

	Informatives
2.	<p>The proposed development lies within an area that has been defined by the Coal Authority as containing potential hazards arising from former coal mining activity at the surface or shallow depth. These hazards can include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such hazards are seldom readily visible, they can often be present and problems can occur in the future, particularly as a result of new development taking place.</p> <p>It is recommended that information outlining how former mining activities may affect the proposed development, along with any mitigation measures required (for example the need for gas protection measures within the foundations), is submitted alongside any subsequent application for Building Regulations approval (if relevant).</p> <p>Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design which takes into account all the relevant safety and environmental risk factors, including mine gas and mine-water.</p> <p>Your attention is drawn to the Coal Authority Policy in relation to new development and mine entries available at: www.gov.uk/government/publications/building-on-or-within-the-influencingdistance-of-mine-entries</p> <p>Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.</p> <p>If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is available on the Coal Authority website at: www.gov.uk/government/organisations/the-coal-authority</p>
3.	<p>Please note that all public rights of way within the Boulby Minehead overall site must be kept free from obstruction and open for use at all times before, during and after any works authorised or required by this planning permission.</p>
4.	<p>Works affecting protected species can require special permission or licences to be issued by Natural England. It is recommended that Natural England be consulted in respect of any such licences that may be required</p>

	Informatives
5.	All bats and their roosts are fully protected under the Wildlife and Countryside Act 1981 (as amended by the Countryside and Rights of Way Act 2000) and are further protected under Regulation 39(1) of the Conservation (Natural Habitats etc.) Regulations 1994. Should any bats or evidence of bats be found prior to or during development, work must stop immediately and Natural England contacted on 0300 060 3900 for further advice. This is a legal requirement under the Wildlife and Countryside Act 1981 (as amended) and applies to whoever carries out the work. All contractors on site should be made aware of this requirement and given information to contact Natural England or the Bat Conservation Trust national helpline on 0845 1300 228.
6.	<p>Under Section 1 of the Wildlife and Countryside Act 1981 (as amended), wild birds are protected from being killed, injured or captured, while their nests and eggs are protected from being damaged, destroyed or taken. In addition, certain species such as the Barn Owl are included in Schedule 1 of the Act and are protected against disturbance while nesting and when they have dependent young. Offences against birds listed in Schedule 1 of the Wildlife and Countryside Act are subject to special penalties. An up-to-date list of the species in Schedule 1 is available from Natural England http://www.naturalengland.org.uk/ourwork/regulation/wildlife/species/speciallyprotectedbirds.aspx.</p> <p>Further information on wildlife legislation relating to birds can be found at www.rspb.org.uk/images/WBATL_tcm9-132998.pdf.</p> <p>If advice is needed please contact the National Park Authority's Conservation Department on 01439 772700 or conservation@northyorkmoors.org.uk.</p>
7.	<p>The Environmental Protection (Duty of Care) Regulations 1991 for dealing with waste materials are applicable for any off-site movements of wastes. The developer as waste producer therefore has a duty of care to ensure all materials removed go to an appropriate permitted facility and all relevant documentation is completed and kept in line with regulations. The developer must apply the waste hierarchy in a priority order of prevention, re-use, recycling before considering other recovery or disposal options. Government Guidance on the waste hierarchy in England can be found here - http://www.defra.gov.uk/publications/files/pb13530-waste-hierarchy-guidance.pdf.</p>
8.	If any controlled waste is to be removed off site, then the site Operator must ensure a registered waste carrier is used to convey the waste material off site to a suitably permitted facility.

Schedule 1 – List of approved plans	
Plan description	Plan reference

Proposed development boundary	Planning Statement Figure 3.1 – October 2019
Existing Mine site Plan	Planning Statement Figure 2.2 – October 2019
Mine site plus proposed onshore underground area	Environmental Statement Figure 1.1 – October 2019
Mine site operational area plus land ownership	Environmental Statement Figure 1.2 – October 2019
Phase 1 Deconstruction	Planning Statement Figure 3.2 – October 2019
Phase 2 deconstruction	Planning Statement Figure 3.3 – October 2019

SCHEDULE 2
THE OWNER'S COVENANTS

1. DEFINITIONS

1.1 The following definitions are used in this Schedule 2:

- 1.1.1 **"Carbon Off-Setting Contribution"** means the sum of no more than £1,500,000 (Index Linked) to pay for the delivery of the restoration and maintenance of upland peat within the National Park to a condition sufficient to offset 2,410 tonnes of carbon per year over the life of the Development.
- 1.1.2 **"Carbon Off-Setting Incentives Payments"** means the reasonable sum of no more than £500,000 (Index Linked) to secure the agreement of landowners for the use of their land for the restoration and maintenance of upland peat within the National Park in accordance with the permitted use for the Carbon Off-Setting Contribution set out at Schedule 3 paragraph 1.1.1 below. For the avoidance of doubt multiple Carbon Off-Setting Incentives Payments of varying amounts may be requested by the Authority in accordance with the terms of this agreement but the totality of these payments shall be no more than £500,000 (Index Linked).
- 1.1.3 **"Contributions"** means the Carbon Off-Setting Contribution, the Heritage Assets Contribution, the Landscape Contribution, the Monitoring and Delivery Contribution and the Tourism Contribution.
- 1.1.4 **"EHO"** means the Environmental Health Officer of Scarborough Borough Council or Redcar and Cleveland Borough Council (as relevant).
- 1.1.5 **"Employment and Skills Delivery Plan"** means a plan which shall set out how the Owner will promote and deliver opportunities for local employment, including, but not limited to the following topics: local employment; local supply chain; work experience; careers fairs; site visits, open days apprenticeships and training offers.
- 1.1.6 **"Heritage Assets Contribution"** means the sum of £460,026.06 (Index Linked) to:
- (a) be used for the delivery of compensatory enhancement to the setting of heritage assets, both designated and undesignated in the vicinity of the mine, including but not limited to the Staithes Conservation Area;
 - (b) provide resources for the conservation and enhancement of the fabric of heritage assets in the vicinity of the mine; and
 - (c) assist in the understanding and interpretation of the historic environment of the area.
- 1.1.7 **"Landscape Contribution"** means the sum payable in accordance with this Schedule 2 paragraph 4.1 to be used to provide for landscape mitigation and compensation works including elements of woodland creation, coniferous to broad leaved conversion, in field tree planting, hedgerows, traditional boundary restoration, creation and enhancement of natural habitats, public rights of way enhancement and dark skies compensatory actions. These would be focussed on but not limited to a geographical area concentrated in the north east quarter of the Authority's administrative boundary.

- 1.1.8 “**Monitoring and Delivery Contribution**” means the sum of £431,043.60 (Index Linked) to cover the Authority’s costs associated with monitoring and delivering compliance with the obligations in this deed as well as the Planning Permission.
- 1.1.9 “**Noise and Vibration Mitigation Plan**” means the plan submitted under condition 17 of the Planning Permission.
- 1.1.10 “**Noise Mitigation Notice**” means the notice in the form contained in Schedule 5 completed as directed therein being used by the Authority to demand the payment of any noise mitigation contribution in accordance with Schedule 2 paragraph 10.
- 1.1.11 “**Operational Period**” means the period from and including 7 May 2023 up until the completion of the restoration of the Site in accordance with the Planning Permission.
- 1.1.12 “**Plan No. 3**” means the plan appended at Schedule 4 entitled "1km HGV waiting exclusion zone".
- 1.1.13 “**Plan No. 4**” means the plan appended at Schedule 4 entitled "noise mitigation area".
- 1.1.14 “**Plan No. 5**” means the plan appended at Schedule 4 entitled "Mineral railway track bed".
- 1.1.15 “**Product**” means polyhalite and salt being extracted or to be extracted by underground working from the Site pursuant to the Planning Permission, any minerals or mineral products imported to the Site pursuant to the Planning Permission and any minerals products, including combined or blended mineral products dispatched from the Site pursuant to the Planning Permission.
- 1.1.16 “**Tourism Contribution**” means the sum of £4,944,185 (Index Linked) to provide for actions to mitigate and compensate for the identified impacts of the Development on the local tourism economy, to help ensure that its full potential is realised.

2. CARBON OFF-SETTING CONTRIBUTION

- 2.1 The Owner covenants to pay the Carbon Off-Setting Contribution to the Authority for the purposes of meeting the requirements of Local Plan Policy ENV8 over a 10 year period with the first payment of £150,000 (Index Linked) occurring no later than 31 January 2023 and a payment of £150,000 (Index Linked) on each anniversary thereafter until the 10th anniversary of the first payment date.
- 2.2 The Owner covenants to not at any time carry out or continue with the Development when the payment due under paragraph 2.1 of this Schedule 2, has not been paid

3. CARBON OFF-SETTING INCENTIVES PAYMENTS

- 3.1 The Owner covenants to pay the Carbon Off-Setting Incentives Payments to the Authority for the purposes specified in Schedule 3 PROVIDED THAT:
 - 3.1.1 satisfactory evidence of the reasonableness of the requested sum has first been provided to the Owner. The reasonability of the sum will be evidenced via: correspondence between the Authority and the relevant landowner; any codes, guidance or other information issued by the Yorkshire Peat Partnership; and any other relevant local or national codes, guides or protocols which may be published from time to time (including but not limited to statutory guidance); and

3.1.2 any such sums must be requested by the Authority from the Owner (and the related evidence under paragraph 3.1.1 of this Schedule 2 has been received) within the 10 year period specified in paragraph 2.1 of this Schedule 2. For the avoidance of doubt, the Authority may request payment of this sum in advance of the sum falling due and must have allocated (but need not have incurred) the relevant sum within the 10 year period specified in paragraph 2.1 of this Schedule 2.

4. HERITAGE ASSETS CONTRIBUTION

4.1 The Owner covenants to pay the Heritage Assets Contribution to the Authority for the purposes of offsetting the harm to the setting and appreciation of heritage assets as set out below:

4.1.1 £18,401.05 (Index Linked) no later than 7 June 2022 (or if the Planning Permission is subject to Judicial Review no later than the Planning Satisfaction Date); and

4.1.2 £18,401.05 (Index Linked) on each anniversary thereafter until the 25th anniversary of the first payment made pursuant to this Schedule 2 paragraph 4.1.1 above.

4.2 The Owner covenants to not at any time carry out or continue with the Development when the payment due under paragraph 4.1.1 or 4.1.2 has not been paid.

5. LANDSCAPE CONTRIBUTION

5.1 The Owner covenants to pay the Landscape Contribution to the Authority, for the purposes specified at Schedule 3, as set out below:

5.1.1 £566,722.80 (Index Linked) by 31 January 2023 (or if the Planning Permission is subject to Judicial Review no later than the Planning Satisfaction Date) and each anniversary thereafter up until (and including) the 5th anniversary;

5.1.2 £303,750.70 (Index Linked) from the 6th anniversary up until (and including) the 25th anniversary of the first payment made pursuant to this Schedule 2 paragraph 5.1.1. However;

(a) Where the phased partial deconstruction works specified in condition 13 of the Planning Permission (regarding the reduction in height of the Treatment plant building of at least 50%) have not been completed by 31 December 2027 the yearly Landscape Contribution shall remain as £566,722.80 (Index Linked) until the said works have been completed when the sum shall reduce to £435,236.75 until all the phased partial deconstruction works have been completed in accordance with planning condition 11. Once all the phased partial deconstruction works required by condition 11 have been completed in full the level of contribution specified at paragraph 5.1.2 of this Schedule 2 shall apply; or

(b) Where the phased partial deconstruction works specified in condition 13 of the Planning Permission (regarding the reduction in height of the Treatment plant building of at least 50%) have been completed by 31 December 2027 the yearly Landscape Contribution shall be £435,236.75 (Index Linked) until the phased partial deconstruction works have been completed in accordance with planning condition 11. Once the phased partial deconstruction works have been completed in full accordance with planning condition 11 the level of contribution specified at paragraph 5.1.2 of this Schedule 2 shall apply;

unless a different sum for the yearly Landscape Contribution is agreed between the parties. For the avoidance of doubt, the Landscape Contribution payments will only be required up until the 25th anniversary specified at paragraph 5.1.2 of this Schedule 2.

5.2 The Owner covenants to not at any time carry out or continue with the Development when the payment due under paragraph 5.1.1 or 5.1.2 or this Schedule 2 has not been paid.

6. MONITORING AND DELIVERY CONTRIBUTION

6.1 The Owner covenants to pay the Monitoring and Delivery Contribution to the Authority for the purposes of monitoring compliance within this deed and the requirements of the Planning Permission including the development of and approval of plans and schemes associated with its conditions as set out below:

6.1.1 £28,736.20 (Index Linked) by 7 June 2022 (or if the Planning Permission is subject to Judicial Review no later than the Planning Satisfaction Date) and each anniversary thereafter up until (and including) the 5th anniversary:

6.1.2 £14,368.10 (Index Linked) from the 6th anniversary up until (and including) the 25th anniversary of the first payment made pursuant to this Schedule 2 paragraph 6.1.1.

6.2 The Owner covenants to not at any time carry out or continue with the Development when the payment due under paragraph 6.1.1 or 6.1.2 of this Schedule 2 has not been paid.

6.3 The Owner shall provide the Authority with access to the Site to enable the Authority to monitor compliance with this deed and the requirements of the Planning Permission.

7. TOURISM CONTRIBUTION

7.1 The Owner covenants to pay the Tourism Contribution to the Authority for the purposes of mitigation and compensation activities for the impacts to the local tourism economy as set out below:

7.1.1 £214,964.60 (Index Linked) by 31 January 2023 (or if the Planning Permission is subject to Judicial Review no later than the Planning Satisfaction Date) and each anniversary thereafter up until (and including) the 5th anniversary:

7.1.2 £193,468.15 (Index Linked) from the 6th anniversary up until (and including) the 25th anniversary of the first payment made pursuant to this Schedule 2 paragraph 7.1.1.

7.2 The Owner covenants to not at any time carry out or continue with the Development when the payment due under paragraph 7.1.1 or 7.1.2 of this Schedule 2 has not been paid

8. HEAVY GOOD VEHICLES

8.1 The Owner shall use best endeavours to procure that heavy goods vehicles carrying out activities connected with the Development shall use the A174 north and southbound, except for the purpose of directly accessing properties for local deliveries where the use of the A174 north and southbound is not possible, and in any event the Owner shall use best endeavours to procure that its contracted hauliers shall comply with the Hauliers Code of Good Practice and shall provide to its contractors as a condition of hauling for the Owner written instructions relating to the same.

8.2 The Owner shall use best endeavours to procure that heavy goods vehicles carrying out activities connected with the Development do not use the Blakey Ridge Road (C20) for access to the Site or for the dispatch of Product except for the purpose of direct access to properties along such road.

and in any event the Owner shall use best endeavours to procure that its contracted hauliers shall comply with the Hauliers Code of Good Practice and shall provide to its contractors as a condition of hauling for the Owner written relating to the same.

- 8.3 No vehicles involved in the transportation of materials or finished products to or from the Development or heavy goods vehicles seeking access to the Development shall park or stop within HGV waiting exclusion zone as shown on Plan No. 3.

9. EFFLUENT MONITORING

- 9.1 Upon satisfaction of the preconditions in clause 4 of this deed, the Owner shall commission a programme and / or continue any existing monitoring programme to monitor the extent of effluent discharge through the offshore outfall.
- 9.2 In the event that the existing monitoring programme referenced in Schedule 2 paragraph 9.1 above is not continued, the Owner shall submit the new monitoring programme for approval by the Director of Planning (such approval not to be unreasonably withheld or delayed) within one calendar month of the satisfaction of the preconditions in clause 4 of this deed and the programme will be implemented or continued at such dates as the Director of Planning may reasonably require once approved.
- 9.3 The Owner shall supply to the Director of Planning a copy of all monitoring results from the monitoring programme as well as provision for remedial measures if identified as necessary (provided always that it is agreed that the results of the same are commercially confidential to the Owner and shall not be disclosed by the Authority to any other party or body) as follows:
- 9.3.1 Where there is a new monitoring programme, not less than every 12 months from the first approval of the monitoring programme (approved in accordance with Schedule 2 paragraph 9.2 above) and on each anniversary thereafter for the duration of the use of the Site as approved by the Planning Permission; or
- 9.3.2 Where there is not a new monitoring programme, 12 months from the date of the last monitoring material being provided to the Director of Planning from the existing monitoring programme and on each anniversary thereafter for the duration of the use of the Site as approved by the Planning Permission until expiry of the Planning Permission.
- 9.4 The Owner shall carry out any remedial measures as approved by the Authority.

10. NOISE MITIGATION

- 10.1 Within twenty eight days of receipt of a completed Noise Mitigation Notice from the Authority to pay the monies specified in that notice to the Authority provided that:
- 10.1.1 No valid Noise Mitigation Notice can be served outside of the Operational Period unless a different period is agreed between the parties;
- 10.1.2 The precise noise mitigation measures for which the monies are required are identified in the Noise Mitigation Notice; and
- 10.1.3 The EHO has confirmed in writing that:
- (a) it is satisfied that the noise mitigation measures are required to mitigate the noise impacts of the Development at residential properties within the noise mitigation area shown on Plan No. 4; and

- (b) that all possible mitigations have first been considered and where practicable implemented under the Noise and Vibration Mitigation Plan (provided that said mitigations are implemented within a reasonable timescale, failing which this paragraph 10.1.3(b) of Schedule 2 shall not apply),

such that the noise mitigation measures proposed in the Noise Mitigation Notice are in the EHO's professional opinion considered to be a last resort.

11. LOCAL EMPLOYMENT

- 11.1 Upon satisfaction of the preconditions in clause 4 of this deed, the Owner shall submit to the Authority for approval an Employment and Skills Delivery Plan.
- 11.2 The Owner shall use its best endeavours to comply with the approved Employment and Skills Delivery Plan for the duration of the use of the Site as approved by the Planning Permission.

12. PUBLIC ACCESS

- 12.1 Unless otherwise agreed between the parties, the Owner shall use its best endeavours to allow public access along the route of the private mineral railway track bed as shown on Plan No. 5, within 12 months from completion of the Site restoration works pursuant to condition 47 attached to the Planning Permission.

SCHEDULE 3
THE AUTHORITY'S OBLIGATIONS

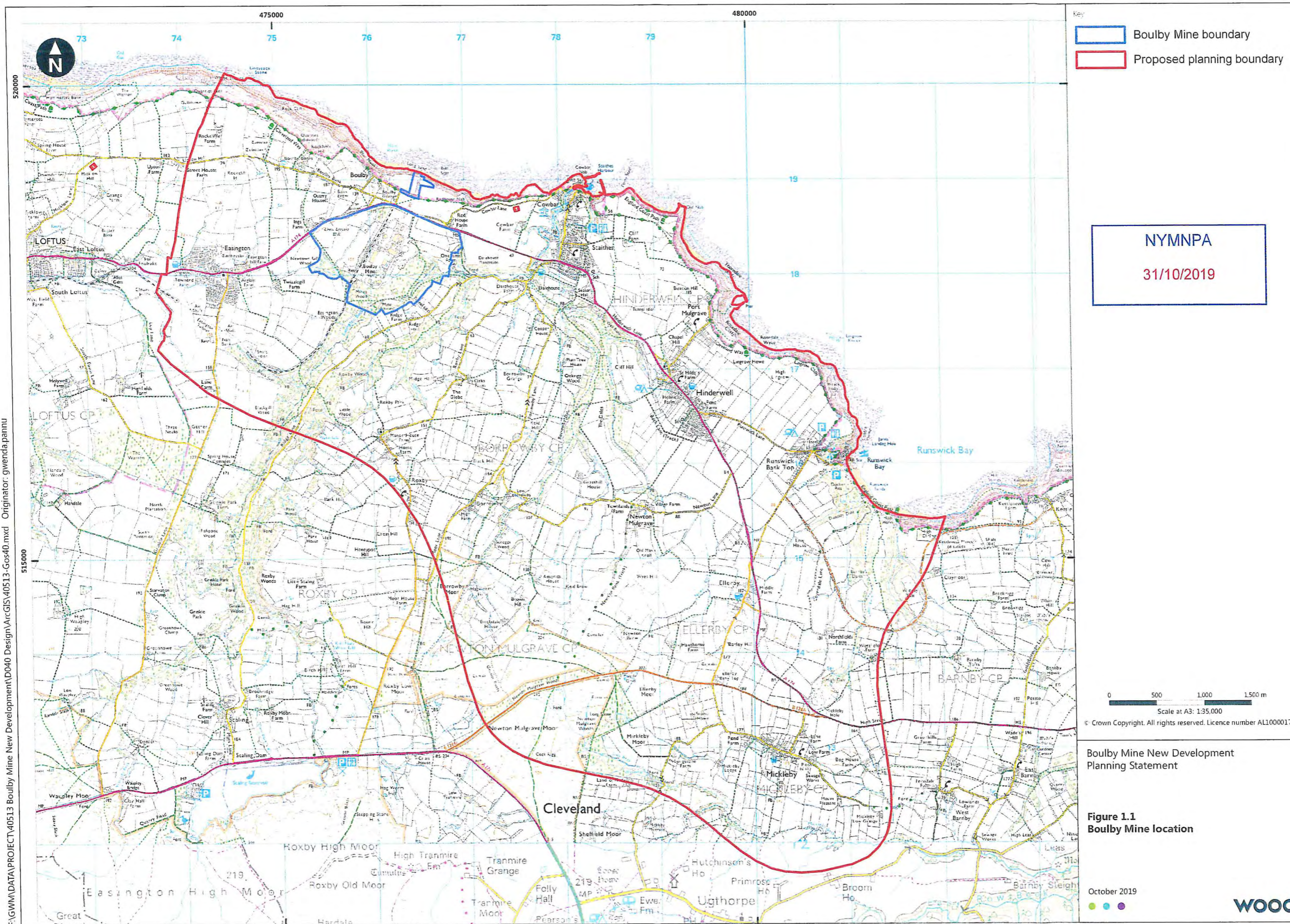
1. COVENANTS BY THE AUTHORITY

1.1 The Authority covenants with the Owner as follows:

- 1.1.1 To apply the Carbon Off-Setting Contribution towards carbon offsetting of the Development through restoration of upland peat within the North York Moors National Park. This contribution may be used for further surveys of existing peatland conditions and constraints checking, physical restoration works, maintenance and administration.
- 1.1.2 To apply the Carbon Off-Setting Incentives Payments to secure the agreement of landowners for the use of their land for peat restoration works within the North York Moors National Park for the purpose of delivering carbon sequestration activities, and to provide to the Owner the evidence referred to in paragraph 3.1.1 of Schedule 2 with any request for payment of a Carbon Off-Setting Incentives Payment.
- 1.1.3 To prioritise the Heritage Assets Contribution towards (but not exclusively towards):
 - (a) Offsetting harm to the setting of heritage assets through supporting measures to enhance other aspects of their settings, investment in conserving and enhancing heritage assets within Staithes including the Staithes Conservation Area and elsewhere in the vicinity of the mine at the Development to compensate for residual harm caused to setting and support investment in the Conservation Area as a whole.
 - (b) Promoting understanding of the heritage of Staithes and within the vicinity of Staithes to compensate for harm to special qualities relevant to the historic environment and the understanding and enjoyment of those special qualities by the public.
 - (c) Offsetting the harm to the setting and appreciation of scheduled monuments through supporting investment in their conservation and or enhancement.
 - (d) Mitigating and compensating by focussing on Staithes, including the Conservation Area and on designated and undesignated heritage assets in the vicinity of Staithes and the mine site.
- 1.1.4 To prioritise the Landscape Contribution towards (but not exclusively towards):
 - (a) Landscaping measures to enhance screening from key viewpoints including from the A174 and other roads and access routes in the vicinity of the Mine.
 - (b) A range of compensatory enhancements to landscape features and habitats, including aspects such as stone walls, historical and other landscape features, natural habitats and access routes.
 - (c) Compensatory measures for dark skies enhancement activity and reduction in light pollution elsewhere within the National Park.
 - (d) Mitigation and compensation measures required across the area of visual and wider landscape impact, commensurate with the scale of harm caused.
- 1.1.5 To prioritise the Tourism Contribution towards (but not exclusively towards):

- (a) Activity to generate positive perceptions of Staithes and the surrounding area to encourage new visitors.
 - (b) Provision of support for tourism industry growth in Staithes and the surrounding area.
 - (c) Supporting development of new tourism products and experiences in Staithes and the surrounding area to showcase the National Park's special qualities.
 - (d) Mitigation and compensation measures to be focused on Staithes and the surrounding area.
- 1.1.6 To apply the contribution made following the service of the Noise Mitigation Notice pursuant to Schedule 2 paragraph 10 solely for the purpose of mitigating noise from the Development as stated in the Noise Mitigation Notices issued;
- 1.1.7 To use the Monitoring and Delivery Contribution for the purpose of ensuring compliance with this deed and the requirements of the Planning Permission including the development and approval of plans and schemes associated with its conditions;
- 1.1.8 To use reasonable endeavours to ensure that the staff employed as a result of payment of the Monitoring and Delivery Contribution achieve compliance with the performance standards set out at Schedule 6 when dealing with the subject matter of this deed and the Planning Permission but without fettering the discretion of the Authority or its staff in discharging any of their statutory obligations;
- 1.1.9 If any of the monies paid to the Authority pursuant to the obligations in Schedule 2 remain unspent or **unallocated** at the expiration of thirty six months from the date of each payment, the Authority shall repay those monies to the Owner (including any interest accrued) within two months of the expiry of the aforesaid thirty six month period in respect of each payment and in respect of which period time shall be of the essence. For the avoidance of doubt this paragraph shall apply in respect of Schedule 2 paragraph 3.1.2 where a Carbon Off-setting Incentives Payment remains unallocated at the expiration of thirty six months following the 10 year period specified in paragraph 2.1 of Schedule 2;
- 1.1.10 To provide Certified Transaction Reports in respect of the expenditure of all monies paid or **allocated** pursuant to each of the obligations in this deed, and of any unspent monies pursuant to paragraph 1.1.9 of this Schedule 3 to the Owner which details shall:
- (a) Enable the Owner to ascertain in respect of each payment made to the Authority pursuant to the obligations in this deed whether the monies comprised within that payment have been expended or allocated within the 36 month period referred to in paragraph 1.1.9 above (or within the timescale specified at Schedule 2 paragraph 3.1.2 above); and
 - (b) Be provided within three months following receipt of a request for the same from the Authority provided that no more than 4 requests shall be made in any calendar year.

**SCHEDULE 4
THE PLANS**



Key

- Boulby Mine boundary
- Proposed planning boundary

NYMNP
 31/10/2019

0 500 1000 1500 m
 Scale at A3: 1:35,000
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Boulby Mine New Development
 Planning Statement

Figure 1.1
 Boulby Mine location

October 2019



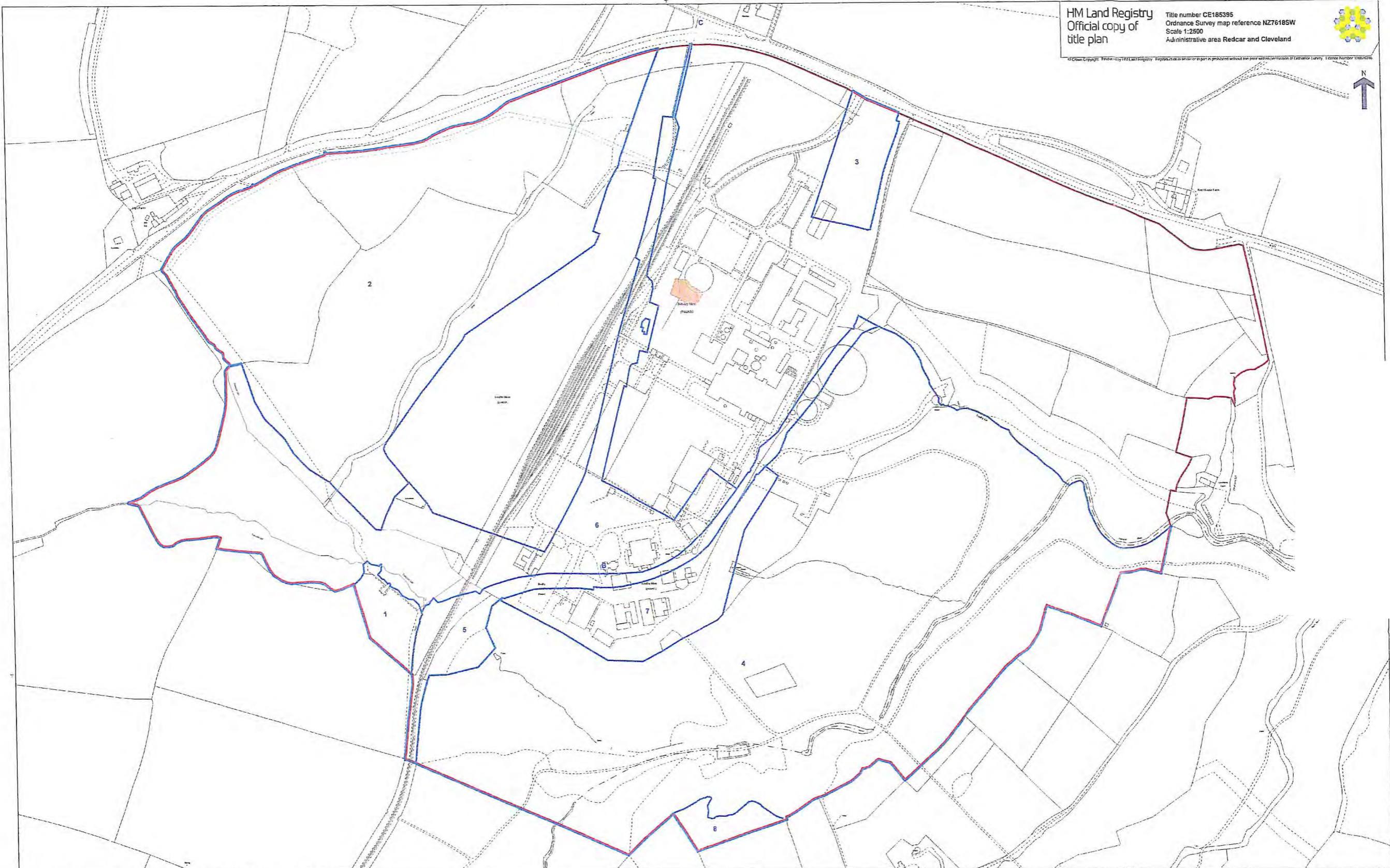
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HM Land Registry
Official copy of
title plan

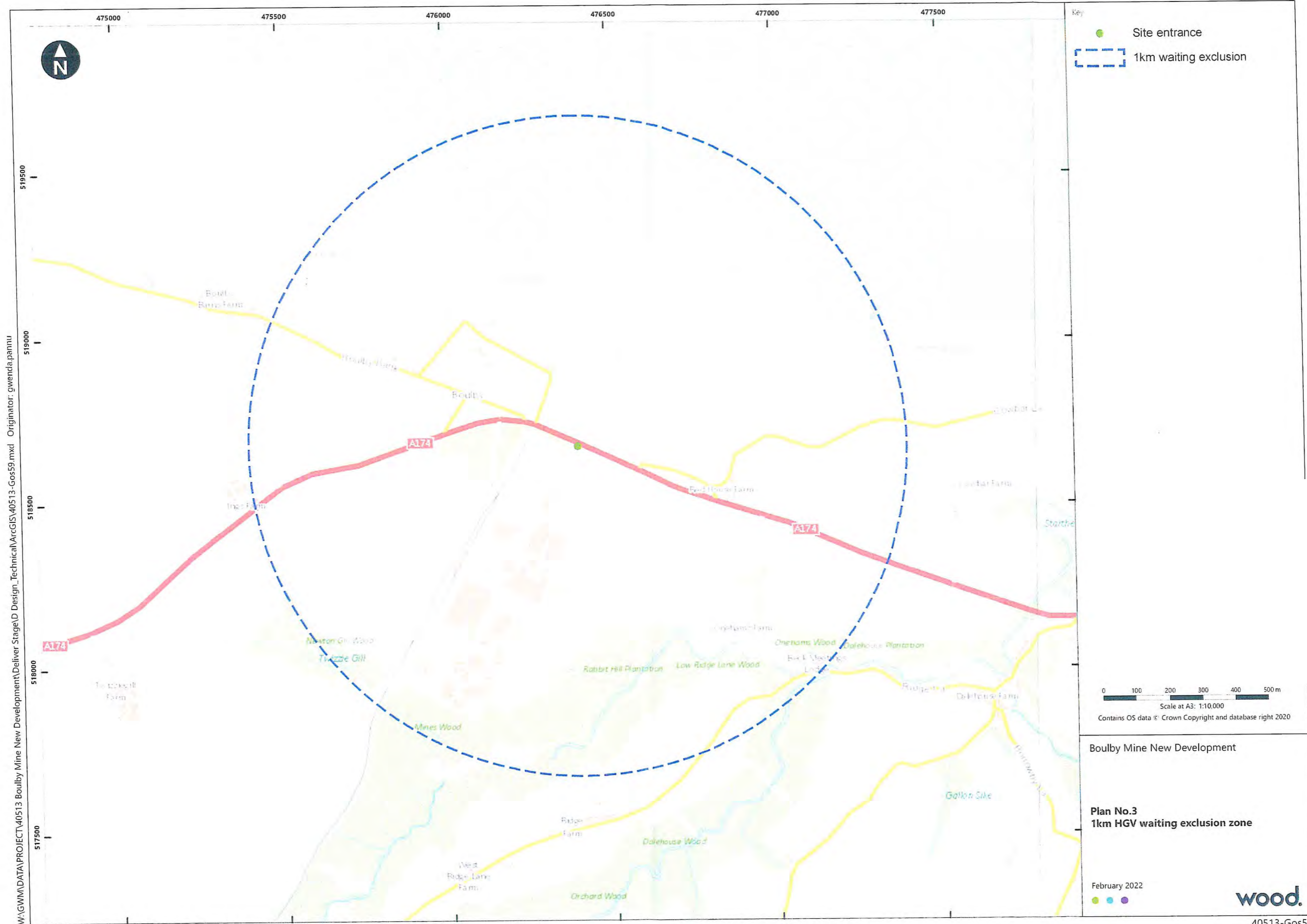
Title number CE185395
Ordnance Survey map reference NZ7618SW
Scale 1:2500
Administrative area Redcar and Cleveland



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This official copy issued on 22 December 2021 shows the state of this title plan on 22 December 2021 at 13:13:33.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.



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Key

- Site entrance
- ⊞ 1km waiting exclusion

0 100 200 300 400 500 m
 Scale at A3: 1:10,000
 Contains OS data © Crown Copyright and database right 2020

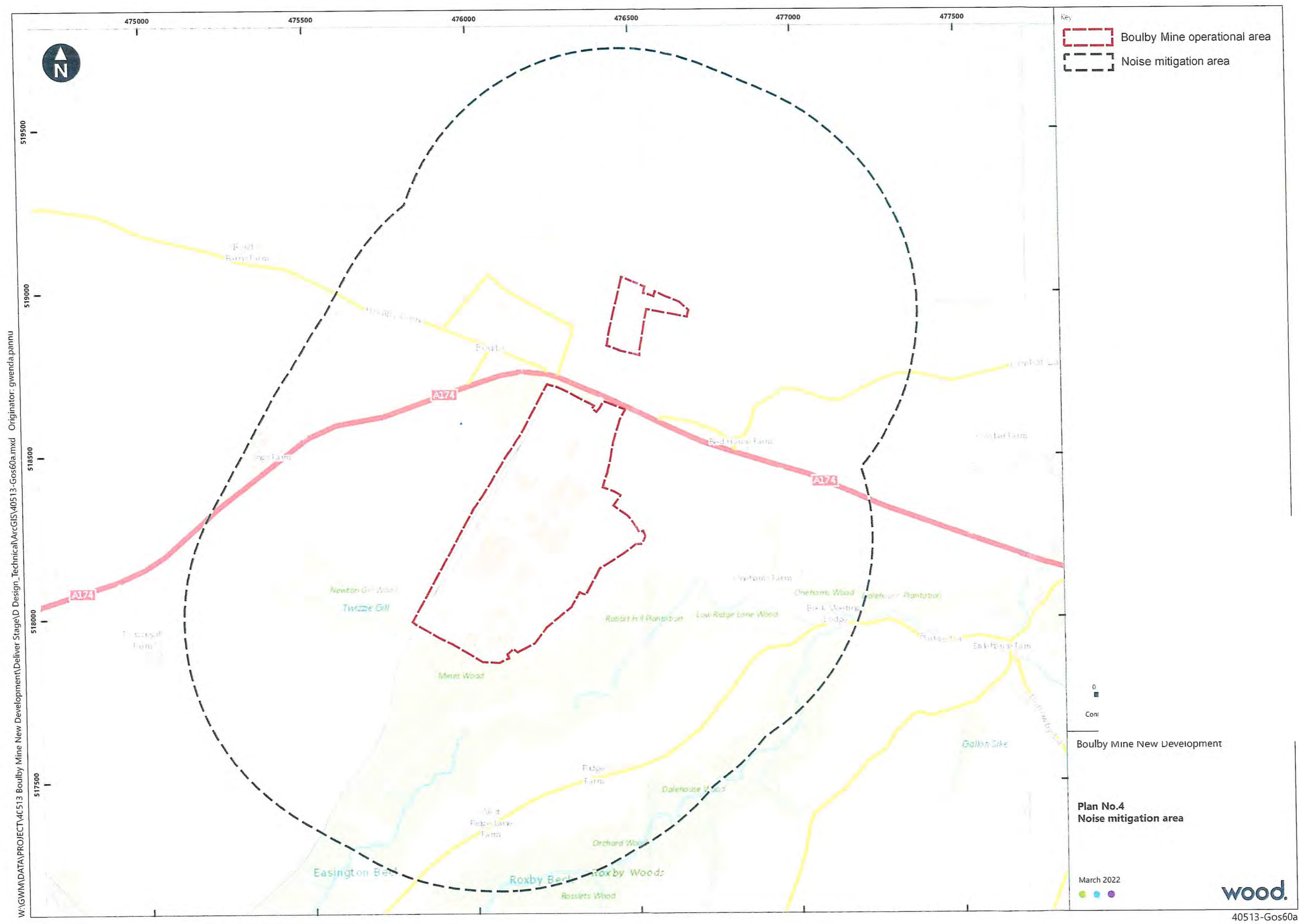
Boulby Mine New Development

Plan No.3
1km HGV waiting exclusion zone

February 2022

● ● ●

wood.



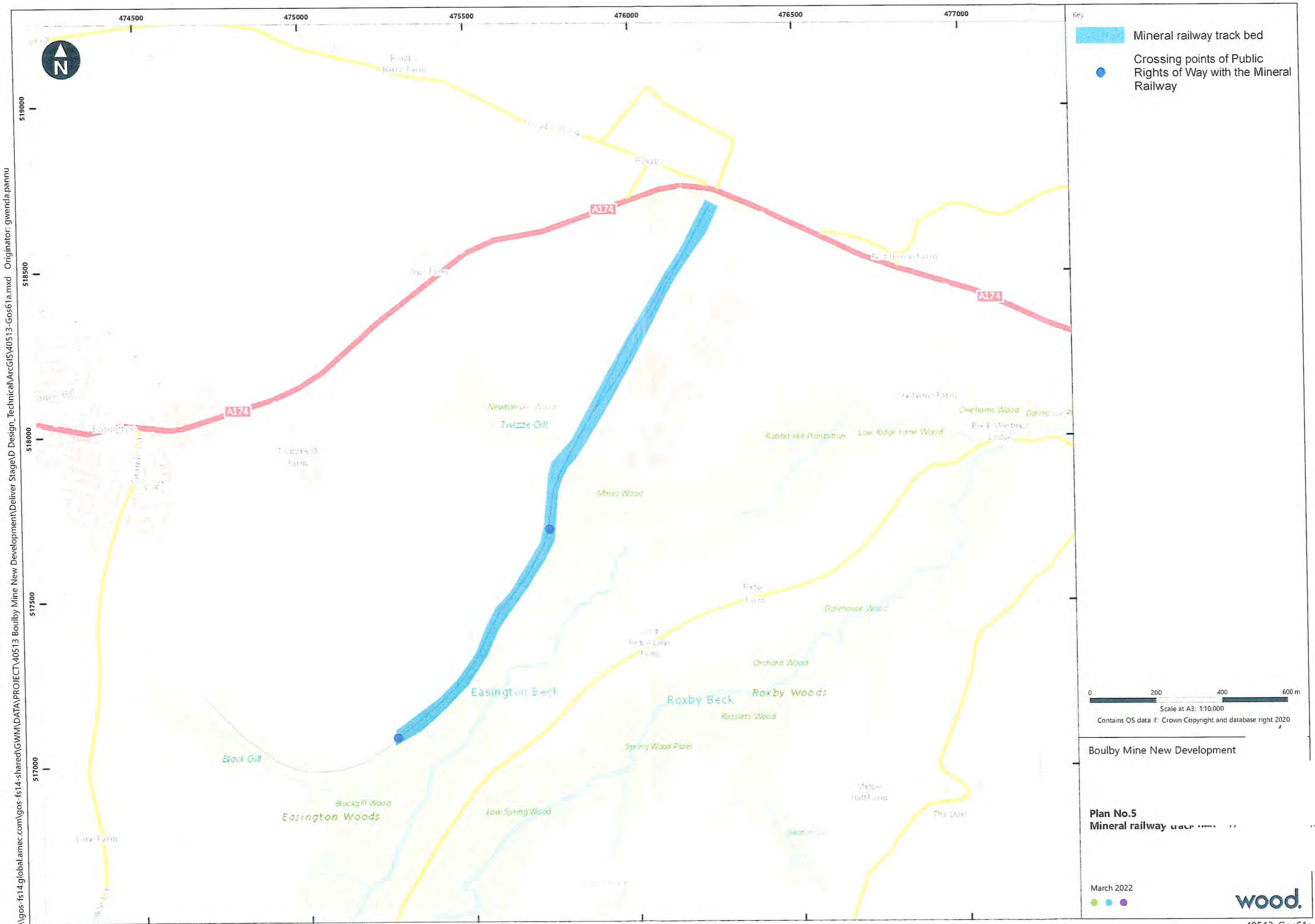
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Boulby Mine New Development

Plan No.4
Noise mitigation area

March 2022





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Key

- Mineral railway track bed
- Crossing points of Public Rights of Way with the Mineral Railway

0 200 400 600 m
 Scale at A3: 1:10,000
 Contains OS data © Crown Copyright and database right 2020

Boulby Mine New Development

Plan No.5
Mineral railway track bed

March 2022



**SCHEDULE 5
NOISE MITIGATION NOTICE**

Pursuant to paragraph 9 of Schedule 2 of the agreement under S106 of the Town and Country Planning Act 1990 made between North York Moors National Park and Cleveland Potash Limited (“the Agreement”) dated [insert date of the s.106 Agreement] NYMNPA hereby gives Cleveland Potash Limited written notice that it requires to be paid the sum of [insert sum and name of relevant contribution] to be applied to the purposes set out in the Schedule below in accordance with paragraph 9 of Schedule 2 and paragraph 1.1.5 of Schedule 3 of the Agreement

SCHEDULE

[Insert specific details of contribution and items to which the money being requested is to be applied]

Signed on behalf of NYMNPA

SCHEDULE 6
THE AUTHORITY'S PERFORMANCE STANDARDS

Activity	Purpose / Objective	Frequency / Scope of Service
1. MEETINGS	To discuss the planning obligations (including the timing and payment of contributions) and other matters related to the Project.	Monthly meetings (unless otherwise agreed in writing).
2. WRITTEN CORRESPONDENCE	To record any agreement reached on details and to respond to written communications from the Owner.	The Authority is to provide written minutes of any meeting attended with the Owner within 7 working days of the meeting taking place. Also to use reasonable endeavours to respond in full to written communications from the Owner within 7 working days of receipt of such communication.
3. PHONE COMMUNICATION	To ensure that the Owner has direct and dedicated officer support.	Timely phone service to be provided.
4. REGULATOR MEETINGS	To facilitate coordination between relevant regulators.	Attendance at annual regulator's meetings.

2189

IN WITNESS whereof the parties hereto have executed as a deed on the date above

The Common Seal of the)
NORTH YORK MOORS NATIONAL PARK AUTHORITY)
Was affixed in the presence of:-)



Authorised Signatory

Executed as a Deed by
CLEVELAND POTASH LIMITED acting by (Signature of director)

and (Signature of director)