

NORTH YORK MOORS NATIONAL PARK AUTHORITY

- and -

PAUL CRAVEN and CAROLINE CRAVEN

- and -

AISLABY STONE LIMITED

SECTION 106 AGREEMENT

relating to the quarry at Aislaby, Whitby, North Yorkshire
and supplemental to the existing Section 106 Agreement
relating to this land dated 6 March 2015

THIS DEED is dated the 15th day of December

2015

BETWEEN:

- (1) **THE NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York YO62 5BP ("**National Park Authority**");
- (2) **PAUL CRAVEN** and **CAROLINE CRAVEN** of 22 Egton Road, Aislaby, Whitby, North Yorkshire YO21 1SU ("**Owner**"); and
- (3) **AISLABY STONE LIMITED** (company number 4415132) whose registered office is at 22 Egton Road, Aislaby, Whitby, North Yorkshire YO21 1SU ("**Company**").

1. Definitions

- 1.1 'the 1990 Act' means the Town and Country Planning Act 1990,
- 1.2 'the Section 73 Application' means the application made under section 73 of the 1990 Act submitted by the Owner to the National Park Authority for the variation of a condition of the Original Permission and allocated reference number NYM/2015/0758/FL,
- 1.3 'the Commencement of the Section 73 Development' means the date upon which the Section 73 Development shall commence by the carrying out on the Land pursuant to the Section 73 Application of a material operation as specified in Section 56(4) of the Act,
- 1.4 'the Original Permission' means the planning permission subject to conditions granted by the National Park authority under reference number NYM/2012/0612/FL,
- 1.5 'the Original Section 106 Agreement' means the Section 106 Agreement between the National Park Authority, Owner and Company dated 6 March 2015,
- 1.6 'the Section 73 Development' means the development of the Land pursuant to the Section 73 Application,
- 1.7 'the Land' means the land against which this deed may be enforced being all that land bound by the Original Section 106 Agreement.

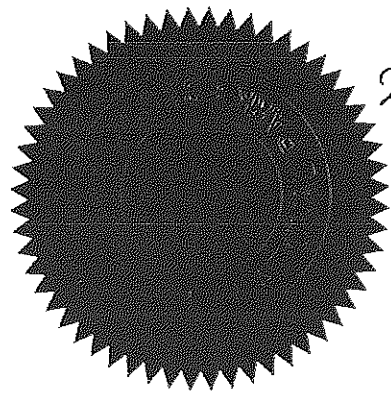
2. Recitals

- A. The National Park Authority is the local planning authority for the purposes of section 106 of the 1990 Act by whom the provisions of this Agreement are enforceable
- B. The Owner and the Company remain the proprietors of the Land
- C. The Owner has submitted the Section 73 Application to the National Park Authority and the National Park Authority has resolved to approve the Section 73 Application subject to the prior execution of this Agreement.
- D. This Deed is supplemental to the Original Section 106 Agreement and varies the Original Section 106 Agreement only to the extent set out in this deed and Owner has agreed that the Section 73 Development shall be carried out in accordance with the Original Section 106 Agreement subject to the modifications in this deed.
- E. The Land is bound by the Original Section 106 Agreement which shall endure and is not replaced by this deed in respect of the Original Permission

THE AGREEMENT:-

3. This Agreement:-
 - (a) constitutes a planning obligation for the purposes of Section 106 of the 1990 Act
 - (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
 - (e) creates planning obligations pursuant to Section 106 of the 1990 Act which are enforceable by the National Park Authority as local planning authority against the Owner and the Company and any person deriving title under them.
4. The Owner and the Company covenant with the National Park Authority that all the interest which the Owner and the Company have in the Land shall be bound by the Original Section 106 Agreement read mutatis mutandis so that references in the Original Section 106 Agreement to,
 - "the Application" shall be read as references to the Section 73 Application
 - "the Development" be read as references to the Section 73 Development, and
 - "the Commencement of Development" be read as references to the Commencement of the Section 73 Development.
5. If the planning permission granted pursuant to the Section 73 Application expires or is revoked or otherwise withdrawn or modified without the consent of the Owner and before the Development is begun or shall at any time be revoked this Agreement shall immediately cease to have effect
6. A person who is not a party to this Agreement is not intended under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement
7. The Owner shall pay to the National Park Authority on completion of this Agreement the sum of £150 (one hundred and fifty pounds) being a contribution to the reasonable legal costs of the National Park Authority incurred in the negotiation, preparation, execution and registration of this Agreement
8. The Agreement is governed by and interpreted in accordance with the law of England and Wales

EXECUTED as a Deed on the date which first appears



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

Authorised Signatory (RICHARD SMITH)

SIGNED AND DELIVERED as a Deed
By PAUL CRAVEN
in the presence of:-

Name Neil Duffield
Address Aivy Hill Manor Whitby YO21 1QB
Occupation Director

SIGNED AND DELIVERED as a Deed
By CAROLINE CRAVEN
in the presence of:-

Name Neil Duffield
Address Aivy Hill Manor Whitby YO21 1QB
Occupation Director

EXECUTED as a Deed
By AISLABY STONE LIMITED

Director P. CRAVEN

Director CCRAVEN