

I certify this to be a true copy of the original

DATE 24 June 2010

Signed, \_\_\_\_\_  
for Head of Legal Services  
North Yorkshire County Council

**PARTIES**

**THE NATIONAL PARK** THE NORTH YORK MOORS NATIONAL PARK  
AUTHORITY of the Old Vicarage, Bondgate, Helmsley,  
North Yorkshire YO62 5BP

**THE OWNER** KARL PETER DUNBOBBIN AND AMBER DAWN  
DUNBOBBIN of Whisperdale Farm, Silpho, Scarborough,  
North Yorkshire YO13 0JT

**THE MORTGAGEE** FUTURE MORTGAGES LIMITED (Co. Regn. No. 3300794)  
of PO Box 49944 LONDON SE5 7YG

NYMNPA  
28 JUN 2010

**DEFINITIONS**

**1972 Act** the Local Government Act 1972

**1990 Act** the Town and Country Planning Act 1990

**S106** Section 106 of the 1990 Act

**S111** Section 111 of the 1972 Act

**the Application** an application for planning permission made to the National Park on 20 February 2009 under reference NYM/2009/0112/FL for the Development of the Site on the Land

**the Area** the North York Moors National Park

**the Development** variation of Condition 1 of planning permission NYM/2008/0017/FL (which permitted a variation of condition 7 of planning permission NYM4/025/0004/PA) to allow the use of the Site as holiday letting accommodation

**the Land** the land at Whisperdale Farm, Silpho, Scarborough, North Yorkshire YO13 0JT edged BLUE on the Plan

**the Site** the land comprising part of the Land and situated at Whisperdale Barn, Silpho, Scarborough, North Yorkshire edged RED on the Plan

**the Permission** the Permission to be granted by the National Park pursuant to the Application

**the Plan** the Plan attached

**the 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 Agreement are enforceable
2. The Owner is the freehold owner of the Land and has charged the Land by way of legal mortgage to the Mortgagee

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

**NYMNP**

28 JUN 2010

**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
- 2.1 The expressions "The National Park" "the Owner" and "the Mortgagee" 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. The obligations covenants and restrictions in this Agreement shall come into effect upon the granting of the Permission
5. 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 but without prejudice to liability for any subsisting breach of this Agreement prior to parting with such interest and 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 and obtain a covenant from the transferee to do likewise on any subsequent disposal
6. The Mortgagee consents to the covenant made by the Owner in Clause 3.
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

**EXECUTED** as a Deed on the date which first appears

PLAN TO ACCOMPANY SECTION 106 AGREEMENT  
AT  
WHISPERDALES BARN  
WHISPERDALES FARM  
SILPHO

**NYM/2008/0017/FL**



Scale 1:1,250

North York Moors National Park Authority  
The Old Vicarage  
Bondgate, Helmsley  
YORK, YO62 5BP  
01439 770557

Pond

**NYMNP**  
**28 JUN 2010**

0949

0044

1842

The Barn

Whisperdales

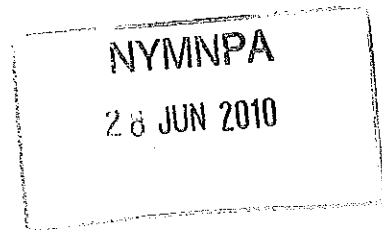
0938

Ford

Track

0025

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**THE SCHEDULE**  
**COVENANTS BY THE OWNER**

- (1) Not to part with their interest in the Land except by a transfer of the whole of the Land
  - (2) Not to own the Site or permit it to be owned except by the same persons who for the time being own the freehold title to the whole of the Land
  - (3) Not to permit any person to occupy the Site other than as either:
    - (a) ancillary accommodation to the principal dwellinghouse situated upon the Land as members of the family of the occupants for the time being of that principal dwellinghouse; or
    - (b) under a residential letting agreement, subject to the occupants of the Site being persons who satisfy one of the following criteria (or who are the dependants for the time being of such persons):
      - (i) persons who at the time of taking up occupation of the Site are living in and have permanently resided in the Area for no less than five (5) years and who are living in accommodation that no longer meets their requirements; or
      - (ii) persons who at the time of taking up occupation of the Site do not currently live in the Area but who (in the opinion of the National Park) have a strong and long-standing link to the local community including a previous period of residence in the Area of five (5) years or more; or
      - (iii) persons who at the time of taking up occupation of the Site have an essential need to move to live close to relatives who are currently living in and have resided in the Area for at least the previous five (5) years or more and require support for reasons of age or infirmity; or
      - (iv) persons who at the time of taking up occupation of the Site require support for reasons of age or infirmity and need to move to live close to relatives who are currently living in and have resided in the Area for at least the previous five (5) years or more; or
      - (v) persons who at the time of taking up occupation of the Site need (in the opinion of the National Park) to live in the Area as a result of their current sole employment within the parish in which the Land is situated or an adjacent parish;
- subject in all cases to any qualifying period of occupation not having been accrued in breach of planning control.
- (4) Not to occupy the Site at any time when it is in separate ownership from the whole of the Land

NYMNP  
28 JUN 2010

1696

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 KARL PETER DUNBOBBIN in the  
presence of:-

CARLA BALDWIN

1 Roosevelt Court  
Scarborough, YO12 5LN

SIGNED AND DELIVERED as a Deed  
by AMBER DAWN DUNBOBBIN in the  
presence of:-

CARLA BALDWIN

1 Roosevelt Court  
Scarborough, YO12 5LN

EXECUTED AS A DEED by  
FUTURE MORTGAGES LIMITED

acting by:

Director  
Nicholas James  
Authorised Signatory  
Director/Secretary

Adrian Groves  
Authorised Signatory



DATED 24 <sup>JUNE</sup> JANUARY 2010

**NORTH YORK MOORS NATIONAL PARK AUTHORITY**

-and-

**MR. AND MRS. DUNBOBBIN**

- and -

**FUTURE MORTGAGES LIMITED**

**SECTION 106 AGREEMENT**

relating to land at Whisperdale Farm, Silpho, Scarborough



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