

THIS DEED is made the 04 day of September 2013

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 **LANGLEYS SOLICITORS LLP** of Queens House, Micklegate, York, YO1 6WG and **MARY SUSAN MARGARET HENRY** of Manor Farm, Low Street, Nunnington, York, YO6 5UX as Trustees of the Nunnington Settlement Trust ("Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site.
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 **DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" the Town and Country Planning Act 1990.

"Affordable Homes Programme – Framework" means the 2011 – 15 Affordable Homes Programme – Framework produced by the Department of Communities and Local Government and the Homes and Communities Agency;

"Social Rent" means a rent which is comparable to the average rents charged in the Ryedale District Council administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area prior to the introduction of the 'Affordable Homes Programme Framework' and which sum shall be agreed for lettings between the Housing Services Manager the Owner and the Affordable Housing Provider and thereafter any increases or decreases in

accordance with the Homes and Communities Agency's guidance at the time and approved in writing by the Council

"Social Rented Dwellings"	means the 2no two bedroom dwelling being Plots 2 and 3 of and forming part of the Development constructed in accordance with the provisions of the Third Schedule to this Agreement and made available at Social Rent on Assured Tenancies
"Affordable Housing Units"	means the Social Rented Dwellings and the Intermediate Affordable Dwelling together shown edged in green on drawing number N/08/01/EG08 annexed to this Agreement
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 09/00072/FUL.
"Assured Tenancy"	means a tenancy within the terms of the Housing Act 1988 as amended.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
Council Solicitor	means the Council Solicitor 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;

"Development"	the erection of 2 no. three bedroom dwellings with attached garages and terrace of 3 no. two bedroom dwellings and change of use and alteration of estate buildings to form 1 no. two bedroom dwelling with adjacent studio and double garage and 1 no. two bedroom dwelling with single storey extension together with parking spaces, amenity areas and alteration to existing vehicular access.
"Eligible Occupier"	means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement
"The Affordable Housing Provider"	Means the Yorkshire Housing Association or an alternative affordable Housing Provider registered with the Homes and Communities Agency under the Housing and Regeneration Act 2008 and approved in writing by the Housing Services Manager
"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 Affordable Dwelling"	means 1no two bedroom unit being Plot 1 of and forming part of the Development constructed in accordance with the provisions of the Third Schedule and 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 of 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, may include any initiative subject to receipt of Homes and Communities Agency funding 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 Eligible

Occupiers reference to "**Affordable / Intermediate Dwelling**" shall be construed accordingly;

'Affordable/ Intermediate Rent'

means: -

1. an intermediate rent set at 80% of the open market rent for Nunnington ("Intermediate Rent"); or
2. in the event that an 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 Nunnington ("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;

"Interest"

interest at 4 per cent above the base lending rate of the National Westminster Bank Plc from time to time.

"Market Dwellings"

means those units to be constructed on the Site excluding the Affordable Housing Units 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 relevant 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 knowledgeably, prudently and without compulsion;

"Plan"

the plan attached to this Deed.

"Planning Permission"

the full planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule.

"Site" the land against which this Deed may be enforced as shown edged red on the Plan.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act [Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000].
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) The grant of the Planning Permission; and
- (ii) The Commencement of Development

Save for the provisions of Clauses 6.1, 8, 11, 12 and 13 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Third Schedule.

6 MISCELLANEOUS

6.1 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.

6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

6.3 This Deed shall be registrable as a local land charge by the Council.

6.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall unless otherwise specified be given on behalf of the Council by the Head of Planning;

And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

6.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

9 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

10 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

11 DISPUTE PROVISIONS

11.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

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- 11.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 11.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 11.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief in respect of matters falling outside the scope of the dispute provisions contained in clauses 11.1 to 11.4 hereof or where it is consistent with the decision of an expert in accordance with clause 11.3 hereof

12 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

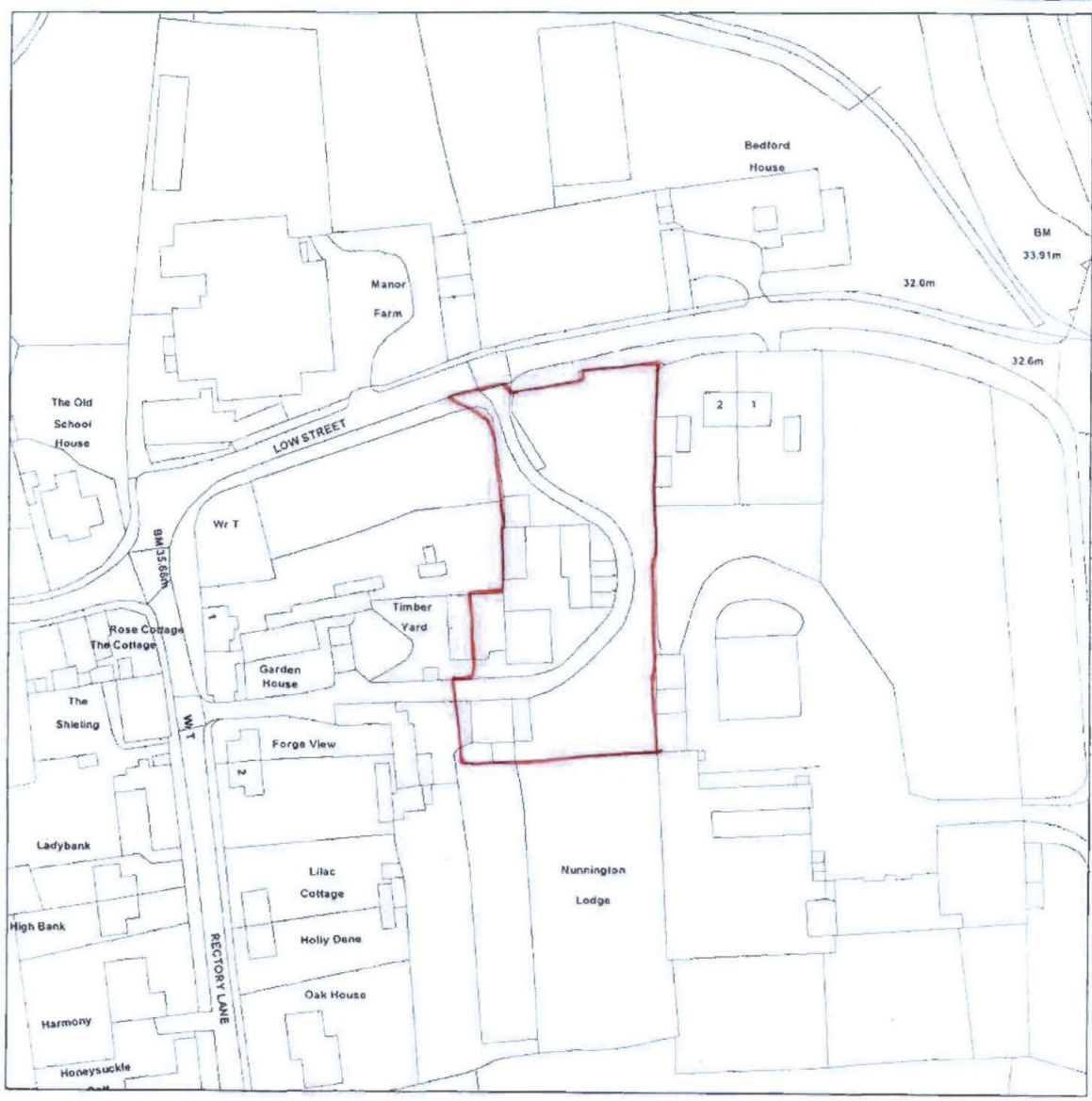
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

KAWinski
M. O. G.
Trustee

C. V.
Trustee



Not Set



Scale : 1:1250

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Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	24 August 2009
SLA Number	Not Set.

FIRST SCHEDULE

The Site

Land and buildings at Diamond Farm, Low Street, Nunnington, York and shown for the purposes of identification edged red on the Plan



SECOND 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: 09/00072/FUL

Proposal: Erection of 2 no. three bedroom dwellings with attached garages and terrace of 3 no. two bedroom dwellings and change of use and alteration of estate buildings to form 1 no. two bedroom dwelling with adjacent studio and double garage and 1 no. two bedroom dwelling with single storey extension together with parking spaces, amenity areas and alteration to existing vehicular access.

at: Land And Buildings At Diamond Farm Low Street Nunnington York

for: Nunnington Settlement Trustees

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:

Ryedale Local Plan - Policy ENV2 - Development in the Howardian Hills AONB
Ryedale Local Plan - Policy ENV5 - Visually Important Undeveloped Areas
Ryedale Local Plan - Policy ENV7 - Landscaping
Ryedale Local Plan - Policy H7 - Residential development within settlements
Ryedale Local Plan - Policy H14 - Public open space in residential developments
Ryedale Local Plan - Policy T3 - Access to the local highway network
Ryedale Local Plan - Policy T7 - Parking
National Policy Guidance - PPS1 - 'Delivering Sustainable Development' 2005
National Policy Guidance - PPS3 - 'Housing' 2006
National Policy Guidance - PPG15 - 'Planning and the Historic Environment' 1994

and taking into account the following:

The site lies within the development limits for Nunnington as defined in the Ryedale Local Plan, as such the principle of the development is acceptable. The development is in keeping with the character of the conservation area, and it is not considered that it will have a significant adverse impact on the existing amenities of neighbouring occupiers. There are no objections from neighbours or statutory consultees that would warrant refusing the application. As such, the development accords with policy.

Nunnington Settlement Trustees
C/O Peter Greenwood & Co (Mr J Bradley)
15/17 High Street
Boroughbridge
North Yorkshire
YO51 9AW

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 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

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

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

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

- 04 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

- 05 Notwithstanding the approved drawing No. N08/01/EG08 Rev D, the trees to be retained both on the site, and on adjacent land bounding the site, shall be protected during the construction of the development by measures referred to in an Arboricultural Method Statement to be submitted to the Local Planning Authority for approval in writing prior to the commencement of the development including any site clearance. The submitted method statement shall include details of the following where applicable with reference to the recommendations within BS 5837:2005 'Trees in relation to construction - Recommendations':

A statement saying that the method statement will form part of the specifications and costings for the development

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- Pre-start site meeting with all involved parties
- Methodology for site clearance within tree protection zones
- Schedule of any necessary tree surgery works (prior to or on completion of construction works).
- Tree protection Zone (TPZ) (distances, type of Protective fencing etc)
- Specification for surface changes
- Specification for level changes
- Trenching (methods) e.g. air spade
- Areas for storage of materials and mixing
- Service plans
- Location of bonfires, chemicals etc
- Contingency Plans (chemical spillage, collision, emergency access to the TPZ)
- Post construction landscaping near trees.
- Tree planting
(site preparation near trees)
- Contact listing (council, arboriculturist, architect etc)

Reason:- To ensure that the trees to be retained, both on-site and off-site, which are within a statutory conservation area, are appropriately protected in accordance with recognised arboricultural techniques throughout the development phase and to ensure that the trees to be retained survive the development process, and in the interests of visual amenity, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

- 06 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works or the depositing of material on the site, unless the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

- (1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
 - (a) the proposed highway layout including the highway boundary
 - (b) dimensions of any carriageway, cycleway, footway, and verges
 - (c) visibility splays

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- (d) the proposed buildings and site layout, including levels
 - (e) accesses and driveways
 - (f) drainage and sewerage system
 - (g) lining and signing
 - (h) traffic calming measures
 - (i) all types of surfacing (including tactiles), kerbing and edging.
- (2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:
- (a) the existing ground level
 - (b) the proposed road channel and centre line levels
 - (c) full details of surface water drainage proposals.
- (3) Full highway construction details including:
- (a) typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
 - (b) when requested cross-sections at regular intervals along the proposed road showing the existing and proposed ground levels
 - (c) kerb and edging construction details
 - (d) typical drainage construction details.
- (4) Details of the method and means of surface water disposal.
- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy and to secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.

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- 07 No dwelling to which this planning permission relates shall be occupied 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 completion of all road works, including any phasing, shall be in accordance with a programme approved in writing with the Local Planning Authority in consultation with the Highway Authority before the first dwelling of the development is occupied.

Reason:- In accordance with Policy and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

- 08 There shall be no access or egress by any vehicles between the highway and the application site until full details of any measures required to prevent surface water from non-highway areas discharging on to the existing or proposed highway together with a programme of their implementation have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The works shall be implemented in accordance with the approved details and programme.

Reason:- In accordance with Policy and in the interests of highway safety.

- 09 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works until:

(i) The details of the required highway improvement works, listed below, have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

(ii) An independent Stage 2 Safety Audit has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations.

(iii) A programme for the completion of the proposed works has been submitted.

The required highway improvements shall include:

- (a) Provision of tactile paving
(b) Pedestrian crossing point and drainage alterations as generally shown on Drg. No. N/08/01/EG08 Rev A

Reason:- In accordance with Policy and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

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- 10 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 09 above:

Pedestrian crossing point and drainage alterations as generally shown on Drg. No. M/08/01/EG08 Rev A.

Reason:- In accordance with Policy and in the interests of the safety and convenience of highway users.

- 11 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing N/08/01/EG08 Rev A. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

- 12 There shall be no access or egress by any vehicles between the highway and the application site until details of the precautions to be taken to prevent the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority in consultation with the Highway Authority. These precautions shall be made available before any excavation or depositing of material in connection with the construction commences on the site, and be kept available and in full working order and used until such time as the Local Planning Authority in consultation with the Highway Authority agrees in writing to their withdrawal.

Reason:- In accordance with Policy and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

- 13 Unless approved otherwise in writing by the Local Planning Authority, there shall be no establishment on a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction of the site, until proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of:

(i) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway

(ii) on-site materials storage area capable of accommodating all materials required for the operation of the site.

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The approved areas shall be kept available for their intended 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:- In accordance with Policy and to provide for appropriate on-site vehicle parking and the storage facilities, in the interests of highway safety and the general amenity of the area.

- 14 Development shall not commence until actual or potential land contamination at the site has been investigated and a Phase 1 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 1 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, for approval by this Authority would be required on completion of any remediation works.

Reason:-

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

Reason:- In the interests of the satisfactory drainage of the site and to comply with Policy U4 of the Ryedale Local Plan.

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

Reason:- In the interests of the satisfactory drainage of the site and to comply with Policy U4 of the Ryedale Local Plan.

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

Reason:- In the interests of the satisfactory drainage of the site and to comply with Policy U4 of the Ryedale Local Plan.

- 18 Unless otherwise agreed in writing by the Local Planning Authority, the access road shall be constructed from stone setts. Details of which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason:- In the interests of visual amenity, and to satisfy the requirements of PPSS - 'Planning for the Historic Environment'.

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- 19 There shall be no external lighting of the new access road or any public areas, unless otherwise agreed in writing by the Local Planning Authority.

Reason:- In the interests of visual amenity, and to satisfy the requirements of PPS5 - 'Planning for the Historic Environment'.

- 20 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:- In the interests of the amenities of future occupiers, the character of the area, and to satisfy the requirements of PPS5 - 'Planning for the Historic Environment'.

- 21 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 PPS5 - 'Planning for the Historic Environment'.

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

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

INFORMATIVE(S)

- 01 In imposing condition 06 above, it is recommended that before a detailed planning submission is made, a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.

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APPN NO: 09/00072/FUL

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.

HEAD OF PLANNING

DRAFT

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THIRD SCHEDULE
THE OWNER'S COVENANTS WITH THE COUNCIL

1. Off-Site Public Open Space Commuted Sum

- 1.1 The Owner covenants with the Council not to commence construction of more than 3 of the dwellings on the Site until the sum of Fourteen Thousand Five Hundred pounds (£14,500) has been paid to the Council for enhancing and providing open space in the vicinity of the Property.

2 Affordable Housing

- 2.1 The Owner covenants to provide three Affordable Housing Units in accordance with the provisions of this Part 2 of this schedule.
- 2.2 The Owner covenants:-
- 2.2.1 to build the Social Rented Dwellings and the Intermediate Affordable Dwelling in accordance with specifications to be agreed with the Affordable Housing Provider and,
 - 2.2.2 to ensure that no Market Dwelling is completed until he has entered an agreement with the Affordable Housing Provider and approved by the Council Solicitor for the construction of and transfer by him of the Affordable Housing Units to the Affordable Housing Provider.
 - 2.2.3 not to permit occupation of the third Market Dwelling until the Affordable Housing Units to be built on the Site are completed and available for occupation
 - 2.2.4 not to permit occupation of the fourth Market Dwelling until the Social Rented Dwellings are transferred to the Affordable Housing Provider for a price which enables the Affordable Housing Provider to charge a Social Rent
 - 2.2.5 not to permit occupation of the fourth Market Dwelling until the Intermediate Affordable Dwellings have been transferred to the Affordable Housing Provider for a price which enables the Affordable Housing Provider to charge an Intermediate Affordable Rent
 - 2.2.6 to ensure that it is a term of the sale of the Social Rented Dwellings that the Affordable Housing Provider shall not dispose of or part with possession of or cause or permit the disposal or parting with the possession of the Social Rented

Dwellings other than by way of the grant of for the purpose of providing tenancies at a Social Rent to Eligible Occupiers

2.2.7 to ensure that it is a term of the sale of the Intermediate Affordable Dwelling that the Affordable Housing Provider shall not dispose of or part with possession of or cause or permit the disposal or parting with possession of the Intermediate Affordable Dwelling other than as an Intermediate Affordable Dwelling to Eligible Occupiers

2.2.8 that before the Affordable Housing Units are transferred pursuant to clauses 2.2.4 and 2.2.5 of this schedule they are fully serviced and accessible by vehicles and pedestrians.

2.2.9 to supply within 14 working days from the date of the Transfer transferring the Affordable Housing Units to the Affordable Housing Provider a copy of that Transfer to the Council.

2.3 In the event that the Owner fails to transfer the Affordable Housing Units to an Affordable Housing Provider pursuant to clauses 2.2.4 and 2.2.5 of this schedule and the Council Solicitor is satisfied that the Owner has exhausted every reasonable avenue available to him to secure the transfer over a period not exceeding 12 months from the date when agreement has been entered into pursuant to clause 2.2.2 above the Owner may dispose of the Affordable Housing Units or Unit as appropriate on the open market on such terms as he thinks fit and without the need to comply with clauses 2.2.6 and 2.2.7 of this schedule provided that the Owner pays to the Council a commuted sum in lieu of the provision of the Affordable Housing Units or Unit as appropriate calculated in accordance with the provisions of the Fifth Schedule to this Agreement within 28 days of the date of completion of the sale of each Unit(s) on the open market and following receipt of payment by the Council the restrictions on the occupation of the Market Dwellings contained in clauses 2.2.4 and 2.2.5 of this schedule shall cease to apply

FOURTH SCHEDULE

ELIGIBILITY CRITERIA

Rent or Purchase by persons:

- 1.1 who have been ordinarily resident in the parishes of Nunnington, including East and West Ness, Stonegrave and Cawton for three years immediately prior to their application, then if no such person
- 1.2 those who have been permanently employed in the parishes of Nunnington, including East and West Ness, Stonegrave and Cawton for three years immediately prior to their application, then if no such person
- 1.3 former residents of the parishes of Nunnington, including East and West Ness, Stonegrave and Cawton who have resided within these parishes for three continuous years in the 10 years immediately preceding their application and whose case is accepted in writing by the Housing Services Manager as having a need to return to the above parishes, then if no such person
- 1.4 those who have been ordinarily resident in the parishes of South Holme and Salton who have resided within the parishes for three years immediately prior to their application, then if no such person
- 1.5 those who have been permanently employed in the parishes of South Holme and Salton for three years immediately prior to their application, then if no such person
- 1.6 those whose parents, children or siblings have been ordinarily resident within any of the above parishes for five years immediately prior to the application and whose case is accepted by the Housing Services Manager as having a need to return to the above parishes, then if no such person
- 1.7 those ordinarily resident in the district of Ryedale who have resided in the district for a period of three years immediately prior to their application.

FIFTH SCHEDULE

AFFORDABLE HOUSING COMMUTED SUM

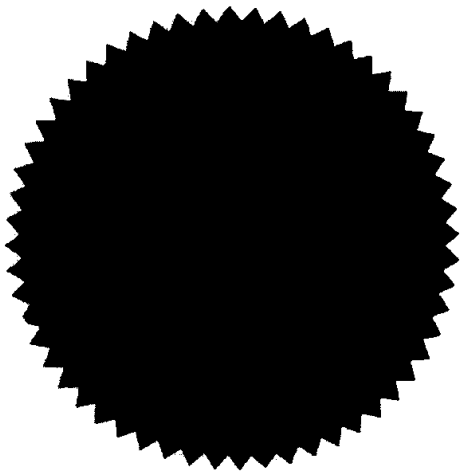
1. The commuted sum payable in lieu of the Affordable Housing Units shall be calculated as follows:-

The Market Value of the Affordable Housing Unit at the time that the Unit is offered for sale

minus

The purchase price of the Affordable Housing Unit which would have been paid by the Housing Association as appropriate had the Affordable Housing Unit been transferred to the Affordable Housing Provider in accordance with the provisions of the Third Schedule.

EXECUTED AS A DEED BY
AFFIXING
THE COMMON SEAL OF
RYEDALE DISTRICT COUNCIL
Authenticated by:



Minute 26/2009
Reg No. 6436
Initials CS

Chairman:

[Handwritten signature]

Council Solicitor:

EXECUTED AS A DEED BY
AFFIXING ~~THE COMMON SEAL OF~~ ^{TRUSTEES}
NUNNINGTON SETTLEMENT TRUST
Authenticated by:

[Handwritten signature] (JKS)

[Handwritten signature] (JKS)

WITNESS
Trustee:

[Handwritten signature: James Bradley]
JAMES BRADLEY
43 KINGS MEAD
LIPON N YORKS
CHARTERED SURVEYOR.

Trustee:

DATED 04 September

2013

CS

THE RYEDALE DISTRICT COUNCIL

and

NUNNINGTON SETTLEMENT TRUST

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 Diamond Farm, Low Street, Nunnington, York in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON