

DATED 30 August

2013

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO**

**LAND AT WESTFIELDS
KIRKBYMOORSIDE
NORTH YORKSHIRE**

between

- (1) RYEDALE DISTRICT COUNCIL**
- (2) NORTH YORKSHIRE COUNTY COUNCIL**
- (3) SIMEON BARKER**
- (4) ELIZABETH ANN JONES-TURNER, JONATHAN THOMAS KENDREW JONES,
MARK BRINLEY KENDREW JONES AND PAUL BENJAMIN KENDREW JONES**
- (5) GLADMAN DEVELOPMENTS LIMITED**

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THIS DEED is dated

30 AUGUST

2013

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Malton, North Yorkshire, YO17 7AH ("the Council")
- (2) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Northallerton, North Yorkshire, DL7 8 AD ("the County Council")
- (3) **SIMEON BARKER** of Aby Green Farm, Harome, York, YO62 5JH ("the First Owner")
- (4) **ELIZABETH ANN JONES-TURNER** of 29 Heatherbank Road, Bessacarr, Doncaster, South Yorkshire, DN4 6EH, **JONATHAN THOMAS KENDREW JONES** of 4 Nelson Place, Burnscross, Sheffield, S35 1WG, **MARK BRINLEY KENDREW JONES** of 18 Paddock Drive, Bramley, Rotherham, South Yorkshire, S66 3ZE and **PAUL BENJAMIN KENDREW JONES** of 23 Kirkwoods Park, Lisburn, Antrim, BT28 3RR ("the Second Owners")
- (5) **GLADMAN DEVELOPMENTS LIMITED** (Company number 03341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB ("the Promoter")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The County Council is the local highway authority and the local education authority and a local planning authority for the area in which the Property is situated.
- (C) The First Owner is the freehold owner of that part of the Property registered at HM Land Registry under title numbers NYK183238, NYK218138 and NYK369428.
- (D) The Second Owners are the freehold owners of that part of the Property registered at HM Land Registry under title number NYK341798.
- (E) The First Owner the Second Owners and the Promoter have entered into the Promotion Agreement.
- (F) The Promoter has made the Planning Application and is proposing to carry out the Development.

- (G) The Council resolved on the 28th of August 2013 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this deed:

Affordable Housing: Social Rented Affordable Rented Housing and Intermediate Affordable Housing provided to eligible households whose needs are not met by the market where eligibility is determined in accordance with the Council's eligibility criteria at that time and which:

- (i) remains at an affordable price for future eligible householders subject to the provisions of this deed;
- (ii) comprises 35% of the total number of Residential Dwellings (excluding the Apartments with Care) constructed pursuant to the Planning Permission

Affordable Housing Scheme: the scheme submitted in accordance with the Planning Permission which shall include details of:

- (i) the numbers, type, size, tenure and location on the site of the Affordable Housing which shall include the Specified Mix; and
- (ii) the arrangements for the transfer of the Affordable Housing to an RP; and
- (iii) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing; and
- (iv) the occupancy criteria to be used for determining the identity of occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced.

Affordable Housing Unit: any dwelling constructed on the Property for Affordable Housing.

Affordable Rented Housing: affordable rented housing as described in the definition of Affordable Housing set out in the glossary to the NPPF.

Apartments with Care: the C2 apartment scheme, the residential care facility to the north of Kirkbymoorside Community Primary School.

Base Rate: the base rate from time to time of National Westminster Bank plc.

Chargee: any mortgagee or chargee of the RP or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

Chargee's Duty: the tasks and duties set out in Schedule 1 paragraph 4.6.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commence and Commences shall be construed accordingly.

Commencement Date: the date Development Commences.

Date of Practical Completion: the date of issue of a certificate of practical completion by the First Owner and the Second Owners' architect or, if the Development is constructed by a party other than the First Owner and the Second Owners, by that other party's architect.

Default Interest Rate: 2% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.

Education Contribution: the sum payable in accordance with paragraph 1 of Schedule 1 of this deed.

Highway Contribution: the sum payable in accordance with paragraph 2 of Schedule 1 of this deed.

Housing Services Manager: the Housing Services Manager of the Council or such other official as may from time to time be nominated by him/her to carry out functions at the date hereof carried out by him/her.

Index Linked: increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) (or in the case of the Education Contribution the Department of Business Innovation and Skills Tender Price Index of Public Sector Building Non-Housing) that applied immediately preceding the date the payment is due.

B= the figure for the Retail Prices Index (All Items) (or in the case of the Education Contribution the Department of Business Innovation and Skills Tender Price Index of Public Sector Building Non-Housing) that applied when the index was last published prior to the date of this deed.

Intermediate Housing: intermediate housing as described in the definition of Affordable Housing set out in the glossary to the NPPF.

Market Housing Units: dwellings for sale on the open market and which are not Affordable Housing.

NPPF: the Communities and Local Government National Planning Policy Framework dated March 2012.

Occupation: the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or occupation for marketing or display or occupation in relation to security operations and **Occupy, Occupied** and **Occupier** shall be construed accordingly.

Phase of Development: a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject.

Plan: the plan attached at Appendix 1.

Plan 2: the plan marked Plan 2 attached at Appendix 2

Planning Application: the application for outline planning permission registered by the Council on the 22nd of March 2013 under reference number 13/00342/MOUT.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application in the draft form attached as Appendix 3.

Primary School Land: the land comprising 5,250 sq m in area in two parcels shown hatched green on Plan 2.

Property: the land at Westfields, Kirkbymoorside, North Yorkshire shown edged red on the Plan and registered at HM Land Registry with absolute title under title numbers NYK34178, NYK369428, NYK183238 and NYK218138.

Promotion Agreement: a planning promotion agreement in respect of the Property dated the 3rd of November 2011 made between (1) the First Owner and the Second Owners and (2) the Promoter.

Protected Tenant: 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 Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by the RP (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RP all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

Residential Dwelling: any dwelling, flat or other residential unit of accommodation including Affordable Housing within the Development.

RP: a Registered Provider as defined in the Housing and Regeneration Act 2008.

Serviced: free of buildings structures contamination and encumbrances

Social Rented Housing: means housing let at a rent which is comparable to the rents charged in the Ryedale District Council administrative area by RPs for properties of equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager the First Owner and the Second Owners and RP and thereafter any increases or decreases in accordance with the Homes and Communities Agency or any successor body's guidance at the time.

Specified Mix: unless otherwise agreed in writing by the Council at least 80% of the Affordable Housing shall be Social Rented/Affordable Rented Housing and up to 20% shall be Intermediate Housing.

TCPA 1990: Town and Country Planning Act 1990(as amended)

Travel Plan: the travel plan to be submitted to the Council in accordance with the terms of the framework travel plan submitted with the Planning Application

Travel Plan Contribution: the sum payable in accordance with paragraph 3 of Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994 [and any similar replacement and any additional replacement tax].

Working Day: a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business).

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties,

no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.

- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the First Owner and the Second Owners with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and County Council in accordance with section 106 of the TCPA 1990.

2.4 Except for the planning obligations contained in this deed specifically regulating the use of land or buildings after occupation, no planning obligations contained in this deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

3. CONDITIONALITY

With the exception of clauses 2, 3, 11, 13, 15, 20, 21 and 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission and the obligations contained in Schedule One shall only come into effect on Commencement of the Development

4. COVENANTS TO THE COUNCIL AND THE COUNTY COUNCIL

The First Owner and Second Owners covenant with the Council and the County Council that they will be jointly and severally liable to:

- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1;
- (b) give at least 14 Working Days written notice to the Council of the intended Commencement Date.

5. COVENANTS BY COUNCIL AND THE COUNTY COUNCIL

The Council and County Council covenant with the First Owner and the Second Owners to observe and perform the relevant covenants, restrictions and obligations contained in Schedule 2.

6. PROMOTER'S CONSENT

The Promoter acknowledges that this deed has been entered into with its consent and that the Property will be bound by the planning obligations contained in Schedule 1 and that the interest of the Promoter in the Property shall take effect subject to this deed.

7. INDEXATION

- 7.1 All financial contributions payable to the Council and the County Council shall be Index Linked.

7.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the First Owners and the Second Owners in writing.

8. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

9. DETERMINATION OF DEED

The obligations in this deed (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the First Owner and the Second Owners; or
- (c) is quashed following a successful legal challenge.

10. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

11. COUNCIL'S AND COUNTY COUNCIL'S COSTS

The First Owner and the Second Owners shall pay to the Council and County Council on or before the date of this deed the Council's and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed.

12. INTEREST ON LATE PAYMENT

Where any sum or amount has not been paid to the Council or the County Council by the date on which it is due, the First Owner and the Second Owners shall pay the Council or the County Council as appropriate interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

13. OWNERSHIP

- 13.1 The First Owner and the Second Owners warrant that no person other than the First Owner and the Second Owners have any legal or equitable interest in the Property.
- 13.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the First Owner and the Second Owners will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
- (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

Provided that such information shall not be required upon the disposal of dwellings to individual owners

14. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

15. CANCELLATION OF ENTRIES

- 15.1 On the written request of the First Owner and the Second Owners at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 15.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the First Owner and the Second Owners cancel all entries made in the local land charges register in respect of this deed.

16. DISPUTES

If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the

arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

17. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

18. NO COMPENSATION PAYABLE

No compensation shall be payable by the Council or the County Council as a result of the obligations contained in this deed.

19. WAIVER

No waiver (whether express or implied) by the Council or the County Council of any breach or default by the First Owner and the Second Owners in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

20. FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

21. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

22. NOTICES

- 22.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or

recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address as set out below:

- (a) Council: The Development Manager Ryedale House, Molton, North Yorkshire, YO17 7AH;
- (b) The County Council: Director of Business and Environmental Services, County Hall, Northallerton, North Yorkshire, DL7 8AD;
- (c) The First Owner: Simeon Barker, Aby Green Farm, Harome, York, YO62 5JH;
- (d) The Second Owners: Jonathan Kendrew Jones, 4 Nelson Place, Burnscross, Sheffield, S35 1WG
- (e) Promoter: Gladman Legal Department (ref NB), Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB

or as otherwise specified by the relevant person by notice in writing to each other person.

22.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

23. THIRD PARTY RIGHTS

No person other than a party to this deed and their respective successors and permitted assigns, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

24. SEVERANCE

- 24.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.
- 24.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25. **VALUE ADDED TAX**

- 25.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 25.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

26. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27. **INDEMNITY**

The Promoter (to the extent that the First Owner and the Second Owners have not been released from the planning obligations set out in this deed pursuant to clause 8) hereby indemnifies and shall keep indemnified the First Owner and the Second Owners during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the First Owner and the Second Owners under this deed and any breach or non-performance of those obligations.

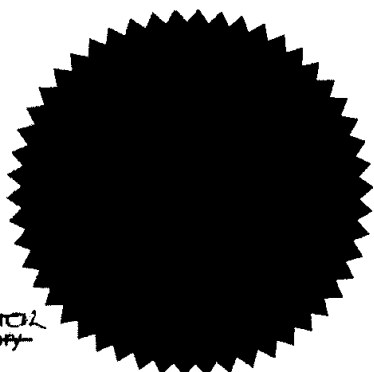
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of **RYEDALE DISTRICT COUNCIL** was affixed to this document in the presence of:

Minute 60
13/14
Reg No. 6434
initials JB.

KAW

~~COUNCIL SOLICITOR~~
~~Authorised signatory~~

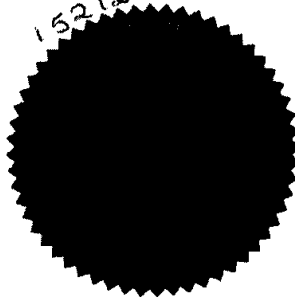


The common seal of **NORTH YORKSHIRE**

15212

COUNTY COUNCIL

was affixed to this document in the presence of:



Authorised signatory

Signed as a deed by **SIMEON BARKER** in the presence of:

.....*S. Barker*.....

SIGNATURE OF OWNER

.....*[Signature]*.....
SIGNATURE OF WITNESS

NAME *HELEN ALISON JONES*
ADDRESS *40, NICKERSON ST*
1, CANTON, SUSSEX
1, KIRKBY, CROSSLAND
YORK, YO9 6AR
OCCUPATION *ACCOUNTS TAX SANCOR*

Signed as a deed by **ELIZABETH ANN JONES-TURNER** in the presence of:

.....*E Ann Jones - Turner*.....

SIGNATURE OF OWNER

.....*[Signature]*.....
SIGNATURE OF WITNESS

NAME *W. A. B. ATTERHAM*
ADDRESS *50, HIGGINS ST*
Doncaster
AVK 6AL
OCCUPATION *Retired*

Signed as a deed by **JONATHAN THOMAS KENDREW JONES** in the presence of:

.....*[Signature]*.....

SIGNATURE OF OWNER

.....*R. A. Cox*.....
SIGNATURE OF WITNESS

NAME *ROBERT A. COX*
ADDRESS *2, NELSON PLACE*
BURNWOOD
SHEFFIELD
S35 1WG
OCCUPATION *RETIRED*

Signed as a deed by **MARK BRINLEY**

.....*M. Brinley*.....

KENDREW JONES in the presence of:

SIGNATURE OF OWNER

CAJ
.....
SIGNATURE OF WITNESS

NAME .. Christopher Sean Yates
ADDRESS .. 4 Jethin Wood Close
.....
.....
.....
OCCUPATION .. Sales Manager

Signed as a deed by **PAUL BENJAMIN**

[Signature]
.....
SIGNATURE OF OWNER

KENDREW JONES
in the presence of:

[Signature]
.....
SIGNATURE OF WITNESS

NAME .. SAULY CUEVA
ADDRESS ..
3 T. INJACEL CR
.....
.....
OCCUPATION .. W.F.B. ZEP

Executed as a deed by GLADMAN
DEVELOPMENTS LIMITED acting by a
director and a director **OR** its
secretary

[Signature]
.....
Director

[Signature]
.....
Director **OR** Secretary

Schedule 1 Covenants to the Council and the County Council

1. EDUCATION CONTRIBUTION

To pay to the County Council the Education Contribution in the sum of £560,000 (Five hundred and sixty thousand pounds) towards the cost of providing, expanding or improving primary school provision in the vicinity of the Development, which sum shall be paid in instalments of fifty percent prior to the Occupation of the 51st Residential Dwelling and fifty percent prior to Occupation of the 101st Residential Dwelling; and not to Occupy or permit the Occupation of more than 50 Residential Dwellings until the first fifty percent of the Education Contribution has been paid or to Occupy or permit the Occupation of more than 100 Residential Dwellings until the second fifty percent of the Education Contribution has been paid.

2. HIGHWAY CONTRIBUTION

To pay to the County Council the sum of £75,000 (Seventy-five thousand pounds) for the enhancement of the existing number 174 and 176 Bus Services or in the event that these cease to operate an alternative for these services which sum shall be paid in instalments of £15,000 (Fifteen thousand pounds) prior to the Occupation of the 1st Residential Dwelling and £15,000 (Fifteen thousand pounds) on each anniversary of the First Payment for a period of four years only; and not to Occupy or permit to be Occupied any Residential Dwellings until the first such instalment has been paid.

3. TRAVEL PLAN CONTRIBUTION

To pay to the Council the sum of £40,000 (forty thousand pounds) to enable the Travel Plan Coordinator appointed as the result of the implementation of the Travel Plan to meet the targets in the Travel Plan by the implementation of sustainable transport measures and such sum shall be paid in instalments of £20,000 (twenty thousand pounds) on Commencement and £20,000 (twenty thousand pounds) prior to Occupation of the 101st residential dwelling.

4. AFFORDABLE HOUSING

- 4.1 Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Council.
- 4.2 Not to Occupy more than 10 Market Housing Units in any Phase of Development until a contract has been entered into with an RP for the transfer of the

Affordable Housing Units in that Phase of Development to the RP and written notice of that has been received by the Council.

- 4.3 The Affordable Housing Units for any Phase of Development will be constructed in parallel with the Market Housing Units for that Phase of Development and no more than 95% of the Market Housing Units for that Phase of Development shall be Occupied until all the Affordable Housing Units for that Phase of Development have been transferred to the RP.
- 4.4 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing, save that this obligation shall not be binding on:
- (a) any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and charges; or
 - (b) any Chargee provided that he has first complied with the Chargee's Duty; or
 - (c) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 4.5 The transfer to the RP shall include the following:
- (a) the grant by the First Owner and the Second Owners to the RP of full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing;
 - (b) the grant by the First Owner and the Second Owners to the RP of full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing all such services to be connected to the mains
 - (c) a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development
 - (d) a covenant by the RP with the First Owner and the Second Owners not to use the Affordable Housing other than for Affordable Housing other than by any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees, or any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor
 - (e) reasonable provisions ensuring that the Affordable Housing Units remain available at an affordable price for future eligible households or if these

restrictions are lifted for the subsidiary to be recycled for alternative affordable housing provision.

- 4.6 The Chargee shall, before seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than 3 months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage and the Council must give full consideration to protecting the interest of the Chargee in respect of money outstanding under the charge or mortgage:
- (a) If the Council responds within 3 months from receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing, the Chargee shall co-operate with those arrangements and use its reasonable endeavours to secure the transfer;
 - (b) If the Council or any other person cannot within 3 months of the date of service of its response under paragraph 4.6 (a) secure the transfer then, provided that the Chargee has complied with its obligations under paragraph 4.6, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 5.5 which shall then cease to apply to those units;
 - (c) If the Council does not serve its response to the Chargee's notice within 3 months, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 4.6 which shall then cease to apply to those units;

5. PRIMARY SCHOOL LAND

- 5.1 Prior to the Occupation of the 10th Residential Dwelling to transfer the Serviced Primary School Land to the County Council for the consideration of £1 (One pound) unless the County Council has given prior written notification to the First Owner and the Second Owners that it does not require the Primary School Land to be transferred to it.
- 5.2 Not to Occupy or permit Occupation of more than 9 Residential Dwellings before transferring the Serviced Primary School Land to the County Council for the consideration of £1 (One pound) unless the County Council has given prior written notification to the First Owner and the Second Owners that it does not require the Primary School Land to be transferred to it.

5.3 Any transfer of the Primary School Land to the County Council shall contain a covenant from the County Council that the Primary School Land shall only be used for the purposes of education or children's services

6. CYCLE CONTRIBUTION

Immediately upon Commencement of Development to pay to the County Council the sum of £10,000 (ten thousand pounds) for the provision of cycle stands in Kirkbymoorside Town Centre.

Schedule 2 Covenants by the County Council

1. EDUCATION CONTRIBUTION

- 1.1 The County Council covenants to pay the Education Contribution into a separately identified section of the County Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Education Contribution other than for the purposes for which it was paid (whether by the County Council or another party).
- 1.3 In the event that the Education Contribution has not been spent or committed for expenditure by the County Council within five years following the date of receipt of the last instalment of the Education Contribution the County Council shall refund to the party who paid it any part of the Education Contribution which has not been spent or committed for expenditure.

2. HIGHWAY CONTRIBUTION

- 2.1 The County Council covenants to pay the Highway Contribution into a separately identified section of the County Council's combined accounts as soon as reasonable practicable
- 2.2 Not to use any part of the Highway Contribution other than for the purposes for which it was paid (whether by the County Council or another party).
- 2.3 In the event that the Highway Contribution has not been spent or committed for expenditure by the County Council within five years following the date of receipt of the last instalment of the Highway Contribution the County Council shall refund to the party who paid it any part of the Highway Contribution which has not been spent or committed for expenditure.

3. TRAVEL PLAN CONTRIBUTION

- 3.1 The Council covenants to pay the Travel Plan Contribution into a separately identified section of the Council's combined accounts as soon as is reasonably practicable.
- 3.2 Not to use any part of the Travel Plan Contribution other than for the purposes for which it was paid (whether by the Council or another party.)

3.3 In the event that the Travel Plan Contribution has not been spent or committed for expenditure by the Council within ten years following the date of receipt of the first instalment of the Travel Plan Contribution the Council shall refund to the party who paid it any part of the Travel Plan Contribution which has not been spent or committed for expenditure together with any accrued interest.

4. The County Council will accept the transfer of the Primary School Land from the First Owner and the Second Owners unless it has given a prior written notification to the First Owner and the Second Owners that it does not require the Primary School Land to be transferred to it.

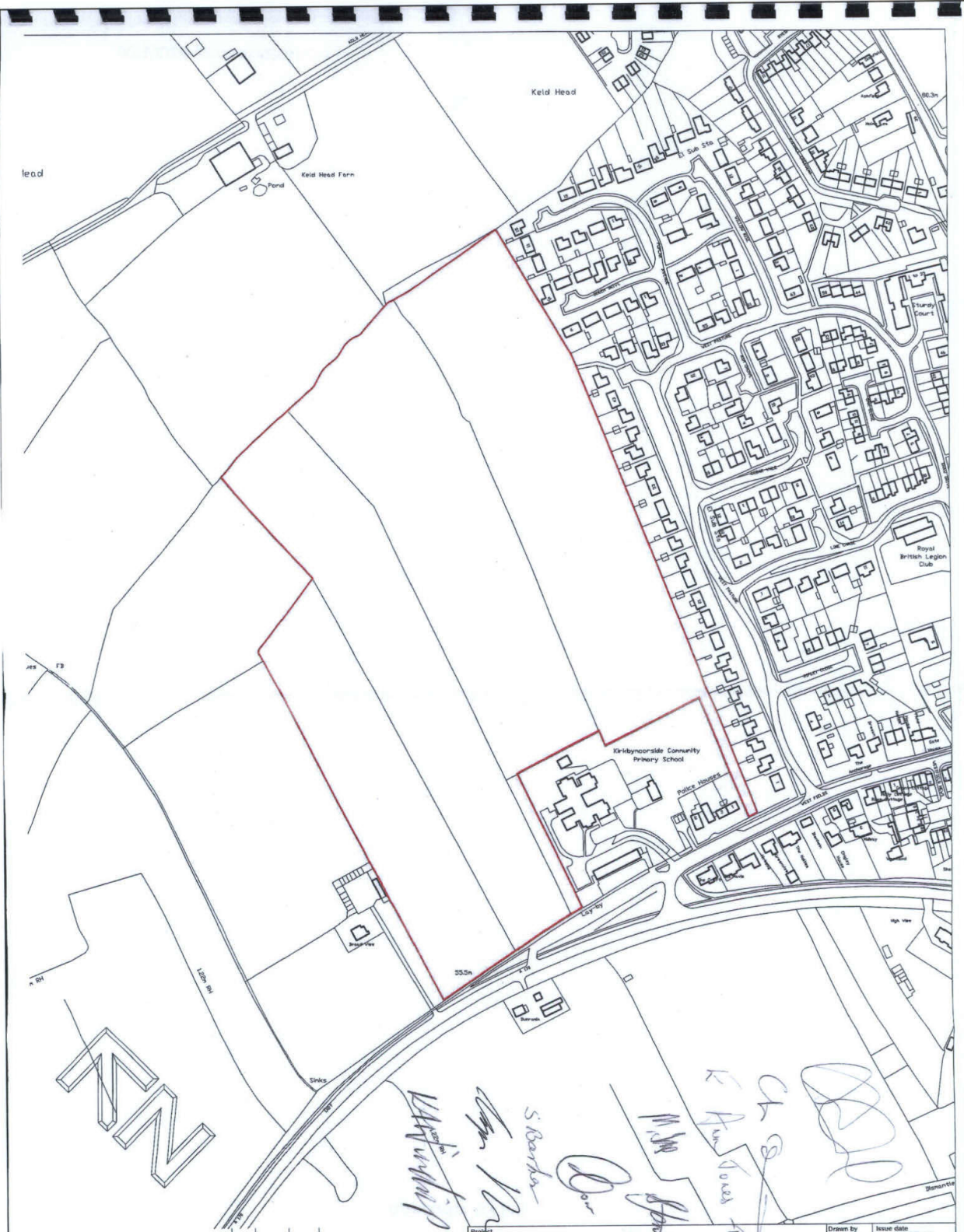
5. CYCLE CONTRIBUTION

5.1 The County Council covenants to pay the Cycle Contribution into a separately identified section of the County Council's combined accounts as soon as is reasonably practicable.

5.2 Not to use any part of the Cycle Contribution other than for the purposes which it was paid (whether by the County Council or another party).

5.3 In the event that the Cycle Contribution has not been spent or committed for expenditure by the County Council within five years following the date of receipt the County Council shall refund to the party who paid it any part of the Cycle Contribution which has not been spent or committed for expenditure.

Appendix 1: Plan



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Rev	Date	By	Revision notes
Status			
Planning			

Project **Kirkdale Road Kirkbymoorside**
 Title **Location Plan**

Drawn By: <i>dmmf</i>	Issue date: 05.07.11
Scale(s): 1:2500@A3	
Drawing No: 2011-001-100	

Appendix 2: Plan 2



GLADMAN Gladman House Alexandra Way Croydon Business Centre Croydon Surrey CR9 3JH Tel: 01252 222000 Fax: 01252 222001 www.gladman.co.uk		Legal		Project Kirkdale Road Kirkbymoorside		Issue date 08-11-12	
Revision notes Status A Nov 12 Date By dmf Land area amended		Title Safeguarded Land for Kirkbymoorside Community Primary School		Scale(s) 1:1250@A4		Drawing No 2011-001-KCFSLP Rev A	

Appendix 3: 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: 13/00342/MOUT

Proposal: Development of up to 210no. (Use Class C3) residential dwellings, 50no. (Use Class C2) apartments with care for older people, the provision of expansion land to Kirkbymoorside Community Primary School (Use Class D1), landscape, open space, highway improvement works and associated works (site area 11.6ha)

at: Land At Westfields Kirkbymoorside North Yorkshire

for: Gladman Developments Ltd

Decision Date: 29 August 2013

REASON FOR APPROVAL

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

National Planning Policy Framework
Ryedale Local Plan - Policy ENV7 - Landscaping
Ryedale Local Plan - Policy H14 - Public open space in residential developments
Ryedale Local Plan - Policy T3 - Access to the local highway network
Ryedale Local Plan - Policy T7 - Parking
Ryedale Local Plan - Policy U1 - Off-site sewerage infrastructure
Ryedale Local Plan - Policy U2 - Availability of water supplies
Ryedale Local Plan - Policy U3 - Surface water run-off
Ryedale Local Plan - Policy U4 - Sewage disposal

CONDITIONS AND ASSOCIATED REASONS

- 01 Details of the appearance, landscaping, layout and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority before the expiration of three years from the date of this permission.

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Reason:- To reserve the rights of the Local Planning Authority with regard to these matters to accord with Section 92 of the Town and Country Planning Act.

- 02 The development hereby permitted shall be begun not later than 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 of the reserved matters to be approved, whichever is later.

Reason:- Required to be imposed pursuant to Section 92 of the Town and Country Planning Act.

- 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 ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan

- 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 each of the approved external walling materials to be used in the construction of the approved development. The panel(s) so constructed shall be retained only until the development has been completed.

Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan and the requirements of the National Planning Policy Framework.

- 05 No development shall commence on the respective dwelling or care facility until a full schedule of the following details matters has been submitted to and approved in writing with the Local Planning Authority:

1. Eaves and verge details
2. Windows including materials and type of manner of opening
3. Chimney details
4. External doors and garage door details.

Reason:- For the avoidance of doubt and to ensure that the development and to satisfy the requirements of Policy H7A (ii) of the Ryedale Local Plan and the requirements 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. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.

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Reason:- To ensure that the development does not prejudice the enjoyment by the neighbouring occupiers of their properties or the appearance of the locality in accord with the requirements of the National Planning Policy Framework.

- 07 All planting seeding and/or turfing comprised in the landscaping scheme approved as part of the reserved matters shall be carried out in accordance with a phased programme of planting that has first been agreed in writing by the Local Planning Authority. Thereafter, the planting shall be carried out in accordance with the agreed programme, or such longer period as may be agreed in writing by the Local Planning Authority. Any trees or shrubs which, within a period of five years from being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To enhance the appearance of the development hereby approved, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan and the requirements of the National Planning Policy Framework.

- 08 The reserved matters shall include details of the areas to be laid out as formal Public Open Space (POS) totalling at least 1.5ha and shall include details of the locations within the scheme where the open space shall be sited. The formal public open provision shall include the following:

- A Local Equipped Area of Play (LEAP) of at least 0.04ha to the north western indicative open space and should be fenced and include at least five pieces of equipment, two benches and a litter bin. The specific design and layout of this whole area should be submitted to and approved by Ryedale District Council prior to its construction.

- A play area to the southern section of the indicative open space area constituting a Neighbourhood Equipped Area of Play (NEAP) of at least 0.06 and have at least 8 pieces of equipment, two benches and a litter bin. The balance of this area should also have a litter bin and a dog bin. The specific design and layout of this whole area should be submitted to and approved by Ryedale District Council prior to its construction.

- POS suitable and available for ball games etc. The specific design of this whole area, together with the LEAP and NEAP shall be submitted to and approved in writing by Ryedale District Council. All works shall then be implemented in accordance with the agreed details and appropriate timetable of works which shall first be submitted to and agreed in writing by Ryedale District Council prior to any development on site.

Thereafter the public open space provision shall be laid and maintained in accordance with the details.

NB. The maintenance of the POS thereafter will be provided for within the S106.

Reason:- To comply with the requirements of Policy H14 of the Ryedale Local Plan and the provisions of the National Planning Policy Framework.

- 09 A Landscape Management Plan shall be submitted and agreed in respect of provision of Public Open Spaces, and wooded area(s) to the northern and western boundary of the site and their

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long-term maintenance arrangements. The site shall thereafter be maintained in accordance with the provisions of the Management Plan.

Reason:- To enhance the appearance of the development hereby approved, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan and the requirements of the National Planning Policy Framework.

- 10 The plans and particulars submitted as part of any reserved matters application shall include a tree survey, providing details existing trees to be retained /removed, in accordance with the recommendations in BS 5837:2012 Trees in relation to demolition, design and construction, and also an associated arboricultural method statement for their protection during the development phase.

Reason:- To enable the Local Planning Authority to properly assess the existing trees which are considered to be an important component of the existing landscape, and to ensure that the retained trees are adequately protected during the development of the site.

- 11 The plans and particulars submitted as part of any reserved matters application shall include proposals for the landscaping of the site for approval in writing by the Local Planning Authority. The submitted scheme shall provide details of species, numbers of each species, and planting sizes, ensuring that proposed new tree planting along the northern boundaries of the development consists of small/medium tree species only. In the event of any plant material dying or become seriously diseased or damaged within a 5 year period of planting, it shall be replaced with similar species to a specification that shall be first agreed in writing with the Local Planning Authority unless the Local Planning authority give written consent to any variation.

Reason:- The details submitted to date are not comprehensive, to enhance and screen the development, and in accordance with Policy ENV7 of the Ryedale Local Plan.

- 12 Details of a scheme for replacement tree planting, grassed areas and shrubs shall be submitted to the Local Planning Authority for approval before the commencement of development on site. The scheme shall be implemented on site in accordance with the agreed programme of planting.

Reason:- To enhance the appearance of the development hereby approved, and to satisfy the requirements of Policy ENV7 of the Ryedale Local Plan and the requirements of the National Planning Policy Framework.

- 13 Prior to the occupation of any of any dwelling hereby approved, the following refuse collection and recycling bins shall be provided:-

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

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

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- 14 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other ground works, except for investigative works or the depositing of material on the site, until the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

- (1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
 - (a) the proposed highway layout including the highway boundary
 - (b) dimensions of any carriageway, cycleway, footway, and verges
 - (c) visibility splays
 - (d) the proposed buildings and site layout, including levels
 - (e) accesses and driveways
 - (f) drainage and sewerage system
 - (g) lining and signing
 - (h) traffic calming measures
 - (i) all types of surfacing (including tactiles), kerbing and edging.
- (2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:
 - (a) the existing ground level
 - (b) the proposed road channel and centre line levels
 - (c) full details of surface water drainage proposals.
- (3) Full highway construction details including:
 - (a) typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
 - (b) when requested cross sections at regular intervals along the proposed roads 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.

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Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.

- 15 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 base course macadam level and/or block paved and kerbed and connected to the existing highway network with street lighting installed and in operation.

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

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

- 16 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 for 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.

- 17 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until splays are provided giving clear visibility of 120 metres measured along both channel lines of the A170 from a point measured 2.4 metres down the centre line of the access road. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

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

- 18 No part of the development shall be brought into use until the existing accesses on to A170 have 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 T3 of the Ryedale Local Plan and in the interests of highway safety.

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- 19 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site in connection with the construction of 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 protected right turn lane on the A170 at the site access.
- b. Relocation of the 40 mph speed limit on the A170 and provision of a gateway feature at the start of the relocated speed limit.
- c. Provision of bus stops and shelters with appropriate pedestrian crossing facilities on the A170 within 150 metres of the site access.
- d. Alterations to the existing layby to bring the carriageway up to a standard residential layout, ie 5.5 metre carriageway width with a 2 metre footway on one side. Works to include provision of signing, lining, street lighting and surface water drainage. A parking lay-by and area of hard standing to be provided on one side of the carriageway to accommodate the existing recycling activities.
- e. Provision of a shared footway / cycleway along the A170 from the site access to the junction with West Lund.
- f. Provision of dropped crossing, tactile paving and signing along the two identified two routes from the site to Kirkbymoorside Town Centre.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

- 20 The following highway works shall be constructed, prior to the occupation of the first dwelling, in accordance with the details approved in writing by the Local Planning Authority under condition number 18:

- a. Formation of a protected right turn lane on the A170 at the site access.
- b. Relocation of the 40 mph speed limit on the A170 and provision of a gateway feature at the start of the relocated speed limit.
- c. Provision of bus stops and shelters with appropriate pedestrian crossing facilities on the A170 within 150 metres of the site access.
- d. Alterations to the existing lay-by to bring the carriageway up to a standard residential layout, ie 5.5 metre carriageway width with a 2 metre footway on one side. Works to include provision of signing, lining, street lighting and surface water drainage. A parking lay-by and area of hard standing to be provided on one side of the carriageway to accommodate the existing recycling activities
- e. Provision of a shared footway / cycleway along the A170 from the site access to the junction with West Lund.

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f. Provision of dropped crossing, tactile paving and signing along the two identified two routes from the site to Kirkbymoorside Town Centre.

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

- 21 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other ground works, 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 T3 of the Ryedale Local Plan and to ensure appropriate on-site facilities in the interests of highway safety and the general amenity of the development.

- 22 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 T3 of the Ryedale Local Plan and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interest of safety and the general amenity of the development.

- 23 Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 or any subsequent Order, the garage(s) shall not be converted into domestic accommodation without the granting of an appropriate planning permission.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity the development.

- 24 There shall be no access or egress by any vehicles between the highway and the application site until details of the precautions to be taken to prevent the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority in consultation with the Highway Authority. These precautions shall be made available

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before any excavation or depositing of material in connection with the construction commences on the site and be kept available and in full working order and used until such time as the Local Planning Authority in consultation with the Highway Authority agrees in writing to their withdrawal.

Reason:- In accordance with Policy T3 of the Ryedale Local Plan and to ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

- 25 No Development for any phase of the site shall take place until a Construction Method Statement for that phase has been submitted to, and approved in writing by the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The Statement shall provide for:

- (i) The parking of vehicles of site operatives and visitors
- (ii) Loading and unloading of plant and materials
- (iii) Storage of plant and materials used in constructing the development

Reason:- To provide for appropriate on-site facilities during construction, in the interests of highway safety and the general amenity of the area.

- 26 No part of the development shall be occupied prior to implementation of the Approved 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 Section 4 of the NPPF and to establish measures to encourage more sustainable non-car modes of transport.

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

Reason:- This condition is imposed in accordance with Section 10 of the NPPF and in the interest of satisfactory and sustainable drainage.

- 28 No part of the development shall take place until details of the proposed means of disposal of foul water drainage and treatment, including details of any balancing works and off-site works, have been submitted to and approved by the local planning authority. Furthermore the volume of foul water flows from the development shall be limited to a maximum peak flow of 5 litres per second until such time that the developer has demonstrated that there is adequate provision to treat foul water in excess of 5 litres per second.

Reason:- This condition is imposed in accordance with Section 10 of the NPPF, and to ensure that the development can be properly drained and foul water can be adequately treated without detriment to the aquatic environment.

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- 29 No development shall commence until details of the phasing for construction and occupation of the development have been submitted to and approved by the local Planning Authority . Furthermore, there shall be no more than 100 houses occupied prior to the completion of works required to ensure that there are adequate facilities for foul water arising from the whole development to be treated without risk to the aquatic environment

Reason:- This condition is imposed in accordance with Section 10 of the NPPF, and to ensure that there is no detriment to the aquatic environment arising as a consequence of the development.

- 30 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.

Reason:- This condition is imposed in accordance with Section 10 of the NPPF, and to ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading.

- 31 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 required for each phase of the development.

Reason:- This condition is imposed in accordance with Section 10 of the NPPF, and to ensure that no foul water discharges take place until proper provision has been made for their disposal.

- 32 Surface water from vehicle parking and hard standing areas shall be passed through an interceptor of adequate capacity prior to discharge to the public sewer. Roof drainage should not be passed through any interceptor.

Reason:- In the interest of satisfactory drainage.

- 33 Unless otherwise agreed in writing by the Local Planning Authority, no building or other obstruction shall be located over or within 3 metres either side of the centre line of the water main i.e. a total protected strip width of 6 metres, that crosses the site .

Reason:- In order to allow sufficient access for maintenance and repair work at all times.

- 34 No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall also include:

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- Sufficient attenuation and long term storage should be provided to accommodate at least a 1 in 30 year storm. The design should also ensure that storm water resulting from a 1 in 100 year event plus 30% to account for climate change, and surcharging the drainage system can be stored on site without risk to people or property and without overflowing into the watercourse;
- If infiltration can be used a minimum of 1700m³ of storage should be provided, if not, a minimum of 2700m³ of storage should be provided;
- Surface water runoff will be limited to 7.4l/s (0.95l/s/ha);
- Details of how the scheme shall be maintained and managed after completion.

Reason:- This condition is imposed in order to comply with Section 10 of the NPPF and to prevent the increased risk of flooding, both on and off site.

35 Prior to each phase of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), no development shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

1) A preliminary risk assessment which has identified:

- all previous uses;
- potential contaminants associated with those uses;
- a conceptual model of the site indicating sources, pathways and receptors;
- potentially unacceptable risks arising from contamination at the site.

2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason:- This condition is imposed in order to comply with paragraph 121 of the NPPF as the proposed development is located in a sensitive area with respect to groundwater. The site is underlain by a Principal Aquifer which needs to be protected from potential pollution associated with the development. The Phase 1 Desk Study Report (Report Reference LB066-14/ACJ/HB, 25 August 2011), submitted with the application indicates that contamination may be present within

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the site. Further investigation and risk assessment is needed to ensure that potential contamination does not pose an unacceptable risk to controlled waters, including the underlying Principal Aquifer.

- 36 No occupation of each phase of development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason:- This condition is imposed in order to comply with paragraph 121 of the NPPF as well as to ensure that remediation works are carried out in accordance with the approved remediation strategy and to demonstrate that unacceptable risks to controlled waters (including the underlying Principal Aquifer) have been appropriately mitigated or reduced to an acceptable level.

- 37 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason:- This condition is imposed in order to comply with paragraph 121 of the NPPF and to ensure that any unexpected contamination encountered during the development work is appropriately dealt with and risks to controlled waters, including the underlying Principal Aquifer, are reduced to an acceptable level.

- 38 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

Reason:- This condition is imposed in order to comply with paragraph 121 of the NPPF as the proposed development is located in a sensitive area with respect to groundwater. The site is underlain by a Principal Aquifer which needs to be protected from potential pollution associated with the development. The Phase 1 Desk Study Report (Report Reference LB066-14/ACJ/HB, 25 August 2011), submitted with the application indicates that contamination may be present within the site. If contamination is identified within the site a risk assessment will need to be completed to demonstrate that infiltration systems will not create pathways for pollutants to groundwater.

- 39 Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until conditions 1 to 4 have been complied with. If unexpected contamination is found after development has begun,

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development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until condition 4 has been complied with in relation to that contamination.

1. Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments;
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

2. Submission of Remediation Scheme

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

3. Implementation of Approved Remediation Scheme

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

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4. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition 1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 2, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with condition 3.

Reason:- This condition is imposed in order to comply with paragraph 121 of the NPPF, and to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised. This requirement is in order to ensure that risks to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

- 40 No development shall take place within the application area until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason:- This condition is imposed in accordance with Section 12 of the NPPF as the site is of archaeological interest.

- 41 Prior to the commencement of development hereby approved, details of finished site levels (including road and finished ground floor levels of any of the dwellings to be approved under the reserved matters referred to in Condition No. 1 above), shall be submitted to and approved in writing with the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved levels details unless otherwise agreed in writing with the Local Planning Authority.

Reason:- For the avoidance of doubt and to ensure that the finished development has a satisfactory external appearance.

- 42 Unless otherwise approved in writing by the Local Planning Authority, the development hereby permitted shall be carried out in accordance with the following approved plan(s):

Detailed Landscape Proposals in Northern and Western Site Areas - 4751-D-01

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

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INFORMATIVE(S)

- 01 In imposing Condition 11 above it is recommended that before a detailed planning submission is made a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.
- 02 The works required in accord with Condition 15 shall include, where appropriate, replacing kerbs, footways, cycle ways and verges to the proper line and level.
- 03 In imposing Condition 18, 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
- 04 The existing Public Right(s) of Way on the site must be protected and kept clear of any obstruction until such time as any alternative route has been provided and confirmed under an Order made under the Town and Country Planning Act 1990.

Applicants are advised to contact the County Council's Access and Public Rights of Way Manager at County Hall, Northallerton on 0845 8 727374 to obtain up-to-date information regarding the line of the route of the way. The applicant should discuss with the Highway Authority any proposals for altering the route.

- 05 The following information is relevant to the conditions listed above and may be useful to the developer:-

The receiving waste water treatment works (WWTW) has limited capacity to deal with the foul flows that will arise as a consequence of this development. The site was not allocated in the Adopted Ryedale Local Plan and so was not included in the population forecast undertaken to inform our current capital programme (which runs until April 2015). It is unlikely that the WWTW will be upgraded before 2016 at the earliest. It is therefore essential that the development is phased to ensure that there is an adequate facility for treating sewage prior to occupation of each phase of the development. Currently, volume of foul flows must be limited to a maximum of 5l/s which equates to foul flows from one hundred houses (based upon Sewers for Adoption 6th Edition).

- 06 Foul water domestic waste should discharge to the 300mm diameter public foul/combined water sewer recorded in Westfields.(subject to restrictions on volume of flow). Basement/cellar areas to be drained to public sewer will require consideration of a pumped connection. If sewage pumping is required, the peak pumped discharge must not exceed 6 (six) litres per second in either case.

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- 07 The local public sewer network does not have capacity to accept any discharge of surface water from the proposal site. However we understand that the applicant is intending to utilise SUDS in this regard. If the proposal changes then it is essential that YW is re-consulted. Surface water run-off from hard standing (greater than 800 sq metres) and/or communal car parking (greater than 49 spaces) must pass through an oil, petrol and grit interceptor/separator of adequate design before any discharge to prospectively adoptable sewer/public sewer network. Roof water should not pass through the traditional 'stage' or full retention type of interceptor/separator. It is good drainage practice for any interceptor/separator to be located upstream of any on-site balancing, storage or other means of flow attenuation that may be required.
- 08 Off-site sewerage may be required. This may be provided by the developer and considered for adoption by means of a sewer adoption agreement under Section 104 of the Water Industry Act 1991. Alternatively, the developer may in certain circumstances be able to requisition off-site sewers under Section 98 of the Water Industry Act 1991.
- 09 No land drainage may be connected / discharged to public sewer.
- 10 Comments from previous Planning Application N009601 still apply. Hence, the proposed 260 No. dwelling development can be supplied from the existing distribution network without any problem.

Dependent upon proposed site access mains connections can be provided from YW 6" diameter uPVC main in West Pasture or YW 10" diameter CI main in the A170. The supplying reservoir is Kirkbymoorside SRE which has a TWL of 124mAOD; the northern part of the site has elevations approaching 90m AOD and so minimum mains pressure to some higher lying properties may be around the 20 metre mark during periods of high demand.

Gladman Home's proposals affect an existing 6" diameter water main that is laid within the site boundary. It would be possible to allow the developer to effectively divert the main by the requisition of a similar or larger capacity pipe which will eventually also supply the new properties through the development. It is important that kerb races or other permanent identification of the road layout is constructed in advance of the mains requisition/diversion being carried out to facilitate full completion of the diversionary works. If phasing of the development doesn't allow this then one or more temporary connections between the existing 6" diameter water main and the new site main may have to be undertaken. It is imperative that mains connectivity between YW 10" & 6" diameter mains is maintained to ensure that levels of service to existing customers in this area is not compromised.

Therefore, firm information regarding site phasing and road construction is required from the developer to carefully plan the installation of mains and connections to the existing network. All costs will have to be borne by the developer

- 11 The LPA/the applicant should consult with NYCC, who are the Lead Local Flood Authority, to agree details regarding protecting the site from overland flows, and ensuring that the development does not push any possible overland flows onto others.

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- 12 The applicant states that surface water may be discharged to soakaway. We would recommend that before planning permission is granted soakaways are shown to be effective for the disposal of surface water from this site. It is therefore recommended that an appropriate assessment is carried out in accordance with BRE Digest 365. If discharging to the existing surface water drainage system then you should ensure that it has the capacity to take the extra flows from the proposed development.
- 13 We support the use of sustainable drainage systems (SuDS) for new discharges. Where infiltration SuDS are proposed for surface run-off from roads, car parking and public or amenity area, they should have a suitable series of treatment steps to prevent the pollution of groundwater.
- 14 The discharge of clean roof water to ground is acceptable provided that all roof water down-pipes are sealed against pollutants entering the system from surface run-off, effluent disposal or other forms of discharge. The method of discharge must not create new pathways for pollutants to groundwater or mobilise contaminants already in the ground.
- 15 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.

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

HEAD OF PLANNING

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