

THIS DEED is made the *28* day of *February* 2002

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 **MARPLETIME PLC** whose registered office is at 65 King Richards Road Leicester LE3 5QG ("the Owner")
- 3 **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 135 Bishopsgate London EC2M 3UE ("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 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) By a legal charge dated the *eleventh* day of *January* 2002 the Owner charged the Property to the Mortgagee by way of legal charge
- (4) The Owner has applied to the Council for permission to develop part of the Property in the manner and for the uses set out in Second Schedule hereto ("the Proposed Development")
- (5) 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
- (6) 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

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 Mortgagee covenant(s) 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 **THE** Owner and the Mortgagee covenants with the Council that in relation to the Property the works and other matters specified in the Fourth Schedule shall be carried out in accordance with that Schedule

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

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

4.2 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

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

4.4 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

4.5 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

4.6 For the purpose of avoidance of doubt and subject to clause 4.7 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

4.7 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

[the Property]

ALL THAT piece of land TOGETHER WITH Public House erected thereon currently known as The Grapes Inn Great Habton Malton in the County of North Yorkshire which for identification purposes only is shown edged blue on the plan attached hereto

THE SECOND SCHEDULE

[Particulars of the Proposed Development]

Erection of a dwelling and garage on that part of the Property shown edged red on the attached plan ("the Application Site").

THE THIRD SCHEDULE

[Negative Obligations]

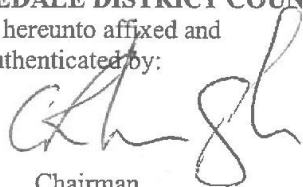
The Owner covenants not to commence the proposed development or the construction of any dwelling on the Property by the carrying out of a material operation in accordance with the provisions of Section 56 of the 1990 Act until the Council's Chief Executive has confirmed in writing that the works specified in the Fourth Schedule have been completed in a good and workmanlike manner with suitable sound materials in accordance with the specification contained in the Fourth Schedule.

THE FOURTH SCHEDULE

[Positive Obligations]

The Owner covenants that it shall carry out the following works in a good and workmanlike manner with suitable sound materials within 60 days from the date of this agreement the works contained in the attached:- Schedule of Works, supplemental memorandum dated 19 September 2001 and letter from Marpletime Plc dated 21 September 2001.

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



Chairman

Council Solicitor



Minute
Reg No. 4875
Initials JB

SIGNED as a Deed by the said
MARPLETIME PLC
in the presence of:

)
) *Train*
)
) *John*

~~SIGNED as a DEED~~
by **DIANE BARBARA STANT**
as the Attorney on behalf of
NATIONAL WESTMINSTER BANK
PLC in the presence of:-

)
) *John*
)

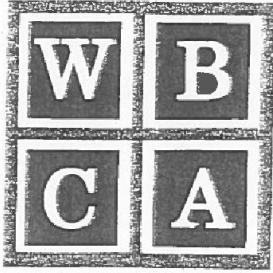
Witness:

A. [Signature]

Address:

Credit Documentation
PO Box 339, Floors 13, 14 & 15
Lowry House
17 Marble Street
Manchester M60 2AH

Occupation:



Wharfe Bank Contract Assoc. Ltd

Wharfe Bank, Tadcaster LS24 9AN Telephone: (01937) 530048

Fax: (01937) 832676 V.A.T. No. 545 5445 33

F A O Derek Train

Re : Grapes, Great Habron

Dear Derek

I have enclosed budget costings for the above property to allow for a refurbishment all as discussed.

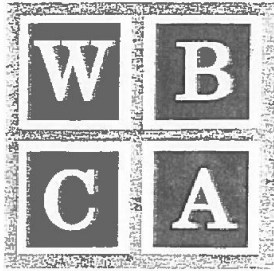
Living Accommodation

New kitchen units and decoration	
Bedroom 1 decoration	1500.00
Staircase landings and passageway re decorating	250.00
Bedroom 2 ceiling repair and decoration	450.00
Bedroom 3 re decoration	800.00
Bedroom 4 ceiling repair and decoration	480.00
Fit new bathroom suite and re decoration	650.00
Electrics - To bring electrics up to 16th edition	900.00
To make good all wall and ceiling surfaces and fit new floor covering to EHO requirements.	7000.00
	4000.00

Trading Areas

To carry out internal decorations to the whole of the trading areas. Colours to be agreed.	
To supply and fit contract grade carpet throughout	3200.00
To refurbish the existing bar servery. Fit new drinks shelves and dado	4400.00
To supply and fit new lightfittings to all existing light points	4100.00
	2000.00
To supply	
10 No new tables	
10 No new chairs	
10 No new low stools	
Fixed seating fabrics to be agreed	4000.00
To supply and fit bric a brac	1000.00
To seduce existing heating system and renew pumps thermostat, flush system and leave operable	1200.00
Refurbishment of ladies and gents toilets including tiling and new fitments	2500.00

Managing Director: P. G. Claydon



Wharfe Bank Contract Assoc. Ltd

Wharfe Bank, Tadcaster LS24 9AN Telephone: (01937) 530048

Fax: (01937) 832676 V.A.T. No. 545 5445 33

General plaster works throughout including exposed brickwork	600.00
Repairs to roof and chimney stacks	2500.00
Structural repairs spec to be agreed	2000.00
Carry out repairs to existing window frames, doors, paint new windows	3000.00
PC sum for sewage	2000.00
To landscape side garden	1500.00
To renew existing flat roofs	1500.00
To demolish existing outbuildings and form new carpark which will include form new entrance and gradient roadway to form 12 new car parking spaces with a chipping finish, finished with kerb edging	13000.00

All prices are exclusive of VAT

Managing Director: P. G. Claydon

Memorandum

To: Fiona Brown
CC: [Click here and type name]
From: Carol Rattenbury
Date: 19/09/01
Re: The Grapes, Great Habton

Dear Fiona,

As promised some notes on the structural problems at the Grapes at Great Habton. Demolition and rebuilding of the flat roof extension is a serious consideration:

- Effective drainage, the existing kitchen drain blocks very easily. Possibly the system requires repair. A grease trap would prevent grease contributing to the problem in future.
- Adequate facilities for washing food, equipment and hands need to be provided. Ideally a vegetable preparation sink, dish washing either in a dishwasher or double deep sink. If as dishwasher is used a deep sink is still required for large items. A small separate hand basin
- Requests have been made that the floor and ceiling should be repaired.
- Electrical safety has been identified as a potential problem
- Ventilation of cooking area should be adequate (and working) for the size and type of appliances.
- Wall finishes should be impervious and easy to clean. Cladding is recommended but tiles and certain, suitable paints comply.

Unfortunately cleaning is not a structural issue!

I'm happy to make a site visit to discuss layout and equipment.

Carol

Marpletime Plc.

Head Office:
65 King Richards Road
Leicester
LE3 5QG
Tel: 0116 262 8828
Fax: 0116 262 8825

Our Ref: DT/TJS.2727.21.09

Date: 21st September 2001

Head of Legal Services
Ryedale District Council
Ryedale House
Malton
North Yorkshire
YO17 7HH
For the attention of Fiona Brown

Head of Legal Services	
24 SEP 2001	Ref - FB.
To -	
Referred to -	
By -	
<i>Please expedite</i>	

Dear Fiona

Re: Grapes Inn, Great Habton, Malton

Further to our conversation regarding our proposed purchase and development of the above public house, I would confirm and guarantee that the kitchen area, including drainage will be brought up to the standard required by the council as detailed in the internal memo to you from Carol Rattenbury dated 19th September 2001.

Yours sincerely



pp **Derek Train**
Director

DATED 28 FEBRUARY 2002

THE RYEDALE DISTRICT COUNCIL

and

MARPLETIME PLC

and

NATIONAL WESTMINSTER BANK PLC

A G R E E M E N T

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 The Grapes Inn Great Habton Malton
in the County of North Yorkshire

K A Winship
Solicitor
Council Solicitor
MALTON