



OAKLANDS FARM SOLAR PARK

Applicant: Oaklands Farm Solar Ltd

SECTION 106 UNILATERAL UNDERTAKING – SKYLARKS

December 2024

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Version: Deadline 7

**UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE OF THE TOWN
AND COUNTRY PLANNING ACT 1990
relating to Oaklands Farm Solar Park**

Oaklands Farm Solar Limited (1)
and
Robin David Neilson (2)
to
South Derbyshire District Council (3)

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THIS UNILATERAL UNDERTAKING is made the 6th day of December 2024

BY:

- (1) **OAKLANDS FARM SOLAR LIMITED** (company registration number 12915335) care of BayWa r.e. UK Limited Ground Floor 5 Thistle Street Edinburgh EH2 1DF (the “**Developer**”);
- (2) **ROBIN DAVID NEILSON** of Catton Estate and Farm Catton Hall Derbyshire DE12 8LN (the “**Owner**”);

AND IS GIVEN TO:

- (3) **SOUTH DERBYSHIRE DISTRICT COUNCIL** of Civic Way Swadlincote Derbyshire DE11 0AH (the “**District Council**”)

RECITALS

- (A) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated.
- (B) On 8 February 2024 the Developer submitted an application for the Development, to the Secretary of State.
- (C) The Developer has agreed to enter into this development consent obligation by way of unilateral undertaking with the intention that the obligations contained in this Undertaking may be enforced by the District Council against the Owner and the Developer and their respective successors in title.

1 INTERPRETATION

The following definitions are rules of interpretation apply in this Undertaking:

1.1 Definitions:

- | | |
|------------------------------------|---|
| 1990 Act | means the Town and Country Planning Act 1990 as amended |
| 2008 Act | means the Planning Act 2008 as amended |
| Commencement of Development | means the carrying out in relation to the Development of any material operation as defined by section 155 of the 2008 Act provided that for the purposes of this Undertaking the following shall not be deemed to constitute Commencement of Development: |

- (a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions, demolition of buildings and removal of plant and machinery;
- (b) above ground site preparation for temporary facilities for the use of contractors;
- (c) remedial work in respect of any contamination or other adverse ground conditions;
- (d) diversion and laying of services;
- (e) the provision of temporary means of enclosure and site security for construction;
- (f) the temporary display of site notices or advertisements;
- (g) site clearance (including vegetation removal, demolition of existing buildings and structures);

and **Commence, Commenced, Commences** and **Commencing** shall be construed accordingly

Development

means the Oaklands Farm Solar Park authorised by the Development Consent Order

Development Consent Order

means the development consent granted by the Secretary of State pursuant to the application for the Development allocated reference number EN010122 authorising the construction operation and decommissioning of the Development

Land

means that part of the land known as Overfields Farm Coton in the Elms Walton Upon Trent shown edged red on the Plan and being part of the land registered at HM Land Registry with title absolute under title

number DY5394 against which this Undertaking may be enforced

- Plan** means the plan at Appendix 1 of this Undertaking
- Secretary of State** means the Secretary of State for Energy Security and Net Zero
- Skylark Mitigation Areas** means the skylark mitigation plots to be provided managed and maintained on the Land in accordance with the Skylark Mitigation Strategy to be approved by the District Council in accordance with this Undertaking
- Skylark Mitigation Strategy** means a strategy for the long-term management of the Skylark Mitigation Areas to include the following:
- (a) the purpose and conservation objectives of the Skylark Mitigation Areas;
 - (b) a detailed methodology for implementation management and maintenance of the Skylark Mitigation Areas;
 - (c) details of the Skylark Mitigation Areas within the Land; and
 - (d) details of the organisation/personnel who are to be responsible for the implementation of the strategy with contact details.
- Undertaking** means this Undertaking
- Working Day** means any day which is not a Saturday and Sunday a bank holiday or a public holiday in England

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the District Council the successor to its statutory functions.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provision of this Deed) from time to time.
- 1.10 References to clauses are to the clauses of this Deed.
- 1.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where an undertaking falls to be performed by more than one person, the undertaking can be enforced against every person so bound jointly and against each of them individually.

2 EFFECT OF THIS UNDERTAKING

- 2.1 This Undertaking is made as a deed pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Undertaking are development consent obligations for the purposes of section 106 of the 1990 Act and are enforceable by the District Council.
- 2.2 The obligations contained in this Undertaking shall come into effect on the date of coming into force of the Development Consent Order.

3 OBLIGATIONS OF THE OWNER AND THE DEVELOPER

- 3.1 Subject to Clause 3.2 the Owner and the Developer undertake:
 - (a) not to start Commencement of Development pursuant to the Development Consent Order until the Skylark Mitigation Strategy has been submitted to and approved in writing by the District Council;

- (b) that the Skylark Mitigation Areas will be managed in accordance with the approved Skylark Mitigation Strategy for a period of up to 40 years from the Commencement of Development; and
- (c) to not permit or allow any activities in the Skylark Mitigation Areas during the lifetime of the Development other than those in accordance with the provisions of the approved Skylark Mitigation Strategy.

3.2 The undertakings in Clause 3.1 above are given subject to the District Council's approval of the Skylark Mitigation Strategy not being unreasonably withheld or delayed.

4 TERMINATION OF THIS UNDERTAKING

4.1 The obligations in this Undertaking shall immediately terminate if:

- (a) consent for the Development Consent Order is:
 - (i) refused and such refusal is not challenged by way of statutory challenge under the 2008 Act;
 - (ii) granted and then subsequently quashed, revoked or otherwise withdrawn without the consent of the Developer and in the event that the Development Consent Order is quashed and subject to redetermination by the Secretary of State the Secretary of State refuses the Development Consent Order on redetermination;
 - (iii) granted and then subsequently not implemented before the Development Consent Order lapses and no extension of the Development Consent Order is obtained; or
- (b) the Development is decommissioned in accordance with Requirement 22 (decommissioning and restoration) of the Development Consent Order.

5 MISCELLANEOUS

5.1 If any provision of this Undertaking shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed to be thereby affected or impaired.

5.2 The Developer shall request that this Undertaking is registered as a local land charge by the District Council following its completion.

5.3 Any notices served pursuant to this Undertaking shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party or such other address as may be notified in writing to the relevant party from time to time.

5.4 Where any notice is served pursuant to clause 5.3 on the Developer a copy will also be sent by email to Ashley McInnes at Ashley.McInnes@baywa-re.co.uk and or such other email address as may be notified in writing to the relevant party from time to time.

6 JURISDICTION

6.1 This Undertaking shall be governed and construed in accordance with English and Welsh law as applied in England and the parties submit to the jurisdiction of the English and Welsh courts.

7 DELIVERY

7.1 The provisions of this Undertaking (other than this clause which shall be of immediate effect) shall be of no effect until this Undertaking has been dated.

IN WITNESS whereof the parties hereto have executed this Undertaking on the day and year first before written.

Executed as a DEED by
OAKLANDS FARM SOLAR LIMITED
acting by JOHN MILLIGAN a Director and
CHRISTINE MCGREGOR a Director

)
)
)
)
)
)
)

DocuSigned by:
[Redacted]
022BFD5FEC35490...
.....
Director
DocuSigned by:
[Redacted]
2D0C5B7A971E4C7...
.....
Director

Executed as a DEED by

ROBIN DAVID NEILSON

DocuSigned by:
[Redacted]
BF89E85E004E4BB.....

Robin David Neilson

in the presence of:

Witness

Signed by:
[Redacted]

Signature.....

AD6265D4C4FD481.....

Witness

Ellen Lilley

Name.....

Address.....

[Redacted]
[Redacted]

Occupation..... Office Assistant

Appendix 1

Plan

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 Mitigation Area

DocuSigned by:

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AD6265D4C4FD481...

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NOTES:	FIGURE REF: OAK26b.v1	
	DATE OF ISSUE: 16/10/2024	
	1:5000 @ A3	PRODUCED: MCE ISSUED TO: AGY



FIGURE:
Mr R.D. Neilson - Skylark Mitigation Area Plan



PROJECT:
Oaklands

Spatial Reference:
Name: British National Grid
PCS: British National Grid
GCS: GCS OSGB 1936
Projection: Transverse Mercator

0 90 180 Meters

0 2.5 5 Kilometers

