

TOWN AND COUNTRY PLANNING ACT 1990

SECTION 106 AGREEMENT

BETWEEN

CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL

AND

THE MOST NOBLE PEREGRINE ANDREW MORNBY DUKE OF DEVONSHIRE

AND

PETER ANTHONY BOSTOCK and CLIVE PIETER DE RUIG

SECTION 106 AGREEMENT

**Relating to land at and known as Higher Shann Farm,
Shann Lane, Black Hill, Keighley,
West Yorkshire**

THIS AGREEMENT is made the 3RD day of SEPTEMBER Two thousand and thirteen

BETWEEN: -

- (1) CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL of City Hall, Bradford, West Yorkshire, BD1 1HY ("**Council**") of the first part; and
- (2) THE MOST NOBLE PEREGRINE ANDREW MORNBY DUKE OF DEVONSHIRE of 21 Buckingham Gate, London, SW1E 6LS ("**the Owner**") of the second part.
- (3) PETER ANTHONY BOSTOCK and CLIVE PIETER DE RUIG both care of Currey and Co of 21 Buckingham Gate, London SW1E 6LSb ("**the Trustees**") of the third part

1. **DEFINITIONS**

1.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meaning: -

- (a) "**Affordable Dwellings**" means 15% of the total number of Dwellings (or such reduced number or percentage of Dwellings as may be determined by the Council and agreed in writing by the Owner (such agreement not to be unreasonably delayed or withheld) if the circumstances referred to in the proviso to clause 1.1(i) shall apply) each to be occupied for rent by a Qualifying Occupier the same to be comprised of mainly 2-bed houses with internal floor areas in the range of 75 to 80 square metres and a number of 1-bed apartments with internal floor areas in the range of 48 to 52 square metres the number type and location within the Development of the same to be agreed in writing between the

Council and the Owner (unless otherwise determined by the Council pursuant to any application for the approval of details reserved in any planning permission for the Development) **PROVIDED ALWAYS** that if the Development as finally approved by the Council includes any element of apartments then at least 80% of the Affordable Dwellings shall be comprised of such 2-bed houses and no more than 20% of the Affordable Dwellings shall be comprised of such 1-bed apartments and reference to "**Affordable Dwelling**" shall mean any of the Affordable Dwellings;

- (b) "**Affordable Housing**" means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);
- (c) "**Application**" means the application dated 19th November 2012 and registered by the Council under reference number 12/04674/MAO to construct the Development on the Site;
- (d) "**Code for Sustainable Homes**" means the document and scheme bearing that name published and managed by HM Government and launched in 2006 for the purpose or providing a national standard for use in design and construction of new homes in England including any equivalent or successor scheme for the same which may be introduced by or on behalf of HM

Government in the future **PROVIDED THAT** such equivalent or successor scheme is recognised by the HCA as meeting the standards required.

(e) **"Commencement of Development"**

means the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the 1990 Act **SAVE THAT** the term "*material operation*" shall not include operations in connection with any work of or associated with demolition site clearance remediation works environmental investigation archaeological investigation site and soil surveys erection of contractors work compound erection of site office erection of any temporary means of enclosure the temporary display of site notices or advertisements and reference to "**Commencement Date**" and "**Commence the Development**" and "Commenced" shall be construed accordingly and the phrase when used in connection with a defined "Phase" of Development shall be construed as if such phase had had the benefit of individual planning permission;

(f) **"Commencement Notice"**

means a notice to be served by the Owner on the Council 28 days prior to the Commencement of Development under paragraph 1.4 of the First Schedule;

- (g) "Details of the Qualifying Occupier" means the full name, previous address, copies of income verification papers and the name and address and telephone number of employer or if self employed the name address and telephone number of the self employed business;
- (h) "Development" means the development of the Site by the erection of up to 135 Dwellings with means of access by the provision of two new accesses from Shann Lane and Broadlands respectively;
- (i) "Discount" means an affordable housing subsidy representing 35% of the Open Market Value of the Affordable Dwellings or (as the case may be) an individual Affordable Dwelling to be provided (or provided in a Phase if appropriate) as agreed or otherwise determined in accordance with paragraph 1.1 of the First Schedule **PROVIDED ALWAYS** and the parties hereby agree that if contracts have not been exchanged by the expiration of the period of 40 Working Days of the date of the First Offer or (as the case may be) the Second Offer (as those expressions are defined in paragraph 1.5 of the First Schedule) then (at the sole discretion of the Council) the Council may serve written notice on the Owner referring to this clause of this Agreement and requiring the Owner to send to the Council (within 15 Working Days of receiving such

notice) a written summary of the steps taken to procure an exchange of contracts and the Owner's assessment of the likelihood and timing of exchange of contracts and if the Council (acting reasonably) shall not be satisfied as to the likelihood and timing of exchange of contracts then the Council shall be entitled to serve a further written notice on the Owner referring to this clause of this Agreement and specifying:

(a) a reduced number (or percentage) of Affordable Dwellings as provided in clause 1.1(a); and

(b) a Discount in respect of such Affordable Dwellings which shall be such correspondingly higher percentage of the Open Market Value as would produce the same Subsidy in respect of the total number of Affordable Dwellings

whereupon the Discount shall be deemed to be varied accordingly

(j) **"Dwellings"**

means residential units that may be built on the Site as part of the Development and reference to **"Dwelling"** shall mean any of the Dwellings;

(k) **"Education Contribution"**

means the sum of £235,702.00 (two hundred and thirty five thousand seven hundred and two pounds) to be paid to the Council as a contribution towards the upgrading of

existing primary education facilities within the Wards of Keighley Central and/or Keighley West and/or Keighley East;

- (l) **"HCA"** means the Homes and Communities Agency or the Tenant Services Authority as may be applicable or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
- (m) **"Housing Commuted Sum"** means the sum which is the equivalent of the Discount
- (n) **"Index"** means the Retail Price Index (All Items) published by or on behalf of H M Government including any other index (or document to the same effect) which replaces that Index;
- (o) **"National Planning Policy Framework"** means the National Planning Policy Framework (or any future guidance that amends or replaces it);
- (p) **"Occupation" and "Occupied"** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

(q)

"Off-Site Highway Works"

means the following works: -

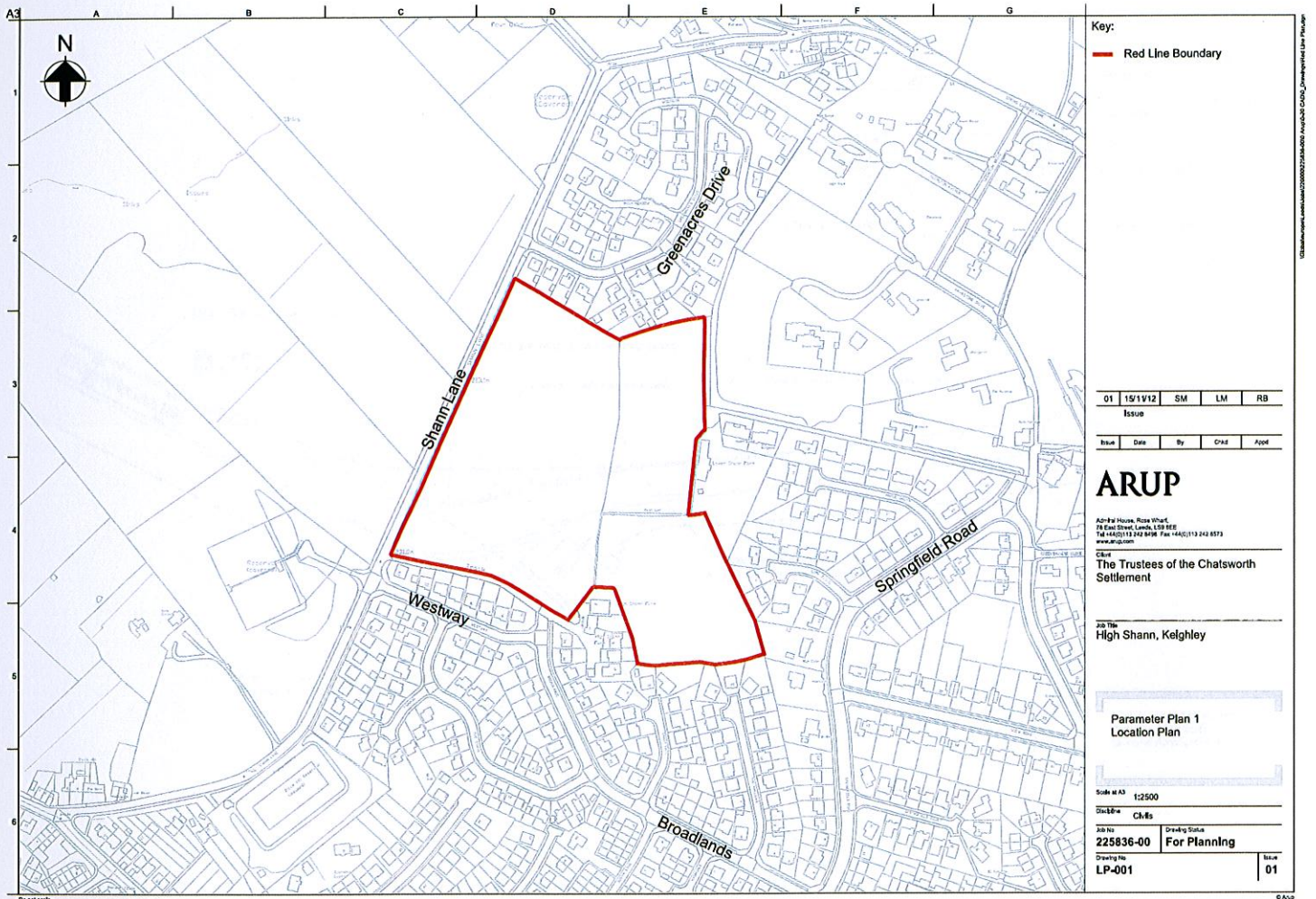
1. Alterations to the radius or radii at the junction of Shann Lane and West Lane the scope of which works is shown (for indicative purposes) on drawing number CH-006/P01 attached
2. The construction of a footway along the frontage of the Site and extending to its junction with Greenacres Drive, the scope of which works is shown (for indicative purposes) on drawing number CH-001/P02 attached and the clearance of the grass verge on the opposite side of the carriageway to the entrance to the Site .
3. The widening of the bend in Shann Lane and associated relocation of the existing footway to maintain as a minimum the same width or a width of 1.8 metres whichever is the greater the scope of which works is shown (for indicative purposes) on drawing number CH-002/01 attached
4. Alterations to the junction of Shann Lane and Spring Gardens Lane the scope of which works is shown (for indicative purposes) on drawing

number CH-003/01 attached

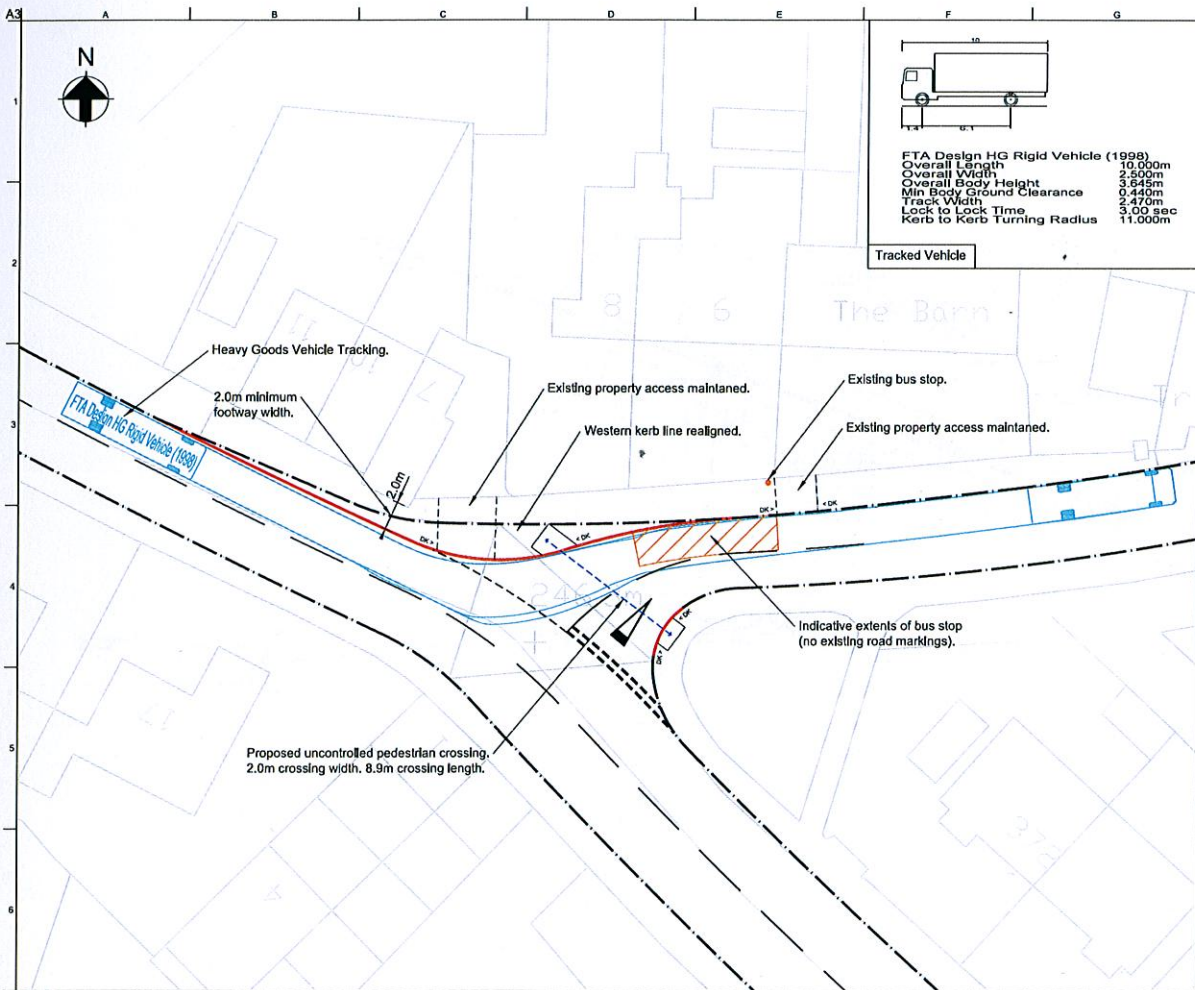
all such works to be shown on more detailed drawings to be agreed between the Council and the Owner

- (r) **"Open Market Dwellings"** means the Dwellings to be constructed on the Site pursuant to the Planning Permission excluding the Affordable Dwellings and reference to **"Open Market Dwelling"** shall mean any of the Open Market Dwellings;
- (s) **"Open Market Value"** means the estimated amount for which a relevant Dwelling should sell on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion but so that (for the purposes of this Agreement) such value shall take no account of the restrictions imposed by this agreement with regard to Affordable Housing
- (t) **"Phase"** means if applicable a phase of the Development that may be agreed between the Owner and the Council in accordance with the provisions of paragraph 3 of the First Schedule and reference to **"Phases"** shall be construed accordingly;
- (u) **"Plan 1"** means the plan attached to this Agreement and marked "Plan 1";

Plan 1



Shannon & Moore
PAR Boshell
Ch...
S. Chengway



Notes:

1. Mapping based on Ordnance Survey Data.
2. This layout is indicative and is subject to detailed design.

Key:

- Existing Kerb Line
- Proposed Kerb Line
- DK > Dropped Kerb

P01	300013	RS	CW	SB
First Issue				
Issue	Date	By	CHK	App'd

ARUP

Arup House, Race Point,
 75 East Street, Leeds, LS1 9BZ
 Tel: +44(0)113 242 8198 Fax: +44(0)113 242 8573
 www.arup.com

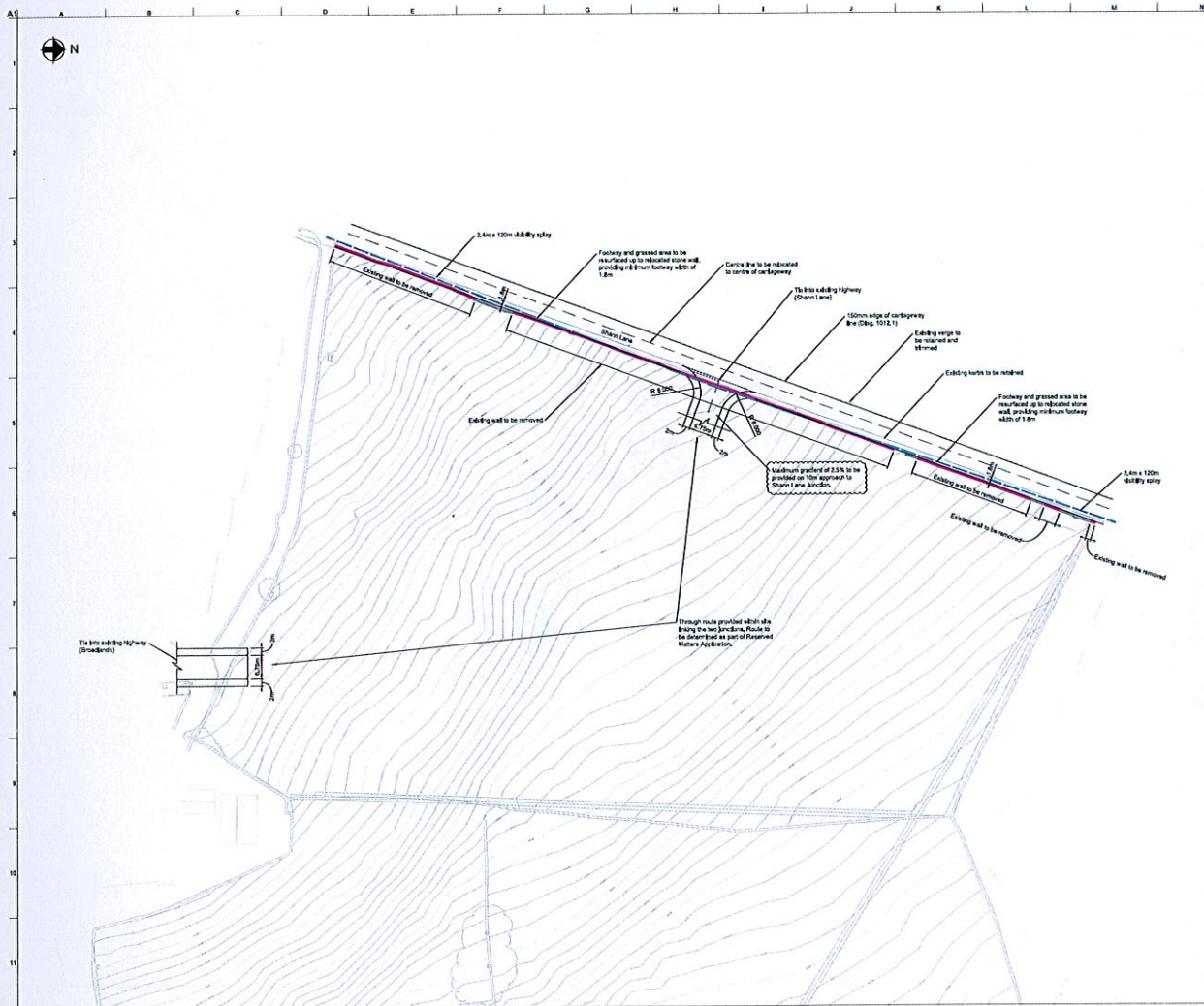
Client:
 The Trustees of the Chatsworth
 Settlement

22 The
 High Sharn, Kighley

Shann Lane - West Lane
 Junction Modifications
 General Arrangement

Scale at A3	1:250
Drawing	Highways
225836-00	Drawing Stage Preliminary
CH-006	Sheet P01

Sharnshire
 PAR
 Schenquay



Notes
 1. Booked in layout subject to detailed design and S174 agreement.

Key
 - Existing wall to be removed and replaced with 1.8m footway
 - Existing wall to be retained
 - Existing edge of cartway / verge (8:0:15%)
 - Mobility Splay (2.4m x 120m)

PO2	05/03/12	RS	SB
None added to access track.			
PO1	14/11/12	SM	
First Issue			
Rev	Iss	By	Date

ARUP
 10th Floor, One New York
 25 Abchurch Lane, London EC4A 3DF
 Tel: +44 (0)20 7466 2000 Fax: +44(0)20 7466 2001
 www.arup.com

Site:
 The Trustees of the Chatsworth Settlement

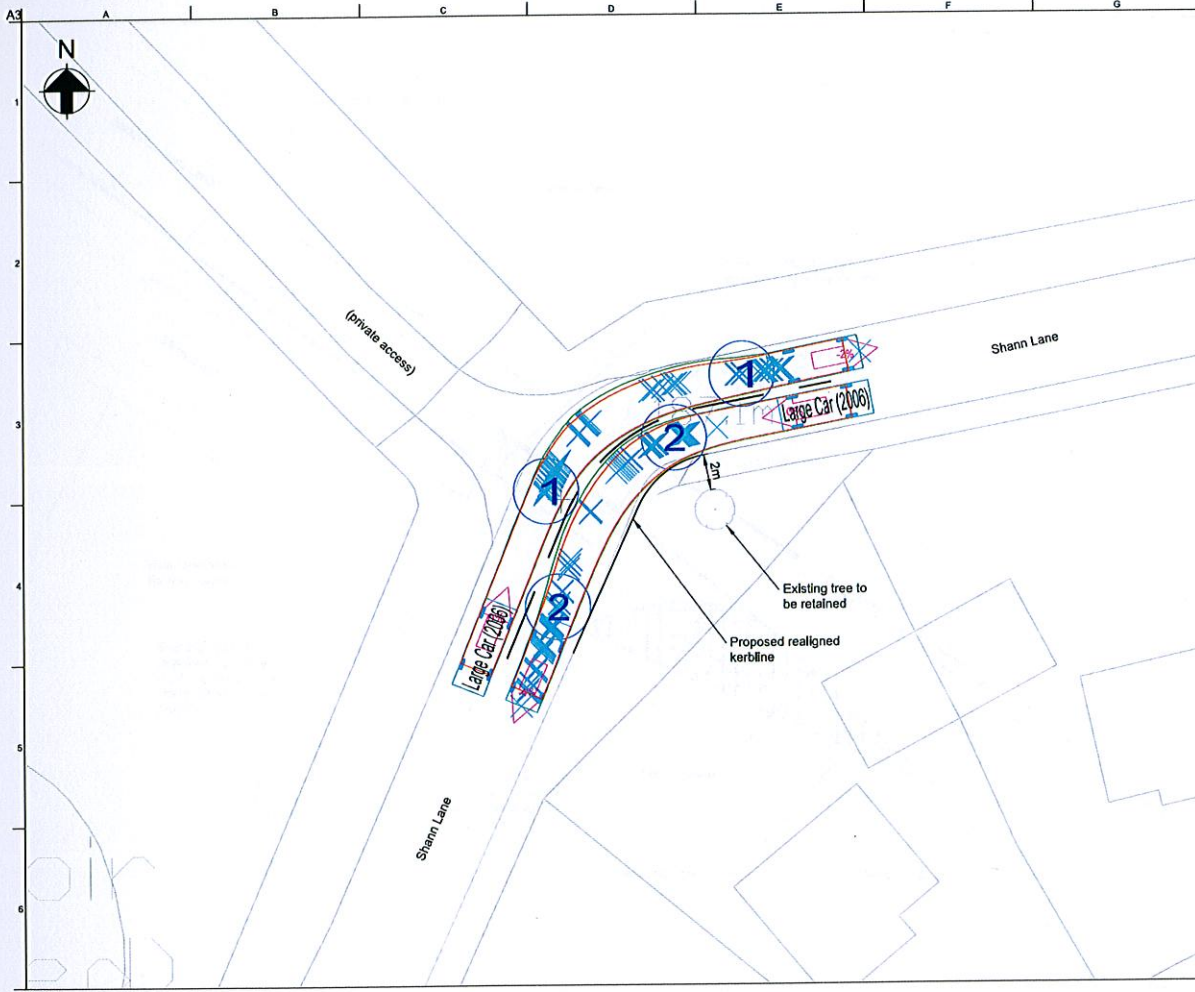
Site No:
 High Sharn, Kelgley

Proposed Access Junctions and Sharn Lane Works
 Parameter Plan 8

Scale: 1:1500
 Date: 08/12/12
 225836-00 For Planning
 CH-001 PO2

10/12
 10/12
 10/12

Levenshaine
 TAP Boston
 Ollie
 Scherengway



Notes:

1. Indicative layout subject to detailed design and S278 agreement.

Vehicle Specification:

Large Car (2006)
 Overall Length 5.079m
 Overall Width 1.872m
 Overall Body Height 1.525m
 Min Body Ground Clearance 0.310m
 Max Track Width 1.631m
 Lock to Lock Time 4.05 sec
 Kerb to Kerb Turning Radius 5.900m

Vehicle speed: 30kph

01	07/11/12	SM		
Draft				
Issue	Date	By	Check	Appr

ARUP

ARUP House, Rose Hill
 78 East Street, Leeds, LS2 9EJ
 Tel: +44(0)113 242 9198 Fax: +44(0)113 242 8573
 www.arup.com

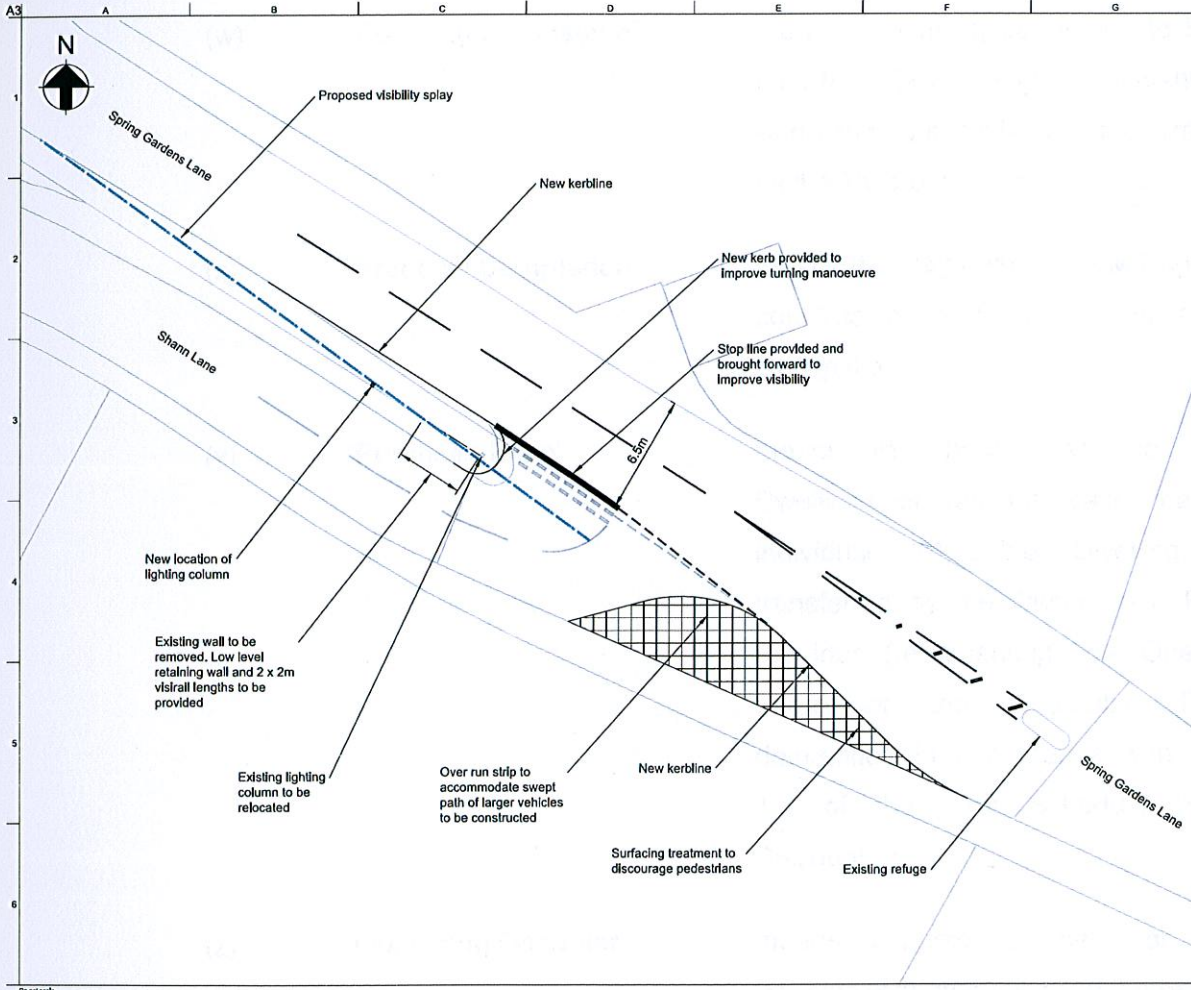
Client
 The Trustees of the Chatsworth Settlement

Job Title
 High Shann, Kelghley

Proposed Improvements at Bend on Shann Lane

Scale: A3 1:200
 Discipline CIVIL
 Job No 225836-00 Drawing Status For Planning
 Drawing No CH-002 Issue 01

+D *Stonshire*
 +PAB *PA Rosbuck*
 +CPM *Chiffi*
Schenegway



Notes:

1. Indicative layout subject to detailed design and S278 agreement.
2. Highway boundary and ownership of wall structure to be confirmed.

01	07/11/12	SM		
Draft				
Issue	Date	By	Check	Appr

ARUP
 25 East Street, Leeds, LS2 9JZ
 Tel: +44(0)113 242 8438 Fax: +44(0)113 242 8573
 www.arup.com

Client:
 The Trustees of the Chatsworth Settlement

Job Title:
 High Shann, Kelghley

Proposed Junction Improvements at Shann Lane / Spring Gardens Lane

Scale at A3	1:200
Client	CH
Job No	225836-00
Drawing Status	For Planning
Drawing No	CH-003
Issue	01

Do not scale

© A3

Levenshorne
PAB
Chelley
Scheurway

- (v) **"Planning Obligations Monitoring Officer"** means the Officer employed by the Council who is designated from time to time with the monitoring functions in relation to planning obligations under Section 106 of the 1990 Act;
- (w) **"Planning Permission"** means a planning permission to be granted for the Development pursuant to the Application substantially in the form attached as the Third Schedule;
- (x) **"Practical Completion"** means the stage when a Dwelling has been constructed and fitted out and is ready for Occupation;
- (y) **"Purchase Price"** means the price that the Affordable Dwellings or (as the case may be) an individual Affordable Dwelling will be transferred by the Owner to a Registered Provider (representing the Open Market Value of the Affordable Dwelling(s) determined in accordance with paragraph 1.1 of the First Schedule minus the Discount);
- (z) **"Qualifying Occupier"** means a person in need of Affordable Housing with average annual gross earnings of not more than the average male gross earnings for the Bradford Metropolitan District as listed in the most recent New Earnings Survey published by the Central Government or if it is discontinued any replacement publication or in the absence of any replacement such other means of

establishing average male gross earnings for the Bradford Metropolitan District as may be agreed with the Council and whose employment or place of business is situated within a 10 mile radius of the Development and in respect of whose current annual gross earnings as verified in writing by an employer with pay slips for the previous three months and in the event that a person is self employed the most recent end of year accounts (as returned by the Inland Revenue) should be supplied (gross salary to include bonuses overtime and profits related pay) and the written Details of the Qualifying Occupier is duly submitted to the Council;

(aa) **"Recreation Contribution"**

Means the sum of £133,628.00 (one hundred thirty three thousand and six hundred and twenty eight pounds) to be paid to the Council as a contribution towards the provision of off-site recreational facilities, and/or for the improvement and/or enhancement of existing recreational facilities and playing pitches within the ward or wards of Keighley Central, Keighley West or Keighley East;

(bb) **"Registered Provider"**

means a Registered Provider as defined in part 1 of the Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) who is registered with the HCA pursuant to section

3 of that Act and has not been removed from the register pursuant to Section 4 of that Act or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant;

- (cc) **"Section 278 Agreement"** means an agreement or agreements under section 278 of the 1980 Act (in a form which is to the written satisfaction of the Council as local highway authority the same not to be unreasonably delayed or withheld) that may be made between the Council and the Owner for the purpose of delivering the Off-Site Highway Works at the Owner's expense;
- (dd) **"Site"** means all that piece or parcel of land situated at and known as Higher Shann Farm, Shann lane, Black Hill, Keighley shown edged in red for identification purposes only on Plan 1;
- (ee) **"Subsidy"** means the amount that would arise from multiplying the Discount per Affordable Dwelling (measured in pounds) by the total number of Affordable Dwellings
- (ff) **"Working Days"** means Monday to Friday in each week (excluding bank and other public holidays)
- (gg) **"1980 Act"** means the Highways Act 1980 (as amended) (or as redefined by any amendment, replacement or re-enactment of such Act);
- (hh) **"1990 Act"** means the Town and Country Planning Act 1990 (as amended) (or as redefined by any

amendment, replacement or re-enactment of such Act).

- 1.2 Words importing the singular number only include the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate.
- 1.3 Any reference to a statute or provision thereof or a statutory instrument or code of practice shall include any modification extension or enactment thereof for the time being in force.
- 1.4 Clause headings are for reference only and shall not affect the construction of this Agreement.
- 1.5 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;
- 1.6 Covenants and obligations made or assumed by any party shall be binding and enforceable against his her or its successors in title heirs and assigns.
- 1.7 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it and any regulations or statutory instrument made under it.
- 1.8 A reference to a clause or paragraph or schedule is a reference to a clause or paragraph or schedule contained in this Agreement.

2. WHEREAS

- 2.1 The Council is the Local Planning Authority for the purposes of the 1990 Act for the Site for the area within which the Site is situated.
- 2.2 The Owner is the Owner of the Site as registered at HM Land Registry under Title Number WYK873899 and the Trustees have an interest in the Site pursuant to the Agreements for Sale dated 3 November 1926 and 26 November 1950 noted in the Charges Register of that title

2.3 The Owner has by the Application applied to the Council for Planning Permission for the Development and the Council is satisfied that the principle of the Development is such as may be approved subject to the completion of this Agreement and the conditions contained in the Planning Permission.

2.4 The Council has determined to grant the Planning Permission following completion of this Agreement.

2.5 The Council is satisfied that the proper implementation of this Agreement will be of benefit to the public.

2.6 This Agreement is a planning obligation for the purposes of Section 106 of the 1990 Act.

3. NOW THIS DEED WITNESSETH AS FOLLOWS:-

3.1 This Agreement is made in pursuance of Section 106 of the 1990 Act and all other enabling powers with the intent that it is enforceable by the Council against the Owner and successors in title and assigns of the Owner to the Site.

3.2 This Agreement is conditional upon and shall only take effect upon the following conditions precedent being satisfied: -

3.2.1 The grant of the Planning Permission; and

3.2.2 Except where expressly stated otherwise or the context is made clear in this Agreement the Commencement of Development.

3.3 Subject to clause 3.2 the Owner covenants with the Council to observe and perform the covenants and provisions in this Agreement including the First Schedule and (insofar as the same will impose any obligations on the Owner) the Second Schedule.

3.5 The Council covenants with the Owner to observe and perform the covenants and provisions in this Agreement including the Second Schedule and (insofar as the same shall impose any obligations on the Council) the First Schedule.

3.6 The Owner covenants with the Council to pay to the Council the sum of £1,400.00 (one thousand four hundred pounds) (to which Clause 4.11 shall not apply so that such sum shall not be subject to indexation) within 28 days of the date of this Agreement (or if later the receipt of an invoice for the same from the Council) in respect of the monitoring by the Planning Obligations Monitoring Officer of compliance with the terms of this Agreement.

4. GENERAL

4.1 In this Agreement the expressions "the Council" shall include any successor to the Council as local planning authority and "the Owner" shall where the context so admits be deemed to include his successors in title to and assigns of the Site.

4.2 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -

4.2.1 occurring after he or it has parted with his or its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest); or

4.2.2 if he shall be an occupier or tenant of any of the Dwellings or a purchaser of an individual Dwelling; or

4.2.3 if he or it shall be the purchaser or lessee of sites for statutory infrastructure purposes in relation to the Development.

4.3 If the terms of any conveyance transfer or other disposal (including any contract thereof) cannot be agreed by the Owner and the Council as the case may be and / or any dispute, disagreement or difference arises between the parties as to their respective rights duties or obligations under this Agreement (other than in relation to any matter to which the procedure in paragraph 1.1.4 of the First Schedule applies) or as to the failure of the Council to give or confirm its consent agreement or approval where required under this Agreement or as to any other matter or thing arising out of or

connected with the subject matter of this Agreement or any failure to agree upon any matter it shall be dealt with as follows: -

4.3.1 in the case of any design requirement or matter regarding the Affordable Dwellings (other than as to the Open Market Value of the Affordable Dwellings which is to be covered by paragraph 1.1.4 of the First Schedule) including the identification or other acceptance of any Registered Provider as provided for in paragraph 1.5 of the First Schedule the same shall be referred to an independent chartered surveyor of at least fifteen years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to be decided as provided below;

4.3.2 in the case of any matter other than as referred to in sub-clause 4.3.1 including (without prejudice to the generality of the foregoing) any legal requirements as to how the Education Contribution or the Recreation Contribution payable under this Agreement are to be spent or matters regarding the documentation or rights for the Affordable Dwellings the same shall be referred to an independent solicitor experienced mediator or arbitrator of at least fifteen years standing who shall be appointed in default of agreement between the Owner and the Council by the President of the Law Society or his deputy to be decided as provided below;

4.3.3 any matter referred to an independent chartered surveyor or an independent solicitor in accordance with the foregoing provisions shall be decided by such person as an expert not as an arbitrator and such independent person ("the **Expert**") shall consider the written submissions of the parties and his determination shall be made in writing and in each case be final and binding on such parties and the costs of such determination shall be paid as the Expert shall direct.

4.4 Any notice or other written communication to be served or given by one party upon or to any other or any payment by the Owner to the Council under the terms of this Agreement shall be deemed to be validly served or given if received by facsimile (but

not in the case of payment) delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is marked as follows to each recipient:-

4.4.1 for the Owner it shall be marked for the attention of Ben Heyes (Land Agent) at the Estate Office, Bolton Abbey, Skipton, North Yorkshire BD23 6EX or such other contact person whose details may be notified by the Owner to the Council in writing from time to time

4.4.2 for the Council it should be marked for the attention of John Eyles, Major Development Manager at Planning Service, 2nd Floor, Jacobs Well, Bradford BD1 5RW or such other contact person whose details may be notified by the Council to the Owner in writing from time to time bearing the reference:12/04674/MAO.

4.5 Unless otherwise specified where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed and may only be given in writing but not by email unless the use of email for the purpose concerned has been specifically agreed in writing between the parties concerned and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement to the consent permission expression or satisfaction or other approval shall at all times act reasonably and where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.

4.6 The Owner the Trustees and the Council hereby make application to the appropriate Registrar of Local Land Charges for registration of this Agreement pursuant to the provisions of the Local Land Charges Act 1975.

- 4.7 It is further hereby agreed and declared that nothing in this Agreement shall fetter or restrict the discretion of the Council in the exercise of its powers under any statutory enactment or other enabling power for the time being in force.
- 4.8 This Agreement does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
- 4.9 This Agreement shall have effect as from the date specified in clause 3.2 until discharged but (except for the provisions in clauses 3.6 and 4.12 which shall apply in any event) shall cease to have effect if the Planning Permission shall be quashed lapse or expire or be revoked or modified without the consent of the Owner or for any reason cease to have effect before the Commencement of Development.
- 4.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not by the Council or an appeal) after the date of this Agreement.
- 4.11 Except where otherwise stated in this Agreement the amount of any contribution or other sum to be paid to the Council under any provision or obligation in this Agreement shall be increased but not decreased by any change in the Index between the date of this Agreement and the date on which such contribution or other sum is paid to the Council and any such increased sum will become due and be paid under the terms of this Agreement as if such increased sum shall have been included or referred to in this Agreement.
- 4.12 The Owner further covenants that he will by no later than the date of completion of this Agreement pay to the Council its reasonable costs incurred in preparing and completing this Agreement.

FIRST SCHEDULE

(Owner's Planning Obligations / Covenants)

The Owner covenants with the Council and the Council agrees with the Owner as follows: -

1. AFFORDABLE HOUSING

Open Market Value

1.1 That the Open Market Value of the Affordable Dwellings shall be agreed or determined in the following manner: -

1.1.1 The Owner shall give written notice of his calculation of the Open Market Value of the Affordable Dwellings to the Council prior to the Commencement of the Development or (if appropriate the development of any Phase within which any Affordable Dwellings are to be provided) and shall send with such notice its calculation of the Open Market Value for such Affordable Dwellings which shall be supported by details of sale prices of not less than three examples of properties similar to such Affordable Dwellings which are available for sale on the open market and which are located within a radius of one kilometre of the Site or any other comparable details which the Council and the Owner may agree in the absence of the details mentioned above ("**Comparable Details**");

1.1.2 The Council shall within a period of 28 days from the date that it receives the notice and details required by paragraph 1.1.1 of this Schedule either notify the Owner in writing that it agrees the calculation of the Open Market Value for such Affordable Dwellings and confirm the Purchase Price accordingly or if it does not agree the said calculation it may either: -

(a) submit its own calculation of the Open Market Value for such Affordable Dwellings which shall be supported by the Comparable Details; or

(b) refer the determination of the Open Market Value for such Affordable

Dwellings above to an arbitrator as provided for in paragraph 1.1.4 of this Schedule;

1.1.3 If the Council submits its own calculation of the Open Market Value to the Owner under paragraph 1.1.2 of this Schedule then the Owner shall within a period of 28 days from the date he receives that calculation either notify the Council in writing that he agrees the calculation of the Open Market Value for such Affordable Dwellings and the Purchase Price or if he does not agree the said calculation he shall refer the determination of the Open Market Value for such Affordable Dwellings above to an arbitrator as provided for in paragraph 1.1.4 of this Schedule;

1.1.4 If either the Council or the Owner fail to agree with the calculation of the Open Market Value for such Affordable Dwellings as provided for above either of them shall refer the determination of the said Open Market Value for determination by: -

(a) an arbitrator whose identity shall either be agreed between the Council and the Owner (but not a person who has acted for or advised either the Council or the Owner within the period of five years before the date of such agreement) or if the Council and the Owner cannot agree upon the identity of the arbitrator within a reasonable period

(b) an arbitrator who shall be appointed by the President of the Royal Institution of Chartered Surveyors upon application to him or her by either the Council or the Owner

and (in either case) on the following terms:-

(i) the reference to the arbitrator shall be on terms that determination shall take place within 10 days of the arbitrator accepting his instructions;

- (ii) the arbitrator shall have no power to award the costs of the determination including his or her costs in favour of either party at the expense of the other but his or her costs shall be borne by the Owner; and
- (iii) the findings of the arbitrator shall be final and binding on the Council and the Owner (other than in the case of manifest and material error).

Delivery of Affordable Dwellings

1.2 To construct the Affordable Dwellings in accordance with the Planning Permission (and the plans approved as part of the Planning Permission) and to specifications to be agreed between the Owner and the Registered Provider and with the benefit of a recognised new build insurance or guarantee certificate compliant with the Council of Mortgage Lenders handbook current at the Commencement Date which shall be offered to a Registered Provider upon transfer to a Registered Provider of the Affordable Dwellings **PROVIDED** and it is hereby agreed that

- (a) the external specifications of the Affordable Dwellings will be the same specification as an equivalent Open Market Dwelling and the internal specification of the Affordable Dwellings are to be agreed between the Owner and the Registered Provider and the Council, and
- (b) Notwithstanding the generality of the foregoing part of this paragraph (including and paragraph (a) of this proviso) the Affordable Dwelling shall be constructed to meet the Design Quality Standards of the HCA and otherwise comply with the specification and/or details applicable to level 3 of the Code for Sustainable Homes.

1.3 The Affordable Dwellings will be provided on the following basis: -

- 1.3.1 33% of the Affordable Dwellings to be provided within a Phase (if applicable) shall be constructed and offered for transfer to a Registered Provider at the Purchase Price applicable to such Dwellings prior to the Practical Completion

of no more than 25% of the Open Market Dwellings to be provided within that Phase (if applicable); and

- 1.3.2 66% of the Affordable Dwellings to be provided within a Phase (if applicable) shall be constructed and offered for transfer to the Registered Provider at the Purchase Price applicable to such Dwellings prior to the Occupation of 50% of the Open Market Dwellings to be provided within that Phase (if applicable); and
- 1.3.3 100% of the Affordable Dwellings to be provided within a Phase (if applicable) shall be constructed and offered for transfer to the Registered Provider at Purchase Price applicable to such Dwellings prior to the Occupation of 75% of the Open Market Dwellings to be provided within that Phase (if applicable)

Provided always that (for the avoidance of doubt)

(a) if the Development is not carried out within Phases then the percentages referred to in sub paragraphs 1.3.1 to 1.3.3 shall apply to the whole of the Development as it is carried out as if the expression "a Phase (if applicable)" shall be taken to mean (for all the purposes of this Agreement) the whole of the Development; and

(b) such transfer shall be in accordance with the procedure set out in paragraph 1.5 of this Schedule and the terms of such transfer shall restrict occupation of the Affordable Dwellings to Qualifying Occupier who satisfy the qualifications set out in paragraphs 1.6.1, 1.6.2 and 1.6.3 of this Schedule.

1.4 To serve on the Council a Commencement Notice 28 days prior to the Commencement of Development and then if applicable to serve on the Council a Commencement Notice 28 days prior to the Commencement of Development of each subsequent Phase of the Development.

1.5 The Affordable Dwellings shall not be sold or otherwise disposed of except in accordance with the following procedure:-

1.5.1 By no later than two calendar months before the Practical Completion of the Affordable Dwellings (or the Affordable Dwellings to be provided in a Phase if

applicable) the Owner shall offer to transfer such Affordable Dwellings at the Purchase Price to a Registered Provider approved in writing by the Council (whose approval shall not be unreasonably withheld or delayed) ("**the First Offer**");

- 1.5.2 If the First Offer is accepted by the said Registered Provider the Owner shall use reasonable endeavours to exchange contracts with the said Registered Provider for the transfer of the Affordable Dwellings included in the First Offer at the Purchase Price within 40 Working Days of the date of the First Offer (or within such other period of time as may be comprised in the First Offer and accepted by the said Registered Provider);
- 1.5.3 If the First Offer is not accepted by the said Registered Provider within two calendar months of receipt or if once accepted the said Registered Provider does not exchange contracts within the period of 40 Working Days (or within such other period of time as may be comprised in the First Offer and accepted by the said Registered Provider) the Owner shall so notify the Council in writing forthwith and shall at the same time provide written evidence of such non acceptance of an offer or written confirmation that contracts have not been exchanged;
- 1.5.4 As soon as reasonably practicable following receipt of such notification but **SUBJECT ALWAYS** to the provisions set out in the proviso to the definition at clause 1.1(i) the Council shall inform the Owner in writing whether the Council (acting reasonably) is satisfied that the Owner has taken all reasonable steps to exchange contracts to transfer the Affordable Dwellings to the said Registered Provider and (if the Council shall fail to do so within one month of the receipt of such notification it shall be deemed to be so satisfied.
- 1.5.5 The Owner shall thereupon select another Registered Provider approved in writing by the Council (whose approval shall not be unreasonably withheld or delayed) and offer to transfer such Affordable Dwellings at the Purchase Price to the second such Registered Provider ("**the Second Offer**");
- 1.5.6 If the Second Offer is accepted by the said Registered Provider the Owner

shall use reasonable endeavours to exchange contracts with such Registered Provider for transfer of the Affordable Dwellings at the Purchase Price within 40 Working Days of the Second Offer (or within such other period of time as may be comprised in the Second Offer and accepted by the said Registered Provider);

- 1.5.7 If the Second Offer is not accepted by the said Registered Provider within one calendar month of receipt or if once accepted the said Registered Provider does not exchange contracts within the period of 40 Working Days (or within such other period of time as may be comprised in the Second Offer and accepted by the said Registered Provider) the Owner shall so notify the Council forthwith and shall provide written evidence of such non acceptance of an offer or written confirmation that contracts have not been exchanged;
- 1.5.8 As soon as reasonably practicable following receipt of such notification but **SUBJECT ALWAYS** to the provisions set out in the proviso to the definition at clause 1.1(i) the Council shall inform the Owner in writing whether the Council (acting reasonably) is satisfied that the Owner has taken all reasonable steps to exchange contracts to transfer the Affordable Dwellings to the said Registered Provider and if the Council shall fail to do so within one month of the receipt of such notification **SUBJECT** as aforesaid it shall be deemed to be so satisfied:
- 1.5.9 The Council will thereupon (and in any event **SUBJECT** as provided in paragraph 1.5.8 by no later than six weeks after receipt of a notification given in accordance with paragraph 1.5.8) give notice in writing to the Owner nominating a Registered Provider ("**the Council's Nominee**") to whom the Affordable Dwellings (or the Affordable Dwellings in a Phase if appropriate) shall be offered whereupon (subject to the written approval of the Council's Nominee by the Owner whose approval shall not be unreasonably withheld or delayed) the Owner shall offer to transfer such Affordable Dwellings to the Council's Nominee at the Purchase Price ("**the Offer to the Council's Nominee**")

1.5.10 The provisions of paragraphs 1.5.6 to 1.5.8 and 1.5.11 shall apply equally to the Offer to the Council's Nominee as if that offer is the Second Offer and the Council's Nominee is the Registered Provider as those terms are used in those paragraphs

1.5.11 Upon receipt of such notification as referred to in paragraph 1.5.8 (or if the Council is deemed to be so satisfied in the terms set out in that paragraph) the following provisions shall apply:-

1.5.11.1. The Owner shall within 28 days of:

(a) receipt of such notification; or

(b) (if no such notice is received) expiration of the period of one month referred to in paragraph 1.5.8

pay to the Council the Housing Commuted Sum and

1.5.11.2 Upon payment of the Housing Commuted Sum the Owner shall then be entitled to sell the Affordable Dwellings on the open market free from the restrictions contained in this Schedule.

Occupation and General Provisions

1.6 Save with the consent in writing of the Council each of the Affordable Dwellings shall be occupied by a Qualifying Occupier in the following manner: -

1.6.1 first priority to persons who for the 12 months immediately prior to their occupation of the Affordable Dwelling have been living or working within the Council Wards of Keighley Central, Keighley East and Keighley West or any successors or amendments to those wards and that person's parent, grandparent, partner, child or grandchild;

1.6.2 second priority to persons who for the 12 months immediately prior to their occupation of the Affordable Dwelling have been living or working within the Parliamentary Constituency of Keighley or any successors or amendments to that Parliamentary Constituency and that person's parent, grandparent, partner,

child or grandchild ;

1.6.3 in allowing the Affordable Dwellings to be occupied in accordance with subparagraphs 1.6.1 to 1.6.2 of this Schedule the shall use its reasonable endeavours to use the "Open Moves" choice based lettings system (or any successor scheme with like or similar aims) of the Council in at least 50% of initial and subsequent occupations;

1.6.4 the Council shall be entitled to enquire from time to time of the Registered Provider letting the Affordable Dwellings as to the identities of occupiers of an Affordable Dwelling and the steps the Registered Provider has taken to ensure the Affordable Dwelling is occupied in accordance with sub paragraphs 1.6.1 to 1.6.2 of this Schedule and the Registered Provider shall provide all information it has to the Council in response to such enquiries

1.6.5 This Schedule shall not be binding upon:

(a) any mortgagee or charge of any Registered Provider who acquires the Affordable Dwellings or its successors in title exercising its power of sale who shall be free to sell free from this Schedule or any receiver appointed by any such mortgagee or charge or purchaser from them, or

(b) any purchaser or occupier (or person claiming title from such person) of any of the Affordable Dwellings in the event of such person having acquired or having an interest in 100% of the equity in any of the Affordable Dwellings pursuant to the provisions of the Housing Act 1985 or the Housing Act 1996 (or any legislation amending or replacing the same with like or similar effect) or under any future equivalent legislation conferring such a right which is binding on any Registered Provider or any mortgagee charge or receiver of such of Affordable Dwellings.

Affordable Dwelling – Car Parking Spaces

1.7 The Owner shall provide a vehicle parking space or spaces for use by the occupants of the Affordable Dwelling at no further consideration aside from the agreed Purchase

Price.

2 EDUCATION CONTRIBUTION AND RECREATION CONTRIBUTION

- 2.1 Not to cause or permit the Occupation of more than 30 (thirty) Dwellings until such time as 30% (thirty percent) of both the Education Contribution and the Recreation Contribution shall have been paid to the Council
- 2.2 Not to cause or permit the Occupation of more than 60 (sixty) of the Dwellings until such time as 60% (sixty percent) both the Education Contribution and the Recreation Contribution shall have been paid to the Council.
- 2.3 Not to cause a permit the Occupation of more than 100 (one hundred) of the Dwellings until such time as the final 40% (forty percent) of both the Education Contribution and the Recreation Contribution (after payment of the proportions of the same referred to in paragraphs 2.1 and 2.2 of this Schedule respectively) have been paid in full to the Council.

3 PHASING

- 3.1 If the Owner in his discretion decides to carry out the Development in Phases then he shall not Commence Development until he has submitted to the Council and the Council has approved a phasing plan for the Development ("**Phasing Plan**").
- 3.2 On approval of the Phasing Plan in accordance with paragraph 3.1 of this Schedule the Owner will not carry out the Development otherwise in accordance with the approved Phasing Plan subject to any variations to phasing that may be approved in writing by the Council from time to time.

4 OFF-SITE HIGHWAY WORKS AND SECTION 278 AGREEMENT

- 4.1 Not to commence the Development until such time as the Section 278 Agreement has been completed.
- 4.2 Following completion of the Section 278 Agreement to give to the Council not less than three calendar months prior notice in writing of the date on which it is anticipated that the first of the Open Market Dwellings will be first occupied following which the Council

will (in accordance with paragraph 9 of the Second Schedule) commence the Off-Site Highway Works **PROVIDED** (and the Council hereby agrees) that if the Council shall not have completed the Off-Site Highways Works within the period of three months referred to in this paragraph 4.2 then the Owner shall have the right to carry out and/or complete the Off-Site Highways Works (or procure the same) at the Owner's sole expense and in accordance with the Section 278 Agreement (**SUBJECT ALWAYS** to the necessary amendments (including (at the discretion of the Council) the provision of a bond or other) guarantee) being agreed and made to the Section 278 Agreement (the same not to be unreasonably withheld or delayed by the Council and to be determined by the Expert in the event of any dispute or disagreement)).

SECOND SCHEDULE

(Council's Covenants)

The Council hereby covenants with the Owner: -

General Provisions

1. To remove from the Local Land Charges Register any entries relating to this Agreement as soon as possible after the obligation or obligations to which the entry or entries relates have been discharged.
2. To issue the Planning Permission within seven Working Days following the completion of this Agreement.
3. To issue a receipt on request for each instalment of the Education Contribution and the Recreation Contribution.
4. Upon receipt to place the sums referred to in paragraph 3 of this Schedule in an interest bearing account or in separate accounts as the Council shall in its discretion decide.

Education Contribution

- 5 To apply the Education Contribution solely for the purposes set out in the definition of Education Contribution the need for which directly arises from the Development and not to apply the Education Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence of how and upon what the monies have been so applied.

Off-Site POS Playing Field Contribution

- 6 To apply the Recreation Contribution solely for the purposes set out in the definition of the Recreation Contribution the need for which directly arises from the Development and not to apply Recreation Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence of how and upon what the monies have been so applied.

Repayment

- 7 That in the event the Education Contribution and / or the Recreation Contribution or any part or parts thereof are not expended within five years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the person who paid the sum or sums or its nominee.

Section 278 Agreement

- 8 To enter into the Section 278 Agreement **PROVIDED ALWAYS** and the parties hereby agree that

(i) nothing in this Agreement including this paragraph shall require the Council to enter into any such agreement on terms which would not usually be accepted and/or required by the Council in relation to the carrying out of works of the same nature as the Off-Site Highways Works

(ii) in the event of any disagreement in respect of the terms of the Section 278 Agreement then the same shall be referred to and determined as provided in clause 4.3 and

(iii) in reaching any determination of any dispute as referred to in paragraph (ii) of this proviso the Expert appointed under clause 4.3 shall apply the provisions of paragraph (i) of this proviso.

9. Subject to the provisions of paragraph 4.2 of the First Schedule the Council will take all reasonable steps (acts or events of force majeure excepted) to carry out and complete the Off-Site Highway Works prior to the first Occupation of the first of the Open Market Dwellings.

THIRD SCHEDULE
(Draft Decision Notice)

Application No: 12/04674/MAO

Address:
Land At Shann Lane
Keighley
West Yorkshire

Description: Construction of up to 135 dwellings with means of access by the provision of two new vehicular accesses from Shann Lane and Broadlands to be considered.

Conditions:

1. Application for approval of the reserved matters shall be made to the local planning authority not later than five years from the date of this permission.

Reason: To accord with the requirements of Section 92 of the Town and Country Planning Act, 1990 (as amended)

2. The development hereby permitted shall begin not later than two years from the date of approval of the last of the reserved matters to be approved.

Reason: To accord with the requirements of Section 92 of the Town and Country Planning Act, 1990 (as amended).

3. No development shall take place until a phasing scheme for the erection of the dwellings has been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved scheme.

Reason: To ensure the satisfactory overall development of the site and to accord with policy UR3 of the Replacement Unitary Development Plan

4. Access (other than at Broadway and Shann Lane), appearance, landscaping, layout, and scale comprise the reserved matters. Details of the access (other than at Broadway and Shann Lane) shall be submitted to and approved in writing by the local planning authority before any development begins and the development shall be carried out as approved. Details of

appearance, landscaping, layout, and scale for each phase shall be submitted to and approved in writing by the local planning authority before any development of that phase begins and the development shall be carried out as approved. Any application for the layout of a phase shall demonstrate that a development of a minimum of 123 dwellings and a maximum of 135 dwellings will be achieved across the site.

Reason: To accord with the requirements of Article 3 of the Town and Country Planning (General Development Procedure) Order 2010.

5. Applications for the approval of reserved matters shall be in accordance with the principles and parameters set out in the following Parameter Plans and the following sections of the Design & Access Statement unless otherwise agreed in writing by the local planning authority:

Parameter Plan 1 - Location Plan
Parameter Plan 2C - Area of Development
Parameter Plan 3B - Character Areas
Parameter Plan 4B - Movement and Access
Parameter Plan 5B - Landscape Principles
Parameter Plan 6 - Retained Features
Parameter Plan C - Building Heights
Parameter Plan 8 - Road Hierarchy
Development Principles on p22-23 of the Design & Access Statement (Rev A, January 2013)
Development Parameters on p27-33 of the Design & Access Statement (Rev A, January 2013)
CH-003 01 Proposed Junction Improvements at Shann lane/Spring Gardens Lane

Reason: For the avoidance of doubt as to the terms under which this outline planning permission has been granted to ensure that the site is developed in an appropriate manner and to accord with policies UR2, UR3, D1, D5, D6, BH7, BH10, BH20 and UDP3 of the Replacement Unitary Development Plan

6. No phase of the development shall commence until a scheme and programme for the provision of separate foul and surface water drainage works, including details of any balancing and off-site works, have been submitted to and approved in writing by the local planning authority. The surface water works shall maintain Greenfield surface water run-off rates so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off site. This applies for up to and including the 1 in 100 year (plus climate change) rainfall event. There shall be no piped discharge of surface water from the development prior to the completion of the approved

surface water works, and none of the dwellings in any phase of the development shall be occupied until the drainage scheme has been implemented in respect of that phase. The measures shall be fully implemented prior to occupation of any dwelling within each phase and subsequently in accordance with the timing/phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site, to reduce the risk of flooding to the proposed development and future occupants and to comply with the requirements of the National Planning Policy Framework, and policies NR15B and NR16 of the Replacement Unitary Development Plan

7. Prior to any development commencing, further investigation shall be carried out to establish whether there are any culverted watercourses passing through the site. The result of which must be submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall be fully implemented shall be fully implemented prior to occupation and subsequently in accordance with the timing/phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

Reason: In the interests of satisfactory and sustainable drainage and to accord with policies UR3 and NR16 of the Replacement Unitary Development Plan.

8. An electric vehicle charging point shall be provided in all properties which are to be constructed with a garage within its curtilage. Full details of the charging point shall accompany any reserved matter application which is to consider matters of layout and appearance of the proposed dwellings.

Reason: To ensure the development is constructed in an appropriate sustainable manner to take into consideration paragraph 35 of the National Planning Policy Framework and policies UDP3 and UR2 of the Replacement Unitary Development Plan.

9. Before any phase or part of the development commences on site, the proposed means of vehicular and pedestrian access, hereby approved shall be laid out, hard surfaced, sealed and drained within the site and completed to a constructional specification approved in writing by the Local Planning Authority.

Reason: To ensure that a suitable form of access is made available to serve the development in the interests of highway safety and to accord with Policy TM19A of the Replacement Unitary Development Plan.

10. No development shall take place until full details of the highway schemes/improvements at Shann Lane and Spring Gardens Lane, together with a timetable for their implementation, have been submitted to and approved in writing by the local planning authority. None of the dwellings shall be occupied until the highway schemes have been implemented in accordance with the approved details.

Reason: In the interests of highway safety and to accord with policies TM2 and TM19A of the Replacement Unitary Development Plan.

11. Prior to the commencement of any works on site, a scheme showing full details of the contractor's means of access, vehicle parking facilities, loading/unloading areas for materials, location of the site compound, together with internal turning facilities, temporary warning and direction signs on the adjacent highway, levels, gradients, construction, surface treatment and means of surface water drainage shall be submitted to and approved in writing by the Local Planning Authority. The scheme so approved shall be implemented and be available for use before the commencement of any construction works on the site. Any temporary works, signs and facilities shall be removed and the access reinstated on completion of the development.

Reason: In the interests of highway safety and to accord with Policy TM19A of the Replacement Unitary Development Plan

12. No phase of the development shall commence until a plan showing the position of boundary treatments for that phase has been submitted to and approved in writing by the local planning authority. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no other means of enclosure shall be erected without the prior approval of the local planning authority.

Reason: In the interests of the amenities of the locality and to accord with policies UR3 and D1 of the Replacement Unitary Development Plan.

13. Prior to the occupation of any of the dwellings constructed within any phase of the development hereby approved, a Travel Plan or Plans for each of the areas involved shall be submitted to and approved in writing by the Local Planning Authority. The Plans/s should set objectives for reducing car usage, increasing walking, cycling and public transport use, improvements in safety features and environmentally friendly delivery services and shall be implemented in accordance with the agreed details. The approved Travel Plan document shall form an integral part of the site management plan. The effectiveness will be reviewed, monitored and amended on an annual basis, in

conjunction with the Council's Transport Planning Section, to achieve the aims and targets of the plan.

Reason: In the interests of environmental sustainability, highway safety and to accord with policies TM2, TM19A and UR3 of the Replacement Unitary Development Plan.

14. Prior to development commencing a Phase 2 site investigation and risk assessment, in addition to the assessment provided with the planning application, must be completed to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The written report shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the site is remediated appropriately for its intended use and to comply with policy UR3 of the Replacement Unitary Development Plan.

15. Prior to development commencing a detailed remediation strategy, which removes unacceptable risks to all identified receptors from contamination shall be submitted to and approved in writing by the Local Planning Authority. The remediation strategy must include proposals for verification of remedial works. Where necessary, the strategy shall include proposals for phasing of works and verification. The strategy shall be implemented as approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the site is remediated appropriately for its intended use and to comply with policy UR3 of the Replacement Unitary Development Plan.

16. The remediation verification report prepared in accordance with the approved remediation strategy shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of each phase of the development (if phased) or prior to the completion of the development.

Reason: To ensure that the site is remediated appropriately for its intended use and to comply with policy UR3 of the Replacement Unitary Development Plan.

17. If, during the course of development, contamination not previously identified is found to be present, no further works shall be undertaken in the affected area and the contamination shall be reported to the Local Planning Authority as soon as reasonably practicable (but within a maximum of 5 days from the find). Prior to further works being carried out in the identified area, a

further assessment shall be made and appropriate remediation implemented in accordance with a scheme agreed in writing by the Local Planning Authority.

Reason: To ensure that the site is remediated appropriately for its intended use and to comply with policy UR3 of the Replacement Unitary Development Plan.

18. A methodology for quality control of any material brought to the site for use in filling, level raising, landscaping and garden soils shall be submitted to, and approved in writing by the Local Planning Authority prior to materials being brought to site. Relevant evidence and a verification report shall be submitted to, and is subject to the approval in writing by, the Local Planning Authority.

Reason: To ensure that all materials brought to the site are acceptable, to ensure that contamination/pollution is not brought into the development site and to ensure that requirements of policy UR3 of the Replacement Unitary Development Plan have been accorded with.

19. Construction work shall only be carried out between the hours of 0730 and 1800 on Mondays to Fridays, 0730 and 1300 on Saturdays and at no time on Sundays, Bank or Public Holidays, unless specifically agreed otherwise in writing by the Local Planning Authority.

Reason: To protect the amenity of the occupants of nearby dwellings and premises and to accord with Policy UR3 of the Replacement Unitary Development Plan.

20. A management plan/maintenance agreement for the long term management/maintenance of communal/public open space areas, including long term design objectives, management responsibilities and maintenance schedules for all landscape and open areas, shall be submitted to, and approved by the Local Planning Authority prior to the first occupation of any unit. The management plan/maintenance agreement shall be carried out as approved.

Reason: To ensure proper management and maintenance of the landscaped communal areas in the interests of amenity and to accord with Policies UR3, D1 and D5 of the Replacement Unitary Development Plan.

21. The development shall not be begun, nor shall any demolition, site preparation, ground works, materials or machinery be brought on to the site until a Tree Protection Plan showing Root Protection Areas and location of temporary Tree Protective Fencing has been submitted to and approved in writing by the Local Planning Authority.

The Tree Protection Plan shall be to a minimum standard as indicated in BS 5837 (2005) Trees In Relation To Construction Recommendations and show the temporary Tree Protective Fencing being at least 2.3m in height of scaffold type construction and secured by chipboard panels or similar. The position of the temporary Tree Protective Fencing will be outside Root Protection Areas (unless otherwise agreed with the Local Planning Authority) as shown on the Tree Protection Plan.

The development shall not be begun, nor shall any demolition, site preparation, ground works, materials or machinery be brought on to the site until Temporary Tree Protective Fencing is erected in accordance with the details submitted in the Tree Protection Plan as approved by the Local Planning Authority. The temporary Tree Protective Fencing shall be driven at least 0.6m into the ground and remain in the location as shown in the approved Tree Protection Plan and shall not move or be moved for the duration of the development.

The Local Planning Authority must be notified in writing of the completion of erection of the temporary Tree Protective Fencing and have confirmed in writing that it is erected in accordance with the approved Tree Protection Plan.

No development, excavations, engineering works and storage of materials or equipment shall take place within the Root Protection Areas for the duration of the development without written consent by the Local Planning Authority.

Reason: To ensure trees are protected during the construction period and in the interests of visual amenity. To safeguard the visual amenity provided by the trees on the site and to accord with Policies NE4 and NE5 of the Replacement Unitary Development Plan.

22. Bat tubes shall be inserted into a minimum of 20 of the proposed dwellings (to be positioned at soffit level). The positioning of the bat tubes shall be provided prior to the construction of each phase of the development and be agreed in writing by the local Planning Authority.

Reason: In the interests of the biodiversity of the site, to mitigate for the loss of habitat and to accord with the requirements of the National Planning Policy Framework and policies NE10 and NE12 of the Replacement Unitary Development Plan.

IN WITNESS whereof the parties hereto have executed this Agreement as a deed the day and year first above written.

EXECUTED AS A DEED by affixing
THE COMMON SEAL of CITY OF
BRADFORD METROPOLITAN
DISTRICT COUNCIL in the
presence of:

Schaugway

95703A

Authorised by the City Solicitor

Devonshire

EXECUTED AS A DEED BY
THE MOST NOBLE PEREGRINE ANDREW MORNAY DUKE OF DEVONSHIRE

in the presence of:

Signature

Libby Jolly

Name of witness

LIBBY JOLLY

Address

*ESTate Office
Bolton Abbey
Skipton*

Occupation

Agents PA

EXECUTED AS A DEED BY
PETER ANTHONY BOSTOCK



in the presence of:

Signature 

Name of witness SUSANNA BROWN

Address 21 Buckingham Gate,
LONDON, SW1E 6LS

Occupation 

EXECUTED AS A DEED BY
CLIVE PIETER DE RUIG



in the presence of:

Signature 

Name of witness ALLISON LLOYD

Address 45 BLACKDOWN CLOSE
GREAT ASHBY
SG1 6AY

Occupation EXECUTIVE ASSISTANT