



# Memorandum

From: Mr K A Winship, Head of Legal Services  
 To: Senior Elections and Land Charges Officer ✓  
 cc: Head of Planning Services FAO Mike Bottomley  
 Our Ref: AH/S106/20/T001/MAR01/KH1512  
 RE: See Below  
 Date: 15 March 2001

**Planning Application Number: 00/00885/FUL**  
**Section 106 Agreement Town & Country Planning Act 1990**  
**Development on Property situate at Gallowheads Farm, Riseborough, Pickering**

A Section 106 Agreement dated 5th March 2001 has been made between the Council (1), Nicholas Paul Turnbull (2) Nicholas Paul Turnbull and Gail Lesley Turnbull (3) and Yorkshire Bank Plc (4)

A copy of the Agreement is attached for your records.

Notice of Planning Permission can therefore now be issued to the applicants, owners of the above property for the development.

*K.A. Winship*

K A Winship  
Solicitor  
Head of Legal Services

Ryedale District Council Electoral/Land Charges	
20 MAR 2001	
Copy to-	
Reply Sent-	

Ryedale District Council Electoral/Land Charges	
Copy to-	
Reply Sent-	

Rec'd & Reg'd 20.3.2001

**THIS DEED** is made the *Fifth* day of *March* Two  
Thousand and One

**BETWEEN :**

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **NICHOLAS PAUL TURNBULL** of Mill Cottage Sinnington York in the said County ("the First Owner")
- 3 **NICHOLAS PAUL TURNBULL** and **GAIL LESLEY TURNBULL** both of Mill Cottage Sinnington aforesaid ("the Second Owner")
- 4 **YORKSHIRE BANK Plc** whose registered office is at 20 Merrion Way Leeds LS2 8NZ acting for the branch at 11 Smiddy Hill Pickering aforesaid ("the Mortgagee")

**RECITALS**

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the property described in Part I of the First Schedule ("the First Property") is situated and the property described in Part II of the First Schedule ("the Second Property") is situated
- (2) The First Owner is the owner in fee simple in possession of the First Property subject as hereinafter mentioned but otherwise free from encumbrances
- (3) The Second Owner is the owner in fee simple in possession of the Second Property subject as hereinafter mentioned but otherwise free from encumbrances
- (4) The Mortgagee is mortgagee of the First Property under a Legal Mortgage dated the 2nd day of January 1990 and made between the First Owner of the one part and the Mortgagee of the other part
- (5) The Mortgagee is mortgagee of the Second Property under a Legal Mortgage dated the 25th day of July 1997 and made between the Second Owner of the one part and the Mortgagee of the other part
- (6) The Second Owner has applied to the Council for permission to develop the Second Property in the manner and for the uses set out in Second Schedule hereto ("the Proposed Development")

expenses or action sustained by the Council arising from any breach of this Agreement by the First Owner or the Second Owner with regard to the properties in their respective ownerships

3.6 The Mortgagee consents to the First Owner and the Second Owner entering into this Agreement to the intent that the First Property and the Second Property shall hereafter always be subject to the terms of the Agreement PROVIDED THAT the Mortgagee shall only be liable for any breach occurring by reason of any act default or omission in respect of any provisions of this Agreement during such period (if any) as the Mortgagee is a mortgagee in possession of the First Property or the Second Property PROVIDED ALWAYS that the respective successors in title to the Mortgagee shall become fully liable for any breach of this Agreement

3.7 In this Agreement words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and where there are two or more persons included in the expression "the Second Owner" covenants expressed to be made by or with the Second Owner shall be deemed joint and several

3.8 For the purpose of avoidance of doubt and subject to clause 3.9 hereof the requirements of this Agreement shall bind both the First Property and the Second Property and remain in full force and effect until formally varied by agreement of the parties or by the Secretary of State notwithstanding that the Planning Application and any plans submitted with the same shall have lapsed or shall have been amended superseded renewed or resubmitted

3.9 This Agreement is a local land charge and shall be registered as such and shall come into full force and effect when the Proposed Development is commenced and not otherwise

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

**THE FIRST SCHEDULE**

**Part I**

[the First Property]

ALL THAT piece of land situate at and forming part of Gallowheads Farm Gallowheads Lane Riseborough Pickering in the County of North Yorkshire All of which for the purpose of identification only is shown edged yellow on the plan annexed hereto ("the Plan")

**Part II**  
[The Second Property]

ALL THAT piece of land TOGETHER WITH the buildings erected thereon situate at and forming part of Gallowheads Farm Gallowheads Lane Riseborough aforesaid All of which for the purpose of identification only is shown edged blue on the Plan

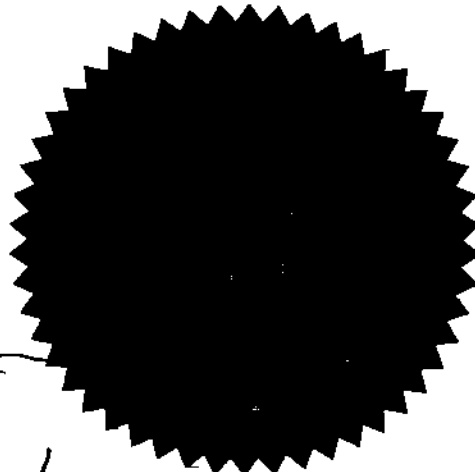
**THE SECOND SCHEDULE**  
[Particulars of the Proposed Development]

Erection of agricultural worker's dwelling ("the New Dwelling") within the Second Property on the site shown edged red on the Plan

**THE THIRD SCHEDULE**  
[Negative Obligation]

The First Owner and the Second Owner respectively covenant that the New Dwelling shall not be disposed of separately from either the First Property or the Second Property by way of sale lease licence gift or any other means

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



Minute NP51/2000  
Reg No 4795  
Initials AWL/6

Chairman *[Signature]*

Head of Legal Services *[Signature]*

**SIGNED** as a Deed by the said )  
**NICHOLAS PAUL TURNBULL** ) NP Turnbull  
in the presence of: )

*[Signature]*  
Solicitor,  
Pickering.

**SIGNED** as a Deed by the said  
**GAIL LESLEY TURNBULL**  
in the presence of:

)  
) *G. Turnbull*  
)

*J. M. Ellis*

**THE COMMON SEAL** of  
**YORKSHIRE BANK Plc**  
was hereunto affixed in the  
presence of:

)  
)  
)  
)

Director

Secretary

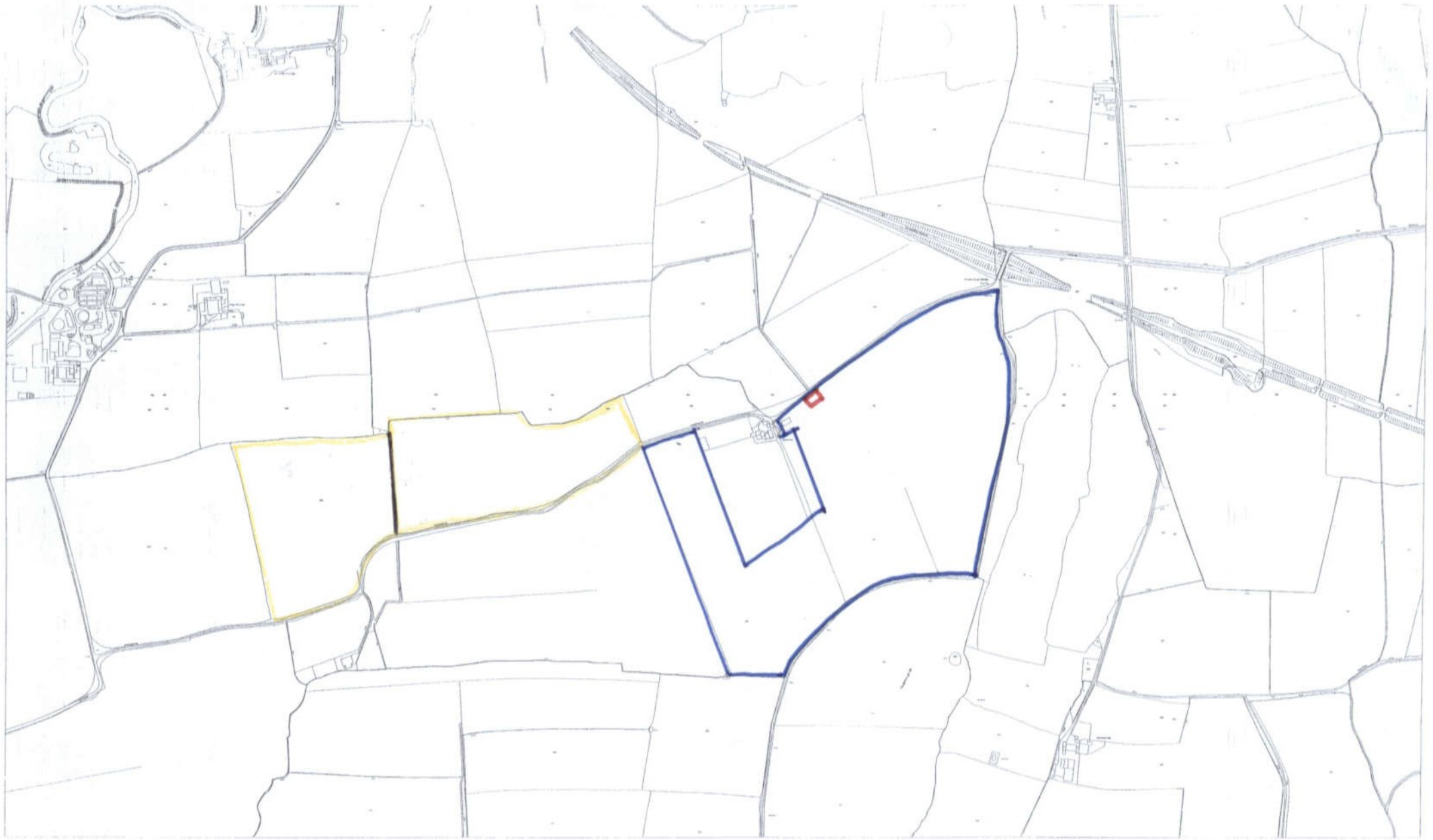
**SIGNED AS A DEED AND DELIVERED BY**  
**LESTER D. FROST**  
on behalf of YORKSHIRE BANK PLC  
In the presence of,

*L. D. Frost*

Witness Signature

Full Name **GLYN DEARSON**  
of 20 Merrion Way  
Leeds LS2 8NZ

Ref. 669



# Gallows Head Farm

SCALE 1:10000  
Department

DRAWN BY  
Planning Services

DATE 7th December 2000  
Drawing No.

Ryedale House, Malton  
North Yorkshire, YO17 7HH

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DATED

5<sup>th</sup> March

2001

**THE RYEDALE DISTRICT COUNCIL**

-and-

**MR N P TURNBULL**

-and-

**MR & MRS N P TURNBULL**

-and-

**YORKSHIRE BANK Plc**

**AGREEMENT**

pursuant to Section 106 of the  
Town and Country Planning Act 1990 as amended  
and Section 111 of the Local Government Act 1972  
in respect of Gallowheads Farm Gallowheads Lane  
Riseborough Pickering in the County of North Yorkshire

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K A Winship  
Solicitor  
Head of Legal Services  
**MALTON**