

Tritax Symmetry (Hinckley) Limited

## **HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE**

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### **The Hinckley National Rail Freight Interchange Development Consent Order**

Project reference TR050007

### **Draft Section 106 Unilateral Undertaking**

Document reference: 9.2

Revision: 01

**February 2024**

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Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations  
2009 (as amended) Regulation 5(2)(q)

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Dated: 202[ ]

**DEVELOPMENT CONSENT OBLIGATION BY UNILATERAL UNDERTAKING**

**under section 106 of the Town and Country Planning Act 1990 (as amended)  
relating to The Hinckley National Rail Freight Interchange**

**Given by:**

- (1) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE**
- (2) **DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY**
- (3) **ANNE ELIZABETH WINCOTT**
- (4) **MADLINE MACE**
- (5) **JOHN CHARLES FOXON**
- (6) **ANDREW GEORGE WINCOTT**
- (7) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE**
- (8) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON**
- (9) **ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JANE ELLIS**
- (10) **TRITAX SYMMETRY (BARWELL) LIMITED**
- (11) **BARCLAYS BANK UK PLC**
- (12) **TRITAX SYMMETRY (HINCKLEY) LIMITED**

**To:**

- (13) **LEICESTERSHIRE COUNTY COUNCIL**
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**THIS UNDERTAKING** is made on

[ ]

**GIVEN BY:**

- (1) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the First Owner"**)
- (2) **DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY** of Woodhouse Cottage, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE and the Blue Bell Inn, Long Street, Stoney Stanton, Leicester, Leicestershire, LE9 4DQ (**"the Second Owner"**)
- (3) **ANNE ELIZABETH WINCOTT** of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE (**"the Third Owner"**)
- (4) **MADLINE MACE** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH (**"the Fourth Owner"**)
- (5) **JOHN CHARLES FOXON** of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH (**"the Fifth Owner"**)
- (6) **ANDREW GEORGE WINCOTT** of Woodhouse Farm, Elmesthorpe, Leicestershire (**"the Sixth Owner"**)
- (7) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the Seventh Owner"**)
- (8) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH (**"the Eighth Owner"**)
- (9) **ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JANE ELLIS** of Woodhouse Farm, Burbage Common Road, Elmesthorpe Leicester LE9 7SE and of Cyden Hill, Offchurch Road, Hunningham, Leamington Spa (**"the Ninth Owner"**)
- (10) **TRITAX SYMMETRY (BARWELL) LIMITED (CO 11331747)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**"the Tenth Owner"**).
- (11) **BARCLAYS BANK UK PLC (CO 9740322)** of 1 Churchill Place, London, England, E14 5HP (**"the First Mortgagee"**)
- (12) **TRITAX SYMMETRY (HINCKLEY) LIMITED (CO 10885167)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**"the Developer"**)

**TO:**

- (14) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (**"the County Council"**)

**BACKGROUND**

- (A) The County Council is a planning authority for the purposes of the 1990 Act and the highway authority as defined in the Highways Act 1980 for the area in which the Obligation Land is located and by whom the obligations contained in this Undertaking are enforceable.
- (B) The Obligation Land forms part of the Order Limits of the DCO.

- (C) The First Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT79367 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (D) The Second Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT237757 and LT402144 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (E) The Third Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT247308 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (F) The Fourth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title numbers LT260280 and LT278346 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (G) The Fifth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT264055 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (H) The Sixth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT325644 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (I) The Seventh Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT339299 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (J) The Eighth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT362270 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (K) The Ninth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT490587 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (L) The Tenth Owner is the freehold owner of the part of the Obligation Land registered at HM Land Registry under title number LT117872 free from encumbrances that would prevent the Owner entering into this Undertaking.
- (M) The Mortgagee has a registered charge dated 3<sup>rd</sup> July 2007 over the Second Owner's title LT237757.
- (N) The Developer has the benefit of various options to acquire the Obligation Land and is the freehold owner of the parts of the Obligation Land registered at HM Land Registry under title numbers LT371683 and LT273590 free from encumbrances that would prevent the Owner entering into this Agreement. The Developer intends to construct and operate the Development as authorised by the DCO.
- (O) The Owners have agreed to enter into this Undertaking with the intention that the obligations contained in this Undertaking may be enforced by the County Council against the Owners and their successors in title and to ensure the Development is regulated by the obligations as set out.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1 In this Undertaking, the following words and expressions have the following meanings:

<b>"1990 Act"</b>	the Town and Country Planning Act 1990 (as amended)
<b>"2008 Act"</b>	the Planning Act 2008 (as amended)
<b>"Application"</b>	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
<b>"Commencement Date"</b>	the date specified in <b>clause 3.1</b> and "Commencement of Development" and "Commence Development" shall be construed accordingly
<b>"the DCO"</b>	the development consent order to be made under the 2008 Act currently titled The Hinckley National Rail Freight Interchange Order 202[X]
<b>"the Development"</b>	the development authorised by the DCO
<b>"Index Linked"</b>	increased by any such percentage (if any) as the figure for the Relevant Index most recently published prior to the date of payment of the sum to be paid bears to the most recently published figure for such index prior to the date of this Undertaking
<b>"Obligation Land"</b>	the land shown edged red on <b>Plan 1</b> to which the obligations in this Undertaking apply
<b>"Occupation"</b>	the Occupation for use for which the relevant Unit was designed excluding occupation for the sole purpose of construction fitting out security marketing or repair and "Occupy" and "Occupied" shall be construed accordingly
<b>"Order Limits"</b>	the order limits of the DCO shown edged red on <b>Plan 2</b>
<b>"the Owners"</b>	collectively the First Owner, the Second Owner, the Third Owner, the Fourth Owner, the Fifth Owner, the Sixth Owner, the Seventh Owner, the Eighth Owner, the Ninth Owner and the Tenth Owner or either one of them or group of them as the case may be
<b>"Plan 1"</b>	the Plan attached at <b>Appendix 1</b>
<b>"Plan 2"</b>	the Plan attached at <b>Appendix 2</b>
<b>"Relevant Index"</b>	the All in Tender Price Index of Buildings Cost Information Services as published by the Royal Institution of Chartered Surveyors
<b>"Unit"</b>	a warehouse on the Development constructed pursuant to the DCO and "Units" shall be interpreted accordingly
<b>"Working Day"</b>	any day falling between Monday and Friday (both days inclusive) upon which the clearing banks in the City of London are open for normal business which is not Good Friday or a statutory bank holiday

- 1.2 In this Undertaking:
- 1.2.1 further definitions are contained in **Schedule 1**
  - 1.2.2 the clause headings do not affect its construction or interpretation;
  - 1.2.3 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Undertaking and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
  - 1.2.4 words importing the singular meaning where the context so admits include the plural meaning and vice versa;
  - 1.2.5 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 interchangeably in that manner;
  - 1.2.6 all obligations made on or behalf of all the Owners are enforceable against all of the Owners jointly and severally unless there is an express provision otherwise;
  - 1.2.7 references to any statute or statutory provision include references to:
    - 1.2.7.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
    - 1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
  - 1.2.8 references to the Obligation Land include any part of it;
  - 1.2.9 references to any party in this Undertaking include the successors in title of that party and in the case of the County Council includes any successor local planning authority and local highway authority exercising planning powers under the 1990 Act "including" means "including, without limitation";
  - 1.2.10 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
  - 1.2.11 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Undertaking is to be unaffected.
- 1.3 All third party rights arising under the Contracts (Rights of Third Parties) Act 1999 are excluded and no one other than the County Council and the Owners and as defined their successors in title or successor authorities shall have any right to enforce any obligation or term of this Undertaking.

## 2. **EFFECT OF THIS UNDERTAKING**

- 2.1 This Undertaking is made pursuant to section 106 of the 1990 Act as amended by s174 of the 2008 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the planning obligations contained in **clauses 4.1** and **schedules 1 to 3 (inclusive)** shall bind the interest of the Owners and their successors in title and assigns to the Obligation Land and each and every party of the Obligation Land.

- 2.2 The Developer enters into this Undertaking to bind any legal interests it has in the Obligation Land. However the Developer shall only be liable in respect of such part of the Obligation Land as it has a legal interest.
- 2.3 Nothing in this Undertaking restricts or is intended to restrict the proper exercise at any time by the County Council of any of their statutory powers, functions or discretions in relation to the Obligation Land or otherwise.
- 2.4 Obligations to perform or carry out works or activities on any part of the Obligation Land or to observe and perform and perform and obligations only relating to part of the Obligation Land shall only be enforceable against persons with an interest in the part of the Obligation Land to which that obligation relates.
- 2.5 This Undertaking may be registered as a local land charge by the County Council.

### 3. COMMENCEMENT DATE

- 3.1 Save where specifically provided to the contrary the obligations contained in **clause 4.1** and **Schedule 1** to this Undertaking will not come into effect until the date on which the DCO has been granted and Development commences through the carrying out on the Obligation Land of a material operation as specified in section 56(4) of the 1990 Act PROVIDED THAT the following operations will not constitute a material operation for the purposes of this Undertaking:
- 3.1.1 the erection of any temporary means of enclosure for the purposes of Obligation Land security;
- 3.1.2 the temporary display of advertisements;
- 3.1.3 archaeological investigations or investigations for the purpose of assessing ground conditions or surveys;
- 3.1.4 remedial work in respect of any contamination or other adverse ground conditions;
- 3.1.5 provision of temporary site access for construction traffic;
- 3.1.6 the demolition of any existing buildings or structures;
- 3.1.7 the clearance of the Obligation Land;
- 3.1.8 pegging out;
- 3.1.9 tree protection;
- 3.1.10 testing and sampling (including soil testing);
- 3.1.11 works for the provision or diversion of drainage or mains services to prepare the Obligation Land for development or works to statutory undertaker's apparatus;
- 3.1.12 erecting contractors' compounds;
- 3.1.13 any other preparatory works as may be agreed in writing with the County Council.

4. **OBLIGATIONS OF THE OWNERS**

- 4.1 The Owners covenant with the County Council to comply with their obligations set out in **Schedule 1** in relation to the Development.
- 4.2 No person will be liable for any breach of the terms of this Undertaking occurring after parting with their interest in the Obligation Land or the part of the Obligation Land in respect of which such breach occurs but they will remain liable for any breaches of this Undertaking occurring before that date.

5. **FUTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS**

- 5.1 Nothing in this Undertaking shall prohibit or limit or affect in any way the right to develop any part of the Obligation Land in accordance with a planning permission issued pursuant to the 1990 Act or a development consent order granted pursuant to the 2008 Act (other than the DCO) either before or after the date of this Undertaking.

6. **TERMINATION OF THIS UNDERTAKING**

- 6.1 This Undertaking will come to an end if the DCO is quashed, cancelled or revoked prior to the Commencement of Development.

7. **NOTICES**

- 7.1 Any notice, demand or any other communication served under this Undertaking will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 7.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Undertaking or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department.
- 7.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 7.3.1 if delivered by hand, at the time of delivery;
- 7.3.2 if sent by first class post, on the second Working Day after posting; or
- 7.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 7.4 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 7.5 For the avoidance of doubt, where proceedings have been issued in the Court of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. **THE COUNTY COUNCIL'S LEGAL FEES**

- 8.1 Upon completion of this Undertaking the Developer is to pay to the County Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Undertaking up to the amount of £1,900 (TBC) (no VAT).



9. **WAIVER**

- 9.1 No waiver (whether expressed or implied) by the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. **CHANGE IN OWNERSHIP**

- 10.1 The Owners agree with the County Council to give the County Council written notice within seven (7) days of any change in ownership of any of their respective interests in the Obligation Land (with the exception of transfers to statutory undertakers) occurring before all the obligations under this Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Obligation Land or unit of occupation purchased by reference to a plan.

11. **JURISDICTION**

- 11.1 This Undertaking is to be governed by and interpreted in accordance with the laws of England.
- 11.2 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Undertaking.

12. **INDEXATION**

- 12.1 It is agreed that all amounts specified in or ascertainable by reference to this Undertaking shall be Index Linked (unless specified otherwise) from the date of this Undertaking -until the date a contribution amount or payment is due to be paid.
- 12.2 If the Relevant Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Undertaking.

13. **INTEREST**

- 13.1 If any payment due to the County Council under this Undertaking is paid late interest will be payable from the date payment is due to the date of payment at 4% above the base lending rate of Barclays Bank plc prevailing at the time unless otherwise expressly stated in this Undertaking.

14. **AGREEMENT**

- 14.1 When the agreement, approval, consent or expression of satisfaction is required by the Owner from the County Council under the terms of this Undertaking such agreement, approval, consent or expression of satisfaction:
- 14.1.1 must be evidenced in writing; and
- 14.1.2 except when stated to be entirely at the discretion of the County Council shall not be unreasonably withheld.

15. **MORTGAGEE'S CONSENT**

- 15.1 The Mortgagee consents to the relevant Owners entering into and the completion of this Undertaking and declare that its interest in the Obligation Land shall be bound by the terms of this Undertaking as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Obligation Land and for the avoidance of doubt the Mortgagee shall

otherwise have no liability under this Undertaking unless and until it becomes mortgagee in possession in which case it shall be bound by the obligations contained herein as if it were a successor in title to the relevant Owners.

16. **EXECUTION**

- 16.1 The parties have executed this Undertaking as a deed and it is delivered on the date set out above.

## SCHEDULE 1

### Covenants with the County Council

#### Definitions

<b>"Archaeology Monitoring Fee"</b>	the sum of £7,315 (seven thousand three hundred and fifteen pounds) (Index Linked) as a contribution towards the County Council's costs associated with monitoring compliance with the Archaeological Works
<b>"Archaeology Works"</b>	the archaeological works to be carried out as part of the Development as authorised by the DCO
<b>"Bus Pass"</b>	<u>up to one (1) adult bus pass per Employee issued by the local bus services provider following an application by the Employee at any time prior to the expiry of six (6) months immediately following the Occupation of the relevant Unit in which the Employee is employed, such pass to entitle the holder of the bus pass to travel free of charge for a temporary period of six (6) months from the date of issue for travel between the Development and his/her place of residence and "Bus Passes" shall be construed accordingly</u>
<b>"Construction Traffic Routeing Scheme"</b>	<u>a scheme agreed in writing between the Owners and the County Council to include details of the routeing of construction traffic to and from the Development (including any off-site highway works) during the period that the Development is being constructed, such routeing to be shown by reference to a plan in order to assess and manage the impact of construction works on the road network</u>
<b>"Contributions"</b>	the Traffic Regulation Order Contribution and the Gibbet Hill Contribution
<b>"Employee"</b>	<u>an employee to be employed at the Development</u>
<b>"Framework Travel Plan"</b>	a travel plans to be approved pursuant to Requirement 8 of Part 1 of Schedule 2 of the DCO
<b>"Gibbet Hill Contribution"</b>	<u>the sum of £[ ] ([ ] pounds) (Index Linked) to be paid to the County Council to be subsequently transferred in full to WCC, as a proportionate contribution towards the Gibbet Hill Contribution Purpose</u>

**Commented [CS1]:** LCC will agree, in principle, to accept the monies and transfer them to WCC, provided that the figure and purpose can be agreed. If this cannot be agreed LCC will not agree to this obligation. Please can Eversheds advise if they have now received instruction from their client on this matter.

<b>"Gibbet Hill Contribution Purpose"</b>	highway works and improvements to the part of the road network within Warwickshire known as Gibbet Hill roundabout
<b>"HGV Routeing Monitoring Fee"</b>	the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Route Monitoring Meeting towards the County Council's costs associated with attending HGV Route Monitoring Meetings
<b>"HGV Routeing Monitoring Meeting"</b>	a meeting to be attended by the County Council within one year of first Occupation (unless requested sooner by one of the parties of the HGV Strategy Steering Group) and thereafter annually (unless the Group agrees to meet more than once annually), for a period of no less than 10 years from the date of the first meeting attended subsequently upon identification and consideration of any reported breaches of the HGV Route Management Plan and Strategy
<b>"HGV Route Management Plan and Strategy"</b>	the HGV route management plan and strategy to be complied with pursuant to Requirement 18 of Part 1 of Schedule 2 of the DCO
<b>"Monitoring Fee"</b>	the sum of £300 (three hundred pounds) or 0.5% of the Contributions (whichever is the greater) as a contribution towards the County Council's costs associated with monitoring compliance with this Undertaking
<b>"Occupier Travel Plan"</b>	a travel plan specific to a Unit on the Development to be approved pursuant to Requirement 8 of Part 1 of Schedule 2 of the DCO and based on the Framework Travel Plan
<b>"Occupier Travel Plan Monitoring Fee"</b>	the sum of £6,000 (six thousand pounds) per Occupier Travel Plan as a contribution towards the County Council's costs associated with monitoring compliance with the Occupier Travel Plan
<b>"Practical Completion"</b>	the date at which the Developer's independent Employers Agent warrants that the final Unit on the Development is completed
<b>"Works and Skills Plan"</b>	the agreed works and skills plan framework appended to this Undertaking at Appendix 3
<b>"Works and Skills Plan Monitoring Meeting"</b>	a meeting to be attended by the County Council to be held on a twice a year (unless otherwise agreed by the permanent members of the Work and Skills Group) basis (unless the frequency is reduced in agreement with the County Council) (until a period of 1 year following Practical Completion final Occupation of the final Unit) (for a total number of 10 meetings) to monitor compliance with the Works and Skills Plan

**Commented [CS2]:** As above.

**Commented [ES3]:** Amendments made for consistency with the obligations given to BDC and HBBC - the obligations are identical

**Commented [RH4R3]:** LCC can agree to this subject to suggested amends

**Commented [CS5]:** Definition not required.

**Commented [RH6]:** LCC can accept subject to proposed amends

<b>"Works and Skills Plan Monitoring Fee"</b>	the sum of £1,440 (one thousand four hundred and forty pounds) payable per Works and Skills Plan Monitoring Meeting towards the County Council's costs associated with attending the Works and Skills Plan Meetings
<b>"Traffic Regulation Order"</b>	an order to be made under the Road Traffic Regulation Act 1984 relating to traffic restrictions or speed limit changes following technical approval of the highway works referred to in Requirement 5 of Part 1 of Schedule 2 of the DCO
<b>"Traffic Regulation Order Contribution"</b>	the sum of:  (a) £8,756 (eight thousand seven hundred and fifty six pounds) (Index Linked) in respect of traffic restrictions (on a maximum of 3 (three) roads); or  (b) £9,392 (nine thousand three hundred and ninety two pounds) (Index Linked) in respect of speed limit changes,  payable per Traffic Regulation Order required
<b>"Travel Pack"</b>	a pack providing information on public transport and other means of sustainable travel to and from the Development other than by means of private car including an application form for a bus pass
<b>"Travel Pack Administration Fee"</b>	the sum of £500 (five hundred pounds) as a contribution towards the County Council's costs associated with reviewing and approving the Travel Pack
<b>"Travel Plan Co-ordinator"</b>	the person responsible for the implementation of the Framework Travel Plan and the Occupier Travel Plans for the lifetime of the Development
<b>"Travel Plan Monitoring Fee"</b>	the sum of £11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) as a contribution towards the County Council's costs associated with monitoring compliance with the Framework Travel Plan
<b>"WCC"</b>	Warwickshire County Council

#### THE OWNERS' COVENANTS

The Owners covenant to:

1. **PART 1 – Travel Packs and Bus Passes**

Commented [RH7]: Deletion not agreed

1.1 No later than 2 (two) months prior to the first Occupation of the Development:

1.1.1 to submit a sample Travel Pack to the County Council together with the Travel Pack Administration Fee for approval in writing; and

1.1.2 not to Occupy the Development until such approval has been given.

~~Prior to the first Occupation of all relevant Units: Deliver one Travel Pack directly to each Employee upon commencement of their employment.~~

~~Notify the County Council of the number of Travel Packs issued after the expiry of six (6) months from first Occupation of each Unit.~~

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~~Provide each Employee commencing employment at the Development with a Bus Pass following receipt of a written request from such Employee for a period of up to six (6) months from the first Occupation of the Unit in which they are employed.~~

1.2 ~~Notify the County Council of the number of Bus Passes issued after the expiry of six (6) months from first Occupation of each Unit.~~

Commented [CS8]: Deletion not agreed. Unable to track change

2. **Part 2 – Travel Plan**

2.1 To appoint a Travel Plan Co-ordinator no later than three (3) months prior to first Occupation of the Development, and to ensure that the Travel Plan Co-ordinator remains in place for the lifetime of the Development.

2.2 To pay the Travel Plan Monitoring Fee to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the County Council.

2.3 To pay the Occupier Travel Plan Monitoring Fee payable for a relevant Unit to the County Council prior to first Occupation of the relevant Unit and not to Occupy the relevant Unit until the Occupier Travel Plan Monitoring Fee has been paid to the County Council.

3. **Part 3 – Archaeology Monitoring Fee**

3.1 To pay the Archaeology Monitoring Fee to the County Council prior to Commencement of Development and not to Commence Development until the Archaeology Monitoring Fee has been paid to the County Council.

4. **Part 4 – Traffic Regulation Contribution**

4.1 To pay the Traffic Regulation Order Contribution to the County Council in the event that the Owner requires the making of a Traffic Regulation Order in connection with the Development no later than 30 days following technical approval of the highway works referred to in Requirement 5 of Part 1 of Schedule 2 of the DCO.

5. **Part 5 – HGV Route Monitoring Fee**

5.1 To pay the HGV Route Monitoring Fee per HGV Route Monitoring Meeting to the County Council within 30 days of a written request from the County Council.

6. **Part 6 – Works and Skills Plan Monitoring Fee**

6.1 To pay the Works and Skills Plan Monitoring Fee per Skills and Training Plan Monitoring Meeting to the County Council within 30 days of a written request from the County Council.

7. **Part 7 – Monitoring Fee**

7.1 To pay the Monitoring Fee to the County Council prior to first Occupation of the Development and not to Occupy the Development until the Monitoring Fee has been paid to the County Council.

8. **Part 8 – Gibbet Hill**

~~7.28.1 Not to Commence Development unless and until written evidence has been provided to the County Council that the Gibbet Hill Contribution has been paid to WCC in the County Council in full and transferred by the County Council in full to WCC.~~

9. **Part 9 – Construction Traffic Routeing**

9.1 Not to Commence Development until a Construction Traffic Routeing Scheme has been submitted to and agreed in writing by the County Council to ensure that the construction traffic coming to or leaving the Development (including any off-site highway works) in the course of construction of any part of the Development causes minimum disruption to the surrounding area upon entering or leaving the Development.

9.2 To implement and monitor the approved Construction Traffic Routeing Scheme for the duration of the construction work at the Development.

9.3 To comply at all times with the Construction Traffic Routeing Scheme.

10. **Part 10 – Notifications**

10.1 To notify the County Council seven (7) days in advance of the Commencement of Development.

10.2 To notify the County Council seven (7) days in advance of first Occupation of the Development.

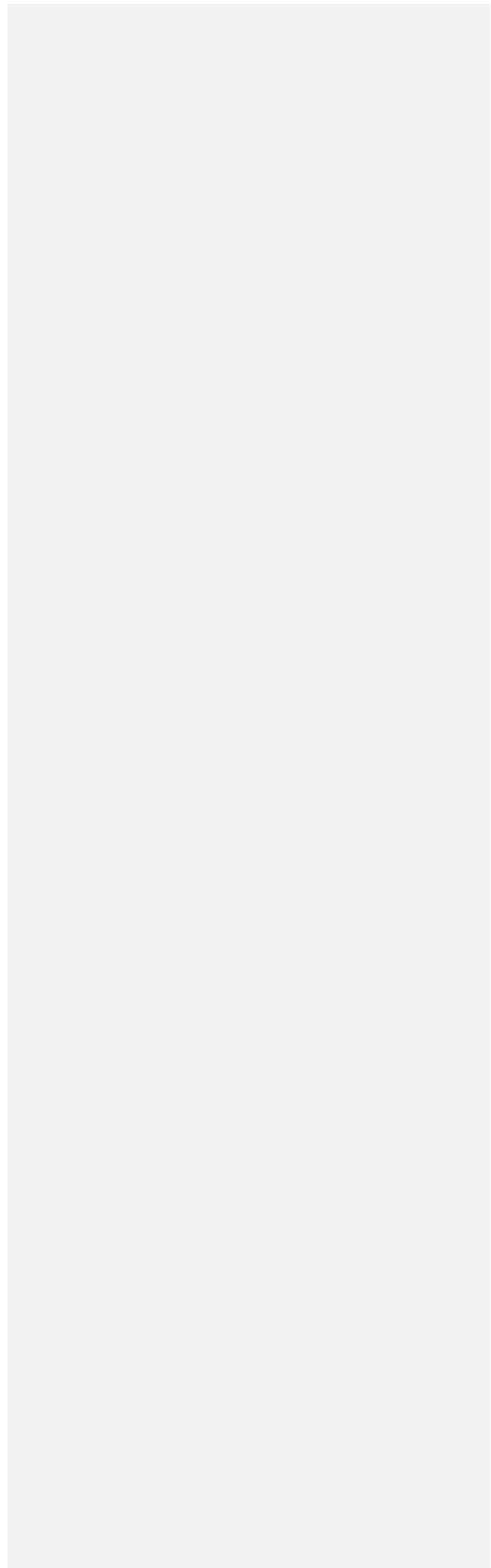
10.3 To notify the County Council seven (7) days in advance of first Occupation of each Unit.

Commented [ES9]: subject to instructions

Commented [RH10R9]: Please can Eversheds advise if they have received further instruction from their client. In addition, LCC require the suggested amendments to wording

Commented [CS11]: Deletion not agreed.

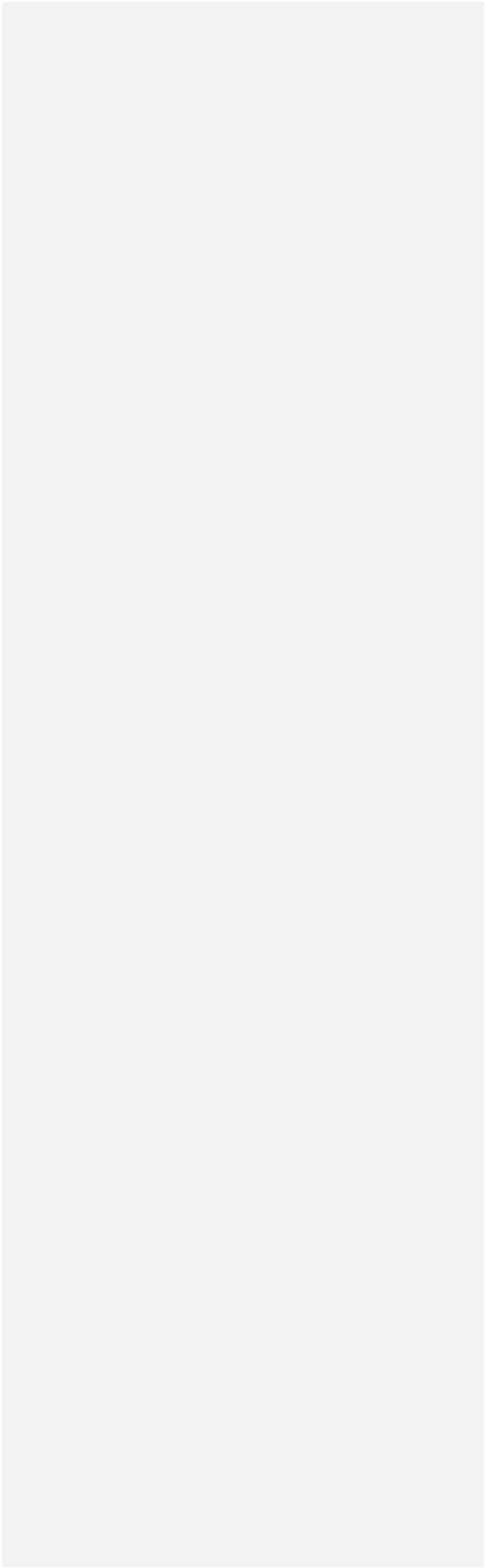
**APPENDIX 1**  
**PLAN 1 – Obligation Land**



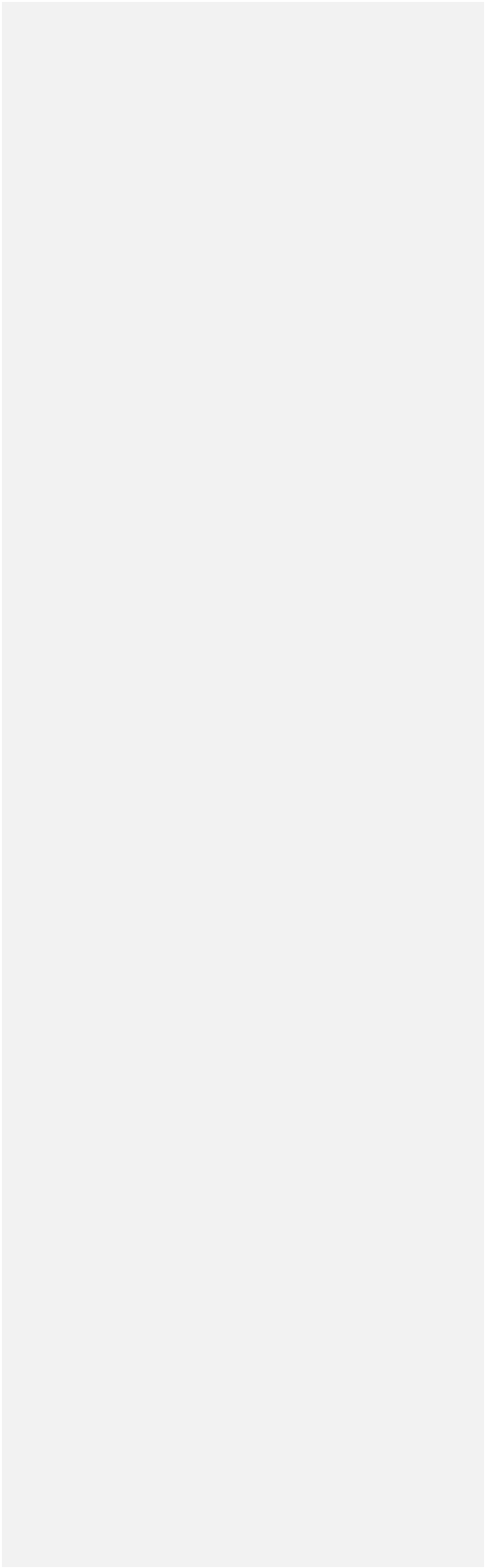


**APPENDIX 2**

**PLAN 2 – Order Limits**



**APPENDIX 3**  
**WORKS AND SKILLS PLAN**



**EXECUTED AS A DEED BY** )  
**TRITAX SYMMETRY (HINCKLEY) LIMITED** acting by ) .....  
in the presence of ) .....

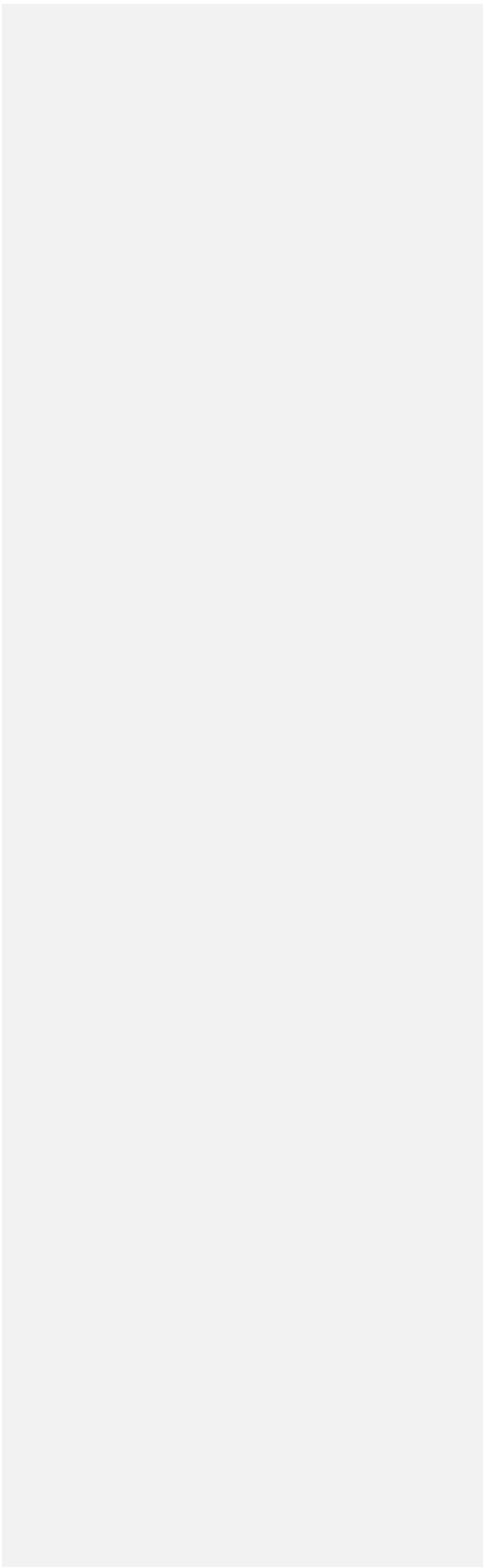
Witness Signature  
Name  
Address  
Occupation

**EXECUTED AS A DEED BY** )  
**TRITAX SYMMETRY (BARWELL) LIMITED** acting by ) .....  
in the presence of ) .....

Witness Signature  
Name  
Address  
Occupation

**EXECUTED AS A DEED BY** )  
**BARCLAYS BANK PLC** acting by its ) .....  
attorney(s) in the presence of ) .....

Witness Signature  
Name  
Address  
Occupation



Executed as a deed by  
**DAVID WILLIAM HEBBLETHWAITE**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by  
**CAROLINE MARGARET HEBBLETHWAITE**

.....

in the presence of:

**Signature**

Witness signature

Name

Address

Executed as a deed by  
**DAVID JOHN GAMBLE**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by  
**SUSAN ALEXANDRA SAMPEY**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by  
**ANNE ELIZABETH WINCOTT**

.....

in the presence of:

**Signature**

Witness signature

Name

Address

Executed as a deed by

**MADLINE MACE**

in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by

**JOHN CHARLES FOXON**

in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by

**ANDREW GEORGE WINCOTT**

in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by

**JAMES DANIEL HEBBLETHWAITE**

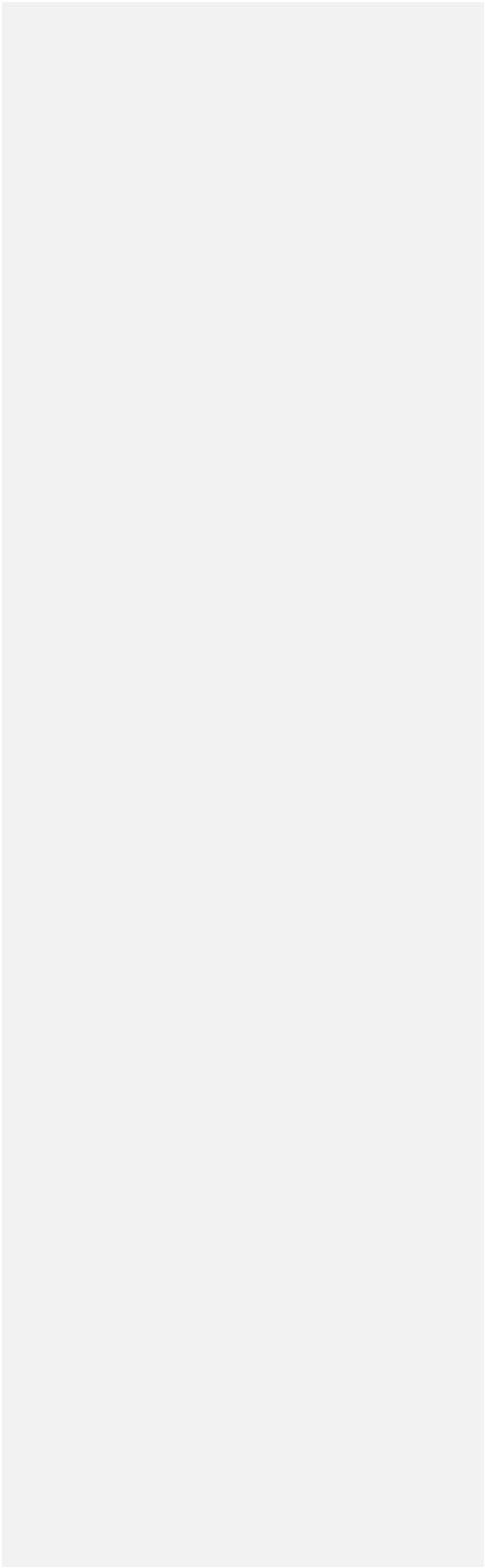
in the presence of:

.....  
**Signature**

Witness signature

Name

Address



Executed as a deed by  
**MATTHEW DAVID JOHNSON**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by  
**RACHEL JEAN JOHNSON**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

Executed as a deed by  
**CAROLINE JANE ELLIS**  
in the presence of:

.....  
**Signature**

Witness signature

Name

Address

