

DATED 10 February 2017

NORTH YORK MOORS NATIONAL PARK AUTHORITY

and

HOME GROUP LIMITED

---

**SUPPLEMENTAL AGREEMENT**  
pursuant to Section 106A  
of the Town and Country Planning Act 1990 (as amended)  
relating to land at Eskdaleside, Sleights

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THIS DEED is made the 10th day of February.

2017

**BETWEEN: -**

- (1) **NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York, YO62 5BP ("**National Park Authority**"); and
- (2) **HOME GROUP LIMITED** an Industrial and Provident Society IP Number 22981R whose registered office is situated at 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne NE12 8ET an Exempt Charity within the meaning of the Charities Act 2011 and a Registered Provider of Social Housing (HCA Registration Number L3076) ("**Home Housing**").

**WHEREAS**

- A. The National Park Authority is the local planning authority for the purposes of this Deed for the area within which the Section 73 Land is situated and by whom the obligations contained in this Deed are enforceable.
- B. Home Housing is registered at the Land Registry as proprietor of the Section 73 Land with title absolute under title NYK417013.
- C. On 13 June 2014 the National Park Authority, Home Housing and other parties entered into the Original Agreement.
- D. Home Housing has submitted the Application to the National Park Authority for permission under Section 73 of the Act for the variation of the Original Permission.
- E. The National Park Authority is minded to grant the Section 73 Permission subject to the prior completion of this Deed.
- F. This Deed is supplemental to the Original Agreement and varies the Original Agreement only to the extent set out in this Deed
- G. Home Housing has agreed that the Section 73 Development shall be carried out in accordance with the Original Agreement subject to the modifications in this Deed
- H. The Land is bound by the Original Agreement which shall endure and is not replaced by this Deed in respect of the Original Permission
- I. The Section 73 Land is slightly different in extent to the Land.



J. Home Housing by entering into this Deed does so to create planning obligations in favour of the National Park Authority pursuant to Section 106 and Section 106A of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.

**NOW THIS DEED WITNESSES** as follows:

**DEFINITIONS AND INTERPRETATION**

1.1. In this Deed the following words and expressions shall where the context so requires have the following meanings: -

- |   |  |
|---|--|
| <b>"Act"</b>                                    | means the Town and Country Planning Act 1990 (as amended);   |
| <b>"Application"</b>                            | means the application made under section 73 of the Act submitted by Home Housing to the National Park Authority for the variation of the Original Permission and allocated reference number NYM/2016/0533/FL;  |
| <b>"Commencement of Section 73 Development"</b> | means the date upon which the Section 73 Development shall commence by the carrying out on the Land pursuant to the Section 73 Permission of a material operation as specified in Section 56 of the Act and reference to "Commence Section 73 Development" shall be construed accordingly; |
| <b>"Land"</b>                                   | means the land against which the Original Agreement may be enforced shown edged red on the Plan attached to the Original Agreement;  |
| <b>"Original Permission"</b>                    | means the planning permission granted by the National Park Authority under reference number NYM/2013/0147FL in respect of which the Application has been made;   |
| <b>"Original Agreement"</b>                     | means the agreement dated 13 June 2014 between the National Park Authority, Home   |



Housing and other parties a copy of which is contained in the Schedule to this Deed;

**"Section 73 Development"** means the development to be carried out on the Section 73 Land pursuant to the Section 73 Permission;

**"Section 73 Land"** means the land against which this Agreement may be enforced shown edged red on the Plan attached to this Agreement;

**"Section 73 Permission"** means planning permission granted by the National Park Authority pursuant to the Application;

#### **CONSTRUCTION OF THIS DEED**

- 1.2. For the purposes of this Deed the singular includes the plural and vice versa.
- 1.3. The expression "person" means any person, firm, authority or company or other legal entity.
- 1.4. Unless otherwise stated, references to clause numbers are references to the clauses in this Deed.
- 1.5. Unless otherwise stated, references to schedules and paragraph numbers are references to the schedules and paragraphs of schedules in this Deed.
- 1.6. Any covenant by Home Housing not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

#### **LEGAL BASIS**

2. This Deed is a planning obligation made pursuant to Section 106 and Section 106A of the Act and all other powers so enabling and may be enforced by the National Park Authority against Home Housing and, where the obligation binds their land, any persons deriving title from them.

( )



## **PARTIES COVENANTS**

- 3.1 Home Housing covenants with the National Park Authority to perform the obligations and observe the restrictions contained in the Original Agreement read mutatis mutandis so that references in the Original Agreement to:
- 3.1.1 'the Planning Permission' shall be read as references to the Section 73 Permission,
- 3.1.2 'the Development' be read as references to the Section 73 Development,
- 3.1.3 'the Commencement of Development' be read as references to the Commencement of the Section 73 Development, and
- 3.1.4 'the Land' be read as references to the Section 73 Land
- and all the interest which Home Housing has in the Section 73 Land shall be subject to those obligations and restrictions.
- 3.2 The National Park Authority covenants with Home Housing to perform its obligations contained in the Original Agreement as varied by this Deed.

## **MISCELLANEOUS**

4. The planning obligations contained in this Deed shall not become effective until the earliest date on which the following conditions are satisfied: -
- (a) The Section 73 Permission has been granted; and
- (b) save where otherwise stated in this Deed the Section 73 Commencement of Development.
5. This Deed shall have effect as from the date specified in clause 4 until discharged but shall cease to have effect if the Section 73 Permission shall lapse or expire or be revoked or modified without the consent of Home Housing or for any reason cease to have effect before the Commencement of Section 73 Development and save that clause 10 shall come into affect without cessation on completion of this Deed
6. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land or the Section 73 Land in accordance with a planning permission (other than the Section 73 Permission) granted after the date of this Deed.



7. This Deed is a Local Land Charge and shall be registered as such.
8. This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
9. The parties to this Deed 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 it contains are :
  - (a) necessary to make the Section 73 Development acceptable in planning terms;
  - (b) directly and fairly related to the Section 73 Development; and
  - (c) fairly and reasonably related in scale and kind to the Section 73 Development.
10. The parties shall each bear their own costs in relation to the negotiation, preparation and completion of this Deed.

**IN WITNESS** whereof this Deed has been duly executed by the parties the day and year first  
before written.



THE SCHEDULE  
(ORIGINAL AGREEMENT)



DATED

13<sup>th</sup> June

2014

NORTH YORK MOORS NATIONAL PARK AUTHORITY

- and -

HOME GROUP LIMITED

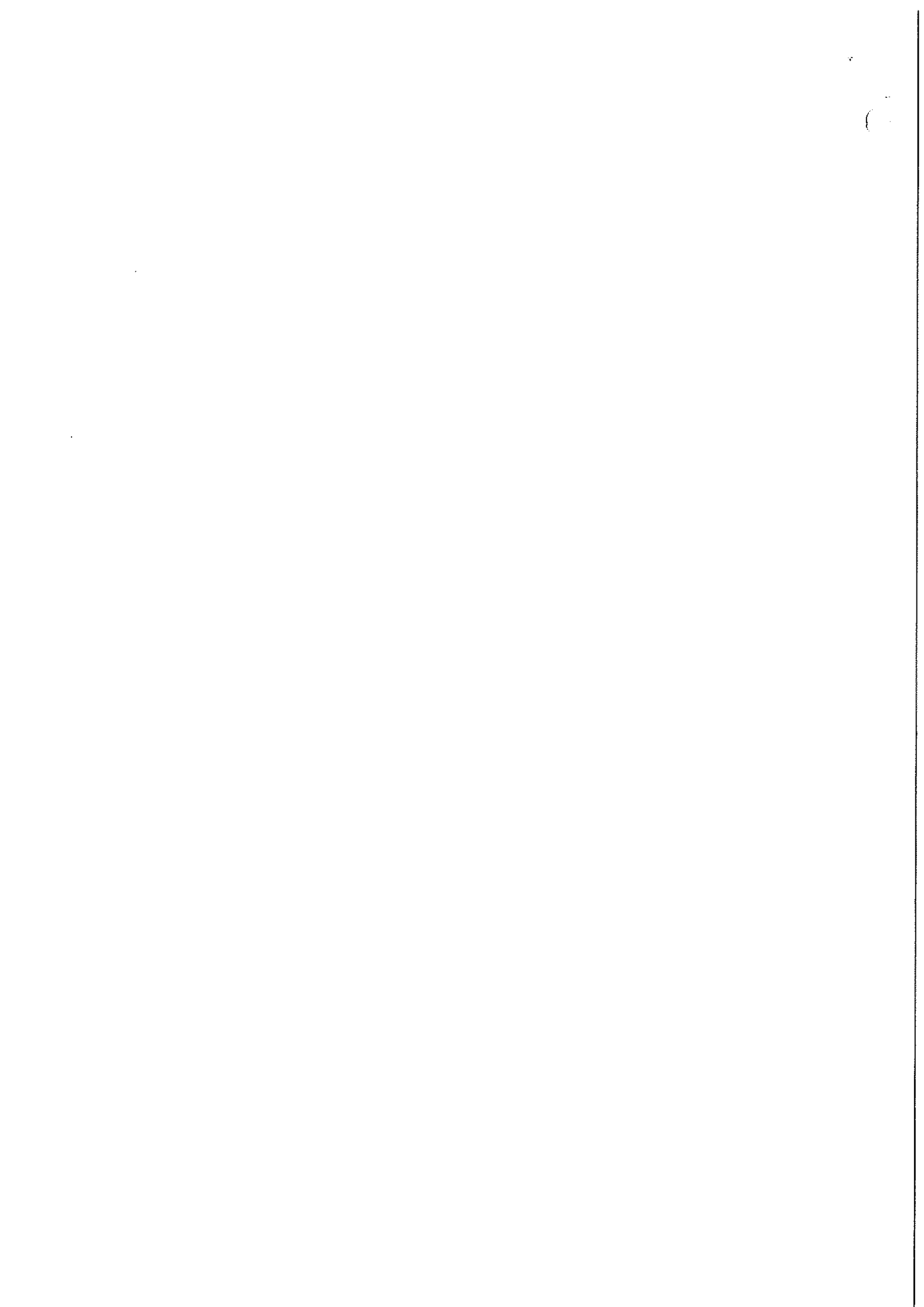
- and -

STEPHEN HUGH RIDDOLLS, CHRITOPHER DAVID RIDDOLLS and  
ALISTAIR MARK MACKERETH DUNCAN

SECTION 106 AGREEMENT

relating to land adjacent to Hermitage Way, Eskdaleside, Sleights, North Yorkshire

CERTIFIED TO BE A TRUE COPY OF  
THE ORIGINAL DOCUMENT  
DATE 28/6/2014  
FOR HOME GROUP LTD





THIS DEED is dated the 13<sup>th</sup> day of June 2014

**BETWEEN:**

- (1) THE NORTH YORK MOORS NATIONAL PARK AUTHORITY of The Old Vicarage, Bondgate, Helmsley, York YO62 5BP ("National Park Authority"); and
- (2) HOME GROUP LIMITED an Industrial and Provident Society IP Number 22981R whose registered office is situated at 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne NE12 8ET an Exempt Charity within the meaning of the Charities Act 2011 and a Registered Provider of Social Housing (HCA Registration Number L3076) ("Home Housing"); and
- (3) STEPHEN HUGH RIDDOLLS of Aislaby Lodge AislabyWhitby Noerth Yorkshire YO21 1SY, CHRISTOPHER DAVID RIDDOLLS of Manor House Farm EskdalesideS;eights Whitby YO22 5ES and ALISTAIR MARK MACKERETH DUNCAN of Stamford House Piccadilly York YO1 9PP ("Owner")

**DEFINITIONS**

1972 Act	the Local Government Act 1972
1990 Act	the Town and Country Planning Act 1990
S56	Section 56 of the 1990 Act
S106	Section 106 of the 1990 Act
S111	Section 111 of the 1972 Act
Affordable Housing	means Affordable Rented Housing or Intermediate Housing as defined in Annex 2 of the National Planning Policy Framework
Affordable Rented Dwelling	means any one or more of the Dwellings to be let to an Occupant on terms by which the rent and any charges payable does not exceed 80% of the cost of local market rents inclusive of service charges
Application	an application by the Owner for planning permission made to the National Park Authority under reference NYM/2013/0147/FL for the Development on the Land
Commencement of the Development	means the date upon which any works comprising a material operation pursuant to S56 are begun and Commence and Commenced shall be construed accordingly
Development	the erection of 10 (ten) affordable dwellings on the Land consisting of 4 (four) three-bedroomed houses and 6 (six) two-bedroomed houses with associated landscaping and access in accordance with the Application
Dwellings	any of the dwellings comprised in the Development
Full Time Employment	means the main or sole employment
Geographical Area	means the parish of Eskdaleside-cum-Ugglebarmby; but if no eligible person has been found from that parish then the Geographical Area shall be extended to include the parishes



of Sneaton, Goathland, Grosmont, and Aislaby; but if no eligible person has been found from these parishes then the Geographical Area shall be extended to the whole of the National Park.

**Housing Need**

is met by a person who in the reasonable opinion of the Registered Provider:

- i. Is currently occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions; or,
- ii. Is currently occupying accommodation which is temporary or occupied on insecure terms; or
- iii. Has a particular need for alternative accommodation on medical or welfare grounds or to prevent hardship; or,
- iv. Has social or economic circumstances which are such that there is difficulty in securing permanent accommodation on the open market.

**Intermediate Rented Dwelling** means a dwelling let at a rent below market rent and which in the reasonable opinion of the Registered Provider will constitute Affordable Housing as defined in Annex 2 of the National Planning Policy Framework.

**Land**

the land adjacent to Hermitage Way, Eskdaleside, Sleights, North Yorkshire edged RED on the Plan

**Local Connection**

means being:-

- i. ordinarily resident or in Full Time Employment in the parish of Eskdaleside-cum-Ugglebarmby for at least five years immediately prior to Occupation; or failing that,
- ii. ordinarily resident or in Full Time Employment in the parish of Eskdaleside-cum-Ugglebarmby for at least five years within the last ten years immediately prior to Occupation; or failing that,
- iii. having parents, children or siblings who have been (and remain) ordinarily resident within the parish of Eskdaleside-cum-Ugglebarmby for at least five years immediately prior to Occupation; or failing that,
- iv. being a head of a household who is in Full Time Employment in an already established business within the parish of Eskdaleside-cum-Ugglebarmby subject to that employment being the main or sole employment within the household and further subject to the contract of employment being for no less than 24 months; or failing that,
- v. applying the hierarchy (In order) in paragraphs i to iv above to include the parishes of Sneaton, Goathland, Grosmont, and Aislaby; or failing that,



- vi. applying the hierarchy (in order) in paragraphs i to iv above to include the whole of the National Park.

<b>National Park</b>	means the geographical confines of the NorthYorkMoorsNational Park
<b>Occupant</b>	means a person or persons occupying any of the Dwellings and shall include members of that person's household and <b>Occupy, Occupation and Unoccupied</b> shall be construed accordingly
<b>Plan</b>	the Plan attached
<b>Registered Provider</b>	means Home Housing or any provider or manager of Affordable Housing registered under Section 80 of the Housing and Regeneration Act 2008.
<b>Schedule</b>	the Schedule to this Agreement

#### RECITALS

1. The National Park Authority is the local planning authority for the purposes of section 106 of the 1990 Act by whom the provisions of this Agreement are enforceable
2. The Owner is the proprietor of the freehold interest in the Land as registered at the Land Registry under titles numbered SYK404659 and SYK405837.
3. Home Housing has contracted with the Owner to purchase the Land
4. The National Park Authority has resolved to approve the Application subject to the prior execution of this Agreement without which planning permission for the Development would not be granted
5. 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 it contains are :
  - a. necessary to make the Development acceptable in planning terms;
  - b. directly and fairly related to the Development; and
  - c. fairly and reasonably related in scale and kind to the Development.

#### THE AGREEMENT:-

1. This Agreement:-
  - (a) constitutes a planning obligation for the purposes of S106 and is made pursuant to the powers in S106 and S111
  - (b) does not operate to grant any consent or approval under the 1990 Act or any other legislation
  - (c) shall be registered as a local land charge



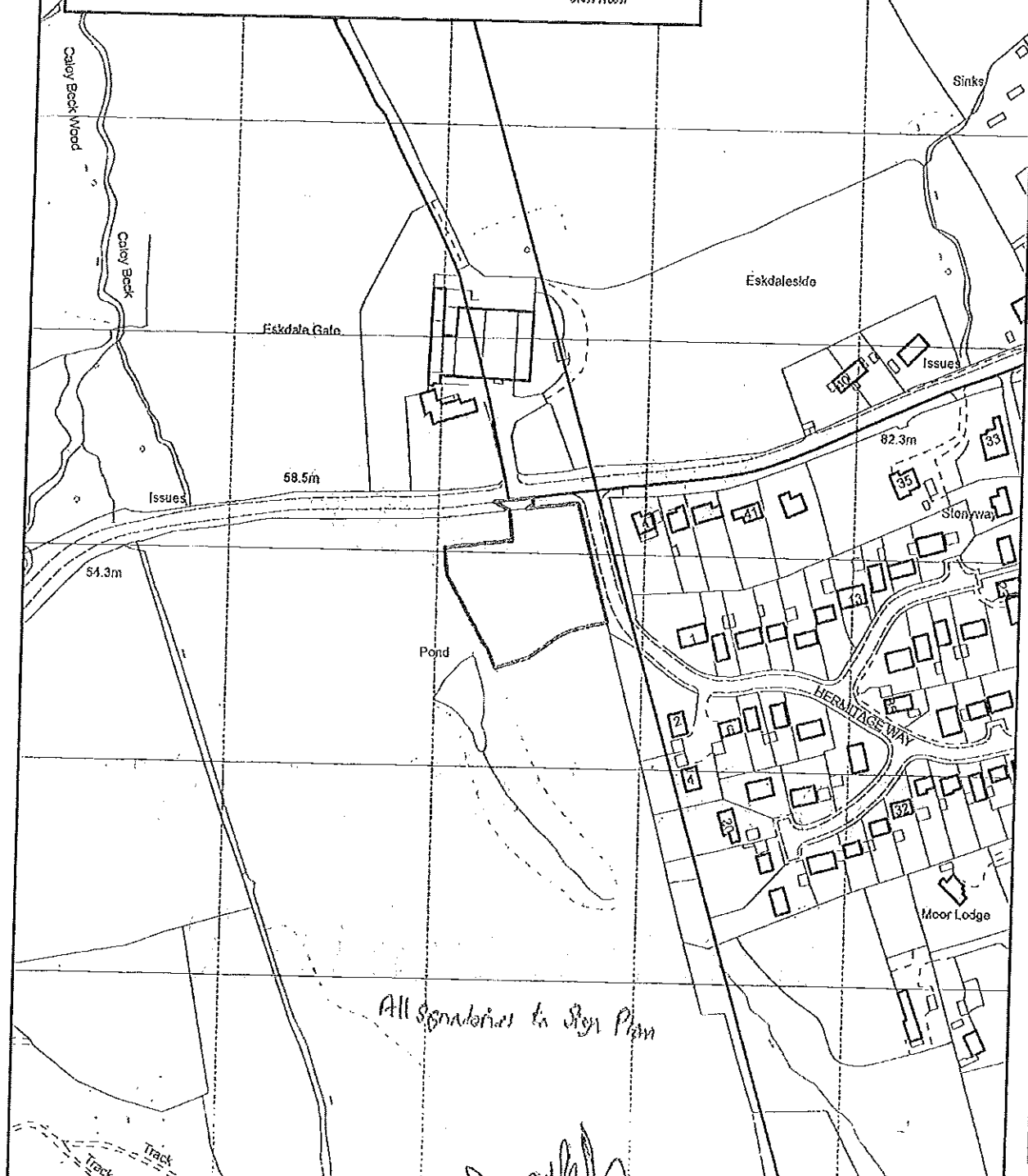
Plan to accompany Section 106 Agreement  
for construction of 10 no. affordable dwellings  
with associated access and landscaping works  
at Land off Eskdaleside, Sleights



Scale 1:2500

North York Moors National Park Authority  
The Old Vicarage  
Donkale, Helmsley  
YORK, YO62 5BP  
01439 710557

**NYM/2013/0147/FL**



*All signatories to Site Plan*

*fund  
JHR*

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**North York Moors National Park Authority**  
Ordnance Survey 100021930





- (d) may only be varied by a Deed executed by the parties and expressed to be supplementary to this Agreement
- 2.1 The expressions "the National Park Authority" "Home Housing" and "the Owner" shall include their respective successors in title and persons respectively claiming through or under them and in the case of the National Park Authority the successors to its statutory functions
  - 2.2 All references to statutory provisions in this Agreement shall be construed as including references to any statutory modification consolidation or re-enactment of such provision
  3. The Owner and Home Housing covenant with the National Park Authority that all the interest which they have in the Land shall be subject to the restrictions and provisions regulating the Development which are contained in the Schedule
  4. The planning obligations contained in this Agreement shall take effect only when the planning permission granted pursuant to the Application is implemented by the carrying out of a material operation within the meaning of S56
  5. If the permission granted pursuant to the Application expires or is revoked or otherwise withdrawn or modified without the consent of the Owner and Home Housing and before the Development is begun or shall at any time be revoked this Agreement shall immediately cease to have effect
  6. The parties agree that this Agreement will not operate to bind the Owner and Home Housing after it shall have parted with its interest in the Land provided that the obligations in this Agreement are transferred to any successor in title of the Owner and Home Housing provided always that no person shall be liable for breach of any covenant contained in this Agreement after he shall have parted with all interest in the Land or the part of it in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
  7. Where under this Agreement any approval consent certificate direction authority action expression is required to be given or reached or taken by any party or any response is requested any such approval consent certificate direction authority action expression of satisfaction shall not be unreasonably withheld or delayed
  8. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land (save for the Development) in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement
  9. A person who is not a party to this Agreement is not intended under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
  10. The parties shall each bear their own costs in the preparation and completion of this Agreement

EXECUTED as a Deed on the date which first appears



## SCHEDULE

### Restrictions on Occupancy

1. No Dwelling shall be occupied except by an Occupant who at the time of first occupation is in Housing Need provided that the National Park accepts that under Choice Based Lettings (or any other successor lettings policy) a tenant of a Registered Provider may have the right to transfer his or her occupation to a dwelling or a right of mutual exchange of a dwelling although such a tenant may not be in housing need at the time of first occupation.
2. No Dwelling shall be occupied except by an Occupant who at the time of first occupation has a Local Connection.
3. No Dwelling shall be occupied except as the sole residence of an Occupant.
4. No Dwelling shall be occupied except as an Affordable Rented Dwelling or an Intermediate Rented Dwelling

### Vacancy Advertising

- 5.1 As soon as reasonably practicable after a vacating Occupier has given notice to the Registered Provider of their intention to vacate an Affordable Rented Dwelling or Intermediate Rented Dwelling the Registered Provider shall advertised the vacancy by way of a prominent and clearly visible sign at the Dwelling and continue to advertise it until a new Occupant has been identified in accordance with this Agreement.
- 5.2 As soon as reasonably practicable after a vacating Occupier has given notice to the Registered Provider of their intention to vacate an Affordable Rented Dwelling or Intermediate Rented Dwelling the Registered Provider shall notify the National Park Authority and the clerk of Eskdaleside-cum-Ugglebarmby Parish Council of the vacancy and the Registered Provider must take full account of any representations made by the National Park Authority and Eskdaleside-cum-Ugglebarmby Parish Council in relation to the Occupation of the Dwelling.
- 5.3 Prior to the completion of the Development the Registered Provider shall notify the National Park Authority and the clerk of Eskdaleside-cum-Ugglebarmby Parish Council of the expected date of completion and the Registered Provider must take full account of any representations made by the National Park Authority and Eskdaleside-cum-Ugglebarmby Parish Council in relation to first Occupation of any Dwelling.

### Waiver of Requirements

- 6.1 The National Park Authority may at any time by written notification to the Registered Provider which at that time is landlord of the Development waive any of the requirements set out in this Agreement with regard to any single prospective occupancy of any Dwelling subject to receiving a written application from that Registered Provider prior to issuing such notification
- 6.2 After the process in paragraph 9 of this Schedule has been concluded if the Registered Provider is unable to identify an Occupant for an Affordable Rented Dwelling or Intermediate Rented Dwelling from within the National Park then the Registered Provider must notify the National Park Authority and the clerk to Eskdaleside-cum-Ugglebarmby Parish Council and must take account of any representations made by the National Park Authority and Eskdaleside-cum-Ugglebarmby Parish Council in relation to the Occupation of the Dwelling. If no eligible person can be found by the Registered Provider after having taken account of any representations made by the National Park Authority and Eskdaleside-cum-Ugglebarmby Parish Council (or if no representation is made within 14 days) then the Affordable Rented Dwelling or Intermediate Rented Dwelling may be occupied by any person nominated by the

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Registered Provider or the National Park Authority PROVIDED THAT they are in Housing Need

**Mortgagee-In-Possession**

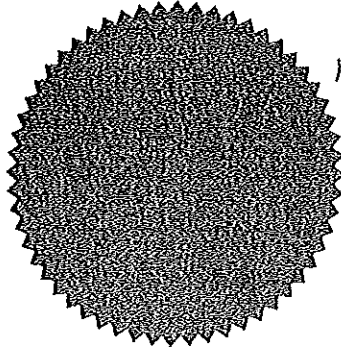
7.1 The provisions of this Schedule shall not be binding on a mortgagee of a Registered Provider exercising its power of sale, a receiver appointed thereby or a successor in title thereto. All other mortgagees are bound by this Schedule.

IN WITNESS WHEREOF the parties hereto have executed these presents as a deed and delivered the same the day and year first before written

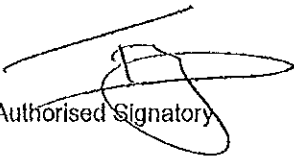
THE COMMON SEAL OF THE NORTH YORK MOORS NATIONAL PARK AUTHORITY was affixed in the presence of:-

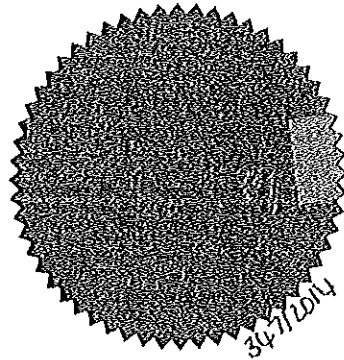
 (RICHARD SMITH)

Authorised Signatory



THE COMMON SEAL of HOME GROUP LIMITED was hereunto affixed in the presence of:-

  
Authorised Signatory



SIGNED AND DELIVERED as a Deed  
By STEPHEN HUGH RIDDOLLS  
in the presence of:-

| Name

| Address

Occupation

2  
(

Registered Provider or the National Park Authority PROVIDED THAT they are in Housing Need

**Mortgagee-In-Possession**

7.1 The provisions of this Schedule shall not be binding on a mortgagee of a Registered Provider exercising its power of sale, a receiver appointed thereby or a successor in title thereto. All other mortgagees are bound by this Schedule.

IN WITNESS WHEREOF the parties hereto have executed these presents as a deed and delivered the same the day and year first before written

THE COMMON SEAL OF THE NORTH YORK  
MOORS NATIONAL PARK AUTHORITY  
was affixed in the presence of:-

Authorised Signatory

THE COMMON SEAL of  
HOME GROUP LIMITED  
was hereunto affixed in the presence of:-

Authorised Signatory

SIGNED AND DELIVERED as a Deed  
By STEPHEN HUGH RIDDOLLS  
in the presence of:-



Name K. RICHARDSON

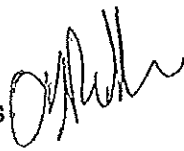
Address 183A WESTGATE GUSBOROUGH TOWN


Occupation BUILDER





SIGNED AND DELIVERED as a Deed  
By CHRISTOPHER DAVID RIDDOLLS  
in the presence of:-

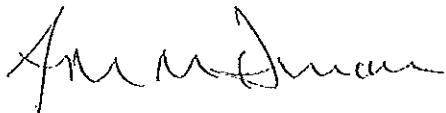


  
Name K RICHARDSON

Address 183A WESTGATE GUISBOROUGH TS14 6ND

Occupation BUILDER

SIGNED AND DELIVERED as a Deed  
By ALISTAIR MARK MACKERETH  
DUNCAN  
in the presence of:-



  
Name K RICHARDSON

Address 183A WESTGATE GUISBOROUGH TS14 6ND

Occupation BUILDER



(PLAN)

10

**Plan to Accompany Section 106 Agreement  
Town and Country Planning Act 1990**

variation of condition 2 (material amendment) of planning approval  
NYM/2013/0147/FL to regularise pumping station, layout, landscaping  
and hardsurfacing works, walls and fences, alterations to car ports and  
installation of street light columns together with erection of canopies,  
omission of rooflights, alterations to guttering and installation of gas  
boxes to dwellings

Scale: 1:1250

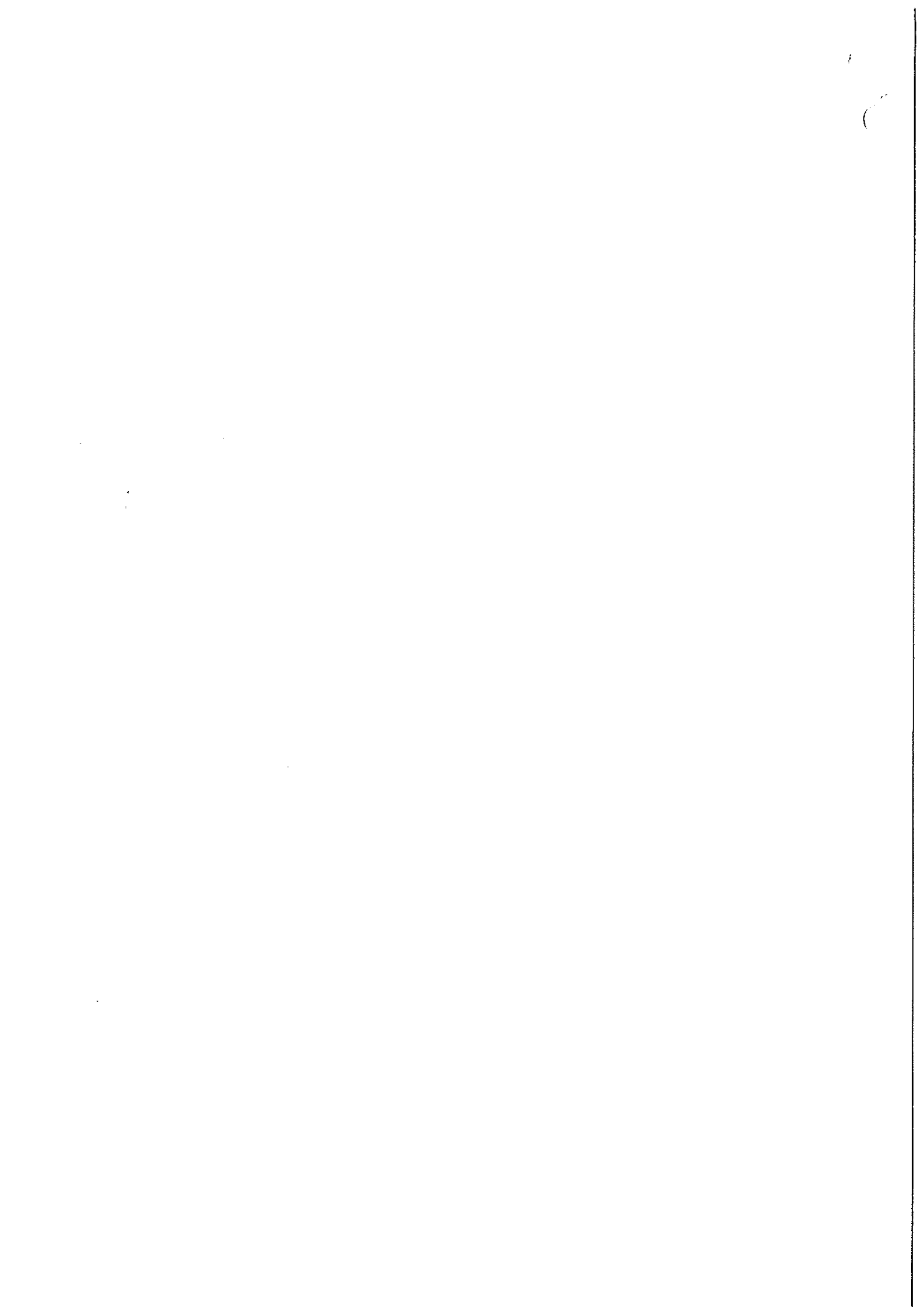


North York Moors National Park  
Authority  
The Old Vicarage  
Bondgate  
Helmsley YO62 5BP  
01439 772700

land off Eskdaleside, Sleights

**NYM/2016/0533/FL**



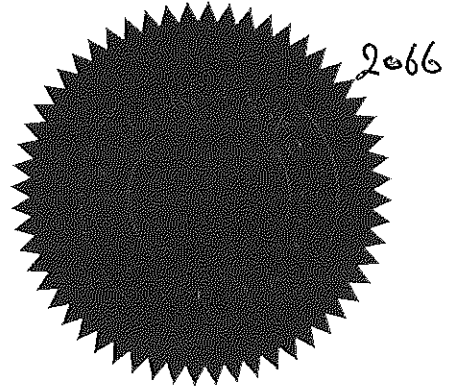


THE COMMON SEAL OF

THE NATIONAL PARK AUTHORITY

was affixed in the presence of:

Authorised Signatory  (RICHARD L SMITH)



THE COMMON SEAL OF HOME GROUP LIMITED was hereunto affixed and this document thereby executed as a deed in the presence of:

AUTHORISED SIGNATORY

