



Residential Development Land
Northallerton, North Yorkshire



Robin Jessop



Prime Edge of Town Residential Development Opportunity
Situated on Edge of the Market Town of Northallerton
For Sale as a Whole – Guide Price: £1 million
Full Planning Consent for the Development of 15 New Homes

- Site Extending to 1.15 Acres (0.465 Ha Approx)
- Strategically Located with Good Transport Links
- BNG Deliverable on-site
- Mix of Open Market & Affordable Houses

JOINT SELLING AGENTS WITH H&H LAND & ESTATES

Residential Development Land, Northallerton

SITUATION

Northallerton Town Centre 1 mile, Bedale 9 miles, Thirsk 9 miles, A1(M) Interchange at Leeming Bar 6 miles, Darlington 16 miles (all distances are approximate).

The site is attractively situated towards the northern edge of the popular and thriving market town of Northallerton. The site is therefore well placed in relation to the larger centres of Darlington, Teesside, Tyneside and York.

DESCRIPTION

The site extends to 1.15 acres (0.465 Ha) approx. The land is relatively level and offers the opportunity to create a small residential development, in line with the existing planning consent.

PLANNING

The site benefits from full planning consent granted on the 25th July 2025 for 11 open market dwellings and 4 affordable properties. Application No: ZB23/01280/FUL. The consent was granted subject to various conditions detailed in the Decision Notice.

LOCAL AUTHORITY

North Yorkshire Council, Civic Centre, Stone Cross, Northallerton, North Yorkshire DL6 2UU – 0300 1312131.

COMMUNITY INFRASTRUCTURE LEVY CHARGE (CIL) & AFFORDABLE HOUSING CONTRIBUTION

This site is subject to four affordable housing units plus the Community Infrastructure Levy.

GENERAL REMARKS AND STIPULATIONS

Viewing

Strictly by appointment with Robin Jessop Ltd – 01677 425950.

Tenure

The property is freehold and vacant possession will be given upon completion.

The title is registered with the Land Registry under Title No: NYK499088.

Services

Mains services including electric water, foul and surface water drainage are all believed to be available in the nearby public highway.

VAT

We understand that the property is NOT subject to VAT.

Boundaries

The Vendors will only sell such interest (if any) as they have in the boundary fences, ditches, walls and hedges etc and other boundaries separating this property from other properties not belonging to them.

Asbestos

With regards to any asbestos on the property, a detailed asbestos survey has not been carried out. On completion of the sale, it will be the responsibility of the Purchaser(s) to comply with the Control of the Asbestos Act at Work Regulations 2012.

Method of Sale

The property is being offered for sale initially by Private Treaty. We reserve the right to conclude the sale by any other means at our discretion.

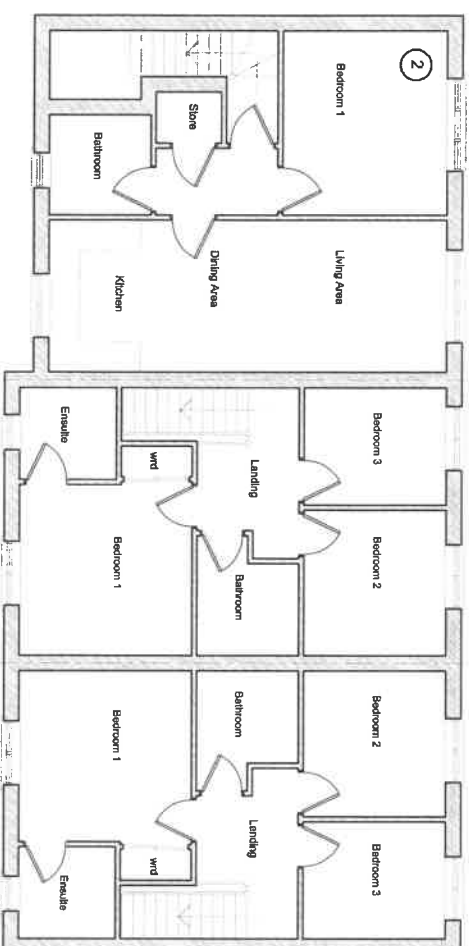
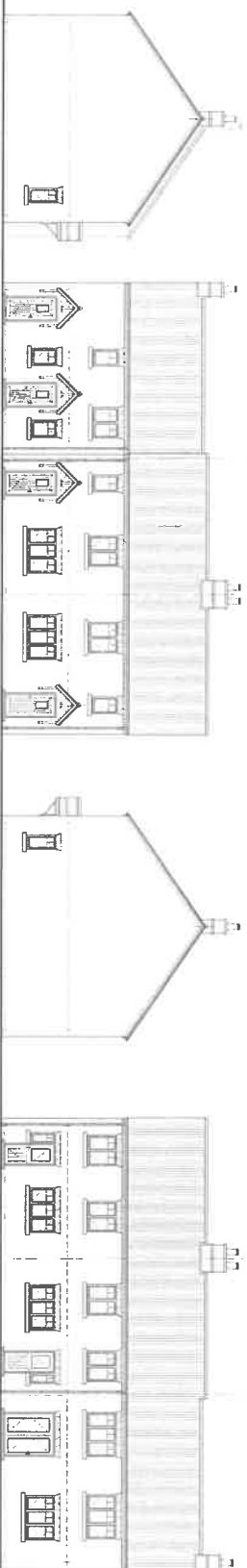
If after viewing the property you are seriously interested, then please register your interest with Andrew Dickins MRICS FAAV so that we can keep you informed of how we intend to conclude the sale.

Money Laundering Regulations

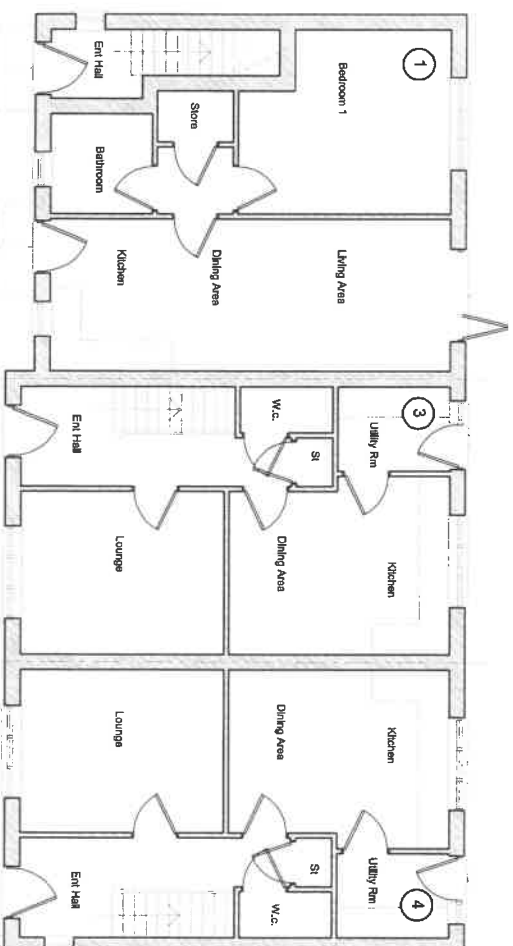
Prospective purchaser(s) should be aware that in the event that they are successful, they will be required to provide us with documents in accordance with Money Laundering Regulations. Once being photographic ID, that is to say a driving licence or passport and the other being a utility bill showing the current address. This will need to be provided personally in our office where we can take copies of both this and proof of funds which we also require to comply with Money Laundering Regulations.

PLEASE NOTE: SHOULD YOU REQUIRE ANY FURTHER INFORMATION, PLEASE CONTACT ANDREW DICKINS – 01677 425950 OR andrew@robinjessop.co.uk OR ROBERT JAUNEIKA – 07736 265808 robert.jauneika@hhlandestates.co.uk





Proposed First Floor Plan.

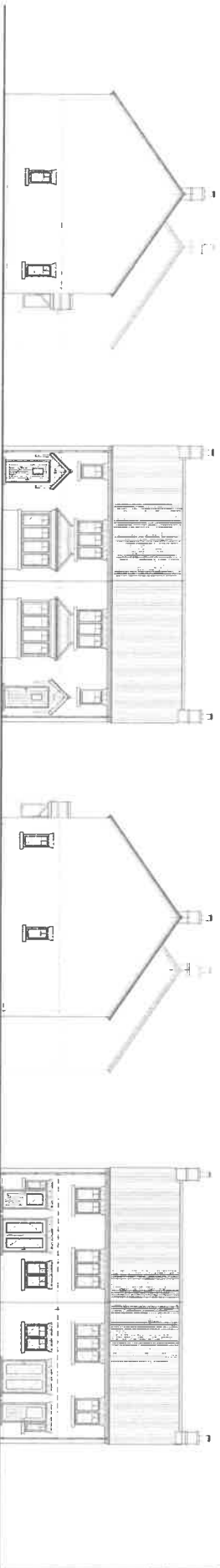


Proposed Ground Floor Plan.

NOTES

REVISIONS		
NO.	DATE	DESCRIPTION

[illegible]



Side.

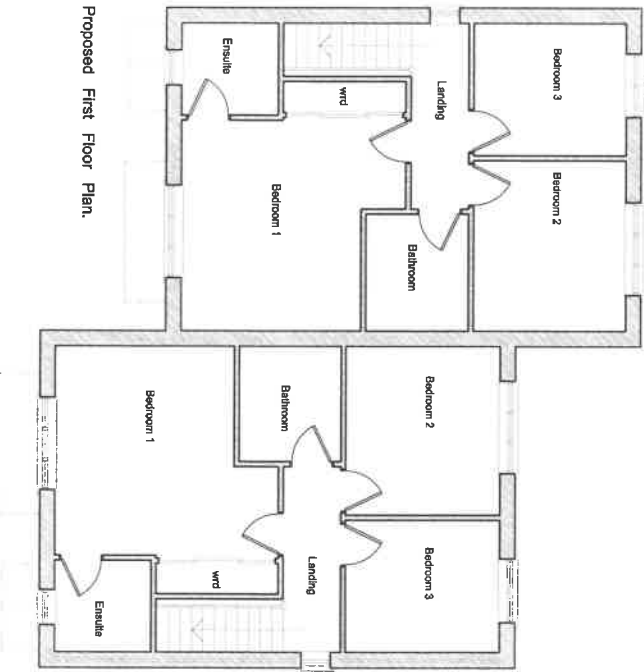
Front.

Side.

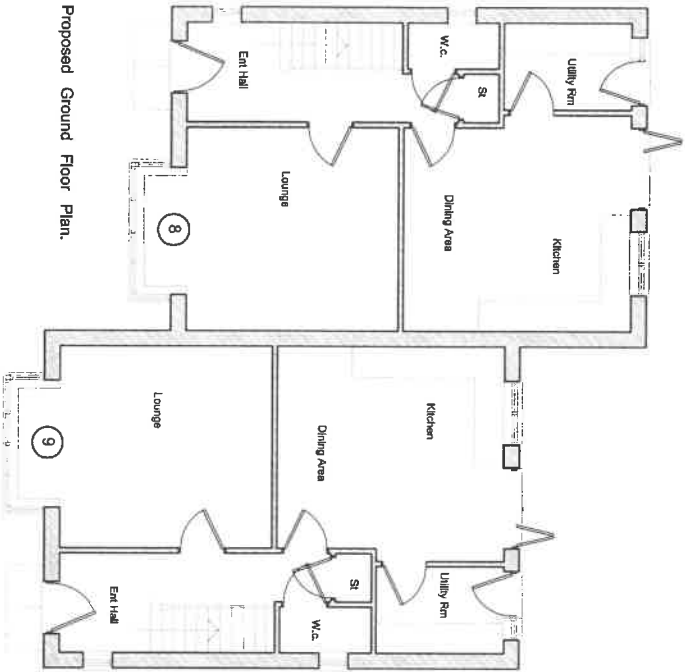
Rear.

NOTES	

REVISIONS	
NO.	DATE



Proposed First Floor Plan.



Proposed Ground Floor Plan.

Schedule of Accommodation:	
Market Sale:	
1 Bed House - 4 No.	
2 Bed House - 5 No.	
3 Bed House - 2 No.	
4 Bed House - 1 No.	
Total Market Sale: 12 No.	
Affordable:	
1 Bed House - 2 No.	
2 Bed House - 1 No.	
3 Bed House - 1 No.	
Total Affordable: 4 No.	
Site Total Dwellings: 16 No.	

PROJECT	
DESIGNER	
DATE	
SCALE	
REVISION	



Decision No ZB23/01280/FUL

Mr Jonathan Saddington
Ashburn House
84 Grange Road
Darlington
DL1 5NP

NOTICE OF DECISION

Application No. ZB23/01280/FUL

Date: 25th July 2025

TOWN AND COUNTRY PLANNING ACT 1990
PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990

PROPOSAL: Construction of 15 Dwellings, New Access Road and Associated Infrastructure (As Amended)
LOCATION: Land North West Of The Garth Darlington Road Northallerton North Yorkshire
APPLICANT: Mr A Race

North Yorkshire Council, being the Planning Authority for the purposes of the above application which was received on 19 June 2023, having considered the following policies:

Local Plan Policy S1: Sustainable Development Principles
Local Plan Policy S2: Strategic Priorities and Requirements
Local Plan Policy S3: Spatial Distribution
Local Plan Policy S7: The Historic Environment
Local Plan Policy HG2: Delivering the Right Type of Homes
Local Plan Policy HG3: Affordable Housing Requirements
Local Plan Policy HG5: Windfall Housing Development
Local Plan Policy E1: Design
Local Plan Policy E2: Amenity
Local Plan Policy E3: The Natural Environment
Local Plan Policy E4: Green Infrastructure
Local Plan Policy E5: Development Affecting Heritage Assets
Local Plan Policy E7: Hambleton's Landscapes
Local Plan Policy IC2: Transport and Accessibility
Local Plan Policy IC3: Open Space, Sport and Recreation
Local Plan Policy RM1: Water Quality, Supply and Foul Drainage
Local Plan Policy RM2: Flood Risk
Local Plan Policy RM3: Surface Water and Drainage Management
Local Plan Policy RM5: Ground Contamination and Groundwater Pollution
Housing Supplementary Planning Document adopted July 2022
National Planning Practice Guidance
National Planning Policy Framework

and taken into account the following reasons:

It is considered that the proposal would not cause significant harm or adverse impact on the appearance, character or setting of either the existing dwelling or the surrounding area and the proposed development accords with the requirements of all relevant Local Plan policies.

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including Local Plan Policies and the representations made and has subsequently determined that it is appropriate to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

have resolved that it should be **APPROVED**; subject to the following conditions:

1. The development shall be begun within 3 years of the date of this planning permission.
2. The development shall be undertaken in accordance with the following plans, received by North Yorkshire Council on 19.06.2023, 08.03.2024, 10.10.2024: a. Site Location Plan; b. Proposed Floor Plans and Elevations - Plots 1, 2, 3 and 4 (SCH1497 4 Rev.A); c. [Revised] Proposed Floor Plans and Elevations - Plots 5, 6 and 7 (SCH1497 5 Rev.B); d. Proposed Floor Plans and Elevations - Plots 8 and 9 (SCH1497 6 Rev.A); e. Proposed Floor Plans and Elevations - 10 and 11 (SCH1497 7 Rev.A); f. Proposed Floor Plans and Elevations - Plots 12, 13, 14 and 15 (SCH1497 8 Rev.A), g. 4.5mx83m/100m Visibility Splay Plan (5834-MJM-00-00-DR-D-6694 P03); h. Proposed Access Arrangement Plan (8534-MJM-00-00-DR-D-6690 P03), and i. [amended] Proposed Roof Plan (SCH1497 2 Rev.I).
3. Prior to the commencement of development and the formation of the access, full details of site and finished floor levels of all buildings shall be submitted to and approved by the Local Planning Authority. These levels shall be taken from a known, fixed, off-site datum point and shall include relevant levels of neighbouring residential and commercial buildings. The development shall be implemented in accordance with the approved levels.
4. No above ground construction work shall be undertaken until details of the materials to be used in the construction of the external surfaces of the development have been submitted in writing to the Local Planning Authority for approval and samples have been made available on the application site for inspection (and the Local Planning Authority have been advised that the materials are on site) and the materials have been approved in writing by the Local Planning Authority. The development shall be constructed of the approved materials in accordance with the approved method.
5. Before the development hereby approved is first occupied, details of a scheme of external lighting shall be submitted to and approved in writing by the Local Planning Authority. The details of the scheme shall demonstrate how the lighting will prevent impacts from light splay on boundary features and adjoining land/buildings that could potentially be used by commuting, foraging and roosting bats. The scheme shall be installed and operated in accordance with the approved details before the development is first brought into use and thereafter maintained, repaired and replaced as per the approved scheme for the lifetime of the development, unless otherwise agreed in writing by the Local Planning Authority.
6. Prior to the first occupation of any of the dwellings hereby approved, details of the bin storage (including recycling) facilities for the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include scaled drawings and the external materials of any external bin storage facilities proposed. The bin storage facilities shall be provided in accordance with the approved details prior to the first occupation of the development and thereafter maintained, repaired and replaced as per the approved facilities for the lifetime of the development, unless otherwise agreed in writing by the Local Planning Authority.

7. Prior to the provision of any water supply to the development, written confirmation shall be provided to the Local Planning Authority that all new dwellings shall comply with the Building Regulation for water efficiency (as set out in Approved Document G)
8. Above ground construction shall not be commenced until details relating to boundary walls, fences and other means of enclosure for all parts of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details, and thereafter maintained, repaired and replaced as per the approved facilities for the lifetime of the development, unless otherwise agreed in writing by the Local Planning Authority.
9. No development must commence until a site-specific Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The development must be undertaken in accordance with the approved Construction Management Plan. The scheme shall detail what steps shall be taken to mitigate the impacts from the emission of construction noise, dust, vibration and lighting from the site on existing noise sensitive premises throughout the construction phase(s) of the development, demonstrating the adoption and use of the best practicable means to reduce the effects. The plan shall include, but not be limited to: 1. Procedures for maintaining good public relations including complaint management, public consultation and liaison; 2. All works and ancillary operations which are audible at the site boundary, or at such other place as may be agreed with the Local Planning Authority, shall be carried out only between the following hours: a. 08:00 Hours and 18:00 Hours on Mondays to Fridays; b. 08:00 Hours and 13:00 Hours on Saturdays, and; c. at no time on Sundays and Bank Holidays; 3. Deliveries to and removal of plant, equipment, machinery and waste from the site must only take place within the permitted hours detailed above; 4. Mitigation measures as defined in BS 5228 1:2009+A1:2014 shall be used to minimise noise disturbance from construction works; 5. Procedures for emergency deviation of the agreed working hours; 6. Control measures for dust and other air-borne pollutants; and 7. Details of all external site lighting whether required for safe working and/or security purposes.
10. No development shall be commenced until a Phase 2 assessment of the risks posed by contamination, carried out in line with the Environment Agency's Procedures for Land Contamination Risk Management (LCRM), has been submitted to and approved by the Local Planning Authority. Once approved, the development shall be undertaken in accordance with any recommendation(s) and/or risk assessment within the Phase 2 assessment.
11. Where contamination is identified, prior to any site preparation work, a detailed remediation scheme to bring the site to a condition suitable for the intended use (by removing unacceptable risks to human health, buildings and other property and the natural and historical environment) must be prepared and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.
12. Prior to first occupation or use, the approved remediation scheme must be carried out in accordance with its terms and a verification report that demonstrates the effectiveness of the remediation carried out must be produced and is subject to the approval in writing of the Local Planning Authority.
13. In the event that unexpected contamination is found at any time when carrying out the approved development, it must be reported in writing immediately to the Local Planning

Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

14. The development shall be developed with separate systems of drainage for foul and surface water on and off site. The separate systems should extend to the points of approved discharge.
15. There shall be no piped discharge of surface water from the development prior to the completion of the approved surface water drainage scheme and works, details of which shall have been submitted to and approved by the Local Planning Authority. The submitted scheme/details shall be in accordance with the drainage principles and recommendations with the submitted amended Flood Risk Assessment (Revision 1; P01) and relevant appendices received by the Local Planning Authority on 14.06.2024, including details/information to confirm and/or demonstrate (as appropriate) the following: a. where discharge to public sewer is proposed: i. evidence that other means of surface water drainage have been properly considered and why they have been discounted with reference to the surface water drainage hierarchy; and, ii. the means of discharging to the public sewer network at a rate to not exceed a maximum of 3.5 litres per second, and b. that any surface water scheme involving attenuation/storage shall be able to accommodate a minimum of a 1-in-100 year event, plus a 45% allowance for climate change and a 10% allowance for urban creep for the lifetime of the development.
16. Once fully implemented, the approved surface water drainage scheme shall thereafter be maintained and managed for the lifetime of the development in accordance with the Surface Water Drainage Maintenance Plan at Appendix E of the submitted amended Flood Risk Assessment (Revision 1; P01), unless otherwise approved in writing by the Local Planning Authority.
17. The development shall be constructed to comply with the direction of surface water exceedance flows and mitigation as per the Exceedance Plan (8534-MJM-XX-00-DR-D-5202) at Appendix H of the submitted amended Flood Risk Assessment (Revision 1; P01), unless otherwise approved in writing by the Local Planning Authority.
18. No development shall take place until details of the proposed means of disposal of foul water drainage for the whole site, including details of any balancing works, off-site works and phasing of the necessary infrastructure, have been submitted to and approved by the Local Planning Authority. If sewage pumping is required from any part of the site, the peak pumped foul water discharge must not exceed 4.75 (four point seven five) litres per second. No dwellings shall be occupied or brought into use prior to completion of the approved foul drainage works.
19. Based on the ecological protection, mitigation and enhancement recommendations in section 4 (Conclusions and Recommendations) of the submitted [revised] Preliminary Ecological Appraisal & BNG Assessment (ref.1791; Rev.02) the development shall be undertaken in accordance with the following ecological procedures and requirements:
 - a. any works with the potential to affect bird nesting shall be undertaken outside the main bird nesting period of March to August (inclusive). If this is not possible, any such works undertaken within the bird nesting period shall be supervised by a suitably qualified ecologist. The supervising ecologist should advise all site personnel of the potential presence of nesting birds, their legal protection and the need to minimise disturbance of nesting birds. If active nests are present, they must be retained in situ undisturbed until the nests are no longer active.;
 - b. the dissemination of the recommended bat-related working procedures (at 4.4.1.5 of the aforementioned PEA & BNG Assessment) among all

construction personnel working on the development.; c .Excavations must not be left overnight unless securely covered or provided with an earth or timber ramp not less than 300 mm wide and no steeper than 45 degrees. Any excavations should be checked each morning before any works begin on the site to be checked for trapped animals.; d. Prior to the commencement of any above ground works, a Wildlife Enhancement Plan shall be submitted to and approved in writing by the Local Planning Authority that includes: i. the locations and manufacturer's specifications of a minimum of 8 House Sparrow artificial nesting boxes.; ii. the locations and manufacturer's specifications of a minimum of 8 artificial bat roosting brick. The approved Wildlife Enhancement Plan shall be implemented in accordance with the requirements of the relevant individual dwellings prior to their first occupation. Any nesting boxes or bricks that are removed, damaged or permanently blocked shall be replaced with a box or brick of the same or similar design within 3 months of its discovery.

20. Prior to the commencement of the development, details shall be submitted regarding the carbon savings and energy measures to be implemented within the development. The details shall demonstrate how all practical and viable measures to provide carbon savings, energy efficiency and to make prudent and efficient use of natural resources will be implemented. The development shall be undertaken in accordance with the approved details.
21. No site clearance, building work or delivery of materials shall occur until a Tree Protection Plan (TPP) and Arboricultural Method Statement (AMS) have been submitted to and agreed in writing by the Local Planning Authority. Unless stated otherwise, the TPP and AMS shall incorporate the pre and post-construction tree and hedgerow protection and maintenance measures recommended within the submitted Arboricultural Survey, Arboricultural Impact Assessment and Arboricultural Method Statement (Ref.ARB/AE/3070) and include details regarding: a. specifications and locations of protective fencing; b. . the location of any new utility runs; c. physical demarcation between retained trees and development areas; d. tree pruning and foundations, and e. location(s) for the storage of building materials. The development shall be undertaken in accordance with the approved TPP and AMS.
22. Prior to the first occupation of the approved dwelling within Plot 7 of the approved layout, the first floor window within the side (south-east-facing) elevation shall be installed with obscure glazing to a minimum obscurity level of level 4. Once installed, level 4 obscure glazing shall permanently remain in place within this window.
23. Prior to the first occupation of any of the dwellings hereby approved, details of secure cycle storage for the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include scaled drawings and the external materials of any external bin storage facilities proposed. The secure cycle storage shall be provided in accordance with the approved details prior to the first occupation of the development.
24. Except for investigative works, no excavation or other groundworks or the depositing of material on site in connection with the construction of any road or any structure or apparatus which will lie beneath the road must take place on any phase of the road construction works, until full detailed engineering drawings of all aspects of roads and sewers for that phase, including any structures which affect or form part of the highway network, and a programme for delivery of such works have been submitted to and approved in writing by the Local Planning Authority. The development must only be carried out in compliance with the approved engineering drawings.

INFORMATIVE: To assist, the Local Highway Authority can provide a full list of information required to discharge this condition. It should be noted that approval to discharge the condition does not automatically confer approval for the purposes of entering any

Agreement with the Local Highway Authority. The agreed drawings must be approved in writing by the Local Planning Authority for the purpose of discharging this condition.

25. No part of the development to which this permission relates must be brought into use until the carriageway and any footway or footpath from which it gains access is constructed to binder course macadam level or block paved (as approved) and kerbed and connected to the existing highway network with any street lighting installed and in operation. The completion of all road works, including any phasing, must be in accordance with a programme submitted to and approved in writing with the Local Planning Authority before any part of the development is brought into use.
26. There must be no access or egress by any vehicles between the highway and the application site until splays are provided giving clear visibility of 100 metres to the north and 120 metres to the south measured along the nearside channel line of the A167 Darlington Road from a point measured 2.4 metres down the centre line of the access road. In measuring the splays, the eye height must be 1.05 metres and the object height must be 0.6 metres. Once created, these visibility splays must be maintained clear of any obstruction and retained for their intended purpose at all times.

INFORMATIVE: An explanation of the terms used above is available from the Local Highway Authority

27. The following scheme of off-site highway mitigation measures and related requirements must be completed as indicated below: i. The amendment of the existing road markings on the A167 Darlington Road which form the hatched area adjacent to the site. These will need to be amended so as to indicate an area through which vehicles moving to and from the site may pass and the existing right turning lane for Standard Way will need to have a new bifurcation arrow at the start and a new right turn arrow part way along. Drawing Number 8534-MJM-00-00-DR-D-6690 illustrates this; ii. An independent Stage 2 Road Safety Audit in accordance with GG119 - Road Safety Audits or any superseding regulations of the vehicular access and egress arrangements for the site must be undertaken and the design proposals must be amended in accordance with the recommendations of the submitted Safety Audit prior to the commencement of the approved works on and off site, and; iii. A programme for the delivery of that scheme and its interaction with delivery of the other identified schemes must be submitted to and approved in writing by the Local Planning Authority prior to construction works commencing on site. Each item of the off-site highway works must be completed in accordance with the approved engineering details and programme.
28. No dwelling must be occupied until the related access, parking, manoeuvring and turning areas have been constructed in accordance with the approved Proposed Roof Plan (SCH1497 2 Rev.1) Once created these areas must be maintained clear of any obstruction and retained for their intended purpose at all times.
29. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) or any subsequent Order, the garages shall not be converted into domestic accommodation without the granting of an appropriate planning permission.
30. No development must commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Construction of the permitted development must be undertaken in accordance with the approved plan. The Plan must include, but not be limited, to arrangements for the following in respect of each phase of the works: 1. The provision of wheel washing facilities on site to ensure that mud and debris is not spread onto the adjacent public highway by vehicles exiting the site. 2. An area for the parking of all contractors, site operatives and visitors vehicles clear of the

Public Highway. 3. An area for the storage of all plant and materials used in constructing the development clear of the Public Highway. 4. Measures to manage the delivery of materials and plant to the site including confirmation of the location of loading and unloading areas. 5. A photographic and / or video record of the condition of the A167 Darlington Road which lies adjacent to the frontage of the site plus a distance of 100 metres on each approach. The survey should include the carriageway, footways and grassed verges and will be used in order to establish if any damage or degradation to the Publicly Maintainable Highway has occurred during the period of work on the site. Any such damage deemed to have taken place as a consequence of the development works will require to be rectified at the cost of the applicant. 6. The provision of contact details for a responsible person associated with the site who can be contacted in the event of any issue.

31. No above ground construction work shall be undertaken until details specifying the acoustic ventilation and window glazing standards for all glazing within each of the approved dwellings has been submitted to and approved in writing by the Local Planning Authority. The glazing and ventilation specifications shall comply or exceed the recommendations as set out in Table 9 (Glazing and ventilation requirements summary) of the Noise Assessment (NJD22-0196-001R) produced by NJD Environmental Associates., unless otherwise agreed in writing by the Local Planning Authority. The development hereby permitted shall be carried out in accordance with the approved details and the approved ventilation and glazing specifications retained thereafter.
32. The development shall not commence until a Habitat Management and Monitoring Plan (HMMP) has been submitted to, and approved in writing by, the Local Planning Authority. The HMMP shall include the following details: a. the roles and responsibilities of the people or organisation(s) delivering the HMMP; b. details of the planned landscaping works and/or habitat creation and enhancement works to create or improve on-site habitat(s) to achieve, as a minimum, the biodiversity net gain as specified and quantified within the [Revised] Completed BNG Metric and [Updated] Biodiversity Net Gain Assessment (May 2024) submitted with the application.; c. the management measures to maintain the on-site habitat for a minimum period of 30 years from the completion of development; and d. the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority. Notice in writing shall be given to the Council when the HMMP has been implemented and the habitat creation and enhancement works as set out in the HMMP have been completed. No dwelling shall be occupied until: a. the habitat creation and enhancement works set out in the approved HMMP have been completed; and b. a completion report, evidencing the completed habitat enhancements, has been submitted to, and approved in writing by the Local Planning Authority. The created and/or enhanced habitat specified in the approved HMMP shall be managed and maintained in accordance with the approved HMMP for a minimum period of 30 years from the completion of the development Monitoring reports shall be submitted to local planning authority in writing in accordance with the methodology and frequency specified in the approved HMMP.

The reasons for the above conditions are:-

1. To ensure compliance with Sections 91 and 92 of the Town and Country Planning Act 1990 and where appropriate as amended by Section 51 of the Planning and Compulsory Purchase Act 2004
2. In order that the development is undertaken in a form that is appropriate to the character and appearance of its surroundings and in accordance with the Local Plan Policies S1 and E1.

3. In order to ensure that the site and finished floor levels are appropriate in terms of the character of the area and the amenity of neighbouring occupiers to accord with the requirements of Policy E2 of the Hambleton Local Plan.
4. In order that the development is undertaken in a form that is appropriate to the character and appearance of its surroundings and in accordance with the Local Plan Policies S1 and E1.
5. In order to minimise light pollution and light splay, in the interests of amenity and the protection of biodiversity, and in accordance with Local Plan Policies E1, E2 and E3.
6. To ensure that the development is designed to provide for sufficient and convenient bin storage facilities that respects the appearance of the development and its surroundings, as well as the amenities of residents, in accordance with policies E1 and E2 of the Hambleton Local Plan.
7. To ensure that the proposed development achieves water efficiency, in accordance with Local Plan Policy RM1..
8. To protect the amenity of the neighbouring residents and to ensure that the development is appropriate to the character and appearance of its surroundings and to comply with policy E1 and E2.
9. To mitigate, and reduce to a minimum, any adverse impacts on the amenity, in accordance with Local Plan Policy E2.
10. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
11. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
12. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
13. To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.
14. In the interests of satisfactory and sustainable drainage, in accordance with Local Plan Policy RM3.
15. To ensure that no surface water discharges take place until proper provision has been made for its disposal, in accordance with Local Plan Policy RM3.
16. To ensure that the approved surface water drainage scheme is appropriately managed and maintained for the lifetime for the development, in accordance with Local Plan Policy RM3.

17. To ensure that the development is constructed in accordance with the submitted Exceedance Plan and mitigate the risk of flooding of dwellings in the event of the failure of the surface water drainage scheme for the development, in accordance with Local Plan Policy RM1 and RM3.
18. To ensure that no foul water discharges take place until proper provision has been made for their disposal, in accordance with Local Plan Policies RM1 and RM5.
19. To ensure that appropriate ecological protection and mitigation procedures and measures are adhered to, in accordance with Local Plan Policy E3.
20. To secure a more sustainable form of development and to meet the expectations of Local Plan Policies S1 and E1.
21. To ensure that the retained trees and hedgerows are protected in accordance with Local Plan Policies S1, E1 and E7.
22. To maintain good levels of privacy of the occupants of the adjacent dwelling to the south-east, in accordance with Local Plan Policy E2.
23. To ensure that the development is designed to provide for sufficient and secure cycle storage facilities, in accordance with Local Plan Policy E1.
24. To secure an appropriate highway constructed to an adoptable standard in the interests of highway safety and the amenity and convenience of all highway users, in accordance with Local Plan Policy IC2.
25. To ensure safe and appropriate access and egress to the premises, in the interests of highway safety and the convenience of all prospective highway users, in accordance with Local Plan Policy IC2.
26. In the interests of highway safety, in accordance with Local Plan Policy IC2.
27. To ensure that the design is appropriate in the interests of the safety and convenience of highway users, in accordance with Local Plan Policy IC2.
28. To provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development, in accordance with Local Plan Policies E1, E2 and IC2.
29. In order to ensure the retention of adequate and satisfactory provision of off-street accommodation for vehicles generated by occupiers of the dwelling and visitors to it in the interest of safety and the general amenity of the development, in accordance with Local Plan Policy IC2.
30. In the interest of public safety and amenity, in accordance with Local Plan Policy IC2.
31. To ensure that future residents enjoy an appropriate level of amenity, in accordance with Local Plan Policy E2.
32. To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and Local Plan Policy E3.

Attention is drawn to the following Informatives:-

1. The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including Local Plan Policies and the representations made and has subsequently determined that it is appropriate to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

2. The Yorkshire and Lincolnshire Pollution Advisory Group (YALPAG) guidance document, Development on Land Affected by Contamination - Technical Guidance for Developers, Landowners and Consultants (Version 12.2 dated July 2023) may assist the developer in providing the correct information which can be found by searching for 'Building on contaminated land' on the North Yorkshire Council website.

3. If the developer is looking to have new sewers included in a sewer adoption agreement with Yorkshire Water (under Section 104 of the Water Industry Act 1991), he/she should contact our Developer Services Team (telephone 03451 208 482, email: technical.sewerage@yorkshirewater.co.uk) at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with the WRc publication 'Code for Adoption - a design and construction guide for developers' as supplemented by Yorkshire Water's requirements.

COMMUNITY INFRASTRUCTURE LEVY

1. Please note that the proposed development is liable under the Community Infrastructure Levy Charging Schedule, adopted by Hambleton District Council on the 07 April 2015. Details of the charging schedule are available on the Council website. www.northyorks.gov.uk



Martin Grainger
Head of Development Management

DATE 25 July 2025

NOTES

This is an approval under the Town and Country Planning Act only. It does not absolve the applicant from the necessity of obtaining Listed Building consent if necessary or approval under the Building Regulations, or of obtaining approval under any other Bye-laws, Local Acts, Orders, Regulations and Statutory Provisions in force, and no part of the proposed development should be commenced until such further approval has been obtained.

YOUR RIGHTS OF APPEAL ARE AVAILABLE AT www.northyorks.gov.uk/planning

DATED _____ 2025

THE NORTH YORKSHIRE COUNCIL (1)

and

LES RACE BUILDERS LIMITED (2)

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land adjoining The Garth, Darlington Road, Northallerton, DL6 2NN.

Planning Application Reference: ZB23/01280/FUL

THIS DEED is made the

day of

2025

BETWEEN

- (1) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD ('the Council'); and
- (2) **LES RACE BUILDERS LIMITED** incorporated and registered in England and Wales with company number 09017422 whose registered office is at York House Thornfield Business Park, Standard Way Business Park, Northallerton, England, DL6 2XQ ('the Owner')

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Land is situated.
- (B) The Owner is the registered freehold owner of the Land free from encumbrances registered under Title Numbers NYK499088 and NYK460647 at HM Land Registry with title absolute.
- (C) The Owner has made the Planning Application to the Council and is proposing to carry out the Development.
- (D) The Council is minded to grant the Planning Permission for the Development subject to the making of this Deed without which Planning Permission would not be granted
- (E) The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by Council against the Owner and their successors in title to the Land and those deriving title under them.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires the following words and expressions and phrases shall have the meaning hereby prescribed to them:

'Affordable Housing'	means housing provided to eligible households 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 Units'	means all 4 (four) Dwellings to be provided on the Land and constructed in accordance with the Planning Permission and

	Affordable Housing Scheme to be delivered as 2 (two x Social Rented Affordable Housing Unit and 2 x Shared Ownership Affordable Housing Unit (and Affordable Housing Unit shall be construed accordingly);
'Affordable Housing Commuted Sum'	means if applicable a commuted sum (to be calculated in accordance with the former Hambleton District Council's Housing Supplementary Planning Document adopted July 2022 (or any successor supplementary planning document)) to be used by the Council in lieu of the provision or part provision of Affordable Housing Units on the Land towards a broad range of schemes and initiatives linked to providing Affordable Housing in the administrative area of the former Hambleton District Council which may include but not limited to the following: a) Support for Registered Providers for both the development and acquisition of Affordable Housing, including facilitating any necessary works or improvement or repaid; b) Support for specific initiatives to regenerate the existing housing stock e.g. grants for empty properties and grants for housing in multiple occupation which give the Council nomination rights for qualifying individuals; c) Support for specific schemes which are developed to provide permanent homes to meet and identified need e.g. the lack of suitable accommodation for homeless families or a scheme to meet the accommodation needs for young single people; d) Support for any Council, post which facilitates the delivery and allocation of Affordable Housing within the former administrative area of the former Hambleton District Council;
'Affordable Housing Contribution'	means the sum of £59,039.00 (fifty nine thousand and thirty nine pounds) Index Linked to be paid to the Council in lieu of the provision of 0.5 of a unit of Affordable Housing on the Land;

‘Affordable Housing Scheme’	means a scheme setting out the location mix tenure type and design of each Affordable Housing Unit;
‘Agreed Transfer Price’	means the sum of £1037.00 (one thousand and thirty seven pounds) per square metre for each Social Rented Affordable Housing Unit and the sum of £1346.00 (one thousand three hundred and forty six pounds) per square metre for each Shared Ownership Affordable Housing Unit;
‘Biodiversity Net Gain Monitoring Contribution’	means the sum of £2522.00 (two thousand five hundred and twenty two pounds) Index Linked to be paid by the Owner to the Council in accordance with paragraph 1 of the Third Schedule of this Deed to be applied by the Council in accordance with paragraph 2 of the Fifth Schedule as a financial contribution towards the Council's costs of monitoring compliance with the Planning Permission approved by the Council;
‘Chargee’	means any mortgagee or chargee of any one or more of the Affordable Housing Units (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) including a housing administrator (each a Receiver));
‘Chargees Duty’	means the tasks and duties set out in paragraph 2.11 of the Third Schedule;
‘Commencement of Development’	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed, and for no other purpose, the following operations: a) demolition works; b) site clearance; c) ground investigations;

	d) site survey works; e) temporary access construction works; f) archaeological investigation; and g) erection of any fences and hoardings around the Land. Commence and commences and commenced shall be construed accordingly;
‘Commencement Date’	means the date Development Commences;
‘Council’s Housing Service Manager’	means for the purposes of this Agreement the Council's Housing Services Manager (or any officer succeeding to the duties currently undertaken by the Council's Housing Services Manager) or such other officer of the Council nominated by the Council for the purpose of this Agreement;
‘Development’	means the Development to be carried out on the Land pursuant to the Planning Permission together with any Section 73 Permission;
‘Dwelling’	means a dwelling (including a house, flat, bungalow or maisonette) to be constructed pursuant to the Planning Permission and reference to ‘Dwellings’ shall be construed accordingly;
‘Habitat Management and Monitoring Plan’	means the plan to be submitted to, and approved by the Council in accordance with the Planning Permission;
‘Hambleton Local Plan’	means the plan adopted by the former Hambleton District Council in February 2022;
‘Homes England’	means Homes England or any bodies undertaking the existing

	functions of 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);
'Index Linked'	means increased on an annual basis or pro rata per diem from the date of this Deed until such time that payment of any sum in this Deed is made such index linking to be equivalent to any inflationary increase in such sums taking as the basis for the measure of inflation the Index last published before the date of this Deed or any publication substituted for it;
'Interest'	means interest at the rate of 2% (two percent) above the base lending rate of the Bank of England in force at the due date which shall mean the date when interest first becomes payable
'In Need of Accommodation'	means as interpreted as set out in Part 3 of the Fourth Schedule
'Land'	means the land against which the obligations in this deed are enforceable shown edged red on the Plan in the First Schedule and registered at HM Land Registry with absolute title under Title Numbers NYK499088 and NYK460647;
'Layout Plan'	means the plan attached in the Second Schedule;
'Market Housing Units'	means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing Units and reference to 'Market Housing Unit' shall be construed accordingly;
'Northallerton and Romanby Hinterland'	means the parishes that comprise the Northallerton and Romanby Hinterland as defined in part 4 of the Fourth Schedule;
'Occupation and Occupied'	means 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 and the term 'Occupy' is to be construed accordingly;
'Offer Documentation'	means plans, drawings, specifications and other documentation which the Registered Provider may reasonably require in order to make an offer to take a Transfer of the Affordable Housing Unit;
'Offer Period'	means a period of 6 (six) months from issue by the Owner to a Registered Provider of the Offer Documentation for the Affordable Housing Units;
'Plan'	means the plan attached in the First Schedule;
'Planning Application'	means the application for full Planning Permission registered by the Council on 19 June 2023 under reference number ZB23/01280/FUL;
'Planning Permission'	means a planning permission subject to conditions to be granted by the Council pursuant to the Planning Application;
'Reasonable Endeavours'	means it is agreed by the Parties that the Party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary) but subject to these and to other terms of this deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect;
'Receiver'	has the meaning ascribed in paragraph 2.10 of the Third Schedule;
'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 Owner and approved by the Council;
'Rented Affordable Housing Requirements'		means the requirements set out in Part 1 of the Fourth Schedule;
'SDLT'		means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;
'Secretary of State'		means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;
'Section Application'	73	means an application made to the Council pursuant to Section 73 of the TCPA 1990 and relating to the Planning Permission;
'Section Permission'	73	Means a planning permission that may be granted by the Council pursuant to Section 73 of the TCPA 1990 which modifies deletes replaces or otherwise discharges any condition attached to the Planning Permission.
'Shared Ownership Housing'		Means Intermediate Housing part sold part let to eligible households in accordance with the terms of a Shared Ownership Lease;
'Shared Ownership Affordable Housing Requirements'		means the requirements set out in Part 2 of the Fourth Schedule;
'Shared Ownership Lease'		means a lease in the form of the Homes England's model shared ownership;
'Shared Ownership Affordable Housing Unit'		means 2 (two) of the Affordable Housing Units to be provided as part of the Development comprising of 1 x 3 bedroom property to be constructed on plot 3 and 1 x 2 bedroom property to be constructed on plot 6 on the Layout Plan and the Owner

	which will be offered for disposal to a Registered Provider at the Council's Agreed Transfer Price to be disposed of by the Registered Provider as Shared Ownership Housing under a Shared Ownership Lease "Shared Ownership Affordable Housing Unit" shall be construed accordingly;
'Social Rent'	means a rent determined in accordance with the Government's Rent Standard for which guideline target rents are determined through the national rent regime;
'Social Rented Affordable Housing Unit'	means 2 (two) of the Affordable Housing Units to be provided as part of the Development comprising of 2 x 1 bedroom properties to be constructed on plot 1 and plot 2 on the Layout Plan which will be offered for disposal to a Registered Provider at the Council's Agreed Transfer Price and reference to "Social Rented Affordable Housing Units" shall be construed accordingly;
'TCPA 1990'	means the Town and Country Planning Act 1990 as amended;
'Transfer'	means a transfer on a freehold or leasehold basis (with a minimum 125 (one hundred and twenty five) year term) in relation to an Affordable Housing Unit and includes any re-transfer and reference to "Transferred" shall be construed accordingly;
'VAT'	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
'Working Day'	means any day which is not a Saturday or Sunday, a bank holiday or a public holiday and Working Days shall be construed accordingly;

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings shall not affect the interpretation of this Deed.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 2.7 A reference to 'the parties' shall mean the parties to the deed and reference to 'party' shall mean any one of the parties.
- 2.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.10 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 2.11 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 2.12 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.13 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.15 If any provisions of this Deed shall be held to be invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question.

3. LEGAL BASIS

- 3.1 This Deed constitutes a planning obligation and is made pursuant to section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 3.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Land and their respective successors and assigns.
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon and shall not become effective until the following conditions are satisfied:
- (a) the grant of the Planning Permission; and
 - (b) the Commencement of Development

save for the provisions of clauses 3, **Error! Bookmark not defined.**4, clause 11, clause 12, clause 15, clause 17, clause 18, clause 20, clause 21, clause 22, clause 23, **Error! Bookmark not defined.**25 and paragraph 2.1 of the Third Schedule (which take effect immediately upon completion of the Deed).

5. CIL REGULATIONS

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 this Deed contains are:

- (a) necessary to make the Development acceptable in planning terms; and
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development.

6. COVENANTS TO THE COUNCIL

The Owner covenants with the Council (so as to bind the Land):

- (a) to fully observe and perform the covenants, restrictions and obligations contained in the Third and Fourth Schedule; and

The Owner acknowledges that its interest in the Land shall be subject to the covenants, restrictions and obligations herein.

7. COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the Fifth Schedule.

8. INDEXATION

All financial contributions payable to the Council will be Index Linked. Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

9. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest.

10. DETERMINATION OF DEED

The obligations in this Deed (with the exception of clause 11) shall cease to have effect if, before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the Owner's request; or
- (c) is quashed following a successful legal challenge.

11. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council.

12. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of this Deed:

- (a) the Council's reasonable and proper legal costs of £2500.00 (two thousand five hundred pounds) together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

13. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council Interest on that amount. This interest will accrue on a daily basis for the period from the due date to and including the date of payment.

14. SECTION 73 APPLICATION

14.1 If a Section 73 Application is made to the Council then in the event that the Council is minded to approve the Section 73 Application:

- (a) if the Council considers that the planning obligations contained in this Deed are both sufficient and necessary to make the development proposed by such Section 73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the TCPA 1990; and
- (b) nothing in this Clause 14 shall fetter the Council's ability to require the completion of a further Agreement made pursuant to section 106 of TCPA 1990 as it considers necessary and in such case Clause 14.1(a) shall be disregarded.

15. OWNERSHIP

15.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

15.2 Until the covenants, restrictions and obligations under this Deed have been complied with, the Owner will give immediate written notice to the Council the following details of any conveyance, transfer, lease, assignment, mortgage, charge or other disposition entered into in respect of all or any part of the Land:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

16. CANCELLATION OF ENTRIES

16.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs), the Council shall issue a written confirmation of that performance or discharge.

- 16.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 10 (and subject to the payment of the Council's reasonable and proper costs and charges), the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

17. DISPUTES

- 17.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute 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 to the dispute or difference in equal shares.
- 17.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional body shall be final and binding on the parties to the dispute or difference 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 to the dispute or difference in equal shares.

18. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed fetters or restricts the Council's statutory rights, powers, discretions and responsibilities.

19. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

20. FUTURE PERMISSIONS

Nothing in this Deed prohibits or limits the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

21. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function; and
- (c) this Deed and any and all obligations contained in it which are capable of binding the Land do bind that Land and the Owner hereby consent to the whole of their interest in the Land being so bound.

22. NOTICES

22.1 Any notice or other communication to be given under this Deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by recorded pre-paid first-class post or other next working day delivery service.

22.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council by sending it to the Corporate Director of Community Development at the address at the beginning of this Deed or such person or address as may from time to time be notified to the Owner;
- (b) to the Owner by sending it to the addresses at the beginning of this Deed or such person or address as may from time to time be notified to the Council;
- (c) as otherwise specified by the relevant party by notice in writing to each other party.

22.3 Any notice or other communication given in accordance with clause 22.1 and clause 22.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and
 - (ii) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

22.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

24. VALUE ADDED TAX

24.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).

24.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

25. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

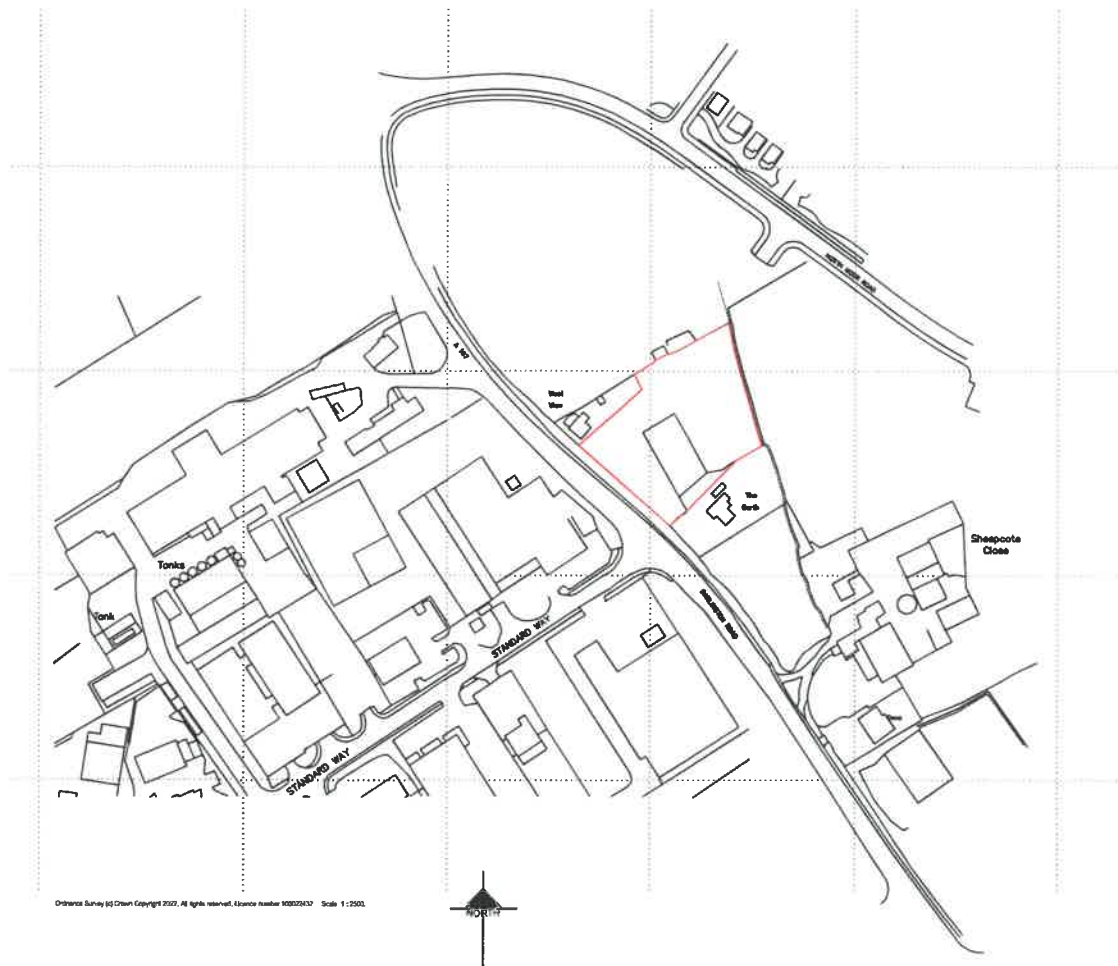
26. DELIVERY

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.

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

FIRST SCHEDULE

The Plan



SECOND SCHEDULE

The Layout Plan

THIRD SCHEDULE

Owner's Covenants

The Owner hereby undertakes and covenants with the Council as follows:

BIODIVERSITY GAIN LAND MONITORING CONTRIBUTION

1. To pay the Biodiversity Net Gain Monitoring Contribution to the Council on or before notifying the Council that the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan have been completed, and for the avoidance of doubt this is the works required to be evidenced by way of the completion report in accordance with the Planning Permission prior to the minimum 30 year maintenance period, and not to allow the Occupation of any Dwelling until the Biodiversity Gain Land Monitoring Contribution has been paid to the Council.

AFFORDABLE HOUSING

2. On-Site Provision

- 2.1. Not to Commence Development unit until it has submitted and the Council has approved in writing the Affordable Housing Scheme;
- 2.2. To procure that the Affordable Housing Units are not constructed otherwise than in accordance with the Planning Permission and the approved Affordable Housing Scheme;
- 2.3. Before the expiry of a period of 6 (six) months following the Commencement of Development (unless otherwise agreed in writing by the Council) the Owner shall:
 - 2.3.1. provide Offer Documentation in relation to the Affordable Housing Units (to one or more Registered Providers and invite the/each Registered Provider to make a written offer to purchase the Affordable Housing Units at the Council's Agreed Transfer Price within the Offer Period; and
 - 2.3.2. use Reasonable Endeavours to enter into a contract during the Offer Period with a Registered Provider for the disposal of the Affordable Housing Units ((and beyond this period if negotiations with a particular Registered Provider continue).
- 2.4. In the event that the Registered Providers who received an invitation pursuant to paragraph 2.3 of this Schedule to purchase the Affordable Housing Units at the Council's Agreed Transfer Price fail to enter into a contract with the Owner in respect of the of the Affordable Housing Units (or any unit thereof) on the terms of this Agreement within the Offer Period at no less than the Council's Agreed Transfer Price the Owner shall notify the Council's Housing and Planning Policy Manager within 14 (fourteen) days thereof and shall submit evidence of its compliance with paragraphs 2.3.1 and 2.3.2 of this Schedule to the Council's Housing and Planning Policy Manager together with evidence from the Registered Providers that they are not willing to purchase the Affordable Housing Units (if such evidence is available).

2.5. If the Council's Housing and Planning Policy Manager confirms his approval in writing that he is satisfied that the Owner has complied with paragraphs 2.3.1 and 2.3.2 of this Schedule and no reasonable offers have been received from the Registered Providers during the Offer Period at no less than the Council's Agreed Transfer Price then the Owner shall pay to the Council an Affordable Housing Commuted Sum and thereafter shall be able to transfer the Affordable Housing Units (or any unit thereof) on the open market free from the obligations in this Schedule and the Fourth Schedule.

2.6. Unless otherwise agreed in writing by the Council not to Occupy or allow to be Occupied more than 6 of the Market Housing Units until:

2.6.1. the Affordable Housing Units have been constructed and the Affordable Housing Units have been Transferred to a Registered Provider at the Council's Agreed Transfer Price; or

2.6.2. an Affordable Housing Commuted Sum in lieu of on-site Affordable Housing Units has been paid to the Council in accordance with paragraph 2.5 of this Schedule; or

2.6.3. all of the Affordable Housing Units have been provided through a combination of Affordable Housing Units being constructed, completed and Transferred to a Registered Provider at the Council's Agreed Transfer Price and an Affordable Housing Commuted Sum in lieu of on-site Affordable Housing in accordance with paragraph 2.5 of this Schedule;

PROVIDED THAT on production to the Council of a certified copy of the executed and dated disposal between the Owner and a Registered Provider or upon the Council receiving the Affordable Housing Commuted Sum in lieu of Affordable Housing in accordance with paragraph 2.5 of this Schedule or a combination of the two if appropriate the relevant obligations to provide Affordable Housing Units hereunder shall be discharged.

2.7. To notify the Council in writing 7 (seven) days prior to the Commencement of Development of any Dwellings.

2.8. Not to Occupy or allow the Affordable Housing Units to be Occupied other than by a person or persons who at the time of their first Occupation are In Need of Accommodation and have occupied the Affordable Housing Units in accordance with the Rented Affordable Housing Requirements or the Shared Ownership Affordable Housing Requirements as the case may be.

2.9. It is agreed that the proportion of Affordable Housing Units shall be:

2.9.1. 2 (two) x Social Rented Affordable Housing Unit;

2.9.2. 2 (two) x Shared Ownership Affordable Housing Unit; and

or such alternative different tenure split that may be agreed in writing between the Owner and the Council.

General Provisions – Affordable Housing

2.10. It is agreed that the obligations in paragraphs 2.1 to 2.9 (inclusive) of this Schedule and in the Fourth Schedule inclusive shall not apply or be binding:

2.10.1. following the exercise by any person of a statutory right to buy, right to acquire or upon any person or mortgagee, chargee or receiver (including and administrative receiver) exercising a right to staircase out to 100% and take a subsequent freehold interest under the terms of a shared ownership lease based substantially on Homes England's model lease from time to time; or

2.10.2. upon any mortgagee or chargee or any receiver (including and 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 including a housing administrator (however appointed whether pursuant to statutory powers or the provisions of any mortgage or charge as required by Court Order or otherwise) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units or any persons deriving title through such mortgagee, chargee or Receiver; or

2.10.3. any subsequent disposition of the Affordable Housing Units following a disposal falling within paragraph 2.10.1 or 2.10.2 of this Schedule.

PROVIDED THAT any sums received by a Registered Provider resulting from the disposals of any units pursuant to paragraphs 2.10.1 to 2.10.3 of this Schedule shall be reinvested in Affordable Housing in the administrative area of the former Hambleton District Council **AND PROVIDED FURTHER THAT** it is agreed that the Registered Provider will keep a record of the disposals of any units pursuant to paragraphs 2.10.1 to 2.10.3 of this Schedule and will provide to the Council on an annual basis a report detailing the sums received as a result of repossession and the reinvested made in Affordable Housing in the administrative area of the former Hambleton District Council.

2.11. The Chargee shall prior to seeking to dispose of any Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 30 (thirty) Working Days prior notice to the Council of its intention to dispose and:

2.11.1. in the event that the Council responds within 30 (thirty) Working Days from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and shall use its best endeavours to secure such transfer;

2.11.2. if the Council does not serve its response to the notice served under paragraph 2.11.1 of this Schedule within 30 (thirty) Working Days then the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule;

2.11.3. if the Council or any other person cannot within 2 (two) months of the date of service of its response under paragraph 2.11.1 of this Schedule secure such transfer then provided that the Chargee shall have complied with its obligations under

paragraph 2.11 of this Schedule the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule.

PROVIDED THAT at all times the rights and obligations in this paragraph 2.11 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

3. Affordable Housing Contribution

- 3.1. To pay the Affordable Housing Contribution to the Council prior to the Occupation of 6 of the Market Housing Units and not to allow more than 5 of the Market Housing Units to be Occupied until the Affordable Housing Contribution has been paid to the Council.

FOURTH SCHEDULE

Affordable Housing Requirements

The Owner hereby undertakes and covenants with the Council as follows:

PART 1

Rented Affordable Housing Requirements

1. Not to allow or permit any person or persons to occupy any of the Social Rented Affordable Housing Units unless he or she is a tenant or licensee of the Registered Provider or a lodger or family member of a tenant or:
 - 1.1. has succeeded to a tenancy under the provisions of the Housing Act 1985 or Housing Act 1988 upon the death of the former tenant of the accommodation; or
 - 1.2. upon the death of the former tenant has succeeded to the tenancy and was a member of the former tenant's family who resided with the former tenant throughout the period of 12 (twelve) months ending with the former tenant's death and who occupied the accommodation as their only home at the time of the former tenant's death; or
 - 1.3. has succeeded to the tenancy as a result of a Court Order.
2. Upon completion of construction of the Social Rented Affordable Housing Units and at all times subsequently upon a unit of accommodation of the Social Rented Affordable Housing Units becoming unoccupied to allocate each unoccupied unit of accommodation to a person who is In Need of Accommodation and who:
 - 2.1. has immediately prior to such allocation been ordinarily resident within the Northallerton and Romanby Hinterland for a period of at least 12 (twelve) months; or
 - 2.2. has within the last 10 (ten) years prior to such allocation been ordinarily resident in the Northallerton and Romanby Hinterland for a period of at least 5 (five) years; or
 - 2.3. has immediately prior to such allocation a mother, father, son or daughter approved in writing by the Council's Housing and Planning Policy Manager who has been ordinarily resident in the Northallerton and Romanby Hinterland for at least 12 (twelve) months ; or
 - 2.4. has immediately prior to allocation some other close relative or person giving or receiving care to or from the applicant (the relationship to have been approved in writing by the Council) who has been ordinarily resident in Northallerton and Romanby Hinterland for at least 12 (twelve) months ; or
 - 2.5. has immediately prior to such allocation been in permanent employment in the Northallerton and Romanby Hinterland for a period of at least 6 (six) months out of the last 12 (twelve) months or is taking up permanent employment in the Northallerton and Romanby Hinterland .
3. If upon a unit of accommodation within the Social Rented Affordable Housing Units becoming available for occupation whether on completion of the construction of the Social Rented Affordable Housing Units or at any time subsequently the Registered Provider is unable to fill

any vacancy arising in accordance with paragraph 2 of this Part of this Schedule as confirmed in writing by the Council's Housing and Services Manager then the Owner shall allocate the unit of accommodation to a person who is In Need of Accommodation and who:

- 3.1. has immediately prior to such allocation been ordinarily resident within the administrative area of the former Hambleton District Council (as defined in the Hambleton Local Plan) for a period of at least 12 (twelve) months; or
- 3.2. has within the last 10 (ten) years prior to such allocation been ordinarily resident in the Hambleton District (as defined in the Council's Local Plan) for a period of at least 5 (five) years; or
- 3.3. has immediately prior to such allocation a mother, father, son or daughter approved in writing by the Council's Housing and Planning Policy Manager who has been ordinarily resident in administrative area of the former Hambleton District Council (as defined in the Hambleton's Local Development Framework) for at least 12 (twelve) months ; or
- 3.4. has immediately prior to allocation some other close relative or person giving or receiving care to or from the applicant (the relationship to have been approved in writing by the Council) who has been ordinarily resident in the Northallerton and Romanby Hinterland for at least 12 (twelve) months; or
- 3.5. has immediately prior to such allocation been in permanent employment in the Hambleton District for a period of at least 6 (six) months out of the last 12 (twelve) months or is taking up permanent employment in the Hambleton District (as defined in Hambleton's Local Plan);

but if there is no such person then to any person In Need of Accommodation as nominated by the Council's Housing Services Manager but if there is no such person then in accordance with the Registered Provider's allocations policy.

4. At all times in allocating or managing the Social Rented Affordable Housing Units:
 - 4.1. to comply fully with the rules of a Registered Provider and its current published housing waiting list and allocation system and in all cases in accordance with any published Homes England Policies and Guidance Notes or rules policies and systems which are similar to such Registered Provider documents from time to time; and
 - 4.2. to charge rents which are no higher than the Social Rent as the case may be;

PROVIDED THAT the Council accepts that under its Choice Based Lettings Scheme or any other replacement lettings scheme (if any) a tenant of a Registered Provider may have a right to transfer into occupation of a Social Rented Affordable Housing Unit who is not at the time of first occupying such a unit In Need of Accommodation BUT FURTHER PROVIDED THAT all the obligations in this paragraph shall be subject to paragraph 2.10 of the Third Schedule.

PART 2

Shared Ownership Affordable Housing Requirements

1. Upon completion of construction of the Shared Ownership Affordable Housing Units and at all times subsequently upon an Shared Ownership Affordable Housing Unit becoming unoccupied to allocate or sell each unoccupied unit of accommodation to a person who is In Need of Accommodation and who:
 - 1.1. has immediately prior to such allocation been ordinarily resident within the Northallerton and Romanby Hinterland for a period of at least 12 (twelve) months; or
 - 1.2. has within the last 10 (ten) years prior to such allocation been ordinarily resident in the Northallerton and Romanby Hinterland for a period of at least 5 (five) years; or
 - 1.3. has immediately prior to such allocation a mother, father, son or daughter approved in writing by the Council's Housing and Planning Policy Manager who has been ordinarily resident in the Bedale Hinterland for at least 12 (twelve) months; or
 - 1.4. has immediately prior to allocation some other close relative or person giving or receiving care to or from the applicant (the relationship to have been approved in writing by the Council) who has been ordinarily resident in Northallerton and Romanby Hinterland for at least 12 (twelve) months; or
 - 1.5. has immediately prior to such allocation been in permanent employment in the Northallerton and Romanby Hinterland for a period of at least 6 (six) months out of the last 12 (twelve) months or is taking up permanent employment in the Northallerton and Romanby Hinterland.
2. If upon an Shared Ownership Affordable Housing Unit becoming available for occupation whether on completion of the construction of the Shared Ownership Affordable Housing Unit or at any time subsequently the Registered Provider is unable to fill any vacancy arising in accordance with paragraph 1 of this Part of this Schedule as confirmed in writing by the Council's Housing and Service Manager then the Owner shall allocate the unit of accommodation to a person In Need of Accommodation and who:
 - 2.1. has immediately prior to such allocation been ordinarily resident within the Hambleton District (as defined in the Hambleton Local Plan) for a period of at least 12 (twelve) months; or
 - 2.2. has within the last 10 (ten) years prior to such allocation been ordinarily resident in the Hambleton District (as defined in the Hambleton Local Plan) for a period of at least 5 (five) years; or
 - 2.3. has immediately prior to such allocation a mother, father, son or daughter who has been ordinarily resident in the Hambleton District (as defined in the Hambleton Local Plan) for at least 12 (twelve) months; or
 - 2.4. has immediately prior to allocation some other close relative or person giving or receiving care to or from the applicant (the relationship to have been approved in writing by the Council) who has been ordinarily resident in the Hambleton District (as defined in the Hambleton Local Plan) for at least 12 (twelve) months; or

2.5. has immediately prior to such allocation been in permanent employment in the Hambleton District or is taking up permanent employment in the Hambleton District (as defined in the Hambleton Local Plan);

but if there is no such person then to any person In Need of Accommodation as nominated by the Council's Housing and Services Manager but if there is no such person then to any other person In Need of Accommodation PROVIDED THAT all the obligations in this paragraph shall be subject to paragraph 2.10 of the Third Schedule.

PART 3

Definition of In Need of Accommodation

2.6. A person is eligible for accommodation if:

- (a) their social and economic circumstances are such that they have difficulty securing accommodation on the open market; or
- (b) if they are or a member of the household is:
 - (i) occupying unsanitary or overcrowded housing or otherwise living in unsatisfactory housing conditions; or
 - (ii) living in accommodation which is temporary or occupied on insecure terms; or
 - (vii) needs alternative accommodation on medical or welfare grounds; or
 - (iv) needs to move to receive or provide care or support; or
 - (v) is establishing a separate household; or
 - (vi) needs to move to be able to take up or sustain permanent employment; or
 - (vii) is an existing tenant of a Registered Provider whose move will enable the optimum use of affordable housing stock.

PART 4

Definition of Northallerton and Romanby Hinterland

The hinterland of Northallerton and Romanby as follows:

Brompton
East Cowton
Morton on Swale
Appleton Wiske
East Harsley
Great Smeaton
West Rounton
Ainderby Steeple

Danby Wiske
Deighton
East Rounton
Ellerbeck
Great Langton
Hornby
Kepwick
Low Worsall
Nether Silton
Over Dinsdale
Over Silton
Streetlam
Thimbleby
Thrintoft
Welbury
Yafforth

FIFTH SCHEDULE

Council's Covenants

The Council hereby undertakes and covenants with the Owner as follows:

1. Affordable Housing Commuted Sum & Affordable Housing Contribution

- 1.1. To apply the Affordable Housing Contribution and if applicable the Affordable Housing Commuted Sum towards the purposes specified in this Agreement and not apply the Affordable Housing Contribution and if applicable the Affordable Housing Commuted Sum for any other purposes and the Council shall (on the reasonable written request of the payee or the payee's nominee) provide evidence that the monies have been so applied.
- 1.2. In the event that the Affordable Housing Contribution and/or if applicable the Affordable Housing Commuted Sum have not been spent by the Council within 10 (ten) years following the date of receipt the Council shall refund to the Owner (or the Owner's nominee) any part of the Affordable Housing Contribution and/or if applicable the Affordable Housing Commuted Sum which has not been spent, together with any accrued Interest.

2. Biodiversity Gain Land Monitoring Fee

- 2.1. To use the Biodiversity Gain Land Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the Habitat Management and Monitoring Plan and the Planning Permission.

3. Discharge of Obligations

- 3.1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in the Agreement when satisfied that such obligations have been fully performed.

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LIMITED acting by _____ a director, in
the presence of: _____

Director

NAME OF WITNESS:.....

OCCUPATION OF WITNESS: