

DATED

*SFA* December 2006

NORTH YORK MOORS NATIONAL PARK AUTHORITY

-and-

GORDON WEARMOUTH and DENISE MARY WEARMOUTH



SECTION 106 AGREEMENT

relating to land at

Robin Hoods Bay, North Yorkshire



DATE 8th December 2006

**PARTIES**

**THE NATIONAL PARK**

The North York Moors National Park Authority of the Old Vicarage Bondgate Helmsley North Yorkshire YO62 5BP

**THE OWNERS**

Gordon Wearmouth and Denise Mary Wearmouth both of 8 The Paddocks Orlingbury Kettering Northamptonshire NN14 1JU

**DEFINITIONS**

1972 Act	the Local Government Act 1972
1990 Act	the Town and Country Planning Act 1990
S56	Section 56 of the 1990 Act
S106	Section 106 of the 1990 Act
S111	Section 111 of the 1972 Act
Application	an application for planning permission made to the National Park on 9 February 2006 under reference NYM/2006/0113/FL for the Development on the Land
Development	Change of use and alterations including part demolition of the former sauna/wash house shown edged red and labelled "Wash House" on the Plan to form a premises for ancillary use to The Haven
Land	the land at Robin Hoods Bay North Yorkshire edged red on the Plan
Plan	the Plan attached
Schedule	the Schedule to this Agreement
The Haven	the residential premises known as The Haven King Street Robin Hoods Bay North Yorkshire and shown edged red and labelled "The Haven" on the Plan

NYM/NPA  
11 DEC 2006

**RECITALS**

1. The National Park is the local planning authority for the purposes of the 1990 Act
2. The Owners have both freehold and leasehold interest in the Land
3. The National Park has resolved to approve the Application subject to the prior execution of this Agreement without which planning permission for the Development would not be granted

**THE AGREEMENT:-**

1. This Agreement:-
  - (a) constitutes a planning obligation for the purposes of S106 and is made pursuant to the powers in S106 and S111
  - (b) does not operate to grant any consent or approval under the 1990 Act or any other legislation

NYMNP  
11 DEC 2006

- (c) shall be registered as a local land charge
  - (d) may only be varied by a Deed executed by the parties and expressed to be supplementary to this Agreement
2. The expression "the National Park" shall include any successor local authority
  3. All references to statutory provisions in this Agreement shall be construed as including references to any statutory modification consolidation or re-enactment of such provisions
  4. The Owners jointly and severally covenant with the National Park that all the interest which the Owners have in the Land shall be subject to the restrictions and provisions regulating the Development which are contained in the Schedule
  5. The permission granted pursuant to the Application shall be exercisable by the Owners only and shall not be exercisable by any other parties including any successor of the Owners in title to the Land
  6. The planning obligations contained in the Schedule shall take effect only when the Development has begun by the carrying out of a material operation within the meaning of S56
  7. If the permission granted pursuant to the Application expires before the Development is begun or shall at any time be revoked this Agreement shall immediately cease to have effect
  8. The parties agree that this Agreement shall not operate to bind the Owners personally in respect of any period during which the Owners no longer have an interest in the Land
  9. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
  10. The parties shall each bear their own costs in the preparation and completion of this Agreement

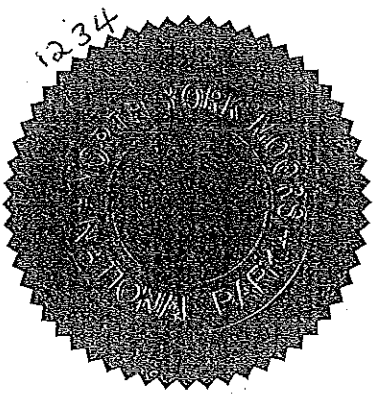
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EXECUTED as a Deed on the date which first appears

**THE SCHEDULE**

- i. the premises resulting from the Development shall not at any time be used for residential purposes including any form of overnight accommodation
- ii. the premises resulting from the Development shall be used only as an annexe for ancillary domestic use to The Haven such use to include particularly (but not exclusively) the storage of fishing tackle
- iii. all use of the premises resulting from the Development shall be only as ancillary to the occupation of The Haven

THE COMMON SEAL OF THE NORTH YORK MOORS NATIONAL PARK AUTHORITY was affixed in the presence of:-



**AUTHORISED  
SIGNATORY**



SIGNED AND DELIVERED as a Deed  
by GORDON WEARMOUTH in the  
presence of:-

J. E. MURPHY  
7 BLOOMFIELD WALK  
ORSETT, ESSEX RM16 3QW - RETIRED

SIGNED AND DELIVERED as a Deed  
by DENISE MARY WEARMOUTH in the  
presence of:-

J. E. MURPHY  
7 BLOOMFIELD WALK  
ORSETT, ESSEX RM16 3QW - RETIRED

