

**THE CITY OF LONDON LAW SOCIETY LAND LAW COMMITTEE CERTIFICATE OF TITLE
(Eighth Edition 2023) WRAPPER FOR REPORT ON TITLE**

To: (1) Oaknorth Bank plc as agent on behalf of the Finance Parties (as defined in the Facility Agreement) and (2) the successors and transferees of the Finance Parties ("Addressees" and in this Certificate "you" and Addressees have the same meaning).

Raithwaite Estate, Sandsend Road, Whitby, North Yorkshire Y021 3ST

1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1 This letter is supplemental to a report on title dated today, a copy of which is annexed to this letter (the "**Report on Title**"). All words and expressions defined in the Report on Title have the same meaning when used in this letter, unless otherwise indicated. If there is a conflict between this letter and the Report on Title, this letter prevails. This letter and the Report on Title are together referred to as "**this Certificate**".

1.2 In this Certificate the following expressions have the following meanings:

"Additional Disclosures Schedule" means Schedule 1 to this letter;

"Charge" means the legal charge over the Property to be entered into in favour of the Chargee;

"Chargee" means Oaknorth Bank plc;

"CLLS Certificate" means a certificate in the City of London Law Society Land Law Committee Certificate of Title (Eighth Edition 2023);

"Company" means GHL (Whitby) Limited;

"Existing Use" means the actual use to which the Property is presently put as referred to in clause 4 of this letter;

"Lease" means the lease by virtue of which the Company holds the Property or part of the Property (as amended or supplemented);

"Letting Document" means (i) any lease, underlease or tenancy or occupation contract (in the case of Wales) or (ii) any licence or other agreement or arrangement giving rise to rights of occupation and enjoyment which binds the Property or in respect of which the Company is obliged to comply either generally or by way of indemnity (in each case as amended or supplemented) and including any tenancy which is being continued after the contractual expiry date under the Landlord and Tenant Act 1954 or otherwise;

"Loan Document" means the loan/facility agreement dated on or around the date hereof to be made between amongst others Oaknorth Bank plc and the Company providing for the loan referred to in it, which loan is to be secured by among other things the Charge;

"Property" means the property described in the Report on Title, the address of which is given at the start of this Certificate;

"Transaction" means:

- (a) provision of a loan for in the region of £22.5 million to GHL (Whitby) Limited ("GHL") in respect of the redevelopment of the Property pursuant to a facility agreement made between interalia you and the Compsny (the "**Facility Agreement**"); and
- (b) for you to take the Charge over the Property.

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995.

- 1.3 Unless the context otherwise requires, any reference to the Property includes each and every part of it and all buildings and structures on it.
- 1.4 Any reference, express or implied, to a statute includes references to:
 - 1.4.1 that statute as amended, extended or applied by or under any other statute or subordinate legislation at the date of this Certificate;
 - 1.4.2 any statute at the date of this Certificate which re-enacts that statute (with or without modification); and
 - 1.4.3 any subordinate legislation made at the date of this Certificate under that statute, as amended, extended or applied as described in clause 1.4.1 above or under any statute referred to in clause 1.4.2 above.
- 1.5 In this Certificate, the expression "fixed charge" has the meaning given to it in the 1995 Act and "tenant" includes licensee.
- 1.6 The headings in this Certificate do not affect its interpretation.
- 1.7 Unless the context otherwise requires, the singular includes the plural and vice versa.
- 1.8 Any matter disclosed by this Certificate in relation to any particular clause or paragraph is to be treated as being disclosed in relation to any other relevant clause or paragraph.
- 1.9 Where this Certificate states that the Company has "told us" or "confirmed" something (or uses words with similar meaning) ("provided information"), the Company provided information to us in writing.

2. RELIANCE ON THIS CERTIFICATE

- 2.1 This Certificate is addressed to and is intended solely for the benefit of the Addressees for the purpose of the Transaction. It may not be relied on by any other person or used for any other purpose. The giving of this Certificate does not create any retainer with the Addressees.
- 2.2 This Certificate may be disclosed to a third party but it cannot be relied on by that party.
- 2.3 Only an Addressee may bring a claim under this Certificate (whether as principal or agent).
- 2.4 If a claim would properly lie against any other party involved in the Transaction or this Certificate's preparation or approval, and that party has limited or excluded its liability in respect of such claim, then our liability will not be increased by that limitation or exclusion and will be calculated as if there were no such limitation or exclusion.
- 2.5 Where the Addressees constitute more than one person, the Addressees acknowledge that

our aggregate liability to all the Addressees is no greater than the liability we would have had if the Addressees were a single person.

- 2.6 We acknowledge that you are entitled to rely on the statements contained in this Certificate even if any document or matter contained or referred to in a statement:
- 2.6.1 is in the public domain; or
 - 2.6.2 has been disclosed by or on behalf of the Company to any valuers; or
 - 2.6.3 is contained in any specialist report relating to the Transaction made available by or on behalf of the Company to you or your professional team; or
 - 2.6.4 is contained or referred to in any data room to which you or your professional team have access or has otherwise been provided to you or your professional team (in either case by or on behalf of the Company relating to the Transaction).
- 2.7 You agree that no individual member, partner, shareholder, consultant or employee of this firm owes you any personal duty of care and that you will not bring any claim whether in contract, tort, under statute or otherwise against any such individual but such agreement is not intended to relieve this firm, whether it is a partnership or otherwise, from any duty of care or liability in relation to the giving of this Certificate.
- 2.8 The total aggregate liability of this firm (including, without prejudice to clause 2.7, its members, partners, shareholders, consultants and/or employees) for any damage, loss, cost, claim or expense arising out of, or in connection with this Certificate [and all other certificates of title issued by this firm in connection with the Transaction], whether such liability arises in contract, tort, negligence or as a result of a claim for misrepresentation or breach of statutory duty or otherwise, will not exceed the total sum of £39 million
- 2.9 Any legal proceedings arising from or in connection with this Certificate must be properly issued and validly served not later than 6 years after the date of this Certificate.
- 2.10 Any liability for fraud or dishonesty will not be excluded or limited to the extent that it cannot by law be so excluded or limited.

3. TITLE

On the basis of and insofar as the same is discoverable from our investigations mentioned in this Certificate, we certify that:

- 3.1 We have investigated the title of the Company to the Property in the knowledge that you are relying on this Certificate for the purpose of the Transaction.
- 3.2 We have:
- 3.2.1 examined and considered the documents of title and other documents and papers relating to the Property produced to or obtained by us; and
 - 3.2.2 considered the results of the searches and replies to the enquiries made by us as referred to in the Report on Title and/or the Additional Disclosures Schedule which are those that we consider appropriate or necessary in the circumstances of the Transaction and having regard to the location and nature of the Property; and

3.2.3 considered the results of a Land Registry priority searches for the benefit of the party referred to below:

of whole;

date of expiry of priority – 23 December 2024

name of party having benefit of priority period – Oaknorth Bank plc;

basis of search (e.g. Charge);

and we confirm that the search from date used is the search from date stated on the official copies used to complete this Certificate;

and this Certificate is given solely on the basis of:

- (i) that examination and consideration and the results of those searches and enquiries; and
- (ii) material provided to us by the Company;

which, so far as we are aware, is the documentation and information which we need in order to give this Certificate.

3.3 Subject to the matters referred to in the Report on Title and/or the Additional Disclosures Schedule:

- 3.3.1 in our opinion, the Company has a good and marketable title to the Property and is solely legally and beneficially entitled to the Property;
- 3.3.2 neither we nor the Company know of any reason why the Chargee should not be registered as registered proprietor of the Charge;
- 3.3.3 the details of the Property set out in the Report on Title are true and accurate in all respects;
- 3.3.4 if the registered proprietor of the title to the Property or the legal owner of the unregistered Property or the Company (if different from the registered proprietor or legal owner) is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022, the details of its registration in the register of overseas entities established under section 3 of that Act (including any failure to register and the date of the most recent update to the register) set out in the Report on Title and/or the Additional Disclosures Schedule are true and accurate in all respects;
- 3.3.5 the consents of all third parties required before the Property can be effectively charged to the Chargee by way of legal mortgage or fixed charge are set out in the Report on Title and/or the Additional Disclosures Schedule and have been obtained and are not subject to onerous or unusual conditions;
- 3.3.6 if the Property is freehold, the Property is not registered as a freehold estate in commonhold under Part I of the Commonhold and Leasehold Reform Act 2002;
- 3.3.7 if the title to the Property is registered at HM Land Registry, the quality of the title is title absolute; and

3.3.8 if the title to the Property is not registered at HM Land Registry, then:

- (A) where the Property is freehold, it commences with a good root of title at least 15 years old; or
- (B) where the Property is leasehold, it commences with the Lease and has a good root of title at least 15 years old.

4. USE

The Company has told us that the Existing Use of the Property is under Use Class C1 as further set out in the planning report annexed to the Report on Title.

5. MATTERS AFFECTING THE PROPERTY

We have considered the statements set out in Schedule 3 to the CLLS Certificate and certify that:

- 5.1 any matters which would have been disclosed against such statements had this Certificate been in the form of a CLLS Certificate are set out in the Report on Title and/or the Additional Disclosures Schedule; and
- 5.2 such statements are true and accurate in all respects save as disclosed.

There are no other matters disclosed by our investigations referred to in this Certificate which are not specifically referred to elsewhere in this Certificate and which, in our opinion, should be brought to your attention.

6. LEASEHOLD TITLES

If the Company holds the Property under the terms of a lease, the terms of the lease are fairly and accurately summarised in the Report on Title. We have considered the statements set out in Schedule 4 Part 2 to the CLLS Certificate and certify that:

- 6.1 any matters which would have been disclosed against such statements had this Certificate been in the form of a CLLS Certificate are set out in the Report on Title and/or the Additional Disclosures Schedule; and
- 6.2 such statements are true and accurate in all respects save as disclosed.

7. LETTING DOCUMENTS

The Letting Documents are fairly and accurately summarised in the Report on Title or (in the case of Letting Documents completed after the date of the Report on Title) in the Additional Disclosures Schedule. We have considered the statements set out in Schedule 5 Part 2 to the CLLS Certificate and certify that:

- 7.1 any matters which would have been disclosed against such statements had this Certificate been in the form of a CLLS Certificate are set out in the Report on Title and/or the Additional Disclosures Schedule; and
- 7.2 such statements are true and accurate in all respects save as disclosed.

8. SEARCHES AND ENQUIRIES

Except as stated in the Report on Title and/or the Additional Disclosures Schedule and subject to any general and usual caveats or disclaimers on results of searches or replies to enquiries undertaken, the results of such searches and enquiries are either clear or do not disclose matters which, in our opinion, should be brought to your attention.

9. CONFIRMATION BY THE COMPANY

9.1 A copy of the final draft of this Certificate has been sent to the Company. The Company has confirmed to us within the five working days before the date of this Certificate that:

- 9.1.1 to the best of its knowledge, information and belief the information contained in this Certificate is true and accurate in all respects; and
- 9.1.2 save as disclosed in the Report on Title and/or the Additional Disclosures Schedule, it gives all of the confirmations on the part of the Company contained in Schedule 3, Schedule 4 Part 2 and Schedule 5 Part 2 to the CLLS Certificate as if the same were incorporated in this Certificate.

10. ASSUMPTIONS AND QUALIFICATIONS

10.1 We have not inspected the Property nor have we made any enquiries of the occupiers of the Property (other than the Company) nor, where the Property is leasehold, have we made any enquiries of any landlord or superior landlord.

10.2 We give no opinion as to the capital or rental value of the Property.

10.3 Except as disclosed in the Additional Disclosures Schedule, this Certificate does not consider:

- 10.3.1 any environmental or flood assessments, audits, surveys or other reports on the environmental condition of the Property;
- 10.3.2 other technical reports or surveys relating to the Property's condition; or
- 10.3.3 any climate change risks to the Property

and the Addressees should consider what investigations they wish to make in relation to those matters.

10.4 We have assumed that all documents relating to the Property have been validly executed and delivered by the parties to them and that such documents are within the capacity and powers of, and have been validly authorised by, each party. There is nothing on the face of those documents which we have seen which indicates otherwise.

10.5 We have assumed, and the Company has confirmed to us in writing, that:

- 10.5.1 the Company has provided us with all documents of title relating to the Property of which it has knowledge together with any other information in its possession as is material for the purpose of giving this Certificate; and
- 10.5.2 each copy document produced to us is a true copy of the original.

- 10.6 Except as disclosed in the Report on Title and/or the Additional Disclosures Schedule, where information has been provided to us by the Company, our investigations have given us no reason to doubt the accuracy of that information but we do not accept responsibility for it.
- 10.7 Whilst we express no opinion on whether any transaction affecting the Company's title to the Property may have been at an undervalue or otherwise liable to be set aside under the provisions of the Insolvency Act 1986, the Company has told us that it is not aware of any circumstances which could render any such transaction liable to be set aside under the provisions of that Act.
- 10.8 We have not investigated whether there is an intention that the terms of any relevant document should be enforceable by third parties. Except where referred to in the Report on Title and/or the Additional Disclosures Schedule, none of the documents relating to the Property expressly provides that a third party can enforce any of its terms in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 10.9 We express no opinion on whether the National Security and Investment Act 2021 applies to any transaction and have not investigated any related aspects.
- 10.10 We have not investigated whether any consents which may have been required under any mortgages or other documents which are no longer subsisting were obtained.
- 10.11 Except as disclosed in the Report on Title and/or the Additional Disclosures Schedule, we have not investigated what insurance may be in force (or the particular details of any policy) in respect of the Property.
- 10.12 We have not considered:
 - 10.12.1 whether any right including a right to light or a right to air is in the process of being acquired through prescription; nor
 - 10.12.2 whether any right including a right to light or a right to air has been acquired through prescription, except where a right is referred to in the Report on Title and/or the Additional Disclosures Schedule as having been acquired through prescription.
- 10.13 We have not checked whether any Benefit referred to in paragraph 4 of Schedule 3 of the CLLS Certificate has been properly protected (in order to bind all other persons) by
 - 10.13.1 registration or notice on the title to any registered land; or
 - 10.13.2 a caution against first registration or land charge in respect of any unregistered land.

11. CERTIFICATE

We have considered all those matters which would have been covered by a CLLS Certificate if a CLLS Certificate was to be issued in respect of the Property, the Lease and the Letting Documents (subject to the same caveats, assumptions and qualifications as are contained within a CLLS Certificate). We confirm that any such matters affecting or relating to the Property, the Lease or the Letting Documents which would have been revealed or disclosed by a CLLS Certificate are set out in this Certificate, the Report on Title and/or the Additional Disclosures Schedule.

12. THIRD PARTY RIGHTS

Nothing in this Certificate confers on any third party any rights arising pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. JURISDICTION AND APPLICABLE LAW

This Certificate is limited to the law of England and Wales as applied by the English and Welsh Courts as at the date of this Certificate and is given on the basis that it and any rights or obligations arising out of or in connection with its subject matter will be governed by and construed in accordance with the law of England and Wales. Any dispute which may arise under or in connection with this Certificate or its subject matter will be irrevocably submitted to the exclusive jurisdiction of the English and Welsh courts.

18 Irwin Mitchell LLP
Date: 15 November 2024

Signed:

Irwin Mitchell LLP

Name of law firm: Irwin Mitchell LLP

Address: 40 Holborn Viaduct

London

EC1N 2PZ

Reference: ST/05461542.4

SCHEDULE 1
ADDITIONAL DISCLOSURES SCHEDULE

NOT APPLICABLE

ANNEX

Report on title referred to in clause 1.1 of this letter

18

Iain Mitchell LP

DATED *15 November 2024*

REPORT ON TITLE

relating to
Raithwaite Estate, Sandsend Road,
Whitby, North Yorkshire YO21 3ST

To: (1) Oaknorth Bank plc as agent on behalf of the Finance Parties (as defined in the Facility Agreement) and (2) the successors and transferees of the Finance Parties

(“**Addressees**” and in this report “**you**” and Addressees have the same meaning)

Dear Sirs

RAITHWAITE ESTATE, SANDSEND ROAD, WHITBY, NORTH YORKSHIRE YO21 3ST (“PROPERTY”)

1 SCOPE OF THIS REPORT AND RELIANCE

Scope

This report has been prepared for your sole benefit in connection with your proposal to:

- (a) provide a loan for in the region of £22.5 million to GHL (Whitby) Limited (“**GHL**”) in respect of the redevelopment of the Property pursuant to a facility agreement made between interalia you and GHL (the “**Facility Agreement**”); and
- (b) for you to take a legal charge over the Property (the “**Charge**”),
(the “**Transaction**”).

This report is based upon our review of GHL’s title, the replies to enquiries given provided by GHL and search results. The results of our investigation are set out in this report and the Appendices.

Reliance

In relation to reliance on this report:

- 1) This report is addressed to and is intended solely for your benefit for the purpose of the Transaction. It may not be relied on by any other person or used for any other purpose. The giving of this report does not create any retainer with you.
- 2) This report may be disclosed to a third party but it cannot be relied on by that party.
- 3) Only an Addressee may bring a claim under this report (whether as principal or agent).
- 4) If a claim would properly lie against any other party involved in the Transaction or this report’s preparation or approval, and that party has limited or excluded its liability in respect of such claim, then our liability will not be increased by that limitation or exclusion and will be calculated as if there were no such limitation or exclusion.
- 5) Where the Addressees constitute more than one person, the Addressees acknowledge that our aggregate liability to all the Addressees is no greater than the liability we would have had if the Addressees were a single person.
- 6) We acknowledge that you are entitled to rely on the statements contained in this report even if any document or matter contained or referred to in a statement:
 - a. is in the public domain; or
 - b. has been disclosed by or on behalf of GHL to any valuers; or
 - c. is contained in any specialist report relating to the Transaction made available by or on behalf of GHL to you or your professional team; or

- d. is contained or referred to in any data room to which you or your professional team have access or has otherwise been provided to you or your professional team (in either case by or on behalf of GHL relating to the Transaction).
- 7) You agree that no individual member, partner, shareholder, consultant or employee of this firm owes you any personal duty of care and that you will not bring any claim whether in contract, tort, under statute or otherwise against any such individual but such agreement is not intended to relieve this firm, whether it is a partnership or otherwise, from any duty of care or liability in relation to the giving of this report.
- 8) The total aggregate liability of this firm (including, without prejudice to paragraph (7) above, its members, partners, shareholders, consultants and/or employees) for any damage, loss, cost, claim or expense arising out of, or in connection with this report, whether such liability arises in contract, tort, negligence or as a result of a claim for misrepresentation or breach of statutory duty or otherwise, will not exceed the total sum of £39 million.
- 9) We confirm that Irwin Mitchell LLP's professional liability cover is in excess of the total sum detailed at paragraph 8 above.

2 OPINION

We have investigated the title of the Company to the Property in the knowledge that you are relying on this report for the purpose of the Transaction. In doing so we have:

- A. examined and considered the documents of title and other documents and papers relating to the Property produced to or obtained by us;
- B. considered the results of the searches and replies to the enquiries made by us as referred to in report which are those that we consider appropriate or necessary in the circumstances of the Transaction and having regard to the location and nature of the Property; and
- C. considered the results of Land Registry priority searches dated 12 November 2024 (the "**Priority Searches**") for the benefit of the party referred to below:
 - of whole;
 - date of expiry of priority – 23 December 2024;
 - name of party having benefit of priority period – the Addressees;
 - in respect of a charge

and we confirm that the search from date used is the search from date stated on the official copies used to complete this report and this report is given solely on the basis of:

- (i) that examination and consideration and the results of those searches and enquiries; and
- (ii) material provided to us by GHL

which, so far as we are aware, is the documentation and information which we need in order to give this report.

Please note that the results of the Priority Searches are all clear save that:

- the Priority Searches for Plot 1 (NYK227910), Plot 3 (NYK213759), Plot 6 (NYK280502), Plot 10 (NYK479546) and Plot 12 (NYK432208) which details the prior applications (as 'dealings') made on 16 October 2024 and 17 October 2024 to register

the rights granted over those parts of the Property on behalf of the Purchasers by the Holiday Plots Transfers (both terms as defined in paragraph 3.4.4 and as summarised at paragraph 18.16.1);

- the priority search for Plot 13 ((NYK482474) which details the prior applications made on 16 and 17 October 2024 on behalf of the Purchasers to register the rights the relevant Holiday Plots Transfer transferred out of Plot 14 and any rights granted over Plot 14 by the relevant Holiday Plot Transfers;
- the priority search for Plot 14 (NYK484129) which details the prior applications made on 16 and 17 October 2024 on behalf of the Purchasers to register the rights the relevant Holiday Plots Transfer transferred out of Plot 14 and any rights granted over Plot 14 by the relevant Holiday Plot Transfers;
- the priority search for Plot 15 (NYK484398) which details the prior applications made on 16 and 17 October 2024 on behalf of the Purchasers to register the rights the relevant Holiday Plots Transfer transferred out of Plot 15 and any rights granted over Plot 15 by the relevant Holiday Plot Transfers; and
- the priority searches for the Holiday Plot Transfers all of which have a single prior dealing in relation to the individual applications made on behalf of the Purchasers to register the Holiday Plot Transfers.

Subject to the matters referred to in this report, neither we nor GHL know of no reason why a lender should not be registered as registered proprietor of the Charge following completion of the Transaction.

3 GENERAL POINTS TO NOTE

3.1 Title

3.1.1 Title numbers NYK479546 (Plot 10) and NYK484398 (Plot 15) are held with possessory tenure, rather than title absolute. GHL benefits from possessory title indemnity insurance, as reported on at Appendix 3 (the "**Possessory Title Indemnity Insurance Policy**"). The policy benefits any bank, building society or other similar lending institution holding a mortgage or charge on the Property so you will benefit from this title indemnity insurance.

GHL have confirmed that three of the cottages and two related parking spaces which form part of the consented development scheme will be located within part of the Property which is the subject of the Possessory Title Indemnity Insurance Policy.

GHL have confirmed that the gross development value of these cottages and parking spaces (and the remainder of Plots 10 and 15) will be in the region of £1,355,000 in total. As such, GHL consider that the cover provided by the Possessory Title Indemnity Insurance Policy (being up to £2,929,745 of cover) is more than sufficient to cover the costs associated with any claim made in respect of such cottages and/or parking spaces.

3.1.2 The Property also benefits from the following additional title indemnity policies all of which are reported on at Appendix 3:

3.1.2.1 In respect of Plot 1, Plot 5 and Plots 10 and 15 only insurance to cover the following:

3.1.2.1.1 Plot 5 – mines and minerals exceptions. Please see paragraph 8.5.2.1 for further information;

- 3.1.2.1.2 Plot 1 is subject to such restrictive covenants as may have been imposed thereon before 30 January 1973. Please see paragraph 8.1.2.3 for further information;
- 3.1.2.1.3 Plot 10 and Plot 15 – are subject to such restrictive covenants as may have been imposed before 15 October 2020. Please see paragraph 8.10.2.3 and 8.15.2.4 for further information;
- 3.1.2.2 In respect of the whole Property insurance to cover the following:
 - 3.1.2.2.1 Access insurance; and
 - 3.1.2.2.2 Chancery repair liability insurance.

The above detailed policies benefit any bank, building society or other similar lending institution holding a mortgage or charge on the Property so you will benefit from these title indemnity insurances.

- 3.1.3 The Hillside 2009 Transfer (defined at paragraph 8.2.1.1) places obligations on the owner of the Property to keep and repair the Septic Tank in good repair. Please see paragraph 8.2.1.1 for further information.
- 3.1.4 The March 2021 Transfer (defined at paragraph 8.1.1.4) places obligations on the owner of the Property to keep and repair the Estate Road in good repair. Please see paragraphs 8.1.1.4 and 8.10.2.2 for further information.
- 3.1.5 Foul water does not drain to mains, it drains to the Septic Tank. Please see paragraphs 9.3 and 13.2 for further information.
- 3.1.6 The 2004 Deed (defined at paragraph 8.13.2.9), grants rights to install and maintain gas pipeline on the Property. The location of this pipeline should be considered on any development. There are various covenants not to disturb the pipeline, without prior written consent. Please see paragraph 8.13.2.9 for further information.
- 3.1.7 Please note that if GHL were to intend to dispose of parts of the Property in the future, GHL would need to consider what rights need to be granted/retained in respect of any parts of such disposed parts and additionally whether an 'estate' service charge regime needs to be administered in respect of shared access/services. Currently there is no formal regime in place and demands for contributions towards maintenance costs are made on an ad hoc basis.

3.2 Third Party Consents

- 3.2.1 There are no third party consents required to complete the Transaction. However to the extent that GHL or you were required to sell the Property there would be third party consents required to do so and these are summarised at paragraph 7 of this report. In these circumstances, an incoming purchaser would also be required to enter into several deeds of covenants to satisfy the restrictions on title.

3.3 Searches

- 3.3.1 The Property is subject to various utilities, pipes, cabling etc which will need to be considered on development. Please see paragraph 9.6 for further information.
- 3.3.2 Save as stated in this report on title, the results of the searches do not reveal any other matters of concern in respect of the Property.

3.4 Other

- 3.4.1 GHL is in the process of negotiating and entering into a S278 and S104 Agreements (as defined at paragraph 12). Please see our comments at paragraphs 12.10 and 12.11 for further information.
- 3.4.2 GHL acquired the Property from the previous owners (Raithwaite Trading Company Limited, Raithwaite (Phase 1) Limited and Raithwaite (Phase 1B) Limited) on 3 April 2023 for the sum of £8,100,000 by virtue of a Land Registry Form TR5 (the “**TR5**”). Beyond the obligation to comply with (and indemnify the previous owners against non-compliance with) the charges, incumbrances, covenants and restrictions on title to the Property, there are no other ongoing obligations or covenants for GHL in the TR5.
- 3.4.3 The TR5 was completed pursuant to a sale and purchase agreement dated 3 March 2023 which was entered into between (1) GHL and (2) Raithwaite Trading Company Limited, Raithwaite (Phase 1) Limited, Raithwaite (Phase 1B) Limited and Raithwaite Sandsend Limited (the “**SPA**”). There are no ongoing obligations or covenants in the SPA.
- 3.4.4 On 13 September 2024, GHL transferred 21 freehold plots (the “**Holiday Plots Transfers**”) located nearby the northern entrance to the Property to a number of special purpose vehicle companies (which are wholly owned subsidiaries of GHL (the “**Holiday Home SPVs**”)) (the “**Holiday Home Plots**”). The intention is that each Holiday Home SPV will enter into construction contracts with GHL for the remaining works required to construct holiday homes at the Holiday Home Plots and thereafter the shares in the Holiday Home SPVs will be sold to the eventual purchasers.

The Holiday Plots are located within Plots 13, 14 and 15 and brief details of the transfers of the Holiday Plots Transfers are set out below with further details set out at paragraph 8.16 below.

No	Title Number out of which Holiday Plot has been transferred	Provisional Title Number allocated by HM Land Registry	Property Description	Purchaser	Tenure	Consideration received
1.	NYK484398 (Plot 15)	NYK516418	Unit C1, Saltmoore, Sandsend, to be known as C1, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 43	Whitby Limited	C1	Freehold
2.	NYK484398 (Plot 15)	NYK516385	Unit C2, Saltmoore, Sandsend, to be known as C2, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 44	Whitby Limited	C2	Freehold

3.	NYK484129 (Plot 14) and NYK484398 (Plot 15).	NYK516415	Unit C3, Saltmoore, Sandsend, to be known as C3, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 45	Whitby Limited	C3	Freehold	£50,000
4.	NYK484398 (Plot 15)	NYK516412	Unit C4, Saltmoore, Sandsend, to be known as C4, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 46	Whitby Limited	C4	Freehold	£50,000
5.	NYK484398 (Plot 15)	NYK516411	Unit C5, Saltmoore, Sandsend, to be known as C5, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 47	Whitby Limited	C5	Freehold	£50,000
6.	NYK484398 (Plot 15)	NYK516410	Unit C6, Saltmoore, Sandsend, to be known as C6, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 48	Whitby Limited	C6	Freehold	£50,000
7.	NYK484398 (Plot 15)	NYK516408	Unit C7, Saltmoore, Sandsend, to be known as C7, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 49	Whitby Limited	C7	Freehold	£50,000
8.	NYK484398 (Plot 15)	NYK516406	Unit C8, Saltmoore, Sandsend, to be known as C8, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 50	Whitby Limited	C8	Freehold	£50,000
9.	NYK484398 (Plot 15)	NYK516405	Unit C9, Saltmoore, Sandsend, to be known as C9, Raithwaite, Whitby YO21 3ST as	Whitby Limited	C9	Freehold	£50,000

			shown edged red on Plan 51				
10	NYK484398 (Plot 15)	NYK516403	Unit C10, Saltmoore, Sandsend, to be known as C10, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 52	Whitby Limited	C10	Freehold	£50,000
11	NYK484398 (Plot 15)	NYK516402	Unit C11, Saltmoore, Sandsend, to be known as C11, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 53	Whitby Limited	C11	Freehold	£50,000
12	NYK484398 (Plot 15)	NYK516400	Unit C12, Saltmoore, Sandsend, to be known as C12, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 54	Whitby Limited	C12	Freehold	£50,000
13	NYK484398 (Plot 15)	NYK516399	Unit C13, Saltmoore, Sandsend, to be known as C13, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 55	Whitby Limited	C13	Freehold	£50,000
14	NYK484398 (Plot 15)	NYK516424	Unit C14, Saltmoore, Sandsend, to be known as C14, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 56	Whitby Limited	C14	Freehold	£50,000
15	NYK482474 (Plot 13)	NYK516423	Unit CV1, Saltmoore, Sandsend, to be known as CV1, Raithwaite, Whitby	Whitby Limited	CV1	Freehold	£123,333

			YO21 3ST as shown edged red on Plan 57				
16	NYK482474 (Plot 13)	NYK516421	Unit CV2, Saltmoore, Sandsend, to be known as CV2, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 58	Whitby Limited	CV2	Freehold	£123,333
17	NYK482474 (Plot 13)	NYK516398	Unit CV3, Saltmoore, Sandsend, to be known as CV3, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 59	Whitby Limited	CV3	Freehold	£123,333
18	NYK482474 (Plot 13)	NYK516430	Unit L1, Saltmoore, Sandsend, to be known as L1, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 60	Whitby Limited	L1	Freehold	£57,599
19	NYK482474 (Plot 13)	NYK516429	Unit L2, Saltmoore, Sandsend, to be known as L2, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 61	Whitby Limited	L2	Freehold	£57,599
20	NYK482474 (Plot 13)	NYK516428	Unit L3, Saltmoore, Sandsend, to be known as L3, Raithwaite, Whitby YO21 3ST as shown edged red on Plan 62	Whitby Limited	L3	Freehold	£57,599
21	NYK482474 (Plot 13)	NYK516427	Unit L4, Saltmoore, Sandsend, to be known as L4, Raithwaite, Whitby YO21 3ST as	Whitby Limited	L4	Freehold	£57,599

			shown edged red on Plan 63			
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4 DUE DILIGENCE POINTS TO NOTE

4.1 Title

- 4.1.1 The registered proprietor of all the titles is GHL and we confirm that GHL is not an overseas entity as defined within the Economic Crime (Transparency and Enforcement) Act 2022 - therefore those provisions do not apply.
- 4.1.2 The Property benefits from the matters set out in paragraph 8 of this report and is encumbered by the burdens set out in paragraph 8 of this report.
- 4.1.3 In relation to matters which the Property benefits from, GHL have confirmed that (save as otherwise set out in this report):
 - 4.1.3.1 the benefits are enjoyed freely without interruption and restriction as to hours of use or otherwise. None of the benefits are enjoyed on terms entitling any person to terminate or curtail it;
 - 4.1.3.2 no notices materially affecting the Property or any of the benefits have been given or received by GHL; and
 - 4.1.3.3 there are no other benefits other than those stated above necessary for the use and enjoyment of the Property for the existing use or for the proposed development of the Property.
- 4.1.4 In relation to the burdens which the Property is encumbered by, GHL have confirmed that (save as otherwise set out in this report) :
 - 4.1.4.1 the burdens do not affect the Property's current use and or the proposed development of the Property; and
 - 4.1.4.2 no notices of breach of the burdens have been received by GHL.
- 4.1.5 Title numbers NYK479546 (Plot 10) and NYK484398 (Plot 15) are held with possessory tenure, rather than title absolute. GHL benefits from Possessory Title Indemnity Insurance, as reported on at Appendix 3. The policy benefits any bank, building society or other similar lending institution holding a mortgage or charge on the Property so you will benefit from this title indemnity insurance.
- 4.1.6 The Property also benefits from the following additional title indemnity policies all of which are reported on at Appendix 3:
 - 4.1.6.1 In respect of Plot 1, Plot 5 and Plots 10 and 15 only insurance to cover the following:
 - 4.1.6.1.1 Plot 5 – mines and minerals exceptions. Please see paragraph 8.5.2.1 for further information;
 - 4.1.6.1.2 Plot 1 is subject to such restrictive covenants as may have been imposed thereon before 30 January 1973. Please see paragraph 8.1.2.3 for further information;

- 4.1.6.1.3 Plot 10 and Plot 15 – are subject to such restrictive covenants as may have been imposed before 15 October 2020. Please see paragraph 8.10.2.3 and 8.15.2.4 for further information;
- 4.1.6.2 In respect of the whole Property insurance to cover the following:
 - 4.1.6.2.1 Access insurance; and
 - 4.1.6.2.2 Chancery repair liability insurance.

The above detailed policies benefit any bank, building society or other similar lending institution holding a mortgage or charge on the Property so you will benefit from these title indemnity insurances.

- 4.1.7 The Hillside 2009 Transfer (defined at paragraph 8.2.1.1) places obligations on the owner of the Property to keep and repair the Septic Tank in good repair. Please see paragraph 8.2.1.1 for further information.
- 4.1.8 The March 2021 Transfer (defined at paragraph 8.1.1.4) places obligations on the owner of the Property to keep and repair the Estate Road in good repair. Please see paragraphs 8.1.1.4 and 8.10.2.2 for further information.
- 4.1.9 Foul water does not drain to mains, it drains to the Septic Tank. Please see paragraphs 9.3 and 13.2 for further information.
- 4.1.10 The 2004 Deed (defined at paragraph 8.13.2.9), grants rights to install and maintain gas pipeline on the Property. The location of this pipeline should be considered on any development. There are various covenants not to disturb the pipeline, without prior written consent. Please see paragraph 8.13.2.9 for further information.

GHL have confirmed that the proposed development of the Property (known as 'phase 1' of such development ("Phase 1")) will not impact on the pipeline. GHL have further confirmed that the pipeline has been installed (as illustrated on Plan 37) and that any future development of the Property will consider the location of the pipeline and any consents required accordingly.

- 4.1.11 GHL have confirmed that the extent of the Phase 1 development constitutes:
 - 4.1.11.1 the refurbishment of the Keep (being Plot 11) and Raithwaite Hall (being plot 12), upgrade works to the Estate Road and the construction of 14 cottages at the entrance to the Property (described as Units C1-C14 at paragraph 3.4.4) – please note that this element of the Phase 1 development is authorised under planning permissions ZF23/02116/FL and NYM/2023/0876 both of which are reported on further in the Planning Report (attached at Appendix 2. The upgrade works to the Estate Road will also be governed by the terms of the S278 Agreement (as defined at paragraph 12.10) and the sewer/drains works will be governed by the S104 Agreement (as defined at paragraph 12.11);
 - 4.1.11.2 the construction of 3 coastal villas (described as Units CV1-CV3 at paragraph 3.4.4) – please note this element of the Phase 1 Development is authorised under planning permission 20/01808/FL which is further reported on in the Planning Report;
 - 4.1.11.3 the construction of 3 single storey lodges to create 5 woodland rooms ancillary to the existing hotel premises - please note this element of the Phase 1 Development is authorised under planning

permission NYM/2020/0702/FL which is further reported on in the Planning Report; and

- 4.1.11.4 extension works to the Keep which incorporates for the addition of a single-storey, flat roof extension to the rear of the Keep together with a proposal for a new leisure pool, steam room, sauna pod along with changing, showers and WC facilities and the necessary plant equipment – please note that planning permission is awaited for this element of the Phase 1 Development and the application was submitted to the Council on 20 August 2024 (as further reported on in the Planning Report).
- 4.1.12 Please note that if GHL were to intend to dispose of parts of the Property in the future, GHL would need to consider what rights need to be granted/retained in respect of any parts of such disposed parts and additionally whether an 'estate' service charge regime needs to be administered in respect of shared access/services. Currently there is no formal regime in place and demands for contributions towards maintenance costs are made on an ad hoc basis.

4.2 Third Party Consents

- 4.2.1 There are no third party consents required to complete the Transaction. However to the extent that GHL or you were required to sell the Property there would be third party consents required to do so and these are summarised at paragraph 7 of this report. In these circumstances, an incoming purchaser would also be required to enter into several deeds of covenants to satisfy the restrictions on title.

4.3 Searches

- 4.3.1 The Property is subject to various utilities, pipes, cabling etc which will need to be considered on development. Please see paragraph 9.6 for further information.
- 4.3.2 Save as stated in this report on title, the results of the searches do not reveal any other matters of concern in respect of the Property.

4.4 Other

- 4.4.1 GHL is in the process of negotiating and entering into a S278 and S104 Agreements (as defined at paragraph 12). Please see our comments at paragraphs 12.10 and 12.11 for further information.
- 4.4.2 Please note that an outline plan of the proposed development is annexed at Plan 42 for information purposes only.

No	Title Number	Property Description	Class of Title	Tenure	The extent of each title is shown edged red on the plan attached at Error! Reference source not found.
1.	NYK227910	Land lying to the south of Raithwaite Hall, Sandsend,	Absolute	Freehold	Plan 1

		SCARBOROUGH, NORTH YORKSHIRE ("Plot 1")			
2.	NYK372535	Hillside, Sandsend Road, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 2")	Absolute	Freehold	Plan 2
3.	NYK213759	Lake House, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 3") Please note the land edged green on Plan 3 has been removed from the title to Plot 3.	Absolute	Freehold	Plan 3
4.	NYK372534	The Lodge, Sandsend Road, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 4")	Absolute	Freehold	Plan 4
5.	NYK213824	Land lying to the north east of Sandsend Road, Sandsend, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 5")	Absolute	Freehold	Plan 5
6.	NYK280502	Land to the east of Raithwaite Hall Drive, Sandsend, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 6"). Please note that the land edged and numbered in green on Plan 6 has been removed from the title to Plot 6 and now forms part of Plots 1, 4, 7, 8, 9 and 13.	Absolute	Freehold	Plan 6
7.	NYK396385	Land on the south side of The Gatehouse, Sandsend Road, Raithwaite, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 7")	Absolute	Freehold	Plan 7
8.	NYK395782	Land on the south side of The Gatehouse, Sandsend Road, Whitby, SCARBOROUGH,	Absolute	Freehold	Plan 8

		NORTH YORKSHIRE ("Plot 8")			
9.	NYK372537	The Gatehouse, Sandsend Road, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 9")	Absolute	Freehold	Plan 9
10.	NYK479546	Land at Raithwaite Estate, Sandsend Road, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 10"). Please note that the land edged and numbered in green on Plan 10 does not form part of the Title to Plot 10, but now forms Plot 15.	Possessory	Freehold	Plan 10
11.	NYK432204	The Keep Raithwaite Estate, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 11")	Absolute	Freehold	Plan 11
12.	NYK432208	Raithwaite Hall, Raithwaite, Whitby (YO21 3ST), SCARBOROUGH, NORTH YORKSHIRE ("Plot 12"). Please note that the land tinted green on Plan 12 does not form part of the title to Plot 12. Additionally, please note that the land edged and numbered green on Plan 12 does not from part of the title to Plot 12, but now forms Plot 14.	Absolute	Freehold	Plan 12
13.	NYK482474	Land on the south side of Sandsend Road, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 13")	Absolute	Freehold	Plan 13
14.	NYK484129	Land on the south-west side of Sandsend Road, Raithwaite, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 14")	Absolute	Freehold	Plan 14

15.	NYK484398	Land on the south-west side of Sandsend Road, Raithwaite, Whitby, SCARBOROUGH, NORTH YORKSHIRE ("Plot 15")	Possessory	Freehold	Plan 15
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5 OCCUPATIONAL LEASES

The Property is sold with the benefit of two substation leases and three 999 year long leases ("Occupational Leases"). We have reported on the principal terms of the Occupational Leases at Appendix 2.

GHL have confirmed that there has not it has not received any notice of breach of its covenants as landlord of the Occupational Leases and that it has not suffered any shortfalls during the period of ownership in recovering the service charges under such Occupational Leases (as relevant). GHL have further confirmed that as of 30 October 2024 there await payment of £1,408.50 from the tenants of the Occupational Leases in respect of service charges demanded. GHL have further confirmed that the tenants of the Occupational Leases were invoiced on 1 June 2024. Given this was the first time that the tenants have been charged for a number of years, GHL have been responding to a number of enquiries raised as to the nature of these charges.

GHL have taken the decision not to chase or take enforcement action in respect of these charges (particularly given the fact that the previous owner had not charge the tenants during its ownership), but will look to escalate this to the extent any such payments have not been received once the development works to the hotel premises have been concluded.

6 CHARGES

The Property is not subject to any existing charges.

7 THIRD PARTY CONSENTS

The Property is subject to the following restrictions on the following titles. The registration of the Charge is not 'caught' by any of these restrictions, but we report on these in the context of you or GHL being required to sell the Property.

There is no provision in relation to consent not being unreasonably withheld or deemed to be given by the relevant persons from whom 'consent is required' in the below table (ie at entry 1 below), but there should be no argument as to whether such consents should be given provided that you or GHL provide such people with the related deeds of covenant required to satisfy the restrictions.

IM Note: A solicitor can self-certify to confirm that restrictions 2 to 11 have been dealt with. Third party consents would be required to be obtained in respect of restriction 1.

No	Title	Wording of Restriction	Restriction Relation to in	Type of Consent Required	Consent Required From
1.	Plot 12 & Plot 14 — NYK432208	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the	Clauses 12.7.4 and 12.7.5 of the Transfer dated 18 September 2009 have been complied with, as set	Certificate signed by the proprietor of title number:	Third party: 1. Christopher and Amanda Ashman

	NYK484129	proprietor for the time being of the estate registered under title number NYK372536, NYK372534, NYK372544, NYK372543, NYK372542, NYK372539, NYK372537, NYK496080, NYK372541, NYK372535, NYK372540, NYK372532 and NYK372533 or their conveyancer that the provisions of clauses 12.7.4 and 12.7.5 of the Transfer dated 18 September 2009 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited have been complied with	out at paragraph 8.12.2.3 of this report.	NYK372536 NYK372534 NYK372544 NYK372543 NYK372542 NYK372539 NYK372537 NYK496080 NYK372541 NYK372535 NYK372540 NYK372532 NYK372533 or their conveyancer	2. Roger and Anne Longley 3. Paul and Joanna Daniels 4. Bluebay Associates Limited 5. Anthony and Anna Hui 6. Darran and Sarah Webster 7. Michael Chapman 8. Gillian Ashbridge 9. Elisabeth Stokes
2.	Plot 12 & Plot 14 – NYK432208 NYK484129	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NYK395782 or their conveyancer that the provisions of the clauses 12.7.4 and 12.7.5 of the Transfer dated 11 April 2012 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited have been complied with.	Clauses 12.7.4 and 12.7.5 of the April 2012 Transfer have been complied with, as set out at paragraph 8.12.2.4 of this report.	Certificate signed by the proprietor of title number: NYK395782, this restriction is in favour of Plot 8	Self-certify.
3.	Plot 12 & Plot 14 – NYK432208 NYK484129	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NYK396385 or their conveyancer that the provisions of the clauses 12.7.4 and 12.7.5 of the Transfer dated 3 May 2012 made between (1) Skelwith	Clauses 12.7.4 and 12.7.5 of the May 2012 Transfer have been complied with, as set out at paragraph 8.12.2.5 of this report.	Certificate signed by the proprietor of title number: NYK396385, this restriction is in favour of Plot 7	Self-certify.

		Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited have been complied with.			
4.	Plot 12 & Plot 14 – NYK432208 NYK484129	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of the clauses 12.11.1 of the Transfer dated 1 February 2021 made between (1) Raithwaite Trading Company Limited (2) Raithwaite (Phase 1) Limited have been complied with.	Clause 12.11.1 of a Transfer dated 1 February 2021 has been complied with, as set out at paragraph 8.12.2.6 of this report.	Certificate signed by a conveyancer	Self-certify
5.	Plot 6, Plot 12 & Plot 14– NYK280502 NYK432208 NYK484129 <i>Please note that this restriction was not entered onto the proprietorship register for Plot 6 as evidently the grantee did not make the application to do so – it appears that the grantee erroneously entered the restriction on its title instead.</i>	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of 11.1 of the Deed of Easement and Covenant for York Cottage dated 3 March 2016 made between (1) Yorkshire Ventures (Estates) Limited (2) Skelwith Leisure (Raithwaite) Limited (in Administration) and (3) Jonathan Charles Marston and Howard Smith have been complied with or that they do not apply to the disposition.	Clause 11.1 of the Deed of Easement and Covenant for Discovery Cottage, Raithwaite, Whitby dated 3 March 2016 has been complied with, as set out at paragraph 8.12.2.7 of this report. Please note that Discovery Cottage is part of freehold registered title number NYK372560 for whom the registered proprietor is Raithwaite Holiday Ltd (Co Regn No 14811684).	Certificate signed by a conveyancer	Self-certify
6.	Plot 6, Plot 12 & Plot 14– NYK280502 NYK432208 NYK484129 <i>Please note that this restriction</i>	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of the Deed of Easement and Covenant for Discovery	Clause 11.1 of the Deed of Easement and Covenant for York Cottage dated 3 March 2016 have been complied with, as set out at paragraph 8.12.2.8 of this report. Please note that York Cottage is part of	Certificate signed by a conveyancer	Self-certify

	<i>was not entered onto the proprietorship register for Plot 6 as evidently the grantee did not make the application to do so – it appears that the grantee erroneously entered the restriction on its title instead.</i>	Cottage, Raithwaite, Whitby dated 3 March 2016 made between (1) Yorkshire Ventures (Estates)Limited (2) Skelwith Leisure (Raithwaite) Limited (in Administration) and (3) Jonathan Charles Marston and Howard Smith have been complied with or that they do not apply to the disposition	freehold registered title number NYK372560 for whom the registered proprietor is Raithwaite Holiday Ltd (Co Regin No 14811684).		
7.	Plot 6, Plot 12 & Plot 14– NYK280502 NYK432208 NYK484129 <i>Please note that this restriction was not entered onto the proprietorship register for Plot 6 as evidently the grantee did not make the application to do so – it appears that the grantee erroneously entered the restriction on its title instead.</i>	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of the Deed of Easement and Covenant for Pheasant Cottage, Raithwaite, Whitby dated 3 March 2016 has been complied with, as set out at paragraph 8.12.2.9 of this report. Please note that Pheasant Cottage is part of freehold registered title number NYK372560 for whom the registered proprietor is Raithwaite Holiday Ltd (Co Regin No 14811684). apply to the disposition.	Clause 11.1 of the Deed of Easement and Covenant for Pheasant Cottage, Raithwaite, Whitby dated 3 March 2016 made between (1) Yorkshire Ventures (Estates) Limited (2) Skelwith Leisure (Raithwaite) Limited (in Administration) and (3) Jonathan Charles Marston and Howard Smith have been complied with or that they do not apply to the disposition.	Certificate signed by a conveyancer	Self-certify
8.	Plot 10 & Plot 12 – NYK479546 NYK432208	No disposition of the registered estate(other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 12.11.1 of the Transfer dated 26 March 2021 referred to in the Charges Register have been complied with or that they do not apply to the disposition	Clause 12.11.1 of the Transfer dated 26 March 2021 has been complied with or does not apply to the disposition, as set out at paragraph 8.12.2.10 and 8.10.2.2 of this report.	Certificate signed by a conveyancer	Self-certify
9.	Plot 3 – NYK213759	No disposition of the registered estate (other than a charge) by the proprietor	Clause 12.11.1 of the Transfer dated 13 August 2020 has been	Certificate signed by a conveyancer	Self-certify

		of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 12.11.1 of the Transfer dated 13 August 2020 referred to in the Property Register have been complied with or do not apply to the disposition.	complied with or does not apply to the disposition, as set out at paragraph 8.3.2.3 of this report.		
10.	Plot 13 NYK482474	- No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 12.9.1 of the Transfer dated 1 February 2021 referred to in the Charges Register have been complied with or that they do not apply to the disposition.	Clause 12.9.1 of the Transfer dated 1 February 2021 has been complied with or that they do not apply to the disposition, as set out at paragraph 8.13.2.3 of this report.	Certificate signed by a conveyancer	Self-certify
11.	Plot 14 & Plot 15 - NYK484129 NYK484398	No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 12.9.1 of the Transfer dated 26 March 2021 referred to in the Property Register have been complied with or that they do not apply to the disposition.	Clause 12.9.1 of the Transfer dated 26 March 2021 have been complied with or that they do not apply to the disposition, as set out at paragraph 8.15.2.3 of this report.	Certificate signed by a conveyancer	Self-certify

8 **TITLE REPORT**

8.1 **Plot 1 (Title - NYK227910)**

8.1.1 **Benefits**

8.1.1.1 Pursuant to a transfer dated 15 September 2006 made between (1) Gertrud Tanner and (2) Derek Charles Atkinson and Maxine Ann Atkinson (“**2006 Transfer**”), Plot 1 has the benefit of the following rights over the land shown edged red on Plan 17 attached at **Error! Reference source not found.** (“**Red Land**”):

8.1.1.1.1 to access and construct an access route connecting Plot 1 with the publicly adopted highway Cliff Lane, with the point of access onto Cliff Lane being shown marked “B” and “C” on Plan 17 (“**Access**”);

IM Note: GHL have confirmed that the Access has not been constructed;

8.1.1.1.2 the exclusive right of way for the benefit of Plot 1 over the Access, subject to the owner of the Red Land having a shared right of access:

8.1.1.1.2.1 over the part of the Access crossing the line marked “X” and “Y” and “V” and “W” on Plan 17;

8.1.1.1.2.2 over the part of the Access which is necessary to give access between the Red Land and Cliff Lane

provided that the owner of the Red Land contributes to costs of maintenance of the Access;

IM Note: Given that the Access has not been constructed, GHL have confirmed that no costs are demanded;

8.1.1.1.3 to enter the Red Land to erect and maintain a stockproof fence on either side of the Access, with the owner of the Red Land covenanting to maintain in a good state of repair a stockproof fence or hedge along the boundaries of the Red Land marked with a “T” on Plan 17.

GHL have confirmed that the benefits of the 2006 Transfer are not likely to be required to be exercised in respect of the proposed development of the Property.

8.1.1.2 Pursuant to a transfer dated 13 August 2020 made between (1) Raithwaite Trading Company Limited and (2) Alison Kate McDonnell and Amy Elizabeth Wilson (“**August 2020 Transfer**”), Plot 1, Plot 3, Plot 6, Plot 11 and Plot 12 (the “**Plots**”), have the benefit of any legal easements and rights contained within the August 2020 Transfer, which include the following:

8.1.1.2.1 subjacent and lateral support from the Lake House;

- 8.1.1.2.2 free and uninterrupted right for use and passage of services and service media into and through the Lake House;
 - 8.1.1.2.3 the right to enter onto so much of the unbuilt parts of the Lake House as is necessary in order to maintain, repair, replace any adjoining boundary features, structures or building situated on the Plots;
 - 8.1.1.2.4 the right to build on the Plots as necessary, notwithstanding any disruption to the flow of air or light to the Lake House;
 - 8.1.1.2.5 the obligation that the owner of the Lake House shall pay a fair and reasonable proportion of costs incurred in relation to the carrying out of maintaining the Estate Road (defined at paragraph 8.10.2.2) and service media which serve the Lake House;
 - 8.1.1.2.6 the obligation to comply with the covenants set out in the 2009 Transfer (defined at paragraph 8.1.2.3), and contributing a fair and reasonable proportion of the provision of services to the shared services within the Property (being the Estate Roads and service media). Note that the contribution towards costs relating to costs of maintenance the Septic Tank (as defined at paragraph 8.2.1) is subject to an annual cap of £600 rising annually in line with an RPI based formula, in regard to the contribution towards to the Septic Tank;
 - 8.1.1.2.7 the covenant not to erect any permanent structure on the Lake House without obtaining consent;
 - 8.1.1.2.8 the covenant not to use the Lake House for any purpose other than as a single private dwelling house with ancillary garden save that the Lake House may be used from time to time as a holiday letting provided that the Lake House is let out as a whole at any one time;
- IM Note: The August 2020 Transfer refers to rights granted and reserved in respect of a transfer of the “Lake House” (shown edged red on Plan 18 and being the land edged green on Plan 3), the title of which was granted out of Plot 3.***
- 8.1.1.3 Pursuant to a transfer dated 1 February 2021 made between (1) Raithwaite Trading Company Limited and (2) Raithwaite (Phase 1) Limited (“**February 2021 Transfer**”), Plot 1 has the benefit of rights reserved over adjoining land (being Plots 6 and 12), but subject to rights over other parts of the Property (namely Plots 3, 10, 11 and 12) which include rights in relation to use and maintenance (and related access rights in respect) of the Estate Road (as defined at paragraph 8.10.2.2) and service media.

IM Note: The rights reserved and granted are over other parts of the Property, so are irrelevant due to unity of ownership.

IM Note 2: The February 2021 Transfer refers to rights granted and reserved in respect of a transfer of Plot 13.

8.1.1.4 Pursuant to a transfer dated 26 March 2021 made between (1) Raithwaite Trading Company Limited and (2) Raithwaite (Phase 1B) Limited (“**March 2021 Transfer**”), Plot 1 has the benefit of easements reserved over adjoining land (namely Plots 12, 6, 11, 3 and 10).

IM Note: The March 2021 Transfer includes positive obligations in relation to the Property to inspect, repair, maintain, clean, relace, renew and re-lay the estate road (shown coloured purple on Plan 20 attached at Appendix 1 (the “Estate Road”)) and service media within the ‘retained land’.

The rights reserved and granted are over other parts of the Property, so are irrelevant due to unity of ownership.

IM Note 2: The March 2021 Transfer also refers to rights granted and reserved in respect of a transfer of Plot 14. Again, the rights reserved and granted are over other parts of the Property, so are irrelevant due to unity of ownership.

8.1.2 Burdens

8.1.2.1 Plot 1 is subject to such restrictive covenants as may have been imposed thereon before 30 January 1973 and are still subsisting and capable of being enforced;

IM Note: Please note that you benefit from the title indemnity insurance in respect of the above as summarised at Appendix 3;

8.1.2.2 Pursuant to the August 2020 Transfer, Plot 1, Plot 3, Plot 6, Plot 11 and Plot 12 (the “**Plots**”) are subject to the following in favour of the Lake House:

- 8.1.2.2.1 subjacent and lateral support from the Plots;
- 8.1.2.2.2 free and uninterrupted right for use and passage of services and service media into and through the Plots;
- 8.1.2.2.3 the right to enter onto so much of the unbuilt parts of the Plots as is necessary in order to maintain, repair, replace any adjoining boundary features, structures or building situated on the Lake House;
- 8.1.2.2.4 the right to use the road coloured purple on Plan 18;
- 8.1.2.2.5 the right to alter and redevelop the Lake House, notwithstanding that those works result in a reduction in the flow of light or air to the Plots;
- 8.1.2.2.6 the positive covenant to maintain the road coloured purple on Plan 18 and service media serving the Lake House.

GHL have confirmed that £886.59 have been demanded from the Lake House in respect of maintenance of such road (and the estate roads at the Property generally). GHL have further confirmed that the road is approximately 28 meters in length and 4-6 metres in width;

- 8.1.2.2.7 the positive covenant to erect a post rail and wire fence between points marked A, B, C and D on Plan 18;
- 8.1.2.2.8 the restrictive covenant to enter into a deed of covenant in relation to the positive obligations contained within the August 2020 Transfer on any disposition (not including a charge) of the Plots.
- 8.1.2.3 Pursuant to the deed dated 13 August 2020 made between (1) Alison Kate McDonnell and Amy Elizabeth Wilson, (2) Raithwaite Trading Company Limited, (3) EJF (Raithwaite 2) Limited and (4) Grosvenor Funding Solutions Limited (“**2020 Deed**”) the restrictive covenants set out in the transfer dated 18 September 2009 made between (1) Gary Douglas and Penelope Ann Douglas and (2) Skelwith Leisure (Raithwaite) Limited (“**2009 Transfer**”) were varied. The variation being that the owners of Plot 1, Plot 2 and Plot 12 covenant not to erect any building or structures on the land shown edged purple on Plan 18, without first submitting specifications and plans to the owner of the Lake House and obtaining their consent;

IM Note: Please note the above restrictive covenant which should be a consideration on any development of the Property. The current owners of the Lake House are Alison Kate McDonnell and Amy Elizabeth Wilson. Plan 18 is not very clear but it appears that the area edged purple is Plot 1.

GHL have also confirmed that development of the Property does not impact on the area edged purple and no such consent is therefore required.

IM Note 2: GHL have confirmed that so far as it is aware the provisions of the 2020 Deed have been complied with and no notice of breach has been received during GHL's period of ownership.

IM Note 3: The 2009 Transfer transferred the whole of the Property, the Lake House was subsequently transferred out of this title and refers to the benefits and burdens listed in the 2009 Transfer. The rights and reservations relate to maintenance and use of estate roads, the Septic Tank and service media and are largely irrelevant as they relate to various plots of the Property. We have reported at paragraphs 8.1.1.2 and 8.1.2.5 where the rights and reservations relate to the Lake House.

8.2 Plot 2 (Title - NYK372535)

8.2.1 Benefits

- 8.2.1.1 Pursuant to a transfer dated 18 September 2009 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited in relation to Hillside, Whitby (“**Hillside 2009 Transfer**”), Plot 2 benefits from the below rights:

for the purposes of the Hillside 2009 Transfer:

8.2.1.1.1 “**Retained Land**” means the land comprised in title numbers NYK213759

(Plot 3), NYK280502 (Plot 6), NYK227910 (Plot 1), NYK324305, and NYK213824 (Plot 5);

IM Note: Other than title NYK324305, all titles making up the Retained Land are part of the Property. Title NYK324305 is owned by Yorkshire Ventures (Estates) Limited and relates to land immediately adjoining the Property to its western boundary, shown edged purple on Plan 22 attached at Error! Reference source not found.. Title NYK324305 is a profit à prendre title and rights reserved over this title are only in respect of sporting/shooting rights;

- 8.2.1.1.1.2 “Drive” means the parts of the Retained Land shown on Plan 19 attached at **Error! Reference source not found.** hatched in black;
- 8.2.1.1.1.3 “Car Park” means the land edged blue on Plan 19;
- 8.2.1.1.1.4 “Perpetuity Period” means the 80 year period from the date of the transfer (i.e. from 18 September 2009 to 17 September 2089);
- 8.2.1.1.2 the right to pass and repass over the parts of the Drive for the purposes of access to and egress from the property (shown edged red on Plan 19 (“**2009 Red Land**”)) to and from the A174, subject to paying a reasonable proportion of the maintenance costs and costs necessary in renewing the Drive;
- 8.2.1.1.3 the right to free and uninterrupted passage and running of services to and from the 2009 Red Land through the service apparatuses that are within the Retained Land during the Perpetuity Period and the right of entry to the Retained Land as necessary to maintain and replace any service apparatus serving 2009 Red Land, subject to payment of a fair and reasonable proportion of the costs linked with the maintenance or replacement of the service apparatus;
- 8.2.1.1.4 the right to enter the Retained Land to inspect, clean, maintain, repair and renew the boundary structures on the 2009 Red Land, or any service apparatus serving the 2009 Red Land;
- 8.2.1.1.5 the non-exclusive right to use the Car Park as temporary parking for one vehicle, for use by visitors occupying 2009 Red Land as a holiday cottage. This right is subject to payment of a reasonable proportion of the costs of maintaining and renewing the Car Park.

IM Note: GHL have confirmed that there have been no demands in respect of maintenance and renewal of the Car Park during its ownership, but costs have been demanded on an ad hoc basis in respect of the Septic Tank (defined below). GHL have confirmed that it has issued demands to the long leasehold tenant of Plot 2 (as further detailed at paragraph 8.2.2.2) in respect of the Car Park and the Septic Tank.

- 8.2.1.1.6 ***GHL have confirmed that the sums demanded from all third party cottage owners across the Property amounts to a total of £20,132.98 – this sum relates to contributions towards estate roads, car parks and the Septic Tank in relation to the septic tank or other private water drainage systems and ancillary apparatus located on the Retained Land and serving the 2009 Red Land (“Septic Tank”):***
- 8.2.1.1.7 the right to use, connect, repair, replace, cleanse, upgrade and renew the Septic Tank;
- 8.2.1.1.8 the right to allow any contracts, agents, service providers, or any other authorised person to access the Retained Land and the Drive for the purposes of maintaining the Septic Tank and service apparatus,
- 8.2.1.2 Plot 2 also benefits from the following restrictive covenants made by the transferor of the Hillside 2009 Transfer:
- 8.2.1.2.1 not to disrupt, alter, remove, replace or encumber the Septic Tank or service apparatus, or the use and enjoyment of the same;
- 8.2.1.2.2 not to allow any additional person or entity to have the benefit of using or draining to Septic Tank without prior written consent;
- 8.2.1.2.3 to keep and maintain the Septic Tank and service apparatus on the Retained Land and serving the 2009 Red Land in good and substantial repair and condition, and to keep the same cleansed and in good working condition; and
- 8.2.1.2.4 to remove any waste from time to time deposited in the Septic Tank; and
- 8.2.1.2.5 not to make a disposition of the whole or part of the Retained Land registered under title number NYK213759 without ensuring the proposed transferee has executed a Deed of Covenant;

IM Note: As referenced above, the benefits and burdens set out in the Hillside 2009 Transfer largely affect the titles making up the Property. The only other title affected is title NYK324305, which is owned by Yorkshire Ventures (Estates) Limited, as this a prendre title (and relates to sporting/shooting rights).

IM Note 2: The Hillside 2009 Transfer refers to rights granted and reserved in respect of a transfer of Hillside Cottage (which is Plot 2).

IM Note 3: GHL have confirmed with respect to its period of ownership that so far as it is aware the provisions of the Hillside 2009 Transfer have been complied with and no notices of breach have been received.

8.2.2 **Burdens**

- 8.2.2.1 Pursuant to the Hillside 2009 Transfer, Plot 2 is subject to the following rights in favour of the proprietor of the Retained Land (which is currently only relevant in respect of title number NYK324305 as detailed at paragraph 8.2.1.1 as the remainder of the Retained Land forms part of the Property):
- 8.2.2.1.1 the right to the free and uninterrupted passage and running of services to and from the Retained Land through service apparatus that are within the 2009 Red Land during the Perpetuity Period, and the right of entry as reasonably necessary to maintain and replace any service apparatus serving the Retained Land, subject to payment of a fair and reasonable proportion of the costs linked with the maintenance or replacement of the service apparatus;
- 8.2.2.1.2 at the cost of the proprietor of the Retained Land, within the Perpetuity Period, the right to divert any service apparatus within the Retained Land serving the 2009 Red Land so long as the relevant services are not materially adversely affected and do not become materially less convenient, together with the right to enter the 2009 Red Land as necessary in connection with such works;
- 8.2.2.1.3 the right to enter the 2009 Red Land (other than land covered by a building) as necessary for maintaining and renewing the boundary structures on the retained land or any service apparatus serving the Retained Land, and to remedy any breach of the obligations within the Hillside 2009 Transfer; and
- 8.2.2.1.4 the right to vary the route of the Drive within the Perpetuity Period, subject to serving a notice two months in advance specifying the details;
- 8.2.2.1.5 the restrictive covenant not to park motor vehicles or obstruct any part of the Retained Land, including the Drive.
- 8.2.2.2 Plot 2 is subject to the 999 year lease dated 24 May 2012 of Hillside Cottage (and registered with leasehold title NYK397257), which is summarised at Appendix 2.

8.3 **Plot 3 (Title - NYK213759)**

8.3.1 **Benefits**

- 8.3.1.1 Pursuant to a conveyance dated 11 August 1938 made between (1) George Pyman (“**Vendor**”) and (2) William Pears Ansell (“**1938 Conveyance**”), the following provision is in effect:

no foreshore or foreshore rights are included in the sale but subject thereto that all ways, rights, drains, watercourses and other matters which are in the nature of easements affecting Plot 3 or which have hitherto been enjoyed by the occupiers thereof or of the said adjoining property belonging to the Vendor shall as between Plot 3 and the said adjoining property and the owners and occupiers thereof respectively be deemed to be ancient rights or easements and to have been indefeasibly acquired for and against the said properties which is, are or may be affected;

IM Note: It is unclear over which land the above benefit is granted. The Land Registry are unable to provide a copy of the conveyance so that we may ascertain this;

- 8.3.1.2 The land edged green on Plan 3 has been removed from the title and registered under freehold title NYK478900 – this is the title for the lake house (owned by Alison Kate McDonnell and Amy Elizabeth Wilson);
- 8.3.1.3 Plot 3 also benefits from the rights granted in the 2006 Transfer referred to at paragraph 8.1.1.1 of this report;
- 8.3.1.4 Pursuant to the 2009 Transfer, Plot 3 benefits from various rights and reservations in relation to service media, access and use/maintenance of a septic tank;
- 8.3.1.5 Plot 3 also benefits from the rights granted in the August 2020 Transfer referred to at paragraph 8.1.1.2 of this report;
- 8.3.1.6 Plot 3 also benefits from the rights granted in the February 2021 Transfer referred to at paragraph 8.1.1.3 of this report;
- 8.3.1.7 Plot 3 also benefits from the rights granted in the March 2021 Transfer referred to at paragraph 8.1.1.4 of this report.

8.3.2 **Burdens**

- 8.3.2.1 Plot 3 is subject to a restriction that no disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.11.1 of the August 2020 Transfer have been complied with;

IM Note: clause 12.11.1 of the August 2020 Transfer requires a deed of covenant to be entered into, confirming that the new owner of the property shall comply with the covenants to carry out the “Retained Land Services”. The Retained Land Services being maintaining the road coloured purple on Plan 18 and any service media lying under the road;

IM Note 2: This is not required or relevant in respect of the registration of the Charge;

IM Note 3: GHL have confirmed with respect to its period of ownership that so far as it is aware the provisions of the August 2020 Transfer have been complied with and no notice of breach have been received.

- 8.3.2.2 Pursuant to a lease of the land numbered 1 in blue on Plan 3, the right for the lessee and its workmen at all times during the term of the lease granted:
- 8.3.2.2.1 to pass and repass with or without vehicles plant and equipment over and along the adjoining land of the Lessors in the position coloured brown and yellow on Plan 3;
 - 8.3.2.2.2 to lay, maintain, renew, remove, repair and use underground electric cables in the position coloured blue and yellow on Plan 3;
 - 8.3.2.2.3 to enter Plot 3 with or without plant and apparatus as may be necessary for the purpose of laying, inspecting, maintaining, renewing repairing or removing any such electric cables and apparatus;
- 8.3.2.3 Pursuant to the 2009 Transfer, Plot 3 is subject to various rights and reservations in relation to service media, access and use/maintenance of a septic tank;
- 8.3.2.4 Plot 3 is also subject to the rights set out at paragraph 8.1.2.3 pursuant to the 2020 Deed;
- 8.3.2.5 Plot 3 is subject to the electricity substation lease dated 11 August 1995 which is registered with leasehold title number NYK170731, which is summarised at Appendix 2.

8.4 **Plot 4 (Title - NYK372534)**

8.4.1 Benefits

- 8.4.1.1 Pursuant to a transfer dated 18 September 2009 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited in relation to The Lodge, Whitby (“**Lodge 2009 Transfer**”), Plot 4 benefits from the same rights as referred to in the Hillside 2009 Transfer and set out at paragraph 8.2.1 of this report;

IM Note: The rights granted by the Lodge 2009 Transfer, benefit Plot 4 rather than the 2009 Red Land;

8.4.2 Burdens

- 8.4.2.1 Pursuant to the Lodge 2009 Transfer, Plot 4 is subject to the same rights as the Hillside 2009 Transfer, as set out at paragraph 8.2.2.2 of this report;

IM Note: The above rights relate to Plot 4 rather than the 2009 Red Land;

- 8.4.2.2 Plot 4 is subject to the 999 year lease of 'The Lodge' dated 30 May 2012 (and registered under leasehold title number NYK398120), which is summarised at Appendix 2.

8.5 **Plot 5 (Title - NYK213824)**

8.5.1 **Benefits**

8.5.1.1 Pursuant to a deed of grant dated 29 May 1906 made between (1) Walter Herbert Septimus Pyman and (2) The North Eastern Railway Company, Plot 5 benefits from the following right granted, over the land coloured pink on the plan attached to the deed:

8.5.1.1.1 To construct, erect and thereafter maintain such slag banks, sea walls and other works as may from time to time be necessary for the protection, support and maintenance of the railway and to fence off such land from the sea shore;

IM Note: The Land Registry have provided us with a poor quality copy of the deed. We have reported on the deed as much as possible and have not been given a colour copy of the plan, so it is unknown over which land the right is granted.

GHL have confirmed that the benefits of these rights are not required for the proposed development of the Property;

8.5.1.2 Plot 5 also benefits from the rights reserved at paragraph 8.1.1.1 in respect of the 2006 Transfer;

8.5.1.3 Plot 5 also benefits from the rights granted at paragraph 8.3.1.3 in respect of the 2009 Transfer;

8.5.1.4 Pursuant to the transfer dated 11 April 2012 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited (“April 2012 Transfer”), Plot 5 benefits from the same rights as referred to in the Hillside 2009 Transfer and set out at paragraph 8.2.1 of this report;

IM Note: The rights granted by the April 2012 Transfer benefit Plot 5 rather than the 2009 Red Land.

8.5.2 **Burdens**

8.5.2.1 Mines and minerals are excepted from the title of Plot 5;

IM Note: You benefit from the provisions of the title indemnity insurance policy summarised at Appendix 3 in respect of the exception of mines and minerals;

8.5.2.2 Pursuant to the conveyance dated 5 June 1963 made between (1) British Railways Board (“Board”) and (2) William Headlam, Plot 5 is subject to the right in favour of the Board, to enter onto Plot 5 for the purpose of inspecting and if necessary for repairing and maintaining any such accommodation works and fences;

IM Note: We are unable to confirm who the beneficiary of this right is now, however from reviewing Google maps it appears that Plot 5 is coastal slopes so in practice it is unlikely that this right is used;

8.5.2.3 Plot 5 is also subject to the rights reserved at paragraph 8.3.1.3 in respect of the 2009 Transfer;

8.5.2.4 Pursuant to the April 2012 Transfer, Plot 5 is subject to the same rights as the Hillside 2009 Transfer, as set out at paragraph 8.2.2.1 of this report;

IM Note: The above rights relate to Plot 5 rather than the 2009 Red Land;

8.5.2.5 Plot 5 is subject to the easements granted in the three 999 year leases dated 27 April 2012 (in respect of Gatehouse Cottage and registered under title number NYK397093), 24 May 2012 (in respect of the Hillside Cottage and registered under title number NYK397257) and 30 May 2012 (in respect of the Lodge and registered under title number NYK398120), which are summarised at Appendix 2.

8.6 Plot 6 (Title - NYK280502)

8.6.1 Benefits

- 8.6.1.1 Please note that the land edged and numbered in green on Plan 6 no longer forms part of Plot 6 and instead forms parts of Plot 1, Plot 4, Plot 7, Plot 8, Plot 9 and Plot 13.
- 8.6.1.2 Plot 6 also benefits from the rights granted in the May 2003 Transfer (defined at paragraph 8.13.1.1), referred to at paragraph 8.13.1.1 of this report;
- 8.6.1.3 Plot 6 also benefits from the rights granted in the 2006 Transfer, referred to at paragraph 8.1.1.1 of this report;
- 8.6.1.4 Plot 6 also benefits from the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.4 of this report;
- 8.6.1.5 Plot 6 also benefits from the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.1.4 of this report;
- 8.6.1.6 Plot 6 also benefits from the rights granted in the May 2012 Transfer, referred to at paragraph 8.13.1.4 of this report;
- 8.6.1.7 Pursuant to a Deed relating to Discovery Cottage dated 3 March 2016 made between (1) Yorkshire Ventures (Estates) Limited (2) Skelwith Leisure (Raithwaite) Limited (in administration) and (3) Jonathan Charles Marston and Howard Smith (“**Discovery March 2016 Deed**”), Plot 6 benefits from the following rights over the land shown edged red on Plan 25 attached at **Error! Reference source not found.** (“**2016 Red Land**”). The 2016 Red Land forms part of freehold registered title number NYK372560 for whom the registered proprietor is Raithwaite Holiday Ltd (Co Regin No 14811684):
- 8.6.1.7.1 the right to build upon Plot 6 or to develop, provided that such works do not interfere with or obstruct the 2016 Red Land;
- 8.6.1.7.2 the right to vary the route of the drive (shown coloured black on Plan 25 (“**2016 Drive**”)), upon giving two months written notice to the owner of the 2016 Red land;

- 8.6.1.7.3 the right to the free and uninterrupted passage and running of services to and from Plot 6;
 - 8.6.1.7.4 the right to divert any of the service apparatus servicing the 2016 Red Land provided that the services enjoyed are not materially affected, together with the right where necessary to enter upon the 2016 Red Land with such workmen and equipment as are necessary in connection with such works;
 - 8.6.1.7.5 the right to enter upon the 2016 Red Land, so far as necessary in connection with inspecting or maintaining the walls, buildings, hedges, fences or other boundary structures or any service apparatus serving Plot 6;
- 8.6.1.8 Plot 6 also benefits from the rights reserved in a deed relating to York Cottage dated 3 March 2016 made between (1) Yorkshire Ventures (Estates) Limited (2) Skelwith Leisure (Raithwaite) Limited (in administration) and (3) Jonathan Charles Marston and Howard Smith (“**York March 2016 Deed**”), the rights reserved are the same as those in the March 2016 Deed and set out at paragraph 8.6.1.7;

IM Note: The benefits in the York March 2016 Deed are the same, except that they relate to the adjoining land York Cottage and not the 2016 Red Land;

- 8.6.1.9 Plot 6 also benefits from the rights reserved in a deed relating to Pheasant Cottage dated 3 March 2016 made between (1) Yorkshire Ventures (Estates) Limited (2) Skelwith Leisure (Raithwaite) Limited (in administration) and (3) Jonathan Charles Marston and Howard Smith (“**Pheasant March 2016 Deed**”), the rights reserved are the same as those in the March 2016 Deed and set out at paragraph 8.6.1.7;

IM Note: The benefits in the Pheasant March 2016 Deed are the same, except that they relate to the adjoining land Pheasant Cottage and not the 2016 Red Land;

- 8.6.1.10 Plot 6 also benefits from the rights granted in the August 2020 Transfer, referred to at paragraph 8.1.1.2 of this report;
- 8.6.1.11 Plot 6 also benefits from the rights granted in the February 2021 Transfer, referred to at paragraph 8.1.1.3 of this report;
- 8.6.1.12 Plot 6 also benefits from the rights granted in the March 2021 Transfer, referred to at paragraph 8.1.1.4 of this report.

8.6.2 **Burdens**

- 8.6.2.1 Plot 6 is subject to the rights set out in the May 2003 Transfer, referred to at paragraph 8.13.2.2 of this report;
- 8.6.2.2 Plot 6 is subject to the rights set out in the 2009 Transfer, referred to at paragraph 8.3.2.3 of this report;
- 8.6.2.3 Plot 6 is subject to the rights set out in the April 2012 transfer, referred to at paragraph 8.5.2.4 of this report;

- 8.6.2.4 Plot 6 is subject to the rights granted in the May 2012 Transfer, referred to at paragraph 8.13.2.5 of this report;
- 8.6.2.5 Pursuant to the Discovery March 2016 Deed, Plot 6 is subject to the following in favour of the 2016 Red Land:
- 8.6.2.5.1 the right to pass over Plot 6 with or without motor vehicles over the 2016 Drive for access and egress from the 2016 Red Land;
 - 8.6.2.5.2 the right to pass over Plot 6 with or without motor vehicles over all other 'Common Areas' (defined as drives, pathways and forecourts leading to and from the adopted highway Sandsend Road), for the purpose of accessing the Car Park (coloured blue on Plan 25 or such other care park area as GHL shall allocate for use for parking from time to time), the Septic Tank, patio areas and pathways immediately adjoining the 2016 Red Land);
 - 8.6.2.5.3 the right to free and uninterrupted passage of services through the service apparatus on Plot 6;
 - 8.6.2.5.4 the right to enter upon Plot 6, so far as necessary in connection with inspecting or maintaining the walls, buildings, hedges, fences or other boundary structures or any service apparatus serving the 2016 Red Land;
 - 8.6.2.5.5 the non-exclusive right to use the Car Park to park one motor car on the land shown coloured blue on Plan 25;
 - 8.6.2.5.6 the right to use, connect and drain into the Septic Tank, including all areas of Plot 6 upon which the Septic Tank may be located;
 - 8.6.2.5.7 the covenant not to interfere or obstruct the rights granted to the owner of the 2016 Red Land;
 - 8.6.2.5.8 the covenant not to disrupt, alter or encumber the Septic Tank;
 - 8.6.2.5.9 subject to receiving a contribution towards costs of the same, to maintain, repair and renew the 2016 Drive, Car Park, the Septic Tank and service apparatus and to keep them in good condition;

IM Note: GHL have confirmed that the cottage owners are charged for a contribution towards maintaining the Estate Road.

GHL have confirmed that the sums demanded from all third party cottage owners across the Property amounts to a total of £20,132.98 – this sum relates to contributions towards estate roads, car parks and the Septic Tank;

8.6.2.5.10 the restriction not to dispose of Plot 6 without entering into a deed of covenants, covenanting that the above rights and covenants will be adhered to;

IM Note: You will not need to enter into a deed of covenant to comply with this as the Charge will be excluded from this restriction;

8.6.2.6 Pursuant to the York March 2016 Deed, Plot 6 is subject to the same rights as the Discovery March 2016 Deed, as set out at paragraph 8.6.2.5 of this report;

IM Note: The rights in the York March 2016 Deed are the same, except that they relate to the adjoining land York Cottage and not the 2016 Red Land;

8.6.2.7 Pursuant to the Pheasant March 2016 Deed, Plot 6 is subject to the same rights as the Discovery March 2016 Deed, as set out at paragraph 8.6.2.5 of this report;

IM Note: The rights in the Pheasant March 2016 Deed are the same, except that they relate to the adjoining land York Cottage and not the 2016 Red Land;

8.6.2.8 Plot 6 is subject to the rights granted in the February 2021 Transfer, referred to at paragraph 8.13.2.7 of this report;

8.6.2.9 Pursuant to the Deed dated 6 May 2003 made between (1) Gertrud Tanner and (2) T M H Developments Limited (“**May 2003 Deed**”), Plot 6 is subject to the following in favour of TMH Developments Limited:

8.6.2.9.1 the right to install the following pipes on the land shown coloured orange on Plan 24 attached at **Error! Reference source not found.** (“**Orange Land**”):

8.6.2.9.1.1 a pipe for drainage of surface water from the land shown blue on Plan 24 (“**Second Blue Land**”);

8.6.2.9.1.2 a pipe for drainage of clean water from a septic tank on the Second Blue Land;

8.6.2.9.1.3 a pipe for the supply of gas to the Second Blue Land from the gas main in Raithwaite Hall;

8.6.2.9.1.4 such other pipes as may time to time be agreed;

8.6.2.9.2 the right to use the water pipes for the passage of clean water from the Second Blue Land into Newholm Beck and to use the other pipes for the passage of gas to the Second Blue Land; and

8.6.2.9.3 the right to carry out maintenance works on the pipes;

IM Note: The May 2003 Deed includes provisions for an annual payment to be made to the owner of the Orange Land (namely GHL). GHL have confirmed that it has not made any demands

for maintenance contributions during its ownership nor have they established what the level of such costs may be.

GHL have further confirmed that development of the Property will not impact on the rights reserved pursuant to the May 2003 Deed or its ability to comply with its covenants pursuant to the May 2003 Deed.

- 8.6.2.10 Plot 6 is subject to the rights granted in the 2004 Deed, referred to at paragraph 8.13.2.8 of this report;
- 8.6.2.11 Plot 6 is subject to the 999 year leases dated 27 April 2012 (in respect of Gatehouse Cottage and registered under title number NYK397093), 24 May 2012 (in respect of the Hillside Cottage and registered under title number NYK397257) and 30 May 2012 (in respect of the Lodge and registered under title number NYK398120),, which are summarised at Appendix 2.

8.7 Plot 7 (Title - NYK396385)

8.7.1 Benefits

- 8.7.1.1 Pursuant to a transfer dated 3 May 2012 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited ("**May 2012 Transfer**"), Plot 7 benefits from the same rights as referred to in the Hillside 2009 Transfer and set out at paragraph 8.2.1.1 of this report;

IM Note: The rights granted by the May 2012 Transfer, benefit Plot 7 rather than the 2009 Red Land.

8.7.2 Burdens

- 8.7.2.1 Pursuant to the May 2012 Transfer, Plot 7 is subject to the same rights as the Hillside 2009 Transfer, as set out at paragraph 8.2.2.1.1 of this report;

IM Note: The above rights relate to Plot 7 rather than the 2009 Red Land;

IM Note 2: GHL have confirmed so far as it is aware with respect to its period of ownership that the provisions of the May 2012 Transfer have been complied with and no notice of breach has been received.

- 8.7.2.2 Plot 7 is subject to the easements granted in the 999 year lease of the Lodge dated 30 May 2012, which is summarised at Appendix 2.

8.8 Plot 8 (Title - NYK395782)

8.8.1 Benefits

- 8.8.1.1 Pursuant to the transfer April 2012 Transfer, Plot 8 benefits from the same rights as referred to in the Hillside 2009 Transfer and set out at paragraph 8.2.1.1 of this report;

IM Note: The rights granted by the April 2012 Transfer, benefit Plot 8 rather than the 2009 Red Land.

8.8.2 **Burdens**

- 8.8.2.1 Pursuant to the April 2012 Transfer, Plot 8 is subject to the same rights as the Hillside 2009 Transfer, as set out at paragraph 8.2.2.1 of this report;

IM Note: The above rights relate to Plot 8 rather than the 2009 Red Land;

IM Note 2: GHL have confirmed with respect to GHL's period of ownership that so far as it is aware the provisions of the April 2012 Transfer have been complied with and no notice of breach has been received.

- 8.8.2.2 Plot 8 is subject to the 999 year leases dated 27 April 2012 in respect of Hillside Cottage and 24 May 2012 in respect of Gatehouse Cottage, which are summarised at Appendix 2.

8.9 **Plot 9 (Title - NYK372537)**

8.9.1 **Benefits**

- 8.9.1.1 Pursuant to a transfer dated 18 September 2009 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited in relation to The Gatehouse, Whitby ("Gatehouse 2009 Transfer"), Plot 9 benefits from the same rights as the Hillside 2009 Transfer and set out at paragraph 8.2.1.1 of this report;

IM Note: The rights granted by the Gatehouse 2009 Transfer, benefit Plot 9 rather than the 2009 Red Land.

8.9.2 **Burdens**

- 8.9.2.1 Pursuant to the Gatehouse 2009 Transfer, Plot 9 is subject to the same rights as the Hillside 2009 Transfer, as set out at paragraph 8.2.2.2 of this report;

IM Note: The above rights relate to Plot 9 rather than the 2009 Red Land;

IM Note 2: GHL have confirmed that so far as it is aware with respect to the GHL's period of ownership that the provisions of the Gatehouse 2009 Transfer have been complied with and no notice of breach has been received.

- 8.9.2.2 Plot 9 is subject to the 999 year lease of Gatehouse Cottage dated 27 April 2012, which is summarised at Appendix 2.

8.10 **Plot 10 (Title - NYK479546)**

IM Note: Title to this part of the Property has been granted on possessory tenure. Plot 10 was registered in 2020, through a claim for adverse possession. GHL has

confirmed that no claims against the Possessory Indemnity Insurance Policy have been made.

8.10.1 Benefits

- 8.10.1.1 Plot 10 also benefits from the rights granted in the February 2021 Transfer referred to at paragraph 8.1.1.3 of this report;
- 8.10.1.2 Plot 10 also benefits from the rights granted in the March 2021 Transfer referred to at paragraph 8.1.1.4 of this report.

8.10.2 Burdens

- 8.10.2.1 There is a restriction that no disposition of Plot 10 is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.11.1 of the March 2021 Transfer have been complied with or that they do not apply to the disposition;

IM Note: clause 12.11.1 requires any donee to enter into a deed of covenant, adhering to maintain the Estate Road and common parts of Raithwaite Estate. This is not relevant or required in respect of the Charge;

- 8.10.2.2 Plot 10 is subject to such restrictive covenants as may have been imposed before 15 October 2020 and are still subsisting and capable of being enforced;
-
- IM Note: You benefit from the provisions of the title indemnity policy in respect of the same as reported on at Appendix 3;***
- 8.10.2.3 Plot 10 is subject to the restrictive covenant contained within the March 2021 Transfer, being that the restriction set out at paragraph 8.15.2 of this Report is complied with.
- 8.10.2.4 Please note that the land edged and numbered in green on Plan 10 has been removed from Plot 10 (this is Plot 15).

8.11 Plot 11 (Title - NYK432204)

8.11.1 Benefits

- 8.11.1.1 Plot 11 also benefits from the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.4 of this report;
- 8.11.1.2 Plot 11 also benefits from the rights granted in the August 2020 Transfer, referred to at paragraph 8.1.1.2 of this report;
- 8.11.1.3 Plot 11 also benefits from the rights granted in the February 2021 Transfer, referred to at paragraph 8.1.1.3 of this report;
- 8.11.1.4 Plot 11 also benefits from the rights granted in the March 2021 Transfer, referred to at paragraph 8.1.1.4 of this report.

8.11.2 Burdens

- 8.11.2.1 Plot 11 is subject to the rights set out in the 2009 Transfer, referred to at paragraph 3 of this report;

- 8.11.2.2 Please note that Plots 11 and 12 are subject to terms of a licence to occupy dated 3 April 2023 and entered into between (1) GHL and (2) Raithwaite Whitby Limited (the “**Licensee**”) (the “**Licence to Occupy**”). The Licensee is a wholly owned subsidiary of GHL. The key provisions of the Licence to Occupy are summarised below:
- 8.11.2.2.1 the Licensee is granted licence to occupy the buildings, grounds, landscaped areas and service areas forming the Hotel and the Keep buildings for use as a hotel, restaurant and licensed bar, guest accommodation, spa and swimming pool;
 - 8.11.2.2.2 the licence period was granted from 3 April 2023 until the earliest of:
 - 8.11.2.2.2.1 22 April 2026;
 - 8.11.2.2.2.2 the expiry of not less than 3 months' written notice given by the Licensee to GHL – note that termination is subject to payment of all sums due under the Licence to Occupy prior to the termination date;
 - 8.11.2.2.2.3 the expiry of not less than 3 months' written notice given by GHL to the Licensee;
 - 8.11.2.2.2.4 The expiry of any notice given by GHL to the Licensee in respect of breach of the Licensee's obligations in the Licence to Occupy;
 - 8.11.2.2.3 on the first day of each month, the Licensee pays a monthly licence fee of £10,000 (excluding VAT) and a facilities charge (which is a fair and reasonable proportion of any facilities used by the Licensee. The Licensee is responsible for payment of all other outgoings and use of utilities; and
 - 8.11.2.2.4 the Licence to Occupy contains various covenants relating to how the Licensee will operate, maintain, repair, upkeep etc the Hotel and the Keep.

8.12 **Plot 12 (Title - NYK432208)**

8.12.1 **Benefits**

- 8.12.1.1 Please note that the land tinted green on Plan 12 is not included in Plot 12.
- 8.12.1.2 Please note that the land edged and numbered green on Plan 12 does not form part of Plot 12, but is now Plot 14.
- 8.12.1.3 Plot 12 has the benefit of any legal easements reserved by transfers of adjoining land shown tinted green on Plan 12 – the transfers are only referenced generically on the title register;

- 8.12.1.4 Plot 12 also benefits from the rights granted in the 1938 Conveyance, referred to at paragraph 8.3.1.1 of this report;
- 8.12.1.5 Plot 12 also benefits from the rights granted in the 2006 Transfer, referred to at paragraph 8.1.1.1 of this report;
- 8.12.1.6 Plot 12 also benefits from the rights granted in the Hillside 2009 Transfer, referred to at paragraph 8.2.1.1 of this report. The rights granted under the Hillside Transfer 2009, were varied and released pursuant to the following deeds dated 29 January 2020:
- 8.12.1.6.1.1 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) Thincats Loan Syndicates Limited in respect of title NYK372536 ("**Rambling Rose Cottage**");
- 8.12.1.6.1.2 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) Thincats Loan Syndicates Limited in respect of title NYK496080 ("**Jasmine Cottage**");
- 8.12.1.6.1.3 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) TFG Capital Limited and (4) Neal Investment Limited, Helen Smith and Martin Smith and EBOR Trustees as trustees of the Smith Brother 1984 Pension Scheme and Andrew Frey and David Fordham and Bespoke Pension Solutions Limited as trustees of the Bradshaws Direct Limited DBRS SSAS in respect of title NYK372543 ("**Home Farm House**");
- 8.12.1.6.1.4 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) Thincats Loan Syndicates Limited in respect of title NYK372542 (the "**Gardeners Cottage**");
- 8.12.1.6.1.5 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) Thincats Loan Syndicates Limited in respect of title NYK372540 ("**Fruit House Cottage**");
- 8.12.1.6.1.6 made between (1) Raithwaite Trading Company Limited (2) Yorkshire Ventures (Real Estate) Limited and (3) Thincats Loan Syndicates Limited in respect of title NYK372544 (the "**Clematis Cottage**");

together known as the “**2020 Variations**”;

- 8.12.1.6.2 The right to use the Car Park referred to at paragraph 8.2.1.1.5 of this Report was released and a new right was granted to the registered proprietors of Rambling Rose Cottage, Jasmine Cottage, Home Farm House, Gardeners Cottage, Fruit House Cottage and Clematis Cottage, which permits the right of non-exclusive parking of one motor vehicle, subject to paying a fair and reasonable proportion of maintenance costs;
- 8.12.1.6.3 The mechanism of calculating the proportion of costs due was varied to include a base contribution of £0.75 per square foot x the internal area of each cottage, this figure was then to be multiplied by an RPI indexation calculation;

IM Note: GHL have confirmed that in practice no maintenance sums have been demanded in respect of car parking contributions historically.

However GHL have confirmed that the sums recently demanded from all third party cottage owners across the Property amounts to a total of £20,132.98 – this sum relates to contributions towards estate roads, car parks and the Septic Tank;

- 8.12.1.7 Plot 12 also benefits from the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.1.4 of this report;
- 8.12.1.8 Plot 12 also benefits from the rights reserved in the May 2012 Transfer, referred to at paragraph 8.3.1.5 of this report;
- 8.12.1.9 Plot 12 also benefits from the rights reserved in the Discovery March 2016 Deed, referred to at paragraph 8.6.1.7 of this report;
- 8.12.1.10 Plot 12 also benefits from the rights reserved in the York March 2016 Deed, referred to at paragraph 8.6.1.8 of this report;
- 8.12.1.11 Plot 12 also benefits from the rights reserved in the Pheasant March 2016 Deed, referred to at paragraph 8.6.1.9 of this report;
- 8.12.1.12 Plot 12 also benefits from the rights reserved in the August 2020 Transfer, referred to at paragraph 8.1.1.2 of this report;
- 8.12.1.13 Plot 12 also benefits from the rights reserved in the February 2021 Transfer, referred to at paragraph 8.1.1.3 of this report;
- 8.12.1.14 Plot 12 also benefits from the rights reserved in the March 2021 Transfer, referred to at paragraph 8.1.1.4 of this report;

8.12.2 **Burdens**

- 8.12.2.1 Plot 12 is subject to restrictions on title, that no disposition of Plot 12 (other than a charge) is to be registered without a certificate signed by the proprietor for the time being of the estates registered under title numbers NYK372536, NYK372534, NYK372544, NYK372543, NYK372542, NYK372539, NYK372537, NYK496080,

NYK372541, NYK372535, NYK372540, NYK372532 and NYK372533 or their conveyancer that the provisions of clauses 12.7.4 and 12.7.5 of the Hillside 2009 Transfer have been complied with;

IM Note: Clauses 12.7.4 and 12.7.5 require a donee to enter into a deed of covenant, covenanting to keep and maintain the Septic Tank and service media in good repair. This is not relevant or required in respect of registration of the Charge;

- 8.12.2.2 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NYK395782 or their conveyancer that the provisions of clauses 12.7.4 and 12.7.5 of April 2012 Transfer have been complied with;

IM Note: Clauses 12.7.4 and 12.7.5 require you a donee to enter into a deed of covenant, covenanting to keep and maintain the Septic Tank and service media in good repair. This is not relevant or required in respect of registration of the Charge;

- 8.12.2.3 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number NYK396385 or their conveyancer that the provisions of clauses 12.7.4 and 12.7.5 of May 2012 Transfer have been complied with;

Clauses 12.7.4 and 12.7.5 require a donee to enter into a deed of covenant, covenanting to keep and maintain the Septic Tank and service media in good repair. This is not relevant or required in respect of registration of the Charge;

- 8.12.2.4 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.11.1 of the February 2021 Transfer have been complied with;

IM Note: This is not relevant or required in respect of registration of the Charge;;

- 8.12.2.5 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of the Discovery March 2016 Deed have been complied with;

IM Note: This is not relevant or required in respect of registration of the Charge;

- 8.12.2.6 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of the York March 2016 Deed have been complied with;

IM Note: This is not relevant or required in respect of registration of the Charge;

8.12.2.7 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.1 of the Pheasant March 2016 Deed have been complied with;

IM Note: This is not relevant or required in respect of registration of the Charge;

8.12.2.8 Plot 12 is subject to a restriction on title that no disposition of Plot 12 is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.11.1 of the March 2021 Transfer have been complied with;

IM Note: This is not relevant or required in respect of registration of the Charge;

8.12.2.9 Plot 12 is subject to the rights reserved in the Hillside 2009 Transfer, referred to at paragraph 8.2.2.1 of this report and the 2020 Variations as referred to at paragraph 8.12.1.4;

8.12.2.10 Plot 12 is subject to the rights reserved in the April 2012 Transfer, referred to at paragraph 8.5.2.4 of this report;

8.12.2.11 Plot 12 is subject to the rights granted in the May 2012 Transfer, referred to at paragraph 8.13.2.7 of this report;

8.12.2.12 Plot 12 is subject to the rights granted in the Discovery March 2016 Deed, referred to at paragraph 8.6.2.5 of this report;

8.12.2.13 Plot 12 is subject to the rights granted in the York March 2016 Deed, referred to at paragraph 8.6.2.6 of this report;

8.12.2.14 Plot 12 is subject to the rights granted in the Pheasant March 2016 Deed, referred to at paragraph 8.6.2.7 of this report;

8.12.2.15 Plot 12 is subject to the rights granted in the February 2021 Transfer, referred to at paragraph 8.13.2.7 of this report;

8.12.2.16 Plot 12 is subject to the restrictive covenants in the March 2021 Deed, referred to at paragraph 8.10.2.3 of this report;

IM Note: GHL have confirmed that so far as it is aware the provisions of the above documents have been complied with and no notice of breach has been received;

8.12.2.17 Plot 12 is subject to the same right set out at paragraph 8.3.2.2;

8.12.2.18 Plot 12 is subject to the Occupational Leases, which are summarised at Appendix 2.

8.12.2.19 Plot 12 is subject to the terms of the Licence to Occupy as summarised at paragraph 8.11.2.2.

8.13 **Plot 13 (Title - NYK482474)**

8.13.1 **Benefits**

8.13.1.1 Pursuant to a transfer dated 6 May 2003 made between (1) Jean Patricia Hoy and Larry Roland Hoy and (2) Gertrud Tanner

(“**May 2003 Transfer**”), Plot 13 benefits from the following rights over the land edged blue on Plan 21 attached at **Error! Reference source not found.** (“**Blue Land**”):

- 8.13.1.1.1 the right to enter upon the Blue Land upon reasonable notice (and without notice in case of emergency), to install and thereafter to maintain and repair any drainage installed;
- 8.13.1.1.2 the covenant not to erect, construct or grow anything on the Blue Land which shall cause or result in an increase in the quantity of natural surface or ground water drainage towards Plot 13;
- 8.13.1.1.3 the covenant not to carry on or allow any negligent acts or omissions on the Blue Land which would cause subsidence or damage to Plot 12 or the fence separating Plot 13 from the Blue Land;
- 8.13.1.1.4 the covenant to pay on demand one half of costs of the stockproof fence separating Plot 13 from the Blue Land;

IM Note: GHL have confirmed that so far as it is aware if any maintenance costs are ever demanded, it is done on an ad hoc basis and there is no formal regime in place.

GHL have confirmed that the development of the Property will not impact on the rights granted by the May 2003 Transfer nor will it impact on its ability to comply with its obligations in the May 2003 Transfer;

- 8.13.1.2 Plot 13 also benefits from the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.4 of this report;
- 8.13.1.3 Plot 13 also benefits from the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.1.4 of this report;
- 8.13.1.4 Pursuant to a transfer dated 3 May 2012 made between (1) Skelwith Leisure (Raithwaite) Limited and (2) Skelwith Leisure (Raithwaite Cottage) Limited (“**May 2012 Transfer**”), Plot 13 is benefits from the same rights as the Hillside 2009 Transfer, and set out at paragraph 8.2.1.1 of this report;

IM Note: The above rights relate to Plot 13 rather than the 2009 Red Land;

- 8.13.1.5 Plot 13 also benefits from the rights granted in the February 2021 Transfer, referred to at paragraph 8.1.1.3 of this report.

8.13.2 **Burdens**

- 8.13.2.1 There is a restriction that no disposition of Plot 13 is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.9.1 of the Transfer dated 1 February 2021 have been complied with or that they do not apply to the disposition;

IM Note: clause 12.9.1 requires a disponee to enter into a deed of covenant, not to obstruct the Estate Road and to pay a fair and reasonable proportion of the costs of maintaining the same, together with costs of maintaining the common parts of Raithwaite Estate. This is not relevant or required in respect of registration of the Charge;

- 8.13.2.2 Pursuant to the May 2003 transfer, Plot 13 is subject to the following in favour of the Blue Land and the owner of the Blue Land:
- 8.13.2.2.1 the covenant that if any civil engineering drainage works are carried out on Plot 13, to intercept all land drains draining from the Blue Land into Plot 13 and incorporate them into a suitable drainage scheme;
 - 8.13.2.2.2 the covenant not to erect, construct or grow anything on Plot 13 which may be or cause a nuisance to the owner of the Blue Land;
 - 8.13.2.2.3 the covenant not to allow, plant or grow any poisonous trees, plants or shrubs on any boundary which separates Plot 13 from the Blue Land;
 - 8.13.2.2.4 the covenant not to carry on or allow any negligent act that would remove support from the stockproof fence, along the boundary separating Plot 13 from the Blue Land;
 - 8.13.2.2.5 the right to run natural surface and groundwater through drainage installed on Plot 13 (excluding any water emanating from the buildings situated at Moss Brow Farm on the Blue Land);
 - 8.13.2.2.6 the benefit of all rights of drainage, light and water enjoyed by the Blue Land at the date of the May 2003 Transfer;
- 8.13.2.3 Plot 13 is subject to the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.3 of this report;
- 8.13.2.4 Plot 13 is subject to the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.2.6 of this report;
- 8.13.2.5 Pursuant to the May 2012 Transfer, Plot 13 is subject to the same rights as the Hillside 2009 Transfer
- 8.13.2.6 , and set out at paragraph 8.2.2.1 of this report;
- IM Note: The above rights relate to Plot 13 rather than the 2009 Red Land;***
- 8.13.2.7 Pursuant to the February 2021 Transfer, Plot 13 is subject to rights in favour of adjoining land, including rights in relation to use and maintenance of an estate road and service media;

8.13.2.8 Pursuant to a Deed of Grant dated 7 January 2004 made between (1) Gertrud Tanner and (2) Transco plc (“**2004 Deed**”), Plot 13 is subject to:

- 8.13.2.8.1 an easement allowing Transco plc to lay, construct, inspect and maintain a pipeline for the transmission or storage of gas or other ancillary materials and all necessary apparatus (“**Works**”), over the 3m wide strip of land shown pink on Plan 23 attached at **Error! Reference source not found.** (“**Strip**”);
- 8.13.2.8.2 an easement allowing Transco Plc to pass over the Strip for the Works;
- 8.13.2.8.3 the covenant not to allow anything to be done to Plot 13 that may damage the Works and to take all reasonable steps to prevent damage occurring;
- 8.13.2.8.4 the covenant not to make any material amendment to the Strip, so as to interfere with the support afforded to the Works by the surrounding soil including minerals so as to materially reduce the depth of soil above the Works, without the prior written consent of Transco Plc,
- 8.13.2.8.5 the covenant not to erect or install any building or structure or permanent apparatus in, through, upon or over the Strip,

Provided that nothing in the above shall prevent the installation of necessary pipes, drains, wires and cables with the consent of Transco Plc (such consent not to be unreasonably withheld or delayed);

IM Note: GHL have confirmed with respect to its period of ownership that so far as it is aware the provisions of the 2004 Deed have been complied with and no notice of breach has been received;

GHL have also confirmed that the development of the Property will not impact on the rights granted by the 2004 Deed nor will it impact on its ability to comply with its obligations in the 2004 Deed; GHL have further confirmed that any future development of the Property will consider the location of the pipeline and any consents required and covenants contained in the 2004 Deed accordingly.

8.13.2.9 Plot 13 is subject to the easements contained in the 999 year leases dated (in respect of Gatehouse Cottage and registered under title number NYK397093), 24 May 2012 (in respect of the Hillside Cottage and registered under title number NYK397257) and 30 May 2012 (in respect of the Lodge and registered under title number NYK398120),, which are summarised at Appendix 2.

8.14 Plot 14 (Title - NYK484129)

8.14.1 Benefits

8.14.1.1 Plot 14 also benefits from the rights granted in the 1938 Conveyance, referred to at paragraph 8.3.1.1 of this report;

- 8.14.1.2 Plot 14 also benefits from the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.3 of this report;
- 8.14.1.3 Plot 14 also benefits from the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.1.4 of this report;
- 8.14.1.4 Plot 14 also benefits from the rights reserved in the May 2012 Transfer, referred to at paragraph 8.13.1.4 of this report;
- 8.14.1.5 Plot 14 also benefits from the rights reserved in the February 2021 Transfer, referred to at paragraph 8.1.1.3 of this report;
- 8.14.1.6 Plot 14 also benefits of the rights granted in the March 2021 Transfer, referred to at paragraph 8.1.1.4 of this report;

8.14.2 Burdens

- 8.14.2.1 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.3;
- 8.14.2.2 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.4;
- 8.14.2.3 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.5;
- 8.14.2.4 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.6;
- 8.14.2.5 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.7;
- 8.14.2.6 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.8;
- 8.14.2.7 Plot 14 is subject to the same restriction as set out at paragraph 8.12.2.9;
- 8.14.2.8 Plot 14 is subject to the same restriction as set out at paragraph 8.15.2.3;
- 8.14.2.9 Plot 14 is subject to the rights granted in the 2009 Transfer, referred to at paragraph 8.3.1.3 of this report;
- 8.14.2.10 Plot 14 is subject to the rights granted in the April 2012 Transfer, referred to at paragraph 8.5.2.6 of this report;
- 8.14.2.11 Plot 14 is subject to the rights granted in the May 2012 Transfer, referred to at paragraph 8.13.2.7 of this report;
- 8.14.2.12 Plot 14 is subject to the rights granted in the February 2021 Transfer, referred to at paragraph 8.13.2.8 of this report;
- 8.14.2.13 Plot 14 is subject to the rights reserved in the March 2021 Transfer, referred to at paragraph 8.1.1.4 of this report;

8.15 **Plot 15 (Title - NYK484398)**

IM Note: Title to this part of the Property has been granted on possessory tenure. Plot 15 was registered in 2020, through a claim for adverse possession. GHL has confirmed that no claims against the Possessory Title Indemnity Insurance Policy have been made.

8.15.1 **Benefits**

- 8.15.1.1 Plot 15 also benefits from the rights granted in the February 2021 Transfer referred to at paragraph 8.1.1.3 of this report;
- 8.15.1.2 Plot 15 also benefits from the rights granted in the March 2021 Transfer referred to at paragraph 8.1.1.4 of this report.

8.15.2 **Burdens**

- 8.15.2.1 There is a restriction that no disposition of Plot 15 is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.9.1 of the Transfer dated 26 March 2021 have been complied with or that they do not apply to the disposition;

IM Note: clause 12.9.1 requires a donee to enter into a deed of covenant, not to obstruct the Estate Road and to pay a fair and reasonable proportion of the costs of maintaining the same, together with costs of maintaining the common parts of Raithwaite Estate. This is not required or relevant in respect of registration of the Charge;

- 8.15.2.2 Plot 15 is subject to such restrictive covenants as may have been imposed before 15 October 2020 and are still subsisting and capable of being enforced;

IM Note: You benefit from indemnity insurance in respect of the above as reported on at Appendix 3;

- 8.15.2.3 Plot 15 is subject to the restrictive covenants set out in the March 2021 Transfer, referred to at paragraph 8.10.2.2 of this report.

8.16 **Holiday Plots Transfers**

Please note that the following definitions set out in this paragraph 16 have the following meanings in the Holiday Plots Transfers:

The 'Amenity Land' is defined as 'such part of the Estate (if any) as is from time to time designated by GHL in its absolute discretion as amenity land for the purposes of this definition (but for the avoidance of doubt excluding any areas of the Estate for which the Estate owner charges a fee at the point of use, including but not limited to the hotel or spa areas).

The 'Estate' is defined as 'the land and buildings currently described as the Raithwaite Estate, to be known as Saltmoore Estate, Sandsend, as shown edged in blue (but excluding the areas shown hatched blue and shaded orange) on Plan 64, but excluding the relevant Holiday Plot'.

The 'Parking Space' is defined as 'the one parking space for the parking of legally roadworthy private motor vehicles used by owners or occupiers of the Property

or their visitors, such location subject to change from time to time at GHLs written request to any other spaces within the Estate.

We set out the other key provisions of the Holiday Plot Transfers below.

8.16.1 Rights granted for the benefit for the relevant Holiday Plot

- 8.16.1.1 Subject to compliance with the Holiday Plot owner's covenant to pay the Estate service charge, the right of way to pass with or without vehicles (as appropriate according to the layout of the accessway) over and along shared accessways within the Estate to and from the Property and the Parking Space at all times;
- 8.16.1.2 rights to connect into service media serving the Property;
- 8.16.1.3 right to park in the Parking Space;
- 8.16.1.4 right to support and protection;
- 8.16.1.5 right to keep all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence posts, wall piers and similar projections serving the Property on adjoining parts of the Estate;
- 8.16.1.6 to use the Amenity Land for purposes designated by GHL and to use communal refuse areas for the disposal of refuse; and
- 8.16.1.7 rights of entry onto adjoining parts of the Estate in order to comply with its obligations in the Holiday Plot Transfer but subject always to giving reasonable notice, causing as little damage as possible, making good any damage so caused and otherwise complying with reasonable regulations in relation to such right of entry.

8.16.2 Key restrictive Covenants to be complied with by Holiday Plot owners

- 8.16.2.1 Not to use the Property for any purpose other than for one single private unit of accommodation compliant with planning permission;
- 8.16.2.2 not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) any part of the Estate;
- 8.16.2.3 not to let or lease the Property other than via holiday lets arranged and carried out via an agent or agents/management team nominated by GHL for lettings on site from time to time (or such scheme as they may operate in house), details of which shall be notified to the Holiday Plot owner on request;
- 8.16.2.4 not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Holiday Plot or in any window so as to be seen from the outside;
- 8.16.2.5 not to alter, add to or otherwise change in any way whatsoever the surface appearance, material or colour of any external surface of any building erected on the Holiday Plot, or change the exterior colour scheme of any such building except with the prior written consent of GHL; and

- 8.16.2.6 not to do anything in contravention of the Estate regulations from time to time issued by GHL (acting reasonably) in the interests of good Estate management.

8.16.3 Key positive covenants to be complied with by Holiday Plot Owners

- 8.16.3.1 To pay the Estate service charge in the manner set out above. Note that a restriction which will be entered onto the proprietorship register of the title to be allocated to the Holiday Plot which sets that no transfer or lease (granted for a term of 21 years or over) of the Holiday Plot is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.5 of the Holiday Plot have been complied with or that they do not apply to the disposition;

IM Note: clause 6.5 requires a donee to enter into a deed of covenant to pay the Estate service charge;

- 8.16.3.2 to maintain any landscaped and grassed areas of the Holiday Plot and keep them in a neat and tidy condition and deal with any trees on the Holiday Plot in accordance with the principles of good arboriculture;
- 8.16.3.3 to keep the Holiday Plot insured against the insured risks as defined in the Holiday Plot Transfer and to reinstate the Holiday Plot if damaged/destroyed.

8.16.4 Key rights reserved in favour of GHL/the Estate

- 8.16.4.1 GHL is not fettered in any way how it develops/deals with the Estate.
- 8.16.4.2 GHL has the ability to vary common parts, the other Holiday Plots, route of service media, roads/accessways provided that the rights granted are not materially affected and access is maintained at all times.

8.16.5 Restrictive covenant provided by GHL

GHL covenants not to obstruct the use of any shared accessways within the Estate.

8.16.6 GHL covenant to provide Estate services

The Holiday Plots are subject to an Estate service charge whereby each Holiday Plot owner pays a fair and proper proportion of the costs of GHL providing the Estate services.

GHL is under an obligation to provide estimates of costs for each service charge year and a statement of account following each year (which is set as a calendar year running from 1 January -31 December).

The Holiday Plot owner pays the Estate service charge quarterly in advance and there is a reconciliation exercise following each service charge year whereby the Holiday Plot owner pays any excess service charge to GHL and

GHL credits any underspend back to the Estate service charge for the following year.

The Estate services include provision of utilities to common areas, insurance of the common areas, the cost of engaging managing agents/auditors and employing staff as well as the services briefly summarised below.

- maintenance, repair and replacement of common parts of the Estate, Parking Spaces and the Amenity Land (this includes security features, fire fighting equipment, signage and refuse areas);
- cleaning, lighting, repairing, replacing and decoration of common parts;
- maintaining, repairing, renewing and replacing the service media, including (without limitation) and costs associated with emptying, treating or otherwise dealing with any sewerage treatment or pumping systems on the Estate;
- heating (and cooling if GHL chooses) to the internal areas of any common parts during such periods of the year as GHL reasonably considers appropriate;
- maintaining any landscaped and grassed areas of the common parts;
- cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the common parts;
- providing security, reception, cleaning and maintenance staff for the Estate;
- any works, compliance matters or other matters to ensure compliance with all planning requirements and planning conditions attaching to the Estate; and
- any other service or amenity that GHL may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Estate.

9 SEARCH RESULTS

9.1 Index map search dated 17 May 2024

9.1.1 The search reveals the 15 freehold titles that form the Property - The Property does not comprise any third party titles and no adverse entries were revealed (although please note paragraph 9.1.2).

It also reveals the leasehold titles of the Occupational Leases (being the 5 leases reported on at Appendix 2) which are registered under leasehold title numbers:

- 9.1.1.1 Gatehouse Cottage - title number NYK397093;
- 9.1.1.2 Hillside Cottage - title number NYK397257);
- 9.1.1.3 The Lodge - title number NYK398120;
- 9.1.1.4 Substation lease within Plot - title number NYK170731; and

- 9.1.1.5 the 9 October 2021 Substation Lease – title number NYK400512.
- 9.1.2 The results also revealed the following interests of properties adjoining the Property (being the land tinted green on Plot 2 as referenced in paragraph 8.12.1.1):
- 9.1.2.1 freehold title NYK372532 (being the title for Goathland Cottage owned by Michael Chapman) note that Goathland Cottage is located within the area tinted green at the northern boundary of Plot 12 (next to the map reference 'Raithwaite Valley Cottages');
 - 9.1.2.2 freehold title NYK372533 (being the title for Runswick Cottage owned by Darren Keith Webster and Sarah Webster) - note that Runswick Cottage is located within the area tinted green at the northern boundary of Plot 12 (next to the map reference 'Raithwaite Valley Cottages');
 - 9.1.2.3 freehold title NYK372536 (being the title for Rambling Rose Cottage owned by Roger Longley and Anne Longley) note Rambling Rose Cottage is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');
 - 9.1.2.4 freehold title NYK496080 (being the title for Jasmine Cottage which is owned by Sarah Elisabeth Stokes) note that Jasmine Cottage is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');
 - 9.1.2.5 freehold title NYK372539 (being the title for Gamekeepers Cottage owned by Anthony Chi Wing Hui and Anne Therese Hui) - note that Gamekeepers Cottage is located within the area tinted green at the northern boundary of Plot 12 (next to the map reference 'Raithwaite Valley Cottages');
 - 9.1.2.6 freehold title NYK372540 (being the title for Fruit House Cottage owned by Amanda Ashman and Christopher Ashman) - note that Fruit House Cottage is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');
 - 9.1.2.7 freehold title NYK372541 (being the title for Woodcutters Cottage owned by Gillian Ashridge) - note that Woodcutters Cottage is located within the area tinted green at the northern boundary of Plot 12 (next to the map reference 'Raithwaite Valley Cottages');
 - 9.1.2.8 freehold title NYK372542 (being the title for Gardeners owned by Amanda Ashman and Christopher Ashman) – note that Gardeners is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');
 - 9.1.2.9 freehold title NYK494400 (being the title for Gardeners Cottage – proprietor John Goudling) – note that Gardeners Cottage is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');
 - 9.1.2.10 freehold title NYK372543 (being the title for Home Farm House owned by Bluebay Associates Limited) – note that Home Farm House is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference 'Home Farm');

- 9.1.2.11 freehold title NYK372544 (being the title for Clematis Cottage owned by Paul Daniel Graves and Joanna Marie Graves) – note that Clematis Cottage is located within the area tinted green at the southern boundary of Plot 12 (next to the map reference ‘Home Farm’);
- 9.1.2.12 freehold title NYK478900 (being the title for the Lake House owned Alison Kate McDonnell and Amy Elizabeth Wilson) – note the location of the Lake House is more particularly detailed at paragraph 8.1.1.2.8;
- 9.1.2.13 an area of unregistered land as shown on Plan 33 - note that this appears to fall within the boundaries of the area tinted green at the northern boundary of Plot 12 (next to the map reference ‘Raithwaite Valley Cottages’) and does not form part of the Property.

9.2 Local Authority and local land charge search dated 7 October 2024

The search result will reveal information such as compulsory purchase orders, whether the land is on the contaminated land register (if the particular local authority has compiled its register), tree preservation orders and planning information. The results do not cover matters affecting neighbouring properties (except in relation to roads and railways within a certain distance from the Property).

The search has revealed the following:

- 9.2.1 various planning permissions and building regulations documents. Please refer to our Planning Report for further details;
- 9.2.2 the Property falls within the following designations or proposals:
 - 9.2.2.1 Scarborough Borough Local Plan 2011/32 which contains Policy SH1: Outside Development Limits (Countryside); and
 - 9.2.2.2 North York Moors Local Plan July 2020 which contains Strategic Policy E – Section 3 Conversation: Woodland;

GHL have confirmed that the designations or proposals in the local plans have had no impact on the development of the Property.

- 9.2.3 the road adjoining the Property, being A174 / Sandsend Road, is maintainable at public expense.

9.3 Drainage and water search dated 16 May 2024

- 9.3.1 The results confirm that the Property is connected to mains water supply. The water supplied to the Property is classed as soft to moderately soft water.
- 9.3.2 The results confirm that foul water and surface water from the Property do not drain to a public sewer. There is therefore no water drainage charge payable.

IM Note: GHL have confirmed that foul water drains into the Septic Tank. There are various rights and reservations set out at paragraph 8 in regard to the Septic Tank. Please see paragraph 13.3 for further information.

GHL have confirmed that following completion of the development of Phase 1, the Septic Tank will still be used by parts of the Property although the new cottages will be connected to a mains drainage system so the capacity of the Septic Tank should therefore remain sufficient.

9.3.3 The results reveal that a public sewer, disposal main or lateral drain is indicated within the Property. Yorkshire Water Services Ltd has a statutory right of access to carry out work on such assets.

GHL have confirmed that save as may be required for the Sewer Adoption Agreement and in respect of any mains water connection applications required as part of the development, no consents are required from Yorkshire Water for the development of the Property.

9.3.4 It is indicated that there is a public sewer within 100 feet of the buildings within the Property. There are also sewage treatment works 500 metres south of the Property.

9.4 Chancel repair liability (simple search) dated 14 May 2024

Chancel repair liability enables Parochial Church Councils to require owners of former rectorial land to fund repairs to the chancel of their local church. Liability attaches to the land and not buildings. From 13 October 2013 this liability no longer amounts to an overriding interest so it will not bind a purchaser of registered land or the owner/purchaser of unregistered land on first registration unless the Parochial Church Council has registered the potential liability against the title to the Property. There is no such notice registered against the Property.

The search results reveal that the Property is not located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability.

IM Note: The Property benefit from Chancel Repair Insurance, as summarised at Appendix 3. It is unclear why this insurance was put in place given the clear search results received.

9.5 Highways search dated 17 May 2024

The search has revealed that the Property abuts the public highway Sandsend Road as shown coloured green on Plans 27 and 28 attached at Appendix 1. GHL have confirmed that this is the only access required for the existing use of the Property and for the proposed development of the Property and that the Property abuts the public highway at all points required for access.

Save in respect of such part of the Access Road which is covered by the Access Indemnity Insurance (as summarised at Appendix 3 and coloured purple on the relevant plan annexed at Appendix 3 (the “**Purple Land**”)), GHL have confirmed that so far as it is aware, no third party rights, access over unregistered land or any other rights are required to access the Property from the public highway. The Purple Land is unregistered land and GHL are not aware of the owner of the same although presumably it would likely be the local highways authority.

GHL have further confirmed that Access Indemnity Insurance covers part of the Access Road in its current configuration, but that following completion of the consented development scheme for the Property, the configuration will be amended and such part of the Access Road will only be required to provide access to a cul-de-sac being created to/from Gatehouse Cottage, the Lodge and Hillside Cottage. GHL have confirmed that the part of the Access Road covered by the Access Indemnity Insurance abuts the public highway (as shown coloured green on Plan 27).

As such, GHL consider that the cover provided by the Access Indemnity Insurance (being up to £12,650,000 of cover which represented the cost of acquiring the Property and hotel operation at the Property from the previous owner) should be more than sufficient to cover the costs associated with providing alternative access to/from Gatehouse Cottage, the Lodge and Hillside Cottage. In any event, GHL consider that

alternative access could also alternatively be provided from the other end of the cul-de-sac (ie to the east of the Purple Land) subject to a minor planning amendment, if required.

GHL have also confirmed that planning consent has been secured for the works required to cul-de-sac (and related) works and evidently a the S278 Agreement (detailed at paragraph 2.10) will document any related changes to the adopted highway.

Save as detailed elsewhere in the report, GHL have confirmed that all access points to the Property are for GHL's use and no payments are required for the upkeep of such access.

The search has revealed that the estate roads (including the Estate Road) within the Property (and coloured pink on Plan 27) are privately maintained roadways and the footpaths adjacent to such roads are also privately maintained.

IM Note: Please note the Property benefits from the Access Indemnity Insurance, as summarised at Appendix 3

9.6 Ground risks report dated 17 May 2024

The search result reveals:

- 9.6.1 The Property is located within an area considered susceptible to slope instability and evidence of slope movement within the Property has been identified from BGS mapping;
- 9.6.2 if the Property is to be developed, it is recommended that the appropriate investigation, mitigation and/or treatment works are undertaken such that the potential mining-related subsidence risk is fully addressed. GHL have confirmed that the area of the Property to be developed is covered by GHL's insurance policy for the Property with no unusual excess or premium and that no further investigations/actions have been undertaken in respect of the development of the Property;
- 9.6.3 to the extent that any part of the Property fronting the shoreline is to be developed, it should be noted that the current shoreline management policy is to not actively intervene in the erosion rate of the coastline through building, investing in or maintaining sea defences;
- 9.6.4 there are no recorded mine entries within 20 metres of the Property and no records of any coal mining related damage notices or subsidence at or within 50 metres of the Property;
- 9.6.5 the Property is not considered to be susceptible to coal mining related ground instability. The Property is located within an area that was historically extracted from ironstone/ironore – there are 2 locations which have been identified within the Property boundary (as shown on Plan 30) as being historic mining data points. The Property may also be considered to be susceptible to natural ground instability. GHL have confirmed that the area of the Property to be developed is covered by GHL's insurance policy for the Property with no Katherunusual excess or premium.

9.7 Site Solutions Combined search dated 14 May 2024

The search results revealed that:

- 9.7.1 the Property is at low to moderate risk of contaminants from both on-site and off-site sources, and the environmental sensitivity rating is high. GHL have

further confirmed that the risks associated with contaminants in relation to the proposed development of the Property have been addressed through the design of the consented scheme for the development;

- 9.7.2 the Property is at a significant risk of flooding and a flood risk assessment would be required if development is proposed. GHL have confirmed that the area of the Property to be developed is covered by GHL's insurance policy for the Property with no unusual excess or premium. GHL have further confirmed that the risks identified in the flood risk assessment commissioned in respect of the main planning permission for the development of the Property (and which has been shared with the Borrower and its advisers) have been addressed through the design of the consented scheme for the development;
- 9.7.3 the Property is within an area at high risk of landslides, slope instability problems are almost certainly present and may be active;
- 9.7.4 the Property is within an intermediate probability radon area, and has the potential to be affected by radon.

9.8 **Utilities search dated 15 May 2024**

The search has revealed that the Property is affected by the following utility providers, all of which have pipes, equipment or apparatus on, under or over the Property:

- 9.8.1 Northern Powergrid has confirmed the approximate location of apparatus within or adjoining the Property as illustrated on Plans 34-36;
- 9.8.2 Northern Gas Networks have provided a plan of the position of mains pipe within or adjoining the Property which is attached as Plan 37;
- 9.8.3 BT Openreach have provided plans of the approximate locations of apparatus within or adjoining the Property as attached as Plans 38-41.

GHL have confirmed that no pipes, equipment or apparatus will require diversion as a result of the development of the Property.

10 **PLANNING**

Please see our Planning Report attached at Appendix 2.

11 **CONSTRUCTION**

This report does not cover construction matters, but please note that when acquiring the Property, the previous owner confirmed in replies that there had been various construction works carried out at the Property within the 12 years prior to completion of GHL's acquisition, being phase 1a - foundations for the four lodges, internal reconfiguration of the Hide, upgrade and internal reconfiguration of the kitchen, restaurant and bar, erection of poly tunnels and kitchen garden and development of HQ opposite the Hide. No warranties were provided in respect of such. However, confirmation was received from the Approved Inspector (Assent Building Control) that there had been no Building Regulations contraventions for the works completed as at 02/03/23. GHL otherwise formed a view on the state of such construction works based on their commercial experience in respect of development and construction.

GHL have confirmed that so far as they are aware, practical completion of any previous development works at the Property was achieved although there are no such certificates available.

GHL have also confirmed that part of the works for the development form part of the Phase 1 development (being the foundations for the 4 lodges at the entrance to the Property).

GHL have confirmed that:

- where the development of the Property requires it to be registered with a warranty such provider will be Q Assure Build Limited which is a provider approved by UK Finance;
- to the extent that certificates are required for the development from the warranty provider, these certificates will be provided on practical completion of each relevant unit within the development;
- cover provided by the warranty provider will include all defects save for any exceptions from the date the final certificate is issued;
- the cover will incorporate provisions whereby during any defects liability or rectification period during which GHL (and not the warranty provider) would be responsible for defects that occur;
- the validity of the cover provided by the warranty provider will not affect the ability of a lender under the Facility Agreement to enforce its rights under the Facility where either GHL or Oaknorth become insolvent;
- to the extent deposits are to be taken from purchasers in respect of any residential accommodation to be sold as part of the development, the intention is either the deposits will be held within a solicitor's client account or that such deposits would be released to and/or held as equity by GHL.

12 MISCELLANEOUS

Our investigations and responses to enquiries raised with GHL have revealed the following:

- 12.1 The Property is connected to mains water, gas, electric, BT and foul drainage;
- 12.2 The foul and surface water is not connected to the mains. Wastewater drains to septic tanks located on the Property.
 - 12.2.1 An existing services plan which sets out the existing gas route, water route, foul drainage route, storm drainage route and other utility supplies for information purposes is attached as Plan 26 at **Error! Reference source not found.**;
- 12.3 The hotel, including the hide, main house and out buildings operate under planning use class C1. The hotel opened in 2012;
- 12.4 The pre-commencement conditions for the main planning permission for the site (ref 18/00241/FL) have been satisfied;
- 12.5 The Property is not commonhold or subject for an application of registration to be commonhold;
- 12.6 GHL is registered for VAT (436480487) and has provided us with a copy of its option to tax the Property - GHL have however subsequently advised that they have applied to HMRC to revoke the option.
- 12.7 GHL has confirmed that no claims have been made against the indemnity insurances reported on at Appendix 3;
- 12.8 GHL has confirmed that it has not had occasion to make any claim or complaint in relation to any neighbouring property or its use or occupation save in relation to a letter dated 4 October 2023 sent to Christopher Ashman of the Fruit House Cottage. The letter relates to the installation of hoarding (without consent or right to do so) on Plot

- 12 and the intention to utilise the estate roads within the Property for construction vehicles to service/park/load on or around the Fruit House Cottage (for which there are no rights to do so). A copy of the 4 October 2023 letter is attached at Appendix 4. Follow up correspondence was sent by email on 20 March 2024 together with a further letter on 4 July 2024 – copies of these are also attached at Appendix 4. GHL have further confirmed that no response was received from Christopher Ashman to such letter, although the hoarding referenced in the letter has been removed and it appears that Fruit House Cottage has been put up for sale.
- 12.9 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by GHL.
- 12.10 GHL are in the process of negotiating an agreement pursuant to sections 38 and 278 of the Highways Act 1980 with (1) The North Yorkshire Council ("the Council"), (2) and (2) Oakside Surety Limited (the "Surety") in respect of highways works required to be undertaken at the main entrance to the Property ("S278 Agreement"). Note that GHL are entering into the S278 Agreement in their capacity as landowner and developer (the "Developer") of the Property. The S278 Agreement is broadly based on the Council's precedent document, but the key provisions to note are as follows:
- 12.10.1 the planning permission for the Property (being the 5 July 2018 permission with reference number 18/00241/FL details of which are more particularly summarised in the Planning Report) contains a condition requiring the Developer to enter into an agreement under section 278 of the Highways Act 1980 in respect of the highways improvement works shown on various drawings annexed to the S278 Agreement, the principal drawing of which is annexed at Plan 31 ("Highway Works"). The scope of the Highways Works is summarised as follows:
- 12.10.1.1 widening of A174 Sandsend Road local to the site to facilitate a deceleration/left turn lane to the estate entrance;
- 12.10.1.2 widening of A174 Sandsend Road local to the site to facilitate a new pedestrian crossing with a central refuge;
- 12.10.1.3 removal of the existing pedestrian crossing point;
- 12.10.1.4 the extension of the existing 40mph zone from Sandsend past the estate entrance to the southwest;
- 12.10.1.5 the re-location of the existing bus stop sign and extension to the existing footway adjacent the northwest bound carriageway to the northwest; and
- 12.10.1.6 local widening to the footway adjacent to the southeast bound carriageway to accommodate a bus shelter;
- 12.10.2 The s278 Agreement sets out the Developer's obligations as to the consents required, methodology and manner (in accordance with various regulations, guidance, method statements, specification etc) in which the Highway Works must be undertaken and also includes licence from the Council for the Developer to enter onto the highways as needed to undertake the Highway Works.
- 12.10.3 The Developer has agreed to meet the Council's cost of the Highway Works. These cost include:
- 12.10.3.1 The Council's legal fees of c£1,500;

12.10.3.2 a superintendence fee of £20,000 in respect of the Council's approval/review/inspection of the Highway Works (which represents 10% of the Developer's estimated costs of undertaking the Highway Works (i.e. £200,000));

12.10.3.3 the commuted sum of £6,420 towards the Council's future cost of maintenance/repair of the Highway Works;

12.10.3.4 all reasonable costs associated with any amendments to existing/new traffic regulation orders.

Please also note that in the event of a material defect event occurring, the Council can also call upon the Surety to pay the cost of remedying such default pursuant to a mechanism set out in the S278 Agreement. The Surety's liability is capped at the Developer's estimated costs of the works (i.e. £200,000) until practical completion of the Highway Works and thereafter is capped at £40,000.

12.10.4 The Highway Works must be practically completed prior to the first occupation of the 20th visitor accommodation unit constructed as part of the development pursuant to the planning permission.

12.10.5 Once the Highway Works have achieved practical completion in accordance with the provisions of the S278 Agreement, the Council shall adopt the Dedicated Land (being the land shown shaded brown on Plan 31) as public highway.

12.11 GHL are in the process of negotiating a sewer adoption agreement pursuant to section 104 of the Water Industry Act 1991 with (1) Yorkshire Water Services Limited ("the Undertaker"), (2) Raithwaite Whitby Developments Limited (the "Developer") and (3) Oakside Surety Limited (the "Surety") ("S104 Agreement"). The S104 Agreement is broadly based on the Undertaker's precedent document, but the key provisions to note are as follows:

12.11.1 The Developer is permitted to undertake works to sewers, lateral drains pumping stations and accessories (which shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the drawings annexed to the S104 Agreement, the principal drawing of which is annexed at Plan 32 (the "Works");

12.11.2 The s104 Agreement sets out the Developer's obligations as to the consents required, methodology and manner (in accordance with various regulations, guidance, method statements, specification etc) in which the Works must be undertaken and also includes licence from the Undertaker for the Developer to enter onto the highways as needed to undertake the Highway Works.

12.11.3 Once the Works have achieved practical completion in accordance with the provisions of the S104 Agreement, the Undertaker shall issue a vesting certificate to vest the sewers as public sewers/later drains under the Undertaker's ownership.

12.11.4 Please note that the S104 Agreement contains a provision which confirms that in the event of a default by the Developer in respect of the Agreement the developer's obligations become GHL's obligations and can be enforced against either the Developer or GHL.

12.12 GHL have confirmed that:

12.12.1 rights of light claims are not applicable to the development of the Property;

- 12.12.2 the Party Wall Act 1996 is not relevant to the development of the Property;
- 12.12.3 in relation to investigating the archaeological liability at the Property, this was considered and discharged as part of the written scheme of investigation submitted to North Yorkshire Council pursuant to the main planning permission for the development (being planning permission number 18/00241/FL);
- 12.12.4 save as set out in this report, any development consents (including any road closure agreements or any other agreements with third parties) required to carry out the development of Phase 1 the Property have been obtained and provided to you. GHL have confirmed that development of future phases may require agreement to be reached in relation to reallocation of car parking spaces granted to third parties at the Property (and as summarised in this report);
- 12.12.5 the buildings currently at the Property are constructed with no cladding;
- 12.12.6 the development of the Property will not require certification from an External Wall Fire Review (EWS1) form as the buildings to be constructed will be below 18m in height; and
- 12.12.7 Fire Risk Assessments have been carried out on the buildings at the Property and the recommendations within those assessments have been carried out or are due to be carried out as part of refurbishment works at the Property.

13 ENERGY AND HEALTH AND SAFETY

Energy performance certificate (“EPC”)

The Property benefits from the following EPCs – GHL have confirmed that there are no other buildings at the Property for which GHL are required to obtain EPCs:

Part of the Property	EPC Rating	Expires	Certificate Number
The Keep, Raithwaite Hall	C	15 January 2030	2964-3039-0908-0901-8701
Raithwaite Hall Hotel	B	21 April 2033	2446-4301-5685-9350-0421

14 STATE AND CONDITION OF THE PROPERTY

We cannot comment on the state and condition of the Property and you have confirmed that you have had the Property surveyed.

15 QUALIFICATIONS

Please note that we are unable to advise on and offer no opinion on:

- 15.1 the physical condition of the Property or its capital or rental value;
- 15.2 the financial status of the current tenants;
- 15.3 the conformity of the physical boundaries with those shown on the registered title plans;

- 15.4 the rights of third parties which have been or are in the course of being acquired which have not been disclosed to us; or

We have not:

- 15.5 inspected the Property; or
15.6 undertaken status/credit checks on any current tenant.

Irwin Mitchell LLP

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Irwin Mitchell LLP

40 Holborn Viaduct
London
EC1N 2PZ

Ref: ST/05461542.4-

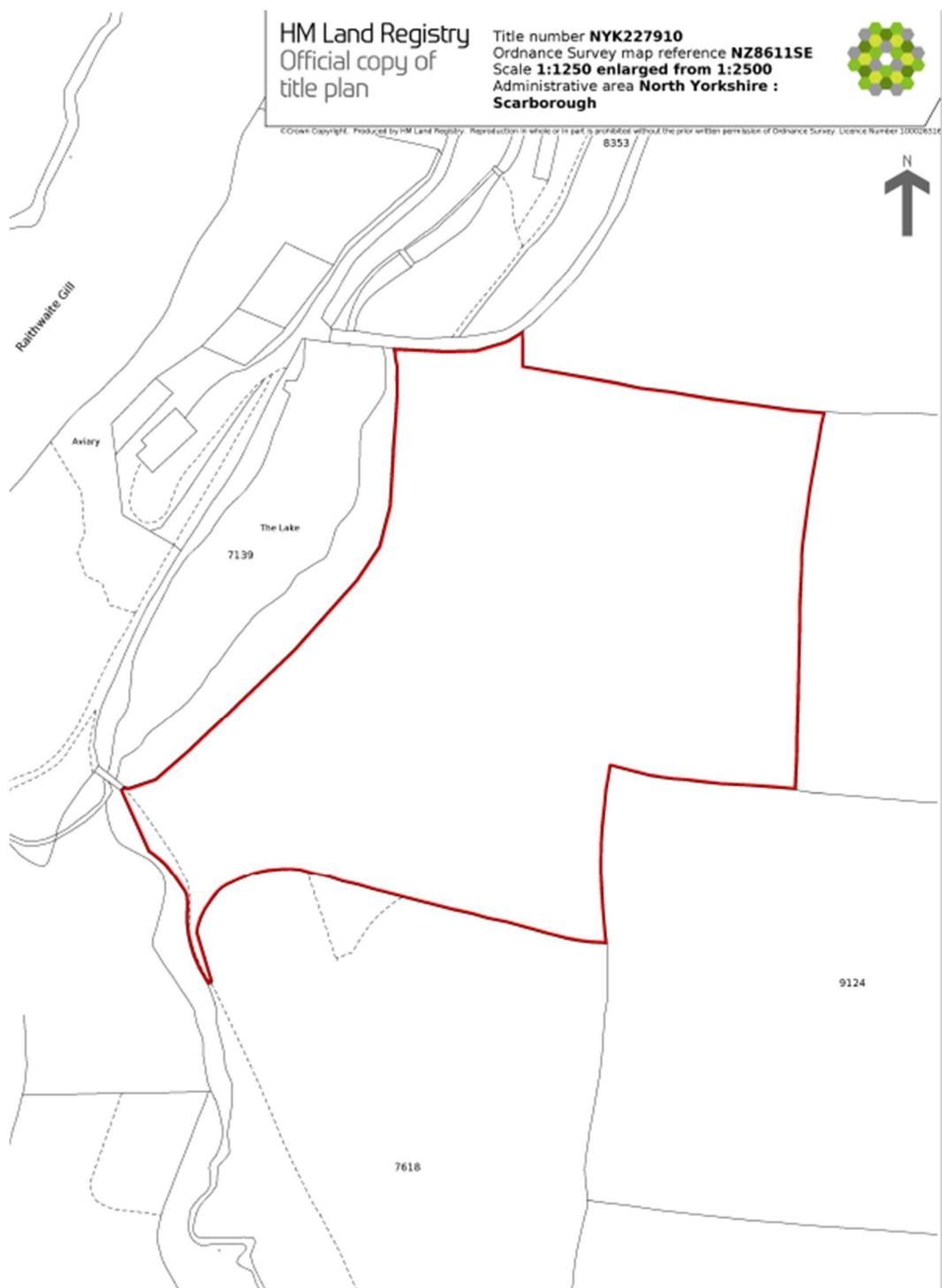
Date: 15 November 2024

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Irwin Mitchell LLP

Plan 1

Title Plan – NYK227910

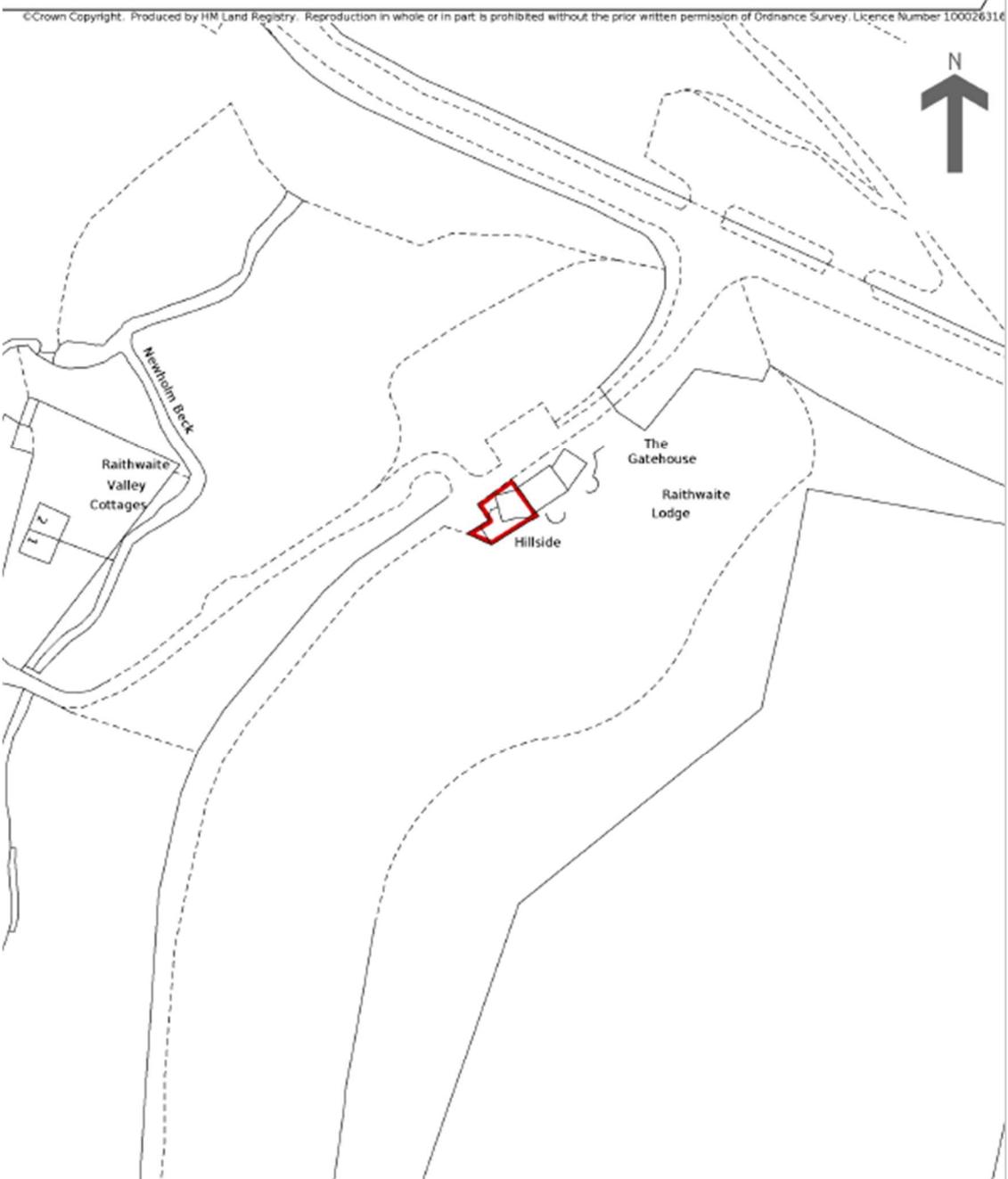


Plan 2

Title Plan – NYK372535

HM Land Registry
Official copy of
title plan

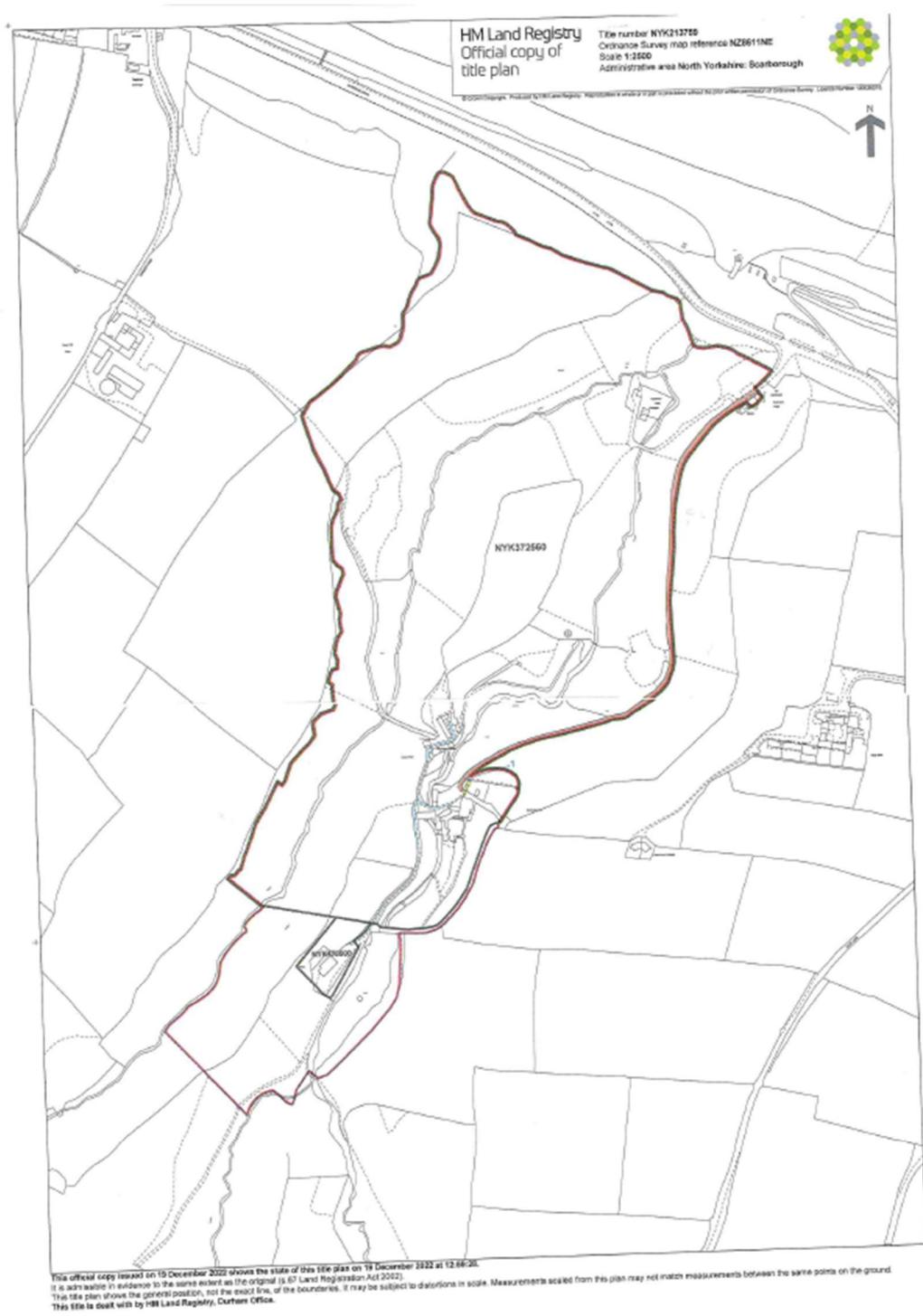
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Administrative area **North Yorkshire : Scarborough**



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Plan 3

Title Plan – NYK213759

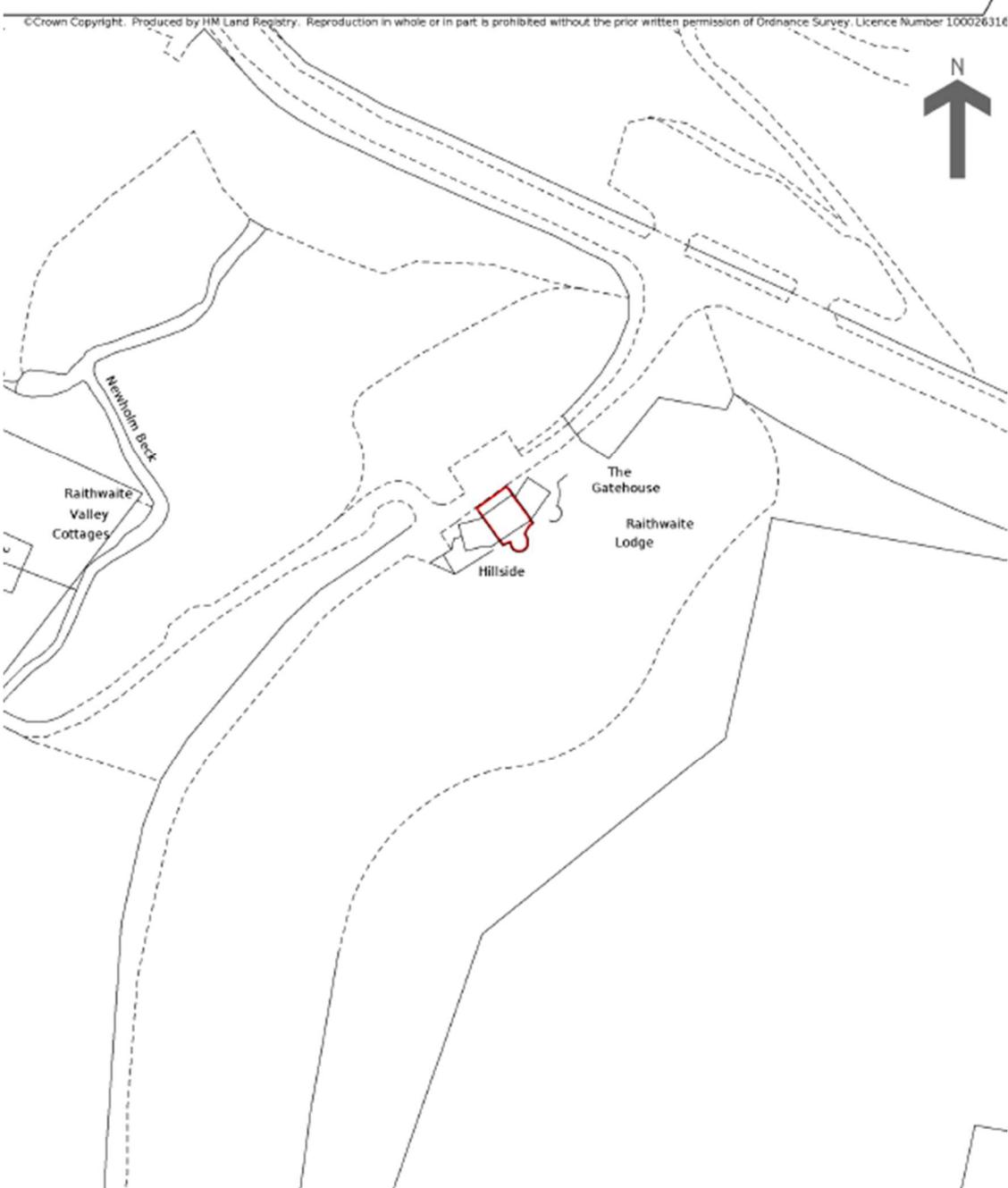


Plan 4

Title Plan – NYK372534

**HM Land Registry
Official copy of
title plan**

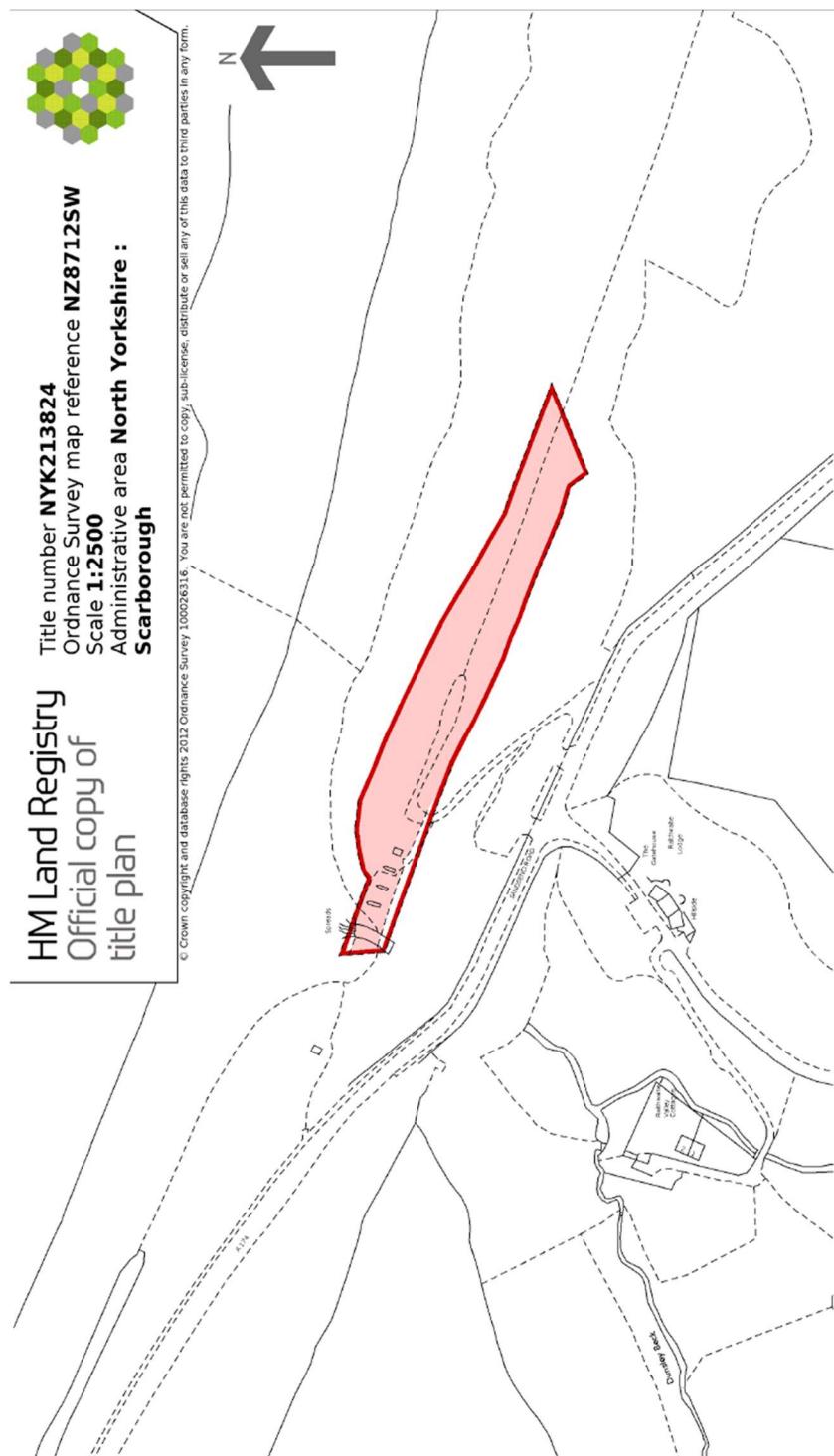
**Title number NYK372534
Ordnance Survey map reference NZ8712SW
Scale 1:1250 enlarged from 1:2500
Administrative area North Yorkshire :
Scarborough**



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Plan 5

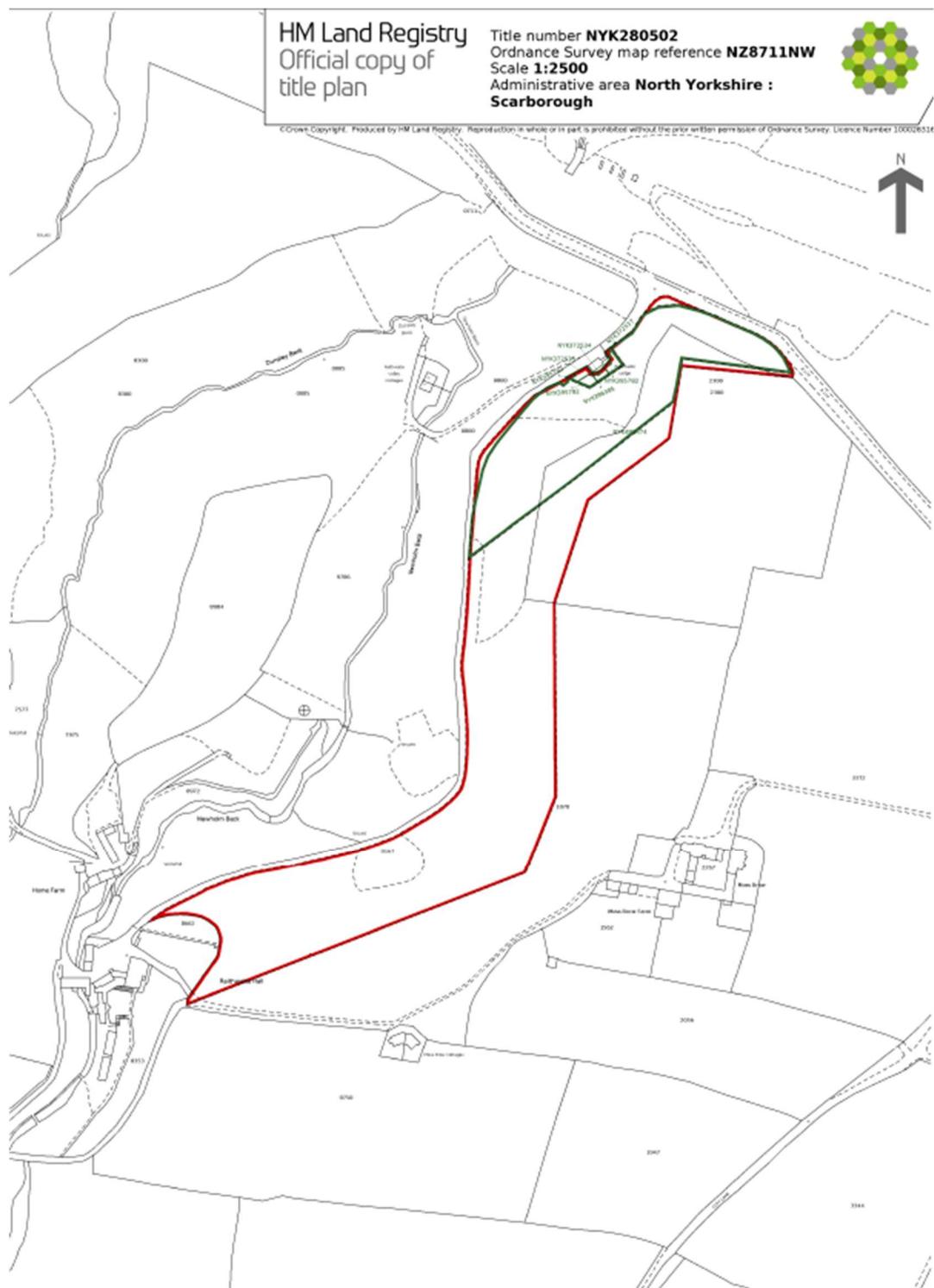
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Plan 6

Title Plan – NYK280502



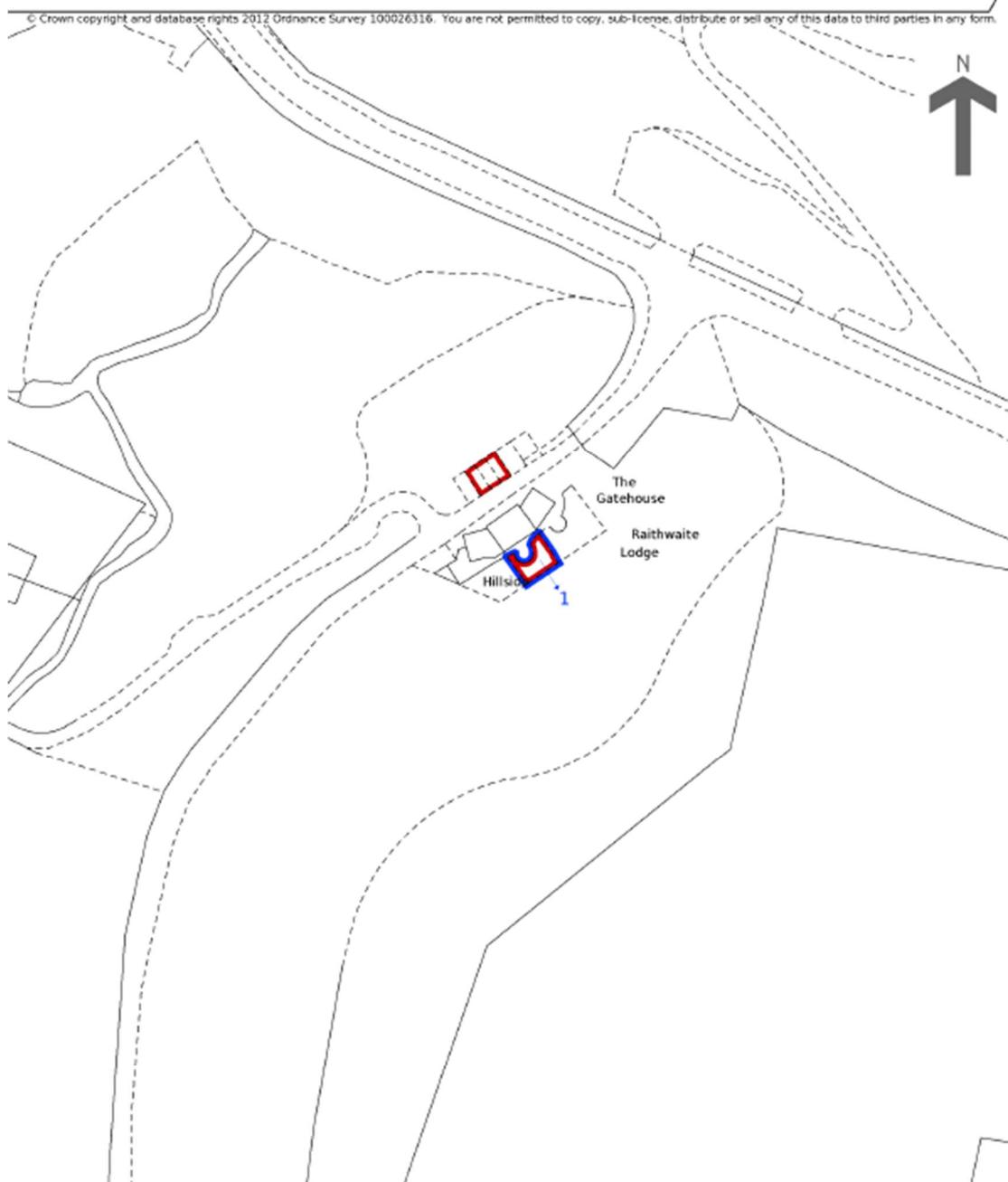
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Plan 7

Title Plan – NYK396385

HM Land Registry
Official copy of
title plan

Title number **NYK396385**
Ordnance Survey map reference **NZ8712SW**
Scale 1:1250 enlarged from 1:2500
Administrative area **North Yorkshire : Scarborough**



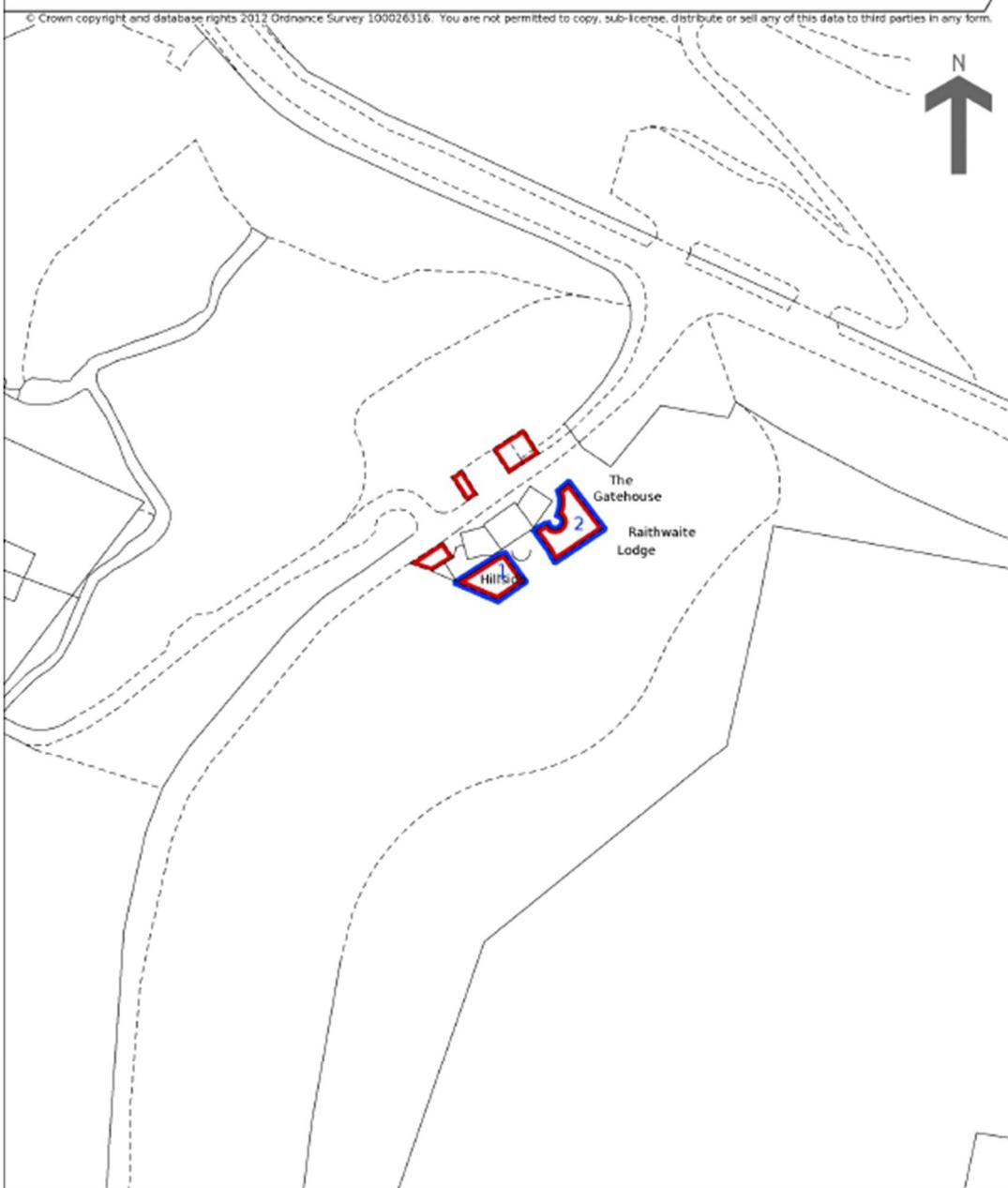
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Plan 8

Title Plan – NYK395782

HM Land Registry
Official copy of
title plan

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Administrative area **North Yorkshire :**
Scarborough



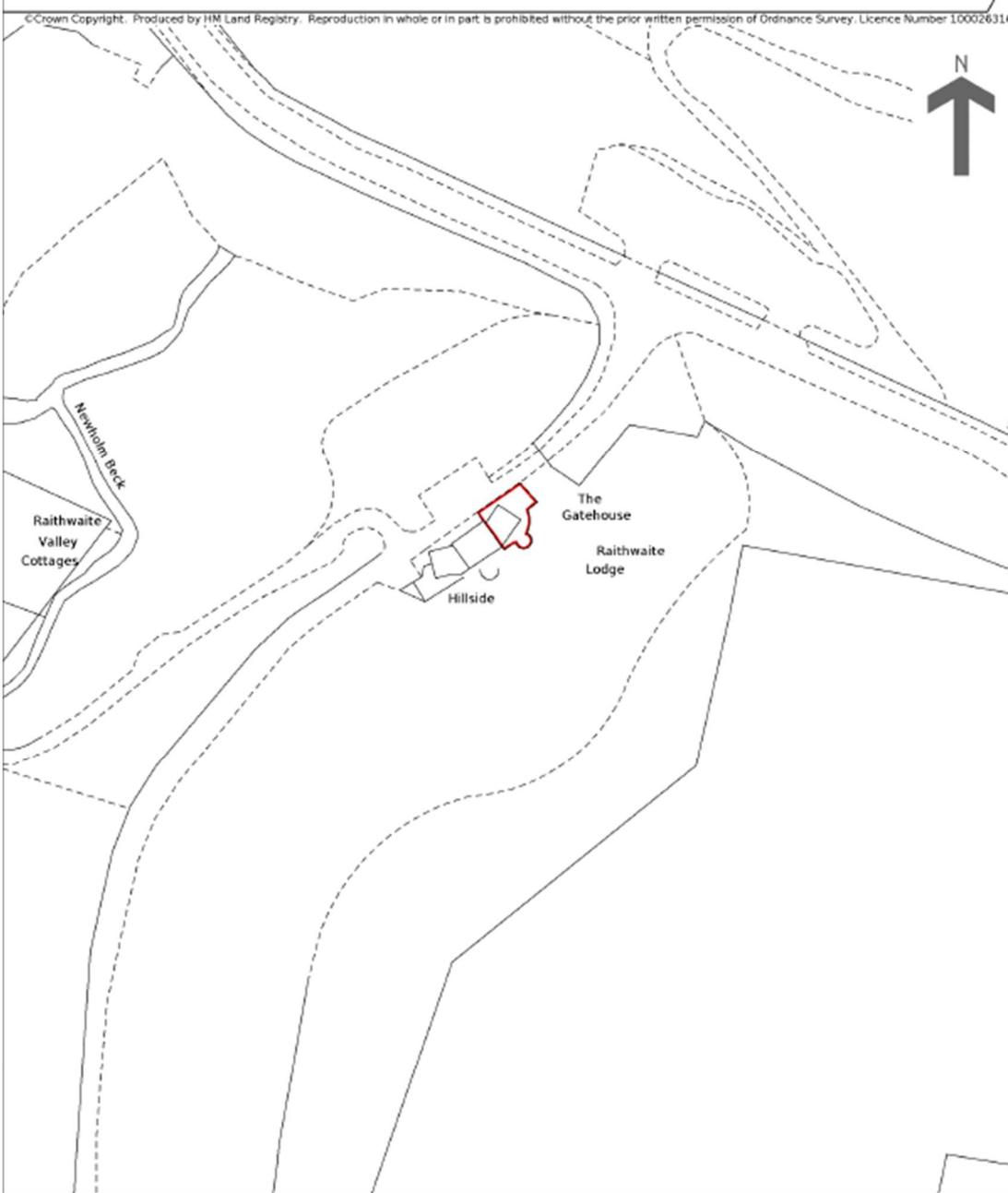
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Plan 9

Title Plan – NYK372537

**HM Land Registry
Official copy of
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Scarborough**



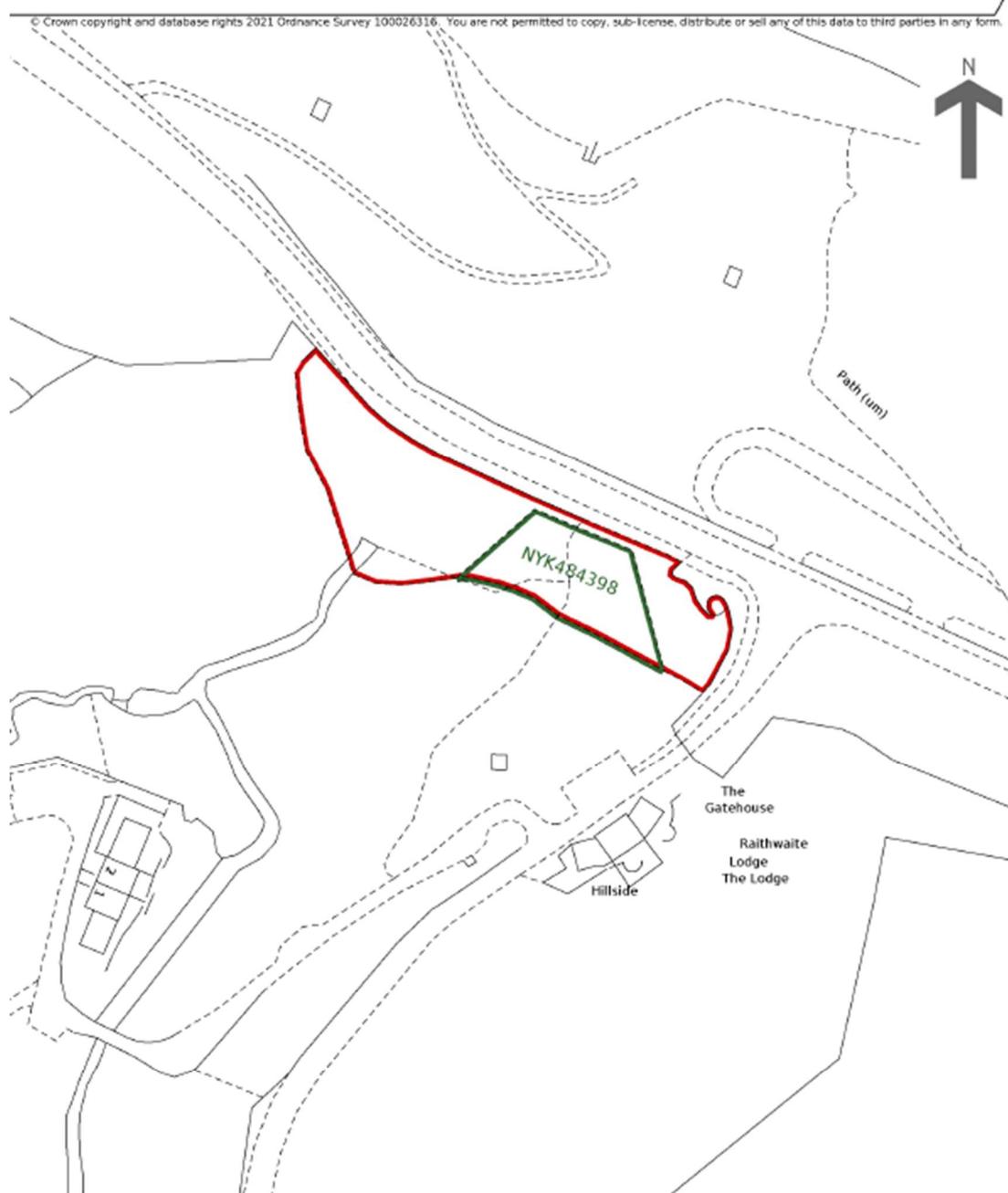
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Plan 10

Title Plan – NYK479546

HM Land Registry
Official copy of
title plan

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Administrative area **North Yorkshire :**
Scarborough



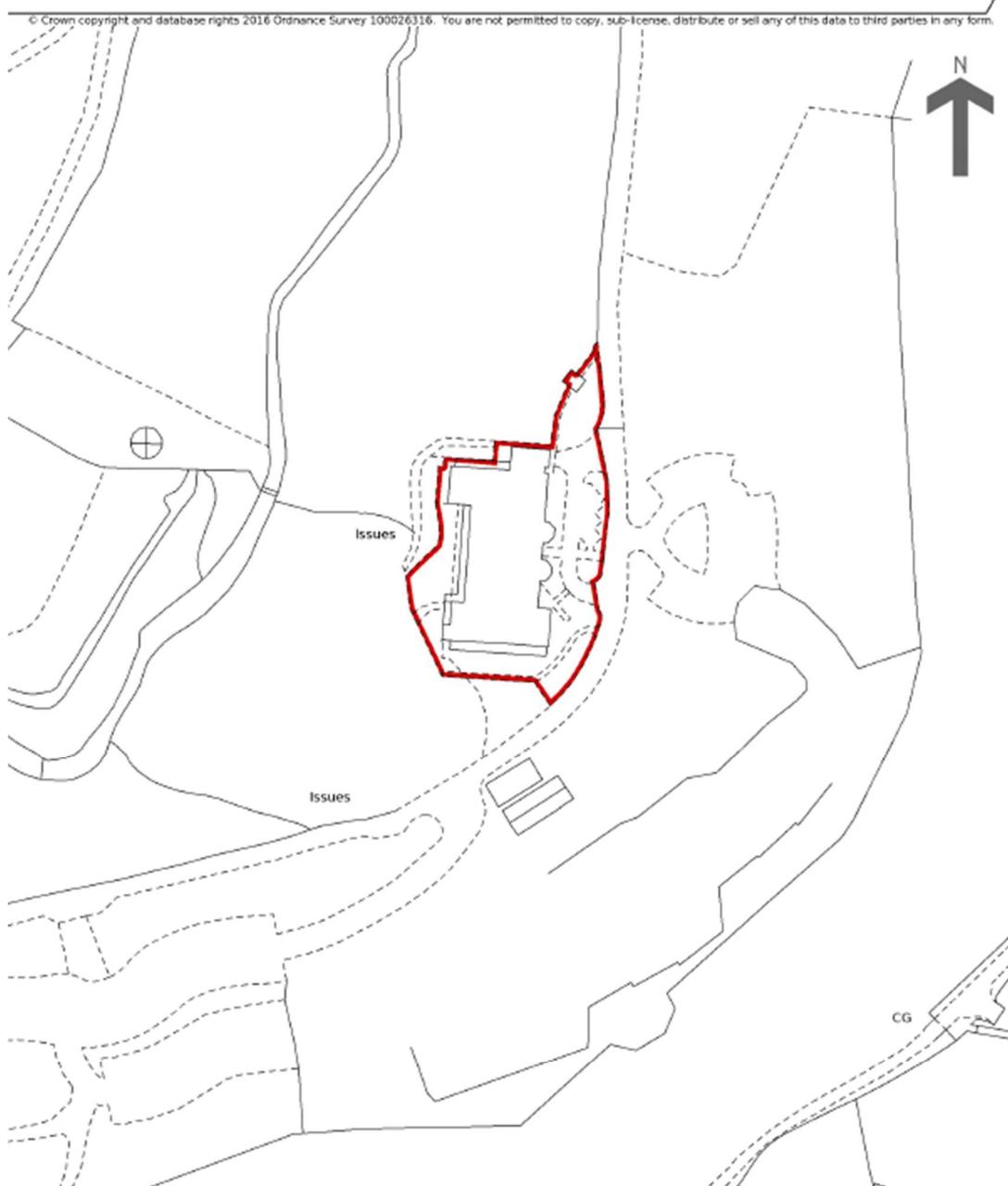
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Plan 11

Title Plan – NYK432204

HM Land Registry
Official copy of
title plan

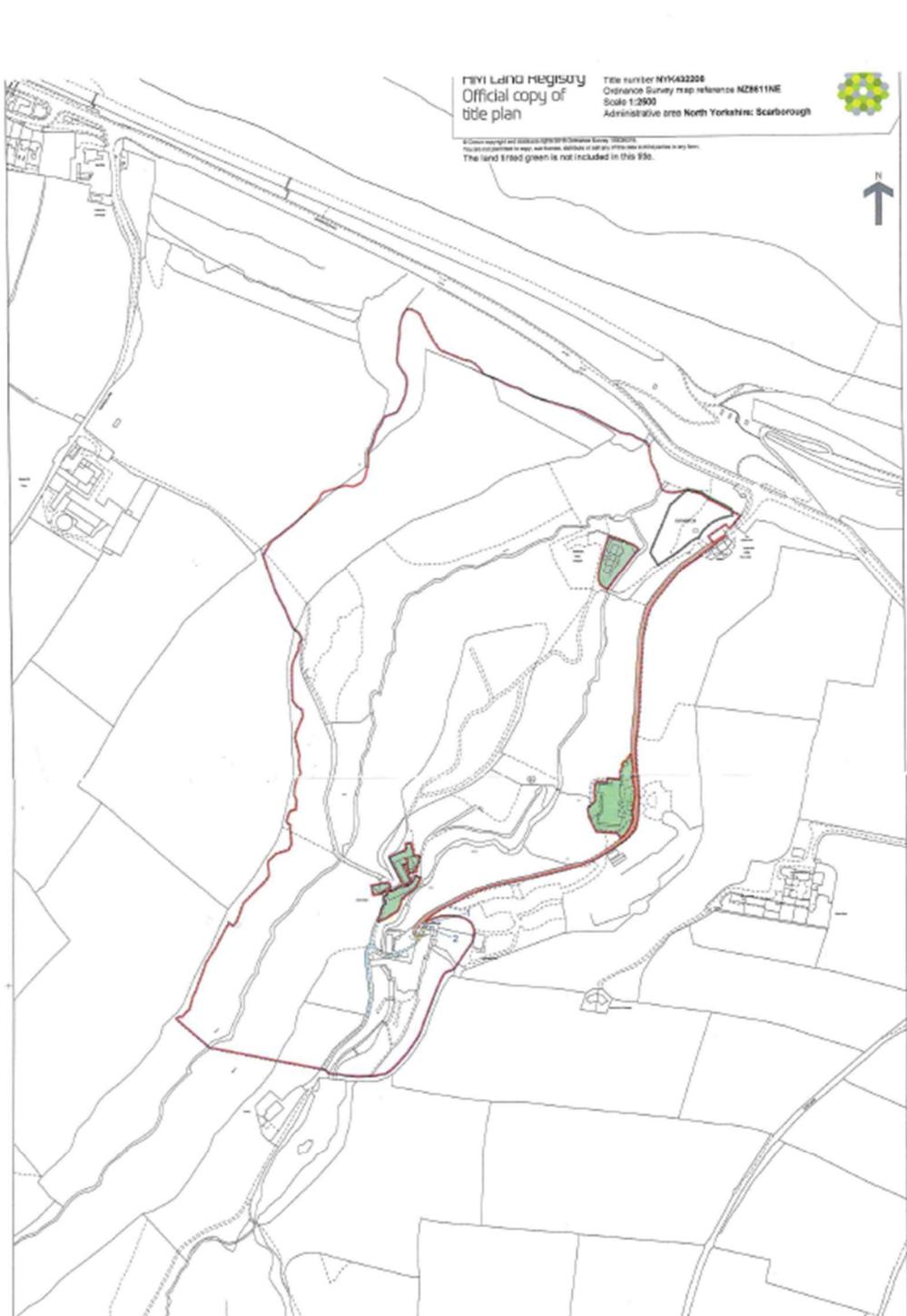
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Plan 12

Title Plan – NYK432208



Plan 13

Title Plan – NYK482474



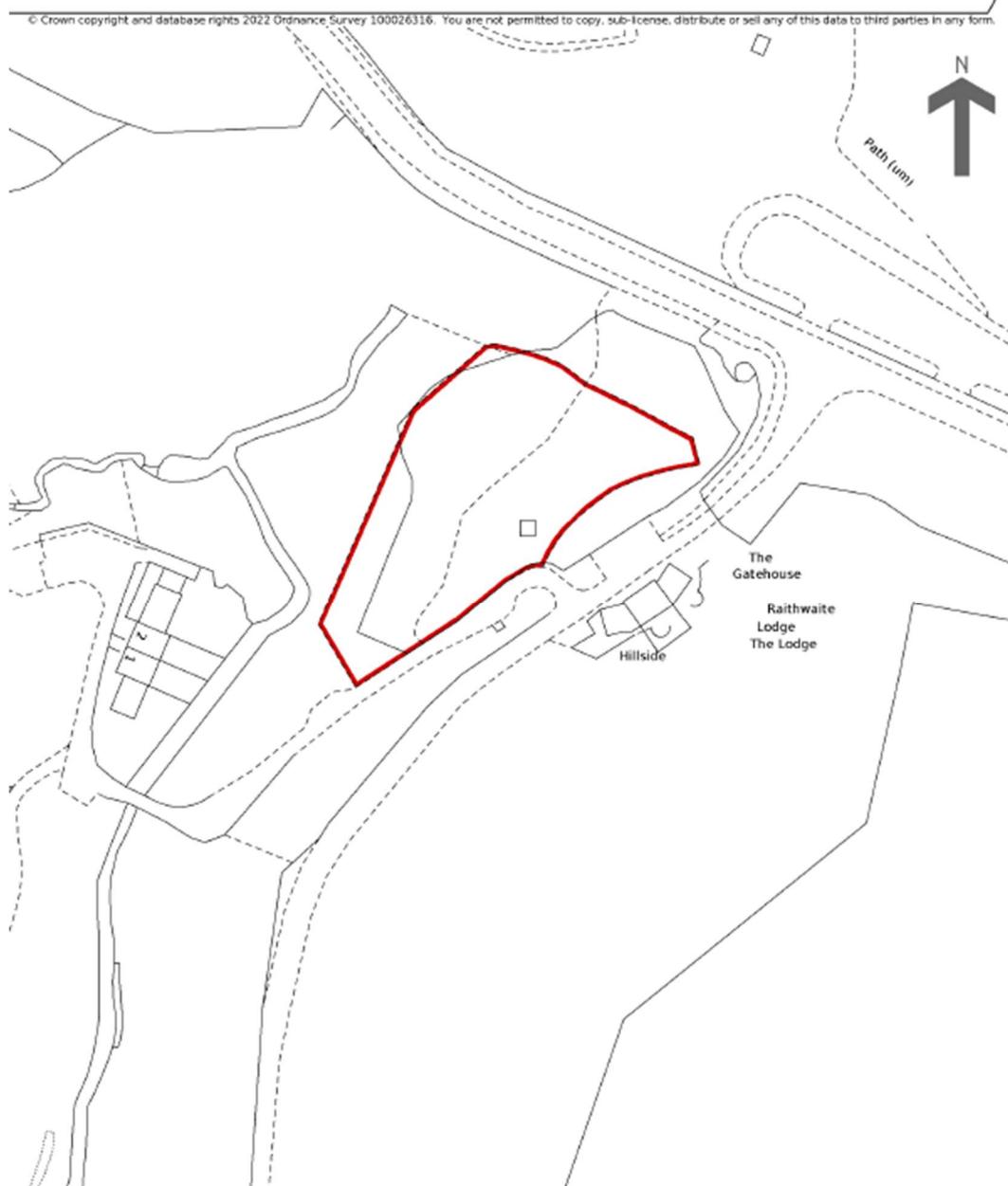
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Plan 14

Title Plan – NYK484129

HM Land Registry
Official copy of
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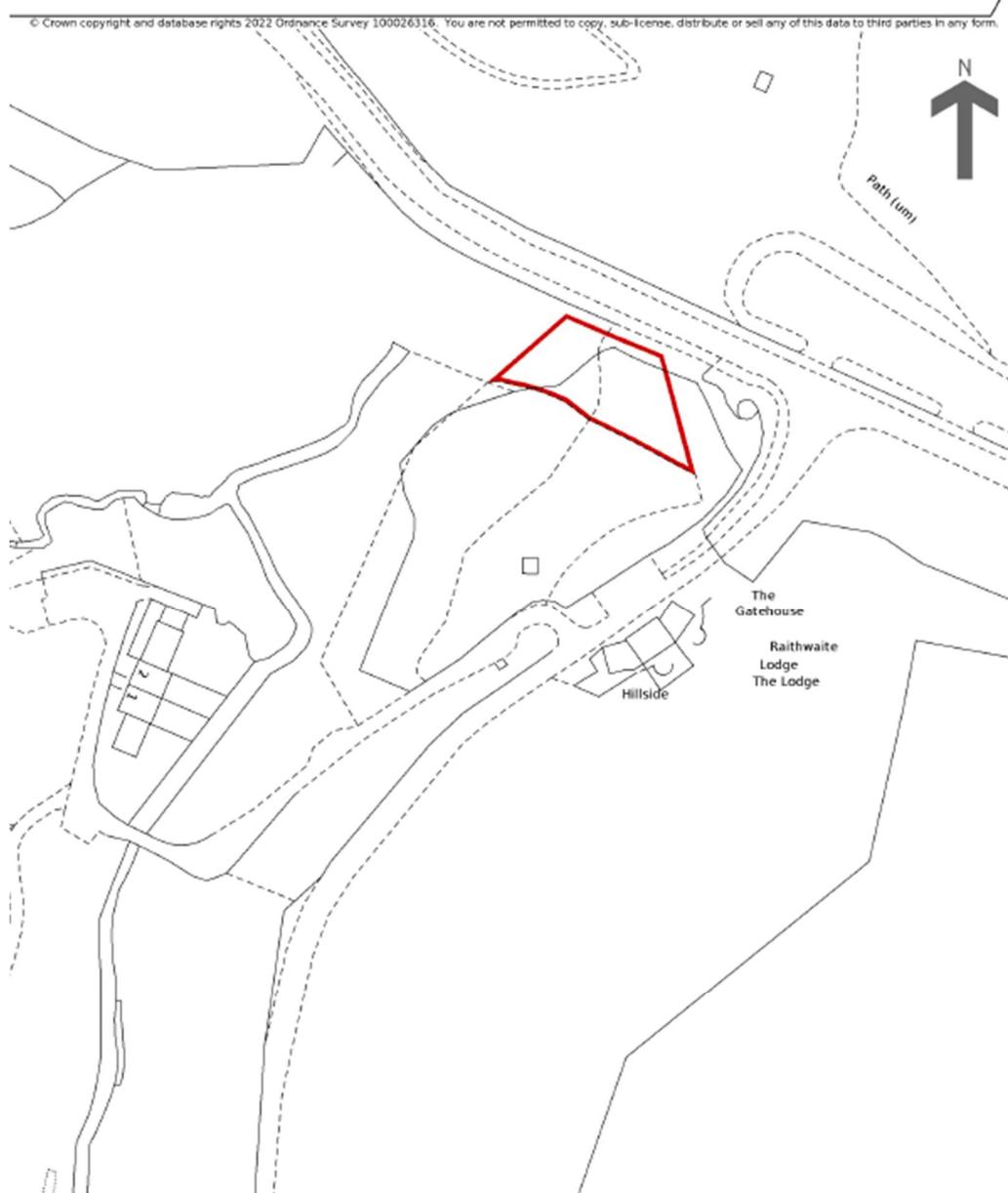
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HM Land Registry
Official copy of
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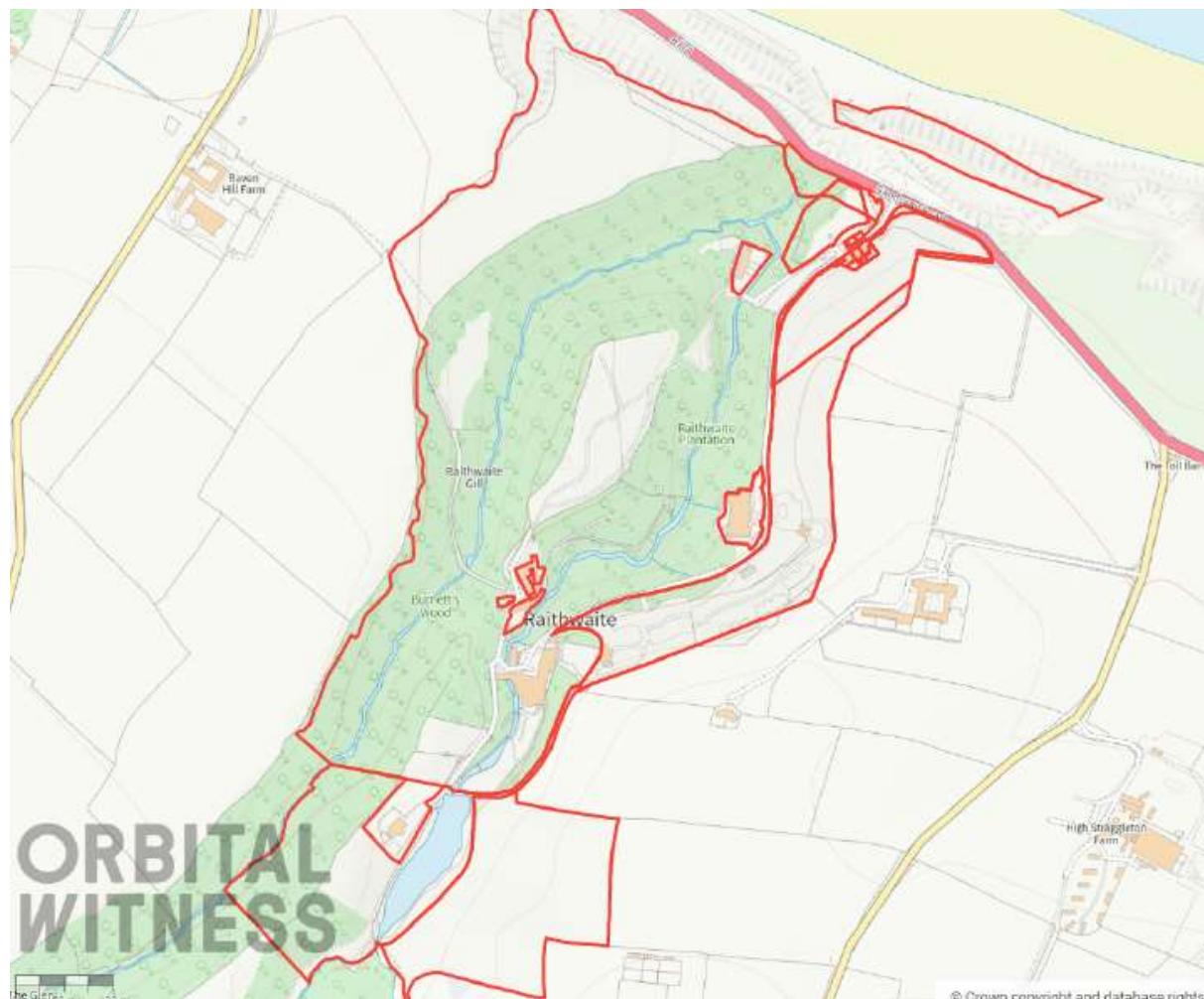
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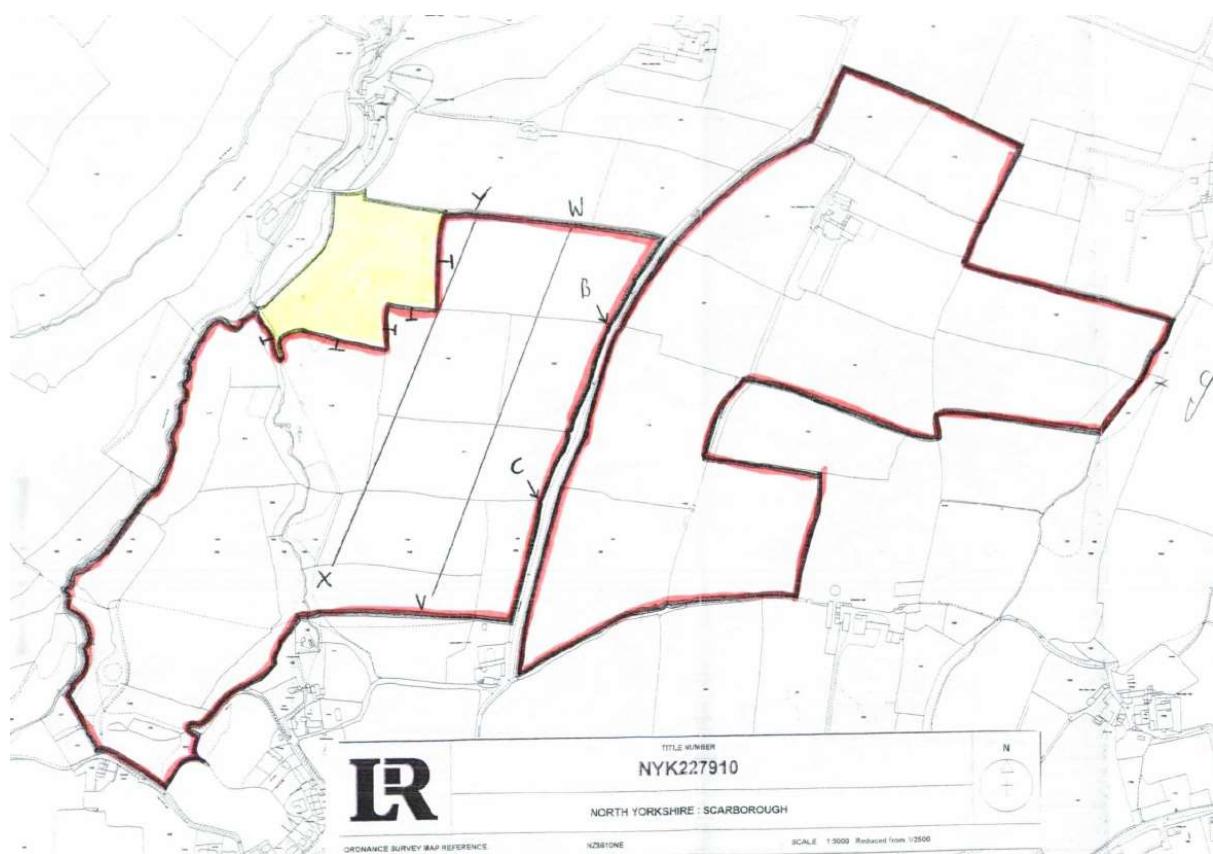
Plan 16

Composite Plan



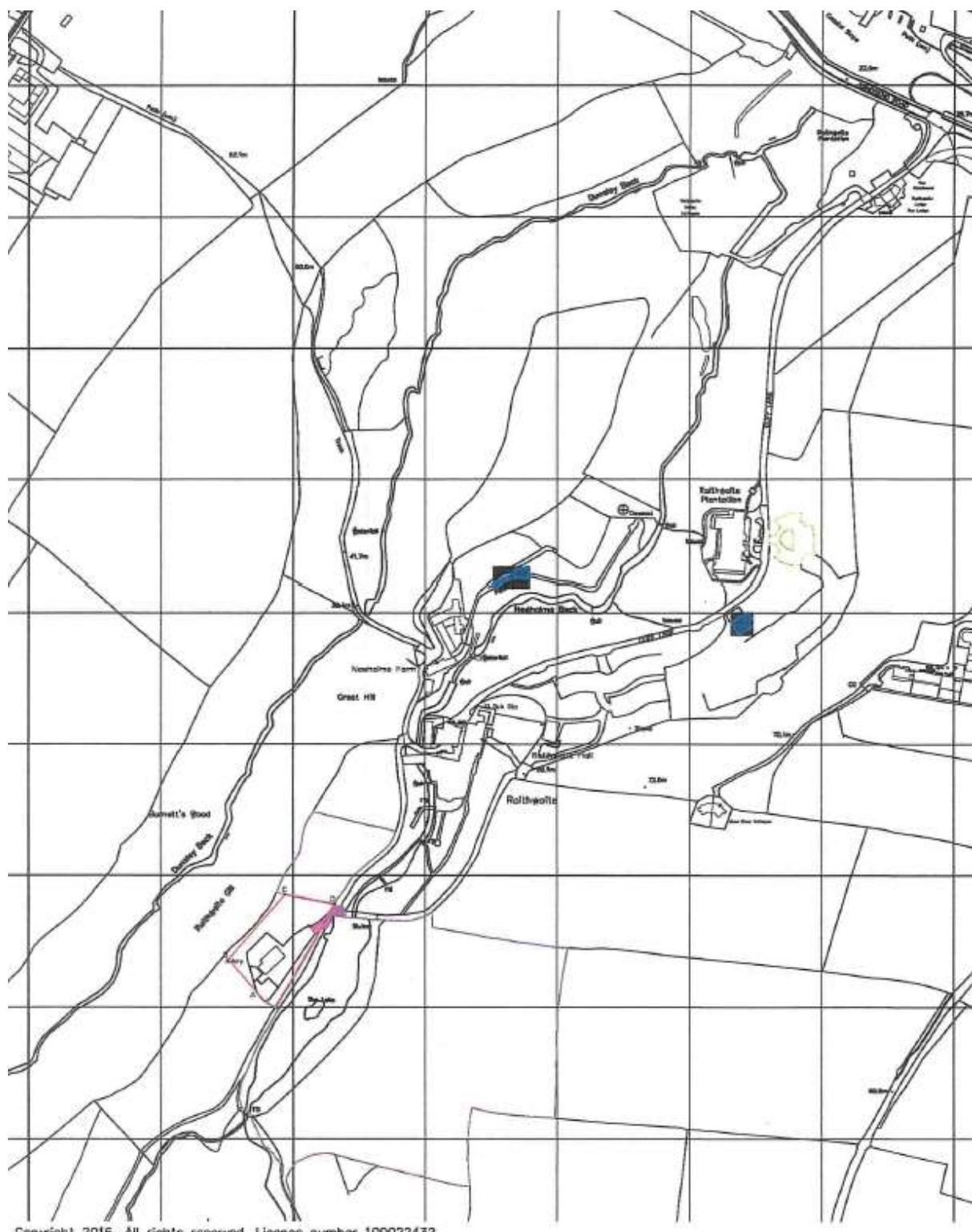
Plan 17

2006 Transfer Plans



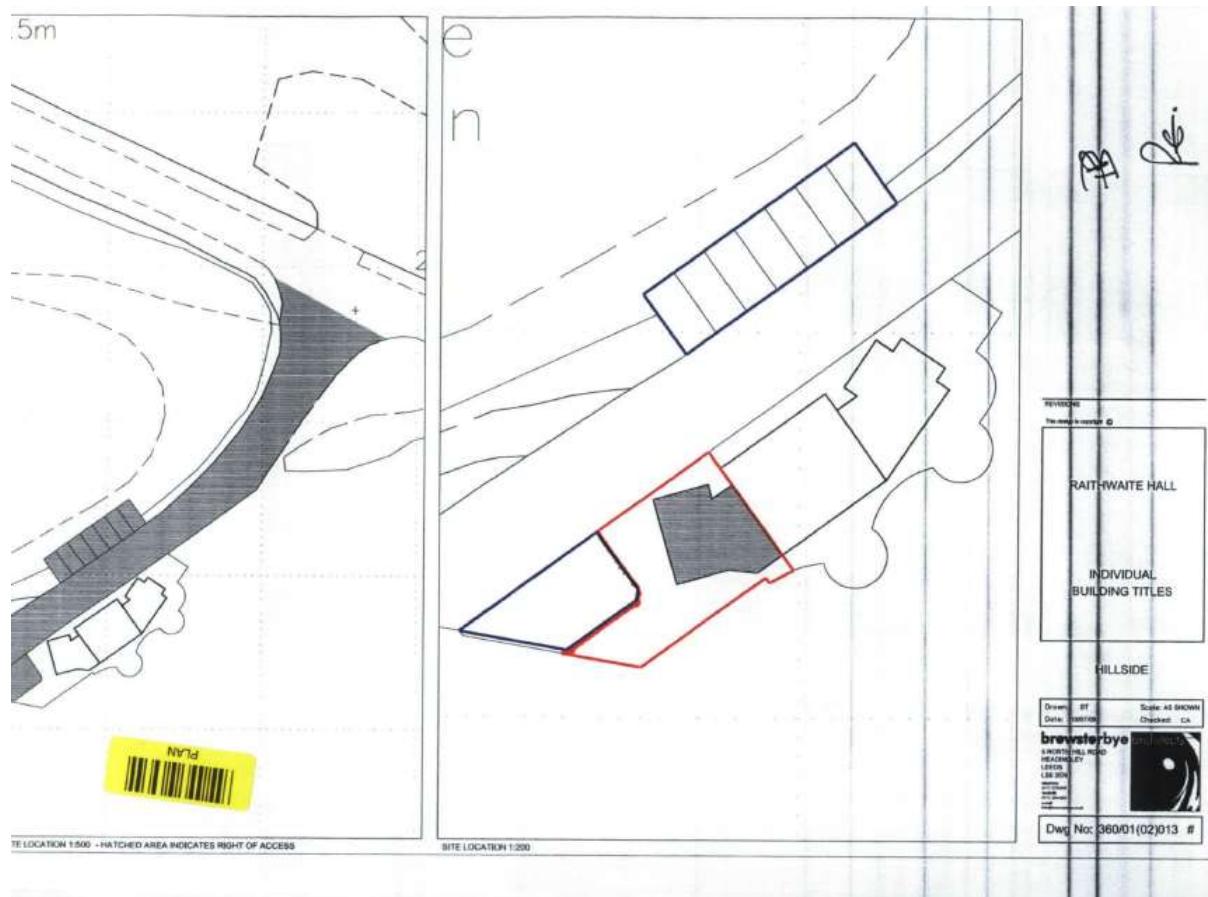
Plan 18

August 2020 Transfer Plan



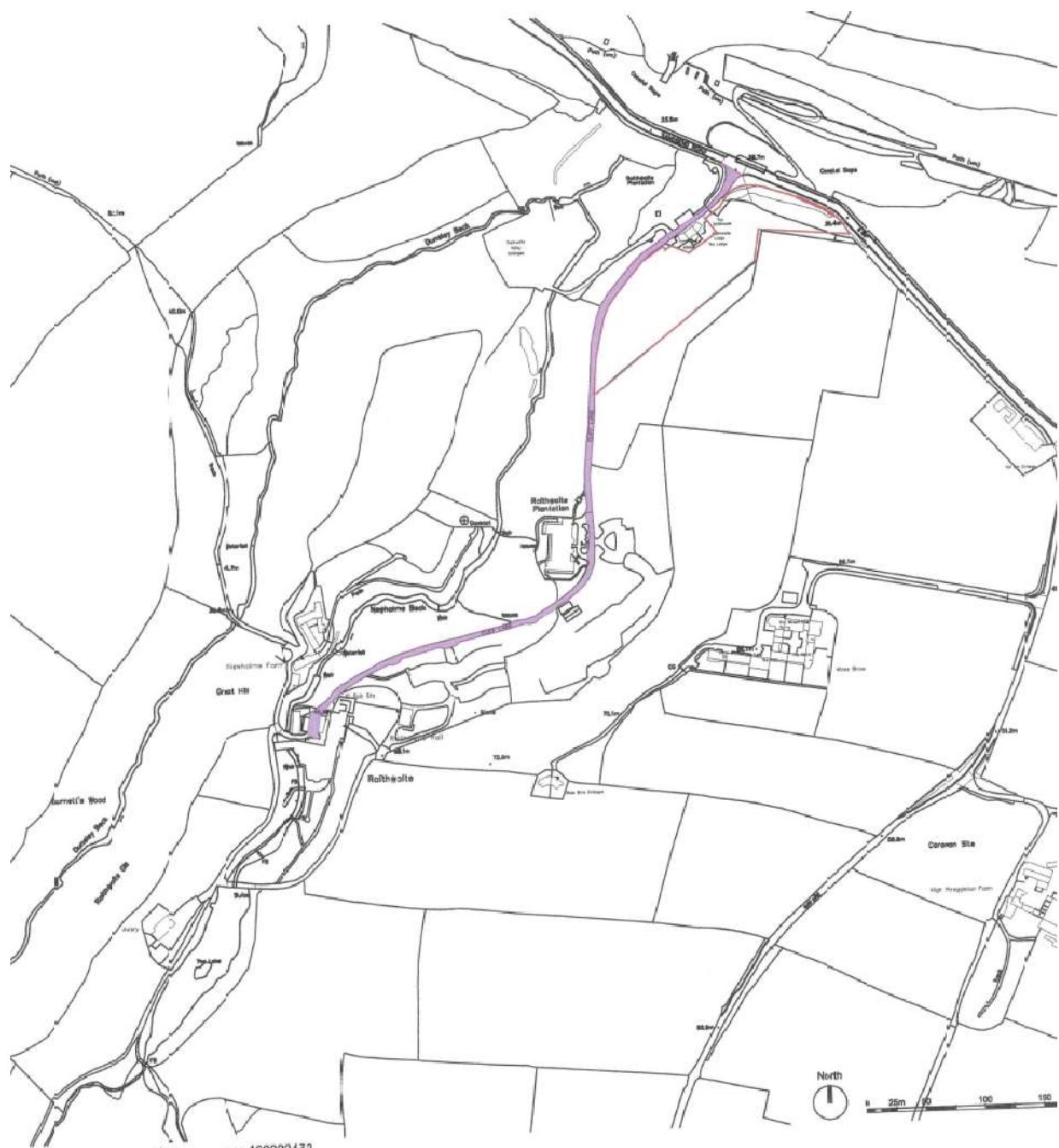
Plan 19

2009 Transfer Plan

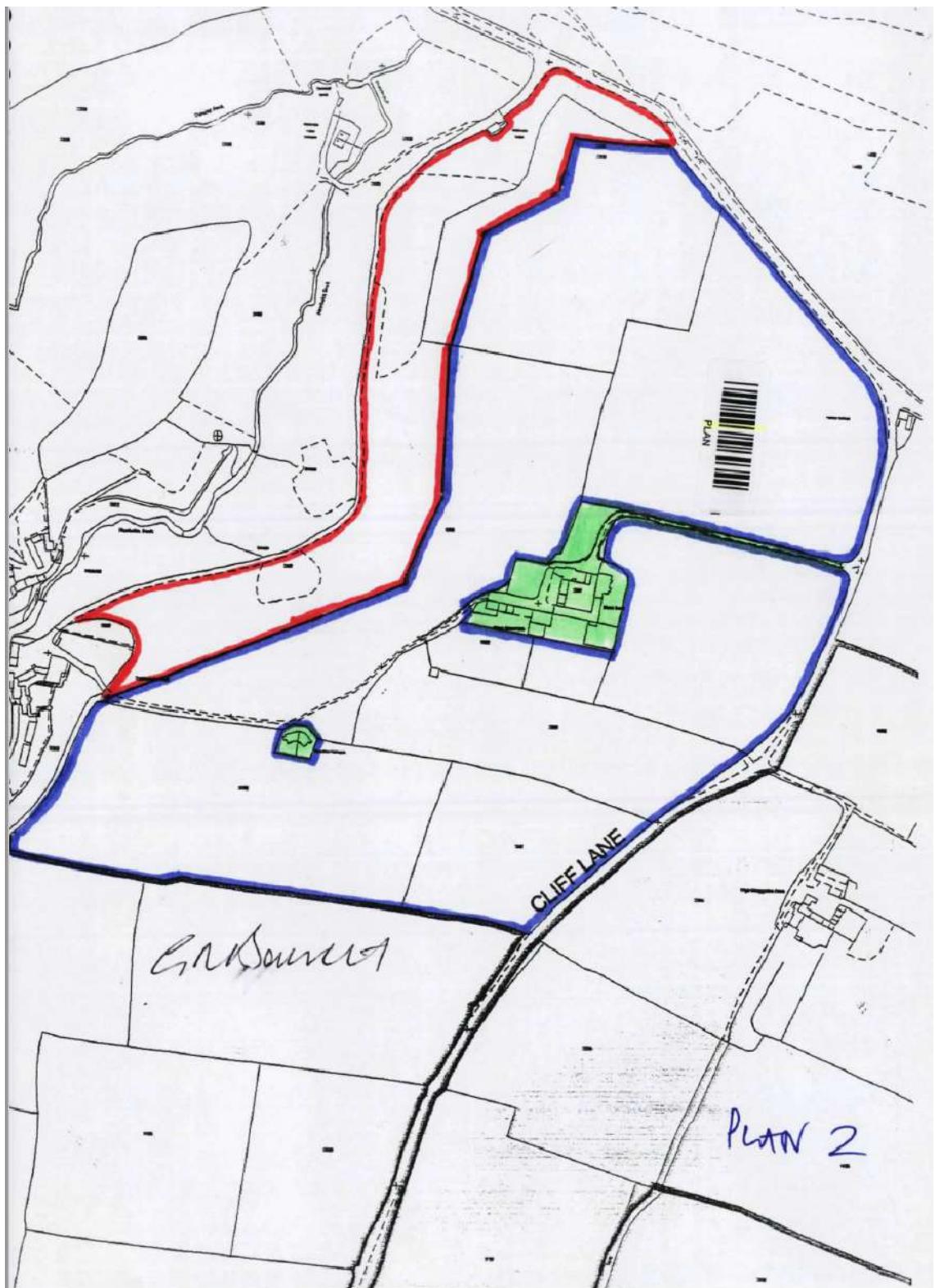


Plan 20

February 2021 Transfer Plan – Estate Road

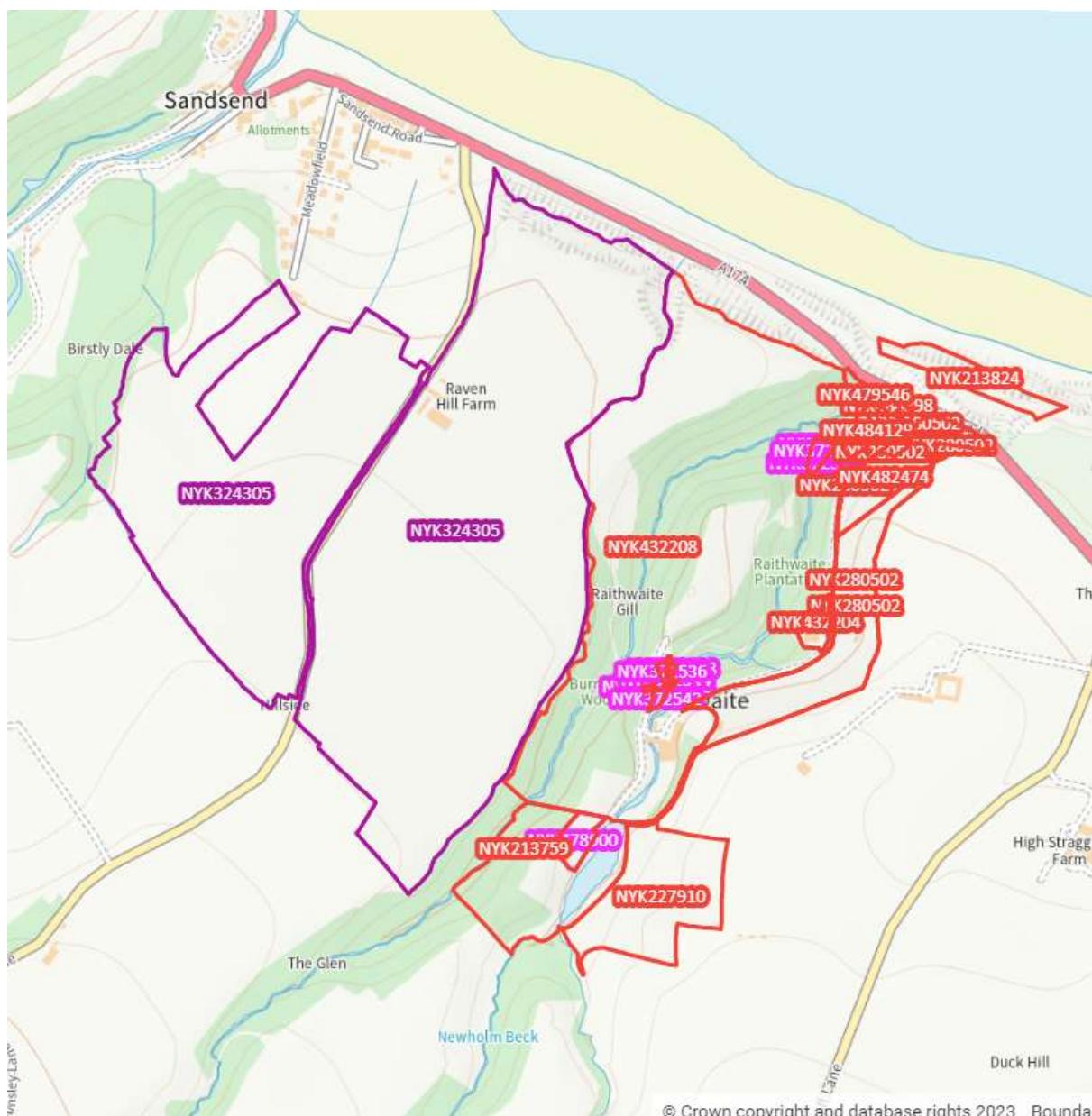


Plan 21



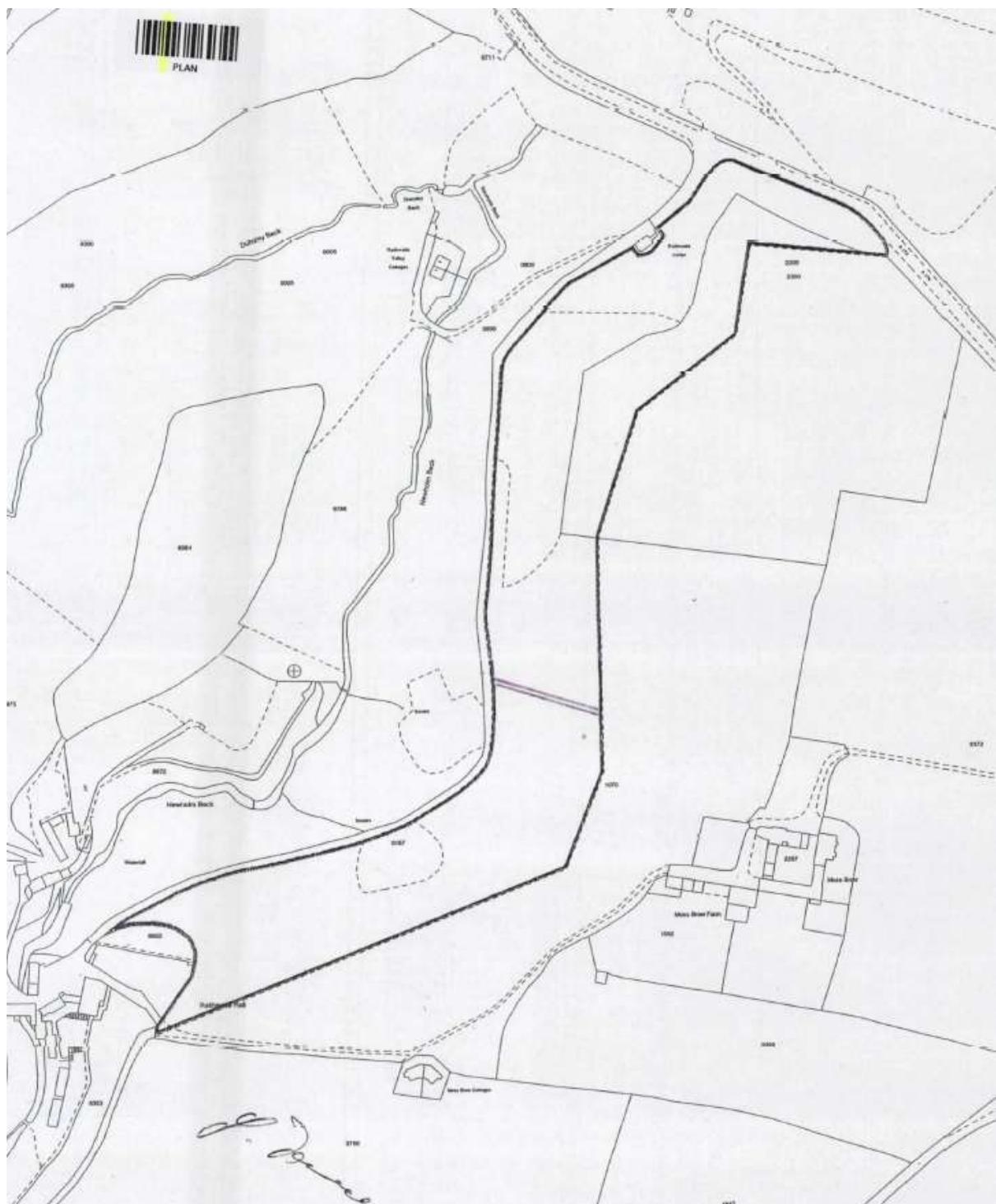
Plan 22

Title NYK324305 – shown edged purple



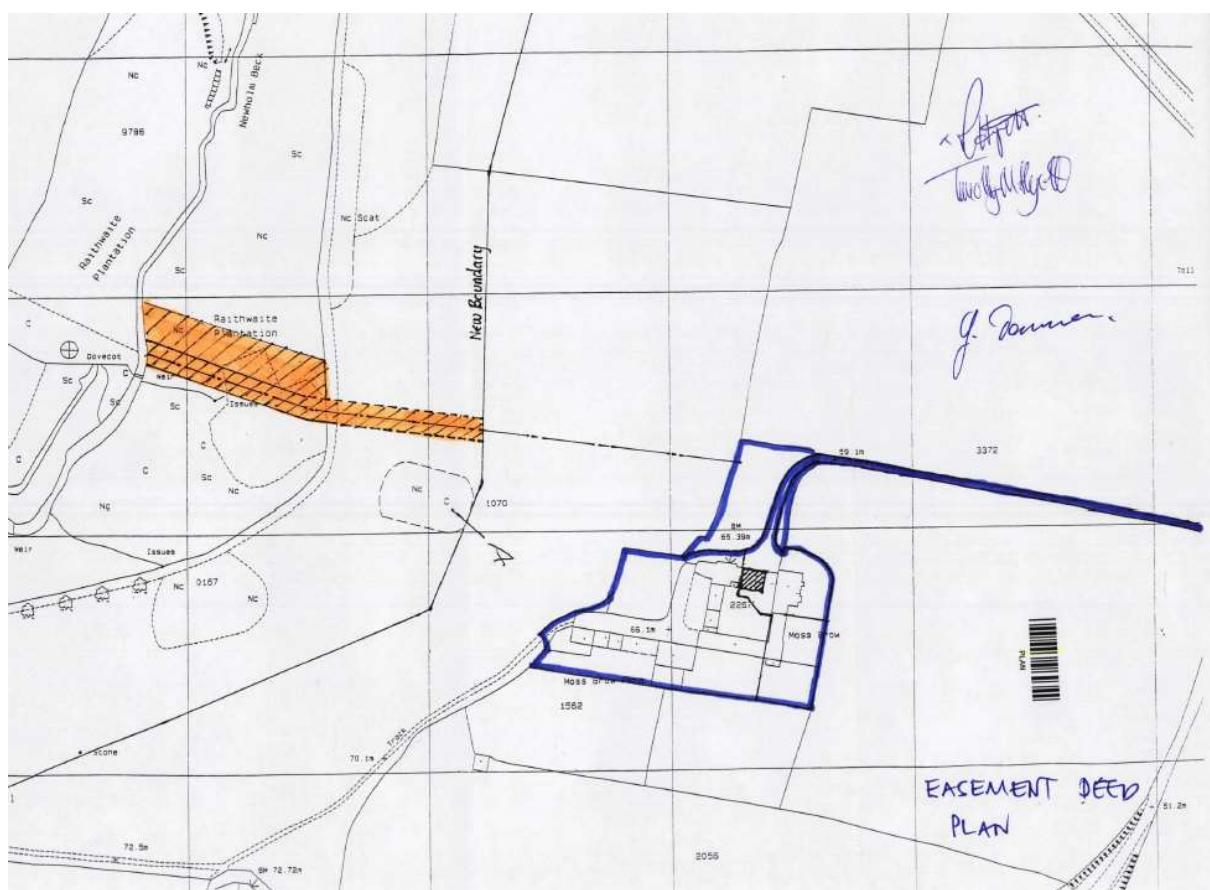
Plan 23

2004 Deed Plan



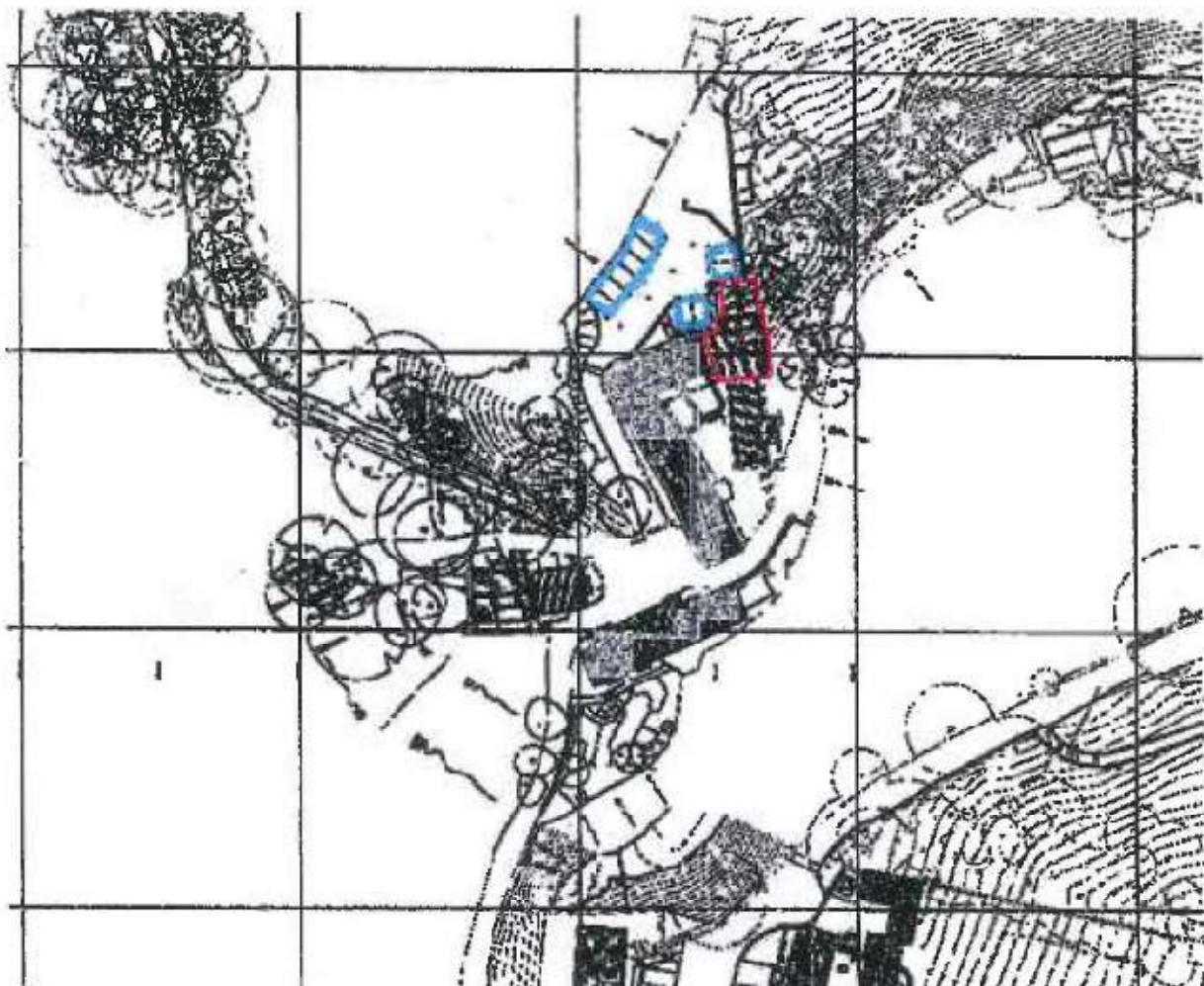
Plan 24

May 2003 Deed Plan



Plan 25

Discovery March 2016 Deed



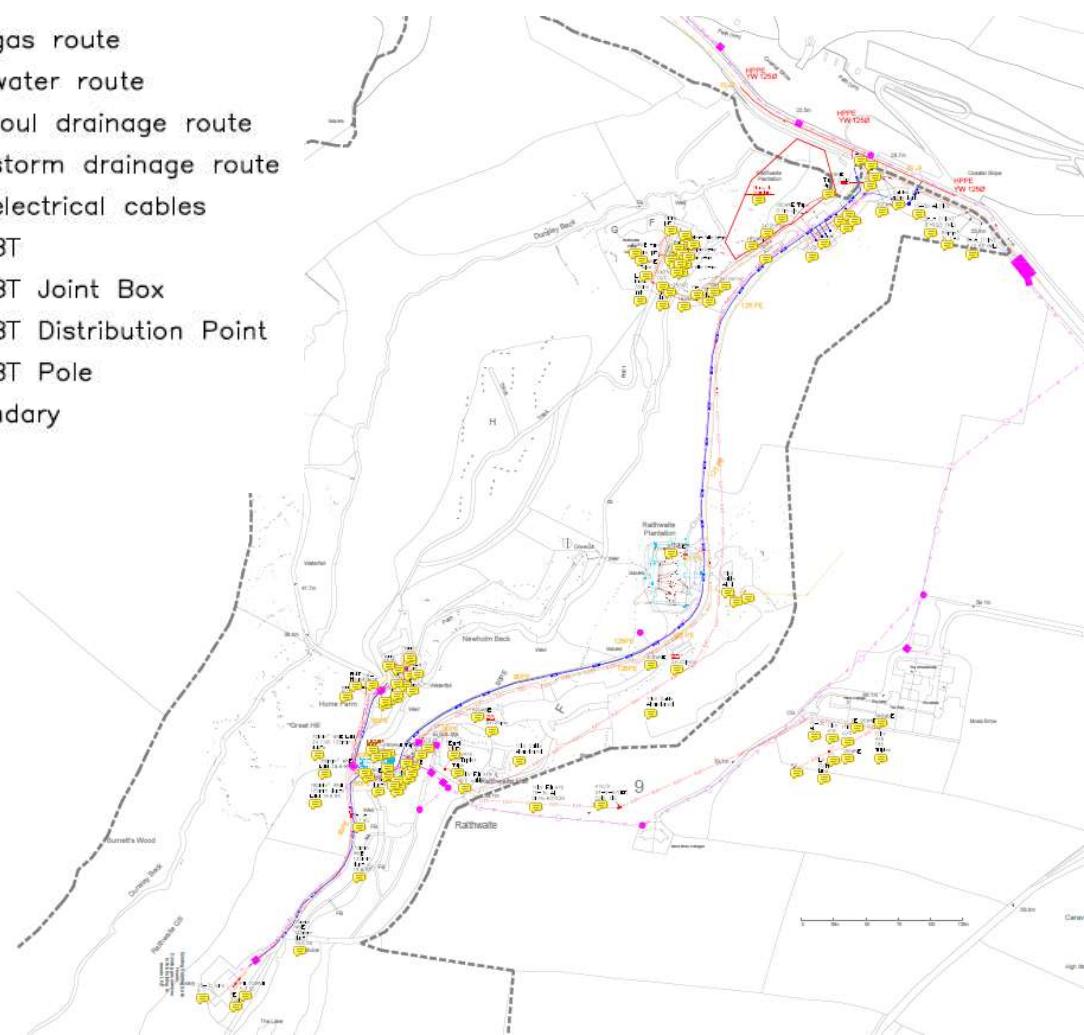
SCALE 1:1250

Plan 26

Existing Services Plan

LEGEND

- GAS Existing gas route
- MCW Existing water route
- Existing foul drainage route
- Existing storm drainage route
- ELEC Existing electrical cables
- Existing BT
- Existing BT Joint Box
- Existing BT Distribution Point
- Existing BT Pole
- Site Boundary



Plan 27

Highways Plan 1



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Site Boundary

Public

Highway maintainable at public expense as defined under S36 of the Highways Act.

Private

Road has not been adopted as a highway maintainable at public expense.

Members of the public may still have the right to use the road in their vehicles or on foot but the responsibility for and cost of maintenance is held privately.

PMH/S38

Prospectively Maintainable Highway - Road is not currently adopted as a highway maintainable at public expense but the relevant authority has indicated through proposals, bonds, bond waivers or other means that they may adopt the road for maintenance at a future date.

Highways Agency

This road is managed and maintained by the Highways Agency.

Other Maintainable

Where identified please refer to the Notes box on the next page.

Roads investigated are shown coloured on the plan and listed by status in the table. Uncoloured roads have not been checked.

Plan 28

Highways Plan 2



Plan 30
Mining Search Plan 1



GROUND

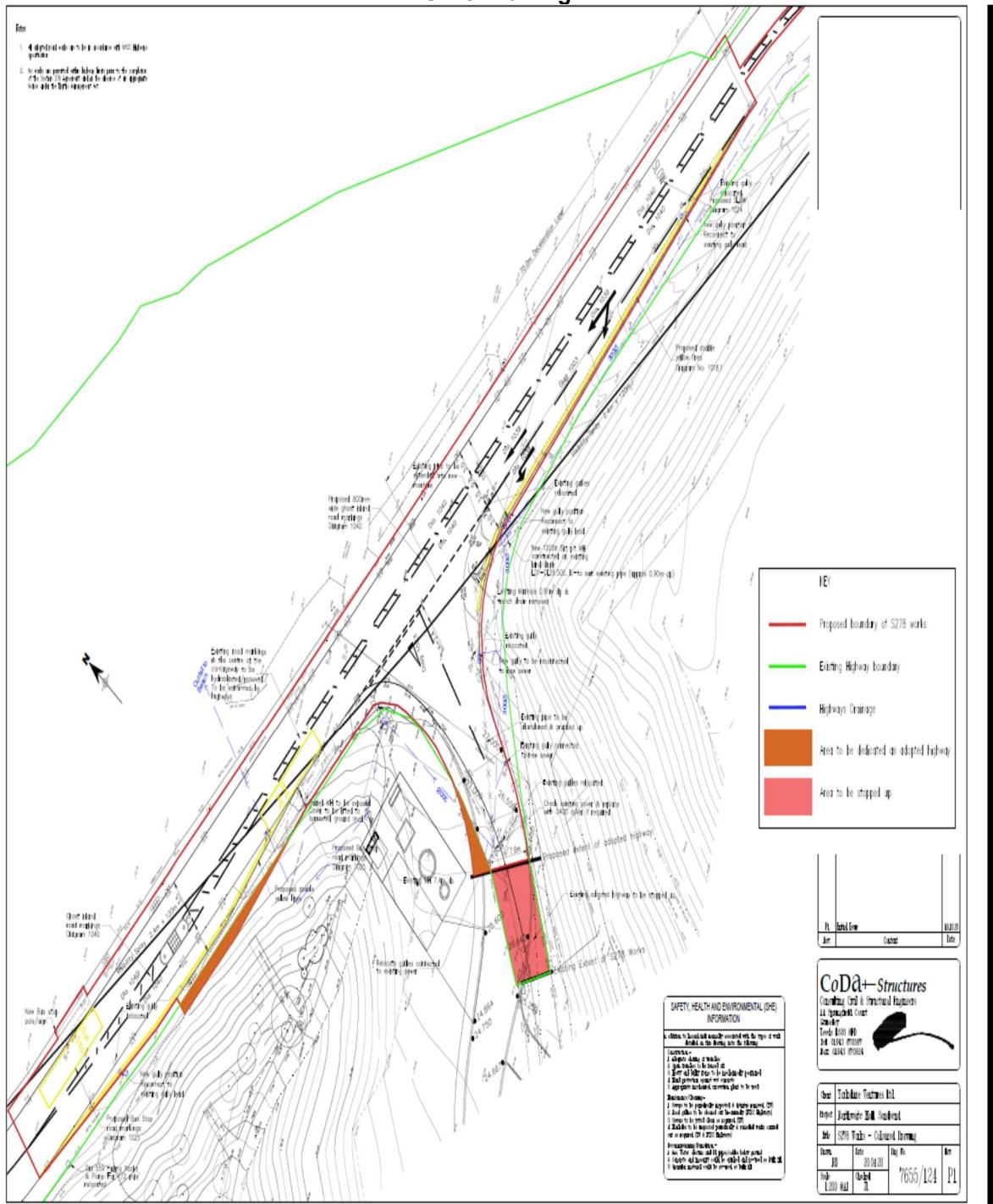
NON-RESIDENTIAL GROUND RISKS REPORT

Coal and all other mining map



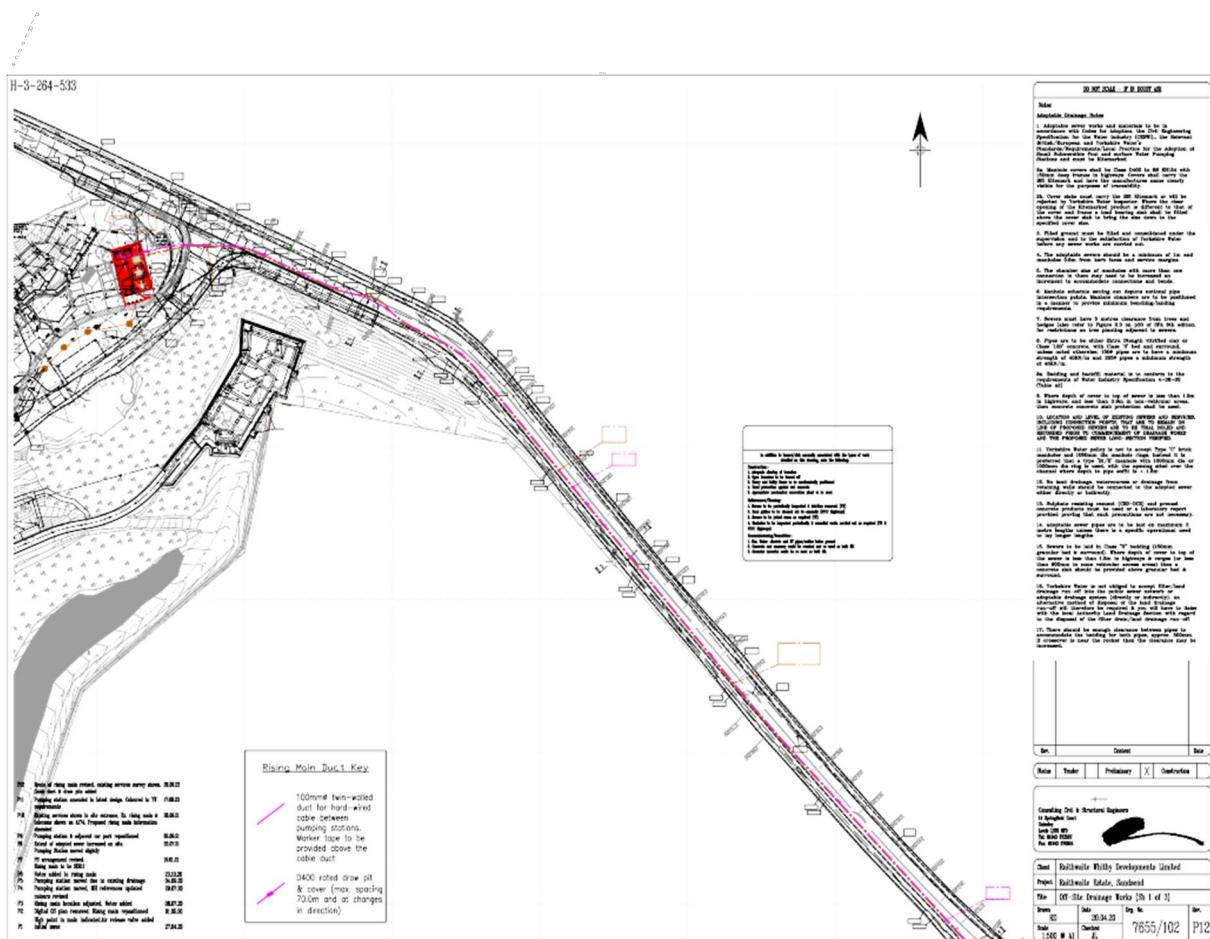
Plan 31

S278 Drawing



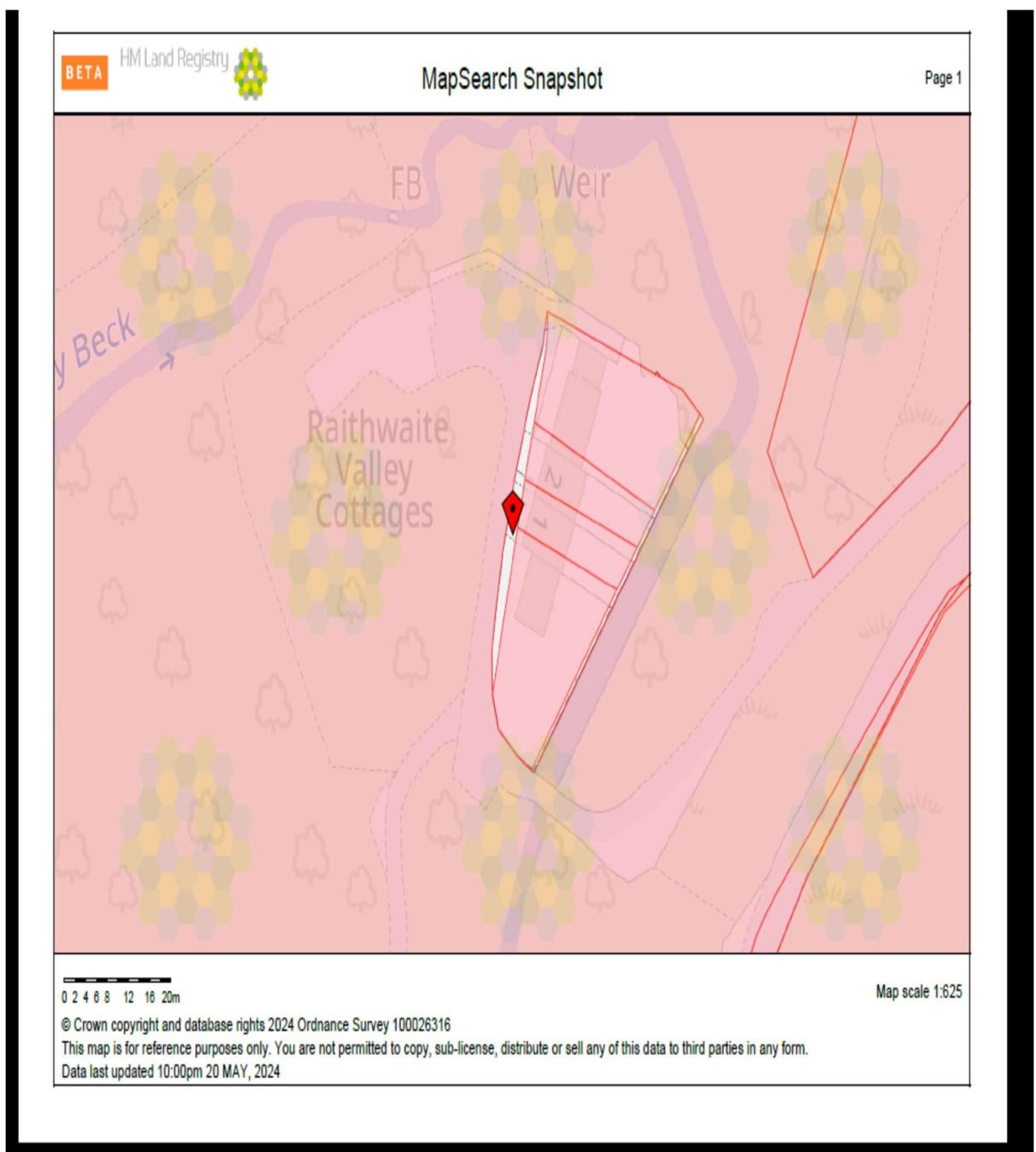
Plan 32

S104 Drawing



Plan 33

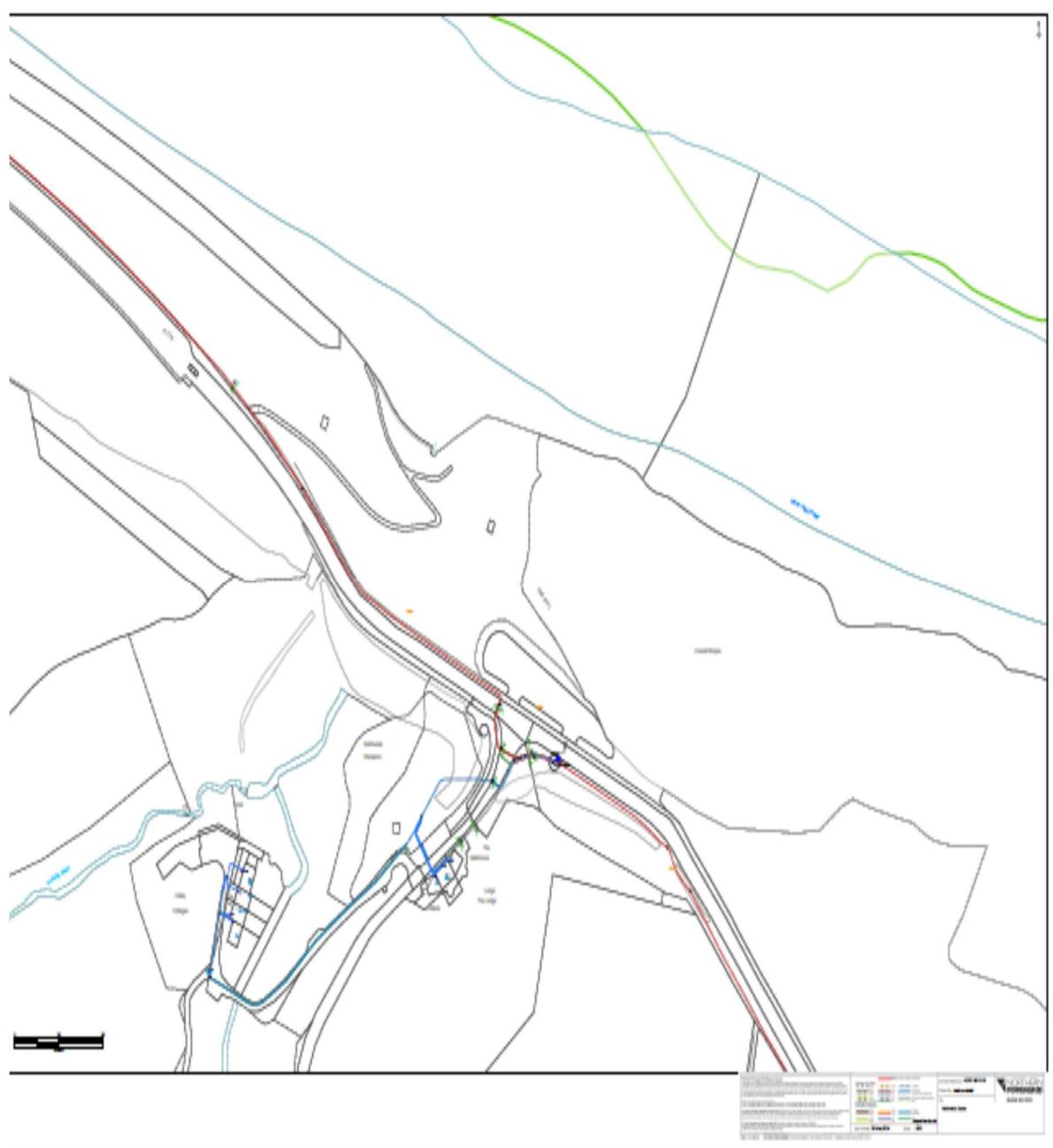
Unregistered Land Plan



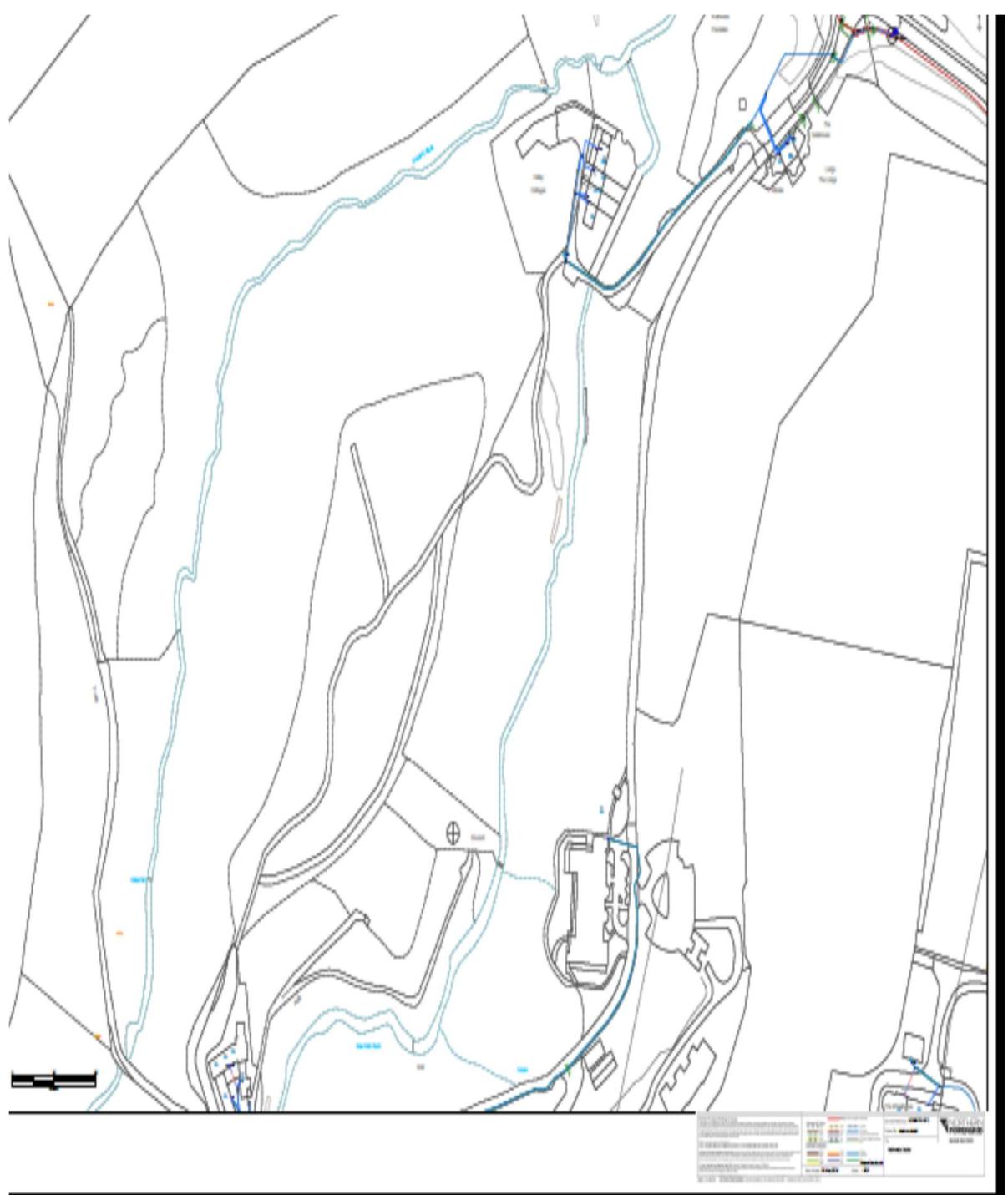
Plans 34-36

Northern Powergrid plans

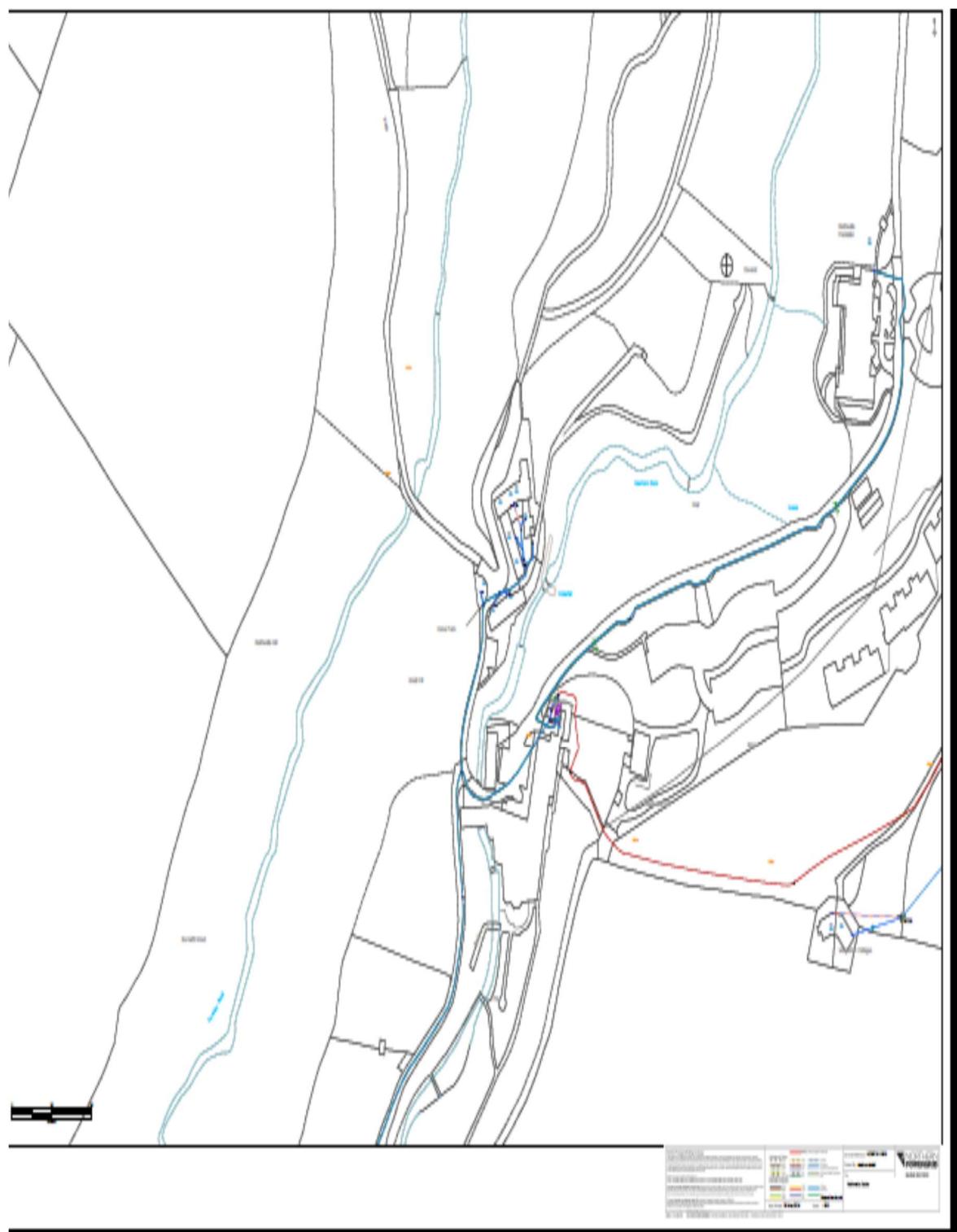
Plan 34



Plan 35

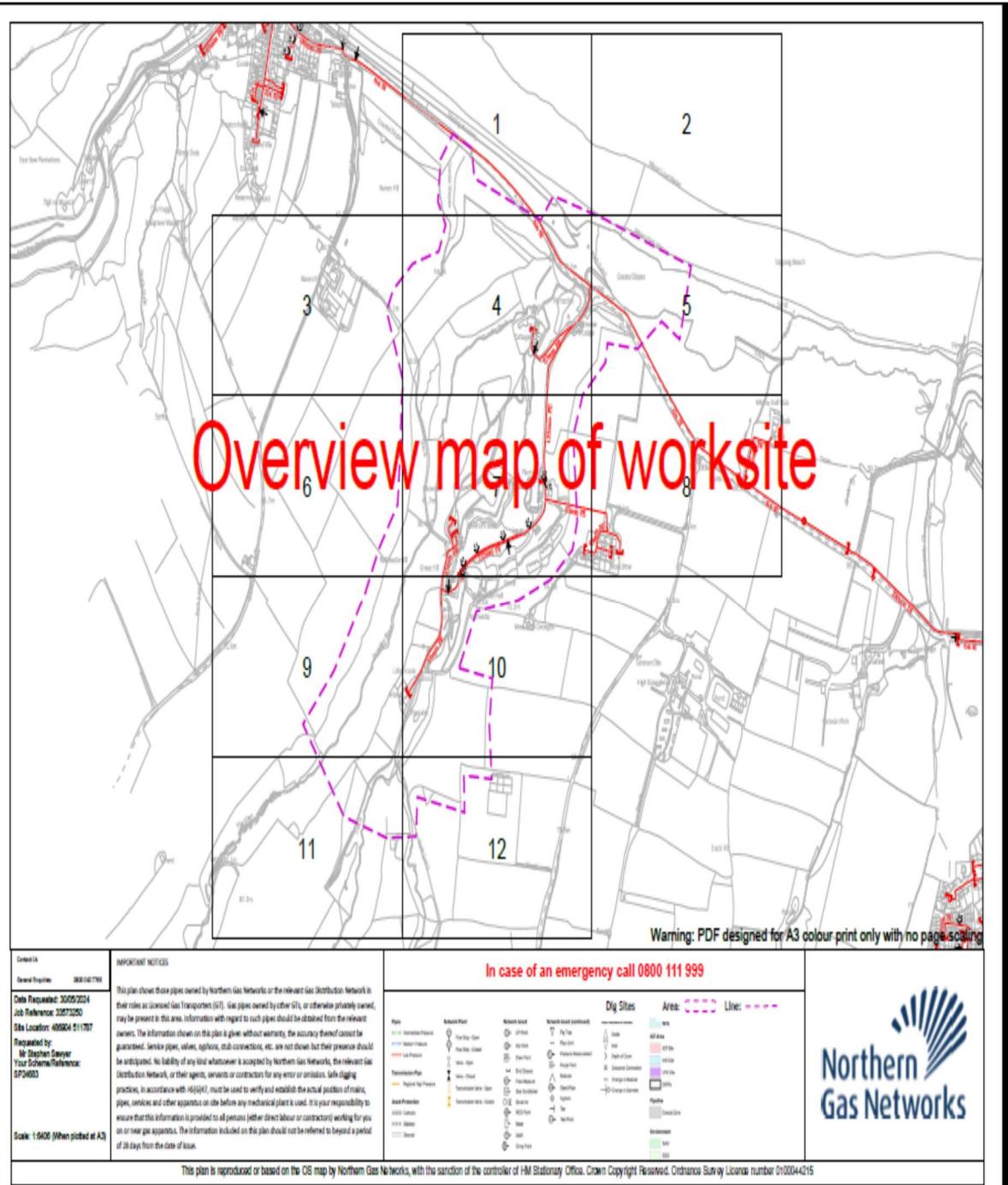


Plan 36



Plan 37

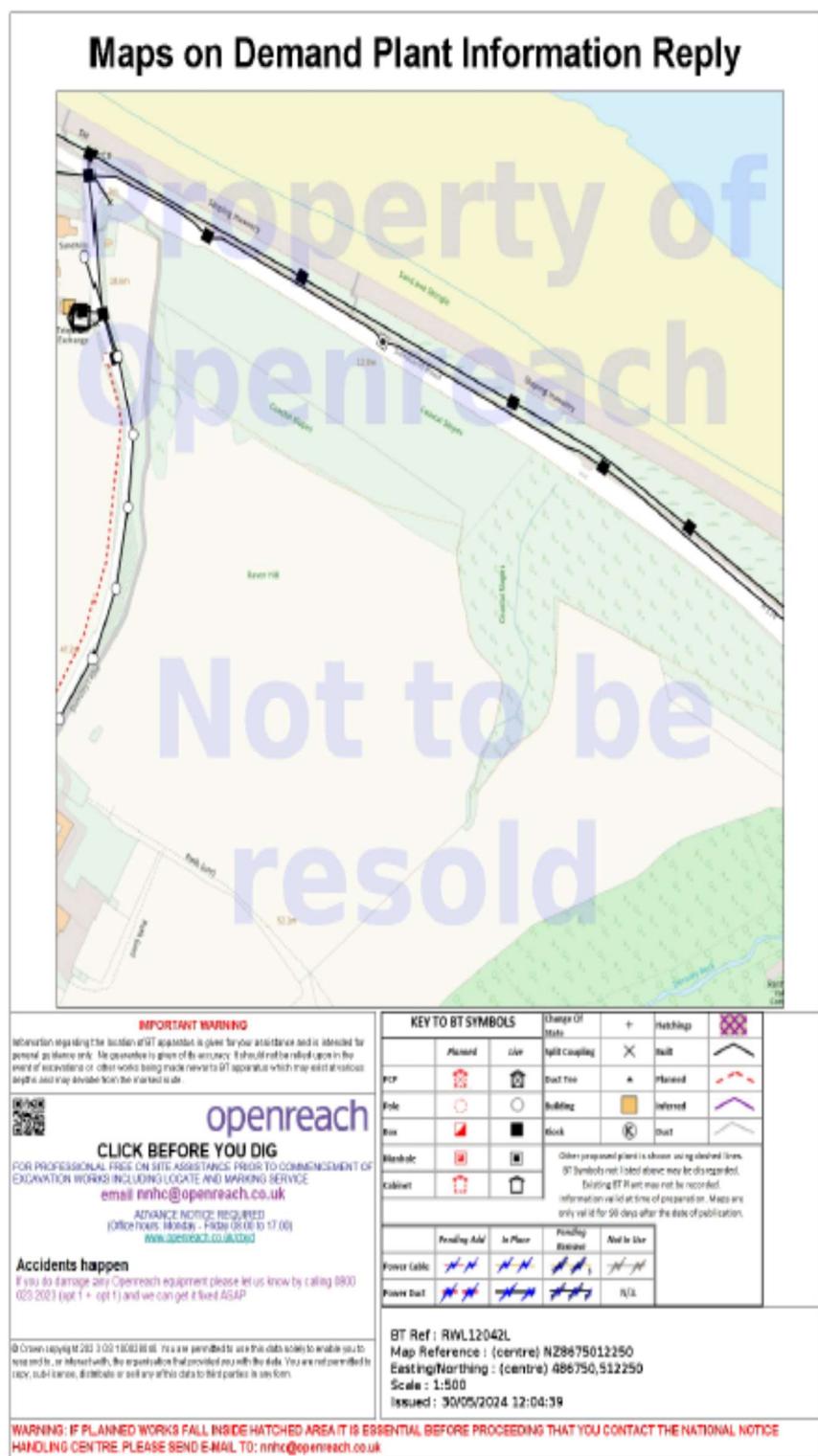
Northern Gas Networks Plan



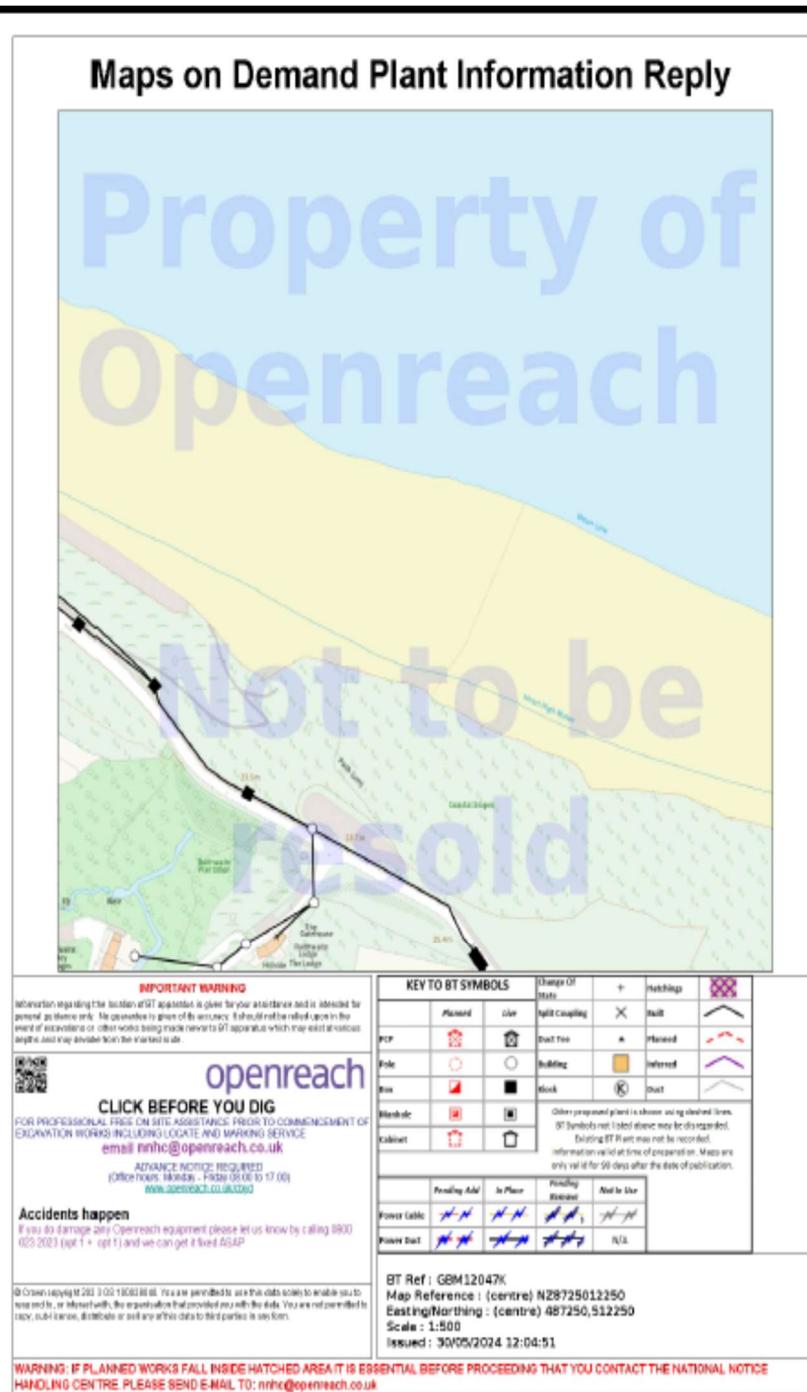
Plans 38-41

BT Openreach Plans

Plan 38

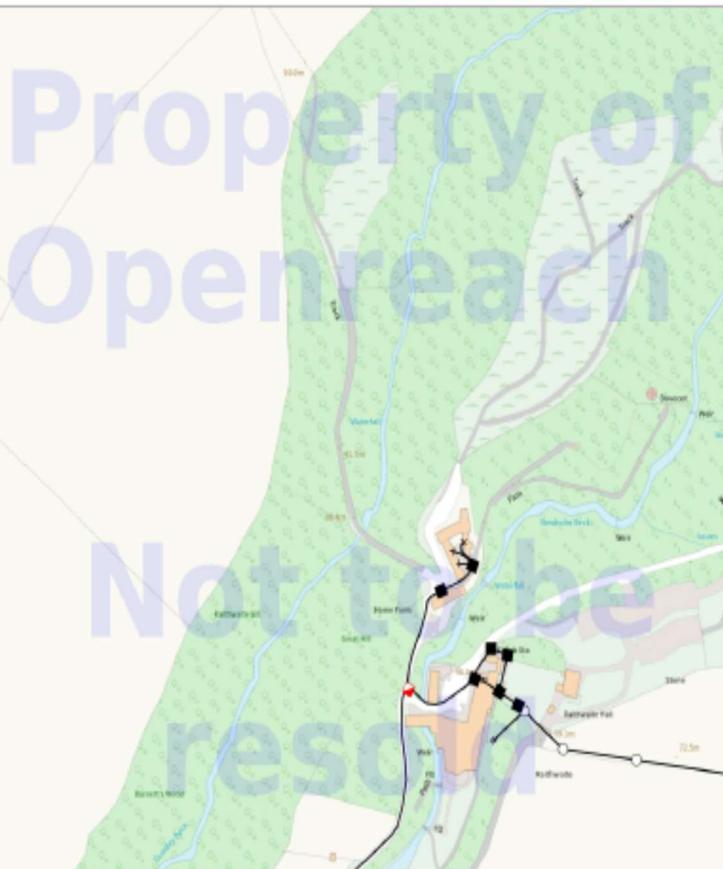


Plan 39



Plan 40

Maps on Demand Plant Information Reply



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for personal guidance only. We apologise in advance for the inaccuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked site.



openreach

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email nnhc@openreach.co.uk

ADVANCE NOTICE REQUIRED
(Office Hours: Monday - Friday 08:00 to 17:00)
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Accidents happen

If you do damage any Openreach equipment please let us know by calling 0800 020 2023 (opt 1 + opt 1) and we can get it fixed ASAP.

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KEY TO BT SYMBOLS

	Change Of State	+	Hatched	
Planned	○	X	■	○
In Place	●	●	●	●
Split Coupling	X	X	X	X
Block	■	■	■	■
Building	●	●	●	●
Inferred	■	■	■	■
Hatched	○	○	○	○
Other proposed plant to follow using standard lines.				
Old symbols not in use above may be disregarded.				
BT symbols not in use may not be recorded.				
Information valid at time of preparation. Maps are only valid for 50 days after the date of publication.				
Pending Add	+	In Place	Pending Removal	Not In Use
Power Cable	+	+	+	+
Power Box	+	+	+	N/A

BT Ref : JLB12049B

Map Reference : (centre) N28875011750

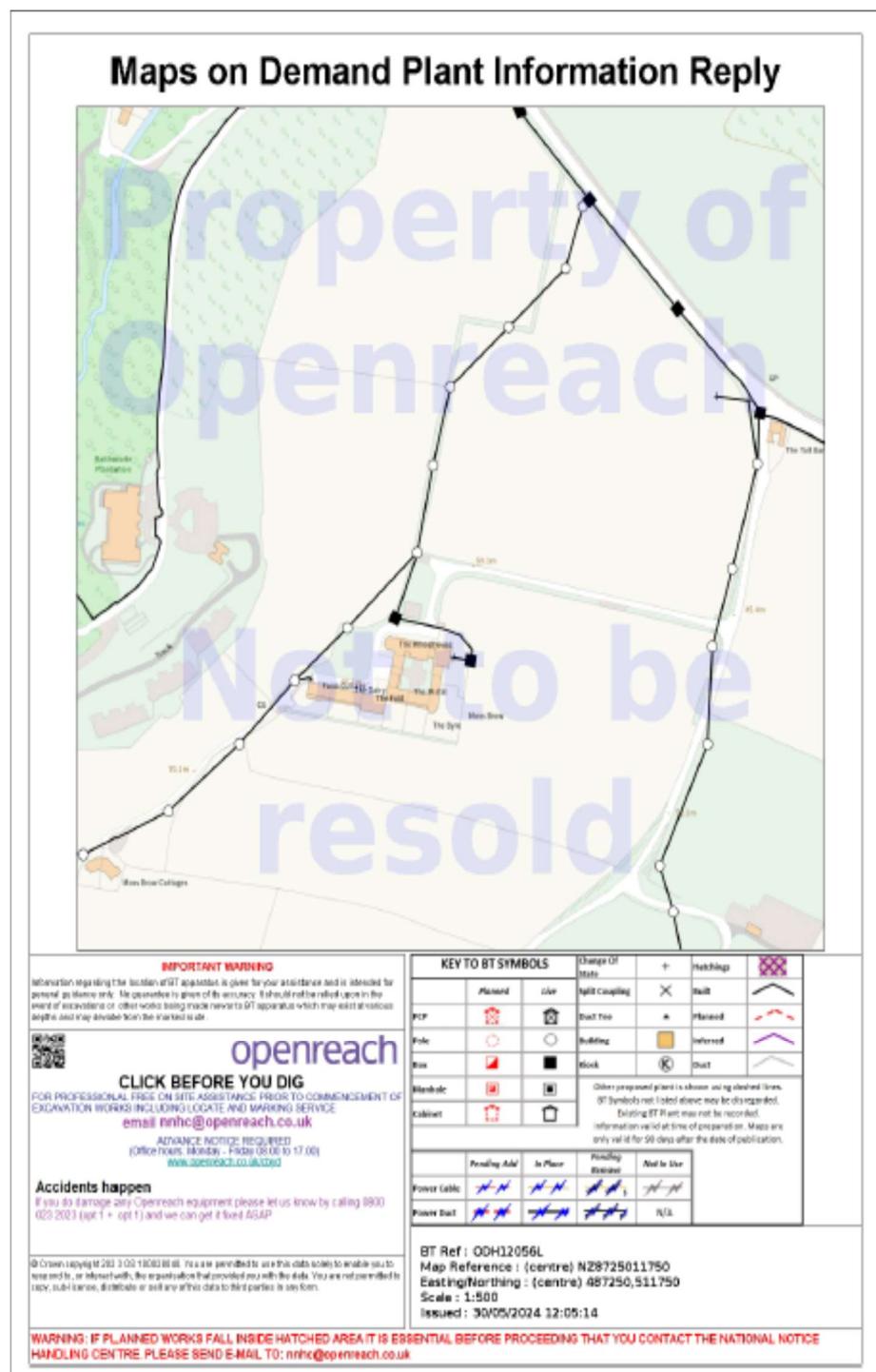
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Scale : 1:500

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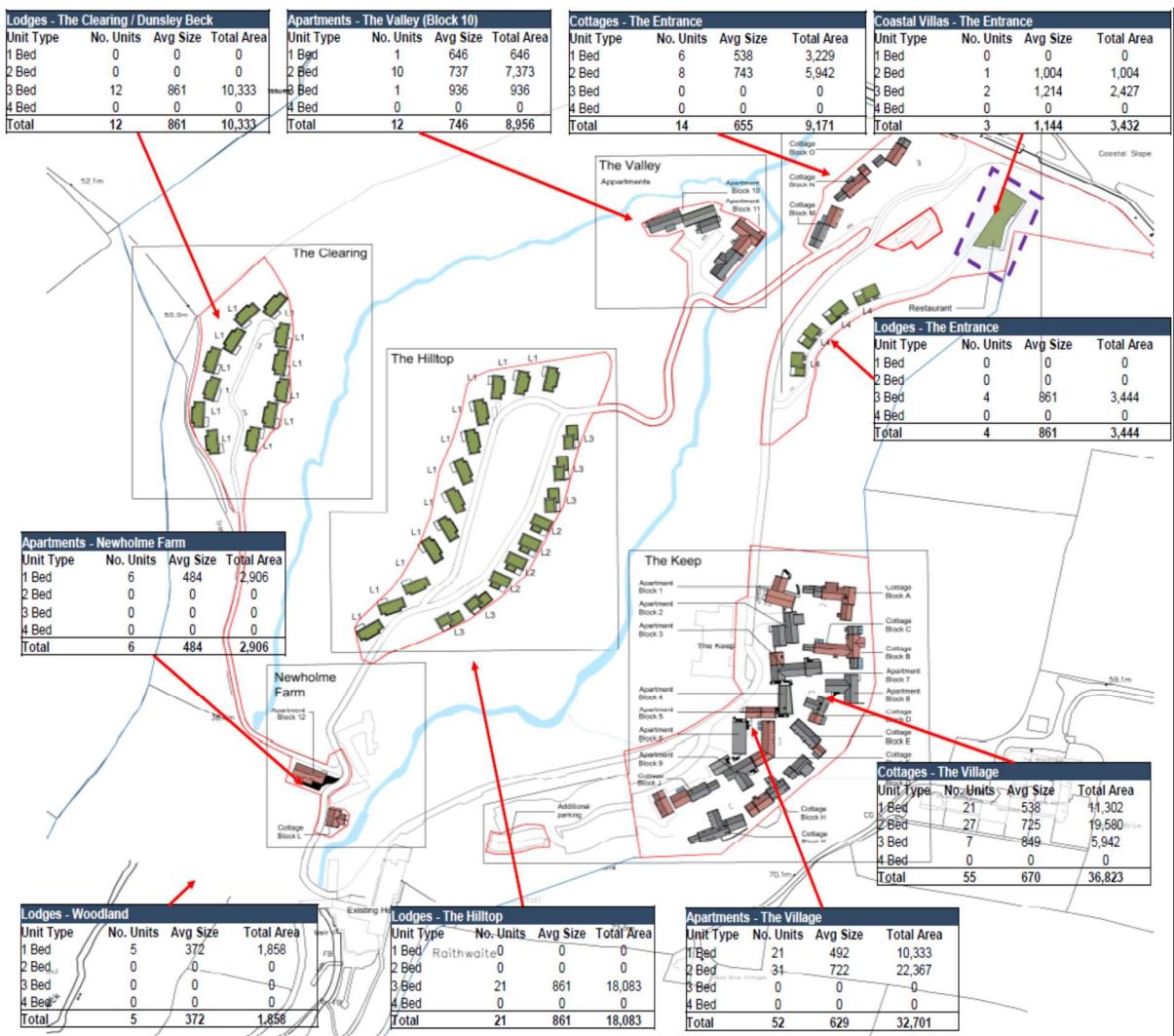
WARNING: IF PLANNED WORKS FALL INSIDE HATCHED AREA IT IS ESSENTIAL BEFORE PROCEEDING THAT YOU CONTACT THE NATIONAL NOTICE HANDLING CENTRE PLEASE SEND E-MAIL TO: nnhc@openreach.co.uk

Plan 41



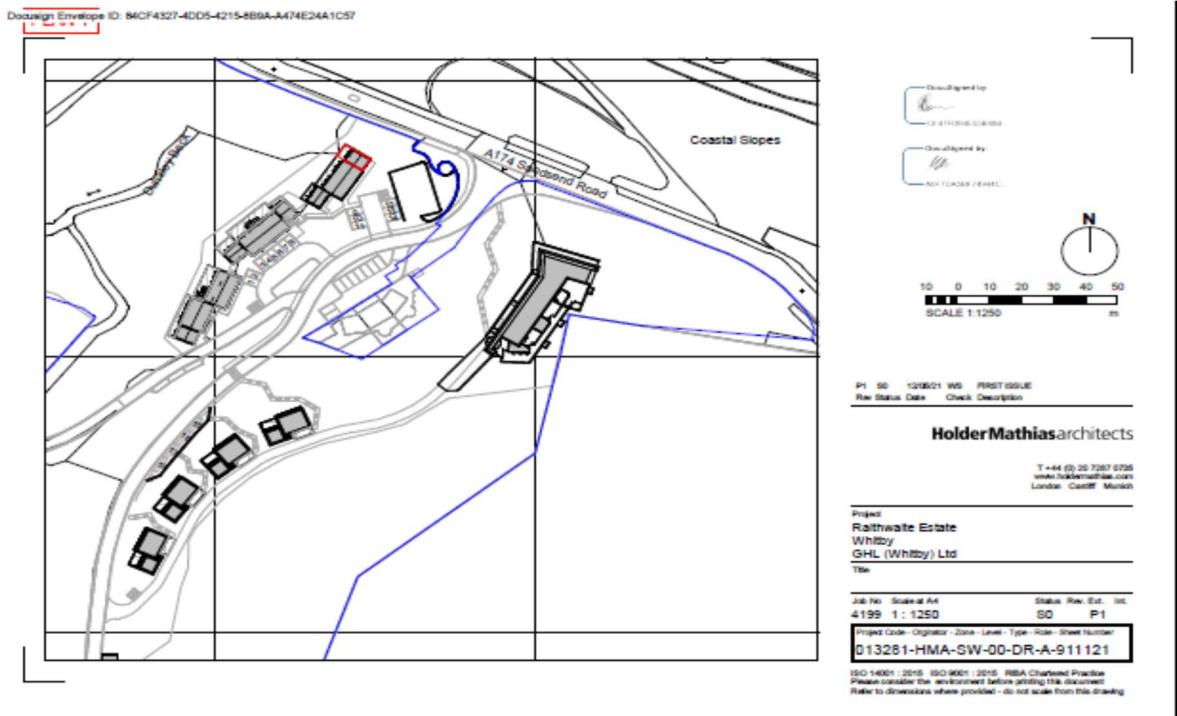
Plan 42

Development outline plan



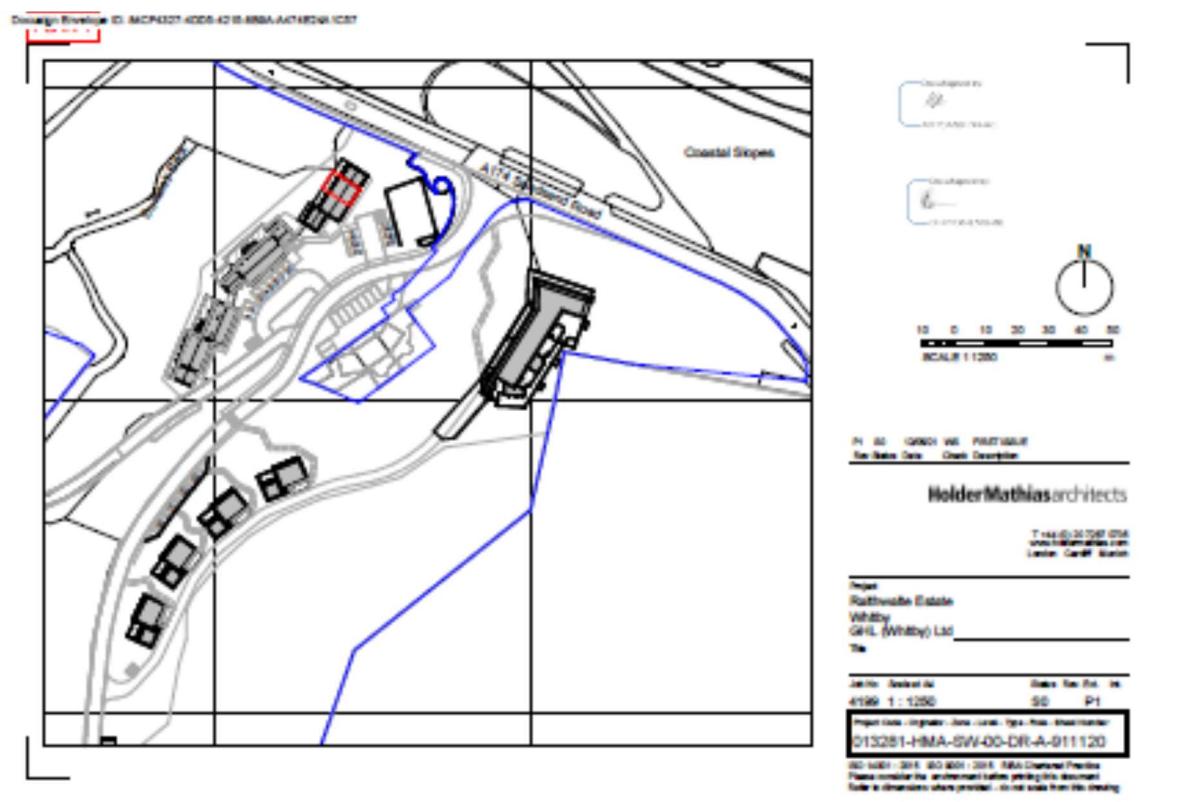
Plan 43

Unit C1



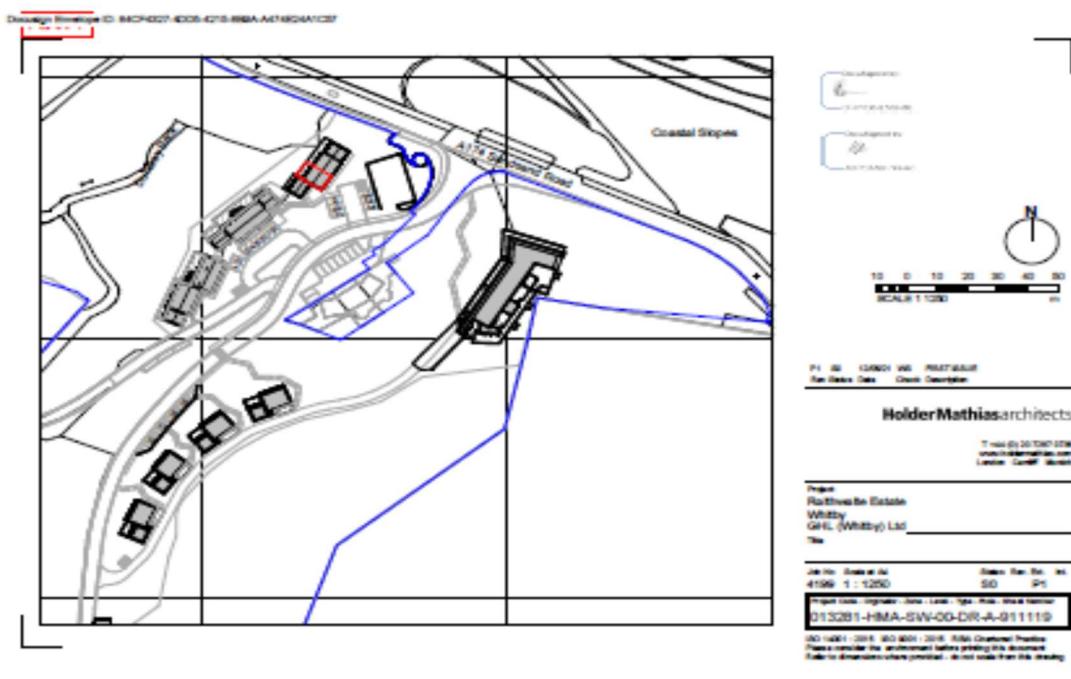
Plan 44

Unit C2



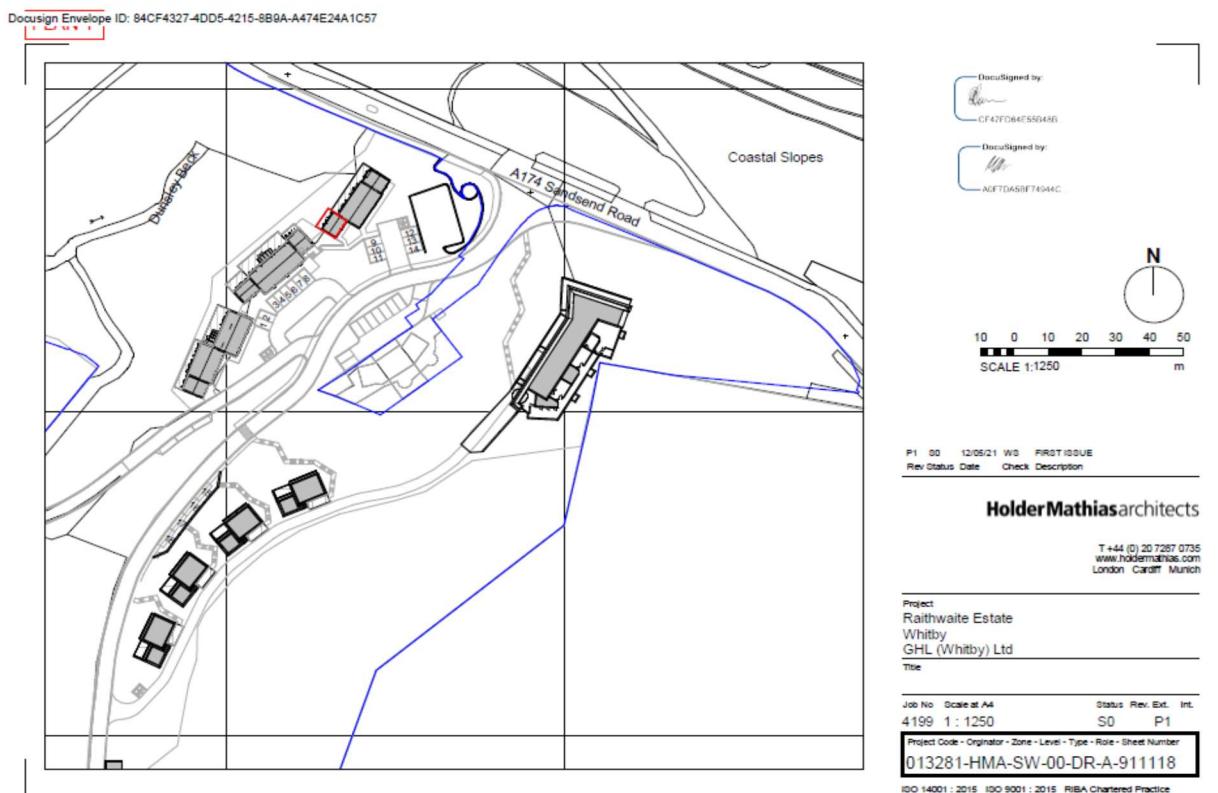
Plan 45

Unit C3



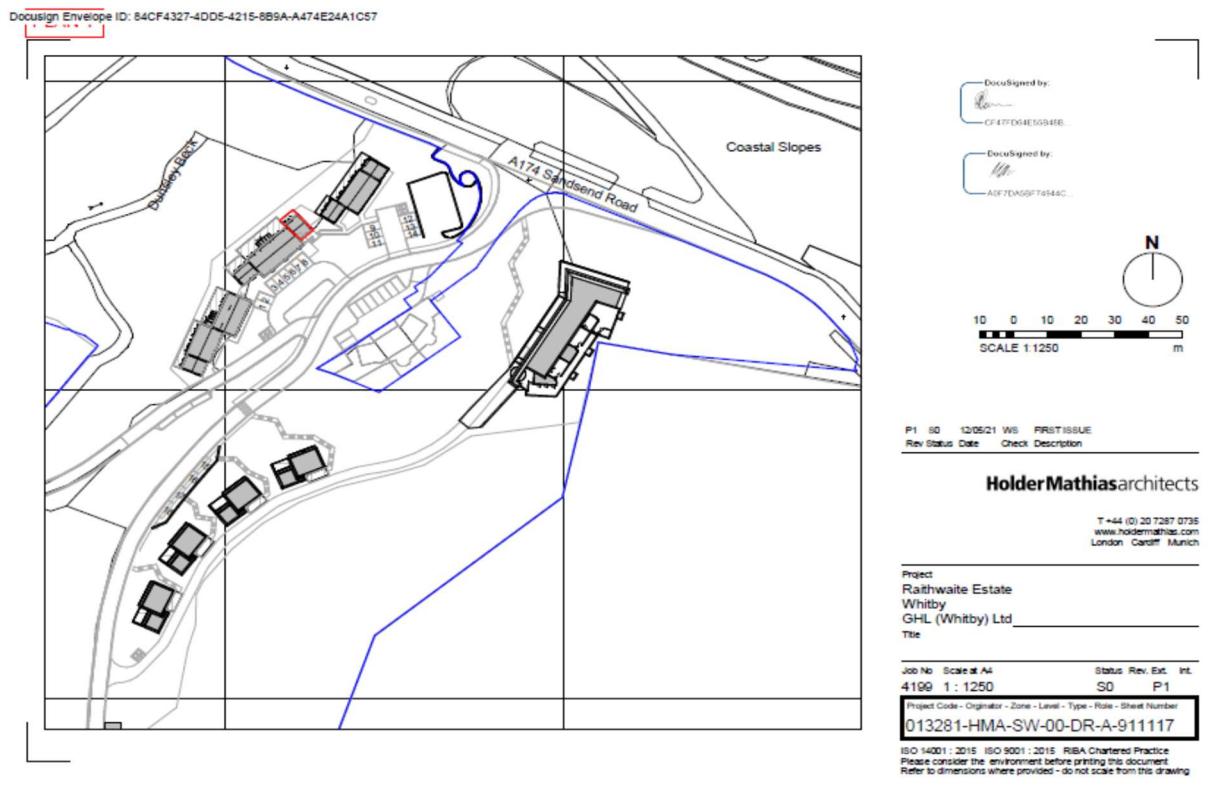
Plan 46

Unit C4



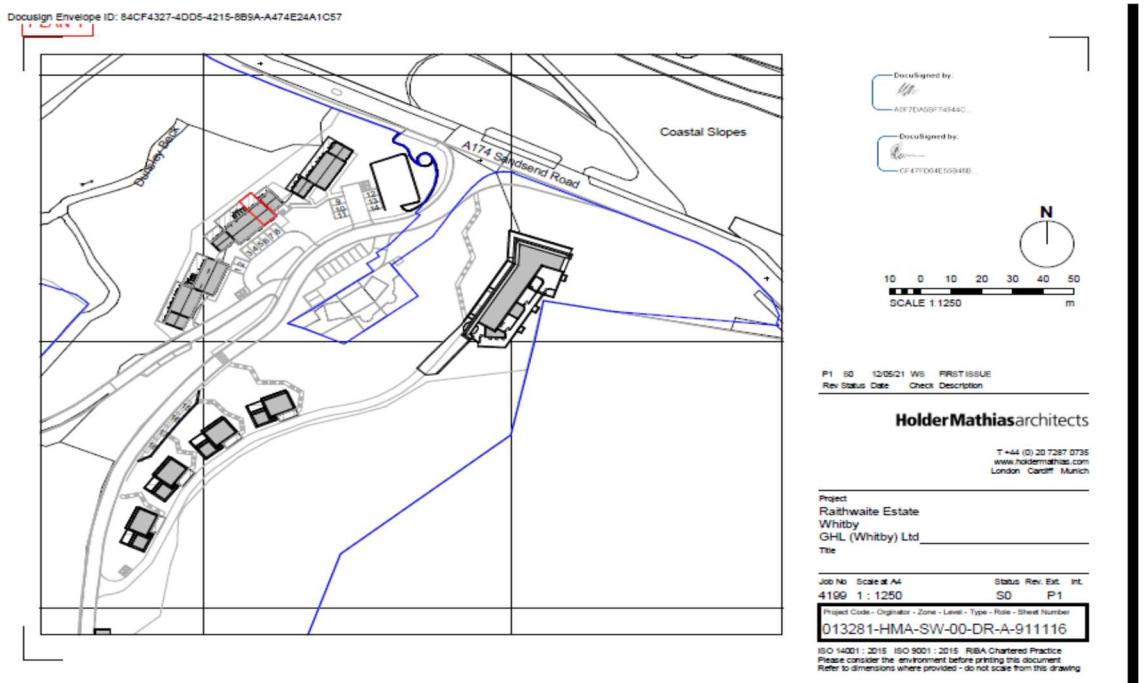
Plan 47

Unit C5



Plan 48

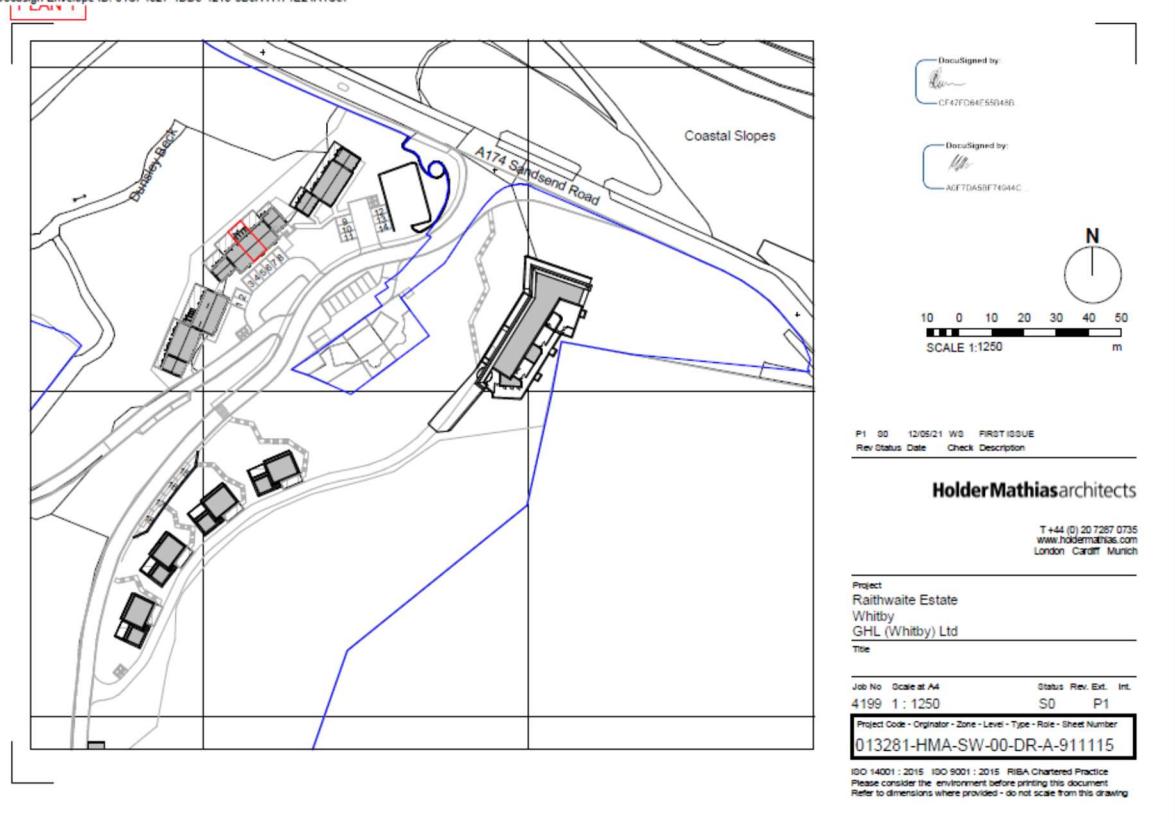
Unit C6



Plan 49

Unit C7

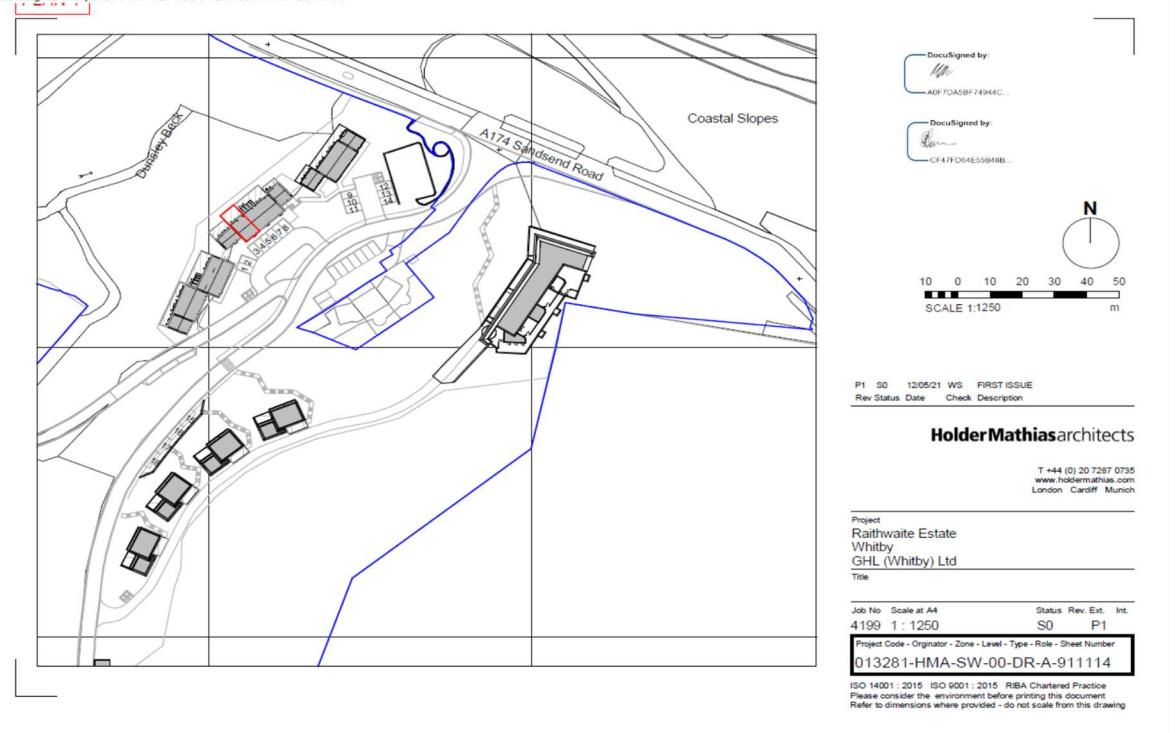
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Plan 50

Unit C8

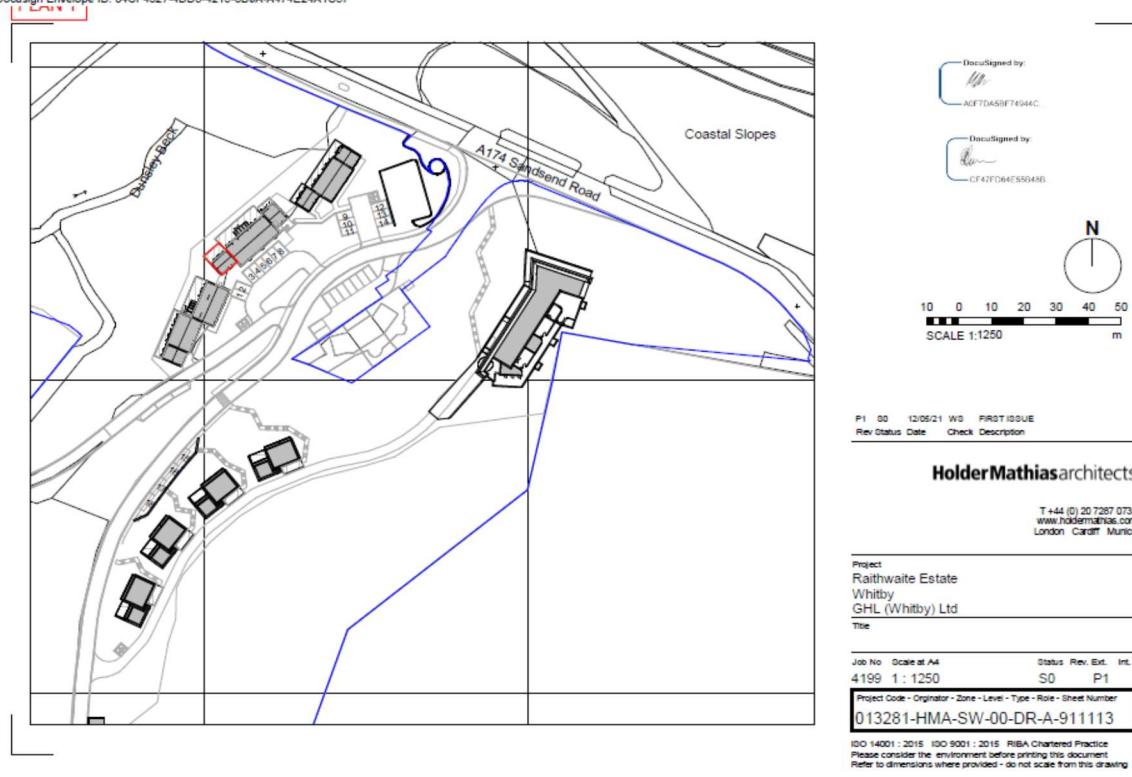
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Plan 51

Unit C9

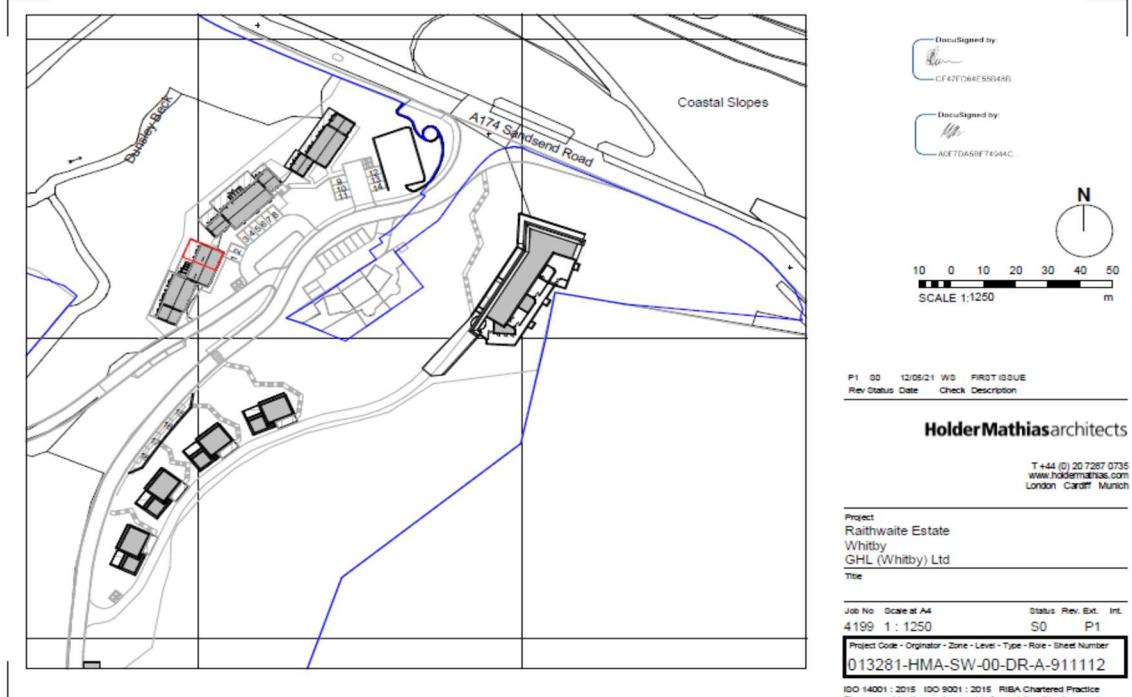
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Plan 52

Unit C10

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Plan 53

Unit C11

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Rev Status Date Check Description

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Whitby
GHL (Whitby) Ltd
Title

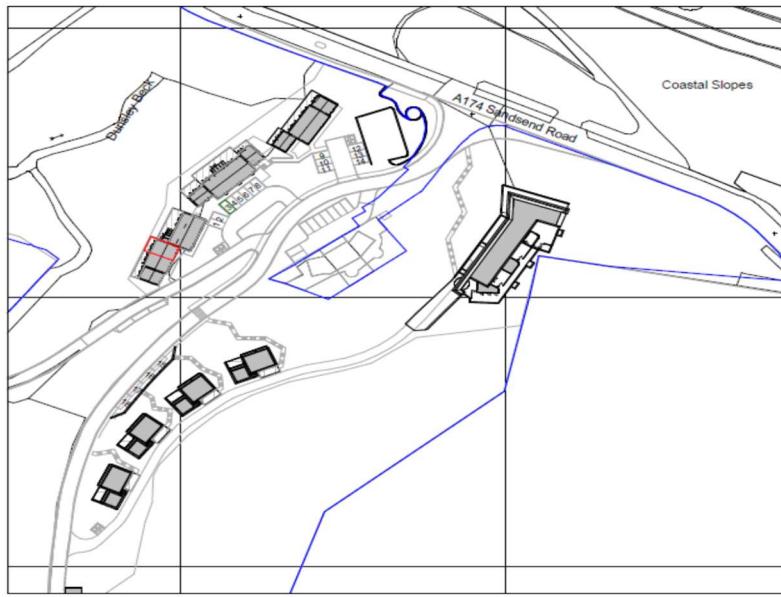
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Plan 54

Unit C12

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Plan 55

Unit C13

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Whitby
GHL (Whitby) Ltd
Title

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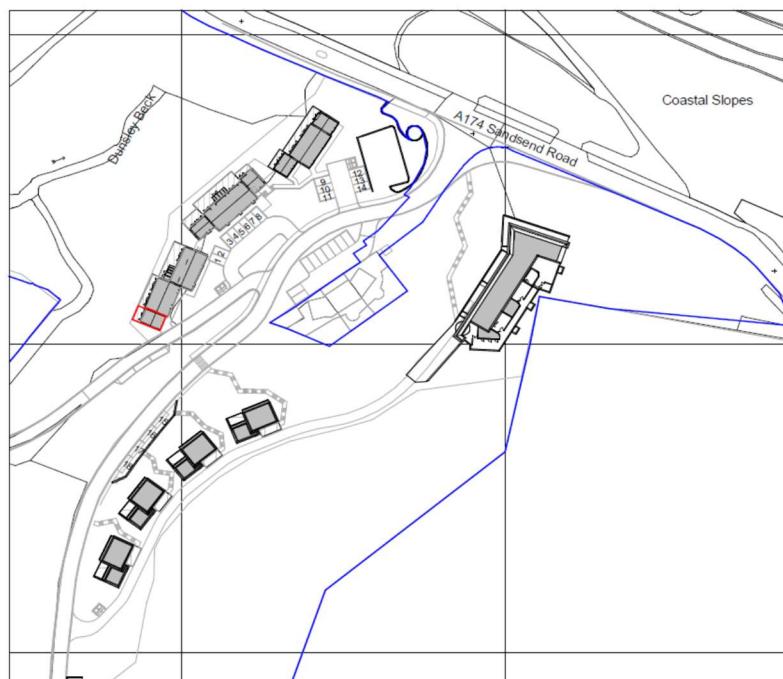
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Plan 56

Unit C14

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Rev Status Date Check Description

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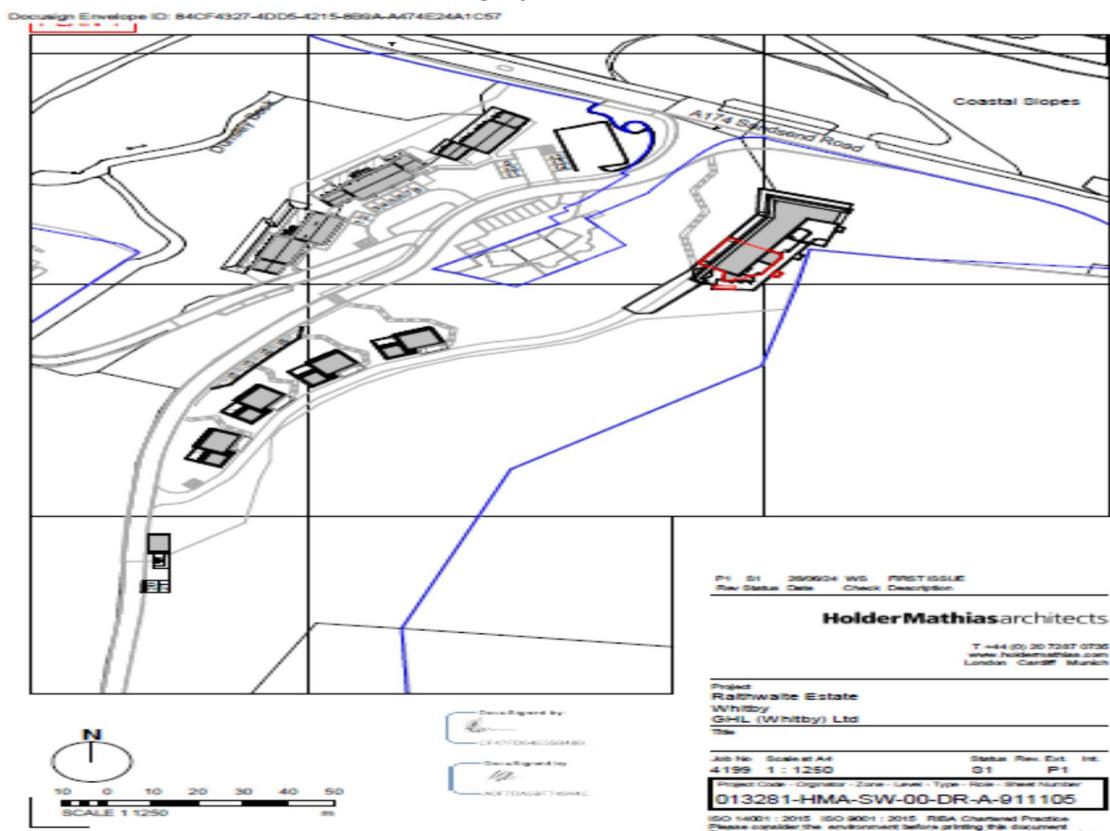
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Raithwaite Estate
Whitby
GHL (Whitby) Ltd
Title

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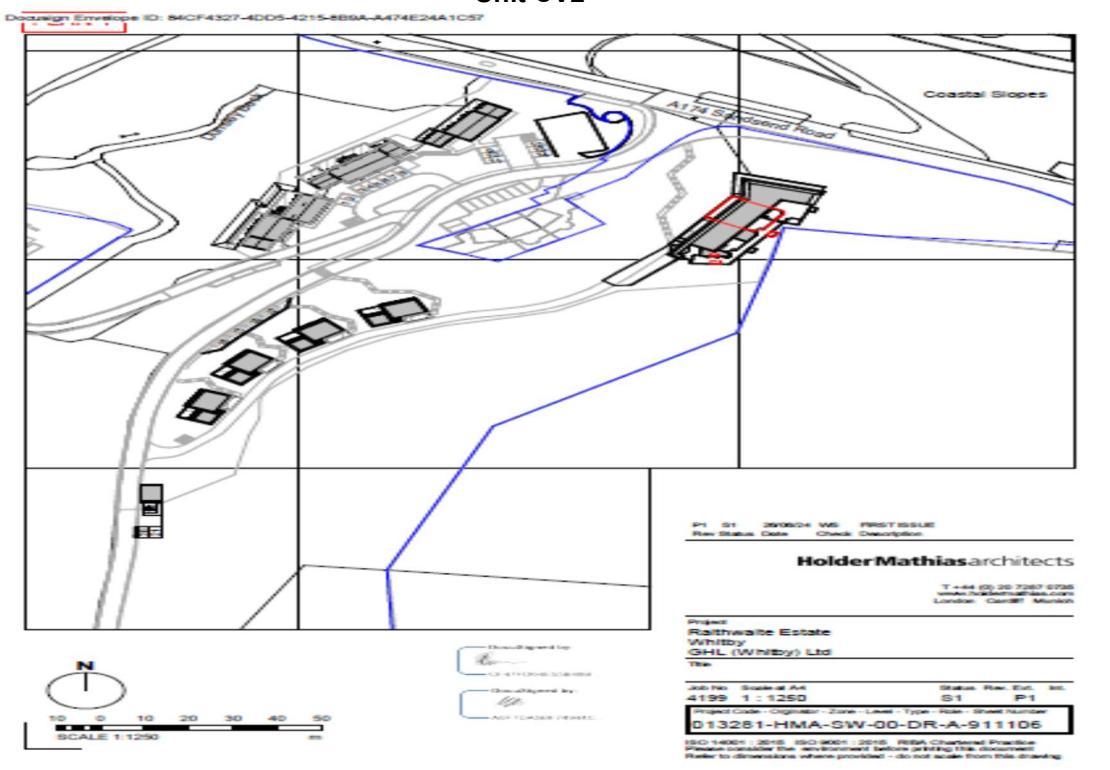
Plan 57

Unit CV1



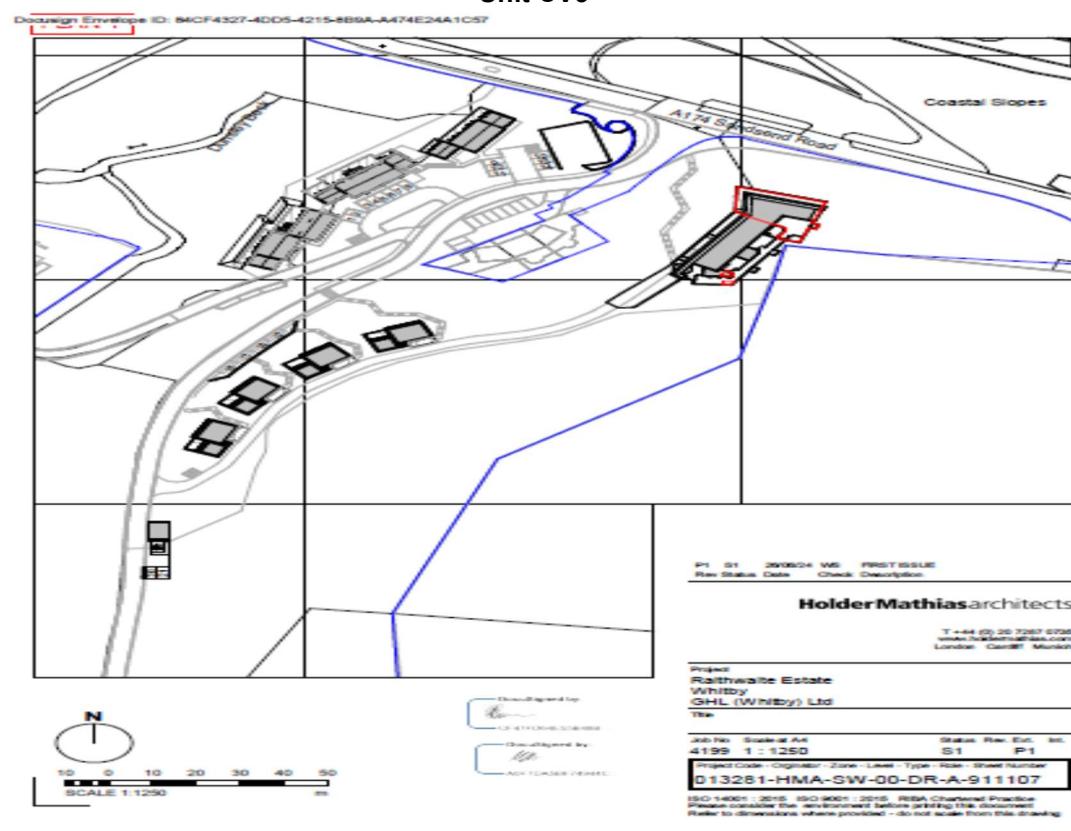
Plan 58

Unit CV2



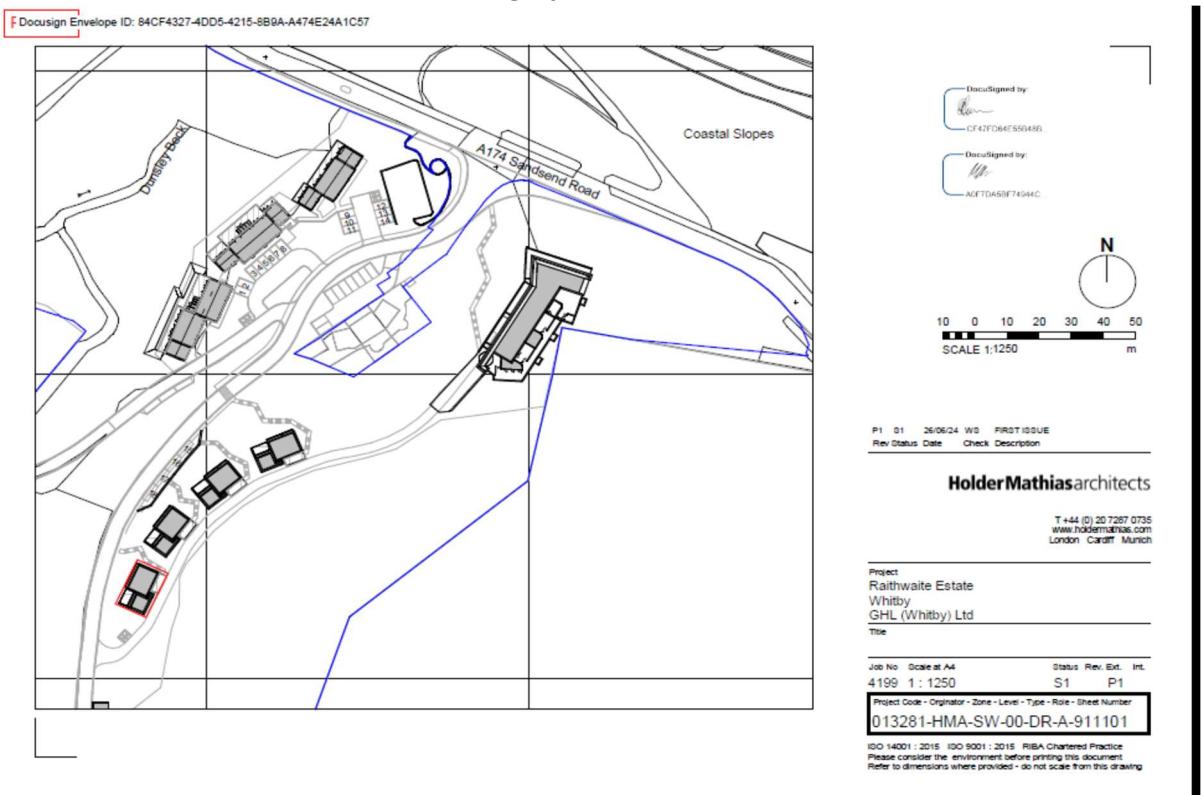
Plan 59

Unit CV3



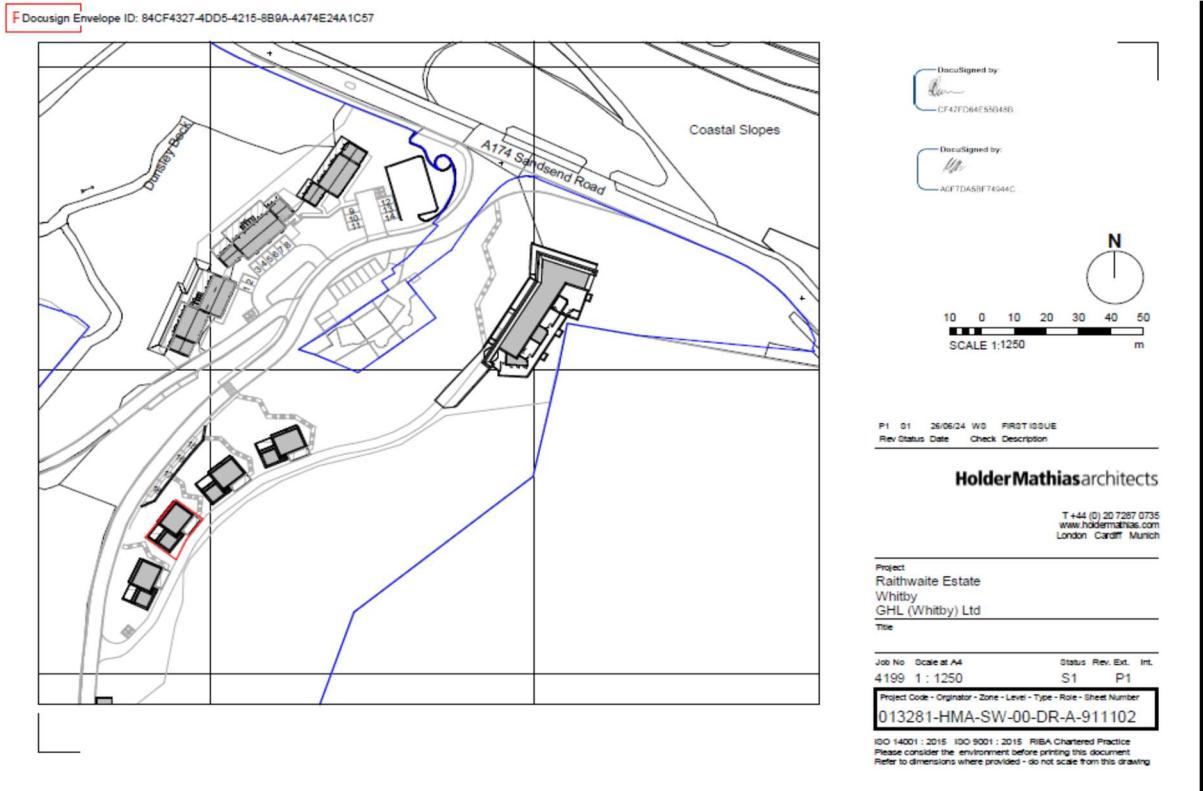
Plan 60

Unit L1



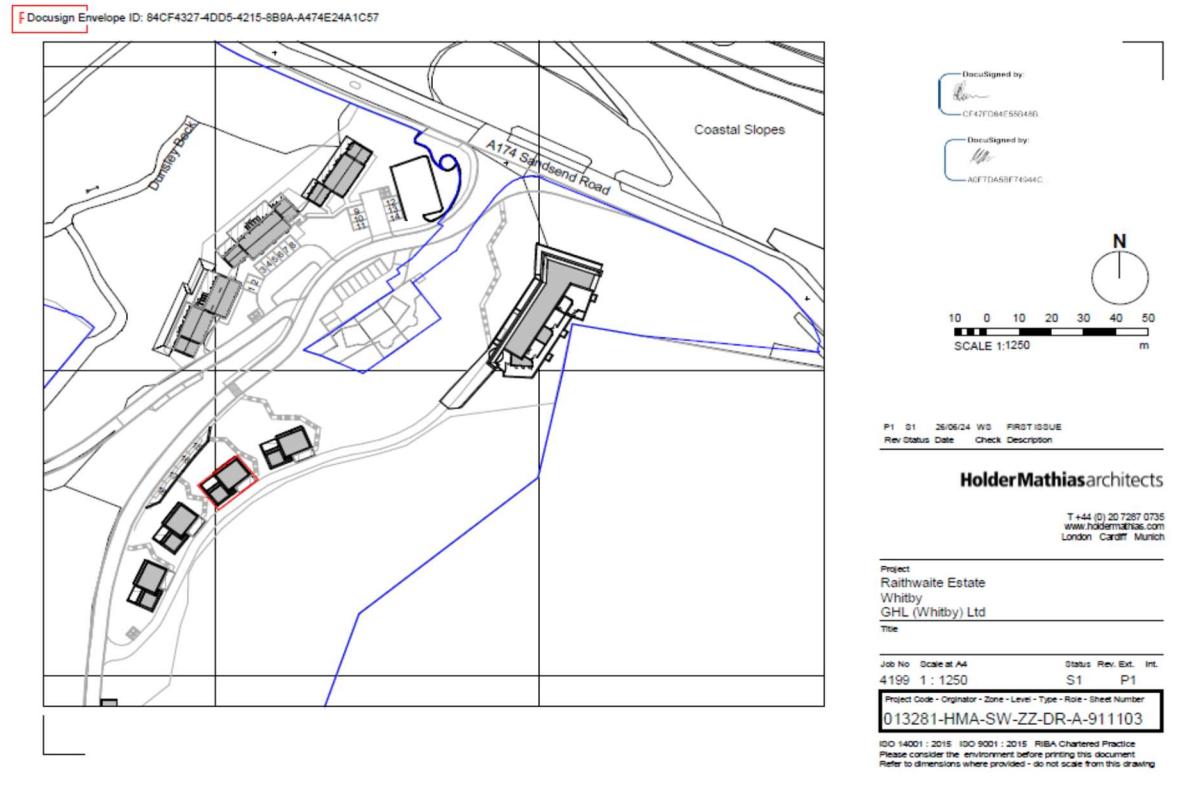
Plan 61

Unit L2



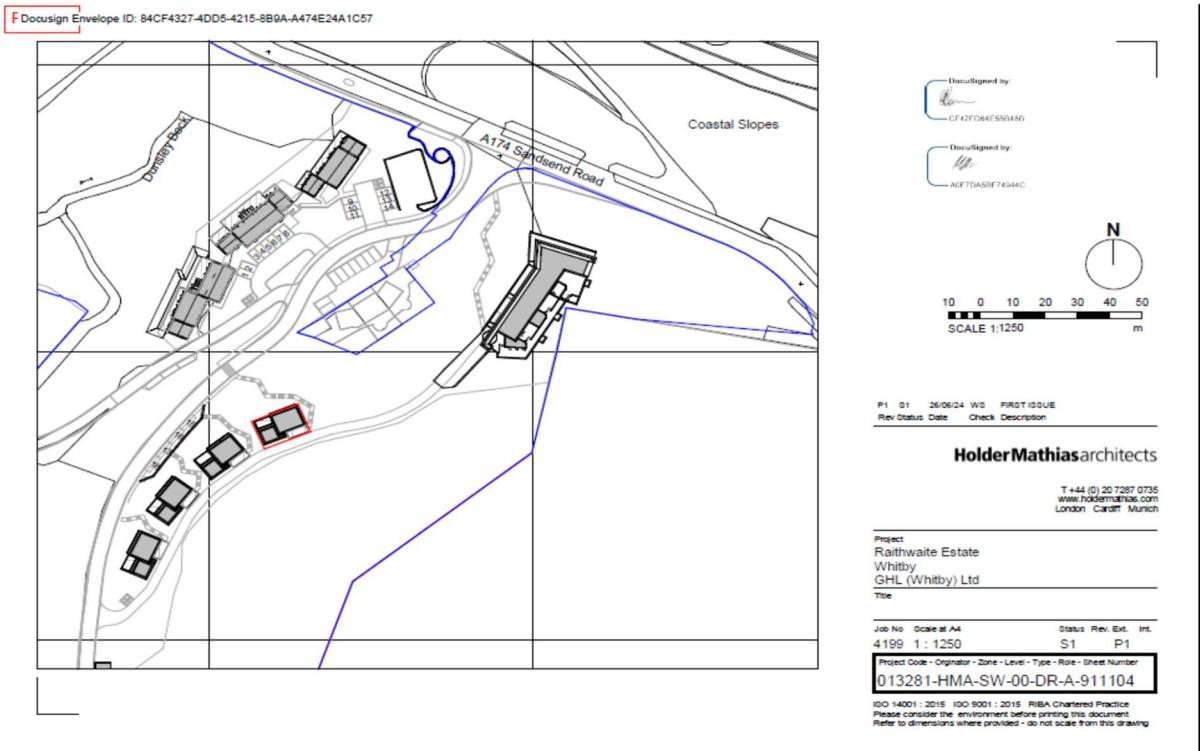
Plan 62

Unit L3

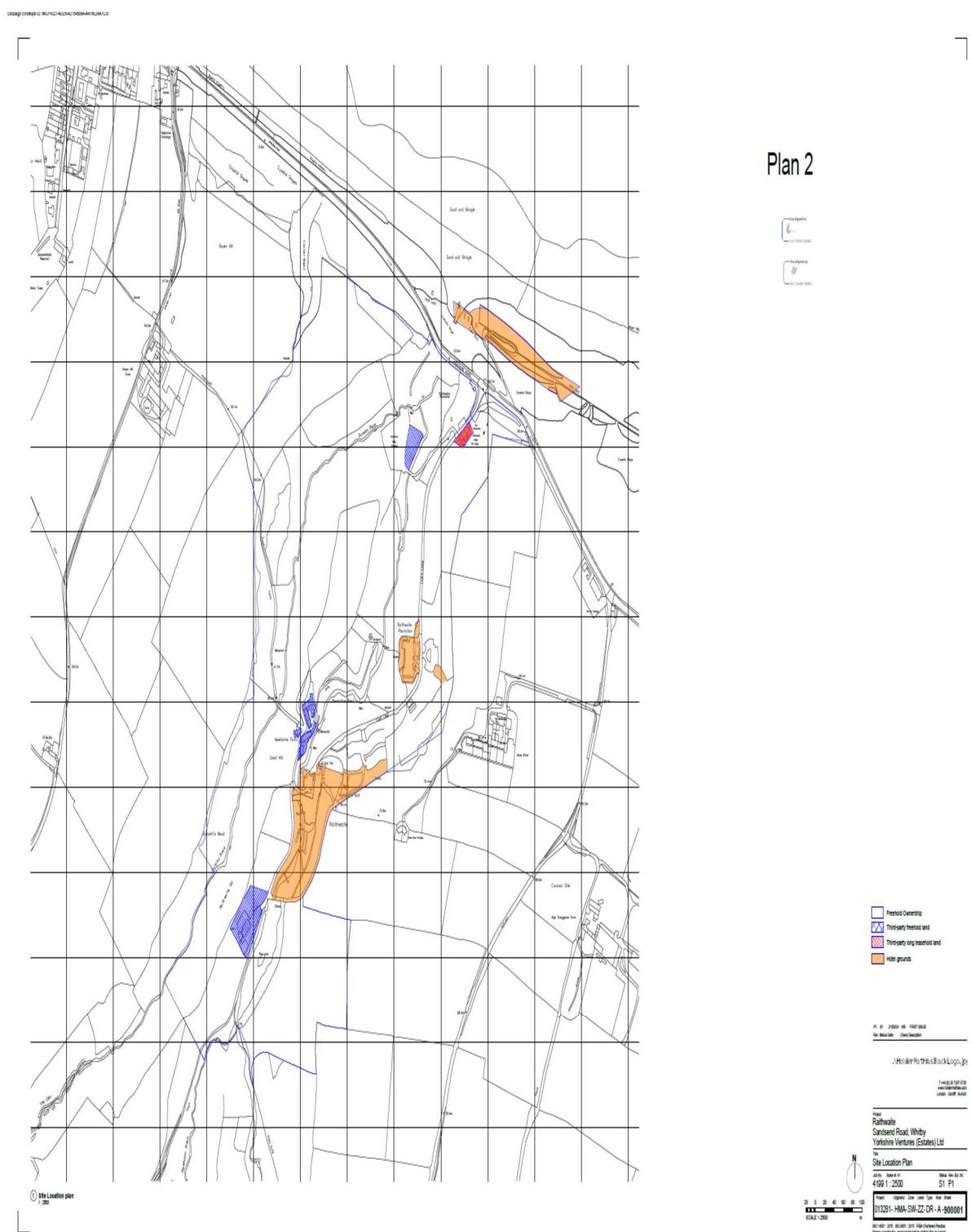


Plan 63

Unit L4



Plan 64



APPENDIX 1

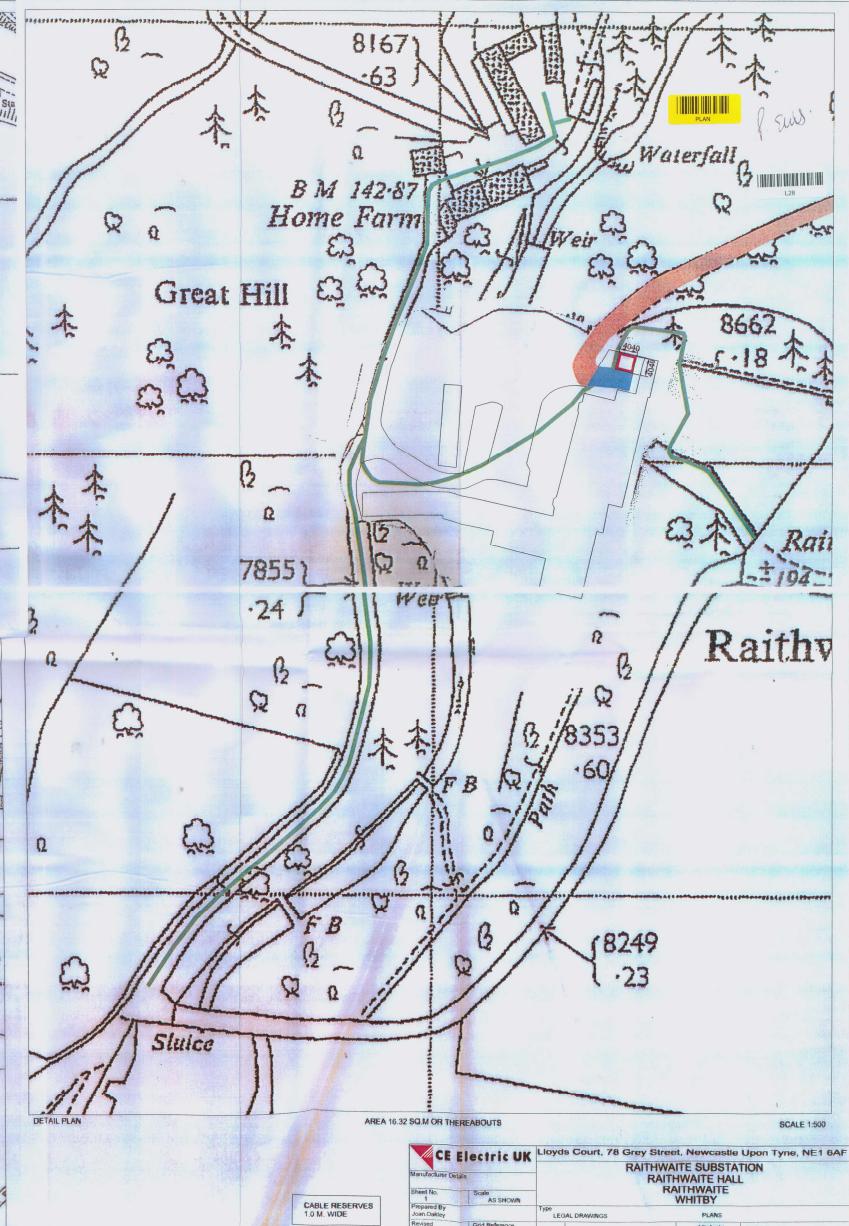
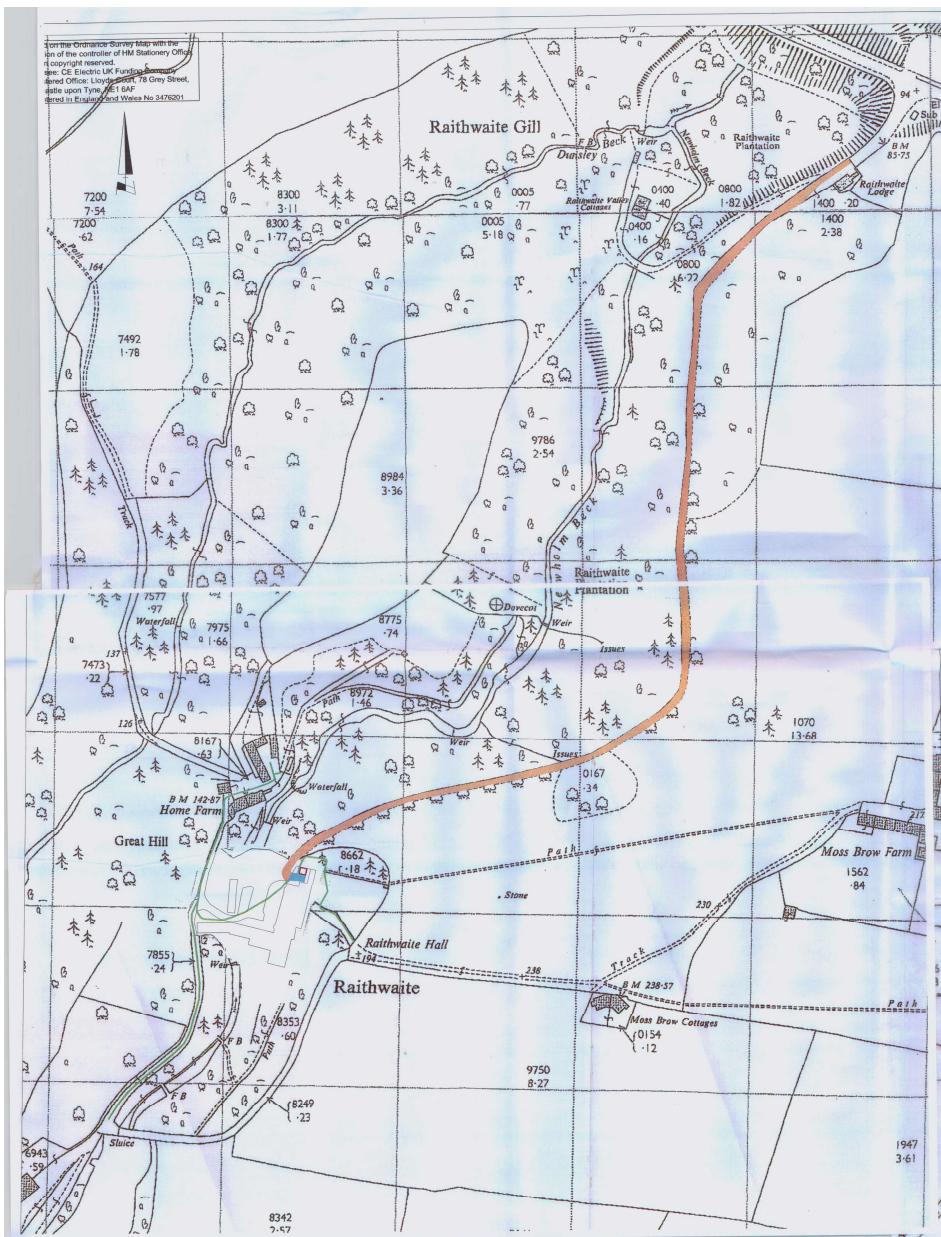
Occupational Lease Report 1

Substation Lease to Northern Powergrid (Northeast) Limited

Property held under the lease	Substation accommodation and easements at Raithwaite Hall Whitby North Yorkshire, as shown coloured red in the Plans below.
Date of lease	9 October 2012.
Current landlord	GHL
Current tenant	Northern Powergrid (Northeast) Limited (co. no. 02906593).
Current guarantor	N/A.
Length of the term, commencement date and expiry date	60 years commencing on 9 October 2012 to and including 8 October 2072.
Is the lease contracted out of the Landlord and Tenant Act 1954?	No.
Summary of rights granted to the tenant	<p>1 A right of way, with or without vehicles and equipment over the property, the underground lines, and the land coloured brown and blue on the plans below (“Access Area”).</p> <p>2 A right to lay, place, maintain and use the underground lines within the land coloured green and blue on the plans below (“Cable Reserve”).</p> <p>3 To enjoy the support for the underground lines from the subjacent and adjacent land of the landlord.</p> <p>4 To enter the Cable Reserve through the landlord’s adjoining land as reasonably necessary in connection with the underground lines.</p> <p>5 To trim or remove any bush or tree which may interfere with the Cable Reserve or with access.</p> <p>6 To open doors over the Access Area.</p> <p>7 To construct and use ventilators on the property and to enjoy the free flow of air in relation to this.</p>
Summary of rights reserved to the landlord	None.
Initial rent and any rent-free periods	A peppercorn (if demanded).
Current rent and rent payment dates	N/A.

Rent review dates and date of last review	N/A.
Rent review provisions	N/A.
Permitted use and any restrictions on use	As an electrical substation and other purposes ancillary to the business of the distribution of electricity.
Is the tenant responsible for repairing and decorating the whole property?	Yes.
Insured risks	N/A.
Insurance provisions	N/A.
The tenant can make structural or external alterations with the consent of the landlord (not to be unreasonably withheld or delayed)?	The lease is silent on this, and the Tenant can therefore make such alterations without consent.
The tenant can make non-structural alterations without the prior consent of the landlord?	The lease is silent on this, and the Tenant can therefore make such alterations without consent.
Reinstatement	Quietly yield up in accordance with the Tenant's repair covenants.
Restrictions on assignment of whole / part of the property	Assignment only permitted to another company or body carrying on a business associated with the sale or distribution of electricity. Consent of the Landlord is required (not to be unreasonable withheld or delayed).
Restrictions on underletting of whole / part of the property	Underletting only permitted to another company or body carrying on a business associated with the sale or distribution of electricity. Consent of the Landlord is required (not to be unreasonable withheld or delayed).
Restrictions on charging of whole / part of the property	The lease is silent on this.
Proportion of service charge payable by the tenant and how assessed	N/A.
Forfeiture	The Landlord can re-enter for non-payment of rent after 28 days, or if there is a breach of the Tenant's covenants.
Details of any break clauses	The Tenant can give three months' notice to terminate the lease if the Tenant no longer requires the property for the purpose of its undertaking.
Any other material terms or ancillary documents	The Landlord is to maintain the walls and roof surrounding the property and ensure it creates wind and watertight, and is not to do anything which may

	<p>interfere with or cause an electricity leakage from the apparatus.</p> <p>GHL have confirmed that the proposed development of the Property will not impact on the substation or rights granted by the lease.</p> <p>The lease does not contain 'lift and shift' provisions.</p>
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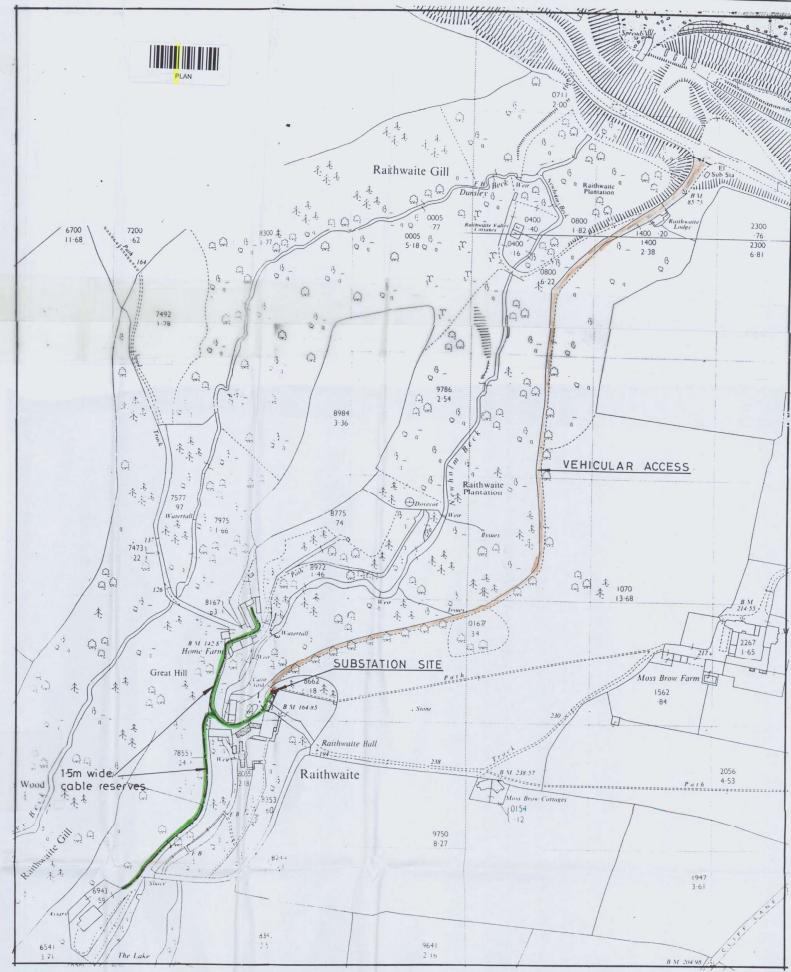
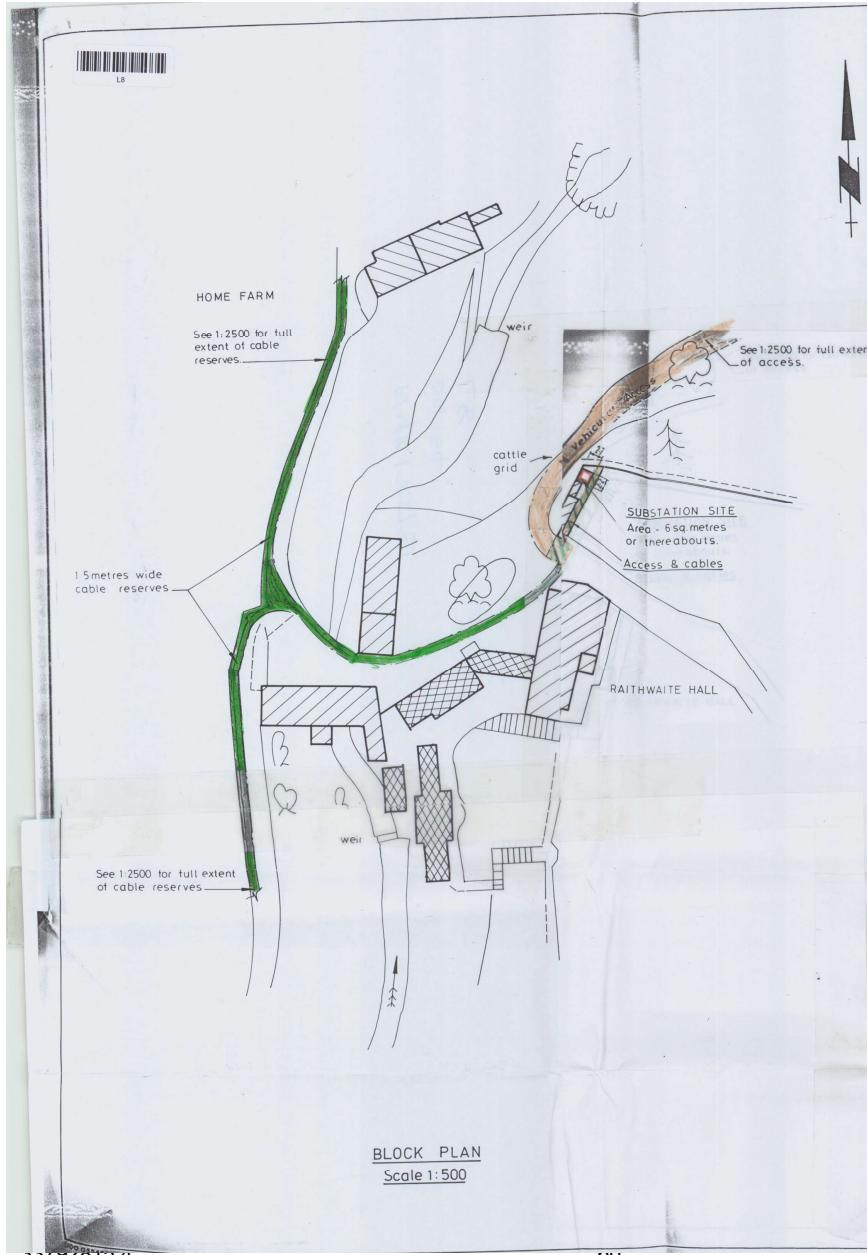


Occupational Lease Report 2

Substation Lease to Northern Electric plc (within Plot 3)

Property held under the lease	Land situated at Raithwaite Hall, Raithwaite, Whitby, North Yorkshire as outlined in red in the below plan.
Date of lease	11 August 1995.
Current landlord	GHL
Current tenant	Northern Electric plc (co no. 02366942).
Current guarantor	N/A.
Length of the term, commencement date and expiry date	Initial term of 60 years commencing on 11 August 1995 to and including 10 August 2055, following which the term will continue until either party gives six months' notice to determine the lease on any subsequent 10 August.
Is the lease contracted out of the Landlord and Tenant Act 1954?	No.
Summary of rights granted to the tenant	<p>1 The right to pass and repass with or without vehicles plant and equipment over the adjoining land of the Landlord as shown coloured in brown, brown hatched, and green in the below plan.</p> <p>2 The right to lay, maintain, and use underground electric cables in the part of the land coloured green and brown hatched in the below plan, the width of which is shown in the below plan ("Cable Reserve").</p> <p>3 The right to enter the Landlord's adjoining land with or without plant and apparatus as necessary to lay, inspect, maintain, and remove electric cables and apparatus.</p>
Summary of rights reserved to the landlord	None.
Initial rent and any rent-free periods	None.
Current rent and rent payment dates	N/A.
Rent review dates and date of last review	N/A.
Rent review provisions	N/A.
Permitted use and any restrictions on use	Use as a substation or other apparatus for the purposes of supplying electrical energy.
Is the tenant responsible for repairing and decorating the whole property?	Yes.
Insured risks	N/A.

Insurance provisions	N/A.
The tenant can make structural or external alterations with the consent of the landlord (not to be unreasonably withheld or delayed)?	The lease is silent on this, and the Tenant can therefore make such alterations without consent.
The tenant can make non-structural alterations without the prior consent of the landlord?	The lease is silent on this, and the Tenant can therefore make such alterations without consent.
Reinstatement	The Tenant is to reinstate the property in the same state and condition as it was at the commencement of the term, so far as reasonably practicable, to the Landlord's satisfaction.
Restrictions on assignment of whole / part of the property	Assignment only permitted to another company or body carrying on a business associated with the sale or distribution of electricity.
Restrictions on underletting of whole / part of the property	Underletting only permitted to another company or body carrying on a business associated with the sale or distribution of electricity.
Restrictions on charging of whole / part of the property	The lease is silent on this.
Proportion of service charge payable by the tenant and how assessed	N/A.
Forfeiture	The Landlord can re-enter for any breach or non-observance of the tenant's covenants.
Details of any break clauses	None.
Any other material terms or ancillary documents	<p>The Landlord is to provide where necessary fencing and gates to enclose the substation (for which the Tenants are responsible for maintaining).</p> <p>The Landlord is not to do anything which may interfere with or cause an electricity leakage from the apparatus.</p> <p>GHL have confirmed that the proposed development of the Property will not impact on the substation or rights granted by the lease.</p> <p>The lease does not contain 'lift and shift' provisions.</p>



LOCATION PLAN NZ 8611 Scale 1:2500

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NORTH YORKSHIRE REGION DUNDAS STREET YORK YO1 2PQ					
<u>RAITHWAITE SUBSTATION</u>					
Substation site at Raithwaite Hall RAITHWAITE near Whitby.					
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Occupational Lease Report 3

Lease of Hillside Cottage

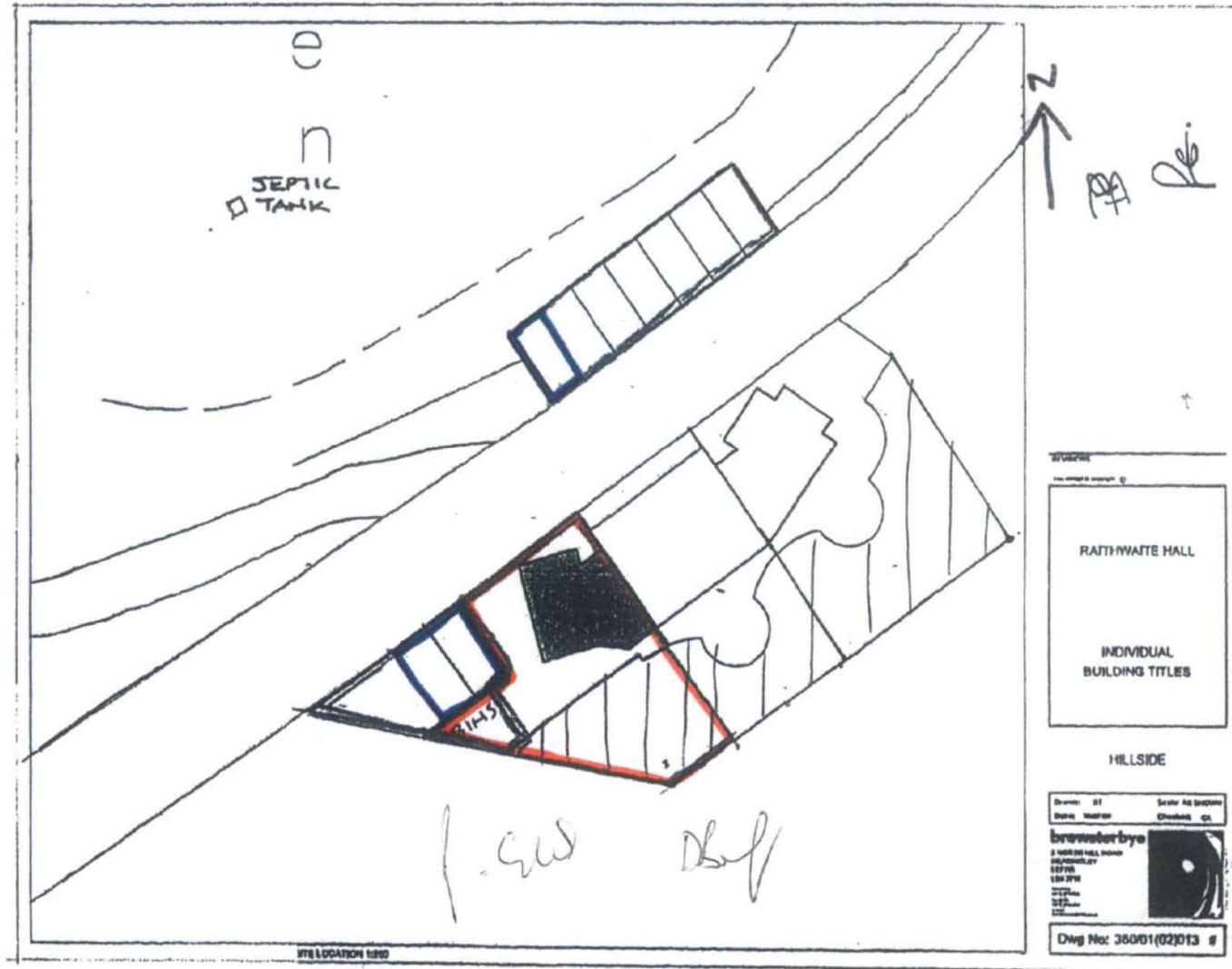
Property held under the lease	Hillside Cottage, Sandsend Road, Sandsend, Whitby, as shown edged in plan 1 below.
Date of lease	24 May 2012.
Current landlord	GHL
Current tenant	Timothy Bartup and Alison Greta Bartup.
Current guarantor	N/A.
Length of the term, commencement date and expiry date	Term of 999 years from 1 January 2010 to 31 December 3008.
Is the lease contracted out of the Landlord and Tenant Act 1954?	N/A. Property is residential.
Summary of rights granted to the tenant	<ol style="list-style-type: none">1 The right of support, shelter and protection from the Landlord's neighbouring property, and the property registered under title numbers NYK372560, NYK21384, and NYK280502 ("Adjoining Owner's Property").2 A right of way with or without vehicles over and along the drive as shown and coloured brown on plan 2 below ("Drive").3 The right to pass and repass on foot only over the communal recreational areas of the estate on the condition that the tenant must comply with the Estate Regulations (as modified by Skelwith Leisure (Raithwaite) Limited from time to time). <p><i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i></p>4 The exclusive use of the parking spaces as shown edged in blue in plan 1 below for temporary parking.5 The right to enter the Landlord's neighbouring property and the Adjoining Owner's Property as far as reasonably necessary to inspect or carry out works to the property. This right to subject to compliance with the conditions of entry set out within the lease.6 To use and drain into the septic tank.
Summary of rights reserved to the landlord	<ol style="list-style-type: none">1 Rights of support, shelter, and protection from the property.2 Rights of light and air.

	<p>3 The right to use and connect into any service media at the Property serving the Landlord's neighbouring property and the Adjoining Owner's Property.</p> <p>4 The right to enter the property to carry out works to the Landlord's neighbouring property and/or the Adjoining Owner's Property, to maintain service media, to inspect the property, to carry out works needed to remedy any breach of the Tenant's covenants, and for any other purpose connected with the lease or the property interest in the Landlord's neighbouring property and/or the Adjoining Owner's Property.</p> <p>5 The right to develop the Adjoining Land or the Landlord's neighbouring property.</p> <p>6 The right to reroute and replace service media in accordance with the transfer dated 18 September 2009 made between (1) Gary Douglas and Penelope Ann Douglas, and (2) Skelwith Raithwaite (Leisure) Limited.</p>
Initial rent and any rent-free periods	<p>£350 per annum.</p> <p>No rent-free period.</p>
Current rent and rent payment dates	<p>£350 per annum.</p> <p>1 January each year.</p>
Rent review dates and date of last review	<p>The last day of the 5th year of the term and every 5th anniversary after.</p> <p>31 December 2019.</p> <p><i>IM Note: GHL have confirmed that no rent reviews have been implemented.</i></p> <p><i>IM Note 2: The definition of Rent refers to reviews being made in accordance with Schedule 8. However, the rent review provisions are in fact contained in Schedule 7 of the lease.</i></p>
Rent review provisions	The rent will be the greater of the previous passing rent, or the indexed rent calculated by reference to RPI.
Permitted use and any restrictions on use	Use as a holiday cottage.
Is the tenant responsible for repairing and decorating the whole property?	Yes.
Insured risks	Fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and

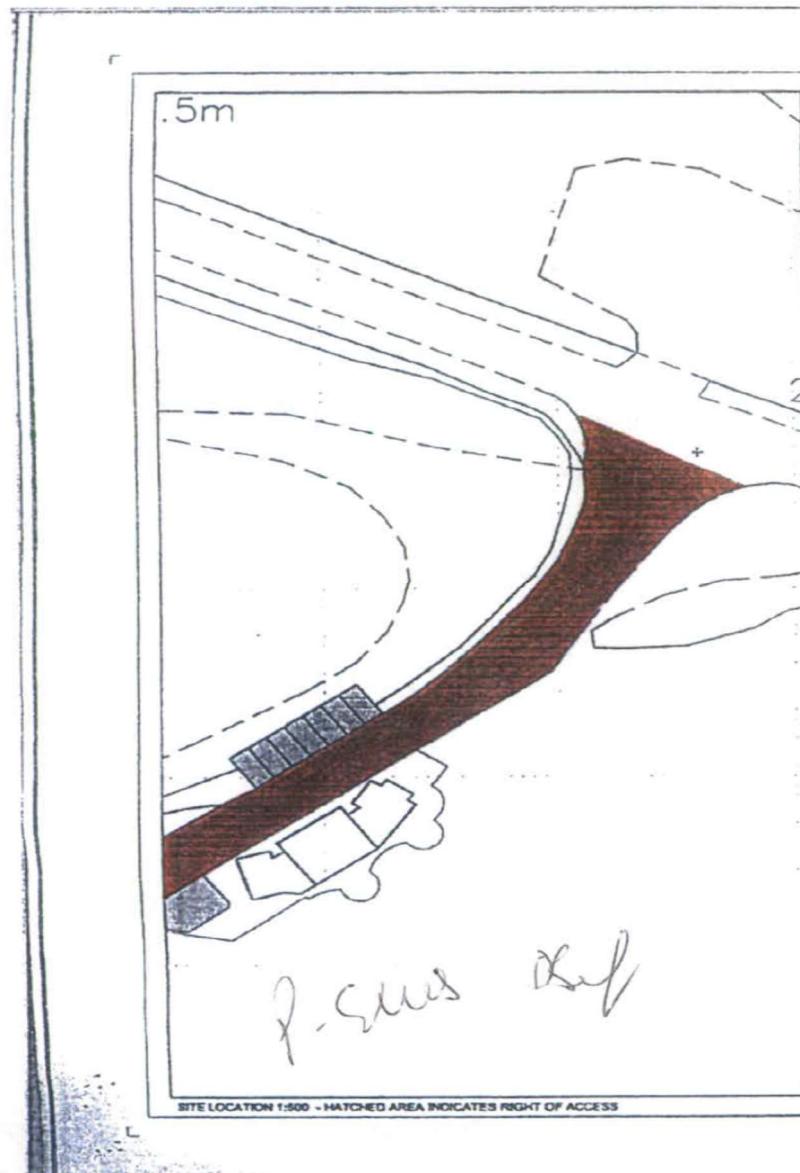
	articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the landlord reasonably considers to be appropriate for a property of this nature.
Insurance provisions	The Tenant is to insure the property against the insured risks to the full reinstatement value set by the landlord. The Tenant is to apply any insurance monies received in making good any loss or damage to the property.
The tenant can make structural or external alterations with the consent of the landlord (not to be unreasonably withheld or delayed)?	The Tenant is not permitted to make such alterations.
The tenant can make non-structural alterations without the prior consent of the landlord?	The Tenant is not to make such alterations without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
Reinstatement	Tenant is to return the property in good and substantial repair, condition, decoration, and in accordance with the Tenant's covenants.
Restrictions on assignment of whole / part of the property	<p>No assignment of part is permitted.</p> <p>Assignment during the last seven years may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment to a limited company may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment may only be made where the Tenant has paid all rent and other charges falling due. If the assignee is not resident / registered within England or Wales, the Tenant shall provide the Landlord with the assignee's address for service within England or Wales ahead of the assignment.</p>
Restrictions on underletting of whole / part of the property	<p>No underletting is permitted save for short term holiday agreements, provided that such agreements include a provision that the property is occupied for a holiday, no relationship of landlord and tenant is to be created, and the occupier and licensee will comply with the Estate Regulations and the Regulations set out in Schedule 4 of the lease.</p> <p><i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i></p>

Restrictions on charging of whole / part of the property	No restrictions, but the Tenant must give notice of any charge within one month.
Proportion of service charge payable by the tenant and how assessed	A fair and reasonable proportion determined by the Landlord of the service costs, such proportion to be determined according to user.
Forfeiture	The Landlord may re-enter if any rent or payments are wholly or partly unpaid after 21 days, or if there is any breach of the Tenant's covenants. The forfeiture provision also contains mortgagee protection wording.
Details of any break clauses	None.
Any other material terms or ancillary documents	None.

PLAN 1



PLAN 2





Occupational Lease Report 4

Lease of The Lodge

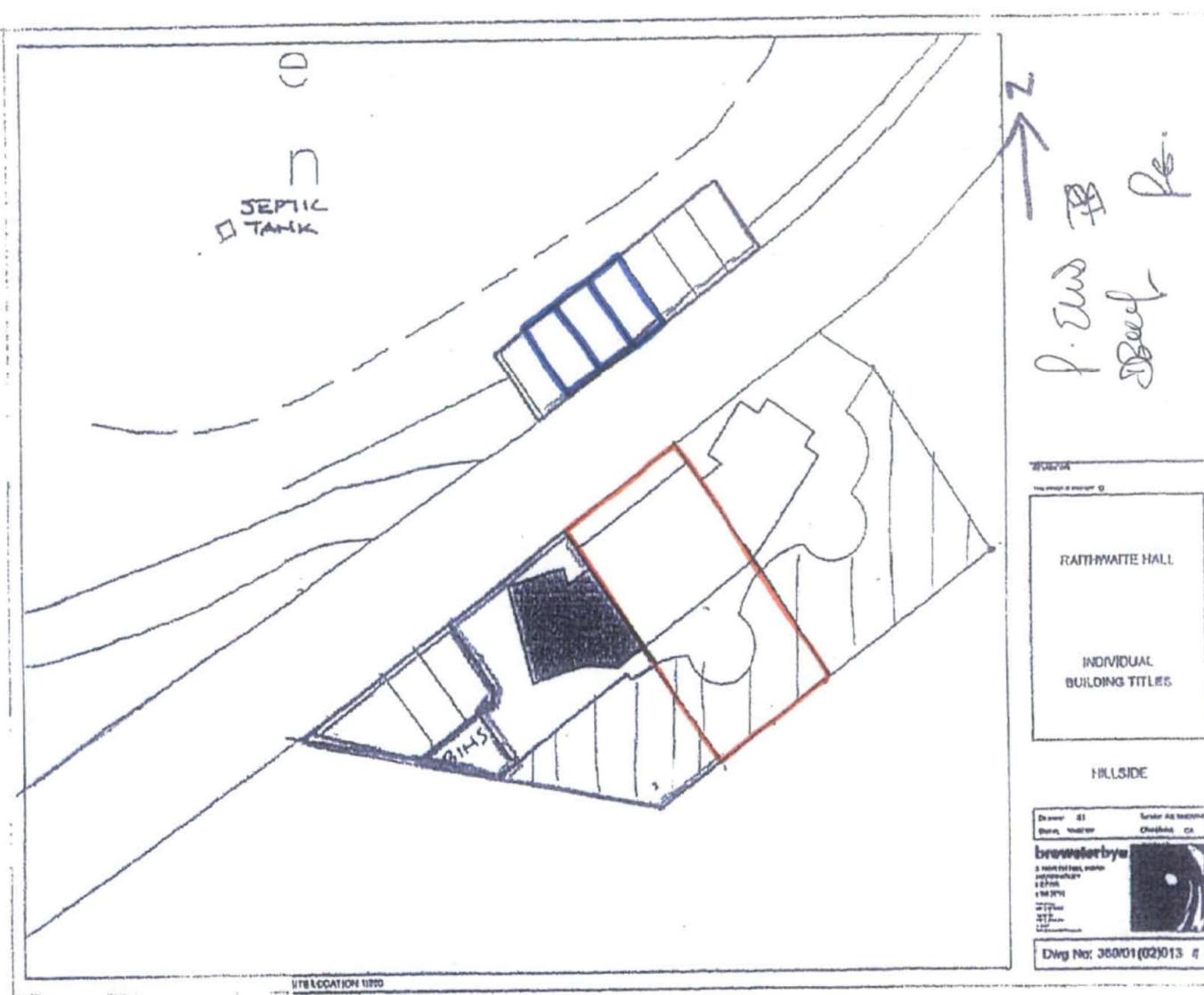
Property held under the lease	The Lodge, Sandsend Road, Sandsend, Whitby, as shown edged in red on plan 1 below.
Date of lease	30 May 2012.
Current landlord	GHL
Current tenant	Suzanne Anita Lamb.
Current guarantor	N/A.
Length of the term, commencement date and expiry date	Term of 999 years from 1 January 2010 to 31 December 3008.
Is the lease contracted out of the Landlord and Tenant Act 1954?	N/A. Property is residential.
Summary of rights granted to the tenant	<ol style="list-style-type: none">1 The right of support, shelter and protection from the Landlord's neighbouring property, and the property registered under title numbers NYK372560, NYK21384, and NYK280502 (the "Adjoining Owner's Property").2 A right of way with or without vehicles over and along the drive as shown and coloured brown on plan 2 below (the "Drive").3 The right to pass and repass on foot only over the communal recreational areas of the estate on the condition that the tenant must comply with the Estate Regulations (as modified by Skelwith Leisure (Raithwaite) Limited from time to time).<p><i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i></p>4 The exclusive use of the parking spaces as shown edged in blue in plan 1 below for temporary parking.5 The right to enter the Landlord's neighbouring property and the Adjoining Owner's Property as far as reasonably necessary to inspect or carry out works to the property. This right to subject to compliance with the conditions of entry set out within the lease.6 To use and drain into the septic tank.
Summary of rights reserved to the landlord	<ol style="list-style-type: none">1 Rights of support, shelter, and protection from the property.2 Rights of light and air.

	<p>3 The right to use and connect into any service media at the Property serving the Landlord's neighbouring property and the Adjoining Owner's Property.</p> <p>4 The right to enter the property to carry out works to the Landlord's neighbouring property and/or the Adjoining Owner's Property, to maintain service media, to inspect the property, to carry out works needed to remedy any breach of the Tenant's covenants, and for any other purpose connected with the lease or the property interest in the Landlord's neighbouring property and/or the Adjoining Owner's Property.</p> <p>5 The right to develop the Adjoining Land or the Landlord's neighbouring property.</p> <p>6 The right to reroute and replace service media in accordance with the transfer dated 18 September 2009 made between (1) Gary Douglas and Penelope Ann Douglas, and (2) Skelwith Raithwaite (Leisure) Limited.</p>
Initial rent and any rent-free periods	<p>£350 per annum.</p> <p>No rent-free period.</p>
Current rent and rent payment dates	<p>£350 per annum.</p> <p>1 January each year.</p>
Rent review dates and date of last review	N/A.
Rent review provisions	N/A.
Permitted use and any restrictions on use	Use as a holiday cottage.
Is the tenant responsible for repairing and decorating the whole property?	Yes.
Insured risks	Fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the landlord reasonably considers to be appropriate for a property of this nature.
Insurance provisions	The Tenant is to insure the property against the insured risks to the full reinstatement value set by the landlord. The Tenant is to apply any insurance monies received in making good any loss or damage to the property.

The tenant can make structural or external alterations with the consent of the landlord (not to be unreasonably withheld or delayed)?	The Tenant is not permitted to make such alterations.
The tenant can make non-structural alterations without the prior consent of the landlord?	The Tenant is not to make such alterations without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
Reinstatement	Tenant is to return the property in good and substantial repair, condition, decoration, and in accordance with the Tenant's covenants.
Restrictions on assignment of whole / part of the property	<p>No assignment of part is permitted.</p> <p>Assignment during the last seven years may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment to a limited company may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment may only be made where the Tenant has paid all rent and other charges falling due. If the assignee is not resident / registered within England or Wales, the Tenant shall provide the Landlord with the assignee's address for service within England or Wales ahead of the assignment.</p>
Restrictions on underletting of whole / part of the property	<p>No underletting is permitted save for short term holiday agreements, provided that such agreements include a provision that the property is occupied for a holiday, no relationship of landlord and tenant is to be created, and the occupier and licensee will comply with the Estate Regulations and the Regulations set out in Schedule 4 of the lease.</p> <p><i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i></p>
Restrictions on charging of whole / part of the property	No restrictions, but the Tenant must give notice of any charge within one month.
Proportion of service charge payable by the tenant and how assessed	A fair and reasonable proportion determined by the Landlord of the service costs, such proportion to be determined according to user.
Forfeiture	The Landlord may re-enter if any rent or payments are wholly or partly unpaid after 21 days, or if there is any breach of the Tenant's covenants. The forfeiture provision also contains mortgagee protection wording.
Details of any break clauses	None.

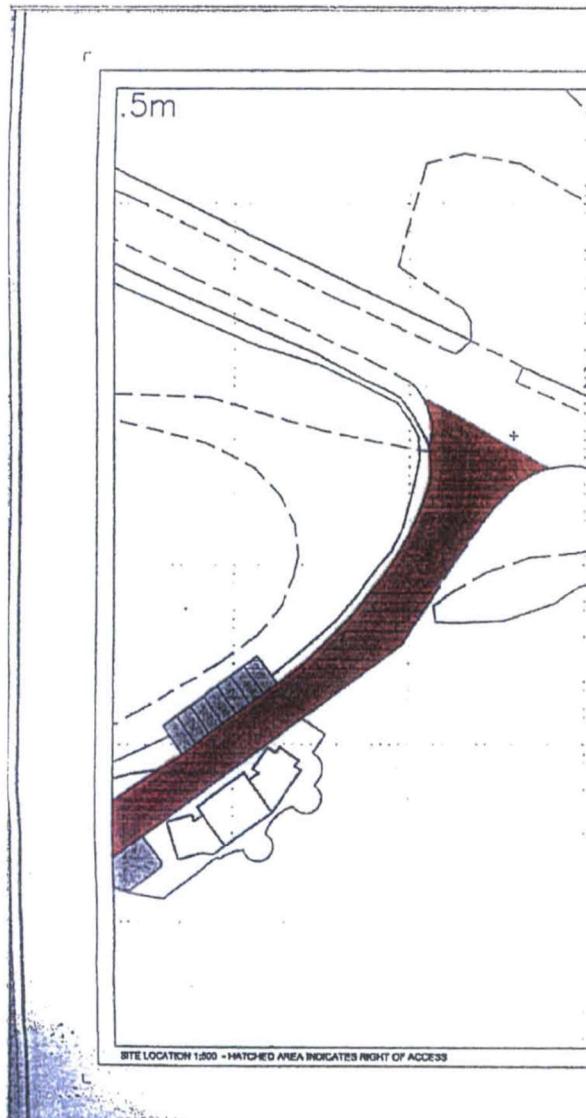
Any other material terms or ancillary documents	None.
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PLAN 1

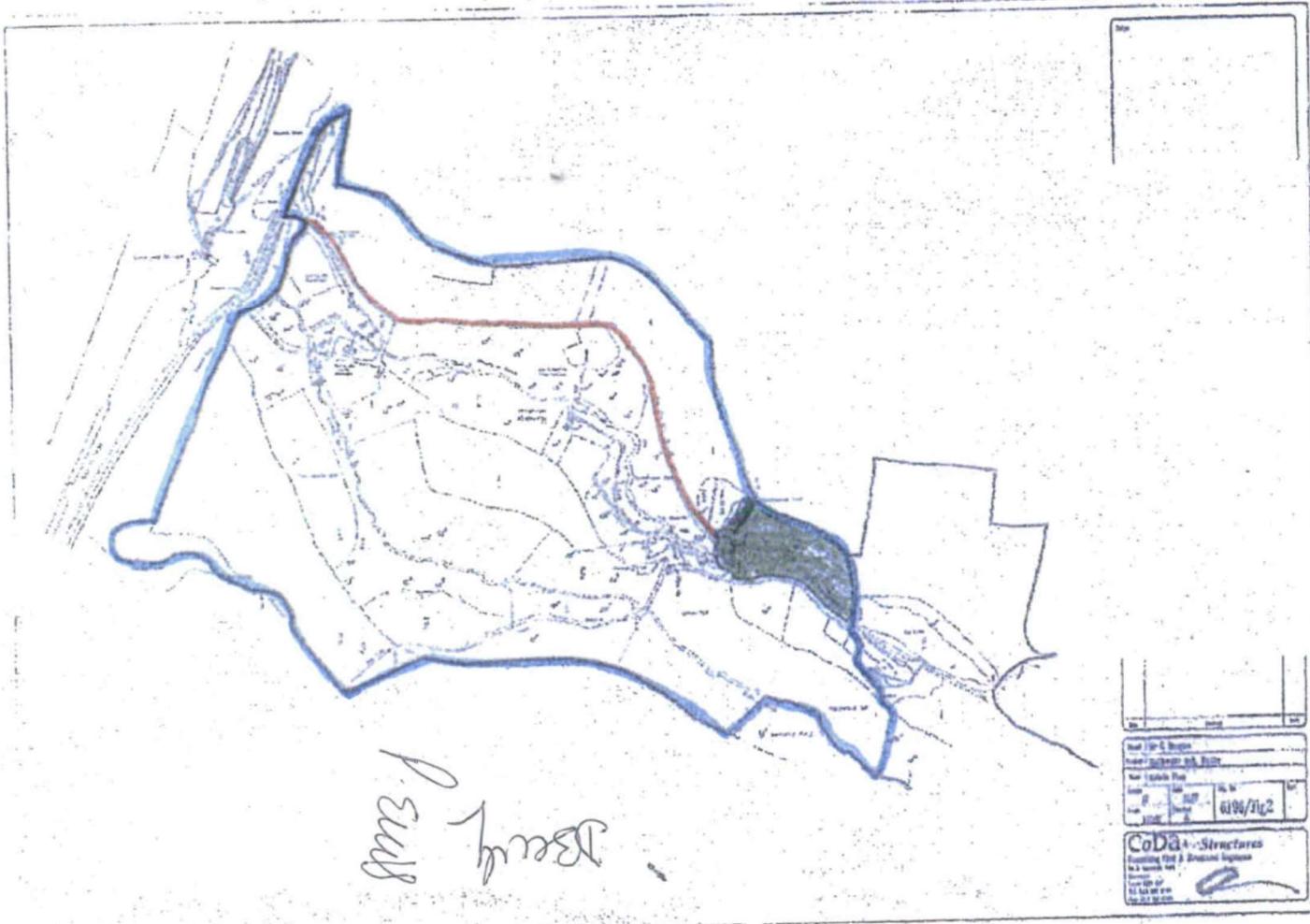


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PLAN 2



Ditch
of Run



Occupational Lease Report 5

Lease of Gatehouse Cottage

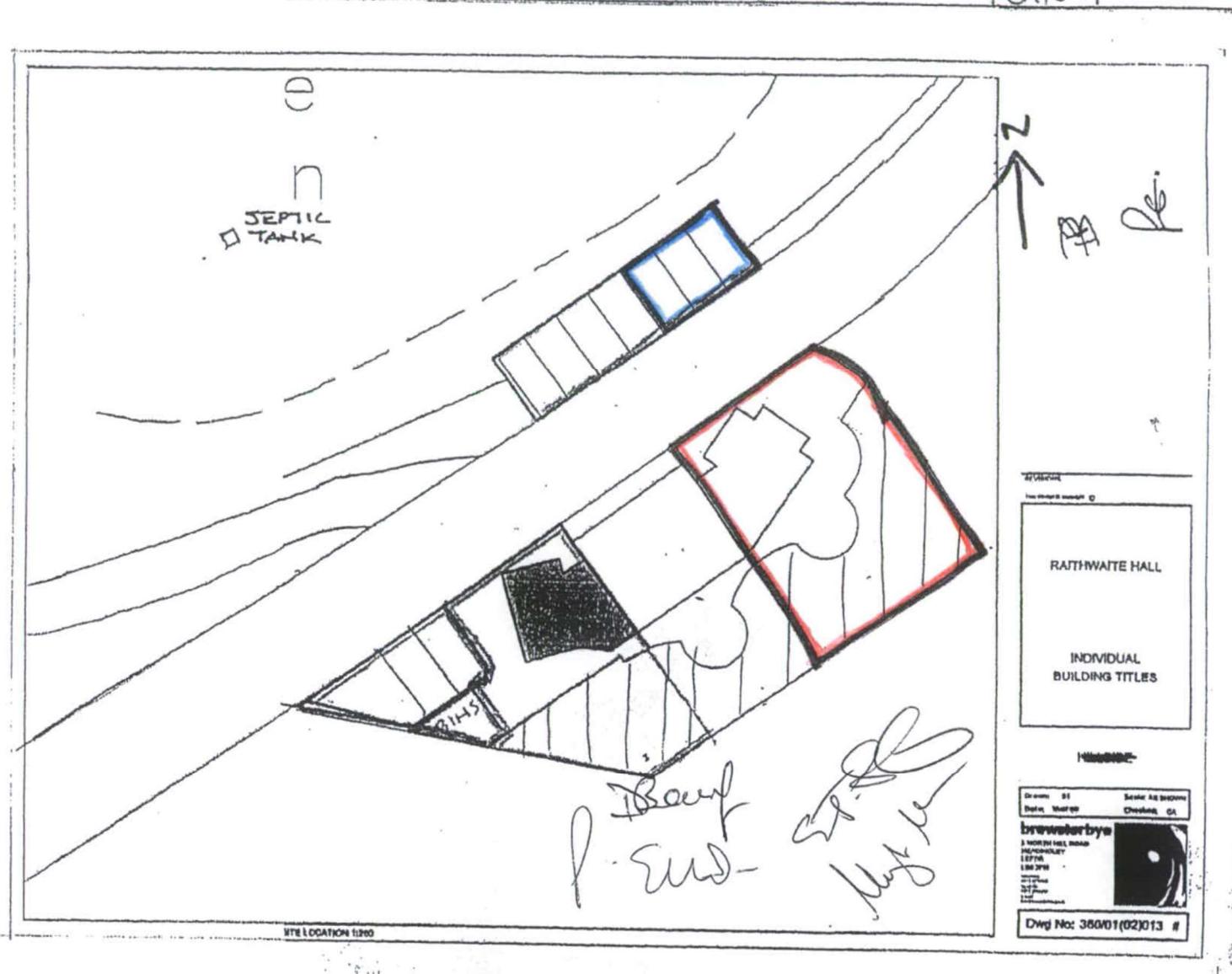
Property held under the lease	Gatehouse Cottage, Raithwaite Hall, Sandsend Road, Whitby, North Yorkshire, YO21 3ST as shown edged red on plan 1 below.
Date of lease	27 April 2012.
Current landlord	GHL
Current tenant	Rev Margaret Anne McLean and Rev Christopher James Swift.
Current guarantor	N/A.
Length of the term, commencement date and expiry date	Term of 999 years from 1 January 2010 to 31 December 3008.
Is the lease contracted out of the Landlord and Tenant Act 1954?	N/A. Property is residential.
Summary of rights granted to the tenant	<ol style="list-style-type: none">1 The right of support, shelter and protection from the Landlord's neighbouring property, and the property registered under title numbers NYK372560, NYK21384, and NYK280502 (the "Adjoining Owner's Property").2 A right of way with or without vehicles over and along the drive as shown and coloured brown on plan 2 below (the "Drive").3 The right to pass and repass on foot only over the communal recreational areas of the estate on the condition that the tenant must comply with the Estate Regulations (as modified by Skelwith Leisure (Raithwaite) Limited from time to time). <i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i>4 The exclusive use of the parking spaces as shown edged in blue in plan 1 below for temporary parking.5 The right to enter the Landlord's neighbouring property and the Adjoining Owner's Property as far as reasonably necessary to inspect or carry out works to the property. This right to subject to compliance with the conditions of entry set out within the lease.6 To use and drain into the septic tank.
Summary of rights reserved to the landlord	<ol style="list-style-type: none">1 Rights of support, shelter, and protection from the property.

	<p>2 Rights of light and air.</p> <p>3 The right to use and connect into any service media at the Property serving the Landlord's neighbouring property and the Adjoining Owner's Property.</p> <p>4 The right to enter the property to carry out works to the Landlord's neighbouring property and/or the Adjoining Owner's Property, to maintain service media, to inspect the property, to carry out works needed to remedy any breach of the Tenant's covenants, and for any other purpose connected with the lease or the property interest in the Landlord's neighbouring property and/or the Adjoining Owner's Property.</p> <p>5 The right to develop the Adjoining Land or the Landlord's neighbouring property.</p> <p>6 The right to reroute and replace service media in accordance with the transfer dated 18 September 2009 made between (1) Gary Douglas and Penelope Ann Douglas, and (2) Skelwith Raithwaite (Leisure) Limited.</p>
Initial rent and any rent-free periods	<p>£350 per annum.</p> <p>No rent-free period.</p>
Current rent and rent payment dates	<p>£350 per annum.</p> <p>1 January each year.</p>
Rent review dates and date of last review	<p>The last day of the 5th year of the term and every 5th anniversary after.</p> <p>31 December 2019.</p> <p><i>IM Note: GHL have confirmed that no rent reviews have been implemented;</i></p> <p><i>IM Note 2: The definition of Rent refers to reviews being made in accordance with Schedule 8. However, the rent review provisions are contained in Schedule 7 of the lease in error.</i></p>
Rent review provisions	The rent will be the greater of the previous passing rent, or the indexed rent calculated by reference to RPI.
Permitted use and any restrictions on use	Use as a holiday cottage.
Is the tenant responsible for repairing and decorating the whole property?	Yes.
Insured risks	Fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and

	articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the landlord reasonably considers to be appropriate for a property of this nature.
Insurance provisions	The Tenant is to insure the property against the insured risks to the full reinstatement value set by the landlord. The Tenant is to apply any insurance monies received in making good any loss or damage to the property.
The tenant can make structural or external alterations with the consent of the landlord (not to be unreasonably withheld or delayed)?	The Tenant is not permitted to make such alterations.
The tenant can make non-structural alterations without the prior consent of the landlord?	The Tenant is not to make such alterations without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
Reinstatement	Tenant is to return the property in good and substantial repair, condition, decoration, and in accordance with the Tenant's covenants.
Restrictions on assignment of whole / part of the property	<p>No assignment of part is permitted.</p> <p>Assignment during the last seven years may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment to a limited company may only be made with the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.</p> <p>Assignment may only be made where the Tenant has paid all rent and other charges falling due. If the assignee is not resident / registered within England or Wales, the Tenant shall provide the Landlord with the assignee's address for service within England or Wales ahead of the assignment.</p>
Restrictions on underletting of whole / part of the property	<p>No underletting is permitted save for short term holiday agreements, provided that such agreements include a provision that the property is occupied for a holiday, no relationship of landlord and tenant is to be created, and the occupier and licensee will comply with the Estate Regulations and the Regulations set out in Schedule 4 of the lease.</p> <p><i>IM Note: GHL have confirmed that there are no estate regulations currently in place.</i></p>

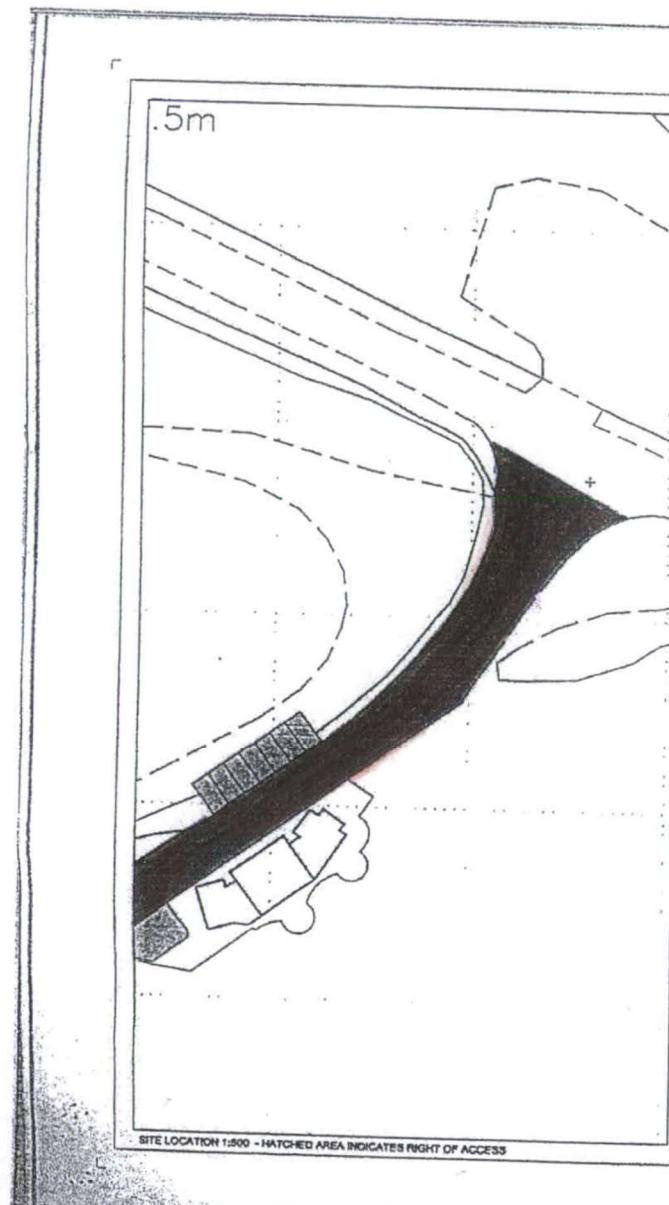
Restrictions on charging of whole / part of the property	No restrictions, but the Tenant must give notice of any charge within one month.
Proportion of service charge payable by the tenant and how assessed	A fair and reasonable proportion determined by the Landlord of the service costs, such proportion to be determined according to user.
Forfeiture	The Landlord may re-enter if any rent or payments are wholly or partly unpaid after 21 days, or if there is any breach of the Tenant's covenants. The forfeiture provision also contains mortgagee protection wording.
Details of any break clauses	None.
Any other material terms or ancillary documents	None.

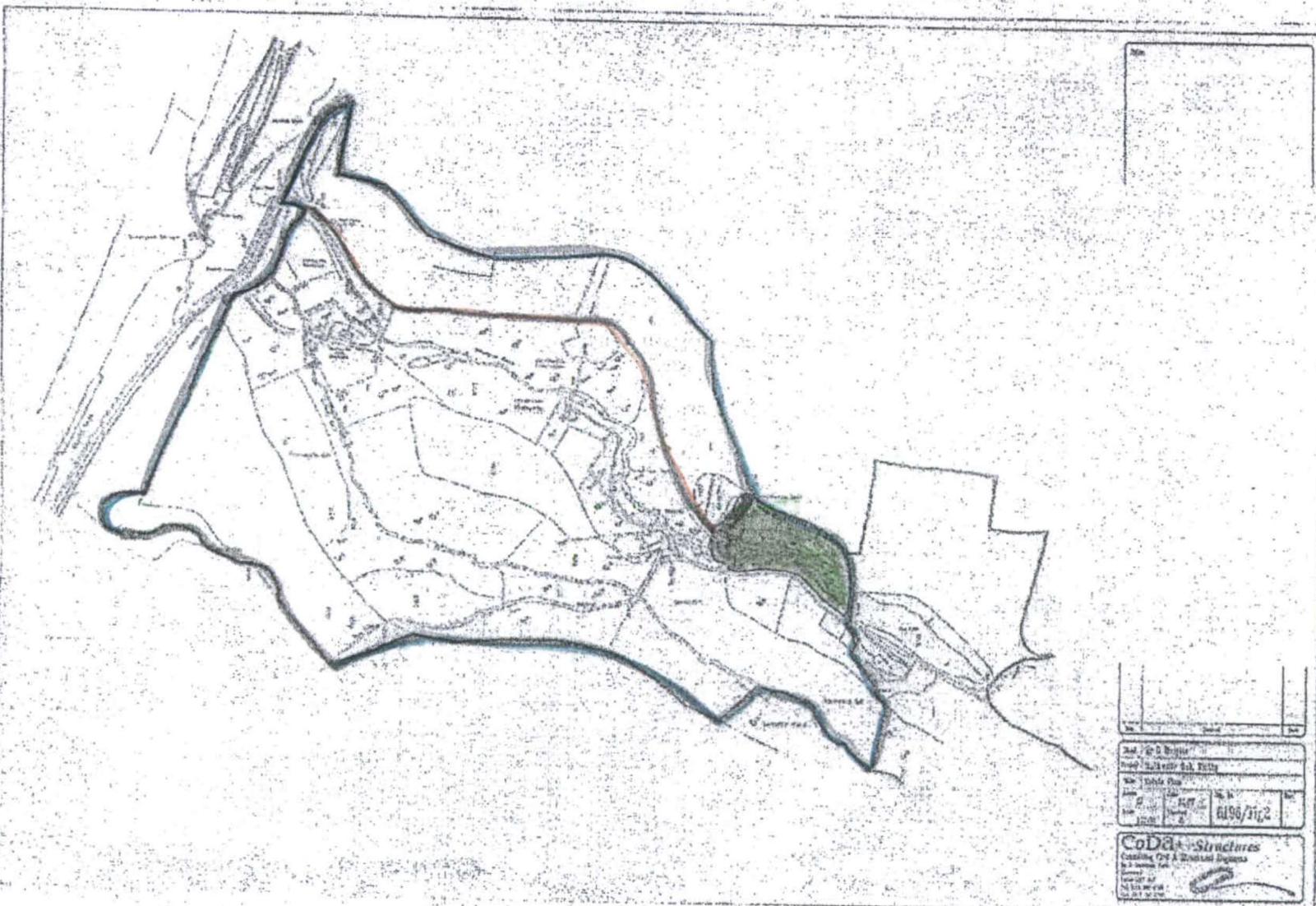
PLAN 1



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PLAN 2





PLAN 3

APPENDIX 2

Planning Report

PLANNING REPORT FOR THE RAITHWAITE ESTATE

PLANNING REPORT FOR THE RAITHWAITE ESTATE

1 THE PROPERTY

- 1.1 The Property comprises a country house hotel, spa and office use with associated parking, gardens and landscaping on land at Raithwaite Estate (the “Property”). GHL has confirmed that the hotel opened in 2012 and that the hotel, including The Keep, and the main house, known as the Hall and outbuildings operate under Use Class C1. A building is currently being used as an office to assist with hotel operations. GHL has also disclosed that the hotel previously offered a dog grooming service which was discontinued prior to the GHL’s ownership.
- 1.2 The Property spans the administrative boundaries of the North Yorkshire Moors National Park Authority (the “NPA”) and North Yorkshire Council (the “Council”). Most of the Property is within the local authority area administered by the Council, however the southern end lies within the NPA. Most of The Hall is within the NPA area and The Keep and Stable Rooms fall under the Council’s administrative area.

2 KEY CONSIDERATIONS

- 2.1 The Property has the benefit of a planning permission which has not yet been implemented (see paragraph 3.11).
- 2.2 We have not seen evidence of compliance of all planning conditions, including pre-commencement conditions, however the consents for which we have not seen compliance of are over ten years old.
- 2.3 Permission 18/00241/FL was granted by the Council in July 2018 for the erection of 71 cottages, 82 apartments and 37 lodges for holiday use, new restaurant, café and shop, additional car parking, roads and an extension to the footpath network including landscaping and ancillary works. GHL has confirmed that the permission was lawfully implemented, and a certificate of lawfulness of existing use or development granted to confirm the same. GHL has confirmed that the development is not yet complete.
- 2.4 The Local Search reveals a section 106 planning obligation dated 8 April 1998 relating to a 1998 permission for the retention of existing potash and salt mine and an extension to the approved underground mine working area. A small part of the land captured within the S106 is included within the Property. Given the date and nature of the obligations, our view is that it is very unlikely that the NPA will seek to enforce the terms of the S106 against GHL or its successor in title to the Property. Please see paragraph 4.1 for further details.
- 2.5 The Local Search contains references to notices and consent granted for works to areas at risk of coastal erosion. Although the Council appears to have taken proactive steps to attempt to protect the ‘risky’ area from coastal erosion we are unable to advise how affected the Property might be from future risk. Please see paragraph 4.2 for further details.

3 PLANNING PERMISSIONS

- 3.1 The Local Search reveals a number of planning permissions, most of which we have

obtained and reviewed. A summary of the planning permissions is contained in Appendix 1. We have noted where we have been unable to obtain copies of permissions/consents. We have not reviewed advertisement consents (although note that the advertisement consents shown on the Local Search are from 1993, 2011 and 2013).

Current Position

- 3.2 GHL believes the current uses at the Property are authorised pursuant to the following main permissions, all of which have been implemented:

Reference / Date	Description of Development
07/01619/FL 3 September 2007	Extension and conversion of Lodge House into 3 no. holiday cottages with parking
08/02553/FL 5 December 2008 Varied by a non-material amendment permission (09/02037/NMA) granted on 30 October 2009	Erection of extension to north elevation of Raithwaite Hall (as part of change of use to hotel where main building lies within North York Moors National Park) and conversion of detached outbuilding to loft suites and formation of car park with 171 spaces
NYM/2008/0796 7 May 2009	Change of use alterations and extension to Raithwaite Hall and outbuildings to form a hotel
10/01933/FL 29 September 2010	Erection of ancillary office building
10/02029/FL varied by non-material amendment permission 11/02359/NMA 6 January 2011 23 January 2012 (NMA)	Erection of new building as an annex to Raithwaite Hall to provide 21 additional bedrooms and family suites together with dining /lounge areas and dog kennelling and grooming facilities, and varied by a non-material amendment permission which increased the number of bedrooms to 28 (this consent relates to 'The Keep')
NYM/2012/0420/FL 20 August 2012	Construction of single storey restaurant extension
NYM/2014/0057/FL 23 March 2014	Erection of a wedding folly
NYM/2014/0687/FL	Retrospective permission for the erection of a timber

14 May 2015	alpaca shed
NYM/2023/0876 14 March 2024	Alterations to the hotel facade comprising additional dormer windows, changes to the recessed roof terraces and additional roof plant, installation of glazed rooflight to conservatory and alterations to the spa façade
ZF23/02116/FL 25 March 2024	Alterations to the entrance approach with re-provision of parking spaces. Installation of new dormer windows and amendments to existing roof terraces to the existing hotel building

- 3.3 Appendix 1 sets out a full list of permissions relating to the Property including whether they have been implemented or not and details of conditions.

Incomplete Development

- 3.4 Permission 18/00241/FL was granted in July 2018 for the erection of 71 cottages, 82 apartments and 37 lodges for holiday use, new restaurant, café and shop, additional car parking, roads and an extension to the footpath network including landscaping and ancillary works and was varied by the following two non-material amendment approvals:
- 3.4.1 20/00438/NMA approved on 26 March 2020 for repositioning of the Newholme Farm Building with alterations to floor layout and external design;
 - 3.4.2 21/01749/NMA approved on 17 August 2021 to allow provision of additional footpaths, alterations to alignment of track to restaurant; position of lodge; parking arrangements; and lodge balcony door;
 - 3.4.3 ZF24/00685/NMA approved on 10 June 2024 to allow provision of additional landscaped footpath from the road, re positioning of 2no. cottages at the entrance with alterations to raised terraces and provision of one additional parking space opposite the existing cottages.
- 3.5 GHL has confirmed that this permission has been lawfully implemented as confirmed by a Certificate of Lawful Development (ref: 21/01839/CLE) but has not been completed. All pre-commencement conditions have been discharged. Pre-occupation conditions (set out in Appendix 3) remain outstanding and will need to be discharged at the relevant time. GHL have confirmed that they are continuing to implement this permission.
- 3.6 GHL has confirmed that plans and drawings for an associated section 278 highways agreement, a section 104 agreement, a wayleave agreement and a traffic regulation order have been approved and the draft legal documents are under review.

Compliance

- 3.7 GHL has been unable to confirm whether conditions attached to the planning permissions pre-dating its ownership of the Property have been complied with.
- 3.8 We have not seen evidence of compliance of all planning conditions, including

pre-commencement conditions.

3.9 GHL has confirmed:

- 3.9.1 that so far as it is aware, it has complied with all ongoing planning conditions and confirmed that it knows of no reason why they cannot continue to be complied with. This confirmation is not provided for permissions which pre-date GHL's ownership of the Property;
- 3.9.2 it has not received notice of any breach of planning conditions;
- 3.9.3 that so far as GHL is aware, no development which has been carried out at the Property is unlawful or has been carried out without necessary consents and permissions being obtained.

3.10 We report on what planning permissions have been obtained but we have not inspected the Property and are unable to comment on whether works to the Property have been undertaken in accordance with the consents.

Unimplemented Permissions

3.11 GHL has confirmed that the following permission has not yet been implemented although GHL will be implementing this permission as part of the 'phase 1' development of the Property:

Reference Date granted	Description of Development	Permission expiration date
NYM/2020/0702/FL 16 September 2022	Erection of 3 single storey lodges to provide 5 woodland rooms ancillary to the existing hotel with associated linkage paths	16 September 2025

Pending Applications

3.12 We understand the following planning applications for planning permission have been submitted for approval and are awaiting validation:

- 3.12.1 The Keep Extension – submitted to the Council on 20 August 2024 for the addition of a single-storey, flat roof extension to the rear of the Keep. This application proposed proposes a new leisure pool, steam room, sauna pod along with changing, showers and WC facilities and the necessary plant equipment.
- 3.12.2 The Spa Trail around the lake – submitted on 31 July 2024 for the replacement of the jetties with two outdoor sauna pods and a larger jetty and seating area. GHL have further confirmed that revised boundary plans are due to be submitted for approval shortly

4.1 Section 106 Agreement

The Local Search records a Section 106 planning obligation relating to planning permission NYMR/3/43BPA granted on 5 May 1998 for the retention of existing potash and salt mine and extension to approved underground mine working area. The S106 was entered into between (1) North York Moors National Park Authority and Cleveland Potash Limited on 8 April 1998. A small part of the land captured within the agreement plan includes a small parcel of the Property. The obligations relate to the monitoring of effluent, transportation of materials, regulating road transport (load numbers) and subsidence. The agreement does not contain a mortgagee exclusion / carve out clause. The Company has not obtained any indemnity insurance protecting against enforcement of the agreement and is of the view that the obligations do not affect the Property. Given the date and nature of the obligations it seems very unlikely in our view that the Council will seek to enforce the terms of the agreement against GHL and its successor in title to the Property.

4.2 Section 5(1) notice to carry out coastal protection works

- 4.2.1 The Local Search reveals that Scarborough Council (now North Yorkshire Council) acting in their capacity as Coastal Erosion Risk Management Authority gave notice under s5(1) in respect of a proposal to carry out coast protection works (dated 29/04/2014). GHL has no further details of the notice or the works, but consider it likely that these relate to construction of a sea wall which appears to have been completed.
- 4.2.2 The Local Search also reveals a planning permission granted in 2013 (reference 13/01990/FL) for works across a section of the A174 Sandsend Road between Whitby and Sandsend which was at risk of coastal erosion and slope instability. We have not reviewed the application documents in detail but note that the Council's report states that the applicant's agent had identified that the works would protect 10 residential and 6 commercial properties from coastal erosion.
- 4.2.3 The location plan of the above works (a copy of which is annexed at Appendix 4) likely includes part of the Property within the areas highlighted green (although we cannot confirm for certain whether the above s5(1) notice is related to these works). It is not however entirely clear where the 'risky' areas identified were, but given that the associated committee report referred to the 'protection of 16 properties (10 residential and commercial) from coastal erosion, including the Sandsend surgery, it is likely to be the properties located next to and including Sandsend Surgery (as edged green on the plan at Appendix 5)

The issuing of a notice shows that the Council has taken proactive action to attempt to protect the 'risky' area from coastal erosion, but this does not mean that the Property is either not at risk, or not at risk for the foreseeable future. The Company has confirmed that this has not had any impact on their ability to insure the Property nor caused any excessive premiums, and that no ground stability reports have been commissioned. The Company has stated that "*this*

land is just coastal slopes and although it forms part of GHL (Whitby) Limited's ownership it is superfluous, and remote from, the estate (the Sandsend Road and Council owned land separates it from the estate".

4.3 Highways / Road works

- 4.3.1 The A174 / Sandsend Road are highways maintainable at public expense.
- 4.3.2 The Local Search reveals minor road widening or improvement works have been approved (but not yet implemented) within 200 m of the Property (Sandsend to Whitby Site 2 Safety Barrier). GHL is not aware of the works and is unable to confirm if they will impact the Property, although it has confirmed that its own section 278 works (see paragraph 3.6) include some local widening of Sandsend Road which could relate to this entry.

4.4 Designations.

The Local Search reveals the designation below in respect of the Property. We have not reviewed the planning policy relating to these designations however the Company has confirmed that it does not believe there are any financial implications as a result of these designations. The Company has not received any enforcement action in relation to the designations.

- Outside Development Limited (Countryside) – see policy SH1 of the Scarborough Local Plan 2011/32 for further details.
- The Property is within a National Park designated under s.7 of the National Parks and Access of the Countryside Act 1949.
- Part of the Property falls within a minerals safeguarding area.

4.5 Building Regulations

The Local Search revealed several Building Regulation approvals/certificates which we have not reviewed. GHL has confirmed it has not received any notification of breach(es) of Building Regulations and the Local Search does not reveal any enforcement action recorded against the Property for breaches of Building Regulations. The Company has stated that it has the necessary Building Regulations certificates in place to cover the buildings on the Property.

4.6 Public Rights of Way

- 4.6.1 The Local Search reveals public rights of ways which abut on or cross the Property which are shown on the definitive map – a copy of which is appended at Appendix 2. GHL has confirmed that the public right of way does not impact the current use of the Property and that it will not be impacted by the development of the Property under any of the obtained permissions and that no public rights of way are to be stopped up and / or diverted in respect of the proposed development of the Property.

- 4.6.2 The Local Search also reveals a pending application to amend a public right of

way which runs across the Property (to upgrade it from a footpath to a bridleway). The applicant was required to legally notify the GHL's predecessor of the proposed modification to the public right of way, who had confirmed to GHL on its purchase of the Property that it is unaware of any such application and did not receive notice of the application. GHL is aware that this will need to be considered in any future planning applications made at the Property.

4.7 **Other**

- 4.7.1 To the enquiry 'Has any flood defence or land drainage consent relating to the property been given or refused, or (if applicable) is the subject of a pending application?' the Local Search states "Yes C1510080, Sandsend Revetment consents on the 08/10/2015". We do not have any further information on this consent.
- 4.7.2 The Council and NPA have not adopted a CIL charging schedule and there is no CIL liability attached to the Property.

APPENDIX 1

We set out below details of the permissions we have reviewed (unless otherwise stated). We report on conditions with ongoing effect which may (due to their ongoing nature) be considered onerous. The Company is of the view that the conditions are neither onerous nor unusual. We have noted details of other conditions where we have not seen evidence of discharge or compliance, although we do not report on such conditions in detail.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
ZF24/00685/NMA / 10 June 2024 Non-material amendment to permission 18/00241/FL to the entrance cottages (Block N and O) to allow for the re-positioning of two of the consented cottages to the entrance of the estate, replacement parking provision for the existing 3 cottages to the entrances of the estate, changes to the landscaped paths and alterations to the terraces and glazed balustrades on the cottages.	Compliance conditions: (1) compliance with approved drawings noted on the decision notice. Pre-occupation: (2) additional approved parking space shall be surfaced in a material to match the parking spaces approved under permission 18/00241/FL and the additional spaces shall be made available prior to first occupation of the development and retained for the lifetime of the development; (3) additional landscaped paths shall be surfaced and landscaped to match the existing landscaped paths on site and the paths as approved under permission 18/00241/FL and shall be made available prior to first occupation of the development and retained on site for the lifetime of the development.
ZF23/02116/FL / 25 March 2024 Alterations to the entrance approach with re-provision of parking spaces. Installation of new former windows and amendments to existing roof terraces to the existing hotel building	GHL has confirmed this planning permission has been implemented but the development is not yet complete. Compliance conditions: (1) development to be carried out in strict accordance with plans and documents received by the Council on 27 th December 2023 and noted on the decision notice. Other conditions: Lighting installed must be retained for the lifetime of the development (3) prior to the first use of the development, the vehicle parking shall be provided, laid out, hard surfaced, drained, marked out and made

Planning Permission Reference / Date granted Description of Development	Planning Conditions
	available for use. Once created these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.
NYM/2023/0876 / 14 March 2024 Alterations to the hotel facade comprising additional dormer windows, changes to the recessed roof terraces and additional roof plant, installation of glazed roof light to conservatory and alterations to the spa façade	GHL has confirmed this planning permission has not yet been implemented. Compliance conditions: (1) development shall be carried out in accordance with plans noted on the decision notice. Other conditions: (3) external lighting must be maintained in accordance with approved details in perpetuity.
ZF23/01089/FL / 11 March 2024 Erection of a dwelling for holiday let use	GHL believes this planning permission has not yet been implemented. It relates to the Fruithouse Land that is not owned by GHL however part of the land authorised pursuant to this consent overlaps with the Property (please see report on title for further information).
NYM/2020/0702/FL / 16 February 2022 Erection of 3 no. single storey lodges to provide 5 no. woodland rooms ancillary to existing Hotel with associated linkage paths	GHL has confirmed that this permission has not yet been implemented (but pre-commencement conditions have been discharged). Ongoing conditions: (3) no development required by the conditions of a site license shall be permission without the granting of planning permission by the Council; (4) each unit of accommodation shall not be used for residential purposes other than holiday letting purposes which means letting to the same person or group of persons or family for period(s) not exceeding a total of 28 days in any one calendar year; (5) the lodges shall form and remain part of the wider curtilage of the business known as the Raithwaite Estate as a single planning unit; (8) lodge roof to be covered in sedum woodland flora mix – thereafter to be maintained and replaced if any plants die;

Planning Permission Reference / Date granted Description of Development	Planning Conditions
	<p>(9) flues to be coloured black and maintained in perpetuity; (13) if the use of the lodges permanently ceases they shall be removed from the land and the land shall as far as practicable be restored to its condition before development takes place; (14) no development which would be permitted under Part 9 Sch 2 of the Town and Country Planning (GPD) Order 2015 shall be carried out without a further grant of permission being obtained from the Council.</p> <p>Other conditions: (6) approval of external lighting prior to installation – thereafter to be maintained in perpetuity.</p>
20/01808/FL / 5 January 2021 Erection of 3 holiday accommodation units	<p>Implementation of this permission was confirmed by a certificate of lawfulness of existing use or development (reference 23/02118/CLE) granted on 12 March 2024. We have not seen evidence of discharge of the pre-commencement condition however grant of the certificate of lawfulness would indicate that the pre-commencement condition was complied with.</p> <p>Ongoing conditions: (2) approved units must be occupied as visitor accommodation only and not as a person's sole or main residence; (5) no buildings, structures or works as defined in Part 1, Sch 2, Classes A – H of the Town and Country Planning GPDO Order 2015 shall be erected or undertaken on the site.</p>
20/02079/FL / 30 September 2020 The provision of six retail and activity units at ground floor level to replace seven tourist accommodation units of the village hub approved under decision reference 18/00241/FL	GHL has confirmed this permission has not been implemented. The 3-year deadline for implementation has now passed.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
20/01991/FL / 22 September 2020 Elevation changes and extension to the existing Keep building as well as internal reconfiguration	GHL has confirmed this permission has not been implemented. The 3-year deadline for implementation has now passed.
20/00632/FL / 29 July 2020 Single storey side extension and porch extension. Construction of garden wall and enlarged terrace with glazed balustrade and other associated alterations – Little Beck Cottage	GHL has confirmed that this permission relates to a property which does not form part of the Property.
20/00437/FL / 24 February 2020 Extension to existing hotel to provide 30 additional rooms and formation of 30 additional car parking spaces with associated demolition (including 1no. cottage), refuse and storage area and landscaping	GHL has confirmed that this permission has not been implemented. The 3-year deadline for implementation has now passed.
18/00241/FL / 5 July 2018 Erection of 71 cottages, 82 apartments and 37 lodges for holiday use, new restaurant, cafe and shop. Provision of additional car parking, roads and an extension to the footpath network including landscaping and ancillary works.	Implementation of this permission was confirmed by a certificate of lawfulness of existing use or development granted on 12 January 2022 (reference 21/01839/CLE). A conditions tracker provided by GHL is attached at Appendix 3. Note , there are still outstanding conditions however GHL has confirmed that all conditions which have been triggered have been complied with and the outstanding conditions have not yet been triggered.

Planning Permission Reference / Date granted Description of Development	Planning Conditions
NYM/2014/0676/MEIA / 6 February 2018 Minor material amendments relating to that part of the development at the Woodsmith Mine site (formerly known as Doves Nest Farm and Haxby Plantation), including; re-design of foreshafts and shaft construction methodology, changes to building layout and shaft access arrangements, revisions to construction and operational shaft platform levels, revisions to location and layout of surface water attenuation ponds, revisions to groundwater management arrangements and amendments to internal access road arrangement	This permission relates to winning and working of polyhalite. A small part of the application site plan overlaps with the Property. Given the nature of the consent we have not reported on it further.
NYM/2014/0676/MEIA / 19 October 2015 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	As above

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
NYM/2014/0687/FL/ 14 May 2015 Erection of a timber alpaca shed (retrospective)	This permission was granted subject to a condition requiring removal of the unit from the land and restoration of the land to the pre-development condition if the use of the unit permanently ceases within 5 years from the date on which development was substantially completed. GHL has confirmed that this condition has been complied with.
NYM/2014/0647/CU/ 25 November 2014 Change of use of house to form short term holiday let together with replacement garage doors with bi-fold doors	We understand that this permission relates to the Lake House which does not form part of the Property.
NYM/2014/0057/FL/ 23 March 2014 Erection of a wedding folly	GHL has confirmed that this permission has been implemented and completed. The permission is not subject to any ongoing or unusual conditions.
13/01990/FL/ 18 December 2013 Coastal protection scheme including works to replace existing concrete revetment with stepped concrete revetment and rock revetments, measures to stabilise slope above the Sandsend Road and the infilling of the Raithwaite Gill outfall area	This permission relates to works across a section of the A174 Sandsend Road between Whitby and Sandsend which was at risk of coastal erosion and slope instability. We have not reported on this permission.
12/02718/FL/ 5 March 2013 Construction of a traditional cottage style building for use as a tearoom/café	GHL has confirmed that this permission relates to land outside of the Property.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
<p>12/00592/FL/ 20 December 2012 A mix of 46 contemporary and traditional holiday lodges and educational centre</p> <p>This permission was varied by non-material amendment permissions:</p> <ul style="list-style-type: none"> - 12/02740/NMA granted on 8th January 2013 for relocation of 9 lodges - 13/00145/NMA granted on 5th February 2013 for relocation of 20 parking spaces 	GHL believes this permission was not implemented and was superseded by the 2018 planning permission.
<p>NYM/2012/0442/FL/ 3 October 2012 Construction of 2 no. external spa pods together with creation of access bridge</p>	GHL does not believe this permission was implemented.
<p>12/01496/FL/ 12 September 2012 Proposed four bedroom cottage to replace existing fruit house cottage and approved cottage 5 and alterations to cottage 1 from application 10/00771/FL and associated external works</p>	GHL has confirmed that this permission was not implemented. The 3-year deadline for implementation has now passed.
<p>NYM/2012/0420/FL/ 20 August 2012 Construction of single storey restaurant extension</p>	GHL confirms that the planning permission has been implemented. The permission is not subject to any ongoing or unusual conditions.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
11/01360/NMA / 6 September 2011 (non-material amendment) Amendment of partial parapet, partial eaves to full eaves detail on one elevation	This is a non-material amendment, however it is unclear from the documents available on the Council's planning register which permission it seeks to amend.
10/02029/FL/ 6 January 2011 Erection of new building as an annex to Raithwaite Hall to provide 21 additional bedrooms and family suites together with dining /lounge areas and dog kennelling and grooming facilities. This permission was varied by non-material amendment permission 11/02359/NMA granted on 23 rd January 2012.	GHL has stated that this permission relates to the building known as 'The Keep', and it believes it to have been implemented and completed. Ongoing conditions: (3) installed window frames to be maintained; (5) accommodation shall only be used for hotel purposes and shall not be used as the main residence of any occupant; (13) the development shall provide hotel accommodation ancillary to the main hotel use on the site and shall be operated at all times in association with the main hotel use and shall not be regarded as a separate planning unit; (16) on-site vehicular, cycle and pedestrian accesses, cycle parking etc shall be maintained clear of any obstruction and retained for the intended purpose at all times.
10/01933/FL/ 29 September 2010 Erection of ancillary office building Raithwaite Estate, Sandsend Road	GHL believes this permission has been implemented. Pre-commencement conditions: (1) approval of external materials; (3) approval of landscaping scheme. Ongoing condition: (2) the building shall be used by staff in association with the running of the hotel and holiday letting business on the Raithwaite Estate.
10/00771/FL/ 1 July 2010	GHL has confirmed that this permission has been implemented – although it states that whilst the cottages are outside of its ownership, the planning

Planning Permission Reference / Date granted Description of Development	Planning Conditions
<p>Erection of 5 x holiday cottages within the Raithwaite Estate, adjoining Home Farm and other existing holiday cottages in the courtyard.</p> <p>This permission was amended by non-material amendment permission 11/01536/NMA granted on 2 September 2011 for amendment of landscape works, removal of balconies 2 and 3, change in orientation of cottage 5 and addition of a water tank with pump house.</p>	<p>boundary does include some of GHL's land. GHL believes that 4 of the 5 cottages have been built out.</p>
<p>10/00953/FL/ 17 May 2010</p> <p>Demolition and rebuilding of existing garage block at Raithwaite Hall to provide 5no suites in connection with existing planning approval</p>	<p>GHL has confirmed this permission relates to the Stables and has been implemented and built.</p> <p>Ongoing conditions: (4) rainwater goods to be coloured black and thereafter so maintained; (5) accommodation shall not be used for purposes other than a holiday letting purposes. The accommodation shall not be used as the main residence of any occupant.</p>
<p>09/00954/FL/ 2 July 2009</p> <p>Refurbishment and extension of two existing cottages to form four holiday cottages in total with gardens parking and landscaping</p>	<p>GHL has confirmed that it does not know whether this permission has been implemented. GHL has stated that this permission relates to the four Valley cottages which were built and sold off to third party freeholders.</p> <p>Prior to use: (7) provisions of revised parking and refuse storage; (8) provision of approved vehicles access, parking, maneuvering and turning areas – thereafter to be maintained clear of obstruction and retained for intended purpose at all times.</p> <p>Ongoing conditions (3) south facing windows to be provided in obscure glazing and thereafter maintained; (4) accommodation shall not be used for purposes</p>

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
	other than holiday letting purposes and shall not be used as the main residence of any occupant; (5) no garages, car ports or house extensions or free standing curtilage buildings including sheds, greenhouses, pergolas or raised decks shall be erected within the curtilages of the dwelling(s) on site without prior consent
<p>NYM/2008/0796 / 7 May 2009</p> <p>Change of use alterations and extension to Raithwaite Hall and outbuildings to form a hotel.</p> <p>This permission was varied by a non-material amendment permissions:</p> <ul style="list-style-type: none"> - NYM/2009/0682/F/NM granted on 29 October 2009 seeking to amend the approved layout and elevational plans; - NYM/2010/0376 granted on 10 June 2010 to allow amendment to courtyard steps, omission of external spiral stair, amendment to rear garden to provide steps to landscape linking terraces, amendment to rear of house terraces to minimise loss of existing garden landscaping and amendment to one suite in stable outbuilding to invert living room/bedroom and dormer balcony to upper floor 	<p>GHL has confirmed that this permission appears to have been implemented as it relates to the change of use of Raithwaite Hall to Hotel use, which is the current operational use of the Hall. This permission should be read alongside the corresponding approval from the Council (Ref. 08/02553/FL).</p> <p>Pre-commencement conditions: (4) approval of roof tile. An application was made to and determined by the Council seeking to "verify" condition 4 (reference NYM/2009/0873/CVC) however the decision notice is unavailable online so we are unable to confirm if details were approved and the condition discharged.</p> <p>Ongoing conditions: (6) all new window frames, glazing bars and external doors shall be of timber construction and shall be maintained in that condition in perpetuity; following approved / installed elements to be maintained: (8) guttering; (9) rainwater; (10) external lighting.</p> <p>Other conditions: (7) approval of paint colour and finish prior to stain / paint of windows and doors. An application was made to the Council and determined seeking to "verify" condition 7 (reference NYM/2011/0447/CVC) however the decision notice is unavailable online, so we are unable to confirm if details were approved and the condition discharged.</p>

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
	<p>Prior to use: (12) approved carpark to be laid out; (14) provision of biomass space heating and hot water production facilities.</p>
<p>08/02553/FL / 5 December 2008 Erection of extension to north elevation of Raithwaite Hall (as part of change of use to hotel where main building lies within North York Moors National Park) and conversion of detached outbuilding to loft suites and formation of car park with 171 spaces</p> <p>Varied by a non-material amendment permission (09/02037/NMA) granted on 30 October 2009</p>	<p>GHL believes this permission has been implemented (it should be read alongside the corresponding approval from the North York Moors National Park Authority (NYM/2008/0796/FL)).</p> <p>Pre-commencement conditions: approval of the following: (10) external materials; (11) samples of external features; (14) further survey work to ascertain status of protected species (an application for discharge of these conditions has been determined by the Council on 17 March 2010 reference 09/02497/COND but a copy of the decision is unavailable online so we cannot confirm for certain whether the conditions have been discharged).</p> <p>Prior to use: (6) approval of travel plan – thereafter to be complied with (an application was made to discharge this condition under reference 10/02422/COND – however the planning register does not hold any documents relating to this application so we cannot confirm for certain whether the conditions have been discharged).</p> <p>Ongoing conditions: (10) rainwater goods to be coloured black and thereafter maintained.</p> <p>Other conditions: (15) no works to be undertaken that would result in the loss of grassland within the Raithwaite Gill / Dunsley Beck site of Importance for Nature Conservation until further work is undertaken to establish the characteristics of the habitat (as above, an application for discharge of these conditions was determined by under reference 09/02497/COND but a copy of</p>

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
	the decision is unavailable online so we cannot confirm for certain whether the conditions have been discharged).
<p>NYM/2008/0081/FL / 30 April 2008</p> <p>Permission to carry out development (conditional) External alterations to windows, doors and dormers together with raising the roof and construction of an entrance foyer and rear extensions</p>	GHL has confirmed that this permission relates to land falling outside of the Property (the Lake House).
<p>07/01619/FL / 3 September 2007</p> <p>Application for extension and conversion of Lodge House into 3 no. holiday cottages with parking</p>	<p>GHL believes that this permission has been implemented and relates to the three existing cottages at the entrance to the estate.</p> <p>Pre-commencement conditions: (1) approval of materials.</p> <p>Ongoing conditions: (2) new windows to be of timber construction and maintained as such; (3) no garages, car ports or house extensions shall be erected within the curtilage(s) of the dwelling(s) on the site without prior consent.</p>
<p>05/00836/FL / 13 June 2005</p> <p>Extensions to side and rear elevations</p>	<p>GHL is unable to confirm whether this permission has been implemented.</p> <p>Pre-commencement conditions: (1) approval of materials.</p> <p>Compliance conditions: (2) new windows and doors shall be of timber construction.</p>

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
01/00900/FL / 9 October 2001 Revised scheme for alterations and extensions to club house	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
01/00514/FL / 4 September 2001 Earthworks to regrade slope and realignment of drive	GHL is unable to confirm whether this permission has been implemented. Pre-commencement conditions: approval of the following (2) method statement; (3) landscaping and tree planting scheme
99/01233/FL / 21 December 1999 Construction of two grass covered mounds (150m x 30m x 1.5m high)	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
98/01174/FL / 9 June 1998 Replacement overhead line	GHL has not confirmed whether this permission has been implemented or whether the overhead line is still in situ. We have been unable to obtain a copy of the permission and cannot comment on any onerous or ongoing conditions. Part of the cable appears to fall on the Property.
NYMR/003/0043B/PA/ 6 May 1998 Permission to carry out development (conditional) Retention of existing potash and salt mine, including all surface installations, buildings, plant, etc and extension to approved underground mine working area to South	This permission does not appear to relate to the Property.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
95/01023/FL / 7 June 1995 Detail plans for a store for golf course maintenance equipment and refurbishment of an existing building to provide greenkeepers office and store at Low Straggleton	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
92/01071/FL / 3 December 1992 Chain link fence alongside new tee	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
92/01070/FL / 5 November 1992 Siting of two portaloos adjacent No.12 tee	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
92/01069/FL / 13 August 1992 A satellite dish aerial, Low Straggleton, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
91/01206/FL/ 13 February 1992 Siting of two portaloos	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
90/01309/FL / 24 April 0021351990 Siting of water storage tank adjacent Club House, Low Straggleton, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
90/01308/FL / 15 March 1990 Golf professionals shop, Low Straggleton, Sandsend Road, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
88/01388/FL / 16 June 1988 Tipping of spoil from cliff stabilisation works	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
82/01087/FL / 5 January 1983 Renewal of Temporary Consent for a shop	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
79/01342/FL / 10 January 1980 Renewal of Temporary Consent for a shop	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
79/01341/FL / 14 December 1979 Erection of a compost shed at Low Straggleton, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
77/01176/FL 12 January 1978 Renewal of Temporary Consent for a shop at Low Straggleton, Sandsend Road, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
76/01350/FL / 10 February 1977 The formation of a new replacement green at Whitby Golf Club, Low Straggleton, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
75/01335/TP/ 4 December 1975 Renewal of Temporary Consent for a shop at Low Straggleton, Sandsend Road, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
74/01027/FL / 1 July 1974 Detail plans for clubhouse extension containing beer storeroom, porch and cloakroom, at Low Straggleton, Whitby	GHL has not confirmed whether this permission has been implemented and we have been unable to obtain copies of the permission. The description online refers to the permission relating to the Whitby Golf Club.
93/01040/FL / 15 April 1993 Change of use to allow retail sales of plants and flowers from an existing nursery together with refreshment facilities and access improvements, (as amended by plans received by S.B.C. on 08.04.93)	GHL has been unable to provide a copy of the permission or confirm if it was relevant. Given the proposed use it appears that the consent does not relate to the current existing uses.
94/01011/FL / 7 March 1995 Detail plans for the conversion of Raithwaite Hall into nine holiday flats, conversion of redundant buildings into five holiday units, and erection of a building, comprising two holiday units to replace garages and workshop.	GHL has confirmed that this permission has been superseded by subsequent permissions.

Planning Permission Reference / Date granted	Planning Conditions
Description of Development	
95/00911/FL / 7 November 1995 Detail plans for conversion of storage building to a holiday cottage	GHL has been unable to provide a copy of this permission and has not confirmed whether it has been implemented. We are unable to comment on any ongoing or onerous conditions.
95/01022/FL / 11 July 1995 Detail plans for installation of sewage treatment plant	GHL has been unable to provide a copy of this permission nor confirm if it was implemented. The former owner stated in replies to enquiries that it "assumes that it relates to the septic tanks located on the Property, in which case development has been completed".

Appendix 2 – Planning conditions tracker (permission 18/00241/FL)

Key	
Pre Development / Site Clearance	PD
Pre Substructures	PSUB
Pre Superstructures	PSUP
Pre Relevant Works	PRW
Pre Occupation	PO
Informative Condition	I
* approval prior to task	

Title	Role
C. J. O'Shea	Principal Contractor
Holder Mathias Architects	Architect
CoDa Design	Structural & Civil Engineers
Energy Unique	Services Engineers
Smeeden Foreman	Landscape Architect and Ecology Consultant
NTR Planning	Planning Consultant

Condition No. / Title	Key	Condition Wording	Consultant	Status
Planning Reference		18/00241/FUL		
Proposal		Erection of 21 cottages, 82 apartments and 37 lodges for holiday use, new restaurant, cafe and shop. Provision of additional car parking, roads and an extension to the footpath network including landscaping and ancillary works.		
Decision Notice Date		05/07/2018		
Conditions				
Commencement within 3 years of permission	I	The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.	CJOS	
1 - Works to be as listed drawings	I	The development hereby approved shall be carried out in accordance with the approved drawings.	CJOS	
		The development hereby approved shall be carried out in accordance with the following approved documents:		
		Design and Access Statement by Holder Mathias Architects (dated January 2018)		
		Flood Risk Assessment by CoDa Structures (dated 15 May 2018, Revision B)		
		Landscape and Visual Impact Appraisal by Smeeden Foreman (dated May 2018)		
		Travel Assessment by CoDa Transportation (dated January 2018)		
		Woodland Appraisal and Ecological and Woodland Management Plan, Rev C by Smeeden Foreman (Dated January 2018)		
3 - Foul water sewer connection	PD	The development authorised by this permission shall not begin until the Local Planning Authority has approved in writing a full scheme of works for the disposal of foul water via the public sewer. The occupation of the development shall not begin until those works have been completed in accordance with the Local Planning Authority's approval and have been certified in writing as complete or on behalf of the Local Planning Authority.	CD	Discharged
4 - Site Investigation	PD	A) No demolition or development shall commence until a Written Scheme of Investigation has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include an assessment of significance and research questions; and: 1. The programme and methodology of site investigation and recording 2. The programme for post investigation assessment 3. Provision to be made for analysis of the site investigation and recording 4. Provision to be made for publication and dissemination of the analysis and records of the site investigation 5. Provision to be made for archive deposition of the analysis and records of the site investigation 6. Nomination of a competent persons/organisation to undertake the works set out within the Written Scheme of Investigation. B) No demolition or development shall take place other than in accordance with the Written Scheme of Investigation approved under condition (A).	CJOS	Discharged
5 - Woodland and Ecology Management and Monitoring Plan	PD	C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under condition (A) and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.	SF	
6. Vegetated Buffer Zones	PO	Prior to the commencement of any development a Woodland and Ecology Management and Monitoring Plan (WEMMP) will be submitted to the Local Planning Authority. The WEMMP shall be a strategic plan setting out management principles for a 50 year period, with detailed proposals for the construction phases of the development and the first 5 years following completion of the development.		
		Details of naturally vegetated buffer zones of a minimum width of 20m around the designated areas of ancient woodland within the site shall be submitted to and approved in writing by the Local Planning Authority. No structures (including gates, walls and fences, or raised or reduced ground levels) shall be located within the approved buffer zones. If their erection shall only be implemented at the Local Planning Authority's request should monitoring indicate that additional protection measures required to reduce the potential for harm to the ancient woodland are required by the Local Planning Authority, the developer shall undertake a survey of the古Hawthorn Gill/Dunseley Beck SINC to re-assess the habitat for inclusion within the SINC and to provide a baseline to inform ongoing habitat management. A report of the survey shall be undertaken with reference to the 'Sites of Importance for Nature Conservation in North Yorkshire: Guidelines for Site Selection' with the involvement of North Yorkshire County Council.		
7. Habitat Protection	I	The development shall be undertaken in accordance with the habitat protection and mitigation measures set out within the approved Ecological Appraisal and Wildlife Management Plan (EAWMP). No trees or other vegetation shall be removed without the Local Planning Authority's consent. The developer shall undertake a survey of the古Hawthorn Gill/Dunseley Beck SINC to re-assess the habitat for inclusion within the SINC and to provide a baseline to inform ongoing habitat management. A report of the survey shall be undertaken with reference to the 'Sites of Importance for Nature Conservation in North Yorkshire: Guidelines for Site Selection' with the involvement of North Yorkshire County Council.		
8 - Bat Habitat Enhancement	PO	The details of proposals to enhance the roosting opportunities for bats, including bat boxes or bat friendly structures, shall be submitted to and approved in writing by the Local Planning Authority and the agreed proposals shall be implemented prior to the development hereby granted being first brought into use.		
9. Tree Protection	I	All trees and other vegetation which are to be protected during the course of the development shall be retained. All retained trees shall be provided and these areas shall be fenced off as specified in BS 5837:2012. Materials and other items detrimental to the health and wellbeing of the retained trees must be excluded from the root protection areas at all times including excavations other than as specified in the British Standard.	CJOS	Discharged
10. Wildlife Management Plan	PD	Details of the proposed Wildlife Management Plan shall be submitted to and approved by the Local Planning Authority before any development. The details of the proposed Wildlife Management Plan shall be incorporated into the approved Ecological Appraisal and Wildlife Management Plan (EAWMP). The works and measures forming part of the plan shall be carried out in accordance with the approved details of the EAWMP. Should the choice of the development be programmed to commence on site between 1 March and 31 August in any calendar year a survey of the trees and woodland affected by the proposals shall be undertaken by a qualified ecologist to check for nesting birds in the event that nests are found works affecting the trees/woodland shall not be carried out until the nests are no longer in use.	SF	Discharged
11. Visitor Accommodation	I	Details of proposals for visitor accommodation shall be required to relocate a main habour set discovered within 30 metres of the proposed development.	HMA	
12 - General Permitted Development Order Restriction	I	The accommodation permitted under this decision (ref. 18/00241/FUL) shall be occupied as visitor accommodation only and shall not be occupied as a person's sole or main residence.		
13. External Materials	PSUP	Notwithstanding the above detailed conditions, the commencement of any development level by level shall be granted hereby granted, a schedule of external materials of construction of building and hard surfaces shall be submitted to and approved in writing by the Local Planning Authority. Samples shall be provided as may be required by the Local Planning Authority of the materials in the schedule and the use of such samples shall be approved in writing by the Local Planning Authority.		
14. Restaurant Lighting and Glazing	PRW	Details of the external lighting and glazing to be used for the restaurant above the site entrance shall be submitted to and approved in writing by the Local Planning Authority.		
15. Hilltop Solar Panels	PRW	Details of the solar panels to be used for the 'Hilltop' lodges shall be submitted to and approved in writing by the Local Planning Authority prior to installation and the solar panels shall be removed when the lodges are demolished.		
16. Hilltop Levels	PRW	Prior to the commencement of any development on 'The Hilltop' phase hereby permitted, details of the existing and proposed site levels and the finished floor levels and ridge heights (or higher point) of the lodges shall be submitted to and be approved in writing by the Local Planning Authority and the development shall be carried out in accordance with the detailed details.		
17. Crime Prevention Measures	PD	Details to be incorporated into the commencement of any phase of the development details of the crime prevention measures to be incorporated into that phase of the scheme to minimise crime and antisocial behaviour shall be submitted to and approved in writing by the Local Planning Authority. Such measures as are agreed shall be incorporated in the scheme and implemented in full prior to the occupation of the dwellings hereby granted.		
18. EV Charging	I	Details of the charging points for electric vehicles within the site shall be submitted to and approved in writing by the Local Planning Authority.	EU	
19. Lighting Scheme	PSUP	A detailed scheme of lighting for each phase of the development shall be submitted to and approved in writing by the Local Planning Authority before any works above foundation level for that phase are commenced. Each lighting scheme shall be in accordance with the Lighting Strategy set out in the Design and Access Statement prepared by Holder Mathias Architects, dated January 2018 and shall seek to minimise any impact through light spillage on wildlife using the site, in particular bats, and also protect the dark night skies which are important for the survival of nocturnal animals. The lighting scheme for the development shall be submitted to and approved in writing by the Local Planning Authority so maintained unless any alteration is first approved in writing by the Local Planning Authority.	EU	Discharged
20. Surface Water Drainage	PD	Development shall not commence until a scheme detailing surface water drainage has been submitted to and approved in writing by the Local Planning Authority. The scheme shall detail the location of the drainage system and the principles of sustainable urban drainage shall be employed throughout the scheme. The scheme shall be implemented in accordance with the approved phasing. No part of the development shall be brought into use until the drainage works approved for that part or phase has been completed.	CD	Discharged
21. Surface Water Run-off Rate	I	The surface water run-off rate on the site shall be restricted to a maximum flow rate of 4.1 litres per second per hectare with a minimum discharge of 3.0 litres per second from any storage tank for up to the 1 in 100 year event. A 30% allowance shall be included for climate change effects and a further 10% for urban creep for the lifetime of the development. Storage shall be provided to accommodate the minimum 1 in 100 year plus climate change critical storm events. The scheme shall include a detailed maintenance and management regime for the storage tanks. No part of the development shall be brought into use until the drainage works comprising the approved scheme has been completed. The approved maintenance and management scheme shall be submitted to and approved in writing by the Local Planning Authority.	CD	
22. SUDS Maintenance Scheme	PD	No development shall take place until a suitable maintenance of the proposed Sustainable Drainage Scheme (SuDS) arrangement has been demonstrated to the Local Planning Authority. Details with regard to the maintenance and management of the approved scheme to include, drawings showing any surface water assets to be vested with the statutory undertakers and their expenses, and any other arrangements to secure the operation of the approved drainage scheme/sustainable urban drainage systems throughout the lifetime of the development.	HMA	Discharged
23. Impacts to Watercourse	PD	Development shall not commence until a scheme detailing the impact of the development on the watercourse works has been submitted to and approved in writing by the Local Planning Authority. The scheme shall detail the location of the drainage system and the principles of sustainable urban drainage shall be employed throughout the scheme. The scheme shall be submitted to and approved in writing by the Local Planning Authority so maintained unless any alteration is first approved in writing by the Local Planning Authority.	CD	Discharged
24. Exceedance Flow Plan	PD	No development shall commence until a scheme detailing exceedance flows has been submitted to and approved in writing by the Local Planning Authority. Site design must be such that where SuDS features fail or are exceeded, exceedance flows do not cause flooding of properties or on site. This is achieved by designing suitable ground exceedance or flood pathways. Runoff must be completely contained within the drainage system (including areas designed to hold or convey water) for all events up to a 1 in 30 year event. The design of the site must ensure that flows resulting from rainfall in excess of a 1 in 100 year rainfall event are managed in exceedance routes that avoid risk to adjacent properties.	CD	Discharged
25. Finished Floor Levels	PD	The development shall not commence until details of finished floor levels of the development hereby approved have been submitted and approved in writing by the Local Planning Authority. Finished Floor Levels should be set above the 1 in 100 year plus climate change flood level with an additional 300mm freeboard above the flood level. The development shall not commence until details of finished floor levels of the development hereby approved have been submitted and approved in writing by the Local Planning Authority.	HMA	Discharged
26. Highway Details	PD	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 required to facilitate the highway improvement works listed below. The highway improvement works listed below have been submitted to and approved in writing by the Local Planning Authority under condition number 26. a. Provision of a new gateway feature to incorporate a reduced 40mph speed limit on the A174. b. Provision of a central pedestrian island and associated footway links with bus shelters on the A174, with a minimum land width of 3.5 metres either side of the island. All footway links to be a minimum of 1.8 metres wide. c. Provision of a new junction on the A174. (ii) An independent Stage 2 Road Safety Audit for the agreed site highway works has been carried out in accordance with HD19/15 - Road Safety Audit or superseding regulations and the recommendations of the Audit have been addressed in the proposed works. All correspondence for the construction of the highway works has been submitted to and approved within the Local Planning Authority.	CD	Discharged
27. Completion of Highway Works	PRW	Details to be submitted to the Local Planning Authority on the 20th day of November for consideration, the following highway works shall be constructed in accordance with the details approved in writing by the Local Planning Authority under condition number 26. a. Provision of diverging taper at the site entrance to a minimum width of 3.0m. b. Provision of a central pedestrian island and associated footway links with bus shelters on the A174, with a minimum land width of 3.5 metres either side of the island. All footway links to be a minimum of 1.8 metres wide. c. Provision of a new junction on the A174.	CD	
28. Access Road Details	PD	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 hereby permitted until details of the following have been submitted to and approved in writing by the Local Planning Authority: a. vehicle cycle, and pedestrian access b. vehicular turning arrangements c. manouvering areas d. loading and unloading arrangements	HMA	Discharged
29. Travel Plan	PO	Prior to the development being brought into use, a Travel Plan shall have been submitted to and approved in writing by the Local Planning Authority. This shall include: a. the location and nature of the site's influence area b. a partnership approach to influence travel behaviour c. measures to encourage the use of alternative modes of transport other than the private car by persons associated with the site d. provision of information on local transport services e. continual appraisal of travel patterns and measures provided through the travel plan f. improved safety for vulnerable road users g. a programme of measures seeking a reduction in all vehicle trips and mileage h. a programme for the implementation of such measures and any proposed physical works i. procedures for monitoring the uptake of such modes of transport and for providing evidence of the effectiveness of the measures The Travel Plan shall be implemented and the development shall thereafter be carried out and operated in accordance with the Travel Plan.	CD	
30. Shuttle Bus Details	PO	Details of the staff and visitor shuttle bus service, including the timing of its implementation, shall be submitted to and approved in writing by the Local Planning Authority before occupation of any of the development hereby permitted and the service shall operate in accordance with the approved details.	CD	

Key

Pre Development / Site Clearance	PD
Pre Substructures	PSUB
Pre Superstructures	PSUP
Pre Relevant Works	PRW
Pre Occupation	PO
Informative Condition	I
* approval prior to task	

Title	Role
C. J. O'Shea	Principal Contractor
Holder Mathias Architects	Architect
CoDa Design	Structural & Civil Engineers
Energy Unique	Services Engineers
Smeeden Foreman	Landscape Architect and Ecology Consultant
NTR Planning	Planning Consultant

Condition No./Title	Key	Condition Wording	Consultant	Status
Planning Reference		20/01808/FL		
Proposal		Erection of 3 holiday accommodation units		
Decision Notice Date		05/01/2021		

Conditions				
Commencement within 3 years of permission		The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.		
1 - Works to be as listed drawings		The development shall be carried out in accordance with the following approved plans, received by the Local Planning Authority on: 27 August 2020: - Proposed Site Plan - Plan ref. 90003 Rev P3 - Proposed Site Sections - Plan ref. 01001 Rev P3 - Proposed Sections - Plan ref. 01002 Rev P3 11 Sept 2020: - Proposed Ground Level Plans - Plan ref. 00001 Rev P5 - Proposed Roof Level Plan - Plan ref. 00002 Rev P5 - Proposed Parking Compound Plan - Plan ref. 00003 Rev P3 - Proposed Elevations - Plan ref. 02002 Rev P3.	HMA	
2 - Holiday Letting Restriction	I	The three holiday accommodation units permitted under this decision shall be occupied as visitor accommodation only and shall not be occupied as a person's sole or main residence.	CIOS	
3 - External Materials	PD	Notwithstanding the submitted details, before the commencement of development above foundation level, a schedule of external materials of construction of buildings, including a specification for the planting to the green roof, and hard surfaced areas shall be submitted to and approved in writing by the Local Planning Authority. Samples shall be provided as may be required by the Local Planning Authority of the materials in the schedule and the use of such samples shall be approved in writing by the Local Planning Authority.	HMA	Discharged
4 - External Lighting	PRW	A detailed scheme of external lighting for the development shall be submitted to and approved in writing by the Local Planning Authority before installation. The lighting scheme shall be in accordance with the Lighting Strategy set out in the Design and Access Statement prepared by Holder Mathias Architects, dated January 2018, submitted in relation to the development approved under application ref. 18/00241/FUL and shall seek to minimise any impact through light spillage on the visual amenities of the area. The lighting scheme for the development shall be carried out in accordance with the approved details and thereafter so maintained unless any alteration is first approved in writing by the Local Planning Authority.	EU	Discharged
5 - General Permitted Development Order Restriction	I	Notwithstanding the provisions of The Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no buildings, structures or works as defined within Part 1 of Schedule 2, Classes A - H inclusive of that Order, shall be erected or undertaken on the site.	CIOS	
6 - Ecology Management	I	The development shall be carried out in accordance with the recommendations set out in the Ecological Appraisal (Revision A), dated August 2020, prepared by Smeeden	SF	

[Link to discharge info](#)

[Link to discharge info](#)

Key
Pre Development / Site Clearance
Pre Substructures
Pre Superstructures
Pre Relevant Works
Pre Occupation
Informative Condition
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PD
PSUB
PSUP
PRW
PO
I

Title	Role
C. J. O'Shea	Principal Contractor
Holder Mathias Architects	Architect
CoDa Design	Structural & Civil Engineers
Energy Unique	Services Engineers
Smeeden Foreman	Landscape Architect and Ecology Consultant
NTR Planning	Planning Consultant

Condition No. / Title	Key	Condition Wording	Consultant	Status
Planning Reference		NYM/2020/0702/FL		
Proposal		Erection of 3 no. single storey lodges to provide 5 no. woodland rooms ancillary to existing Hotel with associated linkage paths at Raithwaite Estate, Sandsend Road, Sandsend		
Decision Notice Date		16/09/2022		
Conditions				
1 - Commencement within 3 years of permission	I	The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.		
2 - Works to be as listed drawings	I	The development hereby permitted shall not be carried out other than in strict accordance with the following documents: Document Description Document No. Date Received Site location plan 90-8001 Rev P2 30/06/2022 Dunsley Beck - 90-8003 Rev P7 30/06/2022 Proposed site plan Woodland Room Type A 00-8002 Rev P3 30/06/2022 Woodland Room Type C 00-8004 Rev P3 30/06/2022 Proposed site sections 90-8010 Rev P5 30/06/2022 or in accordance with any minor variation thereof that may be approved in writing by the Local Planning Authority.	HMA	
3 - Site License	I	Notwithstanding the provisions of Class B, Part 5 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015, or any Order revoking and re-enacting that order, no development required by the conditions of a site license shall be permitted without the granting of planning permission by the Local Planning Authority.	CIOS	
4 - Holiday Letting Restriction	I	Each unit of accommodation hereby approved shall not be used for residential purposes other than holiday letting purposes. For the purpose of this condition 'holiday letting' means letting to the same person, group of persons or family for period(s) not exceeding a total of 28 days in any one calendar year.	CIOS	
5 - Single Planning Unit	I	The lodges hereby permitted shall form and remain part of the wider curtilage of the business currently known as the Raithwaite Estate as a single planning unit.	CIOS	
6 - External Lighting	PRW	No external lighting shall be installed in the development hereby permitted until details of lighting have been submitted to and approved in writing by the Local Planning Authority (lighting will only be considered acceptable if it is of a style and lumiance which minimises glare and light pollution with all bulbs shielded to prevent upward and minimise horizontal light spill). The lighting shall be installed in accordance with the details so approved and shall be maintained in that condition in perpetuity.	CIOS	Not started
7 - External Cladding	I	The external elevations of the lodges hereby approved shall, within three months of first being brought into use, be clad in vertical timber boarding and shall thereafter be so maintained unless otherwise agreed in writing by the Local Planning Authority.	CIOS	
8 - Green Roofs	I	The roof of the lodges hereby permitted shall be covered in a sedum woodland flora mix mix which shall thereafter be so maintained and replaced if any of the plants die.	HMA	
9 - Flue Colouring	I	All flues associated with the proposed development shall be coloured matt black and maintained in that condition in perpetuity unless otherwise agreed in writing with the Local Planning Authority.	HMA	
10 - Construction Environmental Management Plan	PD	Prior to the commencement of development, a Construction Environmental Management Plan shall be submitted to and approved in writing by the Local Planning Authority and the works shall thereafter be undertaken in accordance with the approved plan.	CIOS	Discharged
11 - Habitat and Species Management Plan	PD	Prior to the commencement of development, a Habitat and Species Management Plan shall be submitted to and approved in writing by the Local Planning Authority and the works shall thereafter be undertaken in accordance with the approved plan.	SF	Discharged
12 - Woodland and Ecology Management and Monitoring Plan	I	The development shall be undertaken in accordance with the Woodland and Ecology Management and Monitoring Plan dated April 2021.	CIOS	
13 - Reinstatement of Woods	I	If the use of the lodges hereby permitted permanently ceases, they shall be removed from the land and the land shall as far as practicable be restored to its condition before development took place.	CIOS	
14 - General Permitted Development Order Restriction	I	Notwithstanding the provisions of Part 9 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order), no development which otherwise would be permitted under Part 9 to the said Schedule shall be carried out without a further grant of planning permission being obtained from the Local Planning Authority.	CIOS	

[Link to discharge info](#)

[Link to discharge info](#)

Key	
Pre Development / Site Clearance	PD
Pre Substructures	PSUB
Pre Superstructures	PSUP
Pre Relevant Works	PRW
Pre Occupation	PO
Informative Condition	I
* approval prior to task	

Title	Role
C. J. O'Shea	Principal Contractor
Holder Mathias Architects	Architect
CoDa Design	Structural & Civil Engineers
Energy Unique	Services Engineers
Smeeden Foreman	Landscape Architect and Ecology Consultant
NTR Planning	Planning Consultant

Condition No./Title	Key	Condition Wording	Consultant	Status																					
Planning Reference		NYM/2023/0876																							
Proposal		Alterations to the hotel facade comprising additional dormer windows, changes to the recessed roof terraces and additional roof plant, installation of glazed rooflight to conservatory and alterations to the spa facade at Raithwaite Estate.																							
Decision Notice Date		14/03/2024																							
Conditions																									
1 - Commencement within 3 years of permission		The development hereby permitted shall begin not later than three years from the date of this decision	CIOS																						
2 - Works to be as listed drawings	I	<p>The development hereby permitted shall be carried out in accordance with the following approved plans:</p> <table> <tr> <td>Document Description</td> <td>Document No.</td> <td>Date Received</td> </tr> <tr> <td>Proposed Block Plan</td> <td>S1 P01 Sheet 00500</td> <td>27/02/2024</td> </tr> <tr> <td>Proposed elevation (1of 2)</td> <td>S1 P02 Sheet 00210</td> <td>27/02/2024</td> </tr> <tr> <td>Proposed elevation (2of 2)</td> <td>S1 P02 Sheet 00211</td> <td>27/02/2024</td> </tr> <tr> <td>Proposed Spa Café</td> <td>S1 P02 Sheet 00305</td> <td>27/02/2024</td> </tr> <tr> <td>Proposed Bar Glazed Roof</td> <td>S1 P02 Sheet 00303</td> <td>27/02/2024</td> </tr> <tr> <td>Design Development And Proposal Document</td> <td>---</td> <td>27/02/2024</td> </tr> </table>	Document Description	Document No.	Date Received	Proposed Block Plan	S1 P01 Sheet 00500	27/02/2024	Proposed elevation (1of 2)	S1 P02 Sheet 00210	27/02/2024	Proposed elevation (2of 2)	S1 P02 Sheet 00211	27/02/2024	Proposed Spa Café	S1 P02 Sheet 00305	27/02/2024	Proposed Bar Glazed Roof	S1 P02 Sheet 00303	27/02/2024	Design Development And Proposal Document	---	27/02/2024	HMA	
Document Description	Document No.	Date Received																							
Proposed Block Plan	S1 P01 Sheet 00500	27/02/2024																							
Proposed elevation (1of 2)	S1 P02 Sheet 00210	27/02/2024																							
Proposed elevation (2of 2)	S1 P02 Sheet 00211	27/02/2024																							
Proposed Spa Café	S1 P02 Sheet 00305	27/02/2024																							
Proposed Bar Glazed Roof	S1 P02 Sheet 00303	27/02/2024																							
Design Development And Proposal Document	---	27/02/2024																							
3 - External Lighting	PRW	No external lighting shall be installed in the development hereby permitted until details of lighting have been submitted to and approved in writing by the Local Planning Authority. The lighting shall be Dark Skies compliant, and no other lighting shall be installed on the site. The lighting shall be installed in accordance with the details so approved and shall be maintained in that condition in perpetuity.	HMA	Discharged																					
Informative	I	Please note that the footpath situated adjacent to the development site hereby approved must be kept free from obstruction and open for use at all times before, during and after any works.	CIOS																						

[Link to discharge info](#)

Key	
Pre Development / Site Clearance	PD
Pre Substructures	PSUB
Pre Superstructures	PSUP
Pre Relevant Works	PRW
Pre Occupation	PO
Informative Condition	I
* approval prior to task	

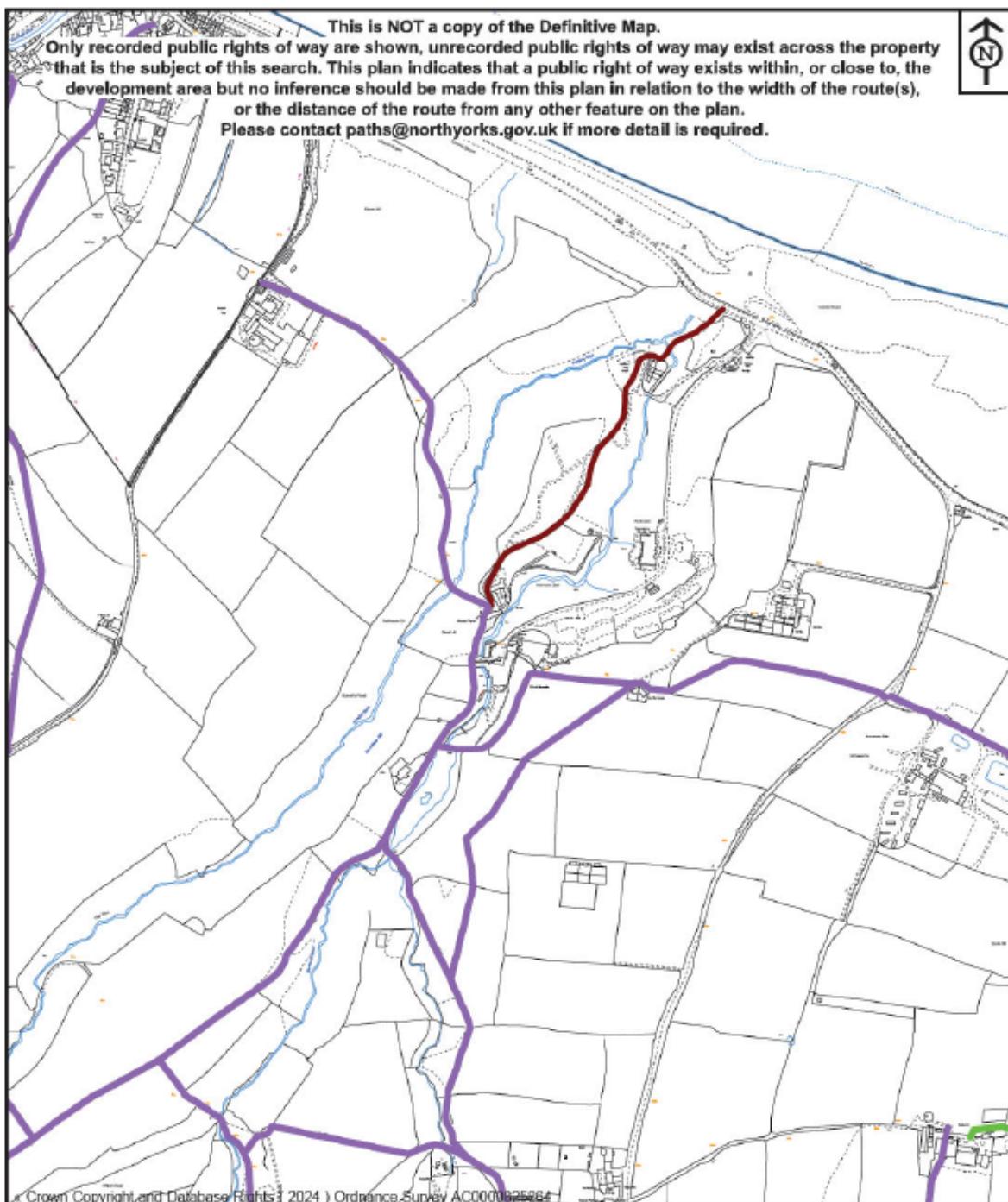
Title	Role
C. J. O'Shea	Principal Contractor
Holder Mathias Architects	Architect
CoDa Design	Structural & Civil Engineers
Energy Unique	Services Engineers
Smeeden Foreman	Landscape Architect and Ecology Consultant
NTR Planning	Planning Consultant

Condition No./Title	Key	Condition Wording	Consultant	Status
Planning Reference		Zf23/02116/FL		
Proposal		Alterations to the entrance approach with re-provision of parking spaces. Installation of new dormer windows and amendments to existing roof terraces to the existing hotel building		
Decision Notice Date		25/03/2024		

Conditions				
Commencement within 3 years of permission		The development hereby permitted shall begin not later than three years from the date of this decision	CIOS	
1 - Works to be as listed drawings	I	<p>The development hereby permitted shall be carried out in strict accordance with the following plans and associated documents (including external materials), as amended, received by the Council on 27th December 2023, unless specified:</p> <ul style="list-style-type: none"> - Proposed Block Plan (RTWT-HMA-07-XX-DR-A-00500) Received by the Council on 12th February 2024 - Site Location Plan (RTWT-HMA-07-ZZ-DR-A-01) - Proposed Bar Glazed Roof (Dwg. Ref. RTWT-HMA-05-00-DR-A-00208) - Proposed Spa Café Bay Study (Dwg. Ref. RTWT-HMA-07-UG-DR-A-00303-P02) Received by the Council on 27th February 2024 - Proposed Elevation 1 (Dwg. Ref. RTWT-HMA-07-ZZ-DR-A-00210-P02) Received by the Council on 27th February 2024 - Proposed Elevation 2 (Dwg. Ref. RTWT-HMA-07-ZZ-DR-A-00211-P02) Received by the Council on 27th February 2024 - Proposed Cottage Elevation (Dwg. RTWT-HMA-07-ZZ-DR-A-00306) - Proposed Upper Ground Level Plan (Dwg. RTWT-HMA-07-UG-DR-A-00203 P01) Received by the Council on 23rd January 2024 - Proposed Level 01 Plan (Dwg. Ref. RTWT-HMA-07-01-DR-A-00204) - Proposed Level 02 Plan (Dwg. Ref. RTWT-HMA-07-02-DR-A-00205) - Proposed Level 03 Plan (Dwg. Ref. RTWT-HMA-07-03-DR-A-00206) - Proposed Roof Plan (Dwg. Ref. RTWT-HMA-07-RF-DR-A-00207) - Proposed Section A-A (Dwg. Ref. RTWT-HMA-07-ZZ-DR-A-00212) - Proposed Dormer Window (Dwg. Ref. RTWT-HMA-07-03-DR-A-00301) - Proposed Recessed Balcony (Dwg. Ref. RTWT-HMA-07-03-DR-A-00302) - Design & Access Statement - Amended (Ref. P2) Received by the Council on 27th February 2024 	HMA	
2 - External Lighting	PRW	No external lighting shall be installed in the development hereby permitted until details of lighting (including replacement lighting columns in the parking area) have been submitted to and approved in writing by the Local Planning Authority. The lighting shall be Dark Skies compliant, and no other lighting shall be installed on the site. The lighting shall be installed prior to the proposed parking areas being brought into use, in accordance with the details so approved and shall be retained for the lifetime of the development.	HMA	Discharged
3 - Replacement Parking	PO	Prior to the first use of the development hereby approved, the vehicle parking indicated on the submitted drawing [Block Plan Ref. RTWT-HMA-07-XX-DR-A-00500] shall be provided, laid out, hard surfaced, drained, marked out and made available for use. Once created these areas shall be maintained clear of any obstruction and retained for their intended purpose at all times.	CIOS	Under construction

[Link to discharge info](#)

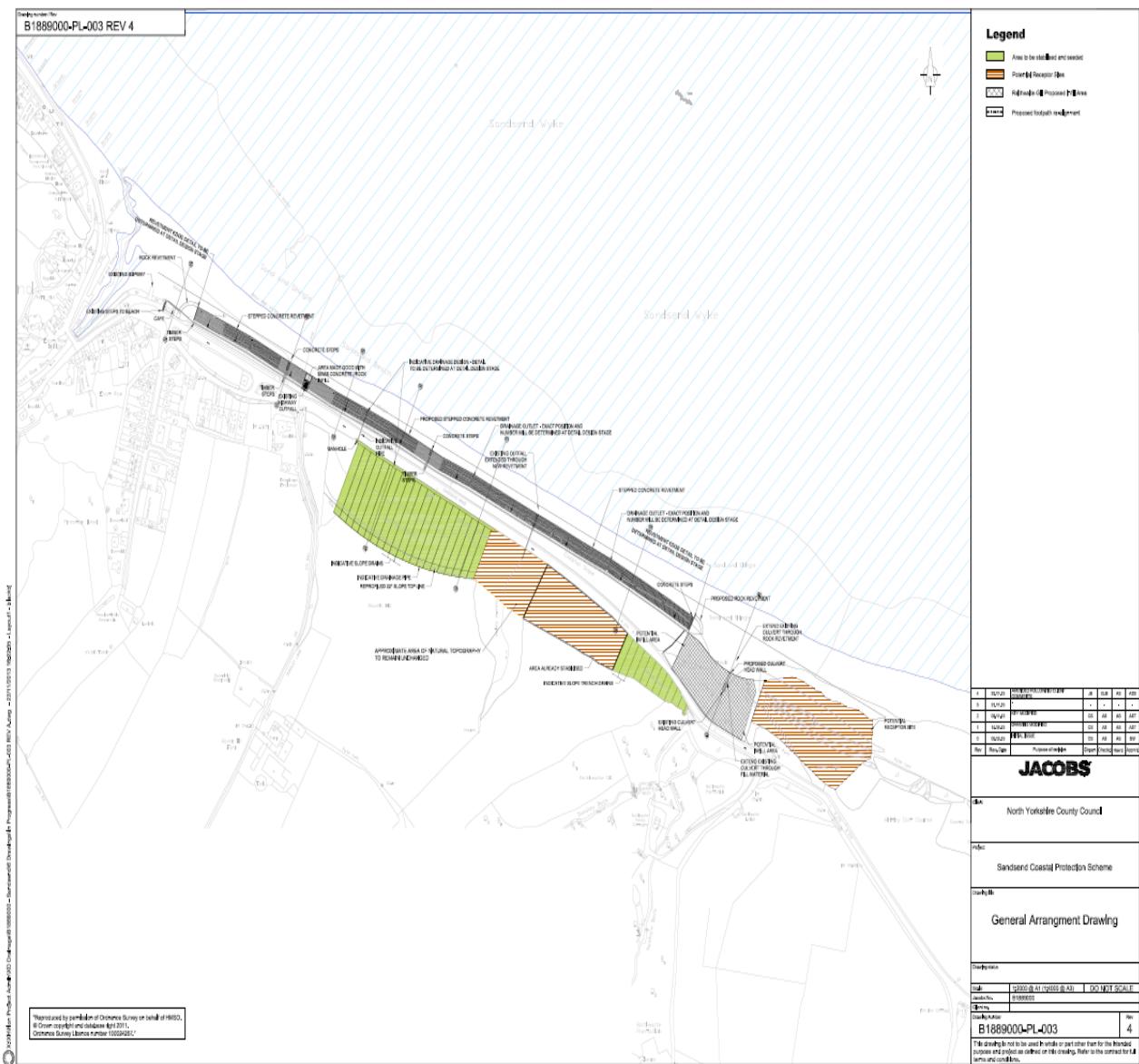
Appendix 3 – Right of way plan



2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map?	Yes	Key: Public footpath (Q2.2) Public bridleway (Q2.2) Pending application (Q2.3)
2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, a definitive map or revised definitive map?	Yes	
2.4 Are there any legal orders to stop up, divert, alter or create a public right which abuts, or crosses the property not yet implemented or shown on a definitive map?	No	
This plan shows the APPROXIMATE location of public rights of way crossing or abutting the property that is the subject of this search		Search Ref: 242500125 - OB <small>Map drawn 17 May 2024 by RL</small>
 PLAN 3		

Appendix 4 – Section 5(1) Coastal Erosion Plan

COPYRIGHT



Appendix 5 -Sandsend Surgery and surrounding properties plan



APPENDIX 3

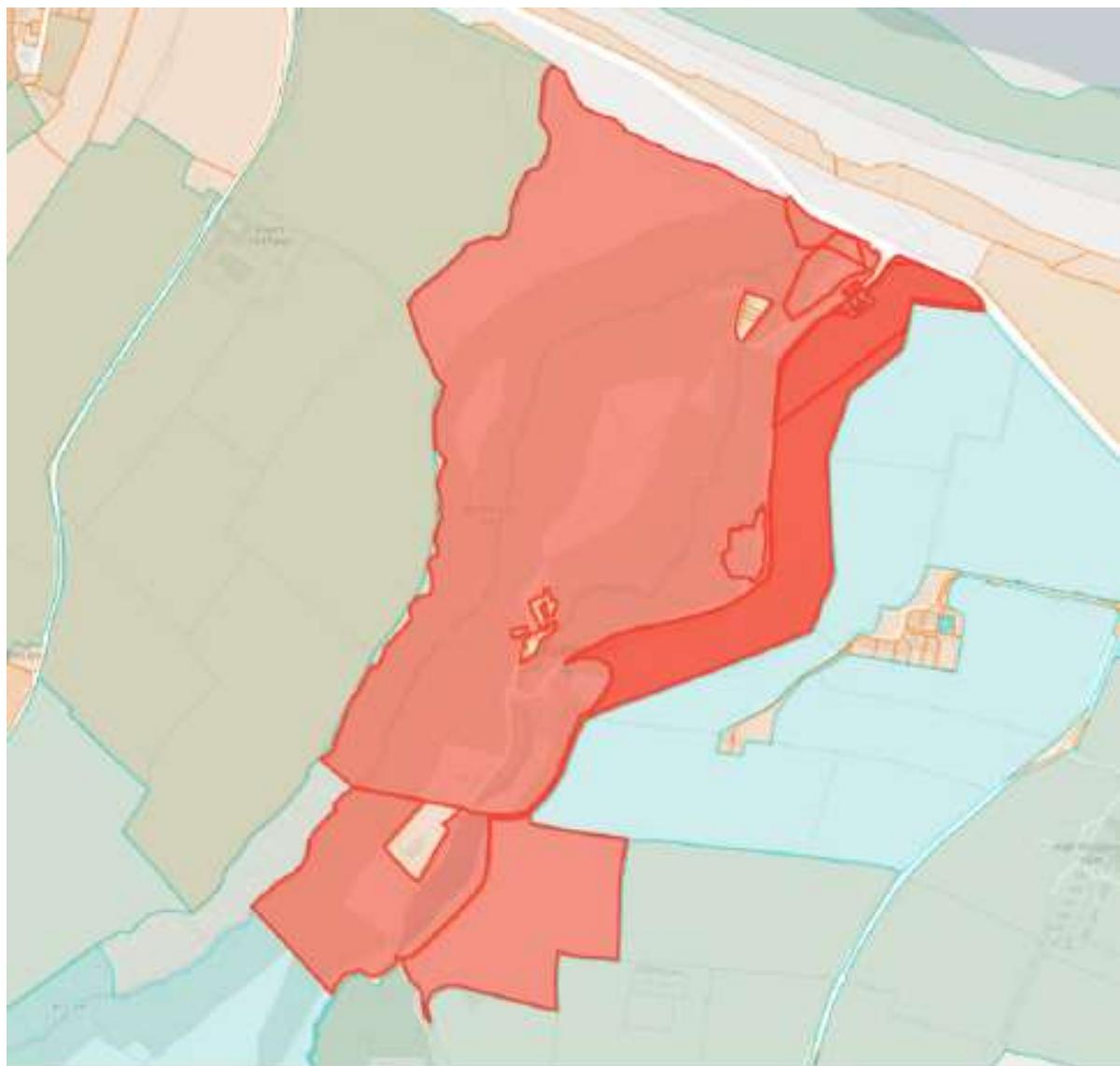
Report on the Indemnity Insurance Policies

Indemnity Policy 1 – Access Indemnity

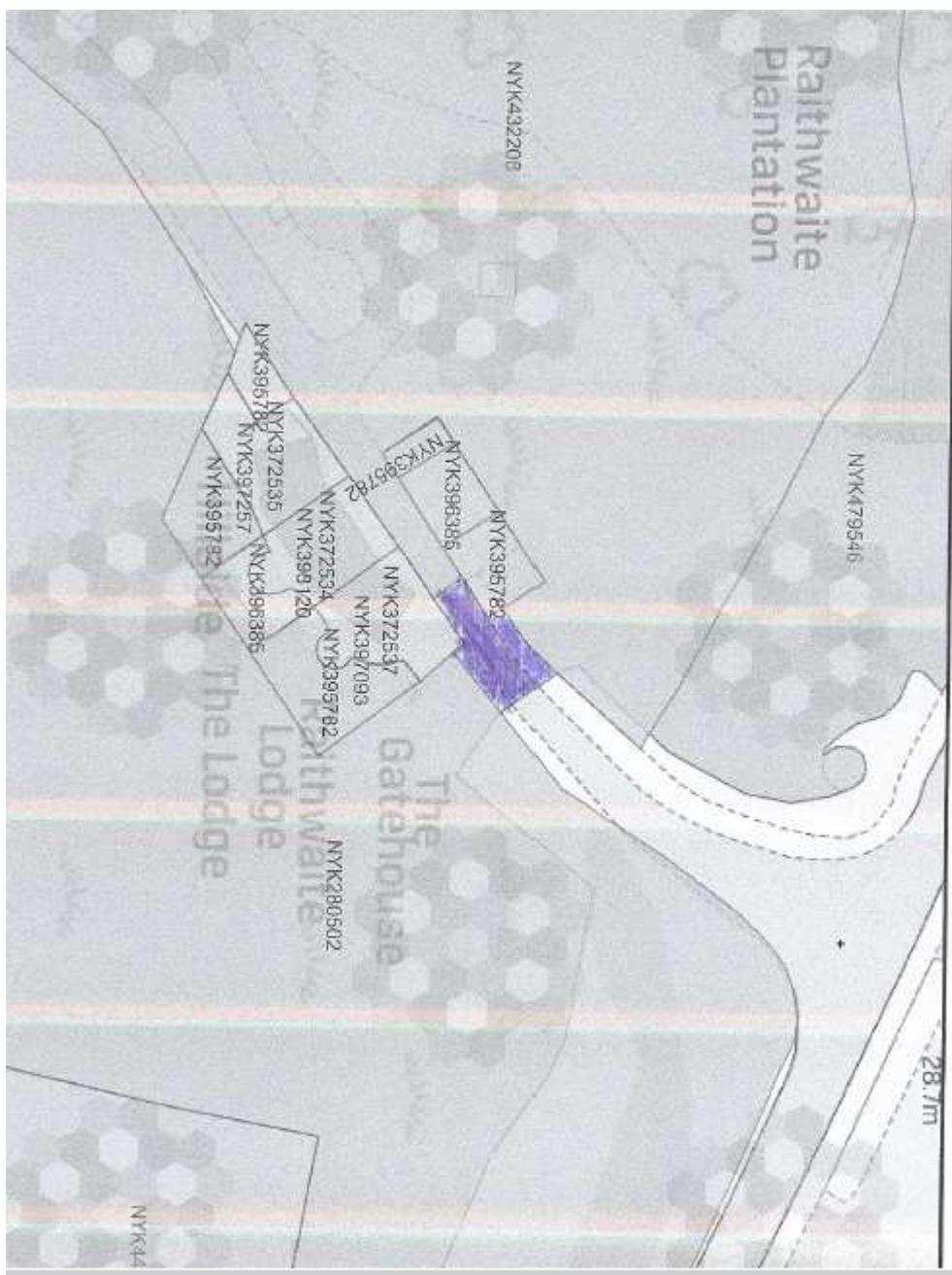
Name of Insurer:	Stewart Title Limited
Insured Party/Parties	The current and future owner of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge over the Property
Insurance Type:	Access Insurance
Policy Number:	248188
Commencement date:	01/02/2021 as endorsed by endorsement number 248188-1 dated 03/04/2023
Expiry Date:	In perpetuity from the commencement date
Insured Property:	Raithwaite Estate, Whitby, YO21 3ST as shown edged red on the Plan 1 annexed and as registered at the Land Registry under title numbers NYK395782, NYK372535, NYK372534, NYK396385, NYK482474, NYK484129, NYK484398, NYK372537, NYK213824, NYK227910, NYK280502, NYK432204, NYK213759, NYK432208 and NYK479546
Limit of Indemnity/Sum Insured:	£12,650,000
Risks Covered:	The Insured intends to continue to gain access with and without vehicles over the existing accessway or part thereof shown coloured purple on Plan 2 annexed hereto ('Access') but has no, or insufficient legal rights to do so
Reinstatement Value:	N/A.
Insured Use:	The continued use of the Property as a hotel and holiday cottages together with ancillary uses and the proposed development and use of the Property as 190 holiday homes, a new restaurant, café and shop pursuant to planning permission numbers 18/00241/FL and 20/01808/FL
Premium:	£985.60 (with an additional premium of £4,000 in respect of the endorsement)
Details of material exclusions or excesses:	No excesses. The policy excludes any claim arising from or relating to: i. Obstruction of the access by the insured, or anyone acting on behalf of the insured; ii. failure to maintain and/or repair the access or contribute towards the cost of repairing and/or maintaining the access;

	<p>iii. third parties temporarily parking on the access so as to cause a temporary obstruction to the rights being exercised; and</p> <p>iv. claims made by or on behalf of the Local or Highway Authority.</p>
Can successors in title/mortgagees benefit:	<p>Yes.</p> <p>The policy contains a non-invalidation clause.</p>
Borrower's solicitor confirmation that the policy is suitable for purpose and on terms considered standard in the market	<p>Confirmed.</p> <p>We also confirm as far as GHL is aware that on inception and endorsement of the policy:</p> <p>(i) the information provided to the insurer and responses to their enquiries were accurate, complete and not misleading; and</p> <p>(ii) the insurers knew about all facts which were material to its decision to provide the policy in a clear and accessible manner and there were no misrepresentations of any facts or circumstances disclosed.</p>

Indemnity Policy 1 – Plan 1



Indemnity Policy 1 – Plan 2



Indemnity Policy 2 – Chancel Repair

Name of Insurer:	Stewart Title Limited
Insured Party/Parties	The current and future owner of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge over the Property
Insurance Type:	Chancel Repair Insurance
Policy Number:	248187 as endorsed by endorsement number 248187-2 which is dated 03/04/2023
Commencement date:	01/02/2021
Expiry Date:	In perpetuity from the commencement date
Insured Property:	Raithwaite Estate, Whitby, YO21 3ST as shown edged red on the plan annexed (being a plan of the Property)
Limit of Indemnity/Sum Insured:	£12,650,000
Risks Covered:	The Property may be subject to a potential liability to contribute towards the cost of repair to a church chancel
Reinstatement Value:	N/A.
Insured Use:	The proposed development and use of the Property as seven holiday homes pursuant to planning permission numbers 18/00241/FL and 20/01808/FL granted
Premium:	£49.28 (additional £11.20 for the endorsement)
Details of material exclusions or excesses:	<p>No excesses.</p> <p>The policy excludes any claim arising from or relating to:</p> <ul style="list-style-type: none"> (i) loss or damage to the chancel arising directly or indirectly from any act of war or terrorism or where any loss or damage is recoverable under a material damage buildings insurance policy held by the relevant Parochial Church Council or the Representative Body of the Church of Wales; and (ii) any claim arising where the Property is known on the Policy Date to be subject to a definite liability to contribute towards the cost of repair to a church chancel.
Can successors in title/mortgagees benefit:	<p>Yes.</p> <p>The policy contains a non-invalidation clause.</p>
Borrower's solicitor confirmation that the policy is suitable for purpose and on terms considered standard in the market	<p>Confirmed.</p> <p>We also confirm as far as GHL is aware that on inception and endorsement of the policy:</p>

	<p>(i) the information provided to the insurer and responses to their enquiries were accurate, complete and not misleading; and</p> <p>(ii) the insurers knew about all facts which were material to its decision to provide the policy in a clear and accessible manner and there were no misrepresentations of any facts or circumstances disclosed.</p>
--	--

Indemnity Policy 3 – Possessory Title

Name of Insurer:	STEWART TITLE LIMITED
Insured Party/Parties	The current and future owner(s) of the Property, their lessees and any bank, building society or other similar lending institution holding a mortgage or charge on the Property
Insurance Type:	Defective Title Indemnity
Policy Number:	256964 as endorsed by endorsement 256964-1 dated 03/04/2023
Commencement date:	26/03/2021
Expiry Date:	In perpetuity from the commencement date
Insured Property:	Land at Raithwaite Estate, Whitby, YO21 3ST as registered at the Land Registry under title numbers NYK479546 and NYK484398
Limit of Indemnity/Sum Insured:	£2,929,745.00
Risks Covered:	Title to part of the Property has been registered at the Land Registry with possessory title only under title numbers NYK479546 and NYK484398
Reinstatement Value:	N/A.
Insured Use:	The proposed development and use of the Property as 14 private residential dwellings pursuant to planning permission numbers 18/00241/FL granted prior to the policy date
Premium:	£1,312.53 (additional £40 for the endorsement)
Details of material exclusions or excesses:	No excesses. The policy excludes any claim made by or on behalf of the Local or Highway Authority.
Can successors in title/mortgagees benefit:	Yes.

	<p>The policy contains a non-invalidation clause.</p>
Borrower's solicitor confirmation that the policy is suitable for purpose and on terms considered standard in the market	<p>Confirmed.</p> <p>We also confirm as far as GHL is aware that on inception and endorsement of the policy:</p> <ul style="list-style-type: none"> (i) the information provided to the insurer and responses to their enquiries were accurate, complete and not misleading; and (ii) the insurers knew about all facts which were material to its decision to provide the policy in a clear and accessible manner and there were no misrepresentations of any facts or circumstances disclosed.

Indemnity Policy 4 – Defective Title Insurance

Name of Insurer:	LIBERTY LEGAL INDEMNITIES
Insured Party/Parties	RAITHWAITE TRADING COMPANY LIMITED AND RAITHWAITE (PHASE 1B) LIMITED their successors in title and future owner(s) of the PROPERTY or part thereof, lessees, and any bank building society or other similar lending institution (including chargees, security trustees and financial institutions on whose behalf they are acting) holding a mortgage or charge on the Property as well as statutory undertakers, utility providers and Highways Authority
Insurance Type:	Defective Title Indemnity
Policy Number:	BCD2372675
Commencement date:	03/04/2023
Expiry Date:	In perpetuity from the commencement date
Insured Property:	Land at Sandsend Road, Sandsend, Whitby registered under freehold title numbers NYK213824, NYK227910, NYK479546 and NYK484398
Limit of Indemnity/Sum Insured:	£12,650,000
Risks Covered:	<p>1. The mines and minerals (together with ancillary powers of working) are excepted from the title to part of the Property registered at the Land Registry under title number NYK213824 and the insured use may give rise to a claim for trespass of the minerals and/or for interference with mineral rights.</p> <p>2. The unknown restrictive covenants:</p> <ul style="list-style-type: none"> a) Imposed upon the part of the property registered at the Land Registry under title number NYK227910 before 30 January 1973 b) Imposed upon the part of the property registered at the Land Registry under title number NYK479546 before 15 October 2020 c) Imposed upon the part of the property registered at the Land Registry under title number NYK484398 before 15 October 2020
Reinstatement Value:	N/A.
Insured Use:	The continued use of the Property as a hotel and holiday cottages together with ancillary uses and for the future development and use of the Property for residential purposes (including but not limited to apartments, holiday cottages and lodges) in accordance with a planning permission
Premium:	£4,256

Details of material exclusions or excesses:	No excesses. No material exclusions.
Can successors in title/mortgagees benefit:	Yes and confirmed. The policy contains a non-invalidation clause.
Borrower's solicitor confirmation that the policy is suitable for purpose and on terms considered standard in the market	Confirmed. We also confirm as far as GHL is aware that on inception of the policy: (i) the information provided to the insurer and responses to their enquiries were accurate, complete and not misleading; and (ii) the insurers knew about all facts which were material to its decision to provide the policy in a clear and accessible manner and there were no misrepresentations of any facts or circumstances disclosed.

APPENDIX 4
OCTOBER 2023 FRUIT HOUSE COTTAGE LETTER

GHL (Whitby) Limited
3rd Floor, Sterling House,
Langston Road, Loughton
Essex
IG10 3TS
admin@oshea.co.uk
4th October 2023

Mr Christopher Ashman
37 Princes Drive
Pontefract
WF8 4SP

Dear Christopher,

RE: Hoarding and Construction on Fruit House Land (NYK372540)

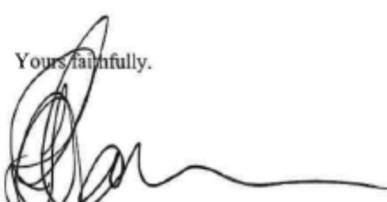
We write to inform you that the hoarding around your land (noted above) sits outside of its respective title boundary (NYK372540) and on land owned by GHL (Whitby) Limited (NYK432208), as shown in the photos and plan enclosed. We request therefore that this is removed with immediate effect.

Furthermore, we understand from an exchange you had with my colleague, Alan Coleman, last week that piling is planned to commence in the next few months. As you may be aware, the rights that were granted to your land in the Transfer dated 18-09-2009 are limited to the '*access to and egress from (and the repairing, alteration, cleansing and enjoyment of) the Property*'. They do not include access rights for construction vehicles, or any rights to park or load adjacent to your site, which would require separate agreements.

In addition, the only planning consent we are aware of for your site is that which was granted in 2012. The consent had a condition (condition 8) which was to be discharged prior to commencement of development, however there is no record of this having been discharged within the 3-year window for implementation, and it is our understanding that this consent has therefore expired. Furthermore, the enclosed overlay of the previously consented plans against your title boundary shows that the consent would not have been developable within your ownership in any case.

The issues described above all need to be resolved before any construction comes forward on your site, however we would be willing to discuss any proposals you may have. I would suggest you liaise with my colleague, Mark O'Connor, whose details are the bottom of this letter, in this respect.

Yours faithfully,


Rory O'Connor

Director

GHL (Whitby) Limited

Enclosed:

- 1 – Photos showing the hoarding that has been installed around the Fruit House land
- 2 – Plan showing the title boundary for NYK372540 in relation to its surroundings
- 3 – Overlay of the historic planning consent for the Fruit House land against the title boundary

Copied:

Mark O'Connor, C. J. O'Shea and Company Limited – E: mark@oshea.co.uk T: 07970 246 837

Appendix 1 – Photos of the hoarding around Fruit House land



Above - view from south



Above - view from east

Appendix 2 – Plan showing the title boundary for NYK372540 in relation to surroundings



Appendix 3 – Overlay of the historic Fruit House consent against the title boundary



From: Tom Linscott
To: chris.ashman
Cc: mark.Barry.O'Connor
Subject: RE: Fruithouse cottage build
Attachments: [Image001.png](#)
[Image008.png](#)
[Image019.png](#)
[20240704 Registered Post Letter of Boundary Dispute.pdf](#)

Dear Chris

Further to my email below, please find attached a follow-up letter which has also been sent to you by registered post today.

We look forward to your response.

Kind regards,

Tom

Tom Linscott
Head of Development

O'Shea Group
Granard Business Centre,
London NW7 2DZ

T: 07466 279 251
E: tom.linscott@oshea.co.uk
W: www.oshea.co.uk



Please consider the environment before printing this e-mail.



C.J.O'Shea and Company Limited is a company registered in England and Wales.
Registered number: 0939436. Registered office: Granard Business Centre, Bunns Lane, Mill Hill,
London, NW7 2DZ.

From: Tom Linscott
Sent: Wednesday, March 20, 2024 11:04 AM
To: chris ashman <ashmanchris@hotmail.com>
Cc: Mark O'Connor <Mark@oshea.co.uk>
Subject: RE: Fruithouse cottage build

Hi Chris

As discussed earlier this year, your consented building sits outside of your ownership and crosses onto our land – attached is an overlay of your consented building over the Land Registry title boundary which illustrates this

point.

In addition, and as previously set out in our letter dated 4th October 2023 (attached), the rights that were granted to your land in the Transfer dated 18-09-2009 are limited to the 'access to and egress from (and the repairing, alteration, cleansing and enjoyment of) the Property'. They do not include access rights for construction vehicles, or any rights to park or load adjacent to your site, which would require separate agreements.

Given the above, we do not consider your consented building to be developable without changes in the title boundary and the access rights. We note your willingness to sell the land however, and we would be prepared to make you an unconditional offer at £50,000 to acquire the land.

We also note that your hoarding is still partially on our land, despite our letter in October last year. As you will see from the photos attached, the hoarding is in a dangerous state with some of it having blown over, and we have received complaints about its appearance from the other owners.

We therefore ask again that this is moved onto your land forthwith. If it is still on our land at the end of next week (w/c 25/03/24) we will arrange for it to be moved ourselves and seek to recover the cost of moving this for you.

Please let me know your response on the hoarding, and whether the offer to acquire your land would be of interest.

Kind regards,

Tom

Tom Linscott
Senior Development Manager

O'Shea Group
Granard Business Centre,
London NW7 2DZ

T: 07466 279 251
E: tom.linscott@oshea.co.uk
W: www.oshea.co.uk



Please consider the environment before printing this e-mail.



C.J.O'Shea and Company Limited is a company registered in England and Wales.
Registered number: 0939436. Registered office: Granard Business Centre, Bunns Lane, Mill Hill, London, NW7 2DZ.

From: chris ashman <ashmanchris@hotmail.com>

Sent: Monday, March 18, 2024 2:24 PM
To: Tom Linscott <Tom.Linscott@oshea.co.uk>
Subject: Fruithouse cottage build

Hi Tom, we obtained Full Planning Permission last week for the new cottage. I am ready to have the structural build plans set out and a construction plan. We are in a position financially ready, and this is to be a self-build, so ready once structural and building control sign off. But, if an offer was made by yourselves to purchase and compensate us for not doing so, we would look at it, I fully understand your position on your development and so for you would consider this.

I look forward to your feedback.

Chris Ashman

07368 177479 (this is my new personal mobile number)

Sent from [Outlook for iOS](#)

GHL (Whitby) Limited
3rd Floor, Sterling House,
Langston Road, Loughton
Essex
IG10 3TS
admin@oshea.co.uk

3rd July 2024

Mr Christopher Ashman
37 Princes Drive
Pontefract
WF8 4SP

Dear Christopher,

RE: Boundary Dispute on Fruit House Land (NYK372540)

Further to our letter dated 4th October 2023 and our subsequent email dated 20th March 2024 (enclosed), we have yet to receive a response and have noticed that Ashtons estate agency have now listed the Fruit House land for sale on Rightmove (link below and particulars attached).

https://www.rightmove.co.uk/properties/147855101#/?channel=RES_NEW

As we made clear in our email dated 20th March 2024, we do not believe the planning permission granted for development on the Fruit House Land to be developable since the footprint of the consent building straddles the title boundary.

The description on the sale particulars is therefore misleading since it refers to a 3-bedroom cottage being consented but fails to mention that this building partially sits on third party land. It also fails to mention the lack of construction access rights to facilitate the construction of this building.

To protect our interest, we will be informing Ashtons of these issues, and you will need to notify any prospective purchasers of these on the TA6 form that requires any boundary issues to be revealed.

Our unconditional offer of £50,000 that we made in our email dated 20th March 2024 still stands, but either way would welcome your confirmation as to what is being done to address the issues above.

Yours sincerely,



Rory O'Connor
Director
GHL (Whitby) Limited

GHL (Whitby) Limited, Registered Office: 3rd Floor, Sterling House, Langston Road, Loughton, Essex, IG10 3TS;
Registered in England Company Number: 14670471;

Enclosed:

- 1 – Email and attachments dated 20th March 2024
- 2 – Ashtons' marketing particulars received 3rd July 2024

Copied:

Mark O'Connor, C. J. O'Shea and Company Limited – E: mark@oshea.co.uk T: 07970 246 837
Tom Linscott, C. J. O'Shea and Company Limited – E: tom.linscott@oshea.co.uk T: 07466 279 251