

THIS DEED is dated the 20th day of May 2016

BETWEEN:

- (1) THE NORTH YORK MOORS NATIONAL PARK AUTHORITY of The Old Vicarage, Bondgate, Helmsley, York YO62 5BP ("National Park Authority"); and
- (2) ALAN THURLOW and RUTH THURLOW of Fryup Gill Farm, Fryup, Whitby, YO21 2AP ("Owner")

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 National Park Authority under reference NYM/2015/0826/FL for the Development on the Site
Commencement of the Development	means the date upon which any works comprising a material operation pursuant to S56 are begun and Commence and Commenced shall be construed accordingly
Development	demolition of existing agricultural buildings and construction of cycle centre building comprising bunk rooms, café, shop and multi use / training facility, construction of storage shed, use of land for the siting of 6 no. camping pods, creation of parking area, and associated landscaping works in accordance with the Application
Events	pedal cycle rallies, pedal cycle training, pedal cycle competitions and pedal cycle races which exceed 8 (eight) hours in duration or 100 (one hundred) attendees
Index	the 12 month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore
Index Linked	such increase or decrease to sums payable pro-rata per diem from the date of this Agreement until such date that payment of the sum is made based upon the difference between the Index at the date of this Agreement and the Index at the date of payment
Land	the land at Fryup Gill Farm, Fryup edged blue on the Plans
Part 4	Part 4 (Temporary Buildings and Uses) of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any replacement provisions)

Plans	the two Plans attached to this Agreement
Schedule	the Schedule to this Agreement
Site	the land at Fryup Gill Farm, Fryup edged purple on the Plans
Landscaping Scheme	a scheme for the management of all woodland, woodland areas, scrubland, fields, trees, hedges, grassland, dry stone walls and associated landscaping at the part of the Site and Land hatched yellow on the Plans and that accords with good environmental, conservation, wildlife habitat and estate management principles and to include long term management of proposed and existing trees, plants, vegetation and structures and to include a long term programme of new planting and replacement planting to ensure effective and year-round screening of the Development in perpetuity

RECITALS

1. The National Park Authority is the local planning authority for the purposes of section 106 of the 1990 Act by whom the provisions of this Agreement are enforceable
2. The Owner is the proprietor of the freehold interest in the Site and Land as registered at the Land Registry (together with other land) under title number NYK420137.
3. The National Park 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

Plan to Accompany Section 106 Agreement Town and Country Planning Act 1990

For: demolition of existing agricultural buildings and construction of cycle centre building comprising bunk rooms, cafe, shop and multi use/training facility, construction of storage shed, use of land for the siting of 6 no. camping pods, creation of parking area and associated landscaping works

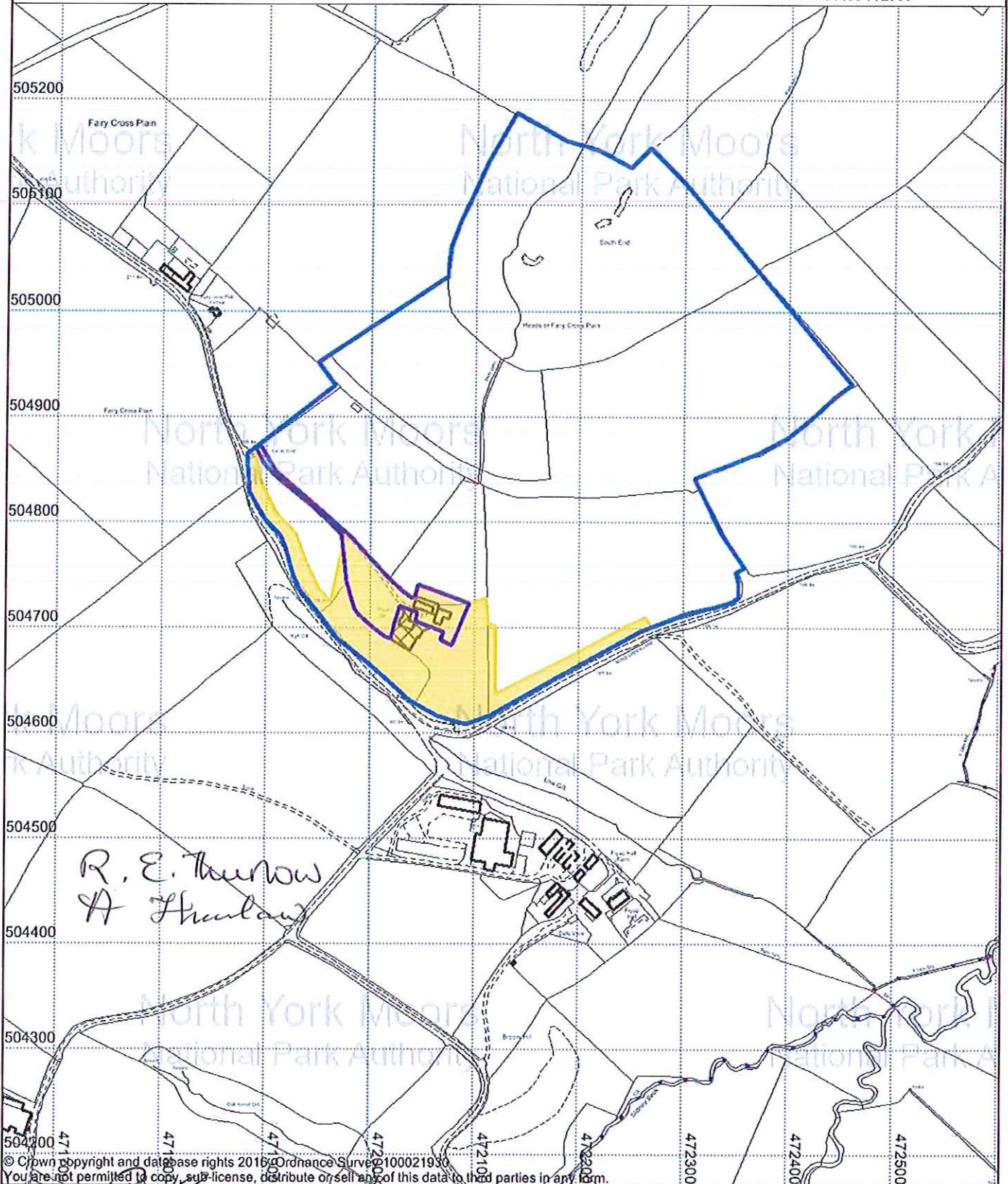
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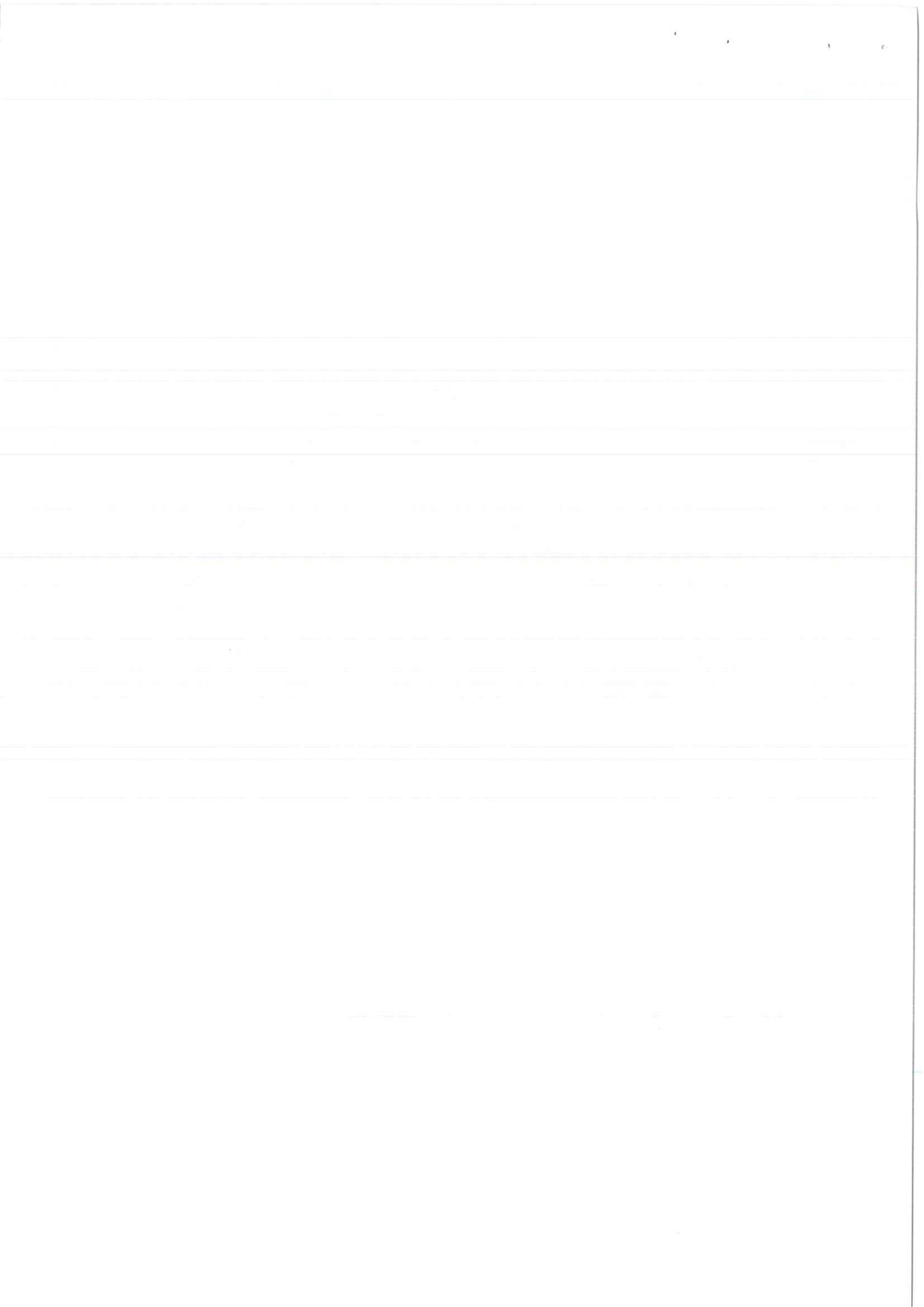


At: Fryup Gill Farm, Fryup

NYM/2015/0826/FL

North York Moors National Park
Authority
The Old Vicarage
Bondgate
Helmsley YO62 5BP
01439 772700





Plan to Accompany Section 106 Agreement Town and Country Planning Act 1990

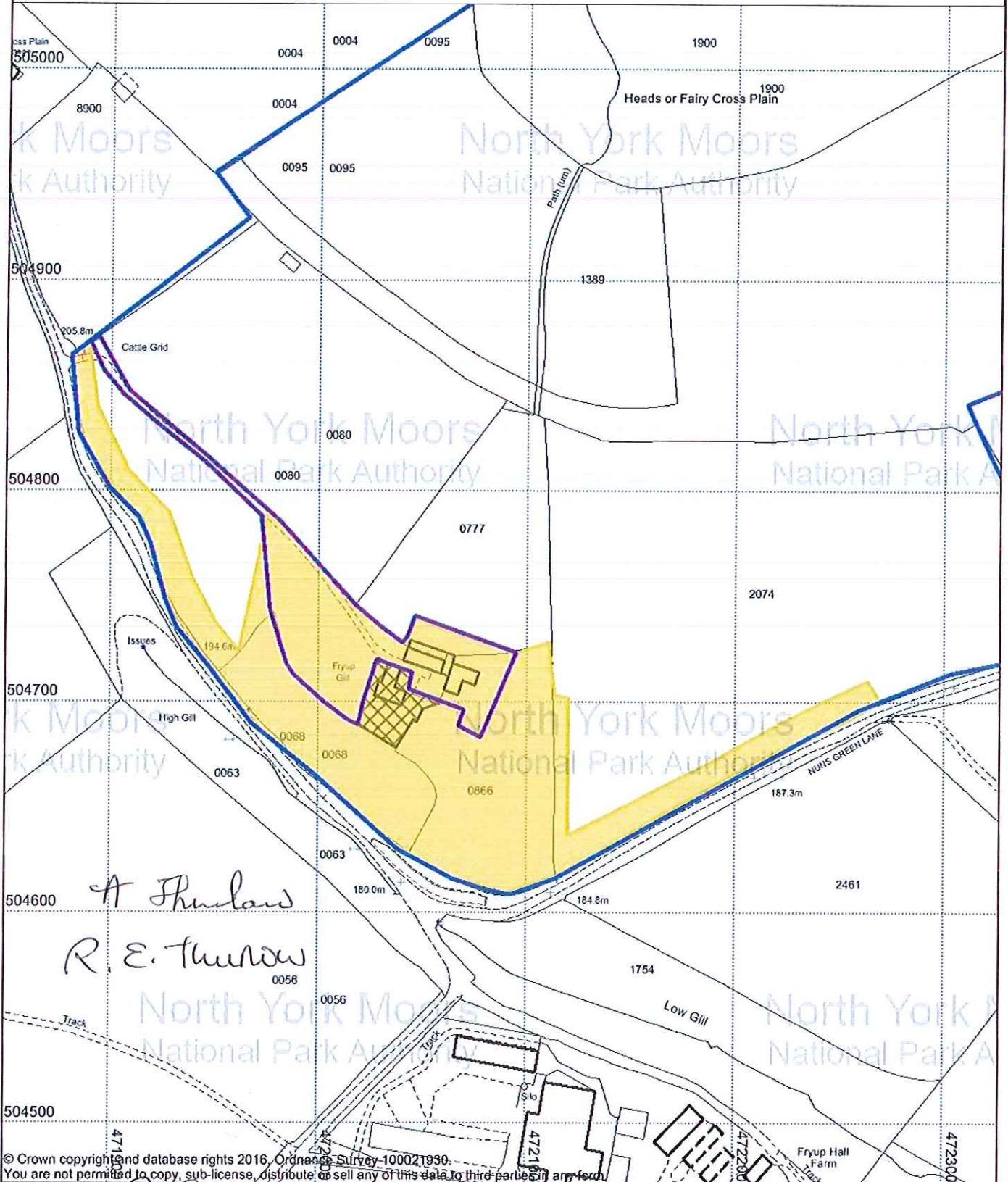
For: demolition of existing agricultural buildings and construction of cycle centre building comprising bunk rooms, cafe, shop and multi use/training facility, construction of storage shed, use of land for the siting of 6 no. camping pods, creation of parking area and associated landscaping works

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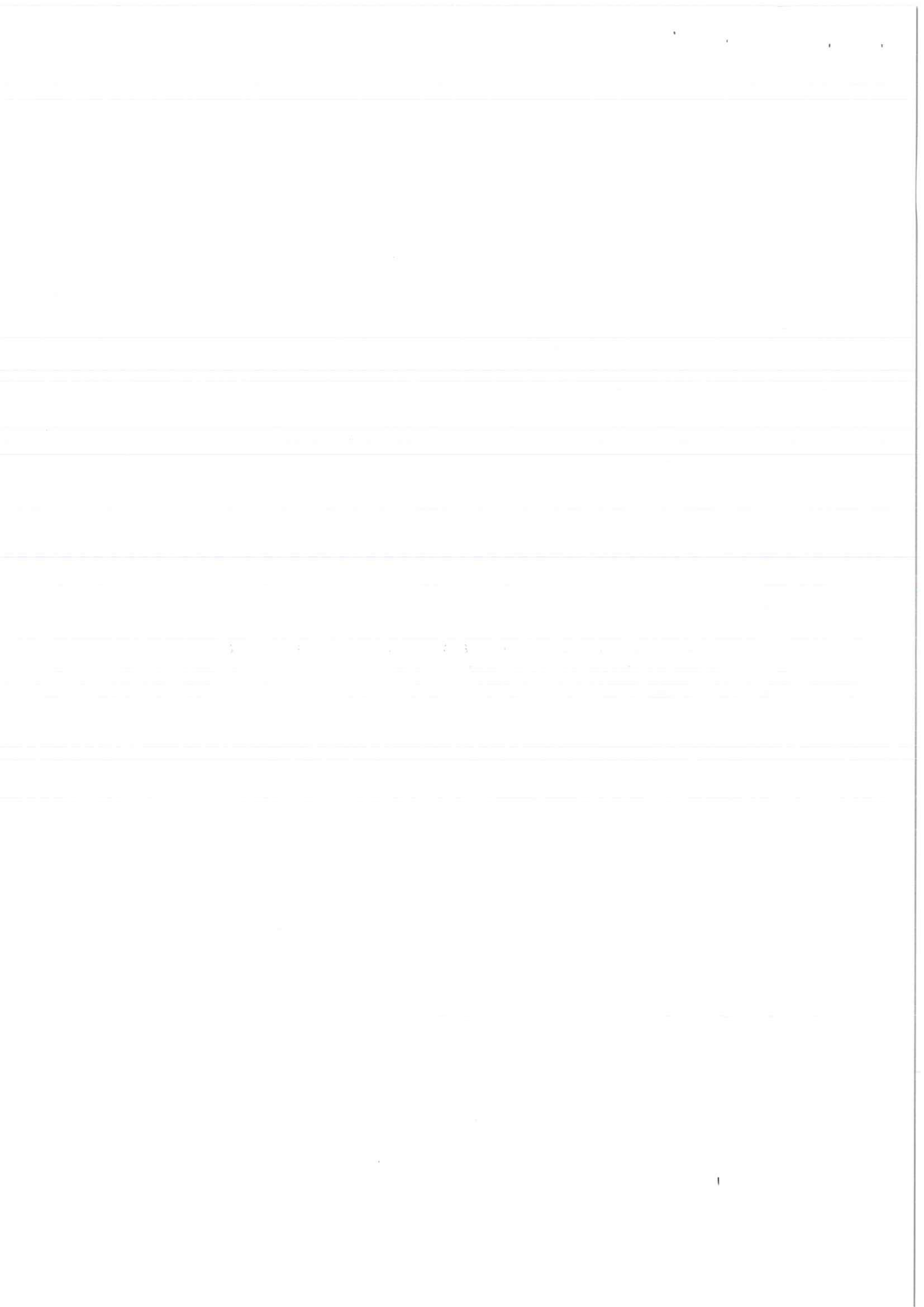


North York Moors National Park Authority
The Old Vicarage
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01439 772700

At: Fryup Gill Farm, Fryup
NYM/2015/0826/FL



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- 2.1 The expressions "National Park Authority" and "Owner" shall include their respective successors in title and persons respectively claiming through or under them and in the case of the National Park Authority the successors to its statutory functions
- 2.2 All references to statutory provisions in this Agreement shall be construed as including references to any statutory modification consolidation or re-enactment of such provision
3. The Owner covenants with the National Park Authority that all the interest which it has in the Site and Land shall be subject to the restrictions and provisions regulating the Development which are contained in the Schedule
4. The planning obligations contained in this Agreement shall take effect only when the planning permission granted pursuant to the Application is implemented by the carrying out of a material operation within the meaning of S56
5. If the permission granted pursuant to the Application expires or is revoked or otherwise withdrawn or modified without the consent of the Owner and before the Development is begun or shall at any time be revoked this Agreement shall immediately cease to have effect
6. The parties agree that this Agreement will not operate to bind the Owner after it shall have parted with its interest in the Site and Land provided that the obligations in this Agreement are transferred to any successor in title of the Owner and provided always that no person shall be liable for breach of any covenant contained in this Agreement after they shall have parted with all interest in the Site and Land or the part of it in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
7. Where under this Agreement any approval consent certificate direction authority action expression is required to be given or reached or taken by any party or any response is requested any such approval consent certificate direction authority action expression of satisfaction shall not be unreasonably withheld or delayed
8. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site and Land in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement
9. A person who is not a party to this Agreement is not intended under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
10. The Owner agrees to pay £500 (no VAT) to the National Park Authority on completion of this Agreement as a contribution to the National Park Authority's reasonable legal fees for the preparation and completion of this Agreement

EXECUTED as a Deed on the date which first appears

SCHEDULE

Public Rights of Way

1. The Owner shall pay £1000 (one thousand pounds) (Index Linked) to the National Park Authority as a contribution to the maintenance and improvement of all public rights of way affected by the Development and affected by users of the Development with payment to be made annually in advance and first payment to be made on the third anniversary of the date the first operation of any cycle centre or camping function at the Site or Land and payments to continue to be made for so long as any material operation of the cycle centre or camping function at the Site or Land exists. The parties to this Agreement agree that where the Owner can provide clear evidence to the National Park Authority that users of the Development cause little or no harm to public rights of way then the contribution to be paid may reasonably be proportionately reduced.

Restrictions on Use

2. Notwithstanding the provisions of Part 4 no development which would otherwise be permitted by Part 4 shall exist or be carried out anywhere in the Site or Land without prior written agreement being obtained from the National Park Authority. For the avoidance of doubt the following are not prevented by this Agreement from taking place: walking, cycling, horse riding, kite flying, orienteering, dog walking, ornithology, mountain rescue exercises, low level rock climbing, school visits, and low key childrens games. For the avoidance of doubt this Agreement does not restrict agricultural permitted development rights.

Goods to be Sold

3. Unless otherwise agreed in writing with the National Park Authority no goods shall be sold at the Site and Land other than the following goods sold from the shop and café within the Development,
 - i) retail sales associated with and ancillary to cycling such as gloves, jackets, helmets, inner tubes, tyres, maps, guides, hats & waterproofs, including sale of ex-hire bicycles from the cycle centre but excluding sale of new bicycles, and
 - ii) retail sales associated with and ancillary to basic camping such as disposable BBQs, toothbrushes, shower gels, picnic equipment (plastic mugs, plates, and other picnic cutlery and crockery), firelighters and conventional essential items in small quantities, and
 - iii) food and drink sales.

Landscaping Scheme

4. Within two months of the Commencement of Development the Owner shall submit the Landscaping Scheme to the National Park Authority for approval and when approved the Owner shall fully implement the approved Landscaping Scheme.
5. If at any time the Landscaping Scheme is not approved in writing by the National Park Authority or is not fully implemented by the Owner the use of the Site and Land for the Development shall cease.

Common Ownership and Control

6. To ensure the need for further management accommodation on the Site or Land does not accrue, to avoid unacceptable amenity impacts on the dwelling, and to ensure adequate screening and landscaping for the Development is retained,

i) not to dispose of any interest in the Site and Land or any part thereof except by a transfer of the whole of the Site and Land so as to ensure that the Site and Land shall at all times remain together in common ownership and control, and

ii) to ensure the dwelling shown hatched black on the Plans is available for residential purposes at all times ancillary to the occupation of the Site in accordance with the Development (though allowing short-term holiday letting of the authorised holiday let part of the dwelling at the times it is not required for such residential purpose) and at no time as an independent dwelling.

Motorised Off Road Vehicles

7. Users of motorised off road vehicles shall not be permitted to use any of the facilities or services on the Site or the Land save as permitted by paragraph 9 of this Schedule and further save that users and vehicles used primarily for the reasonable management and maintenance of the Site or Land are permitted.

Events

8. Unless otherwise agreed in writing with the National Park Authority no more than 4 (four) Events shall take place on the Site or Land in any calendar year and no Events shall exceed 48 (forty eight) hours in duration or exceed 500 (five hundred) attendees save as permitted by paragraph 9 of this Schedule.

9. The Site and Land can continue to be used as part of the existing annual Guisborough Motorcycle Club 48 hour trials bike event subject to the nature and extent of the use of the Site and Land for that event remaining substantially the same as in previous years and the use only occurring once in each calendar year.

IN WITNESS WHEREOF the parties hereto have executed these presents as a deed and delivered the same the day and year first before written

THE COMMON SEAL OF THE NORTH YORK
MOORS NATIONAL PARK AUTHORITY

was affixed in the presence of:-

 (RICHARD L SMITH)

Authorised Signatory

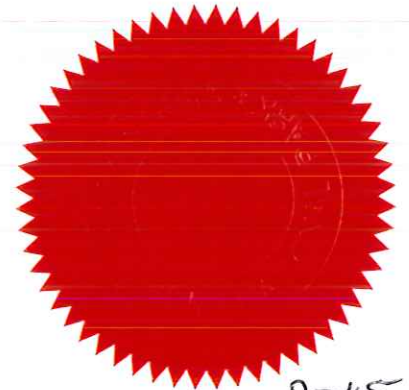
SIGNED AND DELIVERED as a Deed
by ALAN THURLOW
in the presence of:-



Signature
Name
Address
Occupation




CARL D. BURNETT
SOLICITOR
3 BAGDALE
WHITBY
NORTH YORKSHIRE
YO21 1QL



2045

SIGNED AND DELIVERED as a Deed
by RUTH THURLOW
in the presence of:-



Signature
Name
Address
Occupation



CARL D. BURNETT
SOLICITOR
3 BAGDALE
WHITBY
NORTH YORKSHIRE
YO21 1QL

NORTH YORK MOORS NATIONAL PARK AUTHORITY

- and -

ALAN THURLOW and RUTH THURLOW

SECTION 106 AGREEMENT

relating to Fryup Gill Farm, Fryup, Whitby