

DATED 26 FEBRUARY 2016

RYEDALE DISTRICT COUNCIL

- and -

HENRY CLIVE RICHARDSON

- and -

MANDALE HOMES NORTH YORKSHIRE LIMITED

AGREEMENT AND PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to Land and Buildings on the east side of High Street, Slingsby, North Yorkshire

Anthony Winship
Council Solicitor
Ryedale District Council
Ryedale House
Malton
YO17 7HH

THIS AGREEMENT is made the 26 day of FEBRUARY 2016
BETWEEN: -

(1) RYEDALE DISTRICT COUNCIL of Ryedale House, Malton, North Yorkshire YO17 7HH ("Council")

and

(2) HENRY CLIVE RICHARDSON of Bosworth Barn, Fryton, Slingsby, York. YO62 4AT ("Owner")

(3) MANDALE HOMES NORTH YORKSHIRE LIMITED - CRN 08240206 Registered Office Mandale House, 5 Neville Road, North Tees Industrial Estate, Stockton-on-Tees, TS18 2RD ("Developer")

1 DEFINITIONS

1.1 In this Agreement the expressions listed below shall have the meanings respectively assigned in relation thereto unless the context otherwise requires it: -

"1990 Act" means the Town and Country Planning Act 1990 as amended;

"Agreement" means this agreement;

"Affordable Dwellings" means four (4) of the Dwellings to be provided as Affordable Housing on the Land consisting of together the Social Rented Dwellings and the Intermediate Dwellings and reference to **"Affordable Dwelling"** shall be construed accordingly;

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the NPPF (or any future guidance or initiative that replaces or

supplements it);

"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 /Intermediate Rent"

means: -

an intermediate rent set at 80% of the open market rent for Slingsby ("**Intermediate Rent**");

in the event that a Affordable Housing Provider is unable to dispose of the Affordable / Intermediate Dwellings at an Intermediate Rent, and if first approved in writing by the Council, a rent of less than 80% of the open market rent for Slingsby ("**Affordable Rent**")

or such other rent that is in accordance with government policy relating to Affordable Housing Provider rent levels at the time and first approved in writing by the Council;

means the decision notice substantially in the form attached as the draft contained in the Fifth Schedule to this agreement;

"Decision Notice"

means the decision notice substantially in the form attached as the draft contained in the Fifth Schedule to this agreement;

"Development"	means the development proposed by the Planning Application and any development pursuant to that application of all or part of the Land;
"Drawing"	means drawing no. 1531/004H annexed hereto
"Dwellings"	mean those units to be constructed on the Land and "Dwelling" shall be construed accordingly;
"Eligible Occupier"	means a person or household identified in accordance with the provisions of the Second Schedule to this Agreement;
"Homes and Communities Agency"	means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
"Housing Services Manager"	means the Housing Services Manager of the Council or such other Officer as may from time to time be nominated by him / her or carry out the functions at the date hereof carried out by him / her;
" Intermediate Dwellings"	means two (2) of the Affordable Dwellings to be provided on: - 2 of the following Plots:- Plots D1, D 2, C15 or C16 Being two 2-bed dwellings to be made available as shared ownership housing or

shared equity housing or such other form of affordable / intermediate affordable housing (other than Social Rented Dwellings) that meets the criteria of Annex 2 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 or such other funding that is in accordance with government policy relating to Affordable Housing Provider rent levels at the time and first approved in writing by the Council suitable for those unable to meet their housing needs on the open market such properties to be made available at an Affordable / Intermediate Rent to persons in accordance with the Affordable Housing Provider and / or nominated Affordable Housing Provider s policy and reference to Intermediate Dwelling" shall be construed accordingly;

"Intermediate Dwelling Offer Price"

2-Bed £93,551 (ninety three thousand five hundred and fifty one pounds) (per dwelling)

"Land"

means land and building to the east side of High Street, Slingsby, North Yorkshire as shown for identification purposes only edged red on the Plan;

"Market Dwellings"

means those units to be constructed on the Land excluding the Affordable Dwellings for

sale on the open market and "Market Dwelling" shall be construed accordingly;

"Market Value"

means a figure to be agreed between the Owner and the Council calculated having regard to the estimated amount for which a relevant Dwelling should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

"NPPF"

the Communities and Local Government National Planning Policy Framework dated March 2012

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

"Plan"

the plan marked "Stanfords Vector Map" annexed to this agreement;

"Planning Application"

means the planning application received by the Council under reference number 15/01323/MFUL for residential development on the Land;

"Planning Permission"

means the planning permission to be granted pursuant to the Planning Application

"Plots"

means the individual dwelling plots shown on the Drawing.

" POS Contribution"

means the sum of £45,324 (Forty Five thousand three hundred and twenty four pounds only) to be paid by the Developer to the Council as a contribution to be applied by the Council towards the provision of and / or improvements to public open space within the vicinity of the Land

"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;

"Social Rent"

Means 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 to the Social Rented Dwellings and which sum shall be agreed for letting between the Owner the Housing Services Manager and the Affordable Housing Provider or Nominated Affordable Housing Provider (whichever has taken the transfer of the Social Rented Dwellings) and thereafter any increases or decreases shall be in accordance with the Affordable Housing Provider's or Nominated 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 Rented Dwellings"

means two of the (2) Affordable Dwellings to be provided on 2 of the following Plots

Plots D1, D2, C15 and C16

Being two 2-bed dwellings and to be made available at a Social Rent to persons in accordance with the Affordable Housing Providers and/or Nominated Housing Associations policy and reference to "**Social Rented Dwelling**" shall be construed accordingly;

"Social Rented Dwelling Offer Prices" 2-Bed dwelling £71,100 (seventy one thousand one hundred pounds) (per dwelling)

"Standard Size" Means Dwellings at the following size:-

2-Bed minimum 79 m² gross internal floor area

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

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

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

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

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

1.2.4 references to the Land include any part of it;

- 1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owner or Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.
- 1.3 The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2 EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land 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 Land pursuant to the Planning Permission; or

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- 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.
- 2.6 Nothing in this Agreement prohibits or limits the right to develop any part of the Land 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.
- 2.7 The Owner is the freehold owner of the Land registered at the Land Registry with title number NYK273791.
- 2.8 The Owner and the Developer have entered into a contract dated 12 November 2015 in respect of the Land.

3 COMMENCEMENT DATE

- 3.1 The obligations contained in **clauses 4.1 to 4.2** 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 Land pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act ("the Commencement Date") (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 Land;
 - 3.2.5 works for the provision of drainage or mains services to prepare the Land for development; or
 - 3.2.6 the erection of a contractor's work compound or erection of fencing to the boundary of the Land.

4 OBLIGATIONS OF THE PARTIES

- 4.1 The Owner and the Developer agree with the Council to comply with the obligations set out in the **First Schedule**, the **Second Schedule** and the **Fourth Schedule** in relation to the Development.

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- 4.2 The Council agrees with the Owner and the Developer to comply with its obligations set out in the **Third Schedule**.
- 4.3 The Council agrees with the Owner and the Developer to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.4 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 Land or the part of the Land 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 Land in any transfer of the Land will constitute an interest for the purposes of this **clause 4.5**.
- 4.5 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed being not more than £800.00

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 planning permission other than the Planning 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 Land.
- 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 connection 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** "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 Land .
- 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.
- 7.6** The Specialist is to act as an independent expert and:
- 7.5.1** each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 7.5.2** each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.5.3** the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.5.4** the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 7.5.5** the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

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

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

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

8 COMMUNITY INFRASTRUCTURE LEVY

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

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

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

8.2.2 the Owner and the Developer 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.

EXECUTION

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

FIRST SCHEDULE

(Owner and Developer Covenants)

The Owner and the Developer hereby covenant with the Council as follows: -

AFFORDABLE HOUSING

1. To procure that the Affordable Dwellings be constructed on the Land in accordance with the Planning Permission, approved plans, Standard Size and physical specification to be negotiated with an Affordable Housing Provider for offer of disposal to an Affordable Housing Provider at the following prices: -
 - 1.1 Social Rented Dwelling at the Social Rented Dwelling Offer Price; and
 - 1.2 Intermediate Dwelling at the Intermediate Dwelling Offer Price.
 - 1.3 On terms and conditions approved in writing by the Council
2. As soon as reasonably practicable to nominate in writing to the Council the Affordable Housing Providers to whom the Owner or Developer will market the Affordable Dwellings PROVIDED THAT it is agreed that with the Council's prior approval the Owner or Developer will be entitled to amend the nomination by adding or removing Affordable Housing Provider s from time to time during the course of carrying out the Development ("Nomination"). Within 10 working days of the Council receiving from the Owner or Developer a Nomination the Council may notify to the Owner or Developer in writing of any additional Affordable Housing Provider s to whom the Owner or Developer shall offer and use reasonable endeavours to contract to transfer the Affordable Dwellings.
3. The Owner or Developer shall as soon as reasonably practicable following a Nomination pursuant to paragraph 2 of this Schedule enter into negotiations with those Affordable Housing Providers which it have selected from its Nomination and use reasonable endeavours to contract to transfer the Affordable Dwellings to be constructed within the Development to such Affordable Housing Provider which expresses an interest in acquiring those dwellings as it shall choose at the following prices:-
 - 3.1 A Social Rented Dwelling at the Social Rented Dwelling Offer Price; and
 - 3.2 Intermediate Dwelling at the Intermediate Dwelling Offer Price.

4. In the event that the Affordable Housing Provider (s) declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed on the terms of this Agreement or if in the Owner, Developer or the Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Affordable Housing Provider for the transfer of some or all of the Affordable Dwellings within a period of three months from the date of the offer referred to in paragraph 3 of this Schedule the Owner or Developer or the Council shall give written notice to the others ("Notice") and the Owner or Developer may select another Affordable Housing Provider (s) from the Nomination or notification referred to in paragraph 2 of this Schedule .

5. The Owner shall offer to enter into negotiations with the nominated Affordable Housing Provider for the transfer to it of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) on the terms of this Agreement and if the Affordable Housing Provider (s) declines or is unable to accept the transfer of some or all of the Affordable Dwellings to be constructed within the Development (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) within a period of three months from the date of any offer made pursuant to paragraph 1 of this Schedule or if following negotiations no offer is forthcoming and the Council acting reasonably is satisfied on the evidence provided by the Owner that the Owner has used reasonable endeavours to transfer the Affordable Dwellings (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider) to the nominated Affordable Housing Provider and there is no reasonable prospect of securing the transfer of any part or element of the Affordable Dwellings to be constructed within the Development to a nominated Affordable Housing Provider then the Owner shall be permitted to dispose of the Affordable Dwellings to be constructed within the Development that may not have been contracted to be sold to the Affordable Housing Provider or the nominated Affordable Housing Provider (or any individual unit or units comprised in the Affordable Dwellings that has/have not been transferred or may not have been contracted to be sold to the Affordable Housing Provider or the nominated Affordable Housing Provider) individually on the open market free

from the restrictions and obligations contained in this Agreement and the Owner shall within 28 days of each sale pursuant to this clause pay to the Council the Affordable Housing Contribution in accordance with the calculation at the Fourth Schedule to this Agreement.

6. Unless the Owner is entitled to dispose of the Affordable Dwellings on the open market in accordance with the provisions of paragraph 5 of this Schedule not to permit Practical Completion of the 7th Market Dwelling until the Affordable Dwellings have been constructed and transferred to an Affordable Housing Provider.
- 7 It shall be a term of the sale of the Affordable Dwellings that an Affordable Housing Provider shall not dispose of or cause or permit the disposal of the Affordable Dwellings other than for the purpose of providing tenancies at -
 - 7.1 A Social Rent in respect of the Social Rented Dwellings; and
 - 7.2 An Intermediate/Affordable Rent in respect of the Intermediate Dwellings to Eligible Occupiers.
8. Prior to the transfer of any of the Affordable Dwellings pursuant to this Schedule the Owner shall ensure they are fully serviced and accessible by vehicles and pedestrians.
9. To supply within 14 working days from the date of the transfer of the Affordable Dwellings to an Affordable Housing Provider a copy of that transfer to the Council.
10. Any transfer of the Affordable Dwellings to an Affordable Housing Provider shall contain reasonable provisions ensuring that the Affordable Dwellings 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: -
 - 10.1 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 Dwelling under the terms of a Shared Ownership Lease based substantially on the Homes and Communities model lease; or

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

10.3 Any subsequent disposition of the properties following a disposal falling within paragraphs 10.1 or 10.2 above.

Public Open Space Contribution

11. Not to permit Practical Completion of the 7th Market Dwelling until the POS Contribution has been paid to the Council.

SECOND SCHEDULE

Occupancy Criteria

The Owner shall ensure the Affordable Dwellings are occupied by persons: -

1. who have for a period of at least 2 years been ordinarily resident within the parish of Slingsby, or
2. who have been permanently employed in the parish of Slingsby for 2 years or more, or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident for a period of at least 2 years in any of the following parishes; Barton-Le-Street, South Holme, Fryton, Coneysthorpe or Hovingham.
4. if no such person qualifies under paragraph 3 above for occupation then a person ordinarily resident for a period of at least 2 years in any area in the District of Ryedale
5. if no such person qualifies under paragraph 4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 5.1 family association in the area of Ryedale District,
 - 5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Dwelling becomes vacant, or
 - 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

THIRD SCHEDULE
(Council's Covenants)

The Council covenants with the Owner as follows: -

- 1 To issue a receipt for the POS Contribution and if applicable the Affordable Housing Contribution.
- 2 To apply the POS Contribution towards the purposes specified in the definition of POS Contribution the need for which directly arises from the Development and not to apply the POS Contribution for any other purposes and the Council shall (on the reasonable request of the payer or the payer's nominee) provide evidence that the monies have been so applied.
- 3 The Council will on the reasonable written request of the Owner at any reasonable time or times after any of the planning obligations under this Agreement have been fulfilled issue written confirmation thereof or at any reasonable time after this Agreement ceases to have effect issue written confirmation thereof.
- 4 **USE OF THE AFFORDABLE HOUSING CONTRIBUTION**
 - 4.1 The Council undertakes to use any Affordable Housing Contribution solely for the purpose of providing additional Affordable Housing, which may include but not be limited to the following: -
 - 4.2 Support for Affordable Housing Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works of improvement or repair;
 - 4.3 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;
 - 4.4 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;
 - 4.5 Support for the Rural Housing Enabler / Affordable Development Officer functions at the Council

5. To return to the payer or its nominee such part or parts of the POS Contribution and Affordable Housing Contribution as shall not have been expended within 5 years of the Council's receipt of the same together with any interest accrued.

FOURTH SCHEDULE

Affordable Housing Contribution

The Market Value of the relevant Affordable Dwelling at the time that the Dwelling is offered for sale

minus

The purchase price of the Affordable Dwelling which would have been paid by the Affordable Housing Provider had the dwelling been transferred to them pursuant to the First Schedule to this Agreement.

FIFTH SCHEDULE
(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: 15/01323/MFUL
Proposal: Erection of 6no. two bedroom dwellings, 7no. three bedroom dwellings and 5no. four bedroom dwellings with associated garaging, parking and amenity areas and formation of vehicular access onto High Street
at: Land East Of High Street Slingsby Malton
for: Mandale Construction Ltd
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 SP12 Heritage
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 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

Mandale Construction Ltd
C/O England & Lyle (Mrs Tessa Fletcher)
55 Coniscliffe Road
Darlington
DL3 7EH

CONDITIONS AND ASSOCIATED REASONS

- 01 The development hereby permitted shall be begun on or before 21 January 2018.
- Reason:- To ensure compliance with Section 51 of the Planning and Compulsory Purchase Act 2004
- 02 Notwithstanding the submitted details, and 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 buildings boundaries and structures, the subject of this permission shall be submitted to and approved in writing by the Local Planning Authority.
- (NB Pursuant to this condition the applicant is asked to complete and return the attached proforma before the development commences so that materials can be agreed and the requirements of the condition discharged)
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 03 Prior to the commencement of the development hereby permitted, the developer shall construct on site for the written approval of the Local Planning Authority, a one metre square free standing panel of the external walling to be used in the construction of building. The panel so constructed shall be retained only until the development has been completed.
- Reason: To ensure a satisfactory external appearance and to satisfy the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 04 Notwithstanding the details submitted and prior to the commencement of the development, details of all windows, doors and garage doors, including their design, profile, material, glazing bar details means of opening, depth of reveal, external finish, and cross-sectional drawings at 1:20 shall be submitted to and approved in writing by the Local Planning Authority.
- Reason: To ensure an appropriate appearance and to comply with the requirements of Policy SP20 of the Ryedale Plan - Local Plan Strategy.
- 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

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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.

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

1. The programme and methodology of site investigation and recording
2. Community involvement and/or outreach proposals
3. The programme for post investigation assessment
4. Provision to be made for analysis of the site investigation and recording
5. Provision to be made for publication and dissemination of the analysis and records of the site investigation
6. Provision to be made for archive deposition of the analysis and records of the site investigation
7. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

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

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

Reason:- The site is of archaeological interest and investigation/protection and observation of the site is required by the National Planning Policy Framework.

- 07 Notwithstanding the provisions of Schedule 2, Part 1 of the Town & Country Planning (General Permitted development) Order 1995 (or any Order revoking, re-enacting or amending that Order), development of the following classes shall not be undertaken on Plots 1-4 and 15-18 other than as may be approved in writing by the Local Planning Authority following a specific application in that respect:

- Class A: Enlargement, improvement or alteration of a dwellinghouse
- Class B: Roof alteration to enlarge a dwellinghouse
- Class C: Any other alteration to the roof of a dwellinghouse
- Class D: Erection or construction of a domestic external porch
- Class E: Provision within the curtilage of a dwellinghouse of any building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of a dwellinghouse or the maintenance, improvement or other alteration of such a building or enclosure.

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

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- 08 Prior to the commencement of any part of this development, precise details of a scheme for the discharge of surface water from the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be undertaken in accordance with the details thereby agreed.

Reason:- In order to ensure the site is effectively drained and to satisfy Policy SP17 of the Ryedale Plan - Local Plan Strategy.

- 09 Notwithstanding the plans hereby approved, details of the eaves details on all the buildings hereby approved shall be submitted to and approved in writing by the Local Planning Authority, prior to the commencement of the development.

Reason:- In order to ensure a satisfactory external appearance and to satisfy Policies SP12, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 10 Further intrusive investigation as recommended in the Hymas Site Services Site Investigation Report reference number 7638.05, September 2005 shall be carried out to determine the extent of contamination over the whole site when the site has been cleared of buildings with a view to preparing a full risk assessment for the site.

Development shall not commence until a Remediation Strategy has been submitted to and approved in writing by the Local Planning Authority. The approved remediation measures shall be implemented in accordance with the timescales in the Remediation Strategy Report.

Reports shall be prepared in accordance with Contaminated Land Report 11 and BS 101 75 Code of Practice for the Investigation of Potential Contaminated Sites.

Reason:- In order to assess the potential contamination of the site, and to satisfy the National Planning Policy Framework.

- 11 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.

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- (2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing:
- (a) the existing ground level
 - (b) the proposed road channel and centre line levels
 - (c) full details of surface water drainage proposals.
- (3) Full highway construction details including:
- (a) typical highway cross-sections to scale of not less than 1:50 showing a specification for all the types of construction proposed for carriageways, cycleways and footways/footpaths
 - (b) when requested cross-sections at regular intervals along the proposed road showing the existing and proposed ground levels
 - (c) kerb and edging construction details
 - (d) typical drainage construction details.
- (4) Details of the method and means of surface water disposal.
- (5) Details of all proposed street lighting.
- (6) Drawings for the proposed new roads and footways/footpaths giving all relevant dimensions for their setting out including reference dimensions to existing features.
- (7) Full working drawings for any structures which affect or form part of the highway network.
- (8) A programme for completing the works.

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

Reason:- In accordance with Policy SP20 of the 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.

- 12 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.

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- 13 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.

- 14 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.

- 15 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 39 metres measured along both channel lines of the major road High Street 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 SP20 of the Ryedale Plan - Local Plan Strategy and in the interests of road safety.

- 16 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until visibility splays providing clear visibility of 2 metres x 2 metres measured down each side of the access and the back edge of the footway of the major road have been provided. The eye height will be 1.05 metres and the object height shall be 0.6 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

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

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- 17 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:

(a) Provision of tactile paving

(b) Details of a location and details of a new bus stop including a shelter if applicable, with raised bus boarder kerbs and footway surface and grass verge level adjustment at a new location to be prior agreed in writing on High Street.

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.

- 18 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition 17:

A new bus stop and raised bus boarder kerbs and footway surface and grass verge level adjustment at a new location on High Street.

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

- 19 No dwelling shall be occupied until the related parking facilities have been constructed in accordance with the approved drawing 1531/004H. Once created, these parking areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

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

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

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

- 21 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.

- 22 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 (High Street - from the proposed site entrance up to and including the junction with the B1257) 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.

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

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

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- 24 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.

- 25 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.

- 26 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved by the Local Planning Authority before development commences.

Reason:- To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system and thus prevent overloading of the network, and to satisfy the National Planning Policy Framework.

- 27 All works shall be carried out in accordance with the details contained in the Ecological Constraints Survey Report Figure 2 (Delta Simmons 12/01/2016) for Land off Malton Road Slingsby as already submitted with the planning application and agreed in principle with the Local Planning Authority prior to determination.

Reason: In order to take account of protect species and to satisfy Policy SP14 of the Ryedale Plan - Local Plan Strategy.

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- 28 The existing stone wall facing High Street on the western boundary of the application site shall be maintained in its entirety, save in respect of the new access. The structural integrity of this wall shall be maintained at all times.

Reason:- In order to retain as much of the attractive stone wall as possible, and to satisfy Policies SP12, SP16 and SP20 of the Ryedale Plan - Local Plan Strategy.

- 29 The stone removed from the existing stone wall facing High Street to form the new vehicular access shall be re-used within the scheme.

Reason: In order to retain this historic fabric and enhance the development and to comply with Policy SP20 of the Ryedale Plan - Local Plan Strategy.

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

Site location plan
Drawing No. 1531/301C
Drawing No. 1531/501B
Drawing No. 1531/701A
Drawing No. 1531/601F
Drawing No. 1531/201B
3 no. AutoTrak Plans stamped 'ADDITIONAL PLANS'
Drawing No. 1531/004H
Drawing No. 1531/401D
Drawing No. 1531/101D
Drawing No. H76143-SK-001 Rev.B
Drawing No 1531/007B

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

- 31 Prior to the commencement of the development, including soil stripping, the trees close to the northern and western boundaries and the boundary hedges to be retained shall be protected in accordance with the measures outlined within paragraph 5.2 of the submitted Tree Report.

Reason: To ensure that the trees are not damaged as a consequence of development, and in accordance with Policy SP13 of the Ryedale Plan - Local Plan Strategy.

- 32 Prior to the commencement of the development details for the construction of the proposed parking bays adjacent to the eastern boundary of the site and the trees referred to as T1 (Ash) and T2 (Grey Poplar) shall be submitted to the Local Planning Authority for approval in writing.

Reason: To ensure that the proposed construction of these parking bays does not adversely affect the health of the trees referred to above.

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INFORMATIVE(S)

- 01 In relation to Condition No. 11, 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 In relation to Condition No. 14, 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.
- 03 In relation to Condition No. 15, an explanation of the terms used above is available from the Highway Authority.
- 04 In relation to Condition No. 16, an explanation of the terms used above 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.
- 06 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).
- 07 The developer is advised that this permission should be read in accordance with the Section 106 Legal Agreements for affordable housing and open space commuted sum.
- 08 The applicant is also advised that the mature ash tree in private ownership along the western boundary of Croft House, Malton Road is within the boundary of Slingsby Conservation Area. Consequently, should it be necessary to carry out any pruning works to this tree on the development side, this work would be subject to prior written notice to the Local Planning Authority. For further information, the applicant is advised to contact the Council's Tree & Landscape Officer.
- 09 The developer is advised to consider using sustainable drainage methods, such as rainwater harvesters, and permeable surfaces.

Footnote :

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

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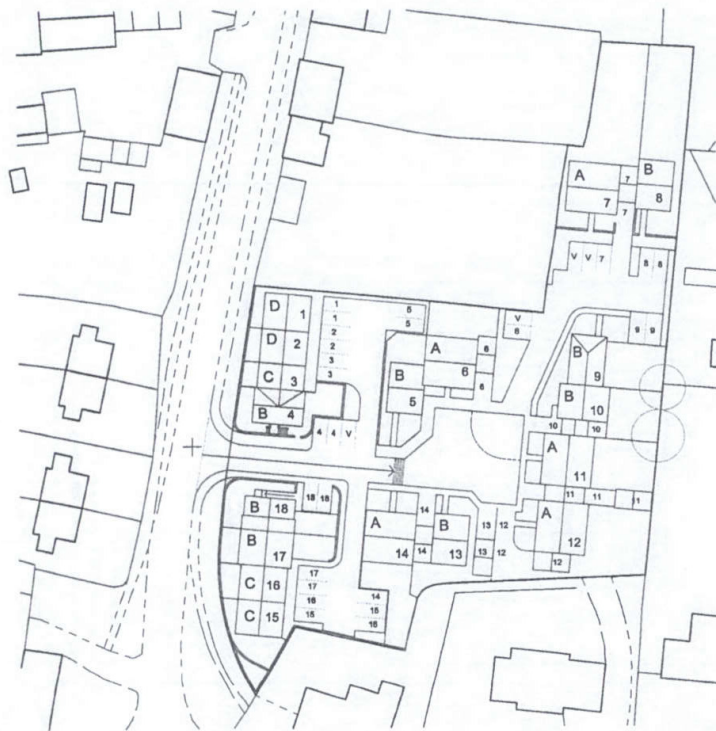
NO CONSENT OR APPROVAL HEREBY GIVEN REMOVES ANY REQUIREMENT TO SERVE NOTICES OR SEEK APPROVAL FROM THE DISTRICT COUNCIL WHERE SUCH ACTION IS REQUIRED BY THE BUILDING ACT 1984 OR OF ANY OTHER STATUTORY PROVISION. NO PART OF THE PROPOSED DEVELOPMENT SHOULD BE STARTED WITHOUT COMPLYING WITH SUCH REQUIREMENT.

HEAD OF PLANNING & HOUSING

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THE PLAN

REVISED PLAN



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Kandrup



<p>PROJECT INFORMATION</p> <p>PROJECT: RESIDENTIAL DEVELOPMENT HIGH STREET, BLANDFORD</p> <p>Mordalo</p>	<p>DATE: 11.02.2016</p>	<p>OWNER: [illegible]</p> <p>DESIGNER: [illegible]</p> <p>DATE: 11.02.2016</p>	<p>1531004H</p>
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IN WITNESS WHEREOF the parties hereto have duly executed this document as their Deed
in the presence of the persons mentioned below the day and year first above written

THE COMMON SEAL of)
RYEDALE DISTRICT COUNCIL)
was)
hereunto affixed in the presence of:-)

Chairman

Council Solicitor

SIGNED as a Deed by)
HENRY CLIVE RICHARDSON)
in the presence of:)



Witness:



Name: ANTHONY BAINES

Address:

CROMBIE WILKINSON
FORSYTH HOUSE
MARKET PLACE
MALTON YO17 7LR

EXECUTED as a Deed by)
MANDALE HOMES NORTH YORKSHIRE)
LIMITED acting by a Director in the)
presence of:-)

Witness Signature

Director's Signature

Witness Name (BLOCK CAPITALS))

Director's Name

Witness Address

IN WITNESS WHEREOF the parties hereto have duly executed this document as their Deed
in the presence of the persons mentioned below the day and year first above written

THE COMMON SEAL of)
RYEDALE DISTRICT COUNCIL)
was)
hereunto affixed in the presence of:-)

Chairman

Council Solicitor

SIGNED as a Deed by)
HENRY CLIVE RICHARDSON)
in the presence of:)

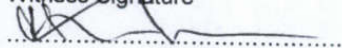
Witness:

Name:

Address:

EXECUTED as a Deed by)
MANDALE HOMES NORTH YORKSHIRE)
LIMITED acting by a Director in the)
presence of:-)

Witness Signature



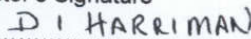
Witness Name (BLOCK CAPITALS)

HELEN TOMLINSON

Witness Address

20 CASTLEREAGH ROAD
SIBCKTON ON TEES
TS19 0DL

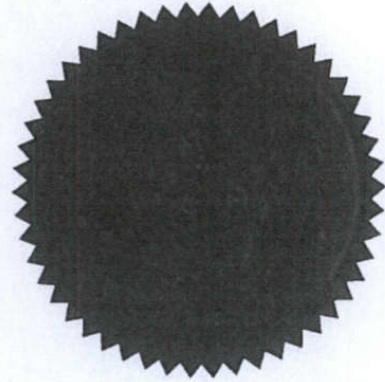
Director's Signature


D I HARRIMAN

Director's Name

IN WITNESS WHEREOF the parties hereto have duly executed this document as their Deed
in the presence of the persons mentioned below the day and year first above written

THE COMMON SEAL of)
RYEDALE DISTRICT COUNCIL)
was)
hereunto affixed in the presence of:-)



Chairman

Council Solicitor

Minute 167
Reg No. 15/16
6896.
Initials BS.

SIGNED as a Deed by)
HENRY CLIVE RICHARDSON)
in the presence of:)

Witness:

Name:

Address:

EXECUTED as a Deed by)
MANDALE HOMES NORTH YORKSHIRE)
LIMITED acting by a Director in the)
presence of:-)

Witness Signature

Director's Signature

Witness Name (BLOCK CAPITALS))

Director's Name

Witness Address