

(4) The Council has under the provisions of the Local Government Act 1985 and the Town and Country Planning Act 1990 prepared and published the Unitary Development Plan ('the Development Plan') for the Council's area

(5) The Owners have has by their agent applied to the Council for permission to construct an indoor riding centre on the Land in the manner and for the uses set out in a planning application dated 28th October 2002 and bearing reference number B/02/1594/WW ('the Planning Application') and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application ('the Development')

(6) Having regard to the provisions of the Development Plan and to all other material considerations the Council has resolved to grant planning permission ('the Planning Permission') for the Development pursuant to the Planning Application subject to the Owners and the Mortgagee entering into this Agreement to make provision for regulating the Development and securing the matters herein referred to

(7) The Mortgagee has agreed to enter into this Agreement in order to consent to the terms hereof

**NOW THIS DEED WITNESSETH AS FOLLOWS:-**

1. This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto and is a planning obligation for the purposes of and as defined in the said Section 106 and the covenants herein contained on the part of the Owners are entered into with the intent that the same

shall be enforceable without limit of time not only against the Owners but also against their successors in title and any person corporate or otherwise claiming through or under it an interest or estate in any part or parts thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by it.

2. The Owners hereby COVENANT with the Council to perform the obligations specified in the Second Schedule hereto

3. The Mortgagee hereby consents to the execution of this Agreement and acknowledges that this Agreement binds the land. The Mortgagee shall only be liable for any breach of this Agreement if it has itself caused this breach whilst Mortgagee in possession. It shall not be liable for any pre-existing breach. *Owners entering into this Agreement and*

4. It is agreed and declared as follows:

4.1. The expressions "the Council", "the Owners" and "Mortgagee" shall include their successors in title and assigns

4.2. The covenant contained in paragraph 3 of the Second Schedule hereto shall take effect forthwith on completion of this Agreement and the remaining covenants set out in the Second Schedule hereto shall take effect only upon the dates specified by the Owners in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date on which the Development was begun within the meaning of Section 56 of the Town and Country Planning Act 1990

4.3. If the Planning Permission shall expire before the Development has been commenced as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect

4.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the one relating to the Development granted pursuant to the Planning Application) granted (whether or not on appeal) after the date of this Agreement

4.5 This Agreement is a Local Land Charge and shall be registered as such by the Council

4.6 The Council will upon the written request of the Owners at any time after the obligations of the Owners under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges

4.7 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the 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

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

#### FIRST SCHEDULE

The land at Aldham Mill Farm, Barnsley Road, Wombwell, Barnsley for the purpose of identification shown edged red on the plan numbered 1 annexed hereto ("Plan 1")

#### SECOND SCHEDULE

1. Not later than a period of three months from the date on which the indoor riding centre ("the Riding Centre") which for identification purposes is shown edged red on Drawing Reference 33/15 No. 2 revision D attached hereto

( "Plan 2") is substantially completed in accordance with the Planning

Permission referred to herein the Owners shall:-

- (i) Cease use of the existing outdoor riding menage which for identification purposes is shown edged pink on Plan 2 (or any part of it) for any commercial business or other related purpose(s) save and except for use for the purposes of dressage events only and PROVIDED such dressage events are held on Sundays only and are limited to not more than two Sundays per calendar month; and
- (ii) Cease use of the building which for identification purposes is shown edged blue on Plan 2 (or any part of it) for the carrying out of any riding instruction training or any other commercial or business activity associated with the use of a horse riding centre and shall thereafter confine any use of the aforesaid building to an agricultural use as defined in Section 336(1) of the Town and Country Planning Act 1990 (as amended)

2. The Owners shall not use or permit the use of the Riding Centre or any part of it for the purposes of any gymkhana event or any other event whatsoever which is open or otherwise accessible to the general public save and except for use for the purposes of dressage events only and PROVIDED such dressage events are held on Sundays only and are limited to not more than two Sundays per calendar month

3. The Owners shall pay to the Council on the execution hereof the Council's costs in the preparation and settlement of this Deed in the sum of Six hundred pounds (£600)

THE COMMON SEAL of Barnsley )

Metropolitan Borough Council was )

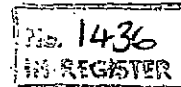
hereunto affixed to this Deed in the )

presence of:- *Q*

*80/du*  
AUTHORISED  
SIGNATORY

Borough Secretary

*M. No 840 (9)(1) PRB 15.4.03.*



SIGNED as a Deed by the said ) *M. Smeaton*

Michael Smeaton in the presence )

of:- )

*A. Gilbert-Thorne*  
*Clerk with Burge Walker*  
*Solicitors*  
*Barnsley*

SIGNED as a Deed by the said )

Diane Wendy Smeaton in the ) *D. W. Smeaton*

presence of:- )

*A. Gilbert-Thorne*

EXECUTED as a Deed on behalf of )

HSBC Bank Plc by )

**STEPHEN ROY CATHERINES**

in exercise of the powers )

conferred by a power of Attorney )

dated 10 March 2003 who )

has hereunto set the name of HSBC )

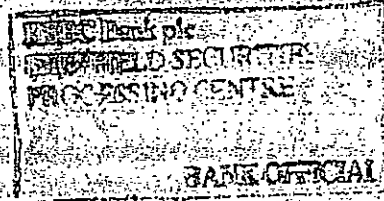
Bank Plc in the presence of:- )

Witness name

Address

Occupation

**CALDWIN MAZE WILD**



BY THIS POWER OF ATTORNEY given the 10<sup>th</sup> day of March two thousand and three HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London, E14 5HQ appoints **STEPHEN ROY CATHERINES** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

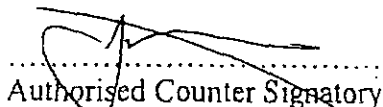
IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC Bank plc was hereunto affixed in the presence of:

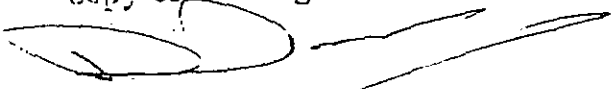


Authorised Signatory

023060

  
Authorised Counter Signatory

Certified to be a true and correct  
copy of the original

  
David Powell

For and on behalf of HSBC Bank plc