

Memorandum

From: Carole Watson, Legal Services
To: Rachel Smith – Planning Officer
~~Karen Hood – Technical Officer /~~
Jo Dodgson/Kerry Clements - Land Charges

RYEDALE D.C.

- 6 JUL 2007

DEVELOPMENT CONTROL

RE: Section 106 Agreement - Howsham Mill Application Number: 05/01222/FUL
Ryedale District Council (1) (2) The Renewable Heritage Trust Limited

Date: 04 July 2007

The above Section 106 Agreement was signed on the 30 May 2007 and we received the final documentation we required from the applicant's solicitors on the 29 June 2007. I attach a copy of the Agreement for your records.

Regards.

Carole

THIS DEED is made the 30th day of May 2007
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 **THE RENEWABLE HERITAGE TRUST LIMITED** of 3 Park Avenue, Scarborough, North Yorkshire YO12 4AG ("the Owner")

DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-

"Commencement of Development" means the carrying out of a material operation in Section 56(4) of the Town and Country Planning Act 1990

"Council Solicitor" means the Council Solicitor for the time being for Ryedale District Council or such other Officer as may from time to time be primarily responsible for the provision of legal advice to the Council.

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

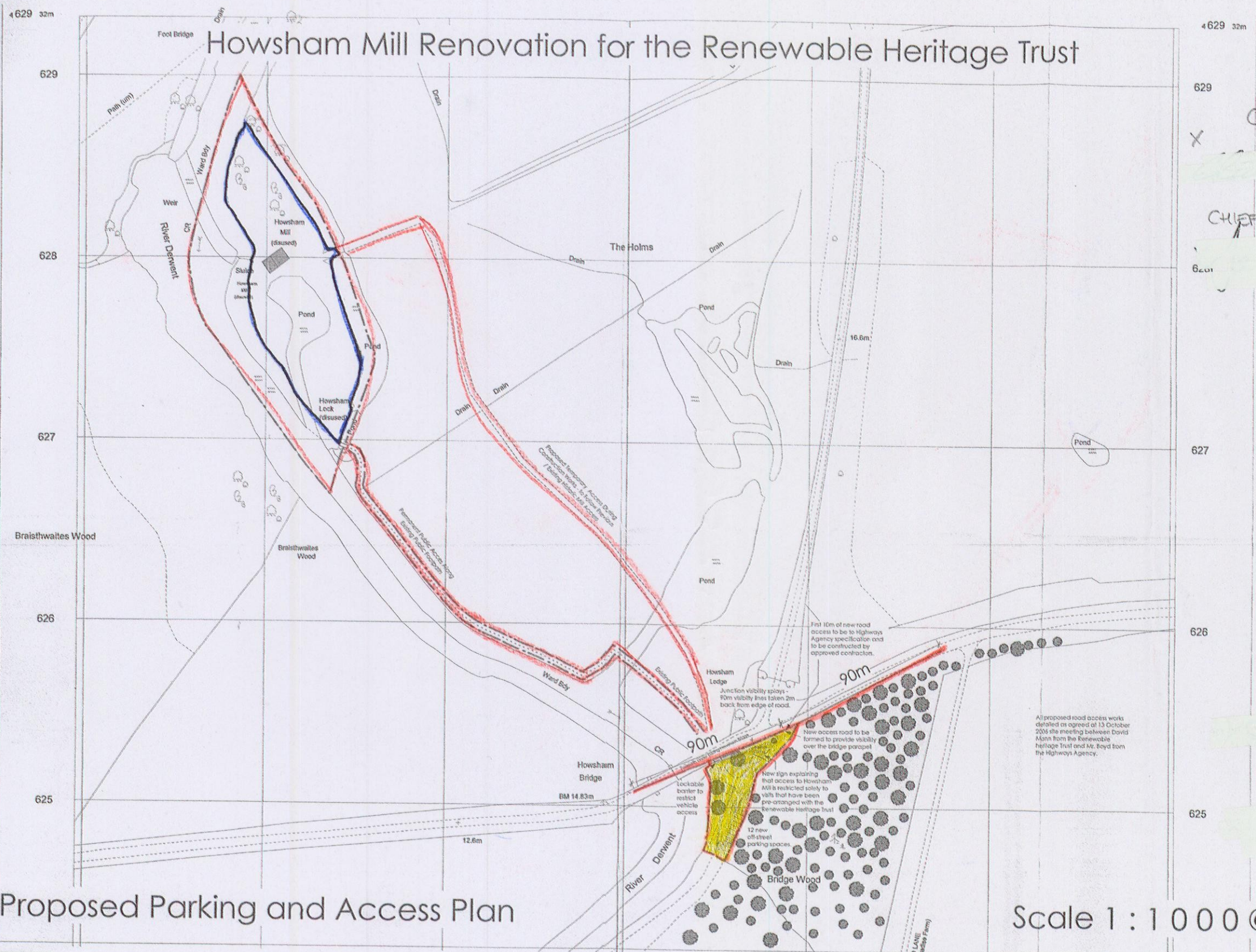
3.4 The Owner shall on execution of this Agreement pay to the Council a reasonable and proper fee to cover the Council's legal costs

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 or the 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

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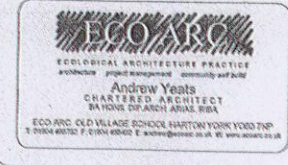


As Proposed Parking and Access Plan

Scale 1 : 1 0 0 0 @ A1

CHAIRMAN

CHIEF EXECUTIVE



RYEDALE D.C.
25 OCT 2006
DEVELOPMENT CONTROL

Rev. B Issued 24th October 2006
Rev. A Issued 23rd January 2006
Issued 11.6th January 2006

DATE 24th October 2006
SCALE 1:1000 @ A1 / 1:2000 @ A3
DRAWN A10 Rev. 1

PROJECT
Howsham Mill
DRAWING
AS PROPOSED DRAWING
Site Parking & Access Plan

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 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 only come into full force and effect upon the Commencement of Development 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 Howsham Mill as the same is edged in blue on the plan annexed hereto ('the Plan').

THE SECOND SCHEDULE
Particulars of the Proposed Development

Change of use with alteration and partial re-building of former watermill to form educational resource centre with bunking facility to include installation of new water wheel and first floor Application Number 05/01222/FUL the Application Site is shown edged in red on the Plan

THE THIRD SCHEDULE
Negative Obligations

1 The Owner Covenants not to use the educational resource centre and bunking facility on the Property unless either;

1.1 the area shown shaded yellow on the Plan is available for immediate use for the parking of vehicles brought by persons using or visiting to the educational resource centre and bunking facility; or

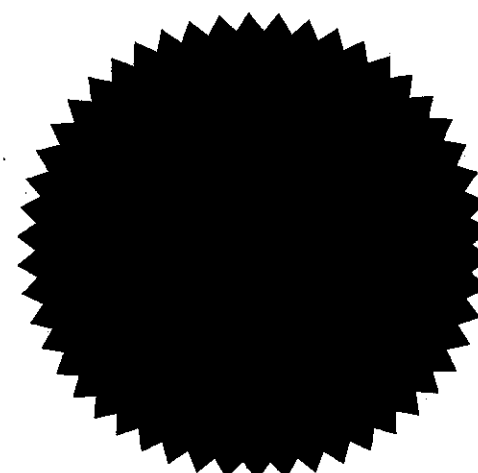
1.2 alternative car parking facilities are immediately available for such use provided that details of such alternative car parking facilities have previously been submitted to and approved in writing by the Local Planning Authority (such approval not to be unreasonably withheld or delayed)

2 The Owner covenants that Commencement of Development on the Property will not take place unless and until the Owner has entered into a Lease in respect of the area shaded yellow on the Plan, for a term exceeding 7 years and has produced to the Council Solicitor a certified copy of the completed Lease.

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

Chairman

CHIEF EXECUTIVE
Council Solicitor



Minute P. 83/07 (2005)
Reg No. 6093
Initials ELW

EXECUTED AS A DEED BY
THE RENEWABLE HERITAGE TRUST
Acting by two officials

)
) MO MACLEOD, CHAIR
)
Trustee

DATED

30th May

2007

THE RYEDALE DISTRICT COUNCIL

and

THE RENEWABLE HERITAGE TRUST 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 Howsham Mill, Howsham in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON