

Dated

3rd September

2024

Yorkshire Dales National Park Authority (1)

Craven Cattle Marts Limited (2)

Barclays Security Trustee Limited (3)

DEED OF AGREEMENT

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

Scotch Ones Laithe Malham Road Hellifield

This DEED is made the third day of September two thousand and twenty four between

- (1) THE YORKSHIRE DALES NATIONAL PARK AUTHORITY of Yoredale Bainbridge Leyburn North Yorkshire DL8 3EL
(“the Authority”)
- (2) CRAVEN CATTLE MARTS LIMITED (Co reg No 00175528) whose registered office is at Auction Mart Gargrave Road Skipton North Yorkshire BD23 1UD
(“the Owner”)
- (3) BARCLAYS SECURITY TRUSTEE LIMITED (Co reg No 10825314) whose registered office is at 1 Churchill Place London, E14 5HP
(“the Mortgagee”)

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 Mortgagee is the registered proprietor of a charge dated 21st November 2018 over that part of the Site registered under title number NYK242852 and has agreed to enter into this Deed in order to consent to the terms hereof
4. 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/42/603A for the Development
“the Site”	the land at Scotch Ones Laithe Malham Road Hellifield Skipton North Yorkshire being part of the land registered at HM Land Registry under title numbers NYK440292 and NYK242852 and shown edged red on the Plan

LOCATION PLAN IN RESPECT OF SECTION 106 AGREEMENT

Full planning permission for conversion of barn to local occupancy dwelling/holiday accommodation with associated access, parking and package treatment plant at Scotch Ones Laithe, Malham Road, Hellifield



Reference: C/42/603A

Scale: 1:1,250 Grid Reference: SD863567




Barclays Security Trustee Limited
Business Lending Services, PO Box 16276, One Snowhill,
Snowhill Queensway Birmingham, B2 2XE

"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 conversion of barn to local occupancy dwelling/holiday accommodation with associated access, parking and package treatment plant
"Dwelling"	the barn to be converted pursuant to the Planning Permission as shown coloured blue on the Plan
"National Park"	land within the administrative boundary of the Authority
"Split Parish"	a parish part of which falls within the National Park
"Planning Permission"	the planning permission granted for the Development
"Qualifying Person"	a person who at the time of their commencement of occupation of the Dwelling fulfils the local needs criteria set out in the Second Schedule hereto together with their spouse or partner and their children and dependants
"North Yorkshire Council"	means North Yorkshire Council being the District Council for the area in which the Dwelling is located and includes any statutory successor thereto
"Evidence of Unsuccessful Marketing"	means in respect of each twelve week period stipulated in para 4 of the First Schedule hereto written confirmation provided by an Estate Agent, Letting Agent or Chartered Surveyor who

commonly practises in the National Park that the Dwelling has been marketed unsuccessfully for rent or sale (as applicable) for the twelve week period at a price/rent that reflects the restrictions on occupation contained in this Deed, and such confirmation shall include:

(i) Copies of the sales or letting particulars

(ii) A record of all viewings received during the relevant twelve week period

(iii) Confirmation that the said particulars have been advertised on the Estate or Letting Agent's website for each twelve week period or copies of at least two advertisements relating to the availability of the Dwelling for sale or rent (as applicable) placed in newspapers commonly circulated in the National Park during each twelve week period

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 8.1 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 and Second Schedules 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 8.1 below whichever is the later.

7 MORTGAGEE'S CONSENT

The Mortgagee hereby consents to the giving of the covenants by the Owner contained in the First and Second Schedule hereto and the Mortgagee hereby agrees to be bound by the said covenants only in the event that it becomes mortgagee in possession, and that such liability will cease once it has parted with its interest in the Site.

8 MISCELLANEOUS

- 8.1 The Owner shall pay to the Authority on completion of this Deed the reasonable legal costs of the Authority in the sum of £500 (inclusive of any VAT payable) incurred in the negotiation, preparation and execution of this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registrable as a local land charge by the Authority.
- 8.4 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.

- 8.5 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.
- 8.6 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 **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.
- 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.

FIRST SCHEDULE

RESTRICTION ON OCCUPATION

1. The Dwelling shall not be occupied other than in accordance with paragraph 2 below.
2. The Dwelling shall not be occupied other than **EITHER**:
 - 2.1 as short term let holiday accommodation **PROVIDED THAT** no person shall occupy the Dwelling as short term let holiday accommodation for more than 28 consecutive days in any calendar year and in any event for no more than a total of 56 days in any one calendar year; **OR**
 - 2.2 subject to paragraphs 3-5 below by a **Qualifying Person** for use as his /her principal or main residence.
3. The Dwelling shall not be occupied by a Qualifying Person unless the Authority has given prior written approval that the proposed occupier is a Qualifying Person and satisfies the requirements of this Deed.
4. In the event that no Qualifying Person can be found to occupy the Dwelling within twelve weeks of the Dwelling being marketed as available for occupation by a Qualifying Person and **PROVIDED THAT** the Authority has certified in writing that the Owner has provided the Authority with Evidence of Unsuccessful Marketing then the provisions of Paragraph 5 below shall apply.
5. When the provisions of this paragraph apply the definition of "National Park" for the purposes of the Second Schedule hereto shall also include land within the administrative area of North Yorkshire Council **PROVIDED THAT** on any subsequent proposed change in occupation of the Dwelling the original definition of "National Park" shall reapply.

REGISTER REGARDING OCCUPATION AND PROVISION OF INFORMATION

6. Subject to provisions of the General Data Protection Regulations the Owner shall maintain an up to date register of all persons occupying the Dwelling as short term holiday accommodation in accordance with paragraph 2.1 above. The register shall include the names of all occupants, their main home addresses and the date and length of their stay. The Owner shall make the register available to the Authority within fourteen days of a written request by the Authority.
7. The Owner shall supply to the Authority within two weeks of the Authority's written request such information as the Authority may reasonably require in order to determine whether the restrictions and obligations contained in this Deed are being observed.

SERVICE CONNECTIONS

8. Unless otherwise agreed by the Authority (such agreement to be in writing and expressly stated to having been given under the provisions of this Deed) not to construct or allow or authorise the construction of overhead service lines (power or telecommunications) to service the Development

SECOND SCHEDULE

QUALIFYING PERSON

The local needs criteria for proposed occupation by a Qualifying Person of a Dwelling are:-

1. the Dwelling must be the main or principal residence of the proposed occupier;
and
2. the proposed occupier has established a need to live in the Dwelling by being either
 - 2.1 Existing residents of the National Park establishing a separate household, purchasing a property for the first time, downsizing to a more manageable home or requiring more space for a growing family; or
 - 2.2 A head of household who is or whose partner is in or is taking up full-time permanent employment or self employment within the National Park or within a Split Parish. Where a person is employed in a business that operates in multiple locations, their employment activities take place predominantly inside the National Park; or
 - 2.3 A household that has a child at a school within the National Park; or
 - 2.4 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
 - 2.5 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
 - 2.6 Persons having to leave tied accommodation within the National Park or within a Split Parish; or
 - 2.7 Former residents of the National Park or within a Split Parish whose case is accepted in writing by the Authority as having a need to return to the National Park.
3. The categories of persons set out in paragraphs 2.1, 2.4, 2.5 and 2.6 above will apply only to persons who have resided permanently in the National Park (or Split Parish) for the preceding three years.
4. The categories of persons set out in paragraph 2.7 above will apply to residents who have resided in the National Park (or Split Parish) for a minimum of 10 years.

EXECUTED AS A DEED

By CRAVEN CATTLE MARTS LIMITED
Acting by a Director and Company
Secretary or two Directors

DIRECTOR)

DIRECTOR/COMPANY SECRETARY)

[Handwritten signature]
[Handwritten signature]

EXECUTED AS A DEED

By BARCLAYS SECURITY TRUSTEE LIMITED
Acting by its attorney
In the presence of:

) *[Handwritten signature]* MR TADLVINOR JANACOR
) *[Handwritten signature]* AVIT DEOCHI

	Initials	Date
QCC	AD	2/7/24

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

)
)
)
)



[Handwritten signature]

The Officer appointed for
this purpose

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