


DATED 2 November 2012


(RICHARD SMITH)

NORTH YORK MOORS NATIONAL PARK AUTHORITY

-and-

STEPHEN JOHN BARRETT and JOYCE MARY BARRETT

- and -

HSBC BANK plc

SECTION 106 AGREEMENT

relating to land at Hern Head House Farm, Troutdale, Snainton

Andy Wilson
Chief Executive (National Park Officer)
North York Moors National Park Authority
The Old Vicarage
Bondgate
Helmsley
York
YO62 5BP

DATE 2 November 2012

(RICHARD SMITH)

PARTIES

THE NATIONAL PARK The North York Moors National Park Authority of The Old Vicarage, Bondgate, Helmsley, York YO62 5BP

THE OWNER Stephen John Barrett and Joyce Mary Barrett of Hern Head House Farm Troutsdale Snainton YO13 9PS

THE MORTGAGEE HSBC Bank plc, 8 Canada Square, London E14 5HQ

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 National Park on 11 November 2010 under reference NYM/2010/0882/FL in respect of the Land for the conversion of redundant agricultural buildings to form three holiday cottages or local needs letting housing

Area the administrative area of the North York Moors National Park Authority

Blue Land the land identified as outlined in blue on the Plan

Land the Red Land and the Blue Land combined

Local Occupant Person(s) meeting the requirements of Core Policy J of the Local Development Framework

Occupy as a Holiday Cottage means to occupy as a paying guest of the Owners of the Land temporarily during periods of vacation in such manner as not to place permanent or long-term demands on health or education or other local services and for the avoidance of doubt not as a permanent or independent residential dwellinghouse and **Occupied** and **Occupation** shall be construed accordingly

Plan the Plan attached (Ref: NYM/2010/0882/FL)

Red Land the land identified as outlined in red on the Plan

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 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 would not be granted.
4. The parties to this Agreement have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948) and agree that the planning obligations it contains are:
 - a. necessary to make the Development acceptable in planning terms;
 - b. directly and fairly related to the Development; and
 - c. fairly and reasonably related in scale and kind to the Development.

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 which are contained in the Schedule
4. This Agreement shall take effect when planning permission has been granted
5. If the permission granted pursuant to the Application expires 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 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
7. The Mortgagee consents to the covenant made by the Owner in Clause 3.

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

EXECUTED as a Deed on the date which first appears in this Agreement

THE SCHEDULE

- (1) Not to part with their interest in the Land except by a transfer of the whole of the Land
- (2) Not to permit the Red Land to be owned except by the same persons who for the time being own the freehold title to the Blue Land
- (3) Not to occupy or permit to be occupied the Red Land except:-
 - (a) to occupy as a holiday cottage; or
 - (b) under a residential letting agreement by:
 - i. Persons who at the time of taking up occupation of the Land are currently living in a have permanently resided in the Area for 5 years or more and are living in accommodation that no longer meets their requirements; or
 - ii. Persons who at the time of taking up occupation of the Land do not currently live in the Area but who have (in the opinion of the National Park) a strong and long standing link to the local community including a previous period of residence in the Area of 5 years or more; or
 - iii. Persons who at the time of taking up occupation of the Land have an essential need to move to live close to relatives who are currently living in and have resided in the Area for at least the previous 5 years or more and require support for reasons of age or infirmity; or
 - iv. Persons who at the time of taking up occupation of the Land require support for reasons of age or infirmity and need to move to live close to relatives who are currently living and have resided in the Area for at least the previous 5 years or more; or
 - v. Persons who at the time of taking up occupation of the land need (in the opinion of the National Park) to live in the Area as a result of current sole employment within that parish or adjacent parishes within the Area.

SUBJECT in all cases to any qualifying period of occupation not having been accrued in breach of planning control

THE COMMON SEAL OF THE NORTH)

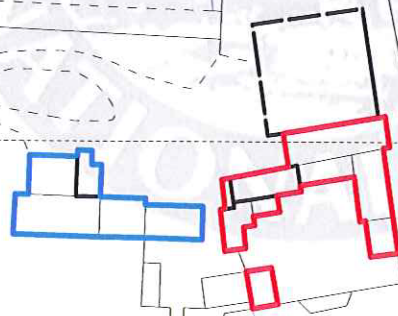
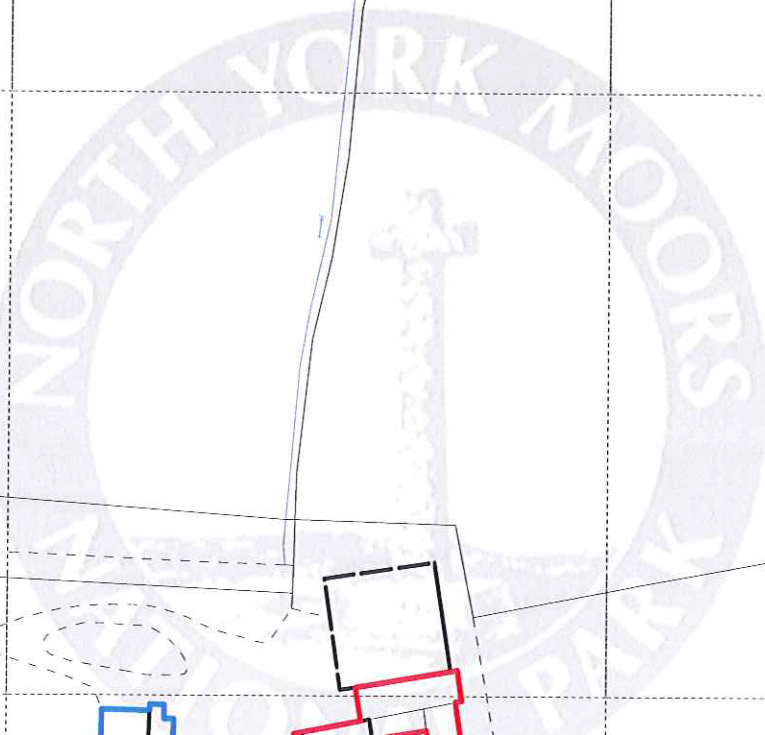
PLAN TO ACCOMPANY SECTION 106 AGREEMENT
AT
HERN HEAD HOUSE FARM
TROUTSDALE



Scale 1:1250

North York Moors National Park Authority
The Old Vicarage
Bondgate, Helmsley
YORK. YO62 5BP
01439 770657

NYM/2010/0882/FL

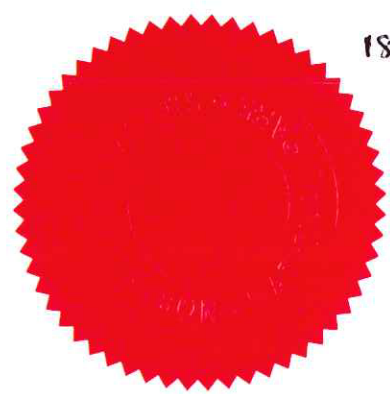


Hern Head House

*North York Moors
National Park*

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YORK MOORS NATIONAL PARK)
AUTHORITY was affixed in the)
presence of:-)



(Richard L Smith)
Authorised Signatory

SIGNED AND DELIVERED as a Deed)
by STEPHEN JOHN BARRETT in the)
presence of:-)

M S PURCELL
SOLICITOR
HERON HOUSE
CARWABY
BRIDLINGTON
EAST YORKS YO15 3QY

SIGNED AND DELIVERED as a Deed
by JOYCE MARY BARRETT in the
presence of:-

M S PURCELL
SOLICITOR
HERON HOUSE
CARWABY BRIDLINGTON YO15 3QY

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

Charles Adrian Brynmor Jones

Attorney of
HSBC Bank plc

in the presence of:

Witness:

Address:

Roland Anthony Wells

Occupation

