

**DATED** 10TH DECEMBER 2021

**THE EAST RIDING OF YORKSHIRE COUNCIL**

- and -

**TINGDENE HOLIDAY PARKS LIMITED**

**AGREEMENT**

under Section 106 of the Town and Country  
Planning Act 1990 (as amended)  
in respect of land at 26 Kenwood, Hollym  
in the East Riding of Yorkshire

Application Reference: 20/03422/LOBVAR

(DSH/80192)

THIS AGREEMENT is made the 10<sup>th</sup> day of December 2021

BETWEEN

- (1) **THE EAST RIDING OF YORKSHIRE COUNCIL** of County Hall, Cross Street, Beverley, East Riding of Yorkshire, HU17 9BA (“the Council”)
- (2) **TINGDENE HOLIDAY PARKS LIMITED** of Company Registration Number 0644264 (“the Owner/s”)

## **DEFINITIONS AND INTERPRETATION**

IN this Agreement the following words and expressions shall have the following meanings

- “the Act”** means the Town and Country Planning Act 1990 as amended
- “the 2001 Agreement”** means the s106 agreement between (1) the East Riding of Yorkshire Council (2) M S Godfrey and D C Godfrey and (3) AIB Group (UK) PLC dated 9<sup>th</sup> March 2001
- “the First Application”** means the application for Planning Permission received by the Council and bearing the reference number 00/03687/PLF or as the same may have been amended prior to the date hereof
- “the Second Application”** means the application for Planning Permission bearing the reference 20/03468/PLF or the application for Planning Permission bearing the reference 21/01744/VAR or whichever of those applications such as the context may require, including both if appropriate

**“Caravan Camp”**

means the area of land edged blue in the plan within the 2001 Agreement such area being used as a caravan camp

**“Commencement of Development”**

means the carrying out of a material operation for the commencement of the Development as defined in section 56(4) of the Act PROVIDED THAT (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, site survey, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not constitute material operations and **“Commence Development”** shall be construed accordingly

**“the Development”**

means the development described in the First Application, Second Application and/or Planning Permission

**“the Director”**

means the Council’s Director of Planning and Economic Regeneration for the time being or his authorised nominee

**“Dwelling”**

has the same meaning as in section 275 of the Housing and Regeneration Act 2008

**“the Land”**

means the land situate at 26 Kenwood, Hollym, the subject of the Application (and having the benefit of the Planning Permission) and shown for the purposes of identification edged red on the Plan

**“Mortgagee”**

means a mortgagee or charge or a receiver appointed by such a mortgagee or charge (including administrative receivers)

**“Occupation”**

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to **“Occupy”** and **“Occupied”** shall be construed accordingly

**“the Plan”**

means the plan annexed hereto of reference number *RS / 4458 / 20 / 02*

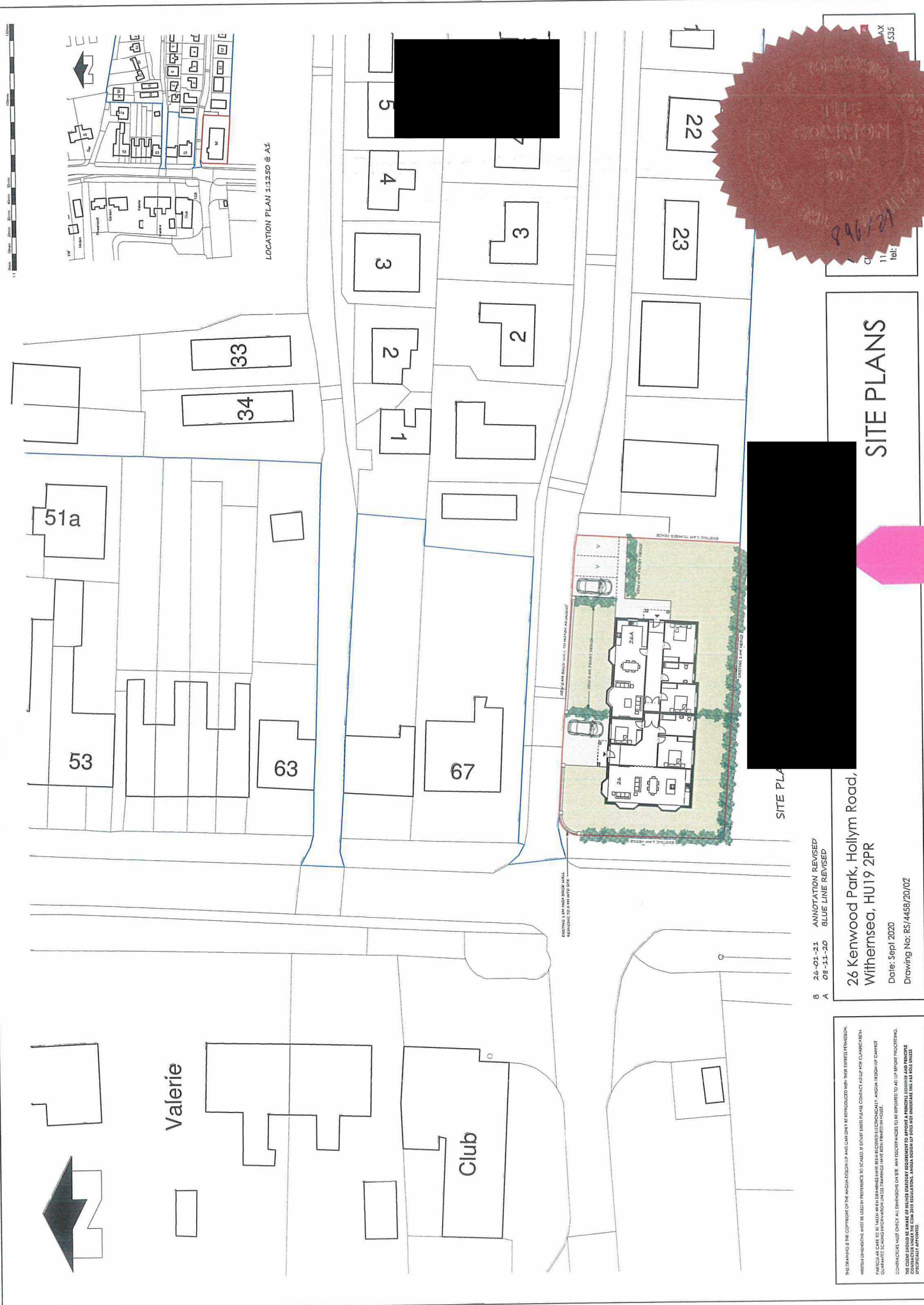
**“the Planning Permission”**

means the Planning Permission for the Development resulting from the First Application or the Second Application

**WHEREAS**

- (A)** The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated
- (B)** The Owner is seised in fee simple in possession of the Land free from incumbrances save as hereinafter mentioned and proposes to enter into the obligations contained in this Agreement in respect of the Land
- (C)** The Owner has submitted the Second Application to the Council for planning permission to carry out the Development in accordance with plans specifications and particulars forming part of the Second Application
- (D)** Via authority delegated from the Director, the Council was satisfied that the Development disclosed by the Second Application was such as might be approved by the Council under the Act provided the parties hereto enter into an obligation





# SITE PLANS

26 Kenwood Park, Hollym Road,  
Withersea, HU19 2PR

Date: Sept 2020

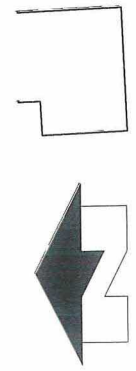
Drawing No: RS/4458/20/02

- B 26-01-21 ANNOTATION REVISED
- A 08-11-20 BLUE LINE REVISED

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LOCATION PLAN 1:1250 @ A1



Valerie

Club

SITE PLAN

of the type specified in Section 106 of the Act in the manner of this Agreement, with such Agreement required to supersede the 2001 Agreement

NOW THIS DEED WITNESSES as follows:-

- 1 This Agreement is made in pursuance of the powers set out in Section 106 of the Act and all other powers enabling and is a planning obligation for the purposes of Section 106 of the Act and the Council is the Planning Authority by which the provisions of this Agreement shall be enforceable
  
- 2 IT IS HEREBY AGREED AND DECLARED as follows:
  - 2.1 Save where the context otherwise requires references to any party in this Agreement shall include their respective successors in title but to the intent that no party shall be liable for any breach of this Agreement occurring after the date on which they shall have parted with their interest in the Land or the part in respect of which such breach occurs
  
  - 2.2 The covenants contained in this Agreement shall come into effect only upon the grant of the Planning Permission.
  
  - 2.3 This Agreement is a local land charge and shall be registered as such
  
  - 2.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Authority and its rights powers duties and obligations under all public and private statutes bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement
  
  - 2.5 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

- 2.6 Covenants made hereunder if made by more than one person are made jointly and severally
- 2.7 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner
- 2.8 The Owner shall pay to the Council on demand the sum of £1,000 as a contribution towards the Council's legal costs incurred in connection with the preparation and completion of this Agreement
- 2.9 Any Notice or other information required or authorised by this Agreement to be given by any party may be given by hand or sent by first class pre-paid post and if sent by post shall be deemed to be served two days after being sent unless returned to the sender as undelivered mail by the Post Office
- 2.10 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and unless specifically provided no person other than the parties to this Agreement or their successors in title shall have any benefit or any right to enforce any term of this Agreement
- 2.11 Upon the execution of this Agreement, those covenants in the 2001 Agreement will expire, and be replaced by any covenants in this Agreement
3. The Owner covenants with the Council so as to bind the Land and each and every part thereof
- (i) to observe and perform the covenants set out in the First Schedule hereto; and



- (ii) that from the date of the Commencement of Development the Land will be permanently subject to the restrictions set out in the Third Schedule hereto
4. The Council agrees to accept the Owners covenants set out in the First Schedule hereto and hereby covenants with the Owner to fulfil the covenants on its behalf contained in the Second Schedule hereto
5. Any dispute arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Law Society and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force
6. In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

IN WITNESS whereof the parties have executed these presents as a Deed the day and year first before written



## **FIRST SCHEDULE**

### **The Owner's Covenants**

- 1.1 Not to permit the Occupation of the Land otherwise than by a person solely or mainly employed as a warden, or a dependant of a warden residing with the warden, or a widow or widower of such warden, for the purposes of facilitating the day to day running of the Caravan Camp prior to the Commencement of Development of the Planning Permission of the Second Application
- 1.2 To ensure that upon the Commencement of Development of the Planning Permission of the Second Application, the Land is only Occupied for holiday purposes, as 2 holiday bungalows and not as a sole or main residence, subject to clause 1.1 above

**SECOND SCHEDULE**

**The Council's Covenants**

None

## **THIRD SCHEDULE**

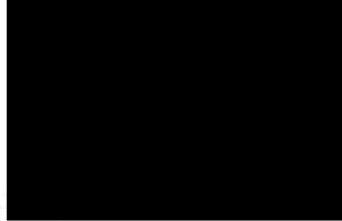
### **Restrictions on the Land**

- 1.1 The Land shall not be Occupied otherwise than by a person solely or mainly employed as a warden, or a dependant of a warden residing with the warden, or a widow or widower of such warden, for the purposes of facilitating the day to day running of the Caravan Camp prior to the Commencement of Development of the Planning Permission of the Second Application
- 1.2 Upon Commencement of Development of the Planning Permission of the Second Application, the Land shall only be Occupied for holiday purposes, as 2 holiday bungalows and not as a sole or main residence, subject to clause 1.1 above

THE COMMON SEAL of THE  
EAST RIDING OF YORKSHIRE

COUNCIL was hereunto affixed in

the presence of:-



EXECUTED as a DEED by

acting by:



TINGDENE HOLIDAY PARKS  
LIMITED

Director

Director/Secretary

in the presence of:

Name: GARY DUNNIE

Address: 34-36 BRADFORD ROAD

Occupation: NW 413

PLANNING LAWYER