

Shaun Robson

From: Fiona Brown
Sent: 30 October 2013 08:59
To: Karen Hood; Rachel Smith; Shaun Robson; Kim Robertshaw; Daniel Wheelwright; Colin Huby; Gary Housden
Subject: S106 Planning Obligation Land at Low Farm, Main Street, Barton-Le-Street, Malton.
Attachments: Signed S106 Part 1 Oct 13.pdf; Signed S106 Part 2 Oct 13.pdf; Signed S106 Plans Oct 13.pdf

Dear All,

The above s.106 agreement was completed on 29 October 2013 and I attach a copy (in 3 parts) for your records.

- S.106 agreement and planning obligation made between Ryedale District Council (1), Richard Charles Dales(2) and Celia Joyce Raines and Elizabeth Mary Pleasance(3)

Please could it be ensured that the agreement is place on the relevant registers.

Regards,

Fiona.

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THIS DEED is made the 29 day of October 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 Richard Charles Dales of Low Farm, Main Street, Barton-le-Street, Malton YO17 6LP ("the Owner")
- 3 Celia Joyce Raines of The Cottage, Barton-le-Street, Malton YO17 6PN and Elizabeth Mary Pleasance of The Close, The Street, West Horsley, Surrey KT24 6JA (together being "the Mortgagee")

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 Owner 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.
- 3 The Mortgagee is the Registered Proprietor of a Charge dated 12 November 2012 registered at H M Land Registry in the Charges Register of Title Number NYK 401887
- 4 The Council determined on 22 February 2013 to grant the Planning Permission subject to the prior completion of this Deed.


NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990.
"Affordable Rented Dwelling"	the two bedroom dwelling on the Site being plot number 1 as shown edged in red on Plan 1 to be occupied by a Nominated Tenant on an Assured Tenancy at an Affordable Rent
"Affordable Rent"	means a rent which is comparable to the rents charged in the Ryedale District Council



administrative area by Housing associations and Registered Social Landlords for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager and the Owner and thereafter any increases or decreases in accordance with the Homes and Communities Agency or any successor body guidance at the time.

Assured Tenancy"

means a tenancy within the terms of the Housing Act 1988 as amended.

"Application"

the application for full planning permission submitted to the Council for the Development and allocated reference number 12/00916/FUL

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary

"Development"

display of site notices or advertisements and "Commence Development" shall be construed accordingly

the Development of the Site with change of use, alterations and extension of agricultural buildings to form 3 No. two-bedroom dwellings and 1 No seven bedroom dwelling with parking/turning and amenity areas, together with alteration to existing vehicular access and resiting and alteration of existing agricultural building as set out in the Application.

"Dwelling"

any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

"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;

"Nomination Process"

the process by which the Council will nominate prospective tenants for the Affordable Rented Dwelling as set out in Part 1 of Schedule 4

"Nominated Tenant"

a prospective tenant nominated by the Council and who satisfies the criteria set out in Part 2 of Schedule 4

"Occupation" and "Occupied"

occupation for the purposes permitted by the Planning

	Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan"	plan 1 and plan 2 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 Sixth Schedule
"Registered Social Landlord and Housing association"	means independent not-for-profit housing providers regulated by the Homes and Communities Agency.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan 2.

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 their respective statutory functions.

2.7 The headings and contents list 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 Owner 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 Owner.

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 7.1, 10, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Second Schedule and the Third Schedule.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

7 MISCELLANEOUS

7.1 The Owner 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.

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

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

7.4 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.


- 7.5 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.
- 7.6 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 Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 7.7 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.
- 7.8 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.9 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.
- 7.10 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.

8 MORTGAGEE'S CONSENT

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 WAIVER

No waiver (whether expressed or implied) by the Council or the Owner 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 Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner 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

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

12 VAT

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

13 DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between any of 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

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 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

- 13.3 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
- 13.4 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
- 13.5 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.

14 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.

15 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.

THE FIRST SCHEDULE

[the Site]

ALL THAT piece of land TOGETHER WITH buildings erected thereon situate at and known as land at Low Farm, Main Street, Barton-Le-Street, Malton, North Yorkshire, shown edged in red on plan 2.

THE SECOND SCHEDULE

[Negative Obligations]

AFFORDABLE HOUSING COMMUTED SUM

- 1 The Owner covenants with the Council not to occupy or permit occupation of more than 1 of the Dwellings constructed on the Site until the sum of Thirty Two Thousand Two Hundred and Sixty Six pounds (£32,266) (the Affordable Housing Commuted Sum) has been paid to the Council for the Provision of Affordable Housing within the District of Ryedale in accordance with the provisions of Fifth Schedule to this Agreement

ON SITE AFFORDABLE HOUSING


2. The Owner covenants with the Council not to permit the occupation of more than 2 of the Dwellings constructed on the Site until the Owner has constructed and completed and made available at their own cost the Affordable Rented Dwelling on the Site

THE THIRD SCHEDULE

[Positive Obligations]

AFFORDABLE HOUSING

- 1 The Owner covenants to provide the Affordable Rented Dwelling in accordance with the provisions of this schedule.
The Owner covenants:-
 - 1.1 To build the Affordable Rented Dwelling in accordance with the Planning Permission and,
 - 1.1.1 That the Owner shall not dispose of or cause or permit the disposal of the Affordable Rented Dwelling other than for the purpose of providing an Assured Tenancy at an Affordable Rent to a Nominated Tenant
 - 1.1.2 That the Affordable Rented Dwelling is fully serviced and accessible by vehicles and pedestrians prior to occupation by the Nominated Tenant.
 - 1.1.3 That he will comply with the Nomination Process set out in the Fourth Schedule to this Agreement for the first and any subsequent letting of the Affordable Rented Dwelling
 - 1.1.4 To give the Council not less than twenty working days notice in writing of the availability of the Affordable Rented Dwelling for occupation for the first letting and then any subsequent letting of the Affordable Rented Dwelling and at the same time supply to the Council for the attention of the Housing Services Manager a copy of the proposed tenancy agreement which the Nominated Tenant will be required to enter into for approval by the Housing Services Manager.
 - 1.1.5 To give to the Council a copy of any notice served on a Nominated Tenant by the Owner seeking possession under the terms of the Housing Act 1988, within seven working days of the date of service of the notice on the Nominated Tenant.
 - 1.1.6 To supply within 14 working days from the date of the letting of the Affordable Rented Dwelling to a Nominated Tenant a certified copy of the tenancy agreement to the Council, together with the sum of £50.00 plus VAT as the Compliance Fee.
 - 1.1.7 To pay to the Council on the date of each anniversary of the date of the first tenancy agreement the sum of £50.00 plus VAT as the Compliance Fee for the following year.



THE FOURTH SCHEDULE
NOMINATION PROCESS

PART 1

- 1 Within seven days of receipt of a notice from the Owner served pursuant to Clause 1.1.4 of the Third Schedule to this Agreement the Council will approach and advise prospective tenants and not less than 14 days prior to an Affordable Rented Dwelling becoming available for occupation the Council will advise the Owner in writing of the details of a prospective Nominated Tenant.
- 2 The Owner should carry out any reference checks which he feels necessary to appoint the Nominated Tenant for the Affordable Rented Dwelling.
- 3 Within seven working days of appointing the Nominated Tenant the Owner must advise the Housing Services Manager.
- 4 The Owner will require no more than one months rent as a deposit and one months rent in advance from the Nominated Tenant.
- 5 Any costs incurred by the Owner in carrying out reference checks or otherwise on the prospective Nominated Tenant must be borne by the Owner.
- 6 In the event of the Owner finding the prospective Nominated Tenant unsuitable on one or more of the grounds set out in paragraph 8 of this Schedule the Owner will notify the Housing Services Manager in writing, and the Housing Manager will propose another prospective Nominated Tenant
- 7 Twice in any calendar year the Council will carry out a compliance check on the Affordable Rented Dwellings to ensure that they are being occupied in accordance with the terms of this Agreement.
- 8 The following are considered reasonable grounds for the Owner to find a Nominated Tenant unsuitable
 - 8.1 Previous anti-social behaviour issues that have caused or were likely to cause serious nuisance to neighbours.
 - 8.2 Previous rent arrears, with no repayment agreement
 - 8.3 Who own their own home and are not in housing need
 - 8.4 Who have a combined household income and/or savings of £60,000 per annum.
 - 8.5 Who have deliberately worsened their housing circumstances with the intent of increasing priority

8.6 Who provide false information and/or deliberately withhold information.

8.7 Who have refused a suitable property. This includes a direct offer to those persons who have refused 3 suitable offers.

PART 2

Nominated Tenants will be selected on the following basis;

Persons:-

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

RYEDALE DISTRICT COUNCIL

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

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

Application No: 12/00916/FUL

Proposal: Change of use, alteration and extension of agricultural buildings to form 3 No two bedroom dwellings and one No seven bedroom dwelling with parking/turning and amenity areas, together with alteration to existing vehicular access and resiting and alteration of existing agricultural building.

at: / Buildings At Low Farm Main Street Barton Le Street Malton North Yorkshire

for: Mr Richard Dales

Decision Date:

REASON FOR APPROVAL

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

Ryedale Local Plan - Policy AG2 - New agricultural buildings
National Planning Policy Framework
Ryedale Local Plan - Policy AG6 - Re-use of rural buildings for residential purposes
Ryedale Local Plan - Policy T3 - Access to the local highway network

CONDITIONS AND ASSOCIATED REASONS

01 The development hereby permitted shall be begun on or before

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

02 Unless otherwise agreed in writing by the Local Planning Authority, all new windows and doors, shall be constructed from timber and set in reveals of a minimum of 100mm

Reason: To ensure an appropriate appearance, and to satisfy the requirements of Section 12 of the National Planning Policy Framework

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- 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 satisfy the requirements of Section 12 of the National Planning Policy Framework

- 04 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 satisfy the requirements of Section 12 of the National Planning Policy Framework

- 05 Unless otherwise agreed in writing by the Local Planning Authority, the guttering shall be constructed from cast iron, and shall be fixed by means of gutter spikes with no fascia boarding

Reason: To satisfy the requirements of Section 12 of the National Planning Policy Framework

- 06 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. Hereafter 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, to satisfy the requirements of Section 12 of the National Planning Policy Framework

- 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

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Reason:- To ensure that the character of the area is not harmed by inappropriate development, and to satisfy the requirements of Section 12 of the National Planning Policy Framework

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

Reason: To satisfy the requirements of Section 12 of the National Planning Policy Framework

- 09 Prior to the commencement of any works on site, a scaled drawing identifying the parking to be allocated for each dwelling shall be submitted to, and approved in writing by the Local Planning Authority. Thereafter, it shall be retained and kept clear for such purposes.

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

- 10 There shall be no access or egress by any vehicles between the highway and the application site until full details of any measures required to prevent surface water from non-highway areas discharging on to the existing or proposed highway together with a programme of their implementation have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The works shall be implemented in accordance with the approved details and programme.

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

- 11 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 until the access(es) to the site have been set out and constructed in accordance with the published Specification of the Highway Authority and the following requirements:

(i) The details of the access shall have been approved in writing by the Local Planning Authority in consultation with the Highway Authority.

(ii)(c) The crossing of the highway verge and/or footway shall be constructed in accordance with the approved details shown on drawing no. 13A and on Standard Detail number EC6 (using conservation type kerb/sett)

(iii) Any gates or barriers shall be erected a minimum distance of 6 metres back from the carriageway of the existing highway and shall not be able to swing over the existing or proposed highway

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(vi) The final surfacing of any private access within 6 metres of the public highway shall not contain any loose material that is capable of being drawn on to the existing or proposed public highway

All works shall accord with the approved details unless agreed in writing by the Local Planning Authority

Reason:- In accordance with Policy 13 and to ensure a satisfactory means of access to the site from the public highway in the interests of vehicle and pedestrian safety and convenience.

- 12 No part of the development shall be brought into use until the existing access on to Main Street (immediately east of Plot 2) has been permanently closed off and the highway restored. These works shall be in accordance with details which have been approved in writing by the Local Planning Authority in consultation with the Highway Authority. No new access shall be created without the written approval of the Local Planning Authority in consultation with the Highway Authority

Reason:- In accordance with Policy 13 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 06J. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

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

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- 15 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 13 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

- 16 The development hereby approved shall be carried out in accordance with the method statement contained in the Section 3.6 of the submitted Protected Species Survey by Julian Hall

Reason: In the interests of maintaining the habitat and foraging ground of protected species, and to satisfy the requirements of Section 11 of the National Planning Policy Framework

- 17 Unless otherwise agreed in writing by the Local Planning Authority, Ecological enhancement in the form of bat boxes and swallow nest boxes shall be provided on site, prior to the occupation of the dwelling hereby approved. Details of which shall first be submitted to and approved in writing by the Local Planning Authority

Reason: In the interests of maintaining the habitat and foraging ground of protected species, and to satisfy the requirements of section 11 of the National Policy Planning Framework

- 18 Unless otherwise agreed in writing with 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 2 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 BS 10175(2011) Code of Practice for the Investigation of Potential Contaminated Sites. 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 comply with the provision of Section 121 of the National Planning Policy Framework

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

Drawing 01 - Existing block plan;
Drawing 02 - Existing floor plans;
Drawing 03 - Existing elevations;
Drawing 06J - Proposed block plan;
Drawing 07A - Proposed floor plans;
Drawing 08A - Proposed elevations;
Drawing 09A - Proposed elevations;
Drawing 10A - Proposed elevations;
Drawing 11C - Proposed agricultural building; and
Drawing 13A - Boundary and junction details

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

INFORMATIVE(S)

- 01 You are advised that a separate licence will be required from the Highway Authority in order to allow any works in the adopted highway to be carried out. The 'Specification for Housing and Industrial Estate Roads and Private Street Works' published by North Yorkshire County Council, the Highway Authority, is available at the County Council's offices. The local office of the Highway Authority will also be pleased to provide the detailed constructional specification referred to in this condition.
- 02 These works shall include, where appropriate, replacing kerbs, footways, cycleways and verges to the proper line and level.
- 03 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

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

Mt Richard Dales
C/O David Ward Architectural Ltd
The Rectory
Langton
Malton
YO17 9QP

APPN NO: 12/00916/FUL

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

HEAD OF PLANNING

DRAFT

Mr Richard Dalcs
C/O David Ward Architectural Ltd
The Rectory
Langton
Malton
YO17 9QP



THE FIFTH SCHEDULE

(The Council's Covenants)

- 1 The Council will apply the Affordable Housing Commuted Sum towards a broad range of schemes and initiatives, linked to providing additional affordable Housing, which may include but not be limited to the following:-
 - 1.1 Support for affordable housing providers for both the development and acquisition of affordable housing, including facilitating any necessary works of improvement or repair;
 - 1.2 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;
 - 1.3 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;
 - 1.4 Support for the Rural Housing Enabler/Affordable Development Officer functions at the Council

In the event that the Affordable Housing Commuted Sum has not been expended by the Council for the purpose stipulated above within a period of five years from the date on which receipt by the Council is certified by the Chief Financial Officer the Council will repay to the Owner the Affordable Housing Commuted Sum or any unexpended part thereof PROVIDED THAT the Owner shall not be entitled to any interest on the returned portion of the Affordable Housing Commuted Sum

THE SIXTH SCHEDULE

(The Planning Permission)

THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and)
is authenticated by:)

K. W. [Signature]
Council Solicitor

EXECUTED AS A DEED by)
RICHARD CHARLES DALES)
In the presence of)

[Signature]

Witness

[Signature]

Name *James Scott*

Address *Woodgate House
Clifton Moorgate
York
Ebor*

EXECUTED AS A DEED by)
CELIA JOYCE RAINES)
In the presence of)

Celia J Raines

Witness

[Signature]

Name *MARIAN J. HARDY*

Address *LOW FARM COTTAGE
BARTON-LE-STREET
MALTON YO17 8PL*

EXECUTED AS A DEED by)
Elizabeth Mary Pleasance)
In the presence of)

Elizabeth Pleasance

Witness

Virginia Harrold

Name *VIRGINIA HARROLD*

Address *POUND PLACE
PETWORTH. W. SUSSEX.
GU28 0DZ*

DATED 29 October 2013

THE RYEDALE DISTRICT COUNCIL

and

RICHARD CHARLES DALES

and

CELIA JOYCE RAINES and ELIZABETH MARY PLEASANCE

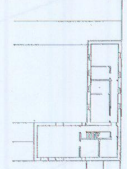
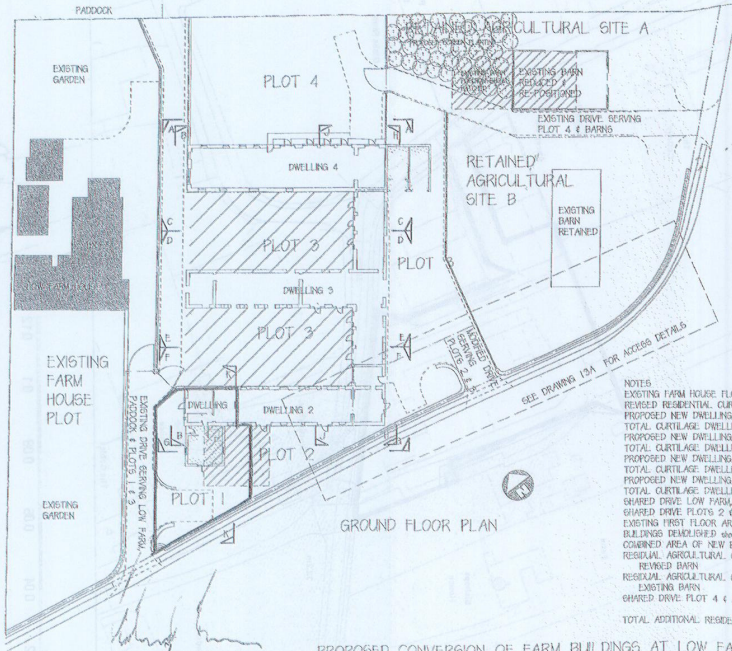
AGREEMENT

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 at Low Farm, Main Street, Barton-Le-Street, Malton
in the County of North Yorkshire

K A Winship
Council Solicitor
Malton

PLAN 1

PROPOSED PLAN
C/W/129



NOTES

EXISTING FARM HOUSE FLOOR AREA	400m ²	
EXISTING RESIDENTIAL CURTLAGES	1,035m ²	
PROPOSED NEW DWELLING 1 FLOOR AREA	85m ²	ATTORNEYS
TOTAL CURTLAGES DWELLING 1	515m ²	
PROPOSED NEW DWELLING 2 FLOOR AREA	145m ²	
TOTAL CURTLAGES DWELLING 2	400m ²	
PROPOSED NEW DWELLING 3 FLOOR AREA	450m ²	EXISTING + 55m ² GARAGE
TOTAL CURTLAGES DWELLING 3	1,615m ²	
PROPOSED NEW DWELLING 4 FLOOR AREA	230m ²	
TOTAL CURTLAGES DWELLING 4	800m ²	
SHARED DRIVE LOW FARM PLOTS 1 & 3	300m ²	EXISTING
SHARED DRIVE PLOTS 2 & 4	50m ²	MODIFIED EXISTING
EXISTING FIRST FLOOR AREA (PLOT 5)	150m ²	
BUILDING REDEMISED BARN	800m ²	
COVERED AREA OF NEW BUILDINGS	97m ²	
RESIDUAL AGRICULTURAL CURTLAGES A	725m ²	
REMOVED BARN	190m ²	(Existing Barn 172m ²)
RESIDUAL AGRICULTURAL CURTLAGES B	1,150m ²	
EXISTING BARN	140m ²	
SHARED DRIVE PLOT 4 & AGRICULTURAL AREA	220m ²	EXISTING
TOTAL ADDITIONAL RESIDENTIAL SITE AREA	2,790m ²	

PROPOSED CONVERSION OF FARM BUILDINGS AT LOW FARM, BARTON LE STREET
 FOR MR RICHARD DALES DECEMBER 2012
 DRAWING 06J PROPOSED BLOCK PLAN SCALE 1:500 @A3
 David Ward Architectural Ltd 01653 656 229 davidward56@bt-tnet.com

Professional seal area (faint)

Handwritten signature

See variation to 106 Legal Agreement on
Amended plans and letters.

Documents scanned on 22/8/14.