

THIS DEED is made the 27 day of June 2014

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 **RICHARD EDWARD DOWSON AND ANWIN DOWSON** of Bungalow Farm, Main Street, Middleton, Pickering, North Yorkshire, YO18 8PB ("the Owners")
- 3 **BARCLAYS BANK PLC** of UK Banking Services Centre, PO Box 299, Birmingham, B1 3PF ("the Mortgagee")

1. DEFINITIONS

"Agricultural Business"	The agricultural business carried on by Richard Edward Dowson, Anwin Dowson and Matthew Owen Dowson Trading as R.E. & A. Dowson & Son at Bungalow Farm, Main Street, Middleton, Pickering, North Yorkshire, YO18 8PB.
"Planning Application"	Application Number 13/00963/OUT.
"the Land"	The land as described in the First Schedule to this Agreement.
"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 **3.10** 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
 - 3.4 In this Agreement:
 - 3.4.1 The clause headings do not affect its interpretation
 - 3.4.2 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;
 - 3.4.3 References to any statute or statutory provision include references to:
 - 3.4.3.1 All Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement; and
 - 3.4.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision; and
 - 3.4.3.3 includes any amendment extension or re-enactment of it for the time being in force
 - 3.4.4 references to the Land include any part of it;

- 3.4.5 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
- 3.4.6 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
- 3.5 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
- 3.6 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
- 3.7 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 3.7
- 3.8 This Agreement shall cease to have effect, in so far only as it has not already been complied with if:
- 3.8.1 subject to clause 3.9, 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
- 3.8.2 the Planning Permission is modified by any statutory procedure without the consent of the Owners; or
- 3.8.3 the Planning Permission expires before the Commencement of Development occurs
- 3.9 Where the Agreement comes to an end under clause 3.8:
- 3.9.1 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
- 3.9.2 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.

3.10 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 East Of Bungalow Farm, Main Street, Middleton, 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 an agricultural workers dwelling (site area 0.1ha) on the Land pursuant to the Planning Application.

THE THIRD SCHEDULE

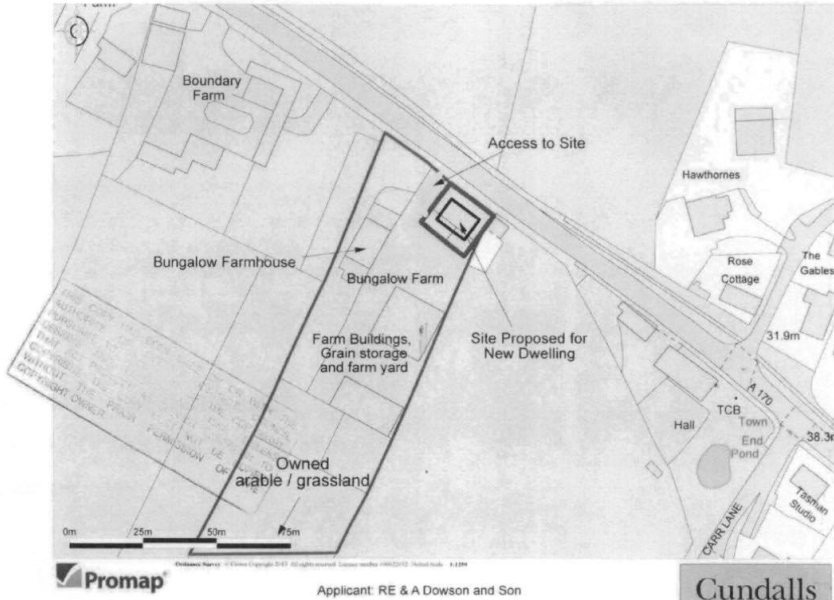
Owners Obligations

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 by or being a business partner in the Agricultural Business, or by a widow or widower of such person, or by dependants residing with such a person.

the date of
Bank.
the law of

Bungalow Farm, Middleton, Pickering



Applicant: RE & A Dowson and Son

Cundalls

15/04/2013
RYEDALE DM
22 AUG 2013
DEVELOPMENT

R DOWSON A DOWSON

Handwritten signature

UK LIAISON OFFICE CENTRE
Handwritten signature
22 AUG 2013

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



[Handwritten signature]

Council Solicitor

14/13/14
Reg No.
6471
Initials CMS

SIGNED as a Deed by the said)
RICHARD EDWARD DOWSON In the) *R DOWSON*
presence of)

[Handwritten signature]

Witness:

Name:

Address:

JOHN MYER ELLIS
ELLIS, LAKIN & CO
SOLICITORS
8 HALLGARTH
PICKERING
N.YORKS YO18 7AP

SIGNED as a Deed by the said)
ANWIN DOWSON In the) *A. Dowson*
presence of)

[Handwritten signature]

Witness:

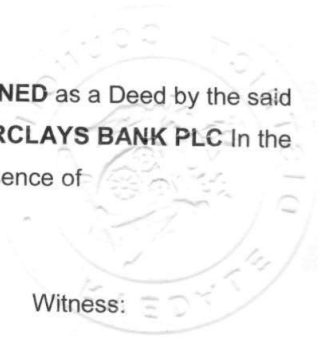
Name:

Address:

JOHN MYER ELLIS
ELLIS, LAKIN & CO
SOLICITORS
8 HALLGARTH
PICKERING
N.YORKS YO18 7AP

POWER OF A
United Kingdom at
Churchill Place, Lon
PETER WADE

SIGNED as a Deed by the said)
BARCLAYS BANK PLC In the)
presence of)



Witness:

signed as a deed
By **Peter Wade**
as **Attorney for and**
on behalf of
Barclays Bank PLC

Name:

In the presence of

Paul Richard Whyman
Name

Address:

WITNESSES
SIGNED as a Deed by the said
BARCLAYS BANK PLC
in the presence of
Paul Richard Whyman
Name

WITNESSES
SIGNED as a Deed by the said
BARCLAYS BANK PLC
in the presence of
Paul Richard Whyman
Name

QC	INITIALS	DATE
	AWD	

POWER OF ATTORNEY made by deed on 4 March 2014, we, Barclays Bank PLC, a company incorporated in the United Kingdom and registered in England (registered number 1026167), whose registered office is situated at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

PETER WADE
MANAGER
SPECIALIST SUPPORT TEAM
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GB

certify that this is a true
and complete copy of the
original

Alamy

FOR BARCLAYS BANK PLC

Name JULIA PERRY

Job Title BANK OFFICIAL

Date 14TH APRIL 2014

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

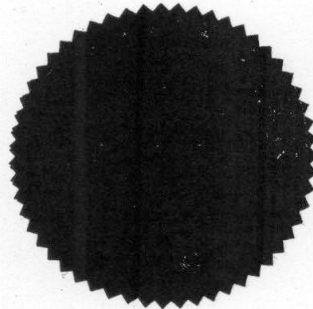
This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

Cal Holt

Assistant Secretary
Authorised Sealing Officer



DATED 27 JUNE.

2014

THE RYEDALE DISTRICT COUNCIL

and

**RICHARD EDWARD DOWSON and
ANWIN DOWSON**

and

BARCLAYS BANK PLC

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 East Of Bungalow Farm, Main Street, Middleton, Pickering in
the County of North Yorkshire

K A Winship
Council Solicitor
MALTON