

THIS DEED is made the *28th* day of *January* One thousand nine hundred and ninety ~~eight~~ *nine*

BETWEEN

- (1) **THE MAYOR COUNCILLORS AND INHABITANTS OF THE BOROUGH OF CASTLE MORPETH** of Council Offices The Kylins Loansdean Morpeth Northumberland ("the Council")
- (2) **ESHOTT HALL ESTATE LIMITED** of Eshott Hall Estate Felton Northumberland ("the Developer")





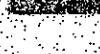
1. DEFINITIONS

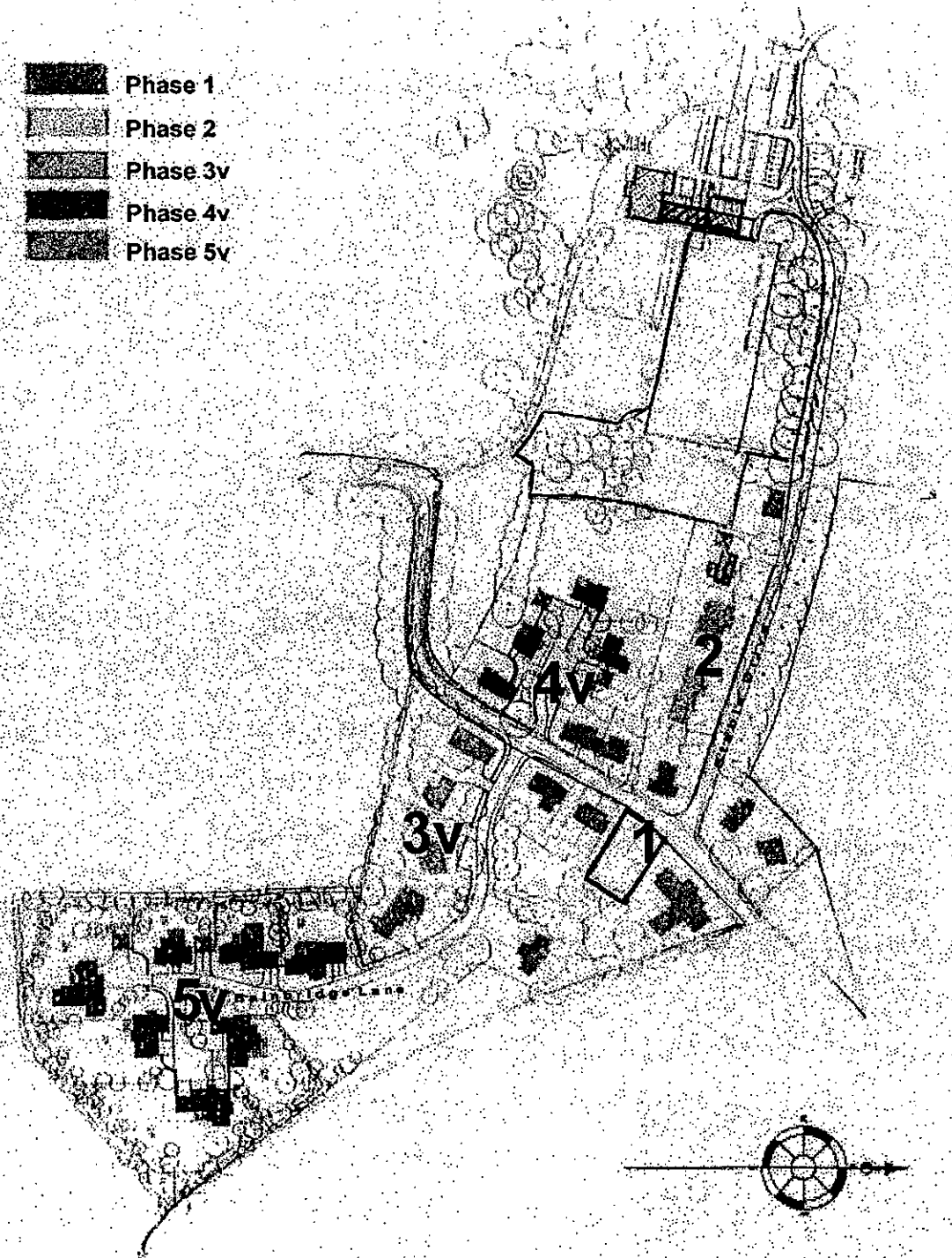
- 1.1 "The Act" - means the Town & Country Planning Act 1990
- 1.2 "The 1st Planning Permission" - means that outline permission given registration number 96/D/163 and all amendments thereto dated 24th September 1996
- 1.3 "The 2nd Planning Permission" - means that permission given registration number 98/D/358 for construction of one house for residential occupation granted on 4th November 1998
- 1.4 "The Development Strategy" - means the development strategy submitted with and forming part of the plans and specifications pursuant to planning permission number 96/D/163
- 1.5 "The Phasing Schedule" - means that part of the progress statement dated Autumn 1998 showing phases of the construction as amended and agreed by the Council and appended hereto marked Appendix 1
- 1.6 "The Plan" - means that plan of Eshott Hall Estate appended hereto marked Appendix 2

- 1.7 "The 1996 Agreement" - means that Agreement made between the Council, the Developer and T.N.H. Sanderson dated 24th September 1996 pursuant to Section 106 of the Town and Country Planning Act 1990
- 1.8 "The 1997 Agreement" - means that Agreement dated 17th November 1997 made pursuant to S.106A of the Act
- 1.9 "The Director of Planning" - means the officer for the time being engaged by the Council given that title and having the function of carrying out the duties of Director of Environmental & Planning Services
- 1.10 "The Development Land" - means all that area of land edged blue on the Plan at Eshott Morpeth in the County of Northumberland
- 1.11 "The Walled Garden" - means that area of the Development Land edged green for the purposes of identification only on the Plan
- 1.12 "The Chapel" - means that area of the Development Land edged red for the purposes of identification only on the Plan
- 1.13 "The Centre Link" - means the reconstruction of the demolished building linking the East and South Wings of Eshott Hall as shown on the 1st Planning Permission and Reserved Matters & Listed Building Consents, the Central Link being shown hatched black on the Plan for the purposes of illustration only

2. RECITALS

- 2.1 The Council is the local planning authority for the purposes of this Agreement for the area within which the Development Land is

-  Phase 1
-  Phase 2
-  Phase 3v
-  Phase 4v
-  Phase 5v



ESHOTT VILLAGE

PHASING DIAGRAM OCTOBER 1998



situated and by whom the obligations contained in this Agreement are enforceable

- 2.2 The Developer is the owner in fee simple of the Development Land given title number ND94670 at the Durham District Land Registry
- 2.3 By the 1st Planning Permission dated 24th September 1996 the Developer was granted an outline permission for comprehensive redevelopment of the Development Land to include inter alia conversion and refurbishment of existing properties, construction of new dwellings, conversion and refurbishment of Eshott Hall and conversion and construction of other accommodation for use as holiday cottages together with associated landscaping, parking and access roads and associated environmental works
- 2.4 The Developer has made application under Register Number 98/D/358 ("The 2nd Planning Permission") for the construction of one house which application the Council has approved subject to the Developer and the Mortgagee entering into this Agreement to make provision for the Chapel to be retained as a community facility as set out at Schedule 1
- 2.5 The 1st Planning Permission and the 1996 Agreement required the Developer and owners to carry out the development in strict accordance with the Development Strategy and in accordance with the phasing set out in the 1996 Agreement
- 2.6 By the 1997 Agreement the Council the Developer and Owners agreed that the terms of the First Agreement be varied such that

Phase 3 should be substituted by Phase 3(v); the permission in respect of the erection of 4 houses within the Walled Garden be revoked, permission thereby being granted for construction of those 4 houses within South Court instead of the Walled Garden; and that the refurbishment of Dove Cottage be carried out within Phase 3(v)

2.7 At the date of this Agreement the following phases have been completed or substantially completed to the satisfaction of the Council

- Phase 1 - refurbishment and construction of 9 houses within Eshott Hall Estate
- Phase 2 - construction of 3 houses
Refurbishment and repairs in Main Hall
Establishment of Wolsey Lodge type facility with ancillary catering.
- Phase 3(v) - construction of 4 houses at South Court
Renovation of Dove Cottage
Practical completion of infrastructure (water supplies & sewage) for Eshott Hall Estate
Completion of tree survey on Development Land
Management and Conservation Plan

2.8 The Council has decided that it can properly approve application number 98/D/358 and the Reserved Matters & Listed Building Application pursuant to the 1st Planning Permission submitted on

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subject to the Developer entering into this Agreement regulating the further implementation and phasing of the Development

NOW THIS DEED WITNESSETH as follows

- 3.1 This Deed is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that Section
- 3.2 The expressions the Council, the Developer shall include their successors in title and assigns **SAVE THAT** this Agreement shall not bind any successor in title or assignee by virtue only of purchase or lease of any of those dwellings constructed or to be constructed for the purpose of permanent private residential occupation by an individual or family
- 3.3 For the avoidance of doubt it is hereby declared and agreed that in the event of planning permissions being quashed as a result of legal proceedings this Agreement shall absolutely determine and become null and void but without prejudice to the rights of any party against any other
- 3.4 The Council will upon the written request of the Developer at anytime after the obligations of them under this Agreement have been fulfilled issue written confirmation thereof and cancel all related entries in the Register of Local Land Charges
- 3.5 This Agreement is a Local Land Charge and shall be registered as such

4. NOTICES

4.1 Any notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class delivery post or by facsimile transmission to the Director of Planning

4.2 The address for service of any such notice consent or approval as aforesaid shall in the case of service on the Council be upon the Director of Planning at the Council at the address given above or to any such other address for service as shall have previously been notified by the Council to the Developer; in the case of service upon the Developer to be upon the Developer at its registered office and address aforesaid or any such other address for service as shall have been previously notified by the Developer to the Council

4.3 Any notice consent or approval under this Agreement shall be deemed to have been served as follows:-

(i) if personally delivered

(ii) if posted, at the expiration of 48 hours after delivery into the custody of the Postal Authority.

(iii) if sent by facsimile transmission at the time of successful transmission

and in proving such service it shall be sufficient to show that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the Postal Authority in a prepaid first class envelope

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5. RESOLUTION OF DISPUTES

5.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement such dispute or difference shall be referred to some independent fit person holding appropriate professional qualifications to be appointed in the absence of agreement by the President or equivalent person for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be paid by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

6. LAND COMPENSATION ACT 1973

6.1 The Developer shall indemnify the Council acting in its capacity as agent for Northumberland County Council pursuant to the Highways Act 1980 against any payments made by the Council under Parts I and II of the Land Compensation Act 1973 arising out of or connected with the works involved in completing the development including any damages or compensation paid by the Council or on the advice of its legal advisors to compromise or settle any claim **PROVIDED THAT** the Council shall as soon as possible notify the

Developer of any such claims brought or made against the Council or Northumberland County Council and shall not compound sever or admit the same without the consent of the Developer who may at their own expense defend dispute or settle the same in the name of and on behalf of the Council and/or the Northumberland County Council who shall give to the Developer (but at the Developer's expense) all reasonable assistance that the Developer may require for such purposes

7. COSTS

7.1 On Completion of this Agreement the Developer shall pay to the Council the sum of £250 being the cost incurred in the preparation and completion of this Agreement

8. The Developer agrees to be bound by the covenants set out in Schedule 1

9. DISCHARGE

9.1 The 1st and 2nd Agreements and any amendment thereto are hereby discharged and the Council shall cancel all related entries as from the date hereof in the Local Land Charges Register

10. Any future amendments to this Agreement shall be as approved in writing by the Local Planning Authority and attached to this Agreement and shall be deemed to be variations pursuant to Section 106A of the Act of this Agreement

SCHEDULE 1

OBLIGATIONS OF THE DEVELOPER

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THE CHAPEL

- 1.1 The Developer hereby agrees that the 1st Planning Permission 96/D/163 so far as it relates only to the conversion of the Chapel to residential accommodation shall not be implemented and is hereby revoked
- 1.2 The Developer hereby agrees that he will make no claim for compensation in respect of the covenant at Clause 1.1 above
- 1.3 The Chapel shall be made available for use as a community facility unless and until any further Planning Permission for change of use is issued by the Local Planning Authority

THE WALLED GARDEN

- 2.1 The 1st Planning Permission 96/D/163 so far as it relates only to the construction of 4 houses for residential occupation in the Walled Garden shall not be implemented and the Developer shall make no claim in compensation thereof in consideration of which the Council permits the construction of the 4 houses hereinbefore referred to in South Court as shown at Phase 3(v) of the Phasing Schedule

FUTURE IMPLEMENTATION OF THE 1ST PLANNING PERMISSION

- 3.1 The Developer shall complete all highway works to the approval of the Local Planning Authority prior to the commencement of 5(v)
- 3.2 No work for the construction of the houses in Phase 4(v) shall commence until receipt of plans for the Centre Link and issue of all planning permissions and Listed Building Consents in respect thereof

and written approval pursuant to the Building Regulations shall have been given by the Council

- 3.3 No work shall commence on the first and second house at Kennel Wood as indicated on Phase 5(v) of the Phasing Schedule until the foundations are cast and the stonework to damp proof course has been completed on the Centre Link
- 3.4 No work shall commence on construction of the third and fourth houses at Kennel Wood as indicated on Phase 5(v) until the stonework to first floor level including the first floor slab has been completed on the Centre Link
- 3.5 No work shall commence on construction of the fifth house at Kennel Wood as shown on Phase 5(v) until the Centre Link has been completed to roof level including the fitting of and completion of the roof at the Centre Link
- 3.6 No work shall commence on construction of the sixth house as indicated in Phase 5(v) until completion of all first fix work at the Centre Link
- 3.7 No work shall commence on construction of the seventh house or any other development at Kennel Wood as indicated in Phase 5(v) until final completion of all works at the Centre Link
- 3.8 The Developer shall provide written confirmation signed by an authorised Building Inspector that the works on the Centre Link have been satisfactorily completed after each of the Centre Link Construction Phases shown at Clause 3.3, 3.4, 3.5 and 3.6.

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6.

IN WITNESS whereof the Common Seal of the Council the Developer and the Mortgagee was hereto affixed the day and year hereinbefore written

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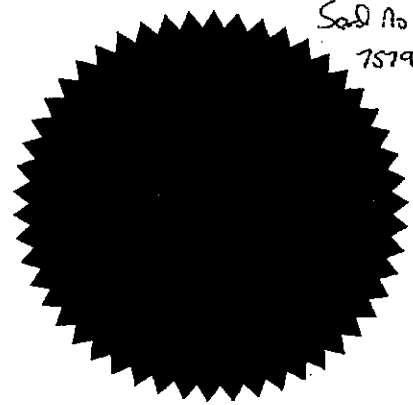
MAYOR COUNCILLORS AND)

INHABITANTS OF THE)

BOROUGH OF CASTLE)

MORPETH was hereunto affixed)

in the presence of:-)



Seal No
7579

MAYOR *Richard [unclear]*

CHIEF EXECUTIVE *Richard [unclear]*

Signed for and on behalf of ESHOTT)

HALL ESTATE LIMITED by its duly)

authorised signatory in the presence of:-)

[Signature]
[Signature]

G Mansell
GAIL MANSELL
18 CREEY PLACE
LONGHOUGHTON
ALNWICK
NORTHUMBRIA

APPENDIX 1

PHASING SCHEDULE
AUTUMN 1998

Section 2a) of this Progress Statement highlights the need to re-appraise the Development programme, especially to accommodate essential changes to the referencing system brought about by re-organisation of the housing phases. For clarity in the itemised information below the new phase reference is in bold type with the previous reference in brackets. Any changes are in bold italics. The accompanying plan shows the spatial distribution of the new Phases.

Phase 1 (Phase 1)

Refurbishment of existing houses in village (4), replace existing dwellings in village (2), dwelling opposite grain drier (1), replacement of grain drier (2).

Receipts to provide for infrastructure (water supply and sewage system), first phase conversion of Homes Farm for Rural Business Centre, reinstatement of landscape features and feasibility work on access, wildlife, conservation and use of sustainable energy sources and highway improvements.

**Chapel deleted - see Phase 3*

Total dwellings - 9

Cumulative totals - Originally : 10 Now : 9
Current position - one plot remaining to be developed

Phase 2 (Phase 2)

Construction of dwellings to the West of the grain drier (3)

**additional dwelling on plot 12a, next to Dove Cottage*

Refurbishment and repairs in Main Hall (dry rot treatment, roof repairs etc) and establishing 'Wolsey Lodge' type facility with ancillary catering.

Total dwellings - 3

Cumulative totals - Originally : 12 Now : 12
Current position - one dwelling to complete

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Phase 3(v) (Phase 3)

Renovation of Dove Cottage* - new houses in South Court (4)

Finalisation of Estate Management and Conservation Plan Initiation of Estate conservation exercise, including village wildlife feature, restoration of fernery and improved public access. **Conversion of Chapel to community use and upgrading associated car park.**

**Retention of Dove Cottage as possible key worker accommodation is being actively considered.*

Total dwellings - 5

Cumulative totals - Originally : 17 Now : 17

Current position - 4 dwellings under construction

Phase 4(v) (Phase 5)

Construction of North Court in village (4/5)

Start Centre Link for Hall and conversion of East Wing to provide large function rooms; additional bedrooms and new kitchen facilities. Convert part of East Wing to affordable housing. Upgrade access and parking arrangements at Hall. Improve general access from West by introducing passing places on U6004. Critically evaluate Biomass option.

Total dwellings - 4

Cumulative totals - Originally : 22/23 Now : 21

Current position - being marketed, all plots available.

Phase 5(v) (parts of Phase 3/Phase 4/Phase 5)

Completion of Bainbridge Drive housing as extension to Phase 3(v) with new development in Kennel Wood (8).

Consolidation of commercial activities at the Hall. Second phase of Rural Business Centre at Home Farm, restoration of Walled Garden. Install alternative heating system (if appropriate) and plant coppicing.

Total dwellings 8

Cumulative totals - originally : 29 Now : 29

Current position - design still conceptual

Phase 6(v) (Phase 6)

Refurbishment of Stable Block and possible establishment of Equestrian facilities.

Provision of reed beds to supplement digester and create wildlife feature. Extend alternative heating system to farm; Hall and rest of village (if appropriate). Finalise strategy and provisions for 'affordable housing'.

Scheme total - 29 units comprising:

Refurbished and reconstructed dwellings -	9
New dwellings	- 20