

DATE 7<sup>th</sup> September

2011

**PARTIES**

**THE AUTHORITY**

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

**THE OWNER**

**TERENCE JOSEPH HODGSON** and **DOREEN HODGSON** of Low Fairhead Farm, Grosmont, Whitby, North Yorkshire YO22 5PN and **DAVID JOSEPH HODGSON** of Fairhead Farm, Grosmont, Whitby, North Yorkshire YO22 5PN

**DEFINITIONS**

<b>1972 Act</b>	the Local Government Act 1972
<b>1990 Act</b>	the Town and Country Planning Act 1990
<b>S56</b>	Section 56 of the 1990 Act
<b>S106</b>	Section 106 of the 1990 Act
<b>S111</b>	Section 111 of the 1972 Act
<b>Application</b>	an application for planning permission made to the Authority on 18 March 2011 under reference NYM/2011/0144/FL for the Development of the Land
<b>Area</b>	means the administrative area of the Authority
<b>Commencement</b>	takes place on the date upon which the development is initiated in accordance with the provisions of S56 and " <b>Commence</b> " and " <b>Commenced</b> " shall be construed accordingly
<b>Development</b>	variation of condition 3 of Planning Permission previously granted under reference NYM/2007/0195/FL to allow the letting of the building known as the Annex upon the Land (marked edged <b>RED</b> on the Plan attached) as a dwellinghouse to persons meeting local occupancy criteria subject to the building being owned and let by the owner and occupier for the time being of Fairhead Farm which is also situate upon the Land (and marked edged <b>BLUE</b> on the Plan attached)
<b>Land</b>	the land at High Fairhead Farm incorporating Fairhead Farm registered (together with other land) at HM Land Registry under Title Number NYK243026 and shown edged <b>RED</b> and <b>BLUE</b> on

	the Plan
<b>Occupy</b>	means to occupy for the purposes for which Permission is granted but does not include occupation for the purposes of construction or fitting out and Occupier and Occupation shall be construed accordingly
<b>Permission</b>	means the planning permission to be granted for the Development
<b>Plan</b>	the Plan attached
<b>Schedule</b>	the Schedule to this Agreement

#### 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
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. 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

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 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
5. The planning obligation and covenants contained herein shall take effect immediately upon the granting of planning permission by the Authority for the Development
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

**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 Occupy the Annex nor permit it to be Occupied except by:
- (i) Persons who at the time of taking up Occupation are currently living in and 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 do not currently live in the Area but who have (in the opinion of the Authority) a strong and long standing link to the local community including a previous period of residence in the parish in which the Land is situated 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 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 need (in the opinion of the Authority) to live in the Area as a result of current sole employment within that parish or adjacent parishes within the Area.

together with the dependants or licensees or sub-tenants of such persons but SUBJECT in all cases to any qualifying period of residence not having been accrued in breach of planning control

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

 Authorised Signatory



Plan to accompany Section 106 Agreement for variation of condition 3 of planning approval NYM/2007/0195/FL to allow the residential annexe/agricultural workers accommodation to be used as local needs letting accommodation

at  
Annexe High Fairhead Farm, Grosmont

**NYM/2011/0144/FL**



Scale 1:1250

North York Moors National Park Authority  
The Old Vicarage  
Bondgate, Helmsley  
YORK, YO82 5BP  
01439 770657

Slurry Pit

Issues

Fairhead Farm

1306

**AUTHORISED  
SIGNATORY**

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**North York Moors National Park Authority**  
Ordnance Survey 100021930

**SIGNED AND DELIVERED** as a Deed  
By **TERENCE JOSEPH HODGSON** in the  
presence of:-

Name: D Parker  
Address: The Croft, Priory, Grosmont,  
Occupation: Joiner

**SIGNED AND DELIVERED** as a Deed  
By **DOREEN HODGSON** in the  
presence of:-

Name: D Parker  
Address: The Croft, Priory, Grosmont,  
Occupation: Joiner.

**SIGNED AND DELIVERED** as a Deed  
By **DAVID JOSEPH HODGSON** in the  
presence of:-

Name: D Parker  
Address: The Croft, Priory, Grosmont.  
Occupation: Joiner.

DATED 7<sup>th</sup> September 2011

**NORTH YORK MOORS NATIONAL PARK AUTHORITY**

-and-

**TERENCE JOSEPH HODGSON and DOREEN HODGSON**

- and -

**DAVID JOSEPH HODGSON**

**SECTION 106 AGREEMENT**

relating to land at High Fairhead Farm, Grosmont, North Yorkshire

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

Plan to accompany Section 106 Agreement for variation of condition 3 of planning approval NYM/2007/0195/FL to allow the residential annexe/agricultural workers accommodation to be used as local needs letting accommodation



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Slurry Pit

Issues

Fairhead Farm

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**North York Moors National Park Authority**

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