

DATED 19 March 2015

(1) RYEDALE DISTRICT COUNCIL

and

(2) NORTH YORKSHIRE COUNTY COUNCIL

and

(3) FITZWILLIAM TRUST CORPORATION LIMITED

and

(4) COMMERCIAL DEVELOPMENT PROJECTS LIMITED

AGREEMENT
pursuant to SECTION 106 of the
TOWN AND COUNTRY PLANNING ACT 1990

relating to Malton Cluster
Malton
North Yorkshire

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THIS DEED is made on 19 March 2015

BETWEEN

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House Malton YO17 7HH ("the District Council")
- (2) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall Northallerton North Yorkshire DL7 8AD ("the County Council")
- (3) **FITZWILLIAM TRUST CORPORATION LIMITED** (Company registration number 01661079) whose registered office is at 10 New Square Lincoln's Inn London WC2A 3QG ("the Owner")
- (4) **COMMERCIAL DEVELOPMENT PROJECTS LIMITED** (Company Registration Number 00993768) whose registered office is at Huddersfield Road, Elland, West Yorkshire HX5 9BW ("the Strategic Developer")

WHEREAS:

RECITALS

1. The District Council is the local planning authority for the area for the purposes of this Agreement within which each of the parcels of land ("the Malton Cluster Sites") shown edged red on the 4 plans respectively annexed hereto at Annex 1 Part II of the first schedule hereto is situated and by whom the obligations and covenants contained in this Agreement are enforceable
2. The County Council exercises the functions of the local authority for statutory age education and pre statutory age education and the local highway authority for the area within which the Malton Cluster Sites are situated (amongst other functions) but insofar as it has executed this Agreement it does so solely in its capacity as the owner of part of the Old Malton Site particulars of the title to which are set forth in the first part of schedule 1
3. The Owner is the register proprietor of the freehold estate in the Malton Cluster Sites particulars of whose title are set forth in the first part of Schedule 1

4. By several related planning applications the Owner and the Strategic Developer have applied to the District Council for planning permission to develop the Malton Cluster Sites (including the re-location of the livestock market to the Eden Camp Site) ("the Malton Cluster Development") in the interests of the economic, environmental and social sustainability of Malton and its environs
5. On 21 August 2014 the District Council resolved to approve the planning applications for the Malton Cluster Development subject to planning conditions and to the Owner and the Strategic Developer entering into this planning obligation by agreement which it determined to be necessary to make the Malton Cluster Development acceptable in planning terms
6. The District Council the County Council the Owner and the Strategic Developer have therefore agreed to enter into this planning obligation under section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") on the terms set forth herein

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement including the Recitals hereto, unless the context requires otherwise, the words in column one below bear the meanings respectively ascribed thereto in column two below

Column One	Column Two
"Affordable Housing"	has the meaning given to it in the Glossary to the NPPF or any subsequent amendment or modification or replacement of that document
"Affordable Housing Contribution"	a sum to be agreed with the District Council in accordance with the calculation in respect of the Old Malton Site in schedule 9 of this Agreement
"Affordable Housing Scheme"	A written scheme for approval by the District Council which shall identify (as a minimum) : <ol style="list-style-type: none"> (i) In respect of the Peasey Hills Site, the type, the size, location and specification of the Affordable Housing Units to be provided in the relevant Phase; and the proposed tenure mix and transfer prices to Affordable Housing Providers and/or Eligible Occupiers of the Affordable Housing Units to be provided in the relevant Phase; and

	<p>(i) In respect of the 4 Affordable Housing Units to be provided (as Intermediate Dwellings) for occupation at the Old Malton Site the type, the size, location and specification of these</p>
Affordable Housing Unit(s)	<p>In respect of the Peasey Hills Site, the Affordable Housing constructed on the Peasey Hills Site in accordance with the Peasey Hills Permission, the Fifth Schedule of this Agreement and any Reserved Matters Approvals ; and</p> <p>In respect of the Old Malton Site, the 4 (four) units of Affordable Housing to be provided as Intermediate Dwellings</p>
Affordable Housing Provider	<p>any one or more of the following:</p> <p>(i) a body which meets the definition of "housing association" as defined in Section 1(1)(a) of the Housing Associations Act 1985 or any legislation replacing or amending the same or</p> <p>(ii) a Registered Provider; or</p> <p>(iii) a Community Benefit Society for the purposes of the Co-operative and Community Benefit Societies Act 2014; and including Broadacres Housing Association Limited HCA registered number LH4014) or) such other affordable housing provider as may be approved by the District Council in writing</p>
Alternative OS Proposal	<p>a written proposal for open space in or in the vicinity of Malton or Old Malton for youth and adult sport and leisure facilities which proposal shall include a plan identifying the proposal site together with written particulars of such reasonable arrangements for the future availability of the same as open space as the Owner shall determine and shall also state the proposed reduction in the amount of as the case may be the Showfield OS Contribution and the Old Malton OS Contribution consequent thereupon</p>

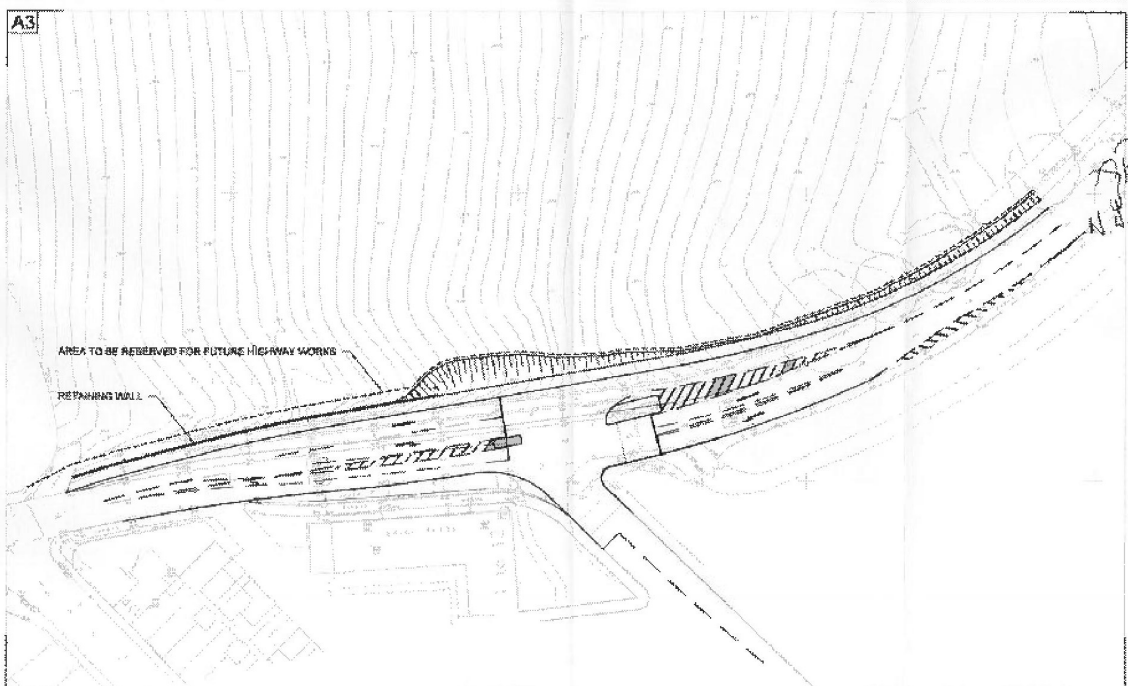
<p>"Brambling Fields Highway Improvements"</p>	<p>improvements to the A64 Brambling Fields junction pursuant to the Malton and Norton Transportation Strategy as outlined in the Draft Supplementary Planning Document: Developer Contributions towards Strategic Transport Improvements at Malton and Norton (Interim Version) July 2007</p>
<p>"Business Park"</p>	<p>The commercial business park at the Eden Camp Site (which or the avoidance of doubt does not include the Agri Business Hub) situated in the approximate location indicated for it on the Eden Camp Masterplan</p>
<p>"Chargee"</p>	<p>any mortgagee or chargee of the Registered Provider 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</p>
<p>"Chargee's Duty"</p>	<p>the steps to be taken by the Chargee prior to seeking to dispose of the Affordable Housing Units pursuant to the provisions in Paragraph 7 of Schedule 5 or Paragraph 7 of Schedule 6</p>
<p>"Commencement Development"</p>	<p>of the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, laying out and construction of roads, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commencement Date" and "Commence Development" and "Commence" shall be construed accordingly</p>
<p>"Consumer Price Index"</p>	<p>the consumer price index published by the Office of National Statistics</p>

"District Council's Nominee"	A person (including a trustee or trustees or body corporate or an unincorporated association or charity or industrial and provident society) approved in writing by the District Council and whose objects include the carrying out of the Eden Camp Development including in particular the erection of a new livestock market to serve Malton and its rural hinterland
"Dwelling"	a dwelling house (including a unit of Affordable Housing) permitted by virtue of any of the Planning Permissions and any subsequent Reserved Matters Approvals and "Dwellings" shall Mutatis Mutandis be construed accordingly
"Eden Camp Development"	Erection of new livestock market (sui generis) comprising 2,850 sq m of floorspace; Agricultural Business Centre comprising 6,010 sq m of floorspace for uses within Use Class A1, A2, A3, D1, B1, B2 B8 and agricultural vehicle sales (sui generis) ; and business park comprising circa 18,040 sq m of floorspace for uses within Use Class B2 and B8 and premises for the Ginger Pig comprising 1,790 sq m of floorspace (for uses falling within classes B1, B2, B8 and A1, along with (in respect of all elements) all associated drainage, services, landscaping, boundary treatments attenuation ponds and access and associated highway works as the same are more particularly set out in planning application 14/00426/MOUTE
"Eden Camp Planning Permission"	the planning permission for the Eden Camp Development substantially in the form of the draft decision notice in Part I of Schedule 2 subject to such non material amendments thereto as may be authorised from time to time by the District Council pursuant to section 96A of the Act and subject to Clause 18 insofar as the Eden Camp Development may be authorised by further planning permission granted pursuant to section 73 of the Act
"Eden Camp Site"	the land shown edged red on the Eden Camp Site Plan
"Eden Camp Site Plan"	The plan attached to this Agreement at Schedule 1 Part II

<p>"Eden Camp Highway Works Contribution "</p>	<p>The sum of £ 150,000 (one hundred and eighty thousand pounds) payable to the District Council to be divided by the District Council and the County Council towards the costs of the Brambling Fields Highway Improvement under the terms of the Funding Agreement dated 20th October 2011 between the District Council and the County Council</p>
<p>"Education Contribution"</p>	<ul style="list-style-type: none"> (i) In relation to the Showfield Site, The Showfield Education Contribution (Primary) and the Showfield Education Contribution (Secondary); (ii) In relation to the Peasey Hills Site the Peasey Hills Education Contribution (Primary) and the Peasey Hills Education Contribution (Secondary); (iii) In relation to the Old Malton Site the Old Malton Education Contribution (Primary) and the Old Malton Education Contribution (Secondary)
<p>"Education Purposes"</p>	<p>the provision of facilities for the education and/or care of children between the ages of 0 to 18 (both inclusive) including those with special educational needs within (in the case of the Showfield Site 3 miles of the Showfield Site and in the case of the Old Malton Site within 3 miles of the Old Malton Site and in the case of the Peasey Site within 3 miles of the Peasey Site] or such other education and/or childcare facilities that in the opinion of the Council best serve the Showfield Site or as the case may be the Old Malton Site or Peasey Site including the reimbursement of capital funding for such provision made by the County Council in anticipation of the Education Contributions</p>
<p>"Eligible Occupier"</p>	<p>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</p>

<p>Enhanced Smithson Court / Pasture Lane Junction Works</p>	<p>works to the junction of Smithson Court and Pasture Lane shown on Connect Consultants Limited Drawing Reference SK150217.1 (a copy of which is annexed hereto) (subject to such variations thereto as may be proposed by the Owner and approved by the District Council in consultation with the local highway authority) wholly within the existing adopted public highway or the part of the Pasture Lane frontage of the Showfield Site upon which part of the works shown on Connect Consultants Limited Drawing Reference SK150217.1 would be constructed;</p>
<p>"Housing Services Manager"</p>	<p>the Housing Services Manager of the District Council or a person nominated by the District Council to discharge functions of the Housing Services Manager</p>
<p>"HCA"</p>	<p>the Homes and Community Agency or its successor body or equivalent body which replaces it</p>
<p>"Indexation"</p>	<p>the recalculation of any financial contribution to be made by the Owner under this Agreement by applying the following formula:</p> $A \times \frac{B}{C} = D$ <p>where:</p> <p>A = a relevant payment sum specified in this Agreement expressed in pounds sterling</p> <p>B = the figure shown in the Consumer Price Index for the period immediately prior to the due date for payment of such sum under the provisions of this Agreement</p> <p>C = the figure shown in the Consumer Price Index as at the Relevant Indexation Start Date</p> <p>D = the recalculated sum payable under this Agreement after Indexation has been duly applied</p>

A3



connect
CONSULTANTS

INCORPORATED COMPANY LIMITED BY GUARANTEE
 100-100-1000
 100-100-1000



Site: COMMERCIAL DEVELOPMENT PROJECTS
 Subject: PROPOSED DEVELOPMENT
 HEALTON, SICHANFIELD SITE

Site: SMITHSON COURT COMMITTED DEVELOPMENT
 IMPROVEMENTS

Scale	1:500	Author	T.A.S.	Project	HP
Date	FEB 2014	Drawn	SK189217.LDW	Sheet	1
Drawn	13081	Checked	SK189217.1	Rev	

	<p>meaning that whenever reference is made in this Agreement to a sum being subject to "indexation" "indexed" or "index linked" it shall mean that at the date when the sum becomes due it shall be adjusted in accordance with the above formula</p>
<p>"Intermediate Dwellings"</p>	<p>At the Old Maiton Site the 4 Dwellings to be constructed in accordance with the Old Maiton Planning Permission and Schedule 6 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 District 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</p> <p>At the Peasey Hills Site such Affordable Housing Units as shall be identified as Intermediate Dwellings through the approval of an Affordable Housing Scheme</p>
<p>"Liable Owners"</p>	<p>Any owner of land within any of the Maiton Cluster Sites who shall be liable to pay community infrastructure levy or any similar or substituted tax or levy</p>
<p>"Livestock Market Contribution"</p>	<p>The sum of £ 1,019,825 (one million and nineteen thousand eight hundred and twenty-five pounds) for the purposes of providing infrastructure necessary to deliver the Eden Camp Development including without limitation the development and construction of the livestock market</p>

"Local Authority Seven Day Deposit Rate"	the rate of interest the District Council or as the case may be the County Council can expect to earn on investments through the money market the rate used being the one for the Friday of each week applied for the preceding week and which is published on the Financial Times web site the following Monday or in the event that the rate is no longer published or the calculation method is substantially altered then an appropriate alternative rate nominated by the District Council
"Malton Cluster Developments"	The Eden Camp Development the Showfield Development the Old Malton Development and the Peasey Hills Development
"Malton Cluster Permissions"	the Eden Camp Planning Permission and the Showfield Planning Permission the Old Malton Site Planning Permission and the Peasey Hills Planning Permission
"Malton Cluster Sites"	the Eden Camp Site the Showfield Site the Old Malton Site and the Peasey Hills Site
"Market Value"	has the same definition as is set out in the Royal Institution of Chartered Surveyors Appraisal and Valuation Manual at the time at which a relevant calculation is being made for the purposes of this Agreement
"Market Value Dwellings"	the Dwellings to be constructed on the Showfield Site (and the Old Malton Site excluding the Affordable Housing Units)
"Mortgagee"	any future mortgagee or chargee of any land which is part of any of the Malton Cluster Sites
"Mortgagee in Possession"	Any Mortgagee which has entered into possession of any of the Malton Cluster Sites
"Occupation"	occupation of land or buildings for the end-use purposes permitted by the Relevant Planning Permission but not therefore including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly

"Old Malton Alternative OS"	an area or areas of open space in or in the vicinity of Malton or Old Malton the scale, nature and location of which shall be proposed by the Owner and agreed by the District Council in writing or determined in default of agreement pursuant to clause 20 as an alternative to (as the case may be) the payment of the whole or any part of the Old Malton OS Contribution
"Old Malton Development"	Demolition of existing buildings and structures and erection of Dwellings (Use Class C3) along with all associated development including drainage, landscaping, cut and fill, formation of earth bund, boundary treatments (including noise mitigation measures) provision of services and access and associated highway works as set out in planning application 14/00428/MOUTE
"Old Malton Education Contribution (Primary)"	a contribution calculated by multiplying the number of Qualifying Houses on the Old Malton Site by £3399 (three thousand three hundred and ninety-nine pounds sterling) and then applying indexation to the sum from the date of Commencement of Development on the Old Malton Site
"Old Malton Education Contribution (Secondary)"	a contribution calculated by multiplying the number of Qualifying Houses on the Old Malton Site by £1388 (one thousand three hundred and eighty-eight pounds sterling) and then applying indexation to the sum from the date of Commencement of Development on the Old Malton Site
"Old Malton Highways Contribution"	The sum of £ 30,000 (thirty thousand pounds) payable to the District Council to be divided by the District Council and the County Council towards the costs of the Brambling Fields Highway Improvement under the terms of the Funding Agreement dated 20 th October 2011 between the District Council and the County Council
"Old Malton OS Contribution"	The sum of £ 38,170 (thirty-eight thousand one hundred and seventy pounds) as a contribution towards the provision and or enhancement of youth and adult sport and leisure facilities in or in the vicinity of Malton and Old Malton

"Old Malton Planning Permission"	the planning permission for the Old Malton Development substantially in the form of the draft decision notice in Schedule 2 subject to such non material amendments thereto as may be authorised from time to time by the District Council pursuant to section 96A of the Act and subject to Clause 18 insofar as the Old Malton Development may be authorised by further planning permission granted pursuant to section 73 of the Act
"Old Malton Site"	the land shown edged red on the Old Malton Site Plan
"Old Malton Site Plan"	The plan at Schedule 1 Part II
"Peasey Hills Development"	Erection of residential dwellings (use Class C3) along with all associated development including drainage, landscaping, formation of earth bund, boundary treatments (including noise mitigation measures), provision of services and access and associated highway works as set out in planning application 14/00429/MO/UTE
"Peasey Hills Highway Contribution"	The sum of £ 30,000 (thirty thousand pounds) payable to the District Council to be divided by the District Council and the County Council towards the costs of the Brambling Fields Highway Improvement under the terms of the Funding Agreement dated 20 th October 2011 between the District Council and the County Council
"Peasey Hills Education Contribution (Primary) "	a contribution calculated by multiplying the number of Qualifying Houses on the Peasey Hills Site by £3399 (three thousand three hundred and ninety-nine pounds sterling) and then applying indexation to the sum from the date of Commencement of Development on the Peasey Hills Site
"Peasey Hills Education Contribution (Secondary) "	a contribution calculated by multiplying the number of Qualifying Houses on the Peasey Hills Site by £1388 (one thousand three hundred and eighty-eight pounds sterling) and then applying indexation to the sum from the date of Commencement of Development on the Peasey Hills Site

"Peasey Hills Planning Permission"	the planning permission for the Peasey Hills Development being the outline Planning Permission in form of the draft decision notice in Schedule 2 subject to such non material amendments thereto as may be authorised from time to time by the District Council pursuant to section 96A of the Act and subject to Clause 18 insofar as the Peasey Hills Development may be authorized by further planning permission granted pursuant to section 73 of the Act
"Peasey Hills Site"	the land shown edged red on the Peasey Hills Site Plan
"Peasey Hills Site Plan"	The plan at Schedule 1 Part II
"Phase"	a phase of the Relevant Development being either the entirety of the area of the Relevant Development comprised in a particular Reserved Matters Approval or part of the area comprised within a Reserved Matters Approval and if any part of a Relevant Site shall be subject to more than one Reserved Matters Approval the parameters of the relevant Phase or Phases may be defined on a Relevant Phasing Plan
"Practical Completion"	the completion of all of the construction of the Dwelling that has to be done, not withstanding 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
"Proportionate Part"	In respect of the Eden Camp Site this means "X" percent of the Eden Camp Highway Works Contribution where "X" = the percentage of the Qualifying Floorspace authorised by the Eden Camp Planning Permission which has been first Occupied such that the proportion of the contribution paid equates to the proportion of the relevant floorspace which has been first Occupied as the Eden Camp Development progresses to apply successively on each relevant occasion until the whole of the Eden Camp Highway Works Contribution has been paid to the District Council; and

	<p>In respect of the Showfield Site this means "X" percent of the Showfield Site Highway Works Contribution or as the case may be the Showfield OS Contribution where "X" = the number of Dwellings in the Phase triggering the payment/requirement as a percentage of the total number of Dwellings authorised by the Showfield Planning Permission rounding down to the nearest 0.1 per percentage point to apply successively on each relevant occasion until the whole of the Showfield Highway Works Contribution or as the case may be the Showfield OS Contribution has been paid to the District Council</p> <p>In respect of the Peasey Hills Site this means "X" percent of the Peasey Hills Highway Contribution where "X" = the number of Dwellings in the Phase triggering the payment/requirement as a percentage of the total number of Dwellings authorised by the Peasey Hills Planning Permission rounding down to the nearest 0.1 per percentage point to apply successively on each relevant occasion until the whole of the Peasey Hills Highway Contribution has been paid to the District Council</p> <p>In respect of the Old Malton Site this means "X" percent of the Old Malton Highway Contribution where "X" = the number of Dwellings in the Phase triggering the payment/requirement as a percentage of the total number of Dwellings authorised by the Old Malton Planning Permission rounding down to the nearest 0.1 per percentage point to apply successively on each relevant occasion until the whole of the Old Malton Highway Contribution has been paid to the District Council</p>
<p>"Protected Tenant"</p>	<p>any tenant who:</p> <ul style="list-style-type: none"> (i) 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; or

	<p>(i) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or</p> <p>(ii) has been granted a shared ownership lease (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit</p>
"Qualifying Floorspace"	New commercial floorspace in such part of the Eden Camp Development as comprises the business park in which 19,040 sq m of floorspace for uses within Use Class B2 and B8 is authorised by the Eden Camp Planning Permission
"Qualifying Houses"	the total number of Dwellings that shall have two or more rooms that may by design be used as bedrooms
"Registered Provider"	a registered provider as defined in the Housing and Regeneration Act 2008 or any legislation replacing or amending the same who is registered with and regulated by the HCA (or any successor body)
"Relevant Development"	As the case may be the Eden Camp Development the Showfield Development the Peasey Hills Development or the Old Malton Development
"Relevant Indexation Start Date"	In respect of any payment to be made pursuant to this Agreement, the date specified in the definition of the sum in respect of which the payment is being made as the date from which Indexation is to apply

Relevant Planning Application	as the case may be the Eden Camp Planning Application the Showfield Planning Application, the Peasey Hills Planning Application or the Old Malton Planning Application
"Relevant Planning Permission"	as the case may be the Eden Camp Planning Permission the Showfield Planning Permission, the Peasey Hills Planning Permission or the Old Malton Planning Application
"Relevant Phasing Plan"	any phasing plan submitted to the District Council identifying each Phase of a Relevant Development and any subsequent amendment to such phasing plan as may be approved by the District Council
"Relevant Site"	as the case may be the Eden Camp Site the Showfield Site the Old Malton Site or the Peasey Hills Site
"Reserved Matters Approvals"	means those relevant approvals of reserved matters in any relevant Phase of any of the Malton Cluster Developments required by any Relevant Planning Permission and "Reserved Matters Approval" shall be construed accordingly
Smithson Court / Pasture Lane Junction Enhanced Scheme Contribution	the sum of £ 200,428 being the contribution attributable to the Showfield Site in respect of the costs of the Enhanced Smithson Court / Pasture Lane Junction Work
"Showfield Alternative OS"	an area or areas of open space in or in the vicinity of Malton or Old Malton the scale, nature and location of which shall be proposed by the Owner and agreed by the District Council in writing or determined in default of agreement pursuant to clause 20 as an alternative to (as the case may be) the payment of the whole or any part of the Showfield OS Contribution
"Showfield Development"	Erection of Dwellings (Use class C3) along with all associated development including drainage, landscaping, formation of earth bund, boundary treatments (including noise mitigation measures), provision of services and access and associated highway works as set out in planning application 14/00427/MOLTE

<p>"Showfield Education Contribution (Primary)"</p>	<p>a contribution calculated by multiplying the number of Qualifying Houses on the Showfield Site by £3399 (three thousand three hundred and ninety-nine pounds sterling) and then applying Indexation to the sum from the date of Commencement of Development on the Showfield Site</p>
<p>"Showfield Education Contribution (Secondary)"</p>	<p>a contribution calculated by multiplying the number of Qualifying Houses on the Showfield Site by £1388 (one thousand three hundred and eighty-eight pounds sterling) and then applying Indexation to the sum from the date of Commencement of Development on the Showfield Site</p>
<p>"Showfield Highway Works Contribution"</p>	<p>the sum of £ 172,500 (one hundred and seventy-two thousand five hundred pounds) payable to the District Council to be divided by the District Council and the County Council towards the costs of the Brambling Fields Highway Improvement under the terms of the Funding Agreement dated 20th October 2011 between the District Council and the County Council</p>
<p>"Showfield OS Contribution"</p>	<p>the sum of £ 165,000 (one hundred and sixty-five thousand pounds) as a contribution towards the cost of providing or enhancing youth and adult sport and leisure facilities in or in the vicinity of Malton and Old Malton</p>
<p>"Showfield Plan"</p>	<p>The plan at Schedule 1 Part II</p>
<p>"Showfield Planning Permission"</p>	<p>the planning permission for the Showfield Development substantially in the form of the draft decision notice in Schedule 2 subject to such non material amendments thereto as may be authorised from time to time by the Council pursuant to section 66A of the Act and subject to Clause 10 insofar as the Showfield Development may be authorised by further planning permission granted pursuant to section 73 of the Act</p>
<p>"Showfield Site"</p>	<p>the land shown edged red on the Showfield Plan</p>

"Will Trust"	the will dated 3 July 1970 (with the two codicils thereto) governing immovable property in Great Britain of the late The Right Honourable Olive Dorothea Countess Fitzwilliam who died on 14 December 1975 which will and codicils were proved in the Principal Registry of the Family Division of the High Court of Justice on 26 February 1976 by Robert Edward MacWatt Allan Berkeley Valentine Hughes and Messrs. Hoare Trustees being the executors named in the said will
"Working Day"	any day(s) upon which banks in the City of London are open to the general public

- 1.4. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) it is a reference to a clause, paragraph or schedule or recital in this Agreement
- 1.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.6. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 1.7. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally subject to clause 4.4 and clause 5.4 and to any other express provision otherwise providing
- 1.8. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 1.9. The headings and contents list are for reference only and shall not affect construction
- 1.10. The expression "the Owner" shall include in respect of a Relevant Site any successors in title to the relevant owner thereof and the expression "the County Council" shall include any successors in title to the relevant part of the Old Malton Site and the expression "the District Council" shall include a successor or successors to the relevant statutory functions of the District Council

2. LEGAL BASIS

- 2.1. This Agreement is made in pursuance of section 106 of the 1990 Act as amended and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers
- 2.2. The covenants restrictions and requirements imposed upon the Owner and the County Council under this Agreement create planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the District Council

3. PRE-CONDITIONALITY

- 3.1. Excepting only the clauses identified in clause 3.6 this entire Agreement is conditional upon the occurrence of the last to occur of the following :
 - 3.1.1. the grant of the Malton Cluster Planning Permissions; or
 - 3.1.2. the Commencement of Development at the first of the Malton Cluster Sites on which Commencement of Development shall occur
- 3.2. Without prejudice to the generality of clause 3.1 the obligations in respect of the Eden Camp Development in schedule 3 shall not come into effect until **WHICHEVER SHALL BE THE LATER** of the following :
 - 3.2.1. the expiry of a period of six weeks beginning on the day after the date of the grant of the Eden Camp Planning Permission if within the said period of six weeks no legal proceedings have been commenced by any person to challenge the validity of the Eden Camp Planning Permission; or if within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Eden Camp Planning Permission shall not come into effect until the final determination of any legal proceedings to challenge the validity of any of the Eden Camp Planning Permission (it being understood that such proceedings shall not be deemed to have been finally determined for the purposes hereof until the expiry of any period allowed for any application for permission to appeal or the expiry of any period allowed in which to appeal pursuant to such permission if required in circumstances in which no such application or appeal shall have been made) PROVIDED THAT that the Eden Camp Planning Permission shall not have been quashed in such proceedings; and
 - 3.2.2. the Commencement of Development in respect of the Eden Camp Development on the Eden Camp Site.

3.3. Without prejudice to the generality of clause 3.1 the obligations in respect of the Showfield Development in schedule 4 shall not come into effect unless and until WHICHEVER SHALL BE THE LATER of the following :

3.3.1. the expiry of a period of six weeks beginning on the day after the date of the grant of the Showfield Planning Permission if within the said period of six weeks no legal proceedings have been commenced by any person to challenge the validity of the Showfield Planning Permission; or if within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Showfield Planning Permission shall not come into effect until the final determination of any legal proceedings to challenge the validity of any of the Showfield Planning Permission (it being understood that such proceedings shall not be deemed to have been finally determined for the purposes hereof until the expiry of any period allowed for any application for permission to appeal or the expiry of any period allowed in which to appeal pursuant to such permission if required in circumstances in which no such application or appeal shall have been made) PROVIDED THAT that the Showfield Planning Permission shall not have been quashed in such proceedings; and

3.3.2. the Commencement of Development in respect of the Showfield Development on the Showfield Site.

3.4. Without prejudice to the generality of clause 3.1 the obligations in respect of the Peasey Hills Development in schedule 5 shall not come into effect until the expiry of a period of six weeks beginning on the day after the date of the grant of the last of the Malton Cluster Planning Permissions to be granted if within the said period of six weeks no legal proceedings have been commenced by any person to challenge the validity of any of the the Malton Cluster Planning Permissions; or if legal proceedings have been commenced by any person to challenge the validity of any of the Malton Cluster Planning Permissions the obligations in respect of the Peasey Hills Development in schedule 5 shall not come into effect until the final determination of any such legal proceedings (it being understood that such proceedings shall not be deemed to have been finally determined for the purposes hereof until the expiry of any period allowed for any application for permission to appeal or the expiry of any period allowed in which to appeal pursuant to such permission if required in circumstances in which no such application or appeal shall have been made) PROVIDED THAT that none of the Malton Cluster Planning Permissions shall have been quashed in such proceedings.

3.5. Without prejudice to the generality of clause 3.1 the obligations in respect of the Old Malton Development in schedule 4 shall not come into effect unless and until WHICHEVER SHALL BE THE LATER of the following :

3.5.1. the expiry of a period of six weeks beginning on the day after the date of the grant of the Old Malton Planning Permission if within the said period of six weeks no legal proceedings have been commenced by any person to challenge the validity of the Old Malton Planning Permission; or if within the said period of six weeks legal proceedings have been commenced by any person to challenge the validity of the Old Malton Planning Permission shall not come into effect until the final determination of any legal proceedings to challenge the validity of any of the Old Malton Planning Permission (it being understood that such proceedings shall not be deemed to have been finally determined for the purposes hereof until the expiry of any period allowed for any application for permission to appeal or the expiry of any period allowed in which to appeal pursuant to such permission if required in circumstances in which no such application or appeal shall have been made) PROVIDED THAT that the Old Malton Planning Permission shall not have been quashed in such proceedings; and

3.5.2. the Commencement of Development in respect of the Old Malton Development on the Old Malton Site.

3.6. The provisions of clauses 5 to 7 inclusive shall come into effect immediately upon the completion of this Agreement.

4. COVENANTS

4.1. The Owner covenants with the District Council to fully observe and perform the obligations owed to the District Council on the Owners' part as specified in Schedules 3, 4 and 5

4.2. The District Council covenants with the Owner and the County Council to fully observe and perform the obligations on the District Council's part as specified in Schedule 7

4.3. The County Council in its capacity as a landowner covenants with the District Council to fully observe and perform the obligations on the County Council's part as specified in Schedule 6

4.4. Without prejudice to the generality of clause 5.4 the covenants restrictions requirements and stipulations set out in :

- 4.4.1. Schedule 3 bind only the Eden Camp Site;
- 4.4.2. Schedule 4 bind only the Showfield Site;
- 4.4.3. Schedule 5 bind only the Peasey Hill Site; and
- 4.4.4. Schedule 6 bind only the Old Malton Site

and such covenants restrictions requirements and stipulations shall only be enforceable against any firm or company to the extent that such entity owns a legal interest in the Relevant Site or a part or Phase thereof to which the relevant covenants, restrictions, requirements and stipulations relate

5. MISCELLANEOUS

- 5.1. The Strategic Developer shall pay to the District Council on completion of this Agreement the reasonable legal costs of the District Council incurred in the negotiation, preparation and execution of this Agreement
- 5.2. Where the agreement approval consent or expression of satisfaction is required by the Owner or the County Council from the District Council under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 5.3. No person shall be liable for any breach of any of the planning obligations or other provisions contained in this Agreement after he shall have parted with all interest in the Relevant Site or the part of the Relevant Site in respect of which such breach occurs (or whilst he shall have no interest in the part of the Relevant Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 5.4. For the purposes of sub-clause 5.4 a person parts with all interest in the Relevant Site or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him
- 5.5. If a Relevant Planning Permission shall expire without renewal or be quashed before the Commencement of Development in respect of the development authorised thereby or shall at any time be revoked or modified (other than with the written agreement of the Owner and the Strategic Developer) this Agreement shall forthwith cease to have effect in respect of the Relevant Site and the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges or any other register in respect of the Relevant Site and this Agreement.
- 5.6. Nothing in this Agreement shall prohibit or limit the right to develop any part of any Relevant Site in accordance with a planning permission (other than one of Relevant Planning Permissions) granted (whether or not on appeal) before or after the date of this Agreement nor shall any sum be payable pursuant to this Agreement in respect of any development carried out pursuant to such other planning permission
- 5.7. This Agreement shall be registrable as a Local Land Charge by the District Council
- 5.8. Following the performance and satisfaction of all the obligations contained in this Agreement in respect of a Relevant Site the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges or any other register in respect of the Relevant Site and this Agreement

6. WAIVER

6.1. No waiver (whether expressed or implied) by the District Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7. CHANGE IN OWNERSHIP

7.1. The Owner agrees with the District Council to give the District Council immediate written notice of any change in ownership of any of its interests in the Relevant Site other than a change whereby any person or class of persons identified in clause 15.2 acquires an interest therein occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Relevant Site or unit of occupation purchased by reference to a plan.

8. INDEXATION

8.1. Any sum referred to as due in the Third Fourth or Fifth Schedules shall be increased by an amount equivalent to the increase in the Consumer Price Index from the Relevant Indexation Start Date until the date on which such sum is payable.

9. INTEREST

9.1. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

10. VAT

10.1. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable PROVIDED THAT no value added tax shall be payable by any person other in response to a valid value added tax invoice issued to that person for goods or services provided to that person upon which value added tax properly arises and is due to HMRC

11. JURISDICTION

11.1. This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

12. DELIVERY

- 12.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

13. NOTICES

- 13.1. In this Clause:

13.1.1. The District Council's address' means the address of the District Council shown on the first page of this Deed or such other address as the District Council may from time to time notify to the Owner and its successors as being its address for service for the purposes of this Deed

13.1.2. The address of each of the Owner, the Strategic Developer and the County Council means the address shown on the first page of this Deed or such other address as any of them may have from time to time notified to the District Council as being its address for service for the purposes of this Deed

- 13.2. Any notice or other communication given or made in accordance with this Deed shall be in writing and:

13.2.1. May (in addition to any other effective mode of service) be delivered personally or sent by registered or recorded delivery or prepaid first class letter post or its equivalent and

13.2.2. Shall in the case of a notice or other communication to the District Council be served on the District Council at the District Council's address addressed to the Council Solicitor and to its Head of Planning & Housing

13.2.3. Shall in the case of a notice or other communication to the Owner be served on the Owner at the address of the Owner

13.2.4. Shall in the form of a notice or other communication to the Strategic Developer be served on the Strategic Developer at the address of the Strategic Developer

13.2.5. Shall in the case of a notice or other communications to the County Council be served on the County Council at the address of the County Council

14. DISPUTES

- 14.1. If any dispute or difference shall arise between the parties hereto as to any works to be done or achieved and the costings thereof pursuant to this Agreement the same shall be referred to a surveyor to be agreed upon between the parties hereto or failing agreement as to the same (within fourteen days of any party calling upon the others to agree) to be appointed upon the application of any party hereto by the President for time being of the Royal Institution of Chartered Surveyors or his Deputy
- 14.2. If any dispute shall arise as to the interpretation and operation of the provisions of this Agreement the same shall be referred to a Barrister of not less than seven years call to be agreed between the parties hereto or failing agreement as to the same (within fourteen days of any party calling upon the others to agree) to be appointed upon the application of any party hereto by the President for the time being of the Law Society of England and Wales or his Deputy
- 14.3. A person agreed or appointed as aforesaid shall act as an expert and not as an arbitrator and shall be entitled to look to other experts who he considers to be appropriately qualified for advice and who shall allow each side twenty one days from the reference of the dispute to him to make to him such written representations in relation to the dispute as they consider to be appropriate and whose decision upon the reference (including the question of who shall pay his fees and outgoings in relation thereto) shall be delivered in writing to the parties hereto and shall be final and binding upon the parties
- 14.4. If the expert shall die delay or become unwilling or incapable of acting or if for any reason the President or his Deputy appointing the expert shall in his absolute discretion think fit he may in writing discharge the expert and appoint another in his place

15. THIRD PARTY RIGHTS AND ENFORCEMENT

- 15.1. This Agreement is not intended to confer any benefit upon nor be enforceable by any party other than the parties hereto and their successors in title and their assigns and for that purpose any person who is not a party to this agreement (or a successor in title or assignee of the party to the Agreement) shall have no rights under the Contracts (Rights of Third Parties) Act 1999
- 15.2. This Agreement shall not be enforceable against:
 - 15.2.1. owner-occupiers or tenants of any Dwelling nor against those deriving title from them; nor
 - 15.2.2. any Mortgagee or any receiver appointed by such a Mortgagee or any person deriving title through such a Mortgagee or any receiver unless and until it become a Mortgagee in Possession; nor
 - 15.2.3. any statutory underfaker holding an estate or interest in the Relevant Site or part of the Relevant Site nor against plant equipment conduits or structures located there for its operational purposes; nor

- 15.2.4. any Affordable Housing Provider acquiring an interest in any of the Malton Cluster Sites save that such Affordable Housing Provider shall be bound by the provisions of Schedule 4 in respect of the Peasey Hills Site and by paragraph 6 being the affordable housing provisions only in Schedule 6 in respect of the Old Malton Site; nor
- 15.2.5. any person whose only interest in the Malton Cluster Sites or any of them or any part of any of them is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within any of the Malton Cluster Sites

16. LIMITATION OF TRUSTEE LIABILITY

- 16.1. For the avoidance of doubt it is hereby agreed that notwithstanding any provision to the contrary in this Agreement the liability of the Fitzwilliam Trust Corporation Limited shall be limited to the extent of the assets held by the Fitzwilliam Trust Corporation Limited on the trusts of the Will Trust including the freehold land at the Malton Cluster Sites bound by this Agreement.

17. COMMUNITY INFRASTRUCTURE LEVY

- 17.1. The parties to this Agreement have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948) and agree that the planning obligations it contains are compliant with those regulations.
- 17.2. If after the date of this Agreement there shall be enacted any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Agreement or under any condition attached to the Relevant Planning Permission change so that the Owners or any of them must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Agreement then the parties agree that the terms of this Agreement may at the election of the party affected be modified to such extent (if any) as is necessary to ensure that the party affected shall not be required to contribute (whether by financial contribution or works in kind or both) more than once (in whole or in part) for any item of infrastructure or matter.

18. SECTION 73 APPLICATIONS

- 18.1. It is agreed and declared that if any application is made pursuant to section 73 of the 1990 Act to carry out the Malton Cluster Developments or any of them without compliance with the initial planning conditions upon the Malton Cluster Planning Permissions or any of them:
- 18.1.1. the Owner of the land in respect of which such an application has been made to the District Council and the District Council shall be at liberty to agree together in writing that this Agreement shall apply to such of the Malton Cluster Developments as shall be carried out on that land pursuant to such planning permission as may be granted under section 73 of the 1990 Act as if the definition of the Eden Camp Planning Permission or the Showfield Planning Permission or the Old Malton Planning Permission or the Peasey Hills Planning Permission as the case may be had included reference to such specific decision notice as the District Council shall issue granting such planning permission under section 73 of the 1990 Act WHEREUPON the obligations on the part of the Owner AND THE District Council in this Agreement insofar as they remain to be observed and performed shall apply in respect of such of the Malton Cluster Developments as shall be carried out pursuant to such planning permission under section 73 of the 1990 Act accordingly;
- 18.1.2. if the Owner of the land in respect of which such an application has been made to the District Council and the District Council shall not have agreed in writing that this Agreement is to apply in respect of such of the Malton Cluster Developments as shall be carried out pursuant to such planning permission under section 73 of the 1990 Act by the date on which the decision notice authorising such development under section 73 shall be issued they shall nonetheless be deemed to have so agreed UNLESS the said Owner shall before that date have sent a Clause 18 Notice to the District Council;
- 18.1.3. if the Owner shall send a Clause 18 Notice to the District Council before the date on which the decision notice authorising development under section 73 shall have been issued the Owner and the District Council shall remain at liberty to agree under clause 18.1.1 but for the avoidance of doubt the deeming provision in clause 18.2.2 shall not apply and the District Council (or the Secretary of State or any inspector appointed by him to determine any relevant appeal) shall determine the relevant application under section 73 of the 1990 Act on the basis that this Agreement were not a material consideration since this Agreement would not be enforceable in respect of any development carried out pursuant to such planning permission as might be granted under section 73 of the 1990 Act AND for the further avoidance of doubt the sending of a Clause 18 Notice shall not give rise to any dispute or difference between the parties for the purposes of Clause 14

- 18.2. If it shall be agreed or deemed to have been agreed pursuant to Clause 18.1 that this Agreement shall apply in respect of such future development as shall be authorised by a grant of planning permission pursuant to section 73 of the 1990 Act the District Council shall add a memorandum to that effect to the register of local land charges in respect of the land benefited by such planning permission granted pursuant to section 73 of the 1990 Act

19. COUNTERPARTS

- 19.1. This Deed may be executed in one or more counterparts and each such counterpart, when executed, shall be deemed to be an original. Such counterparts shall together constitute one and the same instrument.

20. SHOWFIELD ALTERNATIVE OS & OLD MALTON ALTERNATIVE OS

It is hereby agreed and declared that :

The Showfield Site

- 20.1. The Owner of the Showfield Site or part thereof shall be at liberty to submit an Alternative OS Proposal or more than one concurrently or consecutively to the District Council at any time and the Owner (but not the District Council) shall be at liberty to amend an Alternative OS Proposal at any time prior to the issue by the District Council of a notice or letter approving or refusing to approve the same
- 20.2. If the Owner shall send an Alternative OS Proposal to the District Council the District Council shall consider and use reasonable endeavours to approve the same within 56 days of receipt of the same (the District Council being at liberty within that period to request such further reasonable information as it shall consider necessary and negotiate with the Owner in respect of any element of the Alternative OS Proposal)
- 20.3. If the District Council shall approve an Alternative OS Proposal it shall issue a written notice or letter to the Owner to that effect whereupon the Owner shall be obliged to observe and perform the requirements set out in the Alternative OS Proposal in accordance with any timescale for the same set forth therein and the Showfield OS Contribution shall be reduced to the extent stated in the approved Alternative OS Proposal and the District Council shall add a memorandum to that effect to the entry in the register of Local Land Charges in respect of this Agreement
- 20.4. If the District Council shall refuse to approve an Alternative OS Proposal (or if the District Council shall not have approved an Alternative OS Proposal within the period of 56 days beginning with the date of receipt of the same) there shall be deemed to be a dispute between the parties for the purposes of clause 14 and the Owner shall be at liberty to refer the Alternative OS Proposal for determination in accordance therewith (and any decision of the expert to approve an Alternative OS Proposal thereunder shall take effect as an approval of the Alternative OS Proposal pursuant to clause 20.3)

The Old Malton Site

- 20.5. The Owner of the Old Malton Site or part thereof shall be at liberty to submit an Alternative OS Proposal or more than one concurrently or consecutively to the District Council at any time and the Owner (but not the District Council) shall be at liberty to amend an Alternative OS Proposal at any time prior to the issue by the District Council of a notice or letter approving or refusing to approve the same
- 20.6. If the Owner shall send an Alternative OS Proposal to the District Council the District Council shall consider and use reasonable endeavours to approve the same within 56 days of receipt of the same (the District Council being at liberty within that period to request such further reasonable information as it shall consider necessary and negotiate with the Owner in respect of any element of the Alternative OS Proposal
- 20.7. If the District Council shall approve an Alternative OS Proposal it shall issue a written notice or letter to the Owner to that effect whereupon the Owner shall be obliged to observe and perform the requirements set out in the Alternative OS Proposal in accordance with any timescale for the same set forth therein and the Old Malton OS Contribution shall be reduced to the extent stated in the approved Alternative OS Proposal and the District Council shall add a memorandum to that effect to the entry in the register of Local Land Charges in respect of this Agreement
- 20.8. If the District Council shall refuse to approve an Alternative OS Proposal (or if the District Council shall not have approved an Alternative OS Proposal within the period of 56 days beginning with the date of receipt of the same there shall be deemed to be a dispute between the parties for the purposes of clause 14 and the Owner shall be at liberty to refer the Alternative OS Proposal for determination in accordance therewith (and any decision of the expert to approve an Alternative OS Proposal thereunder shall take effect as an approval of the Alternative OS Proposal pursuant to clause 20.6)

SCHEDULE 1

Part I

**The Owner's Titles to the Land
within the Malton Cluster Sites**

Site	Category of Legal Estate & Title	Title Number	Shown on plan at Part II of this Schedule
Eden Camp	Freehold : Title Absolute : registered proprietor of registered land	Land in title number NYK307819	edged red
Showfield	Freehold : Title Absolute : registered proprietor of registered land	Land in title number NYK308008	edged red
Peasey Hills	Freehold : Title Absolute : registered proprietor of registered land	Land in title number NYK308009	edged red
Old Malton	Freehold : Title Absolute : registered proprietor of registered land	Land in title number NYK308008	Edged and hatched red together with the County Council's part of this site

AND

The County Council's title to its part of the Old Malton Site is the freehold land in registered title number NYK362867 in respect of which it is registered with title absolute and which land is the other part of the land edged and cross hatched red on the ownership plan in respect of the Old Malton Site

Part II
Land Ownership Plans



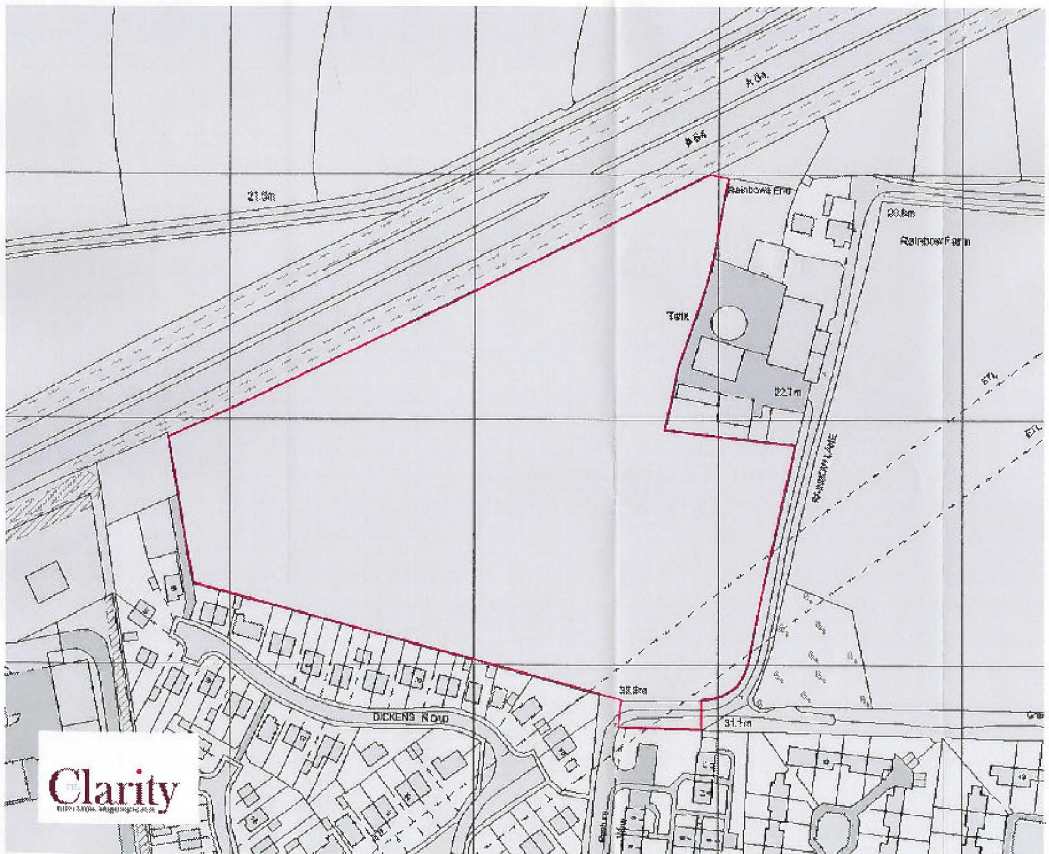
Notes 

Handwritten signature

Malton
EDEN CAMP
S106 BOUNDARIES

Dep 087
1:2500@A3
Malton
Marshall CDP
0m

1/28/17



Notes 

Handwritten signature
N. [unclear]

Malton

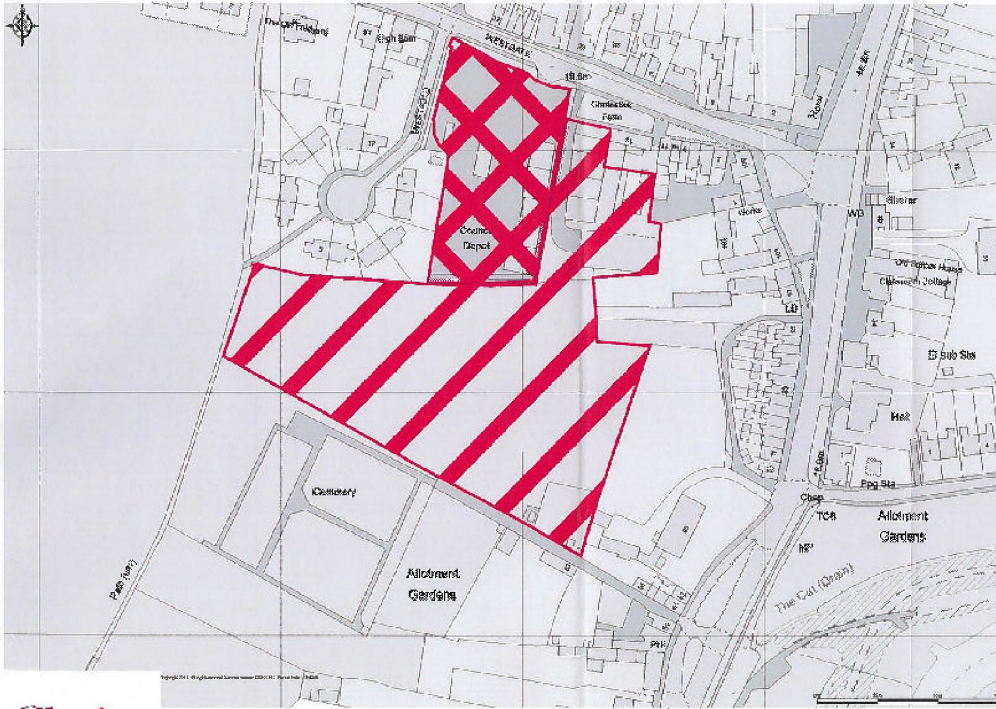
PEASEY HILLS
S106 BOUNDARY

Eng 059
11250@A3
Peasey Hills
Malton
Marshall CDP

0m

57.5m

Notes



N. Marshall

Malton
 OLD MALTON
 CORONATION FARM
 S106 BOUNDARIES

Ewg 06B
 11258@A3
 Malton
 Marshall CDP
 017 492 585

Clarity
 CONSULTING ENGINEERS

SCHEDULE 2

The Relevant Planning Permissions
(in the form of the draft decision notices)

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: 14/00426/MOUTE

Proposal: Erection of new livestock market (suu generic) comprising circa. 2,850 sq m of floorspace; Agricultural Business Centre comprising circa. 6,010 sq m of floorspace for uses within Use Class A1, A2, A3, D1, B1, B2, B8 and agricultural vehicle sales (suu generic); and new Business Park comprising circa. 19,040 sq m of floorspace for uses within Use Class B1, B2, and B8 including premises for The Ginger Pig comprising 1,790 sq m of floorspace (for uses falling within Class B1, B2, B8 and A1) along with (in respect of all elements) all associated development including drainage, provision of services, landscaping, boundary treatments, attenuation ponds and access and associated highway works. (Site area 17.8ha).

at: Land At Edenhouse Road Old Malton Malton North Yorkshire

for: Commercial Development Projects & Fitzwilliam Trust

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 SP6 Delivery and Distributing of Employment Land and Premises
Local Plan Strategy - Policy SP9 The Land-Based and Rural Economy
Local Plan Strategy - Policy SP10 Physical Infrastructure
Local Plan Strategy - Policy SP12 Heritage
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP14 Biodiversity

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Nottinghamshire
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Local Plan Strategy - Policy SP16 Design
Local Plan Strategy - Policy SP17 Managing Air Quality, Land and Water Resources
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

CONDITIONS AND ASSOCIATED REASONS

TIME LIMITS

PART 1 - The Ginger Fig 1,790sq. m of floorspace for uses falling within Use Classes B1, B2, B8 and A1 (No matters reserved)

01 The development hereby permitted shall be begun on or before three years from the date of this permission.

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

PART 2 - Outline element comprising the remainder of the development proposed

02 Application for approval of reserved matters shall be made to the Local Planning Authority not later than ten years from the date of this permission.

The development hereby permitted shall be begun on or before whichever is the later of the following dates:-

The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last such matters approved.

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

RESERVED MATTERS

03 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-

- (i) the layout;
- (ii) scale;

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Nottinghamshire
NG1 6HH

- (iii) appearance of every building, including a schedule of external materials to be used; and
- (iv) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.

- 04 The details required by Condition No. 02 above shall provide for the implementation of a package of Sustainable Drainage solutions. The reserved matters shall specify in full, the details of these measures which shall be implemented on-site prior to the occupation of any of the buildings hereby approved.

Reason:- To satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 05 Full details of habitat creation and mitigation measures shall be submitted prior to the commencement of development on site. The measures shall draw on the suggestions contained in the Ecological Appraisal submitted by FPCR Document dated March 2014 and the approved measures shall be fully implemented on site in accordance with an agreed timescale.

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

PRE-COMMENCEMENT CONDITIONS FOR PARTS 1 & 2 OF THIS DECISION NOTICE

- 06 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 will prevent overloading, and to satisfy the requirements of Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 07 With the exception of preliminary works, no development shall take place until details of the proposed means of disposal of foul water drainage, including details of any balancing works and off-site works, have been submitted to and approved by the local planning authority.

Reason:- To ensure that the development can be properly drained, and to satisfy the requirements of Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 08 Surface water drainage details to be submitted and agreed with the Internal Drainage Board before development commences.

Reason:- To satisfy the requirements of Policy SP17 of the Ryedale Plan - Local Plan Strategy.

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Nottingham
Nottinghamshire
NG1 6HH

- 09 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence with the exception of preliminary work, until actual or potential land contamination at the site has been investigated and a Phase 2 Site Investigation Report (to follow the Geoenvironmental Desk Study (Report ref ME/DS/4656 v2)) has been submitted to and approved in writing by the Local Planning Authority. Should remedial work be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2013) Code of Practice for the Investigation of Potential Contaminated Sites. Following remediation, submission of a verification report to be approved in writing by the Local Planning Authority will be required prior to the occupation of any dwellings.

Reason:- To ensure that the site is properly remediated in order to provide a safe environment for its intended future users and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 10 A) No development shall take place/commence until a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and:
- i. The programme and methodology of site investigation and recording
 - ii. Community involvement and/or outreach proposals
 - iii. The programme for post investigation assessment
 - iv. Provision to be made for analysis of the site investigation and recording
 - v. Provision to be made for publication and dissemination of the analysis and records of the site investigation
 - vi. Provision to be made for archive deposition of the analysis and records of the site investigation
 - vii. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- B) No development shall take place other than in accordance with the Written Scheme of Investigation approved under condition (A).

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 11 The details submitted in pursuance of Condition no. 10 (above) shall be preceded by the submission to the Local Planning Authority for approval in writing, and subsequent implementation, of a scheme of archaeological investigation to provide for:
- (i) The proper identification and evaluation of the extent, character and significance of archaeological remains within the application area;

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(ii) An assessment of the impact of the proposed development on the archaeological significance of the remains;

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 12 Prior to the commencement of the proposed development, details of a scheme/proposals to ensure a safe means of access to the proposed development site for non-car means of travel shall have been submitted to and approved in writing by the Local Planning Authority, in consultation with the local Highway Authority. The agreed measures shall be implemented prior to the occupation of any unit on the site with the exception of the Livestock Market and Ginger Pig unit.

Reason:- To satisfy Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 13 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) lighting 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

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- (d) typical drainage construction details.
- (4) Details of the method and means of surface water disposal.
- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policies SP19 and 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.

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

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

(ii) An independent Stage 2 Safety Audit for the agreed off-site highway works has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations and the recommendations of the Audit have been addressed in the proposed works.

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

The required highway improvements shall include:

- (a) Provision of a roundabout at the A169/Edenhouse Road junction.
- (b) Provision of passing places on Edenhouse Road between the A169 and the proposed western site entrance.
- (c) Provision of road lighting, road widening and road strengthening scheme for Edenhouse Road between the A169 and the proposed western site entrance.

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Reason:- In accordance with Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy and to ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

- 15 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works hereby permitted, until full details of the following have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

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

Reason:- In accordance with Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy and to ensure appropriate on-site facilities in the interests of highway safety and the general amenity of the development.

- 16 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 14a

Once created, these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policies SP19 and 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.

- 17 No development for any phase of the development shall take place until a Construction Method Statement for that phase has been submitted to and approved in writing by the Local Planning Authority, in consultation with the local Highway Authority. The approved statement shall be adhered to throughout the construction period for the phase. The statement shall provide for the following in respect of the phase:

- (a) the parking of vehicles of site operatives and visitors
- (b) loading and unloading of plant and materials
- (c) storage of plant and materials used in constructing the development

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- (d) erection and maintenance of security hoarding including decorative displays and facilities for public viewing where appropriate
- (e) wheel washing facilities
- (f) measures to control the emission of dust and dirt during construction
- (g) a scheme for recycling/disposing of waste resulting from demolition and construction works
- (h) HGV routing

Reason:- In accordance with Policies SP19 and 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.

- 18 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 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. 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 SP20 of the Ryedale Plan - Local Plan Strategy.

PART 1 ONLY

- 20 No development or other operation shall commence on site until a scheme (herein after called the Method Statement for Arboricultural Works) which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent to the site has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in complete accordance with the Method Statement. In relating to that Statement:

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(a) No operations shall commence on site in connection with the development hereby permitted (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and/or widening, or any other operation involving the use of motorised vehicles or construction machinery) until the tree protection works required by the Method Statement are in place on site.

(b) No excavations for services, storage of materials, or machinery, parking of vehicles, deposit or excavation of soil or rubble, or disposal of liquids, shall take place within a distance equal to 12 x the diameter of any tree, in accordance with BS 5837:2012, to be retained shown on plan No. (or dated).

(c) The fencing or other works which are part of the Method Statement shall not be moved or removed, until all works including external works, have been completed and all equipment, machinery and surplus materials removed from the site, without the prior written approval of the Local Planning Authority.

Reason:- To secure the protection, throughout the time that the development is being carried out, of trees, shrubs or hedges growing within or adjacent to the site which are of amenity value to the area, and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy

- 21 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.

- 22 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority;

- (a) Provision of a roundabout at the A169/Edenhouse Road junction.
- (b) Provide appropriate passing places on Edenhouse Road.

Reason:- In accordance with Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of safety and convenience of highway users.

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PART 2 ONLY

23 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority.

- (a) Provision of road lighting, road widening to a minimum of 7.3 metres width and road strengthening scheme for Edenhuse Road between the A169 and the proposed western site entrance
- (b) Provision of a roundabout at the A169/Edenhuse Road junction
- (c) Provide appropriate passing places on Edenhuse Road.

Reason:- In accordance with and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of safety and convenience of highway users.

PRE-OCCUPATION CONDITIONS FOR PARTS 1 & 2 OF THIS DECISION NOTICE

24 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 Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy, and to establish measures to encourage more sustainable non-car modes of transport.

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- 25 Unless otherwise approved in writing by the local planning authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

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

- 26 No part of the development to which this permission relates shall be brought into use until the carriageway and any footway/footpath from which it gains access shall be 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 any part of the development is brought into use.

Reason:- In accordance with Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy, and to ensure safe and appropriate access and egress to the premises, in the interests of highway safety and the convenience of prospective users of the highway.

- 27 No part of the development to which this permission relates should be brought into use, until full details of all external lighting have been submitted to and approved by the Local Planning Authority. The lighting shall thereafter accord with the approved details.

Reason:- In order to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

CONDITIONS OF CONTINUING EFFECT FOR PARTS 1 & 2 OF THIS DECISION NOTICE

- 28 Unless otherwise agreed in writing by the Local Planning Authority, no building or other obstruction shall be located over or within 3.0 (three) metres either side of the centre line of the sewer, which crosses the site.

Reason:- In order to allow sufficient access for maintenance and repair work at all times, and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 29 The applicant shall formally notify the Local Planning Authority in writing within 14 days of the completion of archaeological mitigation fieldwork.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework and Policy SP12 of the Ryedale Plan - Local Plan Strategy.

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- 30 Within 24 months of completing the archaeological field investigations required by condition 1 (above), a report which shall comprise of an assessment of the archaeological remains recovered from the site and an outline of the subsequent programme of analyses, publication (including a date for publication) and archiving, shall be submitted to and approved in writing by the Local Planning Authority. The programme of analyses, publication and archiving shall thereafter be carried out in accordance with the details thus approved, and in accordance with a timetable agreed in writing with the Local Planning Authority.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework and Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 31 The rate of discharge of surface water run-off shall not exceed 1.4l/s/ha, and appropriate attenuation storage shall be provided in line with the submitted Flood Risk Assessment.

Reason:- To accord with Policy SP17 of the Ryedale Plan - Local Plan Strategy.

CONDITIONS OF CONTINUING EFFECT FOR PART 2 ONLY OF THIS DECISION NOTICE

- 32 No more than 25% of the floorspace of the Agri Business Units to be occupied for Class A1 use. Such use to be restricted by a further planning condition limiting the range of goods to the state of agricultural supplies including tools and equipment, animal feed, country sports equipment and associated clothing.

Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.

- 33 No more than 10% of the floorspace of the Agri Business Units to be occupied for Class A2 use i.e. a rural land agents office, auctioneers office or similar.

Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.

- 34 No more than 10% of the floorspace of the Agri Business Units to be occupied for Class A3 use i.e. a cafe.

Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.

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- 35 No more than 25% of the floorspace of the Agri Business Units to be occupied for Class B1 use with additional restriction on maximum unit size.
- Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.
- 36 No more than 50% of the floorspace of the Agri Business Units to be occupied for Class D1 use i.e. veterinary practice and/or agricultural education facility.
- Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.
- 37 No more than 50% of the floorspace of the Agri Business Units to be used for sale of agricultural vehicles or machinery (sui generis).
- Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.
- 38 No more than 4,000sq. metres of B1 offices shall be provided on-site.
- Reason:- To satisfy the requirements of Policies SP7 and SP19 of the Ryedale Plan - Local Plan Strategy.
- 39 No raw materials, finished or unfinished products or parts, crates, materials, waste, refuse or any other items shall be stacked or stored outside any building on the site without the prior approval in writing of the Local Planning Authority.
- Reason:- To ensure that the appearance of the area is not prejudiced by the external storage of materials, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

INFORMATIVE(S)

- 01 There must be no works in the existing highway until an Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.
- 02 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

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APPN NO: 14/00426/MOUTE

- 03 The applicant is advised that this decision notice should be read in conjunction with the Agreement made under Section 106 of the Town and Country Planning Act 1990.
- 04 On this decision notice, the expression "Preliminary Works" shall mean only any of the following: site clearance, demolition work, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

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 & HOUSING

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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: 14/00427/MOUTE

Proposal: Demolition of existing buildings and structures and erection of circa 227 residential dwellings (Use Class C3) along with all associated development including drainage, landscaping, cut and fill, formation of earth bund, boundary treatments (including noise mitigation measures) provision of services and access and associated highway works (site area 11.90ha)

at: The Showfield Passare Lane Malten North Yorkshire

for: Commercial Development Projects & Fitzwilliam Trust Corp

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 SP6 Delivery and Distributing of Employment Land and Premises
Local Plan Strategy - Policy SP9 The Land-Based and Rural Economy
Local Plan Strategy - Policy SP10 Physical Infrastructure
Local Plan Strategy - Policy SP12 Heritage
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP14 Biodiversity
Local Plan Strategy - Policy SP15 Design
Local Plan Strategy - Policy SP17 Managing Air Quality, Land and Water Resources
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

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CONDITIONS AND ASSOCIATED REASONS

TIME LIMITS

- 01 Application for approval of reserved matters shall be made to the Local Planning Authority not later than three years from the date of this permission.

The development hereby permitted shall be begun on or before whichever is the later of the following dates:-

The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last such matters approved.

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

RESERVED MATTERS

- 02 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-

- (i) the layout;
- (ii) scale;
- (iii) appearance of every building, including a schedule of external materials to be used; and
- (iv) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.

- 03 The details required by Condition No. 02 above shall provide for the implementation of a package of Sustainable Drainage solutions. The reserved matters shall specify in full, the details of these measures which shall be implemented on-site prior to the occupation of any of the dwellings hereby approved.

Reason:- To satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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PRE-COMMENCEMENT CONDITIONS

04 With the exception of preliminary works, 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 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 discharge should be restricted to Greenfield run-off rates;
- 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 the requirements of Policy SP17 of the Ryedale Plan - Local Plan Strategy.

05 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence with the exception of preliminary works, until actual or potential land contamination at the site has been investigated and a Phase 2 Site Investigation Report (to follow the Geoenvironmental Desk Study (Report ref MT/DS/4637)) has been submitted to and approved in writing by the Local Planning Authority. Should remedial work be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2013) Code of Practice for the Investigation of Potential Contaminated Sites. Following remediation, submission of a verification report to be approved in writing by the Local Planning Authority will be required prior to the occupation of any dwellings.

Reason:- To ensure that the site is adequately remediated and suitable for residential purposes and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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- 06 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 will prevent overloading, and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy

- 07 With the exception of preliminary works, no development shall take place until details of the proposed means of disposal of foul water drainage, including details of any balancing works and off-site works, have been submitted to and approved by the local planning authority.

Reason:- To ensure that the development can be properly drained, and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 08 A) With the exception of preliminary works, no development shall take place/commence until a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and:

- i. The programme and methodology of site investigation and recording
- ii. Community involvement and/or outreach proposals
- iii. The programme for post investigation assessment
- iv. Provision to be made for analysis of the site investigation and recording
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation
- vii. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

B) No development shall take place other than in accordance with the Written Scheme of Investigation approved under condition (A).

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy SP12 of the Ryedale Plan - Local Plan Strategy.

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09 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or preliminary 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) where requested cross-sections at regular intervals along the proposed road showing the existing and proposed ground levels
 - (c) kerb and edging construction details
 - (d) typical drainage construction details.
- (4) Details of the method and means of surface water disposal.
- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

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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.

- 10 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, (except for investigative or preliminary 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 all of the following have been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority:

(A) in respect of the provision of the required roundabout on Pasture Lane :

(i) The details of the works (substantially in accordance with drawing reference 13051-10 as attached at Appendix 2 of the Transport Statement submitted in support of the planning application); and :

(ii) A report of the outcome of an independent Stage 2 Road Safety Audit carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations and recording whether and how the recommendations of the Audit have been addressed in the detailed design of those works; and

(iii) A programme for the completion of those works; and

(B) in respect of the potential provision of the contingent further works to the Smithson Court/Pasture Lane signal junction as would be required in the event of the implementation of Planning Permission Reference 11/00927/MOUT for a new food store at Wentworth Street and completion of associated highway works to the Smithson Court/Pasture Lane signal junction :

an agreement or undertaking binding only on such part of the Pasture Lane frontage of the land benefited by this planning permission 14/00427/MOUTE upon which part of the works shown on Connect Consultants Limited Drawing Reference SK.150217.1 would be constructed for the dedication of that part of those works as public highway

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

- 11 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or preliminary works, or the depositing

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

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

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

- 12 No development for any phase of the development shall take place until a Construction Method Statement for that phase has been submitted to and approved in writing by the Local Planning Authority, in consultation with the local Highway Authority. The approved statement shall be adhered to throughout the construction period for the phase. The statement shall provide for the following in respect of the phase:

- (a) the parking of vehicles of site operatives and visitors
- (b) loading and unloading of plant and materials
- (c) storage of plant and materials used in constructing the development
- (d) erection and maintenance of security boarding including decorative displays and facilities for public viewing where appropriate
- (e) wheel washing facilities
- (f) measures to control the emission of dust and dirt during construction
- (g) a scheme for recycling/disposing of waste resulting from demolition and construction work
- (h) HGV routing

Reason:- To satisfy the requirements of SP20 of the Ryedale Plan - Local Plan Strategy.

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

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- 14 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 15 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. 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 16 No development or other operation shall commence on site, except for preliminary works until a scheme (herein after called the Method Statement for Arboricultural Works) which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent to the site has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in complete accordance with the Method Statement. In relation to that Statement:

(a) No operations shall commence on site in connection with the development hereby permitted (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and/or widening, or any other operation involving the use of motorised vehicles or construction machinery) until the tree protection works required by the Method Statement are in place on site.

(b) No excavations for services, storage of materials, or machinery, parking of vehicles, deposit or excavation of soil or rubble, or disposal of liquids, shall take place within a distance equal to 12 x the diameter of any tree, in accordance with BS 5837:2012, to be retained shown on plan No. (or dated).

(c) The fencing or other works which are part of the Method Statement shall not be moved or removed, until all works including external works, have been completed and all equipment,

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machinery and surplus materials removed from the site, without the prior written approval of the Local Planning Authority.

Reason:- To secure the protection, throughout the time that the development is being carried out, of trees, shrubs or hedges growing within or adjacent to the site which are of amenity value to the area, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 17 Before the commencement of the development hereby permitted, with the exception of preliminary works, 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 Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 18 Except for preliminary works, no work shall commence on site until a detailed acoustic study has been submitted to and approved by the Local Planning Authority. Unless otherwise agreed by the LPA, the study shall demonstrate that indoor ambient noise levels in all proposed dwellings on the site will be commensurate with Table 4 of BS 8233:2014, as follows:

Table 4 - Indoor ambient noise levels for dwellings

Activity	Location	07:00 to 23:00 hours	
Resting	Living room	35dB LAeq, 16h	
Dining	Dining room/area	40dB LAeq, 16h	
Sleeping (daytime resting)	Bedroom	35dB LAeq, 16h	

Unless otherwise agreed with the Local Planning Authority, the acoustic study also demonstrates that outdoor ambient noise levels, e.g. in private gardens and amenity spaces shall not exceed 50dB LAeq (16 hours) when assessed at the head height of a seated person of 1.2 metres.

Unless otherwise agreed with the Local Planning Authority, the acoustic study shall demonstrate that the indoor levels in Table 4 can be achieved with windows to habitable rooms are partially open, without reliance on mechanical means of ventilation unless otherwise agreed in writing with the Local Planning Authority.

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Reason:- In order to satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 Mitigation of noise, where required, shall take the form of bunds, barriers and fences, and design and orientation of dwellings, and shall be submitted in writing for approval to the Local Planning Authority, prior to the commencement of work on site, with the exception of preliminary works. Unless otherwise agreed with the Local Planning Authority, the building envelope (including window design) shall be designed to achieve a 17dB reduction from free field to inside and shall assume that at least one window in each habitable room can be left partially opened for natural ventilation, while still achieving the noise conditions stated in Condition No. 18 above.

Reason:- In order to satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 20 With the exception of preliminary works, full details of habitat creation and mitigation measures shall be submitted prior to the commencement of development on site. The measures shall draw on the suggestions contained in the Ecological Appraisal submitted by FPCR Document dated March 2014 and also the additional survey information in respect of mitigate for bat roosts on site. The approved measures shall be fully implemented on site in accordance with an agreed timescale.

Reason:- In order to satisfy the requirements of Policy SP14 of the Ryedale Plan - Local Plan Strategy.

- 21 Prior to the commencement of any work, with the exception of preliminary works the applicants are required to provide full details of how crime prevention has been considered and incorporated into the design and layout of the scheme.

Reason:- To satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.

PRE-OCCUPATION CONDITIONS

- 22 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 10.

- Provision of roundabout on Pasture Lane

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of the safety and convenience of highway users.

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- 23 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.

- 24 Unless otherwise approved in writing by the local planning authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

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

- 25 No part of the development shall be brought into use until the existing access on to Pasnure Lane has been permanently closed off and the highway restored. These works shall be in accordance with details which have been approved in writing by the Local Planning Authority in consultation with the Highway Authority. No new access shall be created without the written approval of the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of highway safety.

- 26 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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- 27 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.

CONTINUING EFFECT CONDITIONS

- 28 Unless otherwise agreed in writing by the local planning authority, no building or other obstruction shall be located over or within 3.0 (three) metres either side of the centre line of the sewer, which crosses the site.

Reason:- In order to allow sufficient access for maintenance and repair work at all times, and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 29 The details submitted in pursuance of Condition no. 1. (above) shall be preceded by the submission to the Local Planning Authority for approval in writing, and subsequent implementation, of a scheme of archaeological investigation to provide for:

- (i) The proper identification and evaluation of the extent, character and significance of archaeological remains within the application area;
- (ii) An assessment of the impact of the proposed development on the archaeological significance of the remains;

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

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- 30 The applicant shall formally notify the Local Planning Authority in writing within 14 days of the completion of archaeological mitigation fieldwork.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 31 Within 24 months of completing the archaeological field investigations required by condition 1 (above), a report which shall comprise of an assessment of the archaeological remains recovered from the site and an outline of the subsequent programme of analyses, publication (including a date for publication) and archiving, shall be submitted to and approved in writing by the Local Planning Authority. The programme of analyses, publication and archiving shall thereafter be carried out in accordance with the details thus approved, and in accordance with a timetable agreed in writing with the Local Planning Authority.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 32 Unless otherwise agreed in writing with the Local Planning Authority, the reserved matters shall provide for at least 5% of the new homes to be built as bungalows.

Reason:- To satisfy Policy SP4 of the Ryedale Plan - Local Plan Strategy.

- 33 The acoustic study shall demonstrate for any dwellings close to the sites eastern boundary with Showfield Lane Industrial Estate that the noise conditions stated in Condition Nos. 18 and 19 above are achievable with windows to habitable rooms partially open.

For the purposes of this condition, it has been assessed that noise from the industrial estate is typically 55dB LAeq (15 minutes), exceptionally 60dB LAeq at the boundary fence of the industrial estate (15 minutes) at any time of the day or night.

Reason:- In order to provide a good level of residential amenity for the occupiers of the proposed dwellings and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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INFORMATIVE(S)

- 01 In imposing condition **** 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 These works shall include, where appropriate, replacing kerbs, footways, cycleways and verges to the proper line and level.
- 03 In relation to Condition 14, an explanation of the terms used are available from the Highway Authority.
- 04 There must be no works to the existing highway until an Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.
- 05 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
- 06 On this decision notice, the expression "Preliminary Works" shall mean only any of the following: site clearance, demolition work, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, creation of any temporary means of enclosure, the temporary display of site notices or advertisements.

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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APPN NO: 14/00427/MOUTE

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 & HOUSING

DRAFT

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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: 14/00629/MOUTE

Proposal: Erection of circa 50no. affordable residential dwellings (Use Class C3) along with all associated development including drainage, landscaping, formation of earth bund, boundary treatments (including noise mitigation measures) provision of services and access and associated highway works (site area 3.4 ha)

at: Land At Rainbow Lane Malton North Yorkshire

for: Commercial Development Projects & Fitzwilliam Trust Corp & North Yorkshire County Council

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 SP10 Physical Infrastructure
Local Plan Strategy - Policy SP11 Community Facilities and Services
Local Plan Strategy - Policy SP12 Heritage
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

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APPN NO: 14/00429/MOUTE

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

CONDITIONS AND ASSOCIATED REASONS

01 Application for approval of reserved matters shall be made to the Local Planning Authority not later than three years from the date of this permission.

The development hereby permitted shall be begun on or before whichever is the later of the following dates:-

The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last such matters approved.

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

02 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-

- (i) the layout;
- (ii) scale;
- (iii) appearance of every building, including a schedule of external materials to be used; and
- (iv) the landscaping of the site

Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.

03 The details required by Condition No. 02 above shall provide for the implementation of a package of Sustainable Drainage solutions. The reserved matters shall specify in full, the details of these measures which shall be implemented on-site prior to the occupation of any of the dwellings hereby approved.

Reason:- To satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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- 04 With the exception of preliminary works, no development shall take place until a surface water discharge 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 that the surface water run-off generated up to and including the 1 in 100 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 discharge should be restricted to greenfield run-off rates;
- 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 of 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 Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 05 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence with the exception of preliminary works, until actual or potential land contamination at the site has been investigated and a Phase 2 Site Investigation Report (to follow the Geoenvironmental Desk Study (Report ref MT/DS/4658)) has been submitted to and approved in writing by the Local Planning Authority. Should remedial work be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2013) Code of Practice for the Investigation of Potential Contaminated Sites. Following remediation, submission of a verification report to be approved in writing by the Local Planning Authority will be required prior to the occupation of any dwellings.

Reason:- To ensure that the site is adequately remediated and suitable for residential purposes and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 06 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.

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Reason:- To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading, and to satisfy Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 07 With the exception of preliminary works, no development shall take place until details of the proposed means of disposal of foul water drainage, have been submitted to and approved by the local planning authority.

Reason:- To ensure that the development can be properly drained, and to satisfy Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy

- 08 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or preliminary 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) lighting and signing
- (h) traffic calming measures
- (i) all types of surfacing (including tarmacs), 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.

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- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to secure an appropriate highway constructed to an adequate standard in the interests of highway safety and the amenity and convenience of highway users.

- 09 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or preliminary 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 following off-site 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:

a. Extension and widening to Rainbow Lane

(ii) An independent Stage 2 Safety Audit for the agreed off-site highway works has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations and the recommendations of the Audit have been addressed in the proposed works.

(iii) A programme for the completion of the proposed works has been submitted to and approved in writing by the Local Planning Authority in consultation with the local Highway Authority.

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

- 10 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, there shall be no excavation or other groundworks, except for investigative or preliminary works, or the depositing of material on the site until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 09.

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a. Extension and widening to Rainbow Lane

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of safety and convenience of highway users.

- 11 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or preliminary works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works hereby permitted, until full details of the following have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

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

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

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

- 13 Unless approved otherwise in writing by the Local Planning Authority, there shall be no establishment on a site compound, site clearance, demolition, excavation with the exception of preliminary works, 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:

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(i) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway

(ii) on-site materials storage area capable of accommodating all materials required for the operation of the site.

The approved areas shall be kept available for their intended use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to provide for appropriate on-site vehicle parking and the storage facilities, in the interests of highway safety and the general amenity of the area.

- 14 Prior to the commencement of any works with the exception of any preliminary works, the applicants are required to provide full details of how crime prevention has been considered and incorporated into the design and layout of the scheme.

Reason:- In order to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 15 A) With the exception of preliminary works, no development shall take place/commence until a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and:

- i. The programme and methodology of site investigation and recording
- ii. Community involvement and/or outreach proposals
- iii. The programme for post investigation assessment
- iv. Provision to be made for analysis of the site investigation and recording
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation
- vii. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

B) No development shall take place other than in accordance with the Written Scheme of Investigation approved under condition (A).

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SPI2 of the Ryedale Plan - Local Plan Strategy.

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- 16 With the exception of preliminary works, 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 17 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.

- 18 With the exception of preliminary works, before any part of the development hereby approved commences, plans showing details of a landscaping and planting scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed. The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing items to be retained. All planting seeding and/or turfing comprised in the above scheme shall be carried out during the first planting season following the commencement of the development, or such longer period as may be agreed in writing by the Local Planning Authority. Any trees or shrubs which, within a period of five years from being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation.

Reason: To enhance the appearance of the development hereby approved and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 Except for preliminary works, no work shall commence on site until a detailed acoustic study has been submitted to and approved by the Local Planning Authority. The study shall demonstrate that indoor ambient noise levels in all proposed dwellings on the site will be commensurate with Table 4 of BS 8233:2014, as follows:

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Table 4 - Indoor ambient noise levels for dwellings

Activity	Location	07:00 to 23:00 hours
Resting	Living room	35dB LAeq, 16h
Dining	Dining room/area	40dB LAeq, 16h
Sleeping (daytime resting)	Bedroom	35dB LAeq, 16h

The acoustic study also demonstrates that outdoor ambient noise levels, e.g. in private gardens and amenity spaces shall not exceed 50dB LAeq (16 hours) when assessed at the head height of a seated person of 1.2 metres.

The acoustic study shall demonstrate that the indoor levels in Table 4 can be achieved with windows to habitable rooms are partially open, without reliance on mechanical means of ventilation unless otherwise agreed in writing with the Local Planning Authority.

Reason:- In order to satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 20 Mitigation of noise, where required, shall take the form of bunds, barriers and fences, and design and orientation of dwellings, and shall be submitted in writing for approval to the Local Planning Authority, prior to the commencement of work on site, with the exception of preliminary works. The building envelope (including window design) shall be designed to achieve a 17dB reduction from free field to inside and shall assume that at least one window in each habitable room can be left partially opened for natural ventilation, while still achieving the noise conditions stated in Condition No. 19 above.

Reason:- In order to satisfy the requirements of Policies SP15 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 21 With the exception of preliminary works, full details of habitat creation and mitigation measures shall be submitted prior to the commencement of development on site. The measures shall draw on the suggestions contained in the Ecological Appraisal submitted by FPCR Document dated March 2014 and the approved measures shall be fully implemented on site in accordance with an agreed timescale.

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Reason:- In order to satisfy the requirements of Policy SP14 of the Ryedale Plan - Local Plan Strategy.

- 22 The details submitted in pursuance of Condition no. 15 (above) shall be preceded by the submission to the Local Planning Authority for approval in writing, and subsequent implementation, of a scheme of archaeological investigation to provide for:

- (i) The proper identification and evaluation of the extent, character and significance of archaeological remains within the application area;
- (ii) An assessment of the impact of the proposed development on the archaeological significance of the remains;

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 23 Unless otherwise approved in writing by the local planning authority, no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason:- To ensure that no foul water discharges take place until proper provision has been made for its disposal, and to satisfy the requirements of Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 24 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.

- 25 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

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- 26 Prior to the occupation of each of the dwellings hereby approved, the following refuse collection and recycling bins shall be provided:

180 litre black refuse bin
55 litre green plastic bottle and can recycling box
40 litre black glass recycling box
Blue paper and cardboard recycling box

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

- 27 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 a forward visibility splay is provided giving clear visibility of 43m measured around the proposed bend at the end of Rambow Lane. 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 in the interests of road 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.

- 29 All doors and windows on elevations of the building(s) adjacent to the existing and/or proposed highway shall be constructed and installed, such that from the level of the adjacent highway for a height of 2.4 metres they do not open over the public highway, and above 2.4 metres no part of an open door or window shall come within 0.5 metres of the carriageway. Any future replacement doors and windows shall also comply with this requirement.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy, and to protect pedestrians and other highway users.

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- 30 The applicant shall formally notify the Local Planning Authority in writing within 14 days of the completion of archaeological mitigation fieldwork.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 31 Within 24 months of completing the archaeological field investigations required by condition 1 (above), a report which shall comprise of an assessment of the archaeological remains recovered from the site and an outline of the subsequent programme of analyses, publication (including a date for publication) and archiving, shall be submitted to and approved in writing by the Local Planning Authority. The programme of analyses, publication and archiving shall thereafter be carried out in accordance with the details thus approved, and in accordance with a timetable agreed in writing with the Local Planning Authority.

Reason:- In order to ensure the archaeological resources at the site are adequately investigated, understood, and where necessary safeguarded, in accordance with the National Planning Policy Framework, and to satisfy the requirements of Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 32 Unless otherwise agreed in writing by the local planning authority, no building or other obstruction shall be located over or within 6.5 (six point five) metres either side of the centre line of the sewer, which crosses the site.

Reason:- In order to allow sufficient access for maintenance and repair work at all times, and to satisfy the requirements of Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

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

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

INFORMATIVE(S)

- 01 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 There must be no works in the existing highway until an Agreement under Section 27E of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.

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- 03 The proposals shall cater for all types of vehicles that will use this 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 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.
- 05 On this decision notice, the expression "Preliminary Works" shall mean only any of the following: site clearance, demolition work, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

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 & HOUSING

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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: 14/00428/MOUTIE

Proposal: Demolition of existing buildings and structures, conversion of retained buildings to residential dwellings and erection of new residential dwellings (Use Class C3) (circa 35 dwellings in total) along with all associated development including drainage, landscaping, boundary treatments, provision of services and access and associated highway works (site 2.0ha)

at: Land South Of Westgate Old Malton Malton North Yorkshire

for: Commercial Development Projects & Fitzwilliam Trust Corp & North Yorkshire County Council

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 SP10 Physical Infrastructure
Local Plan Strategy - Policy SP11 Community Facilities and Services
Local Plan Strategy - Policy SP12 Heritage
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 SP19 Presumption in Favour of Sustainable Development

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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

CONDITIONS AND ASSOCIATED REASONS

- 01 Application for approval of reserved matters shall be made to the Local Planning Authority not later than three years from the date of this permission.
- The development hereby permitted shall be begun on or before whichever is the later of the following dates:-
- The expiration of two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last such matters approved.
- Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004.
- 02 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:-
- (i) the layout;
(ii) scale;
(iii) appearance of every building, including a schedule of external materials to be used; and
(iv) the landscaping of the site
- Reason:- To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.
- 03 The reserved matters shall provide for no dwellings to be located within 15 metres of the Lime trees along the southern boundary of the site, unless otherwise agreed with the Local Planning Authority.
- 04 The Reserved matters shall provide for design details to follow the Design & Access Statement and Design Guide principles (as amended) as were submitted in support of the planning application.

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- 05 The details required by Condition No. 02 shall provide for the retention and re-use of those buildings shown to be retained on the submitted illustrative plan (Site Layout, Option 6).

Reason:- For the avoidance of doubt and to ensure that the enhancement to the designated Conservation Area is delivered and to satisfy Policies SP12 and SP16 of the Ryedale Plan -Local Plan Strategy.

- 06 The details required by Condition No. 02 above shall provide for the implementation of a package of Sustainable Drainage solutions. The reserved matters shall specify in full, the details of these measures which shall be implemented on-site prior to the occupation of any of the dwellings hereby approved.

Reason:- To satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 07 With the exception of preliminary works, and unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until actual or potential land contamination at the site has been investigated and a Phase 2 Site Investigation Report (to follow the Geoenvironmental Desk Study (Report ref MI/DS/4658)) has been submitted to and approved in writing by the Local Planning Authority. Should remedial work be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2013) Code of Practice for the Investigation of Potential Contaminated Sites. Following remediation, submission of a verification report to be approved in writing by the Local Planning Authority will be required prior to the occupation of any dwellings.

Reason:- To satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 08 Except for preliminary works, 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 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 commenced.

The scheme shall also include:

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- the discharge rate for surface water run-off is to be limited to a 30% reduction over the existing discharge, however, if discharging surface water to either a Yorkshire Water Sewer, or an IDB watercourse, then the discharge rate must also be agreed with them before development commences;
- sufficient 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 the 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 the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

09 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or for preliminary 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 tactile), 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

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- (d) typical drainage construction details.
- (4) Details of the method and means of surface water disposal.
- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

The development shall only be carried out in full compliance with the approved drawings and details unless agreed otherwise in writing by the Local Planning Authority with the Local Planning Authority in consultation with the Highway Authority.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to secure an appropriate highway constructed to an adaptable standard in the interests of highway safety and the amenity and convenience of highway users.

- 10 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative or for preliminary works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works hereby permitted, until full details of the following have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

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

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

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- 11 Except for preliminary works, 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.

- 12 Unless approved otherwise in writing by the Local Planning Authority, there shall be no establishment on a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction of the site, until proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of:

(i) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway

(ii) on-site materials storage area capable of accommodating all materials required for the operation of the site.

The approved areas shall be kept available for their intended use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.

Reason:- In accordance with Policy SP20 of the 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.

- 13 A) No demolition/development shall take place/commence until a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and:

1. The programme and methodology of site investigation and recording
2. Community involvement and/or outreach proposals
3. The programme for post investigation assessment
4. Provision to be made for analysis of the site investigation and recording
5. Provision to be made for publication and dissemination of the analysis and records of the site investigation

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6. Provision to be made for archive deposition of the analysis and records of the site investigation.
7. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

B) No demolition/development shall take place other than in accordance with the Written Scheme of Investigation approved under condition (A).

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition (A) and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason:- This condition is imposed in accordance with Section 12 of the NPPF as the site is of archaeological interest, and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

- 14 Prior to the commencement of any works, with the exception of preliminary works, the applicants are required to provide full details of how crime prevention has been considered and incorporated into the design and layout of the scheme.

Reason:- In order to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 15 Before the development hereby permitted is commenced, with the exception of preliminary works, 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 16 Prior to the commencement of the development hereby permitted with the exception of preliminary works, 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.

- 17 With the exception of preliminary work, and 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.

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The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing items to be retained. All planting, seeding and/or turfing comprised in the above scheme shall be carried out 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 SP20 of the Ryedale Plan - Local Plan Strategy.

- 18 Before the commencement of the development hereby permitted, with the exception of preliminary works 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 Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 With the exception of preliminary works, no development or other operation shall commence on site until a scheme (herein after called the Method Statement for Arboricultural Works) which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent to the site has been submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in complete accordance with the Method Statement. In relation to that Statement:

(a) No operations shall commence on site in connection with the development hereby permitted (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and/or widening, or any other operation involving the use of motorised vehicles or construction machinery) until the tree protection works required by the Method Statement are in place on site.

(b) No excavations for services, storage of materials, or machinery, parking of vehicles, deposit or excavation of soil or rubble, or disposal of liquids, shall take place within a distance equal to 12 x the diameter of any tree, in accordance with BS 5837:2012, to be retained shown on plan No. (or dated).

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(c) The fencing or other works which are part of the Method Statement shall not be moved or removed, until all works including external works, have been completed and all equipment, machinery and surplus materials removed from the site, without the prior written approval of the Local Planning Authority.

Reason:- To secure the protection, throughout the time that the development is being carried out, of trees, shrubs or hedges growing within or adjacent to the site which are of amenity value to the area, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 20 With the exception of preliminary works, full details of habitat creation and mitigation measures shall be submitted prior to the commencement of development on site. The measures shall draw on the suggestions contained in the Ecological Appraisal submitted by Wold Ecology - January 2014 and also the additional survey information in respect of mitigate for bat roosts on site. The approved measures shall be fully implemented on site in accordance with an agreed timescale.

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

- 21 With the exception of preliminary works, 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 will prevent overloading, and to satisfy Policies SP19 and SP20 of the Ryedale Plan - Local Plan Strategy

- 22 The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by ARP Associates, dated March 2014, ref 800/286 and the following mitigation measures detailed within the FRA:

1. Finished floor levels are set no lower than 20.35m above Ordnance Datum (AOD), and at least 300mm above existing ground levels within areas of Flood Zone 2.
2. The flood proof/resilient construction techniques as detailed in pages 14-19 of the FRA are incorporated into the development.

The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing by the Local Planning Authority.

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Reason:-

1. To reduce the risk of flooding to the proposed development and future occupants.
2. To reduce the impact of flooding to the proposed development and future occupants.

and to satisfy Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 23 The details required by Condition No. 02 above shall provide for the implementation of a package of Sustainable Drainage solutions. The reserved matters shall specify in full, the details of these measures which shall be implemented on-site prior to the occupation of any of the dwellings hereby approved.

Reason:- To satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 24 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.

- 25 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to provide for adequate and satisfactory provision of off-street accommodation for vehicles in the interests of safety and the general amenity of the development.

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

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Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of highway safety.

- 27 Prior to the occupation of each of the dwellings hereby approved, the following refuse collection and recycling bins shall be provided:

180 litre black refuse bin
55 litre green plastic bottle and can recycling box
40 litre black glass recycling box
Blue paper and cardboard recycling box

Reason:- For the avoidance of doubt, and to satisfy Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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

Reason:- In the interest of satisfactory and sustainable drainage, and to satisfy Policies SP10 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 29 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until splay is provided giving clear visibility of 43m in an easterly direction along Westgate from a point measured 2.4m down the centre line of the access road, and clear visibility of 43m in a westerly direction along Westgate from a point measured 2 metres down the centre line of the access road. The eye height will be 1.05m and the object height shall be 0.6m. 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 in the interests of road safety.

- 30 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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- 31 All doors and windows on elevations of the building(s) adjacent to the existing and/or proposed highway shall be constructed and installed, such that from the level of the adjacent highway for a height of 2.4 metres they do not open over the public highway, and above 2.4 metres no part of an open door or window shall come within 0.5 metres of the carriageway. Any future replacement doors and windows shall also comply with this requirement.

Reason:- In accordance with Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy and to protect pedestrians and other highway users.

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

Red line plan;
Illustrative layout; and
Drawing No. 13051-013 at Appendix No. 2 of the Transport Assessment

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

INFORMATIVE(S)

- 01 In imposing condition **** 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 These works shall include, where appropriate, replacing kerbs, footways, cycleways and verges to the proper line and level.
- 03 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 On this decision notice, the expression "Preliminary Works" shall mean only any of the following: site clearance, demolition work, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.
- 05 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.

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- 06 On this decision notice, the expression "Preliminary Works" shall mean only any of the following: site clearance, demolition work, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

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 & HOUSING

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SCHEDULE 3

**The Planning Obligations
For the
Eden Camp Site**

The Owner covenants with the District Council as follows :

THE EDEN CAMP HIGHWAY WORKS CONTRIBUTION

1. The Owner covenants with the District Council to pay the Eden Camp Highway Works Contribution to the District Council; in the following manner:-
2. to pay a Proportionate Part of the Eden Camp Highway Works Contribution to the District Council (or such other proportion or part thereof as shall have been first agreed in writing between the Owner and the District Council) within 21 days after the first Occupation of such Qualifying Floorspace as shall not have been previously Occupied PROVIDED THAT the Owner shall be at liberty to pay any part of the Eden Highway Works Contribution in whole or in part to the District Council at any time before that date

SCHEDULE 4

**Planning Obligations
For the
Showfield Site**

The Owner hereby covenants with the District Council :

EDUCATION CONTRIBUTION

1. to pay the Education Contribution to the District Council in respect of the Qualifying Houses in a Phase prior to Occupation of 50 % of the Qualifying Houses in that Phase

OPEN SPACE CONTRIBUTION

2. to pay the Showfield OS Contribution or to make available a Proportionate Part of the Showfield Alternative OS to the District Council in respect of a Phase prior to Occupation of 50 % of the Dwellings in that Phase

THE SHOWFIELD HIGHWAY WORKS CONTRIBUTION

3. The Owner covenants with the District Council to pay the Showfield Highway Works Contribution to the District Council in the following manner;
4. to pay a Proportionate Part of the Showfield Highway Works Contribution to the District Council in respect of a Phase within 21 days after the first Occupation of the first Dwelling to be Occupied on the Showfield Site in that Phase PROVIDED THAT the Owner shall be at liberty to pay any part of the Showfield Highway Works Contribution in whole or in part to the District Council at any time before that date

THE LIVESTOCK MARKET CONTRIBUTION TOWARDS THE LIVESTOCK MARKET AT THE EDEN CAMP SITE

5. to pay the Livestock Market Contribution to the District Council's Nominee within 21 days of a demand therefor

THE SMITHSON COURT/PASTURE LANE JUNCTION WORKS CONTRIBUTION

6. Unless otherwise agreed in writing with the District Council the Owner shall in the event of the implementation of Planning Permission Reference 11/00927/MOUT for a new foodstore at Wentworth Street (but not otherwise) pay to the District Council the Smithson Court / Pasture Lane Junction Enhanced Scheme Contribution within 21 days of receipt of a written demand therefor from the District Council

SCHEDULE 5

Planning obligations

For the

**Peasey Hills Site
Rainbow Lane, Malton**

The Owner hereby covenants with the District Council :

EDUCATION CONTRIBUTION

1. to pay the Peasey Hills Education Contribution (Primary) and the Peasey Hills Education Contribution (Secondary) to the District Council in respect of the Qualifying Houses in a Phase prior to Occupation of 50 % of the Qualifying Houses in that Phase

HIGHWAYS WORKS CONTRIBUTION

2. to pay the Peasey Hills Highway Contribution to the District Council in the following manner:-
3. to pay a Proportionate Part of the Peasey Hills Highway Works Contribution to the District Council in respect of a Phase within 21 days after the first Occupation of the first Dwelling to be Occupied on the Peasey Hills Site in that Phase PROVIDED THAT the Owner shall be at liberty to pay any part of the Showfield Highway Works Contribution in whole or in part to the District Council at any time before that date

SITE TRANSFER TO AN AFFORDABLE HOUSING PROVIDER

4. The Owner shall use all reasonable endeavours to transfer its freehold legal estate in the Peasey Hills Site to an Approved Affordable Housing Provider within twelve months of the satisfaction of the pre-condition in clause 3 of this Agreement and for a nil consideration free of any mortgage or legal charge but subject to all public and private rights existing at the date hereof including without limitation the terms of the Peasey Hills Planning Permission and this Agreement and subject to a covenant or agreement enforceable by the Owner or its successors in title to the other Malton Cluster Sites restricting the use of the Peasey Hills Site to the carrying out and use of the Peasey Hills Development only ("the Site Transfer").
5. If the Owner shall effect the Site Transfer it shall notify the District Council in writing of legal completion of a transfer of the said legal estate to an Approved Affordable Housing Provider within 14 days after the completion of such transfer and the Owner shall provide to the District Council a certified copy of the completed transfer

6. The Owner shall not Occupy or permit the Occupation of any Dwelling on the Peasey Hills Site until it shall have submitted an Affordable Housing Scheme to the District Council for the Relevant Phase and the units of Affordable Housing identified in an approved Affordable Housing Scheme shall not be Occupied other than as Affordable Housing for persons who satisfy the eligibility criteria in Schedule 8 PROVIDED THAT nothing in this Schedule 5 and 8 shall be binding upon :

6.1 any Protected Tenant

6.2 any Chargee provided that it shall have performed the Chargee's Duty

and furthermore nothing in this Schedule 5 or 8 shall apply to any Affordable Housing Unit upon: -

- 6.3 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
- 6.4 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
- 6.5 Any subsequent disposition of the properties following a disposal falling within paragraphs 6.3 and 6.4 above.

Chargee's Duty

7. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of the mortgage or charge any Chargee shall give not less than 3 months' prior notice to the District Council of its intention to dispose and:

- 7.1 in the event that the District Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer; or
- 7.2 if the District Council does not serve its response to the notice served under paragraph 7.1 within 2 months from the date of service of such notice then the Chargee shall be entitled to dispose of the Dwelling or Dwellings on the open market and permanently freed from the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 7 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

Schedule 6
Planning Obligations
For the
Old Malton Site

The Owner and the County Council hereby covenant with the District Council :

EDUCATION CONTRIBUTION

1. to pay the Old Malton Education Contribution (Primary) and the Old Malton Education Contribution (Secondary) to the District Council in respect of the Qualifying Dwellings in a Phase prior to Occupation of 50 % of the Qualifying Dwellings in that Phase

OPEN SPACE CONTRIBUTION

2. to pay the Old Malton OS Contribution to the District Council in the following manner:
3. To pay in respect of a Phase prior to Occupation of 50 % of the Dwellings in that Phase

THE HIGHWAY WORKS CONTRIBUTION

4. To pay the Old Malton Highway Works Contribution to the District Council in the following manner:-
5. to pay a Proportionate Part of the Old Malton Highway Works Contribution to the District Council in respect of a Phase within 21 days after the first Occupation of the first Dwelling to be Occupied on the Old Malton Site in that Phase PROVIDED THAT the Owner shall be at liberty to pay any part of the Old Malton Highway Works Contribution in whole or in part to the District Council at any time before that date

AFFORDABLE HOUSING

On-Site Provision

6. To provide the Old Malton Affordable Housing Units
 - 6.1 To procure that the Affordable Housing Units be constructed as Intermediate Dwellings on the Old Malton Site in accordance with the Old Malton 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 transfer prices as set out in part 2 schedule 10 as appropriate to each dwelling type on terms and conditions approved in writing by the Council PROVIDED ALWAYS that the Owner will not be required to provide more than 4 Affordable Housing Units on the Site.

- 6.2 As soon as reasonably practicable following the Commencement of Development to nominate in writing to the District 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 Owner will market the Affordable Housing Units ("Nomination") PROVIDED THAT if the District 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 District Council will be deemed to approve the Nomination. FURTHER it is agreed that with the District Council's prior approval the Owner 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.
- 6.3 Within 10 working days of the District Council receiving from the Owner a Nomination the District Council may notify the Owner in writing any additional Affordable Housing Providers to whom the Owner shall market the Affordable Housing Units.
- 6.4 The Owner shall as soon as reasonably practicable following a Nomination pursuant to paragraph 6.2 of this Schedule enter into negotiations with those Affordable Housing Providers which it has selected from its Nomination and those the District Council has added pursuant to paragraph 6.3 (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 transfer prices set out in schedule 9 as appropriate to each dwelling type
- 6.5 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 Owner or the District 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 Owner or the District Council may give written notice to the other ("Notice") and the Owner may select one or more additional Affordable Housing Providers from the Nomination (each such Affordable Housing Provider being a "Substitute Affordable Housing Provider").
- 6.6 The Owner 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 6.5 of this Schedule and the District Council acting reasonably is satisfied on the evidence provided by the Owner that the Owner 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 Owner 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 Owner shall within 6 weeks of a sale of any of the Affordable Housing Units on the open market pay to the District Council the Affordable Housing Contribution attributable to the relevant Affordable Housing Unit sold on the open market

6.7 Not to permit (unless the Owner is entitled to dispose of the Affordable Housing Units on the open market in accordance with the provisions of paragraph 6.6 of this Schedule): -

6.7.1 Practical Completion of the 10th Market Value Dwelling until the Owner has entered into a binding contract with one or more Relevant or Substitute Affordable Housing Providers for the disposal of the Affordable Housing Units;

6.7.2 Practical Completion of more than 15 Market Value Dwellings until 2 Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers;

6.7.3 Practical Completion of more than 29 of the Market Value Dwellings until a further 2 Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers;

6.8 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: -

6.8.1 an Intermediate Rent in respect of the Intermediate Housing.

6.8.2 to an Eligible Occupier.

6.9 Prior to the transfer of each of the Affordable Housing Units pursuant to this Schedule the Owner shall ensure

6.9.1 The relevant Affordable Housing Unit is fully serviced and accessible by vehicles and pedestrians.

6.9.2 the grant by the Owner 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;

- 6.9.3 the grant by the Owner 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
- 6.9.4 a reservation in favour of the Owner of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development
- 6.9.5 a restriction that the Intermediate Dwellings cannot be let or sub-let by or on behalf of the Eligible Occupier

6.10 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 District Council.

6.11 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 schedule 6 and 8 shall apply to:

6.11.1 any Protected Tenant

6.11.2 any Chargee provided that it shall have performed the Chargee's Duty

and therefore and furthermore nothing in schedule 5 or 8 shall apply upon: -

6.11.3 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

6.11.4 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

6.11.5 Any subsequent disposition of the properties following a disposal falling within paragraphs 6.11.3 and 6.11.4 above.

Chargee's Duty

7. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of the mortgage or charge any Chargee shall give not less than 3 months' prior notice to the District Council of its intention to dispose and:
- 7.1 in the event that the District Council responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer; or
- 7.2 if the District Council does not serve its response to the notice served under paragraph 7.2 within 2 months from the date of service of such notice then the Chargee shall be entitled to dispose of the Dwelling or Dwellings on the open market and permanently freed from the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 7 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

Schedule 7

The District Council's Covenants

The District Council covenants with the Owner, the Strategic Developer and the County Council as follows:

1. In the event that any financial contributions payable by the Owner pursuant to this Agreement with the exception of the Livestock Market Contribution remain unspent or uncommitted for a period of Ten (10) years following the date that such payment has been made or where payments are made by instalments for a period of Ten(10) years following the date that the final instalment payment has been made to the District Council then the District Council shall repay such payment (together with interest accrued on such sum at the Local Authority 7 Day Rate from the date of payment to the District Council to the date that such sum (or relevant part thereof) is repaid by the District Council) to the person who made such payment.
2. Upon the written request of the Owner or the Strategic Developer at any time after the obligations of the Owner under this Agreement have been fulfilled the District Council shall give written confirmation thereof and mark appropriately all related entries in the register of local land charges
3. Within one month of any payment by the Owners of any Community Infrastructure Levy or similar tax or levy liability for which falls upon or has been assumed by them ("the Liable Owners") in respect of the Development to pay to the Liable Owners a sum equal to the equivalent proportion of that Community Infrastructure Levy or similar tax or levy that is payable by the Liable Owners in respect of any matter that has been or is to be funded from the fund to the extent that the Liable Owners would otherwise pay for it twice
4. To expend the Showfield OS Contribution solely towards the provision of public open space in the vicinity of the Showfield Site
5. To expend the Old Malton OS Contribution solely towards the provision of public open space, in the vicinity of the Old Malton Site
6. PROVIDED THAT the Highways Contributions have been received by the District Council to pay all or any part of the Highways Contributions payable to the District Council by the Owner under this agreement to the County Council in accordance with the terms of the Funding Agreement dated 20th October 2011 between the District Council and the County Council
7. PROVIDED THAT the Education Contributions have been received by the District Council to pay each Education Contribution payable to the District Council by the Owner under this agreement to the County Council within 56 days of receipt of a reasonable request for the same from the County Council in its capacity as local education authority PROVIDED ALWAYS that the District Council will be under no obligation to pay any or part of any of the Education Contributions to the County Council unless the request from the County Council is accompanied by evidence which will satisfy the District Council that the County Council has implemented or

has a firm intention to implement in relation to each Education Contribution a scheme pursuant to the Education Purposes as defined by this Agreement.

8. PROVIDED THAT the Smithson Court / Pasture Lane Junction Enhanced Scheme Contribution has been received by the District Council to pay the Smithson Court / Pasture Lane Junction Enhanced Scheme Contribution payable to the District Council by the Owner under this agreement to the County Council within 56 days of receipt of a reasonable request for the same from the County Council in its capacity as local highway authority PROVIDED ALWAYS that the District Council will be under no obligation to pay any or part of any of the Smithson Court / Pasture Lane Junction Enhanced Scheme Contribution to the County Council unless the request from the County Council is accompanied by evidence which will satisfy the District Council that the County Council has entered into an agreement with a developer of a foodstore at Wentworth Street developed or to be developed pursuant to planning permission 14/00427/MOUTE pursuant to section 278 of the Highways Act 1980 in respect of the Enhanced Smithson Court / Pasture Lane Junction Works .

9. **USE OF THE AFFORDABLE HOUSING CONTRIBUTION**

- 9.1 The District 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: -

- 9.1.1 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;
- 9.1.2 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the District Council tenancy nomination rights for qualifying individuals;
- 9.1.3 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
- 9.1.4 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

SCHEDULE 8

Eligibility Criteria

- 1 The Owner 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

SCHEDULE 9

Affordable Housing Contribution

The Affordable Housing Contribution shall be the figure resulting from the following calculation:

The Market Value of the Affordable Housing Unit at the time that the Affordable Housing Unit is offered for sale minus the Transfer Price.

	1bed2p Flat	2bed3p Flat	2bed4p House	3bed4/5p House
Transfer prices:				
Intermediate	60,000	65,000	70,000	75,000

IN WITNESS whereof these presents have been duly executed as a Deed by the parties
hereto the day and year first before written

EXECUTED AS A DEED BY FITZWILLIAM)
TRUST CORPORATION)
LIMITED acting)
BY ITS ATTORNEY PAYNE HICKE)
~~BEACH TRUST CORPORATION LIMITED~~)



Director : *[Signature]*
Director/Secretary : *N. D. [Signature]*

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

Executed as a Deed by)
NORTH YORKSHIRE)
COUNTY COUNCIL by)
having caused its common)
seal to be affixed hereto in the)
presence of)



A handwritten signature in black ink, appearing to be "A. L. Day".

Authorised Signatory

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

Executed as a Deed by)
RYEDALE DISTRICT)
COUNCIL)
having caused its common)
seal to be affixed hereto in the)
presence of)



Minute 14/15 -
67/68/69/70
Reg No.
6797
Initials *aw*

Authorised Signatory

KAW Mitchell

IN WITNESS whereof these presents have been duly executed as a Deed by the parties
hereto the day and year first before written.

EXECUTED as a Deed by)
COMMERCIAL DEVELOPMENT)
PROJECTS LIMITED)

Acting by:

Director: G L Marshall

Director/Secretary: [Signature]