

PT
09/00011/73
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THIS DEED is made the 15TH day of MAY 2009
BY

PAD55 LTD ("The Developer") company registration number 5609157 of The School House,
Whitwell, York YO60 7JJ

WHEREAS

1. THE RYEDALE DISTRICT COUNCIL ("The Authority") is the Local Planning Authority for the purposes of the Planning Act and for the area within which the land is situated and is the authority by whom the obligations hereby created are enforceable.
2. NORTH YORKSHIRE COUNTY COUNCIL is the Local Highway Authority for the area in which the land is situated.
3. The Developer is the owner of the freehold in the land described in Schedule 1 hereto free from all encumbrances ("the land").
4. The Developer has applied to the Authority for planning permission under reference 07/00334/MFUL, as amended by planning permission under reference 09/00011/73 to erect 14 new dwellings with communal social area, underground swimming pool, guest bedroom suite, wardens office accommodation and lower ground level parking.
5. The Authority has granted planning permission subject to the payment of commuted sums in relation to the provision of a pedestrian crossing on Kirkham Lane and towards the provision of amenity open space.
6. The Developer agrees to undertake with the Authority in manner hereinafter appearing in order to facilitate the provision of open space and the provision of a pedestrian crossing.

NOW THIS DEED WITNESSES as follows:-

1. In this deed the following words and expressions shall have the meaning ascribed to them below:-
 - 1.1 "Completion of sale" means the sale of a unit and receipt of the full sale proceeds by the Developer from a new buyer to enable full title transfer at HM Land Registry, for the purposes permitted by the Planning Permission.
 - 1.2 "The grant of planning permission" means the consent issued by the Authority pursuant to the planning application under reference 07/00334/MFUL, as amended by 09/00011/73.
 - 1.3 "Planning Act" means the Town & Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991).

1.4 "The highways commuted sum" means the sum of £7,500.

1.5 "The open space commuted sum" means the sum of £6,000.

2. This deed supersedes and replaces the deed dated 18th December 2006 by Studio Living (No.2) Ltd and Dennis & Pamela Leng with reference to planning permission 06/00931/MFUL. It also supersedes and replaces the second deed dated 12 July 2007 by Pad55 Ltd with reference to planning permission 07/00334/MFUL.
3. This Deed is made pursuant to Section 106 of the Planning Act and the covenants contained herein shall be enforceable against the Developer and all persons deriving title by through or under them in respect of their interest in the land or in any part thereof as a planning obligation as if the same were the original covenanting party to the Deed and in the event that this covenant is determined or construed not to be a planning obligation it is entered into pursuant to the powers within Section 111 of the Local Government Act 1972.
4. The Developer shall not be bound by any covenant or obligation contained in this Deed after the Developer has parted with the entirety of their interest in the land but without prejudice to any breach or liability existing or arising prior to parting with such interest.
5. The Developer hereby covenants to perform the obligations contained in Schedule 2.
6. For the avoidance of doubt it is hereby agreed that the highways commuted sum and the open space commuted sum shall be returned in full to the developer by the authority if the same shall not have been used or been applied in accordance with this agreement within 5 years from the date hereof.

SCHEDULE 1

Description of the Land

ALL THAT land and premises known as Spire View, Eastgate Square, Pickering, York YO18 7DE and more particularly delineated outlined in red upon the plan attached to this Deed.


SCHEDULE 2

The Planning Obligation


1. The Developer will notify the Authority of the completion of sale of each individual unit within 28 days of the completion
2. The Developer will pay to the Authority the Highways Commuted Sum within 28 days of the completion of sale of the 7th residential unit on the site.
3. The Developer will pay to the Authority the Open Space Commuted Sum within 28 days of the completion of sale of the 15th and last residential unit on the site.

EXECUTED AS A DEED by PAD55 Ltd
Acting by a Director

Director / Secretary


9.2.09

In the presence of :

 1 Fox 004 15.05.09

Company Number: 5609157

The Companies Act 1985 to 1989

**Board Resolution
(pursuant to Section 378 of the Companies Act 1985)**

of

PAD55 LTD

At an Extraordinary General Meeting of the members of the above named Company held at Whitwell-on-the-Hill

On the 15th day of May 2009, the following Board Resolution was passed:-

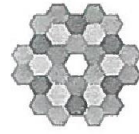
THAT the Company sign a Unilateral Agreement as a Deed dated 15th May 2009 in favour of Ryedale District Council in respect of the granting of planning permission 09/00011/73.


Chairman / Director

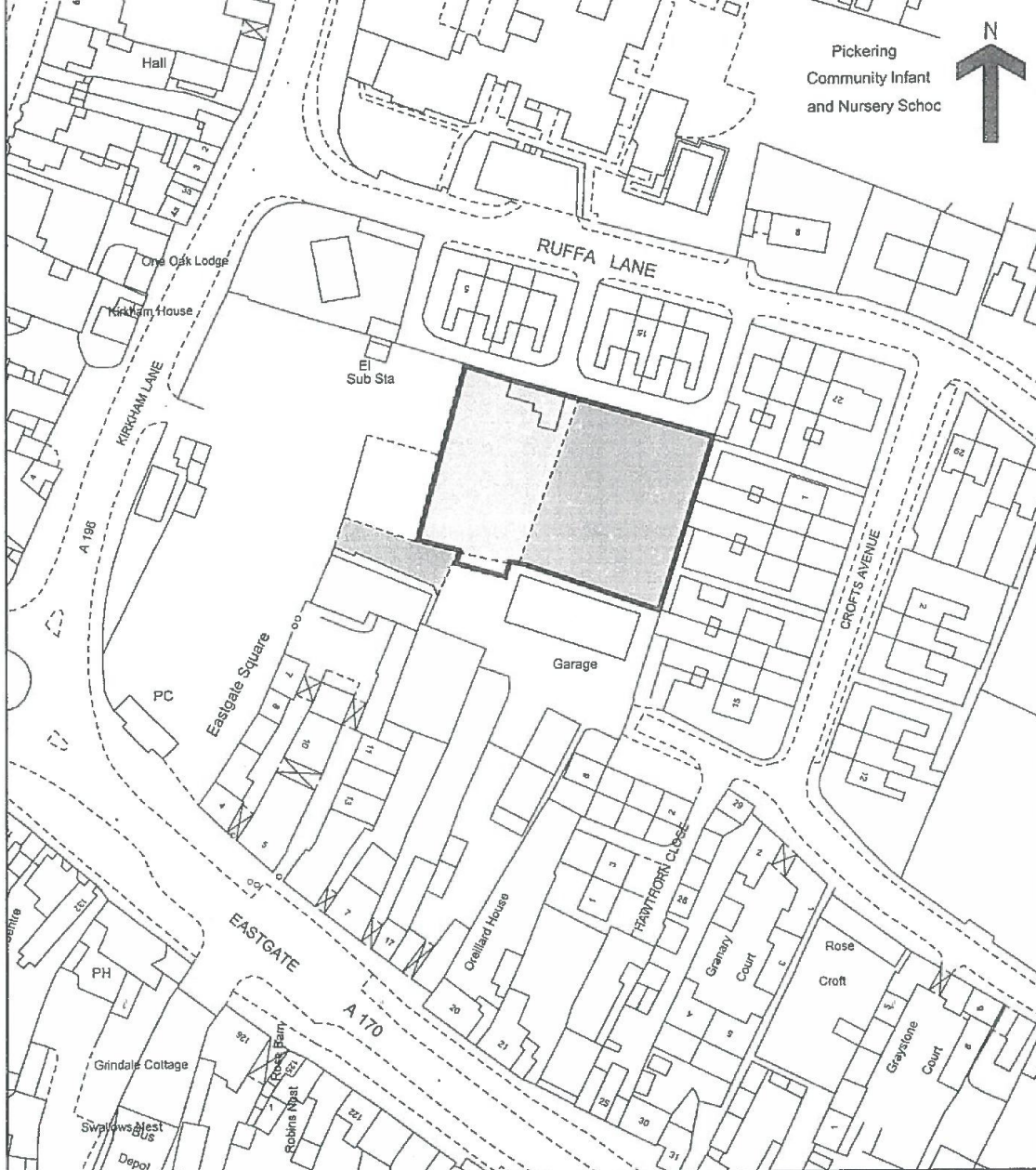

Director

Land Registry
Official copy of
title plan

Title number **NYK337595**
Ordnance Survey map reference **SE8083NW**
Scale **1:1250** enlarged from 1:2500
Administrative area **North Yorkshire: Ryedale**



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Pickering
Community Infant
and Nursery Schoc



This official copy issued on 5 October 2007 shows the state of this title plan on 5 October 2007 at 08:49:52. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries. This title is dealt with by Land Registry, York Office.

J. R. L. *J. R. B.*

15th May 2009