

---

Dated: 1 NOVEMBER 2017

- (1) LEEDS CITY COUNCIL
- (2) TEMPLEGATE DEVELOPMENTS LIMITED

---

**Agreement**

---

under section 106 Town and Country Planning Act 1990 relating to land to the east of Junction 45 of the M1 Motorway and to the south of Pontefract Lane, Leeds

CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 1 DAY OF November 2017

Pinsent Masons LLP *Pinsentmasons*

# CONTENTS

<b>Clause</b>		<b>Page</b>
1	INTERPRETATION .....	3
2	EFFECT OF THIS AGREEMENT.....	15
3	OBLIGATIONS OF THE PARTIES.....	16
4	TERMINATION OF PLANNING OBLIGATIONS .....	16
5	COSTS OF THIS AGREEMENT .....	17
6	CHARGE HOLDER.....	17
7	NOTICES .....	17
8	DETERMINATION OF DISPUTES .....	18
9	JURISDICTION .....	18
10	EXECUTION .....	18
<b>Schedules</b>		
1	Notification .....	19
2	Affordable Housing.....	20
3	Travel Plan, Sustainable Travel Fund Contributions, TRO Contribution .....	23
4	Local Employment.....	25
5	Public Open Space .....	27
6	Primary School .....	29
7	Secondary School .....	31
8	Highway Works.....	34
9	Bus Contribution .....	35
10	Local Centre.....	36
11	Nature Reserve.....	37
12	Council's Covenants .....	39
<b>Appendices</b>		
1	Plan 1 .....	40
2	Plan 2 .....	41
3	Plan 3 .....	42
4	Plan 4 .....	43
5	Plan 5 .....	44
6	Plan 6 .....	45
7	List of Housing Associations approved by the Council .....	46
8	List of Schools .....	47
9	Travel Plan .....	48
10	Retained Open Space Strategy .....	49

**THIS AGREEMENT** is made on ..... 1 NOVEMBER ..... 2017  
**BETWEEN:**

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, LS1 1UR ("**the Council**"); and
- (2) **TEMPLEGATE DEVELOPMENTS LIMITED** (registered number 04125370) whose registered office is at Western House, Halifax Road, Bradford, BD6 2SZ ("**the Owner**").

#### **BACKGROUND**

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the purposes of this Agreement for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold proprietor of the Site which is registered at HM Land Registry under title numbers WYK588542, WYK614481, WYK639733, WYK642926, WYK713368 and ~~WYK875490~~ WYK874590 *pm on behalf of the Council and the Owner*
- (C) Pursuant to the Planning Application the Owner has applied to the Council for outline planning permission with all matters reserved except the means of access for the Development.
- (D) On 8 December 2016 the Council's City Plans Panel resolved to defer the determination of the Planning Application and refer the matter to the Secretary of State for Communities and Local Government ("**the Secretary of State**") as a departure from the statutory development plan, with approval of the Planning Application to be delegated to the Chief Planning Officer subject, among other things, to a decision from the Secretary of State declining the opportunity to call-in the Planning Application for his own determination and the completion of this Agreement.
- (E) By way of correspondence dated 22 December 2016 it was confirmed that the Secretary of State had declined to call in the Planning Application.
- (F) The Council would not grant Planning Permission for the Development unless the covenants contained herein were entered into by the Owner.
- (G) The Owner by entering into this Agreement does so to create planning obligations in respect of the Site 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.

#### **OPERATIVE PROVISIONS**

##### **1 INTERPRETATION**

1.1 In this Agreement, the following words and expressions have the following meanings:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Affordable Dwellings"</b>	means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) and includes Lower Decile Affordable Units and Lower Quartile Affordable Units and " <b>Affordable Dwelling</b> " shall be construed accordingly;

<b>"Affordable Housing Contribution"</b>	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 gross internal floor space (excluding the internal floor space of any external garage or external storage area) of the Lower Decile Affordable Units by the Lower Decile Price, plus the sum produced by multiplying the total gross internal floor space (excluding the internal floor space of any external garage or external storage area) of the Lower Quartile Affordable Units by the Lower Quartile Price to be used by the Council in lieu of the Affordable Units on the Site, for the provision of, or improvements to existing Affordable Dwellings elsewhere within the Council's administrative area in the event that <b>paragraph 1.3.2 of Schedule 2</b> is applicable;
<b>"Affordable Units"</b>	means 15% of the total number of Dwellings to be provided as part of the Development comprising 60% Lower Decile Affordable Units and 40% Lower Quartile Affordable Units, the location, mix and type to be agreed in writing with the Council as part of the Reserved Matters Consent;
<b>"Application Site"</b>	means all of the land shown for identification purposes only edged red on Plan 5 known as land to the east of Junction 45 of the M1 Motorway and to the south of Pontefract Lane, Leeds;
<b>"Bus Contribution"</b>	means the sum of £1,750,000.00 (one million seven hundred and fifty thousand pounds) Index Linked to be paid by way of instalments calculated in accordance with the provisions set out in <b>Schedule 9</b> and to be used for the provision of the Bus Service;
<b>"Bus Service"</b>	means the bus to be procured by the Council to offer a regular service aligned with the required level of patronage between the Application Site and the Temple Green Park and Ride;
<b>"Charge Holder"</b>	means any mortgagee or chargee of the Site (or any part thereof) or the successors in title to such mortgagee or chargee or any receiver or manager appointed by such mortgagee or chargee;
<b>"Chief Planning Officer"</b>	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;
<b>"Cleared Site"</b>	means a safeguarded parcel of land, free from obstruction and the surface of which shall be skimmed (but shall not for the avoidance of doubt require cutting and filling) undertaken and completed in accordance with the Remediation Strategy;



<b>“Commencement of Development”</b>	means the date upon which the Development shall commence by the carrying out on the Site pursuant to the Planning Permission and Reserved Matters Consent of a material operation as specified in Section 56(4) of the 1990 Act <b>SAVE THAT</b> the term "material operation" shall not include works relating to the construction and operation of the Road, operations in connection with any work of or associated with demolition, construction of access and service roads site clearance, remediation and/or decontamination works, ground works and site preparation, environmental investigation, site and soil investigations and/or surveys, installation of service media, erection of contractors work compound and erection of site office, erection of fencing to site boundary and "Commence Development" shall be construed accordingly;
<b>“Contributions”</b>	means together the Bus Contribution, the Enforcement Contribution, the Highways Contribution, the Primary School Contribution, the School Bus Service Contribution, the Sustainable Travel Fund Contribution, Nature Reserve Contribution and the TRO Contribution;
<b>“Development”</b>	means the development of the Application Site in accordance with the Planning Permission comprising the creation of a new community comprising up to 1,100 dwellings, a new food store (A1) (up to 2,000sq.m), a new local centre (A1-A5 and D1 and D2) (up to 1,300 sq.m), a new school and areas of public open space, together with the means of vehicular access;
<b>“Dwellings”</b>	means the residential units that may be built on the Site as part of the Development and <b>“Dwelling”</b> shall be construed accordingly;
<b>“Education Purposes”</b>	means school education that encompasses both teaching and learning of knowledge, proper conduct and technical competency through instruction, teaching and training by professional teachers together with associated playing fields that will be provided on the Primary School Land or the Secondary School Land (as the context permits);
<b>“Employment Leeds”</b>	means the Employment and Skills Service of the Council;
<b>“Enforcement Contribution”</b>	means the sum of £15,000.00 (fifteen thousand pounds) to be used by the Council to fund police enforcement of the Traffic Regulation Orders such sum to be Index Linked;
<b>“Expert”</b>	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them by or on behalf of the President for the time being of the Law Society;
<b>“First Service Date”</b>	means the date on which the WYCA first operates the Secondary School Bus Service for the benefit of the public;
<b>“Highways Contribution”</b>	means the sum of £200,000.00 (two hundred thousand pounds) to be used by the Council for the Highway Works;

<b>"Highway Works"</b>	means the works to be undertaken by the Council to Pontefract Lane/Newson Green Road (shown coloured blue, orange and pink on Plan 1) to provide for the resurfacing of Newsam Green Road together with a second reconstruct and resurface over approximately 401 (four hundred and one) meters;
<b>"Homes and Communities Agency"</b>	means the Homes and Communities Agency or anybody or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
<b>"Housing Association"</b>	means any one or more of the housing associations identified in <b>Appendix 7</b> or any other housing association or registered social landlord registered in accordance with Part 1 Chapter 1 of the Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) as proposed by the Owner and approved by the Chief Planning Officer or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as proposed by the Owner and approved by the Chief Planning Officer;
<b>"Independent Surveyor"</b>	means a member of the Royal Institution of Chartered Surveyors appointed by the Owner at its own costs but first approved by the Council and the phrase <b>"Independent Surveyors"</b> shall be construed accordingly;
<b>"Index"</b>	means:- <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> </ul>
<b>"Index Linked"</b>	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 the grant of Planning Permission to the date of payment (or calculation as the case may be) based upon the specified Index last published before the date of the decision to approve the grant of Planning Permission;

- “Legal Interest”** means the legal interest to be Transferred in the Nature Reserve for £1.00 (one pound), free of encumbrances at the point of the Transfer other than any encumbrance(s) existing at the date of this Agreement and/or any encumbrance(s) reasonably necessary to develop, construct and Occupy the Development being either:
- (a) a freehold interest; or
  - (b) a 999 (nine hundred and ninety nine) year leasehold interest
- to be offered to the Council in accordance with paragraph 8 of Schedule 11;
- “Local Centre”** means the area of up to 1,300 (one thousand, three hundred) square metres located within the Site to be used for a mix of A1 to A5 (inclusive), D1 and D2 uses;
- “Local Centre Marketing Campaign”** means the written proposal to be approved by the Council setting out the measures to be introduced by the Owner and at what time in order to advertise the availability for purchase or lease of the Local Centre to third party commercial operators to be used for retail, health and community uses;
- “Local People”** means: -
- (a) persons whose principal place of residence is within the following electoral wards:
    - (i) Burmantofts and Richmond Hill;
    - (ii) Temple Newsam;
    - (iii) City and Hunslet;
    - (iv) Rothwell;
    - (v) Garforth and Swillington;
    - (vi) Gipton and Harehills;
    - (vii) Killingbeck and Seacroft; 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 Dwellings to be disposed of at the Lower Decile Price to a Housing Association(s), the units not to be Occupied by persons other than tenants of a Housing Association(s) at no greater than the Lower Decile comprising 60% of the Affordable Units (unless the Affordable Dwellings are sold on the Open Market in accordance with paragraph 1.3.2 of Schedule 2) ;

- “Lower Decile Price”** means the following sums per square metre of gross internal floor space (excluding the internal floor space of any external garage or external storage area) in accordance with the Council’s SPG Annex July 2005, Revision May 2017 and thereafter updated annually and for the avoidance of doubt 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 £645.04; and
  - (b) in respect of Lower Decile Affordable Units that are flats, the sum of £701.86;
- “Lower Decile”** means a rent no higher than the Homes and Communities Agency target rents;
- “Lower Quartile Affordable Units”** means those Affordable Dwellings to be disposed of at the Lower Quartile Price to a Housing Association(s) and then to be disposed of by the Housing Association(s) at prices and rents above those of Lower Decile, but below market prices or rents, (unless the Affordable Dwellings are sold on the Open Market in accordance with paragraph 1.3.2 of Schedule 2) 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 definition in the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) comprising 40% of the Affordable Units;
- “Lower Quartile Price”** means the following sums per square metre of gross internal floor space (excluding the internal floor space of any external garage or external storage area) in accordance with the Council’s SPG Annex July 2005, Revision May 2017 and thereafter updated annually and for the avoidance of doubt any indexation shall apply to the Lower Quartile Price at that time:
- (a) in respect of the Lower Quartile Affordable Units houses (for sale or rent) the sum of £828.10; and
  - (b) in respect of the Lower Quartile Affordable Units that are market flats (for sale or rent) the sum of £904.37;
- “Management Fee”** means the sum of £6,250.00 (six thousand two hundred and fifty pounds) being the Owner’s 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 Owner 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 dwellings to suitable households;

<b>"Nature Reserve"</b>	means all land and water shown indicatively within the land edged green and shaded yellow on Plan 6 including (but not limited to): <ul style="list-style-type: none"> <li>(a) wet scrapes;</li> <li>(b) ponds and wildflower meadows;</li> <li>(c) native hedgerow;</li> <li>(d) shrub planting;</li> <li>(e) native tree and shrub; and</li> <li>(f) low key footpath networks connecting to bird hides and the adjacent countryside;</li> </ul>
<b>"Nature Reserve Contribution"</b>	means the sum of £250,000 (two hundred and fifty thousand pounds) Index Linked to be paid by the Owner to the Council and expended on the provision by the RSPB of a nature warden post to work at the lake forming part of the Nature Reserve;
<b>"Nature Reserve Management Strategy"</b>	means the strategy for the delivery, management and maintenance of the Nature Reserve to be agreed between the Owner and the Council in accordance with the provisions of Schedule 11 identifying (i) the aims and objective of management of the Nature Reserve; (ii) actions to deliver the aims and objectives of the Nature Reserve Management Strategy; (iii) details of the management body or organisation responsible for implementing the Nature Reserve Management Strategy (iv) the measures to secure the ongoing implementation of the Nature Reserve Management Strategy which shall be in full accordance with the Retained Open Space Strategy;
<b>"Nature Reserve Offer"</b>	means an offer to be made in writing by the Owner to the Council for the Transfer of the Nature Reserve;
<b>"Nature Reserve Title"</b>	means title numbers WYK642926 and WYK874590 as registered at HM Land Registry in so far as those title numbers fall within the Nature Reserve;
<b>"Nature Reserve Use"</b>	a bird and nature park and recreational space for use by members of the public, wildlife groups with ancillary uses thereto in compliance with the Nature Reserve Management Plan or such other open space status as designated by the Council;
<b>"Occupation"</b>	means occupation for the use authorised by the Planning Permission and Reserved Matters Consent and for the avoidance of doubt shall not include occupation for the purpose of constructing or fitting out the Development and <b>"Occupied"</b> , <b>"Occupy"</b> and <b>"Occupying"</b> shall be construed accordingly;
<b>"Offer Documentation"</b>	means plans, drawings, specification 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 Owner to

	a Housing Association: -
	(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, type and size of the Open Market Dwellings; and
	(c) a copy of the Planning Permission, Reserved Matters Consent and this Agreement;
<b>"Offer Period"</b>	means a period of six months from receipt of the Offer Documentation by a Housing Association or Housing Associations during which the Housing Association or Housing Associations may submit an offer for the purchase of the Affordable Units;
<b>"Open Market Dwellings"</b>	means the Dwellings that may be built on the Site as part of the Development excluding the Affordable Dwellings and <b>"Open Market Dwelling"</b> shall be construed accordingly;
<b>"Open Market Value"</b>	means the open market value agreed between the Council and the Owner as being the open market value of an Affordable Unit or if not agreed shall mean an average price based on the opinions of two Independent Surveyors of the price at which the sale of an interest in property 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 Dwelling by reason of this Agreement are disregarded;
	(c) that there are no restrictions as to the persons who may occupy the unit or to whom a transfer or lease of a dwelling may be granted or assigned; and
	(d) that both parties to the transaction had acted knowledgeably prudently and without compulsion;
<b>"Parties"</b>	means the parties to this Agreement;
<b>"Phase"</b>	means any phase of the Development authorised pursuant to a Reserved Matters Consent;
<b>"Plan 1"</b>	means the plan contained in <b>Appendix 1</b> to this Agreement carrying the drawing number 1 dated September 2016;
<b>"Plan 2"</b>	means the plan contained in <b>Appendix 2</b> to this Agreement carrying the drawing number 3125 SK003 01 and labelled Possible Extent of TRO on Pontefract Lane;
<b>"Plan 3"</b>	means the plan contained in <b>Appendix 3</b> to this Agreement carrying the drawing number 1879-112 and labelled Plan 3 – OA Title & School Allocation;

<b>"Plan 4"</b>		means the plan contained in <b>Appendix 4</b> to this Agreement carrying the drawing number SLS-ACM-00-XX-DR-D-1001
<b>"Plan 5"</b>		means the plan contained in <b>Appendix 5</b> to this Agreement carrying the drawing number RG-M-77 Revision A and labelled Plan 5 -S106 – Red Line Boundary dated 10.10.17;
<b>"Plan 6"</b>		means the plan contained in <b>Appendix 6</b> to this Agreement carrying the drawing number RG-M-78 Revision A and labelled Plan 6 – S106 Nature Reserve Land dated 10.10.17;
<b>"Planning Application"</b>		means an application for outline planning permission for the carrying out of the Development made by the Owner and validated by the Council on 8 January 2016, carrying the reference 15/07655/OT;
<b>"Planning Permission"</b>		means the outline planning permission that may be granted for the Development in pursuance of the Planning Application;
<b>"Pontefract Measures"</b>	<b>Lane</b>	means measures to be implemented by the Council to: <ul style="list-style-type: none"> <li>(a) alter the maximum speed limit of Pontefract Lane by way of a speed limit order; and</li> <li>(b) to ensure that part of Pontefract Lane subject to the Traffic Regulation Orders edged purple on Plan 2 for identification purposes only is only used to access the Site for the purposes of Occupying the Dwellings by way of an access only order;</li> </ul> <p>the details of which are to be agreed by the Council pursuant to Condition 7 of the Planning Permission;</p>
<b>"Pontefract Lane"</b>		means the lane known as Pontefract Lane identified edged purple on Plan 2;
<b>"POS Management Company"</b>		means a limited company registered at Companies House which may be formed by the Owner or already be in existence for the purpose of carrying out future maintenance of the Public Open Space;
<b>"Practical Completion"</b>		means the stage when an Affordable Dwelling has been constructed and fitted out and is ready for Occupation;
<b>" Primary Educational Need Review"</b>		means a review of the Council's primary school pupil projections in accordance with the 0-5 year old demographic data and school census data extant at the time of carrying out such review, that provides the Owner with an estimate of if and when the Primary School will become required as a result of the Development and to provide the timeframe for identifying an academy sponsor for the Primary School;
<b>"Primary School Contribution"</b>		means the sum of £3,269,554.75 (three million two hundred and sixty nine thousand five hundred and fifty four pounds and seventy five pence) Index Linked to be paid by the Owner and used by the Council for the provision of the Primary School on the Primary School Land such sum to be Index Linked;

- “Primary School Land”** means a Cleared Site of approximately 2 (two) hectares suitable for the provision of the Primary School within the Site the location of which is as shown edged and hatched purple for identification purposes only on Plan 3 or such other location as may be agreed in writing between the Owner and the Council to account for constraints that may arise during the Development to be secured and safeguarded by the Owner as a Cleared Site for the provision of the Primary School in accordance with **Schedule 6**;
- “Primary School”** means a two (2) form entry primary school to be on the Primary School Land together with ancillary playing fields and facilities;
- “Public Open Space Strategy”** means the strategy for the delivery of the Public Open Spaces to be agreed between the Owner and the Council in accordance with the provisions of **paragraph 1.1** and **1.2** of **Schedule 5** identifying the key areas of publicly accessible open space within each Phase of the Development which can be amended by agreement between the Owner and the Council from time to time which shall be in full accordance with the Retained Open Space Strategy;
- “Public Open Spaces”** means not less than 39.79 hectares of public open space within the Application Site to be provided in accordance with the Retained Open Space Strategy and safeguarded by the Owner for one or all of the following uses:
- (a) public open space; and/or
  - (b) recreational use; and/or
  - (c) Nature Reserve; and/or
  - (d) other related purposes in accordance with the Public Open Space Strategy which shall include the on-site play facilities
- and **“Public Open Space”** shall mean any one of the above;
- Remediation Strategy** means the strategy detailing the ground works and site preparation to be undertaken as part of the Development that shall be submitted to and approved by the Council in accordance with Condition 3 of the Planning Permission and implemented thereafter;
- “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 may be reasonable;
- “Reserved Matters Consent”** means the approval to be issued by the Council of any of the matters reserved by the Planning Permission;



<b>"Retained Open Space Strategy"</b>	means the Retained Open Space Strategy dated July 2017 approved by the Council and appended to this Agreement at Appendix 10 ;
<b>"Road"</b>	means the road to be constructed pursuant to planning permission issued by the Council with reference 16/02757/OT dated 23 December 2016 or the Planning Permission (as the context permits) as indicatively shown on Plan 4;
<b>"RSPB"</b>	means the Royal Society for the Protection of Birds registered in England and Wales with charity number 207076;
<b>"School Bus Service Contribution"</b>	means the sum of £40,000.00 per annum to be used for the provision of the School Bus Service such sum to be Index Linked;
<b>"School Bus Service"</b>	means the bus service to be provided by the WYCA using the Secondary School Bus Service Contribution to facilitate the transfer of students from the Application Site to the schools listed at <b>Appendix 8</b> ;
<b>"Secondary Educational Need Review"</b>	means a review of the Council's secondary school pupil projections in accordance with the relevant demographic data extant at the time of carrying out such review, that provides the Owner with an estimate of if and when the Secondary School will become required as a result of the Development and to provide the timeframe for identifying an academy sponsor for the Secondary School;
<b>"Secondary School Land"</b>	means a Cleared Site of approximately three (3) hectares suitable for provision of the Secondary School within the Site the location of which is as shown edged and hatched purple on Plan 3 or such other location as may be agreed in writing between the Owner and the Council to account for constraints that may arise during the Development to be secured and safeguarded by the Owner as a Cleared Site for the Secondary School in accordance with <b>Schedule 7</b> ;
<b>"Secondary School"</b>	means a four (4) form entry secondary school or educational facility to be provided on the Secondary School Land together with ancillary playing fields and facilities which will be required;
<b>"Site"</b>	<p>means together:</p> <p>(i) the freehold property forming part of the Application Site and registered at HM Land Registry with title numbers WYK588542, WYK614481, WYK639733, WYK642926, WYK713368 and <del>WYK875496</del> <sup>WYK874590</sup> and known as land to the east of Junction 45 of the M1 Motorway and to the south of Pontefract Lane, Leeds and contained within the land edged red on <b>Plan 5</b>; and</p> <p>(ii) the land forming the Nature Reserve Title;</p>

*on behalf of the Owner and the Council*

**"Sustainable Travel Fund Contribution"** means up to the sum of £529,375 (five hundred and twenty nine thousand three hundred and seventy five pounds) such sum to be Index Linked to be paid to the Council by way of instalments calculated as follows:

£481.25	X	the number of Dwellings to be constructed pursuant to each Reserved Matters Consent
---------	---	---

and to be expended on the following:

- (a) MCards; and
- (b) personal travel planning; and
- (c) car club use and/or cycling;

**"Temple Green Park and Ride"** means the park and ride facility near junction 45 of the M1, located adjacent to the A63 Pontefract Lane;

**"Traffic Regulation Orders"** means the permanent order or orders required for the carrying out of the Pontefract Lane Measures pursuant to the Road Traffic Regulation Act 1984 including any amendment required to any existing order that may be considered necessary for the effective operation of the Pontefract Lane Measures;

**"Transfer"** means in relation to the Primary School Land and the Secondary School Land (as the context requires) a transfer of the freehold interest and in relation to the Nature Reserve a transfer of the Legal Interest which is to be determined by the Council and Owner pursuant to **Schedule 11** and **"Transferred"** shall be construed accordingly;

**"Travel Plan Coordinator"** means a travel plan coordinator to be appointed by the Owner and approved in writing by the Chief Planning Officer in relation to the Travel Plan;

**"Travel Plan Monitoring and Review Fee"** means the sum of £13,000.00 (thirteen thousand pounds) to be used by the Council for monitoring and review of the Travel Plan such sum to be Index Linked;

**"Travel Plan"** means the travel plan prepared by Fore Consulting dated 19 September 2016 Version 2.3 approved by the Council and appended to this Agreement at **Appendix 9** and as may be amended from time to time with the Council's prior written approval;

**"TRO Contribution"** means the sum of £35,000 (thirty five thousand pounds) to be used by the Council in respect of the Traffic Regulation Orders such sum to be Index Linked;

**"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 1.3.2(c) of Schedule 2**;

**"WYCA"** means the West Yorkshire Combined Authority of Wellington House, 40-50 Wellington Street, Leeds LS1 2DE or such other successor organisation or body.

1.2 In this Agreement:

- 1.2.1 the clause headings and contents list do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
  - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
  - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any Party include the successors in title of that Party and in the case of the Council include any successor local planning authority;
- 1.2.6 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.7 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.8 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3 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.

1.4 Both Parties agree to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement both Parties will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

## 2 **EFFECT OF THIS AGREEMENT**

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

2.2 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.

- 2.3 This Agreement is conditional (save for any obligations arising prior to the Commencement of Development) upon:
- 2.3.1 the grant of the Planning Permission; and
  - 2.3.2 the Commencement of Development
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 The obligations in this Agreement will not be enforceable against:
- 2.5.1 the individual owner-occupiers of a Dwelling; or
  - 2.5.2 any Housing Association save for the provisions of Schedule 2 which for the avoidance of doubt shall continue to apply; or
  - 2.5.3 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

### 3 **OBLIGATIONS OF THE PARTIES**

- 3.1 The Owner agrees with the Council to comply with the obligations set out in **Schedules 1 to 11** in relation to the Development.
- 3.2 The Council agrees with the Owner to comply with the obligations set out in **Schedules 2, 5 to 7, 9 and 11 to 12.**
- 3.3 No person will be liable for any breach of the terms of this Agreement occurring after parting with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this **clause 3.3.**

### 4 **TERMINATION OF PLANNING OBLIGATIONS**

- 4.1 This Agreement will cease to have effect (insofar only as it has not already been complied with) if:
- 4.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;
  - 4.1.2 the Planning Permission expires before the Commencement of Development without having been implemented;
  - 4.1.3 without the consent of the Owner it is modified by any statutory procedure.
- 4.2 Where the Agreement comes to an end under **clause 4.1:**
- 4.2.1 the Council is upon request to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site; and
  - 4.2.2 any monies paid under this Agreement to the Council, with the exception of fees paid under **Clause 5** are to be returned to the party that made the

payment within one month of the Council receiving a request in writing for such repayment from the Owner together with interest accrued on the monies from and including the date of payment to and from the date of repayment.

- 4.3 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 4.4 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with and where the Council reasonably agrees it will place such a note against the entry.

## 5 COSTS OF THIS AGREEMENT

- 5.1 Upon completion of this Agreement the Owner shall pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement.
- 5.2 The Owner shall pay to the Council the Management Fee within one month of the Commencement Date by sending or delivering the same to the Chief Planning Officer at Leonardo Building 2 Rossington Street Leeds LS2 8HD quoting the Planning Application reference.

## 6 CHARGE HOLDER

- 6.1 No Charge Holder will incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site or the relevant part of it in which case it too will be bound by the obligations contained in this Agreement as if it were a person deriving title from the Owner.

## 7 NOTICES

- 7.1 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 pre-paid or recorded delivery 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 7**):-
- 7.1.1 to the Council care of the Chief Planning Officer at Leonardo Building, 2 Rossington Street, Leeds LS2 8HD quoting the Application reference number 15/07655/OT; and
- 7.1.2 to the Owner at its respective address shown on page 1 of this Agreement.
- 7.2 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is treated as having been served:
- 7.2.1 if sent by post, on the second working day after posting; or
- 7.2.2 if sent by pre-paid or recorded delivery, at the time delivery was signed for.
- 7.3 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

## 8 **DETERMINATION OF DISPUTES**

- 8.1 Any dispute arising between the Parties relating to any matter contained in this Agreement may be referred to the Expert by any Party.
- 8.2 The Expert will act as an expert and not as an arbitrator.
- 8.3 Each Party will bear its own costs and the Expert's costs will be paid as determined by him.
- 8.4 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.
- 8.5 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.
- 8.6 This **clause 8** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## 9 **JURISDICTION**

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.
- 9.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

## 10 **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out above.

## **SCHEDULE 1**

### **Notification**

- 1 The Owner shall give written notice to the Council within 5 (five) working days thereof of the occurrence of the following events:
  - 1.1 The Commencement of Development;
  - 1.2 Occupation of the first Dwelling;
  - 1.3 Occupation of 25% and 75% of the Open Market Dwellings;
  - 1.4 Occupation of the 299th (two hundred and ninety ninth) Dwelling;
  - 1.5 Occupation of the 499th (four hundred and ninety ninth) Dwelling.

## SCHEDULE 2

### Affordable Housing

1 The Owner hereby covenants with the Council:-

#### 1.1 Lower Quartile Affordable Units

- 1.1.1 to procure that all Lower Quartile Affordable Units shall be constructed on the Site in accordance with the Planning Permission and Reserved Matters Consent 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;
- 1.1.2 upon Commencement of Development to submit a Marketing Strategy to the Chief Planning Officer and upon approval of the Marketing Strategy by the Chief Planning Officer to provide Offer Documentation in relation to the Lower Quartile Affordable Units to the Housing Associations and at the same time to supply a copy of the Offer Documentation to the Chief Planning Officer; and
- 1.1.3 to use Reasonable Endeavours to dispose of the Lower Quartile Affordable Units as Lower Quartile Affordable Units to a Housing Association or Housing Associations during the Offer Period (and beyond this period if negotiations with particular housing associations continue) at the Lower Quartile Price.

#### 1.2 Lower Decile Affordable Units

- 1.2.1 to procure that all Lower Decile Affordable Units shall be constructed on the Site in accordance with the Planning Permission and Reserved Matters Consent 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;
- 1.2.2 upon Commencement of Development to provide Offer Documentation in relation to the Lower Decile Affordable Units to the Housing Associations and at the same time to supply a copy of the Offer Documentation to the Chief Planning Officer; and
- 1.2.3 to use Reasonable Endeavours to dispose of the Lower Decile Affordable Units as Lower Decile Affordable Units to a Housing Association or Housing Associations during the 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 Lower Decile (except as provided by Chapters II and IV of the Housing Act 1996).

#### 1.3 General Provisions

- 1.3.1 in the event that no offers are received from a Housing Association within the Offer Period to purchase all the Lower Quartile Affordable Units and Lower Decile Affordable Units on the terms and conditions of **paragraphs 1.1.3** and **1.2.3** 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 1.1.2** and **1.2.2** 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.



1.3.2 in the event that the Chief Planning Officer confirms (acting reasonably) in writing that he is satisfied that:-

- (a) the Owner have used all Reasonable Endeavours to dispose of the Affordable Units in accordance with **paragraphs 1.1.3** and **1.2.3** of this Schedule; and
- (b) offers have not been received from a Housing Association to purchase all (or any) the Affordable Units during the Offer Period on the terms and conditions of **paragraphs 1.1.3** and **1.2.3** of this Schedule;

the Owner shall be free to dispose of the relevant Affordable Units on the open market at the Open Market Value, or if a Housing Association has offered to purchase some but not all the Affordable Units then the provisions of this paragraph shall apply to any Affordable Units in respect of which no offer has been received, **SUBJECT TO** the following provisions:-

- (c) the Owner shall first pay to the Council the Verification Fee;
- (d) the Owner shall pay 25% (twenty-five per cent) of the total Affordable Housing Contribution attributable to the relevant Affordable Units to the Council within 25 (twenty-five) working days of the sale of 25% (twenty-five per cent) of the Affordable Units on the open market;
- (e) the Owner shall pay the remaining 75% (seventy-five per cent) of the total Affordable Housing Contribution attributable to the relevant Affordable Units to the Council within 25 (twenty-five) working days of the sale of 75% (seventy-five per cent) of the Affordable Units on the open market; and
- (f) on payment of the total Affordable Housing Contribution the Owner shall be released from all obligations in **paragraph 1** of this Schedule relating to those particular Affordable Units on the Site;

1.3.3 not to permit (unless the Owner is entitled to dispose of the Affordable Units on the open market pursuant to **paragraph 1.3.2** of this Schedule):-

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

1.3.4 upon production to the Council of a certified copy of the executed and dated transfer between the Owner and the Housing Association in accordance with this **paragraph 1** 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.

1.3.5 any transfer of the Affordable Units shall contain reasonable provisions ensuring that the Affordable Units remain affordable in perpetuity but nothing in this **paragraph 1** 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 the Homes and Communities Agency'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 (a)** or **(b)** above.

## **SCHEDULE 3**

### **Travel Plan, Sustainable Travel Fund Contributions, TRO Contribution**

#### **Travel Plan Monitoring and Review Fee**

- 1 The Owner covenants with the Council:
  - 1.1 to pay the Council the Travel Plan Monitoring and Review Fee prior to Occupation of the first Dwelling; and
  - 1.2 not to Occupy the first Dwelling until the Travel Plan Monitoring and Review Fee is paid to the Council.

#### **Travel Plan**

- 2 The Owner covenants with the Council:-
  - 2.1 To implement the approved Travel Plan in accordance with the timescales contained therein and for the duration set out therein;
  - 2.2 To appoint a nominated Travel Plan Co-ordinator and notify the details of the Travel Plan Coordinator to the Chief Planning Officer in accordance with the provisions of the approved Travel Plan prior to Occupation and marketing of the Development and not to permit Occupation and marketing until the Travel Plan Co-ordinator has been appointed and details notified to the Chief Planning Officer;
  - 2.3 To comply with the terms of the approved Travel Plan throughout the lifetime of the Development and to 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;
  - 2.4 To procure the Travel Plan Co-ordinator remains appointed for the duration of the construction of the Development plus a period 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;
  - 2.5 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; and
  - 2.6 To have regard to any reasonable recommendation made by the Council from each annual review and incorporate and implement such recommendations.

#### **Sustainable Travel Fund Contribution**

- 3 The Owner covenants with the Council:-
  - 3.1 Within 20 days of approval of each Reserved Matters Consent to provide the Council with written confirmation of the number of Dwellings to be constructed on the Site pursuant to that Reserved Matters Consent and to provide confirmation of the amount of the Sustainable Travel Fund Contribution to be apportioned to the Dwellings constructed pursuant to that Reserved Matters Consent;
  - 3.2 Within 20 days of providing the written confirmation required by **paragraph 3.1** of this Schedule to pay the relevant portion of the Sustainable Travel Fund Contribution to the Council; and
  - 3.3 Not to allow Commencement of Development of any Dwellings on any Phase authorised by any Reserved Matters Consent until the Sustainable Travel Fund Contribution relating to that particular Phase has been paid to the Council.

**TRO Contribution**

- 4 The Owner covenants with the Council:
  - 4.1 to pay the TRO Contribution to the Council prior to Commencement of Development; and
  - 4.2 not to Commence Development until the TRO Contribution has been paid to the Council.

**Enforcement Contribution**

- 5 The Owner covenants with the Council:
  - 5.1 to pay the Enforcement Contribution to the Council prior to the Commencement of Development; and
  - 5.2 not to Commence Development until the Enforcement Contribution has been paid to the Council.

## SCHEDULE 4

### Local Employment

- 1 The Owner hereby covenants with the Council:-
  - 1.1 From the start of the tendering process for the construction of the Development (excluding any ground remediation works) and throughout the period when the Development (excluding any ground remediation works) is under construction to use (or seek to procure that its building contractor uses) its 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 relating to the Development (excluding any ground remediation works).
  - 1.2 To work with Employment Leeds to promote, support and record all Employment and Training achievements in the Local Area.
  - 1.3 To use its Reasonable Endeavours to:
    - 1.3.1 employ local contractors and sub-contractors and Local People in the construction works referred to within **paragraph 1** of this Schedule;
    - 1.3.2 consult with Employment Leeds with a view to identifying procedures to facilitate the appointment of contractors and sub-contractors and Local People in the construction works referred to within **paragraph 1** of this Schedule;
    - 1.3.3 prior to the commencement of the construction works for the Development (excluding any ground remediation works) agree with Employment Leeds a method statement to facilitate the appointment of sub-contractors and Local People in the construction work referred to within **paragraph 1** of this Schedule;
    - 1.3.4 **PROVIDED THAT** nothing in this **paragraph 1.3** shall require the Owner (or any building contractor employed by the Owner as the case may be) to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law.
  - 1.4 To use Reasonable Endeavours to procure that the commercial Occupiers of the commercial parts of the Development:
    - 1.4.1 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 Development and the resources needed to deliver the same;
    - 1.4.2 use Reasonable Endeavours to provide introductions to commercial Occupiers in order to maximise Employment and Training opportunities;
    - 1.4.3 within the method statement to provide Employment Leeds with a plan for promoting local opportunities and reporting details on the recruitment and retention of Local People as employees within such part of the Development and the training in place for apprentices and the existing workforce by reference to national industry standards;
    - 1.4.4 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;

**PROVIDED THAT** nothing in this **paragraph 1.4** shall require the commercial Occupiers to do or refrain from doing anything which would be contrary to prudent business practice or contrary to law.

## SCHEDULE 5

### Public Open Space

- 1 The Owner covenants with the Council as follows:
  - 1.1 No Dwelling in a Phase on which Public Open Space(s) is to be provided shall be Occupied until the Owner has in relation to that Phase:
    - 1.1.1 supplied such information to the Council about the proposed POS Management Company as the Council may reasonably require; or
    - 1.1.2 submitted to the Council for approval the Public Open Space Strategy.
  - 1.2 Not to Occupy any Dwellings in a Phase on which Public Open Space(s) is to be provided until the Owner has obtained the approval of the Council to the POS Management Company and the Public Open Space Strategy **PROVIDED THAT** it is agreed that if the Council does not approve or notify the Owner of its comments on the POS Management Company and /or the Public Open Space Strategy within 20 working days of receipt of the POS Management Company and /or the Public Open Space Strategy from the Owner (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 20 working day period) it shall be deemed that the Council has approved the POS Management Company and /or the Public Open Space Strategy (as the case may be) submitted by the Owner.
  - 1.3 Not to Occupy any Dwellings in a Phase in relation to which Public Open Space(s) is to be provided until the Owner has appointed a POS Management Company to:
    - 1.3.1 fulfil the functions described in the approved Public Open Space Strategy;
    - 1.3.2 ensure that the Public Open Space(s) shall remain available for use by the general public in perpetuity;
    - 1.3.3 manage and maintain in perpetuity the Public Open Space(s) in accordance with the Public Open Space Strategy;
    - 1.3.4 hold the Public Open Space(s) for public open space sport leisure recreational or community purposes or a combination of these purposes.
  - 1.4 The Owner of each Public Open Space shall ensure that:-
    - 1.4.1 following completion of each Public Open Space it is open to the public at all times in accordance with the approved Public Open Space Strategy and in perpetuity;
    - 1.4.2 the POS Management Company will be responsible for the management and maintenance of the Public Open Space in perpetuity in accordance with the Public Open Space Strategy subject to any variations that may be agreed in writing by the Council from time to time;
    - 1.4.3 any transfer of the Public Open Space will contain reasonable provisions ensuring that the POS Management Company will maintain the Public Open Space in accordance with the approved Public Open Space Strategy (or such other Public Open Space Strategy agreed with the Council); and
    - 1.4.4 at all times the POS Management Company shall be sufficiently financed and resourced to enable it to comply with its obligations herein.
  - 1.5 The Owners hereby declare that pursuant to Section 31(6) Highways Act 1980 that the Public Open Spaces have not been dedicated to the public nor is any use by the public of

any part of the Public Open Spaces to be taken in any way as an intention by the Owner to dedicate the same as highway.

- 1.6 Subject to the person carrying out the relevant works entering a binding agreement to make good any damage caused and to work only during such hours as the relevant Owner may reasonably specify to permit (where applicable) the Public Open Spaces to be connected to any similar area or highway now existing or which may at any time in the future be provided on the land abutting the relevant Public Open Space and to make no charge of any description whatsoever for permitting such connection without first having obtained the written approval of the Chief Planning Officer.
- 1.7 The Owner may erect notices on the Public Open Space(s) and access to it will be denied by the Owner for 1 (one) day each year in order to prevent public rights of way or common rights coming into being.
- 1.8 The Owner may close the Public Open Space(s) or any part thereof for reasonable periods by reason of: -
  - 1.8.1 emergency;
  - 1.8.2 cleansing, maintenance and repair; and
  - 1.8.3 construction activities whilst the Development is being built.



## SCHEDULE 6

### Primary School

#### Primary School Land

- 1 The Owner covenants with the Council:-
  - 1.1 Not to create or transfer any freehold or leasehold interests in the Primary School Land (other than to the Council pursuant to paragraph 1.3) until the Primary School Offer has expired pursuant to paragraph 1.4. This paragraph 1.2 shall not preclude the Owner from:
    - 1.1.1 granting or creating a legal charge or other financial security over the Primary School Land to a Charge Holder; and/or
    - 1.1.2 granting or creating any licence, easement right or other interest in, on, over or under the Primary School Land to facilitate the delivery of the Development;  
  
PROVIDED THAT the Primary School Land is free from such encumbrances prior to the Transfer of the Primary School Land to the Council pursuant to paragraph 1.3.
  - 1.2 Not to Occupy any more than 75 Dwellings until the Council has been provided with sufficient rights of access over the Primary School Land to allow site surveys, inspections and investigations by the Council associated with the construction of the Primary School;
  - 1.3 Not to Occupy more than 300 Dwellings until an offer to contract to Transfer the Primary School Land to the Council for £1.00 (one pound) has been made such Transfer to be made on reasonable and commercially prudent terms ("the Primary School Offer").
  - 1.4 That the Primary School Offer will remain open for acceptance by the Council until;
    - 1.4.1 Occupation of the 500<sup>th</sup> Dwelling; or
    - 1.4.2 If the period between Occupation of the 300<sup>th</sup> and 500<sup>th</sup> Dwelling is less than 1 year, the Primary School Offer will remain open for a total of 1 year following Occupation of the 300<sup>th</sup> Dwelling.  
  
**PROVIDED THAT** in the event that the Primary School Offer is refused by the Council; or the Primary School Offer is not accepted by the Council within the period set out within this **paragraph 1.4** then the Primary School Offer shall lapse and the obligations on the Owner to Transfer the Primary School Land shall cease and determine and the Owner shall be able to develop the Primary School Land free from this encumbrance.
  - 1.5 To safeguard and retain the Primary School Land as a Cleared Site for a period expiring on the earlier of the date of:
    - 1.5.1 refusal of the Primary School Offer by the Council;
    - 1.5.2 the failure to accept the Primary School Offer by the Council within the period specified in **paragraph 1.4** of this Schedule; or
    - 1.5.3 completion of the Transfer of the Primary School Land to the Council.
  - 1.6 Should the Council accept the Primary School Offer within the period set out within **paragraph 1.4** of this Schedule the Owner shall Transfer the Primary School Land to the Council within four (4) months of the date of acceptance of the Primary School Offer or such other period as may be agreed in writing between the parties acting reasonably.
- 2 The Council covenants with the Owner:

- 2.1.1 to provide the Primary Educational Need Review to the Owner:
  - 2.1.1.1 Following the Occupation of the 100<sup>th</sup> Dwelling; or
  - 2.1.1.2 If the period between Occupation of the 100<sup>th</sup> and 300<sup>th</sup> Dwelling is less than one (1) year, the Educational Need Review will be provided one (1) year following Occupation of the 100<sup>th</sup> Dwelling
- 2.1.2 To respond to the Primary School Offer prior to Occupation of the 500<sup>th</sup> Dwelling and confirm whether the Council intends to accept or reject the Primary School Offer;
- 2.1.3 Following completion of the Transfer to complete the development of the Primary School on the Primary School Land within three (3) years from the date of the Transfer of the Primary School Land or three (3) years from the date of Occupation of the 500<sup>th</sup> Dwelling (whichever is the earlier).
- 2.1.4 Following completion of the Transfer in accordance with **paragraph 1.3** of this Schedule the Primary School Land will not be used for anything other than for the Education Purposes and for the construction of the Primary School.

Primary School Contribution

- 3 The Owner covenants with the Council to:
  - 3.1 Pay the Primary School Contribution in the following instalments to the Council:
    - 3.1.1 30% of the Primary School Contribution to the Council prior to Commencement of Development of the 300<sup>th</sup> Dwelling;
    - 3.1.2 a further 30% of the Primary School Contribution to the Council prior to Commencement of Development of the 600<sup>th</sup> Dwelling; and
    - 3.1.3 the final 40% of the Primary School Contribution to the Council prior to Commencement of Development of the 900<sup>th</sup> Dwelling.
- 4 The Council covenants with the Owner:
  - 4.1 To apply the instalments of the Primary School Contribution towards providing the Primary School and not to apply the Primary School Contribution for any other purposes.

## SCHEDULE 7

### Secondary School

#### Secondary School Land

- 1 The Owner covenants with the Council:-
  - 1.1 To safeguard and retain as a Cleared Site the Secondary School Land for a period expiring on the date twelve (12) years from the Commencement of Development.
  - 1.2 Not to create or transfer any freehold or leasehold interests in the Secondary School Land (other than to the Council pursuant to paragraph 1.3) until the Secondary School Offer has expired pursuant to paragraph 1.4. This paragraph 1.2 shall not preclude the Owner from:
    - 1.2.1 granting or creating a legal charge or other financial security over the Secondary School Land to a Charge Holder; and/or
    - 1.2.2 granting or creating any licence, easement right or other interest in, on, over or under the Secondary School Land to facilitate the delivery of the Development;

PROVIDED THAT the Secondary School Land is free from such encumbrances prior to the Transfer of the Secondary School Land to the Council pursuant to paragraph 1.3.
  - 1.3 Not to Occupy more than 300 Dwellings until an offer to contract to Transfer the Secondary School Land to the Council for £1.00 (one pound) has been made such Transfer to be made on reasonable and commercially prudent terms ("**the Secondary School Offer**").
  - 1.4 The Secondary School Offer will remain open for acceptance by the Council for a period expiring twelve (12) years from the date of the Commencement of Development.
  - 1.5 Within four (4) months of the date of acceptance of the Secondary School Offer by the Council (or such longer period as may be agreed between the parties acting reasonably) the Owner will Transfer the Secondary School Land to the Council.

**PROVIDED THAT** in the event that the Secondary School Offer is refused by the Council; or the Secondary School Offer is not accepted by the Council within the period set out in **paragraph 1.4** of this Schedule then the Secondary School Offer shall lapse and the obligations on the Owner to Transfer the Secondary School Land shall cease and determine and the Owner shall be able to develop the Secondary School Land free from this encumbrance.
  - 1.6 Should the Council offer to Transfer the Secondary School Land back to the Owner in accordance with **paragraph 2.4** of this Schedule, to accept the Transfer unless the School Land is not in the same condition as it was when the Owner transferred the Secondary School Land to the Council.
- 2 The Council covenants with the Owner:
  - 2.1 to provide the Secondary Educational Need Review to the Owner:
    - 2.1.1 Following the Occupation of the 300<sup>th</sup> Dwelling; or
    - 2.1.2 If the period between Occupation of the 300<sup>th</sup> and 500<sup>th</sup> Dwelling is less than one (1) year, the Secondary Educational Need Review will be provided one (1) year following Occupation of the 300<sup>th</sup> Dwelling.

- 2.2 To respond to the Secondary School Offer and confirm whether the Council intends to accept or reject the Secondary School Offer;
- 2.3 Following completion of the Transfer in accordance with **paragraph 1.5** of this Schedule to complete the development of the Secondary School on the Secondary School Land within three (3) years from the date the Secondary School Transfer or three (3) years from the date of Occupation of the 500th Dwelling (whichever is the earlier).
- 2.4 Should the Council not complete the development of the Secondary School on the Secondary School Land within the period set out within **paragraph 2.3** of this Schedule then the Council shall offer to Transfer the Secondary School Land back to the Owner for £1.00 (one pound).
- 2.5 Should the offer within **paragraph 2.4** of this Schedule be accepted by the Owner, to Transfer the Secondary School Land to the Owner within 6 months thereof.
- 2.6 Following completion of the Transfer in accordance with **paragraph 1.5** of this Schedule the Secondary School Land will not be used for anything other than for the Education Purposes and for the construction of the Secondary School **PROVIDED THAT** this **paragraph 2.6** will not be applicable in the event that the Secondary School Land is transferred back to the Owner in accordance with **paragraph 2.5** of this Schedule.

School Bus Service Contribution

- 3 The Owner covenants with the Council:
  - 3.1 To pay the first instalment of the School Bus Service Contribution to the Council prior to the Occupation of the first Dwelling; and
  - 3.2 Thereafter to pay the School Bus Service Contribution to the Council on the First Service Date and thereafter annually on each anniversary of the First Service Date until the earlier of:
    - 3.2.1 the date of the Council's refusal of the Secondary School Offer; or
    - 3.2.2 Occupation of the Secondary School; or
    - 3.2.3 the 9<sup>th</sup> anniversary following the First Service Date; or
    - 3.2.4 the Secondary School Land being transferred back to the Owner by the Council in accordance with **paragraph 2.5** of this Schedule.
- 4 The Council covenants with the Owner:
  - 4.1 To procure the School Bus Service from the WYCA on the earlier of:
    - 4.1.1 there being clear evidence provided to the Council by the WYCA (and circulated to the Owner for information purposes only) of sufficient demand for use of the School Bus Service by 10 (ten) individuals residing within the Development; or
    - 4.1.2 within 6 months of the Occupation of the first Dwelling.
  - 4.2 To ensure that the School Bus Service is procured on the basis of the lowest net cost per annum based on the service specifications set out in the tender invitations.
  - 4.3 To apply the instalments of the School Bus Service Contribution towards providing the Secondary School Bus Service and not to apply the School Bus Service Contribution for any other purposes.
  - 4.4 If (for any reason) the School Bus Service fails to commence or is discontinued following its procurement, the Council may re-tender the School Bus Service for a period of three (3) months from either:

- 4.4.1 the original date the contract to provide the School Bus Service was awarded;  
or
- 4.4.2 the date the School Bus Service was discontinued.
- 4.5 If the tender process outlined at **paragraph 4.4** fails to produce a new provider of the School Bus Service the Owner may reclaim all such money paid by the Owner under this Schedule as shall not at that time have been applied for the purposes of the School Bus Service.
- 4.6 Following the First Service Date, to provide the Owner with annual reports (produced on an open book basis) which evidence how the School Bus Service Contribution has been spent and the tendering process undertaken to procure the School Bus Service.

## **SCHEDULE 8**

### **Highway Works**

- 1 The Owner covenants with the Council to:
  - 1.1 pay the Highways Contribution to the Council prior to Occupation of any Dwelling; and
  - 1.2 not to Occupy any Dwelling until the Highways Contribution has been paid to the Council.

## SCHEDULE 9

### Bus Contribution

- 1 The Owner covenants with the Council:
  - 1.1 To pay the Bus Contribution to the Council in the following instalments:
    - 1.1.1 £175,000.00 (one hundred and seventy five thousand pounds) prior to Occupation of the first Dwelling ("the First Payment Date"); and
    - 1.1.2 thereafter in annual instalments on the anniversary of the contract to provide the Bus Service for a period of 9 (nine) years, the sum of £175,000.00 per annum ("the Annual Contribution").
  - 1.2 The Council covenants with the Owner:
  - 1.3 Within 3 months of receiving the first Bus Contribution to procure the Bus Service from the WYCA and to ensure that the Bus Service is procured on the basis of the lowest net cost per annum that is determined to be practicably achievable by the Council acting reasonably;
  - 1.4 To review the cost of the Bus Service on every third anniversary of the date of the contract to provide the Bus Service and should an alternative provider be found for the Bus Service at a lower net cost per annum ("the Alternative Provider") to procure to transfer the operation of the Bus to the Alternative Provider;
  - 1.5 To apply the instalments of the Bus Contribution towards providing the Bus Service and not to apply the Bus Contribution for any other purposes;
  - 1.6 If (for any reason) the Bus Service fails to commence or is discontinued following its procurement, the Council may re-tender the Bus Service for a period of 3 months from either:
    - 1.6.1 the original date the contract to provide the Bus Service was awarded; or
    - 1.6.2 the date the Bus Service was discontinued.
  - 1.7 If the tender process outlined at **paragraph 1.6** fails to produce a new provider of the Bus Service the Owner may reclaim all such money paid by the Owner under this Schedule as shall not at that time have been applied for the purposes of the Bus Service.
  - 1.8 Following the First Payment Date, to provide the Owner with annual reports (produced on an open book basis) which evidence how the Bus Service Contribution has been spent and the yearly cost of providing the Bus Service.

## SCHEDULE 10

### Local Centre

- 1 The Owner covenants with the Council:
  - 1.1 To submit details of the Local Centre Marketing Campaign to the Council prior to Commencement of Development; and
  - 1.2 To safeguard and retain an area of the Site to be used for the Local Centre for a period of five years from the Commencement of Development or twelve (12) months following submission of the first application for the Reserved Matters Consent relating to the Local Centre (whichever is the earlier) **PROVIDED THAT** should it be shown that the Local Centre Marketing Campaign has been unsuccessful then the obligations within this Schedule shall cease and determine and the Owner will be able to deal with the land identified as the Local Centre without restriction.



## **SCHEDULE 11**

### **Nature Reserve**

- 1 The Owner covenants with the Council to pay the Nature Reserve Contribution to the Council within 1 (one) month of the Reserved Matters Consent being granted by the Council for the first Phase of Dwellings forming part of the Development.

#### **Determining the legal interest of the Nature Reserve**

- 2 Prior to the first application for the Reserved Matters Consent the Owner shall inform the Council of the Legal Interest to be Transferred to the Council (the "Nature Reserve Notification").
- 3 Within 7 weeks of receipt of the Nature Reserve Notification, the Council shall confirm to the Owner whether it accepts the nature of the Legal Interest to be Transferred to the Council.
- 4 Should the Council not accept the nature of the Legal Interest contained within the Nature Reserve Notification pursuant to paragraph 2 of this Schedule then the Council shall suggest an alternative Legal Interest that is acceptable (the "Alternative Nature Reserve Proposal") and shall enter into discussions with the Owner to agree the nature of the Legal Interest to be Transferred to the Council.
- 5 Within 3 weeks of receipt of the Alternative Nature Reserve Proposal the Owner shall confirm in its sole discretion whether it accepts the nature of the Legal Interest contained within the Alternative Nature Reserve Proposal.
- 6 Should the Owner not agree with the nature of the Legal Interest proposed by the Council in the Alternative Nature Reserve Proposal pursuant to paragraph 4 of this Schedule then the Owner shall not be required to Transfer the Nature Reserve to the Council and shall, instead, submit the Nature Reserve Management Strategy for written approval by the Council and thereafter the management of the Nature Reserve shall be undertaken in accordance with the approved Nature Reserve Management Strategy.
- 7 Should the Owner retain the Nature Reserve in accordance with paragraph 5, the Nature Reserve shall only be Occupied by the Owner for the Nature Reserve Use.

#### **Nature Reserve Offer**

- 8 Not later than 7 (seven) weeks following the acceptance of the nature of the Legal Interest contained within the Nature Reserve Notification by the Council pursuant to paragraph 2 of this Schedule or acceptance of the nature of the Legal Interest contained with the Alternative Nature Reserve Proposal by the Owner pursuant to paragraph 4 of this Schedule the Owner shall submit the Nature Reserve Offer to be based on reasonable terms to the Council;
- 9 The Nature Reserve Offer will remain open for acceptance by the Council for a period of 6 (six) months from the date on which the Nature Reserve Offer was made.
- 10 If the Nature Reserve Offer is not accepted during the period set out in paragraph 9 of this Schedule, the Owner shall submit the Nature Reserve Management Strategy for written approval by the Council and thereafter the management of the Nature Reserve shall be undertaken in accordance with the approved Nature Reserve Management Strategy.
- 11 Within 2 (two) months of the date of acceptance of the Nature Reserve Offer by the Council, the Owner will Transfer the Nature Reserve to the Council at no additional costs or charges to the Council PROVIDED THAT in the event that the Nature Reserve Offer is refused by the Council then the Nature Reserve Offer shall lapse and the obligations on the Owner to Transfer the Nature Reserve to the Council shall cease.

- 12 The Council shall respond to the Nature Reserve Offer and confirm in writing whether the Council intends to accept or reject the Nature Reserve Offer within the period set out within paragraph 9 of this Schedule.
- 13 Should the Council accept the Nature Reserve Offer in accordance with paragraph 9 of this Schedule then the parties shall use all reasonable and commercially prudent endeavours to negotiate the form of the Transfer for the Nature Reserve.

## **SCHEDULE 12**

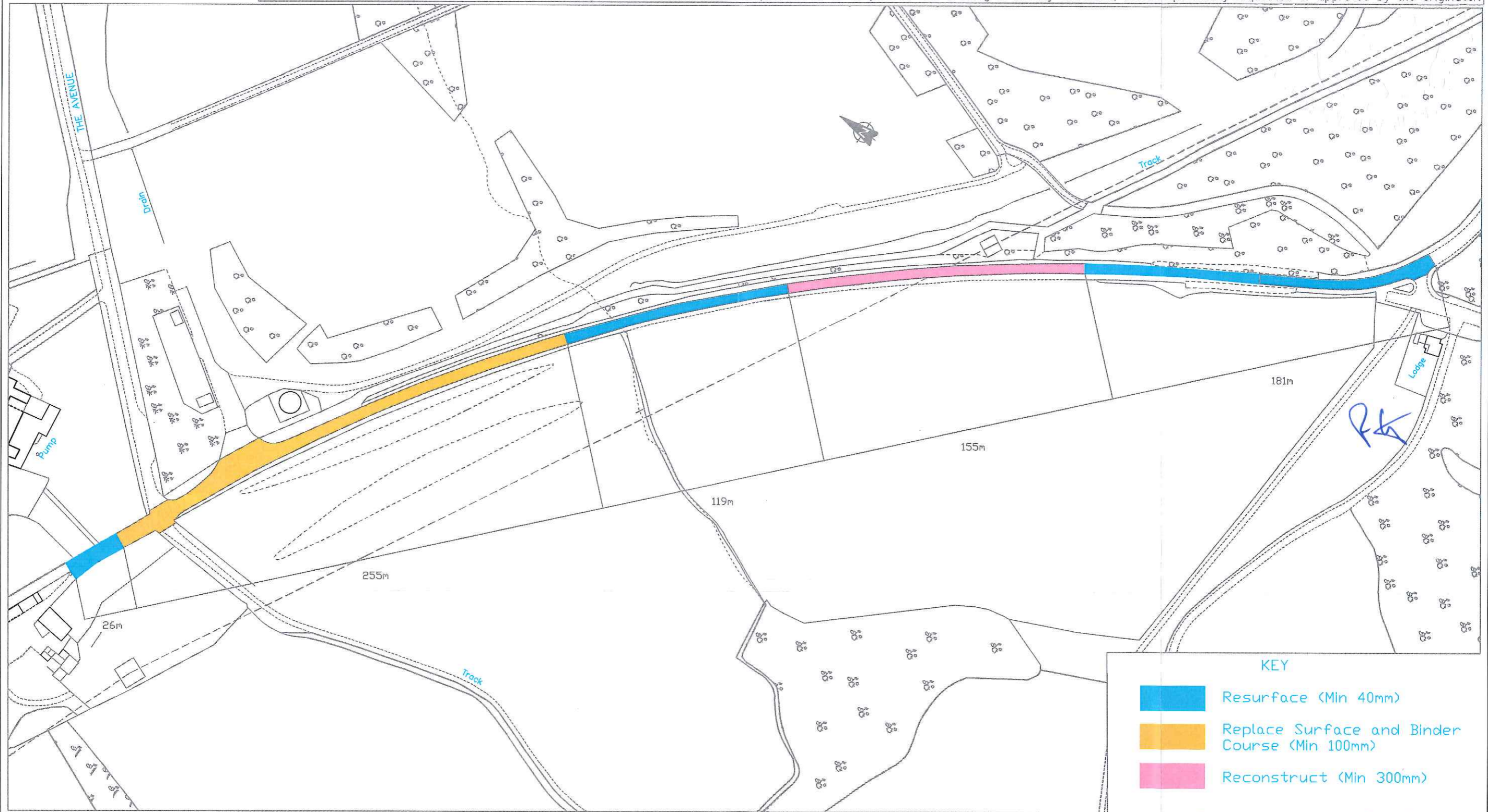
### **Council's Covenants**

- 14 The Council covenants with the Owner:-
- 14.1 That it will only use any financial contributions received from the Owner for the purposes specified within this Agreement; and
- 14.2 If the financial contributions made under this Agreement or part thereof have not been spent within the periods set out below then it shall be immediately returned to the Owner together with any interest accrued thereon in accordance with the following timescales:
- 14.3 Primary School Contribution – the earlier of:
- 14.3.1 10 years from the date of payment; or
  - 14.3.2 within 7 (seven) days following the refusal of the Primary School Offer by the Council;
  - 14.3.3 within 7 (seven) days following Occupation of the 500<sup>th</sup> Dwelling if the Primary School Offer is not accepted by the Council prior to Occupation of the 500<sup>th</sup> Dwelling; or
  - 14.3.4 if the period between Occupation of the 300<sup>th</sup> and 500<sup>th</sup> Dwelling is less than 1 year, within 7 (seven) days of the expiry of a period of 1 year following Occupation of the 300<sup>th</sup> Dwelling if the Primary School Offer is not accepted by the Council during that period.
- 14.4 School Bus Service Contribution – twelve (12) years from the date of the payment of the first instalment;
- 14.5 the Contributions save for the Primary School Contribution and the School Bus Service Contribution - ten (10) years from the date of payment.

**APPENDIX 1**

**Plan 1**

This drawing is the property of Leeds City Council. It must only be used for the purpose for which it was originally supplied. It must not be copied, published or transmitted by any means to any third party, without the express permission of the originator. Modification or manipulation of all or part of this drawing is strictly forbidden, unless specifically requested or approved by the originator.



96789  
 686

**KEY**

	Resurface (Min 40mm)
	Replace Surface and Binder Course (Min 100mm)
	Reconstruct (Min 300mm)

© Crown Copyright and database right 2015 Ordnance Survey LA100019567

**NEWSAM GREEN ROAD**  
**MINIMUM SURFACING REQUIREMENTS**

	INITIALS	DATE	SCALE
DRAWN BY	TP	9/16	1:2000
AutoCAD BY	RIH	9/16	
CHECKED BY			ORIGINAL SHEET SIZE A3



DRAWING1 INFORMATION		FIRST APPROVED AMENDMENTS		TP	
STATUS	DATE	DRAWN	CHECK	DATE	
<b>DRAFT</b>	September 2016				

**APPENDIX 2**

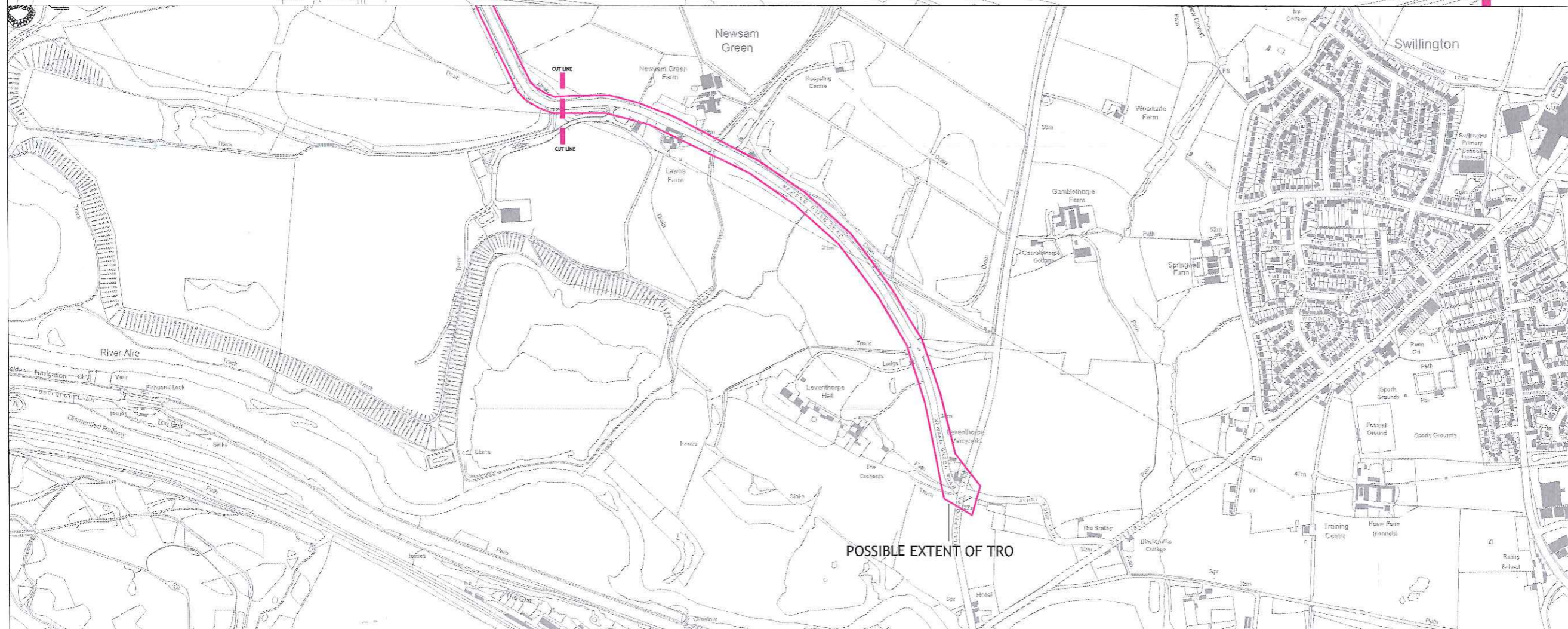
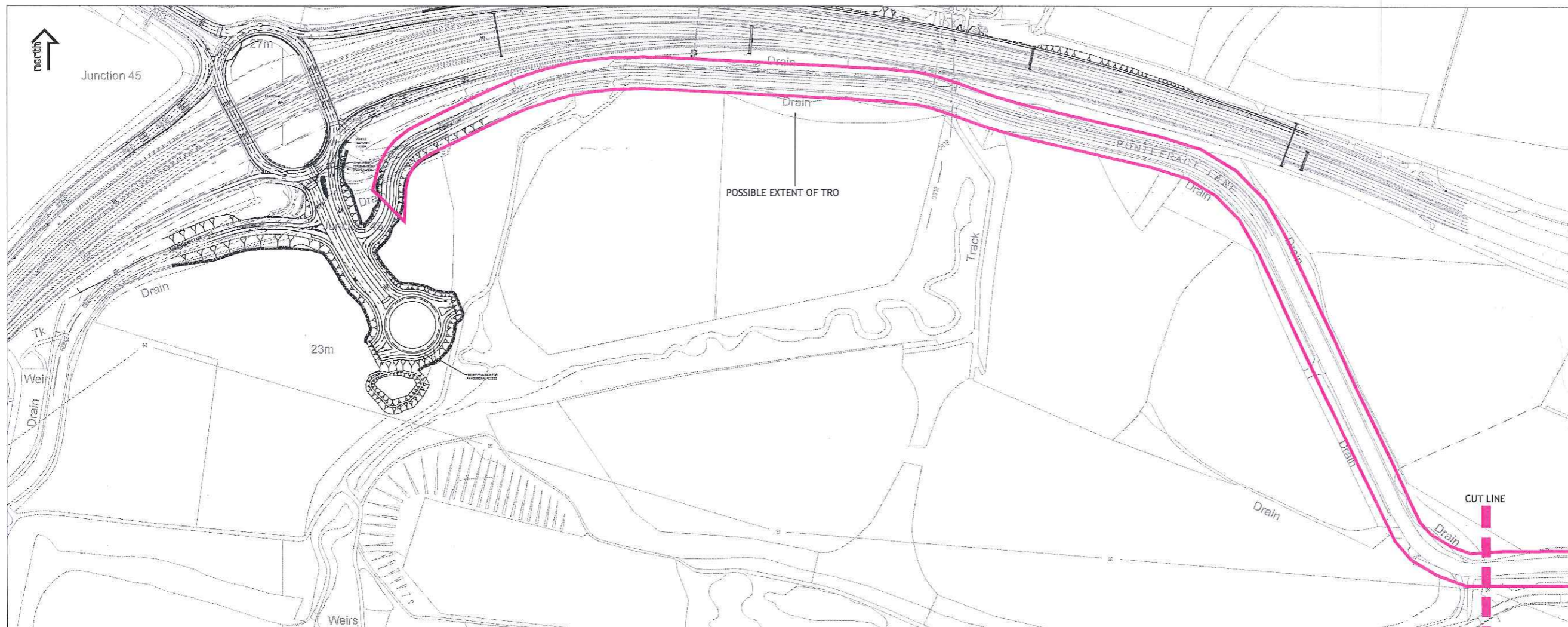
**Plan 2**



DO NOT SCALE

NOTES

1. PRELIMINARY LAYOUT SUBJECT TO FULL TOPOGRAPHICAL SURVEY & DETAILED DESIGN INCLUDING CDM COMPLIANCE, STATUTORY UNDERTAKERS SEARCH, DIVERSION REQUIREMENTS, HIGHWAY DRAINAGE PROVISION, LAND AVAILABILITY AND LOCAL AUTHORITY APPROVAL.
2. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTS, ENGINEERS & SPECIALISTS DRAWINGS AND SPECIFICATIONS.



*Handwritten notes:*  
 JDM  
 Rk  
 9/10/17  
 15/10/17

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

CLIENT:  
 TEMPLEGATE DEVELOPMENTS

PROJECT:  
 SKELTON GATE, LEEDS

DRAWING TITLE:  
 POSSIBLE EXTENT OF TRO ON PONTEFRAC T LANE

**PRELIMINARY**

Fore Consulting Limited  
 2nd Floor, Queens House  
 34 Wellington Street  
 Leeds  
 LS1 2DE  
 0113 2460224  
 enquiries@foreconsulting.co.uk  
 www.foreconsulting.co.uk



Drawn by	Checked by	Date	Scale	Format
PJ	AS	24/10/2017	1:2500/1:5000	A1
Job Number	Drawing Number			
3125	3125 SK003 01			



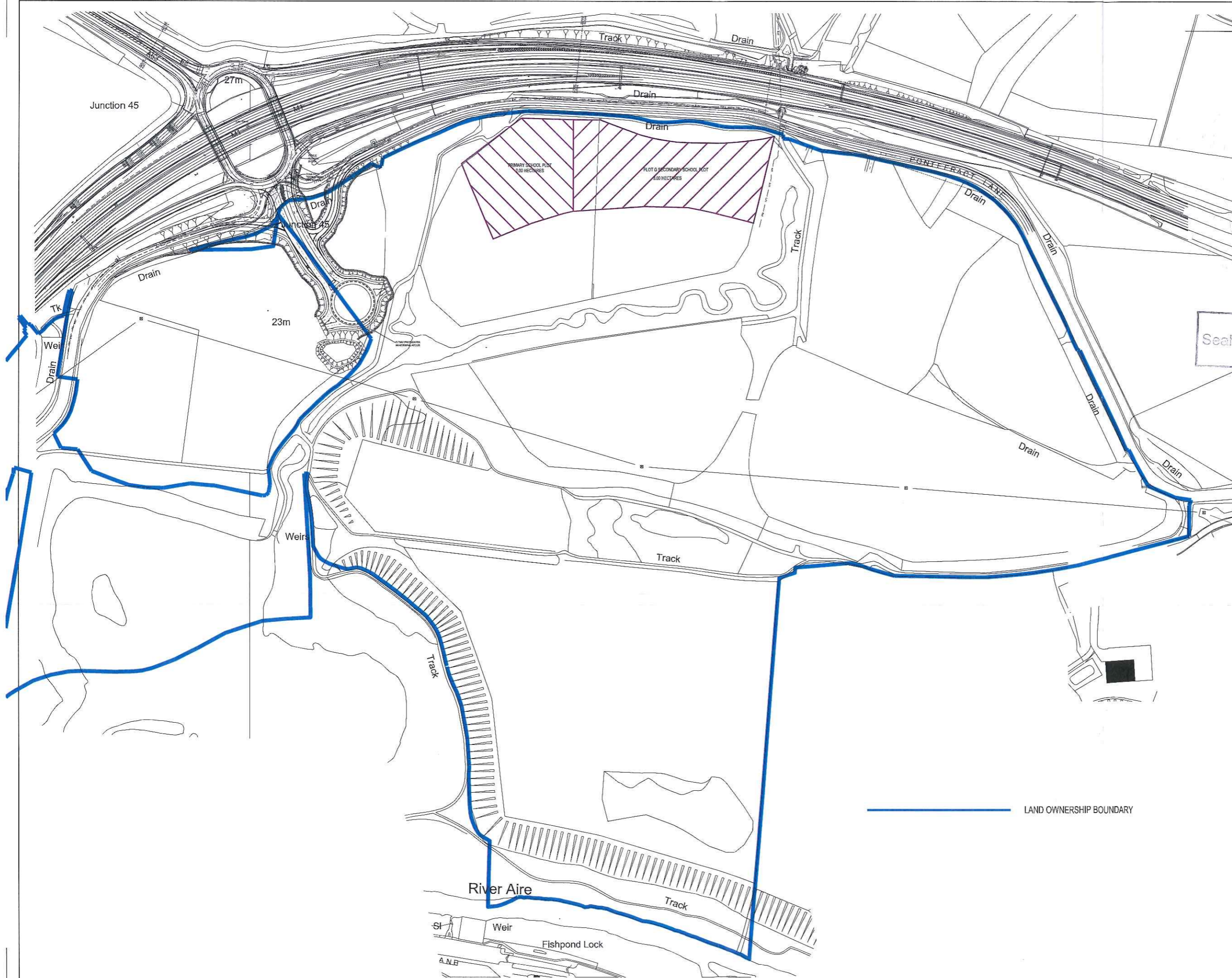
**APPENDIX 3**

**Plan 3**



THIS DRAWING IS THE SOLE PROPERTY OF KPP ARCHITECTS & PARTNERS LIMITED. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE. ANY REUSE OR ALTERATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF KPP ARCHITECTS & PARTNERS LIMITED IS STRICTLY PROHIBITED.

**KPP**  
ARCHITECTS  
KILMARTIN PLOWMAN  
& PARTNERS LIMITED



Seal No. 96789

*PK*

*CDM*

————— LAND OWNERSHIP BOUNDARY

REV	DRAWN	DATE	DESCRIPTION

**KPP**  
ARCHITECTS  
KILMARTIN PLOWMAN  
& PARTNERS LIMITED

■ LODGE HOUSE 12 TOWN STREET  
 HORSFORTH LEEDS LS18 4RJ  
 ■ T: 0113 239 0480 F: 0113 239 0475  
 ■ E: architects@kpp-leeds.co.uk  
 ■ W: www.kpp-leeds.co.uk

PROJECT: ■ SKELTON GATE

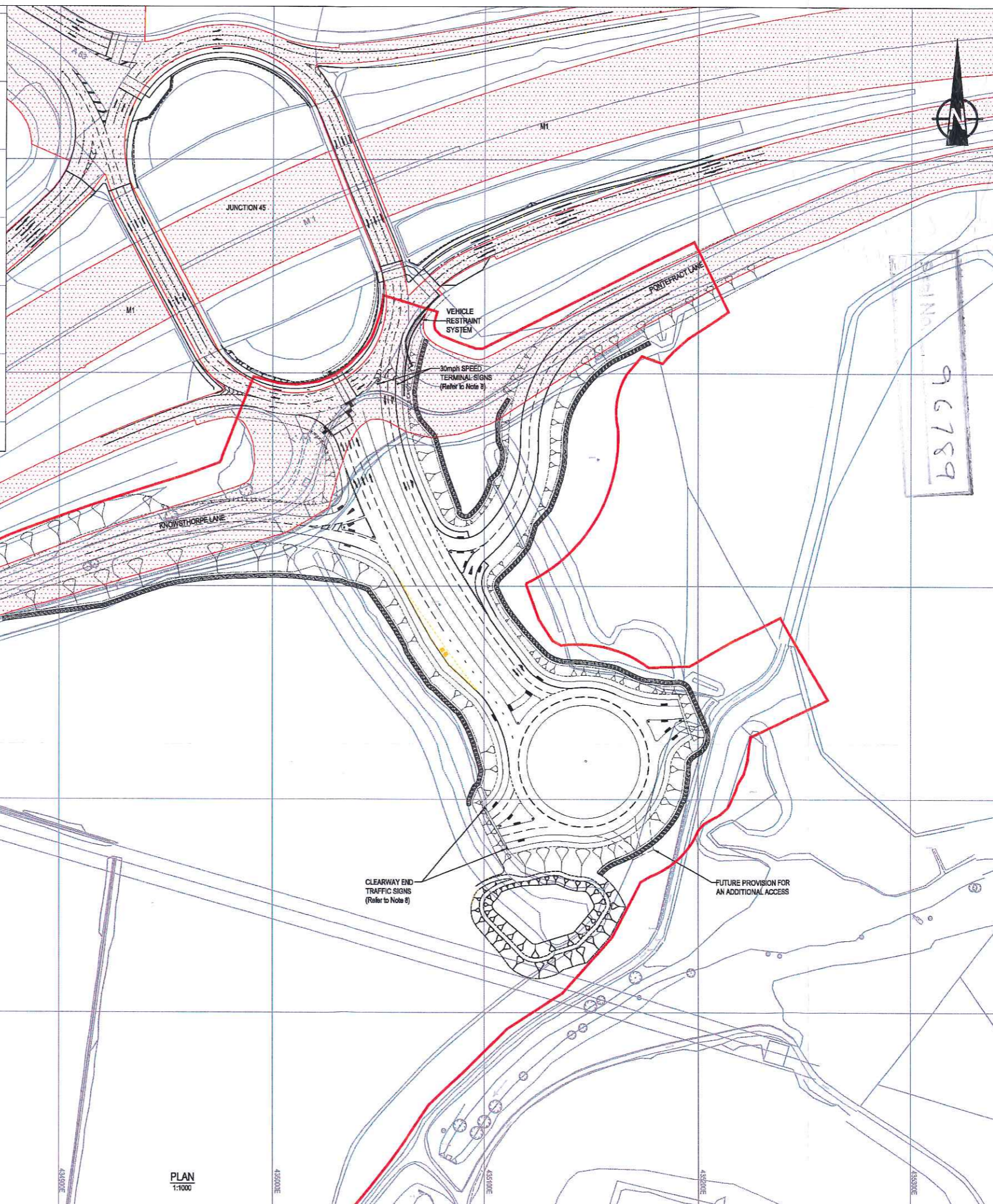
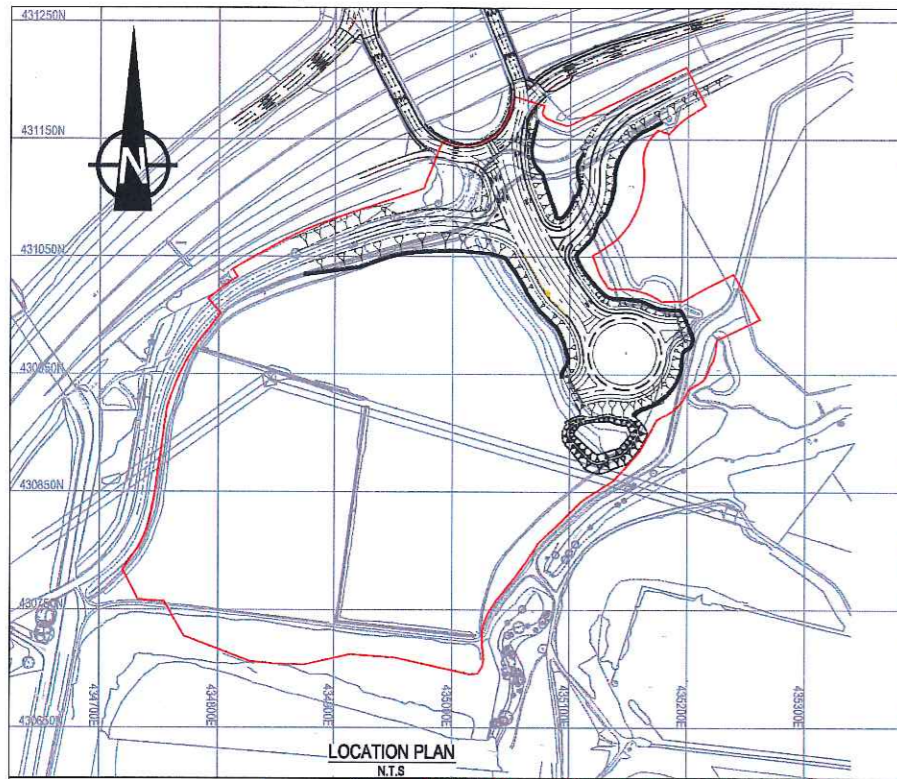
TITLE: ■ OA TITLE & SCHOOL ALLOCATION

■ SCHEME ■ 1:2500 @A1 ■ AS  
 ■ PROJECTS: ■ ■ ■  
 ■ 1879 ■ 112 ■ -

**APPENDIX 4**

**Plan 4**





IT IS ASSUMED THAT ALL WORKS ON THIS DRAWING WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING UNDER THE SUPERVISION OF AN APPROPRIATELY QUALIFIED SUPERVISOR.

THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT.

NOTES

- EARTHWORKS SLOPES ARE SHOWN AT 1 IN 3 GRADIENTS AND ARE SUBJECT TO GROUND INVESTIGATION AND DETAIL DESIGN.
- TOPOGRAPHICAL SURVEY WA-SKELTON-TOPOGRAPHICAL-SURVEY-FEBRUARY 2016 PROVIDED BY WARDELL ARMSTRONG LTD 19/02/16.
- HIGHWAY DESIGN IS BASED ON SPEED LIMIT OF 30mph.
- ALL TRAFFIC SIGNS AND ROAD MARKINGS ARE TO BE IN ACCORDANCE WITH THE TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS 2002.
- ALL WORKS SHALL BE IN ACCORDANCE WITH THE DEPARTMENT FOR TRANSPORT (DfT), MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW), DESIGN MANUAL FOR ROADS AND BRIDGES (DMRB) AND LEEDS CITY COUNCIL STREET DESIGN GUIDE, SPECIFICATION AND STANDARD CONSTRUCTION DETAILS.
- TACTILE PAVING TO BE IN ACCORDANCE WITH LEEDS CITY COUNCIL STANDARD DETAIL SD11/530 FOR CONTROLLED CROSSINGS AND SD11/544 FOR UNCONTROLLED CROSSINGS AND THE DEPARTMENT FOR TRANSPORT'S 'GUIDANCE ON THE USE OF TACTILE PAVING SURFACES'.
- MINIMUM PSV FOR TRAFFIC SIGNAL AND ROUNDABOUT APPROACHES ARE TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MAINTAINING AUTHORITY. IN THE ABSENCE OF LOCAL HIGHWAY AUTHORITY REQUIREMENTS THE MINIMUM PSV OR USE OF HFS SHOULD BE IN ACCORDANCE WITH THE DMRB HD36/06.
- EXISTING SPEED TERMINAL AND CLEARWAY TRAFFIC SIGNING ON KNOWSTHORPE LANE/PORTERACT LANE TO BE REVIEWED AT DETAIL DESIGN STAGE TO COORDINATE WITH PROPOSALS.

KEY

- OUTLINE PLANNING BOUNDARY
- ADOPTED HIGHWAY
- TRAFFIC BOLLARD WITH KEEP LEFT ASPECT TO DIA. 610

This drawing is for preliminary purposes only and is subject to amendment during design development. UNDER NO CIRCUMSTANCES MUST THIS DRAWING BE USED FOR CONSTRUCTION PURPOSES

RG

Revision	Details	By	Check	Date	Scale
M1 J45 RIS SCHEME UPDATED		KB	DB	22.08.16	P7
M1 J45 LAYOUT AMENDED		KB	DB	02.08.16	P6
REALIGN KNOWSTHORPE LN		MW	DB	22.07.16	P5
AMENDMENTS FROM RS&I AND LCC		JB	DB	21.06.16	P4
DETENTION BASIN LAYOUT AMENDED		JB	DB	07.04.16	P3
REVISED FOLLOWING CLIENT COMMENTS		KB	DB	23.03.16	P2

Purpose of Issue: **FOR PLANNING**

Client: **EXTRA MSA GROUP**

Project Title: **LEEDS SKELTON LAKE SERVICES**

Drawing Title: **GENERAL ARRANGEMENT**

Designed	Drawn	Checked	Approved	Date
KB	JB	DB	GH	17.03.16

AECOM Internal Project No. **60487729**      Suitability **S3**

Scale @ A1 **AS-SHOWN**      Zone **D0**

THIS DRAWING HAS BEEN PREPARED FOR THE USE OF AECOM'S CLIENT. IT MAY NOT BE USED, ACCEPTED, REPRODUCED OR RELIED UPON BY THIRD PARTIES, EXCEPT AS AGREED BY AECOM OR AS REQUIRED BY LAW. AECOM ACCEPTS NO RESPONSIBILITY, AND DENIES ANY LIABILITY WHATSOEVER TO ANY PARTY THAT USES OR RELIES ON THIS DRAWING WITHOUT AECOM'S EXPRESS WRITTEN CONSENT. DO NOT SCALE THIS DOCUMENT. ALL MEASUREMENTS MUST BE OBTAINED FROM THE STATED DIMENSIONS.



Drawing Number: **SLS-ACM-00-XX-DR-D-1001**      Rev **P7**

02/03/2016 4:21 PM      C:\Users\jacob\Documents\10117 - GENERAL ARRANGEMENT

Reproduced from Ordnance Survey digital map data © Crown copyright 2016. All rights reserved. License number 100022432

PLAN 1:1000



**APPENDIX 5**

**Plan 5**



The scaling of this drawing cannot be assured

Revision	Date	Drn	Ckd
A	24.10.17	ALC	TL

Site Boundary

96789

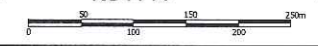
*Handwritten signature and initials*

# PLAN 5

Project  
**AIRE VALLEY  
 LEEDS**  
 Drawing Title  
**S106 - RED LINE BOUNDARY**



Date	Scale	Drawn by	Check by
10.10.17	1:5000@A2	ALC	TL
Project No	Drawing No	Revision	
21353	RG-M-77	A	



**BARTON  
 WILLMORE**

Planning • Master Planning & Urban Design • Architecture •  
 Landscape Planning & Design • Environmental Planning •  
 Graphic Communication • Public Engagement • Research

bartonwillmore.co.uk

Offices at Birmingham Bristol Cambridge Cardiff Ebbw Vale Edinburgh  
 Leeds London Manchester Newcastle Reading Southampton

**APPENDIX 6**

**Plan 6**





The scaling of this drawing cannot be assured

Revision	Date	Drn	Ckd
A	24.10.17	ALC	TL

- Site Boundary
- Nature Reserve Land

Seal No. 96789

*Handwritten initials: CWS, RK*

# PLAN 6

Project  
**AIRE VALLEY LEEDS**  
 Drawing Title  
**S106 - NATURE RESERVE LAND**



Date 10.10.17	Scale 1:5000@A2	Drawn by ALC	Check by TL
Project No 21353	Drawing No RG-M-78	Revision A	



**BARTON WILLMORE**

Planning • Master Planning & Urban Design • Architecture •  
 Landscape Planning & Design • Environmental Planning •  
 Graphic Communication • Public Engagement • Research

bartonwillmore.co.uk



Offices at Birmingham Bristol Cambridge Cardiff Ebbw Vale Edinburgh  
 Leeds London Manchester Newcastle Reading Southampton

## **APPENDIX 7**

### **List of Housing Associations approved by the Council**

The following Housing Associations are approved by the Council:-

- 15 Abbeyfield
- 16 Accent Housing Association
- 17 Affinity Sutton
- 18 Broadacres
- 19 Connect Housing Association Limited
- 20 The Guinness Partnership
- 21 Habinteg
- 22 The Home Group
- 23 Housing and Care 21
- 24 Incommunities Group - Lumia Homes
- 25 Leeds Federated Housing Association
- 26 Leeds Jewish Housing Association
- 27 Leeds and Yorkshire Housing Association
- 28 Places for People
- 29 Progress Housing
- 30 Salvation Army Registered Provider
- 31 Sanctuary
- 32 Stonewater Housing Association
- 33 Together Housing Group
- 34 Unity Housing Association Limited
- 35 Wakefield District Housing
- 36 Yorkshire Housing Limited



## **APPENDIX 8**

### **List of Schools**

Temple Moor High School

Royds School

Garforth Academy

**APPENDIX 9**

**Travel Plan**

Templegate Developments Limited  
Skelton Gate, Leeds

## Travel Plan

19 September 2016  
Version 2.3  
Issue



**Fore**

## Contents

<b>1</b>	<b>Introduction</b>	<b>1</b>
1.1	Commission	1
1.2	The Proposed Development	1
1.3	Purpose of this Report	1
1.4	Structure of the Report	2
<b>2</b>	<b>Transport Network Audit</b>	<b>3</b>
2.1	Site Location	3
2.2	Pedestrian Access	3
2.3	Cycling Access	5
2.4	Public Transport	6
<b>3</b>	<b>Site Audit</b>	<b>8</b>
3.1	Land Use	8
3.2	Pedestrian and Cycle Access	8
3.3	Public Transport	10
3.4	Vehicular Access	10
<b>4</b>	<b>Travel Plan Management</b>	<b>13</b>
4.1	Introduction	13
4.2	Structure and Hand Over of the Travel Plan	13
4.3	Framework Travel Plan Coordinator	13
4.4	Occupier Travel Plan Coordinator	14
4.5	Travel Plan Steering Group	15
4.6	Funding	16
<b>5</b>	<b>Travel Plan Targets</b>	<b>17</b>
5.1	Introduction	17
5.2	Initial Mode Share Targets	17
5.3	Ongoing Mode Share Targets	19
<b>6</b>	<b>Travel Plan Measures</b>	<b>20</b>
6.1	Introduction	20
6.2	Measures	20
<b>7</b>	<b>Monitoring and Review</b>	<b>24</b>
7.1	Introduction	24
7.2	Travel Survey	25

7.3	Annual Monitoring Report	25
<b>8</b>	<b>Promotion and Communication</b>	<b>27</b>
8.1	Introduction	27
8.2	Resident Travel Information Packs	27
8.3	Communication to Users of Other Land Uses	28
<b>9</b>	<b>Summary Action Plan</b>	<b>29</b>

## Figures

Figure 1: Site Location

Figure 2: Pedestrian Isochrone and Local Land Uses

Figure 3: Existing and Committed Pedestrian and Cycling Infrastructure

Figure 4: Proposed Pedestrian and Cycling Infrastructure

Figure 5: Cycling Catchment

Figure 6: Public Transport Facilities

## Drawings

3125/SK001/01 Rev F: Proposed Primary Access Arrangements

3125/SK001/02 Rev B: Proposed Pontefract Lane Access Arrangements

3125/SK001/004 Rev A: Proposed Pedestrian Crossing on Pontefract Lane

## Appendices

Appendix A: Illustrative Masterplan



# 1 Introduction

## 1.1 Commission

Templegate Developments Limited is bringing forward an outline planning application with details of access for a residential-led, mixed use development on land situated immediately south of the M1 Junction 45, to the south east of Leeds. The site itself forms part of a wider area which has been allocated for residential development in the emerging Aire Valley Area Action Plan (AAP). The location of the site is shown on Figure 1.

Fore Consulting Limited (Fore) has been commissioned by Templegate Developments Limited to provide transport advice in relation to the site, including the preparation of a Transport Assessment and Travel Plan for submission as part of an outline planning application.

## 1.2 The Proposed Development

Briefly, the planning application will be in outline (with all matters reserved other than access) for a residential-led mixed use development on land adjacent to the M1 Junction 45. Parameter plans have been prepared by Barton Willmore and are enclosed as Appendix A. The development has been assumed to comprise the following land uses:

- Up to 1,100 dwellings.
- A two-form entry primary school. Land will also be made available for a four-form entry secondary school, but it is not currently known whether LCC will require a secondary school at Skelton Gate.
- A local centre, including a range of complementary retail and services uses, including a food store of up to 2,000 sq. m.

## 1.3 Purpose of this Report

This document is the Framework Travel Plan for the development proposals. In due course the school(s), individual occupiers of the local centre and housing developers will form their own individual Travel Plans, assuming they are above thresholds set out in the Travel Plan SPD<sup>1</sup>.

This Framework Travel Plan sets out the aspiration of the Developer to encourage residents, employees, visitors and students to use alternatives to single-occupancy car journeys, as one of the ways to reduce the environmental impact of the proposed

<sup>1</sup> Travel Plans - Adopted Supplementary Planning Document, LCC, 2015

development, whilst also generating a number of other benefits for residents and the wider community as a whole, including:

- Reducing congestion and peak time conflicts.
- Reducing fuel use and harmful transport emissions.
- Facilitating improved public transport through economies of scale and transport efficiency.
- Tackling social exclusion and improving accessibility.

## 1.4 Structure of the Report

This report is structured as follows:

- Chapter 2 presents an audit of the existing transport networks serving the site.
- Chapter 3 summarises the transport facilities that will be available at the proposed development.
- Chapter 4 sets out the roles and responsibilities associated with implementing the Travel Plan.
- Chapter 5 outlines the targets of the Travel Plan with regard to mode shares.
- Chapter 6 identifies the measures that will be implemented to encourage trips by sustainable modes of transport for future residents of the proposed development.
- Chapter 7 identifies how the Travel Plan will be monitored and reviewed.
- Chapter 8 presents the promotion and communication strategy for the Travel Plan.
- Chapter 9 provides a summary action plan for the implementation of the Travel Plan.



## 2 Transport Network Audit

This Chapter provides an audit of the existing and committed transport links serving the proposed development site. As considerable pedestrian, cycling and public transport infrastructure is proposed as part of this application, and therefore the Transport Network Audit is to be reviewed prior to first occupation of the proposed development (and annually thereafter) and should be used to identify future issues and areas for improvement.

<b>Key Action:</b>	Update the audit of the transport network
<b>To be completed by:</b>	Prior to first occupation and annually thereafter
<b>Responsibility of:</b>	Before occupation: Framework Travel Plan Coordinator After occupation: Occupier Travel Plan Coordinators

### 2.1 Site Location

The site lies southeast of the urban boundary of Leeds, approximately 5.3km from the city centre. The site is located at a strategic gateway position, immediately south of the M1 Junction 45. The junction is adjoined by Pontefract Lane and Knowsthorpe Lane which bound the site to the north. To the south, the site is bound by agricultural land and a large lake. Biffa waste management facility sits to the south and south east.

As previously mentioned the site is currently used for agricultural purposes predominately and, as such, generates few traffic movements into and out of the site.

The location of the site is shown on Figure 1.

### 2.2 Pedestrian Access

#### 2.2.1 Pedestrian Catchment

Figure 2 presents a 2km walking isochrone from the proposed pedestrian site access points, assuming committed and proposed schemes are in place (see Section 2.2.2). The isochrone extends west along the A63 Pontefract Lane towards the strategic employment sites in the Aire Valley Enterprise Zone. The isochrones also extends to the north, enveloping Temple Newsam House and large areas of Temple Newsam Park. To the south one can access the lake, which is encircled by recreational walking routes, and other recreational routes to the east and west along the River Aire.

The development proposals include various on-site amenities - such as a food store and school - which will attract a significant number of walking trips from residents, employees, visitors and students.

As would be expected of an undeveloped site at the outskirts of the urban area, the existing pedestrian connections from the site to the wider network are limited.

However, a number of Public Right of Ways (PRoWs) pass within close proximity of the site, as follows:

- Leeds Definitive Bridleway No. 136 - a bridleway from Dog Kennel Hill in Temple Newsome Park, extending through an underpass below the M1 and then south of Pontefract Lane and to the west of Colton Beck. This route currently is a dead end within the Site. This connects to another bridleway that runs adjacent to the A63 Pontefract Lane (No. 248).
- Leeds Definitive Bridleway No. 259 - a 3 metre wide path which commences at the junction with the existing PRoW that adjoins Pontefract Lane and extends around Skelton Lake. The bridleway terminates at a point just north of Skelton Lake Weir;
- Leeds Definitive Bridleway No. 260 - a 3 metre wide path which adjoins Leeds Bridleway No. 259 north of Skelton Lake Weir and extends east, adjoining Pontefract lane at the eastern boundary of the site;

It should also be noted that a public path creation order has been instated, which establishes the creation of a new PRoW that extends through the site. Leeds Non-Definitive Bridleway No. 261 - a 2 metre wide path which commences from Pontefract Lane adjacent to the existing PRoW and extends south, then west, adjoining Leeds Bridleway No.259.

Existing pedestrian facilities are shown on Figure 3.

### 2.2.2 Committed Pedestrian Infrastructure

The following infrastructure is also committed:

- New signal-controlled crossings on the M1 Junction 45 as part of a Highways England committed scheme to signalise the roundabout. This will allow pedestrian access from Pontefract Lane south of the junction on to the footways to the north of the A63 Pontefract Lane north of the junction.
- A new footbridge over the River Aire, providing a link towards Rothwell, the Trans Pennine Trail and key destinations such as Woodlesford rail station. The bridge will be located southwest of Skelton Lake, and will be accessed from Leeds Bridleway No.259.



Committed pedestrian facilities are shown on Figure 3.

### 2.2.3 Proposed Pedestrian and Cycle Infrastructure

In order to make these connections, extensive pedestrian infrastructure is proposed as part of the planning application, with many of these also being available for use by cyclists wishing to travel off-road. These measures are set out in Table 3. Proposed pedestrian infrastructure is shown on Figure 4.

It is noted that the proposed Motorway Service Area on adjacent land to the west proposes pedestrian and cycling connections from their site to the Skelton Gate residential development<sup>2</sup>.

## 2.3 Cycling Access

### 2.3.1 Cycle Catchment

Figure 5 illustrates the isochrone of a preferred maximum 8.0km cycling distance<sup>3</sup> measured from the proposed site access points. The catchment covers key employment locations such as Leeds city centre, Hunslet, Stourton and Thorpe Park. In addition to this, the isochrone also includes a number of local settlements including Rothwell, Woodlesford and Swillington.

### 2.3.2 Cycle Infrastructure

The cycling catchment is supplemented by the presence of numerous cycle routes located within the vicinity of the site which provide strategic cycling connections, which are illustrated on Figure 3. These include the following:

- National Cycle Route 67, which provides a strategic traffic-free route towards the City Centre to the west, and Woodlesford and Methley to the east. The route also forms the main route of the Trans Pennine Trail (central).
- Wyke Beck Way Cycle Route, which is a Leeds Core Cycle Network (LCCN) route runs within the vicinity of the site, provides a largely traffic-free route from Roundhay Park to Temple Newsam. Access to this route can be gained from the northern boundary of the site adjacent to the link under the M1, which provides direct access to the adjacent Aire Valley Enterprise Zone.

<sup>2</sup> Transport Assessment dated 19 April 2016 Section 8.4 and shown on Illustrative Layout Plan at Appendix 8.A

<sup>3</sup> Cycling England's 'Integrating Cycling into Development Proposals' (2009)

- In addition to this, a network of traffic-free cycle paths and advisory routes are present within the site vicinity, which includes routes that run adjacent to the northern edge of Pontefract Lane and the A63 Pontefract Lane.

Furthermore, as part of the Temple Green Park & Ride proposals, committed improvements such as a formal pedestrian/cycle crossing facility is scheduled to be implemented west of Bell Wood Roundabout.

Those wishing to cycle to Leeds city centre will be able to use the proposed off-road cycle route from the site boundary which will link with committed cycle crossing points at Junction 45, followed by the off-road cycleway to the north of the A63 Pontefract Lane. Between the Thornes Farm Roundabout and Knowsthorpe Gate Roundabout there is a toucan crossing, after which the cycleway continues on the south of the A63. The city centre can then be accessed via a number of signed on- and off-road routes.

Extensive pedestrian/cycle infrastructure is proposed, as set out in the measures in Table 3. This provision of cycling infrastructure will encourage local trips, especially commuting journeys, to be undertaken sustainably by cycle.

## 2.4 Public Transport

### 2.4.1 Bus Network

LCC's Accessibility Standards<sup>4</sup> are based on bus stops being available within 400m of users of a development site, of which there are currently none. A number of options have been discussed with LCC to ensure travelling by bus is a realistic choice for residents of the site.

Through discussions with the key stakeholders, it has been agreed that the Developer will fund a shuttle service between the development and the new Temple Green Park and Ride facility, which is expected to open in summer 2017. The Park and Ride is situated northwest of Junction 45, adjacent to the A63 Pontefract Lane, and is shown on Figure 6. The Park and Ride facility will provide high frequency, express bus services to and from Leeds city centre Monday-Saturday, 7am-7pm. After 7pm and on Sunday, when the Park and Ride buses will no longer be running, the Skelton Gate shuttle service will continue to the city centre with one bus in each direction every hour. The shuttle service will be funded for up to 10 years. The possibility of ensuring that through-tickets are available will be explored - whereby a resident can by one ticket to travel all the way to Leeds.

### 2.4.2 Rail Network

Whilst the site is not directly served by rail, connections can be made at Leeds, which is located approximately 6.5km from the site. Leeds Station is the second busiest rail station

<sup>4</sup> Policy T2 of Leeds City Council's Core Strategy (2014)

outside London, and receives approximately 35 trains per hour, serving Scotland, Manchester, Liverpool, York, London, the West Country and the east coast, as well as local and regional stations. There is cycle parking inside and outside the station.

Additional rail connections can be accessed at Woodlesford station, within 4.1km cycling distance from the site via Pontefract Lane, which is an LCC advisory cycle route. At the station there is space for 3 bicycles to park. Alternatively the station is within 5.6km driving distance from the site and has 48 parking spaces, which are free of charge for railway users. The station is served by local services including half-hourly services to Leeds and Castleford, and hourly services to Knottingley, Wakefield, Barnsley and Sheffield.



## 3 Site Audit

This Chapter forms an audit of the travel facilities to be provided as part of the proposed development, based on the parameter plans. This information is to be reviewed on completion of the proposed development and updated, as necessary, to take account of any changes and to identify any additional issues. It should be reviewed on an annual basis.

Key Action:	Update the site audit for the development
To be completed by:	On completion of the proposed development and annually thereafter
Responsibility of:	Before occupation: Framework Travel Plan Coordinator After occupation: Occupier Travel Plan Coordinators

### 3.1 Land Use

The planning application will be in outline (with all matters reserved other than access) for a residential-led, mixed use development on land adjacent to the M1 Junction 45. The proposals have been assumed to comprise the following land uses:

- Up to 1,100 dwellings.
- A two-form entry primary school. Land will also be made available for a four-form entry secondary school, but it is not currently known whether LCC will require a secondary school at Skelton Gate.
- A local centre, including a range of complementary retail and services uses, including a food store of up to 2,000 sq. m.

Parameter plans and indicative land use plans have been prepared by Barton Willmore and are at Appendix A.

### 3.2 Pedestrian and Cycle Access

The parameter plans make allowance for the development to maximise pedestrian and cycle connectivity, both within the site and to the wider area. It is proposed that pedestrians and cyclists will be able to access/leave the site as follows:

- The principal access roads which extend into the site from the proposed new roundabout access junction will incorporate pedestrian and cycle facilities, connecting the site to the upgraded pedestrian facilities at Junction 45. Dropped kerbs and tactile paving will be provided at appropriate locations, to be determined at detailed design.

- A shared-use cycle/pedestrian access point onto Pontefract Lane which runs along the northern boundary of the site, adjacent the proposed vehicle access. This will provide an alternative route, connecting pedestrians and cyclists to the wider Aire Valley Enterprise Zone via the existing underpass under the M1 and PRow provision, in turn connecting to strategic cycling routes.
- An alternative point of pedestrian/cycle access at the southern boundary of the site, which would provide connections to the Trans Pennine Trail and National Cycle Route 67 via extended PRows and bridge over the River Aire to be implemented by LCC. This would provide a direct route towards Rothwell, as well as key destinations such as Woodlesford rail station.
- In the longer term, as the employment sites to the west are progressed, pedestrian/cycle linkages may be also available along Knowsthorpe Lane and under the motorway.

These will connect with the existing, committed and proposed cycling and walking infrastructure detailed in Sections 2.2 and 2.3.

Within the site itself, a safe and attractive environment for walking and cycling will be provided, which encourages local journeys to be made sustainably. The internal network will allow residents to circulate within the site on foot and by cycle, whilst also providing convenient access to off-site routes and nearby locations.

The precise internal layout will be determined as part of subsequent planning applications for reserved matters.

### 3.2.1 Cycle Parking

For each land use at Skelton Gate appropriate short and long stay cycle parking will be provided, as set out in the parking SPD<sup>5</sup> Sections 5.1 and 9.6.

- One long stay cycle space will be provided at each dwelling. For dwellings which have direct access to it, cycle parking will be provided in the back garden. Houses which do not have direct access to the back of the house or do not have a back garden will have cycle parking provided at the front of the dwelling. Residents will not have to bring bikes into the dwelling for storage. There will be 1 short stay cycle space for every 10 flats (capped at 40) and 1 short stay cycle space for every 40 houses (capped at 20). This will be on unallocated, covered Sheffield stands.
- Cycle parking at the school(s) will be segregated for students and staff. Numbers will be agreed with LCC.

<sup>5</sup> Parking Supplementary Planning Document, LCC, 2016



- Cycle parking at the food store will be provided as per the SPD, with 1 long stay space per 500sqm, 1 short stay space per 250sqm (capped at 20).
- Any other land uses which are built at Skelton Gate will have short and long stay cycle parking provided as per Table 3 of the SPD.

### 3.3 Public Transport

Within the site, the proposed shuttle bus service, described in Section 2.4.1 will be supported as follows:

- The internal road layout within the application site will be designed in accordance with LCC's Street Design Guide to accommodate buses, ensuring that roads and junctions are of a suitable standard, in terms of width and construction to accommodate full size bus services.
- The commercial centre will be located close to the main vehicular access, to include the provision of a bus halt and associated infrastructure.
- Road layout will be designed to allow buses to penetrate the site. In early phases a turnaround facility will be provided.
- Bus stops/shelters will be provided at regular intervals along the loop road and will be conveniently located in relation to the development plots (approximately no more than 400m walking distance) and pedestrian/cycle routes.

### 3.4 Vehicular Access

#### 3.4.1 Main Vehicular Access

It is proposed that principal vehicular access to the site will be consistent with the arrangements consented as part of the Skelton Business Park scheme. The proposals are shown on the following Fore Consulting drawing 3125/SK001/01 Rev F.

Vehicular access to the site will be taken from a short length of dual-carriageway transition road from Junction 45, essentially replacing the existing Pontefract Lane and Knowsthorpe Lane approaches to the junction. Pontefract Lane will be realigned locally to connect to the new transition road approximately 65m south of Junction 45 via a left-in/left-out junction.

The transition road will be adjoined by a new four arm priority-controlled roundabout, with the eastern and southern arms providing a choice of access into the site from the northwest corner. The western arm will provide access to the proposed Motorway Service



Area located to the west. The proposed access roundabout has sufficient spare capacity to ensure delays into and out of the site are kept to a minimum (see Section 9.1).

### 3.4.2 Secondary Access

An additional vehicular access will be provided on Pontefract Lane, north of the site, approximately 150m east of the underpass. The proposed arrangement is demonstrated on Fore Consulting drawing 3125/SK001/02 Rev B. Fore commissioned a speed survey which took place between Wednesday 4 May and Friday 6 May 2016 in order to establish appropriate visibility splays and was located close to the proposed access. 85<sup>th</sup> percentile speeds were 75 km/h north westbound and 80 km/h south eastbound. Thus 160m visibility splays will be provided in each direction<sup>6</sup>. It should be noted that the applicant is willing to contribute financially to LCC reducing the speed on Pontefract Lane in the vicinity of this junction. However, as it is not known whether this will happen, it has been ensured that the full visibility splays for the existing 85<sup>th</sup> percentile speeds can be accommodated.

### 3.4.3 Internal Layout

The precise layout of the internal network will be determined as a reserved matter; however, the parameter plans make allowance for the following:

- A loop road layout to be provided in accordance with LCC's Street Design Guide. This will maximise efficiency of operation in emergencies, and enable quick dissipation of traffic within the development.
- The road layout will facilitate refuse collection, including refuse vehicle turning where appropriate.
- The primary connector road within the site is intended to be capable of accommodating bus services, consistent with both points of vehicular access, with a minimum carriageway width of 6.75m.
- The internal layout will be designed to promote traffic speeds below 20mph to provide an appropriate environment for vehicles, pedestrians and cyclists, whilst also facilitating public access and circulation.

<sup>6</sup> As set out in Design Manual for Roads and Bridges Volume 6 Section 2 TD 42/95 Table 2/1