



North

**Yorkshire County Council**  
Chief Executive's Group

Our ref: LR 102326

Your ref: NYM/2009/0120/FL

Contact: Laura Renaudon

**Carole Dunn, Solicitor**

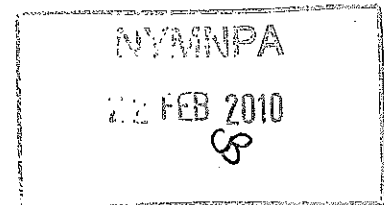
Assistant Chief Executive (Legal and Democratic Services)  
County Hall, Northallerton, North Yorkshire, DL7 8AD

18 February 2010

For the attention of Ailsa Teasdale

Dear Ailsa

Town & Country Planning Act 1990 – Section 106 Agreement  
Erection of a Game Keeper's Dwelling at Hillside Farm, Littlebeck



Further to my earlier e.mail of today's date please find enclosed a copy of the completed section 106 agreement for your records. I have sent the original to County Records for safe storage.

I will let you know when I have received confirmation from Scarborough BC of registration as a local land charge.

With kind regards

Yours sincerely

Laura Renaudon  
for Assistant Chief Executive (Legal and Democratic Services)

North York Moors National Park Authority  
The Old Vicarage  
Bondgate  
HELMSLEY  
North Yorkshire  
YO62 5BP

**Lexcel**  
Practice Management Standard  
Law Society Accredited



**keep north yorkshire thriving**

Signed  
for Head of Legal Services  
North Yorkshire County Council

DATE 18TH FEBRUARY 2010

PARTIES

THE NATIONAL PARK

THE NORTH YORK MOORS NATIONAL PARK  
AUTHORITY of the Old Vicarage, Bondgate, Helmsley,  
North Yorkshire YO62 5BP

THE OWNER

ROBERT FREDRIK MARTIN ADAIR of Barmoors, Hutton  
Le Hole, York, North Yorkshire, YO62 6UE

THE MORTGAGEE

HSBC PRIVATE BANK (UK) LIMITED (Co. Regn. No  
499482) of 78 St James's Street, London, SW1A 1JB

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 20 February 2009 under reference NYM/2009/0120/FL for the Development on the Site
Development	Erection of a detached dwelling with associated outbuildings and associated machinery store on the Site
Land	the whole of the Site and of Sleights Moor
Site	the land at Hillside Farm, Littlebeck, Whitby coloured <b>GREEN</b> on the Plan
Sleights Moor	the land at Sleights Moor, Sleights, Whitby, North Yorkshire edged <b>RED</b> on the plan
Plan	the Plan attached
First Schedule	the First Schedule to this Agreement
Second Schedule	the Second Schedule to this Agreement

NYMNP  
22 FEB 2010

NYMNP  
22 FEB 2010

RECITALS

1. The National Park is the local planning authority for the purposes of the 1990 Act by whom the obligations contained in this Agreement are enforceable
2. The Owner is the freehold owner of the Land and has charged the Land by way of legal mortgage to the Mortgagee
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
- 2.1 The expressions "The National Park" "the Owner" and "the Mortgagee" shall include their respective successors in title and persons respectively claiming through or under them
- 2.2 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
3. The Owner covenants with the National Park that all the interest which the Owner has in the Land shall be permanently subject to the restrictions and provisions regulating the Development which are contained in the First Schedule
4. 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
5. 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
6. The parties agree that this Agreement shall not operate to bind the Owner personally in respect of any period during which the Owner no longer has an interest in the Land but without prejudice to liability for any subsisting breach of this Agreement prior to parting with such interest and provided that if the Owner parts with the Land the Owner shall transfer the Owner's obligations in this Agreement to any successor in title and obtain a covenant from the transferee to do likewise on any subsequent disposal
7. The Mortgagee consents to the covenant made by the Owner in Clause 3 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 the breach whilst Mortgagee-in-possession. It shall not be liable for any pre-existing breach.
8. 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
9. The parties shall each bear their own costs in the preparation and completion of this Agreement
10. The National Park covenants with the Owner as set out in the Second Schedule

EXECUTED as a Deed on the date which first appears

FIRST SCHEDULE

COVENANTS BY THE OWNER

- (1) Not to part with his interest in the Land or any part thereof except by a transfer of the Site and the whole of Sleights Moor
- (2) Not to own the Site or permit it to be owned except by the same persons who for the time being own the freehold title to the whole of Sleights Moor
- (3) Not to permit any person to occupy the Site other than as their principal private dwelling
- (4) Not to permit any person to occupy the Site who is not currently employed or was last employed directly in the management of the whole of Sleights Moor (and if last employed who is no longer employed in any capacity whatsoever) and any dependants of such a person living with them
- (5) Not to occupy or permit to be occupied the Site at any time when it is in separate ownership from the whole of Sleights Moor

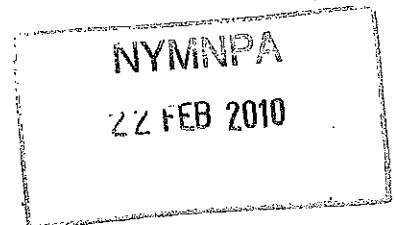
SAVE THAT

The Owner may at any time subsequent to this Agreement and **SUBJECT TO** obtaining the prior written consent of the National Park dispose of his interest in no more than 10% of the existing area of Sleights Moor without any resulting breach of the above covenants and in that case in this Schedule where reference is made to "the whole of Sleights Moor" that shall then be taken to refer to the whole of the retained part of Sleights Moor which for the avoidance of doubt shall at all times amount to at least 90% of the land area of Sleights Moor identified in the Plan

SECOND SCHEDULE

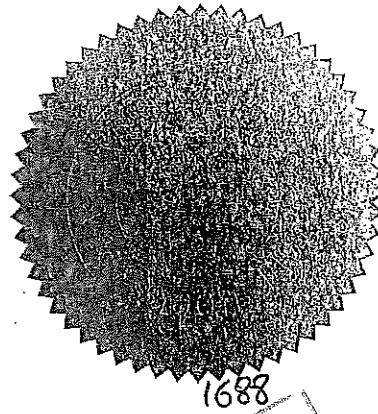
COVENANTS BY THE NATIONAL PARK

- (1) Not to unreasonably withhold any consent which may be given or required under the provisions of this Agreement

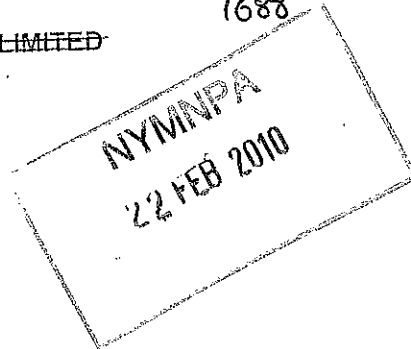


THE COMMON SEAL OF THE NORTH YORK  
MOORS NATIONAL PARK AUTHORITY was  
affixed in the presence of:-

# AUTHORISED SIGNATORY



~~THE COMMON SEAL OF HSBC PRIVATE BANK (UK) LIMITED~~  
was affixed in the presence of:-



 SIGNED AND DELIVERED as a Deed  
by ROBERT FREDRIK MARTIN ADAIR in the  
presence of:-

S. Reveller Mews  
1/cupforth  
Housekeeper.

IN WITNESS WHEREOF this document which is intended to take effect as a deed has  
been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day  
and year first above written.

SIGNED AND DELIVERED  
by



Attorney of  
HSBC Private Bank (UK) Limited

in the presence of:

Witness:

Address: **JAMES DEREK STEWART-EVANS**

Securities Department  
HSBC Private Bank (UK) Limited  
75 Abchurch Lane  
London  
EC4A 3DF

Occupation:

**BANK OFFICIAL**

(JOM 1Pk x 50)

POD 121

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ACC  
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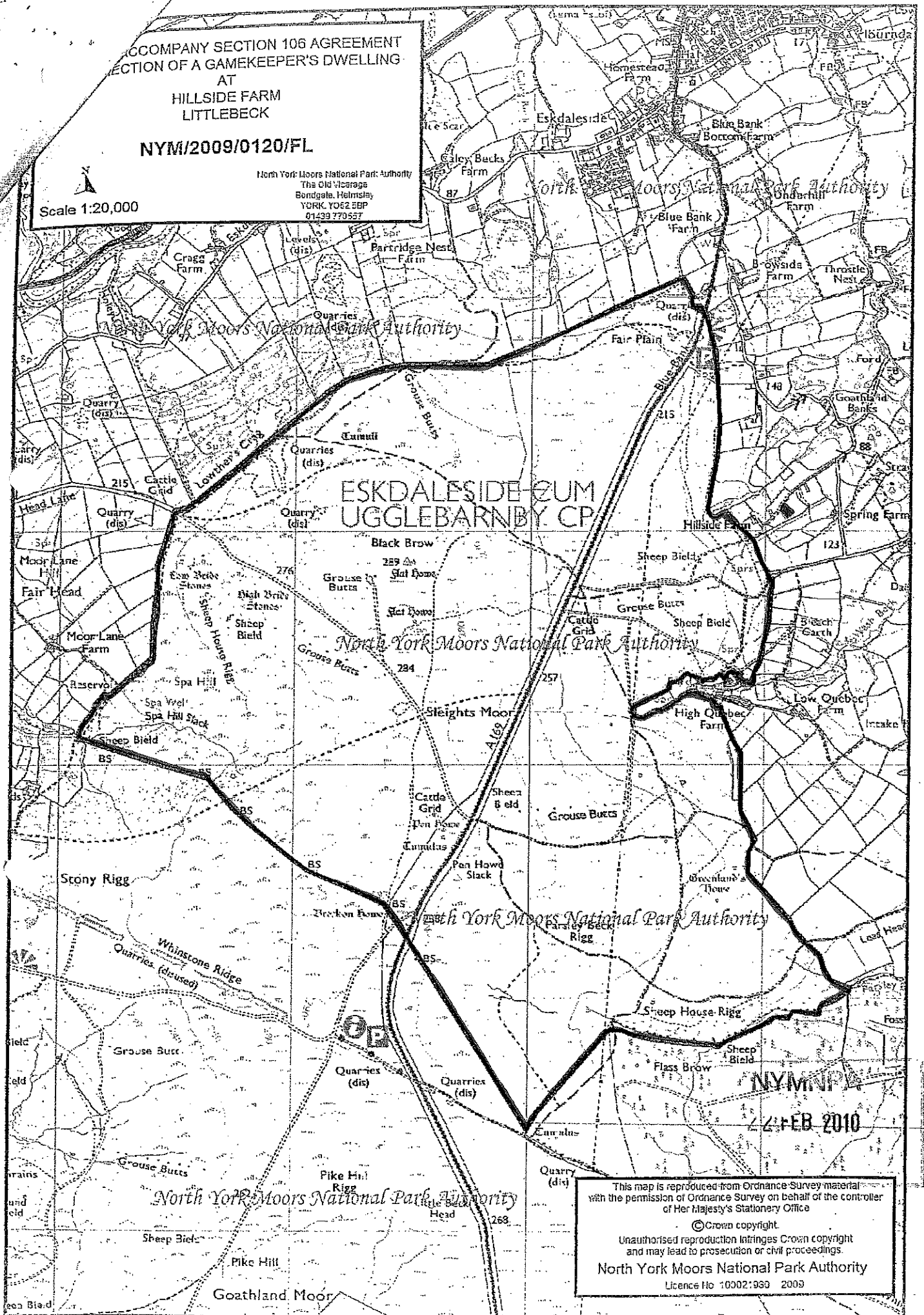
NY

COMPANY SECTION 106 AGREEMENT  
SECTION OF A GAMEKEEPER'S DWELLING  
AT  
HILLSIDE FARM  
LITTLEBECK

**NYM/2009/0120/FL**

Scale 1:20,000

North York Moors National Park Authority  
The Old Vicarage  
Bondgate, Helmsley  
YORK, YO62 5BP  
01439 770537



NYM/2009/0120/FL  
24 FEB 2010

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**North York Moors National Park Authority**  
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DATED 18TH FEBRUARY 2010

NORTH YORK MOORS NATIONAL PARK AUTHORITY

-and-

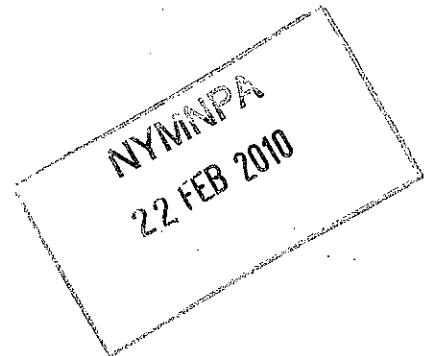
ROBERT FREDRIK MARTIN ADAIR

- and -

HSBC PRIVATE BANK (UK) LIMITED

SECTION 106 AGREEMENT

relating to land at Hillside Farm, Littlebeck, Whitby



Carole Dunn  
Assistant Chief Executive (Legal  
and Democratic Services)  
North Yorkshire County Council  
County Hall  
NORTHALLERTON  
DL7 8AD