

THIS DEED is made the 19 day of December 2013

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 MILNER FARMS (HOLDINGS) LIMITED of Rectory Farm Scrayingham York YO41 IJD company number 03664199 ("the Owner")

DEFINITIONS

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

- "Affordable Housing Commuted Sum" Means the sum of Two Hundred and Forty Thousand Pounds (£240,000.00) in lieu of any obligation as to provision of affordable dwellings on the Development to be provided in three equal installments which may be used by the Council to provide affordable housing as the Councils Housing Services Manager may in her absolute discretion so decide.
- "Chargee" "Chargee" shall mean any mortgagee or chargee of the Owner or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
- "Open Space Commuted Sum" Means the sum of Twelve Thousand Pounds (£12,000) for enhancing and providing open space in the vicinity of the Property

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 ("the Planning Application") 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

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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 **IT** is agreed and declared as follows:-
 - 2.1 The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns
 - 2.2 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 Schedules hereto
 - 2.3 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
 - 2.4 For the purpose of such parts of this Agreement as may be subject to the Rule Against Perpetuities such parts of the Agreement shall remain in force for the period of eighty years from the date hereof
 - 2.5 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
 - 2.6 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
 - 2.7 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
 - 2.8 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

- 2.9 For the purpose of avoidance of doubt and subject to clause 2.11 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
- 2.10 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
- 2.11 If the Planning Permission granted pursuant to the Planning Application shall expire before the Proposed Development is commenced or shall at any time be revoked this Agreement shall forthwith be annulled and cease to have any effect and the Council shall immediately remove any entry relating to this Agreement from the Register of Local Land Charges
- 2.12 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site or part of the Site in respect of the Site in respect of which that breach occurs
- 2.13 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than one relating to the Proposed Development) granted (whether or not on Appeal) after the date of this Agreement

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 Rectory Farm Scrayingham York shown for the purposes of identification edged in red and in green on the Plan.

THE SECOND SCHEDULE
[Particulars of the Proposed Development]

Erection of 2no. four bedroom dwellings with detached double garages, 4 no. three bedroom semi-detached dwellings with detached single garages and formation of vehicular accesses
Application number 06/01232/FUL

THE THIRD SCHEDULE
[Negative Obligations]

COMMUTED SUMS

Open Space Commuted Sum

1. The Owner covenants with the Council not to commence construction of more than 3 of the dwellings on the Property unless and until the Open Space Commuted Sum has been paid to the Council

Affordable Housing Commuted Sum

2. The Owner covenants with the Council not to Complete more than two of the dwellings on the Property unless and until the sum of £80,000 (Eighty Thousand Pounds) being the first instalment of the Affordable Housing Commuted Sum has been paid to the Council
3. The Owner covenants with the Council not the Complete more than four of the dwellings on the Property unless and until the sum of £80,000 (Eighty Thousand Pounds) being the second instalment of the Affordable Housing Commuted Sum has been paid to the Council
4. The Owner covenants with the Council not to Complete the final dwelling on the Property unless and until the sum of £80,000 (Eighty Thousand Pounds) being the third and final instalment of the Affordable Housing Commuted Sum has been paid to the Council.
5. For the purposes of this Schedule "Complete" means that the dwelling is constructed, fitted out and ready for occupation.

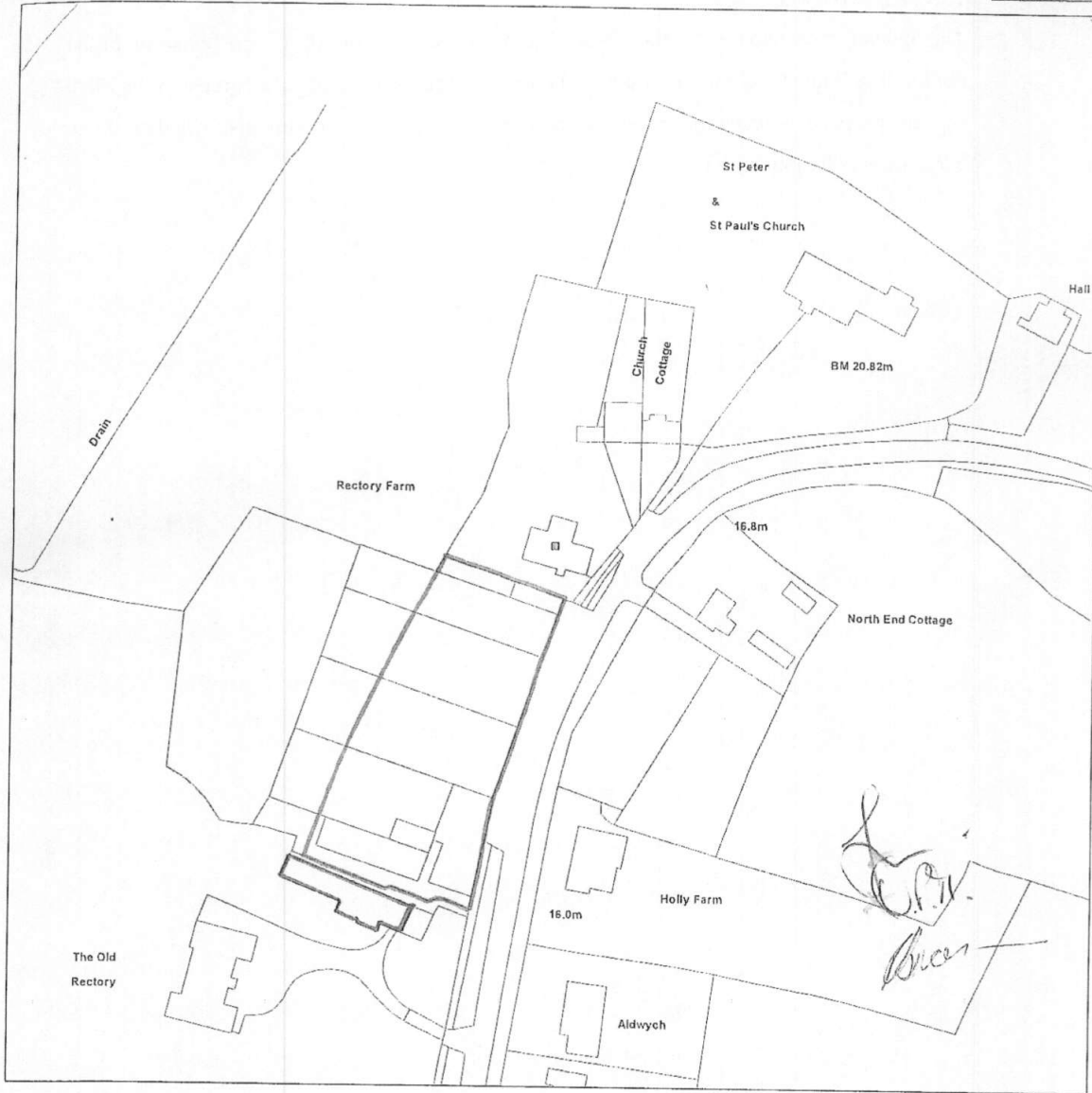
Rectory Farm
Plot Set

Rectory Farm Scrayingham, YORK

Not Set



GIS by ESRI (UK)



Scale : 1:1250

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Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	21 October 2011
SLA Number	Not Set

RESTRICTION ON USE

6. The Owner covenants with the Council not to use any or all of the existing brick outbuilding immediately to the south of the Property and shown edged in green on the Plan for the purpose housing of livestock, poultry or other similar animals, whether on a permanent or temporary basis.

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

Minute 934/82
Reg No 30454
Initials) S



~~Chairman~~

[Handwritten signature]

~~Council Solicitor~~

[Handwritten signature]
Council Services Manager

Signed as a Deed on behalf of
MILNER FARMS (HOLDINGS)
LIMITED a Director and its Secretary

Director

[Handwritten signature]

Secretary

[Handwritten signature]

DATED

19 December

2013

THE RYEDALE DISTRICT COUNCIL

and

[Handwritten signature]

MILNER FARMS (~~HOLDINGS~~) LIMITED

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 Rectory Farm, Scrayingham, York in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON