

DATE

12 January

2012

PARTIES

THE AUTHORITY

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

THE OWNERS

DAVID MARTIN PATTINSON and ANGELA MARY
PATTINSON both of Hogarth Hall, Boggle Hole, Fylingdales,
North Yorkshire YO22 AQQ

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
Authority on 6 September 2011 under reference
NYM/2011/0466/FL for the Development of the Land

Area

means the administrative area of the Authority

Commencement

takes place on the date upon which the development
is initiated in accordance with the provisions of S56
and "Commence" and "Commenced" shall be
construed accordingly

Development

Conversion of former function room building to 2 No.
residential annexes to dwellinghouses upon the land
marked edged RED on the Plan for occupation by
persons meeting local occupancy criteria

Land

the land at Hogarth Hill Farm Boggle Hole
Fylingdales registered (together with other land) at
HM Land Registry under Title Number NYK219771
and shown edged RED together with the land shown
edged GREEN on the Plan which is unregistered

Main Dwelling

the dwelling known as Hogarth Hall, shown edged
GREEN on the Plan

Occupy	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
Permission	means the planning permission to be granted for the Development
Plan	the Plan attached
Schedule	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 are the freehold owners 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 Owners" 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 Owners jointly and severally covenant with NYCC that all the interest which the Owners have 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 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 Owners personally in respect of any period during which the Owners no longer have an interest in the Land provided that if the Owners (or either of them) part with the Land the Owners shall transfer their obligations in this Agreement to any successor in title
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 OWNERS

- (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 dwellings comprising the Development nor permit them 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

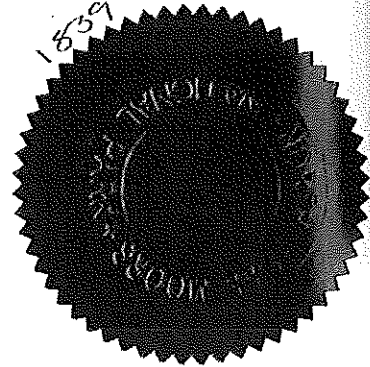
- (v) Persons who at the time of taking up Occupation need (in the opinion of the Authority) to live in the Area as a result of current sole employment within that parish or adjacent parishes within the Area; or
- (vi) members of the family of the occupier of the Main Dwelling

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:-

V J V

Authorised Signatory



SIGNED AND DELIVERED as a Deed
By DAVID MARTIN PATTINSON in the
presence of:-

Name: *J Jackson*
Address: *3 Bagdale Whiby*
Occupation: *Legal Secretary*

SIGNED AND DELIVERED as a Deed
By ANGELA MARY PATTINSON in the
presence of:-

Name: *J Jackson*
Address: *as above*
Occupation:

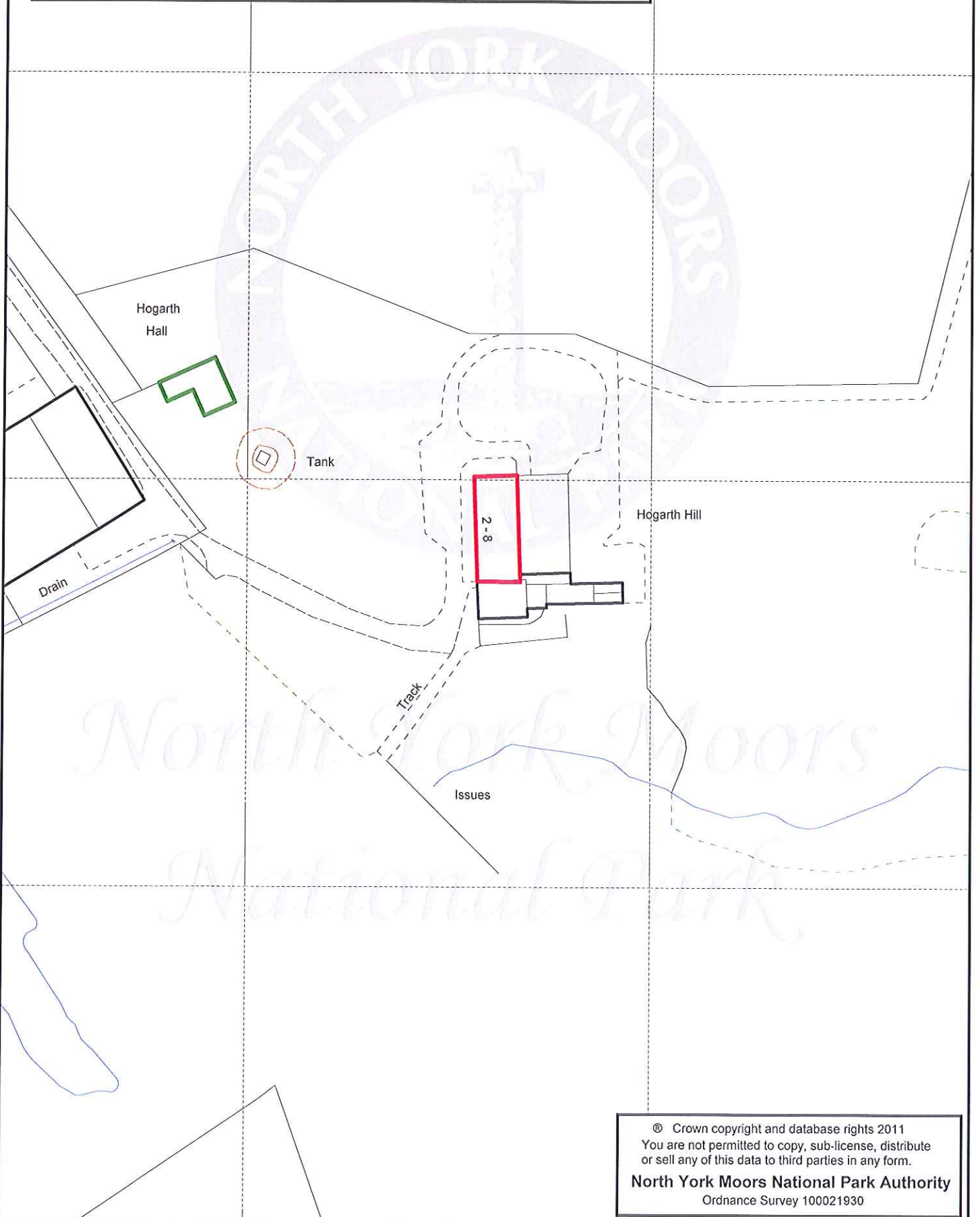
PLAN TO ACCOMPANY Section 106 Agreement AGREEMENT
FOR Mr & Mrs D Pattinson
AT
Hogarth Hill Farm
Boggle Hole, Fylingdales
YO22 4QQ



Scale 1:1250

North York Moors National Park Authority
The Old Vicarage
Bondgate, Helmsley
YORK, YO62 5BP
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NYM/2011/0466/FL



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North York Moors National Park Authority
Ordnance Survey 100021930