

DATED 13 JANUARY 2017

BYBROOK BUILDERS LIMITED

ENFORCEABLE BY:

HARBOROUGH DISTRICT COUNCIL

PLANNING OBLIGATION

pursuant to
Section 106 of the Town and Country Planning
Act 1990

in respect of a temporary permissive footpath

at Great Easton

in the Harborough District of Leicestershire

THIS DEED is made on 13 JANUARY

2017

BY:

BYBROOK BUILDERS LIMITED (company number 04394180) of Bybrook House Cross Bank Great Easton LE16 8SR (**the Owner**)

AND IS ENFORCEABLE BY :

HARBOROUGH DISTRICT COUNCIL of The Symington Building, Adam and Eve Street, Market Harborough, Leicestershire LE16 7AG (**the Council**)

RECITALS:

- (A) The Owner is the freehold owner of the part of the Old Railway Land which is within land registered at the Land Registry with title number LT234642 and the part of the Old Railway Land which is within land registered at the Land Registry with title number LT351896
- (B) The Old Railway Land is subject to rights including : (i) a right of access to adjacent agricultural land; (ii) a right of access to the adjoining willow plantation ; and (iii) shooting rights exercisable by a local shooting group
- (C) The Council is the local planning authority for the purposes of the Act for the area in which the Old Railway Land is situated.
- (D) The Parish Council is promoting a neighbourhood plan for Great Easton pursuant to the Planning and Compulsory Purchase Act 2004 and the Neighbourhood Planning (General) Regulations 2012 and is a qualifying body for that purpose
- (E) The Parish Council has allocated the Barnsdale Site and the Castle View Stables Site for residential development in the draft Neighbourhood Plan wherein reference is made to permissive pedestrian rights of access to the Old Railway Land
- (F) The Owner wishes to support the said allocations to the intent that they should be included in the future adopted neighbourhood plan in token of which it now enters into this Deed to secure such rights for a period of expiring on 30 June 2017

NOW THIS DEED WITNESSETH:

1. INTERPRETATION

1.1 In this Deed (including for the avoidance of doubt the Recitals above) the words in column one shall have the meanings respectively ascribed thereto in column two : -

Column One

Column Two

Act	the Town and Country Planning Act 1990 (as amended)
Authorised Hours	During the period October to March inclusive : 0800 hours to 1700 hours During the period April to September inclusive : 0700 hours to 2100 hours
Barnsdale Site	the residential development site at Barnsdale House to which reference is made in the draft neighbourhood plan for Great Easton
Castle View Stables Site	the site identified as suitable for development for a single dwelling at Castle View Stables in the draft neighbourhood plan for Great Easton
Closure	The erection of fencing, barriers or the installation of gates in any place on the Old Railway Land including without limitation its point of connection with Long Lane at the point indicated as "A" on the Plan and the locking of any gates as may be installed thereby preventing or limiting public access
Local Reasons	The following reasons (i) – (viii) inclusive - and the Owner shall be deemed to be effecting Closure or Suspension for "Local Reasons" whenever the Owner shall consider it necessary or appropriate : (i) in case of emergency or in order to comply with the law and the requirements of any public authority or Court or competent jurisdiction; (ii) in order to use existing Service Installations and to lay as often as the Owner shall consider it appropriate new Service Installations; (iii) in order to maintain the boundary features, surface or other parts of Old Railway Land ; (iv) in order to prevent or reduce the abuse of the permissive pedestrian rights established by this Deed by all reasonable and lawful means including without limitation excluding vehicles preventing damage to the surface or anything growing thereon and preventing anti-social behaviour;

	<p>(v) in order to prevent temporary residential occupation of the Old Railway Land and to exclude vehicles tents or other structures accordingly;</p> <p>(vi) in the interests of good agricultural practice or estate management;</p> <p>(vii) in connection with the activities of forestry and agricultural works including provision of access to forestry and agricultural land;</p> <p>(viii) in connection with the activity of shooting</p>
the Old Railway Land	The land at Great Easton, Leicestershire shown edged red on the Plan within which the route of the temporary permissive path established hereby is shown along the line of the old railway from its junction with Long Lane passing in a south-westerly direction indicated by a blue dashed line between the points marked "A" and "B" on the Plan
Plan	the plan appended to this Deed
Reasonable Regulations	such reasonable regulations as the Owner may impose from time to time in the interests of the health safety or wellbeing of all those using the Old Railway Land including those walking thereon in accordance with the permission so to do given by this Deed
Service Installations	all sewers drains pipes wires cables channels watercourses ducts flues conduits optic fibres pumping stations holding tanks drainage systems and all other conducting media and associated equipment
Suspension	The display of a written notice on the Old Railway Land at its point of connection with Long Lane at the point indicated as "A" on the Plan in such reasonable form as the Owner shall determine to the effect that the permissive right to use the Old Railway Land in accordance herewith has been suspended for one or more Local Reasons


1.2 The Interpretation Act 1978 shall apply to this Deed

1.3 In this Deed:

1.3.1 The clause headings do not affect its interpretation;

1.3.2 Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a paragraph are to a paragraph of that Schedule;




13/1/2017

- 1.3.3 References to any statute or statutory provision include references to:
- (a) All Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed; and
 - (b) Any orders, regulations, instruments or other subordinate legislation;
 - (c) made under that statute or statutory provision;
- 1.3.4 References to the Land include any part of it;
- 1.3.5 References to any party of this Deed include the successors in title of that party;
- 1.3.6 "including" means "including, without limitation";
- 1.3.7 Any covenant by the Owner not to do any act or thing includes covenant not to permit or allow the doing of that act or thing;
- 1.3.8 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.3.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. STATUTORY POWERS AND LIABILITY

- 2.1 This Deed is made pursuant to Section 106 of the Act and the obligations herein constitute planning obligations for the purposes of the Act and are enforceable as provided hereinafter
- 2.2 The Owner enters into this Deed with the effect of binding its interest in the Old Railway Land
- 2.3 No person will be liable for any breach of this Deed unless they hold an interest in the part of the Old Railway Land in respect of which the breach occurs or held such an interest at the date of the breach provided that they shall remain liable for any breach arising prior to their disposing of their interest in that part of the Old Railway Land in respect of which such breach has occurred
- 2.4 No person shall be liable for any breach of this Deed by another person unless the actions of that person are at their request or procured by them
- 2.5 The obligations contained in this Deed shall not be enforceable against mortgagees and persons deriving title from them or against statutory undertakers in relation to any parts of the Old Railway Land acquired by them or against anyone whose only interest in the Old Railway Land or any part of it is in the nature of the benefit of an easement or covenant

3. TEMPORARY PERIOD

3.1 The obligations contained in the Schedule to this Deed shall come into effect on 13 January 2017 and shall terminate at the end of 30 June 2017

3.2 The period specified in clause 3.1 of the Deed may be extended by mutual agreement in writing between the Owner and Great Easton Parish Council

4. ENFORCEMENT

4.1 The obligations contained in the Schedule to this Deed shall be enforceable by the Council

5. OBLIGATIONS

5.1 The Owner hereby covenants with the Council to carry out and comply with the obligations contained in the Schedule to this Deed

6. THIRD PARTIES

6.1 Nothing herein contained or implicit shall give or be construed as giving any rights privileges powers or enforceability other than to the specific parties executing this Deed and their successors (if any) as defined herein and the provision of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that statute shall have any rights of enforcement in respect of any matter herein contained

7. DELIVERY

7.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

8. JURISDICTION

8.1 This Deed is governed by and interpreted in accordance with the law of England and the Owner shall submit to the non-exclusive jurisdiction of the Courts of England.

IN WITNESS WHEREOF this Deed is executed in the manner hereinafter appearing the day and year first before written

SCHEDULE

Owner's

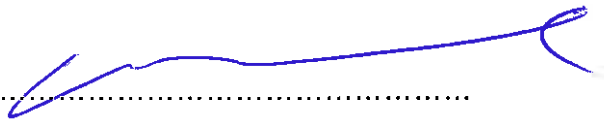
Temporary Obligations

The Owner covenants with the Council as follows:

1. To permit (subject to all existing rights (whether registered or unregistered) to which the Old Railway Land is subject at the date hereof (and such future rights as the Owner may grant from time to time hereafter) public access to the line of the former railway track on the Old Railway Land - for the purpose of walking for recreation and/or exercise only - with or without dogs – during the Authorised Hours daily but without vehicles or machinery and subject always to the right of the Owner to effect Closure for Local Reasons or Suspension for Local Reasons and to the Reasonable Regulations for a period commencing on 13 January 2017 and ending on 30 June 2017 PROVIDED THAT :
 - (i) access is not permitted to the banks to either side of the former line of the track nor shall any brickwork forming part of any bridge or culvert to either edge of the line of the former railway track be subject to damage or additional load-bearing; and
 - (ii) animal waste litter or other waste on the Old Railway Line shall be removed immediately by the person causing it to be on the Old Railway Landin the interests of the safety and wellbeing of walkers

Executed as a deed by)
Bybrook Builders Limited)
acting by a director)
in the presence of:)

Signature of Director :



RAJAN UPPAL

Signature of witness :



Witness Name (in BLOCK CAPITALS):
Witness Address :

FRANK ELLIOTT
NO 2 BANBURY LANE,
GREAT CASTON
LEICESTERSHIRE
LE16 8SF.