

Dated

14th October 2015

PLANNING OBLIGATION AGREEMENT

Pursuant to section 106
of the Town & Country Planning Act 1990

relating to land at Melbury House, South Brent
in the County of Devon

- (1) Dartmoor National Park Authority**
- (2) Sorrel Evelyn Layne**

Ref: 0125/15

Legal & Democratic Services
Dartmoor National Park Authority
Parke, Bovey Tracey
Newton Abbot
Devon TQ13 9JQ

THIS DEED is made the 14th day of October 2015

BETWEEN:

- (1) **Dartmoor National Park Authority** of Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ ("the Authority")
- (2) **Sorrel Evelyn Layne** of Melbury House, South Brent, Devon TQ10 9JE ("the Owner")

WHEREAS:

- 1. The Authority is the Local Planning Authority for the purposes of the 1990 Act for the area that includes the Land and by whom the Obligations imposed by this Agreement shall be enforceable.
- 2. The Owner intends to develop the Land by converting an existing store into ancillary accommodation as detailed in the Application.
- 3. The Owner is the freehold proprietor of the Land and the Principal Dwelling with title absolute under Land Registry title number DN590918.
- 5. The Authority acting by its officers under delegated authority and in exercise of its powers under the 1990 Act has resolved to grant Planning Permission for the Development, subject to satisfactory completion of this Deed which restricts the Development to ancillary accommodation only.

THIS DEED NOW PROVIDES AS FOLLOWS:

1 General Definitions

In this Deed the following definitions shall apply:

- 1990 Act** the Town and Country Planning Act 1990 (as amended)
- Annex** the building shown edged green on the Plan
- Application** the application for full planning permission reference 0125/15 to develop the Land by the conversion and change of use of the Annex to

	provide accommodation ancillary to the Principal Dwelling
Commencement of Development	the carrying out of a material operation on the Land within the meaning of Section 56(4) of the 1990 Act
Disposal	a disposition within the meaning of section 27(2) of the Land Registration Act 2002 or the grant of any tenancy and "Dispose" and "Disposed" shall be construed accordingly
Land	land at Melbury House, South Brent, Devon TQ10 9JE shown edged in red on the Plan.
Obligations	the planning obligations described in this Deed
Plan	the plan attached to this Deed
Planning Permission	such conditional planning permission as may be granted by the Authority in respect of the Application
Principal Dwelling	the house at Melbury House, South Brent, Devon TQ10 9JE shown edged blue on the Plan

2 Interpretation

In this Deed, except where the context clearly requires otherwise:

- 2.1 The singular includes the plural, the masculine includes the feminine and vice versa;
- 2.2 References to clauses and schedules are to the clauses in and schedules to this Deed;
- 2.3 Any reference to any party having an interest in the Land shall include any successor in title to that party to the Land or any part of it or any assign deriving title from or under him;
- 2.4 Any reference to any party having a statutory function referred to in this Deed shall include any successor to that statutory function;
- 2.5 Reference to any Act or Statutory Instrument shall include any subsequent amendment or re-enactment of it;
- 2.6 Where an Obligation applies to more than one person, their liabilities shall be joint and several;

3 The Annex and the Principal Dwelling shall be subject to the Obligations

- 3.1 Subject to clause 4, the Owner covenants to observe and perform the Obligations which shall bind the Annex and the Principal Dwelling and every part of the Land as planning obligations under Section 106 of the 1990 Act.
- 3.2 The Obligations shall take effect upon the Commencement of Development, unless and except as otherwise provided in this Deed.
- 3.3 The Obligations shall be enforceable by the Authority.
- 3.4 Save by any operation of clauses 2.3 or 2.4, none of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.
- 3.5 The Obligations are Local Land Charges and shall be registered as such.
- 3.6 No person shall be liable for any breach of an Obligation occurring after he has parted with all interest in the Land, **PROVIDED ALWAYS** that any mortgagee shall only be liable for a breach of any of the obligations contained in this Agreement if it has itself caused or permitted the breach whilst mortgagee in possession of the Land and a mortgagee shall not be liable for any pre-existing breach of such obligations.

4 Miscellaneous Provisions

- 4.1 Nothing in this Deed is or amounts to or shall be construed as a planning permission within the meaning of Section 336 of the 1990 Act.
- 4.2 If the Planning Permission should expire before the Commencement of Development or shall at any time be revoked, this Deed shall forthwith determine and cease to have effect.
- 4.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 4.4 The Authority shall, upon receipt of the written request of the Owner, at any time after the obligations of the Owner under this Agreement have been fulfilled, issue written confirmation to that effect.

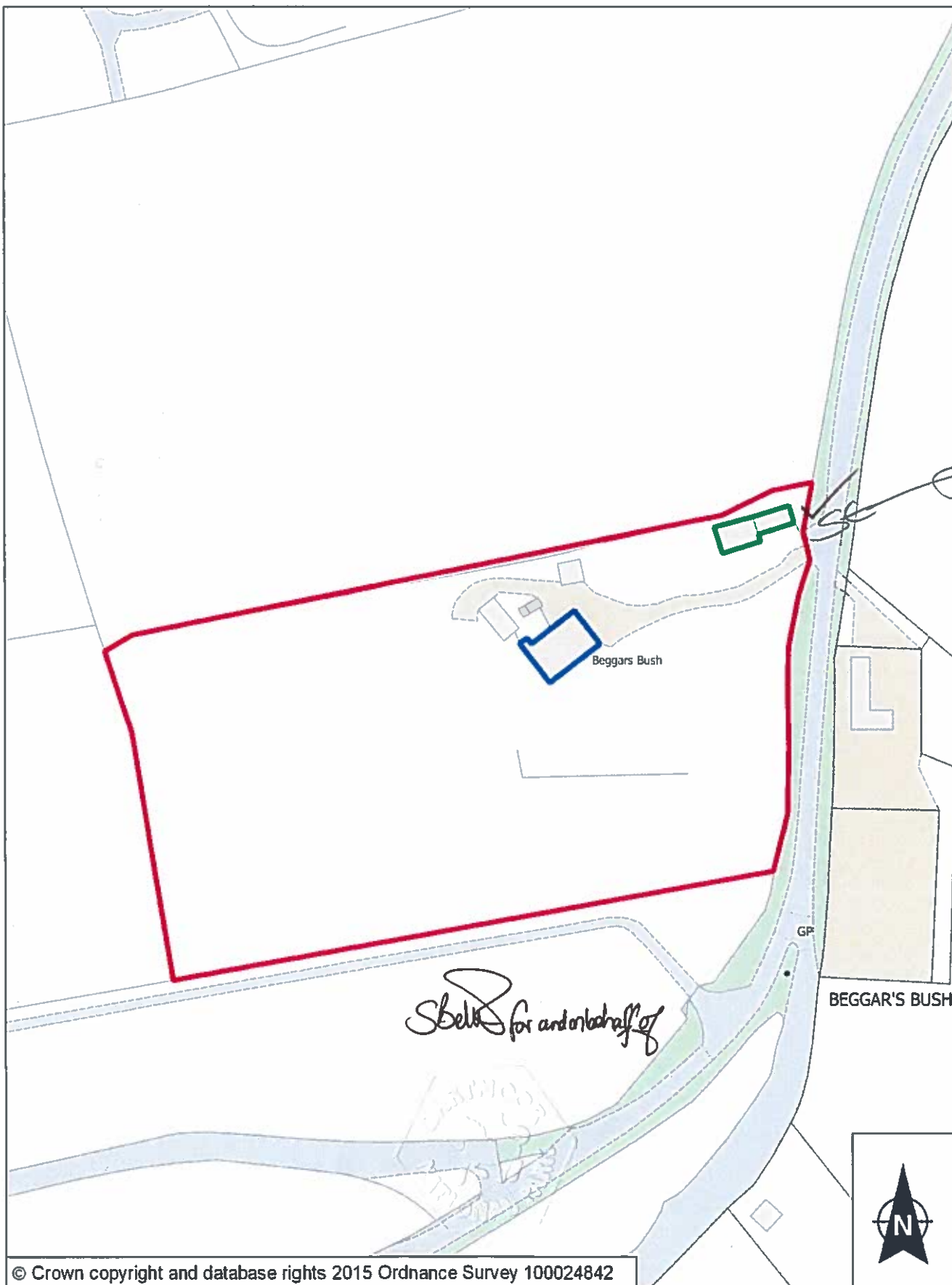
Dartmoor National Park Authority

Melbury House, South Brent



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Compiled by hunion on 19/8/2015



- 4.5 The County Court in whose district the Land is situated shall have full jurisdiction to hear and determine proceedings arising from or relating to this Deed or for the enforcement of all or any of its terms.
- 4.6 Upon the completion of this Deed the Owner shall pay the reasonable legal fees of the Authority in respect of the preparation, execution and completion of this Deed.
- 4.7 Within two weeks of receiving a written request from the Authority, the Owner shall supply all such information as the Authority may reasonably require to enable the Authority to monitor compliance with this Deed.
- 4.8 Save as lawfully permitted, nothing in this Deed shall prejudice or affect the Authority's rights, powers, duties and obligations in the exercise of its functions as a National Park Authority and Local Planning Authority and the rights, powers, duties and obligation of the Authority under all public and private statutes, byelaws, orders and regulations may be as fully and effectively exercised in relation to the Land as if this Deed had not been executed by the Authority.
- 4.9 If any clause, schedule or paragraph of this Deed is found to be invalid or unenforceable, such finding shall have no effect in relation to any other clause, schedule or paragraph of this Deed.

SCHEDULE 1

The Annex

1. Definitions

In this Schedule, the definitions in the body of this Deed shall apply.

2. The Obligations

The Owner, to the intent and so as to bind the Land into whosoever hands the same may come, covenants as follows:

3. Ancillary accommodation only

The Annex shall not be used or occupied other than as ancillary accommodation, at all times incidental to the residential use of the Principal Dwelling.

The Annex shall not at any time be occupied as an independent dwelling or as a unit of independent residential accommodation.

4. Disposal and dealings in the Land restricted

The Annex shall not be sold or otherwise disposed of except together with and as ancillary accommodation to the Principal Dwelling.

The Principal Dwelling shall not be sold, let or otherwise disposed of except together with the Annex.

IN WITNESS of which the parties hereto have executed Deed the day and year first before written

The Common Seal of)
DARTMOOR NATIONAL PARK)
AUTHORITY was affixed)
in execution as a Deed)
in the presence of :



S Bell for and on behalf of

Chief Executive (National Park Officer)

Document no. **624**

SIGNED and DELIVERED)
as a **DEED** by the said)
Sorrel Evelyn Layne)

SE Layne (Miss)
SORREL EVELYN LAYNE,

in the presence of:

signature of witness:

Beer

name of witness:

Leon Edward BEER

address of witness:

10 Elm Grove, Plympton, Plymouth, Devon, PL7 2BW