

DATED

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**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER  
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990  
RELATING TO LAND AT LYTEL GARTH, KELDHOLME, KIRKBYMOORSIDE  
YORK, YO62 6ND**

by

**THERAPY IN PRAXIS LIMITED**

and

**JOHN LEONARD SUGARS & CARRIE-ANNE BRACKSTONE**

**Tilly Bailey & Irvine**  
law firm

tbi

Tilly Bailey & Irvine LLP  
12 Evolution  
Wynyard Park  
Wynyard  
TS22 5TB

Ref: SRG.168776.1

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THIS DEED is dated

2021

- (1) **THERAPY IN PRAXIS LIMITED** incorporated and registered in England and Wales with company number 03841429 whose registered office is at 9 Grimbold Crag Court, St James Business Park, Knaresborough, North Yorkshire, HG5 8QB (**Owner**)
- (2) **JOHN LEONARD SUGARS** and **CARRIE-ANNE BRACKSTONE** both of 21 Eastfield Road, Pickering, North Yorkshire, YO18 7HU (**Developer**).

#### **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 Developer has made the Planning Application and is proposing to carry out the Development.
- (D) The Developer intends to purchase the Property from the Owner and develop the Property pursuant to the Planning Permission.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

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

##### **1.1 Definitions:**

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 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 Property.

**Council:** Ryedale District Council of Ryedale House, Old Malton Road, Malton, YO17 7HH.

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

**Domestic Paraphernalia:** means the following: washing lines, children's play equipment, outdoor domestic furniture such as seats, benches and BBQs, compost areas, garden structures such as pergolas, decking, patios, garden lighting, garden ornaments, containers and ornamental planting.

**Plan:** the plan attached to this deed.

**Property:** the freehold land on the east side of Lytel Garth, Keldholme, Kirkbymoorside, York, YO62 6ND shown edged red on the Plan being part of the land registered at HM Land Registry with absolute title under title number NYK303500.

**Planning Application:** an application for planning permission registered by the Council on [DATE] under reference number [NUMBER].

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

**Restricted Area:** the area shown edged green on the Plan.

**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 A reference to **writing** or **written** excludes faxes and e-mail.

- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 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 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.
- 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 and the Developer 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 and the Developer covenant with the Council not to place or allow to be placed any Domestic Paraphernalia in the Restricted Area.

## **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.



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 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

8.5 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 **THERAPY IN PRAXIS LIMITED** acting by a director in the presence of :-

Witness signature.....

Witness name.....

Witness address.....

.....

Occupation.....

Signed as a deed by **JOHN LEONARD SUGARS** in the presence of :-

Witness signature.....

Witness name.....

Witness address.....

.....

Occupation.....

Signed as a deed by **CARRIE-ANNE BRACKSTONE** in the presence of :-

Witness signature.....

Witness name.....

Witness address.....

.....

Occupation.....



**Annexure 1 - Plan**

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