

Town and Country Planning Act 1990
North York Moors National Park Authority

Notice of Decision of Planning Authority on Application for
Permission to Carry out Development

To: CoBalt Builders Ltd
c/o Bramhall Blenkarn Ltd
The Maltings
Malton
YO17 7DP

COPY

The above named Authority being the Planning Authority for the purposes of your application validated 21 March 2013, in respect of proposed development for the purposes of **construction of 10 no. affordable dwellings with associated access and landscaping works at land off Eskdaleside, Sleights** has considered your said application and has granted permission for the proposed development subject to the following condition(s):

1. The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.
2. The development hereby permitted shall not be carried out other than in strict accordance with the following documents:

Document Description	Document No.	Date Received
Proposed Plans and Elevations	1031_AR50_10_B	18 June 2013
Proposed Plans and Elevations	1031_AR50_11_B	18 June 2013
Proposed Site Plan	1031_AR10_01_C	18 June 2013
Proposed Site Plan including 'comments highways 18 06 2013'	1031_AR10_01_C	18 June 2013
Proposed Site Elevations and Site Sections	1031_AR30_01_B	18 June 2013
OSA method Statement for programme of archaeological evaluation by strip and record		11 March 2013
ARCUS Ecological Appraisal		11 March 2013
Highways Works	12061/101	11 December 2014

or in accordance with any minor variation thereof that may be approved in writing by the Local Planning Authority.

3. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2008 (or any order revoking and re-enacting that Order), no development within Schedule 2, Part 1, Classes A to H Schedule 2, Part 2, Classes A to C and within Schedule 2 Part 40 Classes A to I of that Order shall take place without a further grant of planning permission being obtained from the Local Planning Authority.

Continued/Condition(s)

Mr C M France
Director of Planning

COPY

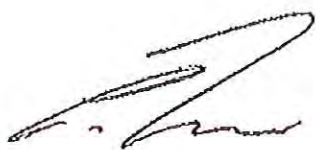
Date ... 22 JAN 2015

COPY

Condition(s) (Continued)

4. No work shall commence on the construction of the walls and roof of the development hereby permitted until details of the stone, wooden cladding including paint finish, pantiles and ridge tiles and other roofing materials, including samples if so required by the Local Planning Authority, to be used for the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority and the materials used shall accord with the approved details and shall be maintained in that condition in perpetuity unless otherwise agreed with the Local Planning Authority.
5. All new window frames, glazing bars, external doors and door frames shall be of timber construction and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
6. No work shall commence to stain/paint the windows and doors in the development hereby approved until details of the paint colour/finish of the windows and doors has been submitted to and approved in writing by the Local Planning Authority. The work shall be completed in accordance with the approved details within six months of being installed and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
7. The external face of the frame to all new windows shall be set in a reveal of a minimum of 75mm from the front face of the adjacent walling and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
8. The guttering to the development hereby permitted shall be directly fixed to the stonework by means of gutter spikes with no fascia boarding being utilised in the development and shall thereafter be so maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
9. The rainwater goods utilised in the development hereby permitted shall be coloured black and shall thereafter be so maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
10. Details of the location and design of all electric meter boxes and tv/satellite antenna are to be submitted to and approved in writing by the Local Planning Authority prior to the installation of such apparatus. No meter boxes or antenna are to be installed on the buildings hereby approved other than in accordance with the approved details.
11. Within six months of the development being brought into use a scheme for the provision of suitable bird and bat nest boxes shall be submitted to an approved in writing by the Local Planning Authority. The scheme shall be implemented within one year of the development being brought into use and maintained as such in perpetuity.
12. All hard and soft landscape works comprised in the approved details of landscaping shall be carried out no later than the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner, or in accordance with a programme agreed by the Local Planning Authority. Any trees or plants planted in accordance with this condition 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 current or next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

Continued/Condition(s)



Mr C M France
Director of Planning

COPY

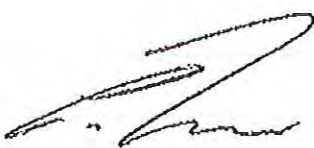
Date .. 22 JAN 2015 ..

COPY

Condition(s) (Continued)

13. The development hereby permitted shall not be brought into use until full details of the system to generate energy on site from renewable sources to displace at least 10% of predicted CO2 emissions have been submitted to and approved by the Local Planning Authority. The approved details and measures shall then be completed prior to the occupation of the development hereby approved and shall be maintained in working order unless the prior written agreement of the Local Planning Authority has been obtained.
14. No work shall commence on excavation works to install drainage to serve the development hereby permitted until full details of the proposed means of disposal of foul and surface water drainage have been submitted to and approved in writing by the Local Planning Authority. The development shall not be brought into use until the drainage works have been completed in accordance with the approved details.
15. No building or excavation operations are to take place on the site except between the hours of: 8am to 6pm Monday to Friday, 8am to 1pm Saturday and no working Sunday or Bank Holidays
16. Prior to any works beginning on the construction of the development hereby approved, details of any crime prevention measures to be incorporated should be submitted to the Local Planning Authority and agreed in writing and thereafter incorporated into the scheme in accordance with the approved details.
17. Prior to the commencement of development a scheme of mitigation shall be submitted to and approved by the Local Planning Authority to ensure that no building or other obstruction is located over or within 3m either side of the 315mm raw water main that is located within the site boundary. The development shall be implemented in accordance with the approved details.
18. Prior to the commencement of development a scheme of mitigation shall be submitted to and approved by the Local Planning Authority to ensure that the 8" diameter water main that is within the area of the proposed access road (in Eskdaleside) is properly protected during construction and occupation of the development. The development shall be implemented in accordance with the approved details.
19. Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site until the following highway works have been constructed in accordance with the following approved plan: S278 Highways works Dwg No. 12061/101 rev P2.
20. No work shall commence to clear the site in preparation for the development hereby permitted until scaled plans showing the finished floor level, eaves and ridge height of the development hereby permitted in relation to a fixed datum on the road frontage have been submitted to and approved in writing by the Local Planning Authority. The plan shall also include details of a fixed off-site datum point in the immediate locality. The work shall not be carried out otherwise than in accordance with the details so approved.

Continued/Informative



Mr C M France
Director of Planning

COPY

Date 22 JAN 2015

COPY

Informative

This consent is issued subject to the terms of the Agreement (under Section 106 of the 1990 Town and Country Planning Act) dated 13 June 2014 between the North York Moors National Park Authority, Home Group Limited and Stephen Hugh Riddolls, Christopher David Riddolls and Alistair Mark Mackereth Duncan to ensure that the dwellings remain affordable in perpetuity to the local community.

Reason(s) for Condition(s)

1. To ensure compliance with Sections 91 to 94 of the Town and Country Planning Act 1990 as amended.
2. For the avoidance of doubt and to ensure that the details of the development comply with the provisions of NYM Core Policy A and NYM Development Policy 3, which seek to conserve and enhance the special qualities of the NYM National Park.
3. In order to enable the Local Planning Authority to retain control over future alterations to the property in the interests of safeguarding the existing form and character of the building in line with NYM Development Policy 3 and NYM Core Policy A, which seek to enhance and conserve the special qualities of the NYM National Park and secure high quality design for new development.
4. For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that building materials are of a high quality and compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
- 5 – 10. For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that the appearance of the development is compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
11. To ensure protection of a species protected under the Wildlife and Countryside Act and compliance with NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
12. In order to comply with the provisions of NYM Development Policy 3 which seeks to ensure that new development incorporates a landscaping scheme which is appropriate to the character of the locality and retains important existing features.
13. In order to comply with the provisions of NYM Core Policy D which seeks to ensure that new development contributes to reduce carbon emissions.
- 14, 17 & 18. To avoid pollution of watercourses and to comply with the provisions of NYM Development Policy 1, which seeks to ensure that new development has satisfactory provision for the disposal of foul and surface water.
15. In order to comply with the provisions of NYM Core Policy A which seeks to ensure that new development does not detract from the quality of life of local residents.

Continued/Reason(s) for Condition(s)



Mr C M France
Director of Planning

COPY

Date 22 JAN 2015

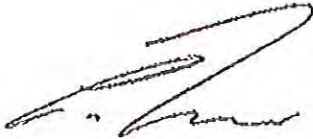
COPY

Reason(s) for Condition(s) (Continued)

- 16. To help reduce the likelihood of crime and disorder in accordance with NYM Development Policy 3.
- 19. In accordance with NYM Development Policy 23 and in the interests of the safety and convenience of highway users.
- 20. In order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to conserve and enhance the special qualities of the National Park and ensure that new development is of a high quality and respects the character of the locality.

Explanation of how the Authority has Worked Positively with the Applicant/Agent

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.



Mr C M France
Director of Planning

Date 22 JAN 2015

COPY

DATED

13th 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
FOR

28/07/2014
HOME GROUP LTD

THIS DEED is dated the 13th 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 EskdalesideSeights 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.

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

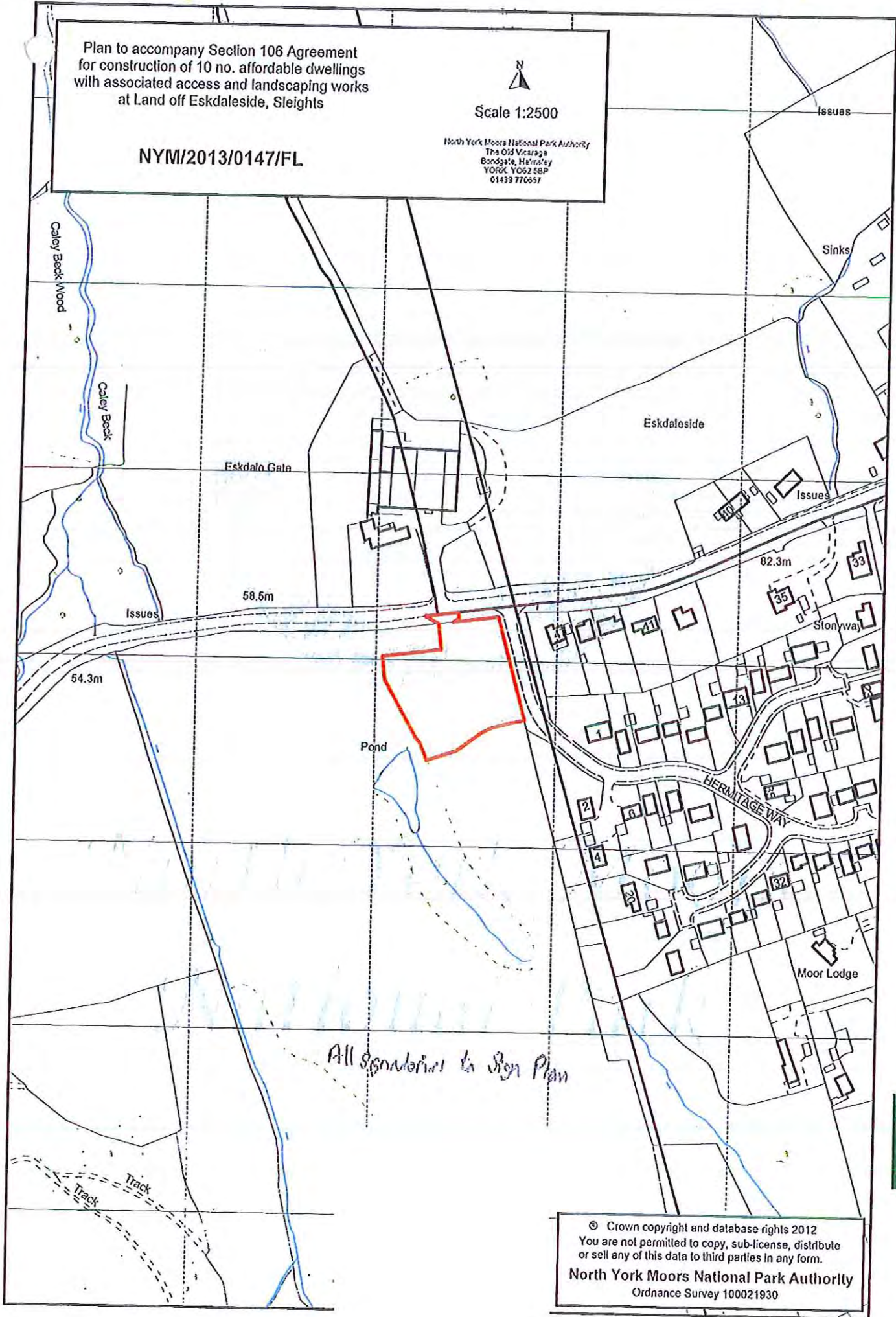
Plan to accompany Section 106 Agreement
for construction of 10 no. affordable dwellings
with associated access and landscaping works
at Land off Eskdaleside, Sleights



Scale 1:2500

North York Moors National Park Authority
The Old Vicarage
Bondgate, Helmsley
YORK YO62 8SP
01439 770657

NYM/2013/0147/FL



All boundaries to Sign Plan

© Crown copyright and database rights 2012
You are not permitted to copy, sub-license, distribute
or sell any of this data to third parties in any form.
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 of 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

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:-

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

SIGNED AND DELIVERED as a Deed

in the presence of:-

| Name

| Address 183A WESTGATE GUISBOROUGH TS14 6ND

Occupation BUILDER

SIGNED AND DELIVERED as a Deed

in the presence of:-

Name

Address 183A WESTGATE WISBOROUGH TS14 6ND

Occupation BUILDER

SIGNED AND DELIVERED as a Deed

in the presence of:-

Name

Address 183A WESTGATE WISBOROUGH TS14 6ND

Occupation BUILDER

DATED

13th 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

DATED 26/7/2014
FOR HOME GROUP LTD

THIS DEED is dated the 13th 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 Eskdaleside, eight's 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,

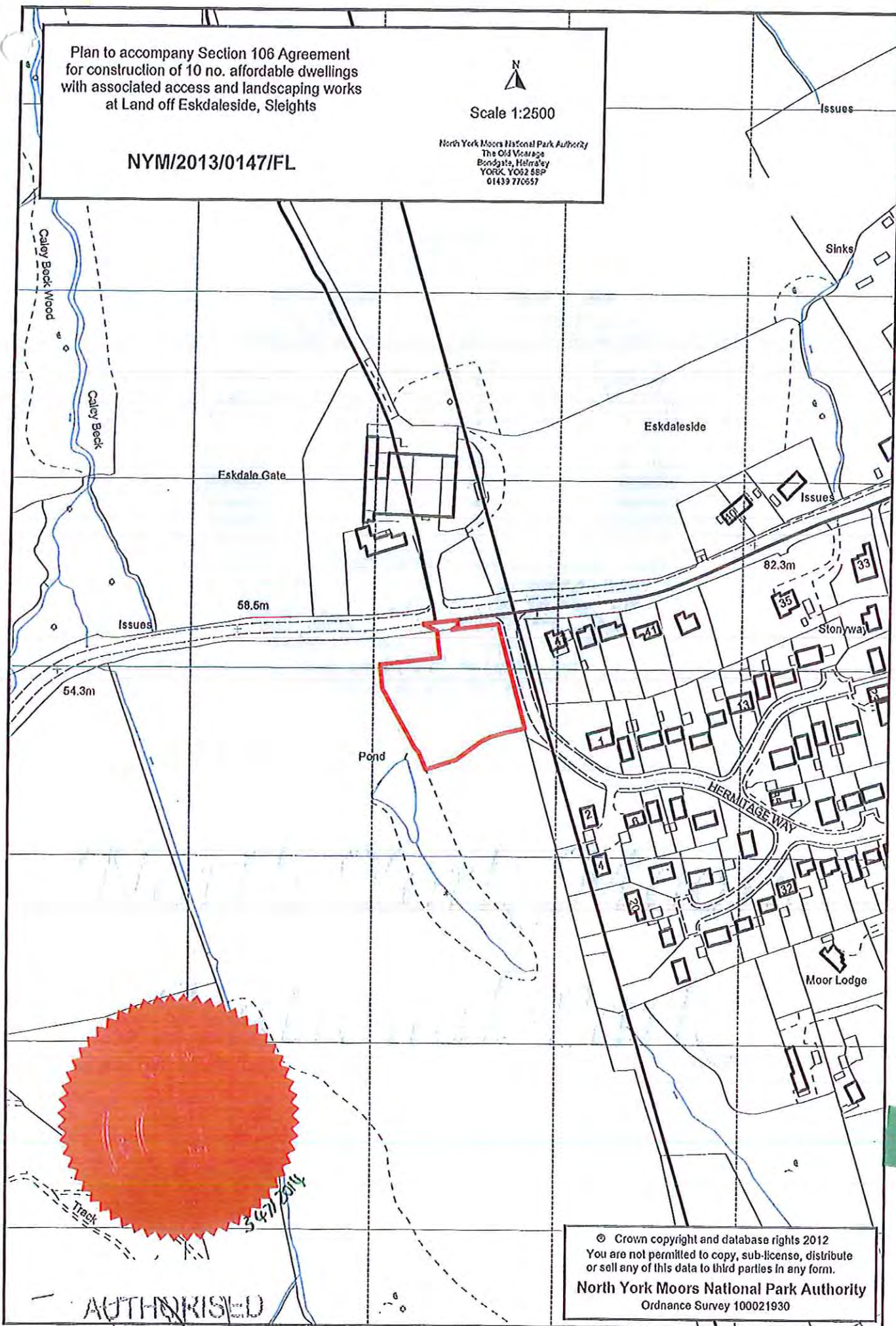
Plan to accompany Section 106 Agreement
for construction of 10 no. affordable dwellings
with associated access and landscaping works
at Land off Eskdaleside, Sleights



Scale 1:2500

North York Moors National Park Authority
The Old Vicarage
Bongate, Helmsley
YORK, YO62 5EP
01439 770557

NYM/2013/0147/FL



3 (4) 2014

**AUTHORISED
SIGNATORY**

© Crown copyright and database rights 2012
You are not permitted to copy, sub-license, distribute
or sell any of this data to third parties in any form.
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

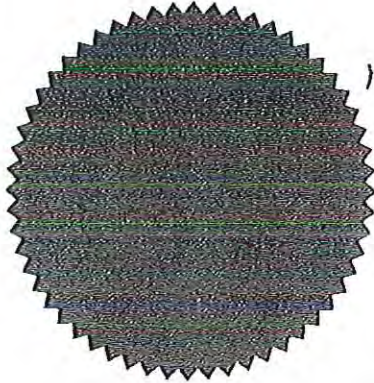
Registered Provider or the National Park Authority PROVIDED THAT they are in Housing Need

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.

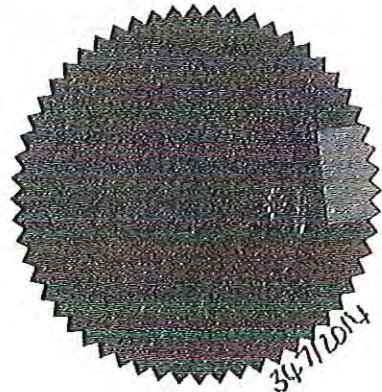
IN WITNESS WHEREOF the parties hereto have executed these presents as a deed and delivered the same the day and year first before written

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
- | Address
- Occupation