



Memorandum

From: Carole Watson, Legal Services

To: Alan Hunter – Planning Officer
Karen Hood - Technical Officer
Jane Hall/Shirley Wilson – Enforcement
Jo Dodgson/Kerry Clements - Land Charges

RE: Section 106 Agreement - Sherburn Carr Farm Station Road Sherburn Ryedale District Council (1) Jean Atkinson and Stephen Atkinson (2)

*Stalton Rd
Sherburn*

Date: 11 January 2008

The above Section 106 Agreement was completed on the 11 January 2008 and I attach a copy for your records.

Please could the Planning Department place a copy of the Agreement on the Planning Register. Also please could the Planning Department monitor the development and ensure that the covenants are complied with. The trigger points are contained in the Third Schedule.

Thank you.

Carole

Ryedale District Council	
Electoral/Local Land Charges	
10 JAN 2008	
Copy to	
Reply sent	

THIS DEED is made the 11th day of January 2008

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 **JEAN ATKINSON** of Lilac House Thorpe Bassett Malton North Yorkshire YO17 8LU and **STEPHEN ATKINSON** of Mayfield House Malton Road Pickering North Yorkshire YO18 8EA ("the Owners")

DEFINITIONS

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

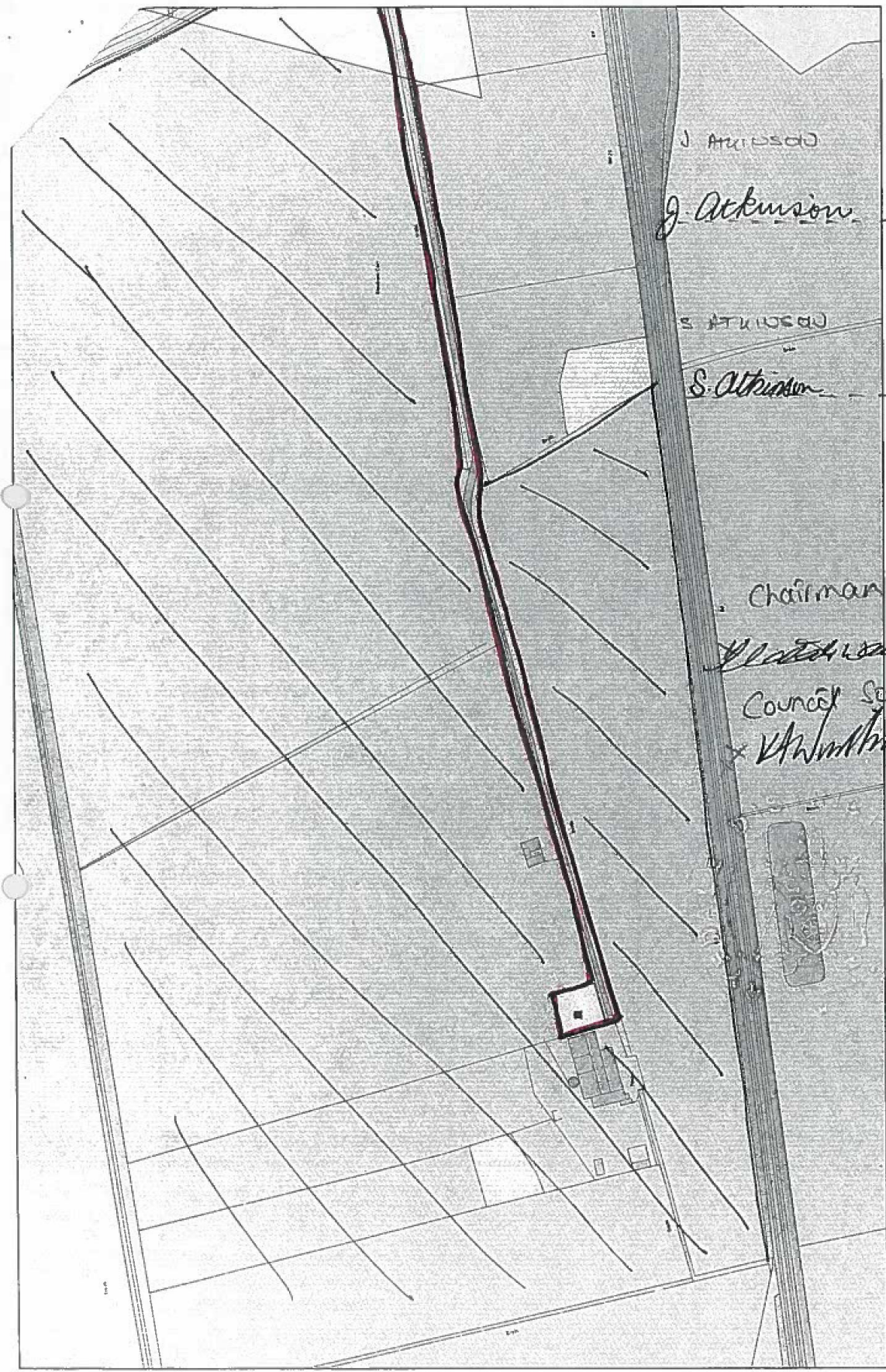
- 'Commencement of Development' means the date of commencement of development by the carrying out of a material operation in Section 56(4) of the Town and Country Planning Act 1990
- 'Livestock Operation' means the breeding herd of Pedigree Charolais suckler cows together with rearing of the progeny

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 Owners are the Owners in fee simple in possession of the Property (subject as hereinafter mentioned but otherwise) free from encumbrances
- (3) The Owners have 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 Owners 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 Owners have 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** Owners covenant 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** Owners covenant with the Council that in relations 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" and "the Owners" shall include their respective successors in title and assigns
- 4.2 The Owners hereby agree 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 Owners shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs
- 4.5 The Owners 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 Owners
- 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 Owners" covenants expressed to be made by or with the Owners 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



J ATKINSON
J. Atkinson

S ATKINSON
S. Atkinson

Chairman
[Signature] X
Council Secretary
[Signature] X

Date: 25 June 2007
SLA: 1.00019406
Scale: 1:2500

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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

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 Sherburn Carr Farm, Station Road, Sherburn, Malton, North Yorkshire

THE SECOND SCHEDULE
[Particulars of the Proposed Development]

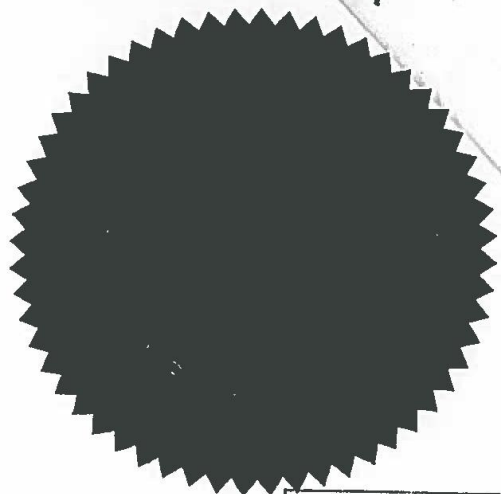
Erection of an agricultural workers dwelling (site area 0.1ha) at the Property Application Number 06/01148/OUT

THE THIRD SCHEDULE
[Positive Obligations]

The Owners covenant with the Council that within two years of Commencement of Development of the Agricultural Workers Dwelling subject to the Planning Application they will;

Transfer the Livestock Operation together with all Livestock associated with the Livestock Operation from its base at Lilac House, Thorpe Bassett, Malton North Yorkshire to the Property and thereafter continue to use the Property as the base for the Livestock Operation and for the accommodation of all Livestock associated with the Livestock Operation

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



~~Chairman~~

K. W. M. H. P.
Council Solicitor

Chairman
Alastair Wainwright

Minute 934/82
Reg No. 6132
Initials EW

SIGNED as a Deed by the said)
JEAN ATKINSON in the)
presence of:)

J. Gibson.
38, SCARBOROUGH Rd.
RILLINGTON.
MALTON.
N. YORKSHIRE YO17 8LH

J. Atkinson

SIGNED as a Deed by the said)
STEPHEN ATKINSON in the)
presence of:)

J. Gibson.
38, SCARBOROUGH Rd
RILLINGTON,
MALTON.
N. YORKSHIRE YO17 8LH

S. Atkinson

DATED

11 January

2008

THE RYEDALE DISTRICT COUNCIL

and

JEAN ATKINSON AND STEPHEN ATKINSON

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 land at Sherburn Carr Farm Station Road Sherburn Malton in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON