



Memorandum

From: Carole Watson, Legal Services

To: Gary Housden – Development Control Manager
Jane Hall/Shirley Wilson – Enforcement
Jo Dodgson/Kerry Clements - Land Charges
Kim Robertshaw – Housing Services
Julian Rudd – Forward Planning and Conservation Manager

RE: Section 106 Agreement – St Martins School Highfiled Lane Nawton
Ryedale District Council (1) (2)Kirkdale Developments Limited (3) National Westminster
Bank

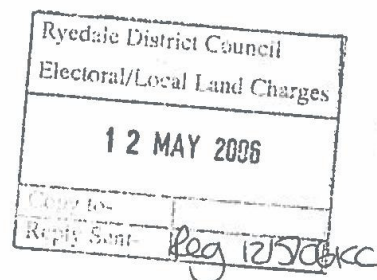
Date: 11 May 2006

The above Section 106 Agreement was completed on the 10 May 2006 and I attach a copy for your records.

Please could the Planning Department monitor the development and ensure that the covenants are complied with. The trigger points are contained in the Third Schedule.

Regards,

Carole



THIS DEED is made the 10th day of May 2006

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 **KIRKDALE DEVELOPMENTS LIMITED** whose registered office is at Sawmill Lane, Helmsley, York YO62 5DG, (Company Registration Number 04855828) ("the Owner")
- 3 **THE NATIONAL WESTMINSTER BANK PLC** Ground Floor, Bennell House, Green Street, Sunbury, Middlesex TW16 6QT ("the Mortgagee")

DEFINITIONS

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

- | | |
|--|---|
| "the Commencement of Development" | Means the date on which development pursuant to the Planning Permission is commenced within the meaning of section 56 of the Act PROVIDED THAT for the avoidance of doubt the following shall not be taken to be a material operation and shall not amount to Commencement of Development:
(a) works of site clearance
(b) ground investigation and site survey work
(c) construction of boundary fencing or hoarding
(d) archaeological investigation
(e) works of decontamination or remediation |
| "the Discount for Sale Dwellings" | Means the two no 1 bedroom bungalows to be constructed on the Discount for Sale Dwellings Land pursuant to Part 1 of the Third Schedule of this Agreement and "Discount for Sale Dwelling" shall be construed accordingly |
| "Discount for Sale Dwelling Assurance" | Means an assurances relating to the disposal of any Discount for Sale Dwelling (whether by way of transfer or the grant of lease or otherwise) by the Owner to the Council and "Discount for Sale Dwelling Assurances" shall be construed accordingly |

Discount for Sale Dwelling Land	Means that part of the Property shaded in green on Plan 2
“Eligible Purchaser”	Means those persons identified in accordance with and who satisfy the criteria set out in the Fourth Schedule to this agreement PROVIDED also that such persons cannot ordinarily afford to purchase the Discount for Sale Dwelling or an equivalent property in the District of Ryedale at Open Market Value
“Eligible Purchaser’s Estate Interest”	Means the estate interest of an Eligible Purchaser in any Discount for Sale Dwelling arising out of the grant by the Owner 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 the dwellings to be erected on the Open Market Dwelling Land and which for the avoidance of doubt excludes the Discount for Sale Dwellings
“Open Market Value”	Means the value determined in accordance with the provisions of Part 2 of the Third Schedule.
Open Market Dwellings Land	Means all the Property but excluding the Discount for Sale Dwellings Land
“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

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 Owner is the owner in fee simple in possession of the Property (subject as hereinafter mentioned but otherwise) free from encumbrances
- (3) The Mortgagee is mortgagee of the Property under a Legal Charge/Mortgage dated the 23rd day of January 2004 and made between the Owner of the one part and the Mortgagee of the other part
- (4) The Owner has applied to the Council for permission to develop the Property in the manner and for the uses set out in Second Schedule hereto ("the Proposed Development")
- (5) The Council is satisfied that the performance by the Owner 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
- (6) The Owner 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
- (7) The Mortgagee has agreed to join herein in manner hereinafter appearing

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** Owner and the Mortgagee covenant(s) with the Council that the Discount for Sale Dwellings Land shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in Part 2 of the Third Schedule hereto

3. **THE** Owner and the Mortgagee covenant with the Council that the Open Market Dwellings Land shall be subject to the restriction set out in Part 1 of the Third Schedule.

4 **THE** Owner (and the Mortgagee) covenant(s) with the Council that in relation to the Discount for Sale Dwellings Land the works and other matters specified in the Third Schedule shall be carried out in accordance with that Schedule

5. The parties hereto agree that the provisions of clauses 2 and 3 of this Agreement and the provisions of the Third Schedule hereto shall only come into effect upon the Commencement of Development.

6 IT is agreed and declared as follows:-

6.1 The expressions "the Council" and "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns

6.2 The Owner 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 (or such parts thereof as specified herein) and all erections to be made thereon in strict accordance with this Agreement and not otherwise

6.3 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

6.4 The Owner shall on execution of this Agreement pay to the Council the sum of £150 + VAT to cover the Council's legal costs

6.5 The Owner 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 Owner

6.6 The Mortgagee consents to the Owner entering into this Agreement to the intent that the Property (or such part or parts thereof as specified in the Agreement and the Schedules hereto) shall hereafter always be subject to the terms of the Agreement PROVIDED THAT the Mortgagee shall only be liable for any breach occurring by reason of any act default or omission in respect of any provisions of this Agreement during such period (if any) as the Mortgagee is a mortgagee in possession of the Property PROVIDED ALWAYS that the successors in title to the Mortgagee shall become fully liable for any breach of this Agreement

6.7 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 Owner" covenants expressed to be made by or with the Owner shall be deemed joint and several

6.8 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

6.9 For the purpose of avoidance of doubt and subject to clause 6.10 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

6.10 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

6.11 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice for liability for any subsisting breach of covenant prior to parting with such interest.

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 St Martins School, Highfield Lane, Nawton, York, YO62 7UA shown edged red on the plan attached to this agreement and which includes both the Open Market Dwellings Land and the Discount for Sale Dwellings Land.

THE SECOND SCHEDULE

Particulars of the Proposed Development

Change of use of former School, Stable Block and Laboratory/Music Room to form 9 no. 2 Bedroom Apartments, 1 no. 1 Bedroom Apartment, 4 no. 3 - Bedroom Houses, 8 no. 2 Bedroom Houses, 2 no. 1 - Bedroom Gallery Apartments and 2 no. 1 - Bedroom Bungalows (Affordable)

THE THIRD SCHEDULE

The Obligations in respect of the Discount for Sale Dwellings

Part 1

Restriction of occupation of the Open Market Dwellings Land

1. The Owner covenants with the Council not to permit the occupation of more than 90% of the Open Market Dwellings constructed on the Open Market Dwellings Land

pursuant to the Planning Permission until the Owner has constructed and completed at his own cost the Discount for Sale Dwellings on the Discount for Sale Dwellings Land.

Part 2

Disposal of the Discount for Sale Dwelling

1. The Owner covenants with the Council as follows:
 - 1.1 For a period commencing at least six months before the estimated date for completion of the Discount for Sale Dwellings and ending on the date three months after the completion of the Discount for Sale Dwellings ("the Marketing Period") the Owner shall use reasonable endeavours to market the Discount for Sale Dwellings for sale such marketing to include advertising promoting and administering sales of each of the Discount for Sale Dwellings.
 - 1.2 As a result of the marketing referred to at paragraph 1.1 above the Owner will collate the details of persons who may subsequently be approved by the Housing Services Manager as Eligible Purchasers and will forward such details to the Housing Services Manager within 5 working days of receiving such details.
 - 1.3 If the person or persons identified in accordance with paragraph 1.2 above are approved by the Housing Services Manager with a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Owner shall offer to sell the Discount for Sale Dwelling or (as appropriate) the Discount for Sale Dwellings to the Eligible Purchaser.
 - 1.4 The offer referred to at paragraph 1.3 above shall include but shall not be limited to the following terms:
 - 1.4.1 Each of the Discount for Sale Dwellings shall be offered for sale to the Eligible Purchaser at a price not exceeding £55,000 (Fifty-Five Thousand Pounds).
 - 1.4.2 Contracts to be exchanged within three calendar months of acceptance of the offer by the Eligible Purchaser or, if later, the date on which a full package of contract documentation and title information is delivered by the Owner's solicitor to the Eligible Purchaser ("the Title Delivery Date")

- 1.5 The Owner shall leave the or (as appropriate) each offer referred to at paragraph 1.3 above open for acceptance by the Eligible Purchaser for a period of two calendar months from the date of such offer.
- 1.6 In the event that an offer referred to in paragraph 1.3 above is rejected by the Eligible Purchaser or is not accepted in writing by the Eligible Purchaser within the two month period provided in paragraph 1.5 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 1.8 below shall apply
- 1.7 If the Eligible Purchaser accepts the offer within the two month period provided by paragraph 1.5 above then the Owner will use reasonable endeavours to exchange contracts for the sale of the relevant Discount for Sale Dwelling or (as appropriate) those Discount for Sale Dwellings being the subject of the offer with the Eligible Purchaser within a period of three months from the date of acceptance of the offer by the Eligible Purchaser or the Title Delivery Date whichever is the later
- 1.8 If after the three month period referred to at paragraph 1.7 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 1.6 above then the following shall apply:
 - 1.8.1 If the Marketing Period has not expired then the provisions of paragraphs 1.2 to 1.7 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Purchaser; or
 - 1.8.2 If the Marketing Period has expired then the obligations set out in paragraphs 1.1 to 1.7 inclusive above shall cease to have effect and the provisions of paragraph 1.9 below shall apply in respect of affordable housing provision.
- 1.9 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 1.4 to 1.7 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 1.7 for the sale of any of the Discount for Sale Dwellings then the following shall apply:
 - 1.9.1 the Owner will notify the Housing Services Manager in writing that the offers have been rejected or contracts have not been exchanged ("the Notification") PROVIDED that the Housing Services Manager is satisfied that the Owner has exhausted all possible means to dispose of the Discount for Sale Dwelling in accordance with the provisions set out above; then

1.9.2 the Owner shall be at liberty to dispose of the relevant unit on the open market upon such terms as he thinks fit; and

1.9.3 the Owner shall pay to the Council within 28 days of the date of sale on the open market of any of the Discount for Sale Dwellings that have not been disposed of to an Eligible Purchaser a sum in lieu of such Discount for 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

1.9.4 On payment of the sum referred to in paragraph 1.9.3 above the Owner shall be released from the affordable housing obligations in this paragraph 1 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 1.9.4 above PROVIDED ALWAYS that the provisions of paragraph 1.10 shall continue to apply to any of the Discount for Sale Dwellings that have been disposed of to the Eligible Purchaser .

1.10 The following provisions shall only apply and regulate the future disposals of any of the Discount for Sale Dwellings following disposal to the Eligible Purchaser by the Owner. The Owner shall ensure that the document transferring the Discount for Sale Dwellings to the Eligible Purchaser incorporates provisions to ensure so far as the law allows that:

1.10.1 Except where an Eligible Purchaser has staircased to 100% (and acquired the Owners interest) or the Eligible Occupier holds the freehold estate of the Discount for Sale Dwelling pursuant to a Freehold Covenant Scheme approved under the terms of this agreement the Owners estate interest in any of the Discount for 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;

1.10.2 The Eligible Purchasers' Estate Interest of any of the Discount for Sale Dwellings disposed of in accordance with paragraphs 1.2 to 1.7 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing Services Manager being the lower of either £55,000 or 55% of the Open Market Value of the Discount for Sale Dwelling;

- 1.10.3 When the Discount for Sale Dwellings becomes available for resale the person seeking to re-sell ("the Vendor") will write to the Owner informing it.
- 1.10.4 On receiving notification referred to at paragraph 1.10.3 above the Owner shall write to the Housing Services Manager and agree with him the criteria which potential occupiers of the Discount for Sale Dwellings must satisfy ("the Agreed Criteria"). The Owner 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
- 1.10.5 The Discount for Sale Dwellings 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.
- 1.10.6 If required by the Council the Vendor shall satisfy the Council that the unit has been actively marketed 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.
- 1.10.7 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 1.10.5 and 1.10.6 above and on either:
 - 1.10.7.1 the expiration of a period of 12 Months 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
 - 1.10.7.2 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 Months of the relevant unit having been placed on the open market for sale pursuant to the provisions of paragraphs 1.10.3 to 1.10.6 (inclusive) above then the Vendor may dispose of his interest in the relevant unit in accordance with paragraph 1.10.5 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 Housing Services Manager that such person satisfies the Agreed Criteria (save as to geographical area of residence)

- 1.10.8 If despite the Vendor using reasonable endeavours he/she cannot dispose of the relevant unit within 18 Months of it being offered for sale and complying with the provisions of paragraphs 1.10.1 to 1.10.7 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
- 1.10.9 In the event of a disposal of 100% of the Open Market Value of the relevant unit pursuant to paragraph 1.10.8 above except where there is a staircasing to 100% under which the Vendor has paid the relevant sum to the Owner 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
- 1.10.10 In the event of a disposal of the relevant unit on the open market in accordance with paragraphs 1.10.8 and 1.10.9 above such Discount for Sale Dwelling shall forthwith cease to be subject to the terms of this planning obligation
- 1.10.11 In the event that paragraph 1.10.10 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
- 1.10.12 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 for 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.
- 1.11 For the avoidance of doubt the obligation on the Owner contained in paragraph 1.10 shall be deemed to be satisfied upon the Owner furnishing the Council with certified copies of the Discount for Sale Dwelling Assurances

1.12 In the event of sale of a Discount for Sale Dwelling by a mortgagee in possession the provisions of clause 1.6 shall apply save that where there is reference to a period of 12 Months it shall be treated as though it was a reference to a period of 6 Months and where there is a reference to a period 18 Months it shall be treated as though it were a reference to a period 12 Months

1.13 In the event that an Eligible Purchaser exercises any right granted by law or by the lease under which the Eligible Purchasers' Estate Interest arises to acquire an increased equity share in a Discount for Sale Dwelling then the Owner will forward the net proceeds arising therefrom as agreed in writing with the Council for the provision or improvement of social housing in the district of Ryedale

Part 3

1 Determination of Open Market Value

1.1 For the purposes of paragraph 1.9.2 of this Schedule above

1.1.1 the Open Market Value shall be agreed by the Owner and the Council and in default of agreement determined by an independent chartered surveyor appointed by agreement between the Owner 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

1.1.2 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

1.1.3 the surveyor shall act as an expert and his decision shall be final and binding

1.2 For the purposes of paragraph 1.10.9 of this Schedule above:

1.2.1 the Open Market Value shall be agreed by the owner of the relevant unit of the Discount for Sale Dwellings and the Housing Services Manager 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 Services Manager

1.2.2 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

- 1.2.3 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
- 1.3 In determining Open Market Value for the purposes of paragraphs 1.1 and 1.2 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 for Sale Dwellings.

THE FOURTH SCHEDULE

Eligibility Criteria

Purchase by persons:

1. who have for a period of at least 2 years been ordinarily resident within the villages of Nawton or Beadlam or the towns of Helmsley or Kirkbymoorside
2. who have been permanently employed in the villages of Nawton or Beadlam or the towns of Helmsley or Kirkbymoorside 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 Nawton/Beadlam, Helmsley or Kirkbymoorside 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

DRAFT DECISION NOTICE

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990 FULL APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

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

Application No: 04/01121/MFUL

Proposal: Change of use of former school, stable block and laboratory/music room to form 9 no. 2-bed apartments, 1 no. 1-bed apartment, 4 no. 3-bed houses, 8 no. 2-bed houses, 2 no. 1-bed gallery apartments and 2 no. 1-bed bungalows (affordable)

at: St Martins School Highfield Lane Nawton York North Yorkshire YO62 7UA

for: Kirkdale Developments Limited

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:

01 The development hereby permitted shall be begun on or before .

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

02 The development shall not be commenced until full details of the proposed vehicular access, parking and turning arrangements have been submitted to and been approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. Those arrangements shall be constructed in accordance with the specification so approved before the development is first brought into use unless otherwise approved in writing by the Local Planning Authority. Once created these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- To provide for appropriate on-site vehicle parking facilities with associated access and manoeuvring area, in the interests of highway 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.

- 03 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.

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.

- 04 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.

- 05 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 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.

- 06 No development shall commence on site until full details of all new windows, dormer windows and external doors have been submitted to and approved in writing by the Local Planning Authority. The development shall therefore be carried out in accordance with the agreed details.

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

- 07 Notwithstanding the provisions of Schedule 2, Part 1 of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking, re-enacting or amending that Order) development of the following classes shall not be undertaken other than as may be approved in writing by the Local Planning Authority following a specific application in that respect:

Class A: Enlargement, improvement or alteration of a dwellinghouse

Class B: Roof alteration to enlarge a dwellinghouse

Class C: Any other alteration to the roof of a dwellinghouse

Class D: Erection or construction of a domestic external porch

Class E: Provision within the curtilage of a dwellinghouse of any building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of a dwellinghouse or the maintenance, improvement or other alteration of such a building or enclosure

Class G: The erection or provision within the curtilage of a dwellinghouse of a container for the storage of oil for domestic heating

Class H: Installation, alteration or replacement of a satellite antenna on a dwellinghouse or within its curtilage.

Reason:- To ensure that the appearance of the area is not prejudiced by the introduction of unacceptable materials and/or structure(s) and to satisfy Policy H7A criteria (i) and (ii) of the Ryedale Local Plan.

- 08 Before any part of the development hereby approved commences, plans showing details of landscaping and planting schemes shall be submitted to and approved in writing by the Local Planning Authority. The schemes shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed where appropriate to the development. The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing items to be retained.. All planting, seeding and/or turfing comprised in the above scheme shall be carried out in 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 ENV7 of the Ryedale Local Plan.

- 09 Before the commencement of the development hereby permitted, or such longer period as may be agreed in writing with the Local Planning Authority, full details of the materials and design of all means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.

Reason:- To ensure that the development does not prejudice the enjoyment by the neighbouring occupiers of their properties or the appearance of the locality, as required by Policy H15 of the Ryedale Local Plan.

- 10 The gymnasium building shown to be demolished on the submitted plans shall be demolished with materials removed from the site before the first occupation of any of the dwellings hereby approved.

Reason:- In the interests of the visual amenities of the locality and to ensure compliance with Policy H7 of the Ryedale Local Plan.

- 11 No storage of materials, machinery or vehicles within TPO'd woodland.

Reason:- To ensure that the area of woodland of protected trees is kept clear of any materials, machinery or vehicles during construction works and to satisfy Policy ENV1 of the Ryedale Local Plan.

- 12 The development hereby approved shall be carried out with the submitted plans as amended by the following detailed drawing deposited on 21 March 2006:-

Drawing No:

649.103 - Existing layout

649.111A }

649.112A }

649.113 }

649.114 }

649.115 } Existing floor plans, elevations and sections

649.116 }

649.117A }

649.118 }

649.119 }

649.120D - Proposed Approved layout

649.121G }

649.122F }

649.123F } Proposed Approved floor plans and elevations

649.124F }

649.125D }

649.126C }

Reason:- For the avoidance of doubt and to ensure that that development satisfies Policy H7 of the Ryedale Local Plan.

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

The Open Market Value of the relevant Discount for Sale Dwelling

minus

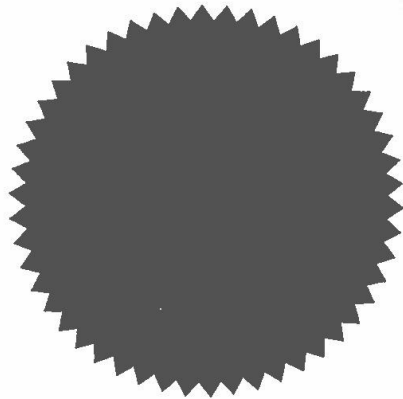
The purchase price of such relevant Discount for Sale Dwelling as stated in Part 2 of the Third Schedule to this Agreement which would have been paid by the Eligible Purchaser had the Discount for Sale Dwelling been provided in accordance with the provisions of Part 2 of the Third Schedule.

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 Owner the amount (if any) of the Affordable Housing Commuted Sum which has not been committed provided that the Owner will not be entitled to claim any interest on such returned sum
- 3 it will provide to the Owner 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 COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and)
is authenticated by:)



Chairman *[Signature]*

Council Solicitor *Anthony Winthrop*

Minutes P.3011/2005
Reg No. 6080
Initials *ew*

EXECUTED AS A DEED BY)
KIRKDALE DEVELOPMENTS)
LIMITED)
Acting by)

Director *[Signature]*

Secretary *[Signature]*

THE COMMON SEAL of)
THE NATIONAL WESTMINSTER BANK PLC)
was hereunto affixed in the)
presence of:)

Director

Secretary

Signed and Delivered as a deed)
For and on behalf of)
The National Westminster Bank PLC)
By a duly authorised Attorney)

[Signature]
IRIS HELEN O'KEEFE
CREDIT DOCUMENTS
1966313/CRT110

In the presence of SUSAN LEE

[Signature]
Witness' Signature-Bank employee

DATED

10th May

2006

THE RYEDALE DISTRICT COUNCIL

and

KIRKDALE DEVELOPMENT

and

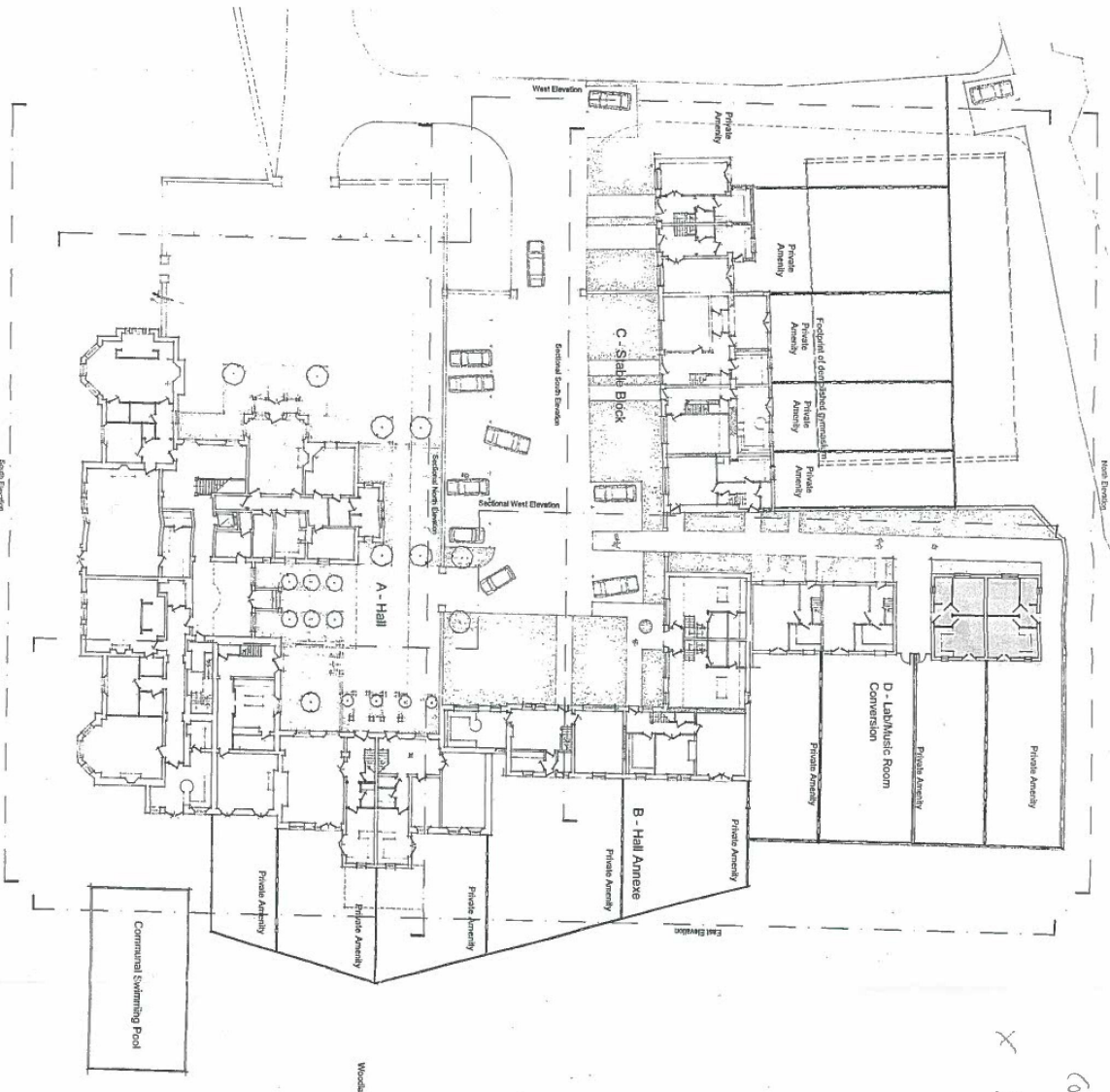
THE NATIONAL WESTMINSTER BANK

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 St Martins School, Highfield Lane, Nawton

K A Winship
Council Solicitor
M A L T O N

FEB 2006 AM8490



Chairman *[Signature]* X
 Council Solicitor *[Signature]* X

[Signature] X

[Signature]

PLAN 2

RYEDALE D.C.
 4 JUL 2005
 DEVELOPMENT CONTROL

Revisions:-
 Rev A - Private Amenities added
 Rev B - minor amendments by planning
 Rev C - New lifts and minor proposals amended
 Rev D - new lift shaft added, Music Room amended
 20/05/05

Contractor
 Kirkdale Manor
 Newton
 North Yorkshire

Client
 Kirkdale Developments Ltd.

Site Plan : Proposed
 DWG. 3762/16D Scale 1:200@A1
 date May 04 REV A

LLOYD EVANS PRICHARD
 ARCHITECTS
 100, 101, 102, 103
 MANCHESTER, M2 3BB