

MEMO

Dated 14<sup>th</sup> day of July 2014

**Mr Austin James Flint**

UNDERTAKING UNDER THE TOWN AND  
COUNTRY PLANNING ACT 1990, SECTION 106

**RE: Scamperdale Farm, Main Street, Acklam,**  
**Malton, North Yorkshire, YO17 9 RG**

Ryedale District Council  
Ryedale House  
Malton  
North Yorkshire  
YO17 7HH

THIS UNILATERAL UNDERTAKING is given the 14 day of 06 2014

BY

Mr Austin James Flint of Willow Bank, Appleton le-Street, Malton, North  
Yorkshire, YO17 6PG ( the Owner )

TO

Ryedale District Council, Ryedale House, Malton, North Yorkshire, YO17 7HH  
( the Council )

WHEREAS

- (1) The Council is the local planning authority for the area in which the  
Land is situated.
- (2) The Owner is the registered freehold owner of the Land
- (3) The Owner considers that certain Planning Obligations should be  
entered into as of the date of this deed (subject to any conditions as  
are set out in this deed) in respect of the Land.

NOW THIS DEED witnesses as follows:

**1 Definitions and interpretation**

In this deed:

- 1.1 **the Act** means the Town and Country Planning Act 1990 as  
amended
- 1.2 **"Commencement Date"** means the date of Commencement of  
Development

**"Commencement of Development"** means the carrying out in  
relation to the Development of any material operation as defined by  
section 56(4) of the Act but disregarding for the purposes of this deed  
and for no other purpose, the following operations:

- demolition works;
- site clearance;

- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Land

1.3 **“the Development”** means the development of the Land authorised by the Planning Permission

1.4 **the Land** means the land (and any buildings erected or to be erected thereon) at Scamperdale Farm, Main Street, Acklam, Malton, North Yorkshire, YO17 9RG shown edged red on the Plan and registered at H M Land Registry with absolute title under title number NYK368202.

1.5 **“Occupy”** means the physical use of the buildings on the Land for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and **“Occupation”** shall be construed accordingly

1.6 **“the Plan** means the plan attached to this deed as Schedule 1

1.7 **the Planning Application** means an application for planning permission registered by the Council on 1 April 2014 under reference number 14/00350/FUL.

1.8 **the Planning Obligations** means the obligations specified in the Second Schedule

1.9 **the Planning Permission** means the planning permission to be granted by the Council in respect of the Planning Application.

- 1.10 **"Residential Unit"** means a residential dwelling to be constructed as part of the Development
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 1.12 Where any party comprises more than one person the obligations and liability of that party under this deed shall be joint and several obligations and liability of those persons
- 1.13 References to the Owner in this deed shall include the successors in title to the Land (or any part thereof) and to any persons deriving title through or under that party

## **2 The Planning Obligations**

- 2.1 This deed and its requirements constitute Planning Obligations for the purposes of section 106 of the Act
- 2.2 The Planning Obligations are entered into by the Owner with the intention that they bind the Owner's interest in the Land and those of his successors and assigns
- 2.3 The Planning Obligations are enforceable by the Council in accordance with section 106 of the Act
- 2.4 With the exception of the obligation contained within paragraph 1 of Schedule 2 which shall take effect upon completion of this deed, the Planning Obligations are conditional and shall only take effect upon the grant of Planning Permission pursuant to the Planning Application
- 2.5 No person shall be liable for any breach of any Planning Obligations contained in this deed after parting with all of its interest in the Land

except in respect of any breach subsisting prior to parting with such interest

- 2.6 This deed is a local land charge and shall be registered as such
- 2.7 The Owner undertakes to carry out the Planning Obligations contained in Schedule 2 of this deed
- 2.8 This deed shall be determined and have no further effect if the Planning Permission:
  - (a) expires before the Commencement of Development;
  - (b) is varied or revoked other than at the request of the Owner; or
  - (c) is quashed following a successful legal challenge
- 2.9 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post to the Council at Civic Centre, Doncaster Road, Selby, YO8 9FT addressed to the Deputy Chief Executive

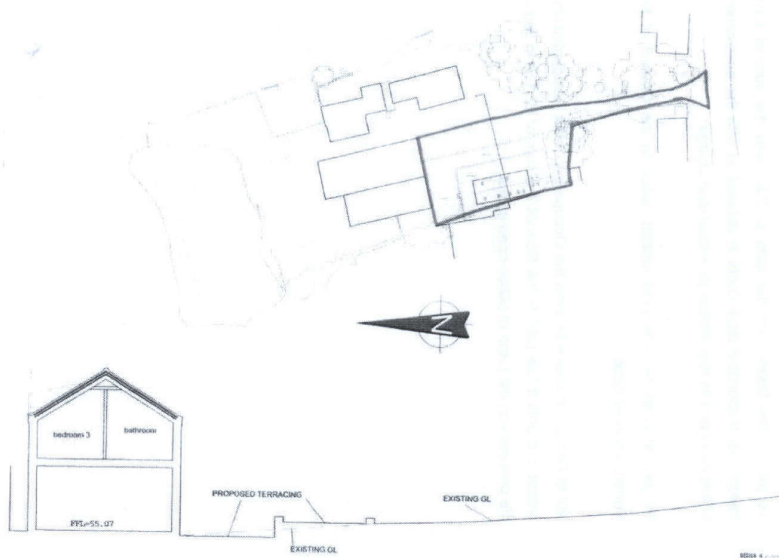
**SCHEDULE 1**

**The Plan**

<small>         This drawing is the property of the Architect and is not to be used, copied, or reproduced in any form without the written consent of the Architect. The Architect assumes no responsibility for the accuracy of the information provided by the client or for the construction of the project. The Architect's services are limited to the design and construction administration of the project.       </small>	
<small>         PROJECT: [Blank]          CLIENT: [Blank]          DATE: [Blank]       </small>	<small>         ARCHITECT: [Blank]          ADDRESS: [Blank]          PHONE: [Blank]       </small>

14 July 2014

*Ashton Reid*



SECTION A A

<small>         PROJECT: [Blank]          CLIENT: [Blank]          DATE: [Blank]       </small>	
<small>         ARCHITECT: [Blank]          ADDRESS: [Blank]          PHONE: [Blank]       </small>	<small>         PROJECT: [Blank]          CLIENT: [Blank]          DATE: [Blank]       </small>

## **SCHEDULE 2**

### **The Planning Obligations**

The Owner hereby covenants and undertakes:

1. To pay to the Council on the date of this deed the sum of £100 towards its reasonable legal costs in connection with the assessment of this deed and its registration as a local land charge.
2. To give at least 14 days prior written notice to the Council of the Commencement Date.
3. Not to Occupy or cause or allow the Occupation of the Residential Unit unless and until it has paid to the Council the sum of £2,150 in lieu of the provision on the Land of public open space.



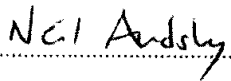
IN WITNESS whereof the parties below have executed this document as a deed:

Signed as a deed by:  
Mr Austin James Flint

  
.....

[SIGNATURE OF OWNER]

in the presence of:

  
.....

[SIGNATURE OF WITNESS]

Witness Name: NEIL AUDSLEY

Witness Address: SCHOOL HOUSE, LEAVENING, MALTON YO17 9JW

Witness Occupation: SCIENTIST, CIVIL SERVANT,