

DATE 3 FEBRUARY 2009

**PARTIES**

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

**THE OWNER** Mr John William Mark Wooding, Newcastle House, 8 John Street, Whitby, North Yorkshire, YO21 3ET

**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 17 December 2007 under reference NYM/2007/1032/FL for the Development on the Land

**Development** Making a change of use of the Land to convert the redundant barn known as the "Old Smithy", Dunsley, to form a unit of holiday accommodation and the provision of associated parking

**Land** the land at Dunsley, North Yorkshire as edged red on Plan No.1

**Plan No.1** the Plan attached

**Plan No.2** Drawing No. D8376 -- 02 Rev G attached

**Schedule** the Schedule to this Agreement

**RECITALS**

1. The National Park is the local planning authority for the purposes of the 1990 Act by whom the obligations contained in this Deed are enforceable
2. The Owner is the freehold owner of 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

(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

THI  
MC  
affi

- 2.1 The expressions "The National Park" and "the Owner" shall include their respective successors in title and persons respectively claiming through or under them
- 2.2 All references to statutory provisions in this Agreement shall be construed as including references to any statutory modification consolidation or re-enactment of such provisions
3. The Owner covenants with the National Park that all the interest which the Owner has in the Land shall be permanently subject to the restrictions and provisions regulating the Development which are contained in the Schedule
4. This Agreement shall take effect only on the date it is executed
5. 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
6. The parties agree that this Agreement shall not operate to bind the Owner personally in respect of any period during which the Owner no longer has an interest in the Land provided that if the Owner parts with the Land the Owner shall transfer the Owner's obligations in this Agreement to any successor in title
7. 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
8. The parties shall each bear their own costs in the preparation and completion of this Agreement

S  
B

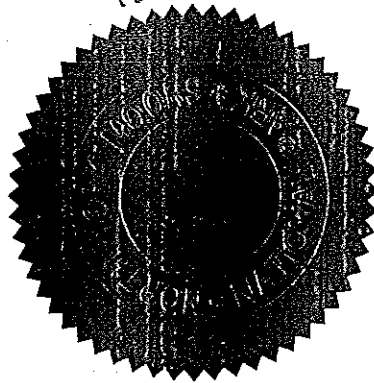
ii

EXECUTED as a Deed on the date which first appears

#### THE SCHEDULE

1. The Old Smithy shall not be used other than for holiday letting purposes. This means letting to the same persons, group of persons or family for a period(s) not exceeding a total of 28 days in each calendar year.
2. No works of operational development shall be carried out to the southern part of the building which is considered beyond repair. The area currently comprises boundary walls and is where the oil tank is proposed to be located (as shown in Drawing Number D8376-02 Rev G). This area is coloured green on the attached plan (Plan No.1).
3. No part of the Land shown outlined in blue on the plan (Plan No.1) shall be used as curtilage for purposes ancillary to the holiday letting use of the Old Smithy

1567



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

ssed to be  
respective  
s including  
h  
ner has in  
ilating the  
opr. .it is  
e to have  
sonally in  
he Land  
Owner's  
Rights of  
reement  
of this  
ing to  
ays in  
ilding  
here  
area  
e for

### AUTHORISED SIGNATORY

SIGNED AND DELIVERED as a Deed  
By JOHN WILLIAM MARK WOODING

JWM

in the presence of:-

WITNESSES SIGNATURES

WITNESS SIGNATURE

GARETH EDEN RAW

WITNESS ADDRESS

+ 1 PRIORITY PARK

GROSMOUT

WHITBY

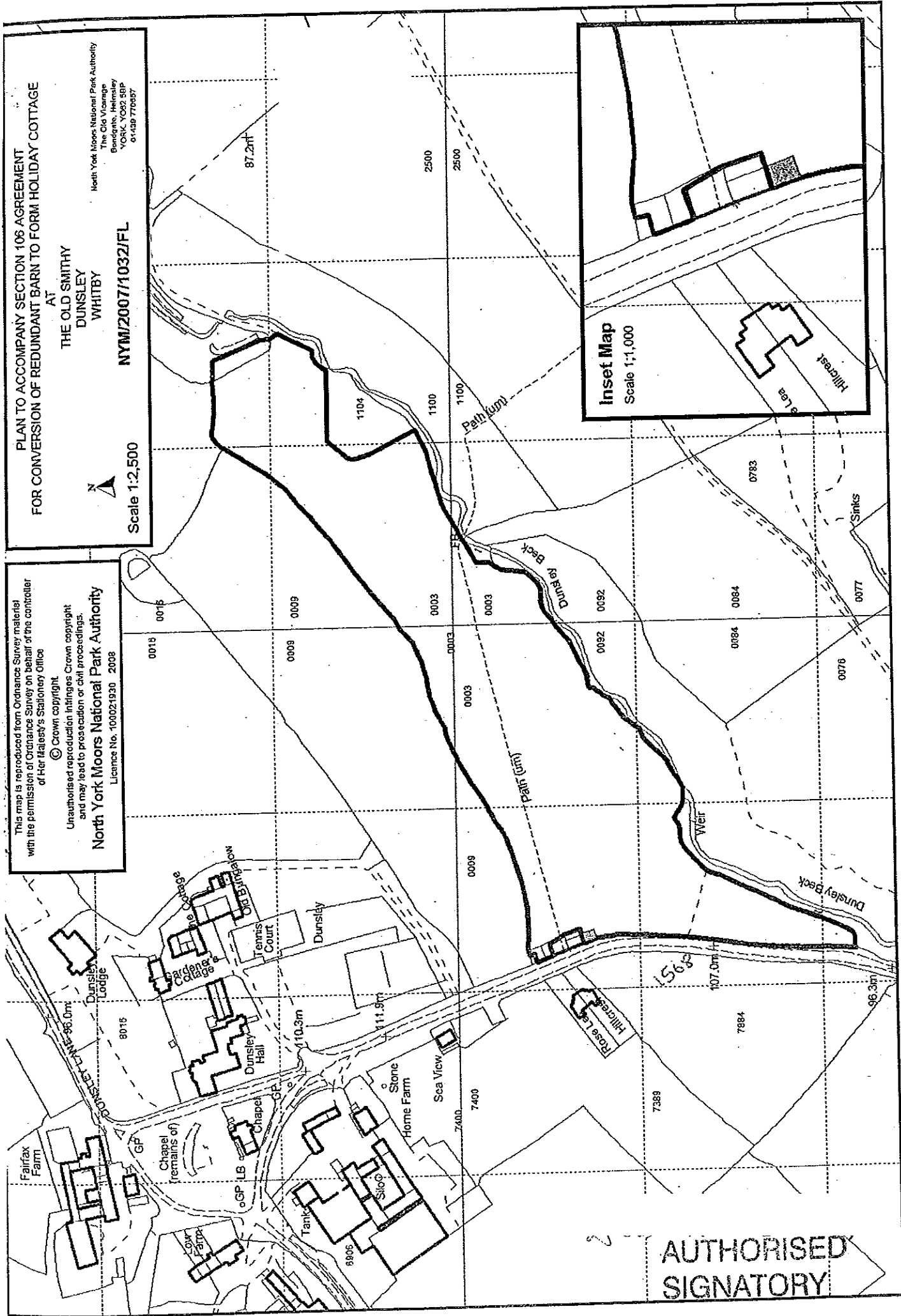
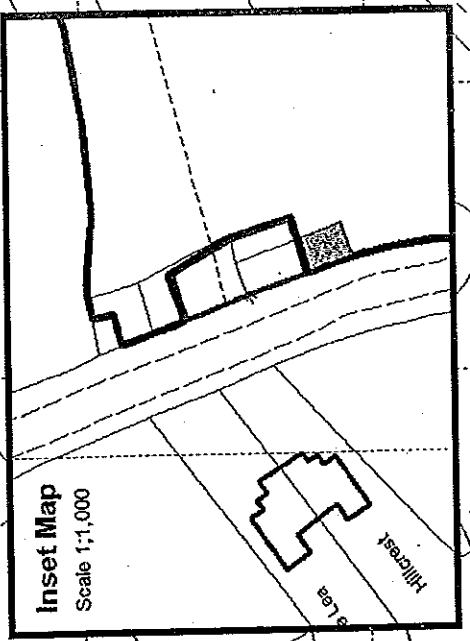
NORTH YORKSHIRE

PLAN TO ACCOMPANY SECTION 106 AGREEMENT  
FOR CONVERSION OF REDUNDANT BARN TO FORM HOLIDAY COTTAGE  
AT  
THE OLD SMITHY  
DUNSLEY  
WHITBY  
NYM/2007/1032/FL  
Scale 1:2,500

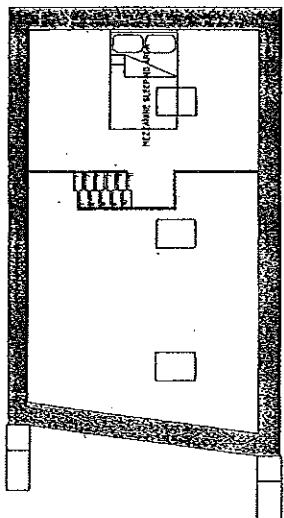
North York Moors National Park Authority  
The Old Vicarage  
Bardgate, Helmsley  
YO86 3BP  
01439 720857



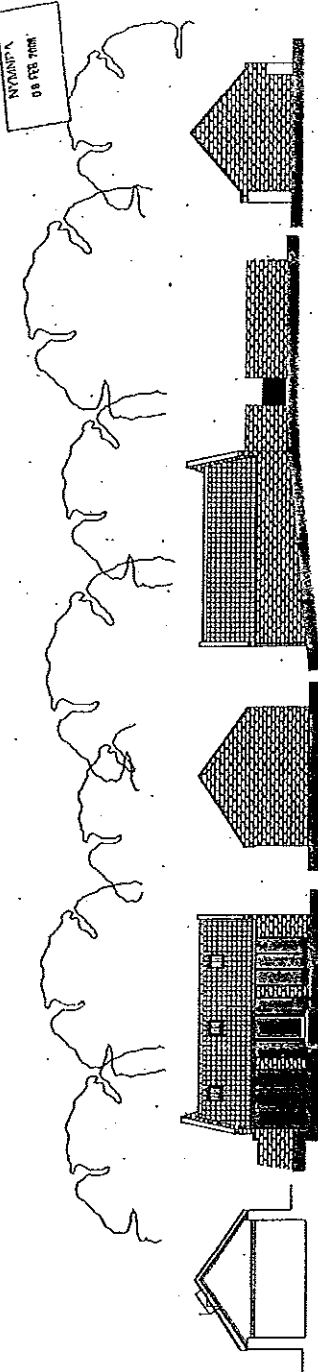
This map is reproduced from Ordnance Survey material  
with the permission of Ordnance Survey on behalf of the controller  
of Her Majesty's Stationary Office  
© Crown copyright  
Unauthorised reproduction infringes Crown copyright  
and may lead to prosecution or civil proceedings.  
North York Moors National Park Authority  
Licence No. 10002/1930 2008



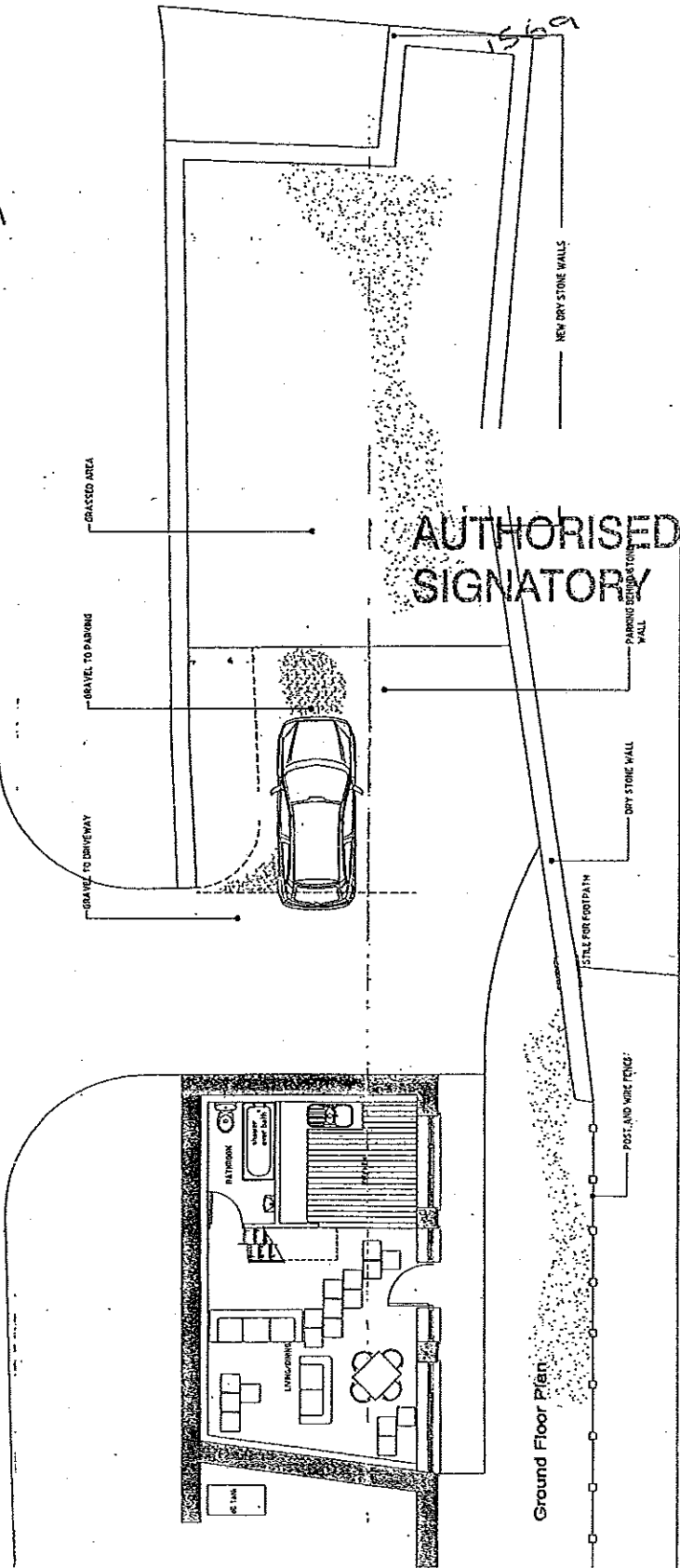
AUTHORISED  
SIGNATORY



First Floor Plan



NYOUNIPA  
08 FEB 2008



Ground Floor Plan

**AMENDED**  
Notes

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	15/07/09	MD
2	REVISED PERMIT	23/07/09	MD
3	REVISED PERMIT	23/07/09	MD
4	REVISED PERMIT	23/07/09	MD
5	REVISED PERMIT	23/07/09	MD
6	REVISED PERMIT	23/07/09	MD
7	REVISED PERMIT	23/07/09	MD
8	REVISED PERMIT	23/07/09	MD
9	REVISED PERMIT	23/07/09	MD
10	REVISED PERMIT	23/07/09	MD

**b h d partnership**  
Architects, Planners, Interior Designers, Project Managers  
100 West Street, Suite 200, New York, NY 10038  
Tel: 212 921 1000 Fax: 212 921 1001  
www.bhdpartnership.com

**ARCHITECTURAL**

Client: Mr. Wooding  
Project: Refurbishment of Old Laundry, Dunwoody  
Site: Proposed Plan and Elevations

Scale: 1/4" = 1'-0"

DATE: 23 FEB 08  
DRAWN BY: MD  
CHECKED BY: MD  
PROJECT NO: DB376-02

DATED

NORTH YORK MOORS NATIONAL PARK AUTHORITY

-and-

MR JOHN WILLIAM MARK WOODING

SECTION 106 AGREEMENT

relating to land at Dunsley, Whitby, North Yorkshire

Carole Dunn  
Assistant Chief Executive (Legal  
and Democratic Services)  
North Yorkshire County Council  
County Hall  
NORTHALLERTON  
DL7 8AD