



Memorandum

From: Mr K A Winship, Head of Legal Services
To: Senior Elections and Land Charges Officer ✓
cc Head of Planning Services, FAO Rachel Smith
RE: See Below
Date: 26 June 2001

Rec'd & Reg'd 27.6.2001

Planning Application Number: 00/01082/FUL
Section 106 Agreement Town & Country Planning Act 1990
Development At Quarry Farm, Sandsprunt Lane, Ebberston, Scarborough

A Section 106 Agreement dated 14 June 2001 has been made between the Council (1), Mr and Mrs A R Hebron (2), AMC Plc (3) and Barclays 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
Solicitor
Head of Legal Services



THIS DEED is made the 14ⁿ day of June 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 **BERYL CONSTANCE HEBRON and ANDREW REEVES HEBRON** both of Quarry Farm Sandsprunt Lane Ebberston Scarborough in the said County ("the Owner")
- 3 **AGRICULTURAL MORTGAGE CORPORATION Plc** (Company Registration Number 234742) whose registered office is at AMC House Chantry Street Andover Hants SP10 1DD ("the First Mortgagee")
- 4 **BARCLAYS BANK Plc** (Company Registration Number 1026167) whose registered office is at Birmingham Loan Servicing Centre PO Box 299 Birmingham B1 3PF ("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 two Legal Charges one dated the 8th day of April 1994 and made between Reeves Hebron (now deceased) and the First Owner (1) and the First Mortgagee (2) the other dated the 20th day of April 2001 and made between the Owner (1) and the First Mortgagee (2)
- (4) The Second Mortgagee is mortgagee of the Property under a Legal Charge dated the 21st day of April 2001 and made between the Owner (1) and the Second Mortgagee (2)
- (5) The Owner 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")
- (6) The Council is satisfied that the performance by the Owner of the covenants herein will remove certain arguments against or objections to

- the Proposed Development which would without the execution of this Agreement have led to the refusal of consent for the Planning Application
- (7) The Owner has 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 his part to be observed and performed
- (8) The First Mortgagee and the Second Mortgagee 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 with the consent of the First and Second Mortgagees covenants 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 Owner 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 Owner shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs

3.5 The Owner 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

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" covenants expressed to be made by or with the 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 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 full force and effect when the Proposed Development is commenced and not otherwise

3.10 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed

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

THE FIRST SCHEDULE
[the Property]

ALL THAT piece of land TOGETHER WITH buildings erected thereon situate at and known as Quarry Farm Sandsprunt Lane Ebberston Scarborough in the County of North Yorkshire which for identification purposes only is shown edged blue on Plan Number 1 annexed hereto

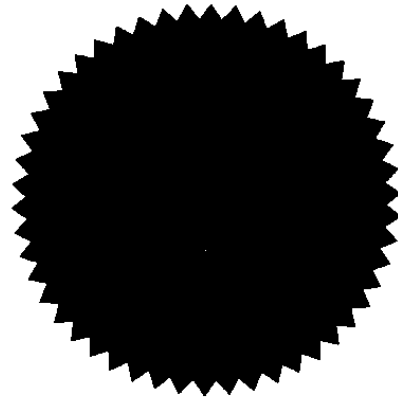
THE SECOND SCHEDULE
[Particulars of the Proposed Development]

The erection of an agricultural worker's dwelling ("the New Dwelling") on that part of the Property shown edged red on Plan Number 2 annexed hereto

THE THIRD SCHEDULE
[Negative Obligations]

The Owner covenants that the New Dwelling shall not be disposed of separately from the Property of which it forms part by way of sale lease gift or any other means but will be retained or disposed of with the remainder of the Property as an undivided whole

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



Minute NP45/2000
Reg No. 4828
Initials *BC*

CR Waugh
Chairman

K. W. Mitchell
Head of Legal Services

SIGNED as a Deed by the said)
BERYL CONSTANCE)
HEBRON in the)
presence of:)

B. C. Hebron

P O MCLTB./
4. THE CLERKS
CGA G. W. G
17 ALTON
YO17 95X
SALCS REP

PLC (Co.
SPTO 100.
secure the
1026157)

The boundaries shown by dotted lines have been
plotted from the plans on the deeds. This plan
may be updated from later survey information

PLAN No.1

BARCLAYS LOAN SERVICING CENTRE
PO BOX 299, BIRMINGHAM BT 3PF
N.A.K.

Sandpound Quarry (filled)

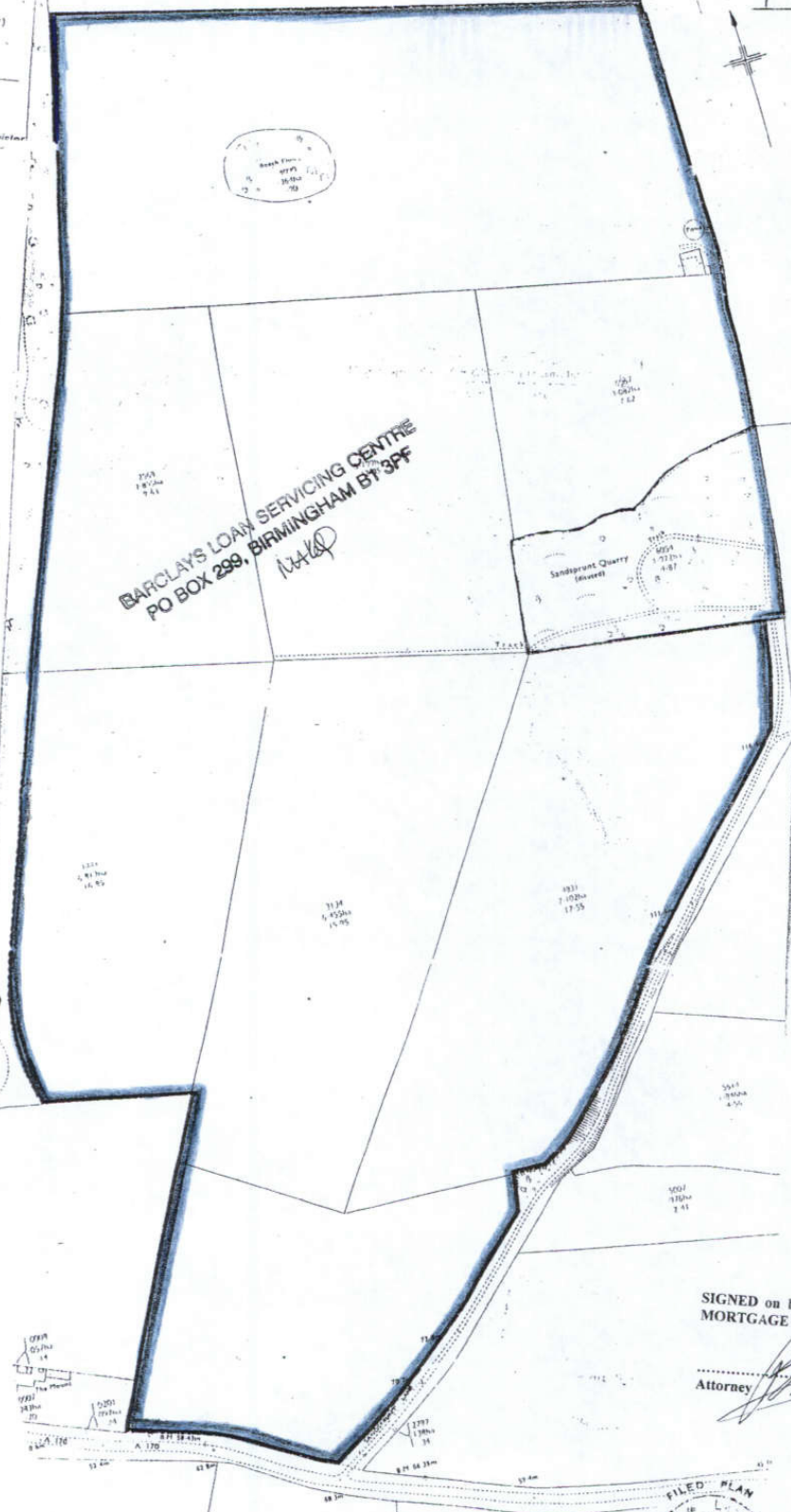
SIGNED on behalf of THE AGRICULTURAL
MORTGAGE CORPORATION PLC

Attorney *[Signature]*



B C Hebron
A R Hebron

HM LAND REGISTRY
This is the Certificate Copy of the filed plan, and may
be subject to minor distortions in scale



PLAN No. 2

7880

4166
5.199ha
12-85

6067
3.082ha
7-62

Pit
(disused)

Sandsprunt Quarry
(disused)

6054
1.972ha
4-87

7750
4.548ha
11-24

BARCLAYS LOAN SERVICING CENTRE
PO BOX 299, BIRMINGHAM B1 3ZF
MAKOP

116.4m 118.3m 116.7m 115.5m 117.3m
BM 114.77m

4831

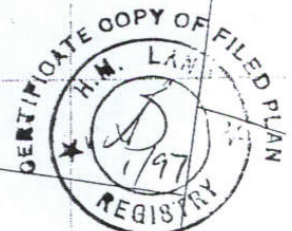
SIGNED on behalf of THE AGRICULTURAL
MORTGAGE CORPORATION PLC

Attorney

B C Hebron
A R Hebron

111.6m
5223
956ha
2-36

5614



Pond

Track

Track

SANDSPRUNT LANE

BY THIS POWER OF ATTORNEY dated 1 August 2000 BARCLAYS BANK PLC of 54 Lombard Street, London, EC3P 3AH (the "Bank") hereby appoints for a period of one year from the date of this deed

Margaret Ann Kelly
Operations Manager
Barclays Bank PLC
Camden House East
Summer Row
Birmingham
BI 3PF

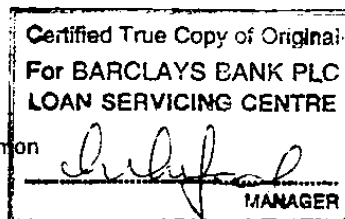
as its true and lawful attorney (the "Attorney") for and on behalf of the Bank (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney), to do and execute the following acts and deeds

1. To sign all forms of written documents except acceptances and endorsements of bills of exchange.
2. To accept and endorse bills of exchange jointly with some other person duly authorised by the Bank for that purpose.
3. To sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easement and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Bank.
4. To make any declaration, affidavit or proof of any debt due or claimed to be due to the Bank in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney replaces any previous Power of Attorney issued to the Attorney save for any specific power issued.

In witness whereof, this Power of Attorney has been executed as a deed on the date first written above.

Executed as a deed
by Barclays Bank PLC
by the affixing of its Common
Seal in the presence of :




ASSISTANT SECRETARY

Authorised Sealing Officer :
Seal Number : GCS/PA531

SIGNED as a Deed by the said)
ANDREW REEVES HEBRON)
in the presence of:

A R Hebron

P D MALTON
& THE ORCHARDS
LEAVENING
MALTON
YO17 95 X
SALES REP

SIGNED AND DELIVERED as a Deed
By **Patricia Lesley Parker**
As Attorney and for The Agricultural Mortgage
Corporation PLC
In the presence of:-

[Signature]
ALAN C. MILLER
Director
AMC House
Chantry Street
Andover
Hampshire SP10 1DE

958017

Secretary

~~THE COMMON SEAL~~ of)
~~BARCLAYS BANK Plc~~)
was hereunto affixed in the)
presence of:-)

Signed as a deed
by **M. A. KELLY** M.A.K.
as Attorney for and
behalf of
Barclays Bank PLC
in the presence of
LC BENTON LABOUR

Director

Secretary

DATED

14th June

2001

THE RYEDALE DISTRICT COUNCIL

- and -

MR & MRS A R HEBRON

- and -

AGRICULTURAL MORTGAGE CORPORATION Plc

- and -

BARCLAYS 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 Quarry Farm Sandsprunt Lane Ebberston
Scarborough in the County of North Yorkshire

K A Winship
Solicitor
Head of Legal Services
MALTON