

Dated

11 June

2024

THE COUNCIL of the BOROUGH of KIRKLEES

and

THOMAS OWEN CARE LIMITED

DEED

**Pursuant to Section 111 Local Government Act 1972 (as amended) in relation to Land at
adjacent, 36 Oxford Road, Dewsbury, WF13 4LL**

Planning Permission Ref 2023/92712

Kirklees Council

Civic Centre 1

High Street

Huddersfield

HD1 2NF

This Deed is made on

11 June

2024

Between

- (1) **THE COUNCIL of the BOROUGH of KIRKLEES** of The Town Hall, Ramsden Street, Huddersfield, West Yorkshire HD1 2TA (hereinafter referred to "the Council"); and
- (2) **THOMAS OWEN CARE LIMITED** (Company Number 02327806) of Thomas Owen House Lees House Road, Thornhill Lees, Dewsbury, WF12 9BP. (hereinafter referred to as "the Developer")

Whereas

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Land is situated and is the authority.
- (B) The Council is the owner of an estate in fee simple absolute in possession of the Land under freehold title number WYK862510
- (C) The Developer is desirous to acquire from the Council the Land.
- (D) The Developer submitted the Planning Application to the Council for permission to carry out the Development.
- (E) The Council has decided to grant planning permission for the Development subject to the completion of this Deed without which planning permission for the Development would not be granted.

This Deed is made in pursuance of Section 111 of the Act and witnesses as follows

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. The definitions and rules of interpretation shall apply as follows:-

Act	the Local Government Act 1972 (as amended)
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Development	means the erection of 40 bed care home and 12 independent supported living units (use
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	class C2) with associated works including the formation of car park and service access.,
Land	means the freehold land described in the First Schedule hereto against which this Agreement may be enforced
Plan	the plan which is annexed to this Deed.
Planning Obligation	the Unilateral Obligation in the form of that appended to the Schedule hereto to be duly executed by the Developer in favour of the Council pursuant to the terms of Section 106 of the Town and Country Planning Act 1990 (as amended).
Planning Application	the application (including plans and drawings) submitted by the Developer to the Council for permission to carry out the Development (reference: 2023/92712).
Planning Permission	the planning permission granted by the Council pursuant to the Planning Application.

2. **INTERPRETATION**

- 2.1. Reference to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations.
- 2.2. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.3. Reference to a clause or schedule shall unless the context otherwise admits be a reference to a clause or schedule of this Deed.

3. **COMMENCMENT AND LEGAL EFFECT**

The provisions hereof shall take effect on the date hereof.

- 3.1. Save as provided for by this Deed nothing in this Deed shall be treated as giving rise to any rights or to third parties under the Contracts (Rights of Third Parties) Act 1999.
- 3.2. If any provision of this Deed is held to be invalid illegal or unenforceable under any enactment or rule of law that term or provision shall to that extent be deemed not to form part of this Deed and the enforceability of the remainder of this Deed shall remain unaffected.
- 3.3. If the Planning Permission expires through operation of law or is otherwise quashed or revoked such that it may no longer be implemented this Deed shall forthwith determine and cease to have effect.
4. **COVENANTS**
 - 4.1. The Developer hereby covenants to execute the Planning Obligation in favour of the Council in the form of that appended to the Second Schedule hereto on the date that it acquires the Land from the Council.
 - 4.2. The Council hereby covenants to issue the Planning Permission as soon as reasonably practicable after the execution and completion of this Deed under Section 111 Local Government Act 1972;

First Schedule

all that land adjacent to 36 Oxford Road, Dewsbury, WF13 4LL and shown
edged red on the plan number 1 attached to this Deed and the Planning
Obligation

Second Schedule

The Planning Obligation by unilateral undertaking made pursuant to Section 106 of the Town and Country Planning Act 1990

Land adjacent to 36 Oxford Road, Dewsbury, WF13 4LL

DATED

2024

THOMAS OWEN CARE LIMITED

to

THE COUNCIL of the BOROUGH of KIRKLEES

TOWN & COUNTRY PLANNING ACT 1990

SECTION 106 (AS AMENDED)

UNILATERAL UNDERTAKING

Relating to

Planning application 2023/92712 and land adjacent, 36 Oxford Road, Dewsbury,

WF13 4LL

Kirklees Council

Civic Centre 1

High Street

Huddersfield

HD1 2NF

2024

THOMAS OWEN CARE LIMITED (company number 02327806) of Thomas Owen House Lees House Road, Thornhill Lees, Dewsbury, WF12 9BP (hereinafter called the “Owner”)

THE COUNCIL of the BOROUGH of KIRKLEES of The Town Hall, Ramsden Street,
Huddersfield, West Yorkshire HD1 2TA (hereinafter called the “Council”)

- 1.1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and is the Local Planning Authority by whom the obligations contained in this Unilateral Undertaking are enforceable.
- 1.2. The Owner is the freehold owner of the Site registered at the Land Registry under part of title number WYK862510.
- 1.3. The Owner made the Planning Application for permission to develop the Site under reference 2023/92712 in the manner and for the use set out in the Plans, specifications and particulars deposited with the Council and forming part of that Application.
- 1.4. The Owner has agreed to enter into this Deed with the intent of binding the Site which shall be subject to the covenants and obligations entered into by them with such covenants and obligations creating planning obligations on the Site.

2.1. In this Undertaking the following expressions shall have the following meanings:-

means the Town & Country Planning Act
1990 (as amended)

“Development”	means the Development described in the Planning Application and to be carried out pursuant to the Planning Permission
“Implementation”	means the implementation of the Planning Permission by the carrying out of material operation within the meaning of Section 56(4) of the Act other than 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 and advertisements and “implement” and “implemented” and cognate expressions will be interpreted in accordance with this definition.“
Index”	means 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 that price index ceases to exist such index as the Council reasonably nominates.
“Index-Linked”	means such increases to any Contribution secured by this Agreement on an annual basis from the date hereof to the date of payment of the Contribution based upon changes to the Index between those dates

as shall be notified by the Council to the Owner.

"Interest Rate"

means interest at 4 (four) per cent above the base lending rate of the Bank of England from time to time;

"Mortgagee"

means an established corporate body within the finance industry regulated by the Prudential Regulation Authority the Financial Conduct Authority or similar and acting as a bona fide lender.

"Occupation"

means occupation for the purposes of 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 and "**Occupy**", "**Occupied**" and "**Occupier**" shall be construed accordingly.

"Off Site BNG Contribution"

means the sum of £29,670 (twenty nine thousand six hundred and seventy pounds) Index Linked to be paid to the Council and applied towards the provision of off-site biodiversity units as defined by the Natural England Biodiversity Metric Calculator Version 3.1.

"Off Site Public Open Space"

means the sum of £29,579 (twenty nine thousand five hundred and seventy nine pounds) Index Linked to be paid to the

Council and applied towards the provision or improvement of off-site Public Open Space

Contribution”

“On Site BNG Works”

means the works described in the Brooks Ecology Biodiversity Enhancement and Management Plan dated 09/02/2024 (‘BEMP’) annexed to this Undertaking together with any variation as may be agreed with the Council.

“On Site OS”

means the open space to be provided on the Site in relation to the Development in accordance with the On Site OS Area Plans.

“On Site OS Area Plans”

means plan reference 41004-FCA-01-00-DR-A/0716/PO1 titled ‘ Open Space Plan’ and plan drawing number 711.03 titled , ‘ Soft Landscape Proposals’ both annexed to this Undertaking or such other plans or drawings as may be agreed with the Council

“Planning Application”

means the Planning Application submitted to the Council and allocated reference 2023/92712 for erection of 40 bed care home and 12 independent supported living units (use class C2) with associated works including the formation of car park and service access.

“Planning Permission”

means the Planning Permission which may be granted pursuant to the Planning

Application and any subsequent planning permission which may be granted by the Council in relation to the Development pursuant to Section 73 of the Act.

“Site”

means the land adjacent to 36 Oxford Road, Dewsbury, WF13 4LL against which this Undertaking may be enforced and as shown edged red on the plan number 1 attached to this Undertaking.

3. Construction of this Undertaking

- 3.1. Where in this Undertaking reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) or reference to a clause, paragraph or schedule or recital in this Unilateral Undertaking.
- 3.2. Words in this Undertaking purport in the singular meaning shall where the context so admits mean the plural meaning and vice versa.
- 3.3. Words in this Undertaking of the masculine gender shall include the feminine and neutral genders and vice versa and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 3.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation or their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 3.5. Any reference to a statute, enactment, order, regulation or other similar instrument shall include any modification, extension or re-enactment

thereof for the time being in force and shall include all instruments, orders, plans, regulations, permission and erections for the time being made, issued or given or deriving validity from it.

3.6. References to any party in this undertaking shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council, the successors to their respective statutory functions.

3.7. Where in this undertaking reference is made to a clause, schedule or plan, such reference (unless the context otherwise requires) is a reference to a clause or schedule or in the case of a plan attached to this undertaking.

4. Legal Basis and Conditionality

4.1. This Undertaking is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling acts and binds the Owners' interest in the site and is enforceable by the Council against the Owner and any future owner of the Site or any part thereof.

4.2. This Undertaking is made and creates planning obligations under Section 106 of the Act and to the extent that the covenants, restrictions and requirements in this Agreement are not made under Section 106 of the Act, they are made under Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling.

4.3. The Undertaking is conditional upon the grant and Implementation of the Planning Permission.

5. The Owner's Covenants

5.1. The provisions of Schedule 1 shall apply from the date ascertained pursuant to Clause 4.3 above and the Owner shall comply with their obligations therein contained.

6. Miscellaneous

6.1. With respect to the Contracts (Rights to Third Parties) Act 1999 this Undertaking shall not be enforceable by any person who is not a party to

this Undertaking or a successor in title to a party to this Undertaking acting in that capacity.

- 6.2. This Undertaking is a Local Land Charge and shall be registerable as such by the Council.
- 6.3. Insofar as any clause or clauses in this Undertaking are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity or illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 6.4. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed or revoked (other than in accordance with this Undertaking) or otherwise withdrawn (without the consent of the Owner) it is modified by a statutory procedure or expires prior to the commencement of the development. No person shall be liable for breach of any other planning obligations or other provisions of this Undertaking after it shall have parted with its interest in the Site or in the part in respect of which breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest.
- 6.5. Nothing in this Undertaking prohibits or limits the rights to develop any part of the Site in accordance with a planning permission granted after the date of this Undertaking (other than the Planning Permission that is the subject of this Undertaking)
- 6.6. If the Owner does not make a payment of any money due under this Undertaking on the due date the Owner will pay interest on the money concerned to the Council at the Interest Rate from the due date until the date of actual receipt by the Council provided that this clause shall not prejudice any other right or remedy of the Council for the recovery of any money due.

7. Jurisdiction

- 7.1. This Undertaking is governed by and interpreted in accordance with the Laws of England.

8. Delivery

8.1. The provisions of this Undertaking shall be of no effect until this Deed has been dated and planning permission has been granted.

Mortgagees

9.1. A Mortgagee with a charge over the Site created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

SCHEDULE 1
OWNERS OBLIGATIONS

1. The Owner Covenants with the Council as follows –

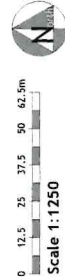
- 1.1 Prior to Occupation of the Development to pay to the Council the Off Site BNG Contribution and not to cause or permit the Occupation of the Development until the Off Site BNG Contribution has been paid to the Council.
- 1.2 Prior to Occupation of the Development to pay to the Council the Off Site Public Open Space Contribution. and not to cause or permit the Occupation of the Development until the Off Site BNG Contribution has been paid to the Council
- 1.3 To implement the On Site BNG Works during the first planting season following first Occupation of the Development and to maintain the On Site BNG Works for a period of 30 years following their implementation or the lifetime of the development whichever is sooner in accordance with the BEMP.
- 1.4 To provide On Site OS in accordance with the details shown on the On Site OS Areas Plans for recreational use within the first planting season following first Occupation of the Development or within such other timescale as may be agreed with the Council in writing and not to close this area save for 1 (one) day in each calendar year to avoid public rights save any temporary closure in the event of emergency, any closure required in the interests of safety, peace, prudent building management or security or the

temporary closure for the purposes of carrying out maintenance, repair, cleansing or renewal.

Annexes

1. Site Plan
2. BEMP
3. On Site OS Area Plans

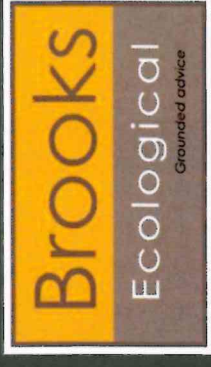
FARRELL & CLARK LLP ©			
Do not scale from this drawing			
Rev	Description	Date	By
R01	Issued for Planning	10/08/23	ED



Scale 1:1250

Farrell & Clark Architects	
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www.farrellandclark.co.uk	
Status: PLANNING	A3
Client: Thomas Owen Care	
Project: Fredrick Finlay Oxford Road, Dewsbury	
Title: Site Location Plan	
Drawn: AMN	Date: August 2023
Check: NC	Scale: 1 : 500
Drawn by: Thomas Owen Care	Rev: P01

Existing Site Location Plan
1 : 500



Biodiversity Enhancement Management Plan (BEMP)

**Land adjacent, 36 Oxford Road,
Dewsbury**

Report Ref. ER-6262-04

Report Reference:	Biodiversity Enhancement Management Plan Land adjacent, 36 Oxford Road, Dewsbury
Report Reference:	ER-6262-04
Written by:	Christopher Shaw BSc (Hons) MCIEM Principal Ecologist
Technical Review:	Sam Kitching BSc (Hons) MCIEM Principal Ecologist
Quality Assurance:	Charlie Foreman BSc (Hons) Assistant Ecologist
Date:	09/02/2024

The information which we have prepared and provided is true and has been prepared and provided in accordance with the CIEEM's Code of Professional Conduct. We confirm that the opinions expressed are our true and professional bona fide opinions. This report does not constitute legal advice.

Introduction

This Site has been subject to baseline studies which have fed into the design process, providing an opportunity for the project to engage with the 'mitigation hierarchy'.

This plan seeks to address a draft planning Condition of Planning Application 2023/92712; the exact wording of which is shown in the text box below.

No development shall commence until a Biodiversity Enhancement and Management Plan (BEMP). The plan shall demonstrate how a minimum of 2.74 habitat units and 1.80 hedgerow units are to be achieved post-development and include details of the following:

- Description and evaluation of features to be managed and enhanced;
- Extent and location/area of proposed enhancement works on appropriate scale maps and plans;
- Ecological trends and constraints on site that might influence management;
- Aims and Objectives of management;
- Appropriate management Actions for achieving Aims and Objectives;
- An annual work programme (to cover an initial 5 year period capable of being rolled forward over a period of 30 years);
- Details of the management body or organisation responsible for implementation of the BEMP;
- Ongoing monitoring programme and remedial measures; and
- The BEMP will be reviewed and updated every 5 years and implemented for a minimum of 30 years.

The BEMP shall include details of the legal and funding mechanisms by which the long-term implementation of the BEMP will be secured by the developer with the management body responsible for its delivery. The BEMP shall also set out (where the results from the monitoring show that the Aims and Objectives of the BEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved BEMP. The approved BEMP will be implemented in accordance with the approved details.

Reason: In order to ensure the development provides ecological enhancement and creation measures sufficient to provide a biodiversity net gain in accordance with Policy LP30 of the Kirklees Local Plan and the National Planning Policy Framework. This pre-commencement condition is necessary to ensure details relating to the required biodiversity net gain are devised

The Plan is produced in accordance with Chapter 11 of British Standard 42020. 'Biodiversity Management Plans' (BMPs) are reports which set out how wildlife interests will be enhanced, restored and maintained, a term is referenced in BS42020 Clause D.4.5.

Documents referenced

In producing this plan the following sources have been referred to:

- Ecological Impact Assessment, Ref. ER-6262-02 (Sept. 2023). Brooks Ecological.
- Soft Landscape Proposals, dwg. 7113.03 (Sept. 2023). Farrell & Clark Architects.

Aims

The aim of this plan is to maximise delivery of the wildlife potential and of habitats on site, creating areas of semi-natural vegetation which will provide a greater benefit to urban wildlife than standard amenity/ornamental planting otherwise would.

Delivering the Plan

The Developer is responsible for the creation and establishment works for a five-year period.

The Developer will appoint a company working under the direction of an Ecological Clerk of Works (ECoW) to oversee the delivery of this plan.

The ECoW would be a qualified Ecologist and member of the Chartered Institute of Ecology and Environmental Management, or be otherwise approved by the LPA.

Following the construction phase this plan will be the responsibility of a Site Management Company whence it will be implemented for a minimum period of 30 years.

The Plan will be reviewed and updated every 5 years and implemented for perpetuity.

For each of the first 5 years of the Plan, a progress report will be sent to the LPA, within 3 months of each year being completed, by an appropriately qualified ecological consultant reporting on progress of the Annual Work Programme and confirmation of required Actions for the next 12 month period.

Figure 1. Location Plan



Figure 2. Site Layout



Biodiversity Metric Assessment

Objectives

The following Plan details the management objectives relevant to each habitat or ecological feature as appropriate. These include management options and monitoring to ensure features achieve their target objectives and habitat conditions over the course of the management period.

The final layout has been assessed under the Defra Metric 3.1 for Biodiversity Net Gain showing the proposed development can deliver 2.74 Habitat Units and 1.80 Hedgerow Units.

An overall work schedule is provided to summarise annual works, monitoring and reporting to the LPA.

Proposed habitats

Habitats present on-site post-development have been based on the Soft Landscape Plan prepared by Farrell & Clark Architects. Planting types have been assigned a UK Habitat Classification description that best fits the target habitat. Habitats assigned are shown in the figure opposite.

Condition assessment

The condition assessment for each proposed habitat is based on what is realistic and achievable for the Site, based on the Landscape Masterplan.

Habitats Not Covered by this Plan

The bulk of the Site will be developed for residential use. This area is mapped as Developed land; sealed surface, Vegetated garden, Introduced shrub, urban trees and Ornamental Hedgerows.

Developed land will include all buildings and hard surfaces, including the new roads, footpaths, off-street parking, houses/flats, garages, and sheds. These areas do not generate any post-development score under the DEFRA Metric.

Vegetated gardens, Introduced shrub and Ornamental hedgerows will be planted up to the developer's custom style, but is likely to be a combination of Amenity Grass and Ornamental Shrubs. These habitat types are default set to Low distinctiveness and Poor Condition, and as such do not require any specific management over and above standard landscape prescriptions.

Existing lines of trees will be retained in its current habitat type and condition.

Habitats Covered by this Plan

Habitats where the type or condition score need to be managed in a specific way will be covered this plan. These areas include the following habitats:

- Other neutral grassland
- Modified grassland
- Mixed scrub.



Grassland (Creation)

Rationale Creating functional yet flower-rich amenity type grassland to attract invertebrates and pollinators. Not intended to replicate priority grassland habitat type.

Objectives

Two grassland types will be created, depending on the levels of recreation pressure expected and management prescriptions.

Habitat Type 1: Modified Grassland, in Moderate condition.

Habitat Type 2: Other Neutral Grassland, in Poor condition.

Specification

Habitat creation methods will be the same for all grassland types.

Preparation

No more than 5cm of topsoil will be spread over the subsoil profile. This will be loose tipped and spread with back actor to avoid compaction, and harrowed to a fine tilth ready for seeding.

Seeding

The following seed mixes will be sown

- Emorsgate EL1 Flowering Lawn Mix
- Emorsgate EM2 General Meadow Mix

Seed according to supplier's instructions.

If soils have been spread before September, any weed growth that has established in the meantime will be sprayed off with glyphosate and a seedbed be re-prepared.

Seed will either be broadcast by hand or by approved lightweight machinery at ca. 40kg/Ha.

Following seeding the area will be lightly rolled to incorporate the seed with the growing substrate.



Flowering Lawn (Management)

Management

Management will target the condition assessment criteria outlined in the table below, which is taken from the Defra 3.1 Condition Assessment sheets.

Condition Assessment Criteria	Targeted?
1 There must be 6-8 species per m ² . If a grassland has 9 or more species per m ² it should be classified as a medium distinctiveness grassland habitat type. NB - this criterion is essential for achieving moderate condition.	Yes
2 Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating micro-climates which provide opportunities for insects, birds and small mammals to live and breed.	No
3 Some scattered scrub (including bramble) may be present, but scrub accounts for less than 20% of total grassland area. Note - patches of shrubs with continuous (more than 90%) cover should be classified as the relevant scrub habitat type.	Yes
4 Physical damage is evident in less than 5% of total grassland area. Examples of physical damage include excessive poaching, damage from machinery use or storage, erosion caused by high levels of access, or any other damaging management activities.	No
5 Cover of bare ground is between 1% and 10%, including localised areas (for example, a concentration of rabbit warrens).	Yes
6 Cover of bracken less than 20%.	Yes
7 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981).	Yes

Year 1

Five cuts, collect arisings and remove from Site.

Use a weed wipe three times in year 1 to kill off weeds—spear thistle, creeping thistle, broad-leaved dock, clustered dock, wood dock, curled dock, nettle, ragwort, and others according to ECoW recommendations. Operatives must be proven competent in identifying.

Years 2 onwards

Cut once per month during the growing season. Leave for 5 weeks in June.

Arisings may be left to rot *in situ* unless condition is deteriorating.

Monitoring

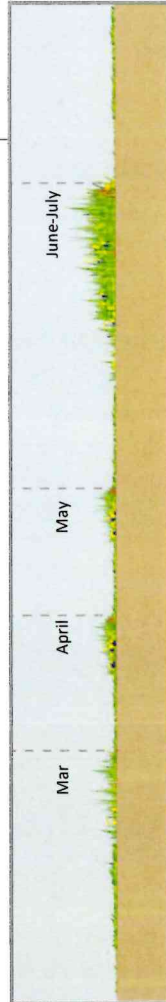
ECoW to conduct monitoring visit in years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30, to record relative cover values according to Condition Assessment Criteria targets.

Output ECoW report, years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30.

Remedial action options

- Cut hard, scarify and reseed (in autumn) any areas that are failing to support a minimum of 6 species of higher plant per m². ECoW to advise and direct.

Grassland growth and mowing regime—Year 2 onwards.



Wildflower Meadow (Management)

Management

Management will target the condition assessment criteria outlined in the table below, which is taken from the Defra 3.1 Condition Assessment sheets.

Condition Assessment Criteria	Targeted?
1 The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. NB - This criterion is essential for achieving moderate condition for non-acid grassland types only.	No
2 Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	No
3 Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes
4 Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%.	Yes
5 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal condition1 and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Yes
6 There are greater than 9 species per metre squared. NB - This criterion is essential for achieving good condition (non-acid grassland types only).	Yes

Year 1 Five cuts, collect arisings and remove from Site.

Use a weed wipe three times in year 1 to kill off weeds—spear thistle, creeping thistle, broad-leaved dock, clustered dock, wood dock, curled dock, nettle, ragwort, and others according to ECoW recommendations. Operatives must be proven competent in identifying.

Years 2 onwards Two cuts, once in August and again in October. Collect and remove arisings.

Continue to spot-treat competitive weed species each year until under control according to ECoW.

Monitoring

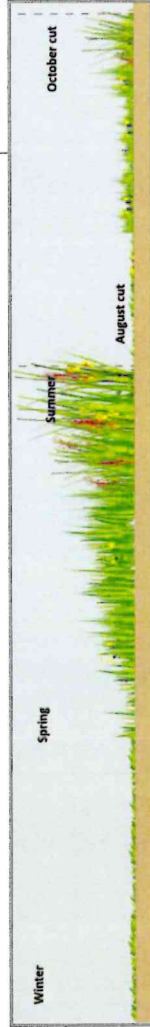
ECoW to conduct monitoring visit in years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30, to record relative cover values according to Condition Assessment Criteria targets.

Output ECoW report, years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30.

Remedial action options

- Increase weed control if undesirable species establish.
- Soil scrape to reduce nutrients.
- Re-seed and replant locally.
- Monitor for INNS

Grassland growth and mowing regime—Year 2 onwards.



Mixed scrub (Creation)

Objectives

To enhance existing Mixed Scrub habitat through management, causing an uplift in condition score from Poor to Good.

Specification

Soil Retained and protected.

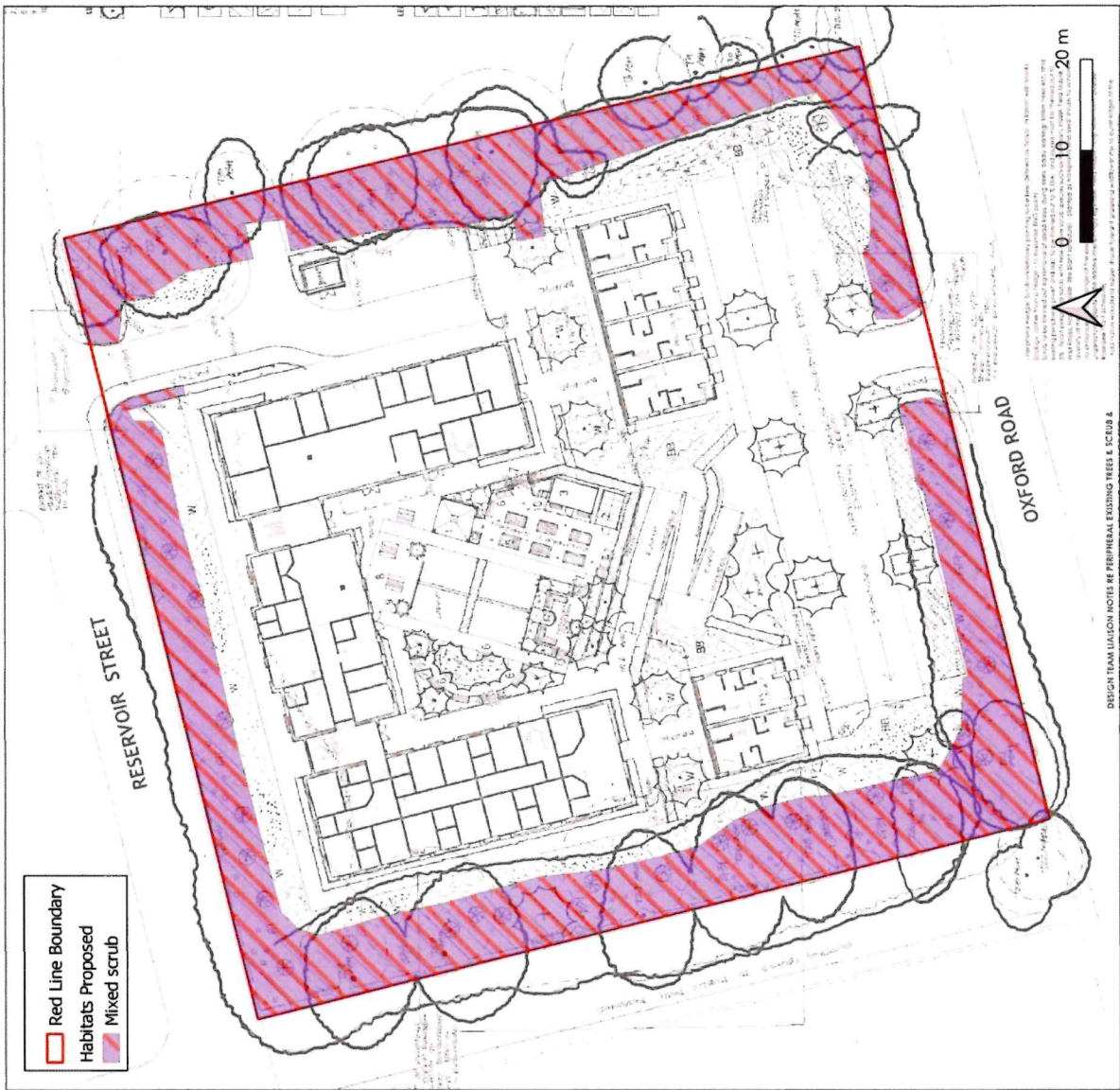
Weeds Treat weeds in new tree and shrub planting stations.

Seeding Emorsgate EW1 Woodland Mixture

Planting Existing scrub will be thinned by 50%, removing non-native species completely and coppicing native species to ground level.

New planting will then take place, using species from schedule NS1 below.

NS1					
Scientific name	English name	%	Stock	Groupings	Centres and style
Corylus avellana	Hazel	30	1+1 BR	groups 7-13	2m to 4m naturalistic
Cornus sanguinea	Dog wood	30	1+1 BR	groups 3-5	2m to 4m naturalistic
Ilex aquifolium	Holly	20	1ltr Pot	Scattered individuals	2m to 4m naturalistic
Sorbus aucuparia	Rowan	10	1+1 BR	groups 5-9	2m to 4m naturalistic
Lonicera periclymenum	Honeysuckle	10	1+1 BR	groups 3-5	2m to 4m naturalistic



Mixed scrub (Management)

Management

Management will target the condition assessment criteria outlined in the table below, which is taken from the Defra 3.1 Condition Assessment sheets.

Condition Assessment Criteria	Targeted?
1 Habitat is representative of UKHab description (where in its natural range). There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be up to 100% cover).	Yes
2 There is a good age range – all of the following are present: seedlings, young shrubs and mature shrubs.	Yes
3 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and species indicative of sub-optimal condition make up less than 5% of ground cover.	Yes
4 The scrub has a well-developed edge with scattered scrub and tall grassland and/or herbs present between the scrub and adjacent habitat(s).	Yes
5 There are clearings, glades or rides present within the scrub, providing sheltered edges.	Yes

Years 1-2

Keep a 0.5m diameter area weed-free with herbicide.
Check shelters are fitted properly, stakes are firm and ties in place.
Hand weed weeds in tree shelters if present.
Replace failures next growing season.
Monitor for competitive weed growth away from planting stations.

Years 3-5

Monitor for competitive weed growth away from planting stations.
Weed wipe as required to keep cover to less than 10%.
Remove tree guards before year 5.

Year 10 - 30

Thin by 20% (if required) to reduce any species becoming dominant. Must be ECoW directed.
Leave all felled timber *in situ* to rot down.
Selectively re-seed (where required) with 1kg of native woodland seeds at ECoW discretion in locations with suitable soil and light conditions (10-40% ambient daylight in summer).

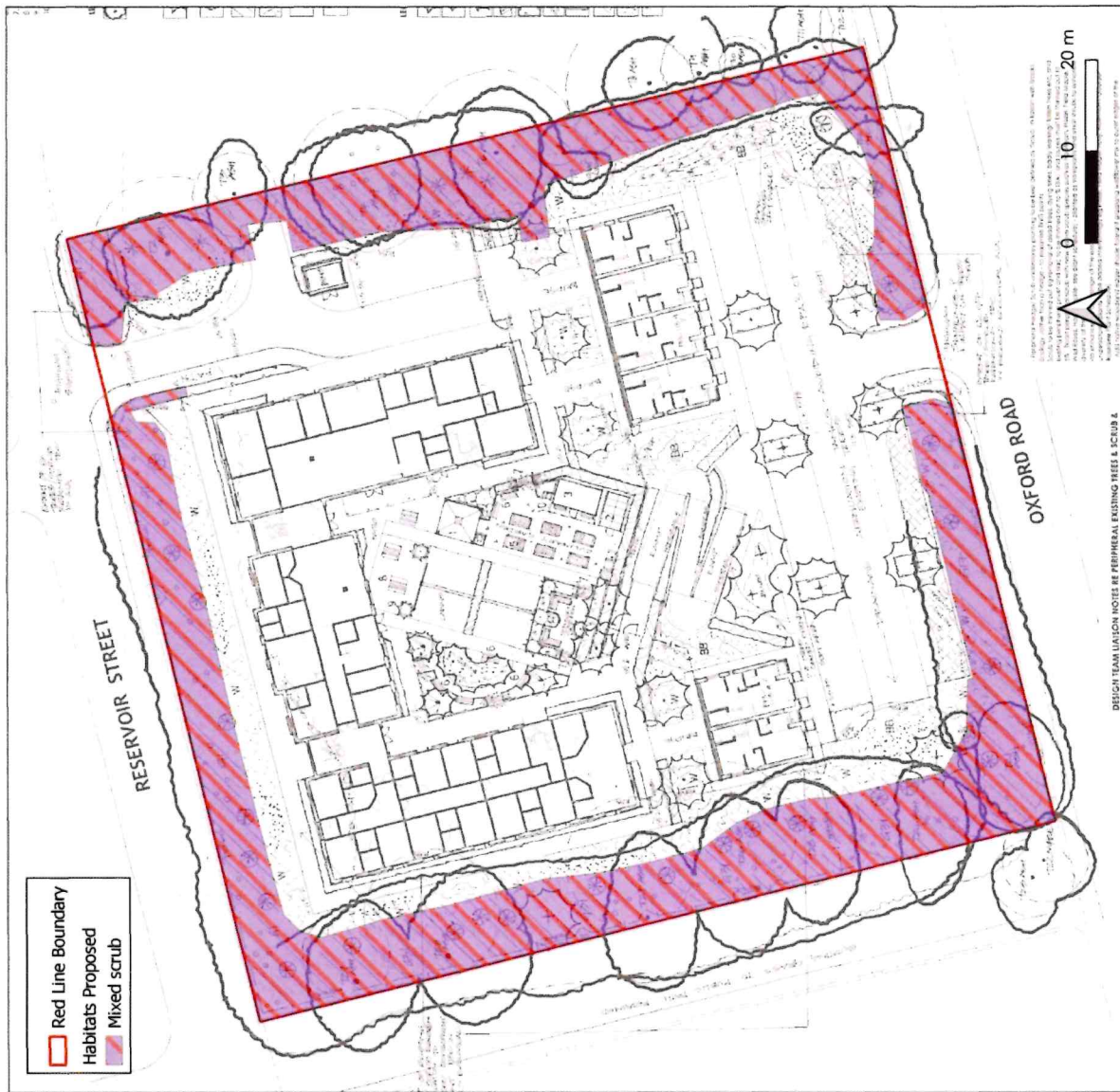
Monitoring

ECoW to conduct monitoring visits in years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30 to check trajectory to Good condition.

Output ECoW report, years 1, 2, 3, 4, 5, 10, 15, 20, 25 and 30

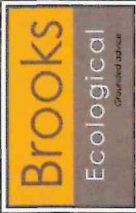
Remedial action options

- Increase weed control if undesirable species establish.
- Re-seed and replant locally.
- Increased thinning of canopy species.



Nesting Boxes for Birds

Rationale Ready made nesting boxes will be incorporated into building walls to provide shelter and breeding sites for declining birds such as swifts. Since swifts are colony species they are best installed in groups of three high under eaves in the suggested locations shown right.



Swift bricks

Specification

Manthorpe Swift Brick

Or equivalent approved by the Ecological Clerk of Works

No.

12

Notes

Installed in groups of three. One marker on main plan = 3 boxes.

Built directly into the fabric of new walls.

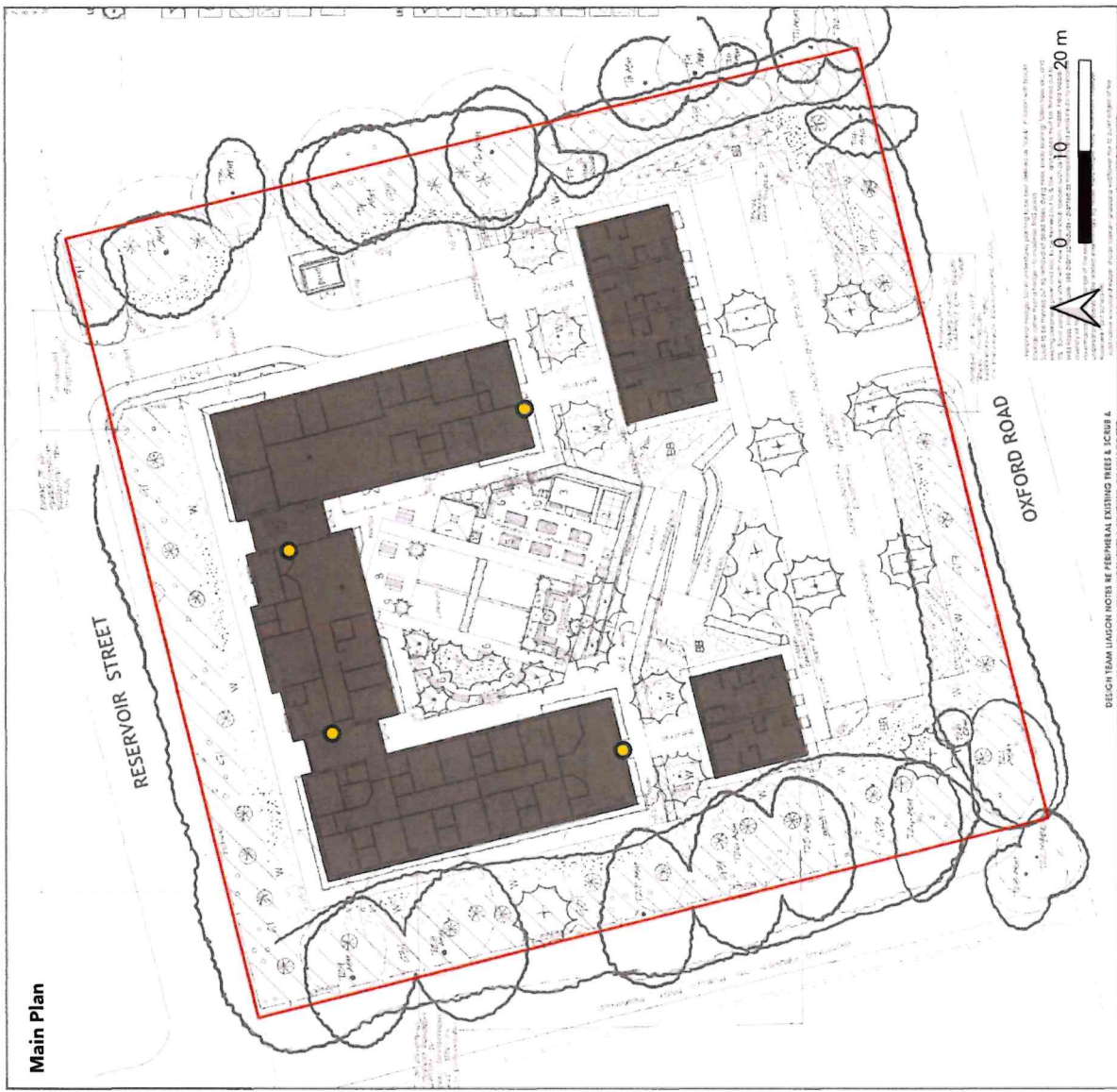
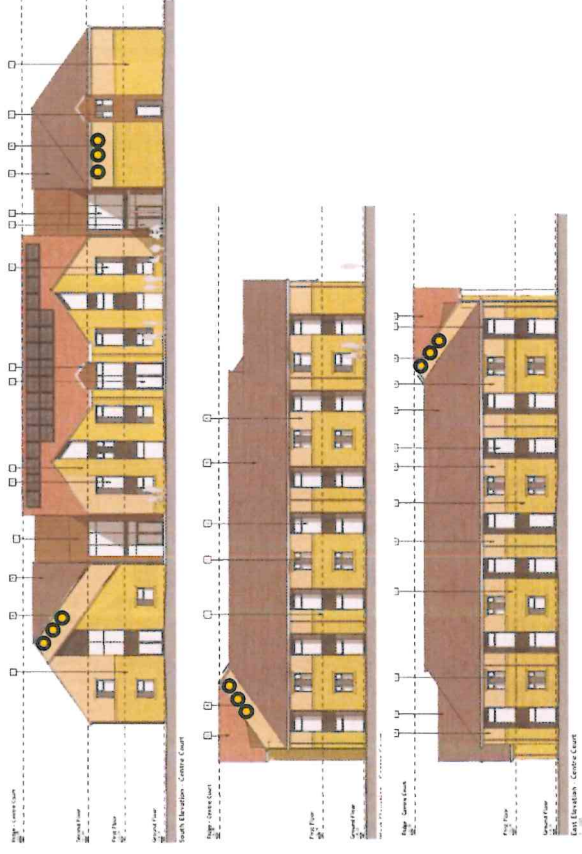
Installed as high up on building as possible, ideally directly below the verges of gables or eaves.

Boxes will not be positioned above windows, to prevent potential conflict with new homeowners.

Boxes will be positioned so that entrance holes have clear flight lines.

When erected?

During construction of building



DESIGN TEAM: LIAISON NOTES BY TECHNICAL EXISTING TREES & CLIMAT A

Roosting Boxes for Bats

Rationale Ready made roosting boxes will be incorporated into building walls to provide shelter and breeding sites for declining bats.

Integrated Bat boxes

Specification	No.	Map Ref.
Vivara Pro Build-in WoodStone Bat Box	3	Blue circle

Or equivalent approved by an Ecologist



Notes

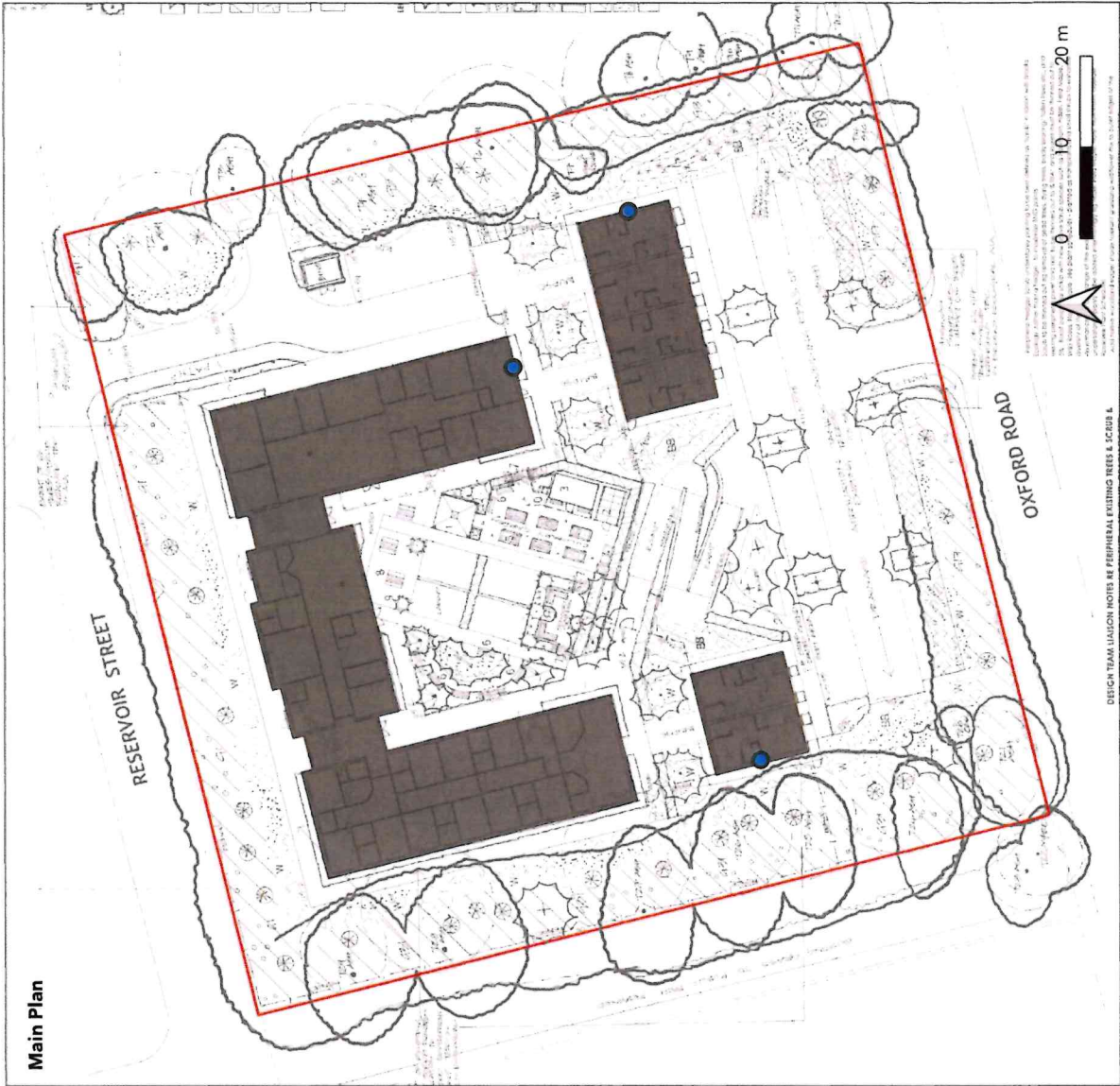
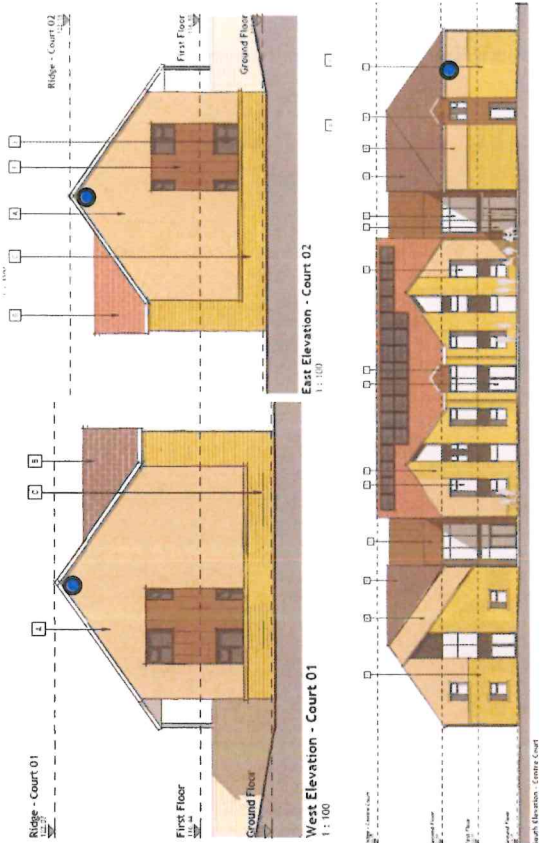
Sited as high as possible, ideally directly under the eaves or verges, with good access to unit vegetated tree cover / gardens.

Where possible, southern elevations have been selected.

Boxes will not be installed directly above windows.

Front evaluations, and those fronting onto roads have been avoided, in order to reduce light spill onto boxes.

When erected? During construction.



Hedgehog Highway

Rationale

Hedgehogs have seen significant declines over the last few decades, with one of the major factors being loss of habitat.

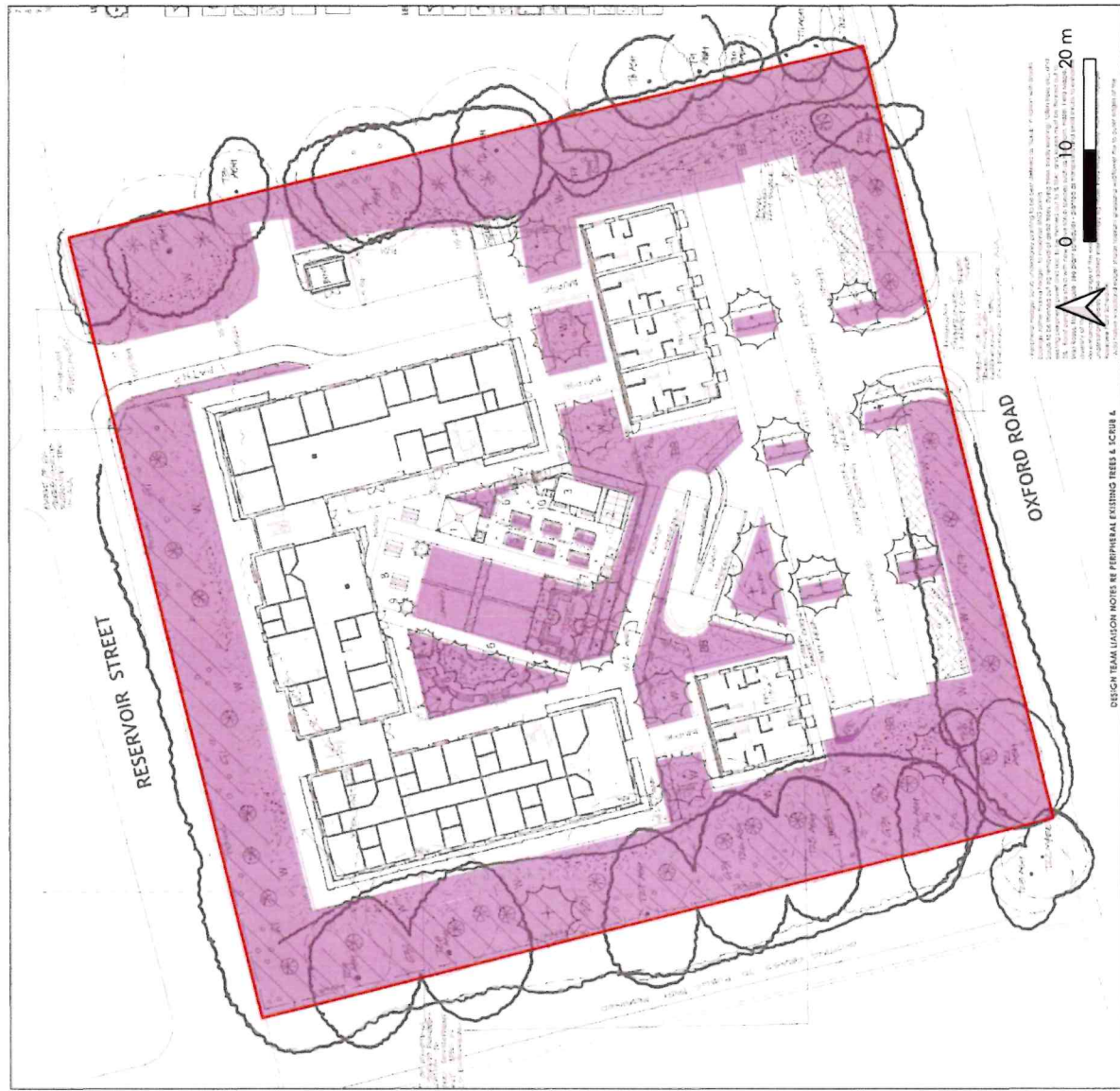
New urban greenspaces provide good habitat for hedgehogs and, whereas previously these were accessible to this species by virtue of hedgerow planting, a shift in industry practice to hard borders (fences and walls) has inadvertently excluded hedgehog from this extensive foraging resource. Simply providing a means of access into and between these new gardens and POS can very easily and cheaply increase the amount of habitat available to hedgehog, as shown in the figure opposite.

Specification

At least one hedgehog access hole (measuring at least 13cm x 13cm) will be installed in each new garden and boundary fence line, allowing vegetated greenspaces (marked purple in the figure opposite) to remain connected.

This will be done by contractors during the fence's installation. These will be either purpose-made panels such as those supplied by Jackson Fencing, or be cut into standard fences by contractors during installation. Where concrete gravel boards are used, either purpose-built ramps to access holes in the fence panels or underpasses beneath the boards will be made.

All holes will be labelled 'Hedgehog Highway' (see photos below) so homeowners know why they are there. This will reduce the risk of holes being sealed.



Timeline

Task	ECoW to direct	ECoW to carry out	Year 1	Year 2	Year 3	Year 4	Year 5	10	15	20	25	30
Seeding and planting of new grassland areas			September–November	September–November								
Scrub planting			November–February	November–February								
Manage wildflower grassland (mowing)	Yes (in year 1-2)			April–Sept	April–Sept	April–Sept	April–Sept	April–Sept	April–Sept	April–Sept	April–Sept	April–Sept
Manage scrub				January/February	January/February	January/February	January/February	January/February	January/February	January/February	January/February	January/February
Install bird and bat boxes (Buildings)			Prior to first occupation									
Install hedgehog access			As built	As built								
ECoW verification faunal boxes		Yes	As built	As built								
ECoW Monitoring		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
			Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November	Report to LPA on 1st November

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Rev	Description	Date	By
001	Issued for planning	15/01/24	AMN

- Open Space Typologies**
- Parks & Recreation Grounds = 0m²
(1011m² required)
 - Natural/Semi-Natural Greenspace = 3125m²
(2527m² required)
 - Amenity Greenspace = 1245m²
(758m² required)
 - Allotments = 190m²
(260m² required)
 - Children's Play Areas = 0m²
(Not required)
 - Outdoor Sports = 0m²
(Not required)
 - Additional Greenspace = 481m²
(Not required)

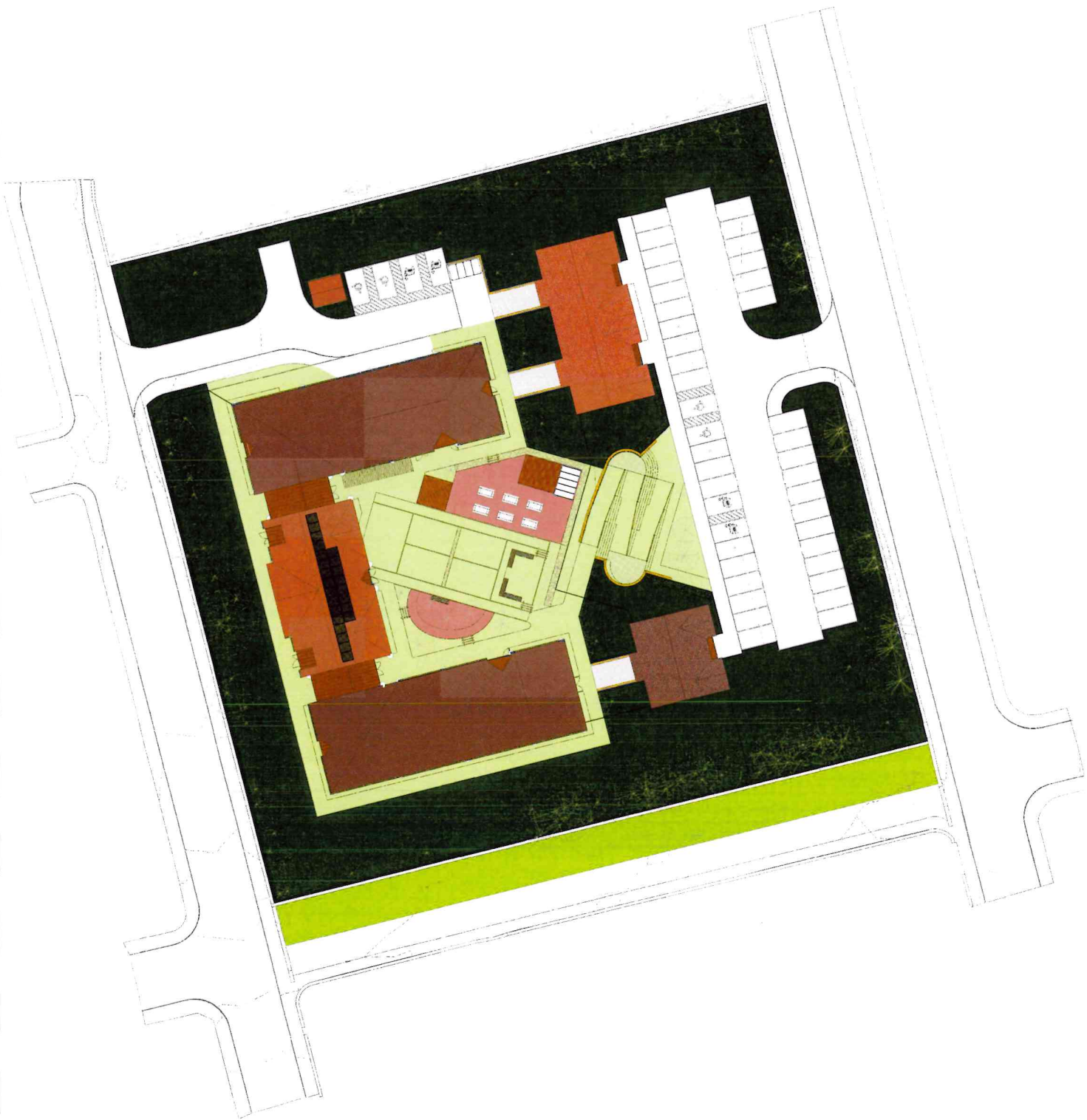


0 2.5 5 7.5 10 12.5m
Scale 1:250

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Status:	PLANNING	A3
Client:	Thomas Owen Care	
Project:	Fredrick Finlay Oxford Road, Dewsbury	
Title:	Open Space Plan	
Drawn:	AMN	Date: Nov. 2023
Check:	NC	Scale: 1 : 250
Information Name:	410004-FC4-01-00-06-A	Rev: 0716
		P01



IN WITNESS WHEREOF the Owner has executed this Undertaking the day and year first before written

EXECUTED AS A DEED by the said Director
THOMAS OWEN CARE LIMITED
acting by Kevin Martin a director
in the presence of

Witness Name
Address.....
.....
.....

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 the said
THOMAS OWEN CARE LIMITED
acting by Kevin Martin a director
in the presence of

Director

Witness Name
Address.