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Dated 5TH NOVEMBER 2007

MCLEAN & APPLETON LIMITED

and

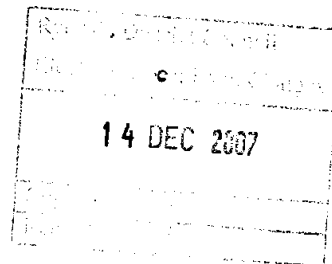
SMC DEVELOPMENT LIMITED

And

GOLDEN LIVING LIMITED

A UNILATERAL PLANNING OBLIGATION

relating to land at Eastgate, Pickering, North Yorkshire



Woodford Group Plc
Gordon House
Sceptre Way
Bamber Bridge
Preston
PR5 6AW

THIS UNILATERAL PLANNING OBLIGATION is made the 5th day of November 2007

BETWEEN:

- (1) **McLEAN & APPLETON LIMITED** (Company Regn. No. 196839) whose registered office is at c/o: North Manchester Commercials Limited, Briscoe Lane, Newton Heath, Manchester M40 2NL ("the Owner")
- (2) **SMC DEVELOPMENT LIMITED** (Company Regn. No. 05802631) whose registered office is at Ferndale House, Horsley, Newcastle upon Tyne NE15 ONT ("SMC")
- (3) **GOLDEN LIVING LIMITED** (Company Regn. No. 04795462) whose registered office is at Gordon House, Sceptre Way, Bamber Bridge, Preston PR5 6AW ("the Developer")

1. **RECITALS**

- 1.1. The Owner is the registered proprietor of the freehold land shown edged red on the plan annexed to this Agreement ("the Site") title to which is registered at the York District Land Registry with title numbers NYK141292 and NYK80032.
- 1.2. By an Agreement dated 2nd August 2006 SMC contracted to purchase the Site from the Owner.
- 1.3. Ryedale District Council ("the Council") is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the Site is located and

the body by whom the planning obligations herein contained are enforceable.

- 1.4 The Developer applied to the Council for permission to develop the Site for an elderly persons retirement homes scheme consisting of 48 sheltered housing units for the elderly, 1 warden's flat, guest suite, communal facilities, vehicular access with parking and amenity areas on 22.03.07 ("the Application").
- 1.5 The Council refused the Application on 04.06.07 and the Developer lodged an appeal against such refusal on 19.07.07.
- 1.6 By an agreement dated 2 August 2006 the Developer contracted to purchase title to the Site from SMC subject to the condition precedent that planning permission for the Application is granted upon terms acceptable to the Developer ("the Planning Permission").

2. PLANNING OBLIGATIONS

- 2.1 This Unilateral Planning Obligation is made pursuant to ~~section 106 of the Act~~ and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of sub-section 106 (1) of the Act
- 2.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 (as amended) and all other enabling powers
- 2.3 This Deed shall be registered as a local land charge
- 2.4 This Deed is conditional upon and shall not take effect until the date upon which both the Planning Permission has been granted and the development of the Site shall be commenced by the carrying out on the

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Site pursuant to the Planning Permission of a material operation as specified in section 56 (4) of the Act Provided that the term "material operation" in section 56 (4) shall not include operations in connection with its clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purposes of ascertaining contamination, removal of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or display or advertisements, exploratory boreholes and any works and operations to enable any of the foregoing to take place ("the Commencement Date")

3. OWNER'S AND DEVELOPER'S COVENANTS

- 3.1 The Owner and SMC hereby jointly and severally covenant with the Council so as to bind their respective interests in the Site to perform the obligations contained in the Schedule hereto
- 3.2 The Developer hereby covenants with the Owner and SMC to keep each of them indemnified from and against all liability to the Council arising under this Deed with effect from the date of this Deed and not to cause the Commencement Date to occur before it shall have purchased title to the Site from SMC
- 3.3 SMC hereby covenants with the Owner to keep it indemnified from and against all liability to the Council arising under this Deed with effect from the date of this Deed and not to cause the Commencement Date to occur before it shall have purchased title to the Site from the Owner

4. AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared as follows:-

- 4.1 The obligations contained in this Deed shall not be binding upon individual occupiers of any dwellings constructed on the Site in accordance with the Planning Permission
- 4.2 No person shall be liable for breach of a covenant contained in this Deed after they shall have parted with all their interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 4.3 If the Planning Permission shall expire before the Commencement Date or shall at any time be revoked the provisions of this Deed shall forthwith determine and cease to have effect
- 4.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 4.5 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1991
- 4.6 The expressions "the Owner" "SMC" and "the Council" shall where the context admits include those deriving title under each of them
- 4.7 Words importing one gender shall be construed as including any gender
- 4.8 The clause and paragraph headings in the body of this Deed do not form part of this Deed and shall not be taken into account in its construction or interpretation

IN WITNESS whereof the Owner SMC and the Developer have executed this Deed the day and year first before written

If the parties execute this Deed in separate counterparts it will take effect as if they had all executed a single copy.

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THE SCHEDULE - before referred to

1. Upon the Commencement Date to pay to the Council a commuted sum amounting to £9,800 (nine thousand eight hundred pounds) as a contribution towards the provision of public open space within the Pickering area in accordance with policy H14 of the 2002 adopted Local Plan.
2. The payment of the commuted sum specified in paragraph 1 of this Schedule is subject to the condition precedent that the Council will allocate and distribute such monies within 5 years of receipt and will return such sums to the Developer as the Council have not expended during that period with interest earned thereon.

SIGNED and delivered as a Deed by
McLEAN & APPLETON LIMITED
acting by two directors or by one
Director and its Secretary

Director *SARAH McLEANS*

Director/Secretary *Susan McLeans*

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SIGNED and delivered as a Deed by
SMC DEVELOPMENT LIMITED
acting by two directors or by one
Director and its Secretary

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Director

Director\Secretary

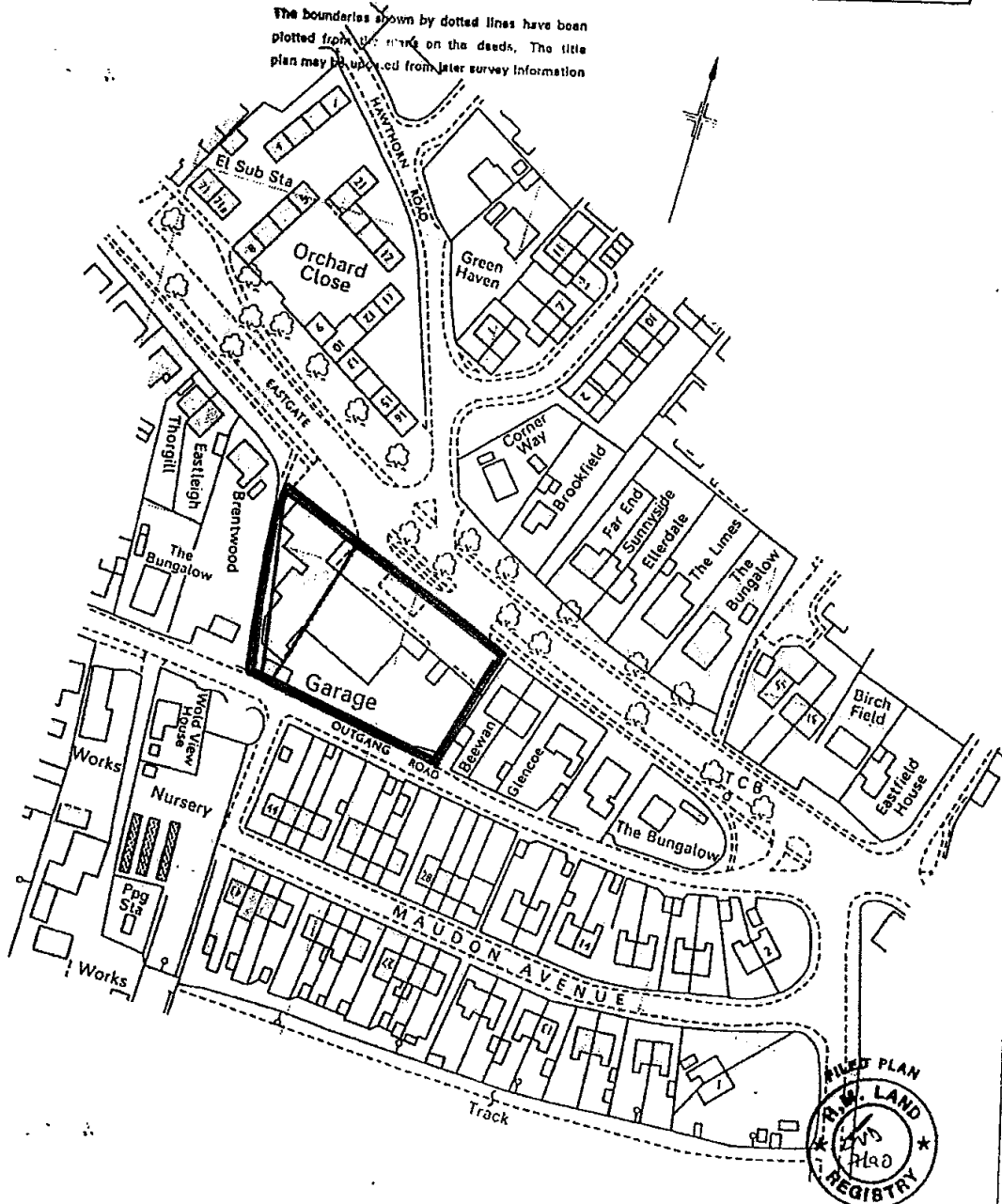
SIGNED as a Deed by)
GOLDEN LIVING LIMITED)
acting by two Directors)
or by one Director and its Secretary)

Director

Director\Secretary

H.M. LAND REGISTRY		TITLE NUMBER	
		NYK80032	
ORDNANCE SURVEY PLAN REFERENCE	SE8083	SECTION F	Scale 1/1250 Enlarged from 1/2500
COUNTY	NORTH YORKSHIRE	DISTRICT	RYEDALE
			© Crown copyright 1987

The boundaries shown by dotted lines have been plotted from the marks on the deeds. The title plan may be updated from later survey information



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