

DATED

23rd January

2012

THE RYEDALE DISTRICT COUNCIL

and

BIRDSALL ESTATES COMPANY LIMITED

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 at Manor Farm, Main Street, Scagglethorpe, Malton
in the County of North Yorkshire

K A Winship
Council Solicitor
MALTON

"Development"	the Development of the Site for change of use of agricultural buildings to form 1no. three bedroom dwelling with attached double garage, erection of 2no. five bedroom dwellings with detached double garages, 1no. five bedroom dwelling with attached double garage, 1no. four bedroom semi-detached dwelling with attached single garage, 1no. three bedroom semi-detached dwelling with attached single garage and a terrace comprising of 3no. two bedroom dwellings and 1no. three bedroom dwelling with parking spaces together with formation of vehicular access.
"Eligible Occupier"	means a person or household identified in accordance with the provisions of the Seventh Schedule to this Agreement
"Affordable Housing Provider"	any Affordable Housing Provider or social landlord registered with the Homes and Communities Agency (formerly the Housing Corporation) under the Housing and Regeneration Act 2008; or a Registered Provider approved in writing by the Housing Services manager and "Affordable Housing Providers" shall be construed accordingly
"Intermediate Affordable Dwelling"	" means 1no. 2 bedroom unit being Plot 6 of and forming part of the Development constructed in accordance with the provisions of Part 2 of the Third Schedule and to be made available as shared ownership housing or shared equity housing or such other form of intermediate affordable housing that meets the criteria of Annex B to PPS3 (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 or such other funding that is in accordance with government policy relating to Affordable Housing Provider rent levels at the time and first approved in writing by the Council suitable for those unable to meet their housing needs on the open market such properties to be made available at an Intermediate Rent to Eligible Occupiers in accordance with the Affordable Housing Providers policy
"Intermediate/Affordable Rent"	means an intermediate rent set up to 80% of the open market rent for Scagglethorpe 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.
"Plan"	the plan attached to this Deed.

THIS DEED is made the 23rd day of January 2012

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 **THE BIRDSALL ESTATES COMPANY LIMITED** Registered Office, The Estate Office, Birdsall, Malton YO17 9NU (Company Registration Number 228813) ("the 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 Registered at H M Land Registry under title number NYK381763.
- 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:

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| "Act" | the Town and Country Planning Act 1990. |
| "Affordable Housing Units" | means the Social Rented Dwellings and the Intermediate Affordable Unit together |
| "Application" | the application for full planning permission submitted to the Council for the Development and allocated reference number 09/01306/MFUL. |
| "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. |

"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 described in the First Schedule
"Social Rent"	means a rent which is comparable to the rents charged in the Ryedale District Council administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager the Owner and the Affordable Housing Provider and thereafter any increases or decreases in accordance with the Tenant Services Authority guidance at the time.
"Social Rented Dwellings"	means the 1no three bedroom dwelling and the 2no. two bedroom dwellings being Plots 7-9 of and forming part of the Development constructed in accordance with the provisions of the Third Schedule to this Agreement to be let on Assured Tenancies to Eligible Occupiers

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 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.

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.

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.

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.

FIRST SCHEDULE

The Site

Land and buildings at Manor Farm, Main Street, Scagglethorpe, Malton, North Yorkshire registered at HM Land Registry with Title Number NYK381763 and shown for the purposes of identification edged red on the Plan

SECOND SCHEDULE
[Form of notice of planning permission]

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: 09/01306/MFUL

Proposal: Change of use and alteration of agricultural buildings to form 1 no. three bedroom dwelling with attached double garage, erection of 2 no. five bedroom detached dwellings with detached double garages, 1 no. five bedroom detached dwelling with attached double garage, 1 no. four bedroom semi-detached dwelling with attached single garage, 1 no. three bedroom semi-detached dwelling with attached single garage and a terrace comprising of 3 no. two bedroom dwellings and 1 no. three bedroom dwelling with parking spaces together with formation of vehicular access

at: Land And Buildings At Scagglethorpe Manor Farm Main Street Scagglethorpe Malton North Yorkshire

for: Mr J Willoughby

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 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
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal
Regional Spatial Strategy - Policy ENV8 - Biodiversity
Regional Spatial Strategy - Policy H1 - Provision and Distribution of Housing
Regional Spatial Strategy - Policy H4 - The Provision of Affordable Housing
Regional Spatial Strategy - Policy H5 - Housing Mix
National Policy Guidance - PPS1 - 'Delivering Sustainable Development' 2005
National Policy Guidance - PPS3 - 'Housing' 2006
National Policy Guidance - PPS7 - 'Sustainable Development in Rural Areas' 2004
National Policy Guidance - PPS9 - 'Biodiversity and Geological Conservation' 2005

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This planning application is approved subject to conditions and a s106 legal agreement because the proposed residential development in terms of its siting, scale, layout and design is considered to be in keeping with the character of the settlement. The development will also provide four affordable units which will meet the housing need requirement in the village and provide a commuted sum payment towards public open space. The proposed development is considered to provide a satisfactory level of residential amenity and not have a material adverse effect upon the amenity of the adjoining properties. Neither is the proposed considered to be prejudicial to highway safety or local ecology. The proposed is also considered to satisfy the stated planning policies and development plan policies.

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 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.

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

Reason:- The site is of archaeological interest and investigation/protection and observation of the site is required by PPG 16 - Archaeology and planning

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

Reason: To enhance the appearance of the development hereby approved and to comply with the requirements of Policy ENV7 of the Ryedale Local Plan

- 07 The existing brick wall on the northern elevation shall be permanently retained and a management and repair plan for the aforementioned wall shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development hereby approved

Reason: In order to protect the amenity of the adjoining property and to satisfy Policy H7A (iv) of the Ryedale Local Plan

- 08 Prior to the commencement of the development hereby approved a 20 year management plan for the landscaping undertaken as part of this planning permission shall be submitted to and approved in writing by the local Planning Authority. The development shall thereafter be undertaken in strict accordance with the plan thereby agreed

Reason: In order to protect the landscaping on the site and in the interest of visual amenity and to comply with Policy ENV7 and Policy H7 of the Ryedale Local Plan

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- 09 All first floor and landing/ stair windows on the northern elevations of plots 3,4 and 5 (shown as plan W50/02/03 Rev D) shall be permanently obscure glazed with opaque, stained or obscure glazing with details to be submitted and agreed in writing with the Local Planning Authority prior to commencement of the development hereby approved. Thereafter the development shall be undertaken in accordance with the details thereby agreed.

Reason: In order to satisfy Policy H7 A (iv) of the Ryedale Local Plan and to protect the amenity of the adjoining neighbours

- 10 Unless otherwise agreed in writing with the Local Planning Authority the development hereby approved shall be carried out in strict accordance with the Countryside Management Officer's response dated 12 February 2010.

Reason: In order to fully take account and encourage any protected species that may be using the site and to satisfy PPS9.

- 11 Prior to the commencement of the development hereby approved precise details of the ground surfacing materials shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure a satisfactory external appearance and to satisfy Policy H7 of the Ryedale Local Plan.

- 12 Development shall not commence until actual or potential land contamination at the site has been investigated and Phase 1 Desk Study Report has been submitted and approved in writing by the Local Planning Authority. 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 Statement have been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 an Planning Policy statement 23. Submission of verification report to be approved in writing by the local Planning Authority will be required on the completion of any remedial work

Reason: In order to fully take account of any potential contamination and to satisfy PPS23

- 13 Unless otherwise agreed in writing with the Local Planning Authority prior to the commencement of the development hereby approved precise details of the existing grounds levels across the site and the proposed finished ground floor levels measured in relation to a recognised datum point shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be undertaken in full accordance with the details thereby agreed

Reasons: In order to ensure a satisfactory appearance and to protect the amenity of surrounding properties and to satisfy Policy H7 of the Ryedale Local Plan.

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- 14 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 in relation to only Plots 3, 4, 5, 6, 7, 8, 9 and the barn conversion adjacent to Main Street as shown on the proposed site plan (Ref 250/02/03 Rev D) following a specific application in that respect;

Class A: Enlargement, improvement, or alteration of a dwelling house;
Class B: Roof alteration to enlarge a dwelling house;
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 prejudicial by the introduction of unacceptable materials and/ or structure (s) and to satisfy Policy H7A (i) and (ii) of the Ryedale Local Plan

- 15 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 under condition 12 in respect of Plots 3,4 and 5, and the barn conversion adjacent to Main street, shall be formed in the walls or roof of the buildings, 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 the amenity of adjoining residents and to satisfy Policy H7A (iv) of the Ryedale Local Plan.

- 16 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

- 17 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

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- (b) dimensions of any carriageway, cycleway, footway, and verges
 - (c) visibility splays
 - (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 I3 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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- 18 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 T3 and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents

- 19 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 T3 and in the interests of highway safety.

- 20 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.

(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) A nominal 2.0 metre wide kerbed footway northwards from the proposed junction up to the northern extremity of the site frontage, together with provision of positive drainage to the adjacent carriageway and making good of the carriageway edge.

Reason:- In accordance with Policy T3 and Policy T10 of the Ryedale Local Plan and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users

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- 21 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing W50/02/03 Rev D. 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 I7 of the Ryedale Local Plan 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

- 22 Notwithstanding the provisions of the Town & Country Planning General Permitted Development Order 1995 or any subsequent Order, the garage(s) shall not be converted into domestic accommodation without the granting of an appropriate planning permission.

Reason:- In accordance with Policy I7 of the Ryedale Local Plan and to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity of the development

- 23 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 21

Reason:- In accordance with Policy T3 and T10 of the Ryedale Local Plan and in the interests of the safety and convenience of highway users

- 24 Unless otherwise agreed in writing with the local Planning Authority all doors and windows on elevations of the building(s) adjacent to the existing and/or proposed highway shall be constructed and installed, such that from the level of the adjacent highway for a height of 2.4 metres they do not open over the public highway, and above 2.4 metres no part of an open door or window shall come within 0.5 metres of the carriageway. Any future replacement doors and windows shall also comply with this requirement.

Reason:- In accordance with Policy T10 and Policy T3 of the Ryedale Local Plan and to protect pedestrians and other highway users.

- 25 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 LP 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 I7 and Policy I3 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.

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

W50/02/03 Rev D
W50/02/05 REV A
W50/02/06 REV A
W50/02/10 REV A
W50/02/16
W50/02/12 REV C
W50/02/09 REV B
W50/02/15 REV A
W50/02/08 REV B
W50/02/07 REV A
W50/02/11 REV A
W50/02/13

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

INFORMATIVE(S)

- 01 You should satisfy yourself, prior to commencement of any work related to this project, that no part of the works hereby approved (including foundations and/or guttering) extended onto or over adjoining land unless you have first secured the agreement of the appropriate landowner(s)
- 02 The developer/ applicant is advised that this permission is subject to a legal agreement dated ***** relating to an open spaces payment and affordable housing.
- 03 The developer/ applicant is advised to consider the consultation response of Yorkshire Water dated 25 February 2010.
- 04 In imposing condition 18 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.

Mr J Willoughby
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Paddock House
10 Middle Street South
Driffield
East Yorkshire
YO25 6PT

APPN NO: 09/01306/MFUL

- 05 The local Highway Authority recommends that there shall be no HCVs brought onto the site until a survey recording the condition of the existing highway has been carried out in a manner approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 06 The Local Highway Authority there must be no works in the existing highway until on Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.

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

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THIRD SCHEDULE
THE OWNER'S COVENANTS WITH THE COUNCIL

Part 1

COMMUTED SUM

The Owner covenants with the Council not to commence construction of more than 3 of the dwellings on the Site until the sum of Twenty One Thousand Two Hundred and Fifty pounds (£21,250) has been paid to the Council for enhancing and providing open space in the vicinity of the Property.

Part 2

1 THE OWNER COVENANTS WITH THE COUNCIL

The Owner covenants to provide four Affordable Housing Units in accordance with the provisions in Parts and 2 to this schedule.

The Owner covenants:-

- 1 1 to build the Social Rented Dwellings and the Intermediate Affordable Dwelling in accordance with such specifications and standards as are acceptable to the nominated Affordable Housing Provider and,
 - 1.1.1 to ensure that no Open Market Dwelling is completed until the he has entered an agreement with the nominated Affordable Housing Provider and approved by the Council Solicitor for the construction by him for that Affordable Housing Provider of the Affordable Housing Units and the transfer of these Units to the Affordable Housing Provider.
 - 1.1.2 to ensure that the Affordable Housing Units to be built on the Site are completed and available for occupation prior to the occupation of fifty percent (50%) of the Open Market Dwellings
 - 1.1.3 to transfer the Social Rented Dwellings on or before the occupation of 90% of the Open Market Dwellings to the Affordable Housing Provider for a price which enables the Affordable Housing Provider to charge an Social Rent
 - 1.1.4 to transfer the Intermediate Affordable Dwelling on or before the occupation of 90% of the Open Market Dwellings to the Affordable Housing Provider for a price which enables the Affordable Housing Provider to charge an Intermediate Affordable Rent
 - 1.1.5 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 cause or permit the disposal of the Social Rented Dwellings other than for the purpose of providing tenancies at an Social Rent to Eligible Occupiers as determined by The Fourth Schedule to this Agreement
 - 1.1.6 to ensure that it is a term of the sale of the Intermediate Affordable Dwellings that the Affordable Housing Provider shall not dispose of or cause or permit the disposal of the Intermediate Affordable Dwelling other than on Intermediate Terms to Eligible Occupiers as determined by The Fifth Schedule to this Agreement

- 1.1.7 that before the Affordable Housing Units are transferred pursuant to clauses 1.1.3 and 1.1.4 of this schedule they are fully serviced and accessible by vehicles and pedestrians.
- 1.1.8 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.
- 1.2 In the event that the Owner fails to transfer the Affordable Housing Units to a Affordable Housing Provider pursuant to clauses 1.1.3 and 1.1.4 of this schedule and the Council Solicitor is satisfied that the Owner has exhausted every avenue available to him to secure the transfer the Owner may dispose of the Affordable Housing Units or Unit as appropriate on the open market on such terms as he thinks fit 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 Part 1 Fifth Schedule to this Agreement within 28 days of the date of sale of each Unit on the open market

FOURTH SCHEDULE

Eligibility Criteria

Rent or Purchase by persons:

1. who have for a period of at least 2 years been ordinarily resident within the village of Scagglethorpe
2. who have been permanently employed in the village of Scagglethorpe for 2 years or more, or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident in one or more of the following parishes Birsall, Duggleby, Wharram le Street, North Grimston, Settrington, Rillington, Thorpe Bassett, Malton or Norton for a period of at least 2 years;
4. then any area in the District of Ryedale
5. if no such person qualifies under paragraph 4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 5.1 family association in the area of Ryedale District,
 - 5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any affordable housing unit becomes vacant, or
 - 5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

FIFTH SCHEDULE

Affordable Housing Commuted Sum

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

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

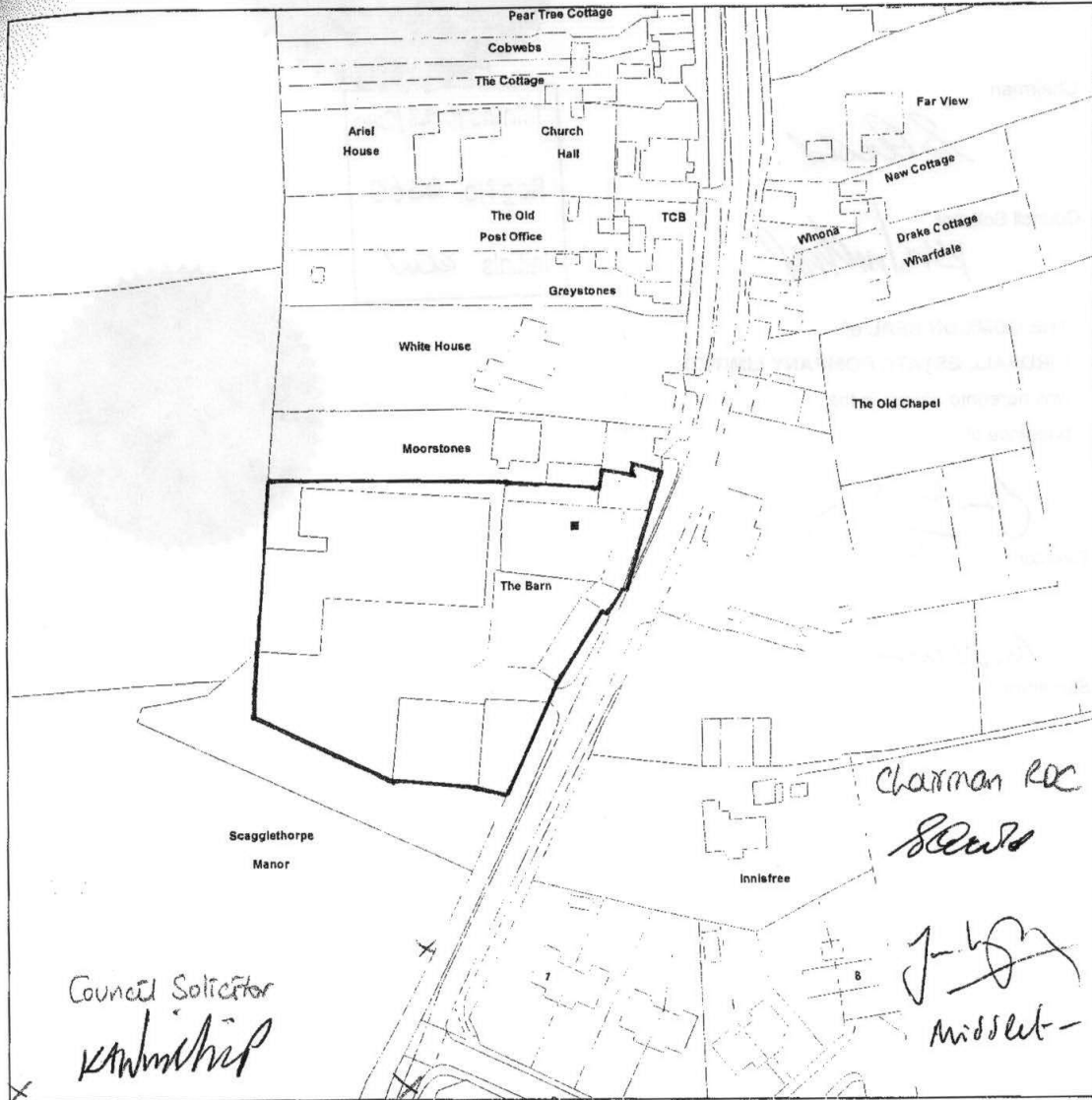
minus

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

Manor Farm, Scagglethorpe



GIS by ESRI (UK)



Scale : 1:1250

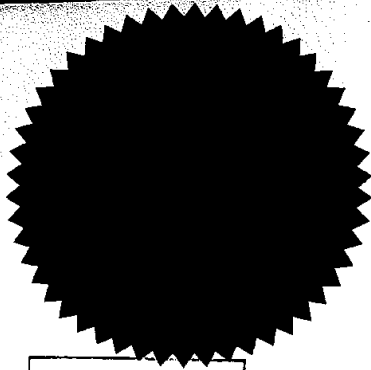
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Produced using ESRI (UK)'s MapExplorer 2.0 - <http://www.esriuk.com>

Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	06 December 2011
SLA Number	Not Set

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



Chairman

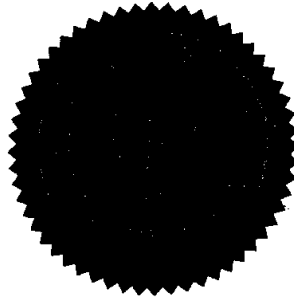
S. Good

Council Solicitor

K. W. Smith

Minute P. 123/2010
Reg No. 6360
Initials *ELW*

THE COMMON SEAL of)
BIRDSALL ESTATE COMPANY LIMITED)
was hereunto affixed in the)
presence of:)



Director

James J. ...

Secretary

M. J. ...