



Memorandum

From: Mr K A Winship, Council Solicitor

To: Jo Dodgson, Local Land Charges
cc Development Control Manager

RE: **Planning Application Number: 01/01359/FUL**
Section 106 Agreement Town & Country Planning Act 1990
Development at the Mill, Ebberston *Ausleton*

Jo
17/12/02

Date: 10 December 2002

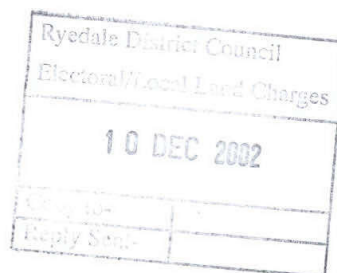
A Section 106 Agreement dated 22 November 2002 has been made between the Council (1), Messrs CH, SJ and A Turnbull (2).

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
Council Solicitor



THIS DEED is made the 22 day of ~~NOVEMBER~~ 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 **CHARLES HENRY TURNBULL** of The Mill House Allerston Pickering in the said County and **STANLEY ^(Snr) JAMES TURNBULL** of Wydale 22 Hampton Drive Market Drayton in the County of Shropshire and **ALAN TURNBULL** of 1 Kings Garth Ebberston Scarborough in the said County of North Yorkshire ("the Owner")

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 free from encumbrances
- (3) 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")
- (4) 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
- (5) 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 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" and "the Owner" 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 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 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

3.7 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

3.8 For the purpose of avoidance of doubt and subject to clauses 3.9 and 3.10 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 This Agreement shall not take effect until development is commenced in accordance with the Planning Permission and the Owner agrees to notify the council within seven days of commencement of the development

3.11 Neither the owner nor any successor in title to the Property shall be under any liability in respect of the terms of this Agreement after they have parted with all interest therein

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 The Mill Main Street Allerston Pickering in the County of North Yorkshire and shown edged green on the plan annexed hereto

THE SECOND SCHEDULE
[Particulars of the Proposed Development]

Change of use of granary and outbuilding to form a dwelling on that part of the Property shown edged red on the said plan ("the Application Site")

THE THIRD SCHEDULE
[Negative Obligations]

To cease the use of the existing unrestricted haulage use on the remaining fold-yard area to the north of the Application Site shown edged in blue on the plan annexed hereto

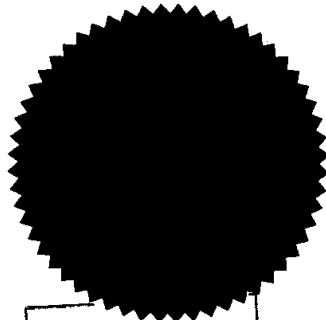
THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and)
is authenticated by:)

[Handwritten Signature]

Chairman

[Handwritten Signature]

Council Solicitor



Misc
Reg No. 4933
Initials JB

SIGNED as a Deed by the said)
CHARLES HENRY TURNBULL)
in the presence of:)

CH Turnbull

Richard Watson
RICHARD WATSON
MIDDLE FARM HOUSE
ALLERSTON PICKERING YO18 7PG

SIGNED as a Deed by the said)
STANLEY ~~TURNBULL~~)
in the presence of:)

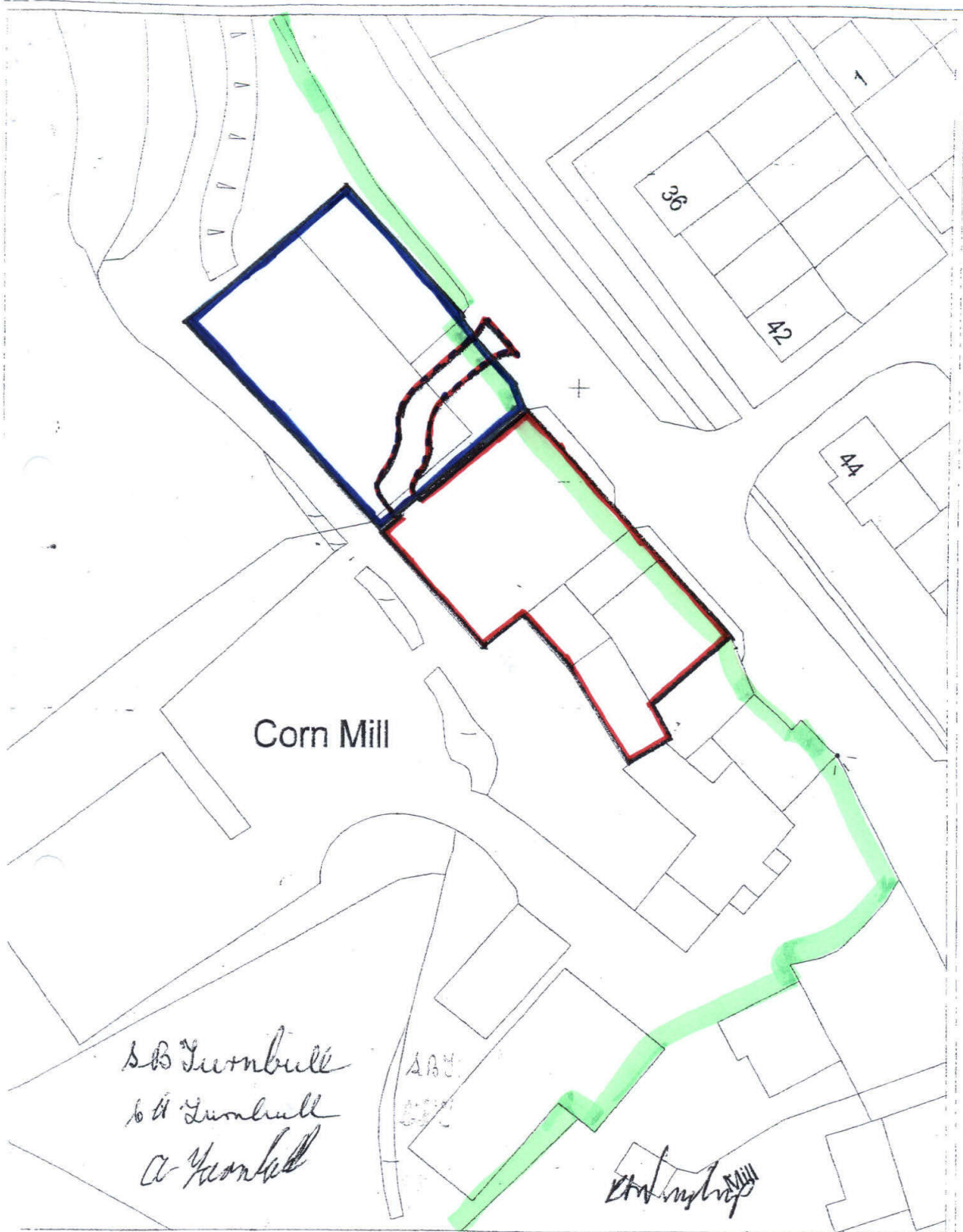
SB Turnbull

D.R. Baker
MRS DOROTHY RUTH BAKER
WESLEY HOUSE
1, CLIVE ROAD
MARKET DRAYTON TF9 3DJ
TEACHING ASSISTANT

SIGNED as a Deed by the said)
ALAN TURNBULL in the)
presence of:)

AL Turnbull

Richard Watson
RICHARD WATSON
MIDDLE FARM HOUSE
ALLERSTON PICKERING YO18 7PG
RTD FARMER



*S B Turnbull
 S H Turnbull
 A Yeatell*

[Handwritten signature]

SCALE 1:500	DRAWN BY	DATE 9th October 2002
Department Planning Services		Drawing No.

Ryedale House, Malton
 North Yorkshire, YO17 7HH

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DATED 22 NOVEMBER

2002

THE RYEDALE DISTRICT COUNCIL

and

MESSRS C.H. S.J. and A. TURNBULL

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 The Mill Main Street Allerston Pickering
in the County of North Yorkshire

K A Winship
Council Solicitor
MALTON