

Dated 27 August 2015

(1) Ryedale District Council

And

(2) Lindsay Marie Burr

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Agreement

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Under section 106 Town and Country Planning Act 1990 relating to land at 25-27 Commercial Street, Norton, Malton, North Yorkshire

K A WINSHIP  
COUNCIL SOLICITOR  
MALTON

THIS AGREEMENT is made on

27 August

2015

**BETWEEN:**

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH ("**the Council**");
- (2) **LINDSAY MARIE BURR** of Sutton Grange, Norton, Malton, North Yorkshire YO17 9PU ("**the Owner**");

**BACKGROUND**

- (A) For the purposes of the 1990 Act, the Council is a local planning authority for the area within which the Site is located and a person who is entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold Owner of the whole of the Site free from encumbrances that would prevent the Owner entering into this Agreement.
- (C) On 13 January 2015 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (D) The Parties have agreed to enter into this Agreement with the intention that subject to the terms of the Agreement the obligations contained in this Agreement may be enforced by the Council against the Owner and their respective successors in title.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

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

- "1990 Act"** the Town and Country Planning Act 1990
- "Affordable Housing"** affordable housing as defined in the glossary to the NPPF
- "Affordable Housing Commuted Sum"** the sum of £110,000 (one hundred and ten thousand pounds) to be used by the Council in accordance with the provisions of this Agreement
- "Affordable Housing"** a sum to be agreed with the Council (or if not

**Contribution"**

agreed determined under Clause 7 of this Agreement) to be calculated as follows:

A – B

Where:

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

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

**"Affordable Housing Provider"**

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

**"Affordable Housing Units"**

the 18 Affordable Housing units to be provided as part of the Development and made available to people in need of affordable housing being Plots 14-18, 33-37, 49-53 and 60-62 shown edged in blue on Plans 2 3 4 and 5 and where the tenures for which shall be split as follows:

- 1. Plots 14-16, 33-35, 49-51 and 60 - 62 Social Rent Housing; and
- 2. Plots 17,18 36-37 and 52-53 Affordable Rent Housing

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

**"Affordable Rent Housing"**

the 6 Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to

	<p>this Agreement and made available at a rent of no more than 80% of the local market rent (including services, where applicable)</p>
<b>“Commencement Date”</b>	<p>the date specified in <b>clause 3.1</b> and Commencement of Development shall be construed accordingly</p>
<b>“Development”</b>	<p>erection of 37no. 1-bed apartments, 20no. 2-bed apartments, 5no. 3-bed dwellings with undercroft parking, private and communal amenity areas, landscaping, alteration to existing vehicular access and erection of street front commercial unit with one bed studio above.</p>
<b>“Dwellings”</b>	<p>all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and “Dwelling” shall be construed accordingly</p>
<b>“Education Contribution”</b>	<p>the sum of £84,975 (eighty-four thousand nine hundred and seventy five pounds) for the provision of Primary Education in Norton</p>
<b>“Eligible Occupier”</b>	<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>
<b>“Housing Services Manager”</b>	<p>the housing services manager of the Council or a person nominated by the Council to discharge functions of the housing services manager</p>
<b>“Market Dwellings”</b>	<p>that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing and “Market Dwelling” shall be construed accordingly</p>
<b>“New Permission”</b>	<p>a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Owner to be in breach of any or all of</p>

	the provisions contained in this Agreement
<b>"NPPF"</b>	the Communities and Local Government National Planning Policy Framework dated March 2012
<b>"Occupation"</b>	occupation for the purposes authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purpose of constructing fitting out or decorating or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be constructed accordingly
<b>"Off Site Public Open Space Contribution"</b>	the sum of £79,500 (seventy-nine thousand five hundred pounds) for the provision and enhancement of Public Open Space in the vicinity of Malton and Norton.
<b>"Plan 1"</b>	the plan attached to this Agreement carrying drawing number YEW-277-015A (Site Location plan)
<b>"Plan 2"</b>	the plan attached to this Agreement and carrying number YEW-277-015 11 (Ground Floor Plan)
<b>"Plan 3"</b>	the plan attached to this Agreement and carrying number YEW-277-015 12 (First Floor Plan)
<b>"Plan 4"</b>	the plan attached to this Agreement and carrying number YEW-277-015 13 (Second Floor Plan)
<b>"Plan 5"</b>	the plan attached to this Agreement and carrying number YEW-277-015 14 (Third Floor/ Loft Plan)
<b>"Planning Application"</b>	an application for outline planning permission for the carrying out of the Development made by the Owner and validated by the Council on 5 September 2014, carrying the reference 14/00947/MFUL
<b>"Planning Permission"</b>	the planning permission that may be granted in pursuance of the Planning Application in the form

set out in **Schedule 1**

**“Practical Completion”**

means the completion of all of the construction of the Dwelling that has to be done, 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.

**“Primary Education”**

has the meaning given to it in section 2 of the Education Act 1996

**“Site”**

the freehold property known as land at 25-27 Commercial Street, Norton Malton, North Yorkshire registered at HM Land Registry under the Title Number and shown for identification edged red on Plan 1

**“Social Rent Housing”**

the 12 Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and made available as social rent housing at a rent which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area prior to the introduction of the “Affordable Homes Programme - Framework” to the Social Rented Housing and which sum shall be agreed for lettings between the Owner and the Housing Services Manager and the Affordable Housing Provider or Substitute Affordable Housing Provider (whichever has taken the transfer of the Social Rented Housing) in accordance with Government social rents at the time and thereafter any increases shall be in accordance with the Affordable Housing Provider's or Substitute Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council

<b>"Transfer Prices"</b>	1bed apartments	£50,000 (fifty thousand pounds) – per dwelling
	2 bed apartments	£55,000 (fifty-five thousand pounds) – per dwelling

**"Title Number"** NYK 395314

**1.2 In this Agreement:**

1.2.1 the clause headings do not affect its interpretation;

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

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

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

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

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act and any successor local highway authority or local education authority exercising powers under the 1980 Act or the Education Acts;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and

1.2.9 if any provision in this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

## **2. EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.

2.4 This Agreement will be registered as a local land charge by the Council.

2.5 The obligations in this Agreement will not be enforceable against:

2.5.1 the Owners or occupiers of an individual Market Dwelling erected on the Site pursuant to the Planning Permission; or

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

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



### 3. COMMENCEMENT DATE

- 3.1 The obligations contained in **clauses 4.1 to 4.3** and the Schedules referred to in those clauses do not come into effect until the grant of the Planning Permission and the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)
- 3.2 The Commencement Date will not be triggered by any of the following operations:
- 3.2.1 site investigations or surveys;
  - 3.2.2 site decontamination;
  - 3.2.3 construction of access and service roads;
  - 3.2.4 the clearance or regrading of the Site;
  - 3.2.5 works for the provision or diversion of drainage or mains services to prepare the Site for development; or
  - 3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Site.
  - 3.2.7 demolition work
  - 3.2.8 archaeological investigations
  - 3.2.9 investigations for the purpose of assessing ground conditions including remedial work in respect of any contamination or other adverse ground conditions.
  - 3.2.10 the temporary display of site notices or advertisements

### 4. OBLIGATIONS OF THE PARTIES

- 4.1 The Owner agrees with the Council to comply with the obligations set out in **Schedules 2, 3, 4, 5 and 6** in relation to the Development.
- 4.2 The Council covenants with the Owner to comply with its obligations set out in **Schedule 2, 3, 4 and 5**.
- 4.3 The Council covenants with the Owner that it will issue the Planning Permission within ten working days of the date of this Agreement.

4.4 The Council covenants with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4.5 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this **clause 4.5**.

4.6 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed being not more than £1100 plus VAT

#### 5. **TERMINATION OF THIS AGREEMENT**

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time.

5.1.2 the Planning Permission expires before the Commencement Date without having been implemented; or

5.1.3 at any time after the date of the this Agreement, the Council or any other competent authority grants a New Permission under which development is implemented for the purposes of section 56 of the 1990 Act.

5.2 **Clause 5.1.1** will not apply in respect of any non-material amendment to the Planning Permission granted pursuant to an application made under section 96A of the 1990 Act prior to the Commencement Date.

5.3 Where the Agreement comes to an end under **clause 5.1** the Council is to forthwith vacate or cancel the entries made in the Local Land Charges registers in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

- 5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
- 5.5 If the Owner make a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.
- 5.6 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## 6. NOTICES

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

## 7. DETERMINATION OF DISPUTES

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

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

- 7.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 7.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 7.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 7**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 7.7 This **clause 7** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## 8. **COMMUNITY INFRASTRUCTURE LEVY**

- 8.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.
- 8.2 If, after the date of this Agreement, a CIL is introduced that is applicable to the Development then the parties to this Agreement will use reasonable endeavours to agree variations to this Agreement with the intent that:
- 8.2.1 the planning benefits secured by this Agreement should continue to be secured and delivered; and
- 8.2.2 the Owner should not be in a position where they are in a financially worse position because of CIL in respect of the obligations contained in the Schedules than they would be if they performed the obligations in this Agreement and no CIL had been introduced.

## 9. **JURISDICTION**

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.
- 9.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

10. EXECUTION

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

**SCHEDULE 1**

**Draft Planning Permission**

## **RYEDALE DISTRICT COUNCIL**

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

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

**Application No:** 14/00947/MFUL

**Proposal:** Erection of 37no. one bedroom apartments. 20no. two bedroom apartments, 5no. three bedroom dwellings with undercroft parking, private and communal amenity areas, landscaping, alteration to existing vehicular access and erection of street front commercial unit with one bed studio above

**at:** ATS Euromaster 25 - 27 Commercial Street Norton Malton North Yorkshire YO17 9HX

**for:** Mr Paul Sedman

**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 SP7 Town Centres and Retailing  
Local Plan Strategy - Policy SP11 Community Facilities and Services  
Local Plan Strategy - Policy SP12 Heritage  
Local Plan Strategy - Policy SP16 Design  
Local Plan Strategy - Policy SP17 Managing Air Quality, Land and Water Resources  
Local Plan Strategy - Policy SP18 Renewable and Low Carbon Energy  
Local Plan Strategy - Policy SP19 Presumption in Favour of Sustainable Development  
Local Plan Strategy - Policy SP20 Generic Development Management Issues  
Local Plan Strategy - Policy SP22 Planning Obligations, Developer Contributions and the Community Infrastructure Levy  
National Planning Policy Framework  
National Planning Policy Guidance

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**CONDITIONS AND ASSOCIATED REASONS**

- 01 The development hereby permitted shall be begun on or before .
- Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Before the development hereby permitted is commenced, or such longer period as may be agreed in writing with the Local Planning Authority, details and samples of the materials to be used on the exterior of the building the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan Local Plan Strategy.
- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.
- 04 Prior to the commencement of the development, details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority
- Reason: To ensure an appropriate appearance and to comply with the requirements of Policies SP16 and SP20 of the Ryedale Plan - Local Plan Strategy
- 05 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works or the depositing of material on the site, unless the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:
- (1) Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
    - (a) the proposed highway layout including the highway boundary
    - (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

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- (g) lining and signing
- (h) traffic calming measures
- (i) all types of surfacing (including tactiles), kerbing and edging.

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

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

(3) Full highway construction details including:

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

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

(5) Details of all proposed street lighting.

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

(7) Full working drawings for any structures which affect or form part of the highway network.

(8) A programme for completing the works.

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

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

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

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

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

- 07 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 Policy 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.

- 08 There shall be no movement by construction or other vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until that part of the access(es) extending 20 metres into the site from the carriageway on the existing highway has been made up and surfaced in accordance with the approved details and/or Standard Detail number A1 and the published Specification of the Highway Authority. All works shall accord with the approved details unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority. Any damage during use of the access until the completion of all the permanent works shall be repaired immediately.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to ensure a satisfactory means of access to the site from the public highway in the interests of vehicle and pedestrian safety and convenience.

- 09 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing YEW-277-015 02 Rev C. 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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- 10 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.

- 11 During construction works, there shall be no:
- (a) Light Goods Vehicles exceeding 3.5 tonnes
  - (b) Medium Goods Vehicles up to 7.5 tonnes
  - (c) Heavy Goods Vehicles exceeding 7.5 tonnes

permitted to arrive, depart, be loaded or unloaded on Sundays or a Bank Holiday, nor at any time, except between the hours of 07:30 to 16:30 on Mondays to Fridays and 09:00 to 13:00 on Saturdays.

Reason:- In accordance with Policy SP20 of the Ryedale Plan - Local Plan Strategy and to avoid conflict with vulnerable road users.

- 12 Unless otherwise approved in writing by the Local Planning Authority, there shall be no HCV's brought onto the site until a survey recording the condition of the existing highway (Commercial Street - for 25 metres either side of the access centre line) has been carried out in a manner approved in writing by 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 and the general amenity of the area.

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

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

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(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 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.

15 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, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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

Reason:- To ensure that the development can be properly drained and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 17 Unless otherwise approved in writing by the local planning authority, there shall be no piped discharge of surface water from the development prior to the completion of the approved surface water drainage works and no buildings shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason:- To ensure that no foul or surface water discharges take place until proper provision has been made for their disposal and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 18 The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by Yew Tree Associates dated 20 August 2014, and the following mitigation measures detailed within the FRA:

1. Finished floor levels are set no lower than 20.5m above Ordnance Datum (AOD).
2. The flood proof/resilience measures as detailed in Chapter 6 are incorporated into the development.
3. Undercroft car parking is to be provided in accordance with the FRA and drawing no. YEW-277-015 10 and shall allow the free ingress/egress of possible future flood flows.

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.

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.
3. To ensure that the proposed development does not displace possible future flood flows onto others and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 19 Prior to any of the dwellings hereby approved being brought into use, the developer shall make available the details of the Flood Evacuation Plan and contact details for the Emergency Helpline to future residents as set out in Appendix 2 of the Flood Risk Assessment submitted by Yew Tree Associates dated 20 August 2014.

Reason:- To ensure that residents are made aware of the intended safe exit from the site in a flood event and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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- 20 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:

- A 30% reduction in the discharge or surface water run-off (to include detailed calculations)
- Details of where the site currently drains to and where it is proposed to drain to. In any event the amount of surface water discharged to the public sewer shall not exceed twenty (20) litres/second.
- 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 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 Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 21 The applicant shall carry out a hydrogeological risk assessment to determine:

- The nature and extent of any land contamination present on the site
- The depth and seasonal range of groundwater levels within the superficial drift
- The level of risk to the River Derwent arising from the proposed development
- Appropriate mitigation measures designed to reduce any unacceptable risk to the river, to acceptable levels.

Reason:- To ensure risks to surface water and groundwater receptors from the proposed development are adequately understood and controlled and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

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- 22 The applicant shall produce a construction environmental management plan including working practices and methodologies that will minimise the risk of mobilising any contamination present in the subsurface, and introduction of other pollutants during the construction phase of the development.

Reason:- To ensure that risk to the water environment is managed during the construction phase of the proposed development and to satisfy Policies SP10, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 23 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
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: To ensure that the archaeological interest of the sight is properly investigated, recorded and preserved and to satisfy Policy SP12 of the Ryedale Plan - Local Plan Strategy.

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- 24 Prior to the commencement of the development a drawing showing the trees to be retained, and the alignment and design of protective fencing to be afforded to those tree to be retained immediately to the north of the site shall be submitted to the Local Planning Authority for approval in writing. The approved fencing shall be erected prior to the commencement of the development and shall remain in situ until its completion.

Reason:- To ensure that the long-term health of the trees to be retained immediately to the north of the site boundary is not compromised as a consequence of development, in the interests of visual amenity, and in accordance with Policy SP13 of the Ryedale Plan - Local Plan Strategy.

- 25 The landscaping proposals annotated on drawing No. CSN L1 dated August 2014 shall be implemented in its entirety within the first available planting season (Nov ' March) If within a period of five years after planting any tree or plant is removed, dies or becomes, in the opinion of the Local Planning Authority, seriously damaged, defective or diseased, another tree or plant of the same species and size as that originally approved shall be planted at the same place, within the next planting season, unless the Local Planning Authority gives its written consent to any variation.

Reason: To enhance the development and in accordance with Policy SP13 of the Ryedale Plan - Local Plan Strategy.

- 26 All ecological measures and/or works shall be carried out in accordance with the details contained in section 10 of the Ecological Assessment for site at 25 -27Commercial St, Norton (MAB July 2013) as already submitted with the planning application and agreed in principle with the Local Planning Authority prior to determination.

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

- 27 Prior to the construction of any of the dwellings on site a detailed noise mitigation plan, including perimeter noise mitigation measures in the form of barriers or fences shall be submitted to and approved by Ryedale Council Planning Department, which demonstrates that indoor ambient noise levels in all proposed dwellings on the site will be commensurate with Table 4 of BS8233:2014, as follows:

Table 4 Indoor ambient noise levels for dwellings

Activity	Location	07:00 to 23:00	23:00 to 07:00
Resting	Living room	35 dB $L_{Aeq,16hour}$	—
Dining	Dining room/area	40 dB $L_{Aeq,16hour}$	—
Sleeping (daytime resting)	Bedroom	35 dB $L_{Aeq,16hour}$	30 dB $L_{Aeq,8hour}$

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

The study shall also demonstrate that indoor levels can be achieved with windows to habitable rooms open(NB: A partially opened window is defined, for the purposes of this condition, is a window opening which provides 50,000 mm<sup>2</sup> of open area).

The approved noise mitigation plan and associated measures shall be fully implemented on site prior to the first occupation of any of the dwellings hereby approved, unless otherwise approved in writing with the Local Planning Authority.

Reason:- In order to provide for a satisfactory level of amenity for the future occupiers of the dwellings of the dwellings hereby approved and to satisfy the requirements of Policies SP6 and SP20 of the adopted Ryedale Plan - Local Plan Strategy.

28 Prior to any development onsite including engineering works a construction management plan must be submitted to the Local Planning Authority for approval. This should specify the measures to deal with impacts from noise, vibration, dust and vehicle movements, and should indicate clearly operating and delivery hours onsite. It must be followed until development works have been completed.

29 Prior to the commencement of development on site, full details of a scheme for the provision of electric charging points shall be submitted to the Local Planning Authority for approval. The scheme shall make provision for one charging point for each private parking space, plus some provision for visitor parking.

The approved electric charging points shall be fully implemented on-site before the first occupation of the respective unit(s) to which they relate.

Reason:- In order to support resources for the use of low emission vehicles and to mitigate the potential impact of the development on the nearby Malton Air Quality Management Area, and to satisfy the requirements of Policies SP17 and SP18 of the adopted Ryedale Plan - Local Plan Strategy.

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

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Reason: Land contamination may exist in areas of the site that have not been subject to intrusive site investigation; for example beneath existing buildings. This condition is recommended to ensure that any unexpected contamination encountered during the development works is appropriately investigated and remediated and to satisfy Policy SP of the Ryedale Plan - Local Plan Strategy.

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

Drawing No. YEW-277-015 A - Location Plan;  
Drawing No. YEW-277-015 01 - Existing Site Plan;  
Drawing No. YEW-277-015 02 D - Proposed Site Plan;  
Drawing No. YEW-277-015 03 B - Site Elevations (sheet 1 of 2);  
Drawing No. YEW-277-015 05 B - Proposed Elevations (sheet 1 of 2);  
Drawing No. YEW-277-015 06 B - Elevations (sheet 1 of 3);  
Drawing No. YEW-277-015 07 B - Elevations (sheet 2 of 3);  
Drawing No. YEW-277-015 08 B - Elevations (sheet 3 of 3);  
Drawing No. YEW-277-015 10 C - Proposed Basement Plan;  
Drawing No. YEW-277-015 11 A - Proposed Ground Floor Plan;  
Drawing No. YEW-277-015 12 A - Proposed First Floor Plan;  
Drawing No. YEW-277-015 13 A - Proposed Second Floor Plan; and  
Drawing No. YEW-277-015 14 A - Proposed Third Floor Plan

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

**INFORMATIVE(S)**

- 01 In imposing condition 05 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 You are advised that a separate licence will be required from the Highway Authority in order to allow any works in the adopted highway to be carried out. The 'Specification for Housing and Industrial Estate Roads and Private Street Works' published by North Yorkshire County Council, the Highway Authority, is available at the County Council's offices. The local office of the Highway Authority will also be pleased to provide the detailed constructional specification referred to in this condition.

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- 03 There shall be no site clearance, demolition, excavation or depositing of material in connection with the construction of the development until proposals to make a Traffic Regulation Order for 'no waiting at any time' along the whole length of the new estate road have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The approved details shall, at the applicant's expense, undergo the legal process required. Subject to the successful completion of this legal process, the measures will be implemented at the applicant's cost prior to the development being brought into use.

**NOTE:** Any non-standard design specification or installation proposed may require the payment of a commuted sum to the Highways Authority as part of any Section 38 Agreement under the Highways Act 1980 entered into for infrastructure to be adopted. This is to cover for extra-ordinary maintenance and re-building costs over the lifetime of such works.

- 04 The developer should also note that the site drainage details submitted have not been approved for the purposes of adoption or diversion. If the developer wishes to have the sewer included in a sewer adoption/diversion agreement with Yorkshire Water (under Sections 104 and 185 of the Water Industry Act 1991), they should contact our Developer Services Team (tel 0345 1208482, fax 01274 303047) at the earliest opportunity. Sewers intended for adoption and diversion should be designed and constructed in accordance with the WRc publication 'Sewers for Adoption - a design and construction guide for developers' 6th Edition, as supplemented by Yorkshire Water's requirements.

No land drainage to be connected / discharge to public sewer.

- 05 Advice to Local Planning Authority - emergency response procedures

The Environment Agency does not normally comment on or approve the adequacy of flood emergency response procedures accompanying development proposals, as we do not carry out these roles during a flood. This extends to the provision of a Place of Safety. Our involvement with this development during an emergency will be limited to delivering flood warnings to occupants/users covered by our flood warning network.

**Footnote :**

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

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

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HEAD OF PLANNING & HOUSING

DRAFT

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## SCHEDULE 2

### Affordable Housing Obligations

#### 1 AFFORDABLE DWELLINGS

##### On-Site Provision

1.1 To procure that the Affordable Housing Units be constructed on the site in accordance with the Planning Permission and approved plans and of 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 the Housing Services Manager having received the specification the Housing Services Manager's approval will be deemed to have been given for the purposes of the offer of disposal to a Affordable Housing Provider or a Substitute Affordable Housing Provider at the Transfer Prices on terms and conditions approved in writing by the Council (such approval not to be unreasonably withheld or delayed) **PROVIDED ALWAYS** that the Owner will not be required to provide more than 18 Affordable Housing Units on the Land.

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

- 1.3 Within 10 working days of the Council receiving from the Owner a Nomination the Council may notify the Owner in writing any additional Affordable Housing Providers to whom the Owner shall market the Affordable Housing Units.
- 1.4 The Owner shall as soon as reasonably practicable following a Nomination pursuant to paragraph 1.2 of this Schedule offer to enter into negotiations with those Affordable Housing Providers which it has selected from its Nomination and those the Council has added pursuant to paragraph 1.3 (together "the Affordable Housing Providers") and use reasonable endeavours to contract to transfer the Affordable Housing Units to be constructed within the Development to such of the Affordable Housing Providers which express an interest in acquiring those dwellings at the Transfer Prices
- 1.5 In the event that the Affordable Housing Providers decline 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's or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Affordable Housing Providers for the transfer of some or all of the Affordable Housing Units within a period of three months from the date of the offer referred to in paragraph 1.4 of this Schedule the Owner or the 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").
- 1.6 The Owner shall offer to enter into negotiations with the Substitute Affordable Housing Provider(s) to contract to transfer to it the Affordable Housing Units to be constructed within the Development (or any individual unit or units comprised in the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to another Affordable Housing Provider) on the terms of this Agreement and if the Substitute Affordable Housing Provider declines or is unable to accept the transfer of some or all of the Affordable Housing Units to be constructed within the Development (or any individual unit or units comprised in the Affordable Housing Units that has/have not been transferred or may not have been contracted to be sold to a Affordable Housing Provider) within a period of three months from the date of the offer referred to in paragraph 1.5 of this Schedule and the Council acting reasonably is satisfied on the evidence provided by the 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 all or 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 transferred or 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 the completion of the sale of each of the Affordable Housing Units on the open market pay to the Council the Affordable Housing Contribution attributable to the relevant Affordable Housing Unit sold on the open market

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

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

1.7.1 Occupation of the 34th Market Dwelling or 75% of the Market Dwellings whichever first occurs until the Affordable Housing Units have been constructed and transferred to one or more Affordable Housing Providers or the Council has permitted the disposal of all or any remaining Affordable Housing Units pursuant to paragraph 1.6 of this Schedule 2

1.8 It shall be a term of the sale of each of the Affordable Housing Units that the Affordable Housing Provider and / or the Substitute Affordable Housing Provider as the case may be shall not dispose of or cause or permit the disposal of the Affordable Housing Units other than for the purpose of providing a tenancy at: -

1.8.1 a social rent in respect of the Social Rented Dwellings; and



- 1.8.2 an affordable rent in respect of the Affordable Rent Housing.  
to an Eligible Occupier.
- 1.9 Prior to the transfer of each of the Affordable Housing Units pursuant to this Schedule the Owner shall ensure
- 1.9.1 The relevant Affordable Housing Unit is fully serviced and accessible by vehicles and pedestrians;
- 1.9.2 the grant by the 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;
- 1.9.3 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;
- 1.9.4 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; and
- 1.9.5 a restriction that the Affordable Housing cannot be let or sub-let by or on behalf of the Eligible Occupier
- 1.10 To supply within 14 working days from the date of the relevant transfer of the Affordable Housing Units to a Affordable Housing Provider and / or a Substitute Affordable Housing Provider as the case may be a copy of the relevant transfer to the Council.
- 1.11 Any transfer of the Affordable Housing Units to a Affordable Housing Provider or a Substitute Affordable Housing Provider shall contain reasonable provisions ensuring that the Affordable Housing Units remain available at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision but nothing in this schedule shall apply upon: -

- 1.11.1 The exercise by any person of a statutory right to buy, right to acquire or right to staircase out and acquire a 100% interest in the Affordable Housing Units under the terms of a shared Ownership lease based substantially on the Homes and Communities Agency's model lease; or
- 1.11.2 The exercise of its power of sale by a mortgagee of any of the Affordable Housing Units or the sale by a receiver appointed by a mortgagee of any of the Affordable Housing Units pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order; or
- 1.11.3 Any subsequent disposition of the properties following a disposal falling within paragraphs 1.11.1 and 1.11.2 above.

### **SCHEDULE 3**

#### **Education Contribution**

- 1. Payment of the Education Contribution**
  - 1.1 The Owner agrees to pay to the Council the Education Contribution prior to Occupation of the 34<sup>th</sup> Market Dwelling on the Site
- 2. Use of the Education Contribution**
  - 2.1 The Council covenants to pay the Education Contribution to North Yorkshire County Council as soon as reasonably practicable after receiving the Education Contribution but solely on the condition that North Yorkshire County Council applies the Education Contribution for the purpose of procuring the provision of additional primary classrooms and facilities and/or other improvements to existing schools within the Norton area of Ryedale and for no other purpose.
- 3. Repayment of the Education Contribution**
  - 3.1 The Council covenants with the Owner to use all of the Education Contribution for the purposes specified in paragraph 2.1 above
  - 3.2 The Council covenants with both the Owner that it will repay to the Owner as the case maybe such amount of the Education Contribution which has not been expended in accordance with the provisions of paragraph 2.1 above within 5 years of the date of receipt by the Council of such payment together with interest of Bank of England base rate from time to time for the period from the date of payment to the date of refund.
  - 3.3 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the use of the Education Contribution under the terms of this Agreement.

## **SCHEDULE 4**

### **Affordable Housing Commuted Sum**

#### **1. Payment of the Affordable Housing Commuted Sum**

- 1.1 The Owner agree to pay to the Council the Affordable Housing Commuted Sum within 28 days of a the Transfer of all the Affordable Housing Units to an Affordable Housing Provider or Substitute Affordable Housing Provider in accordance with paragraphs 1.1 to 1.5 of Schedule 1 above; or in default the completion of the sale of all the remaining Affordable Housing Units on the open market in accordance with paragraph 1.6 of Schedule 1 above;

#### **2. Use Of The Affordable Housing Commuted Sum And Affordable Housing Contribution**

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

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

2.1.2 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals; or

2.1.3 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; or

2.1.4 Support for the Rural Housing Enabler/Affordable Development Officer functions at the Council

#### **3 Repayment of Affordable Housing Commuted Sum**

- 3.1 The Council hereby covenants with the Owner to use all of the Affordable Housing Commuted Sum for the purposes specified in paragraph 2.1 above

3.2 The Council covenants with the Owner that it will repay to the Owner as the case maybe such amount of the Affordable Housing Commuted Sum which has not been expended in accordance with provisions of paragraph 2.1 above within 5 years of the date of receipt by the Council of such payment together with interest at Bank of England base rate from time to time for the period from the date of payment to the date of refund.

3.3 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the use of the Affordable Housing Commuted Sum under the terms of this Agreement.

## **SCHEDULE 5**

### **PUBLIC OPEN SPACE CONTRIBUTION**

#### **1. Payment of the Public Open Space Contribution**

- 1.1 The Owner agree to pay to the Council the Public Open Space Contribution prior to Occupation of the 34<sup>th</sup> Market Dwelling

#### **2. Use of the Public Open Space Contribution**

- 2.1 The Council covenants to use the Public Open Space Contribution solely for the provision and enhancement of Public Open Space within the vicinity of Malton and Norton.

#### **3. Repayment of Public Open Space Contribution**

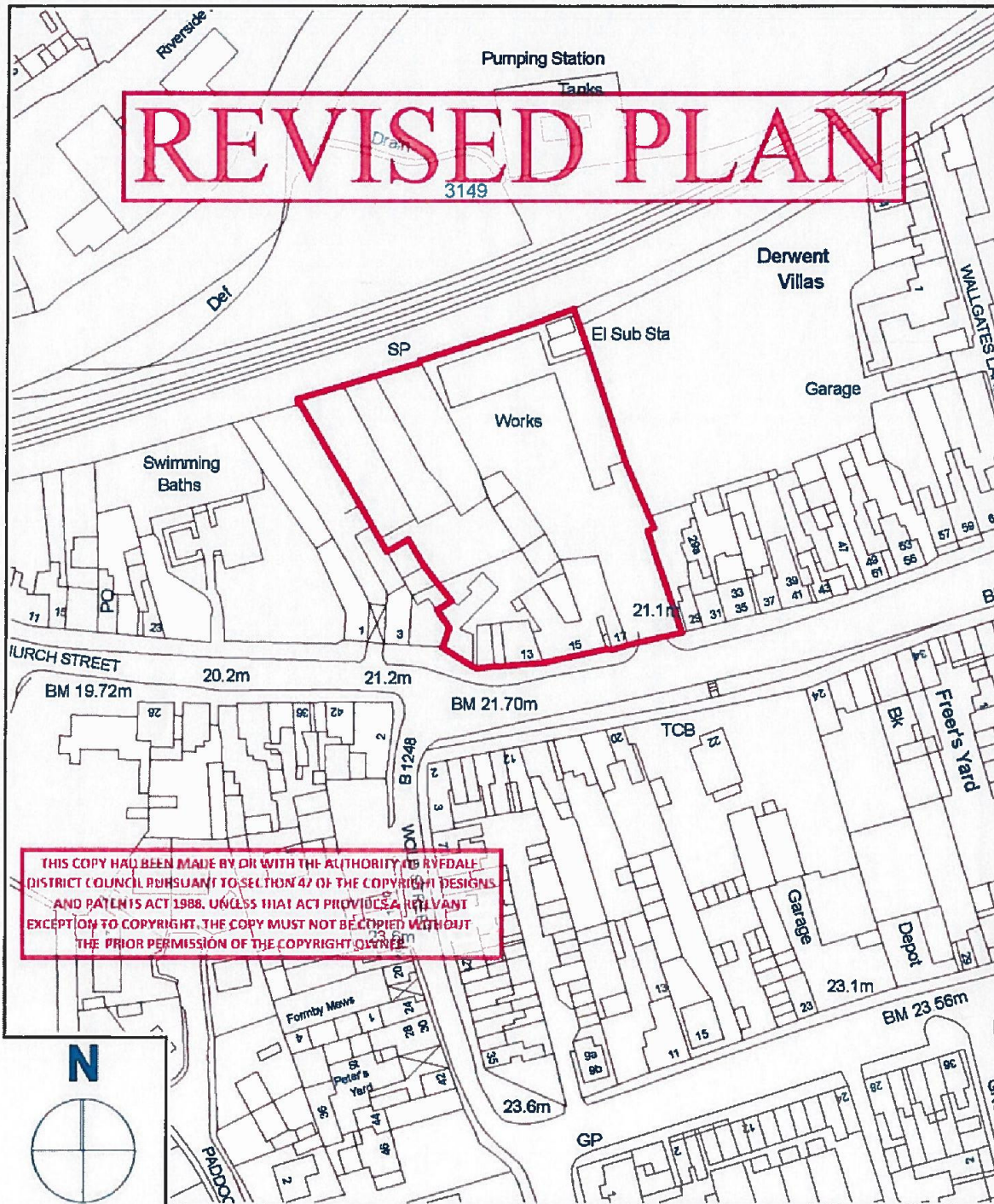
- 3.1 The Council hereby covenants with the Owner to use all of the Public Open Space Contribution for the purposes specified in paragraph 2.1 above.
- 3.2 The Council hereby covenants with both the Owner that it will repay to the Owner as the case maybe such amount of the Public Open Space Contribution which has not been expended in accordance with the provisions of paragraph 2.1 above within 5 years of the date of receipt by the Council of such payment together with interest at Bank of England base rate from time to time for the period from the date of payment to the date of refund
- 3.3 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the use of the Public Open Space Contribution under the terms of this Agreement.

## SCHEDULE 6

### 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 2 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 2 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 2 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 2 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

Plan 1



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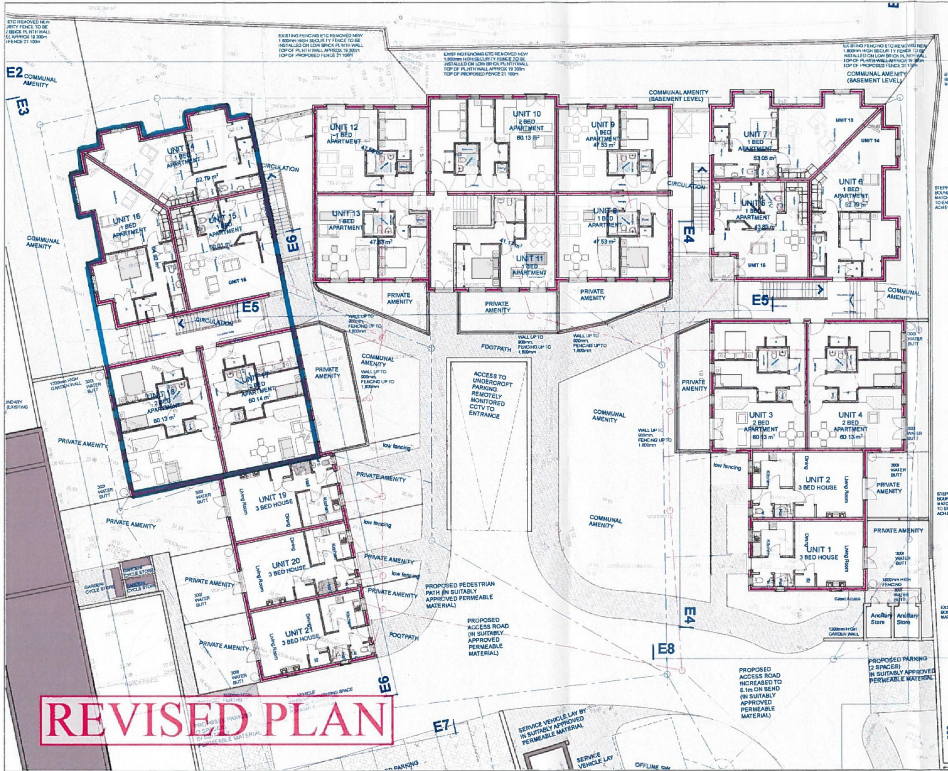
**MR PAUL SEDMAN**  
**PROPOSED RESIDENTIAL DEVELOPMENT**  
 ATS TYRE SITE, COMMERCIAL STREET, NORTON  
**YEW-277-015A LOCATION PLAN**  
 MAY 13                      SCALE 1:1250 @ A4

**The Planning & Design Partnership**  
 PLANNING. ARCHITECTURE. INTERIORS. LANDSCAPE  
 The Chicory Barn Studio,  
 The Old Brickyards, Moor Lane, Stamford Bridge,  
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*Paul Sedman*



Plan 2



1. The development has been designed to maximize the use of the site area and to provide a high quality residential development. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

2. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

3. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

4. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

5. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

6. The development is designed to provide a mix of residential uses and to provide a high quality residential development.

MR PAUL SEDMAN

PROPOSED RESIDENTIAL DEVELOPMENT  
475 WEST 19TH STREET, MANHATTAN

Proposed

Drawing

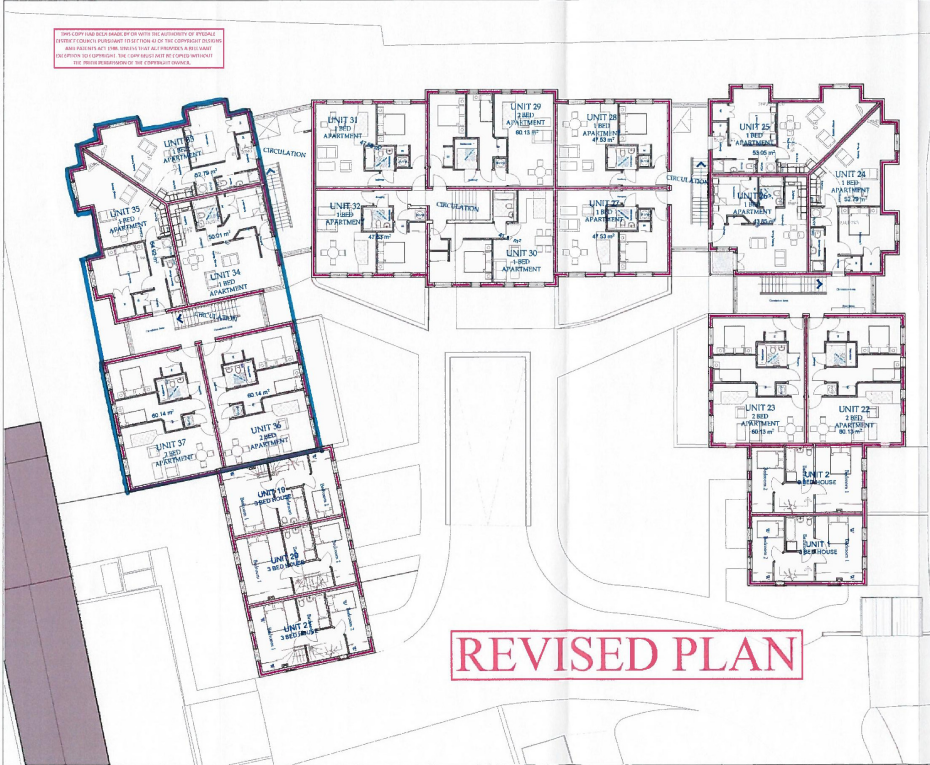
PROPOSED GROUND FLOOR PLAN

Date	MARCH 15	Sheet	
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Block	PLANNING		
Job No.	YEW-277-015 11		

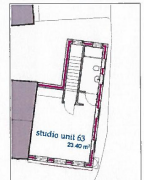
*Handwritten signature: Paul Sedman*

Plan 3

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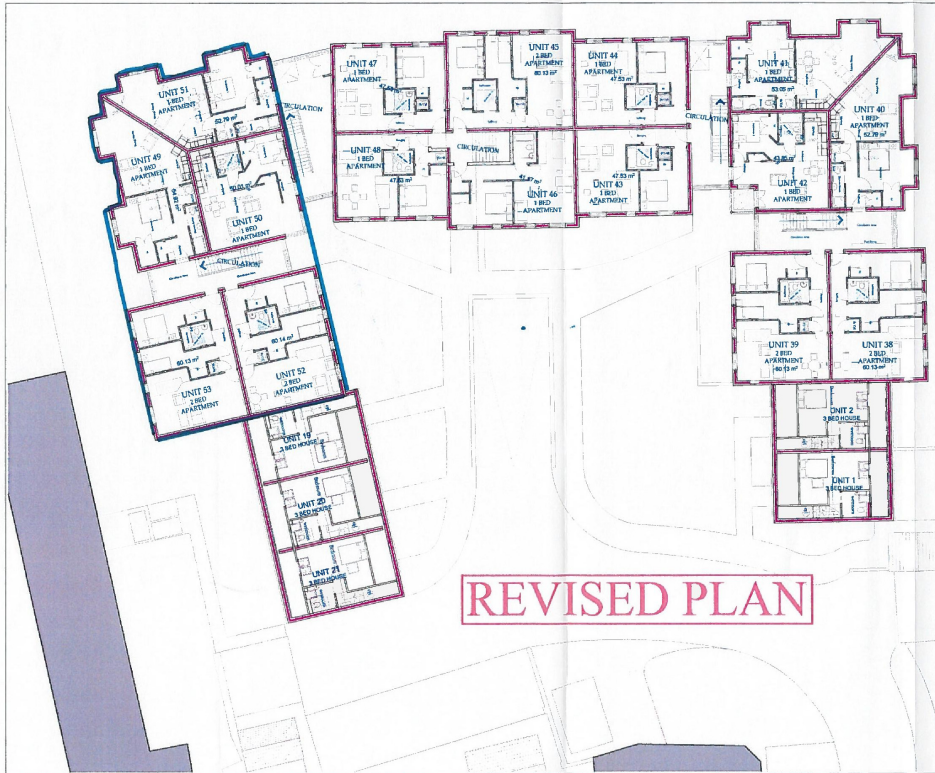
FIRST FLOOR TO COMMERCIAL UNIT

**The Planning & Design Partnership**  
PLANNING AND DESIGN PARTNERSHIP  
The Clarendon House,  
The Old Rectory, Moor Lane, Stamford Bridge,  
York, The City of York, YO1 1GQ.  
Telephone: 01753 374766 Fax: 01753 374850  
Email: info@pdp.co.uk www.pdp.co.uk

DATE: MR PAUL SEDMAN  
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT AT 75 THE SITE, COMMERCIAL STREET, NOTTINGHAM  
DRAWING: PROPOSED FIRST FLOOR PLAN  
DATE: MARCH 13 DRAWN: [Signature]  
SCALE: 1:500 @ A1 DATE: A  
REVISION: PLANNING  
NO: YEW-277-015 12

[Handwritten signature]

Plan 1



NOTES:  
1. Check dimensions and locations of all units, corridors, and other areas. All dimensions are given in feet and inches. Round all dimensions to the nearest 1/4 inch.  
2. All doors shall swing open into common areas unless otherwise noted.  
3. All windows shall be double-paneled, insulated, and operable. All windows shall be 2' high and 3' wide.  
4. All walls shall be 5/8\"/>

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REV. 03/11/13

**The Planning & Design Partnership**  
PLANNING ARCHITECTURE INTERIORS LANDSCAPE

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Client: **MR PAUL SEDMAN**

Project: **PROPOSED RESIDENTIAL DEVELOPMENT**  
AT 375 E 81ST, COMMERCIAL STREET, MORTON

Drawn by: **PROPOSED SECOND FLOOR PLAN**

Date: MARCH 13 2013

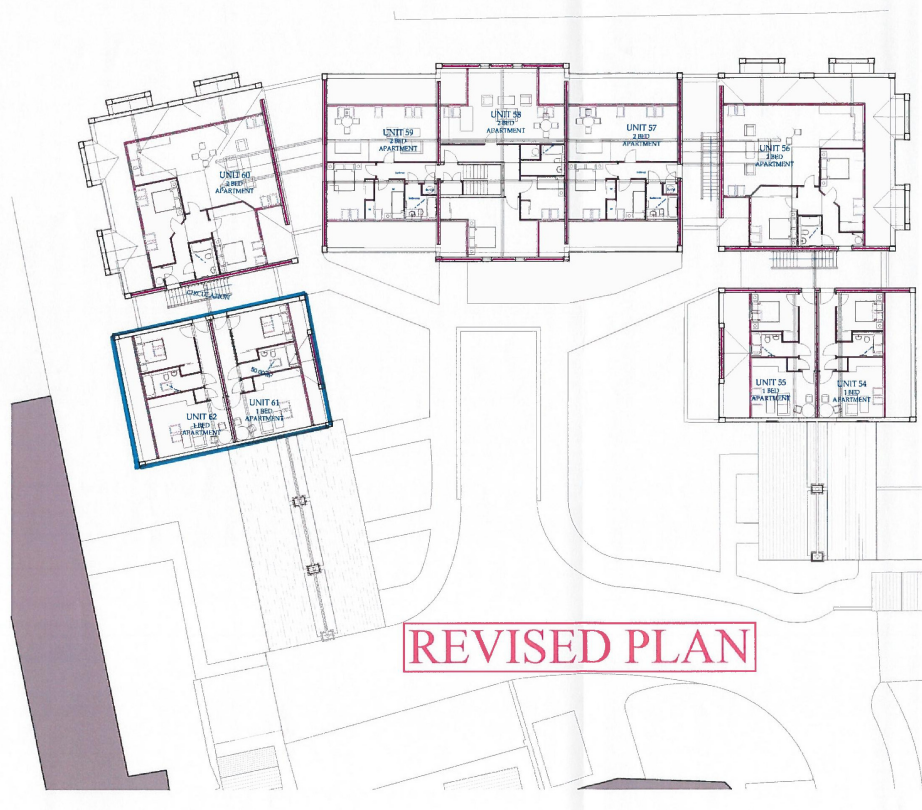
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Sheet: **PLANNING**

Drawn by: **YEW-277-015 13**

*(Handwritten signature and initials)*

Pl 5



REVISED PLAN

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**REVISIONS**  
 This plan has been revised to reflect the requirements of the relevant legislation and regulations. The Planning & Design Partnership is not responsible for any costs or expenses incurred by the client in connection with this project.

**The Planning & Design Partnership**  
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 York, The City of York, YO41 1BU.  
 Telephone 01904 371816 Fax 01904 371810  
 Email info@pdp.co.uk www.pdp.co.uk

**MR PAUL SEDMAN**  
 PROPOSED RESIDENTIAL DEVELOPMENT  
 AT 15 YRE SITE, COMMERCIAL STREET, HORTON  
**PROPOSED THIRD FLOOR/LOFT PLAN**  
 Date: MARCH 13 Sheet:  
 Scale: 1:100 @ A1 Rev: A  
 Drawn: PLANNING  
 Drawn by: YEW-277-015 14

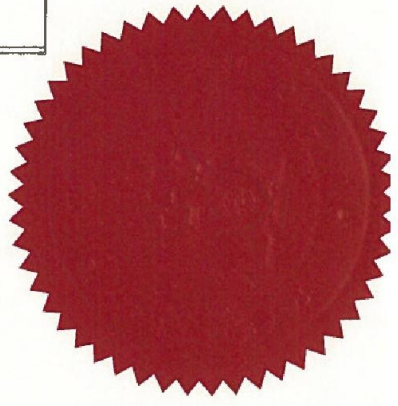
*Handwritten signatures and initials, including 'vst' and 'JW'.*

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

Minute 157-14|15  
Reg No. 6861  
Initials BS .

*[Handwritten Signature]*

**Council Solicitor**



**EXECUTED as a DEED** by  
Lindsay Marie Burr  
In the presence of

*[Handwritten Signature]*  
*[Handwritten Signature]*  
SARAH WILLS