

Appendix 1

DATED

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND ON THE SOUTH SIDE OF
OUTER LODGE, STANWICK ST JOHN, RICHMOND**

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Statutory provisions	3
3.	Covenants with the Council.....	3
4.	Release	3
5.	Determination of deed.....	3
6.	Local land charge	3
7.	Ownership.....	4
8.	Notices.....	4
9.	Third party rights	5
10.	Governing law	5

THIS DEED is dated
and made By

AMANDA JANE BAKER of Outer Lodge, Stanwick St John, Richmond, North Yorkshire DL11 7RR (“the Owner”)

To

RICHMONDSHIRE DISTRICT COUNCIL of Mercury House, Station Road, Richmond, North Yorkshire, DL10 4JX (“the Council”)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Application in order to develop the Land by carrying out the Development.
- (D) The Council has not determined the Application and the Owner enters into this Deed to the intent that any objections by the Council to the grant of planning permission are overcome.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Application: means the application numbered 19/00739/FULL made to the Council for planning permission

Commencement of Development: means the commencement of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the TCPA 1990 but shall not include operations in connection with the marking out surveying ground investigation work site clearance demolition investigation for purposes of assessing contamination remedial action in respect of any contamination and the erection of means of enclosure for the purposes of site security

Development: the development of the Property described in the Planning Application.

Outer Lodge: the freehold dwelling house known as Outer Lodge, Stanwick St John, Richmond shown edged blue on the Plan and registered at HM Land Registry with absolute title under title number NYK207463

Plan: the plan attached to this deed.

Property: the freehold land known as Land On The South Side Of Outer Lodge, Stanwick St John, Richmond shown edged red on the Plan and registered at HM Land Registry with absolute title under title number NYK271565

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

TCPA 1990: Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England **OR** Wales].

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 References to clauses are to the clauses of this deed.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed is a unilateral undertaking given to the Council and constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers and is enforceable by the Council.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council that the Development will not be occupied at any time other than for purposes ancillary to the residential use of the dwelling known as Outer Lodge and shall not be independently occupied.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

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.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. OWNERSHIP

- 7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.
- 7.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 20 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
- (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

8. NOTICES

- 8.1 A notice [or other communication] to be given under or in connection with this deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 8.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:
- (a) to the Council at: Mercury House, Station Road, Richmond, North Yorkshire, DL10 4JX;
 - (b) to the Owner at: Outer Lodge, Stanwick St John, Richmond, North Yorkshire DL11 7RR;

or as otherwise specified by the relevant person by notice in writing to each other person.

- 8.3 Any notice given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Amanda
Jane Baker, in the presence of:

.....

Owner

.....
SIGNATURE OF WITNESS

NAME, ADDRESS AND
OCCUPATION OF WITNESS