

01/00184/OUT.

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Jane Baker

DATED 24 JANUARY

2005

THE RYEDALE DISTRICT COUNCIL

and

REDROW HOMES (YORKSHIRE) LIMITED

A G R E E M E N T

pursuant to Section 106 of the
Town and Country Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of Land off Scarborough Road Norton
in the County of North Yorkshire

K A Winship
Council Solicitor
MALTON

THIS DEED is made the day of 2005

BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **REDROW HOMES (YORKSHIRE) LIMITED** whose Registered Office is at Redrow House St David's Park Flintshire CH5 3RX ("the Developer")

DEFINITIONS

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

- "the Affordable Rented Dwellings" means the Fifteen 1 bed flats, Eight 2 bed flats, Twenty Three 2 bed houses, Twenty Three 3 bed houses and Nine Bungalows to be constructed pursuant to Part 2 of the Third Schedule of this Agreement and identified on Plan 2 annexed to this agreement by reference to Plot numbers and attached key and "Affordable Rented Dwelling" shall be construed accordingly
- "Commencement of Development" means the date of commencement of development by the carrying out of a material operation in Section 56(4) of the Town and Country Planning Act 1990 PROVIDED THAT for the purposes of this Agreement the following shall not be taken to be a material operation and shall not amount to Commencement of Development:
- (i) works of demolition and site clearance;
 - (ii) ground investigation or site survey work;
 - (iii) construction of boundary fencing or boarding;
 - (iv) archaeological investigation;

“the Discount for Sale Dwellings”	<p>(v) works of decontamination or remediation;</p> <p>means the Four 1 bed flats, Four 2 bed flats, Six 2 bed houses and Six 3 bed houses to be constructed pursuant to Part 3 of the Third Schedule of this Agreement and identified on Plan 2 annexed to this Agreement by reference to Plot numbers and attached key and “Discount for Sale Dwelling” shall be construed accordingly</p>
“Discount for Sale Dwelling Assurance”	<p>means an assurance relating to the disposal of any Discount for Sale Dwelling (whether by way of transfer or the grant of lease or otherwise) by the Developer to the Housing Association and “Discount for Sale Dwelling Assurances” shall be construed accordingly</p>
“Affordable Rent”	<p>means a rent which is comparable to the rents charged in the Ryedale District Council administrative area by Registered Social Landlords for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager and the Registered Social Landlord and thereafter any increases or decreases in accordance with the Registered Social Landlords rent setting policy and the Housing Corporation guidance at the time.</p>
“Council Solicitor”	<p>means the Council Solicitor for the time being for Ryedale District Council or such other Officer as may from time to time be primarily responsible for the provision of legal advice to the Council.</p>
“Development Control Manager”	<p>means the Development Control Manager for Ryedale District Council or such other Officer as may from time to time be nominated by</p>

“Property Services Manager”	him. means the Property Services Manager for Ryedale District Council or such other Officer as may from time to time be nominated by him.
“Financial Services Manager”	means the Financial Services Manager for Ryedale District Council or such other Officer as may from time to time be nominated by him.
“Eligible Occupiers”	means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement
“Eligible Occupiers’ Estate Interest”	means the estate interest of an Eligible Occupier in any Discount for Sale Dwelling arising out of the grant by the Housing Association of a derivative interest (whether by way of lease or underlease or otherwise as may be approved in writing by the Council (such approval not to be unreasonably withheld or delayed)) in such Discount for Sale Dwelling
“Open Market Dwellings”	means dwellings erected on the Property excluding the Affordable Rented Dwellings and the Discount Sale Dwellings
“Open Market Value”	means the value determined in accordance with the provisions of Part 4 of the Third Schedule.
“The Housing Association”	means the Home Group Limited of Ridley House Regent Centre Gosforth Newcastle Upon Tyne NE3 3JE and or the Yorkshire Community Housing Limited of Yorkshire House 6 Innovation Close Heslington York YO10 5ZF or an alternative 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) and registered by the Housing Corporation under the provisions of Chapter 1 Part 1 of the Housing Act 1996 and approved in writing (such approval not to be unreasonably withheld or delayed) by the Housing Services Manager
“Housing Association’s Estate Interest”	means the estate interest of the Housing Association in any Discount for Sale Dwelling arising out of the disposition by the Developer of such Discount for Sale Dwelling
“Housing Services Manager”	means the Housing Services Manager of Ryedale District Council or such other Officer as may from time to time be nominated by him.
“Planning Application”	means an application for Planning Permission or Reserved Matters approval (as appropriate)
“Planning Permission”	means a planning permission in the form of draft attached to this Agreement
“Reserved Matters”	means those reserved matters detailed in the Planning Permission

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the property described in the First Schedule (“the Property”) is situated
- (2) The Developer is the owner in fee simple in possession of the Property shown for the purposes of identification edged in Red on Plan 1 and (subject as hereinafter mentioned but otherwise) free from encumbrances
- (3) The Developer has applied to the Council for permission to develop the Property in the manner and for the uses set out in the Second Schedule hereto (“the Proposed Development”)
- (4) The Council is satisfied that the performance by the Developer of the covenants herein will remove certain arguments against or objections to the Proposed Development which would without the execution of this

Agreement have led to the refusal of consent for the Planning Application

- (5) The Developer has agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on his part to be observed and performed

NOW THIS DEED WITNESSES as follows:-

- 1 **THIS** Agreement is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended ("the 1990 Act") Section 111 of the Local Government Act 1972 and all other powers the parties hereunto enabling and the covenants in this Agreement are planning obligations for the purpose of the 1990 Act which are enforceable by the Council
- 2 **THE** Developer covenants with the Council that:
 - 2.1 the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Third Schedule hereto and
 - 2.2 that in relation to the Property the works and other matters specified in the Third Schedule shall be carried out in accordance with that Schedule
- 3 **IT** is agreed and declared as follows:-
 - 3.1 The expressions "the Council" and "the Developer" shall include their respective successors in title and assigns
 - 3.2 The Developer hereby agrees to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Agreement and not otherwise
 - 3.3 For the purpose of such parts of this Agreement as may be subject to the Rule Against Perpetuities that part of the Agreement shall remain in force for the period of eighty years from the date hereof
 - 3.4 The Developer shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs limited to a maximum sum of £400 + VAT
 - 3.5 The Developer shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the Council arising from any breach of this

Agreement by the Developer PROVIDED THAT such indemnity shall not apply in respect of any action claim demand expenses or proceedings which arise out of any negligent act or default or omission on the part of the Council

- 3.7 In this Agreement words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and where there are two or more persons included in the expression "the Developer" covenants expressed to be made by or with the Developer shall be deemed joint and several
- 3.8 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed
- 3.9 For the purpose of avoidance of doubt and subject to clause 3.10 hereof the requirements of this Agreement shall bind the Property and remain in full force and effect until formally varied by agreement of the parties or by the Secretary of State notwithstanding that the Planning Application and any plans submitted with the same shall have lapsed or shall have been amended superseded renewed or resubmitted
- 3.10 This Agreement is a local land charge and shall be registered as such and shall come into full force and effect when the Proposed Development is commenced and not otherwise
4. This Agreement is conditional upon the grant and implementation of the Planning Permission PROVIDED ALWAYS that
 - 4.1 The obligations on the part of the Developer herein contained shall only come into effect on Commencement of Development
 - 4.2 This Agreement shall have no effect following the revocation expiry or termination of the Planning Permission
5. The Council covenants with the Developer to grant the Planning Permission immediately following the date of this Agreement

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

THE FIRST SCHEDULE

[the Property]

ALL THAT piece of land TOGETHER WITH buildings erected thereon situate at and known as Land to the South West of Bells Yard, Scarborough Road, Norton, Malton, North Yorkshire shown edged in red on Plan 1

THE SECOND SCHEDULE

[Particulars of the Proposed Development]

Residential Development pursuant to Planning Application 01/00184/OUT

THE THIRD SCHEDULE

[The Obligations]

Part 1

1 **Open Space**

The Developer covenants:-

- 1.1 that on submission of Reserved Matters he will simultaneously submit to the Development Control Manager for his written approval (such approval not to be unreasonably withheld or delayed) written proposals and specification for the landscaping of the two open space areas to be provided on the Property shown edged in red and edged in green respectively on Plan 2 annexed hereto ("the Open Space") such specification to include the layout levelling top-soiling and turfing or seeding of the open space.
- 1.2 Not to permit cause or suffer any dwelling constructed on the Property to be occupied until the aforesaid proposals and specification have been approved.
- 1.3 That following approval of the Open Space proposals and specification hereafter called 'the Approved Specification' in accordance with paragraph 1.1 above
 - 1.3.1 to implement and complete the Approved Specification to the reasonable satisfaction of the Development Control Manager as follows:
 - 1.3.1.1 for the area edged red on Plan 2 prior to the occupation of the first dwelling to be erected on the Property.

1.3.1.2 for the area edged green on Plan 2 prior to the occupation of the 50-percentile dwelling

1.3.2 to maintain each area of Open Space in good condition for a period of twelve months from the date of completion of the Approved Specification works to the reasonable satisfaction of the Development Control Manager and to re-sow any grass and replace any trees plants or shrubs thereon that have died or become diseased within that period.

1.3.3 That immediately following the twelve months maintenance to establish or appoint a management company ("the Management Company") the appointment and terms of which shall first have been approved (such approval not to be unreasonably withheld or delayed) by the Council in writing to maintain the two areas of Open Space in perpetuity in accordance with the Approved Specification PROVIDED ALWAYS that until such time as the areas of Open Space shall have been transferred to the Management Company the Developer shall be responsible for the maintenance of the areas of Open Space.

1.3.4 That in calculating any service charge or other payment due from the owners or occupiers of individual dwellings in respect of the areas of Open Space neither the Developer nor the Management Company shall be entitled to levy any such charge against the Affordable Rented Dwellings

1.4

1.4.1 To pay the Council upon completion of the construction of 50% of the dwellings on the Property the sum of Ninety Thousand pounds (£90,000) ("Open Space Contribution") for enhancing and providing open space in the vicinity of the Property

1.4.2 In the event that the Open Space Contribution has not been expended by the Council for the purpose stipulated in paragraph 1.4.1 above within a period of five years from the date of such contribution the Council will repay to the Developer the Open Space Contribution or any unexpended part thereof PROVIDED THAT the Developer shall not be entitled to any interest on the returned portion of the Open Space Contribution

Part 2

2 Affordable Housing

The Developer covenants:-

- 2.1 to build the Affordable Rented Dwellings in accordance with such specifications and standards as may from time to time be published by the Housing Corporation or such standard as may be agreed with the Housing Association and, simultaneously with the submission of Reserved Matters to the Council the Developer will submit to the Council for approval by the Development Control Manager, Housing Services Manager and Council Solicitor (such approval in each case not to be unreasonably withheld or delayed) a timetable for the construction and transfer of the Affordable Rented Dwellings to the Housing Association. The timetable will make provision
 - 2.1.1 that no Open Market Dwelling is completed until an agreement is entered into with the Housing Association for the construction by the Developer for that Housing Association of the Affordable Rented Dwellings
 - 2.1.2 for the phased construction of the Affordable Rented Dwellings in line with the overall development of the Open Market Dwellings.
 - 2.1.3 For the transfer of the Affordable Rented Dwellings to the Housing Association at prices not exceeding those prices shown at Part 1 of the Sixth Schedule to this Agreement
- 2.2 to ensure that it is a term of the sale of the Affordable Rented Dwellings that the Housing Association shall not dispose of or cause or permit the disposal of the Affordable Rented Dwellings other than for the purpose of providing tenancies at an Affordable Rent to Eligible Occupiers as determined by the Fourth Schedule to this Agreement
- 2.3 that before the Affordable Rented Dwellings are transferred to the Housing Association they are fully serviced and conveniently and safely accessible by (where appropriate) vehicles and pedestrians.
- 2.4 to supply within 14 working days from the date of any disposition of the Affordable Rented Dwellings to the Housing Association a copy of that Transfer or (as appropriate) Lease to the Council.

2.5 The obligations in this clause 2 shall not be binding or enforceable where:-

- 1) There is an Order for sale by the Housing Corporation
- 2) There is an Order for sale by the Court
- 3) A tenant has acquired an Affordable Rented Dwelling pursuant to any statutory rights so to do or any person deriving title under such tenant
- 4) There is a sale by any mortgagee of the Housing Association or any receiver appointed by such mortgagee or any person deriving title under them

Part 3

3 Disposal of the Discount Sale Dwelling

The Developer covenants with the Council as follows:

- 3.1 To construct and complete at its own cost and concurrently with the development of the Open Market Dwellings the 20 Discount Sale Dwellings on the Property PROVIDED THAT at least 17 of the Discount Sale Dwellings are constructed and completed at the Property before the occupation of 90% of the Open Market Dwellings constructed on the Property pursuant to the Planning Permission or as otherwise agreed in writing between the Developer and the Council
- 3.2 For a period commencing at least six months before the estimated date for completion of the Discount Sale Dwellings and ending on the date three months after the completion of the Discount Sale Dwellings ("the Marketing Period") the Developer shall at its own cost use reasonable endeavours to market the Discount Sale Dwellings for sale such marketing to include advertising promoting and administering sales of each of the Discount Sale Dwellings on behalf of the Housing Association.
- 3.3 As a result of the marketing referred to at paragraph 3.2 above the Developer will collate the details of persons who may subsequently be approved by the Housing Association and the Housing Services Manager (such approval in the case of the Housing Services Manager not to be unreasonably withheld or delayed) as Eligible Occupiers and will forward such details to the Housing Association within 5 working days of receiving such details.

- 3.4 If the person or persons identified in accordance with paragraph 3.3 above are approved by the Housing Association with a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Developer shall offer to sell the Discount Sale Dwelling or (as appropriate) the Discount Sale Dwellings to the Housing Association.
- 3.5 The offer referred to at paragraph 3.4 above shall include but shall not be limited to the following terms:
- 3.5.1 The Discount Sale Dwellings shall be offered for sale to the Housing Association for the prices not exceeding those prices shown at Part 2 of the Sixth Schedule, and
- 3.5.2 Contracts to be exchanged within three months of acceptance of the offer by the Housing Association or, if later, the date on which a full package of contract documentation and title information is delivered by the Developer's solicitor to the Housing Association ("the Title Delivery Date")
- 3.6 The Developer shall leave the or (as appropriate) each offer referred to at paragraph 3.4 above open for acceptance by the Housing Association for a period of 28 days from the date of such offer.
- 3.7 In the event that an offer referred to in paragraph 3.4 above is rejected by the Housing Association or is not accepted in writing by the Housing Association within the 28 day period provided in paragraph 3.6 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 3.9 below shall apply
- 3.8 If the Housing Association accepts the offer within the 28 day period provided by paragraph 3.6 above then the Developer will use reasonable endeavours to exchange contracts for the sale of the relevant Discount Sale Dwelling or (as appropriate) those Discount Sale Dwellings being the subject of the offer with the Housing Association within a period of three months from the date of acceptance of the offer by the Housing Association or the Title Delivery Date whichever is the later PROVIDED ALWAYS that exchange of contracts with the Housing Association shall take place simultaneously with the exchange of contracts between the Housing Association and the Eligible Occupier

(who shall acquire a derivative estate interest from the Housing Association)

- 3.9 If after the three month period referred to at paragraph 3.8 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 3.7 above then the following shall apply:
- 3.9.1 If the Marketing Period has not expired then the provisions of paragraphs 3.3 to 3.8 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Occupier; or
- 3.9.2 If the Marketing Period has expired then the obligations set out in paragraphs 3.2 to 3.8 inclusive above shall cease to have effect and the provisions of paragraph 3.10 below shall apply in respect of affordable housing provision.
- 3.10 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 3.5 to 3.8 inclusive above and in the event that any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the three month period specified in paragraph 3.8 for the sale of any of the Discount Sale Dwellings then the following shall apply:
- 3.10.1 The Developer will notify the Council and the Housing Association in writing that the offers have been rejected or contracts have not been exchanged ("the Notification"); and
- 3.10.2 The Housing Association shall have a period of 10 working days from the date of the Notification to serve notice in writing on the Developer indicating that the Housing Association wishes to acquire the Discount Sale Dwellings to which this clause 3.10 applies at the prices shown in Part 2 of the Sixth Schedule and if the Housing Association serves such a notice in relation to such dwellings or any of them the Developer shall be obliged to sell the same to the Housing Association completion of such sale taking place within six weeks of the date of the Notification Provided that the Developer will make it a term of the transfer of the Discount Sale Dwellings to the Housing Association that the Housing Association will obtain the written agreement of the

Council to its proposed use of the Discount Sale Dwellings as social housing.

- 3.10.3 Immediately following the transfer of any Discount Sale Dwellings to the Housing Association pursuant to paragraph 3.10.2 above the Developer will notify the Housing Services Manager of such transfer and will within 7 days of completion of the transfer supply a copy of the same to the Housing Services Manager.
- 3.10.4 In the event that the Housing Association fails to serve written notice in accordance with the provisions of paragraph 3.10.2 in respect of any relevant Discount Sale Dwelling or having served notice in accordance with the provisions of paragraph 3.10.2 fails to complete such acquisition within six weeks of the date of Notification through no fault of the Developer then the Developer shall be entitled to dispose of any of the unsold Discount Sale Dwellings to which this clause 3.10 applies on the open market.
- 3.10.5 The Developer shall pay to the Council within 28 days of the date of sale on the open market of any of the Discount Sale Dwellings that have not been disposed of to the Housing Association a sum in lieu of such Discount Sale Dwellings that have not been disposed of and the sum shall be calculated in accordance with the provisions of Part 1 of the Fifth Schedule and shall be utilized by the Council for affordable housing provision in accordance with the provisions of Part 2 of the Fifth Schedule
- 3.10.6 On payment of the sum referred to in paragraph 3.10.4 above the Developer shall be released from the affordable housing obligations in this paragraph 3 in their entirety in so far as they relate to the relevant unit in respect of which a commuted sum has been paid pursuant to paragraph 3.10.5 above PROVIDED ALWAYS that the provisions of paragraph 3.11 shall continue to apply to any of the Discount Sale Dwellings that have been disposed of to the Housing Association.

3.11 The following provisions shall only apply and regulate the future disposals of any of the Discount Sale Dwellings following disposal to the Housing Association by the Developer. The Developer shall ensure that the document transferring the Discount Sale Dwellings to the Housing Association incorporates provisions to ensure so far as the law allows that:

3.11.1 Except where an Eligible Occupier has staircased to 100% (and acquired the Housing Association's interest) the Housing Association's Estate Interest in any of the Discount Sale Dwellings shall not be subsequently transferred or disposed of other than to a Registered Social Landlord particulars of which will have been previously submitted to and approved in writing by the Housing Services Manager (such approval not to be unreasonably withheld or delayed);

3.11.2 The Eligible Occupiers' Estate Interest of any of the Discount Sale Dwellings disposed of in accordance with paragraphs 3.3 to 3.8 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing Association with the Council being not less than the price at which the Housing Association acquires the unit from the Developer plus the Housing Association's reasonable costs and expenses in relation to acquisition of and subsequent disposal of the Discount Sale Dwellings pursuant to this agreement;

3.11.3 When the Discount Sale Dwellings becomes available for resale the person seeking to re-sell ("the Vendor") will write to the Housing Association informing it.

3.11.4 On receiving notification referred to at paragraph 3.11.3 above the Housing Association shall write to the Housing Services Manager and agree with him (such agreement in the case of the Housing Services Manager not to be unreasonably withheld or delayed) the criteria which potential occupiers of the Discount Sale Dwellings must satisfy ("the Agreed Criteria"). The Housing Association will thereafter write to such people (if any) nominated by the Council who satisfy the Agreed Criteria giving sales details and will pass on details of these persons to the

Vendor (the Vendor paying the Housing Association's reasonable fee for complying with the provisions of this clause 3.11)

3.11.5 During the first 12 weeks that any interest in the Discount Sale Dwellings is offered for sale from time to time it shall not be offered other than to a person or persons residing within the district of Ryedale.

3.11.6 If required by the Council the Vendor shall satisfy the Council that the unit has been actively marketed for a period of at least 12 weeks to persons residing within the district of Ryedale who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district.

3.11.7 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 3.11.5 and 3.11.6 above and on either:

3.11.7.1 the expiration of the period of 12 weeks there is no buyer who has made an offer to purchase the interest in the relevant unit at a price not exceeding the percentage of Open Market Value that the Vendor paid for the Property when he acquired it (plus any additional percentages acquired by subsequent staircasing) of the Open Market Value of such interest upon the terms that are reasonably acceptable to the Vendor; or

3.11.7.2 if there is such a person who is prepared to proceed on that basis who has not entered into a contract to purchase upon terms that are reasonably acceptable to the Vendor within 12 weeks of the relevant unit having been placed on the open market for sale pursuant to the provisions of paragraphs 3.11.3 to 3.11.6 (inclusive) above then the Vendor may dispose of his interest in the relevant unit in accordance with paragraph 3.11.5 above to a person irrespective of his geographical area of residence who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district of Ryedale Provided the Vendor obtains

the confirmation of the Housing Association that such person satisfies the Agreed Criteria (save as to geographical area of residence)

- 3.11.8 If despite the Vendor using reasonable endeavours he/she cannot dispose of the relevant unit within 24 weeks of it being offered for sale and complying with the provisions of paragraphs 3.11.1 to 3.11.7 inclusive above then the Vendor shall be at liberty to dispose of the relevant unit on the open market upon such terms as it thinks fit
- 3.11.9 In the event of a disposal of 100% of the Open Market Value of the relevant unit pursuant to paragraph 3.11.8 above except where there is a staircasing to 100% under which the Vendor has paid the relevant sum to the Housing Association the Vendor shall pay a commuted sum to the Council for the attention of the Housing Services Manager calculated in accordance with the provisions of Part 1 of the Fifth Schedule
- 3.11.10 In the event of a disposal of the relevant unit on the open market in accordance with paragraphs 3.11.8 and 3.11.9 above such Discount Sale Dwelling shall forthwith cease to be subject to the terms of this planning obligation
- 3.11.11 In the event that paragraph 3.11.10 above becomes effective the Council (or its successor) will upon written request supply to any interested party confirmation of the effect and events of the above and will remove the entry in the Local Land Charges Register and any other entry in any other register open to public inspection
- 3.11.12 For the purposes of this Agreement the Open Market Value shall in the case of staircasing take no account of any improvements made to the Discount Sale Dwellings (excluding decorative improvements) and the Vendor shall be entitled to retain 100% of the increase in open market value attributable for such improvements.
- 3.12 For the avoidance of doubt the obligation on the Developer contained in paragraph 3.11 shall be deemed to be satisfied upon

the Developer furnishing the Council with certified copies of the Discount for Sale Dwelling Assurances

- 3.13 In the event of sale of a Discount Sale Dwelling by a mortgagee in possession the provisions of clause 3.7 shall apply save that where there is reference to a period of 12 weeks it shall be treated as though it was a reference to a period of 6 weeks and where there is a reference to a period 24 weeks it shall be treated as though it were a reference to a period 12 weeks
- 3.14 In the event that an Eligible Occupier exercises any right granted by law or by the lease under which the Eligible Occupiers' Estate Interest arises to acquire an increased equity share in a Discount Sale Dwelling then the Housing Association will hold the net proceeds arising therefrom (after deduction of the reasonable costs and expenses of the Housing Association in processing the same) in a separate account to be used as agreed in writing with the Council for the provision or improvement of social housing in the district of Ryedale

Part 4

4 Determination of Open Market Value

- 4.1 For the purposes of paragraph 3.10.5 of this Schedule above
- 4.1.1 the Open Market Value shall be agreed by the Developer and the Council and in default of agreement determined by an independent chartered surveyor appointed by agreement between the Developer and the Council whose fees shall lie in the said surveyor's award or in the absence of such award be borne equally between the parties
- 4.1.2 in the absence of agreement as to appointment the surveyor shall (upon the application of either party) be appointed by the President of the Royal Institute of Chartered Surveyors
- 4.1.3 the surveyor shall act as an expert and his decision shall be final and binding
- 4.2 For the purposes of paragraph 3.11.9 of this Schedule above:
- 4.2.1 the Open Market Value shall be agreed by the owner of the relevant unit of the Discount Sale Dwellings and the Housing Association prior to the disposal of the relevant unit and in

default of agreement determined by an independent chartered surveyor appointed by agreement between the owner and the Housing Association

4.2.2 in the absence of agreement as to appointment the surveyor shall (upon the application of either party) be appointed by the President of the Royal Institute of Chartered Surveyors

4.2.3 the surveyor shall act as an expert and his decision shall be final and binding and in the absence of a determination by the surveyor his fees shall be borne by the owner of the relevant unit

4.3 In determining Open Market Value for the purposes of paragraphs 4.1 and 4.2 above the surveyor shall be concerned to establish the estimated amount for which the property in question should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing where in the parties had each acted knowledgeably prudently and without compulsion and disregarding the provisions of this Agreement in so far as they have the effect of limiting the value of the Discount Sale Dwellings.

Part 5

5 Education Provision

5.1 The Developer covenant to pay to the Council within 28 days of the occupation of the first Open Market Dwellings on the Property the sum of One Hundred Thousand Pounds (£100,000) ("the Education Contribution") as a contribution towards the provision of an additional classroom and cloakroom at Norton County Primary School ("The Education Project")

5.2 The Council covenants

5.2.1 that if the Education Contribution has not been committed to the Education Project after the expiration of five years from the occupation of the last dwelling on the Property the Council will repay to the Developer the Education Contribution or (as the case may be) such unexpended part of the Education Contribution PROVIDED that the Developer shall not be entitled to claim any interest on the Education Contribution.

5.2.2 To use its best endeavours to procure from North Yorkshire County Council an account detailing how the Education

Contribution has been spent on the Education Project and to forward this to the Developer within 6 months from the date on which the Education Contribution is committed, which will be taken as the date when the Council's Financial Services Manager certifies in writing that the Education Contribution has been forwarded to North Yorkshire County Council.

Part 6

6 Highway Improvements

The Developer covenants:

- 6.1 To pay to the Council within 28 days of Commencement of Development the sum of £100,000 ("the Highway Contribution") towards highway improvements to major access routes and for additional facilities for cyclists, pedestrians and business in the vicinity of Norton ("the Highway Improvements")
- 6.2 The Council covenants
 - 6.2.1 that if the Highway Contribution has not been committed to the Highway Improvements after the expiration of five years from the occupation of the last dwelling on the Property the Council will repay to the Developer the Highway Contribution or any unexpended part thereof
 - 6.2.2 PROVIDED that the Developer shall not be entitled to claim any interest on the Highway Contribution.
- 6.3 To use its best endeavours to procure from North Yorkshire County Council an account detailing how the Highway Contribution has been spent on the Highway Improvements and to forward this to the Developer within 6 months from the date on which the Highway Contribution is committed which will be taken as the date when the Council's Financial Services Manager certifies in writing that the Highway Contribution has been forwarded to North Yorkshire County Council.

Part 7

7 Pumping Station Contribution

- 7.1 The Developer covenants:

- 7.1.1 to pay to the Council within 28 days of Commencement of Development the sum of one hundred and fifty thousand pounds (£150,000) ("the Over Pumping Contribution") towards a permanent over-pumping provision for Priorpot Beck, Norton to be implemented by the Council or the Environment Agency
- 7.1.2 to pay to the Council within 28 days of Commencement of Development the sum of twelve thousand pounds (£12,000) towards the purchase by the Council of a temporary moveable pump with a capacity of 150 litres per second.
- 7.2 The Council covenants that if the Over Pumping Contribution has not been used either by the Council or the Environment Agency to implement a permanent over-pumping solution after the expiration of five years from occupation of the first dwelling on the Property the Council will repay to the Developer the Over Pumping Contribution minus a commuted sum of £30,000 (thirty thousand pounds) in lieu of the annual costs of maintaining the temporary pumping in perpetuity PROVIDED that the Developer shall not be entitled to claim any interest on the returned portion of the Over Pumping Contribution.

THE FOURTH SCHEDULE

[Occupancy Criteria]

Occupation by persons:

1. who have for a period of at least 2 years been ordinarily resident within the towns of Norton or Malton
2. who have been permanently employed in the town of Norton or Malton for 2 years or more, or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident in one or more of the parishes surrounding Norton and Malton for a period of at least 2 years;
4. then any area in the District of Ryedale
5. if no such person qualifies under paragraph 4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 5.1 family association in the area of Ryedale District,

- 5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any affordable housing unit becomes vacant, or
- 5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

THE FIFTH SCHEDULE

Part 1

[Affordable Housing Commuted Sum]

The commuted sum payable in lieu of any Discount Sale Dwellings shall be calculated as follows:-

The Open Market Value of the relevant Discount Sale Dwelling

minus

The purchase price of such relevant Discount Sale Dwelling as stated in this Part 2 of the Sixth Schedule to this Agreement which would have been paid by the Housing Association had the Discount Sale Dwelling been provided in accordance with the provisions of Part 2 of the Third Schedule.

Part 2

Affordable Housing Provision.

- 1 The Council covenants that
 - 1.1 the Affordable Housing Commuted Sum will be used on a broad range of schemes and initiatives, linked to housing needs which may include but not be limited to the following
 - 1.1.1 support for housing associations for both the development and acquisition of affordable housing including facilitating any necessary works of improvement or repair.
 - 1.1.2- support for specific initiatives to regenerate the existing housing stock eg. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals.

- 1.1.3 support for specific schemes which are developed to meet an identified need eg. the lack of suitable temporary accommodation for homeless families or a scheme to meet the accommodation needs of young single people.
- 2 that in the event that all or part of the Affordable Housing Commuted Sum has not been committed by the Council as detailed above within 5 years from the date on which it is received by the Housing Services Manager the Council will re-pay to the Developer the amount (if any) of the Affordable Housing Commuted Sum which has not been committed provided that the Developer will not be entitled to claim any interest on such returned sum
- 3 it will provide to the Developer a certificate prepared by the Housing Services Manager detailing how the Affordable Housing Commuted Sum has been spent on the initiatives detailed in this Schedule

THE SIXTH SCHEDULE

Part 1

Transfer Prices - Affordable Rented Dwellings

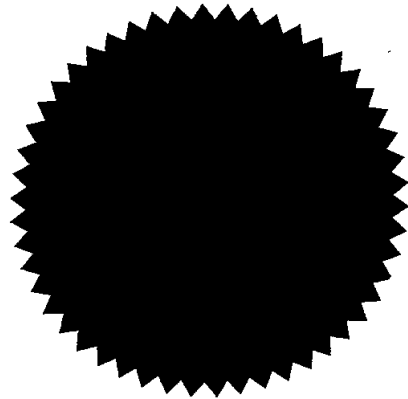
	£ per Unit	No Units	£ Total
1 Bed Flat	33,700	15	505,500
2 Bed Flat	37,000	8	296,000
2 Bed House	43,100	23	991,300.
3 Bed House	45,400.	23	1,044,200
Bed Bungalow	41,000.	9	369,000

Part 2

Transfer Prices - Discount for Sale Dwellings

	£ per Unit
1 Bed Flat	55,000
2 Bed Flat	60,000
2 Bed House	65,000
3 Bed House	75,000

THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and)
is authenticated by:)



Chairman

Council Solicitor

Minute P136/2004
Reg No. 5056
Initials ew

EXECUTED AS A DEED by)
REDROW HOMES (YORKSHIRE) LIMITED)
acting by a director and its secretary)

Director

Secretary

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990

OUTLINE APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

RYEDALE DISTRICT COUNCIL, THE LOCAL PLANNING AUTHORITY, HAS CONSIDERED THIS APPLICATION AND HAS DECIDED THAT IT SHOULD BE APPROVED SUBJECT TO THE CONDITIONS STATED BELOW:

Application No: 01/00184/OUT

Proposal: Erection of 218 dwellings, including sitting (Site area 5.619 ha)

at: Land To South West Of Bellis Yard Scarborough Road Norton Malton North Yorkshire

for: Redrow Homes (Yorkshire) Ltd

Decision Date:

CONDITIONS AND ASSOCIATED REASONS

The proposed development is in accord with the following development plan policies and there are no other material considerations that outweigh those listed development plan policies:

- North Yorkshire County Structure Plan - Policy H1 - Housing Supply
- North Yorkshire County Structure Plan - Policy H7 - 5 year supply
- North Yorkshire County Structure Plan - Policy T9 - Car Parking
- North Yorkshire County Structure Plan - Policy E5 - Archaeology
- Ryedale Local Plan - Policy H1A - Managing the release of land
- Ryedale Local Plan - Policy H2 - Housing allocation, Scarborough Rd, Norton
- Ryedale Local Plan - Policy H4 - Public open space in residential developments
- Ryedale Local Plan - Policy H15 - Boundary walls and fences
- Ryedale Local Plan - Policy H18 - Affordable housing on allocated sites
- Ryedale Local Plan - Policy T3 - Access to the local highway network
- Ryedale Local Plan - Policy T7 - Parking
- Ryedale Local Plan - Policy U1 - Off-site sewerage infrastructure
- Ryedale Local Plan - Policy U2 - Availability of water supplies
- Ryedale Local Plan - Policy U3 - Surface water run-off
- Ryedale Local Plan - Policy U4 - Sewage disposal
- Ryedale Local Plan - Policy ENV24 - Noise-generating development
- Ryedale Local Plan - Policy ENV25 - Development and flood risk
- North Yorkshire County Structure Plan - Policy H8 - Density

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Ryedale Local Plan - Policy H1 - Housing land provision

01 Application for approval of reserved matters shall be made to the Local Planning Authority not later than .

The development hereby permitted shall be begun on or before whichever is the later of the following dates:-

(i) ****

(ii) The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last reserved matters approved.

Reason:- To ensure compliance with Sections 91 to 95 and Section 56 of the Town & Country Planning Act 1990.

02 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-

(i) design and external appearance of every building including a schedule of external materials to be used

(ii) the means of access to the site

(iii) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.

03 Before the development hereby permitted is commenced, or such longer period as may be agreed in writing with the Local Planning Authority, details and samples of the materials to be used on the exterior of the building the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.

(NB: Pursuant to this condition the applicant is asked to complete and return the attached proforma before the development commences so that appropriate materials can be agreed and the requirements of the condition discharged).

Reason:- To ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan.

04 Before the development hereby permitted is commenced the developer shall construct on the site for the written approval of the Local Planning Authority a one metre square free standing panel of the external walling material to be used in the construction of the

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building. The panel so constructed shall be retained only until the development is completed.

Reason:- To ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan.

- 05 Before any part of the development hereby approved commences, plans showing details of a landscaping and planting scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed. The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing ones to be retained. All planting seeding and/or turfing comprised in the above scheme shall be carried out during the first planting season following the commencement of the development or such longer period as may be agreed in writing by the Local Planning Authority. Any trees or shrubs which, within a period of five years from being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation.

Reason:- To enhance the appearance of the development hereby approved and to comply with the requirements of Policy EN7 of the Ryedale Local Plan.

- 06 Prior to the commencement of the development hereby permitted, the following drawings and details shall be submitted to, and shall have been approved in writing by the Local Planning Authority in consultation with the Local Highway Authority:-

- (i) detailed plans to a scale of not less than 1:500 showing the proposed highway layout including dimensions of carriageway, footway, verge widths and visibility splays, the proposed buildings and site layout, the proposed floor levels, driveways and the drainage and sewerage system;
- (ii) longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line and channel lines of each proposed road showing the existing ground level and proposed road level, and full details of surface water drainage proposals;
- (iii) a typical highway cross-section to scale of not less than 1:50 showing a specification for the types of construction proposed for carriageways and footways/footpaths and when requested cross sections along the proposed roads showing the existing and proposed ground levels;
- (iv) details of the method and means of surface water disposal;
- (v) details of all proposed street lighting;

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(vi) drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing roads.

No road works shall commence on site prior to the written approval of these details by the Local Planning Authority.

The development shall thereafter not be carried out otherwise than in full compliance with the approved drawings and details.

NB: In imposing the above condition it is recommended that before a detailed planning submission is made a draft layout be produced and be the subject of a discussion between the applicant, the Local Planning Authority and the Local Highway Authority in order to avoid abortive work. The agreed drawings must finally be approved by the Local Planning Authority for the purpose of this condition.

Reason:- To secure an appropriate highway construction to an adopted standard in the interests of highway safety and the amenity and convenience of highway users and to comply with the requirements of Policy H7A (ii) of the Ryedale Local Plan.

- 07 No dwelling to which this planning permission relates shall be occupied unless or until the carriageway and any footway/footpath from which it gains access is constructed to basecourse (macadam level and/or block paved) and kerbed and connected to the existing highway network with street lighting installed and in operation.

The carriageway and footway/footpath wearing courses and street lighting shall be completed within three months of the date of commencement of construction of the penultimate dwelling to the development or within two years of the laying of the basecourse whichever is sooner, unless otherwise agreed in writing with the Local Planning Authority.

Reason:- To ensure safe and appropriate access and egress to the property(s) in the interests of highway safety and the convenience of prospective resident(s) and to comply with the requirements of Policy H7A (iii) of the Ryedale Local Plan.

- 08 Before there is any access or egress by construction vehicles between the highway and the application site, the approved access with the public highway shall be constructed to base macadam course level for a distance of metres into the site, including the repair of any damage to the existing roads, footways and verges during construction. The road and footway shall be brought up to wearing course level within two months of the commencement of the development unless approved otherwise in writing.

Reason:- To avoid damage to the highway during initial site access and to secure the prompt implementation of appropriate remedial works, in the interests of both vehicle and pedestrian safety and the visual amenity of the area and to comply with the requirements of Policy H7A (iii) of the Ryedale Local Plan.

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- 09 Prior to the commencement of any part of the development hereby permitted the verge and/or footpath shall be constructed in accordance with the approved details and/or Standard Detail number E6 and the Specific Details of the Local Highway Authority unless any variation is approved by the Local Highway Authority.

NOTE:- You are advised that a separate licence will be required from the Local Highway Authority in order to allow any works in the adoptable highway to be carried out. The local office of the Local Highway Authority will also be pleased to provide the detailed constructional specification referred to in this condition.

Reason:- To ensure a satisfactory means of access to the site from the public highway, in the interests of vehicle and pedestrian safety and convenience and to comply with the requirements of Policy H7A (iii) of the Ryedale Local Plan.

- 10 Prior to the commencement of the development hereby permitted visibility splays providing:-

- (a) forward visibility on the spine road of 45m
- (b) clear visibility of 2.5m x 90m measured down the centre line of the access road and the nearside channel line of Scarborough Road
- (c) at major intersections on the spine road clear visibility of 2.4m x 45m measured down the centre line of the access road and the nearside channel line of the spine road
- (d) at the junction between Blisland and Spideley clear visibility of 2.4m x 60m to the north west and 2.4m x 45m to the south measured down the centre line of the access road and the nearside channel of the spine road
- (e) at all other highway junctions clear visibility of 2.4m x 33m measured down the centre line of the minor road and the nearside channel of the access road

shall be provided.

Once created these visibility areas shall be maintained clear of any obstruction and be retained for the intended purpose.

Reason:- In the interests of road safety to provide for drivers of vehicles using the access road to the site and the public highway with a standard of inter-visibility commensurate with the vehicular traffic flows and road conditions and to comply with the requirements of Policy H7A (iii) of the Ryedale Local Plan.

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- 11 No dwelling shall be occupied until parking spaces of a size not less than 4.8 metres, including one garage or a car parking space capable of accommodating one motor vehicle, have been provided within the curtilage of that dwelling, in accordance with the provisions set out in the North Yorkshire County Council Parking Design Guide. All parking spaces shall then be positioned a minimum of 6 metres back from the highway. Once created the parking and garaging areas shall be maintained in a state of repair and retained for their intended purpose at all times.

Reason:- To provide for adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwellings and visitors to them, in the interest of safety and the general amenity of the development and to accord with the requirements of Policy T7 of the Ryedale Local Plan and Policy T9 of the North Yorkshire County Structure Plan (Alteration No.3) 1995.

- 12 Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995, or any subsequent Order, the garage(s) shall not be converted into a habitable room(s) without the express written approval of the Local Planning Authority.

Reason:- To ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity of the development and to accord with the requirements of Policy T7 of the Ryedale Local Plan and Policy T9 of the North Yorkshire County Structure Plan (Alteration No.3) 1995.

- 13 The existing Public Right of Way shall be protected and kept clear of any obstruction until such time as any alternative route has been provided and confirmed under an Order made under the Town and Country Planning Act 1990.

NOTE: For information a plan of the definitive public Right of Way is enclosed. The applicant should discuss with the Highway Authority any proposals for altering the route.

Reason:- To protect the route of the Right of Way in the interests of and to protect the general amenity for the present and future users.

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

Reason:- In order to allow sufficient access for maintenance and repair work at all times and to ensure that Policies U2 and U4 of the Ryedale Local Plan are not prejudiced by the development.

- 15 No development shall take place until details of the proposed means of disposal of foul and surface water drainage, including details of any off-site works, have been submitted to and approved in writing by the local planning authority.

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Reason:- To ensure that the development can be properly drained and to comply with the requirements of Policies U1 and U4 of the Ryedale Local Plan.

- 16 Unless otherwise agreed in writing by the local planning authority, there shall be no piped discharge of surface water from the development prior to completion of approved surface water drainage works and no buildings shall be occupied or brought into use prior to completion of the approved works for disposal and treatment of sewage.

Reason:- To ensure that the development is properly drained and no foul or surface water discharges take place until proper provision has been made for their disposal and to comply with the requirements of Policy U1 of the Ryedale Local Plan.

- 17 The development shall proceed in accordance with the approved Flood Risk Assessment incorporating the accepted mitigation measures into the construction of the development.

Reason:- To minimise the impacts of flooding both to the development and the interests of others/existing development as a result of the proposals and to comply with the requirements of Policy ENV25 of the Ryedale Local Plan.

- 18 No development approved by this permission shall be commenced until such a scheme for the provision of surface water drainage works has been submitted to and approved in writing by the Local Planning Authority. The drainage works shall be completed in accordance with the details and timetable agreed.

Reason:- To prevent the increased risk of flooding by ensuring the provision of a satisfactory means of surface water disposal and to comply with Policy U3 of the Ryedale Local Plan.

- 19 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water run-off limitation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved programme and details.

Reason:- To ensure the site is properly drained and to comply with Policy U3 of the Ryedale Local Plan.

- 20 No development shall be commenced until a scheme for the disposal of drainage has been submitted to and approved in writing by the Local Planning Authority. Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented. The scheme shall be retained throughout the life of the development unless otherwise agreed in writing with the Local Planning Authority.

Reason:- To prevent pollution of the water environment and to comply with Policy ENV21 and ENV22 of the Ryedale Local Plan. The Agency has concerns that the existing sewerage infrastructure to which the foul drainage from this proposal would be connected, is inadequate; and if permission was granted could result in pollution of the water environment, namely the River Derwent.

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- 21 Notwithstanding the provisions of the Town and Country Planning (Development Procedure) Order 1995, (or any order revoking or re-enacting that Order) no tank for the storage of oils, fuels or chemicals shall be erected within the curtilage of a dwellinghouse unless it is sited on an impervious base and surrounded by impervious bund walls. The volume of the bunded compound should be at least equivalent to the capacity of the tank plus 10%. All filling points, vents, gauges and seals etc. must be sealed with no discharge to any watercourse, land or underground strata. Associated pipework should be located above ground and protected from accidental damage.

Reason:- To prevent pollution of the water environment and to comply with Policies ENV21 and ENV22 of the Ryedale Local Plan.

- 22 The details submitted in pursuance of Condition No.2 shall be preceded by the submission to the Local Planning Authority for approval in writing, and subsequent implementation, of a scheme of archaeological investigation to provide for:-

- (i) The proper identification and evaluation of the extent, character and significance of archaeological remains within the application area;
- (ii) An assessment of the impact of the proposed development on the archaeological remains;

This shall be followed by the submission of:-

- (iii) Proposals for the preservation in situ, or for the investigation, recording and recovery of archaeological remains and the analysis and publishing of the findings, it being understood that there shall be a presumption in favour of their preservation in situ wherever feasible.

These proposals shall be approved by the Local Planning Authority in writing, and implemented before any development authorised by this permission shall commence.

Reason:- To take account of archaeological interest and investigation/protection and observation of the site as required by the provisions of Policy C13 of the Ryedale Local Plan and to satisfy Policy 25 of the North Yorkshire County Structure Plan (Alteration No.2) 1995.

- 23 Development shall not commence until an appropriate site landfill assessment has been carried out to the satisfaction of the Local Planning Authority to determine whether contaminants are present, whether they represent a hazard and whether any remedial action is necessary. Should remedial measures prove necessary, a scheme of remedial works shall be agreed in writing and carried out to the satisfaction of the Local Planning Authority.

Reason:- To ensure the development is not prejudiced by landfill pollution and to comply with the requirements of Policy ENV26 of the Ryedale Local Plan.

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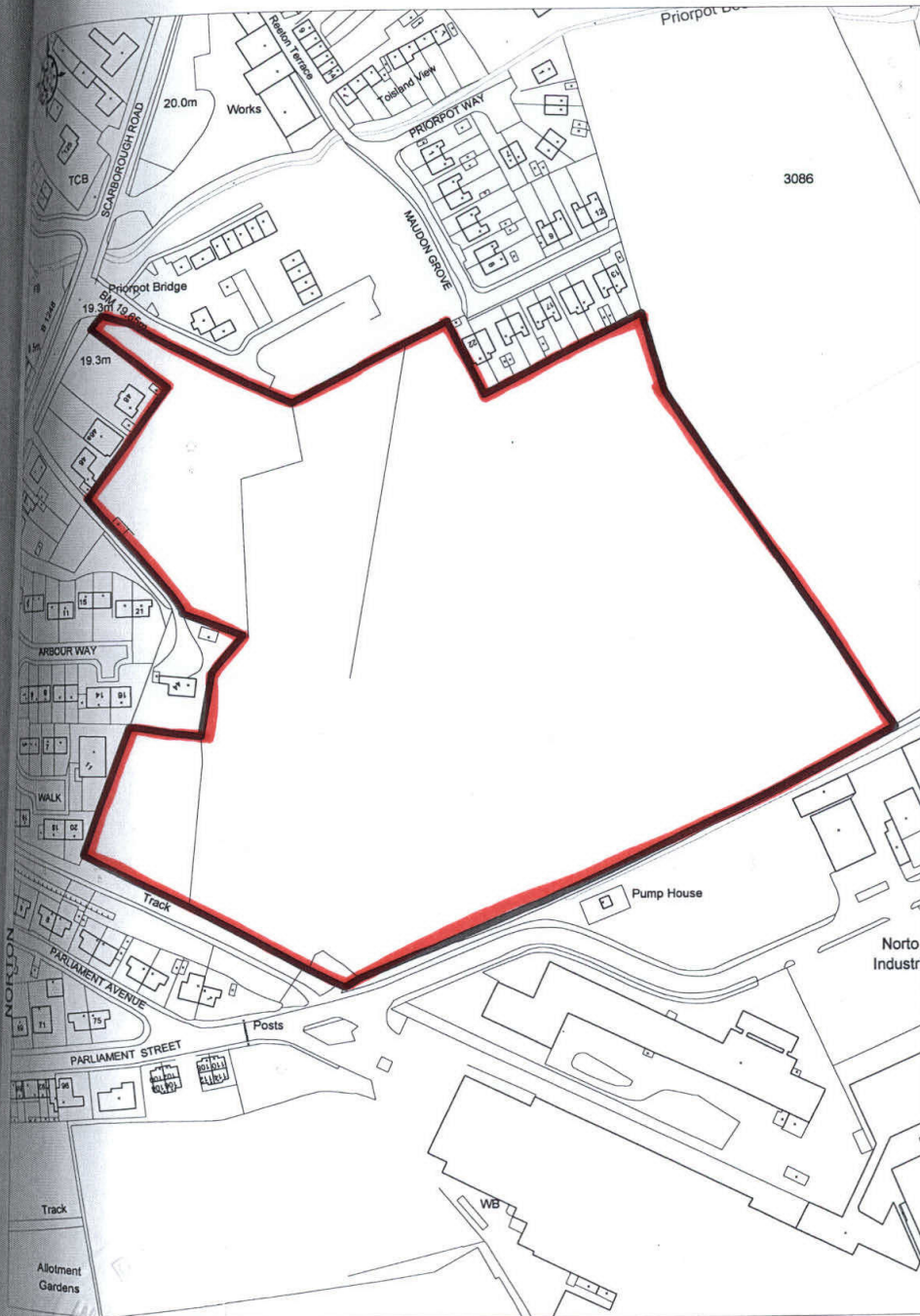
The applicant is advised that this decision notice should be read in conjunction with the Agreement made under Section 106 of the Town and Country Planning Act 1990.

NO CONSENT OR APPROVAL SHALL BE GIVEN NOR MOVES MADE NOR REQUIREMENT TO SERVE NOTICES OR SEEK APPROVAL FROM THE DISTRICT COUNCIL WHERE SUCH ACTION IS REQUIRED BY THE BUILDING ACT 1984 OR BY ANY OTHER STATUTORY PROVISION. NO PART OF THE PROPOSED DEVELOPMENT SHOULD BE STARTED WITHOUT COMPLYING WITH SUCH REQUIREMENTS.

DRAFT

DEVELOPMENT CONTROL MANAGER

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X B. Ward X
Council Solicitor
X K. W. W. X