortgagee or chargee from time to time unless and until they become a mortgagee or chargee in possession in which case they shall be liable as if they were a successor in title to the Owner
- 2.12 This Agreement shall not be enforceable against:

- (a) any individual owner or individual occupier of any of the dwellings to be constructed at the Site nor against their mortgagees or chargees;
- (b) utility companies (including but not limited to providers of water, gas ,electricity, telephone and data communications) or other statutory undertakers acting in their capacity as such

3. OWNER'S COVENANT

Prior to Occupation of any dwelling on the Site the Owner covenants to:

- 3.1 establish the Management Company to perform the Management Responsibilities
- 3.2 ensure the Management Company is adequately funded to perform the Management Responsibilities by way of a service charge paid by the occupiers of any dwelling on the Site
- 3.3 undertake the Management Responsibilities itself until such time as the Management Company is established, able and obliged to perform the Management Responsibilities

4 MANAGEMENT RESPONSIBILITIES

- 4.1 Prior to Commencement of the Development the Owner shall submit to the Council for approval the Management Plans
- 4.2 The Owner covenants that no part of the Development will be Commenced unless and until the Management Plans have been approved by the Council. In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of any of the Management Plans then the Owner shall submit a revised version of the plan in question to the Council, taking into account any comments that the Council has provided, for their approval. Such procedure shall be repeated as often as is necessary until the Council approve all the Management Plans
- 4.3 The Owner covenants with the Council to fully comply with the approved Management Plans from practical completion of the works the subject of the Management Plans and at all times thereafter to manage and maintain the said works provided in accordance with the details

set out in the approved Management Plans until the date that the works the subject of the Management Plans are transferred to the Management Company

- 4.4 Until such time as the works the subject of the Management Plans are transferred to the Management Company the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the approved Management Plans
- 4.5 In the event that the Council considers (acting reasonably) that the requirements of the approved Management Plans are not being complied with then the Council (without prejudice to any other powers it may take for breach of this agreement) may serve a notice on the Owner or the Management Company as the case may be requiring the Owner or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice
- 4.6 The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 4.5 above within 28 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing
- 4.7 The approved Management Plans shall only be varied or amended with the written approval of the Council
- 4.8 No part of the Site upon which the works the subject of the Management Plans are located shall be transferred or leased to any Management Company unless the identity of that Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, structure, voting rights and such other information as the Council (acting reasonably) shall require.
- 4.9 The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and e-mail address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the Management Plans

5. COUNCIL'S COVENANT

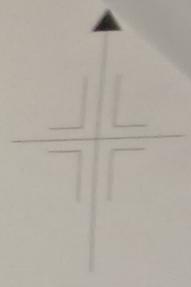
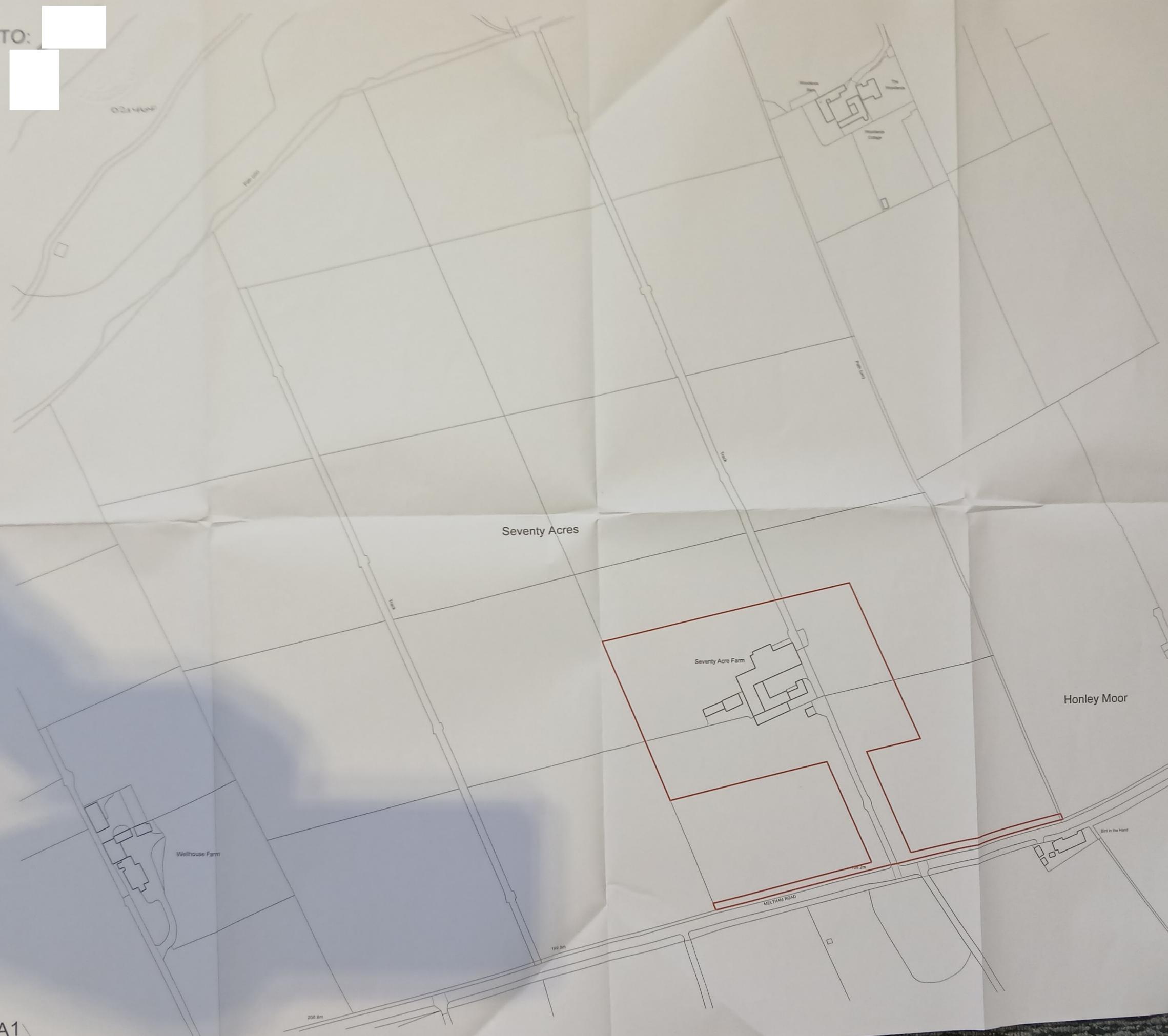
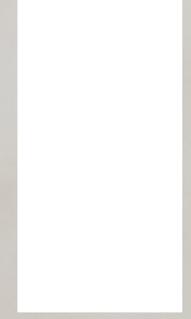
The Council covenants with the Owner that upon the reasonable written request of the Owner the Council shall provide written confirmation of the performance of the Owner's obligations contained in this Deed when the Council is satisfied that such obligations have been performed

6. PLANNING CONSENTS GRANTED PURSUANT TO S73 OF THE ACT

In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and the Planning Permission is granted (whether or not on appeal) in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall also be to the new Planning Permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act

PLAN REFERRED TO: [REDACTED]

PLAN A



Seventy Acres

Seventy Acre Farm

Wellhouse Farm

Honley Moor

MELTHAM ROAD

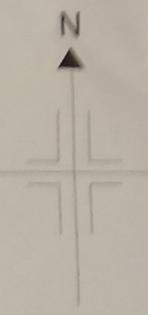
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SCALE: 1:1250 at A1

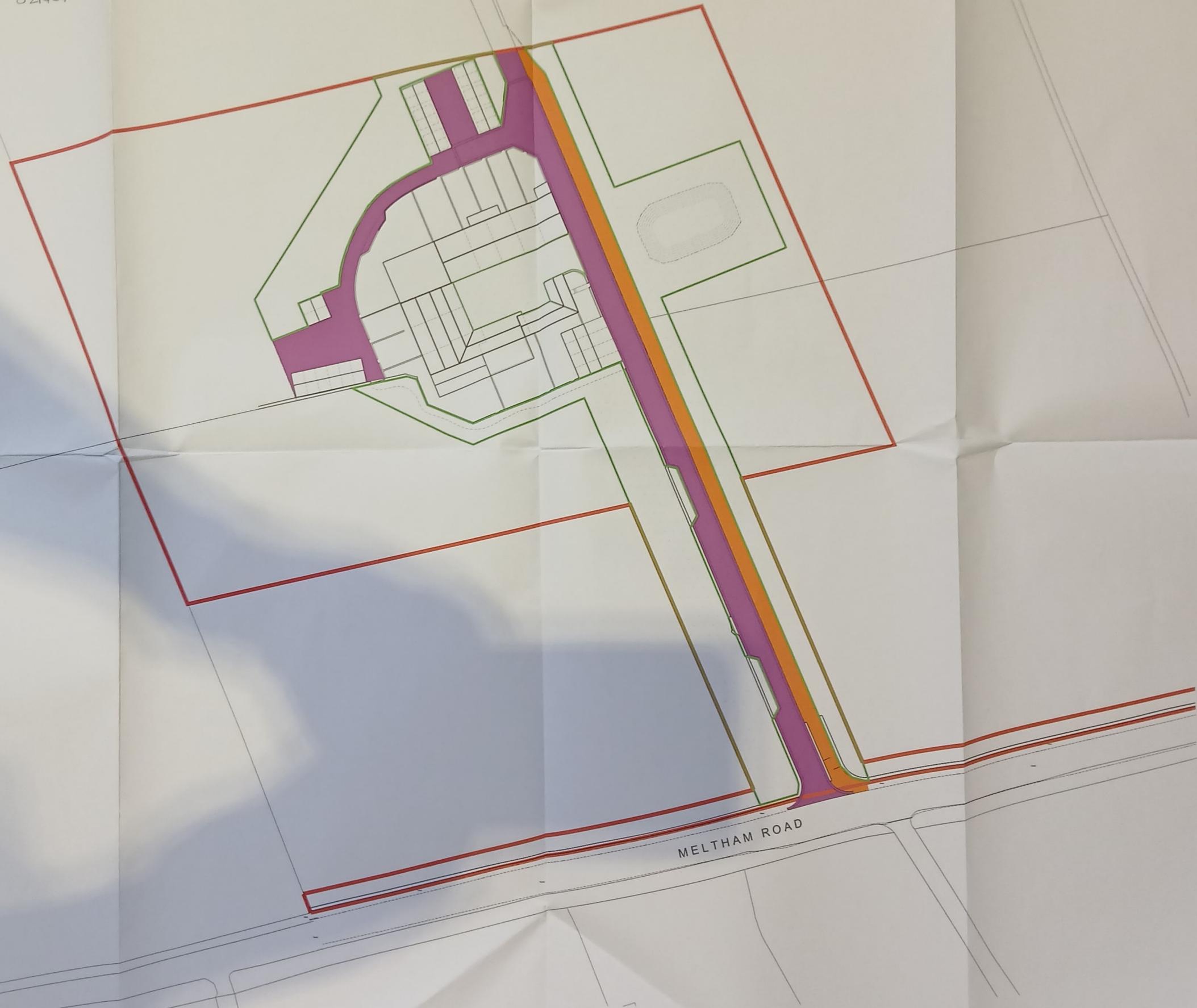
PLAN REFERRED TO

PLAN B

021464



-  Landscaped Areas
-  Highway & Parking Areas
-  Bridleway / PROW



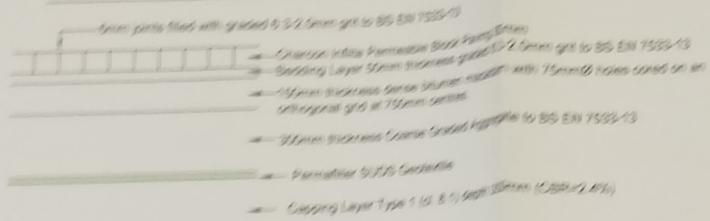
MELTHAM ROAD

REF: 22146/0704/P01
SCALE: 1:500 at A1

DATE: 02/05/24

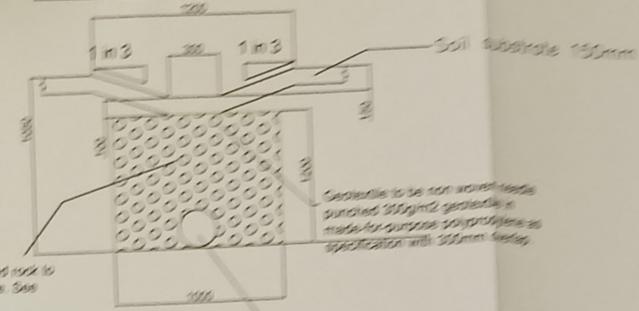
PLAN C

PERMEABLE PAVING DETAIL



Design based on weathered CBR value of 2.0%
 Type 1 permeable paving system selected using controlled surface
 Load Category A selected to allow for goods vehicles

FILTER DRAIN DETAIL



Backfill - Open graded crushed rock to BS EN 12620, 4/5 Limestone. See specification.

Fully perforated non UPVC 150mm dia pipe PE or PP laid to gradient.

NOTES

- Proposed finished area generally drainage to traditional drainage system near infiltration pond. Stone and water drain to permeable paving. Total depth = 100mm.
- Proposed finished area drainage to permeable paving. Total depth = 100mm. Permeable paving block depth 50mm.
- Proposed paved area drainage to traditional drainage system near infiltration pond. Total depth = 100mm.
- Proposed paved area drainage to filter drain. Total depth = 100mm. Filter drain 100mm deep by 100mm wide.
- Proposed infiltration pond 100mm deep with 100mm side drains. Base area = 100mm. Top area = 100mm.
- Proposed filter drain 100mm deep by 100mm wide. 40mm slope.
- Proposed road gully.
- Proposed GCSU drain.
- Probe surface water manholes.
- Probe foul water manholes.
- Package Treatment Plant used for 11 buildings.
- Proposed drainage field for existing treatment plant 1.40m x 1.20m made by 0.4m deep filter drain with 150mm diameter perforated pipe.
- See Boundary.

Site investigation undertaken by Rogers Geotechnical Services Ltd dated 18th May 2023 reference CS409 2305279. Works included three trial pits and percolation tests. TP1 & TP2 located near infiltration pond. Average percolation rate for TP1 & TP2 0.035m/hr used in pond design and permeable paving design.
 TP2 used to design package treatment plant drainage field with estimated VP of 25.4

REV	DESCRIPTION	DATE
0	For Approval	23/05/23
A	For Approval	12/06/23
B	For Approval	22/06/23
C	For Approval	30/01/24

EWE Associates Limited
 7 Waverley Close
 Burton Upon Stather
 Souththorpe
 DN15 8DT
 Tel: 07876 972270
 Email: lea.fairall@eweassociates.com

PROJECT
 Proposed Residential Development Seventy Acre Farm Meltham Road Honley

CLIENT
 Holroyd Homes (Yorkshire) Ltd

DRAWING TITLE
 Surface Water & Foul Water Drainage Strategy

SCALE	DATE	
1:250	30/01/24	
DRAWN BY	CHECKED BY	REVISION
LJF	JF	C
DRAWING No EWE/2761/01		

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

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



021464

Assistant Director: Legal, Governance and Commissioning/Authorised Signatory

EXECUTED as a Deed by
HOLROYD HOMES (70 ACRE FARM)
LIMITED

acting by _____, a Director and
_____, a Director.

.....
Director

.....
Director

DATED 13th August 2024

THE COUNCIL OF THE BOROUGH OF KIRKLEES (1)

and

HOLROYD HOMES (70 ACRE FARM) LIMITED (2)

AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990 relating to the land and buildings known as Seventy Acre Farm, Meltham Road, Honley, Holmfirth HD9 6RG

Julie Muscroft
Director –
Legal, Governance & Commissioning
Kirklees Council
Second Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND