

Memo

To: SEE CIRCULATION BELOW

Ref:

Date: 16 December 2014

Legal and Democratic Services

Development & Regulatory Law Team
City Hall
Bradford
West Yorkshire
BD1 1HY
DX11758 BRADFORD -1

From: Kevin Haley
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Development & Regulatory Law Team

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TOWN AND COUNTRY PLANNING ACT 1990 - SECTION 106 SIMPSON GREEN, BRADFORD – 14/24

I attach, for your attention, a copy of the above Agreement, which was completed on 16 December 2014.



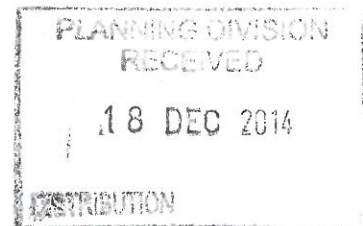
Enc

Department of Regeneration
Area Planning Officer
Jacob's Well
FAO: Fiona Tiplady

Local Land Charges Unit
6th Floor Jacobs Well

(Original) Sealed Orders

Michala Bartle
Planning Service
8th Floor Jacobs Well



DATED

15 December

2014

-
- (1) MELVIN LIMITED
 - (2) MILLER HOMES LIMITED
 - (3) BRADFORD METROPOLITAN DISTRICT COUNCIL

Planning Agreement
pursuant to Section 106 of the Town and Country
Planning Act 1990 and other legislation relating to
land known as
"Simpson Green", Apperley Road, Apperley Bridge,
Bradford

LPA REF:14/00255/MAF

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DATE

15 December

2014

PARTIES

- (1) **MELVIN LIMITED** (Company registration number 28875 – Isle of Man) of 3 Carrick Bay View Ballagawne Road Colby Isle of Man IM9 4AX (the **Owner**);
- (2) **MILLER HOMES LIMITED** (Company registration number SC255429) whose registered office is situate at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh E12 9DH of (the **Developer**); and
- (3) **BRADFORD METROPOLITAN DISTRICT COUNCIL** of City Hall, Centenary Square, Bradford BD1 1HY (the **Council**).

INTRODUCTION

- A For the purposes of the Act the Council is the local planning authority for the area in which the Site is situated. The Council is also the local highway authority for the area in which the Site is situated.
- B The Owner is the proprietor of the freehold interest in the Site shown edged red on the Plan and which is registered at the Land Registry under title number WYK508388.
- C The Developer has an option to purchase the Site
- D The Developer submitted the Application to the Council.
- E The Application has been made to the Council for planning permission for the Development and the Council has resolved to grant the Planning Permission for the Development subject to prior completion of this Deed without which Planning Permission would not be granted.
- F The Affordable Housing requirement needed pursuant to the Application is 15% of the Dwellings to be constructed on the Site and this provision equates to £1,926,006. The Council wishes as a priority to upgrade the existing Harrogate Road/New Line Junction by the provision of a new junction, and the parties have agreed that instead of providing Affordable Housing on the Site the Owner will pay the sum of £1,926,006 to the Council for the Harrogate Road/New Line Junction Works which will facilitate the delivery of highway improvements to accommodate the traffic from the Development on the strategic highway network. This will in turn reduce the burden of highway works on future developments in the area allowing them to contribute to affordable housing instead.

G The Owner, the Developer and the Council wish to enter into this Deed with the intention that if the Planning Permission is granted pursuant to the Application the Council will be able to enforce the planning obligations herein (subject to the terms and conditions of this Deed) pursuant to section 106 of the Act and the parties are satisfied that the planning obligations are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, and that it is appropriate and in accordance with relevant planning policy and the Community Infrastructure Levy Regulations 2010 to prioritise the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution expenditure in the way provided for in this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

1.1 For the purposes of this Deed the following expressions shall have the following meanings (and further definitions are contained in the Schedule):

Act

the Town and Country Planning Act 1990;

Affordable Housing

social rented, affordable rented and/or intermediate housing which satisfies the definition of "Affordable Housing" in Annex 2 of the National Planning Policy Framework and which is provided in accordance with the relevant policy documents of the Council;

Application

the full application submitted to the Council (reference number 14/00255/MAF) seeking planning permission for construction of 267 dwellings and integral public open space, with associated access, parking and landscaping (submission of revised plans and additional information) on land at Simpsons Green, Apperley Bridge, Bradford;

Commencement of Development

the date on which any material operation (as defined in Section 56(4) of the Act) pursuant to the Planning Permission forming part of the Development on any part of the Site begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground

conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure and site huts, the temporary display of site notices or advertisements and **Commence Development** shall be construed accordingly;

Communal Areas Plan

a plan to be prepared for the management of all the communal areas on the Site which shall include long term design objectives, management responsibilities and maintenance schedules including biodiversity enhancements;

Completion Date

ready for occupation as a residential dwelling and **Completion** shall be construed accordingly;

Development

267 dwellings and integral public open space, with associated access, parking and landscaping all as set out in the Application;

Development Assessment Contribution

The sum of £15,000 payable in accordance with and for the purposes described in part 6 of Schedule 1;

Dwelling(s)

the residential units approved pursuant to the Planning Permission to be constructed on the Site and the term **Dwelling** shall be construed accordingly;

Education Contribution

the sum of £1,058,840 payable for educational infrastructure improvements within the Idle and Thackley ward or adjoining wards being £462,054 towards the costs involved in the provision of primary school facilities and £596,786 towards the costs involved in the provision of secondary school facilities;

Expert

any person from time to time appointed to act as an expert pursuant to clause 14 of this Agreement;

Harrogate Road/New Line Junction

the junction located at Harrogate Road with New Line and which is shown for illustrative purposes only edged blue on Plan 2;

Harrogate Road/New Line Junction Works

the works to Harrogate Road/New Line Junction consisting of significant improvements to the junction to alleviate congestion and estimated to cost £7m;

Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution

the sum of £1,926,006.25 to be used by the Council towards the Harrogate Road/NewLine Junction Works and/or the provision of off-Site Affordable Housing;

Highway Review

the review by the Council of the highway implications arising from the Development;

Management Company

a private limited company with the purpose of managing the Communal Areas including the Public Open Space and the Recreation Equipment;

Occupation

occupation of any part of the Development 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 and **Occupied** and **Occupier** shall be construed accordingly;

Plan 1

the plan annexed to this Deed showing the Site;

Plan 2

the plan marked "Plan 2" annexed to this Deed showing the location of Harrogate Road/New Line Junction;

Plan 3

the plan marked "Plan 3" annexed to this Deed showing the location of the Public Open Space;

Plan 4

The plan marked "Plan 4" annexed to this Deed showing the location of the Greengates junction;

Planning Obligations Monitoring Officer

the officer employed by the Council who is designated from time to time with the monitoring function in relation to planning obligations under section 106 of the Act;

Planning Obligations Monitoring Officer Fee

the sum of £3,150;

Planning Permission

the planning permission that may be granted for the Development pursuant to the Application following determination by the Council;

Public Open Space

the area of land shown edged green on Plan 3 to be provided within the Development as areas of open space including formal and informal recreation areas and incidental green spaces;

Public Open Space Recreation Equipment Plan

a plan to be prepared for the provision of Recreation Equipment on the Site, its specification, its location and its maintenance;

Recreation Equipment

the recreation equipment to be provided on the Site in an area of Public Open Space for children;

Recreational Open Space Contribution

the sum of £21,000 to be used by the Council for improvements to the existing playing pitches in the vicinity of the Site in lieu of on provision on the Site;

Residents' Permit Parking Scheme Contribution

The sum of £5,000 payable towards the costs of the Council in introducing a residents' permit parking scheme;

Site

the land registered under title number WYK508388 and described at the Land Registry as "The freehold land shown edged with red on the plan of the above Title filed at the Registry and being Brompton Farm, Leeds Road, Idle, Bradford (BD10 9SQ)" and shown edged red on Plan 1;

Transport Infrastructure Improvements Contribution

the sum of £134,000 (£500 per Dwelling) to be used by the Council for transport infrastructure improvements and/or initiatives to support modal shift in the vicinity of the Site such as upgrades to the bridleway and the public rights of way network, and a minimum of £20,000 to be used for upgrading the bus stops 17179 and 17178 adjacent to the Site on Leeds Road

TRO Contribution

The sum of £14,000 payable towards the cost of the Council in making pursuing and implementing such traffic regulation order(s) under the Road Traffic Regulation Act 1984 as may be necessary to implement waiting restrictions which the Council (at its sole discretion) may consider to be necessary to protect visibility splays at the

Harrogate Road / New Line Junction and / or to obtain and implement any necessary statutory authority to relocate the existing speed bumps on Apperley Road

2. CONSTRUCTION OF THIS DEED

- 2.1 Unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Where in this deed a party includes more than one person any obligations of that party shall be joint and several unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 Any covenant not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing.
- 2.8 References to the Site include any part of it unless stated otherwise.
- 2.9 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise.
- 2.10 The headings are for reference only and shall not affect construction.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity to this Deed
- 3.2 The covenants, restrictions and requirements of the Owner contained in this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable

by the Council in respect of the Site only as local planning authority subject to the terms and conditions of this Deed

4. **CONDITIONALITY / COMMENCEMENT**

The obligations contained in clause 5 and Schedule 1 of this Deed are conditional upon and do not come into effect until the grant of the Planning Permission and Commencement of Development save for clauses 7.1 and 8.1 and Part 9 of Schedule 1 which together with all the other provisions of this Deed shall come into effect upon completion of this Deed

5. **THE OWNER'S COVENANTS**

The Owner covenants with the Council so as to bind its interest in the Site to comply with the obligations set out in Schedule 1 being planning obligations under Section 106 of the Act subject to the terms and conditions of this Deed.

6. **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner as set out in Schedule 2

7. **MISCELLANEOUS**

- 7.1 The Developer agrees to pay to the Council on completion of this Deed the sum of £[●] being the Council's reasonable costs of and incidental to the preparation and execution of this Deed
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 (save in respect of successors in title)
- 7.3 This Deed shall be registered as a local land charge by the Council.
- 7.4 Where any agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall be given on behalf of the Council by Major Development Manager and shall not be unreasonably withheld or delayed.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request of the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenant or restrictions over the Site in any transfer of the Site or part thereof will constitute an interest for the purposes of this clause 7.7
- 7.8 No obligation shall be enforceable against any party where Commencement of Development has not taken place on the part of the Site in their ownership and/or where any breach occurs on part of the Site not in their ownership.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 This Deed shall not be enforceable against any owners, occupiers or tenants (or mortgagees) of individual Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them and neither shall it be enforceable against any statutory undertakers in relation to any parts of the Site acquired by them for electricity sub-stations, gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of an easement or covenant.
- 7.11 The Developer enters into this Deed as the prospective purchaser of the Owner's interest in the Site such that it is not liable to the Council for any obligations (save in respect of clause 7.1) unless it becomes a successor in title to the Site upon which it shall become liable for obligations in accordance with the terms of this Deed.
- 7.12 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the Act or any other act or statutory instrument or by-law in the exercise of their functions as a local authority.
- 7.13 Where any agreement, approval, consent or expression of satisfaction is required under this agreement such agreement, approval, consent or satisfaction shall not be unreasonably withheld or delayed.

8. TERMINATION OF THIS DEED OR PART OF IT

- 8.1 This Deed will come to an end (insofar as it has not already been complied with) if:
- 8.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) is modified at any time so as to render this Deed or any part of it irrelevant, impractical or unviable;

8.1.2 the Planning Permission expires before Commencement of Development

9. **WAIVER**

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

10. **CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of the interests in the Site (save in respect of purchasers of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

11. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12. **NOTICES**

12.1 Any notice, demand or other communication to be delivered to a party under this Deed shall be in writing and shall be in the manner and marked for the attention of the person from time to time designated by it to the other parties to this Deed. The initial details so designated are as follows:

12.1.1 for the Council – marked for the attention of John Eyles, Major Development Manager at Planning Service, 2nd Floor, Jacobs Well, Bradford, BD1 5RW bearing the reference 14/00255/MAF;

12.1.2 for the Owner – at its address herein stated; and

12.1.3 for the Developer – at its address herein stated.

12.2 Subject to clause 12.3 below and unless the date and/or time of actual receipt is proved a notice, demand or other communication sent by the following means is to be treated as having been served as follows:

12.2.1 If delivered by hand at the time of delivery;

12.2.2 If sent by pre-paid first class post on the second working day after posting;

or

12.2.3 If sent by recorded delivery at the date and time delivery was signed for.

12.3 If a notice, demand or other communication is served after 4.00pm on a working day or on a day that is not a working day it is to be treated as having been served on the next working day and for the purpose of this clause a working day is any day from Monday to Friday (inclusive) which is neither Christmas Day nor Good Friday and not any statutory bank holiday.

13. **COMMUNITY INFRASTRUCTURE LEVY**

13.1 If after the date of this Deed the Council implements the provisions relating to Community Infrastructure Levy pursuant to the Planning Act 2008 as amended and has a charging schedule that has been approved and taken effect and as a consequence thereof any obligations under this Deed or under any condition attached to the Planning Permission change so that the Owner must pay a sum of money to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Deed then the parties agree that the terms of this Deed may at the election of the party affected be modified pursuant to agreement with the Council to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date that they are entered into.

13.2 If having regard to the Community Infrastructure Levy Regulations 2010 No. 948 as amended it is declared that any one of the obligations is unlawful or invalid or should not have been taken into account in the determination of the Application by a court of competent jurisdiction then the clauses of this Deed relating to the relevant obligation(s) shall be severed in accordance with clause 7.6 of this Deed.

14. **DISPUTE RESOLUTION**

14.1 If any dispute arises between any party to this Deed relating to or arising out of Schedule 1 or Schedule 2 to this Deed any party may give written notice to the other requiring the dispute to be determined in accordance with the dispute resolution procedure in this clause 14.

14.2 The Expert shall have been professionally qualified for not less than ten years and shall have substantial recent experience in respect of the subject matter of the dispute or difference and shall be a specialist in relation to such subject matter.

14.3 The Expert shall be appointed by agreement between the parties or failing such agreement within ten working days of the notice referred to in clause 14.1 shall be

appointed on the application of either of the parties to the dispute by such one of the following persons as the parties shall agree to be appropriate having regard to the nature of the dispute in question

14.3.1 the Chairman for the time being of the Bar Council;

14.3.2 the President for the time being of the Royal Institute of British Architects;

14.3.3 the President for the time being of the Royal Institution of Chartered Surveyors;

14.3.4 the President for the time being of the Institute of Chartered Accountants in England and Wales; and

14.3.5 the President for the time being of the Law Society;

or in any such case his duly appointed deputy or any other person authorised by him to make appointments on his behalf.

14.4 If within fifteen working days after service of the notice referred to in clause 14.1 the parties to the dispute have been unable to agree which of the persons referred to in paragraph 14.3 is appropriate to appoint the Expert, the Expert will be appointed, on the application of either of the parties by the President for the time being of the Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf.

14.5 Whenever the Expert is to be appointed under this clause he shall act as an expert and not as an arbitrator and the following provisions shall have effect:

14.5.1 the Expert's decision shall be final and binding upon the parties to the dispute (save in respect of manifest error);

14.5.2 the Expert shall consider *inter alia* but shall not be bound by any written representations on behalf of the parties to the dispute made within such time limits as he shall specify which time limits shall be as short as he shall consider practicable in the circumstances;

14.5.3 the Expert shall make available to each party copies of the other party's representations and allow the other party to make further written representations thereon;

14.5.4 upon receipt of any such representations the Expert shall if necessary forthwith inspect any property which is the subject of the dispute and give notice of his instructions if any to the parties and if he shall so require invite

them or their advisers to attend his inspection and to make oral representations thereat;

14.5.5 the Expert shall act as quickly as possible thereafter notify the parties in writing of his determination of the dispute or difference referred to him;

14.5.6 the parties shall use reasonable endeavours to procure that the Expert shall give his decision with reasons as speedily as possible;

14.6 If the Expert shall die or be or become unwilling or incapable of acting or in the reasonable opinion of either party shall delay his determination avoidably or if for any other reason he shall not deliver his decision either party shall be entitled to apply to the President for the time being of the relevant professional institution to discharge the Expert and appoint another in his place.

15. **JURISDICTION**

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

16. **DELIVERY**

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

SCHEDULE 1

Owner's Covenants to the Council

The Owner in respect of the Site hereby covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act as follows:

Part 1 - the Education Contribution, the Recreational Open Space Contribution and the Transport Infrastructure Improvements Contribution

1. To pay the Education Contribution in three equal instalments:
 - 1.1 the first instalment by no later than first Occupation of the 100th Dwelling on the Site;
 - 1.2 the second instalment by no later than the first Occupation of the 150th Dwelling on the Site;
 - 1.3 the third (and final) instalment by no later than the first Occupation of the 200th Dwelling on the Site; and
2. To pay each of the Recreational Open Space Contribution and the Transport Infrastructure Improvements Contribution in four equal instalments:
 - 2.1 the first instalment of each on Completion of 50 Dwellings on the Site;
 - 2.2 the second instalment of each on Completion of 100 Dwellings on the Site;
 - 2.3 the third instalment of each on Completion of 150 Dwellings on the Site; and
 - 2.4 the fourth (and final) instalment of each on Completion of 200 Dwellings on the Site.

Part 2 - Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution

1. To pay the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution in accordance with the following timetable:
 - 1.1 The first instalment of £300,000 within three months of the Commencement of Development;

- 1.2 The second instalment of £200,000 within six months of the Commencement of Development;
- 1.3 The third instalment of £426,006 by 31st December 2016 ;
- 1.4 The fourth and final instalment of £1 million by 31st December 2017.

Part 3 - Public Open Space Recreation Equipment Plan

1. Not to permit or allow the Occupation of any Dwelling on the Development until the Public Open Space Recreation Equipment Plan has been submitted to and agreed with the Council.
2. To provide, install and maintain the Recreation Equipment in accordance with the Public Open Space Recreation Equipment Plan approved by the Council at all times from Occupation of the Development

Part 4 - Communal Areas

1. Not to permit or allow the Occupation of any Dwelling on the Development until the Communal Areas Plan has been submitted to and agreed with the Council.
2. Not to permit or allow the Occupation of more than [50] Dwellings on the Development until the Public Open Space has been provided in complete accordance with the approved Communal Areas Plan so that it is available and safe for immediate public use, and written notice thereof has been given to the Council.
3. To maintain the Public Open Space in accordance with the Communal Areas Plan approved by the Council
4. To keep the Public Open Space open, unbuilt upon and available for public recreational use in perpetuity.

Part 5 - Management Company

1.
 - 1.1 To prevent the sale of any individual Dwelling comprised in the Development until a Management Company has been formed and the Owner has provided evidence of such formation to the Council (including a certified copy of the Memorandum and Articles of Association of the Management Company).
 - 1.2 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been

- demolished or in the event of the Management Company becoming insolvent or unable to pay its debts or unless the Council have otherwise first agreed in writing.
- 1.3 Not to permit or allow the sale, transfer, grant of an option, gift, exchange in return for other property, a declaration of trust, assignment, lease or other disposal of any individual Dwelling comprised in the Development until the buyer of such Dwelling has applied for and been granted membership of the Management Company.
- 1.4 The Owner will procure that the buyer of each Dwelling comprised in the Development has entered into covenants substantially in the following form direct with the Management Company under which the buyer shall:-
- (i) covenant to pay to the Management Company a pro rata proportion (according to the number of Dwellings comprised in the Development to be constructed on the Site) of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining, repairing and as necessary renewing the Public Open Space and the Recreation Equipment in accordance with the Communal Areas Plan and the Public Open Space Recreation Equipment Plan; and
 - (ii) covenant that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 1.4(i) and 1.4(ii) of this part of this Schedule.
- 1.5 The Owner shall not permit or allow the Occupation of more than 90% of the Dwellings that form part of the Development unless and until the freehold interest or a long leasehold interest in the Public Open Space has been transferred free from incumbrances (other than as set out below) to the Management Company but for the avoidance of doubt the transfer shall:
- (i) be a transfer of the freehold interest or a long leasehold interest of the Public Open Space
 - (ii) be free from any mortgage, charge, lien or other such incumbrance
 - (iii) include all usual and necessary rights of way with or without vehicles
 - (iv) be subject to rights of reasonable access to the public
 - (v) reserve any usual and necessary rights to use existing services and to lay and use new services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same

- (vi) declare that boundary structures shall belong to and be maintained by adjoining owners
- (vii) not require consideration in excess of one pound (£1)
- (viii) contain covenants by the Management Company in favour of the Council and pursuant to Section 33 of the Local Government (Miscellaneous provisions) Act 1982 to the effect that the Management Company shall maintain, repair, replace as necessary and generally manage the Public Open Space in strict accordance with the Communal Areas Plan and the Public Open Space Recreation Equipment Plan and the principles of good estate management to the intent that the Public Open Space remains fit for purpose and available for safe use by the public at all times during which any part of the Development is occupied
- (ix) include provisions securing the sole use of the Public Open Space for the general recreational enjoyment of the public as general amenity open space
- (x) include a declaration that no area of the Public Open Space is dedicated as public highway nor that any use by the public of any part of the Public Open Space shall be taken in any way as an intention by the Owner to dedicate the same as highway.

Part 6 – Development Assessment - highway implications

1. No more than 225 Dwellings shall be Occupied until the Owner has paid the Development Assessment Contribution to the Council to be used for the Highway Review. The Highway Review shall include the following purposes:
 - 1.1 To enable the Council in its capacity as local highway authority to assess the highway implications from the Development including its impact on the Greengates junction shown on Plan 4 and to undertake consultation on the highway implications with local residents and to consider whether any changes are needed to the highway network in the vicinity of the Site such as the introduction of any road closure, one way system, or a residents' permit parking scheme.
2. If within 12 months from receipt of payment of the Development Assessment Contribution the Council in its capacity as local highway authority concludes from its Highway Review that it is necessary to make a residents' permit parking scheme then the Council shall inform the Owner in writing by notice and request payment from the Owner of the Residents' Permit Parking Scheme Contribution.

3. The Owner will pay the Residents' Permit Parking Scheme Contribution to the Council within 21 days of receipt of the notice referred to in paragraph 3 above to be used by the Council towards the costs of introducing a residents' permit parking scheme.

Part 7 - TRO Contribution

1. To pay the TRO Contribution to the Council within three months of Commencement of Development

Part 8 - Emergency Access and other related highways works

1. To carry out and complete the works for the provision of an emergency access and a shared pedestrian link between the Site and Leeds Road (as shown and depicted on plan number 1462-05 submitted with the Application) before Occupation of the 100th Dwelling

Part 9 - Planning Obligations Monitoring Officer Fee

1. To pay the Planning Obligations Monitoring Officer Fee to the Council 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

SCHEDULE 2

Council's Covenants to the Owner

1. Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution

1.1 To use each instalment of the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution for carrying out the Harrogate Road/New Line Junction Works.

1.2 If after receipt of the final instalment of the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution the Council has not let or entered into a contract for the Harrogate Road/New Line Junction Works then the Council shall use the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution for the following purposes as set out in paragraphs 1.3 – 1.5 below.

1.3 The Council shall use the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution for the provision of Affordable Housing within the Idle and Thackay ward by providing Affordable Housing comprising a mixture of 1,2 and 3 bedroom units.

1.4 If the Council is unable to expend all or none of the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution on Affordable Housing within the Idle and Thackay ward then the Council shall use the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution or the unexpended balance thereof in the provision of Affordable Housing comprising a mixture of 1,2 and 3 bedroom units in the Bradford North Constituency.

1.5 The Council shall provide the Affordable Housing pursuant to paragraphs 1.3 and 1.4 above within two years from receipt of the final instalment of the Harrogate Road/New Line Junction Contribution and/or Affordable Housing Contribution.

2. REPAYMENT OF CONTRIBUTIONS

2.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

2.2 The Council covenants with the Owner that it will repay to the person who made such payment such amounts of any Contributions which have not been committed or expended in accordance with the provisions of this Deed within 5 years from the date of receipt by the Council of any instalment of each Contribution together with interest at the Co-operative Bank base rate from time to time for the period from the date of payment to the date of refund.

2.3 The Council shall provide to the Owner when reasonably requested to do so evidence to confirm the expenditure of the sums paid by the Owner to the Council under this Deed.

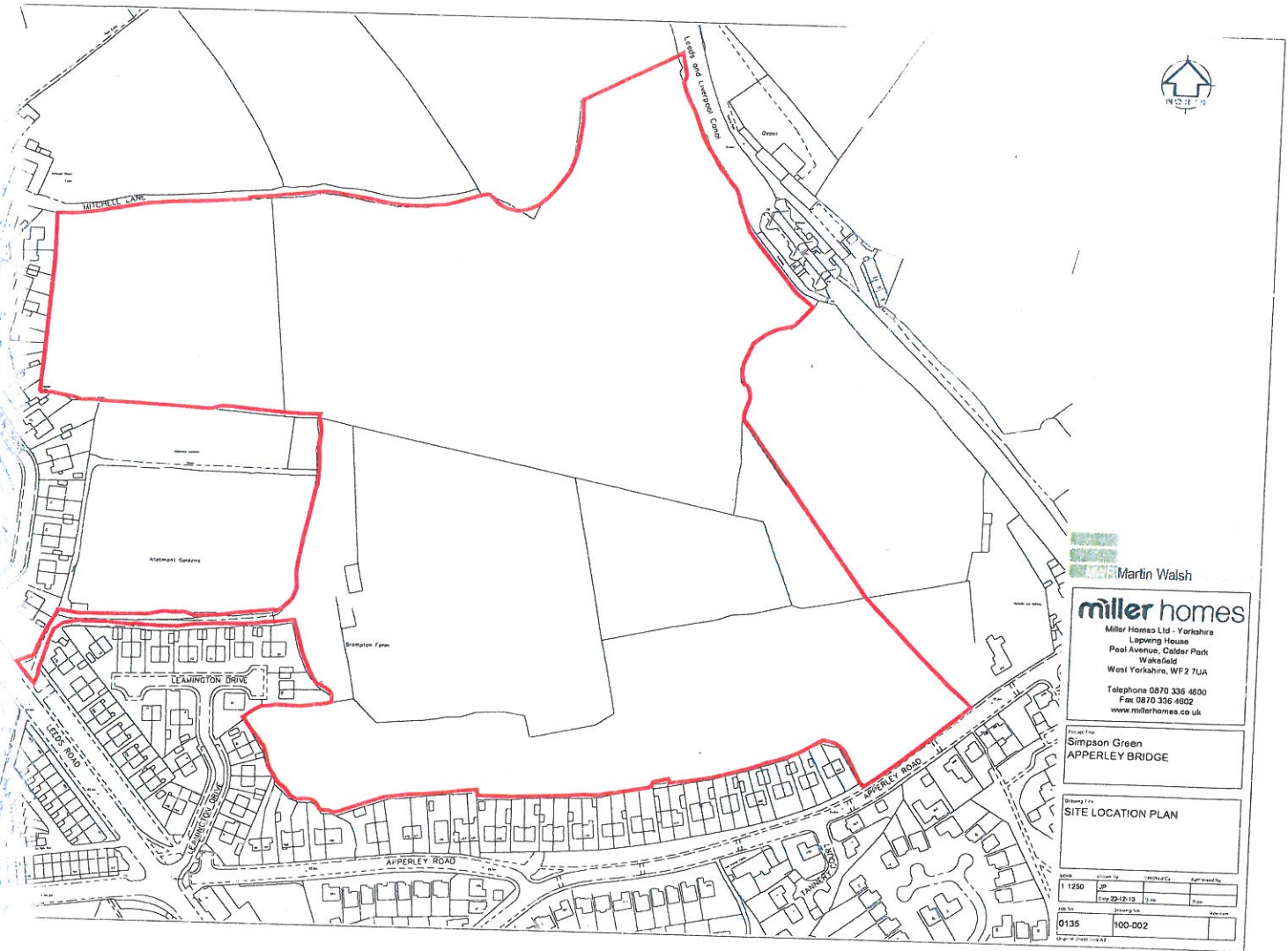
3. **CONFIRMATION**

3.1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

PLANS

10/11

[Signature]
D. Williams
Snr



Martin Walsh

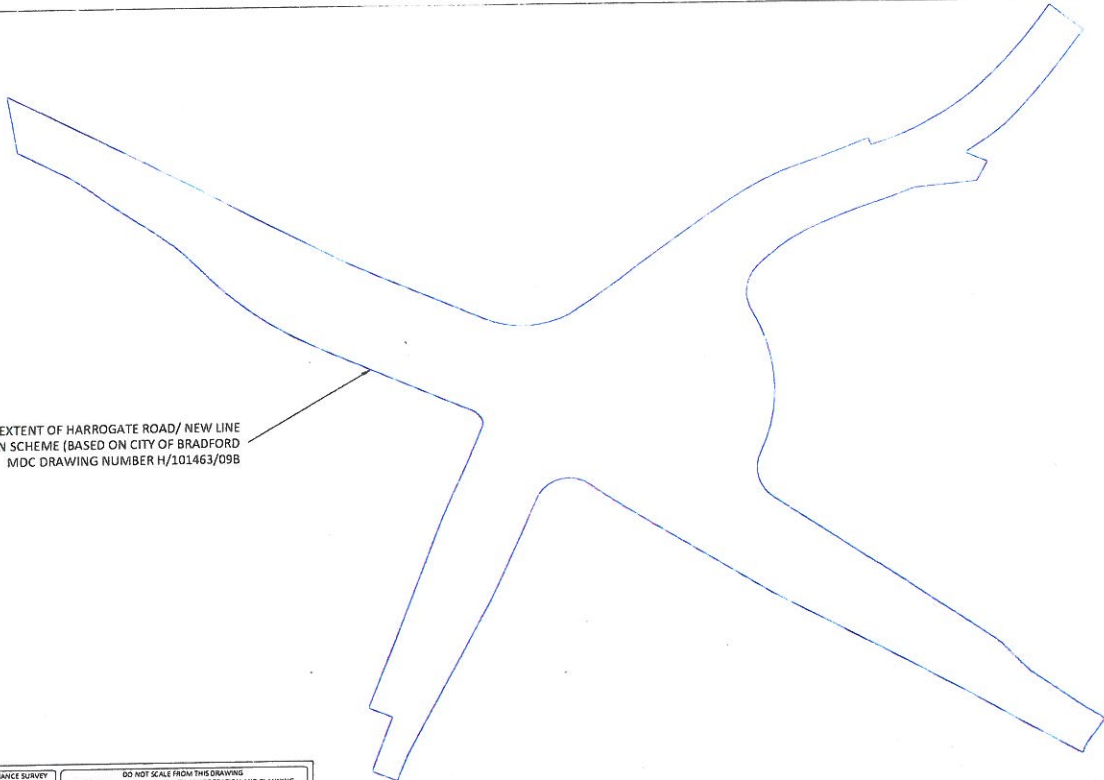
miller homes
 Miller Homes Ltd - Yorkshire
 Lapping House
 Pool Avenue, Claxton Park
 Wakefield
 West Yorkshire, WF2 7UA
 Telephone 0870 336 4600
 Fax 0870 336 4602
 www.millerhomes.co.uk

Plot No: **Simpson Green**
APPERLEY BRIDGE

Drawing No: **SITE LOCATION PLAN**

DATE	ISSUED BY	REVISED BY	APPROVED BY
1/12/00	GP		
	REV 22-12-12	GP	
0135	100-002		

William
William



EXTENT OF HARROGATE ROAD/ NEW LINE
 JUNCTION SCHEME (BASED ON CITY OF BRADFORD
 MDC DRAWING NUMBER H/101463/09B

DERIVED FROM THE ORDINANCE SURVEY
 MAP WITH THE PERMISSION OF THE
 OFFICE OF HER MAJESTY'S STATIONERY
 OFFICE, REFERENCE NO. 100048136
 ALL RIGHTS RESERVED

DO NOT SCALE FROM THIS DRAWING
 DRAWING ISSUED FOR FEASIBILITY CONSIDERATION AND PLANNING
 PURPOSES ONLY. DRAWING NOT TO BE USED FOR CONSTRUCTION.
 COM. REQUIREMENTS CONSIDERED AT FEASIBILITY STAGE ONLY. FURTHER
 CONSIDERATION REQUIRED BY DETAILED DESIGN TEAM.

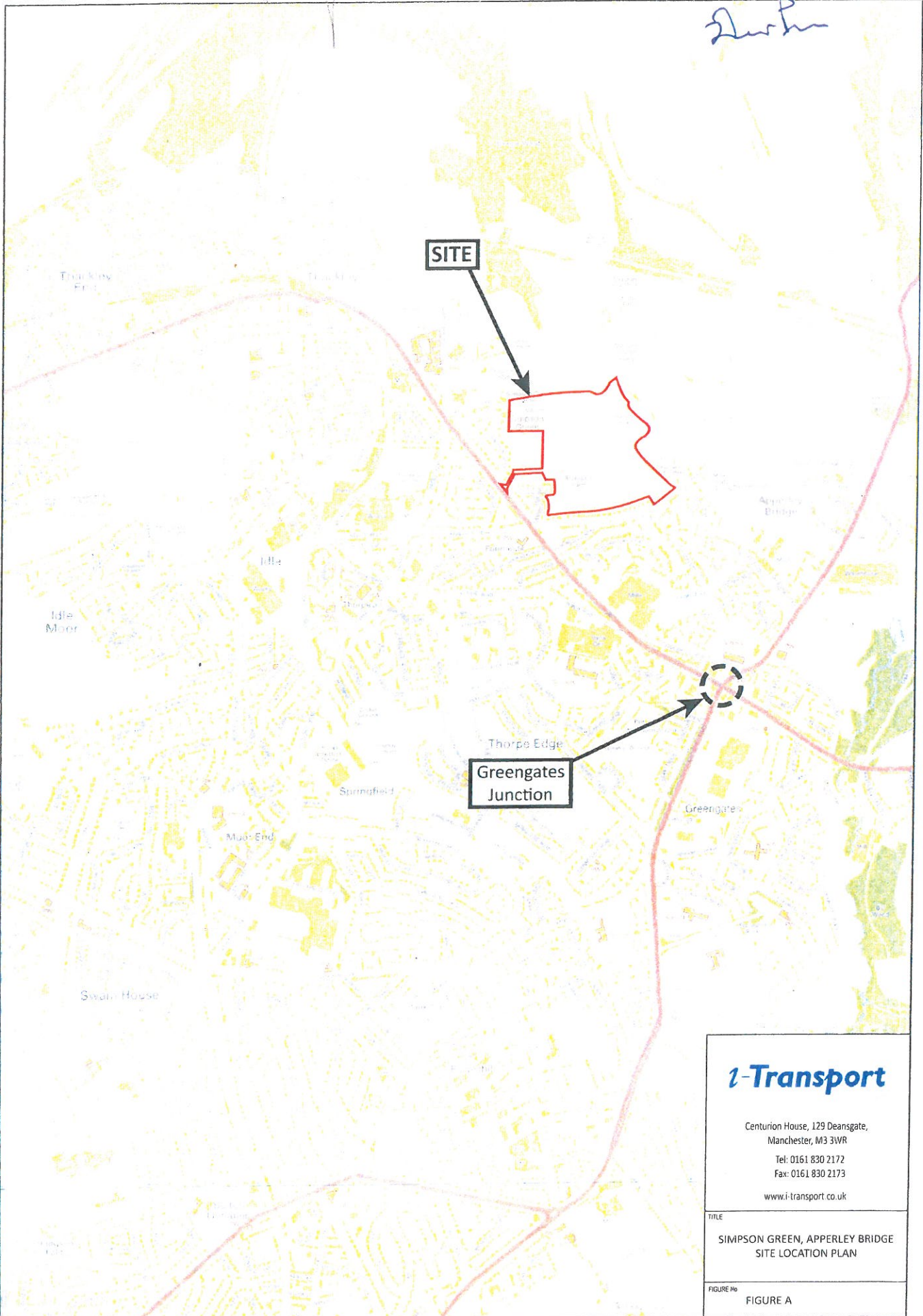
l-Transport

Evolution House, 129 Deansgate
 Manchester, M3 3WR
 Tel: 0161 830 2172
 Fax: 0161 830 2173
 www.l-transport.co.uk

SY		DATE	BY	DISCIPLINE	CHK	APP	TITLE		SCALE	DATE	SE	DATE	SE
							HARROGATE ROAD/ NEW LINE JUNCTION		1:1000		SE		SE
							PROJECT	CLIENT	DATE		JF	DATE	NOV 14
							SIMPSON GREEN, APPERLEY BRIDGE	MILLER HOMES					
							STATUS		PLAN 2				
							DRAFT		PROJECT NO		ITM7148		

Alan Williams
2/1/10

PLAN 4




1-Transport	
Centurion House, 129 Deansgate, Manchester, M3 3WR Tel: 0161 830 2172 Fax: 0161 830 2173 www.i-transport.co.uk	
TITLE	SIMPSON GREEN, APPERLEY BRIDGE SITE LOCATION PLAN
FIGURE No	FIGURE A

IN WITNESS whereof the parties have executed this Deed as a Deed and it is delivered on the date set out above

**EXECUTED as a DEED by
MELVIN LIMITED**
acting by two directors or
one director and its secretary

)
)
)
)


.....
Director

(Name in capital letters) ALEXANDER P. C. WILKINSON


.....
Director/Secretary


(Name in capital letters) DOREEN WILKINSON

**EXECUTED as a DEED by
MILLER HOMES LIMITED**
acting by ~~two directors or~~
one director and ~~its secretary~~
a witness

)
)
)
)

Ms


(Name in capital letters) STEWART LYNES


.....
Director/Secretary *Witness*

(Name in capital letters) MAURA JANE CUNNINGHAM

Miller Homes Ltd
Miller House
21 Lochside View
Edinburgh Park
Edinburgh EH12 9DH

**EXECUTED as a DEED by affixing
THE COMMON SEAL of CITY OF
BRADFORD METROPOLITAN DISTRICT
COUNCIL in the presence of:**



Authorised by the Assistant City Solicitor

30.6.2000

DATED 24th August 2015

TOWN AND COUNTRY PLANNING ACT 1990

AGREEMENT

BETWEEN

CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL

- AND -

RALPH THOMAS SCOTT

- AND -

R PRIESTLEY (DEVELOPMENTS) LIMITED

- AND -

PERSIMMON HOMES LIMITED

SECTION 106 AGREEMENT
Relating to land at and known as
Cote Farm, Thackley, Bradford

WALKER MORRIS

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500

Fax: 0113 2459412
Ref: CAS/PHY.2-1603

THIS AGREEMENT is made the 24th day of August Two thousand and fifteen

BETWEEN: -

- (1) **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of City Hall, Bradford, West Yorkshire, BD1 1HY ("**Council**") of the first part; and
- (2) **RALPH THOMAS SCOTT** of Cote Farm, Thackley, Bradford, West Yorkshire ("**First Owner**") of the second part; and
- (3) **R PRIESTLEY (DEVELOPMENTS) LIMITED** (Company No. 1463126) whose registered office is at Ashley House 415 Halifax Road Brighouse West Yorkshire HD6 2PD ("**Second Owner**") of the third part; and
- (4) **PERSIMMON HOMES LIMITED** (Company No. 04108747) whose registered office is at Persimmon House, Fulford, York YO1 4FE ("**Developer**") of the fourth part

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

1. **DEFINITIONS**

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

(a) "**Affordable Dwellings**" means in the event that paragraph 1.1.1 of the First Schedule is applicable: -

1. 9 units of Affordable Housing to be provided in Phase 1 of the Development; and
2. in relation to a Subsequent Phase – 15% of the Dwellings to be provided on that Subsequent Phase the tenure, size and mix of such Dwellings to be agreed in accordance with

paragraph 2.7 of the First Schedule

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) "**Appeal**" means the appeal (PINS Reference No. APP/W4705/W/14/3001692) lodged on behalf of the Developer against the Council's refusal of the Application;
- (d) "**Application**" means the hybrid application being: -
1. an outline planning application for the erection of up to 210 dwellings; and
 2. a full application for 60 dwellings ("**Full Application**")
- on the Site received by the Council on 7 October 2013 and registered by the Council under reference number 13/04148/MAF;
- (e) "**Areas of Incidental Landscaping**" means those areas of incidental landscaping which are to be included within the Site and laid out and landscaped in accordance with the Full Planning Permission in relation to Phase 1 of the Development and a Reserved Matters Approval(s) in relation to Subsequent Phases and to be agreed in accordance with

paragraph 1 of the Second Schedule;

- (f) **“Biodiversity Enhancement and Management Plan”** means a Biodiversity Enhancement and Management Plan in accordance with the draft document prepared by Brooks Ecological dated July 2015 appended to this Agreement as the Fifth Schedule to be implemented by the Owner in relation to Phase 1 of the Development and later rolled out in relation to Subsequent Phases in accordance with paragraph 2 of the Second Schedule being the objectives and initiatives to be undertaken to encourage a development that respects and contributes to local wildlife through the retention and protection of existing habitat, provision of new habitat and its on-going careful management;
- (g) **“Blue Land”** means the land shown edged in blue on Plan 2;
- (h) **“Bus Stops Improvement Contribution”** means the sum of £40,000.00 (forty thousand pounds) to be paid to the Council as a total contribution towards procuring the installation of real time bus information display at bus stop nos. 17190 and 17191 the need for which directly arises from the Development;
- (i) **“Commencement of Development”** means the date upon which Phase 1 of the Development shall be commenced by the carrying out on the Site pursuant to the Full 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 Development" shall be construed accordingly;

(j) **"Commencement of Development of the Second Owner's Land"**

means the date upon which the Development shall be commenced on the Second Owner's Land by the carrying out pursuant to the Full 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;

(k) **"Commencement of a Subsequent Phase of the Development"**

means the date upon which any Subsequent Phase shall commence by the carrying out on a Subsequent Phase pursuant to the Planning Permission and any Reserved Matters Approval(s) 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 **Commence Development of a Subsequent Phase of the Development**" and / or **Commencement of Development of each Subsequent Phase of the Development**" shall be construed accordingly;

- (l) **"Commencement Notice"** means a notice to be served by the Owner on the Council 28 days prior to the Commencement of Development under paragraph 2.5 of the First Schedule;
- (m) **"Development"** means the development of the Site in accordance with the Planning Permission;
- (n) **"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;
- (o) **"Education Contribution"** means subject to clause 4.15 the sum of: -
1. £1,826.30 (one thousand eight hundred and twenty six pounds and thirty pence) per Dwelling to be paid to the Council as a total contribution to be applied by the Council towards providing additional primary school places at Parkland School; and
 2. £2,358.83 (two thousand three hundred and fifty eight pounds and eighty three pence) per Dwelling to be paid to the Council as a total contribution to be applied by the Council towards providing additional secondary places at Immanuel College

which is required in order to meet the needs arising as a direct result of the Development and no other;

- (p) **"Full Planning Permission"** means a planning permission issued by the Council pursuant to the Full Application;
- (q) **"Harrogate Road / New Line Junction"** means the junction located at Harrogate Road with New Line and which is shown for illustrative purposes only edged blue on Plan 3;
- (r) **"Harrogate Road / New Line Junction Works"** means the works to Harrogate Road / New Line Junction consisting of significant improvements to the junction to alleviate congestion and estimated to cost £7,000,000.00;
- (s) **"Harrogate Road / New Line Junction Contribution"** means if applicable the sum of £1,980,000.00 to be paid to the Council towards the Harrogate Road / New Line Junction Works;
- (t) **"Homes and Communities Agency"** means the Homes and Communities Agency 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);
- (u) **"Index"** means the Retail Price Index (All Items) published only or on behalf of H M Government including any other index (or document to the same effect) which replaces that Index;
- (v) **"Landscape Strategy"** means a landscape strategy in relation to the Blue Land to be agreed with the Council in accordance with paragraph 3 of the Second Schedule such strategy to include details of the following: -
1. making good any stone walls;

2. infilling gaps in existing vegetation;
3. allowing public access to the Permissive Footpath;
4. a programme relating to timescales for implementation;

(w) **"Management Company"**

means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes carrying out future maintenance of the Areas of Incidental Landscaping and to procure the implementation of the Biodiversity Enhancement and Management Plan and:-

1. which is incorporated in England and Wales or Scotland;
2. which has its registered office in England, Wales or Scotland; and
3. whose primary objects permit it to maintain and renew the Areas of Incidental Landscaping and to procure the implementation of the Biodiversity Enhancement and Management Plan;

(x) **"National Planning Policy Framework"**

means the National Planning Policy Framework (or any future guidance that amends or replaces it);

(y) **"Occupation" and "Occupied" and "Occupy"**

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;

- (z) **"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;
- (aa) **"Owner"** means collectively the First Owner and the Second Owner;
- (bb) **"Permissive Footpath"** means the permissive footpath within the Blue Land as shown hatched pink on Plan 2;
- (cc) **"Phase"** means a phase of the Development and in relation to the Subsequent Phases these shall be detailed in any phasing plan or masterplan approved by the Council as part of the Planning Permission and reference to **"Phases"** shall be construed accordingly;
- (dd) **"Phase 1 Education Contribution"** means subject to clause 4.15 the sum of £251,107.80 (two hundred and fifty one thousand one hundred and seven pounds and eighty pence) to be paid to the Council by the Owner and applied by the Council as follows: -
1. £109,578.00 (one hundred and nine thousand five hundred and seventy eight pounds) towards providing additional primary school places at Parkland School; and
 2. £141,529.80 (one hundred and forty one thousand five hundred and twenty nine pounds and eighty pence) towards providing additional

secondary places at Immanuel College

which is required in order to meet the needs arising as a direct result of the Development and no other;

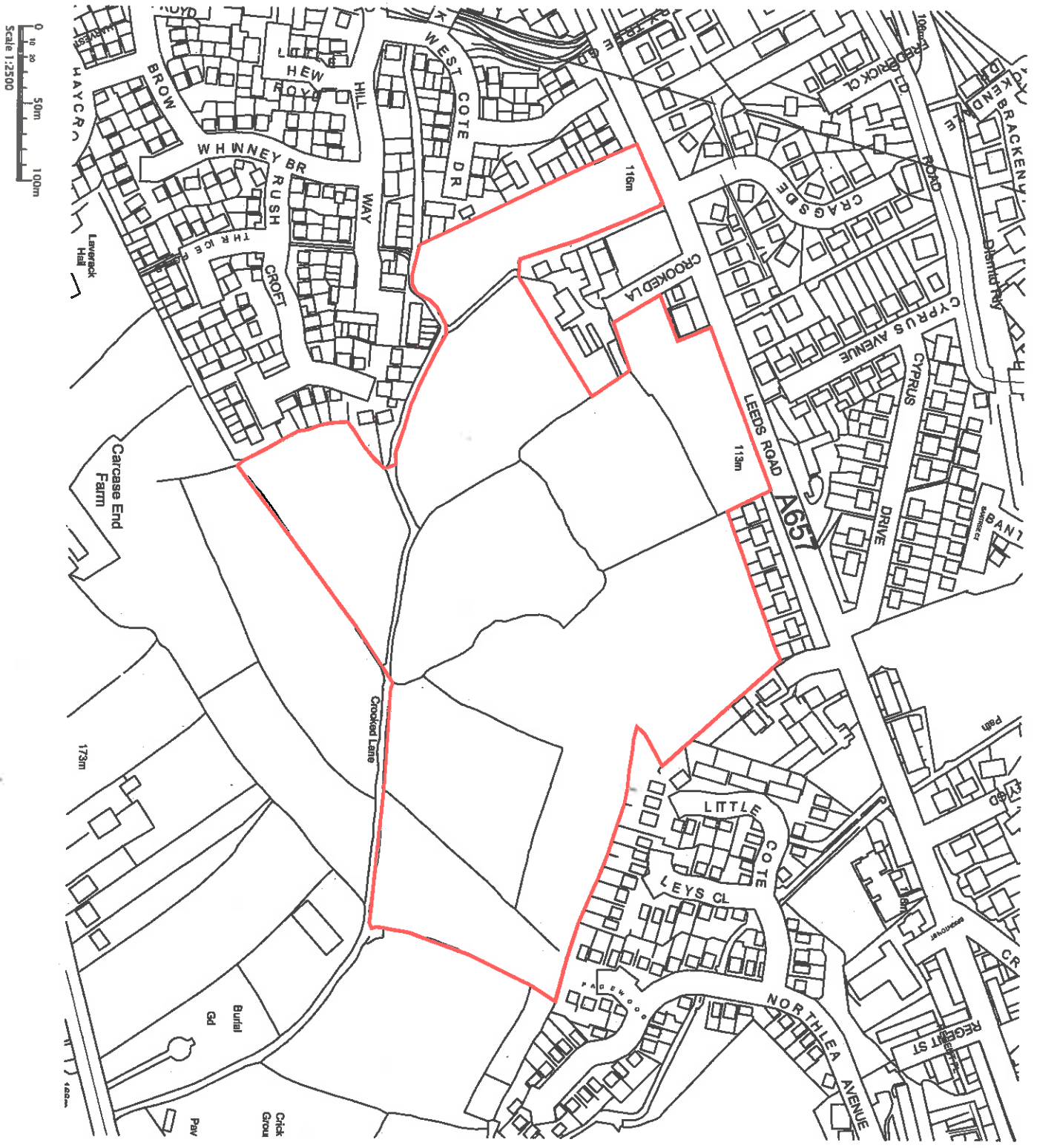
- (ee) **"Phase 1 of the Development"** means the first phase of the Development on the Site to be carried out in accordance with the Full Planning Permission;
- (ff) **"Phase 1 Sports and Recreation Contribution"** means the sum of £46,535.40 (forty six thousand five hundred and thirty five pounds and forty pence) to be paid to the Council as a contribution towards procuring the improvement of infrastructure, playing pitches and play equipment at Thackley Old Road Recreation Ground and / or Eller Carr Recreation Ground which is required in order to meet the needs arising as a direct result of the Development and no other;
- (gg) **"Plan 1"** means the plan attached to this Agreement and marked "Plan 1";
- (hh) **"Plan 2"** means the plan attached to this Agreement and marked "Plan 2";
- (ii) **"Plan 3"** means the plan attached to this Agreement and marked "Plan 3";
- (ij) **"Planning Obligations"** means the obligations, conditions and stipulations set out in the First Schedule and the Second Schedule and **"Planning Obligation"** shall be construed accordingly;
- (kk) **"Planning Permission"** means a planning permission to be granted for the Development pursuant to the Application and the Appeal;

- (ll) **"Practical Completion"** means the stage when a Dwelling has been constructed and fitted out and are ready for Occupation;
- (mm) **"Purchase Price"** means the price that an Affordable Dwelling will be transferred by the Owner to a Registered Provider representing a price equal to the open market value of the Affordable Dwelling determined in accordance with paragraph 2.1 of the First Schedule minus a discount of 35% of the open market value of the Affordable Dwelling;
- (nn) **"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 Homes and Communities Agency 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;
- (oo) **"Reserved Matters Approval(s)"** means approval by the Council of one or more matters reserved for approval by the Planning Permission in relation to Subsequent Phases;
- (pp) **"Secretary of State"** means the Secretary of State within the Department for Communities and Local Government or any substitute or any Inspector appointed by him;
- (qq) **"Site"** means all that piece or parcel of land situated at Cote Farm, Thackley, Bradford shown edged in red for identification purposes only on Plan 1;

- (rr) **"Sports and Recreation Contribution"** means the sum of £775.59 (seven hundred and seventy five pounds and fifty nine pence) per Dwelling to be paid to the Council as a contribution towards procuring the improvement of infrastructure, playing pitches and play equipment at Thackley Old Road Recreation Ground and / or Eller Carr Recreation Ground which is required in order to meet the needs arising as a direct result of the Development and no other;
- (ss) **"Subsequent Phase"** means a Phase of the Development excluding Phase 1 of the Development and reference to **"Subsequent Phases"** shall be construed accordingly;
- (tt) **"Subsequent Phase Commencement Notice"** means a notice to be served by the Owner on the Council 28 days prior to the Commencement of a Subsequent Phase of the Development under paragraph 2.10 of the First Schedule;
- (uu) **"Travel Plan"** means the travel plan prepared by WYG Transport Planning dated 25 September 2013 appended to this Agreement as the Fourth Schedule;
- (vv) **"1990 Act"** means the Town and Country Planning Act 1990 (as amended) (or as redefined by any amendment, replacement or re-enactment of such Acts).

- 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 Where more than one person is included in the expressions "the Council" and "the Owner" and "the Developer" agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.
- 1.6 Any covenant by the Owner or the Developer 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; and any covenants expressed to be given by the Owner and the Developer shall impose a joint and several liability.
- 1.7 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.
- 1.8 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.
- 1.9 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 First Owner is the owner of the part of the Site registered at HM Land Registry under Title Number WYK550817 ("**First Owner's Land**").
- 2.3 The Second Owner is the owner of the part of the Site registered at HM Land Registry under Title Number WYK658698 ("**Second Owner's Land**").
- 2.4 The Developer has an interest in the First Owner's Land by way of a conditional contract dated 19 October 2010 and made between the First Owner and the Developer.
- 2.5 The Developer has an interest in the Second Owner's Land by way of a option agreement dated 12 February 2014 and made between the Second Owner and the Developer.



PERSIMMON
Together, we make a home

**Proposed Residential Development
Off Crooked Lane, Bradford**

PLAN 1

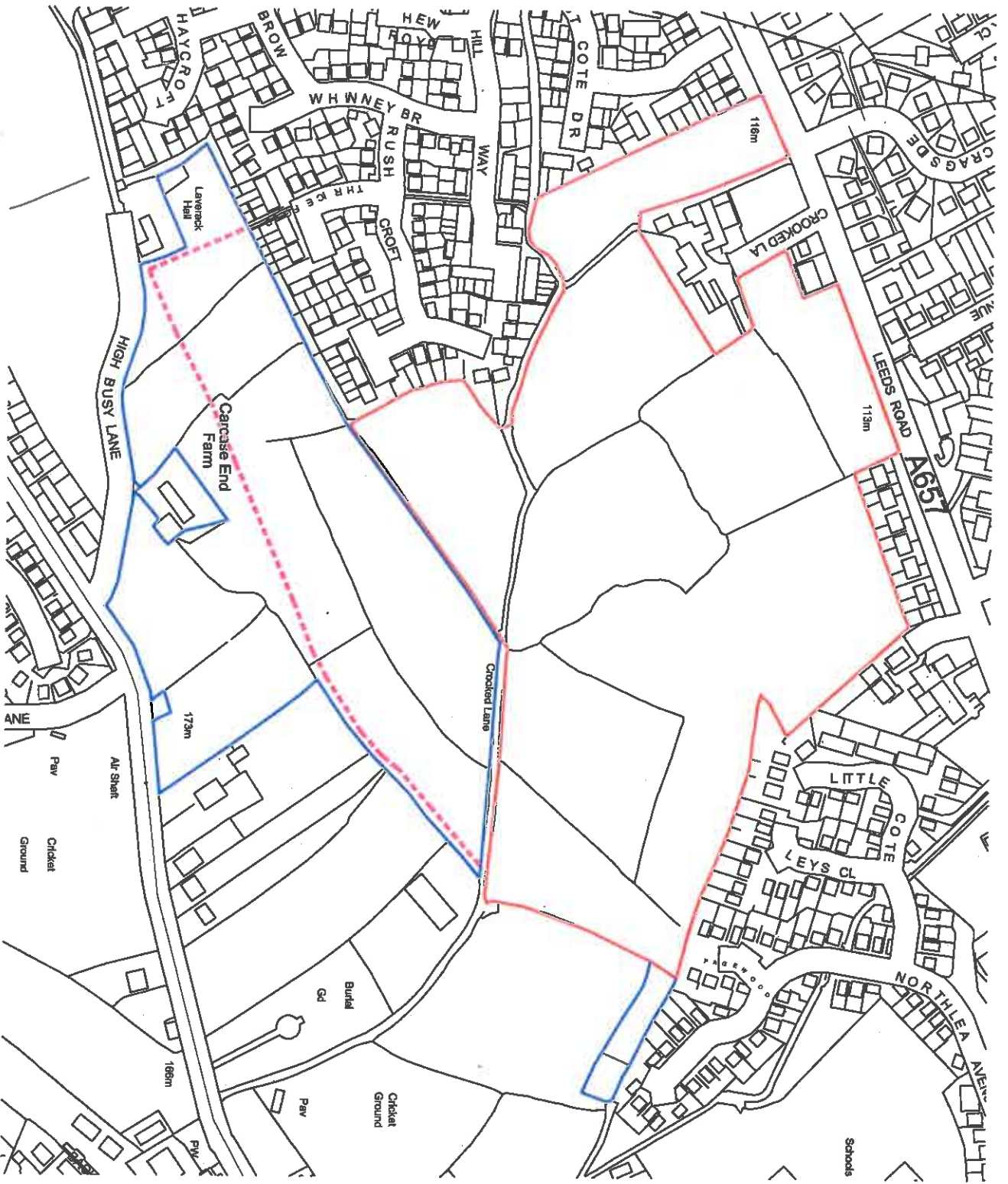
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Drawn By SAC

Checked By PT

**Drawing Number
CRL-2015:P1**

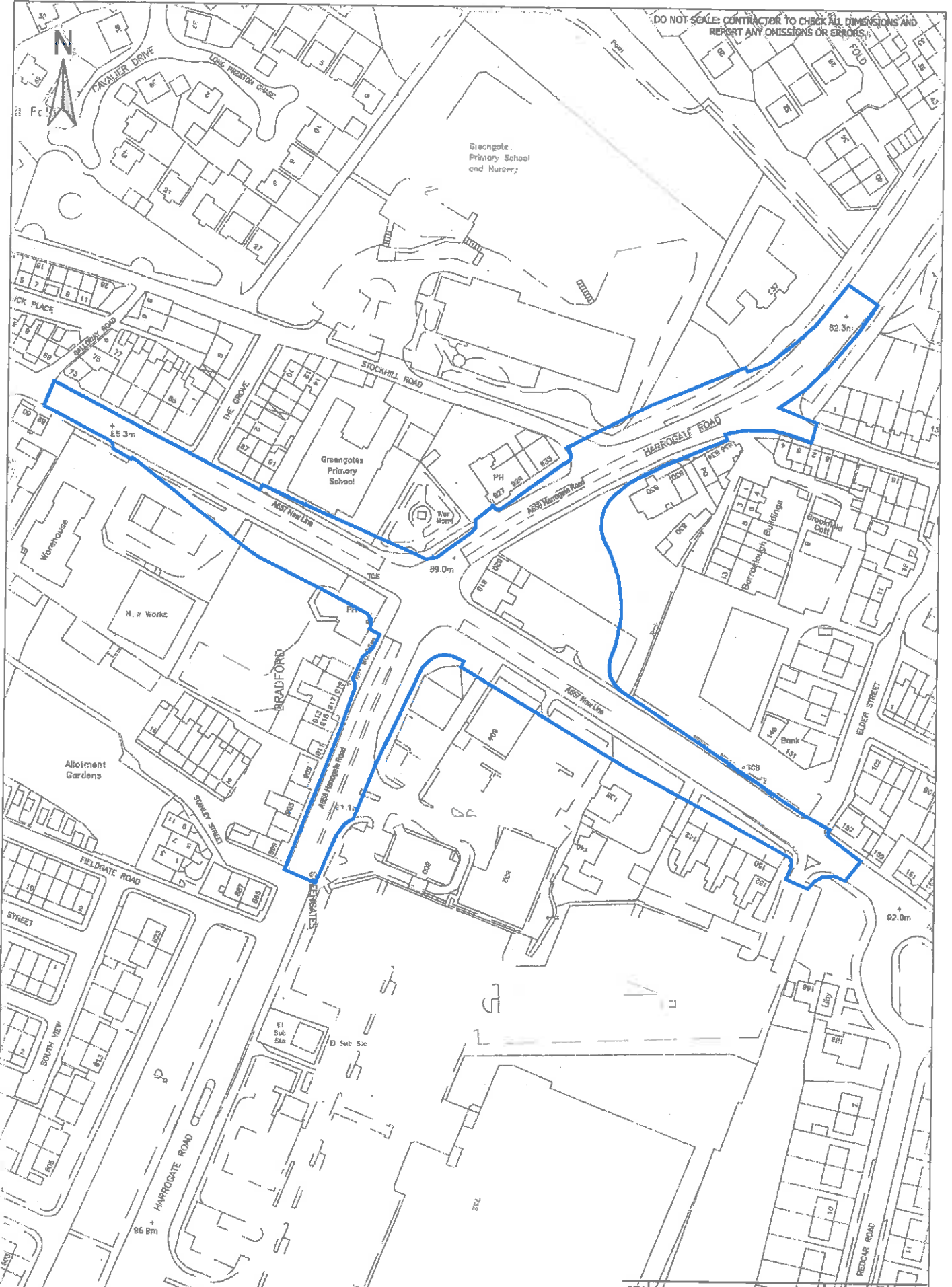
JULY 15



Rev A - DRH - 04.08.15
 Desire line shown on plan

<p>PERSIMMON Together, we make a home</p>			
<p>Proposed Residential Development Off Crooked Lane, Bradford</p>			
<p>PLAN 2</p>			
Scale	1:2500@A3	Drawing Number	CRL-2015/P2A
Drawn By	SAC	Checked By	PT
		JULY 15	

DO NOT SCALE: CONTRACTOR TO CHECK ALL DIMENSIONS AND REPORT ANY OMISSIONS OR ERRORS.



REV	DESCRIPTION	BY	CHK	APP	DATE

Scale of A1	Drawn	Date	Checked	Date	Approved	Date
MTS	AB	AUG 15				
Project No.	Client	Type	Drawing No.	Revision		
A077630	21	TS	SK 027	P1		

ARNDIS COURT
HEADLEY
LEAMING
S18 2JL



Client
PERSIMMON HOMES

Project
PROPOSED RESIDENTIAL DEVELOPMENT, COTE FARM, THACKLEY

Drawing Title
PLAN 3

Tel: +44 (0)113 250 7111
Fax: +44 (0)113 250 5447
Email: enquiries@pyg.com

- 2.6 The Developer has by the Application applied to the Council for Planning Permission for the Development.
- 2.7 The Council resolved to refuse the Application and the Appeal was lodged on behalf of the Developer.
- 2.8 The Council is satisfied that the proper implementation of this Agreement will be of benefit to the public.
- 2.9 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 by the Secretary of State; and
- 3.2.2 Except for clause/s 3.7, 4.4, 4.6, 4.7, 4.8 and 4.9 and paragraphs 1.1 and 2.1 of the Second Schedule the Commencement of Development **PROVIDED THAT** this Agreement shall not take effect against the Second Owner or the Second Owner's Land unless there has been Commencement of Development of the Second Owner's Land.
- 3.3 Subject to clause 3.2 the Owner covenants with the Council to observe and perform the covenants and provisions in this Agreement and the First Schedule and the Second Schedule and the Developer acknowledges that the Site will be bound by the covenants in this Agreement.
- 3.5 The Council covenants with the Owner and the Developer to observe and perform the covenants and provisions in this Agreement and the Third Schedule.
- 3.6 The Developer covenants with the Council to pay to the Council the sum of £1,750.00 (one thousand, seven hundred and fifty pounds) on or before the Commencement of Development in

respect of the monitoring by the Planning Obligation Monitoring Officer of compliance with the terms of this Agreement.

- 3.7 The Developer shall by no later than the date of completion of this Agreement pay to the Council its full legal and administrative costs of entering into this Agreement in the sum of £1,200.00 (one thousand and two hundred pounds).

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" and "the Developer" shall where the context so admits be deemed to include their respective successors in title to and assigns of the Site **PROVIDED THAT** it is agreed that each planning obligation contained in the First Schedule and the Second Schedule shall bind only in respect of the land forming the parcel of land of each relevant Phase (to the extent that it is solely material to that Phase) such that the planning obligations shall not be enforceable against the owners of one Phase in the event of the default or breach of a planning obligation(s) by an owner of a separate Phase.
- 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 or Phase 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 (excluding the obligations relating to transfer and occupation of the Affordable Dwellings set out in the First Schedule of this Agreement 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 2.2.4 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 including the identification or other acceptance of any Registered Provider (or any Additional Registered Provider as defined in paragraph 2.11.1 of the First Schedule) as provided for in paragraph 2.11 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 legal requirements how the Education Contribution, the Phase 1 Education Contribution, the Sports and Recreation Contribution the Phase 1 Sports and Recreation Contribution, the Bus Stop Improvement Contribution and if applicable the Affordable Housing 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 in the case of any design requirement or matter regarding the Areas of Incidental Landscaping the same shall be referred to an independent third party acting as arbitrator who shall either individually or through a company of which he/she is a director or employee be a Member of the British Association of Landscape Industries 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 British Association of Landscape Industries or his / her deputy to be decided as provided below;

- 4.3.4 in the case of any matter relating to the Travel Plan and if applicable the Harrogate Road / New Line Junction Contribution the same shall be referred to a highway and transportation engineer 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 Chartered Institution of Highways & Transportation or his / her deputy to be decided as provided below; and
- 4.3.5 any matter referred to an independent chartered surveyor or independent solicitor or director or employee of the Member of the British Association of Landscape Industries or transportation engineer in accordance with the foregoing provisions shall be decided by such person as an expert not as an arbitrator and such independent person (“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 First Owner it shall be marked for the attention of Ralph Thomas Scott, The Grange, Baddington, Nantwich, Cheshire, CW5 8AD bearing the reference “Cote Farm – Reference No.: 13/04148/MAF”;
- 4.4.2 for the Second Owner it shall be marked for the attention of the Mr Priestley at the address set out above bearing the reference “Cote Farm – Reference No.: 13/04148/MAF”
- 4.4.3 for the Developer it shall be marked for the attention of Paul Thornton bearing the reference “Cote Farm – Reference No.: 13/04148/MAF”;

- 4.4.4 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 email john.eyles@bradford.gov.uk 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 13/04148/MAF.
- 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 only 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 and the Developer 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 (subject to the provisions of clause 3.7) 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 on appeal) after the date of the 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 or 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 If the Secretary of State in his decision letter concludes that any of the Planning Obligations set out in the Agreement (or relevant part of a Planning Obligation) are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly expressly states in his decision letter that he attaches no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation(s) (or part of the Planning Obligation(s) as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate).
- 4.13 Subject to clause 4.14, if the Secretary of State in his decision letter concludes that any of the Planning Obligations set out in the Agreement (or relevant part of a Planning Obligation) are incompatible with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in his decision letter that he attaches no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation(s) (or part of the Planning Obligation(s) as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate) **PROVIDED THAT** it is agreed by the Owner that in the event that the Secretary of State in his decision letter concludes that he attaches no weight to the Planning Obligations relating to the Phase 1 Education Contribution and / or the Education Contribution and / or the Harrogate Road / New Line Junction Contribution (or relevant part of the Planning Obligation as applicable) in

accordance with this clause 4.13, the Owner confirms that it will still comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate).

4.14 If, after the date of this Agreement, but prior to the Planning Permission being issued by the Secretary of State, Community Infrastructure Levy ("CIL") is applicable to the Development then, so far as it is lawful to do so, the Parties to this Agreement shall use reasonable endeavours to agree variations to this Agreement with the intent that the Owner is not required to contribute (whether by financial contribution or in kind or both) more than once for any item of infrastructure (as defined by the Community Infrastructure Levy Regulations 2010 and / or as amended applied and / or supplemented by any relevant charging schedule adopted including any related document issued by the Council from time to time during the delivery of the Development) through both the terms of this Agreement and through CIL **PROVIDED THAT** Nothing in this clause 4.14 shall:-

4.14.1 fetter the discretion of the Council acting as local planning authority; nor

4.14.2 require the Council to act contrary to law in the charging, collecting or spending of CIL.

4.15 Subject to clause 4.12 the Parties hereby agree that in the event that the Secretary of State in his decision letter directs that the Planning Obligation relating to education at paragraph 5 of the First Schedule should be dealt with by condition then the Parties will comply with the Secretary of States' direction and upon the Secretary of State imposing such a condition the Planning Obligation relating to education at paragraph 5 of the First Schedule shall cease and determine.

FIRST SCHEDULE

(Owner's Planning Obligations / Covenants)

The Owner and (to the extent of its interest in this site) the Developer covenants with the Council as follows:-

1. AFFORDABLE HOUSING or HARROGATE ROAD / NEW LINE JUNCTION CONTRIBUTION

2.1 Upon the receipt from the Council of the Council's HRNLJ Notice in accordance with paragraph 9 of the Third Schedule in the event that: -

2.1.1 paragraph 9.1 of the Third Schedule is applicable then the Owner's obligations in this Agreement in so far as they relate to the Harrogate Road / New Line Junction Contribution shall cease and determine and the provisions of paragraph 2 of this Schedule shall be applicable; or

2.1.2 paragraph 9.2 of the Third Schedule is applicable then the Owner's obligations in this Agreement in so far as they relate to Affordable Housing shall cease and determine and the provisions of paragraph 3 of this Schedule shall be applicable.

3. AFFORDABLE HOUSING

2.1 In the event that paragraph 1.1.1 of this Schedule is applicable the provisions of paragraphs 2.2 to 2.13 of this Schedule shall be applicable.

Open Market Value

2.2 That the open market value of the Affordable Dwellings shall be agreed or determined in the following manner: -

2.2.1 The Owner shall give written notice of its calculation of the open market value for the Affordable Dwellings to the Council prior to the Commencement of Development and prior to the Commencement of a Subsequent Phase of the Development and shall send with such notice its calculation of the open market value for the Affordable Dwellings

which shall be supported by details of sale prices of not less than three examples of properties similar to the Affordable Dwellings which are available for sale on the open market and which are located within a radius of one kilometre of the Site ("**Comparable Details**") or any other comparable details which the Council and the Owner may agree in absence of the Comparable Details mentioned above.

2.2.2 The Council shall within a period of 28 days from the date that it receives the notice and details required by paragraph 2.2.1 of this Schedule either notify the Owner in writing that it agrees the calculation of the open market value for the 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 the Affordable Dwellings which shall be supported by the Comparable Details; or
- (b) refer the determination of the open market value for the Affordable Dwellings above to the arbitrator as provided for in paragraph 2.2.4 of this Schedule.

2.2.3 If the Council submits its own calculation of the open market value to the Owner under paragraph 2.2.2 of this Schedule then the Owner shall within a period of 28 days from the date it receives that calculation either notify the Council in writing that it agrees the calculation of the open market value for the Affordable Dwellings and the Purchase Price or if it does not agree the said calculation it shall refer the determination of the open market value for the Affordable Dwellings above to the arbitrator as provided for in paragraph 2.2.4 of this Schedule.

2.2.4 If either the Council or the Owner fail to agree with the calculation of the open market value for the Affordable Dwellings as provided for above either of them shall refer the determination of the said open market value for determination by an arbitrator whose identity shall: -

- (a) 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 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 – Phase 1 of the Development

2.3 To construct the Affordable Dwellings to be provided on Phase 1 of the Development in accordance with the Planning Permission and approved plans 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 time of the Commencement Date which shall be offered to a Registered Provider upon transfer to a Registered Provider of the Affordable Dwellings **PROVIDED THAT** it is agreed that 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 to deliver the Affordable Dwellings in accordance with the provisions of paragraphs 2.11 to 2.12 of this Schedule.

2.4 The Affordable Dwellings to be provided on Phase 1 of the Development will be provided on the following basis: -

2.4.1 3 of the Affordable Dwellings shall be constructed and offered for transfer to a Registered Provider at a price pro rata of the Purchase Price prior to the Practical

Completion of no more than 23 of the Open Market Dwellings; and

2.4.2 6 of the Affordable Dwellings shall be constructed and offered for transfer to the Registered Provider at a price pro rata of the Purchase Price prior to the Practical Completion of 38 of the Open Market Dwellings; and

2.4.3 all of the Affordable Dwellings shall be constructed and offered for transfer to the Registered Provider at a price pro rata of the Purchase Price prior to the Practical Completion of the final Open Market Dwelling

or any variations to the above delivery that may be agreed in writing between the Council and the Owner from time to time provided always that such transfer shall be in accordance with the procedure set out in paragraph 2.11 of this Schedule and the terms of such transfer shall restrict occupation of the Affordable Dwellings to persons satisfying the qualifications set out in paragraphs 2.12.1, 2.12.2 and 2.12.3 of this Schedule.

2.5 To serve on the Council a Commencement Notice 28 days prior to the Commencement of Development.

Delivery of Affordable Dwellings – Subsequent Phases

2.6 Not to allow or permit the Commencement of Development of a Subsequent Phase of the Development until the Owner has submitted to the Council and the Council have approved a scheme ("**Affordable Housing Scheme**") relating to the units of Affordable Housing to be provided in that Phase such scheme to provide details of the following: -

2.6.1 the type, size, location and mix of the Affordable Dwellings to be provided on a Subsequent Phase which will be based on the Council's housing need information (providing that such information is up to date and consistent with national guidance) demonstrating evidence of affordable housing need in the Council's administrative district and on the relevant policies of the adopted local plan and / or current Local Development Framework at the time; and

2.6.2 the total number of Affordable Dwellings to be provided within each Subsequent Phase will be 15% of the Dwellings to be provided on that Subsequent Phase.

- 2.7 Within 30 working days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 30 working day period) of the Council receiving from the Owner an Affordable Housing Scheme the Council will notify the Owner in writing of its approval to the Affordable Housing Scheme proposed by the Owner or will acting reasonably provide in writing its proposed amendments to the Affordable Housing Scheme pursuant to which the Owner acting reasonably shall submit an Affordable Housing Scheme incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Affordable Housing Scheme within 30 working days (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Affordable Housing Scheme submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner within 40 working days of the date of the submission of the Affordable Housing Scheme to the Council (or such other period of time that may be agreed) then the provisions of Clause 4.3 of this Agreement relating to expert determination can be invoked by any Party in relation to only those matters that are in dispute and in the event that the provisions of Clause 4.3 are invoked by any Party in relation to an Affordable Housing Scheme for a particular Phase it is agreed that the Owner will not be prevented from submitting an Affordable Housing Scheme in relation to a different Phase whilst the Affordable Housing Scheme for the Phase in dispute awaits final determination.
- 2.8 Upon receipt of the Council's approval or deemed approval to an Affordable Housing Scheme pursuant to paragraph 2.7 of this Schedule (or upon receipt of expert determination in relation to the Affordable Housing Scheme if applicable) to construct the Affordable Dwellings within the Subsequent Phase in accordance with the Planning Permission, Reserved Matters Approval(s), approved plans approved Affordable Housing Scheme 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 time of the Commencement Date which shall be offered to a Registered Provider upon transfer to a Registered Provider of the Affordable Dwellings **PROVIDED THAT** it is agreed that 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 is to be agreed between the Owner and the Registered Provider and the Council and to deliver those

Affordable Dwellings in accordance with the provisions of paragraphs 2.11 to 2.12 of this Schedule.

2.9 The Affordable Dwellings to be provided on a Subsequent Phase will be provided on the following basis: -

2.9.1 33% of the Affordable Dwellings to be constructed on that Subsequent Phase shall be constructed and offered for transfer to a Registered Provider at a price pro rata of the Purchase Price prior to the Practical Completion of no more than 45% of the Open Market Dwellings to be constructed on that Subsequent Phase; and

2.9.2 66% of the Affordable Dwellings to be constructed on that Subsequent Phase shall be constructed and offered for transfer to the Registered Provider at a price pro rata of the Purchase Price prior to the Practical Completion of 75% of the Open Market Dwellings to be constructed on that Subsequent Phase; and

2.9.3 100% of the Affordable Dwellings to be constructed on that Subsequent Phase shall be constructed and offered for transfer to the Registered Provider at a price pro rata of the Purchase Price prior to the Practical Completion of the final Open Market Dwellings to be constructed on that Subsequent Phase

or any variations to the above delivery that may be agreed in writing between the Council and the Owner from time to time provided always that such transfer shall be in accordance with the procedure set out in paragraph 2.11 of this Schedule and the terms of such transfer shall restrict occupation of the Affordable Dwellings to persons satisfying the qualifications set out in paragraphs 2.12.1, 2.12.2 and 2.12.3 of this Schedule.

2.10 To serve on the Council a Subsequent Phase Commencement Notice 28 days prior to the Commencement of a Subsequent Phase of the Development.

General Provisions relating to the delivery of Affordable Dwellings

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

- 2.11.1 Within one month of receipt of the Commencement Notice or a Subsequent Phase Commencement Notice as the case may be (or if later the date on which the relevant Purchase Price is determined) the Council shall serve upon the Owner a written notice ("Notice") nominating the Registered Provider or Registered Providers to which the Affordable Dwellings are to be offered as provided below **PROVIDED THAT** it is agreed that within 10 working days of the Owner receiving from the Council the Notice the Owner may notify to the Council in writing of any additional Registered Provider or Registered Providers (an "Additional Registered Provider") as the proposed purchaser of such Affordable Dwellings at the Purchase Price: -
- (a) where upon the Council may within 14 days of receipt of such Notice give written notice to the Owner (a "Counter-Notice") as to whether or not the Additional Registered Provider is acceptable to the Council; and
 - (b) if the Additional Registered Provider is not acceptable to the Council the Owner may refer the issue for decision under the provisions in clause 4.3.1; and
 - (c) if either the Counter-Notice is not given or if it is given and the matter is referred for decision under clause 4.3.1 and the decision under that reference is that the Additional Registered Provider is acceptable then (in either such circumstances) for the purpose of this paragraph (2.11) the expression "Registered Provider" shall include (either instead of or as well as) the Additional Registered Provider.
- 2.11.2 By no later than two calendar months before the Practical Completion of the Affordable Dwellings the Owner shall offer to transfer such Affordable Dwellings at the Purchase Price to the Registered Provider nominated by the Council ("**First Offer**").
- 2.11.3 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 55 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);

2.11.4 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 decides not to proceed to exchange contracts within the period of 55 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 notify the Council forthwith and shall provide written evidence of such non acceptance of an offer or refusal to proceed with the transfer and obtain the Council's acknowledgement of receipt of such evidence;

2.11.5 Where the Council (which shall respond without unreasonable delay to such notification and in any event will respond within one month of the receipt of the evidence after which in the absence of any such response it shall be deemed to have acknowledged and accepted such evidence) is reasonably satisfied that the Owner have taken all reasonable steps to exchange contracts to transfer the Affordable Dwellings to the said Registered Provider the Council may by written notice ("**Second Notice**") to the Owner nominate another Registered Provider (or Registered Providers) it considers appropriate as the proposed purchaser of the Affordable Dwellings at the Purchase Price **PROVIDED THAT** it is agreed that: -

- (a) within 10 working days of the Owner receiving from the Council the Second Notice the Owner may notify to the Council in writing of any Additional Registered Provider as the proposed purchaser of such Affordable Dwellings at the Purchase Price: -
 - (i) where upon the Council may within 14 days of receipt of such Notice give written notice to the Owner (a "**Second Counter-Notice**") as to whether or not the Additional Registered Provider is acceptable to the Council; and
 - (ii) if the Additional Registered Provider is not acceptable to the Council the Owner may refer the issue for decision under the provisions in clause 4.3.1; and

- (iii) if either the Second Counter-Notice is not given or if it is given and the matter is referred for decision under clause 4.3.1 the decision under that reference is that the Additional Registered Provider is acceptable then (in either such circumstances) for the purpose of this paragraph (2.11) the expression "Registered Provider" shall include (either instead of or as well as) the Additional Registered Provider; or
- (b) in the event that the Council does not respond within the one month period referred to in this paragraph 2.11.5 the Owner will be entitled to give written notice to the Council identifying another Registered Provider as the proposed purchaser of such Affordable Dwellings at the Purchase Price;
 - (i) where upon the Council shall within 14 days be expected to serve written notice on the Owner objecting to the Registered Provider so identified; and
 - (ii) if the Council does so object the matter shall be determined as provided in clause 4.3.1; and
 - (iii) if either the Council does not serve any notice under paragraph 2.11.5(b)(i) of this Schedule or the determination under clause 4.3.1 is in favour of the Owner then the Registered Provider so identified shall be deemed to be accepted by the Council.

2.11.6 The Owner shall as soon as reasonably practicable after the receipt of such notice (or (subject to the provision of the provisos to paragraph 2.11.5 of this Schedule) in the event that they are entitled to select another Registered Provider in accordance with the proviso to paragraph 2.11.5 of this Schedule, as soon as reasonably practicable after that Registered Provider has been selected) offer to transfer such Affordable Dwellings at the Purchase Price to the second nominated Registered Provider ("**the Second Offer**");

2.11.7 If the Second Offer is accepted by the said Registered Provider the Owner shall use reasonable endeavours to exchange contracts with a Registered Provider for transfer of the Affordable Dwellings at the Purchase Price within 55 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);

- 2.11.8 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 decides not to proceed to exchange contracts within the period of 55 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 notify the Council forthwith and shall provide written evidence of such non acceptance of an offer or refusal to proceed to exchange contracts and obtain the Council's acknowledgement of receipt of such evidence;
- 2.11.9 Where the Council (which shall respond without unreasonable delay to such notification and in any event will respond within one month of the receipt of the evidence after which it shall be deemed to have acknowledged and accepted such evidence) is reasonably satisfied that the Owner have taken all reasonable steps to transfer the Affordable Dwellings to the said Registered Provider in accordance with paragraph 2.11.7 of this Schedule then it shall notify the Owner accordingly and the Owner shall then be entitled to sell the Affordable Dwellings that may not have been contracted to be sold to a Registered Provider (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to a Registered Provider) on the open market free from the restrictions contained in this Schedule provided that the Owner shall pay to the Council within 28 days of written request by the Council the cash equivalent of the difference between the open market value of the Affordable Dwellings (such open market value to be assessed on the basis that the Affordable Dwellings are free of the obligations relating thereto contained in this Agreement) on the date that it is disposed of on the open market and the Purchase Price relating to that Affordable Dwelling ("**Affordable Housing Contribution**").

Occupation and General Provisions

- 2.12 Save with the consent in writing of the Council each of the Affordable Dwellings shall be occupied in the following manner: -

- 2.12.1 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 electoral ward of Idle and Thackley or adjacent electoral wards or any successors or amendments to that ward or those wards and that persons parent, grandparent, partner, child or grandchild;
- 2.12.2 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 Bradford East or any successors or amendments to those Constituencies and that persons parent, grandparent, partner, child or grandchild;
- 2.12.3 in allowing the Affordable Dwellings to be occupied in accordance with sub-paragraphs 2.12.1 to 2.12.2 of this Schedule the Registered Provider 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;
- 2.12.4 the Council shall be entitled to enquire from time to time of the Registered Provider letting/selling 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 2.12.1 to 2.12.2 of this Schedule and the Registered Provider shall provide all information it has to the Council in response to such enquiries **PROVIDED THAT** 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 whether acquired pursuant to the rights granted by the lease of the Affordable Dwellings or 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

- 2.13 The Owner shall provide a vehicle parking space or spaces for use by the occupants of the Affordable Dwelling in accordance with the Planning Permission, Reserved Matters Approval(s) and approved plans **PROVIDED THAT** it is agreed that the Affordable Dwellings will each be provided with at least one vehicle parking space per dwelling at no further consideration aside from the agreed Purchase Price.

3 HARROGATE ROAD / NEW LINE JUNCTION

- 3.1 In the event that paragraph 1.1.2 of this Schedule is applicable to pay the Harrogate Road / New Line Junction Contribution to the Council as follows: -
- 3.1.1 To pay £308,410.22 of the Harrogate Road / New Line Junction Contribution to the Council within three months of Commencement of Development.
- 3.1.2 To pay a further £205,606.81 of the Harrogate Road / New Line Junction Contribution to the Council within six months of Commencement of Development.
- 3.1.3 To pay a further £437,948.67 of the Harrogate Road / New Line Junction Contribution to the Council by 31 December 2016.
- 3.1.4 To pay the balance of £1,028,034.30 of the Harrogate Road / New Line Junction Contribution to the Council by 31 December 2017.

4 BUS STOPS IMPROVEMENT CONTRIBUTION

- 4.1 Not to Occupy more than 75 of the Dwellings until it has paid the Bus Stops Improvement Contribution to the Council.

5 EDUCATION CONTRIBUTION

- 5.1 Subject to clause 4.15, to pay the Phase 1 Education Contribution to the Council as follows: -

5.1.1 Not to allow or permit the Occupation of more than 30 Dwellings until £125,553.90 of the Phase 1 Education Contribution has been paid to the Council.

5.1.2 Not to allow or permit the Occupation of more than 57 Dwellings until the balance of £125,553.90 of the Phase 1 Education Contribution has been paid to the Council.

- 5.2 Subject to clause 4.15, in relation to Subsequent Phases of the Development following the receipt of a Reserved Matters Approval not to allow or permit the: -

5.2.1 Occupation of any of more than 15% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 25% of the Education Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

5.2.2 Occupation of any of more than 25% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 50% of the Education Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

5.2.3 Occupation of any of more than 50% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 75% of the Education Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

5.2.4 Occupation of any of more than 75% of the Dwellings to be constructed in accordance

with that Reserved Matters Approval until 100% of the Education Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

6 SPORTS AND RECREATION CONTRIBUTION

6.1 To pay the Phase 1 Sports and Recreation Contribution to the Council as follows: -

6.1.1 Not to allow or permit the Occupation of more than 30 Dwellings until £23,267.70 of the Phase 1 Sports and Recreation Contribution has been paid to the Council.

6.1.2 Not to allow or permit the Occupation of more than 55 Dwellings until the balance of £23,267.70 of the Phase 1 Sports and Recreation Contribution has been paid to the Council.

6.2 In relation to Subsequent Phases of the Development following the receipt of a Reserved Matters Approval not to allow or permit the: -

6.2.1 Occupation of any of more than 25% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 25% of the Sports and Recreation Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

6.2.2 Occupation of any of more than 50% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 50% of the Sports and Recreation Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

6.2.3 Occupation of any of more than 75% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 75% of the Sports and Recreation Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

6.2.4 Occupation of any of more than 95% of the Dwellings to be constructed in accordance with that Reserved Matters Approval until 100% of the Sports and Recreation

Contribution relative to the number of Dwellings to be constructed in accordance with that Reserved Matters Approval has been paid to the Council.

7 TRAVEL PLAN

- 7.1 To use reasonable endeavours to implement and thereafter comply with the terms of the Travel Plan at all times during the period when the Dwellings are first advertised and marketed for sale and then subsequently Occupied in accordance with the Planning Permission.

SECOND SCHEDULE

(Owner's Planning Obligations / Covenants – Areas of Incidental Landscaping)

The Owner and (to the extent of its interest in this site) the Developer covenants with the Council: -

1. **AREAS OF INCIDENTAL LANDSCAPING**
- 1.1 Prior to Commencement of Development and prior to Commencement of a Subsequent Phase of the Development to submit and secure the approval of the Council in writing a specification for provision of the Areas of Incidental Landscaping including levelling, boundary treatments, safety and security measures, and a programme for planting and landscaping in relation to Phase 1 of the Development and each Subsequent Phase ("**Areas of Incidental Landscaping Works**") and subsequently to layout landscape and provide the Areas of Incidental Landscaping in accordance with the said approved Areas of Incidental Landscaping Works specification (or such amended specification as may be approved by the Council) prior to the Occupation of the Dwellings to be provided within Phase 1 of the Development and in each Subsequent Phase unless otherwise first agreed in writing by the Council.
- 1.2 On completion of an Areas of Incidental Landscaping Works the Owner shall notify the Council and invite it to inspect the works carried out in accordance with the Areas of Incidental Landscaping Works as soon as reasonably possible thereafter but in any event within 14 days of receiving such notification from the Owner and if Areas of Incidental Landscaping Works have been carried out to the reasonable satisfaction of the Council it shall notify the Owner in writing thereof (such notification not to be unreasonably withheld or delayed) **PROVIDED THAT** if the Council does not inspect the works carried out in accordance with a Areas of Incidental Landscaping Works within the 14 days referred to in this paragraph 1.2 it shall be deemed that the Council has approved that Areas of Incidental Landscaping Works and issued the Areas of Incidental Landscaping Certificate referred to in paragraph 1.4 of this Schedule.
- 1.3 If upon notification by the Owner pursuant to paragraph 1.2 of this Schedule an Areas of Incidental Landscaping Works have not been carried out to the reasonable satisfaction of the Council it shall notify the Owner specifying the measures necessary to satisfactorily complete the Areas of Incidental Landscaping Works and the Owner shall within such reasonable period as

specified by the Council carry out those works and shall notify the Council pursuant to paragraph 1.2 of this Schedule (such procedure being repeated as often as is necessary until such time as the Council confirms reasonable satisfactory completion thereof (such confirmation not to be unreasonably withheld or delayed)).

- 1.4 On completion of an Areas of Incidental Landscaping Works to the Council's reasonable satisfaction pursuant to paragraph 1.2 of this Schedule or upon satisfactory completion of any works identified by the Council in accordance with paragraph 1.3 of this Schedule the Council shall issue a certificate to that effect ("**Areas of Incidental Landscaping Certificate**") and serve a copy on the Owner (the issue of such Areas of Incidental Landscaping Certificate not to be unreasonably withheld or delayed).
 - 1.5 On receipt of the Areas of Incidental Landscaping Certificate from the Council pursuant to paragraph 1.4 of this Schedule the Owner will within six months of receipt of the Areas of Incidental Landscaping Certificate (or within such other period of time that may be agreed in writing between the Owner and the Council) procure that the Areas of Incidental Landscaping to be provided in Phase 1 of the Development and in each Subsequent Phase are maintained in perpetuity by a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on terms to be agreed between the Owner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company **PROVIDED THAT** it shall be a term of the contract that the Management Company will maintain the Areas of Incidental Landscaping in accordance with the principles of good estate management and good horticultural practice.
2. **BIODIVERSITY ENHANCEMENT AND MANAGEMENT PLAN**
- 2.1 Not to Commence Development until the Biodiversity Enhancement and Management Plan has been submitted to and approved by the Council.
 - 2.2 Within 25 working days (or within such other reasonable time period of not more than 25 working days that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the said 25 working day period) of the Council receiving from the Owner the Biodiversity Enhancement and Management Plan the Council shall

notify the Owner in writing of its approval to the Biodiversity Enhancement and Management Plan proposed by the Owner or will acting reasonably provide in writing its proposed amendments in relation to the Biodiversity Enhancement and Management Plan pursuant to which the Owner shall acting reasonably submit a revised Biodiversity Enhancement and Management Plan incorporating those amendments proposed by the Council that are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner within 25 working days (or such longer period as may be reasonably required by the Council and agreed in writing between the Parties within the said 25 working days) of its agreement to the Biodiversity Enhancement and Management Plan proposed by the Owner or that it does not approve the same it shall be deemed that the Council has approved the Biodiversity Enhancement and Management Plan submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner within 50 working days of the date of its submission to the Council (or such other period of time that may be agreed) then the provisions of clause 4.3 relating to expert determination can be invoked by any Party in relation to only those matters that are in dispute.

- 2.3 On receipt of the Council's approval or deemed approval the Biodiversity Enhancement and Management Plan pursuant to paragraph 2.2 of this Schedule (or upon receipt of expert determination in relation to the if applicable) the Owner will engage a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) for the purpose of implementing the approved Biodiversity Enhancement and Management Plan and all further management and maintenance of the Site shall be thereafter carried out by the Management Company **PROVIDED THAT** it is agreed that it shall be a term of the Management Company engagement that the Management Company will maintain and manage in perpetuity the Site in accordance with the approved Biodiversity Enhancement and Management Plan (or any variations that may be agreed in writing between the Owner and the Council from time to time).

3 **LANDSCAPE STRATEGY**

- 3.1 Not to allow permit or suffer the Occupation of any Dwellings until the Landscape Strategy has been submitted to the Council for approval.

- 3.2 Within 25 working days (or within such other reasonable time period of not more than 25 working days that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the said 25 working day period) of the Council receiving from the Owner the Landscape Strategy the Council shall notify the Owner in writing of its approval to the Landscape Strategy proposed by the Owner or will acting reasonably provide in writing its proposed amendments in relation to the Landscape Strategy pursuant to which the Owner shall acting reasonably submit a revised Landscape Strategy incorporating those amendments proposed by the Council that are reasonable and accepted **PROVIDED** that if the Council does not notify the Owner within 25 working days (or such longer period as may be reasonably required by the Council and agreed in writing between the Parties within the said 25 working days) of its agreement to the Landscape Strategy proposed by the Owner or that it does not approve the same it shall be deemed that the Council has approved the Landscape Strategy submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner within 50 working days of the date of its submission to the Council (or such other period of time that may be agreed) then the provisions of clause 4.3 relating to expert determination can be invoked by any Party in relation to only those matters that are in dispute.
- 3.3 On receipt of the Council's approval or deemed approval the Landscape Strategy pursuant to paragraph 3.2 of this Schedule (or upon receipt of expert determination in relation to the if applicable) the Owner will implement to the Council's reasonable satisfaction the approved Landscape Strategy (or any variations that may be agreed in writing between the Owner and the Council from time to time) in accordance with the programme relating to timescales for implementation approved as part of the Landscape Strategy.

THIRD SCHEDULE
(Council's Covenants)

The Council hereby covenants with the Owner and the Developer: -

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 a receipt on request for the Bus Stops Improvement Contribution, the Phase 1 Education Contribution, the Phase 1 Sports and Recreation Contribution, each installment of the Education Contribution, each installment of the Sports and Recreation Contribution and if applicable the Affordable Housing Contribution.
3. Upon receipt to place the sums referred to in paragraph 2 of this Schedule in an interest bearing account or in separate accounts as the Council shall in its discretion decide.

Bus Stops Improvement Contribution

4. To apply the Bus Stops Improvement Contribution solely for the purposes set out in the definition of Bus Stops Improvement Contribution the need for which directly arises from the Development and not to apply the Bus Stops Improvement 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.

Education Contribution

5. To apply each installment of the Phase 1 Education Contribution and the Education Contribution solely for the purposes set out in the definitions of Education Contribution and Phase 1 Education Contribution the need for which directly arises from the Development and not to apply the Education Contribution or the Phase 1 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.

Sports and Recreation Contribution

6. To apply each instalment of the Phase 1 Sports and Recreation Contribution and the Sports and Recreation Contribution solely for the purposes set out in the definitions of Sports and Recreation Contribution and Phase 1 Sports and Recreation Contribution the need for which directly arises from the Development and not to apply the Sports and Recreation Contribution or the Phase 1 Sports and 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.

Affordable Housing Contribution

7. To apply, if applicable, the Affordable Housing Contribution towards the provision of or improvements to Affordable Housing within the vicinity of the Development the need for which directly arises from the Development and not to apply the Affordable Housing 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

8. That in the event the Bus Stops Improvement Contribution, the Education Contribution, the Phase 1 Education Contribution the Sports and Recreation Contribution, the Phase 1 Sports and Recreation Contribution and if applicable the Affordable Housing Contribution or any part or parts thereof are not expended within five years of the date of payment of the final instalment of the contribution 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.

Affordable or Harrogate Road / New Line Junction

9. Following receipt of the Commencement Notice in accordance with paragraph 2.5 of the First Schedule to serve notice on the Owner ("Council's HRNLJ Notice") prior to Commencement of Development and inform the Owner whether funding in relation to the Harrogate Road / New Line Junction Works has: -

9.1 been secured from the owner and / or developer of another scheme or schemes within the

Council's administrative district; or

- 9.2 not been secured from the owner and / or developer of another scheme or schemes within the Council's administrative district.
10. In the event that paragraph 9.1 of this Schedule is applicable then the Council agrees that the Owner's obligations in paragraph 3 of the First Schedule shall cease and determine and that the Owner will provide the Affordable Housing in accordance with paragraph 2 of the First Schedule.
11. In the event that paragraph 9.2 of this Schedule is applicable then the Council agrees that the Owner's obligations in paragraph 2 of the First Schedule shall cease and determine and that the Owner will pay the Harrogate Road / New Line Junction Contribution in accordance with paragraph 3 of the First Schedule and the Council covenants as follows: -
- 11.1 To issue a receipt on request for the Harrogate Road / New Line Junction Contribution.
- 11.2 Upon receipt to place the sum referred to in paragraph 11.1 of this Schedule in an interest bearing account or in separate accounts as the Council shall in its discretion decide.
- 11.3 To apply the Harrogate Road / New Line Junction Contribution towards the Harrogate Road / New Line Junction Works the need for which directly arises from the Development and not to apply the Harrogate Road / New Line Junction 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.
- 11.4 That in the event the Harrogate Road / New Line Junction Contribution or any part or parts thereof are not expended within 10 years of the date of payment of the final instalment of the contribution 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.

FOURTH SCHEDULE

(Travel Plan)

WYG Transport Planning

part of the WYG group



Travel Plan

Proposed Residential Development
Cote Farm, Thackley, Bradford





REPORT CONTROL

Document: Travel Plan
 Project: Proposed Residential Development at Cote Farm, Bradford
 Client: Persimmon Homes (West Yorkshire)
 Job Number: A077630

Document Checking:

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Approver:	Nick Bunn	Initialed:	NBP NB

Issue	Date	Status	Checked for Issue
1	25.09.2013	ISSUE 1	AB
2			
3			
4			

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- Appendix G: Proposed Development Layout
- Appendix H: Office for National Statistics Census Data: Journey to Work by Mode (Idle and Thackley Ward)

1 INTRODUCTION

- 1.1 WYG has been appointed by Persimmon Homes (West Yorkshire) to produce a Travel Plan in support of a planning application for a proposed residential development on a site at Cote Farm, Bradford.
- 1.2 The site is located to the north of Bradford at Thackley, on land to the south of the A657 Leeds Road.
- 1.3 This report has been prepared in accordance with the guidance set out in the DfT publication "Smarter Choices" and "Making Residential Travel Plans Work" and also Bradford Metropolitan District Council's (BMDC) own policies on Residential Travel Plans.

Structure of the Report

- 1.4 The remainder of this document is structured as follows:
- Chapter 2 describes the site and the accessibility of the site by different modes from the surrounding area;
 - Chapter 3 provides details on the proposed development;
 - Chapter 4 describes what the objectives of the Travel Plan are;
 - Chapter 5 outlines what specific measures and actions will be introduced to help deliver the stated objectives;
 - Chapter 6 determines appropriate targets and time frames against which the effectiveness of the measures to be taken will be reviewed;
 - Chapter 7 outlines who is responsible for delivering each stage of the Travel Plan and for implementing the proposed measures, actions and targets and how this will be managed;
 - Chapter 8 provides details of the arrangements that will be put in place to review and monitor the plan and to assess whether the objectives are being met;
 - Chapter 9 describes how information on the plan, its progress, impacts, benefits and successes will be disseminated to residents and other interested parties; and
 - Chapter 10 provides a summary of the Travel Plan proposals.

2 THE EXISTING SITE AND HIGHWAY NETWORK

The Site

- 2.1 The site is located approximately 3.2 miles to the north of Bradford City centre and is currently occupied by open farm land.
- 2.2 The site lies directly to the south of A657 Leeds Road, opposite residential properties on the northern side of Leeds Road. To the east and west, the site is bounded by residential development. To the south, the site is bounded by open farm land which extends up to Busy Lane.
- 2.3 The site frontage to A657 Leeds Road is split into two sections separated by existing farm building which are to be retained. The eastern frontage is some 125m in length and the western frontage is some 50m in length.
- 2.4 At present, access to the site for agricultural purposes can be gained directly from the A657 Leeds Road via a farm gate located on the eastern frontage.
- 2.5 The location of the site in relation to the strategic highway network is shown on the drawing included at Appendix A.

The Adjacent Highway Network

- 2.6 The A657 Leeds Road generally runs in an east/west direction between the centre of Shipley to the west and links through to Leeds Outer Ring Road to the east.
- 2.7 The A657 Leeds Road is a single carriageway road with footways to both sides. The carriageway width along the site frontage is approximately 9.3m. To either side of the site, Leeds Road has the benefit of pedestrian refuges to assist pedestrians crossing the road and prevent overtaking.
- 2.8 The A657 Leeds Road is subject to a 30mph speed limit and has the benefit of street lighting.
- 2.9 A657 Leeds Road/Carr Lane/Crag Road junction is traffic signalled junction which lies 2km to the west of the site through which A657 leads to Shipley.
- 2.10 The A657 Leeds Road/ Town Lane/Thackley Road priority crossroads junction lies some 900m to the east of the site.
- 2.11 Further to the east the A657 Leeds Road becomes the A657 New Line with its junction with the A658 Harrogate Road. This junction is referred to as Greengates and is signalised.
- 2.12 The location of the site in relation to the local highway network is shown on the drawing included at Appendix B.

Bus Services

- 2.13 There are a number of bus service routes that pass by or near to the site. Services 612 and 760 pass along Leeds Road and service 660 passes along Windhill Old Road to the north. Details of the bus services are set out in Table 2.1.

Service No.	Route	Frequency (0800 – 1800)	
		Mon – Sat Daytime	Sun and Evenings
612	Bradford – Five Lane Ends – Shipley via Ling’s Road & Thackley	15 mins	60 mins
660	Bradford – Five Lane Ends – Idle – West Royd – Shipley	60 mins	-
760	Keighley – Bingley – Shipley Greegates – Calverley – Rodley – Leeds	30 mins	60 mins

Table 2.1: Bus Service Frequencies

- 2.14 Table 2.1 shows that the site is well served by 3 bus services with a minimum overall frequency of 7 buses per hour during the day from Monday to Saturday and the routes extend from Bradford, Shipley, Keighley and Leeds.
- 2.15 The Institution of Highways and Transportation provides guidance on the location of bus stops in their publication “Planning for Public Transport in Developments” which recommends a 400m walk distance (approximately 5 minutes) to the nearest bus stop. However, it goes on to state that the guidance should not be followed slavishly if it would lead to complex or indirect routes. Research carried out by WYG into the distance bus passengers walk to a bus stop using data from the National Travel Survey has shown that outside London the average walk distance is 650m and the 85th percentile walk distance is 970m.
- 2.16 Two bus stops are located on either side A657 Leeds Road, opposite the site frontage. The closest bus stop on A657 Leeds Road is a walk distance of some 350m from the most distant part of the site on which houses are proposed.
- 2.17 The drawing at Appendix C shows the location of bus stops in the vicinity of the site.
- 2.18 Table 2.2 describes the facilities available at the bus stops which the above bus routes serve which are located along A657 Leeds Road.

Bus Stop Ref	Description / Facilities	Walk Distance From the Furthest Dwelling
17191	South side of Leeds Road. It is a lighting column and flag with timetable information.	350m
17190	North side of Leeds Road. It is a lighting column and flag with timetable information.	460m

Table 2.2: Bus Stop Facilities

- 2.19 All of the proposed dwellings are less than a 460m walk to the nearest bus stop. Therefore, the site is in an excellent location for travel by bus.
- 2.20 This level of frequency of buses that operate within the vicinity of the site means that the site is well located for travel by bus and there are several services within easy walking distance of the site.

Shipley Bus Station

- 2.21 The site is within a 2.4km walking distance of Shipley Bus Station. The station is situated in Shipley town centre along Market Square. The bus station provides the following facilities: -
- Real time information;
 - Cafe;
 - Toilets;
 - Newsagents
 - Telephones; and
 - CCTV.
- 2.22 Further to the above facilities within the bus station, there are numerous facilities in the town centre.
- 2.23 The bus station is not within the normally accepted walking distance of the site of 2km for commuter journeys but it is accessible by cycle, bus and taxi.
- 2.24 There are 9 stands at the bus station. The main operators at the bus station are Centrebus, First, TLC Travel, Transdev Keighley and District and National Express.

Shipley Railway Station

- 2.25 The site is within a 2.4km walking distance of Shipley railway station. The Institution of Highways and Transportation provides guidance on the location of bus stops in their publication "Planning for Public Transport in Developments" which recommends a 800m walk distance (approximately 10 minutes) to the nearest rail station. Research carried out by WYG into the distance rail passengers walk to a rail station using data from the National Travel Survey has shown that outside London the average walk distance is 1km and the 85th percentile walk distance is 1.6km.
- 2.26 The station is not within the normally accepted walking distance of the site for commuter journeys but it is accessible by cycle, bus and taxi.
- 2.27 The station provides the following facilities:
- 150 space car park which operates 24 hours, 7 days a week and is free of charge;
 - Cycle storage (5 lockers and 10 hoops);
 - Self service machines;
 - Ticket hall;
 - Waiting rooms;
 - Lifts;
 - Full time staff with customer services;
 - Ramp for wheelchair access; and is partially step free access coverage; and

- Covered/shelter seating areas.

2.28 Shipley Railway station provides access to mainly commuter train services between Leeds and Bradford, Skipton, Keighley and Ilkley. There are a few main-line East Coast trains between Bradford or Skipton and London, and it also lies on the line from Leeds to Glasgow via the Settle-Carlisle Railway.

2.29 Table 2.3 summarises the services available for Shipley station.

Route	Mon – Sat Frequency		Sun Frequency
	Daytime	Late Evening	
Leeds – Shipley – Keighley – Skipton	30 mins	30 mins	60 mins
Bradford Forster Square – Shipley – Keighley – Skipton	30 mins	60 mins	120 mins
Leeds – Guiseley – Ilkley	30 mins	60 mins	60 mins
Bradford Forster Square – Shipley – Guiseley – Ilkley	30 mins	60 mins	120 mins
Leeds – Shipley – Bradford Forster Square	30 mins	Bradford and Shipley only	60 mins
Leeds – New Pudsey – Bradford Interchange	15 mins	30 mins	20 mins

Table 2.3: Train Service at Shipley Station

2.30 There is therefore an excellent level of service provision at Shipley Station with good linkages to Leeds, Bradford, Keighley, Guiseley, Ilkley and Skipton.

2.31 Apperley Bridge new rail station (Planning Application No. 09/05887/FUL) was granted planning permission on the 11th March 2010 and is expected to be constructed and operational in March 2015. The proposals consist of: -

- New access road off Apperley Lane;
- Pick/drop off point and 300 space station car park;
- Accessible platforms;
- CCTV;
- Passenger information displays;
- Secure cycle parking; and
- Shelters.

2.32 Apperley Bridge station is some 2.5km from the site and it is beyond reasonable walking distance this station could be used as P&R facility by residents of the proposed development.

Cycling Facilities

2.33 There are a number of advisory cycle, traffic free routes and bridleways within the immediate vicinity of the site. Crooked Lane which runs through the site from the A657 Leeds Road to Westfield Lane and is signed as bridleway. It is known as Bradford Path North 113.

- 2.34 Bradford Path North 112 lies to the west which is suitable for pedestrians and cyclists.
- 2.35 National Cycle Network Route 66 lies to the north of the site and runs along the River Aire.
- 2.36 It is evident that there is a good provision of cycle facilities around the site which promote access by cycle into the wider community. The site can therefore be said to be sustainable in these terms.
- 2.37 The plans included at Appendix D show the 5km cycle catchment area around the site as well as an extract of the Bradford cycle map.

Walking

- 2.38 In the general vicinity of the site, the footways are 2m in width, are well maintained and are lit.
- 2.39 There are residential developments and local facilities situated within a 10 minute (800m) walking distance of the site and are therefore within a comfortable walking distance.
- 2.40 There are traffic islands along Leeds Road to the east and west of the site within the immediate vicinity of the site frontage which assist pedestrians wishing to cross Leeds Road. Further to the east, there is a zebra crossing located near to the Leeds Road/ Crag Hill Road junction and a signalised pedestrian crossing to the west of Town Lane.
- 2.41 A plan showing the extent of 800m and 2000m walking catchment is included at Appendix E.
- 2.42 There is a public bridleway located within the site in a north / south alignment. It starts at Crooked Lane along the site frontage and extend northerly towards Westfield Lane. There are many other public paths located close to the site which can be seen on a plan at Appendix F.

Local Facilities

- 2.43 Manual for Streets (MfS) introduced the concept of "Walkable Neighbourhoods" which are *"characterised by having a range of facilities within 10 minutes (up to about 800m) walking distance of residential areas which residents may access comfortably on foot. However, this is not an upper limit and PPG13 states that walking offers the greatest potential to replace short car trips, particularly those under 2km."*
- 2.44 MfS considers that bus routes and stops should form key elements of the walkable neighbourhood. Although it has been superseded by the National Planning Policy Framework, which provides no guidance on walk distances. However, based on research undertaken by WYG, it is considered that 2km is a reasonable maximum walking distance.
- 2.45 The site has the benefit of being within a reasonable walking distance of a wide variety of local facilities, shops, businesses and schools.
- 2.46 There are shops located along the A657 Leeds Road to the east and west of the site which within some 800m which include: -
- Cyprus Garage;
 - Shoulder of Mutton public house;
 - Sewing shop;
 - Thackley pharmacy;
 - Florist;
 - Newsagents;
 - Butcher;
 - Nisa foodstore;

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- Beauty studio;
- Estate agents;
- Accountants;
- Hairdressers;
- The Great Northern public house;
- Sandwich shop;
- Takeaway;
- Dry cleaners;
- Valeting centre;
- Premier Busy Lane Convenience store with Post Office;
- Shipley Pine Company.

2.47 Idle Church of England and Thackley Primary schools lie to the east of the site and St Anthony's Catholic Primary School lies to the west.

2.48 There are recreational facilities such as Hepworth and Idle Cricket club close to the site.

2.49 A plan showing the location of these facilities is included at Appendix C.

3 THE PROPOSED DEVELOPMENT

Overview

- 3.1 The planning application which is the subject of this Transport Assessment will provide up to 270 residential units.
- 3.2 The layout of the proposed development is shown on the plan at Appendix G.

Access

- 3.3 The main access to the development will be by way of a new priority junction onto Leeds Road.
- 3.4 As A657 Leeds Road is subject to a 30mph speed limit, CBMDC requested a visibility splay of 2.4m x 43m to be provided, and the available visibility is well in excess of this value.
- 3.5 An access will also be provided at the western end of the site frontage to serve a private road. A visibility splay in excess of 2.4m x 43m will be provided at this junction.

Proposed Parking

- 3.6 It is understood that CBMDC minimum car parking requirements are 2 car parking spaces for 2 and 3 bed properties and 3 car parking spaces for 4 and 5 bed properties. Visitor parking is required at a ratio of 1 space per 4 dwellings.
- 3.7 The proposed development will comply with CBMDC car parking guidelines.

4 OBJECTIVES

- 4.1 A Travel Plan is a sustainable access strategy for the management of travel to and from work, home and places of leisure.
- 4.2 This Travel Plan proposes measures to encourage accessibility via a variety of transport modes which will be implemented by the scheme.
- 4.3 The main objectives of this Travel Plan are to:
- Minimise the impact of single occupancy private car travel on the environment;
 - Increase the awareness of residents and visitors of the advantages and potential for travel by more environmentally friendly and sustainable modes of travel;
 - Ensure a safe and secure environment for everyone using the site particularly the more vulnerable users; and
 - Facilitate the implementation of a package of physical measures and management procedures that will encourage residents and visitors to use travel modes other than the single occupancy private car.

5 MEASURES

- 5.1 This section sets out the measures that will be implemented in order to discourage the use of the single occupancy private car and encourage and promote the use of sustainable transport modes.

Measures to Reduce the Need to Travel

- 5.2 To reduce the need to travel, the following measure will be delivered:

M1 The benefits of home delivery services will be promoted to residents.

Measures to Reduce Car Usage

- 5.3 To encourage a reduction in the use of the private car the following measures will be implemented:

M2 Free car share matching services (<http://www.liftshare.com> or <http://www.bradfordcarshare.com>) will be advertised to all residents at the development.

M3 Residents and visitors will be made aware of the phone numbers for local taxi firms.

M4 Prospective residents will be encouraged to access the site via sustainable transport modes, for viewings etc.

Measures to Promote Public Transport

- 5.4 The site is well served by bus, having a number of bus stops within walking distance of the site. Therefore there is good opportunity for buses to be used for many of the journeys to and from the site.

- 5.5 Bus travel will be promoted through the following measure:

M5 The following public transport information will be promoted:

- Journey Planning: free public transport journey planner websites e.g. <http://www.yorkshiretravel.net> and <http://www.transportdirect.info> ;
- Local bus information at <http://www.wymetro.com>;
- National coach service information can be found at <http://www.nationalexpress.com> and <http://www.megabus.com>.

M6 The Travel Plan Coordinator (TPC) will actively encourage a coordinated approach to Travel Planning on the site. This will include liaison with other interested parties, adjacent tenants and developers, as well as the local authority.

Measures to Promote Walking

5.6 Walking will be further encouraged by the following measure:

- M7** The health and fitness benefits of walking will be directly promoted to residents and visitors. <http://www.walkit.com> and <http://www.transportdirect.info> will be promoted as a free online walking journey planners.
- M8** The development will connect to sustainable transport infrastructure, namely bus stops located to the north the site along Leeds Road, local cycle infrastructure, local railway stations and the wider pedestrian network in the vicinity of the site all of which will be taken via easy and attractive pedestrian/cycle environment along the vehicle access route by which residents can walk or cycle to facilities in the local vicinity.

Measures to Promote Cycling

5.7 Cycling will be further promoted and encouraged through the following measures:

- M9** Adequate cycle parking for residents and visitors will be provided within the curtilage of the dwellings.
- M10** The health and fitness benefits of cycling will be promoted to residents and visitors.
- M11** Residents will be advised that copies of the local cycle maps are available free of charge from BMDC on tel. 01274 434983 or free to download on website http://www.bradford.gov.uk/bmdc/transport_and_infrastructure/cycling/bradford_cycle_map.
- M12** The following cycling websites will be promoted:
- http://www.bradford.gov.uk/bmdc/transport_and_infrastructure/cycling ;
 - www.cyclestreets.net; and
 - www.sustrans.org.uk.

Measures to Promote the Travel Plan

5.8 The Travel Plan will be promoted through the following measures:

- M13** Travel Packs will be provided to the residents on first occupation. This pack will address methods of travelling to the site by walking, cycling and public transport and will also include general information e.g. on how to drive in a fuel efficient manner. The packs will include, but not be limited to the following items:
- Information on the Travel Plan, its targets and the health, financial and environmental benefits to be derived from it;
 - Information on cycle routes and cycle safety;
 - Copies of timetables for buses serving the area;
 - Information on any public transport schemes such as reduced bus ticketing including application forms;

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

- Information on the journey planner and other information available at www.traveline.org.uk, www.nationalrail.co.uk, and www.sustrans.org.uk; and
- Other useful websites will also be promoted such as www.highways.gov.uk/traffic/traffic.aspx.

6 TARGETS AND TIME FRAMES

- 6.1 Targets are measurable goals which are set in order to assess whether the objectives of the plan have been achieved. They need to be realistic and take into account the particular circumstances and location of the proposed development.
- 6.2 The West Yorkshire Local Transport Plan 3 has been scrutinised to determine appropriate Targets for the Travel Plan. The document provides two key indicators and targets in reference to modal travel. These are
- To keep the number of car trips at current (2011) levels; and
 - To increase the proportion of trips made by sustainable modes from 36% to 42%.
- 6.3 Office for National Statistics (ONS) Census Data for journey to work by mode has been used to determine the car mode for these types of trips for the Idle and Thackley Ward and is summarised in Table 6.1. A full copy of the ONS data can be seen at Appendix H.

	Idle and Thackley Ward	Bradford Metropolitan District	Yorkshire and The Humber Region	England Country
Train	3.1%	5.3%	2.5%	5.9%
Bus, minibus or coach	7.0%	9.6%	9.0%	8.3%
Taxi or minicab	0.6%	1.3%	0.7%	0.6%
Motorcycle, scooter or moped	0.5%	0.5%	0.7%	0.9%
Driving a car or van	75.3%	62.6%	64.6%	63.0%
Passenger in a car or van	6.3%	7.5%	6.8%	5.5%
Bicycle	0.8%	0.8%	2.7%	3.3%
On foot	6.2%	11.8%	12.4%	11.9%
Other	0.3%	0.7%	0.6%	0.7%
All People	100.0%	100.0%	100.0%	100.0%

Table 6.1: Method of Travel to Work - Resident Population

- 6.4 It can be seen from the table that use of the private car accounts for 75.3% of trips throughout the Idle and Thackley Ward. As a minimum, the Travel Plan achieves the same level of vehicle use as that shown in the ONS data within twelve months of the initial survey being undertaken. Should the initial survey show that less proportion of vehicle trips by private car has been attained, then it is expected that the lesser proportion of car trips level will be maintained.
- 6.5 The Travel Plan should seek to align itself with the West Yorkshire Local Transport Plan as this sets out the aspiration for district wide Targets in the forthcoming years. The Travel Plan will seek to achieve a reduction to the number of private car trips to 72.3% within 5 years of initial occupation of the development.

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

- 6.6 The Targets are therefore as follows:
- T1 Achieve a 75.3% (or better) car mode for journey to work trips within 12 months of first occupation of the development.
 - T2 Achieve a 72.3% (or better) car mode for journey to work trips within three years after initial baseline surveys have been undertaken.
- 6.7 If, after the subsequent surveys to that of the initial survey, it is seen that the Targets have been achieved, then the TPC in consultation with BMDC's Travelwise officer will agree new Targets as part of the Action Plan process.
- 6.8 These targets must not be omitted or changed without prior consultation with the Council's Travel Plan Officers.

7 RESPONSIBILITY AND OWNERSHIP

- 7.1 For a Travel Plan to work successfully it is essential that a person be appointed as Travel Plan Coordinator (TPC). The Coordinator's duties are to be an overall point of contact for travel issues and to promote, coordinate, monitor and review the Travel Plan.
- 7.2 The TPC will be appointed 6 months prior to first occupation and will make themselves known to the BMDC's Travel Plan team at the start of their appointment. The interim TPC will be Paul Thornton, of Persimmon Homes who will liaise with BMDC regarding travel issues for the development. It may be that in due course the TPC will change from time to time but will always be a full time member of staff of the developers staff or representative who will be directly involved in the marketing of the development. The council's Travel Plan Team will be advised of any changes to the TPC.
- 7.3 The TPC will be the focal point and point of contact for all the travel related issues for the site and will carry out the Travel Plan duties in addition to their regular duties at the site. The main responsibility of the TPC will be to actively promote the Travel Plan to prospective residents, buy-to-let landlords and housing associations that may be responsible for properties at the site.
- 7.4 The TPC would usually work closely with any Housing Association to ensure that all occupiers of the development receive sustainable travel information and any offers, especially for the affordable housing units on the development. The TPC will be responsible for ensuring that the occupier of each dwelling receives Travel Plan information before, during and after first occupation.
- 7.5 The TPC will start delivering the Travel Plan when the development is initially marketed. Information on how to access the site by sustainable modes of travel and any sustainable travel offers will be prominent parts of the site's marketing strategy. The TPC may be required to train up sales office staff to explain about the Travel Plan and ensure that the welcome packs are provided to residents on occupation. The TPC will advise the council's Travel Plan team when work has commenced on delivering the Travel Plan.
- 7.6 One major issue for residential Travel Plans is that, prior to development, the site is owned by the developer who has full control of the site in question. After construction starts, gradually units are occupied and the ownership of some plots on the site changes. Ultimately, at the end of the development process, the ownership of the site has changed from one developer to numerous individual residents. It is therefore more difficult for the developer to control and influence travel behaviour.
- 7.7 In order to respond to these circumstances, the TPC will encourage the residents to set up a Residents Travel Committee. This committee will comprise residents from the site who will assist the TPC with the monitoring and reviewing the Travel Plan process and will also assist in the promotion of the Travel Plan across the site. An additional benefit of the Committee is that it encourages and promotes resident buy-in to the Travel Plan, therefore making it more likely to be successful. It may be that the Residents Travel Committee could form part of a neighbourhood watch, neighbourhood forum or resident group which is also concerned with a variety of other issues on the development.
- 7.8 It is intended that by the end of the first three years of the Plan, the Residents Travel Committee should be carrying out the majority of the work relating to the plan, with the aim of the committee being entirely responsible for the running of the plan from the end of the third year. This can be achieved through developing a strong relationship with the Council Travel Plan team so that assistance can be provided to the committee as necessary.

- 7.9 Administration of the Travel Plan involves the maintenance of the necessary systems and on-going promotion. The annual updating of the Plan records is one of the responsibilities of the TPC. In due course, this responsibility will pass to the Residents Travel Committee.

8 MONITORING AND REVIEW

- 8.1 The initial goal of the approved Travel Plan will be to implement the measures and opportunities for sustainable travel identified previously.
- 8.2 Thereafter, at every anniversary following first occupation, the TPC will review the Travel Plan in consultation with the Council's Travel Plan Team and an Annual Action Plan will be prepared and agreed.
- 8.3 The Action Plan will contain a programme of measures designed to help achieve the Travel Plan targets on travel modal share over the coming year. It will clearly set out the tasks involved, the person(s) responsible, and dates by which the measures will be achieved over the next 12 months.
- 8.4 The TPC will carry out surveys on an annual basis to monitor the use of different modes of transport to and from the site. The first of the surveys will be carried out within three months of initial occupation and will be used to give the baseline information against which the future year data will be compared. The TPC will forward the results of the first surveys and all subsequent surveys to the Council's Travel Plan Team within 3 months of the survey for comparison against agreed targets. The surveys will be carried out for a minimum of 5 years after the development is fully occupied and will cover how residents travel to work as well as school travel where applicable.
- 8.5 A travel survey will be distributed to all residents by either email, the development website or a questionnaire delivered to each house. This will be a short questionnaire asking about methods of travelling to and from the site on a particular day, the normal mode of travel and will also provide an opportunity to raise questions or provide feedback on travel to and from the site generally.
- 8.6 The survey will provide an annual snapshot of how people travel to and from the site as well as the site catchment and distribution of trips from the site as a whole.

9 COMMUNICATION STRATEGY

9.1 Information on the plan, its progress, impacts, benefits and successes will be disseminated to residents and visitors through the following methods:

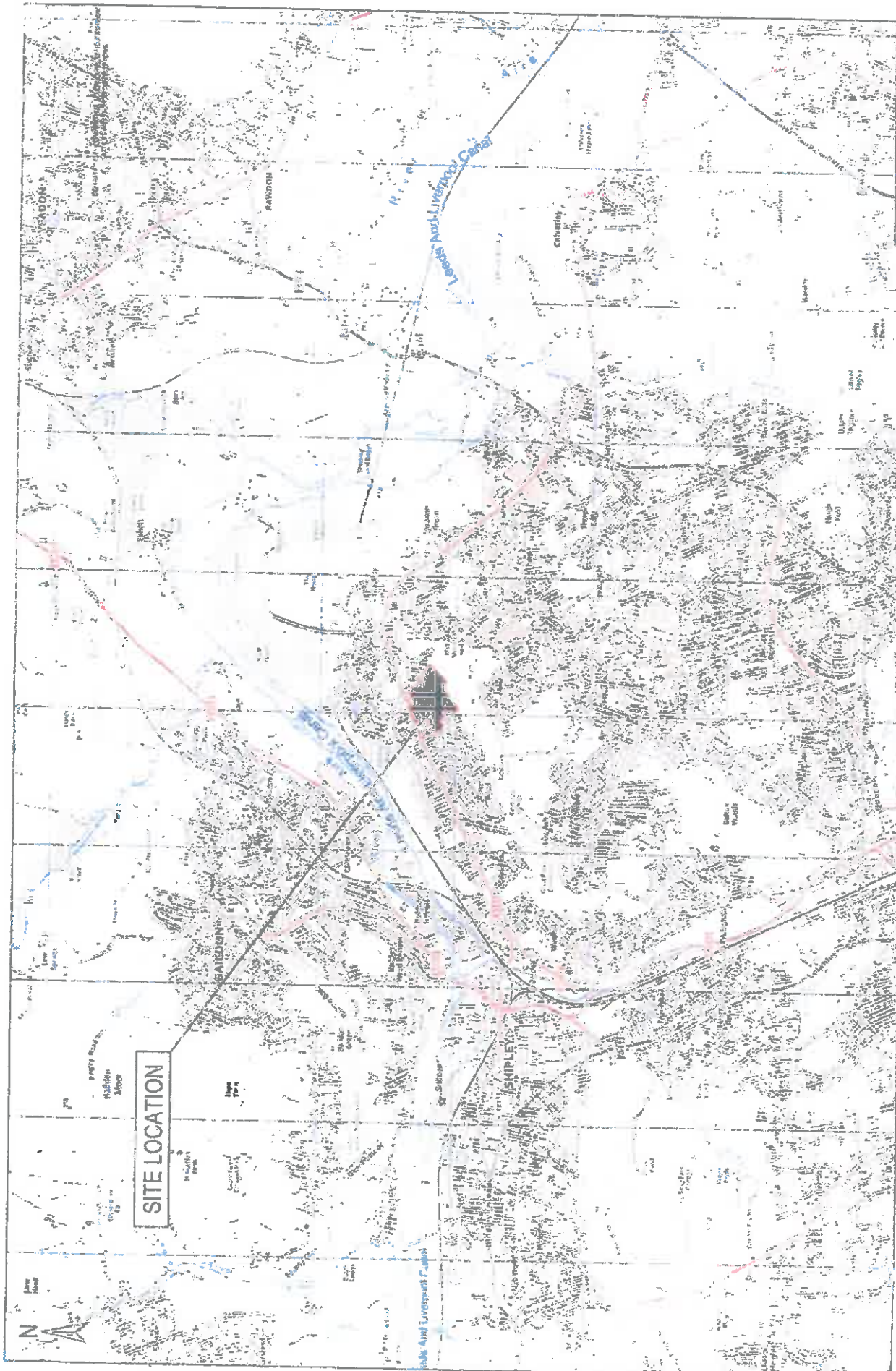
- The developer will provide information on bus stops etc on their sales web page.
- A transport section on the webpage for the site will be included on the developer's website. This will include the Travel Plan Policy and details about the various initiatives and associated incentive schemes that have been introduced. This page will be regularly updated to ensure the whole of the development has access to the latest updates;
- A newsletter will be distributed to each resident which will remind them of Travel Plan information;
- The Travel Plan will be available in the sales suite to make potential residents aware of the travel matters from the outset;
- The Council's Travel Plan Team, local bus companies and cycling and walking groups may be able to provide posters, leaflets and timetables for display on notice boards/posted to residents etc. They may also be able to assist with the production of leaflets summarising the site specific sustainable travel options; and
- Welcome packs containing full information on sustainable travel options for residents.

10 SUMMARY AND CONCLUSIONS

- 10.1 This Travel Plan has been produced for a proposed residential development on a site at Cote Farm, Bradford
- 10.2 The development proposal consists of 350 dwellings which will be built on land on the southern side of Leeds Road.
- 10.3 The administration of this Travel Plan will include the appointment of a Travel Plan Co-ordinator.
- 10.4 A series of key measures have been incorporated in the Travel Plan which will help to achieve the objectives of sustainable travel.
- 10.5 The key processes required to monitor the progress of the Travel Plan have been detailed, including the initial and annual surveys and data collection exercises to be carried out at the site.
- 10.6 Measurable targets have been produced which will be monitored against the predicted modal split.
- 10.7 It is intended that further measures, initiatives and promotions will be developed over time by the TPC with the assistance of the Council's Travel Plan Team.

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix A



**PROPOSED RESIDENTIAL DEVELOPMENT,
CÔTE FARM, THACKLEY**

PERSIMMON HOMES

STRATEGIC HIGHWAY NETWORK

A077630	21 EP	SK 001	P1
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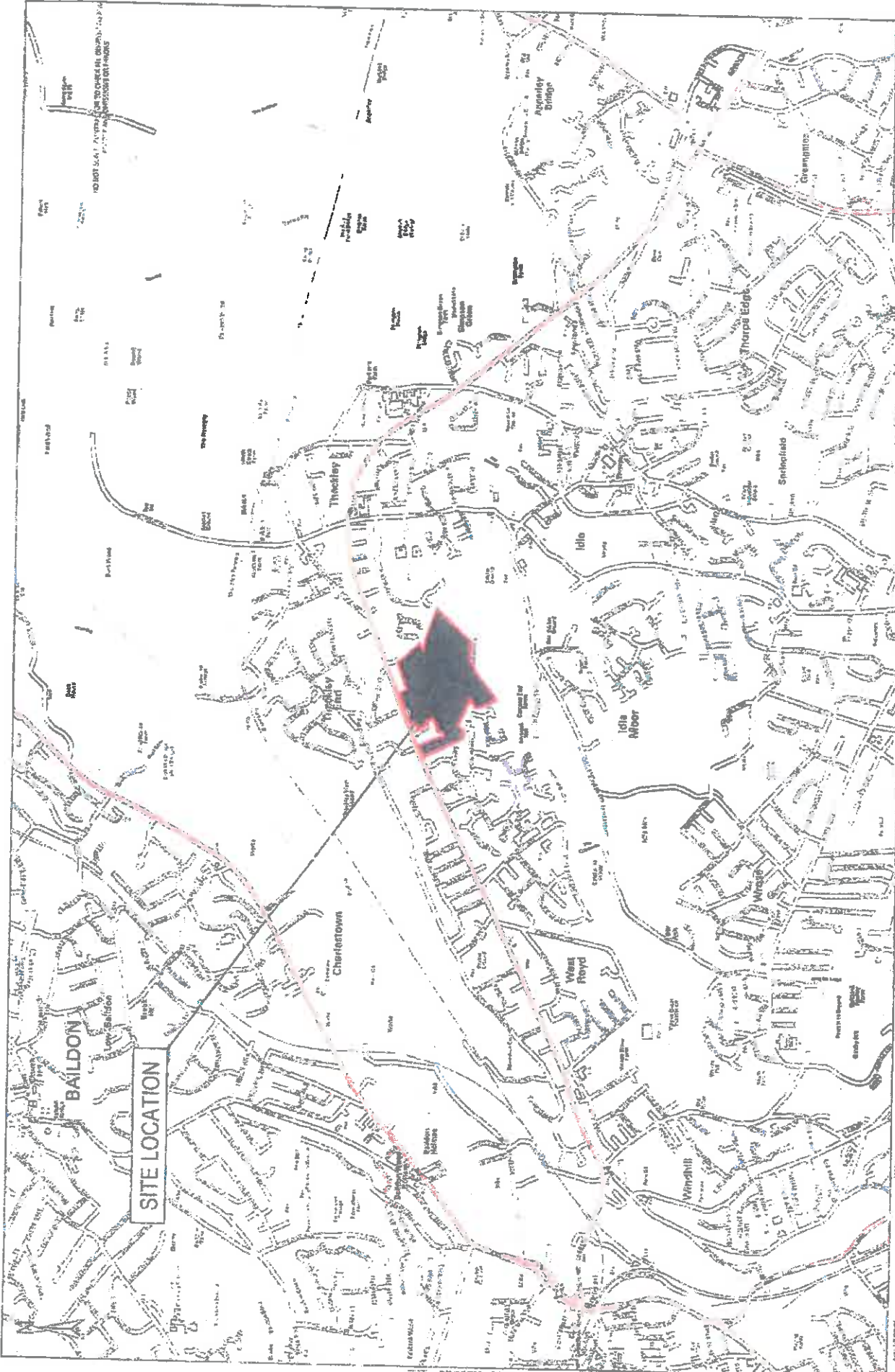
© 2008 Persimmon Homes



MODIFICATION
 1997/04/01
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Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix B



SITE LOCATION

Scale	1:10,000	1:20,000	1:50,000	1:100,000
Sheet No.	A077630	Z1	892	SK 002
Project No.	1 PL			
Drawn by	Overseas			

LOCAL HIGHWAY NETWORK

**PROPOSED RESIDENTIAL DEVELOPMENT,
COTE FARM, THACKLEY**

PERRIMON HOMES



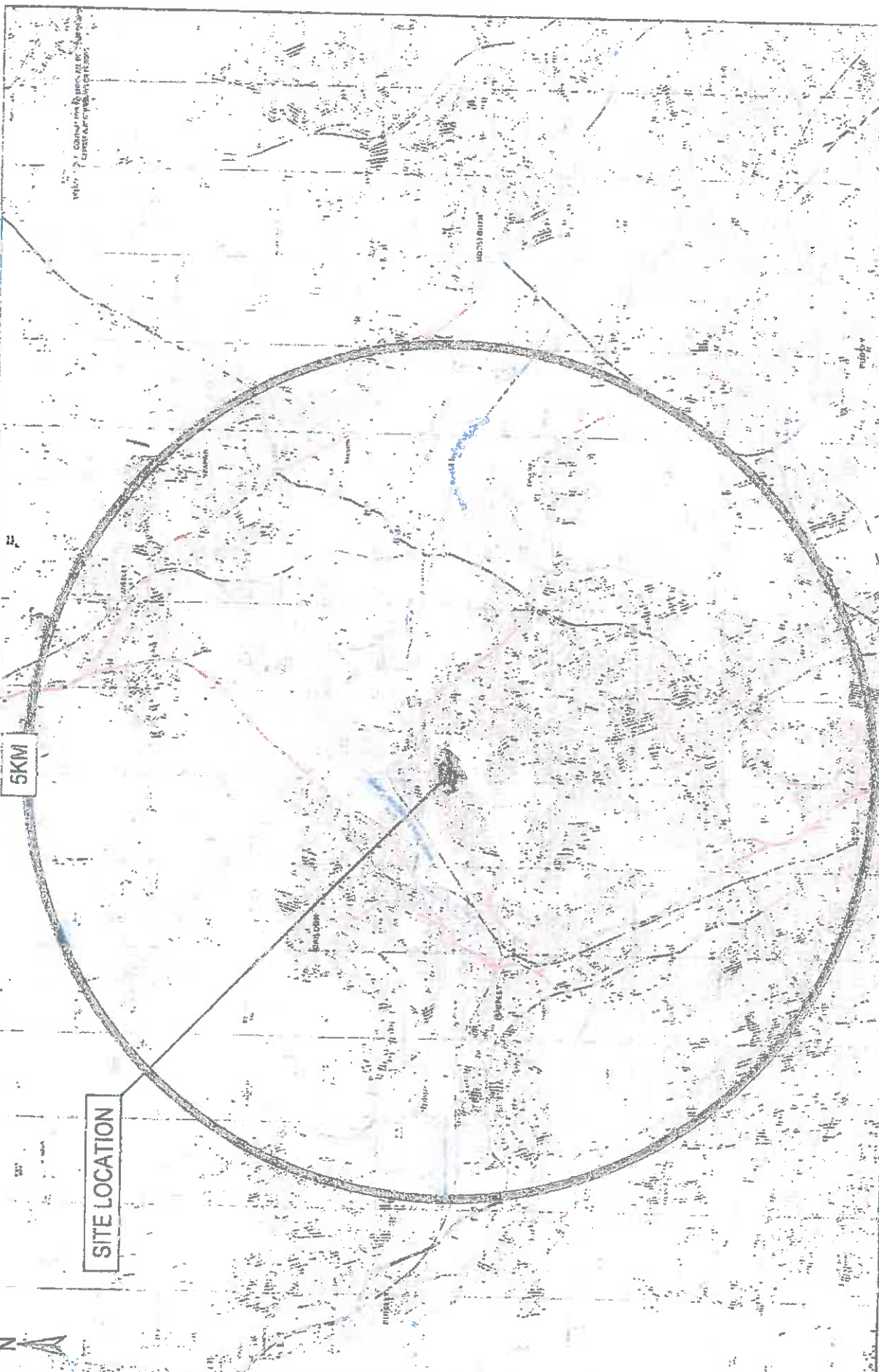
SCALE 1:10,000
1:20,000
1:50,000
1:100,000

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix C

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix D



Project No.	Scale	Date	Sheet No.
A077630	2:1	FPI	SK 003
			P1

5KM CYCLE CATCHMENT AREA

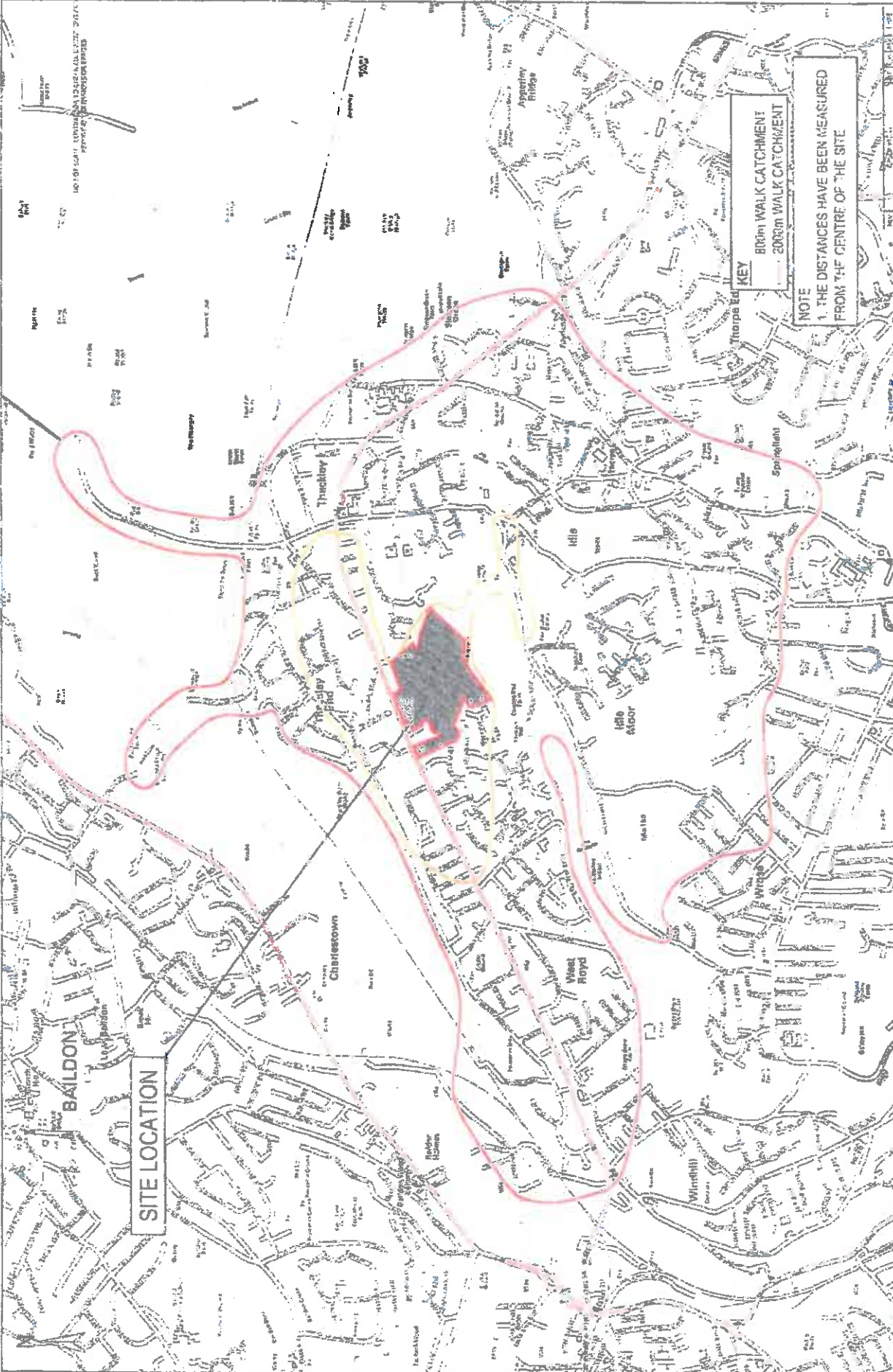
PROPOSED RESIDENTIAL DEVELOPMENT,
COTE FARM, THACKLEY

PERSIMMON HOMES



APPROVED
10/10/2017
10/10/2017
10/10/2017
10/10/2017

Appendix E



SITE LOCATION

KEY
 800m WALK CATCHMENT
 2000m WALK CATCHMENT

NOTE
 1. THE DISTANCES HAVE BEEN MEASURED FROM THE CENTRE OF THE SITE

PROJECT NO	1077630
DATE	11 FEB 2014
SCALE	SK 1004
PI	P1

800m AND 2000m WALK CATCHMENTS

PROPOSED RESIDENTIAL DEVELOPMENT,
 COTE FARM, THACKLEY

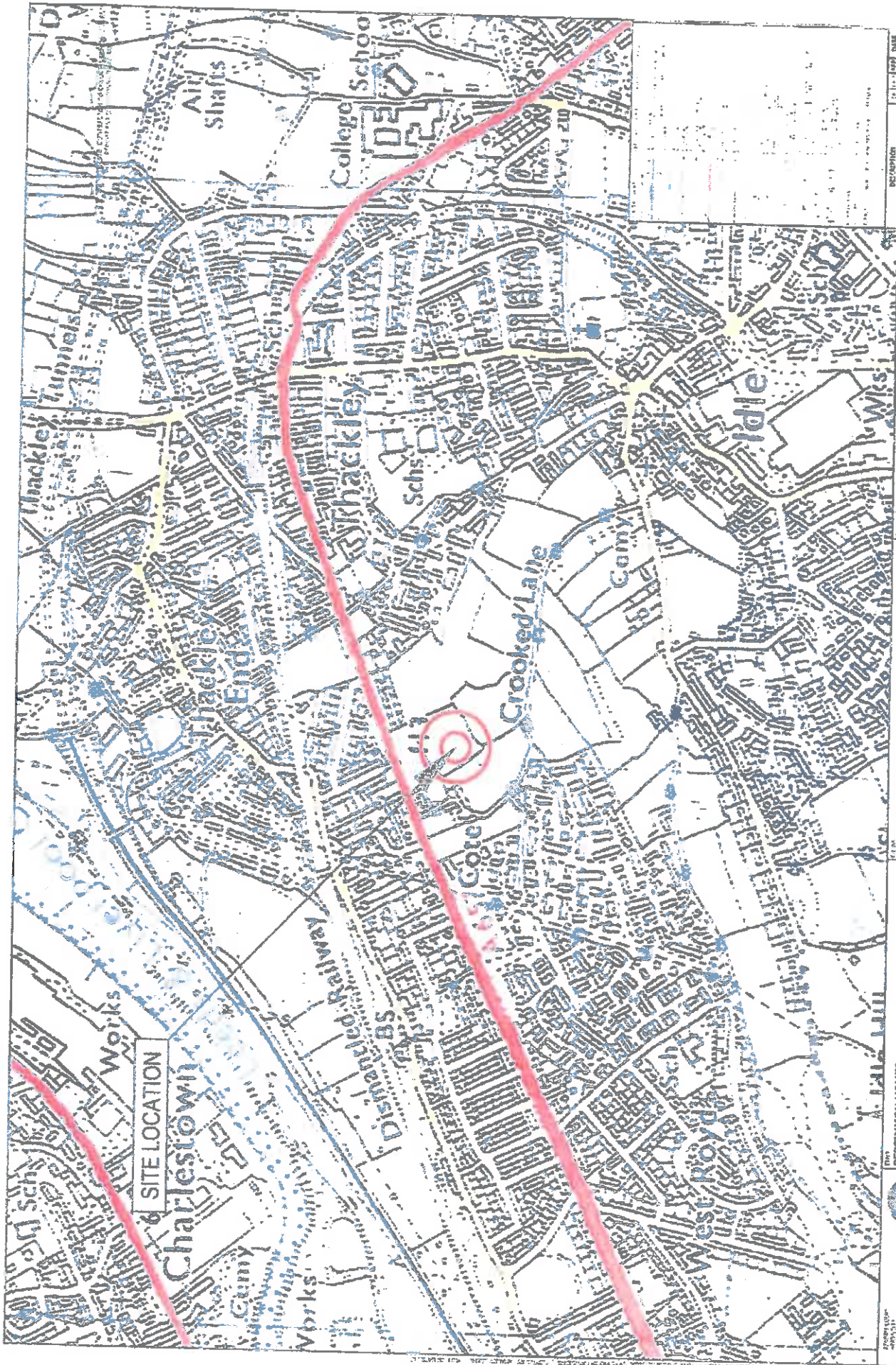
PERSIMMON HOMES



PROJECT NO: 1077630
 DATE: 11 FEB 2014
 SCALE: SK 1004
 PI: P1

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix F



DATE		BY		FOR	
DATE	BY	DATE	BY	DATE	BY
21	21	21	21	21	21
21	21	21	21	21	21

MAP OF PATHS

PROPOSED RESIDENTIAL DEVELOPMENT,
COTE FARM, THACKLEY

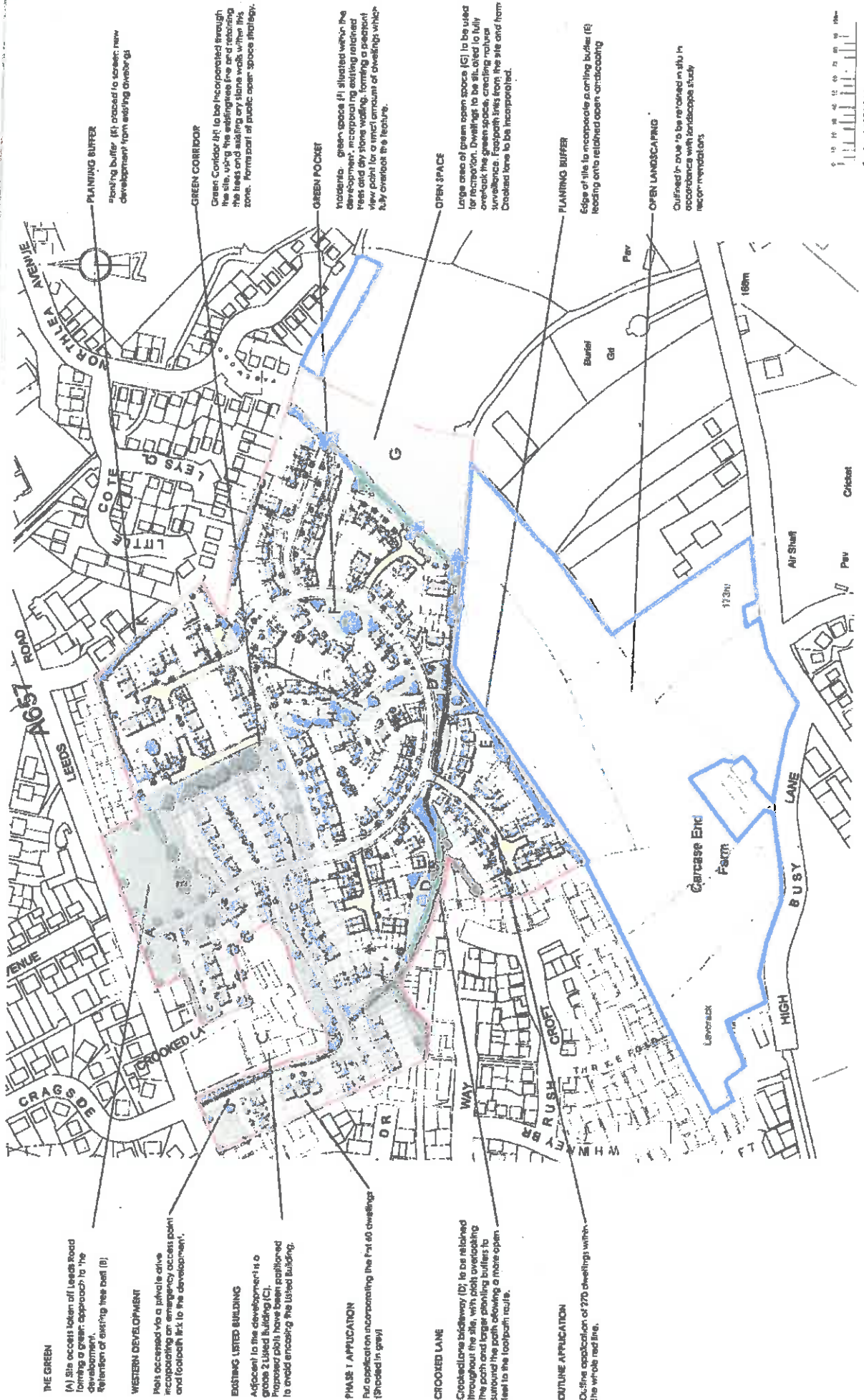
THE PERSIMMON HOMES

0 10 20 30 METRES
 0 10 20 30 FEET
 1:10,000
 1:10,000
 1:10,000
 1:10,000

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix G

Crooked Lane, Thackely - Illustrative Layout



THE GREEN

(A) Site access taken off Leys Road following a green approach to the development and existing tree belt (B) retention of existing tree belt (B)

WESTERN DEVELOPMENT

Plot accessed via a private drive incorporating an emergency access point and footpath link to the development.

EXISTING LISTED BUILDING

Adjacent to the development is a grade 2 listed building (C). Proposer plots have been patterned to avoid encasing the listed building.

PHASE 1 APPLICATION

For application incorporating the first 60 dwellings (Shaded in grey)

CROOKED LANE

Crooked Lane (D) is to be retained throughout the site, with plots overlooking the path and larger planting buffers to surround the path allowing a more open feel to the footpath route.

OUTLINE APPLICATION

Outline application of 270 dwellings within the whole red line.

PLANNING BUFFER

Planting buffer (E) proposed to screen new development from existing street (G)

GREEN CORRIDOR

Green Corridor (H) to be incorporated through the site, using the existing tree belt to maintain the feel and adding any stone walls within the zone. Forms part of public open space strategy.

GREEN POCKET

Incidental green space (I) situated within the development, incorporated using retained trees and dry stone walls, forming a focal point view point for a small amount of breathing which fully overlook the feature.

OPEN SPACE

Large area of green open space (G) to be used for recreation. Dwellings to be situated to fully overlook the green space, creating natural surveillance. Footpath links from the site and from Crooked Lane to be incorporated.

PLANNING BUFFER

Edge of site to incorporate planting buffer (E) leading onto retained open landscaping

OPEN LANDSCAPING

Outlined in blue to be retained in situ in accordance with landscape study recommendations



Scale: 1:2500 A
Ref: C-2013-0101
Date: Sept 13

Travel Plan
Proposed Residential Development, Cote Farm, Thackley, Bradford

Appendix H

WARD - IDLE AND THACKLEY
2011 Census Data

Method of Travel to Work - Resident Population (UV39)				
	Idle and Thackley Ward	Bradford Metropolitan District	Yorkshire and The Humber Region	England
All Usual Residents Aged 16 to 74	12104	366217	3875219	38881374
Work Mainly at or From Home	406	9151	110962	1349568
Underground, Metro, Light Rail, Tram	4	266	10716	1027625
Train	257	11190	58307	1343684
Bus, Minibus or Coach	586	20034	207114	1886539
Taxi	52	2628	16432	131465
Motorcycle, Scooter or Moped	42	1049	16173	206550
Driving a Car or Van	6301	131112	1490020	14345882
Passenger in a Car or Van	524	15712	155856	1264553
Bicycle	66	1715	62119	742675
On Foot	516	24656	285542	2701453
Other Method of Travel to Work	27	1424	14833	162727
Not in Employment	3323	147280	1447145	13718653

WYG Refined data set

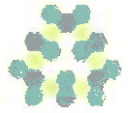
Method of Travel to Work - Resident Population (UV39)				
	Idle and Thackley Ward	Bradford Metropolitan District	Yorkshire and The Humber Region	England
All People	8371	209520	2306396	22785528
Train	257	11190	58307	1343684
Bus, Minibus or Coach	586	20034	207114	1886539
Taxi	52	2628	16432	131465
Motorcycle, Scooter or Moped	42	1049	16173	206550
Driving a Car or Van	6301	131112	1490020	14345882
Passenger in a Car or Van	524	15712	155856	1264553
Bicycle	66	1715	62119	742675
On Foot	516	24656	285542	2701453
Other	27	1424	14833	162727

WYG Refined data set (percentages)

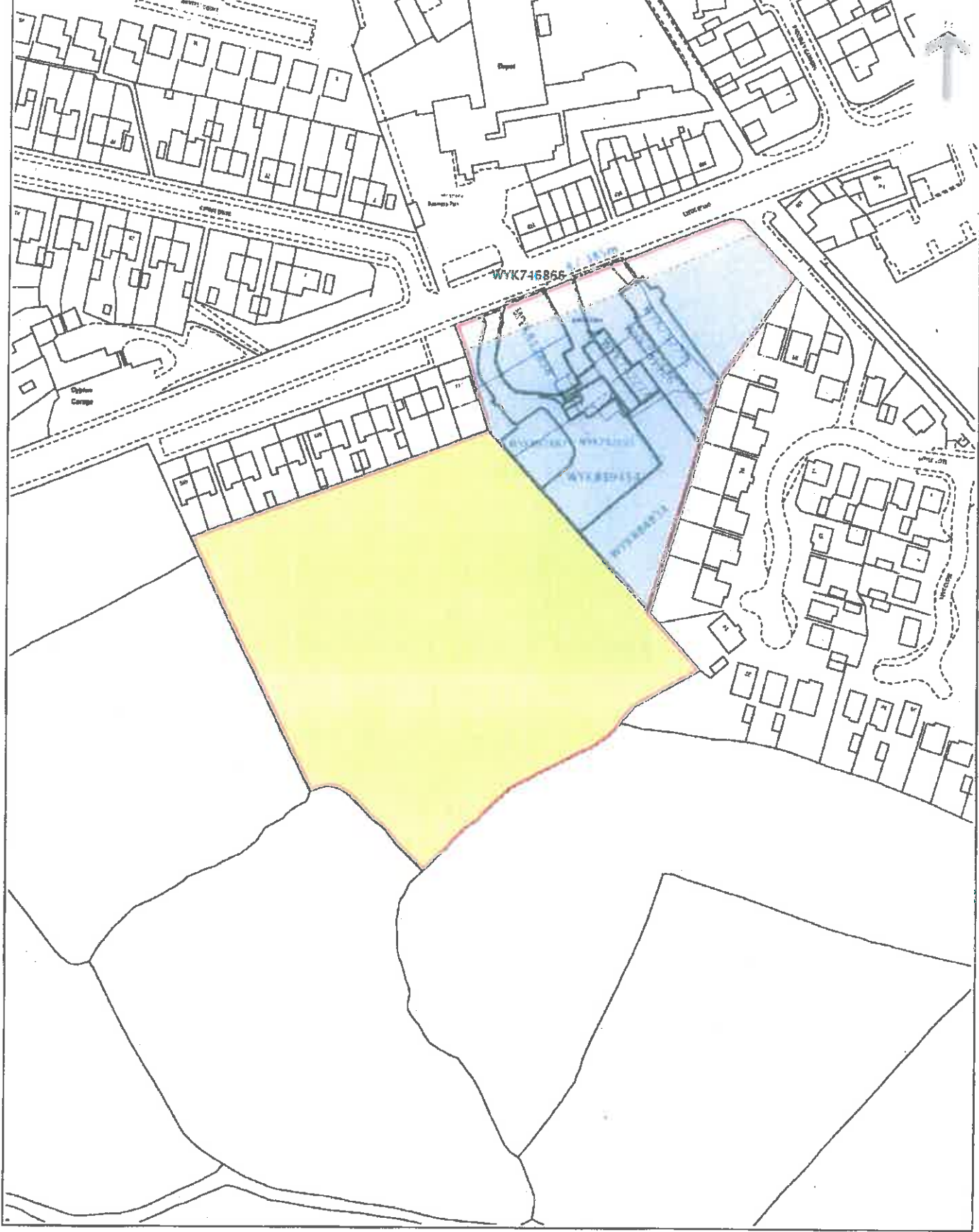
Method of Travel to Work - Resident Population (UV39)				
	Idle and Thackley Ward	Bradford Metropolitan District	Yorkshire and The Humber Region	England
All People	100.0%	100.0%	100.0%	100.0%
Train	3.1%	5.3%	2.5%	5.9%
Bus, Minibus or Coach	7.0%	9.6%	9.0%	8.3%
Taxi	0.6%	1.3%	0.7%	0.6%
Motorcycle, Scooter or Moped	0.5%	0.5%	0.7%	0.9%
Driving a Car or Van	75.3%	62.6%	64.6%	63.0%
Passenger in a Car or Van	6.3%	7.5%	6.8%	5.5%
Bicycle	0.8%	0.8%	2.7%	3.3%
On Foot	6.2%	11.8%	12.4%	11.9%
Other	0.3%	0.7%	0.6%	0.7%

Land Registry
Official copy of
title plan

Title number **WYK658698**
Ordnance Survey map reference **SE1738SW**
Scale **1:1250**
Administrative area **West Yorkshire : Bradford**



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FIFTH SCHEDULE
(Biodiversity Enhancement and Management Plan)



**Cote Farm - Phase 1
Biodiversity Enhancement and Management Plan
(BEMP)**

Persimmon Homes West Yorkshire

**Report EE-R-010-01
July 2015**



Introduction

1. This report has been prepared as part of the ecological information supporting a planning appeal / public inquiry commencing on 18th August 2015. The appeal will consider the refusal of Planning Permission by the City of Bradford Metropolitan Borough Council (CBMDC) of Application Ref. 13/04148 MAF - Hybrid Planning Application for up to 270 dwellings (outline with all matters reserved except for partial means of access to, but not within, the site) of which 60 dwellings are submitted in full with means of access from Leeds Road, Thackley, Bradford.
2. Although the Council's objection to the proposals does not relate to ecology specifically the issue has been raised that the application has not made the most of the opportunities the site presents in terms of enhancement for wildlife.
3. This plan has been produced with the intention of demonstrating the developer's commitment to securing such improvements within the developed site. The plan focuses on the detailed element of the proposals - Phase 1. Although produced as an illustration of how enhancement can be achieved, it is anticipated that it, or an approved version of it can be secured for phase 1 as a condition of planning.
4. The plan has been produced so that the principles within it can be extrapolated to later phases of the project and again secured through conditions of planning.

Aims

5. To provide a development which respects and contributes to local wildlife. Through retention and protection of existing habitat, provision of new habitat and its on-going careful management it is aimed to provide development which is attractive and engaging for residents and through which wildlife can move and live.

Responsible parties

6. During Construction: Persimmon Homes West Yorkshire
7. In-perpetuity: House Owners Management Committee (HOMC)

Period





8. This plan covers a 5 year establishment contract. It is designed to be adopted and continued in-perpetuity by the HOMC.



Objectives

Objective 1 – Making homes for wildlife

9. A range of boxes will be installed - these will provide potential habitat for pipistrelle bats and a range of bird species. They will comprise the following features - suitable locations for which are shown on the plan below

Table 1.1

	<p>3x Schwegler bat tubes (or similar) will be provided. These will be integral to the external bricks wall of 3 houses or garages. They will be installed at eaves or gable apex at a minimum height of 3m.</p>
	<p>3x Schwegler sparrow terraces (or similar) will be provided on northern - north eastern / north western elevations of houses. They will be sited at eaves height.</p>
	<p>3x Cedar Plus open fronted nest boxes (or similar) will be provided. These will be fixed at minimum 2.5m height on trees or the rear gable of garages.</p>
	<p>1x Schwegler Owl Box will be sited in retained trees. It will be installed 4 - 6m above ground and a thick layer of wood shavings or sawdust spread over the recess in the floor.</p>

	<p>3 x Schwegler starting boxes (or similar) will be provided at a minimum of 3m height on retained trees.</p>
	<p>3 x Cedar Plus modern hole fronted (or similar) boxes will be provided. These will be fixed at minimum 2.5m height on trees or the rear gable of garages.</p>

Deliverable 1: Inspection certificate to CBMDC confirming boxes are erected to ecologist's satisfaction.

Figure 1.1 Location and specification of bat and bird boxes



10. New gardens will be made accessible to small mammals such as hedgehogs by providing a clearance at the base of fencing of 150mm or 150 diameter holes every 3m length of fencing. Log / habitat piles will be constructed in green space as indicated in figure 1.1.

Objective 2 – Protection of hedgerow and woodland areas.

11. Prior to site clearance and construction the hedgerow and woodland area will be fenced with fencing to BS5837:2012. This fence identified by a red dashed line below will be retained until construction is completed. This drawing is an informative and the location and detail of the fence will be agreed as a condition of planning. No works other than planting or agreed drainage works shall take place behind the fence.

Figure 2.1 Fencing location



Deliverable 2: Inspection certificate to CBMDC showing fence in place

12. In the developed site these areas will be accessible to the public, however a condition of planning will be in place to demonstrate that the rows of mature trees and hedgerows of Crooked Lane will not be impacted on by street lighting. This will involve the use of low level and directional lighting in these areas delivered through the Council's approval of the lighting scheme.



Objective 3 – Managing the lane and lane-side hedgerow for wildlife.

13. The existing vegetation bounding Crooked Lane will be supplemented through the planting of hazel, sessile oak and holly. This and other hedgerow planting and aftercare is detailed in landscaping plans for the site.
14. The hedge surrounding Crooked Lane will be cut annually in January-February, to avoid nesting season and to allow flowering and fruit set in plants.
15. This will be carried out to allow safe use of the lane and to prevent significant encroachment into the site. Otherwise cutting will allow the natural growth form and full height of planting to be achieved.
16. Under-storey vegetation will be cleared where appropriate to allow safe access and prevent the spread of any un-desirable species.
17. Arisings will be used to gap up vegetation, or will be chipped to provide a mulch spread back onto the hedge base - providing additional habitat for invertebrates and fungi.
18. Any litter will be removed from the lane and small mammal underpasses cleared as required.
19. The track surfacing will be reviewed annually and repairs agreed between the HOMC and Bradford's PROW officer.
20. It is hoped that the local community will be able to continue their contribution to this objective.

Deliverable 3: Site inspection detailing winter hedgerow management and reporting state of track to CBMDC

Objective 4 – Creating attractive native wildflower habitat.

21. The landscaping plans for Phase 1 (5582-93-001, 2, 3 &4) identify areas to be planted as wildflower habitat. These areas will be used to create either floriferous grassland borders in open sunny locations, or woodland edge habitat in those shaded by trees.

Woodland edge habitat

22. Shaded areas which are currently rank and species poor and would not respond well to direct planting will be identified by the ecologist. This area is likely to be broadly concurrent with the eastern tree protection area identified in figure 2.1. Here the vegetation will be treated with glyphosate to kill off turf and unwelcomed weeds. These areas will be clearly marked and allowed to re-grow for 2 months of growing season allowing the existing seed bank to germinate. This will be treated again with glyphosate to reduce the residual weed / coarse grass flora.
23. The area will then be lightly rotavated to alleviate compaction and provide a good seed bed: care will be taken to ensure rotivation does not affect the root zone in any tree protection area.
24. Prior to seeding, the surface shall be raked to a fine tilth and surface stones larger than 5 cm removed.
25. Wildflower seed will be local provenance, wherever possible. In the case of bluebell (*Hyacinthoides non-scripta*), seed will be collected from a local source, and in the case of common bistort (*Persicaria bistorta*) plants will be translocated from elsewhere on site as turf. The wildflower mix set out in the following table balances the creation of what would once have been locally prevalent plant communities with the need to create visually attractive, showy wildflower edge habitat with high habitat value for invertebrates.
26. Seeding will take place in September to allow establishment prior to winter and reduce seed loss to birds. Seed shall be, depending upon collection methods, broadcast by hand or by approved lightweight machinery. Following seeding the area will be subject to further raking to incorporate the seed with the growing substrate.
27. All areas sown with wildflower seeds will be clearly identified on the ground and in a ground maintenance schedule to prevent them being accidentally brought into routine amenity management.

Table 4.1 Sown Edge mix

Latin	English	Percentage by weight
Arum maculatum	lords and ladies	10%
Hyacinthodes non-scripta	bluebell	10%
P.veris	cowslip	10%
P. vulgaris	primrose	10%
Persicaria bistora	bistort	10%
Campanula latifolia	giant bellflower	10%
Geum rivale	water avens	5%
Primula veris	cowslip	10%
Silene dioica	red campion	10%
Stachys sylvestris	hedge wound wort	5%
Torilis japonica	bur chervil	5%
Digitalis purpurea	Foxglove	5%

Deliverable 4.1: Site inspection detailing sowing to CBMDC

28. These areas will be managed to prevent scrub accumulation and build up of coarse competitive weed species and a dense thatch of accumulating plant material. This will be achieved through targeted weed treatment and a single cut in Autumn every year. Cut material will be removed from site.

Table 4.2 Wildflower Edge Habitat

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Establishment						Competitive weed removal			Glyphosate treatment, rotivation and grass cutting and removal	Seeding /planting		
Year onwards	2					Competitive weed removal			Single cut (Strimming)			

Floriferous grassland borders

29. Any remaining vegetation will be treated with glyphosate to kill off turf and unwelcome weeds. These areas will be clearly marked and allowed to regrow for 2 months of growing season allowing the exiting seed bank to germinate. This will be treated again with glyphosate to reduce the residual weed flora.
30. These areas will sprayed off lightly rotavated to alleviate compaction and provide a good seed bed: care will be taken to ensure rotavation does not affect the root zone in any tree protection area.
31. Prior to seeding, the surface shall be raked to a fine tilth and surface stones larger than 5 cm shall be removed.



- 32. The prepared area will be seeded at a rate of 5g/Sq meter with a long season mix such as Naturescape's NV5 mix. This wildflower mix creates visually attractive, showy wildflower edge habitat with high habitat value for invertebrates.
- 33. Seeding will take place in September to allow establishment prior to winter and reduce seed loss to birds. Seed shall be, depending upon collection methods, broadcast by hand or by approved lightweight machinery. Following seeding the area will be subject to further raking to incorporate the seed with the growing substrate.
- 34. All areas sown with wildflower seeds will be clearly identified on the ground and in a ground maintenance schedule to prevent them being accidentally brought into routine amenity management.

Deliverable 4.1: Site inspection detailing sowing to CBMDC

- 35. During the first growing season four cuts will be made to prevent taller species growing too fast and swamping niches and to reduce the vigour of grasses and competitive species.
- 36. Management in the establishment phase also takes account of the fact that early colonisation by competitive weeds can reduce the chances of successful target species establishment. These weeds (see Table 7) are targeted for removal early in year two after regular cutting has ceased, before they are able to set seed.
- 37. Weed treatment shall comprise a combination of glyphosate spot treatment, and/or hand pulling.
- 38. Ongoing management will comprise a single early season cut to replicate the effects of seasonal grazing. Cutting will be finished by the first week of April to allow a summer flowering meadow to develop. A further cut in late August / September will be made following the maturation of flower seeds. Cut vegetation will be allowed to lie for at least 1 day to dry and release seeds then raked and removed.
- 39. Following this the ground will be scarified to open up niches for seeds to establish, replicating the action of animal's hooves in traditional flower rich grasslands.
- 40. A last cut will then be made in late September and arisings removed.

Table 4.2 Management of floriferous boundary habitat

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Establishment year 1			Four cuts at 10cm remove arisings									
Establishment year 2 onwards			Single cut and remove			competitive weed removal		Single cut and remove	Single cut and remove			

Table 5 Competitive weeds to be controlled during establishment

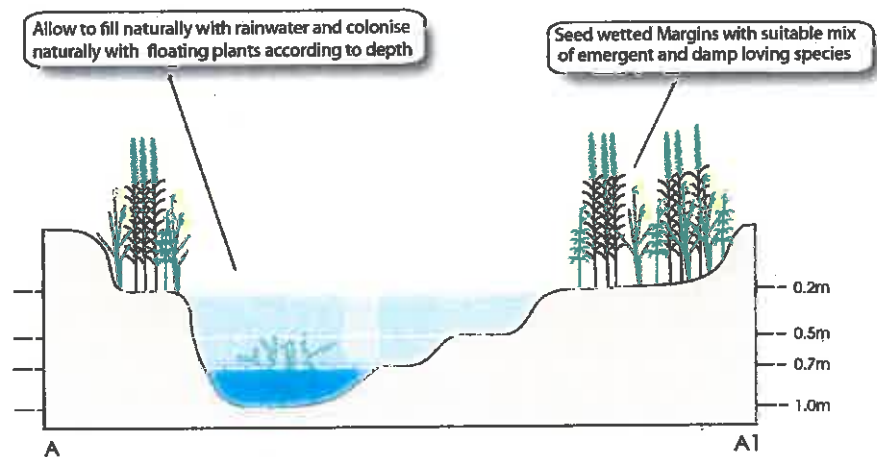
Scientific	English
<i>Cirsium arvense</i>	Creeping thistle
<i>Cirsium vulgare</i>	Spear thistle
<i>Chamerion angustifolium</i>	Rosebay willowherb
<i>Arctium spp.</i>	Burdock
<i>Chenopodium vulgare</i>	Mugwort
<i>Senecio jacobea</i>	Ragwort
<i>or as determined by suitably qualified ecologist</i>	



Objective 5 – Create attractive wetland vegetation and open water habitat.

41. A series of swales are proposed to arrest the flow of water downslope and to channel it to areas of storage and settlement. These features are shown on the site's drainage plan.
42. Swales will allow a certain amount of water to be stored at the surface where it can provide habitat and contribute to the diversity of the site. Where sloping the swales will be fitted with a series of gritstone check weirs with a hole positioned to allow the retention of water to a minimal depth.
43. Banks will be straight cut 45° on one side (downslope), the other will have a shallower benched profile providing a variety of conditions. Deeper sumps will be excavated every few meters allowing the retention of semi-permanent water.
44. Profiling will be overseen and approved by the ecologist and banks and benches will be seeded with a wetland mix such as Naturescape's NV8. Open water plants will be allowed to colonise naturally where possible.

Figure 5.1 Swale profile



45. Management of swales will involve the strimming back and removal from site of dead vegetation during October, alongside the removal of silt accumulation and litter.

Deliverable 5.1: Site inspection detailing creation and seeding of swales to CBMDC

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:)

[Handwritten signature]

Authorised by the
Assistant City Solicitor

37211 E

EXECUTED as a DEED BY)
RALPH THOMAS SCOTT)
in the presence of:)

Ralph T. Scott
20th August 15

Signature *[Handwritten signature]*
Name of witness PAUL TIBBETSON
Address 3 HEPTON COURT
YORK ROAD
CEEDS
LS9 6AW
Occupation PLANNING MANAGER

EXECUTED as a DEED by)
R PRIESTLEY (DEVELOPMENTS))
LIMITED)
in the presence of: -)

CHRISTINE PRIESTLEY
ROD AWB PRIESTLEY

Director




Director / Secretary




PAUL THORNTON
PLANNING MANAGER
3 HEPTON COURT
YORK ROAD
LS9 6PW



EXECUTED as a DEED by)
PERSIMMON HOMES LIMITED)
acting by its Attorney)


and

 S. WHALLEY

in the presence of: -

CHARLOTTE THORNTON
3 HEPTON COURT, YORK ROAD,
LEEDS, LS9 6PW
LAND SECRETARY

DATED 31st March 2015

TOWN AND COUNTRY PLANNING ACT 1990

AGREEMENT

BETWEEN

CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL

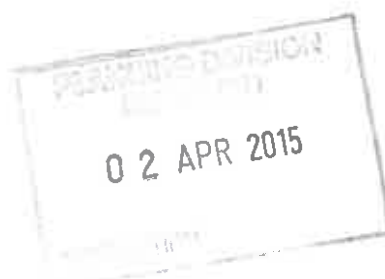
- AND -

**FAGLEY LLP & FRANK WILLIAM MARSHALL & WILLIAM ROSS MARSHALL & JAMES
ERNEST MARSHALL & MARK ANDREW O'BRIEN**

SECTION 106 AGREEMENT
Relating to land at and known as
Fagley Quarry, Fagley Lane, Bradford

WALKER MORRIS LLP

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: CAS/FAG.43-2



THIS AGREEMENT is made the 31~~st~~ day of March

Two thousand and fifteen

BETWEEN: -

- (1) CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL of City Hall, Bradford, West Yorkshire, BD1 1HY ("**Council**") of the first part; and
- (2) FAGLEY LLP (LLP Registration No. OC366129) of Fagley Quarry, Fagley Lane, Bradford, West Yorkshire BD2 3NT ("**First Owner**") of the second part; and
- (3) FRANK WILLIAM MARSHALL of Ceder House, Crag Lane, North Rigton, Leeds LS17 0DE and WILLIAM ROSS MARSHALL of Low House Farm, Timble, Otley LS21 2NN and JAMES ERNEST MARSHALL of Marry Carry, Honley, Holmfirth, HD9 6QY and MARK ANDREW O'BRIEN of 207 Bolton Hall Road, Bradford BD2 1QB ("**Second Owner**") 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) | "AARM" | means an application for the approval of reserved matters in respect of all or part of the Development submitted pursuant to the Planning Permission; |
| (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 to the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it); |

- (c) **"Affordable Housing Scheme"** means if applicable a scheme to be agreed between the Council and the Owners setting out the details (including quantity, location, tenure, timescale for delivery and methods for securing delivery) of the provision of any Affordable Housing which may be provided as part of the Development in accordance with paragraph 2 of the First Schedule;
- (d) **"Application"** means the application received by the Council on 17 January 2014 and registered by the Council under reference number 14/00208/MAO to construct the Development on the Site;
- (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**" 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) **"Contribution"** means the sum of £1,000,000.00 (one million pounds) to be paid to the Council by the Owners and applied by the Council towards the Greengates Junction Works or the Education Infrastructure Improvements in accordance with paragraph 1 of the First Schedule the need for which directly arises as a result of the Development;
- (g) **"Development"** means the residential (C3) use for up to 600 dwellings including detailed means of access with ancillary local centre (Uses A1 to A5 up to 2000 sq m gross), demolition of onsite buildings, a nursery (D1 Use) and fixed surface infrastructure associated with existing uses on the Site;
- (h) **"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;
- (i) **"Education Infrastructure Improvements"** means enhancement to educational infrastructure in Eccleshill and adjacent wards;
- (j) **"Financial Viability Statement"** means the confidential assessment into the viability of the provision of Affordable Housing, Education Infrastructure Improvements, off-site recreation open space and playing fields, and public transport infrastructure as part of the Development entitled "Development Appraisal – Fagley Quarry – S106 Contributions by Dove Haigh Phillips Ltd, dated 19 March 2013";
- (k) **"First Owner's Land"** means the part of the Site registered at HM Land Registry under Title Number WYK231220;

- (l) **"Greengates Junction Works"** means works to improve the Harrogate Road / New Line junction;
- (m) **"Index"** means the Retail Price Index (All Items) published only or on behalf of H M Government including any other index (or document to the same effect) which replaces that Index;
- (n) **"Occupation" and "Occupied" and "Occupy" and "Occupiers"** 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;

(o) "Off Site Highway Works"

means: -

1. Amendments to the Harrogate Road/Pullen Avenue/Victoria Road roundabout, including the new site access ("**Harrogate Road Roundabout Works**");
2. New site access off Moorside Road including the widening of Moorside Road and provision of tactile paved pedestrian crossing points ("**Moorside Road Works**");
3. Signalisation of the Harrogate Road/Moorside Road priority crossroads junction ("**Harrogate Road/Moorside Road Signalisation Works**");
4. New site access off Whitaker Avenue including street lighting ("**Whitaker Avenue Works**");
5. Traffic Regulation Orders associated with the off-site highway works set out in 1 to 4 above;

(p) "Owners"

means collectively the First Owner and the Second Owner;

(q) "Owners' Land"

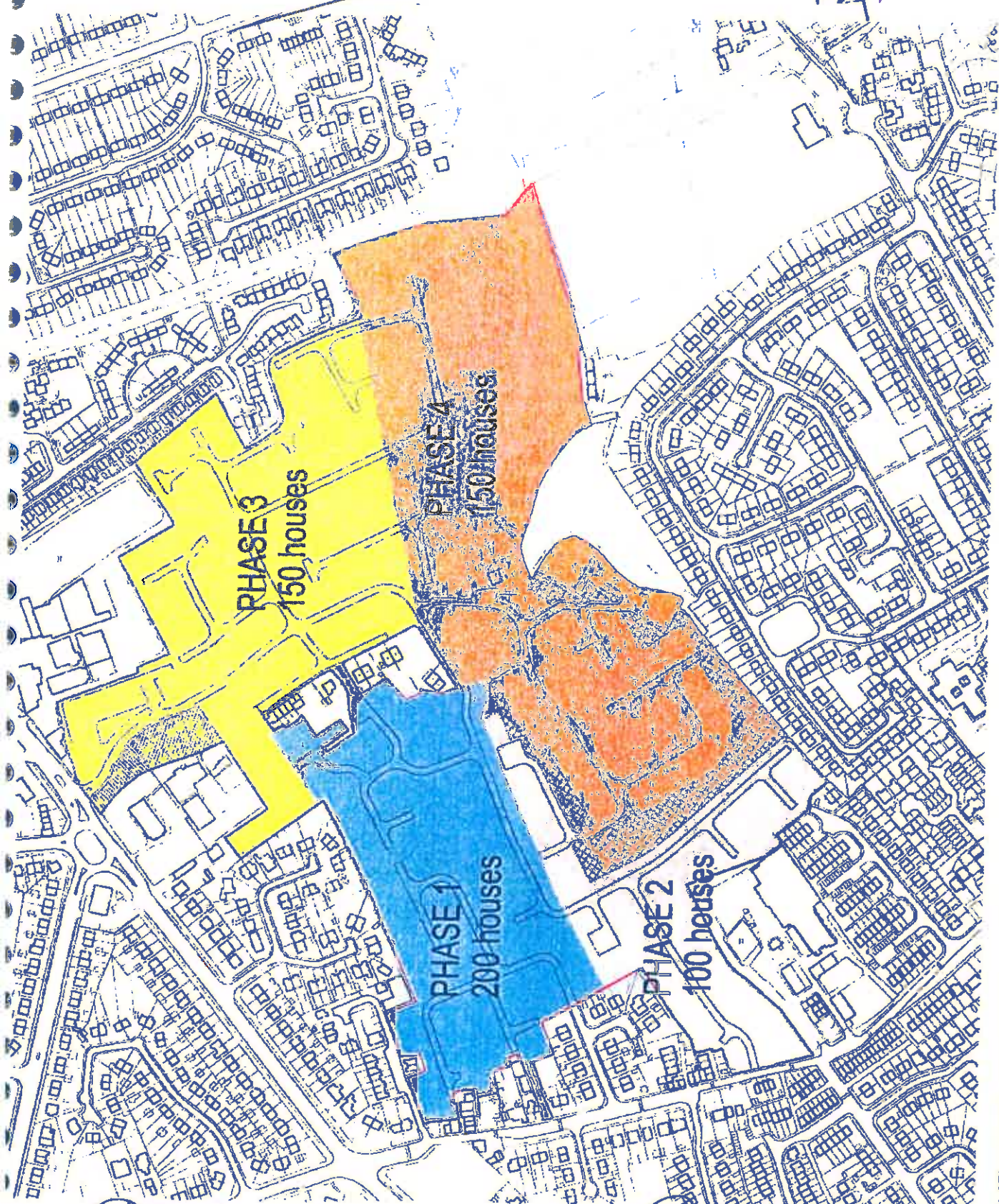
means collectively the First Owner's Land and the Second Owner's Land;

(r) "Phase"

means a phase as shown on the Phasing Plan and reference to "**Phases**" shall be construed accordingly;

- (s) **"Phasing Plan"** means the phasing plan attached to this Agreement subject to any variations to phasing that may be agreed in writing between the Council and the Owners.
- (t) **"Plan"** means the plan attached to this Agreement and marked "Plan";
- (u) **"Planning Permission"** means a planning permission to be granted for the Development pursuant to the Application substantively in the form as the draft attached as the Third Schedule;
- (v) **"Practical Completion"** means the stage when a Dwelling has been constructed and fitted out and is ready for Occupation;
- (w) **"RICS Guidance Note"** means the RICS guidance note entitled 'Financial viability in planning' (1st Edition) dated August 2012 (Ref: GN 94/2012) or any document which replaces, updates or amends the same;
- (x) **"Second Owner's Land"** means the part of the Site registered at HM Land Registry under Title Numbers WYK928036 and WYK927070;
- (y) **"Site"** means all that piece or parcel of land situated at Fagley Quarry, Fagley Lane, Bradford shown edged in red for identification purposes only on the Plan;

Wardleburn G. B. M.



INDICATIVE DENSITY PHASING PLAN FOR HARROGATE/MOORSIDE ROAD, ECCLESHILL

Alan
J. J. J. J.

Alan
J. J. J. J.

Amman

Amman "Plan"

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GM



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(z) **"Viability Reappraisal"**

means an updated report which shall be carried out in general accordance with the RICS Guidance Note assessing the amount of any of the items referred to in paragraphs of 2.3.1 to 2.3.4 (inclusive) of the First Schedule that can be viably provided in connection with each Phase of the Development Commenced beyond the third anniversary of the date of the Planning Permission to be submitted by the Owners to the Council as part of each AARM lodged with the Council beyond the third anniversary of the date of the Planning Permission such report to be based on the same methodology and the same assumptions (but updated to the date of the re-appraisal) as are utilised in the Financial Viability Statement and which shall include but shall not be limited to an appraisal of the provision of any of the items referred to in paragraphs of 2.3.1 to 2.3.4 (inclusive) of the First Schedule in connection with the Development;

(aa) **"1990 Act"**

means the Town and Country Planning Act 1990 (as amended) (or as redefined by any amendment, replacement or re-enactment of such Acts).

- 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 Where more than one person is included in the expressions "the Council" and "the Owners"

agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.

1.6 Any covenant by the Owners 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; and any covenants expressed to be given by the Owners shall impose a joint and several liability.

1.7 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.

1.8 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.

1.9 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 First Owner is the owner of the First Owner's Land.

2.3 The Second Owner is the owner of the Second Owner's Land.

2.4 The Council is the owner of that part of the Site registered at HM Land Registry under Title Numbers WYK784226, WYK825958 and WYK869657.

2.5 The Owners have 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.

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

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

2.9 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 Owners and successors in title and assigns of the Owners' Land.

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 the Commencement of Development.

3.3 Subject to clause 3.2 the Owners covenant with the Council so as to bind their respective interests in the Owners' Land to observe and perform the covenants and provisions in this Agreement and the First Schedule.

3.5 The Council covenants with the Owners to observe and perform the covenants and provisions in this Agreement and the First Schedule (where applicable) and the Second Schedule.

4. GENERAL

4.1 In this Agreement the expressions "the Council" shall include any successor to the Council as local planning authority and "the Owners" shall where the context so admits be deemed to include their respective 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 Owners 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 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 legal requirements how the Contribution payable under this Agreement (if applicable) are to be spent 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 Owners and the Council by the President of the Law Society or his deputy to be decided as provided below;

4.3.2 in the case of any matter relating to the Viability Reappraisal it shall be referred to a chartered surveyor agreed upon by the Parties or in default of agreement within one month appointed, on the application of either Party, by or at the direction of the President or appointed deputy for the time being of the Royal Institution of Chartered Surveyors; and

4.3.3 any matter referred to an independent chartered surveyor or independent solicitor or transportation engineer in accordance with the foregoing provisions shall be decided by such person as an expert not as an arbitrator and such independent person ("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 Owners 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 Owners it shall be marked for the attention of each the First Owner and the Second Owner individually bearing the reference "Fagley Quarry – 14/00208/MAO";
- 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 email john.eyles@bradford.gov.uk or such other contact person whose details may be notified by the Council to the Owners in writing from time to time bearing the reference 14/00208/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 only payment of costs or other payments are to be made by the Owners to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 4.6 The Owners 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 (subject to the provisions of clause 4.13 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 Owners 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 on appeal) after the date of the 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 or decreased sum will become due and be paid under the terms of this Agreement as if such increased or decreased sum shall have been included or referred to in this Agreement.

4.12 While the Second Owner acts in the capacity of trustees no individual trustee is to be personally liable for any breach of their obligations under this Agreement except to the extent of the value of the trust fund or estate held by them at the time they receive written notice of any claim.

4.13 The Owners covenant that is shall 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 in the sum of £1,400.

4.14 The Owners covenant to enter in to any necessary agreements under Section 38 and/or 278 of the Highways Act 1980 as amended prior to: -

4.14.1 the Commencement of Development of the ^{101st}~~201st~~ Dwelling in order to facilitate the completion of the Harrogate Road/Moorside Road Signalisation Works, together with any Traffic Regulation Orders associated with the Harrogate Road/Moorside Road Signalisation Works, or to procure prior to the Commencement of Development of the ^{101st}~~201st~~ Dwelling that the necessary agreements under Section 38 and/or 278 of the Highways Act 1980 as amended are entered into in order to facilitate the completion of those highway works and not to Occupy more than ¹⁵⁰~~200~~ Dwellings until it has carried out and completed the Harrogate Road/Moorside Road Signalisation Works;

4.14.2 the Commencement of Development of any Dwellings to be constructed on Phase 3 and / or 4 of the Development in order to facilitate the completion of the Harrogate Road Roundabout Works, together with any Traffic Regulation Orders associated with the

*on behalf of CSMOC + Fogarty LLP
Front 3 James Marshall
William Ross Marshall
James Ernest Marshall + Mark Andrew O'Brien*

Harrogate Road Roundabout Works, or to procure prior to the Commencement of Development of any Dwellings to be constructed on Phase 3 and / or 4 of the Development that the necessary agreements under Section 38 and/or 278 of the Highways Act 1980 as amended are entered into in order to facilitate the completion of those highway works and not to Occupy any Dwellings to be constructed on Phase 3 and / or 4 of the Development until it has carried out and completed the Harrogate Road Roundabout Works;

4.14.3 the Commencement of Development of any Dwellings to be constructed on Phase 2 of the Development in order to facilitate the completion of the Moorside Road Works, together with any Traffic Regulation Orders associated with the Moorside Road Works, or to procure prior to the Commencement of Development of any Dwellings to be constructed on Phase 2 of the Development that the necessary agreements under Section 38 and/or 278 of the Highways Act 1980 as amended are entered into in order to facilitate the completion of those highway works and not to Occupy any Dwellings to be constructed on Phase 2 of the Development until it has carried out and completed the Moorside Road Works;

B 4.14.4 the Commencement of Development of any of the Dwellings^{to be constructed as phase 1} in order to facilitate the completion of the Whitaker Avenue Works, together with any Traffic Regulation Orders associated with the Whitaker Avenue Works, or to procure prior to the Commencement of Development of any of the Dwellings^{to be constructed on phase 1} that the necessary agreements under Section 38 and/or 278 of the Highways Act 1980 as amended are entered into in order to facilitate the completion of the those highway works and not Occupy any of the Dwellings^{to be constructed on phase 1} until it has carried out and completed the Whitaker Avenue Works.

on behalf of CBMOC + Fagley LLP, Frank William Marshall, William Ross Marshall, James Ernest Marshall + Mark Andrew O'Brien.

FIRST SCHEDULE

(Owners' Planning Obligations / Covenants)

The Owners covenant with the Council as follows: -

1. CONTRIBUTION

1.1 In the event that the Council serves on the Owner the Greengates Junction Works Notice prior to 29 February 2016 the Owner shall pay to the Council the Contribution as follows: -

1.1.1 to pay to the Council £250,000.00 of the Contribution by 29 August 2016;

1.1.2 to pay to the Council a further £250,000.00 of the Contribution by 29 June 2017; and

1.1.3 to pay to the Council the balance of £500,000.00 of the Contribution by 31st December 2017

PROVIDED THAT it is agreed that in the event that the Commencement Date is later than the due date for payment of any part of the Contribution referred to in paragraphs 1.1.1 to 1.1.3 of this Schedule then (provided that the Greengates Junction Works Notice has been served on the Owners prior to 29 February 2016) the relevant instalment shall be payable forthwith on the subsequent due date in the event that the Commencement Date has by that time occurred and in the event that the Commencement Date has not occurred by 31st December 2017 then (again provided that the Greengates Junction Works Notice has been served on the Owners prior to 29 February 2016) the entire Contribution shall be payable forthwith within 20 working days of the Commencement Date.

1.2 In the event that the Council does not serve on the Owner the Greengates Junction Works Notice prior to 29 February 2016 the Owner shall pay to the Council the Contribution as follows: -

1.2.1 Not to Occupy more than 100 Dwellings until the Owners have paid £250,000.00 of the Contribution to the Council.

1.2.2 Not to Occupy more than 250 Dwellings until the Owners have paid a further

£250,000.00 of the Contribution to the Council.

1.2.3 Not to Occupy more than 375 Dwellings until the Owners have paid a further £250,000.00 of the Contribution to the Council.

1.2.4 Not to Occupy more than 500 Dwellings (or the final Dwelling if less than 500) until the Owners have paid the balance of £250,000.00 of the Contribution to the Council.

2. VIABILITY REAPPRAISAL

2.1 The Owners shall (at their own expense) submit to the Council a Viability Reappraisal as part of each and any AARM lodged with the Council beyond the third anniversary of the date of the Planning Permission.

2.2 Upon receipt of a Viability Reappraisal pursuant to paragraph 2.1 of this Schedule the Council shall as soon as reasonably practicable (and in any event within one month) provide the Owners with written notice of its acceptance or non-acceptance of the findings of the Viability Reappraisal (having regard to the Financial Viability Statement) **PROVIDED THAT:** -

2.2.1 if the Council acting reasonably does not accept findings of the Viability Reappraisal the Owners shall within one month of receipt of the Council's notice or such other period as agreed in writing with the Council submit to the Council a revised Viability Reappraisal;

2.2.2 upon receipt of any revised Viability Reappraisal pursuant to paragraph 2.2.1 of this Schedule the Council shall within one month provide the Owners with written notice of its acceptance or non-acceptance of the findings of the revised Viability Reappraisal having regard to the agreed acceptability of the Financial Viability Statement;

2.2.3 in the event that the Council does not accept the conclusions of the revised Viability Reappraisal the Parties shall either seek to agree a timetable for the resubmission of a further revised Viability Reappraisal or else any Party may invoke the provisions of clause 4.3 of this Agreement in respect of the acceptability or otherwise of the Viability Reappraisal.

2.3 In the event that the Viability Reappraisal (agreed in accordance with paragraph 2.2 of this Schedule) demonstrates that: -

2.3.1 the provision of Affordable Housing within that part or parts of the Site which (at the date of the Viability Reappraisal) are yet to be developed; and / or

2.3.2 the payment of a financial contribution towards Education Infrastructure Improvements; and / or

2.3.3 the payment of a financial contribution towards the provision of or enhancement to off-site recreation open space and playing fields; and / or

2.3.4 the payment of a financial contribution towards the provision of or enhancement to public transport infrastructure

is economically viable the Council and the Owners shall use reasonable endeavours to agree: -

2.3.5 an Affordable Housing Scheme; or

2.3.6 a financial contribution payable by the Owners to the Council towards the provision of and / or enhancement to Affordable Housing ("**Affordable Housing Contribution**"); or

2.3.7 a financial contribution payable by the Owners to the Council towards Education Infrastructure Improvements ("**Education Infrastructure Improvements Contribution**"); or

2.3.8 a financial contribution payable by the Owners to the Council towards the provision of or enhancement to off-site recreation open space and playing fields ("**Recreation Open Space Contribution**"); or

2.3.9 a financial contribution payable by the Owners to the Council towards the provision of or enhancement to public transport infrastructure ("**Public Transport Infrastructure Contribution**"); or

2.3.10 a combination of the requirements set out in 2.3.5 to 2.3.9

in each case commensurate with any scheme viability demonstrated by the Viability Reappraisal and thereafter the Owners shall implement the agreed Affordable Housing requirements and / or pay the financial contribution towards Education Infrastructure Improvements and / or pay the financial contribution towards the provision of or enhancement to off-site recreation open space and playing fields and / or pay the financial contribution towards the provision of or enhancement to public transport infrastructure.

- 2.4 In the event that the Development has not been completed prior to the third anniversary of the submission of the Viability Reappraisal in accordance with paragraph 2.1 of this Schedule the Owners shall submit to the Council a further Viability Reappraisal and the provisions of paragraphs 2.2 and 2.3 of this Schedule shall apply *mutatis mutandis* with a further Viability Reappraisal to be submitted on the third anniversary of the submission of each preceding Viability Reappraisal upon until the completion of the Development.

SECOND SCHEDULE

(Council's Covenants)

The Council hereby covenants with the Owners: -

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. The Council covenants that it will issue the Planning Permission within seven working days following the completion of this Agreement.
3. To issue a receipt on request for:
 - 3.1 each instalment of the Contribution; and
 - 3.2 if applicable the Affordable Housing Contribution, the Education Infrastructure Improvements Contribution, the Recreation Open Space Contribution and Public Transport Infrastructure 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.

Greengates Junction Improvements

5. When the Council is in a position to deliver the Greengates Junction Improvements, to include having obtained all necessary funding (actual or legally committed) required to deliver the Greengates Junction Improvements it may at its discretion serve notice on the Owners ("**Greengates Junction Improvements Notice**") confirming its commitment and ability to deliver the Greengates Junction Improvements and when it will commence carrying out the Greengates Junction Improvements **PROVIDED THAT** it is agreed that the Council will not serve the Greengates Junction Improvements Notice prior to Commencement of Development.

- 6 In the event that the Contribution is paid to the Council in accordance with: -
- 6.1 paragraph 1.1 of the First Schedule the Council will apply each instalment of the Contribution towards the Greengates Junction Improvements the need for which directly arises from the Development and not to apply the 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; or
- 6.2 paragraph 1.2 of the First Schedule the Council will apply each instalment of the Contribution towards the Education Infrastructure Improvements the need for which directly arises from the Development and not to apply the 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.
- 7 If applicable, to apply any sum received in accordance with paragraph 3.2 of this Schedule solely for the purposes set out in this Agreement the need for which directly arises from the Development and not to apply any sum received in accordance with paragraph 3.2 of this Schedule 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

- 8 That in the event the Contribution and, if applicable, any sum or sums received in accordance with paragraph 3.2 of this Schedule or any part or parts thereof are not expended within seven years of the date of payment of the final instalment 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.

THIRD SCHEDULE

(Draft Decision Notice)

DRAFT CONDITIONS

Application Number: 14/00208/MAO

Proposal: This is an planning application for the construction of a residential development scheme (C3) for upto 600 dwellings including detailed means of access with ancillary local centre (Uses A1 to A5 up to 2000 sq m gross), demolition of onsite buildings, a nursery (D1 Use) and fixed surface infrastructure associated with existing uses

Location: Land at Fagley Quarry, Fagley Lane, Bradford.

Conditions of Approval:

1. Submission of details

Application for approval of the matters reserved by this permission for subsequent approval by the Local Planning Authority shall be made not later than:

- a) the expiration of 3 years beginning with the date of this notice for the first phase of the development; and,
- b) no later than the expiration of 7 years beginning with the date of this notice for the final phase of development

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

2. Time limit

The development to which this notice relates must be begun not later than the expiration of two years from the date of the approval of the matters reserved by this permission for subsequent approval by the Local Planning Authority, or in the case of approval of such matters on different dates, the date of the final approval of the last of such matters to be approved.

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

3. Reserved matters to be approved

Before any development within any phase is begun, plans showing the:

- i) access within the site,
- ii) appearance,
- iii) landscaping,
- iv) layout, and,
- v) scale

must be submitted to and approved in writing by the Local Planning Authority.

Reason: To accord with the requirements of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995.

4. Phasing of development

Notwithstanding the details submitted, no development shall take place until a phasing scheme for the erection of the dwellings, provision of landscaped areas and areas of open space, and, other infrastructure 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: For the avoidance of doubt and to accord with policies UR3 and D1 of the Replacement Unitary Development Plan.

5. Site Investigation Scheme

Unless otherwise agreed in writing with the Local Planning Authority, prior to each phase of development commencing, a Phase 2 site investigation and risk assessment methodology to assess the nature and extent of any contamination on the site, whether or not it originates on the site, must be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors and to comply with policy UR3 of the Replacement Unitary Development Plan.

6. Site Investigation Implementation

Unless otherwise agreed in writing with the Local Planning Authority, prior to each phase of development commencing, the Phase 2 site investigation and risk assessment must be completed in accordance with the approved site investigation scheme. A written report, including a remedial options appraisal scheme, 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.

7. Remediation strategy

Unless otherwise agreed in writing with the Local Planning Authority, a detailed remediation strategy for each phase of development, 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.

8. Remediation verification

Unless otherwise agreed in writing with the Local Planning Authority, a remediation verification report for each phase of development 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.

9. Unexpected contamination

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 also 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.

10. Materials importation

A methodology for quality control of any material brought to the site for use in filling, level raising, landscaping and garden soils for each phase of the development shall be submitted to, and approved in writing by the Local Planning Authority prior to materials being brought to site. Relevant evidence and a quality control 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 comply with policy UR3 of the Replacement Unitary Development Plan.

11. Restoration of quarry

Unless otherwise agreed in writing by the Local Planning Authority, no works shall take place in connection with the construction of the dwellings or associated infrastructure hereby approved, within the area covered by planning permission 11/00473/MVC (or any relevant subsequent planning permission for the working and restoration of the Radfield and Fagley Quarry areas) until written confirmation has been received from the Local Planning Authority that the restoration of the Radfield and Fagley Quarry areas has been satisfactorily completed.

Reason: To ensure that the part of the proposal site formerly quarried is restored in accordance with the terms of the relevant quarrying permission prior to residential development of the site, in the interest of clarity, residential amenity, site stability and landscape quality, in accordance with policies UR3, D5, NR3, NR4 and P6 of the replacement Unitary Development Plan.

12. Junction improvements

Apart from the dwellings served off Whitaker Avenue, no phase of the development shall commence until the improved Harrogate Road/Fagley Lane junction has been laid out, surfaced and drained in accordance with a specification to be submitted to and approved in writing by the Local planning Authority. The development shall then be carried out in full accordance with the approved details.

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

13. Construct access before commencement

Before any works towards construction of phase 1 of the development commence on site, the proposed means of vehicular and pedestrian access hereby approved shall be laid out, hard surfaced, sealed and drained within the site to base course level in accordance with the approved plan 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 Replacement Unitary Development Plan.

14. New highways: phased development

Before any part of the development is brought into use the proposed highway serving the site shall be laid out, hard surfaced, sealed and drained within the site to base course level in accordance with the approved plan and to a constructional specification approved in writing by the Local Planning Authority. As and when a phase or the whole development is completed the final road surfacing and drainage relating to that phase or the whole development, whichever shall apply, shall be laid out and the street lighting installed.

Reason: To ensure that adequate and safe access is provided in the interests of highway safety and to accord with Policy TM19A of the Replacement Unitary Development Plan

15. Visibility splays: 900mm height limit

Before any part of the development is brought into use, the visibility splays hereby approved on plan shall be laid out and there shall be no obstruction to visibility exceeding 900mm in height within the splays so formed above the road level of the adjacent highway.

Reason: To ensure that visibility is maintained at all times in the interests of highway safety and to accord with Policy TM19A of the Replacement Unitary Development Plan.

16. Provision of domestic parking before use

Before the occupation of each dwelling, the off street car parking facility shall be laid out, hard surfaced, sealed and drained within the curtilage of the site in accordance with the approved drawings. The gradient shall be no steeper than 1 in 15 except where otherwise approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and to accord with Policy TM12 of the Replacement Unitary Development Plan.

17. Preventive measures: mud on highway

The developer shall prevent any mud, dirt or debris being carried on to the adjoining highway as a result of the site construction works. Details of such preventive measures shall be submitted to and approved in writing by the Local Planning Authority before development commences and the measures so approved shall remain in place for the duration of construction works on the site unless otherwise agreed in writing by the Local Planning Authority.

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

18. Construction site management: details required

Notwithstanding the provision of Class A, Part 4 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995, or any subsequent legislation, prior to the commencement on site of each phase on the development hereby permitted, a plan specifying arrangements for the management of the construction site has been submitted to and approved in writing by the Local Planning Authority. The construction plan shall include the following details:

- i) full details of the contractor's means of access to the site including measures to deal with surface water drainage;
- ii) hours of delivery of materials;
- iii) location of site management offices and/or sales office;
- iv) location of materials storage compounds, loading/unloading areas and areas for construction vehicles to turn within the site;

- v) car parking areas for construction workers, sales staff and customers;
- vi) the extent of and surface treatment of all temporary road accesses leading to compound/storage areas and the construction depths of these accesses, their levels and gradients;
- vii) temporary warning and direction signing on the approaches to the site

The construction plan details as approved shall be implemented before the development hereby permitted is begun and shall be kept in place, operated and adhered to at all times until the development is completed. In addition, no vehicles involved in the construction of the development shall enter or leave the site of the development except via the temporary road access comprised within the approved construction plan.

Reason: To ensure the provision of proper site construction facilities on the interests of highway safety and amenity of the surrounding environment and its occupants and to accord with Policies TM2 and TM19A of the Replacement Unitary Development Plan.

19. Section 278

Unless otherwise agreed in writing by the Local Planning Authority, no development shall take place until an Agreement with the Local Planning Authority has been made under Section 278 of the Highways Act 1980 to provide the new junction/highway improvements at Harrogate Road/Fagley Lane as shown on the approved plans.

Reason: In the interests of highway safety and to accord with policies UR3 and D1 of the Replacement Unitary Development Plan

20. Travel Plan

The Travel Plan shall be implemented in accordance with the travel plan administration and promotion details and travel plan measures set down in the travel plan framework document submitted by Bryan G Hall (document reference no. 10-293-004.1) The Travel Plan will be reviewed, monitored and amended as necessary on an annual basis to achieve the aims and targets of the Plan.

Reason: To promote sustainable travel options, minimise reliance on the private car and reduce traffic congestion and demand for on street parking in the locality, in the interests of pedestrian and highway safety.

21. Materials

Prior to any building works for each phase of the development commencing on site, arrangements shall be made with the Local Planning Authority for the inspection of all facing and roofing materials to be used in the development hereby permitted. The samples shall then be approved in writing by the Local Planning Authority and the development constructed in accordance with the approved details.

Reason: To ensure the use of appropriate materials in the interests of visual amenity and to accord with Policies UR3 and D1 of the Replacement Unitary Development Plan.

22. Separate foul/surface water drainage

The site shall be developed with separate systems of drainage for foul and surface water on and off site.

Reason: In the interests of satisfactory and sustainable drainage and to comply with policy UR3 of the Replacement Unitary Development Plan.

23. Balancing works

Prior to each phase of the development commencing on site, details of a scheme for foul and surface water drainage, including any balancing works or off-site works, have been submitted to and approved in writing by the Local Planning Authority. Surface water must first be investigated for potential disposal through use of sustainable drainage techniques and the developer must submit to the Local Planning Authority a report detailing the results of such an investigation together with the design for disposal of surface water using such techniques or proof that they would be impractical. The scheme so approved shall thereafter be implemented prior to the first occupation of a dwelling.

Reason: To ensure proper drainage of the site and to accord with policy UR3 of the Replacement Unitary Development Plan.

24. No piped discharge

Unless otherwise agreed in writing by the Local Planning Authority, there shall be no piped discharge of surface water from the development prior to the completion of the approved surface water drainage works and no buildings shall be occupied or brought into use prior to the completion of the approved foul drainage works and no buildings shall be occupied or brought into use prior to the completion of the approved foul drainage works.

Reason: To ensure that no foul or surface water discharges take place until proper provision has been made for their disposal and to accord with policy UR3 of the Replacement Unitary Development Plan.

25. Sewer easement

Unless otherwise agreed in writing by the Local planning Authority, no building or other obstruction shall be located over or within 3.0 (three) metres either side of the centre line of the sewers which cross the site.

Reason: In order to allow sufficient access for maintenance and repair work at all times and to accord with policy UR3 of the Replacement Unitary Development Plan.

26. Archaeological recording

A) No demolition or development associated with this planning permission shall take place until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall include an assessment of significance and research questions; and:

- i) The programme and methodology of site investigation and recording,
- ii) The programme for post investigation investment,
- iii) Provision to be made for analysis of the site investigation and recording,
- iv) Provision to be made for publication and dissemination of the analysis and records of the site investigation,
- v) Provision to be made for archive deposition of the analysis and records of the site investigation,
- vi) Nomination of a competent person or persons/organisation

B) No demolition/development shall take place other than in accordance with the Written Scheme of Investigation approved under (A) above.

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition (A) and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: To ensure that any archaeological/architectural features are recorded or preserved in accordance with an agreed scheme and to ensure compliance with policy BH3 of the Replacement Unitary Development Plan.

27. Root protection plan

The development shall not be begun, nor shall there be any demolition, site preparation, groundworks, tree removals, or materials or machinery brought on to the site until Temporary Tree Protective Fencing is erected in accordance with the details submitted on a tree protection plan to BS 5837 (2005) approved by the Local Planning Authority. The Temporary Tree Protective Fencing shall be erected in accordance with the approved plan, or any variation subsequently approved, and remain in the location for the duration of the development. No excavations, engineering works, service runs and installations shall take place between the Temporary Tree Protective Fencing and the protected trees 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, NE5 and NE6 of the Replacement Unitary Development Plan.

28. Construction hours

No construction work of any kind shall take place outside the hours of 07.30 to 18.00 Mondays to Fridays and from 07.30 to 13.30 on Saturdays and not at all on Sundays, Bank or Public Holidays.

Reason: In the interests of the amenities of neighbouring residents and to accord with Policy UR3 of the Replacement Unitary Development Plan.

29. Electric vehicle charging points

Every property built on the site with a dedicated parking space shall be provided with an outdoor, weatherproof electric vehicle charging point readily accessible from the dedicated parking space. Additional communal electric vehicle recharging points shall be provided at a rate of 1 per every 10 communal parking bays. The electrical circuits shall comply with the Electrical requirements of BS7671: 2008 as well as conform to the IET code of practice on Electric Vehicle Charging Equipment installation 2012 ISBN 978-1-84919-515-7 (PDF). All EV charging points shall be clearly marked as such and their purpose explained to new occupants within their new home welcome pack / travel planning advice.

Reason: To facilitate the uptake of low emission vehicles by future occupants and reduce the emission impact of traffic arising from the development in line with the council's Low Emission Strategy and National Planning Policy Framework (Paragraph 35).

30. Construction Environmental Management Plan

Prior to commencement of the development a Construction Environmental Management Plan (CEMP) for minimising the emission of dust and other emissions to air during the demolition, site preparation and construction phases of the development shall be submitted to and approved in writing by the Local Planning Authority. The CEMP must be prepared with due regard to the guidance set out in the London Best Practice Guidance on the Control of Dust and Emissions from Construction and Demolition. All works on site shall be undertaken in accordance with the approved CEMP unless otherwise agreed in writing by the Local Planning Authority.

Reason: To protect amenity and health of surrounding residents in line with the Council's Low Emission Strategy and National Planning Policy Framework.

31. Design Code

Before any development within any phase is begun a Design Code relating to appearance, landscaping, layout and scale and access within the site shall be submitted to and approved in writing by the Local Planning Authority. The Design Code shall include measures to protect the setting of the heritage assets within and adjacent to the site. The development shall be carried out in accordance with the approved Design Code.

Reason: In the interest of visual amenity and to accord with Policies UR3 and D1 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.

96926 A

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

P D 71

Authorised by the
Assistant City Solicitor


EXECUTED AS A DEED (but not delivered)
until the date hereof) BY)
FAGLEY LLP)
acting by)

Member 

Member 

EXECUTED AS A DEED BY
FRANK WILLIAM MARSHALL

in the presence of:



Signature *D. Larner*

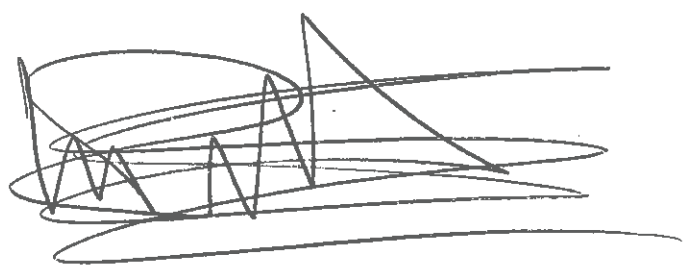
Name of witness DENISE LARNER

Address 10 HARBOUR CRESCENT
WIBSEY
BRADFORD
BD6 3QG

Occupation BOOK KEEPER

EXECUTED AS A DEED BY
WILLIAM ROSS MARSHALL

in the presence of:



Signature *D. Larner*

Name of witness DENISE LARNER

Address 10 HARBOUR CRESCENT
WIBSEY
BRADFORD
BD6 3QG

Occupation BOOK KEEPER

EXECUTED AS A DEED BY
JAMES ERNEST MARSHALL



in the presence of:

Signature *D. Larnor*

Name of witness DENISE LARNOR

Address 10 HARBOUR CRESCENT
WIBSEY
BRADFORD
BD6 3QG

Occupation BOOK-KEEPER

EXECUTED AS A DEED BY
MARK ANDREW O'BRIEN

in the presence of:

Signature *D. Larnor*



Name of witness DENISE LARNOR

Address 10 HARBOUR CRESCENT
WIBSEY
BRADFORD
BD6 3QG

Occupation BOOK-KEEPER