

Dated 12<sup>th</sup> September 2018

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## **PLANNING OBLIGATION AGREEMENT**

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

relating to land at Stone Barn, Stone Farm,  
Buckland-in-the-Moor in the County of Devon

- (1) Dartmoor National Park Authority**
- (2) Samuel Derek Hext**

Ref: 0328/17

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

THIS DEED is made the 12<sup>th</sup> day of September 2018

**BETWEEN:**

- (1) **Dartmoor National Park Authority** of Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ ("the Authority")
- (2) **Samuel Derek Hext** of Pudsham Farm, Buckland-in-the-Moor, Ashburton, Newton Abbot, Devon, TQ13 7HW ("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 has by the Application applied to the Authority for Planning Permission for the Development.
- 3. The Owner is the freehold proprietor of the Land with title absolute under Land Registry title number DN599310, DN431787, DN631735, DN329266, DN240493, DN329267, DN620778 and DN620971 subject only to the matters referred to in the Charges Register but other free from encumbrances.
- 4. 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 regulates the use and disposal of certain outbuildings on the Land.

**THIS DEED NOW PROVIDES AS FOLLOWS:**

**1 General Definitions**

In this Deed the following definitions shall apply:

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|--------------------------|--|
| <b>1990 Act</b>          | the Town and Country Planning Act 1990 (as amended).   |
| <b>Agricultural Land</b> | the Land which before Development permitted by the Planning Permission is carried out is land used for the purpose of agriculture and which is so used for the purpose of a trade or business. |

<b>Application</b>	the application for full planning permission reference 0328/17 to convert the redundant stone barn and re-instate the lean-to extension to provide holiday accommodation.
<b>Commencement of Development</b>	the carrying out of a material operation on the Land within the meaning of Section 56(4) of the Act.
<b>Development</b>	means the implementation of the Planning Permission.
<b>Holiday Unit</b>	the redundant barn and lean to extension to be converted to holiday accommodation pursuant to the Application and shown for identification purposes only edged green on the Plan.
<b>Land</b>	land at Pudsham Farm, Buckland-in-the-Moor, Ashburton in the county of Devon as shown edged in red including the Holiday Unit edged in blue on the Plan.
<b>Obligations</b>	the planning obligations described in this Deed and the schedule.
<b>Occupied or Occupy or Occupation</b>	occupation of the Holiday Unit as short let holiday accommodation for any single or cumulative period not exceeding 28 days in any calendar year and not as permanent residential accommodation.
<b>Plan</b>	the plan attached to this Deed.
<b>Planning Permission</b>	such conditional planning permission as may be granted by the Authority in respect of the Application.
<b>Sold or Let</b>	any freehold leasehold or other disposition within the meaning of section 27(2) of the Land Registration Act 2002 or the grant of any tenancy other than a short term holiday let for any single or cumulative period not exceeding 28 days in any calendar year and "Dispose" and "Disposed" shall be construed accordingly.



## **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 Holiday Unit and the Land 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 Holiday Unit and every part of the Land as planning obligations under Section 106 of the 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.
- 3.7 The Mortgagee hereby covenants with the Authority that in the event of the Mortgagee entering into possession of the Land or any part thereof or exercising any power of sale in respect thereof this Agreement shall be binding upon the Mortgagee as if he had been included in the expression "the Owner".

#### **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 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.
- 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

## Definitions

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

## Owner's Obligations

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

- 1 The Holiday Unit may only be Occupied as holiday accommodation.
- 2 Not to permit the Holiday Unit to be Sold or Let separately from the Land.

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

**Signed and Delivered** as a Deed )  
by the said )  
**Samuel Derek Hext** )  
in the presence of )



Signature of witness:



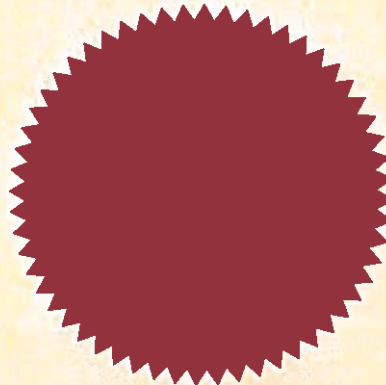
Full name of witness:

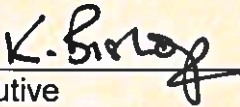
TERENCE ALEC ANDREW

Address of witness:

ELLIOTS FARM BUCKLAND L.W MOOR  
ASHBURTON, TQ13 7HP

**The Common Seal of** )  
**Dartmoor National Park** )  
**Authority** was hereunto affixed )  
in execution as a Deed )  
in the presence of )



  
Chief Executive  
(National Park Officer)

Document no: 703