

NORTH YORKSHIRE COUNCIL

COMMONS ACT 2006 — SCHEDULE 3

Notice of an application to amend the register to record an historic event

Application Reference Number: CA14 135

Angram Common (CL152) – Right Entry 12

Application has been made to the North Yorkshire Council by Keith and Hilary Joan Fawcett under Schedule 3 of the Commons Act 2006 and in accordance with Schedule 4(19) of the Commons Registration (England) Regulations 2014.

The application, which includes documentary evidence, can be viewed at:

<https://www.northyorks.gov.uk/environment-and-neighbourhoods/land-and-waterways/common-land-and-village-greens/common-land-applications-and-decision-notice>

or you can request a copy by contacting the Commons Registration Officer: -

email: commons.registration@northyorks.gov.uk , telephone: 01609 534753

or write to: North Yorkshire Council, Commons Registration, County Hall, Northallerton, North Yorkshire DL7 8AD

Any person wishing to make a representation regarding this amendment:

- should quote the Application No. CA14 135
- must state the name and postal address of the person making the representation and the nature of that person's interest (if any) in any land affected by the application.
- may include an e-mail address of the person making the representation
- must be signed by the person making the representation
- must state the grounds on which the representation is made
- should send the representation to: Commons Registration Officer, Commons Registration North Yorkshire Council, County Hall, Northallerton, North Yorkshire DL7 8AD or e-mail to commons.registration@northyorks.gov.uk on or before 19 March 2025

Representations cannot be treated as confidential, and a copy will be sent to the applicant in accordance with Regulation 25 of the 2014 Regulations. Should the application be referred to the Planning Inspectorate for determination, in accordance with Regulation 26 of the 2014 Regulations, any representations will be forwarded to the Planning Inspectorate.

A summary of the effect of the application (if granted) is as follows: the Registration Authority will amend register unit CL152 to reflect the severance of the grazing rights of common previously attached to land registered at CL152 right entry 12 and becoming rights held in gross. The right of turbary and to take away stones, not capable of being severed, will remain unamended at right entry 12.

Dated: 28 January 2025

Karl Battersby

Corporate Director – Environment
North Yorkshire Council

Commons Act 2006: Schedule 3

Application to amend the register to record an historic event**This section is for office use only**

Official stamp

Application number

COMMONS ACT 2006

NORTH YORKSHIRE COUNCIL

COMMONS REGISTRATION AUTHORITY

CA14 135

Register unit number
allocated at registration
(for new common land
only)

DATE:

2-3 SEP 2024

Applicants are advised to read 'Part 1 of the Commons Act 2006: Guidance to applicants' and to note:

- Applicants should complete boxes 1–7 and 9-12, unless the application is to register an apportionment in which case box 8 should be completed and box 7 omitted.
- There is generally a restriction on the persons who can apply under Schedule 3 to the Commons Act 2006.
- An application under Schedule 3 must relate to an historic event which occurred after 2 January 1970 but before the day on which Schedule 3 commenced in your area (ask the registration authority) but which has not been recorded in the register of common land or town or village greens.
- You will be required to pay a fee for your application unless it is submitted during the transitional application period. Ask the registration authority for details. You would have to pay a separate fee should your application be referred to the Planning Inspectorate after the transitional application period has elapsed.

Note 1

*Insert name
of commons
registration
authority.*

*Ask the registration
authority when
the transitional
application period
ends.*

1. Commons Registration Authority

To the:

North Yorkshire Council Commons Registration
County Hall
Northallerton
North Yorkshire
DL7 8AD

Tick the box to confirm that you have:

enclosed the appropriate fee for this application:

have applied during the transitional application period, so no fee has been enclosed:



Note 2

If there is more than one applicant, list all their names and addresses in full. Use a separate sheet if necessary. State the full title of the organisation if the applicant is a body corporate or an unincorporated association. If you supply an email address in the box provided, you may receive communications from the registration authority or other persons (e.g. objectors) via email. If box 3 is not completed all correspondence and notices will be sent to the first named applicant.

Note 3

This box should be completed if a representative, e.g. a solicitor, is instructed for the purposes of the application. If so, all correspondence and notices will be sent to the person or firm named here. If you supply an email address in the box provided, the representative may receive communications from the registration authority or other persons (e.g. objectors) via email.

2. Name and address of the applicant

Name:

Keith & Hilary Joan Fawcett

Postal address:

Argill House
South Stainmore
Kirkby Stephen
Cumbria

Postcode CA17 4DH

Telephone number:

Fax number:

E-mail address:

3. Name and address of representative, if any

Name:

ALICE FAWCETT

Firm:

H + H LAND ESTATES

Postal address:

BORDERWAY
ROSEHILL
CARLISLE

Postcode CA1 2RS

Telephone number:

Fax number:

E-mail address:

Note 4

For further details of the requirements of an application, including the persons who are entitled to apply in respect of each provision, refer to paragraphs 15, 16, 17, 18, 19, 20 or 21 of Schedule 4 to the Commons Registration (England) Regulations 2014.

4. Basis of application for registration and qualifying criteria

Describe the capacity in which you are entitled to apply — see note 4 (e.g. as person entitled to exercise right of common which has been varied):

We are the current registered owner of all 50 rights held under entry 28 (amendment entry 12) CL152 - Angram Common.

Tick the box below which best describes why you are applying under Schedule 3:

- creation of a right of common:
- surrender or extinguishment of a right of common:
- variation of a right of common:
- apportionment of a right of common:
- severance of a right of common:
- transfer of a right of common in gross:
- statutory disposition affecting the commons registers:

In which month and year did the event above take place?

1972
11th October 1972

Register unit number (not required for creation of right of common):

CL152

Rights entry number (not required for creation of a right of common nor for statutory dispositions which do not affect rights of common):

28 (amendment right entry 12) → RIGHT ENTRY 12 .

Note 5

This box is to identify the common over which the right previously created has become exercisable. It should be completed only if your application is to register a right of common or vary a right because it has become exercisable over new land. The accompanying Ordnance map must be at a scale of at least 1:2,500, or 1:10,560 if the land is wholly or predominantly moorland, and show the land by means of distinctive colouring within an accurately identified boundary.

5. Description of the land over which the right is exercisable

Name by which the land is usually known:

Location:

Tick the box to confirm that you have attached an Ordnance map of the land:

Note 6

This box should be completed only where the historic event relates to a right which is attached to land. This would include: creation of a right (unless the right of common is held in gross); surrender of a right; variation of a right; and severance of a right, in which case you must supply an Ordnance map of the dominant tenement to which the right is attached. The map must be at a scale of at least 1:10,560 and show the land by means of distinctive colouring within an accurately identified boundary. This requirement also applies to apportionments but the map must show the whole of the dominant tenement before the apportionment and the part of the land to which the right was attached following the apportionment. Give a grid reference or other identifying detail to enable the land to be located. If available please also give the Land Registry title number.

6. Description of the land to which the right is attached, if relevant

Name by which the land is usually known:

CL52 - Angram Common

Location:

Angram Common

Tick the box to confirm that you have attached a Ordnance map of the land:



Note 7

Describe the amendment to be made to the register.

7. Description of the historic event to be registered (except apportionment)

We believe that the transfer in 1972, evidenced NYK438907 & NYK421712, a part of the dominant tenement were transferred to Keith & Ivy Mosley and this did not include any rights of common. From this date K & H Fawcett (family) have continued to exercise all 50 rights since the transfer in 1972.

See attached conveyance dated
17th May 1951

Tick this box if your application relates to a right of common held in gross:

Note 8

If you are applying to register an apportionment you must submit a separate 'primary' application along with this application. A primary application can be made where only part of the apportioned right attached to land has been surrendered, extinguished, varied, severed from the land to which it was attached, or is the subject of a statutory disposition.

8. Details of the apportionment

Specify the name and address of the owner of the land to which is attached the part of the right of common which is the subject of the primary application:

Specify the rateable apportionment of the right (i.e. the quantity of the right which attaches the relevant land following the apportionment):

If the right is to be apportioned otherwise than rateably, explain the basis for that claim and state which evidence you have provided which corroborates that claim:

Note 9

List all supporting documents (deeds or other legal documents) and maps accompanying the application, or primary application if relevant. This includes evidence of your capacity to apply and copies of any relevant instrument giving effect to the event to be registered. There may be further evidential requirements: see the Guidance. There is no need to submit copies of documents issued by the registration authority or to which it was a party but they should still be listed. Use a separate sheet if necessary.

Note 10

A test of fairness does not apply during the transitional period (ask the registration authority whether it currently applies). If you apply after that period you must explain why, taking into account the effect of your application and any persons affected by it, it would be fair for the registration authority to amend the register.

9. Supporting documentation

As per attached documents.

- ANGRAM COMMON FINANCIAL REPORT
 - ↳ MARCH 2021
 - ↳ SEPTEMBER 2020
 - ↳ 2023
- Application to exercise a right of ANGRAM COMMON,
- STEWARDSHIP AGREEMENT DOC.
- STEWARDSHIP NEGOTIATION SCHEDULE
- EMAIL CORRESPONDANCE.
- LETTERS FROM GEORGE F WHITE
- LETTERS FROM H + H UNDESTATES
- RPA LETTER.
- MAPS.
- PAYMENT SCHEDULE

10. Fairness test

We believe that the transfer in 1972 did not include any rights of common. This is supported by the attached documentation. Furthermore we can prove that the family have continued to exercise all 50 rights since 1972 without any issues. We therefore believe that the commons registration needs updating to reflect the agreement of the parties in 1972.

<p>Note 11 <i>List any other matters which should be brought to the attention of the registration authority (in particular if a person interested in the land is expected to challenge the application for registration). Full details should be given here or on a separate sheet if necessary.</i></p>	<p>11. Any other information relating to the application</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
<p>Note 12 <i>The application must be signed by each individual applicant, or by the authorised officer of an applicant which is a body corporate or an unincorporated association.</i></p>	<p>12. Signature</p> <p>Date: 23 September 2024</p> <p>Signatures:</p> <div style="border: 1px solid black; padding: 5px;"> <p><i>Alice Fawcett</i> [REDACTED]</p> <p>Agent <i>ALICE FAWCETT</i></p> </div>

REMINDER TO APPLICANT

You are responsible for telling the truth in presenting the application and accompanying evidence. You may commit a criminal offence if you deliberately provide misleading or untrue evidence and if you do so you may be prosecuted.

You are advised to keep a copy of the application and all associated documentation.

Data Protection Act 1998

The application and any representations made cannot be treated as confidential. To determine the application it will be necessary for the commons registration authority to disclose information received from you to others, which may include other local authorities, Government Departments, public bodies, other organisations and members of the public.

A copy of this form and any accompanying documents may be disclosed upon receipt of a request for information under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000.



This Conveyance

is made the 17th day of *May* One thousand nine

hundred and fifty one BETWEEN MALCOLM ELLIOT SCOTT of Leyburn in the County of York Solicitor and ALICE GERTRUDE MILLER of The Grange Dale Grange Askrigg in the said County of York Widow (hereinafter called the Vendors) of the one part and BRYAN FAWCETT of Cragg Hall Muker in the said County of York Farmer (hereinafter called the Purchaser) of the other part _____

WHEREAS by an Assent dated the Fifteenth day of May One thousand nine hundred and thirtythree John James Grime Lodge and William Balderston as the personal representatives of Annie Kirkby Balderston deceased late of Dale Grange Askrigg aforesaid the wife of the said William Balderston (who died on the Twelfth day of May One thousand nine hundred and thirtytwo and whose Will dated the Eighteenth day of January One thousand nine hundred and thirtytwo was proved in the Principal Probate Registry on the Fourteenth day of July One thousand nine hundred and thirtytwo by the said John James Grime Lodge and William Balderston) assented to the vesting in the said William Balderston of the property hereinafter described for an estate in fee simple upon the trusts declared concerning the same by the said Will of the said Annie Kirkby Balderston deceased subject only to the manorial incidents and to the rights preserved to the Lords of the Manor by virtue of the Law of Property Act 1922 (the said property having been formerly copyhold of the Manor of Muker) _____

AND WHEREAS by an Agreement dated the Fifth day of November One thousand nine hundred and thirtyfive and made between the Lingholm Trust Limited (Lords of the said Manor of Muker) of the one part and the said William Balderston of the other part it was pursuant to the Law of Property Act 1922 agreed that the compensation for the extinguishment of the manorial incidents saved by Part V of that Act affecting the property hereinafter described should be the sum of Sixteen pounds nineteen shillings and fourpence with interest thereon payable half yearly at the rate of five and one half per centum per annum from the date thereof until paid _____

AND WHEREAS by a Receipt dated the Fifth day of November One thousand nine hundred and thirtyfive and endorsed on the said Agreement the said Lingholm Trust Limited acknowledged that all rents fines reliefs heriots and fees payable in respect of the lands referred to in the said Agreement had been duly discharged and acknowledged the receipt of the compensation money by the said Agreement agreed to be paid and all interest (if any) due thereon _____

AND WHEREAS the said William Balderston died on the Twelfth day of February One thousand nine hundred and thirtyeight having duly made his Will on the Twenty-ninth day of March One thousand nine hundred and thirtyfour whereby he appointed

the Vendors to be the Executors and Trustees thereof who duly proved the same in the Principal Probate Registry on the Fourteenth day of May One thousand nine hundred and thirtyeight

AND WHEREAS the Vendors have not given or made any assent or conveyance in respect of a legal estate in or affecting the said property or any part thereof

AND WHEREAS the Vendors have agreed to sell the said property hereinafter described to the Purchaser at the price of FIVE HUNDRED AND FIFTY POUNDS

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said Agreement and in consideration of the sum of Five hundred and fifty pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as the Personal Representatives of the said William Balderston deceased pursuant to the statutory powers conferred on them in that behalf and every other power them enabling hereby convey unto the Purchaser ALL THAT freehold dwellinghouse with the buildings thereto belonging situate at Skeugh Head Angram near Muker in the North Riding of the County of York with the several closes of land containing altogether Twentyfive Acres or thereabouts Together with an unlimited right of pasturage on Angram Moor which said dwellinghouse is now in the occupation of Mr A. E. Wright and the remainder of which said premises are in the occupation of the Purchaser TO HOLD unto the Purchaser in fee simple subject to the rights preserved to the Lords of the said Manor by the Law of Property Act 1922

2. THE Vendors hereby acknowledge the right of the Purchaser to production and delivery of copies of the hereinbefore recited Probates of the Wills of the said Annie Kirkby Balderston and William Balderston deceased

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of One thousand five hundred pounds

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written

SIGNED SEALED and DELIVERED by the)
said MALCOLM ELLIOT SCOTT in the)
presence of :-)



*Managing clerk to Mr. M E Scott.
Solicitor, Hawes.*

SIGNED SEALED and DELIVERED by the)
said ALICE GERTRUDE MILLER in the)
presence of :-)



*Signature of Miller: Donald Hughes
Address: The Cottage, Dale Grange, Asknigg, Yorks
Occupation: Schoolmaster*

REGISTERED AT THE NORTH RIDING REGISTRY OF DEEDS BY THE ENROLMENT OF A copy ON THE 31st DAY OF May 1951 AT 10 IN THE fore NOON IN VOLUME 1091 PAGE 400 NUMBER 395

REGISTRAR.

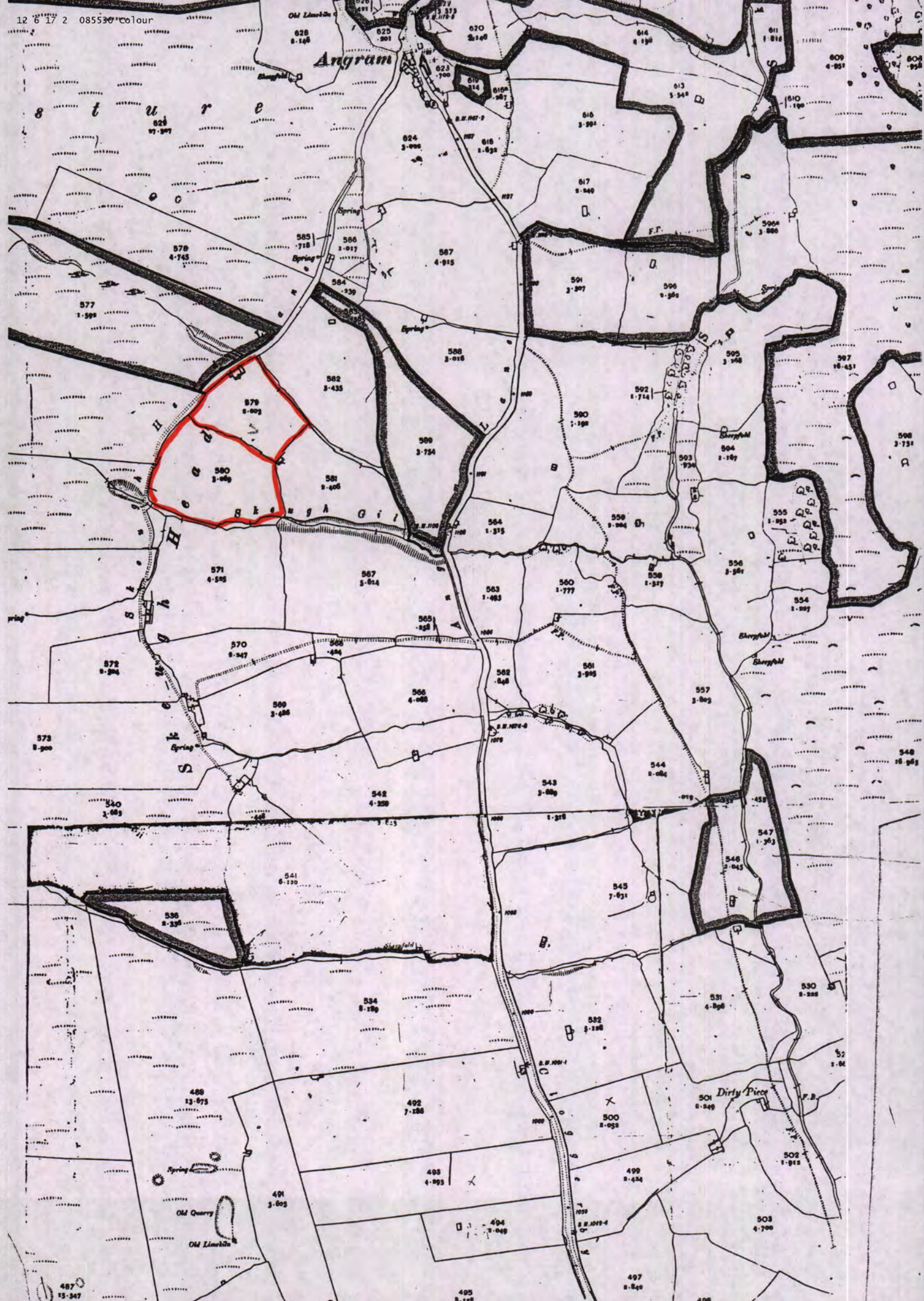
MEMORANDUM: BY a Conveyance dated the 11th day of October 1972 ALL THOSE two closes of land situate at Skeugh Head Angram Near Muker in the North Riding of the County of York and numbered 579 and 580 on the 25" Ordnance Map of the District (1912 Edition) TOGETHER WITH the dwellinghouse stable loft and outbuildings erected thereon or upon some part thereof and being part of the land conveyed by the within-written Conveyance were conveyed by the within-named Bryan Fawcett to Keith Moseley and Ivy Mina Moseley in fee simple and their right to production of the within written Conveyance was therein acknowledged

Angram

s t u r e

H e r b e r g a G i t

Dirty Piece



DATED 17th May 1951

MALCOLM ELLIOT SCOTT ESQ., and
another (Personal Representatives
of William Balderston deceased)

_____ to _____

BRYAN FAWCETT ESQ

Conveyance

relating to freehold property known
as Skeugh Head and situate at Angram
near Muker in the County of York —

*) _____

62010/65

Willan & Johnson

Hawes

Rural Payments Agency
Lancaster House, Hampshire Court, Newcastle Business
Park, Newcastle Upon Tyne, NE4 7YH



Keith Fawcett



Telephone:

E-mail:

PI:

Our ref:

Date:

26 August 2011



Dear Mr Fawcett

**Customer Registration - Personal Identifier (PI)
Angram Commoners' Committee**

I am writing to let you know that your Personal Identifier (PI) has been linked to a commoners' or graziers' association in our records. This is because we have been told that you are a member, or are associated with a business that is a member, of the commoners' or graziers' association.

Your PI is: 111025479.

Please quote your PI when you telephone or write to us. We use your PI, along with your security check details and empowerment levels, to help us to keep your business and personal information secure.

Your PI is linked to all businesses having dealings with the Rural Payments Agency that our records show you are associated with as owner, partner or director or Business Contact. You can see your empowerment level for each business according to our records on the enclosed annex.

Your responsibilities

Commoners' or graziers' association members who have full empowerment for the association, or anyone shown in our records as the Business Contact for the association, are responsible for telling us about any changes concerning the association. Members or Business Contacts with full empowerment are shown in the second table in the enclosed annex.

Other members of the commoners' or graziers' association have partial empowerment allowing them to view the business records but do not have responsibility to tell us about changes concerning the association.

All members have legal responsibility concerning any claims that the association may make. Depending on the terms of the agreement between them and the other members



of the association, they may share the benefits and liabilities arising from agreements entered into by the association.

Business Contacts have full empowerment but may not be members of the association. This may be the case for Agents. A Business Contact who is not a member of the association will have responsibilities to the members but as they are not members of the association they are not “legally responsible” for the association.

What you need to do - setting your security check details

As you have already set up your security check details you do not need to do anything more now.

How to contact us

If you have any questions about registering, please telephone us on 0845 603 7777 and select the ‘Customer Registration’ option, or e-mail us at csc@rpa.gsi.gov.uk.

Where you can find more information

You can find more information about registration on our website at rpa.defra.gov.uk, by following the link to Customer Registration.

Yours sincerely



Eamon Doyle
Customer Registration

The evidence supplied must refer to the relevant part of the Common Land Register.

If you need advice about the sort of evidence to send, please contact us on the above number, quoting our reference and your SBI.

How to contact us

If you have any other queries, you can contact the Customer Service Centre on 0845 603 7777 or e-mail us quoting your SBI.

Where you can find more information

Please refer to the following.

- Handbook and Guidance for England 2008, in particular sections B14-B23 and K10-K12.
- How to complete your SP5 application form, pages 14 and 15 refer.

You can also find more information about the scheme on our website at www.rpa.gov.uk

Yours faithfully

Ben Weaver
Common Land Case Worker

Annex

Your empowerment levels.

Business name

Angram Commoners' Committee

Empowerment level

View Business Including Financial

Members of the commoners' or graziers' association, or Business Contacts, with Full Empowerment.

Business name

Angram Commoners' Committee

Member's name

Alan Coates
Philippa Cartwright
Richard Murphy
Robert Clarkson



K & HJ Fawcett



Number of rights	Percentage of common	Number of sites to monitor	Monitoring payment	Payment from rest of fund
70	3.03	<u>4</u>	£200.00	£423.27
430	18.615	<u>23</u>	£1,150.00	£2,679.11
100	4.329	<u>5</u>	£250.00	£640.48
230	9.957	12	£600.00	£1,448.15
235	10.173	13	£650.00	£1,442.59
400	17.316	22	£1,100.00	£2,461.90
240	10.39	<u>13</u>	£650.00	£1,487.22
290	12.554	16	£800.00	£1,782.36
315	13.636	17	£850.00	£1,954.93
2310	100	125	£6,250.00	£14,320.00

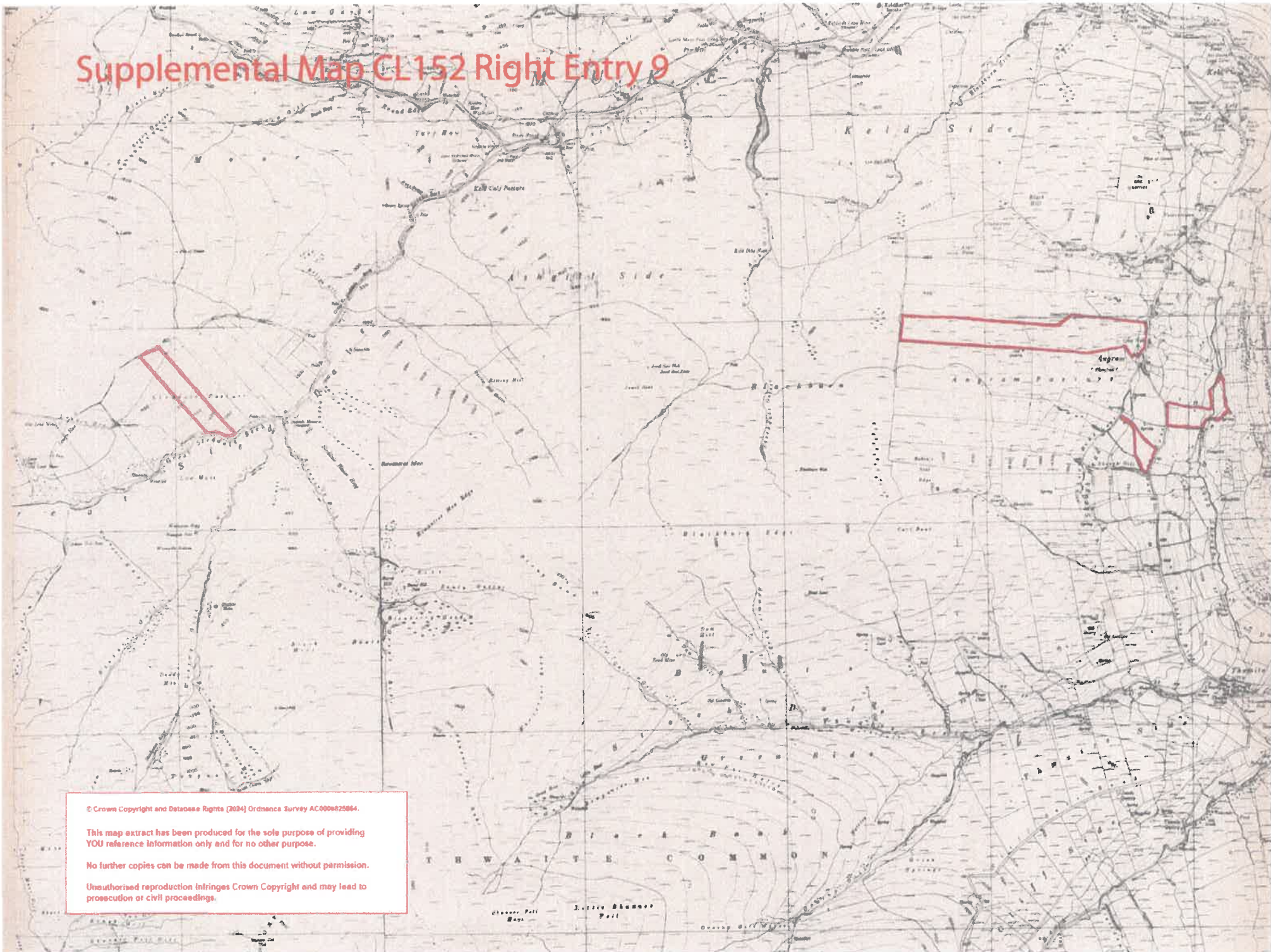
36

	IN	OUT	RUNNING TOTAL
Opening balance Nov 17			£692.13
HLS/ELS & Uplands payment Nov 17	£68355.37		
Paid out to commoners Nov 17		£49047.50	£20,000.00
George F White Fee up to Dec 2017		£1779.20	
Paid Feasibility Study		£3816	
HLS/ELS & Uplands payment May 2018	£22785.13		
Paid out to commoners May 18		£22189.93	£15,000.00
Minihan & McAlister		£1440	
Harrison & Hetherington		£11053.02	
Harrison & Hetherington		£3959.65	
Final HLS/ELS & Uplands payment 2019	£7491.00		
Feasibility Grant	£3816		
			£9854.33
George F White Final Fee		£2103.56	
Payment to commoners		£7021.55	
TOTAL LEFT IN ACCOUNT			£729.22

Retained from Nov 17 payment	£20,000.00
Retained from May 18 payment	£ 595.20
Total Retained	£20595.20
Final HLS/ELS & Uplands payment	£ 7491
TOTAL OWED FROM OLD SCHEME	£28086.20
Pay out £7021.55 now	
Total left to pay back from future SP10 payments	£21064.65

Grazier & their % share	Total retained to facilitate Entering new scheme	Owed from final HLS/ELS Payment	Total owed from ` old scheme	
	£814.13	£296.12	£1110.25	£277.56 x 3 £277.57 x 1
	£4956.65	£1802.86	£6759.51	£1689.88 x 3 £1689.87 x 1
	£726.60	£264.28	£990.88	£247.72 x 4
	£1961.28	£713.37	£2674.65	£668.66 x 3 £668.67 x 1
	£2658.01	£966.78	£2624.79	£906.20 x 3 £906.19 x 1
	£2550.72	£927.76	£3478.48	£869.62 x 4
K Fawcett(13.601)	£2801.15	£1018.85	£3820.00	£955 x 4
	£2297.19	£835.55	£3132.74	£783.18 x 2 £783.19 x 2
	£1829.47	£665.43	£2494.90	£623.73 x 2 £623.72 x 2
TOTAL	£20595.20	£7491	£28086.20	£7021.55 x 4

Supplemental Map CL152 Right Entry 9



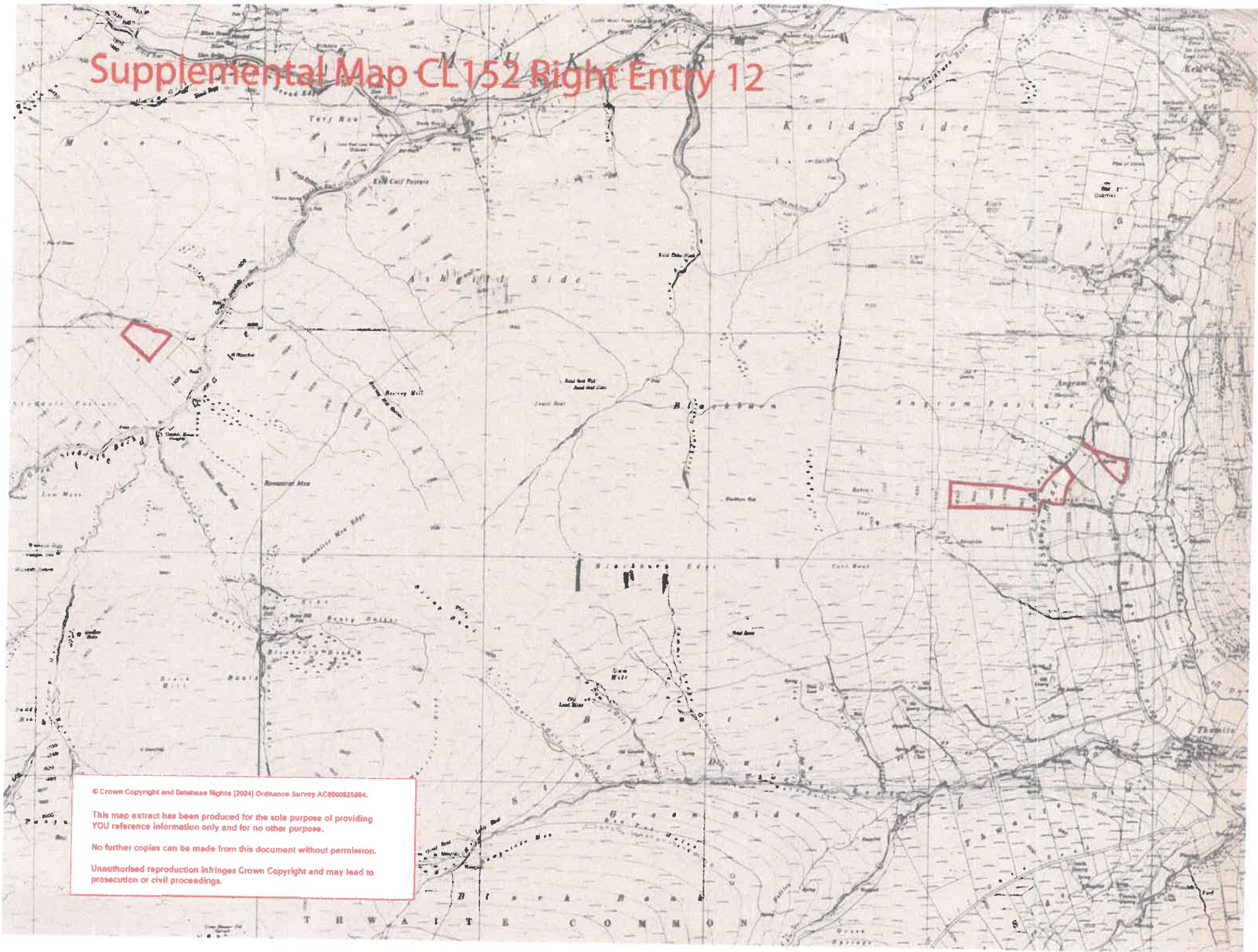
© Crown Copyright and Database Rights (2024) Ordnance Survey AC0000825864.

This map extract has been produced for the sole purpose of providing YOU reference information only and for no other purpose.

No further copies can be made from this document without permission.

Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.

Supplemental Map CL152 Right Entry 12



© Crown Copyright and Database Rights [2024] Ordnance Survey AC000025884.

This map extract has been produced for the sole purpose of providing YOU reference information only and for no other purpose.

No further copies can be made from this document without permission.

Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.

Mr K Fawcett
Argill House
South Stainmore
Kirkby Stephen
Cumbria
CA17 4DH

Our Ref: HA217

Your Ref:

Date: 8th March 2019

Dear Mr Fawcett

Birkdale and Angram Commons: Countryside Stewardship Scheme Agreement Update

You must be wondering what is happening with the new CS agreement and I apologise for the silence. In January Natural England indicated that they would be making significant changes to their policy on burning on blanket bog and these were published on 11th February. Due to the legal advice Natural England has received and various challenges in the High Court they have tightened up when they will consent burning on blanket bog and will only issue consents for a three year period. This policy change of course affects Gunnerside Estate and as you are aware your Countryside Stewardship scheme is dependent on the Estate signing up as well.

Also as a result of this change and to avoid any conflict of interest with my work for you I resigned from chairing NE's Board Committee on the Uplands. I remain on the main NE Board.

To seek a way forward Mike and I went on site last week with John Hall for Birkdale and Alan Coates for Angram and met with Natural England and the Estate. We spent over 3 hours and the conclusion is that Natural England are unlikely to offer any consents for burning on blanket bog on either Birkdale or Angram. This is because none of the blanket bog meets the new criteria as burning is not considered necessary for the ecological restoration of the site. NE will though issue a consent for cutting for five years.

The good news is that the Estate has indicated that they are willing to consider switching from burning to cutting and they have submitted an application for consent for cutting. Mr Miller of course will need to have the final say but Dick Murphy and Jerry Wearmouth are being most helpful. I have spoken to NE after the site meeting and they will process this as quickly as possible. If this progresses then we will ask you and the Estate to sign the internal agreement and then John or Alan, depending on the Common, can sign the CS documentation. We have already received the CS agreements and I attach a copy so you can have a read through. The RPA are willing to backdate the agreement to 1st January 2019.

H&H Land and Property Ltd

Borderway, Rosehill, Carlisle, Cumbria CA1 2RS T: 01228 406260 E: info@hhland.co.uk

Also Offices at: Durham, Kendal, Newtown St Boswells and Thornhill

www.hhland.co.uk

Regulated by RICS. Registered in England No: 3780434. Registered Office: Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS

We are conscious you have outlaid funds on preparing a new scheme and will be worried about whether it will come to fruition. While this is beyond our control H&H will only charge for time since NE's change in policy in February if an agreement is successfully completed.

I appreciate this uncertainty is terribly difficult and while I cannot offer any guarantees at the moment things are moving in a positive direction, even if different from that anticipated and at a slower pace than we would like. Please do not hesitate to call if you wish to discuss this further.

Yours sincerely,



pp

Julia Aglionby



Mr K Fawcett



Our Ref: MD/HA217
Your Ref:

Date: 22 October 2019

Dear Mr Fawcett

Angram Common Internal Agreement

You will recall the Agreement signing day with Julia back in May. Many members of the Committee took signed copies of the agreement away with them from that meeting, with others having now received their copies in the post. I would be most grateful if you could let me know if you do not now have a copy of the signed Internal Agreement.

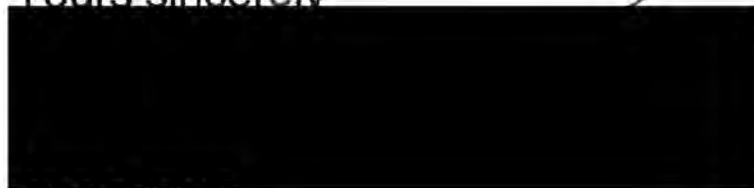
By way of an update on the Capital Works, I have been busy working with Val and the AONB Partnership with the details of the forthcoming works. Contractors are due to start in November and hope to have much of the work done this winter. As you know, the work is focussed on hagg re-profiling, with some bare peat restoration too. No doubt you'll see some diggers on the fell over the next few months.

You may have received a letter from the RPA informing you that the bank details for the "business" have been changed. This is a result of us nominating our Client Account for receipt of Committee funds, as per the Capital Works financing arrangements agreed.

I've been informed that despite George F White settling our previous bills on the Committees behalf from retained HLS fund, you have not received copies of the Invoices. I enclose these now for you. I hope it is not too late for you to re-cover the VAT.

As always, if you have any queries regarding the above or the agreement more generally, please do not hesitate to contact either Julia or myself.

Yours sincerely



Mike Dyke



Eligibility Requirements, Prescriptions and Indicators of Success for UP6 (Higher Tier)

Option Code	UP6 Upland livestock exclusion supplement			
Parcel Information	Name:	Parcel No.	Parcel Area (ha)	Option Area (ha)
	Angram Commoners Committee	NY85009801	1250.49ha	1250.49ha
Aim (not binding)	To improve habitat and feature condition through complete removal of livestock for at least four months, often the winter grazing period.			
Eligibility Rules				
	E254	This supplement can only be used in combination with UP3 Management of Moorland option, where livestock are excluded for at least 4 months.		
Prescriptions				
	P142	Livestock removed from the moorland grazing unit to be located and managed as below as detailed in the stocking calendar.		Mandatory
	P593	Only graze parcel NY85009801 in accordance with the stocking calendar which includes minimum and maximum stocking rates by grazing animal type by month.		Mandatory
	P705	Keep a monthly record of stock numbers grazing on parcel NY85009801. The record must include the number of animals by species (sheep) and the number of grazing days by each species. Make the record available on request and submit a copy with your annual claim.		Mandatory

Application Number: AG00780401

Negotiated schedule for agreements starting 1 January 2019

Countryside Stewardship: Negotiation schedule

Eligibility Requirements, Prescriptions and Indicators of Success for SP10 (Higher Tier)

Option Code	SP10			Administration of group managed agreements supplement
Parcel Information	Name:	Parcel No.	Parcel Area (ha)	Option Area (ha)
	Angram Common	NY85009801	1250.49 ha	ha
Aim (not binding)	This supplement supports the administration of agreements with shared tenure.			
Eligibility Rules	E48	This supplement can only be used in combination with an annual management option on agreement land which is common land or has shared tenure, where there are two or more legal interests.		
	E49	The group must submit with the application: <ul style="list-style-type: none"> a copy of a written internal agreement including the governance, responsibilities for delivering the agri-environment agreement requirements and payment allocation methodology; and evidence that all participants and the group are registered as a business with the RPA. 		
Prescriptions	P144	Keep the agreement participants list fully updated during the agreement and submit revised versions to the RPA and Natural England within 30 days of any change.		Mandatory
	P145	Keep records documenting the committee's activities and decisions, including organising and reporting on meetings, management of changes to the group membership/participants list, constitution and agreement documentation, and make them available on request.		Mandatory
Indicators of Success (not binding)	There are no Indicators of Success for this option (note – this text does not appear in the agreement document)			

Application Number: AG00780401

Negotiated schedule for agreements starting 1 January 2019

Mr K Fawcett



Our Ref:

Your Ref:

Date: 16th November 2018

Dear Mr Fawcett

Angram Common CS Agreement Update

I just wanted to confirm that there is currently no agreement on the fell so you are able to winter stock on the common until the end of December. I am writing as one grazier rang me and I thought it useful for everyone to be clear of the position.

The new CS Agreement is due to start on 1st January 2018. We are still waiting for Natural England and Gunnerside to come to an agreement over the burning. We had thought there was a break through in late September but there are still some outstanding issues on both sides but many people are working very hard to move the matter forward. As I've mentioned before your agreement is conditional on the Estate and Natural England reaching an agreement.

With kind regards,

Yours sincerely,



pf Julia Aglionby



H&H Land and Property Ltd

Borderway, Rosehill, Carlisle, Cumbria CA1 2RS T: 01228 406260 E: info@hhland.co.uk

Also Offices at: Durham, Kendal, Newtown St Boswells and Thornhill

www.hhland.co.uk

Regulated by RICS. Registered in England No: 3780434. Registered Office: Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS

Mr K Fawcett
Argill House
South Stainmore
Kirkby Stephen
Cumbria
CA17 4DH

Our ref: JCWA/FMC/HA217/ES619

Your ref:

Date: 07 August 2018

Dear Keith

Angram Common Countryside Stewardship (CS) Scheme Prescriptions

Please excuse another letter but I wanted to forward you the prescriptions that I have received from Natural England regarding your CS Application.

Pippa Merricks has forwarded me the enclosed prescriptions for Angram Common. The scheme is made up of two equally important parts. The annual management and the capital works. Both elements are compulsory. Tenders are out for the capital works and are expected back on 9th August.

The purpose the Countryside Stewardship Agreement is to improve biodiversity of the moors and in particular the condition of the blanket bog while allowing sheep farming and grouse shooting to continue so contributing to the economy of the dale and the landscape of the national park. Improving blanket bog requires areas of bare peat to restore so that the peat is active in storing carbon and slowing the flow of water. This is what the capital payments are for.

Pippa has confirmed that no further stocking reductions will be required.

The options the Common has been offered for Annual Management payments are:

UP3	Restoration of Moorland	£43/ha
UP6	Exclusion of Livestock supplement	£16/ha

The annual payment therefore will be £59/ha compared with the payment of ~£73/ha under the current UELS/HLS agreement. The reason it is less is due to the increase in the BPS Moorland rate since 2015. As all graziers are contributing in the same way I propose use the same formula as last time though everyone will receive proportionally less, including the Estate.

H&H Land and Property Ltd

Borderway, Rosehill, Carlisle, Cumbria CA1 2RS T: 01228 406260 E: info@hhland.co.uk

Also Offices at: Durham, Kendal, Newtown St Boswells and Thornhill

www.hhland.co.uk

Regulated by RICS. Registered in England No: 3780434. Registered Office: Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS

In addition I am negotiating for the full payment for all ten years of the commons supplement.

SP10

Group Application Supplement

£6/ha

This supplement is not though for general distribution but is ring fenced for management of the agreement, book keeping / auditing of accounts, commoners association meetings, paying for the management of the capital works. It can also pay for Vegetation surveys to assess progress to meeting the outcomes sought, works to improve the collective management of the common for stock management etc. The surplus can be used to prepare for a new agreement in Year 8-10 and to managing additional capital works should funds for these become available during the life of the agreement. At the moment are only available for year 1 and 2.

I spoke to Pippa and Dick on Friday and as you are aware in addition to reaching agreement with the commoners Gunnerside Estate need to reach an agreement with Natural England regarding burning on the moor. They two parties have not yet reached an agreement but they continue to work on this and we can only hope that is reached in time for the scheme deadlines. There are eleven other CS agreements affected across Swaledale / Wensleydale. The agreement on Angram cannot proceed without this.

With regard the fence between Angram and Thwaites Common we are still awaiting the outcome of the Parish Council meeting in August before a more formal application can be made. We are not going to be able to have a grant for the fence as the consent for the fence will not be in place in time.

I am on leave until 19th August but more than happy to chat after then. I apologise I haven't been out to see you individually. Since the end of May I have not been able to drive due to a damaged ankle joint. I am having some treatment today that I hope may get me back on the road.

On 20th August I am meeting the solicitor who will be drafting the internal agreement between you all and the Estate. We will have a draft shortly after that..

Yours sincerely



JA Julia Aglionby

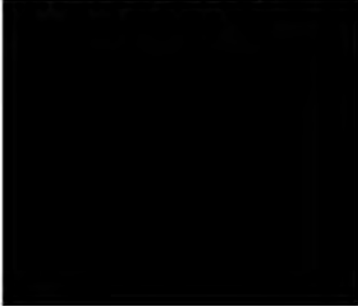


Enclosed:

1. UP3 / SP10 and FM2 Prescriptions for CS on Birkdale



Mr K Fawcett



Our ref:



Your ref:

Date: 31st January 2024

Dear Mr Fawcett

Angram Common Distribution

We have received and distributed the money for the Higher Tier for the 2023 scheme year on the common. This has been paid by BACS into the bank account you provided and should be received in the coming days.

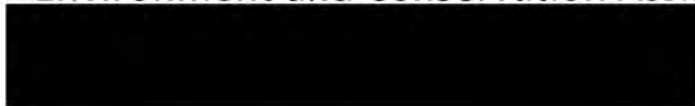
Please find enclosed the distribution sheet detailing how the payments are split.

If you have any queries, please do not hesitate to contact me or Nick Mullins.

Yours sincerely,



Sarah Collier
Environment and Conservation Assistant



Mr K Fawcett

Our ref: [REDACTED]

Your ref:

Date: 8th March 2024

Dear Mr Fawcett,

Sustainable Farming Incentive (SFI) – Angram Commoners Association

Following agreement of the Graziers of the Angram Commoners Association, we have received instruction to write to all rights owners asking for expressions of interest in undertaking the Sustainable Farming Incentive Moorland Action on the common.

As part of this, we are obligated to write and inform all rights holder on the register; however, you do not have to respond.

I would be most grateful if you could fill out the expression of interest form. Please complete the table to confirm the rights you own or rent and indicate if you wish to participate or not. Once completed, please sign and return via post in the return envelope. If you rent out your rights, please indicate who rents them. As a result, you will be unable to participate as you do not have management control of the rights. If you believe any rights are missing please add them in.

Please note that contact names and addresses have been taken from the most recent commons register (received 6th March from the Commons Office). Therefore, we're sorry if this has been addressed to the wrong person and/or address.

Yours sincerely,

[REDACTED]
Sarah Collier
Environment and Conservation Assistant

PROPERTY | RURAL | DEVELOPMENT | ENVIRONMENT

H&H Land & Estates Limited



Borderway, Rosehill, Carlisle, Cumbria CA1 2RS
t: 01228 406260 e: carlisle@hhlandestates.co.uk

hhlandestates.co.uk

Regulated by RICS. Registered in England No: 3780434. Registered Office: Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS. VAT No: 256 2711 64



**Angram Moor Association account
1st January 2023 - 31st December 2023**

Opening balance	£83.72
Receipts	
H&H (from SP10)	£500
Total receipts	£500
Payments	
Keld Resource Centre (hire of room)	£15
	£200
Hilary Fawcett (secretaries fee)	£200
	£100
Total Payments	£515
Closing Balance	£68.72

Mr K Fawcett
Argill House
South Stainmore
Kirkby Stephen
Cumbria
CA17 4DH

Our Ref: JCWA/HA

Your Ref:

Date: 18th April 2019

Dear Mr Fawcett

Angram Common: Distribution of CS Agreement monies

We have been reviewing the split of the payments between the graziers and Alan Coates has asked me to write to you to confirm the situation with regard his arrangements with Gunnerside Estate.

Alan has 400 rights in two separate entries. 250 of these Alan grazes in the summer but agrees with the Estate not to use in the winter and the other 150 rights he has agreed not to graze at all. In exchange he has access to other inside land that Gunnerside own. This side agreement is only a year to year arrangement and could end at anytime if for instance there is a change in owner or a change in policy.

The principle of the CS agreement is that payments are made on rights available for grazing. We have been considering how we manage the distribution of monies so to reflect the 150 rights are not currently available for grazing but also that they might be should Alan's current arrangement with Gunnerside be terminated. Our aim is to be equitable to all graziers and reflect the actual arrangements in place.

Our recommendation is therefore that while Alan cannot graze the 150 rights (due to the side agreement) they are excluded from the CS agreement and receive no payment. But should his side agreement with Gunnerside end then these 150 rights are brought back into the CS agreement for a base payment and that the wintering payment would then be paid on all 400 rights.

H&H Land and Property Ltd

Borderway, Rosehill, Carlisle, Cumbria CA1 2RS T: 01228 406260 E: info@hhland.co.uk

Also Offices at: Durham, Kendal, Newtown St Boswells and Thornhill

www.hhland.co.uk

Regulated by RICS. Registered in England No: 3780434. Registered Office: Borderway Mart, Rosehill, Carlisle, Cumbria CA1 2RS

I propose to manage this by having both schedules in the internal agreement so you can see how the figures could change in the event Alan's rights become available for grazing. I attach drafts of the tables setting out both scenarios.

I should also stress that if you have any side agreements that constrain your use of rights then you are obliged to declare these as well.

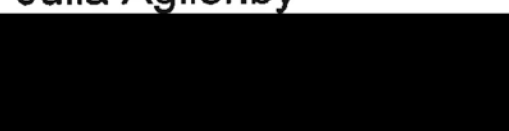
Before I close the encouraging news is that Natural England has issued a consent for the cutting of heather on Angram Common. I am awaiting confirmation that this consent is acceptable to the Estate and that there are no further matters outstanding.

Please contact me if you have any queries with regard the above. Our plan is that if we can proceed as we expect we will arrange signing of the agreements. We would send the documents out in the next ten days and then having a call in session at Keld Resource Centre, probably on 3rd May, to sign the documents. We have to submit our first claim by 15th May to secure a 1st Jan 2019 start date for the CS agreement.

Yours sincerely



PA
Julia Aglionby



encl. Draft Schedules for Angram Common CS Scheme

cc Dick Murphy, Gunnerside Estate Office

STOCKING PAYMENTS IF ALAN COATES SIDE AGREEMENT WITH GUNNERSIDE CEASES

Angram Common				1250.49 ha		Summer Ewes Summer Hoggs		925 <u>280</u> 1205	14/04/2019		
UP3	£	43.00	£	53,771	£	29.87					
UP6	£	16.00	£	20,008	£	22.09					
Payment to Estate			£	6,582							
Balance of UP3			£	47,189							
								STOCKING & PAYMENTS IF ALAN COATES SIDE AGREEMENT WITH GUNNERSIDE CEASES			
								Estimated Payment: Subject to Change			
				Summer	Summer		Winter	Ewes Paid		Estimated	
		Rights	% of Rights	Ewes (CS)	Hoggs	Payment	Off-wintering	UP3 Payment	UP6 Payment	Total CS Payment	
			250	13.89%	128	39	Yes	128 £	6,554 £	2,838 £	9,392 £
			150	8.33%	77	23	Yes	77 £	3,932 £	1,703 £	5,635 £
Fawcett	Keith		240	13.33%	123	37	Yes	123 £	6,292 £	2,725 £	9,017 £
			10	0.56%	5	2	Yes	95 £	262 £	2,099 £	2,361 £
			185	10.28%	95	29	Yes	103 £	4,850 £	2,276 £	7,126 £
			230	12.78%	118	35	No	0 £	6,030 £	-	6,030 £
			235	13.06%	121	36	Yes	121 £	6,161 £	2,668 £	8,829 £
			70	3.89%	36	11	Yes	37 £	1,835 £	817 £	2,653 £
			430	23.89%	221	66	Yes	221 £	11,273 £	4,882 £	16,155 £
			<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	No	<u>0</u> £	<u>6,582</u>	<u>0</u> £	<u>6,582</u> £
			1800	100.00%	925	278		906 £	53,771 £	20,008 £	73,779 £

Mr Fawcett
Argill House
South Stainmore
Kirkby Stephen
CA17 4DH

Our ref: HA217/ES619

Your ref:

Date: 16 March 2021

Dear Keith

Angram Common Higher Tier – Funds Distribution

You will be pleased to hear that the 2020 Annual Revenue for the CS Higher Tier Agreement on Angram has been paid by the RPA, without the long delay we had last year. However, the payment is £588.80 less than expected and as such I have raised a query with the RPA on this. To avoid a delay in distribution of the scheme income to the Members, I am distributing what has been received, and if any top-up is received, we can deal with this separately.

The funds will be distributed to you using the Account details you provided to me in August (do keep me posted if your account details change). I enclose a copy of the “distribution sheet” to accompany this payment which details how the payments are calculated.

I’ve been informed that a number of Members didn’t receive a copy of the last Distribution Sheet. Apologies for this, please find this also enclosed.

In relation to the SP10 Group Funds – these have been retained again due to the expected invoice from the AONB for their Project Management in delivering the Capital Works. I am fully aware that each member is due reimbursement of application fees from the preparation of the Agreement and I anticipate being able to pay these once the AONB fees are covered. You will recall that we negotiated this additional SP10 annual revenue precisely for this purpose.

By way of an update on the Capital Works, the AONB Partnership confirm that no capital works have been completed this winter. Work will continue after shooting and into next winter up until December 2021. They will be prioritising getting the re-profiled edges brashed and then will take a view on timings on whether they are able to brash the bare peat along the ridge where the coir rolls were installed. So far, £69k of capital works have been completed and claimed back from the RPA. The RPA were incredibly slow at paying out a large claim on another agreement last year, leaving Gunnerside Estate out of pocket by almost £90k for a number of months – as such, they had to pause the delivery of the

works over the 20/21 winter period until the funds were received. This has been resolved now, but it means the schedule is tight for full delivery by the end of 2021.

If you have any queries regarding the above or the agreement more generally, please do not hesitate to contact either Julia or myself.

Yours sincerely,

Mike Dyke



GEORGE F. WHITE

9 South End, Bedale
North Yorkshire DL8 2BJ

t 01677 425301
www.georgefwhite.co.uk

Alnwick	t 01665 603231
Wolsingham	t 01388 527966
Barnard Castle	t 01833 690390
Bedale	t 01677 425301
Skiptonthorpe	t 01430 876010
Duns	t 01361 883488

K Fawcett Esq



Direct Dial:

Mobile:

Email:

Our Ref:

Your Ref:

Date: 21 November 2018

Dear Keith

RE: HIGHER LEVEL STEWARDSHIP ON ANGRAM COMMON

I am pleased to enclose a cheque in the sum of £3056.54 in respect of the Uplands based Higher Level Stewardship on Angram Common.

The total payment received is £22,472.99 which leaves a final amount of £7,491.01 to be paid before the end of June 2019.

I have once again retained £15,000 in the account in order to pay for surveys/ feasibility studies/agent's fees in respect of the new Countryside Stewardship Scheme. I enclose the breakdown of payments for your information.

I understand that a new bank account is being opened by Christine Clarkson on behalf of the Committee and I will continue to liaise with her regarding this.

I hope you find the enclosed to be in order however should you have any queries, please do contact me.

Kind regards.

Yours sincerely



Pippa Cartwright
Associate

For and on behalf of George F White LLP

Enc Cheque
Breakdown of payments

Angram Common Environmental Stewardship Agreement: Commoner's Proportions Nov'18

Commoner	HLS/ELS %	HLS/ELS - partial payment	Uplands %	Uplands partial payment	Total
	4.00	652.43	3.83	236.00	888.43
	24.67	4023.89	22.47	1384.62	5,408.51
	3.18	518.68	4.45	274.21	792.89
	8.53	1391.36	12.15	748.69	2,140.05
	13.35	2177.50	11.73	722.81	2,900.31
	9.27	1512.01	20.63	1271.24	2,783.25
K Fawcett	13.96	2277.00	12.65	779.54	3,056.54
	10.80	1761.57	12.09	744.99	2,506.56
	12.24	1996.45	0.00	0.00	1,996.45
	100.00	£16,310.89	100.00	£6,162.10	£22,472.99

Opening Balance	15,000.00
Total in account 20/11/18	37,472.99
Retain in account for CSS	15,000.00
Amount to pay out	22,472.99

Commoner					
	888.43				
	5,408.51				
	792.89				
	2,140.05				
	2,900.31				
	2,783.25				
K Fawcett	3,056.54				
	2,506.56				
	1,996.45				
	22472.99				

GEORGE F. WHITE

9 South End, Bedale
North Yorkshire DL8 2BJ

t 01677 425301
www.georgefwhite.co.uk

Alwick t 01665 603231
Newcastle upon Tyne t 0191 6053480
Wolsingham t 01388 527966
Barnard Castle t 01833 690390
Bedale t 01677 425301

K Fawcett Esq



Direct Dial:

Mobile:

Email:

Our Ref:

Your Ref:

Date: 29 January 2020

Dear Keith

RE: UPLANDS BASED HIGHER LEVEL STEWARDSHIP ON ANGRAM COMMON – MANAGEMENT FEE AND VAT ELEMENT

Now that the Higher Level Stewardship Scheme has come to an end and you have entered into the new Countryside Stewardship Scheme, I have received the Committee's instructions to raise my final fee account and transfer the balance to "Angram Moor Association".

Accordingly, the management fee for the period 1st January 2018 to 31st January 2020 has been deducted from the amount held in our client account – total £2,103.56 (including VAT).

I have issued each party with a receipted invoice in order to allow you to claim back the VAT element (if your business is VAT registered).

As discussed with Alan Coates and Christine Clarkson, I have sent a cheque in the sum of £7,750.77 (seven thousand seven hundred and fifty pounds and 77 pence) made payable to "Angram Moor Association" to be paid into your new bank account.

May I take this opportunity to thank you for your instructions and I have enjoyed working with you. I wish you all the very best with the new Countryside Stewardship Scheme.

Kind regards.

Yours sincerely

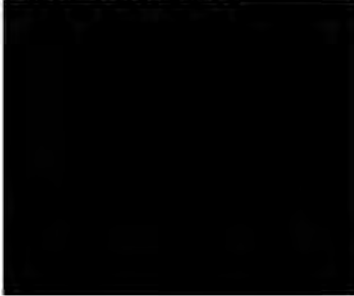


Pippa Cartwright
Associate

For and on behalf of George F White LLP

Enc VAT Invoice

Mr Fawcett



Your Ref:

Date: 20 November 2019

Dear Mr Fawcett

Angram Common Internal Agreement

As you will be aware, we raised invoices in July in respect of our continued work at the beginning of this year to get your CS agreement over the line. Whilst these were made out to individual graziers (on the % split as previously agreed) these were sent to George F Whites for payment. Having recently been paid by GF Whites from your retained HLS funds, I can now release copies of the paid invoices to you for your own accountancy purposes – please find this enclosed.

As always, if you have any queries regarding the above or the agreement more generally, please do not hesitate to contact either Julia or myself.

Yours sincerely



Mike Dyke



Keith and Hilary Fawcett

From: "Julia Aglionby - Work" [REDACTED]
Date: 11 October 2018 22:55 [REDACTED]
To: [REDACTED]
Cc: "Julia Aglionby (at Work)" [REDACTED] "Mike Dyke" <[REDACTED]>
Subject: Angram Common

Dear Hilary and Keith,

Angram Common

I am sorry it was so late when I rang this evening. The train was late into Carlisle then I headed home ate and sorted out the kids before trying you.

While the line wasn't good I clearly understood you are unhappy with Alan being paid on the full 400 rights he owns on Angram Common due to him having a side deal not to turn out sheep on his 150 rights entry in the register.

I have given this matter considerable thought and it might help if I set out the factors I considered in coming to my recommendation that Alan isn't allocated sheep on the 150 rights but they can be included in his payment. He also agrees not to turn out in the winter his 250 sheep so receives no winter payment on those sheep either.

In coming to my conclusion I have had to weigh up these factors which include:

- Other graziers are paid on their full rights even though they are never likely to ever graze to graze to that level again and some will only just be exercising 50% of the level allowed under the CS
- In the previous scheme all Alan's rights were included for the UELS payment, he owns all 400 rights having bought them himself
- Alan's agreement with the Estate is linked to some land he rents from them and he has the benefit of that land but while he had a fixed term tenancy that has run out and now he is holding over year to year. Alan has been told he will not be given a new fixed term as Mr Miller is 81 and the Estate does not want to commit to a ten year term to tie in with the CS agreement.
- This means if Mr Miller died or sold and the Estate served notice on Alan he would have to give up that land with 12 months notice. He then a would not be bound by the side agreement not to graze on Angram Common. He might then ask for the funds and sheep numbers to be redistributed. I have looked at the consequences and it would mean Alan receiving an extra £4,700 in UP6 and being allowed an extra 64 sheep in the summer.
- All the other graziers benefit by Alan having this side arrangement with the estate as there is an extra £4720 in the off-wintering pot each year and an extra 64 ewes and 21 hogs to be shared by the other graziers.
- So my proposal is that for the next ten years Alan:
 - Commits not to be paid any off-wintering even if his deal with the Estate terminates
 - Not increase his ewe numbers above the 136 allowed via the 250 rights even with his deal with the Estate terminates
 - Is paid UP6 on the full 400 rights

I have been firm with Alan that he will not be allocated the extra sheep in the summer and will not be paid the off-wintering for the full ten years. Alan lives locally, unlike you or say Peter, so he definitely would want to winter on the fell if he didn't have a deal with the Estate. He will not be

Countryside Stewardship: Negotiation schedule

Eligibility Requirements, Prescriptions and Indicators of Success for UP3 (Higher Tier)

Option Code	UP3 Management of moorland			
Parcel Information	Name:	Parcel No.	Parcel Area (ha)	Option Area (ha)
	Angram Commoners Committee	NY85009801	1250.49 ha	1250.49 ha
Aim (not binding)	To maintain and restore moorland priority habitats and ecosystem function, species, protect historic features and strengthen landscape character.			
Eligibility Rules	E213	Only available on parcels above the Moorland Line, which cross the Moorland Line or contribute to a single grazing unit with parcels above the Moorland Line.		
	E214	Only available on parcels above the stock-proof boundary of enclosed in-bye land including large enclosures adjacent to moorland, such as allotments, intakes and newtakes, which contain vegetation typical of semi-natural moorland habitats.		
	E215	Only available on parcels that contain one or more moorland priority habitats and/or species.		
Prescriptions	P2	Do not apply any fertilisers or manures.		Mandatory
	P3	Do not apply any lime.		Mandatory
	P10	Only use pesticides, including herbicides, to spot-treat or weed-wipe for the control of injurious weeds, invasive non-natives, nettles, rushes or bracken.		Mandatory
	P30	Do not plough, cultivate or re-seed.		Mandatory
	P32	Only undertake or permit vehicular access on agreed routes as identified in the restoration plan, or in the manner outlined in that plan, in order to avoid disturbance to breeding birds. Do not create new tracks for vehicle access.		Optional
	P112	Carry out a Wildfire Risk Assessment and agree a Wildfire Response Plan with the North Yorkshire Fire and Rescue Service. Provide and maintain fire control measures, as detailed in the Wildfire Response Plan.		Mandatory
	P189	Do not harrow or roll.		Mandatory
	P441	Only carry out mechanical operations or allow other activities that may cause disturbance to breeding &/or non-breeding birds between 1 July and 15 April.		Optional
	P520	Do not supplementary feed except for the provision of mineral blocks (non-energy based).		
	P593	Only graze Parcels NY85009801 in accordance with the stocking calendar which includes minimum and maximum stocking rates by grazing animal type by month.		Mandatory
	P666	Maintain an annual record of active graziers with their numbers and types of stock for the period of the agreement.		Mandatory
P705	Keep a monthly record of stock numbers grazing on parcel NY85009801. The record must include the number of animals by		Mandatory	

Countryside Stewardship: Negotiation schedule

	species [sheep] and the number of grazing days by each species. Make the record available on request and submit a copy with your annual claim.	
	<p>P715 Where there is vegetation that has over 50% cover of heather and exceeds 30cm in height:</p> <p>Burning and / or cutting on dry heath areas should not result in:</p> <ul style="list-style-type: none"> • damage to the soil surface which results in colonisation by 'acrocarpous' mosses; • signs of burning into the moss, liverwort and lichen layer, or exposure or breaking of the soil surface due to burning. <p>Burning and / or cutting on blanket bog and wet heath areas may be carried out only as part of a restoration plan agreed with Natural England.</p>	Optional
	<p>P718 Notify any accidental burns, those that do not follow good practice or any that affect areas that should not be burned to Natural England within one week.</p>	Mandatory
	<p>P719 Maintain records of all burning and cutting to allow review of delivery of outcomes. Make records available to Natural England on request.</p>	Optional
Indicators of Success (not binding)		
	<p>IOS107 For areas of upland dry heath there should be:</p> <ul style="list-style-type: none"> • At least 50% cover of dwarf shrubs , with at least two species at least frequent. • No signs of burning into the moss, liverwort or lichen layer. • A range of age classes of dwarf shrubs present . This should include at least 10% in the late-mature/degenerate stage. <p>Grazing should remove no more than 33% of heather/dwarf shrub shoots (when assessed between February and April) and/or flowering heather plants should be at least frequent in late summer-autumn (where present).</p>	Optional
	<p>IOS108 For areas of upland wet heath there should be:</p> <ul style="list-style-type: none"> • Between 25% and 75% cover of dwarf shrubs (except when bog-mosses (Sphagnum) or other wetland indicators are dominant) with cross-leaved heath at least occasional. • A combined cover of grasses, sedges and rushes of less than 75% and cover of soft-rush less than 10%. • No signs of recent burning into the moss, liverwort or lichen layer or exposure of bare peat due to burning. <p>Grazing should remove no more than 33% of heather/dwarf shrub shoots (when assessed between February and April) and/or flowering heather/cotton-grass plants should be at least frequent in late summer-autumn/spring (where present).</p>	Optional

Countryside Stewardship: Negotiation schedule

IOS110	For areas of blanket bog there should be: <ul style="list-style-type: none">• At least frequent bog-mosses (Sphagnum), with less than 10% damaged (dead/bleached or crushed/broken/pulled).• Between 20% and 75% cover of dwarf shrubs (except when bog-mosses (Sphagnum) or other wetland indicators are dominant), with at least two species at least frequent.• At least frequent flowering cotton-grass/grasses and sedges/ heathers and / wetland herbs in season.• A cover of cotton-grass, deer-grass and purple moor-grass individually less than 75%.	Optional

Application Number: AG00780401

Negotiated schedule for agreements starting 1 January 2019



The European
Agricultural Fund for
Rural Development:
Europe investing in
rural areas



Forestry Commission
England



Countryside Stewardship Agreement Document

Agreement Name:	Angram Common
Agreement Version:	Higher Tier
Agreement Number:	659555
Single Business Identifier:	113268694
Agreement Holder:	Angram Commoners Committee
Address:	Aygill House, Keld, Muker Richmond North Yorkshire
Post code:	DL11 6DY

Introduction

This is the Countryside Stewardship Agreement Document. It sets out the Agreement Holder specific details for a Countryside Stewardship Agreement. The Agreement Document should be read in conjunction with the:

- Countryside Stewardship Terms and Conditions; and
- The supporting documents specified in this Agreement Document,

which together form the Countryside Stewardship Agreement.

All elements and details in this Agreement Document are binding on the Agreement Holder, save where they are expressly stated to be "not binding".

Agreement objectives (not binding)

The aim of this agreement is to maintain and restore moorland priority habitats. There is a particular emphasis on the restoration of blanket bog and heath communities. The restoration of these habitats will support the needs of an array of important moorland flora and fauna.

Additionally, the agreement aims to preserve the historic environment and the strong cultural landscape that is a unique characteristic of Upper Swaledale and to involve the farming and sporting community in working together to deliver the shared outcomes, including restored and resilient blanket bog in favourable condition, in order to provide a sustainable future for both wildlife and people in this unique environment.

Table of Contents

1. Parties to the Agreement
2. Agreement Land
3. Agreement Period
- 3.1 Total Value for the Duration of Agreement
4. Summary of Multi-Year Options
5. Schedule of Multi-Year Option Grant Payments
6. Eligibility Requirements, Prescriptions and Indicators of Success for Multi- Year Options
7. Summary of Capital Items
8. Schedule of Completion Dates and Grant Payment Rates for Capital Items
9. Eligibility Requirements and Specifications for Capital Items
10. Grazing Management
11. Supporting Documents

1. Parties to the Agreement

The Agreement is between: Angram Commoners Committee

(the "**Agreement Holder**");

of Aygill House, Keld, Muker
Richmond
North Yorkshire
DL11 6DY

And

Natural England of Foss House, Kings Pool, 1-2 Peasholme Green, York
YO1 7PX

(the "**Authority**").

2. Agreement Land

The "Agreement Land" comprises the following parcels:

The Agreement Map(s) also identify the Agreement Land.

Please note that there are separate obligations in relation to your "Holding" which is separately defined in the Countryside Stewardship Terms and Conditions.

Agreement Land		
Parcel Name	OS Map Sheet ref/National Grid no.	Total Parcel Area
Angram Common	NY8500 9801	1250.49ha

3. Agreement period

The Agreement will commence on the Agreement Start Date and end on the Agreement End Date, subject to the provisions for early termination set out in the Countryside Stewardship Terms and Conditions.

Agreement Start Date 01/01/2019

Agreement End Date 31/12/2028

3.1 Total Value for the Duration of Agreement

The following table sets out the anticipated total payments which, subject to the Agreement Holder's compliance with the Agreement, will be paid to the Agreement Holder.

Please note that these figures are correct as at the Agreement Start Date and may vary as a result of the processes set out in the Countryside Stewardship Terms and Conditions and/or the Countryside Stewardship Manual. Examples of where the figures may change include amendments to change the size of a parcel.

These figures are being provided to assist the Agreement Holder to determine what publicity obligations will apply to them. For further details on publicity obligations, please see the Countryside Stewardship Manual.

Total revenue	Total capital	Agreement total
£812,818.50	£118,383.60	£931,202.10

4. Summary of Multi-Year Options

The following is a summary of the Multi-Year Options agreed to be implemented under the Agreement:

Multi-Year Options: Summary									
Parcel Name	OS Map Sheet ref/National Grid no.	Option Code	Option Title	Supplement	Total Parcel Area	Option Area/length	Option Duration	Option Start date	Option End date
Angram Common	NY8500 9801	UP3	Management of Moorland		1250.4900	1,250.4900	10	01/01/2019	31/12/2028
Angram Common	NY8500 9801	UP6	Upland Livestock Exclusion Supplement		1250.4900	1,250.4900	10	01/01/2019	31/12/2028
Angram Common	NY8500 9801	SP10	Administration of group managed agreements supplement		1250.4900	1,250.4900	10	01/01/2019	31/12/2028

6. Eligibility Requirements, Prescriptions and Indicators of Success for Multi-Year Options

The following tables set out the detailed requirements which the Agreement Holder must comply with.

Please note, however, that the "Aim" and any "Indicators of Success" in each table are not binding, though any Indicators of Success will be used as a tool to assess the outcomes and objectives of the Agreement. The location(s) of the Multi-Year Options are identified on the Agreement Map(s). For parcel information and option detail, please refer to Section 4

Eligibility Requirements, Prescriptions and Indicators of Success for UP3 (Higher Tier)

Multi-Year Options: Eligibility Requirements, Prescriptions and Indicators of Success	
Option Code and Description	UP3
Option Group	Management of moorland
Parcel Name	Angram Common
OS Map Sheet ref/National Grid no.	NY8500 9801
Parcel Area	1250.49ha
Option Area	1250.49ha
Aim (not binding)	
To maintain and restore moorland priority habitats and ecosystem function, species, protect historic features and strengthen landscape character.	
Eligibility Requirements	
E213	Only available on parcels above the Moorland Line, which cross the Moorland Line or contribute to a single grazing unit with parcels above the Moorland Line.
E214	Only available on parcels above the stock-proof boundary of enclosed in-bye land including large enclosures adjacent to moorland, such as allotments, intakes and newtakes, which contain vegetation typical of semi-natural moorland habitats.
E215	Only available on parcels that contain one or more moorland priority habitats and/or species.
Prescriptions	
P2	Do not apply any fertilisers or manures.
P3	Do not apply any lime.
P10	Only use pesticides, including herbicides, to spot-treat or weed-wipe for the control of injurious weeds, invasive non-natives, nettles, rushes or bracken.
P30	Do not plough, cultivate or re-seed.

Multi-Year Options: Eligibility Requirements, Prescriptions and Indicators of Success	
Option Code and Description	UP3
Option Group	Management of moorland
P112	Carry out a Wildfire Risk Assessment and agree a Wildfire Response Plan with the North Yorkshire Fire and Rescue Service. Provide and maintain fire control measures, as detailed in the Wildfire Response Plan.
P189	Do not harrow or roll.
P441	Only carry out mechanical operations or allow other activities that may cause disturbance to breeding &/or non-breeding birds between 1 July and 15 April.
P520	Do not supplementary feed except for the provision of mineral blocks (non-energy based).
P593	Only graze Parcels NY85009801 in accordance with the stocking calendar which includes minimum and maximum stocking rates by grazing animal type by month.
P666	Maintain an annual record of active graziers with their numbers and types of stock for the period of the agreement.
P705	Keep a monthly record of stock numbers grazing on parcel NY8500 9801. The record must include the number of animals by species (sheep) and the number of grazing days by each species. Make the record available on request and submit a copy with your annual claim.
P715	<p>Where there is vegetation that has over 50% cover of heather and exceeds 30cm in height: Burning and / or cutting on dry heath areas should not result in:</p> <ul style="list-style-type: none"> • damage to the soil surface which results in colonisation by 'acrocarpous' mosses; • signs of burning into the moss, liverwort and lichen layer, or exposure or breaking of the soil surface due to burning. <p>Burning and / or cutting on blanket bog and wet heath areas may be carried out only as part of a restoration plan agreed with Natural England.</p>
P718	Notify any accidental burns, those that do not follow good practice or any that affect areas that should not be burned to Natural England within one week.
P719	Maintain records of all burning and cutting to allow review of delivery of outcomes. Make records available to Natural England on request.
Indicators of Success (not binding)	
IOS107	<p>For areas of upland dry heath there should be:</p> <ul style="list-style-type: none"> • At least 50% cover of dwarf shrubs, with at least two species at least frequent. • No signs of burning into the moss, liverwort or lichen layer. • A range of age classes of dwarf shrubs present. This should include at least 10% in the latemature/degenerate stage. Grazing should remove no more than 33% of heather/dwarf shrub shoots (when assessed between February and April) and/or flowering heather plants should be at least frequent in late summer-autumn (where present)

Multi-Year Options: Eligibility Requirements, Prescriptions and Indicators of Success	
Option Code and Description	UP3
Option Group	Management of moorland
IOS108	<p>For areas of upland wet heath there should be:</p> <ul style="list-style-type: none"> • Between 25% and 75% cover of dwarf shrubs (except when bog-mosses (Sphagnum) or other wetland indicators are dominant) with cross-leaved heath at least occasional. • A combined cover of grasses, sedges and rushes of less than 75% and cover of soft-rush less than 10%. • No signs of recent burning into the moss, liverwort or lichen layer or exposure of bare peat due to burning. <p>Grazing should remove no more than 33% of heather/dwarf shrub shoots (when assessed between February and April) and/or flowering heather/cotton-grass plants should be at least frequent in late summer-autumn/spring (where present)</p>
IOS110	<p>For areas of blanket bog there should be:</p> <ul style="list-style-type: none"> • At least frequent bog-mosses (Sphagnum), with less than 10% damaged (dead/bleached or crushed/broken/pulled). • Between 20% and 75% cover of dwarf shrubs (except when bog-mosses (Sphagnum) or other wetland indicators are dominant), with at least two species at least frequent. • At least frequent flowering cotton-grass/grasses and sedges/ heathers and / wetland herbs in season. • A cover of cotton-grass, deer-grass and purple moorgrass individually less than 75%.

Eligibility Requirements, Prescriptions and Indicators of Success for UP6
(Higher Tier)

Multi-Year Options: Eligibility Requirements, Prescriptions and Indicators of Success	
Option Code and Description	UP6
Option Group	Upland livestock exclusion supplement
Parcel Name	Angram Common
OS Map Sheet ref/National Grid no.	NY8500 9801
Parcel Area	1250.49ha
Option Area	1250.49ha
Aim (not binding)	
To improve habitat and feature condition through complete removal of livestock for at least four months, often the winter grazing period.	
Eligibility Requirements	
E254	This supplement can only be used in combination with UP3 Management of Moorland option, where livestock are excluded for at least 4 months.
Prescriptions	
P142	Livestock removed from the moorland grazing unit to be located and managed as below - stock will normally be away-wintered or wintered in a building, unless they can be accommodated on the graziers holding without causing environmental damage.
P593	Only graze parcel NY8500 9801 in accordance with the stocking calendar which includes minimum and maximum stocking rates by grazing animal type by month.
P705	Keep a monthly record of stock numbers grazing on parcel NY8500 9801. The record must include the number of animals by species (sheep) and the number of grazing days by each species. Make the record available on request and submit a copy with your annual claim.
Indicators of Success (not binding)	
	There are no Indicators of Success for this option.

Eligibility Requirements, Prescriptions and Indicators of Success for SP10
(Higher Tier)

Multi-Year Options: Eligibility Requirements, Prescriptions and Indicators of Success	
Option Code and Description	SP10
Option Group	Administration of group managed agreements supplement
Parcel Name	Angram Common
OS Map Sheet ref/National Grid no.	NY8500 9801
Parcel Area	1250.49ha
Option Area	1250.49ha
Aim (not binding)	
This supplement supports the administration of agreements with shared tenure.	
Eligibility Requirements	
E48	This supplement can only be used in combination with an annual management option on agreement land which is common land or has shared tenure, where there are two or more legal interests.
E49	The group must submit with the application: <ul style="list-style-type: none"> a copy of a written internal agreement including the governance, responsibilities for delivering the agri-environment agreement requirements and payment allocation methodology; and evidence that all participants and the group are registered as a business with the RPA.
Prescriptions	
P144	Keep the agreement participants list fully updated during the agreement and submit revised versions to the RPA and Natural England within 30 days of any change.
P145	Keep records documenting the committee's activities and decisions, including organising and reporting on meetings, management of changes to the group membership/participants list, constitution and agreement documentation, and make them available on request.
Indicators of Success (not binding)	
Indicators of Success (not binding)	There are no Indicators of Success for this option.

7. Summary of Capital Items

The following is a summary of the Capital Items which the Agreement Holder is required to deliver under the Agreement:

Capital Items: Summary							
Parcel Name	OS Map Sheet ref/National Grid no.	Boundary	Item Code	Item Title	Supplement	Length/ Unit Number	Payment Rate
Angram Common	NY8500 9801		FM2	Major preparatory works for priority habitats (creation and restoration) and priority species		1	£118,383.60

8. Schedule of Completion Dates and Grant Payment Rates for Capital Items

The following table provides further detail regarding the Capital Items the Agreement Holder is required to deliver under the Agreement

The Capital Items must be completed by the relevant "Completion Date" and the relevant Grant must be claimed by the relevant "Claim By" date. The Grant paid will be based on the value included in the Payment Claim, but will not exceed the relevant "Max. Value".

Please refer the Countryside Stewardship Manual, claim form and associated instructions for details of the minimum claim value and what constitutes a valid capital claim.

Capital Items: Completion Dates and Grant Payment Rates Schedule									
Parcel Name	OS Map Sheet ref/National Grid no.	Boundary	Item Code	Length/ Unit No.	Payment Rate	Quotation Reference	Max. Value	Completion Date	Claim By
Angram Common	NY8500 9801		FM2	1	£118,383.60	TerraFirma	£118,383.60	31/12/2020	31/03/2021
Total value							£118,383.60		

Certain Capital Items must be maintained for a minimum duration. Further details are set out in the Countryside Stewardship Manual.

It is the Agreement Holder's intention to complete the following Capital Items in the first year of the Agreement, **however this requirement is not binding.** The binding requirements relating to these Capital Items are set out in the table above.

FM2. Major preparatory works for priority habitats (creation and restoration) and priority species

The funding level for the FM2 works will be at 100% and Natural England's preferred quote is from Terra Firma, £118,383.60, broken down as £98,653.00, plus 20% VAT (£19,730.60) as the Committee are not VAT registered and will be expecting to claim the VAT element on their total expenditure.

9. Eligibility Requirements and Specifications for Capital Items

The following tables set out the detailed requirements which the Agreement Holder must comply with. Please note, however, that the “Aim” in each table is not binding.

The location(s) of the Capital Item(s) are identified on the Agreement Map(s).

Capital Items: Eligibility Requirements and Specifications	
Item Code and Description:	FM2, Major preparatory works for priority habitats (creation and restoration) and priority species
Parcel Name	Angram Common
OS Map Sheet ref/National Grid no.	NY8500 9801
Length/unit no.	1

Capital Items: Eligibility Requirements and Specifications	
Item Code and Description:	FM2, Major preparatory works for priority habitats (creation and restoration) and priority species
Aim (not binding)	
To enable complex and / or large scale restoration and creation projects for Priority Habitats and / or Priority Species.	
Eligibility Requirements	
E1	<p>This item can only be used either:</p> <p>For the creation or enhancement of priority habitat in combination with one of the following management options:</p> <p>CT1 Management of coastal sand dunes and vegetated shingle CT2 Creation of coastal sand dunes and vegetated shingle on arable land and improved grassland CT3 Management of coastal saltmarsh CT4 Creation of inter-tidal and saline habitat on arable land CT5 Creation of inter-tidal and saline habitat by non-intervention UP3 Management of moorland LH1 Management of lowland heathland LH2 Restoration of forestry and woodland to lowland heathland LH3 Creation of heathland from arable or improved grassland WT6 Management of reed bed WT7 Creation of reed bed WT8 Management of fen WT9 Creation of fen WT10 Management of lowland raised bog BE4 Management of traditional orchards BE5 Creation of traditional orchards GS6 Management of species-rich grassland GS7 Restoration towards species-rich grassland GS8 Creation of species-rich grassland GS9 Management of wet grassland for breeding waders GS10 Management of wet grassland for wintering waders and wildfowl GS11 Creation of wet grassland for breeding waders GS12 Creation of wet grassland for wintering waders and wildfowl GS13 Management of grassland for target features GS14 Creation of grassland for target features WD4 Management of wood pasture and parkland WD5 Restoration of wood pasture and parkland WD6 Creation of wood pasture SW12 Making space for water;</p> <p>OR</p> <p>In combination with a land management option where a Section 41 priority species is known to be present or occurs locally and targeted favourable management is likely to lead to colonisation by that species. The proposed work must have written support from a recognised specialist (individual or organisation) in the species group to be targeted;</p> <p>OR</p> <p>If major preparatory works are identified within an implementation plan or feasibility study approved by Natural England.</p>

Capital Items: Eligibility Requirements and Specifications	
Item Code and Description:	FM2, Major preparatory works for priority habitats (creation and restoration) and priority species
Specifications	
S1	Complete the works as set out in the approved Implementation plan - Angram and Birkdale Commons Capital Works Action Plan (Meeting 12th June 2018) and Countryside Stewardship Agreement – Peatland Restoration Works Specification for Angram Common July 2018 by North Pennines AONB with areas of hagg re-profiling and bare peat restoration given in maps Angram Common CS Capital Works Map July 18, produced by North Pennine AONB, dated July 2018.
S5	Submit the receipted invoices and bank statements evidencing defrayal with your claim.

10. Grazing Management

For further details on this obligation, please see the Countryside Stewardship Manual.
The relevant limits are:

0.0726 LU/hectare for Severely Disadvantaged Land

11. Supporting Documents

The following table provides a non-exhaustive list of some of the key supporting documents relevant to the Agreement. Details of the Agreement Holder's obligations in relation to these documents and further information about the documents are set out in the Countryside Stewardship Manual.

Please note that whilst some of the consents, permissions and authorisations required for the Agreement are listed here, it is the Agreement Holder's responsibility to make sure that it obtains, maintains and complies with any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of its obligations under the Agreement.

Supporting Documents	
Agreement Map(s)	<input type="checkbox"/>
Farm Environment Record (FER)	<input type="checkbox"/>
Historic Environment Record (HER)	<input type="checkbox"/>
Baseline Evaluation of Higher Tier Agreements (BEHTA)	<input type="checkbox"/>
Woodland Management Plan	<input type="checkbox"/>
SSSI consent	<input type="checkbox"/>
Scheduled Monument Consent	<input type="checkbox"/>
Environment Agency Consent	<input type="checkbox"/>
Environmental Impact Assessment	<input type="checkbox"/>
Implementation Plan	<input type="checkbox"/>
Feasibility Study	<input type="checkbox"/>
Other supporting documents:	<input type="checkbox"/>

Angram Financial Report-2023

Prepared by Sarah Collier

Date 04/01/2024

1. Opening Balance

Balance Brought Forward:	£ 7,909.11	Notes:	The graziers were also partially repaid the monies received for the H&H application fees.
<i>consisting of:</i>			
Capital Works surplus	£ -		
SP10: Group Funds	£ 7,909.11		
UP3: Members Funds	£ -		
UP6: Off wintering payment	£ -		
<i>Payments since last distribution:</i>			
	£ 4,446.53		
	£ 139.88		
	£ 851.62		
	£ 124.84		
	£ 336.97		
	£ 656.68		
	£ 538.25		
K&HJ Fawcett	£ 681.27		
	£ 394.69		
	£ 314.33		
	£ 408.00		
Balance as at 01/12/2023	£ 3,462.58		

2. Received:

Annual Revenue Payment from RPA (for the 12 months of 2023) received 03/01/2024:	£ 100,126.73	Notes:	
<i>consisting of:</i>			
Capital Works	£ -		Basis Increased in 2023 - Expected = SP10 paid at £6.07/ha over 1250.49ha (to provide Group Funds), UP3 paid at £55/ha and UP6 paid at £19/ha over 1250.49ha to service member payments. Some payment rates for CS options have been revised from 2022 onwards
SP10: Group Funds	£ 7,590.47		
UP3: Members Funds	£ 68,776.95		
UP6: Off wintering payment	£ 23,759.31		
Total	£ 100,126.73		

4. Balance

Balance:	£ 103,589.32		
<i>consisting of:</i>			
Capital Works	£ -		
SP10: Group Funds	£ 11,053.06		
UP3: Members Funds	£ 68,776.95		
UP6: Off wintering payment	£ 23,759.31		

5. Capital Works Expenditure:

	£ -	Notes:	no outstanding capital works
--	-----	---------------	------------------------------

6. SP10 Group Expenses Due:

H & H Land and Estates Invoice (£947.58 +VAT)	£ 1,137.10	Notes:	H & H fee as detailed on accompanying invoice - to include Capital Works Claim, Funds distribution, liaison with AONB, NE, RPA, Association as required.
Officer payments	£ 500.00		Payments made to Angram Moor Account to then pay Officers expenses.
Total	£ 1,637.10		

7. Member Payments Due:

UP6 Off wintering	£ 23,759.31	Notes:	Basis for payments as detailed in the Internal Agreement - Sch.3, Part 1. Individual member payments as per table at bottom of this page.
Owner payment (12.24% of UP3)	£ 8,418.30		
Remaining UP3 (distributed on % Rights basis)	£ 60,358.65		
	£ 92,536.26		

10. Closing Balance:

SP10: Group Funds	£ 9,415.96	Notes:	SP10 Group funds hold positive balance after group expenses to allow for anticipated 2023 expense. All of UP3 & UP6 distributed.
UP3: Members Funds	£ -		
UP6: Off wintering	£ -		
Total	£ 9,415.96		

Member	No. Rights	% of Rights	UP3 share	No. Ewes off-wintered	UP6 Off Wintering payment	Total Member Payment
			£ 8,418.30			£ 8,418.30
	70	4.24%	£ 2,560.67	37	£ 1,183.17	£ 3,743.84
	430	26.06%	£ 15,729.83	245	£ 7,834.50	£ 23,564.33
	10	0.61%	£ 365.81	95	£ 3,037.87	£ 3,403.68
	230	13.94%	£ 8,413.63	0	£ -	£ 8,413.63
	235	14.24%	£ 8,596.54	131	£ 4,189.06	£ 12,785.59
	250	15.15%	£ 9,145.25	0	£ -	£ 9,145.25
K & HJ Fawcett	240	14.55%	£ 8,779.44	132	£ 4,221.03	£ 13,000.48
	185	11.21%	£ 6,767.49	103	£ 3,293.69	£ 10,061.17
	1650	100%	£ 68,776.95	743	£ 23,759.31	£ 92,536.26

Angram Common - Financial Report Sept 2020

Prepared By: Mike Dyke

17/09/2020

1. Opening Balance

	Balance Brought Forward:	£	-	Notes:	Zero opening balance.
<i>consisting of:</i>					
	Capital Works surplus	£	-		
	SP10: Group Funds	£	-		
	UP3: Members Funds	£	-		
	UP6: Off wintering payment	£	-		

2. Received:

	Annual Revenue Payment from RPA (for the 12 months of 2019) received:			Notes:	UP10 paid at £6/ha over 1250.49ha to provide Group Funds. UP3 paid at £43/ha and UP6 paid at £16/ha over 1250.49ha to service member payments.
	16/09/2020	£	81,281.85		
<i>consisting of:</i>					
	Capital Works	£	-		
	SP10: Group Funds	£	7,502.94		
	UP3: Members Funds	£	53,771.07		
	UP6: Off wintering payment	£	20,007.84		
	Total	£	81,281.85		

4. Balance

	Balance	£	81,281.85	
<i>consisting of:</i>				
	Capital Works	£	-	
	SP10: Group Funds	£	7,502.94	
	UP3: Members Funds	£	53,771.07	
	UP6: Off wintering payment	£	20,007.84	

5. Capital Works Expenses Due:

	£	-	Notes:	No Capital Works expenses at this time
	£	-		

6. SP10 Group Expenses Due:

H & H Land and Estates Invoice no. 34182 (£1687.92 + VAT)	£	2,025.50
AONB - Project Management Fees	£	-
Gunnerside Estates - (Capital Works delivery)	£	-
Reimbursement of Application Fees to Members	£	-
Total	£	2,025.50

Notes:

H & H fee as detailed on accompanying invoice - to include completion of Annual Claims, Capital Works Claims (& funds distribution), liaison with AONB, NE, RPA, Association. Management of Capital Works by AONB - terms of engagement provide for their invoice to be submitted once the Capital Works programme is complete (£13,200 ex VAT) - plan to pay this from retined SP10 from 2019 Revenue and 2020 SP10 (due to be received in 2021). Dick Murphy currently reviewing time accrued by Val in the delivery of Capital Works (working with AONB & Contractors) and to come back with proposal. Reimbursement of Application Fees to Members is proposed through this fund as build up of funds allow.

7. Member Payments Due:

UP6 Off wintering	£	20,007.84
Owner payment (12.24% of UP3)	£	6,581.58
Remaining UP3 (distributed on % Rights basis)	£	47,189.49
	£	<u>73,778.91</u>

Notes:

Basis for payments as detailed in the Internal Agreement - Sch.3, Part 1. Individual member payments as per table at bottom of this page.

10. Closing Balance:

SP10: Group Funds	£	5,477.44
UP3: Members Funds	£	-
UP6: Off wintering	£	-
Total	£	5,477.44

Notes:

SP10 Group funds hold positive balance after group expenses to allow for anticipated 2021 expense. All of UP3 & UP6 distributed.

Grazier	No. Rights	% of Rights	UP3 remainder share	No. Ewes off-wintered	UP6 Off Wintering payment	Total Grazier Payment
	70	4.242%	£ 2,001.98	37	£ 996.35	£ 2,998.33
	430	26.061%	£ 12,297.87	245	£ 6,597.47	£ 18,895.34
	10	0.606%	£ 286.00	95	£ 2,558.20	£ 2,844.20
	230	13.939%	£ 6,577.93	131	£ 3,527.63	£ 10,105.56
	235	14.242%	£ 6,720.93	0	£ -	£ 6,720.93
	250	15.152%	£ 7,149.92	0	£ -	£ 7,149.92
K & HJ Fawcett	240	14.545%	£ 6,863.93	132	£ 3,554.56	£ 10,418.48
	185	11.212%	£ 5,290.94	103	£ 2,773.63	£ 8,064.57
	1650	100%	£ 47,189.49	743	£ 20,007.84	£ 67,197.33

Angram Common - Financial Report March 2021

Prepared By: Mike Dyke

01/03/2021

1. Opening Balance

	Balance Brought Forward:	£	5,477.44	Notes:	£5477.44 of SP10 - Group Funds brought forward from previous distribution
<i>consisting of:</i>					
	Capital Works surplus	£	-		
	SP10: Group Funds	£	5,477.44		
	UP3: Members Funds	£	-		
	UP6: Off wintering payment	£	-		

2. Received:

	Capital Works payment from RPA received 18/01/2021	£	6,826.80	Notes:	
	Annual Revenue Payment from RPA (for the 12 months of 2020) received: 19/02/2021	£	80,693.05		Payment less than expected by £588.80. Expected = SP10 paid at £6/ha over 1250.49ha (to provide Group Funds), UP3 paid at £43/ha and UP6 paid at £16/ha over 1250.49ha to service member payments.
<i>consisting of:</i>					
	Capital Works	£	6,826.80		
	SP10: Group Funds	£	7,448.59		
	UP3: Members Funds	£	53,381.56		
	UP6: Off wintering payment	£	19,862.90		
	Total	£	<u>87,519.85</u>		

4. Balance

	Balance	£	<u>92,997.29</u>
<i>consisting of:</i>			
	Capital Works	£	6,826.80
	SP10: Group Funds	£	12,926.03
	UP3: Members Funds	£	53,381.56
	UP6: Off wintering payment	£	19,862.90

5. Capital Works Expenditure:

	Reimbursement to Gunnerside	£	6,826.80	Paid 20/01/2021	Notes:	Reimbursement for works undertaken & claimed back from the RPA
		£	<u>6,826.80</u>			

6. SP10 Group Expenses Due:

H & H Land and Estates Invoice (£750 +VAT)	£	900.00
AONB - Project Management Fees	£	-
Gunnerside Estates - (Capital Works delivery)	£	-
Reimbursement of Application Fees to Members	£	-
Total	£	900.00

Notes:

H & H fee as detailed on accompanying invoice - to include Capital Works Claim(s), Funds distribution, liaison with AONB, NE, RPA, Association.

AONB Management of Capital Works - terms of engagement provide for their invoice to be submitted once the Capital Works programme is complete (£13,200 ex VAT) - plan to pay this from retained SP10.

Dick Murphy currently reviewing time accrued by Val in the delivery of Capital Works (working with AONB & Contractors) and to come back with proposal.

Reimbursement of Application Fees to Members is proposed through this fund as build up of funds allow.

7. Member Payments Due:

UP6 Off wintering	£	19,862.90
Owner payment (12.24% of UP3)	£	6,533.90
Remaining UP3 (distributed on % Rights basis)	£	46,847.65
	£	73,244.46

Notes:

Basis for payments as detailed in the Internal Agreement - Sch.3, Part 1. Individual member payments as per table at bottom of this page.

10. Closing Balance:

SP10: Group Funds	£	12,026.03
UP3: Members Funds	£	-
UP6: Off wintering	£	-
Total	£	12,026.03

Notes:

SP10 Group funds hold positive balance after group expenses to allow for anticipated 2021 expense. All of UP3 & UP6 distributed.

Member	No. Rights	% of Rights	UP3 share	No. Ewes off-wintered	UP6 Off Wintering payment	Total Member Payment
			£ 6,533.90			£ 6,533.90
	70	4.24%	£ 1,987.48	37	£ 989.14	£ 2,976.61
	430	26.061%	£ 12,208.78	245	£ 6,549.68	£ 18,758.46
	10	0.606%	£ 283.93	95	£ 2,539.67	£ 2,823.60
	230	13.939%	£ 6,530.28	0	£ -	£ 6,530.28
	235	14.242%	£ 6,672.24	131	£ 3,502.07	£ 10,174.31
	250	15.152%	£ 7,098.13	0	£ -	£ 7,098.13
K & HJ Fawcett	240	14.545%	£ 6,814.20	132	£ 3,528.81	£ 10,343.01
	185	11.212%	£ 5,252.62	103	£ 2,753.54	£ 8,006.15
	1650	100%	£ 53,381.56	743	£ 19,862.90	£ 73,244.46

Angram Common			1250.49 ha			Summer Ewes		925		22/09/18		
						Summer Hoggs		<u>280</u>				
UP3	£	43.00	£	53,771	£	29.71			1205			
UP6	£	16.00	£	20,008	£	28.31						
Payment to Estate			£ 6,582									
Balance of UP3			£ 47,189									
Ewes Paid												
		Rights	% of Rights	Summer Ewes (CS)	Sumer Hoggs	Winter Payment	Off-wintering	UP3 Payment	UP6 Payment	Estimated CS Payment		
[REDACTED]		400	22.10%	201	66	No	0	£ 10,429	0	£ 10,429		
Fawcett	Keith	240	13.26%	120	40	Yes	132	£ 6,257	£ 3,738	£ 9,995		
[REDACTED]		10	0.55%	5	2	Yes	96	£ 261	£ 2,718	£ 2,979		
[REDACTED]		185	10.22%	93	31	Yes	103	£ 4,823	£ 2,916	£ 7,740		
[REDACTED]		230	12.71%	115	38	No	0	£ 5,996	£ -	£ 5,996		
[REDACTED]		235	12.98%	118	39	Yes	118	£ 6,127	£ 3,338	£ 9,465		
[REDACTED]		70	3.87%	35	12	Yes	37	£ 1,825	£ 1,048	£ 2,873		
[REDACTED]		440	24.31%	221	73	Yes	221	£ 11,471	£ 6,250	£ 17,721		
[REDACTED]		<u>0</u>	<u>0</u>	<u>0</u>	-	No	<u>0</u>	<u>£ 6,582</u>	<u>0</u>	<u>£ 6,582</u>		
		1810	100.00%	908	300		707	£ 53,771	£ 20,007.84	£ 73,778.91		

REGISTER OF COMMON LAND

COMMONS ACT 2006

Register Unit No CL 152
Edition No 2

RIGHTS SECTION – Sheet No 3

NORTH YORKSHIRE COUNCIL

COMMONS REGISTRATION AUTHORITY

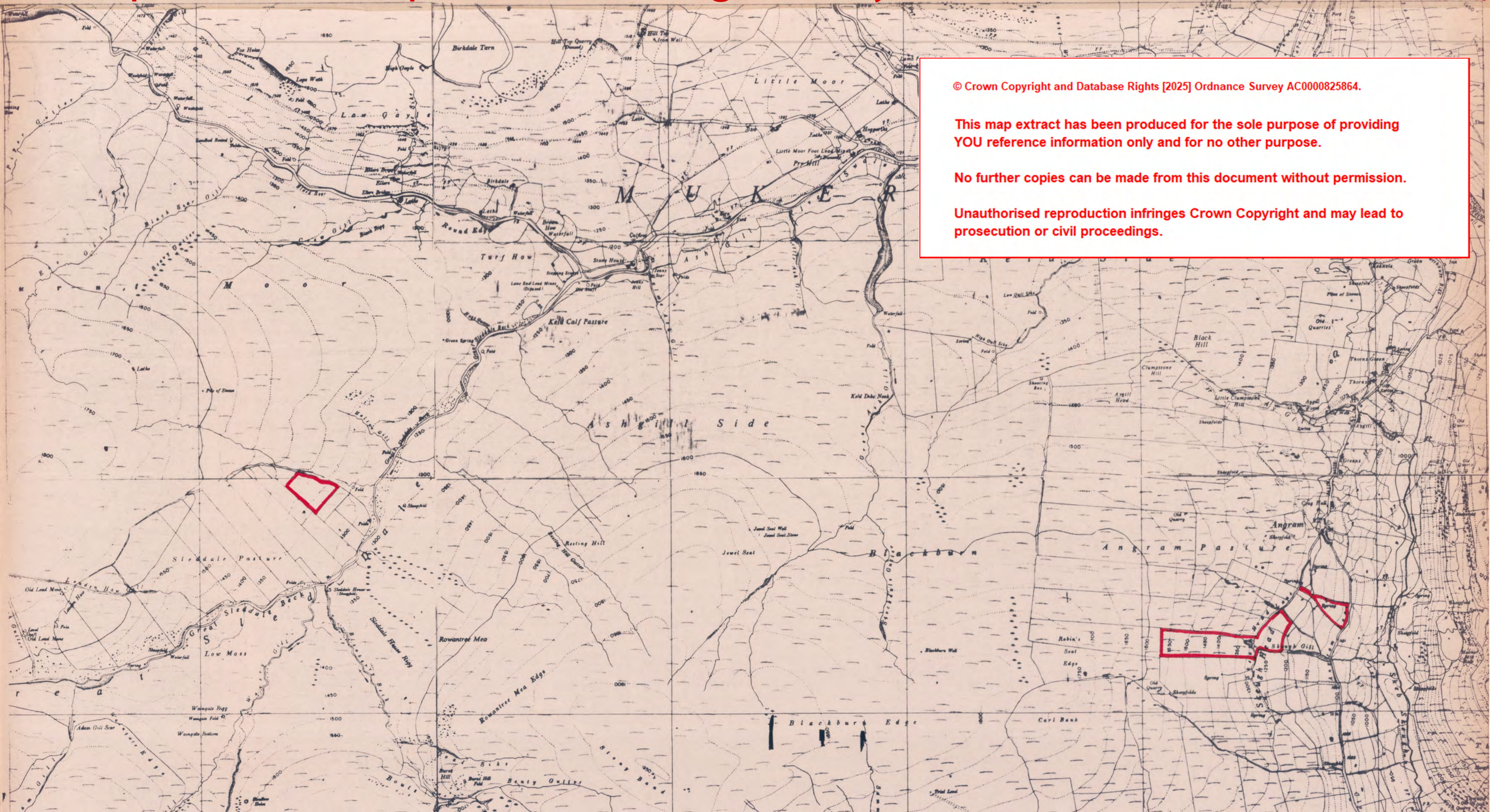
See Overleaf for notes

23 SEP 2024

1. No and date of entry	2. No., date and cause of application	3. Name and address of every applicant for registration or amendment, and the capacity in which they applied	4. Particulars of the right of common and of the land over which it is exercisable	5. Particulars of the land (if any) to which the right if attached or details of the owner of any right held in gross.
11 28 th June 1968 (see entry no. 19 below)	627 28 th March 1968	William Calvert, Thornes Green, Muker, Richmond and George Calvert and Thomas Calvert of Hoggarths, Keld, Richmond. Owners	The right (a) To graze 10 sheep (b) of turbary (c) to cut rushes, (d) to take away stones, over the whole of the land comprised in this register unit.	All that land known as Thornes, in the Parish of Muker as shown coloured red on the supplemental map (O.S. No. NY 80 SE) bearing the number of this register unit. (See Entries Nos. 23 and 24 below)
12 28 th June 1968 (see entry no. 19 below)	628 28 th March 1968	Frances Fawcett and Bryan Fawcett Cragg Hall, Muker, Richmond. Owners.	The right – (a) to graze 50 sheep (b) of turbary (c) to take away stones, over the whole of the land comprised in this register unit.	All that land known as Tofa Gill in the Parish of Muker as shown edged red on the supplemental map (O.S. No. SD 89 NE) bearing the number of this register unit.
13 28 th June 1968 (see entry no. 19 below)	630 28 th March 1968	(Mrs.) Ruth Calvert, Stockdale Home, Thwaite, Richmond, Yorkshire. Owner.	The right to (a) graze 150 sheep followers (b) take away stones (c) turbary over the whole of the land comprised in this register unit.	All that farm known as Greenses Farm, in the Parish of Muker as shown edged red on the supplemental map (O.S. Nos. NY 80 SE and SD 89 NE) bearing the number of this register unit.
Registration Amendment: Entry No. 13 above is replaced by Entry No. 26 below				

Supplemental Map for CL152 - Right entry 12

CL152-12



© Crown Copyright and Database Rights [2025] Ordnance Survey AC0000825864.

This map extract has been produced for the sole purpose of providing YOU reference information only and for no other purpose.

No further copies can be made from this document without permission.

Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings.