

Pt 107487

57/869

DATED 19 MAY

2008/10

THE RYEDALE DISTRICT COUNCIL

and

DAVID WILLIAM ROSS and MARGARET ROSEMARY FIELDEN ROSS

and

DOREEN PHYLLIS HARPER

and

BRENDA MATTINSON

and

MANAGEMENT
CALA HOMES (YORKSHIRE) LIMITED

DR

DR
B.M. - P.A. - 5/11

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AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of land off Whitfield Avenue, Pickering in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON

THIS DEED is made the _____ day of _____ 2008

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 **DAVID WILLIAM ROSS AND MARGARET ROSEMARY FIELDEN ROSS** of 117 Ruffa Lane, Pickering, North Yorkshire YO18 7HY ("the First Owner")
- 3 **DOREEN PHYLLIS HARPER** of 88 Whitfield Avenue, Pickering ("the Second Owner")
- 4 **BRENDA MATTINSON** of 90 Whitfield Avenue, Pickering ("the Third Owner") *B M DPH*
- 5 **MANAGEMENT DPV Ltd** ~~CALA HOMES (YORKSHIRE) LIMITED~~ whose registered office is at ~~Block B, ADAM HOUSE, 5 MID NEW COLTINS, EDINBURGH, EH11 4DU~~ ~~Burgan House, The Causeway, Strines, Middlesbrough, Cleveland, TS18 3PR~~ ("the Developer") *554*

DEFINITIONS

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

"Affordable Dwellings" means the Affordable Rented Dwellings and the Discount for Sale Dwellings and reference to "Affordable Dwelling" shall be construed accordingly.

"the Affordable Rented Dwellings" means the six 2 bed apartments and the four 2 bed houses and three 3 bed houses identified as plots 30 to 35, 53 to 56 and 50 to 52 inclusive which are to be constructed pursuant to Part 3 of the Third Schedule of this Agreement and reference to "Affordable Rented Dwelling" shall be construed accordingly.

"Affordable Rent" means a rent which is comparable to the average rent charged in the Ryedale District Council administrative area by Registered Social

Landlords for properties of an equivalent type, age and floor area to the Affordable Rented Dwellings (in accordance with the Government Target Rents) and which sum shall be agreed for lettings between the Housing Services Manager and the Registered Social Landlord and thereafter any increases or decreases in accordance with the Registered Social Landlords rent setting policy and the Housing Corporation guidance at the time.

"Chargee" means any mortgagee or chargee of the Developer or any owner of a Discount for Sale Dwelling or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

"Children's Play Area" means the children's play area shown edged in green on Plan 2 to be provided within the Open Space annexed hereto.

"Commencement of Development" means the date upon which the Proposed Development shall commence by the carrying out on the Property pursuant to the Planning Permission of a material operation as specified in Section 56(2) of the Act **Save That** the term "*material operation*" shall not include operations in connection with any work of or associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compound erection of site office erection of fencing to site boundary laying of any access road or service media and reference to "Commence

Development" shall be construed accordingly.

"Council Solicitor" means the Council Solicitor for the time being for Ryedale District Council or such other Officer as may from time to time be primarily responsible for the provision of legal advice to the Council.

"Development Control Manager" means the Development Control Manager of Ryedale District Council or such other Officer as may from time to time be nominated by him or carry out the functions at the date hereof carried out by him.

"Eligible Occupier" means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement.

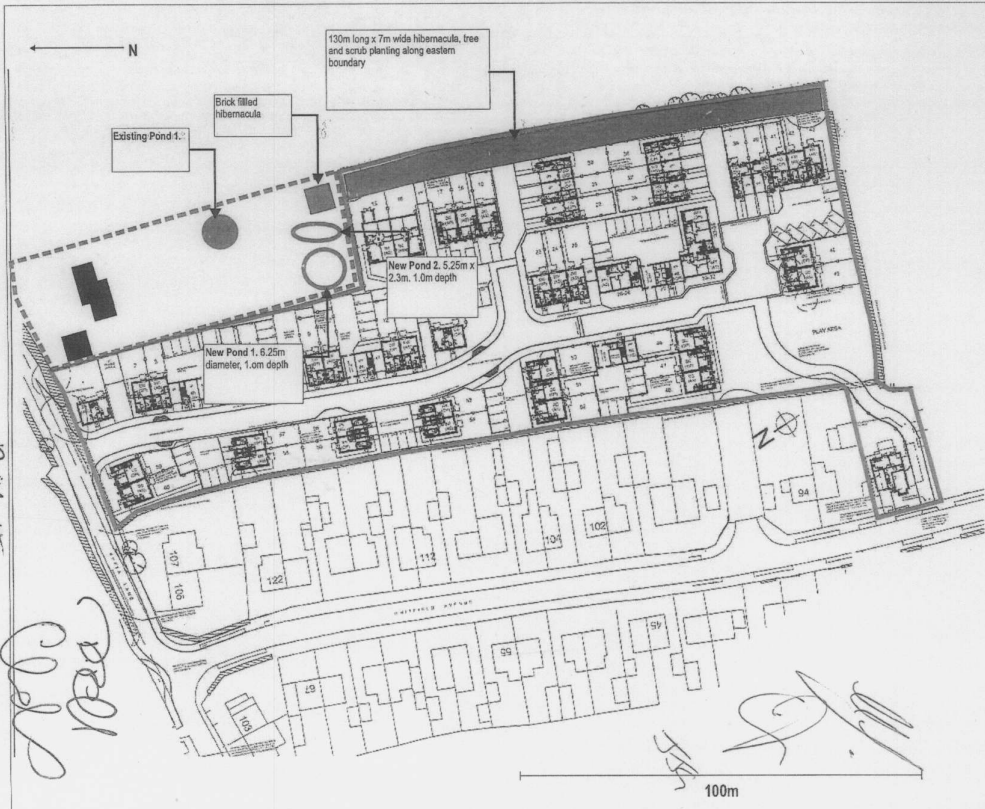
"the Discount for Sale Dwellings" means the four 2 bed apartments, three 2 bed houses and one 3 bed house identified as plots 26 to 29, 43, 44, 57 and 58 which are to be constructed pursuant to Part 4 of the Third Schedule of this Agreement and "Discount for Sale Dwelling" shall be construed accordingly.

"Discount for Sale Dwelling Assurance" means an assurance relating to the disposal of any Discount for Sale Dwelling (whether by way of transfer or the grant of lease or otherwise) by the Owner or the Developer to an Eligible Purchaser and "Discount for Sale Dwelling Assurances" shall be construed accordingly.

"Dwelling" means a residential unit that may be built on the Property as part of the Proposed Development and reference to "Dwellings" shall be construed

accordingly.

- "Eligible Purchaser" means those persons identified in accordance with and who satisfy the criteria set out in the Fourth Schedule to this agreement and who require to purchase accommodation 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 or interest of an Eligible Purchaser in any Discount for Sale Dwelling arising out of the grant by the Owners or the Developer 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.
- "Figure E9 / E13" means the Drawing marked "Figure E9 / E13" attached to this Agreement.
- "Government Target Rents" means the target rents published by the Housing Corporation as amended from time to time.
- "Housing Association" means a housing association or registered social landlord registered in accordance of Part 1 Chapter 1 of the Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) or any company or other body approved by the Housing Corporation for receipt of social housing grant as may be proposed by the Owner and/or the Developer and approved by the Council (such approval not to be unreasonably withheld or delayed) and



Key

- Site boundary - all habitats within boundary lost to development
- Receptor site - grounds of 117 Ruffa Lane
- New Pond - to be created prior to construction.
- Hibernacula and Planting.
- Existing Pond

Title: Habitat creation and enhancement/
Final layout of development

Project: Ruffa Lane, Pickering

Client: Cala Homes

Figure: E9/ E13

Date: 06 February 2008

Andrew McCarthy Associates Limited
Consultant Ecologists

Tel: 01382 480 152
Fax: 01382 495 572
e-mail: info@ecology-consultants.co.uk
Web: www.ecology-consultants.co.uk

OS License Number
AL 52638A0001

B. Martinson
D. P. Hampson
07/02/08

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reference to "Housing Associations" shall be construed accordingly.

"Housing Corporation" means the Housing Corporation or any bodies undertaking the existing functions of the Housing Corporation within the meaning of Part III of the Housing Association Act 1985 (or as redefined by any amendment, replacement or re-enactment of such Act).

"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 or carry out the functions at the date hereof carried out by him.

"Land" means ALL THAT piece of land situate at 117 Ruffa Lane, Pickering, North Yorkshire shown for the purposes of identification only edged with a broken green line on Figure E9 / E13.

"Open Market Dwellings" means dwellings erected on the Property excluding the Affordable Rented Dwellings and the Discount for Sale Dwellings and reference to "Open Market Dwelling" shall be construed accordingly.

"Open Market Value" means a figure calculated having regard to the estimated amount for which a relevant Dwelling should sell on the date of valuation between a willing buyer and a willing seller in an arm's length transaction on the open market after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and reference to "Market Values"

	shall be construed accordingly.
"Open Space"	means the area of public open space and buffer zone shown edged in blue on Plan 2 annexed hereto.
"Owners"	means collectively the First Owner and the Second Owner and the Third Owner.
"Plan" & "Plan 2"	means the plans marked "Plan" and "Plan 2" that are attached to this Agreement.
"Planning Application"	means the application made to the Council for full planning permission (reference number 07/00869/MFUL) for erection of 9 no. four bedroom dwellings, 29 no. three bedroom dwellings, 23 no. two bedroom dwellings, garages, parking, public open space and formation of vehicular access and emergency access to include demolition of two dwellings (88 and 90 Whitfield Avenue).
"Planning Permission"	means a planning permission granted pursuant to the Planning Application substantially in the form attached as the Eighth Schedule to this Agreement.
"Registered Social Landlord"	means a Registered Social Landlord as defined by the Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered by the Housing Corporation under the provisions of Chapter 1 Part 1 of the Housing Act 1996 and approved by the Council.

Plan 1

Dush Kal

Council Solicitor

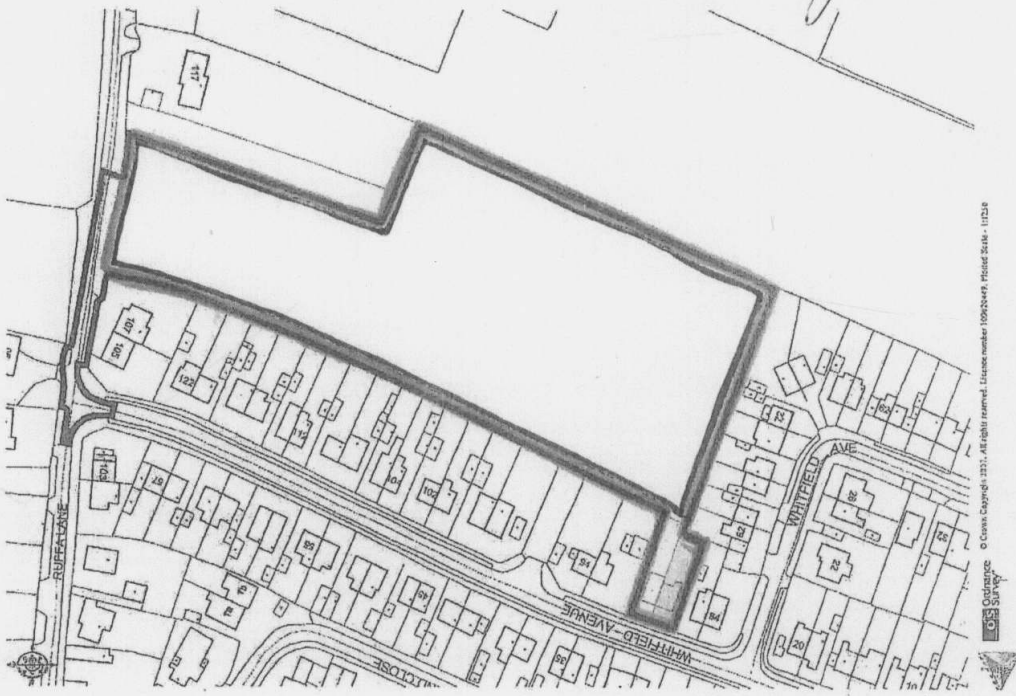
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Status	PLANNING
Project	RUFFA LANE, PICKERING CALA HOMES (YORKSHIRE) LTD
Drawing Title	LOCATION PLAN
Scale	1:1250
Date	09/09/10
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B Mattinson
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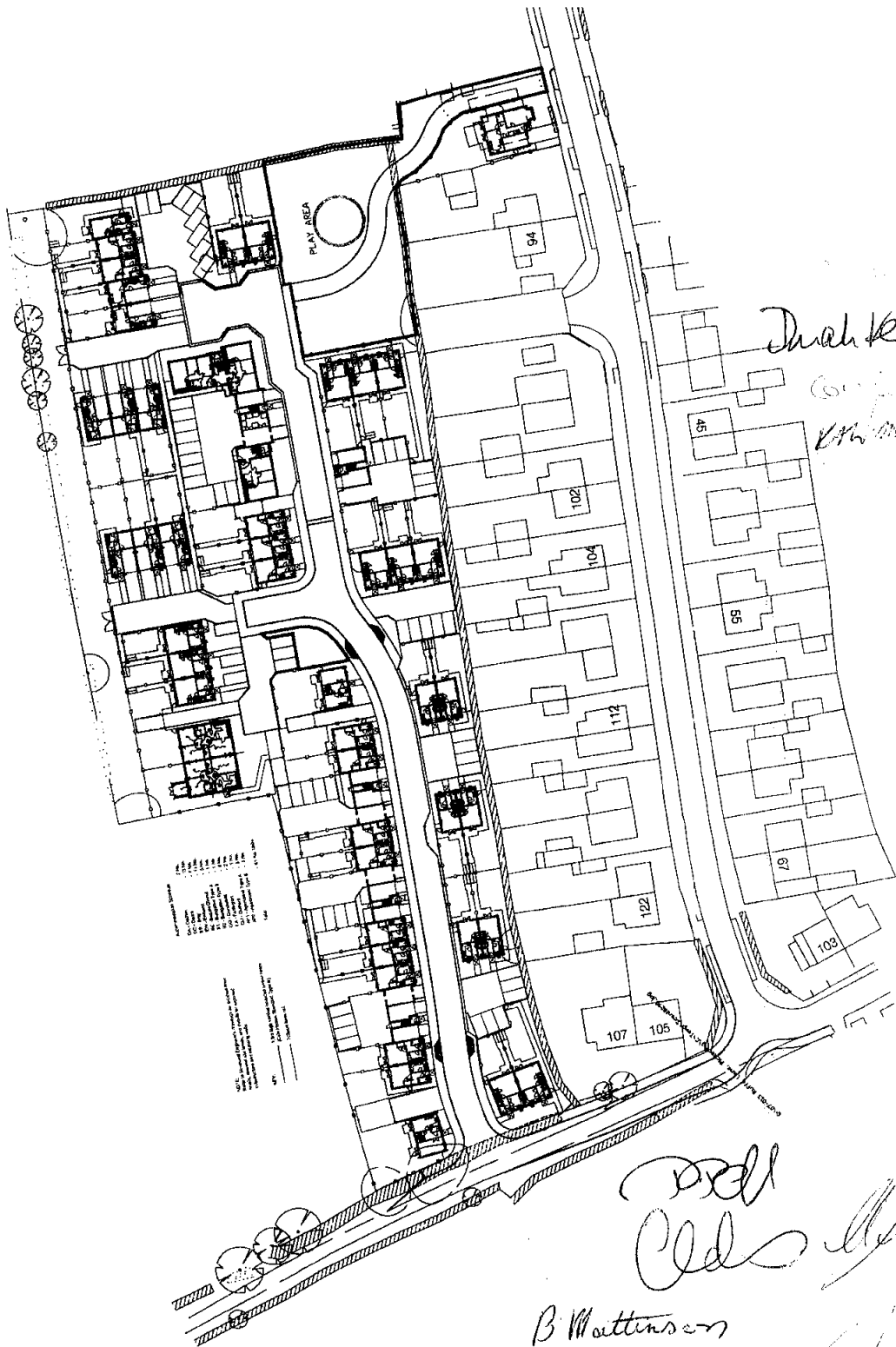
M Ross
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© Crown Copyright 1997. All rights reserved. Licence number 10002049. Printed Scale - 1:1250
LOS SURVEY

Plan 2

NOT TO SCALE



*Druckerei
Kunststoff*

*Druck
Old*

*B. Mattinson
D. P. Harper
D. S. Hill*

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”) and the Land is situated
- (2) The First Owner is the owner in fee simple in possession of part of the Property shown for the purposes of identification only edged blue on the Plan(subject as hereinafter mentioned but otherwise) free from encumbrances
- (3) The First Owner is the owner in fee simple in possession of the Land.
- (4) The Second Owner is the owner in fee simple in possession of part of the Property shown for the purposes of identification only shaded green on the Plan (subject as hereinafter mentioned but otherwise) free from encumbrances
- (5) The Third Owner is the owner in fee simple in possession of part of the Property shown for the purposes of identification only shaded yellow on the Plan (subject as hereinafter mentioned but otherwise) free from encumbrances
- (6) The Developer 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”)
- (7) The Council is satisfied that the performance by the Owners and Developer of the covenants herein will remove certain arguments against or objections to the Proposed Development which would without the execution of this Agreement have led to the refusal of consent for the Planning Application
- (8) The Owner and Developer have agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on his part to be observed and performed

NOW THIS DEED WITNESSES as follows:-

1 **THIS** Agreement is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended (“the 1990 Act”) Section 111 of the Local Government Act 1972 and

all other powers the parties hereunto enabling and the covenants in this Agreement are planning obligations for the purpose of the 1990 Act which are enforceable by the Council

2 **THE:** -

2.1 Owners and the Developer covenant with the Council that the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Third Schedule hereto;

2.2 Owners and the Developer covenant with the Council that in relation to the Property the works and other matters specified in the Third Schedule shall be carried out in accordance with that Schedule;

2.3 First Owner covenants with the Council to comply with the obligations in Part 4 of the Third Schedule hereto.

3 **THE** Council covenants with the Owners and the Developer to comply with its obligations in the Fourth Schedule hereto.

4 **IT** is agreed and declared as follows:-

4.1 The expressions "the Council" and "the Owners" and "the Developer" shall include their respective successors in title and assigns

4.2 The Owners and the Developer hereby agrees to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Agreement and not otherwise unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed

4.3 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

4.4 The Developer shall on execution of this Agreement pay to the Council a fee to cover the Council's reasonable legal costs incurred in connection with this Agreement

4.5 The Owners and the Developer shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the Council arising from any breach of this Agreement by the Owners or Developer PROVIDED THAT such indemnity shall not apply in respect of any damages costs charges losses demands expenses action or otherwise arising or which may arise out of or be incidental to or in consequence of any negligent act or default or omission on the part of the Council or its agents

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

4.7 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

4.8 For the purpose of avoidance of doubt and subject to clause 4.9 hereof the requirements of this Agreement shall bind the Property and the Land 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

4.9 This Agreement is a local land charge and shall be registered as such and shall come into full force and effect upon the Commencement of Development and not otherwise

4.10 Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clause 4.11 below to the determination of an independent Chartered Surveyor

4.11 Any reference to an independent Chartered Surveyor in accordance with clause 4.10 above shall be to a reputable Chartered Surveyor unconnected to any of the parties hereto and experienced in commercial development matters who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy and the decision of such independent Chartered Surveyor shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error) and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any Chartered Surveyor shall act as an expert pursuant to the terms of this clause 4.11 then each of the parties to the dispute shall be entitled to submit to him representations and cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Chartered Surveyor himself) shall be paid

4.12 Where any notice or confirmation is to be served on the Council under the terms of this Agreement such notice or confirmation shall be sent to the Development Control Manager at Ryedale House Malton in the County of North Yorkshire YO17 7HH quoting reference 07/00869/MFUL

4.13 If the Planning Permission shall expire before the Commencement of Development or shall at any time be modified (without the consent of the Owners and/or the Developer) or revoked this Agreement shall terminate and cease to have effect and the Council shall immediately remove any entry relating to this Agreement from the Register of Local Land Charges

4.14 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority

4.15 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement

4.16 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -

(a) occurring after he or it has parted with his or its interest in the Property or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);

(b) if he shall be an occupier or tenant of any of the Open Market Dwellings to be provided on the Property as part of the Proposed Development or a purchaser of an individual Open Market Dwelling;

(c) if he or it shall be an occupier or tenant or a purchaser of a site or sites for infrastructure purposes in relation to the Proposed Development.

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

THE FIRST SCHEDULE

[The Property]

ALL THAT piece of land TOGETHER WITH buildings erected thereon situate at and known as land adjacent to Whitfield Avenue, Pickering, North Yorkshire shown for the purposes of identification only edged in red on the Plan

THE SECOND SCHEDULE
[Particulars of the Proposed Development]

Erection of 9no. four bedroom dwellings, 29no. three bedroom dwellings, 23no. two bedroom dwellings, garages, parking, public open space and formation of vehicular access and emergency access to include demolition of two dwellings (88 and 90 Whitfield Avenue)

THE THIRD SCHEDULE
[The Obligations]

PART 1

HIGHWAY CONTRIBUTION

1. The Owners and/or Developer will pay to the Council on or before the occupation of the penultimate Open Market Dwelling the sum of ~~Thirty~~ ^{EIGHTEEN} Thousand Pounds (~~£30,000~~ ^(£18,000)) as a contribution towards the extension of the existing footpath along the north side of Ruffa Lane up to the junction of Whitfield Avenue ("the Highway Contribution").
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3 M
DPH
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PART 2

OPEN SPACE

OFF-SITE COMMUTED SUM

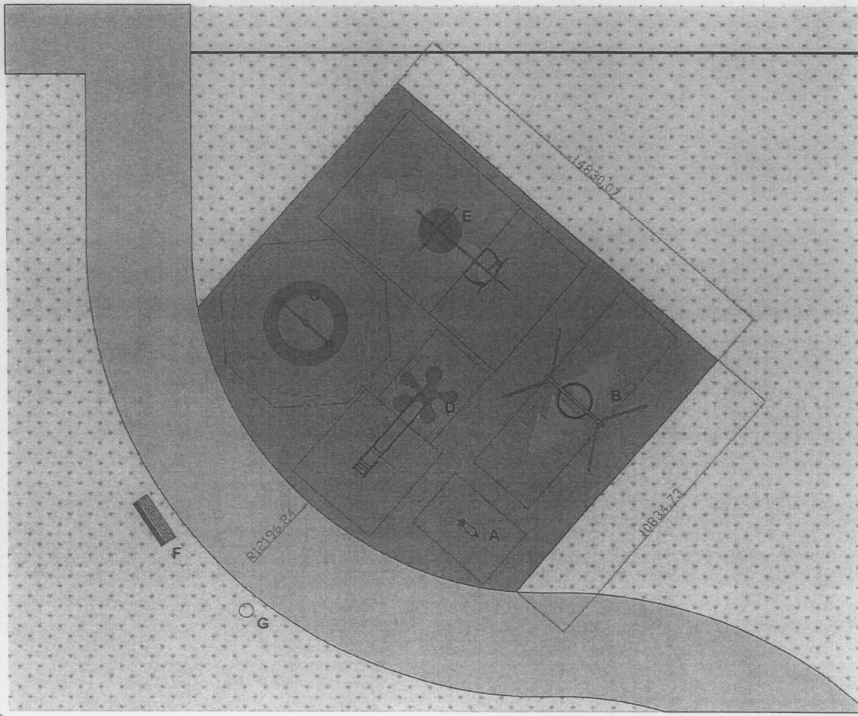
2. The Owners and the Developer covenant with the Council not to permit occupation of more than 50% of the Open Market Dwellings on the Property until the sum of Twenty-Five Thousand Six Hundred and Twenty pounds (£25,620) has been paid to the Council for enhancing and providing open space in the vicinity of the Property ("the Off-Site Public Open Space Contribution").

ON-SITE OPEN SPACE COMMUTED SUM

3. The Developer covenants:-

- 3.1 that on submission of details to comply with Condition No 25 of the Planning Permission he will simultaneously submit to the Development Control Manager for his written approval (such approval not to be unreasonably withheld or delayed) written proposals and specification for the provision of the Children's Play Area (to include details and specification of the proposed play equipment to be installed within the Children's Play Area as shown on Drawing No. Q08_410 attached hereto or such other specification that may be agreed from time to time) within, and the landscaping of, the Open Space such specification to include the layout leveling top-soiling and turfing or seeding of the open space ("the Open Space Scheme").
- 3.2 Within 28 working days (or within such other time period of not more than an additional 20 working days that the Council may reasonably require and which may be

Ruffa Lane Play Area



ITEMS LIST

- A: Zippa Springer Ref: J842
- B: Pod Swing Ref: J440
- C: Gyro Spiral Ref: J831
- D: Missile Slide Ref: J1055
- E: Golgoth Climber Ref: J415

- F: Bench
- G: Bin

Area surfaced with 185m² of Wetpour Safer surfacing to manufacturers recommended thickness and 157m² of MOT type one stone required. 28m² of concrete base required under gyro spiral.

185m² of excavation required for wetpour area and 53Lm of PCC edgings are to be done by others prior to play equipment installation.

Area is to be flat grass prior to construction.

ALL EQUIPMENT & SAFER SURFACING CONFORMS TO EN1176 & EN1177

PRODUCT KEY

Wetpour

Tarmac

Free Fall

Free Space



PROLOGIC LTD
 THE PLAIN, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DATE:
11/03/2008

SCALE:
1:100

DRAWN BY:
J Lord

REFERENCE:
Q08_410
(RuffaLane_Callistomes)

Handwritten notes:
152. 01/11/08

Handwritten notes:
13 Matt...
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agreed in writing between the Council and the Owners and/or Developer within the initial 28 working day period such agreement not to be unreasonably withheld or delayed) of the Council receiving from the Owners and/or the Developer the Open Space Scheme the Council shall notify the Owners and/or Developer in writing of its approval to the Open Space Scheme proposed by the Owners and/or the Developer or will acting reasonably provide in writing its proposed amendments in relation to the Open Space Scheme pursuant to which the Owners and/or Developer shall submit a revised Open Space Scheme incorporating those amendments proposed by the Council that are reasonable and accepted **PROVIDED ALWAYS** that if the Council does not notify the Owners and/or Developer within 28 working days (or such longer period as may be agreed in accordance with this paragraph 3.2) of its agreement or proposed amendments to the Open Space Scheme proposed by the Owners and/or the Developer it shall be deemed that the Council has approved the Open Space Scheme submitted by the Owners and/or Developer **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owners and/or Developer within 28 days of the date of its submission to the Council (or such other period of time that may be agreed) then the provisions of clauses 4.10 and 4.11 of this Agreement relating to expert determination can be invoked by any party in relation to only those matters that are in dispute

- 3.3 Not to permit cause or suffer any dwelling constructed on the Property to be occupied until the aforesaid proposals and specification have been approved.
- 3.4 That following the approval or deemed approval of the Open Space Scheme hereafter called 'the Approved Specification' in accordance with paragraph 3.3 above
 - 3.4.1 to implement and complete the Approved Specification to the reasonable satisfaction of the Development Control Manager as follows:
 - 3.4.1.1 for the Open Space prior to the occupation of the first Dwelling to be erected on the Property
 - 3.4.1.2 for the Children's Play Area immediately following the expiration of the twelve month maintenance period referred to in paragraph 3.4.2 below.

- 3.4.2 to maintain each area of Open Space in good condition for a period of twelve months from the date of completion of the Approved Specification works to the reasonable satisfaction of the Development Control Manager and to re-sow any grass and replace any trees plants or shrubs thereon that have died or become diseased within that period.
- 3.4.3 That immediately following the twelve months maintenance to establish or appoint a management company ("the Management Company") the appointment and terms of which shall first have been approved (such approval not to be unreasonably withheld or delayed) by the Council in writing to maintain the Open Space and the Children's Play Area in perpetuity in accordance with the Approved Specification PROVIDED ALWAYS that until such time as the areas of Open Space and / or the Children's Play Area shall have been transferred to the Management Company the Owners and Developer shall be responsible for the maintenance of the Open Space and the Children's Play Area.
- 3.4.4 That in calculating any service charge or other payment due from the owners or occupiers of individual dwellings in respect of the areas of Open Space the Owners or Developer or the Management Company shall only be entitled to levy any such charge against the Affordable Rented Dwellings as is reasonable in all the circumstances and has been agreed in advance with the Housing Association

PART 3

AFFORDABLE HOUSING

4 The Owners and the Developer covenant with the Council not to permit the occupation of more than 70% of the Open Market Dwellings until the Owners and/or the Developer: -

4.1 has constructed and completed and made available at their own cost the Discount for Sale Dwellings and the Affordable Rented Dwellings on the Property, ~~and~~

~~4.2 has paid to the Council the sum of Twenty Two Thousand Five Hundred Pounds (£22,500) as a commuted sum in lieu of the balance (0.35%) of affordable housing~~

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~~provision on the Property such sum to be used by the Council in accordance with the provisions of the Sixth Schedule ("the Affordable Housing Contribution")~~

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AFFORDABLE RENTED

4.2 The Owners and/or the Developer covenant with the Council to provide the Affordable Rented Dwellings in accordance with the provisions of this schedule as follows:-

4.2.1 to build the Affordable Rented Dwellings in accordance with such specifications and standards as may from time to time be published by the Housing Corporation and,

4.2.2 to ensure that no Open Market Dwelling is occupied until the he has entered an agreement with the nominated Housing Association and approved by the Council Solicitor (such approval not to be unreasonably withheld or delayed) for the construction by him for that Housing Association of the Affordable Rented Dwellings and the transfer of these Affordable Rented Dwellings to the Housing Association Provided That if the Council does not approve or notify the Owners and/or Developer of its approval to the Housing Association nominated by the Owners and/or Developer within 20 working days of such nomination the Owners and/or the Developer will be entitled to enter into negotiations with the nominated Housing Association.

4.2.3 to ensure that the Affordable Rented Dwellings to be built on the Property are completed and available for occupation prior to the occupation of seventy percent (70%) of the Open Market Dwellings

4.2.4 to offer to contract to transfer the Affordable Rented Dwellings on or before the occupation of ninety percent (90%) of the Open Market Dwellings to the Housing Association for a price which enables the Housing Association to charge an Affordable Rent

4.2.5 to ensure that it is a term of the sale of the Affordable Rented Dwellings that the Housing Association shall not dispose of or cause or permit the disposal of the Affordable Rented Dwellings other than for the purpose of providing

tenancies at an Affordable Rent to Eligible Occupiers as determined by The Fourth Schedule to this Agreement

4.2.6 that before the Affordable Rented Dwellings are transferred pursuant to clause 4.2.4 of this schedule they are fully serviced and accessible by vehicles and pedestrians.

4.2.7 to supply within 14 working days from the date of the transfer of the Affordable Rented Dwellings to the Housing Association a copy of that transfer to the Council.

4.3 In the event that the Owners and/or the Developer fails to transfer the Affordable Rented Dwellings to a Housing Association within six months of the Affordable Rented Dwellings being completed and available for occupation and the Council Solicitor acting reasonably is satisfied that the Owners and/or the Developer has used his reasonable endeavours to secure the transfer of the Affordable Rented Dwellings to a Housing Association the Owner and/or Developer will be entitled to dispose of the Affordable Rented Dwellings (or any individual Affordable Rented Dwellings that has / have not been transferred to a Housing Association) on the open market upon such terms as he thinks fit and shall pay to the Council within 28 working days of the sale of the final Affordable Rented Dwelling on the open market a commuted sum in lieu of the provision of the Affordable Rented Dwellings (or any individual Affordable Rented Dwellings that has / have not been transferred to a Housing Association) calculated in accordance with the Part 1 of the Fifth Schedule to this Agreement ("the Affordable Housing Commuted Sum").

THE DISCOUNT FOR SALE DWELLINGS

5 The Owners and the Developer covenant with the Council to provide the Discount for Sale Dwellings in accordance with the provisions of this schedule as follows: -

5.1 To build the Discount for Sale Dwellings on the Property

5.2 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 Owners and/or the Developer 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.

- 5.3 As a result of the marketing referred to at paragraph 5.2 above the Owners and/or the Developer will collate the details of any persons who may apply and who may subsequently be approved by the Housing Services Manager as Eligible Purchasers and will forward such details to the Housing Services Manager within 7 working days of receiving such details.
- 5.4 If the person or persons identified in accordance with paragraph 5.3 above are approved by the Housing Services Manager and shall produce a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Owners and/or the Developer shall offer to contract to sell a Discount for Sale Dwelling to the Eligible Purchaser.
- 5.5 The offer referred to at paragraph 5.4 above shall include but shall not be limited to the following terms:
 - 5.5.1 Each of the Discount for Sale Dwellings shall be offered for sale to the Eligible Purchaser at a price not exceeding the price shown for the relevant dwelling in the Seventh Schedule to this Agreement
 - 5.5.2 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 Owners' or Developer's solicitor to the Eligible Purchaser ("the Title Delivery Date")
- 5.6 The Owners and/or the Developer shall leave the or (as appropriate) each offer referred to at paragraph 5.4 above open for acceptance by the Eligible Purchaser for a period of two calendar month from the date of such offer.
- 5.7 In the event that an offer referred to in paragraph 5.4 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 5.6 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 5.9 below shall apply

- 5.8 If the Eligible Purchaser accepts the offer within the two month period provided by paragraph 5.6 above then the Owners and/or the Developer 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
- 5.9 If after the three months period referred to at paragraph 5.8 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 5.7 above then the following shall apply:
- 5.9.1 If the Marketing Period has not expired then the provisions of paragraphs 5.3 to 5.8 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Purchaser; or
- 5.9.2 If the Marketing Period has expired then the obligations set out in paragraphs 5.2 to 5.8 inclusive above shall cease to have effect and the provisions of paragraph 5.10 below shall apply in respect of those Discount for Sale Dwelling that have not been disposed of to a Eligible Purchaser .
- 5.10 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 5.5 to 5.8 inclusive above and in the event that any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the three month period specified in paragraph 5.8 for the sale of any of the Discount for Sale Dwellings then the following shall apply:
- 5.10.1 the Owners and/or the Developer will notify the Housing Services Manager in writing that the offers have been rejected or contracts have not been exchanged ("the Notification") and PROVIDED that the Housing Services Manager is satisfied that the Owners and/or the Developer has exhausted all possible means to dispose of the Discount for Sale Dwelling in accordance with the provisions set out above; then
- 5.10.2 the Owners and/or the Developer shall be at liberty to dispose of the relevant unit on the open market upon such terms as he thinks fit; and

5.10.3 the Owners and/or the Developer 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 1 of the Fifth Schedule ("the Affordable Housing Commuted Sum")

5.10.4 On payment of the sum referred to in paragraph 5.10.3 above the Owners and/or the Developer 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 5.10.3 above PROVIDED ALWAYS that the provisions of paragraph 5.11 shall continue to apply to any of the Discount for Sale Dwellings that have been disposed of to the Eligible Purchaser .

5.11 The following provisions shall apply and regulate the disposals of any of the Discount for Sale Dwellings to the Eligible Purchaser by the Owners and/or the Developer and any future disposals of the Discount for Sale Dwellings by a subsequent Eligible Purchaser The Owners and/or the Developer 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:

5.11.1 The Eligible Purchasers' Estate Interest in any of the Discount for Sale Dwellings disposed of in accordance with paragraphs 5.2 to 5.8 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing Services Manager being not more than the percentage of the Open Market Value of the relevant Discount for Sale Dwelling as set out in the Seventh Schedule to this Agreement

5.11.2 When the Discount for Sale Dwellings becomes available for resale the person seeking to re-sell ("the Vendor") will write to the Housing Services Manager informing him of the resale and agree with him the criteria which potential occupiers of the Discount for Sale Dwellings must satisfy ("the Agreed

Criteria”) The Vendor will thereafter write to such people (if any) nominated by the Housing Services Manager who satisfy the Eligibility’s criteria set out in the Fourth Schedule to this Agreement hereof giving sales details

5.11.3 The Discount for Sale Dwellings offered for sale from time to time shall not be offered other than to a person or persons residing within the district of Ryedale

5.11.4 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.

5.11.5 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 5.11.2 to 5.11.4 above and on either:

5.11.5.1 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 upon terms that are reasonably acceptable to the Vendor; or

5.11.5.2 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 5.11.2 to 5.11.4 (inclusive) above then the Vendor may dispose of his interest in the relevant unit to a person irrespective of his geographical area of residence who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the District of Ryedale Provided the Vendor obtains the confirmation of Housing Services Manager that such person satisfies the Occupancy Criteria as set out in paragraph 5 of the Fourth Schedule to this Agreement (save as to geographical area of residence)

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- 5.11.6 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 5.11.1 to 5.11.5 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
- 5.11.7 In the event of a disposal of 100% of the Open Market Value of the relevant unit pursuant to paragraph 5.11.6 above the Vendor shall pay a commuted sum to the Council for the attention of the Housing Services Manager calculated in accordance with Part 1 of the Fifth Schedule.
- 5.11.8 In the event of a disposal of the relevant unit on the open market in accordance with paragraphs 5.11.6 and 5.11.7 above such Discount for Sale Dwelling shall forthwith cease to be subject to the terms of this planning obligation.
- 5.11.9 In the event that paragraph 5.11.8 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.
- 5.11.10 For the purposes of this Agreement the Open Market Value shall 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.
- 5.12 For the avoidance of doubt the obligation on the Owners and/or Developer contained in paragraph 5.11 shall be deemed to be satisfied upon the Owners and/or Developer furnishing the Council with certified copies of the Discount for Sale Dwelling Assurances
- 5.13 In the event of a sale of a Discount for Sale Dwelling by a mortgagee in possession the Chargee shall prior to seeking to dispose of a Discount for Sale Dwelling pursuant to

any default under the terms of its mortgage or charge give not less than 3 month's prior written notice to the Housing Services Manager of its intention to dispose and :-

- 5.13.1 in the event that the Housing Services Manager responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Discount for Sale Dwelling can be made in such a way as to safeguard it as a Discount for Sale Dwelling then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer
- 5.13.2 if the Housing Services Manager does not serve its response to the notice served under Clause 5.13.1 within 3 months then the Chargee shall be entitled to dispose free of the restrictions set out in Clause 5.11 above
- 5.13.3 if the Housing Services Manager or any other person cannot within 3 months of the date of service of its response under Clause 5.13.1 secure such transfer then provided that the Chargee shall have complied with its obligations under Clause 5.13.1 the Chargee shall be entitled to dispose free of the restrictions set out in Clause 5.11. PROVIDED that in the event of a disposal of 100% of the Open Market Value of the relevant Discount for Sale Dwelling pursuant to this paragraph 5.13 the Chargee having exercised its power of sale shall in accordance with Section 105 of the Law of Property Act 1925 or such statutory modification or re-enactment thereof for the time being in force shall pay to the Council within 28 days following the disposal of the Discount for Sale Dwelling any money realised over and above the relevant percentage of the Open Market Value as stated in the Seventh Schedule to this Agreement and remaining after repayment of their loan and deduction of any other monies properly due to such Chargee under the terms of their legal charge
- 5.13.4 In the event that any monies are paid to the Council in accordance with Paragraph 5.13.3 above the Council will utilise those monies for the provision of affordable housing elsewhere in the District of Ryedale

PROVIDED THAT at all times rights and obligations in his Clause 5.13 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must

give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

PART 4

ECOLOGY

- 6 The First Owner covenants with the Council and the Developer as follows: -
- 6.11 To allow access to the Land for the purposes of great crested newt population monitoring, as stipulated within the Natural England European Protected Species Licence (EPSL) application for a period of at least three years from the spring of 2009.
- 6.12 To retain and maintain the two new great crested newt mitigation ponds shown on Figure E9 / E13 which are to be created as part of the mitigation package contained within the EPSL by ensuring that: -
- 6.12.1 they remain free of fish (of any species);
 - 6.12.2 no additional aquatic plant material is introduced;
 - 6.12.3 they are not in-filled; and
 - 6.12.4 excess aquatic plant material is removed at intervals during the late autumn in order to maintain a vegetation cover: open water ration of 1:1 (i.e to ensure that 50% of the ponds' surface remains as open water).
- 6.13 To ensure that the two new ponds and the existing pond shown on Figure E9 / E13 continuously hold sufficient water to maintain a sustainable newt population.
- 6.14 In the event that any of the ponds leak or otherwise not hold sufficient water to maintain a sustainable newt population this shall be corrected and the ponds re-lined if necessary.

THE FOURTH SCHEDULE

[Occupancy Criteria]

The Owners and / or Developer shall ensure the Affordable Rented Dwellings and the Discount for Sale Dwellings are occupied by persons

- 1 who have for a period of at least 2 years been ordinarily resident within the town of Pickering, or
2. who have been permanently employed in the town of Pickering for 2 years or more, or
- 3 if no such person qualifies under clauses 1 or 2 above for occupation a person ordinarily resident for a period of at least 2 years in any of the Parishes which adjoining the towns of Pickering
4. then any area in the District of Ryedale
- 5 if no such person qualifies under clause 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

THE FIFTH SCHEDULE
[Affordable Housing Commuted Sum]

PART 1

The commuted sum payable in lieu of Affordable Dwellings on the Property shall be calculated as follows:-

The Open Market Value of each relevant Affordable Dwelling

Minus

The purchase price of each relevant Affordable Dwelling as stated in this Agreement which would have been paid by the Housing Association or and Eligible Purchaser had the Affordable Dwelling been provided in accordance with the provisions of the Third Schedule.

PART 2

2 Determination of Open Market Value

- 2.1 For the purposes of Part 1 of this Schedule above the Open Market Value shall be agreed by the Owners and / or the Developer and the Council and in default of agreement determined by an independent chartered surveyor in accordance with clauses 4.11 and 4.12 of this Agreement.

THE SIXTH SCHEDULE

[The Council's Covenants]

AFFORDABLE HOUSING PROVISION

- 1 The Council covenants with the Owners and the Developer that: -
 - 1.1 the Affordable Housing Contribution and if applicable 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: -
 - 1.2 support for housing associations for both the development and acquisition of affordable housing including facilitating any necessary works of improvement or repair;
 - 1.3 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; grants to address fuel poverty and grant assistance to carry out essential repairs for vulnerable households and those on limited incomes;
 - 1.4 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;
 - 1.5 Support for the Rural Housing Enabler function at the Council
 - 1.6 It will provide the Owners and the Developer with prior written notification of where and how the Affordable Housing Contribution and if applicable the Affordable Housing Commuted Sum has been spent.
 - 1.7 In the event that all or part of the Affordable Housing Contribution and if applicable 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 person who paid the Affordable Housing Contribution and if applicable the Affordable Housing Commuted Sum or its nominee the amount (if any) of the Affordable Housing Contribution and if applicable

the Affordable Housing Commuted Sum which has not been committed provided that the Owner and Developer will not be entitled to claim any interest on such returned sum

- 2 The Council further covenants with the Owners and the Developer: -
 - 2.1 To remove from the Local Land Charges Register any entries relating to this Agreement as soon as possible after the obligation or obligations to which the entry or entries relates have been discharged
 - 2.2 To issue a receipt on request for the Highway Contribution and the Off-Site Public Open Space Contribution.
 - 2.3 Not to apply the Highway Contribution for any purposes other than towards the extension of the existing footpath along the north side of Ruffa Lane up to the junction of Whitfield Avenue the requirement for which arises from the Proposed Development
 - 2.4 Not to apply the Off-Site Public Open Space Contribution for any purposes other than towards enhancing and providing open space in the vicinity of the Property the need for which directly arises from the Proposed Development
 - 2.5 That it will provide the Owners and the Developer with prior written notification of where and how the Highway Contribution and the Off-Site Public Open Space Contribution have been spent.
 - 2.6 That in the event the Highway Contribution and the Off-Site Public Open Space Contribution or any part or parts thereof are not expended within five years of the date of payment then the sum or sums not expended will be repaid to the person who paid the sum or sums or its nominee.

THE SEVENTH SCHEDULE

[Discount for Sale Dwelling Transfer Prices]

DISCOUNT FOR SALE DWELLINGS

Transfer Prices

2 Bedroom Apartments (House Type E)	£60,000	(40% of Open Market Value)
2 Bedroom Apartments (House Type J)	£60,000	(42% of Open Market Value)
2 Bedroom House (House Type C)	£65,000	(37% of Open Market Value)
3 Bedroom House (House Type B)	£70,000	(34% of Open Market Value)

THE EIGHTH SCHEDULE
[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: 07/00869/MFUL

Proposal: Erection of 9 no. four bedroom dwellings, 29 no. three bedroom dwellings, 23 no two bedroom dwellings, garages, parking, public open space and formation of vehicular access and emergency access to include demolition of two dwellings (88 and 90 Whitfield Avenue)

at: Land Adj Whitfield Avenue Pickering North Yorkshire

for: CALA Homes Ltd

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 these listed development plan policies:

Ryedale Local Plan - Policy H1 - Housing land provision
Ryedale Local Plan - Policy H2 - Housing allocation Whitfield Ave, Pickering
Ryedale Local Plan - Policy H3 - Residential development within settlements
Ryedale Local Plan - Policy H4 - Public open space in residential developments
Ryedale Local Plan - Policy H5 - Public Open space
Ryedale Local Plan - Policy H6 - Access to the local highway network
Ryedale Local Plan - Policy H7 - Parking
Ryedale Local Plan - Policy H8 - Public rights of way and pedestrian facilities
Ryedale Local Plan - Policy U1 - On-site sewerage infrastructure
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal
Regional Spatial Strategy Policy H3 - Managing the release of housing land
Regional Spatial Strategy Policy H4 - Housing size, type and affordability
Regional Spatial Strategy Policy N1 - Biodiversity
Regional Spatial Strategy Policy S1 - Applying the Sustainable Development Principles
Regional Spatial Strategy - Policy S4 - Urban and Rural Design
Regional Spatial Strategy Policy P1 - Strategic patterns of development

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Wakefield
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APPN NO: 07/00869/MFUL

National Policy Guidance PPS1 - Delivery Sustainable Development 2005
National Policy Guidance PPS3 - 'Housing' 2006
National Policy Guidance PPS9 - Biodiversity and Geological Conservation

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 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
- 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 H7A (ii) of the Ryedale Local Plan
- 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 H7A (ii) of the Ryedale Local Plan

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APPN NO: 07/00869/MFUL

- 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 PPS1- Delivery Sustainable Development.

- 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, 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 NV7 of the Ryedale Local Plan

- 07 Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995, (or any Order revoking, re-enacting or amending that Order), no windows, other than those shown on the plans hereby approved, shall be formed in the walls or roof of the dwelling(s) hereby permitted without the prior written consent of the Local Planning Authority following a specific application in that respect.

Reason:- To safeguard the privacy and amenity of adjoining residents, and to accord with Policy H7 (iv) of the Ryedale Local Plan.

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- 08 Notwithstanding the submitted information, and prior to the commencement of the development, details of any upper floor windows in the western gables of dwellings on Plots 60, 58, 55, 54, 52 and 48 indicated on the site plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved window design shall remain in situ, unless with the prior written approval of the Local Planning Authority.

Reason:- To ensure the amenities of neighbouring residents are not adversely affected by overlooking, and to comply with the requirements of Policy H7 (iv) of the Ryedale Local Plan

- 09 Prior to the commencement of the development, details of existing and proposed land levels including floor and highway levels linked to an identifiable datum, shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- To ensure that the site is developed in a manner which respects the local landform, character of the area, minimises the impact of the development on the neighbouring property, and complies with the requirements of Policy H7 of the Ryedale Local Plan.

- 10 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 scale of not less than 1:500 showing the proposed highway layout, including dimensions of carriageway, footways, verge widths and visibility splays, the proposed buildings and structures, the proposed floor levels, driveways and the drainage and sewerage systems;

(ii) longitudinal sections to scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centreline and channel lines of each proposed road showing the existing ground level and proposed road level, and full details of surface water drainage proposals;

(iii) a typical highway cross-section to scale of not less than 1:50 showing a specification for the types of construction proposed for carriageways and footways/footpaths and when requested cross sections along the proposed roads showing the existing and proposed ground levels;

(iv) details of the method and means of surface water disposal;

(v) details of all proposed street lighting;

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

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

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

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

Reason:- To secure an appropriate highway construction to an adoptable standard, in the interests of highway safety and the amenity and convenience of highway users.

- 11 No dwelling to which this planning permission relates shall be occupied unless or until the carriageway and any footway/footpath from which it gains access is constructed to basecourse macadam level and of the 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 on 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.

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

Reason:- To ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity the development.

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- 13 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 in their withdrawal

Reason:- To ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety

- 14 Within six weeks of the substantial completion of the penultimate dwelling, all outstanding streetworks shall be completed to the satisfaction of the Local Planning Authority in consultation with the local Highway Authority.

Reason:- To secure an appropriate highway construction to an adoptable standard, in the interests of highway safety and the amenity and convenience of highway users.

- 15 No development shall occur until the section of Kells Lane from the eastern boundary of the development site up to and including its junction with Whinfield Avenue has been re-constructed in accordance with the specification of the Highway Authority, and as generally indicated on Drawing No. PD/SK/10 Rev A and SK/ROAD/101 Rev B.

Reason:- To ensure an appropriate highway construction to an adoptable standard, in the interests of highway safety, and the amenity and convenience of highway users.

- 16 Prior to the occupation of 45 or more dwellings on the site, the emergency access road indicated on the approved layout plan, with a minimum width of 3.7 metres and minimum centre line radius of 6m, shall be provided and available for use

Reason:- To ensure safe and appropriate access and egress to the properties, in the interests of highway safety and the convenience of prospective residents

- 17 Within six months of the substantial completion of the penultimate dwelling, traffic regulation measures considered appropriate to restrict the speed of traffic and to control parking on the highway shall be submitted in writing for consideration by the Local Planning Authority, in association with the local Highway Authority and thereafter be implemented by the applicant in accordance with the requirements as described by the subsequent making and sealing of the relevant Traffic Regulation Order.

Reason:- To secure an appropriate highway construction to an adoptable standard, in the interests of highway safety, and the amenity and convenience of highway users.

- 18 Development shall not commence until actual or potential land contamination at the site has been investigated, and a Phase I Desk Study Report has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and Planning Policy Statement 23. Should further intrusive investigation be recommended in the Phase I Report, development shall not commence until a Site Investigation Report and if required, a Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Submission of a validation report to be approved in writing by this Authority would be required on the completion of any remediation works.
- 19 Unless otherwise agreed in writing by the Local Planning Authority, no building or other obstruction shall be located over or within 3.0 (three) metres either side of the centre line of the sewer, which crosses the site.
- Reason:- In order to allow sufficient access for maintenance and repair work at all times.
- 20 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 comply with Policy U3 of the Ryedale Local Plan.
- 21 No development shall take place until details of the proposed means of disposal of foul and surface water run-offs, 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 comply with the requirements of Policies U3 and U4 of the Ryedale Local Plan.
- 22 Unless otherwise approved in writing by the Local Planning Authority, there shall be no piped discharge of surface water from the development, prior to the completion of the approved surface water drainage works and 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 comply with the requirements of Policies U3 and U4 of the Ryedale Local Plan.
- 23 Surface water from vehicle parking and hard-standing areas shall be passed through an interceptor of adequate capacity prior to discharge to the public sewer. Roof drainage should not be passed through any interceptor.
- Reason:- In the interests of satisfactory drainage, and to comply with the requirements of Policy U3 of the Ryedale Local Plan.

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- 24 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water regulation system has been submitted to and approved in writing by the Local Planning Authority. Such a scheme shall be implemented prior to the construction of any impermeable surfaces draining to the system unless otherwise agreed in writing by the Local Planning Authority.

Reason:- To prevent the increased risk of flooding, and to accord with PPS25 - 'Development and Flood Risk' 2006.

- 25 Prior to the commencement of the development, details of the layout and design of the children's play area including details of equipment and the drainage of the area shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- To ensure that the Public Open Space is delivered to a satisfactory standard, and to meet the requirements of Policy H14 of the Ryedale Local Plan.

- 26 Notwithstanding the submitted information and prior to the commencement of the development, details of the size and position of chimneys stacks associated with all dwellings proposed on the site shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- To ensure the proposal is developed in a manner that respects local distinctiveness and meets the requirements of Policy EQ (i) of the Ryedale Local Plan.

- 27 Unless otherwise agreed by the Local Planning Authority, no development shall take place within Q12465 until the commencement new mitigation measures have been undertaken and completed in accordance with the details within Section C of the Design & Access Statement and Bat and Great Crested Newt Supplementary Assessments, submitted as part of the planning application. Thereafter, the further mitigation measures stated in the above documents shall be completed in their entirety within a timescale to be submitted and approved in writing by the Local Planning Authority.

Reason:- To ensure that any impact on Great Crested Newts, a protected species is properly mitigated against.

- 28 Prior to the commencement of the demolition of 88 and 90 Whitfield Avenue, a further bat survey and any required mitigation measures shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- To identify clearly whether bats, a protected species, are present within the building and to mitigate if necessary against any harmful impact.

APPN NO: 07/00869/MFUL

INFORMATIVE(S)

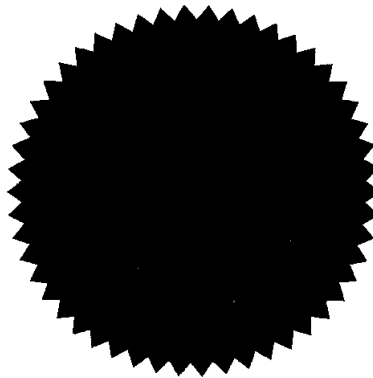
- 01 The details pursuant to Condition 08 should demonstrate that any windows in the stated gables shall not result in overlooking of property to the west of the site.
- 02 The applicant is advised that this decision notice should be read in conjunction with the Agreement made under Section 106 of the Town and Country Planning Act 1990

NO CONSENT OR APPROVAL 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

DEVELOPMENT CONTROL MANAGER

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



David Keal

Chairman

KA Woodrup
Council Solicitor

Minute P.98(2008)
Reg No.6271
Initials *cuw*

SIGNED as a Deed by the said)
DAVID WILLIAM ROSS)
in the presence of:)

David Ross

Signed *R. I. Bell*

Print Full Name *RICHARD IAN BELL*

Address *32 QUEEN STREET,
SCARBOROUGH, YORKSH*

Occupation *SOLICITOR*

SIGNED as a Deed by the said)
MARGARET ROSEMARY FIELDEN) *M Ross*
ROSS)
in the presence of:)

Signed *R. I. Bell*

Print Full Name *RICHARD IAN BELL*

Address }
AS BEFORE

Occupation }

SIGNED as a Deed by the said) *D P Harper*
DOREEN PHYLLIS HARPER)
in the presence of:)

Signed *Kary Chappell*
Schiller with
Hague & Co

Print Full Name

Address

Occupation

SIGNED as a Deed by the said
BRENDA MATTINSON
in the presence of:

) B Mattinson
)
)

Signed

Olav Chappell
Solicitor with
Hague & Co

Print Full Name

Address

Occupation

Executed and Delivered as a Deed by) B M. D P H
 CALA HOMES (YORKSHIRE) LIMITED)
 acting by two duly authorised officers its)
 attorneys [JOHN SILBERT] and)
 [MATTHEW SACCAVOLA] in the presence)
 of :-)

Business sign x [Signature] x
 Name x REWSEN BELLAMY x
 Address x 146 TOWNSEND ROAD x
 TIDDNANTON x
 STRATFORD UPON AVON . x

x Attorney [Signature] x
 x Attorney [Signature] x