

DATED 6 October 2016

NORTH YORK MOORS NATIONAL PARK AUTHORITY

AND

WHARFEDALE HOMES LIMITED

AND

**THE HONOURABLE JAKE BARNABY DUNCOMBE OF DUNCOMBE PARK ESTATE &
BOND DICKINSON (TRUST CORPORATION) LIMITED & THOMAS NORCLIFFE
HOWARD-VYSE**

AND

PHILIP BRENDAN ALDRIDGE & BOND DICKINSON (TRUST CORPORATION) LIMITED

AND

RYEDALE DISTRICT COUNCIL

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to the land
at Swanland Road Helmsley

Cowling Swift & Kitchin
8 Blake Street
York
YO1 8XJ
LAH/WHA0348

THIS DEED is made the 6th day of October 2016

BETWEEN:-

- (1) **NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York, YO62 5BP (“**National Park Authority**”); and
- (2) **THE HONOURABLE JAKE BARNABY DUNCOMBE** of Duncombe Park Estate Office, Helmsley, York, YO62 5EB and **BOND DICKINSON (TRUST CORPORATION) LIMITED** (company registration number 03255124) whose registered office is at 4 More, London Riverside, London SE1 2AU and **THOMAS NORCLIFFE HOWARD-VYSE** of 32 Ormiston Grove, London, W12 0JT (“**Estate**”); and
- (3) **PHILIP BRENDAN ALDRIDGE** of Cashmere House, 39 Bengal Drive, Cashmere, Christchurch, New Zealand and Crabtree Hall, Rievaulx, Helmsley, York, YO62 5LD & **BOND DICKINSON (TRUST CORPORATION) LIMITED** (company registration number 03255124) whose registered office is at 4 More, London Riverside, London SE1 2AU (“**Owner**”)
- (4) **WHARFEDALE HOMES LIMITED** (Company Number 02826209) whose registered office is at Unit 5 Whitfield Business Park, Manse Lane, Knaresborough, North Yorkshire, HG5 8BS (“**Developer**”); and
- (5) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH (“**Housing Authority**”)

WHEREAS

- A. The National Park Authority is the local planning authority for the purposes of this Deed for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- B. The Estate is registered at the Land Registry as proprietor of part of the Land with title absolute under Title Number NYK337585.
- C. The Owner is registered at the Land Registry as proprietor of part of the Land with title absolute under Title Number NYK337530.

- D. The Developer has an interest in the Land by way of an option agreement made between the Estate, the Owner and the Developer.
- E. The National Park Authority resolved on 19 February 2015 to grant planning permission for the Development subject to the making of this Deed without which Planning Permission would not be granted.
- F. The Estate, the Owner, the Developer and the Housing Authority by entering into this Deed do so to create planning obligations in favour of the National Park Authority pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements, conditions and stipulations hereinafter contained on the terms of this Deed.

NOW THIS DEED WITNESSES as follows:

- 1.1 In this Deed the following words and expressions shall where the context so requires have the following meanings:-

“Act” means the Town and Country Planning Act 1990 (as amended);

“Affordable Housing Units” means the Social Rented Dwellings and the Discounted Market Sale Units together or such alternative plots as may be agreed in writing between the Estate, the Developer, the Owner, the Housing Authority and the National Park Authority (such agreement not to be unreasonably withheld or delayed) to be constructed in accordance with the Planning Permission;

“Choice Based Lettings” means the North Yorkshire Home Choice Based Lettings Partnership;

“Commencement of Development” means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56 of the Act Save That the term *“material operation”* shall not include operations in connection with any work or

associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compound erection of fencing to the site boundary laying of any service media and the formation of an access road to the Land from Swanland Road and associated work and reference to “Commence Development” and “Commencement of Development shall be construed accordingly;

“County Council”

means North Yorkshire County Council of County Hall, Northallerton, North Yorkshire, DL7 8AD is the body responsible for statutory functions in respect of highways matters for the area within which the Land is situated or such statutory authority as shall succeed it;

“Development”

means the residential development to be carried out on the Land pursuant to the Planning Permission;

“Discounted Market Sale Restrictions”

Means the restrictions set out in the Fifth Schedule which are intended to bind the Discounted Market Sale Units in perpetuity (save as set out in clause 5 of this agreement)

“Discounted Market Sale Units”

means 6no two bedroom dwellings being Plots 8 and 38 to 42 of and forming part of the Development and to be made available at the Discounted Market Sale Units Price

“Discounted Market Sale Unit Price”

means Market Value with a discount of 30% (thirty percent) provided that the first sale of each unit following construction shall not exceed £140,000 (one hundred and forty thousand pounds)

“Dwelling”

means a residential unit that may be built on the Land as part of the Development and reference to “Dwellings” shall be construed accordingly;

“Footpath Network Contribution”	means the sum of £5,000 (five thousand pounds) (Index Linked) to be paid by the Estate/the Owner to the National Park Authority towards extensions and improvements to the existing footpath network in the vicinity of Carlton Lane and Swanland Road Helmsley, the need for which directly arises from the Development
“Full Time Employment”	means the main or sole employment of at least 30 hours each week;
“Homes and Communities Agency”	means the Homes and Communities Agency or the Tenant Services Authority as may be applicable or any bodies undertaking the existing functions of the Homes and Communities Agency with the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
“Housing Need”	means the housing need criteria set out in Part II of the Sixth Schedule;
“Index”	Means the 12 month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;

“Index Linked”	means such increase or decrease to sums payable pro-rata per diem from the date of this Agreement until such date that payment of the sum is made based upon the difference between the index at the date of this Agreement and the index at the date of payment;
“Interest”	Means interest at the rate of 2% above the base lending rate of the Bank of England in force for the period when interest is payable;
“Land”	means the land at Swanland Road, Helmsley, contained in title numbers NYK337530 and NYK337585 and which is shown edged red on the Plan for the purposes of identification only;
“Letting Procedure”	means the procedure for letting the Social Rented Dwellings set out in the Fourth Schedule;
“Local Connection”	means the local connection criteria set out in Part I of the Sixth Schedule;
“Market Value”	means the estimated amount for which a relevant Dwelling should exchange on the open market at the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
“North Yorkshire Common Allocation Policy”	means the shared set of rules on how affordable dwellings will be advertised and let providing consistency between all partner landlords signed up to the North Yorkshire Home Choice Based Lettings Partnership (or its successor);
“Occupation” and “Occupier”	means the occupation of a Dwelling for the purposes permitted by the Planning Permission but not

including temporary occupation by persons legitimately engaged in the construction and fitting out of the Dwelling, and “Occupied” and “Occupation” shall be construed accordingly and those individuals undertaking such beneficial Occupation shall be herein referred to as an Occupier;

“Open Market Dwelling”

means a Dwelling that is built on the Land as part of the Development which is not an Affordable Housing Unit and reference to “Open Market Dwellings” shall be construed accordingly;

“Plan”

means the plan attached to this Deed at the Seventh Schedule;

“Planning Application”

means the application for change of use of land and construction of 60 no Dwellings (36 no open market and 24 no Affordable Housing Units) with associated garages, parking, access and landscaping works with reference NYM/2014/0808/FL submitted by the Developer to the National Park Authority (and shall include any variations thereto);

“Planning Permission”

means the planning permission issued by the National Park Authority for the Development pursuant to the Planning Application (and any variations thereto);

“Practical Completion”

means the issue of a certificate(s) of practical completion in relation to a Dwelling by an architect or such other person who has been supervising the Development;

“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 Homes and Communities Agency for receipt of social housing grant as approved by the National Park Authority and the Housing Authority;

“Social Rent”

means a rent which is comparable to the average rents charged in the Housing Authority’s administrative area by Registered Providers for properties of an equivalent type, age and floor area to the Social Rented Dwellings which sum shall be agreed for lettings between the Estate and the Housing Authority housing services manager in accordance with target rents published by the Homes and Communities Agency at the time and thereafter any increases or decreases shall be in accordance with the Homes and Communities Agency’s guidance at the time and approved in writing by the Housing Authority;

“Social Rented Dwellings”

means the 18no dwellings being Plots 9-15, 27-32 and 43-47 of and forming part of the Development to be let in accordance with the Letting Procedure

“Social Rented Dwellings Price ”

Means £52,000 (fifty two thousand pounds) for each one-bed Social Rented Dwelling and £65,000 (sixty five thousand pounds) for each two-bed Social Rented Dwelling;

“Transfer Rights”

means

- Rights of access from the public highway to the boundary of the Affordable Housing Unit and (if appropriate) with such access road or roads constructed to base course tarmac level to be maintained by the Estate/the Owner until adoption as highway maintainable at the public expense;

- a Section 38 Highways Act 1980 Agreement relating to access roads and footpaths from the public highway to the Affordable Housing Unit (if applicable);
- foul and surface water sewers constructed to the requirements of the local sewerage undertaker ready for use at a depth and capacity sufficient to serve the Affordable Housing Unit and connection to foul and surface water sewers maintainable at public expense and maintained by the Estate until adopted as sewers maintainable at public expense;
- a Section 104 Water Industry Act 1991 Agreement relating to such sewers (if appropriate),
- supplies of services of water gas electricity and telephone up to the boundary of the Affordable Housing Unit; and
- adequate provision for easements and other like rights to be granted or reserved by the parties as are necessary to ensure the practicable efficient and economical development of the Affordable Housing Unit and the remainder of the Land and to comply with the requirements of all public authorities and statutory undertakers;

CONSTRUCTION OF THIS DEED

1.2 For the purposes of this Deed the singular includes the plural and vice versa.

- 1.3 The expression “person” means any person, firm, authority or company or other legal entity.
- 1.4 Unless otherwise stated, references to clause numbers are references to the clauses in this Deed.
- 1.5 Unless otherwise stated, references to schedules and paragraph numbers are references to the schedules and paragraphs of schedules in this Deed.
- 1.6 Any covenant by the Estate, the Owner and the Developer not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

LEGAL BASIS

2. This Deed is a planning obligation made pursuant to Section 106 of the Act and all other powers so enabling and may be enforced by the National Park Authority against the Estate, the Owner, the Developer, and the Housing Authority and, where the obligation binds their land, any persons deriving title from them.

PARTIES COVENANTS

- 3.1 The Estate/the Owner covenant with the National Park Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the First Schedule and that all the interest which the Estate and the Owner has in the Land shall be subject to those obligations and restrictions and the Developer and the Housing Authority acknowledge that the Land shall be bound by those obligations and the restrictions.
- 3.2 The Housing Authority covenants with the National Park Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the Second Schedule.
- 3.3 The National Park Authority covenants with the Estate, the Owner, the Developer, and the Housing Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the Third Schedule.

MISCELLANEOUS

4. It is declared as follows:-
 - 4.1 The obligations in the Deed shall be enforceable in accordance with the provisions of Section 106 (3) of the Act.

- 4.2 The expressions “National Park Authority” and “Housing Authority” shall include their successor(s) to their statutory functions and the expressions “Estate” and “Owner” and “Developer” shall include their successors in title to the Land and any part thereof.
- 4.3 The parties to this Deed hereto covenant on behalf of themselves and their successors in title that 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.
- 4.4 The planning obligations contained in this Deed shall not become effective until the earliest date on which the following conditions are satisfied:-
 - (a) The Planning Permission has been granted; and
 - (b) save where otherwise stated in this Agreement the Commencement of Development occurs.
5. The covenants contained in this Deed shall not be enforceable against purchasers’ lessees or mortgagees of individual Open Market Dwellings or Statutory Undertakers with equipment or apparatus on the Land nor shall the covenants apply upon the exercise of its power of sale by a mortgagee of an Affordable Housing Unit or the sale by a receiver of such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order **PROVIDED ALWAYS** that any such mortgagee must be a body corporate registered with and regulated by the Prudential Regulation Authority (or any successor body whose function is to regulate mortgages and loans)..
6. This Deed shall have effect as from the date specified in clause 4.4 until discharged but shall cease to have effect if the Planning Permission shall lapse or expire or be revoked or modified without the consent of the Developer or for any reason cease to have effect before the Commencement of Development.
7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed.
8. This Deed is a Local Land Charge and shall be registered as such.
9. This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
10. In the event that the Estate or the Owner or the Developer fails to make payment in accordance with their obligations set out in this Deed they shall pay Interest on the sum due from the date it becomes payable until actual payment thereof.

11. Any notice agreement consent or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.
12. The address for service of any such notice consent or approval as aforesaid shall be the parties' addresses stated in the parties' clause of this Agreement.
13. 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.
14. The Estate/the Owner shall pay to the National Park Authority prior to the completion of this Agreement £1480 (one thousand four hundred and eighty pounds) being the reasonable legal costs of the National Park Authority incurred in the negotiation, preparation and execution of this Agreement.

DISPUTE PROVISIONS

- 15.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after the conclusion of any hearing that takes place or twenty eight working days after he has received any file or written representation.
- 15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

TRUSTEE LIMITATION OF LIABILITY

16. Any liability of the Estate or the Owner arising out of this Agreement shall be limited in amount to the realisable value of the assets of the Trustees of the Quarry Trust or the Lady Feversham Settlement (Patrick Duncombe Trust) as the case may be in their possession from time to time.

INDEMNITY

17. The Developer will keep the Estate and the Owner indemnified against all liabilities proceedings costs claims demands and expenses and any other liabilities whatsoever arising under this Agreement included but not limited to any breach of planning obligation contained in this Agreement and any planning condition attached to the Planning Permission including any irrecoverable Value Added Tax thereon provided always that this indemnity shall only apply if the Developer or their successors or assignees Commence Development on the Land or any part thereof and shall only apply with effect from the date of Commencement of Development.

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

FIRST SCHEDULE

(Covenants by the Estate/Owner)

AFFORDABLE HOUSING UNITS

- 1.1 to build the Affordable Housing Units in accordance with the Planning Permission.
- 1.2 Within 3 months of the Practical Completion of the Social Rented Dwellings to use reasonable endeavours to transfer unencumbered freehold title of the Social Rented Dwellings to the Estate (or to the Owner or to a Registered Provider if directed to do so by the Estate) together with the Transfer Rights at the Social Rented Dwellings Price.
- 1.3 Within six months of Commencement of Development to place the Discounted Market Sale Units on the market at the Discounted Market Sale Units Price and to use reasonable endeavours to transfer unencumbered freehold title of the Discounted Market Sale Units to buyers with a Local Connection and in Housing Need at the Discounted Market Sale Units Price together with the Transfer Rights and subject to the Discounted Market Sale Restrictions.
- 1.4 Not permit the Occupation of more than 31 Open Market Dwellings on the Land until all of the Affordable Housing Units have reached Practical Completion.
- 1.5 Not to allow the Occupation of the Social Rented Dwellings other than in accordance with the Letting Procedure
- 1.6 Not to allow the Occupation of any Affordable Housing Unit other than by an Occupier who has a Local Connection immediately prior to Occupation
- 1.7 Not to allow the Occupation of any Affordable Housing Unit other than by an Occupier who is in Housing Need immediately prior to Occupation

FOOTPATH NETWORK CONTRIBUTION

- 2 To pay the Footpath Network Contribution to the National Park Authority within 28 days of the Commencement of Development.

SECOND SCHEDULE
(Covenants by the Housing Authority)

OCCUPATION OF AFFORDABLE HOUSING UNITS

1. Not to allow the Occupation of any of the Social Rented Dwellings other than:
 - (a) in accordance with the Letting Procedure; and
 - (b) by an Occupier who has a Local Connection prior to Occupation; and
 - (c) by an Occupier who is in Housing Need prior to Occupation.

THIRD SCHEDULE

(Covenants by the National Park Authority)

Footpath Network Contribution

1. To ensure that the Footpath Network Contribution is used towards extensions and improvements to the existing footpath network in the vicinity of Carlton Lane and Swanland Road Helmsley, the need for which directly arises from the Development and for no other purpose **PROVIDING ALWAYS** that if all or any part of Footpath Network Contribution remains unexpended on a date being 5 years after the date of payment the National Park Authority (or the County Council as the case may be) shall return all and any unexpended sums to the party who paid the Open Space Contribution or their nominee within 14 days of such date occurring.

Discharge of Obligations

2. At the written request of the Estate, the Owner or the Developer the National Park Authority shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Detail of Expenditure

3. As and when the Footpath Network Contribution is utilised and spent in accordance with the provisions of this Agreement to provide to the Developer appropriate detail and evidence of such expenditure incurred.

FOURTH SCHEDULE

(Letting Procedure)

To be followed by the Owner of the Social Rented Dwellings and the Housing Authority

1. When any of the Social Rented Dwellings are available for Occupation to give the National Park Authority and the Housing Authority's housing services manager not less than twenty working days' notice in writing of the availability and shall supply to the National Park Authority and the Housing Authority's housing services manager for approval a copy of the proposed assured tenancy agreement which any proposed Occupier will be required to enter into.
2. To supply to the National Park Authority and the Housing Authority's housing services manager a copy of any notice served on any Occupier seeking possession of that Social Rented Dwelling under the terms of the Housing Act 1988, within seven working days of the date of service of the notice on the Occupier.
3. To supply to the National Park Authority and the Housing Authority's housing services manager a certified copy of the assured tenancy agreement entered into by any Occupier, together with the sum of £50.00 plus VAT to the Housing Authority's housing services manager to cover the Housing Authority's administrative cost, both within seven working days of the date of the assured tenancy agreement.
4. To pay to the Housing Authority on each anniversary of the date of the first assured tenancy agreement the sum of £50.00 plus VAT to cover the Housing Authority's administrative cost.
5. Within seven days of receipt of a notice referred to paragraphs 1 or 2 of this Schedule the Housing Authority shall advertise the available property through Choice Based Lettings.
6. The Housing Authority will select an Occupier on behalf of the Estate or Owner in accordance with the North Yorkshire Common Allocation Policy or its successor policy. The selected Occupier must comply with the Local Connection criteria and be in Housing Need.
7. Not to require any rent deposit and will require no more than one week's rent in advance from any Occupier.
8. Any costs incurred by the Estate or Owner in carrying out reference checks or otherwise on prospective Occupiers must be borne by the Estate or Owner.

FIFTH SCHEDULE
(Discounted Market Sale Restrictions)

1. No Discounted Market Sale Unit shall be Occupied following the first or any subsequent sale thereof unless:-

1.1 The sale price for the Discounted Market Sale Unit on the first sale is a maximum of £140,000 (one hundred and forty thousand pounds) and any subsequent sale is no more than the Discounted Market Sale Unit Price;

1.2 The transferee shall send to the Housing Authority (marked for the attention of the housing services manager) within 14 (fourteen) days of completion of the transfer of each Discounted Market Sale notice stating the total price paid;

1.3 Every Discounted Market Sale Unit shall be subject to a restriction to be entered in the Proprietorship Register at the Land Registry in the following terms (subject to any amendment therefore required by the Land Registry and agreement between the parties hereto):

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponent or the disponentee that the provisions of the Fifth Schedule of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 and dated [] containing planning obligations relating to land at Swanland Road Helmsley between (1) North York Moors National Park Authority (2) The Honourable Jake Barnaby Duncombe Bond Dickinson (Trust Corporation) Limited and Thomas Norcliffe Howard-Vyse (3) Philip Brendan Aldridge and Bond Dickinson (Trust Corporation) Limited (4) Wharfedale Homes Limited (5) Ryedale District Council have been complied with”

1.4 A copy of the relevant restriction and the certificate referred to therein has been supplied to the Housing Authority (marked for the attention of the housing services manager) on each such disposition of a Discounted Market Sale Unit.

1.5 The Occupier:

- a) has a Local Connection immediately prior to Occupation
- b) is in Housing Need immediately prior to Occupation and has written confirmation in advance from the Housing Authority to confirm this

- c) is not in arrears in respect of any other mortgages or tenancy agreement relating to any other properties
- d) is not in material breach of any tenancy agreements on any other properties
- e) has no legal or beneficial interest in any other properties

1.6 The Discounted Market Sales Unit is used:

- a) as a principal home by the Occupier and their immediate family
- b) is not let
- c) is purchased with mortgage assistance, or other such funding which is approved by the Housing Authority

SIXTH SCHEDULE

Part I

LOCAL CONNECTION CRITERIA

An Occupier of an Affordable Housing Unit;

- i) must have been ordinarily resident or in Full Time Employment in the Parish of Helmsley for at least five years immediately prior to occupation, or failing that following a period of marketing of the Affordable Housing Unit of 28 days ;
- ii) be Ordinarily resident or in Full Time Employment in the Parish of Helmsley for at least five years within the last ten years immediately prior to Occupation, or failing that ;
- iii) have parents, children or siblings who have been (and remain) ordinarily resident within the Parish of Helmsley for at least five years immediately prior to occupation; or failing that ;
- iv) be a head of household permanently resident within the household who is in Full Time Employment in an already established business within the Parish of Helmsley subject to that employment being the main or sole employment within the household, or failing that ;
- v) satisfy the hierarchy (in order) in paragraphs i to iv above to include the Parishes of Pockley and Rievaulx; or failing that ;
- vi) satisfy the hierarchy (in order) in paragraphs i to iv above to include parishes of Sproxton, Beadlam and Nawton or failing that ;
- vii) satisfy the hierarchy (in order) in paragraphs i to iv above to include all parishes in the National Park that are also in the administrative area of the Housing Authority, or failing that ;
- viii) satisfy the hierarchy (in order) in paragraphs i to iv above to include the whole of the administrative area of the National Park and the Housing Authority
- viii) satisfy the hierarchy (in order) in paragraphs i to iv above to include the whole of the administrative area of the National Park and the Housing Authority or failing that following a period of marketing of the Affordable Housing Unit of 6 months;
- ix) satisfy the hierarchy (in order) in paragraphs i to iv above to include any neighbouring administrative areas in North Yorkshire.

Part II

HOUSING NEED

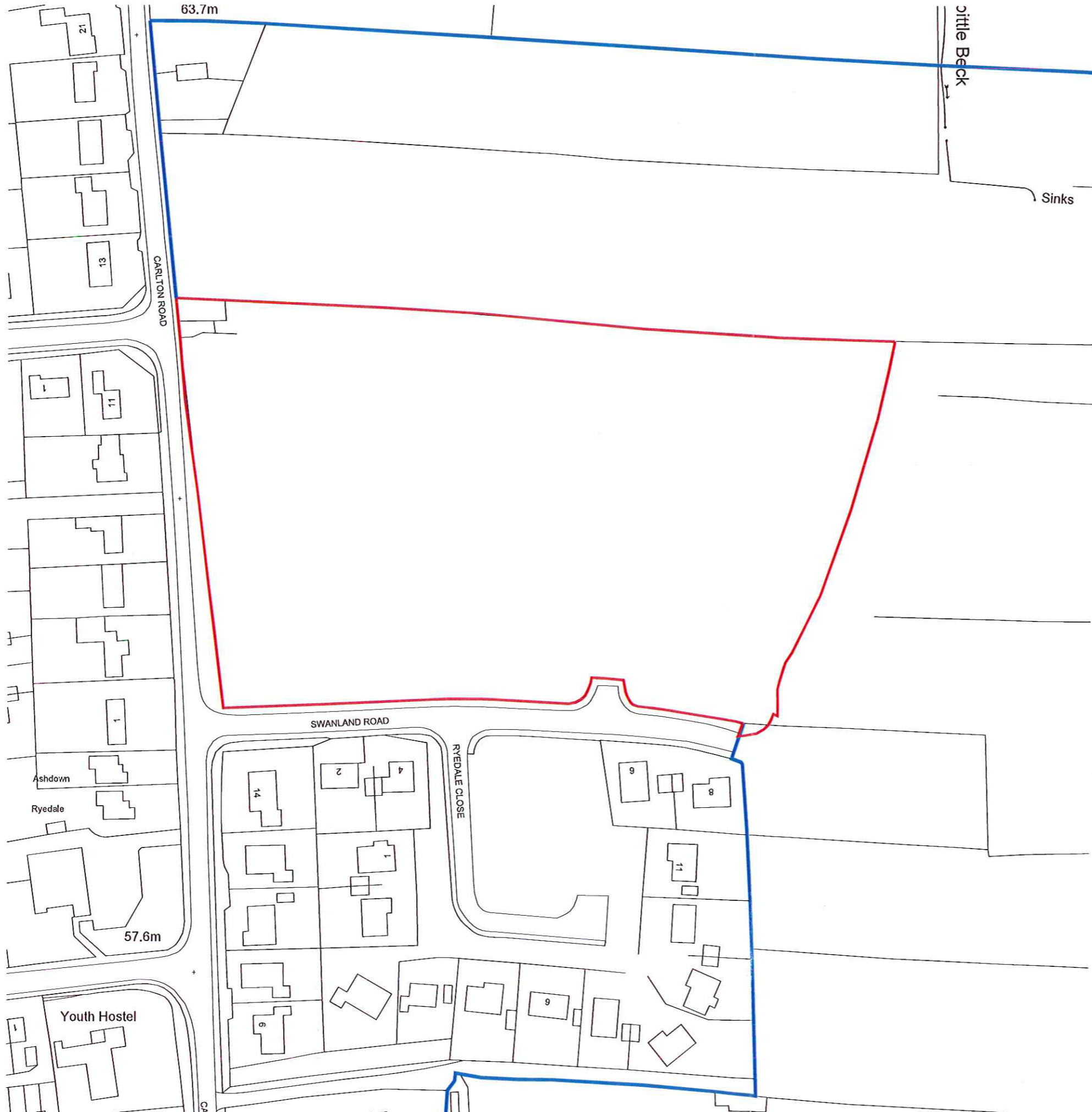
A person shall be deemed to be in housing need if,

- a. Their social and economic circumstances are such that they have difficulty securing accommodation on the open market, and
- b. If they or a member of their household:-

- i. is occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions; or
- ii. is living in accommodation which is temporary or occupied on insecure terms; or
- iii. needs to move to receive or provide care or support; or
- iv. is establishing a separate household; or
- v. needs to move to be able to take up or sustain permanent employment; or
- vi. is an existing tenant of a Registered Provider whose move will enable the optimum use of affordable housing stock.

SEVENTH SCHEDULE

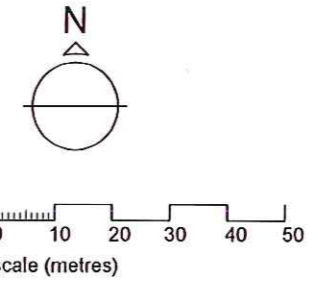
Plan



*For the purposes of Planning Consent the following applies to any copy of this drawing made by the Local Authority:
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Key

- Site Boundary
- Other land controlled by Applicant



Rev A Site Red Line Boundary amended

Issue Purpose: PLANNING APPLICATION

P+HS Architects
 The Old Station Station Road Stokesley TS9 7AB
 Queens House 34 Wellington Street Leeds LS1 2DE
 Studio 14 Blackstock Mews London N4 2BT
 01642 712684 0113 245 4332 0207 288 1232



www.pandhs.co.uk

Client	Wharfedale Homes Ltd	Issued From	Leeds
Project	Carlton Road, Helmsley	Date	August 2014
Title	Site Location Plan	Scale	1:1250 @ A3
		Drawn	JJS Auth BH

Drawing Number **2469 - D - 90 - 100 - A** Revision
 Do not scale from this drawing. Work to figured dimensions, and any discrepancy to be reported to the Architect.
 Refer to larger scale drawings where available. © P+HS Architects Limited
 Stage Identification: Design - D Construction - C

**THE COMMON SEAL OF
THE NATIONAL PARK AUTHORITY**

was affixed in the presence of:

Authorised Signatory

**EXECUTED AS DEED BY
THE HONOURABLE JAKE BARNABY DUNCOMBE**

In the presence of:

Witness signature

Name

Address

STEFANIE GIBSON
GRODALE HOUSE
SAINT BT CRANGE
NEWTON UPON DAUNCLIFFE
PICKERING
YO15 8QQ

**EXECUTED AS DEED BY
BOND DICKINSON (TRUST CORPORATION) LIMITED**

acting by:

Authorised Signatory

Authorised Signatory

**EXECUTED AS DEED BY
THOMAS NORCLIFFE HOWARD-VYSE**

In the presence of:

Witness signature

Name

Address

MATTHEW ALLEN
7 GRANDISON RD
SW11 6LS

EXECUTED AS DEED BY SIMON ROGER KIRKUP
as attorney for
PHILIP BRENDAN ALDRIDGE
Under a Power of Attorney dated 5 January 2016
In the presence of:

Witness signature

Name ANDREW JOHN PARQUHARSON

Address

BOND DICKINSON LLP
ONE TRINITY
BROAD CHARE
NEWCASTLE UPON TYNE
NE1 2HF

EXECUTED AS A DEED BY
WHARFEDALE HOMES LIMITED

by the signatures of Director & Director/Secretary

In the presence of:

Witness signature

Name

Address

SUSAN SMITH
T DEWAR CLOSE
COLLINGHAM
WETHERBY
LS22 5SR.

THE COMMON SEAL OF
RYEDALE DISTRICT COUNCIL

was affixed in the presence of:

Authorised Signatory

NPA part - 2 of 2

DATED 6 October 2016

NORTH YORK MOORS NATIONAL PARK AUTHORITY

AND

WHARFEDALE HOMES LIMITED

AND

**THE HONOURABLE JAKE BARNABY DUNCOMBE OF DUNCOMBE PARK ESTATE &
BOND DICKINSON (TRUST CORPORATION) LIMITED & THOMAS NORCLIFFE
HOWARD-VYSE**

AND

PHILIP BRENDAN ALDRIDGE & BOND DICKINSON (TRUST CORPORATION) LIMITED

AND

RYEDALE DISTRICT COUNCIL

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to the land
at Swanland Road Helmsley

Cowling Swift & Kitchin
8 Blake Street
York
YO1 8XJ
LAH/WHA0348

THIS DEED is made the 6th day of October 2016

BETWEEN:-

- (1) **NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York, YO62 5BP (“National Park Authority”); and
- (2) **THE HONOURABLE JAKE BARNABY DUNCOMBE** of Duncombe Park Estate Office, Helmsley, York, YO62 5EB and **BOND DICKINSON (TRUST CORPORATION) LIMITED** (company registration number 03255124) whose registered office is at 4 More, London Riverside, London SE1 2AU and **THOMAS NORCLIFFE HOWARD-VYSE** of 32 Ormiston Grove, London, W12 0JT (“Estate”); and
- (3) **PHILIP BRENDAN ALDRIDGE** of Cashmere House, 39 Bengal Drive, Cashmere, Christchurch, New Zealand and Crabtree Hall, Rievaulx, Helmsley, York, YO62 5LD & **BOND DICKINSON (TRUST CORPORATION) LIMITED** (company registration number 03255124) whose registered office is at 4 More, London Riverside, London SE1 2AU (“Owner”)
- (4) **WHARFEDALE HOMES LIMITED** (Company Number 02826209) whose registered office is at Unit 5 Whitfield Business Park, Manse Lane, Knaresborough, North Yorkshire, HG5 8BS (“Developer”); and
- (5) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Old Malton Road, Malton, North Yorkshire, YO17 7HH (“Housing Authority”)

WHEREAS

- A. The National Park Authority is the local planning authority for the purposes of this Deed for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- B. The Estate is registered at the Land Registry as proprietor of part of the Land with title absolute under Title Number NYK337585.
- C. The Owner is registered at the Land Registry as proprietor of part of the Land with title absolute under Title Number NYK337530.

- D. The Developer has an interest in the Land by way of an option agreement made between the Estate, the Owner and the Developer.
- E. The National Park Authority resolved on 19 February 2015 to grant planning permission for the Development subject to the making of this Deed without which Planning Permission would not be granted.
- F. The Estate, the Owner, the Developer and the Housing Authority by entering into this Deed do so to create planning obligations in favour of the National Park Authority pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements, conditions and stipulations hereinafter contained on the terms of this Deed.

NOW THIS DEED WITNESSES as follows:

- 1.1 In this Deed the following words and expressions shall where the context so requires have the following meanings:-

“Act” means the Town and Country Planning Act 1990 (as amended);

“Affordable Housing Units” means the Social Rented Dwellings and the Discounted Market Sale Units together or such alternative plots as may be agreed in writing between the Estate, the Developer, the Owner, the Housing Authority and the National Park Authority (such agreement not to be unreasonably withheld or delayed) to be constructed in accordance with the Planning Permission;

“Choice Based Lettings” means the North Yorkshire Home Choice Based Lettings Partnership;

“Commencement of Development” means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56 of the Act Save That the term *“material operation”* shall not include operations in connection with any work or

associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compound erection of fencing to the site boundary laying of any service media and the formation of an access road to the Land from Swanland Road and associated work and reference to "Commence Development" and "Commencement of Development" shall be construed accordingly;

"County Council"

means North Yorkshire County Council of County Hall, Northallerton, North Yorkshire, DL7 8AD is the body responsible for statutory functions in respect of highways matters for the area within which the Land is situated or such statutory authority as shall succeed it;

"Development"

means the residential development to be carried out on the Land pursuant to the Planning Permission;

"Discounted Market Sale Restrictions"

Means the restrictions set out in the Fifth Schedule which are intended to bind the Discounted Market Sale Units in perpetuity (save as set out in clause 5 of this agreement)

"Discounted Market Sale Units"

means 6no two bedroom dwellings being Plots 8 and 38 to 42 of and forming part of the Development and to be made available at the Discounted Market Sale Units Price

"Discounted Market Sale Unit Price"

means Market Value with a discount of 30% (thirty percent) provided that the first sale of each unit following construction shall not exceed £140,000 (one hundred and forty thousand pounds)

"Dwelling"

means a residential unit that may be built on the Land as part of the Development and reference to "Dwellings" shall be construed accordingly;

- “Footpath Network Contribution”** means the sum of £5,000 (five thousand pounds) (Index Linked) to be paid by the Estate/the Owner to the National Park Authority towards extensions and improvements to the existing footpath network in the vicinity of Carlton Lane and Swanland Road Helmsley, the need for which directly arises from the Development
- “Full Time Employment”** means the main or sole employment of at least 30 hours each week;
- “Homes and Communities Agency”** means the Homes and Communities Agency or the Tenant Services Authority as may be applicable or any bodies undertaking the existing functions of the Homes and Communities Agency with the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
- “Housing Need”** means the housing need criteria set out in Part II of the Sixth Schedule;
- “Index”** Means the 12 month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;

“Index Linked”	means such increase or decrease to sums payable pro-rata per diem from the date of this Agreement until such date that payment of the sum is made based upon the difference between the index at the date of this Agreement and the index at the date of payment;
“Interest”	Means interest at the rate of 2% above the base lending rate of the Bank of England in force for the period when interest is payable;
“Land”	means the land at Swanland Road, Helmsley, contained in title numbers NYK337530 and NYK337585 and which is shown edged red on the Plan for the purposes of identification only;
“Letting Procedure”	means the procedure for letting the Social Rented Dwellings set out in the Fourth Schedule;
“Local Connection”	means the local connection criteria set out in Part I of the Sixth Schedule;
“Market Value”	means the estimated amount for which a relevant Dwelling should exchange on the open market at the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;
“North Yorkshire Common Allocation Policy”	means the shared set of rules on how affordable dwellings will be advertised and let providing consistency between all partner landlords signed up to the North Yorkshire Home Choice Based Lettings Partnership (or its successor);
“Occupation” and “Occupier”	means the occupation of a Dwelling for the purposes permitted by the Planning Permission but not

including temporary occupation by persons legitimately engaged in the construction and fitting out of the Dwelling, and "Occupied" and "Occupation" shall be construed accordingly and those individuals undertaking such beneficial Occupation shall be herein referred to as an Occupier;

"Open Market Dwelling"

means a Dwelling that is built on the Land as part of the Development which is not an Affordable Housing Unit and reference to "Open Market Dwellings" shall be construed accordingly;

"Plan"

means the plan attached to this Deed at the Seventh Schedule;

"Planning Application"

means the application for change of use of land and construction of 60 no Dwellings (36 no open market and 24 no Affordable Housing Units) with associated garages, parking, access and landscaping works with reference NYM/2014/0808/FL submitted by the Developer to the National Park Authority (and shall include any variations thereto);

"Planning Permission"

means the planning permission issued by the National Park Authority for the Development pursuant to the Planning Application (and any variations thereto);

"Practical Completion"

means the issue of a certificate(s) of practical completion in relation to a Dwelling by an architect or such other person who has been supervising the Development;

"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 Homes and Communities Agency for receipt of social housing grant as approved by the National Park Authority and the Housing Authority;

“Social Rent”

means a rent which is comparable to the average rents charged in the Housing Authority’s administrative area by Registered Providers for properties of an equivalent type, age and floor area to the Social Rented Dwellings which sum shall be agreed for lettings between the Estate and the Housing Authority housing services manager in accordance with target rents published by the Homes and Communities Agency at the time and thereafter any increases or decreases shall be in accordance with the Homes and Communities Agency’s guidance at the time and approved in writing by the Housing Authority;

“Social Rented Dwellings”

means the 18no dwellings being Plots 9-15, 27-32 and 43-47 of and forming part of the Development to be let in accordance with the Letting Procedure

“Social Rented Dwellings Price ”

Means £52,000 (fifty two thousand pounds) for each one-bed Social Rented Dwelling and £65,000 (sixty five thousand pounds) for each two-bed Social Rented Dwelling;

“Transfer Rights”

means

- Rights of access from the public highway to the boundary of the Affordable Housing Unit and (if appropriate) with such access road or roads constructed to base course tarmac level to be maintained by the Estate/the Owner until adoption as highway maintainable at the public expense;

- a Section 38 Highways Act 1980 Agreement relating to access roads and footpaths from the public highway to the Affordable Housing Unit (if applicable);
- foul and surface water sewers constructed to the requirements of the local sewerage undertaker ready for use at a depth and capacity sufficient to serve the Affordable Housing Unit and connection to foul and surface water sewers maintainable at public expense and maintained by the Estate until adopted as sewers maintainable at public expense;
- a Section 104 Water Industry Act 1991 Agreement relating to such sewers (if appropriate),
- supplies of services of water gas electricity and telephone up to the boundary of the Affordable Housing Unit; and
- adequate provision for easements and other like rights to be granted or reserved by the parties as are necessary to ensure the practicable efficient and economical development of the Affordable Housing Unit and the remainder of the Land and to comply with the requirements of all public authorities and statutory undertakers;

CONSTRUCTION OF THIS DEED

1.2 For the purposes of this Deed the singular includes the plural and vice versa.

- 1.3 The expression "person" means any person, firm, authority or company or other legal entity.
- 1.4 Unless otherwise stated, references to clause numbers are references to the clauses in this Deed.
- 1.5 Unless otherwise stated, references to schedules and paragraph numbers are references to the schedules and paragraphs of schedules in this Deed.
- 1.6 Any covenant by the Estate, the Owner and the Developer not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

LEGAL BASIS

2. This Deed is a planning obligation made pursuant to Section 106 of the Act and all other powers so enabling and may be enforced by the National Park Authority against the Estate, the Owner, the Developer, and the Housing Authority and, where the obligation binds their land, any persons deriving title from them.

PARTIES COVENANTS

- 3.1 The Estate/the Owner covenant with the National Park Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the First Schedule and that all the interest which the Estate and the Owner has in the Land shall be subject to those obligations and restrictions and the Developer and the Housing Authority acknowledge that the Land shall be bound by those obligations and the restrictions.
- 3.2 The Housing Authority covenants with the National Park Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the Second Schedule.
- 3.3 The National Park Authority covenants with the Estate, the Owner, the Developer, and the Housing Authority to use reasonable endeavours to perform the obligations and observe the restrictions specified in the Third Schedule.

MISCELLANEOUS

4. It is declared as follows:-
 - 4.1 The obligations in the Deed shall be enforceable in accordance with the provisions of Section 106 (3) of the Act.
 - 4.2 The expressions "National Park Authority" and "Housing Authority" shall include their successor(s) to their statutory functions and the expressions "Estate" and "Owner" and "Developer" shall include their successors in title to the Land and any part thereof.

- 4.3 The parties to this Deed hereto covenant on behalf of themselves and their successors in title that 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.
- 4.4 The planning obligations contained in this Deed shall not become effective until the earliest date on which the following conditions are satisfied:-
- (a) The Planning Permission has been granted; and
 - (b) save where otherwise stated in this Agreement the Commencement of Development occurs.
5. The covenants contained in this Deed shall not be enforceable against purchasers' lessees or mortgagees of individual Open Market Dwellings or Statutory Undertakers with equipment or apparatus on the Land nor shall the covenants apply upon the exercise of its power of sale by a mortgagee of an Affordable Housing Unit or the sale by a receiver of such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a Court Order **PROVIDED ALWAYS** that any such mortgagee must be a body corporate registered with and regulated by the Prudential Regulation Authority (or any successor body whose function is to regulate mortgages and loans)..
6. This Deed shall have effect as from the date specified in clause 4.4 until discharged but shall cease to have effect if the Planning Permission shall lapse or expire or be revoked or modified without the consent of the Developer or for any reason cease to have effect before the Commencement of Development.
7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed.
8. This Deed is a Local Land Charge and shall be registered as such.
9. This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
10. In the event that the Estate or the Owner or the Developer fails to make payment in accordance with their obligations set out in this Deed they shall pay Interest on the sum due from the date it becomes payable until actual payment thereof.
11. Any notice agreement consent or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.

12. The address for service of any such notice consent or approval as aforesaid shall be the parties' addresses stated in the parties' clause of this Agreement.
13. 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.
14. The Estate/the Owner shall pay to the National Park Authority prior to the completion of this Agreement £1480 (one thousand four hundred and eighty pounds) being the reasonable legal costs of the National Park Authority incurred in the negotiation, preparation and execution of this Agreement.

DISPUTE PROVISIONS

- 15.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after the conclusion of any hearing that takes place or twenty eight working days after he has received any file or written representation.

- 15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

TRUSTEE LIMITATION OF LIABILITY

16. Any liability of the Estate or the Owner arising out of this Agreement shall be limited in amount to the realisable value of the assets of the Trustees of the Quarry Trust or the Lady Feversham Settlement (Patrick Duncombe Trust) as the case may be in their possession from time to time.

INDEMNITY

17. The Developer will keep the Estate and the Owner indemnified against all liabilities proceedings costs claims demands and expenses and any other liabilities whatsoever arising under this Agreement included but not limited to any breach of planning obligation contained in this Agreement and any planning condition attached to the Planning Permission including any irrecoverable Value Added Tax thereon provided always that this indemnity shall only apply if the Developer or their successors or assignees Commence Development on the Land or any part thereof and shall only apply with effect from the date of Commencement of Development.

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

FIRST SCHEDULE
(Covenants by the Estate/Owner)

AFFORDABLE HOUSING UNITS

- 1.1 to build the Affordable Housing Units in accordance with the Planning Permission.
- 1.2 Within 3 months of the Practical Completion of the Social Rented Dwellings to use reasonable endeavours to transfer unencumbered freehold title of the Social Rented Dwellings to the Estate (or to the Owner or to a Registered Provider if directed to do so by the Estate) together with the Transfer Rights at the Social Rented Dwellings Price.
- 1.3 Within six months of Commencement of Development to place the Discounted Market Sale Units on the market at the Discounted Market Sale Units Price and to use reasonable endeavours to transfer unencumbered freehold title of the Discounted Market Sale Units to buyers with a Local Connection and in Housing Need at the Discounted Market Sale Units Price together with the Transfer Rights and subject to the Discounted Market Sale Restrictions.
- 1.4 Not permit the Occupation of more than 31 Open Market Dwellings on the Land until all of the Affordable Housing Units have reached Practical Completion.
- 1.5 Not to allow the Occupation of the Social Rented Dwellings other than in accordance with the Letting Procedure
- 1.6 Not to allow the Occupation of any Affordable Housing Unit other than by an Occupier who has a Local Connection immediately prior to Occupation
- 1.7 Not to allow the Occupation of any Affordable Housing Unit other than by an Occupier who is in Housing Need immediately prior to Occupation

FOOTPATH NETWORK CONTRIBUTION

- 2 To pay the Footpath Network Contribution to the National Park Authority within 28 days of the Commencement of Development.

SECOND SCHEDULE
(Covenants by the Housing Authority)

OCCUPATION OF AFFORDABLE HOUSING UNITS

1. Not to allow the Occupation of any of the Social Rented Dwellings other than:
 - (a) in accordance with the Letting Procedure; and
 - (b) by an Occupier who has a Local Connection prior to Occupation; and
 - (c) by an Occupier who is in Housing Need prior to Occupation.

THIRD SCHEDULE

(Covenants by the National Park Authority)

Footpath Network Contribution

1. To ensure that the Footpath Network Contribution is used towards extensions and improvements to the existing footpath network in the vicinity of Carlton Lane and Swanland Road Helmsley, the need for which directly arises from the Development and for no other purpose **PROVIDING ALWAYS** that if all or any part of Footpath Network Contribution remains unexpended on a date being 5 years after the date of payment the National Park Authority (or the County Council as the case may be) shall return all and any unexpended sums to the party who paid the Open Space Contribution or their nominee within 14 days of such date occurring.

Discharge of Obligations

2. At the written request of the Estate, the Owner or the Developer the National Park Authority shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Detail of Expenditure

3. As and when the Footpath Network Contribution is utilised and spent in accordance with the provisions of this Agreement to provide to the Developer appropriate detail and evidence of such expenditure incurred.

FOURTH SCHEDULE

(Letting Procedure)

To be followed by the Owner of the Social Rented Dwellings and the Housing Authority

1. When any of the Social Rented Dwellings are available for Occupation to give the National Park Authority and the Housing Authority's housing services manager not less than twenty working days' notice in writing of the availability and shall supply to the National Park Authority and the Housing Authority's housing services manager for approval a copy of the proposed assured tenancy agreement which any proposed Occupier will be required to enter into.
2. To supply to the National Park Authority and the Housing Authority's housing services manager a copy of any notice served on any Occupier seeking possession of that Social Rented Dwelling under the terms of the Housing Act 1988, within seven working days of the date of service of the notice on the Occupier.
3. To supply to the National Park Authority and the Housing Authority's housing services manager a certified copy of the assured tenancy agreement entered into by any Occupier, together with the sum of £50.00 plus VAT to the Housing Authority's housing services manager to cover the Housing Authority's administrative cost, both within seven working days of the date of the assured tenancy agreement.
4. To pay to the Housing Authority on each anniversary of the date of the first assured tenancy agreement the sum of £50.00 plus VAT to cover the Housing Authority's administrative cost.
5. Within seven days of receipt of a notice referred to paragraphs 1 or 2 of this Schedule the Housing Authority shall advertise the available property through Choice Based Lettings.
6. The Housing Authority will select an Occupier on behalf of the Estate or Owner in accordance with the North Yorkshire Common Allocation Policy or its successor policy. The selected Occupier must comply with the Local Connection criteria and be in Housing Need.
7. Not to require any rent deposit and will require no more than one week's rent in advance from any Occupier.
8. Any costs incurred by the Estate or Owner in carrying out reference checks or otherwise on prospective Occupiers must be borne by the Estate or Owner.

FIFTH SCHEDULE
(Discounted Market Sale Restrictions)

1. No Discounted Market Sale Unit shall be Occupied following the first or any subsequent sale thereof unless:-

1.1 The sale price for the Discounted Market Sale Unit on the first sale is a maximum of £140,000 (one hundred and forty thousand pounds) and any subsequent sale is no more than the Discounted Market Sale Unit Price;

1.2 The transferee shall send to the Housing Authority (marked for the attention of the housing services manager) within 14 (fourteen) days of completion of the transfer of each Discounted Market Sale notice stating the total price paid;

1.3 Every Discounted Market Sale Unit shall be subject to a restriction to be entered in the Proprietorship Register at the Land Registry in the following terms (subject to any amendment therefore required by the Land Registry and agreement between the parties hereto):

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponent or the disponentee that the provisions of the Fifth Schedule of an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 and dated [] containing planning obligations relating to land at Swanland Road Helmsley between (1) North York Moors National Park Authority (2) The Honourable Jake Barnaby Duncombe Bond Dickinson (Trust Corporation) Limited and Thomas Norcliffe Howard-Vyse (3) Philip Brendan Aldridge and Bond Dickinson (Trust Corporation) Limited (4) Wharfedale Homes Limited (5) Ryedale District Council have been complied with”

1.4 A copy of the relevant restriction and the certificate referred to therein has been supplied to the Housing Authority (marked for the attention of the housing services manager) on each such disposition of a Discounted Market Sale Unit.

1.5 The Occupier:

- a) has a Local Connection immediately prior to Occupation
- b) is in Housing Need immediately prior to Occupation and has written confirmation in advance from the Housing Authority to confirm this

- c) is not in arrears in respect of any other mortgages or tenancy agreement relating to any other properties
- d) is not in material breach of any tenancy agreements on any other properties
- e) has no legal or beneficial interest in any other properties

1.6 The Discounted Market Sales Unit is used:

- a) as a principal home by the Occupier and their immediate family
- b) is not let
- c) is purchased with mortgage assistance, or other such funding which is approved by the Housing Authority

SIXTH SCHEDULE

Part I

LOCAL CONNECTION CRITERIA

An Occupier of an Affordable Housing Unit;

- i) must have been ordinarily resident or in Full Time Employment in the Parish of Helmsley for at least five years immediately prior to occupation, or failing that following a period of marketing of the Affordable Housing Unit of 28 days ;
- ii) be Ordinarily resident or in Full Time Employment in the Parish of Helmsley for at least five years within the last ten years immediately prior to Occupation, or failing that ;
- iii) have parents, children or siblings who have been (and remain) ordinarily resident within the Parish of Helmsley for at least five years immediately prior to occupation; or failing that ;
- iv) be a head of household permanently resident within the household who is in Full Time Employment in an already established business within the Parish of Helmsley subject to that employment being the main or sole employment within the household, or failing that ;
- v) satisfy the hierarchy (in order) in paragraphs i to iv above to include the Parishes of Pockley and Rievaulx; or failing that ;
- vi) satisfy the hierarchy (in order) in paragraphs i to iv above to include parishes of Sproxton, Beadlam and Nawton or failing that ;
- vii) satisfy the hierarchy (in order) in paragraphs i to iv above to include all parishes in the National Park that are also in the administrative area of the Housing Authority, or failing that ;
- viii) satisfy the hierarchy (in order) in paragraphs i to iv above to include the whole of the administrative area of the National Park and the Housing Authority
- viii) satisfy the hierarchy (in order) in paragraphs i to iv above to include the whole of the administrative area of the National Park and the Housing Authority or failing that following a period of marketing of the Affordable Housing Unit of 6 months;
- ix) satisfy the hierarchy (in order) in paragraphs i to iv above to include any neighbouring administrative areas in North Yorkshire.

Part II

HOUSING NEED

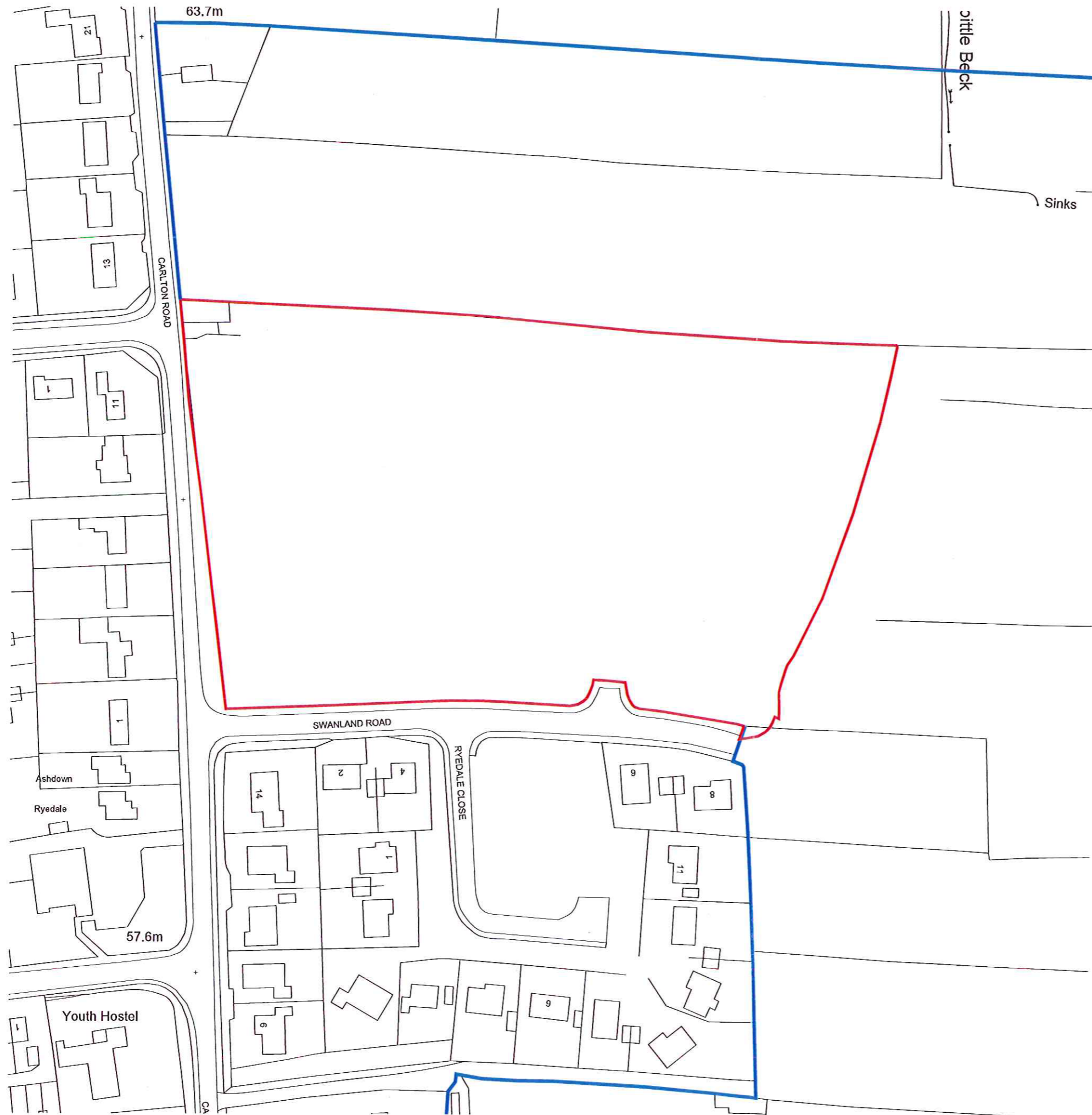
A person shall be deemed to be in housing need if,

- a. Their social and economic circumstances are such that they have difficulty securing accommodation on the open market, and
- b. If they or a member of their household:-

- i. is occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions; or
- ii. is living in accommodation which is temporary or occupied on insecure terms;
or
- iii. needs to move to receive or provide care or support; or
- iv. is establishing a separate household; or
- v. needs to move to be able to take up or sustain permanent employment; or
- vi. is an existing tenant of a Registered Provider whose move will enable the optimum use of affordable housing stock.

SEVENTH SCHEDULE

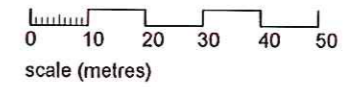
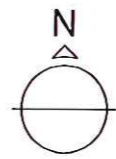
Plan



"For the purposes of Planning Consent the following applies to any copy of this drawing made by the Local Authority:
 This copy has been made by and with the authority of the person required to make the plan and drawing open to public inspection pursuant to Section 47 of the Copyright, Designs and Patents Act 1988. Unless that Act provides a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. If any copy is made under the authority only the whole drawing including the copyright holder's name and this notice, is to be copied."

Key

- Site Boundary
- Other land controlled by Applicant



Rev A Site Red Line Boundary amended

Issue Purpose: PLANNING APPLICATION

P+HS Architects
 The Old Station Station Road Stokesley TS9 7AB
 Queens House 34 Wellington Street Leeds LS1 2DE
 Studio 14 Blackstock Mews London N4 2BT
 01642 712684 0113 245 4332 0207 288 1232



www.pandhs.co.uk

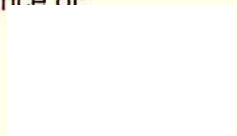
Client	Wharfedale Homes Ltd	Issued From	Leeds
Project	Carlton Road, Helmsley	Date	August 2014
Title	Site Location Plan	Scale	1:1250 @ A3
		Drawn	JJS Auth BH

Drawing Number	2469 - D - 90 - 100	Revision	A
Stage Identification:	Design - D Construction - C	Do not scale from this drawing. Work to figured dimensions, and any discrepancy to be reported to the Architect. Refer to larger scale drawings where available. © P+HS Architects Limited	

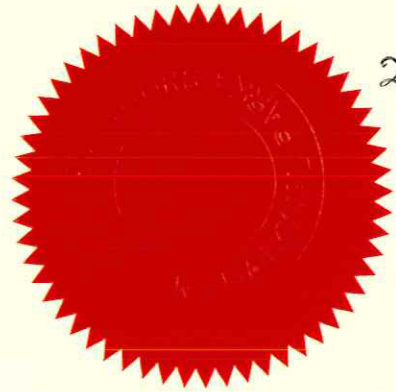
**THE COMMON SEAL OF
THE NATIONAL PARK AUTHORITY**

was affixed in the presence of:

Authorised Signatory



(RICHARD L SMITH)



2053

**EXECUTED AS DEED BY
THE HONOURABLE JAKE BARNABY DUNCOMBE**

In the presence of:

Witness signature

Name

Address

**EXECUTED AS DEED BY
BOND DICKINSON (TRUST CORPORATION) LIMITED**

acting by:

Authorised Signatory

Authorised Signatory

**EXECUTED AS DEED BY
THOMAS NORCLIFFE HOWARD-VYSE**

In the presence of:

Witness signature

Name

Address

**EXECUTED AS DEED BY
PHILIP BRENDAN ALDRIDGE**

In the presence of:

Witness signature

Name

Address

**EXECUTED AS A DEED BY
WHARFEDALE HOMES LIMITED**

by the signatures of Director & Director/Secretary

In the presence of:

Witness signature

Name

Address

**THE COMMON SEAL OF
RYEDALE DISTRICT COUNCIL**

was affixed in the presence of:

Authorised Signatory



Minute	934/82
Reg No.	6923
Initials	als