

DATED 21 December 2018

NORTH YORK MOORS NATIONAL PARK AUTHORITY

AND

CLASSIC LODGES LIMITED

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land at Grinkle Park, Easington, Saltburn-by-the-Sea

THIS DEED is made the 21st day of December 2018

BETWEEN:-

- (1) **NORTH YORK MOORS NATIONAL PARK AUTHORITY** of The Old Vicarage, Bondgate, Helmsley, York, YO62 5BP (“**National Park Authority**”); and
- (2) **CLASSIC LODGES LIMITED** (Scottish Company number 141222) whose registered offices are at Quatermile One, 15 Lauriston Place, Edinburgh EH3 9EP and Ackhurst Park Industrial Estate, Foxhole Road, Chorley PR7 1NW (“**Owner**”).

WHEREAS

- A. The National Park Authority is the local planning authority for the purposes of this Deed for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- B. The Owner is registered at the Land Registry as proprietors of all parts of the Land with title absolute under Title Numbers CE163776, CE146450 and CE146622.
- C. The Owner intends to carry out and complete the Development.
- D. The National Park Authority resolved on 16 August 2018 in response to the Planning Application to grant the Planning Permission subject to the making of this Deed without which the Planning Permission would not be granted.
- E. The National Park Authority considers it expedient in the interests of the proper planning of its area that provision should be made for regulating or facilitating the Development as set out in this Deed. For the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) the National Park Authority is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, that they are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- F. The Owner by entering into this Deed does so to create planning obligations in favour of the National Park Authority pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms in this Deed.

NOW THIS DEED WITNESSES as follows:

In this Deed the following words and expressions shall where the context so requires have the following meanings:-

“Act”	means the Town and Country Planning Act 1990 (as amended);
“Additional Written Scheme of Investigation ”	means a programme of additional investigation, recording and works in accordance with the Fourth Schedule;
“Additional Archaeological Works”	means all investigations, works and measures required by the agreed Additional Written Scheme of Investigation;
“Additional Conservation Management Plan”	means a programme of additional investigation, recording and works in accordance with the Third Schedule;
“Additional Conservation Works”	means all investigations, works and measures required by the agreed Additional Conservation Management Plan;
“Written Scheme of Investigation ”	means a programme of investigation, recording and works in accordance with the Fourth Schedule;
“Archaeological Works”	means all investigations, works and measures required by the agreed Written Scheme of Investigation;
“Ancient Woodland”	means the 18.4 hectares of woodland shown edged red on Plan 3;
“Boat House”	means the boat house shown edged brown on Plan 2;
“Conservation Management Plan”	means a programme of investigation, recording and works in accordance with the Third Schedule;

"Conservation Management Programme"	Means a programme setting out the timings and triggers for commencement and completion of the Conservation Works which where appropriate shall have regard to any relevant Planning Permission conditions and the phasing of the Development
"Conservation Works"	means all investigations, works and measures required by the agreed Conservation Management Plan;
"Commencement of Development"	means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act SAVE THAT the term " <i>material operation</i> " shall not include operations in connection with any work or associated with the Written Scheme of Investigation, Archaeological Works, Conservation Management Plan, and Conservation Works, operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, ecological mitigation, , erection of any temporary means of enclosure, the temporary display of site notices or advertisements, above-ground construction of temporary accesses , erection of hoardings and fencing and other site security measures during construction including the provision of site compounds and reference to "Commence Development" and "Commencement of Development" shall be construed accordingly;
"Development"	means the development of the Land and all other operations and works authorised by the Planning Permission to provide for the conversion of stable block to café, farm shop, reception/shop/welcome area together with 3 no. holiday cottages, 47 holiday lodges with associated car park and

ancillary facilities and the construction of a gamekeepers barn;

“Ice House”

means the ice house in the location shown cross-hatched black on Plan 2;

“Index”

means the 12 month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;

“Index Linked”

means such increase or decrease to sums payable pro-rata per diem from the date of this Deed until such date that payment of the sum is made based upon the difference between the index at the date of this Deed and the index at the date of payment;

“Interest”

means interest at the rate of 2% above the base lending rate of the Bank of England in force for the period when interest is payable;

“Land”

means the land which is shown edged red on Plan 1;

“Lake Paths”

means the paths shown by a purple line on Plan 2;

“Listed Building Consent”

means listed building consent NYM2017/0395/LB for the restoration, repair, rebuilding and reinstatement of the Stable Block;

“Occupation”

means occupation of the Development for the purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation

for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;

- “Naturalistic Ponds & Cascade”** means the ponds & cascade in the area shown hatched blue on Plan 2;
- “Naturalistic Paths”** means the naturalistic paths in the Pleasure Grounds as shown on the 1893 Ordnance Survey Map in the Seventh Schedule;
- “Orchard”** means the orchard shown dotted in purple on Plan 2;
- “Ornamental Bridge”** means an ornamental bridge in the location shown as a solid red block on the west side of the fish pond on Plan 2;
- “Plan 1”** means the plan marked “Plan 1” contained in the Fifth Schedule;
- “Plan 2”** means the plan marked “Plan 2” contained in the Fifth Schedule;
- “Plan 3”** means the plan marked “Plan 3” contained in the Fifth Schedule;
- “Planning Application”** means the application for the Development, with reference NYM/2017/ 0372/FL submitted by the Owner to the National Park Authority (and shall include any variations thereto);
- “Planning Permission”** means the planning permission to be substantially in accordance with the draft planning permission attached at the Sixth Schedule issued by the National Park Authority for the Development pursuant to the Planning Application (and any variations thereto);

"Pleasure Grounds"	means the area edged yellow on Plan 1;
"Rights of Way Contribution"	means £10,000 (ten thousand pounds) (Index Linked) for the purpose of improving existing rights of way which cross the Land and in the vicinity of the Land;
"Interpretation Boards Contribution"	means £5,000 (five thousand pounds) (Index Linked) for the purpose of producing and installing interpretation boards on existing rights of way which cross the Land and in the vicinity of the Land;
"Stable Block"	means the listed stable block shown shaded yellow on Plan 2;
"Summerhouse"	means the summerhouse in the location shown cross-hatched pink on Plan 2;
"Vista"	means the vista area shown hatched in green on Plan 2;
"Walled Garden"	means the walled garden shown shaded green on Plan 2;
"Wider Parkland"	means the land shown edged red on Plan 1; and
"Working Days"	means any day except Saturday or Sunday or a bank holiday or any days which in England and Wales are public holidays.

CONSTRUCTION OF THIS DEED

- 1.1 For the purposes of this Deed the singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate.

- 1.2 References to any party in this Deed shall include the successors in title and assigns of that party and in the case of the National Park Authority shall include any successor local planning authority exercising planning powers under the Act.
- 1.3 Where there is more than one person named as a party and where more than one party undertakes a covenant all of their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.4 The expression “person” means any person, firm, authority or company or other legal entity.
- 1.5 Unless otherwise stated, references to clause numbers are references to the clauses in this Deed. The headings are for reference only and shall not affect construction.
- 1.6 Unless otherwise stated, references to schedules and paragraph numbers are references to the schedules and paragraphs of schedules in this Deed.
- 1.7 Any covenant by the Owner not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

LEGAL BASIS

2. This Deed is a planning obligation made pursuant to Section 106 of the Act and all other powers so enabling and may be enforced by the National Park Authority against the Owner and, where the obligation binds their land, any persons deriving title from them.

PARTIES COVENANTS

- 3.1 The Owner covenants with the National Park Authority to perform the obligations and observe the restrictions specified in the First Schedule and that all the interest which the Owner has in the Land shall be subject to those obligations and restrictions.
- 3.2 The National Park Authority covenants with the Owner to perform the obligations and observe the restrictions specified in the Second Schedule.
- 3.3 The Owner and National Park Authority agree that the obligations in this Deed shall not be enforceable against any mortgagee or chargee from time to time of the whole or part of the Land unless the mortgagee or chargee takes possession of all or part of the Land in which case it will be bound by the obligations as if it were a person deriving title from the Owner.

MISCELLANEOUS

It is declared as follows:-

- 4.1 The obligations in the Deed shall be enforceable in accordance with the provisions of Section 106(3) of the Act.
- 4.2 The expressions “National Park Authority” shall include their successor(s) to their statutory functions and the expressions “Owner” shall include their successors in title to the Land and any part thereof.
- 4.3 The parties to this Deed hereto covenant on behalf of themselves and their successors in title that no person shall be liable for breach of a covenant contained in this Deed:
 - (a) occurring after they shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest; or
 - (b) if it is a statutory undertaker which has an interest in any part of the Land or with equipment or apparatus on the Land for the purposes of its undertaking.
- 4.4 The planning obligations contained in this Deed shall not become effective until the earliest date on which the following conditions are satisfied:-
 - (a) the Planning Permission has been granted; and
 - (b) save where otherwise stated in this Deed the Commencement of Development occurs.
- 4.5 This Deed shall have effect as from the date specified in clause 4.4 until discharged but shall cease to have effect if the Planning Permission shall lapse or expire or be revoked or modified without the consent of the Owner or for any reason cease to have effect before the Commencement of Development.
- 4.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.
- 4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Deed.
- 4.8 In the event that an application is made pursuant to section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of the application and the National Park Authority is satisfied that the stipulations in clause 4.15 of this Deed apply to the new planning permission then references to Planning Permission in this Deed shall be

to the new planning permission granted pursuant to section 73 of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to section 106 of the Act.

- 4.9 This Deed is a Local Land Charge and shall be registered as such by the National Park Authority.
- 4.10 This Deed does not nor is it intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.
- 4.11 In the event that a party to this Deed fails to make payment in accordance with their obligations set out in this Deed they shall pay Interest on the sum due from the date it becomes payable until actual payment thereof.
- 4.12 All consideration given in accordance with the terms of this Deed shall be exclusive of any Value Added Tax properly payable.
- 4.13 Any notice agreement consent or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.
- 4.14 The address for service of any such notice consent or approval as aforesaid shall be the parties' addresses stated in the parties' clause of this Deed.
- 4.15 The parties to this Deed have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948) and agree that the planning obligations it contains are:
- (a) necessary to make the Development acceptable in planning terms;
 - (b) directly and fairly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.
- 4.16 The Developer shall pay to the National Park Authority prior to the completion of this Deed £1755 (one thousand seven hundred and fifty five pounds) (no vat) being the reasonable legal costs of the National Park Authority incurred in the negotiation, preparation and execution of this Deed.
- 4.17 This Deed is governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

DISPUTE PROVISIONS

- 5.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body in England relevant to the matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 5.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 5.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 5.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight working days after the conclusion of any hearing that takes place or twenty eight working days after he has received any file or written representation.
- 5.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

FIRST SCHEDULE
(Covenants by the Owner)

The Owner covenants with the National Park Authority as follows:

Written Scheme of Investigation

- 1.1 Prior to the Commencement of Development to submit a draft Written Scheme of Investigation to the National Park Authority for written approval.
- 1.2 To make such amendments to the draft Written Scheme of Investigation as are reasonably required by the National Park Authority prior to the National Park Authority giving its approval in writing of an agreed Written Scheme of Investigation.
- 1.3 If the National Park Authority has not responded to the Owner in writing to confirm whether the Written Scheme of Investigation submitted by the Owner to the National Park Authority pursuant to paragraph 1.1 above is approved or is not approved within 30 Working Days of the submission then the Written Scheme of Investigation shall be deemed to be approved.

Archaeological Works

- 2.1 Prior to the Commencement of Development to carry out and complete the Archaeological Works in accordance with the approved or deemed approved Written Scheme of Investigation.

Additional Written Scheme of Investigation

- 3.1 If the National Park Authority consider that any Additional Archaeological Works reasonably arise and/or are reasonably required as a result of the carrying out and completing the Archaeological Works and confirm the same to the Owner prior to the Commencement of Development then prior to the Commencement of Development the Owner shall submit a draft Additional Written Scheme of Investigation to the National Park Authority for written approval.
- 3.2 To make such amendments to the draft Additional Written Scheme of Investigation as are reasonably required by the National Park Authority prior to the National Park Authority giving its approval in writing of an agreed Additional Written Scheme of Investigation.

- 3.3 If the National Park Authority has not responded to the Owner in writing to confirm whether the Additional Written Scheme of Investigation submitted by the Owner to the National Park Authority pursuant to paragraph 1.4 above is approved or is not approved within 30 Working Days of the submission then the Additional Written Scheme of Investigation shall be deemed to be approved.

Additional Archaeological Works

- 4.1 Prior to Commencement of Development to carry out and complete the Additional Archaeological Works in accordance with the approved or deemed approved Additional Written Scheme of Investigation.

Conservation Management Plan

- 5.1 After completion of the Archaeological Works (and any works that are required pursuant to paragraph 4.1 of this Schedule) and prior to the Commencement of the Development, to submit a draft Conservation Management Plan and Conservation Management Programme to the National Park Authority for written approval.
- 5.2 To make such amendments to the draft Conservation Management Plan and the Conservation Management Programme as are reasonably required by the National Park Authority prior to the National Park Authority giving its approval in writing of an agreed Conservation Management Plan and Conservation Management Programme.
- 5.3 If the National Park Authority has not responded to the Owner in writing to confirm whether the Conservation Management Plan and Conservation Management Programme submitted by the Owner to the National Park Authority pursuant to paragraph 5.1 above is approved or is not approved within 30 Working Days of the submission then the Conservation Management Plan and Conservation Management Programme shall be deemed to be approved.

Conservation Works

- 6.1 To carry out and complete the Conservation Works in accordance with the approved or deemed approved Conservation Management Plan and Conservation Management Programme.

Additional Conservation Management Plan

- 7.1 If the National Park Authority consider that any Additional Conservation Works reasonably arise and/or are reasonably required as a result of the carrying out and completing the Conservation Works and confirm the same to the Owner prior to the Occupation of the Development then prior to the Occupation the Owner shall submit a draft Additional Conservation Management Plan to the National Park Authority for written approval.
- 7.2 To make such amendments to the draft Additional Conservation Management Plan as are reasonably required by the National Park Authority prior to the National Park Authority giving its approval in writing of an agreed Additional Conservation Management Plan.
- 7.3 If the National Park Authority has not responded to the Owner in writing to confirm whether the Additional Conservation Management Plan submitted by the Owner to the National Park Authority pursuant to paragraph 7.1 above is approved or is not approved within 30 Working Days of the submission then the Additional Conservation Management Plan shall be deemed to be approved.

Additional Conservation Works

- 8.1 Prior to Occupation to carry out and complete the Additional Conservation Works in accordance with the approved or deemed approved Additional Conservation Management Plan.

Public Rights of Way

- 9.1 No later than 6 months after the Commencement of Development to pay the Rights of Way Contribution and the Interpretation Boards Contribution to the National Park Authority.

Ancient Woodland Management Agreement

- 10.1 No later than 12 months after the Commencement of Development to enter into a management agreement with the National Park Authority under which the Owner is obliged to restore the Ancient Woodland to a favourable ecological condition over a reasonable timescale through:
- protection and enhancement of any remnant ancient woodland features;
 - removal or reduction of introduced species of trees and shrubs;

- re-establishment of native trees, shrubs and ground flora;
- conservation of any historic environment features.

SECOND SCHEDULE

(Covenants by the National Park Authority)

The National Park Authority covenants with the Owner as follows:

Discharge of Obligations

- 1 At the written request of any party to this Deed the National Park Authority shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2 As soon as practicable and in any event within six months after all of the planning obligations under this Deed have been fulfilled or as soon as possible after this Deed ceases to have effect the National Park Authority shall issue written confirmation thereof and thereafter cancel all relevant entries in the Local Land Charges Register.

Repayment of Rights of Way Contribution and Interpretation Boards Contribution

- 3 Within 10 Working Days of written request by the Owner the National Park Authority shall pay to the Owner such amount of the Rights of Way Contribution and the Interpretation Boards Contribution which has not been expended in accordance with the provisions of the Deed within 5 years from the date of receipt by the National Park Authority of such payment together with interest at the Bank of England base rate from time to time calculated for the period from the date of payment to the date the refund is made to the Owner.
- 4 The National Park Authority shall provide the Owner with such evidence as the Owner shall reasonably require in order to confirm the expenditure of the Rights of Way Contribution and Interpretation Boards Contribution.

Ancient Woodland Management Agreement

- 5 To cooperate with the Owner and use reasonable endeavours to enter into the management agreement with the Owner within 12 months of Commencement of Development.

General

- 6 Whenever this Deed requires the agreement approval confirmation or consent of the National Park Authority such approval or consent is not to be unreasonably withheld or delayed and the National Park Authority shall take a reasonable approach.
- 7 To issue receipts on request for any sum paid to the National Park Authority under this Deed.

THIRD SCHEDULE
(Conservation Management Plan)

The Conservation Management Plan is required to fully recognise and fully respect the regionally significant 19th century designed landscape on the Land, laid out by Sir Charles Palmer around his country house, fully taking into account the report and comments submitted by the Yorkshire Gardens Trust (dated 17 July 2018, in the consultation response to the Planning Application) which capture the history and significance of the designed landscape and give an indication of current survival and its importance to the National Park.

The Conservation Management Plan is required to fully recognise and fully address that Development as proposed will have a significant effect on this undesignated heritage asset, in terms of the layout of the designed landscape, the structures within it (including the Grade II Listed stables), extant elements of the original planting schemes and the wider landscape setting of these historic assets

The Conservation Management Plan shall include the following requirements:

1. Restoration, repair, rebuilding and reinstatement of all collapsed and partially collapsed Walled Garden boundaries in accordance with drawing 5598_L104 Rev P6 attached to this Deed at the Seventh Schedule.
2. Restoration, repair, rebuilding and reinstatement of the Stable Block in accordance with drawing 5598_L108 Rev P6 attached to this Deed at the Seventh Schedule and Listed Building Consent.
3. Reinstatement of the Lake Paths and the Vista around the lake in accordance with drawings 5598_L103 Rev P5 & 5598_L104 Rev P6 attached to this Deed at the Seventh Schedule (or in an alternative location where reinstatement in situ is not deemed to be appropriate).
4. Reinstatement of the Boat House in accordance with drawing 5598_L103 Rev P5 attached to this Deed at the Seventh Schedule.
5. Reinstatement of the Ornamental Bridge in accordance with the approved or deemed approved Written Scheme of Investigation and any approved or deemed approved Additional Written Scheme of Investigation.
6. Restoration of the Naturalistic Ponds & Cascade and the Naturalistic Paths in accordance with the approved or deemed approved Written Scheme of Investigation and any approved or deemed approved Additional Written Scheme of Investigation, and taking all reasonable steps to protect

the habitat and population of great crested newts, including obtaining and complying with any requisite great crested newt licensing and obtaining and complying with all other required consents from Natural England.

7. Provision of the historic woodland and garden planting schemes on the Pleasure Grounds to reproduce the historic character of the designed landscape in accordance with the landscaping scheme approved pursuant to Condition 10 of the Planning Permission.
8. Reinstatement of the Summerhouse in accordance with the approved or deemed approved Written Scheme of Investigation and any approved or deemed approved Additional Written Scheme of Investigation (or in an alternative location where reinstatement in situ is not deemed to be appropriate) .
9. To reinstate the Ice House in accordance with the approved or deemed approved Written Scheme of Investigation and any approved or deemed approved Additional Written Scheme of Investigation.
10. Reinstatement of the Orchard in accordance with the approved or deemed approved Written Scheme of Investigation and any approved or deemed approved Additional Written Scheme of Investigation (or in an alternative location where reinstatement in situ is not deemed to be appropriate).

FOURTH SCHEDULE
(Written Scheme of Investigation)

The Written Scheme of Investigation (for programme of archaeological work and building survey) shall include the following requirements:

1. To fully recognise and fully respect the regionally significant 19th century designed landscape on the Land, laid out by Sir Charles Palmer around his country house, fully taking into account the report and comments submitted by the Yorkshire Gardens Trust (dated 17 July 2018, in the consultation response to the Planning Application) which capture the history and significance of the designed landscape and give an indication of current survival and its importance to the National Park.
2. To fully recognise and fully address that Development as proposed will have a significant effect on this undesignated heritage asset, in terms of the layout of the designed landscape, the structures within it (including the Grade II Listed stables), extant elements of the original planting schemes and the wider landscape setting of these historic assets.
3. To make a full record of the designed landscape and the features within it in order to complement and add detail to the Yorkshire Gardens Trust Report (by Louise Wickham) of March 2018 and its consultation response dated 17 July 2018 , and to produce all information reasonably necessary to,
 - inform implementation of the Development;
 - mitigate the impact of the Development; and
 - inform landscaping and future management and access proposals for the Land.
4. Produce a programme of archaeological works, building recording and analysis to include:
 - Archaeological survey of the Walled Garden, Pleasure Grounds and Wider Parkland to establish former layout, survival of built features and hard landscaping;
 - Production of a level 2 Building Record produced in accordance with Historic England's Publication 'Understanding Historic Buildings – A guide to good recording practice' for the Stable Block and Walled Garden;
 - To undertake a survey to establish the condition of the Ice House to inform reinstatement in accordance with the results of the survey at a timescale as agreed in writing with the National Park Authority

- Historic building survey or detailed archaeological survey of built parkland features, depending on level of survival which will include the Boat House, Summer House, Ornamental Bridge, and the Naturalistic Ponds & Cascade and the Naturalistic Paths;
 - Historic plant survey to establish extent of survival of original planting scheme;
5. The programme of works should include,
- a) proposals for work required to mitigate the impact of Development, including suggested methodologies for protecting extant features,
 - b) proposals for restoration and enhancement within the Wider Parkland , and
 - c) proposals for further work which might be required to mitigate the impact of b) above.

FIFTH SCHEDULE
(Plans 1, 2 & 3)

Plan to Accompany Section 106 Agreement Town and Country Planning Act 1990

FOR: conversion of stable block to cafe, farm shop, reception/shop/welcome area together with 3 no. holiday cottages, 47 holiday lodges with associated car park and ancillary facilities and the construction of a Gamekeepers Barn

AT: Grinkle Park Hotel Grinkle Lane Easington

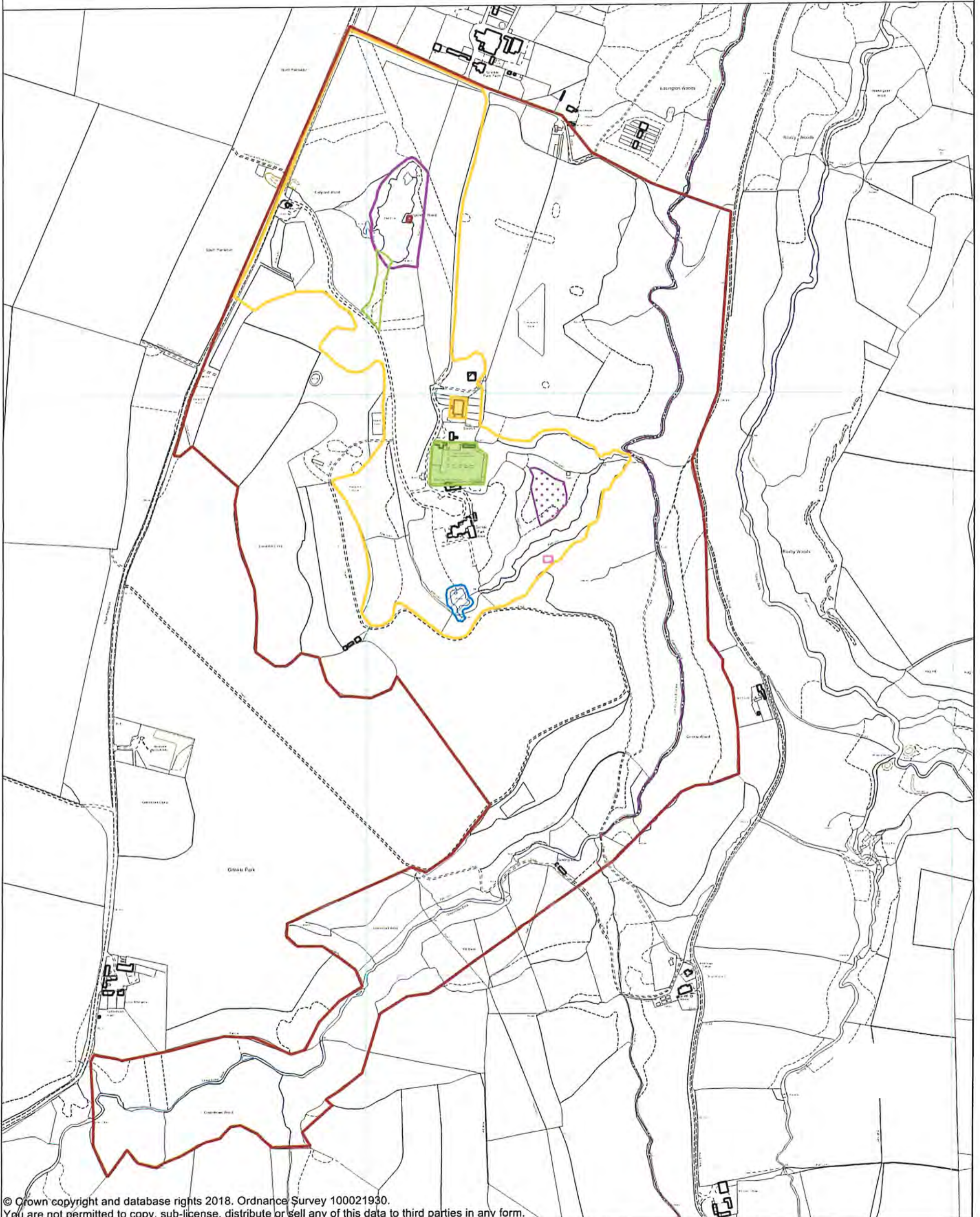
NYM/2017/0372/FL

PLAN 1

Scale: 1:6000



North York Moors National Park Authority
The Old Vicarage
Bondgate
Helmsley YO62 5BP
01439 772700



Plan to Accompany Section 106 Agreement Town and Country Planning Act 1990

FOR: conversion of stable block to cafe, farm shop, reception/shop/welcome area together with 3 no. holiday cottages, 47 holiday lodges with associated car park and ancillary facilities and the construction of a Gamekeepers Barn

AT: Grinkle Park Hotel Grinkle Lane Easington

Scale: 1:2500

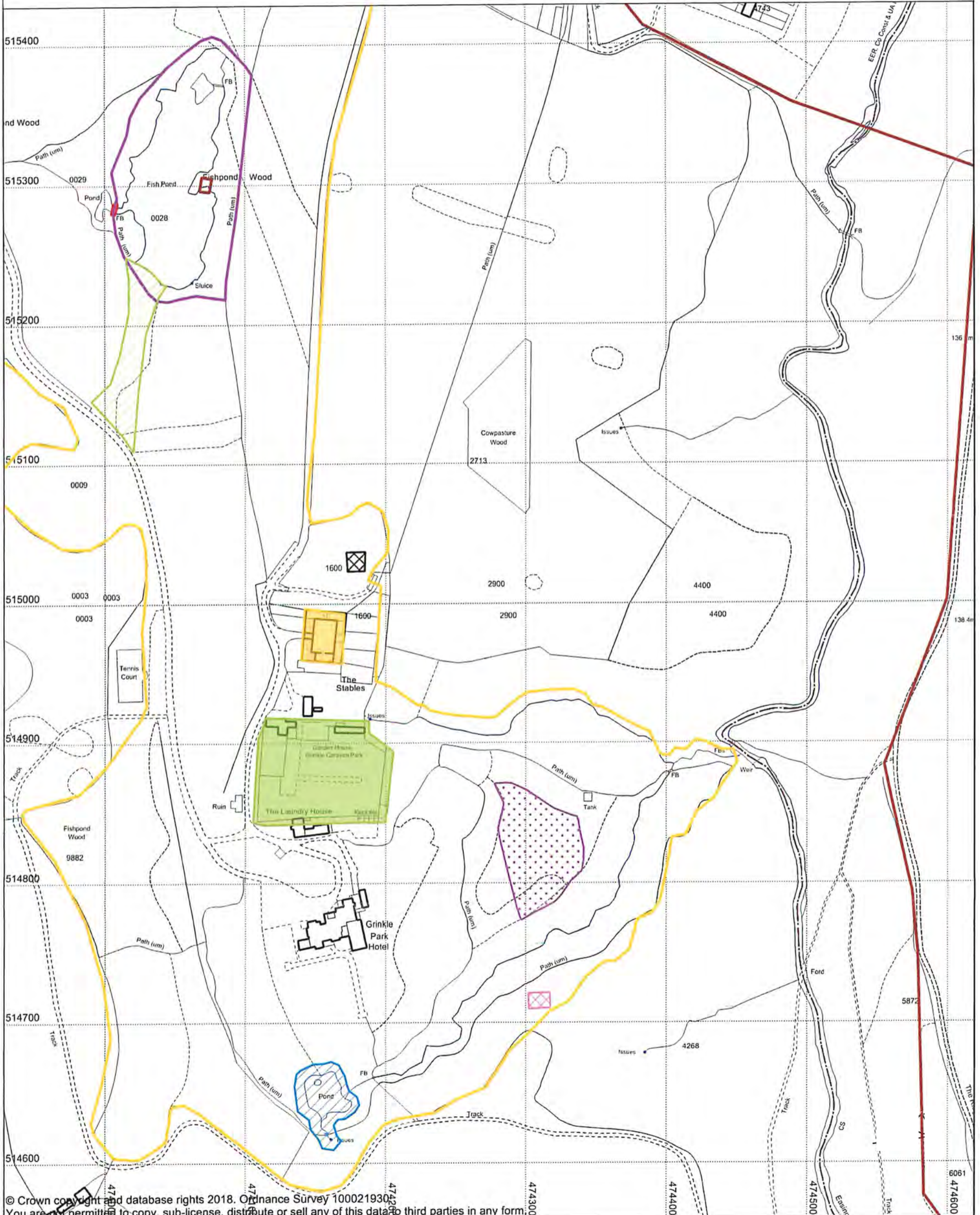


PLAN 2

NYM/2017/0372/FL

PLAN 2

North York Moors National Park Authority
The Old Vicarage
Bondgate
Helmsley YO62 5BP
01439 772700





North York Moors National
Park Authority
The Old Vicarage
Bondgate
Helmsley YO62 5BP
01439 772700

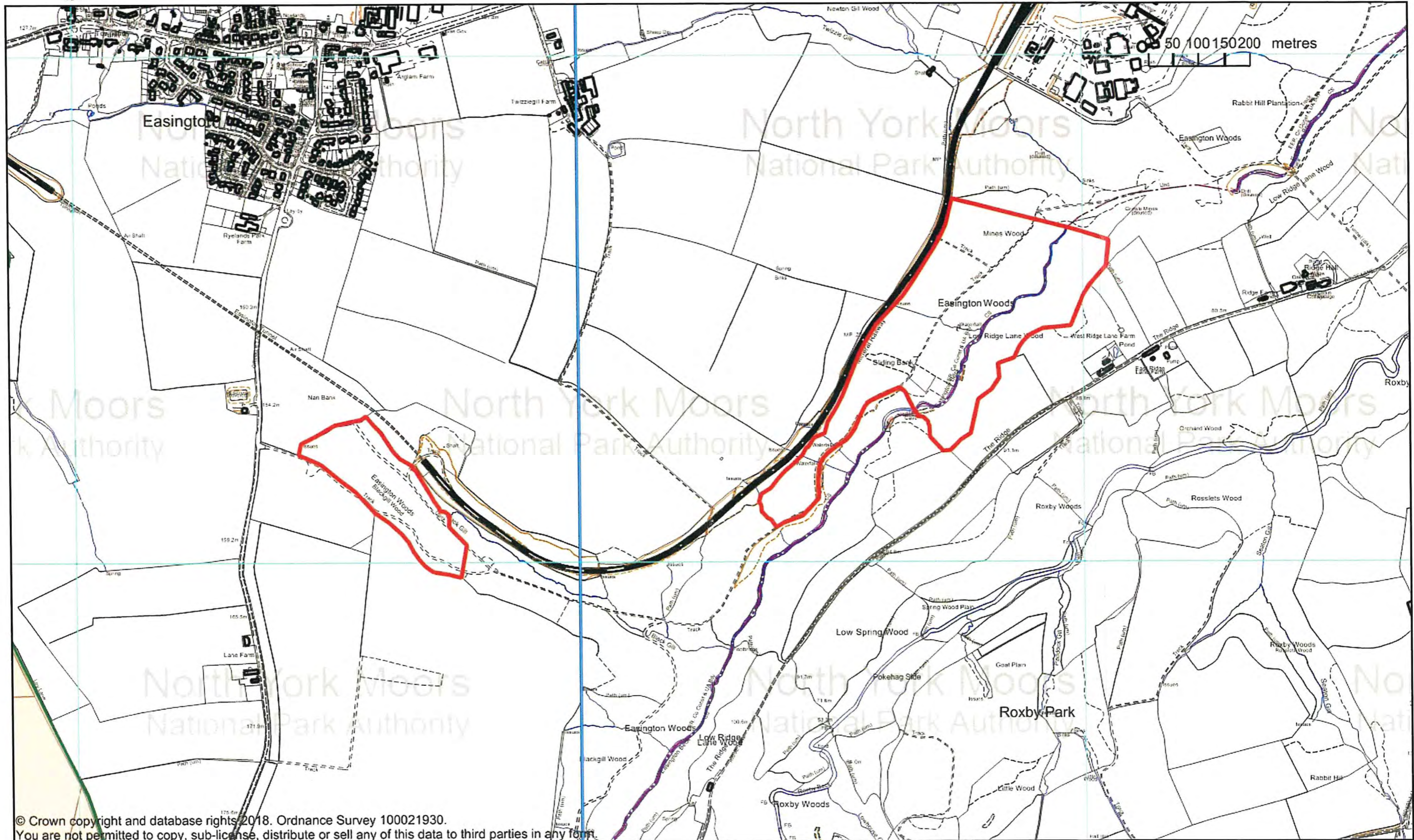
Location Plan of Easington Woods, Grinkle Park Estate.

Printed: 17 October 2018

By: Mark Antcliff

PLAN 3

Scale: 1:10000



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SIXTH SCHEDULE
(Planning Permission)

North York Moors National Park Authority

Internal Memorandum

To: Mr Chris France (Director of Planning)
Mr Mark Hill (Head of Development Management)

From: Mrs Ailsa Teasdale

File Ref: NYM/2017/0372/FL

Date: 8 January 2019

Application for conversion of stable block to cafe, farm shop, reception/shop/welcome area together with 3 no. holiday cottages, 47 holiday lodges with associated car park and ancillary facilities and the construction of a Gamekeepers Barn at Grinkle Park Hotel Grinkle Lane Easington

For: Classic Lodges c/o Agent

I enclose for your attention the file relating to the above planning application which was **Approved** by the Planning Committee on 16 August 2018, subject to the finalisation of the Conditions and the S106 Agreement.

1.	TIME01	The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.																																																															
2.	PLAN01	<p>The development hereby permitted shall not be carried out other than in strict accordance with the following documents:</p> <table border="1"> <thead> <tr> <th>Document Description</th> <th>Document No.</th> <th>Date Received</th> </tr> </thead> <tbody> <tr> <td>Transport Statement Revision:</td> <td>Final 15/06/2018</td> <td>20 June 2018</td> </tr> <tr> <td>Structural Report by arc engineers</td> <td>17-026/BJs/01</td> <td>17 May 2017</td> </tr> <tr> <td>Flood Risk Assessment</td> <td>120187/01A</td> <td>17 May 2017</td> </tr> <tr> <td>Extended Phase 1 Habitat Survey & Baseline Ecological Impact Assessment</td> <td>June 2018</td> <td>20 June 2018</td> </tr> <tr> <td>Drainage Strategy</td> <td>120187/02C Aug 2017</td> <td>25 June 2018</td> </tr> <tr> <td>Access Management Plan – Grinkle Park Lodge Dev't</td> <td></td> <td>28 September 2018</td> </tr> <tr> <td>Proposed Site Plan</td> <td>5508_L102 Rev P14</td> <td>9 July 2018</td> </tr> <tr> <td>Grinkle Park Hotel & Landholding Site Location Plan</td> <td>Oct 2018</td> <td>22 October 2018</td> </tr> <tr> <td>Proposed Site Landscaping Plan 1of2</td> <td>5598_L103 Rev P5</td> <td>9 July 2018</td> </tr> <tr> <td>Proposed Site Landscaping Plan 2of2</td> <td>5598_L104 Rev P6</td> <td>9 July 2018</td> </tr> <tr> <td>Proposed Stable Block Prop. Floor Plans</td> <td>5598_L108 Rev P6</td> <td>9 July 2018</td> </tr> <tr> <td>Stable Block – Proposed Elevations</td> <td>5598_L109 Rev P3</td> <td>20 June 2018</td> </tr> <tr> <td>Proposed Walled Garden Cottages</td> <td>5598_L110A Rev P5</td> <td>9 July 2018</td> </tr> <tr> <td>Proposed Walled Garden Cottages</td> <td>5598_L110B</td> <td>9 July 2018</td> </tr> <tr> <td>Proposed Handale Lodges</td> <td>5598_L111 Rev P4</td> <td>20 June 2018</td> </tr> <tr> <td>Proposed Borrowby Lodges</td> <td>5598_L112 Rev P4</td> <td>20 June 2018</td> </tr> <tr> <td>Proposed Roxby Lodges</td> <td>5598_L112 Rev P3</td> <td>20 June 2018</td> </tr> <tr> <td>Prop. Lakeside & Lux Lakeside Lodges</td> <td>5598_L114 Rev P3</td> <td>20 June 2018</td> </tr> <tr> <td>Proposed Site Ancillary Buildings</td> <td>5598_L115 Rev P1</td> <td>17 November 2018</td> </tr> <tr> <td>Ex & Pro Site Cross Sections</td> <td>5598_L116 Rev P2</td> <td>9 July 2018</td> </tr> </tbody> </table>	Document Description	Document No.	Date Received	Transport Statement Revision:	Final 15/06/2018	20 June 2018	Structural Report by arc engineers	17-026/BJs/01	17 May 2017	Flood Risk Assessment	120187/01A	17 May 2017	Extended Phase 1 Habitat Survey & Baseline Ecological Impact Assessment	June 2018	20 June 2018	Drainage Strategy	120187/02C Aug 2017	25 June 2018	Access Management Plan – Grinkle Park Lodge Dev't		28 September 2018	Proposed Site Plan	5508_L102 Rev P14	9 July 2018	Grinkle Park Hotel & Landholding Site Location Plan	Oct 2018	22 October 2018	Proposed Site Landscaping Plan 1of2	5598_L103 Rev P5	9 July 2018	Proposed Site Landscaping Plan 2of2	5598_L104 Rev P6	9 July 2018	Proposed Stable Block Prop. Floor Plans	5598_L108 Rev P6	9 July 2018	Stable Block – Proposed Elevations	5598_L109 Rev P3	20 June 2018	Proposed Walled Garden Cottages	5598_L110A Rev P5	9 July 2018	Proposed Walled Garden Cottages	5598_L110B	9 July 2018	Proposed Handale Lodges	5598_L111 Rev P4	20 June 2018	Proposed Borrowby Lodges	5598_L112 Rev P4	20 June 2018	Proposed Roxby Lodges	5598_L112 Rev P3	20 June 2018	Prop. Lakeside & Lux Lakeside Lodges	5598_L114 Rev P3	20 June 2018	Proposed Site Ancillary Buildings	5598_L115 Rev P1	17 November 2018	Ex & Pro Site Cross Sections	5598_L116 Rev P2	9 July 2018
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		<p>Stable Block – Prop Bat Access Points 5598_L117 20 June 2018 Old Cottage Existing & Prop Elevations 5598_L118 20 June 2018 Walled Garden – Perimeter Walls Eleva. 5598_L119 Rev P1 20 June 2018 Proposed Boat House 5598_L120 9 July 2018 Area Lost Through dev't. –Woodland 5598_L121 7 August 2018 Proposed Woodland Areas- Unaffected by Dev't 5598_L122 7 August 2018 Proposed Site & Machinery Access 5598_L123 7 August 2018 Proposed Historic Planting & Plan Locations 5598_L124 7 August 2018 Proposed Site Renewable Energy Locations 5598_L126 7 August 2018</p> <p>or in accordance with any minor variation thereof that may be approved in writing by the Local Planning Authority.</p>
3.	WPDR12	Notwithstanding the provisions of Class B, Part 5 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015, or any Order revoking and re-enacting that order, no development required by the conditions of a caravan site license shall be permitted without the granting of planning permission by the Local Planning Authority.
4.	WPDR09	Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 Schedule 2, Part 2, Class A (or any order revoking and re-enacting that Order), no gates, walls fences or other means of enclosure shall be erected without a further grant of planning permission being obtained from the Local Planning Authority.
5.	RSUO01	The stable block shall not be used other than as a café and Farm shop and shall not be used for any other purpose (including any other purpose in Class A1 or A3 of the Schedule to the Town and Country Planning (Use Classes) Order 2010 or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, or within Schedule 2, Part 3, Classes A-V of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order).
6.	RSUO00	The lodges and holiday unit hereby permitted shall not be used for residential purposes other than holiday letting purposes. For the purpose of this condition 'holiday letting' means letting to the same person, group of persons or family for period(s) not exceeding a total of 56 days in any one calendar year without prior written approval of the Local Planning Authority.
7.	RSUO00	The holiday lodges and holiday cottages hereby permitted shall form and remain part of the curtilage of Grinkle Park Hotel and shall not be sold off from the main hotel and the land within the application site. This is in order to ensure that the main hotel and the lodges & cottages and the land within the application site remain under common ownership and overall management/control. The holiday lodges & holiday cottages may be leased as a whole commercial unit to a commercial site operator but shall only be used as holiday accommodation in accordance with the terms of condition 6 above (connected to the main hotel and the land within the application site; and under the overall management/control of the owner of the main hotel and the land within the application site) without a further grant of planning permission from the Local Planning Authority.

8.	LNDS00	There shall be no vehicular access into the woodland areas hereby permitted for development, except by suitable low ground pressure construction vehicles, during the construction phase and only by emergency vehicles or low ground pressure service/maintenance vehicles/buggies during operational periods unless otherwise agreed in writing with the Local Planning Authority.
9.	GACS00	No external lighting shall be installed in the development hereby permitted other than in accordance with the details hereby approved. The external lighting installations shall be sited such that they take into account any additional bat roosts found within trees deeper into the site and sited such that they will have no impact upon the bats or their roosts. All lighting shall be activated by motion sensors shall be installed in accordance with the details so approved and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
10.	LNDS00	Notwithstanding the submitted Landscaping details, prior to works beginning to clear the site in preparation for development commencing, details of a landscaping scheme for the site (which shall include details to ensure the management and maintenance of the landscaping scheme which is then implemented) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall provide for landscaping of the Pleasure Grounds (as defined on the S106 Agreement Plan) taking into account the restoration of historic woodland and garden planting schemes, and what species remain on site (to assist the overall landscape plan) and the principles and plant lists within Abbey's garden writing that refer to Abbey's work at Grinkle that might be reintroduced to reinforce the historic character of the designed landscape. The approved details shall be carried out no later than the first planting season following the occupation of the first buildings, or on completion of the development, whichever is the sooner, or in accordance with a programme agreed in writing by the Local Planning Authority. The approved landscaping scheme shall be maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.
11.	LNDS00	No work shall commence to clear the site in preparation for the development hereby permitted until a tree survey identifying hedges, individual trees and groups of trees for removal and retention has been submitted to and approved in writing by the Local Planning Authority. The survey shall be set out in accordance with guidance given in British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations. Where clearance of undergrowth is required in order to facilitate survey work this shall be agreed in writing by the Local Planning Authority in advance of the clearance work being undertaken.
12.	LNDS00	Where necessary and where first agreed in writing with the local planning authority, the position of the lodges may be adjusted by up to 10 metres from the approved location to accommodate the root protection zones to ensure that none of the trees are damaged; or to accommodate any surviving archaeology/planting of the designed landscape which should be retained.

13.	LNDS00	All tree cover within the blue shaded area of the Block Plan titled Proposed Woodland Areas Unaffected by Development Drawing Number 5598_L122 received by the Authority on the 7 August 2018 shall be managed and maintained in perpetuity. Unless otherwise agreed in writing by the Local Planning Authority, no trees, shrubs or hedges within the site which are shown as being retained on the approved plans are felled, uprooted, wilfully damaged or destroyed, cut back or removed. Should this occur, it/they shall be replaced with trees, shrubs or hedge plants of a similar size and species unless the Local Planning Authority gives written consent to any variation. Any work shall be carried out in accordance with British Standard 3998:2010 Tree Work – Recommendations or superseding British Standard.
14.	LNDS00	No services shall be laid within the root protection area of any mature tree to be retained on site or where it may adversely impact upon any archaeology on site. Prior to these works commencing, a scaled plan showing where services are to be laid and the location of package treatment plants shall be submitted along with an assessment of any trees and archaeology that will be affected by the proposals to and for approval in writing by the Local Planning Authority.
15.	LNDS05	No work shall commence to clear the site in preparation for the development or a phase of the development until a scheme which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent to the site within the development or relevant phase of the development has been submitted to and approved in writing by the Local Planning Authority (herein after called the 'Tree Protection Scheme').
16.	LNDS08	No work shall commence in preparation for the development hereby permitted (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and/or widening or any operations involving the use of motorised vehicles or construction machinery) until a detailed Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. The Method Statement shall include details of: i) implementation, supervision and monitoring of the approved tree protection scheme and/or tree pruning/felling specification; ii) implementation, supervision and monitoring of all approved construction works within any tree protection zone or otherwise protected in the approved tree protection scheme; iii) timing and phasing of arboricultural works in relation to the approved development and details of communication between the interested parties.
17.	MISC00	Any trees that have been identified for arboricultural work or removal shall have a ground based survey completed by a suitably qualified ecologist to identify potential roost features for bats (PRF). Where appropriate and before the commencement of any work that could cause disturbance to the PRF, inspection and appropriate survey of the PRF shall be carried out and a copy of the inspection record, which shall include details of what has been found and mitigation agreed, shall be submitted to the Local Planning Authority within seven days of the inspection taking place.
18.	MISC12	The development hereby permitted shall not be brought into use until the approved renewable energy measures to generate energy on site from renewable sources to displace at least 10% of predicted CO ₂ emissions have been installed and thereafter maintained in a working condition.

19.	MISC00	Section 4 of the Extended Phase 1 Habitat Survey & Baseline Ecological Impact Assessment (June 2018 received 20 June 2018) outlines mitigation for the site. A suitably qualified ecologist shall be engaged to ensure that all mitigation measures are implemented in full, this will include the adherence to the agreed method statements as detailed in Appendices A and B. If more than 12 months have elapsed since the completion of protected species surveys, specifically bats and Great Crested Newts (“GCN”), the survey work will need to be repeated and the report including any mitigation shall be submitted to the Local Planning Authority. The NYMNPA holds a record of GCN in in the Lake marked P1 therefore this shall be included in the additional survey work. The surveys will inform the appropriate protected species licence applications made to Natural England.
20.	MISC00	The waterbodies have potential to host amphibians and in particular Common Toad (Bufo bufo). A construction method statement to include the protection of and mitigation for works that could specifically impact on amphibians shall be submitted to and for approval in writing by the Local Planning Authority prior to the commencement of any dredging and re-profiling of the existing lake or any other works that could impact existing waterbodies
21.	MISC00	All wild birds, nests and eggs are protected under The Wildlife and Countryside Act 1981 and it is an offence to disturb damage or destroy wild birds, nests or eggs. Therefore any vegetation clearance shall be completed prior to bird breeding season (February). If this is not possible then a suitably qualified and competent person shall be engaged to carry out a nesting bird survey to establish the presence or absence of nesting birds in the vicinity. This must not be completed more than 24 hours prior to the commencement of any tree or bushing works etc. A copy of the survey results shall be submitted to the Local Planning Authority.
22.	MISC00	A plan detailing how spoil will be disposed of and locations for the disposal shall be submitted to and approved in writing by the Local Planning Authority before any work can commence on dredging of the existing lake, digging of the new pond, or any other site activity that will lead to the production of spoil. The information provided shall detail how the spoil will be seeded and planted to ensure the maximum possible gain for biodiversity and include a timescale as to when these works will be carried out. The works shall then be carried out in accordance with the agreed time scale and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
23.	MISC00	Further details relating to a ground source heat pump near to or within the lake shall be submitted to and for the written approval of the Local Planning Authority to allow an assessment to be made of any potential impact on root protection areas in the locality and also the surrounding ecology (including the lake). Once these works have been approved the ground source heat pump may be implemented in accordance with the approved details.
24.	MISC00	Prior to the commencement of development, a revised assessment on the potential impact on badgers shall be carried out. A copy of the assessment and details of any mitigation shall be submitted to and for the written approval of the Local Planning Authority before works in the woodland area can commence (this is required as it will have been more than 6 months after the revised Extended Phase 1 report was submitted). The works within the woodland shall be carried out in accordance with the approved details.

25.	CDLB00	Prior to the commencement of any works hereby approved to the stable block, a specification of proposed repairs to joinery fixtures of the Listed Building including roof structure, windows, and doors shall be submitted for the written approval of the Local Planning Authority. Thereafter the works shall be carried out in accordance with the details so approved and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
26.	CDLB00	Prior to the commencement of any works hereby approved to the stable block, annotated plans detailing the extent of any external stone replacement in the Listed Building shall be submitted for the written approval of the Local Planning Authority. Thereafter the works shall be carried out in accordance with the details so approved and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
27.	MATS00	Prior to commencement of any works to re-roof or repair masonry on the stable block samples of proposed slates and stone to be used in the Listed Building repairs shall be submitted for the written approval of the Local Planning Authority. Thereafter the works shall be carried out in accordance with the details so approved and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
28.	MATS22	All pointing in the development hereby permitted shall accord with the following specification – a lime mortar mix of 1:2 ¹ / ₂ (lime; sand (sand mix of 50% sieved sharp sand and 50% builders sand)) with a slightly recessed bagged finish.
29.	MATS30	No work shall commence on the installation of any door in the stable block of the development hereby approved until detailed plans showing the constructional details and external appearance of all external doors and frames (and glazing if included) in the Listed Building have been submitted to and approved in writing by the Local Planning Authority. All doors shall be installed in accordance with the details so approved and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
30.	MATS40	No work shall commence on the installation of any replacement or new windows (and glazing if included) in the stable block of the development hereby approved until detailed plans showing the constructional details of all window frames to be used in the Listed Building have been submitted to and approved in writing by the Local Planning Authority. Such plans should indicate, on a scale of not less than 1:20, the longitudinal and cross sectional detailing including means of opening. The window frames shall be installed in accordance with the approved details and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
31.	MATS00	All rainwater goods within the stable block and walled garden development shall be black painted cast iron and thereafter be so maintained in that condition in perpetuity unless otherwise agreed in writing by the Local Planning Authority. All other rainwater goods within the rest of the development shall be coloured black and thereafter be so maintained in that condition in perpetuity unless otherwise agreed in writing by the Local Planning Authority.

32.	MATS00	No work shall commence on the installation of any external fixtures to the listed building to which this permission relates until details of all external fixtures have been submitted to and approved in writing by the Local Planning Authority. The details shall include for provision for any exterior lighting, meter boxes, signage, wall or roof flues, television antennae and satellite dishes that may be proposed to be installed. The external fixtures shall be installed wholly in accordance with the approved details and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
33.	CDLB00	Prior to the commencement of works to construct the external elevated terrace hereby approved, details of the proposed balustrade and design of installation including samples if so required shall be submitted for the written approval of the Local Planning Authority. Thereafter the works shall be carried out in accordance with the details so approved and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
34.	MISC00	All Lodges shall be constructed on pile foundations which shall be removed from the site if the development is continuously unoccupied for more than two years and the land shall, so far as is practicable, be restored to its condition before development took place unless the Local Planning Authority has otherwise agreed in writing or unless planning permission for an alternative use has been approved.
35.	MATS07	No work shall commence on the construction of the walls of the walled garden part of the development hereby permitted until details of the brick, including samples if so required by the Local Planning Authority, to be used for the external surfaces of the development have been submitted to and approved in writing by the Local Planning Authority. The brick used shall accord with the approved details and shall be maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
36.	MATS00	Prior to commencement of works to clear the walled garden or woodland in preparation for the siting of lodges, samples of proposed cladding and roofing materials of the Lodges hereby approved shall be submitted for the written approval of the Local Planning Authority. Thereafter the works shall be carried out in accordance with the details so approved and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.
37.	MATS00	All glass in the windows, glazed doors and rooflights of the Lodges and Walled Garden units hereby approval shall have a one way film fitted to reduce light spill onto their setting unless an alternative means to reduce light spill is agreed in writing with the Local Planning Authority.
38.	MATS74	All flues associated with the proposed development shall be coloured matt black and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.

39.	MISC00	In the event that contamination is found at any time when carrying out the approved development, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary, a remediation scheme must be prepared which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared and submitted for the approval in writing by the Local Planning Authority. Following completion of the development a report must be submitted confirming that any unexpected contamination was not encountered during the development.
40.	RSU000	No work shall commence on the construction/erection or planting of the Icehouse, Summerhouse, Ornamental Bridge and Orchard until written details of the features have been approved by the Local Planning Authority. In the event that it can be demonstrated that the replacement heritage assets cannot be reinstated in situ the Local Planning Authority will consider whether appropriate alternative provision should be made. The replacement heritage assets shall thereafter be created in accordance with the approved details and thereafter be so maintained before the occupancy of the 35 holiday letting unit.
41.	RSU000	Prior to the occupation of the 35th holiday letting unit the works hereby approved to the Listed Stable Block shall be completed and the stable block shall be made available for use.

Reasons for Conditions

1.	RSN TIME01	To ensure compliance with Sections 91 to 94 of the Town and Country Planning Act 1990 as amended.
2.	RSN PLAN01	For the avoidance of doubt and to ensure that the details of the development comply with the provisions of NYM Core Policy A and NYM Development Policy 3, which seek to conserve and enhance the special qualities of the NYM National Park.
3.	RSN WPDR03	In order to enable the Local Planning Authority to retain control over future buildings at the site in the interests of safeguarding the landscape character of the locality and in line with NYM Core Policy A and NYM Development Policy 16, which seek to enhance and conserve the special qualities of the NYM National Park and secure high quality design for new development.
4.	RSN WPDR01	In order to enable the Local Planning Authority to retain control over future alterations to the property in the interests of safeguarding the existing form and character of the building in line with NYM Development Policy 3 and NYM Core Policy A, which seek to enhance and conserve the special qualities of the NYM National Park and secure high quality design for new development.

5.	RSN RSUO01	In order to enable the Local Planning Authority to retain control over future changes of use to the property which would otherwise be permitted by the Town and Country Planning (Use Classes) Order 2010 (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order) or the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order), and to comply with the provisions of NYM Core Policy A and NYM Development Policy 3, which seek to enhance and conserve the special qualities of the NYM National Park and ensure that development does not have an adverse effect on the amenities of adjoining occupiers.
6.	RSN RSUO11	The site is in a location where new residential development would be contrary to NYM Core Policy J but permission for holiday accommodation has been permitted to ensure that a traditional rural building is conserved in line with NYM Development Policy 8.
7.	RSN RSUO09	The site is in a location where the occupation of the accommodation hereby permitted as a separate independent dwelling unit would be contrary to NYM Core Policies B and J.
8.	RSN LNDS04	The trees within the vicinity of the site are of significant amenity value and every effort shall be made to protect them in accordance with NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
9 & 13.	RSN GACS01	In order to comply with the provisions of NYM Core Policy A which seeks to ensure that new development does not detract from the quality of life of local residents.
10.	RSN LNDS01	In order to comply with the provisions of NYM Development Policy 3 which seeks to ensure that new development incorporates a landscaping scheme which is appropriate to the character of the locality and retains important existing features.
11 & 14- 16.	RSN LDNS02	In order to comply with the provisions of NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
12.	RSN MISC00	The trees and archaeology within the vicinity of the site are of significant amenity value and every effort shall be made to protect them in accordance with NYM Core Policy C and which seeks to conserve and enhance the quality and diversity of the natural environment.
17.	RSN MISC04	To ensure protection of a species protected under the Wildlife and Countryside Act and compliance with NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
18.	RSN MISC06	In order to comply with the provisions of NYM Core Policy D which seeks to ensure that new development contributes to reduce carbon emissions.
19- 24.	RSN MISC04	To ensure protection of a species protected under the Wildlife and Countryside Act and compliance with NYM Core Policy C which seeks to conserve and enhance the quality and diversity of the natural environment.
25 & 26.	RSN CDLB02	In order to ensure that the development is carried out in a manner which safeguards the existing fabric of the building and to comply with the provisions of NYM Development Policy 5.

27.	MATS03	For the avoidance of doubt and in order to comply with the provisions of NYM Development Policy 5 which seek to ensure that alterations to Listed Buildings do not have any unacceptable impact on the special architectural or historic interest of the building.
28, 35.	RSN MATS01	For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that building materials are of a high quality and compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
29- 33, 36- 38.	RSN MATS02	For the avoidance of doubt and in order to comply with the provisions of NYM Core Policy A and NYM Development Policy 3 which seek to ensure that the appearance of the development is compatible with the character of the locality and that the special qualities of the National Park are safeguarded.
34	RSN MISC07	In order to return the land to its former condition and comply with the provisions of NYM Core Policy A which seeks to conserve and enhance the landscape of the National Park.
39.	RSN MISC00	To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to control waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with the requirements of NYM Core Policy A which seeks to conserve and enhance the landscape of the National Park.
40 & 41.	RSN RSUO00	In order that the site is not left undeveloped and to comply with the provisions of NYM Development Policy 5 which seeks to ensure that new development does not have an unacceptable impact on the special historic or architectural interest of the Listed Building on site.

Informatives:

MISC INF10	This consent is issued subject to the terms of the Agreement (under Section 106 of the 1990 Town and Country Planning Act) dated 21 December 2018 between the North York Moors National Park Authority and Classic Lodges Limited to carry out archaeological & conservation investigation & works, woodland restoration & management, and contribute to public rights of way.
MISC INF06	Listed Building consent has also been granted for this development. You are advised to obtain sight of the notice of Listed Building consent and the approved plans and ensure that the development is carried out strictly in accordance with the approved plans and the terms and conditions of the Listed Building consent.
MISC INF00	If more than 12 months have elapsed since the completion of protected species surveys, specifically bats and Great Crested Newts, survey work will need to be repeated to ensure that the developer does not fall foul of the The Wildlife and Countryside Act 1981.

MISC INF00	The Crime Prevention and Architectural Liaison Officer (Middlesbrough Police HQ) would encourage and recommend that the developer contacts them at the earliest possible stage to discuss any advice or guidance that they can offer in relation to designing out opportunities for crime and disorder to occur in the future.
MISC INF00	In addition to planning permission the Environment Agency has advised that an Environmental Permit is likely to be required. Please note that the granting of planning permission does not guarantee the granting of an Environmental Permit. More information can be found at: https://www.gov.uk/guidance/discharges-to-surface-water-and-groundwater-environmental-permits .

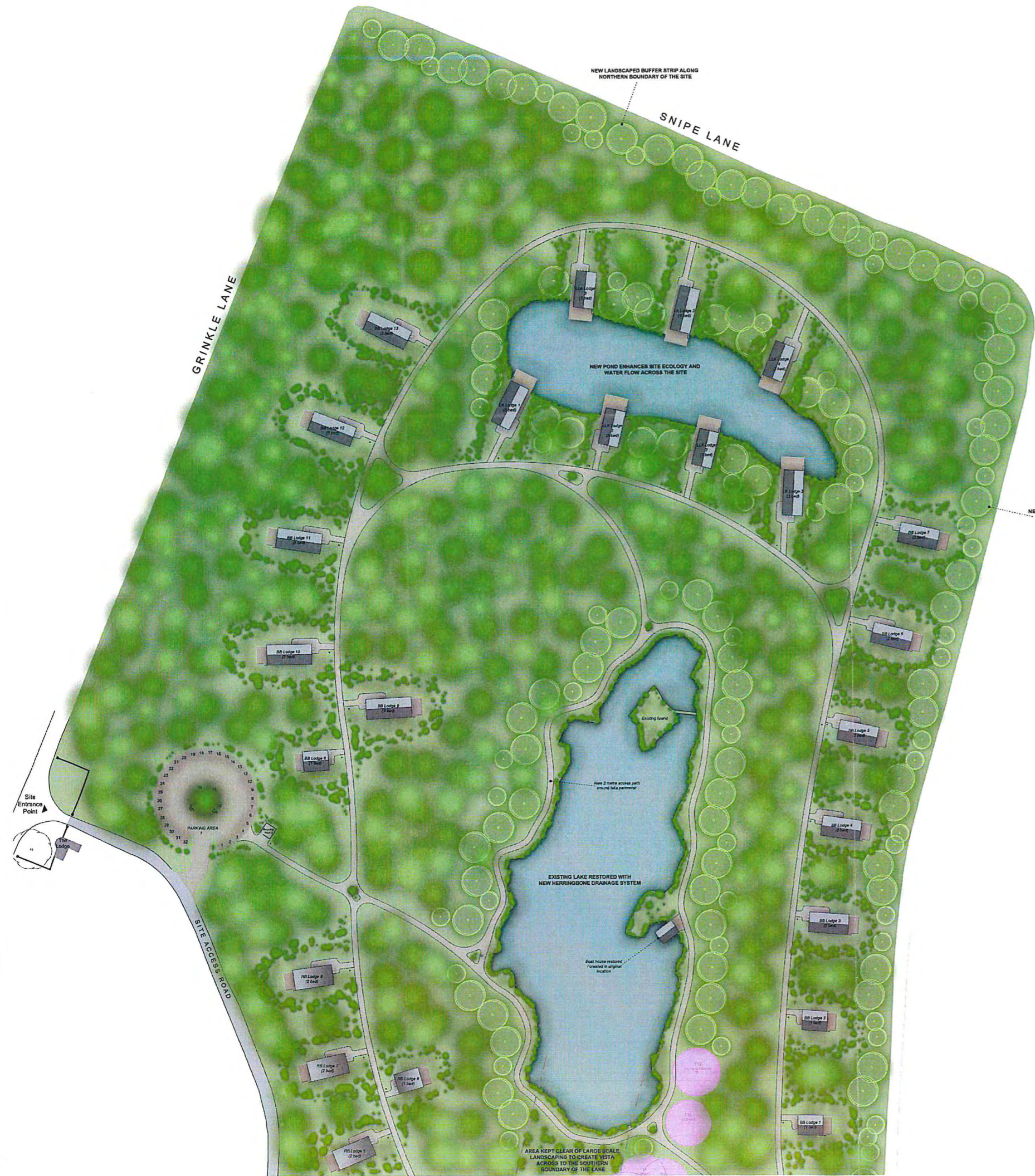
I should be pleased if you would approve the issue of the decision notice.

SEVENTH SCHEDULE
(Drawings and 1893 Ordnance Survey Map)



REVISIONS
 1 - Information for construction
 2 - Information for construction
 3 - Information for construction
 4 - Information for construction
 5 - Information for construction
 6 - Information for construction
 7 - Information for construction
 8 - Information for construction
 9 - Information for construction
 10 - Information for construction

NOTES



Mix of proposed trees, shrubs and grasses between lodges

Shrubs
 to plant around the lakes at Grinkle Park

- Alder buckthorn (*Fraxinus saxatilis*)
- Creeping willow (bals. reppel)
- Eringone (*Rosa rugosa*)
- Clester Rose (*Rubrum rugosa*)
- Hortensia (*Hydrangea macrophylla*)
- Aspen, purging (*Picea canadensis*)
- Hazel (*Corylus avellana*)
- Holly (*Ilex aquifolium*) evergreen
- Jumper (*Juniperus horizontalis*)

Trees
 to plant around the lakes at Grinkle Park

- Oak Common (*Quercus robur*) and sessile (*Quercus petraea*)
- Common Alder (*Alnus glutinosa*)
- Birch (*Betula* "Tristis", silver birch (*Betula pubescens*), paper birch or canoe birch (*Betula papyrifera*), *Betula pubescens*)
- Poplar (*Populus alba*) silver-grey foliage (*Populus nigra*) scented varietal good screening
- Willow (*Salix* *Salix caprea*), golden weeping, Good to plant on the lake islands along with *Salix*
- Aspen, purging (*Picea canadensis*)
- Hazel (*Corylus avellana*)
- Wild Cherry (*Pruce avium*)
- Maple (*Acer campestre*)
- Rowan (*Sorbus aucuparia*)
- Pine Scots (*Pinus sylvestris*)

Grasses
 Green grasses around the lakes

- Miscanthus
- Callagrostis (*Callagrostis canadensis*)
- Panicum (*Panicum virgatum*)

Historical trees and shrubs recommendations (George Abbey)

Orchids	Chestnuts	Pines	Spruce Firs	Silver Fir
a Turkey Oak (<i>Quercus cerris</i>)	Horse Chestnut (<i>Hesperis hippocastanum</i>)	Austrian (<i>Pinus austriaca</i>)	Norway (<i>Abies excelsa</i>)	<i>F. fraseri</i>
b English Oak (<i>Q. pedunculata</i>)	Pink Horse Chestnut (<i>A. hippocastanum roseum</i>)	<i>P. excelsa</i> or Weymouth (<i>P. strobus</i>)	Douglas (<i>A. douglasii</i>)	<i>P. pekinensis</i>
c Scarlet Oak (<i>Q. coccinea</i>)	Scarlet Horse Chestnut (<i>A. hippocastanum coccineum</i>)	Corsican (<i>P. laricio</i>) or Scotch (<i>P. sylvestris</i>)	White (<i>A. alba</i>)	<i>P. baumea</i>
d Variegated lucombe Oak (<i>Q. cerris lucombeana variegata argentea</i>)	Variegated Horse Chestnut (<i>A. hippocastanum variegatum argenteum</i>)	<i>P. cembra</i>	<i>A. excelsa elegans</i>	<i>P. nordmanniana</i>
e Lucombe Oak (<i>Q. cerris lucombeana</i>)	Double white Horse Chestnut (<i>A. hippocastanum flore-pleno albo</i>)	<i>P. benthiana</i>	Hemlock (<i>A. canadensis</i>)	<i>P. cephalonica</i>
f Fern leaved English Oak (<i>Q. pedunculata asplenifolia</i>)	Double red Horse Chestnut (<i>A. hippocastanum flore-pleno rubro</i>)	<i>P. macrocarpa</i>	<i>A. merisii</i>	<i>P. mobilis</i>
g Variegated English Oak (<i>Q. pedunculata variegata</i>)	<i>A. hippocastanum praecox</i>	<i>P. lambertiana</i>	<i>A. orientalis</i>	<i>P. pinsapo</i>
h Cork Oak (<i>Q. suber</i>)	<i>A. hippocastanum crispum</i>	<i>P. jeffreyi</i>	<i>A. douglasii taxifolia</i>	<i>P. grandis</i>
i Evergreen Oak (<i>Q. ilex</i>)	<i>A. rubicunda</i>	<i>P. pyrenaica</i>	<i>A. hookeriana</i>	<i>P. magnifica</i>

- Shrubs (for near pleasure grounds)
- 1 - Cupressus lawsoniana
 - 2 - Common holly with Mountain Ash dispersed among the hollies at about 15 feet apart
 - 3 - Portugal Laurel
 - 4 - English Yew
 - 5 - Laurustinus, with a few laburnum at the back and interspersed
 - 6 - Thuopsis borealis
 - 7 - Colchic Laurel, with bird cherry interspersed
 - 8 - Rhus cotinus with Berberis aquifolium and B. danwinii in masses in front or just within the margin
 - 9 - Lilacs, with a mass of tree box at the right-hand corner
 - 10 - Thuja kobbii
- e - Scarlet Thorns; d, Double Gorse; f, Salix adiantifolia; g, Double White Thorns; h, Tulip tree; i, Scarlet Thorns

AMENDED

NYMNP
 09/07/2018

REVISION	DATE	DESCRIPTION
P5	04.07.18	Design amendments
P4	15.06.18	Design amendments
P3	14.11.17	Design amendments & tree survey integrated
P2	16.10.17	Design amendment
P1	05.10.17	Design amendment

PROJECT
 Proposed Station Block Restoration & Leisure Lodge Development at Grinkle Park, Eastington, N Yorkshire

DRAWING TITLE
 Proposed Site Landscaping Plan 1 of 2

SCALE 1:500 @ A3
 DATE March 2017
 DRAWN SS
 CHECKED NA
 DTD NO. 5598_L103
 REVISION P5

FWP
 6 & 7 FRODOLE PLACE
 BOSTON SPA, YORK

frank 100000749@frankwp.com



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REVISION STATUS

- 1 - Information issued for feasibility or scheme design
- 2 - Information issued for tender purposes only
- 3 - Information issued for Construction
- 4 - Any other drawings containing a C-revision to be used for construction

NOTES

Mix of proposed trees, shrubs and grasses between lodges

Shrubs
to plant around the bases of trees

- Alder buckthorn (*Fraxinus saxatilis*)
- Creeping willow (*Salix repens*)
- Dog Rose (*Rosa canina*)
- Guelder Rose (*Viburnum opulus*)
- Hawthorn (*Crataegus monogyna*)
- Aspen, purging (*Betula pubescens*)
- Hazel (*Corylus avellana*)
- Holly (*Ilex aquifolium*)
- Juniper (*Juniperus communis*)

Grasses
to plant between the lodges

- Miscanthus
- Calamagrostis X acutiflora
- Panicum Virgatum

Trees
to plant around the bases of trees

- Oak Common (*Quercus robur*) and sessile (*Quercus petraea*)
- Common Alder (*Alnus glutinosa*)
- Birch (Betula "Tristis", silver birch (*Betula pendula*), paper birch or lance leafed, Birch rowan (*Betula pubescens*)
- Poplar (*Populus Alba*) silver grey foliage (*Populus balsamifera* var. *italica*) good screening
- Willow (*Salix caprea*) or *Salix glauca* golden weeping, *Salix alba* on the lake side along with silver birch
- Aspen, purging (*Betula pubescens*)
- Hazel (*Corylus avellana*)
- Wild Cherry (*Prunus avium*)
- Maple (*Acer spicatum*)
- Rosmarinus (*Salvia rosmarinus*)
- Pine Scots (*Pinus sylvestris*)



Historical trees and shrubs recommendations (George Abbey)

	Oaks	Chestnuts	Pines	Spruce/Firs	Silver Fir
a	Turkey Oak (<i>Quercus cerris</i>)	Horse Chestnut (<i>Aesculus hippocastanum</i>)	Austrian (<i>Pinus austriaca</i>)	Norway (<i>Abies excelsa</i>)	<i>Picea fraseri</i>
b	English Oak (<i>Q. pedunculata</i>)	Pink Horse Chestnut (<i>A. hippocastanum coreanum</i>)	<i>P. excelsa</i> or Weymouth (<i>P. strobus</i>)	Douglas (<i>A. douglasii</i>)	<i>P. peccinata</i>
c	Scarlet Oak (<i>Q. coccinea</i>)	Scarlet Horse Chestnut (<i>A. hippocastanum coccineum</i>)	Corsican (<i>P. laricina</i>) or Scotch (<i>P. sylvestris</i>)	White (<i>A. alba</i>)	<i>P. balsamea</i>
d	Variegated <i>Lucombe Oak</i> (<i>Q. cerris lucombeana</i> variegata)	Variegated Horse Chestnut (<i>A. hippocastanum variegatum argenteum</i>)	<i>P. cembra</i>	<i>A. excelsa elegans</i>	<i>P. nordmanniana</i>
e	Lucombe Oak (<i>Q. cerris lucombeana</i>)	Double white Horse Chestnut (<i>A. hippocastanum fere-pieno albo</i>)	<i>P. benthamiana</i>	Hemlock (<i>A. canadensis</i>)	<i>P. cephalonica</i>
f	Fern leaved English Oak (<i>Q. pedunculata asplenifolia</i>)	Double red Horse Chestnut (<i>A. hippocastanum fere-pieno rubro</i>)	<i>P. macrocarpa</i>	<i>A. menziesii</i>	<i>P. nobilis</i>
g	Variegated English Oak (<i>Q. pedunculata variegata</i>)	<i>A. hippocastanum praecox</i>	<i>P. lambertiana</i>	<i>A. orientalis</i>	<i>P. pinsapo</i>
h	Cork Oak (<i>Q. ilex</i>)	<i>A. hippocastanum crinum</i>	<i>P. jeffreyi</i>	<i>A. douglasii</i>	<i>P. grandis</i>
i	Evergreen Oak (<i>Q. ilex</i>)	<i>A. rubicunda</i>	<i>P. pyrenaica</i>	<i>A. hookeriana</i>	<i>P. magnifica</i>

- Shrubs (for near pleasure grounds)
- Cypressus lawsoniana
 - Common holly with Mountain Ash dispersed among the hollies at about 35 feet apart
 - Portugal Laurel
 - English Yew
 - Laurustinus, with a few laburnums at the back and interspersed
 - Thuja borealis
 - Colchic laurel, with bird cherry interspersed
 - Rhus cotinus with Berberis aquifolium and B. darwinii in masses in front or just within the margin
 - Lilacs, with a mass of tree box at the right-hand corner
 - Thuja libani
- e - Scarlet Thorns; d, Double Gorse; f, Salisbua adiantifolia; g, Double White Thorns; h, Tulip tree; i, Scarlet Thorns

AMENDED

NYMNPA
09/07/2018

REV	DATE	DESCRIPTION
P6	04.07.18	Design amendments
P5	14.05.18	Design amendments & tree survey integrated
P4	14.11.17	Design amendments & tree survey integrated
P3	16.10.17	Design amendment
P2	05.10.17	Design amendment
P1	14.05.17	Design amendment

CLIENT
Classic Lodges

PROJECT
Proposed Stable Block Restoration & Leisure Lodge Development at Grinko Park, Easington, N Yorkshire

DRAWING TITLE
Proposed Site Landscaping Plan
2 of 2

SCALE 1:500 @ A3

DATE March 2017

DRAWN BS

CHECKED NA

DESIGNED NA

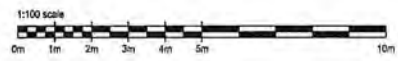
REVISED NA

DWG NO 559B_L104

REVISION P6

FWP
4 & 1 REDBAGG PLACE
PRESTON PR1 3JH

fwpp



IMPORTANT

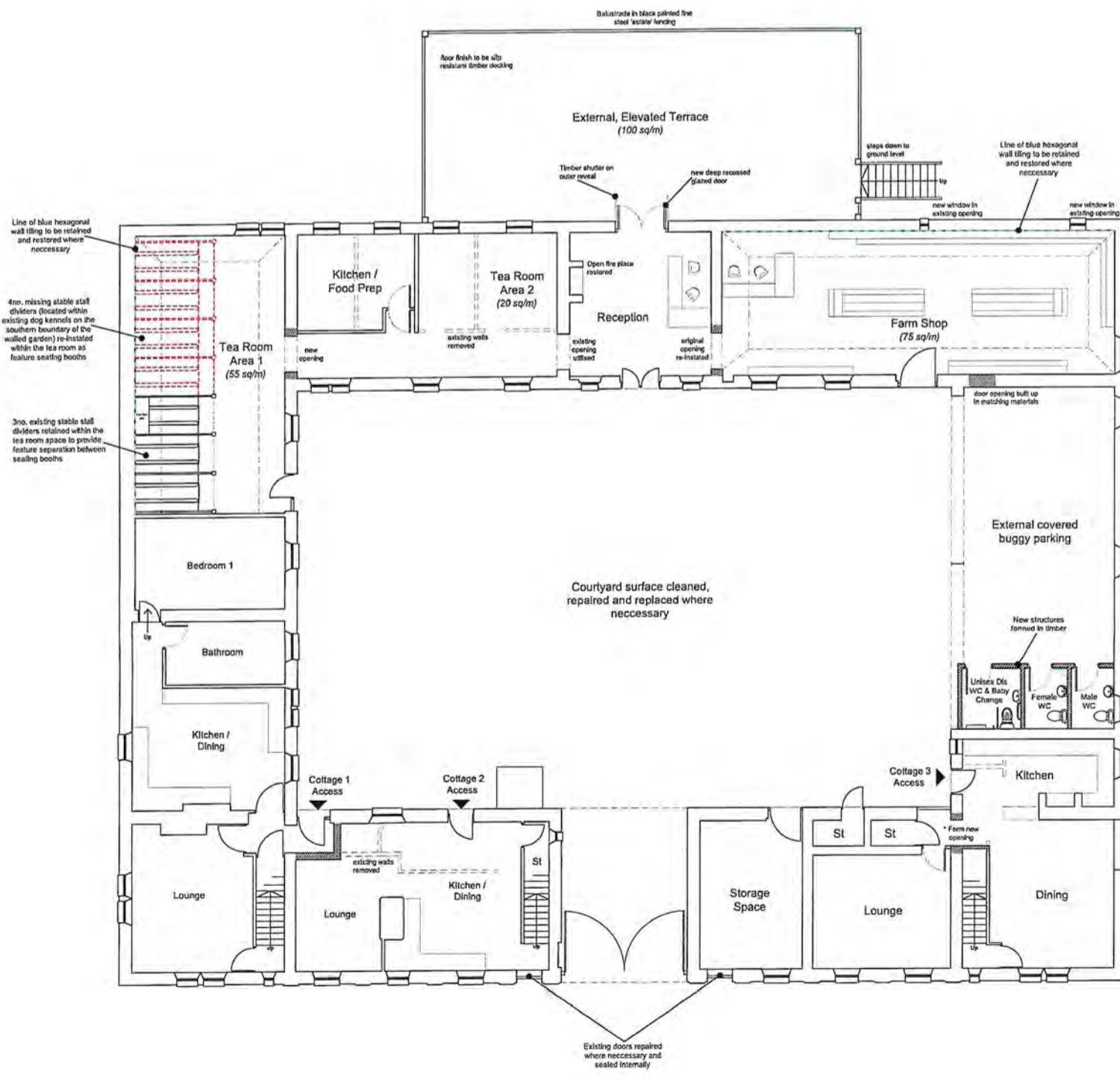
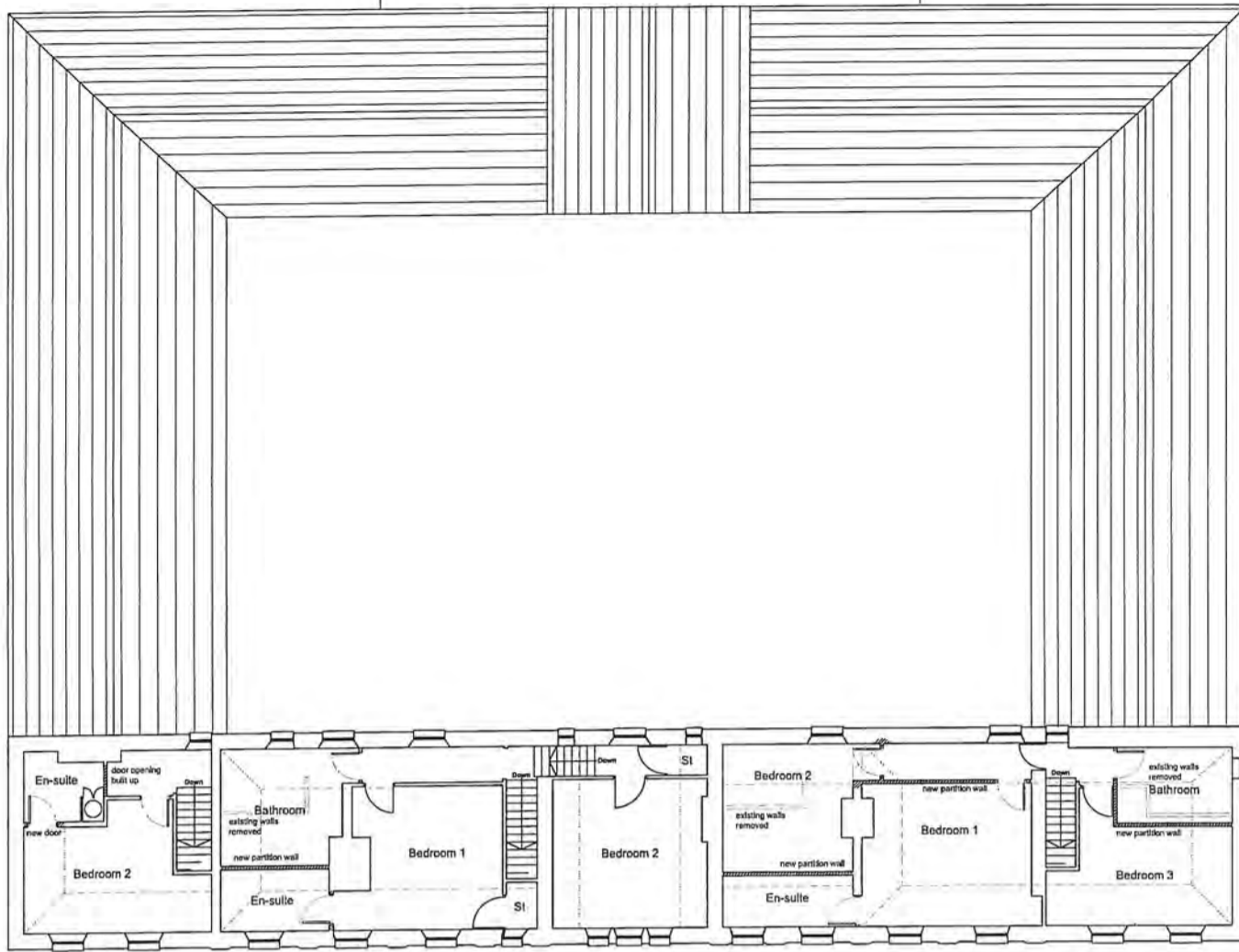
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REVISION STATUS

- S - Information issued for feasibility or scheme design
- T - Information issued for tender purposes only
- C - Information issued for Construction

NB: Only those drawings containing a C revision to be used for construction

NOTES



AMENDED

NYMNP
09/07/2018

REVISION	DATE	DESCRIPTION
P6	04.07.18	Amendment to tea area 1
P5	05.06.18	Note addition to tea room area 1
P4	14.11.17	Design amendments
P3	02.10.17	Design amendments
P2	18.09.17	Design amendments
P1	14.08.17	Design amendments

Project Name: **Lodges**
Project Location: **ed Stable Block Restoration & Leisure Lodge pment at Grinkle Park, Easington, N Yorkshire**

SCALE	DATE	DRAWN	CHECKED
1:100 @ A1	March 2017	SS	NA
DRG NO.	REVISION		
5598_L108	P6		

fwp

Frank Whittle Partnership Limited

Plan to Accompany Section 106 Agreement Town and Country Planning Act 1990

FOR: 1893 O/S map

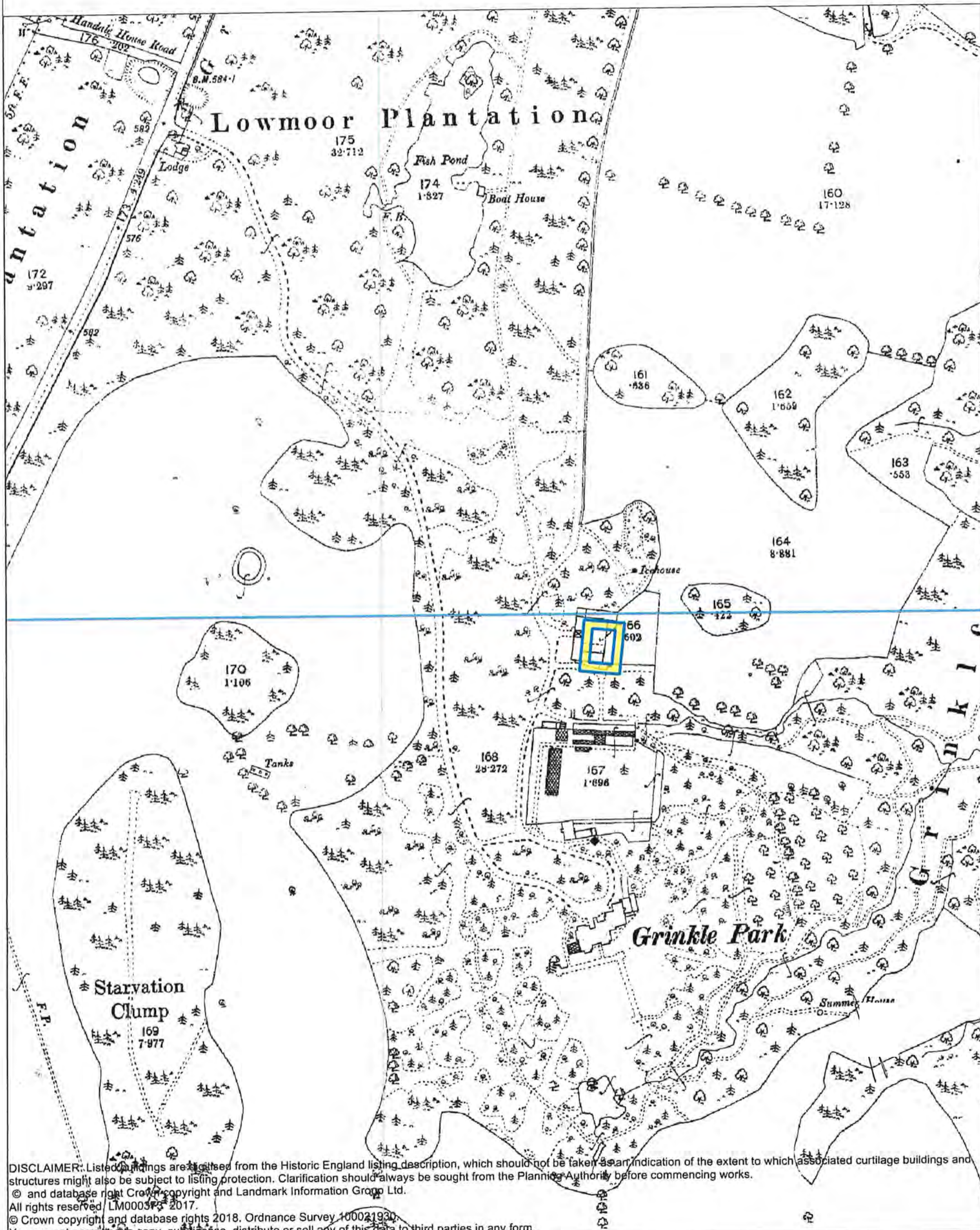
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N



AT:

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The Old Vicarage
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**THE COMMON SEAL OF
THE NATIONAL PARK AUTHORITY**

was affixed in the presence of:

(RICHARD L SMITH)

Authorised Signatory



2103.

**EXECUTED AS A DEED BY
CLASSIC LODGES LIMITED**

by the signatures of a Director & Director/Secretary

In the presence of:

.....

.....

Witness signature

Name SANCT CROSSLET

Address 1 WELLSBANK WAY
 CROCKET
 LANCASHIRE
 PA7 3JW