

05/250

**THIS DEED** is made the 20<sup>th</sup> day of February 2009  
**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 **YORKSHIRE HOUSING LIMITED**, Registered Office Yorkshire House, 6 Innovation Close, Heslington, York. YO10 5ZF("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 (subject as hereinafter mentioned but otherwise) 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
- 4 **IT** is agreed and declared as follows:-

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

4.2 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

4.3 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

4.4 The Owner shall on execution of this Agreement pay to the Council a fee of £200 plus VAT to cover the Council's legal costs

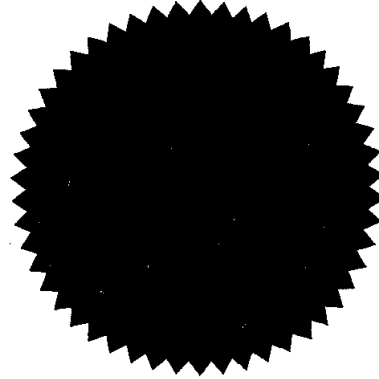
4.5 The Owner shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the Council arising from any breach of this Agreement by the Owner

4.6 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

4.7 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

4.8 For the purpose of avoidance of doubt and subject to clause 4.9 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

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

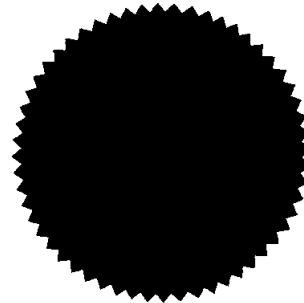


Minute 145/2008  
Reg No. 6189  
Initials CW

Chairman

Council Solicitor

THE COMMON SEAL of )  
YORKSHIRE HOUSING LIMITED )  
was hereunto affixed in the )  
presence of: )



Authorised Signatory

Authorised Signatory

3497  
RR

4.9 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

**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 Moorside Nurseries, Piercy End, Kirkbymoorside, York. YO62 6DQ

**THE SECOND SCHEDULE**

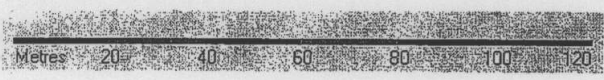
[Particulars of the Proposed Development]

Erection of 13no. two-bedroom dwellings, 2no. two-bedroom apartments, 1no. four-bedroom and 1no. three-bedroom dwelling with parking and amenity areas (outline approval 05/00250/OUT dated 25.04.2005)

**THE THIRD SCHEDULE**

[Negative Obligations]

The Owner covenants with the Council not to construct more than 50% of the dwellings on the Property unless and until the sum of £25,625 (twenty-five thousand six hundred and twenty-five pounds) has been paid to the Council for the purposes of providing or enhancing open space within the vicinity of the Property.



Waltham House  
Limited  
Reg No 3497  
Initials RL.



DATED

20th February 2009

**THE RYEDALE DISTRICT COUNCIL**

and

**YORKSHIRE HOUSING 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 land at Moorside Nurseries, Piercy End, Kirkbymoorside, York in  
the County of North Yorkshire

K A Winship  
Council Solicitor  
MALTON