

REMARKABLE HOMES LIMITED

UNILATERAL UNDERTAKING

constituting a Planning Obligation relating to Deer Keepers Cottage, Parkside Lane, Hovingham, York
YO62 4JD

Application No 14/00203

THIS UNILATERAL UNDERTAKING is made the 2 / JUNE / 2014

BY:

REMARKABLE HOMES LIMITED (Co. Regn. No. 5869478) of The Forge, 26 Main Street, Hotham, North Yorkshire YO43 4UD. ("the Owner")

FOR ENFORCEMENT BY RYEDALE DISTRICT COUNCIL of Ryedale House, Malton, North Yorkshire, YO17 7HH ("the Council")

RECITALS

A. Planning Obligation

This Deed constitutes a planning obligation within the meaning of the term in Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991

B. The Land

The Council is the local planning authority for the purposes of the 1990 Act for the District of Ryedale in which the property at Deer Keepers Cottage, Parkside Lane, Hovingham, York (YO62 4JD) ("the Land") more particularly described in the Schedule hereto is situated

C. Land Ownership

The Owner

The Owner is the owner of the freehold of the Land and has an interest in the Land within the meaning of the term in Section 106(9)(b) of the 1990 Act

D. Planning Application

An application (given reference 14/00203 by the Council) has been submitted to the Council for development of the Land consisting of the erection of detached four-bedroom dwelling with attached two bay garage and associated amenity and parking/turning areas at Deer Keepers Cottage, Parkside Lane, Hovingham, York (YO62 4JD) ("the Development").

The obligations in this Deed are conditional upon the Council granting planning permission in response to the application.

NOW THIS DEED IS MADE IN PURSUANCE OF Section 106 of the 1990 Act WITNESSES as follows:-

1. Definitions and Interpretation

In this Deed The following expressions shall have the undermentioned meanings:-

" 1990 Act" means the Town and Country Planning Act 1990 as amended

"the Affordable Housing Contribution" means the sum of FORTY FIVE THOUSAND POUNDS (£45,000) Index-Linked as a contribution towards provision of off -site affordable housing in the District of Ryedale- (for the avoidance of doubt, "off site" means that no such affordable housing shall be provided on the Land)

"the Application" means the application for planning permission submitted to the Council and given reference number 14/00203

"this Deed" means this planning obligation by unilateral undertaking pursuant to Section 106 of the 1990 Act

"develop" and "development" shall be construed in accordance with Section 55 of the 1990 Act

"the Development" means development consisting of the erection of a detached four-bedroom dwelling with attached two bay garage and associated amenity and parking/turning areas at Deer Keepers Cottage, Parkside Lane, Hovingham, York (YO62 4JD)

"Implemented" means the carrying out of a "material operation" as defined in Section 56(4) of the 1990 Act

"Index-Linked" means increased by such percentage as the "all items" index figure of the Index of Retail Prices published by HM Government in the month in which the sum is paid bears to the "all items" index figure of the said Index in the month immediately preceding the month in which this Deed is dated

"the Land" means the land described in the Schedule hereto

"New Dwelling" means a new dwellinghouse constructed or erected in the carrying out of the Development

"Occupation" means (for the purposes of the covenant in clause 4.2) beneficial occupation of the New Dwelling PROVIDED THAT (and it is agreed between the Owner and the Council that) for the avoidance of doubt occupation for the purposes of construction completion and fitting out shall not constitute "Occupation" (and "Occupied" shall be construed accordingly)

"the open space contribution"

means the sum of TWO THOUSAND THREE HUNDRED POUNDS (£2,300.00) Index-Linked as a contribution towards leisure and/or recreational infrastructure provision and/or improvements in the District of Ryedale as the Council may decide

"the Planning Permission" means planning permission granted by the Council.

1. 2 Interpretation

IN THIS DEED unless the context otherwise requires:

1.2.1 the singular shall include the plural and vice versa

1.2.2 references to any party shall include the successors in title of that party

1.2.3 references to clauses schedules and annexures are references to clauses in and schedules and annexures respectively to this Deed

1.2.4 references to a statute or statutory instrument shall mean and include any statutory revision amendment or re-enactment thereof

1.2.5 words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit infringement of the restriction

AND THAT clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

2. Conditionality

2.1 Subject to clause 2.2 below this Deed shall have immediate effect

2.2 The covenants and undertakings by the Owner in clause 4 are conditional upon The Council granting planning permission.

3. Covenants and Undertaking by the Owner: declaration

The covenants and undertakings by the Owner hereinafter set out are made of given with the intent that those covenants and undertakings shall (subject to clause 6) be enforceable without any limits of time against the Owner and any person deriving title from the Owner to all or any part of the Land and any person deriving title under him in respect of a lesser interest in the whole or any part of the Land as if that person had also been an original covenanting party in respect of the interest for the time being held by him

4. The Owner's Covenants and Undertakings

The Owner COVENANTS AND UNDERTAKES with the Council-

4.1 to pay the Affordable Housing Contribution and the Open Space Contribution no later than the date of first Occupation of the New Dwelling

5. Interest on unpaid monies

In the event that any of the sums payable by virtue of this Deed are paid late interest at the rate of 4% per annum above the base rate of the National Westminster Bank PLC for the time being in force on the sum will be payable from the date on which the payment is due to the date of payment

6. Cesser of Liabilities

The liabilities of the person who for the time being is the Owner under this Deed in relation to the Land shall cease (subject to and without prejudice to the Council's rights in relation to any antecedent breach of the obligations contained in this Deed) after that person has parted with all interest in the Land

7. Rights of parties

It is not intended that any of the provisions of this Deed be enforceable (under the Contracts (Rights of Third Parties) Act 1999) by anyone other than the Council

8. Land Charge

This Deed is and shall be registered as a local land charge by the Council

9. Revocation

In the event that the Planning Permission expires or is quashed before it is Implemented or is (without the consent of the Owner) revoked by any statutory enactment or is superceded by a planning permission relating to the Land that is Implemented then in that event the provisions of this Deed shall lapse and determine and in that event the Council will effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

EXECUTED as a deed by the Owner and delivered on the date written at the start of this deed

THE SCHEDULE

(The Land)

All that the property at Deer Keepers Cottage, Parkside Lane, Hovingham, York (YO62 4JD) to which the Application relates and which comprises the whole of the land registered at the Land Registry under Title Number NYK332108

EXECUTED as a DEED by

Remarkable Homes Limited

acting by

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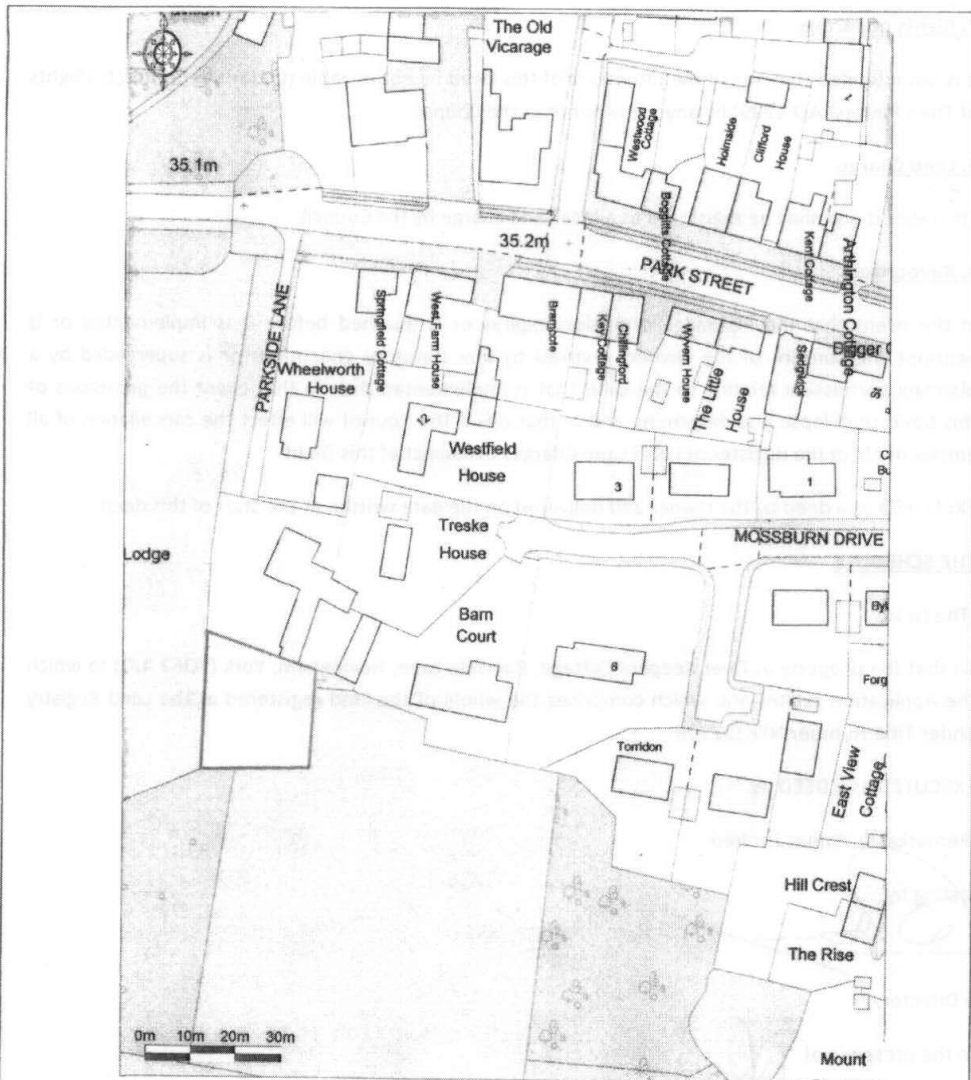
a Director,

in the presence of

Witness signature ...

Witness name KATIE COATES

Witness address 6 WOODLANDS, BEVERLEY, NULF SBX



Promap

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Plan to accompany S106 Unilateral Undertaking	Applicant
Local Planning Authority	Remarkable Homes Ltd
Ryedale District Council	Application Number
	14/00203
Scale	Description
1:1250	The Erection of a Dwelling
	<i>Plan RH/CK/01 prepared by Hickling Gray Associates</i>