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I certify this to be a true copy of the original

Signed  
Head of Legal Services  
North Yorkshire County Council

6 APRIL 2010

DATE

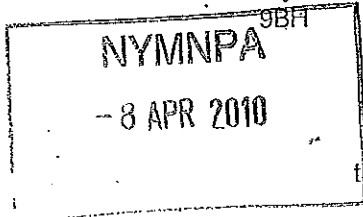
PARTIES

THE AUTHORITY

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

THE OWNER

THOMAS JAMES JONES and LINDA JONES of  
"Lyndhurst", 9 Breary Lane East, Bramphorpe, LEEDS LS16



DEFINITIONS

1972 Act

the Local Government Act 1972

1990 Act

the Town and Country Planning Act 1990

S106

Section 106 of the 1990 Act

S111

Section 111 of the 1972 Act

Application

an application for planning permission made to the  
Authority on 2 December 2009 under reference  
NYM/2009/0592/FL for the Development on the Land

Commencement

means the date upon which any works carried out  
however minor to alter or extend any of the  
Outbuildings are begun and "Commence" and  
"Commenced" shall be construed accordingly

Development

Alterations and extensions to outbuildings to form  
guest accommodation, 2 no. holiday letting cottages  
and stable block to include 5 loose boxes, feed store  
and tack room together with double garage building

Double Garage Building

the outbuilding due north of the Guest  
Accommodation shown edged in BLACK on the  
Plan

Guest Accommodation

the outbuilding edged in RED and shown marked no.  
1 on the Plan

Holiday Cottages

the outbuildings edged in RED and shown marked  
no.s 2 and 3 on the Plan

Land

the land at Ladysmith Farm, Ravenscar,  
Scarborough YO13 0NH registered at HM Land  
Registry under Title Number NYK244935 and shown  
edged BLUE on the Plan

Occupy as a Holiday Cottage

means to occupy as a paying guest of the Owner  
temporarily during periods of vacation in such  
manner as not to place permanent or long-term  
demands on health or education or other local

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services and for the avoidance of doubt not as a permanent or independent residential dwellinghouse

Outbuildings means any of the Holiday Cottages or the Guest Accommodation or the Double Garage Building or the Stable

Plan the Plan attached

Principal Dwelling the dwellinghouse known as Ladysmith Farm House situated upon the Land and shown edged GREEN on the Plan

Schedule the Schedule to this Agreement

Stable the outbuilding due east of the Principal Dwelling shown edged BLACK on the Plan

RECITALS

1. The Authority 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
3. The Authority 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:-

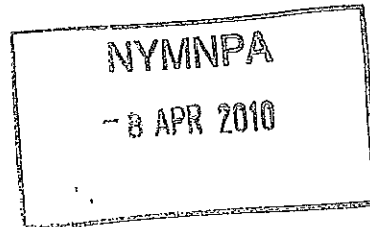
1. This Agreement:-
  - (a) constitutes a planning obligation for the purposes of S106 and is made pursuant to the powers in S106 and S111
  - (b) does not operate to grant any consent or approval under the 1990 Act or any other legislation
  - (c) shall be registered as a local land charge
  - (d) may only be varied by a Deed executed by the parties and expressed to be supplementary to this Agreement
- 2.1 The expressions "The Authority" and "the Owner" shall include their respective successors in title and persons respectively claiming through or under them and in the case of the Authority includes any successor to its statutory functions
- 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 Authority 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

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4. The planning obligation and covenants contained herein shall take effect immediately upon completion of this Agreement
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. A person who is not a party to this Agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
8. 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



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PLAN TO ACCOMPANY SECTION 106 AGREEMENT  
FOR ALTERATIONS AND EXTENSIONS TO OUTBUILDINGS TO FORM  
GUEST ACCOMMODATION, 2 No. HOLIDAY LETTING COTTAGES AND STABLE BLOCK  
TO INCLUDE FIVE LOOSE BOXES, FEED STORE AND TACK ROOM  
TOGETHER WITH DOUBLE GARAGE BUILDING

AT  
LADYSMITH FARM  
STOUBE BROW  
FYLINGDALES

NYM/2009/0592/FL

Scale 1:1,250

North York Moors National Park Authority  
The Old Vicarage  
Bondgate, Helmsley  
YORK YO62 5BP  
01439 770557

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NYMNP  
8 APR 2010

Cycle Path

Stoupe Brow

Browside Pony  
Trekking Centre

Ladysmith Farm

Trough

Howdale Side

Well

**AUTHORISED  
SIGNATORY**

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North York Moors National Park Authority

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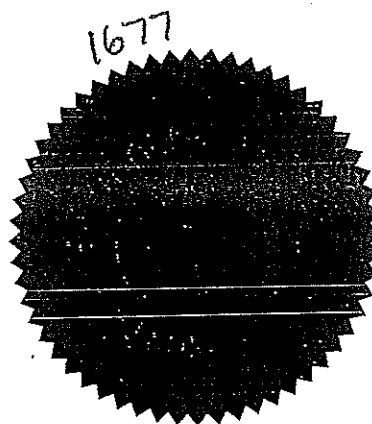
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FIRST SCHEDULE

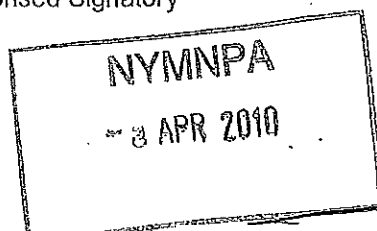
COVENANTS BY THE OWNER

- (1) Not to part with his interest in the Land or any part thereof except by a transfer of the whole of the Land
- (2) Not to own the Outbuildings or permit any Outbuilding to be owned except by the same persons who for the time being own the freehold title to the whole of the Land
- (3) Not to permit any person to occupy any Holiday Cottage except as a Holiday Cottage for a period of not more than 28 consecutive days
- (4) Not to permit the occupation of any Holiday Cottage by any person for more than 28 days any one calendar year
- (5) Not to permit any person to occupy the Guest Accommodation except as
  - a. accommodation ancillary to the use of the Principal Dwelling or
  - b. as a Holiday Cottage for a period of not more than 28 consecutive days
- (6) Not to permit the occupation of the Guest Accommodation other than as ancillary accommodation to the residential use of the Principal Dwelling or as a Holiday Cottage
- (7) Not to permit any Outbuilding to be occupied as a permanent or independent residential dwellinghouse

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 THOMAS JAMES JONES in the  
presence of:-

Name:

Address:

10 Breary Lane East, Bramhope  
Leeds LS16 9RT

Occupation:

Personal Assistant

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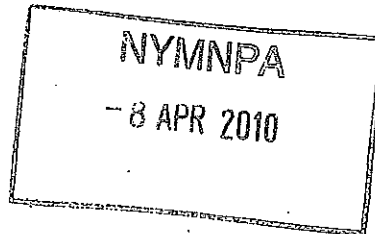
SIGNED AND DELIVERED as a Deed  
By LINDA JONES in the  
presence of:-

Name:

Address:

Occupation:

10 Breary Lane East, Bramhope,  
Leeds LS16 9RT  
Personal Assistant



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DATED

6 APRIL

2010

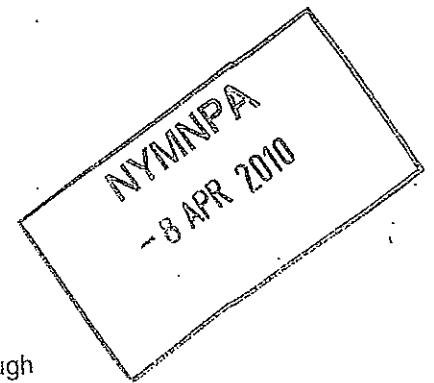
NORTH YORK MOORS NATIONAL PARK AUTHORITY

-and-

THOMAS JAMES JONES and LINDA JONES

SECTION 106 AGREEMENT

relating to land at Ladysmith Farm, Ravenscar, Scarborough



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