

THIS DEED is made the *Second* day of *January* 2000
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 **ANDREW CHARLES SKELTON** and **CAROL ELIZABETH SKELTON** both of Willow Cottage Foxholes Driffield in the said County ("the Owner")
- 3 **ADAM PATRICK MALE** and **GWEN MALE** both of 42 Main Street Ganton Scarborough in the said County ("the Applicant")
- 4 **WOOLWICH Plc** whose Registered Office is at Watling Street Bexleyheath Kent DA6 7RR ("the First Mortgagee")
- 5 **HSBC BANK Plc** of Sheffield Securities Processing Centre Ground Floor 79 Hoyle Street Sheffield S3 7EW ("the Second 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 the First Schedule ("the Property") is situated
- (2) The Owner is the owner in fee simple in possession of the Property subject as hereinafter mentioned but otherwise free from encumbrances
- (3) The First Mortgagee is mortgagee of the Property under a Registered Charge dated the 15th day of November 1999 and made between the Owner of the one part and the First Mortgagee of the other part
- (4) The Second Mortgagee is Mortgagee of the Property under a Registered Charge dated the 21st day of January 1993 made between the Owner of the one part and the Second Mortgagee of the other part
- (5) The existing Planning Permissions on the Property are listed in the Second Schedule ("the Existing Planning Permissions")
- (6) The Applicant has applied to the Council for permission to develop the Property in the manner and for the uses set out in Second Schedule hereto ("the Proposed Development")
- (7) The Council is satisfied that the performance by the Owner and the Applicant of the covenants herein will remove certain arguments against or objections to the Proposed Development which would without the

THE FIRST SCHEDULE

[the Property]

ALL THAT piece of land **TOGETHER WITH** buildings erected thereon situate at and known as Willow Cottage Foxholes Driffield North Yorkshire and which for the purposes of identification only is shown edged red on Plan No. 1 annexed hereto

THE SECOND SCHEDULE

[the Existing Planning Permissions in respect of the Property or part thereof]

- (i) Planning Permission for Change of Use of land to form an agricultural haulage yard for transport of livestock at the Property

Granted on the 7th August 1991
Local Planning Authority Reference 3/43/29A/FA

- (ii) Change of use of agricultural lean-to store to calf rearing unit at the Property

Granted on the 6th of February 1992
Local Planning Authority Reference 3/43/29B/FA

- (iii) Planning Permission for variation of Condition 02 on approval 3/43/29A/FA dated 7th August 1991 to allow four vehicles to operate from the Property

Granted on the 17th April 2000
Local Planning Authority Reference 99/01252/FUL

THE THIRD SCHEDULE

[Particulars of the Proposed Development]

Change of use from calf shed to Joiner's Workshop (B2) of that part of the Property shown hatched brown on Plan No. 2 annexed hereto ("the Application Site")

THE FOURTH SCHEDULE

[Negative Obligations]

The Owner and the Applicant covenant that they will cease using the Property for the purpose of an agricultural haulage yard for the transport of livestock and a calf rearing unit pursuant to the Existing Planning Permissions

execution of this Agreement have led to the refusal of consent for the Planning Application

(8) The Owner and the Applicant have agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on their parts to be observed and performed

(9) The First and Second Mortgagees have agreed to join herein in manner hereinafter appearing

NOW THIS DEED WITNESSES as follows:-

1 **THIS** Agreement is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended ("the 1990 Act") Section 111 of the Local Government Act 1972 and all other powers the parties hereunto enabling and the covenants in this Agreement are planning obligations for the purpose of the 1990 Act which are enforceable by the Council

2 **THE** Owner and the Applicant and the First and Second Mortgagees covenant with the Council that the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Third Schedule hereto

3 **IT** is agreed and declared as follows:-

3.1 The expressions "the Council" "the Owner" "the First Mortgagee" and "the Second Mortgagee" shall include their respective successors in title and assigns

3.2 The Applicant hereby agrees to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Agreement and not otherwise

3.3 For the purpose of such parts of this Agreement as may be subject to the Rule Against Perpetuities that part of the Agreement shall remain in force for the period of eighty years from the date hereof

3.4 The Applicant shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs

3.5 The Applicant shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the

Council arising from any breach of this Agreement by the Owner or the Applicant

3.6 The First Mortgagee and the Second Mortgagee consent to the Owner entering into this Agreement to the intent that the Property shall hereafter always be subject to the terms of the Agreement PROVIDED THAT the First Mortgagee and the Second 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 First Mortgagee and the Second Mortgagee are respectively mortgagees in possession of the Property PROVIDED ALWAYS that the successors in title to the First Mortgagee and the Second Mortgagee shall respectively become fully liable for any breach of this Agreement

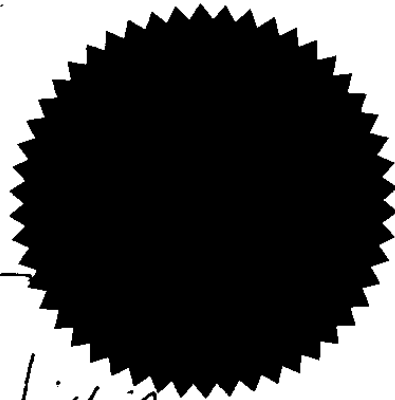
3.7 In this Agreement words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and where there are two or more persons included in the expression "the Owner" and "the Applicant" covenants expressed to be made by or with the Owner and the Applicant 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 the 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 effect when the Proposed Development is commenced and not otherwise and for the purposes of this clause commencement of the Proposed Development shall mean the time when the new use is instituted as defined by Section 56 (1) of the 1990 Act

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

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



Minute
Reg No. 4783
Initials *AKK*

Chairman *Paul Gamm*

Head of Legal Services *K. Aniship*

SIGNED as a Deed by the said) *A.C. Skelton*
ANDREW CHARLES SKELTON)
and **CAROL ELIZABETH**)
SKELTON in the presence of:) *CE Skelton*

Stranabron
The Bungalow
Fothodes
Droghda
Motor Mechanic.

SIGNED as a Deed by the said) *AP*
ADAM PATRICK MALE and)
GWEN MALE in the presence of:) *Gwen Male*

1 VICARAGE LANE
SHERBURN
MALTON
YO17 8PL
SUBPOSTMASTER

THE COMMON SEAL of)
WOOLWICH Plc)
was hereunto affixed in the)
presence of:)

Director



Secretary

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED

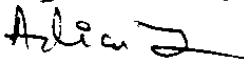
by

STEPHEN J. HERRICK



Attorney of
HSBC Bank plc

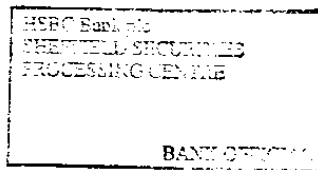
in the presence of:



CHARLES ADRIAN BRYNMOR JONES

Witness:

Address:



Occupation:

1735-6 (7/99 - UOI - 1 x PK250)

H.M. LAND REGISTRY

TITLE NUMBER

NYK229415

ORDNANCE SURVEY
PLAN REFERENCE

TA0072

Scale
1/1250

COUNTY NORTH YORKSHIRE DISTRICT RYEDALE

© Crown Copyright

PLAN No. 1



SITE PLAN
SCALE 1:500
DRG ATM/1961/02A

WILDNEWTON ROAD

THE
WILLOWS

PADDOCK

N
↑

WILLOW
COTTAGE

GRASS
COTTAGE

AP.MALE.MC-1-03.F.10
42 MAIN ST
GANTON
SCARBOROUGH
YO12 4NR.

00/1002

RYEDALE D.C.
15 AUG 2000
HEAD OF PLANNING SERVICES

RYEDALE D.C.

PLAN No. 2



the Application
Site

DATED 2nd January **2000**

THE RYEDALE DISTRICT COUNCIL

and

MR and MRS A C SKELTON

and

MR and MRS A P MALE

and

WOOLWICH Plc

and

HSBC 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 Willow Cottage Foxholes Driffield in
the County of North Yorkshire

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