



# Memorandum

From: Mr K A Winship, Head of Legal Services

To: Head of Planning Services, FAO Paul Simpson  
c.c Senior Elections and Land Charges Officer ✓

RE: See Below

Date: 09 October 2000

Our Ref: AH/OCT00/KH1095

**Planning Application Number: 99/00148/FUL**  
**Section 106 Agreement Town & Country Planning Act 1990**  
**Development at Westfield Works, Helperthorpe, Malton**

A Section 106 Agreement dated 2nd October 2000 has been made between the Council (1), Mrs Elizabeth Joyce Sleightholme (2) and L H Sleightholme Limited (3).

A copy of the Agreement is attached for your records.

Notice of Planning Permission can therefore now be issued to the applicants for the development.

This replaces the Section 106 Agreement between the above parties for the same planning application dated 12th April 2000, which should now be cancelled and deleted from your records.

*K.A. Winship*

K A Winship  
Solicitor  
Head of Legal Services

*Redd's Reg'd 9.10.2000*



**THIS DEED** is made the *Second* day of *October* 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 **ELIZABETH JOYCE SLEIGHTHOLME** of Westfield Main Street Helperthorpe Malton in the County of North Yorkshire YO17 8TQ ("the Owner")
- 3 **L H SLEIGHTHOLME LIMITED** whose registered office is at the Westfield Works Helperthorpe aforesaid ("the Licensee")

**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 free from encumbrances
- (3) The Licensee occupies the Property at will of the Owner
- (4) The Owner on behalf of the Licensee has applied to the Council 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 and the Licensee 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
- (6) The Owner and the Licensee have 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 their parts 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 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 Licensee 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 Licensee" shall include their respective successors in title and assigns

3.2 The Owner and the Licensee hereby agree 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 Licensee shall on execution of this Agreement pay to the Council a fee to cover the Council's legal costs

3.5 The Owner and the Licensee 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 or the Licensee

3.6 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

3.7 For the purpose of avoidance of doubt and subject to clause 3.8 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



3.8 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 the Westfield Works Helperthorpe Malton in the County of North Yorkshire and which for the purpose of identification only is shown edged red on the plan annexed hereto

**THE SECOND SCHEDULE**  
[Particulars of the Proposed Development]

Erection of factory extension to the Westfield Works

**THE THIRD SCHEDULE**  
[Negative Obligations]

The Owner and the Licensee covenant that:

- 1 The hours of operation of the whole of the Westfield Works factory complex on the Property shall not
  - (a) commence before 0600 hours or continue after 2200 hours on weekdays
  - (b) commence before 0600 hours or continue after 1300 hours on Saturdays
- 2 There shall be no working at the Westfield Works factory complex
  - (a) on Saturdays after 1300 hours
  - (b) on Sundays or Bank Holidaysother than in exceptional circumstances with the prior written approval of the Council's Head of Planning Services
- 3 There shall be no deliveries to or collections from the Property other than between 0700 hours and 1900 hours
- 4 There shall be no loading or unloading of materials associated with the Westfield Works factory complex on the highway
- 5 There shall be no burning of waste material on any part of the Property



SCALE 1:2500	DRAWN BY	DATE 5th August 1999
Department Planning Services		Drawing No.

Ryedale House, Malton  
North Yorkshire, YO17 7HH

DATED

2<sup>nd</sup> October

2000

**THE RYEDALE DISTRICT COUNCIL**

-and-

**MRS E J SLEIGHTHOLME**

-and-

**L H SLEIGHTHOLME LIMITED**

**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 the Westfield Works Helperthorpe  
Malton in the County of North Yorkshire

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K A Winship  
Solicitor  
Head of Legal Services  
**MALTON**