

010090670747. P T22140730

Dated

28th March

2014

Ryedale District Council

and

Yorkshire Housing Limited

Agreement

Pursuant to Section 106 of the
Town and Country Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of land at Station Road, Nawton, York
in the County of North Yorkshire

 rollits

This Deed is made the 28th day of March.

2014

Between

- (1) **Ryedale District Council** whose principal office is at Ryedale House, Malton in the County of North Yorkshire YO17 7HH ("the Council")
- (2) **Yorkshire Housing Limited** incorporated and registered in England and Wales as a Charitable Industrial & Provident Society company number IP030443 whose registered office is at Dysons Chambers, 12-14 Briggate, Leeds, LS1 6ER ("the Owner")

Definitions

Affordable Rented Dwellings means the eight dwellings to be constructed in accordance with planning application 14/00020/FUL, each dwelling to be held on an Assured Tenancy at a rent which is comparable to the rents charged in the Ryedale District Council administrative area by Registered Social Landlords for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Services Manager and the Owner and thereafter any increases or decreases in accordance with the Tenants Services Agency guidance at the time

Eligible Occupiers means a person or household identified in accordance with the provisions of the Fourth Schedule to this Agreement

Housing Services Manager means the Housing Services Manager of Ryedale District Council or such other Officer as may from time to time be nominated by him or carry out the functions at the date hereof carried out by him

Planning Application means the planning application for the Proposed Development (ref 14/00020/FUL)

Recitals

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the property described in the First Schedule ("the Property") is situated
- (2) The Owner is the owner in fee simple in possession of the Property
- (3) The Owner has applied to the Council for permission to develop the Property in the manner and for the uses set out in the Second Schedule hereto ("the Proposed Development")
- (4) The Council is satisfied that the performance by the Owner of the covenants herein will remove certain arguments against or objections to the Proposed Development
- (5) The Owner has agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained and on his part to be observed and performed

Now this Deed witnesses as follows:

1. This Agreement is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended ("the 1990 Act") Section 111 of the Local Government Act 1972 and all other powers the parties hereunto enabling and the covenants in this Agreement are planning obligations for the purpose of the 1990 Act which are enforceable by the Council
2. The Owner covenants with the Council that the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Third Schedule hereto save that these restrictions and provisions shall not be binding on a mortgagee or chargee or a receiver appointed by a mortgagee or chargee or any successors in title to such mortgagee, chargee or receiver
3. It is agreed and declared as follows:
 - 3.1 The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns
 - 3.2 The Owner hereby agrees to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Agreement and not otherwise
 - 3.3 For the purpose of such parts of this Agreement as may be subject to the Rule Against Perpetuities that part of the Agreement shall remain in force for the period of eighty years from the date hereof
 - 3.4 The Owner shall on execution of this Agreement pay to the Council a fee of £200 plus VAT to cover the Council's legal costs
 - 3.5 The Owner shall indemnify and keep indemnified the Council against all damages, costs charges, losses, demands, expenses or action sustained by the Council arising from any breach of this Agreement by the Owner
 - 3.6 In this Agreement words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number
 - 3.7 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed
 - 3.8 For the purpose of avoidance of doubt and subject to clause 3.9 hereof the requirements of this Agreement shall bind the Property and remain in full force and effect until formally varied by agreement of the parties or by the Secretary of State notwithstanding that the Planning Application and any plans submitted with the same shall have lapsed or shall have been amended, superseded, renewed or submitted.
 - 3.9 This Agreement is a local land charge and shall be registered as such and shall come into full force and effect when the Proposed Development is commenced and not otherwise

- 3.10 No person shall be liable for any breach of an obligation, restriction or covenant contained in this Agreement after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.
- 3.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than a planning permission granted pursuant to the Planning Application) granted (whether or not on appeal) after the date of this Agreement.
- 3.12 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the Common)
 Seal of Ryedale District Council in the)
 presence of two authorised signatories and)
 delivered at the date hereof:)

.....
 Chairman

.....
 Council Solicitor

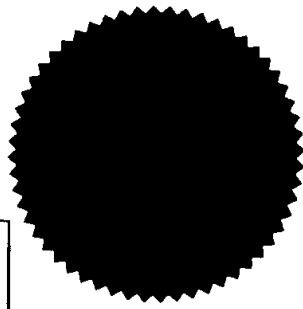
Executed as a deed by affixing the Common)
 Seal of Yorkshire Housing Limited in the)
 presence of two authorised signatories and)
 delivered at the date hereof:)

G. Baxter

 Authorised Signatory

M.A.

 Authorised Signatory



Yorkshire Housing
 Limited
 Reg No. 5129
 Initials AB

- 3.10 No person shall be liable for any breach of an obligation, restriction or covenant in this Agreement after parting with all of its interest in the Property, except in respect of a breach subsisting prior to parting with such interest.
- 3.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than a planning permission granted pursuant to the Planning Application) granted (whether or not on appeal) after the date of this Agreement.
- 3.12 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the Common Seal of Ryedale District Council in the presence of two authorised signatories and delivered at the date hereof:

Minute 187-13/14
 Reg No. 6461
 Initials CMS.

Chairman

Council Solicitor / Legal Services Manager

Executed as a deed by affixing the Common Seal of Yorkshire Housing Limited in the presence of two authorised signatories and delivered at the date hereof:

Authorised Signatory

Authorised Signatory

Second Schedule

Particulars of the Proposed Development

Erection of 1no four-bedroom dwelling terrace of 3no two-bedroom dwellings 2no one-bedroom flats and 2no semi-detached two-bedroom bungalows with parking spaces amenity areas and vehicular access road



Third Schedule

Negative Obligations

The Owner covenants with the Council that the Property will be used only for the purpose of providing Affordable Rented Dwellings for occupation only by Eligible Occupiers

Fourth Schedule

Eligibility Criteria

1. Occupation by persons where the applicant for such occupation ("the Applicant) or the Applicant's partner satisfy the following conditions on submission of an application to the Owner to occupy an Affordable Rented Dwelling
 - 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 Nawton or Beadlam; or if no such person qualifies pursuant to this paragraph 1.1 then;
 - 1.2 who have been permanently employed in the parishes of Nawton or Beadlam 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 Nawton or Beadlam with at least 3 years continuous residence in either 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 villages of Nawton or Beadlam. If both the Housing Service 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, Wombleton, Welburn, Kirkbymoorside, Fadmoor, Helmsley, Pockley, Harome, Bransdale and Nunnington for a continuous period of at least 3 years; or if no such person qualifies pursuant to this paragraph 1.4 then;
 - 1.5 who have a close family connection (parents, children or siblings) who have been ordinarily resident within the parishes of Nawton or Beadlam for at least five years immediately prior to the application being made and whose case is accepted in writing by the Housing Service Manager as having a need to return to the parishes of Nawton or Beadlam. If both the Housing Service 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 paragraphs 1.1 to 1.5 above 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 Nawton and Beadlam 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 Owner will consult with the Housing Services Manager prior to the letting of any Affordable Rented Dwelling in order to verify that the applicant satisfies the criteria in paragraph 1 above and will not grant any occupation or changes to occupation of any of the Affordable Rented Dwellings without the prior written approval of the Housing Services Manager. If the Housing Services Manager does

not respond to a request by the Owner 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.

THIS DRAWING HAS BEEN MADE BY OR WITH THE AUTHORITY OF RYEDALE DISTRICT COUNCIL PURSUANT TO SECTION 62 OF THE COPYRIGHT, DESIGN AND PATENTS ACT 1988 UNLESS OTHERWISE INDICATED. NO LIABILITY IS ACCEPTED BY THE DRAWING OFFICE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED BY THE USER OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF THE DRAWING OFFICE.



Yorkshire Housing Limited
Reg No S129
Initials AR

M. R. G. G. G.

14/0002016
RYEDALE DM
10 JAN 2014
DEVELOPMENT
MANAGEMENT

Drone Survey, (c) Crown Copyright 2011. All rights reserved. Licence number 100020449

Consent and operations shall ensure the principal contractor has provided through or if accurate information on all health and safety aspects relating to the design. The drawing shall include the scope of:

- Design and construction of structures
- Structural elements
- Permit to work
- Site establishment

The contractor shall take the liability health and safety risk rating to the drawing form and be determined during the design process.

All dimensions to be verified on site, but for As-built referred to any dimension. All drawings and specifications shall be read in conjunction with the Health and Safety Plan. All contract should be prepared in the CDW Co-ordination.

The Drawing is the Property of Bowman Riley Architects Limited © 2014 NOT SCALE FROM THIS DRAWING

Preliminary Comment Construction
 Planning Tender Record

revision	drawn by	checked by	Date	scale @ A3
1	CBS	CSS	Jul 13	1:1000

bowmanrileyarchitects

Registered number: 04561894 (England & Wales) 8225145 (Scotland) 111928111 (Northern Ireland) 111928111

Proposed development at Station Road, Newton - Location Plan

project number	drawing number	revision
TSH	000	C