

PLANNING OBLIGATION BY DEED OF AGREEMENT
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO LAND ADJACENT TO GILLS FOLD, HARDY GRANGE, GRASSINGTON, NORTH
YORKSHIRE,

Dated 23rd March 2015

Yorkshire Dales National Park Authority (1)

THOMAS WILLIAM FRANCIS CHERRY (2)

This DEED is made the *twenty third* day of *March* two thousand and *fifteen* between

- (1) THE YORKSHIRE DALES NATIONAL PARK AUTHORITY of Yoredale Bainbridge Leyburn North Yorkshire DL8 3EL
("the Authority")
- (2) THOMAS WILLIAM FRANCIS CHERRY of 2A Woodside Grassington Skipton, North Yorkshire BD23 5NE
("the Owner")

INTRODUCTION

1. The Authority is the local planning authority for the purposes of the Act for the area in which the Site is situated
2. The Owner is the freehold owner of the Site
3. The Owner has submitted the Application to the Authority and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

IN THIS DEED the following expressions shall have the following meanings:-

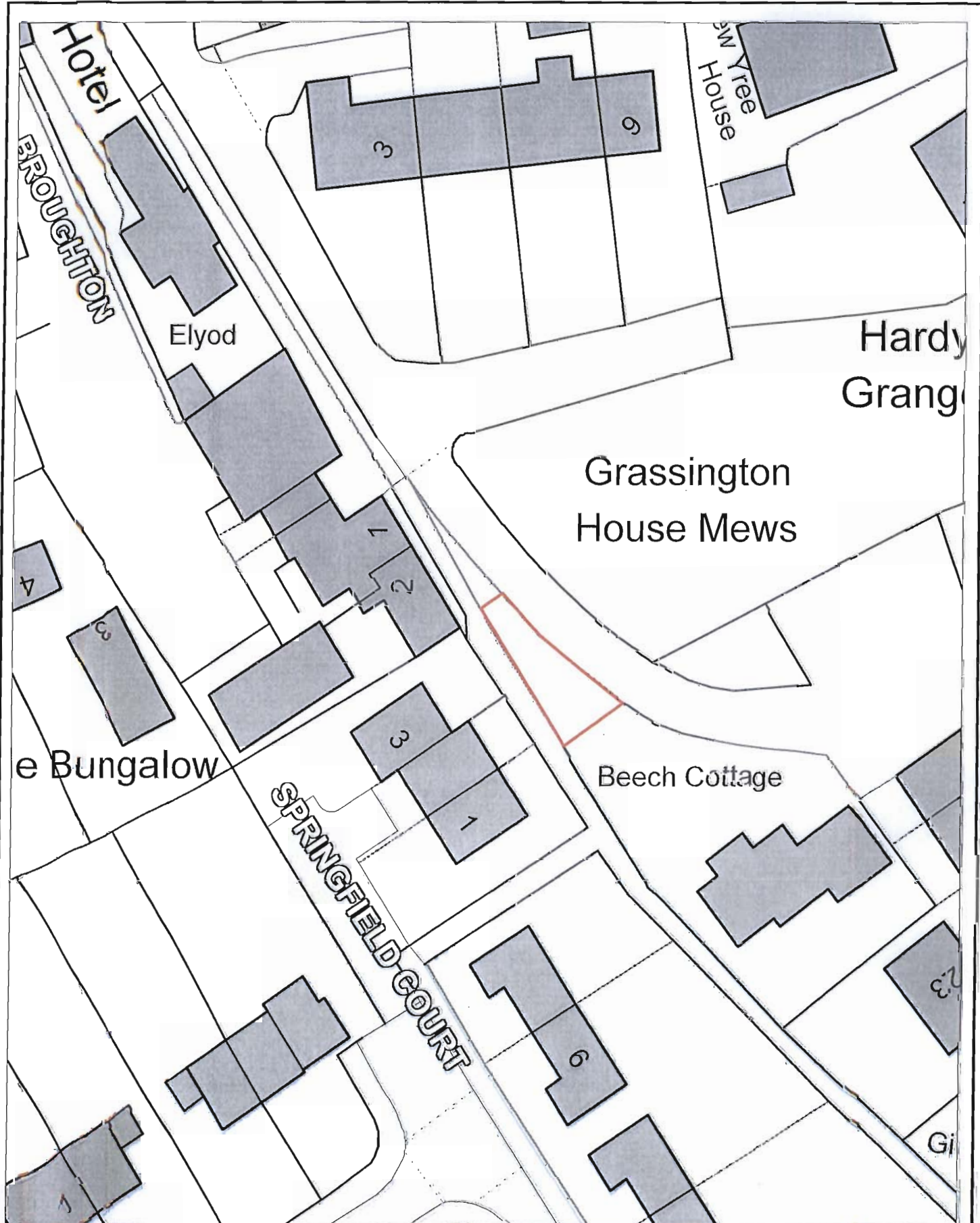
"the Act"	the Town and Country Planning Act 1990 (as amended)
"the Application"	the application for full planning permission reference number C/33/424A for the Development
"the Site"	the land adjacent to Gills Fold, Hardy Grange, Grassington, North Yorkshire being part of the land registered at HM Land Registry under title number NYK171647 and shown edged red on the Plan
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"the Plan"	the plan annexed hereto

LOCATION PLAN IN RESPECT OF SECTION 106 AGREEMENT
FULL PLANNING PERMISSION FOR CONVERSION AND EXTENSION
OF EXISTING GARAGE TO FORM TWO STOREY DWELLINGHOUSE FOR DISABLED RESIDENT
AT GARAGE, GILLS FOLD, GRASSINGTON

C/33/424A

SE00336393

C/33/414A



“the Development”	The development described in the Application for full Planning Permission for conversion and extension of existing garage to form a two storey dwelling house and shall include any amended or substantially similar Application relating to the Site
“Dwelling”	the dwelling to be constructed pursuant to the Planning Permission
“National Park”	land within the administrative boundary of the Authority
“Split Parish”	a parish part of which falls within the National Park
“Notice”	the written notice served on the Authority by the Owner pursuant to paragraph 4 of the Schedule hereto
“Planning Permission”	the planning permission granted for the Development
“Qualifying Person”	a person who fulfils the local needs criteria set out in paragraph 7 of the Schedule hereto together with their spouse or partner and their children and dependants

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Authority the successor to its statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Authority as local planning authority against the Owner.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 6.1 and 7.1 which shall come into effect immediately upon completion of this Deed.

5 OWNER' S COVENANTS

The Owner hereby covenants to observe and fulfil the covenants contained in the Schedule hereto

6. AUTHORITY'S COVENANTS

- 6.1 The Authority covenants to issue the Planning Permission within ten working days of completion of this Deed or payment of the costs referred to in clause 7.1 below whichever is the later

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Authority on completion of this Deed the reasonable legal costs of the Authority in the sum of £ 500 plus VAT incurred in the negotiation, preparation and execution of this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a local land charge by the Authority.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Authority under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement approval consent or expression of satisfaction shall be given on behalf of the Authority by the Head of Development Management and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Authority shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without consent of the Owner) it is modified by any statutory procedure.

9. WAIVER

No waiver(whether express or implied) by the Authority of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

SCHEDULE

1. Not to occupy or permit the Dwelling to be occupied by any person other than a Qualifying Person for use as his /her principal or main residence
2. For the avoidance of doubt not to use or let or permit any person to use or let the Dwelling as a holiday home, second home or short term let holiday accommodation
3. The Dwelling shall not be occupied unless the Authority's prior written approval to the occupation has been given in accordance with paragraph 8
4. Prior to the proposed occupation of the Dwelling the Owner shall serve on the Authority the Notice containing the information set out in paragraph 6
5. The Owner shall provide the proposed occupier with a copy of this Agreement.
6. The Notice shall state:
 - 6.1 The name and address at the date of the Notice of the proposed occupier;
 - 6.2 Details of how the proposed occupier satisfies the criteria in paragraph 7 below;and
 - 6.3 That the proposed occupier is aware of the terms of this Agreement.
7. The relevant criteria for a proposed occupier of the Dwelling are:-
 - 7.1 the Dwelling must be the main or principal residence of the proposed occupier and
 - 7.2 the proposed occupier has established a need to live in the Dwelling by being either
 - 7.2.1 Existing residents of the National Park establishing a separate household or purchasing a property for the first time; or
 - 7.2.2 A head of household who is or whose partner is in or is taking up full-time permanent employment in an already established business within the National Park or within a Split Parish. Where a person is employed in an established business that operates in multiple locations, their employment activities take place predominantly inside the National Park; or
 - 7.2.3 Householders currently living permanently in a dwelling which is either shared but not self contained, overcrowded, or is otherwise unsatisfactory by environmental health standards and which is within the National Park or within a Split Parish ;or
 - 7.2.4 Elderly or disabled persons requiring sheltered or otherwise more suitable accommodation who already live permanently within the National Park or within a Split Parish; or
 - 7.2.5 Persons having to leave tied accommodation within the National Park or within a Split Parish; or
 - 7.2.6 Former residents of the National Park or within Split Parish whose case is accepted in writing by the Authority as having a need to return to the National Park.

- 7.3 The categories of persons set out in paragraphs 7.2.1, 7.2.3, 7.2.4 and 7.2.5 above will apply only to persons who have resided permanently in the National Park for the preceding three years.
- 7.4 The categories of persons set out in paragraph 7.2.6 above will apply to residents who have resided in the National Park for a minimum of 10 years.
- 8 If the Authority is satisfied after receipt of the Notice that the proposed occupier complies with the terms of this Schedule it shall provide the Owner with written confirmation of approval in respect of the proposed occupier.
- 9 If the Authority is not satisfied after receipt of the Notice that the proposed occupier complies with the terms of this Schedule it shall provide the Owner with written notice of refusal in respect of the proposed occupier.

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SIGNED AND DELIVERED by)
the said)
THOMAS WILLIAM FRANCIS CHERRY)
in the presence of:)

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WITNESS SIGN)
WITNESS NAME)
WITNESS ADDRESS:)

JOHN ANTHONY EZESON
THE OLD RECTORY
3 HEBDEN ROAD,
GRASSINGTON
RETIRED SOLICITOR

THE COMMON SEAL OF the YORKSHIRE)
DALES NATIONAL PARK AUTHORITY)
was hereunto affixed under the)
authentication of:)



601

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The Officer appointed for
this purpose