

DATED 4th March **2025**

THE COUNCIL OF THE BOROUGH OF KIRKLEES (1)

-and-

VIVLY GRANGE MOOR LLP (2)

-and-

ALIOM INVESTMENTS LIMITED (3)

AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990 (as amended)

relating to

Land at

northwest of, Urban

Terrace, Denby Lane, Grange

Moor, Huddersfield, WF4 4EB

THIS AGREEMENT is made the 4 day of March Two Thousand and Twenty Five

BETWEEN: -

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Civic Centre 3, Market Street, Huddersfield, HD1 1WG (hereinafter called "the **Council**") of the first part; and
- (2) **VIVLY GRANGE MOOR LLP** (LLP Regn. No.: OC454690) of Permanent House, 1 Dundas Street, Huddersfield HD1 2EX (hereinafter called "the **Owner**") of the second part; and
- (3) **ALIOM INVESTMENTS LIMITED** (Company Regn. No.: 15777137) whose registered offices are situate at: 166 College Road, Harrow, Middlesex, United Kingdom, HA1 1RA (hereinafter called the "**Developer Mortgagee**") of the third part

together the "**Parties**" and reference to "**Party**" shall be construed accordingly.

WHEREAS

1. The Council is the local planning 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 registered freehold proprietor of the Site registered with HM Land Registry under title number YY169197.
3. The Developer Mortgagee is the registered proprietor of a charge in respect of title number YY169197.
4. The Council resolved that subject to the completion of this Agreement the Planning Permission should be granted.
5. 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 IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement (which is entered into as an may also be referred to herein as a ‘Deed’) unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this clause:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Additional First Home Contribution"	means where a sale of a First Home other than as a First Home has taken place the sum payable in accordance with Part 3 of the First Schedule
"Affordable Housing"	means for the purpose of this Agreement the two (2) Dwellings to be provided as Affordable Housing as defined in Annex 2 of the National Planning Policy Framework (December 2024 but as may be updated or superseded from time to time) that will be made available to people whose income is insufficient to enable them to afford housing locally on the open market and being 20% (twenty percent) of dwellings on the Site with a split of one (1) Discount Market Sale Dwelling and one (1) First Home
"Affordable Housing and POS Plan"	means Drawing No: 22D26-FBA-ZZ-XX-DR-A-0730 Rev P01 compiled by Messrs Farrar Bamforth Architecture allocated with drawing title: "Affordable Homes and POS Plan" dated February 2025 which has been approved by the Council showing the number, location, type, gross internal area and tenure of the Affordable Housing on the Development and the three (3) Public Open Space Areas on the Development and attached hereto at Annex 2.

"Application"	means the planning application registered by the Council under Local Planning Authority reference number 2023/93704 for the erection of 12 (twelve) Dwellings and associated works;
"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 of any such organisations or affiliate organisations within the 5 (five) years prior to the purchase of the First Home, or a spouse or civil partner (including a divorced or separated spouse or civil partner) of a deceased member or former member whose death was caused wholly or partly by their service;
"Authority to Exchange"	means a notice served by the Council to the Owner (which following Disposal of a First Home for the purposes of this definition shall include any subsequent First Homes Owner if applicable) in the form set out by the Council or such other form as the Council may from time to time reasonably require, providing the Council's consent to exchange contracts on the First Home such notice to be issued after: (a) an Authority to Proceed has been issued; and (b) the Owner has submitted a request to the Council for an Authority to Exchange to be issued following a mortgage offer having been received by the intended purchaser and contract having been agreed between the Developer and the intended purchaser.
"Authority to Proceed"	means a notice issued by the Council to the Owner (which following Disposal of a First Home for the purposes of this definition shall include any subsequent First Homes Owner

if applicable) in the form set out by the Council or such other form as the Council may from time to time reasonably required, notifying the Owner following receipt of the Owner's application form that the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 1.1.2 of Part 3 the First Schedule applies, meets the Eligibility Criteria (Local);

**“Biodiversity
Contribution”**

means the sum of £101,430 (one hundred and one thousand four hundred and thirty pounds) Index Linked representing the equivalent of a 1% (one percent) net gain in biodiversity such sum to be used by the Council towards biodiversity improvements in the area in accordance with the Council's development plan Policy LP30 and adopted Biodiversity Net Gain Technical Advice Note (June 2021);

“Chargee”

means any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) of the Affordable Housing or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

“Close Family”

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

“Committed”

means monies shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future and such monies are so

expended no later than 12 (twelve) months beyond the specified repayment date;

“Commencement of Development”

means the actual date upon which the Development is begun by the carrying out on the Site of any material operation as defined by Section 56(4) of the 1990 Act SAVE THAT the term "*material operation*" shall not for the purpose of this Agreement include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental or archaeological investigation, site and soil surveys, construction of access road, erection of contractors' work compound, erection of site office, construction of access road, erection of fencing to site boundary and reference to "**Commence Development**" 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 1.1.2 of Part 3 of the First Schedule applies, meets the Eligibility Criteria (Local) and for the avoidance of doubt each subsequent certificate shall be subject to the First Homes Administration Charge;

"Contribution"

means the Off-Site Public Open Space Contribution and the Biodiversity Contribution and reference to "**Contributions**" shall be construed accordingly;

"Development"

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

“Discount Market Sale Commuted Sum”

means the sum to be paid by the Owner to the Council in lieu of the provision of the Discounted Market Sale Dwelling on the Site and which shall be calculated at 20% (twenty

percent) of the Open Market Value of the Discount Market Sale Dwelling as at the date this Discount Market Sale Commuted Sum may be due. The Discounted Market Sale Dwelling commuted sum shall, if payable, be applied by the Council to the provision of, or improvements to existing Affordable Housing elsewhere in the Council's district

“Discount Market Sale Dwelling” and “DMS Dwelling”

means an affordable Dwelling as defined in Annex 2 para c) of the National Planning Policy Framework (December 2024 but as may be updated or superseded from time to time) that will be made available to people whose income is insufficient to enable them to afford housing locally on the open market and which are to be sold at a Discounted Market Sale Price 20% (twenty percent) of the Open Market Value of the Dwelling and for the purposes of this Agreement the relevant DMS Dwelling is identified on the Affordable Housing and POS Plan as plot number: '4' or such other location as may be agreed in writing between the Council and the Owner to be provided as a DMS Dwelling.

“Discount Market Sale Administration Charge”

means £379 (three hundred and seventy nine pounds) (or the figure as may be updated by the Council annually) per first sale and the sum of £428 (or the figure as may be updated by the Council annually) on second and subsequent sales being the reasonable and proper costs incurred by the Council in consideration of the evidence provided to it pursuant to Paragraph 5 of Part 2 of the First Schedule of this Deed which is to be paid by the Owner in respect of the first sale of a DMS Dwelling and the seller in respect of all subsequent sales of the DMS Dwelling.

“Discount Market Sale Price”

Means 80% (eighty per cent) of the Open Market Value which on its first Disposal only shall not exceed £250,000 (two hundred and fifty thousand pounds).

“Discount Market Sale Qualifying Person”

An individual who is:

- (i) a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer);
- (ii) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed £80,000 (eighty thousand pounds) per annum; and
- (iii) will occupy the property as their sole or main residence.

“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 1.2 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 Home Owner; or
- (c) a Exempt Disposal

and reference to **“Disposed”** shall be construed accordingly;

"Dwelling"

means any 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) and (ii) below are met:
 - (i) the purchaser meets the First Home 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;

**"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 Home 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 Home Owner;
- (c) Disposal to a former spouse or former civil partner of a First Home 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; and
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 1.3 of Part 3 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 1.2 of Part 3 of the First Schedule.

“First Home”

means a Dwelling of Affordable Housing as shown on the Affordable Housing and POS Plan (being plot number: ‘3’ thereon) or in such other location that may be agreed in writing between the Council and the Owner to be provided as a First Home as defined in the Department for Levelling Up, Housing and Communities ‘First Home’ 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 Home
Administration Charge"**

means £379 (three hundred and seventy nine pounds) (or the figure as may be uprated by the Council annually) per first sale and the sum of £428 (or the figure as may be uprated by the Council annually) on second and subsequent sales in consideration of the following (where applicable):

- (a) evidence supplied by any purchaser meeting the First Home Eligibility Criteria (National) and (Local);
- (b) evidence supplied by the Owner of the First Home in relation to the First Home sales Price; and
- (c) provision of the Compliance Certificate;

and is to be paid by the Owner in respect of the first sale and First Home Owner in respect of all subsequent sales.

"First Home Owner"

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

- (a) the Owner; 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 1.2 of the First Schedule;

“First Home Qualifying Person”	means a person who meets the First Home Eligibility Criteria (National) and (unless paragraph 1.1.2 of Part 3 of the First Schedule applies) the Eligibility Criteria (Local)
“First Home Sale Price”	means the price of the First Home to be agreed with the Council prior to the Disposal of any of the First Home but that shall be a price equal to the Open Market Value of an equivalent Market Dwelling less a discount equal to 30% (thirty percent) of the Open 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 Buyer" 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 it being acknowledged that at the date of this Agreement that the Council has not set an Income Cap (Local);
“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) – a gross annual income of £90,000.00 (ninety thousand pounds); and

- (b) in the case of any other First Home – a gross annual income of £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 Owner'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;

"Inspection Fee" means the sum of £297 (two hundred and ninety seven Pounds) for the inspection of the **Public Open Space Areas**

"Local Connection Criteria" means a person or a member of their household having a connection to the Locality by reason of the following:

- (a) currently lives in the Locality as their primary residence and has done so for the past three (3) years;

- (a) previously lived in the Locality as the primary residence for at least five (5) years cumulatively in the past 10 (ten) years;
- (b) has Close Family ordinarily resident in the Locality and that Close Family has been ordinarily resident in the Locality for the past three (3) years;
- (c) need to move to the Locality to receive or provide care or support;
- (d) is employed on a permanent basis for more than 16 (sixteen) hours per week in the Locality or is about to take up an offer of permanent employment in the Locality;
- (e) needs to move to the Locality to be close to local facilities because of a specific identified need; or
- (f) has some other connection to the Locality as approved by the Council in writing.

OR

such other local connection criteria as may be published by the Council from time to time as its “First Homes Local Connection Criteria” (or equivalently so titled) and which 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 “Local Connection Criteria” which shall apply to that Disposal

“Locality”

means for the purposes of the “Local Connection Criteria” the administrative boundary of the Council plus and including a distance of three (3) miles from the area designated as Kirklees Rural East as identified in the SPD;

“Managed Area”	means the Public Open Space Area,
“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 carrying out future maintenance of the POS, in accordance with Part 4 of the First Schedule and: 1. which is incorporated in England and Wales or Scotland; 2. which has its registered office in England and Wales or Scotland; and 3. whose primary objects permit it to maintain and renew the POS;
“Market Dwellings”	means those Dwellings within the Development excluding the Dwellings which are Affordable Housing and a reference to “Market Dwelling” shall be construed accordingly;
“Marketing Strategy”	means the strategy to be submitted to and approved by the Council setting out the proportionate detail of the marketing measures to be reasonably undertaken to dispose of the First Homes to a First Homes Qualifying Person upon a first Disposal;
“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;

NPPF	means the National Planning Policy Framework published by the Department for Levelling Up, Housing and Communities dated December 2024 and any document that supplements or replaces it.
"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.
"Off Site Public Open Space Contribution"	means (including fees) the sum of £26,559.00 (twenty-six thousand five hundred and fifty-nine pounds) Index Linked as a contribution towards improvements to publicly accessible open space within the vicinity of the Development and payable in accordance with the First Schedule;
"On-Site Drainage Management and Maintenance Plan"	means a detailed management plan setting out measures to be undertaken to ensure the On-Site Drainage Works are properly maintained and managed in perpetuity (unless adopted);
"On-Site Drainage Works"	means a drainage system, together with associated infrastructure, to be installed within the Site in accordance with a drainage scheme to be submitted and approved by the Council in accordance with relevant conditions attached to the Planning permission.
"Open Market Value"	means the open market value as assessed by a Valuer in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and agreed between the Council and the Owner as being the open market value of an Affordable Housing Dwelling

at which the sale of an interest in the Affordable Housing Dwelling would have been completed unconditionally for cash consideration on the date of the Valuation (and which shall be valid for no more than 6 (six) months after the date upon which it is approved by the Council); assuming:

- (a) a willing seller;
- (b) that any restrictions imposed on the Dwelling by reason of this Agreement are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the dwelling or to whom a transfer or lease may be granted or assigned; and

that both parties to the transaction had acted knowledgeably prudently and without compulsion;

“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 and any permissions granted in relation to the Development under Section 73 of the 1990 Act;
“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;
“Practical Completion”	means the issue of a certificate of practical completion by the Owner's architect certifying the completion of any part of the Development so that such part can be used for the purpose and operate in the manner for which it was

designed and **“Practically Complete”** and **“Practically Completed”** shall be construed accordingly;

“Public Open Space Areas” means those three (3) areas of public open space on the Site as shown on the Affordable Housing and POS Plan identified thereon as: “POS” and laid out and landscaped in accordance with the approved Public Open Space Areas Landscaping and Management Scheme;

“Public Open Space Areas Landscaping and Management Scheme” means a scheme for the future maintenance and management of the Public Open Space Areas submitted by the Owner and approved by the Council titled: “Landscape Management Specification” compiled by Messrs Rosetta Landscape Design dated November 2024 which is appended to this Agreement at Annex 3 (together with any variation of such scheme agreed in writing from time to time between the Owner and the Council);

“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 Local Government, Housing and Communities or any substitute or any Inspector appointed by him;

"Site"	means the land known as land at northwest of, Urban Terrace, Denby Lane, Grange Moor, Huddersfield, WF4 4EB and shown edged blue on Plan 1;
SPD	means the Council's Affordable Housing and Housing Mix supplementary planning document dated March 2023 or any such document that supersedes this
"Valuation"	means a report prepared by a Valuer containing details of the surveyor's opinion as to the Open Market Value in respect of a Dwelling
"Valuer"	Means a Member or Fellow of the Royal Institution of Chartered Surveyors being a valuer appointed by in the case of a First Home the First Home Owner and in the case of a DMS Dwellings the Owner and (in each case) acting in an independent capacity;.
"Water Company"	means: (i) Yorkshire Water; or (ii) such other licenced water company that is regulated by The Water Services Regulation Authority (OFWAT); or (iii) any successor authority to the respective statutory functions under the Water Industry Act 1991 or other appropriate legislation of either (i) or (ii) above;
"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 Owner" and "the Developer Mortgagee" then 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 Owner 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.

2. GENERAL

- 2.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act and to the extent that the covenants in this Agreement are not made under Section 106 of the 1990 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.
- 2.2 Subject to clause 2.5, the Owner covenants with the Council to observe the restrictions and perform the obligations contained in the First Schedule with the intent that those restrictions and obligations shall bind the Owner and each and every part of the Site and the Mortgagee acknowledges that its interest in the Site will be bound by the obligations contained in the First Schedule.

- 2.3 The Council covenants with the Owner to observe the restrictions and perform the obligations contained in the Second Schedule and where applicable in the First Schedule.
- 2.4 The expression " Owner" and "the Mortgagee" shall include their successors in title and assigns and the expression "the Council" shall include its respective successor authority or successor function as Local Planning Authority.
- 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 a purchaser or 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 This Agreement shall not become effective until the following conditions are satisfied:
- 2.7.1 the Planning Permission has been granted; and
 - 2.7.2 the Commencement of Development has occurred

(except where otherwise specifically stated in this Agreement).

- 2.8 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.
- 2.9 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.
- 2.10 This Agreement is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered by the Council as such on completion.
- 2.11 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.
- 2.12 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.
- 2.13 Unless otherwise stated this Agreement is governed by and interpreted with the law of England.
- 2.14 It is agreed that the Developer Mortgagee or any mortgagee and / or chargee and / or their respective successors in title and / or receiver appointed by the Developer Mortgagee mortgagee and / or chargee of the Owner or the Owner's successors in title shall have no liability under this Agreement unless and until they become a mortgagee in possession of the Site or the part of the Site in relation which its charge relates in which case it too will be bound by

the obligations as if it were a person deriving title from the Owner or the Owner's successors in title as the case may be.

- 2.15 The Owner shall pay the Council's reasonable legal costs incurred in the preparation of this Agreement.
- 2.16 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application (and the Council is satisfied in its reasonable discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to both the Planning Permission and a new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission granted pursuant to Section 73 of the 1990 Act without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.
- 2.17 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 legality or enforceability of the remaining provisions of this Deed.

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 Owner 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 Owner 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, Legal Services Kirklees Council PO Box 1720 Huddersfield HD1 9EL

5.1.2 In respect of Affordable Housing to: Housing Officer, Regeneration and Housing on email ref: Housing.Regeneration@kirklees.gov.uk

5.1.3 To the Owner at Permanent House, 1 Dundas Street, Huddersfield HD1 2EX

5.1.4 To the Developer Mortgagee at 166 College Road, Harrow, Middlesex, United Kingdom, HA1 1RA

6 DISPUTES

6.1 Any dispute arising between the Parties 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 Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with Clause 6.2 below to the determination of an Independent Surveyor.

6.2 Any reference to an Independent Surveyor in accordance with Clause 6.1 above shall be to a reputable Independent Surveyor unconnected to any of the Parties hereto and experienced in developments of this nature who shall be agreed between the Parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Royal

Institution of Chartered Surveyors or his duly appointed deputy and the decision of such Independent Surveyor shall be final and binding upon the Parties to the dispute and the Parties hereby agree to act in accordance with the decision (save for manifest error) and if the Parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any Independent Surveyor shall act as an expert pursuant to the terms of this Clause 6.2 then each of the Parties to the dispute shall be entitled to submit to him representations and cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the Parties to the dispute or the Independent Surveyor himself) shall be paid.

7 JURISDICTION

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

8 DELIVERY

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.

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

FIRST SCHEDULE
(Owner Planning Obligations)

The Owner covenants with the Council as follows:

Part 1 - GENERAL AFFORDABLE HOUSING

1. To provide the Affordable Housing in accordance with the Affordable Housing and POS Plan and in accordance with the Planning Permission.
2. The Owner shall notify the Council of the Practical Completion of each Affordable Housing Dwelling within 14 (fourteen) days thereof.
3. In order to enable the Council to comply with its obligations in relation to monitoring Affordable Housing for the Government the Owner shall provide information regarding start of site, completion and sale of each Affordable Housing Dwelling to the Council when requested
4. The Owner shall not (unless otherwise agreed by the Council in writing) cause or permit the Occupation of more than nine (9) of the Market Dwellings until the Affordable Housing Dwellings have been constructed and are ready for Occupation and are transferred in accordance with Part 2 of this First Schedule in relation to Discount Market Sale Dwellings and in accordance with Part 3 of this First Schedule in relation to First Homes;
5. Nothing in this Schedule shall prevent any of the Market Dwellings from being voluntarily provided as Affordable Housing in addition to the Affordable Housing Dwellings and in such case such Market Dwellings the Owner will notify the Council in writing of any such change and any additional Affordable Housing Dwellings shall not be an obligation for the purposes of this Agreement.

Part 2 - Discount Market Sale Dwellings

1. The following provisions of this paragraph shall apply to the Affordable Housing Dwelling that is to be provided as a Discount Market Sale Dwelling as identified on the Affordable Housing and POS Plan. The Owner shall provide the Council with notice of sale release date not less than 6 (six) weeks prior to the date upon which the Owner proposes to release the Discounted Market Sale Dwelling for disposal;

Valuation given by a Valuer and which shall be valid for no more than 6 (six) months after the date upon which it is approved by the Council;

5.3 Payment of the Discount Market Sale Administration Charge incurred by the Council in considering the intended purchaser(s) application and provision of Land Registry Certificate to be paid by the Owner.

6. In the event that;

6.1 despite using its reasonable endeavours, the Discount Market Sale Dwelling has not been contracted for sale to a Discount Market Sale Qualifying Person within a period of 9 (nine) calendar months from the date the Discount Market Sale Dwelling was first offered for Disposal; and

6.2 the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used all reasonable endeavours throughout the 9 (nine) month period to dispose of the Discount Market Sale Dwelling, the Owner will be free to offer such dwellings for sale on the open market free from the restrictions in this schedule but the provisions of paragraph 8 of this Part 2 of this First Schedule apply.

7. In the event that the Owner is free to Dispose of the Discount Market Sale Dwelling for sale on the open market pursuant to the provisions of paragraph 6.2 above of this Part 2 of this First Schedule:

7.1 the Owner shall serve a written notice on the Council confirming that they intend to sell the Discount Market Sale Dwelling on the open market ("Owner's Notice")

7.2 following confirmation by the Council of receipt of the Owner's Notice and confirmation that the requirements set out in paragraph 6.2 of this schedule have been complied with, the Owner may dispose of the Discount Market Sale Dwelling on the open market free of the provisions of this Schedule.

7.3 the Owner shall within 28 (twenty eight) days of the date of the disposal of the dwelling pay to the Council the Discount Market Sale Commuted Sum

8. Upon receipt of the Discount Market Sale Commuted Sum the Council shall:

8.1 within 20 (twenty) Working Days of such receipt, provide a complete application to enable the removal of the restriction on the title set out in paragraph 4 where such restriction has previously been registered against the relevant title

8.2 apply all monies towards the provision of Affordable Housing.

9. The Discount Market Sale Dwelling shall be used only as the main residence of the owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 9.1 to 9.3 below.

9.1 The owner may let or sub-let their Discount Market Sale Dwelling for a fixed term of no more than two (2) years, provided that the owner notifies the Council in writing before the Discount Market Sale Dwelling is Occupied by the prospective tenant or sub-tenant. An owner may let or sub-let their Discount Market Sale Dwelling pursuant to this paragraph more than once during that owner's period of ownership, but the aggregate of such lettings or sub-lettings during an owner's period of ownership may not exceed two (2) years.

9.2 An owner may let or sub-let their Discount Market Sale Dwelling for any period provided that the 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 (a) – (f) below:

- a) the owner is required to live in accommodation other than their Discount Market Sale Dwelling for the duration of the letting or sub-letting for the purposes of employment;
- b) the owner is an active Armed Services Member and is to be deployed elsewhere (domestically or internationally) for the for the duration of the letting or sub-letting;
- c) the owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the 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.

9.3 A letting or sub-letting permitted pursuant to paragraph 9.1 or 9.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discount Market Sale Dwelling on terms which expressly prohibit any further sub-letting.

9.4 Nothing in this Part 1 Of the First Schedule prevents an owner from renting a room within their Discount Market Sale Dwelling or from renting their Discount Market Sale Dwelling as temporary sleeping accommodation provided that the Discount Market Sale Dwelling remains at all times the owner's main residence.

10. The provision of the Paragraphs 1 to 9 above shall not apply to a charge or mortgagee of a Discount Market Sale Dwelling where the Chargee who seeks to Dispose of a Discount Market Sale Dwelling pursuant to any default under the terms of its mortgage or charge subject to complying with the following provisions;

10.1 The mortgagee or charge shall give not less than 20 (twenty) Working Days' notice to the Council of its intention to Dispose;

10.2 In the event of the Council's response within 20 (twenty) Working Days from receipt of the notice indicating the arrangements for the disposal of the Discount Market Sale Dwelling can be made such as to safeguard them as a Discount Market Sale Dwelling then the charge or mortgagee shall cooperate with such arrangements and use its reasonable commercial endeavours to secure such disposal;

10.3 If the Council does not serve its response to the notice served under this paragraph with 20 (twenty) Working Days then the Chargee shall be entitled to dispose of the Discount Market Sale Dwelling free from restrictions set out in this Part 2 of the First Schedule.

PART 3 - FIRST HOMES

1.1. First Homes – Delivery Mechanism

- 1.1.1. Prior to the Occupation of the First Home the Owner shall submit to the Council the Marketing Strategy for the Council's approval and the Owner shall not cause or permit Occupation of any Affordable Dwelling unless and until such Marketing Strategy has been approved by the Council. The First Home shall then be marketed for sale in accordance with the approved Marketing Strategy and shall only be sold (whether on a first or any subsequent sale) as a First Home 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).

1.1.2. 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 (National) or Eligibility Criteria (Local) (if any), paragraph 1.1.1 of Part 3 of this First Schedule shall cease to apply.

1.1.3. Subject to paragraphs 1.1.6 to 1.1.10 of Part 3 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.

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

1.1.4.1. The Council has been provided with evidence that:

- (a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 1.1.2 of this Part 3 of this Schedule applies meets the Eligibility Criteria (Local);
- (b) the Dwelling is being Disposed of as a First Home at the First Home Sale 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 Home Provisions" in the following terms:

"means the provisions set out in paragraphs 1.1.1 to 1.1.9 of Part 3 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 [2025] made between (1) The Council of the Borough of Kirklees (2) Vivly Grange Moor LLP and (3) Aliom Investments Ltd."

- (iv) a provision that the First Home is sold subject to and with the benefit of the First Home 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 Home Provisions.
- (v) a copy of the First Home Provisions in an Annexure to the transfer.
- (vi) The First Home Administration Charge has been paid to the Council by the Owner on the first Disposal and by the transferor on any subsequent Disposal

1.1.4.2 The Council hereby covenants that it shall issue:

1.1.4.2.1 the Authority to Proceed within fifteen (15) Working Days of being provided with the relevant information pursuant to paragraphs 1.1.4.1 a) and 1.1.4.1 b) above;

1.1.4.2.2 the Authority to Exchange and Compliance Certificate within twenty (20) Working Days of receiving a request to issue the Authority to Exchange and having been provided with evidence sufficient to satisfy it that requirement of paragraphs 1.1.3 and 1.1.4 have been met.

- 1.1.5. 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 Town Hall Ramsden Street, Huddersfield, HD1 2TA or a conveyancer that the provisions of clause [XX] (the First Home 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"

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

1.1.6.1. the Dwelling has been actively marketed as a First Home for 6 (six) months in accordance with paragraphs 1.1.1 and 1.1.2 of Part 3 of this First 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 1.1.3 and 1.1.4.1 of Part 3 of this First Schedule;
or

1.1.6.2. requiring the First Home Owner to undertake active marketing in accordance with the approved Marketing Strategy for the period specified in paragraph 1.1.6.1 of Part 3 of this First Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Home Owner undue hardship.

1.1.7. Upon receipt of an application served in accordance with paragraph 1.1.6 of Part 3 of this First 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 First Home Sale Price.

1.1.8. If the Council is satisfied that either of the grounds in paragraph 1.1.6 of Part 3 of this First 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 1.1.6 of Part 3 of this First Schedule that the relevant Dwelling may be Disposed of:

1.1.8.1. to the Council at the First Home Sale Price; or

1.1.8.2. (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 Home shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.1.10 of Part 3 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.

1.1.9. 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 1.1.6 of Part 3 of this First Schedule have been made out

then it shall within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 1.1.6 of Part 3 of this First Schedule serve notice on the Owner 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 1.1.6 of this First 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.

1.1.10. Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Home Sale Price in accordance with paragraphs 1.1.8 or 1.1.9 of Part 3 of this Schedule the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the lower of the following two amounts ("Additional First Home Contribution")

(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 Home 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 Home 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 Home Owner as a result of the disposal of the First Home other than as a First Home;

1.1.11. Upon receipt of the Additional First Home Contribution the Council shall:

1.1.11.1. 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 1.1.5 of Part 3 of this Schedule where such restriction has previously been registered against the relevant title;

1.1.11.2. 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.

1.1.12. Any person who purchases a First Home free of the restrictions in this First Schedule pursuant to the provisions in paragraphs 1.1.9 and 1.1.10 of Part 3 of this First Schedule shall not be liable to pay the Additional First Home Contribution to the Council.

1.1.13. To enable to Council to comply with its obligations in relation to monitoring Affordable Housing for Central Government, on completion of the first Disposal of a First Home, the Owner shall within 14 (fourteen) days of receipt of the Council's request, provide a copy of the transfer deed effecting the Disposal or such other information that the Council requests, acting reasonably, in connection with the Disposal.

1.2. **First Home – Use**

Each First Home shall be used only as the main residence of the First Home 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 1.2.1 – 1.2.3 of Part 3 of this First Schedule:

- 1.2.1. A First Home Owner may let or sub-let their First Home for a fixed term of no more than 2 (two) years, provided that the First Home Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Home Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Home Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed 2 (two) years.
- 1.2.2. A First Home Owner may let or sub-let their First Home for any period provided that the First Home 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 1.2.2.1 to 1.2.2.6 of Part 3 of this First Schedule:
 - 1.2.2.1. the First Home 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;
 - 1.2.2.2. the First Home Owner is an active Armed Services Member and is to be deployed elsewhere (domestically or internationally) for the for the duration of the letting or sub-letting;
 - 1.2.2.3. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 1.2.2.4. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 1.2.2.5. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

1.2.2.6. the First Home 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.

1.2.2.7. A letting or sub-letting permitted pursuant to paragraph 1.2.1 or 1.2.2 of Part 3 of this First 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.

1.2.3. Nothing in this paragraph 1.2 prevents a First Home 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 Home Owner's main residence.

1.3. **First Home – Mortgagee Exclusion**

The obligations in paragraphs 1.1 and 1.2 of Part 3 of this First Schedule in relation to First Home 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:**

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

1.3.2. 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 Open Market Value and subject only to paragraph 1.3.3 of Part 3 of this First Schedule;

1.3.3. 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 Home Contribution;

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

1.3.4.1. 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 1.1.5 of Part 3 of this First Schedule; and

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

PART 4 - PUBLIC OPEN SPACE, ON-SITE MANAGEMENT, DRAINAGE OR ADOPTION AND BIODIVERSITY CONTRIBUTION

1.1 To pay the Off Site Public Open Space Contribution to the Council prior to the Occupation of 50% (fifty percent) of the total of the Dwellings on the Site

1.2 Not to cause or permit the Occupation of more than 50% (fifty percent) of the total Dwellings on the Site unless it has paid the Off Site Public Open Space Contribution to the Council

ON-SITE MANAGEMENT

PUBLIC OPEN SPACE ON SITE

1.3 To provide the Public Open Space Area in accordance with the Planning Permission and the Public Open Space Areas Landscaping and Management Scheme and the specification therein prior to Occupation of 50% (fifty percent) of the total of the Dwellings and any condition(s) contained within the Planning Permission in respect of the Public Open Space Area

1.4 The Public Open Space Area shall not be deemed to be provided in accordance with paragraph 1.3 until the same has been inspected and approved by the Council in accordance with paragraphs 1.6 and 1.7 below

1.5 As soon as is reasonably practicable after the completion of the Public Open Space Area the Owner shall notify the Council in writing that such works have been completed and pay the Inspection Fee to the Council.

- 1.6 To comply with the Public Open Space Area Landscaping and Management Scheme in conjunction with and as part of the Development
- 1.7 Not later than one calendar month following receipt of the relevant notice and the Inspection Fee referred to in paragraph 1.5 above the Council shall inspect the Public Open Space Area and if it has been carried out in accordance with paragraph 1.3 above and to the reasonable satisfaction of the Council it shall notify the Owner in writing within five (5) Working Days of the inspection
- 1.8 If, upon inspection by the Council, the Council (acting reasonably) find that the Public Open Space Area has not been carried out to its reasonable satisfaction it shall within 15 (fifteen) Working Days of the inspection, notify the Owner in writing specifying the measures necessary to satisfactorily complete the Public Open Space Area Landscaping and Management Scheme and the Owner shall within such period as specified by the Council (acting reasonably) in the notice carry out those works and shall notify the Council under paragraph 1.5, such procedure being repeated as often as is necessary until such time as the Council confirms satisfactory completion under paragraph 1.7.
- 1.9 The Owner shall until such time as the Public Open Space Area is transferred to the Management Company under paragraph 2.5 below, maintain the Public Open Space Area in accordance with the approved Public Open Space Areas Landscaping and Management Scheme and rules of good horticulture and husbandry keeping it properly maintained and without prejudice thereto shall replace trees shrubs and plants which shall die or become diseased or are damaged or removed and shall trim prune mow and feed the Public Open Space Area and shall repair replace and maintain any hard surfaces fences walls drains or play equipment which are damaged or removed

2. OWNER'S COVENANTS - Management Company.

2.1 The Owner shall not cause or permit or suffer Occupation of any Dwelling permitted by the Planning Permission until the Management Company has been incorporated

2.2 On the Disposal of each Dwelling permitted by the Planning Permission to transfer a share in the Management Company to the purchaser of each Dwelling

2.3 The transfer for each Dwelling shall contain a covenant on the part of the Management Company to maintain the Public Open Space Areas and On-Site Drainage Works in accordance with the Planning Permission and the Public Open Space Areas Landscaping and Management Scheme and rules of good horticulture and husbandry and the approved On-Site Drainage Management and Maintenance Plan keeping the aforesaid properly maintained and shall contain a further covenant on the part of each Dwelling purchaser to pay a service charge in respect of the Management Company's maintenance of the Public Open Space Areas

2.4 The transfer of each Dwelling shall further contain appropriate provisions to ensure that successors in title to each Dwelling on the date of their acquisition of the Dwelling enter into a deed of covenant with the Management Company to discharge and perform the covenants referred to in paragraph 2.3

2.5 To transfer the Public Open Space Areas and (save for where the same is adopted by the Water Company) the On-Site Drainage Works to the Management Company prior to the sale of the final Dwelling permitted by the Planning Permission and not to cause permit or suffer the Occupation of the final Dwelling until the said transfer to the Management Company has been completed

2.6 The transfer of the Public Open Space Areas and the On-Site Drainage Works to the Management Company shall contain the following covenant for the benefit of the Council:

“To maintain the Public Open Space Areas and the On-Site Drainage Works in perpetuity in accordance with the approved Public Open Space Areas Landscaping and Management Scheme and the rules of good horticulture and husbandry, and the approved On-Site Drainage Management and Maintenance Plan”

2.7 As soon as is reasonably practicable after the completion of the transfer of the Public Open Space Areas and the On-Site Drainage Works the Owner shall notify the Council in writing and provide to the Council a copy of the Transfer.

2.8 Responsibility for the maintenance of the Public Open Space Areas and the On-Site Drainage Works shall not at any time be transferred to an alternative Management Company unless firstly the Council has been given a minimum of 28 (twenty eight) Working Days written notice that such a transfer is to take place and has issued its approval in writing thereto and secondly as part of the terms of the transfer the alternative Management Company supplies the Council with a deed of covenant whereby the alternative Management Company agrees to discharge and perform the obligations contained in this agreement in relation to the performance of the requirements of the approved Public Open Space Areas Landscaping Management Scheme and the On-Site Drainage Management and Maintenance Plan

DRAINAGE

Maintenance and Management of the On-Site Drainage Works

3.1. To fully comply with the approved On-Site Drainage Management and Maintenance Plan from the date that it is approved by the Council in accordance with the relevant conditions attached to the Planning Permission and at all times thereafter to manage and maintain the On-Site Drainage Works in accordance with the details set out in the approved On-Site Drainage Management and Maintenance Plan until the earlier of the date that the On-Site Drainage Works are transferred to a Management Company and or the date that the On-Site Drainage Works have been adopted by Yorkshire Water.

3.2. Until such time as the On-Site Drainage Works are adopted by Yorkshire Water the Council may upon reasonable not less than 48 (forty eight) hours prior notice

enter the Site in order to check and monitor compliance with the approved On-Site Drainage Management and Maintenance Plan.

3.3. In the event that the Council considers (acting reasonably) that the requirements of the approved On-Site Drainage Management and Maintenance Plan are not being complied with and unless the On-Site Drainage Works have been adopted by Yorkshire Water then the Council may (without prejudice to any other remedies available to the Council for breach of this agreement) 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.

3.4. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 3.3 of Part 4 of this First Schedule within 20 (twenty) Working 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.

3.5. No part of the Site upon which the On-Site Drainage Works are located shall be transferred or leased to any Management Company (as apart from Yorkshire Water in which case any transfer or lease may proceed without the approval of the Council) unless the identity of that Management Company has been approved by the Council (acting reasonably) in writing.

3.6. In seeking approval from the Council to any Management Company to whom the Owner intends to transfer or lease the On-Site Drainage Works they 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.

3.7. 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 On-Site Drainage Works.

3.8 For the avoidance of doubt, upon receipt by the Council of satisfactory evidence that the On-Site Drainage Works have been completed and the Council has so approved in writing, and upon completion of the transfer or lease of the On Site Drainage Works to any Management Company, the Owner shall not be liable for any

breach of a covenant, restriction or obligation contained in this paragraph 3 of this Part 4 of the First Schedule.

Adoption by a Water Company

3.9 Upon adoption by a Water Company under an agreement by way of s104 Water Industry Act 1991 or otherwise the obligations in paragraphs 3.1 to 3.8 (inclusive) of this Part 4 of this First Schedule shall thereafter cease and not be applicable

BIODIVERSITY CONTRIBUTION

4. To pay the Biodiversity Contribution to the Council in the following instalments:

4.1 one third of the Biodiversity Contribution prior to or immediately upon the Occupation of the third Dwelling and not to cause or permit the Occupation of the third Dwelling in the Development until such time as one third of the Biodiversity Contribution has been paid to the Council;

4.2 one third of the Biodiversity Contribution prior to or upon the Occupation of the seventh Dwelling and not to cause or permit the Occupation of the seventh Dwelling in the Development until such time as this second one third of the Biodiversity Contribution has been paid to the Council; and

4.3 the final one third of the Biodiversity Contribution prior to or upon the final Dwelling and not to cause or permit the Occupation of the final Dwelling in the Development until such time as this final one third of the Biodiversity Contribution has been paid to the Council.

SECOND SCHEDULE

(Council's Covenants)

The Council hereby covenants with the Owner:

General

1. That on the reasonable written request of the Owner 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 Off Site Public Open Space Contribution and any part or instalment of the Biodiversity Contribution.
3. Upon receipt to place the Off Site Public Open Space Contribution and the Biodiversity Contribution in a separate interest-bearing account
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. In the event the Off Site Public Open Space Contribution or any part or parts thereof are not expended or Committed within 10 (ten) years of the date of final payment of the relevant Contribution then the sum or sums not expended or Committed plus interest accrued (if applicable) will be repaid to the person who

paid the sum or sums or its nominee.

6. In the event the Biodiversity Contribution or any part or parts thereof are not expended or Committed within 30 (thirty) years of the date of full payment of the relevant Biodiversity Contribution or part of the same then the sum or sums not expended or Committed 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: -)

Assistant Director: Legal and Governance and Commissioning /

Authorised Signatory *JOHN CHAPMAN*



Executed as a deed by **VIVLY GRANGE MOOR LLP** acting by

PAUL STEWART BROWN duly authorised to sign on its behalf by

YORKSHIRE COUNTRY PROPERTIES (GRANGE MOOR) LIMITED as a member
of **VIVLY GRANGE MOOR LLP** in the presence of:

Signature of person authorised to sign for

YORKSHIRE COUNTRY PROPERTIES

(GRANGE MOOR) LIMITED

(on behalf of member)

Signature of witness:

Name of witness (in BLOCK CAPITALS):

STEVEN NAWNSHAW

Address of witness:

Executed as a deed by **VIVLY GRANGE MOOR LLP** acting by

ANDREW TULLIE duly authorised to sign on its behalf by

ALIOM INVESTMENTS LIMITED as a member of **VIVLY GRANGE MOOR LLP** in
the presence of:

Signature of person authorised to sign for

ALIOM INVESTMENTS LIMITED

(on behalf of member)

Signature of witness:

Name of witness (in BLOCK CAPITALS):

Address of witness: STEVEN HAWSWORTH

EXECUTED as a **DEED** on behalf of)

ALIOM INVESTMENTS LIMITED)

acting by a director) Director

the presence of: -)

Witness's signature: _____

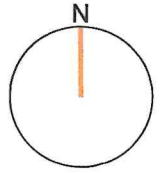
Name (print): STEVEN HAWSWORTH

Occupation: Retired

Address: ____

Annex 1
(Plan 1-Site location plan)

Plan 01 Referred to:-

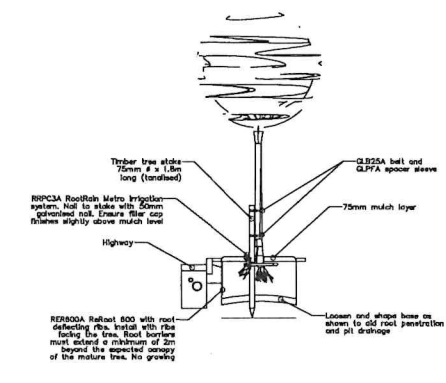


Scale - 1:1250 @ A4

Date - 10/07/24

1902

Annex 2
(Affordable Housing and POS Plan)



Soil Volume Calculations:

Tree Number	Species	Soil Volume Required	Soil Volume Available
T1	Prunus 'Pandora'	16m³	78m³
T2	Prunus 'Pandora'	16m³	78m³
T3	Malus sylvestris	16m³	
T4	Malus sylvestris	16m³	
T5	Betula pendula	30m³	218m³
T6	Betula pendula	30m³	
T7	Betula pendula	30m³	
T8	Sorbus aucuparia Cardinal Royal	8m³	27m³
T9	Sorbus aucuparia Cardinal Royal	8m³	
T10	Prunus 'Pandora'	16m³	24m³
T11	Prunus 'Pandora'	16m³	20m³
T12	Prunus 'Pandora'	16m³	20m³
T13	Prunus 'Pandora'	16m³	27m³
T14	Prunus 'Pandora'	16m³	55m³
T15	Sorbus aucuparia	16m³	145m³
T16	Prunus Avium	30m³	
T17	Prunus 'Pandora'	16m³	49m³

This drawing is the copyright of Rosetta Landscape Design and cannot be reproduced in any form without the express consent of the company. Written and scaled dimensions to be checked on site, any discrepancies reported prior to work commencing. If in doubt please ask.

This drawing has been prepared for the purpose of planning approval.

Planting Notes
Topsoil shall be a minimum of 400mm depth over planting beds and graded to fall. Imported topsoil must be BS5832:2007 compliant and existing topsoil must be cultivated in accordance with BS5832:2007. No cultivation should take place in wet waterlogged conditions.
Weedkillers and cultivation: Topsoil to be treated with two applications of herbicide prior to planting, where necessary, strictly in accordance with the Control of Pesticides Regulations 1985 (as amended 1987, or, otherwise, updated/superseded legislation) and following manufacturer's instructions by qualified staff. The topsoil shall then be cultivated to 150mm depth.
Planting: All planting and surfacing shall conform to BS 3306:1992 and BS 4428:1989.
Trees: Standard trees to be planted in pits 800x800x500mm or dimensions of rootball, whichever is greater. Heavy and Extra Heavy Standard trees to be planted in pits 1000x1000x600mm or dimensions of rootball, whichever is greater. All trees to be planted centrally within a tree pit. Tree stakes shall be of hard, untreated or other approved timber. They shall be round, rough sawn, straight, free from projections, large or edge knots and other defects and be pointed at the lower end. They shall be strong enough not to split when driven into the ground and when they are nailed to them (both initially and when adjusted). For Fast-track trees use 214 stakes (1.4m by 15mm) to be driven into ground 800mm, leaving 500mm above ground. For Selected Standard trees 212 stakes (1.7m by 10mm) and cross bar are required; stakes to be driven 900mm below ground leaving 500mm above ground. For Heavy Extra Heavy trees use 214 stakes (2.2m x 100mm) with a 900x100x50mm cross bar. Stakes to be driven into ground 1m leaving 1.2m above ground.
Semi-matured trees: Standard trees greater than 10m to be underground potted. Tree pits shall consist of a solid rubber spacer, hollowed on both sides and twice the width of such a width that the tree is held away from the stake and/or cross bar, and such that it does not rub against the stake and/or cross bar in any location and fixed so that nails do not scar bark, and 25mm wide rubber or rubber covered canvas strip of such a length to allow 50mm overlap after securing. The strip shall be flexible, slightly elastic and adjustable. Tree Fencing shall be galvanneal and not less than 38mm long with 16mm diameter heads.
Container grown shrubs, transplants and whips: Shrubs and transplants shall be planted in pits 300x300x400mm depth, and the backfill shall include 3 litres of push-bro mix and shrub compost. Where two or more shrub species are indicated within a single bed each species shall be randomly mixed throughout the bed in groups of 35.
Herbicide: Spot treat with herbicide throughout the maintenance period in accordance with the manufacturer's instructions.
Mats: Planting beds to receive 75mm depth pulverized ornamental bark mulch. Native woodland edge plants to be planted with 800g flux fibre mulch mat pinned to soil. Native hedgerows to be planted through 800g flux fibre mulch mat, edges sealed. Ensure the top of the mulch layer is a minimum of 15mm below adjacent pavements and other surfaces, to prevent spillage.
Plant position: Final position of trees and shrubs subject to confirmation of service location and approval of statutory undertakers.
Protection to planting: Native hedgerow plants to be protected by spiral shelters. Native trees and shrubs within mounds to be protected by shelter guards as supplied by Acorn Planting Products Ltd (01508 526713), or equivalent.
Ornamental hedging: Hedging to comprise a single row of plants, 600mm wide trench excavated to take plants and topsoil cultivated to 400mm depth prior to application of fertiliser.
Grass: All turf-laid areas to be cultivated and levelled as required removing any stones, rubble, subsoil, general construction waste.
Wildflower grassland: To be prepared and cultivated in 100mm depth of subsoil.
Planting Season: Bare-root shrubs to be planted between mid-November and mid-March dependent upon the planting season.

LEGEND

- Site boundary
- Existing vegetation to be retained
- Existing tree to be removed
- Proposed tree Selected (Standard)
- Proposed Native Hedge Mix
- Proposed hedge
- Proposed shrub bed
- Proposed grass to front of Plot 14 Naturescape flowering lawn mix
- Proposed grass to rear of Plots (seed)
- Proposed farm path
- Proposed wildflower mix Ennorgate EM10 'Tussock Mix' @ 4g/m²
- Low stone wall
- Timber Fence
- Estate Style Fence Colour - Grey
- Proposed circular timber tree bench www.rattanandleak.co.uk
- Proposed Root Protection barrier

Rev J: Revised to client comments - 14Oct24 (RP)
Rev I: not used
Rev H: Revised to client comments - 03Oct24 (RP)
Rev G: Revised to FBA Site Layout Phase 1 '22026-FBA-ZZ-DR-A-0708-P04' 09Sep24 (RP)
Rev F: Revised to FBA Site Layout Phase 1 '22026-FBA-ZZ-DR-A-0708-P16' 27Jun24 (RP)
Rev E: Revised to Farrar Bamforth Architecture Site Layout Phase 1 '22026-0708-P10' 29Nov23 (RP)
Rev D: Tree survey added - 20Nov23 (RP)
Rev C: Revised to Farrar Bamforth Architecture Site Layout Phase 1 '22026-0708' 15Nov23 (RP)
Rev B: Revised to client comments - 07Nov23 (RP)
Rev A: Revised to client comments - 01Nov23 (BP)
Base: Parker Peel 'Site Layout Plan' 2036-SI-02 received 07Feb22

PROJECT Denby Lane, Grange Moor
TITLE Detailed Landscape Proposals - Phase 2
CLIENT Yorkshire Country Properties
DATE 30 Oct 23 **SCALE** 1:250 **SHEET** A0
DRAWN RP **DRAWING NO** 3875/2
CHECKED BP **REVISION** J

ROSETTA LANDSCAPE DESIGN
Chartered Landscape Architects
Skegby's Nest, Main Street
Asham Road, York, YO26 5NA
Telephone +44 (0)1904 500410
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Web www.rosettalandscape.co.uk

Planting Schedule

Proposed Hedges (4m)					
Nr	Code	Tree Name	Specification	Girth	Height
410	Cb	Carpinus betulus		60-80cm	
648	Fs	Fagus sylvatica		60-80cm	
134	Lo	Ligustrum ovalifolium			
Total: 1193					

Native Hedge Mix (5m)					
Nr	Code	Plant Name	Root	%	
5	Ac	Acer campestre	BR	5%	
19	Cav	Corylus avellana	BR	20%	
25	Om	Crataegus monogyna	BR	30%	
10	Ia	Ilex aquifolium	BR	10%	
19	Ps	Prunus spinosa	BR	20%	
10	Sc	Salix caprea	BR	10%	
5	Ve	Viburnum opulus	BR	5%	
Total: 96					

Proposed Shrubs					
Nr	Code	Plant Name	Height	Ctrl (l)	Nrim2
11	CaS	Cornus alba 'Sibirica'	60-80cm	5-7.5L	3m²
36	HAG	Hebe Autumn Glory	20-30cm	2L	4m²
12	Hr	Hebe rakaiensis	30-40cm	5-7.5L	4m²
12	HRE	Hebe Red Edge	20-30cm	2L	4m²
25	LaH	Lavandula angustifolia 'Hidcot'	30-40cm	5L	4m²
8	PIOL	Prunus laurocerasus 'Otto Luyken'	40-60cm	5L	3m²
11	SJRu	Skimmia japonica 'Rubella'	30-40cm	5L	4m²
7	SoT	Salvia officinalis 'Tricolor'	20-30cm	2L	4m²
Total: 122					

Proposed Grasses					
Nr	Code	Plant Name	Height	Ctrl (l)	Nrim2
9	Pvll	Pennisetum villosum			4m²
Total: 9					

Proposed Trees					
Nr	Code	Tree Name	Specification	Girth	Height
3	Bp	Betula pendula	Selected Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
2	Msy	Malus sylvestris	Selected Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
1	Pa	Prunus avium	Heavy Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
8	PP	Prunus 'Pandora'	Selected Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
2	SaCR	Sorbus aucuparia 'Cardinal Royal'	Selected Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
2	Sau	Sorbus aucuparia	Selected Standard: Clear Stem 175-200: RB	10-12cm	300-350cm
Total: 18					

Annex 3

(Public Open Space Areas Landscaping and Management Scheme)

DENBY LANE, GRANGE MOOR
For Yorkshire Country Properties

LANDSCAPE MANAGEMENT SPECIFICATION

021902



Landscape Architects

Swallow's Nest, Main Street
Askham Richard, YORK, YO23 3PT

Telephone +44 (0)1904 500410

Email: design@rosettalandscap.co.uk
Web: www.rosettalandscap.co.uk

CONTENTS

- 1.0 INTRODUCTION
- 2.0 EXISTING TREES AND VEGETATION
- 3.0 GRASS AREAS
- 4.0 WILDFLOWER AREAS
- 5.0 SHRUB BEDS
- 6.0 NEW SPECIMEN TREES
- 7.0 HEDGING
- 8.0 HARD SURFACES

DRAWINGS 3875/2J DETAILED LANDSCAPE PROPOSALS

To be read in conjunction with drawings 3875/2J entitled Detailed Landscape which show the extent and location of each category of landscape below. See also Iain Tavendale Survey Details for Trees Report dated Nov 2023.

1.0 INTRODUCTION

1.1 Purpose of Report

1.1.1 The purpose of this report is to set out clearly the basic management/maintenance techniques appropriate to this site up to Year 5 in detail and basic recommendations beyond Year 5.

1.1.2 For the purpose of this report, on newly created landscapes, Year 1 begins 12 months after practical completion has been achieved, and the Defects Liability and Aftercare Period have been served and the site handed over.

1.1.3 The 12 months Aftercare Period should have included the following items:

- Maintaining a weed and litter free site
- Herbicide and fertiliser applications
- Ensuring mulch mats are secure and missing ones replaced
- Ensuring bark mulch is evenly spread to specified depth and is replenished as necessary
- Watering through periods without significant rainfall
- Replacing plants that have died in the 12 months since practical completion was achieved.

1.1.4 Generally all the planting should be according to the relevant drawing, in a healthy condition, and free from litter and competition from weed growth.

1.1.5 This landscape management specification shall last for the lifetime of the development.

1.2 Design Aims

1.2.1 The design vision for the whole site is to provide an attractive, planted context for the new dwellings and circulation areas. This will be achieved by retaining the existing vegetation along the site boundaries and augmenting this with new planting throughout the site.

1.2.2 The site will be subdivided into compartments around each new building to the use of extensive formal hedge planting containing lines of specimen trees.

1.2.3 Within each housing parcel, groups of specimen trees in grass together with occasional blocks of ornamental shrub planting (to define the front gardens of dwellings) will provide an attractive environment for those using the site (both residents and visitors).

1.2.4 The general aims of the management/maintenance plan are to present guidelines that enable the landscape to achieve the original design objectives whilst maintaining a presentable appearance at all times; these works are summarised in a table in the Appendix.

1.3 Climate change and biodiversity statement

- This document recognises that the breakdown in global climate and biodiversity is the most serious issue of our time and that the built environment is a major contributor, accounting for almost 40% of energy-related carbon dioxide emissions whilst also having a significant impact on our natural habitats.

- All works will be undertaken with the aim of ensuring that the built and natural environment has increased resilience and both are capable of adapting to the future climate.
- The works listed below will be reviewed on a regular basis to identify examples of best practice carbon reduction, climate resilience, biodiversity protection and improvement.
- In this regard, possible actions could include: reductions in mowing frequency; reducing soil fertility; use of renewable energy sources; use of electric equipment over petrol or diesel power; and phasing out the use of chemicals and plastics.

1.4 **The Specification**

The various landscape elements are collated together under the headings below. Their treatment is described in detail year by year up to Year 5 and with basic recommendations beyond Year 5.

Section 2.0	Existing Trees and Vegetation
Section 3.0	Grass Areas
Section 4.0	Wildflower Areas
Section 5.0	Shrub Beds
Section 6.0	New Specimen Trees
Section 7.0	Hedging
Section 8.0	Hard Surfaces

2.0 **EXISTING TREES AND VEGETATION** (see drawing for location and extent)

2.1 **Maintenance Objective**

The aim is to retain the existing character of the woodland areas, ensuring the health and safety of all specimens contained therein.

2.2 **General Maintenance Application to all Years**

2.2.1 Maintain existing tree areas litter free.

2.2.2 Do not allow adjacent residents to deposit rubbish, grass cuttings, or other deleterious materials within existing tree areas.

2.2.4 Inspect all existing trees on an annual basis and remove any deadwood. Cut back any limbs overhanging footpaths. Fell any tree that has become damaged. Cut up and remove branches. Cut up major limbs and leave on site to provide a habitat for invertebrates. Replace with feathered tree of same species, together with stake and tie, and maintain as New Specimen Trees (see Section 6).

2.2.5 Visits to site shall be made at the following intervals:

Grass cutting – normally every 10-14 days but frequency shall be adjusted as necessary to maintain height of sward within stated range.

Planting areas – monthly throughout growing season and as necessary during dormant season to resolve any outstanding items.

Inspection visit – annually in autumn to review state of plant growth and identify action required for the forthcoming growing season.

3.0 GRASS AREAS (see drawing for location and extent)**3.1 Maintenance Objective**

The maintenance objective is to provide an even standard of vegetation of uniform height and colour comprising of predominantly grass species, with no more than 5% dichotyledonous plants.

3.2 Maintenance Operations – Year 1 and beyond

Mowing shall be carried out using a cylinder or rotary mower where appropriate to maintain the vegetation within the limits of 20mm and 50mm during April to September inclusive and between 30mm and 60mm during the rest of the year. The clippings may be returned but must be distributed evenly over the surface, and at no time shall the layer of clippings be of such a depth that will affect the growth of the sward.

3.2.1 Where necessary grass area may be sprayed overall with a suitable approved selective herbicide in accordance with the manufacturer's instructions. Alternatively, spot weeding of isolated weed infestation may be carried out.

3.2.2 Scarify grass annually in the autumn.

3.2.3 Apply organic fertiliser in the spring and autumn.

3.2.4 Spike for aeration to 150mm depth annually.

3.2.5 Remove all litter, debris, and deleterious material from the site at regular intervals and prior to mowings.

3.2.6 All edges of grass areas, against buildings, footpaths, roadways, trees, posts, and any other obstructions shall be kept neat and tidy by use of hand/mechanical edge trimmer or herbicide as appropriate.

3.2.7 Reinstatement by re-turfing or re-seeding of worn areas shall be undertaken as necessary and at the appropriate time of year.

4.0 WILDFLOWER AREAS (see drawing for location and extent)**4.1 Maintenance Objective**

The purpose of the wildflower areas is to form attractive grassed areas containing diverse grassland species that will increase the habitat diversity of the open spaces principally along the northern site boundary.

Newly seeded areas

4.4 Maintenance Operations - Year 1

Cut once per year in Aug/September, or if needed to be cut twice, this should be in April. Minimum height of cut to be 50mm. Re-seed any areas that do not establish. Maintain free of invasive weeds by spot treating with herbicide (or by hand weeding in areas adjacent to any watercourse).

4.5 Year 2 onwards

Cut once per year in Aug/September, or if needed to be cut twice, this should be in April. Minimum height to be minimum 50mm.

5.0 SHRUB BEDS (see drawing for location and extent)**5.1 Maintenance Objective**

To maintain a boscage of shrub growth to cover as much as possible of the border area and allowing the individual plants to achieve as nearly as possible their natural form. Maintain the borders free of visible weeds and shape and prune the shrubs to avoid obstructing pathways or blocking light to windows.

- 5.1.1 Any of the proposed planting that does not establish its self throughout the first 5 years must be replaced with the same species specified in drawing 3875/2J. This is to ensure full establishment of the proposed vegetation.

5.2 Maintenance Operations - Year 1

- 5.2.1 Immediately after planting, and thereafter yearly, in the appropriate season for the species involved, prune the shrubs to develop their desirable ornamental characteristics. At the same time remove intermediate plants that are restricting the natural and attractive development of their neighbours. These plants may be used to fill gaps produced elsewhere in the scheme where species have not been as successful in their development. Remove all arisings from site.

- 5.2.2 Carry out appropriate maintenance operations as indicated on the planting schedule on the landscape drawing. The following maintenance operations to be applied as appropriate to the relevant species:

- Hard prune March – April (where species flowers on current year's wood)
- Remove flower wood after flowering (where species flowers on last year's wood)
- Clip or trim to maintain shape and bushy habit.

- 5.2.3 Maintain the soil surface substantially free of weeds (less than 5% weed cover) by spot treating with Glyphosate or approved equivalent during the growing season.

- 5.2.4 Top up mulch to 75mm depth as required.

- 5.2.5 Replace any dead or missing plants to the original specification.

5.3 Year 2

- 5.3.1 Prune the shrubs as much as is necessary to achieve their desirable ornamental features (flowering, autumn colours, overcrowded, leggy plants etc.), following sound horticultural practices, and to prevent them overgrowing footpaths or blocking light to windows. Carry out any maintenance operations as indicated in Item 5.2.2.

- 5.3.2 Remove all arisings from site as well as any damaged dead or diseased parts of the shrub.

- 5.3.3 Maintain any visible surface soil free of weeds as specified for newly planted borders.

- 5.3.4 Apply organic fertiliser prior to commencement of the growing season, except adjacent to any watercourses, prior to re-mulching any bare areas where necessary.

- 5.3.5 Apply fungicide/insecticide to any plants suffering from fungal infection or insect attack as per manufacturer's instructions.

5.4 Year 3 & Year 4

5.4.1 Repeat all the procedures as in Year 2.

5.4.2 Maintain any visible surface soil free of weeds (less than 5% weed cover) by applying an annual dressing of approved residual herbicide in the winter months and spot treating with Glyphosate or approved equivalent during the growing season.

5.5 Year 5

5.5.1 Repeat all the procedures as in Year 2 except item 5.3.4.

5.5.2 Thin out over mature plants that are becoming unsightly and have outgrown their useful life. Replace these with young plants as per the original specification where gaps remain.

5.6 Beyond Year 5

The above 5-year cycle should be repeated thereafter except omit Item 5.3.4. Maintain bare patches weed and litter free, however allow the growth of self-seeded, regenerated shrub species. Formative prune shrubs as required to achieve their desirable ornamental features as Item 5.2.2.

6.0 NEW SPECIMEN TREES (see drawing for location and extent)**6.1 Maintenance Objective**

Establish a stable and healthily growing tree within three years from planting with a well-shaped framework for future growth.

6.1.1 Any of the proposed planting that does not establish its self throughout the first 5 years must be replaced with the same species specified in drawing 3875/2J. This is to ensure full establishment of the proposed vegetation.

6.2 Maintenance Operations - Year 1

6.2.1 A one metre diameter circle is to be maintained weed free around all specimen trees. Circle to be topped up with mulch and spot treated as necessary to maintain weed free. The bases of trees in planted beds to be absorbed into the general maintenance of the areas in which they occur.

6.2.2 All dead and missing specimen trees or trees which fail to develop properly during the first season after planting shall be replaced. Specification for replacements shall be the same as for their originals.

6.2.3 Water newly planted trees throughout the summer months (April to September) at weekly intervals after any period of four weeks without significant rainfall (less than 5mm). Apply sufficient water to thoroughly wet the top 150mm of soil around the tree roots. This will normally require 10 litres for a seedling or whip and 20 litres for a standard tree.

6.2.4 Check stakes and ties for firmness and support and adjust or replace as necessary. Check once a year in late spring.

6.2.5 Firm the soil around the roots to ensure that the tree is securely planted in the ground and upright.

6.2.6 Formative prune the tree to remove any dead, diseased or damaged shoots and create a balanced form for future growth.

6.3 Year 2

- 6.3.1 Begin phased removal of tree stakes and ties beginning with the stakes of the most vigorous and established trees, except in special circumstances.
- 6.3.2 Repeat procedures 6.2.1 to 6.2.3 inclusive.
- 6.3.3 Apply organic fertiliser prior to commencement of growing season at a rate of 30 litres per tree.

6.4 Year 3

- 6.4.1 Continue phased removal of tree stakes and ties beginning with the stakes of the most vigorous and established trees, except in special circumstances.
- 6.4.2 Repeat procedures 6.2.1 to 6.2.3 inclusive.
- 6.4.3 Thin out competing species of plants around the bases of specimen trees occurring in planted beds to reduce competition.
- 6.4.4 Apply organic fertiliser prior to commencement of growing season at a rate of 30 litres per tree.

6.5 Year 4

- 6.5.1 Continue phased removal of tree stakes and ties beginning with the stakes of the most vigorous and established trees, except in special circumstances.
- 6.5.2 Repeat procedures 6.2.1 to 6.2.3 inclusive.
- 6.5.3 Apply organic fertiliser prior to commencement of growing season at a rate of 30 litres per tree.

- 6.6 **Year 5 and beyond**
Repeat procedures 6.2.1 to 6.2.3 inclusive.

7.0 HEDGING (see drawing for location and extent)**7.1 Maintenance Objective**

All hedges to be carefully and regularly clipped with line and level being maintained to promote a dense, uniform and tidy appearance, according to the type of hedge and situation. Regularly mow or otherwise control any weed or grass growth at the base of the hedge so that it does not detract from the overall appearance. Maintain litter free beds (applicable to all years).

- 7.1.1 Any of the proposed planting that does not establish its self throughout the first 5 years must be replaced with the same species specified in drawing 3875/2J. This is to ensure full establishment of the proposed vegetation.

7.2 Maintenance Operations - Year 1

- 7.2.1 Spot treat any weeds with Glyphosate (or similar approved) during the growing season prior to topping up with 75mm depth bark mulch where applicable to suppress weeds and retain soil moisture. Carefully clip and prune the top and sides of the hedge to promote dense growth to

ground level and in the desirable parameters that the hedge will eventually attain. Prune the top of the hedge only when it has achieved its desired height (50-80cm).

7.3 Year 2

Water recently replaced plants as necessary to ensure establishment. Apply fungicide and or insecticide to any plants suffering from fungal infection or insect attack. Repeat all operations as for Year 1.

7.4 Year 3

Repeat procedures as for Year 2 above, residual herbicide may be applied to bare ground in accordance with manufacturer's instructions.

7.5 Year 4

Hedge should be dense and clothed in leaves to ground level, no further requirement for spot treating weeds or topping up mulch. Replace dead or missing plants as necessary to maintain the hedge density. Clip the top and sides of the hedges to maintain true and even levels and using suitable mechanical cutters to retain shape and height. Remove any cuttings lodged in the surface of the hedge and rake up and remove all arisings. Allow for the operation to be carried out to suit the species and the position of the hedge as follows:

7.5.1 Formal hedge (Beech and hornbeam) - cut once every four weeks in the main growing season.

7.5.3 Existing hedge along boundary edges - cut once a year in late summer.

7.6 Year 5 and beyond

Repeat procedures as for Year 4 above.

8.0 HARD SURFACES

8.1 Maintenance Objective

To maintain in a safe and tidy condition suitable for use by all site users – both tenants and visitors.

8.2 Maintenance Operations - Year 1 onwards

Inspect footpath surfaces and repair as required to ensure that they are safe. Collect all litter and remove from site

rp/ROSETTA LANDSCAPE DESIGN
NOVEMBER 2024

projects/docs/3875-LMS&schedules-09Oct24

APPENDIX

OPERATIONAL SCHEDULES

Note: numbers in brackets after each heading refer to section within main text which contains a full description of each operation

Operation	Year					Proposed frequency	Restrictions
	1	2	3	4	5		
Existing Trees and Vegetation (2.0)							
Undertake annual walkover inspection.	#	#	#	#	#	Annually	Any required works to TPO trees to have permission of local authority
Identify areas where rubbish, grass cuttings or other materials have been deposited; remove from site.						Monthly	Advise landowner for need for action to address problem (e.g. speak to adjacent tenants)
Remove any failing/dead material on health and safety (or visual) grounds.	#	#	#	#	#	As required	Undertake works out of bird nesting season. Cut up major limbs and leave on site to provide a habitat for invertebrates; remove smaller branches off site
Remove any non-native or invasive species. Replace with feather of appropriate species and maintain as New Specimen Trees.	#	#	#	#	#	As required	Undertake works out of bird nesting season.
Grass Areas (3.0)							
Maintain amenity grass to uniform height as specified	#	#	#	#	#	Normally fortnightly	Adjust frequency as appropriate to weather conditions and growth rate
Apply organic fertiliser	#	#	#	#	#	Once annually	In spring or autumn
Apply selective herbicide	#	#	#	#	#	Once annually	As instructed by landscape architect
Scarify or spike for aeration to 150 mm depth as appropriate	#	#	#	#	#	Once annually	
Reinstate any damaged areas as required by re-seeding or re-turfing		#	#	#	#	Annually in season	
Maintain edges against buildings, footpaths, roadways, etc neat and tidy by mechanical or chemical means.	#	#	#	#	#	Once annually	Employ mechanical means in areas adjacent to any watercourse

Operation	Year					Proposed frequency	Restrictions/Notes
	1	2	3	4	5		
Wildflower Areas (4.0)							
Cut to 50 mm height and remove arisings off-site	#	#	#	#	#	June and September	
Re-seed any areas that do not establish	#	#	#	#	#	Annually in season	
Maintain free of invasive weeds by spot treating with herbicide	#	#	#	#	#	Monthly	Employ hand weeding in areas adjacent to any watercourse
Ornamental Shrub Beds (5.0)							
Maintain shrub beds weed free	#	#	#	#	#	Monthly	Avoid use of chemicals in areas containing herbaceous plants or bulbs
Apply organic slow-release fertiliser		#	#	#		Once annually	In March or April
Check firmness of shrubs and re-firm as required	#	#	#	#	#	Monthly	Carry out additional checks after exceptionally windy or frosty weather during years 1-2
Prune shrubs to remove damage and to develop their desirable ornamental characteristics	#	#	#	#	#	Once annually	Either (i) hard prune March-April or (ii) remove flower wood after flowering (dependent on species)
Replace defective and failed plant material	#	#	#	#	#	Once annually	Review density of bed and only replace if gaps are evident
Top up mulch to original depth	#	#	#			Once annually	In March or April
Litter pick/remove fly tipping. Remove all arisings.	#	#	#	#	#	Monthly	Check for harbouring wildlife.
Water as required	#	#	#			As required	Weekly April to September during prolonged dry weather
New Specimen Trees (6.0)							
Maintain tree circles in grass weed free	#	#	#	#	#	Monthly	Avoid use of chemicals in sensitive/nature conservation areas
Apply organic fertiliser	#	#	#			Once annually	In March or April
Check firmness of trees and re-firm is required	#	#	#			Monthly	Carry out additional checks after exceptionally windy or frosty weather during years 1-2

Operation	Year					Proposed frequency	Restrictions/Notes
	1	2	3	4	5		
Prune damaged branches	#	#	#	#	#	As required	Prune as soon as identified
Check tree stakes/ties and repair/replace	#	#	#			Every three months	Replace as soon as identified with materials to existing specification
Check establishment of trees and remove stakes if necessary			#	#	#	As required	Commence with most vigorous and well-established trees
Replace defective and failed trees	#	#	#	#	#	Once annually in planting season	Replace all failures in year one and thereafter as agreed at annual walkover
Top up mulch to tree circles in grassed areas	#	#	#	#	#	Once annually	In March or April
Litter pick	#	#	#	#	#	Monthly	Remove all risings from site to tip in accordance with relevant Waste Management Regulations
Water as required	#	#	#			As required	Weekly April to September during prolonged dry weather
<i>Hedging (7.0)</i>							
Maintain 300 mm diameter area around each plant weed free by mechanical or chemical means	#	#	#	#	#	Monthly	Avoid use of chemicals in sensitive areas
Check firmness of plant material and re-firm is required	#	#	#			Monthly	Carry out additional checks after exceptionally windy or frosty weather during years 1-2
Cut formal hedge (Cherry Laurel and Photinia) throughout main growing season	#	#	#	#	#	Monthly	
Lightly trim new mixed native hedge (Hawthorn, Hazel, Holly, Guelder Rose and Blackthorn)	#	#	#	#	#	Once a year in autumn or winter	Additional cut in early June where it overhangs footpaths
Maintain existing height of hedge along eastern site boundary	#	#	#	#	#	Once a year in late summer	

Operation	Year					Proposed frequency	Restrictions/Notes
	1	2	3	4	5		
Replace dead or missing plants	#	#	#	#	#	Once annually	Replace to original specification where gaps occur
Top up mulch to original depth	#	#	#			Once annually	In March or April
Water as required	#	#	#			As required	Weekly April to September during prolonged dry weather
Litter pick	#	#	#	#	#	Monthly	Remove all risings from site to tip in accordance with relevant Waste Management Regulations
<i>Hard Surfaces (8.0)</i>							
Inspect footpath surfaces and repair as required to ensure that they are safe.	#	#	#	#	#	Once annually	
Collect all litter and remove from site	#	#	#	#	#	Monthly	