

Dated

22nd March

2010

YORKSHIRE HOUSING LIMITED

and

RYEDALE DISTRICT COUNCIL

SECTION 106 UNILATERAL PLANNING OBLIGATION

regarding Site at Hawthorn Avenue, Malton, North Yorkshire

rollits

THIS DEED is made the

22nd day of March 2010

BY

1. **YORKSHIRE HOUSING LIMITED** whose registered office is at Yorkshire House 6 Innovation Close Heslington York YO10 5ZF ("the Developer")

RECITALS

- 1 Ryedale District Council ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable
- 2 The Developer is the owner in fee simple in possession of the site known as Hawthorn Avenue Malton North Yorkshire shown edged red on the plan attached free from incumbrances
- 3 The Developer has by application/by its agents dated the [15th] day of [October] [2010] ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development")
- 4 The Council has determined the Planning Application on the basis that the Developer enters into this obligation to the intent that any objections by the Council to the grant of planning permission are overcome

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a Planning Obligation for the purposes of that section **WITNESSES** and as follows:-

- 1 The Developer covenants with the Council to observe the restrictions and obligations specified in the Third Schedule
- 2 It is declared as follows:
 - 2.1 The obligations in this Deed shall be enforceable in accordance with the provisions of Section 106(3) of the Town and Country Planning Act 1990
 - 2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
 - 2.3 The covenants contained in this Deed shall take effect only upon the date specified by the Developer in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date on which the Development has begun within the meaning of Section 56 of the Town and Country Planning Act 1990
 - 2.4 If the Permission granted pursuant to the Planning Application shall expire before the Development is begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
 - 2.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed.

- 2.6 This Deed is a Local Land Charge and shall be registered as such
- 3.1 The dwellings constructed on the Property shall only be let in accordance with the Eligibility Criteria specified in the Fourth Schedule to this Deed
- 3.2 The provisions of the Third and Fourth Schedules to this Deed shall not be binding on a Receiver, Administrator or Mortgagee in possession or any successor in title of such Receiver, Administrator or Mortgagee in possession.

IN WITNESS whereof these presents have been duly executed as a Deed by the Developer hereto the day and year first before written

FIRST SCHEDULE

All that freehold land being the site of a former houses at Hawthorn Avenue, Malton, North Yorkshire being the whole of the land comprised in title numbers NYK105419, NYK105241, NYK105425, NYK105429 and NYK105433

SECOND SCHEDULE

Planning Details : Application Number [10/01157/M44] dated [11th OCTOBER 2010 .] Decision Dated : []

THIRD SCHEDULE

1. To construct the 19 residential units permitted by the Planning Permission within two years of the date of this deed
2. To construct the 19 residential units strictly in accordance with the Planning Permission
3. Not to use any of the 19 residential units for any purpose other than Social Housing for Rent without the prior written consent of the Council (but this shall not prevent the sale of any unit to a social renting resident who exercise a right to buy, right to acquire or other statutory right to require the transfer of the property to them and for the avoidance of doubt the provisions of this Deed shall not apply to any Dwelling so sold)
4. (Subject to sub-clause 3 above of this Third Schedule) not to permit occupation of any of the 19 residential units by persons other than eligible occupiers in accordance with the Fourth Schedule to this Deed
5. To pay to the Council prior to occupation of the first residential unit the sum £22,500.00 as a Strategic Transport Contribution and the sum of £6,500.00 as a Public Open Space Contribution
- 6.1 Not to demolish any of the existing buildings on the site until a satisfactory bat emergence survey has been conducted and a copy provided to the Council
- 6.2 In the event that the bat emergence survey reveals the presence of roosting bats in any of the existing buildings, not to demolish any building in which bats are found to be present without first

obtaining a protected species licence from Natural England and comply strictly with any conditions on that licence

FOURTH SCHEDULE

Eligibility Criteria

Definitions

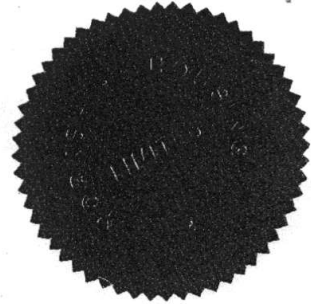
In this Schedule wherever the term 'Housing Services Manager' is used it shall mean the Housing Services Manager for the time being of the Council or such officer as may be nominated by him from time to time

1. Occupation by persons where the applicant or the applicant's partner satisfy the following conditions on submission of an application to the Developer to occupy a residential unit
 - 1.1 who have for a period of at least three years immediately prior to their application to occupy been ordinarily resident within the parishes of Malton or Norton; or if no such person qualifies pursuant to this paragraph 1.1 then;
 - 1.2 Who have been permanently employed in the parishes of Malton or Norton for 3 years or more immediately prior to their application to occupy; or if no such person qualifies pursuant to this paragraph 1.2 then;
 - 1.3 who are former residents of the parishes of Malton or Norton with at least 3 years continuous residency in the parish in the last 10 years whose case is accepted in writing by the Housing Service Manager as having a need to return to the parishes of Malton or Norton. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause 1.3 by or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing, or if no such person qualifies pursuant to this clause 1.3 then;
 - 1.4 who has been ordinarily resident in one or more of the following parishes, Huttons Ambo, Broughton, Halston Marishes, Rillington, Settrington and Scagglethorpe for a continuous period of at least 3 years; or if no such person qualifies pursuant to this clause 1.4 then;
 - 1.5 who have a close family connection (parents, children or siblings) who have been ordinarily resident within the parishes of Malton or Norton for at least five years immediately prior to the application being made and whose case is accepted in writing by the Housing Services Manager as having a need to return to the parishes of Malton or Norton. If the Housing Services Manager does not respond to a statement of need submitted pursuant to this clause 1.5 by or on behalf of an Applicant, within ten working days of receiving such statement or request, the Housing Services Manager shall be deemed to be satisfied with that statement and have evidenced that satisfaction in writing
2. If no such person qualifies under 1.1 to 1.5 and provided the Housing Services Manager is satisfied that the dwelling has been marketed for a period of at least four weeks in a manner which would attract any potential occupants who meet the Eligibility Criteria then "Ryedale" may be substituted for the parishes of Norton or Malton in the above criteria
3. For the purposes of paragraph 1.2 above 'permanently employed' means the main or sole employment being for more than 30 hours per week
4. The Developer will consult the Housing Services Manager prior to the letting of any the residential units in order to verify that the applicant satisfies the criteria in clause 1 above and will not grant any occupation or changes to occupation of any of the residential units without the prior written approval of the Housing Services Manager. If the Housing Services Manager does not respond to a request

by the Developer for approval of a new occupant or of a change of occupant within ten working days of receiving such request, then consent shall be deemed to have been given

The Common Seal of
YORKSHIRE HOUSING LIMITED
was hereunto affixed in the
presence of:

4068
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Authorised Signatory

G. Baker

Authorised Signatory

[Signature]