

DATE 3 FEBRUARY 2009

PARTIES

THE NATIONAL PARK

The North York Moors National Park Authority of the Old Vicarage Bondgate Helmsley North Yorkshire YO62 6BP

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

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- 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

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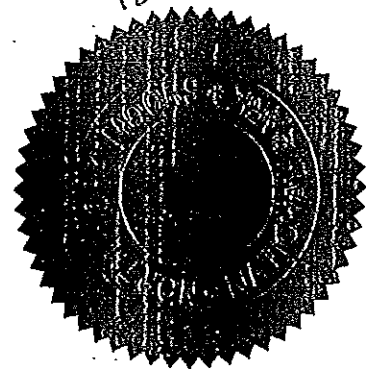
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EXECUTED as a Deed on the date which first appears

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

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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 JOHN WILLIAM MARK WOODING

John W. M. Wooding

In the presence of:-

WITNESSES SIGNATURES

GARETH EDEN RAW

*1 PRIORITY PARK
GROSMOUNT
WHITBY
NORTH YORKSHIRE*

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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