

DATED

22 AUGUST

2025

**(1) SIR ANTHONY ROBERT MILNES COATES BARONET, LADY HARRIET
ANN MILNES COATES, MARK TIMOTHY BURTON and NICHOLAS
REDSTON WARNER**

(2) THE NORTH YORKSHIRE COUNCIL

UNILATERAL UNDERTAKING
under Section 106 of the Town and
Country Planning Act 1990

relating to land
adjacent to Telephone Exchange,
Back Lane,
Helperby,
North Yorkshire

BETWEEN:

- (1) **SIR ANTHONY ROBERT MILNES COATES BARONET** and **LADY HARRIET ANN MILNES COATES** and **MARK TIMOTHY BURTON** and **NICHOLAS REDSTON WARNER** of Helperby Estate Office, Helperby Hall, Helperby, York YO61 2QP (the trustees of the Lady Milnes Coates June 1987 Settlement) ("the Owners")
- (2) **THE NORTH YORKSHIRE COUNCIL** registered office County Hall Racecourse, Northallerton, DL7 8AD ("the Council")

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated and by whom planning obligations within this Deed are enforceable.
- (B) The Owners are the freehold owners of the Property free from encumbrances save only as mentioned in the registered title to the Property.
- (C) The Owners have submitted the Application to the Council and they have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, having regard to the provisions of the development plan and the planning considerations affecting the Property.
- (D) The Council has resolved that subject to the completion of this Deed the Full Planning Permission shall be granted

DEFINITIONS

In this Undertaking (except where the context otherwise requires):

"the Act"	means the Town and Country Planning Act 1990
"the Application"	means the application for planning permission submitted to the Council and bearing the reference ZB24/02089/OUT
"the Application Plan"	means the plan annexed hereto as Schedule 1 showing the location of the Development
"Commencement of Development"	<p>means the earliest date upon which a material operation is begun in accordance with the provisions of section 56 (4) of the Act save for the purposes of this Deed none of the following operations shall constitute a material operation:</p> <ul style="list-style-type: none">• site preparation works;• archaeological investigations;• site investigation works (including environmental investigations); and• works of demolition and "Commence the Development" shall be construed accordingly
"the Development"	means the Erection of two self-build dwellings
"the Dwellings"	means the two dwellings to be constructed on the Property pursuant to and in accordance with the Full Planning Permission
"Occupied"	means the occupation of any part of the

	Dwellings for any purpose permitted by the Full Planning Permission but not including occupation by a person or persons engaged in construction or fitting out or decoration or security operations and "Occupy" and "Occupied" shall be construed accordingly;
"the Property"	means part of the land registered at the Land Registry under Title Number NYK373997 being land adjacent to Telephone Exchange, Back Lane, Helperby, North Yorkshire as shown edged red on the Plan
Self-Build and Custom House Building	means self-build and custom housebuilding as defined by Section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016)
"the Full Planning Permission"	means the planning permission for the Development given under reference number ZB24/02089/OUT to be granted by the Council pursuant to the Application
"Self Build Dwelling"	means a dwelling to be either constructed or commissioned by a person or persons who has primary input into its design, intends to live in the said dwelling and which dwelling otherwise meets the definition of Self-Build and Custom Housebuilding

1. STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of Section 106 of the Act and to the extent that the covenants in this Deed are not made under Section 106 of the 1990 Act they are made under Sections 111 and 139 of the Local Government Act 1972 the Localism Act 2011 and all other powers so enabling with the intention to bind the Owner's interest in the Property and the obligations in this Deed on the part of the Owner are planning obligations for the purposes of the Act enforceable by the Council.

2. GENERAL

- 2.1 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 2.2 The covenants contained in this Deed shall take effect upon the date of grant of the Full Planning Permission except for the covenants in clauses 3 and 5 hereof which shall be effective from the date of this Deed.
- 2.3 If the Full Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owners or successors in title this Deed shall forthwith determine and cease to have effect but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such determination.
- 2.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 2.5 This Deed is a local land charge and shall be registered as such.

- 2.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

3. OWNERSHIP

- 3.1 The Owners warrant that no person other than the Owners have any legal or equitable interest in the Property.
- 3.2 The Owners will give to the Council within 10 Working Days after the occurrence thereof 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 the;
- 3.2.1 name and address of the person to whom the disposition was made;
and
- 3.2.2 nature and extent of the interest disposed of.

4. NOTICES

- 4.1 A notice or other communication to be given under or in connection with this Deed must be in writing and must be:
- 4.1.1 delivered by hand; or
- 4.1.2 sent by pre-paid first class post or other next working day delivery service.
- 4.2 Any notice to be given under this Deed must be sent to the relevant party as follows:
- 4.2.1 to the Council at: The North Yorkshire Council County Hall
Racecourse Lane, Northallerton DL7 BAD marked for the
attention of the Corporate Director of Community Development
bearing the reference ZB24/02089/OUT:

4.2.2 to the Owners at: Helperby Estate Office, Helperby Hall, Helperby, York YO61 2QP; or as otherwise specified by the relevant person by notice in writing to each other person.

5. COUNCIL'S COSTS

5.1 The Owners shall pay to the Council on or before the date of this Deed:

5.1.1 the Council's reasonable and proper legal costs of £550 together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

6. COVENANTS BY THE OWNERS

The Owners covenant with the Council as follows:-

- 6.1 To construct the Dwellings as Self-Build Dwellings in accordance with a design and layout into which the first intended owner of each Dwelling has had primary input
- 6.2 That the first Occupation of a Dwelling shall be by a person or persons who had primary input into the design and layout of the Dwelling and who intend(s) to live in the Dwelling for at least 3 years from the date of practical completion as their sole or main residence.
- 6.3 To notify the Council of the persons who intend to take up first Occupation at least two months prior to the first Occupation.

IN WITNESS whereof the Parties have executed this Agreement on the day and year
first before written

**EXECUTED as a DEED by LADY
HARRIET ANN MILNES COATES in
the presence of**

) *Harriet Coates*
)
)

Witness: Signature

BWallace

Name

Blair Wallace

Address

*Unit 8 Foundry Yard
Boroughbridge YO51 9AX*

Occupation

Chartered Surveyor.

**EXECUTED as a DEED by
PROFESSOR SIR ANTHONY
ROBERT MILNES COATES
BARONET in the presence of**

) *AS MR AS*
)
)

Witness: Signature

BWallace

Name

Blair Wallace

Address

*Unit 8 Foundry Yard
Boroughbridge YO51 9AX*

Occupation

Chartered Surveyor

**EXECUTED as a DEED by MARK
TIMOTHY BURTON**
in the presence of

) MT Burton
)
)

Witness: Signature

B. J. Brookman

Name

BEVERLY Brookman

Address

1, CROUCHFIELD
HERTFORD - SG14 3LP

Occupation

RETIRED

EXECUTED as a DEED by
NICHOLAS REDSTON WARNER
in the presence of

) Nich W
)
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Witness: Signature

F. Baird

Name

Fiona BAIRD

Address

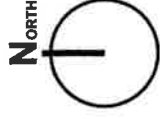
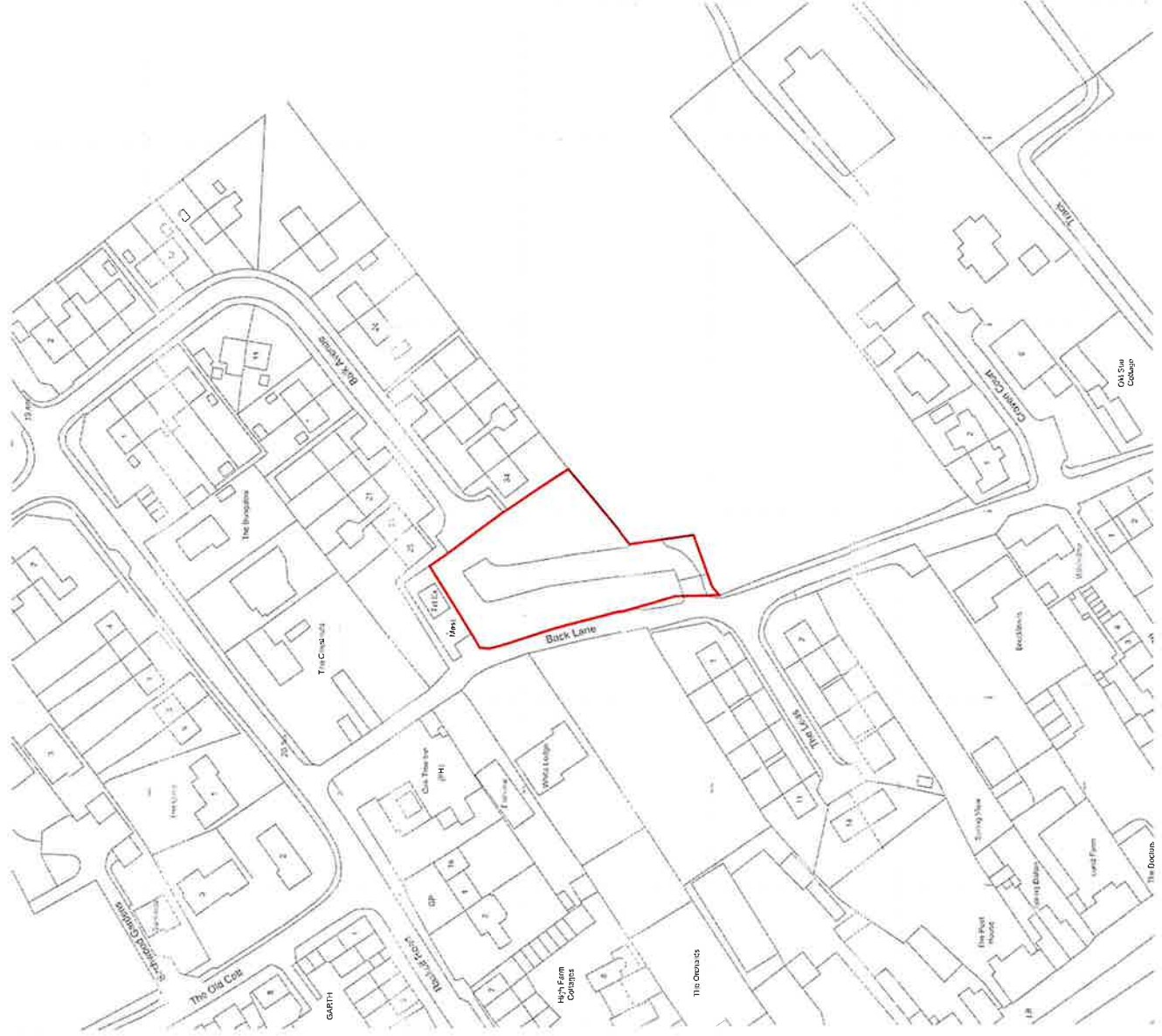
SOUTHON HOUSE, MAIDSTONE ROAD
MARDEN, KENT, TN12 9AE

Occupation

RETIRED

SCHEDULE 1

The Application Plan



MS X MTS Jan

2222 X

AMC X *[Signature]*
HaidtCo

Rev	By	Note	Date
Rev	By	Note	Date

#	Initials	Signature



PRA! Architecture

55 The Tannery, Lawrence Street, York, YO10 3WN T: 01904 683772
E: info@pys-architecture.com W: www.pys-architecture.com

PROJECT Back Lane, Helparby

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CLIENT The Helperby Estate

DATE 19.08.24 SCALE 1:1250@A3

DRAWING 1357.01

DRAWN	ID	CHECKED	ID

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Back Lane, Helperby



- Enclosures**
- 1.2m high timber post and rail fence
 - 1.8m high close boarded fence
 - Electric car charging Point
 - Mode 3 electric vehicle charging point with a type 2 outlet socket

N16 X WTB
N12W X N12W
AN1C X
Hire boots

B	JD	Visibility splay amended to 25x2m either side.	24.01.25
A	JD	Notation amended.	14.10.24
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PROJECT Back Lane, Helperby
TITLE Proposed Site Layout
CLIENT The Helperby Estate
DATE 20.08.24 SCALE 1:500@A3
DRAWING 1357.05 REVISION B
DRAWN JD CHECKED JD

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Proposed Site Layout