

Dated 18 MARCH 2015

(1) Ryedale District Council

And

(2) W & W Estates (Thornton Dale) Limited

AND

(3) Christopher Fletcher and Hazel Fletcher

Agreement

Under section 106 Town and Country Planning Act 1990 relating
to land at Ryelands Care Home, Hurrell Lane, Thornton-Le-Dale, Pickering,
North Yorkshire

THIS AGREEMENT is made on

2015

BETWEEN:

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH ("**the Council**");
- (2) **W&W ESTATES (THORNTON DALE) LIMITED** (registered number 08959031) whose registered office is 2 Mistle Corner, Wilton, Pickering, North Yorkshire. YO18 7LZ ("**the First Owner**");
- (3) **CHRISTOPHER FLETCHER AND HAZEL FLETCHER** both of The Orchards, Wilton Road, Thornton-Le-Dale, Pickering. YO18 7QP ("**the Second 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 First Owner is the freehold owner of the part of the Site under HM Land Registry Title Numbers NYK116458 edged in Purple and NYK70875 edged in Blue free from encumbrances.
- (C) The Second Owner is the freehold owner of that part of the Site edged in Green under HM Land Registry Title Number NYK413572 free from encumbrances.
- (D) On 16 December 2014 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (E) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against, the Owner and their respective successors in title.

OPERATIVE PROVISIONS

1. **INTERPRETATION** In this Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"Affordable Contribution"	Housing a sum to be agreed with the Council (or if not agreed determined under Clause 8 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 or Eligible Occupier had the Affordable Housing Unit(s) been transferred to the Affordable Housing Provider or Substitute Affordable Housing Provider or Eligible Occupier in accordance with the provisions of Schedule 2

"Affordable Housing"	affordable housing as defined in the glossary to the NPPF
"Affordable Housing Commuted Sum"	Means the sum of £90,000 (Ninety Thousand Pounds)
"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"	<p>the 4 Affordable Housing units to be provided as part of the Development and made available to people in need of affordable housing being Plots 1-2 and 5-6 and where the tenures for which shall be split as follows:</p> <ol style="list-style-type: none">1. Plots 1,2 and 6 Social Rent Housing; and2. Plot 5 Intermediate Housing <p>and Affordable Housing Unit shall mean any single Dwelling forming part of the Affordable Housing Units</p>

"Commencement Date"	the date specified in clause 4.1 and Commencement of Development shall be construed accordingly
"Development"	Demolition of existing buildings and erection of 6no. four bedroom dwellings, 4no. three bedroom dwellings, 2no. two bedroom dwellings and 2no. one bedroom dwellings with associated garaging, parking and amenity areas and repositioning of vehicular access.
"Dwellings"	all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and "Dwelling" shall be construed accordingly
"Eligible Occupier"	persons who cannot afford to rent or buy housing generally available locally on the open market at local house prices and is identified in accordance with the provisions of schedule 5
"Drainage Contribution"	the sum of £5,000 (Five Thousand pounds)
"Housing Services Manager"	the Housing Services Manager of the Council or a person nominated by the Council to discharge functions of the Housing Services Manager
"Intermediate Housing"	means the 1 Dwelling to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and to be made available as shared ownership housing or shared equity housing or such other form of affordable/intermediate affordable housing (other than Social Rent Housing) that meets the criteria of the glossary to the NPPF (or any future guidance or initiative that replaces or supplements it) agreed in writing with the Council and which, for the avoidance of doubt, should include any initiative subject to receipt of Homes and Communities Agency funding suitable for those unable to meet their housing needs on the open market such properties to be made available at an intermediate affordable rent to persons in accordance with the Affordable

Housing Provider's and/or Substitute Affordable
Housing Provider's policy

"Intermediate Housing Offer Price"	Plot 5 (£70,000 seventy thousand, pounds or 43.75% of the market value of the Dwelling whichever is the higher)
"Market Dwellings"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing and "Market Dwelling" shall be construed accordingly
"New Permission"	a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the Owner and the Developer to be in breach of any or all of the provisions contained in this Agreement
"NPPF"	the Communities and Local Government National Planning Policy Framework dated March 2012
"Occupation"	occupation for the purposes authorised by the Planning Permission and for the avoidance of doubt shall not include occupation for the purpose of constructing or fitting out the Development and "Occupy" shall be construed accordingly
"Off Site Public Open Space Contribution"	the sum of £30,912 (Thirty Thousand Nine Hundred and twelve pounds) for the provision of or enhancement of Public Open Space in the vicinity of Thornton – Le- Dale.
"Plan "	the plan attached to this Agreement.
"Planning Application"	an application for outline planning permission for the carrying out of the Development made by the Developer and validated by the Council on 19 September 2014, carrying the reference 14/00980/MFUL

"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1
"Practical Completion"	means the completion of all of the construction of the dwelling that has to be done, notwithstanding that there might be latent defects, for the purposes of allowing a prospective purchaser to take possession of the dwelling and use it as intended.
"Site"	the freehold property known as Ryelands Care Home, Hurrell Lane, Thornton Le Dale, Pickering North Yorkshire YO18 7QR registered at HM Land Registry under Title Numbers NYK413572, NYK70875 and NYK116458 and shown for identification edged red on the Plan
"Social Rent Housing"	the 3 Dwellings to be constructed in accordance with the Planning Permission and Schedule 2 to this Agreement and made available as social rent housing at a rent which is comparable to the average rents charged in the Council's administrative area by Affordable Housing Providers for properties of an equivalent type, age and floor area prior to the introduction of the "Affordable Homes Programme - Framework" to the Social Rented Housing and which sum shall be agreed for lettings between the Developer, the Housing Services Manager and the Affordable Housing Provider or Substitute Affordable Housing Provider (whichever has taken the transfer of the Social Rented Housing) in accordance with Government social rents at the time and thereafter any increases shall be in accordance with the Affordable Housing Provider's or Substitute Affordable Housing Provider's rent setting policy and the Homes and Communities Agency's guidance at the time and approved in writing by the Council
"Social Rent Housing Offer"	Plot 2 £60,000(sixty thousand pounds) – per

Prices”

dwelling

Plots 1 and 6 £50,000 (fifty thousand pounds) –
per dwelling

“Title Numbers”

NKY116458, NYK70875 and NYK413572

1.1 In this Agreement:

- 1.1.1 the clause headings do not affect its interpretation;
 - 1.1.2 the First Owner and the Second Owner shall together be referred to as the Owner
 - 1.1.3 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;
 - 1.1.4 references to any statute or statutory provision include references to:
 - 1.1.4.1 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
 - 1.1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
 - 1.1.5 references to the Site include any part of it;
 - 1.1.6 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;
 - 1.1.7 “including” means “including, without limitation”;
 - 1.1.8 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;
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1.1.9 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

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

1.2 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. EFFECT OF THIS AGREEMENT

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

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

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

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

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

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

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

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 5.1 to 5.3** and the Schedules referred to in those clauses do not come into effect until the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)
- 3.2 The Commencement Date will not be triggered by any of the following operations:
- 3.2.1 site investigations or surveys;
 - 3.2.2 site decontamination;
 - 3.2.3 construction of access and service roads;
 - 3.2.4 the clearance or regrading of the Site;
 - 3.2.5 works for the provision of drainage or mains services to prepare the Site for development; or
 - 3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Site.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Owner agrees with the Council to comply with the obligations set out in **Schedules 2, 3, 4, and 5** in relation to the Development.
- 4.2 The Council agrees with the Owner to comply with its obligations set out in **Schedules 2 and 4**.
- 4.3 The Council agrees with the Owner that it will issue the Planning Permission within ten working days of the date of this Agreement.
- 4.4 The Council agrees with the Owner 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
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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 £950 plus VAT.

5. **TERMINATION OF THIS AGREEMENT**

- 5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 6.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;

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

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

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

- 5.3 Where the Agreement comes to an end under **clause 6.1** the Council is to vacate or cancel the entries made in the Local Land Charges registers in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

- 5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

- 5.5 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. NOTICES

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

7. DETERMINATION OF DISPUTES

- 7.1 Subject to **clause 7.7**, if any dispute arises relating to or arising out of the terms of this Agreement, any party may give to another written notice requiring the dispute to 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
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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 6**, 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: 14/00980/MFUL

Proposal: Demolition of existing buildings and erection of 6no. four bedroom dwellings, 4no. three bedroom dwellings, 2no. two bedroom dwellings and 2no. one bedroom dwellings with associated garaging, parking and amenity areas and repositioning of vehicular access

at: Ryelands Care Home Hurrell Lane Thornton-Le-Dale Pickering North Yorkshire YO18 7QR

for: W&W Estates (Thornton Dale) Ltd (Mr John Warrington)

Decision Date: 22 December 2014

REASON FOR APPROVAL

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

National Planning Policy Framework
National Planning Policy Guidance
Local Plan Strategy - Policy SP1 General Location of Development and Settlement Hierarchy
Local Plan Strategy - Policy SP2 Delivery and Distribution of New Housing
Local Plan Strategy - Policy SP3 Affordable Housing
Local Plan Strategy - Policy SP4 Type and Mix of New Housing
Local Plan Strategy - Policy SP11 Community Facilities and Services
Local Plan Strategy - Policy SP13 Landscapes
Local Plan Strategy - Policy SP14 Biodiversity
Local Plan Strategy - Policy 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

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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 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.

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APPN NO: 14/00980/MFUL

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.

- 06 Before the commencement of the development hereby permitted, or such longer period as may be agreed in writing with the Local Planning Authority, full details of the materials and design of all means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these shall be erected prior to the occupation of any dwelling to which they relate.

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.

- 07 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 discharge takes place until proper provision has been made for their disposal and to satisfy the National Planning Policy Framework.

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

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

- 09 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 site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading, and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 10 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until a Phase 2 site investigation report is undertaken and approved in writing by the Local Planning Authority. Should the Phase 2 investigation recommend remedial works, or if these are requested by the Local Planning Authority, development shall not commence until a Remediation Scheme has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175(2011) Code of Practice for the Investigation of Potential Contaminated Sites. The development shall not be occupied until the approved remediation scheme has been implemented and a verification report detailing all works carried out has been submitted to and approved in writing by the Local Planning Authority.

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APPN NO: 14/00980/MFUL

Reason:- In order to fully take account of potential contamination and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 11 Notwithstanding the submitted drainage details and prior to the commencement of the development full details of the method of draining surface water from the site, including its detailed design and routes, attenuation details, and future maintenance of the surface water system shall be submitted to and approved in writing with the Local Planning Authority.

Reason:- To ensure the site can be effectively drained and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 12 No removal of hedgerows, trees or shrubs shall take place between 1st of March and 31st of August inclusive, unless a competent ecologists has undertaken a careful, detailed check of vegetation for active birds nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the Local Planning Authority, by a suitably qualified ecologist for written approval prior to any such removal or clearance works.

- 13 The Following works – the demolition of the Ryelands Care Home shall not in any circumstances commence unless the local planning authority has been provided with either:

a) A license issued by Natural England pursuant to Regulation 53 of The Conservation of Habitats and Species Regulations 2010 authorising the specified activity/development to go ahead; or

b) A statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a license.

Reason:- In order to fully address the impact upon protected species ant to satisfy Policy SP14 of the Ryedale Plan - Local Plan Strategy and the National Planning Policy Framework.

- 14 No development shall take place until a method statement for the creation of new wildlife features has been submitted to and approved by the Local Planning Authority. The content of the method statement shall include the following:-

- a) Purpose and objectives for proposed works
- b) Detailed designs/working methods necessary to achieve stated objectives
- c) Extent and location of proposed works
- d) Timetable for implementation
- e) Persons responsible for implementation
- f) Initial aftercare and long term maintenance

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- 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, unless the following drawings and details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority:

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

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

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

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

(3) Full highway construction details including:

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

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

(5) Details of all proposed street lighting.

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

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

(8) A programme for completing the works.

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

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Reason:- In accordance with Policy 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.

- 16 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.

- 17 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 .

- 18 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.

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- 19 No part of the development shall be brought into use until the existing access on to Hurrell 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.

- 20 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.

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

The required highway improvements shall include:

(a) Provision of tactile paving

(b) provision of a 1.5 metre wide nominal width kerbed footway along the east side of Hurrell Lane, between the proposed es ate road entrance and existing footway at the A170 junction, together with alterations to road drainage arrangements to give positive drainage where considered necessary due to kerbing, and street lighting as appropriate.

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.

- 21 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 19.

Provision of footway etc as described in that condition.

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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- 22 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing number 1531/5A. 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.

- 23 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.

- 24 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 08:00 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.

- 25 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 (Hurrell Lane) 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.

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- 26 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.

- 27 Unless otherwise approved in writing by the Local Planning Authority, there shall be no establishment of a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction on the site until details of the routes to be used by HCV operation traffic have been submitted to, and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Thereafter, the approved routes shall be used by all vehicles connected with construction on the site.

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.

- 28 Prior to the commencement of the development hereby approved precise details of the existing ground levels and the proposed finished ground floor levels measured in relation to a fixed datum point shall be submitted to and approved in writing by the Local Planning Authority.

Reason:- In order to ensure a satisfactory external appearance and to satisfy SP20 of the Ryedale Plan - Local Plan Strategy.

- 29 Prior to the commencement of the development, details of the landscaping for the development shall be submitted for approval in writing. The submitted scheme shall include a planting schedule providing details of species, planting sizes, and numbers of each species and their locations within the scheme. The approved scheme shall be carried out before the use hereby permitted is commenced and prior to the completion of the development, or in accordance with a phased programme of development agreed in writing by the Local Planning Authority. If within a period of five years after planting (and including the existing tree or hedge to be retained), any trees 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

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APPN NO: 14/00980/MFUL

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:- In the interests of compliance with Policy SP13 of the Ryedale Plan - Local Plan Strategy, and in the interests of amenity and enhancement of the development.

- 30 Prior to the commencement of the development, including site stripping or demolition, tree protection fencing of a design previously agreed in writing with the Local Planning Authority shall be erected along the eastern boundary of the development along an alignment at least 1.0m outside the crown spread into the site of any tree along that boundary. Once erected the fencing shall remain in situ until the completion of the development.

Reason:- To ensure that the trees on the land immediately to the east of the development, which are protected under a Tree Preservation Order, are not damaged as a consequence of development, and in accordance with Policy SP13 of the Ryedale Plan - Local Plan Strategy.

- 31 Prior to the commencement of the development the mature lime and whitebeam in the north western corner of the site referred to as tree 1 and tree 3, and the large mature ash along the eastern boundary of the site referred to as tree 11, all shown to be retained on drawing No. ARB/CP/950/TPP, dated August 2014 shall be protected by protective fencing in accordance with BS 5837:2012 Trees in relation to demolish, design and construction – Recommendations or similar design agreed in writing with the Local Planning Authority along the alignment shown in red on the above drawing.

Reason:- To ensure that the roots and the upper parts of the tree are not damaged as a consequence of development.

- 32 Unless otherwise agreed in writing with the Local Planning Authority, the first floor window on the south elevation of Plot 1 shall be permanently obscure glazed with obscure or opaque glass, with details to be submitted to and agreed in writing by the Local Planning Authority.

Reason:- In order to protect the amenity of the adjoining neighbours and to satisfy Policy 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):

Drawing No. 1531/5D
Drawing No. 1531/6C
Drawing No. 1531/7
Drawing No. 1531/9
Drawing No. 1531/10
Drawing No. 1531/11
Drawing No. 1531/12
Drawing No. 1531/13
Drawing No. 1531/14

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APPN NO: 14/00980/MFUL

Drawing No. 1531/15B
Drawing No. 1531/16B
Drawing No. 1531/17
Drawing No. 1531/18
Drawing No. 1531/19
Drawing No. 1531/20A

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

34. Prior to the commencement of the development hereby approved precise details of the ground surfacing materials shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure a satisfactory external appearance and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

35. Prior to the commencement of the development hereby approved precise details of the existing spot ground levels and finished ground floor levels measured in relation to a fixed datum point shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure a satisfactory external appearance and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy.

INFORMATIVE(S)

- 01 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.
- 02 These works shall include, where appropriate, replacing kerbs, footways, cycleways and verges to the proper line and level.
- 03 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.

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APPN NO: 14/00980/MFUL

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 REQUIREMENT.

HEAD OF PLANNING & HOUSING

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SCHEDULE 2

Affordable Housing Obligations

1 PROVISION OF AFFORDABLE DWELLINGS

- 1.1 The Owner will procure that the Affordable Housing Units be constructed on the site in accordance with the Planning Permission and approved plans and a physical size and specification to be negotiated with the Council (or with an Affordable Housing Provider in the case of the Social Rent Housing) and approved by the Housing Services Manager (such approval not to be unreasonably withheld or delayed) in the case of the 1bed 2person dwellings having a minimum size of 50m² and in the case of the 2bed 3person dwellings a minimum size of 72m² **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 of the Social Rent Housing to a Affordable Housing Provider or a Substitute Affordable Housing Provider at the Social Rent Housing Offer Prices and disposal of the Intermediate Housing to an Eligible Occupier 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 Land.

2. DISPOSAL OF THE SOCIAL RENT HOUSING.

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

- 2.3 The Owner shall as soon as reasonably practicable following a Nomination pursuant to paragraph 2.1 of this Schedule enter into negotiations with those Affordable Housing Providers which it has selected from its Nomination and those the Council has added pursuant to paragraph 2.1 (together "the Affordable Housing Providers") and use reasonable endeavours to contract to transfer the Social Rent Housing to be constructed within the Development to such of the Affordable Housing Providers which express an interest in acquiring those dwellings at the Social Rent Housing Offer Prices
- 2.4 In the event that the Affordable Housing Providers declines or are unable to accept the transfer of some or all of the Social Rent Housing to be constructed within the Development on the terms of this Agreement or if in the Owners 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 Social Rent Housing within a period of three months from the date of the offer referred to in paragraph 2.3 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").
- 2.5 The Owner shall offer to enter into negotiations with the Substitute Affordable Housing Provider(s) for the transfer to it of the Social Rent Housing to be constructed within the Development (or any individual unit or units comprised in the Social Rent Housing 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 Social Rent Housing to be constructed within the Development (or any individual unit or units comprised in the Social Rent Housing 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 2.3 of this Schedule and the Council and acting reasonably is satisfied on the evidence provided by the Owner that the Owner used reasonable endeavours to transfer the Social Rent Housing (or any individual unit or units comprised in the Social Rent Housing 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 Social Rent Housing to be constructed within the Development to a Substitute

Affordable Housing Provider then the Owner shall be permitted to dispose of the Social Rent Housing 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 Social Rent Housing 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 Social Rent Housing on the open market pay to the Council the Affordable Housing Contribution attributable to the relevant Social Rent House sold on the open market

3. Disposal of the Intermediate Housing

- 3.1 For a period commencing at least six months before the estimated date for completion of the Intermediate Housing and ending on the date twelve months after the Practical Completion of the Intermediate Housing ("the Marketing Period") the Owner shall use reasonable endeavours to market the Intermediate Housing for sale such marketing to include advertising promoting and administering sales of the Intermediate Housing.
- 3.2 As a result of the marketing referred to at paragraph 3.1 above the Owner will collate the details of persons who may subsequently be approved by the Housing Services Manager as Eligible Occupiers and will forward such details to the Housing Services Manager within 5 working days of receiving such details.
- 3.3 If the person or persons identified in accordance with paragraph 3.2 above are approved by the Housing Services Manager with a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Owner shall offer to sell the Intermediate House or to the Eligible Occupier.
- 3.4 The offer referred to at paragraph 3.3 above shall include but shall not be limited to the following terms:
 - 3.4.1 The Intermediate Dwelling shall be offered for sale to the Eligible Occupier at a the Intermediate Housing Offer Price
 - 3.4.2 Contracts to be exchanged within three calendar months of acceptance of the offer by the Eligible Occupier or, if later, the date on which a full package of contract documentation and title information is delivered by the Owner's solicitor to the Eligible Occupier ("the Title Delivery Date")

- 3.5 The Owner shall leave the or (as appropriate) each offer referred to at paragraph 3.3 above open for acceptance by the Eligible Occupier for a period of four calendar months from the date of such offer.
- 3.6 In the event that an offer referred to in paragraph 3.3 above is rejected by the Eligible Occupier or is not accepted in writing by the Eligible Occupier within the four month period provided in paragraph 3.5 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 3.8 below shall apply
- 3.7 If the Eligible Occupier accepts the offer within the four month period provided by paragraph 3.5 above then the Owner will use reasonable endeavours to exchange contracts for the sale of the Intermediate House being the subject of the offer with the Eligible Occupier within a period of three months from the date of acceptance of the offer by the Eligible Occupier or the Title Delivery Date whichever is the later
- 3.8 If after the three month period referred to at paragraph 3.7 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 3.6 above then the following shall apply:
- 3.8.1 If the Marketing Period has not expired then the provisions of paragraphs 3.2 to 3.7 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Occupier; or
- 3.8.2 If the Marketing Period has expired then the obligations set out in paragraphs 3.1 to 3.7 inclusive above shall cease to have effect and the provisions of paragraph 3.9 below shall apply in respect of affordable housing provision.
- 3.9 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 3.4 to 3.7 inclusive above and in the event that any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the three month period specified in paragraph 3.7 for the sale of the Intermediate Housing then the following shall apply:
- 3.9.1 The Owner will notify the Housing Services Manager in writing that the offers have been rejected or contracts have not been exchanged ("the Notification") PROVIDED that the Housing Services Manager is satisfied that the Owner has exhausted all possible means to dispose of the Intermediate Housing in accordance with the provisions set out above; then
- 3.9.2 The Owner shall be at liberty to dispose of the relevant unit on the open market upon such terms as he thinks fit; and
-

- 3.9.3 The Owner shall pay to the Council within 28 days of the date of sale on the open market of the Intermediate Housing that have not been disposed of to an Eligible Occupier an Affordable Housing Contribution.
- 3.9.4 On payment of the sum referred to in paragraph 3.9.3 above the Owner shall be released from the affordable housing obligations in this paragraph 1 in their entirety in so far as they relate to the Intermediate Housing PROVIDED ALWAYS that the provisions of paragraph 3.10 shall continue to apply to any of the Intermediate Housing that have been disposed of to the Eligible Occupier.
- 3.10 The following provisions shall only apply and regulate the future disposals of the Intermediate Housing following disposal to the Eligible Occupier by the Owner. The Owner shall ensure that the document transferring the Intermediate Housing to the Eligible Occupier incorporates provisions to ensure so far as the law allows that:
- 3.10.1 The Eligible Occupiers' Estate Interest of the Intermediate Housing disposed of in accordance with paragraphs 3.2 to 3.7 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing Services Manager being the Intermediate Housing Offer Price
- 3.10.2 When the Intermediate Housing becomes available for resale the person seeking to re-sell ("the Vendor") will write to the Housing Services Manager and agree with him the criteria which potential occupiers of the Intermediate Housing must satisfy ("the Agreed Criteria"). The Vendor will thereafter write to such people (if any) nominated by the Council who satisfy the Agreed Criteria giving sales details.
- 3.10.3 The Intermediate Housing offered for sale from time to time it shall not be offered other than to a person or persons residing within the district of Ryedale.
- 3.10.4 If required by the Council the Vendor shall satisfy the Council that the unit has been actively marketed to persons residing within the district of Ryedale who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district.
- 3.10.5 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 3.10.1 and 3.10.4 above and on either:
- 3.10.5.1 the expiration of a period of 12 Months there is no buyer who has made an offer to purchase the interest in the relevant unit at a price not exceeding the percentage of the Market Value that the

- Vendor paid for the Property when he acquired it on such interest upon the terms that are reasonably acceptable to the Vendor; or
- 3.10.5.2 if there is such a person who is prepared to proceed on that basis who has not entered into a contract to purchase upon terms that are reasonably acceptable to the Vendor within 12 Months of the relevant unit having been placed on the open market for sale pursuant to the provisions of paragraphs 3.10.3 to 3.10.6 (inclusive) above then the Vendor may dispose of his interest in the relevant unit in accordance with paragraph 3.10.5 above to a person irrespective of his geographical area of residence who cannot afford to purchase a Dwelling of a similar kind generally available on the open market in the district of Ryedale Provided the Vendor obtains the confirmation Housing Services Manager that such person satisfies the Agreed Criteria (save as to geographical area of residence)
- 3.10.6 If despite the Vendor using reasonable endeavours he/she cannot dispose of the relevant unit within 18 Months of it being offered for sale and complying with the provisions of paragraphs 3.10.1 to 3.10.5 inclusive above then the Vendor shall be at liberty to dispose of the relevant unit on the open market upon such terms as it thinks fit
- 3.10.7 In the event of a disposal of 100% of the Open Market Value of the relevant unit pursuant to paragraph 3.10.6 above the Vendor shall pay the Affordable Housing Contribution to the Council
- 3.10.8 In the event of a disposal of the relevant unit on the open market in accordance with paragraphs 3.10.6 and 3.10.7 above such Intermediate Housing shall forthwith cease to be subject to the terms of this planning obligation
- 3.10.9 In the event that paragraph 3.10.8 above becomes effective the Council (or its successor) will upon written request supply to any interested party confirmation of the effect and events of the above and will remove the entry in the Local Land Charges Register and any other entry in any other register open to public inspection
- 3.10.10 For the purposes of this Agreement the Market Value shall in the case of staircasing take no account of any improvements made to the Intermediate Housing (excluding decorative improvements) and the Vendor shall be entitled to retain 100% of the increase in market value attributable for such improvements.

3.10.11 In the event of sale of an Intermediate Housing by a mortgagee in possession the provisions of clause 3.6 shall apply save that where there is reference to a period of 12 Months it shall be treated as though it was a reference to a period of 20 weeks and where there is a reference to a period 18 Months it shall be treated as though it were a reference to a period 20 weeks

3.11 In the event that an Eligible Occupier exercises any right granted by law or by the lease under which the Eligible Occupiers' Estate Interest arises to acquire an increased equity share in an Intermediate Housing then the Owner will forward the net proceeds arising there from as agreed in writing with the Council for the provision or improvement of social housing in the district of Ryedale

4. GENERAL PROVISIONS

4.1 Not to permit (unless the Owner is entitled to dispose of the Social Rent Housing on the open market in accordance with the provisions of paragraph 2.5 of this Schedule):

4.1.1 Practical Completion of the first Market 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 Social Rent Housing;

4.1.2 Practical Completion of more than 6 of the Market Dwellings until Plots 1 and 2 of the Social Rent Housing have been constructed and transferred to one or more Affordable Housing Providers;

4.1.3 Practical Completion of more than 9 of the Market Dwellings until Plot 6 of Social Rent Housing has been constructed and transferred to one or more Affordable Housing Providers;

- 4.2 Not to permit Practical Completion of more than 9 of the Market Dwellings until Plot 5 The Intermediate Housing has been constructed and made available for occupation
- 4.3 The Owner shall ensure that 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 or Eligible Occupier 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: -
- 4.3.1 a Social Rent in respect of the Social Rent Housing; and
 - 4.3.2 an Intermediate Rent in respect of the Intermediate Housing to an Eligible Occupier.
- 4.4 Prior to the transfer of each of the Affordable Housing Units pursuant to this Schedule the Owner shall ensure
- 4.4.1 The relevant Affordable Housing Unit is fully serviced and accessible by vehicles and pedestrians.
 - 4.4.2 the grant by the Owner to the Affordable Housing Provider or Substitute Affordable Housing Provider or Eligible Occupier as the case may be of full and free rights of access (both pedestrian and vehicular) from the public highway to the relevant Affordable Housing Unit;
 - 4.4.3 the grant by the Owner to the Affordable Housing Provider or Substitute Affordable Housing Provider or Eligible Occupier as the case may be 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
 - 4.4.4 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
 - 4.4.5 a restriction that the Intermediate Housing cannot be let or sub-let by or on behalf of the Eligible Occupier
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- 4.5 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 or an Eligible Occupier as the case may be a copy of the relevant transfer to the Council.
- 4.6 Any transfer of the Affordable Housing Units to a Affordable Housing Provider or a Substitute Affordable Housing Provider or Eligible Occupier as the case may be 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: -
- 4.6.1 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
 - 4.6.2 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
 - 4.6.3 Any subsequent disposition of the properties following a disposal falling within paragraphs.
- 4.7 **Affordable Housing Commuted Sum**
- 4.7.1 The Owner agrees to pay to the Council the Affordable Housing Commuted Sum in two equal instalments;
 - 4.7.2 The first instalment on or before Practical Completion of the 6th Dwelling; and
 - 4.7.3 The second instalment on or before Practical Completion of the 9th Dwelling;
- 4.8 **USE OF THE AFFORDABLE HOUSING COMMUTED SUM and CONTRIBUTION**
- 4.8.1 The Council undertakes to use any Affordable Housing Commuted Sum and Contribution (if any) solely for the purpose of
-

providing additional Affordable Housing, which may include but not be limited to the following: -

- 4.8.2 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;
 - 4.8.3 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals;
 - 4.8.4 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
 - 4.8.5 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council
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SCHEDULE 3

Drainage Contribution

1. **Payment of the Drainage Contribution**
- 1.1 The Owner agrees to pay to the Vale of Pickering Drainage Board the Drainage Contribution on or before the surface water drainage system for the Site is connected to the drainage ditch network for which the Vale of Pickering Drainage Board is responsible.;

SCHEDULE 4

PUBLIC OPEN SPACE CONTRIBUTION

- 1.2 **Payment of the Public Open Space Contribution**
 - 1.3 The Owner agrees to pay to the Council the Public Open Space Contribution in two equal instalments;
 - 1.3.1 the first instalment on or before Practical Completion of the 6th Dwelling;
and
 - 1.3.2 the second instalment on or before Practical Completion of the 9th Dwelling;
 2. **Use of the Public Open Space Contribution**
 - 2.1 The Council undertakes to use the Public Open Space Contribution solely for the purpose of adult and youth leisure provision and enhancement within the vicinity of Thornton-Le-Dale.
-

SCHEDULE 5
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 Parish of Thornton Le Dale; or
 - 1.2 who have been permanently employed within the Parish of Thornton Le Dale 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 Thornton Le Dale; or
 - 1.4 if no such person qualifies under paragraph 1.3 above for occupation then a person ordinarily resident for a period of at least 3 years in any area in the District of Ryedale; or
 - 1.5 if no such person qualifies under paragraph 1.4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 1.5.1 family association in the area of Ryedale District,
 - 1.5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Housing Unit becomes vacant, or
 - 1.5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District

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

KAWinskip



Minute
14/15-143
Reg No.
6798
Initials *CWS*

SIGNED as a deed by)
W&W Estates (Thornton Dale) Limited)
acting by a director and its secretary)
or two directors)

Director

S. Wainwright

Director / Secretary

SIGNED as a deed by)
Christopher Fletcher)

C Fletcher

In the presence of)

Witness

Stuart Temple

Name STUART GEOFFREY TEMPLE
Solicitor
Address KITCHING WALKER SOLICITORS
8 Market Place
Kirkbymoorside
York YO62 6DD

SIGNED as a deed by
Hazel Fletcher

) *Hazel Fletcher*

In the presence of

)

Witness

Stuart Temple

Name

Address

STUART GEOFFREY TEMPLE
Solicitor
KITCHING WALKER SOLICITORS
8 Market Place
Kirkbymoorside
York YO62 6DD