

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 Eskdaleside, eightys 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

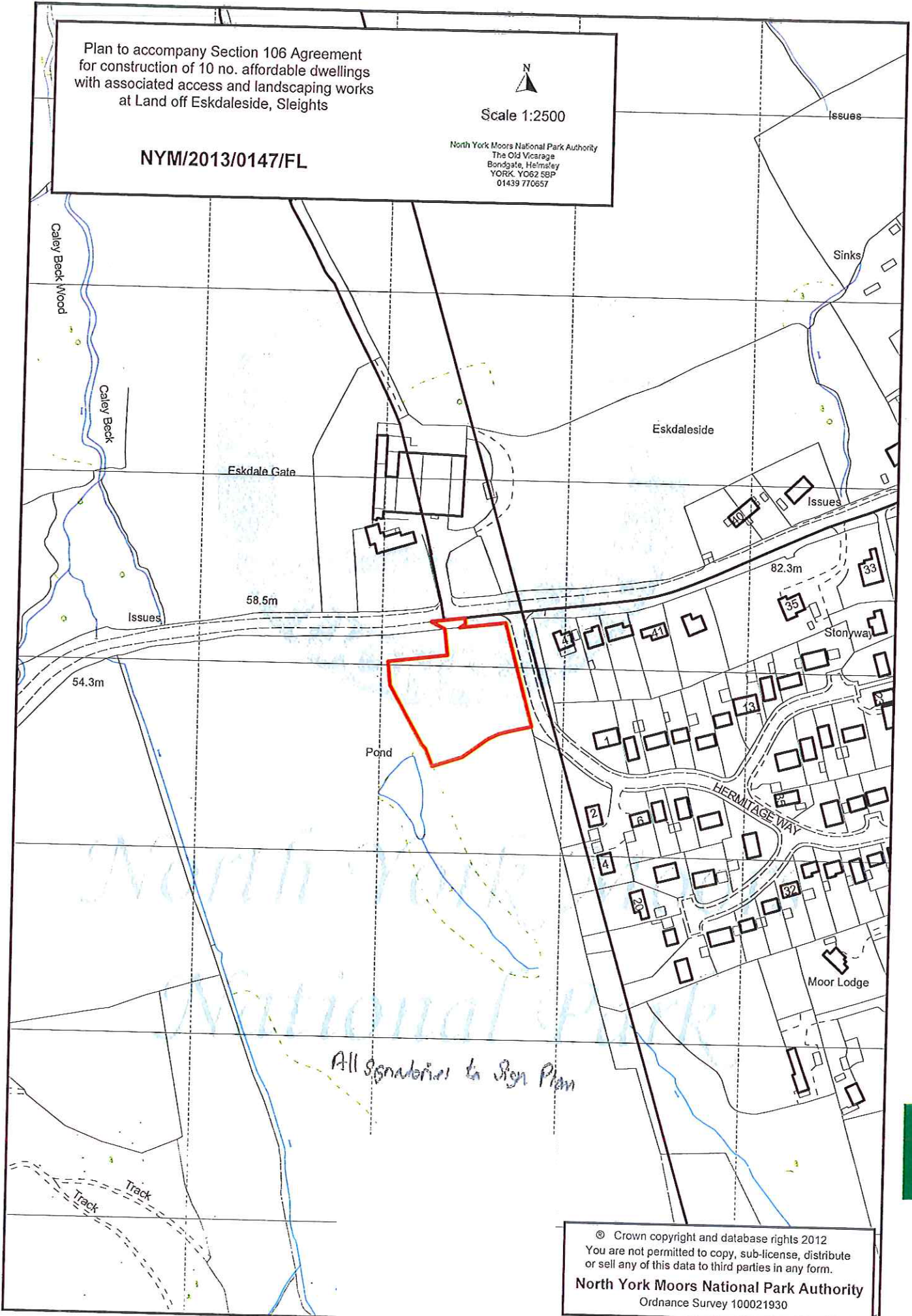
Plan to accompany Section 106 Agreement
for construction of 10 no. affordable dwellings
with associated access and landscaping works
at Land off Eskdaleside, Sleights



Scale 1:2500

NYM/2013/0147/FL

North York Moors National Park Authority
The Old Vicarage
Bondgate, Helmsley
YORK, YO62 5BP
01439 770657



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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 **183A WESTGATE GUISBOROUGH TS14 6ND**
Occupation **BUILDER**

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

Name CHRISTOPHER DAVID RIDDOLL
Address 183A WESTGATE WISBOROUGH TS14 6ND
Occupation BUILDER

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

Name ALISTAIR MARK MACKERETH DUNCAN
Address 193A 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
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SECTION 106 AGREEMENT

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

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DATED 26/7/2014
FOR HOME GROUP LTD

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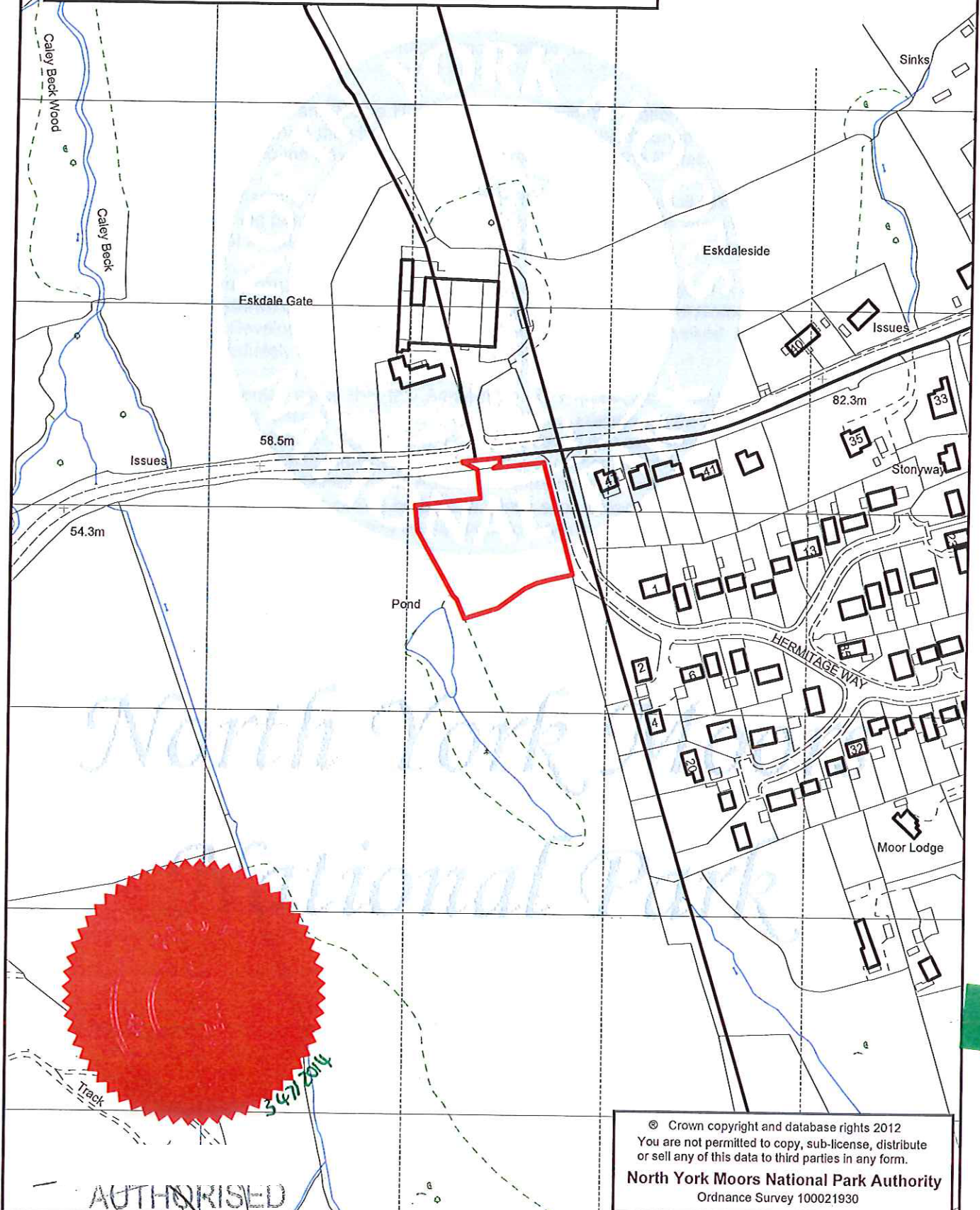
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Scale 1:2500

NYM/2013/0147/FL

North York Moors National Park Authority
The Old Vicarage
Bondgate, Helmsley
YORK, YO62 5BP
01439 770657



~~AUTHORISED
SIGNATORY~~

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North York Moors National Park Authority
Ordnance Survey 100021930

3/4/2014

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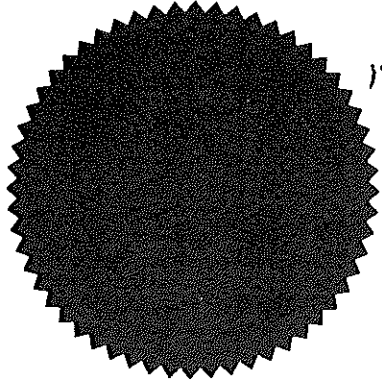
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THE COMMON SEAL OF THE NORTH YORK
MOORS NATIONAL PARK AUTHORITY
was affixed in the presence of:-

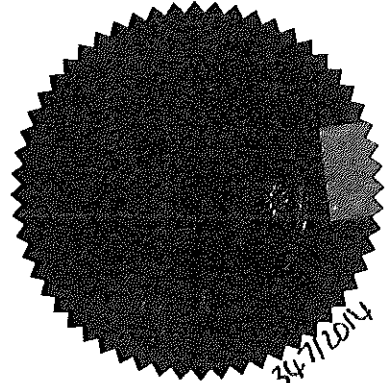


1986.

RICHARD (SMITH)

Authorised Signatory

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



31/7/2014

Authorised Signatory

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

- | Name
- | Address
- Occupation