

Dated 28 October 2015

(1) RYEDALE DISTRICT COUNCIL

AND

(2) RICHARD GEORGE PETER MASON and IAN MICHAEL MASON

AND

(3) GLADMAN DEVELOPMENTS LIMITED

Agreement

Under section 106 Town and Country Planning Act 1990 relating
to land at Manor Farm, Sherburn, Malton,
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) **RICHARD GEORGE PETER MASON** of Ling Hall, West Heslerton, Malton North Yorkshire, YO17 8RX and **IAN MICHAEL MASON** of Thirkleby Manor, Kirby Grindalythe, Malton, North Yorkshire ("**the Owner**");
- (3) **GLADMAN DEVELOPMENTS LIMITED** (CO NO 03341567) whose registered office is Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB ("**the Promoter**")

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 Site and the Blue Land under HM Land Registry Title Numbers NYK229225 and NYK229234.
- (C) The Owner and the Promoter have entered into the Promotion Agreement.
- (D) The Promoter has made the Planning Application.
- (E) On 10 February 2015 the Council's Planning Committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.
- (F) 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 Housing Contribution"	a sum to be agreed with the Council (or if not agreed determined under Clause 7 of this

Agreement) to be calculated as follows:

A – B

Where:

A = The Open Market Value of the relevant Rented Dwelling(s) or the relevant Intermediate Housing Unit(s) (as applicable) which could have been achieved if it/they were sold on the open market free of the restrictions set out in Schedule 2 of this Agreement less 7%

B = The relevant Rented Dwellings Offer Price which would have been paid by an Affordable Housing Provider or Substitute Affordable Housing Provider had the relevant Rented Dwelling(s) been transferred to the Affordable Housing Provider or Substitute Affordable Housing Provider in accordance with the provisions of Schedule 2 or the relevant Intermediate Housing Offer Price which would have been paid by an Eligible Occupier had the relevant Intermediate Housing Unit(s) been transferred to an Eligible Occupier in accordance with the provisions of Schedule 2 (as applicable)

- "Affordable Housing"** affordable housing as defined in the glossary to the NPPF
- "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 and "Affordable Housing Providers" shall be construed accordingly
- "Affordable Housing Scheme(s)"** means a scheme which specifies in relation to the Affordable Housing Units:
- (a) the timing, location and distribution of the Affordable Housing within the Site and its phasing in relation to the Market Dwellings;
 - (b) the procedure for the marketing for sale

of the Affordable Housing Units;

(c) if Shared Equity Sale Dwellings are to be delivered, the detailed terms of the Shared Equity Sale Scheme, together with the legal mechanisms by which it is to be secured and marketed;

(d) if Discounted Sale Dwellings are to be delivered, the detailed terms of the Resale Covenant Scheme, together with the legal mechanisms by which it is to be secured and marketed

(e) if Shared Ownership Dwellings are to be delivered, the Shared Ownership Terms

and which may be amended by the Owner from time to time with the written approval of the Housing Services Manager.

“Affordable Housing Units”

The Affordable Housing units to be provided as part of the Development comprising 35% of the Dwellings and made available to people in need of affordable housing the tenures for which shall be split as follows (unless otherwise agreed in writing between the Council and the Owner both parties acting reasonably) in the event that 26 Affordable Housing Units are to be constructed:

Rented Dwellings -

21No. 2 Bed Houses (11 Social Rented 10 Affordable Rented); and

2No. 4 Bed Houses (1 Social Rented, 1 Affordable Rented)

Intermediate Housing

2No. 2 Bed Houses

1No. 4 Bed House

{in the event that fewer than 26 Affordable

	<p>Housing Units are to be provided pursuant to this Agreement then the above unit numbers and types shall be amended on a pro-rata basis)</p> <p>and Affordable Housing Unit shall mean any single Dwelling forming part of the Affordable Housing Units</p>
"Affordable Rent"	a rent subject to rent controls that requires a rent of no more than 80% of the local market rent (including service charges, where applicable).
"Affordable Rent Dwellings"	the dwellings to be constructed on the Site in accordance with the Planning Permission and the tenure split set out in the definition of "Affordable Housing Units" and made available in accordance with the provisions of Schedule 2 for Eligible Occupiers at an Affordable Rent.
"Blue Land"	the land shown edged in blue on Plan 2
"Commencement Date"	the date specified in clause 3.1 and Commencement of Development shall be construed accordingly
"Development"	Demolition of 1 no. existing cow shed, erection of up to 73 no. residential dwellings (including up to 35% affordable housing), structural planting and landscaping, informal public open space, children's play area, surface water attenuation, a vehicular access point from Sked Dale Road and associated ancillary works (site area 3.16ha)
"Discounted Sale Dwellings"	means Affordable Housing Units which are to be sold to Eligible Occupiers (subject to the provisions of paragraphs 3.2 and 3.10 (inclusive) of Schedule 2 at the Discounted Sale Price in accordance with the Resale Covenant Scheme which the Owner shall ensure binds the Discounted Sale Dwellings in perpetuity.
"Discounted Sale Price"	Means the greater of (1) a sum equivalent to no more than seventy percent (70%) of Open Market Value calculated on the assumption that the relevant Dwelling is free from the restrictions set

out in Schedule 2 and Schedule 5 of this Deed and (2) a sum equivalent to the consideration paid in respect of the previous Disposal of the relevant Dwelling

"Disposal"	means sale, transfer, option, gift, exchange, declaration of trust, assignment, lease including a contract for any such disposal and "Disposals" "Dispose" and "Disposed" shall be construed accordingly
"Dwellings"	all dwellings to be constructed on the Site as part of the Development pursuant to the Planning Permission and "Dwelling" shall be construed accordingly
"Education Contribution"	the sum of £139,369.25 (one hundred and thirty nine thousand three hundred and sixty nine pounds and twenty five pence) towards education provisions in the vicinity of the Site.
"Eligible Occupier"	persons who cannot afford to rent or buy housing generally available locally on the open market at local house prices and identified in accordance with the provisions of schedule 5
"Cycle/Pedestrian Contribution"	the sum of £20,000 (Twenty Thousand pounds) to be paid to Sherburn Parish Council to contribute towards cycle and pedestrian improvements between the Site and the Centenary and Wolds Way National Trails
"HCA"	the Homes and Communities Agency as referred to in the Housing and Regeneration Act 2008 or such other body as may replace it and is recognised as such by the Government.
"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 Dwellings to be constructed in accordance with the Planning Permission and the tenure split set out in the definition of "Affordable

Housing Units" and Schedule 2 to this Agreement and to be made available as Shared Ownership Dwellings or Shared Equity Sale Dwellings or Discounted Sale Dwellings or such other form of affordable/intermediate affordable housing (other than Social Rent or Affordable Rented Housing) that meets the criteria of affordable housing as set out in 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 and "Intermediate Housing Unit" shall be construed accordingly.

"Intermediate Housing Offer Price"

A price equal to no more than seventy percent (70%) of the Open Market Value of the relevant Intermediate Housing Unit

"Market Dwellings"

that part of the Development which is general market housing for sale on the open market and which is not the Affordable Housing Units 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

“Open Market Value”

means:

- (a) in relation to the Discounted Sale Dwellings and the Shared Equity Sale Dwellings such open market value as is agreed between the Owner and the Housing Services Manager; and
- (b) in relation to the calculation of the Affordable Housing Contribution payable pursuant to paragraphs 2.5, 3.2.2, 3.10 and 3.16 of Schedule 2 in lieu of the provision of any Affordable Housing Unit such open market value as is agreed between the Owner and the Housing Services Manager.

in each case assessed in general accordance with the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors as amended from time to time and in each case where such open market value is not agreed between the Owner and the Housing Services Manager such sum as is determined pursuant to pursuant to clause 7 of this Deed

“Parties”

means the parties to this Agreement.

“Plan 1 ”

the plan attached to this Agreement marked Plan 1.

“Plan 2”

means the plan attached to this Agreement marked Plan 2

“Plan 3”

means the plan attached to this Agreement marked Plan 3

“Planning Application”

an application for outline planning permission for the carrying out of the Development made by the Promoter and validated by the Council on 10 November 2014, carrying the reference 14/01207/OUT

"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.
"Promotion Agreement"	means a promotion agreement in respect of the Site made between the Owner and the Promoter and dated 4 November 2014.
"Rented Dwellings"	the Social Rent Dwellings and the Affordable Rent Dwellings together and the term "Rented Dwelling" shall be construed accordingly.
"Resale Covenant Scheme"	means a scheme approved in writing by the Housing Services Manager which restricts the sale price of the Discounted Sale Dwellings to the Discounted Sale Price and restricts owner-occupation to Eligible Occupiers and the terms upon which such occupation and/or sale or transfer of such Discounted Sale Dwellings may take place within the parameters set out in Schedule 2.
"Shared Equity Legal Mortgage"	means a fixed legal charge ranking behind a purchaser's first legal charge (if any), upon terms for repayment and redemption (restricting repayment until a period of five years has elapsed from the date of the mortgage) in a form approved by the Housing Services Manager as part of the Shared Equity Sale Scheme
"Shared Equity Sale Dwellings"	means those Intermediate Housing Units which are to be sold subject to the Shared Equity Sale Scheme to Eligible Occupiers at no more than 70% (seventy percent) of the Open Market Value (on the assumption that the relevant Dwelling is free from the restrictions set out at Schedule 2 and Schedule 5 of this Deed) with the remaining

percentage of the Open Market Value (30% (thirty percent)) or the proportionately greater percentage if the relevant Dwelling is sold at less than 70% (seventy percent) of the Open Market Value secured by the Shared Equity Legal Mortgage in accordance with the Shared Equity Sale Scheme approved by the Housing Services Manager and the term "Shared Equity Sale Dwelling" shall be construed accordingly

"Shared Equity Sale Scheme"

means a scheme approved in writing by the Housing Services Manager which controls the permitted sale price of the Shared Equity Sale Dwellings, the categories of persons who are eligible to own and/or occupy the Shared Equity Sale Dwellings and the terms upon which such occupation and/or Disposal of such Shared Equity Sale Dwellings may take place and which arranges for a 30% (thirty percent) affordable subsidy to be secured and redeemed in accordance with the Shared Equity Legal Mortgage, within the parameters set out in Schedule 2 and the scheme shall be on such legally binding terms as the Housing Services Manager may reasonably require.

"Shared Ownership Dwellings"

means Affordable Housing Units sold and leased by an Affordable Housing Provider on Shared Ownership Terms as the Housing Services Manager may approve.

"Shared Ownership Terms"

means terms of disposal contained in model shared ownership leases published by the HCA from time to time whereby (i) an Affordable Housing Provider sells shares in the equity of a dwelling to an occupier who pays rent upon the remainder and (ii) Staircasing to 80% (eighty percent) of the equity of the dwelling is allowed.

"Site"

the freehold property known as Land at Manor Farm, Sherburn, Malton, North Yorkshire registered at HM Land Registry under the Title Numbers and shown for identification edged red

on Plan 1

“Social Rent Dwellings”

The Dwellings to be constructed on the Site in accordance with the Planning Permission and the tenure split set out in the definition of “Affordable Housing Units” and made available in accordance with the provisions of Schedule 2 to this Agreement to Eligible Occupiers at a Social Rent.

“Social Rent”

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 Rent Dwellings and which sum shall be agreed for lettings between the Owner, the Housing Services Manager and the Affordable Housing Provider or Substitute Affordable Housing Provider (whichever has taken the transfer of the Social Rent Dwellings) 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

“Staircasing”

means the exercise by the owner-occupier of a Shared Ownership Dwelling of the right to purchase additional equity shares up to 80% (eighty percent) of the entire interest in the dwelling after which the rent payable on any equity share retained by the Affordable Housing Provider shall be reduced proportionally.

“Rented Dwellings Offer Prices”

2 Bed House £71,000 (seventy one thousand pounds) – per Rented Dwelling

4 Bed House £95,400 (ninety five five thousand four hundred pounds) – per Rented Dwelling

or in either case such other price as is agreed in writing between the Owner and the Housing Services Manager and the term “Rented Dwelling

Offer Price" shall be construed accordingly

"Title Numbers"

NKY229225 and NYK229234

1.1 In this Agreement:

- 1.1.1 the clause headings do not affect its interpretation;
- 1.1.2 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;
- 1.1.3 references to any statute or statutory provision include references to:
 - 1.3.1 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
 - 1.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.1.4 references to the Site include any part of it;
- 1.1.5 with the exception of clause 11 of this Agreement 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;
- 1.1.6 "including" means "including, without limitation";
- 1.1.7 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;
- 1.1.8 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
- 1.1.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

- 1.2 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 Dwelling erected on the Site pursuant to the Planning Permission (save for the provisions of Schedule 2 and Schedule 5 which shall remain enforceable against owner-occupiers and/or tenants of the Affordable Housing Units; 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 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 **clause 4.1** and the Schedules referred to in that clause 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**) and save as to any obligations in this agreement expressly requiring compliance prior

to the Commencement Date which shall come into effect on the grant of planning permission.

- 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;
 - 3.2.3 the clearance or regarding 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, 5 and 8** in relation to the Development.
- 4.2 The Council agrees with the Owner and the Promoter to comply with its obligations set out in **Schedule 7**.
- 4.3 The Council agrees with the Owner and the Promoter that it will issue the Planning Permission within ten working days of the date of this Agreement.
- 4.4 The Council agrees with the Owner and the Promoter 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 or the Promoter 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 £1,700.00 plus VAT.

5. TERMINATION OF THIS AGREEMENT

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;

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

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

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

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

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

5.5 If the Owner 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.
- 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 he 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.

11. INDEMNITY

The Promoter shall (to the extent that the Owner has not been released from the Obligations set out in this Agreement pursuant to clause 4.5 of this Agreement) hereby indemnify and shall keep indemnified during the term of the Promotion Agreement the Owner against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Owner under this Deed and any breach of non-performance of those obligations.

SCHEDULE 1
Draft Planning Permission

RYEDALE DISTRICT COUNCIL

TOWN & COUNTRY PLANNING ACT 1990

OUTLINE APPLICATION FOR PERMISSION TO CARRY OUT DEVELOPMENT

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

Application No: 14/01207 MOUT

Proposal: Demolition of 1 no. existing cow shed, erection of up to 73 no. residential dwellings (including up to 35% affordable housing), structural planting and landscaping, informal public open space, childrens play area, surface water attenuation, a vehicular access point from Sked Dale road and associated ancillary works (site area 3.16ha)

at: Land At Manor Farm Sherburn Malton North Yorkshire

for: Gladman Developments Limited (Mrs Emma Tutton)

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:

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 SP15 Green Infrastructure Networks
Local Plan Strategy - Policy SP16 Design
Local Plan Strategy - Policy SP17 Managing Air Quality, Land and Water Resources
Local Plan Strategy - Policy SP18 Renewable and Low Carbon Energy
Local Plan Strategy - Policy SP19 Presumption in Favour of Sustainable Development
Local Plan Strategy - Policy SP20 Generic Development Management Issues
Local Plan Strategy - Policy SP22 Planning Obligations, Developer Contributions and the Community Infrastructure Levy

Gladman Developments Limited (Mrs Emma Tutton)
Gladman House
Alexandria Way
Congleton
Cheshire
CW12 1LB

CONDITIONS AND ASSOCIATED REASONS

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

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

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

02 Application for approval of reserved matters shall be made to the Local Planning Authority not later than

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

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

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

03 The Reserved Matters application(s) relating to the siting, scale and appearance of the dwellings hereby permitted shall include a detailed scheme for the mitigation of noise that shall be approved in writing to the Local Planning Authority prior to commencement of the development hereby approved. The scheme of mitigation shall protect the proposed development from traffic noise from the adjoining roads and from industrial noise for the nearby allocated employment site to the north. The scheme of mitigation shall include the following:

1) In relation to steady continuous noise, the scheme shall be designed to achieve the following noise levels:

(i) Living rooms - 35dBLAeq (07.00 - 23.00)

(ii) Bedrooms - 30 dBLAeq 23.00-07.00, and 45dBLAmax 23.00-07.00. (This shall be predicted for at least partially open windows allowing for a sound reduction of 15dBA free field unless the developer has a good reason why a higher reduction is acceptable.

(iii) Private gardens areas 50 dBLAeq - 07.00 - 23.00

Gladman Developments Limited (Mrs Emma Tutton)
Gladman House
Alexandria Way
Congleton
Cheshire
CW12 1LB

APPN NO: 14/01207/MOUT

- 2) In relation to industrial noise the scheme shall demonstrate through measurement and modelling that industrial noise has been suitably mitigated.

The scheme shall specify construction details for measures designed to protect the whole development. This shall include details of perimeter bunding, acoustic fencing and walls.

The scheme shall identify those individual properties that require noise mitigation measures (window specifications and ventilation) to the fabric of the buildings to achieve the required internal noise levels and those individual properties that require the provision of acoustic fencing or walls on one or more of the boundaries to create the appropriate external noise environment for the amenity areas.

No residential property shall be occupied until the acoustic mitigation measures for the perimeter of the site to mitigate traffic and industrial noise to protect the whole development, as identified in the approved scheme, have been implemented.

Reason: This condition is required to ensure the proposed dwellings have a satisfactory level of residential amenity, and to satisfy the requirements of Policy SP20 of the Local Plan Strategy.

- 04 The perimeter noise mitigation measures agreed pursuant to condition 03 above shall be maintained, repaired and replaced at the expense of the developer, or their successor in title and at the written request of the Local Planning Authority.

Reason: In the interests of residential amenity and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.

- 05 Before the development hereby permitted is commenced, or such longer period as may be agreed in writing with the Local Planning Authority, details and samples of the materials to be used on the exterior of the building the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.

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

- 06 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 the building. The panel so constructed shall be retained only until the development has been completed

Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP 20 of the Ryedale Plan - Local Plan Strategy.

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- 07 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 the Ryedale Plan - Local Plan Strategy.
- 08 Prior to the commencement of the development, details of all windows, doors and garage doors, including means of opening, depth of reveal and external finish shall be submitted to and approved in writing by the Local Planning Authority
- Reason: To ensure an appropriate appearance and to comply with the requirements of Policy SP20 Ryedale Plan - Local Plan Strategy
- 09 Prior to the commencement of the development hereby approved precise details of existing spot ground levels across the site and proposed finished ground floor levels of each dwelling 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 an appropriate development and to protect the character and appearance of the area and to satisfy Policy SP13 and SP20 of the Ryedale Plan - Local Plan Strategy.
- 10 Before any part of the development hereby approved commences, plans showing details of landscaping and planting schemes shall be submitted to and approved in writing by the Local Planning Authority. The schemes shall provide for the planting of trees and shrubs and show areas to be grass seeded or turfed where appropriate to the development. The submitted plans and/or accompanying schedules shall indicate numbers, species, heights on planting, and positions of all trees and shrubs including existing items to be retained. All planting, seeding and/or turfing comprised in the above scheme shall be carried out in the first planting season following the commencement of the development, or such longer period as may be agreed in writing by the Local Planning Authority. Any trees or shrubs which, within a period of five years from being planted, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar sizes and species, unless the Local Planning Authority gives written consent to any variation.
- Reason: To enhance the appearance of the development hereby approved and to comply with the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 11 The surface water detention area shall be permanently filled with water and form a pond with precise details including cross-sectional drawings, details of the base material of the pond and inlet and outfall points to be submitted to and approved in writing with the Local Planning Authority. Thereafter the development shall be undertaken in accordance with the details agreed pursuant to this condition

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Reason: In the interests of the visual amenity of the area and to satisfy Policy SP20 of the Ryedale Plan - Local Plan Strategy and the Sherburn Parish Plan.

- 12 Prior to the commencement of the development hereby approved precise details of a scheme to discharge surface water from the site. The details shall include the surface water storage areas, the capacity of the system, the connection point to East Beck, cross sectional drawings of the scheme to show the depth and levels in relation to the surrounding land levels and future maintenance arrangements. The development shall be fully implemented and maintained in accordance with the details thereby agreed.

Reason: In order to ensure that the site can be effectively drained and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and NPPF

- 13 The surface water drainage scheme agreed pursuant to Condition 13, shall be restricted to a discharge rate of 5l/s into East Beck.

Reason: In order to ensure that the site can be effectively drained and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and NPPF.

- 14 Unless otherwise agreed in writing with the Local Planning Authority, development shall not commence until actual or potential land contamination at the site has been investigated and a Phase 2 Site Investigation Report (to follow the Ground Conditions Desk Study) (Hydrock Ref: R/14325/001) has been submitted to and approved in writing by the Local Planning Authority. Should remedial work be required, or requested by the Local Planning Authority, development shall not commence until a Remediation Statement has been submitted to and approved in writing by the Local Planning Authority. Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 10175 Code of Practice for the Investigation of Potential Contaminated Sites. Following remediation, submission of a verification report to be approved in writing by the Local Planning Authority will be required prior to the occupation of any dwelling.

Reason: In order to access potential ground contamination and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy and NPPF.

- 15 Unless otherwise agreed in writing with the Local Planning Authority the development hereby permitted shall be carried out in accordance with the Flood Risk Assessment prepared by Hydrock, October 2014.

Reason: In order to ensure that the site can be effectively drained and to comply with Policy SP17 of the Ryedale Plan - Local Plan Strategy and NPPF.

- 16 The development hereby approved shall be carried out in accordance with recommendations of the approved FPCR Arboriculture Report dated October 2014 submitted with the application. No development shall begin until details of the means of protecting trees and hedges within and immediately adjacent to the site of the particular phase, including root structure from injury or damage prior to or during the development works have been submitted to and approved in writing by the Local Planning Authority. Such protection measures shall be implemented before any works are carried out and retained during building operations and furthermore, no excavation, site works,

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

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

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

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

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

- 25 There shall be no access or egress by any vehicles between the highway and the application site until full details of any measures required to prevent surface water from non-highway areas discharging on to the existing or proposed highway together with a programme for their implementation have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The works shall be implemented in accordance with the approved details and programme.

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

- 26 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 of 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 number 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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- 27 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until splays are provided giving clear visibility of 56 metres measured along the adjacent channel line of the major road Sked Dale Road in both directions from a point measured 2.4 metres down the centre line of the access road. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason: In accordance with policy number SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of road safety.

- 28 Prior to the commencement of the development, a plan indicating visibility splays of 2m by 2m (measured down each side of the access and the back of footway of the major road) for individual dwellings shall be provided to and approved in writing by the Local Planning Authority. Once created, these visibility areas shall be maintained clear of any obstruction and retained for the intended purpose at all times. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason: In accordance with policy number SP20 of the Ryedale Plan - Local Plan Strategy and the interests of road safety to provide drivers of vehicles using the access and other users of the public highway with adequate inter-visibility commensurate with the traffic flows and road conditions.

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

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

(ii) An independent Stage 2 Safety Audit has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations.

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

The required highway improvements shall include:

Improvements to Sked Dale Road, St Hilda's Street and the A64 High Street as set out in the submitted Transport Assessment.

Reason: In accordance with policy number 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.

- 30 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 number 29 (above):

Improvements to Sked Dale Road, St Hilda's Street and the A64 High Street as set out in the submitted Transport Assessment.

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

- 31 No part of the development shall be brought into use until the approved vehicle access, parking, manoeuvring and turning areas approved under condition number 30:

(i) are available for use unless otherwise approved in writing by the Local Planning Authority.

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

Reason: In accordance with policy number SP20 of the Ryedale Plan - Local Plan Strategy and to provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development.

- 32 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 number SP20 of the Ryedale Plan - Local Plan Strategy and to establish measures to encourage more sustainable non-car modes of transport.

- 33 The submission of the Reserved Matters Application(s) relating to the layout and external appearance shall include a scheme for mitigation and enhancement works in relation to wildlife and biodiversity. The scheme shall include, gapping up the existing hedgerow network, retaining potential bat roost trees, buffering the beck with landscaping which would provide valuable habitat in the form of tussocky grass and scrub, including bat and bird boxes in the design of the building on site and creating nectar rich habitat for butterflies and other invertebrates around the site.

Reason: In order to mitigate and enhance wildlife and biodiversity on site and to satisfy Policy SP14 of Ryedale Plan - Local Plan Strategy.

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

- (i) The parking of vehicles of site operatives and visitors
- (ii) Loading and unloading of plant and materials
- (iii) Storage of plant and materials used in constructing the development
- (iv) Facilities to prevent deposit of mud, dirt and grit on public highway
- (v) A survey of the existing highway condition

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

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

Drawing Number	03 Rev.B
Access Drawing	1385/04

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

INFORMATIVE(S)

- 01 In imposing condition number 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 Local 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.
- 03 An explanation of the terms used relating to Condition 28 is available from the Highway Authority
- 04 An explanation of the terms used relating to Condition 29 is available from the Highway Authority.
- 05 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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- 06 There shall be no site clearance, demolition, excavation or depositing of material in connection with the construction of the development until the making of a Traffic Regulation Order to extend the existing 40 mph local speed limit southwards along Sked Dale Road to encompass the new estate road junction 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.
- 07 You should satisfy yourself, prior to commencement of any work related to this project, that no part of the works hereby approved (including foundations and/or guttering) extended onto or over adjoining land unless you have first secured the agreement of the appropriate landowner(s).
- 08 The applicant/developer is advised that this Decision Notice should be read in conjunction with the S106 Legal Agreement between the Council and the applicant dated 2015.
- 09 The applicant/developer is advised that the submitted indicative layouts have not demonstrated to the Council's Environmental Health officer that 73 dwellings can be satisfactorily accommodated on site.
- 10 The applicant/developer is advised that Condition 2 requires a comprehensive planting scheme for all sides of the site with substantial planting on the eastern and northern sites. Care will need to be undertaken to ensure the planting can screen where possible the acoustic attenuation measures required by Condition 03.

Footnote :

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

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

HEAD OF PLANNING & HOUSING

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SCHEDULE 2

Affordable Housing Obligations

1 PROVISION OF AFFORDABLE DWELLINGS

- 1.1 Prior to the Commencement Date the Owner will submit the Affordable Housing Scheme for the prior written approval of the Housing Services Manager.
- 1.2 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 comply with Schedule 6 and approved by the Housing Services Manager (such approval not to be unreasonably withheld or delayed) **PROVIDED THAT** if the Housing Services Manager fails to approve the specification within 21 days from the date certified by the Housing Services Manager as having received the specification the Housing Services Manager will be deemed to approve the specification **PROVIDED ALWAYS** that the Owner will not be required to provide more than 26 Affordable Housing Units on the Land.

2 DISPOSAL OF THE RENTED DWELLINGS.

- 2.1 The Owner will as soon as reasonably practicable following the Commencement of Development 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 Rented Dwellings ("**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 the Nomination from the Owner the Council may notify the Owner in writing any additional Affordable Housing Providers to whom the Owner shall market the Rented Dwellings.

- 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 Rented Dwellings to be constructed within the Development to such of the Affordable Housing Providers which express an interest in acquiring those Dwellings at the Rented Dwellings Offer Prices
- 2.4 In the event that the Affordable Housing Providers decline or are unable to accept the transfer of some or all of the Rented Dwellings 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 Rented Dwellings 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 Rented Dwellings to be constructed within the Development (or any individual unit or units comprised in the Rented Dwellings 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 Rented Dwellings to be constructed within the Development (or any individual unit or units comprised in the Rented Dwellings 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 this paragraph 2.5 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 Rented Dwellings (or any individual unit or units comprised in the Rented Dwellings 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 Rented Dwellings to be constructed within the Development to a Substitute Affordable

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

- 2.6 On payment of the sum referred to in paragraph 2.6 above the Owner shall be released from the affordable housing obligations in this paragraph 2 of Schedule 2 in so far as they relate to the relevant Rented Dwelling(s)

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 six 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 in accordance with the approved Affordable Housing Scheme
- 3.2 If after the Marketing Period has expired contracts have not been exchanged for the sale of one or more of any Discounted Sale Dwellings or Shared Equity Sale Dwellings that comprise all or part of the Intermediate Housing Units then the following shall apply:
- 3.2.1 The Owner will notify the Housing Services Manager in writing that contracts have not been exchanged ("the Notification")
- 3.2.2 If the Housing Services Manager is satisfied that the Owner has acted in accordance with the terms of this Deed and has exhausted all possible means to Dispose of the relevant Discounted Sale Dwellings or Shared Equity Sale Dwellings) in accordance with the provisions set out in the approved Affordable Housing Scheme then the Owner shall be at liberty to Dispose of the relevant Discounted Sale Dwelling(s) or Shared Equity Sale Dwelling(s) 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 Discounted Sale Dwelling(s)

or Shared Equity Sale Dwelling(s) on the open market pay to the Council the Affordable Housing Contribution attributable to the relevant Discounted Sale Dwelling(s) or Shared Equity Sale Dwelling(s) sold on the open market in accordance with paragraph 3.2.2

- 3.3 On payment of the sum referred to in paragraph 3.2.2 above the Owner shall be released from the affordable housing obligations in paragraph 3 of Schedule 2 of this Deed in so far as they relate to any Discounted Sale Dwelling(s) or Shared Equity Sale Dwelling(s) sold on the open market in accordance with paragraph 3.2.2 above
- 3.4 If after the Marketing Period has expired contracts have not been exchanged for the sale of one or more of any Shared Ownership Dwellings that comprise all or part of the Intermediate Housing Units then:
- 3.4.1 The Owner will notify the Housing Services Manager in writing that contracts have not been exchanged ("the Notification")
- 3.4.2 If the Housing Services Manager is satisfied that the Owner has acted in accordance with the provisions of this Deed and has exhausted all possible means to Dispose of the relevant Shared Ownership Unit(s) in accordance with the provisions set out in the approved Affordable Housing Scheme then the Owner shall for a period of six months from the date of the Notification remarket such units as either Discounted Sale Dwellings or Shared Equity Sale the relevant provisions of this Deed shall apply to such dwellings (including for the avoidance of doubt the provisions of paragraph 3.2 and 3.3 above save that that references in that paragraph to the Marketing Period shall be construed as reference to the period of time referred to this paragraph 3.4.2).
- 3.5 Following transfer pursuant to this Deed of the Intermediate Housing Units to an Affordable Housing Provider for occupation as Shared Ownership Dwellings, the Shared Ownership Dwellings shall be provided by an Affordable Housing Provider for the purpose of providing Shared Ownership Dwellings and will only be occupied as Affordable Housing by an Eligible Occupier in accordance with the terms of this Deed on the Shared Ownership Terms.
- 3.6 The first Disposal of each Shared Ownership Dwelling by an Affordable Housing Provider shall not involve the sale of an equity stake of less than 25% (twenty five

per cent) or more than 70% (seventy per cent) nor a rental element calculated at more than 2.75% (two point seven five per cent) of the value of the unsold equity.

- 3.7 The Discounted Sale Dwellings will only be Occupied as Affordable Housing in accordance with the terms of this Deed and the Resale Covenant Scheme.
- 3.8 The Owner will not advertise for sale or otherwise market the Discounted Sale Dwellings until he has obtained the Housing Services Manager's written approval of a Resale Covenant Scheme which:
- 3.8.1 prevents all subsequent sales from taking place in excess of the Discounted Sale Price;
 - 3.8.2 restricts purchasers to Eligible Occupiers (subject to paragraph 3.2 above);
 - 3.8.3 sets out the nomination rights and eligibility criteria;
 - 3.8.4 allows for eligibility but not price restrictions to be lifted in appropriate circumstances;
 - 3.8.5 sets out a procedure governing subsequent Disposals including notification of intention to sell, reasonable timescales, assessment of Open Market Value and any other appropriate remarketing provisions;
 - 3.8.6 sets out appropriate administrative and conveyancing arrangements for Disposals which shall be tailored according to the Owner's intention to sell freehold or leasehold title and which include the model transfers or leases which will be used to bring the Resale Covenant Scheme into binding effect
- 3.9 The first Disposal of each Discounted Sale Dwelling shall be at the Discounted Sale Price to a Council approved Eligible Occupier and shall secure that the approved Eligible Occupier enters into appropriate covenants direct with the Council pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 to ensure the enforceability of the Resale Covenant Scheme
- 3.10 All second and subsequent Disposals of a Discounted Sale Dwelling shall be at the Discounted Sale Price to a Council approved Eligible Occupier in accordance with the Resale Covenant Scheme to the intent and effect that this shall continue to

apply to all second and subsequent disposals but the word 'Owner' shall instead read 'seller of the Discounted Sale Dwelling 'PROVIDED that if the Owner demonstrates to the Housing Services Manager's reasonable satisfaction that:

- 3.10.1 he gave the Housing Services Manager full details of his marketing arrangements 14 (fourteen) days before a Discounted Sale Dwelling was first advertised and invited the Housing Services Manager to nominate Eligible Occupiers to purchase and Occupy it; and
 - 3.10.2 he advertised the Discounted Sale Dwelling at the Discounted Sale Price on the open market for 10 (ten) weeks or for such lesser period (or periods) as the Housing Services Manager may agree; and
 - 3.10.3 he used reasonable endeavours to advance a sale with any Eligible Occupier who appeared to be suitable prospective purchasers; and
 - 3.10.4 a contract for sale has not been executed and exchanged then the Owner shall be at liberty to Dispose of such Discounted Sale Dwelling 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 such Discounted Sale Dwelling on the open market pay to the Council the Affordable Housing Contribution attributable to such Discounted Sale Dwelling sold on the open market in accordance with this paragraph 3.10
- 3.11 On payment of the sum referred to in paragraph 3.10 above the Owner shall be released from the affordable housing obligations in paragraph 3 of Schedule 2 of this Deed in so far as they relate to the relevant Discounted Sale Dwelling sold on the open market in accordance with paragraph 3.10 above
- 3.12 Upon Disposal of any Discounted Sale Dwellings the Owner shall observe and perform the obligations of the Owner and transferee within the Resale Covenant Scheme agreed by the Council and shall procure that all future Disposals of those Dwellings shall be bound by the terms of the Resale Covenant Scheme.
- 3.13 The Shared Equity Sale Dwellings will only be Occupied as Affordable Housing in accordance with the terms of this Deed and the Shared Equity Sale Scheme.
- 3.14 The Owner will not advertise for sale or otherwise market the Shared Equity Sale Dwellings until he has obtained the Housing Services Manager's written approval of a Shared Equity Sale Scheme which details:

- 3.14.1 the restriction of purchasers to Eligible Occupiers (subject to clause 3.16 below) ;
 - 3.14.2 the procedural steps notifications and timescales governing Disposals of the Shared Equity Sale Dwellings including notification of intention to sell, reasonable timescales, assessment of Open Market Value and any other appropriate remarketing provisions;
 - 3.14.3 eligibility criteria;
 - 3.14.4 alternative arrangements in the event that sales are not forthcoming within reasonable timescales;
 - 3.14.5 a procedure for assessing Open Market Value;
 - 3.14.6 terms of Disposal including appropriate administrative and conveyancing arrangements requiring co-operation between sellers buyers and chargees including the Council;
 - 3.14.7 terms regarding priority, repayment and redemption of the Shared Equity Legal Mortgage.
- 3.15 The first Disposal of each Shared Equity Sale Dwelling shall be in accordance with the Shared Equity Sale Scheme to a Council approved Eligible Occupier and at no more than seventy per cent (70%) of Open Market Value of the relevant Dwelling and the remaining percentage of the Open Market Value (a thirty per cent (30%) minimum share of the Open Market Value) shall be secured upon each Shared Equity Sale Dwelling by way of the Shared Equity Legal Mortgage.
- 3.16 All second and subsequent Disposals of a Shared Equity Sale Dwelling shall be in accordance with the Shared Equity Sale Scheme to a Council approved Eligible Occupier and any part of the initial minimum 30% (thirty per cent) share of Open Market Value which remains unpaid shall again be secured upon the Shared Equity Sale Dwelling by the Shared Equity Legal Mortgage PROVIDED that if the Owner demonstrates to the Housing Services Manager's reasonable satisfaction that:
- 3.16.1 he gave the Housing Services Manager full details of his marketing arrangements 14 (fourteen) days before a Shared Equity Sale Dwelling

was first advertised and invited the Housing Services Manager to nominate Eligible Occupiers to purchase and Occupy it; and

3.16.2 he advertised the Shared Equity Sale Dwelling on the open market for 10 (ten) weeks or for such lesser period (or periods) as the Housing Services Manager may agree; and

3.16.3 he used reasonable endeavours to advance a sale with any Eligible Occupier who appeared to be suitable prospective purchasers; and

3.16.4 a contract for sale has not been executed and exchanged then the Owner shall be at liberty to Dispose of such Shared Equity Sale Dwelling 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 such Shared Equity Sale Dwelling on the open market pay to the Council the Affordable Housing Contribution attributable to such Shared Equity Sale Dwelling sold on the open market in accordance with this paragraph 3.16

3.17 On payment of the sum referred to in paragraph 3.16 above the Owner shall be released from the affordable housing obligations in paragraph 3 of Schedule 2 of this Deed in so far as they relate to the relevant Shared Equity Sale Dwelling sold on the open market in accordance with paragraph 3.16 above

3.18 Upon Disposal of any Shared Equity Sale Dwelling the Owner shall observe and perform the obligations of the Owner within the Shared Equity Sale Scheme approved by the Council and shall procure that all future Disposals of those Dwellings shall be bound by the terms of the Shared Equity Sale Scheme approved by the Council.

4. GENERAL PROVISIONS

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

4.1.1 Practical Completion of more than 25% of the Market Dwellings until the Owner has entered into a binding contract with one or more Affordable Housing Providers for the disposal of the Rented Dwellings;

- 4.1.2 Practical Completion of more than 50% of the Market Dwellings until 50% of the Rented Dwellings have been constructed and transferred to one or more Affordable Housing Providers;
 - 4.1.3 Practical Completion of more than 75% of the Market Dwellings until the remaining 50% of Rented Dwellings have been constructed and transferred to one or more Affordable Housing Providers;
- 4.2 Not to permit (unless the Owner is entitled to dispose of the Intermediate Housing on the Open Market in accordance with paragraphs 3.2 and 3.4 of this Schedule) Practical Completion of more than 50% of the Market Dwellings until 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 Dwellings; and
 - 4.3.2 an Affordable Rent in respect of the Affordable Rent Housing
 - 4.3.3 a rent which accords with the Shared Ownership Terms in respect of any of the Intermediate Housing Units which are Shared Ownership Dwellings let 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
- 4.5 To supply within 14 working days from the date of the relevant transfer of the Affordable Housing Units to an 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 The restrictions in this Schedule 2 shall not apply to Affordable Housing Units:
- 4.6.1 in the possession of a chargee or mortgagee of an Affordable Housing Provider in the event of a default under a mortgage or charge or in the possession of any receiver appointed by them or any successors in title to such mortgagee or chargee PROVIDED THAT
- 4.6.1.1 the chargee or mortgagee has given the Council at least three months written notice of its intention to exercise such power of sale, and
- 4.6.1.2 the chargee or mortgagee has used reasonable endeavours to first dispose of the dwellings to another Affordable Housing Provider and has provided written evidence of such reasonable endeavours and secured the Housing Services Manager's written approval thereof and, for the avoidance of doubt such chargee or mortgagee shall not be under any obligation to dispose of the dwellings for a sum less than the monies outstanding pursuant to the legal charge or mortgage plus any interest and costs; and
- 4.6.1.3 if the said mortgagee, chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 4.6.1.2 above, within the said three month period, the said

mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer, and such buyer shall take free of the restrictions imposed herein in relation to the relevant Affordable Housing Units.

- 4.6.2 owned by a tenant who has exercised a statutory right to acquire by way of a purchase grant or like scheme or any mortgagee or chargee of such tenant or any receiver appointed by such mortgagee or chargee (including administrative receivers);
- 4.6.3 in the possession of a chargee or mortgagee which has entered into possession in accordance with the Shared Ownership Terms or any receiver appointed by such mortgagee or chargee (including administrative receivers);
- 4.6.4 owned by an occupier who has purchased 100% (one hundred per cent) of the equity of a lease on Shared Ownership Terms following the exercise of Staircasing rights or in accordance with any other Homebuy scheme or any mortgagee or chargee of such occupier or any receiver appointed by such mortgagee or chargee (including administrative receivers)

SCHEDULE 3

Off-Site Financial Contributions

1. Payment of the Cycle/ Pedestrian Contribution

- 1.1 The Owner agrees to pay the Council the Cycle/ Pedestrian Contribution prior to Practical Completion of the 35th Dwelling or 50% of the Dwellings to be constructed on the Site which ever first occurs;

2 Payment of the Traffic Management Contribution

- 2.1 The Owner agrees to pay the Council the Traffic Management Contribution prior to the Commencement Date.

3 Payment of the Education Contribution

- 3.1 The Owner agrees to pay the Council the Education Contribution prior to Practical Completion of the 35th Dwelling or 50% of the Dwellings to be constructed on the Site which ever first occurs.

SCHEDULE 4
ON-SITE PUBLIC OPEN SPACE

The Owner covenants with the Council

- 1 To submit a scheme for on-site public open space (POS) at the same time as the reserved matters application for the detailed site layout is submitted to the Council

- 2 Not to Commence Development on the Site until the submitted scheme for the (POS) has been approved in writing by the Head of Planning and Housing. The scheme will include;
 - 2.1 0.14 hectares in area to be divided between a Local Area of Play and a Local Equipped Area of Play as defined by the National Playing Fields Association Standards; this area to be located in the north-western corner of the Site adjacent to the A64 shown on Plan 3

 - 2.2 0.28 hectares in area of POS for adult and youth provision.

 - 2.3 All of the POS being functional and available as useable open space

 - 2.4 A management plan setting out the timescale for completion of the POS which must as a minimum provide for
 - 2.4.1 All of the POS to be completed and available for use prior to Practical Completion of 70% of the Dwellings on the Site;

 - 2.4.2 Future maintenance and management of the POS areas for a period of not less than 20 years to ensure that they continue to be available for use in perpetuity.

SCHEDULE 5
ELIGIBILITY CRITERIA

1. The Owner shall ensure the Affordable Housing Units are occupied by persons who are in housing need, and who cannot ordinarily afford to rent or purchase housing on the open market and who meet one of the qualifying criteria set out in paragraphs 1.1-1.6 below provided that such persons shall be prioritised in accordance with the cascade set out in paragraphs 1.1 to 1.6
 - 1.1 who have for a period of at least 3 years been ordinarily resident within the Parish of Sherburn; or
 - 1.2 who have been permanently employed within the Parish of Sherburn 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 surrounding Parishes which adjoin Sherburn; 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
 - 1.6 if no such person qualifies under paragraph 1.5 above then any person in need of affordable housing as approved by the Council.

SCHEDULE 6

1 AFFORDABLE HOUSING SPECIFICATION

- 1.1 Family bathroom to have shower over bath
- 1.2 Full height tiling to all walls around bath
- 1.3 Close boarded 1800mm high fencing and lockable gate (if required) to all rear gardens of houses
- 1.4 Anti Slip flooring to all wet areas
- 1.5 Turf to front and rear gardens
- 1.6 Digital TV Capability to all houses, with communal digital compatible ariel with booster to apartments
- 1.7 All properties to have door numerals and letterboxes
- 1.8 Provision of all necessary refuse and recycling bins
- 1.9 Apartments to have external communal drying areas and bin stores
- 1.10 Door entry system for apartments preferably video

SCHEDULE 7

THE COUNCIL'S OBLIGATIONS

1 USE OF THE AFFORDABLE HOUSING CONTRIBUTION

- 1.1 The Council undertakes to use the Affordable Housing Contribution (if any) solely for the purpose of providing additional Affordable Housing, which may include but not be limited to the following: -
- 1.2 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;
- 1.3 Support for specific initiatives to regenerate the existing housing stock e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals;
- 1.4 Support for specific schemes which are developed to provide permanent homes to meet an identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people;
- 1.5 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

2 USE OF CONTRIBUTIONS

- 2.1 to use the Cycle/ Pedestrian Contribution, the Education Contribution and the Traffic Management Contribution received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are paid and to provide the Owner with such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement;
- 2.2 that in the event that any sums paid under the terms of this Agreement have not been expended in accordance with the provisions of this Agreement (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money

for the purpose for which it is paid which is reasonably likely to result in the fulfillment of that purpose) within five years of the date of receipt by the Council of such payment, to refund to the party who paid such sum any unexpended part of that sum together with Interest for the period from the date of payment to the date of refund.

SCHEDULE 8

RESTRICTION ON USE OF THE BLUE LAND

1. The Owner covenants with the Council not to use any or all of the existing agricultural buildings which are located within that part of the Blue Land which is shown hatched green on Plan 2 for the purpose of housing livestock, poultry, or other similar animals, whether on a permanent or temporary basis.

PLAN 2

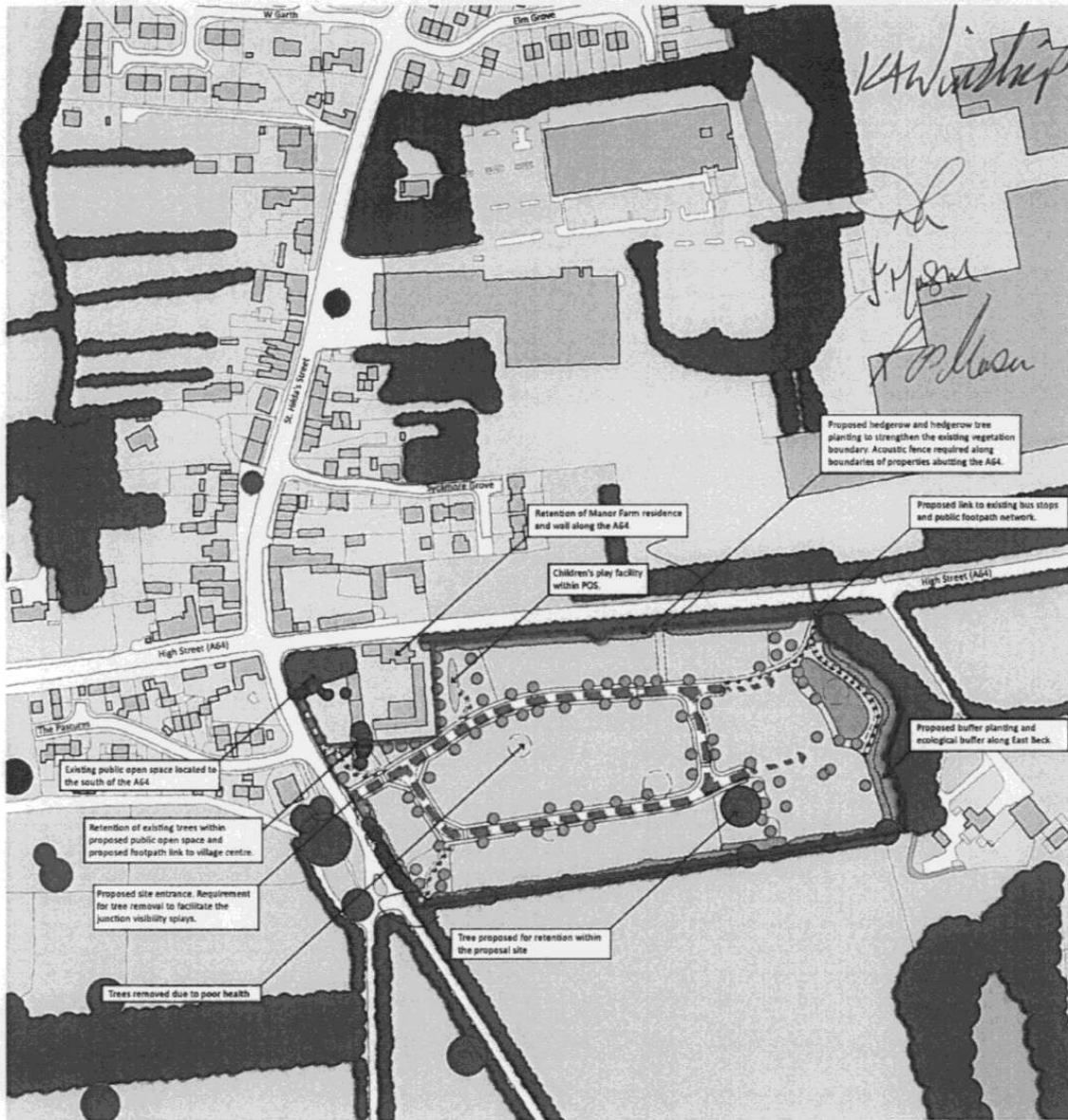


Handwritten signatures and initials:
 J. H. M.
 R. M.
 R. M.

Project 2014-032 Sherburn, High Street		Issue Date 13.08.14	
Revision notes Blue line shown over green hatched area		Drawing No Plan 2	
Rev E	Date 16.10.15	By ET	Status Legal
GLADMAN Gladman House, Alwoodley Hall Longferry, Holbeck Park Leeds, LS16 5PL Tel: 0113 275 1234 Fax: 0113 275 1231 www.gladman.co.uk			

PLAN 3

KAW
Wishup
sh
fyson
A. Wilson



Site Boundary (3.16 HA)

Proposed residential development area = 2.34 Ha

Retention of Manor Farm

Proposed public open space (0.42 Ha)
Includes play provision, excludes water bodies

Existing trees and hedges

Existing trees to be removed due to poor health or highway visibility splays

Proposed footpath links

Proposed planting to strengthen existing hedgerow and provide visual screening (0.33 Ha)

Proposed specimen tree planting

Proposed attenuation pond (700m²)

Proposed Primary Roads

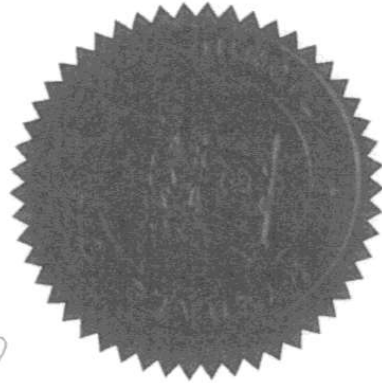
Proposed Secondary Roads



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

[Handwritten signature]

Minute 173/15
Reg No. 6871
Initials BS.



SIGNED as a deed by)
GLADMAN DEVELOPMENTS LIMITED)
acting by a director in the presence of:)

[Handwritten signature]

Witness

N J Baines

Name

Address

Name NICKOLA JANE BAINES
Gladman Legal Department
Gladman House Alexandria Way
Congleton Cheshire CW12 1LB For

SIGNED as a deed by)
RICHARD GEORGE PETER MASON)
In the presence of)

[Handwritten signature]

Witness

[Handwritten signature]

Name

IAN BARNARD

Address

FORSYTH HOUSE, MARKET PLACE,
MALTON YO17 7LR.

SIGNED as a deed by
IAN MICHAEL MASON
In the presence of

)
)

J. Mason

Witness

[Signature]

Name

IAN BAENARD

Address

FORSYTH HOUSE, MARKET PLACE,
MALTON YO17 7LR