

THIS DEED is made the *Thirty first* day of *July* 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 **DAVID WARD LISTER** of Clint Hall Clint Harrogate in the said County ("the Owner")

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 Owner has applied to the Council for permission to develop part of the Property 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 Owner of the covenant 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 Owner has agreed to enter into this Agreement with the Council and be bound by and observe and perform the covenant hereinafter contained and on 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 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 covenants with the Council in the terms set out in the Third Schedule hereto

3 **IT** is agreed and declared as follows:-

3.1 The expressions "the Council" and "the Owner" 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 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

3.7 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 and for the purposes of this clause commencement of the Proposed Development shall mean the carrying out of a material operation as defined by Section 56(4) of the 1990 Act

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** buildings erected thereon situate at Home Farm Duggleby Malton in the County of North Yorkshire the boundary of part of which is shown edged blue on the plan attached hereto ("the Plan")

THE SECOND SCHEDULE

[Particulars of the Proposed Development]

Change of use alteration and extension of existing farm buildings to form five dwellings and erection of six dwellings on that part of the Property shown edged red on the Plan ("the Development Site")


THE THIRD SCHEDULE

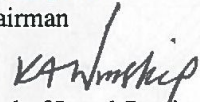
[Positive Obligations]

The Owner covenants to pay to the Council immediately on commencement of the Proposed Development the sum of Six Thousand Five Hundred Pounds (£6,500) as an agreed contribution towards the provision of a public open space in the locality of Duggleby

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




Chairman


Head of Legal Services

Minute CP 64/99

Reg No. 4743

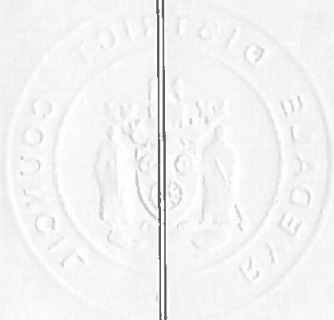
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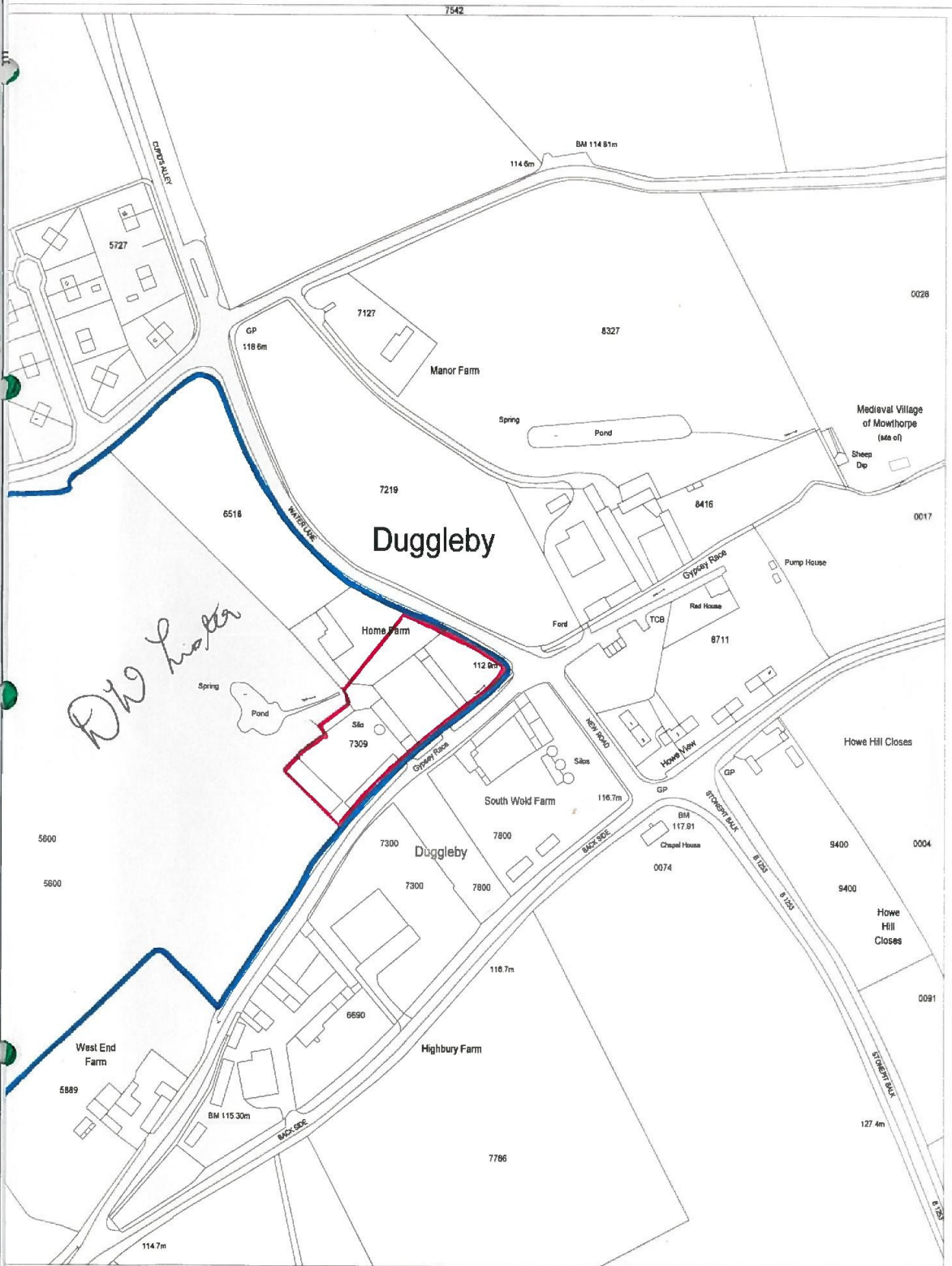
SIGNED as a Deed by the said)
DAVID WARD LISTER)
in the presence of:)

David Ward Lister

George Brian May

GEORGE BRIAN MAY
14 TEASEL GROVE
KILLINCHALL MOOR
HARROGATE
HG3 2XF





Home Farm Duggleby

SCALE 1:2500

DRAWN BY

DATE 3rd February 2000

Department Planning Services

Drawing No.

Ryedale House, Malton
North Yorkshire, YO17 7HH

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S106/173

DATED

31st July

2000

THE RYEDALE DISTRICT COUNCIL

-and-

MR D W LISTER

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 Home Farm Duggleby Malton
the County of North Yorkshire

K A Winship
Solicitor
Head of Legal Services
MALTON