

DATED 7 December 2018

(1) LEEDS CITY COUNCIL

(2) AMPERSAND HOMES LIMITED

(3) KMRE (ARMLEY) LIMITED

AGREEMENT
under section 106 Town and Country Planning
Act 1990 relating to
land at the former Tower Works, Moorfield Road,
Armley, Leeds

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 07 DAY OF Dec 2018

Pinsent Masons LLP Pinsent Masons LLP

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BETWEEN:-

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, LS1 1UR (the "**Council**");
- (2) **AMPERSAND HOMES LIMITED** (No 05953663) whose registered office is at Sloane Square House, 1 Holbein Place, Sloane Square, London SW1W 8NS (the "**Owner**"); and
- (3) **KMRE (ARMLEY) LIMITED** (No 08651446) whose registered office is at 1 & 2 Northwest Business Park, Leeds, West Yorkshire LS6 2QH (the "**Developer**")

WHEREAS:-

- (A) By virtue of the 1990 Act the Council is the Local Planning Authority for the purposes of this Agreement for the area in which the Land is situated and is the Local Planning Authority by whom the planning obligations hereby created are enforceable.
- (B) The Owner is the registered freehold proprietor with absolute title of all that Land registered at HM Land Registry under Title Numbers WYK902665, WYK523123 and WYK648906.
- (C) KMRE Group Limited submitted the Application on behalf of the Developer and the Developer intends to carry out the Development.
- (D) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered into by the Covenantors.
- (E) The Covenantors by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to section 106 of the 1990 Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

1. DEFINITIONS AND INTERPRETATION

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

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Application"	means the outline application (reference number 16/04457/FU) registered by the Council on 15 July 2016 for the laying out of access road and construction of 25 (twenty-five) apartments and 26 (twenty-six) houses
"Chief Planning Officer"	means the Chief Planning Officer of the Council for the time being or such other officer of the Council nominated by him for the purposes of this Agreement
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in section 56(4) 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 investigations, diversion and laying out of services, site and soil surveys, erection of a contractor's work compound, erection of a site office and erection of fencing to the site boundary and " Commence Development " and " Commencement " shall be

	construed accordingly
"Costs"	means the total of all of the costs incurred by the Covenantors in connection with the Development the types of which are shown in the Viability Assessment Template
"Council's Assessor"	means such suitably qualified and experienced assessor who is a professional member of RICS of not less than 10 (ten) years' experience to be agreed by the Covenantors and the Council
"Covenantors"	means the Owner and the Developer together
"Development"	means the development of the Land in accordance with the Planning Permission
"Dwellings"	means the residential units (be that houses, flats or maisonettes) together with garages and curtilages that may be built on the Land as part of the Development and "Dwelling" shall be construed accordingly
"Expert"	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Deed or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society
"Land"	means all that land situate at the former Tower Works, Moorfield Road, Armley, Leeds being the land edged red on Plan 1 and registered a the Land Registry under Title Numbers WYK902665, WYK523123 and WYK648906
"Occupation"	means occupation for the purposes of 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 "Occupant" , "Occupy" and "Occupier" shall be construed accordingly
"Off-Site Greenspace Contribution"	means a financial contribution for the provision of off-site greenspace in accordance with Policy G4 of the Leeds Core Strategy the precise value of which will be calculated in accordance with paragraph 4 of Schedule 1 but shall be limited to £176,130.29 (one hundred and seventy six thousand, one hundred and thirty pounds, twenty nine pence) to be expended on greenspace improvements at Armey and/or Gotts Park' Leeds or vicinity thereof which may include access and signage improvements
"Plan 1"	means the plan appended to this Agreement at 0 and labelled Site Location Plan with drawing number 1459-100
"Planning Permission"	means a planning permission to be granted pursuant to the Application, the draft of which is appended at 0
"Reasonable Endeavours"	means it is agreed by the parties that the party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public

inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable

"Revenues"

means the total of all of the revenues secured by the Covenantors from the Development the types of which are shown in the Viability Assessment Template and which include actual sales/letting capital values for all Dwellings for which a disposal has been made, or where it has not, an estimate of such values as is made by the Covenantors based on previous disposals

"Surplus"

means the sum agreed as part of any Viability Review representing the residual profit of the Development in excess of 17.5%

"Viability Assessment"

means an open book assessment prepared by or on behalf of the Covenantors in connection with the whole of the Development in accordance with the Viability Assessment Template

"Viability Assessment Template"

means the template form for the Viability Assessment attached to this Deed at Appendix 3

"Viability Review"

means the review of the Viability Assessment by the Council's Assessor with the purpose of determining the viability of the Development at the Viability Review Date (as applicable) in order to calculate whether any Off-Site Greenspace Contribution is payable and the amount of such payment

"Viability Review Date"

means the date upon which the pre-conditions in paragraphs 4.2.1 and 4.2.2 of Schedule 1 are satisfied

"Working Day"

means any day other than a Saturday, Sunday or statutory bank holiday

1.2 Where the context so requires:-

- 1.2.1 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine and neuter genders and extend to include a corporation sole or aggregate;
- 1.2.2 references to any party or body in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any successor Local Planning Authority exercising planning powers under the 1990 Act;
- 1.2.3 wherever there is more than one person named as a party and where more than one party undertakes a covenant all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 1.2.4 any covenant by a party not to do any act or thing shall be deemed to include a covenant not to cause, permit, procure or suffer the doing of that act or thing;
- 1.2.5 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;

1.2.6 references to Clauses, paragraphs, and Schedules are references to clauses, paragraphs, and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;

1.2.7 the headings and contents list are for reference only and shall not affect construction.

2. OPERATIVE PROVISIONS

2.1 This Agreement is a planning obligation made in pursuance of section 106 of the 1990 Act (as substituted by section 12 of the Planning and Compensation Act 1991) and to the extent that the covenants in this Agreement are not made under section 106 of the 1990 Act they are made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other powers so enabling.

2.2 The covenants, restrictions and requirements imposed upon the Covenantors under this Agreement create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as Local Planning Authority against the Covenantors.

3. CONDITIONALITY

The Covenantors' obligations in Clause 4.1 below (save for any pre-Commencement obligations) are conditional upon:-

3.1 the grant of the Planning Permission; and

3.2 the Commencement of Development.

4. PLANNING OBLIGATIONS

4.1 From the date ascertained pursuant to Clause 3 above the Covenantors hereby covenant with the Council that the Land shall permanently be subject to the restrictions and provisions regulating the Development and use thereof specified in Schedule 1 of the Agreement.

4.2 The Council hereby covenants with the Covenantors to comply with the obligations contained in Schedule 2 of this Agreement.

5. MISCELLANEOUS

5.1 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 occurring after it has parted with its interest in the Land 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).

5.2 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

5.3 The obligations hereby created shall be registered as a Local Land Charge.

5.4 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

5.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Covenantors) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 5.6 If pursuant to Clause 5.5 this Agreement shall terminate and cease to have effect the Council shall immediately remove any entry relating to this Agreement from the Register of Local Land Charges.
- 5.7 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.
- 5.8 In the event that an application is made pursuant to section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the 1990 Act.
- 5.9 Insofar as any Clause or Clauses of this Agreement 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 Agreement.
- 5.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted after the date of this Agreement.
- 5.11 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers, duties and obligations in any capacity as a local or public authority.

6. NOTIFICATION

- 6.1 All notices, requests and demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows (or to such other address as the party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other parties as its address for the purposes of this Clause 6):-

to the Council care of the Chief Planning Officer at Merrion House, 110 Merrion Centre, Leeds LS2 8BB quoting the Application reference number 16/04457/FU; and

to the Owner and the Developer at their respective addresses shown on page 1 of this Agreement.

7. THIRD PARTIES

No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this Clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

8. 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 Agreement 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.

9. LEGAL COSTS

The Owner shall pay to the Council its reasonable legal fees prior to completion of this Agreement.

10. CHANGE IN OWNERSHIP

The Covenantors covenant with the Council to provide the Council with immediate written notice of any change in ownership of any of their interests in the Land occurring before all the obligations under this Agreement 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 Land or unit of occupation purchased by reference to a plan.

11. VAT

All consideration given in accordance with the terms of this Agreement all be exclusive of any Value Added Tax properly payable.

12. DISPUTE PROVISIONS

12.1 Any dispute arising between the parties relating to any matter contained in this Deed may be referred to the Expert by any party.

12.2 The Expert will act as an expert and not as an arbitrator.

12.3 Each party will bear its own costs and the Expert's costs will be paid as determined by him.

12.4 The Expert will be required to give notice to each of the parties, inviting each of them to submit to him written representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision.

12.5 The Expert's decision will be given in writing as expediently as possible with reasons and in the absence of manifest error will be final and binding on the parties.

13. JURISDICTION

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

14. DELIVERY

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

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

SCHEDULE 1

THE COVENANTORS' OBLIGATIONS

1. NOTIFICATION

The Covenantors covenant with the Council:-

- 1.1 to notify the Council of Occupation of the 44th Dwelling;
- 1.2 to notify the Council of Occupation of the 45th Dwelling;
- 1.3 to notify the Council of Occupation of the 50th Dwelling; and
- 1.4 to notify the Council of Occupation of the 51st Dwelling.

2. VIABILITY ASSESSMENT

The Covenantors covenant with the Council:-

- 2.1 that the Viability Assessment will be prepared in the form of the Viability Assessment Template and shall be carried out in accordance with the notes and appraisal inputs detailed in the Viability Assessment Template;
- 2.2 to submit the Viability Assessment to the Council prior to Occupation of the 45th Dwelling; and
- 2.3 not to Occupy more than 44 (forty-four) Dwellings until the Viability Assessment has been submitted to the Council.

3. PROPOSALS FOR OFF-SITE GREENSPACE CONTRIBUTION

The Covenantors covenant with the Council:-

- 3.1 to submit a written statement to the Council together with the Viability Assessment confirming:
 - 3.1.1 whether a Surplus has arisen;
 - 3.1.2 the value of any Surplus; and
 - 3.1.3 the proposed value of any Off-Site Greenspace Contribution.
- 3.2 Within 10 (ten) Working Days of receipt of a Viability Assessment (unless otherwise agreed between the Council and the Owners), the Council shall either:-
 - 3.2.1 confirm in writing to the Covenantors that it has received a valid Viability Assessment (the "**Validation Date**"); or
 - 3.2.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 3.2 shall amount to agreement of any of the matters contained in the Viability Assessment nor preclude the Council from seeking further relevant information during the course of negotiations provided that seeking further relevant information shall not be a reason for delaying the Viability Assessment if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 3.2.2 above.

- 3.3 On receipt of any reasonable request for further information, the Covenantors shall as soon as reasonably practicable and in any case within 10 (ten) Working Days (or such longer period as may be agreed between the Council and the Covenantors) of such request provide the Council with the

information requested whereupon the Council shall confirm receipt of a valid Viability Assessment in writing (and such date shall then be deemed the Validation Date).

- 3.4 The Covenantors acknowledge that during the course of negotiations pursuant to paragraph 4 and 5 below, the Council or the Council's Assessor shall be entitled to seek such further information as either deems relevant or reasonable to settle the Viability Assessment and/or the Off-Site Greenspace Contribution with which the Covenantors shall comply as outlined in paragraph 3.3 above using all Reasonable Endeavours.

4. VIABILITY REVIEW

- 4.1 The Covenantors covenant to pay to the Council the costs of the Council's Assessor which are reasonably and properly incurred in relation to the Viability Review within 10 (ten) Working Days of receipt of the Validation Date.
- 4.2 The Council will commission an independent assessment by the Council's Assessor of any valid Viability Assessment it receives within 10 (ten) Working Days following both the:
- 4.2.1 receipt of a valid Viability Assessment; and
 - 4.2.2 payment of the costs referred to at paragraph 4.1 above.
- 4.3 The Council's Assessor will complete the Viability Review within 20 (twenty) Working Days or such other timescale as is to be agreed in writing between the parties.
- 4.4 If the Viability Review is not completed within the 20 (twenty) Working Days referred to at 4.3 above or such other timescale as is to be agreed in writing between the parties then the Covenantor or either of them may refer the matter for dispute resolution pursuant to Clause 12.
- 4.5 The Council will notify the Covenantors upon receipt in writing when the Council's Assessor has completed the Viability Review and provide a copy of the relevant report of the Council's Assessor to the Covenantors.

5. OFF-SITE GREENSPACE CONTRIBUTION

The Covenantors covenant:-

- 5.1 that the Surplus shall be calculated in accordance with the following formula:

$$A = B - C$$

where:

A = the amount of the Surplus;

B = the total value of all Revenues; and

C = the total value of all Costs;

- 5.2 that any Off-Site Greenspace Contribution shall be 100% of the Surplus subject to a cap of £176,130.29; and
- 5.3 that in the event that the Surplus is a negative figure (i.e. a deficit) then no Off-Site Greenspace Contribution shall be payable.
- 5.4 within 20 (Working Days) or such other timescale as is to be agreed in writing between the parties as set out in paragraph 4.3) commencing on the Validation Date (unless otherwise agreed between the parties) the Council (or the Council's Assessor) and the Covenantors will use Reasonable Endeavours to agree:
- 5.4.1 the Viability Review; and

5.4.2 any Off-Site Greenspace Contribution.

- 5.5 in the event that the Council and the Covenantors are unable to agree the value of the Off-Site Greenspace Contribution within 20 (Working Days) or such other timescale as is to be agreed in writing between the parties as set out in paragraph 4.3) of the submission of the Validation Date, either party may refer the matter to dispute resolution (to be determined by the appropriate Expert) pursuant to clause 12 to determine the Off-Site Greenspace Contribution.
- 5.6 to pay to the Council the value of any Off-Site Greenspace Contribution which has been agreed pursuant to this Schedule or determined pursuant to paragraph 5.5 of this Schedule within 20 (twenty) Working Days of such agreement or determination;
- 5.7 not to Occupy the 51st Dwelling until the Off-Site Greenspace Contribution has been paid to the Council.

SCHEDULE 2

THE COUNCIL'S COVENANTS

The Council covenants with the Covenantors:-

1. to issue separate receipts on request for any sum paid to the Council under this Agreement; and
2. to use any Off-Site Greenspace Contribution it receives for the purpose set out under this Agreement.

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **LEEDS CITY COUNCIL** in the presence of:-

)
)
)
)
)

Name **PHILIPPA PLUMTREE-VARLEY**

Signature *Philippa Plumtree-Varley*

Job Title

Philippa Plumtree-Varley
Development Team Leader
Legal Services

EXECUTED as a Deed (but not delivered until dated) by **AMPERSAND HOMES LIMITED** acting by a director and its secretary or two directors

)
)
)
)
)

Director

[Signature]

Director/Secretary

[Signature]

EXECUTED as a Deed (but not delivered until dated) by **KMRE (ARMLEY) LIMITED** acting by a director and its secretary or two directors

)
)
)
)
)

Director

[Signature]

WITNESS:

~~Director/Secretary~~

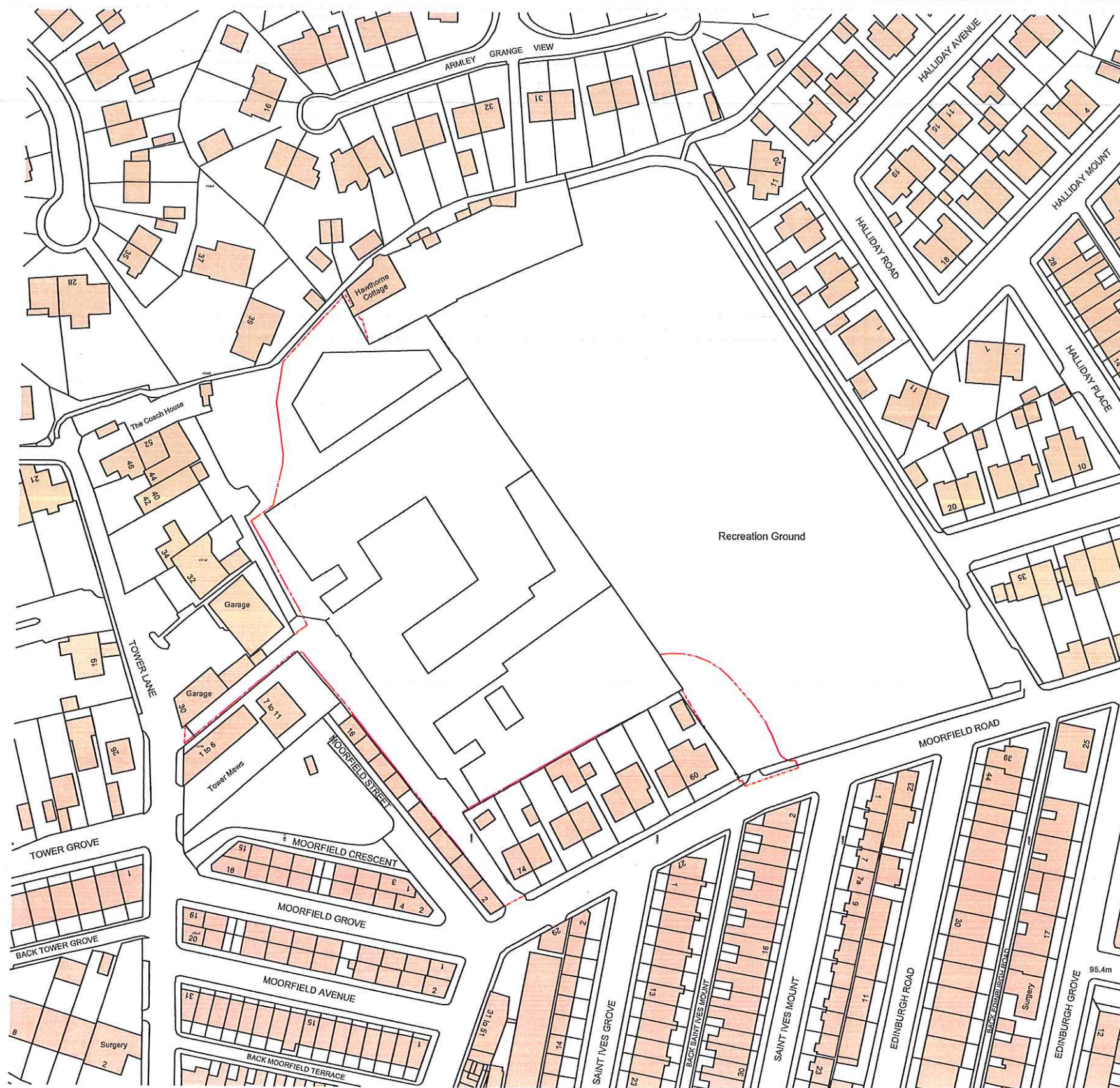
[Signature]

JASON PARRILL

HEAD OF DEVELOPMENT

APPENDIX 1

PLAN 1



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DISCLAIMER

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ADDITIONAL NOTES

ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE BUILDING REGULATIONS AND THE REQUIREMENTS OF THE LOCAL AUTHORITY

Signature
Moorfield - Valley

Seal No. 98380

REV	DESCRIPTION	DRW	CHKD	DATE
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LOROC

CLIENT
KMRE GROUP

PROJECT
TOWER WORKS, ARMLEY

TITLE
SITE LOCATION PLAN

SCALE	1:1250 @ A3	DATE	07-2016
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DRAWING NO.	1459-100	REVISION	
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DRAWN BY	RH	CHECKED BY	JC
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PURPOSE OF ISSUE

<input checked="" type="radio"/> PLANNING	<input type="radio"/> BUILDING REGS	<input type="radio"/> TENDER
<input type="radio"/> APPROVAL	<input type="radio"/> COMMENT	<input type="radio"/> CONSTRUCTION

LOROC ARCHITECTS
25A PARK SQUARE WEST,
LEEDS, LS1 2PW
T: 0113 233 7755 F: 0113 243 4806 W: www.loroc.co.uk

ADDITIONAL COMMENTS DENOTED ON DWG AREA AS (CDM)

CDM 2015

PERCEIVED SIGNIFICANT RESIDUAL RISKS THAT ARE EITHER / OR ANY COMBINATION OF THE FOLLOWING:
NOT OBVIOUS ■ UNUSUAL ■ DIFFICULTY TO MANAGE

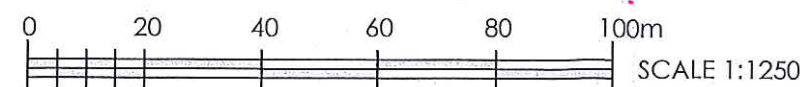
AREA

CONSTRUCTION

USE

MAINTENANCE

DECOMMISSION



APPENDIX 2

DRAFT DECISION NOTICE

DRAFT

Applicant KMRE Group Ltd

Application Number: 16/04457/FU

Agent: Roger Lee Planning Ltd
18 Leeds Road
Methley
Leeds
LS26 9EQ

Proposed Development At: Tower Works, Moorfield Road, Armley, Leeds

Proposal: Laying out of access road and construction of 25 apartments and 24 houses

- 1) The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Imposed pursuant to the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2) The development hereby permitted shall be carried out in accordance with the approved plans listed in the Plans Schedule.

For the avoidance of doubt and in the interests of proper planning.

- 3) No building works shall take place until details and samples of all external walling and roofing materials have been submitted to and approved in writing by the Local Planning Authority. Samples shall be made available on site prior to the commencement of building works, for inspection by the Local Planning Authority which shall be notified in writing of their availability. The building works shall be constructed from the materials thereby approved.

In the interests of visual amenity.

- 4) Notwithstanding the approved details, before development is commenced full details of cycle/motorcycle parking and facilities shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the approved cycle/motorcycle parking and facilities have been provided. The facilities shall thereafter be retained for the lifetime of the development.

In the interests of highway safety.

- 5) Details of Electric Vehicle Charging Points shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details prior to first occupation of the development and thereafter retained in accordance with the approved details.

To ensure the provision of sustainable travel options.

- 6) Notwithstanding the approved plans no development shall take place until a plan showing visibility splays has been submitted to and approved in writing by the Local Planning Authority. The approved visibility splays shall be laid out to an adoptable standard prior to occupation and retained for the lifetime of the development.

To ensure the free and safe use of the highway.

- 7) Development shall not be occupied until all areas shown on the approved plans to be used by vehicles have been fully laid out, surfaced and drained such that surface water does not discharge or transfer onto the highway. These areas shall not be used for any other purpose thereafter.

To ensure the free and safe use of the highway.

- 8) Development shall not commence until details of access, storage, parking, loading and unloading of all contractors' plant, equipment, materials and vehicles (including workforce parking) have been submitted to and approved in writing by the Local Planning Authority. The approved facilities shall be provided for the duration of construction works.

To ensure the free and safe use of the highway.

- 9) The approved Phase I Desk Study report indicates that a Phase II Site Investigation is necessary, and therefore development shall not commence until a Phase II Site Investigation Report has been submitted to, and approved in writing by, the Local Planning Authority.

Where remediation measures are shown to be necessary in the Phase II Report and/or where soil or soil forming material is being imported to site, development shall not commence until a Remediation Statement demonstrating how the site will be made suitable for the intended use has been submitted to, and approved in writing by, the Local Planning Authority. The Remediation Statement shall include a programme for all works and for the provision of Verification Reports.

To ensure that the presence of contamination is identified, risks assessed and proposed remediation works are agreed in order to make the site 'suitable for use'.

- 10) The local planning authority shall be notified in writing immediately where unexpected significant contamination is encountered during any development works and operations in the affected part of the site shall cease.

Where remediation of unexpected significant contamination is considered by the Local Planning Authority to be necessary, a Remediation Statement shall be submitted to and approved in writing by the Local Planning Authority prior to the recommencement of development on the affected part of the site. The Remediation Statement shall include a programme for all remediation works and for the provision of verification information.

Remediation works shall be carried out in accordance with the approved Remediation Statement. On completion of those works, the Verification Report(s) shall be submitted to the Local Planning Authority in accordance with the approved programme. The site or phase of a site shall not be brought into use until such time as all necessary verification information has been approved in writing by the Local Planning Authority.

To enable the local planning authority to ensure that unexpected contamination at the site will be addressed appropriately and that the development will be suitable for use.

- 11) Remediation works shall be carried out in accordance with the approved Remediation Statement. On completion of those works, the Verification Report(s) shall be submitted to the Local Planning Authority in accordance with the approved programme. The site or phase of a site shall not be brought into use until such time as all verification information has been approved in writing by the Local Planning Authority.

To ensure that the remediation works are fully implemented as agreed and the site has been demonstrated to be suitable for use.

- 12) Development shall not commence until a scheme detailing surface water drainage works, including hydraulic calculations, has been submitted to and approved in writing by the Local Planning Authority. The allowable rate of discharge shall be agreed with the Local Planning Authority. A surface water attenuation system shall be provided which ensures that the allowable discharge rate is not exceeded for the 1 in 100 year event including a 30% uplift for climate change. The works shall be implemented in accordance with the approved scheme before the development is brought into use, or as set out in the approved phasing details.

To ensure sustainable drainage and flood prevention in accordance with LCC's Natural Resources and Waste LDF 2013 and the NPPF

- 13) Development shall not commence until details and a method statement for interim drainage measures during site works have been submitted to and approved in writing by the Local Planning Authority. The site works and construction phase shall thereafter be carried out in accordance with the approved details.

To prevent flooding by ensuring satisfactory storage of/disposal of surface water from the development site, in accordance with Leeds UDP Review (2006) Policy GP5.

- 14) Development shall not commence until full details of both hard and soft landscape works, including an implementation programme, have been submitted to and approved in writing by the Local Planning Authority. Hard landscape works shall include
- (a) proposed finished levels and/or contours,
 - (b) boundary details and means of enclosure,
 - (c) car parking layouts,
 - (d) other vehicle and pedestrian access and circulation areas,
 - (e) hard surfacing areas,
 - (f) minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.),
 - (g) proposed and existing functional services above and below ground (e.g. drainage, power cables, communication cables, pipelines etc., indicating lines, manholes, supports etc.).
- Soft landscape works shall include
- (h) planting plans
 - (i) written specifications (including soil depths, cultivation and other operations associated with plant and grass establishment) and
 - j) schedules of plants noting species, planting sizes and proposed numbers/densities.

All hard and soft landscaping works shall be carried out in accordance with the approved details, approved implementation programme and British Standard BS 4428:1989 Code of Practice for General Landscape Operations. The developer shall complete the approved landscaping works and confirm this in writing to the Local Planning Authority prior to the date agreed in the implementation programme.

To ensure the provision and establishment of acceptable landscaping.

- 15) A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the development. The landscape management plan shall be carried out as approved.

To ensure successful aftercare of landscaping.

- 16) a) No works shall commence (including any demolition, site clearance, groundworks or drainage etc.) until all existing trees, hedges and vegetation shown to be retained on the approved plans are fully safeguarded by protective fencing and ground protection in accordance with approved plans and specifications and the provisions of British Standard 5837 (2012) Trees in relation to design, demolition and construction, unless otherwise agreed in writing by the Local Planning Authority. Such measures shall be retained for the full duration of any demolition and/or approved works.

b) Seven days written notice shall be given to the Local Planning Authority that the protection measures are in place prior to demolition/ approved works commencing, to allow inspection and approval of the protection measures as implemented on site. The written notice shall include evidence, such as a written appointment (including site specifics), that confirms that a qualified Arboriculturist/competent person has been appointed to carry out the Arboricultural monitoring/supervision referred to at c) below

c) No works shall commence until a written Arboricultural Method Statement (AMS) in accordance with BS5837 for a tree care plan has been submitted to and approved in writing by the local planning authority. Works or development shall then be carried out in accordance with the approved method statement. The AMS shall include for on- site monitoring including site visits at key stages and on-site supervision of specific operations that relate to trees. Proposals shall include for reporting back to the LPA at each intervention.

d) No equipment, machinery or materials shall be used, stored or burnt within any protected area. Ground levels within these areas shall not be altered, nor any excavations undertaken including the provision of any underground services, without the prior written approval of the Local Planning Authority.

To ensure the protection and preservation of trees during construction works.

- 17) No operations shall take place on site until a scheme including details of all habitat features to be retained has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include for the provision of fencing or other means of protection to prevent damage to these areas. The approved scheme shall be implemented . No operations shall take place on the site until the fencing or other means of protection has been implemented on site which shall be retained until the completion of the development.

To ensure the protection of existing habitat features in the interests of ecology.

Plans Schedule :-

Plan Type

Plan Reference

Received

Reason(s) for granting consent:-

For information:-

Further information regarding rights of appeal, removing site notices etc will appear from this point forward on the final decision notice when it is produced.

VIABILITY ASSESSMENT TEMPLATE

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Standard Construction								
Houses	2,194	sq m GIA	at	911	per sq m	1,998,734		
Apartment	1,943		at	1071	per sq m	2,080,953		
Garages	17		at	6000	each	102,000		
Sub total						4,181,687		
Externals	10.00%	of build costs	or	174,966	per gross acre	418,169		all in £ / sq m
Contingency	3.00%	of build costs				94,795	4,694,651	1,135
Abnormal Construction								
Surface Water Storage						25,000		
Stat Services Infrastructure						102,900		£ / gross acre
Contamination						70,000		
Retaining Walls						51,500		
Demolition								
Adoptable Road						155,000		
Abnormal Foundations						35,000		
							439,400	183,849
Professional Fees								
Architect, QS, Engineer	6.00%	of build costs				275,991		
								275,991
Planning Policy Contributions								
				per property				
CIL	3,395	sq m GIA	at	45	per sq m	152,796		152,796
Disposal								
Marketing and sales	3.00%	of GDV				174,705		
Marketing costs								
NHBC fees	51	units	at	650	per unit	33,150		
Legals - MV residential sales	43	units	at	400	per unit	17,200		
Legals - AF Residential	8	units	at	300	per unit	2,400	227,455	
Finance								
Interest	calculated by cash flow	6.00%	debit	3.00%	credit			
Finance arrangement								
							183,357	
Developer's Target Profit								
Market Value units	17.50%	of	GDV			1,019,114		Blended (GDV)
Affordable Units	5%	of	cost			35,996	1,055,110	16.44%
TOTAL COSTS							7,482,302	
Summary								
Total income						6,416,657		
Total outgoings						7,482,302		
Outcome						(any surplus deemed to show a viable scheme)	-1,065,645	
Conclusion:							UNVIABLE	