

DATED 20th September 2021

(1) LEEDS CITY COUNCIL

(2) STEPHEN ALBERT PARKER, GORDON NEIL PARKER & MELVIN DONALD PARKER

(3) TAYLOR WIMPEY UK LIMITED

AGREEMENT
under section 106 Town and Country Planning
Act 1990 relating to land at Swinnow Park, off
Racecourse Approach, Wetherby

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 21 DAY OF 09 2021

Pinsent Masons LL



Pinsent Masons

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THIS AGREEMENT is made on

20th September

2021

BETWEEN:-

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, LS1 1UR (the "**Council**");
- (2) **STEPHEN ALBERT PARKER, GORDON NEIL PARKER and MELVIN DONALD PARKER** care of The Old Farmhouse, Thorpe Grange, Thorpe Underwood, Ouseburn, York YO26 9SR, trading as D. Parker & Sons (the "**Owner**"); and
- (3) **TAYLOR WIMPEY UK LIMITED** (Company No. 1392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR (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 WYK394963, WYK8234 and WYK56803 (all such titles also include land that is not the subject of the Application).
- (C) The Developer has an interest in the Land by way of an option agreement dated 19 December 2013 made between the Owner and the Developer and registered against Title Numbers WYK394963, WYK8234 and WYK56803, as varied by a deed of variation dated 31st July 2017 made between the same parties.
- (D) The Developer has submitted the Application to the Council for Planning Permission for the Development and intends to carry out the Development.
- (E) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered into by the Covenantors.
- (F) The Covenantors by entering into this Agreement do 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
"Adjoining Development Sites"	means the development sites which have been allocated in the Site Allocations Plan and which are adjacent to the Land, as shown shaded yellow on Plan 1 and " Adjoining Development Site " shall be construed accordingly
"Adjoining Landowner"	means the owner of an Adjoining Development Site
"Adjoining Site Access(es)"	means the access roads and service easements within the Development to be constructed to adoptable standard up to the boundary of the Land with the Adjoining Development Sites and which are identified on the Adjoining Sites Access Plan

"Adjoining Site Access Costs"	means the fair and reasonable costs of constructing the Adjoining Site Access(es) and associated gas, electricity, drainage, water and telecommunications infrastructure, and which for the avoidance of doubt shall not include any ransom value
"Adjoining Sites Access Plan"	means a plan showing the proposed route of the Adjoining Site Access(es) designed to the boundary of the Land with the Adjoining Development Sites
"Affordable Housing"	means housing to be 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) including the Affordable Units
"Affordable Housing Contribution"	means the difference between the sum of the Open Market Value of the Affordable Units at the expiration of the Offer Period and the sum produced by multiplying the total GIA of the Lower Decile Affordable Units by the Lower Decile Price, plus the sum produced by multiplying the total GIA of the Lower Quartile Affordable Units by the Lower Quartile Price to be used by the Council in lieu of Affordable Housing on the Land, for the provision of, or improvements to existing Affordable Housing elsewhere within the Council's area in the event that paragraph 3.3.2 of Schedule 1 applies
"Affordable Units"	means 35% of the total number of Dwellings, of which 40% will be Lower Quartile Affordable Units and 60% will be Lower Decile Affordable Units, the location, mix and type to be agreed in writing with the Council as part of the Reserved Matters Approval(s) and which for the avoidance of doubt shall be allocated and provided pro-rata to reflect the mix and type of the Open Market Dwellings unless the Council is satisfied that there are specific needs which indicate otherwise and "Affordable Unit" shall be construed accordingly
"Application"	means the outline planning application (reference number 17/02594/OT) with all matters reserved except for access registered by the Council on 24 April 2017 for 800 dwellings, primary school, convenience store, public open space and landscaping
"Bridleway Diversion Order"	means the order to amend the position of the existing bridleway on Carr Lane to be made by the Council at the request and cost of the Covenantors as shown on Plan 3
"Bridleway Diversion Order Costs"	means the sum of £5,500.00 (five thousand five hundred pounds) Index Linked to be paid to the Council towards procuring the Bridleway Diversion Order in order to mitigate impacts arising from the Development
"Bridleway & Footpath Improvements Contribution"	means the sum of £16,000 (sixteen thousand pounds) Index Linked to be paid to the Council towards procuring public footpath and bridleway enhancements within the vicinity of the Land in order to improve connectivity between the Land and the Wetherby town centre and to

mitigate impacts arising from the Development, including:-

- (a) diverting a section of existing public bridleway south of York Road and
- (b) creating bridleway links within the verges of York Road and Racecourse Approach

"Bus Service"

means a new hopper bus service procured by WYCA via a tender process to provide a 20 minute frequency service on Monday to Friday between the hours of 7:00am and 10:00pm and Saturday between the hours of 7:00am and 10:00pm and Sunday and bank holidays between the hours of 10:00am and 10:00pm between the Land and Wetherby town centre (Wetherby bus station)

"Bus Service Contribution"

means the sum of £1,500,000.00 (one million five hundred thousand pounds) Index Linked to be paid to the Council in 10 (ten) Bus Stop Contribution Instalments in accordance with the provisions of paragraph 6 of Schedule 1 and to be used by the Council for procuring with WYCA the Bus Service in order to mitigate impacts arising from the Development

"Bus Service Contribution Instalment"

means the sum of £150,000 (one hundred and fifty thousand pounds) Index Linked and **"Bus Service Contribution Instalments"** shall be construed accordingly

"Bus Stops Contribution"

means the sum of £47,000.00 (forty seven thousand pounds) Index Linked to be paid to the Council towards procuring the provision of 2 (two) bus stops within the Development to include shelters, bus stop poles and real time passenger information displays in order to mitigate impacts arising from the Development

"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 and Reserved Matters Approval(s) 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, archaeological investigation, environmental investigation, site and soil surveys, diversion and laying of drainage and services, construction of site access roads, erection of a contractor's work compound, erection of a site office and erection of fencing to the site boundary and **"Commence Development"** shall be construed accordingly

"Commencement of a Phase"

means the date upon which development of a Phase shall commence by the carrying out on the Land pursuant to the Planning Permission and Reserved

Matters Approval(s) 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, archaeological investigation, environmental investigation, site and soil surveys, diversion and laying of drainage and services, construction of site access roads, erection of a contractor's work compound, erection of a site office and erection of fencing to the site boundary and "**Commence a Phase**" shall be construed accordingly

"Connections"	means such parts of the Adjoining Site Accesses within 1 (one) metre of an Adjoining Development Site and " Connection " means one of them
"Contributions"	means the Bridleway Diversion Order Costs; the Bridleway & Footpath Improvements Contribution, the Bus Service Contribution, the Bus Stops Contribution, the Harrogate Road Contribution, the Racecourse Approach Traffic Management Contribution, the Residential Travel Plan Contribution, the School Contribution and the York Road TRO Contribution
"Covenantors"	means the Owner and the Developer
"Current Owner"	means the original Owner named in this Agreement or its or their personal representatives successors and assigns but not for the avoidance of doubt the Developer or any successor in title to the Developer to the Land
"Development"	means the development of the Land in accordance with the Planning Permission and Reserved Matters Approval(s)
"Dispose"	means a lease on an open market commercial basis or a freehold disposal of the Retail Development and " Disposal " shall be construed accordingly
"Dwellings"	means the residential units that may be built on the Land as part of the Development and " Dwelling " shall be construed accordingly
"Education Purposes"	means school education that encompasses both the teaching and learning of knowledge, proper conduct, and technical competency through instruction, teaching and training by professional teachers, together with associated playing facilities and use by the local community
"Employment Leads"	means the Employment and Skills Service of the Council
"Expert"	means an independent person of at least 10 (ten) years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Agreement 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

"GIA"

means gross internal floor space (excluding the internal floor space of any external garage or external storage area)

"Green Land"

means the land which is registered with title number WYK394963 which lies to the north-east of Racecourse Approach and which is for the purposes of identification only shown edged green on Plan 1

"Ground Condition Survey"

means an independent survey of ground conditions carried out by a surveyor and in accordance with a scope both of which shall be previously approved in writing by the Council and which shall establish the suitability and viability of the School Land for the intended end use as the School and recommend any remediation and/or other works necessary to make the site suitable and viable for such proposed use

"Harrogate Road Contribution"

means the sum of £61,700 (sixty one thousand and seven hundred pounds) Index Linked to be paid to the Council towards measures to mitigate impacts arising from the Development along the Harrogate Road corridor including congestion relief schemes in order to mitigate impacts arising from the Development

"Highway Works Costs"

means the Developer's costs of delivering the following works pursuant to an agreement under section 278 of the Highways Act 1980:-

- (a) footway/cycleway improvements including crossing facilities between junction 46 of the A1(M) and the northern most Racecourse Approach site access
- (b) a single site access to the Development from Racecourse Approach (the identification of such site access (being one of the three proposed accesses from Racecourse Approach) to be agreed in writing with the Council) and
- (c) improvements to York Road, including a footway along the northern flank, west of The Avenue

whether such costs are incurred by the Developer undertaking the works under the supervision of the highway authority and/or paying sums to the highway authority

"Homes England"

means the Homes and Communities Agency trading as Homes England or any body or bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008

"Housing Association"

means any one or more of the housing associations identified in Schedule 3 or any other housing association or registered social landlord registered in

accordance with Part 1 Chapter 1 of the Housing Act 1996 as proposed by the Covenantors and approved by the Chief Planning Officer or any company or other body approved by Homes England for receipt of social housing grant as proposed by the Covenantors and approved in writing by the Chief Planning Officer and "**Housing Associations**" shall be construed accordingly

"Independent Surveyor"

means a member of the Royal Institution of Chartered Surveyors appointed by the Covenantors at their own cost but first approved by the Council and "**Independent Surveyors**" shall be construed accordingly

"Index"

means:-

- (a) in respect of the Lower Decile Price and the Lower Quartile Price, the Retail Price Index published by the Office for National Statistics or any official publication substituted for it and
- (b) in respect of the Contributions, the Building Costs Information All-In Tender Price Index published by the Royal Institution of Chartered Surveyors or any official publication substituted for it

"Index Linked"

means such increase to any sum or sums payable under this Agreement on an annual basis or pro rata per diem from the date of this Agreement to the date of payment (or calculation as the case may be) based upon the relevant Index last published before the date of the decision to approve the grant of Planning Permission

"Infrastructure Agreements"

means any one or more of the following agreements:-

- (a) an agreement entered into pursuant to section 38 and/or section 278 of the Highways Act 1980
- (b) an agreement entered into pursuant to section 104 of the Water Industry Act 1991

together with any related easement and payment of any bonds, or the provision of an appropriate surety, required and approved by the relevant statutory authority

"Land"

means all that land (and where the context so requires any part or parts thereof) situate at Swinnow Park, off Racecourse Approach, Wetherby shown edged red on Plan 1

"Local People"

means:-

- (a) persons whose principal place of residence is within the electoral ward or adjoining electoral wards in which the Land is situated or
- (b) if no such persons can be found in the above category then it means persons whose principal place of residence is within the administrative area of the Council

"Lower Decile Affordable Units"

means those Affordable Units to be disposed of at the Lower Decile Price to a Housing Association and then to be Occupied by tenants of a Housing Association at no greater cost than the Target Rent (unless the Affordable Units are sold on the open market in accordance with paragraph 3.3.2 of Schedule 1)

"Lower Decile Price"

means the following sums per square metre of GIA in accordance with the Council's latest affordable housing benchmark transfer prices and rents updated each year and for the avoidance of doubt where the Council's affordable housing benchmark transfer prices and rents have not been updated any indexation shall apply to the Lower Decile Price at that time:-

- (a) in respect of Lower Decile Affordable Units that are houses, the sum of £730.90 (seven hundred and thirty pounds and ninety pence) and
- (b) in respect of Lower Decile Affordable Units that are flats, the sum of £791.20 (seven hundred and ninety one pounds and twenty pence)

"Lower Quartile Affordable Units"

means those Affordable Units to be disposed of at the Lower Quartile Price to a Housing Association, and then to be disposed of by the Housing Association at prices and rents above those of Target Rent but below market prices or rents (unless the Affordable Units are sold on the open market in accordance with paragraph 3.3.2 of Schedule 1) to include shared ownership, shared equity, discounted sale, sub-market/intermediate rent, rent to buy, or any other sub-market/intermediate type/model that meets the definitions set out in paragraph (c) "Discounted market sales housing" and/or (d) "Other affordable routes to home ownership" of Annex 2 in the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it)

"Lower Quartile Price"

means the following sums per square metre of GIA in accordance with the Council's latest affordable housing benchmark transfer prices and rents updated each year and for the avoidance of doubt where the Council's affordable housing benchmark transfer prices and rents have not been updated any indexation shall apply to the Lower Quartile Price at that time:-

- (a) in respect of the Lower Quartile Affordable Units that are houses (for sale or rent) the sum of £926.69 (nine hundred and twenty six pounds and sixty nine pence) and
- (b) in respect of the Lower Quartile Affordable Units that are flats the sum of £1,013.57 (one thousand and thirteen pounds and fifty seven pence)

"Management Company"

means a limited company or companies registered at Companies House which may:-

- (a) already be in existence or
- (b) be formed by the Owner and first approved in writing by the Council

for the purposes of managing and maintaining the On-Site Greenspace within a Phase (which **FOR THE AVOIDANCE OF DOUBT** may be the same company as the SUDS Management Company **PROVIDED THAT** it is a specialist management company suitable to manage and maintain SUDS), and whose memorandum and articles of association shall provide that all profits are to be applied to the management and maintenance of the On-Site Greenspace (**SAVE FOR** where the Management Company is the same company as the SUDS Management Company in which case its memorandum and articles of association shall provide that all profits are to be applied towards the management and maintenance of the On-Site Greenspace and the management and maintenance of the SUDS) **PROVIDED FURTHER THAT** it is agreed that it will only be a requirement for the Management Company or the SUDS Management Company's memorandum and articles of association to provide that all profits be applied to the management and maintenance of the On-Site Greenspace or the SUDS as the case may be in the event that the Management Company or the SUDS Management Company is a new management company formed in accordance with (b) above for the purposes of managing and maintaining the On-Site Greenspace and/or the SUDS

"Management Fee"

means the sum of £9,000 (nine thousand pounds) being the Covenantors' total contribution towards the costs incurred or to be incurred by the Council in project managing the implementation of section 106 planning obligation funded projects, monitoring, keeping of appropriate data and mechanisms up to date and related staff cost

"Marketing Strategy"	means written proposals setting out what measures the house builder will take over what time period to advertise the availability of Lower Quartile Affordable Units to the public to help the Housing Association raise awareness about the availability of such units to suitable households
"Occupation"	means occupation for the purposes of the Planning Permission and Reserved Matters Approval(s) 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 " Occupy " and " Occupied " shall be construed accordingly
"Offer Documentation"	means plans, drawings, specifications and other documentation which the Housing Association may reasonably require in order to make an offer for the Affordable Units including the following documents relating to the Affordable Units which shall be provided by the Covenantors to a Housing Association:- <ul style="list-style-type: none"> (a) drawings showing the size, layout and design of the Affordable Units (b) site layout showing the position of the Affordable Units in relation to the Open Market Dwellings and the nature of the Open Market Dwellings (c) a copy of the Planning Permission and Reserved Matters Approval(s) and (d) a copy of this Agreement
"Offer Period"	means a period of 6 (six) months from receipt of the Offer Documentation by a Housing Association during which the Housing Association may submit an offer for the purchase of the Affordable Units
"On-Site Greenspace"	means the provision of on-site greenspace to be provided within the Development in accordance with Policy G4 of the Leeds Core Strategy required as a consequence of the Development, the location and laying out of which is to be approved by the Council pursuant to condition 7 of the Planning Permission
"Open for Trading"	means the Retail Development is open to members of the public for the sale of goods and " Opened for Trading " shall be construed accordingly
"Open Market Dwellings"	means the Dwellings excluding the Affordable Units and " Open Market Dwelling " shall be construed accordingly
"Open Market Value"	means the open market value agreed between the Council and the Covenantors as being the open market value of an Affordable Unit or if not agreed shall mean an average price based on the opinions of 2 (two) Independent Surveyors of the price at which the sale of an interest in Affordable Unit would have been

completed unconditionally for cash consideration on the date of valuation assuming:-

- (a) a willing seller
- (b) that any restrictions imposed on the Affordable Unit by reason of this Agreement are disregarded
- (c) that there are no restrictions as to the persons who may occupy the Affordable Unit or to whom a transfer or lease of an Affordable Unit may be granted or assigned and
- (d) that both parties to the transaction had acted knowledgeably, prudently and without compulsion

"Permitted Part"	means the part or parts of the Retained Land which do not comprise any Dwelling (including its curtilage, garage and/or dedicated parking space(s)) authorised by the Planning Permission to be constructed on the Retained Land
"Phase"	means a phase of the Development as set out in the phasing plan approved by the Council pursuant to condition 6 of the Planning Permission
"Plan 1"	means the plan appended to this Agreement at Appendix 1 and labelled Adjoining Land-1 with drawing number 16 5043 21 dated 5 February 2020
"Plan 2"	means the plan appended to this Agreement at Appendix 2 and labelled Plan 2 – School Land with drawing number P16 5043 140 dated 27 August 2021
"Plan 3"	means the plan appended to this Agreement at Appendix 3 and labelled Carr Lane Improvements with drawing number ITM8252-GA-016 Rev B dated 28 September 2018
"Plan 4"	means the plan appended to this Agreement at Appendix 4 labelled York Road – Proposed Footway with drawing number ITM8252-GA-005 Rev C dated 15 December 2016
"Planning Permission"	means a planning permission to be granted pursuant to the Application, the draft of which is appended at Appendix 5
"Practical Completion"	means the stage when an Affordable Unit has been constructed, fitted out and is ready for Occupation
"Proportionate Contribution(s)"	means the proportionate, fair and reasonable financial contribution towards the following costs payable by the Adjoining Landowner(s) to the Covenantors:- <ul style="list-style-type: none">(a) the Adjoining Site Access Costs(b) the Highway Works Costs and

(c) the School Land Value

which are either:-

(d) agreed between the Covenantors and the relevant Adjoining Landowner(s) in a Proportionate Contribution Agreement or

(e) set out in the Schedule of Adjoining Site Costs

and which for the avoidance of doubt shall not include any ransom value

"Proportionate Contribution Agreement"

means an agreement between the Covenantors and the relevant Adjoining Landowner(s) confirming the Proportionate Contribution payable by the relevant Adjoining Landowner(s)

"Racecourse Approach Traffic Management Measures"

means such traffic regulation order or orders and/or amendments to existing traffic regulation orders (including the provision of or alteration to traffic regulation signs and/or road markings) made pursuant to the Road Traffic Regulation Act 1984 as the Council may from time to time promote to reduce the speed limit to 40 miles per hour on the B1224 Racecourse Approach

"Racecourse Approach Traffic Management Contribution"

means the sum of £55,000 (fifty five thousand pounds) Index Linked to be paid to the Council and expended on the Racecourse Approach Traffic Management Measures

"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

"Relevant Transfer Documents"

means any documents that may reasonably be required by the Council in connection with the Transfer of the School Land which may include (but without limitation):-

(a) the consent of any third party that may be required for the School Land to be transferred to the Council

(b) the discharge of any charges affecting the land

(c) reliance letter or letters in respect of all reports and surveys relation to the ground condition at the School Land including those referred to in paragraph 19.1 of Schedule 1 so as to give the

Council the same level of reliance on such reports as enjoyed by the Developer and

- (d) collateral warranty or warranties from all contractors or consultants appointed in connection with the carrying out and monitoring of any remediation or other ground works undertaken at the School Land including those referred to in paragraph 19.1 of Schedule 1

"Requisite Consents"	means all such consents as required for the lawful development of the School including but not limited to planning permissions, reserved matters approvals and condition discharges
"Reserved Matters Approval"	means approval of any of the matters reserved by the Planning Permission
"Residential Development"	means the part of the Development consisting of the Dwellings
"Residential Travel Plan Contribution"	means the sum of £495 (four hundred and ninety five pounds) per Dwelling Index Linked to be paid to the Council towards a residential travel plan fund for the provision of Travel Plan measures for the Dwellings and/or other sustainable travel measures to encourage the use of sustainable travel modes by the residents of the Dwellings as set out in section TP13 of the Travel Plan in order to mitigate impacts arising from the Development and "Residential Travel Plan Contributions" shall be construed accordingly
"Residual Measures"	means in the event that residential mode split targets identified in the Travel Plan are not met mitigation measures including additional travel planning drop-in sessions for a period of 3 (three) years beyond the Travel Plan monitoring period in the event that the residential mode split targets set out in the Travel Plan are not met
"Residual Measures Fund"	means the sum of £30,000 (thirty thousand pounds) Index Linked that if applicable will be utilised by the Covenantors and/or the Travel Plan Co-ordinator towards implementing the Residual Measures in order to mitigate potential impacts arising from the Development
"Retail Development"	means the part of the Development comprising of a food store (A1) (up to 372 sq.m) to be provided on the Retail Development Land in accordance with the Planning Permission and Reserved Matters Approval and the provisions of paragraph 12 of Schedule 1
"Retail Development Land"	means an area within the Land capable of accommodating the Retail Development and Retail Serviced with access provided to its boundary in a location to be agreed in writing between the Covenantors and the Council and in accordance with the provisions of paragraph 12.1 of Schedule 1

"Retail Development Marketing Strategy" means the strategy for the marketing advertising and promotion of the Retail Development which shall include:-

- (a) the erection of boards on the Land advertising the Retail Development (subject to receiving any advertisement consents from the Council that may be required)
- (b) the preparation of detailed particulars to be circulated to a regional practice's range of retail/commercial clients
- (c) the placing of adverts within the appropriate local, regional and national press and on the internet advertising the Retail Development's availability
- (d) details of the offer of Disposal that is to be sought for the Retail Development to include details of the Retail Market Rent lease provisions and the term
- (e) the appointment of specialist retail marketing agents to manage the Retail Development marketing strategy
- (f) the use that will be made of the internet and electronic media in the Retail Development marketing strategy

"Retail Development Scheme" means a scheme outlining:-

- (a) the proposed opening hours of the Retail Development
- (b) the days of the week that the Retail Development will be open and trading and
- (c) the types of goods to be sold at the Retail Development

"Retail Market Rent" means the average local market rent calculated in accordance with the Royal Institution for Chartered Surveyors (RICS) approved valuation methods for a retail development in Leeds of a similar size to the Retail Development that would be leased between a willing lessor and willing lessee on appropriate lease terms in an arms-length transaction after proper marketing, and where the parties have each acted knowledgeably, prudently and without compulsion

"Retail Occupier" means an occupier of the Retail Development from time to time

"Retail Serviced" means the following that are to be provided adjacent to the boundary of and for the benefit of the Retail Development Land:-

- (a) a mains water supply

- (b) a mains electricity supply
- (c) a mains gas supply and telephone
- (d) a foul sewer connecting to a public foul water sewer, and surface water sewer
- (e) highway access to binder course level by means of such carriageways footpaths and footways as are reasonably required by the Council the same being constructed to the reasonable satisfaction of the Council to the intent that these services shall be sufficient to serve the Retail Development Land and
- (f) appropriate connection rights shall be made available in respect of these services

"Retained Land" means all parts of the Land other than the School Land

"Schedule of Adjoining Site Costs" means a schedule setting out:-

- (a) the Adjoining Site Access Costs
- (b) the Highway Works Costs
- (c) the School Land Value and
- (d) the Proportionate Contribution(s)

to be approved by the Council or determined by an Expert in accordance with the provisions of paragraph 2 of Schedule 1

"School" means an up to two-form entry primary school which in the opinion of the Council in its capacity as local education authority is necessary to meet the anticipated current or future demand for primary school places within the Council's administrative area

"School Contribution" means the sum of £2,700,000.00 (two million and seven hundred thousand pounds) Index Linked to be paid to the Council and:-

- (a) in the event that the Council accepts the Offer pursuant to paragraph 19.6 of Schedule 1, for the purposes of constructing the School on the School Land and towards ensuring sufficiency of school pupil places at schools within the catchment area of the Development prior to completion of the School (if required) or
- (b) where paragraph 19.8 of the Schedule 1 is applicable, for the purposes of providing a primary school off-site within the catchment area of the Development and/or towards ensuring sufficiency of school pupil places at schools within the catchment area of the Development

"School Land"	means a School Serviced area of land within the Land comprising of up to 2 (two) hectares for the purposes of the development of a School as shown to the north of HM Prison Wetherby and in the south west corner of the Land on Plan 2 PROVIDED THAT such area of land provided for the purposes of the development of a School is in accordance with the Department of Education's Area Guidelines for Mainstream Schools (Building Bulletin 103, dated June 2014)
"School Land Value"	means the open market value of the School Land reflecting the strategic nature of the SAP allocation, existing land uses, comprehensive planning policy objectives and consequent infrastructure requirements
"School Serviced"	means having connections for mains water, sewerage, gas, electricity and telecommunications appropriate to the proposed use of the land for a School and adequate for the purposes of the prospective users of the land and to enable connections to be made thereto and with sufficient vehicular and pedestrian access to the land from a public highway
"School Travel Plan"	means the package of measures which are to be set out in the travel plan to be submitted by the operator of the School in relation to the School and which is to be submitted pursuant to condition 46 of the Planning Permission, and as may be amended from time to time with the Council's prior written approval, such measures to encourage alternative modes of transport for school staff and parents other than single occupancy of vehicles
"School Travel Plan Review Fee"	means the sum of £2,500 (two thousand five hundred pounds) to be paid to the Council for the purposes of monitoring the implementation of and compliance with the School Travel Plan and required as a consequence of the Development
"Service Charge Terms"	means the terms to be included in the legal transfer or lease of each Dwelling whereby the transferee (and its successors in title) covenant to pay a proportionate share of the total costs incurred by the Management Company in the management and maintenance of the On-Site Greenspace PROVIDED THAT nothing in this definition shall require payment of such costs by the occupier of any Affordable Unit, such costs shall instead be payable by the Housing Association (SAVE FOR where the occupier of an Affordable Unit staircases out to 100% and takes a subsequent freehold interest under the terms of a shared ownership lease based substantially on Homes England's model lease from time to time in which case such costs shall instead be payable by the occupier)
"Statutory Agreement"	means an agreement or undertaking whether made under Section 106 of the 1990 Act and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 111 of the Local Government Act

1972 and/or Sections 38 and/or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991

"SUDS"

means those surface water drainage features to be provided within the Development in accordance with Policies WATER 1 and WATER 7 of the Natural Waste and Resources Local Plan of the Leeds Core Strategy required as a consequence of the Development the location of which to be determined pursuant to condition 15 of the Planning Permission

"SUDS Maintenance Scheme"

means a written scheme for the on-going management and maintenance of the SUDS which shall include the following:-

- (a) frequency of maintenance
- (b) standard of maintenance and repair to be achieved and maintained and
- (c) how the costs of the maintenance shall be funded and for the avoidance of doubt this shall include:-
 - (i) a mechanism to ring fence funds paid to the SUDS Management Company pursuant to the SUDS Service Charge Terms and
 - (ii) a mechanism where in the event the Council steps-in any funds held by the SUDS Management Company that have been derived from the payments received pursuant to the SUDS Service Charge Terms will be paid to the Council

"SUDS Management Company"

a limited company or companies registered at Companies House which may:-

- (a) already be in existence or
- (b) be formed by the Owner and first approved in writing by the Council

for the purposes of managing and maintaining the SUDS (which **FOR THE AVOIDANCE OF DOUBT** may be the same company as the Management Company **PROVIDED THAT** it is a specialist management company suitable to manage and maintain the On-Site Greenspace), and whose memorandum and articles of association shall provide that all profits are to be applied to the management and maintenance of the SUDS (**SAVE FOR** where the SUDS Management Company is the same company as the Management Company in which case its memorandum and articles of association shall provide that all profits are to be applied towards the management and maintenance of the SUDS and the management and maintenance of the On-Site Greenspace) **PROVIDED FURTHER THAT** it is agreed that it will only be a requirement for the SUDS

Management Company or the Management Company's memorandum and articles of association to provide that all profits be applied to the management and maintenance of the SUDS or the On-Site Greenspace as the case may be in the event that the SUDS Management Company or the Management Company is a new management company formed in accordance with (b) above for the purposes of managing and maintaining the SUDS and/or the On-Site Greenspace

"SUDS Service Charge Terms"

means the terms to be included in the legal transfer or lease of each Dwelling whereby the transferee (and its successors in title) covenant to pay a proportionate share of the total costs incurred by the SUDS Management Company in the management and maintenance of the SUDS **PROVIDED THAT** nothing in this Schedule shall require payment of such costs by the occupier of any Affordable Unit, such costs shall instead be payable by the Housing Association

"SUDS Works"

means the works to lay out, install and construct the SUDS

"Target Rent"

means a rent that is set in accordance with the Direction on the Rent Standard 2019 made pursuant to Section 197 of the Housing and Regeneration Act 2008 (or such other direction that may replace it from time to time)

"Transfer"

means a duly executed and irrevocably released transfer of the freehold interest (free from any financial charge or mortgage or encumbrances which would prevent the use of the School Land for Education Purposes) in the School Land to the Council and which shall be in a form first approved by the Council (acting reasonably) and shall also (but without limitation):-

- (a) confirm that the School Land shall be transferred with vacant possession and full title guarantee
- (b) include for the benefit of the School Land the grant of any (i) rights to connect into, install, use and pass services through and to inspect, clean, repair, maintain and renew service media on or under the Permitted Part and (ii) rights of entry onto and access over, with or without vehicles, materials, plant, machinery, apparatus and equipment, the Permitted Part which may be reasonably required in order to carry out any works on the School Land and for the use, management, repair and maintenance of the School Land
- (c) be for the sum of £1 (one pound)
- (d) include any covenants which the Council may reasonably require in relation to the Retained Land **PROVIDED THAT** such covenant would not hinder the use of the Retained Land for the

	purposes permitted under the Planning Permission
	(e) include such other terms as the Council may reasonably require and
	(f) include such terms as are set out in paragraph 19.7.8 of Schedule 1
"Travel Plan"	means the package of measures set out in the travel plan prepared by i-Transport (Ref. ITM8252-001B R), dated October 2017, in relation to the Residential Development and appended to this Agreement at Appendix 6 and as may be amended from time to time with the Council's prior written approval, such measures to encourage alternative modes of transport for residents other than single occupancy of vehicles, including timescales for when those measures shall be put into place and procedures for monitoring the uptake of alternative modes of travel and providing evidence of compliance
"Travel Plan Co-ordinator"	means a travel plan co-ordinator to be appointed by the Covenantors and approved in writing by the Chief Planning Officer in relation to the Travel Plan
"Travel Plan Review Fee"	means the sum of £6,000 (six thousand pounds) to be paid to the Council for the purposes of monitoring the implementation of and compliance with the Travel Plan and making recommendations pursuant to paragraph 16.6 of Schedule 1 and required as a consequence of the Development
"Verification Fee"	means the reasonable fee to be charged by the Council or its agent for verification of the Open Market Value and subsequent Affordable Housing Contribution in accordance with paragraph 3.3.2(c) of Schedule 1
"Working Day"	means any day except Saturdays Sundays or bank holidays and reference to "Working Days" shall be construed accordingly
"WYCA"	means West Yorkshire Combined Authority, being the transport authority for West Yorkshire
"York Road Traffic Regulation Order(s)"	means such traffic regulation order or orders and/or amendments to existing traffic regulation orders (including the provision of or alteration to traffic regulation signs and/or road markings) made pursuant to the Road Traffic Regulation Act 1984 as the Council may from time to time promote in relation to parking restrictions within the vicinity of the new footway and crossings on York Road in the general location as shown on Plan 4
"York Road TRO Contribution"	means the sum of £7,000 (seven thousand pounds) Index Linked to be paid to the Council towards promoting and implementing the York Road Traffic Regulation Order(s) in order to mitigate impacts arising from the Development

"Yorkshire Water"

means Yorkshire Water Service Limited (Company No. 02366682) of Western House, Halifax Road, Bradford, West Yorkshire BD6 2SZ or any successor authority to its statutory functions under the Water Industry Act 1991

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; and
- 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 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 and their successors in title and assigns to the Land.

3. **CONDITIONALITY**

Clause 4.1 below is conditional upon:-

- 3.1 the grant of the Planning Permission; and
- 3.2 the Commencement of Development (save for any pre-Commencement obligations).

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.
- 4.2 The Council hereby covenants with the Covenantors to comply with the obligations contained in Schedule 2 and where applicable in Schedule 1.

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:-
- 5.1.1 occurring after he or it has parted with his or 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);
 - 5.1.2 if he or it shall be an owner-occupier or tenant of any of the Dwellings (or a mortgagee of an individual Dwelling lending money to such owner-occupier or tenant); and
 - 5.1.3 if it is a statutory undertaker which has an interest in any part of the Land for the purposes of its undertaking.
- 5.2 Each of the parties to this Agreement shall act in good faith and shall co-operate with each of the other parties to facilitate the discharge and performance of all obligations on them contained in this Agreement and the Covenantors shall comply with any reasonable requests of the Council to provide documentation within their possession (such documentation to be provided by the Covenantors at their own expense) for the purposes of monitoring compliance with the obligations contained in this Agreement **PROVIDED THAT** the Covenantors are entitled to redact commercially sensitive information where such redaction would not impede the Council's ability to assess the document for the purposes of monitoring compliance with the obligations contained in this Agreement.
- 5.3 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.
- 5.4 The obligations hereby created shall be registered as a Local Land Charge.
- 5.5 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.
- 5.6 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.
- 5.7 If pursuant to Clause 5.6 this Agreement shall terminate and cease to have effect the Council shall upon request remove any entry relating to this Agreement from the Register of Local Land Charges.
- 5.8 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.
- 5.9 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 include 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 both the original planning permission and the new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the 1990 Act.
- 5.10 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.
- 5.11 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 or specified in a section 73 application to which Clause 5.9 applies) granted after the date of this Agreement.

5.12 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.

5.13 Save for and subject to the obligations in paragraph 2 of Schedule 1 which require the Owner to allow third party connections, nothing in this Agreement shall require the performance by the Owner of any obligation on land outside their ownership or control unless such land is made available for the performance of the obligation at no cost to the Owner.

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):-

6.1.1 to the Council care of the Chief Planning Officer at Merrion House, Merrion Way, Leeds LS2 8BB quoting the Application reference number 17/02594/OT;

6.1.2 to the Owner at its address shown on page 3 of this Agreement quoting "Swinnow Park" and the Application reference number 17/02594/OT; and

6.1.3 to the Developer at its address shown on page 3 of this Agreement quoting "Swinnow Park" and the Application reference number 17/02594/OT.

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 AND MANAGEMENT FEE

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

9.2 The Developer shall pay to the Council the Management Fee within 1 (one) month of Commencement of Development by sending or delivering the same to the Chief Planning Officer at Merrion House, Merrion Way, Leeds LS2 8BB quoting the Application reference number 17/02594/OT.

10. OWNERSHIP

The Covenantors covenant with the Council to give the Council 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 **SAVE THAT** this Clause 10 shall not relate to the sale of any individual Dwelling constructed pursuant to the Planning Permission.

11. **INDEXATION**

All the Contributions shall be Index Linked.

12. **VAT**

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

13. **DISPUTE PROVISIONS**

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

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

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

13.4 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.

13.5 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.

14. **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.

15. **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' PLANNING OBLIGATIONS/COVENANTS

1. NOTIFICATION

The Covenantors covenant with the Council:-

- 1.1 to notify the Council of Commencement of Development within 5 (five) Working Days thereof;
- 1.2 to notify the Council of first Occupation of the Development within 5 (five) Working Days thereof;
- 1.3 to notify the Council of the 1 (one) year anniversary of Occupation of the first Dwelling (within 5 (five) Working Days thereof;
- 1.4 to notify the Council of commencement of construction of each Phase within 5 (five) Working Days thereof;
- 1.5 to notify the Council of Commencement of a Phase within 5 (five) Working Days thereof;
- 1.6 to notify the Council of the disposal of the first Dwelling in each Phase in which there will be On-Site Greenspace within 5 (five) days thereof;
- 1.7 to notify the Council of first Occupation of each Phase within 5 (five) Working Days thereof;
- 1.8 to notify the Council of Occupation of 50% of the Dwellings on each Phase within 5 (five) Working Days thereof;
- 1.9 to notify the Council of Occupation of the 50th (fiftieth) Dwelling within 5 (five) Working Days thereof;
- 1.10 to notify the Council of Occupation of the 249th (two hundred and forty ninth) Dwelling within 5 (five) Working Days thereof;
- 1.11 to notify the Council of Occupation of the 299th (two hundred and ninety ninth) Dwelling within 5 (five) Working Days thereof;
- 1.12 to notify the Council of Occupation of the 399th (three hundred and ninety ninth) Dwelling within 5 (five) Working Days thereof;
- 1.13 to notify the Council of Occupation of the 499th (four hundred and ninety ninth) Dwelling within 5 (five) Working Days thereof;
- 1.14 to notify the Council of Occupation of the 599th (five hundred and ninety ninth) Dwelling within 5 (five) Working Days thereof;
- 1.15 to notify the Council of Occupation of the 699th (six hundred and ninety ninth) Dwelling within 5 (five) Working Days thereof;
- 1.16 to notify the Council of Occupation of 25% and 75% of the Open Market Dwellings on each Phase; and
- 1.17 to notify the Council of each 12 (twelve) month anniversary of the date determined pursuant to paragraph 6.1 of this Schedule 1.

2. ACCESS (VEHICULAR & SERVICE INFRASTRUCTURE) TO ADJOINING DEVELOPMENT SITES

The Covenantors covenant with the Council:-

- 2.1 unless otherwise first agreed in writing by the Council, prior to Commencement of Development to submit the Adjoining Sites Access Plan to the Council for approval;
- 2.2 not to Commence Development (unless otherwise agreed) until the Adjoining Sites Access Plan has been submitted to and approved by the Council;
- 2.3 prior to Commencement of a Phase to enter into the Infrastructure Agreements to facilitate the dedication and adoption of the Adjoining Site Accesses within that Phase (such Infrastructure Agreements to exclude any obligation to dedicate and secure adoption of the Connections unless a Proportionate Contribution has been received from an Adjoining Landowner pursuant to paragraph 2.7 or 2.8 in which case the Infrastructure Agreements shall include obligations to dedicate and secure the adoption of such Connections);
- 2.4 not to Commence a Phase until the Infrastructure Agreements for the adoption of the Adjoining Site Accesses within that Phase have been entered into pursuant to paragraph 2.3;
- 2.5 to construct the Adjoining Site Access(es) to the boundary of the Land with the Adjoining Development Sites in accordance with the approved Adjoining Sites Access Plan;
- 2.6 to use reasonable endeavours to enter into a Proportionate Contribution Agreement(s) prior to the Commencement of Development and notify the Council upon completion of any Proportionate Contribution Agreement(s);
- 2.7 in the event that the Covenantors and the relevant Adjoining Landowner(s) have entered into a Proportionate Contribution Agreement prior to Commencement of Development, upon receipt of the relevant Proportionate Contribution from the Adjoining Landowner (such receipt to be notified by the Covenantors to the Council) the Covenantors shall at no additional cost to the relevant Adjoining Landowner(s):-
 - 2.7.1 permit the Adjoining Site Access(es) constructed or to be constructed up to the boundary of the relevant Adjoining Development Site(s) to be connected to any similar spine road or highway, together with any drainage and services, which may at any time be provided on the relevant Adjoining Development Site(s);
 - 2.7.2 grant such rights of way, easements and any other rights as are necessary to enable the Adjoining Landowner(s) to use such Adjoining Site Access(es); and
 - 2.7.3 enter into any:-
 - (a) Infrastructure Agreement that may be required in relation to any Connection solely for the purpose of dedicating the same as public highway or as a public sewer(s) (whichever is applicable); and/or
 - (b) other agreement or agreements in relation to the Connection that it may be required to enter into as landowner in relation to granting any wayleaves or service connections;
- 2.8 in the event that the Covenantors and the relevant Adjoining Landowner(s) have not entered into a Proportionate Contribution Agreement prior to Commencement of Development:-
 - 2.8.1 unless otherwise first agreed in writing by the Council, prior to Commencement of Development to submit the Schedule of Adjoining Site Costs to the Council for approval;
 - 2.8.2 not to Commence Development (unless otherwise agreed) until the Schedule of Adjoining Site Costs has been submitted to and approved by the Council;

- 2.8.3 the Council shall be entitled to instruct external surveyors to act on its behalf to review and assess the Schedule of Adjoining Site Costs and the Council shall be entitled to recover from the Covenantors:-
- (a) its reasonable, properly incurred internal costs (including officer time); and
 - (b) its reasonably, properly and diligently incurred external surveying and legal costs,
- (both the internal costs and legal fees to be pre-agreed between the Council and the Covenantors in writing) in reviewing and assessing the Schedule of Adjoining Site Costs and undertaking the review process and the Covenantors will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment;
- 2.8.4 within 60 (sixty) Working Days of receipt of the Schedule of Adjoining Site Costs the Council shall confirm in writing that either:-
- (a) it accepts the Covenantors' calculation of the Proportionate Contribution(s); or
 - (b) it does not accept the Covenantors' calculation of the Proportionate Contribution (the "**Proportionate Contribution Non Acceptance Notice**");
- 2.8.5 in the event that pursuant to paragraph 2.8.4(b) above, the Covenantors and the Council have not agreed the Proportionate Contribution(s) either party shall be entitled to refer the matter to an Expert for determination and each shall use its reasonable endeavours to do so within 2 (two) calendar months of the date of the Proportionate Contribution Non Acceptance Notice (unless otherwise agreed between the Council and the Covenantors) and the date the matter is referred shall be referred hereafter as the "**Referral Date**" and the parties shall when appointing the Expert use reasonable endeavours to procure that the determination from the Expert is progressed expeditiously and made as soon as reasonably practicable following the Referral Date;
- 2.8.6 unless otherwise agreed between the Council and the Covenantors or required by the Expert each shall within a further period of 1 (one) month from the Referral Date submit its evidence and representations to the Expert in respect of the Proportionate Contribution(s);
- 2.8.7 in making his or her determination the Expert shall have regard to:-
- (a) all relevant material submitted to him or her by the Council and the Covenantors;
 - (b) such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise; and
 - (c) the provisions of this Agreement and this Schedule;
- 2.8.8 unless otherwise agreed by the Council and the Covenantors or notified to them by the Expert the Expert shall be appointed on the basis that his or her decision shall include a calculation of the amount of the Proportionate Contribution(s) and shall be final and binding except in case of manifest error;
- 2.8.9 within 10 (ten) Working Days of receipt of confirmation of the Proportionate Contribution(s) from the Council in accordance with paragraph 2.8.4(a) or the

Expert in accordance with paragraph 2.8.8 (as applicable) to notify the relevant Adjoining Landowner(s) of the Proportionate Contribution(s) payable; and

2.8.10 upon receipt by the Current Owner, the Owner or the Developer of the Proportionate Contribution(s) from the relevant Adjoining Landowner(s), to notify the Council in writing and to at no additional cost to the relevant Adjoining Landowner(s):-

- (a) permit the Adjoining Site Access(es) constructed or to be constructed up to the boundary of the relevant Adjoining Development Site(s) to be connected to any similar spine road or highway, together with any drainage and services, which may at any time be provided on the relevant Adjoining Development Site(s);
- (b) grant such rights of way, easements and any other rights as are necessary to enable the Adjoining Landowner(s) to use such Adjoining Site Access(es); and
- (c) to enter into any:-
 - (i) Infrastructure Agreement that may be required in relation to any Connection solely for the purpose of dedicating the same as public highway or as a public sewer(s) (whichever is applicable); and/or
 - (ii) other agreement or agreements in relation to the Connection that it may be required to enter into as landowner in relation to granting any wayleaves or service connections;

2.9 subject to the Covenantors complying with their obligations in this paragraph 2 of this Schedule and the Council not fettering its discretion, the Council shall use reasonable endeavours to impose obligations and/or conditions on any planning permission relating to an Adjoining Development Site to enter into any necessary Infrastructure Agreements to ensure the adoption of any relevant spine road or highway, together with any drainage and services, which may at any time be provided on the relevant Adjoining Development Site(s).

3. AFFORDABLE HOUSING

The Covenantors covenant with the Council:-

3.1 Lower Quartile Affordable Units

- 3.1.1 to procure that all Lower Quartile Affordable Units shall be constructed on the Land in accordance with the Planning Permission and Reserved Matters Approval(s) and approved plans or in accordance with any amended plans showing the location, type and mix of the Lower Quartile Affordable Units approved in writing by the Council;
- 3.1.2 upon commencement of construction of each Phase on which the Lower Quartile Affordable Units are being provided to submit a Marketing Strategy to the Chief Planning Officer and upon approval of the Marketing Strategy to provide Offer Documentation in relation to such Lower Quartile Affordable Units to the Housing Association(s) and at the same time to supply a copy of the Offer Documentation to the Chief Planning Officer; and
- 3.1.3 to use Reasonable Endeavours to dispose of the Lower Quartile Affordable Units as Lower Quartile Affordable Units to a Housing Association during the relevant Offer Period (and beyond this period if negotiations with particular housing associations continue) at the Lower Quartile Price;

3.2 Lower Decile Affordable Units

- 3.2.1 to procure that all Lower Decile Affordable Units shall be constructed on the Land in accordance with the Planning Permission and Reserved Matters Approval(s) and approved plans or in accordance with any amended plans showing the location, type and mix of the Lower Decile Affordable Units approved in writing by the Council;
- 3.2.2 upon commencement of construction of each Phase on which the Lower Decile Affordable Units are being provided to provide Offer Documentation in relation to such Lower Decile Affordable Units to the Housing Association(s) and at the same to supply a copy of the Offer Documentation to the Chief Planning Officer; and
- 3.2.3 to use Reasonable Endeavours to dispose of the Lower Decile Affordable Units as Lower Decile Affordable Units to a Housing Association during the relevant Offer Period (and beyond this period if negotiations with particular Housing Associations continue) at the Lower Decile Price and procure that the Lower Decile Affordable Units are to then be Occupied by no persons other than tenants of a Housing Association at no greater rent than the Target Rent (except as provided by Chapters II and IV of the Housing Act 1996);

3.3 General Provisions

- 3.3.1 in the event that no offers are received from a Housing Association within the relevant Offer Period to purchase all the Lower Quartile Affordable Units and Lower Decile Affordable Units on a Phase (as applicable) on the terms and conditions of paragraphs 3.1.3 and 3.2.3 of this Schedule, to:-
 - (a) notify the Chief Planning Officer of that fact within 14 (fourteen) days thereof; and
 - (b) submit evidence of their compliance with paragraphs 3.1.2 and 3.2.2 of this Schedule to the Chief Planning Officer together with evidence from the Housing Association that they are not willing to so purchase all the Affordable Units on that Phase (if such evidence from the Housing Association is available);
- 3.3.2 in the event that the Chief Planning Officer confirms (acting reasonably) in writing that he is satisfied that:-
 - (a) the Covenantors have used all Reasonable Endeavours to dispose of the Affordable Units on that Phase in accordance with paragraphs 3.1.3 and 3.2.3 of this Schedule; and
 - (b) offers have not been received from a Housing Association to purchase all the Affordable Units during the relevant Offer Period on the terms and conditions of paragraphs 3.1.3 and 3.2.3 of this Schedule,

the Covenantors shall be free to dispose of the relevant Affordable Units on that Phase on the open market at the Open Market Value **SUBJECT TO** the following provisions:-

- (c) the Covenantors shall first pay to the Council the Verification Fee;
- (d) the Covenantors shall pay 25% (twenty-five per cent) of the total Affordable Housing Contribution attributable to the relevant Affordable Units on that Phase to the Council within 25 (twenty-five) working days of the sale of 25% (twenty-five per cent) of the Affordable Units on that Phase on the open market;
- (e) the Covenantors shall pay the remaining 75% (seventy-five per cent) of the total Affordable Housing Contribution attributable to the relevant

Affordable Units on that Phase to the Council within 25 (twenty-five) Working Days of the sale of 75% (seventy-five per cent) of the Affordable Units on that Phase on the open market; and

- (f) on payment of the total Affordable Housing Contribution the Covenantors shall be released from all obligations in paragraph 2 of this Schedule relating to those particular Affordable Units on the Land;

3.3.3 not to permit (unless the Covenantors are entitled to dispose of the Affordable Units on the open market pursuant to paragraph 3.3.2 of this Schedule):-

- (a) Occupation of more than 25% (twenty-five per cent) of the Open Market Dwellings on a Phase until the Covenantors have entered into a legally binding contract with a Housing Association for the transfer of the Affordable Units on that Phase (as applicable); and
- (b) Occupation of more than 75% (seventy-five per cent) of the Open Market Dwellings on a Phase until all the Affordable Units on that Phase (as applicable) have reached Practical Completion;

3.3.4 upon production to the Council of a certified copy of the executed and dated transfer between the Covenantors and the Housing Association in accordance with this paragraph 3 the obligations to provide the Affordable Units hereunder shall be discharged and this shall be noted on the entry relating to the Agreement in the Local Land Charges Register;

3.3.5 any transfer of the Affordable Units shall contain reasonable provisions ensuring that the Affordable Units remain affordable in perpetuity but nothing in this paragraph 3 shall apply upon:-

- (a) the exercise by any person of a statutory right to buy, right to acquire or right to staircase out and take a subsequent freehold interest under the terms of a shared ownership lease based substantially on Homes England's model lease from time to time;
- (b) the exercise of its power of sale by a mortgagee of any of the Affordable Units or the sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by Court Order; or
- (c) any subsequent disposition of the Affordable Units following a disposal falling within paragraph 3.3.5(a) or 3.3.5(b) above.

4. **BRIDLEWAY DIVERSION ORDER COSTS**

The Covenantors covenant with the Council:-

- 4.1 to pay the Bridleway Diversion Order Costs to the Council prior to the Commencement of Development; and
- 4.2 not to Commence Development until the Bridleway Diversion Order Costs has been paid to the Council.

5. **BRIDLEWAY & FOOTPATH IMPROVEMENTS CONTRIBUTION**

The Covenantors covenant with the Council:-

- 5.1 to pay the Bridleway & Footpath Improvements Contribution to the Council prior to first Occupation of the Development; and

- 5.2 not to Occupy any part of the Development until the Bridleway & Footpath Improvements Contribution has been paid to the Council.

6. **BUS SERVICE CONTRIBUTION**

The Covenantors covenant with the Council:-

- 6.1 to pay the first Bus Service Contribution Instalment to the Council within 1 (one) week of either:-
- 6.1.1 the 1 (one) year anniversary of Occupation of the first Dwelling; or
 - 6.1.2 Occupation of the 50th Dwelling (whichever is sooner);
- 6.2 not to Occupy more than 50 (fifty) Dwellings until the first Bus Service Contribution Instalment has been paid to the Council; and
- 6.3 to pay a Bus Service Contribution Instalment to the Council on each 12 (twelve) month anniversary of the date of payment of the first Bus Service Contribution Instalment pursuant to paragraph 6.1 for nine years following payment of the first Bus Stop Contribution Instalment pursuant to paragraph 6.1.

7. **BUS STOPS CONTRIBUTION**

The Covenantors covenant with the Council:-

- 7.1 to pay the Bus Stops Contribution to the Council prior to Commencement of Development; and
- 7.2 not to Commence Development until the Bus Stops Contribution has been paid to the Council.

8. **HARROGATE ROAD CONTRIBUTION**

The Covenantors covenant with the Council:-

- 8.1 to pay the Harrogate Road Contribution to the Council prior to first Occupation of the Development; and
- 8.2 not to Occupy any part of the Development until the Harrogate Road Contribution has been paid to the Council.

9. **ON-SITE GREENSPACE**

The Covenantors covenant with the Council:-

- 9.1 **Provision of On-Site Greenspace**
- 9.1.1 to lay out and complete the On-Site Greenspace within a Phase in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission to the Council's reasonable satisfaction prior to Occupation of more than 50% of the Dwellings (or such other percentage of Dwellings that may first be agreed in writing by the Council **PROVIDED THAT** the Council shall have absolute discretion as to whether it will consider such other percentage) on that Phase; and
 - 9.1.2 not to Occupy more than 50% of the Dwellings (or such other percentage of Dwellings that may first be agreed in writing by the Council **PROVIDED THAT** the Council shall have absolute discretion as to whether it will consider such other percentage) on the relevant Phase until the On-Site Greenspace has been laid out and completed in accordance with paragraph 9.1.1;

9.2 Maintenance of On-Site Greenspace

9.2.1 from completion of the On-Site Greenspace within a Phase on which On-Site Greenspace is being provided, to maintain the On-Site Greenspace within that Phase either:-

- (a) in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission in perpetuity; or
- (b) in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission until such time as the freehold of the On-Site Greenspace within that Phase has been transferred to the Management Company following which the Management Company shall be responsible and liable for the management and maintenance of the On-Site Greenspace within that Phase in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission in perpetuity;

9.2.2 in the event that the On-Site Greenspace within a Phase is to be transferred to and maintained and managed by the Management Company:-

- (a) not to dispose of any of the Dwellings in that Phase:-
 - (i) until details of the Management Company and the Service Charge Terms have been submitted to and approved by the Council **PROVIDED THAT** it is agreed that in the event that the Management Company is already in existence then the Council's approval will not be required in respect of that Management Company and its details shall be provided to the Council for information purposes only; and
 - (ii) without the inclusion of the Service Charge Terms;
- (b) not to Occupy the penultimate Dwelling on that Phase until the Management Company has been engaged to manage and maintain the On-Site Greenspace within on that Phase **PROVIDED THAT** it will be a term of the engagement of the Management Company that it will manage and maintain the On-Site Greenspace in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission;
- (c) not to transfer the On-Site Greenspace within any Phase other than to the Management Company in accordance with the terms of this Schedule;
- (d) to ring fence funds paid to the Management Company pursuant to the Service Charge Terms for use solely in relation to the management and maintenance of the On-Site Greenspace within that Phase **SAVE FOR** where the Management Company is the same company as the SUDS Management Company in which case funds paid to the Management Company are to be applied solely in relation to the management and maintenance of the On-Site Greenspace and the management and maintenance of the SUDS;

9.2.3 upon the On-Site Greenspace having been laid out and completed across the Development as a whole in accordance with the details approved by the Council pursuant to condition 7 of the Planning Permission to the Council's reasonable satisfaction the Owner will transfer the freehold interest in the On-Site Greenspace to the Management Company;

9.2.4 in the event that:-

- (a) the On-Site Greenspace within any Phase is not managed and maintained in accordance with this Schedule; and/or
- (b) the Management Company either ceases to exist or goes into administration,

the Council may upon providing no less than 28 (twenty-eight) days' written notice, enter the Land and carry out any works reasonably required to remedy the default and recover the proper and reasonable costs and expenses incurred from the Covenantors or the Management Company (as applicable);

9.3 Public Access

- 9.3.1 subject to paragraph 9.3.2 to provide and make available the On-Site Greenspace for public use on foot and by bicycle (without charge) 24 (twenty-four) hours a day;
- 9.3.2 not to close the On-Site Greenspace save for 1 (one) day in each calendar year to avoid public rights of way or common rights coming into being **PROVIDED THAT** this shall not prevent:-
 - (a) the temporary closure in the event of emergency;
 - (b) the exclusion of members of the public who in the opinion of the Covenantors should be excluded in the interests of safety, peace, prudent building management or security;
 - (c) the temporary closure for the purposes of carrying out maintenance, repair, cleansing or renewal of the On-Site Greenspace **PROVIDED THAT** the period of closure is reasonable and commensurate with the activity being undertaken and prior written notice is provided to the Council;
 - (d) the temporary closure of all or any part of the On-Site Greenspace for the holding of events with the prior written consent of the Council;
 - (e) the access being subject to such other requirements and regulations as may from time to time be imposed by the Covenantors having regard to overriding reasons of safety, security, anti-social behaviour and prudent building management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior written approval;
- 9.3.3 in the event that the On-Site Greenspace is not made available in accordance with this paragraph 9.3, the Council may upon providing no less than 28 (twenty-eight) days written notice, enter the Land and carry out any works reasonably required to remedy the breach and recover the proper and reasonable costs and expenses incurred from the Covenantors.

10. RACECOURSE APPROACH TRAFFIC MANAGEMENT CONTRIBUTION

The Covenantors covenant with the Council:-

- 10.1 to pay the Racecourse Approach Traffic Management Contribution to the Council prior to Commencement of Development; and
- 10.2 not to Commence Development until the Racecourse Approach Traffic Management Contribution has been paid to the Council.

11. RESIDENTIAL TRAVEL PLAN CONTRIBUTION

The Covenantors covenant with the Council:-

- 11.1 to pay 50% of the total Residential Travel Plan Contributions attributable to the number of Dwellings to be constructed in a Phase to the Council prior to commencement of construction of that Phase;
- 11.2 not to commence construction of any Phase until 50% of the total Residential Travel Plan Contributions attributable to the number of Dwellings to be constructed in that Phase have been paid to the Council;
- 11.3 to pay the balance of 50% of the total Residential Travel Plan Contributions attributable to the number of Dwellings to be constructed in a Phase to the Council prior to the Occupation or more than 50% of the Dwellings in that Phase; and
- 11.4 not to Occupy more than 50% of the Dwellings on a Phase until the balance of 50% of the total Residential Travel Plan Contributions attributable to the number of Dwellings to be constructed in that Phase has been paid to the Council,

such that the total Residential Travel Plan Contributions attributable to all of the Dwellings to be constructed on the Development have been paid to the Council prior to Occupation of more than 50% of the Dwellings in the final Phase.

12. RETAIL DEVELOPMENT

The Covenantors covenant with the Council:-

- 12.1 not to Commence Development until the location of the Retail Serviced Retail Development Land has been submitted to and approved in writing by the Council;
- 12.2 not to Occupy more than 399 (three hundred and ninety nine) Dwellings (or such other number of Dwellings that may first be agreed in writing by the Council **PROVIDED THAT** the Council shall have absolute discretion as to whether it will consider such other number) until:-
 - 12.2.1 the Retail Serviced Retail Development Land and access thereto have been provided; and
 - 12.2.2 the following documents have been submitted to the Council for approval:-
 - (a) an application for Reserved Matters Approval in relation to the Retail Development;
 - (b) the Retail Development Scheme; and
 - (c) the Retail Development Marketing Strategy,

PROVIDED THAT if the Council does not notify the Covenantors of its approval or proposed amendments to the Retail Development Scheme or the Retail Development Marketing Strategy within the 30 (thirty) Working Days of receipt of the same (or such other period of time that the Council may reasonably require) it shall be deemed that the Council has approved the Retail Development Scheme or the Retail Development Marketing Strategy (as applicable) submitted by the Covenantors;

- 12.3 where a Disposal has not already occurred, to begin marketing of the Retail Development in accordance with the approved Retail Development Marketing Strategy within 15 (fifteen) Working Days of receipt of the Council's written approval of the Retail Development Marketing Strategy or where the Council does not provide written approval, within 15 (fifteen) Working Days of the date of deemed approval;
- 12.4 not to Occupy more than 499 (four hundred and ninety nine) Dwellings (or such other number of Dwellings that may first be agreed in writing by the Council **PROVIDED THAT**

the Council shall have absolute discretion as to whether it will consider such other number) until:-

12.4.1 the Retail Development has been provided in accordance with Reserved Matters Approval and is operationally available to be Opened for Trading,

and the Developer has used Reasonable Endeavours to:-

12.4.2 Dispose of the Retail Development to a Retail Occupier; and

12.4.3 procure that the Retail Development is Open for Trading in accordance with the approved Retail Development Scheme;

12.5 in the event that the Covenantors are not able Dispose of the Retail Development to a Retail Occupier in accordance with the provisions of this paragraph 12 of this Schedule by Occupation of the 700th (seven hundredth) Dwelling then it is agreed that the Covenantors shall be released from all obligations in this paragraph 12 of this Schedule relating to procuring that the Retail Development is Open for Trading.

13. SCHOOL TRAVEL PLAN REVIEW FEE

The Covenantors covenant with the Council:-

13.1 to pay the School Travel Plan Review Fee to the Council prior to first Occupation of the Development; and

13.2 not to Occupy any part of the Development until the School Travel Plan Review Fee has been paid to the Council.

14. SUDS

The Covenantors covenant with the Council:-

14.1 Maintenance of SUDS

14.1.1 to submit a SUDS Maintenance Scheme to the Council prior to commencement of construction of the first Dwelling;

14.1.2 not to commence construction of the first Dwelling until a SUDS Maintenance Scheme has been submitted to and approved by the Council;

14.1.3 from completion of the SUDS Works to maintain the SUDS either:-

(a) in accordance with the approved SUDS Maintenance Scheme in perpetuity;

(b) in accordance with the approved SUDS Maintenance Scheme until such time as the freehold of the SUDS has been transferred to the SUDS Management Company following which the SUDS Management Company shall be responsible and liable for the management and maintenance of the SUDS in accordance with the approved SUDS Maintenance Scheme in perpetuity; or

(c) in accordance with the approved SUDS Maintenance Scheme until such time as the SUDS have been adopted by Yorkshire Water;

14.1.4 in the event that the SUDS is to be transferred to and maintained and managed by the SUDS Management Company:-

(a) not to dispose of any of the Dwellings:-

- (i) until details of the SUDS Management Company and the SUDS Service Charge Terms have been submitted to and approved by the Council **PROVIDED THAT** it is agreed that in the event that the SUDS Management Company is already in existence then the Council's approval will not be required in respect of that SUDS Management Company and its details shall be provided to the Council for information purposes only; and
- (ii) without the inclusion of the SUDS Service Charge Terms;
- (b) not to Occupy the penultimate Dwelling until the SUDS Management Company has been engaged to manage and maintain the SUDS **PROVIDED THAT** it will be a term of the engagement of the SUDS Management Company that is will manage and maintain the SUDS in accordance with the approved SUDS Maintenance Scheme;
- (c) not to transfer the SUDS other than to the SUDS Management Company in accordance with the terms of this Schedule;
- (d) to ring fence funds paid to the SUDS Management Company pursuant to the SUDS Service Charge Terms for use solely in relation to the management and maintenance of the SUDS **SAVE FOR** where the SUDS Management Company is the same company as the Management Company in which case funds paid to the SUDS Management Company are to be applied solely in relation to the management and maintenance of the SUDS and the management and maintenance of the On-Site Greenspace;

14.1.5 Upon the SUDS having been laid out and completed across the Development as a whole to the Council's reasonable satisfaction the Owner will transfer the freehold interest in the SUDS to the Management Company;

14.1.6 in the event that:-

- (a) the SUDS is not managed and maintained in accordance with this Schedule; and/or
- (b) the SUDS Management Company either ceases to exist or goes into administration;

the Council may upon providing no less than 28 (twenty-eight) days' written notice, enter the Land and carry out any works reasonably required to remedy the default and recover the proper and reasonable costs and expenses incurred from the Covenantors or the SUDS Management Company (as applicable);

14.1.7 in the event that the SUDS is adopted by Yorkshire Water then upon receipt by the Council from the Owner of satisfactory evidence that the SUDS have been adopted by Yorkshire Water and the maintenance and management responsibility in relation to the SUDS have been transferred to Yorkshire Water the obligations in paragraphs 14.1.3 and 14.1.4 of this Schedule shall thereafter cease and not be applicable.

15. TRAINING AND EMPLOYMENT

The Covenantors covenant with the Council:-

- 15.1 from the start of the tendering process for the construction of the Development and throughout the period when the Development is under construction to use (or procure that its building contractor uses) reasonable endeavours to co-operate and work closely with

Employment Leeds to develop an employment and training scheme to promote employment opportunities for Local People during the construction works;

- 15.2 subject to paragraph 15.3 to use reasonable endeavours (or procure that its building contractor uses reasonable endeavours) to:-
- 15.2.1 employ local contractors, local sub-contractors and Local People in the said construction works;
 - 15.2.2 consult with Employment Leeds with a view to identifying procedures to facilitate the appointment of local contractors, local sub-contractors and Local People in the said construction works; and
 - 15.2.3 prior to the commencement of the construction works agree with Employment Leeds a method statement to facilitate the appointment of local contractors, local sub-contractors and Local People in the said construction works;
- 15.3 nothing in paragraph 15.2 above shall require the Covenantors (or any building contractor appointed by the Covenantors as the case may be) to do or refrain from doing anything that would be contrary to prudent business practice or contrary to law;
- 15.4 subject to paragraph 15.5 below to use reasonable endeavours to procure that the operators of the Retail Development (as applicable):-
- 15.4.1 work with Employment Leeds and agree a method statement identifying the number and types of employment and training opportunities that can be accessed by Local People within such part of the Retail Development and the resources needed to deliver the same;
 - 15.4.2 provide to Employment Leeds on a 6 (six) monthly basis details of the recruitment and retention of Local People as employees within such part of the Retail Development and the training in place for apprentices and the existing workforce by reference to national industry standards; and
 - 15.4.3 provide Employment Leeds and partners identified by Employment Leeds with details of any employment vacancies that are created within such part of the Development, to be provided by way of a monthly updated list of current vacancies;
- 15.5 nothing in the paragraph 15.4 above shall require the Covenantors (or an operator as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law.

16. TRAVEL PLAN

The Covenantors covenant with the Council:-

- 16.1 to implement the approved Travel Plan in accordance with the timescales contained therein and for the duration set out therein;
- 16.2 to comply with the terms of the approved Travel Plan throughout its lifetime and procure that the Travel Plan Co-ordinator complies with its obligations and duties set out in the Travel Plan for the duration of its appointment;
- 16.3 to appoint a nominated Travel Plan Co-ordinator and notify the details of the Travel Plan Co-ordinator to the Chief Planning Officer prior to Commencement of Development and not to Commence Development until the Travel Plan Co-ordinator has been appointed and details notified;

- 16.4 to procure that the Travel Plan Co-ordinator remains appointed for the duration of the Travel Plan plus a period of 5 (five) years following Occupation of the final Dwelling and that it complies with its obligations and duties set out in the Travel Plan for this period;
- 16.5 to review the Travel Plan annually in accordance with the provisions of the approved Travel Plan and submit the results of each review to the Chief Planning Officer;
- 16.6 to have regard to any reasonable recommendations made by the Council from each annual review and incorporate and implement such recommendation; and
- 16.7 in the event that the residential mode split targets set out in the Travel Plan are not met during the Travel Plan monitoring period then the Covenantors and/or the Travel Plan Co-ordinator shall apply the Residual Measures Fund towards the Residual Measures and shall upon the reasonable request of the Council provide evidence that the Residual Measures Fund has been so applied.

17. **TRAVEL PLAN REVIEW FEE**

The Covenantors covenant with the Council:-

- 17.1 to pay to the Council the Travel Plan Review Fee prior to first Occupation of the Development; and
- 17.2 not to Occupy any part of the Development until the Travel Plan Review Fee has been paid to the Council.

18. **YORK ROAD TRO CONTRIBUTION**

The Covenantors covenant with the Council:-

- 18.1 to pay to the Council the York Road TRO Contribution prior to first Occupation of the Development; and
- 18.2 not to Occupy any part of the Development until the York Road TRO Contribution has been paid to the Council.

19. **SCHOOL LAND**

The Covenantors covenant with the Council:-

School Land

- 19.1 unless otherwise first agreed in writing by the Council, not to Commence Development until the Covenantors have:-
 - 19.1.1 provided at their own expense the following information to the Council in relation to the School Land:-
 - (a) a topographical survey (to incorporate the results of the sub-scan survey required to be carried out pursuant to (d) below);
 - (b) site investigation including soakaway tests, CBR tests, WAC tests for contamination, trial holes and/or bore holes as necessary to be able to establish the ground conditions;
 - (c) an Enviro-check report; and
 - (d) a sub-scan survey of the site to identify any below ground services;
 - 19.1.2 provided at their own expense a Ground Condition Survey of the School Land to the Council to establish its suitability and viability for its proposed use **PROVIDED**

THAT if the survey does not confirm the suitability and viability of the School Land the Covenantors shall undertake at their own expense any remediation and/or other works recommended by the Ground Condition Survey to make the School Land suitable and viable for its proposed use and provide a verification report which shall demonstrate that any necessary remediation has been implemented satisfactorily;

- 19.2 for a period of 10 (ten) years from the date of the Commencement of Development to safeguard and retain the School Land for the purposes of the development of a School;

Transfer of the School Land

- 19.3 not to Commence Development until the Covenantors have delivered the Transfer and provided the Relevant Transfer Documents to the Council (the "Offer");

- 19.4 the Offer shall remain open for acceptance for a period of 10 (ten) years from Commencement of Development (or such longer period as may be agreed in writing between the Covenantors and the Council) and from the date of the Offer a restriction shall be entered onto the register for the title for the School Land as follows:-

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Council of Civic Hall Calverley Street Leeds LS1 1UR or their conveyancer that the provisions of paragraph 19.5.2 of Schedule 1 of the agreement dated 20th September 2021 made between (1) Leeds City Council, (2) Stephen Albert Parker, Gordon Neil Parker and Melvin Donald Parker and (3) Taylor Wimpey UK Limited have been complied with

- 19.5 during the period that the Offer remains open:-

19.5.1 not to carry out any activities or works on or to the School Land (save for those required in relation to providing the School Land as School Serviced) unless otherwise agreed with the Council in writing; or

19.5.2 not to make any disposition of the School Land unless otherwise agreed with the Council in writing;

19.5.3 to permit the Council full and unrestricted access to the School Land in order to inspect the School Land via such roads as are available to access the School Land;

- 19.6 the Council may accept the Offer by completing the Transfer;

- 19.7 in the event that the Offer is accepted by the Council:-

19.7.1 the Covenantors shall from the date of acceptance of the Offer permit the Council and its contractors full and unrestricted access over the Permitted Part to the School Land via estate roads or such other route(s) previously agreed in writing between the Covenantors and the Council with or without vehicles, materials, plant, machinery, apparatus and equipment (insofar as possible) via such roads as are available to access the School Land, subject always to any persons exercising such rights complying with any health and safety, traffic management and/or site regulations relating to the Retained Land;

19.7.2 the Covenantors shall Service the School Land prior to Occupation of 250 (two hundred and fifty) Dwellings and provide such evidence as is required by the Council to demonstrate that the School Land is School Serviced;

19.7.3 where those roads already available to access the School Land are not suitable for such construction access as required by the Council, the Covenantors shall within 6 (six) months of the date of acceptance of the Offer by the Council or prior to Occupation of 250 (two hundred and fifty) Dwellings (whichever is the later)

provide a construction access road to the School Land and from the date of completion of such road permit the Council and its contractors full and unrestricted access to the School Land with or without vehicles, materials, plant, machinery, apparatus and equipment via the construction access road;

- 19.7.4 the Covenantors shall provide such rights of access and connection for service media, connections to public utilities and apparatus across part of the Retained Land as may be reasonably necessary to facilitate the construction and operation of a School upon the School Land;
- 19.7.5 within 6 (six) months of the commencement of construction of the School or prior to Occupation of 250 (two hundred and fifty) Dwellings (whichever is the later) the Covenantors shall provide a permanent access road to base course level to the boundary of the School Land;
- 19.7.6 the Covenantors shall provide such assistance to the Council as may reasonably be necessary to enable the Council to obtain all Requisite Consents for the development of a School on the School Land and shall at all times cooperate with and act in good faith towards the Council in relation to such application(s) **AND FOR THE AVOIDANCE OF DOUBT** the Covenantors shall not object to any such application(s) submitted for Requisite Consents;
- 19.7.7 the Covenantors and the Council shall act reasonably and expeditiously at all times in relation to the Transfer of the School Land;
- 19.7.8 it shall be a term of the Transfer of the School Land to the Council so as to bind the land transferred into whosoever hands the same may come that the Council shall covenant:-
- (a) to maintain the School Land from the date the Transfer is accepted;
 - (b) to construct the School on the School Land within 5 (five) years of the date of the Transfer. In the event the School is not constructed on the School Land within 5 (five) years of the date of the Transfer or if the development of the school has commenced in accordance with the terms of section 56 of the 1990 Act but at least 50% of the external walls to the school have not been completed to 1 (one) metre in height within 5 (five) years of the commencement of development of the School the Current Owner may (by written notice to the Council and subject to the Council obtaining any necessary statutory consents, which it shall use reasonable endeavours to obtain as soon as reasonably practicable) require that the School Land be transferred to the Current Owner (or its nominee) for £1.00 (one pound) and in respect of such transfer the following provisions shall apply:-
 - (i) the Council shall subject to obtaining any necessary statutory consents (which it shall use reasonable endeavours to obtain as soon as reasonably practicable) transfer the School Land to the Current Owner (or its nominee) within 1 (one) month of the date of receipt of the written notice referred to above; and
 - (ii) the Council shall transfer the School Land with vacant possession and (provided the School Land was transferred to the Council with full title guarantee) full title guarantee, together with all the same rights of access and connection for services media, connections to public utilities and apparatus across part of the Retained Land as are to be contained in the Transfer to the Council (but not for the avoidance of doubt the obligations to maintain the School Land in paragraph 19.7.8(a), nor construct a School in paragraph 19.7.8(b)

above nor the restriction in paragraph 19.7.8(c) below) and otherwise free of all encumbrances;

- (c) not to permit the School Land to be used for anything other than for Education Purposes and the construction of the School **PROVIDED THAT** the covenant in this paragraph 19.7.8(c) shall solely be for the benefit of the Current Owner and its successors in title to the Green Land;
- (d) to repair and make good any damage that may be caused to access and/or estate roads within the Development caused by construction traffic relating to the construction of the School where it is agreed by the Council that such damage was caused by the construction traffic relating to the construction of the School; and
- (e) upon the completion of the transfer of the School Land to the Current Owner in accordance with paragraph 19.7.8(b) promptly to procure the removal of the restriction entered onto the register for the title for the School Land referred to in paragraph 19.4 above;

19.7.9 if the Council reasonably requires the Covenantors (in their capacity as parties with an interest(s) in the Retained Land) to enter into one or more Statutory Agreements in respect of the development of the School Land the Covenantors shall promptly enter into any such Statutory Agreement(s) and shall use Reasonable Endeavours to procure that any mortgagee shall do so **PROVIDED THAT** any such Statutory Agreement(s) shall:-

- (a) not contain or refer to any restriction condition obligation or other provision which in the reasonable opinion of the Covenantors and the Council would adversely affect the use or Occupation of the Retained Land or any part of it in accordance with the Planning Permission;
- (b) be conditional upon the grant of planning permission for the development of a School on the School Land; and
- (c) provide that the Covenantors shall be released from the obligations contained in such Statutory Agreement following a disposal of its interest in the School Land;

19.8 in the event that the Offer is refused in writing by the Council or is not accepted within 10 (ten) years from the date of the Offer (subject to an extension of time not having been agreed in writing between the Covenantors and the Council) (whichever shall occur first) then the Offer shall lapse and the obligation on the Owner to Transfer the School Land to the Council shall cease and determine. The Council shall in such circumstances promptly procure the removal of the restriction entered onto the register for the title for the School Land referred to in paragraph 19.4 above;

School Contribution

19.9 to pay £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution to the Council prior to Occupation of 300 (three hundred) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council);

19.10 not to Occupy more than 299 (two hundred and ninety nine) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council) until such £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution as referred to in paragraph 19.9 has been paid to the Council;

19.11 to pay a further £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution to the Council prior to Occupation of 400 (four hundred) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council);

- 19.12 not to Occupy more than 399 (three hundred and ninety nine) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council) until such further £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution as referred to in paragraph 19.11 has been paid to the Council;
- 19.13 to pay a further £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution to the Council prior to Occupation of 500 (five hundred) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council);
- 19.14 not to Occupy more than 499 (four hundred and ninety nine) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council) until such further £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution as referred to in paragraph 19.13 has been paid to the Council;
- 19.15 to pay a further £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution to the Council prior to Occupation of 600 (six hundred) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council); and
- 19.16 not to Occupy more than 599 (five hundred and ninety nine) Dwellings (or such other number of Dwellings that may be agreed in writing by the Council) until the balance of £675,000.00 (six hundred and seventy five thousand pounds) Index Linked of the School Contribution as referred to in paragraph 19.15 has been paid to the Council,

such that the total School Contribution has been paid to the Council in full prior to Occupation of the 600th Dwelling.

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;
2. to place the Contributions and any Affordable Housing Contribution in an interest bearing account or in separate accounts as the Council shall at its discretion decide;
3. not to apply the Contributions or any Affordable Housing Contribution for any purpose other than for the purposes set out in this Agreement within the Council's area and to provide (on the reasonable request of the payee or the payee's nominee) evidence that the Contributions, the School Travel Plan Review Fee, the Travel Plan Review Fee and if applicable any Affordable Housing Contribution have been so applied in accordance with this paragraph 3; and
4. that in the event that any of the Contributions or any Affordable Housing Contribution or any part or parts thereof are not expended within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid by the Council at the end of such period to the Current Owner or its nominees.

SCHEDULE 3
HOUSING ASSOCIATIONS

The following Housing Associations are approved by the Council:-

1. Accent Group
2. Anchor
3. Broadacres
4. Clarion Housing Group
5. Connect
6. Guinness Partnerships
7. Habinteg
8. Heylo Housing
9. Home Group
10. Housing & Care 21
11. Incommunities
12. Leeds Federated HA
13. Leeds & Yorkshire HA
14. Leeds & Jewish HA
15. Leeds Community Homes
16. Places for People
17. Progress Housing
18. Salvation Army HA
19. Sanctuary
20. Stonewater
21. Stepforward Homes
22. Together Housing
23. Unity HA
24. Wakefield & District Housing
25. Yorkshire Housing
26. Your Housing
27. Karbon Homes Limited

28. Park Properties Housing Association

29. Hellens Residential

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

)
)
)
)
)



Seal No. 103225



Name

Signature

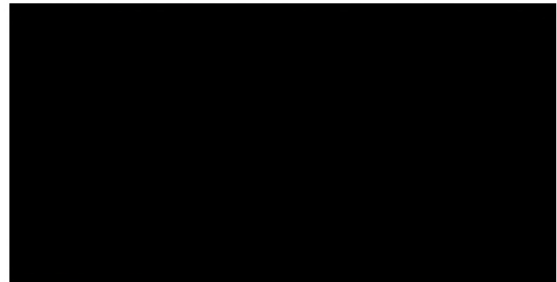


Job Title

SARAH BLENKIN
Commercial Property Team leader

EXECUTED as a DEED by
STEPHEN ALBERT PARKER
in the presence of:

)
)
)
)
)



Signature

Name of witness

RICHARD WHEELDON

Address

Berwins Solicitors
2 North Park Road
Harrogate HG1 5PA

Occupation

SOLICITOR

SIGNED as a DEED (but not delivered until the date hereof)

)
)
)
)
)

by WILLIAM ARTHUR NEIL PARKER

as the Attorney in the name of GORDON NEIL PARKER in exercise of the power conferred upon him by a Power of Attorney dated 6th August 2021 in the presence of:



Witness Signature:

Name:

RICHARD WHEELDON

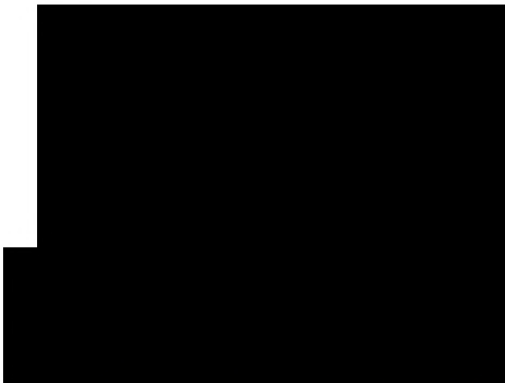
Address:

Berwins Solicitors
2 North Park Road
Harrogate HG1 5PA

Occupation:

SOLICITOR

EXECUTED as a DEED by)
MELVIN DONALD PARKER)
in the presence of:)



Signature

Name of witness

RICHARD WHEELDON

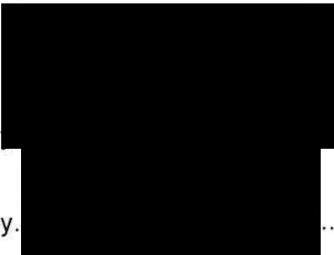
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Berwins Solicitors
2 North Park Road
Harrogate HG1 5PA

Occupation

SOLICITOR

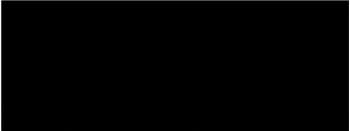
EXECUTED as a DEED by)
TAYLOR WIMPEY UK LIMITED)
acting by its Attorneys in the presence of:-)



Attorney Georgina Dowson

Attorney MICHELLE AVE

Witness signature:



Name:

Paula Robinson
Taylor Wimpey UK Ltd
Rapier House
Colima Avenue
Sunderland
SR5 3XB
Estate Conveyancer

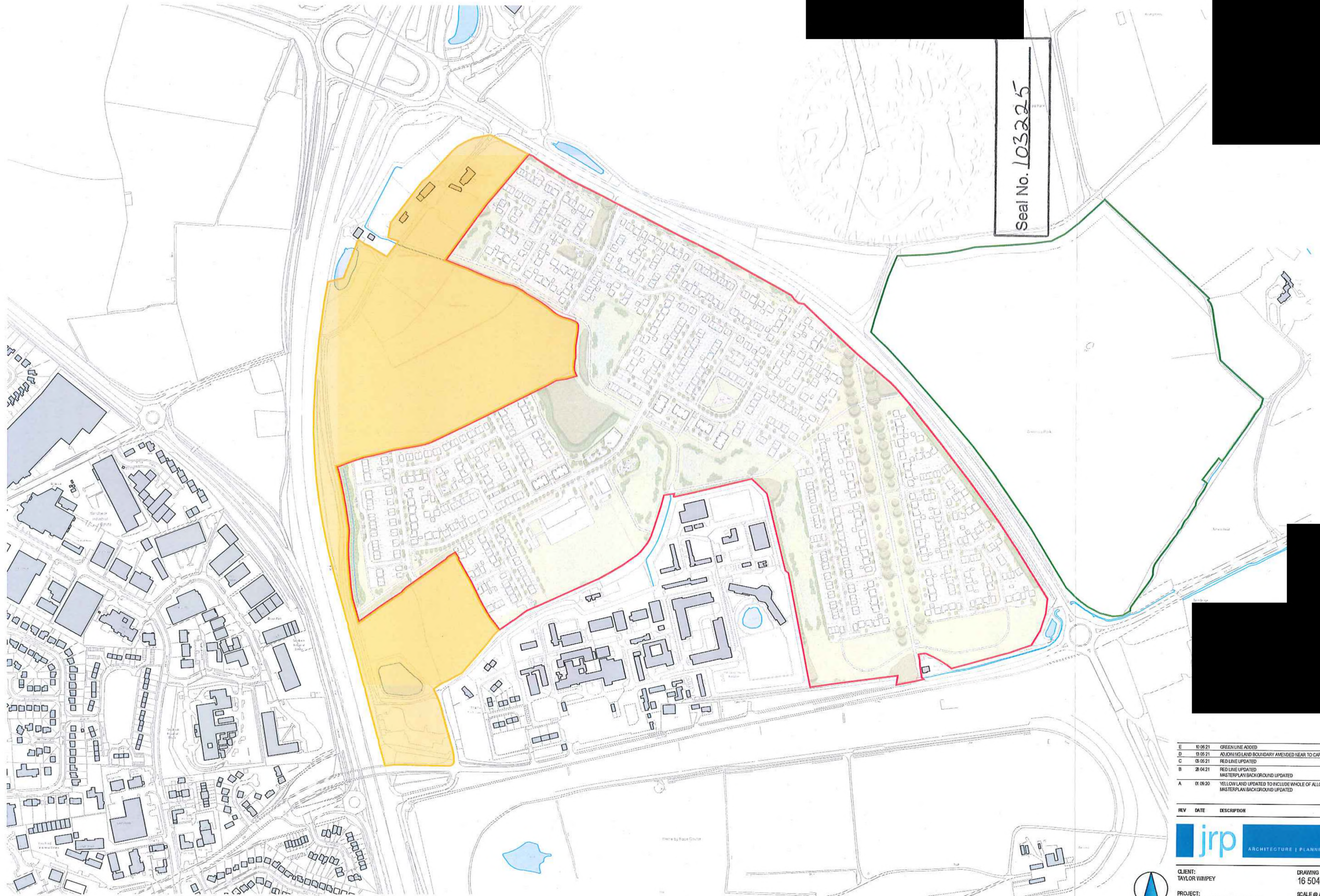
Paula Robinson
Taylor Wimpey UK Ltd
Rapier House
Colima Avenue
Sunderland
SR5 3XB
Estate Conveyancer

Address:

Occupation:

APPENDIX 1

PLAN 1



Seal No. 103225

E	01/06/21	GREEN LINE ADDED	LB
D	03/05/21	ADJOINING LAND BOUNDARY AMENDED NEAR TO CARR LANE	LB
C	05/05/21	RED LINE UPDATED	LB
B	28/04/21	RED LINE UPDATED	LB
A	01/09/20	YELLOW LAND UPDATED TO INCLUDE WHOLE OF ALLOCATION	LB
		MASTERPLAN BACKGROUND UPDATED	

REV	DATE	DESCRIPTION	BY	CHECK
-----	------	-------------	----	-------



CLIENT: TAYLOR WIMPEY
 PROJECT: LAND OFF RACECOURSE APPROACH WETHERBY
 DRAWING: ADJOINING LAND - 1

DRAWING NUMBER: 16 5043 21
 SCALE @ A1: 1:2500
 DRAWN: LB
 CHECKED: LB

DATE: 05/02/20
 DATE:



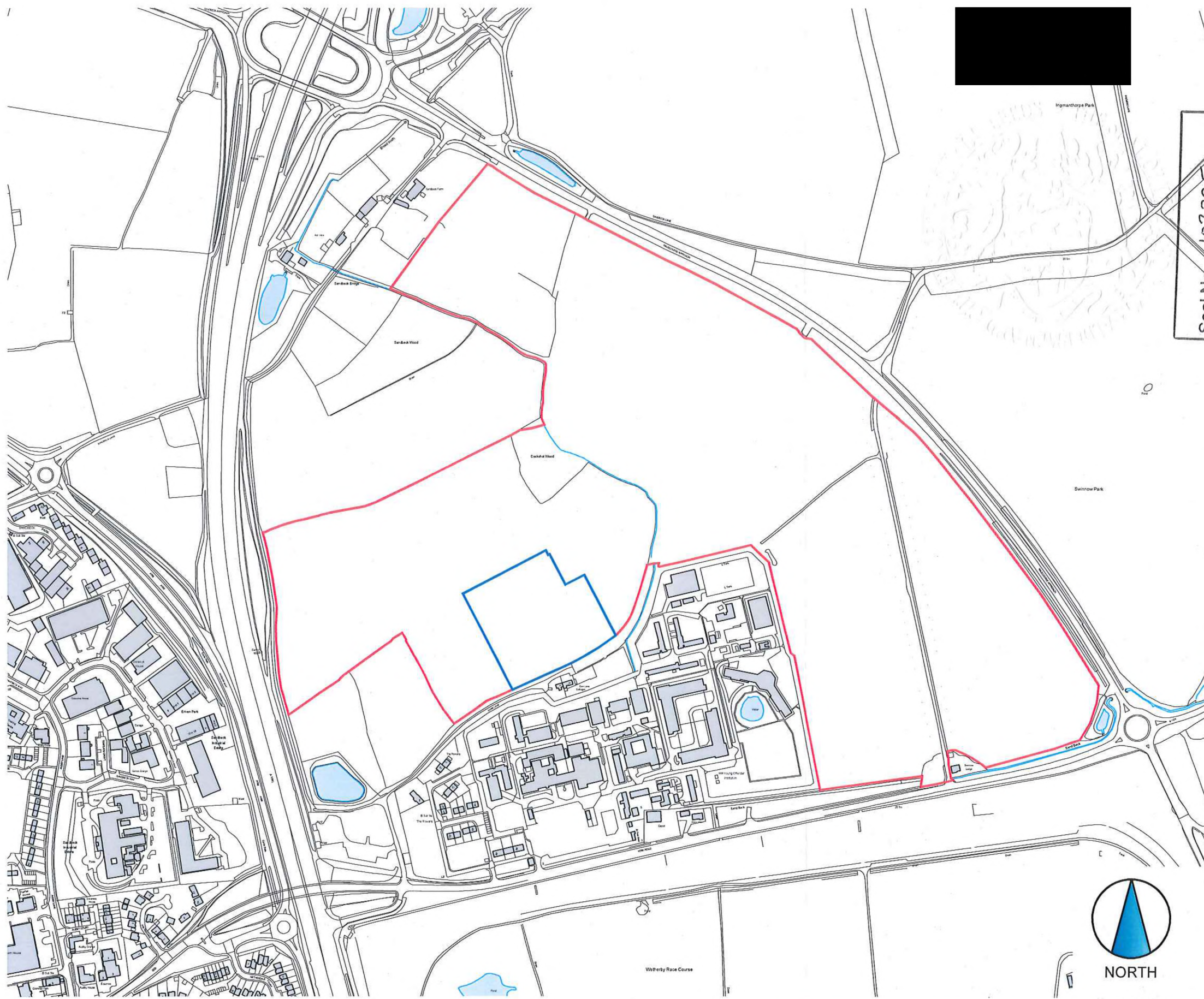
21 / ADJOINING LAND - 1

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 01924 383322 / www.jrpassoc.co.uk / info@jrpassoc.co.uk
 jrpassoc is a trading style of JRP Group Limited

APPENDIX 2

PLAN 2



Seal No. 103225

Rev	Date	Description	Drawn	Check
-----	------	-------------	-------	-------



CLIENT:
TAYLOR WIMPEY

DRAWING NUMBER:
P16 5043 140

PROJECT:
SWINNOW PARK
WETHERBY

SCALE @ A3:
1:5000

DRAWING:
PLAN 2 - SCHOOL LAND

DRAWN: LB **DATE:** 27.08.21

CHECKED: **DATE:**



1:5000 SCALE



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PLAN 2 - SCHOOL LAND

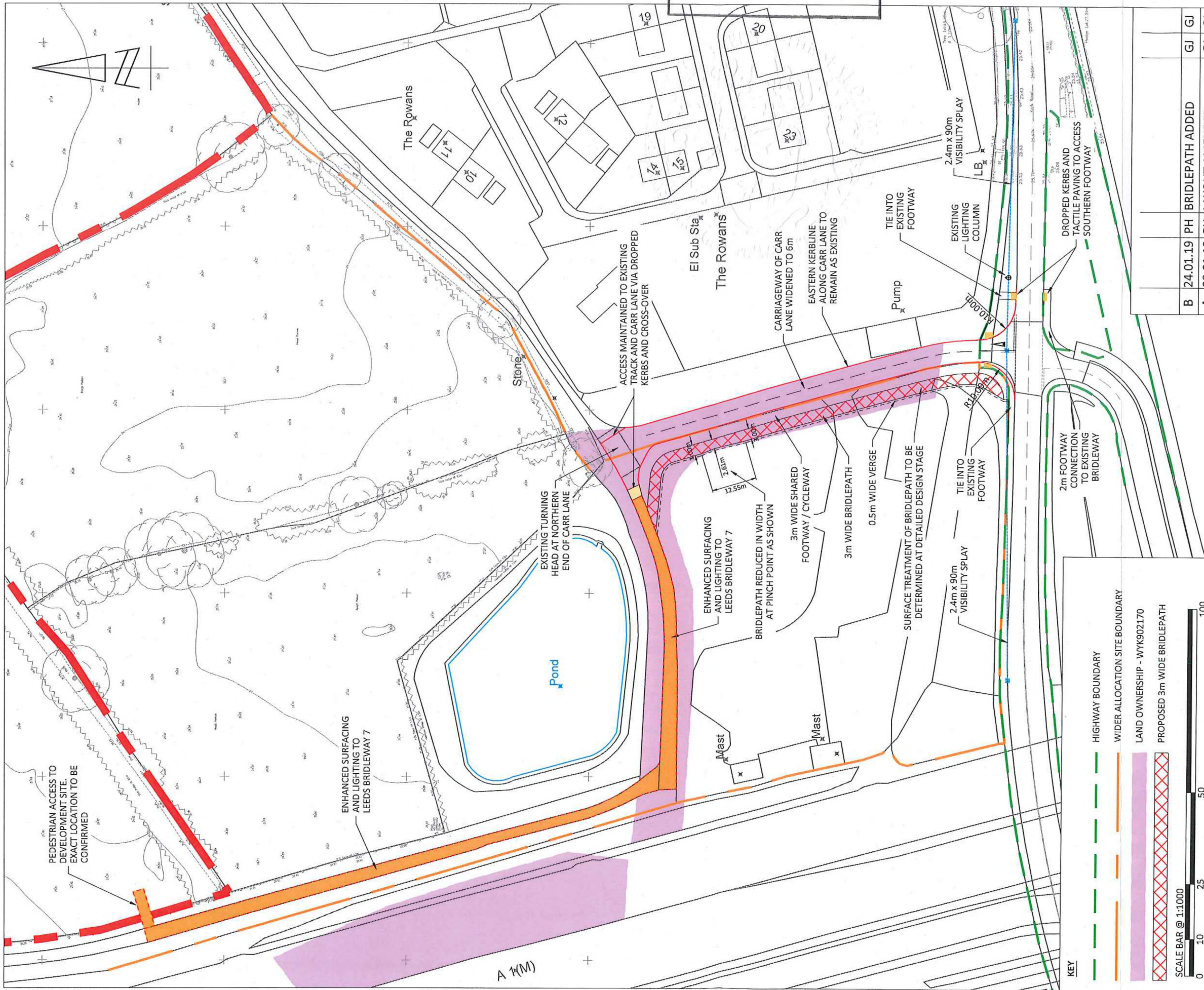
JRP Associates
14 Mariner Court,
Calder Park, Wakefield, WF4 3FL

T 01924 383322
E info@jrpassoc.co.uk
W jrpassoc.co.uk

APPENDIX 3

PLAN 3

Seal No. 103225



KEY

- HIGHWAY BOUNDARY
- WIDER ALLOCATION SITE BOUNDARY
- LAND OWNERSHIP - WYK902170
- PROPOSED 3m WIDE BRIDLEPATH

SCALE BAR @ 1:1000

0 10 25 50 100

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REV	DATE	BY	DESCRIPTION	CHK
B	24.01.19	PH	BRIDLEPATH ADDED	GJ
A	08.01.19	PH	LAYOUT AMENDED	GJ

STATUS: DRAFT

SCALE @ AS: 1:1000

FILE REF: ITM8252

DRAWING No: ITM8252 - GA - 016

PROJECT No: ITM8252

CHECKED: GJ	APPROVED: GJ
DRAWN: PH	DATE: 28.09.18

CLIENT: TAYLOR WIMPEY

TITLE: CARR LANE IMPROVEMENT

PROJECT: SWINNOW PARK, WEATHER

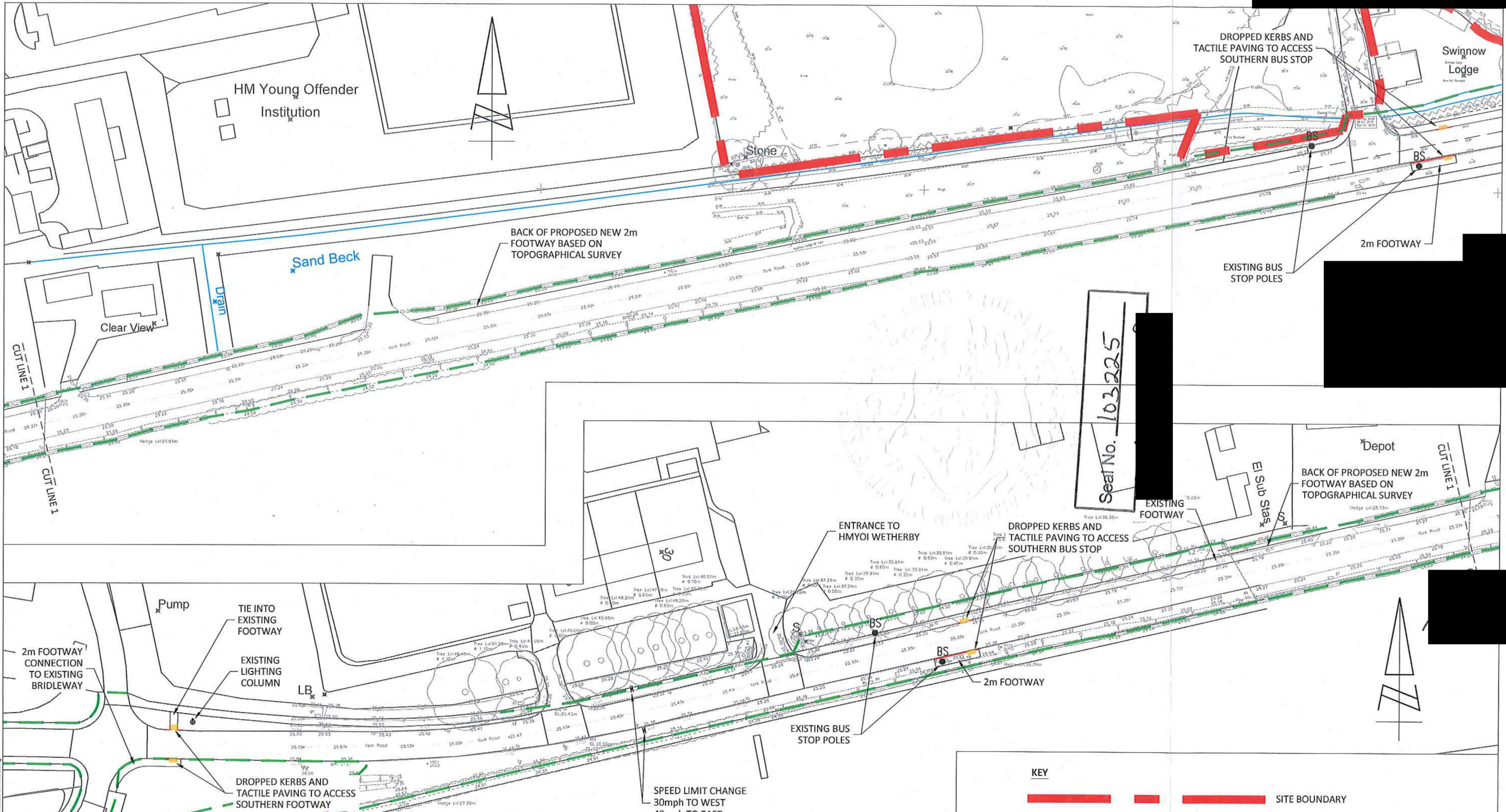


Century House, 129 Deansgate
Manchester, M3 3WR
www.i-transport.co.uk

Tel: 0161 830 2172
Fax: 0161 830 2173

APPENDIX 4

PLAN 4



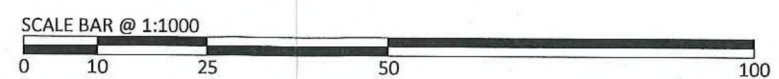
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KEY

— SITE BOUNDARY

— HIGHWAY BOUNDARY



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

REV	DATE	BY	DESCRIPTION	CHK	APD
C	21.12.18	PH	BUS STOPS AND CROSSINGS ADDED	GJ	GJ
B	26.09.17	JB	UPDATED HIGHWAY BOUNDARY AND TOPO	GJ	GJ
A	06.04.17	PH	AMENDED RED LINE AND HIGHWAY BOUNDARY	GJ	GJ
STATUS:			PLANNING		

TITLE:	YORK ROAD - PROPOSED FOOTWAY	
PROJECT:	SWINNOW PARK, WETHERBY	CLIENT: TAYLOR WIMPEY

SCALE @ A3:	1:1000	CHECKED:	GJ	APPROVED:	SE
FILE REF:	ITM8252-GA-005	DRAWN:	PH	DATE:	15.12.2016
DRAWING No:	ITM8252 - GA - 005				
PROJECT No:	ITM8252	REV:	C		

APPENDIX 5
DRAFT DECISION NOTICE

DRAFT

Applicant: Taylor Wimpey

Application Number: 17/02594/OT

Agent: Johnson Mowat
Mr M Johnson
Coronet House
Queen Street
Leeds
LS1 2TW

Proposed Development At: Land Off Racecourse Approach, Wetherby, LS22,

Proposal: Outline application for 800 dwellings, primary school, convenience store (up to 372 sqm), PoS and landscaping

- 1) Application for approval of all reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. The development hereby permitted shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be agreed.

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) Approval of the following details (hereinafter referred to as the reserved matters) shall be obtained from the Local Planning Authority, in writing before the development is commenced.

Layout
Scale
Appearance
Landscaping

Plans and particulars of the reserved matters shall be submitted utilising a planning application form and shall be carried out as approved.

Because the application is in outline only and as no details have been submitted of the reserved matters, they are reserved for subsequent approval by the Local Planning Authority.

- 3) 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.

- 4) The outline consent hereby granted shall be for no more than 800 dwellings.

In order to satisfy the site requirements of the Site Allocations Plan and in the interests of proper planning.

- 5) Prior to the approval of any Reserved Matters, details of a comprehensive Design Brief for application area shall be submitted to and approved in writing by the Local Planning Authority. The Design Brief shall include principles of connectivity into the remaining parts of the wider allocation. Following approval, all Reserved Matters submissions relating to the layout, scale, appearance and landscaping of the site shall accord with the principles and details as set out within the approved Design Brief.

In order to ensure a coherent and comprehensive development of the site is delivered in the interests of proper planning.

- 6) No development shall commence until details of a phasing plan for the permitted site has been submitted to and approved in writing by the Local Planning Authority. The phasing plan shall demonstrate how each phase of the development is to be implemented, including all infrastructure (including Adjoining Site Accesses (as defined in the Section 106 Agreement)), residential development, the retail unit and all associated drainage systems and Greenspace.

In order to ensure that the development is planned in a coordinated way.

- 7) The development hereby permitted shall comprise public open space within the development, including the provision of children's play areas and equipment, in accordance with the requirements of the relevant Core Strategy policy at the time of the Reserved Matters submission. Such details shall also include details of landscaping, how the Greenspace is to remain public in perpetuity and details of its long term maintenance. Each phase of Greenspace should be laid out in accordance with the approved details prior to each phase of the development to which it relates.

In order to meet the requirements of Policy G4 of the Core Strategy (as amended 2019) and/or for the benefits of future residents.

- 8) a) No retained tree/hedge/bush shall be cut down, uprooted or destroyed nor any tree be pruned, topped or lopped or suffer root severance other than in accordance with the approved plans and particulars, without the prior written approval of the Local Planning Authority. Any approved pruning, topping or lopping shall be carried out in accordance with current British Standards and any tree survey approved by the Local Planning Authority.

b) If any retained tree/hedge/bush is removed, uprooted or destroyed or dies the Local Planning Authority shall be notified forthwith in writing. Another tree/hedge/bush of an agreed size and species shall be planted at the same place and at such time, as may be specified in writing by the Local Planning Authority.

Retained tree/hedge/bush refers to vegetation which is to be retained, as shown on the approved plans and particulars, and the condition shall have effect until the expiration of five years from the date of occupation.

To ensure the continuity of amenity afforded by existing vegetation.

- 9) A landscape and woodland 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 permitted site. The landscape and woodland management plan shall be carried out as approved.

To ensure successful aftercare of future landscape and woodland management.

10) No development shall take place on any phase of the permitted site until an Ecological Design Statement (EDS) relating to the watercourse, swales and Sustainable urban Drainage Systems have been submitted to and approved in writing by the LPA. The EDS shall include the following:

- a) Purpose and conservation objectives for the watercourse and water attenuation areas;
- b) Review of the site potential and constraints;
- c) Detailed design and working methods to achieve the stated objectives;
- d) Extent and location of proposed works on appropriate scale maps and plans
- e) Timetable for implementation demonstrating that works are aligned with the proposed phasing of development;
- f) Persons responsible for implementing the works; and
- g) Details of initial aftercare and long term future maintenance.

The EDS shall be implemented in accordance with the approved details and all features shall be retained in that manner thereafter.

To ensure the protection, retention and enhancement of biodiversity, in accordance with Core Strategy policies G8 and G9 and the National Planning Policy Framework.

11) Prior to the commencement of each phase of the permitted site a Construction Environmental Management Plan (CEMP: Biodiversity) shall be submitted to and approved in writing by the Local Planning Authority. The CEMP (Biodiversity) shall include the following:

- a) Risk assessment of potentially damaging construction activities
- b) Identification of biodiversity protection zones
- c) Measures to avoid or reduce impacts during construction
- d) Location and timings of sensitive works to avoid harm to biodiversity features, including nesting birds
- e) The times during construction when specialist ecologists need to be present on site to oversee works
- f) The role of a responsible person (Ecological Clerk of Works) and lines of communication
- g) Use of protective fences, exclusion barriers and warning signs

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the LPA.

To ensure the protection of existing biodiversity features in accordance with Core Strategy Policy G8, the NPPF, and BS 42020:2013.

12) Prior to the commencement of each phase of the permitted site a Biodiversity Enhancement & Management Plan (BEMP) shall be submitted to and approved in writing by the LPA. The Plan shall include details of the following:

- a) Description and evaluation of features to be managed and enhanced;
- b) Extent and location/area of proposed enhancement works on appropriate scale maps and plans;
- c) Ecological trends and constraints on site that might influence management;
- d) Aims and objectives of management;

- e) Appropriate management options for achieving Aims and Objectives;
- f) Prescriptions for management Actions;
- g) Preparation of a work schedule (including an annual plan capable of being rolled forward over a 5 year period);
- h) Details of the body or organisation responsible for implementation of the Plan, and;
- i) Ongoing monitoring and remedial measures.

The Plan shall include details of the legal and funding mechanisms by which the long-term implementation of the Plan will be secured by the developer with the specialist ecological management company responsible for its delivery. The Plan shall also set out (where the results from the monitoring show that the Aims and Objectives of the BEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the Objectives of the originally approved scheme. The approved Plan will be implemented in accordance with the approved details.

To ensure the protection, retention and enhancement of biodiversity, in accordance with adopted Core Strategy policies G8 and G9 and the National Planning Policy Framework.

- 13) No development shall commence for each phase of the permitted site until an updated bat survey and impact assessment has been submitted to and approved in writing by the Local Planning Authority. Once approved, any recommended actions and mitigation measures derived from the survey and impact assessment shall be implemented in full prior to occupation of the relevant phase of the development.

To ensure the protection, retention and enhancement of biodiversity, in accordance with adopted Core Strategy policies G8 and G9 and the National Planning Policy Framework.

- 14) Prior to the commencement of development on each phase of the permitted site, a plan shall be submitted to and approved in writing by the LPA of bat roosting and bird nesting opportunities (for species such as House Sparrow, Starling, Swift, Swallow and House Martin) to be provided within buildings and elsewhere on-site. The agreed Plan shall show the number, specification of the bird nesting and bat roosting features and where they will be located for the relevant phase. All approved features shall be installed prior to first occupation of the dwelling on which they are located and retained thereafter.

In the interests of nature conservation and biodiversity enhancement, in accordance with Core Strategy Policy G8 and the National Planning Policy Framework.

- 15) No development shall commence on the permitted site until a scheme detailing surface water drainage works, include details of the Sustainable Urban Drainage scheme, has been submitted to and approved in writing by the Local Planning Authority. 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.

The surface water and Sustainable Urban Drainage scheme forms an integral part of the overall design of the development and failure to provide an appropriate scheme would be harmful to interests of flood prevention and sustainable drainage.

- 16) There shall be no discharges of foul water from the permitted site until a foul drainage scheme including details of provision for its future maintenance (e.g. adoption by a Water

Company) has been implemented in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

To ensure satisfactory drainage and pollution prevention.

- 17) Notwithstanding the submission of the approved Flood Risk Assessment (FRA) 19/04/2017 / MT/LDS/WDL/P16-362/006 / Morgan Tucker Ltd, no development shall commence until an updated Flood Risk Assessment has been submitted to and approved in writing by the Local Planning Authority with updated and approved flood risk modelling of Sand Beck and agreement to any mitigation measures required to ensure there is no net loss of flood zone capacity. Once approved, the mitigation measures shall be fully implemented prior to occupation of the development hereby permitted.

To reduce the risk of flooding to the proposed development and future occupants.

- 18) Construction in the relevant area(s) of the site shall not commence until works to protect the 4" water main that is laid within the site boundary have been implemented in full accordance with details that have previously been submitted to and approved by the Local planning Authority. No trees shall be planted within 5 metres either side of the water main.

In order to protect the public water supply and ensure access for purposes of maintenance and repair for the statutory undertaker at all times.

- 19) No building or other obstruction including hard landscape features shall be located over or within 3.5 metres either side of the centre line of the 450mm public sewer ie. a protected strip width of 7 metres, that crosses the site. No trees shall be planted within 3 metres either side of the sewer. If the required stand -off distance is to be achieved via diversion or closure of the sewer, the developer shall submit evidence to the Local Planning Authority that the diversion or closure has been agreed with the relevant statutory undertaker and that prior to construction in the affected area, the approved works have been undertaken.

In order to protect the public sewerage and ensure access for purposes of maintenance and repair for the statutory undertaker at all times.

- 20) No development approved by this permission shall be commenced until the Local Planning Authority in consultation with the Ainsty Internal Drainage Board has approved a Scheme for the provision of surface water drainage works. Any such Scheme shall be implemented to the reasonable satisfaction of the Local Planning Authority before the development is brought into use.

To ensure the development is provided with satisfactory means of drainage and to reduce the risk of flooding.

- 21) A feasibility study into the use of infiltration drainage methods shall be submitted to the LPA for approval together with the submission of the final drainage details for the development. The undertaken Study shall include the results of soakaway tests carried out in accordance with the BRE Digest 365 with an appraisal of various infiltration and SuDS based systems that could be reasonable employed at the development site. The results of the Study shall confirm the options for surface water drainage of the development with due consideration for the hierarchy of surface water drainage as set out in the councils Minimum Development Control Standards for Flood Risk.

To ensure sustainable drainage and flood prevention in accordance with NRWLP policy Water 7 and GP5 of the UDP.

- 22) Before development of any phase commences, the detailed SuDS based Drainage Scheme based on the principles of The SUDS Manual (C753) with design criteria as set out within the Councils Minimum Development Control Standards for Flood Risk should be submitted and approved in writing by the Local Planning Authority. The application should provide suitable drainage drawings, summary calculations and results of all investigations detailing the surface water drainage works as set out below. The maximum rate of discharge shall be in line with the drainage strategy as set out within the Morgan Tucker Drainage Feasibility Statement (ref MT/LDS/WDL/P16-362/004 Rev D dated 06/04/17) unless otherwise agreed with the LPA. 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.
- The detailed design drawings, calculations and supporting information shall include the following:
- (i) Model Information (Micro Drainage or similar approved) to include a plan showing pipework model numbering and network details,
 - (ii) Results: Summary of Results showing all the modelling criteria and summary network results for critical 1 in 2 year, 1 in 30 year and 1 in 100 year plus 40% CC storm events showing maximum water level, flow and velocity and details of any surface flooding anticipated.
 - (iii) A drawing showing the proposed impermeable areas, suitably annotated.
 - (iv) Calculations and any supporting survey and investigations to justify and demonstrate the existing and proposed discharge rate.
 - (v) Drainage Plan showing drainage layout, manholes including cover and invert levels, proposed levels, pipe sizes and gradients, all on -line controls, on and off line storage structures and outfall details.
 - (vi) Plan showing overland exceedance routes in the event of a failure of the drainage system or storm event in excess of the 1 in 100 + 40% CC storm event.
 - (vii) Summary Drainage Report setting out the Drainage Strategy and results of the calculations demonstrating compliance with the above.
 - (viii) Where third party agreements to construct sewers and to discharge flows are required, then written evidence of these two agreements shall be provided.
 - (ix) A timetable for implementation of the drainage works including an assessment of any phasing of the development.
 - (x) Demonstrating that adequate water quality of the off- site surface water flows in accordance with the Simplified Index Approach as set out within Section 26 of the SUDS Manual (C753) can be achieved during all phases of the development.
 - (xi) Where SUDs are only proposed in part or not at all, then a full justification statement shall be provided to demonstrate why it is not considered appropriate or reasonable.

To ensure sustainable drainage and flood prevention in accordance with NRWLP policy Water 7 and GP5 of the UDP.

- 23) No piped discharge of surface water from the permitted site and any phase shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details submitted to and approved by the Local Planning Authority.

To ensure that the site drained in accordance with sustainable drainage principles and in order to prevent overloading, surface water is not discharged to the foul sewer network.

- 24) No development shall commence for each phase of the permitted site until details of any required compensatory flood storage works have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the location of the works, detailed cross sections, details of the maintenance and long term management and details of their implementation. Once approved, the compensatory flood storage works shall be implemented in accordance with the agreed details.

In the interests of sustainable drainage and visual amenity.

- 25) 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'.

- 26) If remediation is unable to proceed in accordance with the approved Remediation Statement, or where significant unexpected contamination is encountered, the Local Planning Authority shall be notified in writing immediately and operations on the affected part of the site shall cease. An amended or new Remediation Statement shall be submitted to, and approved in writing by, the Local Planning Authority prior to any further remediation works which shall thereafter be carried out in accordance with the revised approved Statement.

To ensure that any necessary remediation works are identified to make the site suitable for use.

- 27) 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.

- 28) Any soil or soil forming materials brought to site for use in garden areas, soft landscaping, public open space or for filling and level raising shall be tested for contamination and suitability for use. A methodology for testing these soils shall be submitted to, and approved in writing by, the Local Planning Authority prior to these materials being imported onto site. The methodology shall include information on the source of the materials, sampling frequency, testing schedules and criteria against which the analytical results will be assessed (as determined by risk assessment). Testing shall then be carried out in accordance with the approved methodology. Relevant evidence and verification information (for example, laboratory certificates) shall be submitted to, and approved in writing by, the Local Planning Authority prior to these materials being imported onto the site.

To ensure that contaminated soils are not imported to the site and that the development shall be suitable for use.

- 29) No works shall begin on the development until a Statement of Construction Practice has been submitted to and approved in writing by the Local Planning Authority. The Statement of Construction Practice shall include full details of:

- a) the methods to be employed to prevent mud, grit and dirt being carried onto the public highway from the development hereby approved;
- b) measures to control the emissions of dust and dirt during construction;
- c) location of site compound and plant equipment/storage;
- d) details of workforce parking; and
- e) how this Statement of Construction Practice will be made publicly available by the developer.

The approved details shall be implemented at the commencement of work on site, and shall thereafter be retained and employed until completion of works on site. The Statement of Construction Practice shall be made publicly available for the lifetime of the construction phase of the development in accordance with the approved method of publicity.

The carrying out of the development could result in significant harm to highway safety and accordingly details of construction practice is required to be agreed prior to the commencement of works in order to protect such interests.

- 30) The hours of construction and site deliveries shall be restricted, unless otherwise agreed with the Council, to 08.00hrs to 18.00hrs Monday to Friday and 08.00hrs to 13.00hrs on Saturdays with no works or deliveries taking place on Sundays and Bank Holidays.

In the interests of residential amenity in accordance with saved Leeds UDP Review (2006) policy GP5 and the National Planning Policy Framework.

- 31) No development shall commence until an updated air quality assessment is submitted to and approved in writing by the Local Planning Authority. Once approved, any associated air quality measures that are deemed necessary as a result of air quality related issues shall be implemented in full prior to first occupation of relevant phase of development.

Given the proximity to the A1(M) motorway in the interests of the residential amenity of future occupants.

- 32) No development shall commence until an updated noise survey and noise impact assessment is submitted to and approved in writing by the Local Planning Authority. Once approved, any associated noise mitigation measures that are deemed necessary as a result of noise issues shall be implemented in full prior to first occupation of relevant phase of development.

Given the proximity to the A1(M) motorway and Young Offenders Institute in the interests of the residential amenity of future occupants.

- 33) The development shall not be occupied until a Section 278 Agreement has been entered into and confirmed which secures the required off site highways works, including the following:

- a) Enhancements to Carr Lane, including the carriageway, as well as facilities for pedestrians, cyclists and horses;
- b) Footway / cycleway improvements including crossing facilities between junction 46 of the A1(M) and the northern most Racecourse Approach site access;
- c) All site access works from Racecourse Approach; and
- d) Improvements to York Road, including a footway along the northern flank, west of The Avenue.

In order provide the required standard of access into the site and to mitigate any associated impact in the interests of highway and pedestrian safety.

- 34) All vehicular roads, footways and cycleways to be approved as part of any future Reserved Matters submissions shall be constructed up to the boundary of the site or any other agreed logical feature in order to facilitate access to other areas of land that form part of the overall allocation within the Site Allocation Plan.

In order to facilitate a comprehensive development and to allow reasonable access to other parts of the overall allocation in the interests of proper planning.

- 35) The retail unit hereby permitted shall not be occupied until details of servicing arrangements and car parking have been submitted to and approved in writing by the Local Planning Authority. Once approved, the servicing and car parking area shall be laid out prior to occupation of the retail unit and thereafter retained.

In the interests of highway safety.

- 36) Building operations shall not commence until a scheme for the provision of charging facilities for electrical battery powered vehicles has been submitted to and approved in writing by the Local Planning Authority. The approved charging facilities shall be provided prior to occupation of the relevant part of the development and thereafter be retained for the lifetime of the development.

In the interests of pollution prevention and in order to accord with the Travel Plan SPD, Saved UDP Review (2006) Policy GP5, Core Strategy Policy EN1 and the National Planning Policy Framework.

- 37) As part of the Reserved Matters submission, details of new pedestrian and cycle routes within the development which connect into the existing bridleway and public footpath network shall be submitted to and approved in writing by the Local Planning Authority. Once approved, the agreed details shall be implemented in full and thereafter retained.

In order to integrate the development into the existing bridleway and public footpath network for the benefit of future occupants and users.

- 38) The details submitted pursuant to condition 2 above shall demonstrate how the development shall comply with Policy H4 of the adopted Core Strategy with regard to achieving an appropriate housing mix.

To provide a sustainable form of development that meets the requirements of Policy H4 of the Core Strategy.

- 39) As part of the Reserved Matters submission, details and plans of all housetypes shall be submitted to the Local Planning Authority demonstrating compliance where practically possible with the Councils Accessible Housing Standards under Policy H10 of the Core

Strategy. Once approved, the development shall be implemented in accordance with the approved details.

In order to achieve accessible homes in accordance with Policy H10 of the Core Strategy.

- 40) As part of the Reserved Matters submissions, all residential development should demonstrate compliance with the Councils Minimum Space Standards as set out within Policy H9 of the Core Strategy (as amended 2019).

In order to provide a satisfactory level of amenity for future occupants.

- 41) Prior to the commencement of above ground works within each phase an updated Sustainability Statement shall be submitted to and approved in writing by the Local Planning Authority, which will include a detailed scheme to demonstrate compliance with Core Strategy Policies EN1 and EN2 or any subsequent relevant policies relating to sustainability of climate change that may supersede these in the future, comprising:

- a) a recycled material content plan (using the Waste and Resources Programme's (WRAP) recycled content toolkit)
- b) a Site Waste Management Plan (SWMP)
- c) an energy plan showing the amount of on-site energy produced by the selected Low and Zero Carbon (LZC) technologies and that it produces a minimum of 10% of total demand
- d) details that demonstrate a minimum of 20% carbon dioxide emissions reduction against Part L of the 2013 Building Regulations,
- e) the implementation of the low water usage target 110 litres/person/day

The development of each phase shall be carried out in accordance with the detailed scheme approved for that phase, and

- f) Within 6 months of the final occupation of each phase a post-construction review statement shall be submitted to the Local Planning Authority including demonstration that the terms of the approved Sustainability Statement have been met.

The development and buildings comprised therein shall be maintained thereafter and any repairs shall be carried out all in accordance with the approved Sustainability Statement.

In the interests of sustainable development, and in compliance with Core Strategy Policies EN1 and EN2 or any subsequent relevant policies that may supersede these in the future.

- 42) The new primary school shall not be occupied until the relevant certification to show that the development meets BREEAM standard of excellent has been submitted to the local planning authority.

In the interest of producing a sustainable form of development.

- 43) Within 3 months from the date of the outline approval, details of the location of the primary school shall be submitted and approved writing within a period of 16 weeks of submission by the Local Planning Authority. The approved location shall thereafter form the basis of the future Reserved Matters submission.

In order to provide certainty over the location of the school in the interests of proper planning.

- 44) No development shall take place until a programme of archaeological recording has been secured. This recording must be carried out by an appropriately qualified and experienced archaeological consultant or organisation, in accordance with a written scheme of investigation which has been submitted in writing to and approved in writing by the Local Planning Authority. The works shall be implemented in full in accordance with the approved scheme.

To ensure appropriate archaeological recording in accordance with saved Leeds UDP Review (2006) policies N29 and ARC5, and the National Planning Policy Framework.

- 45) No part of the primary school shall be occupied until details of a Community Use Agreement have been submitted to and approved in writing by the Local Planning Authority. The Community Use Agreement should include details of what facilities will be made available, details of marketing and booking arrangements, details of affordability, timescales and availability of facilities and management responsibilities. Once approved, the school shall be operated in accordance with the agreed Community Use Agreement.

In order to make use of the school land in the interests of sustainability and promoting inclusivity and social integration.

- 46) Prior to the occupation of the Primary School, a School Travel Plan which shall demonstrate measures to encourage alternative modes of transport for staff other than single occupancy of vehicles and include timescales for when those measures shall be put into place, shall be submitted to and approved in writing by the Local Planning Authority. The provisions of the plan, which shall also include procedures for monitoring the uptake of alternative modes of travel and providing evidence of compliance to the Local Planning Authority shall be put into place and thereafter operated in accordance with the approved timescales.

In the interests of amenity and to encourage the use of transport other than single occupancy of a car in accordance with the principles of sustainable transport.

- 47) Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 and any associated provisions of the Town and Country Planning General Permitted Development Order 2015 (including any future amendment or enactment of those Orders), the Class A use hereby permitted shall be A1 shops only and no other use.

In order for the Local Planning Authority to seek control of the use in the interests of sustainable development.

Plans Schedule :-

Plan Type	Plan Reference	Received
Access	ITM8252-GA-001C	05.11.2020
Access	ITM8252-GA-002E	05.11.2020
Access	ITM8252-GA-003B	05.11.2020
Access	ITM8252-GA-005C	21.09.2020
Access	ITM8252-GA-016B	28.01.2019
Site Location Plan/Red Line/OS Plan	P16 5043 01A	19.04.2021

Reason(s) for granting consent:-

For information:-

- 1) In reaching a decision the case officer dealing with the application has worked with the applicant/agent in a positive way to produce an acceptable scheme in accordance with the National Planning Policy framework.
- 2) THIS APPLICATION HAS BEEN DETERMINED BY PANEL RESOLUTION ON 29TH AUGUST 2019.
- 3) The applicant should be aware that there is an Agreement/Obligation by way of undertaking under Section 106 of the Town and Country Planning Act 1990 affecting this site or that there is likely to be a need to enter into such Agreement/offer an Obligation to discharge the requirements of conditions above.
- 4) All reports addressing land contamination should be compiled in accordance with best practice and policies Land 1 of the Natural Resources and Waste Local Plan 2013 and GP5 of the Unitary Development Plan Review 2006.

Prior to preparing any reports in compliance with conditions related to land contamination the applicant is also advised to refer to the Leeds City Council guidance leaflets in the series:- The Development of Contaminated Sites:
The Blue Leaflet (CL2) - Reports in Support of Planning Applications
The Yellow Leaflet (CL4) - Residential Development on Land Affected by Contamination

These leaflets can be obtained at www.leeds.gov.uk/contaminatedland

- 5) This permission does not absolve the applicant(s) from the requirements for compliance with a Building Regulation approval, or the duty of compliance with any requirements of any Statutory Body, Public Utility or Authority.

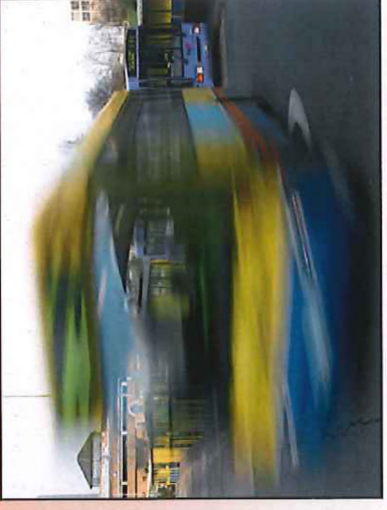
The applicant is advised that where any of the following apply, The Party Wall Act 1996 provisions are relevant, and you may well need to serve notice and get agreement from adjoining owners/neighbour(s) to carry out the work;

- work carried out directly to an existing party wall or structure
- new building at or astride the boundary line between properties
- excavation within 3 or 6 metres of a neighbouring building or structure depending on the depth of the hole or proposed foundations.

- 6) The public footpath/bridleway which crosses/abuts the site should not be closed at any time without the written consent of the Local Highway Authority.
- 7) This permission does not convey or imply any authority for the applicants to enter on to land not in their ownership or control in order to carry out the development hereby approved.

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.

APPENDIX 6
TRAVEL PLAN



Residential Travel Plan

Proposed Residential Development, Swinnow Park, Wetherby

Taylor
Wimpey

Ref: ITM8252-001B R
October 2017



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SECTION 1 INTRODUCTION

Background

i-Transport LLP has been commissioned by Taylor Wimpey UK Limited to produce a Travel Plan in respect of outline proposals for residential-led mixed use development site on land at Swinnow Park, Wetherby. All matters are reserved for future determination except for means of access.

Taylor Wimpey are homebuilding specialists and one of the UK's largest housebuilders. They propose to develop land at Swinnow Park Wetherby for a mixed use scheme comprising upto 800 dwellings, a food store (A1) (maximum of 372sqm), a new primary school, areas of public open space.

This Travel Plan has been prepared for the proposed development in accordance with Leeds City Council's (LCC) adopted Travel Plans Supplementary Planning Document (February 2015) and prevailing national policy guidance. The thresholds identified at Table 5.1 of LCC's Travel Plans SPD note that travel plans are not required for food retail premises of less than 800sqm GFA. Paragraph 5.3.6 of the same SPD notes that school travel plans should cover staff and other non-pupil trips to and from the site and any out-of-hours activities, or where the building is proposed for out of hours use. A school Travel Plan will be produced by the school provider.

The Travel Plan will evolve over time as information on the residents becomes available, such as their means of travel and the locations they travel to. Therefore, the Travel Plan is described as a 'living' document, with its 'life' funded by on-going financial commitments from Taylor Wimpey. The Travel Plan will be implemented on occupation of the residential units.

The main aim of this Travel Plan is to set out the range of measures which will be implemented at the site, to demonstrate how sustainable travel modes can be promoted.

The Travel Plan is designed to improve awareness of the opportunities to reduce car usage (particularly single occupancy journeys) via the promotion of various means such as; car sharing, walking, cycling and use of public transport. The Travel Plan will be promoted widely amongst the residents and users of the development.

Scope of the Travel Plan

- The site location and development proposals.
- Existing transport options available for future residents and users of the site.
- The accessibility of the site.
- The Travel Plan measures to be implemented at the site.
- The targets for the Travel Plan and the penalties if these targets are not met.
- Management and monitoring strategies for the Travel Plan.

A summary of these measures and their timescales can be found towards the end of this document.

The Leeds City Council SPD on Travel Plan contains a checklist of essential components of a Travel Plan. These components are listed below with reference to their location within this report.

Table 1.1: Travel Plan Checklist

Leeds CC Travel Plan SPD Essential Components		Relevant Section
A	Background / Context / Site Assessment / Audit	1, 2 & 3
B	Transport Impact	3
C	Objectives / Overall Strategy	4
D	Measures / Actions	5
E	Targets, Time Frames, Remedial Measures and Potential Sanctions	6
F	Responsibility, Ownership and Travel Plan Co-ordinator	6 & 7
G	Monitoring and Review	7
H	Communication Strategy	7

SECTION 2 PROPOSED DEVELOPMENT

The site is located c.1.6km to the north east of Wetherby town centre. It is bounded by Sandbeck Lane and A1(M) to the west (with A1(M) Junction 46 situated to the northwest), B1224 Racecourse Approach to the east and York Road, Her Majesty's Young Offenders' Institute and Carr Lane to the south.



The vision of the proposals is to create a development that is appropriate in terms of its context, taking account of the location and the offerings within the local area. In total, the potential development area identified in the Site Allocations Plan is 55.43 hectares and is expected to deliver up to 1,100 dwellings and a two-form entry primary school. The development proposed by Taylor Wimpey is for up to 800 dwellings a food store (A1) (maximum of 372sqm), a new primary school areas of public open space.



An Illustrative Masterplan accompanies the application and shows how the remainder of the allocation site could be developed to provide additional residential units.

Vehicular, pedestrian and cycle access will be provided both B1224 Racecourse Approach. Each of the proposed site access junctions is proposed to take the form of a priority junction incorporating a ghost-island right turn lane. Full details of the proposed site accesses are set out in the accompanying TA.

The planning application is accompanied by an Illustrative Masterplan which is reproduced at Appendix A. The final design of the site layout is a reserved matter but it is envisaged that the site will be designed to provide a safe pedestrian and cyclist friendly environment, with traffic calming and footways provided throughout. The final layout will be developed in accordance with the requirements of LCC's adopted 'Street Design Guide' (adopted August 2009).

Car, motorcycle and cycle parking spaces will be provided in accordance with LCC's prevailing standards (currently the 'Parking' SPD, adopted January 2016) and taking account of market conditions.

SECTION 3 THE ACCESSIBILITY OF THE SITE

Introduction

On the key objectives of the Travel Plan is to encourage the use of sustainable travel modes. This section provides an audit of the existing sustainable transport provision within the vicinity of the site.

The proposed site is located to the east of A1(M), whereas Wetherby town centre, which provides a range of facilities catering for each of the principal journey purposes, is west of A1(M). There are however pedestrian, cycle and public transport connections across A1(M) as discussed below.

Existing Public Transport Services

The nearest bus stops to the site are located on York Road (west of Swinnow Lodge). These are served by the 412 service which connects Wetherby to York at a two-hourly frequency. Much of the development site lies beyond a typical walk-distance to these stops.

Express bus services to Leeds are available from Wetherby bus station (circa 1.8km to the south-west of the site), which is accessible via the 412 service. Connections are also available to other regional centres, including Harrogate and Tadcaster.

A summary of existing bus services is shown below in Table 3.1. An area-wide bus map is reproduced at Appendix B

Table 3.1 Existing Bus Services

Stop Location	Route	Frequency			
		Weekday Daytime	Weekday Evening	Saturday Daytime	Sunday Evening
York Road (adjacent to Swinnow Lodge)	412 Wetherby – York	60 – 120	-	60-120	-
	780 Wetherby – Knaresborough	60 – 120	-	60 – 120	-
Wetherby Bus Station	X70 Wetherby – Harrogate/Tadcaster	30	-	30	-
	X98/99 Leeds – Wetherby	30	60	30	60
	173A/174 Wetherby – Wakefield /174A	120 (morning only)	-	120	-
Wetherby Market Place	70/71 Leeds – Wetherby - Harrogate	30	60	30	60
	923 Otley – Wetherby – Tadcaster	150	-	150	-

Source: wymetro.com (accessed October 2017)

Harrogate train station can be accessed in a journey time of approximately 50-minutes via the 412 bus service and then by changing to either the 770/771 or X70 at Wetherby bus station. Harrogate train station provides rail connections to regional destinations including York, Leeds and Knaresborough.

York train station can be reached in a journey time of c. 1 hour by the 412 bus service. York is a major rail hub providing connections across the country.



It is proposed to run a new Hoppa bus service could route between the site and Wetherby bus station, from where express connections to Leeds and other regional centres are available. The service could operate at a frequency of c.20 minute during the day, with more limited services in the evening. The bus service would route within the development site and the Masterplan would be developed to ensure that all residential properties are situated within walking distance of a bus stop.

Walking and Cycling

Walking and cycling will provide important modes of transport for residents to access local facilities, whilst also offering health and environmental benefits. Cycling is considered to represent a viable alternative mode of transport to the private car, as it is a convenient mode of choice for journeys of at least 5km (and beyond for more experienced cyclists) and has additional environmental and health benefits.

The A1(M) can be crossed by pedestrians and cyclists via York Road to the southwest of the site. Lit footways (1.6 – 1.8m wide) are present on both sides of York Road as it bridges over A1(M). York Road continues westwards to provide a direct link to Wetherby town centre. East of Carr Lane, there is a segregated footway (varying in width between c.1.6-1.8m wide) on the northern side of York Road set behind a grass verge. This continues eastwards past HMYOI Wetherby before terminating at the access to commercial premises (c.320m east of Carr Lane).

Walking routes to/from Wetherby town centre are shown in Appendix C.



There is a footway (c. 3.0m wide) on the southern side of B1224 Racecourse Approach between Sandbeck Lane and A1(M)J46 but this is not surfaced and is made up only to binder course.

There are dropped kerbs (but no tactile paving) to facilitate pedestrian movement across B1224 on the approach to A1(M)J45 and street lighting is in place at the motorway junction. There is then a footway on the northern side of B1224 which continues into Moto Wetherby Services (c. 1.8m wide lit footway) and provides access to the MSA Facilities Building.

Public Rights of Way identified on the Definitive Map and Statement in the vicinity of the site have been reviewed:

- Leeds Bridleway 7 is a 2.7m wide path made of crushed stone known as Sandbeck Lane. It runs broadly north-south along the site's western boundary, from B1224 Racecourse Approach east of A1(M)J46 to Carr Lane.
- Leeds Footpath 8 routes east/west along the northern boundary of HMYOI Wetherby, from the junction of Carr Lane and Bridleway 8 across the application site to B1224 Racecourse Approach. It continues eastwards as Leeds Footpath 43.
- Non-definitive Bridleway 8 ('The Avenue') traverses the south-eastern part of the site. It routes north/south from York Road, passed Swinnow Lodge, to B1224 Racecourse Approach and on to Sandbeck Lane.

The site lies within cycling distance of Wetherby town centre and the residential areas of Kirk Deighton and Ingmanthorpe. There are several cycle routes which connect the site with the existing facilities in the local area and it is considered that the general topography of the area is conducive to cycling. National Cycle Route (NCR) 66 is located c.1.6km to the south of the site. It links Thorp Arch Industrial Estate with Spofforth Hill. NCR66 connects with the West Yorkshire Cycle Route on Walton Road, which provides a 150-mile circular route connecting towns across West Yorkshire. A copy of the SUSTRANS Cycle Map is provided at Appendix D.

Carr Lane forms the southern part of Leeds Bridleway 7 and is considered suitable for use by pedestrians and cyclists.

Enhanced pedestrian connection is proposed west of The Avenue on York Road to tie into existing provision in the vicinity of HMYOI Wetherby.

A 2.0m wide footway is also proposed on the southern side of B1224 Racecourse Approach along the site frontage west of the proposed northern site access to tie in with the existing footway either side of Sandbeck Lane. The existing footway surface will be improved and dropped kerbs and tactile paving will be incorporated. Dropped kerbs and tactile paving will be provided at the northern site access.

The final design of the site layout is a reserved matter but it is envisaged that the site will be designed to provide a safe pedestrian and cyclist friendly environment, with traffic calming and footways provided throughout. The final layout will be developed in accordance with the requirements of LCC's adopted 'Street Design Guide' (adopted August 2009).

Access to Key Services and Facilities

This following paragraphs consider the accessibility of the site to a range of employment, education, health and retail/leisure destinations in the context of LCC's adopted accessibility criteria, which are set out in Appendix 3 of its adopted Core Strategy.

The criteria for residential developments are:-

- Local services (defined as small convenience shops, grocers, post offices, newsagents etc.) – within a 15 minute walk.
- Employment and town/city centres – within a five minutes' walk to a bus stop offering a 15 minute service frequency to a major public transport interchange, defined as the city centres of Leeds, Bradford or Wakefield.

- Primary education – within a 20 minute walk.
- Secondary education – within a 30 minute direct walk or five minute walk to a bus stop offering a 15 minute service to a major interchange.
- Primary health – within a 20 minute walk

Local Services

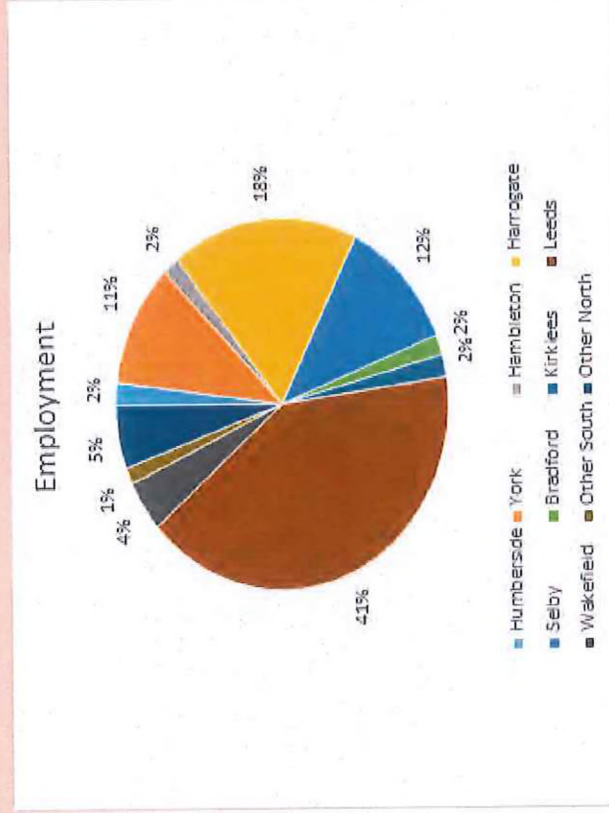
The LCC standard notes that local services, defined as small convenience shops, grocers, post office, newsagents etc. should be within a 15 minute (1200m) walk. The development proposals include a convenience store on the site and hence LCC's standard will be met in respect of local services.

The fuel station at the corner of York Road with Deighton Road is c900 from the edge of the site (c1.3km from the centre of the site) and this provides a range of convenience goods. Wetherby Services at A1(M)J46 also provides a range of services in its Facilities Building and at its Fuel Filling Station.

Notwithstanding the above, there is a comprehensive range of local facilities and services in Wetherby town centre, including a Morrisons' supermarket and other high street stores. There is a Post Office on High Street. The town centre is outside the LCC 1,200m threshold, but it is considered the comprehensive range of goods and services offered will off-set the increased walking distance. The town centre is within 2km of the centre of the site, with this distance being the recognised walking distance set out in the former guidance PPG13.

Employment

The chart below shows work destinations for Wetherby residents, taken from the 2011 Census:



Leeds and Harrogate, which together account for nearly 60% of work destinations, can be reached via express bus services from Wetherby bus station. York is accessible by the 412 bus service that routes past the site.

The LCC standard notes that residential sites should be within a five minute walk to a bus stop offering a 15-minute service to a major public transport interchange (the city centres of Leeds, Bradford or Wakefield). The site does not meet this part of the standard but a new, frequent Hoppa bus service between the site and Wetherby bus station is proposed (discussed in the previous section). From Wetherby bus station, residents and users of the site will be able to connect with four buses per hour to Leeds city centre via the X98, X99 and 770 services. The 174/174A provides an additional two hourly service to Wakefield. Good bus connections will be available to Leeds city centre and within Wetherby itself.

There are various employment locations within Wetherby including the town centre and employment areas off Sandbeck Way. All are within walking distance of the site.

Education

A primary school is proposed as part of the development and hence LCC's standard will be met in respect of primary education (i.e. within a 20-minute walk, which equates to 1,600m).

In addition to the on-site provision, the St. James Church of England Primary School on Hallfield Lane is c800m from the site boundary (c. 1,200m from centre) and the Crossley Street Primary School is c.1,400m from the site boundary (c.1,600m from centre). The National Travel survey identifies that the average length of trips to primary schools is 1.7 miles (2.7km) and that when schools are under one mile away then 78% of children walk to school (Table 0614). Given the close proximity of the primary schools in Wetherby, it is considered the vast majority of pupils on the site will walk to school.

Wetherby High School on Hallfield Lane is c.1km from the edge of the site (c. 1400m from centre), when accessed via York Road and School Road. This meets LCC's standard, which is that secondary schools should be within a 30-minute walk (2.4km). The NTS (Table 0614) identifies that 87% of secondary school pupils walk to school when the distance is less than one mile (1.6km) and again it is considered the vast majority of pupils will walk to secondary school from the development site.

Healthcare

LCC's standards note that primary healthcare (GP surgery) should be within a 20 minute (c1,600m) walk. The Wetherby Surgery and Wetherby Health Centre, both on Hallfield Lane, are c800m and c1,250m from the edge of the site (c1,200m and 1,650m from the centre respectively). The former meets the LCCs criteria and the latter is only marginally beyond it.

The Crossley Street Surgery is c1,400m from the site (c.1,800m from the centre).

There are dentists on York Road (Glen Lea, c800m from the edge of the site / c. 1200m from the centre) and York Place (c1050m edge of site / c1400m centre) and a pharmacy at Boots on Horsefair in the town centre.

The nearest acute hospitals are Harrogate District Hospital and St James' in Leeds although none of the LCC criteria relate directly to access to hospitals. The X70 bus service provides a 30-minute frequency connection to Harrogate and the bus route runs past the hospital. The X98 and X99 services run along Roseville Road in Leeds, c400m from St James' Hospital and these combined provide a 30-minute frequency service.

Retail and Leisure

The development proposals include small foodstore on the site.

The Morrison's superstore and Marks and Spencer's Simply Food stores in Wetherby town centre provide the nearest food retail offer. There is also a Sainsbury's Local store on Crossley Street. Wetherby town centre also has a wide range of non-food retail destinations.

With regard to leisure pursuits, Wetherby town centre provides a cinema and there are golf, cricket and rugby clubs on the southern side of the town. Wetherby Racecourse is located just south of the site.

Accessibility Summary

The development proposals will bring forward a convenience store and primary school on site, and as such LCC's accessibility standards in respect of local services and primary education are met.

With regard to the other accessibility criteria, the site benefits from being adjacent to the built area of Wetherby. Wetherby High School is within the threshold distance for secondary education and hence that criterion is met. Primary healthcare facilities are similarly within the prevailing accessibility standard requirement.

It is acknowledged that the site does not meet the adopted accessibility standard in respect of access to employment opportunities and other facilities in city centres (defined as the centres of Leeds, Bradford or Wakefield). This is a function of the location of the settlement of Wetherby; future residents of the site will be able to walk to local work destinations within Wetherby.

The developer has therefore investigated the provision of a bespoke 'Wetherby Hoppla' bus service to link the site with Wetherby bus station and the town centre. Such a service would also afford residents and users of the site the ability to make onward connections at Wetherby Bus Station to regional centres including Leeds and Harrogate and is considered commercially viable.

SECTION 4 OBJECTIVES OF THE TRAVEL PLAN

This Travel Plan has been designed to improve awareness of the opportunities for reducing car usage (particularly single occupancy journeys) through the promotion of car sharing, walking, cycling and public transport.

The Travel Plan will be promoted widely amongst residents, not only to minimise any traffic impacts associated with the development on the surrounding road network, but also to promote the health and environmental benefits of taking exercise by walking and cycling as well as the social aspects of car sharing.

This Travel Plan aims to deliver the following objectives:

- To minimise the total distance travelled by residents and visitors to the site through a reduction in journey lengths and frequency, particularly single occupancy car trips.
- To improve awareness and usage of alternative modes of transport to reduce reliance on the private car.
- To promote car sharing, walking, cycling and public transport as safe, efficient, affordable alternatives to private cars and to highlight the health benefits of adopting sustainable travel patterns.
- To enable people to make informed travel choices.

Residents and users of the site will be informed of the locally available non-car modes of transport and the benefits of adopting sustainable travel patterns. Regular liaison with residents will seek to achieve a long term commitment to changing travel behaviour.

There are a number of benefits that will be derived from the successful implementation of the Travel Plan for residents and users of the site, as well as the wider community. Benefits are expected to include:

- Improved health and fitness through increased levels of walking and cycling.
- Increased flexibility offered through wider travel choices.
- The social aspects of sharing transport with others.

In terms of the wider community, the successful implementation of the Travel Plan will lead to reduced traffic impacts as a result of the reduction in car use.

The overall Travel Plan strategy includes physical measures designed to enhance the sustainable transport provision at the site, travel awareness initiatives and other measures to assist in the achievement of the objectives of the Plan.

The final design of the site layout is a reserved matter but it is envisaged that the site will be designed to provide a safe pedestrian and cyclist friendly environment, with traffic calming and footways provided throughout. The final layout will be developed in accordance with the requirements of LCC's adopted 'Street Design Guide' (adopted August 2009).

TP3 Cycle Parking

Cycle parking will be provided in accordance with the Council's requirements set out in Table 2 of the adopted Parking SPD (January 2016). Separate provision will be made for short-stay and long-stay needs. Long stay parking will be covered, secure and accessible.

TP4 Electric Vehicle Charging Points

Taylor Wimpey is committed to encouraging the use of ultra-low emissions vehicles (ULEV) due to their air quality benefits.

The details of this provision will be confirmed at a later stage in the planning process.

Residents with ULEVs can apply for free Leeds city centre parking permit via <http://www.leeds.gov.uk/residents/Pages/ultra-low-emission-vehicles.aspx>

TP5 Personalised Travel Planning

The TPC will answer any travel related queries that residents have and assist new residents in their travel planning. Studies for the DfT have indicated that personalised travel planning can reduce car use by c.10%. The TPC will therefore offer personalised travel planning to each household, by way of visits to each household and, if appropriate, organised drop-in meetings.

TP6 Travel Information Pack and Guide

These Travel Packs will contain information on public transport services (timetables, maps etc), cycle maps and walking routes. The packs will also contain details of sustainable transport related events such as Bike Week (normally held in June), which can be promoted through the site as an additional tool to encourage people to try new sustainable modes of transport. In addition to national events, local events will also be promoted and the TPC will liaise with LCC Travelwise to circulate details of schemes as and when they arise.

The health and environmental benefits of walking and cycling will also be included within the Travel Packs.

Travel information will be issued to the main contractor during the construction phase to allow workers at the site to be aware of the options to travel to work at the site via sustainable modes.

A list of information sources to be circulated to residents within the travel pack is included below in Table 5.2.

Table 5.2 Sustainable Travel Information Sources

Information	Website
Public transport journey planner	http://www.wymetro.com/howtogetto/
Real time bus information	http://wvpte.acislive.com www.wymetro.com
Public transport information: bus and train timetables and ticketing information	www.nationalrail.co.uk
Train travel information	www.nationalrail.co.uk
Train travel information	www.walkit.com
Walking	www.leeds.gov.uk/cyclemaps
Cycle maps and information	www.sustrans.org.uk https://fourpointmapping.sustrans.org.uk/westyorkshirecyclemap/westyorkshire.html
Car Share schemes	https://liftshare.com/uk/community/wy
School travel information	www.leeds.gov.uk/residents/Pages/schooltravelplans.aspx www.leeds.gov.uk/roadsafety www.livingstreets.org.uk/walk-with-us/walk-to-school www.generationm.co.uk
Useful Travel Apps	http://www.wymetro.com/Useful_Travel_Apps/

TP7 Community Website

A regularly updated community website providing comprehensive travel information of the type included in the Travel Information Pack and Guide, with details of public transport timetable changes and new promotional offers will be set up. The website may also include details of the car share database and links to home delivery and shopping services.

**TP8 Community Notice Board**

A community notice board for travel information will be located at the 'heart' of the development. This will include details of community travel forums at which residents will be invited to give feedback to the TPC.

TP9 'Zero Travel' Options

The TPC will explain the benefits of working at home, internet shopping and home delivery options. These will also be published in the Travel Information Pack and Guide and on the community website.

TP10 Bicycle User Group

The TPC will establish whether significant demand exists across the site for a bicycle user group (BUG) to be established. If such demand exists, the TPC will seek to forge links with local bicycle shops to arrange discounts on purchase and repairs, if possible, for residents and users of the site.

TP11 Car Sharing

There are existing car share schemes operating in the Wetherby area, operated by Liftshare (<https://wy.liftshare.com>) and Bla Blar Car (www.blalacar.co.uk/ride-sharing/wetherby). These services provide a free car sharing service for anyone living in the Wetherby area.

Benefits of car sharing include saving money on vehicle operating costs, cutting down on congestion and pollution and the social benefits of sharing lifts and meeting new people.

The TPC will promote the benefits of these services and will provide support in helping people to register. This will enable residents and users of the site to either car share amongst themselves or with other car sharers in the surrounding area.

TP12 New Hopper Bus Service

It is proposed that a new Hopper bus service could route between the site and Wetherby bus station, from where express connections to Leeds and other regional centres are available. The bus service would route within the development site and the Masterplan would be developed to ensure that all residential properties are situated within walking distance of a bus stop.



TP13 Residential Travel Plan Fund

The developer will make a Residential Travel Plan Fund (RTPF) available. It will be used by the TPC to finance the identified Travel Plan measures.

A Residential Travel Plan Fund will be provided by the Applicant. The fund will cover some or all of the following:

- Public Transport ticketing
- Personalised travel planning
- Cycle purchase schemes
- Car sharing
- Walking and cycling measures and/or promotions
- Further infrastructure enhancements.

The TPC will manage, deliver and audit the RTPF. In particular, the TPC will:

- Administer the RTPF (including putting together an offer of funded measures for residents, establish what residents want, deliver the chosen measures and monitor uptake and usage);
- Agree a schedule with LCC for use of the RTPF;
- Provide to LCC evidence of residents' awareness of the RTPF;
- Reallocate unspent funds; and
- Report on the RTPF in the annual Travel Plan monitoring reports.

[Note to TW: LCC has recently advised us that they have, in consultation with WYCA, dropped the Residential Metrocard scheme and have replaced it with the RTPF. Our first experience of this is that it has resulted in lower costs than did the Metrocard scheme but there is no published formula as yet. The value

TP14 School Walking Bus

The TPC will work with staff at the proposed on-site primary school to develop a walking bus.



Following completion of initial travel surveys, the TPC will review travel patterns associated with trips to other primary schools. If necessary, the TPC will liaise with other local primary schools in the local area to assess the feasibility of developing walking buses, if required.

TP15 Scoot to School Scheme

The TPC will also work with staff at the primary school to promote LCC's Scoot to School scheme.

TP16 Cycle training for Children

Subject to demand identified in the travel surveys, the TPC will organise cycle training for children resident on the site on a bi-annual basis.

SECTION 6 TARGETS AND PENALTIES

Setting Realistic Targets

Travel Plan targets will be set, against which the success of the Travel Plan can be measured. The targets will relate to the agreed external trip generation rates applied to the constituent elements of the proposed development. Thus the initial targets will be as follows:

- The development, when fully occupied, should not generate traffic flows in excess of the target traffic level in the target period.
- The target traffic flows are based upon the traffic flows adopted in the Transport Assessment analysis which equate to 558 and 574 vehicles two-way in the AM and PM peak hours respectively.
- The target period should exclude the highest three working days in any calendar month.
- Traffic monitoring will commence at the occupation of 100 units.
- Targets will be considered as development progresses on a pro-rata / proportional basis.

Modal split targets for the site will also be considered. Initial modal split targets are proposed here for work and school trips.

The targets for journeys to work are related to the drive car alone/single occupancy vehicle modal share. This is derived from census data for the local area. This identifies that 64.5% of work trips are made by car drivers and 5.2% are car passengers, excluding those who work at home.

Thus a 'drive car alone' target has been derived by subtracting the car passenger proportion from the car driver proportion i.e. to give 59.3%. It is then proposed that this is reduced by a further 5% to give a target of a maximum of 56.3%. This approach assumes that only one passenger is ever present in a car and therefore the target will be revised following initial monitoring.

In terms of school trips, the initial target will be to achieve a maximum of 20% of pupils arriving at school by car.

The initial targets will be reviewed following the completion of the baseline travel surveys to be undertaken at the site. This is described in further detail below. The subsequent monitoring of the Travel Plan after these initial baseline surveys and target setting is also described below.

What If Targets Are Not Met?

It is expected that the proposed package of measures will deliver significant sustainable travel benefits and will ensure that the Travel Plan targets are achieved. In the event that the trip generation targets are not met then Taylor Wimpey will pay for further incentives to encourage reduced travel by car.

It is proposed that, if targets are not met, additional travel planning drop-in sessions will be held for a further three years beyond the end of the monitoring period. Personalised one-to-one travel planning will also be undertaken with targeted households, identified from surveys as those with potential to change mode (e.g. who pay for parking for work journeys and who could use a bus). The additional costs per annum would be £10,000 giving a total of £30,000, funded by Taylor Wimpey if targets are not met. The use of personalised travel planning and whether this is the appropriate mechanism to encourage the use of sustainable modes will be assessed and discussed with LCC Travelwise and Highways England. This will consider the best use of the available £30,000 budget.

SECTION 7 MANAGEMENT AND MONITORING

Responsibility and Implementation – Delivering the Plan

Taylor Wimpey will assume overall responsibility for ensuring that the Travel Plan is implemented. The implementation of the Travel Plan measures will be delegated to the TPC who will carry out the day-to-day management of the plan and whose role will be key to the success of the plan.

The TPC will liaise with residents, users of the site and relevant officers at LCC. LCC will be notified of the TPC's contact details upon their appointment which will be before any dwellings are occupied.

The TPC will contact Leeds Travelwise (travelwise@leeds.gov.uk or 0113 378 7598) on appointment to advise that work has commenced on delivering the Travel Plan.

The TPC will work closely with any Housing Association provider on site to ensure that all residents equally receive sustainable travel information and the RTPF offer.

Timescales for Management and Implementation

The monitoring of the Travel Plan will be based upon resident travel surveys which will be arranged by the TPC. These will be compatible with TRICS standard assessment methods. The initial baseline survey will be conducted when 100 dwellings are occupied and the TPC will agree the format of the travel questionnaire with LCC Travelwise prior to occupation of the first unit on the site.

Additional travel surveys will then be undertaken by the TPC annually thereafter to assess the success of the Travel Plan measures. A survey will also be undertaken after all dwellings are occupied.

Following completion of the travel surveys and analysis of the results, the TPC will be responsible for the preparation of an annual monitoring report for issue to LCC Travelwise. The report will be issued to the Council within three months of completion of the surveys. The monitoring report will set out a comparison of the site's traffic generation against the agreed target traffic flows and will provide a summary of the travel plan measures that have been implemented. It will include all survey data, any proposed revisions to the Travel Plan and the annual action plan for the next 12 months.

Table 7.1 summarises the proposed monitoring process with reference to essential steps outlined in the LCC SPD on Travel Plans.

Table 7.1: Monitoring Information

Steps to be Taken	
WHAT will be measured	Traffic flows; modal split; journey purpose; and uptake of discounted Mcards and car sharing
WHEN will monitoring take place	Initial survey at occupation of 100 th dwelling, then annually for five years
WHO will carry out the survey	TPC in conjunction with LCC Travelwise
FUNDING – how survey/monitoring will be funded	Developer will fund the TPC's input into Monitoring & LCC Travel Plan Review Fee
REVIEW – Agree how outcomes will be reviewed	Outcomes of survey will be discussed with LCC and targets set

Marketing and Communication Strategy

For the Travel Plan to be effective, all residents need to be aware of the aims and objectives of the Travel Plan and of all the measures contained therein.

The Travel Plan will be communicated using a variety of methods, including:

- Details on the site sales/marketing website;
- Information available within the sales and marketing suite on site;
- Information presented within the resident Travel Packs as outlined above;
- Travel Plan drop-in sessions and personalised travel planning;
- Additional promotional leaflets / information produced by the TPC as necessary through the lifetime of the Travel Plan.
- A Travel Plan Facebook page will be implemented to enable residents of the development to interact and share and discuss travel arrangements;
- The TPC will produce a regular Travel Plan newsletter and will distribute it to residents.

It is vital that alternative travel options are effectively promoted and marketed to residents of the site, as a lack of information can be a major barrier to the use of more sustainable modes of transport.

SECTION 8 SUMMARY AND CONCLUSIONS

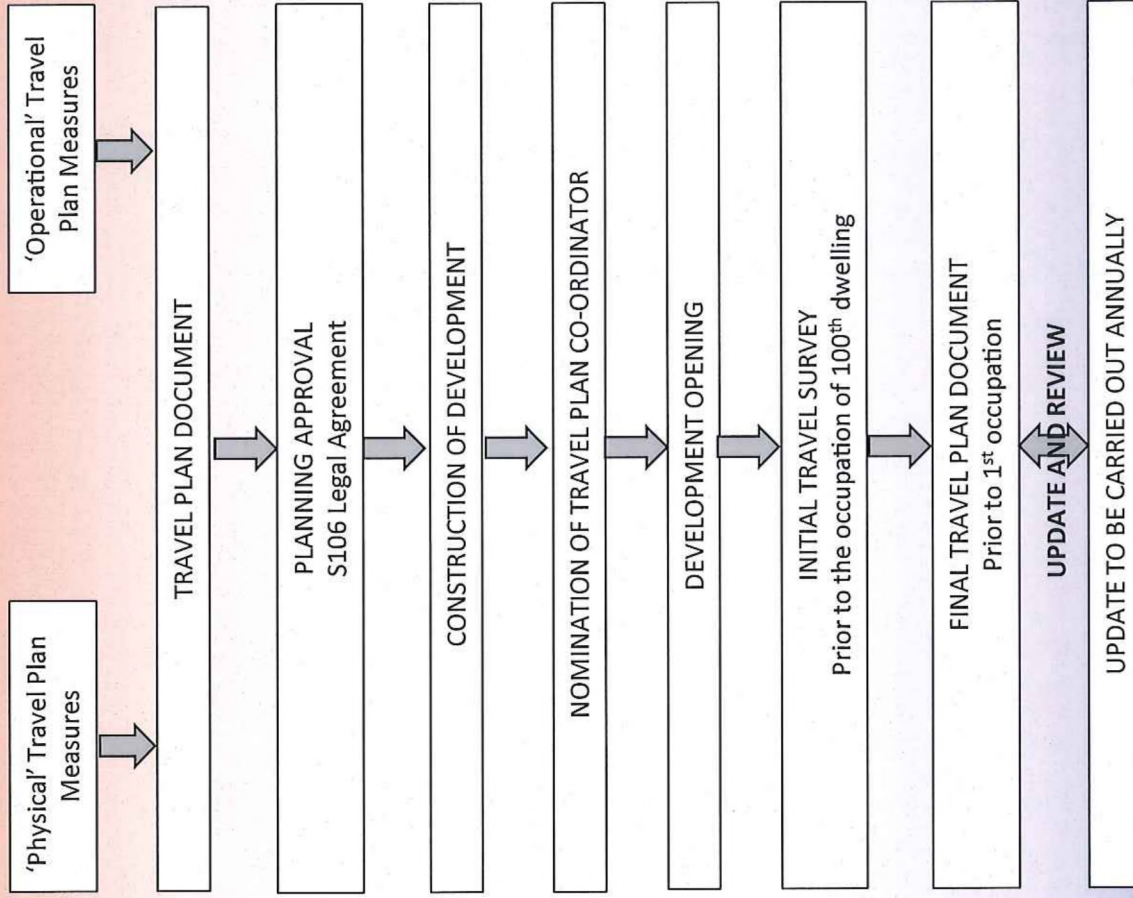
Taylor Wimpey is committed to the promotion of sustainable travel and, to this end, endorse the contents of this Travel Plan which will aim to minimise the usage of single occupancy vehicles by residents and users of the proposed development site.

The following table summarises the measures that will be implemented as part of the Travel Plan and sets out the timescales for their implementation. The life cycle of the travel plan is illustrated below.

Taylor Wimpey considers that, through the implementation of the Travel Plan as well as other initiatives, there is an opportunity to create an exemplary residential-led mixed use development at Swinnow Park, Wetherby.

Table 8.1: Action Plan

Action	Timescale	Responsibility for Action
Prepare Final Travel Plan	Prior to occupation of site	Taylor Wimpey
Appoint Travel Plan Coordinator (TPC) (TP1)	From opening of sales & marketing suite on site to full occupation	Taylor Wimpey
Provide TPC details to LCC Travelwise	Following TPC appointment	TPC/Taylor Wimpey
Construct pedestrian/cycle accesses (TP2)	During construction phase	Taylor Wimpey
Install secure cycle parking (TP3)	Prior to 1 st occupation on site	Taylor Wimpey
Install electricity connection for ultra-low emission vehicle charging (TP4)	Prior to 1 st occupation on site	Taylor Wimpey
Offer personalised travel planning sessions (TP5) and discuss travel choices with residents and users of the site	From occupation and on-going throughout lifetime of Travel Plan	TPC
Issue Travel Information Pack and Guide to residents and users of the site (TP6)	Upon occupation of dwellings, primary school, convenience store and public house	TPC
Set up community website (TP7) and notice board (TP8)	Prior to 1 st occupation on site	Taylor Wimpey
Promote benefits of Home Working / Home Deliveries (TP9)	From occupation.	TPC
Set up Bicycle User Group (TP10)	Subject to demand	TPC
Set up car share scheme (TP11)	Prior to 1 st occupation on site	TPC
Provide subsidy support for Hoppa new bus service (TP12)	Prior to 1 st occupation and quarterly for a five year period	Taylor Wimpey
Set up Residential Travel Plan fund (TP13)	Prior to 1 st occupation	Taylor Wimpey
Consider feasibility of implementing walking bus to off-site schools (TP14)	Following initial travel surveys	TPC/Taylor Wimpey
Promote Scoot to School Scheme (TP15)	Following initial travel surveys	TPC
Provide cycle training for children (TP16)	Following initial travel surveys	TPC
Conduct baseline travel surveys	On occupation of 100 th dwelling	TPC
Conduct subsequent travel surveys	Annually thereafter on anniversary of baseline surveys	TPC
Prepare annual monitoring report and issue to LCC Travelwise	Within 3 months of completion of travel surveys	TPC
Prepare actions plan setting out future travel plan initiatives / measures	If target modal splits not achieved. Action Plan set out in annual monitoring report.	TPC/Taylor Wimpey



Appendix A



**Swinnow Park, Wetherby
Masterplan Schedule of Areas**

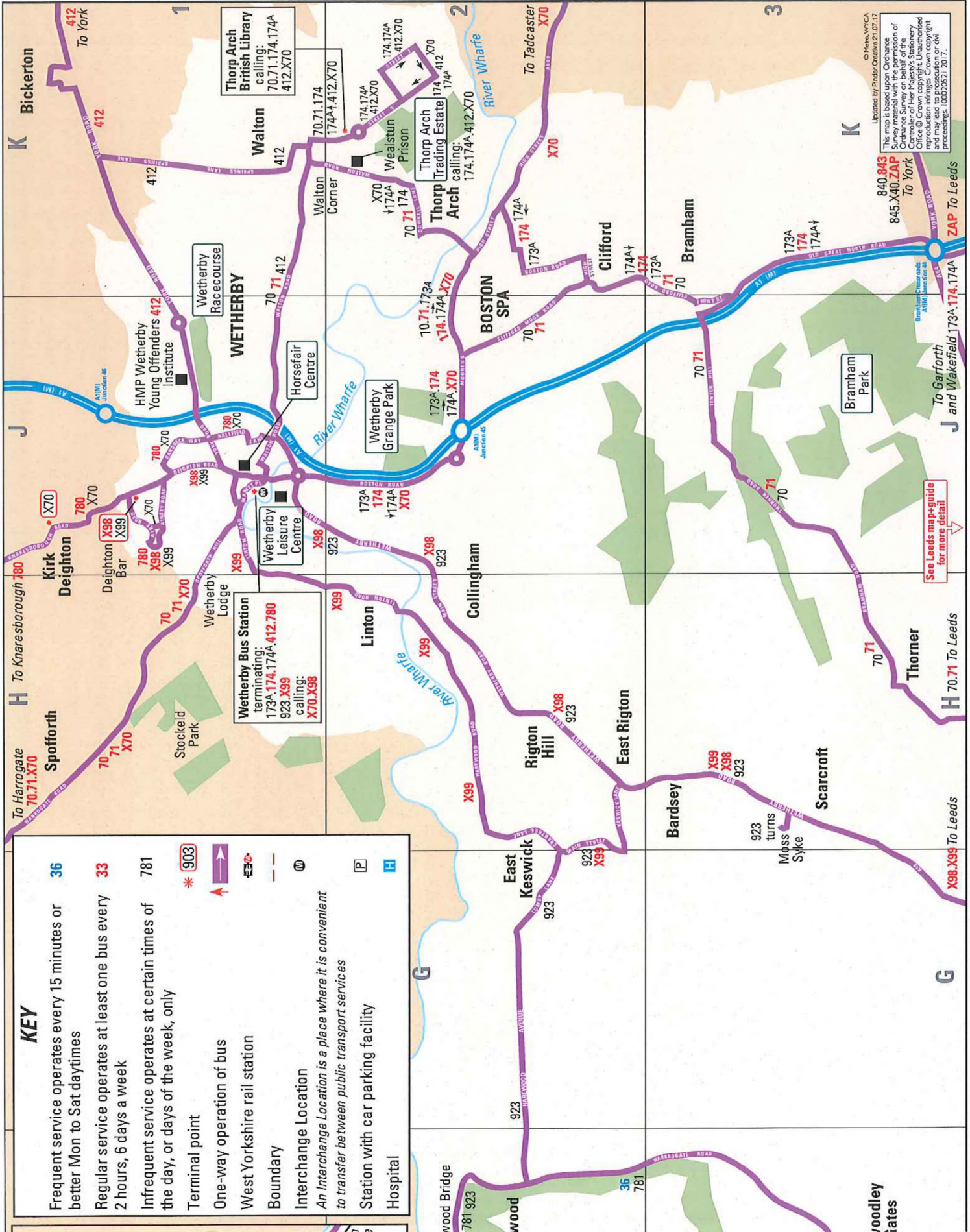
	hectares	acres	density dph	units
Residential				
R1	3.57	8.81	30	107
R2	10.12	25.00	35	354
R3	7.55	18.64	35	264
Sub Total	31.24	52.47		725
SW Attenuation				
SW1	0.41	1.02		
SW2	0.31	0.77		
SW3	0.35	0.87		
SW4	0.47	1.15		
SW5	0.78	1.95		
SW6	0.23	0.57		
Sub Total	2.54	6.28		
Green Infrastructure				
Public Greenspace (exc basins)	11.83	29.23		
Buffers	1.22	3.19		
Other Uses				
School	2.19	5.40		
Maral	0.51	1.25		
Totals	39.89	97.83		725



Appendix B

KEY

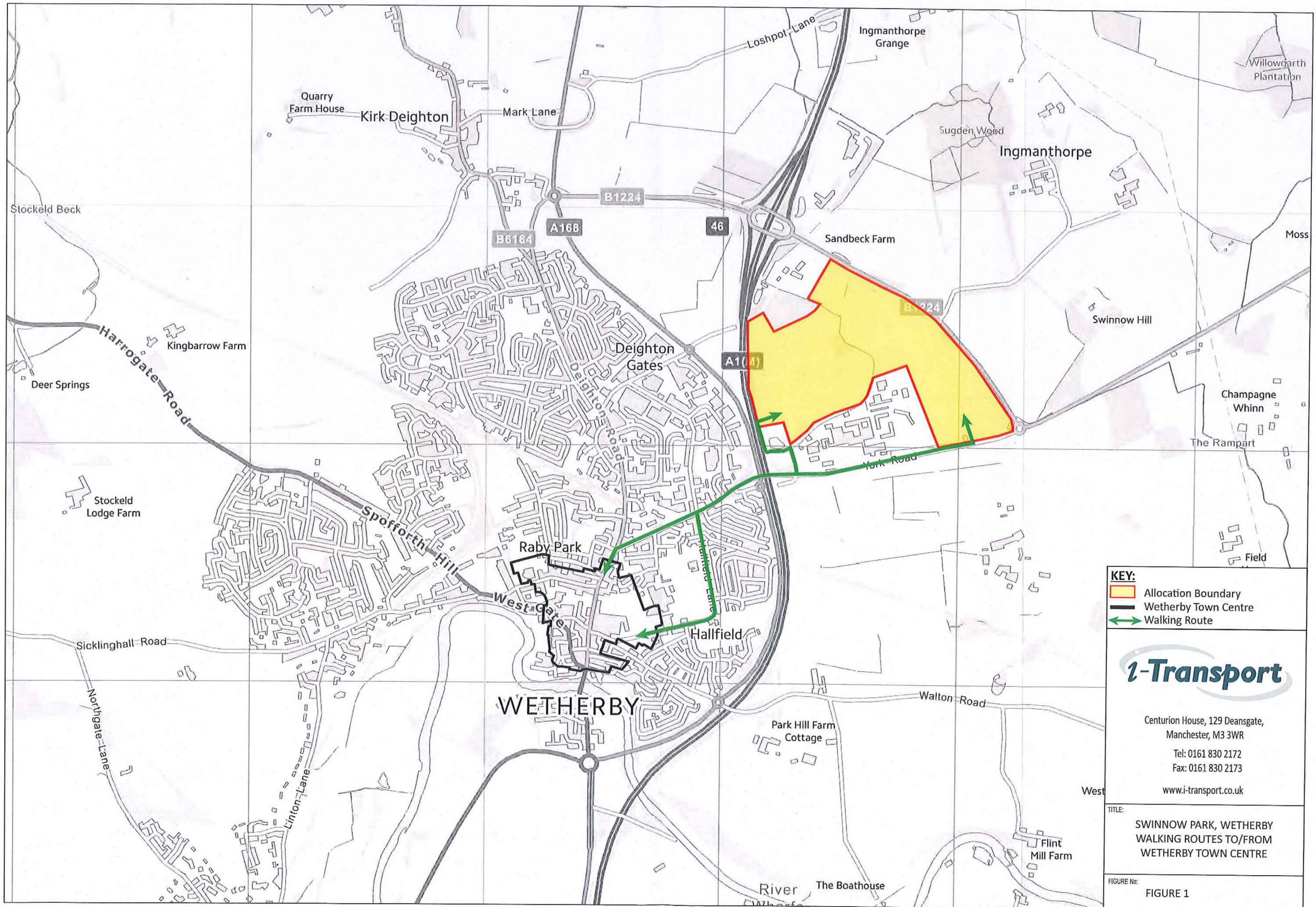
- 36 Frequent service operates every 15 minutes or better Mon to Sat daytime
- 33 Regular service operates at least one bus every 2 hours, 6 days a week
- 781 Infrequent service operates at certain times of the day, or days of the week, only
- 903 Terminal point
- One-way operation of bus
- West Yorkshire rail station
- Boundary
- Interchange Location
- An Interchange Location is a place where it is convenient to transfer between public transport services*
- Station with car parking facility
- Hospital



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See Leeds map-guide for more detail

Appendix C



KEY:
 Allocation Boundary
 Wetherby Town Centre
 Walking Route

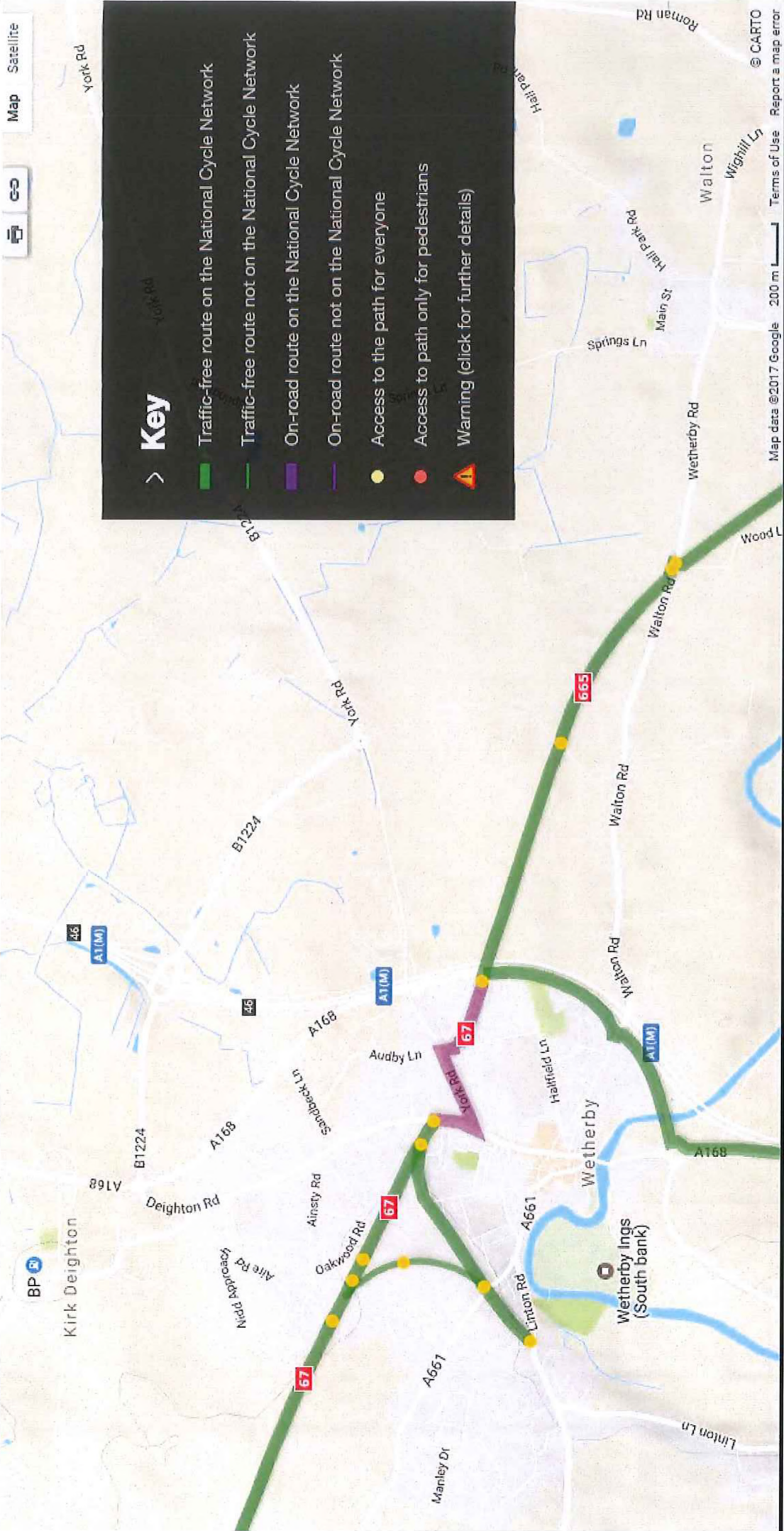


Centurion House, 129 Deansgate,
 Manchester, M3 3WR
 Tel: 0161 830 2172
 Fax: 0161 830 2173
 www.i-transport.co.uk

TITLE:
 SWINNOW PARK, WETHERBY
 WALKING ROUTES TO/FROM
 WETHERBY TOWN CENTRE

FIGURE No:
 FIGURE 1

Appendix D



> Key

- Traffic-free route on the National Cycle Network
- Traffic-free route not on the National Cycle Network
- On-road route on the National Cycle Network
- On-road route not on the National Cycle Network
- Access to the path for everyone
- Access to path only for pedestrians
- ⚠ Warning (click for further details)