

DATED

1 February 2019 ~~2018~~

RYEDALE DISTRICT COUNCIL

and

FORWARD DEVELOPMENTS LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990

relating to the construction of dwellings on land off Riccal Drive,
Helmsley, North Yorkshire, YO62 5DP

DATE 1 February 2019 ~~2017~~

PARTIES

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House Malton North Yorkshire YO17 7HH ("District Council")

- (2) **FORWARD DEVELOPMENTS LIMITED** (company number: **00834978**) whose registered office is at Village Farm North Waltham Basingstoke Hampshire, RG25 2DD the ("Owner")

INTRODUCTION

- 1. The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated
- 2. The Owner is the freehold owner of the Site free from incumbrances that would prevent this deed being entered into
- 3. The Owner has submitted the Application to the District Council and the parties have agreed this Deed in order to secure the planning obligations contained in this Deed

NOW THIS DEED WITNESSES AS FOLLOWS

1. **Definitions**

For the purposes of this Deed the following expressions shall have the following meanings:

"Act" the Town and Country Planning Act 1990 as amended;

"Affordable Housing" Means housing provided to Eligible Occupiers whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any successor policy or legislation in respect of affordable housing);

"Affordable Housing" The sum of One hundred and eighty six

Commuted Sum"	thousand nine hundred and ninety pounds (£186,990) to be used by the Council towards the provision of Affordable Housing
"Affordable Housing Units"	Sixteen (16) affordable housing units the location of which are shown on the attached Plan 3 comprising thirteen three (3) bed Dwellings and three (2) bed Dwellings of which three (3) of the three (3) bed Dwellings shall be Rent to Buy Dwellings and the remainder shall be Affordable Rented Units (or as otherwise agreed by the Council in its absolute discretion) and reference to "Affordable Housing Unit" shall be construed accordingly
"Affordable Rent"	Means a rent to be charged for an Affordable Rented Unit which shall not exceed 80% of gross market rents including all service charges for properties of similar size and location in the locality;
"Affordable Rented Unit"	means any one of those 13 Dwellings which must be let at an Affordable Rent;
"Application"	the application for full planning permission received by the District Council on [Date of Application required] for the Development and allocated reference number 17/01238/MFUL;
"Chargee"	<i>"a Chargee' means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed)</i>

12 October
2017

including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or charge and any successors in title thereto"

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

"Development"

the Development of the Site comprising the construction of dwellings with associated access, open spaces and landscaping;

"Dwelling"

A dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission;

"Eligible Occupier"

'Eligible Occupier' shall mean:

- (a) In relation to the Affordable Rented Units that the occupier in question is in Housing Need and meets the criteria set out in Schedule 6;*

	(b) <i>In relation to the Rent to Buy Units that the occupier in question meets the criteria set out in Paragraph 2.2 of the Second Schedule and Part 1 in the Third Schedule and meets the allocation criteria of the Registered Provider from time to time.</i>
"Homes England"	means Homes England or any bodies undertaking the existing functions of the Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
"Housing Need"	<i>means that the occupier in question has economic circumstances meaning that they cannot afford to secure, or have difficulty securing, accommodation on the open market (to rent or buy as the context requires)"</i>
"Housing Services Manager"	Means [] <i>person holding that post</i>
"Gross internal Floor Area"	2 bedroom 3 person house 71 square metres (3) bedroom (4) person house (87.2) square metres <i>or any replacement designation</i>
"Interest"	Interest at 3 per cent above the base rate of the Bank of England from time to time;
"Market Housing Units"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

	Units;
"Open Space Land"	The land shown for identification purposes coloured green on Plan 2 and marked POS / to be set aside and used as public open space laid out in accordance with the Open Space Works Specification
"Open Space Works Specification"	A scheme including plans drawings and specifications showing but not limited to the layout and design of the Open Space Land including details of any proposed play areas and equipment landscaping paths and access arrangements, street furniture and fencing together with details of the proposed permanent Open Space Land management regime
"Occupation and Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Owner"	Subject always to the provisions of this Deed means each of the owners named in the parties clause to this agreement and their successors in title to the Site;
"Practical Completion"	<i>shall mean the date upon which a certificate of practical completion is issued by the Owner's architect or such other person who is monitoring the Development on behalf of the Owner and "Practically Completed" shall be construed accordingly</i> ;
"Protected Tenant"	means any tenant who:-

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

(c) has been granted a shared ownership lease by the Registered Provider in respect of a particular Affordable Housing Unit and has subsequently exercised its right to acquire all the remaining equity in the dwelling in question under the terms of the Shared Ownership Lease so that the tenant is the absolute owner

and any successor in title to any of (a) (b) or (c) above;

"Rented Affordable Housing Requirements"

The requirements as set out in Part 1 in the Third Schedule

"Rent to Buy Dwellings"

means Dwellings to be provided for occupation by a tenant of a Registered Provider on a rent or rent to buy basis meaning that they are granted an initial assured shorthold tenancy for an initial fixed term of less than 2 years at the Affordable Rent and:

(a) after the first 5 years of letting, the landlord has a right to sell the Rent to Buy Dwelling provided that the tenant shall

be offered a right of first refusal if the landlord of such unit wishes to sell the Rent or Rent to Buy Unit; and

(b) after the first 5 years of letting, the landlord has a right to convert the Rent to Buy Dwelling to either: and

(i) An open market rent unit

(ii) a form of Affordable Rent; and

(c) if the tenant submits a request to buy the Rent to Buy Unit after the initial letting period (of a fixed term of less than 2 years referred to above) and before the expiry of the 5 year period referred to above then the Developer shall, save in exceptional circumstances sell the tenant the Rent or Rent to Buy Unit on an open market valuation basis;

subject at all times to any statutory right Developer 1 may have to refuse any such requests

“Registered Provider”

means a registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes England for receipt of social housing grant as may be proposed by the Owners' and approved by the District Council;

“Plan 1”

the plan attached to this Deed and marked “Plan 1”;

"Plan 2"	the plan attached to this Deed and marked "Plan 2";
"Plan 3"	the plan attached to this Deed and marked "Plan 3";
"Planning Permission"	the full planning permission subject to conditions to be granted by the District Council pursuant to the Application as set out in the Fifth Schedule;
"Site"	the land against which this Deed may be enforced as described in the First Schedule;
"Statutory Undertaker"	as defined under the Act;
"Substantially Completed"	means physically constructed and serviced so that the relevant Dwelling is available for immediate beneficial occupation and use as a place of residence;
"Working Day"	means any day apart from Saturday and Sunday and statutory bank holidays.

2. Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall

include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council, the successors to its statutory functions

3. Legal Basis

- 3.1 This Deed is made pursuant to Section 106 of the Act
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council as Local Planning Authority against the Owner

4. Conditionality

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- save for the provisions of Clauses 7.1, 13 and 14 and Fourth Schedule paragraph 2 (costs jurisdiction and delivery clauses) which shall come into effect immediately upon completion of this Deed

5. The Owner's Covenants

- 5.1 The Owner covenants with the District Council as set out in the Second Schedule and the Third Schedule

6. The District Council's Covenants

- 6.1 The District Council covenants with the Owner as set out in the Fourth Schedule.

7. Miscellaneous

- 7.1 The Owner shall pay to the District Council on completion of this Deed the costs of the District Council incurred in the negotiation, execution and monitoring of compliance with this Deed such costs not to exceed the agreed sum of £[] 2250
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a Local Land Charge by the District Council

- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council under the terms of this Deed such Agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council only by its Head of Planning and Housing or equivalent and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 7.5 Following the performance and satisfaction of all the obligations in this Deed the District Council shall upon written request forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.10 The Owner shall notify the District Council in writing in advance of the Commencement of Development
- 7.11 The obligations in this deed shall not be enforceable against:
- 7.11.1 The owners of any Market Housing Unit constructed on the Site pursuant to the Planning Permission; or
- 7.11.2 The owners of an Affordable Housing Unit save for the provisions of paragraph 1 of the Second Schedule which shall apply; or

7.11.3 any Statutory Undertaker

8. **Waiver**

No waiver (whether expressed or implied) by the District Council (or Owner) of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council (or Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9. **Change in Ownership**

The Owner agrees with the District Council to give the District Council immediate written notice of any change in ownership of any of its interests in the Site (other than in relation to the sale of a Market Housing Unit the construction of which has been completed) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

10. **Interest**

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment

11. **Index**

Any sum referred to in the Second Schedule shall be increased or decreased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable

12. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any Value Added Tax properly payable

13. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales

14. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

15. Expert Determination

- 15.1 If any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 15. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 15.2 For the purposes of this clause 15 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in North Yorkshire..
- 15.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Royal Institute of Chartered Surveyors who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 15.4.
- 15.4 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.
- 15.5 The Specialist shall act as an independent expert and:
- 15.5.1 each party may make written representations within 20 working days of his appointment and will copy the written representations to the other party;
 - 15.5.2 each party shall have a further 20 working days to make written comments on the other's representations and will copy the written comments to the other party;

- 15.5.3 the Specialist shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 15.5.4 the Specialist shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
- 15.5.5 the Specialist shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
- 15.5.6 the Specialist shall use all reasonable endeavours to publish his decision within 20 working days of his appointment.
- 15.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 15, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 15.7 This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 15.8 Save in the case of manifest error or fraud the decision of the Specialist shall be final and binding upon the parties.

16. Community Infrastructure Levy Regulations 2010

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 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.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

FIRST SCHEDULE

THE SITE

The land at Riccal Drive Helmsley North Yorkshire in the Freehold ownership of the Owner and shown edged red on Plan 1 and being the land against which the obligations contained in this Deed may be enforced.



SECOND SCHEDULE
The Owner's Covenants with the District Council

PART 1

1. AFFORDABLE RENTED UNITS

1.1 To procure that the Affordable Rented Units be constructed on the site in accordance with the Planning Permission and approved plans and a physical size and specification no less than the relevant Gross Internal Floor Area to be negotiated with an Registered Provider and approved by the Housing Services Manager (such approval not to be unreasonably withheld or delayed) PROVIDED THAT if the Housing Services Manager fails to approve the specification within 21 days from the date certified by the Housing Services Manager as having received the specification the Housing Services Manager's approval will be deemed for offer of disposal to a Registered Provider or a Substitute Registered Provider at the Agreed Transfer Prices on terms and conditions approved in writing by the District Council

1.2 Subject always to the following provisions of this Schedule the Owner covenants not to Occupy or allow to be Occupied:

1.2.1 more than 25% of the Market Housing Units that may by virtue of the Planning Permission be constructed on the Site until a contract or contracts for the disposal of the Affordable Rented Units to a Registered Provider has or have been entered into by the Owner; and

1.2.2 more than 50% of the Market Housing Units that may by virtue of the Planning Permission be constructed on the Site until all of the Affordable Rented Units have been physically completed (so that they are capable of beneficial use and occupation) and have been transferred to a Registered Provider

1.3 As soon as reasonably practicable following the Commencement of Development to nominate in writing to the District Council for approval by the Housing Services Manager (such approval shall not be unreasonably withheld or delayed) the Registered Provider or Providers that the Owner proposes marketing the Affordable Rented Units to ("Nomination") PROVIDED THAT if the District Council fails to respond to the Nomination within 21 days from the

date certified by the Housing Services Manager the District Council will be deemed to approve the Nomination. It is FURTHER agreed that with the District Council's prior approval (not to be unreasonably withheld or delayed) the Owner will be entitled to amend the Nomination by adding or removing Registered Providers from time to time during the course of carrying out the Development.

- 1.4 Within 10 working days of the District Council receiving from the Owner a Nomination the District Council may notify the Owner in writing of any additional Registered Providers to whom the Owner shall market the Affordable Rented Units.
- 1.5 The Owner shall as soon as reasonably practicable following a Nomination pursuant to paragraph 1.3 of this Schedule enter into negotiations with some or all of those Registered Providers which the District Council has approved or is deemed to approve and those the District Council has added pursuant to paragraph 1.4 (together "the Registered Providers") and use reasonable endeavours to contract to transfer the Affordable Rented Units to be constructed within the Development to such of the Registered Providers which express an interest in acquiring those dwellings at the Agreed Transfer Prices
- 1.6 In the event that the Registered Providers declines or are unable to accept the transfer of some or all of the Affordable Rented Units to be constructed within the Development on the terms of this Agreement or if in the Owners or the District Council's opinion (acting reasonably) insufficient progress is being made towards exchange of contracts with the Registered Providers for the transfer of some or all of the Affordable Rented Units within a period of twelve months from the date of the offer referred to in paragraph 1.5 of this Schedule the Owner or the District Council may give written notice to the other ("Notice") and the Owner may select one or more additional Registered Providers from the Nomination (each such Registered Provider being a "Substitute Registered Provider").
- 1.7 The Owner shall offer to enter into negotiations with the Substitute Registered Provider(s) for the transfer to it of the Affordable Rented Units to be constructed within the Development (or any individual unit or units comprised in the Affordable Rented Units that has/have not been transferred or may not

have been contracted to be sold to another Registered Provider) on the terms of this Agreement and if the Substitute Registered Provider declines or is unable to accept the transfer of some or all of the Affordable Rented Units to be constructed within the Development (or any individual unit or units comprised in the Affordable Rented Units that has/have not been transferred or may not have been contracted to be sold to a Registered Provider) within a period of six months from the date of the offer referred to in this paragraph 1.7 of this Schedule and the District Council acting reasonably is satisfied on the evidence provided by the Owner that the Owner used reasonable endeavours to transfer the Affordable Rented Units (or any individual unit or units comprised in the Affordable Rented Units that has/have not been transferred or may not have been contracted to be sold to a Registered Provider) to the Substitute Registered Provider and there is no reasonable prospect of securing the transfer of any of the Affordable Rented Units to be constructed within the Development to a Substitute Registered Provider then the Owner shall be permitted to dispose of the Affordable Rented Units to be constructed within the Development that may not have been sold individually on the open market free from the restrictions and obligations contained in this Agreement and the Owner shall within 6 weeks of a sale of any of the Affordable Rented Unit on the open market pay to the District Council the Affordable Housing Contribution attributable to the relevant Affordable Rented Unit sold on the open market

- 1.8 It shall be a term of the sale of each of the Affordable Rented Units that the Registered Provider and / or the Substitute Registered Provider as the case may be shall not dispose of or cause or permit the disposal of the Affordable Rented Units other than for the purpose of providing a tenancy at an Affordable Rent to an Eligible Occupier in accordance with the Nominations Procedure and that the Affordable Rented Units will remain available at an Affordable Rent for future Eligible Occupiers or, if these restrictions are lifted subject to the provisions of paragraph 3.3 of this Second Schedule, .
- 1.9 To supply within 14 working days from the date of the relevant transfer of the Affordable Rented Units to a Registered Provider and / or a Substitute Registered Provider as the case may be a copy of the relevant transfer to the District Council. On production to the District Council of a certified copy of the executed and dated transfer between the Owner and a Registered Provider

the obligations on the Owner to provide Affordable Rented Units in Paragraph 1 hereunder shall be discharged

PART 2

2. DISPOSAL OF THE RENT TO BUY DWELLINGS

- 2.1 The Owner shall not let a Rent to Buy Dwelling other than to an Eligible Person has been approved by the Council in accordance with the provisions of Part 1 of the Third Schedule hereof
- 2.2 The Owner covenants with the District Council that the first and any subsequent owner of a Rent to Buy Dwelling (that is to say any owner following the first Disposal thereof) shall reside in the Rent to Buy Dwelling as his main residence and shall not permit any other person to live in the Rent to Buy Dwelling (other than a person who forms part of their own household and who is not paying rent to the owner) without first obtaining the written consent of the District Council;
- 2.3 The Owner further covenants with the District Council:
- 2.4 to notify the District Council promptly of the date upon which each Rent to Buy Dwelling is first marketed for sale; and
- 2.5 to provide the District Council with details of the price for each Rent to Buy Dwelling on marketing; and
- 2.6 In each circumstance that an offer to purchase an Rent to Buy Dwelling has been made by a person who at the time of the grant of their tenancy of that Rent to Buy Dwelling was an Eligible Occupier to promptly provide details of the same to the Council for their records such details shall be sent to The Housing Services Manager

PART 3

3. GENERAL PROVISIONS AFFORDABLE HOUSING UNITS

- 3.1 Not to Occupy or allow the Affordable Housing Units to be Occupied other than by person or persons who at the time of their first Occupation are Eligible Occupiers and have occupied the Affordable Housing Units in accordance with the Rented Affordable Housing Requirements

3.2 Prior to the transfer of each of the Affordable Housing Units pursuant to this Schedule the Owner shall ensure

3.2.1 The relevant Affordable Housing Unit is fully serviced and accessible by vehicles and pedestrians.

3.2.2 The grant by the Owner to an Eligible Occupier, Registered Provider or Substitute Registered Provider as the case may be of full and free rights of access (both pedestrian and vehicular) from the public highway to the relevant Affordable Housing Unit;

3.2.3 the grant by the Owner to an Eligible Occupier, Registered Provider or Substitute Registered Provider as the case may be of full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which serve the relevant Affordable Housing Unit and connect the relevant Affordable Housing Unit to the relevant main services

3.2.4 a reservation in favour of the Owner of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development

3.2.5 a restriction that the Affordable Housing Unit cannot be let or sub-let by or on behalf of the Eligible Occupier

3.3. It is agreed that the obligations in this Schedule and the Third Schedule inclusive shall not be binding on:-

3.3.1 any Protected Tenant or any mortgagee chargee or receiver of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto; or

3.3.2 any Chargee; or

3.3.3 any purchaser from a mortgagee or chargee or receiver of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor or any successor in title thereto;

- 3.3.4 any purchaser of a Rent to Buy Dwelling disposed of in accordance with the provisions of this Agreement and any mortgagee or chargee of such Rent to Buy Dwelling;
- 3.3.5 any successor in title to or person deriving title from any of the parties mentioned in paragraphs 3.3.1-3.3.3. above

THIRD SCHEDULE

Owners Further Covenants with the Council

PART 1

1. Rented Affordable Housing Requirements

1.1 *Subject to the terms of this Deed the Affordable Rented Units shall only be Occupied on the first and any subsequent letting as follows:*

1.1.1 by a person and his family who on allocation of the Affordable Rented Unit was an Eligible Occupier

1.1.2 on the basis of being let for an Affordable Rent or less

1.1.3 as soon as reasonably practicable after Practical Completion of the Affordable Rented Units (it being agreed that nothing shall prevent the Owner from selling the Affordable Housing Land or from selling incomplete Affordable Rented Units to a Registered Provider prior to Practical Completion) the Owner shall (if he does not already comprise a Registered provider) transfer the Affordable Rented Units to a Registered Provider.

1.1.4 The Owner of the Affordable Rented Units shall choose a potential Occupant using the North Yorkshire Home Choice or the Council's Allocations Scheme and the Eligibility Criteria set out in Schedule Three Part 2, upon a choice being made such person's details shall be submitted to the Council for approval PROVIDED THAT if no such approval or rejection has been received within 14 days of such details being submitted the Council shall be deemed to have approved the persons whose details have been submitted to it.

1.1.5 If the Council is not content that the person whose details are submitted fulfils the Eligibility Criteria (acting reasonably at all times) as set out in Schedule Three Part 2 it shall communicate its decision to the Owner within 14 days (with its reasons) whereupon the Owner shall submit a different persons details for approval and the procedure set out in this paragraph and paragraph 1.1.4 shall continue to operate until such time as the Council has either approved the details submitted or has failed to respond within the 14 day period required subject at all times to the provisions of paragraph 1.1.1.

PART 2

ELIGIBILITY CRITERIA

1. **The Owner shall ensure the Affordable Housing Units are occupied by persons:**
 - 1.1 *who have for a period of at least 3 years been ordinarily resident within the town of Helmsley; or*
 - 1.2 *who have been permanently employed in the town of Helmsley for 3 years or more; or*
 - 1.3 *who have a close family connection (parents, children or siblings) who has been ordinarily resident within the town of Helmsley for at least 3 years or*
 - 1.4 *who have for a period of at least 3 years been ordinarily resident in one or more of the following parishes of 'Hawnby Rievaulx Sproxton Harome Beadlaam and Pockley or*
 - 1.5 *who have been permanently employed in one or more of the following parishes of 'Hawnby Rievaulx Sproxton Harome Beadlaam and Pockley for 3 years or more; or*
 - 1.6 *who have a close family connection (parents, children or siblings) and have been ordinarily resident in one or more of the following parishes of 'Hawnby Rievaulx Sproxton Harome Beadlaam and Pockley for a continuous period of at least 3 years or*
 - 1.7 *if no such person qualifies under paragraph 1.1 to 1.6 above, then a person ordinarily resident for a period of at least 3 years in any area in the District of Ryedale; or*
 - 1.8 *if no such person qualifies under paragraph 1.7 above then persons who have a strong local connection with Ryedale District by one of the following means:-*
 - 1.8.1 *family association in the area of Ryedale District,*
 - 1.8.2 *any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Affordable Housing Unit becomes vacant, or*

- 1.8.3 *through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District"*

PART 3

3. Affordable Housing Commuted Sum

- 3.1 The Owner covenants with the District Council not to permit Occupation of more than 75% of the Market Housing Units until the Affordable Housing Commuted Sum has been paid to the District Council.

PART 4

4 Open Space

- 4.1 The Owner covenants with the District Council not to Commence the Development until the Open Space Works Specification has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld)
- 4.2 The Owner covenants with the District Council not to Occupy more than 25 of the Market Housing Units until the Open Space Land has been provided in accordance with the approved Open Space Works Specification to the written satisfaction of the Council
- 4.3 The Owner covenants with the District Council to thereafter maintain the Open Space Land to a standard suitable for use by members of the public as approved by the Council

FOURTH SCHEDULE

District Council's Covenants

1. The District Council hereby covenants with the Owner to at the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The District Council hereby covenants with the Owner to use reasonable endeavours to issue the decision notice in respect of the Application within 10 Working Days of the date of this Deed.
3. The District Council hereby covenants with the Owner that it will use the Affordable Housing Commuted Sum as a contribution to be applied by the District Council towards a broad range of schemes and initiatives, linked to providing additional Affordable Housing within the District Council's administrative area which may include but not be limited to the following:-
 - 3.1 Support for Registered Providers operating within the District Council's administrative area for both the development and acquisition of Affordable Housing within the District Council's administrative area, including facilitating any necessary works of improvement or repair.
 - 3.2 Support for specific initiatives to regenerate the existing housing stock within the District Council's administrative area e.g. Empty Property Grants and Houses in Multiple Occupation Grants which give the District Council tenancy nomination rights for qualifying individuals.
 - 3.3 Support for specific schemes which are developed to provide permanent homes to meet an identified need within the District Council's administrative area e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs of young single people
 - 3.4 Support for the Rural Housing Enabler / Affordable Development Officer functions at the District Council.

4. In the event that the Affordable Housing Commuted Sum has not been used towards the provision of the facilities specified within this paragraph within a period of 10 years from the date of receipt of the Affordable Housing Commuted Sum then the District Council covenants to repay such unexpended sum to the party that made the payment of the Affordable Housing Commuted sum within 15 working days of the end of the 10 year period.

FIFTH SCHEDULE

Form of notice of Planning Permission



THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and is)
authenticated by:)



Minute 934/82
Reg No. 7029
Initials EW

Council Solicitor

Executed as a Deed by)
FORWARD DEVELOPMENTS LIMITED)
acting by)

PLAN 1

Residential Development at Riccal Drive, Helmsley



Accommodation Schedule

- 2 Bed Houses - Birkdale
- 6 Number
- 3 Bed Houses - Fossdale
- 33 Number
- 4 Bed Houses - Malhamdale
- 7 Number
- 46 Total

Schedule of Accommodation
 6no : 2bed 3person house at 71m2
 33no : 3 bed 4 person house at 87.2m2
 7no : 4 bed 6 person house at 111.8m2

46 Units Total.

Car Parking:
 2 bedroom house 100%
 3 bedroom house 200%

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Rev	Date	Description
I	07-08-17	Footpath updated
J	12-10-17	Ditch included
K	05-02-18	Revisions following planning meeting
L	09-02-18	Footbridge to P100W sited
M	26-03-18	Plots 33-36 revised, 2bed increased, finishline noted.
N	15-04-18	Plots 14-18 moved east
P	17-04-18	Masonry garden walls to full height

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 mechanical | structural and drainage | highways | planning
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 Helmsley House, 100% Housing & BS 37593:2017 | 10th Floor, Helmsley, York YO19 4JG
 Tel: 01904 200000 | Fax: 01904 200001 | Email: info@nicolthomas.co.uk

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PLAN 1

Client	Colony
Job	Riccal Drive, Helmsley
Drawing title	Site Plan
Project number	M4186
Scale	1:500 @ A1
Date	12/01/15
Drawn by	AS
Checked by	RF

17-04-18



1 Site Plan and PoS
1:1500

0m 10m 20m 30m 40m 50m
VISUAL SCALE 1:500

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Rev	Date	Description
A	06-12-19	Block coloured Green

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 architects project managers construction and consultants **Civil** and
 mechanical
 10000 The Quadrant, Suite 100, 10000 The Quadrant
 10000 The Quadrant, Suite 100, 10000 The Quadrant
 10000 The Quadrant, Suite 100, 10000 The Quadrant
 10000 The Quadrant, Suite 100, 10000 The Quadrant

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PLAN 2

Client	Casey
Job	Royal Drive, Himsley
Drawing title	Site and PoS
Project number	M4186 54
Scale	1:500 @ A1
Date	03/12/19
Drawn by	AS
Checked by	GPF

06-12-19



Rev	Date	Description
A	05-19-17	Tenure added
B	03-10-17	Fence line to 16-19 revised
C	15-10-17	Drain included
D	06-12-17	Tenure Changes
E	05-02-18	Revisions following planning meeting
F	26-03-18	Plots 35-38 revised, 2bed increased, finishes noted.
G	16-04-18	Plots 14-18 moved east

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PLAN 3

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Client	Caas	
Job	Recess Drive, Valentia	
Drawing title	Plot Boundaries	
Project number	M4196_06	Rev G
Scale	1:200 @ A1	
Date	08/21/17	
Drawn by	AS	Checked by: GRF

T:0444-18