

Planning Application for Principal Residence at the rear of Cross Farm Buildings:
NYM/2021/1005/FL

From: anthony jackson

To:

Date: Monday, 17 January 2022, 14:07 GMT



Hilary,

Good afternoon,

I've put in the post a copy of a "Deed of Easement and Surrender" appertaining to access to the Egton Slaughterhouse and access to the proposed new principal residence. The copy was passed to me by the new owners of Egton Slaughterhouse, Towbar Express.

Not sure if you are aware of the "Deed" or if it is relevant to the planning application.

I've commented on the subject planning application with my main area of concern being the access to the proposed property from what is essentially a "blind bend".

You will have a few missed calls today, that's probably me.

Regards,

Anthony Jackson,

Cross Farm House,

Egton,

YO211TZ

DATED

9th July

2021

THOMAS RICHARD LYTH and MARIANNE SANDERSON LYTH (1)

and

THE MOST HONOURABLE CONSTANTINE EDMUND WALTER MARQUIS OF NORMANBY (2)

DEED OF EASEMENT AND SURRENDER

Relating to

Egton Slaughterhouse, Egton

Birketts

THIS DEED is made on the

9th

day of

July

2021

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: NYK215236

Administrative Area: Scarborough Borough Council

Grantee's Title Number: NYK245709

Administrative Area: Scarborough Borough Council

PARTIES

- (1) **THOMAS RICHARD LYTH AND MARIANNE SANDERSON LYTH** of Quakers Garth, 4 West End Close, Hinderwell, Saltburn-By-The-Sea, Redcarr and Cleveland TS13 5JP (the **Grantor**).
- (2) **THE MOST HONOURABLE CONSTANTINE EDMUND WALTER MARQUIS OF NORMANBY** of Mulgrave Estate Office, Mulgrave Castle, Lythe, Whitby, North Yorkshire YO21 3RJ (the **Grantee**).

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property
- (B) The Grantor has agreed to grant the Right to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed in consideration of surrender by the Grantee of a prescriptive right of way.

AGREED TERMS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Deed.

Grantee's Covenants the covenants set out in Schedule 2;

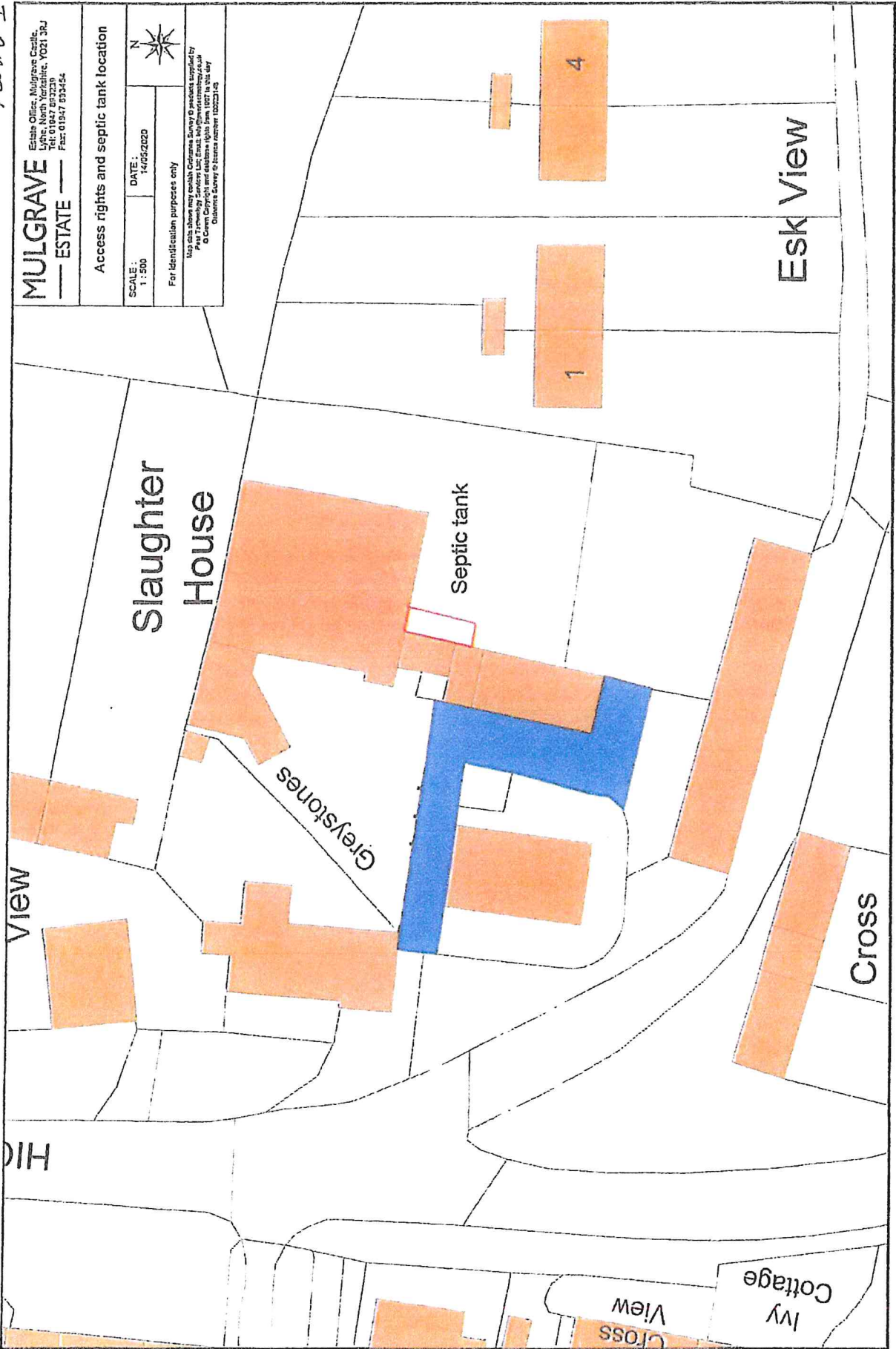
Grantee's Property the property known as part of Land at Egton, Whitby registered at HM Land Registry under the Grantee's Title Number;

Grantee's Title Number NYK245709;

Grantor's Covenants	the covenants set out in Schedule 3;
Grantor's Property	the property known as Egton Slaughterhouse, Egton and registered at HM Land Registry under the Grantor's Title Number;
Grantor's Title Number	NYK215236;
Interest Rate	the base lending rate from time to time of the Bank of England or such other clearing bank nominated by the Grantor at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Grantor may reasonably determine;
New Access Way	the land shown edged red on Plan 2
Old Access Way	the land shown coloured blue on Plan 1
Old Right	The right set out in Schedule 5;
Plan 1	the plan annexed to this Deed and labelled Plan 1;
Plan 2	the plan annexed to this Deed and labelled Plan 2;
Reserved Rights	the rights set out in Schedule 4;
Right	The right set out in Schedule 1;
VAT	value added tax charged under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

- 1.2 Any reference to the Grantor and the Grantee shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.4 Except where a contrary intention appears, references to Clauses and Schedules are to the Clauses and Schedules of this Deed; reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

PLAN I



MULGRAVE
ESTATE

Access rights and septic tank location

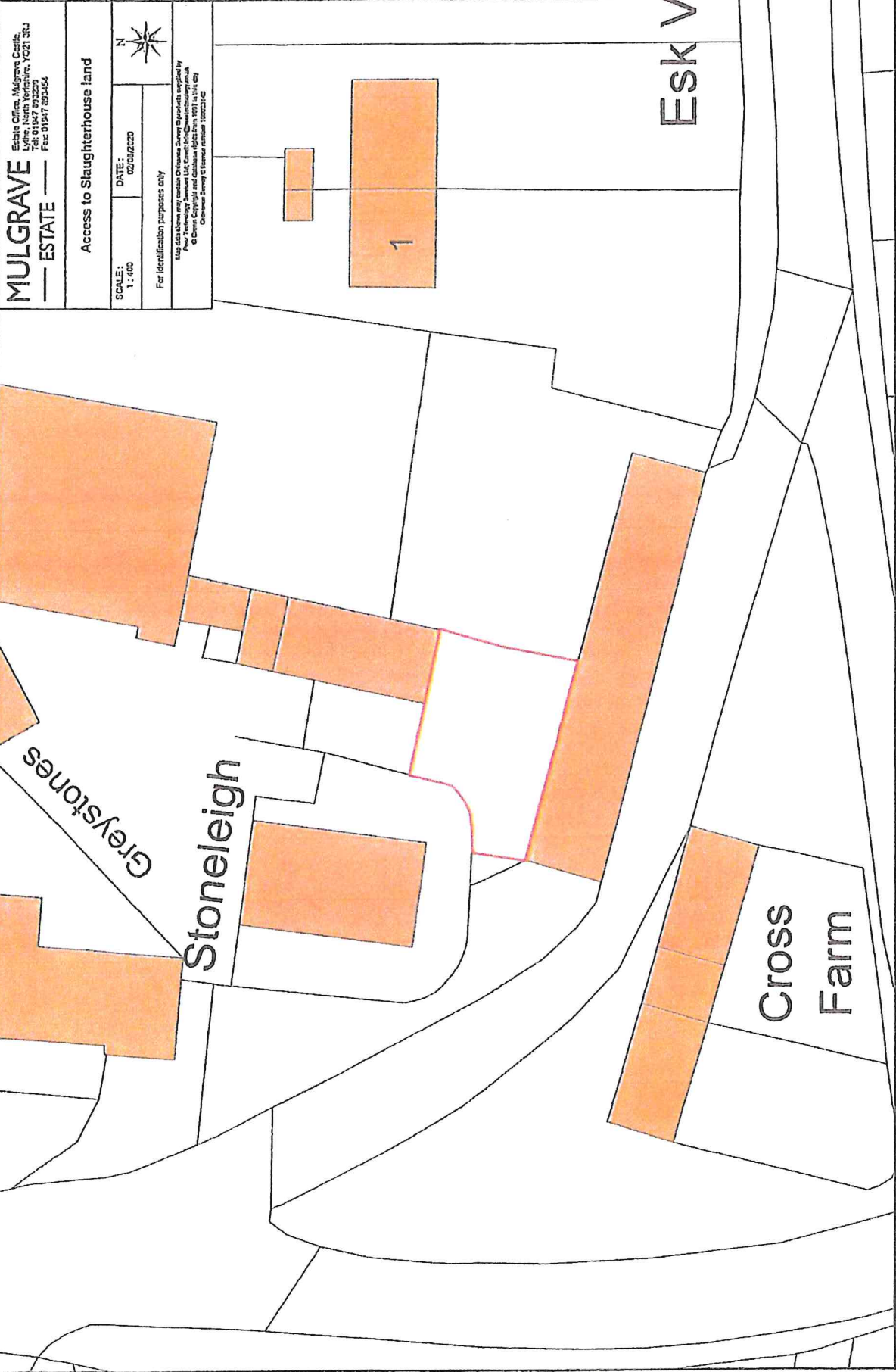
SCALE: 1:500
DATE: 14/05/2020

For identification purposes only

Map data shown may include Ordnance Survey © products supplied by
Pac Technology Services Ltd Email: info@pac-technology.co.uk
© Ordnance Survey © British Crown Copyright 100022115

Handwritten signature

PLAN 2



x Mansby

- 1.6 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.10 A reference to **writing** or **written** includes faxes but not email.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **GRANT**

- 2.1 In consideration of the surrender of the Old Right, which is hereby surrendered by the Grantee with full title guarantee, the Grantor with full title guarantee grants the Grantee the Right for the benefit of the Grantee's Property.
- 2.2 The Right is not granted exclusively to the Grantee and is granted:
- 2.2.1 subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this Deed.
- 2.2.2 in common with any other persons lawfully entitled to the right or to similar rights in relation to the Grantor's Property.

3. **GRANTOR'S COVENANTS**

- 3.1 The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. **GRANTEE'S COVENANTS**

- 4.1 The Grantee covenants with the Grantor so as to bind the Grantee's Property into whoever's hands it may come, for the benefit of the Grantor's Property, that the Grantee, their respective successors in title and anyone authorised by any of them to use the Right shall at all times observe and perform the Grantee's Covenants.

5. **HM LAND REGISTRY**

- 5.1 The Grantor consents to notice of any positive covenants made in this deed by the Grantor and notice of the Right being noted against the Grantor's Title Number.

- 5.2 The Grantee consents to notice of the Right being noted against the Grantee's Title Number

- 5.3 The Grantee hereby covenants that within 28 days of the date of completion of this Deed they shall:

5.3.1 apply to the HM Land Registry to note the Right against the Grantor's Title Number.

5.3.2 apply to the HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this Deed against the Grantee's Title Number and to enter the Right in the Property Register of the Grantee's Title Number as appurtenant rights.

- 5.4 If the Right shall terminate for any reason then the Grantee shall within 30 days of said termination apply to the HM Land Registry to remove the references to this Deed from the Grantor's Title Number and the Grantee's Title Number.

- 5.5 If the Grantee does not comply with the terms of clause 5.4 above then the Grantee grants the Grantor an irrevocable power of attorney to take such steps and execute such documents on the Grantee's behalf to effect removal of any references to this Deed from the Grantor's Title Number and the Grantee's Title Number.

6. **RESERVATION OF RIGHTS**

- 6.1 The Grantor reserves to itself and for the benefit of the Grantor's Property the Reserved Rights.

7. **INDEMNITY**

- 7.1 The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses (including loss of payment or revenue) howsoever suffered arising from:

7.1.1 the exercise of the Right;

7.1.2 any breach of any of the Grantee's Covenants;

by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Right.

8. LIABILITY

8.1 If the Grantor and/or the Grantee is/are at any time more than one person then, unless otherwise expressly provided in this Deed, those persons shall be jointly and severally liable for their respective obligations arising under this Deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

8.2 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenants unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

8.3 The Grantor is not liable for the death of, or injury to the Grantee, their employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Right.

8.4 The Grantor shall not be liable to the Grantee nor shall the Grantee have any claim against the Grantor in respect of any matter of which the Grantor has not had actual notice nor in respect of any temporary interruption of the Right by reason of necessity, repair or maintenance of the New Access Way or by reason of any damage caused thereto or by reason of mechanical defect or breakdown or frost or other inclement conditions or unavoidable shortage of materials or labour.

9. VAT

9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3 the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this Deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Grantee, under or in connection with this Deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor,

except to the extent that the Grantor obtains credit for such VAT under the Value Added Tax Act 1994.

9.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

10. RIGHTS OF THIRD PARTIES

10.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11. GOVERNING LAW AND JURISDICTION

11.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of it.

SCHEDULE 1

THE RIGHT

1. **The Right**
- 1.1 A right of way for the Grantee and their successors in title and those authorised by them in common with the Grantor and other persons having the same right to use over the New Access Way at all times with and without all types of vehicles and for all purposes.
- 1.2 The right (but without obligation to do so) for the Grantee and their successors in title and those authorised by them in common with the Grantor and other persons having the same right to repair maintain and re-lay the New Access Way as necessary.
- 1.3 The right for the Grantee and their successors in title and those authorised by them in common with the Grantor and other persons having the same right to access the unbuilt parts of the Grantor's Property so far as is reasonably necessary to exercise the Right specified in paragraph 1.2 above, such access to be at a time agreed in advance with the Grantor, except in the case of an emergency.
- 1.4 The exercise of the Right is subject to the Grantee and their successors in title:
 - 1.4.1 complying with the Grantee's Covenants;
 - 1.4.2 making good any damage caused to the Grantor and the Grantor's Property and paying the Grantor full compensation for any damage not made good in the exercise of the right granted by paragraph 1.2;
 - 1.4.3 carrying out any repair, maintenance, renewing or replacement pursuant to paragraph 1.2 above in accordance with a schedule of works agreed in advance by the Grantor; and
 - 1.4.4 paying to the Grantor a reasonable contribution according to use of the New Access Way towards the Grantor's costs of maintaining the New Access Way under Schedule 3 Clause 2.

SCHEDULE 2

GRANTEE'S COVENANTS

The Grantee shall:

1. STATUTORY REQUIREMENTS

1.1 Comply with all laws governing the exercise of the Right.

2. DAMAGE

2.1 Not cause any damage (excepting normal wear and tear) to the New Access Way and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. OBSTRUCTION OR WASTE

3.1 Not park vehicles on the New Access Way.

4. COSTS IN THE EVENT OF BREACH

4.1 Pay to the Grantor on written demand all reasonable and proper costs incurred by the Grantor in complying with any of the Grantee's Covenants if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee have failed to rectify the breach within 28 days of service of that notice, except in the case of an emergency, when no notice shall be required.

SCHEDULE 3

GRANTOR'S COVENANTS

The Grantor:

1. **INTERFERENCE WITH THE RIGHT**

Shall subject to the Reserved Rights, not obstruct, interrupt or interfere with the exercise of the Right by the Grantee;

2. **MAINTENANCE**

Covenants with Grantee for the benefit of the owners of the Grantee's Property that the Grantor will repair and maintain the New Access Way to a standard not less than the condition of the New Access Way on the date of completion of this Deed.

SCHEDULE 4

RESERVED RIGHTS

The Grantor reserves the following rights for itself, its successors in title to the Grantor's Property and all other persons authorised by it to benefit from the same:

1. RIGHT TO CARRY OUT THE GRANTEE'S OBLIGATIONS

- 1.1 The right (without obligation to do so) at any time to carry out any obligation of the Grantee contained in this Deed that has not been performed by the Grantee together with the right for the Grantor to recharge to the Grantee the costs incurred in doing so.

2. RIGHT TO REPAIR THE GRANTOR'S PROPERTY

- 2.1 The right at any time to repair, maintain or replace any services, buildings, structures, trees, plants or facilities on any part of the Grantor's Property.

3. RIGHT TO BUILD ON THE GRANTOR'S PROPERTY

- 3.1 The right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property (other than the New Access Way) or any neighbouring or nearby land, provided that any such use or works do not materially interfere with, or obstruct, the exercise of the Right by the Grantee.

SCHEDULE 5

SURRENDERED RIGHT

1. A prescriptive right of way over the Old Access Way in favour of the Grantee's Property.

Signed as a deed by THE MOST)
HONOURABLE)
CONSTANTINE EDMUND)
WALTER MARQUIS OF)
NORMANBY in the presence of:

Witness signature:

Name [in BLOCK CAPITALS]:

✓ ROBERT CHILDERHOUSE

Address:

✓ OLD VICARAGE

✓ LYTHE YO21 3RLW

Occupation:

✓ JP

Signed as a deed by THOMAS)
RICHARD LYTH in the presence)
of:)

Witness signature:

Name [in BLOCK CAPITALS]:

Address:

Occupation:

Signed as a deed by MARIANNE)
SANDERSON LYTH in the)
presence of:)

Witness signature: _____

Name [in BLOCK CAPITALS]: _____

Address: _____

Occupation: _____

-----Original Message-----

From: planning

Sent: 10 January 2022 16:03

To: Planning

Subject: Comments on NYM/2021/1005/FL - Case Officer Mrs Hilary Saunders - Received from Mr Anthony Jackson at Cross Farm House, Egton, Whitby, United Kingdom, YO21 1TZ

Comments to NYM/2021/1005/FL: Case Officer Mrs Hilary Saunders.

Received from Anthony Jackson Cross Farm House Egton YO21 1TZ:

My main area of concern is regarding the designated site entrance and exit .This being at the North West Corner Gateway of the site between Stoneleigh and Cross Farm Buildings.

I refer you to Planning Application No: 40320076A dated 03.12.1980 where one of the conditions of approval for "Change of Use" of Cross Farm Buildings from "Agricultural" to "Light Industrial was that the North West Corner Gateway was to be designated as "Emergency Access Only". It was to be a gated exit and to be signed "Emergency Exit. This condition was directed by the then Highways Authority to safeguard highway users.

I am surprised to note that the response from the current Local Highway Authority in 2022 is that they have no objections as the access from the highway is via a dropped kerb.

So visibility on what could be described as a "Blind Bend" is of no consequence even though there has been a

vast increase in traffic past the site entrance over the past 42 years namely as a result of the steam railway development at Grosmont..

If the planned development of Cross Farm Buildings into a residential property goes ahead then the proposed site access will be servicing two residential properties.

When Cross Farm Buildings were approved for change of use it was directed that access to the buildings was via the entrance to the then existing abattoir.

I would like to put on record that I have no objection to the subject site being developed for a residential property but the proposed access is totally unsuitable.

The current proposal seems to be the easy option where as if the development is to go ahead it needs some thinking "Outside of the Box"

Comments made by Mr Anthony Jackson of Cross Farm House, Egton, Whitby, United Kingdom, YO21 1TZ
Preferred Method of Contact is Email

Comment Type is Raise Concerns

From:

[Planning](#)

Subject:

Comments on NYM/2021/1005/FL - Case Officer Mrs Hilary Saunders - Received from Mr Ian Woodcock at IT Woodcock Consulting Limited, Dale View, Egton, United Kingdom, YO21 1TZ

Date:

31 December 2021 15:23:25

We have been mistakenly omitted from the list of neighbours, our land adjoins this application. We want the applicant to ensure that our hedge and boundary are fully respected but as no detailed boundary information has been included it is not possible to tell. We would expect to be properly consulted on the plans for the northern most boundary of the plot.

In addition, we would raise the issue of the danger of the site entrance being located on a blind bend. This junction is already quite dangerous and unless the triangle around Cross Farm is made one way it is potentially a serious issue.

Ian Woodcock & Elizabeth Marsh
Dale View, Egton

Comments made by Mr Ian Woodcock of IT Woodcock Consulting Limited, Dale View, Egton, United Kingdom, YO21 1TZ

Preferred Method of Contact is Email

Comment Type is No objections but comments