

DATED

13 MAY

2011

RYEDALE DISTRICT COUNCIL

- and -

DAVID WILLIAM ROSS and MARGARET ROSEMARY FIELDEN ROSS

- and -

PERSIMMON HOMES LIMITED

AGREEMENT AND PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land at Whitfield Avenue, Pickering, North Yorkshire

RDC
Copy

WALKER MORRIS
King's Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: CAS/PHY.2-1568

THIS AGREEMENT is made the 13 day of MAY 2011

BETWEEN: -

- (1) RYEDALE DISTRICT COUNCIL of Ryedale House, Malton, North Yorkshire YO17 7HH ("Council") of the first part; and
- (2) DAVID WILLIAM ROSS AND MARGARET ROSEMARY FIELDEN ROSS of 117 Ruffa Lane, Pickering, North Yorkshire YO18 7HY (hereinafter referred to as "First Owner" and "Second Owner" respectively) of the second part; and
- (3) PERSIMMON HOMES LIMITED (Company No 04108747) whose registered office is at Persimmon House Fulford York YO1 4FE ("Developer") of the third part

1 DEFINITIONS

1.1 In this Agreement the expressions listed below shall have the meanings respectively assigned in relation thereto unless the context otherwise requires it: -

"1990 Act" means the Town and Country Planning Act 1990 as amended;

"Affordable Dwellings" means together the Social Rented Dwellings and the Affordable/Intermediate Dwellings and reference to "Affordable Dwelling" shall be construed accordingly;

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex B of PPS3 (or any future guidance that replaces it);

"Affordable Housing Commuted Sum" means the sum of £29,561 00 (twenty nine thousand five hundred and sixty one pounds only) to be paid by the Owners to the Council in lieu of the provision of .55 of a unit of Affordable Housing that would have been required to be provided within the Development as a contribution to be applied by the Council towards a broad range of schemes and initiatives, linked to providing additional Affordable Housing, which may

include but not be limited to the following: -

- 1 Support for Housing Associations for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;
- 2 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals;
- 3 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
- 4 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

the need for which directly arises from the Development;

"Affordable Housing Contribution"

means if applicable in relation to: -

- 1 a Social Rented Dwelling a sum equal to the difference between the price that would enable the Housing Association to charge a Social Rent and the Market Value of that Social Rented Dwelling on the date that it is sold on the open market in accordance with the provisions of paragraph 15 of the First Schedule (less the costs of any "finishing

touches" / sales extras); and

2. an Affordable/ Intermediate Dwelling a sum equal to the difference between the price that would enable the Housing Association to charge an Affordable Rent and the Market Value of that Intermediate Dwelling on the date that it is sold on the open market in accordance with the provisions of paragraph 1.5 of the First Schedule (less the costs of any "finishing touches" / sales extras)

in both cases such sum to be agreed between the Owners and the Council and to be used by the Council in lieu of the provision or part provision of Affordable Dwellings on the Land for the provision of or improvements to existing Affordable Housing elsewhere within Pickering;

"Social Rented Dwellings"

means the 10 dwellings consisting of 3 x three bed houses and 7 x two bed houses to be constructed in accordance with the Planning Permission and paragraph 1.1 of the First Schedule to this Agreement and to be made available at a Social Rent to persons in accordance with the Housing Associations and / or Nominated Housing Associations policy and reference to " **Social Rented Dwelling**" shall be construed accordingly;

"Social Rent"

means a rent which is comparable to the average rents charged in the Council's administrative area by Housing Associations for properties of an equivalent type age and floor area prior to the introduction of the Affordable Rented Framework to the Social Rented Dwellings and which sum shall be agreed for lettings between the Owners the Housing Services Manager and the Housing Association or Nominated Housing Association (whichever has taken the transfer of the

Social Rented Dwellings) in accordance with Government Target Rents at the time and thereafter any increases or decreases shall be in accordance with the Housing Association's or Nominated Housing Association's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council;

"Agreement"

means this Agreement;

"Application"

means the written application made on behalf of the Developer to the Council under reference 10/01384/MFUL and validated by the Council on 21 December 2010 for full planning permission for residential development for erection of 17 no. two-bedroom dwellings, 14 no. three-bedroom dwellings, 18 no. four-bedroom dwellings, 4 no. five-bedroom dwellings, garages, parking, public open space and formation of vehicular access and emergency access;

"Buffer Area"

means that part of the Land which is shown for identification purposes edged green on the Plan attached to this Agreement;

"Children's Play Facilities"

means the children's play facilities to be provided within the Public Open Space in accordance with a scheme to be approved under Condition 29 of the Planning Permission or such other drawing that may be first agreed in writing between the Council and the Owners from time to time;

"Commencement of Development"

means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56 of the 1990 Act Save That the term "*material operation*" shall not include operations in connection with any work of or associated with archaeological investigation

demolition site clearance remediation works
environmental investigation site and soil surveys
ground grouting erection of contractors work
compound erection of site office erection of fencing to
site boundary and reference to "**Commence
Development**" shall be construed accordingly;

"Development" means the development proposed by the Application and any development pursuant to the Application of all or part of the Land;

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

"Education Contribution" means the sum of £81,576 00 (eighty one thousand five hundred and seventy six pounds only) to be paid by the Owners to the Council as a contribution to be applied by the Council towards procuring improvements to primary school education in Pickering the need for which directly arises from the Development;

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

"Government Social Rents" means the target rents published by the Homes and Communities Agency as amended from time to time and agreed by the Council in writing;

"Homes and Communities Agency" means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

"Housing Association" means a housing association or registered provider operating in the area of the Land as defined by the

Housing Act 1996 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered by the Homes and Communities Agency under the provisions of Chapter 1 Part 1 of the Housing Act 1996 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be proposed by the Owners and approved by the Council and reference to "**Housing Associations**" shall be construed accordingly;

"Housing Services Manager" means the Housing Services Manager of the Council or such other Officer as may from time to time be nominated by him / her or carry out the functions at the date hereof carried out by him / her;

"Independent Chartered Surveyor" means a member of the Royal Institution of Chartered Surveyors appointed by agreement between the Owners at their own costs and the Council or in the absence of such agreement upon the application of either party to the President of the Royal Institution of Chartered Surveyors and the phrase "**Independent Chartered Surveyors**" shall be construed accordingly;

"Affordable/Intermediate Dwellings" means the 8 dwellings consisting of 3 x three bed houses and 5 x two bed houses to be constructed in accordance with the Planning Permission and paragraph 1 1 of the First Schedule to this Agreement and to be made available as shared ownership housing or shared equity housing or such other form of Affordable/intermediate housing (other than Social Rented Dwellings) 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 or such other funding

that is in accordance with government policy relating to Housing Association rent levels at the time and first approved in writing by the Council suitable for those unable to meet their housing needs on the open market such properties to be made available at an Affordable/Intermediate Rent to persons in accordance with the Housing Associations and / or Nominated Housing Associations policy and reference to "Affordable/Intermediate Dwelling" shall be construed accordingly;

"Affordable/Intermediate Rent"

means: -

1. an intermediate rent set at 80% of the open market rent for Pickering ("**Intermediate Rent**"); or
2. in the event that a Housing Association is unable to dispose of the Affordable/Intermediate Dwellings at an Intermediate Rent, and if first approved in writing by the Council, a rent up to 80% of the open market rent for Pickering ("**Affordable Rent**")

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

"Land"

means land at Whitfield Avenue, Pickering, North Yorkshire as shown for identification purposes only edged red on the Plan;

"Management Company"

means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owners for the purposes of carrying out future maintenance of the Public Open Space and Children's Play Facilities and:

1. which is incorporated in England, Wales or Scotland;
2. which has its registered office in England, Wales or Scotland; and
3. whose primary objects permit it to maintain and renew the Public Open Space and Children's Play Facilities;

"Market Value"

means a figure to be agreed between the Owners and the Council calculated having regard to the estimated amount for which a relevant Dwelling should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

"Nominated Housing Association"

means a housing association nominated by the Owners in substitution for the Housing Association pursuant to this Agreement;

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

"Off-Site Highway Works Contribution"

means the sum of £18,000.00 (eighteen thousand pounds only) to be paid by the Owners to the Council as a contribution to be applied by the Council towards procuring the extension of the existing footpath along the north side of Ruffa Lane up to the junction of Whitfield Avenue and / or the installation of traffic calming measures on Whitfield Avenue the need for

which directly arises from the Development;

"Off-Site POS Contribution"

means the sum of £56,500 00.00 (fifty six thousand and five hundred pounds only) to be paid by the Owners to the Council as a contribution to be applied by the Council towards the provision of and / or improvements to youth and / or adult sports facilities within the vicinity of the Land within Pickering;

"Open Market Dwellings"

means those units to be constructed on the Land excluding the Affordable Dwellings for sale on the open market and **"Open Market Dwelling"** shall be construed accordingly;

"Owners"

means collectively the First Owner and the Second Owner;

"Pickering Town Council"

means Pickering Town Council of Memorial Hall, Potter Hill, Pickering, YO18 8AA or any respective successor authority that carries out its functions from time to time;

"Plan"

means Drawing No. WA/003 Rev B annexed to this Agreement;

"Planning Permission"

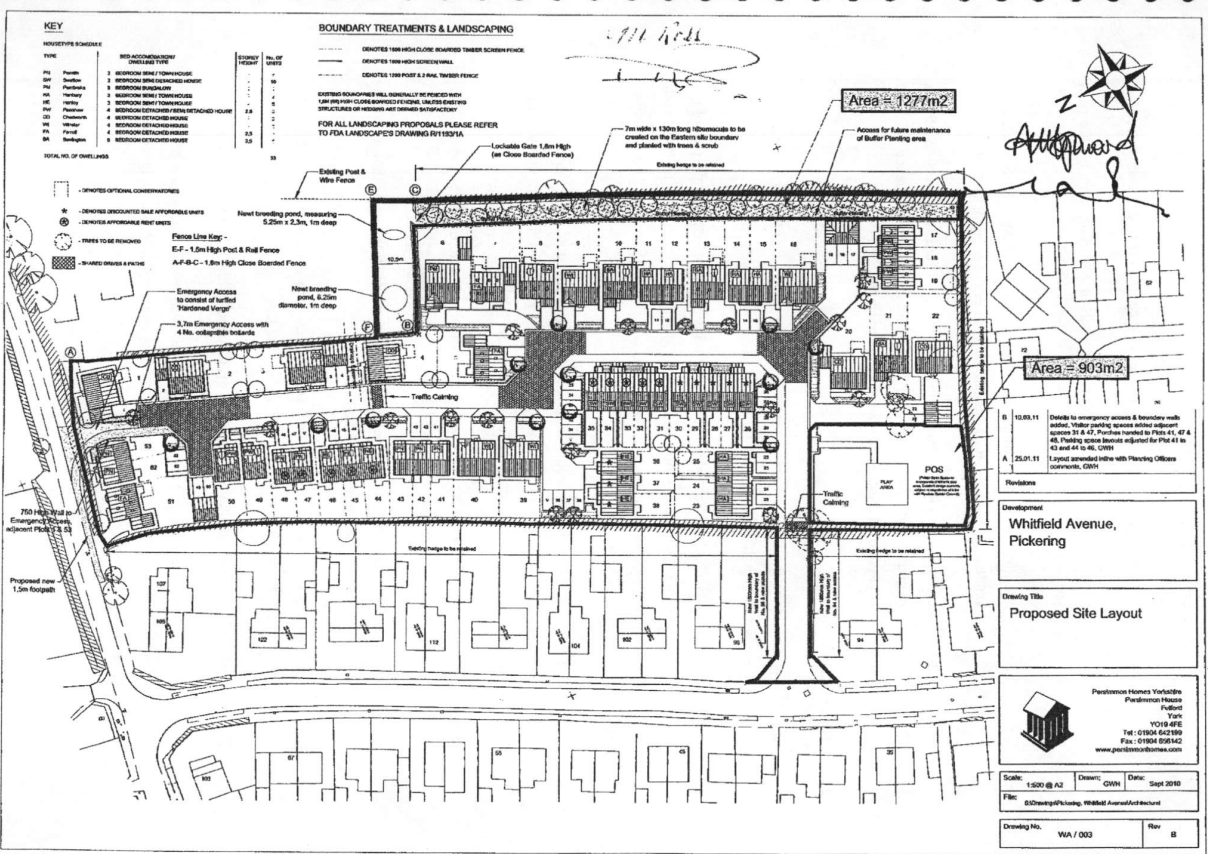
means a planning permission issued pursuant to the Application substantially in the form attached as the Fourth Schedule to this Agreement;

"Public Open Space"

means that part of the Land which is shown for identification purposes edged blue on the Plan attached to this Agreement that is to be made available for use by the general public for the provision of leisure and recreation

1.2 Where the context so requires: -

1.2.1 The singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate.



KEY

NO	SYMBOL	DESCRIPTION
1	[Symbol]	OPTIONAL CONSERVATION
2	[Symbol]	DISCOUNTED SELF-APPROPRIATE SHOPS
3	[Symbol]	DISCOUNTED EMPLOYMENT USES
4	[Symbol]	THINGS TO BE REMOVED
5	[Symbol]	SHARED DRIVES & PARKING

BOUNDARY TREATMENTS & LANDSCAPING

- DESIGNS 100 WITH CLOSE BOARDED TIMBER SCREEN FENCE
 - DESIGNS 100 WITH SCREEN FENCE
 - DESIGNS 100 WITH 2.2 METER FENCE
 - DESIGNS 100 WITH 2.2 METER FENCE
- EXISTING SCRAPERS WILL GENERALLY BE REMOVED WITH
 LOW IMPACT CLOSE BOARDED FENCE. EXISTING
 STRUCTURES OR REMAINS ARE DEMOLISHED
- FOR ALL LANDSCAPING PROPOSALS PLEASE REFER
 TO FDA LANDSCAPING DRAWING P11831A

Area = 1277m²

Area = 903m²

Access for future maintenance of Buffer Planting area

7m wide x 120m long (120m wide to be created on the Eastern site boundary and closed with trees & scrub)

Existing hedge to be retained

Existing Pool & Wire Fence

Lockable Gate 1.8m High (as Close Boarded Fence)

Existing hedge to be retained

Emergency Access to central of yard

Emergency Access with 4 No. underground vehicles

3.7m Emergency Access with 4 No. underground vehicles

Next breeding pond, measuring 5.25m x 2.2m, 1m deep

Next breeding pond, 6.25m diameter, 1m deep

Traffic Calming

Traffic Calming

POS

- 10.03.11 Details for emergency access & boundary walls added. Visitor parking spaces added adjacent to 10 & 11. Provisions removed for Plot 41, 42 & 43. Parking spaces removed adjacent for Plot 41 as it is not a traffic lane.
- 25.01.11 Layout amended in line with Planning Officers comments. CDR

Development
 Whitfield Avenue,
 Pickering

Drawing Title
 Proposed Site Layout

Peninsula Homes Yorkshire
 Penetration Yorkshire
 York
 YO19 4FE
 Tel: 01904 621300
 Fax: 01904 890342
 www.peninsulahomes.com

Scale: 1:200 @ A2 Drawn: GWH Date: Sept 2010

File: E:\Drawing\Pickering, Whitfield Avenue\Structure

Drawing No. WA / 003 Rev B

- 1.2.2 References to any party shall include the successors in title of that party.
- 1.2.3 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.2.4 Any covenant by the Owners not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing
- 1.2.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement

2 RECITALS

- 2.1 The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.
- 2.2 The First Owner and the Second Owner are the registered proprietors of the part of the Land shown for the purposes of identification only hatched purple on the Plan with freehold title absolute registered at H.M. Land Registry under Title Number NYK371226.
- 2.3 The First Owner is the registered proprietor of the part of the Land shown for the purposes of identification only hatched yellow on the Plan with freehold title absolute registered at H.M. Land Registry under Title Number NYK272347.
- 2.4 The First Owner is the owner in fee simple in possession of the part of the Land shown for the purposes of identification only edged blue on the Plan.
- 2.5 The Second Owner is the owner in fee simple in possession of the Land shown for the purposes of identification only hatched green on the Plan.
- 2.6 The Developer has an interest in the Land by way of a contract for sale dated 22 October 2010 and made between the Owners and the Developer.
- 2.7 The Developer has made the Application to the Council for the Planning Permission.
- 2.8 The Council is satisfied that the Development is such as may be approved by the Council under the 1990 Act subject to conditions and subject to the obligations and restrictions contained in this Agreement.

2.9 The Owners by entering into this Agreement do so to bind the Land and to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Agreement

3 OPERATIVE PROVISIONS

3.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act as substituted by Section 12 of the Planning and Compensation Act 1991 and to the extent that the covenants in this Agreement are not made under Section 106 of the 1990 Act they are made under Section 111 or section 139 of the Local Government Act 1972 and all other powers so enabling

3.2 The planning obligations comprised in this Agreement on the part of the Owners shall not become effective until the following conditions are satisfied: -

3.2.1 the Planning Permission has been granted; and

3.2.2 except where otherwise stated in this Agreement the Commencement of Development

3.3 The Owners hereby covenant with the Council that the Land shall be permanently from the date specified in clause 3 2 above subject to, and the Developer acknowledges that the Land shall be bound by, the restrictions and provisions regulating the Development and use thereof specified in the First Schedule to this Agreement

3.4 The Council covenants with the Owners to comply with its obligations in the Third Schedule.

4 IT IS AGREED AND DECLARED AS FOLLOWS: -

4.1 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest): -

4.1.1 occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs;

4.1.2 in respect of any part or parts of the Land in respect of any period during which it or they shall no longer have an interest in such part or parts of the Land;

4.1.3 if he or it shall be an occupier or owner or tenant of a Dwelling;

4.1.4 if he or it shall be an occupier or tenant or a purchaser of a site or sites for statutory infrastructure purposes in relation to the Development.

4.2 If the Planning Permission shall expire before the Commencement of Development or shall at any time be revoked or modified (without the consent of the Owners) this Agreement shall forthwith determine and cease to have effect

4.3 It is hereby declared that this Agreement is a planning obligation and that the land subject to the obligation is the Land and that the Agreement is enforceable by the Council.

4.4 This Agreement is a local land charge and shall be registered as such

4.5 Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council to give or confirm its consent where required under this Agreement or as to failure to agree Market Value or as to any other matter or thing arising out of or connected with the subject matter of this Agreement or any failure to agree upon any matter may be referred in accordance with clause 4.6 below to the determination of an Independent Chartered Surveyor.

4.6 Any reference to an Independent Chartered Surveyor in accordance with clause 4.5 above shall be to a reputable Independent Chartered Surveyor unconnected to any of the parties hereto and experienced in commercial development matters who shall be agreed between the parties to the dispute or appointed on the application of any party to the dispute made at any time by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy and the decision of such Independent Chartered Surveyor shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error) and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any Independent Chartered Surveyor shall act as an expert pursuant to the terms of this clause 4.6 then each of the parties to the dispute shall be entitled to submit to him representations and

cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the Independent Chartered Surveyor himself) shall be paid.

4.7 Wherever this Agreement requires the approval agreement determination or consent of the Council or the Owners such approval agreement determination or consent is not to be unreasonably withheld or delayed.

4.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development) granted (whether or not on appeal) after the date of this Agreement

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

4.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement as provided for by Section 1 of that Act provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

FIRST SCHEDULE
(Owners' Covenants)

The Owners hereby jointly and severally covenant with the Council as follows: -

1 AFFORDABLE DWELLINGS

On-Site Provision

1.1 To procure that the Affordable Dwellings be constructed on the Land in accordance with the Planning Permission and approved plans and a physical specification to be negotiated with the Housing Association for offer of disposal to a Housing Association or a Nominated Housing Association at a price which enables the Housing Association and / or a Nominated Housing Association as the case may be to charge: -

1.1 1 a Social Rent in respect of the Social Rented Dwellings; and

1.1 2 an Affordable/Intermediate Rent in respect of the Affordable/Intermediate Dwellings

on terms and conditions approved in writing by the Council **PROVIDED ALWAYS** that the Owners will not be required to provide more than 18 Affordable Dwellings on the Land

1.2 As soon as reasonably practicable following the Commencement of Development to nominate in writing to the Council the Housing Associations to some of which the Owners will market the Affordable Dwellings **PROVIDED THAT** it is agreed that with the Council's prior approval the Owners will be entitled to amend the nomination by adding or removing Housing Associations from time to time during the course of carrying out the Development ("**Nomination**"). Within 10 working days of the Council receiving from the Owners a Nomination the Council may notify to the Owners in writing of any additional Housing Associations to whom the Owners shall offer and use reasonable endeavours to contract to transfer the Affordable Dwellings

1.3 The Owners shall as soon as reasonably practicable following a Nomination pursuant to paragraph 1.2 of this Schedule enter into negotiations with those Housing Associations which it have selected from its Nomination and the Council has added and use reasonable endeavours to contract to transfer the Affordable Dwellings to be constructed within the Development to such Housing Associations which expresses an interest in acquiring those dwellings as it shall choose at a price which enables the Housing Association to charge:-

1.3.1 a Social Rent in respect of the Social Rented Dwellings; and

1.3.2 an Affordable/Intermediate Rent in respect of the Intermediate Dwellings

1.4 In the event that the Housing Association(s) declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed within the Development on the terms of this Agreement or if in the Owners' or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Housing Association for the transfer of some or all of the Affordable Dwellings within a period of three months from the date of the offer referred to in paragraph 1.3 of this Schedule the Owners or the Council shall give written notice to the other ("**Notice**") and the Owners may select another Nominated Housing Association(s) from a Nominations referred to in paragraph 1.2 of this Schedule .

1.5 The Owners shall offer to enter into negotiations with the Nominated Housing Association for the transfer to it of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Housing Association) on the terms of this Agreement and if the Nominated Housing Association declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Housing Association) within a period of three months from the date of the offer referred to in paragraph 1.4 of this Schedule and the Council acting reasonably is satisfied on the evidence provided by the Owners that the Owners have used reasonable endeavours to transfer the Affordable Dwellings (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Housing Association) to the Nominated Housing Association and there is no reasonable prospect of securing the transfer of any part or element of the Affordable Dwellings to be constructed within the

Development to a Nominated Housing Association then the Owners shall be permitted to dispose of the Affordable Dwellings to be constructed within the Development that may not have been contracted to be sold to the Housing Association or the Nominated Housing Association (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Housing Association or the Nominated Housing Association) individually on the open market free from the restrictions and obligations contained in this Agreement and the Owners shall upon the first 12 month anniversary of the sale of the first Affordable Dwelling on the open market pay to the Council the Affordable Housing Contribution attributable to all of the Affordable Dwellings sold on the open market during that year with each subsequent payment if applicable to be calculated on the same basis and made on the 12 month anniversary following the preceding payment until such time that there are no further Affordable Dwellings to be sold on the open market

1.6 Not to permit (unless the Owners are entitled to dispose of the Affordable Dwellings on the open market in accordance with the provisions of paragraph 1.5 of this Schedule): -

1.6.1 Occupation of more than 50% of the Open Market Dwellings until the Owners have entered into a binding contract with a Housing Association(s) for the disposal of the Affordable Dwellings;

1.6.2 Occupation of more than 75% of the Open Market Dwellings until 50% of the Affordable Dwellings have been constructed and transferred to a Housing Association(s);

1.6.3 Occupation of more than 90% of the Open Market Dwellings until the Affordable Dwellings have been constructed and transferred to a Housing Association(s)

1.7 It shall be a term of the sale of the Affordable Dwellings that the Housing Association and / or the Nominated Housing Association as the case may be shall not dispose of or cause or permit the disposal of the Affordable Dwellings other than for the purpose of providing tenancies at: -

1.7.1 a Social Rent in respect of the Social Rented Dwellings; and

1.7.2 an Affordable/Intermediate Rent in respect of the Affordable/Intermediate Dwellings

to Eligible Occupiers.

18 Prior to the transfer of any of the Affordable Dwellings pursuant to this Schedule the Owners shall ensure they are fully serviced and accessible by vehicles and pedestrians.

19 To supply within 14 working days from the date of the transfer of the Affordable Dwellings to the Housing Association and / or the Nominated Housing Association as the case may be a copy of that transfer to the Council.

1.10 Any transfer of the Affordable Dwellings to a Housing Association or a Nominated Housing Association shall contain reasonable provisions ensuring that the Affordable Dwellings remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision but nothing in this schedule shall apply upon: -

1.10.1 the exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Affordable Dwelling under the terms of a Shared Ownership Lease based substantially on the Homes and Communities model lease; or

1.10.2 the exercise of its power of sale by a mortgagee of the Housing Association and / or the Nominated Housing Association as the case may be or of any of the Affordable Dwellings or the sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order; or

1.10.3 any subsequent disposition of the properties following a disposal falling within paragraphs 1.10.1 or 1.10.2 above.

Off-Site Provision

1.11 Not to allow the Occupation of more than 40 Dwellings until the Affordable Housing Commuted Sum has been paid to the Council

2 PUBLIC OPEN SPACE & CHILDREN'S PLAY FACILITIES

2.1 By no later than: -

2.1.1 the first planting season following the Occupation of the 10th Dwellings (or such other number of Dwellings that may first be agreed in writing between the Owners and the Council) to lay out and provide the Public Open Space in accordance with the Planning Permission and approved plans or in accordance with any amended plans submitted to and approved by the Council; and

2.1.2 Occupation of the 45th Dwelling (or such other number of Dwellings that may first be agreed in writing between the Owners and the Council) to provide the Children's Play Facilities.

2.2 Upon the completion of the works specified in paragraphs 2.1 of this Schedule to the Council's reasonable satisfaction to within six months of completion of the Public Open Space and the Children's Play Facilities transfer title for the Public Open Space and the Children's Play Facilities (in whole or in separate parts on an ongoing basis as and when each part of the Public Open Space is completed to the Council's reasonable satisfaction) to either: -

2.2.1 a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on terms agreed between the Owners and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company; or

2.2.2 Pickering Town Council on terms agreed between the Owners and Pickering Town Council in consultation with the Council such terms to include details of a commuted sum relating to the future maintenance of the Public Open Space and the Children's Play Facilities and all further maintenance shall be thereafter carried out by Pickering Town Council **PROVIDED THAT** it is agreed that Pickering Town Council shall be under no obligation to accept the transfer pursuant to paragraph 2.2 of this Schedule

AND FURTHER PROVIDED THAT it shall be a term of the transfer that either the Management Company or Pickering Town Council as the case may be will: -

(a) maintain and manage in perpetuity the Public Open Space and the Children's Play Facilities in accordance with the principles of good horticultural and estate management; and

(b) only allow the use of the Public Open Space and the Children's Play Facilities for public access and recreation and for no other purpose.

2.3 In calculating any service charge or other payment due from the owners or occupiers of individual Dwellings in respect of the areas of Public Open Space and the Children's Play Facilities the Owners or the Management Company shall only be entitled to levy any such charge against the Affordable Dwellings as is reasonable in all the circumstances and has been agreed in advance with the Housing Association or the Nominated Housing Association as the case may be

2.4 The Owners hereby declare that pursuant to Section 31(5) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owners to dedicate the same as highway save in relation to any areas that the Owners wish to dedicate as public highway and first agrees with the Council

3 EDUCATION CONTRIBUTION

3.1 Not to allow the Occupation of more than 30 Dwellings until £40,788.00 of the Education Contribution has been paid to the Council

3.2 Not to allow the Occupation of more than 45 Dwellings until the balance of £40,788.00 of the Education Contribution has been paid to the Council.

4 OFF-SITE HIGHWAY WORKS CONTRIBUTION

4.1 Not to allow the Occupation of more than 50 Dwellings until the Off-Site Highway Works Contribution has been paid to the Council.

5 OFF-SITE POS CONTRIBUTION

5.1 Not to allow the Occupation of more than 20 Dwellings until £28,250.00 of the Off-Site POS Contribution has been paid to the Council.

5.2 Not to allow the Occupation of more than 45 Dwellings until the balance of £28,250.00 of the Off-Site POS Contribution has been paid to the Council.

6 ECOLOGY

- 6.1 To allow access to the Buffer Area for the purposes of great crested newt population monitoring, as stipulated within the Natural England European Protected Species Licence (EPSL) application for a period of at least three years from the spring of 2011.
- 6.2 To retain and maintain the two great crested newt mitigation ponds shown within the Buffer Area created as part of the mitigation package contained within the EPSL by ensuring that: -
 - 6.2.1 they remain free of fish (of any species);
 - 6.2.2 no additional aquatic plant material is introduced;
 - 6.2.3 they are not in-filled; and
 - 6.2.4 excess aquatic plant material is removed at intervals during the late autumn in order to maintain a vegetation cover: open water ration of 1:1 (i.e. to ensure that 50% of the ponds' surface remains as open water)
- 6.3 To ensure that the two newt ponds shown within the Buffer Area continuously hold sufficient water to maintain a sustainable newt population.
- 6.4 In the event that any of the ponds leak or otherwise not hold sufficient water to maintain a sustainable newt population this shall be corrected and the ponds re-lined if necessary.

SECOND SCHEDULE

(Occupancy Criteria)

The Owners shall ensure the Affordable Dwellings are occupied by persons

1. who have for a period of at least 3 years been ordinarily resident within the town of Pickering,
or
2. who have been permanently employed in the town of Pickering for 3 years or more, or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident for a period of at least 3 years in any of the Parishes which adjoin the town of Pickering
4. if no such person qualifies under paragraph 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
5. if no such person qualifies under paragraph 4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 5.1 family associations in the area of Ryedale District,
 - 5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Dwelling becomes vacant, or
 - 5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

THIRD SCHEDULE

(Council's Covenants)

The Council covenants with the Owners and the Developer as follows: -

- 1 To issue the Planning Permission as soon as is reasonably practicable but in any event no later than 5 working days of the date of this Agreement
- 2 To issue a receipt for each instalment of the Affordable Housing Commuted Sum, the Education Contribution, and each instalment of the Off-Site Highway Works Contribution and the Off-Site POS Contribution and if applicable the Affordable Housing Contribution
- 3 Upon receipt to place the sums referred to in paragraph 2 of this Schedule in an interest bearing account or in separate accounts as the Council shall in its discretion decide
- 4 To apply the Affordable Housing Commuted Sum towards the purposes specified in the definition of Affordable Housing Commuted Sum the need for which directly arises from the Development and not to apply the Affordable Housing Commuted Sum for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied
- 5 To apply the Education Contribution towards the purposes specified in the definition of Education Contribution the need for which directly arises from the Development and not to apply the Education Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.
- 6 To apply the Off-Site Highway Works Contribution towards the purposes specified in the definition of Off-Site Highway Works Contribution the need for which directly arises from the Development and not to apply the Off-Site Highway Works Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied
- 7 To apply the Off-Site POS Contribution towards the purposes specified in the definition of Off-Site POS Contribution the need for which directly arises from the Development and not to apply the Off-Site POS Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied

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- 8 If applicable, to apply the Affordable Housing Contribution towards the purposes specified in the definition of Affordable Housing Contribution the need for which directly arises from the Development and not to apply the Affordable Housing Contribution for any other purposes and the Council shall (on the reasonable request of the payee or the payee's nominee) provide evidence that the monies have been so applied.
 - 9 In the event the Affordable Housing Commuted Sum the Education Contribution the Off-Site Highway Works Contribution and / or the Off-Site POS Contribution and if applicable the Affordable Housing Contribution or any part or parts thereof are not expended within five years of the date on which such monies were received by the Council, or in the case of the Education Contribution and the Off-Site POS Contribution within five years of the date when the Council receives the final instalment of the payment, then the sum or sums not expended plus interest accrued will be repaid to the person who paid the sum or sums or its nominee.
 - 10 The Council will on the reasonable written request of the Owners at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof and thereafter cancel all relevant entries in the Register of Local Land Charges

FOURTH PARAGRAPH

(Draft Decision Notice)

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990 FULL APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

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

Application No: 10/01384/MFUL

Proposal: Erection of 17no. two-bedroom dwellings, 14no three-bedroom dwellings, 18no four-bedroom dwellings, 4no five-bedroom dwellings, garages, parking, public open space and formation of vehicular access and emergency access

at: Land Adj Whitfield Avenue Pickering North Yorkshire

for: Persimmon Homes Yorkshire Ltd (Mr J Birkin)

Decision Date:

REASON FOR APPROVAL

The proposed development is in accord with the following development plan policies and there are no other material considerations that outweigh those listed development plan policies:

Ryedale Local Plan - Policy H1 - Housing land provision
Ryedale Local Plan - Policy H3 - Housing allocation, Whitfield Ave, Pickering
Ryedale Local Plan - Policy H7 - Residential development within settlements
Ryedale Local Plan - Policy H14 - Public open space in residential developments
Ryedale Local Plan - Policy L7 - Public Open Space
Ryedale Local Plan - Policy T3 - Access to the local highway network
Ryedale Local Plan - Policy T7 - Parking
Ryedale Local Plan - Policy T10 - Public rights of way and pedestrian facilities
Ryedale Local Plan - Policy U1 - Off-site sewerage infrastructure
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal
Regional Spatial Strategy - Policy H1 - Provision and Distribution of Housing
Regional Spatial Strategy - Policy H3 - Managing the Release of Land in Support of Interventions to Address Failing Housing Markets
Regional Spatial Strategy - Policy H4 - The Provision of Affordable Housing
Regional Spatial Strategy - Policy S1 - Applying the Sustainable Development Principles
Regional Spatial Strategy - S4 - Urban and Rural Design
National Policy Guidance - PPS1 - 'Delivering Sustainable Development' 2005
National Policy Guidance - PPS3 - 'Housing' 2006
National Policy Guidance - PPS9 - 'Biodiversity and Geological Conservation' 2005

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and taking into account the following reasons:

The site comprises a housing allocation in the Ryedale Local Plan. This is a revised application to previous approval 07/00869/MFUL. The design and layout is in keeping with the character of the area, and the development will not have a significant adverse impact on the existing amenities of neighbouring occupiers. There are no objections from statutory consultees, and ecological issues have been mitigated. Accordingly the District Council has resolved to approve the application subject to conditions and a section 106 agreement.

CONDITIONS AND ASSOCIATED REASONS

- 01 The development hereby permitted shall be begun on or before .
- Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Prior to the laying of any foundations and the construction of any built development (or such later date as may be agreed in writing with the Local Planning Authority), details and samples of the materials to be used on the exterior of the building the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.
- (NB Pursuant to this condition the applicant is asked to complete and return the attached proforma before the development commences so that materials can be agreed and the requirements of the condition discharged)
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan
- 03 Prior to the laying of any foundations and the construction of any built development (or such later date as may be agreed in writing with the Local Planning Authority), a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan
- 04 Prior to the laying of any foundations and the construction of any built development (or such later date as may be agreed in writing with the Local Planning Authority), details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority
- Reason: To ensure an appropriate appearance and to comply with the requirements of Policy H7A (ii) of the Ryedale Local Plan

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- 05 Prior to the laying of any foundations and the construction of any built development (or such later date or stage in development as may be agreed in writing with the Local Planning Authority), full details of the materials and design of all means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.

Reason:- To ensure that the development does not prejudice the enjoyment by the neighbouring occupiers of their properties or the appearance of the locality, as required by PPS1- Delivery Sustainable Development

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

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

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

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

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

(1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:

- (a) the proposed highway layout including the highway boundary
- (b) dimensions of any carriageway, cycleway, footway, and verges
- (c) visibility splays
- (d) the proposed buildings and site layout, including levels
- (e) accesses and driveways

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

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

Reason:- In accordance with Policy T3 of the Ryedale Local Plan 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.

- 09 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.

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The completion of all road works, including any phasing, shall be in accordance with a programme approved in writing with the Local Planning Authority in consultation with the Highway Authority before the first dwelling of the development is occupied.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents

- 10 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 and in the interests of highway safety.

- 11 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until visibility splays providing clear visibility of 2 metres x 2 metres measured down each side of the access and the back edge of the footway of the major road have been provided. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy T3 and the interests of road safety to provide drivers of vehicles using the access and other users of the public highway with adequate inter-visibility commensurate with the traffic flows and road conditions

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

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

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

The required highway improvements shall include:

- (a) Widening of Ruffa Lane to a normal width of 3.7m as agreed on site with the Engineer representing the Highway Authority from no. 107 up to and including the proposed emergency access link point.
(b) Provision of a 1.5 metre wide kerbed footway from no. 107 Ruffa Lane up to the proposed emergency access link point

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(c) Provision of a gully and connection to an approved point of outfall, on the south side of the widened section of Ruffa Lane as described in (a) above, at a point as agreed on site with the Engineer representing the Highway Authority.

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

- 13 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 12 above

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

- 14 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing WA/003 Rev.(As amended following the recommendations given in this consultation response). 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 T3 of the Ryedale Local Plan and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

- 15 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 T3 of the Ryedale Local Plan and to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity of the development.

- 16 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 and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

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- 17 Unless otherwise approved in writing by the Local Planning Authority, there shall be no HGV's brought onto the site until a survey recording the condition of the existing highway has been carried out in a manner approved in writing by the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and in the interests of highway safety and the general amenity of the area

- 18 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.

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 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.

- 19 Unless otherwise approved in writing by the Local Planning Authority, there shall be no establishment of a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction on the site until details of the routes to be used by HGV operation traffic have been submitted to, and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Thereafter, the approved routes shall be used by all vehicles connected with construction on the site

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and in the interests of highway safety and the general amenity of the area

- 20 No part of the development which exceeds 45 no. dwellings shall be brought into use until an emergency access of at least 3.7 metres wide and minimum centre line radius of 9 metres is provided between the north end of the proposed highway and Ruffa Lane

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

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- 21 Within six months of the substantial completion of the penultimate dwelling, traffic regulation measures as considered appropriate to restrict the speed of traffic on the proposed adoptable highway, contained within this approval, shall be submitted in writing for consideration by the Local Planning Authority in consultation with the Highway Authority, and thereafter be implemented by the applicant in accordance with the requirements as described by the subsequent making and sealing of the relevant Traffic Regulation Order.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to secure appropriate highway construction to an adoptable standard, in the interests of highway safety and the amenity and convenience of highway users

- 22 Prior to the commencement of any clearance works on site, seed shall be collected from those parts of the field supporting the most species areas of unimproved grassland. This seed shall thereafter be sown on the proposed hibernacula to the east of the site and the margins of the public open space. This shall be augmented by plug planting turves from within the site. Such works shall be carried out in accordance with the submitted ecological report

Reason: To retain and create areas of unimproved grassland on site, and to satisfy the requirements of PPS9 – Biodiversity and Geological conservation

- 23 The development hereby approved shall only be carried out in accordance with the submitted letter from Haigh Huddleston dated 12th January 2011 (ref E105220/TH/PW002 and the following mitigation measure detailed within it:-

1. Limiting the surface water run off generated by the development so that it will not exceed the run off from the undeveloped site and not increase the risk of flooding off site and not increase the risk of flooding off site. The scheme must be in line with drawing no E10/5220/01A and discharge limited to 5L/S. a suitable maintenance regime for the drainage scheme must be in place for the lifetime of the development

Reason: To prevent flooding by ensuring the satisfactory storage of/ disposal of surfaces water from the site, and to satisfy the requirements of PPS25 - 'Development and Flood Risk' 2006

- 24 Prior to the commencement of the development hereby approved, a drawing showing the alignment of protective fencing in accordance with BS 5837: 2005 'Trees in relation to construction - recommendations' shall be submitted to the Local Planning Authority for approval in writing. The alignment of the fencing along that part of the eastern boundary which is to include new buffer planting shall run along the boundary. The approved fencing shall be implemented prior to the commencement of the development, including any soil stripping and shall be retained in situ until the completion of the development

Reason: To ensure that the existing boundary hedges and trees shown to be retained on drawing no. R/1193/1D, and the land allocated for buffer planting along the eastern boundary of the site are not damaged as a consequence of the development.

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- 25 Unless otherwise agreed in writing by the Local Planning Authority, no building or other obstruction shall be located over or within 3 metres of the line of the main/sewer, which crosses the site.

Reason:- In order to allow sufficient access for maintenance and repair work at all times and to ensure that Policies U2 and U4 of the Ryedale Local Plan are not prejudiced by the development

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

Reason:- In order to allow sufficient access for maintenance and repair work at all times and to ensure that Policies U2 and U4 of the Ryedale Local Plan are not prejudiced by the development.

- 27 Unless otherwise approved in writing by the Local planning authority there shall be no piped discharge of surface water from the development prior to the completion of the approved surface water drainage works and no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason: To ensure that no foul or surface water discharge takes place until proper provision has been made for their disposal and to satisfy the requirements of Policies U2 and U4 of the Ryedale Local Plan.

- 28 Unless otherwise agreed in writing by the Local Planning Authority, surface water from vehicle parking and hardstanding areas shall be passed through an interceptor of adequate capacity prior to discharge. Roof drainage should not be passed through any interceptor.

Reason: In the interest of satisfactory drainage and to satisfy the requirements of Policy U3 of the Ryedale Local Plan

- 29 Prior to the laying of any foundations and the construction of any built development (or such later date as may be agreed in writing with the Local Planning Authority), details of the layout and design of the children's play area including details of equipment and the drainage of the area shall be submitted to and approved in writing by the Local Planning Authority.

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

- 30 No development shall take place until newt mitigation measures have been undertaken and completed in accordance with the details contained with section 5 of the document "Ecological and walkover summary of the great crested newt position (SLR Nov 2010). Specifically the fencing and trapping out of the application site and the subsequent construction of a hibernaculum's down the eastern part of the site.

Reason:- To ensure the long-term protection of the great crested newt population, and to satisfy the requirements of PPS9 - Biodiversity and Geological Conservation

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

- Drawing No. WA/001 Rev B - Site location plan;
- Drawing No. WA/002 - Topographical survey;
- Drawing No. WA/003 Rev B - Proposed site layout;
- Drawing No. WA/004 Rev A - Site sections/streetscenes;
- Drawing No. WA/005 - Proposed garages;
- Drawing No. WA/006 - Plots 26 to 35 Swallow, Elevations & Plots 1, 51-53, Ruffa Lane Streetscene;
- Drawing No. BA/A3/Planning/01 Rev A - The Barrington Housetype: Floor Plans;
- Drawing No. BA/A3/Planning/02 Rev A - The Barrington Housetype: Elevations;
- Drawing No. CD/Spec/A3/Planning/01 - The Chedworth Housetype, Plots 2 & 3: Floor Plans;
- Drawing No. CD/Spec/A3/Planning/02 - The Chedworth Housetype, Plots 2 & 3: Elevations;
- Drawing No. FA/A3/Planning/01 - The Farroll Housetype: Floor Plans;
- Drawing No. FA/A3/Planning/02 Rev A - The Farroll Housetype: Elevations;
- Drawing No. HB/A3/Planning/01 - The Hanbury Housetype: Floor Plans & Elevations;
- Drawing No. HE/A3/Planning/01 - The Henley Housetype: Floor Plans & Elevations;
- Drawing No. PM/A3/Planning/01 - The Pembroke Housetype: Floor Plans & Elevations;
- Drawing No. PN/A3/Planning/01 - The Penrith Housetype: Floor Plans & Elevations;
- Drawing No. PW/A3/Planning/01 - The Peshaw Housetype: Floor Plans & Elevations;
- Drawing No. SW/A3/Planning/01 - The Swallow Housetype: Floor Plans;
- Drawing No. SW/A3/Planning/02 - The Swallow Housetype: Elevations;
- Drawing No. WS/A3/Planning/01 - The Winstar Housetype: Floor Plans;
- Drawing No. WS/A3/Planning/02 - The Winstar Housetype: Elevations;
- Drawing No. CD/Spec 1/A3-Planning/01 - Plot 1: Chedworth, Floor Plans;
- Drawing No. CD/Spec 1/A3-Planning/02 - Plot 1: Chedworth, Elevations;
- Drawing No. CD/Spec 4/A3-Planning/01 - Plot 4: Chedworth, Floor Plans;
- Drawing No. CD/Spec 4/A3-Planning/02 - Plot 4: Chedworth, Elevations;
- Drawing No. FA/Spec 5/A3-Planning/01 - Plot 5: Farroll, Floor Plans;
- Drawing No. FA/Spec 5/A3-Planning/02 - Plot 5: Farroll, Elevations;
- Drawing No. CD/Spec 20/A3-Planning/01 - Plot 20: Chedworth, Floor Plans;
- Drawing No. CD/Spec 20/A3-Planning/02 - Plot 20: Chedworth, Elevations;
- Drawing No. PW/Spec/A3-Planning/01 - Plot 22: Chedworth, Floor Plans;
- Drawing No. PW/Spec/A3-Planning/02 - Plot 22: Chedworth, Elevations;
- Drawing No. FA/Spec 51/A3-Planning/01 - Plot 51: Farroll, Floor Plans;
- Drawing No. FA/Spec 51/A3-Planning/02 - Plot 51: Farroll, Elevations;
- Drawing No. PN/Spec/A3-Planning/01 - Plots 52 & 53: Penrith, Floor Plans;
- Drawing No. PN/Spec/A3-Planning/02 - Plots 52 & 53: Penrith, Elevations;
- Drawing No. E10/5220/01 Rev A - Haigh Huddleston & Associates: Drainage Feasibility Plan;
- Drawing No. R-1193-1 Rev D - Landscape Masterplan; and
- Drawing No. R-1193-2 - Public Open Space: Landscape Details

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

INFORMATIVE(S)

- 01 The applicant should consult the Environment Agency to ensure that pollution risk to the corallian aquifer is minimised. In particular, the disposal of surface water drainage from roadways to soakaway may not be appropriate in this location.
- 02 The applicant is advised to work in partnership with the police to reduce crime, by considering the 'Police Secured by Design Award Scheme'.

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

HEAD OF PLANNING

Persimmon Homes Yorkshire Ltd (Mr J Birkin)
Persimmon House
Fulford
York
YO19 4FE

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

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



[Handwritten Signature]
Chairman

[Handwritten Signature]
Council Solicitor

Minute 186/2011
Reg No. 6327
Initials Am

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

[Handwritten Signature]

Signed *R. J. Bell*

Print Full Name RICHARD J. BELL

Address 32 QUEEN ST,
SCARBOROUGH
YORK

Occupation RETIRED SOLICITOR



SIGNED as a Deed by the said)

M. M.

MARGARET ROSEMARY FIELDEN)

ROSS)

in the presence of:)

Signed *R. J. Bell*

Print Full Name RICHARD J. BELL

Address

} AS BEFORE

Occupation

EXECUTED AS A DEED by)

PERSIMMON HOMES LIMITED)

acting by its Attorney *WILLIAM KENNEDY BOWLES*

[Signature]

and *Alan Hopwood*

) *Attorney*

in the presence of: -

LILIAN COULSON

) *[Signature]*