

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

Section 106 Agreement

Document reference: 9.1D

Revision: 01

8 March 2024

Planning Act 2008

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

Tritax Symmetry (Hinckley) Limited

**HINCKLEY NATIONAL
RAIL FREIGHT INTERCHANGE**

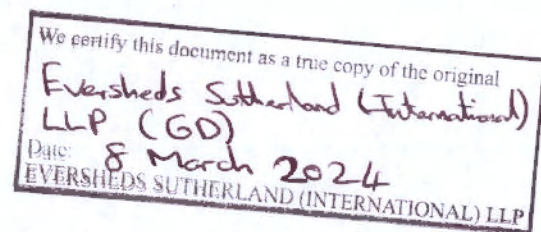
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Dated: 8 March 2024

- (1) BLABY DISTRICT COUNCIL
- (2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL
- (3) DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE
- (4) DAVID JOHN GAMBLE and SUSAN ALEXANDRA SAMPEY
- (5) ANNE ELIZABETH WINCOTT
- (6) MADELINE MACE
- (7) JOHN CHARLES FOXON
- (8) ANDREW GEORGE WINCOTT
- (9) DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE
- (10) MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON
- (11) ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JAYNE ELLIS
- (12) TRITAX SYMMETRY (BARWELL) LIMITED
- (13) BARCLAYS BANK UK PLC
- (14) TRITAX SYMMETRY (HINCKLEY) LIMITED

DEVELOPMENT CONSENT OBLIGATION

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

THIS AGREEMENT is made on

8th March

2024

BETWEEN:

- (1) **BLABY DISTRICT COUNCIL** of Council Offices, Desford Road, Narborough, Leicester, LE19 2EP (**"the District Council"**)
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (**"the Borough Council"**)
- (3) **DAVID WILLIAM HEBBLETHWAITE and CAROLINE MARGARET HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the First Owner"**)
- (4) **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"**)
- (5) **ANNE ELIZABETH WINCOTT** of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE (**"the Third Owner"**)
- (6) **MADELINE MACE** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH (**"the Fourth Owner"**)
- (7) **JOHN CHARLES FOXON** of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH (**"the Fifth Owner"**)
- (8) **ANDREW GEORGE WINCOTT** of Woodhouse Farm, Elmesthorpe, Leicestershire (**"the Sixth Owner"**)
- (9) **DAVID WILLIAM HEBBLETHWAITE and JAMES DANIEL HEBBLETHWAITE** of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE (**"the Seventh Owner"**)
- (10) **MATTHEW DAVID JOHNSON and RACHEL JEAN JOHNSON** of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH (**"the Eighth Owner"**)
- (11) **ANNE ELIZABETH WINCOTT, ANDREW GEORGE WINCOTT, and CAROLINE JAYNE ELLIS** of Woodhouse Farm, Burbage Common Road, Elmesthorpe Leicester LE9 7SE and of Cyden Hill, Offchurch Road, Hunningham, Leamington Spa (**"the Ninth Owner"**)
- (12) **TRITAX SYMMETRY (BARWELL) LIMITED (CO 11331747)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**"the Tenth Owner"**).
- (13) **BARCLAYS BANK UK PLC (CO 9740322)** of 1 Churchill Place, London, England, E14 5HP (**"the Mortgagee"**)
- (14) **TRITAX SYMMETRY (HINCKLEY) LIMITED (CO 10885167)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA (**"the Developer"**)

BACKGROUND

- (A) For the purposes of the 1990 Act, the District Council and the Borough Council are the local planning authorities for the area within which the Obligation Land is located and by whom the obligations contained in this Agreement are enforceable (as applicable).

- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (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 Agreement.
- (M) The Mortgagee has a registered charge dated 3rd 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 Agreement with the intention that the obligations contained in this Agreement may be enforced by the District Council and the Borough 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 Agreement, the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2008 Act"	the Planning Act 2008 (as amended)
"Application"	the application made pursuant to section 37 of the 2008 Act for the DCO to authorise the Development
"Commencement Date"	the date specified in clause 3.1 and Commencement of Development / Commence Development shall be construed accordingly
"Contributions"	means each and every financial payment to be paid by the Owners to the District Council in Schedules 1 to 2 inclusive
"the Councils"	the District Council and the Borough Council or either of them as the case may be
"the DCO"	the development consent order to be made under the 2008 Act currently titled The Hinckley National Rail Freight Interchange Order 202[X]
"the Development"	means the development authorised by the DCO
"Index Linked"	means 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 Agreement
"Obligation Land"	the land shown edged red on Plan 1 to which the obligations in this Agreement apply
"Occupation"	means 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
"Order Limits"	the order limits of the DCO shown edged red on Plan 2
"the Owners"	means 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, the Tenth Owner and the Developer or either one of them or group of them as the case may be.
"Plan 1"	the Plan attached at Appendix 1
"Plan 2"	the Plan attached at Appendix 2
"Relevant Index"	the Retail Price Index issued by the Office for National Statistics
"Unit"	a warehouse on the Development constructed pursuant to the DCO and "Units" shall be interpreted accordingly

"Unused"

means those monies which remain unspent by the District Council and/or the Borough Council (as relevant) for the avoidance of doubt any sums which the District Council and/or the Borough Council are contractually obliged to pay at a future date but which have not yet been paid shall not be considered unused for the purposes of this Agreement.

"Working Days"

means 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 Agreement:

- 1.2.1 further definitions are contained in **Schedules 1 to 2**
- 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 Agreement 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 all obligations made on behalf of all of the Owners as set out in Schedule 1 are enforceable by the District Council against all of the Owners jointly and severally;
- 1.2.8 all obligations made on behalf of all of the Owners as set out in Schedule 2 are enforceable by the Borough Council against all of the Owners of the Obligation Land jointly and severally;
- 1.2.9 references to any statute or statutory provision include references to:
 - 1.2.9.1 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
 - 1.2.9.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.10 references to the Obligation Land include any part of it;
- 1.2.11 references to any party in this Agreement include the successors in title of that party and in the case of the District Council and the Borough Council includes any successor local planning authority and local highway authority exercising planning powers under the 1990 Act "including" means "including, without limitation";

- 1.2.12 any covenant by the Owners or the District Council or the Borough Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing; and
- 1.2.13 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement 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 District Council, the Borough 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 Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement 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 **clause 4** and **schedules 1 to 2 (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 Agreement 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 Agreement restricts or is intended to restrict the proper exercise at any time by the District Council or the Borough 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 any 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 Agreement will be registered as a local land charge by the District Council and the Borough Council.

3. **COMMENCEMENT DATE**

- 3.1 Save where specifically provided to the contrary the obligations contained in **clauses 4.1 to 4.5** and **Schedules 1 to 2** to this Agreement 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 Agreement:
 - 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 District Council and the Borough Council.
- 3.2 For the avoidance of doubt the obligations in Part 1 paragraph 1.1 and Part 2 paragraph 2.1 of Schedule 1 and Part 1 paragraph 1.7 of Schedule 2 shall take effect from the date the DCO is granted.

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Owners agree with the District Council to comply with their obligations set out in **Schedule 1** in relation to the Development.
- 4.2 The Owners agree with the Borough Council to comply with their obligations set out in **Schedule 2** in relation to the Development.
- 4.3 The District Council agree with the Owners to comply with their obligations set out in **Schedules 1** in relation to the Development.
- 4.5 The Borough Council agree with the Owners to comply with their obligations set out in **Schedule 2** in relation to the Development.
- 4.6 The Owners shall provide the District Council and the Borough Council with written notice of:
 - 4.6.1 the intention to Commence Development no later than 10 Working Days prior to Commencement of Development;
 - 4.6.2 the intention to first Occupy the Development no later than 10 Working days prior to Occupation of the Development.
- 4.7 No person will be liable for any breach of the terms of this Agreement 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 Agreement occurring before that date.

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

- 5.1 Nothing in this Agreement 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 Agreement.

6. TERMINATION OF THIS AGREEMENT

- 6.1 This Agreement shall determine if the DCO is quashed, cancelled, revoked or expires prior to the Commencement of Development except to the extent that any obligation in this Agreement has been performed in whole or in part.
- 6.2 Where the Agreement comes to an end under **clause 6.1** the District Council and the Borough Council is, upon written request from any of the Owners, to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Obligation Land.
- 6.3 If the Owners make a request in writing for the District Council and the Borough Council to place a note against the entry made in the Local Land Charges register stating which obligations under this Agreement have been discharged and complied with, the District Council and the Borough Council will place such a note against the entry provided that no such request can be made on more than six occasions in each calendar year.

7. NOTICES

- 7.1 Any notice, demand or any other communication served under this Agreement 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 Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 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 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 courts in 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 COUNCIL'S' LEGAL FEES

- 8.1 Upon completion of this Agreement the Developer is to pay to the District Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of £5,200 (five thousand two hundred pounds)
- 8.2 Upon completion of this Agreement the Developer is to pay to the Borough Council their reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to the amount of £5,000 (five thousand pounds).

9. **DETERMINATION OF DISPUTES**

- 9.1 Subject to **clause 9.7**, if any dispute arises relating to or arising out of the terms of this Agreement either party may give the other written notice requiring the dispute to be determined under this Clause 9 and the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than fifteen years' relevant experience.
- 9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 9.4**.
- 9.4 Any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 9.5 The Specialist is to act as an independent expert and:
- 9.5.1 each party may make written representations within fifteen Working Days of his appointment and will copy the written representations to the other party;
 - 9.5.2 each party is to have a further fifteen Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 9**, including costs connected with the appointment of the Specialist, the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 9.7 This **clause 9** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

- 9.8 For the avoidance of doubt except where it is expressly stated that **clause 9** shall apply the provisions of this **clause 9** shall not affect the ability of the District Council or the Borough Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

10. **WAIVER**

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

11. **CHANGE IN OWNERSHIP**

- 11.1 The Owners agree with the District Council and the Borough Council to give the District Council and the Borough Council written notice within 7 days of any change in ownership of any of their respective interests in the Obligation Land (with the exception of lettings of individual units and transfers to statutory undertakers) occurring before all the obligations under this Agreement 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.

12. **JURISDICTION**

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

13. **INDEXATION**

- 13.1 It is agreed that all amounts specified in or ascertainable by reference to this Agreement shall be Index Linked from the date of this Agreement until the date a contribution amount or payment is due to be paid.
- 13.2 If the Relevant Index is rebased or replaced an appropriate alternative index shall be substituted by the agreement of the parties to this Agreement. Any dispute concerning that substitution shall be resolved pursuant to **Clause 9**.

14. **INTEREST**

- 14.1 If any payment due to the District Council or the Borough Council under this Agreement 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 Agreement.
- 14.2 If any Unused Contributions are being returned by the District Council or the Borough Council under the terms of this Agreement such refund shall include the payment of any interest accrued while the monies were in the possession of the District Council or the Borough Council.

15. **AGREEMENT**

- 15.1 When the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the Borough Council under

the terms of this Agreement such agreement, approval, consent or expression of satisfaction:

- 15.1.1 must be evidenced in writing;
- 15.1.2 shall not be unreasonably delayed; and
- 15.1.3 except when stated to be entirely at the discretion of the District Council or the Borough Council shall not be unreasonably withheld.

16. USE OF CONTRIBUTIONS

- 16.1 The District Council and the Borough Council covenant to provide the Owners with such reasonable evidence as they require to confirm the expenditure of the sums paid by the Owners under this Agreement within 20 Working Days of receiving a written request from the Owners to do so.
- 16.2 The Owners may only make a written request under clause 16.1 twice a year.

17. MORTGAGEE'S CONSENT

- 17.1 The Mortgagee consents to the relevant Owners entering into this Agreement and the completion of the same and declare that its interests in the Obligation Land shall be bound by the terms of this Agreement as if it had been executed and registered as land charges 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 Agreement unless and until it becomes a mortgagee in possession and carry out cause or permit to be carried out the Development whilst 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.

18. EXECUTION

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

SCHEDULE 1

Covenants with the District Council

Definitions

"HGV Route Management Plan and Strategy"	the HGV route management plan and strategy approved pursuant to requirement 18 of the DCO
"HGV Routeing Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Routeing Monitoring Meeting towards the District Council's costs associated with attending HGV Routeing Monitoring Meetings
"HGV Routeing Monitoring Meeting"	a meeting to be attended by the District Council within one year of first Occupation (unless requested sooner by one of the parties) 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
"Practical Completion"	the date at which the Developer's independent Employers Agent warrants that the final Unit on the Development is completed
"Section 106 Monitoring Fee"	the sum of £250 (two hundred and fifty pounds) or 2% of the value of the developer contributions payable to the District Council, whichever is greater, payable towards the District Council's costs associated with the monitoring and enforcement of this Agreement.
"Works and Skills Plan"	the works and skills plan framework agreed with the District Council and appended to this Agreement at Appendix 3
"Works and Skills Plan Monitoring Meeting"	a meeting to be attended by the District Council to be held twice a year (until a period of 1 year following Practical Completion) to monitor compliance with the Works and Skills Plan
"Works and Skills Plan Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable per Work and Skills Plan Monitoring Meeting, payable annually towards the District Council's costs associated with attending the Works and Skills Plan Monitoring Meetings

THE OWNERS' COVENANTS

The Owners covenant:

1. Part 1 – Section 106 Monitoring Fee

- 1.1 To pay the Section 106 Monitoring Fee prior to the Commencement of Development.

2. Part 2 – Works and Skills

- 2.1 To implement and comply with the Works and Skills Plan in accordance with the timeframes set out in the Works and Skills Plan.

3. Part 3 – Works and Skills Plan Monitoring Fee

- 3.1 To pay the Works and Skills Plan Monitoring Fee to the District Council per Works and Skills and Training Plan Monitoring Meeting by no later than 1 (one) month prior to the date the relevant Works and Skills Plan Monitoring Meeting.

4. Part 4 – HGV Route Management Plan and Strategy Steering Group Review Panel Meeting

- 4.1 To pay the HGV Routeing Monitoring Fee to the District Council per HGV Routeing Monitoring Meeting by no later than 1 (one) month prior to the date the relevant HGV Routeing Monitoring Meeting.

5. Part 5 – THE DISTRICT COUNCIL COVENANTS

- 5.1 To use the contributions payable in accordance with this Schedule for the purposes specified in this Schedule.
- 5.2 To repay any part of the contributions to be paid in accordance with this Schedule which above which remain Unused after a period of five years from the date the relevant contributions was paid to the District Council. For the avoidance of doubt any relevant contributions shall be repaid to the parties listed as the Owners of the Obligation Land at the time of entering into this Deed.

*Initialed by
Darius at
Eversheds
Suttons
on behalf
all parti*

SCHEDULE 2

Covenants with the Borough Council

Definitions

"Bike Shelter Contribution"	the sum of £10,000 (ten thousand pounds) towards the cost associated with provision of and/or improvements to cycle storage facilities within Burbage Common
"Bridleway Contribution"	The sum of £70,400 (seventy thousand four hundred pounds) towards the costs of and associated with the resurfacing of bridleway U51 within Burbage Common and identified coloured blue on the Footpath Plan
Burbage Common	the area shown hatched orange on the Footpath Plan
"Car Park Contribution"	the sum of £75,000 (seventy five thousand pounds) towards the costs associated with resurfacing of the main car parks within Burbage Common and Smithy Lane
"Directional Signage Contribution"	the sum of £15,000 (fifteen thousand pounds) towards costs associated with the provision of new directional signage relating to Burbage Common
"Footpath Improvements Contribution"	the sum of £75,000 (seventy five thousand pounds) towards costs associated with the resurfacing of up to 1500 metres of footpaths within Burbage Common
"Footpath Plan"	the plan (reference HKF-BWB-GEN-XX-SK-CH-SK157) appended to this Agreement at Appendix 4 for the purposes of identifying the footpath(s) (coloured purple) to which the Footpath Improvements Contribution relates
"HGV Route Management Plan and Strategy"	the HGV route management plan and strategy approved pursuant to requirement 18 of the DCO
"HGV Routeing Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable per HGV Routeing Monitoring Meeting towards the Borough Council's costs associated with attending HGV Routeing Monitoring Meetings
"HGV Routeing Monitoring Meeting"	a meeting to be attended by the Borough Council within one year of first Occupation (unless requested sooner by one of the parties) 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
"New Permissive Route Contribution"	the sum of £25,000 (twenty five thousand

	pounds) towards costs associated with the provision of a new permissive route between the bridleway to be provided on the Development and Burbage Common Underbridge as identified hatched black on the New Permissive Route Plan
"New Permissive Route Plan"	the plan (reference HKF-BWB-GEN-XX-SK-CH-SK156) appended to this Agreement at Appendix 5 identifying the indicative new permissive route hatched black to which the New Permissive Route Contribution relates
"Section 106 Monitoring Fee (Borough Council)"	the sum of £2,512 (two thousand five hundred and twelve pounds) payable towards the Borough Council's costs associated with the monitoring and enforcement of this Agreement
"Works and Skills Plan"	the agreed works and skills plan framework appended to this Agreement at Appendix 3
"Works and Skills Plan Monitoring Meeting"	a meeting to be attended by the Borough Council to be held twice a year (until a period of 1 year following Practical Completion (as defined in Schedule 1)) to monitor compliance with the Works and Skills Plan
"Works and Skills Plan Monitoring Fee"	the sum of £1,440 (one thousand four hundred and forty pounds) payable per Works and Skills Plan Meeting towards the Borough Council's costs associated with attending Works and Skills Plan Monitoring Meetings
"Visitor Centre Contribution"	the sum of £90,000 (ninety thousand pounds) towards the costs associated with the refurbishment or replacement of the visitor centre within Burbage Common

THE OWNERS' COVENANTS

The Owners covenant to:

1. Part 1 – Financial Contributions

- 1.1 To pay the Bike Shelter Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Bike Shelter Contribution has been paid to the Borough Council.
- 1.2 To pay the Bridleway Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Bridleway Contribution has been paid to the Borough Council.
- 1.3 To pay the Car Park Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Car Park Contribution has been paid to the Borough Council.
- 1.4 To pay the Directional Signage Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Directional Signage Contribution has been paid to the Borough Council.

- 1.5 To pay the Footpath Improvements Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Footpath Improvements Contribution has been paid to the Borough Council.
- 1.6 To pay the New Permissive Path Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the New Permissive Path Contribution has been paid to the Borough Council.
- 1.7 To pay the Section 106 Monitoring Fee (Borough Council) prior to the Commencement of Development.
- 1.8 To pay the Visitor Centre Contribution to the Borough Council prior to first Occupation of the Development and not to Occupy the Development until the Visitor Centre Contribution has been paid to the Borough Council.

Part 2 – Works and Skills

- 1.9 To implement and comply with the Works and Skills Plan in accordance with the timeframes set out in the Works and Skills ~~Plan~~.

2. Part 3 – Works and Skills Plan Monitoring Fee

- 2.1 To pay the Works and Skills Plan Monitoring Fee per Works and Skills Plan Monitoring Meeting to the Borough Council no later than 1 (one) month prior to the date of the relevant Works and Skills Plan Monitoring Meeting.

3. Part 4 – HGV Route Management Plan and Strategy Steering Group Review Panel Meeting

- 3.1 To pay the HGV Routeing Monitoring Fee to the Borough Council per HGV Routeing Monitoring Meeting by no later than 1 (one) month prior to the date the relevant HGV Routeing Monitoring Meeting

4. Part 5 – THE BOROUGH COUNCIL COVENANTS

- 4.1 To use the contributions payable in accordance with this Schedule for the purposes specified in this Schedule.
- 4.2 To repay any part of the contributions to be paid in accordance with paragraph which above which remain Unused after a period of seven years from the date the relevant contributions was paid to the Borough Council. For the avoidance of doubt any relevant contributions shall be repaid to the parties listed as the Owners of the Obligation Land at the time of entering into this Deed.

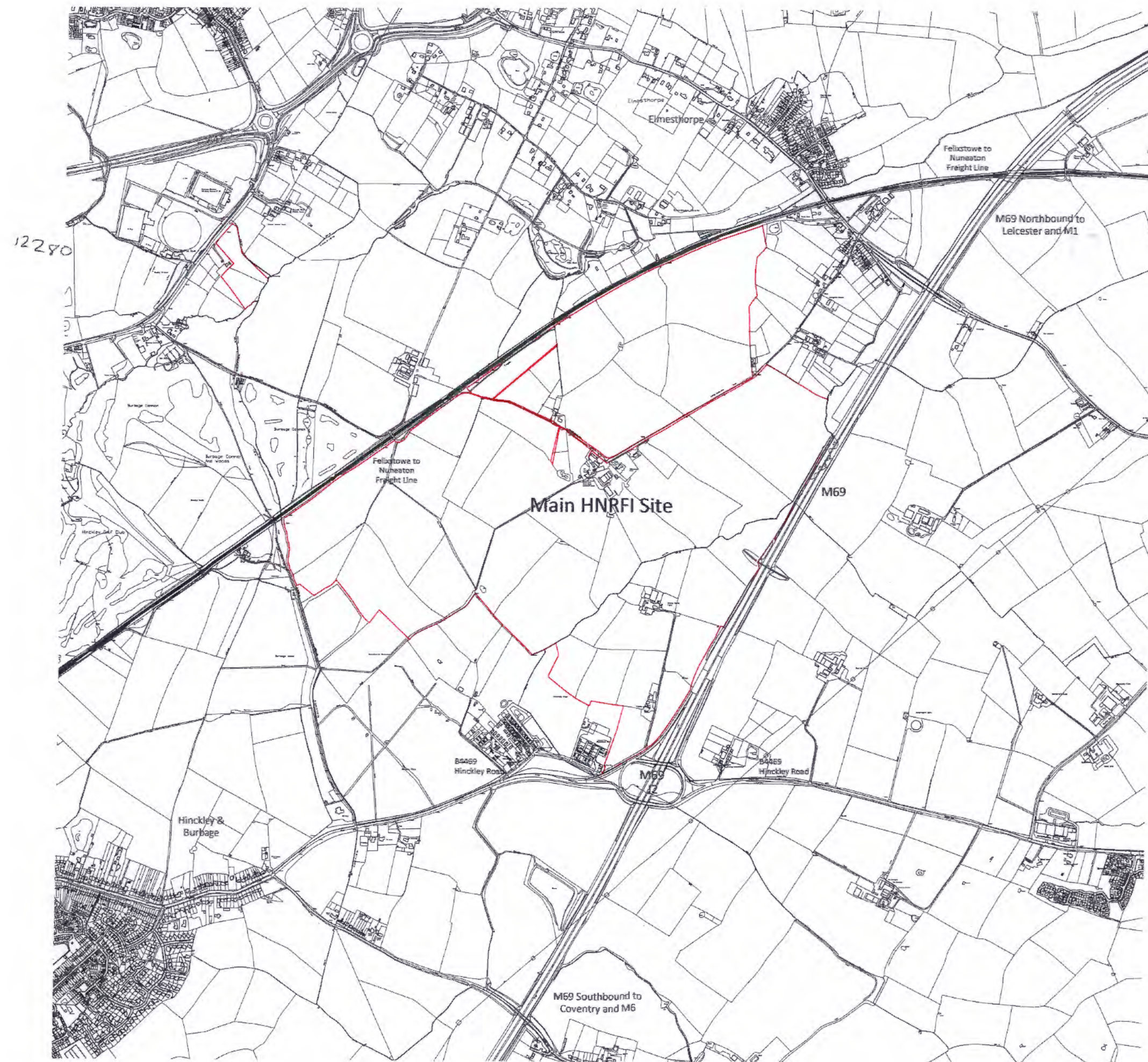
*Initialed by
GD Davies at
Eversheds
Sutherland
on behalf
all parties*

*Initialed by
GD Davies at
Eversheds
Sutherland
on behalf
all parties*

APPENDIX 1

PLAN 1 – Obligation Land

Notes:
 The drawings are prepared by the architect and are not to be used for any other purpose without the written consent of the architect.
 The drawings are prepared by the architect and are not to be used for any other purpose without the written consent of the architect.



U	22.07.24	Further late payment interest	10
B	22.07.24	Final account	10
A	22.07.24	Final account as per DCO	10
re	date	description	to

aja architects
 aja architects ltd
 1170 Elbow Court
 Herald Avenue
 Coventry Business Park
 COVENTRY CV5 6JH
 T: 024 7625 3200
 F: 024 7625 3210
 E: aja@aja-architects.com
 W: www.aja-architects.com

TRITAX SYMMETRY
 A TRITAX RUS BOP COMPANY

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

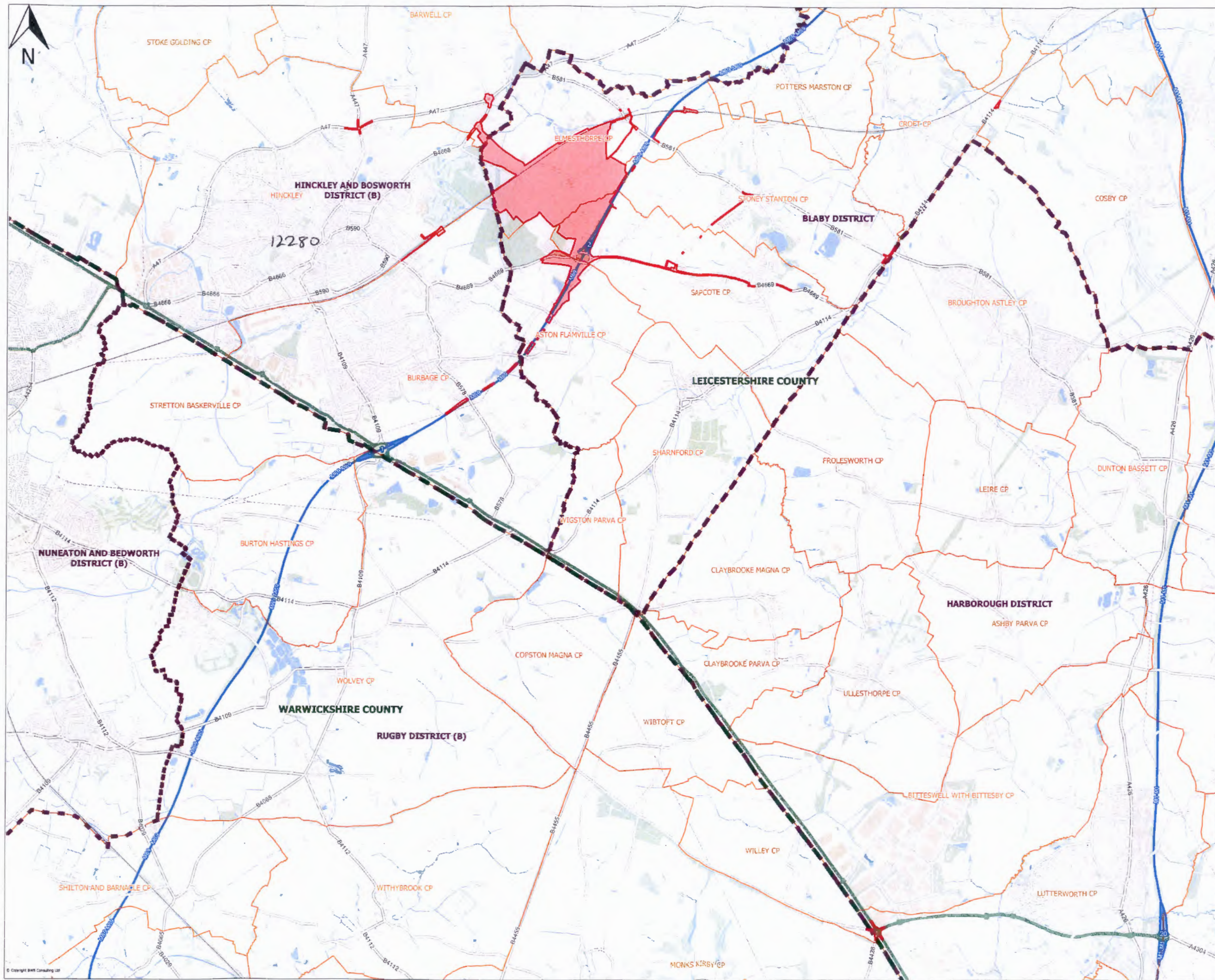
Obligation Land

scale	1:5000	drawn	mg
checked	mg	date	21/12/22

5905 - 331 Rev C

APPENDIX 2

PLAN 2 – Order Limits



Legend

	Order Limits
	District Boundary
	County Boundary
	County-District Boundary



P06	04.01.23	Map labels updated	DP	SC
P05	30.11.22	Final Issue	DP	SRH
P04	27.10.22	Updated base mapping	DP	SC
P03	06.12.21	Updated base mapping	CH	SC
P02	03.12.21	Amended to Comments from Tritax	DP	SC
P01	02.12.21	Preliminary Issue	DP	SC
Rev	Date	Details of issues/revision	Drw	Chd

Issues & Revisions

Client

A TRITAX BIG BOX COMPANY

Project Title

**HINCKLEY NATIONAL RAIL
FREIGHT INTERCHANGE**

Drawing Title

ORDER LIMITS PLAN

Drawn:	C.Niles	Checked:	S.Carter
BWB Ref:	NT42814	Date:	06.12.2021
Revision:	5(2) (v)	Scale:	A1: 1:25000
		Document:	2.27

Project - Originator - Functional Breakdown - Spatial Breakdown - Form - Discipline - Number

HRF-BWB-LSI-XX-DR-CH-00001

Drawing Status	Rev
S4 - FINAL	P06

APPENDIX 3
SKILLS AND TRAINING PLAN

Hinckley National Rail Freight Interchange

Work & Skills Plan Framework Principles

February 2024

Definitions

Construction Phase: from the commencement of construction of the works as defined in paragraph 1, part 1 to Schedule 2 of the DCO up to and until the Practical Completion of the final unit of the Development.

DCO: the development consent order to be made under the Planning Act 2008 currently titled The Hinckley National Rail Freight Interchange Order 202[X]

Practical Completion: The date at which the Applicant's independent Employers Agent warrants that the final unit on the development is completed.

Pre-Construction Period: the period of 6 months prior to the commencement of the Construction Phase.

Construction Phase A: The initial phase of construction including, but not limited to offsite highways and groundworks.

Commencement Of Development: A date to be defined with the Principal Contractor, which will coincide with the commencement of the Construction Phase and Construction Phase A.

1. Introduction

- 1.1 This document ("**the Framework**") has been prepared to set out the work and skills plan for the Construction Phase of the Hinckley National Rail Freight Interchange (HNRFI) which Tritax Symmetry (Hinckley) Ltd ("**the Applicant**") together with the Principal Contractor and any subcontractors ("**the Contractors**") shall fulfil. The Construction Phase includes the initial operational period of much of the HNRFI's warehousing and the Framework is deliberately intended to target both the construction and operation activities during this phase.
- 1.2 The Applicant will work with Blaby District Council (BDC), Hinckley & Bosworth Borough Council (HBBC) and Leicestershire County Council (LCC), to maximise the number of jobs and training opportunities available to residents of BDC, HBBC and LCC throughout the Construction Phase of HNRFI.
- 1.3 The Applicant will in seeking tenders for all contracts during the Construction Phase of HNRFI – including site works; infrastructure; construction of the rail port and warehouses:
 - (i) Make reference to the targets set out in the Framework.
 - (ii) Include contractual requirements requiring the Contractors to comply with the Framework in fulfilling construction and other contracts
 - (iii) Include contractual requirements requiring the Principal Contractor to establish a Skills and Training Team.

2 Work and Skills Group

- 2.1 During the Pre-Construction Period (but not later than 3 months prior to the commencement of the Construction Phase, the Applicant shall establish a Work and Skills Group ("**the Group**"). The Group shall be made up of the Applicant, the

Principal Contractor, BDC, HBBC and LCC (**"the Permanent Members"**). The Group shall also comprise any other parties that the Permanent Members choose to invite.

- 2.2 the Group shall meet twice a year (unless otherwise agreed by the Permanent Members) until a period of 1 year following Practical Completion. The Group shall be chaired by the Applicant.
- 2.3 The Group will be administered by the Work and Skills Co-ordinator (defined in part 3 below).
- 2.4 The Group will be responsible for:
 - 2.4.1 Agreeing Terms of Reference of the Group, including the format and location of meetings;
 - 2.4.2 Monitoring the Applicant's and the Principal Contractor's compliance with the Framework, reviewing the monitoring reports produced by the Work and Skills Co-ordinator and agreeing actions in response to those monitoring reports; and,
 - 2.4.3 Using its collective resource to support the Work and Skills Co-ordinator and introduce them to key contacts and resources to assist their work.

3. Work and Skills Co-ordinator

- 3.1 The Applicant will fund and appoint a Work and Skills Co-ordinator for 156 working days per year during the Pre-Construction Period and Construction Phase of the HNRFI and for 52 working days per year for a period of 1 year following the practical completion of the HNRFI. The Work and Skills Co-ordinator will be appointed no less than 1 month prior to the Pre-Construction Period.
- 3.2 The Work and Skills Co-ordinator will:
 - 1. Work with the Applicant, the Principal Contractor's Skills and Training Team and the Group to aid the delivery of the Framework;
 - 2. Develop and maintain key relationships to provide an effective communication mechanism between training, education and employment providers and their client base;
 - 3. Be the central point of contact for liaison with key site staff and subcontractors to interpret and plan on-site placements, employment and training activity in line with the programme of works and the Framework;
 - 4. Monitor and report on activity delivered against the Framework's targets and provide quarterly reports to the Group; and
 - 5. Provide administrative support to the Group (the scope of which is to be defined and agreed by the Group).

4. Training and Learning through skills providers

- 4.1 The Applicant shall require the Principal Contractor's Skills and Training Team, along with the Work and Skills Co-ordinator, to discuss the HNRFI's construction training needs of students with local colleges, universities and other education and development providers from the date the Work and Skills Co-ordinator is appointed pursuant to paragraph 3.1 and during the Pre-Construction Period and advise on opportunities on offer to meet these needs. Training can be given either at the education premises of the colleges, universities and other education and development providers or on site at HNRFI. The Permanent Members shall be consulted to ascertain what support they can offer in this regard.

- 4.2 The Applicant commits to and will include a contractual requirement for the Contractors to be required to discuss the HNRFI's construction and operational training needs of students with local colleges, universities and other education and development providers in a meeting once per year during the Construction Phase unless otherwise agreed in writing by the Group.
- 4.3 To help facilitate the delivery of the Framework, the Applicant will provide an on-site training room capable of accommodating 30 people, as part of the office accommodation set up, which can be utilised by the colleges and other providers as required on a pre-arranged basis. The Group will have priority booking of the on-site training room.
- 4.4 The on-site training room will be provided prior to the commencement of Construction Phase A. The training room and a viewing area shall be provided in accordance with details to be submitted to and approved in writing by BDC; the details shall include but not be limited to:
- Size and internal layout
 - Location
 - Process for bookings
- 4.5 Site walk arounds will be arranged with learning facilitators such as schools and colleges, using safely managed routes and site staff supervision. These will be arranged in advance at set key milestones within the programme of works and agreed with the Group. This would include, but not be limited to: groundworks, steelworks, cladding, concrete slabs and operational work activities. In so far as site walk-arounds may be arranged within individual buildings, such arrangements will be conditional on full agreement of the intended or existing occupiers.

5. Apprenticeships

- 7.43 The applicant will include a contractual requirement for the Principal Contractor to become a member of the 5% Club <https://www.5percentclub.org.uk/>. By joining the 5% Club, members aspire to achieve 5% of their workforce in earn and learn positions (including apprentices, sponsored students and graduates on formalised training schemes).

6. School and College Site Visits

- 6.1 From the commencement of the Construction Phase, site visits will be offered to secondary schools and colleges in Leicester, Leicestershire Coventry and Warwickshire. There will be at least 12 site visits per year from the commencement of Construction Phase A until a period of 1 year following Practical Completion, subject to the agreement of the schools. Site visits will be accompanied by an appropriate party nominated by the Applicant.

7. Local Employment

- 7.1 The Applicant commits to and will include a contractual requirement for the Contractors, and shall use all reasonable endeavours with future occupiers of the HNRFI, to promote local employment opportunities for the development by advertising any vacancies in conjunction with BDC and HBBC and Job Centre Plus. A link will also be provided on the Hinckley National Rail Freight Interchange Website to advertise all job vacancies created by the Project.

- 7.2 The Applicant commits to and will include a contractual requirement for the Contractors to use all reasonable endeavours to provide 15% of jobs each year to construction workers who reside in Blaby District or Hinckley and Bosworth Borough during the Construction Phase. The Work and Skills Co-Ordinator will monitor this employment annually.
- 7.3 The Applicant will provide and operate a Mobile Employment Unit to advertise and promote the HNRFI's construction and operational jobs. The Mobile Employment Unit shall be provided in accordance with details submitted to and approved in writing by BDC, HBBC and LCC; the details shall include but not be limited to:
- Locations - it will be stationed within Blaby District and Hinckley and Bosworth Borough and any other locations as agreed including, but not limited to, supermarkets or other similar retail car park locations in Hinckley, Nuneaton and Leicester, subject to the full agreement of the owner of the car park and store operator.
 - Opening times - 10am – 3pm
 - Frequency of visits - 1 day per week, locations rotating
 - Type of unit - Mobile library-style vehicle/converted van, to include a desk and seating.
- 7.4 The Mobile Employment Unit will be operational from the commencement of the Construction Phase until a period of 6 months following Practical Completion.
- 7.5 The Work & Skills Coordinator will monitor the success of the provision of local employment, including the effectiveness of the Mobile Employment Unit in advertising and promoting job opportunities, and will report to each meeting of the Group for discussion and review if required.

8. Meet The Buyer

- 8.1 The Applicant will commit to and will include a contractual requirement for the Contractors to be required to work with the Work and Skills Co-ordinator to organise and deliver phase specific Meet the Buyer Events; these are intended to introduce supply-chain opportunities to all local businesses for each phase of the development.
- 8.2 Meet the Buyer events will be used to maximise the opportunities for Small and Medium Enterprise's (SME's) and could help the Applicant meet the Framework's target in respect of local employment.
- 8.3 There will be a target of 2 events per year during the Pre-Construction Period and Construction Phase A and 1 event per year during the remaining Construction Phases which the Principal Contractor will facilitate.
- 8.4 The Work & Skills Co-ordinator will monitor the success of Meet the Buyer events and will report to the next meeting of the Group following the event for discussion.
- 8.5 Where a service required by the Contractors cannot be fulfilled by an SME business as set out at 9.1 below, this requirement shall not apply.

9. Small & Medium Enterprise Opportunities

- 9.1 The Applicant will commit to and will include a contractual requirement for their Contractors to maximise the use of local products and services where practicable, efficient, cost effective and legal to do so during the construction phases of the HNRFI. For the avoidance of doubt and by reasoning of the scale of construction works, this provision shall not relate to participation with main infrastructure works, rail port works, road building and main contract for building construction. SMEs will be invited to participate in suitable sub-contractor packages within the Construction Phase.
- 9.2 The Applicant will commit to including a contractual requirement for contractors to use all reasonable endeavours to target 30% of on-site expenditure in the construction process with SMEs within 65 kilometres of the HNRFI or within Leicester and Leicestershire. Achieving such a target will be dependent on practical ability and cost effectiveness of SMEs to meeting the supply requirements for materials, plant and machinery. The Work and Skills Co-ordinator will assist in supporting the identification of SMEs and support opportunities for SMEs to become a supplier to HNRFI.
- 9.3 The Work & Skills Coordinator will monitor the success of the utilisation of local products and services and will report to each meeting of the Group for discussion. Spend with SME's will be reported from within the Leicestershire and Coventry and Warwickshire areas. To enable the reporting of this, postcodes are required to be recorded along with company name when individuals report to site; the Applicant will include contractual requirements with all relevant contractors to secure this.

10. Prison Leavers, Former Members of the Armed Forces, Care Leavers and Gypsy and Travellers

- 10.1 The Applicant will commit to, and will include a contractual requirement for their Contractors to, where agreed, work with BDC, HBBC and the Probation Service and other relevant providers such as Serco (or any other successive operator of HMP Fosse Way) and the Multi Agency Travellers Unit at LCC, as necessary, to identify appropriate opportunities for prison leavers, former members of the Armed Forces and care leavers and individuals from the local Gypsy and Traveller community, with particular focus on improving the skills and opportunities for young Gypsies and Travellers.
- 10.2 The Applicant will include a contractual requirement for their Contractors to become a member of Charter <https://www.leicesteremploymenthub.co.uk/employers/ex-offenders-project/charter/> operated by Leicester Employment Hub. Charter assists prison leavers into employment. All new jobs will be advertised to Charter to promote matches with prison leavers. Apprenticeships and work experience opportunities for prison leavers will also be promoted through Charter.
- 10.3 The Applicant will commit to, and will include a contractual requirement for their contractors, to provide notification of job opportunities to the County Council's Gypsy and Travellers' Liaison Officers.
- 10.4 The Applicant will ask occupiers of the HNRFI to engage with BDC, HBBC, and the Probation Service and other relevant providers such as Serco (or any other successive operator of HMP Fosse Way) and the Multi Agency Travellers Unit at LCC, as necessary, to identify appropriate opportunities for prison leavers, former

members of the Armed Forces and care leavers and individuals from the local Gypsy and Traveller community, with particular focus on improving the skills and opportunities for young Gypsies and Travellers.

11. Curriculum Support Events

- 11.1 Representatives of the Applicant will attend events organised by BDC or HBBC or any of the schools and colleges involved at 6.1 above to showcase the development and construction sector. There will be a target of a minimum of 4 curriculum support activities per year from the commencement of Construction Phase A until a period of 6 months following the practical completion of the final Construction Phase. These events are in addition to the site visits set out in paragraph 6.1.

12. Community Projects

- 12.1 The Applicant will undertake, or will include a contractual requirement for their Contractors to undertake, at least two community projects per year during the Construction phase of the HNRFI. The community projects shall be agreed in advance by the Group.

13. Upskilling

- 13.1 There will be a target that a minimum of 80% of the workforce benefit from upskilling annually during the construction phases of the HNRFI. Opportunities for upskilling in the form of receiving training by way of enhanced knowledge, or learning a new skill will be identified and facilitated through internal training programmes.
- 13.2 This target will be monitored by the Work and Skills Co-ordinator and reported to the Group.

14. Work experience

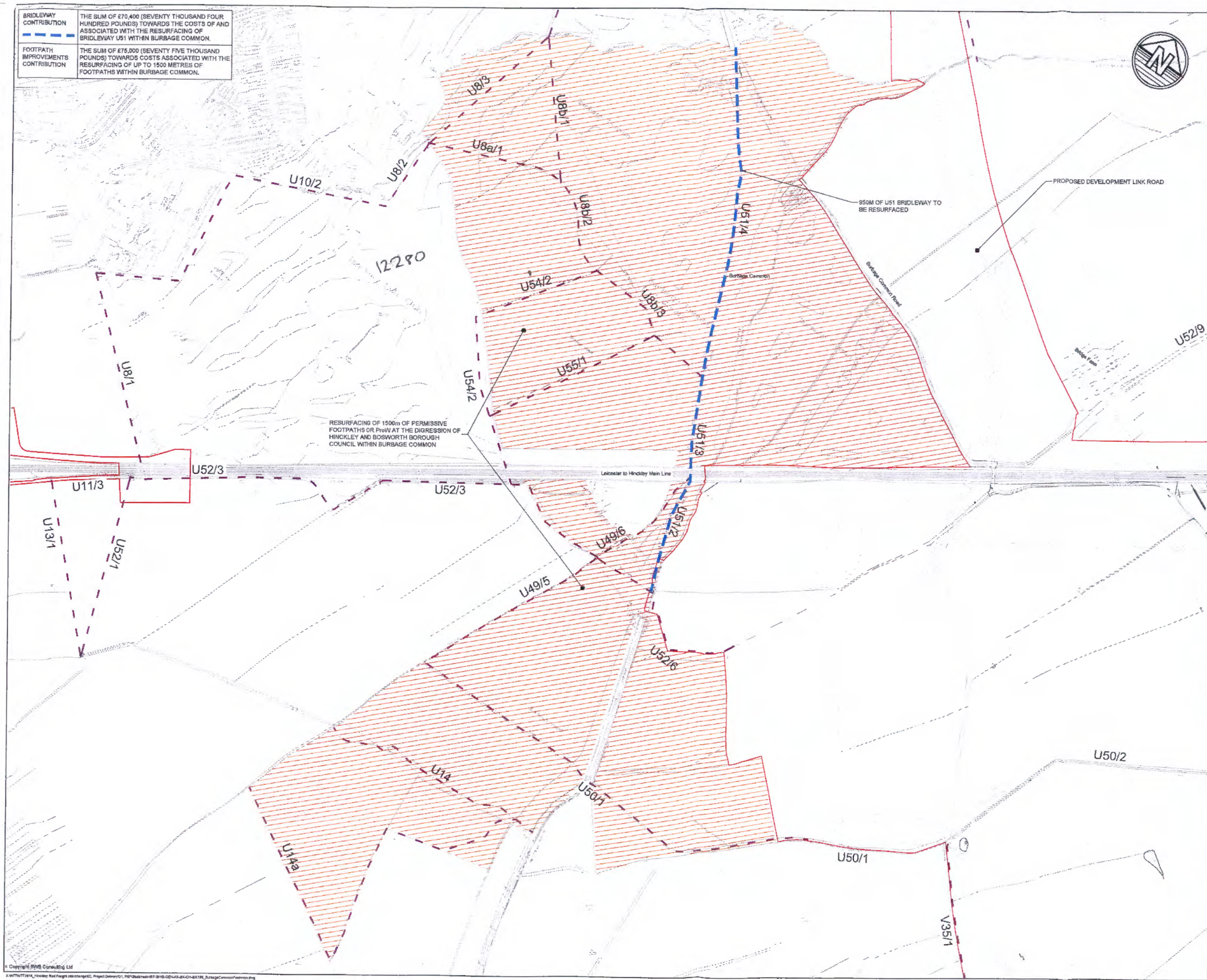
- 14.1 Work experience opportunities will be offered as and when specific trade works are taking place on site and suitable candidates are available, excluding the earthworks phase. Work experience opportunities will be subject to risk assessment and the ability to secure the necessary insurances. There will be a target of at least 12 Year 10 persons beginning a work experience placement per year from the commencement of Construction Phase A.

15. Monitoring

- 15.1 A report shall be provided by the Work and Skills Co-ordinator twice a year beginning with the commencement of the Construction Phase and submitted to the Group. The report shall set out the monitoring information for performance against this Framework.
- 15.2 The Group will keep the provisions of the Framework under review and if circumstances change requiring amendment to the Framework, they shall be agreed with the Applicant who shall not withhold their agreement unreasonably.

APPENDIX 4

Footpath Plan



BRIDLEWAY CONTRIBUTION
THE SUM OF £70,400 (SEVENTY THOUSAND FOUR HUNDRED POUNDS) TOWARDS THE COSTS OF AND ASSOCIATED WITH THE RESURFACING OF BRIDLEWAY U51 WITHIN BURBAGE COMMON.

FOOTPATH IMPROVEMENTS CONTRIBUTION
THE SUM OF £75,000 (SEVENTY FIVE THOUSAND POUNDS) TOWARDS COSTS ASSOCIATED WITH THE RESURFACING OF UP TO 1500 METRES OF FOOTPATHS WITHIN BURBAGE COMMON.

- Notes**
1. Do not scale this drawing. All dimensions must be checked/verified on site, if in doubt ask.
 2. This drawing is to be read in conjunction with all relevant architects, engineers and specialists drawings and specifications.
 3. All dimensions in millimetres unless noted otherwise. All levels in metres unless noted otherwise.
 4. Any discrepancies noted on site are to be reported to the engineer immediately.

Key

EXTENTS OF BURBAGE COMMON

EXISTING PUBLIC RIGHT OF WAY

PO3	15.02.24	UPDATED FOOTWAY U14 & U14a	JM	PG
PO2	14.02.24	UPDATED BURBAGE COMMON EXTENTS	JM	PG
PO1	08.02.24	FIRST ISSUE	JM	SH
Rev	Date	Details of issue / revision	Draw	Rev

Issues & Revisions

BWB
A CAP GROUP COMPANY

Client: **TRITAX SYMMETRY**
A TRITAX BIG BOX COMPANY

Project Title: **HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE**

Drawing Title: **BURBAGE COMMON FOOTPATH RESURFACING**

Drawn: J.Manifold Reviewed: S.Carter
BWB Ref: NTT2814 Date: 19.02.24 Scale: A1: NTS

Drawing Status: **FOR INFORMATION**

Project - Originator - Zone - Level - Type - Role - Number
HKF-BWB-GEN-XX-SK-CH-SK157 S2 P03

APPENDIX 5

New Permissive Route Plan



- Notes
1. Do not scale this drawing. All dimensions must be checked/verified on site. If in doubt ask.
 2. This drawing is to be read in conjunction with all relevant architects, engineers and specialist drawings and specifications.
 3. All dimensions in millimetres unless noted otherwise. All levels in metres unless noted otherwise.

Burbage Common

12980

ORDER LIMITS

BURBAGE COMMON ROAD

3M WIDE PERMISSIVE STONE
FOOTPATH WITH SELF BINDING
GRAVEL TOPPING, EXACT LOCATION
TO BE CONFIRMED AT DETAILED
DESIGN

Leicester to Hinckley Main Line

Rev	Date	Details of issue / revision	Drawn	Rev
-----	------	-----------------------------	-------	-----

Issues & Revisions

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A CAP GROUP COMPANY

☐ Birmingham | 0121 233 3322
☐ Leeds | 0113 233 8000
☐ London | 020 7407 3879
☐ Manchester | 0161 233 4260
☒ Nottingham | 0115 924 1100
www.bwbconsulting.com

Client

TRITAX SYMMETRY
A TRITAX BIG BOX COMPANY

Project Title

**HINCKLEY NATIONAL RAIL
FREIGHT INTERCHANGE**

Drawing Title

**BURBAGE COMMON
PERMISSIVE FOOTPATH**

Drawn: J. Manifold Reviewed: S. Hilditch
BWB Ref: NTT2814 Date: 07.02.24 Scale: A1: 1:1000

Drawing Status

FOR INFORMATION

Project - Originator - Zone - Level - Type - Role - Number Status Rev
HKF-BWB-GEN-XX-SK-CH-SK156 S2 P01

THE S
DISTR
presen

Author

THE SEAL of **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** was hereunto affixed in the presence of:

Authorised Officer

EXECUTED AS A DEED BY)

TRITAX SYMMETRY (HINCKLEY) LIMITED acting by)

in the presence of)

Witness signature

Name

Occupation

Address

Jake Howard

Development Surveyor

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Jonathan Wallis a Director of
Tritax Symmetry Management
Limited pursuant to a Power of
Attorney dated 13 December
2023

EXECUTED AS A DEED BY)

TRITAX SYMMETRY (BARWELL) LIMITED acting by)

in the presence of)

Witness signature

Name

Occupation

Address

Jake Howard

Development Surveyor

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Jonathan Wallis a Director of
Tritax Symmetry Management
Limited pursuant to a Power of
Attorney dated 13 December
2023

EXECUTED AS A DEED BY)

BARCLAYS BANK PLC acting by its)

attorney(s) in the presence of) /

Witness signature

Name

Signature

Occupation

As d

Address

date

Wit

Executed as a deed by

DAVID WILLIAM HEBBLETHWAITE

in the presence of:

Signature

Witness signature

Name

BEN DARLAW

Occupation

SOLICITOR

Address

Shakespeare Martineau LLP
Solicitors
No.1 Colton Square
Leicester
LE1 1QH

Executed as a deed by

CAROLINE MARGARET HEBBLETHWAITE

in the presence of:

Signature

Witness signature

Name

BEN DARLAW

Occupation

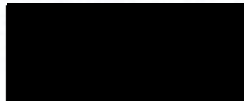
SOLICITOR

Address

Shakespeare Martineau LLP
Solicitors
No.1 Colton Square
Leicester
LE1 1QH

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

Witness signature



Name

Jake Howard

Occupation

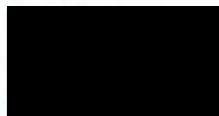
Development Surveyor

Address

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

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

Witness signature



Name

Jake Howard

Occupation

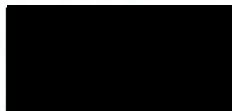
Development Surveyor

Address

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Executed as a deed by
ANNE ELIZABETH WINCOTT
in the presence of:

Witness signature



Name

Jake Howard

Occupation

Development Surveyor

Address

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Executed as a deed by
MADELINE MACE
in the presence of:

Witness signature



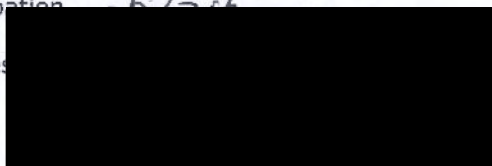
Name

MARTIN JONES

Occupation

6/12/17

Address



Executed as a deed by
JOHN CHARLES FOXON
in the presence of:

Witness signature

Name

Jake Howard

Occupation

Development Surveyor

Address

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Executed as a deed by
ANDREW GEORGE WINCOTT
in the presence of:

Witness signature

Name

Jake Howard

Occupation

Development Surveyor

Address

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

Executed as a deed by
JAMES DANIEL HEBBLETHWAITE
in the presence of:

Witness signature

Name

BEN DALLA

Occupation

Solicitor

Address

Shakespeare Martineau LLP
Solicitors
No.1 Colton Square
Leicester
LE1 1QH

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

Witness signature

Name

MARTIN COVER

Occupation

Address

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

Witness signature

Name

Occupation

Address

Executed as a deed by
ANNE ELIZABETH WINCOTT
in the presence of:

Witness signature

Name

Occupation

Address

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

Witness signature

Name

Occupation

Address

Jake Howard

Development Surveyor

Unit 2 Grange Park Court
Roman Way, Northampton
NN4 5EA

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NN4 5EA