

DATED 18 April 2018

DEED OF PLANNING OBLIGATION

Between

**GRAHAM EDWARD JAMESON, CHRISTOPHER ROBERT JAMESON
JAMES MALCOLM JAMESON and BARBARA JAMESON (1)**

and

GRAHAM EDWARD JAMESON and CHRISTOPHER ROBERT JAMESON (2)

and

THE COUNCIL OF THE BOROUGH OF HARROGATE (3)

and

NORTH YORKSHIRE COUNTY COUNCIL (4)

**AGREEMENT
PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

relating to

Land at Foxholme Road, Masham

Re Planning Application 17/01057/OUTMAJ

Jennifer Norton
Head of Legal and Governance
Harrogate Borough Council
Council offices
Harrogate
HG1 2SG

THIS DEED is made on the 18 day of April 2018

BETWEEN:

- (1) **GRAHAM EDWARD JAMESON, CHRISTOPHER ROBERT JAMESON** c/o W E Jameson & Son Limited of Foxholme Lane Mill, Foxholme Lane, Masham, North Yorkshire, HG4 4EL and **JAMES MALCOLM JAMESON and BARBARA JAMESON** of 8 Park Square, Masham, North Yorkshire, HG4 4HF ("**the First Owners**");
- (2) **GRAHAM EDWARD JAMESON and CHRISTOPHER ROBERT JAMESON** c/o W E Jameson & Son Limited, Foxholme Lane Mill, Foxholme Lane, Masham, North Yorkshire, HG4 4EL ("**the Second Owners**");
- (3) **THE COUNCIL OF THE BOROUGH OF HARROGATE** of Civic Centre, St Luke's Avenue, Harrogate, North Yorkshire, HG1 2AE ("**the Council**"); and
- (4) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD ("**the County Council**").

WHEREAS: -

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated and is the authority by whom the Planning Obligations contained in clause 4.3 are enforceable.
- (B) The County Council is the Education Authority for the area within which the Property is situated and is the authority by whom the Planning Obligations set out in clauses 4.1 and 4.2 are enforceable.
- (C) The First Owner is the owner of the parts of the Property registered with HM Land Registry (title absolute) under title registration number NYK240756 and NYK282960 free from encumbrances save only as mentioned in the registered titles to that part of the Property.
- (D) The Second Owner is the owner of the parts of the Property registered with HM Land Registry (title absolute) under title registration number NYK286511 free from encumbrances save only as mentioned in the registered titles to that part of the Property.

- (E) The Council has resolved that subject to the completion of this Deed the Permission should be granted.

NOW THIS DEED WITNESSES as follows:

1. **STATUTORY PROVISIONS**

This Deed is made pursuant to the provisions of Section 106 of the Act and to the extent that the covenants in this Deed are not made under Section 106 of the 1990 Act they are made under Sections 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers so enabling with the intention to bind the Owner's interest in the Property and the obligations in this Deed on the part of the Owner are planning obligations for the purposes of the Act enforceable by the Council.

2. **INTERPRETATION**

- 2.1 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:

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

"Affordable Housing Unit" means those Dwellings that are to be subsidised and will be available to persons who cannot afford to rent or buy housing generally available on the open market.

"Application" means the application for planning permission submitted to the Council and bearing reference 17/01057/OUTMAJ.

"Challenge Period" means the period of 7 weeks from the date of the issue of the Permission unless the Owner Commences the Development either through itself or by instructing or procuring others before that period has expired in which case the Challenge Period shall be deemed to have expired on the date of Commencement of Development.

"Commencement of Development" means the commencement of the Development by the carrying out of a material operation on the Property within the

meaning of Section 56 of the Act save that the following shall not for the purposes of this Deed be treated as commencing the Development:

- (a) demolition and site clearance works;
- (b) site investigation, archaeological or other surveys and decontamination and/or remediation works;
- (c) the erection of any site fencing and other site security;
- (d) the laying out or construction of any construction access or access to the Property;
- (e) the erection of any temporary marketing suite or sales facilities other than those that may be contained within or comprise residential or commercial units constructed pursuant to the Permission;
- (f) the laying or diversion of any services or other works in respect of or in relation to any statutory undertakers' equipment or concerns;
- (g) the carrying out of any environmental or ecological works

and reference to Commencement of Development shall include the terms "**Commenced**" and "**Commences the Development**".

"Development" means the erection of up to 60 houses, demolition of existing buildings, construction of commercial units (Use class B1/B2/B8/D2) and informal public open space Permission.

"Dwellings" means those dwellings constructed on the Property pursuant to the Permission and reference to Dwellings shall include the term "**Dwelling**".

"Education Contribution" means the sum of £203,940.00 (two-hundred and three thousand, nine-hundred and forty pounds) such sum to be deposited with the County Council for a period of 10 years as set out in clauses 4.1 to 4.2 (inclusive) for the purpose of providing additional primary educational facilities at Masham Church of England Primary School within the locality served by this Development in the borough of Harrogate.

"First Occupation" means beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction

or fitting out or marketing or in the context of the occupation of Dwellings the First Occupation of that Dwelling for residential purposes and reference to First Occupation shall include the term "**Occupied**".

"**Index**" means the All Tender Price Index published by the Building Control Information Service of the Royal Institution of Chartered Surveyors or any successor organisation.

"**Infrastructure Contributions**" means collectively the Education Contribution and the POS Contribution.

"**Open Market Dwellings**" means those Dwellings that are not Affordable Housing Units and reference to Open Market Dwellings shall include the term "**Open Market Dwelling**".

"**Owner**" means collectively the First Owner and the Second Owner.

"**Permission**" means outline planning permission for the Development to be granted by the Council pursuant to the Application substantively in the form of the draft in Schedule 1.

"**Plan 1**" means the plan attached to this Deed and marked "Plan 1" attached to this Deed as Schedule 2.

"**Property**" means land at Foxholme Lane, Masham and being the land registered at the Land Registry under title numbers NYK240756, NYK282960 and NYK286511 as shown edged red on Plan 1.

"**POS Contribution**" means the sum of £60,660.00 (sixty thousand, six-hundred and sixty pounds) such sum to be deposited with the Council for a period of 10 years as set out in clause 4.3 to be expended on the provision or upgrading of off-site open space at the sites identified in the Open Space Commuted Sums Calculation dated 19 December 2017 appended at Schedule 3 that will serve the Development by way of the outdoor sports facilities which meets the criteria of policy C1 of the Harrogate District Core Strategy.

"**Working Days**" means any day except a Saturday, Sunday, a bank holiday or other public holiday in England and Wales.

2.2 In this Deed where the context so requires:

- 2.2.1 the singular includes the plural and vice versa;
- 2.2.2 references to clauses paragraphs and schedules are references to clauses paragraphs and schedules in this Deed except where otherwise specified;
- 2.2.3 title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- 2.2.4 the Schedules hereto shall be deemed to be incorporated herein and to have the same force and effect as if the provisions thereof were set out in extenso in the body of this Deed;
- 2.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
- 2.2.6 the expressions the "First Owner" and the "Second Owner shall include persons successors in title to the First Owner and the Second Owner and their assigns and all persons deriving title to all or part of the Property under or through it or them and the expressions the "Council" and the "County Council" shall include its respective successor authority.

3. CONDITIONALITY

- 3.1 The provisions of this Deed shall (apart from clauses 1 to 3, 5.1.4 and 7 to 8 (inclusive) which shall have effect from the date of this Deed) not take effect until all the following conditions have been satisfied:
 - 3.1.1 the Permission shall have been granted; and
 - 3.1.2 the Challenge Period shall have expired; and
 - 3.1.3 the Development shall have been Commenced.

THE PLANNING OBLIGATIONS

PLANNING OBLIGATIONS TO THE COUNCIL AND THE COUNTY COUNCIL

- 4. The Owner hereby agrees with the Council and the County Council as follows:

Infrastructure Contributions

- 4.1 To deposit with the County Council prior to the First Occupation of the 12th Open Market Dwelling £101,970 of the Education Contribution and not to permit the First Occupation of more than 12 of the Open Market Dwellings until £101,970 of the Education Contribution has been paid.
- 4.2 To deposit with the County Council prior to the First Occupation of the 24th Open Market Dwelling the balance of the Education Contribution and not to permit the First Occupation of more than 24 of the Open Market Dwellings until the balance of the Education Contribution has been paid.
- 4.3 To deposit with the Council prior to the First Occupation of the 18th Open Market Dwelling the POS Contribution and not to permit the First Occupation of more than 18 of the Open Market Dwellings until the POS Contribution has been paid

5. THE COUNCIL AND COUNTY COUNCIL COVENANTS

- 5.1 The Council and the County Council agree that:
 - 5.1.1 The POS and Education Contributions paid to the Council and County Council respectively pursuant to this Deed are deposited with the Council and County Council for the purposes set out in the respective definitions in clause 2.1 for a period of 10 years and the Council and the County Council agree to use those contributions solely for those purposes.
 - 5.1.2 The Council and County Council will pay each of the POS and Education Contributions into a separately identified interest bearing accounts as soon as reasonably practicable and will repay any sums plus accrued interest that have not been properly and reasonably expended on those purposes for the benefit of the Development following the expiration of the relevant period referred to in Clause 5.1.1 from the date the contribution is paid to the Council or County Council such expenditure being evidenced by the Council or County Council accounting to the Owner for that expenditure if requested in writing by the Owner for a period of two years following the expiration of the relevant period.
 - 5.1.3 The Council and the County Council shall respond to any request to account for the respective sums expended within 28 Working Days of that request being made provided that request was made within two years from the expiration of the

relevant period mentioned in clause 5.1.1 above and repay any unexpended sums to the person who made the payment (or to that persons nominee) within 28 Working Days of such response.

5.1.4 The Council will issue the Permission within 7 days of the date of this Agreement

5.1.5 Any dispute over the provisions of this Deed including the interpretation of any provision may with the agreement of the parties to the dispute be settled by an expert appointed by the parties to this Deed or in default of agreement as to the identity of that expert by the President of the Royal Institution of Chartered Surveyors and such experts determination including any determination of the costs incurred in settling that dispute shall (save for a manifest error in law or facts) be final and binding on the parties to this Deed.

6. MISCELLANEOUS

6.1 This Deed shall be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975 by the Council. Following the performance and satisfaction of all of the obligations contained in this Deed the Council will forthwith cancel all entries made in the Register of Land Charges in respect of this Deed.

6.2 This Deed shall be enforceable against the Owner to the extent specified in Section 106(3) of the Act but **PROVIDED THAT** the Owner shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owner (or as the case may be such other person deriving title from him) no longer has an interest in the Property.

6.3 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council and/or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

6.4 If the Permission is quashed revoked or otherwise withdrawn or expires within the meaning of Sections 91 92 and 93 of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach).

6.5 No waiver (whether express or implied) by the Council and / or the County Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and/or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

6.6 The Owner agrees that it will on or before the date of this Deed pay:

6.6.1 £1250.00 towards the Council's; and

6.6.2 £750.00 towards the County Council's

reasonable legal costs in connection with the preparation and completion of this Deed.

6.7 The provisions of the Deed shall not be binding on individual purchasers and occupiers of the Dwellings, nor their mortgagees in possession nor on statutory undertakers or providers of water, gas, electricity or telecommunications to the Property.

6.8 The Infrastructure Contributions shall be increased or decreased by an amount equivalent to the increase or decrease in the Index from the date hereof until the date on which such sum is payable.

6.9 This Deed is governed by and interpreted in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

6.10 Wherever this Deed requires the approval agreement determination or consent of the Council the County Council or the Owner such approval agreement determination or consent is not to be unreasonably withheld or delayed.

6.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.

7. **NOTICES**

7.1 All approvals or authorities demands invoices information or notices and other documents or acts authorised or required by or under this Deed by the Owner shall

be in writing and sent to the address of the Owner given in this Deed or such other address as maybe notified to the Council or County Council from time to time.

7.2 Where any document or other communication to be given in writing under this Deed is required to be delivered to the Council or the County Council it shall be addressed to the Director of Economy and Development of the Council or the Corporate Director of Business and Environmental Services of the County Council or such other officer of the Council or the County Council as the Council or County Council (as appropriate) may from time to time notify the Owner at the address given in this Deed or such other addresses as may be notified to it by the Council and the County Council from time to time.

7.3 Where any document or other communication to be given in writing under this Deed is required to be delivered to the:

7.3.1 First Owner it shall be sent to the First Owner at the above address quoting reference "Reference 17/01057/OUTMAJ" or to such other person or address as the First Owner may from time to time direct;

7.3.2 Second Owner it shall be sent to the Second Owner at the above address quoting reference "Reference 1/01057/OUTMAJ" or to such other person or address as the Second Owner may from time to time direct;

7.4 The documents and other communications specified in clauses 7.1-7.3 above will be delivered by hand or sent by pre-paid first class post or other next working day delivered service.

8. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

9. **COMMUNITY INFRASTRUCTURE LEVY**

9.1 The parties to this Deed have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and agree that the planning obligations it contains are:

- 9.1.1 necessary to make the Development acceptable in planning terms;
- 9.1.2 directly and fairly related to the Development; and
- 9.1.3 fairly and reasonably related in scale and kind to the Development.

SCHEDULE 1

Draft Permission



Working for you

C/O The Agent
c/o Planning Potential Ltd
14-15 Regent Parade
Harrogate
HG1 5AW

Your Ref: PP-05841599

NOTICE OF DECISION ON PLANNING APPLICATION

TOWN AND COUNTRY PLANNING ACT 1990

PROPOSAL: Outline planning permission with access into the site considered for up to 60 houses, demolition of existing buildings, construction of commercial units (Use Class B1/B2/ B8/D2) and informal public open space.
LOCATION: Land Comprising Field At 422023 480727 Foxholme Lane Masham North Yorkshire HG4 4DT
APPLICANT: C/O The Agent

Harrogate Borough Council being the Local Planning Authority for the purposes of the application received on 8 March 2017 for Outline Planning Permission, as described above, have resolved to
GRANT PLANNING PERMISSION SUBJECT TO CONDITIONS.

The conditions to which the permission is subject are as follows:

- 1 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following reserved matters -
 - (a) appearance;
 - (b) landscaping;
 - (c) layout; and
 - (d) scale.

Thereafter the development shall not be carried out otherwise than in strict accordance with the approved details.

- 2 Application for the approval of the reserved matters shall be made to the Local Planning Authority not later than 3 years from the date of this permission. The development hereby permitted shall be begun on or before the expiration of one year from the final approval of reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

- 3 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:
 - a. Detailed engineering drawings to a scale of not less than 1:500 and based upon an accurate survey showing:
 - the proposed highway layout including the highway boundary
 - dimensions of any carriageway, cycleway, footway, and verges
 - visibility splays
 - the proposed buildings and site layout, including levels
 - accesses and driveways
 - drainage and sewerage system
 - lining and signing
 - traffic calming measures
 - all types of surfacing (including tactiles), kerbing and edging.

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

 - c. Full highway construction details including:
 - 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
 - when requested cross sections at regular intervals along the proposed roads showing the existing and proposed ground levels
 - kerb and edging construction details
 - typical drainage construction details.

 - d. Details of the method and means of surface water disposal

 - e. Details of all proposed street lighting.

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

 - h. 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.

- 4 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.

- 5 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 20m 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.

- 6 No development for any phase of the development shall take place until a Construction Method Statement for that phase has been submitted to, and approved in writing by, the Local Planning Authority in consultation with the Local Highway Authority. The approved Statement shall be adhered to throughout the construction period for the phase. The statement shall provide for the following in respect of the phase:

- a. the parking of vehicles of site operatives and visitors
- b. loading and unloading of plant and materials
- c. storage of plant and materials used in constructing the development
- d. erection and maintenance of security hoarding including decorative displays and facilities for public viewing where appropriate
- e. wheel washing facilities
- f. measures to control the emission of dust and dirt during construction
- g. a scheme for recycling/disposing of waste resulting from demolition and construction works
- h. HGV routing to avoid The Oaks.

- 7 Prior to commencement of development an electric vehicle infrastructure strategy and implementation plan, to include details of the number, location and maintenance of electric vehicle charging points shall be submitted for the written approval of the local planning authority. Thereafter the development shall be carried out as approved with charging points associated with dwellings installed prior to occupation of that dwelling.

- 8 No deliveries or despatches to the commercial units as approved shall be made to or from the site, and no delivery or despatch vehicles shall enter or leave the site (whether laden or un-laden), before the hours of 0800 nor after 1800 Monday to Friday and before the hours of 0800 hours nor after 1300 hours Saturday, and not at all on Sundays and Public Holidays.
- 9 The commercial units as approved shall not be operated before 0800 hours or after 1800 Monday to Friday and before 0800 hours or after 1300 hours on a Saturday and not at all on Sundays and Public Holidays.
- 10 Before each commercial unit come into use, a noise mitigation scheme shall be submitted in writing and approved in writing by the local planning authority detailing measures that will be implemented to ensure that any noise associated with the unit does not cause detriment to amenity or a nuisance, to occupants of any existing and future approved noise sensitive premises in the vicinity. All such measures to be employed and verified by a suitably competent person before bringing the development into use and fully maintained during the life of the development.
- 11 Before bringing the proposed residential premises into use, a noise mitigation scheme shall be submitted in writing and approved in writing by the local planning authority detailing measures that will be implemented to ensure that any noise breakout associated with the proposed commercial units and pre-existing noise sources in the vicinity do not give rise to detriment to amenity or a nuisance, to occupant of the existing and proposed noise sensitive premises in the vicinity. All such measures to be employed and verified by a suitably competent person before bringing the development into use and fully maintained during the life of the development.

The mitigation measures identified as appropriate within the acoustic assessment reports dated 2nd March 2017 and 16 June 2017 and in my comments above for the proposed outline layout of the development are identified below, such measures will however be dependent upon the final design of the site :-

1. 2.1m high close boarded acoustic fence on the western boundary of any rear garden and north facing perpendicular run from the boundary fence, as shown on Appendix B of report dated 2nd March 2017
2. 2.1m high close boarded acoustic fence on boundary between proposed residential and proposed commercial units, as shown on Appendix B of report dated 2nd March 2017
3. 2.1m high close boarded acoustic fence on southern boundary to enclose the rear gardens of proposed residential premises, as shown on Appendix B of report dated 2nd March 2017
4. Acoustic upgrade of bedroom windows with a view or partial view of the mill to achieve a sound reduction index of no less than $R_w=34\text{dB}$, as shown on Appendix B of report dated 2nd March 2017

5. Acoustic upgrade of living room windows to residential premises that back on to the proposed commercial units

- 12 No development shall take place until details of works to provide infrastructure for the delivery of an adequate water supply to properly serve the development have been submitted to and approved by the local planning authority. Furthermore occupation of the development shall not commence until the required works have been implemented in accordance with the approved details.

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

- 14 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall, other than the existing local public sewerage, for surface water have been completed in accordance with details submitted to and approved by the Local Planning Authority.

- 15 The application for Reserved Matters shall include those crime prevention measures set out in the letter from the Police Designing Out Crime Officer dated 21 March 2017.

- 16 Unless otherwise agreed by the Local Planning Authority, development other than that required to be carried out as part of an approved scheme of remediation must not commence until sections A to D have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until section D has been complied with in relation to that contamination.

A. SITE CHARACTERISATION

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- * human health,
- * property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- * adjoining land,
- * groundwaters and surface waters
- * ecological systems
- * archaeological sites and ancient monuments:

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

B. SUBMISSION OF REMEDIATION SCHEME

A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

C. IMPLEMENTATION OF APPROVED REMEDIATION SCHEME

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise approved in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

D. REPORTING OF UNEXPECTED CONTAMINATION

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirement of section A, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of section B, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in accordance with section C.

- 17 The commercial premises hereby approved shall be used for Use Classes B1, B8 and D2 only, and for no other purpose (including and other purpose in Classes B and D of the Schedule of the Town and Country Planning (Use Classes) Order 1987 as amended.
- 18 (a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or

opping approved shall be carried out in accordance with British Standard 3998 (2010) (Tree Work).

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

In this condition "retained tree" means an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) above shall have effect until the expiration of two years from the completion of the development.

- 19 The proposed development shall be carried out in accordance with the recommendations of the Flood Risk Assessment by WSP dated 6th March 2017.
- 20 Demolition of buildings and removal of vegetation shall be undertaken outside of the main birds' nesting season (March-April inclusively) unless a pre-commencement check by a suitably experienced ecologist demonstrates that no actively nesting birds would be disturbed by such activities.
- 21 No works to trees shall be undertaken without the written approval of the local planning authority in relation to bats and where appropriate, a European protected species licence has been obtained from Natural England. Tree root protection zones shall be identified and implemented for all trees to be retained.
- 22 Works shall not be commenced on site until a great crested newt method statement has been agreed in writing with the local planning authority to protect GCN from harm during the course of works and during operation of the scheme. This restriction shall include ground preparation and site investigation works, as great crested newts may be vulnerable to disturbance impacts resulting from such works at this site.
- 23 A scheme for ecological mitigation and enhancement shall be agreed in writing by the local planning authority prior to the submission of a reserved matters or full application

for the site. The development shall thereafter be carried out in accordance with the approved scheme.

- 25 The development shall not be begun until a scheme for the provision of affordable housing as part of the development has been submitted to and approved in writing by the Local Planning Authority. The affordable housing shall be provided in accordance with the approved scheme and shall meet the definition of affordable housing in Annex 2 of the NPPF or any future guidance that replaces it. The scheme shall include:
- a. The numbers, type, tenure and location on the site of the affordable housing provision to be made which shall consist of not less than **** of housing units/bed spaces;
 - b. The timing of construction of the affordable housing and its phasing in relation to the occupancy of the market housing;
 - c. The arrangements for the transfer of the affordable housing to an affordable housing provider (or the management of the affordable housing if no such provider is involved);
 - d. The arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the affordable housing; and e. The occupancy criteria to be used for determining the identity of occupiers of the affordable housing and the means by which such occupancy criteria shall be enforced. The development shall not be occupied until the approved scheme has been carried out and it shall thereafter be retained.

The reasons for the conditions are shown below:-

- 1 To safeguard the rights of control by the Local Planning Authority in respect of the reserved matters.
- 2 To ensure compliance with sections 91-94 of the Town and Country Planning Act 1990.
- 3 In order to secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of highway users.
- 4 In order to ensure safe and appropriate access and egress to the dwellings, in the interests of highway safety and the convenience of prospective residents.
- 5 In order to ensure a satisfactory means of access to the site from the public highway in the interests of vehicle and pedestrian safety and convenience.

- 6 In order to provide for appropriate on-site vehicle parking and storage facilities, in the interests of highway safety and the general amenity of the area.
- 7 In the interests of maintaining air quality.
- 8 In the interests of residential amenity.
- 9 In the interests of residential amenity.
- 10 In the interests of residential amenity.
- 11 In the interests of residential amenity.
- 12 (In order to protect the existing mains infrastructure and ensure that the site has an adequate supply of water)
- 13 In the interest of satisfactory and sustainable drainage
- 14 (To ensure that the site is properly drained and in order to prevent overloading , surface water is not discharged to the foul sewer network
- 15 In accordance with Paragraphs 58 and 69 of the NPPF and to enable the local planning authority to discharge its functions in accordance with Section 17 of the Crime & Disorder Act 1998.
- 16 To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policies SG4 and EQ1 of the Harrogate District Core Strategy.
- 17 Only the use specified is acceptable in the interests of residential amenity.
- 18 To safeguard the rights of control by the Local Planning Authority in these respects and in the interests of amenity.
- 19 In the interest of satisfactory and sustainable drainage
- 20 In the interests of conserving and enhancing biodiversity, including protected species.
- 21 In the interests of conserving and enhancing biodiversity, including protected species.
- 22 In the interests of conserving and enhancing biodiversity, including protected species.
- 23 In the interests of conserving and enhancing biodiversity, including protected species.

- 25 To ensure that affordable housing is provided on site, in accordance with Saved Local Plan Policy H5.

INFORMATIVES:

- 1 This development may require a permit under the Environmental Permitting (England and Wales) Regulations 2010 from the Environment Agency for any proposed works or structures, in, under, over or within eight metres of the top of the bank of Swinney Beck, designated a 'main river'. This was formerly called a Flood Defence Consent. Some activities are also now excluded or exempt. A permit is separate to and in addition to any planning permission granted. Further details and guidance are available on the GOV.UK website:
<https://www.gov.uk/guidance/flood-risk-activities-environmental-permits>.

- 2 In imposing Condition 3 above it is recommended that before a detailed planning submission is made a draft layout is produced for discussion between the applicant, the Local Planning Authority and the Highway Authority in order to avoid abortive work. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.

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.

- 3 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.
- 4 The ecological assessment which accompanies this application advises that a European Protected Species Licence (EPSL) will be required to be obtained from Natural England in respect of both bats and great crested newts in order for the proposed works to be undertaken lawfully. Where required, it is the applicant's responsibility to engage a licenced ecological consultant to apply for the appropriate licence to ensure that no breach of the relevant wildlife legislation occurs as a result of the proposed works.

You can see the officer's report on the application by visiting www.harrogate.gov.uk/planning, selecting Planning Committees then Planning Committee – view Agenda and Minutes and selecting the date of committee which is the same as the date of decision on the decision

notice. Alternatively, you can see the application report by either contacting Customer Services Tel No: 01423 500600 or e-mailing customerservices@harrogate.gov.uk.

STATEMENT OF COMPLIANCE WITH ARTICLE 31 OF THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

In dealing with this planning application Harrogate Borough Council as the Local Planning Authority has adopted a positive and proactive manner. The Council offers a pre-application service for planning proposals and applicants are encouraged to undertake this. Proposals are assessed against the National Planning Policy Framework, the documents that form the Development Plan, and Supplementary Planning Documents, which have been subject to proactive publicity and consultation prior to their adoption, and are referred to in this notice of decision. Where appropriate, changes to the proposal were sought when the statutory determination timescale allowed through seeking solutions to problems arising by liaising with consultees, considering other representations received and liaising with the applicant/agent as necessary.

DRAFT

Signed:



G Bell
Chief Planner

Date of Decision: 15.08.2017

Date of Issue:

NOTE: No consent, permission or approval hereby given absolves the applicant from the necessity of obtaining the approval, under the Building Regulations, of the District Council in whose area the proposed development is situated, or of obtaining approval under any other bye-laws, local acts, orders, regulations and statutory provisions in force, and no part of the proposed development should be commenced until such further approval has been obtained.

Discharging Conditions – A fee is payable for the discharge of conditions attached to planning and other applications. Applications must be made in writing clearly identifying the application number and the conditions. The standard application form can be used but is not mandatory. The scale of fees can be found on the planning website www.harrogate.gov.uk/planning. Please note a fee is payable for each separate request and applications should be determined within 8 weeks of a valid request being received.

NOTE TO APPLICANT/AGENT: The Borough Council posted a site notice publicising this application. If it is still on display, please remove it.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES SET OUT OVERLEAF.

NOTIFICATION TO BE SENT TO AN APPLICANT WHEN A LOCAL PLANNING AUTHORITY REFUSE PLANNING PERMISSION OR GRANT IT SUBJECT TO CONDITIONS

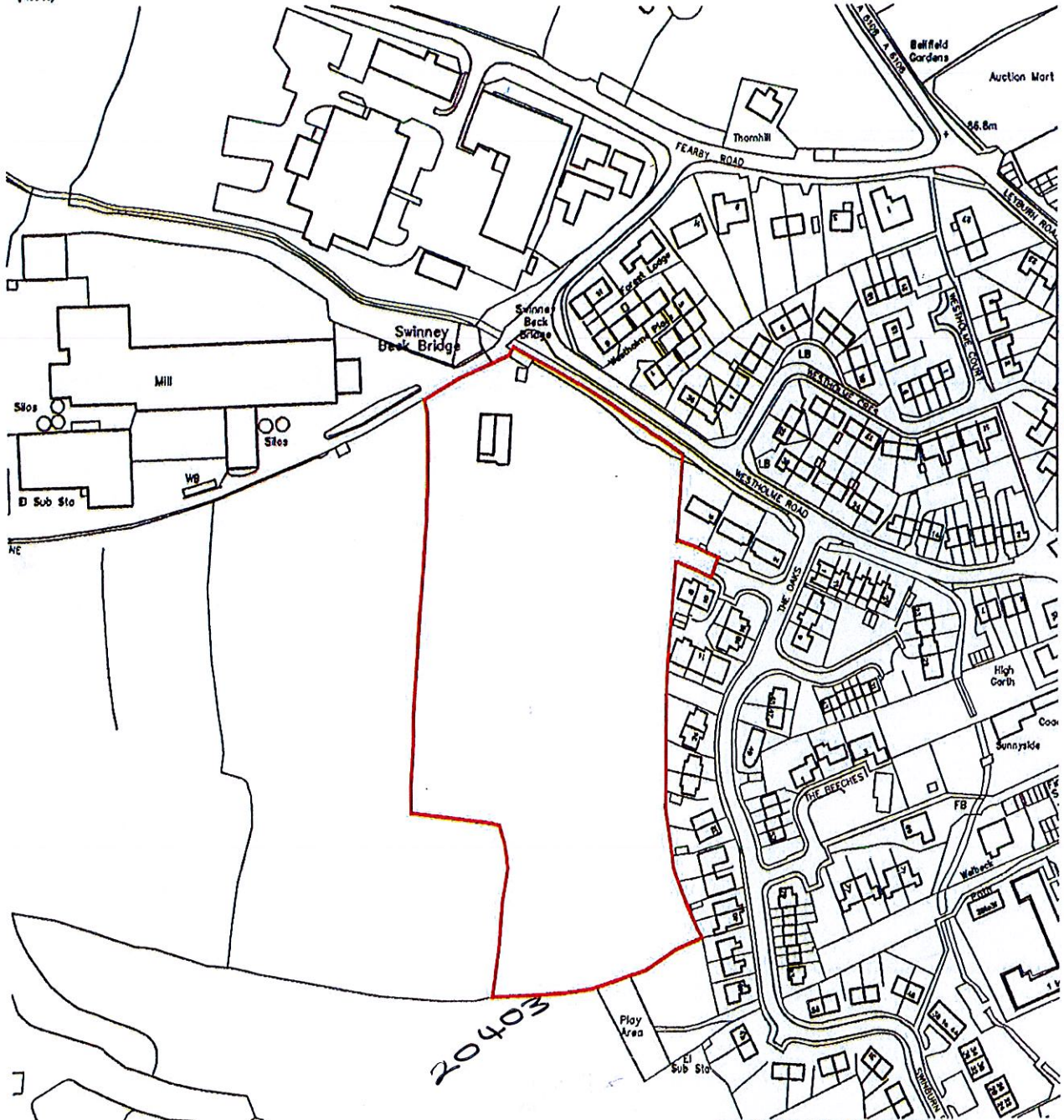
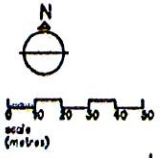
Appeals to the Secretary of State

- If you are aggrieved by the decision of your 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 under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Where this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
- Otherwise, if an enforcement notice is subsequently served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within:
28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- Appeals can be made online at <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of an appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

SCHEDULE 2

Plan 1

"For the purposes of Planning Consent the following applies to any copy of this drawing made by the Local Authority:
 This copy has been made by and with the authority of the person responsible in making the plan and it being open to public inspection pursuant to Section 49 of the Copyright, Designs and Patents Act 1988. It does not provide a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner.
 If any copy is made under the authority of the Local Authority only the whole drawing including the copyright notice and the notice, it is to be copied."



Rev D: 2017.02.01: BG: CD: Site boundary amended
 Rev C: 2017.02.28: BG: CD: Site boundary amended to match T16 Plan
 Rev B: 2017.02.24: BG: CD: Site boundary amended
 Rev A: 2017.02.17: BG: CD: Site boundary amended

Issue Purpose: PLANNING APPLICATION

Jameson
Jameson
Jameson
Jameson

P+HS Architects		P+HS architects
88 Abdon Street LE11 8AQ 0115 2454332	The Old Station Sunnyside Road 01642 712814	
Design Works Wethers Road 0151 4892585	0151 4892585	
www.pandha.co.uk		
Client: Jameson	Project: Wethers Road, Masham	Issued From: LEEDS
Title: Location Site Plan	Drawing Number: 2764 - D - 90 - 1000	Date: 26.01.17
Revision: Design - D Construction - C	Scale: 1:2500 @ A4	Drawn: LO Ash CO

Schedule 3
Open Space Commuted Sums Calculation



Working for you

Commuted Sums Calculation

Application Details

Site: Westholme Road, Masham	Date of Calculation: Tue Dec 19 2017 10:07:00
Commuted Sums Ref: CS2017.0114	Date Valid: Tue Dec 19 2017
Planning Ref: 17/01057/OUTMAJ	Type of Application: Outline application - Major
Case Ref: 17/01057/OUTMAJ	Location: Rural
	Additional Population: 180

Dwelling Profile

	No. of Dwellings	Population
1 Bed:	0	0
2 Bed:	0	0
3 Bed:	60	180
4 Bed:	0	0
5+ Bed:	0	0
Development Population:		180

Existing Population within:

1000 m	963
3000 m	1468
3200 m	1498

Population After Development within:

1000 m	1143
3000 m	1648
3200 m	1678

Commuted Sums Due:

Type	Distance Threshold	Open Space within distance threshold (Ha)	Open Space required for existing population (Ha)	Difference between existing amount within distance threshold & required amount for existing population (Ha)	Open Space generated by development (Ha)	Actual Open Space requirement for this development (Ha)	Development Type	Site	Total
Open Space									
Allotments and Community Gardens	1000 m	2.62070	0.38520	2.23550	0.07200	-2.16350	Enhance	N/A	£0.00
Amenity Greenspace (Includes Green Corridors)	1000 m	2.84020	1.73340	1.10680	0.32400	-0.78280	Enhance	AGSGC186: Swinton Lodge (0 previous sums)	£23040.00
Cemeteries, Disused Churchyards, etc.	1000 m	1.43460	0.48150	0.95310	0.09000	-0.86310	Enhance	N/A	£0.00
Natural and Semi-Natural Urban Greenspace (including Urban Woodland)	3000 m	0.00000	3.96360	-3.96360	0.48600	0.48600	On Site	N/A	£0.00
Outdoor Sports Facilities	3000 m	3.61090	1.70288	1.90802	0.20880	-1.69922	Enhance	N/A	£0.00
Parks & Gardens	1000 m	0.13300	0.07704	0.05596	0.01440	-0.04156	Enhance	N/A	£0.00
Provision for Children and Young People	1000 m	0.39050	0.09630	0.29420	0.01800	-0.27620	Enhance	CHYP96: The Oaks (2 previous sums)	£37620.00
Open Spaces Provision Total:									£60660.00
Village Halls	3200 m	2 Units	2 Units	-0 Units	0 Units	0 Units	Enhance	N/A	£0.00
Village Halls Provision Total:									£0.00
Total Commuted Sum due for Off-Site Provision:									£60660.00
Total Maintenance Payment due upon adoption of On-Site Open Space:									£93731.90
Grand Total for Off-Site Provision and On-Site Maintenance:									£154391.90

On-Site Provision:

Type	Area Req.	Maint. Cost (per year)	Multiplier	Cost
AllotCG	0.00000	£0.00	41	£0.00
AmGs&GC	0.00000	£0.00	41	£0.00
Cems	0.00000	£0.00	41	£0.00
NSNGs	0.48600	£2286.14	41	£93731.90
OSF	0.00000	£0.00	41	£0.00
P&G	0.00000	£0.00	41	£0.00
ProvC&YP	0.00000	£0.00	41	£0.00
Village Halls	0.00000	£0.00	41	£0.00

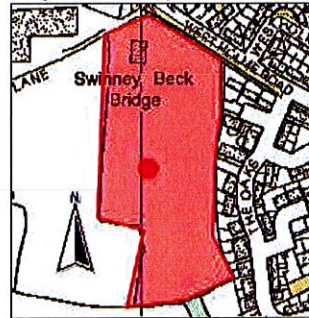
Working for you

Commuted Sums - Calculation Details

Application Details

Reference:	CS2017.0114
Site:	Westholme Road, Masham
Planning Ref:	17/01057/OUTMAJ
Case Reference:	17/01057/OUTMAJ
Date Valid:	19/12/2017
Type Of Application:	Outline application - Major
Location:	Rural

Map of Development



Coordinates of Development

Easting:	422006.814989639
Northing:	480718.02091753
Area:	2.67278 Hectares

Dwelling Profile

The number of dwellings of each type:

1 Bedroom:	0
2 Bedrooms:	0
3 Bedrooms:	60
4 Bedrooms:	0
5+ Bedrooms:	0

Previous Calculation

Previous Calculation Reference:	
Previous Calculation was external to this system:	<input type="checkbox"/>

Notes


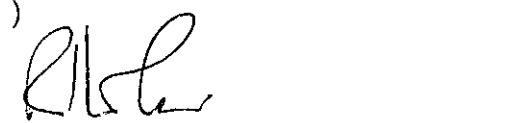
figures and plan provided by case 9officer

EXECUTED AS A DEED in the manner hereinafter but not delivered until the day and year first written

EXECUTED as a DEED by
GRAHAM EDWARD JAMESON

in the presence of:

Signature

)
) 
)
) 

Name of witness

G. R. HARKER

Address

DALEVIEW BARN
LOFTHOUSE
HARROGATE

Occupation

COMPANY SECRETARY

EXECUTED as a DEED by
CHRISTOPHER ROBERT JAMESON

in the presence of:

Signature

)
) 
)
) 

Name of witness

G. R. HARKER

Address

DALEVIEW BARN
LOFTHOUSE
HARROGATE

Occupation

COMPANY SECRETARY

**EXECUTED as a DEED by
JAMES MALCOLM JAMESON**

in the presence of:

)
) *J. M. Jameson*
)
[Signature]

Signature

Name of witness

G. R. HARKER

Address

*DALCUIEN BARN
KOTTBOOSE
HARROGATE*

Occupation

COMPANY SECRETARY

**EXECUTED as a DEED by
BARBARA JAMESON**

in the presence of:

)
) *B. Jameson*
)
[Signature]

Signature

Name of witness

G. R. HARKER

Address

*DALCUIEN BARN
KOTTBOOSE
HARROGATE*

Occupation

COMPANY SECRETARY

The Common Seal of **THE COUNCIL OF**)
THE BOROUGH OF HARROGATE was)
hereunto affixed in the presence of:)




Chief Solicitor

The Common Seal of **NORTH**)
YORKSHIRE COUNTY COUNCIL was)
hereunto affixed in the presence of:)

20403




Authorised Signatory

