

BY DX

Mr M Rice
Head of Legal Services
Selby District Council
DX 27408
SELBY

Our Ref \20622907.2\534\111093.00153

Your Ref MR/JB

17 March 2006

Dear Mr Rice

TADCASTER TOWN CENTRE

Further to my letter of 15 March, I now return the travelling draft of the s.106 Agreement revised in lilac on behalf of SSOBT. As you will see from the legend on the front cover, this particular fair copy marked Draft (2) was produced on 6 December 2005 to incorporate all the amendments previously made to the original draft. Draft (2) was amended by me in green on 8 December, by Peter Burns on 15 December, again by me in green on 19 December and returned without further amendment by Peter Burns on 7 February. However in his covering letter dated 6 February he proposed some additions to clause 11, which I have reproduced as Rider "B" in the accompanying page of riders.

I have the following comments which I hope will assist you in considering the terms of the revised draft:-

Page 2

On re-reading the draft from beginning to end, I have taken the opportunity to make a few typographical and miscellaneous corrections, most of which I think you will find self explanatory.

Page 3 – Definition of Phase 3

I have already dealt in some detail with the new definition of Phase 3 in my letter of 15 March.

Clause 9.1

Our clients understood that they were to receive 43 Kirkgate with vacant possession as provided for in this clause; but in his recent Replies to our Enquiries before Contract, Peter Burns disclosed that premises forming part of 43 Kirkgate are subject to what is presumably a protected business tenancy granted to Mr A R Waterfield and used by him as a dental surgery. I have drawn this to the attention of SSOBT who, despite their previous understanding of the position, are nevertheless prepared to forego vacant possession of his premises.

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Clause 11

I have deleted clause 11.2 from the draft substituting the clause proposed by Peter Burns in his letter of 6 February; but then deleting his clause 11.3 seeing that clause 11.1 already deals with the involvement of a Housing Association. I have substituted 'dwellings' for 'housing' in clause 11.2 so as to be consistent with the terminology of clause 11.1.

Clause 17

Finally I have inserted an Entire Agreement provision as referred to in my letter to Peter Burns of 8 December last.

I look forward to hearing from you returning the travelling draft of the Agreement approved so that the engrossments can be prepared for sealing. In the meantime I will let you have Plan 4 and also the plan to accompany your Council's letter to NYCC as soon as I receive them from SSOBT's Architects Department. Would you kindly mark the draft of the letter to NYCC enclosed with my letter to you of 15 March so as to address it to the Chief Executive, NYCC.

Yours sincerely



David V Evans

Consultant

Enclosure

DATED 2006 2005

Draft (2): 06.12.05
DVE/MCB/JR/111093.00153

(1) SELBY DISTRICT COUNCIL

(2) SAMUEL SMITH OLD BREWERY (TADCASTER)

AGREEMENT

under Section 106 of the Town and Country Planning Act 1990
(as amended) relating to

CENTRAL AREA CAR PARK, TADCASTER

*Travelling draft revised in red on behalf of the Council
P J Burns, Head of Legal Services - 15 December 2005*

*Revised in green on behalf of the Developer
Pinsent Masons, 19 December 2005*

RETURNED BY P. J. BURNS

*Revised in lilac on behalf of the Developer
Pinsent Masons 17 March 2006*


Pinsent Masons

TADCASTER TOWN CENTRE
DRAFT SECTION 106 AGREEMENT

- (1) Selby District Council
- (2) Samuel Smith Old Brewery (Tadcaster)

RIDER "A" [Revised definition of "Phase 3" on page 3:-]

means Subject to permissions being forthcoming from the Council in terms reasonably satisfactory to the Developer, completing on or after 1 July 2005 or facilitating the provision on or after that date through others, including joint ventures to which the Developer is a party, of as many residential units as may be necessary to bring to 50 the total number of residential units ready and offered for occupation whether by sale or rental in the Tadcaster area edged red on Plan 4 (whether by new construction, conversion or refurbishment) such units being (in the case of those by refurbishment) not at present habitable and (in the case of those by conversion) either not in use or in non-residential use prior to the works being carried out. Any residential units provided in the course of Phase 2 of the Development shall qualify for inclusion in the 50 residential units for the purpose of Phase 3.

RIDER "B" [Clause 11]

- 11.2 The Developer will without cost to the Council prepare a design for the housing to be provided under Clause 11.1 including the choice of materials such design to be subject to consultation and approval by the Council but such approval not to be unreasonably withheld or delayed."
- 11.3 The Council having agreed the design for the residential units will then make the site available to a Housing Association on condition that the said Housing Association complies with this Section 106 Agreement.

RIDER "C" [Clause 17]

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and may only be varied or amended by a document signed by or on behalf of both parties and making reference to this Clause.

THIS AGREEMENT is made the

day of

2006 ~~2005~~

BETWEEN:-

- (1) SELBY DISTRICT COUNCIL whose principal office is at Civic Centre, Portholme Road, Selby, North Yorkshire YO8 4SB (the "Council") and
- (2) SAMUEL SMITH OLD BREWERY (TADCASTER) (Company No 00188027) whose registered office is at The Old Brewery, Tadcaster, North Yorkshire LS24 9SB (the "Developer").

DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:-

- "43 Kirkgate" means the property for the purpose of identification only shown coloured purple on Plan 1
- "Act" means the Town and Country Planning Act 1990 as amended
- "Arbitrator" means an independent arbitrator as defined in Clause 14.1 of this Agreement
- "Architect" means an independent architect nominated by the Developer and agreed between the parties or failing agreement within three months of the date of this Agreement to be nominated by the President for the time being of the Royal Institute of British Architects
- "Central Car Park" means the central area car park on the part coloured yellow of the land shown edged red on Plan 2
- "Challenge" means any of the following:-
- (a) an appeal under section 78 of the Act
 - (b) an application under section 73 of the Act
 - (c) proceedings under section 288 of the Act
 - (d) any application or appeal to the High Court (including subsequent appeal to the Court of Appeal and/or House of Lords and/or European Court of Human Rights) against or in respect of any order, action or decision of the local planning authority, Secretary of State or a court
- "Complete" means certified as having been completed pursuant to Clause 8.1 and "Completed" and "Completion" shall be construed accordingly
- "Consent Order" means an order in the form annexed hereto at Appendix 4 quashing the Council's planning permission

"Council's Planning Permission" means the planning permission granted on 16 September 2004 by Selby District Council under decision notice No 8/73/159AT/PA for the refurbishment of the Yellow Land as a car park including resurfacing, new lighting, landscaping and erection of replacement public conveniences

"Council Property" means:-

- (a) 43 Kirkgate,
- (b) the Yellow Land

"Council's Property Value"

(the Valuer) having regard to the relevant provisions of

means the ^{Market} ~~total~~ value of the Council's Property on the date of this Agreement if sold freehold on the open market with vacant possession by a willing seller to a willing buyer subject to the covenants to be contained in the Transfer such value to be determined by an independent valuer ~~under~~ s123 Local Government Act 1972 after taking into consideration any representations made to him by or on behalf of each of the parties hereto the independent Valuer ~~(the Valuer)~~ to be agreed between the parties hereto within three months of the date hereof or failing agreement to be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and the provisions of clause 15 hereof (but substituting Valuer for Architect and the Royal Institution of Chartered Surveyors for the Royal Institute of British Architects) shall apply to the Valuer's appointment

"Developer's Land" means the land shown edged red on Plan 2

"Developer's Planning Permission" means planning permission for the Development granted to the Developer on 10 October 2003 by Selby District Council under decision notice number 8/73/585/PA

"Development" means the comprehensive regeneration of parts of Tadcaster town centre to the west of the River Wharfe comprising demolition (including demolition of 1 and 3 Station Road), re-siting of market, re-design and relaying of Central Car Park, landscaping and development/restoration of various properties including properties in Kirkgate and High Street

"End Date" means ~~31 December 2008~~ * 2009

"Extended End Date" means the expiration of three years from the date on which the last of the closure and traffic orders necessary for the implementation of the Developers traffic recirculation scheme is made by North Yorkshire County Council

"Market Place" means the land shown for the purpose of identification only cross hatched orange on Plan 2 adjoining the Central Car Park and intended to be part of the site for the market in Tadcaster

"Market Place Licence" means a licence of the Market Place in the terms annexed at Appendix 1 including provision for the holding of a weekly market on Thursdays

"Mill Lane Land" means the land shown edged blue on Plan 3

* Note - In place of 31.12.2008 substitute the date in 2009 which is the same number of days after 31.12.2008 as elapse between 25.12.2005 and the date of this Agreement. PM

"Necessary Consents"

means any permission, licence, Order, consent or release necessary for the Developer to carry out, complete and use the Development and for the Developers scheme for recirculation and management of traffic in Chapel Street, High Street, Westgate and Kirkgate to facilitate and serve the Development

"Onerous Condition"

means any restriction or condition attached to a Necessary Consent or any term of any agreement required by the relevant authority as a pre-condition to the issue of a Necessary Consent which either:-

- (a) requires the Developer to pay any sum of money to the Council or to any other person;
- (b) requires the provision of affordable housing other than in accordance with the anticipated planning permission for the extra care/sheltered housing on part of the Mill Lane Land;
- (c) restricts the development of land in the Developer's ownership outside the Central Car Park

"Orders"

means any:-

- (a) traffic regulation order;
- (b) order for the temporary or permanent diversion or stopping up of highways; or
- (c) any other highways order

necessary to carry out, complete and use the Development in accordance with the said traffic recirculation scheme

"Phase 1"

means the works described in Schedule 2 affecting the area of land edged red on Plan 2

"Phase 2"

means the works described in Schedule 3

"Phase 3"

[see RIDER "A" overleaf]

~~means completing on or after 1 July 2005 ready for occupation (whether by sale or rental) 50 residential units in the Parish of Tadcaster (whether by new construction, conversion or refurbishment) such units being (in the case of those by refurbishment) not at present habitable and (in the case of those by conversion) either not in use or in non-residential use prior to the works being carried out~~

P 1 B

"Plan 1"

means the plan annexed marked Plan 1

"Plan 2"

means the plan annexed marked Plan 2

"Plan 3"

means the plan annexed marked Plan 3

"Plan 4"

means the plan annexed marked Plan 4

"Proceedings"

means the judicial review proceedings brought by the Developer under High Court reference CO/5731/2004

"Programme"

means the programme of works annexed as Appendix 5 (or such other programme as the parties may agree in writing to substitute for it)

TADCASTER TOWN CENTRE
DRAFT SECTION 106 AGREEMENT

- (1) Selby District Council
- (2) Samuel Smith Old Brewery (Tadcaster)

RIDER "A" [Revised definition of "Phase 3" on page 3:-]

means Subject to permissions being forthcoming from the Council in terms reasonably satisfactory to the Developer, completing on or after 1 July 2005 or facilitating the provision on or after that date through others, including joint ventures to which the Developer is a party, of as many residential units as may be necessary to bring to 50 the total number of residential units ready and offered for occupation whether by sale or rental in the Tadcaster area edged red on Plan 4 (whether by new construction, conversion or refurbishment) such units being (in the case of those by refurbishment) not at present habitable and (in the case of those by conversion) either not in use or in non-residential use prior to the works being carried out. Any residential units provided in the course of Phase 2 of the Development shall qualify for inclusion in the 50 residential units for the purpose of Phase 3.

RIDER "B" [Clause 11]

11.2 The Developer will without cost to the Council prepare a design for the ^{dwellings} housing to be provided under Clause 11.1 including the choice of materials such design to be subject to consultation and approval by the Council but such approval not to be unreasonably withheld or delayed."

11.3 ~~The Council having agreed the design for the residential units will then make the site available to a Housing Association on condition that the said Housing Association complies with this Section 106 Agreement.~~

RIDER "C" [Clause 17]

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and may only be varied or amended by a document signed by or on behalf of both parties and making reference to this Clause.

"Robin Hood Yard"

means that part of the property shown coloured ~~black~~ ^{and lilac} hatched ~~black~~ ^{lilac} on Plan 2 which lies to the east of Kirkgate

"Standard Conditions"

means the Standard Commercial Property Conditions (Second Edition) but varied as stated in Schedule 1 and with such further amendments (including the use of capital letters) as are necessary to make the Standard Conditions (varied as aforesaid) referable to this Agreement and "Standard Condition" shall be construed accordingly.

"Transfer"

means a transfer by the Council to the Developer of the Yellow Land and 43 Kirkgate in the form annexed at Appendix 3 which shall for the avoidance of doubt contain terms to the following effect:-

- (1) for as long as there is a need for public parking in Tadcaster town centre (any disagreement as to the question of need to be referred to arbitration) the Developer shall use or permit the use of the Central Car Park solely for the purpose of a free short stay public car park (where short stay shall mean that no person may park a motor vehicle thereon for more than an aggregate of 4 hours in any one day) provided that:-
 - (a) on Market Days the use of the Market Place or a part or parts of the Market Place as a market shall not constitute a breach of this covenant
 - (b) the Developer may close the Central Car Park temporarily for the purpose of carrying out maintenance and repairs
 - (c) the Developer may allow long stay car parking by and for that purpose issue permits to any person working in Tadcaster town centre for an employer without dedicated car parking (but excepting any person employed by any brewery in Tadcaster) but no more than 30 such permits shall be current at any one time
 - (d) the Developer may use the Central Car Park to facilitate deliveries, collections and servicing to properties around ~~the perimeter of~~ the Central Car Park ^{and the land edged red on Plan 2}
- (2) the Developer shall maintain and manage the Central Car Park and keep it in good repair and condition. If the Council is of the opinion that the Developer is in breach of that obligation it may serve a written notice on the Developer to that effect. Upon receipt of that notice the Developer shall have 3 months to comment on its contents. If the Developer disagrees with the contents of the notice the matter shall be referred to arbitration. If the Developer accepts the contents of the notice then it shall within 6 months of the receipt of the notice carry out works sufficient to remedy the alleged breach to the reasonable satisfaction of the Council

"WCs"

means the public convenience to be constructed on a site adjacent to or forming part of the Central Car Park to be agreed between the

parties or (but by way of example only) on the land shown coloured blue on Plan 2

"WC Lease"

means a lease of the WC by the Developer to the Council in the form annexed at Appendix 2

"Yellow Land"

means the land forming part of the Central Car Park for the purpose of identification only shown coloured yellow on Plan 1 currently in the freehold ownership of the Council

RECITALS

1. The Developer has the sole freehold interest in various properties in the centre of Tadcaster in the District of Selby North Yorkshire including such parts of the land edged red on Plan 2 as do not form part of the land edged red on Plan 1.
2. The Council is the local planning authority for the purposes of the Act for the area which includes Tadcaster and is the local planning authority by whom this agreement is enforceable.
3. The Developer has obtained the Developer's Planning Permission in respect of a number of projects in ~~the Parish of~~ Tadcaster including the Development.
4. The Council has the sole freehold interest in 43 Kirkgate and the Yellow Land, together comprising all the land registered with absolute title at HM Land Registry under title number NYK88137 and for the purpose of identification only edged red on Plan 1.
5. The Council and the Developer have agreed for the sale by the Council and the purchase by the Developer of 43 Kirkgate and the Yellow Land.
6. The Council has obtained the Council's Planning Permission in respect of the Yellow Land.
7. The Developer has instituted the Proceedings in respect of the Council's Planning Permission.
8. The purpose of this agreement is to resolve certain issues between the parties hereto and to facilitate and regulate certain development in Tadcaster.

NOW THIS DEED made in pursuance of Section 106 of the Act and all other powers the parties hereunto enabling **WITNESSES** as follows:-

1. GENERAL

- 1.1 This Agreement is a planning obligation made in pursuance of Section 106 of the 1990 Act (and to the extent that the covenants in this Agreement are not made under Section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972 and all other powers so enabling) to the intent that it shall bind the parties and their successors in title to the Developer's Land.
- 1.2 Clauses 5 to ¹⁵~~14~~ of this Agreement shall come into effect on the date of the Consent Order and the remaining clauses shall come into effect on the date hereof.
- 1.3 It is agreed and declared as follows:-
 - 1.3.1 for the purpose of such parts of this Agreement as may be subject to the law against perpetuities this Agreement shall remain in force for a period of 80 years from the date hereof or (if sooner) as long as any of the covenants conditions stipulations and agreements herein may not have been performed;
 - 1.3.2 in this Agreement the expressions the "Council" and the "Developer" shall where the context so admits be deemed to include their respective successors in title and assigns;

- 1.3.3 no person shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement occurring after he or it has parted with his or its interest in the Developer's Land 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);
- 1.3.4 nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority;
- 1.3.5 the obligations hereby created shall be registered as a Local Land Charge;
- 1.3.6 no person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999.

1.4 The Council covenants with the Developer:-

- 1.4.1 to remove any land charges entry relating to this Agreement as soon as possible after the obligations on the part of the Developer have been discharged;
- 1.4.2 upon receipt of written request from the Developer to confirm in writing within 10 working days the extent to which the obligations in this Agreement have been discharged at the date of the reply.

2. COSTS

Each party will bear its own costs for the preparation and completion of this Agreement.

3. NOTICES

Any notice, decision, direction, approval, authority, permission or consent required to be given or served hereunder shall be sufficiently served on any of the parties hereto if forwarded by registered or recorded delivery post to it at (if a company or corporation) its registered or principal office or (if an individual) his or her last known place of abode or business in England or (if two or more individuals) the last known place of abode or business of one of them and a notice so sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

4. PROCEEDINGS

- 4.1 The Council will on the date hereof deliver to the Developer 3 copies of the Consent Order, each duly signed on behalf of the Council.
- 4.2 Upon receipt of the duly signed Consent Order pursuant to Clause 4.1 the Developer shall apply to the Administrative Court for a Court Order in the terms of the Consent Order.
- 4.3 For the avoidance of doubt, the parties shall seek no order for costs from the Court in connection with the Proceedings.

5. NECESSARY CONSENTS

- 5.1 Subject to Clause 5.3 the Developer shall forthwith proceed with all due diligence and expedition to obtain all Necessary Consents to enable the Development to proceed.
- 5.2 The Council will promptly consider and determine such of the Necessary Consents as are the subject of applications by the Developer to the Council.
- 5.3 The Council covenants to give reasonable assistance to the Developer in pursuing any application for any Necessary Consent and not to object or authorise or permit any objection to such

applications

application or ~~applications~~ or act in a way that would be detrimental to such application or applications.

5.4 For the purpose of carrying out the Development and subsequently using the Council's Property including the use of the Central Car Park as a public car park in accordance with the provisions of this Agreement the Council hereby consents to the occupation of the Council's Property by the Developer, its contractors, subcontractors and others with or without men, materials and equipment free of charge pending completion of the sale and purchase.

6. DEVELOPMENT

6.1 The Developer once it has obtained all Necessary Consents and in the case of Orders they have been affirmed shall (subject to Clause 13) forthwith commence to carry out and thereafter complete the Development (starting with Phase 1) in accordance with:-

6.1.1 the terms of the Necessary Consents;

6.1.2 the Programme

unless prevented by circumstances beyond the Developer's control. The sequencing of Phase 2 as currently envisaged by the Developer is illustrated for indicative purposes only in the Programme and the Developer shall not be bound to adhere to the Programme.

7. PHASES 1 AND 2 AND 3

The Developer shall (subject to Clause 13) use its reasonable endeavours to complete Phase 1 by ~~the later of the End Date and the Extended End Date~~ to complete each of the projects in Phase 2 by the later of the End Date the Extended End Date and the respective dates indicated in the Programme and to complete Phase 3 by the End Date.

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PJB

8. COMPLETION

8.1 When in each case:-

8.1.1 Phase 1 has reached completion;

8.1.2 Phase 2 has reached completion; and

8.1.3 the fiftieth dwelling within Phase 3 is ready for occupation,

the Architect shall be invited to issue a certificate to that effect and may at the option of the Developer be invited to issue interim certificates as any individual dwelling or any project in the Programme is completed and in issuing such certificates the Architect shall as between the Council and the Developer act fairly and impartially and as an expert.

8.2 It shall be included in the terms of the Architect's appointment that:-

8.2.1 before issuing any such certificate the Architect shall give each of the parties hereto at least 7 working days prior written notice of when he proposes to make his inspection for the purpose of issuing such certificate;

8.2.2 the Architect shall afford to the parties all reasonable facilities for them to accompany the Architect on such inspection; and

8.2.3 the Architect shall take into consideration any reasonable representation made by the parties (but not so as to fetter his professional judgement).

8.3 The fees of the Architect incurred pursuant to this Clause 8 shall be borne equally between the parties.

8.4 The Developer shall after the issue of any such certificate referred to in Clause 8.1 remedy any defects in the works so certified appearing within twelve months of the date of the said certificate in any dwelling completed or provided by the Developer.
8.5 Any dispute in relation to Clause 8.4 is to be referred to arbitration for determination.

9. SALE AND PURCHASE ** Subject in the case of 43 Kirkgate to a tenancy on the terms contained in a Tenancy Agreement dated 23 April 1986 between (1) the Council and (2) Andrew Robert*

9.1 The Council shall sell and the Developer shall purchase the unencumbered freehold of 43 Kirkgate and the Yellow Land together comprising all the land registered with absolute title at HM Land Registry under title number NYK88137 with vacant possession at a price equal to the Council's Property Value. *Waterfield but otherwise*

9.2 The title to 43 Kirkgate and the Yellow Land shall consist of office copy entries in the Register of Title No. NYK88137.

9.3 Within 4 weeks after Completion of the Development the Council will execute, deliver and release the Transfer unconditionally to the Developer.

9.4 This Agreement is deemed to incorporate the conditions in Part 1 of the Standard Conditions. If there is any conflict between the Standard Conditions and the express provisions of this Agreement, the latter shall prevail. For the purpose of the Standard Conditions the Council is the Seller and the Developer is the Buyer.

PM
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10. WC *£35,000 £25,000 (TWENTY FIVE)*

10.1 For the avoidance of doubt the shell of the WC building shall be constructed and connected to drainage, water and electricity services by the Developer at the expense of the Council but the Council's liability under this Clause 10.1 shall be limited to £60,000 (sixty thousand pounds) or such other sum as shall be substituted therefore by agreement between the Developer and the Council. *BUILDING # Pg 5*

~~10.2~~ 10.2 The Developer shall before commencing construction of the WC submit to the Council for its approval (not to be unreasonably withheld or delayed) plans and specifications for the WC and an estimate of the costs of construction. The Council will arrange at the expense of the Council to install the WC unit in and otherwise fit out the building for use as a public lavatory. *BUILDING*

10.3 Upon Completion of the WC and following completion of the Transfer the Developer shall grant the WC Lease to the Council and the Council shall at the same time execute a counterpart of the WC Lease and deliver it to the Developer.

10.4 The WC Lease shall be for an initial term of 80 years from the date of the Transfer of the Council's Property to the Developer at the yearly fee of one peppercorn.

11. COUNCIL'S DEVELOPMENT OBLIGATIONS

11.1 The Council will through a Housing Association procure the construction of and make available for occupation 4 dwellings at 20, 22, 24A and 24B St Josephs Street by the End Date to be built with materials and in accordance with the design referred to in Clause 11.2.

PM
7.12.05

11.2 The Council will appoint (and remunerate) the Developer to design and through the Housing Association let the contract for the construction of the dwellings referred to in Clause 11.1. The design shall be subject to the prior approval in writing of the Council such approval not to be unreasonably withheld or delayed. *material Pg 5*

11.2 [SEE RIDER "B"]
12. MARKET

12.1 Prior to the commencement of Phase 1 the Developer and the Council shall agree a method statement providing for (so far as practicable) the continuity of public car parking in Tadcaster town centre during the carrying out of Phase 1 including the possibility of constructing a temporary car park on the Mill Lane Land.

including professional fees and other charges
⊙ exclusive of VAT

12.2 Upon Completion of the Transfer the Developer shall grant the Market Place Licence to the Council and the Council shall at the same time execute a counterpart of the Market Place Licence and deliver it to the Developer.

12.3 The Licence shall be for a term of 80 years from the date of the Transfer of the Council's Property to the Developer at the yearly fee of one peppercorn.

12.4 The Council will have the option at its sole discretion to terminate the Licence to hold the market on giving the Developer twelve months notice to expire at any time.

13. END DATE

13.1 The End Date and the Extended End Date shall each be extended:-

13.1.1 if the Developer shall be delayed in or prevented from completing the Development by reason of fire, storm, tempest, lightning, explosion, flood, bursting or overflowing of water apparatus, tanks or pipes, earthquakes, aircraft and other aerial devices and articles dropped therefrom, strikes, lock-outs or other industrial action, shortage of materials or labour, archaeological survey or excavation pursuant to a condition in the Developer's Planning Permission or imposed under the Act or any other statutory requirement, or by reason of flood alleviation works or other restrictions imposed by or at the request of the Environment Agency, or in the event of the Council delaying or failing to comply with the provisions of Clause 5 hereof or any other cause outside the control of the Developer or by reason of any other factor which gives rise to an extension of time for completing the Works under the provisions of any building contract between the Developer and any of its contractors or subcontractors carrying out the Development then and in every such case the Developer shall be allowed such extension of time to the End Date or as the case may be the Extended End Date as is reasonable in all the circumstances and is certified as such by the Architect acting fairly, impartially and as an expert, each such extension of time not being less than the period or periods of delay caused by any such factor;

13.1.2 by the length of any delay arising out of a breach by the Council of its obligations under this Agreement.

13.2 If at ~~the later of the End Date or the Extended End Date~~:-

13.2.1 any application for a Necessary Consent has been made but has not been determined; or

13.2.2 any Order has been made but not yet affirmed; or

13.2.3 any Necessary Consent is the subject of a Challenge which has not been determined; or

13.2.4 any Necessary Consent has been granted in respect of any project in the Programme or Order affirmed but not by a date which allows a period of time to elapse prior to the End Date or Extended End Date equivalent to the period of time allocated in the Programme as originally attached to this Agreement for the implementation in full of that project,

~~the End Date and~~ the Extended End Date will be extended by:-

(a) the period of time taken to obtain the relevant Necessary Consent or affirmation of Order and dispose of any challenge; and

(b) a period of time equal to that allocated in the Programme as originally attached to this Agreement for the implementation in full of that Necessary Consent and the project or projects to which it relates.

13.3 The Developer shall not be obliged to carry out Phase 1 of the Development or Phase 2 or Phase 3 in accordance with any Necessary Consent which is subject to an Onerous Condition.

14.12.05
STP
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Pf B

Pf B

13.4 Where a Necessary Consent is subject to an Onerous Condition:-

13.4.1 The Developer shall forthwith seek (by way of Challenge or a renewed application) to obtain a replacement Necessary Consent free from such onerous condition.

13.4.2 The End Date or as the case may be the Extended End Date shall be extended by the period of time between:-

(a) the issue of the Necessary Consent subject to an Onerous Condition; and

(b) the issue of a replacement Necessary Consent free from any Onerous Condition

to which shall be added the period of time allocated in the Programme as originally attached to this Agreement for the implementation in full of that Necessary Consent.

13.5 In any of the events listed in Clauses 13.1 to 13.4 the Programme shall be deemed to be varied to reflect the relevant delay.

14. ARBITRATION

14.1 Except where this Agreement expressly provides otherwise any dispute or difference between the parties in connection with this Agreement will be referred for determination to a sole arbitrator who is an impartial chartered surveyor agreed upon between the parties or, failing agreement, nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy (the "Arbitrator").

14.2 The Arbitrator acts as an arbitrator in accordance with the Arbitration Act 1996.

14.3 This Clause does not apply to any provision or Clause relating to payment of money.

15. ARCHITECT

15.1 The Architect's decision in relation to any matter shall be final and binding between the parties.

15.2 The Architect will act as an expert and not an arbitrator and the provision of the Arbitration Act 1996 shall not apply to the Architect, his determination or the procedure by which he reaches his determination.

15.3 Within 14 working days from having a dispute referred to him the Architect will call the parties to a meeting at which he will give directions as to the future conduct of the matter and will from time to time give such further directions as he sees fit. The Architect will allow the parties to make written representations and written counter-representations to him but will not be in any way fettered by such representations and counter-representation and will rely on his own judgment.

15.4 The parties will give the Architect such assistance as he considers necessary to carry out his function.

15.5 The Architect will give notice in writing of his decision to the parties within 4 weeks of a dispute being referred to him or within such extended period as the parties may agree in writing.

15.6 Subject to Clause 8.3 the costs of any reference to the Architect will be borne as he directs and failing any such direction will be shared equally between the parties. If any party pays the whole or any part of the Architect's fees the other party will on demand repay to the paying party the whole or part of any fees so paid, insofar as the Architect awards such fees against the non-paying party.

15.7 If the Architect (the "Original Architect"):-

15.7.1 fails to determine the matter referred to him;

- 15.7.2 fails to give notice of his decision within the time and in the manner provided for in this Clause;
- 15.7.3 relinquishes or does not accept his appointment;
- 15.7.4 dies; or
- 15.7.5 it becomes apparent for any reason that he is unable to complete the duties of his appointment.

any of the parties may apply to the President of the Royal Institute of British Architects for a substitute to be appointed (but not after the Original Architect has given notice of his decision to the parties). In such event the Original Architect is no longer the Architect, the provisions of this Clause apply as if the Original Architect had not been appointed and will be repeated as many times as is necessary. Any reference to the Architect in this Clause is deemed to include any substitute appointed pursuant to this sub-clause 15.7.

16. CONFIDENTIALITY

Both parties will use their best endeavours to ensure that this agreement remains confidential between the parties.

17. **ENTIRE AGREEMENT [See RIDER "C"]**
EXECUTED AS A DEED by the Council and Developer on the date which first appears in this Deed.

LIST OF PLANS APPENDICES AND SCHEDULES

Plan 1

Plan 2

Plan 3

Plan 4
Appendix

1. Market Place Licence
2. WC Lease
3. Transfer
4. Consent Order
5. Programme of Works

Schedule

1. Variations to Standard Conditions
2. Phase 1 Works
3. Phase 2 Works

SCHEDULE 1

VARIATIONS TO THE STANDARD CONDITIONS

AM
1.12.05 1. Standard Conditions 1.3.7(e), ~~1.4~~, 2.2, 3.1.3, 3.3, 6.4.2, 6.6.5 and 7.1 do not apply and the Standard Conditions shall be deemed to be amended accordingly.

2. In Standard Condition 1.1.1(d) the words "(unless otherwise defined)" shall be inserted after "completion date".

3. In Standard Condition 1.1.1(e) the words "(unless otherwise defined)" shall be inserted after "contract rate".

4. Standard Condition 1.1.3(b) is amended to read:-

"in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except those to which the sale is expressly subject) or the seller produces reasonable evidence to demonstrate that the relevant mortgagees will release all such mortgages when the purchase price has been paid".

5. Standard Condition 1.3 is amended as follows:-

5.1 In Standard Condition 1.3.2 the words "at the address and quoting the reference (if any) stated in the contract" shall be inserted after the words "party's conveyancer".

5.2 Standard Condition 1.3.3 shall read:-

"Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent by fax (but it is not validly given or sent if sent by e-mail)".

5.3 In Standard Conditions 1.3.7(a) and 1.3.7(b) after the word "posting", and in Standard Condition 1.3.7(c) after the word "addressee", there shall be added the words "unless returned undelivered" and in Standard Condition 1.3.7(d) after "despatch" there shall be added "(unless it is proved that the fax was not received)".

5.4 The following shall be deemed to be added to the Standard Conditions as Standard Condition 1.3.9:-

"In addition:-

- (a) any notice addressed to a party by name shall not be rendered invalid by reason of the party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact;
- (b) any notice required to be given by a party may be given on that party's behalf by that party's conveyancer;
- (c) a notice shall be considered as given to a party if delivered to the address given for that party in this agreement. If such party shall wish, during the currency of this agreement, to nominate an alternative address for service, such other address shall only be deemed to be substituted for the original address for service when such party's conveyancer shall have advised the other party's conveyancer in writing of such alternative address and such advice shall have been acknowledged in writing by the other party's conveyancer; and
- (d) the foregoing provisions of this condition 1.3.9 shall also apply (mutatis mutandis) to the delivery of documents"

6. Standard Condition 3.1.2 is amended as follows:-
- 6.1 Standard Condition 3.1.2(c) shall read:-
"those the seller does not know about."
- 6.2 Standard Condition 3.1.2(d) is amended to read:-
"entries made before the date of the contract in any public register except mortgages and monetary charges protected by such entries in registers maintained by HM Land Registry or its Land Charges Department or by the Companies Registry."
- 6.3 Standard Condition 3.1.2 is extended as follows:-
"(f) any matters, other than mortgages and monetary charges, which would have been revealed to the buyer if before the date of the contract he had made all searches enquiries and inspections regarding the property which a prudent buyer would make
so far as the same are still subsisting at completion, are capable of taking effect and relate to the property."
7. Standard Condition 6.1.3 is extended as follows:-
"But the foregoing provisions of this condition 6.1.3 apply only to documents in the possession of the seller or its mortgagee".
8. In Standard Condition 6.6.4(a) the words "(but by way of indemnity only and not further or otherwise) to observe and perform the obligations and to indemnify the seller against all costs, expenses, losses, demands, actions, liabilities, claims or proceedings whatsoever arising in respect of any future breach, non performance or non observance of such obligation" are substituted for the words "to indemnify the seller against liability for any future breach of the obligation and to perform it from then on".
9. In Standard Condition 6.6.5 there shall be inserted after the words "document of title" the following:-
"(except where the document is a matter of public record or where the seller's conveyancer has notified the buyer's conveyancer in writing (prior to the contract being entered into) that the document cannot be produced or where this contract states that the document shall not be produced or that no requisition or objection may be made in respect of the production of such document".
10. In Standard Condition 6.6.2 the words "and save as otherwise specified in the contract" shall be inserted after "condition 6.6.3".
11. In Standard Condition 8.1.2 the time of 3.00 pm shall be substituted for 1.00 pm.
12. Standard Condition 9.3.2 is deleted.
13. Standard Condition 9.3.4 is deleted.
14. At the end of Standard Condition 9.5.2(a) there shall be added "and section 49(2) of the Law of Property Act 1925 shall not apply".
15. At the end of Standard Condition 10.3.3(b) there shall be added the words "where the reversioner requires an authorised guarantee agreement and the reversioner is entitled to impose such requirement".

EXECUTED (but not delivered until the date)
hereof) AS A DEED by affixing)
THE COMMON SEAL of)
SELBY DISTRICT COUNCIL)
in the presence of:-

Chief Executive

EXECUTED (but not delivered until the date)
hereof) AS A DEED by affixing)
THE COMMON SEAL of)
SAMUEL SMITH OLD BREWERY)
(TADCASTER))
in the presence of:-

Director

Director/Secretary

DATED _____ **200**1

Draft (2): 07.12.05
MRO/111093.00153

(1) SAMUEL SMITH OLD BREWERY (TADCASTER)

(2) SELBY DISTRICT COUNCIL

LICENCE

Property:

Market Area – Central Tadcaster

Term:

80 years from



Pinsent Masons

THIS LICENCE is made on

200[]

BETWEEN:-

- (1) SAMUEL SMITH OLD BREWERY (TADCASTER) whose registered office is at The Old Brewery, Tadcaster, North Yorkshire LS24 9SB ("SSOBT"); and
- (2) SELBY DISTRICT COUNCIL of Civic Centre, Portholme Road, Selby, North Yorkshire YO8 0SB ("Selby").

WHEREAS:-

- (A) SSOBT is the owner of the Central Area and has agreed to grant Selby a licence to hold a market on the Market Area on the conditions herein contained.
- (B) This Licence is personal to Selby and the benefit thereof shall not be capable of assignment or devolution in any manner.

IT IS AGREED as follows:-

1. INTERPRETATION

In this Licence:-

"Car Park"	means the car parking area shown coloured yellow on the Plan
"Licence Fee"	means the licence fee of a peppercorn per year
"Market Area"	means the area shown shaded orange on the Plan
"Market Days"	means each Thursday and Market Day shall be construed accordingly
"Permitted Purpose"	means as a public market on Market Days
"Plan"	means the annexed plan
"VAT"	means Value Added Tax or any equivalent tax or duty which may be imposed in substitution therefore or in addition thereto at the rate applicable from time to time

2. AGREEMENT

In consideration of the Licence Fee payable by Selby SSOBT gives to Selby, its employees, licensees and invitees licence and permission to enter upon and use the Market Area for the Permitted Purpose on the terms and conditions hereinafter set out subject to the right of SSOBT, its employees, licensees, guests, customers and invitees at all times during the continuance of this Licence to enter upon the Market Area for all purposes in connection with the Car Park.

3. LICENCE PERIOD

- 3.1 This Licence shall be for a period of 80 years from [REDACTED].
- 3.2 Selby shall during the period of this Licence pay to SSOBT the Licence Fee (together with VAT) payable without any deduction or set-off (whether legal or equitable) or counterclaim in advance on 1 January of every year.

4. RESTRICTIONS

Selby agrees that during the continuance of this Licence it will:-

- 4.1 operate the Market Area between 6.00 pm on Wednesdays and 6.00 pm on Thursdays and otherwise during such hours on the Market Days as SSOBT and Selby may from time to time agree but subject to compliance with any statutory or local regulations or byelaws for the time being in force;
- 4.2 no alcoholic drinks will be stocked, sold, supplied, consumed or exhibited for sale or consumption in the Market Area;
- 4.3 make good on demand any damage caused by Selby, its employees, licensees or invitees to the Market Area or the Car Park or to SSOBT, its employees, customers, licensees and invitees and/or vehicles parked in the Car Park;
- 4.4 save as may be required by law not erect or exhibit any signs, advertisements, posters or placards on any property or properties owned by SSOBT;
- 4.5 endeavour to prevent or minimise any rubbish, waste paper, cardboard or other waste from being deposited or accumulated or left at the Market Area and to ensure that all such rubbish, waste paper, cardboard and other waste is placed in proper receptacles for collection by Selby as the local authority and will keep the Market Area tidy and (subject to the provisions of Clause 5) well and properly cleaned;
- 4.6 not do or permit anything to be done on the Market Area which may be a nuisance, damage or annoyance to SSOBT, its agents, employees, licensees, invitees and customers of the Car Park and in particular not to obstruct the roads within and entrances to and/or exits from the Car Park;
- 4.7 indemnify SSOBT at all times against all actions, proceedings, costs, claims, demands and expenses arising from or in connection with any claims by any employees, licensees, invitees, guests and customers of the Car Park and/or Market Area or any other person arising out of the activities of Selby or its employees, licensees or invitees but only where these are attributable to the negligence of the Council;
- 4.8 not carry out alterations to the Market Area;
- 4.9 comply at Selby's cost with all Government, local authority or other regulations, byelaws, rules, orders, statutes or requirements relating to the business of Selby carried on from the Market Area;
- 4.10 make good any loss sustained by SSOBT by reason of payment of insurance monies under any policies of insurance effected by SSOBT being refused or withheld on account of some act or default of Selby or its employees, licensees or invitees but only where such loss is attributable to the negligence of the Council;
- 4.11 at the end of each Market Day clean the Market Area and remove all stock, goods, equipment, stalls and rubbish from the Market Area;
- 4.12 pay any VAT or any equivalent tax which may at any time be imposed upon such sums as are from time to time payable by Selby during the continuance of this Licence;
- 4.13 maintain insurance in respect of the Market Area against any liability under the indemnity provisions of Clause 4.7 hereof in terms and with insurers approved in writing by SSOBT such approval not to be unreasonably withheld;
- 4.14 pay the costs of clean up incurred by SSOBT (as referred to in Clause 5) within seven days of demand being made by SSOBT.

5. SSOBT CLEAN UP

SSOBT shall be entrusted with the task of cleaning and where reasonably possible removing from the Market Area and such parts of the Car Park as may be used by vehicles engaged in the business of the Market Area all engine oil, chewing gum and any other substances requiring specialist treatment and in the event of failure on the part of Selby to comply with Clause 4.5 shall be entitled to remove all rubbish from the Market Area and Car Park and clean up the Market Area and Car Park after Market Day the cost of any such cleaning being payable by Selby.

6. TERMINATION

6.1 SSOBT shall have an express right (without prejudice to any other remedy) to determine this Licence immediately by notice in writing given to Selby:-

6.1.1 if Selby or its employees, licensees or invitees or any of them commit or permit any material breach of the obligations herein contained;

6.1.2 if planning permission for the operation of the Market Area as a public market shall be revoked or its renewal refused by the Local Planning Authority;

6.2 Selby shall be entitled to determine this Licence at any time on giving SSOBT not less than 12 months notice in writing to that effect.

7. ALTERATIONS BY SSOBT

SSOBT reserves the right at any time and from time to time during the continuance of this Licence (on giving Selby not less than 14 days notice in writing except in case of emergency) to carry out alterations and works to the Market Area notwithstanding any temporary interruption of the rights herein contained but will do everything reasonably possible to try to ensure that the market can continue to operate.

8. EXPIRY

On the expiration or determination of this Licence Selby shall leave the Market Area clean and tidy and in good order and condition and in accordance with the obligations hereinbefore contained.

9. DECLARATION

It is hereby agreed and declared between the parties that:-

9.1 SSOBT shall not be under liability to Selby or any other person for any accident, loss or damage which may at any time during the continuance of this Licence be suffered by Selby or any other person at the Market Area or to any goods or property of Selby or any other person by reason of any act, default, misfeasance, nonfeasance whether tortious or otherwise of any employee, agent, invitee, tenant, customer or guest of SSOBT or for any consequential loss or damage by reason of any other cause whatsoever apart from where this is due to the negligence of SSOBT;

9.2 any disputes concerning the terms of this Licence shall be conclusively determined by the arbitrator;

9.3 for the avoidance of doubt SSOBT shall retain exclusive possession of the Market Area notwithstanding the grant of the specific rights herein contained and it is hereby agreed and declared that nothing in this Licence shall give rise to the relationship of landlord and tenant between SSOBT and Selby.

10. ARBITRATOR

10.1 Any dispute between the parties in connection with this Licence will be referred for determination to a sole arbitrator who is an impartial chartered surveyor to be agreed upon between the parties or failing agreement nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy.

10.2 The arbitrator is to act as an arbitrator in accordance with the Arbitration Act 1996.

IN WITNESS whereof SSOBT and Selby have executed as a Deed this Licence on the day and year first before written.

EXECUTED as a Deed by
SAMUEL SMITH OLD BREWERY (TADCASTER)
In the present of

)
)
)
)

Director

Secretary

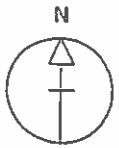
EXECUTED as a Deed by
SELBY DISTRICT COUNCIL
in the present of

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)

Chief Executive



TITLE NUMBER
NYK88137



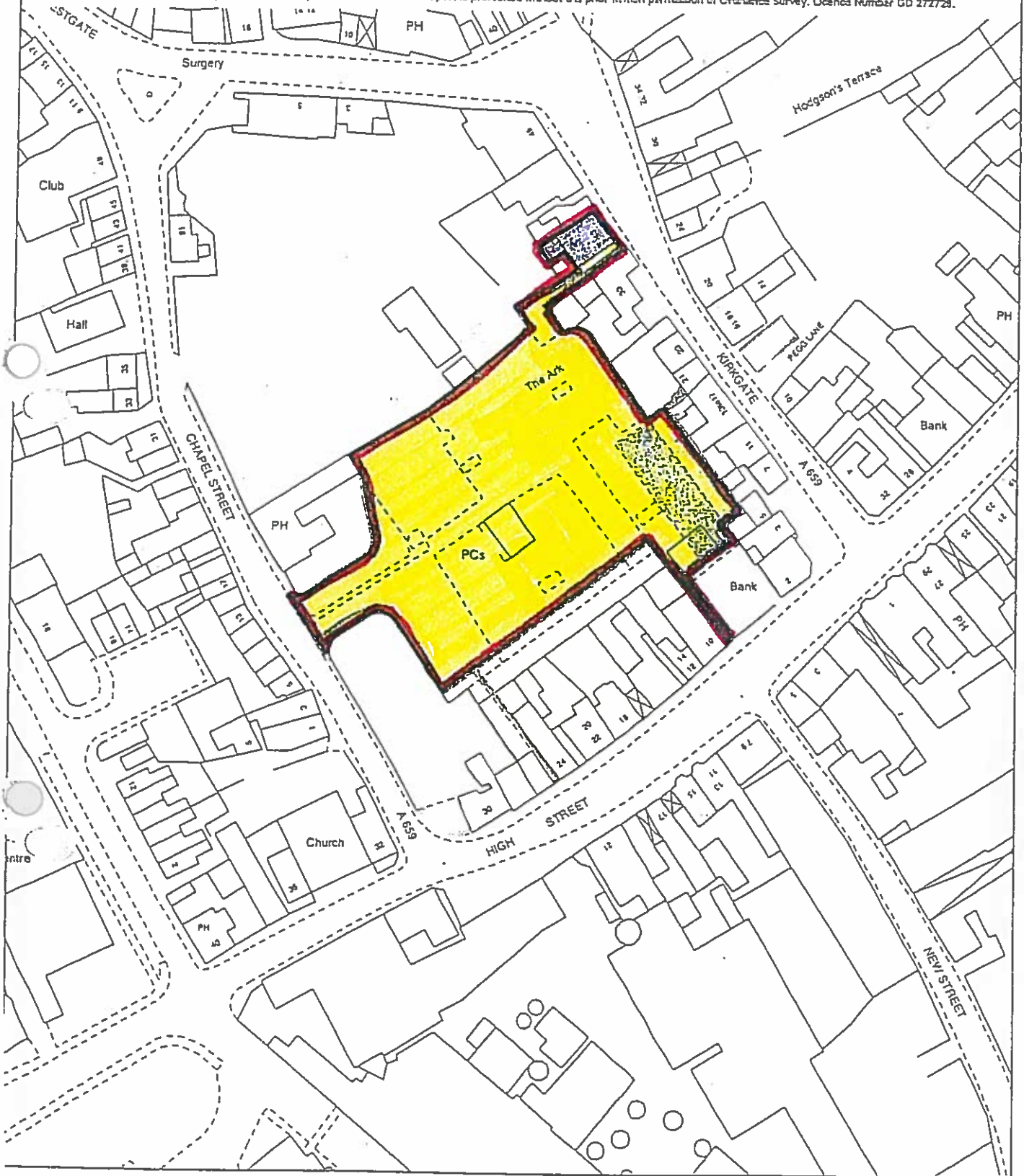
NORTH YORKSHIRE : SELBY

ORDNANCE SURVEY MAP REFERENCE:

SE4843SE

SCALE 1:1250 Enlarged from 1/2500

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PLAN 1

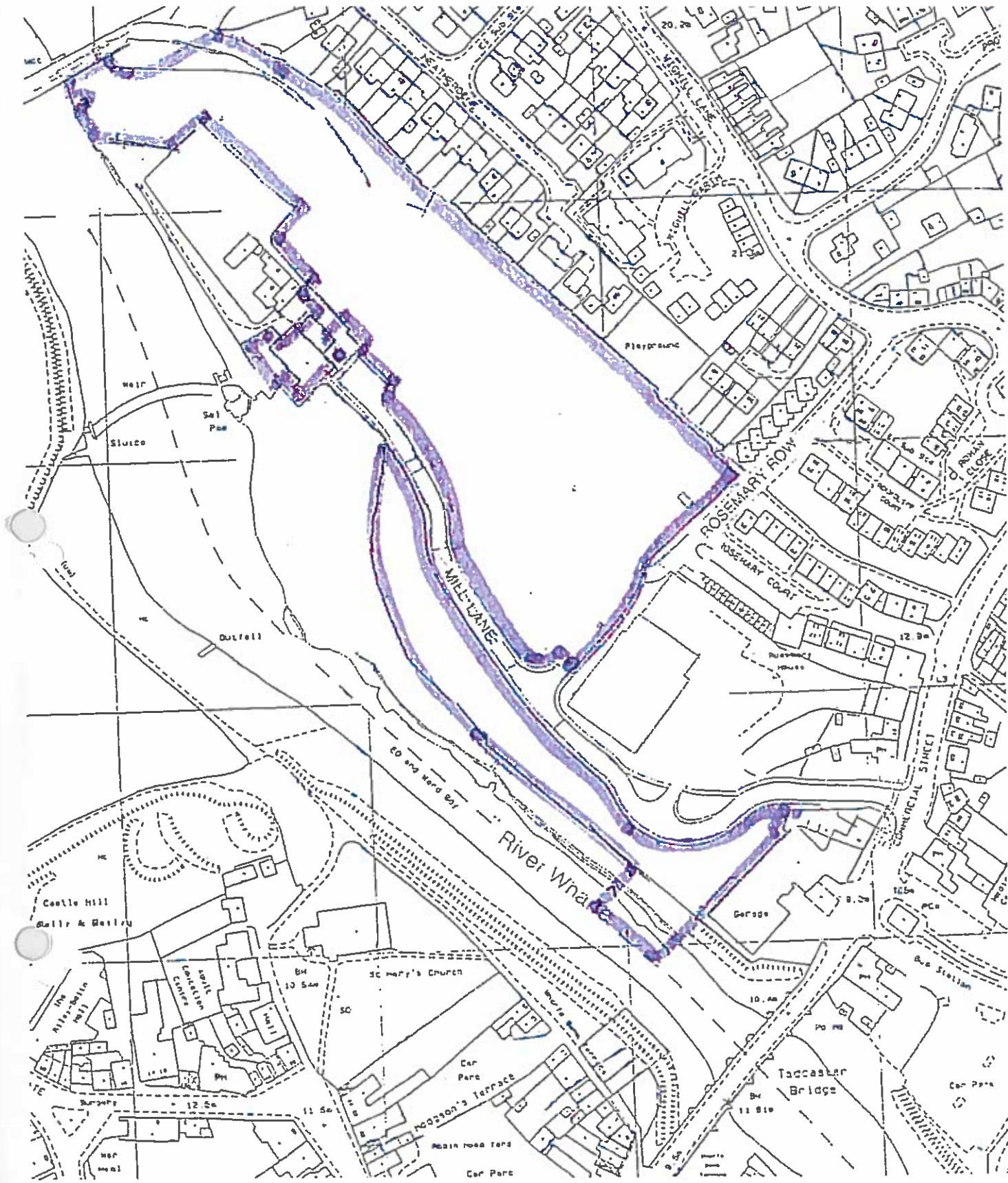


**TADCASTER TOWN
CENTRE
REGENERATION**

MASTER PLAN

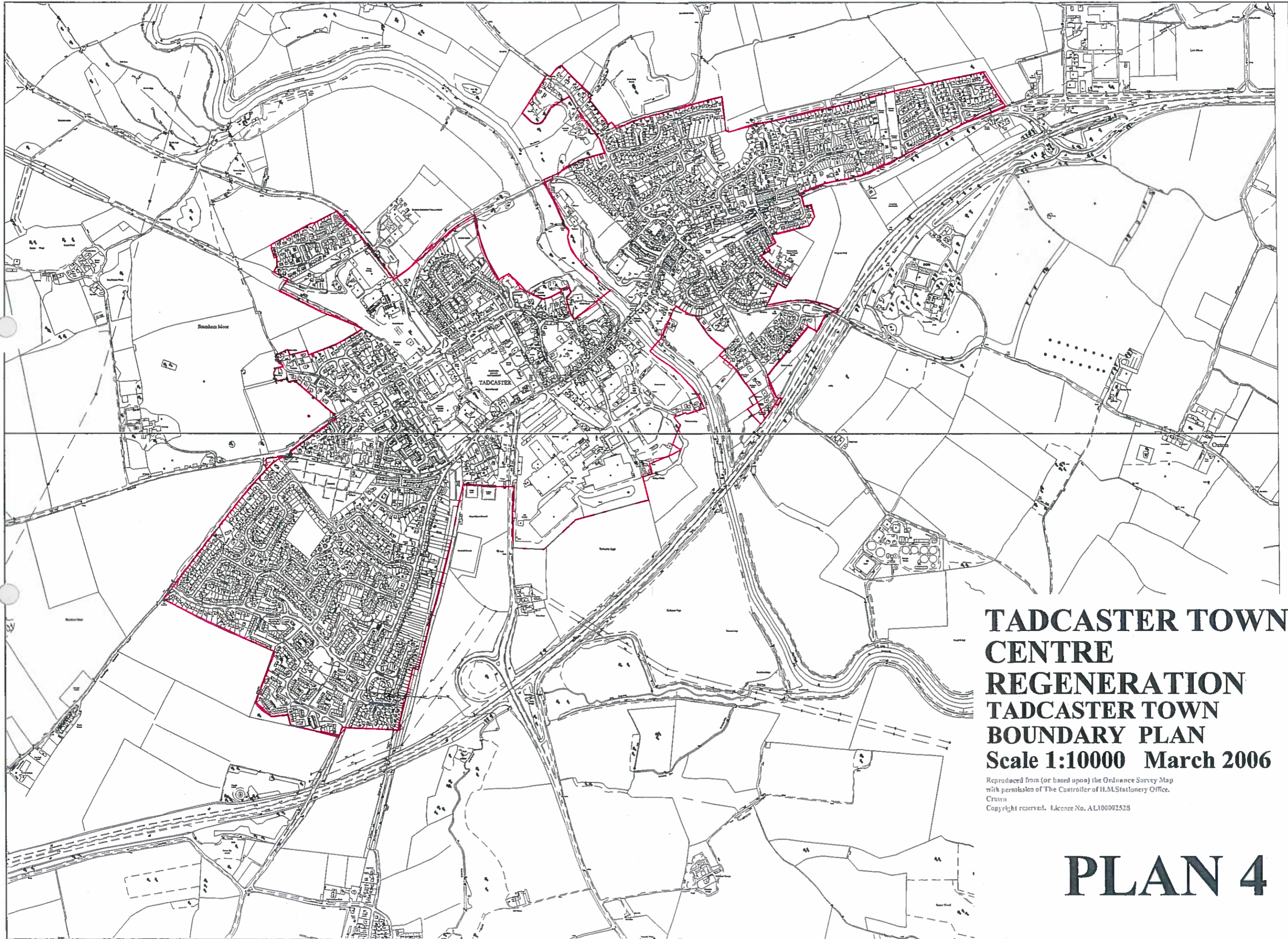
Scale 1:1000 November 2005

PLAN 2



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PLAN 3



**TADCASTER TOWN
CENTRE
REGENERATION
TADCASTER TOWN
BOUNDARY PLAN
Scale 1:10000 March 2006**

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PLAN 4

APPENDIX 1

DATED _____ 200[]

Draft (2): 07.12.05
MRO/111093.00153

(1) SAMUEL SMITH OLD BREWERY (TADCASTER)

(2) SELBY DISTRICT COUNCIL

LICENCE

Property:

Market Area – Central Tadcaster

Term:

80 years from



Pinsent Masons

BETWEEN:-

- (1) **SAMUEL SMITH OLD BREWERY (TADCASTER)** whose registered office is at The Old Brewery, Tadcaster, North Yorkshire LS24 9SB ("SSOBT"); and
- (2) **SELBY DISTRICT COUNCIL** of Civic Centre, Portholme Road, Selby, North Yorkshire YO8 0SB ("Selby").

WHEREAS:-

- (A) SSOBT is the owner of the Central Area and has agreed to grant Selby a licence to hold a market on the Market Area on the conditions herein contained.
- (B) This Licence is personal to Selby and the benefit thereof shall not be capable of assignment or devolution in any manner.

IT IS AGREED as follows:-

1. INTERPRETATION

In this Licence:-

- "Car Park" means the car parking area shown coloured yellow on the Plan
- "Licence Fee" means the licence fee of a peppercorn per year
- "Market Area" means the area shown shaded orange on the Plan
- "Market Days" means each Thursday and Market Day shall be construed accordingly
- "Permitted Purpose" means as a public market on Market Days
- "Plan" means the annexed plan
- "VAT" means Value Added Tax or any equivalent tax or duty which may be imposed in substitution therefore or in addition thereto at the rate applicable from time to time

2. AGREEMENT

In consideration of the Licence Fee payable by Selby SSOBT gives to Selby, its employees, licensees and invitees licence and permission to enter upon and use the Market Area for the Permitted Purpose on the terms and conditions hereinafter set out subject to the right of SSOBT, its employees, licensees, guests, customers and invitees at all times during the continuance of this Licence to enter upon the Market Area for all purposes in connection with the Car Park.

3. LICENCE PERIOD

- 3.1 This Licence shall be for a period of 80 years from [REDACTED].
- 3.2 Selby shall during the period of this Licence pay to SSOBT the Licence Fee (together with VAT) payable without any deduction or set-off (whether legal or equitable) or counterclaim in advance on 1 January of every year.

4. RESTRICTIONS

Selby agrees that during the continuance of this Licence it will:-

- 4.1 operate the Market Area between 6.00 pm on Wednesdays and 6.00 pm on Thursdays and otherwise during such hours on the Market Days as SSOBT and Selby may from time to time agree but subject to compliance with any statutory or local regulations or byelaws for the time being in force;
- 4.2 no alcoholic drinks will be stocked, sold, supplied, consumed or exhibited for sale or consumption in the Market Area;
- 4.3 make good on demand any damage caused by Selby, its employees, licensees or invitees to the Market Area or the Car Park or to SSOBT, its employees, customers, licensees and invitees and/or vehicles parked in the Car Park;
- 4.4 save as may be required by law not erect or exhibit any signs, advertisements, posters or placards on any property or properties owned by SSOBT;
- 4.5 endeavour to prevent or minimise any rubbish, waste paper, cardboard or other waste from being deposited or accumulated or left at the Market Area and to ensure that all such rubbish, waste paper, cardboard and other waste is placed in proper receptacles for collection by Selby as the local authority and will keep the Market Area tidy and (subject to the provisions of Clause 5) well and properly cleaned;
- 4.6 not do or permit anything to be done on the Market Area which may be a nuisance, damage or annoyance to SSOBT, its agents, employees, licensees, invitees and customers of the Car Park and in particular not to obstruct the roads within and entrances to and/or exits from the Car Park;
- 4.7 indemnify SSOBT at all times against all actions, proceedings, costs, claims, demands and expenses arising from or in connection with any claims by any employees, licensees, invitees, guests and customers of the Car Park and/or Market Area or any other person arising out of the activities of Selby or its employees, licensees or invitees but only where these are attributable to the negligence of the Council;
- 4.8 not carry out alterations to the Market Area;
- 4.9 comply at Selby's cost with all Government, local authority or other regulations, byelaws, rules, orders, statutes or requirements relating to the business of Selby carried on from the Market Area;
- 4.10 make good any loss sustained by SSOBT by reason of payment of insurance monies under any policies of insurance effected by SSOBT being refused or withheld on account of some act or default of Selby or its employees, licensees or invitees but only where such loss is attributable to the negligence of the Council;
- 4.11 at the end of each Market Day clean the Market Area and remove all stock, goods, equipment, stalls and rubbish from the Market Area;
- 4.12 pay any VAT or any equivalent tax which may at any time be imposed upon such sums as are from time to time payable by Selby during the continuance of this Licence;
- 4.13 maintain insurance in respect of the Market Area against any liability under the indemnity provisions of Clause 4.7 hereof in terms and with insurers approved in writing by SSOBT such approval not to be unreasonably withheld;
- 4.14 pay the costs of clean up incurred by SSOBT (as referred to in Clause 5) within seven days of demand being made by SSOBT.

5. **SSOBT CLEAN UP**

SSOBT shall be entrusted with the task of cleaning and where reasonably possible removing from the Market Area and such parts of the Car Park as may be used by vehicles engaged in the business of the Market Area all engine oil, chewing gum and any other substances requiring specialist treatment and in the event of failure on the part of Selby to comply with Clause 4.5 shall be entitled to remove all rubbish from the Market Area and Car Park and clean up the Market Area and Car Park after Market Day the cost of any such cleaning being payable by Selby.

6. **TERMINATION**

6.1 SSOBT shall have an express right (without prejudice to any other remedy) to determine this Licence immediately by notice in writing given to Selby:-

6.1.1 if Selby or its employees, licensees or invitees or any of them commit or permit any material breach of the obligations herein contained;

6.1.2 if planning permission for the operation of the Market Area as a public market shall be revoked or its renewal refused by the Local Planning Authority;

6.2 Selby shall be entitled to determine this Licence at any time on giving SSOBT not less than 12 months notice in writing to that effect.

7. **ALTERATIONS BY SSOBT**

SSOBT reserves the right at any time and from time to time during the continuance of this Licence (on giving Selby not less than 14 days notice in writing except in case of emergency) to carry out alterations and works to the Market Area notwithstanding any temporary interruption of the rights herein contained but will do everything reasonably possible to try to ensure that the market can continue to operate.

8. **EXPIRY**

On the expiration or determination of this Licence Selby shall leave the Market Area clean and tidy and in good order and condition and in accordance with the obligations hereinbefore contained.

9. **DECLARATION**

It is hereby agreed and declared between the parties that:-

9.1 SSOBT shall not be under liability to Selby or any other person for any accident, loss or damage which may at any time during the continuance of this Licence be suffered by Selby or any other person at the Market Area or to any goods or property of Selby or any other person by reason of any act, default, misfeasance, nonfeasance whether tortious or otherwise of any employee, agent, invitee, tenant, customer or guest of SSOBT or for any consequential loss or damage by reason of any other cause whatsoever apart from where this is due to the negligence of SSOBT;

9.2 any disputes concerning the terms of this Licence shall be conclusively determined by the arbitrator;

9.3 for the avoidance of doubt SSOBT shall retain exclusive possession of the Market Area notwithstanding the grant of the specific rights herein contained and it is hereby agreed and declared that nothing in this Licence shall give rise to the relationship of landlord and tenant between SSOBT and Selby.

10. **ARBITRATOR**

10.1 Any dispute between the parties in connection with this Licence will be referred for determination to a sole arbitrator who is an impartial chartered surveyor to be agreed upon between the parties or failing agreement nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy.

10.2 The arbitrator is to act as an arbitrator in accordance with the Arbitration Act 1996.

IN WITNESS whereof SSOBT and Selby have executed as a Deed this Licence on the day and year first before written.

EXECUTED as a Deed by
SAMUEL SMITH OLD BREWERY (TADCASTER))
In the present of)
)

Director

Secretary

EXECUTED as a Deed by
SELBY DISTRICT COUNCIL)
in the present of)
)

Chief Executive

APPENDIX 2

DATED 2005

Draft (1): 01.08.05
MRO/111093.00153

(1) SAMUEL SMITH OLD BREWERY (TADCASTER)

(2) SELBY DISTRICT COUNCIL

LEASE

Property:

Public Conveniences, Tadcaster Town Centre

Term:

[80] years from



Pinsent Masons

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HM LAND REGISTRY

Landlord's Title Number(s): []

THIS LEASE is made on 2005

BETWEEN:-

- (1) SAMUEL SMITH OLD BREWERY (TADCASTER) whose registered office is at The Old Brewery, Tadcaster, North Yorkshire LS24 9SB (the "Landlord"); and
- (2) SELBY DISTRICT COUNCIL of Civic Centre, Portholme Road, Selby, North Yorkshire YO8 0SB (the "Tenant").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Lease:-

- "1995 Act" means the Landlord and Tenant (Covenants) Act 1995
- "Act of Parliament" means any statute or any order, instrument or regulation made under it, or any notice or order issued by a government department, the legislative making institutions of the European Union, minister or local public regulatory or other authority
- "Amenities" means drainage, water, gas, electricity, telephone and any other services or amenities of like nature
- "Conducting Media" means gutters, gullies, pipes, sewers, drains, watercourses, channels, ducts, flues, wires, aerials, cables, mains, cisterns, tanks and all other conducting media together with all meters and other apparatus used in connection with them
- "Environment Act" means the Environmental Protection Act 1990 and any other Act of Parliament of a similar nature in force at any time during the Term
- "Insurance Rent" means the sum payable by the Tenant in relation to insurance pursuant to and in the manner set out in Clause 5.2.1
- "Insured Risks" means fire, lightning, explosion, storm, tempest; flood, impact, bursting or overflowing of water tanks and pipes, earthquake, damage by aircraft and other aerial devices or articles dropped from them, riot and civil commotion, labour disturbances and malicious damage and such other risks as the Landlord at any time during the Term reasonably deems desirable or expedient to insure against
- "Interest Rate" means interest at the rate of 4 per centum per annum above Barclays Bank PLC Base Rate for the time being in force, (both before and after any judgment) such interest to be compounded with rests on the [usual] [modern] quarter days, or if such Base Rate ceases to be published then at the rate of 2 per centum per annum above the rate at which the Landlord could reasonably

borrow such sums from time to time

"Landlord"

means the person referred to as "Landlord" on page 1 and includes the reversioner for the time being immediately expectant on the determination of the Term

"Landlords Permission"

means the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) and (where requisite) any Superior Landlord and their respective mortgagees in the form of a licence executed as a deed by the then Landlord and Tenant and duly dated and containing such covenants as the Landlord reasonably requires

"this Lease"

means this deed and any other deed, document or agreement at any time during the Term amending or supplemental to it

"Planning Acts"

means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991 and any other Act of Parliament of a similar nature in force at any time during the Term

"Premises Acts"

means the Occupiers' Liability Act 1957, the Factories Act 1961, the Offices Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Defective Premises Act 1972, the Health and Safety at Work etc. Act 1974, the Occupiers' Liability Act 1984 and any other Act of Parliament regulating the safety of premises and those occupying or visiting the same in force at any time during the Term

"Property"

means the property described in Part 1 of Schedule 1

"Rent"

means the yearly rent of a peppercorn if demanded)

"any Superior Landlord"

means any person at any time during the Term having a title to the Property in reversion mediately or immediately expectant upon the termination of the Landlord's title

"Tenant"

means the person referred to as "Tenant" on page 1 and includes the successors in title and permitted assigns of the Tenant and all persons claiming through or under the Tenant

"Term"

means the term specified in Clause 2

"Termination Date"

means the date of expiration or sooner determination of the Term

"VAT"

means Value Added Tax or any equivalent tax which may at any time during the currency of this Lease be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses, pages and Schedules are to Clauses, pages and Schedules of this Lease unless stated otherwise;
- 1.2.2 where reference is made to a statute this includes all prior and subsequent enactments, amendments and modifications relating to that statute and any subordinate legislation made under it;
- 1.2.3 where the context so admits references to a "person" include any individual, firm, unincorporated association or body corporate, the singular number includes the plural number and vice versa and words importing one gender include all genders;
- 1.2.4 if the Tenant is at any time more than one person, any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.5 the headings and index to this Lease are to be disregarded;
- 1.2.6 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.7 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
 - (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act; and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
 - (c) the legality, validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. DEMISE, RENT AND OTHER PAYMENTS

The Landlord demises the Property to the Tenant for the term of [80 (eighty)] years commencing on and including [see S106 Agreement] Subject to all matters contained or referred to in Schedule 2 Together with the rights set out in Part 2 of Schedule 1 but Except and reserving to the Landlord, the Superior Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as set out in Part 3 of Schedule 1 the Tenant paying therefor by way of rent throughout the Term without any deduction, counterclaim or set off (whether legal or equitable):-

- 2.1 the Rent in advance on 1 January in every year the first payment of the Rent becoming due on the commencement date of the Term;
- 2.2 the Insurance Rent;
- 2.3 a fair and reasonable proportion of all costs incurred by the Landlord in inspecting, cleaning, maintaining, repairing and renewing any boundary or other party structures or Conducting Media or other services or conveniences which at any time during the Term belong to or are used by the Property in common with any other property;
- 2.4 all other sums (including VAT) due from the Tenant to the Landlord under the terms of this Lease.

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

3.1 Rent and Payments

to pay the Rent and other sums reserved as rent by this Lease at the times and in the manner at and in which the same is reserved in this Lease and made payable and if required by the Landlord at any time during the Term to pay them by banker's standing order or direct debit;

3.2 Outgoings

3.2.1 to pay all rates, taxes, duties, charges, assessments and outgoings whatsoever which are now or may during the Term be payable in respect of the Property;

3.2.2 to pay for all Amenities used by or available to the Property (including all standing charges) and to observe and perform all present and future regulations of the statutory supply authorities;

3.3 Repair

to keep the Property clean and in good and substantial repair and working order (damage by those of the Insured Risks from time to time insured against alone excepted unless such insurance is vitiated or payment of the policy monies refused in whole or in part in consequence of any act or omission of the Tenant or the Tenant's employees, licensees or visitors and/or the Tenant fails to pay any excess in accordance with the provisions of this Lease);

3.4 Decoration

to put and keep the Property in a state of good and substantial decoration to the reasonable satisfaction of the Landlord and in accordance with a design scheme and using materials the quality and colours all of which have first been submitted to and approved by the Landlord and:-

3.4.1 in every third year of the Term and also in the last year of the Term (howsoever determined) to redecorate in a proper and workmanlike manner those parts of the exterior of the Property previously or usually so dealt with;

3.4.2 in every third year of the Term and also in the last year of the Term (howsoever determined) to redecorate in a proper and workmanlike manner those parts of the interior of the Property previously or usually so dealt with;

3.5 Access of Landlord and Notice to Repair

to permit the Landlord and all persons authorised by the Landlord (with or without equipment) to enter upon the Property at any time on reasonable prior notice (except in an emergency where no notice is required):-

3.5.1 to take inventories, to view and examine the state of repair and condition of the Property and to determine whether the Tenant has complied with all its obligations in this Lease and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all defects affecting the Property and the Tenant covenants, within the period of 28 days after the giving or leaving of such notice, to repair and make good the Property and if the Tenant fails satisfactorily to comply with such notice the Landlord may at any time (but without prejudice to the right of re-entry contained in this Lease) enter the Property with workmen and all necessary equipment to repair and make good the Property and the expense of such repairs together with all legal and surveyors fees incurred in connection with this sub-clause must be repaid on a full indemnity basis by the Tenant to the Landlord upon demand as a contractual debt with interest at the Interest Rate from the date of demand to the date of repayment;

- 3.5.2 to inspect the Property for all purposes connected with any proposed action or any dealing with the Landlord's or any Superior Landlord's reversionary interest in the Property and to furnish such information relevant for such purposes as may reasonably be requested in writing by the Landlord;
- 3.5.3 to carry out such tests, inspections and surveys as the Landlord requires the Landlord making good any damage to the Property caused by the exercise of this right; and
- 3.5.4 for any other reasonable and proper purpose including but without prejudice to the generality of the foregoing the exercise of any rights reserved to the Landlord (or any Superior Landlord) by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect a surrender of the Term;

3.6 Alterations and Additions

- 3.6.1 save as permitted by sub-clause 3.6.2 not to make any alterations or additions or improvements to the Property whether structural or otherwise nor change the external appearance of the Property and not to merge the Property with any adjoining or adjacent premises;
- 3.6.2 the Tenant may with the Landlord's Permission carry out internal non structural alterations or improvements to the Property where:-
 - (a) details of the proposed works and full specifications with plans in triplicate have been supplied to and approved by the Landlord;
 - (b) the Tenant has covenanted with the Landlord in such form as the Landlord reasonably requires with regard to the execution of any such works and the costs of providing the Landlord's Permission and has further covenanted to reinstate the Property at the Termination Date to its condition prior to the carrying out of such alterations or additions;

3.7 User

not to use the Property or any part of it for any other purpose than as public conveniences and in particular that the Property must not be used for residential purposes or for any person to sleep in;

3.8 Dealings

not to part with or share the possession or occupation of the whole or any part or parts of the Property;

- 3.8.1 not to hold the Property or any part or parts of the Property or this Lease on trust for another;
- 3.8.2 not to assign, transfer, underlet the whole or any part or parts or charge the whole or any part or parts of the Property;

3.9 Advertisements

no advertisement, sign or other indication of trade or business is to be set up on or affixed to the Property without the Landlord's Permission;

3.10 Notices

- 3.10.1 immediately on receipt to give full particulars to the Landlord of any communication affecting or which may affect the Property or the assessment of any rate, tax, duty,

charge or other outgoing now or hereafter payable on or in respect of the Property or the nature or value of the Landlord's or any Superior Landlord's interest in the Property;

3.10.2 at the request of the Landlord to make or join with the Landlord in making such objections to or representations against or in respect of any such communication as the Landlord deems fit;

3.10.3 immediately at the Landlord's request to take all steps required by the Landlord in respect of any such communication;

3.11 Statutory Provisions, Fire and Health and Safety and Planning

3.11.1 at the Tenant's cost to comply with all Acts of Parliament both present and future affecting the Property or the user thereof or the use of any plant, machinery, fixtures or fittings in them and to keep the Landlord indemnified against all actions, proceedings, costs, claims, demands and liabilities relating to them;

3.11.2 not to make any application under the Planning Acts or the Environment Act without the prior written consent of the Landlord;

3.12 Rights of Light and Encroachments

not to stop up, darken or obstruct any windows or lights belonging to the Property or any other premises nor to permit any new window, light, opening, doorway, path, passage, conduits or other encroachment or easement to be made into, against or upon the Property which might be or become a detriment or annoyance or inconvenience to the Landlord or any Superior Landlord and in case any such window, light, opening, doorway, path, passage, conduit or other encroachment or easement is made or attempted to be made the Tenant will give immediate notice of it or them to the Landlord and will at the request of the Landlord adopt such means as may be required to prevent any such encroachment or the acquisition of any such easement;

3.13 Indemnity

3.13.1 to keep the Landlord and any Superior Landlord fully indemnified against all losses, actions, proceedings, costs, claims, demands and expenses arising directly or indirectly out of any act, omission or negligence of the Tenant, or any persons at the Property expressly or impliedly with the Tenant's authority or any breach or non observance of the covenants, conditions or other provisions of this Lease or any matters to which this demise is subject;

3.13.2 to notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.13.1 occurring or arising;

3.14 Costs

to pay to the Landlord on demand and on an indemnity basis all reasonable and proper costs, charges, expenses (including legal costs and surveyors fees and other professional fees and any commission payable to a Bailiff where appropriate), losses and liabilities which may be reasonably and properly incurred by the Landlord:-

3.14.1 in or in contemplation of any proceedings under sections 146 and 147 of the Law of Property Act 1925 (notwithstanding that forfeiture may be avoided otherwise than by relief granted by the court);

3.14.2 as a result of or in connection with any application for Landlord's Permission whether or not the application is withdrawn or the Landlord's Permission is refused (other than unreasonably) save where such Landlord's Permission is granted subject to conditions which are declared by a court of competent jurisdiction to be unreasonable; and

3.14.3 remedying any breach by the Tenant of any of the Tenant's covenants or obligations in this Lease;

3.15 Yield Up

- 3.15.1 immediately prior to the Termination Date quietly to yield up the Property to the Landlord in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and lettering and signs put up by the Tenant duly removed;
- 3.15.2 in the event of the Tenant failing by the Termination Date wholly to comply with sub-clause 3.15.1 to pay to the Landlord on demand:-
- (a) a sum by way of compensation at a rate equivalent to the Rent payable by the Tenant immediately prior to the Termination Date for the period between the Termination Date and either:-
 - (i) the date when the Tenant has fully complied with the Tenant's covenants contained in this Lease; or
 - (ii) the date when the Landlord could reasonably have been expected to complete all remedial works required to repair the breach of the Tenant's covenants; or
 - (iii) the date from which the Landlord becomes entitled to and does actually receive the full rent upon a re-letting of the whole of the Propertywhichever of the three dates first occurs;
 - (b) the cost of putting the Property into the state of repair, condition and decoration in which it would have been had the Tenant complied with the terms of this Lease;
 - (c) on an indemnity basis all costs and expenses (including legal and surveyors' and other professional fees) incurred by the Landlord in connection with the matters referred to in this sub-clause 3.15.2;
- 3.15.3 within one month of the Termination Date (and notwithstanding that the Term has ended), where this Lease is registered at HM Land Registry, to make an application to close the registered title of this Lease and to ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly and to keep the Landlord informed of the progress and completion of its application;

3.16 VAT

- 3.16.1 to pay VAT upon the Rent and upon any other sums payable by the Tenant or any other supply of goods or services (within the meaning of section 5 and Schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord will deliver to the Tenant a VAT invoice addressed to the Tenant;
- 3.16.2 in every case where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease to reimburse also any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord;

3.17 Interest on Arrears

that if any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord on the date when such sums become due (whether lawfully demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has, to pay to the Landlord (without prejudice to any other right,

remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when they first became due until the date of actual payment at the Interest Rate;

3.18 Removal of Tenant's Effects

to remove any signs and/or refuse upon the Property at the determination of the Term (howsoever determined) and to make good any damage caused by such removal. If the Tenant fails to remove them then (without prejudice to any other remedy of the Landlord) the Landlord may, as agent of the Tenant (and the Landlord is appointed by the Tenant to so act), sell any property and hold the proceeds of sale after deduction of the costs and expenses of removal, storage and sale to the order of the Tenant and the Tenant covenants to indemnify the Landlord against any liability incurred by the Landlord to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is presumed unless the contrary be proved) that such property belonged to the Tenant;

3.19 [Superior Title

to observe and perform the matters contained or referred to in the documents listed in Schedule 2 so far as any of them are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions, proceedings, costs, claims and demands in any way relating to them].

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant subject to the Tenant complying with terms of this Lease that the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any unlawful interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

5. INSURANCE

5.1 Landlord's Insurance Obligations

The Landlord covenants with the Tenant subject to the Tenant complying with the terms of this Lease, to keep the Property or procure that the Property is kept insured during the Term (unless such insurance becomes void or renewal is refused by reason of some act, neglect, default or omission of the Tenant or the Tenant's employees, licensees or visitors) against:-

- 5.1.1 the occurrence of such of the Insured Risks as the Landlord may from time to time require to insure against in such a sum as the Landlord is from time to time advised represents the full re-instatement value of the Property;
- 5.1.2 the cost of demolition and site clearance and the professional and other fees and costs likely to be incurred from time to time in rebuilding or re-instating the Property including (for the avoidance of doubt) any costs incurred by the Landlord in complying with building or other regulations under or framed in pursuance of any Act of Parliament or with By-Laws of any Municipal or Local Authority and any VAT which the Landlord cannot recover from HM Revenue & Customs;
- 5.1.3 third party and public indemnity liability of the Landlord to a reasonable amount having regard to the Landlord's potential liability;

but so that:-

- 5.1.4 the Landlord's obligation to maintain insurance is subject to insurance cover being obtainable on reasonable terms from a reputable insurance company on the insurance market in the United Kingdom; and
- 5.1.5 the Landlord is not obliged to insure for any excess exclusion or limitations that are standard in the market place for the type of cover.

5.2 Tenant's Insurance Obligations

The Tenant covenants with the Landlord:-

- 5.2.1 to pay within 7 days of demand therefor:-
- (a) all gross premiums and other sums payable by the Landlord in complying with the Landlord's covenant contained in Clause 5.1 of this Lease;
 - (b) the amount of any additional premiums payable for the insurance of the Property or any other nearby premises of the Landlord against the Insured Risks during the Term by reason of the trade or business carried on or at the Property or anything done or kept thereon being deemed (in their absolute discretion) a hazardous or special risk by the Landlord's insurers;
 - (c) the amount required to make up any excess deducted by the Landlord's insurers or underwriters in respect of any claim;
- 5.2.2 to maintain insurance in respect of the Property against any liability the Tenant or any occupier of the Property may incur under the Premises Acts and any liability under the indemnity provisions of Clause 3.13 such insurances in all cases to be on such terms and for such sums as the Landlord reasonably requires, it being a term of such insurance that all monies payable under it in respect of the said indemnity provisions are paid to the Landlord;
- 5.2.3 to effect all such insurances in the joint names of the Landlord and the Tenant and (if so required by the Landlord) any Superior Landlord and/or any mortgagee of the Landlord and/or of any Superior Landlord in some insurance office or offices of repute approved by the Landlord acting reasonably and at the request of the Landlord to produce the policy or policies of such insurance and the receipt for or evidence of payment of the last premium payable under it;
- 5.2.4 if the Tenant fails to effect and maintain such insurances, the Landlord may effect and maintain the same and the Tenant covenants on demand to reimburse to the Landlord all monies expended by the Landlord for that purpose;
- 5.2.5 to comply with the requirements imposed by the insurers;
- 5.2.6 to notify the Landlord of the occurrence of any Insured Risk immediately after becoming aware of it;
- 5.2.7 not to maintain any other insurance in respect of the Property other than as referred to in sub-clauses 5.2.2 of this Lease;
- 5.2.8 not to do anything on the Property which may render any increased or extra premium payable for the insurance of the Property or any part or parts of it or any other property or which may make void or voidable any insurance policy and to reimburse the Landlord immediately on demand the cost of any such increased or extra premium and all consequential expenses incurred by the Landlord and immediately to cease from doing that thing which may cause or has caused any increased or extra premium to become payable.

5.3 Reinstatement

If the Property is damaged or destroyed by any of the Insured Risks from time to time insured against then subject to:-

- 5.3.1 the Landlord obtaining all necessary consents (which the Landlord covenants to use all reasonable endeavours to obtain);

- 5.3.2 payment by the Tenant of any excess deducted by the Landlord's insurers or underwriters; and
- 5.3.3 the insurance not having been vitiated or payment refused in whole or in part in consequence of any act or omission of the Tenant or the Tenant's employees, licensees or visitors;

the Landlord will cause all insurance monies received by the Landlord (other than in respect of costs and fees) to be laid out as soon as reasonably practicable in or towards rebuilding or reinstating the Property so far as reasonably practicable to the same state as before such damage or destruction.

5.4 Determination of the Term

If the Property is at any time during the Term completely destroyed or substantially damaged (as to which the decision of the Landlord prevails) by any cause whatsoever the Landlord may at any time within one year thereafter give to the Tenant notice in writing determining the Term and it shall thereupon immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and in the event of such determination (or if the rebuilding or re-instatement of the Property is prevented or frustrated by any other reason whatsoever) the Landlord shall thereupon be entitled to receive the whole of any insurance monies paid in respect of the Property for the Landlord's benefit.

6. PROVISIONS AND DECLARATIONS

6.1 Re-Entry

If:-

- 6.1.1 the Rent or any part of it is unpaid for 14 days after becoming payable (whether formally demanded or not); or
- 6.1.2 any covenant on the Tenant's part or any condition contained in this Lease is not performed or observed; or
- 6.1.3 the Tenant enters into an arrangement or composition for the benefit of its creditors; or
- 6.1.4 the Tenant has any distress or other execution levied on its goods; or
- 6.1.5 an individual Tenant dies or commits an act of bankruptcy or has an Administration Order made in respect of it or appears unable to pay its debts within the meaning of section 268 of the Insolvency Act 1986; or
- 6.1.6 a corporate Tenant has a winding up order made in respect of it other than a members voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction approved by the Landlord (such approval not to be unreasonably withheld) or has a receiver, administrator or an administrative receiver appointed of it or any of its assets or is dissolved or struck off the Register of Companies or (being a corporation incorporated outside the United Kingdom) is dissolved or ceases to exist under the laws of its country or state of incorporation or appears unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986

then it is lawful for the Landlord or any person authorised by the Landlord at any time thereafter to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines but without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Exclusion of Liability

Subject to the provisos to this Clause the Landlord is not liable to:-

6.2.1 the Tenant or any other person for:-

- (a) any accident, loss or damage which:-
 - (i) may be suffered by the Tenant or any other person; or
 - (ii) occasioned to the Property or to any goods or property of the Tenant or any other person; or
- (b) any consequential loss or damage, loss of use, profits, business contracts or economic loss (direct or indirect) whatsoever resulting from any cause whatsoever;

6.2.2 any person not a party to this Lease to perform any of the covenants contained in it (whether express or implied)

whether any claim is based on contract, warranty, negligence, tort, strict liability or otherwise and Provided that the above exclusions (1) operate by way of exclusion to the maximum extent permitted by law and (2) are without prejudice to the Landlord's obligations to insure contained in Clause 5.

6.3 Compensation for Disturbance

Any statutory right of the Tenant to compensation from the Landlord on vacating the Property is excluded from this letting to the extent allowed by law.

6.4 No Implied Rights

Section 62 of the Law of Property Act 1925 is excluded from this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever to any easement affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.

6.5 Jurisdiction

This Lease is governed by English law and the parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Service of Notices

6.6.1 Any notice (which includes any communication) to be served by any party to this Lease must be in writing and is deemed to be properly served if sent by Recorded Delivery or delivery by hand in the case of:-

- (a) a company, to the registered office of such company; or
- (b) an individual, to the address of such individual

in both cases to the address as stated in this Lease, unless such company or individual has notified the other of any change in the registered office of such company or address of such individual in accordance with the terms of this Clause.

6.6.2 Service of any notice is deemed to be effected in the case of:-

- (a) delivery by hand, at the time of delivery, unless the notice is received either after 4.00 pm on a working day or on a day which is not a working day, in which case it is deemed to be effected on the next working day; or

- (b) service by Recorded Delivery, at the expiration of 2 (two) working days from delivery into the custody of the postal authorities

and in proving service it is sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a prepaid first class Recorded Delivery.

6.6.3 If the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them.

6.6.4 Any notice:-

- (a) required to be given by a party may be given by that party's solicitor or agent; and/or

- (b) addressed to a party by name is not rendered invalid by reason of the party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact.

6.7 No Warranty as to Use

Nothing in this Lease implies that the Property may lawfully be used for the purpose specified as the authorised use in this Lease.

6.8 New Lease

This is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

6.9 Head Lease and Mortgagees

6.9.1 Any rights or reservations reserved to the Landlord are reserved also in favour of any Superior Landlord and any mortgagee of the Landlord or any Superior Landlord, as appropriate.

6.9.2 Where the Landlord's consent for any matter is required under the terms of this Lease and consent is also required from any Superior Landlord or any mortgagee, as appropriate, under the terms of the Head Lease or the mortgage, as appropriate:-

- (a) the Landlord is entitled to withhold the giving of consent until the consent of the Superior Landlord or any mortgagee, as appropriate, has been given; and

- (b) nothing in this Lease implies that such further consents may not be unreasonably withheld or delayed.

7. PERSONAL COVENANTS

Any covenants or obligations contained in any agreement to grant this Lease on the part of the Landlord, any predecessor in title to the Landlord or a developer are personal covenants on the part of the person entering into such covenants or obligations and are not annexed to and incidental to the Property and are not enforceable against the Landlord qua Landlord.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SCHEDULE 1

PART 1

THE PROPERTY

ALL THAT public convenience building in or adjacent to the Central Car Park, Tadcaster, West Yorkshire which premises are shown edged red on the plan annexed and include the following so far as the same may exist at any time during the Term:-

- (a) all Conducting Media exclusively within and serving the said premises;
- (b) all fixtures, fittings, plant, machinery and equipment within the said premises.

PART 2

RIGHTS

[In common with the Landlord and all others from time to time entitled TOGETHER WITH such easements and rights for the benefit of the Property as are [enumerated below:-] [set out, contained or referred to in [the registers of Title Number [REDACTED].] [the conveyance dated [REDACTED] and made between [REDACTED].

TO CONSIDER

PART 3

EXCEPTIONS AND RESERVATIONS

EXCEPT AND RESERVED [(A)] the right to enter the Property for the purpose of exercising such rights, powers, privileges and permissions conferred or granted under the covenants and provisions of this Lease [and (B) such easements and rights for the benefit of the Landlord[s adjacent property] and all others so entitled [as are enumerated below:-] [set out, contained or referred to in [the registers of Title Number [REDACTED].] [the conveyance dated [REDACTED] and made between [REDACTED].

TO CONSIDER

SCHEDULE 2

AGREEMENTS AND COVENANTS RELATING TO THE PROPERTY

NB: Review title to this Property.

THE COMMON SEAL of
SAMUEL SMITH OLD BREWERY (TADCASTER)
was affixed in the presence of:-

)
)
)

Director

Director/Secretary

THE COMMON SEAL of
SELBY DISTRICT COUNCIL
was affixed in the presence of:-

)
)
)

Chief Executive

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of Transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

Title Number(s) of the Property *Leave blank if not yet registered.*
NYK88137

3. Property *North Yorkshire comprising all of the property*
Freehold Land and buildings on the north east side of Chapel Street, Tadcaster, including, (1) those in Title Number NYK88137 and (2) the land at the junction of Chapel Street and High Street Tadcaster coloured blue on the Plan

4. Date

5. Transferor *Give full name(s) and company's registered number, if any.*
Selby District Council

6. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*
Samuel Smith Old Brewery (Tadcaster) company registration number 00188027

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*
The Old Brewery, Tadcaster, North Yorkshire LS24 9SB

8. The Transferor transfers the Property to the Transferee

9. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

- The Transferor has received from the Transferee for the Property the sum of *In words and figures.*
- Insert other receipt as appropriate.*
- The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with Place "X" in the appropriate box and add any modifications.



full title guarantee



limited title guarantee

11. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.



The Transferees are to hold the Property on trust for themselves as joint tenants



The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares



The Transferees are to hold the Property Complete as necessary.

12. Additional Provisions Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.

12.1 Definitions

"Car Park"

means that part of the Property for use as a car parking area shown coloured yellow on the Plan

"Market Days"

means those days on which the Market Place is used as a market for use by stall holders

"Market Place"

means that part of the Property for use as a market area and shown coloured orange on the Plan

"Plan"

means the plan annexed

12.2 The Transferee hereby covenants with the Transferor in the following terms:-

12.2.1 for as long as there is a need for public parking in Tadcaster town centre the Transferee shall use or permit the use of the Car Park solely for the purpose of a free short stay public car park (where short stay shall mean that no person may park a motor vehicle thereon for more than an aggregate of 4 hours in any one day) provided that:-

- (a) on Market Days the use of the Market Place or a part or parts of the Market Place as a market shall not constitute a breach of this covenant
- (b) the Transferee may close the Car Park temporarily for the purpose of carrying out maintenance and repairs
- (c) the Transferee may allow long stay car parking by and for that purpose issue permits to any person working in Tadcaster town centre for an employer without dedicated car parking (but excepting any person employed by any brewery in Tadcaster) but no more than 30 such permits shall be current at any one time
- (d) the Transferee may use the Car Park to facilitate deliveries, collections and servicing to properties around the perimeter of the Car Park

12.2.2 the Transferee shall maintain and manage the Car Park and keep it in good repair and condition

12.2.3 it is hereby agreed that if the Transferor is of the opinion that the Transferee is in breach of the obligations contained in Clause 12.2.2 it may serve a written notice on the Transferee to that effect. Upon receipt of that notice the Transferee shall have 3 months to comment on its contents. If the Transferee disagrees with the contents of the notice the matter shall be referred to arbitration in accordance with the Arbitration Act 1996. If the Transferee accepts the contents of the notice then it shall within 6 months of the receipt of the notice carry out works sufficient to remedy the alleged breach to the reasonable satisfaction of the Transferor

12.3.4 It is hereby agreed that if there is any disagreement as to the question of the need for public parking as referred to in Clause 12.2.1 then the disagreement shall be referred to arbitration in accordance with the Arbitration Act 1996

13. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Executed as a deed by Selby District Council in the presence of:

Sign here

Executed as a deed by Samuel Smith Old Brewery (Tadcaster) in the presence of:

Sign here

Director

Director[Secretary]

APPENDIX 4

Claim No: CO/5731/2004

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
ADMINISTRATIVE COURT
IN THE MATTER OF An Application for Judicial
Review

BETWEEN

THE QUEEN

on the application of

SAMUEL SMITH OLD BREWERY (TADCASTER)
(an unlimited company)

Claimant

-and-

SELBY DISTRICT COUNCIL

Defendant

CONSENT ORDER

Pinsent Masons
1 Park Row
Leeds LS1 5AB

Ref: DVE.MCB.111093.00153

Tel: 0113-244-5000

Fax: 0113-244-8000

Solicitors for the Claimant

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
ADMINISTRATIVE COURT
IN THE MATTER OF An Application for Judicial Review

BETWEEN

THE QUEEN

on the application of

SAMUEL SMITH OLD BREWERY (TADCASTER)
(an unlimited company)

Claimant

-and-

SELBY DISTRICT COUNCIL

Defendant

CONSENT ORDER

TAKE NOTICE that we the undersigned Solicitors to the above mentioned parties HEREBY CONSENT to an Order:-

- (1) Declaring that the grant of planning permission by decision of the Defendant, Decision No 8/73/159AT/PA dated 16.09.04 be quashed;
- (2) That there be no order for costs.

PARTICULARS

1. This is an application for Judicial Review of the grant of planning permission by the Defendant, Selby District Council, Decision No 8/73/159AT/PA ("the Decision") made on the application of Selby District Council for the proposed refurbishment of existing car park including resurfacing, new lighting, landscaping and erection of replacement public conveniences at Central Car Park, Chapel Street, Tadcaster.
2. Following the Order of Sir Michael Harrison dated 25.01.05 granting the Claimant permission to claim Judicial Review the parties have been engaged in detailed negotiations. The parties have now completed the attached agreement under section 106 of the Town and Country Planning Act 1990 (as amended) ("the Agreement") to allow the Claimant to carry out a comprehensive regeneration of the Central Area of Tadcaster including the refurbishment and resurfacing of the existing car park, landscaping and erection of replacement public conveniences at Central Car Park, Chapel Street, Tadcaster.

3. In the light of the Claim Form for permission to claim Judicial Review and the attached Detailed Statement of Grounds, the matters contained in the Witness Statement herein signed by Mr M C Baker dated 16.11.04 July 2003 and the documents exhibited thereto and the Agreement the parties have agreed that the Decision should be quashed.
4. A copy of Decision No 8/73/159AT/PA is exhibited to Mr M C Baker's Witness Statement dated 16.11.04 filed in support of the claim is to be found at Tab 4 pages 113-116 and 129-132 inclusive of the Bundle of Documents herein lodged at the Court.

DATED

Signed

**Pinsents
1 Park Row
Leeds LS1 5AB**

Ref: DVE.MCB.111093.00153

Solicitors for the Claimant

Signed

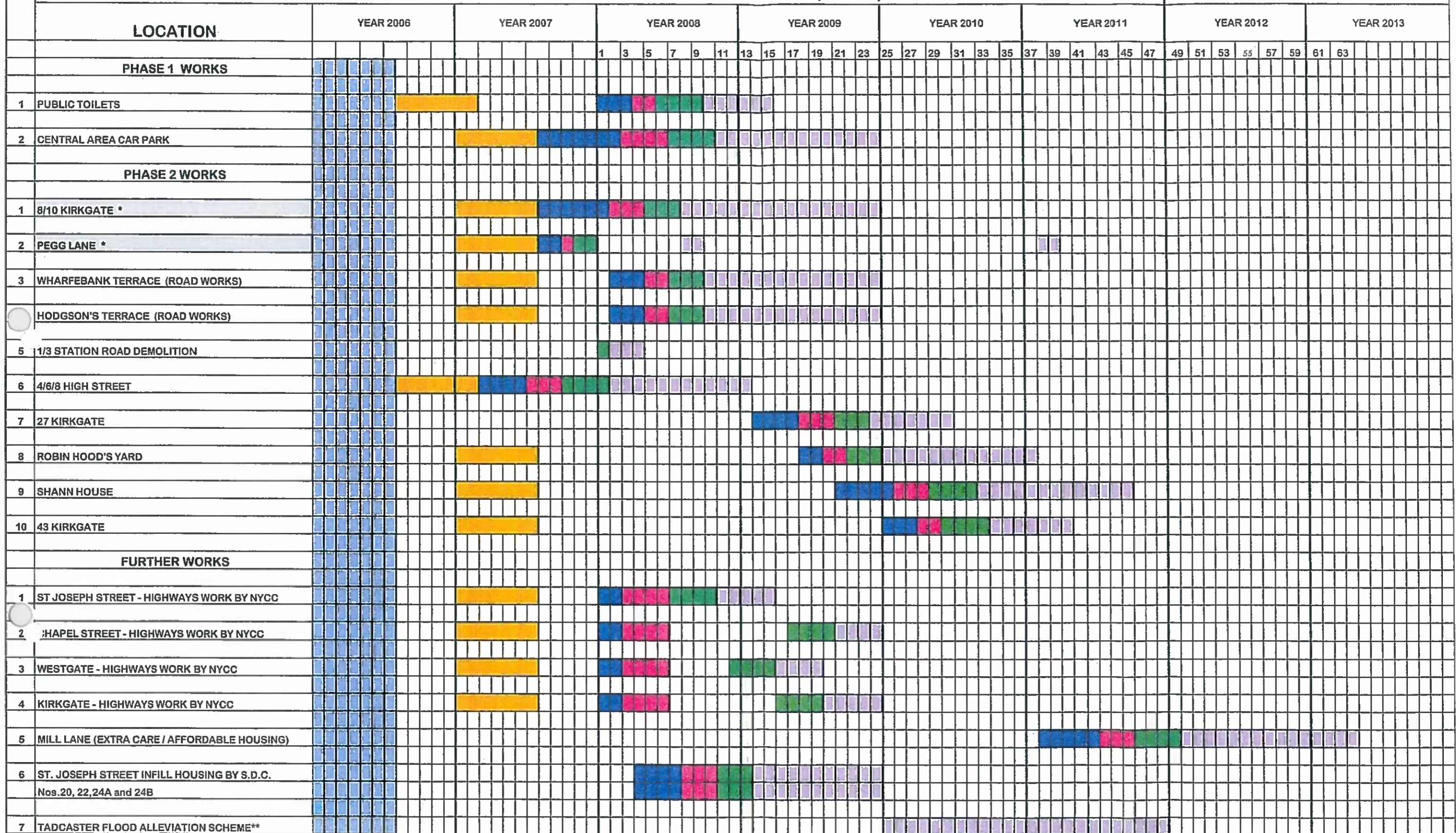
**The Head of Legal Services
Selby District Council
Civic Centre
Portholme Road
Selby
North Yorkshire YO8 0SB**

Ref: Peter Burns

Solicitor for the Defendant

**TADCASTER CENTRAL AREA RE-DEVELOPMENT - DRAFT PROGRAMME
CONSTRUCTION PERIODS (Months)**

APPENDIX 5



KEY

 PLANNING and discharge of conditions and neighbour consents	 DETAILED DESIGN/PRODUCTION DETAILS	 BILLING & TENDER PERIOD
 BUILDING REGULATIONS	 CONSTRUCTION PERIOD	

* SUBJECT TO VARIATION IN EVENT THAT 12 KIRKGATE BECOMES AVAILABLE

**IT IS ENVISAGED THAT THE ENVIRONMENT AGENCY WILL UNDERTAKE THEIR SCHEME DURING THE PERIOD SHOWN ABOVE

REV.S. 05.05.06.

SCHEDULE 1

VARIATIONS TO THE STANDARD CONDITIONS

AM
9.12.05

1. Standard Conditions 1.3.7(e), ~~1.4~~, 2.2, 3.1.3, 3.3, 6.4.2, 6.6.5 and 7.1 do not apply and the Standard Conditions shall be deemed to be amended accordingly.
2. In Standard Condition 1.1.1(d) the words "(unless otherwise defined)" shall be inserted after "completion date".
3. In Standard Condition 1.1.1(e) the words "(unless otherwise defined)" shall be inserted after "contract rate".
4. Standard Condition 1.1.3(b) is amended to read:-

"in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except those to which the sale is expressly subject) or the seller produces reasonable evidence to demonstrate that the relevant mortgagees will release all such mortgages when the purchase price has been paid".
5. Standard Condition 1.3 is amended as follows:-
 - 5.1 In Standard Condition 1.3.2 the words "at the address and quoting the reference (if any) stated in the contract" shall be inserted after the words "party's conveyancer".
 - 5.2 Standard Condition 1.3.3 shall read:-

"Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent by fax (but it is not validly given or sent if sent by e-mail)".
 - 5.3 In Standard Conditions 1.3.7(a) and 1.3.7(b) after the word "posting", and in Standard Condition 1.3.7(c) after the word "addressee", there shall be added the words "unless returned undelivered" and in Standard Condition 1.3.7(d) after "despatch" there shall be added "(unless it is proved that the fax was not received)".
 - 5.4 The following shall be deemed to be added to the Standard Conditions as Standard Condition 1.3.9:-

"In addition:-

 - (a) any notice addressed to a party by name shall not be rendered invalid by reason of the party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact;
 - (b) any notice required to be given by a party may be given on that party's behalf by that party's conveyancer;
 - (c) a notice shall be considered as given to a party if delivered to the address given for that party in this agreement. If such party shall wish, during the currency of this agreement, to nominate an alternative address for service, such other address shall only be deemed to be substituted for the original address for service when such party's conveyancer shall have advised the other party's conveyancer in writing of such alternative address and such advice shall have been acknowledged in writing by the other party's conveyancer; and
 - (d) the foregoing provisions of this condition 1.3.9 shall also apply (mutatis mutandis) to the delivery of documents"

6. Standard Condition 3.1.2 is amended as follows:-

6.1 Standard Condition 3.1.2(c) shall read:-

"those the seller does not know about."

6.2 Standard Condition 3.1.2(d) is amended to read:-

"entries made before the date of the contract in any public register except mortgages and monetary charges protected by such entries in registers maintained by HM Land Registry or its Land Charges Department or by the Companies Registry."

6.3 Standard Condition 3.1.2 is extended as follows:-

"(f) any matters, other than mortgages and monetary charges, which would have been revealed to the buyer if before the date of the contract he had made all searches enquiries and inspections regarding the property which a prudent buyer would make

so far as the same are still subsisting at completion, are capable of taking effect and relate to the property."

7. Standard Condition 6.1.3 is extended as follows:-

"But the foregoing provisions of this condition 6.1.3 apply only to documents in the possession of the seller or its mortgagee".

8. In Standard Condition 6.6.4(a) the words "(but by way of indemnity only and not further or otherwise) to observe and perform the obligations and to indemnify the seller against all costs, expenses, losses, demands, actions, liabilities, claims or proceedings whatsoever arising in respect of any future breach, non performance or non observance of such obligation" are substituted for the words "to indemnify the seller against liability for any future breach of the obligation and to perform it from then on".

9. In Standard Condition 6.6.5 there shall be inserted after the words "document of title" the following:-

"(except where the document is a matter of public record or where the seller's conveyancer has notified the buyer's conveyancer in writing (prior to the contract being entered into) that the document cannot be produced or where this contract states that the document shall not be produced or that no requisition or objection may be made in respect of the production of such document".

10. In Standard Condition 6.6.2 the words "and save as otherwise specified in the contract" shall be inserted after "condition 6.6.3".

11. In Standard Condition 8.1.2 the time of 3.00 pm shall be substituted for 1.00 pm.

12. Standard Condition 9.3.2 is deleted.

13. Standard Condition 9.3.4 is deleted.

14. At the end of Standard Condition 9.5.2(a) there shall be added "and section 49(2) of the Law of Property Act 1925 shall not apply".

15. At the end of Standard Condition 10.3.3(b) there shall be added the words "where the reversioner requires an authorised guarantee agreement and the reversioner is entitled to impose such requirement".

Schedule 2

Phase 1 Works

The removal of the existing patchwork tarmac surface to the central car park with all necessary excavation and foundation work to enable the laying of the new car park and pedestrian areas consisting mainly of Tadcaster Magnesian Limestone blocks and other natural stone. The installation of a surface water drainage system to resolve existing drainage problems and achieve the separation of oil and other potential pollutants before discharge.

The demolition of the existing public conveniences on the central car park and the construction of a new facility to an appropriate design and specification, including disabled access, and in a location to be agreed.

The car park and surrounding pedestrian access routes are to be set out with carefully designed street lighting and street furniture fixtures to ensure safety and security, whilst remaining in character with local materials, designs and vernacular. The car parking areas are to be set out with a complementary scheme of hard and soft landscaping work to include specimen tree planting throughout the car parking area together with lower level plant and shrub beds to Chapel Street.

Schedule 3

Phase 2 Works

The creation of a pedestrian route across the green from the central car park to the war memorial on Chapel Street/Westgate. The highway adjacent to the war memorial is proposed to be treated with natural stone materials laid by the Developer as part of traffic calming features and to assist in the delineation of formal events (e.g. Remembrance Day Services) when appropriate.

Works to 4, 6 and 8 High Street include the erection of a two storey, clamp brick and stone building, featuring sash windows, stone sills and traditional timber shop fascias to the High Street elevation. The roof is to be clad in clay pantiles to complement the mix of roofing materials in this location. The rear of these properties are to be set out with enclosed service yards, accessed to the Central Area Car Park and provided with appropriate hard landscaping.

The existing 2-storey property at 23/25 Kirkgate is to be extended to provide a 'coach house' style enclosure to the electricity substation (referred to as 27 Kirkgate in the Programme of Works) the first floor above the substation to link with the first floor of 23/25 Kirkgate. The extension will be faced in brickwork to blend with the existing elevations and roofing materials will match the existing clay pantiles on the adjoining building.

The comprehensive refurbishment of Shann House to create a 15 bedroom hotel, bar and restaurant will be carried out. The building will be refurbished maintaining original features, inside and out, where possible. The opportunity to replace areas of existing concrete render with traditional lime render will be taken, along with the addition of a pitched roof to an existing flat roof extension. The refurbishment will include the setting out of a courtyard to the western elevation, to provide for guest parking and drop off. The scheme will include a soft landscaping scheme which preserves existing trees and proposes new planting which compliments the building and its surroundings.

All preparation and ground works necessary to the land in Robin Hood's Yard to enable the laying out of further parking, finished with natural stone materials. The selective retention of existing self seeded trees within the centre of Robin Hood's Yard and supplementary planting of further high and low level vegetation in order to provide an appropriate level of landscaping in the town centre location.

Vehicular access to Robin Hood's Yard is achieved through the complete resurfacing of Pegg Lane to improve access onto Kirkgate.

Necessarily, the gable end of 8-10 Kirkgate will need to be demolished to allow suitable visibility. 8-10 Kirkgate will be fully furnished as part of these works and finished in authentic lime render to all elevations. The corner to Pegg Lane will feature decorative brickwork to provide a 'chamfered' corner profile. The roof material will be colour matched natural slate to correspond with the retained section of the building. All works associated with 8-10 Kirkgate are subject to variation in the event that 12 Kirkgate becomes available.

Schedule 4

Further Works (Including works by others)

Kirkgate is to be partially pedestrianised by North Yorkshire County Council (NYCC) with natural stone materials laid by the Developer between Shann House and the Pegg Lane junction, to provide a suitable venue for holding the town market. The pedestrianised area will blend with the resurfacing works to the many small passageways between the car parks and Kirkgate. The NYCC highways works also include the closure of Chapel Street to through traffic, a number of small scale kerb build-outs and detailed adjustments to the pathways to ensure that traffic can circulate freely and safely without conflict with other road users.

Implementation by NYCC of traffic recirculation scheme including 2 way traffic along Kirkgate between Pegg Lane and High Street, along Chapel Street between High Street and the central car park and (restricted to access only) between Westgate and the Falcon Inn where Chapel Street will be blocked off to prevent through traffic. 2-way traffic will also be permitted (restricted to access only) along Westgate between its junctions with Chapel Street and the roundabout to be constructed adjacent to the churchyard entrance at the northern end of Kirkgate. Installation by NYCC of traffic lights controlling the Chapel Street/High Street junction and the St Joseph's Street/High Street junction.

on the eastern side of St. Joseph's Street

The small infill site (of 20, 22, 24A and 24B St Joseph's Street) at the rear of 23-31 Chapel Street is to be developed by or on behalf of the Council for small scale residential use, constructed out of locally sourced Ashlar Limestone blocks and Clay pantile roofing. The 4 residences around a small courtyard design will be accessed from St Joseph's Street, but will be provided with pedestrian access to Chapel Street.

To: The Chief Executive

To: North Yorkshire County Council

For the attention of Mr [redacted]

From : Selby District Council

Date : 2006

Dear Sirs

Tadcaster Town Centre

Selby District Council (Selby) has today exchanged contracts with Samuel Smith Old Brewery (Tadcaster) (SSOBT) under the provisions of s.106 of the Town and Country Planning Act to enable SSOBT to undertake the regeneration of much of Tadcaster town centre. The scheme includes a new design for the central car park involving the re-laying of the surface and the provision of new lighting and landscaping. We understand from SSOBT that essential to their scheme is the adoption of new traffic circulation proposals which they and their highway consultants TTHC (Mr Colin Townsley) and planning consultants, Cunnane Town Planning (Mr Stuart Vandy) have referred to in discussions with Mr Stephen Boyne of your Highways Department and more recently Mr Brian Watson.

Briefly the proposals as we understand them include the installation of traffic lights at the junction of High Street with Chapel Street, Tadcaster, two-way traffic in Chapel Street to and from the entrance to the central car park and the closure of Chapel Street to through traffic. Access to premises in the remainder of Chapel Street is to be obtained from Westgate. Similarly in Kirkgate, there is to be two-way traffic between High Street and the entrance to a new car park in Robin Hood Yard off Pegg Lane. The remainder of Kirkgate is to be closed to through traffic and pedestrianised. The route of the A659 along Station Road (which at present continues one-way along Westgate and Kirkgate to the junction with High Street) is to be diverted along St Joseph's Street to its junction with High Street and that junction too will be controlled by traffic lights.

Selby supports these proposals by SSOBT and is to transfer its freehold ownership of property in Tadcaster town centre including the central car park to SSOBT under the terms of the s.106 Agreement. Accordingly the purpose of this letter is to ask North Yorkshire County Council to give SSOBT their support also by:-

1. Approving SSOBT's traffic recirculation scheme and as Highway Authority undertaking such works as may be requisite for giving effect to the proposed scheme as soon as possible, and
2. Transferring to SSOBT the freehold ownership of the Corner Site at the North East side of the junction of High Street with Chapel Street ~~coloured [redacted]~~ on the attached plan which we understand is currently in your ownership and which is we are informed essential to SSOBT's landscaping scheme.

Yours faithfully

Martin Connor
Chief Executive
Selby District Council

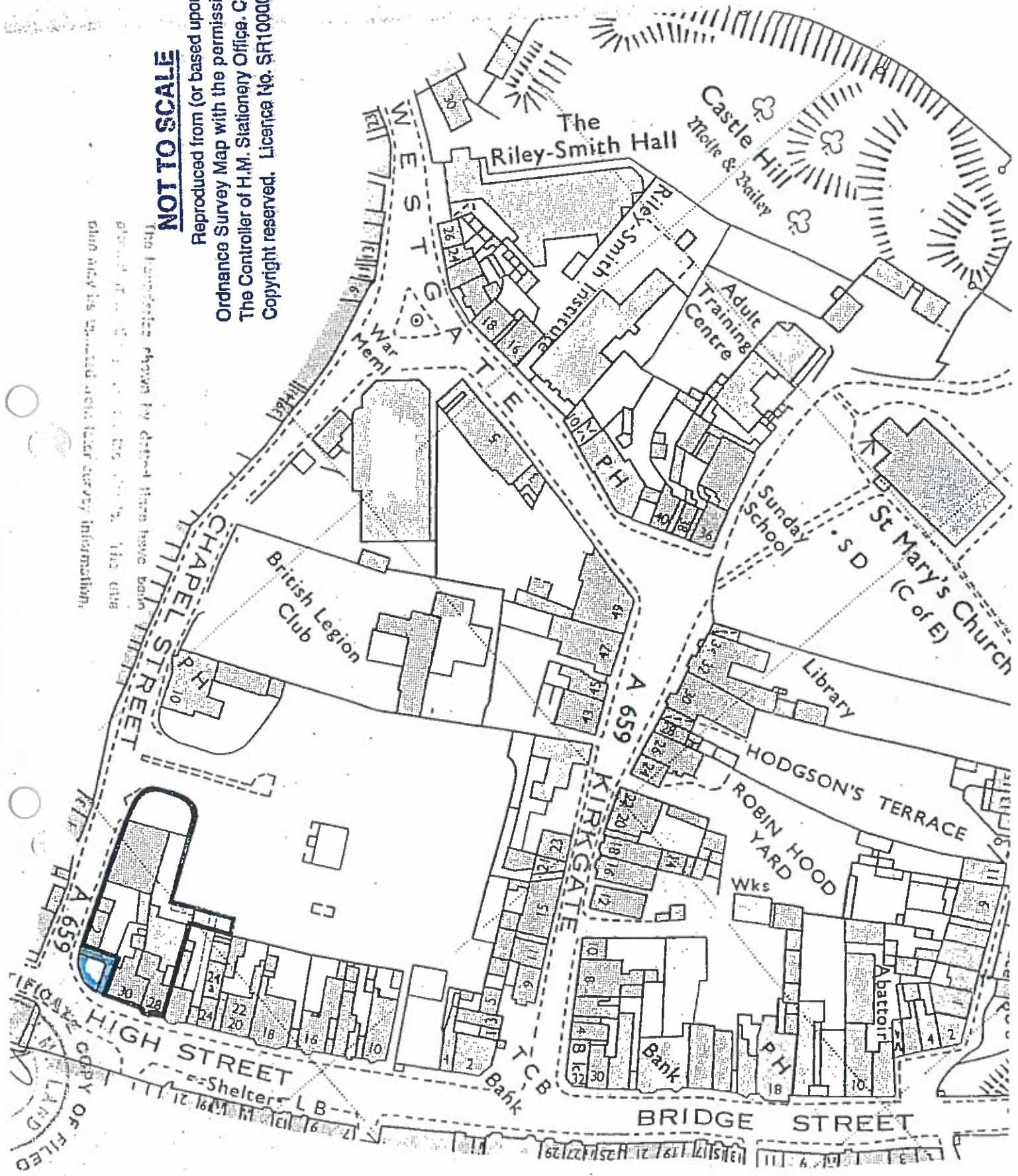
* Plan to follow

edged blue

Plan area is intended to carry information.
The boundaries shown by dotted lines have been taken from the
ground plan of the area shown on the map. The area

NOT TO SCALE

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