

Memo

To: Anthony Winship – Head of Legal Services
From: David Butt, Development Control Officer
Date: 08/03/2005
Re: Section 106 Request (04/01016/FUL – Loand House, Cropton Lane, Cropton)

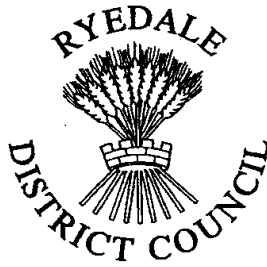
I refer to my recent discussion with Fiona Brown concerning a Section 106 Agreement in connection with this site. I would confirm that planning permission was granted on 20 October 2004 in respect of this proposal. This permission was issued under the Scheme of Delegation.

Planning permission was previously granted on 27 September 1999, also subject to a Section 106 Agreement. The only change from that agreement is that the proposal relates to a dwelling and three holiday cottages as opposed to a dwelling, two holiday cottages and an office.

David Butt 
Development Control Officer

Ryedale House
Malton
North Yorkshire
YO17 7HH

Tel: (01653) 600666
Fax: (01653) 690834
Website: www.ryedale.gov.uk



Chief Executive
Harold Mosley

Assistant Chief Executives
John Davison
Marie-Ann Jackson
Sue Redfern

Hague Builders Ltd
Wykeham Farm
Old Malton
MALTON
North Yorkshire
YO17 6RF

15 March 2005

Dear Sir/Madam

APPLICATION NO: 04/01016/FUL

DESCRIPTION: Change of use of office/workshop to holiday cottage

**LOCATION: Loand House, Cropton Lane, Cropton, Pickering, North Yorkshire YO18
8HG**

Planning Permission has been granted for the above development subject to your Client entering into an Agreement with the Council pursuant to Section 106 of the Town & Country Planning Act 1990 as amended. The Agreement will be on the same basis as the Section 106 Agreement dated 15 September 1999 between Ryedale District Council and Mr T L Gibson and Miss R A Ballus except for referring to a two-storey dwelling and three holiday cottages together with formation of new access.

Before the draft Agreement (which is a legal document on which your Client may require advice) is drawn up for approval, I would be grateful if you could forward the attached Planning Agreement Enquiry and Requisition Form direct to your Client or to his Solicitor for completion on his behalf. It is important that your Client should ask his Solicitor to assist him in completing the enclosed form as it includes several questions on the matter of the ownership and occupation of and title to the land to be covered by the Agreement. When completed, the form should be returned to the Council Solicitor at the above address as soon as possible so that the draft Agreement can then be sent to your Client's Solicitor for approval on his behalf. If you have any questions with regard to this matter please contact Fiona Brown on extension 261.

Yours faithfully

K A Winship 
Council Solicitor

Enc

LEGAL SERVICES
Council Solicitor - K A Winship LLB(Hons)

INSTRUCTIONS TO HEAD OF LEGAL SERVICES:
SECTION 106 AGREEMENT

Authorised by Area Planning Committee on: 5 November 2004
Action Requested by: David Butt
Date Submitted: 8 March 2005
Completion Date Required: 5 April 2005

Action Required: Negotiate and complete an agreement pursuant to Section 106 Town & Country Planning Act 1990 as amended in respect of the following:

APPLICATION NO: 04/01016/FUL

APPLICANT: Hague Builders Ltd
ADDRESS: Wykeham Farm
Wykeham
Old Malton
MALTON
North Yorkshire
YO17 6RF
Tel: 01653 695214

AGENT:
ADDRESS:

Tel:

PROPOSAL: Change of use of office/workshop to holiday cottage

APPLICATION SITE: Loand House, Cropton Lane, Cropton

Approx Area:(A/Ha)

SUMMARY OF TERMS TO BE INCLUDED IN AGREEMENT:

Restriction/Obligation: The same as the Section 106 Agreement dated 15 September 1999 between Ryedale District Council and Mr T L Gibson, Miss R A Ballus except for referring to a two-storey dwelling and three holiday cottages together with formation of new access.

PLANNING AGREEMENT ENQUIRY AND REQUISITION FORM

1. Full Name and address of applicant(s)

2. Full name & address of any legal person* having any of the following interests in the application site:-

- (a) OWNER -
(name all fee simple owners, including persons having or proposing to have the benefit of an option to purchase or contract for the purchase of the application site)
- (b) TENANT
- (c) CHARGEE/MORTGAGEE
(including address of registered office as well as of local branch and date of the Charge/Mortgage)
- (d) LICENSEE
- (e) OTHER (specify interest)

3. Supply proof of Title to the application site and any adjoining land.

Enclosed/Not enclosed

4. Confirm the applicant(s) will pay the Council's current administrative fee:

£100 + VAT

***Note:**

If any of the persons named in the answers to the above questions are a limited company the full correct company name and the address of the registered office should be supplied. If any persons named trade under a business name then the name of the sole trader, partners or company so trading, together with their address, should also be stated. If a partnership is involved the full names and address of all partners should be given.

SOLICITOR FOR APPLICANT:

Name:

Address:

.....

.....

Tel:

THIRD PARTIES (if any) who need to be consulted about and/or be party to an agreement:

Name(s):

Address:

.....

.....

Tel:

DETAILS OF ADJOINING LAND if known to be owned/occupied by applicant:

.....

.....

.....

.....

.....

Plans submitted with this request:

1 plan showing the application site edged in red and the adjoining land in blue

5 unmarked OS site plans

Legal Section File Reference:

Officer Responsible:



Memorandum

From: Carole Watson, Legal Services
To: David Butt – Development Control
Jo Dodgson, Land Charges
RE: Section 106 Agreement – Loand House Cropton Pickering
Date: 26 July 2005

The above Section 106 Agreement was completed on the 12 July 2005 and I attach a copy for your records.

Please could the decision notice be issued as soon as possible.

Regards.

Carole

RYEDALE D.C.

26 JUL 2005

RYEDALE DISTRICT COUNCIL

THIS DEED is made the 12th day of July 2005
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 **HAGUE BUILDERS LTD** Registered Office Wykeham Farm, Wyeham, Old Malton North Yorkshire YO17 6RF ("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 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 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 For the purpose of avoidance of doubt and subject to clause 3.8 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

3.8 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 the buildings erected thereon known as Loand House Cropton Lane Pickering in the County of North Yorkshire part of the boundary of which is shown edged blue on the plan annexed hereto ("the Plan")

THE SECOND SCHEDULE

[Particulars of the Proposed Development]

Change of use of agricultural buildings to form a two-storey dwelling ("the Dwelling") three holiday cottages with formation of new access within that part of the Property shown edged red on the Plan ("the Application Site")

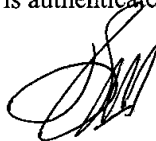
THE THIRD SCHEDULE

[Negative Obligations]

The Owner covenants that

1. no separate disposal of any building on the Application Site shall take place by way of sale lease licence gift or any other means (all the buildings on the Application Site remaining in one ownership) PROVIDED THAT the letting of the three holiday cottages for up to twenty-eight days in any calendar year in respect of each letting shall not constitute a disposal
2. the Dwelling on the Application Site shall not be occupied until the three holiday cottages have all been brought into full and proper use

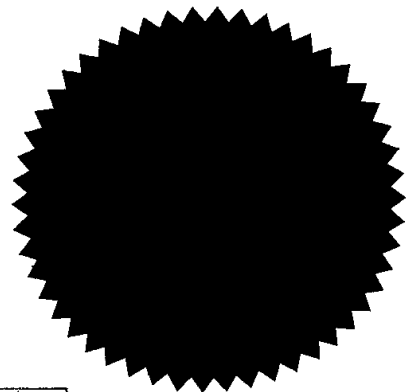
THE COMMON SEAL of THE RYEDALE)
DISTRICT COUNCIL was hereunto)
affixed and is authenticated by:)



Chairman



Council Solicitor



Minute 934/82
Reg No. 5088
Initials CW

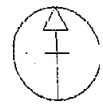
THE COMMON SEAL of HAGUE)
BUILDERS LIMITED was hereunto affixed and)
is authenticated by:)

Director *A Hague*

Director/Secretary *A Hague*



NYK282470



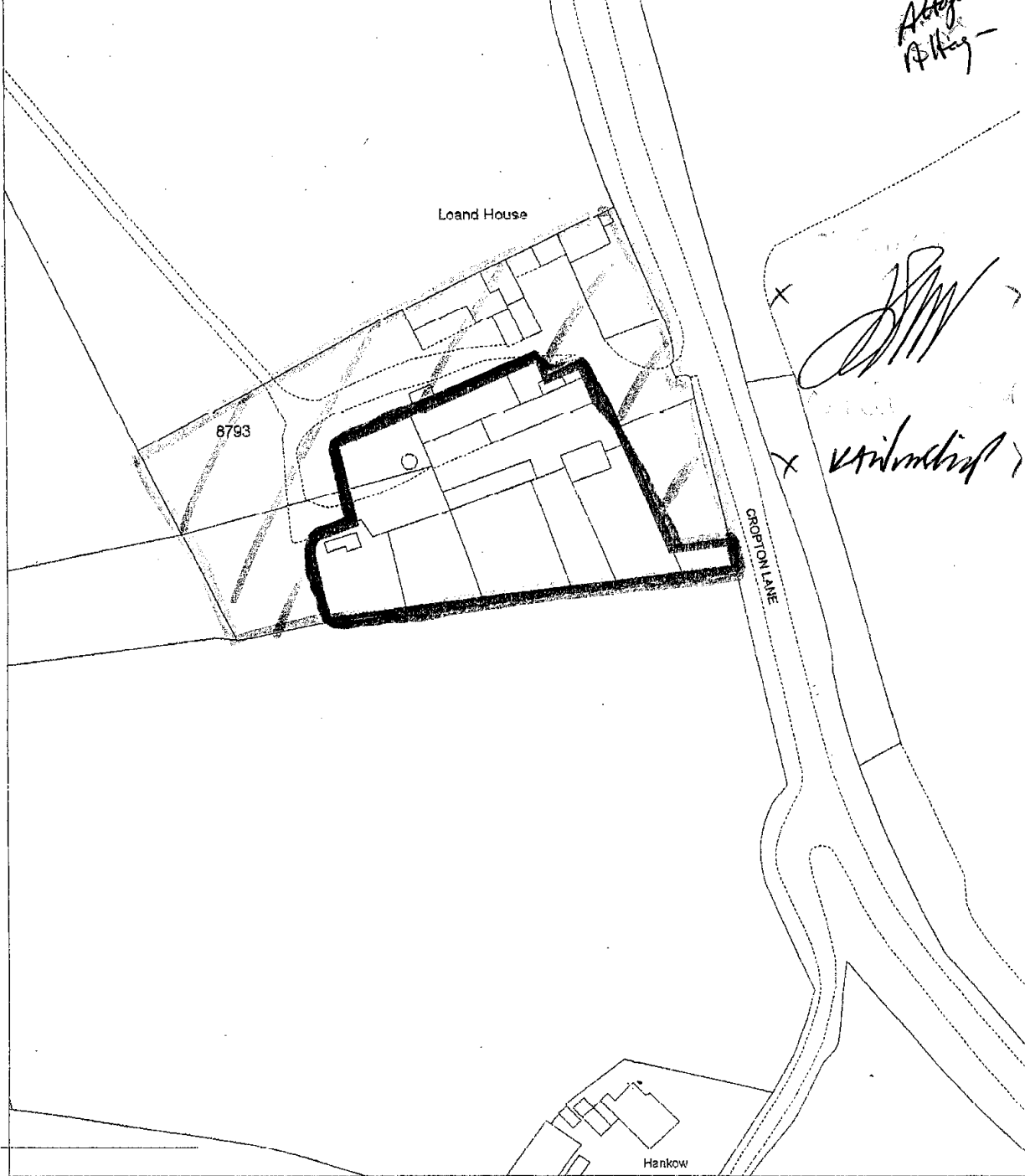
NORTH YORKSHIRE : RYEDALE

ORDNANCE SURVEY MAP REFERENCE:

SE7586NE

SCALE: 1:1250

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This is a print of the view of the title plan obtained through Land Registry Direct showing the state of the title plan on 17 FEB 2005 at 10:51:55. It may not be to the scale shown on the title plan.

This title is dealt with by the York District Land Registry.

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DATED

12th July

2005

THE RYEDALE DISTRICT COUNCIL

and

HAGUE BUILDERS LIMITED

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 Loand House Cropton Lane Pickering
in the County of North Yorkshire

K A Winship
Council Solicitor
M A L T O N