

Dated 9 APRIL

2015

(1) Ryedale District Council

And

(2) Archbishop Holgate Hospital in Hemsworth

And

(3) Taylor Wimpey UK Limited

Agreement

Under section 106 Town and Country Planning Act 1990 relating
to land off Outgang Lane, Broughton Road,
Malton, North Yorkshire

THIS AGREEMENT is made on

9 APRIL

2015

BETWEEN:

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH ("**the Council**");
- (2) **ARCHBISHOP HOLGATE HOSPITAL IN HEMSWORTH** of Robin Lane, Hemsworth, Pontefract, WF9 4DP ("**the Owner**");
- (3) **TAYLOR WIMPEY UK LIMITED (COMPANY NO: 1392762)** whose registered office is situated at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("**the Developer**");

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is a local planning authority for the area within which the Site is located and a person who is entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold owner of the whole of the Site free from encumbrances that would prevent the Developer entering into this Agreement.
- (C) Pursuant to the Planning Application the Developer has applied to the Council for planning permission for the Development.
- (D) On 1 July 2014 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (E) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Developer and their respective successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"Affordable Housing"	affordable housing as defined in the glossary to the NPPF

"Affordable Housing Contribution"

a sum to be agreed with the Council (or if not agreed determined under Clause 7 of this Agreement) to be calculated as follows:

A – B

Where:

A = The actual sale price of the relevant Affordable Housing Unit(s)

B = The purchase price of the Affordable Housing Unit(s) which would have been paid by an Affordable Housing Provider or Substitute Affordable Housing Provider had the Affordable Housing Unit(s) been transferred to the Affordable Housing Provider or Substitute Affordable Housing Provider in accordance with the provisions of Schedule 2

"Affordable Housing Provider"

any Affordable Housing Provider or social landlord registered with the Homes and Communities Agency (formerly the Housing Corporation) under the Housing and Regeneration Act 2008; or a Registered Provider and "Affordable Housing Providers" shall be construed accordingly

"Affordable Housing Units"

the 29 Affordable Housing units to be provided as part of the Development and made available to people in need of affordable housing being Plots 313-325 and 264-279 and where the tenures for which shall be split as follows:

1. Plots 316-325 and 264-279 Social Rent Housing; and

2. Plots 313-315 Intermediate Housing

and Affordable Housing Unit shall mean any single Dwelling forming part of the Affordable Housing Units

"Commencement Date"

the date specified in clause 3.1 and Commencement of Development shall be

	construed accordingly
“Development”	erection of 27no. 4-bed dwellings, 23no. 3-bedroom dwellings, 17no. 2-bed dwellings and 16no. 1-bed dwellings, associated garages, parking, public open space and landscaping
“Dwellings”	all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and “Dwelling” shall be construed accordingly
“Education Contribution”	the sum of £227,733 (Two hundred & twenty seven thousand seven hundred & thirty three pounds) for the provision of Primary Education in Malton
“Eligible Occupier”	persons who cannot afford to rent or buy housing generally available locally on the open market at local house prices and is identified in accordance with the provisions of schedule 6
“Highway Contribution”	the sum of £232,500 (Two hundred and thirty-two thousand five hundred pounds)
“Housing Services Manager”	the Housing Services Manager of the Council or a person nominated by the Council to discharge functions of the Housing Services Manager
“Intermediate Housing”	means the 3 Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and to be made available as shared ownership housing or shared equity housing or such other form of affordable/intermediate affordable housing (other than Social Rent Housing) that meets the criteria of the glossary to the NPPF (or any future guidance or initiative that replaces or supplements it) agreed in writing with the Council and which, for the avoidance of doubt, should include any initiative subject to receipt of Homes and Communities Agency funding suitable for those unable to meet their housing needs on the open market such properties to be made

available at an intermediate affordable rent to persons in accordance with the Affordable Housing Provider's and/or Substitute Affordable Housing Provider's policy

"Intermediate Housing Offer Price"	Plots 313 -315 £67,500 (sixty-seven thousand, five hundred pounds) – per dwelling
"Management Plan"	the management plan submitted by the Owners to the Council as required by Condition 10 of the Planning Permission.
"Market Dwellings"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing and "Market Dwelling" shall be construed accordingly
"New Permission"	a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Owner and the Developer to be in breach of any or all of the provisions contained in this Agreement
"NPPF"	the Communities and Local Government National Planning Policy Framework dated March 2012
"Occupation"	occupation for the purposes authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purpose of constructing or fitting out the Development and "Occupy" shall be construed accordingly
"Off Site Public Open Space Contribution"	the sum of £146,252 (One thousand four hundred & six thousand two hundred & fifty two pounds) for the provision of adult and youth leisure provision and enhancement in the vicinity of Malton and Norton.
"Plan 1"	the plan attached to this Agreement carrying drawing number Y81.825.01 [Site Location plan]

"Plan 2"	the plan attached to this Agreement and carrying number Y81:825.03 Revision E (Site Layout Plan)
"Planning Application"	an application for outline planning permission for the carrying out of the Development made by the Developer and validated by the Council on 3 October 2013, carrying the reference 13/01141/MFUL
"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1
"Practical Completion"	means the completion of all of the construction of the dwelling that has to be done, notwithstanding that there might be latent defects, for the purposes of allowing a prospective purchaser to take possession of the dwelling and use it as intended.
"Primary Education"	has the meaning given to it in section 2 of the Education Act 1996
"Public Open Space"	the two areas of open space on the Site and shown on Plan 2 and edged in blue and to be provided in accordance with Conditions 10 and 12 of the Planning Permission
"Site"	the freehold property known as land off Outgang Lane of Broughton Road, Malton, North Yorkshire registered at HM Land Registry under the Title Number(s) and shown for identification edged red on Plan 1
"Social Rent Housing"	the 26 Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and made available as social rent housing at a rent which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area prior to the introduction of the "Affordable Homes Programme - Framework" to the Social Rented Housing and which sum shall

be agreed for lettings between the Developer, the Housing Services Manager and the Affordable Housing Provider or Substitute Affordable Housing Provider (whichever has taken the transfer of the Social Rented Housing) in accordance with Government social rents at the time and thereafter any increases shall be in accordance with the Affordable Housing Provider's or Substitute Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council

"Social Rent Housing Offer Prices"

Plots 264 -267 and Plots 276 -279 £65,000 (sixty-five thousand pounds) – per dwelling

Plots 268 – 275 and Plots 318 -325 £55,000 (fifty-five thousand pounds) – per dwelling

Plots 316 and 317 £67,500 (sixty-seven thousand, five hundred pounds) – per dwelling

"Title Number"

NKY297181

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

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- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and any successor local highway authority or local education authority exercising powers under the 1980 Act or the Education Acts;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.3 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
2. **EFFECT OF THIS AGREEMENT**
- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 The obligations in this Agreement will not be enforceable against:
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2.5.1 the buyers of an individual Market Dwelling erected on the Site pursuant to the Planning Permission; or

2.5.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner or the Developer to that statutory undertaker.

2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. **COMMENCEMENT DATE**

Re: Answer of Council CP 1501 1502

3.1 The obligations contained in **clauses 4.1 to 4.3** and the Schedules referred to in those clauses do not come into effect until the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)

3.2 The Commencement Date will not be triggered by any of the following operations:

3.2.1 site investigations or surveys;

3.2.2 site decontamination;

3.2.3 construction of access and service roads;

3.2.4 the clearance or regrading of the Site;

3.2.5 works for the provision of drainage or mains services to prepare the Site for development; or

3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Site.

4. **OBLIGATIONS OF THE PARTIES**

4.1 The Owner and Developer agree with the Council to comply with the obligations set out in **Schedules 2, 3, 4, 5 and 6** in relation to the Development.

4.2 The Council agrees with the Owner and the Developer to comply with its obligations set out in **Schedule 2, 3, 4 and 5**.

- 4.3 The Council agrees the Developer that it will issue the Planning Permission within ten working days of the date of this Agreement.
- 4.4 The Council agrees with the Owner and the Developer to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this **clause 4.5**.
- 4.6 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 £1750 plus VAT.

5. TERMINATION OF THIS AGREEMENT

- 5.1 This Agreement will come to an end if:
- 5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;
- 5.1.2 the Planning Permission expires before the Commencement Date without having been implemented; or
- 5.1.3 at any time after the date of the this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.
- 5.2 **Clause 5.1.1** will not apply in respect of any non-material amendment to the Planning Permission granted pursuant to an application made under section 96A of the 1990 Act prior to the Commencement Date.
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- 5.3 Where the Agreement comes to an end under **clause 5.1** the Council is to vacate or cancel the entries made in the Local Land Charges registers in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.
- 5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 5.5 If the Owner or the Developer make a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. NOTICES

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 6.3.1 if delivered by hand, at the time of delivery;
- 6.3.2 if sent by post, on the second working day after posting; or
- 6.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 6.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

7. DETERMINATION OF DISPUTES

- 7.1 Subject to **clause 7.7**, if any dispute arises relating to or arising out of the terms of this Agreement, any party may give to another written notice requiring the dispute to
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be determined under this **clause 7**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 7.2 For the purposes of this **clause 7** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site but in the case of a dispute regarding any Development Appraisal is a property agent who has not less than ten years' experience in relation to residential property developments in the North Yorkshire area.
- 7.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 7.4**.
- 7.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 7.5 The Specialist is to act as an independent expert and:
- 7.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 7.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

7.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

7.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.

7.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

7.7 This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

8. COMMUNITY INFRASTRUCTURE LEVY

8.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

8.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:

8.2.1 the planning benefits secured by this Agreement should continue to be secured and delivered; and

8.2.2 ^{with R.C. Howard} the Owner nor the Developer ^{will} ~~should not be in a position where they are~~ ^{will} in a financially worse position because of CIL in respect of the obligations contained in the Schedules than they would be if they performed the obligations in this Agreement and no CIL had been introduced. ^{AW ASG KAN}

9. JURISDICTION

9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

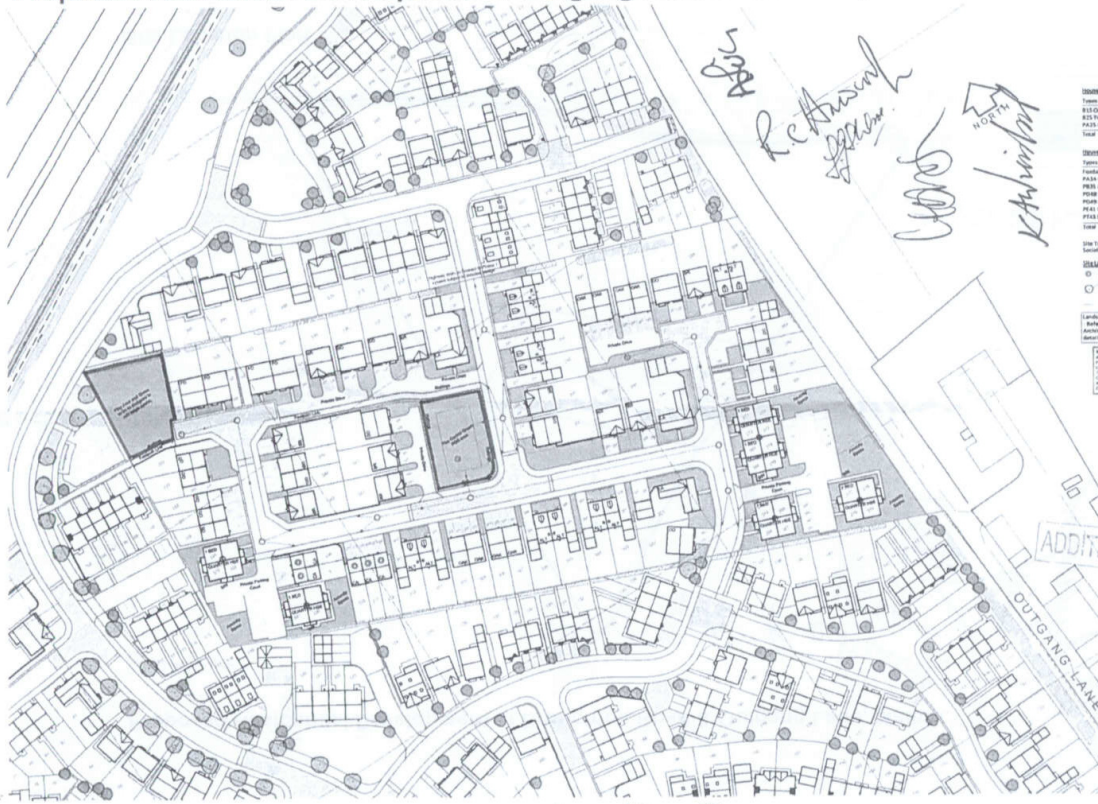
9.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

10. EXECUTION

The Parties have executed this Agreement as a deed and it is delivered on the date set out above.

Proposed Residential Development at Outgang Lane Allotments, Malton.

Taylor Wimpey



Proposed Site Layout.

TOTAL FLOOR AREA - 2016

Item	No.	Area	Volume	Cost	Total Cost
B10 One Bed (Small)	18	1	2	800	14,400
B10 Two Bed (Small)	8	8	1	1,600	12,800
PAD2 Carport	5	1	2	600	3,000
Total	31				29,200

TOTAL FLOOR AREA - 2017

Item	No.	Area	Volume	Cost	Total Cost
Woods	4	2	1	700	2,800
PAD2 Carport	1	1	1	800	800
PAD2 Shop	1	1	1	1,000	1,000
PAD2 Workshop	4	4	1	1,600	6,400
PAD2 Driveway	4	4	1	1,600	6,400
PAD2 Garage	4	4	1	1,600	6,400
PAD2 Longhouse	4	4	1	1,600	6,400
Total	26				26,800

Site Total: 61 - 17,387
 Local: 5%

- Social Housing
- Indicative Housing

Landmarking indicative only
 Refer to drawings
 Architecture drawings for final design

- 1. All plots 100-120 reserved as well as reserved as highway safety area reserved plots 121-122. All roads reserved from the day of the completion of the planning.
- 2. All roads reserved from the day of the completion of the planning.
- 3. All roads reserved from the day of the completion of the planning.
- 4. All roads reserved from the day of the completion of the planning.
- 5. All roads reserved from the day of the completion of the planning.
- 6. All roads reserved from the day of the completion of the planning.
- 7. All roads reserved from the day of the completion of the planning.
- 8. All roads reserved from the day of the completion of the planning.
- 9. All roads reserved from the day of the completion of the planning.
- 10. All roads reserved from the day of the completion of the planning.

ADDITIONAL

OUTGANG LANE

TRA ARCHITECTS

Outgang Lane Allotments, Malton
 Proposed Site Layout
 Taylor Wimpey
 10/12/2013
 11000011
 11/11/2013
 11/11/2013



Proposed Residential Development at Broughton Road & Outgang Lane, Malton.



R.C. Ainsworth
22/10/2014
[Signature]
[Signature]

Taylor
Wimpey

Site Location Plan

REVISED PLAN

TRA ARCHITECTS
--- Outgang Lane & Proposed Lane - Water
--- Site Location Plan
--- Taylor Wimpey
--- 10/10/2014
--- 10/10/2014
--- 10/10/2014

RYEDALE DISTRICT COUNCIL

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

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

Application No: 13/01141/MFUL

Proposal: Erection of 27no. 4-bed dwellings, 23no. 3-bedroom dwellings, 17no. 2-bed dwellings and 16no. 1-bed dwellings, associated garages, parking, public open space and landscaping

at: Land At Allotments Broughton Road Malton North Yorkshire

for: Taylor Wimpey (North Yorkshire) Ltd (Mr I Pay)

Decision Date:

REASON FOR APPROVAL

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

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 SP11 Community Facilities and Services
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP14 Biodiversity
Local Plan Strategy - Policy SP15 Green Infrastructure Networks
Local Plan Strategy - Policy SP16 Design
Local Plan Strategy - Policy SP17 Managing Air Quality, Land and Water Resources
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
Local Plan Strategy - Policy SP22 Planning Obligations, Developer Contributions and the Community Infrastructure Levy
National Planning Policy Framework
National Planning Policy Guidance

Taylor Wimpey (North Yorkshire) Ltd (Mr I Pay)
C/O England & Lyle Ltd (Mr S Longstaff)
Gateway House
55 Coniscliffe Road
Darlington
County Durham
DL3 7EH

CONDITIONS AND ASSOCIATED REASONS

- 01 The development hereby permitted shall be begun on or before .
- Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Before the development hereby permitted is commenced, or such longer period as may be agreed in writing with the Local Planning Authority, details and samples of the materials to be used on the exterior of the building the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.
- (NB Pursuant to this condition the applicant is asked to complete and return the attached proforma before the development commences so that materials can be agreed and the requirements of the condition discharged)
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed.
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 04 Before the commencement of the development hereby permitted, or such longer period as may be agreed in writing with the Local Planning Authority, full details of the materials and design of all means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.
- Reason:- To ensure that the development does not prejudice the enjoyment by the neighbouring occupiers of their properties or the appearance of the locality, as required by the National Planning Policy Framework.
- 05 Prior to the commencement of the development, details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority
- Reason: To ensure an appropriate appearance and to comply with the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.

Taylor Wimpey (North Yorkshire) Ltd (Mr I Pay)
C/O England & Lyle Ltd (Mr S Longstaff)
Gateway House
55 Coniscliffe Road
Darlington
County Durham
DL3 7EH

- 06 Prior to the commencement of the development hereby approved, precise details of all ground surfacing materials shall be submitted to and approved in writing by the Local Planning Authority.
- Reason:- In order to ensure a satisfactory external appearance, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 07 The existing hedgerows on the northern, southern and eastern boundaries shall be retained with details to be submitted to and agreed in writing by the Local Planning Authority.
- Reason:- The existing hedges are considered to be important features that will help retain habitat within the scheme and in the interests of the visual amenity of the scheme, and to satisfy Policies SP14 and SP20 of the Ryedale Plan - Local Plan Strategy.
- 08 Before any part of the development hereby approved commences, plans showing details of landscaping and planting schemes shall be submitted to and approved in writing by the Local Planning Authority. The schemes shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed where appropriate to the development. The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing items to be retained. When selecting tree species particular attention should be paid to selecting species which are suitable to fit the space /environs that they are growing in and that they will have longevity in both horticultural and visually terms. All planting, seeding and/or turfing comprised in the above scheme shall be carried out in the first planting season following the commencement of the development, or such longer period as may be agreed in writing by the Local Planning Authority.
- Any trees or shrubs which, within a period of five years from being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation.
- Reason: To enhance the appearance of the development hereby approved and to comply with the requirements of Policy ENV7 of the Ryedale Local Plan
- 09 Before any part of the development hereby approved commences, plans showing details of proposed design of tree pits to fit a particular location commensurate with the latest innovations in tree pit design/materials in situations where conventional tree pits cannot be implemented owing to development constraints shall be submitted to the Local Planning Authority for approval in writing.
- Reason:- to ensure that appropriate underground resources are installed to ensure that new trees survive initial planting establishment, do not cause disturbance to surrounding hard surfacing in future years, and grow on to maturity to enhance the development and contribute to the local and wider landscape.

Taylor Wimpey (North Yorkshire) Ltd (Mr I Pay)
C/O England & Lyle Ltd (Mr S Longstaff)
Gateway House
55 Coniscliffe Road
Darlington
County Durham
DL3 7EH

- 10 Prior to the commencement of the development hereby approved, the following details shall be submitted to and approved in writing by the Local Planning Authority:
- i. A 20-year Management Plan for both areas of on-site public open space;
 - ii. Precise details for a bespoke equipped play space on the north-western area of Public Open Space based on "Play England Design for Play Guide";
 - iii. Precise details, including cross-sectional drawings through the soakaway systems on the central on-site POS area and detailed specification and type of system to be used;
 - iv. Precise details of the on-site features on the central area of POS, which should include two benches and a litter bin; and
 - v. Precise details of all landscaping across both areas of on-site POS.

Thereafter, the development shall be undertaken in accordance with the details thereby agreed and the two areas of Public Open Space shall remain in perpetuity in accordance with Plan Y81.825.03 Rev E.

Reason:- In order to ensure the Public Open Space areas are functional, and to satisfy Policy SP11 of the Ryedale Plan - Local Plan Strategy.

- 11 The development shall be undertaken in accordance with Section 5.0 of the 'Conclusions and Recommendations' within the Extended Phase 1 Habitat Survey issued August 2013, with precise details to be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to fully take account of ecology that may be using the site and to meet the requirements of Policy SP14 of the Ryedale Plan - Local Plan Strategy.

- 12 Prior to the commencement of the development hereby approved, precise details of the play equipment and other structures to be sited on the areas of on-site Public Open Space, together with a 20-year management plan shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to ensure the Public Open Space is functional and to satisfy Policy SP11 of the Ryedale Plan - Local Plan Strategy.

- 13 Unless otherwise agreed in writing by the Local Planning Authority, and 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;
- 55 litre green plastic bottle and can recycling box;
- 55 litre paper and cardboard recycling bag/box; and
- 40 litre glass recycling box.

Reason:- For the avoidance of doubt, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

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- 14 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: To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which prevent overloading and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and National Planning Policy Framework.

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

Reason:- In the interests of satisfactory and sustainable drainage, and to satisfy the National Planning Policy Framework.

- 16 No development shall take place until a scheme for the disposal of foul and surface water drainage, including details of any balancing works and off-site works, including details of a phased programme of implementation have been submitted to and approved by the Local Planning Authority.

Reason:- To ensure that the development can be properly drained and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 17 Unless otherwise approved in writing by the Local Planning Authority, no dwelling shall be occupied or surface water piped from that phase of the development until the foul and surface water drainage works for that phase have been completed in accordance with the approved drainage scheme.

Reason:- To ensure that no foul or surface water discharges take place until proper provision has been made for their disposal and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 18 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 hydrogeological 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:-

- Surface water run-off rate will be limited to the Greenfield rate from a 1 in 1 year event;

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- Sufficient attenuation and long-term storage at least to accommodate 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 the site without risk to people or property and without overflowing into a watercourse;
- Details of how the scheme shall be maintained and managed after completion.

Reason:- To prevent the increased risk of flooding, both on and off site, and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 19 Prior to the commencement of the development, precise details of obscure glazing to the first floor side elevations of Plots 321, 320, 264, 267, 276 and 271 shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to protect the amenity of the adjoining properties and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 20 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until information on the use of the site and any adjacent sites since 2007 is submitted to supplement the original Preliminary Appraisal (Desk Top Study) for land at Outgang Road, Malton (Sirius, Report No C2565, December 2007) and approved in writing by the Local Planning Authority. This shall include an assessment of the new information in accordance with Contaminated Land Report 11 and BS 10175 (2013) Code of Practice for the Investigation of Potential Contaminated Sites.

Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until a Phase 2 Site Investigation Report and if required, or requested by the Local Planning Authority, a Remediation Scheme 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(2013) Code of Practice for the Investigation of Potential Contaminated Sites. The development shall not be occupied until the approved remediation scheme has been implemented and a verification report detailing all works carried out has been submitted to and approved in writing by the Local Planning Authority.

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 to the Local Planning Authority and work cease until the extent of the contamination has been investigated and remedial action, which has been agreed in writing with the Local Planning Authority has been completed.

Reason:- To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those 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 off-site receptors, and to satisfy the National Planning Policy Framework.

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- 21 Notwithstanding the provisions of Schedule 2, Part 1 of the Town & Country Planning (General Permitted development) Order 1995 (or any Order revoking, re-enacting or amending that Order) on the quarter-houses located on Plots 264 - 279 and 318 - 325, development of the following classes shall not be undertaken on the quarter houses located on plots 264-279 and 318-325 other than as may be approved in writing by the Local Planning Authority following a specific application in that respect:

Class A: Enlargement, improvement or alteration of a dwellinghouse

Class B: Roof alteration to enlarge a dwellinghouse

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

Class D: Erection or construction of a domestic external porch

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

Reason:- To ensure that the appearance of the area is not prejudiced by the introduction of unacceptable materials and/or structure(s) and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 22 Prior to the commencement of development hereby approved, details of the existing and finished site levels (including road and finished ground floor levels of the proposed dwellings) measured in relation to a fixed datum point, 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 and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 23 Prior to the commencement of the development hereby approved, the following details for Plots 264 - 279 and Plots 318 - 325 shall be submitted to and approved in writing by the Local Planning Authority:

i. Details of external lighting;

ii. Details of bin storage areas;

iii. Details of cycle storage areas; and

iv. Details and management proposals of the shared private amenity areas.

Thereafter, the development shall be undertaken in accordance with the details thereby agreed.

Reason:- In order to reduce the risk of crime and anti-social behaviour and to satisfy the requirements of Policy SP16 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

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- 24 No dwelling the subject of this application shall be occupied until such time as the application site has direct access to the Public Highway, to the reasonable satisfaction of the Local Planning Authority.

Reason:- To ensure the application site has access to the public highway and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

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

(1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:

- (a) the proposed highway layout including the highway boundary
- (b) dimensions of any carriageway, cycleway, footway, and verges
- (c) visibility splays
- (d) the proposed buildings and site layout, including levels
- (e) accesses and driveways
- (f) drainage and sewerage system
- (g) lining and signing
- (h) traffic calming measures
- (i) all types of surfacing (including tactiles), kerbing and edging.

(2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:

- (a) the existing ground level
- (b) the proposed road channel and centre line levels
- (c) full details of surface water drainage proposals.

(3) Full highway construction details including:

- (a) typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
- (b) when requested cross-sections at regular intervals along the proposed road showing the existing and proposed ground levels
- (c) kerb and edging construction details
- (d) typical drainage construction details.

(4) Details of the method and means of surface water disposal.

(5) Details of all proposed street lighting.

(6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.

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(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 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.

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

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

Reason:- In accordance with Policy SP20 of the 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.

- 27 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 Ryedale Plan - Local Plan Strategy, and in the interests of highway safety.

- 28 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 visibility splays providing clear visibility of 2 metres x 2 metres measured down each side of the access and the back edge of the footway of the major road have been provided. 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 Ryedale Plan - Local Plan Strategy, and the interests of road safety to provide drivers of vehicles using the access and other users of the public highway with adequate inter-visibility commensurate with the traffic flows and road conditions.

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- 29 No part of the development shall be brought into use until the approved vehicle access, parking, manoeuvring and turning areas approved:

(i) have been constructed in accordance with the submitted drawing (Reference Y81:825.03 Rev E)

Once created, these 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 Ryedale Plan - Local Plan Strategy, and to provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development.

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

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it, in the interest of safety and the general amenity of the development.

- 31 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 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.

- 32 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

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(iii) the approved areas shall be kept available for their intended use at all times that construction works are in operation.

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 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.

- 33 Prior to the development being brought into use, a Travel Plan shall have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. This shall include:

- (i) the appointment of a travel co-ordinator
- (ii) a partnership approach to influence travel behaviour
- (iii) measures to encourage the use of alternative modes of transport other than the private car by persons associated with the site
- (iv) provision of up-to-date details of public transport services
- (v) continual appraisal of travel patterns and measures provided through the travel plan
- (vi) improved safety for vulnerable road users
- (vii) a reduction in all vehicle trips and mileage
- (viii) a programme for the implementation of such measures and any proposed physical works
- (ix) procedures for monitoring the uptake of such modes of transport and for providing evidence of compliance.

The Travel Plan shall be implemented and the development shall thereafter be carried out and operated in accordance with the Travel Plan.

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

- 34 Prior to the commencement of development, precise details of the surface water drainage system including the method of draining surface water, the location of the soakaways, percolation test results (if applicable), the surface level inspection apparatus and details of a 20-year maintenance of the scheme shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to ensure the site can be satisfactorily drained, and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

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

Site location plan - Revised;
Drawing No. Y81.825.03 Rev E with surface water drainage marked, received 26 June 2014;
Drawing No. Y81.825.100A - Revised;
Drawing No. Y81.825.101A - Revised;
Drawing No. Y81.825.107 - Revised;
Drawing No. Y81.825.108 - Revised;
Drawing No. Y81.825.109 - Revised;
Drawing No. Y81.825.110 - Revised;
Drawing No. Y81.825.111 - Revised;
Drawing No. Y81.825.112 - Revised;
Drawing No. Y81.825.113A - Revised;
Drawing No. Y81.825.114A - Revised;
Drawing No. Y81.825.115 - Revised;
Drawing No. Y81.825.116 - Revised;
Drawing No. Y81.825.117 - Revised;
Drawing No. Y81.825.118 - Revised;
Drawing No. Y81.825.119A - Revised;
Drawing No. Y81.825.120 - Revised;
Drawing No. Y81.825.121 - Revised;
Drawing No. Y81.825.122 - Revised;

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

INFORMATIVE(S)

- 01 The applicant/developer is advised that this application should be read in conjunction with the Section 106 Agreement dated
- 02 In accordance with Condition 8, the applicant/developer is advised that the landscaping should enhance the opportunities for habitat creation pursuant to Policy SP14 of the Ryedale Plan - Local Plan Strategy.
- 03 In accordance with the Noise Report, and pursuant to Condition 5, Plots 330 and 331 should have a close-boarded fence around their rear and side elevations.
- 04 The site of the proposed development is underlain by the Coralline Oolite formation which is designated a Principal Aquifer. Principal Aquifers provide significant quantities of water for people and may also sustain rivers, lakes and wetlands. It is therefore important that groundwater is protected from pollution associated with the construction and occupation of the development.

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- 05 The Environment Agency recommend that the applicant prepares a Construction Environmental Management Plan (CEMP). The CEMP should identify potential groundwater hazards associated with construction of the development and should evaluate the likelihood and consequences of each hazard. Mitigation for dealing with the likelihood risks should be identified and implemented.

The applicant is advised to refer to the relevant published Environment Agency pollution prevention guidelines, in particular 'Working at construction and demolition sites: PPG6'. Pollution prevention guidelines can be accessed on the Environment Agency's website at <http://www.environmentagency.gov.uk/business/topics/pollution/39083.aspx>

- 06 The Environment Agency understand that sustainable drainage systems (SuDS) are proposed for the discharge of surface water run-off. Where infiltration SuDS are proposed for surface run-off from roads, car parking and amenity areas, they should have a suitable series of treatment steps to prevent the pollution of groundwater.

The design of the SuDS should be subject to a risk assessment, considering the types of pollutants likely to be discharged, design volumes and the dilution and attenuation properties of the aquifer. Mitigation for dealing with risks to groundwater should be identified and implemented.

The discharge of clean roof water to ground is acceptable provided that all roof water downpipes are sealed against pollutants entering the system from surface water run-off or any other forms of discharge. The method of discharge must not create new pathways for pollutants to groundwater or mobilise contaminants already in the ground.

- 07 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.

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 REQUIREMENT.

HEAD OF PLANNING & HOUSING

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SCHEDULE 1
Draft Planning Permission

SCHEDULE 2

Affordable Housing Obligations

1 AFFORDABLE DWELLINGS

On-Site Provision

1.1 To procure that the Affordable Housing Units be constructed on the site in accordance with the Planning Permission and approved plans and a physical size and specification to be negotiated with an Affordable Housing Provider and approved by the Housing Services Manager (such approval not to be unreasonably withheld or delayed) **PROVIDED THAT** if the Housing Services Manager fails to approve the specification within 21 days from the date certified by the Housing Services Manager as having received the specification the Housing Services Manager's approval will be deemed for offer of disposal to a Affordable Housing Provider or a Substitute Affordable Housing Provider at the following transfer prices

1.1.1 Social Rented at the Social Rent Housing Offer Prices

1.1.2 Intermediate Housing at the Intermediate Housing Offer Prices

on terms and conditions approved in writing by the Council **PROVIDED ALWAYS** that the Owner or the Developer will not be required to provide more than 29 Affordable Housing Units on the Land.

1.2 As soon as reasonably practicable following the Commencement of Development to nominate in writing to the Council for approval by the Housing Services Manager (such approval shall not be unreasonably withheld or delayed) the Affordable Housing Providers to some of which the Developer will market the Affordable Housing Units ("**Nomination**") **PROVIDED THAT** if the Council fails to respond to the Nomination within 21 days from the date certified by the Housing Services Manager as having received the Nomination the Council will be deemed to approve the Nomination. **FURTHER** it is agreed that with the Council's prior approval the Developer will be entitled to amend the Nomination by adding or removing Affordable Housing Providers from time to time during the course of carrying out the Development.

- 1.3 Within 10 working days of the Council receiving from the Owner or the Developer a Nomination the Council may notify the Owner or the Developer in writing any additional Affordable Housing Providers to whom the Owner or the Developer shall market the Affordable Housing Units.
- 1.4 The Owner or the Developer shall as soon as reasonably practicable following a Nomination pursuant to paragraph 1.2 of this Schedule enter into negotiations with those Affordable Housing Providers which it has selected from its Nomination and those the Council has added pursuant to paragraph 1.3 (together "the Affordable Housing Providers") and use reasonable endeavours to contract to transfer the Affordable Housing Units to be constructed within the Development to such of the Affordable Housing Providers which express an interest in acquiring those dwellings at the following transfer prices
 - 1.4.1 Social Rented at the Social Rent Housing Offer Prices
 - 1.4.2 Intermediate Housing at the Intermediate Housing Offer Prices
- 1.5 In the event that the Affordable Housing Providers declines or are unable to accept the transfer of some or all of the Affordable Housing Units to be constructed within the Development on the terms of this Agreement or if in the Developers or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Affordable Housing Providers for the transfer of some or all of the Affordable Housing Units within a period of three months from the date of the offer referred to in paragraph 1.4 of this Schedule the Developer or the Council may give written notice to the other ("Notice") and the Developer may select one or more additional Affordable Housing Providers from the Nomination (each such Affordable Housing Provider being a "Substitute Affordable Housing Provider").
- 1.6 The Developer shall offer to enter into negotiations with the Substitute Affordable Housing Provider(s) for the transfer to it of the Affordable Housing Units to be constructed within the Development (or any individual unit or units comprised in the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to another Affordable Housing Provider) on the terms of this Agreement and if the Substitute Affordable Housing Provider declines or is unable to accept the transfer of some or all of the Affordable Housing Units to be constructed within the Development (or any

individual unit or units comprised in the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to a Affordable Housing Provider) within a period of three months from the date of the offer referred to in paragraph 1.5 of this Schedule and the Council acting reasonably is satisfied on the evidence provided by the Developer that the Developer used reasonable endeavours to transfer the Affordable Housing Units (or any individual unit or units comprised in the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to a Affordable Housing Provider) to the Substitute Affordable Housing Provider and there is no reasonable prospect of securing the transfer of any of the Affordable Housing Units to be constructed within the Development to a Substitute Affordable Housing Provider then the Developer shall be permitted to dispose of the Affordable Housing Units to be constructed within the Development that may not have been contracted to be sold to a Affordable Housing Provider or a Substitute Affordable Housing Provider (or any of the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to a Affordable Housing Provider or a Substitute Affordable Housing Provider) individually on the open market free from the restrictions and obligations contained in this Agreement and the Developer shall within 6 weeks of a sale of any of the Affordable Housing Units on the open market pay to the Council the Affordable Housing Contribution attributable to the relevant Affordable Housing Unit sold on the open market

1.7 Not to permit (unless the Developer is entitled to dispose of the Affordable Housing Units on the open market in accordance with the provisions of paragraph 1.6 of this Schedule): -

1.7.1 Practical Completion of the first Dwelling until the Developer has entered into a binding contract with one or more Relevant or Substitute Affordable Housing Providers for the disposal of the Affordable Housing Units;

1.7.2 Practical Completion of more than 27 of the Market Dwellings until 13 Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers;

- 1.7.3 Practical Completion of more than 39 of the Market Dwellings until a further 8 Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers;
 - 1.7.4 Practical Completion of more than 50 of the Dwellings until the remaining 8 Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers;
 - 1.8 It shall be a term of the sale of each of the Affordable Housing Units that the Affordable Housing Provider and / or the Substitute Affordable Housing Provider as the case may be shall not dispose of or cause or permit the disposal of the Affordable Housing Units other than for the purpose of providing a tenancy at: -
 - 1.8.1 a Social Rent in respect of the Social Rented Dwellings; and
 - 1.8.2 an Intermediate Rent in respect of the Intermediate Housing.
to an Eligible Occupier.
 - 1.9 Prior to the transfer of each of the Affordable Housing Units pursuant to this Schedule the Developer shall ensure
 - 1.9.1 The relevant Affordable Housing Unit is fully serviced and accessible by vehicles and pedestrians.
 - 1.9.2 the grant by the Developer to the Affordable Housing Provider or Substitute Affordable Housing Provider of full and free rights of access (both pedestrian and vehicular) from the public highway to the relevant Affordable Housing Unit;
 - 1.9.3 the grant by the Developer to the Affordable Housing Provider or Substitute Affordable Housing Provider 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 serve the relevant Affordable Housing Unit and connect the relevant Affordable Housing Unit to the relevant main services
 - 1.9.4 a reservation in favour of the Developer of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development
-

1.9.5 a restriction that the Intermediate Housing cannot be let or sub-let by or on behalf of the Eligible Occupier

1.10 To supply within 14 working days from the date of the relevant transfer of the Affordable Housing Units to a Affordable Housing Provider and / or a Substitute Affordable Housing Provider as the case may be a copy of the relevant transfer to the Council.

1.11 Any transfer of the Affordable Housing Units to a Affordable Housing Provider or a Substitute Affordable Housing Provider shall contain 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 subsidy to be recycled for alternative affordable housing provision but nothing in this schedule shall apply upon: -

1.11.1 The exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Affordable Housing Units under the terms of a shared ownership lease based substantially on the Homes and Communities Agency's model lease; or

1.11.2 The exercise of its power of sale by a mortgagee of any of the Affordable Housing Units or the sale by a receiver appointed by a mortgagee of any of the Affordable Housing Units pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order; or

1.11.3 Any subsequent disposition of the properties following a disposal falling within paragraphs 1.7.2, 1.7.3 and 1.7.4. above.

1.12 USE OF THE AFFORDABLE HOUSING CONTRIBUTION

1.12.1 The Council undertakes to use any Affordable Housing Contribution solely for the purpose of providing additional Affordable Housing, which may include but not be limited to the following: -

1.12.2 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;

- 1.12.3 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals;
- 1.12.4 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
- 1.12.5 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

SCHEDULE 3
Education Contribution

1. **Payment of the Education Contribution**
- 1.1 The Owner and or the Developer agree to pay to the Council the Education Contribution in two equal instalments;
 - 1.1.1 the first instalment on or before Practical Completion of the 30th Dwelling;
and
 - 1.1.2 the second instalment on or before Practical Completion of the 60th Dwelling;
2. **Use of the Education Contribution**
- 2.1 The Council undertakes to pay the Education Contribution to North Yorkshire County Council as soon as reasonably practicable after receiving the Education Contribution but solely on the condition that North Yorkshire County Council applies the Education Contribution for the purpose of procuring the provision of additional primary classrooms and facilities and/or other improvements to existing schools within the Malton area of Ryedale and for no other purpose.

SCHEDULE 4
Highway Contribution

1. Payment of the Highway Contribution

1.1 The Owner and or the Developer agree to pay to the Council the Highway Contribution in two equal instalments;

1.1.1 the first instalment on or before Practical Completion of the 30th Dwelling;
and

1.1.2 the second instalment on or before Practical Completion of the 60th Dwelling;

2. Use of the Highway Contribution

2.1 The Council undertakes to use the Highway Contribution solely for the purpose of procuring the carrying out highway improvements to the Brambling Fields junction of the A64 York to Malton Trunk Road and associated measures and for no other purpose.

SCHEDULE 5

PUBLIC OPEN SPACE CONTRIBUTION

- 1. Payment of the Public Open Space Contribution**
 - 1.1 The Owner and or the Developer agree to pay to the Council the Public Open Space Contribution in two equal instalments;
 - 1.1.1 the first instalment on or before Practical Completion of the 30th Dwelling;
and
 - 1.1.2 the second instalment on or before Practical Completion of the 60th Dwelling;
 - 2. Use of the Public Open Space Contribution**
 - 2.1 The Council undertakes to use the Public Open Space Contribution solely for the purpose of adult and youth leisure provision and enhancement within the vicinity of Malton and Norton.
 - 3 On Site Public Open Space**
 - 3.1 The Owner and the Developer agree not to permit
 - 3.2 Practical Completion of the 20th Market Dwelling until the drainage works as submitted in accordance with Condition 10 of the Planning Permission for the central open space area are completed
 - 3.3 Practical Completion of the 40th Dwelling until the central open space area is completed in accordance with the Management Plan
 - 3.4 not to permit Practical Completion of the 80th Dwelling on the site until the north western public open space is completed in accordance with the Management plan
 - 3.5 To maintain both Public Open Space areas in accordance with the Management Plan submitted to and approved by the council in compliance with Conditions 10 and 12 of the Planning Permission
 - 3.6 To keep the Public Open Space unbuilt upon (save for permitted play equipment or other items consistent with use as public open space) and available for public recreational use in perpetuity
-

SCHEDULE 6
ELIGIBILITY CRITERIA

1. The Owner and / or the Developer shall ensure the Affordable Housing Units are occupied by persons
 - 1.1 who have for a period of at least 3 years been ordinarily resident within the towns of Malton or Norton; or
 - 1.2 who have been permanently employed in the towns of Malton or Norton for 3 years or more; or
 - 1.3 if no such person qualifies under paragraphs 1.1 or 1.2 above for occupation a person ordinarily resident for a period of at least 3 years in any of the Parishes which adjoin the towns of Malton or Norton; or
 - 1.4 if no such person qualifies under paragraph 1.3 above for occupation then a person ordinarily resident for a period of at least 3 years in any area in the District of Ryedale; or
 - 1.5 if no such person qualifies under paragraph 1.4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 1.5.1 family association in the area of Ryedale District,
 - 1.5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Housing Unit becomes vacant, or
 - 1.5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

EXECUTED AS A DEED when the seal of
RYEDALE DISTRICT COUNCIL
was affixed in the presence of:

R.A. Williams

Council Solicitor

Minute
30-14/15
Reg No.
6803
Initials *CW*



THE COMMON SEAL of
ARCHBISHOP HOLGATE HOSPITAL

IN HEMSWORTH was hereunto affixed at a

Special Meeting of the Trustees held in the

Board Room of the Hospital on the

day of 31ST MARCH 2015 in the

presence of:-

FIRST TRUSTEE *R.C. Howard*

SECOND TRUSTEE *J.P. [unclear]*

being two of the Trustees of the Charity then
Present

SIGNED AS A DEED by the said
(first trustee) *R.C. Howard*

in the presence of:-

Witness signature *[Signature]*
Name DAVID WHEATLEY
Address MASTERS LODGE
ARCHBISHOP HOLGATE HOSPITAL
ROBIN LANE HEMSWORTH
Occupation CLERGY MAN

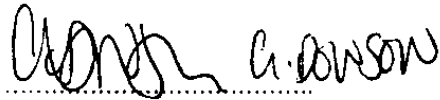
SIGNED AS A DEED by the said
(second trustee)

)
)
)
)

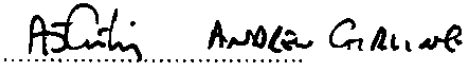
in the presence of:-

Witness signature
Name ..DAVID WHEATLEY.....
Address ..MASTERS LODGE ARCHBISHOP
HOLY AXE HOSPITAL ROBIN LANE HEMSWORTH
Occupation ..CLERGY MAN.....

EXECUTED as a **DEED** by)
TAYLOR WIMPEY UK LIMITED)
acting by its Attorneys)

)

ATTORNEY

)

ATTORNEY