



Memorandum

From: Mr K A Winship, Head of Legal Services

To: Senior Elections & Land Charges Officer ✓
cc: Head of Planning Services: FAO Paul Simpson

RE: See Below

Date: 05 June 2000

Our Ref: AH/JUNE00/LF831

Planning Application Number: 99/00084/FUL
Section 106 Agreement Town & Country Planning Act 1990
Development at Oak Farm, Broughton, Malton

A Section 106 Agreement dated 1st June 2000 has been made between the Council (1), Mr G N H Raines (2) and Lloyds TSB Bank Plc (3).

A copy of the Agreement is attached for your records.

Notice of planning permission can therefore now be issued to the applicants, owners of the above property for the development.

K A Winship
Solicitor
Head of Legal Services

Rec'd & Reg'd 6.6.2000

Ryedale District Council Electoral/Land Charges	
06 JUN 2000	
Copy to-	
Reply Sent-	

THIS DEED is made the *First* day of *June* 2000

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 **GUY NICHOLAS HUGH RAINES** of Oak Farm Broughton Malton in the said County ("the Owner")
- 3 **LLOYDS TSB BANK PLC** whose registered office is at 71 Lombard Street London EC3P 3BS acting for the branch at 14 Wheelgate Malton in the said County ("the Mortgagee")

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the property described in the First Schedule ("the Property") is situated
- (2) The Owner is the owner in fee simple in possession of the Property subject as hereinafter mentioned but otherwise free from encumbrances
- (3) The Mortgagee is mortgagee of the Property under a Legal Charge dated the 14th day of April 1997 and made between the Owner of the one part and the Mortgagee of the other part
- (4) The Owner has applied to the Council under planning application number 99/00084/FUL dated the 5th day of May 1999, ^{"the Planning Application"} for permission to develop the Property in the manner and for the uses set out in Second Schedule hereto ("the Proposed Development")
- (5) The Council is satisfied that the performance by the Owner 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 same
- (6) The Owner has agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on his part to be observed and performed
- (7) The Mortgagee has agreed to join herein in manner hereinafter appearing

GMH
DGC
4/11/00

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 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 Owner and the Mortgagee covenant with the Council that the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Third Schedule hereto

3 IT is agreed and declared as follows:-

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

3.2 The Owner hereby agrees to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Agreement and not otherwise

3.3 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

3.4 The Owner shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs

3.5 The Owner shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the Council arising from any breach of this Agreement by the Owner

3.6 The Mortgagee consents to the Owner entering into this Agreement to the intent that the Property shall hereafter always be subject to the terms of the Agreement **PROVIDED THAT** the Mortgagee shall only be liable for any breach occurring by reason of any act default or omission in respect of any provisions of this Agreement during such period (if any) as the Mortgagee is a mortgagee in possession of the Property **PROVIDED ALWAYS** that the successors in title to the Mortgagee shall become fully liable for any breach of this Agreement

3.7 In this Agreement 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 Owner" covenants expressed to be made by or with the Owner shall be deemed joint and several

3.8 For the purpose of avoidance of doubt and subject to clause 3.9 hereof the requirements of this Agreement shall bind the Property and remain in full force and effect until formally varied by agreement of the parties or by the Secretary of State notwithstanding that the Planning Application and any plans submitted with the same shall have lapsed or shall have been amended superseded renewed or resubmitted

3.9 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

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

THE FIRST SCHEDULE

[the Property]

ALL THAT piece of land **TOGETHER WITH** the buildings erected thereon situate at and known as Oak Farm Broughton Malton in the County of North Yorkshire part of which for identification purposes only is shown edged blue on the plan annexed hereto ("the Plan")

THE SECOND SCHEDULE

[Particulars of the Proposed Development]

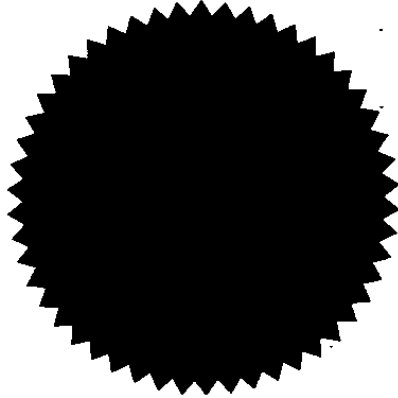
Change of use of farm buildings to a residential dwelling ("the New Dwelling") on that area of the Property shown edged red on the Plan

THE THIRD SCHEDULE

[Negative Obligations]

The Owner and the Mortgagee covenant that the farm buildings situate adjacent to and in the vicinity of the New Dwelling (All of which are shown hatched green on the Plan) shall not be used for either livestock (excepting horses) or poultry

THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and)
is authenticated by:)



[Handwritten Signature]
Chairman

Minute
Reg No. 4728
Initials *AKH*

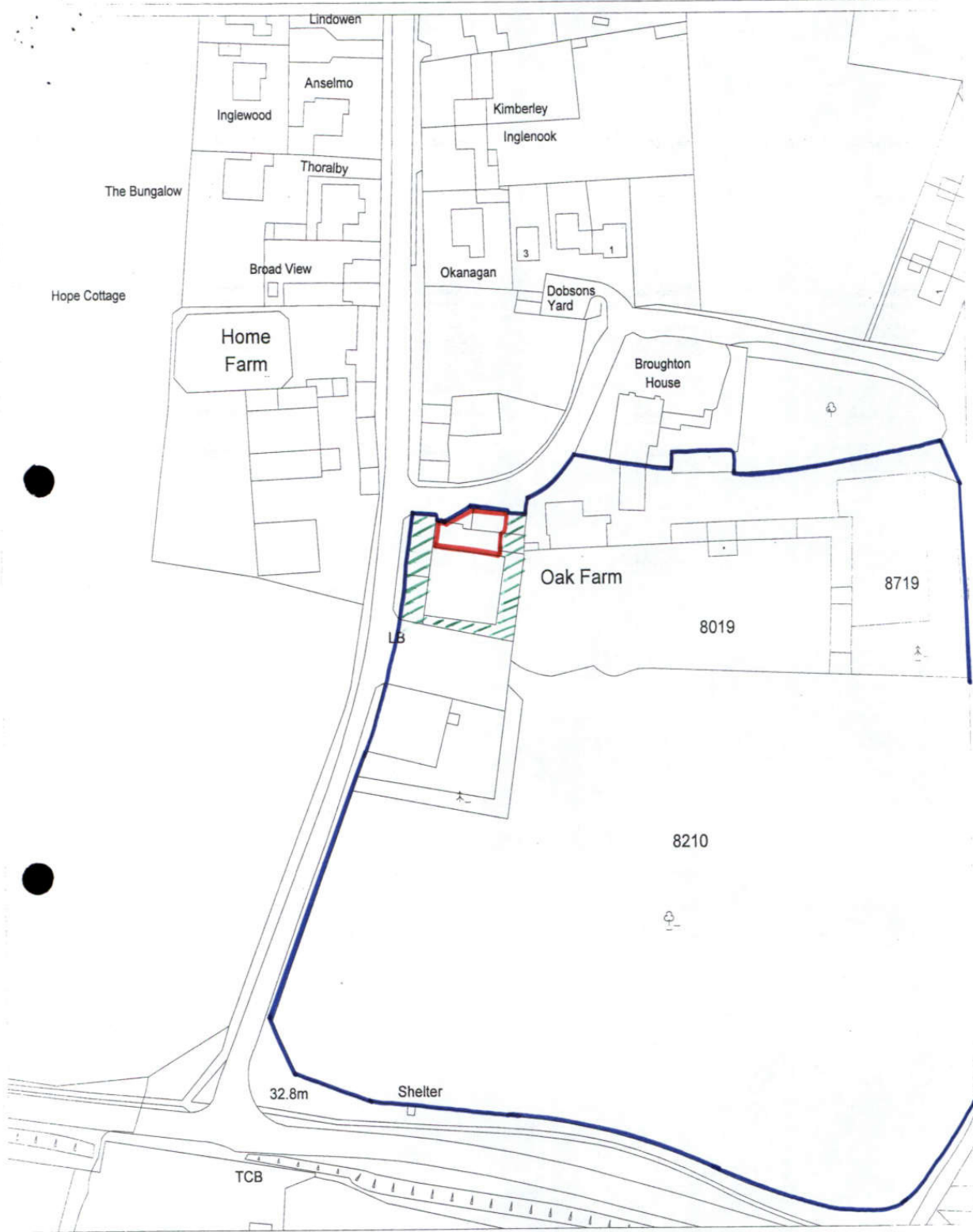
[Handwritten Signature]
Chief Executive
~~Head of Legal Services~~

SIGNED as a Deed by the said)
GUY NICHOLAS HUGH RAINES)
in the presence of:)

[Handwritten Signature]

[Handwritten Signature]
R. BOOTH
LOW PAPER Mill
GUEEBURN
THORNTON - LC - DALE
N. YORKS
YO18 7LL

SIGNED as a Deed by the said)
deed by **DAVID LAWLOR** per pro Lloyds TSB Bank plc)
of Lloyds TSB Bank plc)
as Attorney for and on behalf of (signature of witness))
LLOYDS TSB BANK PLC)
Birmingham Securities Centre)
Birmingham Securities Centre)



OAK FARM BROUGHTON

SCALE: 1:1250

DRAWN BY:

DATE: 5th May 1999

Originating Group:

Planning Services

Drawing No.

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DATED

1st June

2000

THE RYEDALE DISTRICT COUNCIL

-and-

MR G N H RAINES

-and-

LLOYDS TSB 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 Oak Farm Broughton Malton in
the County of North Yorkshire

K A Winship
Solicitor
Head of Legal Services
MALTON