



North

Yorkshire County Council

Chief Executive's Group

Our ref: 101315 SE

Your ref: NYM2008/0388/FL

Contact: Simon Evans

Carole Dunn, Solicitor

Assistant Chief Executive (Legal and Democratic Services)
County Hall, Northallerton, North Yorkshire, DL7 8AD

21 May 2009

NYMNPA

26 MAY 2009

CS

Dear Andrew

North York Moors National Park Authority – proposed section 106 agreement
Glaisdale Lane, Egton

Enclosed is a copy of the completed agreement in respect of the above..

Presumably you are now able to move to issue a Decision Notice in respect of the planning application. I have asked Scarborough Borough Council to make an entry in the Local Land Charges Register.

Yours sincerely

for Assistant Chief Executive (Legal and Democratic Services)

North York Moors National Park Authority
FAO Andrew Muir
The Old Vicarage
Bondgate
HELMSLEY
York
YO62 5BP

Lexcel
Practice Management Standard
Law Society Accredited



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DATE 20 May 2009

PARTIES

THE NATIONAL PARK	The North York Moors National Park Authority of the Old Vicarage Bondgate Helmsley North Yorkshire YO62 5BP
THE APPLICANT	Stephen Agar of 2 Esk View Egton Whitby North Yorkshire YO21 1UD
THE CHARGEES	The Royal Bank of Scotland plc of 27 Blackwellgate, Darlington, County Durham, DL1 5HX whose registered office is at 36 St Andrew Square Edinburgh EH2 2YB

DEFINITIONS

1972 Act	the Local Government Act 1972
1990 Act	the Town and Country Planning Act 1990
S56	Section 56 of the 1990 Act
S106	Section 106 of the 1990 Act
S111	Section 111 of the 1972 Act
Application	an application for planning permission made to the National Park on 30 May 2008 under reference NYM/2008/0388FL for the Development on the Land
Development	construction of an extension and lean-to to an existing agricultural building on the Land
Land	the land at Glaisdale Lane Egton North Yorkshire edged red on the Plan
Locality	the parish of Egton and the parishes contiguous to that parish
Plan	the Plan attached
Schedule	the Schedule to this Agreement

RECITALS

1. The National Park is the local planning authority for the purposes of the 1990 Act
2. The Applicant is the freehold owner of the Land (subject to a charge in favour of the Chargee dated 30 September 2003) which comprises part of an agricultural holding extending to 36.5 hectares over which the Applicant has exclusive rights to farm and he actively exercises those rights
3. The National Park has resolved to approve the Application subject to the prior execution of this Agreement without which planning permission for the Development would not be granted

THE AGREEMENT:-

1. This Agreement:-
 - (a) constitutes a planning obligation for the purposes of S106 and is made pursuant

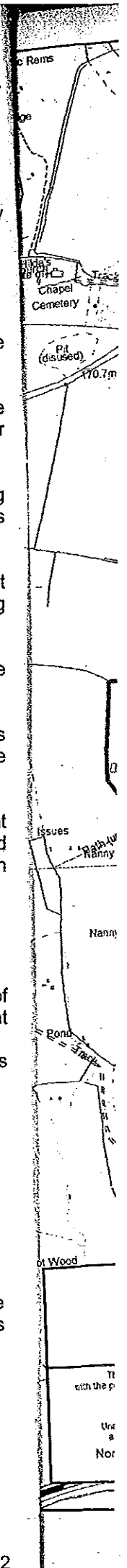
to the powers in S106 and S111

- (b) does not operate to grant any consent or approval under the 1990 Act or any other legislation
 - (c) shall be registered as a local land charge
 - (d) may only be varied by a Deed executed by the parties and expressed to be supplementary to this Agreement
2. The expressions "the National Park" and "the Applicant" and the "Chargee" shall include their respective successors in title and persons respectively claiming through or under them
 3. All references to statutory provisions in this Agreement shall be construed as including references to any statutory modification consolidation or re-enactment of such provisions
 4. The Applicant covenants with the National Park that all the interest which the Applicant has in the Land shall be permanently subject to the restrictions and provisions regulating the Development which are contained in the Schedule
 5. The planning obligation shall take effect only when the Development has begun by the carrying out of a material operation within the meaning of S56
 6. If the permission granted pursuant to the Application expires before the Development is begun or shall at any time be revoked this Agreement shall immediately cease to have effect
 7. The parties agree that this Agreement shall not operate to bind either the Applicant personally in respect of any period during which he no longer has an interest in the Land provided that if he parts with his interest in the Land he shall transfer the obligations in this Agreement to any successor in title
 8. The Chargee consents to the covenant made by the Owner in Clause 4
 9. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
 10. The parties shall each bear their own costs in the preparation and completion of this Agreement

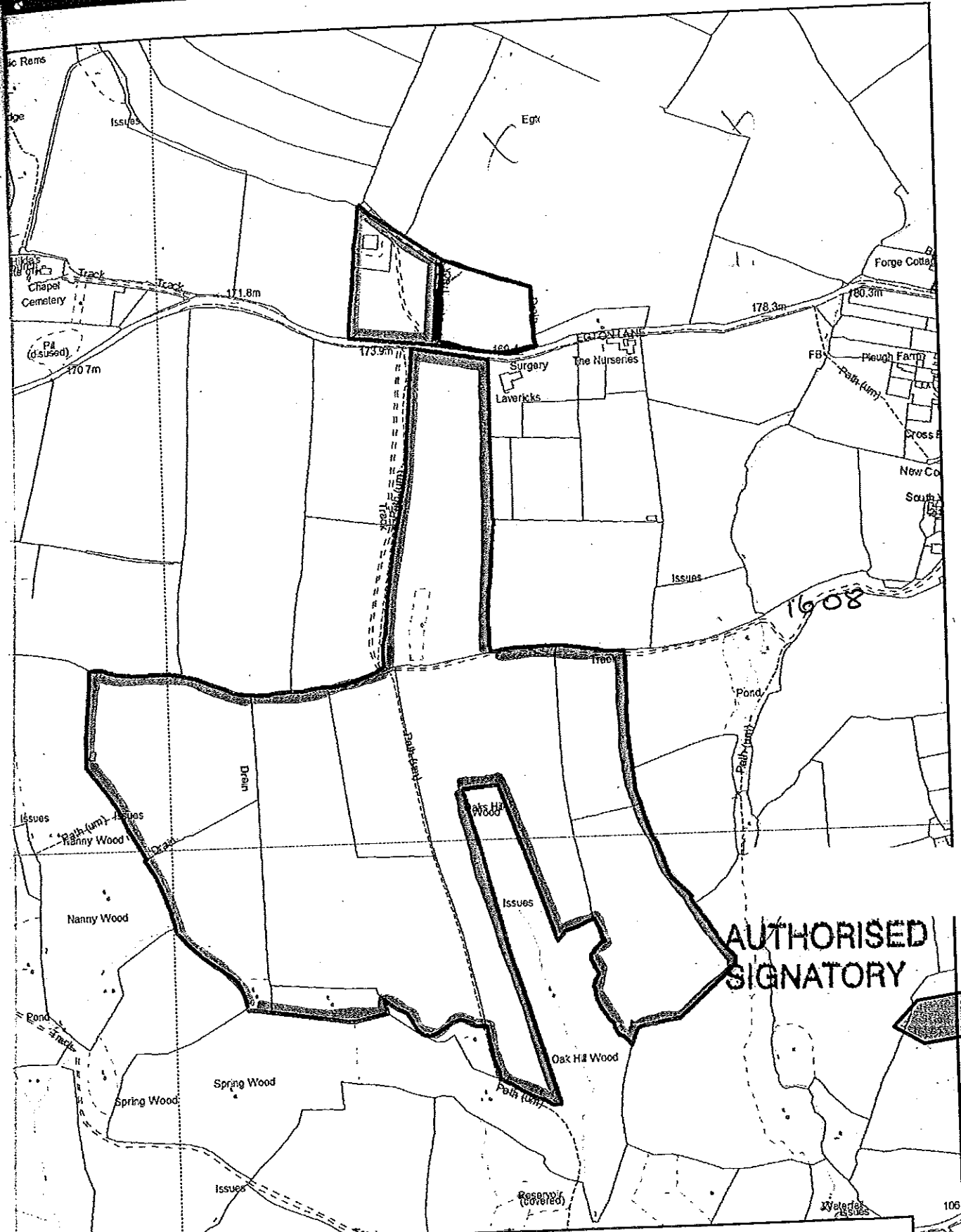
EXECUTED as a Deed on the date which first appears

THE SCHEDULE

the Owner covenants that in the event that he no longer occupies and actively operates the running of an agricultural holding in the Locality extending at least to 36.5 hectares and including the Land then the extension comprising the Development shall be removed from the Land and the site on which the extension was situated shall be returned to grass within a period of three months from that event first occurring



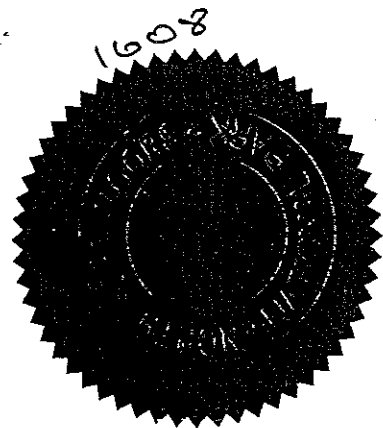
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AUTHORISED SIGNATORY

<p>PLAN TO ACCOMPANY SECTION 106 AGREEMENT RELATING TO LAND AT GLAISDALE LANE EGTON</p>			<p>Pre Pro Royal Bank of Scotland PLC Chartered Credit Documentation Manager</p>
<p>This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the controller of Her Majesty's Stationery Office © Crown copyright Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings North York Moors National Park Authority Licence No. 100021930 2009</p>	<p>NYM/2008/0388/FL</p>	<p>NORTH YORK MOORS NATIONAL PARK AUTHORITY The Old Vicarage Bongate Hawesley YO62 5BP Tel: 01439 770657 Fax: 01439 770691</p>	
	<p>Scale 1:5,000</p>	<p>N</p>	

THE COMMON SEAL OF THE NORTH YORK
MOORS NATIONAL PARK AUTHORITY was
affixed in the presence of:-



**AUTHORISED
SIGNATORY**

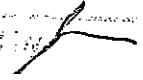
SIGNED AND DELIVERED as a Deed
by STEPHEN AGAR in the
presence of:-

X SM SMITH X
WESTFIELDS FARM
MICKLEBY
SALISBURY
CLEVELAND

SIGNED AND DELIVERED as a Deed by :-

as the Attorney in their capacity as
Documentor for and on behalf of OF THE ROYAL
BANK OF SCOTLAND PLC

in the presence of :-

Signed by 
as the Attorney in their capacity
as Documentor Sheffield Credit
Documentation for and on
behalf of Royal Bank of
Scotland Plc

Bank Official
ANNE BRACKES
Sheffield Credit Documentation
PO Box No. 602
2nd Floor, 42 High Street
Sheffield, S1 2YW