

THIS DEED is made the 30 day of AUGUST 2013

BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House, Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **ANDREW BRIAN HAGUE** and ^{SARAH JB}~~SUSAN~~ **JANE HAGUE** both of Wykeham Farm, Wykeham, Old Malton, Malton, North Yorkshire YO17 6RF ("The Developer")

INTRODUCTION

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

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

- | | |
|-----------------------------------|---|
| "Act" | The Town and Country Planning Act 1990. |
| "Affordable Housing Contribution" | Means a sum calculated in accordance with the provisions of Part 2 of the Third Schedule to this Agreement. |
| "Application" | The application for full planning permission submitted to the Council for the Development and allocated reference number 11/01001/OUT. |
| "Commencement of in Development" | The date on which any material operation (as defined Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition |

work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

| | |
|----------------------------------|--|
| "Council Solicitor" | Means the Council Solicitor of the Council or such other Officer as may from time to time be nominated by him / her or carry out the functions at the date hereof carried out by him / her. |
| "Development" | Erection of 8 dwellings (site area 0.37ha). |
| "Dwelling" | Any of the 8 dwellings permitted by the Planning Permission. |
| "Interest" | Interest at 4 per cent above the base lending rate of the National Westminster Bank Plc from time to time. |
| "Public Open Space Contribution" | The sum of £5,750 (Five thousand and seven hundred and fifty pounds) for enhancing and or providing open space within the parishes of Malton and or Norton. |
| "Plan" | The plan attached to this Deed. |
| "Planning Permission" | The planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Second Schedule. |
| "Practical Completion" | Means the completion of all the construction of the dwelling that has to be done, notwithstanding that there may be latent defects, for the purpose of allowing a prospective purchaser to take possession of the dwelling and use it as intended. |
| "Site" | The land against which this Deed may be enforced as shown edged red on the Plan. |

2 CONSTRUCTION OF THIS DEED

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

3 LEGAL BASIS

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

4 CONDITIONALITY

This Deed is conditional upon:

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

(ii) The Commencement of Development

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

5 THE COVENANTS

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

6 MISCELLANEOUS

6.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

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

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

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

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

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

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

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

6.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but

without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 6.9 The provisions of this Deed shall not be enforceable against owners occupiers or tenants of any Dwelling nor against those deriving title under them.
- 6.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7 WAIVER

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

8 CHANGE IN OWNERSHIP

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

9 INTEREST

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

10 VAT

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

11 DISPUTE PROVISIONS

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

12 JURISDICTION

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

13 DELIVERY

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

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

FIRST SCHEDULE

The Site

All that piece of land together with any buildings erected thereon situate and known as land off Heron Way, Norton, Malton, North Yorkshire and shown for the purposes of identification edged red on the Plan

NLUD

National Land Use Database

Legend

Sulape
K. H. ...

Scale : 1:1250

| | |
|--------------|--------------------------|
| Organisation | Ryedale District Council |
| Department | Planning Services |
| Comments | |
| Date | 19 February 2013 |
| SLA Number | 100019406 |



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SECOND SCHEDULE

[Draft Decision Notice]

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990

OUTLINE APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

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

Application No: 11/01001/OUT
Proposal: Erection of 8no. dwellings (site area 0.37ha)
at: Land Off Heron Way Norton Malton North Yorkshire
for: Mr & Mrs A & S Hague
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:

National Planning Policy Framework
Regional Spatial Strategy - Policy ENV5 - Energy
Regional Spatial Strategy - Policy H2 - Managing and Stepping Up the Supply and Delivery of Housing
Regional Spatial Strategy - Policy H5 - Housing Mix
Ryedale Local Plan - Policy ENV7 - Landscaping
Ryedale Local Plan - Policy H7 - Residential development within settlements
Ryedale Local Plan - Policy T3 - Access to the local highway network
Ryedale Local Plan - Policy T7 - Parking
Ryedale Local Plan - Policy U1 - Off-site sewerage infrastructure
Ryedale Local Plan - Policy U2 - Availability of water supplies
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal

CONDITIONS AND ASSOCIATED REASONS

01 Application for approval of reserved matters shall be made to the Local Planning Authority not later than .

The development hereby permitted shall be begun on or before whichever is the later of the following dates:-

Mr & Mrs A & S Hague
C/O O'Neill Associates
Lancaster House
James Nicholson Link
Clifton Moor
York
YO30 4GR

The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last such matters approved.

Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004.

- 02 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-
- (i) the layout, scale and appearance of every building, including a schedule of external materials to be used
 - (ii) the access to the site
 - (iii) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.

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

Class A: Enlargement, improvement or alteration of a dwellinghouse

Class B: Roof alteration to enlarge a dwellinghouse

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

Class D: Erection or construction of a domestic external porch

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

Reason:- In the interests of safeguarding the existing amenities of neighbouring occupiers and to satisfy the requirements of the National Planning Policy Framework.

- 04 None of the residential accommodation hereby permitted shall be occupied by persons aged less than 50 years of age except where a person is registered disabled.

Reason: the viability assessment in relation to education and Public Open Space contributions has been carried out on the basis of occupation by persons over 50 years of age and to satisfy the requirements of the National Planning Policy Framework.

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- 05 The dwellings hereby approved shall be one and a half-storey only as indicated on drawing nos. PL03 and PL04.

Reason:- In the interests of protecting the existing amenities of neighbouring occupiers, and to satisfy the requirements of Policy H7 (iv) of the RLP

- 06 No development of the site shall take place without the prior written approval by the Local Planning Authority of a plan indicating the landscaping of the site, including any proposed changes to existing ground levels, means of enclosure and boundary treatments, hard surfaced areas and materials, planting plans, specifications and schedules, existing plants to be retained and showing how new landscaping relates to any underground services and existing landscape features.

Reason:- In the interests of maintaining the existing amenities of neighbouring occupiers, and to satisfy the requirements of the National Planning Policy Framework.

- 07 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 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 the National Planning Policy Framework.

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

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

- 09 Prior to the occupation of the first dwelling hereby approved, landscaping shall be provided along the boundary of the site with 14 Heron Way, details of which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of safeguarding the amenities of neighbouring occupiers, and to satisfy the requirements of the National Planning Policy Framework.

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- 10 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
 - (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.

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

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

- 11 No dwelling to which this planning permission relates shall be occupied until the carriageway and any footway/footpath from which it gains access is constructed to basecourse macadam level and/or block paved and kerbed and connected to the existing highway network with street lighting installed and in operation.

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

Reason:- In accordance with Policy T3 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.

- 12 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.

- 13 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing T3 of the Ryedale Local Plan. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

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

- 14 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.

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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.

- 15 Unless otherwise approved in writing by the Local Planning Authority, there shall be no HCV'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 and in the interests of highway safety and the general amenity of the area.

- 16 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.

- 17 Unless otherwise agreed in writing by the Local Planning Authority, and prior to the commencement of any works on site a tree survey shall be carried out in accordance with B 55837-2005 – Trees in relation to construction – recommendations.

Reason: To enable the Local Planning Authority to fully assess the trees on site, in the interests of visual amenity, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

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- 18 Before the commencement of the development hereby permitted, or such longer period as may be agreed in writing with the Local Planning Authority, full details of the materials and design of all means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.

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

- 19 Unless otherwise agreed in writing by the Local Planning Authority, development shall not commence until actual or potential land contamination at the site has been investigated and a Phase 1 Desk Study Report has been submitted to and approved in writing by the Local Planning Authority. Should further intrusive investigation be recommended in the Phase 1 Report or be required by the Local Planning Authority, development shall not commence until a Site Investigation Report and if required or requested by the Local Planning Authority, a Remediation Statement have been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and Planning Policy Statement 23. Submission of a verification report to be approved in writing by the Local Planning Authority will be required on the completion of any remedial work.

Reason: To ensure that the development hereby approved complies with section 11 of the National Planning Policy Framework.

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

Drawing No. PL02 Rev B - Proposed site plan;
Drawing No. PL03 - Units A1 and A2 Floor Plans; and
Drawing No. PL04 - Unit B

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

INFORMATIVE(S)

- 01 In imposing condition 11 above, it is recommended that before a detailed planning submission is made, a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.
- 02 There shall be no site clearance, demolition, excavation or depositing of material in connection with the construction of the development until a Traffic Regulation Order being Restriction of Waiting and Loading between the hours of 3.00pm and 3.30pm Monday to Friday along both sides of the length of the proposed adoptable street have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

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APPN NO: 11/01001/OUT

The approved details shall, at the applicant's expense, undergo the legal process required. Subject to the successful completion of this legal process, the measures will be implemented at the applicant's cost prior to the development being brought into use.

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.

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

HEAD OF PLANNING

DRAFT

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THIRD SCHEDULE

THE DEVELOPER'S COVENANTS WITH THE COUNCIL

The Developer hereby covenants with the Council as follows:

PART 1

1. Public Open Space Contribution

- 1.1 Not to permit the sale of the fifth dwelling on the site until the Public Open Space Contribution has been paid to the Council.

PART 2

2 Affordable Housing Contribution

- 2.1 The Developer covenants to conduct undertake the calculation set out in paragraph 2.2 below to determine whether an Affordable Housing Contribution is payable for the Development

2.2 Calculation for Affordable Housing Contribution

2.2.1 The current scheme for the construction of bungalows creates an unviable scheme should affordable housing be required. It is therefore proposed that no affordable housing be created in this development. Based upon a development of 8 bungalows full compliance with the planning authority's policies would require an affordable housing figure to be 35% which is equivalent to 2.80 affordable homes.

2.2.2 Instead, the Council is willing to accept a commuted sum in lieu of providing affordable housing on site, should the calculation set out in paragraph 2.2 below show a more profitable scheme than originally envisaged in the Viability Study.

2.2.2 The calculation for the Affordable Housing Contribution to be paid by way of a commuted sum shall be based upon the following methodology.

2.2.3 Definitions

Market Value means a figure to be agreed between the Developer 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 reasonably, knowledgeably, prudently and without compulsion.

Net Revenue – Means

1. The total sales prices in aggregate of any of the 8 Dwellings which have been sold less any increase in the sale price arising from changes to the basic dwelling specification requested by the purchasers of any Dwelling such deductions to be agreed between the Council and the Developer; plus.
2. The Market Value of each of the 8 Dwellings not yet sold

Affordable Housing Ratio - Means the ratio that exists between the Net Revenue and the amount of money available for the provision of affordable housing and is agreed as the figure of 5.745.

Net Affordable Sum - Means the sum of £137,500 being the difference between the current average Market Value of the Dwellings (£197,500) as detailed in the Viability Study less the average payment made by the affordable housing provider for affordable houses being the sum of £60,000.

Viability Study – means the viability study dated 14 January 2013 a copy of which is annexed hereto.

- 2.2.4 The Developer shall upon Practical Completion of the 6th Dwelling on the Site submit full details of Net Revenue together with certified copies of each Transfer for those Dwellings sold and Market Values for those Dwellings yet to be sold. The Net Revenue will then be divided by the Affordable Housing Ratio.
- 2.2.5 The Net Affordable Sum will then be deducted from the resultant figure.
- 2.2.6 If the balance is greater than the Net Affordable Sum, then an Affordable Housing Contribution will be paid of a sum equal to the difference between the balance and the Net Affordable Sum.

2.2.5 Therefore:

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

B

Where

$$A = \text{Net Revenue}$$

B = Affordable Housing Rate
C = Net Affordable Sum

If D is greater than C then the amount of (D-C) up to a maximum of £385,000 is the amount payable for an Affordable Housing Contribution which shall be paid to the Council for use by it to provide affordable homes elsewhere at the Council's discretion.

If D is equal to or less than C then no Affordable Housing Contribution is payable.

For illustrative purposes only a sample calculation based on figures supplied in July 2013 is shown below:

| | | |
|------------------------------------|-----------------------|------------|
| Net Revenue A: | £1,580,000 | divided by |
| Affordable Housing Rate B: | 5.745 | = £275,021 |
| Minus Net Affordable Sum C: | £275,021 - £137,500 = | |
| Additional Affordable Provision D: | £137,521 | |

Therefore as D is the same as C then no commuted Sum is payable.

2.3 Good Faith

The above calculation shall be facilitated by the Developer acting in good faith and fully disclosing all sale prices achieved and dates of completed sales in the development.

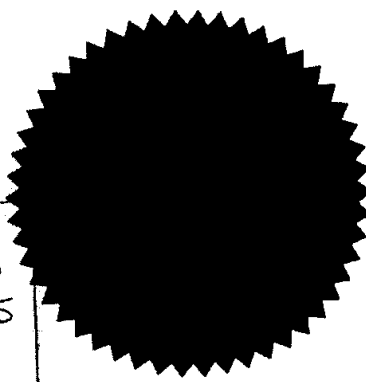
2.4 Due Date for Payment

If any sum is due under this schedule, it shall be due 28 days after acceptance by the Council of the Affordable Housing Contribution calculation, or in the event of a dispute the date 28 days after the final determination of such dispute.

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


Council/Assistant Solicitor

Minute 406
12/13
Reg No. 6435
Initials JB



EXECUTED as a deed by)

ANDREW BRIAN HAGUE)

Andrew Brian Hague

In the presence of:

Witness signature:

J L White

Name:

VICTORIA WHITE

Address:

PEARSONS & WARD
2 MARKET STREET
MALTON
YO17 7AS

EXECUTED as a deed by)

SM

SARAH

SUSAN JANE HAGUE)

Susan Jane Hague

In the presence of:

Witness signature:

J L White

Name:

VICTORIA WHITE

Address:

PEARSONS & WARD
2 MARKET STREET
MALTON
YO17 7AS

DATED 30 AUGUST

2013

THE RYEDALE DISTRICT COUNCIL

and

ANDREW BRIAN HAGUE and ^{SARAH JB} ~~SUSAN~~ JANE HAGUE

AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of Land off Heron Way, Norton, Malton
in the County of North Yorkshire

**K A Winship
Council Solicitor
MALTON**