

DATED *24 June* 2013

(1) MICHAEL ANTHONY JOHN GREEN AND WENDY ANN GREEN

(2) MICHAEL ANTHONY JOHN GREEN AND WENDY ANN GREEN and THE TRUSTEES OF THE GREYSTONES TRUST and GEM HOLDINGS (YORK) LIMITED

and

(3) RYEDALE DISTRICT COUNCIL

PLANNING OBLIGATION

Under Section 106 of the Town and Country Planning Act 1990

In relation to
Land at East End Ampleforth YO62 4DA

THIS AGREEMENT executed as a Deed is given the 24 day of June 2013
BY

MICHAEL ANTHONY JOHN GREEN and WENDY ANN GREEN of North Lodge Clifton Park Avenue York YO30 5YX ("the First Owner")

MICHAEL ANTHONY JOHN GREEN and WENDY ANN GREEN and INVESTACC LIMITED (CRN 02719226) of Minerva House Unit 9 Port Road Business Park Carlisle Cumbria CA2 7AF (as Trustees of the Greystones Trust Pension Scheme) and

MICHAEL ANTHONY JOHN GREEN and WENDY ANN GREEN and GEM HOLDINGS (YORK) LIMITED (07968336) of North Lodge aforesaid ("the Second Owner")

RYEDALE DISTRICT COUNCIL of Ryedale House Malton North Yorkshire YO17 7HH ("the Council")

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The First Owner and the Second Owner together shall be "the Owners".
- 3 The Owners are the freehold owners of the Site registered at HM Land Registry as Title Numbers NYK381407 and NYK 161839 respectively
- 4 The Owners have submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed and the Council has resolved at its meeting on 8 February 2012 that planning permission should be granted for the Development pursuant to the Planning Application subject to prior completion of this deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	The Town and Country Planning Act 1990
"Social Rent"	means a rent which is comparable to the rents charged in the Ryedale District Council administrative area by Housing Associations for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager the Owner and the Housing Association and thereafter any increases or decreases in accordance with the Tenant Services Authority or any successor body guidance at the time

"Social Rented Dwellings"	Means Plots 6 and 7 of and forming part of the Development and shown on drawing number GO55.01 05 revision E annexed to this Agreement constructed in accordance with the provisions of the Third Schedule to this Agreement to be let on Assured Tenancies to Eligible Occupiers
"Affordable Dwellings"	Means the Social Rented Dwellings and the Intermediate/ Affordable Dwellings together
"Affordable Housing Commuted Sum"	The sum of £20,000 (twenty thousand pounds) representing 0.2 of an affordable dwelling
"Affordable Housing Contribution"	the sum calculated in accordance with the Fifth Schedule
"Application"	The application for full planning permission submitted to the Council for the Development and allocated reference number 11/0570/MFUL.
"Assured Tenancy"	Means a tenancy within the terms of the Housing Act 1988 as amended.
"Commencement of Development"	The date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Council"	shall include any successor body
"Council Solicitor"	Means the Council Solicitor of the Council or such other Officer as may from time to time be nominated by him / her or carry out the functions at the date hereof carried out by him/her;
"Completion Date"	within 20 Working Days of the date of exchange of contracts for the Affordable Dwelling(s)
"Development"	The development set out in the Application
"Eligible Occupier"	Means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement

"Housing Association"	Means a Registered Provider registered in accordance with Part 2 of the Housing and Regeneration Act 2008 (or as re-defined by any amendment, replacement or re-enactment of such Act) and regulated by the Homes and Communities Agency Regulatory Committee or any successor body and approved in writing by the Housing Services Manager.
"Housing Services Manager"	Means the Housing Services Manager of the Council or such other Officer as may from time to time be nominated by him/her or carry out the functions at the date hereof carried out by him/her.
"Intermediate/Affordable"	Means Plot 5 of and forming part of the Development constructed in accordance with the provisions of the Third Schedule to this Agreement and as shown on drawing number GO55.01.05 revision E annexed to this Agreement and to be made available as shared ownership housing or shared equity housing or such other form of intermediate affordable housing including discount sale pursuant to a restricted freehold scheme that meets the criteria of Annex 2 to NPPF (or any future guidance or initiative that replaces or supplements it) agreed in writing with the Council and which, for the avoidance of doubt, may include any initiative subject to receipt of Homes and Communities Agency funding 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 with the Housing Association's policy.
"Intermediate/Affordable Rent"	Means an intermediate rent set up to 80% of the open market rent for Ampleforth or such other price that is in accordance with the government policy relating to Registered Provider rent levels at the time and first approved in writing by the Council
"Interest"	Interest at 4 per cent above the base lending rate of the National Westminster Bank Plc from time to time.
"Market Dwellings"	Means those units to be constructed on the Site (excluding the Affordable Dwellings) for sale on the open market and "Market Dwelling" shall be construed accordingly.
"Market Value"	Means a figure to be agreed between the Owner and the Council calculated having regard to the estimated amount for which a relevant Dwelling should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

"Nominated Housing Association"	Means a Housing Association nominated by the Owners in substitution for the Housing Association pursuant to the Third Schedule to this Agreement
"Off-site Contribution"	The sum of £17,675 (seventeen thousand six hundred and seventy-five pounds) for the development and enhancement of the sport, leisure and play facilities within the parish of Ampleforth.
"Owners"	shall include their successors in title and assigns
"Plan"	The plan attached to this Deed.
"Planning Permission"	The full planning permission subject to conditions to be granted by the Council pursuant to the Application the form of which is set out in the Second Schedule.
"Practical Completion"	A dwelling has been constructed and fitted out and is ready for occupation
"Site"	The land against which this Deed may be enforced as shown edged red on the Plan.
Working Days	mean any day save Saturdays, Sundays and bank holidays

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and contains planning obligations for the purposes of that section and **WITNESSES** as follows:-

- 1 The Owners covenant with the Council so as to bind the Site to perform the obligations specified in the Third Schedule
- 2 The Council covenants with the Owners to perform the obligations contained in the Sixth Schedule
- 3 It is hereby agreed and declared as follows:
 - 3.1 Save in respect of the obligation contained within paragraph 5 of the Third Schedule which shall take effect upon completion of this Deed, the covenants contained in the Third Schedule are conditional and shall only take effect upon the grant of Planning Permission pursuant to the Planning Application and upon the Commencement of Development .
 - 3.2 No person shall be liable for breach of a covenant contained in this Deed after they has parted with all its interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
 - 3.3 If the Planning Permission expires before the Commencement of Development or is at any time quashed, revoked or (without the consent of the Owners or any of them) modified then

this Deed shall forthwith determine and cease to have effect and the Owners shall cease to have any obligation or continuing obligation in respect of any provisions hereof

- 3.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 3.5 This Deed is a local land charge and shall be registered as such.
- 3.6 The obligations contained herein are enforceable by the Council in accordance with the provisions of Section 106(3) of the Town and Country Planning Act 1990 (as amended).
- 3.7 The parties agree that the liability of Michael Anthony John Green and Wendy Ann Green and Investacc Limited as Trustees of the Greystones Trust Pension Scheme ("the Trustees") shall be limited to the extent of the assets for the time being which are under their control as trustees of the Greystones Trust Pension Scheme and that the Trustees shall have no liability after they respectively cease to be a trustee of that trust.

IN WITNESS whereof this Deed has been executed by the Owners and the Council as a Deed the day and year first before written

FIRST SCHEDULE

(Description of the Site)

Land known as land at East End Ampleforth YO62 4DA being land registered at HM Land Registry under title numbers NYK 381407 and NYK 161839 and shown for the purposes of identification only edged red on the Plan

SECOND SCHEDULE
(Form of Planning Permission annexed hereto)

THIRD SCHEDULE

THE OWNERS COVENANTS WITH THE COUNCIL

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

- 1. Off-Site Public Open Space Contribution**
- 1.1 Not to permit occupation of the fourth Market Dwelling on the Site until the Off-site Contribution and the Affordable Housing Commuted Sum have been paid to the Council.
- 2 Affordable Housing**
- 2.1 To procure that the Affordable Dwellings be constructed on the Site in accordance with the Planning Permission and approved plans and the 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:-
 - 2.1.1 A Social Rent in respect of the Social Rented Dwellings; and
 - 2.1.2 An Intermediate/Affordable Rent in respect of the Intermediate/Affordable Dwellings
 - 2.1.3 On terms and conditions approved in writing by the Council.
- 2.2 As soon as reasonably practicable to nominate in writing to the Council the Housing Association to 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 thereafter ("Nomination") Within 10 working days of the Council receiving from the Owners a Nomination the Council may notify the Owners in writing of any additional Housing Associations to be included within the Nomination
- 2.3 The Owners shall as soon as reasonably practicable following a Nomination pursuant to paragraph 2.2 of this Schedule offer and thereafter use reasonable endeavours to contract to transfer the Affordable Dwellings to such Housing Association(s) it has selected from the Nomination and use reasonable endeavours to contract to transfer the Affordable Dwellings to be constructed within the Development to such Housing Association(s) which expresses an interest in acquiring those dwellings as it shall choose.
- 2.4 In the event that the Housing Association(s) declines or is unable to accept the transfer of the Affordable Dwellings to be constructed 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 2.3 of this Schedule the Owners, or the Council may give written notice to the other ("Notice") and the Owners shall select another Nominated Housing Association(s) from the Nomination referred to in paragraph 2.2 of this Schedule

2.5 The Owners shall offer to enter into negotiations with the Nominated Housing Association referred to in paragraph 2.4 for the transfer to it of the Affordable Dwellings to be constructed within the Development on the terms of this Agreement and if the Nominated Housing Association(s) declines or is unable to accept the transfer of the Affordable Dwellings to be constructed within the Development or contracts have not been exchanged within a period of three months from the date of any offer made pursuant to paragraph 2.4 of this Schedule the Owners or the Council may give written notice to the other ("Notice") and the Owners shall select another Nominated Housing Association(s) from the Nomination referred to in paragraph 2.2 of this Schedule and this procedure shall be repeated as necessary but if contracts have not been exchanged with a Housing Association or Nominated Housing Association for the transfer of all the Affordable Dwellings within 12 months of the date of the first offer pursuant to paragraph 2.3 of this Schedule or if following negotiations no offer is forthcoming 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 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 Affordable Dwelling(s) not contracted to be sold to the Housing Association or the Nominated Housing Association on the open market free from the restrictions and obligations contained in this Agreement and the Owners shall within 28 days of each sale pursuant to this clause pay to the Council the Affordable Housing Contribution in accordance with the calculation at the Fifth Schedule.

2.6 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 2.5 of this schedule)

Practical Completion of more than four of the Market Dwellings until the Affordable Dwellings have been constructed and transferred to a Housing Association(s)

2.75 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 -

2.7.1 A Social Rent in respect of the Social Rented Dwellings; and

- 2.7.2 An Intermediate/Affordable Rent in respect of the Intermediate/Affordable Dwellings to Eligible Occupiers.
- 2.8 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
- 2.9 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
- 2.10 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 Occupiers, 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:-
- 2.10.1 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
- 2.10.2 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
- 2.10.3 Any subsequent disposition of the properties following a disposal falling within paragraphs 4.8.1 or 4.8.2 above.
3. To pay to the Council on the date hereof an amount to cover the Council's reasonable legal fees incurred in the preparation, checking, approval and execution of this Deed in the sum of £350 plus VAT

FOURTH SCHEDULE

Eligibility Criteria

Persons

1. Who have for a period of at least 3 years been ordinarily resident within the Parish of Ampleforth.
2. Who have been permanently employed in the Parish of Ampleforth 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 following Parishes which adjoin Ampleforth; Byland with Wass, Old Byland with Scawton Sproxton, Oswaldkirk and Gilling East.
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 association in the area of Ryedale District,
 - 5.2 Any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Dwelling becomes vacant, or
 - 5.3 Through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

FIFTH SCHEDULE

Affordable Housing Contribution

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

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

minus

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

Sixth Schedule

Council's Covenants

Repayment of Contributions

1. The District Council hereby covenants with the Owner to use the contributions received from the Owner under the terms of this Deed ("the Contributions") for the purposes specified; PROVIDED that where these contributions are to be passed to a third party to be used for the purposes specified, to use reasonable endeavours to ensure that the contributions are used by that third party for the purpose specified.
2. The District Council covenants with the Owner that it will pay to the Owner such amount of the Contributions made to the District Council under this Deed which have not been expended in accordance with the provisions of this Deed within five years of the date of receipt by the District Council of such payment together with Interest for the period from the date of payment to the date of refund.
3. The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the Contributions paid by the Owner under this Deed.

Discharge of Obligations

4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed and arrange for the removal of any entries on the Local Land Charges register in respect of this Deed.

Grant of Planning Permission

5. The District Council shall issue the Planning Permission within 10 Working Days of completion of this Deed

East End Garage, Ampleforth



GIS BY ESRI (UK)



Scale: 1:1250

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Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	08 February 2012
SLA Number	Not Set

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: 11/00570/FUL

Proposal: Erection of 2 no four bedroom dwelling, 4 no four bedroom dwelling with attached single garage, 1 no two bedroom dwelling, and terrace of 3 no two bedroom dwellings together with change of use, alteration and extension of barn to form 1 no four bedroom dwelling, 2 no detached triple garages and formation of vehicular access from Back Lane

at: East End Garage Main Street Ampleforth, Thomsley YO62 4DA

for: GEM Construction & Shopfitting Ltd

Decision Date:

REASON FOR APPROVAL

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

- Ryedale Local Plan - Policy H7 - Residential development within settlements
- Ryedale Local Plan - Policy I3 - Access to the local highway network
- Ryedale Local Plan - Policy F7 - Parking
- Ryedale Local Plan - Policy A1 - 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 U5 - Septic tank problem areas
- National Planning Policy Framework

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

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

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

Reason:- In the interests of maintaining the character of the Conservation Area, and to satisfy the requirements of the National Planning Policy Framework

- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed.

Reason:- In the interests of maintaining the character of the Conservation Area, and to satisfy the requirements of the National Planning Policy Framework

- 04 Prior to the commencement of the development details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority

Reason: To ensure an appropriate appearance and to comply with the requirements of the National Planning Policy Framework

- 05 Prior to the commencement of the development hereby approved, details of finished floor levels, and existing and proposed ground levels tied to an existing datum shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- By virtue of the sloping nature of the site and to ensure that the development does not have an adverse impact on the character of the area, and to satisfy the requirements of the National Planning Policy Framework

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

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season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation

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

- 07 The guttering to the development hereby permitted shall be fixed by means of gutter spikes and no fascia boarding shall be used unless agreed in writing by the Local Planning Authority

Reason:- In the interests of maintaining the character of the listed building, and to satisfy the requirements of the National Planning Policy Framework

- 08 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, in conjunction with the neighbouring occupiers at Victoria House. 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 the National Planning Policy Framework

- 09 Notwithstanding the provisions of Schedule 2, Part 1 of the Town & Country Planning (General Permitted Development) Order 1995 (or any Order revoking, re-enacting or amending that Order), development of the following classes shall not be undertaken other than as may be approved in writing by the Local Planning Authority following a specific application in that respect:

Class A: Enlargement, improvement or alteration of a dwellinghouse

Class B: Roof alteration of a dwellinghouse

Class C: Any other alteration to the roof of a dwellinghouse

Class D: Erection or construction of a domestic external porch

Class E: Provision within the curtilage of a dwellinghouse of any building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of a dwellinghouse or the maintenance, improvement or other alteration of such a building or enclosure.

Reason:- To ensure that the appearance of the area is not prejudiced by the introduction of unacceptable materials and/or structure(s) and to satisfy Policy H7A criteria (i) and (ii) of the Ryedale Local Plan

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

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Reason: To safeguard the privacy and amenity of adjoining residents and to satisfy Policy H7 of the Ryedale Local Plan

- 11 The development hereby approved shall be carried out in accordance with the submitted ecological survey

Reason:- To ensure that those species protected under the Wildlife and Countryside Act are not harmed by the development, and to satisfy the requirements of the National Planning Policy Framework

- 12 Before the development hereby permitted commences, details of the ground surfacing materials shall be submitted to and approved in writing by the Local Planning Authority

Reason:- To ensure a satisfactory external appearance, and to satisfy the requirements of the National Planning Policy Framework

- 13 Any rooflights shall be of metal construction with structural glazing bars, low profile and top hung Details of which shall first be submitted to and approved in writing by the Local Planning Authority

Reason:- To ensure a satisfactory external appearance, and to satisfy the requirements of the National Planning Policy Framework

- 14 All existing and proposed boundary walls shall be repaired and maintained in a traditional manner, including the use of lime mortar unless otherwise agreed in writing by the Local Planning Authority

Reason:- In the interests of maintaining the character of the Conservation Area, and to satisfy the requirements of the National Planning Policy Framework

- 15 Unless otherwise agreed by the Local Planning Authority, development shall not commence until a detailed remediation scheme for bringing 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 historic environment is prepared, and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, time table 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

Reason:- To ensure the satisfactory development of the site, and to satisfy the requirements of the National Planning Policy Framework

- 16 Unless otherwise agreed in writing by the Local Planning Authority, 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. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works

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Following completion of measures identified in the approved remediation scheme, a verification 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

Reason:- To ensure the satisfactory development of the site, and to satisfy the requirements of the National Planning Policy Framework

- 17 During the approved development, any unexpected contamination found that was not previously identified shall be notified in writing immediately to the Local Planning Authority and work cease until the extent of the contamination has been investigated and remedial action, which has been agreed in writing with the Local Planning Authority, has been completed. Following completion of measures identified in the approved remediation scheme, a verification report must be submitted and approved in writing by the Local Planning Authority.

Reason:- To ensure the satisfactory development of the site, and to satisfy the requirements of the National Planning Policy Framework

- 18 The existing mature tree screen at the southern end of the site where it abuts the surgery shall be retained and maintained. Any trees which within a period of 10 years from the date of this permission, die, are removed or become diseased, shall be replaced in the next planting season with others of similar sizes and species unless otherwise agreed in writing by the Local Planning Authority

Reason:- To ensure that the existing amenities of users of the surgery are maintained, and to satisfy the requirements of Policy 17 of the Ryedale Local Plan

- 19 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 an 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:(St Hilda's Walk)

- (a) Provision of tactile paving
- (b) Widen carriageway to 5.0 metres across existing surgery frontage; adjust kerbing and drainage apparatus to suit and provide 1.2 metre wide footway link from the existing public footway to the proposed on-site footway
- (c) (Main Street) Alterations to the existing dropped kerb, footway levels and construction and existing keep clear lining

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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

- 20 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 19

The required highway improvements shall include:(St Hilda's Way)
a Provision of tactile paving
b Widen carriageway to 5.0 metres across existing surgery frontage; adjust kerbing and drainage apparatus to suit and provide 1.2 metre wide footway link from the existing public footway to the proposed on-site footway.
c (Main Street)Alterations to the existing dropped kerb, footway levels and construction and existing keep clear lining

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

- 21 Unless otherwise agreed in writing by the Local Planning Authority, prior to the construction of any of the dwellings hereby approved, the highway improvement works identified on drawing HU-RB-MS-180-101 shall be carried out in their entirety to the satisfaction of the Local Planning Authority.

Reason: In accordance with Policy T3 and in the interests of the safety and convenience of highway users.

- 22 Unless otherwise agreed in writing by the Local Planning Authority a sight line shall be provided at the new access to the development onto Main Street, measured 2.4 metres back from and parallel to the edge of the existing carriageway along the total site frontage in accordance with details to be submitted to, and approved in writing by the Local Planning Authority. Hereafter the area between the sight line and the highway boundary shall remain clear of obstructions in excess of 1 metre in height above carriageway level.

Reason:- In accordance with Policy T3 and in the interests of road safety.

- 23 No part of the development shall be brought into use until the approved vehicle access, parking, manoeuvring and turning areas have been constructed in accordance with the submitted drawing (Reference Plan G055 01 05 Rev H)

Once created, these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times

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YORK
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Reason:- In accordance with Policy T3 and to provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development

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

- 25 Unless approved otherwise in writing by the Local Planning Authority, there shall be no establishment on a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction of the site until proposals have been submitted to and approved in writing by the 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, and to provide for appropriate on-site vehicle parking and the storage facilities, in the interests of highway safety

- 26 The first floor windows on the eastern elevation of Plot 2 shall be non-opening and be permanently glazed with frosted or opaque glass of a type to be submitted and approved in writing by the Local Planning Authority prior to the occupation of the building

Reason:- To protect the privacy of adjoining properties, and satisfy the requirements of Policy H7 of the Ryedale Local Plan.

- 27 Prior to the commencement of the development an arboricultural method statement shall be submitted to the Local Planning Authority for approval in writing. The submitted statement shall in particular provide details for the protection of the ground between T2, T3, and T4 and the new property on plot 2 and the construction of that part of the access to the north of T6

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Reason: To ensure that the trees and hedgerows to be retained on and adjacent to the site are not detrimentally affected by the development, and to ensure that they are properly protected throughout the development phase and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

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

- * Drawing No GO55:01:01 Rev B - Block plan;
- * Drawing No GO55:01:05 Rev H - Site plan as proposed;
- * Drawing No GO55:01:06 Rev B - Plot 1 plans and elevations;
- * Drawing No GO55:01:07 Rev D - Plot 2 plans and elevations;
- * Drawing No GO55:01:08 Rev C - Plots 3 and 4 plans and elevations;
- * Drawing No GO55:01:09 Rev B - Plots 5, 6 and 7 plans and elevations;
- * Drawing No GO55:01:10 Rev D - Garages plans and elevations;
- * Drawing No GO55:01:11 Rev D - Site sections
- * Drawing No HU-RB-MS-180-101 - proposed highway movements

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

INFORMATIVE(S)

- 01 The applicant is advised that this decision notice should be read in conjunction with the Agreement made under Section 106 of the Town and Country Planning Act 1990
- 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 An explanation of terms used above is available from the Highway Authority

Footnote
In dealing with and determining this application, the Local Planning Authority have sought to take a positive approach to foster the delivery of sustainable development in accordance with the requirements of the National Planning Policy Framework. As such, the Local Authority has taken steps to work proactively with the applicant to seek solutions to problems that may have arisen in dealing with this application with a view to improving local economic, social and environmental conditions

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

HEAD OF PLANNING

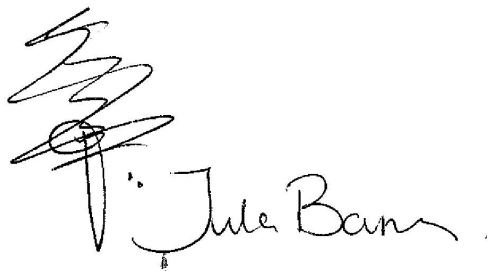
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GEM Construction & Shopfitting Ltd
C/O Brierley Groom & Associates (Mr Greg Groom)
2 Holly Tree House
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YORK
YO26 6QU

EXECUTED as a DEED by
MICHAEL ANTHONY JOHN GREEN
In the presence of

EXECUTED as a DEED by
WENDY ANN GREEN
In the presence of


EXECUTED as a DEED by
INVESTACC LIMITED
Acting by two directors/OR
One director in the presence of:-



Julie Bam

EXECUTED as a DEED by
GEM HOLDINGS (YORK) LIMITED
Acting by two directors/OR
one director in the presence of:-

**EXECUTED as a DEED by
MICHAEL ANTHONY JOHN GREEN**
In the presence of

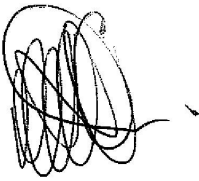

JAG

**EXECUTED as a DEED by
WENDY ANN GREEN**
In the presence of

W A Green
JAG

**EXECUTED as a DEED by
INVESTACC LIMITED**
Acting by two directors/OR
One director in the presence of:-

**EXECUTED as a DEED by
GEM HOLDINGS (YORK) LIMITED**
Acting by two directors/OR
one director in the presence of:-


JAG

...ITED as a DEED by
...HOLDINGS (YORK) LIMITED
...ing by two directors/OR
...one director in the presence of:-

THE COMMON SEAL of RYEDALE DISTRICT COUNCIL
Was hereunto affixed under the authentication of:-

K.A. [Signature]
Council Solicitor.

