

Lilian Coulson Planning Consultant
BA (Hons) MRTPI
Chestnut House
Skipwith Road
Escrick
York
YO19 6JU

Mrs Rachael Balmer
Forward Planning Officer
Ryedale District Council
Ryedale House
Old Malton Road
Malton
YO17 7HH

My Ref: Rillington

27 April 2016

Dear Mrs Balmer

**Ryedale Plan: Information provided as part of the Local Plan Sites Document
Site 638: Land East of Low Moorgate / North of Manor View, Rillington
On behalf of Mr J B Cook and Mr M Wrigley**

I write further to your letter dated 3 March 2016 and our subsequent discussion and apologise for the delayed response. You requested that I confirm my client's response to your letter in writing to assist you in having a record for future Local Plan work, to support the information provided in my previous response to you dated 13 December 2015. Therefore I respond to the issues raised in your letter as follows:

As you correctly state, the front portion of the site (Phase 1) is now a Commitment as it has the benefit of planning permission for 10 dwellings. The Phase 2 site is now a standalone application, although accessed through Phase 1. The proposed 'movement' of one plot is academic to the proposed allocation; it was mentioned as an aside to provide assurance of the quantum of development that the combined site will produce, which is currently intended to be limited to 25 dwellings. However Highways have not objected to the proposed 16 dwellings and therefore either 25 or 26 dwellings could be built in total. If Highways in due course consider allowing any further dwellings to be accessed off this road to allow adjacent land to be developed, this can be considered on its merits in due course, but that is not the intention of the current proposals. You can consider this in determining the proposed allocation boundaries in due course.

The Phase 2 application has now been submitted and the accompanying reports are with the Council and are public information. You will therefore have access to all the technical information you require. No doubt, as discussions with consultees progress, further information and clarification will become available which will supplement that submitted. As you say, the application will be considered on its merits, and its current status as a Preferred Site within a Designated Service Village will be a material consideration when considering its Policy context. These reports will provide you with the assurances you require regarding the site's developability and I would draw to your attention that there have been no technical objections from statutory consultees on the current application to date.

However I note your query regarding its deliverability, notwithstanding the letter from agent Rounthwaite and Woodhead previously submitted as supporting information. As we discussed, there are other major allocations being proposed, such as in Malton and Norton, which are also

landowner led and so I assume that similar questions are being asked of these and any concerns you may have are the same. As these are major strategic sites owned and managed by established estate organisations, they will be carefully appraised to ensure that they are released to the market at a time, and probably on a phase basis where one landowner is concerned, to maximise their economic potential, in accordance with good estate management. So they are unlikely to all come forward together at the beginning of the Plan period.

In the decade following the Barker review of housing, the Chartered Institute of Housing and the Government are still advocating that a range of size sites should become available to provide suitable housing land for small and medium builders as well as the national housebuilders, and we remain confident, through the professional advice received to date, that this size of site will be of interest to both medium and some of the larger builders. It would not be economic for the landowners to tie themselves at this stage to an exclusive agreement with one builder, given that they have underwritten all of the costs of the site's promotion and the planning applications to date; a developer will only tie it up for a percentage discount to the Open Market Value (to optimise their profit margin), which would have implications for the planning gain package (ie affordable housing) that could be offered by the landowner. And any potential exclusive Option Agreement or Conditional contract that could be signed would always be conditional on a developer receiving a 'satisfactory planning permission'. There are many instances where developer-led sites have been walked away from by that developer citing that the permission that they have obtained is not 'satisfactory' because, for example, the site is no longer economic as perhaps the market has changed or they do not like the planning conditions or non standard housetypes (maybe needed from a design perspective) being imposed by the planners (ie anything that could affect their profit margin and the certainty developers/shareholders prefer for standard housetypes and sites with no 'abnormal' uncertainties). So a developer name is no certainty to deliverability and not a planning matter at the application stage, although we do appreciate that you want to satisfy yourself that you will be allocating sites that will come forward within the Plan period. There is also well documented comment on whether developers 'land bank', so again another factor for you to consider to challenge your stated view 'that proven developer interest would be preferable to demonstrate deliverability'.

Regarding your query as to whether the joint developer agreement between the two landowners is legally binding, I can assure you that this is indeed the case. One of my clients / landowners' heads and is Partner at a well respected experienced Leeds Solicitor's practice – Wrigleys Solicitors, whose work includes an accredited specialist Property Team, and so all legal work for the Phase 1 and Phase 2 sites (including all landowner agreements and S106 work) has been undertaken by this firm of solicitors. This client is leading the Phase 2 application and Local Plan promotion work, with work being undertaken by appropriate specialist experienced consultants as required.

I would confirm that I have again met with Rillington Parish Council: on 14 March 2016 to discuss the Phase 2 application. They were aware of the proposed Local Plan allocation and only had queries about general matters more related to 'planning gain'; consequently we discussed how the new CIL system adopted by the Council would provide for improvements in local infrastructure/facilities in lieu of the previous S106 system (apart from affordable housing), but I was not aware of any issues that they found unsatisfactory after answering questions.

I note your concerns about viability related to the new introduction of CIL, and in particular appreciate your reminder of the remaining timescale left in the Phase 1 application. Clearly it is imperative that the Phase 2 consent is granted speedily – especially considering that there are no objections from statutory consultees, who have provided recommended conditions – and the S106 (for affordable housing) is tied up expeditiously. There is no legitimate reason why this should not be a given in that all general and affordable housing terms are already agreed in the Agreement attached to the Phase 1 consent. If this is the case and the consent is issued within the statutory recommended 13 weeks period, then the site can be put to the market and tied up with a developer at a very early date, without the need to 'renew' the Phase 1 consent. As you state, if this is not the case and the Phase 2 application is delayed, there may well be financial implications to the planning gain previously agreed (and a consequence to the affordable housing that can be offered) due to the introduction of CIL. So it is in all our interest – from both a financial and deliverability point of view – for the consent to be granted asap.

I trust that this answers your queries and any concerns.
Please do not hesitate to contact me if you require any further information.

Yours sincerely

Lilian Coulson

