

THE COUNCIL OF THE BOROUGH OF KIRKLEES

And

EBORACUM 3 LIMITED

And

MILLER HOMES LIMITED

**Agreement under Section 106A
of the Town and Country Planning Act 1990**

Land off Hermitage Park, Lepton, Huddersfield, HD8 0JU

2025/90105

Iken 107781

THIS DEED is made the 27th day of AUGUST 2025

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and
- (2) **EBORACUM 3 LIMITED** (Co. No. 08499658) whose registered office is at 12 Helmet Row, London, EC1V 3QJ (**the Owner**); and
- (3) **MILLER HOMES LIMITED** (Scot Co. Reg. No. SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (**the Developer**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area in which the Site is situated and is identified in the Principal Agreement as the authority by whom the obligations created by the Principal Agreement are enforceable
- (B) The Owner is the freehold owner of the Site
- (C) The Developer has applied to the Council pursuant to Section 73 of the 1990 Act to carry out the Development (as originally defined in the Principal Agreement) without complying with certain conditions attached to the Planning Permission (as originally defined in the Principal Agreement)
- (D) The Council are minded to approve the Variation Application subject to the completion of this Agreement to the effect that the obligations that restricted the Development continue to do so subsequent to the grant of the Variation Permission as defined herein

OPERATIVE PARTS

1 Definitions

1.1 In this Agreement the following expressions shall have the following meanings

<u>Expression</u>	<u>Meaning</u>
Principal Agreement	the agreement dated 7 November 2023 made pursuant to (inter alia) Section 106 of the 1990 Act between the Council of the Borough of Kirklees (1) Eboracum 3 Limited (2) and KCS Development Limited (3)
Variation Application	the application submitted to the Council pursuant to Section 73 of the 1990 Act to carry out the Development without complying with conditions attached to the Planning Permission expressed as: “Variation of conditions 6 (PROW), 9 (boundary treatment), 38 (bin collection), 40 (car parking) and 41 (access) of previous outline permission 2022/91735 (with access and layout) for the erection of 80 dwellings and associated work” and allocated application number 2025/90105
Variation Permission	the planning permission which may be granted by the Council pursuant to the Variation Application

1.2 All other expressions in this Agreement shall have the meaning set out in Clause 1 of the Principal Agreement

2 Legal effect

2.1 This Agreement is made pursuant to both Section 106 and 106A of the 1990 Act

2.2 This Agreement is conditional on the grant by the Council of the Variation Permission

3 Variation of the Principal Agreement

3.1 It is hereby agreed that the Principal Agreement is varied as follows:

3.1.1 the plan labelled "Plan 1" at Annex 1 of the Principal Agreement shall be substituted with the new Plan 1 attached to this Agreement at Annex A

3.1.2 the plan labelled "Plan 3284-0-002 Rev II" at Annex 2 of the Principal Agreement shall be substituted with the new Plan 2 attached to this Agreement at Annex B

3.1.3 a new annex shall be inserted into the Principal Agreement after Annex 2 and titled "Annex 3"

3.1.4 a new Plan 3 attached to this Agreement at Annex C shall be inserted into the Principal Agreement at new Annex 3

3.1.5 a new annex shall be inserted into the Principal Agreement after Annex 3 and titled "Annex 4"

3.1.6 a new Plan 4 attached to this Agreement at Annex D shall be inserted into the Principal Agreement at new Annex 4

3.1.7 a new definition of "Administration Charge" shall be inserted after the definition of "Additional First Homes Contribution" as follows:

 "Administration Charge" means 1% (one percent) of the Affordable Housing Financial Contribution"

3.1.8 the definition of "Affordable Housing" shall be amended by the deletion of the final three lines which follow the words "on the open market"

3.1.9 a new definition of "Affordable Housing Dwelling(s)" shall be inserted after the definition of "Affordable Housing"

 "Affordable Housing Dwelling(s)" means those Dwellings provided as Affordable Housing which comprise 20% (twenty per cent) of the Dwellings on Site with a split of

19% (nineteen per cent) Shared
Ownership Dwellings 25% (twenty-
five per cent) First Homes and 56%
(fifty-six per cent) Affordable
Rented Dwellings”

3.1.10 a new definition of “Affordable Housing and Housing Mix SPD” shall be inserted after the new definition of "Affordable Housing Dwelling(s)" as follows:

““Affordable Housing and Housing Mix SPD” means the Council's Affordable Housing and Housing Mix SPD dated March 2023 or any such document that supersedes this.”

3.1.11 a new definition of “Affordable Housing Financial Contribution” shall be inserted after the definition of "Affordable Housing and Housing Mix SPD" as follows:

““Affordable Housing Financial Contribution” means the payment to be made in lieu of the provision of on-site Affordable Housing (or a full complement of) calculated as described in the Affordable Housing and Housing Mix SPD”

3.1.12 the definition of “Affordable Housing Plan” shall be amended by the insertion of the words “as shown on Plan 4” after the words “the Development”

3.1.13 a new definition of “Affordable Rent” shall be inserted after the definition of “Affordable Housing Plan” as follows:

““Affordable Rent” means a rent which is no more than 80% (eighty per cent) of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods”

3.1.14 a new definition of “Affordable Rented Dwellings” shall be inserted after the definition of “Affordable Rent” as follows:

““Affordable Rented Dwellings” means the Affordable Housing to be provided at an Affordable Rent shown on the Affordable Housing Plan by a Registered Provider and which complies with the definition of Affordable Housing for Rent in Annex 2 of the NPPF”

3.1.15 a new definition of “Contract” shall be inserted after the definition of “Compliance Certificate” as follows:

““Contract” means a contract or contracts with a Registered Provider(s) for the construction and subsequent transfer of the unencumbered freehold or long-leasehold interest in the relevant Affordable Rented Dwellings and/or Shared Ownership Dwellings”

3.1.16 a new definition of “Eligible Person” shall be inserted after the definition of “Education Contribution” as follows:

““Eligible Person” means an individual who is unable to afford a home that meets their needs on the open market”

3.1.17 a new definition of “Nominations Agreement” shall be inserted after the definition of “Mortgagee” as follows:

““Nominations Agreement” means an agreement between the Council and the Owner setting out the selection and prioritisation of tenants and occupiers of the Affordable Housing”

3.1.18 a new definition of “NPPF” shall be inserted after the definition of “Nominations Agreement” as follows:

“NPPF” means the National Planning Policy Framework published by the Department for Housing, Communities and Local Government December 2024 and any document that supplements or replaces it.”

3.1.19 the definition of “Off-Site Public Open Space Contribution” shall be amended by the insertion of the words “paragraph 4” after the word “with” so as to read “means the sum payable in accordance with paragraph 4 of the First Schedule”

3.1.20 the definition of “On-Site Drainage Management and Maintenance Plan” shall be amended so that the word “perpetuit” is corrected to “perpetuity”

3.1.21 the definition of “On-Site Drainage Works” shall be amended as follows:

“On-Site Drainage Works” means a sustainable urban drainage system (“SUDS”) together with associated infrastructure to be installed within the Site in accordance with paragraph 7.1 of the First Schedule and scheme of works approved pursuant to condition 29 of the Variation Permission”

3.1.22 the definition of “Plan 1” shall be deleted and substituted with the following:

“Plan 1” means the plan labelled ‘Location Plan’ attached hereto at Annex 1”

3.1.23 a new definition of “Plan 2” shall be inserted after the definition of “Plan 1” as follows:

“Plan 2” means the plan labelled ‘Site Layout Plan’ attached hereto at Annex 2 or such alternative

plan as may be approved in writing by the Council”

3.1.24 a new definition of “Plan 3” shall be inserted after the definition of “Plan 2” as follows:

““Plan 3” means the plan labelled ‘POS Typologies Plan’ attached hereto at Annex 3 or such alternative plan as may be approved in writing by the Council”

3.1.25 a new definition of “Plan 4” shall be inserted after the definition of “Plan 3” as follows:

““Plan 4” means the Affordable Housing Plan labelled as such and attached hereto at Annex 4 or such alternative plan as may be approved in writing by the Council”

3.1.26 The definition of “Planning Permission” shall be deleted and replaced with the following:

““Planning Permission” means the planning permission granted pursuant to the Application and/or the Variation Permission”

3.1.27 a new definition of “Practical Completion” shall be inserted after the definition of “Planning Permission” as follows:

““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”

3.1.28 a new definition of “Protected Tenant” shall be inserted after the definition of “Price Cap” as follows:

““Protected Tenant”

means any tenant who:

- a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being enforced (or any equivalent contractual right) in respect of a particular Affordable Housing;
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing;
- c) has acquired an Affordable Housing from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;
- d) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing and the tenant has subsequently purchased from the Registered Provider all the

remaining shares so that the tenant owns the entire Affordable Housing;

and

any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) above”

3.1.29 a new definition of “PROW Scheme” shall be inserted after the definition of Protected Tenant as follows:

““PROW Scheme”

means the scheme to enable the stopping up diversion and improvement of part of the existing public right of way and creation of new public rights of way across the Site in accordance with the details approved pursuant to the Planning Permission to include:

- a) the standards and specifications of the new public rights of way and the works to improve part of the existing public right of way;
- b) a proposed timetable for the stopping up of the existing public rights of way the improvement works to the existing public right of way and the creation of the new public rights of way; and
- c) details of how the new public rights of way shall be maintained unless and until adopted by the Council and maintained at the public expense”

3.1.30 the definition of “Public Open Space Areas” shall be deleted and substituted with the following:

“Public Open Space Areas” means those areas of public open space on the Site shown on Plan 3 and laid out and landscaped in accordance with the approved Public Open Space Areas Landscaping and Management Scheme”

3.1.31 a new definition of “Registered Provider” shall be inserted after the definition of “Reasonable Endeavours” as follows:

“Registered Provider” means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council”

3.1.32 a new definition of “Reserved Matters” shall be inserted after the definition of “Reasonable Endeavours” as follows:

“Reserved Matters” means the approval of matters reserved for later determination pursuant to the outline element of the Planning Permission”

3.1.33 a new definition of “RP Dwellings” shall be inserted after the definition of “Reserved Matters” as follows:

“RP Dwellings” means the Affordable Rented Dwellings and the Shared Ownership Dwellings that are to be transferred to a Registered Provider”

3.1.34 a new definition of “Shared Ownership Dwellings” shall be inserted after the definition of “Secretary of State” as follows:

“Shared Ownership Dwellings” means the Affordable Housing shown on the Affordable Housing Plan in accordance with the

Ownership Dwellings” following conditions (i) sold on the basis of a Shared Ownership Lease (ii) the landlord is a Registered Provider and (iii) which complies with the definition of ‘Other affordable routes to home ownership’ in Annex 2 of the NPPF and reference to “Shared Ownership Dwelling” shall be construed accordingly”

3.1.35 a new definition of “Shared Ownership Lease” shall be inserted after the definition of “Shared Ownership Dwellings” as follows:

“Shared Ownership Lease” means such lease as shall substantially be in accordance with the Homes England model form of shared ownership lease or such other successor bodies model form of lease current at the date of this Agreement”

3.1.36 the definition of “Sustainable Travel Contribution” shall be amended by the insertion of the word “Fund” after the word “Travel” so as to read “Sustainable Travel Fund Contribution”

3.1.37 a new definition of “Valuation” shall be inserted after the definition of “Valid Invoice” as follows:

““Valuation” means an independent written assessment of the Open Market Value of a Dwelling prepared by a Valuer”

3.1.38 a new definition of “Valuer” shall be inserted after the definition of “Valuation” as follows:

““Valuer” means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the Registered Provider or the First Home Owner as

appropriate and acting in an independent capacity”

3.1.39 a new definition of “Variation Application” shall be inserted after the definition of “Valid Invoice” as follows:

“Variation Application” means the application for the variation of conditions 6 (PROW), 9 (boundary treatment), 38 (bin collection), 40 (car parking) and 41 (access) of the Planning Permission and allocated application number 2025/90105

3.1.40 the definition of “Variation Permission shall be inserted after the definition of “Variation Application” as follows:”

“Variation Permission” means the planning permission to be granted by the Council pursuant to the Variation Application”

3.1.41 the definition of “Water Company” shall be deleted and substituted with the following:

““Water Company” means a licensed water company that is regulated by the Water Services Regulation Authority and known as ‘OFWAT””

3.1.42 a new Clause 9 shall be inserted as follows:

“9.1 In the event that that the Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the 1990 Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Application Variation Application Variation Permission Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed

accordingly so that the planning obligations in this Agreement shall apply to development under such subsequent planning permissions save where the Council in its consideration of such an application for the new planning permission indicates that consequential amendments are required to this Agreement to reflect the impact of such application under Section 73 of the 1990 Act and in such circumstances a separate Agreement pursuant to Section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission”

3.1.43 a new heading “AFFORDABLE HOUSING” shall be inserted at a new paragraph 1A of the First Schedule after paragraph 1.3.4.2

3.1.44 new paragraphs 1A1 to 1A5 shall be inserted as follows:

“1A1 PROVISION OF ON-SITE AFFORDABLE HOUSING

1A1.1 As part of the carrying out of the Development the Owner shall ensure that the Affordable Housing shall be provided in accordance with the:

1A1.1.1 Affordable Housing Plan; and

1A1.1.2 Planning Permission

1A1.2 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 to the Council regarding the Commencement of Development the Practical Completion and the sale of each Affordable Housing to the Council when requested (such request not to be made more than twice a year).

1A1.3 The Owner shall not cause or permit the Occupation of more than:

1A1.3.1 25% (twenty-five per cent) of the Market Dwellings until 15% (fifteen per cent) of the Affordable Housing have been constructed and are ready for Occupation;

1A1.3.2 50% (fifty per cent) of the Market Dwellings until 40% (forty per cent) of the Affordable Housing have been constructed and are ready for Occupation;

1A1.3.3 75% (seventy-five per cent) of the Market Dwellings until 80% (eighty per cent) of the Affordable Housing have been constructed and are ready for Occupation;

1A1.3.4 90% (ninety per cent) of the Market Dwellings until 100% (one hundred per cent) of the Affordable Housing have been constructed and are ready for Occupation;

1A2 TRANSFER OF RP DWELLINGS

1A2.1 Not later than the Commencement of Development the Owner shall offer the RP Dwellings to one or more Registered Provider(s) together with providing details to the Council of the Registered Provider(s) to whom the RP Dwellings have been offered (the "Initial Offer").

1A2.2 Following the date of the Initial Offer the Owner shall use Reasonable Endeavours to enter into Contract for the RP Dwellings to a Registered Provider(s) and shall repeat this obligation as often as is necessary until such time as a Registered Provider(s) has confirmed its willingness 'subject to contract' to purchase the RP Dwellings.

1A2.3 In the event that:

1A2.3.1 despite using its Reasonable Endeavours the Owner has not entered into a Contract with a Registered Provider(s) for the transfer of the RP Dwellings within a period of 12 (twelve) months from the date of the Initial Offer (or such shorter period of time that may be agreed in writing by the Council); and

1A2.3.2 the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used Reasonable Endeavours throughout the 12 (twelve) month period to enter into such binding Contract the Owner will be free to offer such Dwellings for sale on the open market but the provisions of paragraph 1A2.4 of this First Schedule apply.

1A2.4 In the event that the Owner is free to offer some or all of the RP Dwellings for sale on the open market pursuant to the provisions of paragraph 1A2.3 of this First Schedule:

1A.2.4.1 the Owner shall serve a written notice on the Council confirming that they intend to sell some or all of the RP Dwellings on the open market (“Owner’s Notice”)

1A2.4.2 the Owner shall within 28 (twenty-eight) Working Days of the date of the Owner’s Notice pay to the Council the relevant Affordable Housing Financial Contribution and the Administration Charge.

1A2.4.3 Following confirmation by the Council of receipt of the Affordable Housing Financial Contribution and Administration Charge the Owner may dispose of such RP Dwelling(s) on the open market free of the provisions of this First Schedule.

1A3 AFFORDABLE RENTED DWELLINGS

1A3.1 The following provisions of this paragraph shall apply to any Affordable Housing that are to be provided as Affordable Rented Dwellings in accordance with the Affordable Housing Plan.

1A3.2 Unless as otherwise set out in this Agreement not to let or otherwise permit the letting of any Affordable Rented Dwellings to any person(s) other than in accordance with the following:

1A3.2.1 at an Affordable Rent; and

1A3.2.2 the rent at each re-letting shall be calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.

1A3.3 Not cause or permit the Occupation of any Affordable Rented Dwellings other than by an Eligible Person(s) in accordance with the Council’s Choice Based Letting System “Choose ‘n’ Move” or such successor policy and the Registered Provider shall enter into a Nominations Agreement to be agreed with the Council.

1A4 SHARED OWNERSHIP DWELLINGS

1A4.1 The following provisions of this paragraph shall apply to any Affordable Housing that are to be provided as Shared Ownership Dwellings in accordance with the Affordable Housing Plan.

1A4.2 Unless as otherwise set out in this Agreement no Shared Ownership Dwelling shall be Occupied other than by an Eligible Person pursuant to a Shared Ownership Lease.

1A4.3 Allocation of the Shared Ownership Dwellings shall be in accordance with the Registered Provider's own allocations policy.

1A4.4 Every time a Shared Ownership Dwelling shall become available for Occupation again in the future it shall be allocated on the same terms as expressed in paragraph 1A4.2 and 1A4.3 above.

1A5 EXCLUSIONS

1A5.1 The obligations in this First Schedule shall not be binding on:

1A5.1.1 any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant) or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;

1A5.1.2 a Registered Provider save for the provisions of 1A3 and 1A4 of this First Schedule

1A5.1.3 any purchaser of an individual Affordable Housing from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Housing or any person deriving title from that individual mortgagor or purchaser.

1A5.2 This First Schedule shall not be binding on a 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 whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1A5.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Dwellings and shall have used Reasonable Endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Affordable Housing Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

1A5.2.2 if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Dwellings free from the affordable housing provisions in this First Schedule which provisions shall determine absolutely in respect of the relevant Affordable Housing Dwellings."

3.1.45 paragraph 4 of the First Schedule shall be deleted in its entirety and substituted with the following:

"4. OFF-SITE PUBLIC OPEN SPACE CONTRIBUTION

4.1 To pay the sum of £72,724.00 (Seventy Two Thousand Seven Hundred and Twenty Four Pounds) Index Linked (or such other sum as recalculated at the Reserved Matters stage based upon the final number of units and the level of on-Site provision at that time and agreed in writing with the Council) prior to the Occupation of 50% (fifty per cent) of the Dwellings on the Development and not to Occupy more than 50% (fifty per cent) of the Dwellings until the Off-Site Public Open Space Contribution has been paid to the Council as a contribution towards improvements to publicly accessible open space within the vicinity of the Development in order to address impacts which directly arise from the Development"

3.1.46 paragraph 7.7 of the First Schedule shall be amended as follows:

the words “paragraph 6.4” in the third line shall be deleted and replaced with the words “paragraph 7.4” and the words “Yorkshire Water” in the final line shall be deleted and replaced with the words “a Water Company”

3.1.47 the words “Yorkshire Water” shall be deleted and replaced with the words “a Water Company” in the following:

the first line of paragraph 7.8;

the fourth line of paragraph 7.9;

the third line of paragraph 7.11

3.1.48 paragraph 7.19 shall be amended by the deletion of the third and fourth lines of the paragraph which shall be replaced with the following:

“shall in any event complete the same to the satisfaction of the Council no later than prior to the Occupation of 75% (seventy-five per cent) of the Dwellings and not to Occupy more than 75% (seventy-five per cent) of the Dwellings until the Public Open Space Area Landscaping and Management Scheme has been completed”

3.1.49 paragraph 7.21 shall be amended by the deletion of the words “clause 7.19” which shall be replaced with the words “paragraph 7.20” in the second line

3.1.50 paragraph 7.22 shall be amended by the deletion of the words “clause 7.19” which shall be replaced with the words “paragraph 7.20” in the eighth line and the deletion of the words “clause 7.20” which shall be replaced with the words “paragraph 7.21” in the final line

3.1.51 the words “clause 8.5” shall be deleted and replaced with the words “paragraph 8.5” in the following:

the second line of paragraph 7.23; and

the second line of paragraph 7.24;

3.1.52 paragraph 7.27.6 shall be amended by the deletion of the words “paragraph 5.21.7 of this Schedule 2” which shall be replaced with the words “paragraph 7.27.7 below” in the second line

3.1.53 paragraph 7.28 shall be deleted in its entirety and replaced by the following:

“7.28 not to Commence Development until the PROW Scheme has been approved by the Council.”

3.1.54 new paragraphs 7.29 to 7.30 shall be inserted as follows:

“7.29 not cause or permit the Occupation of more than 75% (seventy-five per cent) of the Dwellings until the:

7.29.1 new public rights of way detailed in the PROW Scheme have been created in accordance with the PROW Scheme to the reasonable satisfaction of the Council; and

7.29.2 improvement works to part of the existing public rights of way detailed in the PROW Scheme have been carried out in accordance with the PROW Scheme to the reasonable satisfaction of the Council

7.30 to maintain the new public rights of way in accordance with the PROW Scheme”

3.1.55 the words “Owners Covenants” shall be deleted from the heading of paragraph 8

3.1.56 paragraph 8.4 shall be amended by the deletion of the words “clause 7.3” which shall be replaced with the words “paragraph 8.3” in the final line

3.1.57 paragraph 8.5 shall be amended by the deletion of the words “clause 7.20” which shall be replaced with the words “paragraph 7.20” in the third line

3.1.58 paragraph 8.8 shall be amended by the deletion of the words “clause 8.7” which shall be replaced with the words “paragraph 8.6” in the final line

3.2 The Owner covenants that if it Commences Development pursuant to the Planning Permission or the Variation Permission that the Development shall be subject to the obligations restrictions and covenants contained in the Principal Agreement as hereby modified and varied

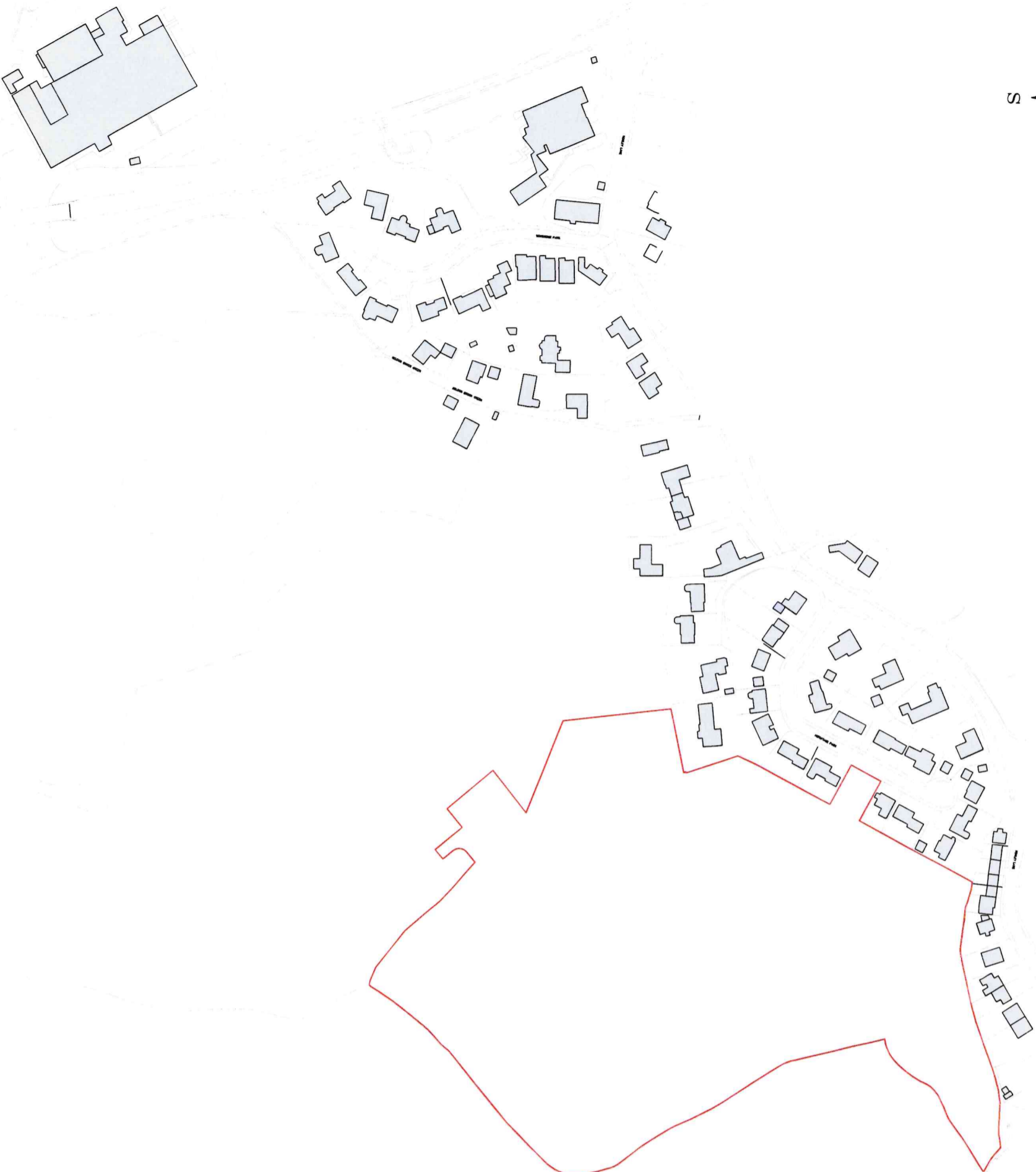
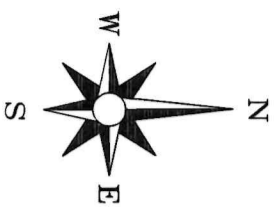
4 Costs

4.1 The Developer has paid the legal costs of the Council in respect of the preparation and completion of this agreement in the sum of £2,000

5 Third Party Rights

5.1 No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999

Annex A – Plan to be substituted as Plan 1 of the Principal Agreement



Scaled @ 1:2500
0 10m 20m 50m 100m

Rev	Description	Drawn	Date
A	Line thickness issue updated	JW	02.01.25

miller homes
Miller Homes Ltd - Yorkshire
Lapwing House
Peel Avenue, Calder Park
Wakefield
West Yorkshire, WF2 7UA
Telephone 0870 336 4600
Fax 0870 336 4602
www.millerhomes.co.uk

Project Title
**Hermitage Park,
Lepton,
Huddersfield**

Drawing Title
Location Plan

022380

Scale	Drawn By	Checked By	Authorised By
1:2500	JW		
Date	Date	Date	Date
DEC' 24			

Job No.	Drawing No.	Revision
		A

Original Sheet Size A3

Annex B - Plan to be substituted as Plan 2 of the Principal Agreement

**Annex C – New plan to be inserted as new Plan 3 at new Annex 3 of the
Principal Agreement**

**Annex D – New plan to be inserted as new Plan 4 at new Annex 4 of the
Principal Agreement**

IN WITNESS WHEREOF the parties hereto have executed this document as a Agreement on the date first appearing above

**THE COMMON SEAL of the COUNCIL
OF THE BOROUGH OF KIRKLEES**

was hereunto affixed in the presence of:

Authorised signatory

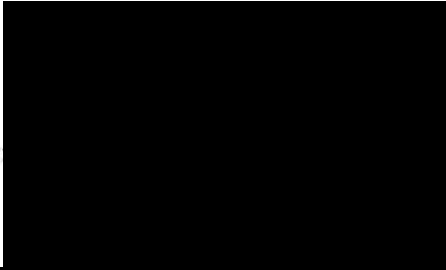


022380

**EXECUTED as a DEED on behalf of
EBORACUM 3 LIMITED**

Acting by a director

In the presence of:

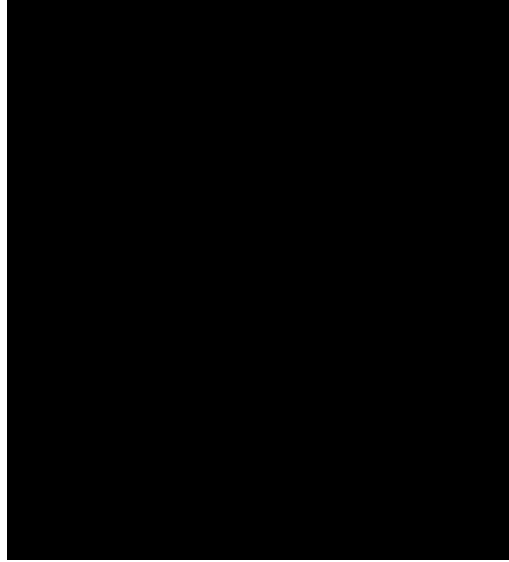


Witness signature: ✓

PRINT NAME: ✓

OCCUPATION: ✓

ADDRESS: ✓



EXECUTED as a **DEED** on behalf of

MILLER HOMES LIMITED

Acting by a director

In the presence of:



Witness signature:

PRINT NAME:

OCCUPATION:

ADDRESS:

