

THIS DEED is made the 23 day of SEPTEMBER 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 **TIMOTHY JOHN POOL & SHARON POOL** Both of 6 Kingfisher Drive Pickering North Yorkshire YO18 8TA ("the Owners")

1. **DEFINITIONS**

- 1.1 "Planning Application" Application Number 11/00597/OUT.
- 1.2 "the Land" The land as described in the First Schedule to this Agreement.
- 1.3 "the Plan" The plan attached to this Agreement.

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within the Land is situated
- (2) The Owners are the Owners in fee simple in possession of the Land, edged red on the Plan, and the land immediately to the south, edged blue on the Plan, (subject as hereinafter mentioned) but otherwise free from encumbrances
- (3) The Owners have applied to the Council for permission to develop the Land 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 to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and 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 enabling 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 (subject to clause 3.11 below) hereby covenants with the Council that the Land shall be bound by the planning obligations specified in the Third Schedule

hereto which shall be enforceable by the Council against the Owners and their successors in title.

3 IT is agreed and declared as follows:-

3.1 The expressions "the Council" and "the Owners" shall include their respective successors in title and assigns

3.2 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 which shall be the Perpetuity Period applicable to this Agreement

3.3 The Owners shall on execution of this Agreement pay to the Council a fee to cover the Council's reasonable legal costs in connection with the negotiation and completion of this Agreement

3.5 In this Agreement:

3.5.1 The clause headings do not affect its interpretation

3.5.2 Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a paragraph are to paragraph of that Schedule;

3.5.3 References to any statute or statutory provision include references to:

3.5.3.1 All Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement; and

3.5.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision; and

3.5.3.3 includes any amendment extension or re-enactment of it for the time being in force

3.5.4 references to the Land include any part of it;

3.5.5 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected

3.5.6 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 are expressed to be made by or with the Owners shall be deemed joint and several

3.6 A person who is not a party to this Agreement 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 Agreement from being able to benefit from or to enforce any of the obligations in this Agreement

- 3.7 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
- 3.8 No party to this Agreement shall be liable for the performance or observance of the covenants on his its or their part contained in this Agreement after he she or they shall have parted with all interest in his her or their part of the Land. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this clause 3.8
- 3.9 This Agreement shall cease to have effect, in so far only as it has not already been complied with if:
- 3.9.1 subject to clause 3.10, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or
- 3.9.2 the Planning Permission is modified by any statutory procedure without the consent of the Owners; or
- 3.9.3 the Planning Permission expires before the Commencement of Development occurs
- 3.10 Where the Agreement comes to an end under clause 3.9:
- 3.10.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Land ;and
- 3.10.2 any monies paid under this Agreement to the Council, with the exception of fees paid under clause 3.3, are to be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment at the base rate form time to time of the National Westminster Bank.
- 3.11 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written

THE FIRST SCHEDULE
The Land

ALL THAT piece of land TOGETHER WITH buildings erected thereon situate at and known as land at OS Field 4907 Outgang Lane, Pickering, North Yorkshire shown for the purposes of identification edged in red on the Plan

THE SECOND SCHEDULE
Particulars of the Proposed Development

Erection of single dwelling on the Land pursuant to the Planning Application.

THE THIRD SCHEDULE
Owners Obligations

Occupancy Restriction

The Owners covenant not to permit the occupation of the dwelling to be erected on the Land except by a person solely or mainly or last employed at the vehicle re-finishing business on the land immediately to the south of the application, shown for the purposes of identification edged in blue on the Plan, or by a widow or widower of such person, or by dependants residing with such a person.

11/00597/OUT

The Depot, Outgang Lane, Pickering



GIS by ESRI (UK)



Scale : 1:1250

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Organisation	Not Set
Department	Not Set
Comments	Not Set
Date	16 September 2011
SLA Number	Not Set

EXECUTED as a deed by affixing
THE COMMON SEAL of THE
RYEDALE DISTRICT COUNCIL
authenticated by:

[Handwritten signature]

Council Solicitor

)
Minute
08/11/50
Reg No.
6438
Initials CS



SIGNED as a Deed by the said
Timothy John Pool in the
presence of

) *Timothy Pool*
)

Witness: *[Handwritten signature]*

Name:

Address:

DAVID COLMAN FITZGERALD
ELLIS, LAKIN & CO
SOLICITORS
8 HALLGARTH
PICKERING
N.YORKS YO18 7AP

SIGNED as a Deed by the said
Sharon Pool in the
presence of

) *SPool*
)

Witness: *[Handwritten signature]*

Name:

Address:

DAVID COLMAN FITZGERALD
ELLIS, LAKIN & CO
SOLICITORS
8 HALLGARTH
PICKERING
N.YORKS YO18 7AP

DATED 23 SEPTEMBER

2013

THE RYEDALE DISTRICT COUNCIL

and

TIMOTHY JOHN POOL

and

SHARON POOL

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 OS Field 4907 Outgang Lane, Pickering in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON