

THIS AGREEMENT is made the 26th day of April, 2017

BETWEEN:

- (1) **RICHMONDSHIRE DISTRICT COUNCIL** of Mercury House Station Road Richmond DL10 4JX ('the Council'); and
- (2) **THE TRUSTEES OF THE PALLETT HILL SELF ADMINISTERED PENSION FUND** by **BARNETT WADDINGHAM TRUSTEES LIMITED** (Co. Regn. No. 02005798) of Decimal Place, Chiltern Avenue, Amersham HP6 5FG and **GEOFFREY MAXWELL SIMPSON** of 9 St Paulinus Crescent, Catterick, Richmond DL10 7UB ('the Owner')

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Act in respect of the Application Site and the planning authority for the purposes of Section 106 of the Act by whom the provisions hereof are enforceable
- (2) The Owner is the freehold estate owner of the Application Site
- (3) The Owner has submitted the Application and the Council agrees that subject to the completion of this Agreement outline Planning Permission for the Development should be granted
- (4) 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 its successors in title

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings: -

- (1) "the Act" means the Town and Country Planning Act 1990 (as amended)

- (2) "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 National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing)
- (3) "Affordable Housing Contribution" means the sum of £35400 (thirty five thousand four hundred pounds) to be used to provide Affordable Housing within the district of Richmondshire
- (4) "the Application" means the application for outline Planning Permission for the erection of 9 Dwellings (6 Market Dwellings and 3 Intermediate Affordable Dwellings) with access from High Green and associated onsite parking and landscaping at land north west of Manor House Low Green Catterick DL10 7LN submitted to the Council by the Owner and subsequently validated by the Council on the 4th May 2016 which has been given the reference 16/00315/OUT by the Council
- (5) "the Application Site" means all that land shown edged red on the Plan which comprises part of the land registered at HM Land Registry under Title Number NYK315817
- (6) "the Chargee" means any mortgagee or chargee of the Owner or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
- (7) "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purposes) operations consisting of site clearance, demolition work, archaeological investigations, investigations for

the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements laying of any access road or service media and reference to commence and commences shall be construed accordingly

- (8) "the Contributions" means the Affordable Housing Contribution and the Recreational Facilities Contribution
- (9) "the Development" means the development at land north west of Manor House Low Green Catterick DL10 7LN as detailed in the Planning Permission
- (10) "Discount for Sale" means a scheme whereby the sale of an Intermediate Affordable Dwelling is at a price which is a minimum of 20% below Market Value at the time of sale
- (11) "Dwelling" means a dwelling to be constructed pursuant to the Planning Permission
- (12) "First Sale" means the first sale of an Intermediate Affordable Dwelling following construction
- (13) "In Need of Accommodation" shall be interpreted as set out in Schedule Four to this Agreement
- (14) "Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation
- (15) "Interest" means interest at 3 per cent above the base lending rate of the Bank of England from time to time
- (16) "Intermediate Affordable Dwellings" means three of the Dwellings which the Owner shall from time to time in accordance with the provisions of Part

One of Schedule Three to this Agreement designate for sale, which shall be for sale by methods including (but not by way of limitation) Discount for Sale, shared ownership or any other sub-market/intermediate type/model which meet the definition in Annex 2 to the National Planning Policy Framework (or any future guidance or legislation that replaces it)

- (17) "the Land" means the Application Site
- (18) "Market Dwelling" means a Dwelling which is not an Intermediate Affordable Dwelling
- (19) "Market Value" means the amount which a freehold interest free from encumbrances would fetch if sold on the open market by a willing seller to a willing buyer
- (20) "Occupy" "Occupied" and "Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or for marketing or display or in relation to security operations
- (21) "the Plan" means the plan attached at Schedule One to this Agreement
- (22) "Planning and Development Manager" means the Planning and Development Manager for the time being of the Council (or any officer succeeding to the duties currently undertaken by the Planning and Development Manager) or such other officer of the Council nominated for the purposes of this Agreement
- (23) "the Planning Permission" means planning permission for the Development substantially in the form of the draft attached at Schedule Two to this Agreement
- (24) "Proposed Sale Price" means the amount for which an Intermediate Affordable Dwelling is to be sold to the Prospective Buyer

- (25) "Prospective Buyer" means any person or persons expressing an interest in buying an Intermediate Affordable Dwelling
- (26) "Recreational Facilities Contribution" means the sum of £9,614 (nine thousand six hundred and fourteen pounds) to be paid to the Council for the improvement of existing recreation facilities elsewhere in the locality such location to be specified and agreed in consultation with the Catterick Parish Council

2. CONSTRUCTION OF THIS AGREEMENT AND MISCELLANEOUS

- (1) Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement
- (2) Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- (3) Words of one gender include all and any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- (4) Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- (5) Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

- (6) References to any party to this Agreement shall include the successors in title to that party and to any party or body deriving title through or under that party or body and in the case of the Council the successors to its statutory functions
- (7) The headings in this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Agreement
- (8) Any covenant by the parties not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing
- (9) Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- (10) This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- (11) The Owner shall notify the Council in writing in advance of the Commencement of Development
- (12) Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

3. CONDITIONALITY

- (1) This Agreement is conditional and shall only have effect upon the grant of the Planning Permission and the Commencement of Development permitted by the Planning Permission save for Clauses 2, 9, 10, 11, 20, 21, 22 and 23 which shall come into effect upon completion of this Agreement
- (2) For the avoidance of doubt it is hereby agreed and declared that in the event of the Planning Permission being quashed as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of any party against the others

4. LEGAL BASIS

- (1) This Agreement is made pursuant to Section 106 of the Act Sections 111 and 120 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling
- (2) The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner

5. CIL REGULATIONS

The parties to this Agreement have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948) and agree that the planning obligations this Agreement contains are:-

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and

(c) fairly and reasonably related in scale and kind to the Development

6. OWNER'S COVENANTS

The Owner covenants with the Council (so as to bind the Land) to fully observe and perform its obligations in this Agreement including those obligations of the Owner set out in Schedule Three to this Agreement and the Owner hereby agrees that the Land shall be subject to the obligations, restrictions and covenants herein, such obligations being planning obligations for the purposes of section 106 of the Act

7. COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in Schedule Five to this Agreement

8. RESOLUTION OF DISPUTES

(1) In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute and his costs shall be payable by the parties to the dispute in such proportion

as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

(2) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

9. EXERCISE OF POWERS OF THE COUNCIL

Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under any statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

10. COSTS

The Applicant shall pay the Council's legal costs in connection with the preparation of this Agreement in the total sum of £500 on the completion of this Agreement

11. VAT

All consideration (financial or otherwise) given in accordance with the terms of this Agreement shall be deemed to be exclusive of any Value Added Tax properly payable

12. INDEXATION

Any sum referred to in Schedule Three to this Agreement shall be increased or decreased on an annual basis or pro rata per diem by an amount equivalent to the increase or decrease in the Index from the date hereof until the date on which such sum is paid

13. INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment

14. REGISTRATION OF THIS AGREEMENT

- (1) This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council
- (2) Following the performance and satisfaction of all the obligations in this Agreement the Council shall at the request of the Owner effect the

cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

15. ACKNOWLEDGEMENT AND CONSENT

This Agreement and any and all obligations contained in it which are capable of binding the Land do bind that land and the Owner hereby consents to the whole of its interest in the Land being so bound

16. LIABILITIES

No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after that person shall have parted with their interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

17. NOTICES

Any notice or document issued or served pursuant to this Agreement shall be in writing and shall be served by the recorded delivery service:-

- (1) on the Council by sending it to the Planning and Development Manager at the address at the beginning of this Agreement or such person or address as may from time to time be notified to the Owner
- (2) on the Owner by sending it to the address at the beginning of this Agreement or such person or address as may from time to time be notified to the Council

18. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council prompt written notice of any change in ownership of any of its interest in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan

19. WAIVER

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

20. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

22. LIMITATION OF LIABILITY

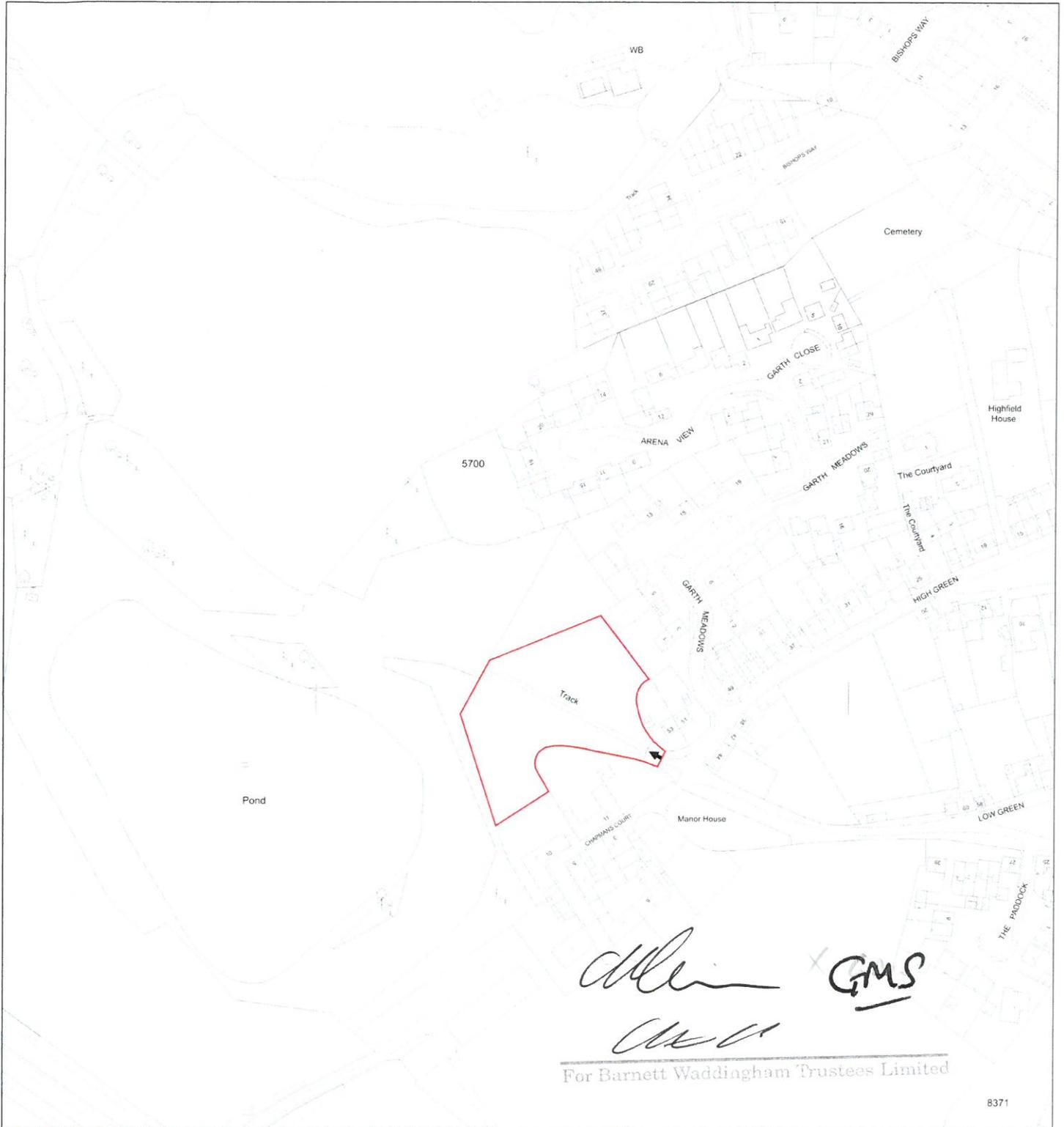
Notwithstanding any other provision of this Agreement, Barnett Waddingham Trustees Limited shall have no personal liability whatsoever arising out of or in connection with this Agreement and, except to the extent of those assets only of The Pallett Hill Self Administered Pension Fund which for the time being are in the form of cash or can at the relevant time be converted into cash by and are available to Barnett Waddingham Trustees Limited, Barnett Waddingham Trustees Limited shall have no liability whatsoever as a trustee of The Pallett Hill Self Administered Pension Fund arising out of or in connection with this Agreement.

23. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the day and year first before written

SCHEDULE ONE
THE APPLICATION SITE



Jill Davis
[Signature]
 For Barnett Waddingham Trustees Limited

8371

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Site area : 0.53 ha

Email : jilldavis@davisplanning.co.uk

Tel : 01325 360319

**PALLET HILL FARM CATERICK
 LAND ADJACENT TO MANOR FARM.
 LOCATION**

Scale	1:2500 (at A4)
Date	May 2016
Drawing No	15.70.001
Rev	01

**DAVIS PLANNING
 PARTNERSHIP**
 CHARTERED TOWN PLANNERS

SCHEDULE TWO
DRAFT PLANNING PERMISSION

RICHMONDSHIRE DISTRICT COUNCIL - Decision No. 16/00315/OUT

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPULSORY PURCHASE ACT 2004**

**NOTICE OF DECISION OF PLANNING AUTHORITY ON OUTLINE APPLICATION
FOR PERMISSION TO CARRY OUT DEVELOPMENT**

To : **G. M. Simpson
c/o Mrs Jill Davis
Davis Planning Partnership
17A Post House Wynd
Darlington
DL3 7LP**

The above named Council being the Planning Authority for the purposes of your outline application received on 4 May 2016 in respect of proposed Development for the purposes of:

Proposal : Outline Application for Proposed Erection of 9 No Dwellings (6 No Market Dwellings and 3 No Affordable Dwellings) with Access from High Green and Associated on Site Parking and Landscaping

**Location : Land North West Of Manor House
Low Green
Catterick Village
North Yorkshire
DL10 7LN**

have considered your said application and have **GRANTED** outline planning permission for the proposed Development subject to the following conditions :-

1. The outline planning permission hereby granted relates to the following approved particulars and plans forming part of the application :
 - a) application forms and certificates;
 - b) site location plan;
 - c) proposed site plan (ref. 09.34.15, revision 05);
 - d) proposed access layout (ref. 09.34.16, revision 00);
 - e) planning statement;
 - f) noise report;
 - g) ecological phase 1 assessment;
 - h) design and access statement;

- i) heritage statement.
- j) geophysical survey and archaeological assessment.

Reason for Condition

To ensure that the development is carried out in accordance with the approved particulars and plans.

- 2. Approval of the details of the appearance, landscaping, layout and scale of the development (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason for Condition

To reserve the rights of the Local Planning Authority with regard to these matters.

- 3. Application for approval of the reserved matters (other than a minor modification of reserved matters already approved) shall be made to the Local Planning Authority before the expiration of three years from the date of this permission. Any application for minor modifications of reserved matters already approved shall be made either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters (excluding any minor modification thereof) whichever is the later.
- 4. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved (excluding any minor modification of any approved reserved matter), whichever is the later.
- 5. 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, until 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; and,
 - i) all types of surfacing (including tactiles), kerbing and edging.
- 2) Longitudinal sections to a scale of not less than 1:500 horizontal and not less than 1:50 vertical along the centre line of each proposed road showing :
- a) the existing ground level;
 - b) the proposed road channel and centre line levels; and,
 - 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 roads showing the existing and proposed ground levels;
 - c) kerb and edging construction details; and,
 - 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 for Condition

To secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.

INFORMATIVE NOTE :

In imposing the above condition, 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.

6. 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 for Condition

To ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.

7. 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 for Condition

In the interests of highway safety

8. 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 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 for Condition

To ensure a satisfactory means of access to the site from the public highway in the interests of vehicle and pedestrian safety and convenience.

INFORMATIVE NOTE :

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.

9. 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 43 metres measured along both channel lines of High Green 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 1.05 metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Additional Visibility Splays of 30 metres to the south from the point where the driver of a car will wait in Low Green to turn right into the Development Site will also be required. The 30 metres distance can be taken to the centre line of the carriageway.

Reason for Condition

In the interests of highway safety.

INFORMATIVE NOTE :

An explanation of the terms used above is available from the Highway Authority.

10. 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) details of the following off-site required highway improvement works have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority :

a. The provision of a new section of footway on the north side of Low Green adjacent to properties 51 and 53 (to include appropriate dropped crossing points and tactile paving).

b. The remodelling and widening of that part of Low Green adjacent to the vehicular access to the site in order to provide a right turning lane with 30 metres visibility for drivers to the south (measured to the centre line of the carriageway).

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

Reason for Condition

To ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

11. No part of the development shall be brought into use until the approved vehicle access, parking, manoeuvring and turning areas :

a) have been constructed in accordance with the submitted drawing Reference 09.34.15 Revision 04.

b) have been constructed in accordance with Standard Detail Number A1.

c) 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 for Condition

To provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development.

12. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 2015 or any subsequent Order, the garage(s) shall not be converted into domestic accommodation without the granting of an appropriate planning permission.

Reason for Condition

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.

13. 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 for Condition

To ensure that no mud or other debris is deposited on the carriageway in the interests of highway safety.

14. Unless otherwise approved in writing by the Local Planning Authority, there shall be no HCVs brought onto the site until a survey recording the condition of the existing highway has been carried out in a manner approved in writing by the Local Planning Authority in consultation with the Highway Authority.

Reason for Condition

In the interests of highway safety and the general amenity of the area.

15. Unless approved otherwise 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 proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of :

a) on-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway; and,

b) 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 for Condition

To provide for appropriate on-site vehicle parking and storage facilities, in the interests of highway safety and the general amenity of the area.

16. During construction works there shall be no:

a) Light Commercial Vehicles exceeding 3.5 tonnes;

b) Medium Commercial Vehicles up to 7.5 tonnes;

c) Heavy Commercial Vehicles exceeding 7.5 tonnes

permitted to arrive, depart, be loaded or unloaded on Sunday or a Bank Holiday nor at any time, except between the hours of 09:00 and 15:00 on Mondays to Fridays and at any time on Saturdays.

Reason for Condition

In the interests of highway safety and to avoid conflict with vulnerable road users.

17. The reserved matters submission for the dwellings approved by this permission shall have regard to and incorporate the minimum recommendations from the acoustic report which accompanied this outline planning application (unless other alternative measures meeting the criteria specified in the acoustic report are agreed) to ensure that recommended noise levels contained in BS8233:2014 are achieved.

Reason for Condition

To ensure a suitable level of residential amenity for occupants of those dwellings which might otherwise be affected by road traffic noise levels from the A1(M).

18. Before the development hereby approved is commenced, details of a scheme of external lighting shall be submitted to and approved in writing by the Local

Planning Authority and the scheme shall be installed and operated in accordance with the approved details before the development is first brought into use.

Reason for Condition

To reserve the rights of the Local Planning Authority in this matter and in the interests of amenity and minimising light pollution.

19. The development hereby permitted shall deliver carbon savings by exceeding the minimum standards prevailing through Part L of the Building Regulations to the maximum level that is feasible and viable for this particular development.

Prior to the commencement of any part of the development a scheme confirming how carbon savings are to be delivered with reference to the extent that this will exceed Building Regulation Requirements along with an explanation of why this is the maximum level that would be feasible and viable for this particular proposal, shall be submitted to and approved in writing by the Local Planning Authority. Development shall thereafter be carried out in accordance with the approved details.

Reason for Condition

To secure a more sustainable form of development and to meet the expectations of Policy CP2 of the adopted Local Plan Core Strategy.

20. The development shall only be carried out in accordance with the recommendations, mitigation measures and enhancements specified in the approved extended phase 1 habitat survey.

Reason for Condition

In the interests of ecology and the overall sustainability of the development.

21. Ground floor levels for each dwelling shall be at least 300mm above ground level with a flood resilient ground floor construction.

Reason for Condition

To reduce the risk of flooding to the proposed development for future occupants.

22. Notwithstanding the details accompanying the application and prior to the commencement of the development, details of a surface water drainage scheme for the site in accordance with the surface water disposal hierarchy shall be submitted to and approved in writing by the Local Planning Authority. Such details shall provide for surface water to be disposed of by soakaway or direct to a watercourse (with appropriate on-site attenuation) in preference to the public sewer. Only in the event of all other surface water drainage options proving to be impractical shall the surface water be drained to the public sewer.

If it is proposed to dispose of surface water via the public sewer, the detailed scheme shall include details of the method by which the discharge of surface water to public sewer will be restricted to a maximum of three litres a second or

the greenfield run-off rate, whichever provides the lowest rate of discharge.

Reason for Condition

To ensure that a sustainable surface water drainage scheme is implemented, where practical.

23. No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and been approved in writing by the Local Planning Authority. The approved plan/statement shall be adhered to throughout the construction period. The statement shall provide for:

- a) parking of vehicles of site operatives and visitors;
- b) routes for construction traffic;
- c) hours of operation;
- d) method of prevention of mud being carried onto highway;
- e) pedestrian and cyclist protection;
- f) proposed temporary traffic restrictions;
- g) arrangements for turning vehicles.

Reason for Condition

In the interests of safe operation of the highway and neighbour amenity.

24. No development shall take place until there has been submitted to, and approved in writing by, the Local Planning Authority, a detailed scheme of landscaping for the site.

Reason for Condition

In the interests of the appearance of the proposed development and to reserve the rights of the Local Planning Authority with regard to this matter.

25. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the first dwelling or the completion of the development, whichever is the sooner; and any trees or plants which, within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason for Condition

In the interests of the appearance of the proposed development and to reserve the rights of the Local Planning Authority with regard to this matter.

26. No development shall take place/commence until a Written Scheme of Investigation has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include an assessment of significance and research questions; and :

- a) the programme and methodology of site investigation and recording;

- b) community involvement and/or outreach proposals;
- c) the programme for post investigation assessment;
- d) provision to be made for analysis of the site investigation and recording;
- e) provision to be made for publication and dissemination of the analysis and records of the site investigation;
- f) provision to be made for archive deposition of the analysis and records of the site investigation; and,
- g) nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

No demolition/development shall take place other than in accordance with the Written Scheme of Investigation approved in accordance with the above requirements.

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 in accordance with the above requirements and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason for Condition

This condition is imposed in accordance with Section 12 of the National Planning Policy Framework as the site is of archaeological interest.

27. No development shall commence until fencing has been erected around the area of archaeological interest to a design approved by the Local Planning Authority in writing. No works shall take place within the area inside that fencing unless approved in writing by the Local Planning Authority.

Reason for Condition

This condition is imposed in accordance with Section 12 of the National Planning Policy Framework as the site is of archaeological interest.

28. Prior to the final surfacing of the access road, details of the surface treatment and material finish, to include provision for its joint use as a bridleway, shall be submitted to and approved in writing by the Local Planning Authority. This should be based in accordance with the recommended specifications and construction details for "quarried aggregate" surfaces contained within the BHS's "Advice on Surfaces for Horses" document. The document is available to view via the BHS website (www.bhs.org.uk) Once approved, the final surfacing shall be completed in accordance with the agreed details.

Reason for Condition

In the interests of the safety of horse riders.

29. The details to be submitted in accordance with condition no. 2 above shall include measures to minimise the risk of crime and disorder having regard to measures referred to in the letter dated 26 May 2016 from the Police Designing Out Crime Officer in response to consultation on the outline application.

Reason for Condition

To ensure the creation of a safe and accessible environment where crime and disorder, and the fear of crime, do not undermine quality of life or community cohesion.

NOTE TO APPLICANT :

In determining this application for outline planning permission and in imposing the above conditions the Local Planning Authority has had regard to relevant policies of the Development Plan and to all relevant material considerations including the National Planning Policy Framework. The following policies of the Development Plan are relevant to this decision :

Richmondshire Local Plan 2012/2028 Core Strategy

SP1 : Sub Areas

SP2 : Settlement Hierarchy

SP4 : Scale and Distribution of Housing Development

Central Richmondshire Spatial Strategy

CP1 : Planning Positively

CP2 : Responding to Climate Change

CP3 : Achieving Sustainable Development

CP4 : Supporting Sites for Development (with reference to Saved Policy 23 of the Local Plan 2001)

CP5 : Providing a Housing Mix

CP6 : Providing Affordable Housing

CP11 : Supporting Community, Cultural and Recreation Assets

CP12 : Conserving and Enhancing Environmental and Historic Assets

CP13 : Promoting High Quality Design

REASONS FOR DECISION :

The scale and location of this development accords with the spatial principles and core policies of the adopted Local Plan Core Strategy as they apply to Catterick Village and it is consistent with the National Planning Policy Framework in these respects. The development will not result in unacceptable harm to the character of this part of the village or the setting of the Conservation Area and the indicative layout demonstrates that such a scheme would be entirely compatible with its surroundings. The applicant has reduced the number of dwellings proposed from ten to nine on archaeological grounds and an amended layout plan now excludes the area that revealed 'intense abnormalities' (which may or may not be remains of kilns) from the site. Furthermore, notwithstanding the strong objections received through the consultation process in relation to highway safety and the capacity of the existing access along High/Low Green, the agent has demonstrated through revised plans that the proposed development can provide suitable arrangements for safe access and parking which are acceptable to the Highway Authority who are also satisfied that the roads leading to the site can

accommodate the scale of development proposed. The development will cause no material harm to protected species or ecology. Matters of detail relating to design, provision for carbon savings, and relationship to neighbouring property are all capable of being satisfactorily addressed at the 'reserved matters' stage and/or through appropriate planning conditions attached to the grant of outline planning permission.

INFORMATIVE NOTE - MINOR AMENDMENTS TO APPROVED SCHEME

Please note that there are formal processes that need to be completed in order to seek/obtain approval for any amendments to this approval. A fee is payable for dealing with any such proposal. Further guidance is available at : <http://www.communities.gov.uk/publications/planningandbuilding/greaterflexibilityguidance> or you can discuss this with Caroline Walton as the Case Officer who dealt with this application.

INFORMATIVE NOTE - DISCHARGE OF CONDITIONS

In order for this permission to be lawfully implemented, the above conditions need to be formally discharged at the appropriate stage of development, especially any condition that requires matters to be approved prior to the commencement of other works. A fee is charged for this service, but multiple conditions can be discharged on one application which means that only one fixed fee would be payable - otherwise a fee has to be paid for each individual application.

INFORMATIVE NOTE - PUBLIC RIGHT OF WAY

No works are to be undertaken which will create an obstruction, either permanent or temporary, to the Public Right of Way adjacent to the proposed development.

Applicants are advised to contact the County Council's Access and Public Rights of Way Manager at County Hall, Northallerton on 0845 8 727374 to obtain up-to-date information regarding the line of the route of the way. The applicant should discuss with the Highway Authority any proposals for altering the route.

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.

Date :

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Note:-

No consent, permission or approval hereby given absolves the applicant from the necessity of obtaining the approval, under the Building Regulations, of the Council in whose area the site of the proposed development is situated; or of obtaining approval under any other Bye-Laws, local Acts, order, regulations and statutory provisions in force; and no part of the proposed development should be commenced until such further approval has been obtained.

RIGHTS OF APPEAL

Appeal to the Secretary of State

- If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate at Room 325, Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.
- The Secretary of State can allow a longer period of giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Purchase Notice

- If either the local planning authority or the Secretary of State for the Environment refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Compensation

- In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him.
- These circumstances are set out in Part IV and V and related provisions of the Town and Country Planning Act 1990.

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SCHEDULE THREE
OWNER'S COVENANTS

PART ONE

INTERMEDIATE AFFORDABLE DWELLINGS

The Owner covenants with the Council:-

1. to notify the Council prior to Commencement of Development which of the Dwellings are to be the Intermediate Affordable Dwellings and to provide the Intermediate Affordable Dwellings and that each shall remain an Intermediate Affordable Dwelling in perpetuity
2. to construct and offer for sale the Intermediate Affordable Dwellings prior to the Occupation of the fourth Market Dwelling
3. that upon completion of construction of the Intermediate Affordable Dwellings and at all times subsequently upon each disposal of an Intermediate Affordable Dwelling they will dispose of the freehold or leasehold to a person or persons who at the time of their first occupation are In Need of Accommodation
4. that any disposal of the freehold of an Intermediate Affordable Dwelling shall be:-
 - 4.1 under a form of shared ownership which has been approved in writing by the Council; or
 - 4.2 through a Discount for Sale which has been approved in writing by the Council; or
 - 4.3 at a discount of a minimum of 20% of the Market Value which has been approved in writing by the Councilsuch approval in each case not to be unreasonably withheld or delayed
5. that the Intermediate Affordable Dwellings shall not be Occupied other than by a person or persons who Occupy such Dwelling as their sole residence

6. that prior to entering into a contract for sale of an Intermediate Affordable Dwelling with a Prospective Buyer they shall provide the Council with the following information:-
 - (1) evidence that the Prospective Buyer is a person or persons In Need of Accommodation;
 - (2) evidence of the calculation of the Market Value; and
 - (3) details of the Proposed Sale Price
7. that they shall not enter into a contract for sale of an Intermediate Affordable Dwelling with a Prospective Buyer until the Council has provided them with a letter confirming that the Council accepts that the evidence provided to it pursuant to paragraph 6 of Part One of this Schedule Three is sufficient to prove that the requirements of paragraphs 3 and 4 of Part One of Schedule Three are satisfied by the proposed sale
8. that any Chargee shall prior to seeking to dispose of any of the Intermediate Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than 4 months prior notice to the Council of its intention to dispose and:
 - (1) in the event that the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Intermediate Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer
 - (2) if the Council does not serve its response to the notice served under paragraph 8(1) above within the two months referred therein then the Chargee shall be entitled to dispose free of the restrictions set out in

this Schedule Three. If the Council or any other person cannot within two months of the date of service of its response under paragraph 8(1) above secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 8(1) above the Chargee shall be entitled to dispose free of the restrictions set out in this part of Schedule Three

PROVIDED THAT at all times the rights and obligations in this paragraph 8 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge

9. that in the event that the Chargee disposes of an Intermediate Affordable Dwelling free from the restrictions set out in this Schedule Three the Chargee shall pay a sum to the Council equal to a sum calculated by deducting from the Market Value the value of the Dwelling as an Intermediate Affordable Dwelling such sum to be used by the Council for the provision of Affordable Housing within the Richmondshire District PROVIDED THAT the Chargee shall not be liable to pay any sum which reduces the return to the Chargee to an amount below the sum outstanding under the charge
10. that for the avoidance of doubt paragraphs 3 to 7 inclusive of this Part One of Schedule Three shall apply to the First Sale and to each subsequent disposal of an Intermediate Affordable Dwelling

PART TWO

THE CONTRIBUTIONS

The Owner covenants with the Council:-

1. to pay the Affordable Housing Contribution prior to the Occupation of the fifth Market Dwelling
2. to pay the Recreational Facilities Contribution prior to the Occupation of the fourth Market Dwelling

SCHEDULE FOUR

DEFINITION OF IN NEED OF ACCOMMODATION

A person is defined as being In Need of Accommodation if they meet the qualifying criteria in the Council's allocation policy prevailing at the time of allocation or, if he or she or a member of the household:-

- (i) is occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions; or
- (ii) is living in accommodation which is temporary or occupied on insecure terms; or
- (iii) needs alternative accommodation on medical or welfare grounds; or
- (iv) needs to move to receive or provide care or support; or
- (v) is establishing a separate household; or
- (vi) needs to move to be able to take up or sustain permanent employment; or
- (vii) is an existing social housing tenant whose move will enable the optimum use of social housing stock

or, in the case of an Intermediate Affordable Dwelling being sold through a Discount for Sale, their social and economic circumstances are such that they have difficulty securing accommodation on the open market, that is that the Prospective Buyer can

demonstrate an in principle mortgage offer which is not sufficient to buy the Intermediate Affordable Dwelling at the Market Value but is sufficient to buy at the price calculated in accordance with paragraph 4 of Part One of Schedule Three to this Agreement

SCHEDULE FIVE

COUNCIL'S COVENANTS

The Council covenants with the Owner:-

1. that following receipt of all of the information set out in paragraph 6 of Part One of Schedule Three to this Agreement it will send a reply within 21 days confirming whether or not the Council accepts that the evidence provided to it pursuant to the said paragraph 6 is sufficient to prove that the requirements of paragraphs 3 and 4 of Part One of Schedule Three to this Agreement can be satisfied by the proposed sale PROVIDED THAT
 - 1.1 in the event that the Council does not provide a letter within 21 days of receipt of the information provided pursuant to the said paragraph 6 then the Council's confirmation shall be deemed to be given;
 - 1.2 if the Council issues a letter stating that the information provided pursuant to the said paragraph 6 is not sufficient then the Owner may at its election either treat the matter as a dispute pursuant to clause 8 of this Agreement or provide further information to address the Council's reasons for finding the information insufficient following which the provisions of the said paragraph 6 shall apply afresh.
2. to procure that the Contributions received from the Owner under the terms of this Agreement are used for the purposes specified in this Agreement for which they are to be paid

3. that if the Contributions have not been expended or committed in accordance with the provisions of this Agreement within ten years of the date of receipt by the Council the Council shall return such funds to the person making the payment (or that person's nominee) together with Interest for the period from the date of payment to the date of refund
4. that it shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the Contributions

The Common Seal of RICHMONDSHIRE
DISTRICT COUNCIL was hereunto
affixed in the presence of:-



Authorised Signatory



Executed as a Deed by
BARNETT WADDINGHAM TRUSTEES LIMITED
acting by a director
in the presence of:-



Witness Signature *H. Christie Swithensbank*

Name *HAYLEY CHRISTIE SWITHENS BANK*
Address *35 ORLOW CRESENT, LEEDS, LS10 3JG*

Occupation *PENSIONS ADMINISTRATOR*

Signed as a Deed by
GEOFFREY MAXWELL SIMPSON X
in the presence of:

GM Simpson.

Witness signature X A.I. White

Name X ANNIE ISABEL WHITE

Address X 35 WILLOW VIEW CATTERICK VILLAGE DL10 7PD

Occupation X RETIRED CIVIL SERVANT

