
**UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 (AS
AMENDED) RELATING TO LAND ON THE
NORTH-EAST OF J10 M42**

David Hodgetts (1)

and

**David William Hodgetts, Edward James Hodgetts and Georgina Jane
Hodgetts**

(2)

to

Warwickshire County Council

(3)

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATIONS	3
2	CONSTRUCTION OF THIS DEED	7
3	LEGAL BASIS.....	8
4	CONDITIONAL AGREEMENT	8
5	THE OWNER'S SUBSTANTIVE COVENANTS.....	8
6	NOT USED	9
7	STATUTORY AUTHORITIES AND CONDITIONALITY.....	9
8	GENERAL PROVISIONS	9
9	DISPUTE RESOLUTION.....	10
10	NOTICES	10
11	CHANGE OF OWNERSHIP	10
12	DELIVERY	11
13	VAT	11
14	INTEREST	11
15	INDEXATION.....	11
16	RELEASE AND WAIVER	11
17	FUTURE PERMISSIONS	12
18	JURISDICTION.....	12
	SCHEDULE 1	13
	SCHEDULE 2	15
	APPENDIX 1.....	18

THIS DEED is made on the

day of

20

BY:-

- (1) **David Hodgetts** of Hall End Farm, Dordon, Tamworth, Warwickshire B78 1SZ ("**the First Owner**"); and
- (2) **David William Hodgetts, Edward James Hodgetts and Georgina Jane Hodgetts** of Hall End Farm, Dordon, Tamworth, Staffordshire B78 1SZ ("**the Second Owner**")

TO:

- (3) **Warwickshire County Council** of Shire Hall, Market Place, Warwick, CV34 4RL ("**the County Council**");

WHEREAS:-

- (A) The County Council is a local planning authority, the local highway authority and traffic authority for the area in which the Site and the Mitigation Land are situated.
- (B) The First Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number WK292568 and the Mitigation Land registered at the Land Registry under Title Numbers WK292568 and WK284476.
- (C) The Second Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number WK339411.
- (D) The Council did not determine the Application within the timetable required by statute and accordingly the Appeal has been submitted for determination by an Inspector on behalf of the Secretary of State.
- (E) The Owner considers that it is necessary in planning terms to enter into this Deed to mitigate the impact of the Development and make it acceptable in the event that the Planning Permission is granted.
- (F) The Owner considers that the provisions in this Deed are relevant planning considerations, are directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other aspects.
- (G) The Parties are authorised to enter into this Deed on the terms and conditions set out below.

IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATIONS

1.1 For the purposes of this Deed the following expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Appeal"	means the appeal to the Secretary of State following non-determination of the Application by the Council given appeal reference APP/R3705/W/24/3336295;

"Application"	means the application for planning permission submitted to the Council in respect of land north-east of Junction 10 of the M42 motorway and bearing the reference number PAP/2021/0663;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010, as amended from time to time;
"Commencement Notice"	means a written notice given by or on behalf of the Owner to the County Council stating the date of Commencement (which date if disputed by the County Council shall be determined by a Legal Expert under Clause 9 of this Deed);
"Commencement"	means the date on which any material operation (as defined in Section 56 (4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, archaeological investigations, demolition work, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and re-routing of services, laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" shall be construed accordingly
"Committed"	means (a) allocated by the County Council for expenditure within a budget relevant to the purpose for which the contribution was paid and such budget has been authorised by the relevant committee, or County Council member or County Council officer or (b) subject to a payment obligation under a relevant contract where such contract provides for payment contingent on the provision of works and/or services and/or supplies
"Council"	means North Warwickshire Borough Council acting in their capacity as local planning authority
"Decision Letter"	means the decision letter issued by the Inspector confirming whether or not the Appeal is allowed
"Development"	means the development of the Site pursuant to the Planning Permission

"Dispute Resolution"	means the procedure for resolving disputes under Clause 9 of this Deed
"Expert"	means a person with no less than 10 years recent and relevant experience
"Financial Contributions"	means the monies payable by the Owner to the County Council pursuant to Schedule 2 of this Deed
"Index"	in respect of all Financial Contributions payable to the County Council pursuant to Schedule 2 of this Deed, the 'General Index of Retail Prices' compiled and published by the Office of National Statistics or any other such index that substitutes the 'General Index of Retail Prices';
"Index-Linked"	means the sum is to be adjusted by reference to the amount of any increase in the Index over the period from the date of this Deed to the month immediately prior to payment
"Inspector"	means the inspector appointed by the Secretary of State to determine the Appeal;
"Interest"	means interest at 4% above the base lending rate of the National Westminster Bank Plc from time to time;
"Improvements Scheme"	means improvements to the public rights of way and proposed permissive paths identified in the scheme submitted pursuant to paragraph 1.1 of Part 1 of Schedule 1 of this Deed.
"Legal Expert"	means a qualified barrister or solicitor with not less than 10 years recent and relevant experience
"Management Entity"	means a limited company registered at Companies House which may already be in existence or which may be formed by the Owner for the purpose of carrying out future maintenance and management of the Mitigation Land and which is incorporated in England or Wales and which has its registered office in England and whose primary objects permit it to maintain manage and renew the Mitigation Land;
"Monitoring Fee"	means the sum of £1,250 (One Thousand Two Hundred and Fifty Pounds) payable to the County Council in relation to the monitoring of compliance with the terms of this Deed;

“Mitigation Land”	means the land edged blue on Plan 1;
"Occupation"	means the occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of security, construction, fitting out, decoration, marketing or display and "Occupy" and "Occupier" shall be construed accordingly;
“Owner”	means the First Owner and the Second Owner;
"Owner Obligations"	means the obligations of the Owner contained in this Deed;
"Parties"	the First Owner and the Second Owner and their successors in title or duties as appropriate and "Party" shall mean any one of them;
“Phase”	means a phase of the Development shown on a phasing plan or plan approved in relation to the Planning Permission or from time to time approved pursuant to a condition of the Planning Permission;
"Plan 1"	means the plan attached to this Deed at Appendix 1 marked "Plan 1" showing the Site, Mitigation Land and areas of public open space and publicly accessible open space proposed;
"Plan 2"	means the plan attached to this Deed at Appendix 1 showing the routes of existing and proposed public rights way and permissive paths;
“Plan 3”	means the plan attached to this Deed at Appendix 1 showing the areas of landscape mitigation confirmed through the approved Landscaping Scheme on the Mitigation Land;
“Plan 4”	means the plan attached to this Deed at Appendix 1 showing the proposed layout of plots;
“Plan 5”	means the plan attached to this Deed at Appendix 1 showing the proposed extent of the Birchmoor Parking Scheme;
"Planning Permission"	means the planning permission to be granted pursuant to the Application together with any modification thereof by way of an application pursuant to section 73 of the 1990 Act and any other planning permission granted after the date of this Deed that is for

development of the Site (or any part of it) of a similar nature as development authorised by the Planning Permission

"Secretary of State"

means the Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time);

"the Site"

means the red line area relating to the Planning Permission shown edged red on Plan 1;

"Working Day(s)"

means any day apart from Saturday and Sunday and any bank holiday or public holiday

"Unit"

means a commercial unit of occupation to be provided as part of the Development

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any Clause, paragraph or Schedule such reference (unless the context otherwise requires) is a reference to a Clause, paragraph or Schedule in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the County Council and the successors to their statutory functions.
- 2.6 The headings and contents list are for reference only and shall not affect construction.
- 2.7 Nothing in this Deed shall be construed as restricting the exercise by the County Council of any power or discretion exercisable by them under an act of Parliament nor prejudicing or affecting their rights, powers duties and obligations in any capacity as a local or public authority.

3 LEGAL BASIS

3.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling.

3.2 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's interests in the Site and the Mitigation Land and with the intent that they shall be enforceable by the County Council not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site and the Mitigation Land as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

4 CONDITIONAL AGREEMENT

4.1 The Owner's obligations in this Deed are conditional upon:

- (a) the grant of the Planning Permission pursuant to the Appeal;
- (b) Commencement of the Development pursuant to the Planning Permission

SAVE FOR the provisions of Clauses 3, 4, 8, 10, 11, 12, 16, 17 and 18 which shall come into effect immediately upon completion of this Deed.

4.2 In the event that the Inspector;

- (a) declares in the Decision Letter that that one or more of the provisions of this Deed are not compliant with regulation 122 of the CIL Regulations and/or
- (b) imposes a condition upon the Planning Permission that the Inspector in their Decision Letter declares has the same effect as one or more of the planning obligations in this Deed and therefore does not need to be secured via planning obligation;

then the said provisions of this Deed which the Inspector declares in their Decision Letter are either not compliant with regulation 122 of the CIL Regulations or can be secured via planning condition instead shall thereafter have no legal effect but the remainder of the planning obligations in this Deed shall remain legally effective and binding.

5 THE OWNER'S SUBSTANTIVE COVENANTS

5.1 Subject to Clauses 4, and 7 of this Deed:-

- (a) the Owner for and on behalf of itself and its heirs assigns and successors in title with the intention that the following provisions shall bind its interest in the Site and Mitigation Land and every part of it into whosoever's hand it may come covenant with the County Council that it will comply with the Owner Obligations (including but not limited to the provisions contained in Schedules 1 and 2 annexed to this Deed); and
- (b) the Owner for themselves and their successors in title consent to the Site and Mitigation Land being bound by the terms of this Deed.

5.2 The Owner shall serve a Commencement Notice on the County Council within 5 Working Days of the date of Commencement of the Development.

6 NOT USED

7 STATUTORY AUTHORITIES AND CONDITIONALITY

7.1 The obligations on the part of the Owner are planning obligations for the purposes of section 106 of the 1990 Act and are jointly and severally enforceable against the Owner by the County Council.

7.2 This Deed shall have no further effect:-

- (a) in the event of the revocation of the Planning Permission; or
- (b) from the date upon which the Planning Permission is quashed as a result of judicial review proceedings or other legal challenge but without prejudice to any liability which may have arisen pursuant to this Deed consequent upon the Commencement of Development pursuant to the Planning Permission prior to being quashed

only to the extent such revocation or quashing leaves behind no implementable Planning Permission.

8 GENERAL PROVISIONS

8.1 Subject to Clause 4 the covenants, obligations and restrictions agreed by the Owner contained in this Deed shall be enforceable against the Owner and its successors in title during the period when this Deed remains in force.

8.2 This Deed shall not bind nor be enforceable against the following:-

- (a) a mortgagee or chargee of the Owner unless and until and except to the extent that any breach of the obligations contained in this Deed is committed or continuing at a time when it has become a mortgagee in possession of that part of the Site in which it has an interest or has exercised its power of sale under its security or has appointed a receiver or has foreclosed in respect of all or any part of it;
- (b) any statutory undertaker or other person who has or who acquires any part of the Site or any interest therein for the purposes of the supply of electricity, gas, water, drainage,

telecommunications services or public transport services nor any mortgagee or chargee of any such persons;

(c) a Management Entity which is set up or appointed to manage and maintain any mitigation works except in respect of the restrictions and obligations relating to the part or parts of the Site or Mitigation Land which are transferred to the Management Entity.

8.3 The Owner shall not be liable to the County Council for a breach of an obligation relating to any part of the Site which occurs whilst they have no interest therein or once they have parted with their interest relating to that part of the Site but without prejudice to the liability of the Owner for any subsisting breach occurring prior to their parting with such interest and PROVIDED THAT the reservation of any rights of access and/or to lay or maintain equipment shall not constitute an interest for the purposes of this Clause 8.

8.4 The Owner shall pay to the County Council prior to the completion of this Deed the reasonable fees of the County Council incurred in the negotiation, preparation and execution of this Deed.

8.5 The Owner shall pay to the County Council the Monitoring Fee prior to Commencement of the Development.

9 DISPUTE RESOLUTION

9.1 Any dispute arising from the terms of this Deed will be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) under the terms of the Arbitration Act 1996; such arbitrator shall be appointed by agreement between the Parties within one month of any party first communicating in writing the need for an arbitrator to the other or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors.

10 NOTICES

10.1 Any notice or communication to be given under this Deed shall be in writing and shall either be delivered personally or sent by registered post or recorded delivery service and the address for service on the Parties shall be those stated in this Deed or such other address in England for service as the Party to be served may have previously notified in writing.

10.2 Each notice served in accordance with this Clause 10 of this Deed shall be deemed to have been given or made and delivered if by hand delivery when left at the relevant address provided that this is prior to 5.00 pm on a Working Day or if after 5.00 pm then on the next Working Day if not or if by letter 48 hours after posting.

11 CHANGE OF OWNERSHIP

11.1 The Owner covenants with the County Council to give the County Council written notice of any change in ownership of their interests or the grant of any other interests in the Site and the Mitigation Land or part thereof occurring before all the obligations under this Deed have been discharged, such notice to

be served within 20 Working Days following the change and to give details of the transferee's or other interested party's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site and the Mitigation Land to which the disposal relates.

12 DELIVERY

12.1 The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

13 VAT

13.1 The Parties consider that any payments made under this Deed are outside the scope of UK VAT.

13.2 Notwithstanding the intention of the Parties expressed in Clause 13.1 where one party ("the supplier") makes or is deemed to make a supply to another party ("the recipient") for VAT purposes under this Deed, whether the supply is for a monetary consideration or otherwise, the recipient shall pay to the supplier an amount equal to the VAT in addition to the sums payable under this Deed at the earlier of:

- (a) the date on which the recipient recovers the VAT element as input tax whether by credit or repayment; and
- (b) five days prior to the date on which the supplier is required to account for the VAT on the payments to HM Revenue and Customs PROVIDED ALWAYS THAT the supplier has first provided the recipient with a valid VAT invoice in respect of the supply.

14 INTEREST

14.1 If any payment due to the County Council under this Deed is not paid on the date on which it is due, the Owner shall pay Interest on the whole or any part of such payment from the date when the payment became due until actual payment.

15 INDEXATION

15.1 Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be increased (as the case may be) by the percentage change in the relevant Index from the date of grant of the Planning Permission until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Index prior to the date of the Planning Permission and prior to each payment date.

16 RELEASE AND WAIVER

16.1 No waiver (whether express or implied) by the County Council of any breach or default in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the said obligations or from acting upon any continuing or subsequent breach or default thereof.

17 FUTURE PERMISSIONS

17.1 Nothing in this agreement prohibits or limits the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

18 JURISDICTION

18.1 This Deed is governed by and interpreted in accordance with the Laws of England.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

Schedule 1

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:-

- “Birchmoor”** means the extent of public highway in the locality of Birchmoor included in the land hatched red on Plan 5;
- “Birchmoor Parking Scheme”** means a scheme of proposed controls and management measures for parking in Birchmoor and managing associated impacts on said parking emerging from the Development to include details of any proposed measures and the proposed timetable for their delivery and, if necessary, details of the Birchmoor Parking Contribution;
- “Birchmoor Parking Contribution”** means a financial contribution of £125,000 (One Hundred and Twenty-Five Thousand Pounds) as described in the Birchmoor Parking Scheme to be spent on measures to control or manage parking in Birchmoor including but not limited to any Traffic Regulation Order(s) and/or associated improvements which the County Council considers to be reasonably necessary;

Part 1: Off-Site Public Rights of Way Improvements

- 1.1 The Owner shall not Commence or permit or suffer the Commencement of the Development unless and until:
- (a) a scheme of pedestrian and cycleway improvements for the land identified in khaki on Plan 2 (such details not to include street furniture signage information boards or outdoor gym equipment) is submitted to and approved in writing by the County Council.
- 1.2 The Owner shall not Occupy or permit or suffer the Occupation of any part of the Development unless and until:
- (a) the public rights of way and permissive paths identified as khaki on Plan 2 have been provided in accordance with the Improvements Scheme to the reasonable satisfaction of the County Council; and
 - (b) the approved Improvements Scheme has been implemented in its entirety to the satisfaction of the County Council;
- SUBJECT ALWAYS TO paragraph 1.4 below.
- 1.3 The Owner shall manage and maintain public rights of way and permissive paths identified as khaki on Plan 2 to the standard identified in the approved Improvements Scheme SUBJECT ALWAYS TO paragraph 1.4 below.

- 1.4 In the event of non-compliance by the Owner with paragraphs 1.2 and/or 1.3 of this Part 1 due to the Owner not obtaining sufficient interest or control in the relevant public right of way to carry out improvements, manage or maintain the land (as appropriate), the County Council and the Owner may agree amendments to the approved Improvements Scheme in writing to require the delivery of alternative and equivalent public right of way improvements.

Part 2: Parking Control Scheme

2 PARKING CONTROLS

- 2.1 The Owner shall not Occupy or permit or suffer the Occupation of any part of the Development unless and until the Birchmoor Parking Scheme has been submitted and approved by the County Council.
- 2.2 If the Birchmoor Parking Scheme includes details of the Birchmoor Parking Contribution, then:
- (a) The Owner shall make the Birchmoor Parking Contribution available to the County Council for a period of ten years starting from first Occupation of the Development; and
 - (b) Upon receipt of a written request from the County Council at any time within the ten-year period referred to in (a) above, the Owner shall make payment of all or part of the Birchmoor Parking Contribution (as requested) within 21 Working Days of receipt.

Schedule 2

Financial Contributions

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:-

“Birchmoor Highway Signage Contribution”	means the sum of £27,500 (Twenty-Seven Thousand Five Hundred Pounds) to be spent on the provision and improvement of signage and road markings for HGVs and associated improvements in the locality of Birchmoor.
“Bus Improvement Contribution”	means the sum of £1,080,000 (One Million and Eighty Thousand Pounds) to be spent on the provision and maintenance of a bus service between the Development, Tamworth, Atherstone and Nuneaton.
“Bus Shelter RTI Replacement Screen Commuted Sum”	means the sum of £2,500 (Two Thousand Five Hundred Pounds) to pay for a replacement real time information screen on the new bus shelter.
“Bus Shelter RTI Maintenance Contribution”	means the sum of £4,000 (Four Thousand Pounds) to be spent on the maintenance of the real time information equipment installed on the new bus shelter for 5 (five) years.
“Bus Shelter Maintenance Contribution”	means the sum of £5,000 (Five Thousand Pounds) to be spent on the maintenance of the new bus shelter for 5 (five) years

1 CONTRIBUTIONS

- 1.1 The Owner covenants to pay the Birchmoor Highway Signage Contribution to the County Council prior to Occupation of the first Phase of the Development.
- 1.2 The Owner covenants to pay 20% of the Bus Improvement Contribution totalling £216,000 (Two Hundred and Sixteen Thousand Pounds) to the County Council prior to Occupation of the first Phase of the Development.
- 1.3 The Owner covenants to pay 20% of the Bus Improvement Contribution totalling £216,000 (Two Hundred and Sixteen Thousand Pounds) to the County Council prior to the first anniversary of the date of first Occupation of the first Phase of the Development.
- 1.4 The Owner covenants to pay 20% of the Bus Improvement Contribution totalling £216,000 (Two Hundred and Sixteen Thousand Pounds) to the County Council prior to the second anniversary of the date of first Occupation of the first Phase of the Development.

- 1.5 The Owner covenants to pay 20% of the Bus Improvement Contribution totalling £216,000 (Two Hundred and Sixteen Thousand Pounds) to the County Council prior to the third anniversary of the date of first Occupation of the first Phase of the Development.
- 1.6 The Owner covenants to pay 20% of the Bus Improvement Contribution totalling £216,000 (Two Hundred and Sixteen Thousand Pounds) to the County Council prior to the fourth anniversary of the date of first Occupation of the first Phase of the Development.
- 1.7 The Owner covenants to pay the Bus Shelter RTI Replacement Screen Commuted Sum within 5 (five) Working Days of installation of the real time information equipment at the new bus shelter.
- 1.8 The Owner covenants to pay the Bus Shelter RTI Maintenance Contribution within 5 (five) Working Days of installation of the real time information equipment at the new bus shelter.
- 1.9 The Owner covenants to pay the Bus Shelter Maintenance Contribution within 5 (five) Working Days of the completion of the new bus shelter.

Signed as a deed by **DAVID HODGETTS** in the presence of

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **DAVID WILLIAM HODGETTS** in the presence of

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **EDWARD JAMES HODGETTS** in the presence of

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **GEORGINA JANE HODGETTS** in the presence of

Signature: _____

Signature of witness: _____

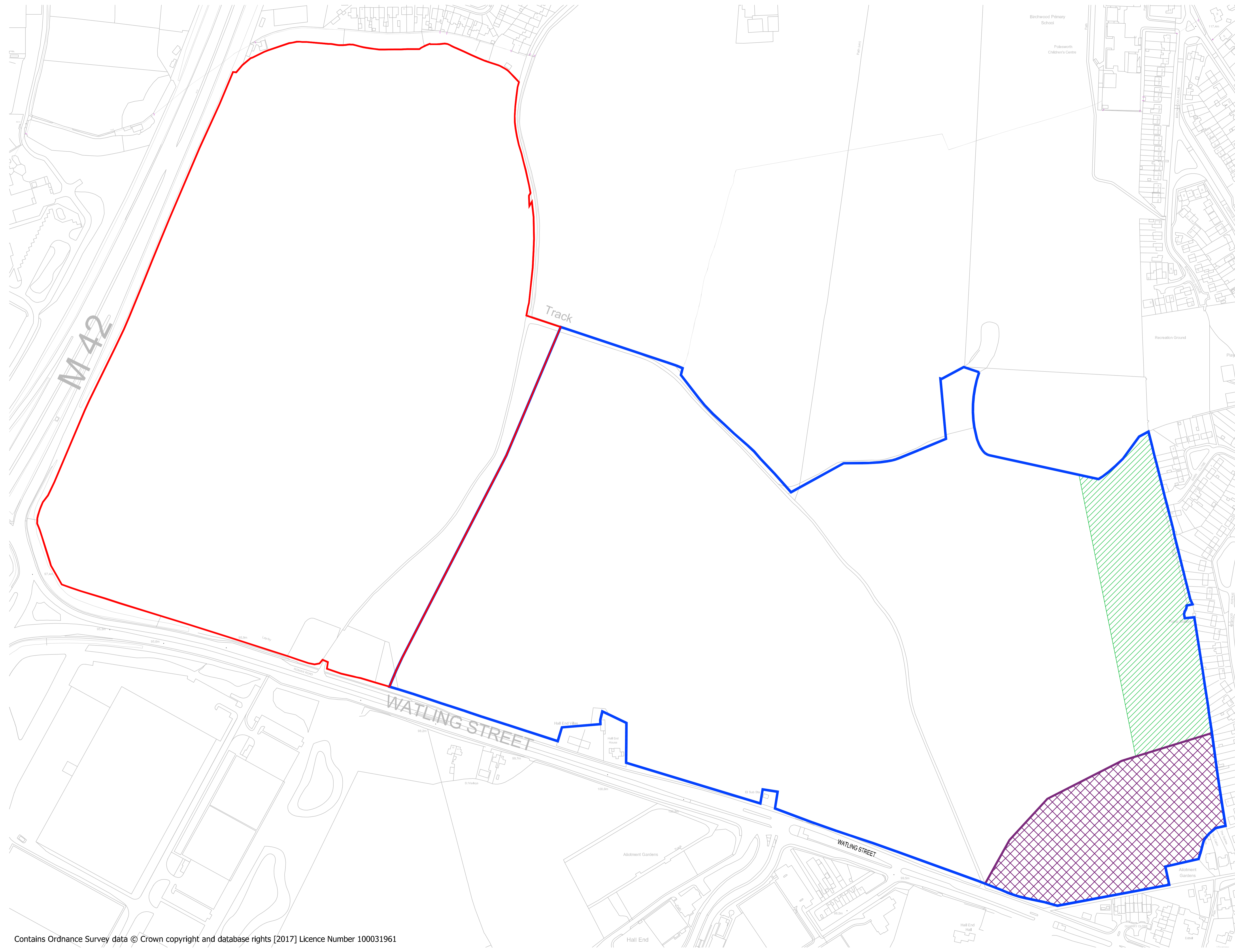
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Address: _____

Appendix 1

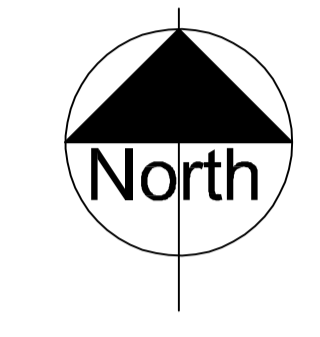
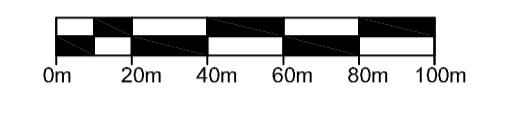
PLANS

"Plan 1"	Plan 1
"Plan 2"	Plan 2
"Plan 3"	Plan 3
"Plan 4"	Plan 4
"Plan 5"	Plan 5



Copyright Chetwoods (Birmingham) Limited. No project licence exists. Contractors must verify all dimensions on site before commencing any work or shop drawings. This drawing is not to be scaled. Use figured dimensions only. Building areas are liable to adjustment over the course of the design process due to the ongoing construction detailing developments. Please note the information contained within this drawing is solely for the benefit of the employer and should not be relied upon by third parties. The CDM hazard management procedures for the Chetwoods aspects of the design of this project are to be found on the "Chetwoods - Hazard Analysis and Design Risk Assessment" and/or drawings. The full project design team's comprehensive set of hazard management procedures are available from the Principle Designer appointed for the project.

NOTES:
Please note Title Plans have been scaled using Ordnance Survey features which may have altered over time. Complete accuracy cannot be guaranteed without further on-site survey.
Any dimensions given are to be confirmed with site measure.
Subject to Surveys, constraints & planning.
In addition to the area of 'publicly accessible offsite landscape and visual mitigation' shown (i.e., the proposed community orchard), the areas of 'potential offsite landscape and visual mitigation' shown also incorporate existing and proposed new public rights of way (subject to the agreement of the highways authority which will also be accessible to the public).



- RED LINE BOUNDARY
79.97 acres / 32.36 Ha
- OTHER LAND UNDER THE CONTROL OF THE APPLICANT
102.94 acres / 41.66 Ha
- ▨ AREA OF PUBLICLY ACCESSIBLE OFFSITE LANDSCAPE AND VISUAL MITIGATION (I.E., COMMUNITY ORCHARD)
3.41 Ha / 8.42 acres
- ▨ OPEN SPACE TRANSFER LOCATION OS1

P2	Amended as per comments	19/06/24	IK/NH
P1	First Issue	18/06/24	IK/NH
Rev	Revision Description	Date	Author/Reviewer

PRELIMINARY
32 Frederick Street, Birmingham, B1 3RH +44 (0)121 234 7500 www.chetwoods.com



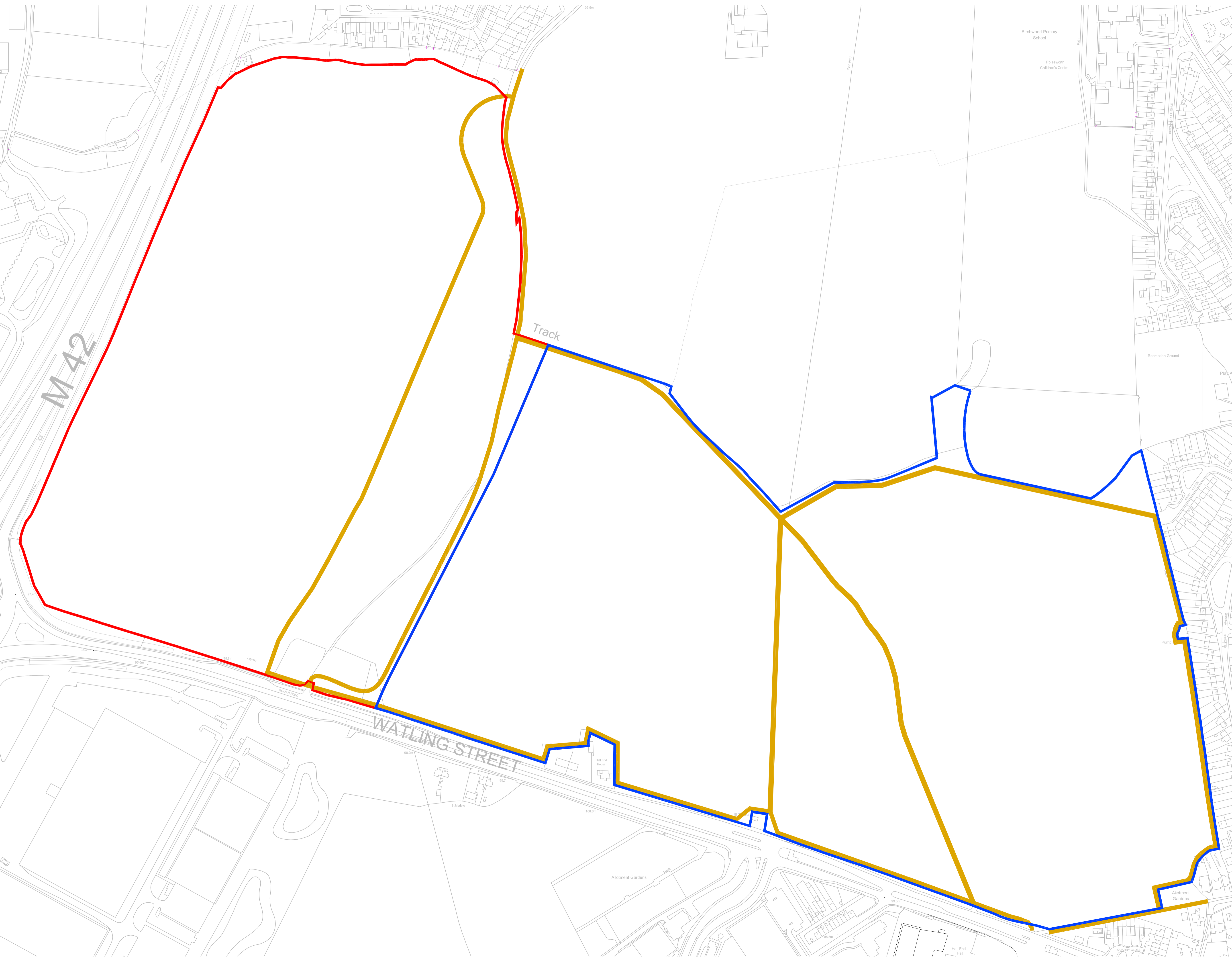
Project
LAND NORTH EAST OF J10 M42, DORDON

Client
HODGETTS ESTATES

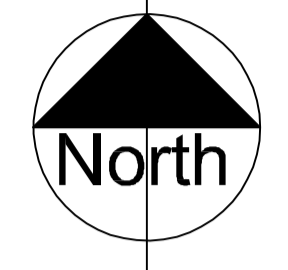
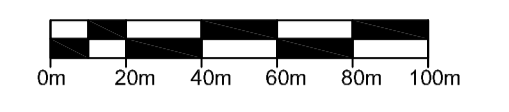
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PLAN 1

Scale	Size	Drawn	Checked	Date
1:2000	A1	MB	NH	16/04/2024

Project	Originator	Zone	Level	Type	Role	Number	Rev.
4263	CA	00	00	DR	A	00092	P2



NOTES:
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 Subject to statutory approvals and survey.
 Building areas are liable to adjustment over the course of the design process due to the ongoing construction detailing developments.
 Please note the information contained within this drawing is solely for the benefit of the employer and should not be relied upon by third parties.
 The CDM hazard management procedures for the Chetwoods aspects of the design of this project are to be found on the "Chetwoods - Hazard Analysis and Design Risk Assessment" and/or drawings. The full project design teams comprehensive set of hazard management procedures are available from the Principle Designer appointed for the project.



- SITE BOUNDARY
79.97 acres / 32.36 Ha
- OTHER LAND UNDER THE CONTROL OF THE APPLICANT
102.94 acres / 41.66 Ha
- ROUTES OF PROPOSED PUBLIC RIGHTS OF WAY AND PERMISSIVE PATHS TO BE CREATED, UPGRADED AND DIVERTED (WHERE NECESSARY), IN ACCORDANCE WITH DETAILS TO BE SUBMITTED FOR APPROVAL.

P2 Amended as per comments	19/06/24	IK/NH
P1 First Issue	18/06/24	IK/NH
Rev	Revision Description	Date Author/Reviewer

PRELIMINARY

32 Frederick Street,
Birmingham, B1 3RH

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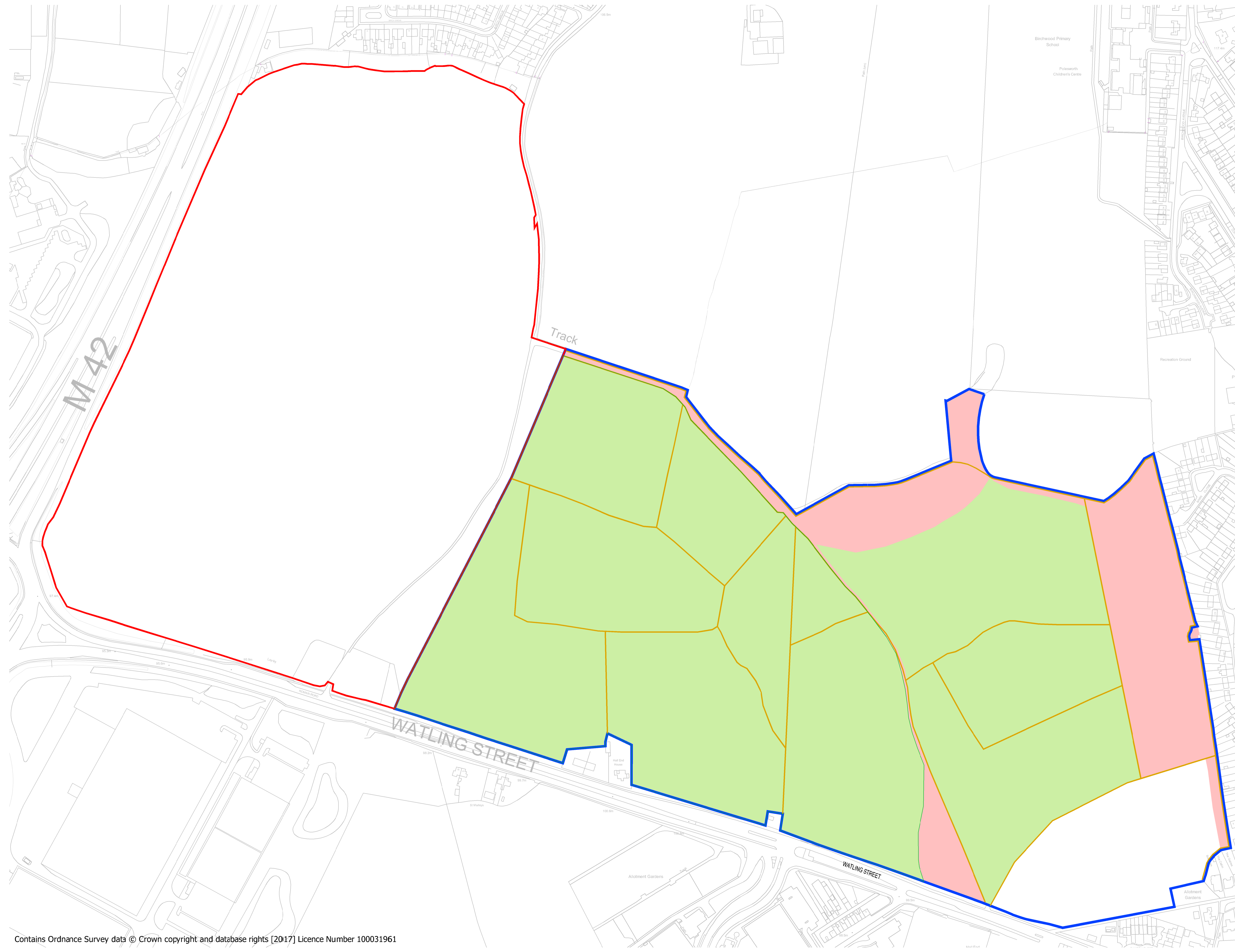
Project
LAND NORTH EAST OF J10 M42, DORDON

Client
HODGETTS ESTATES

Drawing Title
PLAN 2

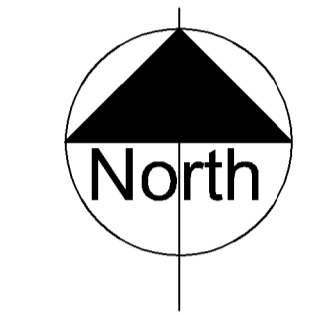
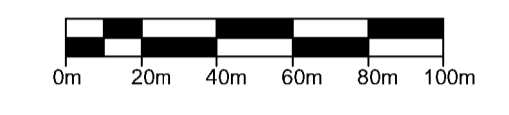
Scale	Site	Drawn	Checked	Date
1:2000	A1	IK	NH	18/06/2024

Project	Originator	Zone	Level	Type	Role	Number	Rev.
4263	CA	00	00	DR	A	00093	P2



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NOTES:
Please note Title Plans have been scaled using Ordnance Survey features which may have altered over time. Complete accuracy cannot be guaranteed without further on-site survey.
Any dimensions given are to be confirmed with site measure.
Subject to Surveys, constraints & planning.
In addition to the area of publicly accessible offsite landscape and visual mitigation shown (i.e., the proposed community orchard), the areas of potential offsite landscape and visual mitigation shown also incorporate existing and proposed new public rights of way (subject to the agreement of the highways authority) which will also be accessible to the public.



- **RED LINE BOUNDARY**
79.97 acres / 32.36 Ha
- **OTHER LAND UNDER THE CONTROL OF THE APPLICANT**
102.94 acres / 41.66 Ha
- **ROUTE OF HEDGEROWS TO BE REINSTATED AND ADDED**
- **AREAS FOR POTENTIAL OFFSITE TREES AND SHRUB PLANTING**
6.51 Ha / 16.09 acres
- **AREAS TO BE CONVERTED TO PASTURE LAND (SPECIES RICH GRASS LAND)**
AREA - 31.79 HA / 78.56 ACRE

P3	Added Pasture land area to the key	05/07/24	IK/NH
P2	Amended as per comments	19/06/24	IK/NH
P1	First Issue.	18/06/24	IK/NH
Rev	Revision Description	Date	Author/Reviewer

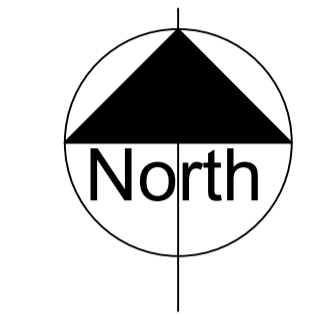
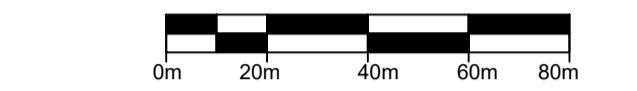
PRELIMINARY
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Project	LAND NORTH EAST OF J10 M42, DORDON						
Client	HODGETTS ESTATES						
Drawing Title	PLAN 3						
Scale	Size	Drawn	Checked	Date			
1:2000	A1	IK	NH	18/06/2024			
Project	Originator	Zone	Level	Type	Role	Number	Rev.
4263	CA	00	00	DR	A	00094	P3



NOTES:
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 Please note the information contained within this drawing is solely for the benefit of the employer and should not be relied upon by third parties.
 The CDM hazard management procedures for the Chetwoods aspects of the design of this project are to be found on the "Chetwoods - Hazard Analysis and Design Risk Assessment" and/or drawings. The full project design team comprehensive set of hazard management procedures are available from the Principle Designer appointed for the project.
 Please note Title Plans have been scaled using Ordnance Survey features which may have altered over time. Complete accuracy cannot be guaranteed without further on-site survey.
 Any dimensions given are to be confirmed with site measure.



- Development Site Boundary (79.97 acres / 32.36 Ha)
- Plot A1 - up to 117.8m AOD
- Plot A2 - up to 113m AOD
- Plot B1 - up to 111m AOD
- Plot B2 - up to 102m AOD
- Zone for green infrastructure to include open space, planting, landscaping, site road, on-site connectivity enhancements & SuDS
- Land required for access
- Public bridleway (to be diverted where necessary)
- Gas pipeline with 3m easement zone on both side

Rev	Revision Description	Date	Author	Reviewer
PLANNING EIA				
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Project
LAND NORTH EAST OF J10 M42, DORDON

Client
HODGETTS ESTATES

Drawing Title
PARAMETERS PLAN

Scale	Size	Drawn	Checked	Date			
1:1500	A1	MB	NH	30/10/2020			
Project	Originator	Zone	Level	Type	Rate	Number	Rev.
4263	CA	00	00	DR	A	00075	P18

Land NE of M42 Jn10: Birchmoor Parking Scheme
5 July 2024 (Plan 5)

Extent of Parking Scheme



Hair By Ellis

Green Ln

Green Ln

M42

M42

M42

Green Ln

Birch Grove

Lime Taxis

Birch Grove

Birchmoor Working Mens Club

New St

New St

Impact Windscreens

Green Ln

Street Teresa

Cocks spur St

Cocks spur St

The Gamecock Inn

Hermitage Ln