

DATED

10 January

2013 4

THE RYEDALE DISTRICT COUNCIL
and
IAN HAMILTON AND JANE REDGATE
and

JOHN ERNEST REMMER and PAMELA REMMER
and

MICHAEL JAMES ACONLEY and JEAN MARGARET DENNIS as personal
representatives of William Ernest Lawrence Aconley and
ELIZABETH ANN GILLIES

and
METHODIST HOMES

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 Pickering
in the County of North Yorkshire

K A Winship
Council Solicitor
MALTON

DATE 10 January 2018 4

PARTIES

- (1) Ryedale District Council of Ryedale House, Malton, North Yorkshire YO17 7HH ("Council")
- (2) Ian Hamilton of Leaside, Keldholme, Kirkbymoorside, York YO62 6ND and Jane Redgate of 61 Roxby Road, Thornton-le-Dale, Pickering, North Yorkshire YO18 7TQ ("the First Owner")
- (3) John Ernest Remmer and Pamela Remmer of Bedford House, Outgang Road, Pickering, North Yorkshire YO18 7EL ("the Second Owner")
- (4) Michael James Aconley and Jean Margaret Dennis of 11 Welham Road, Norton, Malton, North Yorkshire YO17 9DP and Elizabeth Ann Gillies of The Hawthorns, Great Barugh, Malton, North Yorkshire YO17 6UZ ("the Third Owner")
- (5) Methodist Homes (Company Registration Number 04043124) Registered Office Epworth House, Stuart Street, Derby DE1 2EQ ("the Developer")

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 Dwellings" | 24 no. Dwellings comprising:
(a) 12 no 1 bedroom Care Suites (of which 8 will be classified as Social Rented Dwellings and 4 will be classified as Shared Ownership Dwellings);
and
(b) 12 no. 1 bedroom Assisted Living Bungalows (of which 8 will be classified as Social Rented Dwellings and 4 will |

	be classified as Shared Ownership Dwellings).
"Assisted Living Bungalows"	the bungalows constructed on the Site pursuant to the Planning Permission.
"Assured Tenancy"	means a tenancy within the terms of the Housing Act 1988 as amended and "Assured Tenancies" shall be interpreted accordingly.
"Application"	the application for outline planning permission submitted to the Council for the Development and allocated reference number 13/00016/MOUT.
"Care Suites"	the care suites/apartments constructed on the Site pursuant to the Planning Permission.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence

"Development"

Development" shall be construed accordingly.

the Development of the Site by the erection of a retirement community of 168 no. assisted living units comprising 90 no. Care Suites and 78 no. Assisted Living Bungalows together with associated community facilities, access, parking and landscaping (site area 4.37ha) as set out in the Application.

"Dwelling"

any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.

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

"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;

"In Need of Personal Care Assistance"

means those individuals who in the opinion of the Operator have been assessed as requiring

"Nomination Process"	<p>personal support care and assistance.</p> <p>the process by which the Council and the Operator will nominate prospective occupiers for the Affordable Dwellings as set out in Part 1 of Schedule 4 or such alternative Nomination Process as shall be agreed between the Council and the Operator.</p>
"Nominated Occupier"	<p>a prospective occupier nominated by the Council and/or the Operator in accordance with the Nomination Process and who satisfies the Nomination Criteria</p>
"Nomination Criteria"	<p>means the nomination criteria set out in Part 2 of Schedule 4</p>
"Market Value"	<p>means the market value agreed between the Council and the Owner as being the market value of an Affordable Dwelling or if not agreed shall mean the average price based on the opinions of three independent surveyors calculated having regard to the estimated amount for which a relevant dwelling should sell on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.</p>
"Occupation" and "Occupied"	<p>occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged</p>

in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Operator"

means either the Owner of the Affordable Dwellings or the Developer (if not the Owner) who the Owner may (but under no obligation to) appoint from time to time the running of the completed Development.

"Open Market Dwellings"

means those Dwellings to be constructed on the Site excluding the Affordable Dwellings.

"Open Market Occupiers"

means occupiers of the Open Market Dwellings.

"Open Market Occupiers' Criteria"

means the criteria set out in Schedule 5.

"Owner"

shall mean the First Owner, the Second Owner and the Third Owner.

"Phase 1"

the first phase of the Development consisting of the community facilities building, 90 no Care Suites and 23 no. Assisted Living Bungalows or such alternative Dwellings as shall be agreed between the Developer and the Council (such consent not to be unreasonably withheld or delayed).

"Phase 2"

the second phase of the Development consisting of 55 no. Assisted Living Bungalows or such alternative Dwellings as shall be agreed between the Developer and the Council (such

"Phase 1 Affordable Dwellings"

consent not to be unreasonably withheld or delayed).

6 no Assisted Living Bungalows, comprising 4 no. Social Rented Dwellings and 2 no. Shared Ownership Dwellings; 12 no. Care Suites comprising 8 no. Social Rented Dwellings and 4 no. Shared Ownership Dwellings or such alternative number and/or tenure as shall be reached between the Developer and the Council (such consent not to be unreasonably withheld or delayed).

"Phase 2 Affordable Dwellings"

6 no. Assisted Living Bungalows comprising 4 no. Social Rented Dwellings and 2 no. Shared Ownership Dwellings or such alternative number and/or tenure as shall be agreed between the Developer and the Council (such consent not to be unreasonably withheld or delayed).

"Plan"

the plan attached to this Deed.

"Planning Permission"

the outline planning permission subject to conditions to be granted by the Council pursuant to the Application the draft of which is in the form annexed hereto.

"Protected Tenant"

means any tenant who:-

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in

respect of a particular Affordable Dwelling;

- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; and any successor in title to any of (a) or (b) above;

“Service Charge”

means the costs as set by the Owner suffered or incurred by or on behalf of the Operator in each and every year (which will be reviewed annually by the Operator for matters including (but not limited to) the repair, maintenance, decoration, renewal, insurance and management of the completed Development and the provision of all services with the proportionate part of which will be paid by each and every occupier of the Dwellings (including the Affordable Dwellings) and which the Developer currently estimates will be £45 per week per Dwelling and which the parties agree and acknowledge will be subject to annual review by the Operator.

“Site”

the land against which this Deed may be enforced as shown edged red on the Plan.

“Shared Ownership Dwellings”

4 no. 1 bedroom Care Suites and 4 no. 1 bedroom Assisted Living Bungalows to be occupied by Nominated Occupiers on Shared Ownership Leases and “Shared

Ownership Dwelling" shall be construed accordingly.

"Shared Ownership Lease"

a standard form shared ownership lease of the Operator for use with either houses or flats as appropriate and where the minimum equity share is 35% of the Market Value of the Shared Ownership Dwelling at the time the Shared Ownership Lease is completed.

"Social Rented Dwellings"

8 no. 1 bedroom Care Suites and 8 no. 1 bedroom Assisted Living Bungalows to be occupied in accordance with the terms of this agreement on Assured Tenancies at a Social Rent.

"Social Rent"

a rent which is comparable to the average rents charged in the Council's administrative area by Registered Providers for retirement community properties of an equivalent type, age, specification and facilities and floor area prior to the introduction of the "Affordable Homes Programme - Framework" to the Social Rented Dwelling and which sum shall be agreed for lettings between the Owner (or, if applicable, the Operator) and the Housing Services Manager (acting reasonably) in accordance with Government social rents at the time and thereafter there shall be annual increases which shall be in accordance with any Homes and Communities

Agency's guidance at the time and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and for the avoidance of doubt the 'Social Rent' shall exclude the Service Charge and Wellbeing Charge which the Owner is able to charge in addition to the Social Rent.

and the parties hereto agree that the initial 'Social Rent' shall be £75 per week for the each Care Suite and £90 per week for each Assisted Living Bungalows (subject to annual increases).

"Wellbeing Charge"

means the sum charged by the Owner or (if applicable) the Operator to the occupier(s) of Dwelling as varied from time to time for providing wellbeing services as updated by the Landlord from time to time and which the Developer currently estimates will be £50 per week per occupier and which the parties agree and acknowledge is subject to the level of care required by each occupier and is subject to annual review by the Operator.

"working day"

means a weekday (Saturdays, Sundays, and public holidays and days between Christmas and New Year excepted) and reference to "working days" shall be constructed accordingly.



2 RECITALS

- 2.1 The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.
- 2.2 The First Owner, the Second Owner and the Third Owner are the registered proprietors of the Site shown for the purposes of identification only edged red on the Plan with freehold title absolute registered at HM Land Registry.
- 2.3 The First Owner is the registered proprietor of the part of the Site shown for the purposes of identification only shaded yellow on the Plan with freehold title absolute registered at HM Land Registry under Title Numbers NYK240860 and NYK304641.
- 2.4 The Second Owner is the registered proprietor of the part of the Site shown for the purposes of identification only shaded purple on the Plan with freehold title absolute registered at HM Land Registry under Title Number NYK349840.
- 2.5 The Third Owner is the registered proprietor of the part of the Site shown for the purposes of identification only shaded green on Plan 1 with freehold title absolute registered at HM Land Registry under Title Number NYK350210.
- 2.6 The Developer is the beneficiary of a unilateral notice which affect each of the Title Numbers listed in paragraphs 2.3, 2.4 and 2.5 above.
- 2.7 The Developer has made the Application to the Council for the Planning Permission.
- 2.8 The Council is satisfied that the Development is such as may be approved by the Council under the 1990 Act subject to conditions and subject to the obligations and restrictions contained in this Agreement.
- 2.9 The Owners by entering into this Agreement do so to bind the Land and to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations



Scale : 1:5000

J. W. K.
R. E. G.
P. W.
K. M. G.
Tom Denny
A. Gillie
M. J. Conley

K. W. L. M. P.
R. G. M.



hereinafter contained on the terms of this Agreement.

3 CONSTRUCTION OF THIS DEED

- 3.1 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.
- 3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 The headings and contents list are for reference only and shall not affect construction.

4 LEGAL BASIS

4.1 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].

4.2 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 Owners.

5 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, 9, 12, 13 and 14 which shall come into effect immediately upon completion of this Deed.

6 THE OWNER'S AND DEVELOPER'S COVENANTS

6.1 The Owner and Developer covenant with the Council as set out in the Second Schedule and the Third Schedule.

7 MISCELLANEOUS

7.1 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 being not more than £750 plus VAT.

- 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 and Developer) 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 Affordable Dwellings but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 The Developer shall have no liability as Operator pursuant to the terms of this Agreement in the event that it is no longer appointed or retires as Operator to manage the running of the completed Development.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission or any statutory undertaker or any supplier of gas water electricity drainage water telecommunication or other services to the Site nor against those deriving title from them.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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

8 DEVELOPER'S CONSENT

8.1 The Developer acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

10.1 The Owner agrees with the Council to give the Council written notice as soon as reasonably practicable 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 purchased by reference to a plan PROVIDED THAT it is agreed

that the requirement for the Owner to give the Council written notice of any change in ownership of any of its interest in the Site will not apply in respect of individual disposals of Dwellings or any statutory undertaker.

11 VAT

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

12 DISPUTE PROVISIONS

12.1 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 or failure by the Council to give consent agreement or approval where required under 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.

12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 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.

12.3 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.

12.4 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 JURISDICTION

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

14 DELIVERY

14.1 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 at OS Field 9525, Crossgate Lane, Pickering North
Yorkshire, shown edged in red on the attached plan.

THE SECOND SCHEDULE

[Negative Obligations]

OCCUPANCY RESTRICTION FOR THE OPEN MARKET DWELLINGS

1. The Owner covenants with the Council not to permit the Occupation of any Open Market Dwelling other than by occupiers who satisfy the Open Market Occupiers' Criteria.

ON SITE AFFORDABLE HOUSING


2. The Owner covenants with the Council not to permit the Occupation of:
 - 2.1 more than 50% of the Dwellings to be constructed in Phase 1 of the Development until the Owner has constructed and completed and made available at their own cost the Phase 1 Affordable Dwellings on the Site;
 - 2.2 more than 50% of the Dwellings to be constructed in Phase 2 of the Development until the Owner has constructed and completed and made available at their own cost the Phase 2 Affordable Dwellings on the Site.

THE THIRD SCHEDULE

[Positive Obligations]

AFFORDABLE HOUSING

1. The Owner covenants to provide or procure the Affordable Dwellings in accordance with the provisions of this schedule.
2. The Owner covenants:-

- 
- 2.1 To build the Affordable Dwellings in accordance with the Planning Permission and,
- 2.1.1 (subject to paragraph 8 of the Fourth Schedule) the Owner shall not dispose of or cause or permit the disposal of the Social Rented Dwellings other than for the purpose of providing Assured Tenancies at Social Rents to Nominated Occupiers.
- 2.1.2 (subject to paragraph 8 of the Fourth Schedule) the Owner shall not dispose of or cause or permit the disposal of the Shared Ownership Dwellings other than for the purpose of providing Shared Ownership Dwellings on Shared Ownership Leases to be occupied by Nominated Occupiers.
- 2.1.3 That the Phase I Affordable Dwellings are fully serviced and accessible by vehicles and pedestrians prior to occupation by the Nominated Occupiers of the Phase I Affordable Dwellings and that the Phase II Affordable Dwellings are fully serviced and accessible by vehicles and pedestrians prior to occupation by the Nominated Occupiers of the Phase II Affordable Dwellings.
- 2.1.4 (subject to paragraph 8 of the Fourth Schedule) the Owner (or if appropriate the Owner procures that the Operator) will comply with the Nomination Process set out in the Fourth Schedule to this Agreement (or such alternative process as may be agreed between the Owner (or (if appropriate) the Developer) and the Council from time to time) for the first and any subsequent lettings of/dealings with the Affordable Dwellings.
- 2.1.5 (or if applicable the Owner procures for the Operator) to give the Council not less than twenty working days notice in writing of the availability of any of the Affordable Dwellings for occupation for the first letting and then the Owner (or, if applicable, the Operator) shall give the Council reasonable notice in writing of the availability for any subsequent letting of any Affordable Dwelling ("**the Notification Notice**") and at the same time supply to the Council for the attention of the Housing Services Manager a copy of the draft Assured Tenancy/Shared

Ownership Lease (as appropriate) which the Nominated Occupier will be required to enter into for approval by the Housing Services Manager (such approval not to be unreasonably withheld or delayed).

2.1.6 To give to the Council a copy of any notice served on a Nominated Occupier by the Owner seeking possession under the terms of the Housing Act 1988 or any other powers of possession available to the Owner, within seven working days of the date of service of the notice on the Nominated Occupier.

2.1.7 To supply within 14 working days from the date of the occupation of an Affordable Dwelling to a Nominated Occupier a copy of the Assured Tenancy/Shared Ownership Lease (as appropriate) documentation to the Council.

3 It is agreed that the obligations in this Schedule and the Fourth Schedule and the Fifth Schedule shall not be binding on: -

3.1 any Protected Tenant or any mortgagee chargee or receiver of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees chargees or receivers; or

3.2 any chargee of an Affordable Dwelling; or

3.3 any purchaser from a mortgagee or chargee or receiver of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any successor in title thereto.

THE FOURTH SCHEDULE

NOMINATION PROCESS

PART 1

- 1 Within seven days of receipt of a notice from the Operator served pursuant to Clause 2.1.5 of the Third Schedule to this Agreement the following provisions will apply:
 - a. Provided that the Nominated Occupiers satisfy the Nomination Criteria the Council and the Operator will use reasonable endeavours to:
 - i. jointly agree a prospective Nominated Occupier for each available Affordable Dwelling and in agreeing a prospective Nominated Occupier the parties will involve and seek advice from North Yorkshire County Council and take into account whether the available Affordable Dwelling is an Assisted Living Bungalow or a Care Suite (and the tenure being offered for such Affordable Dwelling) and the extent to which the prospective Nominated Occupier is In Need of Personal Care Assistance. Such agreement between the parties may be subject to the Operator being supplied with information from the Council pursuant to paragraph 1(b) below and carrying out any assessments they deem necessary pursuant to paragraph 1(c) below; and
 - ii. to agree the Social Rent following the service by the Operator of the Notification Notice in the event that the Affordable Dwelling referred to in the Notification Notice is to be a Social Rented Dwelling; and
 - iii. to agree the Market Rent following the service by the Operator of the Notification Notice in the event that the Affordable Dwelling referred to in the Notification Notice is to be a Shared Ownership Lease; and
 - b. the Council will supply the Operator with such information (financial and otherwise) it holds to establish that a prospective occupier is a suitable Nominated Occupier Provided always that in doing so the Council will not breach any Data Protection Laws or confidentiality; and

- c. to enable the Operator to establish if the Nominated Occupier is In Need of Personal Care Assistance the Operator shall be entitled to carry out such assessments it deems necessary. Any costs incurred by the Operator in carrying out any assessments and any other reference or checks they deem necessary will be borne by the Operator; and
- d. if, following the Council and the Operator agreeing a prospective Nominated Occupier pursuant to paragraph 2(a) of this Schedule, the Operator subsequently concludes that the prospective Nominated Occupier is unsuitable on one or more of the grounds set out in paragraph 9 of this Schedule the Operator will notify the Housing Services Manager in writing, and the Council and the Operator will use reasonable endeavours to agree another prospective Nominated Occupier pursuant to paragraph 2(a) of this Schedule.
- e. on the parties reaching agreement pursuant to paragraph 2(a), (b) or (c) (where appropriate) and the Operator concluding such assessments they deem necessary pursuant to paragraph 2(c), the Owner shall approach a prospective Nominated Occupier to advise them of the availability of the Affordable Dwelling.

2 In the event that a prospective Nominated Occupier does not enter into:

- a. the Shared Ownership Lease within 30 working days of being offered the available Affordable Dwelling by the Operator; or (as applicable)
- b. the Assured Tenancy within 15 working days of being offered the available Affordable Dwelling by the Operator

then the Operator shall have the right to withdraw its offer of the Affordable Dwelling from the Nominated Occupier and the Council and the Operator agree that they shall agree an alternative prospective Nominated Occupier pursuant to the provisions of paragraph 2 of this Schedule.

3 In the event that the Council do not enter into any discussions or communications with the Operator to reach agreement on the Social Rent or Market Value (as the case may be) within 15 working days of receipt of the Notification Notice then the Council

will deem to have agreed to the level of Social Rent or Market Value (as the case may be) that is proposed by the Operator and the Owner shall be entitled to enter into the Assured Tenancy or Shared Ownership Lease (as appropriate) based on the Social Rent or Market Rent proposed by the Operator.

4. In the event that agreement cannot be reached by the Operator and the Council regarding the Social Rent or Market Value (as the case may be) within 20 working days (or such other period of time that may be agreed) of the Notification Notice then the provisions of clause 12 relating to expert determination can be invoked by either party in relation to such matters.

5

- 5.1. In respect of the Social Rented Dwellings, the Owner will require no more than one months' rent in advance together with the equivalent of a month's Service Charge and Wellbeing Charge from the Nominated Occupier;
- 5.2. In respect of the Shared Ownership Lease, the Owner will only require payments due under the terms of the Shared Ownership Lease from the Nominated Occupier to be paid on the date of its completion.

6. Twice in any calendar year the Council may carry out a compliance check on the Affordable Dwellings to ensure that they are being occupied in accordance with the terms of this Agreement.

7. In the event that either:

- 7.1. Despite reasonable endeavours by both the Operator and the Council to identify Nominated Occupiers there are no Nominated Occupiers identified by the Operator or the Council within 30 working days of service of the Nomination Notice; or
- 7.2. the Council does not comply with its obligations set out in paragraph 1 of this Schedule;

then the Owner shall have the right to dispose of the Affordable Dwelling that is the subject of the Notification Notice free from the restrictions imposed in the Third Schedule and this Fourth Schedule provided that in the event that such Affordable Dwelling becomes in the control and legal ownership of the Owner at a later date the

Council and Owner agree that the obligations in the Third Schedule and this Fourth Schedule shall apply to such subsequent letting.

8. The following are considered reasonable grounds for the Operator to find a Nominated Occupier 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.
- 8.8. Who, in the opinion of the Operator, are assessed not to be In Need of Personal Care Assistance.


PART 2

Nomination Criteria for Affordable Dwellings

Nominated Occupiers for the Affordable Dwellings will be selected on the following basis;

Persons :-

- 1 Who are 60 years of age or older and whom are in housing need and In Need of Personal Care Assistance; and
2. Who have for a period of at least 2 years been ordinarily resident within the Parish of Pickering; or

- 
3. Who have been permanently employed in the Parish of Pickering for 2 years or more or, prior to their retirement where permanently employed in the Parish of Pickering for 2 years or more, or
 4. If no such person qualifies under paragraphs 2 or 3 above for occupation a person ordinarily resident for a period of at least 2 years in any of the Parishes which adjoin Pickering being Thornton-Le-Dale, Middleton, Newton, Lockton, Normanby, Kirby Misperton, Marishes and Stape (or such variation to the parishes which adjoin Pickering from time to time).
 5. If no such person qualifies under paragraph 4 above for occupation then a person ordinarily resident for a period of at least 2 years in any area in the District of Ryedale.
 6. If no such person qualifies under paragraph 5 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 6.1 Family association or established links by reasons of birth in the area of Ryedale District,
 - 6.2 Any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Dwelling becomes vacant, or
 - 6.3 Through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment or were last employed within the area of Ryedale District.

THE FIFTH SCHEDULE

OPEN MARKET OCCUPIERS' CRITERIA

Open Market Occupiers' Criteria for Open Market Dwellings

Open Market Occupiers will be selected on the following basis;

Persons :-

1. Who are 60 years of age or older and whom are In Need of Personal Care Assistance; and
2. Who have for a period of at least 2 years been ordinarily resident within the Parish of Pickering; or
3. Who have been permanently employed in the Parish of Pickering for 2 years or more or, prior to their retirement where permanently employed in the Parish of Pickering for 2 years or more, or
4. If no such person qualifies under paragraphs 2 or 3 above for occupation a person ordinarily resident for a period of at least 2 years in any of the Parishes which adjoin Pickering being Thornton-Le-Dale, Middleton, Newton, Lockton, Normanby, Kirby Misperton, Marishes and Stape (or such variation to the parishes which adjoin Pickering from time to time).
5. If no such person qualifies under paragraph 4 above for occupation then a person ordinarily resident for a period of at least 2 years in any area in the District of Ryedale.
6. If no such person qualifies under paragraph 5 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 6.1 Family association or established links by reasons of birth in the area of Ryedale District,

6.2 Any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Dwelling/Affordable Dwelling becomes vacant, or

6.3 Through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment or were last employed within the area of Ryedale District.

7 If no such person qualifies under paragraph 6 above for occupation then a person ordinarily resident for a period of at least 2 years in any area in the County of North Yorkshire.

8. If no such person qualifies under paragraph 7 above then persons who have a strong local connection with North Yorkshire County by one of the following means:-

8.1 Family association or established links by reasons of birth in the area of North Yorkshire County,

8.2 Any period of ordinary residence in the area of North Yorkshire County not immediately before the date on which any Dwelling becomes vacant, or

8.3 Through their work provide important services to North Yorkshire County and who need to live closer to the local community or who have employment or were last employed within the area of North Yorkshire County.

9 If after a period of 6 weeks beginning on the date when a Dwelling is first advertised for occupation there is no person who qualifies under paragraphs 2 to 8 above then occupation by persons from any area.

ANNEXURE

DRAFT PLANNING PERMISSION

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: 13/00016/MOUT

Proposal: The erection of a retirement community of 168no. assisted living units comprising 90no. care suites/apartments and 78no. bungalows together with associated community facilities, access, parking and landscaping (site area 4.37ha)

at: Land At OS Field 9525 Crossgate Lane Pickering North Yorkshire

for: Methodist Homes

Decision Date: ... December 2013

REASON FOR APPROVAL

In approving this development the Council has had regard to the saved policies of the Ryedale Local Plan 2002 and the National Planning Policy Framework as a material consideration and the emerging and now adopted policies of the Ryedale Plan - Local Plan Strategy

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:

Local Plan Strategy - Policy SP1 General Location of Development and Settlement Hierarchy
Local Plan Strategy - Policy SP2 Delivery and Distribution of New Housing
Local Plan Strategy - Policy SP3 Affordable Housing
Local Plan Strategy - Policy SP4 Type and Mix of New Housing
Local Plan Strategy - Policy SP12 Heritage
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP14 Biodiversity
Local Plan Strategy - Policy SP18 Renewable and Low Carbon Energy
Local Plan Strategy - Policy SP19 Presumption in Favour of Sustainable Development
Local Plan Strategy - Policy SP20 Generic Development Management Issues

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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:-

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 scale and appearance of every building, including a schedule of external materials to be used

(ii) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 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.

Reason:- To comply with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 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 comply with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 05 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

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

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 SP20 of the adopted Ryedale Plan - Local Plan Strategy 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.

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

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

Reason:- In accordance with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

- 07 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 SP20 of the adopted Ryedale Plan - Local Plan Strategy and in the interests of highway safety

- 08 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 splay are provided giving clear visibility of 120 metres measured along both channel lines of the A169 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 SP20 of the adopted Ryedale Plan - Local Plan Strategy and in the interests of road safety

- 09 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.

(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) Formation of a gateway entrance feature on the A169, south of the proposed site entrance.

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- (b) Provision of signalised crossing point on the A169 to be located between the site access and the A169/A170 roundabout junction.
- (c) Provision of dropped kerbs and appropriate pedestrian crossing points on Crossgate Lane with footway links as required.
- (d) Provision of dropped crossings and tactile paving along the route from the site as far as the A169/A170 roundabout.
- (e) Improvement to existing bus stops on Malton Road, to include provision of raised bus border kerbs.

unless otherwise approved in writing, the development shall not be brought into use until the highway works have been constructed in accordance with the details hereby approved.

Reason:- In accordance with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

- 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 in connection with the construction of the access road or building(s) or other works hereby permitted, until full details of the following have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

- (i) tactile paving
- (ii) vehicular, cycle and pedestrian accesses
- (iii) vehicular and cycle parking
- (iv) vehicular turning arrangements
- (v) manoeuvring arrangements
- (vi) loading and unloading arrangements

Reason:- In accordance with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy and to ensure appropriate on-site facilities in the interests of highway safety and the general amenity of the development.

- 11 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing for that dwelling. 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 SP20 of the adopted Ryedale Plan - Local Plan Strategy 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.

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- 12 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 SP20 of the adopted Ryedale Plan - Local Plan Strategy and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

- 13 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 SP20 of the adopted Ryedale Plan - Local Plan Strategy 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.

- 14 No part of the development shall be occupied prior to the implementation of the Adopted Travel Plan (or implementation of those parts identified in the Approved Travel Plan as capable of being implemented prior to occupation). Those parts of the Approved Travel Plan that are identified therein as being capable of implementation after occupation shall be implemented in accordance with the timetable contained therein and shall continue to be implemented as long as any part of the development is occupied.

Reason:- In accordance with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy and to establish measures to encourage more sustainable non-car modes of transport.

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- 15 The site shall be developed with separate systems of drainage and foul and surface water on and off site.

Reason:- In the interests of satisfactory and sustainable drainage and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 16 The development shall not commence on any phase of the development until a scheme to ensure that on-site and off-site foul water sewerage designed to serve the whole development is of adequate capacity to ensure proper disposal to the receiving waste water treatment works has been submitted to and approved in writing with the Local Planning Authority. The approved scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme and the number of properties to be constructed within that phase, or within any other period or number of properties as may subsequently be agreed in writing by the Local Planning Authority.

Reason:- To ensure the site can be properly drained without risk of pollution to the local aquatic environment, public health and public amenity and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

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

Reason:- To ensure that the development can be properly drained and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 18 Unless otherwise approved in writing by the Local Planning Authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason:- To ensure that no foul water discharge takes place until proper provision has been made for disposal and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 19 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 by the Local Planning Authority before development commences.

NOTE: Any surface water discharge from the site shall not exceed 1.4 litres/second/hectare.

Reason:- To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading and to satisfy Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

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- 20 No development shall commence on site until details of on-site security measures have been submitted to the Local Planning Authority for approval. None of the buildings shall be occupied until all of the approved security measures insofar as they relate to the unit/phase have been installed on site.

Reason:- To comply with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 21 The Habitat enhancement, species protection and mitigation measures shall be carried out in accordance with Extended Phase 1 Habitat Survey (Oct 2012 WYG).

Reason:- To satisfy Policy SP14 of the adopted Ryedale Plan - Local Plan Strategy.

- 22 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 2 Site Investigation Report has been submitted to and approved in writing by the Local Planning Authority. Should remedial works be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement 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 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 Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 23 No development shall take place within the application site until the developer has secured the implementation of a programme of archaeological works in accordance with a written scheme of investigation submitted by the applicant and approved in writing by the Local Planning Authority.

Reason:- The site is of archaeological interest and investigation/protection and observation of the site is required and to satisfy Policies SP12 and SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 24 The landscaping details required by Condition No. 02 above shall include a hedgerow and tree management plan. The details of the Management Plan shall provide for boundary hedgerows to be retained at existing heights, save for these sections to be removed for vehicular access and vision splays onto the A169.

Reason:- To comply with Policy SP20 of the adopted Ryedale Plan - Local Plan Strategy.

- 25 Full details of renewable/low-carbon technologies to be used on the development hereby approved shall be submitted to and approved before commencement of development on site in order to achieve the targets set out in the submitted energy statement.

Reason:- To comply with Policy SP18 of the adopted Ryedale Plan - Local Plan Strategy.

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- 26 The development hereby permitted shall be carried out in accordance with the following approved plan(s):
- Drawing No. 9060 PL026 - Site location plan;
 - Drawing No. 2332/7 Rev A - Site layout; and
 - Drawing No. SK004 P1 (within the TA) - Site access layout WYG

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

INFORMATIVE(S)

- 01 In imposing condition 5 above, it is recommended that before a detailed planning submission is made, a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.
- 02 In imposing condition 10 above, the proposals shall cater for all types of vehicles that will use the site. The parking standards are set out in the North Yorkshire County Council publication "Transport Issues and Development - A Guide" available at www.northyorks.gov.uk
- 03 If, in discharging Conditions 7, 15, 17 and 19 above involves the discharge of water to Outgang Drain, then the further agreement of Thornton Internal Drainage Board will be required. Any localised maintenance and upgrades to the system including culvert works will be likely to require the payment of a commuted sum. You are advised to contact Mr P Fisher, Thornton IDB, Tel 01653 697820.
- 04 In discharging Condition No 2 above, the design and scale of the buildings shall adhere to the contents of the submitted Design & Access Statement (DAS). The heights/scale of the bungalows and care suits/apartment buildings shall also accord with the parameters set out in the DAS.
- 05 In discharging Condition 23, it is likely that the WSI will need to include an open area excavation in advance of construction. Further advice can be obtained from Lucie Hawkins at North Yorkshire County Council on 01609 532316.

Footnote :

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

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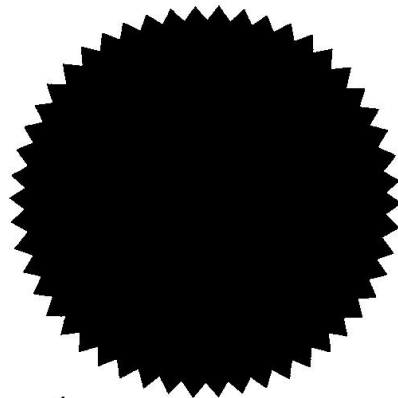
NO CONSENT OR APPROVAL HEREBY GIVEN REMOVES ANY REQUIREMENT TO SERVE NOTICES OR SEEK APPROVAL FROM THE DISTRICT COUNCIL WHERE SUCH ACTION IS REQUIRED BY THE BUILDING ACT 1984 OR OF ANY OTHER STATUTORY PROVISION. NO PART OF THE PROPOSED DEVELOPMENT SHOULD BE STARTED WITHOUT COMPLYING WITH SUCH REQUIREMENTS.

DRAFT
HEAD OF PLANNING

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1 Feb 59/13
Reg No 6457
10/10/13 CWS

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



R. Wainwright
Council Solicitor

EXECUTED AS A DEED by)
IAN HAMILTON)
In the presence of:)

I. Hamilton

Witness *JMEllis*

Name JOHN MYER ELLIS
ELLIS, LAKIN & CO
SOLICITORS
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Address N. YORKS YO18 7AP

EXECUTED AS A DEED by)
JANE REDGATE)
In the presence of:)

J. Redgate

Witness *JMEllis*

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EXECUTED AS A DEED by)
JOHN ERNEST REMMER)
In the presence of)

J. Ernest Remmer

Witness *J. Ernest Remmer*

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EXECUTED AS A DEED by
PAMELA REMMER
In the presence of

) *Plemmer*
)
)

[Signature]

Witness

Name

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EXECUTED AS A DEED by
MICHAEL JAMES ACONLEY
In the presence of

) *M.J. Aconley*
)
)

[Signature]

Witness

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EXECUTED AS A DEED by
JEAN MARGARET DENNIS
In the presence of

) *J.M. Dennis*
)
)

[Signature]

Witness

Name

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EXECUTED AS A DEED by
ELIZABETH ANN GILLIES
In the presence of

) *E.A. Gillies*
)
)

[Signature]

Witness

Name

Address

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EXECUTED AS A DEED by
two authorised signatories of
METHODIST HOMES

Authorised Signatories
[Handwritten signature]

Authorised Signatories
[Handwritten signature]

