

**THIS AGREEMENT** is made the                      day of                      2018

**BETWEEN:**

1. **EI GROUP PLC** (Company Number 2562808) whose registered office is at 3 Monkspath Hall Road Solihull West Midlands B90 4SJ ("**the Owner**")
2. **EXELBY GREEN DRAGON COMMUNITY PUB LIMITED** (Company Number RS007599) whose registered office at Garth House, Exelby, Bedale, North Yorkshire, DL8 2HD ("**P1**") and
3. **ONE NORTH PROPERTY LIMITED** (Company No. 10519330) whose registered office is at Carr House Barns, Little Smeaton, Northallerton DL6 2HA ("**P2**")

**WHEREAS**

- (1) The property known as The Green Dragon Inn, High Row, Exelby, Bedale, North Yorkshire, DL8 2HA together with some adjacent land lying to the north-east of High Row, Exelby ("**the Property**") is presently registered in the name of the Owner.
- (2) The Owner has agreed in principle to sell to P1 that part of the Property which includes The Green Dragon Public House, a cottage, some ancillary buildings and some land ("**the Pub**") the title of which is registered under Title No. NYK70107.
- (3) The Owner has agreed to sell to P2 the land adjacent to the Pub ("**the Residential Site**") the title of which is registered under Title No. NYK428210.
- (4) The purchase of the Pub by P1 is unconditional.
- (5) The purchase of the Residential Site by P2 is conditional upon obtaining satisfactory planning permission for the construction of at least three dwellinghouses free of any unacceptable conditions and the contract of sale in this regard has been exchanged on the date hereof.
- (6) P1 and P2 are entering into this Agreement in recognition of the fact that the Owner would not have agreed to sell the Pub and the Residential Site separately and the purpose of this agreement is to ensure that P2 can satisfy

the requirements of the local planning authority in order to carry out the proposed development of the Residential Site. It is envisaged that P1 will end up with the land which is hatched and coloured in purple on the attached plan (Ref: S421 SKOO2) ("the Plan") and P2 will end up with the land which is coloured in yellow on the Plan.

**NOW THIS DEED WITNESSETH** as follows :

1. In consideration of each party entering or intending to enter into a contract to purchase the Pub and the Residential Site respectively the Owner P1 and P2 confirm their agreement to the terms set out below.
2. In the event of P2 obtaining satisfactory Planning Permission then either the Owner or P1 (if at that time P1 has acquired the freehold interest in the Pub) agrees to exchange part of the Pub land for part of the Residential Site in order to satisfy the requirements of any planning conditions associated with the proposed development subject to the following :-
  - 2.1 The Owner or P1 (as the case may be) is to be left in the same position in terms of the how the Pub currently operates including the sole benefit of at least 20 car parking spaces including at least one disabled bay within one location in close proximity of the Pub and in terms of extent of usable land.
  - 2.2 During the development of the Residential Site the Pub must have access at all times to the same amount of car parking as indicated above.
  - 2.3 The construction of the new car parking area and all other costs associated with any exchange of land are to be paid by P2.
  - 2.4 The new car parking area is to be constructed in a good and workmanlike manner to include inter alia adequate surface water drainage, the installation of edging kerbs where appropriate, a tarmacadam finish and the car parking bays to be marked out with white lines.
3. Upon P2 obtaining satisfactory planning permission the parties will proceed to exchange land with a view to each party ending up with the land as respectively outlined on the Plan and subject to clause 2 above.

4. In the event of P2 not completing the purchase of the Residential Site it is agreed that the Owner shall take the place of P2 and shall have the same rights and/or obligations to P1 as set out above (but only if and when a satisfactory planning consent in respect of the Residential Site is obtained and it is further agreed that the Owner shall be entitled to assign the benefit and burden of this Agreement at its election to that of a third party and the remaining relevant parties shall be obliged to enter into a deed of novation in respect of this Agreement on such terms as the Seller may reasonably propose) and it is further agreed that until P1 acquires the freehold interest in the Pub that the Owner shall be similarly bound by the rights and obligations with and to P2 in respect of this Agreement insofar as may be relevant.

**IN WITNESS** whereof the parties hereto have hereunto set their hands the day and year first before written

SIGNED as a Deed on behalf of )  
**E I GROUP PLC** )  
Acting by two duly authorised ) Authorised Signatory  
Signatories )  
 )  
 ) Authorised Signatory

SIGNED as a Deed on behalf of )  
**ONE NORTH PROPERTY LTD.** )  
Acting by two Directors or a ) Director  
Director and its Secretary )  
 )  
 ) Director/Secretary

SIGNED as a Deed on behalf of )  
**EXELBY GREEN DRAGON** )  
**COMMUNITY PUB LTD.** ) Director  
Acting by two Directors or a )  
Director and its Secretary )  
 )  
 ) Director/Secretary



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client ONE NORTH

project LAND AT EXELBY

drawing INDICATIVE SITE PLAN

scale 1:1000A3

date JUN 18

drw no S421 SK 002

status PRELIMINARY

rev C

TOTAL RED LINE  
 AREA 5963m<sup>2</sup>

RESIDENTIAL SITE  
 3783m<sup>2</sup>

Ten Trees

PUB SITE  
 2180m<sup>2</sup>

Green  
 Dragon  
 (PH)

South  
 View

Little  
 Kilvers

B 6285

PUB CAR PARK  
 ACCESS

St George's House

Green

The Haven

Orchards End

RESIDENTIAL SITE  
 ACCESS