

THIS UNILATERAL PLANNING OBLIGATION is dated 22 MARCH 2013 and is given by:-

- (1) **KILN HILL DEVELOPMENTS LIMITED** whose registered office is situate at Spa Fields Industrial Estate, Slaithwaite, Huddersfield, HD7 5BB (Company Registration No. 02641132) ("the First Owner")
- (2) **ROGER GRAHAM FELL** of Arthington Barn Highfield Lane Nawton YO62 7TU ("the Second Owner")
- (3) **HELMSLEY HORSE RACING LIMITED** whose registered office is situate at Arthington Barn House, Highfield Lane, Nawton, YO62 7TU (Company Registration No. 06854526) ("the Developer")

1. Background

- 1.1 The First Owner is the registered proprietor under title number NYK364955 of the land on the east side of Highfield Lane Nawton and the Second Owner is the registered proprietor under title number NYK308922 of Arthington Barn Highfield Lane Nawton both of which properties are shown for identification purposes only edged blue on the plan attached hereto ("the Property")
- 1.2 Ryedale District Council ("the Council") is the local planning authority
- 1.3 The First Owner and the Second Owner (together called "the Owners") and the Developer have agreed to develop part of the Property "the Application Site" together and have by planning application number 12/00384/FUL applied

to the Council for planning permission to develop the Property by the construction of staff and trainer's accommodation for the Developer's business carried on at the Property

- 1.4 The Owners and the Developer are willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in order to facilitate the grant of planning permission by ensuring that the Council can regulate the Development by securing the benefits contained in this undertaking

2. Interpretation

In this Unilateral Planning Obligation

- 2.1 "the Act" means the Town and Country Planning Act 1990
- 2.2 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Unilateral Planning Obligation
- 2.3 "the Application" means the planning application numbered 12/00384/FUL made by the Developer to develop the Red Land by the construction of staff and trainer's accommodation for the Developer's business carried on at the Property
- 2.4 "the Application Site" means the Red Land
- 2.5 "the Development" means the development of the Application Site proposed in the Application to be permitted by planning permission granted pursuant to the Application

- 2.6 "the Red Land" means the land shown for identification purposes edged red on the plan marked "Proposed Staff Accommodation" attached hereto being part of the land comprised in the Property
- 2.7 "Specified Date" means the date upon which an obligation arising under this Unilateral Planning Obligation is due to be performed
- 2.8 Words importing the masculine include the feminine and vice versa
- 2.9 Words importing the singular include the plural and vice versa
- 2.10 Words importing persons include companies and corporations and vice versa
- 2.11 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 2.12 Any reference to a clause or schedule or plan is to one in or attached to this Unilateral Planning Obligation
- 2.13 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment if it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

2.14 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions as local planning authority

3. Enabling provisions

This Unilateral Planning Obligation is made pursuant to Section 10 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

4. Commencement and determination

4.1 This Unilateral Planning Obligations shall come into effect on the date of this Unilateral Planning Obligation (or) the grant of the planning permission granted pursuant to the Application but the obligations in clause 5 shall become effective only on the commencement of a material operation as defined in Section 56(4) of the Act but for the purposes of this Unilateral Planning Obligation works involving soil investigations archaeological investigations demolition site clearance site preparation the diversion and laying of services the erection of fences and hoardings and the preparation of site access shall not constitute a material operation

4.2 If the planning permission granted pursuant to the Application shall expire before the commencement of a material operation or shall at any time be revoked than this Unilateral Planning Obligation shall be determined and shall have no further effect

5. Owners' and Developer's Covenants with the Council

The Owners and the Developer covenant with the Council:-

"Not to use the Red Land other than as the residence for staff and a trainer/supervisor employed at the stable and horse racing business carried on at the Property

6. General

The Owners and the Developer acknowledge and declare that

- 6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act
- 6.2 this Unilateral Planning Obligation constitutes a deed
- 6.3 this Unilateral Planning Obligation is enforceable by the Council
- 6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999
- 6.5 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Application Site or the part of it in respect of which the breach occurs but without prejudice to the liability for any breach subsisting prior to parting with such interest

6.6 the provisions of this Unilateral Planning Obligation shall not be enforceable against such successors in title to the Owners as own or occupy individual housing units within the Development

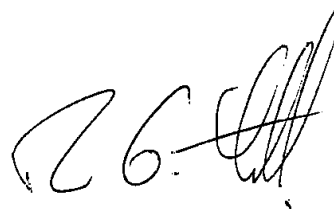
6.7 this Unilateral Planning Obligation may be registered as a local land charge in the Register of Local Land Charges maintained by the Council

6.8 that the Owners and the Developer together have the sole proprietary interest in the Application Site and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

IN WITNESS whereof the Owners and the Developer have executed this Unilateral Undertaking as a Deed the day and year first before written

EXECUTED AS A DEED by the said)
KILN HILL DEVELOPMENTS LIMITED)
acting by a director and a)
director/the secretary)

Director

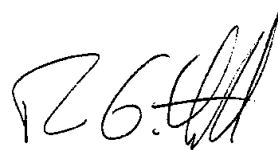


Director / Secretary



EXECUTED AS A DEED by the said)
HELMSLEY HORSE RACING LIMITED)
acting by a director and a)
director/the secretary)

Director



Director / Secretary



Signed as a deed (but not)
delivered until the date)
hereof) by ROGER GRAHAM FELL)
in the presence of:)

Witness signature:

Diane Hitchcock

Witness name:

DIANE HITCHCOCK

Witness address:

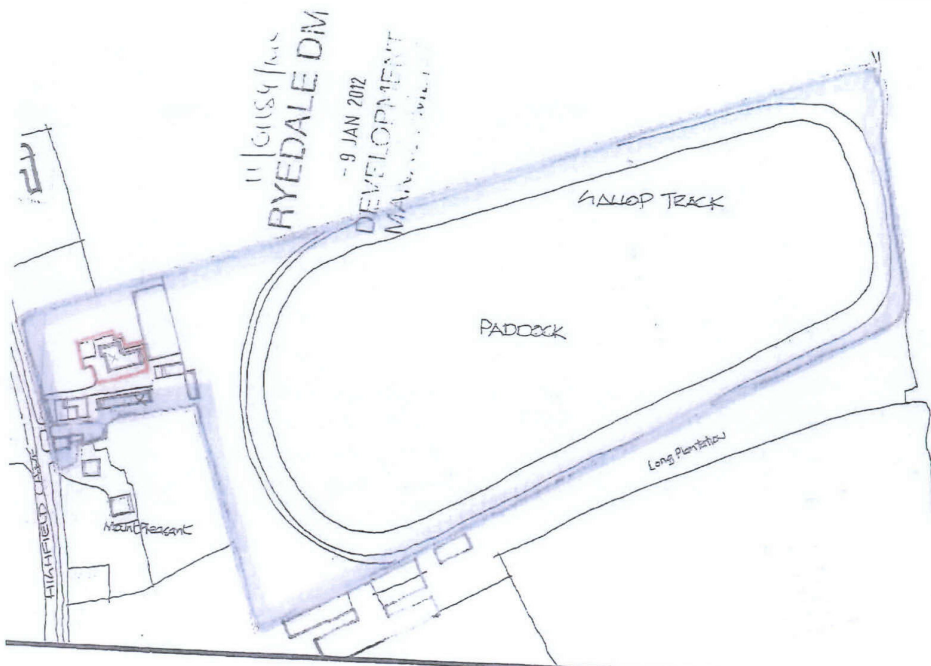
THE MILL HOUSE
HOWSHAM

YORK

YO60 7RH

Occupation:

COMPANY SECRETARY.



PROPOSED STAFF ACCOMMODATION at HIGHFIELD LANE NAWTON
For HELMSLEY HORSERACING LTD LOCATION PLAN Scale 1:2500