Dated 4 July **2025**

WINDY RIDGE RECYCLING LIMITED

and

CARTWORTH QUARRIES LIMITED

and

FINANCIAL FUNDING LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

DEED

Under Section 106 of the Town & Country Planning Act 1990
relating to land at Windy Ridge Quarry, Cartworth Moor Road, Cartworth Moor, Holmfirth, HD9 2RL

Application Number 2023/93449
Legal Reference Number 02639652

Contents

Clause **Page**

1. INTERPRETATION 2
2. CONSTRUCTION OF THIS DEED 6
3. LEGAL BASIS 6
4. CONDITIONALITY 7
5. THE OWNER'S COVENANTS 7
6. THE COUNCIL'S COVENANTS 7
7. MISCELLANEOUS 7
8. DISPUTES 9
9. NON-FETTER & WAIVER 10
10. COSTS 10
11. JURISDICTION 10
12. DELIVERY 11

Schedule 1 – Drawings 12
Schedule 2 - Owner's Covenants 13
Schedule 3 - Council's covenants 15

THIS AGREEMENT is made the 4th day of July 2025

BETWEEN

(1) **WINDY RIDGE RECYCLING LIMITED** (Company Registration Number 13073256) of Abacus House, Pennine Business Park, Longbow Close, Bradley, Huddersfield, HD2 1GQ (hereinafter called "the First Owner") of the first part;

(2) **CARTWORTH QUARRIES LIMITED** (Company Registration Number 11858034) of 46 Houghton Place, Bradford, BD1 3RG (hereinafter called "the Second Owner") of the second part;

(3) **FINANCIAL FUNDING LIMITED** (Company Registration Number 09148945) of Leisure Time, 32 North Bridge Road, Doncaster, DN5 9AN (hereinafter called "the Mortgagee") of the third part; and

(4) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the Council") of the fourth part.

WHEREAS

(A) The Council is the local planning authority and mineral planning authority pursuant to the 1990 Act for the Kirklees district within which the Site is situated and by whom the planning obligations in respect of the Site are enforceable.

(B) The Council is the local highway authority for the purposes of the 1980 Act for the area within which the Site is situated.

(C) The First Owner is the freehold owner of those parts of the Site registered with title absolute at HM Land Registry with title numbers WYK370290 and YY143762.

(D) The Second Owner is the freehold owner of that part of the Site registered with title absolute at HM Land Registry with title number WYK852108.

(E) The Mortgagee has the benefit of the following registered charges over the Site:

a. a registered charge dated 29 April 2021 affecting title numbers WYK370290 and YY143762; and
b. a registered charge dated 28 April 2023 affecting title number WYK852108.

(F) The Application was submitted to the Council on behalf of the First Owner.

(G) The Council's Strategic Planning Committee resolved to grant the Planning Permission on 20 June 2024.

(H) By the provisions of section 106 of the 1990 Act any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the Site.

(I) The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to secure the following in relation to the Development:-
(i) the payment of the Annual Highway Maintenance Fee;
(ii) restoration works to Cartworth Moor Road; and
(iii) restoration works to the Bridleway.

NOW IT IS HEREBY AGREED as follows:-

1. **INTERPRETATION**

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

"1980 Act"	means the Highways Act 1980;
"1990 Act"	means the Town and Country Planning Act 1990;
"Access Road"	means the new access road with passing place to be constructed in the location and shown between points A and B on Plan 5;
"Access Road Works"	means the works to construct the Access Road to be agreed with the Council and carried out by the Owner in accordance with the relevant conditions of the Planning Permission;

"Annual Highway Maintenance Fee"	means the sum of £50,000 (fifty thousand pounds) Index Linked to be paid per annum until Restoration has been completed in accordance with the relevant conditions of the Planning Permission such sum to apportioned equally between the Council and Barnsley MBC to mitigate against any deterioration in the HGV Route within the Council and Barnsley MBC's respective administrative areas arising as a result of the Development;
"Application"	means the planning application to "Deepen and extend Windy Ridge Quarry; increase the number of HGV movements permitted; excavate former landfill to recover recyclable materials (retrospective); temporarily store soils on part of the previously restored quarry area (retrospective); form new access; restore the site by infill with construction, demolition and excavation wastes; and recycle imported construction demolition and excavation wastes" which was validated by the Council on 28 November 2023, and which was given the Council reference 2023/62/93449/W;
"Barnsley MBC"	means Barnsley Metropolitan Borough Council acting in its statutory capacity as the highway authority for the purposes of the 1980 Act for that part of the HGV Route which lies within its administrative area;
"Bridleway"	means bridleway HOL/94/10 and shown with a green line on Plan 2;
"Bridleway Highway Works"	means the restoration works to the Bridleway to be agreed with the Council and carried out by the Owner in accordance with the relevant condition(s) of the Planning Permission;
"Cartworth Moor Road"	means that part of Cartworth Moor Road which is approximately 980m in length and described as "Maintained in Character" and shaded brown on Plan 4;

"Cartworth Moor Road Highway Works"	means the works to Cartworth Moor Road indicatively shown on Plan 4 to be agreed with the Council and carried out by the Owner in accordance with the relevant conditions of the Planning Permission;;
"Commence the Winning and Working of Minerals"	means the earliest date on which the winning and working of minerals to which the Planning Permission relates begins within that part of the Site to which the relevant planning obligation relates (as the context requires);
"Committed"	means monies which shall be deemed to have been committed if the Council has allocated and ringfenced such monies for an identified specific purpose and which shall require the Council to expend funds in the future such expenditure to be no later than 24 (twenty four) months beyond the specified repayment date;
"Development"	means the development of the Site pursuant to the Planning Permission;
"Extension Area"	means that part of the Site shown hatched green and identified as Quarry Extension Area (2023/93449) on Plan 2;
"HGV"	means a heavy commercial vehicle as defined by section 20 of the Road Traffic Act 1980;
"HGV Route"	means the traffic route for HGVs serving the Development shown shaded red on Plan 3; ;
"Index Linked"	means an increase or decrease to the monies payable by the Owner pursuant to Schedule 2 of this Deed on an annual basis or pro rata per diem from the date of this Deed to the date of payment 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;
"Maintained in Character"	means (in the context of Cartworth Moor Road) maintained to its original standard of construction;
"Owner"	means the First Owner and the Second Owner together;
"Parties"	means the Council the Owner and (subject always to clause 9 of this Deed) the Mortgagee;
"Plan 1"	means the drawing labelled "Section 106 Plan 1" attached to this Deed at Schedule 1;
"Plan 2"	means the drawing labelled "Section 106 Plan 2" attached to this Deed at Schedule 1;
"Plan 3"	means the drawing labelled "10193/S106 HGV Traffic Route/CJB/120324" attached to this Deed at Schedule 1;
"Plan 4"	means the drawing labelled "Highway Improvements Drawing 1769 001A" and dated May 2024 attached to this Deed at Schedule 1;
"Plan 5"	means the drawing labelled "Preliminary Access Proposal1769 201" and dated 22/08/2022 attached to this Deed at Schedule 1;
"Planning Permission"	means the planning permission and conditions which may be granted pursuant to the Application;
"Restoration"	means the restoration scheme to be approved by the Council and carried out by the Owner in accordance with the Planning Permission;
"Site"	means the land at Windy Ridge Quarry, Cartworth Moor Road, Cartworth Moor, Holmfirth, HD9 2RL shown edged red on Plan 1;

"Working Day"	means any day of the week other than Saturday Sunday or any bank or public holiday.

2. **CONSTRUCTION OF THIS DEED**

2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

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

2.6. In the event that an application is made in respect of the Development pursuant to section 73 of the 1990 Act (the "Section 73 Application") and planning permission is granted (whether or not on appeal) in respect of the Section 73 Application (the "Section 73 Permission") (and the Council is satisfied that no revised planning obligations are required as a result of the Section 73 Permission), then references to the 'Planning Permission' in this Deed shall be construed to include the Section 73 Permission and this Deed shall apply to and remain in full force in respect of that Section 73 Permission without the need for a further agreement to be entered into pursuant to section 106 or 106A of the 1990 Act.

3. **LEGAL BASIS**

3.1. This Deed is made pursuant to section 106 of the 1990 Act and to the extent that the covenants in this Deed are not made under section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972.

3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed are planning obligations pursuant to section 106 of the 1990 Act which bind the Site and each and every part thereof as set out in Schedule 2 and are enforceable against the Owner and its successors in title by the Council in its capacity as local planning authority in respect of the Site.

4. **CONDITIONALITY**

4.1. This Deed shall take effect upon the date hereof but clause 5 and clause 6 shall be conditional upon the grant of the Planning Permission.

5. **THE OWNER'S COVENANTS**

5.1. The Owner covenants with the Council:

5.1.1. to carry out and comply with; and

5.1.2. that the Site shall be subject to;

the restrictions and provisions on its part set out in Schedule 2 and Schedule 3 as appropriate.

6. **THE COUNCIL'S COVENANTS**

6.1. The Council covenants with the Owner to comply with the restrictions and provisions on its part as set out in Schedule 3 and Schedule 2 as appropriate..

7. **MISCELLANEOUS**

7.1. Upon completion of this Deed the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £2,500 (two thousand five hundred pounds).

7.2. A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7.3. This Deed shall be registrable as a local land charge by the Council.

7.4. The Parties agree with one another to act reasonably and in good faith in fulfilment of the objectives of this Deed and in particular where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by their Head of Planning and Development Management or any other officer exercising the functions of the Head of Planning and Development Management from time to time.

7.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.6. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires without having been implemented.

7.7. No person shall be liable for any breach which relates to any part of the Site in respect of which that person has had no interest since the date of this Deed.

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

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

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

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

7.10.2. any receiver, manager or administrative receiver appointed under any security documentation (including a mortgage or a charge) relating to the whole of the Site or similarly any liquidator or administrator;

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

AND FOR THE AVOIDANCE OF DOUBT the obligations contained in this Deed so far as they remain to be discharged shall be binding on and enforceable against any person or body deriving title through any such person or entity listed above.

8. **DISPUTES**

8.1. Where any of the Parties are in dispute or disagreement as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Deed or as to any other matter or thing arising out of or connected with this Deed or its meaning or construction then the Parties in dispute shall use their reasonable endeavours to resolve the dispute or disagreement within 20 (twenty) Working Days of the dispute or disagreement arising.

8.2. Failing the resolution of any such dispute or disagreement within the said 20 (twenty) Working Days the dispute or disagreement may be referred for determination in accordance with the provisions of this clause 8 on the reference of either or any of the parties to the dispute or disagreement.

8.3. The dispute or disagreement shall be referred to the decision of a reputable Chartered Surveyor unconnected to any of the parties and qualified to deal with the subject matter of the dispute or disagreement who shall either be jointly appointed by the parties within a period of 10 (ten) Working Days following a failure of the parties to resolve the dispute or disagreement pursuant to clause 8.2 above or failing agreement on such nomination appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

8.4. The determination of the independent Chartered Surveyor (including any determination as to the responsibility for payment of their costs and those of the parties) shall be final and binding upon the parties save in the event of manifest error.

8.5. The reference shall be deemed to be a reference to any expert (and not an arbitrator).

8.6. The terms of reference of the Chartered Surveyor as an expert shall include the following:

8.6.1. they shall call for representations from all parties with 10 (ten) Working Days of a reference to them under this Deed and shall require the parties to exchange representations within this period;

8.6.2. they shall allow the parties 10 (ten) Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;

8.6.3. any representations or counter representations received out of time shall be disregarded by the independent Chartered Surveyor;

8.6.4. they shall provide the parties with a written decision (including their reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;

8.6.5. they shall be entitled to call for such independent expert advice as they shall think fit; and

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

9. **MORTGAGEE'S CONSENT**

9.1. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed 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 Owner.

10. **NON-FETTER & WAIVER**

10.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.

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

11. **COSTS**

11.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation negotiation and completion of this Deed.

12. **JURISDICTION**

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

13. **DELIVERY**

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

Schedule 1 – Drawings

Plan 1: Section 106 Plan 1

Plan 2: Section 106 Plan 2

Plan 3: 10193/S106 HGV Traffic Route/CJB/120324

Plan 4: Highway Improvements Drawing 1769 001A dated May 2024

Plan 5: Preliminary Access Proposal1769 201 dated 22.08.2022



MWP
PLANNING

Minerals and Waste Planning
Environmental Permitting
Quarry Consultant

10 Dobroyd, Shepley, Huddersfield HD8 8AU
Tel: 01484 604026 Mobile: 07794 597515
cjb@mwplanning.co.uk www.mwplanning.co.uk

TITLE
SECTION 106 PLAN 1

CLIENT
WINDY RIDGE RECYCLING LTD
CARTWORTH MOOR ROAD,
HOLMFIRTH,HUDDERSFIELD HD9 2RL

SITE
WINDY RIDGE QUARRY
CARTWORTH MOOR ROAD, HOLMFIRTH

DATE	DRAWN BY	CHECKED BY
13/08/2024	CJB	CJB

DRAWING NO	SCALE
PLAN 1	1:2500 @ A3

REV	AMENDMENT	DATE

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LEGEND

Planning Permission Boundary

Director
Cartworth Quarries Ltd

022244

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MWP
PLANNING

Minerals and Waste Planning
Environmental Permitting
Quarry Consultant

10 Dobroyd, Shepley, Huddersfield HD8 8AU
Tel: 01484 604026 Mobile: 07794 597515
cjb@mwplanning.co.uk www.mwplanning.co.uk

TITLE
SECTION 106 PLAN 2

CLIENT
WINDY RIDGE RECYCLING LTD
CARTWORTH MOOR ROAD,
HOLMFIRTH,HUDDERSFIELD HD9 2RL

SITE
WINDY RIDGE QUARRY
CARTWORTH MOOR ROAD, HOLMFIRTH

DATE	DRAWN BY	CHECKED BY
12/05/2025	CJB	CJB

DRAWING NO	SCALE
PLAN 2	1:2500 @ A3

REV	AMENDMENT	DATE

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LEGEND

- Planning Permission Boundary
- Planning Permission 2020/70/92410/W with depth limitation of 323m aod
- Quarry Extension Area (2023/93449)
- Bridleway HOL/94/10

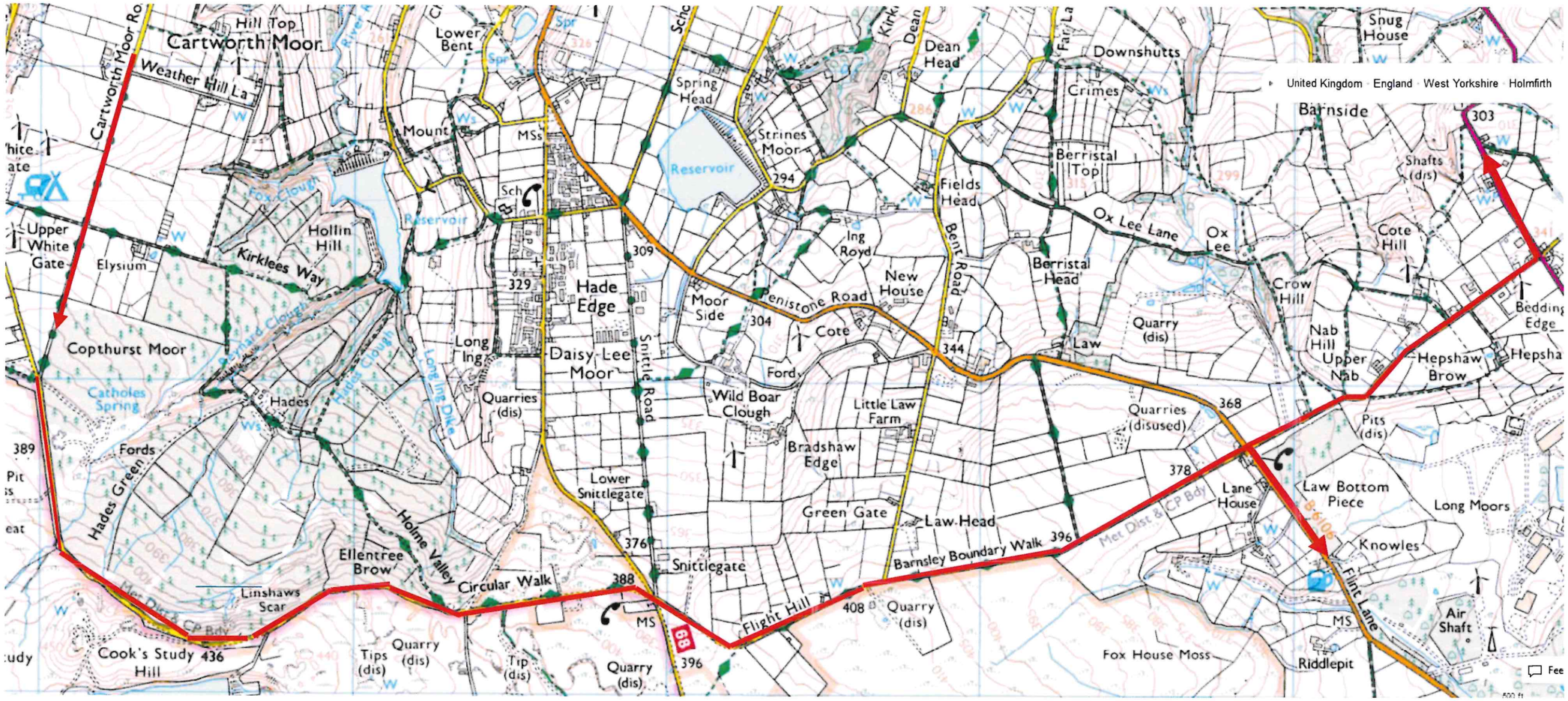
Director
Cartworth Quarries Ltd

022244

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MWP Planning

Windy Ridge Quarry Traffic Route (Application Ref:2023/93449)



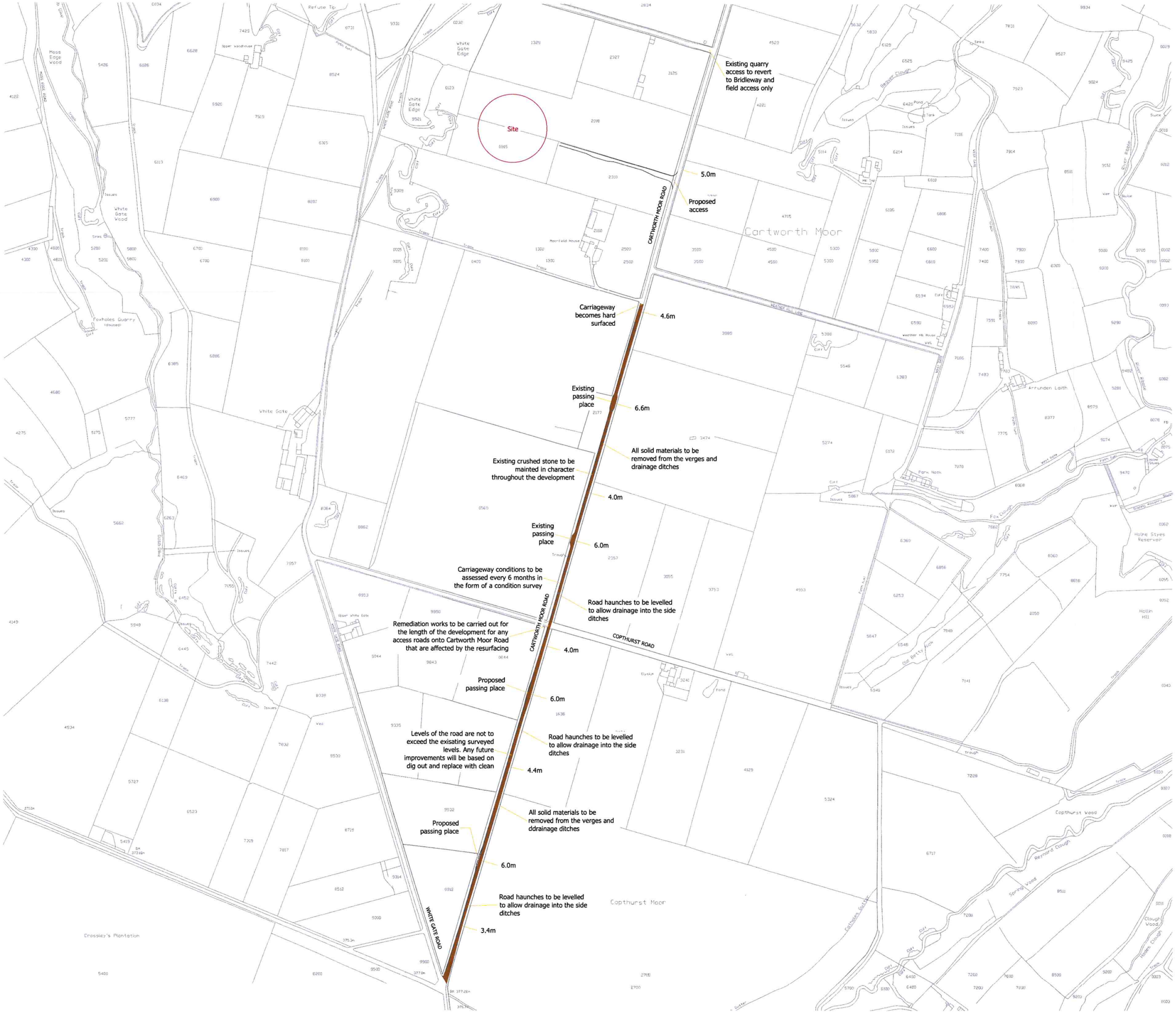
HGV Traffic Routing shown in red on this plan. Outward and inward bound traffic follows the same route.

Route is Cartworth Moor Road south to junction with White Gate Lane; then along Linshaws Road and Bare Bones Road. Across Dunford Road onto Flight Hill and Law Common Road to the B6106 where traffic bound for Sheffield turn right on Flint Lane. Traffic bound for Huddersfield continues across the B6106 along Bedding Edge Road to the Victoria Crossroads where it turns left onto the A616 towards New Mill.

Director
Cartworth Quarries

022244

10193/S106 Traffic Route/CJB/120324



General Notes

- This drawing should not be scaled for setting out purposes.
- This drawing shows the provisional design only and is subject to Local Authority approval.
- This drawing is based upon a topographical / ordnance survey provided by others.

Director
Cartworth Quarry

022244

PARAGON HIGHWAYS

PROJECT TITLE
WINDY RIDGE QUARRY, CARTWORTH MOOR ROAD, HOLMFIRTH

DRAWING TITLE
HIGHWAY IMPROVEMENTS DRAWING

DRAWING NUMBER

ORIGINATOR	PROJECT	VOL	TYPE	ROLE	NUMBER
PRGN –	1769 –	HGN –	DR –	CH –	001A

CLIENT
WINDY RIDGE RECYCLING LTD

SCALE	SIZE	DRAWN	CHECKED	AUTHORISED	DATE
1:1250	A1	JJH	LJO	JJH	MAY 24

PARAGON HIGHWAYS
20 – 21 THE WALLED GARDEN
NOSTELL ESTATE YARD
WAKEFIELD WF4 1AB

01924 291536
MAIL@PARAGONHIGHWAYS.COM

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GENERAL NOTES

This drawing shows the provisional design and is subject to Local Authority approval drawing should not be scaled for setting o purposes unless specified.

This drawing is based on a topographical/ordnance survey provided b others.

N

317

Site Cabin

319

320

24

3m High Soil Mound

A

4.1

6.0

4.1

Proposed passing place

2.4m x 120.0m Visibility Splay

8.0m Radius

7.3

B

Rigid Truck Tracking
- Left in
- Right Out

10m Radius

2.4m x 120.0m Visibility Splay

Soil Mound

Moorfield House

Director
Carlworth Quarries

022244

REV	DATE	DESCRIPTION

PROJECT

WINDY RIDGE QUARRY, HOLMFIRTH

TITLE

PRELIM ACCESS PROPOSAL

SCALE

1:1000 @ A1

DRAWING

1769 201

DATE

22.08.2022

PARAGON HIGHWAYS
OFFICE 20/21 THE REAR WALLED GARDEN,
THE NOSTELL ESTATE,
WAKEFIELD WF4 1AB
01924 291536 /
MAIL@PARAGONHIGHWAYS.COM

Schedule 2 - Owner's Covenants

The Owner covenants with the Council as follows:

1. Not to cause permit or allow any or all of the following:

   1.1. in excess of 16 (sixteen) HGVs per day to enter and leave the Site (8 (eight) entering the Site and 8 (eight) exiting the Site) for the purposes of carrying out the Development;

   1.2. the Commencement of the Winning and Working of Minerals within the Extension Area; or

   1.3. the Commencement of the Winning and Working of Minerals within that part of the Site hatched magenta on Plan 2 below a depth of 323 AOD Level

   until all of the following pre-conditions have been satisfied:

   a) the first Annual Highway Maintenance Fee has been paid to the Council in full; and

   b) all of the following works have been completed in full in accordance with the relevant conditions of the Planning Permission:

      i. the Cartworth Moor Road Works;

      ii. the Bridleway Works; and

      iii. the Access Road Works

2. For the avoidance of doubt the satisfaction of all the pre-conditions set out in paragraphs 1(a) and 1(b) of this Schedule 2 above shall mean that the restrictions on the Development set out in sub-paragraphs 1.1, 1.2 and 1.3 above shall cease to have effect.

3. Following the payment of the first Annual Highway Maintenance Fee in accordance with paragraph 1(a) of this Schedule 2 the Owner shall thereafter pay each Annual Highway Maintenance Fee to the Council upon the anniversary of the date of payment

of the first Annual Highway Maintenance Fee until such time as Restoration has been completed in accordance with the relevant conditions of the Planning Permission.

4. The Owner hereby acknowledges that 50% (fifty per cent) of each Annual Highway Maintenance Fee shall be paid to Barnsley MBC by the Council in accordance with Schedule 3.

5. To perform and observe all of its obligations contained in this Deed.

Schedule 3 - Council's covenants

The Council hereby covenants with the Owner as follows:

1. To issue separate receipts on written request for any sum paid to the Council under this Deed.

2. To apply each Annual Highway Maintenance Fee paid to the Council as follows:

   (a) 50% (fifty per cent) of each Annual Highway Maintenance Fee shall be used or Committed by the Council to mitigate against any deterioration in the existing highway infrastructure which comprises the HGV Route within its administrative area (in its capacity as local highway authority pursuant to the 1980 Act) and which may arise as a result of the Development; and

   (b) 50% (fifty per cent) of each Annual Highway Maintenance Fee shall be paid directly to Barnsley MBC within 6 (six) weeks of receipt of the same by the Council.

3. On annual written request from the Owner to provide the same with a detailed annual written statement of the expenditure or Committed expenditure by the Council of each Annual Highway Maintenance Fee paid to the Council in accordance with Schedule 2 such detailed annual statement to be provided within 6 (six) weeks of the expiry of 1 (one) year from the date of payment of that Annual Highway Maintenance Fee.

4. That in the event any part of an Annual Highway Maintenance Fee is not expended or Committed by the Council within 1 (one) year of the date of payment of the same to the Council then the sum or sums not expended or Committed plus interest accrued will be repaid to the person who made the payment within 6 (six) weeks of the provision by the Council to the Owner of the detailed annual statement referred to in paragraph 3 of this Schedule 3 above and the provision by the Owner to the Council of the details of the person who made the payment.

5. To provide written confirmation of the discharge of the obligations on the part of the Owner contained in this Deed within 6 (six) weeks of receipt of written request from the Owner.

6. To cancel all entries made in the Register of Local Land Charges in respect of this Deed forthwith on the performance and satisfaction of all the obligations contained in this Deed.

7. To perform and observe all of its obligations and duties contained in this Deed.

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

THE CORPORATE COMMON SEAL of)

THE COUNCIL OF THE BOROUGH)

OF KIRKLEES was hereunto affixed)

but not delivered until the date hereof)

In the presence of:-)



~~Director - Legal, Governance~~

~~& Commissioning~~ /Authorised Signatory

EXECUTED AS A DEED by)

WINDY RIDGE RECYCLING LIMITED)

Acting by a director)

In the presence of:

Signature of Director:

Signature of witness:

Witness name: J L HUNTER

Witness address:

EXECUTED AS A DEED by)

CARTWORTH QUARRIES LIMITED)

Acting by a director)

In the presence of:

Signature of Director:

Signature of witness:

Witness name: J L HUNTER

Witness address:

EXECUTED AS A DEED by)

FINANCIAL FUNDING LIMITED)

Acting by a director)

In the presence of:

Signature of Director: ----------

Signature of witness: ----------

Witness name: CHRISTINE BARBOUR

Witness address: