

Dated 3rd November 2011

- (1) Ryedale District Council
- (2) Archbishop Holgate Hospital in Hemsworth
- (3) Taylor Wimpey UK Limited

Agreement

under section 106 Town and Country Planning Act 1990 relating to land to the north of Broughton Road, Malton, North Yorkshire

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THIS AGREEMENT is made on

3rd November

2011

BETWEEN:

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH ("**the Council**");
- (2) **ARCHBISHOP HOLGATE HOSPITAL IN HEMSWORTH** of Robin Lane, Hemsworth, Pontefract, WF9 4DP ("**the Owner**"); and
- (3) **TAYLOR WIMPEY UK LIMITED** (registered number 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("**the Developer**").

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is a local planning authority for the area within which the Site is located and a person who is entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold owner of the land registered at HM Land Registry under the Title Number which forms the majority of the Site free from encumbrances that would prevent the Owner entering into this Agreement.
- (C) The Developer entered into an option agreement with the Owner on 23 December 2008 to purchase the Owner's freehold interest in the Site.
- (D) Pursuant to the Planning Application the Developer has applied to the Council for outline planning permission for the Development.
- (E) On 5 April 2011 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (F) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and the Developer and their respective successors in title.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions have the following meanings:

"1980 Act"	the Highways Act 1980
"1990 Act"	the Town and Country Planning Act 1990
"Abnormal Costs"	all costs, fees, expenses, liabilities, losses and other sums properly and reasonably expended or incurred by the Developer or to be properly or reasonably expended or incurred by or on behalf of the Developer arising from the carrying out of the Development including but not limited to its acquisition, construction, sale, funding and management including contributions payable under this Agreement

except where such costs, fees, expenses, liabilities, losses and other sums have already been accounted for in the Development Appraisal and/or taken into account in the calculation of the Additional Build Costs

"Actual Net Revenue Figures"

A document setting out the actual revenue achieved in relation to those Market Dwellings that have been sold aggregated with the estimated revenue expected to be obtained from the sale of the remaining Market Dwellings within the Development having first deducted the cost of any Incentives (both actual and budgeted) together with a copy of the Council of Mortgage Lenders Disclosure of Incentives Form for each Market Dwelling that has been sold.

"Additional Build Costs"

A sum calculated as follows:

A - B

A = the building costs identified in the Development Appraisal increased in respect of each Market Dwelling to reflect any increase between the Index figure at the date of the Development Appraisal (191) and the Index figure at the date of the sale of that Market Dwelling

B = the building costs identified in the Development Appraisal

"Affordable Commuted Sum"

Housing

a sum to be agreed with the Council (or if not agreed determined under clause 7 of this Agreement) to be calculated as follows:

$(A - B) \times C$

A = the average Market Value of the Affordable housing Unit(s) at the time that the Affordable housing Unit(s) is offered for sale

B = the average purchase price of the Affordable Housing Unit(s) which would have been paid by an Affordable Housing Provider or a Nominated Affordable Housing Provider as appropriate had the Affordable Housing Unit(s) been transferred to the Affordable Housing Provider in accordance with the provisions of Schedule 2

C = the part share of a Dwelling produced by carrying out the calculation in (ii) of the definition of Affordable Housing Unit(s)

"Affordable Housing Increase Contribution" a sum calculated as follows:

$$\frac{A - B - C - D}{2}$$

Where:

A = Actual Net Revenue Figures

B = Forecast Net Revenue Figures

C = the Additional Build Costs

D = the Abnormal Costs

Provided that such sum shall not exceed the cost that the Developer would have incurred if it had been required to provide an additional 4.6 percent of the total number of Dwellings comprised within the Development as Affordable Housing assuming the same tenure split and restrictions as applied to the Affordable Housing Units and taking into account any revenue that would have been recovered on the sale or lease of such units

"Affordable Housing"

affordable housing as defined in Annex B of PPS3

"Affordable Housing Release Contribution"

a sum to be agreed with the Council (or if not agreed determined under Clause 7 of this Agreement) to be calculated as follows:

$$A - B$$

Where:

A = The Market Value of the Affordable Housing Unit(s) at the time that the Affordable Housing Unit(s) is offered for sale

B = The purchase price of the Affordable Housing Unit(s) which would have been paid by an Affordable Housing Provider or a Nominated Affordable Housing Provider as appropriate had the Affordable Housing Unit(s) been transferred to the Affordable Housing Provider or Nominated Affordable Housing Provider in accordance with the provisions of Schedule 2

"Affordable Housing Provider"

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

accordingly

"Affordable Requirements"

Housing The relevant requirements set out in **Schedule 6** of this Agreement

Affordable Housing Scheme

a scheme for the provision of the Affordable Housing Units within the Development to be submitted to the Council as part of an application for the approval of reserved matters for the Development which shall include details of the dwelling types and tenures together with their location within the Development

"Affordable Housing Units"

the Affordable Housing to be provided as part of the Development and made available to people in need of affordable housing and which shall comprise the higher of:

(i) 80 Dwellings within the Development; or

(ii) 30.4% of the total number of Dwellings within the Development (with an Affordable Housing Commuted Sum to be paid by the Owner/Developer in respect of any part share of a Dwelling produced by applying this percentage in accordance with Schedule 2 paragraph 1.11.3);

and where the tenures for which shall be split as follows:

1. 60% Social Rent Housing; and
2. 40% Intermediate Housing or Affordable Rent Housing

PROVIDED THAT a minimum of 10% of the Affordable Housing shall be provided as Affordable Rent Housing

and Affordable Housing Unit shall mean any single Dwelling forming part of the Affordable Housing Units

"Affordable Rent/Intermediate Housing"

means the Dwellings identified in the Affordable Housing Scheme to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement 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 Rent 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,

should 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 affordable rent to persons in accordance with the Affordable Housing Provider's and/or nominated Affordable Housing Provider's policy

"Affordable Rent/Intermediate Offer Price"

Housing

an amount at which the Affordable Rent/Intermediate Housing requires to be transferred to an Affordable Housing Provider or Nominated Affordable Housing Provider in order to enable the Affordable Rent/Intermediate Housing to be made available as shared ownership housing or shared equity housing or such other form of affordable/intermediate affordable housing (other than Social Rent 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, should 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 affordable rent to persons in accordance with the Affordable Housing Provider's and/or nominated Affordable Housing Provider's policy

"Commencement Date"

the date specified in clause 3.1 and Commencement of Development shall be construed accordingly

"Development"

residential development including dwellings, associated garages, open space, electricity sub-station and provision of a new Broughton Road to Pasture Lane link road (site area 12.93 ha) in accordance with the Planning Permission

"Development Appraisal"

a financial appraisal of the Development that was submitted by the Developer to the Council in support of the Planning Application

"Dwellings"

all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and "Dwelling" shall be construed accordingly

"Education Acts"

has the meaning given to it in section 578 of the Education Act 1996

"Education Contribution"		a sum equivalent to £1,360 (one thousand three hundred and sixty pounds) per Dwelling to be constructed within the Development
"Eligible Occupier"		persons who cannot afford to rent or buy housing generally available locally on the open market at local house prices
"First Payment Date"		the date of the Occupation of the 20 th Market Dwelling
"Forecast Net Revenue Figures"		A summary of the expected revenue from the sale of Market Dwellings within the Development
"Highway Contribution"		a sum equivalent to £1,711 (one thousand seven hundred and eleven pounds) per Dwelling to be constructed within the Development
"Incentives"		any fair and reasonable measures pertinent to the prevailing market conditions at the time of sale taken by the Developer to incentivise the sale of Dwellings.
"Index"		the Tender Price Index of Social Housebuilding: New Build TPISH published from time to time by the Royal Institute of Chartered Surveyors Building Costs Information Service or such other index as the Owner/Developer and the Council shall agree
"Intermediate Affordable Housing"		housing at prices and rents above those of Social Rent Housing but below market price or rents and which meet the criteria in the definition of Affordable Housing and which may include shared equity products, other low cost homes for sale and intermediate rent
"Market Dwellings"		that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing and "Market Dwelling" shall be construed accordingly
"Market Value"		means a figure to be agreed between the Owner/Developer and the Council representing the estimated amount for which a relevant Dwelling(s) 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
"New Permission"		a planning permission authorising the redevelopment of the Site in a manner which

would, if such redevelopment were completed, cause the Owner and the Developer to be in breach of any or all of the provisions contained in this Agreement

"Nominated Housing Provider"	Affordable	an Affordable Housing Provider nominated by the Council pursuant to Schedule 2 paragraph 1.3
"Occupation"		occupation for the purpose authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purpose of constructing or fitting out the Development and "Occupy" shall be construed accordingly
"Offer Documentation"		plans, drawings, specification and other documentation which the Affordable Housing Provider may reasonably require in order to make an offer for the Affordable Housing Units
"Offer Period"		a period of four months from issue by the Developer of the Offer Documentation for the Affordable Housing Units to be provided
"Parties"		the parties to this Agreement and "Party" shall be construed accordingly
"Phase"		any phase of the Development
"Plan 1"		plan 1 attached to this Agreement carrying drawing number Y81:667/01
"Plan 2"		plan 2 attached to this Agreement carrying the drawing number DWG-0000-001 Rev A showing the proposed highway improvement works to the Brambling Fields junction
"Planning Application"		an application for outline planning permission for the carrying out of the Development made by the Developer and validated by the Council on 23 July 2010, carrying the reference 10/00899/MOUT
"Planning Permission"		the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1
"PPS3"		Planning Policy Statement 3: Housing (June 2010) (or any future guidance that replaces or supplements it)
"Registered Provider"		a Private Registered Provider pursuant to the Housing and Regeneration Act 2008
"Second Payment Date"		Occupation of 33% of the Dwellings

"Site"

the freehold property known as land to the north of Broughton Road, Malton, North Yorkshire registered at HM Land Registry under the Title Number(s) and shown for identification edged red on Plan 1.

"Social Rent Housing"

the Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and made available as social rent housing at a rent which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area prior to the introduction of the "Affordable Homes Programme - Framework" to the Social Rented Housing and which sum shall be agreed for lettings between the Developer, the Housing Services Manager and the Affordable Housing Provider or Nominated Affordable Housing Provider (whichever has taken the transfer of the Social Rented Housing) in accordance with Government social rents at the time and thereafter any increases shall be in accordance with the Affordable Housing Provider's or Nominated Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council

"Social Rent Housing Offer Price"

an amount at which the Social Rent Housing requires to be transferred to an Affordable Housing Provider or Nominated Affordable Housing Provider in order to enable a rent to be achieved which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type, age, and floor area prior to the introduction of the "Affordable Homes Programme - Framework" to the Social Rented Housing and which sum shall be agreed for lettings between the Developer, the Housing Services Manager and the Affordable Housing Provider or Nominated Affordable Housing Provider (whichever has taken the transfer of the Social Rented Housing) in accordance with Government social rents at the time and thereafter any increases shall be in accordance with the Affordable Housing Provider's or Nominated Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council

"Specialist"

has the meaning given to it in clause 7.2

"Specified Period"	5 (five) years from and including the date on which the final instalment of a contribution was made
"Sports Contribution"	a sum equivalent to £798 (seven hundred and ninety eight pounds) per Dwelling to be constructed within the Development
"Third Payment Date"	Occupation of 66% of the Dwellings
"Title Number(s)"	NYK297181

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and any successor local highway authority or local education authority exercising powers under the 1980 Act or the Education Acts;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owners or the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 The obligations in this Agreement will not be enforceable against:
- 2.5.1 the buyers of an individual Market Dwelling erected on the Site pursuant to the Planning Permission; or
 - 2.5.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner or the Developer to that statutory undertaker.
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. **COMMENCEMENT DATE**

- 3.1 The obligations contained in clauses 4.1 to 4.3 and the Schedules referred to in those clauses do not come into effect until the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of clause 3.2)
- 3.2 The Commencement Date will not be triggered by any of the following operations:
- 3.2.1 site investigations or surveys;
 - 3.2.2 site decontamination;
 - 3.2.3 construction of access and service roads;
 - 3.2.4 the clearance or regrading of the Site;
 - 3.2.5 works for the provision of drainage or mains services to prepare the Site for development; or
 - 3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Site.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Owner and the Developer agree with the Council to comply with the obligations set out in Schedules 2, 3, 4, 5 and 6 in relation to the Development.
- 4.2 The Council agrees with the Owner and the Developer to comply with its obligations set out in Schedule 2, 3, 4 and 5.
- 4.3 The Council agrees with the Owners and the Developer that it will issue the Planning Permission within ten working days of the date of this Agreement.
- 4.4 The Council agrees with the Owner and the Developer to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 4.5.
- 4.6 The Developer once it has acquired the Site or any part of the Site indemnifies the Owner in respect of any claim, demand, expenses, liability or cost in connection with this Agreement or the breach of any obligations on the part of the Developer contained therein.

5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end if:
 - 5.1.1 subject to clause 5.2, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;
 - 5.1.2 the Planning Permission expires before the Commencement Date without having been implemented; or
 - 5.1.3 at any time after the date of the this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.
- 5.2 Clause 5.1.1 will not apply in respect of any non-material amendment to the Planning Permission granted pursuant to an application made under section 96A of the 1990 Act prior to the Commencement Date.
- 5.3 Where the Agreement comes to an end under clause 5.1 the Council is to vacate or cancel the entries made in the Local Land Charges registers in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

5.5 If the Owner or the Developer make a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. **NOTICES**

6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

6.3.1 if delivered by hand, at the time of delivery;

6.3.2 if sent by post, on the second working day after posting; or

6.3.3 if sent by recorded delivery, at the time delivery was signed for.

6.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.

6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

7. **DETERMINATION OF DISPUTES**

7.1 Subject to clause 7.7, if any dispute arises relating to or arising out of the terms of this Agreement, any party may give to another written notice requiring the dispute to be determined under this clause 7. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

7.2 For the purposes of this clause 7 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site but in the case of a dispute regarding any Development Appraisal is a property agent who has not less than ten years' experience in relation to residential property developments in the North Yorkshire area.

7.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to

take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 7.4.

- 7.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 7.5 The Specialist is to act as an independent expert and:
- 7.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 7.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 7.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 7.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 7.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 7.7 This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 8. COMMUNITY INFRASTRUCTURE LEVY**
- 8.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.
- 8.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:

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

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

9. **JURISDICTION**

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

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

10. **COSTS**

10.1 The Owner and the Developer agree to pay the Council's legal costs associated with the drafting and negotiation of this Agreement in the sum of £400.

11. **EXECUTION**

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

SCHEDULE 1

Draft Planning Permission

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990

OUTLINE APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

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

Application No: 10/00899/MOUT

Proposal: Residential development including dwellings, associated garages, open space, electricity sub-station and provision of a new Broughton Road to Pasture Lane Link road (site area 12.93ha)

at: Land North Of Broughton Road Malton North Yorkshire

for: Taylor Wimpey North Yorkshire Ltd

Decision Date:

REASON FOR APPROVAL

The proposed development accords with the following Development Plan policies:

Ryedale Local Plan - Policy ENV7 - Landscaping
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 U1 - Off-site sewerage infrastructure
Ryedale Local Plan - Policy U2 - Availability of water supplies
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal
Regional Spatial Strategy - Policy ENV5 - Energy
Regional Spatial Strategy - Policy ENV7 - Agricultural Land
Regional Spatial Strategy - Policy ENV8 - Biodiversity
Regional Spatial Strategy - Policy ENV10 - Landscape
Regional Spatial Strategy - Policy ENV11 - Health and Recreation
Regional Spatial Strategy - Policy H2 - Managing and Stepping Up the Supply and Delivery of Housing
Regional Spatial Strategy - Policy H4 - The Provision of Affordable Housing
Regional Spatial Strategy - Policy H5 - Housing Mix
Regional Spatial Strategy - Policy T2 - Parking Policy

Taylor Wimpey North Yorkshire Ltd
C/O England & Lyle (Mr R Hall)
Gateway House
55 Coniscliffe Road
Darlington
Durham
DL3 7EH

In addition, the proposals accord with the following National Planning Policy and Guidance

National Policy Guidance - PPS1 - 'Delivering Sustainable Development' 2005
National Policy Guidance - PPS3 - 'Housing' 2006
National Policy Guidance - PPS5 - 'Planning for the Historic Environment' 2010
National Policy Guidance - PPS7 - 'Sustainable Development in Rural Areas' 2004
National Policy Guidance - PPS9 - 'Biodiversity and Geological Conservation' 2005
National Policy Guidance - PPG13 - 'Transport' 1994
National Policy Guidance - PPG17 - 'Planning for Open Space, Sport and Recreation' 1991
National Policy Guidance - PPS22 - 'Renewable Energy' 1993
National Policy Guidance - PPS23 - 'Planning and Pollution Control' 2004
National Policy Guidance - PPG24 - 'Planning and Noise' 1994

The site is Greenfield and lies outside, but adjacent to, the defined limits to development of Malton as set out on the Ryedale Local Plan (2002) Local Plan Proposals Map. However in all other respects the proposals accord with the Development Plan in force for the area.

The site is considered to relate well to the existing built form of Malton. It is not subject to any environmental or heritage designations that would prevent development and the site is situated in a highly sustainable location that is readily accessible by modes of transport other than the private car and is within walking distance of schools, health care facilities, the town centre, employment opportunities and the transport interchanges of Malton Bus Station and Malton Train Station. Moreover, the site has been considered by the Council in the Strategic Housing Land Availability Assessment (SHLAA) and has been deemed a Category 1 site. Due to the age of the Local Plan and the lack of up to date housing allocations the SHLAA provides a useful proxy and is given weight as a material consideration in this instance.

The Council are unable to demonstrate a robust 5 year supply of deliverable housing sites and, as required by Paragraph 71 of PPS3 (Housing), should consider applications for housing development favourably taking into account the matters set out in Paragraph 69 of PPS3. Having due regard to the considerations set out in paragraph 69 of PPS3 the proposals are considered acceptable.

The illustrative plans demonstrate that a suitable development, by virtue of its access, scale, layout, appearance and landscaping can be provided on the site which is suitable for its built and natural environment context and provides appropriate living conditions for future residents and protects the amenity of the occupants of the surrounding properties.

There are no technical objections from Statutory consultees and, subject to the matters covered in the accompanying Legal Agreement under Section 106 of the Town and Country Planning Act 1990 and the conditions set out below, the proposals are considered acceptable in all respects.

Having due regard to the requirements of PPS3, the significant benefits that will arise from the development in respect of affordable housing and improvements to the local highway network and compliance with the Development Plan in all other respects, the proposals are considered acceptable and justify development outside the defined settlement limits in this instance and planning permission is therefore granted.

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CONDITIONS AND ASSOCIATED REASONS

- 01 Details of the appearance, landscaping, layout and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before the expiration of three years from the date of this permission.

Reason:- To reserve the rights of the Local Planning Authority with regard to these matters to accord with Section 92 of the Town and Country Planning Act

- 02 The development hereby permitted shall be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last of the reserved matters to be approved, whichever is later.

Reason:- Required to be imposed pursuant to Section 92 of the Town and Country Planning Act

- 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 each of the approved external walling materials to be used in the construction of the approved development. 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 No development shall commence on the respective dwelling until a full schedule of the following details matters has been submitted to and approved in writing with the Local Planning Authority:

1. Eaves and verge details
2. Windows including materials and type of manner of opening
3. Chimney details
4. External doors and garage door details.

Reason:- For the avoidance of doubt and to ensure that the development and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan.

- 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.

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- 06 All planting seeding and/or turfing comprised in the landscaping scheme approved as part of the reserved matters shall be carried out in accordance with a phased programme of planting that has first been agreed in writing by the Local Planning Authority. Thereafter, the planting shall be carried out in accordance with the agreed programme, 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 satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

- 07 A Landscape Management Plan shall be submitted and agreed in respect of provision of Public Open Spaces, community orchard and their long-term maintenance arrangements. The site shall thereafter be maintained in accordance with the provisions of the Management Plan.

Reason:- To enhance the appearance of the development hereby approved, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

- 08 Details of a scheme for replacement fruit tree planting and bumble bee boxes to be incorporated in the community orchard shall be submitted to the Local Planning Authority for approval before the commencement of development on site. The scheme shall be implemented on site in accordance with the agreed programme of planting.

Reason:- To enhance the appearance of the development hereby approved, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

- 09 Prior to the commencement of the development, a scheme shall be submitted to and approved in writing by the Local Planning Authority demonstrating how a minimum of 10% of energy will be provided from either on-site renewable resources or by equivalent energy savings for the development. The approved scheme shall thereafter be retained in use unless otherwise agreed in writing by the Local Planning Authority.

Reason:- In order to comply with the requirements of Policy ENV5 of the Regional Spatial Strategy and PPS22 - Renewable Energy.

- 10 Prior to the occupation of any of any dwelling hereby approved, the following refuse collection and recycling bins shall be provided:-

- 180 litre green refuse bin;
- 240 litre brown garden waste bin;
- 55 litre green plastic bottle and can recycling box;
- 55 litre paper and cardboard recycling bag; and
- 40 litre glass recycling box.

Reason:- For the avoidance of doubt, and to satisfy Policy H7 (v) of the Ryedale Local Plan

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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 temporary vehicular access arrangements from Broughton Road into the application site to provide access for construction traffic, construction staff, visitors and movements associated with the occupation of no more than 50 No. dwellings
 - (b) the proposed permanent highway layout including the highway boundary
 - (c) dimensions of any carriageway, cycleway, footway, and verges
 - (d) visibility splays
 - (e) the proposed buildings and site layout, including levels
 - (f) accesses and driveways
 - (g) drainage and sewerage system
 - (h) lining and signing
 - (i) traffic calming measures
 - (j) 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 temporary access arrangements and 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.

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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 T3 of the Ryedale Local Plan (2002) 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

- 12 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 temporary access and permanent 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 of the Ryedale Local Plan (2002) and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

- 13 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 of the Ryedale Local Plan (2002) and in the interests of highway safety.

- 14 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

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The required highway improvements shall include:

- (a) Provision of a new roundabout on the B1257 Broughton Road and link road to Pasture Lane.
- (b) Provision of signalised crossing point on the new link road
- (c) Alterations to the existing signalised junction at Newbiggin/Mount Crescent/Broughton Road/Pasture Lane including the removal of Pasture Lane arm.
- (d) Formation of a new junction on Pasture Lane with Outgang Road.
- (e) Formation of new cul-de-sac on Broughton Road.
- (f) Upgrade of existing bus stops on Broughton Road
- (g) Provision of cycleway from new roundabout to Sports Centre.
- (h) The proposed temporary vehicular access arrangements from Broughton Road.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan (2002) and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

Unless otherwise approved in writing by the Local Planning Authority, no more than 50 dwellings within the development shall be occupied until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 14.

- (a) Provision of a new roundabout on the B1257 Broughton Road and link road to Pasture Lane.
- (b) Provision of signalised crossing point on the new link road
- (c) Alterations to the existing signalised junction at Newbiggin/Mount Crescent/Broughton Road/Pasture Lane including the removal of Pasture Lane arm.
- (d) Formation of a new junction on Pasture Lane with Outgang Road.
- (e) Formation of new cul-de-sac on Broughton Road.
- (f) Upgrade of existing bus stops on Broughton Road
- (g) Provision of cycleway from new roundabout to Sports Centre.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan (2002) and in the interests of the safety and convenience of highway users

Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, within 2 months of the permanent highway improvements works listed in Condition 14 being complete and brought into use or within 24 months of the temporary access being brought into use, whichever is the sooner, the temporary vehicular access approved under Condition 11 shall be stopped up in accordance with a scheme to be first agreed in writing by the Local Planning Authority. Thereafter, all traffic associated with the construction and occupation of the site shall access the site through the approved permanent access

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- 17 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawings. 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 I3 of the Ryedale Local Plan (2002) 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.

- 18 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 (2002) 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.

- 19 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 T3 of the Ryedale Local Plan (2002) and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

- 20 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 T3 of the Ryedale Local Plan (2002) 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.

The agreed Framework Travel Plan (reference MI/NWK/LB/822/DI Client Issue 6) by Morgan Tucker Consulting Engineers shall be implemented and monitored in accordance with the details set out therein (or amendments as approved in writing by the Local Planning Authority).

Reason:- In the interests of the continued safe and effective operation of the A64

Construction work shall not begin until a detailed mitigation scheme for protecting the proposed development from traffic noise from the A64 and Broughton Road has been submitted to and approved in writing by the Local Planning Authority. Unless, in justifiable circumstances which are agreed in writing with the Local Planning Authority, such a scheme shall be designed to achieve the following noise levels:

Living Rooms 35dB LAeq (07.00-23.00)

Bedrooms 30dB LAeq 23.00-07.00, 45dB LAmax 23.00-7.00 (This shall be predicted for open windows allowing for a sound reduction of 12dBA free field unless the developer has a good reason why a higher reduction is acceptable. Where these levels cannot be achieved with open windows, alternative means of ventilation may be specified which achieve acceptable standards of acoustic attenuation and ventilation with closed windows)

Gardens/outdoor living areas 50dB LAeq - 07.00-23.00

The scheme shall specify construction details for measures designed to protect the whole development. This shall include details of perimeter bunding, acoustic fencing and walls.

The scheme shall identify those individual properties that require noise mitigation measures (window specifications and ventilation) to the fabric of the buildings to achieve the required internal noise levels and those individual properties that require the provision of acoustic fencing or walls on one or more of the boundaries to create the appropriate external noise environment for the rear gardens.

1.1 No residential property shall be occupied until the acoustic mitigation measures for the perimeter of the site to mitigate noise from the A64 and Broughton Road to protect the whole development, as identified in the approved scheme, have implemented and approved in writing by the Local Planning Authority.

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1.2. No residential property shall be occupied until acoustic mitigation measures identified in the approved scheme for that property, have been implemented and evidence of such submitted to the Local Planning Authority.

1.3. No amendments to acoustic mitigation measures identified for individual properties, and no subsequent openings (windows, doors) in noise sensitive facades shall be permitted unless approved in writing by the Local Planning Authority.

Reason:- In the interests of residential amenity, and to satisfy the requirements of PPG24 - 'Planning and Noise' 1994

- 23 The agreed perimeter noise mitigation measures shall be maintained, repaired and replaced at the expense of the developer, or their successor in title and at the written request of the Local Planning Authority acting reasonably.

Reason:- In the interests of residential amenity, and to satisfy the requirements of PPG24 - 'Planning and Noise' 1994.

- 24 The land identified for open space within the site along the A64 boundary on illustrative plan no. Y81:667/08 Rev D shall not be developed for residential purposes other than by agreement in writing from the Local Planning Authority.

Reason:- In the interests of residential amenity, and to satisfy the requirements of PPG24 - 'Planning and Noise' 1994.

- 25 Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions i to iv have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition iv has been complied with in relation to that contamination.

i) Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

(A) a survey of the extent, scale and nature of contamination;

(B) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,

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- groundwaters and surface waters,
- ecological systems,
- archaeological sites and ancient monuments;

(C) an appraisal of remedial options, and proposal of the preferred option(s)

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

ii) Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

iii) Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

iv) Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition ii, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition iii.

Reason:- To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

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- 26 No development shall take place within the application area until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason:- The site is of archaeological interest.

- 27 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

- 28 No development shall take place until a scheme for the disposal of foul and surface water drainage, including details of any balancing works and off-site works, including details of a phased programme of implementation have been submitted to and approved by the Local Planning Authority

Reason:- To ensure that the development can be properly drained.

- 29 Unless otherwise approved in writing by the Local Planning Authority, no dwelling shall be occupied or surface water piped from that phase of the development until the foul and surface water drainage works for that phase have been completed in accordance with the approved drainage scheme.

Reason:- To ensure that no foul or surface water discharges take place until proper provision has been made for their disposal.

- 30 The development hereby permitted shall not be commenced until such time as a scheme to limit the surface water run-off from the development has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall be fully implemented and subsequently maintained in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed in writing by the Local Planning Authority.

Reason:- To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site.

- 31 The development permitted by this planning permission shall only be carried out in accordance with an approved surface water drainage assessment to include the following specific mitigation measures detailed therein:

1. The chosen SUDS are capable of providing adequate attenuation of hydrocarbons and other potential contaminants; and

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2. The risks to the underlying Principal Corallian Limestone Aquifer are identified and understood

Reason:- The site is located on a Principal Aquifer, the Corallian Limestone, which is highly vulnerable in this location due to the high permeability of the soil above. Geological maps show drift deposits to be thin or non-existent. It is essential that any SUDS provide the necessary attenuating properties to ensure the protection of the underlying aquifer.

32 Prior to the commencement of development hereby approved, details of finished site levels (including road and finished ground floor levels of any of the dwellings to be approved under the reserved matters referred to in Condition No. 1 above), shall be submitted to and approved in writing with the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved levels details unless otherwise agreed in writing with the Local Planning Authority.

Reason:- For the avoidance of doubt and to ensure that the finished development has a satisfactory external appearance.

33 Unless otherwise approved in writing by the Local Planning Authority, the means of access hereby permitted shall be carried out in accordance with the following approved plan(s):

Permanent Access Works

Proposed Roundabout and New Road Preliminary Layout and Long Section - JN822-NWK-025
Proposed Roundabout and New Road Preliminary Cross Section (Sheet 1 of 2) - JN822-NWK-026
Proposed Roundabout and New Road Preliminary Cross Section (Sheet 2 of 2) - JN822-NWK-027

Temporary Access Works

Temporary Access Road Proposed Layout - JN1025/NWK/005A
Temporary Access Cross Sections and Longitudinal Sections - JN1025/NWK/006 Rev A
Temporary Access Carriageway Marking and Tactile Paving - JN1025/NWK/007

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

INFORMATIVE(S)

01 In imposing condition 1 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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- 02 There must be no works in the existing highway until an Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority
- 03 The existing Public Right(s) of Way on the site must be protected and kept clear of any obstruction until such time as any alternative route has been provided and confirmed under an Order made under the Town & Country Planning Act 1990

Applicants are advised to contact the County Council's Access and Public Rights of Way Manager at County Hall, Northallerton on 0845 872374 to obtain up-to-date information regarding the line of the route of the way. The applicant should discuss with the Highway Authority any proposals for altering the route

- 04 The following information is relevant to recommended conditions 27, 28 and 29:

The Flood Risk Assessment (prepared by Jeremy Benn Associates - Report 2010s4243 Final v1 dated 06/2010) and Drainage Strategy & Addendum (prepared by Patrick Parsons - Report 7139 dated 09/07/2010) are satisfactory from Yorkshire Water's viewpoint showing foul water draining to public foul water sewer at a rate not exceeding 6 litres a second and surface water discharging to an infiltration system

i. There is a sewage pumping main discharge point, under the control of Yorkshire Water, located near to the site. Vehicular access, including with large tankers, could be required at any time.

ii. The proximity of the existing discharge point to the site may mean a loss of amenity for future residents/workers. In order to minimise the risk of odour, noise and nuisance, industry standards recommend that habitable buildings must not be located within 15 (fifteen) metres of the existing discharge point.

iii. Development of the site should take place with separate systems for foul and surface water drainage.

iv. If sewage pumping is required, the peak pumped foul water discharge must not exceed 6 (six) litres per second

v. The local public sewer network does not have capacity to accept any discharge of surface water from the proposal site.

vi. It is understood that a private surface water pipeline exists under the Malton By-pass near the bridge at the North-Eastern corner of the site. This pipeline is believed to have been specifically installed to drain this site. However, further investigations are required because downstream works to watercourse are believed never to have been undertaken.

vii. Off-site sewerage may be required. This may be provided by the developer and considered for adoption by means of a sewer adoption agreement under Section 104 of the Water Industry Act 1991. Alternatively, the developer may in certain circumstances be able to requisition off-site sewers under Section 98 of the Water Industry Act 1991.

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viii. The public sewer network is for domestic sewage purposes. This generally means foul water for domestic purposes and, where a suitable surface water or combined sewer is available, surface water from the roofs of buildings together with surface water from paved areas of land appurtenant to those buildings. Land and highway drainage have no right of connection to the public sewer network. Highway drainage, however, may be accepted under certain circumstances; for instance, if SUDS are not a viable option and there is no highway drain available and if capacity is available within the public sewer network. In this event, the developer will be required to enter into a formal agreement with Yorkshire Water Services under Section 115 Water Industry Act 1991 to discharge non-domestic flows into the public sewer network.

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 REQUIREMENTS.

HEAD OF PLANNING

DRAFT

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SCHEDULE 2

Affordable Housing Obligations

Affordable housing provision and transfer

1. Unless otherwise agreed in writing with the Council the Owner and the Developer covenant as follows:
 - 1.1 To construct the Affordable Housing as part of the Development in accordance with the approved Affordable Housing Scheme.
 - 1.2 Prior to Occupation of the first Dwelling, the Owner and the Developer shall:-
 - 1.2.1 provide Offer Documentation in relation to 50% of the Affordable Housing Units to an Affordable Housing Provider and invite the Affordable Housing Provider to make a written offer to purchase the said 50% of the Affordable Housing Units at the Social Rent Housing Offer Price and Affordable Rent/Intermediate Housing Offer Price respectively within the Offer Period; and
 - 1.2.2 use reasonable endeavours to enter into a contract during the Offer Period with an Affordable Housing Provider for the disposal of 50% of the Affordable Housing Units.
 - 1.3 In the event that the Affordable Housing Provider fails to enter into a contract with the Owner or the Developer in respect of the transfer of 50% of the Affordable Housing Units (or any unit or units thereof) on the terms of this Agreement within a period of four months from the date of the offer pursuant to paragraph 1.2.1 either the Owner/Developer or the Council shall give written notice to the other ("Notice") and the Council may select a Nominated Affordable Housing Provider for the Owner's/Developer's approval any such selection to be made within 28 days of the service of the Notice and if no selection is made in that time the Council shall be deemed to have waived the right to select a Nominated Affordable Housing Provider.
 - 1.4 In the event that the Council does not select a Nominated Affordable Housing Provider pursuant to paragraph 1.3 the Owner/Developer shall be permitted to dispose of 50% of the Affordable Housing Units (or any individual unit or units comprised in the Affordable Housing Units subject to the invitation made pursuant to paragraph 1.2.1 that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) on the open market, without restriction, at their full open market value, provided that it pays the Affordable Housing Release Contribution to the Council in accordance with the terms set out in paragraph 1.8.
 - 1.5 In the event that the Council nominates a Nominated Affordable Housing Provider for the Owner's/Developer's approval within the 28 day period referred to in paragraph 1.3 the Developer shall:-
 - 1.5.1 provide Offer Documentation in relation to 50% of the Affordable Housing Units (or any individual unit or units comprised in the Affordable Housing Units subject to the invitation made pursuant to paragraph 1.2.1 that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) to the Nominated Affordable Housing Provider and invite the Nominated

Affordable Housing Provider to make a written offer to purchase the said Affordable Housing Units at the Social Rent Housing Offer Price and Affordable Rent/Intermediate Housing Offer Price respectively within the Offer Period; and

- 1.5.2 use reasonable endeavours to enter into a contract during the Offer Period with a Nominated Affordable Housing Provider for the disposal of 50% of the Affordable Housing Units.
- 1.6 In the event that the Nominated Affordable Housing Provider fails to enter into a contract with the Owner/Developer in respect of the disposal of 50% of the Affordable Housing Units (or any unit or units thereof) on the terms of this Agreement within a period of four months from the date of the invitation pursuant to paragraph 1.5.1 and the Council acting reasonably is satisfied on the evidence provided by the Owner/Developer that the Owner/Developer has used reasonable endeavours to transfer 50% of the Affordable Housing Units (or any unit or units comprised the Affordable Housing Units subject to the invitation made pursuant to paragraph 1.5.1) then the Owner/Developer shall be permitted to dispose of 50% of the Affordable Housing Units (or any individual unit or units comprised in the Affordable Housing Units subject to the invitation made pursuant to paragraph 1.5.1 that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) on the open market, without restriction, at their full open market value, provided that it pays the Affordable Housing Release Contribution to the Council in accordance with the terms set out in paragraph 1.8.
- 1.7 Prior to Occupation of 50% of the Dwellings the Owner/Developer shall:-
 - 1.7.1 provide Offer Documentation in relation to the remainder of the Affordable Housing Units to an Affordable Housing Provider and invite the Affordable Housing Provider to make a written offer to purchase the said remainder of the Affordable Housing Units at the Social Rent Housing Offer Price and Affordable Rent/Intermediate Housing Offer Price respectively within the Offer Period;
 - 1.7.2 use reasonable endeavours to dispose of the remainder of the Affordable Housing Units during the Offer Period; and

the provisions of paragraphs 1.3 - 1.6 of this Schedule shall apply save that references to 50% of the Affordable Housing Units shall be construed as references to the remainder of the Affordable Housing Units.
- 1.8 In the event that an Affordable Housing Release Contribution is payable pursuant to either paragraph 1.4 or 1.6 the Owner/Developer shall pay to the Council an Affordable Housing Release Contribution in respect of the first 50% of the Affordable Housing Units (if applicable) in three equal tranches as follows:-
 - 1.8.1 the first tranche on Occupation of 15% of the Market Dwellings;
 - 1.8.2 the second tranche on Occupation of 30% of the Market Dwellings; and
 - 1.8.3 the third tranche on Occupation of 45% of the Market Dwellings;

and shall pay an Affordable Housing Release Contribution in respect of the remainder of the Affordable Housing Units (if applicable) in three equal tranches as follows:

- 1.8.4 the first tranche on Occupation of 60% of the Market Dwellings;
 - 1.8.5 the second tranche on Occupation of 75% of the Market Dwellings; and
 - 1.8.6 the third tranche on Occupation of 90% of the Market Dwellings.
- 1.9 On or before the Occupation of 45 percent of the Market Dwellings to:
- 1.9.1 transfer at least 25 percent of the Affordable Housing Units to an Affordable Housing Provider on a freehold basis in the case of an Affordable Housing Unit that is a house and in the case of an Affordable Housing Unit that is a flat either on a freehold basis or by the grant of a lease of at least 125 years at an annual rent of a peppercorn free from encumbrances that would prevent or materially impede its use as an Affordable Housing Unit; or
 - 1.9.2 if the Owner/Developer is the Affordable Housing Provider for the purposes of the Development, to make at least 25 percent of the Affordable Housing Units available for occupation by Eligible Occupiers.
- 1.10 On or before the Occupation of 75 percent of the Market Dwellings to;
- 1.10.1 transfer at least 50 percent of the Affordable Housing Units to an Affordable Housing Provider on a freehold basis in the case of an Affordable Housing Unit that is a house and in the case of an Affordable Housing Unit that is a flat either on a freehold basis or by the grant of a lease of at least 125 years at an annual rent of a peppercorn free from encumbrances that would prevent or materially impede its use as an Affordable Housing Unit; or
 - 1.10.2 if the Owner/Developer is the Affordable Housing Provider for the purposes of the Development, to make at least 50 percent of the Affordable Housing Units available for occupation by Eligible Occupiers.
- 1.11 On or before the Occupation of 90 percent of the Market Dwellings to;
- 1.11.1 transfer all remaining Affordable Housing Units to an Affordable Housing Provider on a freehold basis in the case of an Affordable Housing Unit that is a house and in the case of an Affordable Housing Unit that is a flat either on a freehold basis or by the grant of a lease of at least 125 years at an annual rent of a peppercorn free from encumbrances that would prevent or materially impede its use as an Affordable Housing Unit; or
 - 1.11.2 if the Owner/Developer is the Affordable Housing Provider for the purposes of the Development, to make all of the remaining Affordable Housing Units available for occupation by Eligible Occupiers; and
 - 1.11.3 pay to the Council the Affordable Housing Commuted Sum, if applicable.
- 1.12 Any transfer of the Affordable Housing Units shall contain reasonable provisions ensuring that the Affordable Housing Units remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

- 1.13 Subject to the provisions of **paragraphs 1.3 - 1.6** and **1.13** of this **Schedule 2**, each of the Affordable Housing Units shall not be occupied other than as the type of Affordable Housing Units initially provided pursuant to this Agreement and in accordance with the relevant Affordable Housing Requirements.
- 1.14 The provisions of this Schedule or Schedule 6 shall not be binding against:-
- 1.14.1 any person purchasing an Affordable Housing Unit pursuant to **paragraph 1.6** of this **Schedule 2** and any successor in title to such person.
 - 1.14.2 any mortgagee or chargee of an Affordable Housing Provider, their successors in title, or the mortgagee or chargee of the purchaser or lessee of any Affordable Housing Units exercising its power of sale in respect of any of the Affordable Housing Units and the successors in title to such mortgagees or chargees who shall be free to sell free from the provisions of this Schedule and also upon and following the appointment of a receiver by any such mortgagee or chargee;
 - 1.14.3 any tenant (or person claiming title from such tenant) of any of the Affordable Housing Units or any mortgagee chargee or receiver of such Housing Units or the successors in title to such mortgagee chargee or receiver in the event of such tenant mortgagee chargee or receiver having acquired 100% of the equity of any such Affordable Housing Units whether this is acquired pursuant to the rights granted by the lease of such dwelling or pursuant to the provisions of the Housing Act 1985 or the Housing Act 1996 (or any legislation amending or replacing the same) or under any future legislation conferring such a right which is binding on any Registered Provider; or
 - 1.14.4 a disposal being required by:-
 - (a) any statutory provisions now or hereafter in force; or
 - (b) the Tenant Services Authority or
 - (c) a Court Order.

Viability/overage

- 1.15 Prior to the Commencement Date the Owner/Developer shall prepare and submit the Forecast Net Revenue Figures to the Council for its written approval.
- 1.16 The Council shall within 4 weeks of the submission of the Forecast Net Revenue Figures provide its approval to the same or provide to the Owner/Developer written reasons why they are not approved, whereupon the Developer shall be entitled to review the Forecast Net Revenue Figures.
- 1.17 The approval process described in **paragraphs 1.15 - 1.16** of this **Schedule 2** may be repeated as many times as necessary to obtain the Council's approval.
- 1.18 If the Council does not respond to the Owner/Developer as set out in **paragraph 1.16** of this **Schedule 2** within the 4 week period, then the Forecast Net Revenue Figures shall be deemed to be approved.
- 1.19 If the Council has responded to the Owner/Developer in accordance with **paragraph 1.16** of this **Schedule 2** but after one month from submission of

any Forecast Net Revenue Figures the Council has not issued its written approval to the Forecast Net Revenue Figures then the Owner/Developer may refer any dispute regarding the Forecast Net Revenue Figures to be determined pursuant to **clause 7** of this Agreement.

- 1.20 Unless otherwise agreed in writing with the Council, within two weeks of the Occupation of 93 percent of the Market Dwellings, the Owner/Developer shall submit the Actual Net Revenue Figures to the Council for its written approval and the process described in **paragraphs 1.15 - 1.16** of this **Schedule 2** shall apply to the approval of the Actual Net Revenue Figures.
- 1.21 If the Council has responded to the Owner/Developer in accordance with **paragraph 1.16** of this **Schedule 2** but after one month from submission of the Actual Net Revenue Figures pursuant to **paragraph 1.20** of this **Schedule 2** the Council has not issued its written approval to the same then either the Owner/Developer or the Council may refer any dispute regarding the Actual Net Revenue Figures to be determined pursuant to **clause 7** of this Agreement.
- 1.22 If the total net revenue set out in the Actual Net Revenue Figures is more than the Forecast Net Revenue Figures then the Developer shall within one month of the approval of the Actual Net Revenue Figures, submit to the Council its proposed calculation for the Affordable Housing Increase Contribution.
- 1.23 The Council shall within 4 weeks of the submission of the proposed calculation for the Affordable Housing Increase Contribution provide its approval to the same or provide to the Owner/Developer written reasons why it is not approved, whereupon the Developer shall be entitled to review and resubmit its proposed calculation for the Affordable Housing Increase Contribution.
- 1.24 The approval process described in **paragraphs 1.22 - 1.23** of this **Schedule 2** may be repeated as many times as necessary to obtain the Council's approval.
- 1.25 If the Council does not respond to the Owner/Developer as set out in **paragraph 1.23** of this **Schedule 2** within the 4 week period, then the proposed calculation for the Affordable Housing Increase Contribution shall be deemed to be approved.
- 1.26 If the Council has responded to the Owner/Developer in accordance with **paragraph 1.23** of this **Schedule 2** but after one month from submission of the proposed calculation for the Affordable Housing Increase Contribution pursuant to **paragraph 1.22** of this **Schedule 2** the Council has not issued its written approval to the same then either the Owner/Developer or the Council may refer any dispute regarding the proposed calculation for the Affordable Housing Increase Contribution to be determined pursuant to **clause 7** of this Agreement.
- 1.27 The Owner/Developer shall within one month of the approval of the proposed calculation for the Affordable Housing Increase Contribution pay to the Council the approved Affordable Housing Increase Contribution.

Use of the affordable housing contributions

- 1.28 The Council undertakes to use any Affordable Housing Increase Contribution and any Affordable Housing Release Contribution solely for the purpose of providing or improving additional Affordable Housing within the Malton and/or Norton areas of Ryedale and for no other purpose.

- 1.29 The Council agrees with the Owner/Developer that the Council will repay to the Owner/Developer or his nominee within one month after the Specified Period the amount, if any, of the Affordable Housing Increase Contribution and the Affordable Housing Release Contribution that has not been expended or otherwise committed by the Council for the purpose specified in **paragraph 1.28** of this **Schedule 2** at the end of the Specified Period together with any interest thereon from the date of payment to the date of repayment.

SCHEDULE 3

Education Contribution

1. Payment of the Education Contribution

- 1.1 The Owner/Developer agrees to pay to the Council the Education Contribution in three equal instalments;
- 1.1.1 the first instalment on or before the First Payment Date; and
- 1.1.2 the second instalment on or before the Second Payment Date; and
- 1.1.3 the third instalment on or before the Third Payment Date.

2. Use of the Education Contribution

- 2.1 The Council undertakes to pay each instalment of the Education Contribution to North Yorkshire County Council as soon as reasonably practicable after receiving each instalment of the Education Contribution but solely on the condition that North Yorkshire County Council applies the Education Contribution for the purpose of procuring the provision of additional classrooms and facilities and/or other improvements to existing schools within the Malton area of Ryedale and for no other purpose.
- 2.2 The Council agrees with the Owner/Developer that the Council will repay to the Owner/Developer or his nominee within one month after the Specified Period the amount, if any, of the relevant instalment of the Education Contribution that has not been expended or otherwise committed by the Council for the purpose specified in **paragraph 2.1** of this **Schedule 3** at the end of the Specified Period together with any interest thereon from the date of payment to the date of repayment.

SCHEDULE 4
Highway Contribution

1. Payment of the Highway Contribution

- 1.1 The Owner/Developer agrees to pay to the Council the Highway Contribution in three equal instalments;
- 1.1.1 the first instalment on or before the First Payment Date; and
- 1.1.2 the second instalment on or before the Second Payment Date; and
- 1.1.3 the third instalment on or before the Third Payment Date.

2. Use of the Highway Contribution

- 2.1 The Council undertakes to use the Highway Contribution solely for the purpose of procuring the carrying out highway improvements to the Brambling Fields junction and associated measures substantially in the form as shown set out in Plan 2 and for no other purpose.
- 2.2 The Council agrees with the Owner/Developer that the Council will repay to the Owner/Developer or his nominee within one month after the Specified Period the amount, if any, of the relevant tranche of the Highway Contribution that has not been expended or otherwise committed by the Council for the purpose specified in **paragraph 2.1** of this **Schedule 4** at the end of the Specified Period together with any interest thereon from the date of payment to the date of repayment.

SCHEDULE 5
Sports Contribution

1. Payment of the Sports Contribution

1.1 The Owner/Developer agrees to pay to the Council the Sports Contribution in three equal instalments;

1.1.1 the first instalment on or before the First Payment Date; and

1.1.2 the second instalment on or before the Second Payment Date; and

1.1.3 the third instalment on or before the Third Payment Date.

2. Use of the Sports Contribution

2.1 The Council undertakes to use the Sports Contribution solely for the purpose of:

2.1.1 providing new leisure and/or sports facilities; and/or

2.1.2 carrying out improvements and/or extension to existing leisure and/or sports facilities

within the administrative area of Ryedale and for no other purpose.

2.2 The Council agrees with the Owner/Developer that the Council will repay to the Owner/Developer or his nominee within one month after the Specified Period the amount, if any, of the relevant tranche of the Sports Contribution that has not been expended or otherwise committed by the Council for the purpose specified in **paragraph 2.1** of this **Schedule 5** at the end of the Specified Period together with any interest thereon from the date of payment to the date of repayment.

SCHEDULE 6

Affordable Housing Requirements

1. The Owner/Developer shall ensure the Affordable Housing Units are occupied by persons
 - 1.1 who have for a period of at least 3 years been ordinarily resident within the towns of Malton or Norton; or
 - 1.2 who have been permanently employed in the towns of Malton or Norton for 3 years or more; or
 - 1.3 if no such person qualifies under paragraphs 1.1 or 1.2 above for occupation a person ordinarily resident for a period of at least 3 years in any of the parishes which adjoin the towns of Malton or Norton; or
 - 1.4 if no such person qualifies under paragraph 1.3 above for occupation then a person ordinarily resident for a period of at least 3 years in any area in the District of Ryedale; or
 - 1.5 if no such person qualifies under paragraph 1.4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 1.5.1 family association in the area of Ryedale District,
 - 1.5.2 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
 - 1.5.3 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

**Proposed Residential Development
at Broughton Road, Malton**



Robinson
Robinson
Robinson & Associates

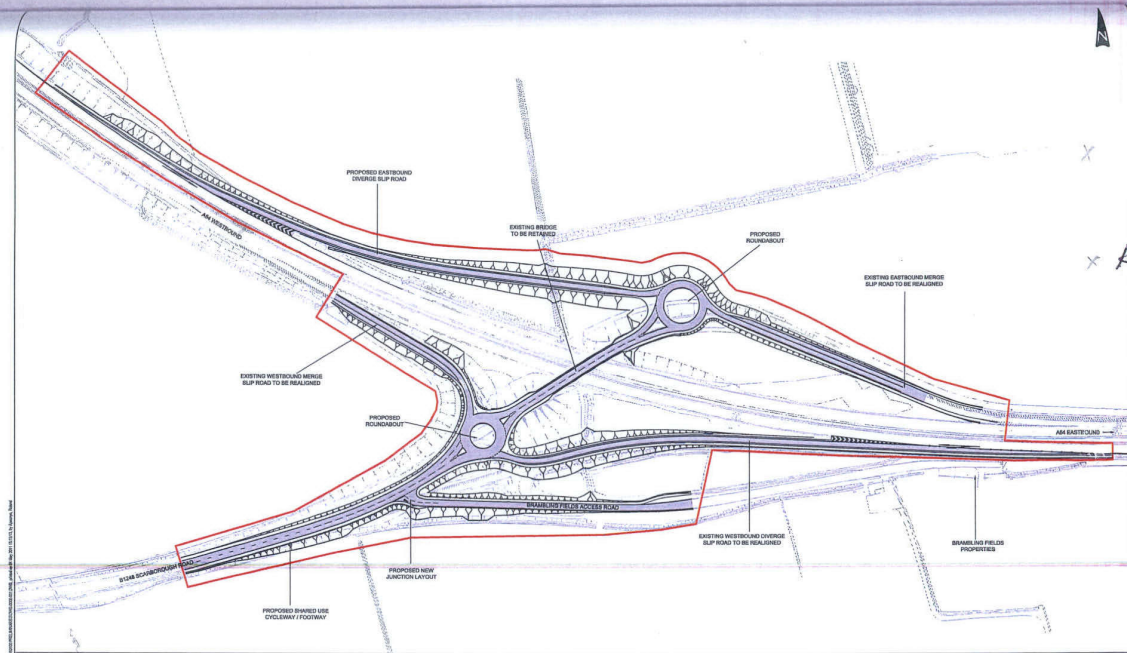


Chairman
Steed
Council Solicitor
Kanwardeep

Drawn	Checked	Date

PLM ARCHITECTS
 10 The Malton Road, Malton
 Planning Application No. 15/01001
 Application Ref: 15/01001/01
 Date: April 2016
 Scale: 1:2500 @ A3
 Drawing No: 15/01001/01
 Drawing Title: PAPPAR

Plan 1



KEY
 ■ PROPOSED CARRIAGEWAY LAYOUT
 — PLANNING APPLICATION BOUNDARY

Askins
Rapley
John
Karlman C. Howard

NOTE
 1. IMPROVEMENT MEASURES WILL BE REQUIRED OUTSIDE THE AREA ENCLOSED BY THE RED LINE ON THIS DRAWING TO PROVIDE THE REQUIREMENTS TO THE PROPOSED EASTWARD DIVERGE SLP ROAD.
 2. IMPROVEMENT MEASURES WILL BE REQUIRED OUTSIDE THE AREA ENCLOSED BY THE RED LINE ON THIS DRAWING FOR THE PURPOSES OF PROTECTED TRAVEL MANAGEMENT IN COMPLIANCE WITH CHAPTER 8 OF THE TRAFFIC SIGNS MANUAL.

Chairman
S. Oswald
Council Officer
KAW/mhp

A	2/20/11	APP	WSP/MS	DR	MS
APP	2/2/11	APP	WSP	APP	APP

FOR INFORMATION

WSP
 Three With Row C/Os Ltd.
 Millers Hill Lane, Lamb, L11 5DL
 Tel: +44 (0)151 585 8200, Fax: +44 (0)151 585 8201
 http://www.wspgroup.com

HIGHWAYS AGENCY

AS4 BRAMBLING FIELDS JUNCTION IMPROVEMENTS

PLANNING APPLICATION RED LINE PLAN

DATE:	11/2/2011	DATE:	DATE:	DATE:
SCALE:	1:1000	SCALE:	SCALE:	SCALE:
PROJECT:	19/02/103	DWG:	4000-001	REV:
				A

© WSP Group plc

Plan 2

THE COMMON
~~EXECUTED AS A DEED~~ when the seal of)
THE RYEDALE DISTRICT COUNCIL)
was affixed in the presence of: AND IS)
AUTHENTICATED BY)

Chairman

S. Oswald
Council Solicitor
K. Wimpsey



Minute 198/2011
Reg No. 6356
Initials *ew*

EXECUTED AS A DEED by affixing)
the Common Seal of)
ARCHBISHOP HOLGATE HOSPITAL)
IN HEMSWORTH at a Special Meeting)
of the Charity held in the Board Room of)
the Hospital on the *Twenty Seventh*)
day of *October* 2011)
in the presence of *ROLAND CHRISTOPHER*)
HAWCRIFT)
and *JOHN SKIRROW*)
Being two of the Trustees of the Charity)

Roland C Hawcroft
[Signature]

SIGNED as a deed by)
TAYLOR WIMPEY UK LIMITED)
acting by a director and its secretary)
or two directors *AS ATTORNEYS AS*)

~~Director~~

~~Director / Secretary~~

A. Girling
ATTORNEY

Andrew Girling

B. Fury

Beverly Fury

K. Bradshaw

Karen Bradshaw
1 Lumsdale Road
Stretford
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M32 7UA