

Dated

30th March

2021

Yorkshire Dales National Park Authority (1)

Edith Wendy Riley (2)

DEED OF AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990
(as amended) relating to land

to the north of Thorpe Skipton North Yorkshire

known as Low Ground Barn

This DEED is made the *thirtieth* day of *March* two thousand and twenty one between

- (1) THE YORKSHIRE DALES NATIONAL PARK AUTHORITY of Yoredale Bainbridge
Leyburn North Yorkshire DL8 3EL
("the Authority")

- (2) EDITH WENDY RILEY of Bark Laithe Farm Flasby Skipton North Yorkshire BD23
3QD
("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/70/8C for the Development

- "the Site" the land to the north of Thorpe Skipton North Yorkshire known as Low Ground Barn being part of the land registered at HM Land Registry under title number NYK366225 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

"the Development"

the development described in the Application for full Planning Permission for change of use of barn to form camping barn accommodation and installation of package treatment plant and siting of external generator

"Planning Permission"

the planning permission granted for the Development

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 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 First Schedule hereto.

6 AUTHORITY'S COVENANTS

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 £600 (inclusive of any VAT payable) 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.

- 7.7 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.
- 7.8 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 **SAVE THAT** if the Authority agrees pursuant to an application under Section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission and references in this Agreement to "the Application" "the Planning Permission" and "the Development" shall be construed accordingly.
- 7.9 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.

8 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.

FIRST SCHEDULE

SERVICE CONNECTIONS

1. Not to construct or allow or authorise the construction of overhead service lines (power or telecommunications) to service the Development.

SIGNED AND DELIVERED by)
the said)
EDITH WENDY RILEY)
in the presence of:)



W
I SIGNATURE:
T
N NAME :
E
S ADDRESS :
S



JANE L VINCENT
1 Gill View
Ingleton.
LA6 3FD
N Yorkshire.

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



Cf Bemas

The Officer appointed for
this purpose

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1:1000

LOCATION PLAN IN RESPECT OF SECTION 106 AGREEMENT

FULL PLANNING PERMISSION FOR CHANGE OF USE OF BARN TO FORM
CAMPING BARN ACCOMMODATION AND INSTALLATION OF
PACKAGE TREATMENT PLANT AND SITING OF EXTERNAL GENERATOR
LOW GROUND BARN, THORPE

SE00986278

C/70/8C

