

## **APPENDIX 4**

### **CURRENT PROJECT PERMISSIONS AND S.106 AGREEMENTS**

**Town and Country Planning Act 1990  
North York Moors National Park Authority**

**Notice of Decision of Planning Authority on Application for  
Permission to Carry out Development**

To: North Yorkshire County Council  
fao: Mr John Smith  
County Hall  
Racecourse Lane  
Northallerton  
North Yorkshire  
DL7 8AD

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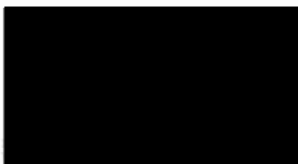
The above named Authority being the Planning Authority for the purposes of your application validated 19 January 2015, in respect of proposed development for the purposes of variation of conditions 2 (material amendment), 4, 8 and 9 of planning approval NYM/2012/0757/EIA to allow alterations to layout and landscaping design to accommodate 180 additional private spaces, revisions to site opening times and siting of permanent lighting to serve additional parking spaces at OS Field 3618 bounded by Guisborough Road, A171, B1460 and Barkers Lane, Whitby has considered your said application and has granted permission for the proposed development subject to the following conditions:

1. The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.
2. The development hereby permitted shall not be carried out other than in strict accordance with the following documents:

Document Description	Document No.	Date Received
Low Lighting Bollard	Appendix C	17 March 2015
Amended Plan	WPR/PL/2014/004	17 March 2015

or in accordance with any minor variation thereof that may be approved in writing by the Local Planning Authority.
3. The application site shall be used only for the operation of a Park and Ride scheme. In the event of the site not being used as a Park and Ride site for a period in excess of 18 months all signs, seats, roads, hardstandings and buildings on the site shall be removed and the site shall be restored as pasture land or native woodland within a period of a further six months.
4. The landscaping scheme shown on the approved plans shall be implemented in every respect in accordance with the plans in the first planting season following commencement of construction of the access road and formal car parking area. Thereafter if any tree or shrub dies or is diseased or dying within a period of ten years from the date of its first planting it shall be replaced with a tree or shrub of a similar species. The approved planting scheme shall be retained on site in perpetuity unless the prior written consent of the Local Planning Authority is granted to an amendment to this scheme.

Continued/Conditions



Mr C M France  
Director of Planning

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12 AUG 2015  
Date .....

For the Rights of Appeal and Notes See Overleaf

Decision Approve

TOWN AND COUNTRY PLANNING ACT 1990

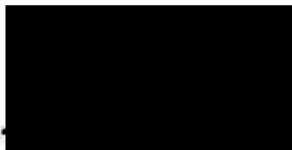
Continuation of Decision No. NYM/2014/0864/FL

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Conditions (Continued)

5. Prior to implementation of the landscaping scheme, a concise maintenance plan to detail how the planted areas will be maintained from planting to establishment should be submitted to the Local Planning Authority.
6. Notwithstanding the submitted plans, prior to the first use of the site as a car park/bus interchange full details of all anti-crime measures to be installed on the site and included in the operation of the scheme shall be submitted to and approved by the Local Planning Authority.
7. Prior to the operation of the private York Potash Ltd part of the site, a scheme detailing the security arrangements, including number of security staff, and arrangements for the operation of the different opening hours for the two parts of the site shall be submitted to and approved by the Local Planning Authority.
8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 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.
9. The site shall only be open to the public for car parking and access to buses during the following times:  
1 April until 30 April and 1 October until 30 October - 08.00 am until 06.00pm  
1 May until 30 September - 07.00 am until 09.00pm  
1 November until 31 March - 08.30 am until 6.00pm  
Outside of these hours there shall be no parking of any kind of vehicle or siting of any temporary structure on the public element of the site which shall be secured and locked to prevent public access.
10. Excepting that permitted by this approval, no means of permanent external lighting or illumination shall be installed on the public part of the site without the prior written approval of the Local Planning Authority. Temporary lighting and associated structures can be installed for up to 28 days in any one calendar year.
11. The 180 car parking spaces provided under this approval shall be restricted to employees of York Potash Ltd only, and this part of the site only shall be open for 24 hours a day, 365 days of the year.
12. All waiting rooms hereby approved as part of the development shall make provision for display of tourism and interpretation information related to both Whitby and the National Park the details of which shall be submitted to the Local Planning Authority for written approval prior to and implemented before the first use of the Park and Ride scheme by the public and the facility shall thereafter be retained as approved

Continued/Conditions



Mr C M France  
Director of Planning

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12 AUG 2015  
Date .....

DecisionApprove

TOWN AND COUNTRY PLANNING ACT 1990

Continuation of Decision No. NYM/2014/0864/FL

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Conditions (Continued)

13. There shall be no access or egress by any vehicles between the highway and the application site until details of the precautions to be taken to prevent the deposit of mud, grit and dirt on public highways by vehicles travelling to and from the site have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority in consultation with the Highway Authority. These precautions shall be made available before any excavation or depositing of material in connection with the construction commences on the site and be kept available and in full working order and used until such times as the Local Planning Authority in consultation with the Highway Authority agrees in writing to their withdrawal.
14. Unless approved otherwise in writing by the Local Planning Authority there shall be no establishment of a site compound, site clearance, demolition, excavation or depositing of material in connection with the construction on the site until proposals have been submitted to and approved in writing by the Local Planning Authority for the provision of:
  - i) On-site parking capable of accommodating all staff and sub-contractors vehicles clear of the public highway;
  - ii) On-site materials storage area capable of accommodating all materials required for the operation of the site.

The approved areas shall be kept available for their intended use at all times that construction works are in operation. No vehicles associated with on-site construction works shall be parked on the public highway or outside the application site.

15. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principle and an assessment of the hydrological and hydrogeological context of the development, has been submitted in writing and approved by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details before the development is brought into use. The scheme shall also include: Surface water run-off will be restricted to a discharge rate of 1.4l/s/ha. A minimum of 722m<sup>3</sup> attenuation storage will be provided. Details of how the scheme shall be maintained and managed after completion.
16. The development hereby approved shall not be commenced until such time as a scheme to dispose of foul water has been submitted in writing to and approved by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details prior to the development being brought into use.
17. The development hereby approved shall not be commenced until such time as a scheme to install oil and petrol separators has been submitted in writing to and approved by the Local Planning Authority. The development shall then be completed in accordance with the approved details prior to the development being brought into use.

Continued/Conditions



Mr C M France  
Director of Planning

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Date 12 AUG 2015

Decision/Approve



TOWN AND COUNTRY PLANNING ACT 1990

Continuation of Decision No. NYM/2014/0864/FL

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**Conditions (Continued)**

18. Prior to the development hereby permitted being brought into use, a detailed written scheme of offsite compensation/off-setting/amelioration arrangements equivalent to the additional light pollution to be generated by the approved scheme shall be submitted to the Local Planning Authority for approval. The development shall not be operated unless the offsetting scheme has been implemented. For the avoidance of doubt the implementation of the offsetting arrangements for the substantive Potash mine head development reference NYM/2014/0676/MEIA would be deemed to satisfy this requirement as an alternative to a standalone arrangement.

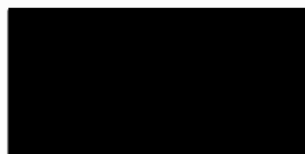
**Informative**

1. The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Property specific summary information on coal mining can be obtained from The Coal Authority's Property Search Service on 08457626848 or at [www.groundstability.com](http://www.groundstability.com)

**Reasons for Conditions**

1. To ensure compliance with Sections 91 to 94 of the Town and Country Planning Act 1990 as amended.
2. 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. The Local Planning Authority do not consider this site to be generally suitable for development but recognise the need for a Park and Ride facility in this location and to comply with the provisions of Development Policy 24 of the Local Development Framework.
4. To ensure a high quality, substantial planting scheme is included which gives a high level of screening and to comply with NYM Core Policy A and NYM Development Policy 24.
5. To ensure that the proposed planting is sustainable in the long term to provide screening for the duration of the development.
- 6 & 7. The Local Planning Authority recognises its duties under the 1998 Crime and Disorder Act and wishes to ensure inclusion of crime prevention measures that are commensurate with the character of the area
8. 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.

Continued/Reasons for Conditions



Mr C M France  
Director of Planning

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Date 12 AUG 2015

Decision Approve

TOWN AND COUNTRY PLANNING ACT 1990

Continuation of Decision No. NYM/2014/0864/FL

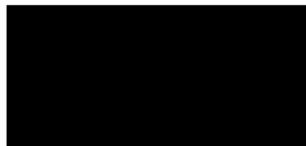
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**Reasons for Conditions (Continued)**

9. The Local Planning Authority would wish to control the operational hours of the public element of the site to and would not wish to see this part of the site used for permanent access and parking and to comply with NYM Core Policy A.
10. In the interests of the visual amenities of the locality and to comply with the provisions of NYM Core Policy A which seeks to conserve and enhance the special qualities of the National Park.
11. For the avoidance of doubt and to restrict the more intensive use of the site to the 180 car parking spaces for YPL as shown on the approved plans.
12. 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.
13. In accordance with NYM Development Policy 23 and in the interests of the safety and convenience of highway users.
14. In accordance with NYM Development Policy 23 and to provide for appropriate on-site vehicle parking and storage facilities in the interests of highway safety and the general amenity of the area.
- 15 - To avoid pollution of watercourses and to comply with the provisions of NYM
17. Development Policy 1, which seeks to ensure that new development has satisfactory provision for the disposal of foul and surface water.
18. In the interests of the visual amenities of the locality and to comply with the provisions of NYM Core Policy A which seeks to conserve and enhance the special qualities of the National Park.

**Explanation of how the Authority has Worked Positively with the Applicant/Agent**

The Local Planning Authority has acted positively in determining this application by assessing the scheme against the Development Plan and other material considerations and subsequently granting planning permission in accordance with the presumption in favour of sustainable development as set out within the National Planning Policy Framework.



Mr C M France  
Director of Planning

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02 AUG 2015  
Date .....

Decision Approve



**TOWN & COUNTRY PLANNING ACT 1990**  
**SCARBOROUGH BOROUGH COUNCIL**  
**FULL PLANNING PERMISSION**

To Nathaniel Lichfield & Partners  
5th Floor  
15 St Paul's Street  
Leeds  
LS1 2JG

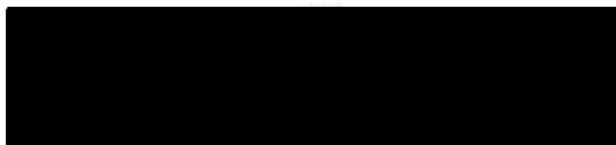
**Date of Application** 3 February 2015  
**Proposal** Creation of temporary construction workers village comprising 1 and 2 storey accommodation blocks, to include a park and ride facility with associated landscaping and highway access works.  
**Site Address** Land To SE Of Eskdale School Stainsacre Lane Whitby NORTH YORKSHIRE  
**Applicant** York Potash Ltd

The Scarborough Borough Council hereby give notice in pursuance of the Town & Country Planning Act 1990, that **full planning permission has been granted** for the carrying out of the development described above in accordance with the application and plans submitted, subject to the general condition (to ensure compliance with Section 91 of the said Act) that the development hereby permitted must be begun not later than **three years** from the date of this Decision Notice, and subject to the following condition(s)

- 1 No development shall take place on the site unless planning permission has first been granted for the construction of a minehead at Dove's Nest Farm and Haxby Plantation, Sneatonthorpe under North York Moors National Park Authority application reference NYM/2014/0676/MEIA.

Reason : The development of the site is considered to be acceptable as an exception to Policy E1 of the Scarborough Borough Local Plan only on a temporary basis in support of the construction of a minehead at Dove's Nest Farm and Haxby Plantation, Sneatonthorpe and its associated infrastructure and facilities.

- 2 The development hereby permitted shall occupy the site for a temporary period of six years beginning with the date on which the site first becomes operational as a park and ride facility or construction workers accommodation, whichever is the sooner. The Local Planning Authority shall be notified in writing that the period of temporary use of the site has commenced within 14 days of it first becoming operational. At the end of the six year



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Planning Manager

**DATE** 20 August 2015

**NOTES**

This is an approval under the Town and Country Planning Act only. It does not absolve the applicant from the necessity of obtaining Listed Building consent if necessary or approval under the Building Regulations, or of obtaining approval under any other Bye-laws, Local Acts, Orders, Regulations and Statutory Provisions in force, and no part of the proposed development should be commenced until such further approval has been obtained.

period of use the site, the hard surfaces, buildings and associated infrastructure shall be removed from the site and the land restored to agricultural use in accordance with an approved site restoration plan which shall first have been submitted to and approved in writing by the Local Planning Authority before the site first becomes operational. Occupation of the site shall be restricted to construction workers and support staff employed in the construction phase of the York Potash Project.

Reason : The development of the site is considered to be acceptable as an exception to Policy E1 of the Scarborough Borough Local Plan only on a temporary basis in support of the construction of a minehead at Dove's Nest Farm and Haxby Plantation, Sneatonthorpe and its associated infrastructure and facilities.

- 3 Prior to the commencement of development a phasing plan for the implementation of the approved landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The landscaping scheme shall be implemented in accordance with the phasing plan unless otherwise agreed in writing by the Local Planning Authority. All trees, shrubs and bushes shall be maintained by the occupier of the land for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary, unless the Local Planning Authority gives written consent to any variation.

Reason : To ensure appropriate landscaping for the site in order to mitigate the visual impact of the temporary buildings hereby permitted in the interests of the visual amenity of the locality in accordance with Policy E12 of the Scarborough Borough Local Plan.

- 4 Prior to the commencement of development, a scheme for the retention and/or protection of hedgerows shall be submitted to and approved in writing by the Local Planning Authority. Any temporary hedge protection shall not be removed until all construction works have ceased and all plant and construction equipment have been removed from the site. All hedgerows shall be maintained in accordance with the approved scheme for a period of five years from the completion of construction. During that period all hedgerows or parts thereof lost to disease or removal shall be made good in the first available planting season unless otherwise agreed in writing with the Local Planning Authority.

Reason : To ensure the appropriate protection and ongoing maintenance of existing hedgerows in accordance with Policy E39 of the Scarborough Borough Local Plan.

- 5 Before any development is commenced details of the perimeter fencing to the site to include the fencing to the boundary of Eskdale School's playing fields shall be submitted to and approved in writing by the Local Planning Authority. The site fencing shall be erected in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority. The site fencing shall be erected before the Park and Ride Facility is first brought into use or before the first occupation of the Construction Village, whichever is the sooner. The site fencing shall be maintained in accordance with the approved details until such time as the use of the site for a park and ride facility and construction village ceases.

Reason : In the interests of the security of the site and the amenities of the locality.

- 6 Notwithstanding the submitted details, prior to the commencement of development details of the lighting to be installed on site shall be submitted to and agreed in writing with the Local Planning Authority. Lighting shall be sensitive to breeding bats and birds and shall



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Planning Manager

DATE 20 August 2015

be installed and maintained in accordance with BS-EN 12464-2:2014, BS 5489:2003, and BS-EN 13201:2003 unless otherwise agreed in writing with the Local Planning Authority.

Reason : In the interest of visual amenity and in accordance with Policy E5 and E7 of the Scarborough Borough Local Plan.

- 7 The development shall be implemented in accordance with the security measures outlined within the Security Report (MFD, February 2015) unless otherwise agreed in writing with the Local Planning Authority.

Reason : In the interests of the security of the site and the amenities of the locality.

- 8 Before the commencement of any works above the foundation of the temporary buildings the details of their external treatment(s), including cladding and colour shall be submitted to and approved in writing by the Local Planning Authority and the external treatment(s) shall be carried out in accordance with the approved details before the first occupation of the temporary buildings and shall thereafter be maintained, unless any variation is first agreed in writing by the Local Planning Authority.

Reason : In order to mitigate the visual impact of the temporary buildings hereby permitted in the interests of the visual amenity of the locality and in accordance with Policies E5 and E12 of the Scarborough Borough Local Plan.

- 9 No development shall take place on site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which shall first have been submitted to and approved in writing by the Local Planning Authority.

Reason : To ensure that any archaeological features of the site are identified and recorded during the ground disturbing works associated with the site's construction.

- 10 During construction works the ecological mitigation measures set out in the Ecology Survey Report dated August 2013 shall be implemented, including the protection measures for any retained trees and hedgerows in accordance with BS5827:2012.

Reason : In the interests of mitigating the impacts on the ecology of the site in accordance with guidance in the NPPF.

- 11 There shall be no access or egress between the highway and the application site by any vehicles other than via the existing Waste Water Treatment Works access with the public highway at A171 Stainsacre Lane. The access shall be maintained in a safe manner at all times.

Reason : In the interests of both vehicle and pedestrian safety.

- 12 Any gates or barriers shall be erected a minimum distance of 15 metres back from the carriageway of the existing highway and shall not be able to swing over the existing or proposed highway.

Reason : To ensure a satisfactory means of access to the site from the public highway in the interests of vehicle and pedestrian safety and convenience.



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Planning Manager

DATE 20 August 2015



- 13 There shall be no access or egress by any vehicles between the highway and the application site (except for the purposes of constructing the initial site access) until splays are provided giving clear visibility of 90 metres measured along both channel lines of the major road A171 Stainsacre Lane from a point measured 4.5 metres down the centre line of the access road. The eye height will be 2.0 metres and 1.05 metres and the object height shall be 0.26metres. Once created, these visibility areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason : In the interests of road safety.

- 14 Unless otherwise approved in writing by the Local Planning Authority, there shall be no excavation or other groundworks, except for investigative works, or the depositing of material on the site in connection with the construction of the access road or building(s) or other works until:

(i) The details of the following off site required highway improvement works, works listed below have been submitted to and approved in writing by the Local Planning Authority:

- a. the amendments to the access road junction bell-mouth and right turning lane at the existing Waste Water Treatment Plant access
- b. the pedestrian and cycle link to the existing layby on Stainsacre Lane

(ii) An independent Stage 2 Road Safety Audit for the agreed off site highway works has been carried out in accordance with HD19/03 - Road Safety Audit or any superseding regulations and the recommendations of the Audit have been addressed in the proposed works.

(iii) A programme for the completion of the proposed works has been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority.

Reason : To ensure that the details are satisfactory in the interests of the safety and convenience of highway users.

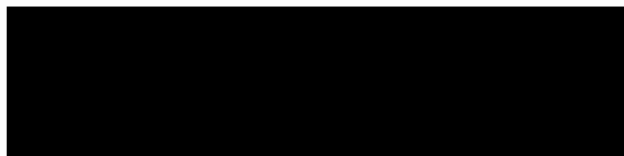
- 15 Unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority, the development shall not be brought into use until the following highway works have been constructed in accordance with the details approved in writing by the Local Planning Authority under condition number 14.

- a. the amendments to the access road junction bell-mouth and right turning lane at the existing Waste Water Treatment Plant access
- b. the pedestrian and cycle link to the existing layby on Stainsacre Lane.

Reason : In the interests of the safety and convenience of highway users.

- 16 No part of the development shall be brought into use until full details of the following have been submitted to and approved in writing by the Local Planning Authority:

- a. tactile paving
- b. vehicular, cycle, and pedestrian accesses
- c. vehicular and cycle parking
- d. vehicular turning/manoeuvring arrangements



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Planning Manager

DATE 20 August 2015

- e. loading and unloading arrangements
- f. bus waiting and turning areas: and

the approved vehicle access, parking, waiting, manoeuvring and turning areas are available for use unless otherwise approved in writing by the Local Planning Authority. Once created these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.

Reason : To provide for appropriate on-site vehicle facilities in the interests of highway safety and the general amenity of the development.

- 17 Prior to occupation of the first bedroom, the Travel Plan measures identified shall be implemented and the development shall thereafter be carried out and operated in accordance with the measures.

Reason : To establish measures to encourage more sustainable non-car modes of transport.

- 18 A Construction Environmental Management Plan (CEMP) shall be submitted to and agreed in writing with the Local Planning Authority prior to the commencement of development. The CEMP shall include details of phasing and details of the construction methods associated with that phase. No development for any phase of the development shall take place until a CEMP for that phase has been submitted to, and approved in writing by, the Local Planning Authority in consultation with the Local Highway Authority. The approved CEMP shall be adhered to throughout the construction period for that phase. The statement shall provide for the following in respect of the phase:

- a. the parking of vehicles of site operatives and visitors
- b. loading and unloading of plant and materials
- c. storage of plant and materials used in constructing the development
- d. erection and maintenance of security hoarding
- e. wheel washing facilities
- f. measures to control the emission of dust and dirt during construction
- g. a scheme for recycling/disposing of waste resulting from demolition and construction works
- h. HGV routing for construction deliveries

Reason : In the interests of amenity and highway safety.

- 19 Prior to the commencement of development a surface water drainage scheme, consistent with the Flood Risk Assessment and Drainage Strategy which accompanied the application hereby approved, shall be submitted to and approved in writing by the Local Planning Authority. The surface water drainage scheme shall be implemented in accordance with the approved details in accordance with a programme for the completion of the drainage works which shall have first been submitted to and approved in writing by the Local Planning Authority.

Reason : To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading.

- 20 The Applicant shall ensure access is properly maintained to the adjacent Waste Water Treatment Works for all phases of the development i.e. construction, operation and



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Planning Manager

DATE 20 August 2015



## Decision No 15/00195/FL

decommissioning, unless otherwise agreed in writing by the Local Planning Authority in consultation with the statutory sewerage undertaker.

Reason : In order to allow sufficient access for maintenance and repair work at all times and to ensure protection of public health and the aquatic environment.

- 21 No piped discharge of surface water from the application site shall take place until works to provide a satisfactory outfall for surface water have been completed in accordance with details to be submitted to and approved by the local planning authority before development commences.

Reason : To ensure that the site is properly drained and surface water is not discharged to the foul sewerage system which will prevent overloading.

- 22 No development shall take place until details of the proposed means of disposal of foul water drainage, including details of any off-site works, have been submitted to and approved by the local planning authority unless otherwise agreed in writing with the Local Planning Authority. Furthermore, no buildings requiring a foul drainage connection shall be occupied or brought into use prior to completion of the approved foul drainage works.

Reason : To ensure that no foul water discharge take place until proper provision has been made for its disposal.

- 23 Surface water draining from areas of hardstanding shall be passed through a trapped gully or series of trapped gullies or bypass interceptors, prior to being discharged into any watercourse, soakaway or surface water sewer. The gully/gullies/interceptor/interceptors shall be designed and constructed to have a capacity compatible with the area being drained, shall be installed prior to the occupation of the development and shall thereafter be retained and maintained throughout the lifetime of the development. Clean roof water shall not pass through the gully/gullies/interceptor/interceptors.

Reason : To reduce the risk of pollution to the water environment.

### POSITIVE AND PROACTIVE STATEMENT

The proposed development as submitted is in principle acceptable, but there are certain aspects where additional details need to be agreed and implemented and/or specific safeguards need to be put into place. The Local Planning Authority acted proactively by attaching planning conditions which can adequately address such matters.

### Note(s)

- 1 No works are to be undertaken which will create an obstruction, either permanent or temporary, to the Public Right of Way adjacent to the proposed development. Applicants are advised to contact the County Council's Access and Public Rights of team at County Hall, Northallerton via [paths@northyorks.gov.uk](mailto:paths@northyorks.gov.uk) to obtain up-to-date information regarding the line of the route of the way. The applicant should discuss with the Highway Authority any proposals for altering the route.



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Planning Manager

DATE 20 August 2015

**Decision No 15/00195/FL**

- 2 The Local Planning Authority would advise that the early implementation of landscape measures should be considered in order to enable any planting to establish at an early stage. The hedgerows around the site should be allowed to develop in height
- 3 There must be no works in the existing highway until an Agreement under Section 278 of the Highways Act 1980 has been entered into between the Developer and the Highway Authority.
- 4 An explanation of the terms used above is available from the Highway Authority



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Planning Manager

**DATE** 20 August 2015

20 AUG 2015



# TOWN AND COUNTRY PLANNING ACT 1990

## NOTICE OF PLANNING PERMISSION

Applicant / Agent Name And Address

NATHANIEL LICHFIELD & PARTNERS  
5TH FLOOR  
15 ST PAULS STREET  
LEEDS  
WEST YORKSHIRE  
LS1 2JG

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Reference No: R/2014/0626/FFM

The Council as the Local Planning Authority **HEREBY GRANT PLANNING PERMISSION** for the development proposed by you in your application valid on: 30 September 2014

**Details:** MINERAL (POLYHALITE) GRANULATION AND STORAGE FACILITY INVOLVING THE CONSTRUCTION ON BUILDINGS, CONVEYOR SYSTEMS, SUBSTATIONS, WATER TREATMENT PLANT, INTERNAL ACCESS ROADS, CAR PARKING, ATTENUATION PONDS, LANDSCAPING, RESTORATION AND AFTERCARE, AND CONSTRUCTION OF A TUNNEL PORTAL INCLUDING THE LANDFORMING OF SPOIL AND ASSOCIATED WORKS

**Location:** WILTON INTERNATIONAL COMPLEX REDCAR

**Applicant:** YORK POTASH LTD

Subject to the following conditions:

1. The development shall not be begun later than the expiration of **THREE YEARS** from the date of this permission.

**REASON:** Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2. The development hereby permitted shall be carried out in accordance with the following approved plans: 653-MHF-AP-0403 rev 0, 653-MHF-AP-0404 rev 0, 653-MHF-AP-0405 rev 0, 653-MHF-AP-0409 - rev 0, 653-MHF-AP-0410 rev 0, 653-MHF-AP-0411 rev 0, 653-MHF-AP-0412 rev 0, 653-MHF-AP-0413 rev 0, 653-MHF-AP-0414 rev 0, 653-MHF-AP-0415 rev 0, 653-MHF-AP-0416 rev 0, 653-MHF-AP-0417 rev 0, 653-MHF-AP-0418 rev 0, 653-MHF-AP-0419 rev 0, 653-MHF-AP-0420 rev 0, 653-MHF-AP-0421 rev 0, 653-MHF-AP-0422 rev 0, 653-MHF-AP-0423 rev 0, 653-MHF-AP-0424 rev 0, 653-MHF-AP-0425 rev 0, 653-MHF-AP-0426 rev 0, 653-MHF-AP-0427 rev 0, 653-MHF-AP-0428 rev 0, 653-MHF-AP-0429 rev 0, 653-MHF-AP-0430 rev 0, 653-MHF-AP-0431 rev 0, 653-MHF-AP-0432 rev 0, 653-MHF-AP-0434 rev 0, 653-MHF-AP-0435 rev 0, 653-MHF-AP-0436 rev 0, 653-MHF-AP-0437 rev 0, 653-MHF-AP-0438 rev 0, 653-MHF-AP-0439 rev 0,

DECFFG

653-MHF-AP-0440 rev 0, 653-MHF-AP-0441 rev 0, 653-MHF-AP-0442 rev 0, 653-MHF-AP-0443 rev 0, 653-MHF-AP-0444 rev 0, 653-MHF-AP-0445 rev 0, 653-MHF-AP-0446 rev 0, 653-MHF-AP-0447 rev 0, 653-MHF-AP-0448 rev 0, 653-MHF-AP-0449 rev 0, 653-MHF-AP-0460 rev 0, 653-MHF-AP-0470 rev 0, 653-MHF-AP-0471 rev 0, 2328.MHF01 rev 1, 2328.MHF02 rev 1 and 2328.MHF03 rev 2.

**REASON:** To accord with the terms of the planning application.

3. Prior to the commencement of development, details shall be submitted to and agreed in writing by the Local Planning Authority, of proposals to provide contractors car parking and material storage within the site. The details approved shall be retained for use until completion of the development unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

4. Prior to the commencement of development a construction traffic management plan shall be submitted to the Local Planning Authority for approval in writing. The scheme approved shall be implemented in its entirety unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

5. Prior to the commencement of the use an operations travel plan shall be submitted to the Local Planning Authority for approval in writing. The approved scheme shall be implemented in its entirety unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

6. Notwithstanding the landscaping details submitted a landscaping scheme shall be submitted to, and approved in writing by, the Local Planning Authority prior to the commencement of development. The details shall include a phasing plan, size, type and species of plant and indicate the proposed layout and surfacing of all open areas. A programme of work shall also be submitted and implemented in accordance with the approved details.

**REASON:** To ensure that the landscape impacts are mitigated from the outset of the project.

7. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the buildings or the completion of the development, whichever is sooner, and any trees or plants which within a period of ten years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

**REASON:** To ensure the satisfactory implementation of the approved scheme in the interests of the visual amenities of the locality.

8. Day time (07.00 - 23.00) and night time (23.00 - 07.00) operational noise levels from the site shall not exceed the background noise level when measured at the boundary of the residential properties defined as 77 Broadway West, Dormanstown; Foxrush Farm; Manor Farm and Marsh Farm House.

**REASON:** In the interests of amenity.

9. Construction shall be conducted in accordance with the current edition of BS 5228 "Noise and Vibration Control on Construction and Open Sites or subsequent revisions".

**REASON:** To ensure the development does not result in adverse impact on neighbour amenity through the generation of noise, to protect the amenities of occupiers of any nearby properties from noise and to minimise the risk of vibration damage to neighbouring buildings.

10. Prior to the commencement of development a phasing plan shall be submitted to the Local Planning Authority setting out the proposed sequence of development and any associated temporary operations.

**REASON:** Required in the interests of amenity and the operation of the highway network at the outset of the project.

11. Prior to the commencement of development, a Construction Environmental Management Plan (CEMP) shall be submitted to the Local Planning Authority for approval in writing. The CEMP shall include details of:
- a. the size, location and design of any site compounds; including how any potentially polluting materials will be stored to minimise the risk of pollution;
  - b. all fuel/oil which shall be stored in proprietary tanks with integral bunding with a capacity equal to not less than 110% of the capacity of the tank. Such tanks shall be located on a bunded, impervious hardstanding with a capacity of not less than 110% of the largest tank or largest combined volume of connected tanks;
  - c. call replenishment of tanks and containers and all refuelling of vehicles, plant and equipment which shall take place within that bunded, impervious hardstanding;
  - d. a protocol to deal with any pollution that may occur during the course of construction e.g. provision of spill kits close to storage areas/compounds. This shall include training staff on their correct use;
  - e. a protocol to deal with contaminated ground, should this be encountered, to ensure protection of water resources, e.g. appropriate sampling, laboratory testing and risk assessment;
  - f. plant and wheel washing, which is to be carried out in a designated area of hard standing at least 10 metres from any watercourse or surface water drain;
  - g. run-off from plant, wheel and boot washing collected in a sump, with settled solids removed regularly and water recycled and reused where possible;
  - h. a strategy for recycling/disposing of waste;



- i. dust suppression and mitigation measures set out in the air quality assessment, submitted as part of the Environmental Impact Assessment shall be implemented for the period of construction.
- j. the process for dissemination of the approved CEMP requirements to all relevant staff/contractors throughout the construction period.
- k. the location of the site notice board, which shall show:
  - i. a representative of the operators who would be available to deal promptly with any complaints;
  - ii. the telephone number of the Minerals Planning Authority in respect of any queries regarding
- l. parking, loading, unloading, security and lighting during construction, to include:
  - the parking of vehicles of site operatives and visitors clear of the highway
  - loading and unloading of plant and materials storage of plant and materials used in constructing the Development
  - erection and maintenance of security fencing
  - a scheme for recycling/disposing of waste resulting from demolition and construction works
  - the use of lighting such that the safety of highways users is not affected and
- m. a protocol for prior notification of nearby occupiers of any blasting and/or piling operations.

Development shall be carried out in accordance with the measures set out in the approved CEMP unless otherwise agreed in writing with the Local Planning Authority.

**REASON:** In the interest of public amenity, highway safety, to reduce the risk of pollution to ground and surface water it is required at the outset of the project.

12. Decommissioning of the site shall commence within 2 years of cessation of mineral working in accordance with details that have first been submitted and approved in writing by the Local Planning Authority. The details shall include both a phasing and timing plan. Decommissioning shall be undertaken in accordance with the approved details unless otherwise first agreed in writing with the Local Planning Authority.

**REASON:** In the interests of visual amenity.

13. Prior to the commencement of any work requiring demolition and/or ground works, a Management Plan detailing the process for asbestos identification, management and/or safe certified removal, depending on the nature, type and condition of the asbestos containing materials (ACMs) on the site will be submitted to Local Planning Authority for approval in writing. The approved details shall be implemented in their entirety.

**REASON:** To ensure that all licensed and notifiable non-licensed work with asbestos is carried out with the appropriate controls and training in place, and in order to prevent contamination of the site, surrounding highways and to prevent harm to surrounding residents, receptors and future site users.

14. Prior to the commencement of any work requiring demolition and/or ground works, a scheme for the identification, management and removal of lead contamination at this site shall be submitted to the Local Planning Authority for approval in writing. The approved scheme shall be implemented in its entirety.

**REASON:** In the interests of environmental protection.

15. In the event that contamination other than contamination already identified is found at any time when carrying out the approved development that was not previously identified 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 and submitted to the Local Planning Authority for approval in writing. The approved remediation shall be implemented in its entirety. Following completion of measures identified in the approved remediation scheme a verification report must be prepared and submitted to the Local Planning Authority for approval in writing. Following completion of the development a report must be submitted confirming that unexpected contamination was not encountered during the development.

**REASON:** In the interests of environmental protection.

16. Prior to the commencement of development a programme of archaeological work (a watching brief) shall be submitted to the Local Planning Authority for approval in writing. The approved watching brief shall thereafter be carried out in its entirety and a final report deposited with the Authority within three months of the date of the completion of works on site.

**REASON:** Required at the outset in the interests of cultural heritage.

17. Notwithstanding the details submitted prior to the construction of any buildings or other structures details of external materials including samples shall be submitted to the Local Planning Authority for approval in writing. The development shall not be carried out except in accordance with the approved materials.

**REASON:** To ensure the use of satisfactory external cladding materials and an acceptable form of external treatment.

18. No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off rates from the impermeable areas of the site during and following construction are limited to greenfield rates. The scheme shall be implemented in accordance with the approved details and thereafter be maintained.

**REASON:** Required to prevent the increased risk of flooding, both on and off site from the outset of the project.



19. The development permitted by this planning permission shall only be carried out in accordance with the mitigation measures detailed within the approved Flood Risk Assessment (FRA). The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

**REASON:** To reduce the risk of flooding to the proposed development and future occupants.

20. A lighting plan for both the construction and operational phases of the project shall be submitted to the Local Planning Authority for approval in writing prior to the installation of any lighting at any of the sites. The plan shall be implemented in accordance with the approved scheme unless otherwise agreed with the Local Planning Authority.

**REASON:** To ensure the satisfactory implementation of the approved scheme in the interests of any birds and bats within the area.

21. Any vegetation clearance on site should avoid the bird breeding season (March to August inclusive), unless a checking survey by an appropriately qualified ecologist has confirmed that no active nests are present immediately prior to works.

**REASON:** In the interests of the protection of breeding birds

22. Prior to commencement of development written details of vegetation to be retained, established and created and the provision of bird and bat boxes to be installed shall be submitted to the Local Planning Authority for approval in writing. The approved details shall be implemented prior to the completion of the development and thereafter maintained.

**REASON:** Required from the outset in the interests of habitat protection and enhancement.

23. Prior to commencement of development a revised Hydro-geological Risk Assessment informed by the most up-to-date monitoring, shall be submitted to the Local Planning Authority for approval in writing.

**REASON:** To protect water resources receptors from the outset of the project. At the time of submission, monitoring at certain locations had been underway for less than twelve months; therefore seasonal variability (i.e. very wet and very dry conditions) was not fully represented by those datasets.

24. Following approval of the Revised Hydro-geological Risk Assessment but prior to the commencement of development a Construction and Operation Phase Ground and Surface Water Monitoring Scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:-

- Groundwater quality and level triggers;
- Surface water quality triggers;
- Details of the number, type and location of monitoring points;

- A protocol for the removal and replacement of any existing monitoring points;
- Details of the frequency with which monitoring points will be monitored during construction and operation;
- A list of the ground and surface water determinands to be tested for;
- Monitoring of groundwater levels and spring flows;
- Details of the method and frequency with which monitoring results will be shared with the Local Planning Authority and the Environment Agency.

The approved scheme shall thereafter be implemented in full, with monitoring continuing in accordance with the approved scheme until such time that it is agreed in writing with the Local Planning Authority that monitoring may cease.

**REASON:** To protect water resources receptors.

25. No development work that may impact on water resources receptors shall commence until a Remedial Action Plan, setting out the remedial actions to be taken in the event that any monitoring triggers are exceeded, shall be submitted to and approved in writing by the Local Planning Authority. This Remedial Action Plan should include:

- A procedure for investigating and escalating a trigger value breach, and for informing the appropriate regulator (the Environment Agency)
- A list of individuals (and their contact details) who are responsible for identifying and investigating a trigger value breach;
- A list of individuals and organisations to be informed in the event of a breach or a confirmed departure from the established baseline;
- Actions to protect the environment in the event of a suspected or confirmed environmental incident or departure from the established baseline (these may be specific to certain construction / operational activities or receptors, but should include the possibility of stopping relevant works while the breach is investigated).

**REASON:** To provide a robust methodology for minimising potential harm to water resources receptors.

26. Should any monitoring result exceed those triggers set out in the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme, the Local Planning Authority, the Environment Agency and Natural England shall be informed as soon as practicable, and the approved Remedial Action Plan shall thereafter be implemented as soon as practicable.

**REASON:** To protect the water environment and reduce the risk of pollution to ground and surface waters.

27. **York Potash Harbour Facilities ES Appendix 12.3 Harbour Facilities Framework Construction Traffic Management Plan (Rev 1) including appendices 1-7 and Figures must be implemented.**

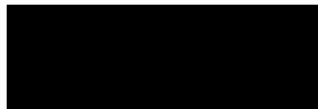
**REASON:** To ensure that the A174 and A1053 Trunk Roads continue to serve their purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 by minimising disruption on the trunk road network and in the interests of road safety during the construction period.

28. **A minimum of 10% of the sites energy requirements shall be provided by embedded renewable energy and/or sourced from renewable resources, unless otherwise first agreed in writing with the Local Planning Authority.**

**REASON:** In the interests of sustainability.

**STATEMENT OF CO-OPERATIVE WORKING:** The Local Planning Authority considers that the application as originally submitted required to be supported by additional information. Following correspondence and discussions with the applicant / agent satisfactory additional details have been received.

1. **INFORMATIVE NOTE:** The diversion, culverting or removal of any existing watercourses on the site will require prior land drainage consent from the Lead Local Flood Authority.
2. **INFORMATIVE NOTE:** Environmental Permitting Regulations 2010 (as amended) – The operation of a mineral crushing, screening, granulation and drying process is specified in Schedule 1 under section 3.5 Part B of the Environmental Permitting Regulations (England and Wales) Regulations 2010 (as amended) and therefore will require a permit from the Environmental Protection Team to operate. Discussions shall be made with the applicant and the Environmental Protection Team prior to any development of the mineral granulation facility.



Signed:

Paul Campbell  
Assistant Director, Economic Growth

Date: **14 August 2015**

**YOUR ATTENTION IS DRAWN TO INFORMATIVE NOTES BELOW:**

**INFORMATIVE NOTE:**

The conditions above should be read carefully and it is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

Please note that in order to discharge any conditions, a fee is payable in respect to this.

Failure on the part of the developer to fully meet the terms of any conditions which require the submission of details prior to the commencement of development will result in the development being considered unlawful and may render you liable to formal enforcement action.

Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal action in the form of a Breach of Condition notice.

**APPROVAL INFORMATIVE:**

This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation.

Consent under the current Building Regulations may also be required for the development before work can commence.

**County of Cleveland Act, 1987 – Facilities for Fire Fighting**

Section 5 of this Act requires that, where building regulation plans for the erection or extension of a building are deposited with the Council, the Council must reject the plans if it is not satisfied:

- That there will be adequate means of access for the Fire Brigade
- That the building or extension will not make means of access for the Fire Brigade to any neighbouring building inadequate
- If the building could be used for commercial or industrial purposes, that there is provision for installation of fire hydrants or other provision for an adequate supply of water for firefighting purposes.

**Appeals to the Secretary of State**

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within **six months** of the date of this notice (8 weeks in the case of any advertisement) using a form which you can get from the Secretary of State at **Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, (Tel: 0303 444 5000)** or online at [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have it granted without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. In practice, the Planning Inspectorate does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

**Purchase Notices**

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In the circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

**Compensation**

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Planning Inspectorate on appeal or on reference of the application to them. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

**The Highways Act 1980 (Sections 131, 133 and 171)**

Prior to commencing work on any development which entails interference with an adopted Highway a developer/contractor is required to obtain the consent from Engineering of the Regeneration Department. Such consent will not unreasonably be withheld but will be conditional upon obtaining a "Road Opening And Reinstatement" Consent and signing an "Undertaking To Pay For Works".

**The Building Act 1984 (Section 80)**

Prior to commencing work on any development which entails the demolition of part, or all of a building a developer or contractor is required to obtain the consent from the Engineering Team of the Regeneration Directorate. Consent will be conditional on the Local Authority receiving the appropriate forms.



Redcar & Cleveland Borough Council  
Regeneration Services Directorate  
Development Management  
PO Box 83, Redcar & Cleveland House  
Kirkleatham Street, Redcar  
Redcar & Cleveland TS10 1RT



**this is  
Redcar & Cleveland**

**Notification of Commencement of Development**

**Please complete the following:**

<b>Planning Application Reference:</b>	R12014 / 0626 / FFM
<b>Address of Works:</b> YPP	WILTON INTERNATIONAL COMPLEX

I confirm that the above development will begin on site on: .....

and end approximately on: .....

<b>Name (Please Print)</b>			
<b>Signed:</b>		<b>Date:</b>	
<b>Contact Tel No:</b>			
<b>Email:</b>			

**SUBMISSION OF THIS NOTICE WILL ALLOW US TO HELP YOU BY MONITORING YOUR DEVELOPMENT EFFECTIVELY.  
PLEASE RETURN IT AT LEAST TWO WEEKS BEFORE WORK BEGINS ON SITE TO:**

Compliance Officer  
Redcar & Cleveland Borough Council  
Development Management Section  
PO Box 83  
Redcar and Cleveland House  
Kirkleatham Street  
Redcar TS10 1RT  
Email: [planning\\_admin@redcar-cleveland.gov.uk](mailto:planning_admin@redcar-cleveland.gov.uk)

**Important Information**

There may be a number of conditions attached to your planning permission. Please read this carefully and note those details which require the approval of Redcar and Cleveland Borough Council before your development begins on site. It is particularly important that these conditions are fully complied with as failure to do so may have the effect of invalidating your planning permission and the approval of a further planning application would then be necessary in order for you to proceed with the development. Please note that with effect from 1 April 2009 Redcar and Cleveland introduced charges for the discharge of conditions relating to a planning application, in line with current government legislation.

The fee for discharging conditions attached to a planning application relating to an extension or alteration to a dwellinghouse, or other development within the curtilage of a dwellinghouse (i.e. householder planning application), is **£28.00**. For all other planning applications, the fee payable will be **£97.00** per request. It should be noted that any number of conditions, relating to the same planning application, can be discharged at one time and therefore will only incur the one applicable fee. If conditions are discharged individually, a fee will be payable for each request made. Requests to discharge conditions can be made in writing, or on the appropriate 1 APP form, and sent with supporting plans/information to the Compliance Officer at the address above.

Once the development has commenced the Compliance Officer may inspect the site to ensure that the requirements of all conditions are fully met and that your approved plans are being precisely followed. In the event of any non-compliance Redcar and Cleveland Borough Council will consider the taking of enforcement action to remedy the situation.

**THANK YOU FOR YOUR CO-OPERATION**

DATED 13<sup>th</sup> August 2015 2015

THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND (1)

and

THE HOMES AND COMMUNITIES AGENCY (2)

and

YORK POTASH PROCESSING & PORTS LIMITED (3)

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**PLANNING AGREEMENT**

**Pursuant to Section 106 Town and Country Planning Act 1990  
relating to land at Wilton, Redcar  
Planning Application R/2014/0626/FFM (MHF)**

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**MARRONS  
SHAKESPEARES**

**Marrons Shakespeares  
Solicitors  
1 Meridian South  
Meridian Business Park  
Leicester  
LE19 1WY  
Telephone: 0116 289 2200  
File Ref: MET 902946.2**



THIS AGREEMENT is made the <sup>13<sup>th</sup></sup> day of <sup>13<sup>th</sup> day of</sup> August Two Thousand and Fifteen

**BETWEEN:**

1. **THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND** of Redcar and Cleveland House, Kirkleatham Street, Redcar, Yorkshire TS10 1RT ("RCBC");
2. **THE HOMES AND COMMUNITIES AGENCY** care of Legal Services Arpley House 110 Birchwood Boulevard Warrington WA3 7QH ("the Owner"); and
3. **YORK POTASH PROCESSING AND PORTS LIMITED** (Company Registration Number 08270855) whose registered office is situate at 3<sup>rd</sup> Floor Greener House, 66-68 Haymarket, London, SW1Y 4RF ("YPL")

**RECITALS:**

- A. RCBC is a local planning authority for the purposes of Section 106 of the 1990 Act
- B. The Owner is the registered proprietors of the freehold interest in the Obligation Land
- C. YPL has an option to purchase the Obligation Land
- D. <sup>York Potash Limited</sup> YPL have applied to RCBC for the Planning Permission and the parties hereto have entered into this Agreement so that in the event of RCBC issuing the Planning Permission the Development will be regulated as hereinafter provided

**OPERATIVE PROVISIONS:**

1. **DEFINITIONS AND INTERPRETATION**
- 1.1 In this Agreement the following expressions shall have the following meanings:

"1990 Act"

the Town & Country Planning Act 1990

"Application"	the application submitted to RCBC on 30 September 2014 allocated reference number R/2014/0626/FFM applying for a mineral (Polyhalite) granulation and storage facility at Wilton International Complex on Teesside involving the construction of buildings conveyor systems substations water treatment plan internal access roads car parking attenuation ponds landscaping restoration and aftercare and the construction of a tunnel portal including the landforming of spoil and associated works
"Commencement of Development"	<p>the earliest date on which any of the material operations (as defined by Section 56(4) of the 1990 Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development</p> <ul style="list-style-type: none"> <li>i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation</li> <li>ii archaeological investigations</li> <li>iii any works of demolition or site clearance</li> <li>iv any structural planting or landscaping works</li> <li>v. ecological or nature conservation works associated with the Development</li> <li>vi. construction of boundary fencing or hoardings</li> <li>vii. construction of access or highway works (including drainage and media)</li> <li>viii. any other preparatory works agreed in writing with RCBC</li> </ul> <p>and "Commence Development" and "Commenced Development" shall be construed accordingly</p>
"Development"	the development described in the Application and to be carried out pursuant to the Planning Permission
"Expressways"	a programme of vocational learning and classroom education designed with the specific input and participation of YPL to stimulate interest in working in the mineral production sector

"Expressways Contribution"	the sum payable pursuant to paragraph 1.3 of Schedule 1
"Obligation Land"	that part of the Site shown coloured blue on the Plan registered at the Land Registry under title numbers CE216413 and CE169990
"Index Linked"	means adjusted in accordance with clause 2.2 <del>4</del>
"Plan"	the plan attached hereto and marked as such
"Planning Permission"	the planning permission granted by RCBC pursuant to the Application
"Site"	means the land shown edged red on the Plan
"Training and Development Contribution"	the sum payable pursuant to paragraphs 1.1 and 1.2 of Schedule 1

- 1.2 The expressions "RCBC" "the Owner" shall where the context so admits include its respective successors and assigns and in the case of RCBC the successors to their statutory functions
- 1.3 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.4 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.5 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.6 Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement

Notes:



Dunn, Isle Road, Perth, PH2 7HF  
Tel: 01738 621121 Fax: 01738 630904  
www.bellingram.co.uk  
enquiries@bellingram.co.uk

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Client

York Potash Ltd

Job title

Wilton Works

MHF Section 106 Plan

Scale at A3: 1:5,000

Plan No: Y5135-0102M-WIL-1 Rev 0

## **2 GENERAL PROVISIONS**

### **Statutory Authority**

- 2.1 The obligations in this Agreement are planning obligations and are made pursuant to S106 of the 1990 Act
- 2.2 All obligations are also entered into pursuant to Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972
- 2.3 The obligations in Schedule 1 of this Agreement bind the Obligation Land and are enforceable by RCBC

### **Liability**

- 2.4 The parties hereto agree that no person shall be liable for breach or non-performance of any covenant contained in this Agreement after he shall have parted with all interest in the Obligation Land or the part of it in respect of which such breach or non-performance occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
- 2.5 YPL has the benefit of option agreements dated 1 March 2013 and 2 October 2014 to purchase the Obligation Land and signifies its consent to the Obligation Land being bound by the terms of this Agreement and for the avoidance of doubt YPL shall not be liable in respect of any obligations made on behalf of the Owner herein unless and until it takes possession of any part of the Obligation Land
- 2.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any renewal thereof or any reserved matters approval with respect thereto) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

### **Contingencies**

- 2.7 The planning obligations contained in Clause 3 and Schedule 1 to this Agreement shall take effect only on the Commencement of Development
- 2.8 In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission prior to Commencement of Development the obligations under this Agreement shall cease absolutely and RCBC shall procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

### **Determination by Expert**

- 2.9 Notwithstanding any specific provision in this Agreement in the event of any dispute between the parties concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:
- 2.9.1 The person to be appointed pursuant to Clause 2.9 shall if possible be a person having fifteen years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
- 2.9.2 The reference to the expert shall be on terms that:
- 2.9.2.1 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;



- 2.9.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;
- 2.9.2.3 the expert shall be bound to have regard to the said submissions and representations;
- 2.9.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
- 2.9.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- 2.9.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on the parties save that the parties retain the right to refer to the Courts on a matter of law

#### **VAT**

- 2.10 In the event that the provision by any party or body of any land or buildings or infrastructure or matters pursuant to this Agreement is a taxable supply for the purposes of the legislation relating to Value Added Tax in respect of which any Value Added Tax should become payable then RCBC or other body in receipt of such supply shall pay to the Owner all such Value Added Tax upon receipt from the Owner of a Value Added Tax invoice therefore and the Owner shall endeavour to ensure that the timing of such invoice or invoices within any four week period shall be such as to minimise the period between settlement of the invoice and recovery of the tax

#### **Time Periods**

- 2.11 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the parties SAVE THAT any party to this Agreement who requires time to be of the essence in respect of any period extended shall serve



notice on any other relevant party stating that time is of the essence in relation to any time period so extended

#### **Approvals**

- 2.12 For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

#### **Notices**

- 2.13 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing
- 2.14 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting

#### **Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.15 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

### **Void Provisions**

- 2.16 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

### **Application of this Agreement**

- 2.17 If RCBC agree pursuant to an application under Section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act the covenants or provisions of this Agreement shall, if RCBC and the Owner agrees, be deemed to bind the varied permission and to apply in equal terms to the new planning permission

### **No Fetter of Discretion**

- 2.18 Save as permitted by law nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of RCBC in their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if RCBC were not a party to this Agreement

### **Effect of any Waiver**

- 2.19 No waiver (whether express or implied) by RCBC of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent RCBC from enforcing any of the said

terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

**General Requirement to Co-operate**

- 2.20 Without prejudice to its statutory duties RCBC and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

**Indexation**

- 2.21 Where payments are identified as being Index Linked in this Agreement then such sums shall be adjusted by applying the All Items Retail Prices Index as published by the Office of National Statistics (or any successor thereof) including any applicable local or regional waiting from date hereof to the date of payment

**Interest**

- 2.22 Where any payment or part payment which the parties hereto are obliged to pay or repay pursuant to the provisions of this Agreement is not paid on the date upon which the obligation to make such a payment falls due then interest at 4% above the base rate of HSBC Bank Plc from time to time calculated on a daily basis shall be added to the outstanding balance of the payment from the date on which the payment or part payment became due until the date of receipt of the payment or part payment

**3 THE OWNER'S PLANNING OBLIGATIONS**

- 3.1 The Owner covenants with RCBC to comply with the obligations contained in Schedule 1

**4 RCBC'S COVENANTS**

- 4.1 RCBC covenant with the Owner to comply with the obligations set out in Schedule 2

**5 COSTS OF THIS AGREEMENT**

- 5.1 Upon completion of this Agreement YPL shall pay to RCBC their reasonable and proper respective legal costs incurred in connection with the preparation, negotiation and completion of this Agreement

## **SCHEDULE 1**

- 1 The Owner covenants with RCBC to observe and perform the following obligations:
  - 1.1 To pay the Training and Development Contribution to RCBC as set out in paragraph 1.2 below to be applied to fund initiatives to support the engagement training and development of those most removed from the labour market to help them secure employment and to fill gaps created locally through the Development
  - 1.2 Fifty Thousand Pounds (£50,000.00) Index Linked payable to RCBC within 28 days of the Commencement of Development and a further Fifty Thousand Pounds (£50,000.00) Index Linked on each anniversary of the Commencement of Development for a period of 9 years (comprising £500,000.00 in total plus indexation)
  - 1.3 To pay the Expressways Contribution of Twenty Four Thousand Pounds (£24,000.00) within 28 days of the Commencement of Development for use by RCBC to provide a two year Expressways course or equivalent course as agreed between RCBC and YPL for young persons to be administered by Redcar & Cleveland College or such other local education establishment as may be agreed between RCBC and YPL

## **SCHEDULE 2**

1. RCBC covenants with the Owner as follows:
  - 1.1 To apply the Education and Training Contribution for the purposes of supporting the engagement training and development of those most removed from the labour market to help them secure employment and to fill gaps created locally through the Development within the Borough of Redcar and Cleveland and for no other purposes whatsoever
  - 1.2 To apply the Expressways Contribution for the provision of a two year Expressways course or equivalent course as agreed between RCBC and YPL for young persons to be administered at Redcar & Cleveland College or other establishment as may be agreed between RCBC and YPL and for no other purposes whatsoever
  - 1.3 To repay to the Owner any unexpended monies paid to the RCBC pursuant to the obligations in Schedule 1 at the expiration of 5 years from the date of payment within two months of the expiry of the aforesaid 5 year period in respect of which period time shall be of the essence
  - 1.4 To provide full and precise details of the expenditure of all monies paid pursuant to each of the obligations in this Agreement to the Owner which details shall be provided to the Owner within 28 days following receipt of a request for the same from the Owner and provided that no more than 4 requests shall be made in any calendar year



IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on  
the date first above written

THE COMMON SEAL OF THE COUNCIL )  
OF THE BOROUGH OF REDCAR AND )  
CLEVELAND was hereunto affixed )

in the presence of: -

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

Authorised Signatory

THE COMMON SEAL OF THE HOMES )  
AND COMMUNITIES AGENCY )  
was hereunto affixed in the presence of: - )

Authorised Signatory [Redacted Signature]

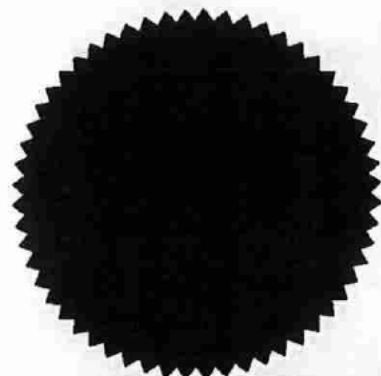
Print Name:

Christine Wilson  
Deputy Head of Legal

SIGNED AS A DEED on behalf of )  
YORK POTASH PROCESSING & PORTS )  
LIMITED by two directors or one director )  
and its company secretary )

Director

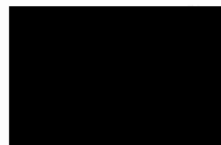
~~Director~~/Secretary



26/7/11



A40288





# **TOWN AND COUNTRY PLANNING ACT 1990**

## **NOTICE OF PLANNING PERMISSION**

Applicant / Agent Name And Address

24 AUG 2015

NATHANIEL LICHFIELD & PARTNERS  
JUSTIN GARTLAND  
5TH FLOOR  
15 ST PAULS STREET  
LEEDS  
LS1 2JG

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**Reference No: R/2014/0627/FFM**

The Council as the Local Planning Authority **HEREBY GRANT PLANNING PERMISSION** for the development proposed by you in your application valid on: **30 September 2014**

**Details:**     **THE WINNING AND WORKING OF POLYHALITE BY UNDERGROUND METHODS INCLUDING THE CONSTRUCTION OF A MINEHEAD AT DOVES NEST FARM INVOLVING ACCESS, MAINTENANCE AND VENTILATION SHAFTS, THE LANDFORMING OF ASSOCIATED SPOIL, CONSTRUCTION OF BUILDINGS, ACCESS ROADS, CAR PARKING AND HELICOPTER LANDING SITE, ATTENUATION PONDS, LANDSCAPING, RESTORATION AND AFTERCARE AND ASSOCIATED WORKS. IN ADDITION, THE CONSTRUCTION OF AN UNDERGROUND TUNNEL BETWEEN DOVES NEST FARM AND LAND AT WILTON THAT LINKS TO THE MINE BELOW, COMPRISING 1 SHAFT AT DOVES NEST FARM, 3 INTERMEDIATE ACCESS SHAFT SITES, EACH WITH ASSOCIATED LANDFORMING OF ASSOCIATED SPOIL, CONSTRUCTION OF BUILDINGS, ACCESS ROADS AND CAR PARKING, LANDSCAPING, RESTORATION AND AFTERCARE, THE CONSTRUCTION OF A TUNNEL PORTAL AT WILTON COMPRISING BUILDINGS, LANDFORMING OF SPOIL AND ASSOCIATED WORKS**

**Location:**     **THE YORK POTASH PROJECT**

**Applicant:**     **YORK POTASH LTD**

Subject to the following conditions:

- 1.     The development shall not be begun later than the expiration of THREE YEARS from the date of this permission.**

**REASON:** Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

DECFFG

2. The development hereby permitted shall be carried out in accordance with the following approved plans: Lockwood Beck: Existing Site Plan 653-LB-AP-0301 rev 0, Existing Site Sections 653-LB-AP-0302 rev 0, Proposed Site Plan 653-LB-AP-0303 rev 1, Proposed Compound Site Plan and Block Plan 653-LB-AP-0304 rev 0, Proposed Site Sections 653-LB-AP-0305 rev 0, Mine Building Proposed Plan, Section and Elevations 653-LB-AP-0306 rev 0, Mining Buildings Proposed Plan, Section and Elevations 653-LB-AP-0307 rev 0, Proposed Hard Landscaping Plans 653-LB-AP-0308 rev 0, Phasing Strategy: Phases 1 - 5 YP-P2-CX-522 rev 1, Phasing Strategy: Phase 6 YP-P2-CX-523 rev 1, Working Plan: GA and Earthworks YP-P2-CX-520 rev 1, Working Plan: GA Drainage YP-P2-CX-524 rev 1, Lockwood Beck Farm Site Plan Existing Utilities and Borehole Locations YP-P2-CX-531 rev 0, Working Plan: Lighting YP-P2-EL-502 rev 0, Lockwood Beck Farm Existing Landscape Features 2322.LB01 rev 04, Lockwood Beck Farm Removal of Existing Vegetation 2322.LB02 rev 04, Lockwood Beck Farm Restoration Proposals – Site Plan 2322.LB03 rev 04, Lockwood Beck Farm Restoration Proposals – Sections 2322.LB04 rev 03, Lockwood Beck Farm Restoration Proposals – Sections 2322.LB05 rev 03, Lockwood Beck Farm Restoration Proposals – Sections 2322.LB06 rev 03, Tocketts Lythe: Existing Site Plan 653-TL-AP-0101 rev 0, Existing Site Sections 653-TL-AP-0102 rev 0, Proposed Site Plan 653-TL-AP-0103 rev 0, Proposed Compound Site Plan and Block Plan 653-TL-AP-0104 rev 0, Proposed Site Sections 653-TL-AP-0105 rev 0, Mine Building Proposed Plan, Section and Elevations 653-TL-AP-0106 rev 0, Mine Building Proposed Plan, Section and Elevations 653-TL-AP-0107 rev 0, Proposed Hard Landscaping Plans 653-TL-AP-0108 rev 0, Phasing Strategy: Phases 1 - 5 YP-P2-CX-512 rev 1, Phasing Strategy: Phase 6 YP-P2-CX-513 rev 1, Working Plan: GA and Earthworks YP-P2-CX-515 rev 0, Working Plan: GA Drainage YP-P2-CX-518 rev 0, Tocketts Lythe Site Plan – Existing Utilities and Borehole Locations YP-P2-CX-530 rev 0, Working Plan: Lighting YP-P2-EL-501 rev 0, Tocketts Lythe Existing Landscape Features 2322.TL01 rev 02, Tocketts Lythe Removal of Existing Vegetation 2322.TL02 rev 03, Tocketts Lythe Restoration Proposals – Site Plan 2322.TL03 rev 01, Tocketts Lythe Restoration Proposals – Sections 2322.TL04 rev 01, Wilton Portal: Wilton Portal Proposed Site and Block Plan 653-MHF-AP-0407 rev 0, Portal & Canopy Section and Elevations 653-MHF-AP-0410 rev 0, Conveyor Drives & Take up Section and Elevations 653-MHF-AP-0411 rev 0, Emergency ROM Store Section and Elevations 653-MHF-AP-0412 rev 0, Workshop Section and Elevations 653-MHF-AP-0422 rev 0, Loco Shed Section and Elevations 653-MHF-AP-0424 rev 0, Portal Head House Section and Elevations 653-MHF-AP-0425 rev 0, Portal & Canopy Section and Elevations Colour 653-MHF-AP-0430 rev 0, Conveyor Drives & Take up Section and Elevations Colour 653-MHF-AP-0431 rev 0, Emergency ROM Store Section and Elevations Colour 653-MHF-AP-0432 rev 0, Workshop Section and Elevations Colour 653-MHF-AP-0442 rev 0, Loco Shed Section and Elevations Colour 653-MHF-AP-0444 rev 0, Portal Head House Section and Elevations Colour 653-MHF-AP-0445 rev 0, Wilton Portal Existing Landscape Features 2322.WIL01 rev 2, Wilton Portal Removal of Existing Vegetation 2322.WIL02 rev 2, Wilton Portal Landscape Proposals 2322.WIL03 rev 2, Mine Sub-Surface Structures 1000-ENV-DFS-DWG- 005 Rev 2, Wilton Tunnel Portal Space-proofing GA Temporary Case Stage 1 & 2 Sections 25900-MTS-S00-2210-11110 Rev 0, Wilton Tunnel Portal Space-proofing GA Temporary Case Plan and Longitudinal Section 25900-MTS-S00-2250-11100 Rev 0, Wilton Tunnel Portal Space-proofing GA Permanent Case Sections 25900-MTS-S00- 2250-22000 Rev 0, Wilton Tunnel Construction

Sequence sheet 1 of 2 Sequencing of TBM Launch Chamber 25900-MTS-S00-2250-22111 Rev 0, Wilton Tunnel Construction Sequence sheet 2 of 2 Sequencing of Typical Through and Tunnel Sections 25900-MTS-S00-2250-22112 Rev 0, Wilton Portal - General arrangement sheet 1 of 3 - Concrete outline 25900-MTS-S00-2250-22101 Rev 0, Wilton Portal - General arrangement - sheet 2 of 3 - Concrete outline 25900-MTS-S00-2250-22102 Rev 0, Wilton Portal - General arrangement - sheet 3 of 3 Concrete outline 25900-MTS-S00-2250-22103 Rev 0 and Site Location Plan YP-P2-CX-550 Issue 1.

**REASON:** To accord with the terms of the planning application.

3. Prior to the commencement of development, details shall be submitted to and agreed in writing by the Local Planning Authority, of proposals to provide contractors car parking and material storage within the site. The details approved shall be retained for use until completion of the development unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

4. Prior to the commencement of development a construction traffic management plan shall be submitted to the Local Planning Authority for approval in writing. The approved plan shall be implemented in its entirety unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

5. Prior to the commencement of the use a travel plan for the construction phase shall be submitted to the Local Planning Authority for approval in writing. The approved scheme shall be implemented in its entirety unless first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of highway safety to be agreed before this project commences.

6. Notwithstanding the landscaping details submitted a landscaping scheme shall be submitted to, and approved in writing by, the Local Planning Authority within the period of six months after the commencement of development. The details shall include a phasing plan, size, type and species of plant and indicate the proposed layout and surfacing of all open areas. A programme of work shall also be submitted and implemented in accordance with the approved details.

**REASON:** To ensure that the landscape impacts are mitigated from the outset of the project.

7. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in accordance with an approved phasing plan or the completion of the development, whichever is sooner, and any trees or plants which within a period of ten years from the completion of the development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and

species unless the Local Planning Authority gives written consent to any variation.

**REASON:** To ensure the satisfactory implementation of the approved scheme in the interests of the visual amenities of the locality.

8. Prior to the commencement of development a phasing plan shall be submitted to the local planning authority setting out the proposed sequence of development and any associated temporary operations.

**REASON:** Required in the interests of amenity and the operation of the highway at the outset of the project.

9. Prior to the commencement of development, a Construction Environmental Management Plan (CEMP) shall be submitted to the Local Planning Authority for approval in writing. The CEMP shall include details of: a. the size, location and design of any site compounds, including how any potentially polluting materials will be stored to minimise the risk of pollution; b. all fuel/oil which shall be stored in proprietary tanks with integral bunding with a capacity equal to not less than 110% of the capacity of the tank. Such tanks shall be located on a bunded, impervious hardstanding with a capacity of not less than 110% of the largest tank or largest combined volume of connected tanks; c. all replenishment of tanks and containers and all refuelling of vehicles, plant and equipment which shall take place within that bunded, impervious hardstanding; d. a protocol to deal with any pollution that may occur during the course of construction e.g. provision of spill kits close to storage areas/compounds. This shall include training staff on their correct use; e. a protocol to deal with contaminated ground, should this be encountered, to ensure protection of water resources, e.g. appropriate sampling, laboratory testing and risk assessment; f. plant and wheel washing, which is to be carried out in a designated area of hard standing at least 10 metres from any watercourse or surface water drain; g. run-off from plant, wheel and boot washing collected in a sump, with settled solids removed regularly and water recycled and reused where possible; h. a strategy for recycling/disposing of waste; i. dust suppression and mitigation measures set out in the air quality assessment, submitted as part of the Environmental Impact Assessment shall be implemented for the period of construction. j. the process for dissemination of the approved CEMP requirements to all relevant staff/contractors throughout the construction period. k. the location of the site notice board, which shall show: i. a representative of the operators who would be available to deal promptly with any complaints; ii. the telephone number of the Minerals Planning Authority in respect of any queries regarding l. parking, loading, unloading, security and lighting during construction, to include: • the parking of vehicles of site operatives and visitors clear of the highway • loading and unloading of plant and materials storage of plant and materials used in constructing the Development • erection and maintenance of security fencing • a scheme for recycling/disposing of waste resulting from demolition and construction works • the use of lighting such that the safety of highways users is not affected; m. a protocol for prior notification of nearby occupiers of any blasting and/or piling operations. Development shall be carried out in accordance with the measures set out in the approved CEMP unless otherwise agreed in writing with the Local Planning Authority.



**REASON:** In the interest of public amenity, highway safety, to reduce the risk of pollution to ground and surface water it is required at the outset of the project.

10. Construction shall be conducted in accordance with the current edition of BS 5228 Noise and Vibration Control on Construction and Open Sites or subsequent revisions.

**REASON:** To ensure the development does not result in adverse impact on neighbour amenity through the generation of noise, to protect the amenities of occupiers of any nearby properties from noise and to minimise the risk of vibration damage to neighbouring buildings.

11. Day time (07:00 – 23:00) and night time (23:00 – 07:00) operational noise levels from the site shall not exceed the background noise level when measured at the boundary of the residential properties defined as 77 Broadway West, Dormanstown; Foxrush Farm; Manor Farm and Marsh Farm House.

**REASON:** In the interests of amenity.

12. Prior to the commencement of any work requiring demolition, a Management Plan detailing the process for asbestos identification, management and/or safe certified removal, depending on the nature, type and condition of the asbestos containing materials (ACMs) on the site will be submitted to Local Planning Authority for approval in writing. The approved details shall be implemented in their entirety.

**REASON:** To ensure that all licensed and notifiable non-licensed work with asbestos is carried out with the appropriate controls and training in place, and in order to prevent contamination of the site, surrounding highways and to prevent harm to surrounding residents, receptors and future site users.

13. Decommissioning of the MTS tunnel, the intermediate shaft sites and the MTS portal at Wilton shall commence within 2 years of cessation of mineral working in accordance with details that have first been submitted and approved in writing by the Local Planning Authority. The details shall include both a phasing and timing plan. Decommissioning shall be undertaken in accordance with the approved details unless otherwise first agreed in writing with the Local Planning Authority.

**REASON:** In the interests of visual amenity.

14. Prior to the commencement of development at Tocketts Lythe, Lockwood Beck or Wilton Portal, a Written Scheme of Archaeological Investigation (WSI) shall be submitted to the Local Planning Authority for approval in writing. The WSI shall be implemented in accordance with the approved details.

**REASON:** Required in the interest of the protection of the historic environment at the outset of the project.



15. Notwithstanding the details submitted prior to the construction of any buildings or other structures details of external materials including samples shall be submitted to the Local Planning Authority for approval in writing. The development shall not be carried out except in accordance with the approved materials.

**REASON:** To ensure the use of satisfactory external cladding materials and an acceptable form of external treatment.

16. No development at Tocketts Lythe, Lockwood Beck or Wilton Portal shall take place until a surface water drainage scheme for that site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off rates from the impermeable areas of the site during and following construction are limited to greenfield rates. The scheme shall be implemented in accordance with the approved details and thereafter be maintained.

**REASON:** Required to prevent the increased risk of flooding, both on and off site from the outset of the project.

17. The development permitted by this planning permission shall only be carried out in accordance with the mitigation measures detailed within the approved Flood Risk Assessment (FRA). The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

**REASON:** To reduce the risk of flooding to the proposed development and future occupants.

18. A lighting plan for both the construction and operational phases of the project shall be submitted to the Local Planning Authority for approval in writing prior to the installation of any lighting at any of the sites. The plan shall be implemented in accordance with the approved scheme unless otherwise agreed with the local planning authority.

**REASON:** To ensure the satisfactory implementation of the approved scheme in the interests of any birds and bats within the area.

19. Prior to commencement of development written details of vegetation to be retained, established and created and the provision of bird and bat boxes to be installed shall be submitted to the Local Planning Authority for approval in writing. The approved details shall be implemented prior to the completion of the development and thereafter maintained.

**REASON:** Required from the outset in the interests of habitat protection and enhancement.

20. Prior to commencement of development at Wilton Portal, Lockwood Beck and Tocketts Lythe a revised Hydro-geological Risk Assessment informed by the most up-to-date monitoring, shall be submitted to the Local Planning Authority for approval in writing.

**REASON:** To protect water resources receptors from the outset of the project.

21. Following approval of the Revised Hydro-geological Risk Assessment but prior to the commencement of development at Wilton, Lockwood Beck and Tocketts Lythe a Construction and Operation Phase Ground and Surface Water Monitoring Scheme shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall include:-

- Groundwater quality and level triggers;
- Surface water quality triggers;
- Details of the number, type and location of monitoring points;
- A protocol for the removal and replacement of any existing monitoring points;
- Details of the frequency with which monitoring points will be monitored during construction and operation;
- A list of the ground and surface water determinands to be tested for;
- Monitoring of groundwater levels and spring flows;
- Details of the method and frequency with which monitoring results will be shared with the Local Planning Authority and the Environment Agency.

The approved scheme shall thereafter be implemented in full, with monitoring continuing in accordance with the approved scheme until such time that it is agreed in writing with the Local Planning Authority that monitoring may cease.

**REASON:** To protect water resources receptors.

22. No development work that may impact on water resources receptors shall commence at Wilton, Lockwood Beck and Tocketts Lythe until a Remedial Action Plan, setting out the remedial actions to be taken in the event that any monitoring triggers are exceeded, shall be submitted to and approved in writing by the Local Planning Authority.

This Remedial Action Plan should include:

- A procedure for investigating and escalating a trigger value breach, and for informing the appropriate regulator (the Environment Agency)
- A list of individuals (and their contact details) who are responsible for identifying and investigating a trigger value breach;
- A list of individuals and organisations to be informed in the event of a breach or a confirmed departure from the established baseline;
- Actions to protect the environment in the event of a suspected or confirmed environmental incident or departure from the established baseline (these may be specific to certain construction / operational

activities or receptors, but should include the possibility of stopping relevant works while the breach is investigated).

**REASON:** To provide a robust methodology for minimising potential harm to water resources receptors.

23. Should any monitoring result exceed those triggers set out in the approved Construction and Operation Phase Ground and Surface Water Monitoring Scheme, the Local Planning Authority, the Environment Agency and Natural England shall be informed as soon as practicable, and the approved Remedial Action Plan shall thereafter be implemented as soon as practicable.

**REASON:** To protect the water environment and reduce the risk of pollution to ground and surface waters.

24. York Potash Harbour Facilities ES Appendix 12.3 Harbour Facilities Framework Construction Traffic Management Plan (Rev 1) including annexes 1-7 and Figures must be implemented.

**REASON:** To ensure that the A174 and A1053 Trunk Roads continue to serve their purpose as part of a national system of routes for through traffic in accordance with Section 10(2) of the Highways Act 1980 by minimizing disruption on the trunk road network and in the interests of road safety during the construction period.

25. Notwithstanding the information submitted detailed plans shall be submitted for ecological mitigation and enhancement for each of the sites (and shall include a phasing plan) to the Local Planning Authority for approval in writing prior to the removal of any vegetation at the sites. The approved scheme shall be implemented unless otherwise first agreed in writing with the Local Planning Authority.

**REASON:** Required in the interests of biodiversity prior to the removal of any vegetation.

26. Prior to its construction details of the temporary bridge proposed over Lockwood Beck shall be submitted to the Local Planning Authority for approval in writing. The approved scheme shall be implemented in its entirety and thereafter be maintained.

**REASON:** In the interests of the appearance of the site.

27. Prior to the commencement of construction at the Lockwood Beck site, a pre-construction otter survey of the whole site shall be conducted by a suitably qualified and experienced ecologist. Should evidence of otter activity be found, adequate mitigation proposals must then be submitted to, and approved in writing by the Local Planning Authority. Development shall then proceed only in strict accordance with these proposals, and any timing/phasing contained therein.

**REASON:** In order to ensure the protection of otter from the outset of the project and throughout the development.

28. In the event that contamination is found at any time when carrying out the approved development that was not previously identified 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 and submitted to the Local Planning Authority for approval in writing. The approved remediation shall be implemented in its entirety. Following completion of measures identified in the approved remediation scheme a verification report must be prepared and submitted to the Local Planning Authority for approval in writing. Following completion of the development a report must be submitted confirming that unexpected contamination was not encountered during the development.

**REASON:** In the interests of environmental protection.

29. A minimum of 10% of the sites energy requirements shall be provided by embedded renewable energy and/or sourced from renewable resources, unless otherwise first agreed in writing with the Local Planning Authority.

**REASON:** In the interests of sustainability.

30. **MTS CONDITION (WILTON):** Following the approval of the Revised Hydro-Geological Risk Assessment but prior to the commencement of development a Groundwater Management Scheme (covering construction, operation and post-operation phases), shall be submitted to and approved in writing by the Local Planning Authority. The Scheme shall include technical drawings and detailed designs of the proposed mitigation measures outlined in the Environmental Statement. Development shall thereafter proceed only in strict accordance with the approved Scheme and a timetable to be included within it.

**REASON:** To protect the water environment and reduce the risk of pollution to ground and surface waters. To ensure that any necessary groundwater management measures remain operational even after the mine has ceased operating and surface infrastructure has been removed.

31. **(LOCKWOOD BECK AND TOCKETTS LYTHER):** Following the approval of the Revised Hydro-Geological Risk Assessment but prior to the commencement of development a Groundwater Management Scheme (covering construction, operation and post-operation phases), shall be submitted to and approved in writing by the Local Planning Authority. The Scheme shall include technical drawings detailing the conceptualised hydrogeology with the final detailed designs of the proposed mitigation measures outlined in the Environmental Statement. Development shall thereafter proceed only in strict accordance with the approved Scheme and a timetable to be included within it.

**REASON:** To ensure that any monitoring, undertaken since the submission of the planning application, fully informs the production of the Groundwater Management Scheme. To protect the water environment and reduce the risk of pollution to ground and surface waters. To ensure that any necessary groundwater management measures remain operational even after the mine has ceased operating and surface infrastructure has been removed.



32. **(LOCKWOOD BECK):** No development shall take place until a Surface Water Management Scheme based on sustainable drainage principles (described in Section 6 and outlined in Appendix A of the FRA) and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall demonstrate that surface water run-off generated up to and including the 1 in 100 critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The Scheme shall include: a) Confirmation that the drainage scheme is to be built first to help minimise run-off from bare ground and to reduce any possible siltation of watercourses. It must also be in accordance with Part 3, Chapter 15, Appendix 15.10 of the MTS Surface Water Drainage, Basis of Concept Design. b) Surface water discharge rates from the impermeable areas of the site are to be limited to greenfield Qbar flows as calculated in Section 6 of the submitted Baseline Hydrological Assessment. c) During the Construction phase flows shall be attenuated up to and including the 1 in 20 event. d) Any landscaped areas that are draining to a swale must do so upstream of a check dam. e) During the Operational phase the SuDS attenuation features will remain the same size as during the construction phase. Due to the decrease in impermeable area these features must then attenuate flows up to and including the 1 in 100 event plus climate change event. Flow rates will still be restricted to greenfield Qbar flows during this time. f) Details of how the surface water drainage system will be maintained and managed throughout the lifetime of the development, including the construction phase. This must include details of maintenance to deal with any siltation of the attenuation storage basins and any resultant loss of capacity; g. A timetable for the implementation of the Surface Water Management Scheme, including during the construction phase. This is to include details regarding the phasing of the construction works demonstrating that the storage available during construction is maximised (i.e. that the period of time that only the minimum 1 in 20 standard of protection is kept to the shortest possible). Development shall thereafter proceed only in strict accordance with the approved Surface Water Management Scheme and the timetable included within it. Once implemented, the Surface Water Management Scheme shall be retained and maintained throughout the lifetime of the development such that it continues to function in the manner intended.

**REASON:** To ensure a satisfactory means of surface water management and to reduce the risk of flooding from the outset of the project.

33. **(TOCKETTS LYTHER):** No development shall take place until a Surface Water Management Scheme based on sustainable drainage principles (described in Section 6 and outlined in Appendix A of the FRA) and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The Scheme shall demonstrate that surface water run-off generated up to and including the 1 in 100 critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event.

The Scheme shall include:

- a) Confirmation that the drainage scheme is to be built first to help minimise run-off from bare ground and to reduce any possible siltation of

watercourses. It must also be in accordance with Part 3, Chapter 15, Appendix 15.10 of the MTS Surface Water Drainage, Basis of Concept Design. b) Surface water discharge rates from the impermeable areas of the site are to be limited to greenfield Qbar flows as calculated in Section 6 of the submitted Baseline Hydrological Assessment. c) During the Construction phase flows shall be attenuated up to and including the 1 in 20 event. d) Any landscaped areas that are draining to a swale must do so upstream of a check dam. e) During the Operational phase the SuDS attenuation features will remain the same size as during the construction phase. Due to the decrease in impermeable area these features must then attenuate flows up to and including the 1 in 100 event plus climate change event. Flow rates will still be restricted to greenfield Qbar flows during this time. f) Details of how the surface water drainage system will be maintained and managed throughout the lifetime of the development, including the construction phase. This must include details of maintenance to deal with any siltation of the attenuation storage basins and any resultant loss of capacity; g. A timetable for the implementation of the Surface Water Management Scheme, including during the construction phase. This is to include details regarding the phasing of the construction works demonstrating that the storage available during construction is maximised (i.e. that the period of time that only the minimum 1 in 20 standard of protection is kept to the shortest possible). Development shall thereafter proceed only in strict accordance with the approved Surface Water Management Scheme and the timetable included within it. Once implemented, the Surface Water Management Scheme shall be retained and maintained throughout the lifetime of the development such that it continues to function in the manner intended.

**REASON:** To ensure a satisfactory means of surface water management and to reduce the risk of flooding from the outset of the project.

34. Any vegetation clearance on site should avoid the bird breeding season (March to August inclusive), unless a checking survey by an appropriately qualified ecologist has confirmed that no active nests are present immediately prior to works.

**REASON:** In the interests of the protection of breeding birds.

35. The permission hereby granted authorizes the winning and working of the Polyhalite form of potash mineral and trace minerals intermingled with the Polyhalite only, the construction of the mine and ancillary development at Dove's Nest Farm and the construction of the Mineral Transport System and Intermediate Shafts. The winning and working of minerals shall cease after the expiry of a period of 103 years from the date of this permission.

**REASON:** To comply with the requirements of Schedule 5 to the Town and Country Planning Act 1990 and to accord with RCBC Core Policy CS1 and Minerals and Waste Core Strategy Policy MWC1.

**STATEMENT OF CO-OPERATIVE WORKING:** The Local Planning Authority considers that the application as originally submitted required to be supported by additional information. Following correspondence and discussions with the applicant / agent satisfactory additional details have been received.



**INFORMATIVES:**

1. Any new outfall structures discharging surface water into the Ordinary Watercourses will need prior consent from the Lead Local Flood Authority consent.
2. Construction Environment Management Plans should include measures consistent with the following guidance: a) Environment Agency Pollution Prevention Guideline 1: General Guide to the Prevention of Pollution; b) Environment Agency Pollution Prevention Guideline 5: Works and Maintenance in or near water; c) Environment Agency Pollution Prevention Guideline 6: Working at Construction and Demolition Sites; d) Ciria C532 Control of Water Pollution from Construction Sites – A Guide to Good Practice (2001); e) Ciria C692 Environmental Good Practice on Site (third edition).
3. Prior consent from the LLFA will also be required for the element of work described in 6.2.2 (Haul Road Crossing for Lockwood Beck). This must be designed to ensure that it will not exacerbate current potential flooding conditions in Lockwood Beck and take into account the residual risk of reservoir flooding.
4. The applicant / developer should refer to the informatives and advice contained in the correspondence submitted by the Environment Agency.



Signed:

Paul Campbell  
Assistant Director, Economic Growth

Date: 19 August 2015

**YOUR ATTENTION IS DRAWN TO INFORMATIVE NOTES BELOW:****INFORMATIVE NOTE:**

The conditions above should be read carefully and it is your (or any subsequent developers) responsibility to ensure that the terms of all conditions are met in full at the appropriate time (as outlined in the specific condition).

Please note that in order to discharge any conditions, a fee is payable in respect to this.

Failure on the part of the developer to fully meet the terms of any conditions which require the submission of details prior to the commencement of development will result in the development being considered unlawful and may render you liable to formal enforcement action.

Failure on the part of the developer to observe the requirements of any other conditions could result in the Council pursuing formal action in the form of a Breach of Condition notice.

DECFFG

**APPROVAL INFORMATIVE:**

This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation.

Consent under the current Building Regulations may also be required for the development before work can commence.

**County of Cleveland Act, 1987 – Facilities for Fire Fighting**

Section 5 of this Act requires that, where building regulation plans for the erection or extension of a building are deposited with the Council, the Council must reject the plans if it is not satisfied:

- That there will be adequate means of access for the Fire Brigade
- That the building or extension will not make means of access for the Fire Brigade to any neighbouring building inadequate
- If the building could be used for commercial or industrial purposes, that there is provision for installation of fire hydrants or other provision for an adequate supply of water for firefighting purposes.

**Appeals to the Secretary of State**

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within **six months** of the date of this notice (8 weeks in the case of any advertisement) using a form which you can get from the Secretary of State at **Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, (Tel: 0303 444 5000)** or online at [www.planningportal.gov.uk/pes](http://www.planningportal.gov.uk/pes). The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have it granted without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. In practice, the Planning Inspectorate does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

**Purchase Notices**

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In the circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

**Compensation**

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Planning Inspectorate on appeal or on reference of the application to them. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

**The Highways Act 1980 (Sections 131, 133 and 171)**

Prior to commencing work on any development which entails interference with an adopted Highway a developer/contractor is required to obtain the consent from Engineering of the Regeneration

Department. Such consent will not unreasonably be withheld but will be conditional upon obtaining a "Road Opening And Reinstatement" Consent and signing an "Undertaking To Pay For Works".

**The Building Act 1984 (Section 80)**

Prior to commencing work on any development which entails the demolition of part, or all of a building a developer or contractor is required to obtain the consent from the Engineering Team of the Regeneration Directorate. Consent will be conditional on the Local Authority receiving the appropriate forms.

Redcar & Cleveland Borough Council  
Regeneration Services Directorate  
Development Management  
PO Box 83, Redcar & Cleveland House  
Kirkleatham Street, Redcar  
Redcar & Cleveland TS10 1RT



**this is  
Redcar & Cleveland**

**Notification of Commencement of Development**

**Please complete the following:**

<b>Planning Application Reference:</b>	R/2014/10627/PPM
<b>Address of Works:</b>	THE YORK POTASH PROJECT

**I confirm that the above development will begin on site on: .....**

**and end approximately on: .....**

<b>Name (Please Print)</b>			
<b>Signed:</b>		<b>Date:</b>	
<b>Contact Tel No:</b>			
<b>Email:</b>			

**SUBMISSION OF THIS NOTICE WILL ALLOW US TO HELP YOU BY MONITORING YOUR DEVELOPMENT EFFECTIVELY.  
PLEASE RETURN IT AT LEAST TWO WEEKS BEFORE WORK BEGINS ON SITE TO:**

Compliance Officer  
Redcar & Cleveland Borough Council  
Development Management Section  
PO Box 83  
Redcar and Cleveland House  
Kirkleatham Street  
Redcar TS10 1RT  
Email: [planning\\_admin@redcar-cleveland.gov.uk](mailto:planning_admin@redcar-cleveland.gov.uk)

**Important Information**

There may be a number of conditions attached to your planning permission. Please read this carefully and note those details which require the approval of Redcar and Cleveland Borough Council before your development begins on site. It is particularly important that these conditions are fully complied with as failure to do so may have the effect of invalidating your planning permission and the approval of a further planning application would then be necessary in order for you to proceed with the development. Please note that with effect from 1 April 2009 Redcar and Cleveland introduced charges for the discharge of conditions relating to a planning application, in line with current government legislation.

The fee for discharging conditions attached to a planning application relating to an extension or alteration to a dwellinghouse, or other development within the curtilage of a dwellinghouse (i.e. householder planning application), is **£28.00**. For all other planning applications, the fee payable will be **£97.00** per request. It should be noted that any number of conditions, relating to the same planning application, can be discharged at one time and therefore will only incur the one applicable fee. If conditions are discharged individually, a fee will be payable for each request made. Requests to discharge conditions can be made in writing, or on the appropriate 1 APP form, and sent with supporting plans/information to the Compliance Officer at the address above.

Once the development has commenced the Compliance Officer may inspect the site to ensure that the requirements of all conditions are fully met and that your approved plans are being precisely followed. In the event of any non-compliance Redcar and Cleveland Borough Council will consider the taking of enforcement action to remedy the situation.

**THANK YOU FOR YOUR CO-OPERATION**

**DATED** 19<sup>th</sup> August **2015**

**THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND (1)**

**and**

**THE HOMES AND COMMUNITIES AGENCY (2)**

**and**

**YORK POTASH PROCESSING & PORTS LIMITED (3)**

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**PLANNING AGREEMENT**

**Pursuant to Section 106 Town and Country Planning Act 1990  
relating to land at Wilton, Redcar  
Planning Application reference: R/2014/0627/FFM (Mine/MTS)**

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**MARRONS  
SHAKESPEARES**

**Marrons Shakespeares  
Solicitors  
1 Meridian South  
Meridian Business Park  
Leicester  
LE19 1WY  
Telephone: 0116 289 2200  
File Ref: MET 902946.2**

THIS AGREEMENT is made the 19<sup>th</sup> day of August Two  
Thousand and Fifteen

**BETWEEN:**

1. **THE COUNCIL OF THE BOROUGH OF REDCAR AND CLEVELAND** Redcar and Cleveland House, Kirkleatham Street, Redcar, Yorkshire TS10 1RT ("RCBC"); and
2. **THE HOMES AND COMMUNITIES AGENCY** care of Legal Services Arpley House 110 Birchwood Boulevard Warrington WA3 7QH ("the Owner"); and
3. **YORK POTASH PROCESSING AND PORTS LIMITED** (Company Registration Number 08270855) whose registered office is situate at 3rd Floor Greener House, 66-68 Haymarket, London, SW1Y 4RF ("YPL")

**RECITALS:**

- A. RCBC is a local planning authority for the purposes of Section 106 of the 1990 Act
- B. The Owner is the registered proprietors of the freehold interest in the Obligation Land
- C. YPL has an option to purchase the Obligation Land
- D. The parties hereto have entered into this Agreement so that in the event of the NYMNPA and RCBC issuing the Planning Permissions pursuant to the Application and the Development proceeds the Development will be regulated as hereinafter provided

**OPERATIVE PROVISIONS:**

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions shall have the following meanings:

"1990 Act"


the Town & Country Planning Act 1990

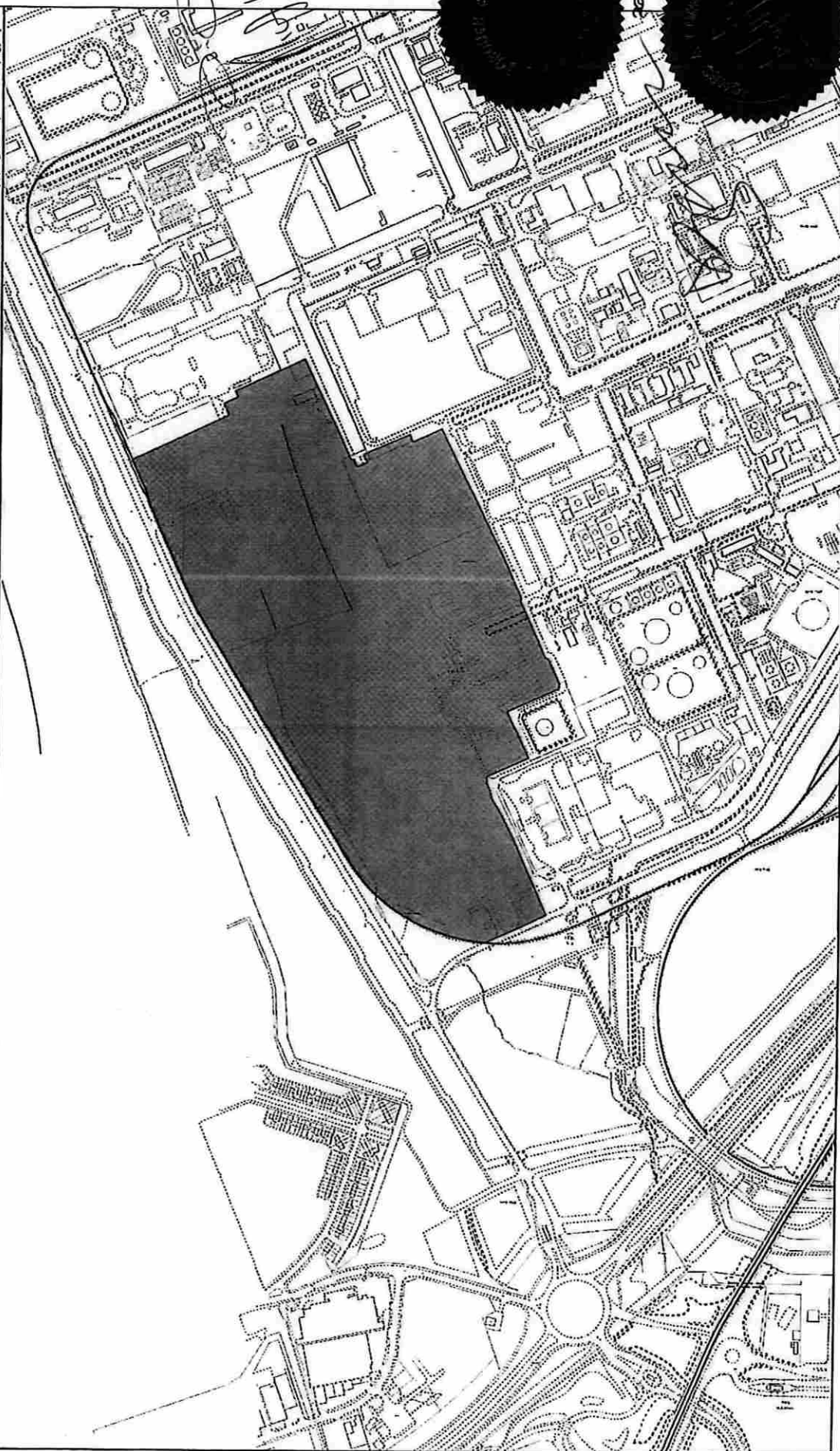


"Action Plan"	the Action Plan set out in section 5 of the York Potash Skill Strategy – Growing a local workforce
"Application"	<p>the application submitted to the NYMNP and RCBC allocated reference numbers NYM/2014/0676/MEIA and R/2014/0627/FFM respectively applying for the winning and working of polyhalite by underground methods including the construction of a minehead at Dove's Nest Farm involving access, maintenance and ventilation shafts, the landforming of associated spoil, the construction of buildings, access roads, car parking and helicopter landing site, attenuation ponds, landscaping, restoration and aftercare and associated works. In addition, the construction of an underground tunnel between Doves Nest Farm and land at Wilton that links to the mine below ground, comprising 1 no. shaft at Doves Nest Farm, 3 no. intermediate access shaft sites, each with associated landforming of associated spoil, the construction of buildings, access roads and car parking, landscaping, restoration and aftercare, and the construction of a tunnel portal at Wilton comprising buildings, landforming of spoil and associated works</p>
"Commencement of Construction"	<p>the earliest date on which any of the material operations (as defined by Section 56(4) of the 1990 Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Construction</p> <ol style="list-style-type: none"> <li>i. trial holes or other operations to establish the ground conditions, site survey work, or works of remediation</li> <li>ii archaeological investigations</li> <li>iii any works of demolition or site clearance</li> <li>iv any structural planting or landscaping works</li> <li>v. ecological or nature conservation works associated with the Development</li> <li>vi. construction of boundary fencing or hoardings</li> <li>vii. construction of access or highway works (including drainage and media)</li> <li>viii. any other preparatory works agreed in writing with the Relevant Authorities</li> </ol> <p>and Commence and Commenced shall be construed</p>

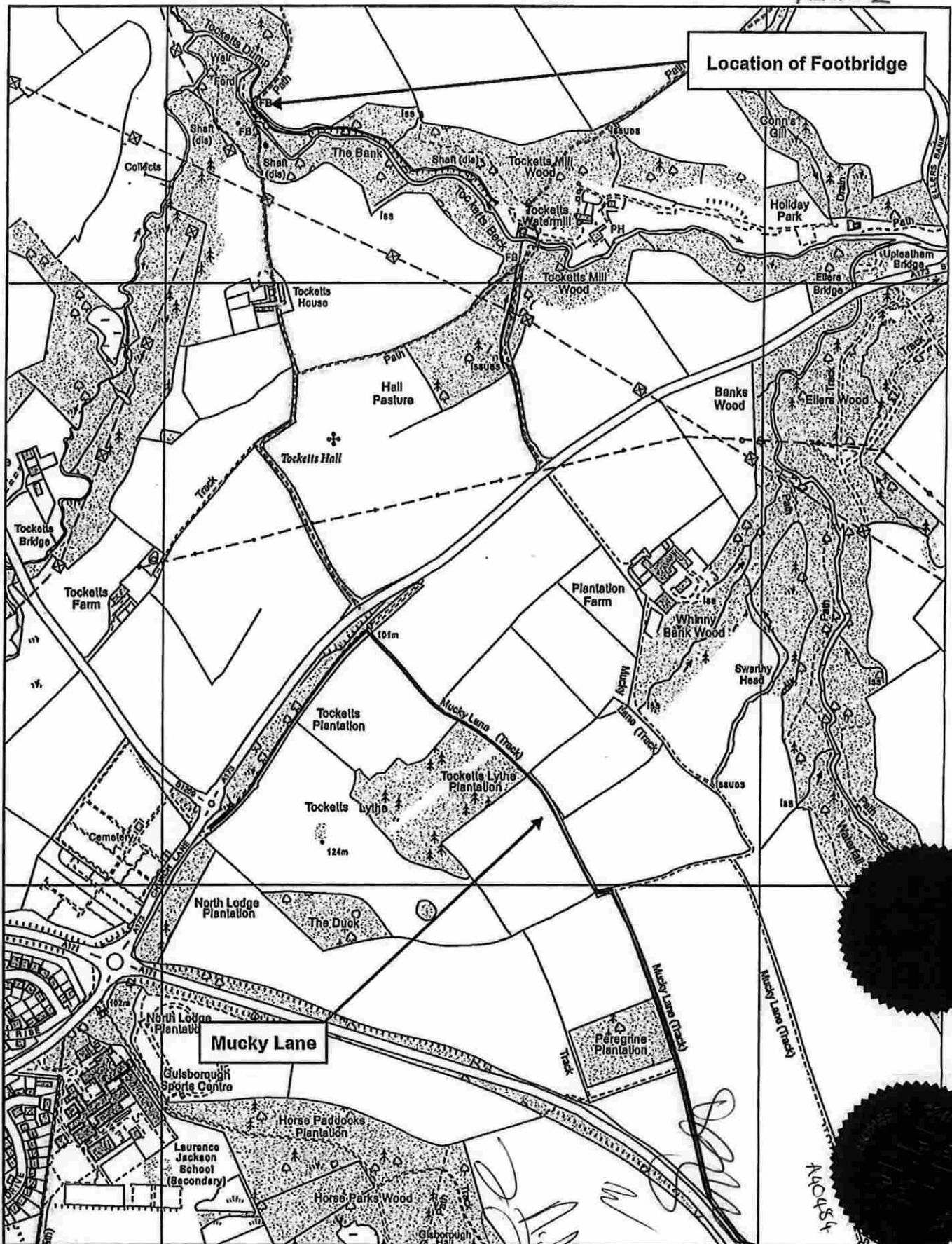
	accordingly
"Construction Period"	the period of 5 years from the Commencement of Construction
"County Council"	North Yorkshire County Council
"Development"	the development described in the Application and to be carried out pursuant to the Planning Permissions
"Index Linked"	means adjusted in accordance with clause 2.21
"Intermediate Shaft Sites"	means the sites upon which intermediate shafts are to be situate at Lockwood Beck and Tocketts Lythe
"Mine"	the mine which is to be developed as part of the Development
"Mucky Lane Improvement Contribution"	the sum payable pursuant to paragraph 1.6 of Schedule 1
"NYBEP Contribution"	the sum payable pursuant to paragraph 1.2 of Schedule 1
"NYMNPA"	North York Moors National Park Authority
"Obligation Land"	the land shown coloured blue on Plan 1 registered at the Land Registry under title numbers CE216413 and CE169990
"Plan 1"	the plan attached hereto and marked as such
"Plan 2"	the plan attached hereto and marked as such
"Planning Permissions"	the planning permissions granted by NYMNPA and the Borough Council pursuant to the Application
"RCBC Workshop and Coaching Contribution"	the sum payable pursuant to paragraph 1.4 of Schedule 1
"RCBC Local Opportunities Contribution"	the sum payable pursuant to paragraphs 1.3 of Schedule 1
"RCBC Marketing Contribution"	the sum payable pursuant to paragraph 1.5 of Schedule 1
"RCBC STEM Contribution"	the sum payable pursuant to paragraph 1.1 of Schedule 1
"the Tees Valley"	the local authority areas of Darlington Borough Council, Hartlepool Borough Council, Middlesbrough Borough Council, Redcar and Cleveland Borough Council and Stockton on Tees Borough Council

Notes:

 Dun, 14th Road, Perth, P12 7JF Tel: 01738 621121 Fax: 01738 630901 Email: info@bell-ingham.co.uk Reproduced from Ordnance Survey digital map data © Crown copyright 2015. All rights reserved. Licence number 600001693	Cent York Polish Ltd Job 926 Willon Works	Section 106 Plan (Mine/ MTS)	Scale at A3: 1:5,000	Plan No: YS13S-0103M-VV-L1 Rev 0
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PLAN 2



Location of Footbridge

Mucky Lane



# Mucky Lane & Tocketts



Date: 28/04/2015 Drawn by: IT  
 Scale = 1:8,000 DWG No: N/A  
 Contains Ordnance Survey data © Crown Copyright and  
 database rights 2013 (100019983)

28/04/2015

28/04/2015

28/04/2015

"the Website" means <http://www.yorkpotash.co.uk> or any successor website

"York Potash Undergraduate Programme" means the programme set out in the Skills Strategy submitted in support of the Application

1.2 The expressions "RCBC" and "the Owner" shall where the context so admits include its respective successors and assigns and in the case of the RCBC the successors to their statutory functions

1.3 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

1.4 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.5 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

1.6 Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement

## **2 GENERAL PROVISIONS**

### **Statutory Authority**

2.1 The obligations in this Agreement are planning obligations and are made pursuant to S106 of the 1990 Act

2.2 All obligations are also entered into pursuant to Section 1 of the Localism Act 2011 and Section 111 of the Local Government Act 1972

2.3 The obligations in Schedule 1 of this agreement bind the Obligation Land and are enforceable by RCBC



### **Liability**

- 2.4 The parties hereto agree that no person shall be liable for breach or non-performance of any covenant contained in this Agreement after he shall have parted with all interest in the Obligation Land or the part of it in respect of which such breach or non-performance occurs but without prejudice to liability for any subsisting breach prior to parting with such interest
- 2.5 YPL has the benefit of option agreements dated 1 March 2013 and 2 October 2014 to purchase the Obligation Land and signifies its consent to the Obligation Land being bound by the terms of this Agreement and for the avoidance of doubt YPL shall not be liable in respect of any obligations made on behalf of the Owner herein unless and until it takes possession of all or part of the Obligation Land
- 2.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Obligation Land in accordance with a planning permission (other than the Planning Permissions as defined herein or any renewal thereof or any reserved matters approval with respect thereto) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

### **Contingencies**

- 2.7 The planning obligations contained in clause 3 and Schedule 1 to this Agreement shall take effect only on the Commencement of Construction
- 2.8 In the event of either of the Planning Permissions expiring or in the event of the revocation of either of the Planning Permissions prior to Commencement of Construction the obligations under this Agreement shall cease absolutely and RCBC shall procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

### **Determination by Expert**

- 2.9 Notwithstanding any specific provision in this Agreement in the event



of any dispute between the Owner and RCBC concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:

- 2.9.1 The person to be appointed pursuant to Clause 2.9 shall if possible be a person having fifteen years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
- 2.9.2 The reference to the expert shall be on terms that:
  - 2.9.2.1 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
  - 2.9.2.2 the expert shall be able to stipulate periods of time for the making of such submissions and representations;
  - 2.9.2.3 the expert shall be bound to have regard to the said submissions and representations;
  - 2.9.2.4 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
  - 2.9.2.5 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
  - 2.9.2.6 the findings of the expert shall save in the case of manifest material error be final and binding on the Owner and RCBC save that the

parties retain the right to refer to the Courts on a matter of law

#### **VAT**

- 2.10 In the event that the provision by the Owner to RCBC or other body of any land or buildings or infrastructure or matters pursuant to this Agreement is a taxable supply for the purposes of the legislation relating to Value Added Tax in respect of which any Value Added Tax should become payable then RCBC or other body in receipt of such supply shall pay to YPL all such Value Added Tax upon receipt from the Owner of a Value Added Tax invoice therefore and YPL shall endeavour to ensure that the timing of such invoice or invoices within any four week period shall be such as to minimise the period between settlement of the invoice and recovery of the tax

#### **Time Periods**

- 2.11 It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and RCBC SAVE THAT any party to this Agreement who requires time to be of the essence in respect of any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended

#### **Approvals**

- 2.12 For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

#### **Notices**

- 2.13 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing

- 2.14 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting

**Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.15 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

**Void Provisions**

- 2.16 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

**Application of this Agreement**

- 2.17 If the RCBC agree pursuant to an application under Section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act the covenants or provisions of this Agreement shall, if RCBC and the Owner both agree, be deemed to bind the varied permission and to apply in equal

terms to the new planning permission

#### **No Fetter of Discretion**

- 2.18 Save as permitted by law nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of RCBC in their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if RCBC were not a party to this Agreement

#### **Effect of any Waiver**

- 2.19 No waiver (whether express or implied) by RCBC of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent RCBC from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

#### **General Requirement to Co-operate**

- 2.20 Without prejudice to its statutory duties RCBC and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

#### **Indexation**

- 2.21 Where payments are identified as being Index Linked in this Agreement then such sums shall be adjusted by applying the All Items Retail Prices Index as published by the Office of National Statistics (or any successor thereof) including any applicable local or regional waiting from date hereof to the date of payment

#### **Interest**

- 2.22 Where any payment or part payment which the parties hereto are obliged to pay or repay pursuant to the provisions of this Agreement is not paid on the date upon which the obligation to make such a payment falls due then interest at 4% above the base rate of HSBC

Bank Plc from time to time calculated on a daily basis shall be added to the outstanding balance of the payment from the date on which the payment or part payment became due until the date of receipt of the payment or part payment

**3 THE OWNER'S PLANNING OBLIGATIONS**

- 3.1 The Owner covenants with RCBC to comply with the obligations contained in Schedule 1

**4 RCBC'S COVENANTS**

- 4.1 RCBC covenant with the Owner to comply with the obligations set out in Schedule 2

## **SCHEDULE 1**

The Owner covenants with RCBC to observe and perform the following obligations:

### **1 Employment and Training**

1.1 To pay the RCBC STEM Contribution to RCBC for the purposes set out in paragraph 1 of Schedule 2 and no other as follows:

1.1.1 Forty Thousand Pounds (£40,000) Index Linked within 28 days of the Commencement of Construction; and

1.1.2 Forty thousand pounds (£40,000) Index Linked on the anniversary of the Commencement of Construction (comprising Eighty Thousand Pounds (£80,000) in total plus indexation)

1.2 To pay the NYBEP Contribution to RCBC for the purposes set out in paragraph 2 of Schedule 2 and no other as follows:

1.2.1 Thirty Seven Thousand and Five Hundred Pounds (£37,500) within 28 days of the Commencement of Construction; and

1.2.2 Thirty Seven Thousand and Five Hundred Pounds (£37,500) Index Linked on each anniversary of the Commencement of Construction for a period of nine years (comprising Three Hundred and Seventy Five Thousand Pounds (£375,000) Index Linked in total plus indexation)

1.3 To pay the RCBC Local Opportunity Contribution to RCBC for the purposes set out in paragraph 3 of Schedule 2 and no other as follows:

1.3.1 Forty Thousand Pounds (£40,000) Index Linked payable to RCBC within 28 days of the Commencement of Construction; and

1.3.2 Forty Thousand Pounds (£40,000) Index Linked on each anniversary of the Commencement of Construction during the Construction Period for a period of four years (being four further payments of Forty Thousand Pounds (£40,000) Index Linked and comprising Two Hundred Thousand Pounds (£200,000) in total plus indexation)



- 1.4 To pay the RCBC Workshop and Coaching Contribution to RCBC to be applied for the purposes set out in paragraph 4 of Schedule 2 and no other as follows:
- 1.4.1 Ten Thousand Pounds (£10,000) Index Linked within 28 days of the Commencement of the Construction
- 1.5 To use all reasonable endeavours to implement the ongoing and outstanding actions in the Action Plan specifically to achieve:-
- 1.5.1 the creation of 50 apprenticeship opportunities within the first five years following the Commencement of Construction and an ongoing apprenticeship programme;
- 1.5.2 the continued delivery of the York Potash Undergraduate Programme;
- 1.5.3 the training of at least 250 construction workers to become mine workers; and
- 1.5.4 the training of at least 50 people to become tradespeople in mining operations.
- 1.6 To publish details of all contract opportunities for suppliers of YPL or its primary contractors on the Website and notify them to RCBC Business Growth Team of any and all such opportunities

## **2 Tourism**

- 2.1 To pay the RCBC Marketing Contribution to RCBC to be applied for the purposes set out in paragraph 5 of Schedule 2 and no other as follows:
- 2.1.1 Eighty Thousand Pounds (£80,000) Index Linked payable to RCBC within 28 days of the Commencement of the Construction; and
- 2.1.2 Eighty Thousand Pounds (£80,000) Index Linked on each anniversary of the Commencement of Construction during the Construction Period for a period of four years being four further payments of Eighty Thousand Pounds (£80,000) and (comprising Four Hundred Thousand Pounds (£400,000) in total plus indexation)

**3 Mucky Lane**

3.1 To pay the Mucky Lane Improvement Contribution to RCBC to be applied for the purposes set out in paragraph 6 of Schedule 2 and no other as follows:

3.1.1 Following receipt of a breakdown of costs from the Council to pay to the Council such sum in accordance with that breakdown up to a maximum of Fifty Six Thousand Pounds (£56,000) Index Linked within 28 days of the commencement of construction at the Tocketts Lythe Shaft Site

**4. Security**

4.1 Not to carry out the Commencement of Construction until security arrangements to secure the reinstatement of the Intermediate Shaft Sites (in the event of the cessation of construction or mining operations when there is no reasonable prospect of them recommencing) are in place to the reasonable satisfaction of RCBC

## SCHEDULE 2


RCBC covenants with the Owner as follows:

1. To apply the RCBC STEM Contribution for the purposes of improving the awareness of science technology engineering and maths in primary schools within the Borough of Redcar and Cleveland and for no other purposes whatsoever
2. To apply the NYBEP Contribution through the North Yorkshire Business and Education Partnership for the provision of science technology engineering and maths resources and activities for secondary schools and further education within the Tees Valley and for no other purposes whatsoever
3. To apply the RCBC Local Opportunities Contribution towards identifying and preparing local people for opportunities during the construction and operation of the Development and for no other purposes whatsoever
4. To apply the RCBC Coaching Contribution towards delivery of workshops and coaching sessions to local businesses to achieve the requisite standards to supply YPL and its contractors with goods and services and for no other purposes whatsoever
5. To apply the RCBC Marketing Contribution towards the creation of a marketing programme and events to promote the borough of Redcar & Cleveland to visitors and for no other purposes whatsoever
6. To apply the Mucky Lane Improvement Contribution as follows:
  - a) Up to Sixteen Thousand Pounds (£16,000.00) Index Linked towards the resurfacing of Mucky Lane; and
  - b) Up to Forty Thousand Pounds (£40,000.00) Index Linked for the provision of a bridge at Tocketts Lythe as shown on Plan 2 and for no other purposes whatsoever

7. To repay to the payer any unexpended monies paid to the RCBC pursuant to the obligations in Schedule 1 at the expiration of 5 years from the date of payment within two months of the expiry of the aforesaid 5 year period in respect of which period time shall be of the essence
8. To provide full and precise details of the expenditure of all monies paid pursuant to each of the obligations in this Agreement to payer which details shall be provided to payer within 28 days following receipt of a request for the same from payer and provided that no more than 4 requests shall be made in any calendar year


IN WITNESS whereof the parties hereto have executed as a Deed on the date first  
above written

THE COMMON SEAL OF REDCAR )  
AND CLEVELAND BOROUGH COUNCIL )  
was hereunto affixed in the presence of: - )

  
Authorised Signatory



THE COMMON SEAL OF THE HOMES )  
AND COMMUNITIES AGENCY )  
was hereunto affixed in the presence of: - )

  
Authorised Signatory



**PRINT NAME** Bayo Dosunmu  
Assistant Chief Executive

SIGNED AS A DEED on behalf of )  
**YORK POTASH PROCESSING & PORTS** )  
**LIMITED** by two directors or one director )  
and its company secretary )

Director

~~Director~~ Secretary

