

DATED

*18 January 2024*  
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**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER  
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990  
RELATING TO LAND TO THE REAR OF PARK VIEW FINKLE STREET  
SHERIFF HUTTON**

by

**PETER GEORGE WEIGHTMAN & ANITA ELIZABETH HAQ**

THIS DEED OF UNDERTAKING is dated 18 January ~~2023~~<sup>2024</sup> and is made by

**PETER GEORGE WEIGHTMAN** of 15 Bessbrook Road Liverpool L17 0BX & **ANITA ELIZABETH HAQ** of Viola, The Grove, Thatcham, Berkshire, RG18 4NL ('Owner')

## BACKGROUND

- (A) The Council is the relevant authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Planning Application.
- (D) In accordance with the Council's policy on biodiversity enhancement on planning contributions the Owner on behalf of themselves and their successors in title gives this undertaking to perform the obligations set out in this deed.

## AGREED TERMS

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

#### 1.1 Definitions:

**Base Rate:** the higher of 4% and the base rate from time to time of HSBC Bank plc.

**Beneficiary:** the Council acting for the Howardian Hills Area of Outstanding Natural Beauty Partnership

**Commencement of Development:** 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: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

**Commenced** and **Commences** shall be construed accordingly.

**Commencement Date:** the date of Commencement of Development.

**Contribution:** the sum of £12,976.05 towards the cost of biodiversity enhancements within a 15 mile radius of the site for the benefit of the Beneficiary.

**Council:** North Yorkshire Council of County Hall, Northallerton, North Yorkshire, DL7 8AD.

**Default Interest Rate:** 4% per annum above the Base Rate.

**Development:** the development of the Property described in the Planning Application.

**Plan:** the plan attached to this deed.

**Property:** the freehold land at Land adjoining Park View, York Road, Sheriff Hutton, York, YO60 6RD shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number NYK442553.

**Planning Application:** an application for planning permission for the erection of 2no. detached dwellings with detached double garages and associated parking, landscaping and formation of vehicular access registered by the Council under reference number 23/000288/FUL.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application.

**TCPA 1990:** Town and Country Planning Act 1990.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 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.
- 1.9 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.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 References to clauses are to the clauses of this deed.

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1.12 Any words following the terms **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.

1.13 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. STATUTORY PROVISIONS**

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.

2.2 The obligations contained in clause 3 of 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 those persons in the Property and their respective successors and assigns.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

**3. COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council:

- (a) to pay the Contribution to the Council on or before the Commencement Date.
- (b) to give at least 5 Working Days written notice to the Council of the Commencement Date.

**4. RELEASE**

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

**5. DETERMINATION OF DEED**

This deed shall be determined and have no further effect if the Planning Permission:

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

**6. LOCAL LAND CHARGE**

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

**7. INTEREST ON LATE PAYMENT**

If the Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

**8. COUNCIL'S COSTS**

The Owner shall pay to the Council on the date of this deed:

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.
- (b) the sum of £144 as a contribution towards the Council's costs of monitoring the implementation of this deed.

**9. OWNERSHIP**

9.1 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (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.

**10. NOTICES**

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

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

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

- (a) to the Owner at: Peter George Weightman of 15 Bessbrook Road Liverpool L17 0BX & Anita Elizabeth Haq of Viola, The Grove, Thatcham, Berkshire, RG18 4NL;

- (b) to the Council at: Ryedale House, Old Malton Road, Malton, YO17 7HH marked for the attention of Niamh Bonner; or as otherwise specified by the relevant person by notice in writing to each other person.

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs 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 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;
- (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.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 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.

## **11. 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.

## **12. 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) shall be governed by and construed in accordance with the law of England and Wales.

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

Executed as a deed by PETER  
GEORGE WEIGHTMAN  
in the presence of:

Elizabeth May  
SIGNATURE OF WITNESS  
NAME, ADDRESS AND  
OCCUPATION OF WITNESS

Executed as a deed by ANITA  
ELIZABETH HAQ  
in the presence of:

Shirley Ellis  
SIGNATURE OF WITNESS  
NAME, ADDRESS AND  
OCCUPATION OF WITNESS

P. G. Weightman  
SIGNATURE

ELIZABETH AWNE MAY  
LYNCOMBE  
THE GROVE  
THATCHAM, BERKS RG18 4NL  
RETIRED TEACHER

Anita Haq  
SIGNATURE

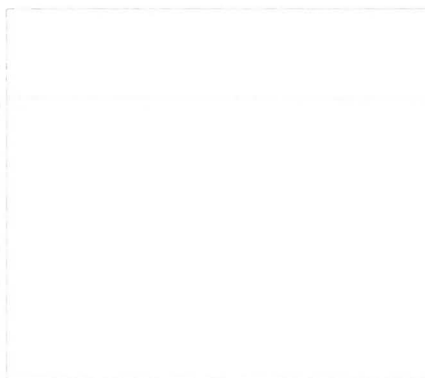
SHIRLEY ELLIS  
DARNA, THE GROVE  
THATCHAM, RG18 4NL  
RETIRED BUSINESS MANAGER





0m 10m 20m 30m 40m 50m

VISUAL SCALE 1:500



Rev	Date	Drawn	Checked	Description
S2				Information

Sheriff Hutton

Legal Plan

Middleton House,  
Finkle Street  
Sheriff Hutton

Client  
Mrs A Haq

URP	Originator	Drawn	Checked	Scale	Proj. No	Revision
SHERI-WBA-XX-ZZ-DR-A-20_10013		AKB	RJ	1 : 500	4052-003	

**WATSON BATTY  
ARCHITECTS**

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**FUTURE BUILT**

Note: Do not Scale from this drawing. All dimensions to be checked on site

Legal Plan  
1 : 500

*PA Weightman*  
*Quita Haq*

