

11/01/2012/mc

DATED 16th July

2012

THE RYEDALE DISTRICT COUNCIL

and

AMBLESIDE PROPERTY DEVELOPMENTS LIMITED

AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of Land to the west of, Station Road, Newton, Helmsley
in the County of North Yorkshire

K A Winship
Council Solicitor
MALTON

THIS DEED is made the 16th day of July 2012

BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House, Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **AMBLESIDE PROPERTY DEVELOPMENTS LIMITED (CRN 5226568)** whose registered office is 57 Uppleby, Easingwold, York YO61 3BD ("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

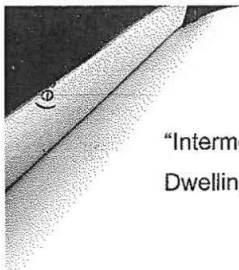
1 DEFINITIONS

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 Fifth Schedule to this Agreement
"Affordable Housing Ratio"	means 5.25
"Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 11/01233/MOUT.
"Chief Financial Officer"	means the Chief Financial Officer (s151) 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;
"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 purposes 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.

- "Contributions" means the Affordable Housing Contribution, the Off-Site Contribution and the Overage.
- "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 21 dwellings (site area 0.56ha) (revised details to refusal 10/00944/MOUT dated 6.12.2010).
- "Eligible Occupier" means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement
- "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;
- "Overage" means a sum calculated in accordance with the provisions of Part 3 of the Third Schedule to this Agreement;



"Intermediate/Affordable Dwellings"

means 5 no two bedroom dwellings and the 2 no three-bedroom dwellings being plots 7,8,9,10,11,12 and,16 forming part of the Development as shown shaded in grey on drawing number 1384/2 Rev U annexed to this Agreement and constructed in accordance with the provisions of the Third Schedule to this Agreement and to be made available as shared ownership housing, shared equity housing, Freehold Covenant Scheme sales or such other form of Intermediate/Affordable housing that meets the criteria of Annex 2 of the NPPF (or any future guidance or initiative that replaces or supplements it) all transfer documentation, covenants and restrictions (rent levels and service charges provisions where appropriate) previously agreed in writing with the Council and suitable for those unable to meet their housing needs on the open market such properties to be made available to Eligible Occupiers.

"Intermediate/Affordable Rent"

means an intermediate rent set up to 80% of the open market rent for Nawton or such other price that is in accordance with 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 Intermediate/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 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 knowledgeably, prudently and in good faith and without any undue compulsion;
"Net Affordable Sum"	Means the sum of £575,000 (being the difference between the current value of the Affordable Dwellings less the payment made by the Eligible Occupier
"Net Revenue"	Means "The sale price of the Market Dwellings less any incentives provided by the Developer in respect of Stamp Duty, Legal Fees, Carpets and Curtains as are listed on each relevant Council of Mortgage Lenders Disclosure of Incentives Form
"Off-site Contribution"	The sum of £28,042 (twenty-eight thousand and forty two pounds) for enhancing and or providing youth and adult leisure facilities or the enhancement of sport and leisure facilities within the Helmsley Electoral Ward for Ryedale District Council.
"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 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.

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.
- 5.2 The Council covenants the Developer as set out in the Sixth 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 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.
- 6.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7 WAIVER

No waiver (whether expressed or implied) by the Council or 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 Market 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 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.

and West Of Station Road, Nawton
Helmsley



GIS by ESRI (UK)



Scale : 1:1250

Reproduced from the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright 2000

Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.

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

Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	16 February 2012
SLA Number	Not Set

FIRST SCHEDULE

The Site

All that piece of land together with any buildings erected thereon situate and known as land to the west of Station Road, Nawton, Helmsley, York and shown for the purposes of identification edged red on the Plan

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: 11/01233/MOUI
Proposal: Erection of 21 dwellings, (site area 0.56 ha) (Revised details to refusal 10/00944/MOUI dated 06.12.2010)
at: Land West Of Station Road Nawton Helmsley
for: Ambleside Homes
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 Policy Guidance - PPS1 - 'Delivering Sustainable Development' 2005
National Policy Guidance - PPS3 - 'Housing' 2006
National Policy Guidance - PPS9 - 'Biodiversity and Geological Conservation' 2005
Ryedale Local Plan - Policy H7 - Residential development within settlements
Ryedale Local Plan - Policy H14 - Public open space in residential developments
Ryedale Local Plan - Policy T3 - Access to the local highway network
Ryedale Local Plan - Policy ENV3 - Development in the Areas of High Landscape Value
Ryedale Local Plan - Policy ENV5 - Visually Important Undeveloped Areas
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:-

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

APPN NO: 11/01233/MOUT

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

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

Reason: To ensure a satisfactory external appearance, and to satisfy the requirements of PPS1

- 04 Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound shall be at least equivalent to the capacity of the tank plus 10%. If there is multiple tankage, the compound shall be at least equivalent to the capacity of the largest tank, or the combined capacity of the interconnected tanks, plus 10%. All filling points, vents, gauges and sight glasses shall be located within the bund. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipework shall be located above ground and protected from accidental damage. All filling points and tank overflow pipe outlets shall be detailed to discharge downwards into the bund.

Reason: To prevent pollution of the water environment and to satisfy the requirements of PPS25.

Amleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

- 05 Prior to being discharged into any watercourse, surface water sewer, or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through trapped gullies, installed in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

Reason:- To prevent pollution of the water environment and to comply with Policy U3 of the Ryedale Local Plan.

- 06 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. Reports shall be prepared in accordance with Contaminated Land Report 11 and Planning Policy Statement 23. Should further intrusive investigation be recommended in the Phase 1 Report, development shall not commence until a Site Investigation Report and if required, a Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Submission of a validation report for approval by this Authority would be required on the completion of any remediation works.

Reason:- To satisfy the requirements of PPS23 - Planning and Pollution Control

- 07 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:- To ensure that the existing amenities of neighbouring occupiers are not adversely affected by any structures and to satisfy Policy H7 of the Ryedale Local Plan

- 08 Unless otherwise agreed in writing, the existing hedge(s) along the northern boundary/boundaries of the site shall be retained and maintained, and details of proposed maintenance measures shall be submitted to and approved in writing by the Local Planning Authority before the commencement of the development. In the event of the existing hedge(s) dying, it/they shall be replaced to a specification that shall first have been approved in writing by the Local Planning Authority. Any new hedgerow plants shall be maintained for a period of five years from being planted and replaced if they die or become diseased by plants of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason:- It is considered that the existing hedge(s) is/are an important visual amenity which should be retained, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

- 09 Notwithstanding the submitted details, plots 1 and 22 shall be single storey, with no rooms in the roof space.

Reason: In the interests of maintaining the existing amenities of neighbouring occupiers, and to satisfy the requirements of Policy PPS1 of the Ryedale Local Plan

- 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.

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

(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 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 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 and in the interests of highway safety

- 13 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 splays are provided giving clear visibility of 33 metres measured along both channel lines of the major road Station Road from a point measured 2.4 metres down the centre line of the access road. 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 in the interests of road safety.

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

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

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

(ii) An independent Stage 2 Safety Audit has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations.

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

The required highway improvements shall include:

- (a) Provision of tactile paving
- (b) Widening of carriageway to Station Road along the whole site frontage to align with the existing section immediately south of the site (nominal width 6.0 metres) together with associated provision of footpath minimum width 1.83 metres (as generally indicated on Drawing No 1384/2N) and positive drainage provision

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

- 15 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing 1384/2N. 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 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.

- 16 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 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.

- 17 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.

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

- 18 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 T3 and in the interests of highway safety and the general amenity of the area.

- 19 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 and the general amenity of the area

- 20 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.

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

Reason: - To ensure the satisfactory drainage of the site, and to ensure that Policies U2 and U4 of the Ryedale Local Plan are not prejudiced by the development.

- 22 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved in writing by the Local Planning Authority

Reason: - To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system and to comply with the requirements of Policy U1 and U3 of the Ryedale Local Plan.

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

- 23 No development shall take place until details of the proposed means of disposal of foul and surface water drainage, including details of any off-site works, have been submitted to and approved in writing by the Local Planning Authority.

Reason: - To ensure that the development can be properly drained and to comply with the requirements of Policies U1 and U4 of the Ryedale Local Plan.

- 24 The development of the site shall be carried out in accordance with the Ecological Assessment Report (MAB Environment and Ecology Ltd November 2011), in particular the habitat enhancement contained with section 10

Reason:- to satisfy the requirements of the National Planning Policy Framework

- 25 Before any part of the development hereby approved commences, plans showing details of a landscaping and planting scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed. 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 during 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 satisfy the requirements of Policy ENV7 of the Ryedale Local Plan.

- 26 Prior to the occupation of any dwelling hereby approved and unless otherwise agreed in writing by the Local Planning Authority the following refuse collection and recycling bins shall be provided:-

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

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

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

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

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

APPN NO: 11/01233/MOUT

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

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

Ambleside Homes
C/O R+JP (Jane Parkin)
32 Main Street
Bishopthorpe
York
YO23 2RB

THIRD SCHEDULE

THE OWNER'S AND DEVELOPER'S COVENANTS WITH THE COUNCIL

The Developer hereby covenants with the Council as follows:

PART 1

1. Off-Site Public Open Space Contribution

- 1.1 Not to permit construction of the first Dwelling on Phase 6 of the site until the Off Site Contribution has been paid to the Council

PART 2

2.1 Disposal of the Discount for Sale Dwelling

- 2.1.1 Not to permit occupation of the 6th Market Dwelling until Practical Completion of the 1st Intermediate/Affordable Dwelling
- 2.1.2 Not to permit occupation of the 8th Market Dwelling until Practical Completion of the 2nd, 3rd, 4th and 5th Intermediate/Affordable Dwellings
- 2.1.3 Not to permit occupation of the 13/14th Market Dwelling until Practical Completion of the 6th and 7th Intermediate/Affordable Dwelling
- 2.2 For a period commencing at least six months before the estimated date for completion of the Intermediate/Affordable Dwellings and ending on the date twelve months after the practical completion of the Intermediate/Affordable Dwellings ("the Marketing Period") the Developer shall use reasonable endeavours to market the Intermediate/Affordable Dwellings for sale such marketing to include advertising promoting and administering sales of each of the Intermediate/Affordable Dwellings.
- 2.3 As a result of the marketing referred to at paragraph 2.2 above the Developer will collate the details of persons who may subsequently be approved by the Housing Services Manager as Eligible Occupiers and will forward such details to the Housing Services Manager within 5 working days of receiving such details.
- 2.4 If the person or persons identified in accordance with paragraph 2.3 above are approved by the Housing Services Manager with a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Developer shall offer to sell the Intermediate/Affordable Dwelling or (as appropriate) the Intermediate/ Affordable Dwellings to the Eligible Occupier.
- 2.5 The offer referred to at paragraph 2.4 above shall include but shall not be limited to the following terms:

- 2.5.1 Each of the Intermediate/Affordable Dwellings shall be offered for sale to an Eligible Occupier at a price
- 2.5.1.1 not exceeding £79,000 (Seventy-Nine Thousand Pounds) in respect of Plots 9,10,11,12 and 16, being two bedroom properties and
- 2.5.1.2 not exceeding £90,000 (Ninety Thousand Pounds) in respect of Plots 7 and 8 being three bedroom properties
- 2.5.2 Contracts to be exchanged within three calendar months of acceptance of the offer by the Eligible Occupier or, if later, the date on which a full package of contract documentation and title information is delivered by the Owner's solicitor to the Eligible Occupier ("the Title Delivery Date")
- 2.6 The Developer shall leave the offer or (as appropriate) each offer referred to at paragraph 2.4 above open for acceptance by the Eligible Occupier for a period of two calendar months from the date of such offer.
- 2.7 In the event that an offer referred to in paragraph 2.4 above is rejected by the Eligible Occupier or is not accepted in writing by the Eligible Occupier within the two month period provided in paragraph 2.6 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 2.9 below shall apply
- 2.8 If the Eligible Occupier accepts the offer within the two month period provided by paragraph 2.6 above then the Developer will use reasonable endeavours to exchange contracts for the sale of the relevant Intermediate/Affordable Dwelling or (as appropriate) those Intermediate/Affordable Dwellings being the subject of the offer with the Eligible Occupier within a period of three months from the date of acceptance of the offer by the Eligible Occupier or the Title Delivery Date whichever is the later
- 2.9 If after the three month period referred to at paragraph 2.8 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 2.7 above then the following shall apply:
- 2.9.1 If the Marketing Period has not expired then the provisions of paragraphs 2.3 to 2.8 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Occupier; or
- 2.9.2 If the Marketing Period has expired then the obligations set out in paragraphs 2.2 to 2.8 inclusive above shall cease to have effect and the provisions of paragraph 2.10 below shall apply in respect of affordable housing provision
- 2.10 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 2.5 to 2.8 inclusive above and in the event that

any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the three month period specified in paragraph 2.8 for the sale of any of the Intermediate/Affordable Dwellings then the following shall apply:

- 2.10.1 The Developer will notify the Housing Services Manager in writing that the offers have been rejected or contracts have not been exchanged ("the Notification") PROVIDED that the Housing Services Manager is satisfied that the Developer has exhausted all possible means to dispose of the Intermediate/Affordable Dwelling in accordance with the provisions set out above; then
- 2.10.2 The Developer shall be at liberty to dispose of the relevant unit on the open market upon such terms as he thinks fit; and
- 2.10.3 The Developer shall pay to the Council within 28 days of the date of sale on the open market of any of the Intermediate/Affordable Dwellings that have not been disposed of to an Eligible Occupier a sum in lieu of such Intermediate/Affordable Dwellings that have not been disposed of and the sum shall be calculated in accordance with the provisions of the Fifth Schedule and shall be utilised by the Council for affordable housing provision in accordance with the provisions of the Sixth Schedule.
- 2.10.4 On payment of the sum referred to in paragraph 2.10.3 above the Developer shall be released from the affordable housing obligations in this paragraph 3 in their entirety in so far as they relate to the relevant unit in respect of which a commuted sum has been paid pursuant to paragraph 2.10.3 above PROVIDED ALWAYS that the provisions of paragraph 2.11 shall continue to apply to any of the Intermediate/Affordable Dwellings that have been disposed of to the Eligible Occupier.
- 2.11 The following provisions shall only apply and regulate the future disposals of any of the Intermediate/Affordable Dwellings following disposal to the Eligible Occupier by the Owner. The Developer shall ensure that the document transferring the Intermediate/Affordable Dwellings to the Eligible Occupier incorporates provisions to ensure so far as the law allows that:
- 2.11.1 The Eligible Occupiers' Estate Interest of any of the Intermediate/Affordable Dwellings disposed of in accordance with paragraphs 2.3 to 2.8 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing Services Manager being the greater of either £79,000 (Seventy-Nine Thousand Pounds) or 50% of the Market Value for plots 9,10,11,12 and 16 being two-bedroom properties; and £90,000 (Ninety Thousand

Pounds) or 50% of the Market Value for Plots 7 and 8 being three properties;

- 2.11.2 When the Intermediate/Affordable Dwellings becomes available for resale the person seeking to re-sell ("the Vendor") will write to the Housing Services Manager and agree with him the criteria which potential occupiers of the Intermediate/Affordable Dwellings must satisfy ("the Agreed Criteria"). The Vendor will thereafter write to such people (if any) nominated by the Council who satisfy the Agreed Criteria giving sales details.
- 2.11.3 The Intermediate/Affordable Dwellings offered for sale from time to time shall not be offered other than to a person or persons residing within the district of Ryedale.
- 2.11.4 If required by the Council the Vendor shall satisfy the Council that the unit has been actively marketed to persons residing within the district of Ryedale who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district.
- 2.11.5 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 2.11.1 and 2.11.2 above and on either:
- 2.11.5.1 the expiration of a period of 12 Months there is no buyer who has made an offer to purchase the interest in the relevant unit at a price not exceeding the percentage of the Market Value that the Vendor paid for the Property when he acquired it on such interest upon the terms that are reasonably acceptable to the Vendor; or
- 2.11.5.2 if there is such a person who is prepared to proceed on that basis who has not entered into a contract to purchase upon terms that are reasonably acceptable to the Vendor within 12 Months of the relevant unit having been placed on the open market for sale pursuant to the provisions of paragraphs 2.11.1 to 2.11.4 (inclusive) above then the Vendor may dispose of his interest in the relevant unit in accordance with paragraph 2.11.1 above to a person irrespective of his geographical area of residence who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district of Ryedale Provided the Vendor obtains the confirmation Housing Services Manager that such person satisfies the Agreed Criteria (save as to geographical area of residence)
- 2.11.6 If despite the Vendor using reasonable endeavours he/she cannot dispose of the relevant unit within 18 Months of it being offered for sale and complying with the

provisions of paragraphs 2.11.1 to 2.11.5 inclusive above then the Vendor shall be at liberty to dispose of the relevant unit on the open market upon such terms as it thinks fit

2.11.7 In the event of a disposal of 100% of the Open Market Value of the relevant unit pursuant to paragraph 2.11.6 above the Vendor shall pay a commuted sum to the Council for the attention of the Housing Services Manager calculated in accordance with the provisions of the Fifth Schedule

2.11.8 In the event of a disposal of the relevant unit on the open market in accordance with paragraph 2.11.6 above such Intermediate/Affordable Dwelling shall forthwith cease to be subject to the terms of this planning obligation

2.11.8.1 In the event that paragraph 2.11.6 above becomes effective the Council (or its successor) will upon written request supply to any interested party confirmation of the effect and events of the above and will remove the entry in the Local Land Charges Register and any other entry in any other register open to public inspection

2.11.8.2 For the purposes of this Agreement the Open Market Value shall in the case of staircasing take no account of any improvements made to the Intermediate/Affordable Dwellings (excluding decorative improvements) and the Vendor shall be entitled to retain 100% of the increase in open market value attributable for such improvements.

2.11.9 In the event of sale of an Intermediate/Affordable Dwelling by a mortgagee in possession the provisions of clause 2.11.5 and 2.11.6 shall apply save that where there is reference to a period of 12 Months it shall be treated as though it was a reference to a period of 6 Months and where there is a reference to a period 18 Months it shall be treated as though it were a reference to a period 12 Months.

2.12 In the event that an Eligible Occupier exercises any right granted by law or by the lease under which the Eligible Occupiers' Estate Interest arises to acquire an increased equity share in an Intermediate/Affordable Dwelling then the Owner and Developer will forward the net proceeds arising there from as agreed in writing with the Council for the provision or improvement of social housing in the district of Ryedale.

PART 3

3 Viability Reassessment

3.1 The Developer covenants to conduct a viability re-assessment of the Development as set out below to determine whether an Overage is payable for the Development

3.2 The current provision of affordable homes is 7, which represents 33.35% based on the development of 21 houses. For this site the Developer is required to provide 7.35 affordable homes equating to 7.35 dwellings

Following re-assessment of the provision of affordable homes, additional provision will be by way of a commuted sum, calculated as follows:

3.2.1 The Developer shall on Practical Completion of the 20th Dwelling on the Site submit full details of all Net Revenue of Market Dwellings achieved together with their respective completion dates and the estimated Net Revenue of the remaining Market Dwellings. The total anticipated Net Revenue will then be divided by the Affordable Housing Ratio. The Net Affordable Sum will then be deducted from the resultant figure.

Therefore:

$$A - C = D$$

B

Where

A = Net Revenue
B = Affordable Housing Ratio
C = Net Affordable Sum
D = Additional Affordable Provision

If D is greater than C then the resultant figure (being the amount by which D is greater than C) up to a maximum of £28,750 will be paid by the Developer to the Council prior to Practical Completion of the last Market Dwelling to be constructed on the site, irrespective of whether or not this is the 14th Market Dwelling.

3.3 Good Faith

The above viability re-assessment 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.

FOURTH SCHEDULE

Eligibility Criteria

The Developer shall ensure the Intermediate/Affordable Dwellings are occupied by persons

1. Where the applicant or the applicant's partner satisfy the following conditions on submission of an application to the Owner to occupy an Intermediate/Affordable Dwelling.
 - 1.1 Who have for a period of at least three years immediately prior to their application to occupy been ordinarily resident within the parishes of Nawton or Beadlam; or if no such person qualifies pursuant to this paragraph 1.1 then;
 - 1.2 who have been permanently employed in the parishes of Nawton or Beadlam for 3 years or more immediately prior to their application to occupy; or if no such person qualifies pursuant to this paragraph 1.2 then;
 - 1.3 who are former residents of the parishes of Nawton or Beadlam with at least 3 years continuous residency in either parish in the last 10 years whose case is accepted in writing by the Housing Service Manager as having a need to return to the villages of Nawton or Beadlam. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause 1.3 by or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing, or if no such person qualifies pursuant to this clause 1.3 then;
 - 1.4 who has been ordinarily resident in one or more of the following parishes, Wombledon, Welburn, Kirkbymoorside, Fadmoor, Helmsley, Pockley, Harome, Bransdale and Nunnington for a continuous period of at least 3 years; or if no such person qualifies pursuant to this clause 1.4 then;
 - 1.5 who have a close family connection (parents, children or siblings) who have been ordinarily resident within the parishes of Nawton or Beadlam for at least five years immediately prior to the application being made and whose case is accepted in writing by the Housing Services Manager as having a need to return to the parishes of Nawton or Beadlam. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause 1.5 by or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing.
2. If no such person qualifies under 1.1 to 1.5 and provided the Housing Services Manager is satisfied that the dwelling has been marketed for a period of at least six months in a manner which would attract any potential occupants who meet the Eligibility Criteria then "Ryedale" may be substituted for the parishes of Nawton and Beadlam in the above criteria.
3. For the purposes of paragraph 1.2 above 'permanently employed' means the main or sole employment being for more than 30 hours per week.
4. The Owner will consult the Housing Services Manager prior to the disposal of any Intermediate/Affordable Dwelling in order to verify that the applicant satisfies the criteria in clause 1 above and will not grant any occupation or changes to occupation of any of the Intermediate/Affordable Dwellings without the prior written approval of the Housing Services Manager. If the Housing Services Manager does not respond to a request by the Owner for approval of a new occupant or of a change of occupant within ten working days of receiving such request, then consent shall be deemed to have been given.

FIFTH SCHEDULE

Affordable Housing Commuted Sum

Intermediate/Affordable Dwellings

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

minus

The purchase price of the Intermediate/Affordable as set out in Clause 2.5 of the Third Schedule.

SIXTH SCHEDULE

Council's Covenants

1. The District Council covenants with the Developer that it will pay to the Developer (whomever shall have paid such sums) 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 the date of receipt being certified by the Council's Chief Financial Officer of such payment together with interest for the period from the date of payment to the date of refund
2. The District Council shall provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the Contributions paid by the Developer under this Deed

Discharge of Obligations

3. At the written request of the Developer 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

4. The District Council shall issue the Decision Notice within 10 working days of completion of this Deed

Affordable Housing Contributions

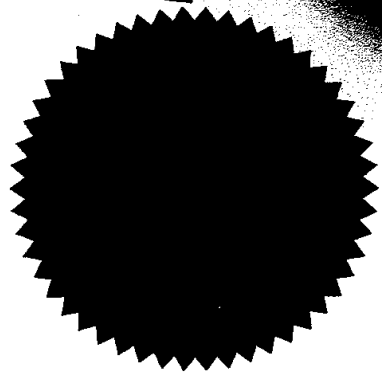
5. The Council will apply the Affordable Housing Contribution and the Overage towards a broad range of schemes and initiatives, linked to providing additional affordable Housing, which may include but not be limited to the following: -
 - 5.1 Support for Affordable Housing Providers for both the development and acquisition of affordable housing, including facilitating any necessary works of improvement or repair;
 - 5.2 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;
 - 5.3 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;
 - 5.4 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council;

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

166/20
Reg No. 6392
Initials ST

~~Chairman~~

K. W. [Signature]
Council Solicitor:



EXECUTED AS A DEED BY)
AMBLESIDE HOMES LIMITED)
Acting By)

Director: *P. Hardy*

Director: