

DATED

20 January.

2015

RYEDALE DISTRICT COUNCIL

- and -

HENRY CLIVE RICHARDSON

AGREEMENT AND PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to Land and Buildings on the east side of High Street, Slingsby, North Yorkshire

Anthony Winship
Council Solicitor
Ryedale District Council
Ryedale House
Malton
YO17 7HH

"Affordable Housing Provider"

any Affordable Housing Provider or social landlord registered with the Homes and Communities Agency (formerly the Housing Corporation) under the Housing and Regeneration Act 2008; or a Registered Provider and "Affordable Housing Providers" shall be construed accordingly

"Affordable / Intermediate Dwellings"

means the four (4) Affordable Dwellings to be provided on: -

Plots 4, 6, 9 and 11

or

Plots 4, 11, 19 and 20

Being four 3-bed 5-person dwellings to be made available as shared ownership housing or shared equity housing or such other form of affordable / intermediate affordable housing (other than Social Rented Dwellings) that meets the criteria of Annex 2 to the NPPF (or any future guidance or initiative that replaces or supplements it) agreed in writing with the Council and which, for the avoidance of doubt, should include any initiative subject to receipt of Homes and Communities Agency funding or such other funding that is in accordance with government policy relating to Affordable Housing Provider rent levels at the time and first approved in writing by the Council suitable for those unable to meet their housing needs on the open market such properties to be made available at an Affordable / Intermediate Rent to persons in

accordance with the Affordable Housing Provider s and / or Nominated Affordable Housing Provider s policy and reference to **"Affordable / Intermediate Dwelling"** shall be construed accordingly;

"Affordable /Intermediate Rent"

means: -

an intermediate rent set at 80% of the open market rent for Slingsby (**"Intermediate Rent"**);

in the event that a Affordable Housing Provider is unable to dispose of the Affordable / Intermediate Dwellings at an Intermediate Rent, and if first approved in writing by the Council, a rent up to 80% of the open market rent for Slingsby (**"Affordable Rent"**)

or such other price that is in accordance with government policy relating to Affordable Housing Provider rent levels at the time and first approved in writing by the Council;

"Decision Notice"

means the decision notice substantially in the form attached as the draft contained in the Fifth Schedule to this agreement;

"Development"

means the development proposed by the Planning Application and any development pursuant to that application of all or part of the Land;

"Dwellings"

mean those units to be constructed on the Land and **"Dwelling"** shall be construed

accordingly;

"Eligible Occupier"	means a person or household identified in accordance with the provisions of the Second Schedule to this Agreement;
"Government Social Rents"	means the target rents published by the Homes and Communities Agency as amended from time to time and agreed by the Council in writing;
"Homes and Communities Agency"	means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
"Housing Services Manager"	means the Housing Services Manager of the Council or such other Officer as may from time to time be nominated by him / her or carry out the functions at the date hereof carried out by him / her;
"Intermediate Dwelling Offer Price"	3-Bed 5-Person £75,000 (seventy-five thousand pounds)
"Site"	means land and building to the east side of High Street, Slingsby, North Yorkshire as shown for identification purposes only edged red on the Plan;
"Market Dwellings"	means those units to be constructed on the Land excluding the Affordable Dwellings for sale on the open market and "Market

	Dwelling shall be construed accordingly;
"Market Value"	means a figure to be agreed between the Owner and the Council calculated having regard to the estimated amount for which a relevance Dwelling should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeable, prudently and without compulsion;
"NPPF"	the Communities and Local Government National Planning Policy Framework dated March 2012
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan means the plan contained in the Sixth Schedule of this agreement;
"Planning Application"	means the planning application received by the Council under reference number 06/00807/MFUL for residential development on the Land;
" POS Contribution"	means the sum of £65,685 (Sixty Five thousand Six hundred and Eights Five pounds only) to be paid by the Developer to the Council as a contribution to be applied by the Council towards the provision of and / or improvements to Public Open Space

within the vicinity of the Land

“Practical Completion”

means the completion of all of the construction of the dwelling that has to be done, notwithstanding that there might be latent defects, for the purposes of allowing a prospective purchaser to take possession of the dwelling and use it as intended;

“Social Rent”

Means a rent which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type age and floor area prior to the introduction of the Affordable Rented Framework to the Social Rented Dwellings and which sum shall be agreed for letting between the Owner the Housing Services Manager and the Affordable Housing Provider or Nominated Affordable Housing Provider (whichever has taken the transfer of the Social Rented Dwellings) in accordance with Government Social Rents at the time and thereafter any increases or decreases shall be in accordance with the Affordable Housing Provider's or Nominated Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council.

“Social Rented Dwellings”

means 4 Affordable Dwellings to be provided on: -

Plots 15 & 17 and two of the following four Plots – 6,9,19 or 20
Being Two being 2-bed 3-person dwellings and Two 2-bed 3-person dwellings to be made available at a Social Rent to persons in accordance with the Affordable Housing Provider s and/or Nominated Hosing Associations policy and reference to “**Social Rented Dwelling**” shall be construed accordingly;

“Social Rent Dwelling Offer Prices”

2-Bed 3-Person dwelling £55,000 (fifty-five thousand pounds)
2-Bed 4-Person dwelling £65,000 (sixty-five thousand pounds)

“Standard Sizes”

Means Dwellings at the following sizes:-

2-Bed 3-Person minimum 65 m² internal area
2-Bed 4-Person minimum 72 m² Internal area
3-Bed 5-Person minimum 80 m² Internal area

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

- 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
 - 1.2.4 references to the Site include any part of it;
 - 1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and any successor local highway authority or local education authority exercising powers under the 1980 Act or the Education Acts;
 - 1.2.6 "including" means "including, without limitation";
 - 1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
 - 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
 - 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.3 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2 EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.

- 2.5 The obligations in this Agreement will not be enforceable against:
- 2.5.1 the buyers of an individual Market Dwelling erected on the Site pursuant to the Planning Permission; or
 - 2.5.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3 COMMENCEMENT DATE

- 3.1 The obligations contained in **clauses 4.1 to 4.2** and the Schedules referred to in those clauses do not come into effect until the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)
- 3.2 The Commencement Date will not be triggered by any of the following operations:
- 3.2.1 site investigations or surveys;
 - 3.2.2 site decontamination;
 - 3.2.3 construction of access and service roads;
 - 3.2.4 the clearance or regrading of the Site;
 - 3.2.5 works for the provision of drainage or mains services to prepare the Site for development; or
 - 3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Site.

4 OBLIGATIONS OF THE PARTIES

- 4.1 The Owner agrees with the Council to comply with the obligations set out in **First, Second and Fourth Schedules** in relation to the Development.
- 4.2 The Council agrees with the Owner to comply with its obligations set out in **Third Schedule**.

-
- 4.3 The Council agrees the Owner that it will issue the Planning Permission within ten working days of the date of this Agreement.
- 4.4 The Council agrees with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 4.5.
- 4.6 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed being not more than £350.00 plus VAT.

5 TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end if:
- 5.1.1 subject to clause 5.2, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;
 - 5.1.2 the Planning Permission expires before the Commencement Date without having been implemented; or
 - 5.1.3 at any time after the date of the this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.
- 5.2 Clause 5.1.1 will not apply in respect of any non-material amendment to the Planning Permission granted pursuant to an application made under section 96A of the 1990 Act prior to the Commencement Date.

- 5.3 Where the Agreement comes to an end under **clause 5.1** the Council is to vacate or cancel the entries made in the Local Land Charges registers in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.
- 5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 5.5 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6 NOTICES

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 6.3.1 if delivered by hand, at the time of delivery;
 - 6.3.2 if sent by post, on the second working day after posting; or
 - 6.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 6.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

7 DETERMINATION OF DISPUTES

- 7.1 Subject to **clause 7.7**, if any dispute arises relating to or arising out of the terms of this Agreement, any party may give to another written notice requiring the dispute to

be determined under this clause 7. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 7.2 For the purposes of this clause 7 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site but in the case of a dispute regarding any Development Appraisal is a property agent who has not less than ten years' experience in relation to residential property developments in the North Yorkshire area.
- 7.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 7.4.
- 7.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 7.6 The Specialist is to act as an independent expert and:
- 7.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 7.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

7.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

7.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

7.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

7.7 This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

8 COMMUNITY INFRASTRUCTURE LEVY

8.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

8.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:

8.2.1 the planning benefits secured by this Agreement should continue to be secured and delivered; and

8.2.2 the Owner should not be in a position where they are in a financially worse position because of CIL in respect of the obligations contained in the Schedules than they would be if they performed the obligations in this Agreement and no CIL had been introduced.

9 JURISDICTION

9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

9.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

EXECUTION

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

FIRST SCHEDULE

(Owner's Covenants)

The Owner hereby covenants with the Council as follows: -

AFFORDABLE HOUSING

1. To procure that the Affordable Dwellings be constructed on the Site in accordance with the Planning Permission, approved plans, Standard Size and physical specification to be negotiated with a Affordable Housing Provider for offer of disposal to a Affordable Housing Provider at the following prices: -
 - 1.1 Social Rented Dwelling at the Social Rent Dwelling Offer Price; and
 - 1.2 Intermediate/Affordable Dwelling at the Intermediate Dwelling Offer Price.
 - 1.3 On terms and conditions approved in writing by the Council
2. As soon as reasonably practicable to nominate in writing to the Council the Affordable Housing Provider s to some of which the Owner will market the Affordable Dwellings PROVIDED THAT it is agreed that with the Council's prior approval the Owner will be entitled to amend the nomination by adding or removing Affordable Housing Provider s from time to time during the course of carrying out the Development ("Nomination"). Within 10 working days of the Council receiving from the Owner a Nomination the Council may notify to the Owner in writing of any additional Affordable Housing Provider s to whom the Owner shall offer and use reasonable endeavours to contract to transfer the Affordable Dwellings.

3. The Owner shall as soon as reasonably practicable following a Nomination pursuant to paragraph 2 of this Schedule enter into negotiations with those Affordable Housing Providers which it have selected from its Nomination and use reasonable endeavours to contract to transfer the Affordable Dwellings to be constructed within the Development to such Affordable Housing Provider which expresses an interest in acquiring those dwellings as it shall choose at the following prices:-
 - 3.1 A Social Rented Dwelling at the Social Rent Dwelling Offer Price; and
 - 3.2 Intermediate/Affordable Dwelling at the Intermediate Dwelling Offer Price.
4. In the event that the Affordable Housing Provider (s) declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed on the terms of this Agreement or if in the Owner or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Affordable Housing Provider for the transfer of some or all of the Affordable Dwellings within a period of three months from the date of the offer referred to in paragraph 3 of this Schedule the Owner or the Council shall give written notice to the others ("Notice") and the Owner may select another Affordable Housing Provider (s) from a nominations referred to in paragraph 2 of this Schedule .
5. The Owner shall offer to enter into negotiations with the nominated Affordable Housing Provider for the transfer to it of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) on the terms of this Agreement and if the Affordable Housing Provider (s) declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) within a period of three months from the date of any offer made pursuant to paragraph 1 of this Schedule or if following negotiations no offer is forthcoming and the Council acting reasonably is satisfied on the evidence provided by the Owner that the Owner has used reasonable endeavours to transfer the Affordable Dwellings (or

any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) to the nominated Affordable Housing Provider and there is no reasonable prospect of securing the transfer of any part or element of the Affordable Dwellings to be constructed within the Development to a nominated Affordable Housing Provider then the Owners shall be permitted to dispose of the Affordable Dwellings to be constructed within the Development that may not have been contracted to be sold to the Affordable Housing Provider or the nominated Affordable Housing Provider (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider or the nominated Affordable Housing Provider) individually on the open market free from the restrictions and obligations contained in this Agreement and the Owner shall within 28 days of each sale pursuant to this clause pay to the Council the Affordable Housing Contribution in accordance with the calculation at the Fourth Schedule to this Agreement.

6. Not to permit (unless the Owners are entitled to dispose of the Affordable Dwellings on the open market in accordance with the provisions of paragraph 5 of this schedule);
 - 6.1 Practical Completion of the first Market Dwelling until the Owner has entered into a binding contract with an Affordable Housing Provider (s) for the disposal of the Affordable Dwellings;
 - 6.2 Practical Completion of more than 8 of the Market Dwellings until the Social Rented Dwellings have been constructed and transferred to an Affordable Housing Provider (s)
 - 6.3 Practical Completion of more than 14 of the Market Dwellings until the Affordable Intermediate Dwellings have been constructed and transferred to an Affordable Housing Provider (s).
- 7 It shall be a term of the sale of the Affordable Dwellings that a Affordable Housing Provider as the case may be shall not dispose of or cause or permit the disposal of the Affordable Dwellings other than for the purpose of providing tenancies at -
 - 7.1 A Social Rent in respect of the Social Rented Dwellings; and

-
- 7.2 An Intermediate/Affordable Rent in respect of the Intermediate/Affordable Dwellings to Eligible Occupiers.
8. Prior to the transfer of any of the Affordable Dwellings pursuant to this Schedule the Owners shall ensure they are fully serviced and accessible by vehicles and pedestrians.
9. To supply within 14 working days from the date of the transfer of the Affordable Dwellings to Affordable Housing Provider a copy of that transfer to the Council.
10. Any transfer of the Affordable Dwellings to an Affordable Housing Provider shall contain reasonable provisions ensuring that the Affordable Dwellings remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision but nothing in this schedule shall apply upon: -
- 10.1 The exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Affordable Dwelling under the terms of a Shared Ownership Lease based substantially on the Homes and Communities model lease; or
- 10.2 The exercise of its power of sale by a mortgagee of the Affordable Housing Provider of any of the Affordable Dwellings or the sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order; or
- 10.3 Any subsequent disposition of the properties following a disposal falling within paragraphs 10.1 or 10.2 above.

Affordable Housing Commuted Sum

11. Not to permit the Occupation of more than 2 of the the Market Dwellings until the Affordable Housing Commuted Sum has been paid to the Council.

Public Open Space Contribution

12. Not to permit the Occupation of more than 2 of the Market Dwellings until the POS Contribution has been paid to the Council.

SECOND SCHEDULE

Occupancy Criteria

The Owner shall ensure the Affordable Dwellings are occupied by persons: -

1. who have for a period of at least 2 years been ordinarily resident within the parish of Slingsby, or
2. who have been permanently employed in the parish of Slingsby for 2 years or more, or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident for a period of at least 2 years in any of the following parishes; Barton-Le-Street, South Holme, Fryton, Coneysthorpe or Hovingham.
4. if no such person qualifies under paragraph 3 above for occupation then a person ordinarily resident for a period of at least 2 years in 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 Dwelling 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

THIRD SCHEDULE
(Council's Covenants)

The Council covenants with the Owner as follows: -

- 1 To issue a receipt for the POS Contribution and if applicable the Affordable Housing Contribution.
- 2 To apply the POS Contribution towards the purposes specified in the definition of POS Contribution the need for which directly arises from the Development and not to apply the POS Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.
- 3 The Council will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within Ten years of the date of receipt by the Council of such payment together with interest at the National Westminster Bank Plc base rate from time to time for the period from the date of payment to the date of refund.
- 4 The Council will on the reasonable written request of the Owner at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof.
- 5 Use of the Affordable Housing Contribution and Affordable Housing Commuted Sum.
 - 5.1 The Council undertakes to use any Affordable Housing Contribution and Affordable Housing Commuted Sum solely for the purpose of providing additional Affordable Housing, which may include but not be limited to the following: -
 - 5.2 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;

- 5.3 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals;
- 5.4 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
- 5.5 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

FOURTH SCHEDULE

Affordable Housing Contribution

The Market Value of the relevant Affordable Dwelling at the time that the Dwelling is offered for sale

minus

The purchase price of the Affordable Dwelling which would have been paid by the Affordable Housing Provider had the dwelling been transferred to them pursuant to the First Schedule to this Agreement.

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: 06/00807/MFUL

Proposal: Erection of 3no. four-bed dwellings, 9no. three-bed dwellings, 7no. two-bed dwellings, 2no. three-bed apartments, 2no. two-bed apartments and 1no. one-bed apartments with associated garaging, parking and amenity areas and formation of vehicular access

at: Richardsons Haulage Yard Malton Road Slingsby York YO62 4AF

for: Voltruck

Decision Date:

REASON FOR APPROVAL

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:

Local Plan Strategy - Policy SP1 General Location of Development and Settlement Hierarchy
Local Plan Strategy - Policy SP2 Delivery and Distribution of New Housing
Local Plan Strategy - Policy SP3 Affordable Housing
Local Plan Strategy - Policy SP4 Type and Mix of New Housing
Local Plan Strategy - Policy SP11 Community Facilities and Services
Local Plan Strategy - Policy SP12 Heritage
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP16 Design
Local Plan Strategy - Policy SP18 Renewable and Low Carbon Energy
Local Plan Strategy - Policy SP19 Presumption in Favour of Sustainable Development
Local Plan Strategy - Policy SP20 Generic Development Management Issues
Local Plan Strategy - Policy SP22 Planning Obligations, Developer Contributions and the Community Infrastructure Levy
National Planning Policy Framework
National Planning Policy Guidance

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

CONDITIONS AND ASSOCIATED REASONS

- 01 The development hereby permitted shall be begun on or before .
Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Notwithstanding the submitted details, and 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 SP20 of the Ryedale Plan - Local Plan Strategy.
- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed
Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 04 Prior to the commencement of the development, details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority
Reason: To ensure an appropriate appearance and to comply with the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 05 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 SP20 of the Ryedale Plan - Local Plan Strategy.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 06 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 07 No development shall take place within the application site until the developer has secured the implementation of a programme of archaeological works in accordance with a written scheme of investigation submitted by the applicant and approved in writing by the Local Planning Authority.

Reason:- The site is of archaeological interest and investigation/protection and observation of the site is required by the National Planning Policy Framework.

- 08 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.

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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 09 Prior to the commencement of development, precise details of all ground surfacing materials shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be undertaken in accordance with the details thereby agreed.

Reason:- In order to ensure a satisfactory external appearance and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 10 Prior to the commencement of any part of this development, precise details of a scheme for the discharge of surface water from the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be undertaken in accordance with the details thereby agreed.

Reason:- In order to ensure the site is effectively drained and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 11 Notwithstanding the plans hereby approved, details of the eaves details on all the buildings hereby approved shall be submitted to and approved in writing by the Local Planning Authority, prior to the commencement of the development.

Reason:- In order to ensure a satisfactory external appearance and to satisfy Policies SP12, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 12 Prior to the commencement of the development hereby approved, a topographical survey of the existing ground levels across the application site and neighbouring sites, along with proposed ground levels, and finished ground floor levels for all properties shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be undertaken in accordance with the details thereby agreed.

Reason:- In order to ensure a satisfactory appearance and to satisfy Policies SP12, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 13 Further intrusive investigation as recommended in the Hym's Site Services Site Investigation Report reference number 7638.05, September 2005 shall be carried out to determine the extent of contamination over the whole site when the site has been cleared of buildings with a view to preparing a full risk assessment for the site.

Development shall not commence until a Remediation Strategy has been submitted to and approved in writing by the Local Planning Authority. The approved remediation measures shall be implemented in accordance with the timescales in the Remediation Strategy Report.

Reports shall be prepared in accordance with Contaminated Land Report 11 and Planning Policy Statement 23.

Reason:- In order to assess the potential contamination of the site, and to satisfy the National Planning Policy Framework.

- 14 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.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

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. Details of the method and means of surface water disposal.

iv. Details of all proposed street lighting.

v. Drawings for the proposed new road and footways/footpath giving all relevant dimensions for their setting out including reference dimensions to existing features.

Reason:- In the interests of highway safety and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 15 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 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 drawing must finally be approved by the Local Planning Authority for the purpose of this condition.

Reason:- To ensure an appropriate highway construction to an adoptable standard, in the interest of highway safety and the amenity and convenience of highways users, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 16 No dwelling to which this 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 of 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 properties, in the interests of highway safety and the convenience of prospective residents, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 17 Before there is any access or egress by construction vehicles between the highway and the application site, an approved access with the public highway shall be constructed to base macadam course level for a distance of 20 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. All the works for the construction of the road and footway shall be in accordance with the specification of the local Highway Authority.

Reason:- To avoid damage to the highway during initial site access and to secure the prompt implementation of appropriate remedial works in the interest of both vehicle and pedestrian safety and the visual amenity of the area, to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 18 There shall be no means of vehicular access to or from the application site, other than from High Street, Slingsby, unless otherwise approved in writing by the Local Planning Authority.

Reason:- In the interests of highway safety, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 Unless otherwise agreed in writing with the Local Planning Authority, no dwelling shall be occupied until parking spaces of a size not less than 4.8 metres by 2.4 metres, including one garage or a car parking space capable of accommodating a garage have been provided in accordance with the standards set out in the North Yorkshire County Council Parking Design Guide within the curtilage of that dwelling, or in an alternative convenient location approved in writing by the Local Planning Authority. Any garage shall then be positioned a minimum of 6 metres back from the highway boundary. Once created, these parking and garaging areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- To provide for a adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the site and visitors to it, in the interest of safety and the general amenity of the development and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 20 Details of the precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site shall be submitted to and approved in writing by the Local Planning Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority. These precautions shall be made available before the development commences on the site, and be kept available and in full working order until such time as the Local Planning Authority agrees in writing to their withdrawal.

Reason:- To ensure that no mud or other debris is deposited on the carriageway in the interest of highway safety, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 21 Prior to the commencement of development, details of a bus shelter and raised bus boarder shall be submitted to and approved by the Local Planning Authority in consultation with the local Highway Authority.

Reason:- To ensure that such details are satisfactory in the interests of the safety and convenience of highway users, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 22 Prior to the commencement of the development/the development being brought into use, a bus shelter and raised bus boarder shall be constructed in accordance with the approved details approved by the Local Planning Authority.

NOTE: You are advised that a separate Agreement will be required from the local Highway Authority in order to carry out works within the public highway. You should contact the local Highway Authority to determine the requirements of this Agreement at an early stage.

Reason:- In the interests of the safety and convenience of highway users, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 23 There shall be no site clearance, demolition, excavation or depositing of material in connection with the construction of the access road or building(s) or other works until proposals have been submitted to and approved in writing by the Local Planning Authority, for the provision of:-

- on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway; and
- on-site materials storage area capable of accommodating and all materials required for the operation of the site.

The approved areas shall be kept available for use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.

Reason:- To provide for appropriate on-site vehicle parking, and storage facilities, in the interests of highway safety and the general amenity of the area, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

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

Reason:- In the interests of satisfactory and sustainable drainage, and to satisfy the National Planning Policy Framework.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 25 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved by the Local Planning Authority before development commences.

Reason:- To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system and thus prevent overloading of the network, and to satisfy the National Planning Policy Framework.

- 26 No development shall take place until details of the proposed means of disposal of foul and surface water drainage, including details of any balancing works and off-site works have been submitted to and approved by the Local Planning Authority.

Reason:- To ensure that the development can be properly drained, and to satisfy the National Planning Policy Framework.

- 27 Unless otherwise approved in writing by the Local Planning Authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason:- To ensure that no foul or surface water discharges take place until proper provision has been made for their disposal, and to satisfy the National Planning Policy Framework.

- 28 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through trapped gullies installed in accordance with a scheme previously submitted to and approved in writing by the Local Planning Authority.

Reason:- To prevent pollution of the water environment, and to satisfy the National Planning Policy Framework.

- 29 Notwithstanding the provisions of the Town & Country Planning (General 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 sight glasses 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 satisfy the National Planning Policy Framework.

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

- 30 The existing stone wall facing High Street on the western boundary of the application site shall be maintained in its entirety, save in respect of the new access and its reduction in height. The structural integrity of this wall shall be maintained at all times.

Reason:- In order to retain as much of the attractive stone wall as possible, and to satisfy Policies SP12, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 31 Prior to the commencement of development, details to protect the existing landscaping on the eastern boundary shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to protect the existing landscaping on the eastern boundary in order to help reduce the impact of the proposed development upon the amenity of the adjacent properties, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 32 Prior to the commencement of development, a detailed plan showing the car parking arrangements for each residential unit on site shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to ensure sufficient car parking is available for each unit, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 33 The development hereby permitted shall be carried out in accordance with the following approved plan(s):

Site location plan;
Drawing No. 05/01/SK.11;
Drawing No. 05/061/SK.12;
Drawing No. 05/061/P.02 Rev A;
Drawing No. 05/061/P.03 Rev B;
Drawing No. 05/061/P.04 Rev C;
Drawing No. 05/061/P.05 Rev G;
Drawing No. 05/061/P.06 Rev G;
Drawing No. 05/061/P.07 Rev G;
Drawing No. 05/061/P.08 Rev B;
Drawing No. 05/061/P.09 Rev C; and
Drawing No. 05/061/P.10 Rev C

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

INFORMATIVE(S)

- 01 You should satisfy yourself, prior to commencement of any work related to this project, that no part of the works hereby approved (including foundations and/or guttering) extended onto or over adjoining land unless you have first secured the agreement of the appropriate landowner(s).

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

APPN NO: 06/00807/MFUL

- 02 The developer is advised that this permission should be read in accordance with the Section 106 Legal Agreements for affordable housing and open space commuted sum.
- 03 The developer is advised to consider the requirements of the Environment Agency's consultation response dated 23 August 2006.
- 04 The applicant is advised that the construction of the property on Plot 11 may have a detrimental affect on the health and/or stability of the poplar tree growing in private ownership on the southern boundary of No.44 Sycamore Close. The applicant is therefore further advised to obtain professional arboricultural advice on how damage to this tree can be negated.
- The applicant is also advised that the mature ash tree in private ownership along the western boundary of Croft House, Malton Road is within the boundary of Slingsby Conservation Area. Consequently, should it be necessary to carry out any pruning works to this tree on the development side, this work would be subject to prior written notice to the Local Planning Authority. For further information, the applicant is advised to contact the Council's Tree & Landscape Officer.
- 05 The developer is advised to consider using sustainable drainage methods, such as rainwater harvesters, and permeable surfaces.
- 06 For the avoidance of doubt the developer is advised that no planning permission is hereby granted for any dormer windows.

Footnote :

In dealing with and determining this application, the Local Planning Authority have sought to take a positive approach to foster the delivery of sustainable development in accordance with the requirements of the National Planning Policy Framework. As such, the Local Authority has taken steps to work proactively with the applicant to seek solutions to problems that may have arisen in dealing with this application with a view to improving local economic, social and environmental conditions.

NO CONSENT OR APPROVAL HEREBY GIVEN REMOVES ANY REQUIREMENT TO SERVE NOTICES OR SEEK APPROVAL FROM THE DISTRICT COUNCIL WHERE SUCH ACTION IS REQUIRED BY THE BUILDING ACT 1984 OR OF ANY OTHER STATUTORY PROVISION. NO PART OF THE PROPOSED DEVELOPMENT SHOULD BE STARTED WITHOUT COMPLYING WITH SUCH REQUIREMENT.

HEAD OF PLANNING & HOUSING

Voltruck
C/O Signet Planning
Rowe House
10 East Parade
Harrogate
HG1 5LT

FIFTH SCHEDULE

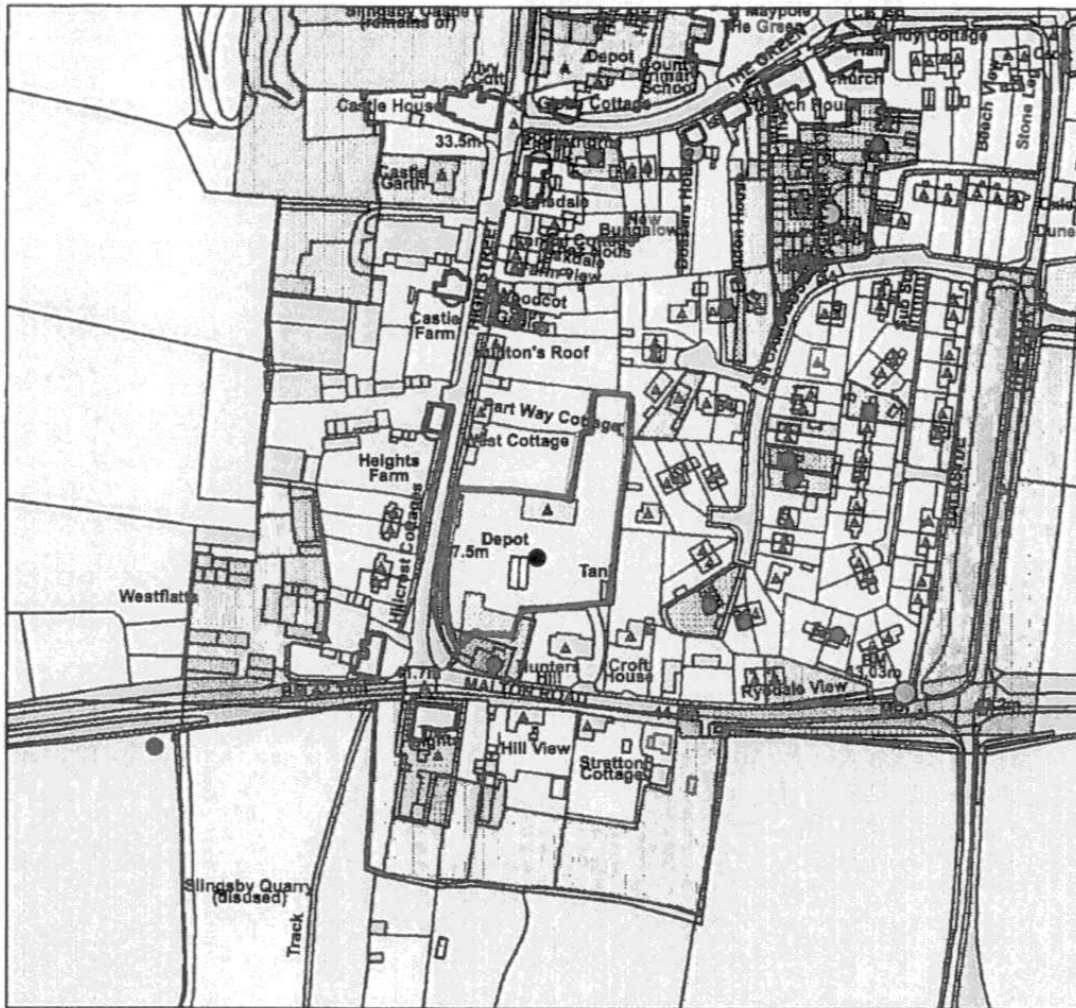
Draft Decision Notice

SIXTH SCHEDULE

The Plan

Not Set

Not Set



Scale: 1:2,500

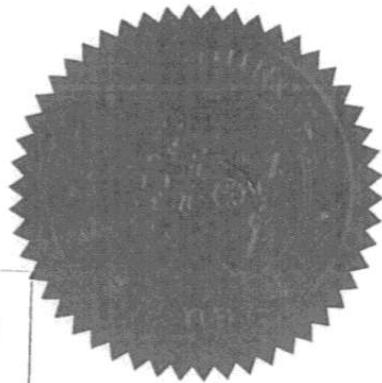
Reproduced from the Ordnance Survey map with permission of the Controller of Her Majesty's Stationery Office © Crown Copyright 2012.

Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.

Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	12/12/2014
MSA Number	Not Set

IN WITNESS WHEREOF the parties hereto have duly executed this document as their Deed in the presence of the persons mentioned below the day and year first above written

THE COMMON SEAL of)
RYEDALE DISTRICT COUNCIL)
was)
hereunto affixed in the presence of:-)



Chairman

[Handwritten signature]

Council Solicitor

Minute
P1272/2007
Reg No.
6793
Init.'s BS

SIGNED as a Deed by) *[Handwritten signature]*
HENRY CLIVE RICHARDSON)
in the presence of:)

Witness: *[Handwritten signature]*

Name: ESTHER WARRINGTON

Address: 8 THE GALLEYS, NORTON, YO17 9JH