

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

Section 106 Unilateral Undertaking

Document reference: 9.4

Revision: 01

10 December 2024

Planning Act 2008

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

We certify this document as a true copy of the original

Date: 10 December 2024
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

Dated: 10 December 2024

2024

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) [REDACTED] and [REDACTED]
- (2) [REDACTED] and [REDACTED]
- (3) [REDACTED]
- (4) [REDACTED] and [REDACTED] as the
EXECUTORS of the late [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED] and [REDACTED]
- (8) [REDACTED] and [REDACTED]
- (9) [REDACTED], and
- (10) TRITAX SYMMETRY (BARWELL) LIMITED
- (11) BARCLAYS BANK UK PLC
- (12) TRITAX SYMMETRY (HINCKLEY) LIMITED

To:

- (13) LEICESTERSHIRE COUNTY COUNCIL

THIS UNDERTAKING is made on 10 December

2024

GIVEN BY:

- (1) [REDACTED] and [REDACTED] of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ('the First Owner')
 - (2) [REDACTED] 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) [REDACTED] of Woodhouse Farm, Burbage Common Road, Elmesthorpe, Leicester, LE9 7SE ('the Third Owner')
 - (4) [REDACTED] and [REDACTED] of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH as the **EXECUTORS** of the late [REDACTED] formerly of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicester LE9 4LH ('the Fourth Owner')
 - (5) [REDACTED] of Freeholt Lodge, Hinckley Road, Sapcote, Leicester, LE9 4LH ('the Fifth Owner')
 - (6) [REDACTED] of Woodhouse Farm, Elmesthorpe, Leicestershire ('the Sixth Owner')
 - (7) [REDACTED] and [REDACTED] of Bridge Farm, Burbage Common Road, Elmesthorpe, Leicestershire, LE9 7SE ('the Seventh Owner')
 - (8) [REDACTED] and [REDACTED] of Hobbs Hayes Farm, Hinckley Road, Sapcote, Leicestershire LE9 6LH ('the Eighth Owner')
 - (9) [REDACTED], and [REDACTED] 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 Mortgagee')
 - (12) **TRITAX SYMMETRY (HINCKLEY) LIMITED (CO 10885167)** of Unit B, Grange Park Court, Roman Way, Northampton, England, NN4 5EA ('the Developer')
- TO:**
- (13) **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. The Executors are entitled to enter into this Unilateral Undertaking as the Executors of the estate of the late Madeline Mace under the powers derived from the last will and testament of Madeline Mace.
- (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 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 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.
- (P) Paragraphs 5.2 and 5.3 of Part 5 of Schedule 1 of the First S106 Unilateral Undertaking (as defined herein) secures obligations relating to the HGV Routeing Enforcement Fund (as defined in the First S106 Unilateral Undertaking). As an alternative to those obligations, further obligations are secured by this Undertaking in Part 1 of Schedule 1 requiring the HGV Routeing Enforcement Fund (as defined herein) to be paid to the

County Council, in the event that the County Council would prefer (at the County Council's discretion) for the HGV Routeing Enforcement Fund to be paid to the County Council.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Undertaking, 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" and "Commence Development" shall be construed accordingly
"Confirmatory Deed"	the deed to be entered into under section 106 of the 1990 Act between the County Council and the Developer pursuant to clause 5 of this Unilateral Undertaking (the form of which is appended at Appendix 3)
"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"	the development authorised by the DCO
"Executors"	 and  as the Executors of the estate of the late  
"First S106 Undertaking"	Unilateral the unilateral undertaking given by the Owners to the County Council pursuant to section 106 of the 1990 Act in relation to the Development and dated 8 March 2024
"Index Linked"	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
"Obligation Land"	the land shown edged red on Plan 1 to which the obligations in this Undertaking apply
"Occupation"	the Occupation for use for which a 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
"Opening of the Slip Roads"	the date on which the Slip Roads are provided and completed as part of the Development in accordance with the DCO
"Order Limits"	the order limits of the DCO shown edged red on Plan 2
"the Owners"	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 All in Tender Price Index of Buildings Cost Information Services as published by the Royal Institution of Chartered Surveyors
"S106 Agreement"	<p>the agreement entered into pursuant to section 106 of the 1990 Act relating to the Development, dated 8 March 2024 between (1) Blaby District Council, (2) Hinckley and Bosworth Borough Council, (3) [REDACTED], (4) [REDACTED], (5) [REDACTED], (6) [REDACTED], (7) [REDACTED], (8) [REDACTED], (9) [REDACTED], (10) [REDACTED], (11) [REDACTED], (12) Tritax Symmetry (Barwell) Limited, (13) Barclays Bank UK PLC and (14) Tritax Symmetry (Hinckley) Limited</p>
"Slip Roads"	the slip roads to be provided as part of the Development pursuant to Work Number 8 authorised by the DCO and more accurately described in Schedule 1 Part 1 (Authorised Development) of the DCO
"Unit"	a warehouse on the Development constructed pursuant to the DCO and "Units" shall be interpreted accordingly
"Working Day"	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 **clause 4.1** and **schedule 1** 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. CONFIRMATORY DEED

- 5.1 At the date of this Unilateral Undertaking, the Executors are entitled to enter into this Unilateral Undertaking for the purposes of binding the Fourth Owner's land, as the Executors of the estate of the late [REDACTED] under the powers derived from the last will and testament of [REDACTED]
- 5.2 The Developer has the benefit of an option agreement to acquire the Fourth Owner's land and hereby covenant that in the event that a grant of probate is not granted for the benefit of the Executors, it will enter into the Confirmatory Deed prior to Commencement of Development for the purposes of effectively binding the Fourth Owner's land and not to Commence Development unless and until it has entered into such deed.

6. FUTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENTS

- 6.1 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.

7. TERMINATION OF THIS UNDERTAKING

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

8. NOTICES

- 8.1 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.
- 8.2 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.
- 8.3 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:
- 8.3.1 if delivered by hand, at the time of delivery;
 - 8.3.2 if sent by first class post, on the second Working Day after posting; or
 - 8.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 8.4 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.
- 8.5 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.

9. THE COUNTY COUNCIL'S LEGAL FEES

- 9.1 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 (no VAT).

10. **WAIVER**

- 10.1 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.

11. **CHANGE IN OWNERSHIP**

- 11.1 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.

12. **JURISDICTION**

- 12.1 This Undertaking 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 Undertaking.

13. **INDEXATION**

- 13.1 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.
- 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 Undertaking.

14. **INTEREST**

- 14.1 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.

15. **AGREEMENT**

- 15.1 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:

15.1.1 must be evidenced in writing; and

15.1.2 except when stated to be entirely at the discretion of the County Council shall not be unreasonably withheld.

16. **MORTGAGEE'S CONSENT**

- 16.1 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.

17. **EXECUTION**

17.1 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

"Additional Gibbet Hill Contribution"	the sum of £1,323,272.95 (one million three hundred and twenty three thousand two hundred and seventy two pounds and ninety five pence) (Index Linked) to be paid to WCC towards the Gibbet Hill Contribution Purpose
"Contributions"	the Desford Crossroads Contribution and the Additional Gibbet Hill Contribution
"Desford Crossroads Contribution"	the sum of £1,060,272.19 (one million and sixty thousand two hundred and seventy two pounds and nineteen pence) to be paid to the County Council towards the Desford Crossroads Contribution Purpose
"Desford Crossroads Contribution Purpose"	highway works and improvements to the part of the road network within Leicestershire known as Desford Crossroads, being undertaken by the County Council
"Gibbet Hill Contribution"	as defined in Schedule 1 of the First S106 Unilateral Undertaking
"Gibbet Hill Contribution Purpose"	highway works and improvements to the part of the road network within Warwickshire known as Gibbet Hill roundabout
"HGV Routeing Enforcement Fund"	the sum of £200,000 (two hundred thousand pounds) to be paid to the County Council towards the HGV Routeing Enforcement Fund Purpose
"HGV Routeing Enforcement Fund Purpose"	to administer the HGV Routeing Enforcement Fund (and any HGV Routeing Fines payable pursuant to paragraph 1.3 of Part 1 of this Schedule or any increase figure agreed and payable pursuant to paragraph 1.4 of Part 1 of this Schedule) in accordance with the principles established in the HGV Route Management Plan and Strategy and implementing additional measures considered by the members of the HGV Routeing Monitoring Meetings to be necessary to further discourage HGVs routing via any of the prohibited routes and/or other measures such as strategic signage on any other routes

"HGV Routeing Fines"	finest collected from occupiers of the Development for breach of the HGV Route Management Plan and Strategy
"HGV Routeing Monitoring Meeting"	as defined in Schedule 1 of the First S106 Unilateral Undertaking and Schedule 1 and Schedule 2 of the S106 Agreement
"HGV Route Management Plan and Strategy"	as defined in Schedule 1 of the First S106 Unilateral Undertaking and Schedule 1 and Schedule 2 of the S106 Agreement
"Monitoring Fee"	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
"WCC"	Warwickshire County Council

THE OWNERS' COVENANTS

The Owners covenant to:

1. Part 1 – HGV Routeing Enforcement Fund

- 1.1 In the event that written notice is received by the Owners from the County Council at any time between the date the DCO comes in to force and Commencement of Development requesting that the Owners pay the HGV Routeing Enforcement Fund to the County Council (at the County Council's discretion), to pay the HGV Routeing Enforcement Fund to the County Council prior to the Opening of the Slip Roads.
- 1.2 In the event that paragraph 1.1 above applies and the HGV Routeing Enforcement Fund is paid to the County Council, the provisions and obligations in paragraphs 5.2 and 5.3 of Part 5 of Schedule 1 of the First S106 Unilateral Undertaking shall no longer apply to the Development.
- 1.3 In the event that HGV Routeing Fines are collected from occupiers of the Development for breach of the HGV Route Management Plan and Strategy, to pay all HGV Routeing Fines:
- 1.3.1 into the holding account to be set up in accordance with paragraph 5.2 of Schedule 1 of the First S106 Unilateral Undertaking; or
- 1.3.2 to the County Council in the event that paragraph 1.1 of this Schedule applies
- towards the HGV Routeing Enforcement Fund Purpose, on an annual basis with the first payment (if any) falling due on the first anniversary of the date of first Occupation of the Development.
- 1.4 From the date of the first HGV Monitoring Meeting until a period of 5 years following first Occupation of the final Unit on the Development, in the event that it is determined and agreed (acting reasonably) by:
- 1.4.1 all members of the HGV Routeing Monitoring Meetings at any HGV Monitoring Meetings; or

1.4.2 following the cessation of the HGV Monitoring Meetings, between the County Council and the Owner,

that the HGV Routeing Enforcement Fund shall be increased from time to time, to pay the agreed increase:

- (i) into the holding account to be set up in accordance with paragraph 5.2 of Schedule 1 of the First S106 Unilateral Undertaking; or
- (ii) to the County Council in the event that paragraph 1.1 of this Schedule applies

within 30 days of agreeing the increase figure with all members of the HGV Routeing Monitoring Meetings or the County Council (as the case may be).

2. Part 2 – Gibbet Hill

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

2.2 For the avoidance of doubt, the Additional Gibbet Hill Contribution is payable to WCC in addition to the Gibbet Hill Contribution towards the Gibbet Hill Contribution Purpose.

3. Part 3 – Desford Crossroads Contribution

3.1 To pay the Desford Crossing Contribution to the County Council prior to Commencement of Development and not to Commence Development unless and until the Desford Crossing Contribution has been paid to the County Council.

4. Part 4 – Monitoring Fee

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

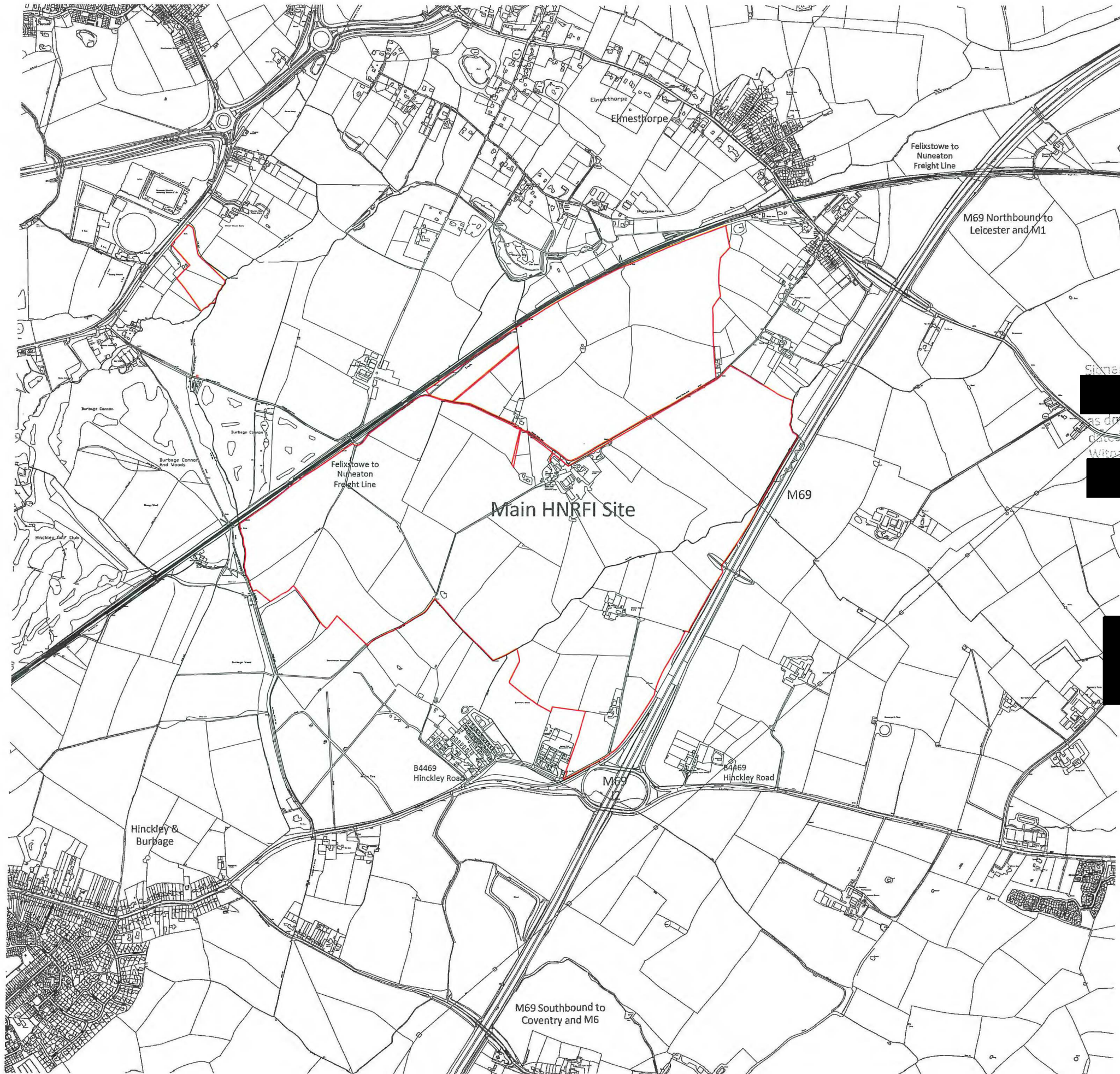
5. Part 5 – Notifications

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

5.2 To notify the County Council seven (7) days in advance of the Opening of the Slip Roads.

APPENDIX 1

PLAN 1 - Obligation Land



we warrant and agree to the copyright of all drawings by ourselves and our employees in part or in whole. We warrant that the drawings are our original work and that we have not copied or reproduced any part of them without the written consent of the copyright owner. We warrant that the drawings are our original work and that we have not copied or reproduced any part of them without the written consent of the copyright owner.



Signed for and on behalf of BARCLAYS BANK UK PLC,
 as duly appointed Attorney under a Power of Attorney
 dated [redacted] in the presence of
 Witness [redacted]

Mortgage Services
 PO Box 8575
 LEICESTER
 LE18 9AW

A 25.01.24 Ref L1717812.mxd
 no. date revision by

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TRITAX SYMMETRY
 A TRITAX BIG BOX COMPANY

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

Obligation Land

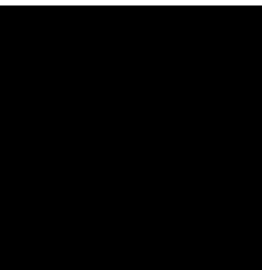
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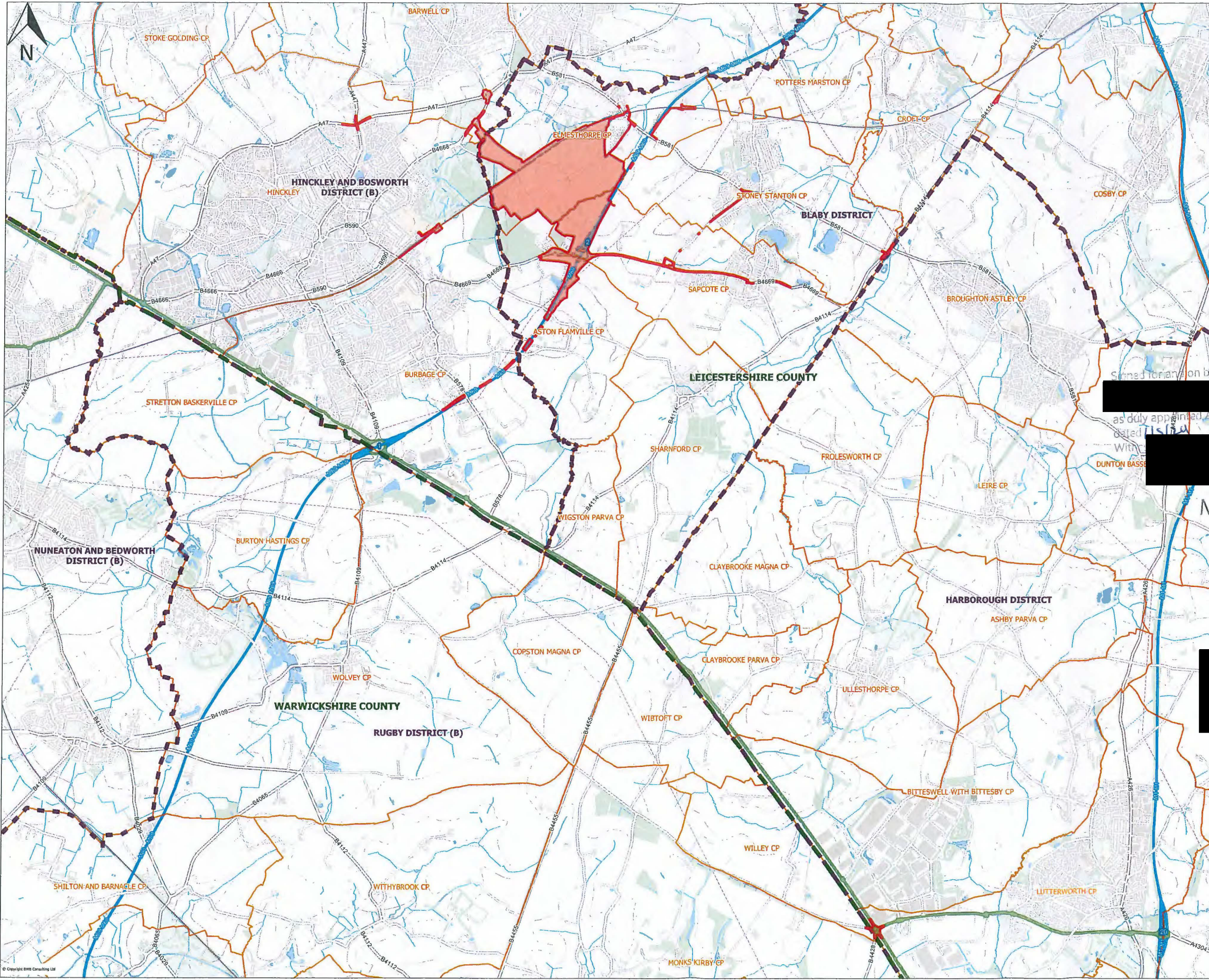
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no. 5905 - 331 Rev C

APPENDIX 2

PLAN 2 - Order Limits





Legend

- Order Limits
- District Boundary
- County Boundary
- County-District Bound
- Parish Boundary

Signed for and on behalf of BARC
 as duly appointed Attorney under a Power of Attorney
 dated 15/10/21 in the presence of
 With

Mortgage Services
 PO Box 8575
 LEICESTER
 LE18 9AW

PO6	04.01.23	Map layout updates	DF	SC
PO5	30.11.22	Final Issue	DF	SRH
PO4	27.10.22	Updated base mapping	DF	SC
PO3	06.12.21	Updated base mapping	CN	SC
PO2	03.12.21	Amended to Comments from Tritax	DF	SC
PO1	02.12.21	Preliminary Issue	DF	SC
Rev	Date	Details of issues/ revision	Drw	Chf

Project Title
**HINKLEY NATIONAL RAIL
 FREIGHT INTERCHANGE**

Drawing Title
ORDER LIMITS PLAN

Drawn:	C.Nias	Checked:	S.Carter
BWB Ref:	NTH2814	Date:	06.12.2021
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

CONFIRMATORY DEED

DATED _____ **2024**

Leicestershire County Council

and

[]

CONFIRMATORY DEED
Under Section 106 of the Town and Country Planning
Act 1990
relating to
the Hinckley National Rail Freight Interchange

THIS DEED is made on

2024

BETWEEN:-

- (1) **Leicestershire County Council** of County Hall, Glenfield, Leicester, LE3 8RA ("**the County Council**"); and
- (2) [] ("**the Owner**")

WHEREAS:-

- (A) This Confirmatory Deed relates to the Site.
- (B) The 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 the Principal Deed.
- (C) The County Council is the local highways authority for the area within which the Site is located and by whom the obligations contained in the Principal Deed and this Confirmatory Deed are enforceable.
- (D) This Confirmatory Deed is required pursuant to Clause [] of the Principal Deed to enable the Development to be carried out and is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Deed are binding on the Owner and the Owner's interest in the Site.

1. INTERPRETATION

- 1.1 Save where provided otherwise the words and expressions used in this Confirmatory Deed have the meanings assigned in the Principal Deed.
- 1.2 For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:-

"Principal Deed" means the unilateral undertaking dated [] given by (1) [redacted] and [redacted] (2) [redacted] and [redacted] (3) [redacted] and [redacted] (4) [redacted] as the EXECUTORS of the late [redacted] (5) [redacted] (6) [redacted] (7) [redacted] (8) [redacted] and [redacted] (9) [redacted] and [redacted] (10) TRITAX SYMMETRY (BARWELL) LIMITED, (11) BARCLAYS BANK UK PLC and (12) TRITAX SYMMETRY (HINCKLEY) LIMITED, pursuant to section 106 of the Town and Country Planning Act 1990 (as amended)

"Site" means the land shown edged red on the plan annexed to this Confirmatory Deed, registered at HM Land Registry under title numbers [LT260280 and LT278346]

2. OPERATION OF THIS CONFIRMATORY DEED

- 2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the 1990 Act and section 1 of the 2011 Act (as amended), section 111 of the

Local Government Act 1972 (as amended), section 2 of the Local Government Act 2000 (as amended) and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

2.2 The obligations, covenants and undertakings contained in this Confirmatory Deed given to the County Council are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the County Council for the area within which the Site is situated in accordance with the terms of the Principal Deed.

2.3 This Confirmatory Deed is entered into by the Owner so as to bind interest in the Site to the obligations, covenants, agreements and other provisions contained in the Principal Deed, and the Owner agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed shall be binding on the Owner's interest in the Site pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full.

3. **REGISTRATION**

3.1 This Confirmatory Deed is a local land charge and shall be registered as such by the County Council.

IN WITNESS whereof the parties have executed this Deed and delivered it on the day and year first above written

THE COMMON SEAL of)
LEICESTERSHIRE COUNTY COUNCIL)
was affixed in the presence of:)

Authorised Signatory

EXECUTED AS A DEED BY)

[]

acting by)

in the presence of)

.....

Witness signature

Name

Occupation

Address

EXECUTED AS A DEED BY)

TRITAX SYMMETRY (HINCKLEY) LIMITED acting by)

in the presence of)

Witness signature

Name

Occupation

Address

Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA

EXECUTED AS A DEED BY)

TRITAX SYMMETRY (BARWELL) LIMITED acting by)

in the presence of)

Witness signature

Name

Occupation

Address

Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA

EXECUTED AS A DEED BY)

BARCLAYS BANK PLC acting by its)

attorney(s) in the presence of)

Witness signature

Name

Occupation

Address

Signed for and on behalf of BARCLAYS BANK UK PLC by

as duly appointed Attorney under a Power of Attorney

dated

Witness

Mortgage Services
PO Box 8575
LEICESTER
LE18 9AW

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Tranee solicitor
1st Floor, One Colton Square, Leicester LE1 1QH

Signature

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Tranee solicitor
1st Floor, One Colton Square, Leicester LE1 1QH,

Signature

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA

Executed as a deed by
[Redacted]
as attorney for
[Redacted]
under a lasting power of attorney dated 29 February 2016

[Redacted Signature]

.....
in the presence of:

Signature

Witness signature

[Redacted]

Name

[Redacted]

Occupation

Associate Development Director

Address

Unit 2 Grange Park Court
Roman Way
NN4 5EA

Executed as a deed by

[Redacted]
as an **Executor** of

[Redacted]
in the presence of:

[Redacted Signature]

Signature

Witness signature

[Redacted]

Name

Occupation

Trainee solicitor

Address

1st Floor, One Colton Square, Leicester LE1 1QH

Executed as a deed by

[Redacted]
as an **Executor** of

[Redacted]
in the presence of:

[Redacted Signature]

Signature

Witness signature

[Redacted]

Name

Occupation

Trainee solicitor

Address

1st Floor, One Colton Square Leicester LE1 1QH

Executed as a deed by

[Redacted]
in the presence of:

.....
Signa

Witness signature

[Redacted]

Name

[Redacted]

Occupation

Associate Development Director

Address

Unit 2 Grange Park Court
Roman Way
NN4 5EA

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA

Signature

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Tranee solicitor

1st Floor, One Colton Square, Leicester LE1 1QH.

Signature

Executed as a deed by

in the presence of:

Witness signature

Name

Occupation

Address

Tranee solicitor

1st Floor, One Colton Square, Leicester LE1 1QH

Signature

Executed as a deed by

in the presence of:

Witness signature

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Address

Tranee solicitor

1st Floor, One Colton Square, Leicester LE1 1QH

Executed as a deed by


in the presence of:

Witness signature


Name

Occupation

Address


Associate Development Director

Unit 2 Grange Park Court
Roman Way
NN4 5EA


.....
Signature