

10/00899/mouT

Dated 11 AUGUST

2014

(1) RYEDALE DISTRICT COUNCIL

AND

(3) TAYLOR WIMPEY UK LIMITED

AGREEMENT AND PLANNING OBLIGATION

**Under Section 106 of the Town and Country Planning Act
1990 (as amended) relating to land to the North of Broughton Road Malton North
Yorkshire**

THIS DEED is made this day of

11 August

2014

Between:-

- (1) RYEDALE DISTRICT COUNCIL of Ryedale House Old Malton Road Malton North Yorkshire YO17 7HH ("the Council"); and
- (2) TAYLOR WIMPEY UK LIMITED (COMPANY NO: 1392762) whose registered office is situated at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("the Owner")

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 "the Principal Agreement" means an agreement dated 3 November 2011 and made between the Council (1) Archbishop Holgate Hospital in Hemsworth (2) and the Owner (3)
- 1.2 "the Parties" means each of the Council and the Owner
- 1.3 The Owner is now the freehold owner of the Site
- 1.4 Words and phrases used in this agreement which are defined in the Principal Agreement shall bear the meanings ascribed to them in the Principal Agreement and in addition the following definitions shall apply hereto:

"Application" the application submitted by the Owner for variation of conditions 11(1)(a) and 15 and Condition 16 of the Outline Permission and given reference number 14/00346/73AM by the Council

"Outline Permission" means the outline permission dated 7 November 2011 under reference number 10/00899/MOUT and granted in conjunction with the Principal Agreement

"Permission" means the permission under reference 14/00346/73AM which will be issued upon completion of this Agreement

- 1.5 The Owner has made the Application for a variation to the Conditions attached to the Outline Permission as provided for in the Application and the Parties have agreed to enter this Agreement to vary the Principal Agreement with the intention of applying the obligations contained therein to both the Outline Permission and the Permission.
- 1.6 The clause headings are for ease of reference only and shall not affect the interpretation of this agreement
- 1.7 References to numbered clauses schedules or paragraphs shall unless the contrary is stated be construed as references to the clause schedule or paragraph of this agreement bearing that number
- 1.8 The Parties have agreed to vary the terms of the Principal Agreement in the manner herein provided

2. BACKGROUND

This Agreement is supplemental to and intended to vary the Principal Agreement by the inclusion of additional provisions agreed by the Parties

3. VARIATION OF THE PRINCIPAL AGREEMENT

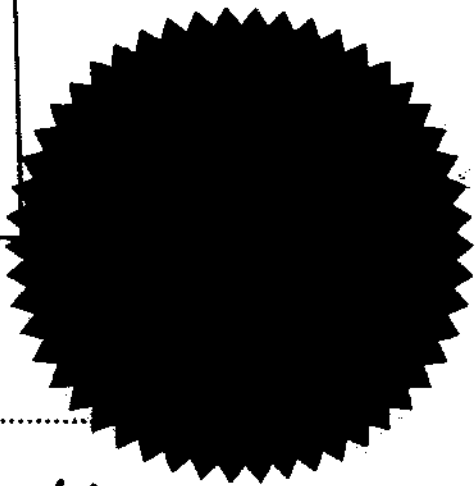
It is hereby agreed between the Council and the Owner that the obligations and other provisions contained in the Principal Agreement shall apply in relation to both the Outline Permission and the Permission as if the same had been set out herein.

4. CONTINUATION OF PRINCIPAL AGREEMENT

Save as hereby expressly varied and provided for the terms of the Principal Agreement shall remain in full force and effect and shall henceforth be read in conjunction with this agreement and shall be applicable to the Outline Permission as varied by the Permission.

IN WITNESS whereof the Parties have executed this Deed the day and year first before written

Minute
934/82
Reg No.
6760
Initials
AW



The Common Seal of
RYEDALE DISTRICT COUNCIL

Was hereunto affixed and is authenticated by)

~~Chairman~~

Council Solicitor

EXECUTED as a DEED by
TAYLOR WIMPEY UK LIMITED
Acting by its Attorneys

.....
ATTORNEY

Andrew Grling

.....
ATTORNEY

LEN LITTLE