
**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

North Warwickshire Borough Council (3)

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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) **North Warwickshire Borough Council** of The Council House, South Street, Atherstone, Warwickshire CV9 1DE ("**the Council**").

WHEREAS:-

- (A) The Council is the local planning 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;
"Birmingham Intermodal Freight Terminal"	means the terminal of the same name located to the immediate south-east of the Site;
"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 Council stating the date of Commencement (which date if disputed by the Council shall be determined by under Clause 8 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
"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 8 of this Deed
"Expert"	means a person with no less than 10 years recent and relevant experience
"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;
"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;
"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;
"OS1"	means "Open Space Transfer Location OS1" on Plan 1 identified as site OS1 and OS2 in the North Warwickshire Local Plan (adopted September 2021) subject to any update or expanded extent or scope required pursuant to the North Warwickshire Local Plan;
"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 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 (edged red), Mitigation Land (edged blue) and areas of public open space (hatched green) and OS1;
"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 and the area of the proposed Pasture Land;
“Plan 4”	means the plan attached to this Deed at Appendix 1 showing the proposed layout of plots;
"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;
“Travel Plan”	means the Vision Based Travel Plan dated December 2023 together with any Sustainable Travel Plan approved pursuant to Condition 33 of the Planning Permission;
"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 Council and the successors to their statutory functions.
- 2.6 The headings and contents list are for reference only and shall not affect construction.

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 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, 7, 9, 10, 11, 13, 14 and 15f 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 Council that it will comply with the Owner Obligations (including but not limited to the provisions contained in Schedule 1 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 Council within 5 Working Days of the date of Commencement of the Development.

6 STATUTORY AUTHORITIES AND CONDITIONALITY

6.1 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 Council.

6.2 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.

7 GENERAL PROVISIONS

7.1 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.

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

- (a) 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;

7.3 The Owner shall not be liable to the 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.

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

8 DISPUTE RESOLUTION

8.1 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.

9 NOTICES

9.1 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.

9.2 Each notice served in accordance with this Clause 9 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.

10 CHANGE OF OWNERSHIP

10.1 The Owner covenants with the Council to give the 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.

11 DELIVERY

11.1 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.

12 VAT

12.1 The Owner considers that any payments made under this Deed are outside the scope of UK VAT.

12.2 Notwithstanding the intention of the Owner expressed in Clause 12.1 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.

13 RELEASE AND WAIVER

13.1 No waiver (whether express or implied) by the 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 Council from enforcing any of the said obligations or from acting upon any continuing or subsequent breach or default thereof.

14 FUTURE PERMISSIONS

14.1 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.

15 JURISDICTION

15.1 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:-

- “Biodiversity Gain Plan”** means the approved scheme submitted and approved by the Council to ensure post-development net biodiversity gain pursuant to the discharge of Condition 26 of the Planning Permission
- “Biodiversity Impact Assessment”** means the written report Aspect Ecology Biodiversity Impact Assessment (ref: 1005971 BIA vf5), dated February 2023 calculating the biodiversity impact of the Development measured in Biodiversity Units in relation to the Development for the purposes of the Appeal;
- “Biodiversity Net Gain”** means a positive gain of Biodiversity Units as follows:
- (i) at least 16.99 Habitat Biodiversity Units; and
 - (ii) at least 19.83 Linear Biodiversity Units
- when compared to the baseline Biodiversity Unit value of the Site pursuant to the Biodiversity Impact Assessment;
- “Biodiversity Unit”** means the unit of biodiversity expressed as a Habitat Biodiversity Unit or Linear Biodiversity Unit as measured pursuant to the Warwickshire County Council Biodiversity Impact Assessment calculator tool which enables biodiversity losses and gains affecting different habitats to be compared and ensures the biodiversity offsetting proposed is sufficient to compensate for any residual losses of biodiversity;
- “HMMP”** means a habitat management and monitoring plan in accordance with the Biodiversity Impact Assessment which will demonstrate how Biodiversity Net Gain will be achieved to be submitted to and which shall be approved by the Council pursuant to Schedule 1, Part 3 which will set out as far as is relevant to the Biodiversity Gain Plan approved by the Council:
- a plan to manage the off-site gains and/or significant on-site enhancements,
 - arrangements for monitoring habitats;
 - arrangements for monitoring and reporting the progress of habitat enhancement to the Council;

- arrangements for reviewing management proposals; and
- arrangements for restoration of habitats if the management plan and/or existing arrangements fail.

"Landscape Strategy"

means a strategy for the provision and maintenance of offsite landscape mitigation in perpetuity on the land hatched green on Plan 1 and shaded gold and pink on Plan 3 within the Mitigation Land ("**Works**") including the following elements:

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organisation proposed to carry out the Works.
- h) Ongoing monitoring and remedial measures.
- i) Details of the legal and funding mechanisms to secure the implementation of the Landscape Strategy in perpetuity.
- j) How contingencies and/or remedial action will be identified, agreed and implemented so that the Development continues to deliver the biodiversity objectives of the approved scheme.
- k) A plan showing the proposed planting scheme and the location of the Works within the areas shaded pink on Plan 3;
- l) A detailed specification for the future operation, management and maintenance of the Mitigation Land and the Works following their completion ("**Management Scheme**"), with the objective to maintain the Mitigation Land and the Works on the Mitigation Land to their respective completed standards and which shall include confirmation of whether the Owner elects to create or

appoint a Management Entity for the management and maintenance of the Mitigation Land; and

- m) The responsibilities of the Management Entity for management and maintenance of the Works on the Mitigation Land and compliance with the Management Scheme and how the Management Entity will be funded in perpetuity utilising service charges and other forms of funding.

and which shall have regard to and ensure consistency with the Biodiversity Gain Plan, the Pasture Land and HMMP.

“Pasture”

means grassland which will be sown for 5 or more years and areas of sole rights rough grazing (lower quality grazing land including heathland, moors, hills and scrub) excluding common grazing land;

“Pasture Land”

means land identified as Pasture shaded green on Plan 3 in order to secure landscape and biodiversity benefits in accordance with the HMMP arising from the use of that land as Pasture included in details approved pursuant to paragraph 3.1 of Part 2 of Schedule 1 of this Deed (**“Approved Pasture Details”**) subject always to the requirements of OS1

Part 1: Off-Site Landscape Mitigation Works

1 LANDSCAPE STRATEGY

1.1 The Owner shall:

- (a) submit the Landscape Strategy to the Council for approval prior to the Commencement of the Development;
- (b) not Commence or permit or suffer Commencement of the Development until the Council has provided its written approval of the Landscape Strategy; and
- (c) maintain and manage the Mitigation Land in accordance with the approved Landscape Strategy in perpetuity.

1.2 The Owner shall implement the approved Landscape Strategy in the first full planting season following Commencement of the Development save as otherwise agreed in the programme included in the Landscape Strategy

1.3 The Owner shall carry out planting, seeding or turfing comprised in the Landscape Strategy in accordance with the programme included in the Landscape Strategy

- 1.4 Any trees or plants within the approved Landscape Strategy which die, are removed or become seriously damaged or diseased shall be replaced by the Owner in the next planting season with others of similar size (as planted – Standard or Heavy Standard) and species unless otherwise approved in writing by the Council.
- 1.5 The Owner shall permit the public to have unfettered access at all times (save in cases of emergency, or as otherwise agreed from time to time in writing between the Owner and the Council) to each of the areas hatched green on Plan 1.
- 1.6 The Owner and Council may agree amendments to the Landscape Strategy in writing including amendments in order to address and accommodate for a future transfer of land which may be reasonably required in relation to OS1 hatched purple on Plan 1 and the Owner notes for the avoidance of doubt that said transfer of the land identified hatched purple on Plan 1 is anticipated at a future date.

Part 2: Pasture Land

2 PASTURE

- 2.1 The Owner shall not Commence or permit or suffer the Commencement of any part of the Development unless and until:
 - (a) details of land within the Site and Mitigation Land comprised of all of the land shaded green on Plan 3 to be converted to pasture are submitted to and approved in writing by the Council; and
 - (b) details of proposals for the ongoing management and maintenance of the proposed pasture in perpetuity including details of plant mixare approved in writing by the Council.
- 2.2 The Owner shall deliver the Pasture Land in accordance with the Approved Pasture Details and in the first full planting season following Commencement of the Development save as otherwise agreed in the programme included in the Approved Pasture Details.
- 2.3 The Owner shall manage and maintain the Pasture Land following the delivery of the Pasture Land as pasture, in accordance with the requirements of the Approved Pasture Details;
- 2.4 The Owner shall retain and ensure that the Pasture Land is retained used and managed in agricultural use in perpetuity.

SAVE THAT the obligations in Part 2 of this Schedule 1 may be varied waived or removed by agreement between the Owner and Council in writing AND THAT the Owner and Council may agree amendments to the Approved Pasture Details in writing including amendments in order to address and accommodate for a future transfer of land which may be reasonably required in relation to OS1 hatched

purple on Plan 1 and the Owner notes for the avoidance of doubt that said transfer of the land identified hatched purple on Plan 1 is anticipated at a future date.

Part 3: Biodiversity Net Gain

3 BIODIVERSITY NET GAIN

- 3.1 The Owner shall not Commence the Development until the Biodiversity Gain Plan and HMMP have been submitted to and approved by the Council.
- 3.2 The Owner shall carry out and comply with the provisions of the Biodiversity Gain Plan and HMMP unless otherwise agreed in writing with the Council.
- 3.3 The Owner may from time to time submit a revised Biodiversity Gain Plan and/or HMMP to the Council and if approved by the Council in writing the revised Biodiversity Gain Plan and/or HMMP shall then be the Biodiversity Gain Plan and/or HMMP (as appropriate) for the purposes of this Deed.

Part 4: Management Entity

4 MANAGEMENT ENTITY

- 4.1 Where any of the Mitigation Land is to be managed and maintained by the Management Entity pursuant to the Landscape Strategy in accordance with the terms of this Deed the Owner will:
 - (a) prior to Commencement of the Development submit in writing to the Council and gain written approval from the Council of the identity and proposed structure of the Management Entity and not to cause permit or allow the Commencement of the Development prior to having received written approval from the Council to the identity and proposed structure of the Management Entity; and
 - (b) Upon approval of the identity and proposed structure of the Management Entity the Owner will (if necessary) establish the Management Entity in accordance with the approved details.

SAVE THAT if the Council does not notify the Owner of its decision pursuant to paragraph 4.1(a) above within 40 Working Days of receipt of the submission in writing then said submission shall be deemed to be approved by the Council.

- 4.2 The Owner shall not cause or permit any Unit to be Occupied or to sell or cause or permit any Unit to be disposed of other than by way of a transfer or lease:
 - (a) Which includes a covenant from the transferee or lessee of the Unit to become a member of the Management Entity and contribute a fair and reasonable proportion by way of a service

charge towards the cost of maintaining and managing the Mitigation Land in perpetuity accordance with this Deed;

- (b) In which the Owner or Management Entity (as appropriate) covenants with the transferee or lessee of the Unit to maintain and manage, or to procure the maintenance and management of the Mitigation Land in perpetuity through the Management Entity in accordance with this Deed and to use any service charge received from the transferee or lessee of a Unit for such management and maintenance; and
- (c) Which requires an application to be made to the Chief Land Registrar to place a Restriction on the Land Registry Proprietorship Register for that Unit stating that except under an order of the Registrar any future disposal of the Title interest in the Unit shall only be registered if accompanied by a Certificate from the Management Entity (or its solicitors) confirming compliance with paragraphs 4.1(a) and 4.1(b) above

4.3 For the avoidance of doubt the Owner must ensure that the Management Entity is appropriately funded in the event of periods of vacancy.

Part 5: Birmingham Intermodal Freight Terminal

5 PROMOTION

5.1 The Owner covenants to:

- (a) Provide any and all Occupiers of the Development with:
 - (i) Details of all existing rail freight facilities and services provided at Birmingham Intermodal Freight Terminal (insofar as details of these are known to the Owner); and
 - (ii) Details of changes to rail freight services provided at Birmingham Intermodal Freight Terminal together with any changes to relevant timetables which the Owner becomes aware of.

together the “**Service Details**”.

such details to be provided to all Occupiers on at least an annual basis on each anniversary starting from the first Occupation of the Development.

- (b) From the date of first Occupation of the Development to promote the use of rail freight facilities and services which are available at Birmingham Intermodal Freight Terminal together with the Service Details as part of all relevant promotional materials as required to any and all Occupiers and/or prospective Occupiers of land at Plot A1 on Plan 4;

- (c) From the date of first Occupation of the Development to actively and proactively promote the rail freight facilities and services available at Birmingham Intermodal Freight Terminal together with the Service Details during the preparation and implementation of any Travel Plan;
- (d) From the date of first Occupation of the Development to actively and proactively promote the rail freight facilities and services available at Birmingham Intermodal Freight Terminal together with the Service Details to each successive Occupier of any Unit. From the date of first Occupation of the Development to promote measures to facilitate the use of the Birmingham Intermodal Freight Terminal including as appropriate information to be incorporated into all applicable publicity materials and by making copies of the Service Details and Travel Plan available to Occupiers, staff, visitors and customers to the Development, such materials to be updated on at least an annual basis on each anniversary starting from the first Occupation of the Development; and
- (e) To make available to the Council within 14 Working Days of receipt of notice from the Council in writing:
 - (i) evidence of compliance with the requirements of this Part 5 of Schedule 1 and/or
 - (ii) hard copies of the Service Details.

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: _____

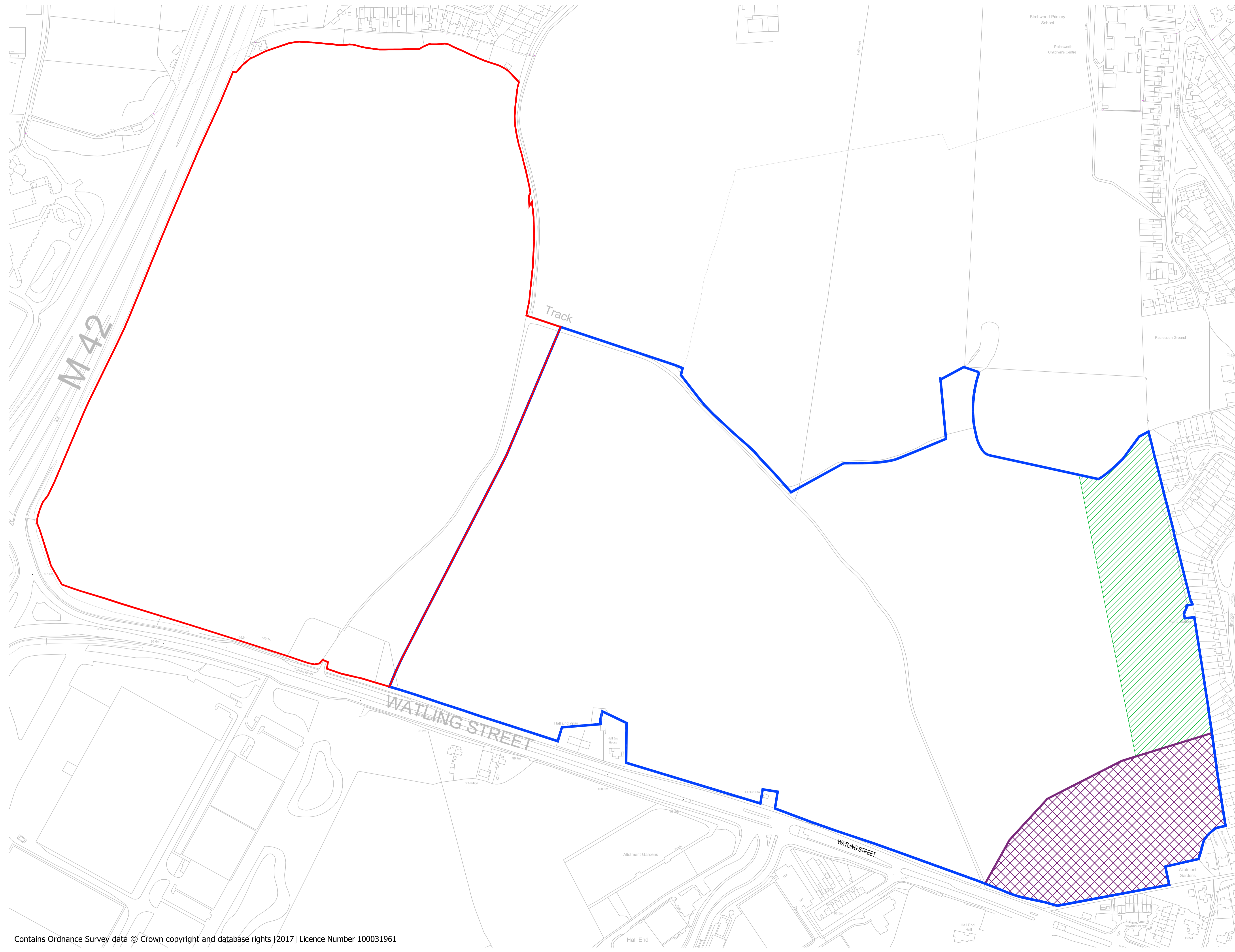
Name (in BLOCK CAPITALS): _____

Address: _____

Appendix 1

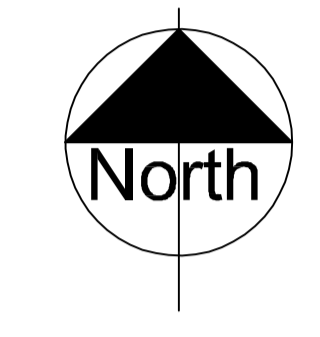
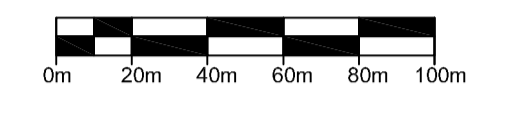
PLANS

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



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

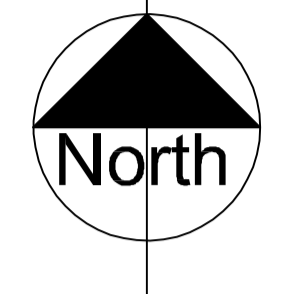
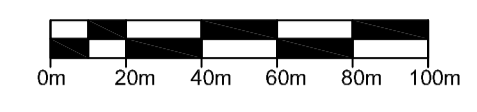
Client
HODGETTS ESTATES

Drawing Title
PLAN 1

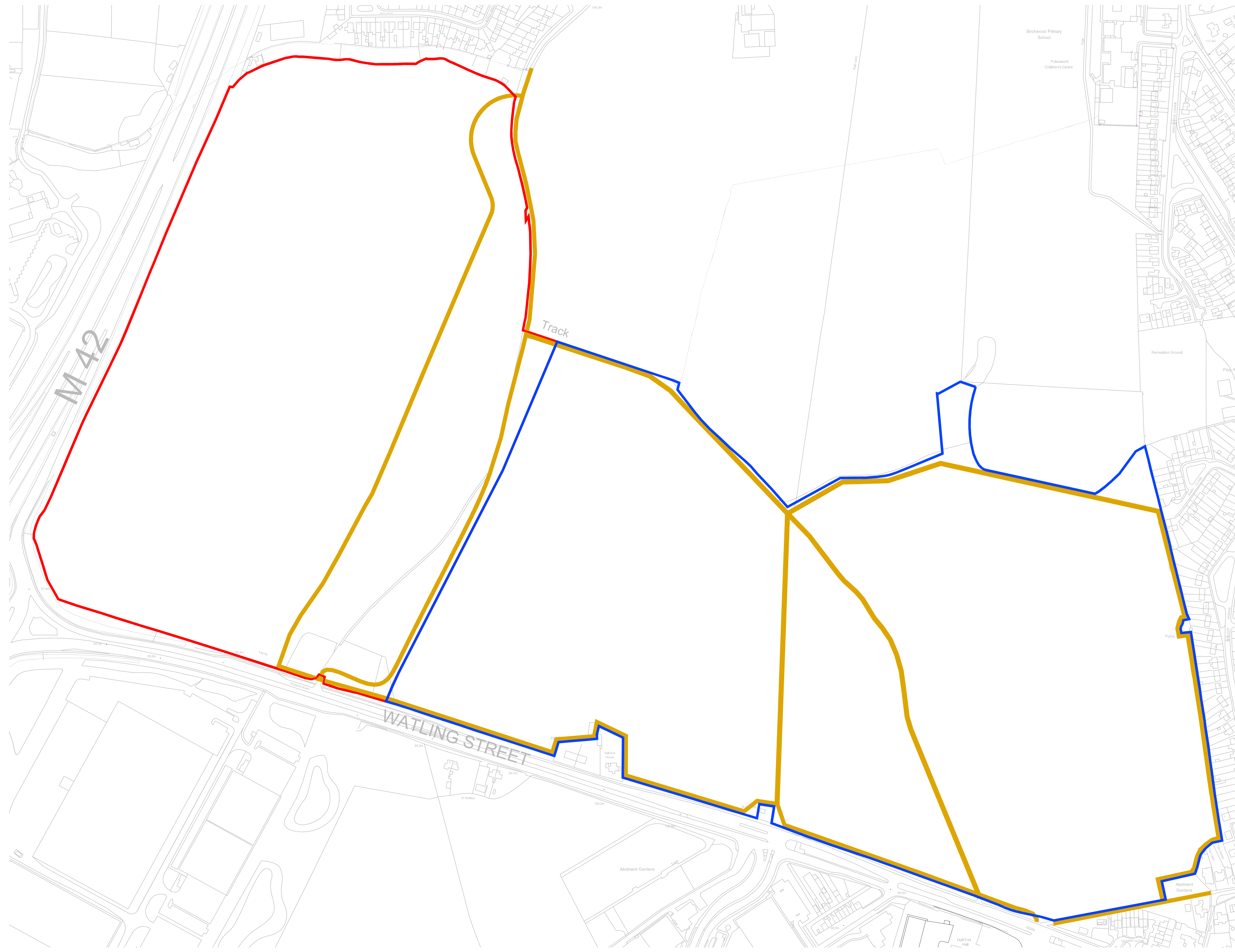
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Project	Originator	Zone	Level	Type	Role	Number	Rev.
4263	CA	00	00	DR	A	00092	P2

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

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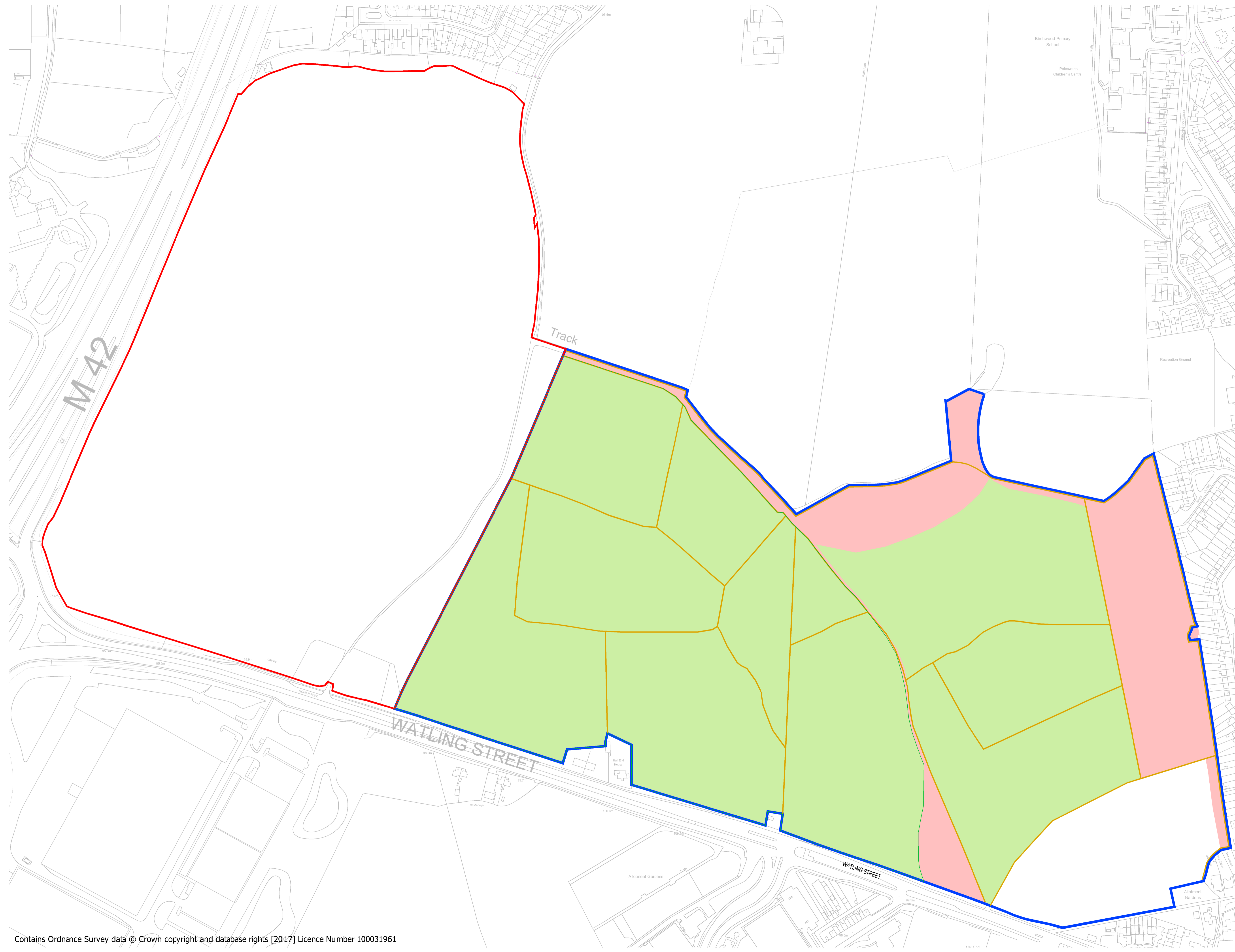
Project
LAND NORTH EAST OF J10 M42, DORDON

Client
HODGETTS ESTATES

Drawing Title
PLAN 2

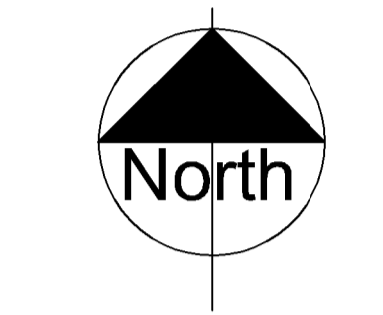
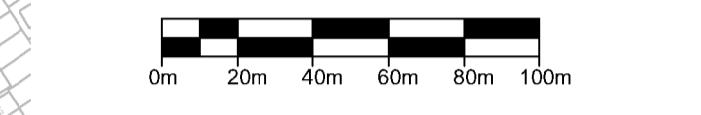
Scale	Site	Drawn	Checked	Date
1:2000	A1	IK	NH	18/06/2024

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

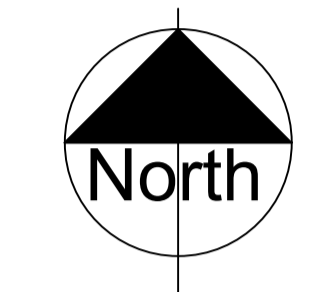
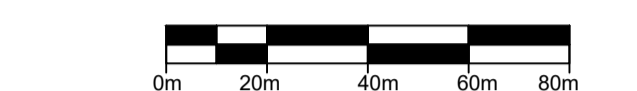
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Project	LAND NORTH EAST OF J10 M42, DORDON						
Client	HODGETTS ESTATES						
Drawing Title	PLAN 3						
Scale	Size	Drawn	Checked	Date			
1:2000	A1	IK	NH	18/06/2024			
Project	Originator	Zone	Level	Type	Role	Number	Rev.
4263	CA	00	00	DR	A	00094	P3



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- 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