

DC Admin

From:
Sent: 14 July 2026 22:37
To: Mathias Franklin; Steve Mawson
Cc: Cllr Charles Greaves; 'Paul Davies MP'
Subject: Planning Application Ref 2026/91468 (Broadacres; Honley)
Attachments: 99-93218_+Completed+Section+106+Agreement_327742.PDF; 99-92643_+Completed+Section+106+Agreement_327736.pdf

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Franklin and Mr. Mawson,

I write in relation to the above referenced planning application which is currently under consultation for the land adjacent to 18 Broadacres, HD9 6ND.

My family and I have lived at 12 Broadacres since October 2021. Throughout this time, and for many years prior, this land has functioned as an important, highly valued community asset. It provides a safe, grassed footpath through the estate that is used regularly by local residents.

Beyond daily recreation, this space also serves as an ideal location for our neighbourhood Easter Egg Hunt, bonfire night celebrations and street parties. Its intended use as a public space is obvious via the purpose-built opening in the dry stone wall that separates to the two parcels of land, specifically designed to facilitate public access.

Our long-standing understanding of this land's protected status is supported by clear documentary evidence. Specifically, two historic Section 106 Agreements associated with the Broadacres and Honey Head Lane residential developments legally required this land to be provided as Open Space. These agreements mandated that two backing parcels of land—the subject parcel and a second adjoining parcel to the northwest connected to Honey Head Lane—be retained and used exclusively as Public Open Space.

Both agreements required the developer to transfer freehold ownership of these Open Spaces to the Council, explicitly recording that the Council would not permit the land to be used for any purpose other than Public Open Space. I have attached these files for your reference:

- 99-92643_+Completed+Section+106+Agreement_327736
- 99-93218_+Completed+Section+106+Agreement_327742

Furthermore, the official Land Registry transfer documentation for our own property clearly identifies this specific plot of land as "Public Open Space" on the estate layout plan.

Given this extensive legal and physical precedent, it has come as a complete surprise that the subject land is apparently no longer Public Open Space. It is also a surprise that the residents of Broadacres, who are directly affected by this change, were never notified or consulted before this

amendment was approved. The lack of transparency is very concerning, and the developer has already fenced off the area on 11 July 2026, completely blocking public access.

I respectfully request that the Council explains the process by which this designation was altered, under what authority, and why local residents were excluded from the consultation.

Given the long-term public use of this land, the clear title and planning documentation, and the serious questions surrounding its reclassification, I respectfully request also that this planning application is deferred until these matters have been thoroughly investigated. I also ask that the Council gives substantial weight to the loss of community amenity when assessing this proposal.

I look forward to your response. I have copied our local ward councillor, Charles Greaves, and our MP, Paul Davies, to ensure they are kept informed of this matter.

Yours sincerely,

in the

Dated

7th August

2000

KENNETH HALL

KENNETH HALL (BUILDER) LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

Duplicate

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 relating to land at Long Lane and Bradshaw Road, Honley, in the County of West Yorkshire

John E. Emms
Solicitor to the Council
Kirklees Metropolitan Council
2nd Floor
Legal Services
Civic Centre III
Huddersfield
HD1 2TG

THIS AGREEMENT is made the seventh day of August Two
Thousand BETWEEN KENNETH HALL of Lower Halstead Farm Halstead Lane
Thurstonland in the County of West Yorkshire ("the Owner") KENNETH HALL
(BUILDER) LIMITED whose registered office is at the same address ("the Builder")
AND THE COUNCIL OF THE BOROUGH OF KIRKLEES ("the Council")

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the site is situated
2. The Owner and the Builder are jointly or severally the freehold owners free from encumbrances of the land situate at Long Lane and Bradshaw Road Honley in the County of West Yorkshire ("the Site") shown edged in red on the plan annexed hereto save for those parts (being the location of proposed estate roads) shown hatched thereon in respect of which the Owner and the Builder have the rights referred to in and granted by an Agreement dated 3rd August 2000 between the Owner the Builder and Jones Homes (Northern) Limited
3. The Builder has by a written application ("the Application") under reference number 99/62/93218/W3 applied to the Council for permission to develop the Site by the construction of 34 dwellings and associated works in accordance with the Application and the plans specifications and drawings deposited with the Council ("the Development")

The carrying out of the Development will generate a requirement for recreational open space and for the purpose of good planning policy in order to make provision for recreational open space and in accordance with the Adopted Kirklees Unitary Development Plan policies for the area the Builder has agreed with the Council that planning obligations should be entered into as at the date of this Agreement in respect of the Site.

5. The Council the Owner and the Builder have agreed that certain further planning obligations to that set out in 4 above in respect of the provision of affordable housing should be entered into as of the date of this Agreement in respect of the Site and the Council is not disposed to grant planning permission pursuant to the Application otherwise than on the terms and in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and in exercise of all other powers of the Council enabling
2. IN consideration of the covenants on the part of the Owner and the Builder hereinafter contained the Council hereby covenants with the Builder that it will within seven days of the date hereof grant planning permission ("the Permission") to the Builder pursuant to the Application

IN consideration of the covenant on the part of the Council hereinbefore contained the Owner and the Builder jointly and severally hereby covenant with the Council so as to bind the Site into whomsoever hands the same may come:-

- (i) Not to cause or permit the Development to be commenced until:-
 - (a) there has been deposited with the Council a Bond in a form and for a term satisfactory to the Council in the sum of £18,917 which shall include provision for increase in the sum thereby secured upon every anniversary of the date of deposit in accordance with the Building Cost Information Service All In Tender Price Index for the performance of the obligation of the Owner under Clauses 3(iii) and 5 of this Agreement
 - (b) there has been deposited with the Council a Bond in a form and for a term satisfactory to the Council in the sum of £4,290 for the performance of the obligation of the Owner under Clause 3(v) of this Agreement
- (ii) Upon execution hereof to pay a lump sum contribution to the Council in the sum of £10,793 in respect of the provision by the Council of play equipment for The Open Space
- (iii) To provide within the Site an area of land shown edged green on the plan annexed hereto as open space ("the Open Space") in

accordance with the details shown on Drawing No. 1537.01 annexed hereto ("the Approved Scheme") and to implement the works comprised in the Approved Scheme in conjunction with and as part of the Development before the occupation of the 28th dwelling within the Development to the written satisfaction of the Council and not to cause or permit more than 27th dwellings within the Development to be occupied until the Approved Scheme has been completed

Upon payment of the commuted sum referred to in Clause (v) below to transfer to the Council pursuant to Section 7 of the Open Spaces Act 1906 the freehold interest in the Open Space free from encumbrances without money consideration and to pay the legal costs of the transfer

(v) Upon completion of the Approved Scheme to the Council's satisfaction to pay to the Council within 28 days of delivery of an account by the Council the commuted sum of £4,290 representing the capitalised cost of the future annual maintenance of the Open Space together with the cost of inspection including salary costs and overheads

(vi) If so requested by the Council to take any steps necessary to perfect the title of the Council to the Open Space to the satisfaction of H.M. Land Registry

THE Council covenants that it will not cause or permit the Open Space to be used for any purpose other than as public open space

5. IN the event of failure by the Builder to comply in whole or in part with its obligations under Clause 3(iii) of this Agreement or in the event of the winding up of the Builder or the appointment of a Receiver of any of the Builder's assets or (if the Builder shall be an individual or individuals) the making of an Order in Bankruptcy against the Builder (or if more than one any of them) then:-

- (i) The Council may serve written notice upon the Builder to the effect that it intends to enter upon the Site and undertake such works as shall at the absolute discretion of the Council be necessary to remedy the failure by the Builder to comply with any of its obligations in the circumstances described above ("the Default Works")
- (ii) The Builder hereby grants to the Council a licence to enter upon the Site with all persons machinery vehicles or other equipment for the purpose of carrying out the Default Works
- (iii) Upon completion of the Default Works the Council shall render an account to the Builder in respect of the cost of the Default Works together with the cost of any necessary design preparation supervision and inspection including salary costs and overheads and within twenty-eight days of delivery of such account to the Builder the Builder shall pay such sum to the Council

6. THE exercise by the Council of its powers under Clause 5 of this Agreement shall not preclude the further exercise of those powers whether relating to the same or any other matter

7. THE Owner and the Builder jointly and severally covenant to observe the restrictions and perform the obligations referred to in the Schedules to this Agreement in respect of the provision of affordable housing on the Site

8. ON the execution hereof the Builder shall pay to the Council the sum of £850 in respect of the cost of the preparation and completion of this Agreement

9. THE expressions "the Council" and "the Owner" and "the Builder" shall include their respective successors in title and assigns

10. SAVE in respect of the obligations of the Owner and the Builder to construct complete and make available for sale the Affordable Houses in accordance with the provisions of Part 1 of the Second Schedule no person shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

11. IF the Permission shall expire before the Development has begun within the meaning of Section 56 of the Town and Country Planning Act 1990 then this Agreement shall forthwith determine and cease to have effect

12. WHERE the consent or approval of the Council is required in respect of any aspect of this Agreement then such consent or approval shall not be unreasonably be withheld or delayed by the Council

13. SAVE in respect of the Affordable Houses the provisions of this Agreement shall not be binding on or enforceable against the owner or occupier of a completed Open Market Dwelling

DELIVERED AS A DEED on the date of this document

SIGNED AND DELIVERED AS A DEED)
by KENNETH HALL in the presence of:-)

*Solicitor
Huddersfield*

THE COMMON SEAL of KENNETH HALL)
(BUILDER) LIMITED was hereunto affixed)
in the presence of:-)

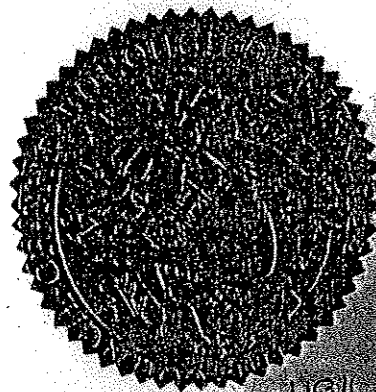
Director

Secretary

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF)
KIRKLEES was hereunto affixed in the)
presence of:-)

~~Solicitor to the Council~~

AUTHORISED SIGNATORY



THE FIRST SCHEDULE

The Owner and the Builder jointly and severally covenant with the Council that they will not cause or permit the Affordable Houses to be allocated otherwise than in accordance with the following criteria:-

To persons:-

- (i) permanently resident within the settlement of Honley, and/or
- (ii) formerly resident therein and having close family connections with persons presently so resident, and/or
- (iii) presently working therein

being also in respect only of persons actually nominated by the Council as Approved Persons reasonably assessed by the Council to fall within the classes of persons prescribed for the time being to be in need of housing accommodation defined as to be a person or persons whether on the Council's Housing Register or upon application appropriate for inclusion on the Council's Housing Register

THE SECOND SCHEDULE

PART I

1. The Builder shall build the Affordable Houses in accordance with the Permission and the approved plans or in accordance with amended plans submitted to and approved by the Council
2. Neither the Owner nor the Builder shall cause or permit the 19th Open Market Dwelling within the Development to be occupied until the Affordable Houses shall be ready for occupation and on the market for sale at Low Cost
3. Within three calendar months prior to the expected date of practical completion of each of the Affordable Houses the Builder will serve written notice ("the Council's Notice") of the expected date of practical completion of the respective Affordable Houses on the Officer
4. Within a period of three months after the respective dates of practical completion of each of the Affordable Houses the Owner and the Builder jointly shall dispose of each and every one of the Affordable Houses at Low Cost pursuant to the scheme set out in Part IV hereof ("the Initial Sales")
5. No owner for the time being of an Affordable House shall dispose of the same other than at Low Cost to Approved Persons or if the Council shall have failed to nominate an Approved Person within 42 days of the receipt by the Council of any Disposal Notice or if an Approved Person shall have failed to enter into a binding contract to acquire an Affordable House within six months of the date of receipt by the Council of any Disposal Notice then the

(c) that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation, and

(d) that no account is taken of any additional bid by a purchaser with a special interest

"Disposal"

means the freehold sale of an Affordable House at the discretion of the Owner and the Builder or a subsequent owner and includes any subsequent resale but does not include an exempted disposal as defined in Part VI hereof and "Dispose" shall be construed accordingly

"the Officer"

means the Area Housing Officer for the time being for the area in which the Development is situated

"a Disposal Notice"

means a notice in writing given to the Council by the owner for the time being of an Affordable House of his intention to dispose of the Affordable House

"Open Market Dwellings"

means those dwellings within the Development that are not the Affordable Houses

"Approved Person"

who satisfies the criteria set out in the First Schedule hereto

"Low Cost"

means 75 per centum of the Open Market Value

"Deemed Approved Person"

means a person whom the Owner and the Builder have nominated as a suitable applicant for an Affordable House in the circumstances described in paragraph 5 of Part IV hereof

"Main Residence"

means a dwelling occupied for more than six months every year

PART III

Restrictions on Affordable Housing

1. Neither the Owner nor the Builder shall cause or permit the Affordable Houses to be sold to the first purchaser of each Affordable House otherwise

than pursuant to the scheme details of which are set out in Part IV hereof or such alternative scheme as shall be approved in writing by the Council

2. Without prejudice to the generality of paragraph 1 hereof the Owner and the Builder will ensure that the first of each and every Disposal of the Affordable Houses shall provide (by way of a covenant in favour of the Owner and the Builder) that each and every disposal of the Affordable Houses shall be at Low Cost to an Approved Person or in default of a nomination from the Council to a Deemed Approved Person in accordance with the provisions of this Agreement and that all subsequent owners of the Affordable Houses shall be bound by the provisions of this Agreement
3. The transfer of the Affordable Houses shall include a requirement that the Affordable Houses shall be occupied as the sole or Main Residence of an Approved Person or a Deemed Approved Person
4. If the Owner and the Builder shall not have been able to dispose of all or some of the Affordable Houses To Approved Persons or Deemed Approved Persons within six months from the Council's Notice then (on giving five working days' notice in writing to the Council) the Owner and the Builder shall be able to dispose of any such Affordable Houses to persons not being Approved Persons or Deemed Approved Persons but subject to such Affordable Houses being disposed of at Low Cost and to persons meeting the locational criteria of the First Schedule

5. For the avoidance of doubt if the Open Market Value of any of the Affordable Houses cannot be agreed between the respective parties it shall be determined by a qualified surveyor of not less than ten years standing and experience in the valuation of residential property in the area in which the Property is situated and who shall act as expert

PART IV

Scheme for Sale of the Affordable Houses by the Owner and the Builder to the First Purchasers thereof

1. The Builder shall prepare appropriate publicity or sales materials for the Affordable Houses and shall submit the same to the Council for approval
2. The Council shall approve or amend (as appropriate) such publicity or sales materials within twenty-one days of receipt by the Council and in default such publicity or sales materials shall be deemed to be approved
3. The Builder shall market the Affordable Houses using the publicity and sales materials approved by the Council in accordance with paragraphs 1 and 2 of Part IV hereof and at Low Cost
4. The Builder shall request potential suitable purchasers of the Affordable Houses to complete an Application Form in respect of the purchase of any of the Affordable Houses in the form set out in Part V hereof and shall submit such forms to the Council for approval

- response of such Affordable House with an alternative applicant
deemed to be approved) under the provisions of Part IV hereof.
5. The Council shall within 28 days of receipt of any such Application Form confirm whether or not the applicant is an Approved Person and in default the Builder may nominate such an applicant provided that any such nomination is in accordance with the criteria set out in the First Schedule hereto
 6. The Council shall act reasonably in confirming whether or not any such applicant is an Approved Person
 7. If the Council shall state that any such applicant is not an Approved Person within such twenty-eight day period the proposed sale of an Affordable House to that applicant shall not proceed
 8. If the Council shall so confirm that such applicant is an Approved Person or if the Builder shall have nominated an applicant in the circumstances described in paragraph 5 hereof the Builder shall enter into a formal reservation of an Affordable House with any such applicant who shall desire to do so at Low Cost
 9. Applicants reserving an Affordable House in accordance with the provisions of paragraph 8 of Part IV hereof shall have six weeks (or such longer period as the Owner and the Builder in their discretion shall decide) from the date of signing the reservation form to enter into an unconditional contract to purchase one of the Affordable Houses and in default for any reason the Builder may cancel such reservation and enter into another reservation in

5. The Council shall within 28 days of receipt of any such Application Form confirm whether or not the applicant is an Approved Person and in default the Builder may nominate such an applicant provided that any such nomination is in accordance with the criteria set out in the First Schedule hereto
6. The Council shall act reasonably in confirming whether or not any such applicant is an Approved Person
7. If the Council shall state that any such applicant is not an Approved Person within such twenty-eight day period the proposed sale of an Affordable House to that applicant shall not proceed
8. If the Council shall so confirm that such applicant is an Approved Person or if the Builder shall have nominated an applicant in the circumstances described in paragraph 5 hereof the Builder shall enter into a formal reservation of an Affordable House with any such applicant who shall desire to do so at Low Cost
9. Applicants reserving an Affordable House in accordance with the provisions of paragraph 8 of Part IV hereof shall have six weeks (or such longer period as the Owner and the Builder in their discretion shall decide) from the date of signing the reservation form to enter into an unconditional contract to purchase one of the Affordable Houses and in default for any reason the Builder may cancel such reservation and enter into another reservation in

respect of such Affordable House with an alternative applicant approved (or deemed to be approved) under the provisions of Part IV hereof

PART V

(Application Form in respect of Purchase of the Affordable Housing

KIRKLEES BOROUGH COUNCIL

LOW COST HOME OWNERSHIP APPLICATION

Please answer all questions. Failure to do so may result in the application being returned.

Name of scheme applying for

APPLICANTS DETAILS

in ☐ Purchaser

Joint Purchaser

Name (Mr, Mrs, Miss, Ms).....

Surname (Mr, Mrs, Miss, Ms).....

First Name.....

First Name

Address

Address

Postcode

Postcode.....

Home Tel:

Home Tel:

Work Tel:

Work Tel:

Date of Birth

Date of Birth

HOUSEHOLD DETAILS

Please provide details of any other persons who are to be considered for housing as part of your household

Relationship

Age

Date of Birth

(son, daughter, spouse)

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PRESENT ACCOMMODATION DETAILS

What type of housing do you live in?

.....

Flat

Other

If you live in a flat, on which floor do you live?

.....

Ground

1st

2nd and above

How many bedrooms are there?

Are you (please tick)

a Private tenant

Living with friends/relatives

a Council tenant

a Lodger

a Housing Association
tenant

an Owner Occupier

Do you have Yes No Shared

Kitchen or cooking facilities

Bathroom

Hot water supply

Inside toilet

Permanent heating

Does your home suffer from any of the following:-

Yes No

Damp

Leaking roof

Exposed electrical wiring

Rotten windows/doors

Other

FINANCIAL DETAILS

Main Purchaser

Joint Purchaser

Employer

How long employed there?

home

£.....

Please tick

..... Weekly

..... Monthly

..... Annually

£.....

Please tick

..... Weekly

..... Monthly

..... Annually

pe

g. wages, benefits)

ings

cluding shares, banks &
liding society etc)

£.....

£.....

ou own your own home

the approximate
ie?

£.....

£.....

at is the outstanding
rtgage?

£.....

£.....

ou rent your own

much is your weekly
?

£.....

£.....

o is your landlord?

.....

.....

REASONS FOR LOW COST HOUSING

are you looking to purchase a property under a low cost home ownership scheme? Please
is/are closest to your circumstances and use the extra space to provide any additional
rmation to support your application

uire a larger or smaller accommodation

.....

not afford upkeep of current property

.....

d to be nearer employment

.....

d to be near friend/relative to give or receive care or support

.....

ncial reasons - need less expensive housing

.....

to form new household (e.g. living with relatives,
ing to get married etc)

.....

to move as a result of racial or sexual harassment,
domestic violence, neighbour disputes or relationship
breakdown

Member of household is expecting a child

Additional information

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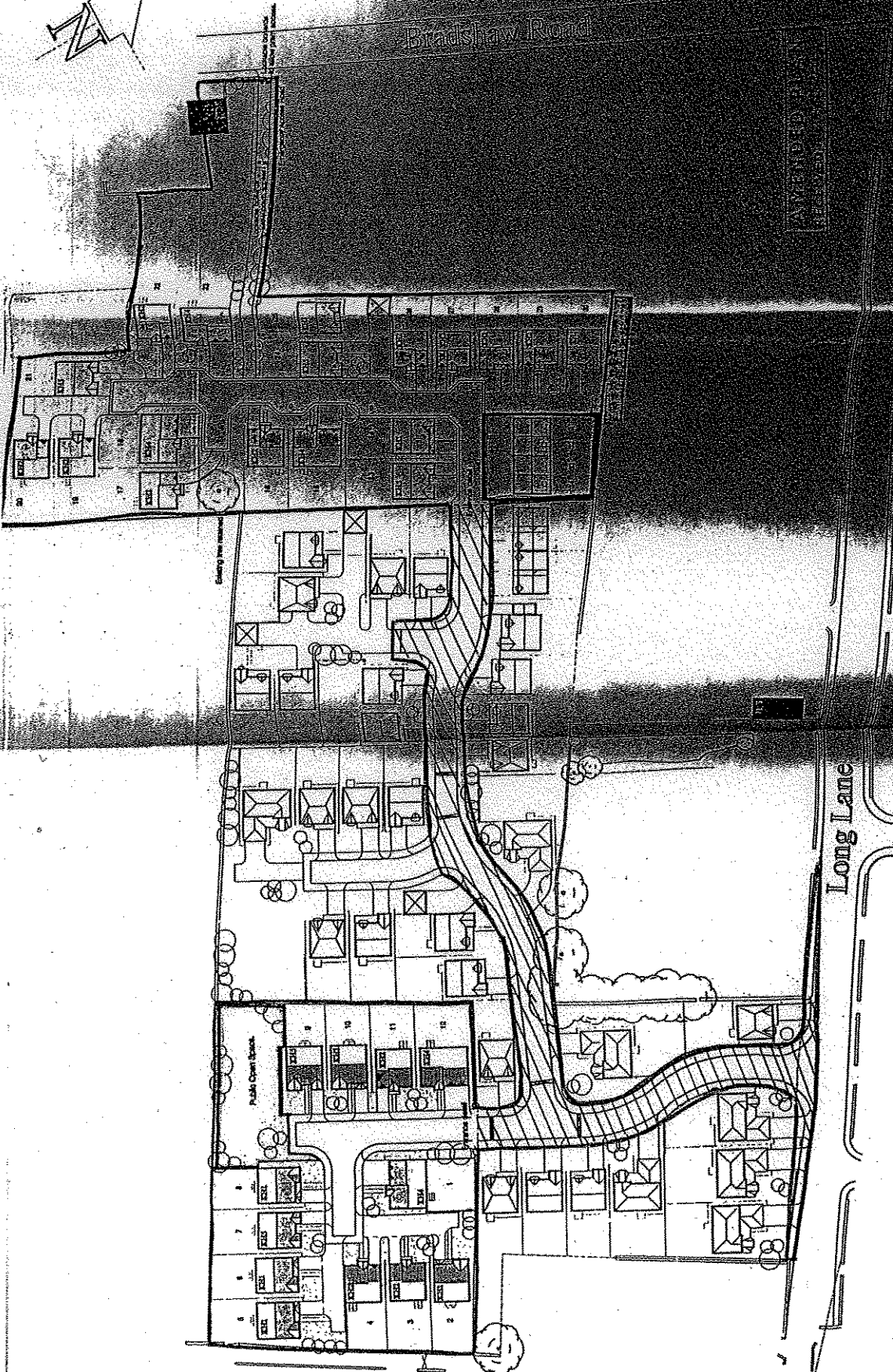
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PART VI

(Exempted Disposals)

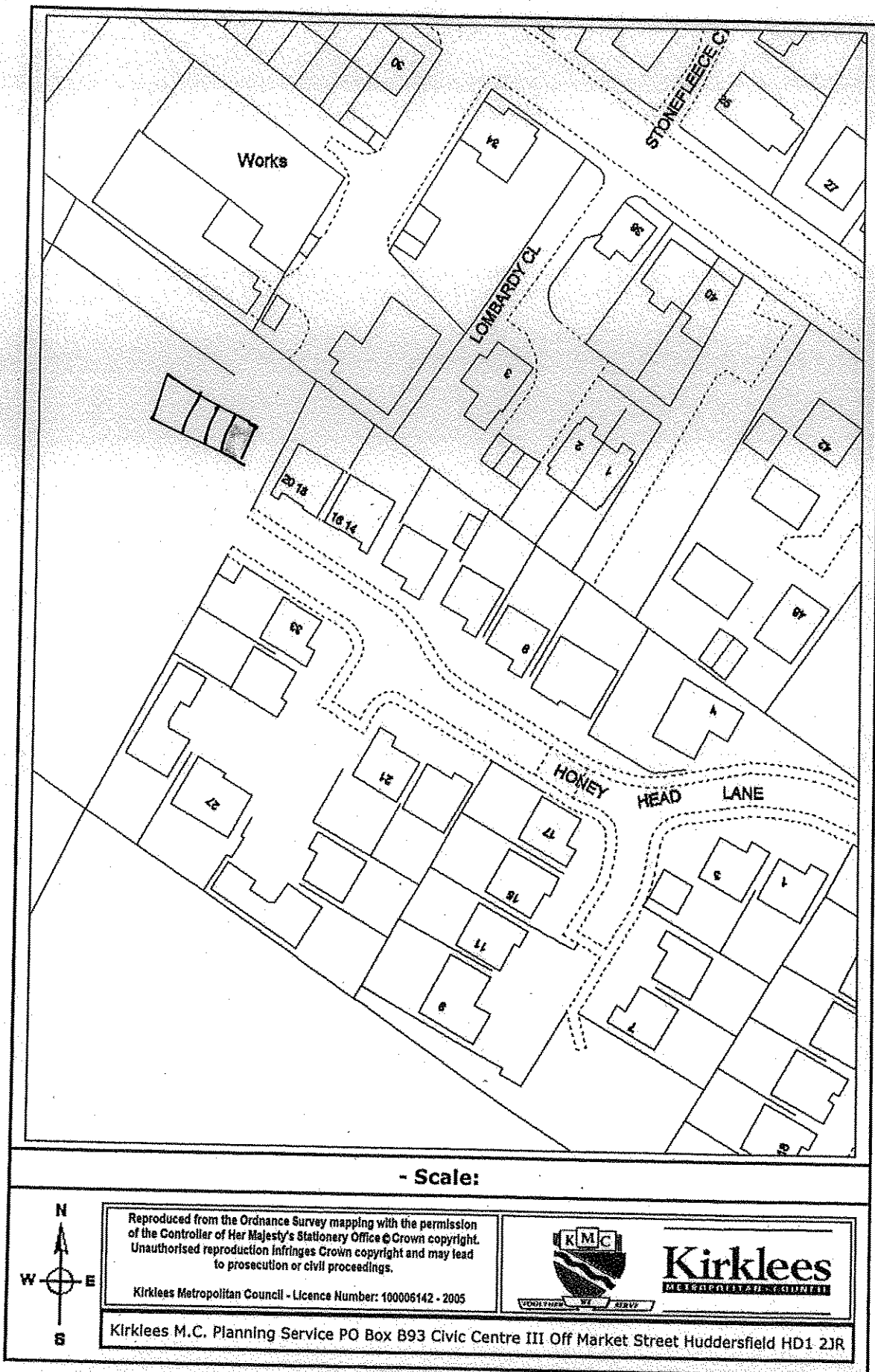
Exempted Disposals are:-

- 1.0 A disposal of the whole Property to one or more of the following:-
 - 1.1 The person or persons making the Disposal
 - 1.2 The spouse or former spouse of that person or of one of those persons
 - 1.3 A member of the family (within the meaning of Section 186 of the Housing Act 1985) of any person making the Disposal who has resided with that person throughout the period of twelve months ending with the Disposal
- 2.0 The vesting of the whole of the property in a person taking under a will or on an intestacy
- 3.0 A disposal of the whole Property pursuant to an Order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provisions for Family and Dependant) Act 1975
- 4.0 A disposal to a person acquiring the Property compulsorily or a voluntary disposal to a person who has made or would have made an Order for the compulsory purchase of the Property for the purposes for which it is acquired or a person for whom another person has made or would have made such an Order



Schedule.

Type	Ref	Name	Description	Area
1	K21	House Type K21	4 Bedrooms Detached	8
2	K22	House Type K22	4 Bedrooms Detached	11
3	K23	House Type K23	4 Bedrooms Detached	1
4	K24	House Type K24	4 Bedrooms Detached	3
5	K25	House Type K25	4 Bedrooms Detached	5
6	LC	House Type LC	Low Cost Unit	4
Total				34



Kirklees Metropolitan Council - Licence Number: 100006142 - 2005



Kirklees
METROPOLITAN COUNCIL

Kirklees M.C. Planning Service PO Box B93 Civic Centre III Off Market Street Huddersfield HD1 2JR

THE FIRST SCHEDULE

The Owner and the Builder jointly and severally covenant with the Council that they will not cause or permit the Affordable Houses to be allocated otherwise than in accordance with the following criteria:-

To persons:-

- (i) permanently resident within the settlement of Honley, and/or
- (ii) formerly resident therein and having close family connections with persons presently so resident, and/or
- (iii) presently working therein

being also in respect only of persons actually nominated by the Council as Approved Persons reasonably assessed by the Council to fall within the classes of persons prescribed for the time being to be in need of housing accommodation defined as to be a person or persons whether on the Council's Housing Register or upon application appropriate for inclusion on the Council's Housing Register

owners for the time being of the Affordable Houses shall be entitled to dispose of the same to persons whom they acting reasonably consider to be persons in need of housing accommodation provided that such persons fulfil the criteria set out in the First Schedule hereto

PART II

Definitions

"the Affordable Houses"

means the four dwellings to be constructed as part of the Development on the land shown edged blue on the plan attached hereto being plot numbers 31 to 34

"the Open Market Value"

means:-

- (i) in relation to the Initial Sales the open market value of the freehold interest in an Affordable House as at the date of the first disposal of the Affordable House by the Owner and the Builder if the same was sold on the open market with vacant possession
- (ii) in relation to subsequent disposals the open market value of the freehold interest in an Affordable House calculated as at the date of receipt by the Council of a Disposal Notice or in the absence of receipt by the Council of a Disposal Notice for whatever reason the best price at which the sale of a freehold interest in an Affordable House might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation assuming:-
 - (a) a willing seller
 - (b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Affordable House and the state of the market) for the proper marketing of the interest for the agreement of price and terms and for the completion of the sale



2nd Floor
Civic Centre III
Huddersfield HD1 2TG

Tel: 01484 221504
DX: 710090 Huddersfield
Fax: 01484 221423

E-mail:
michael.green@kirkleesmc.gov.uk

This matter is being dealt with by: M. J. Green
Our Ref: P&H/MJG/ED/PAG.588
Your Ref:

99/62/93218/W3=PP

8th August 2000

MEMORANDUM

To:- Head of Planning Services
Civic Centre III
Huddersfield
For the attn. of Andy Keeling (DCW/AK/99/62/93218/W3)

Head of Planning Services
Civic Centre III
Huddersfield
For the attn. of Bob Edinburgh

**SECTION 106 AGREEMENT
LAND AT LONG LANE/BRADSHAW ROAD, HONLEY
KENNETH HALL (BUILDER) LIMITED**

1-9 AUG 2000	
KMC PLANNING SERVICE	
LETTER NUM	
ACTION BY	
REPLIED	
FILE	

The Section 106 Agreement was completed on 7th August 2000, and I attach a copy of the Agreement for your records. I trust that following my E-mail yesterday to Mr. Keeling, arrangements are under way for the issue of the Planning Permission to the Applicant's Architects.

On completion, I received a cheque from the Developer covering payment of £850 in respect of the Council's legal costs, and £10,793 in respect of the lump sum contribution towards the ultimate provision by the Council of play equipment on the proposed public open space. The account code into which the latter element has been paid is LRZ40531201.

I hope that the following resume of the main provisions of the Section 106 Agreement will be of assistance.

Public Open Space

1. Before development commences Bonds for the works costs and the commuted sum must be deposited with the Council.
2. The approved open space scheme must be completed before the occupation of the 28th dwelling within the development.

THIS AGREEMENT is made the 31st day of January Two Thousand BETWEEN THE COUNCIL OF THE BOROUGH OF KIRKLEES (hereinafter called "the Council") of the one part JONES HOMES (NORTHERN) LIMITED whose registered office is situate at Emerson House Heyes Lane Alderley Edge Cheshire SK9 7LF ("the Owner") of the other part

WHEREAS

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 and the Planning and Compensation Act 1991 for the area within which the land the subject of this Agreement is situated
2. The Owner is the freehold owner free from encumbrances of the land situate in Long Lane Honley Huddersfield (hereinafter called "the Site") shown edged in green on the plan annexed hereto
3. The Owner has by a written application (hereinafter called "the Application") under reference number 99/62/92643/W3 applied to the Council for permission to develop the Site by the construction of 35 dwellings and associated works in accordance with the Application and the plans specifications and drawings deposited with the Council (hereinafter called "the Development")
4. The carrying out of the Development will generate a requirement for recreational open space and for the purpose of good planning policy in order to make provision for recreational open space and in accordance with the

4. Adopted Kirklees Unitary Development Plan policies for the area the Owner has agreed with the Council that planning obligations should be entered into as at the date of this Agreement in respect of the Site
5. The Council considers that certain further planning obligations to that set out in 4 above including in particular the provision of affordable housing and a payment by way of contribution towards the cost of play equipment provided by the Council for use in its area should be entered into as of the date of this Agreement in respect of the Site and the Council is not disposed to grant planning permission pursuant to the Application otherwise than on the terms and in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and Section 12 of the Planning and Compensation Act 1991 and in exercise of all other powers of the Council enabling
2. IN consideration of the covenants on the part of the Owner hereinafter contained the Council hereby covenants with the Owner that it will within seven days of the date hereof grant planning permission (hereinafter called "the Permission") to the Owner pursuant to the Application such Permission to be in the form annexed hereto

3. IN consideration of the covenant on the part of the Council hereinbefore contained the Owner hereby covenants with the Council so as to bind the Site into whomsoever hands the same may come:-

- (i) Not to cause or permit the Development to be commenced until:-
 - (a) there has been deposited with the Council a Bond in a form and for a term satisfactory to the Council in the sum of £18,310 for the performance of the obligation of the Owner under Clauses 3(ii) and 5 of this Agreement
 - (b) there has been deposited with the Council a Bond in a form and for a term satisfactory to the Council in the sum of £4,373 for the performance of the obligation of the Owner under Clause 3(v) of this Agreement
- (ii) To provide within the Site an area of land shown edged red on the plan annexed hereto as open space (hereinafter called "the Open Space") in accordance with the details shown on the plan annexed hereto ("the Approved Scheme") and to implement the works comprised in the Approved Scheme in conjunction with and as part of the Development before the occupation of the 29th dwelling within the Development to the written satisfaction of the Council

- (iii) Upon the execution hereof to pay a lump sum contribution to the Council in the sum of £12,517 in respect of the provision by the Council of play equipment for the Open Space
- (iv) Upon payment of the commuted sum referred to in Clause 3(v) below to transfer to the Council pursuant to Section 7 of the Open Spaces Act 1906 the freehold interest in the Open Space free from encumbrances without money consideration and to pay the legal costs of the transfer
- (v) Upon completion of the Approved Scheme to the Council's satisfaction to pay to the Council within 28 days of delivery of an account by the Council the commuted sum of £4,373 representing the capitalised cost of the future annual maintenance of the Open Space together with the cost of inspection including salary costs and overheads
- (vi) If so requested by the Council to take any steps necessary to perfect the title of the Council to the Open Space to the satisfaction of H.M. Land Registry

4. THE Council covenants that it will not cause or permit the Open Space to be used for any purpose other than as public open space

5. IN the event of failure by the Owner to comply in whole or in part with its obligations under Clause 3(ii) of this Agreement or in the event of the winding

up of the Owner or the appointment of a Receiver of any of the Owner's assets or (if the Owner shall be an individual or individuals) the making of an Order in Bankruptcy against the Owner (or if more than one any of them) then:-

- (i) The Council may serve written notice upon the Owner to the effect that it intends to enter upon the Site and undertake such works as shall at the absolute discretion of the Council be necessary to remedy the failure by the Owner to comply with any of its obligations in the circumstances described above ("the Default Works")
- (ii) The Owner hereby grants to the Council a licence to enter upon the Site with all persons machinery vehicles or other equipment for the purpose of carrying out the Default Works
- (iii) Upon completion of the Default Works the Council shall render an account to the Owner in respect of the cost of the Default Works together with the cost of any necessary design preparation supervision and inspection including salary costs and overheads and within twenty-eight days of delivery of such account to the Owner the Owner shall pay such sum to the Council

6. THE exercise by the Council of its powers under Clause 5 of this Agreement shall not preclude the further exercise of those powers whether relating to the same or any other matter

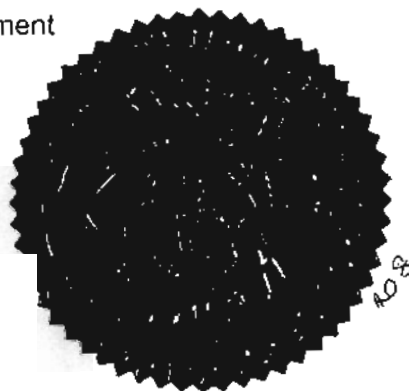
7. THE Owner covenants to observe the restrictions and perform the obligations referred to in the Schedules to this Agreement

8. ON the execution hereof the Owner shall pay to the Council the sum of £. 1500.....in respect of the cost of the preparation and completion of this Agreement

9. THE expressions "the Council" and "the Owner" shall include their respective successors and assigns and the obligations in this Deed shall be binding upon their respective successors and assigns

DELIVERED AS A DEED on the date of this document

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF)
KIRKLEES was hereunto affixed in the)
presence of:-



Solicitor to the Council

THE COMMON SEAL of JONES HOMES)
(NORTHERN) LIMITED was hereunto)
affixed in the presence of:-)

Director

Director



THE FIRST SCHEDULE

The Owner covenants with the Council that it will not cause or permit the Affordable Houses to be allocated otherwise than in accordance with the following criteria:-

To persons:-

- (i) permanently resident within the settlement of Honley; and/or
- (ii) formerly resident therein and having close family connections with persons presently so resident; and/or
- (iii) presently working therein

being in every case persons reasonably assessed by the Owner and/or the Council to fall within the classes of persons prescribed for the time being to be in need of housing accommodation defined as to be a person or persons whether on the Council's Housing Register or upon application appropriate for inclusion on the Council's Housing Register

THE SECOND SCHEDULE

Part I

1. The Owner shall build the Affordable Houses in accordance with the Permission and the approved plans or in accordance with amended plans submitted to and approved by the Council
2. The Owner shall not cause or permit the 29th Open Market Dwelling within the Development to be occupied until the Affordable Houses shall be ready for occupation and on the market for sale at Low Cost
3. Within 3 calendar months prior to the expected date of practical completion of each of the Affordable Houses the Owner will serve written notice ("the Council's Notice") of the expected date of practical completion of the respective Affordable Houses on the Officer
4. Within a period of 3 months after the respective dates of practical completion of each of the Affordable Houses the Owner shall dispose of each and every one of the Affordable Houses at Low Cost pursuant to the scheme set out in Part IV hereof (hereinafter referred to as "the Initial Sales")
5. No owner for the time being of an Affordable House shall dispose of the same other than at Low Cost to Approved Persons or if the Council shall have failed to nominate an Approved Person within 42 days of the receipt by the Council of any Disposal Notice or if an Approved Person shall have failed

to enter into a binding contract to acquire an Affordable House within three months of the date of receipt by the Council of any Disposal Notice then the owners for the time being of the Affordable Houses shall be entitled to dispose of the same to persons whom they acting reasonably consider to be persons in need of housing accommodation provided that such persons fulfil the criteria set out in the First Schedule hereto

Part II

DEFINITIONS

"the Affordable Houses"

means the dwellings to be constructed as part of the Development on the land shown edged blue on the plan attached hereto being plot numbers 25 to 28 inclusive

"the Open Market Value"

means:-

(i) in relation to the Initial Sales the open market value of the freehold interest in an Affordable House as at the date of the first disposal of the Affordable House by the Owner if the same was sold on the open market with vacant possession subject to the covenants and restrictions referred to in the transfer set out in Part VI hereof save for the covenant contained in Clause 4.3 and the Fourth Schedule thereof

(ii) in relation to subsequent disposals the open market value of the freehold interest in an Affordable House calculated in accordance with the provisions of the Sixth Schedule of the draft Transfer set out in Part VI hereof as at the date of receipt by the Council of a Disposal Notice or in the absence of receipt by the Council of a Disposal Notice for whatever reason, the best price at which the sale of a freehold interest in an Affordable House might reasonably be expected to have been completed unconditionally for cash consideration on the

date of valuation assuming:-

(a) a willing seller

(b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Affordable House and the state of the market) for the proper marketing of the interest for the agreement of price and terms and for the completion of the sale.

(c) that the state of the market level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation, and

(d) that no account is taken of any additional bid by a purchaser with a special interest

"Disposal"

means the freehold sale of an Affordable House at the discretion of the Owner or a subsequent owner and includes any subsequent resale and "Dispose" shall be construed accordingly

"the Officer"

means the Area Housing Officer for the time being for the area in which the Development is situated

"a Disposal Notice"

means a notice in writing given to the Council by the owner for the time being of an Affordable House of his intention to dispose of the Affordable House

"Open Market Dwellings"

means those dwellings within the Development that are not the Affordable Houses

"Approved Person"

means a person who has reasonably demonstrated to the Council a priority need for housing and his or her need to live in the Honley area by reason either of employment or an established family link and the dependants of such a person living with him or her and the widow or widower of such a person

"Low Cost"

means 75 per centum of the Open Market Value

"Deemed Approved Person"

means a person whom the Owner has nominated as a suitable applicant for an Affordable House in the circumstances described in paragraph 8 of Part IV hereof

"Main Residence"

means a dwelling occupied for more than six months every year

Part III

Agreements and Declarations

1. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns and such expressions shall include as appropriate the masculine gender and the feminine gender and the feminine gender the neuter gender the singular number and the plural number and where any such expression constitutes two or more persons or corporate bodies then all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally
2. Time is of the essence in relation to the provisions of this Agreement
3. Save in respect of the Owner's obligation to construct complete and make available for sale the Affordable Houses in accordance with the provisions of Part I of this Schedule no persons shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
4. If the Permission shall expire before the Development has begun within the meaning of Section 56 of the Town and Country Planning Act 1990 then this Agreement shall forthwith determine and cease to have effect

5. Where the consent or approval of the Council is required in respect of any aspect of this Agreement then such consent or approval shall not be unreasonably withheld or delayed by the Council
6. Save in respect of the Affordable Houses the provisions of this Agreement shall not be binding on or enforceable against the owner or occupier of a completed Open Market Dwelling
7. References in this Agreement to clauses schedules and paragraphs shall where the context so admits be to clauses schedules and paragraphs of this Agreement

(Restrictions on Affordable Housing)

1. The Owner shall not cause or permit the Affordable Houses to be sold to the first purchaser of each Affordable House otherwise than pursuant to the scheme details of which are set out in Part IV hereof or such alternative scheme as shall be approved in writing by the Council
2. Without prejudice to the generality of paragraph 1 hereof the Owner will ensure that the first of each and every Disposal of the Affordable Houses shall provide (by way of a covenant in favour of the Owner) that each and every disposal of the Affordable Houses shall be at Low Cost to an Approved Person or in default of a nomination from the Council to a Deemed Approved Person in accordance with the provisions of this Agreement and that all

subsequent owners of the Affordable Houses shall be bound by the provisions of this Agreement

3. The transfer of the Affordable Houses shall include a requirement that the Affordable Houses shall be occupied as the sole or Main Residence of an Approved Person or a Deemed Approved Person
4. If the Owner shall not have been able to dispose of all or some of the Affordable Houses to Approved Persons or Deemed Approved Persons within six months from the Council's Notice then (on giving five working day's notice in writing to the Council) the Owner shall be able to dispose of any such Affordable Houses to persons not being Approved Persons or Deemed Approved Persons but subject to such Affordable Houses being disposed of at Low Cost
5. For the avoidance of doubt if the Open Market Value of any of the Affordable Houses cannot be agreed between the respective parties it shall be determined by a qualified surveyor of not less than ten years standing and experience in the valuation of residential property in the area in which the Property is situated and who shall act as expert

Part IV

(Scheme for Sale of the Affordable Houses by the Owner to the First Purchasers Thereof

1. The Owner shall prepare appropriate publicity or sales materials for the Affordable Houses and shall submit the same to the Council for approval
2. The Council shall approve or amend (as appropriate) such publicity or sales materials within twenty-one days of receipt by the Council and in default such publicity or sales materials shall be deemed to be approved
3. The Owner shall market the Affordable Houses using the publicity and sales materials approved by the Council in accordance with paragraphs 1 and 2 of Part IV hereof and at Low Cost
4. The Owner shall request potential suitable purchasers of the Affordable Houses to complete an Application Form in respect of the purchase of any of the Affordable Houses in the form set out in Part V hereof and shall submit such forms to the Council for approval
5. The Council shall within 28 days of receipt of any such Application Form confirm whether or not the applicant is an Approved Person and in default the Owner may nominate such an applicant provided that any such nomination is in accordance with the criteria set out in the First Schedule hereto

6. The Council shall act reasonably in confirming whether or not any such applicant is an Approved Person
7. If the Council shall state that any such applicant is not an Approved Person within such twenty-eight day period the proposed sale of an Affordable House to that applicant shall not proceed
8. If the Council shall so confirm that such applicant is an Approved Person or if the Owner shall have nominated an applicant in the circumstances described in paragraph ⁵8 hereof the Owner shall enter into a formal reservation of an Affordable House with any such applicant who shall desire to do so at Low Cost
9. Applicants reserving an Affordable House in accordance with the provisions of paragraph 8 of Part IV hereof shall have six weeks (or such longer period as the Owner in its discretion shall decide) from the date of signing the reservation form to enter into an unconditional contract to purchase one of the Affordable Houses and in default for any reason the Owner may cancel such reservation and enter into another reservation in respect of such Affordable House with an alternative applicant approved (or deemed to be approved) under the provisions of Part IV hereof
10. Transfers of the Affordable Houses shall be substantially in the form of the Transfer set out in Part VI hereof

PART V

(Application Form in respect of Purchase of the Affordable Housing

KIRKLEES BOROUGH COUNCIL

LOW COST HOME OWNERSHIP APPLICATION

Please answer all questions. Failure to do so may result in the application being returned.

Name of scheme applying for

APPLICANTS DETAILS

Main Purchaser

Surname (Mr, Mrs, Miss, Ms).....
First Name.....
Address.....
Postcode.....
Home Tel:.....
Work Tel:.....
Date of Birth

Joint Purchaser

Surname (Mr, Mrs, Miss, Ms).....
First Name.....
Address.....
Postcode.....
Home Tel:.....
Work Tel:.....
Date of Birth

HOUSEHOLD DETAILS

Please provide details of any other persons who are to be considered for housing as part of your household

Relationship (e.g. son, daughter, spouse)	Age	Date of Birth
.....		
.....		
.....		
.....		

PRESENT ACCOMMODATION DETAILS

What type of housing do you live in?

House Flat Other

If you live in a flat, on which floor do you live?

Basement Ground 1st 2nd and above

How many bedrooms are there?

Are you (please tick)

a Private tenant	Living with friends/relatives
a Council tenant	a Lodger
a Housing Association tenant	an Owner Occupier

Do you have	Yes	No	Shared
Kitchen or cooking facilities			
Bathroom			
Hot water supply			
Inside toilet			
Permanent heating			

Does your home suffer from any of the following:-

	Yes	No
Damp		
Leaking roof		
Dangerous electrical wiring		
Rotten windows/doors		
Other		

FINANCIAL DETAILS

	Main Purchaser	Joint Purchaser
Employer		
How long employed there?		

Income

£.....

£.....

Please tick

Please tick

..... Weekly

..... Weekly

..... Monthly

..... Monthly

..... Annually

..... Annually

Type

(e.g. wages, benefits)

Savings

(including shares, banks &
building society etc)

£.....

£.....

If you own your own home

What is the approximate
value?

£.....

£.....

What is the outstanding
mortgage?

£.....

£.....

If you rent your own

How much is your weekly
rent?

£.....

£.....

Who is your landlord?

.....

.....

REASONS FOR LOW COST HOUSING

Why are you looking to purchase a property under a low cost home ownership scheme? Please tick which is/are closest to your circumstances and use the extra space to provide any additional information to support your application

Require a larger or smaller accommodation

.....

Cannot afford upkeep of current property

.....

Need to be nearer employment

.....

Need to be near friend/relative to give or receive care or support

.....

Financial reasons - need less expensive housing

.....

Wish to form new household (e.g. living with relatives,
waiting to get married etc)

.....

Need to move as a result of racial or sexual harassment,
domestic violence, neighbour disputes or relationship
breakdown

.....

Member of household is expecting a child

.....

Additional information

.....
.....
.....
.....
.....

PART VI

(Draft Transfer for the Affordable Housing)

H M LAND REGISTRY
Land Registration Act 1925 - 1986**TRANSFER****FREEHOLD LAND**
(PART)

County & District : Kirklees

Title No: :

Property : Land at Long Lane, Honley

Plot Number : Plot

Dated this day of

1. THE following definitions shall have the following meanings in this Transfer:-

- 1.1. "The Transferor" means JONES HOMES (NORTHERN) LIMITED whose registered office is at Emerson House Hayes Lane Alderley Edge Cheshire SK9 7LF
- 1.2. "The Council" means KIRKLEES BOROUGH COUNCIL of Civic Centre Huddersfield HD1 2IR
- 1.3. "The Transferee" means
- 1.4. "The Property" means The land shown edged red on the plan annexed hereto being part of the land comprised in the Title above referred to and situate on the Estate TOGETHER WITH the dwellinghouse and premises erected thereon and known as or intended to be known as
- 1.5. "The Estate" means all the land now or formerly comprised in

- the above Title Number (whether already disposed of by the Transferor or not)
- 1.6. "The Gross Value" means the value of the Property agreed between the parties hereto as at the date hereof if the same was sold on the open market with vacant possession subject to the covenants and restrictions contained herein with the exception of the covenant contained in clause 4.3 and the Fourth Schedule hereof
- 1.7. "The Net Sale Price" means the consideration referred to at clause 3 hereof being a sum equal to Seventy Five per cent (75%) of the Gross Value
- 1.8. "Disposal" means whether in relation to the whole or part of the Property and "dispose" and "disposal" shall be construed accordingly
- 1.9. "Exempted Disposal" means a disposal of a type as set out in the Fifth Schedule hereto
- 1.10. "Disposal Notice" means a notice in writing be given to the Council by the Transferee of his intention to dispose of the Property in the form attached hereto
- 1.11. "Open Market Value" means in relation to any particular Disposal Notice means the Open Market Value of the Property as at the date of such Notice calculated in accordance with the Sixth Schedule hereto
- 1.12. "Nominee" means the person nominated by the Council as being the next proposed transferee of the Property such person to be a person living in unsuitable housing conditions who is unable to afford suitable housing at open market prices ("a person in housing need")
- 1.13. The expressions "Transferor" "Council" and "Transferee" shall where the context so admits include the successors of the Transferor the Council and the Transferee respectively and the expression "Transferee" shall further include the masculine the feminine the singular and the plural and where two or more persons constitute the Transferee all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally

2. THE parties agree that the Gross Value of the Property as at the date hereof is the sum of pounds (£)
3. IN CONSIDERATION of the Net Sale Price being the sum of Pounds (£) the receipt of which is acknowledged the Transferor HEREBY TRANSFERS with full title guarantee to the Transferee the Property TOGETHER WITH the rights and easements more particularly mentioned in the First Schedule hereto EXCEPT AND RESERVED the rights easements and other matters more particularly mentioned in the Second Schedule hereto
- 4.1. FOR the benefit and protection of the unsold remainder of the Estate or any part or parts thereof and so as to bind so far as may be the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the restrictions and stipulations contained in the Third Schedule hereto but so that the Transferee shall not be liable for any breach of this covenant occurring on or in respect of the Property or any part or parts thereof after he shall have parted with his interest therein PROVIDED THAT the Transferor or its successors in title shall not be prevented from developing or disposing of any part or parts of the remainder of the Estate free from any of the restrictions and stipulations mentioned in the Third Schedule or otherwise using the remainder of the Estate in such manner as it or they shall think fit
- 4.2. FOR the purpose of affording to the Transferor a full and sufficient indemnity (but not further or otherwise) the Transferee hereby covenants with the Transferor hereafter to observe and perform the covenants conditions and other matters contained or referred to in the registers of title of the above title number insofar as the same relate to and affect the Property and to that extent (but not further or otherwise) to indemnify and keep fully and effectually indemnified the Transferor against any liability arising out of any future breach non-observance or non-performance thereof
- 4.3. THE Transferee hereby covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1984 that the Transferee shall not dispose of the Property except in accordance with the provisions and procedure contained in the Fourth Schedule hereto unless the proposed disposal is an Exempted Disposal
- 5.1. THE Transferor hereby covenants with the Transferee to construct the Estate road and footpath and sewers thereunder (if any) to which the Property abuts to the specifications of the relevant authority as a highway or sewer maintainable at the public expense and will indemnify the Transferee from and against all costs charges and expenses in respect thereof until the same shall be adopted by the Local Authority
- 5.2. THE Transferor hereby covenants with the Transferee so as to benefit the Property not to obstruct the accessway shown coloured yellow on the said plan (if any)
6. THE Council covenants with the Transferor that it will not modify release or vary the

covenant detailed at clause 5 and paragraph 4 of the Fourth Schedule hereto without the prior consent in writing of the Transferor

7. **THE** parties declare that:-

- 1 the walls and fences separating the Property from the adjoining land included in the Estate shall be party walls and fences and the fences indicated by a "T" (if any) within a boundary on the Property on the plan annexed hereto shall belong to the Property
- 2 time shall be of the essence in respect of the time limits referred to in the Fourth and Sixth Schedules hereto
- 3 the Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land of the Transferor shall be deemed to be had by consent of the Transferor
- 4 the eaves gutters downspouts cisterns passages drains sewers pipes wires and cables and all other matters and things now used or intended to be used and enjoyed in common by the owner and occupiers for the time being of the Property and of any other land comprised in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expenses of those persons entitled to the use and enjoyment of them

8. **THE** parties hereby apply to the Registrar for the entry of the following restriction on the register of the title to the Property:

"Except under an Order of the Registrar to transfer or lease by the proprietor of the land or by the proprietor of any registered charge is to be registered except in pursuance of the provisions of the Fourth Schedule (hereto)"

9. **WHERE** the Transferee hereunder shall be more than one person they hereby declare that they hold the Property upon trust for themselves as beneficial joint tenants and that the survivor of them can give a valid receipt for capital money on a disposition of the Property

IN WITNESS whereof the parties hereto have executed this deed the day and year first before written

THE FIRST SCHEDULE

Rights in favour of the Transferee that are included in this Transfer

- 1 Rights of way (in common with the Transferor and all others similarly entitled or

authorised by the Transferor) over all the Estate road and footpath (including any service strip which forms part of or abuts the Property) in order to obtain access to existing public highways but the right of way granted by this Transfer over any road or footpath shall terminate upon that road or footpath becoming a highway maintainable at the public expense

- 2 The right (in common as last aforesaid) to use (but for the ordinary purposes only of a single dwellinghouse upon the Property) existing and future sewers and drains beneath the Estate and serving both the Property and adjoining and adjacent properties forming part of the Estate subject to the Transferee paying a proportion of the cost of their maintenance and renewal calculated by reference to the number of properties served by the sewer or drains for which the cost has been incurred
- 3 The right (in common as aforesaid) to use existing and future water pipes gas pipes electricity cables and other services beneath the Estate and serving both the Property and adjoining and adjacent properties subject to the Transferee paying a proportion of the cost (if any) of their maintenance and renewal calculated by reference to the number of properties served by the water pipes gas electricity cables and other services for which the cost has been incurred
- 4 The right to enter upon any part of the Estate in order to lay connect into inspect test repair or renew any existing or future drains sewers water pipes gas pipes electricity cables or other services **PROVIDED THAT** the Transferee shall:-
 - (a) give reasonable prior notice in writing to the occupier of his intention to exercise this right (except in the case of emergency) and only enter upon such part of the Estate as is necessary
 - (b) cause as little inconvenience as is reasonably possible to the occupier
 - (c) cause as little damage as is reasonably possible to the Estate
 - (d) forthwith at his own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the occupier
 - (e) not to damage the drains and sewers or discharge deleterious materials into the same
- 5 A right (if necessary) of overhang for the eaves of the dwellinghouse and/or garage erected on the Property on to the adjoining properties forming part of the Estate and the right of eavesdrop thereon and the right for the foundations of the dwellinghouse and/or garage erected on the Property to protrude into the adjoining properties on the Estate and the right for the Transferee and his servants agents and workmen to enter upon such adjoining properties for the purpose of pointing painting repairing maintaining and cleansing the gable wall roof gutters eaves woodwork and foundations of the dwellinghouse and/or garage erected on the Property **PROVIDED THAT** the Transferee shall

- (a) give reasonable prior notice in writing to the occupier to enter upon such adjoining properties (except in the case of emergency) and only enter upon such part of such adjoining properties as is necessary
 - (b) cause as little inconvenience as is reasonably possible to the occupier
 - (c) cause as little damage as is reasonably possible to such adjoining properties and
 - (d) forthwith at his own expense to make good any damage caused by the exercise of such rights to the reasonable satisfaction of the occupier of such adjoining properties
- 6 The right (if necessary) to use for the purposes of erecting in the future a dwellinghouse and/or garage on the Property any gable wall of or to the dwellinghouses and/or garages which are now or may in the future be erected on the adjoining land comprised in the Estate on the boundary between the Property and such adjoining land and for such purpose to tie into such gable wall and use the same as the inside wall of such dwellinghouse or garage **PROVIDED THAT** the Transferee shall
- (a) give reasonable prior notice in writing to the occupier to enter upon such adjoining properties (except in the case of emergency) and only enter upon such part of such adjoining properties as is necessary
 - (b) cause as little inconvenience as is reasonably possible to the occupier
 - (c) cause as little damage as is reasonably possible to such adjoining properties and
 - (d) forthwith at his own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the occupier of such adjoining properties
7. All such other rights easements and quasi-easements as are at present enjoyed or are necessary for the better use and occupation of the Property in on over or under the adjoining land comprised in the Estate
- 8 A right of way for all purposes by day or night with or without vehicles over and along so much of the accessway shown coloured yellow (if any) on the said plan as is not hereby transferred subject to the Transferee contributing to the expense of maintaining and repairing the same as herein provided
9. A right of way by day or night but on foot only over and along so much of the footpath shown coloured blue (if any) on the said plan as is not hereby transferred subject to the Transferee contributing to the expense of maintaining and repairing the same as is herein provided

THE SECOND SCHEDULE

Rights in favour of the Transferor and all other persons entitled thereto or authorised by the Transferor that are excepted and reserved from this Transfer

- 1 Rights of way (in common with the Transferee) over such part or parts of any Estate road and/or footpath including any service strip as is included in this Transfer
- 2 The right (in common as last aforesaid) to use existing and future sewers and drains beneath the Property and serving any other part of the Estate subject to the person or persons exercising such right paying a proportion of the cost of their maintenance and renewal calculated by reference to the number of properties served by the sewer or drain for which the cost has been incurred
- 3 The right (in common as last aforesaid) to use existing and future water pipes gas pipes electricity cables and other services beneath the Property and serving any other part of the Estate subject to the person or persons exercising such right paying a proportion of the cost (if any) of their maintenance and renewal calculated by reference to the number of properties served by the water pipes gas pipes and electricity cables and other services for which the cost has been incurred
- 4 The right to enter upon any part of the Property in order to lay connect into inspect test repair or renew any existing or future drains sewers water pipes gas pipes electricity cables or other services **PROVIDED THAT** the person or persons exercising such rights shall:-
 - (a) give reasonable prior notice in writing to the Transferee of its intention to exercise this right (except in the case of emergency) and only enter upon such part of the Property as is necessary
 - (b) cause as little inconvenience as is reasonably possible to the Transferee
 - (c) cause as little damage as is reasonably possible to the Property
 - (d) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Transferee
 - (e) not to damage the drains and sewers or discharge deleterious materials into the same
- 5 The right to enter on any part of the Property with equipment for the purpose of building walls (including retaining walls) and buildings on or near the boundary of the adjoining properties and (if necessary) to remove boundary walls and fences **PROVIDED THAT** the person or persons exercising such right shall:-
 - (a) give reasonable prior notice in writing to the Transferee to enter upon the Property (except in the case of emergency) and only enter upon such part of the

Property as is necessary

- (b) cause as little inconvenience as is reasonably possible to the Transferee
 - (c) cause as little damage as is reasonably possible to the Property
 - (d) forthwith at its or their own expense make good any damage caused by the exercise of such right to the reasonable satisfaction of the Transferee
6. A right (if necessary) of overhang for the eaves of the dwellinghouses and/or garages erected or to be erected on the adjoining properties forming part of the Estate on to the Property and the right of eavesdrop thereon and the right for the foundations of any such dwellinghouses and/or garages to protrude into the Property and also the right for the Transferor and its successors in title owners and occupiers for the time being of such adjoining properties for itself or themselves and its or their servants agents and workmen to enter upon the Property for the purpose of pointing painting repairing maintaining and cleansing the gable wall roof gutters eaves woodwork and foundations of the dwellinghouses and/or garages erected or to be erected on such adjoining properties the person or persons so entering making good all damage thereby caused to the Property
7. The right to enter upon the Property for the purpose of planting any tree or shrub and carrying out any landscaping work and other works required by any tree planting landscaping or similar scheme agreed between the Transferor and the Local Planning Authority or a Planning Permission or to meet the proper requirements of the Local Planning Authority and the right to enter to comply with any requirements of the Local Planning Authority the person or persons so entering making good all damage thereby caused to the Property
8. The right (if necessary) to use for the purpose of erecting in the future dwellinghouses and/or garages on the adjoining land comprised in the Estate any gable wall of or to the dwellinghouse and/or garage which are now or may hereafter in the future be erected on the Property on the boundary between the Property and such adjoining land and for such purposes to tie into such gable wall and use the same as the inside wall of such dwellinghouse and/or garage **PROVIDED THAT** the person or persons exercising such rights shall:-
- (a) give reasonable prior notice in writing to the Transferee to enter upon the Property (except in the case of emergency) and only enter upon such part of the Property as is necessary
 - (b) cause as little inconvenience as is reasonably possible to the Transferee
 - (c) cause as little damage as is reasonably possible to the Property and
 - (d) forthwith at its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Transferee

9. All such other rights easements and quasi-easements as are presently enjoyed or are necessary for the better use and occupation of the adjoining land comprised in the Estate in on or over or under the Property
10. (a) A right of way for all purposes by day or by night with or without vehicles over and along so much of the accessway shown coloured yellow (if any) on the said plan as is hereby transferred with the right to enter upon such part of the Property to lay construct and otherwise complete the said accessway
(b) The right for the appropriate Public Authority or Authorities for the time being to enter upon so much of the accessway (if any) shown coloured yellow as is hereby transferred for the purpose of laying maintaining renewing repairing altering reconstructing or removing any pipes cables or installation in under or over so much of the said accessway without notice to the Transferee and without any obligation to pay compensation for any damage caused by so doing but nevertheless so that as little damage or disturbance as possible shall be caused to the Transferee or the said accessway and any damage shall be made good as soon as reasonably practicable
11. A right of way by day or night but on foot only over and along so much of the footpath (if any) shown coloured blue on the said plan as is hereby transferred
12. The right (if necessary) for the Transferor and/or Drainage Authority to enter upon the part of the property forming the line of the sewer or sewers (if any) shown on the said plan and a space of three metres on both sides thereof at all times with or without workmen servants or agents plant machinery equipment tools and materials for the purpose of constructing laying making repairing renewing cleansing and maintaining the said sewer or sewers as may be reasonable and proper but not for any other purpose whatsoever the person or persons so entering making good any damage occasioned by such entry

THE THIRD SCHEDULE

- 1 To keep all sewers and drains belonging to the Property and the walls fences and other boundary structures marked "T" on the said plan hereto annexed in good repair and condition and properly cleansed
- 2 To pay a reasonable proportion of the expense of constructing repairing renewing and cleansing all party sewers drains pipes watercourse and other structures and things whatsoever the use of which is common to the Property and any adjoining or neighbouring premises such proportion in the case of dispute to be conclusively determined by the Transferor
- 3 To maintain and keep in repair and properly cleansed any watercourse or culvert within or abutting the Property to the requirements and satisfaction of the relevant authority

4. (a) Not to raise any objections to the adoption by the relevant competent authority of either any drains or sewers laid or to be laid within the Perpetuity Period in or through the Property under the Public Health Acts or otherwise or any road or footpath abutting or forming part of the Property under the Highways Act and if necessary to grant to the relevant competent authority such easement as it shall require in connection with the adoption of the drainage or sewerage system and further (where applicable) not to object to the construction of a footpath fronting the Property in substitution for any services strip
- (b) Not to object to any application made by the Transferor to the relevant competent authority for the adoption of any relevant drains and sewers constructed in or on the Estate or in or on the Property within the Perpetuity Period pursuant to Section 104 of the Water Industry Act 1991 or any statutory re-enactment for the time being in force and if and when called upon to do so by the Transferor to make application to the relevant competent authority as aforesaid together with the Transferor for the adoption of the said drains and sewers
- (c) Not to object to any Planning Application made or to be made by the Transferor in respect of the Estate or any adjoining and adjacent land in which the Transferor has or secures an interest
5. Not to erect any dwellinghouse erection or other building or buildings or make any external additions or alterations thereto which shall not as to the entirety thereof be in accordance with such plans and elevations as shall have been previously approved by the Transferor or its Surveyor and the Transferee shall pay the fees of the Transferor or its Surveyor for the approval of such plans and elevations (not being less than Twenty Five Pounds) to the intent that there shall be erected on the Property a single private dwellinghouse only
6. (a) Not to use or permit or suffer to be used any building or erection for the time being upon the Property or any part or parts thereof for any institutional use or for any trade manufacture or business of any kind or otherwise than as a single private dwellinghouse in the occupation of one family only or as an outbuilding thereto or to affix or display or permit or suffer to be affixed or displayed on the Property or any part thereof any placard nameplate sign or advertisement other than a notice in the usual form to the effect that the Property is for sale or to be let and further not to use or permit or suffer to be used otherwise than as a garden or pleasure ground (in connection with the use and enjoyment of the said dwellinghouse) any part of the Property as shall not for the time being form the site of any building or structure
- (b) without prejudice to the generality of the foregoing sub paragraph any garage on the Property shall be used exclusively as a private garage for the keeping of a private car or cars or motor cycle or cycles and items of a domestic or horticultural nature and no trade or business shall be carried on either in or from such garage and the same shall not be used for the storage of goods in connection with or ancillary to any trade or business

7. To observe perform and comply with (and to indemnify the Transferor from the consequence of any breach of) the exceptions reservations rights and other matters contained or referred to in the Register of the Title above mentioned or in the Assurance or Assurances to the Transferor of the part or parts of the said Estate of which the Property forms part so far as the same relate to or affect the Property and remain to be observed and performed in respect thereof
8. To ensure that nothing shall at any time be done or omitted on the Property that shall be or cause a nuisance annoyance or injury to any part of the Estate or its occupiers and in particular (but without prejudice to the generality of the foregoing) not to place have or park (save for temporary periods) any caravan or other similar vehicle commercial vehicle or temporary structure or boat whatsoever upon the Property
9. Not to keep upon the Property any animals or birds save dogs cats and indoor caged birds kept as domestic pets
10. To bring the gardens forming part of the said plot under cultivation within six months from the date hereof and thereafter to keep the same in a tidy condition and weed free AND (without prejudice to the generality of the foregoing and in accordance with the principles of good landscape gardening and arboriculture) to prune tend and replace any tree or shrub planted on the Property by the Transferor and maintain any landscaping works in accordance with any tree planting landscaping or similar scheme agreed between the Transferor and the Local Planning Authority or to meet the proper requirements of the Local Planning Authority
11. With the object and intent of achieving uniformity of siting design and external appearance on the said Estate not to erect or maintain or suffer to be erected or maintained on such part of the Property as is situate in front of the front or any side building line of the dwellinghouse any building erection or structure whatsoever whether movable or immovable (other than a porch of and to the said dwellinghouse which shall not protrude more than four feet in front of the said building line) or any gate gatepost wall (other than a retaining wall) fence hedge or other partition and such part of the Property shall at all times during the said term be left open and unbuilt upon and laid out as a garden (but predominately as a lawn) and kept in a neat and tidy condition and free from rubbish
12.
 - (i) To keep open and free from obstruction the Estate road and footpath and landscaped areas (if any) forming part of the Property and on the Estate and permit the same to be used at all times for public purposes
 - (b) Without the written consent of the Highway Authority not to use any part of the Property which forms part of a highway visibility splay or grass verge for any purpose other than as a lawn and in particular not to allow any structure or thing to be placed or remain thereon or to carry out any landscaping or planting of any description and (if required by the Highway Authority or the Transferor) to dedicate such highway visibility splay or any grass verge or any landscaped area forming part of the Property to the use of the public free of expense

13. Not to permit grant or allow any person firm or company (other than the Transferor and all other persons entitled thereto and authorised by the Transferor in accordance with the exception and reservation hereinbefore mentioned) to tie into connect with and use any drains channels sewers pipes watercourses gutters electric cables wires and other service conduits which are now or may hereafter during the Perpetuity Period be constructed or laid in on over or under the Property
14. To pay to the Transferor on demand all costs charges and expenses incurred by the Transferor in repairing and making good any damage to the roads and footpaths constructed or laid by the Transferor on the said Estate caused by the act neglect or default of the Transferee or the occupier for the time being of the Property
15. Not to:-
 - (a) alter the type of rendering to or other front elevation treatment of the dwellinghouse from that originally applied by the Transferor
 - (b) paint the woodwork of the dwellinghouse in a different colour from the colour applied by the Transferorwithout the consent in writing of the Local Planning Authority and the Transferor and when applying for the Transferor's consent the Transferee must produce the consent of the Local Planning Authority
16. Not at any time hereafter to damage or cause or suffer to be damaged any gable wall of or to the dwellinghouses and/or garages which are now or may in the future be erected on the adjoining land comprised in the Estate on the boundary between the Property and such adjoining land and will forthwith make good all damage caused to such gable wall by exercise of the rights granted by paragraph 6 of the Second Schedule hereto to the reasonable satisfaction of the Transferor or the owners or occupiers for the time being of such adjoining land
17. Not to transfer the Property to any department of Central or Local Government
18. Not to grant to any person firm or company (except to the Transferor in accordance with the covenant next hereinafter mentioned) the right to construct on the Property any drains channels sewers pipes watercourses gutters electric cables wires and other service conduits for the benefit of any adjoining or adjacent land not in the Transferor's ownership
19. To grant to the Transferor at no cost such rights and easements as the Transferor shall require for the benefit of any adjoining or adjacent land now owned or within the Perpetuity Period to be acquired by the Transferor to lay and thereafter use on or over or under the Property any drains channels sewers pipes watercourses gutters electric cables wires and other service conduits and to assist the Transferor in procuring the adoption of any such drains or sewers by the Local Authority

20. Not to affix install or erect or cause to be affixed installed or erected on the front or any side elevation of the dwellinghouse or other buildings forming part of the Property any satellite television receiving dish or similar apparatus
21. (a) To keep open and free from obstructions the said accessway (if any) shown coloured yellow on the said plan and to allow free access over the same
- (b) make good any damage to the said accessway (if any) caused by the act neglect or default of the Transferee or the occupier for the time being of the Property and
- (c) to pay a fair and proper proportion of the expense from time to time incurred of cleansing maintaining repairing and renewing the said accessway (if any) and such proportion in the case of dispute or difference shall be conclusively determined by the Surveyor for the time being of the Transferor and the costs of such Surveyor shall be borne by the interested parties and for the avoidance of doubt nothing in this paragraph shall impose upon the Transferor any obligation to cleanse maintain repair and renew the said accessway (if any) or make good any damage caused to the same
22. Not at any time hereafter to erect or construct any building wall or fence or plant any tree or shrub on the strip of land (if any) within which the service conduits of the Statutory Undertakers will be laid (which will be clearly marked on the land and the approximate position of which is shown hatched black on the said plan) herein called the service strip) or do or suffer to be done therein or thereon any act matter or thing whereby the cover of soil over or the support of pipes wires and/or cables laid or to be laid therein shall be altered or which may render access thereto more difficult or expensive and the Highway Authority and the Statutory Undertakers shall have unencumbered rights of access over and in the service strip as a lawn in a neat and tidy condition
23. Not at any time to erect or maintain or suffer to be erected or maintained any building erection or structure whatsoever whether movable or immovable over or across the line of the said sewer or sewers (if any) or within a space of three metres on both sides thereof and so as to enable the Transferor and/or Drainage Authority to have free access over the same and not to obstruct or interfere with the said sewer or sewers or the free passage and running of soil and/or water in and through the said sewer or sewers
24. (a) To keep open and free from obstruction the said footpath (if any) shown coloured blue on the said plan and to allow free access over the same
- (b) to make good any damage to the said footpath (if any) caused by any act neglect or default of the Transferee or the occupier for the time being of the property and
- (c) to pay a fair and proper proportion of the expense from time to time incurred of cleansing maintaining repairing and renewing the said footpath (if any) and such proportion in the case of dispute or difference shall be conclusively determined by the Surveyor for the time being of the Transferor and the costs of such Surveyor shall be borne by the interested parties and for the avoidance of doubt nothing in

this paragraph shall impose upon the Transferor any obligation to cleanse maintain repair and renew the said footpath (if any) or make good any damage to the same

25. To pay a fair and proper proportion of the expense from time to time incurred of cleansing maintaining repairing and renewing the visitor car parking areas (if any) shown and coloured brown on the said plan such proportion in the case of dispute or difference shall be conclusively determined by the Surveyor for the time being of the Transferor and the costs of such Surveyor shall be borne by the interested parties and for the avoidance of doubt nothing in this paragraph shall impose upon the Transferor any obligation to cleanse maintain repair and renew the said visitor car parking areas (if any) or make good any damage caused to the same

THE FOURTH SCHEDULE

(Resale Covenants)

1. The Transferee shall give to the Council the Disposal Notice
2. On or before the expiry of one calendar month from the date of service of the Disposal Notice the Open Market Value of the Property shall be determined
3. On or before the expiry of twenty eight days from the date of the Disposal Notice the Council shall notify the Transferee in writing of the identity of the Nominee
4. The Transferee shall not dispose of the property to the Nominee or to any other person at a consideration exceeding a sum equal to Seventy Five per cent (75%) of the Open Market Value
5. The Transferee shall not dispose of the Property to any person other than the Nominee except where either:-
 - 5.1. the Council fails to notify the Transferee of the identity of the Nominee in accordance with clause 3 of this Schedule within a period of twenty eight days of the date of any Disposal Notice; or
 - 5.2. the Nominee fails to enter into a binding contract to acquire the Property within three calendar months of the date of the Disposal Notice

in which case the Transferee shall thereafter be entitled to dispose of the Property to a person whom the Transferee acting reasonably considers to be a person in need of housing accommodation who is on the Council's Housing Register or upon application appropriate for inclusion on the Council's Housing Register

THE FIFTH SCHEDULE

(Exempted Disposals)

Exempted Disposals are:-

1. A disposal of the whole Property to one or more of the following:-
 - 1.1. The person or persons making the Disposal
 - 1.2. The spouse or former spouse of that person or of one of those persons
 - 1.3. A member of the family (within the meaning of Section 186 of the Housing Act 1985) of any person making the Disposal who has resided with that person throughout the period of twelve months ending with the Disposal
2. The vesting of the whole of the property in a person taking under a will or on an intestacy
3. A disposal of the whole Property pursuant to an Order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provisions for Family and Dependant) Act 1975
4. A disposal to a person acquiring the Property compulsorily or a voluntary disposal to a person who has made or would have made an Order for the compulsory purchase of the Property for the purposes for which it is acquired or a person for whom another person has made or would have made such an Order

THE SIXTH SCHEDULE

(Valuation Provisions)

1. Subject to clause 2 of this Schedule the Open Market Value of the Property shall be such as is agreed between the Council and the Transferee and the Nominee within fourteen days of the date of service of the Disposal Notice
2. If the parties shall fail to agree within fourteen days of the date of the Disposal Notice the Open Market Value shall be determined by a qualified surveyor of not less than ten years standing and experienced in the valuation of residential property in the area in which the Property is situated who shall act as an expert and not as an arbitrator but who shall give the parties the opportunity to make submission to him and who shall be appointed in default of agreement as to the appointment upon the application of either party which may be made at any time after the expiration of the said period of fourteen days by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy and the cost (including costs relating to his appointment) of such surveyor shall be borne

equally by the Council and the Transferee who shall otherwise bear their own costs and expenses

3. The determination under clause 2 of this Schedule shall be made within one calendar month of the Disposal Notice and shall be made on the basis of the value of the Property if sold on the open market with vacant possession subject to the covenants and restrictions contained herein with the exception of the covenant contained in clause 4.3 hereof and the Fourth Schedule hereto

THE COMMON SEAL of
JONES HOMES (NORTHERN) LIMITED
was hereunto affixed in the
presence of:-

Director

Secretary

THE COMMON SEAL of
KIRKLEES BOROUGH COUNCIL
was hereunto affixed in the
presence of:-

DISPOSAL NOTICE

I/WE

HEREBY give you formal notice of my/our intention to dispose of my/our interest in the
property known as

in accordance with the Fourth Schedule to the Transfer to me dated

and await your acknowledgment and response in respect thereof

PLANT SCHEDULE

Key	Botanical Name	Form	1 transplanted	Width (cm)	Min. height (cm)	Root condition/size of container	Min no. branches/branches	Density (m ²)
TREES								
BP	Betula pendula	Fthd	2 x	-	200-250	-	-	-
FE	Fraxinus excelsior	Fthd	2 x	-	200-250	-	-	-
MGH	Malus 'Golden Hornet'	Fthd	2 x	-	200-250	-	-	-
MJD	Malus 'John Downie'	Fthd	2 x	-	200-250	-	-	-
MT	Malus tschonoskii	Fthd	2 x	-	200-250	-	-	-
PP	Prunus padus	Fthd	2 x	-	200-250	-	-	-
SJR	Sorbus 'Joseph Rock'	Fthd	2 x	-	200-250	-	-	-
SA	Sorbus aucuparia	Fthd	2 x	-	200-250	-	-	-
SAS	Sorbus aucuparia 'Sheerwater Seedling'	Fthd	2 x	-	200-250	-	-	-
TC	Tilia cordata	Fthd	2 x	-	200-250	-	-	-
WHIP MIX								
CORAV	Corylus avellana 10%	Tsp	1+1	-	60-80	B	-	Planted in species
GRAM	Crataegus monogyna 30%	Tsp	1+1	-	60-80	B	-	grps of
CYTS	Cytisus scoparius 10%	Tsp	1+1	-	60-80	B	-	no less than 10,
ILEA	Ilex aquifolium 10%	-	-	-	60-80	3L	-	no more than 20 at 1m ²
PRUS	Prunus spinosa 20%	Tsp	1+1	-	60-80	B	-	-
ROSC	Rosa canina 10%	Tsp	1+1	-	60-80	B	-	-
VISO	Viburnum opulus 10%	Tsp	1+1	-	60-80	B	-	-
SHRUBS								
BOP	Berberis x ottawensis 'Purpurea'	-	-	-	40-60	5L	3	3
BTR	Berberis thunbergii 'Red Chief'	-	-	-	30-40	3L	4	4
BDW	Buddleia 'White Cloud'	-	-	-	60-80	5L	7	3
CAB	Ceanothus 'Autumnal Blue'	-	-	-	40-60	3L	4	3
CTR	Ceanothus thyrsiflorus 'Repens'	-	-	-	30-40	3L	5	4
CAS	Cornus alba 'Spaethii'	-	-	-	60-80	5L	5	3
CH	Cotoneaster horizontalis	-	-	-	30-40	3L	4	4
CSK	Cotoneaster 'Skogholm'	-	-	-	30-40	3L	4	4
CSA	Cytisus scoparius 'Andreasen'	-	-	-	40-60	3L	7	3
EEL	Eleagnus ebbingei 'Limelight'	-	-	-	60-80	5L	4	4
EOS	Escallonia 'Donard Seedling'	-	-	-	40-60	3L	4	4
EFE	Euonymus fortunei 'Emerald & Gold'	-	-	-	20-30	3L	7	4/5
EFS	Euonymus fortunei 'Silver Queen'	-	-	-	20-30	3L	7	4/5
EJ	Euonymus japonicus 'Ovatus Aurea'	-	-	-	30-40	3L	4	4
GL	Genista lydia	-	-	-	30-40	3L	5	4
GDC	Griselinia littoralis 'Dixon's Cream'	-	-	-	40-60	3L	3	3
HMW	Hebe 'Mrs Winder'	-	-	-	30-40	3L	5	4
HPP	Hebe pinguifolia 'Pagei'	-	-	-	20-30	3L	5	4
HEDH	Hedera helix	-	-	-	40-60	2L	-	4
JHG	Juniperus horizontalis 'Glaucia'	-	-	-	30-40	3L	-	4
KJP	Kermia japonica 'Pleniflora'	-	-	-	40-60	3L	3	3
LAV	Lavandula angustifolia 'Vera'	-	-	-	20-30	3L	5	4
LNB	Lonicera nitida 'Baggesen's Gold'	-	-	-	30-40	3L	3	4
PE	Potentilla 'Elizabeth'	-	-	-	30-40	3L	3	4
PFE	Potentilla fruticosa 'Elizabeth'	-	-	-	30-40	3L	4	4
PFK	Potentilla fruticosa 'Katherine Dykes'	-	-	-	30-40	3L	4	4
PL	Prunus laurocerasus	-	-	-	40-60	3L	4	3
PCB	Prunus laurocerasus 'Cherry Brandy'	-	-	-	30-40	3L	3	3
RSK	Ribes sanguineum 'King Edward VII'	-	-	-	60-80	3L	3	3
RMG	Rosa 'Red Max Graf'	-	-	-	30-40	3L	-	4
SS	Senecio 'Sunshine'	-	-	-	30-40	3L	-	4

Fin: Feathered B: Bare rooted Tsp: Transplanted

ATTENDS TO LATES T. L. T. T. T.

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Project
LONG LANE, HONL

JONES HOMES (N

Title
LANDSCAPE PROJ
HOUSING PLOTS

Date
Nov '99

Scale
1:200

Dwn
JHP

Chkd
JHP

KIRKLEES METROPOLITAN COUNCIL

Town and Country Planning Act
1990

Application Number : 99/62/92643/W3

TO : KNAPTON & KNAPTON
WESTGROVE HOUSE
3 CLARE ROAD
HALIFAX
HX1 2HX

DRAFT

For : JONES HOMES (NORTHERN) LTD

In pursuance of its powers under the above-mentioned Act and Order the KIRKLEES METROPOLITAN COUNCIL (hereinafter called "The Council") as Local Planning Authority hereby

ERECTION OF 31 NO. FOUR BEDROOM DETACHED
DWELLINGS AND 4 NO. TWO BEDROOMED TOWN HOUSES
WITH GARAGES

AT:- PLOTS 1-35, LONG LANE, HONLEY, HUDDERSFIELD.

In accordance with the plan(s) and applications submitted to the Council on 17 SEPTEMBER 1999,

- X
- (1) The development shall be begun not later than the expiration of five years beginning with the date on which permission is granted.
 - (2) The development hereby permitted shall be carried out in complete accordance with the approved plans and specifications except as may be required by other conditions.
 - (3) The site shall be developed by means of a separate system of foul and surface water drainage.
 - (4) No piped discharge of surface water from the application site shall take place until the required surface water drainage works have been completed in accordance with details to be submitted to and approved in writing by the Local Planning Authority.
 - (5) The building(s)/development shall be constructed of natural stone. The stonework shall be laid as regular course rubble walling unless otherwise agreed in writing by the Local Planning Authority.

A comprehensive scheme for landscaping treatment of the site prepared in accordance with the Local Planning Authority's Code of Practice Note 2 shall be submitted to and approved in writing by the Local Planning Authority before development commences.

- (7) Any planting, seeding or tree management works forming part of the landscaping scheme referred to in condition 6 shall be carried out during the first planting, seeding or management season following the commencement of development, or as otherwise may be agreed in writing by the Local Planning Authority, and shall be maintained for a period of five years from the completion of planting works. All specimens which die within this period shall be replaced to the satisfaction of the Local Planning Authority.
- (8) No development shall take place until provision has been made to the satisfaction of the Local Planning Authority for the parking, loading and unloading of contractors plant and equipment and the parking of vehicles of the workforce within the site.
- (9) Before development commences/the development is first occupied any boundary wall, fence, hedge or planting shall be set back behind the visibility splay line shown on the approved plan, and anything existing within the splay line shall be either removed or lowered to the height of the adjoining highway.
- (10) Nothing shall be permitted to be planted or erected within a strip of land 2.0m deep measured from the carriageway edge of the new estate road along the full frontage of the site which exceeds 1m in height above the level of the adjoining highway.
- (11) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order, 1995, permitted development rights are withdrawn for the conversion of the integral garages on plots 1-4, 6-9, 11-19, 23-24, 30-34.
- (12) Notwithstanding the submitted plans, the drives to plots 5 and 29 shall be a minimum of 3m in width.
- (13) Having regard to BPG24, a written scheme shall be submitted and approved for the protection of the future occupiers of plots 25-28 in the development from noise from:
 - (a) The industrial unit on the northern boundary of the site, near Lombardy Close. The measures to provide protection as agreed shall be completed before plots 25-28 are first occupied.
- (14) No development shall take place until a sample roofing tile has been submitted to and approved in writing by the Local Planning Authority and the development shall be constructed of the approved materials.

The reasons for the Council's decision to grant permission for the development subject to compliance with the conditions specified are :-

pursuant to Section 91 of the Town and Country Planning Act 1990.

- (2) So as to ensure the satisfactory appearance of the development on completion.
- (3/4) To ensure the proper drainage of the site.
- (5/7) In the interest of visual amenity.
- (8/12) In the interests of the free and safe use of the highway.
- (13) To protect the future occupiers from noise nuisance.
- (14) In the interest of visual amenity.

DATED: 05 NOVEMBER 1999

Signed.....
Head of Planning Services

Address to which all communications should be sent:-

Planning Services
P.O. Box B93
Civic Centre
Huddersfield
HD1 2JR

IMPORTANT - YOUR ATTENTION IS DRAWN TO THE NOTES ATTACHED

DATED 31st January 2000

THE COUNCIL OF THE BOROUGH OF KIRKLEES

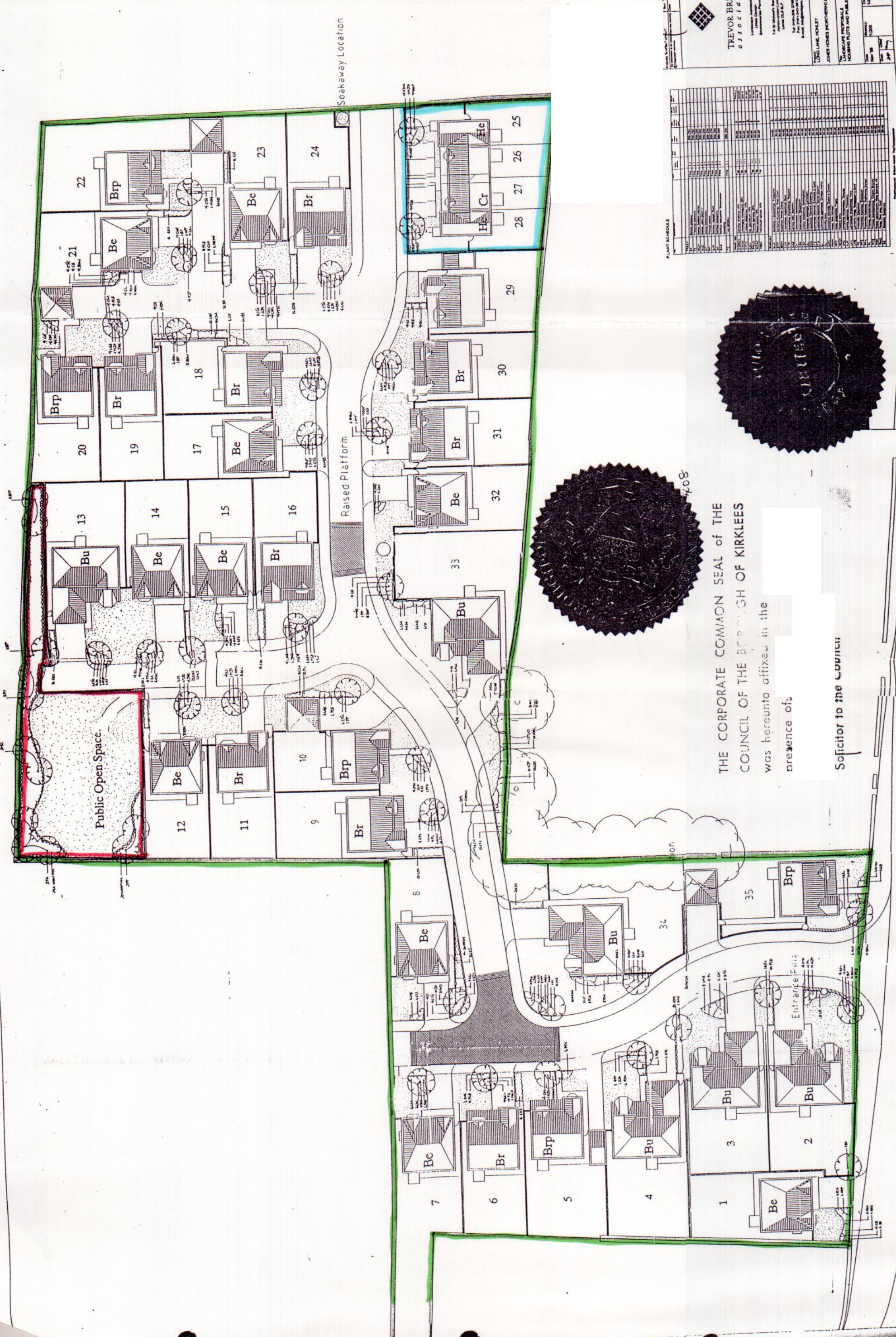
and

JONES HOMES (NORTHERN) LIMITED

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 relating to land at Long Lane, Honley, in the County of West Yorkshire.

John E. Emms
Solicitor to the Council
Kirklees Metropolitan Council
2nd Floor
Legal Services
Civic Centre III
Huddersfield
HD1 2TG

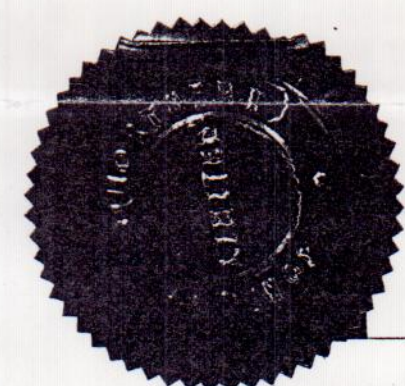


TREVOR BRIDGE
associates

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