Gateley Plc

DATED 01 March 2019

(1) FAR

(2) HINCKLEY & BOSWORTH BOROUGH COUNCIL

(3) LEICESTERSHIRE COUNTY COUNCIL

(4) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

S106A DEED OF VARIATION

Relating to Land at the former Nailstone Colliery

Ref: MJS\115391.002
Date: 31.01.2019
30778552.1

THIS DEED is made the 1st day of March 2019

BETWEEN

(1) **FAR** (incorporated in Cayman Islands) care of Maples Corporate Services Limited of P O Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the **Owner**);

(2) **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire LE10 0FR (the **Borough Council**);

(3) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Leicester Road, Glenfield, Leicester LE3 8RA (the **County Council**); and

(4) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices, Coalville, Leicester LE67 3FJ (the **District Council**).

WHEREAS:

(A) For the purposes of the Act, the Borough Council and the District Council are the respective local planning authorities for the area within which the Application Site (as defined in the First Undertaking) is located and are the local authorities for the purposes of the Local Government Act 1972.

(B) The County Council is the local highway authority and is a local planning authority for the area in which the Application Site is located

(C) The Owner is the freehold owner of the Application Site free from any encumbrances which would prevent the Owner entering into this Deed.

(D) On 7 December 2007 Viridor Waste Exeter Limited (**Viridor**) the then owner of the Application Site entered into the First Unilateral Undertaking.

(E) On 14 February 2011 Viridor entered into the Second Unilateral Undertaking.

(F) On 31 December 2014 the Owner (being the successor in title to Viridor) entered into the Third Unilateral Undertaking.

(G) On 4 August 2017 the Borough Council granted the 2017 Planning Permission.

(H) The parties to this Deed agree to vary the Unilateral Undertakings in the manner set out in this Deed.

THIS DEED WITNESSES the following:

1. **DEFINITIONS AND INTERPRETATION**

1.1 The following definitions apply to this Deed:

Councils

the Borough Council, the District Council and the County Council

First Unilateral Undertaking

the unilateral undertaking dated 7 December 2007 submitted pursuant to Section 106 of the Act (attached to this Deed at Annex 1);

Second Unilateral Undertaking

the unilateral undertaking dated 14 February 2011 submitted pursuant to Section 106 of the Act (attached to this Deed at Annex 2);

Third Unilateral Undertaking

the unilateral undertaking dated 31 December 2014 submitted pursuant to Section 106 of the Act (attached to this Deed at Annex 3);

Unilateral Undertakings

the First Unilateral Undertaking, the Second Unilateral Undertaking and the Third Unilateral Undertaking; and

2017 Planning Permission

the planning permission granted by the Borough Council on 4 August 2017 under reference 16/00567/FUL (attached to this Deed at Annex 4).

1.2 All words and phrases defined in the Unilateral Undertakings have the same meaning in this Deed unless explicitly stated otherwise.

1.3 The provisions of the Unilateral Undertakings shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106A of the Act and Section 111 of the Local Government Act 1972 so as to vary the First Unilateral Undertaking in the manner set out in this Deed and the Owner's obligations and covenants contained in this Deed:

(a) are covenants and planning obligations to which these statutory provisions apply; and

(b) relate to the Application Site in the manner set out in this Deed; and

(c) are enforceable by the Councils as the local planning authority.

2.2 This Deed shall be registrable as a local land charge.

3. **COMMENCEMENT**

The provisions in this Deed shall take effect upon its completion.

4. **VARIATION**

4.1 The parties agree that in Schedule 3 of the First Undertaking:

4.1.1 In paragraph 1.1 the drawing number reference shall be deleted and replaced with the drawing number reference 018750 CA-0-G00-DR-SE-1000-P09 (attached in the Plans Annex to this Deed).

4.1.2 Paragraph 2 shall be deleted and replaced with the following:

2. **Junction at Bagworth Road/Grange Road/Wood Road**

2.1 that the Development shall not be Occupied until the works on Bagworth Road, Grange Road and Wood Road have been substantially completed to the satisfaction of the County Council in general accordance with Drawing Number 13/052 (annexed hereto in the Plans Annex) unless otherwise agreed in writing by the County Council and the Borough Council.

4.1.3 In paragraph 3.1 the drawing number reference shall be deleted and replaced with the drawing number reference 4752.000H1/1/001 (annexed hereto in the Plans Annex).

4.1.4 In paragraph 4 the words 'Traffic Signals' shall be deleted and replaced with the words 'compact roundabout'.

4.1.5 In paragraph 4.1 the drawing number reference shall be deleted and replaced with the drawing number reference 4752.000H1/1/002 (annexed hereto in the Plans Annex).

4.1.6 A new paragraph 4.1A shall be included as follows:

4.1A Road Maintenance

4.1A.1 That the Development shall not be Occupied until road maintenance works are inspected and certified in writing to be substantially constructed by the County Council generally in accordance with Drawing Number 4752.000/H1/1/003 (annexed hereto in the Plans Annex).

4.1.7 Paragraph 7.1 shall be amended to read as follows:

'that the Owner shall prior to Occupation of the Development provide a bus stop within the Application Site in the vicinity of the indicative layby shown on drawing number 13-052-K011b (annexed hereto in the Plans Annex) unless otherwise agreed in writing by the County Council and the Borough Council.'

4.2 This Deed shall be read in conjunction with the Unilateral Undertakings.

5. **LEGAL COSTS**

5.1 The Owner will pay on completion of this Deed the District Council's reasonable legal costs and disbursements in connection with its preparation in the sum of £250.00 (two hundred and fifty pounds).

5.2 The Owner will pay on completion of this Deed the County Council's reasonable legal costs and disbursements in connection with its preparation in the sum of £250.00 (two hundred and fifty pounds).

5.3 The Owner will pay on completion of this Deed the Borough Council`s reasonable legal costs and disbursements in connection with its preparation in the sum of £540.00 (five hundred and forty pounds).

In witness to the above the parties have executed this document as a Deed the day and year above written

EXECUTED as a **DEED** by **FAR**) CARL JOHAN ERIKSON
In the presence of:)

Director .....

Witness .....

Witness Name: SUNDAR KAMATH
Address: OFFICE 902, 9TH FLOOR, BOULEVARD PLAZA. TOWER 1, DOWNTOWN, DUBAI
Occupation: ASSOCIATE

Witness .....

Witness Name: Marwan Awad
Address: Villa 56B, Street 27D, Al Garhoud, Dubai, UAE
Occupation: Lawyer

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
HINCKLEY & BOSWORTH BOROUGH COUNCIL)
In the presence of:)

Authorised Signatory

1210

35293 (g)

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
LEICESTERSHIRE COUNTY COUNCIL)
In the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL)
In the presence of:)

Authorised Signatory

13450 (a)

ANNEX 1

DATED 4th December 2007

VIRIDOR WASTE EXETER LIMITED (1)

and

NAILSTONE PARK LIMITED (2)

to

HINCKLEY & BOSWORTH BOROUGH COUNCIL (3)

and

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL (4)

and

LEICESTERSHIRE COUNTY COUNCIL (5)

Unilateral Planning Obligation
under section 106 of the
Town and Country Planning Act 1990 (as amended)

relating to Land at the former Nailstone Colliery,
Leicestershire

αβχ

Stephens & Scown
Curzon House
Southernhay West
EXETER EX1 1RS

Telephone : 01392 210700
Fax : 01392 274010

DNC/NAIL2 5.5 - 3 Dec 07

e-mail : planning@stephens-scown.co.uk
Ref: DNC/NAIL2.5.5

THIS DEED is made the 4th day of December 2007

BETWEEN

(1) VIRIDOR WASTE EXETER LIMITED (Co. Regn. No. 1403771) of Peninsula House Rydon Lane Exeter EX2 7HR ("the Owner")

(2) NAILSTONE PARK LIMITED (Co. Regn. No. 4105164) of Greendale Court Clyst St Mary Exeter ("Nailstone")

TO

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL of Council Offices Argents Mead Hinckley LE10 1BZ ("the Borough Council")

(4) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of Council Offices Coalville Leicester LE67 3FJ ("the District Council")

(5) LEICESTERSHIRE COUNTY COUNCIL of County Hall Leicester Road Glenfield Leicester LE3 8RA ("the County Council")

WHEREAS

1. The Borough Council and the District Council are the local planning authorities for the purposes of the Act for the area in which the Application Site is situated and by whom the obligations contained in this Deed are enforceable
2. The County Council is the highway authority and a strategic and local planning authority for the purposes of this deed for the area within which the Application Site is situated and is a further party by whom the obligations contained in this deed are enforceable
3. The Owner is the registered proprietor with title absolute under title number LT289365 of the Application Site

4. Nailstone have entered into an Option Agreement with the Owner dated 22 December 2000

5. As agent for Nailstone SWIP Limited has submitted the Application to the Borough Council in respect of the Application Site

6. The Borough Council has resolved to approve the Application and the Application has been called-in by the Secretary of State for Communities and Local Government

7. The District Council has not determined the Duplicate Application

8. The Owner and Nailstone have agreed to enter into this deed to address considerations relevant to the grant of planning consent

NOW THIS DEED WITNESSETH:-

1. Definitions and Interpretations

1.1 In this Deed the following words and expressions shall have the following meanings:

1.1.1 "Act" means the Town and Country Planning Act 1990 or any re-enactment or modification thereof for the time being in force

1.1.2 "the Call-in " means decision to call-in the Application for determination by the Secretary of State for Communities and Local Government and bearing reference number APP/K2420/V/07/1201506

1.1.3 "Application" means the application registered by the Borough Council on 4 September 2006 and bearing the reference number 06/00980/OUT for the Development on the Application Site together with all plans specifications and particulars deposited with the Borough Council and forming part of the Application

1.1.4 "Application Site" means land at the former Nailstone Colliery site shown edged red on the Plan

1.1.5 "Assistant Director" means the Head of Culture and Development for the time being of the Borough Council or such other officer authorised by him or nominated in writing by the Borough Council

1.1.6 "Commencement of the Development" means the date on which any material operation (as defined in Section 56(4) of the Act) comprised in the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, day to day site management, pollution control, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly

1.1.7 "the Councils" means the Borough Council the District Council and the County Council

1.1.8 "the Country Park" means the country park proposed for the former Nailstone Colliery as the same is more particularly described in the Country Park Management Plan

1.1.9 "the Country Park Financial Contribution" means the sum of Nine Hundred and Eighty Thousand Pounds (£980,000) to pay for the maintenance of the Country Park for a minimum period of ten years from its completion

1.1.10 "the Country Park Land" means all that land forming part of the Application Site to be laid out as the Country Park as the same is shown for the purposes of identification only edged green on the Plan

1.1.11 "the Country Park Management Plan" means the proposal (including a master plan) for the creation maintenance and management of the Country Park as the same is described in the draft country park management plan annexed hereto as Schedule 4 and for the avoidance of doubt shall be submitted to and approved in writing by the Borough and District Councils

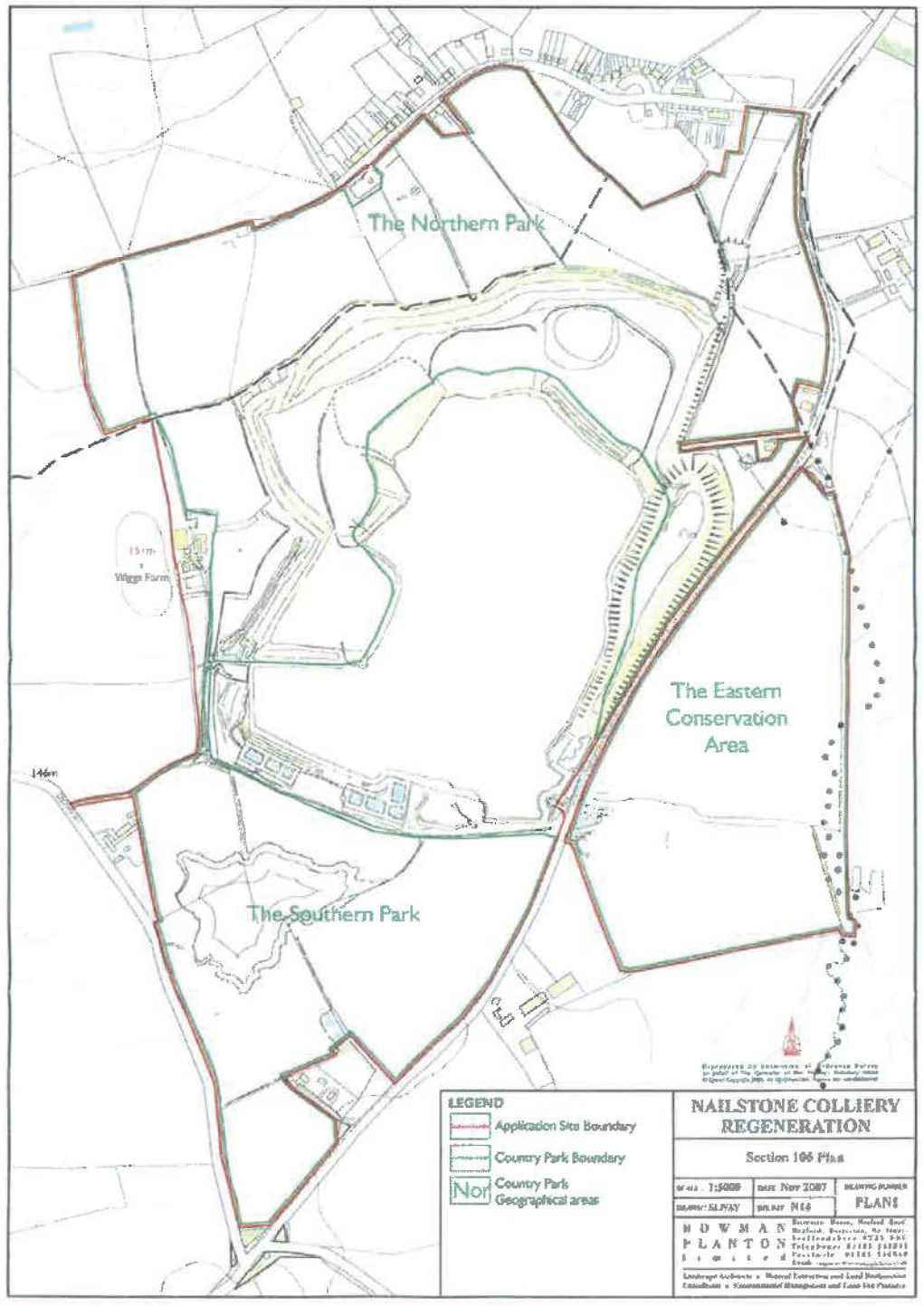
1.1.12 "the Country Park Management Company" means a company set up for the express purpose of managing and maintaining the Country Park or the Borough Council or District Council or an existing company which the Borough Council and the District Council accept in writing is capable of maintaining and managing the Country Park and in the event of disagreement the Borough Council's decision shall be final

1.1.13 "Bus Service" means the operation of a new bus service as described in Schedule 3 paragraph 6.2.1 of this deed to commence service either before or immediately from first Occupation of the Development

1.1.14 "Bus Service Contribution" means the sum of One Hundred and Forty Thousand Pounds (£140,000) payable to the County Council in accordance with Schedule 3 paragraph 6.4 and 6.5 of this deed

APPLICATION SITE PLAN




The Northern Park
The Eastern Conservation Area
The Southern Park
146m
LEGEND
Application Site Boundary
Country Park Boundary
Country Park Geographical areas
NAILSTONE COLLIERY REGENERATION
Section 106 Plans
PLAN1
HOWMAN PLANTON Limited

1.1.15 "Bus Service Payment" means the sum of One Million Four Hundred Thousand Pounds (£1,400,000) payable to the County Council in accordance with Schedule 3 paragraph 6.10 of this deed

1.1.16 "Development" means the redevelopment of the former Nailstone Colliery in accordance with the Planning Permission as the same is more particularly described in the Application

1.1.17 "Director LCC" means the Director of Highways Transportation and Waste Management for the time being of the County Council or such officer authorised by him or nominated in writing by the County Council

1.1.18 "Duplicate Application" means the application for planning permission made to the District Council and bearing reference number 06/01503/OUT

1.1.19 "Index means

(i) In respect of the Country Park Financial Contribution the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor or if for any reason the Index shall be abolished, there shall be substituted for the purposes of this Schedule, such index of food price costs (including the altered All Items Retail Prices Index) as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the

parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the costs of living; and

"Base Index Date" means the date of the grant of Planning Permission.

"Base Index Figure" means the figure published in respect of the Index immediately prior to the Base Index Date

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which Country Park Financial Contribution is paid

The Country Park Financial Contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

Where: "A" equals the Country Park Financial Contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

(ii) in respect of the financial contribution or sums payable in accordance with the Third Schedule the Building Cost Information Service Index

1.1.20 "Infrastructure Works" means the physical works described in the Third Schedule hereto

1.1.21 "Occupation" or "Occupied" means the date on which any building built as part of the Development is first occupied and used for the purpose for which it was built

1.1.22 "Plan" or "Plans" means the plan or plans annexed hereto

1.1.23 "Planning Permission" means conditional permission for the Development pursuant to the Application and the Call-in

1.2 In this Deed

1.2.1 words importing the masculine gender include the feminine and the neuter and vice versa

1.2.2 words importing the singular include the plural and vice versa

1.2.3 reference to persons include bodies corporate and vice versa

1.2.4 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally so as to apply and be enforceable against all both or any of such persons and their and each of their personal representatives

1.2.5 subject to Clause 5.2 reference to any party shall include their successors in title or responsibilities thereof

1.2.6 reference to any officer of the Councils shall include such officer for the time being of the Councils or anyone authorised by him or the Councils to act on his behalf or in that capacity

1.2.7 the clause headings shall not affect the construction of this deed

1.2.8 save where otherwise stated any reference to a numbered clause paragraph or schedule means the clause paragraph or schedule in this deed which is so numbered

1.2.9 every reference to any statute or any section of any statute shall be read and construed as including a reference to any statutory amendment modification or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme or other such matter made in pursuance of such statute

1.2.10 any reference in this deed to a working day shall mean Mondays to Fridays excluding any day which is a Bank Holiday in England and Wales but shall exclude any day between 27 and 31 December exclusive in any year

1.2.11 where any expiry date falls on a Saturday Sunday or public holiday then the period concerned shall expire on the next normal working day

1.2.12 Any covenant by a party not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by any person authorised by them to be on the Application Site or to act under this deed

2. Statutory Provisions Covenants and Conditions Precedent

2.1 This deed is made pursuant to the provisions of Section 106 of the Act and the covenants in the Schedules to this deed shall be deemed to be planning obligations for

the purposes of Section 106 of the Act the requirements of which shall be enforceable by the Councils as recited above and subject to Clause 5.2 shall bind successors in title to the Application Site

2.2 Save for Clause 3.2 below this deed shall be conditional upon the grant of Planning Permission for the Development but shall have no effect until Commencement of Development

2.3 Where consent approval or agreement of any party hereto is required for any purpose under or in connection with the terms hereof it shall be made in writing in accordance with Clause 4 below and shall not be unreasonably withheld or delayed

3. **Covenants by the Owner and Nailstone**

3.1 Pursuant to Section 106 of the Act and all other enabling powers the Owner and Nailstone for themselves hereby covenant to the Councils

3.1.1 that the restrictions provisions and obligations on the part of the Owner and Nailstone specified in Schedules 2 and 3 shall be carried out and complied with in accordance with those Schedules

3.1.2 that the Application Site shall be permanently subject to the restrictions and provisions specified in Schedules 2 and 3 hereto unless:

3.1.2.1 subsequently varied by agreement between (1) the Owner (2) Nailstone and (3) the Councils or modified in accordance with s106A or S106B of the Act

3.1.2.2 the Owner or Nailstone or any successors in title does not Commence the Planning Permission

3.1.2.3 the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meanings of sections 91 to 93 inclusive of the Act or is revoked or modified in accordance with Sections 97 to 100 inclusive of the Act without the consent of the Owner and Nailstone

3.1.3 to give notice to the Assistant Director and the Director LCC of their intention to Commence the Development at least 28 days before Commencement of the Development in the form of the Commencement Notice set out in Schedule 1 provided that the failure by the Owner or Nailstone to give the Commencement Notice at the correct time or at all shall not invalidate any part of this deed or the initiation of the Planning Permission

3.2 Nailstone shall pay to the Councils on completion of this Deed the reasonable legal costs of the Councils incurred in the negotiation and preparation of this Deed

4. Notices

4.1 Any notice consent or approval required to be given under this deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post or through any document exchange of which the intended recipient is a member or facsimile transmission

4.2 The address for service of any such notice consent or approval as aforesaid shall be the address or document exchange number given in the definition of the parties hereto or such other address for service or document exchange number as shall have been previously notified to the other party in writing

4.3 A notice consent or approval under this deed shall be deemed to have been served as follows:

4.3.1 if personally delivered at the time of delivery;

4.3.2 if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

4.3.3 if sent by facsimile transmission at the time of successful transmission;

and in providing such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid recorded delivery envelope (as appropriate) or that the facsimile was successfully transmitted on a tested line as the case may be

5. General Provisions

5.1 This deed is a local land charge and shall be registered as such by the Councils

5.2 This deed shall be enforceable against the Owner and Nailstone to the extent specified in Section 106 of the Act and against any person for the time being deriving title from the Owner or Nailstone but (in accordance with Section 106(4) of the Act) the Owner and Nailstone shall not have any further liability under this deed (but without prejudice to the rights of the Councils in respect of any antecedent breach) in respect of any period during which the Owner or Nailstone (or as the case may be such other person) no longer has an interest in the Application Site PROVIDED THAT the reservation of any right or the inclusion of any covenants or restrictions over the Application Site in any transfer of the Application Site will not constitute an interest

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

5.4 This deed is not intended to confer any benefit on any party other than the parties to this deed and for that purpose the application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded

5.5 This deed is enforceable by the Councils as the local planning and highway authorities

5.6 This deed is to be governed by and interpreted in accordance with the laws of England and Wales

5.7 Nothing in this deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than one relating to the Development as specified in the Application and determined by the Appeal) granted (whether or not on appeal) after the date of this deed

5.8 Dispute Resolution

5.8.1 The Owner and Nailstone agree that any dispute arising out of or in connection with this deed shall (with the agreement of the Councils) be referred to a person having appropriate qualifications and experience in such matters ("the Expert") for the determination of the dispute

5.8.2 The Expert shall be appointed jointly by the parties or in default of agreement by a person nominated for the time being by the President for the time being of the Institute of Chartered Arbitrators on the application of any of the parties

5.8.3 The decision of the Expert shall be final and binding upon the Owner and Nailstone (and with the agreement of the Councils upon the Councils) and the following provisions shall apply:

5.8.3.1 the charges and expenses of the Expert shall be borne by the Owner or Nailstone

5.8.3.2 the Expert shall give the parties an opportunity to make representations and counter representations to him before making his decision

5.8.3.3 the Expert shall be entitled to obtain opinions from others if he so wishes

5.8.3.4 the Expert shall make his decision within the range of any representations made by the parties themselves

IN WITNESS whereof the Owner and Nailstone have executed this planning obligation as a Deed the day and year first before written

Schedule 1

Commencement Notice

In accordance with a deed under Section 106 of the Town and Country Planning Act 1990 made the [COMPLETE] day of [COMPLETE] 2007 ("the deed") by which Viridor Waste Exeter Limited and Nailstone Park Limited covenanted with (1) Hinckley & Bosworth Borough Council (2) North West Leicestershire District Council (3) Leicestershire County Council relating to land at the former Nailstone Colliery we [insert name of developer] hereby give notice that we anticipate that the Commencement of Development (as defined in the deed) will occur on day of 200

Schedule 2

Country Park

The Owner and Nailstone (which in this Schedule expressly includes any successor in title including the Country Park Management Company) hereby covenant with the Borough Council and District Council:-

1. **Management of the Country Park**

   1.1 Prior to Commencement of the Development:

   1.1.1 that the Owner or Nailstone shall set up the Country Park Management Company subject as herein provided

   1.1.2 that the Owner or Nailstone shall at least one month before setting up the Country Park Management Company provide the Borough Council and the District Council with information on the intended formation of the Country Park Management Company and shall invite the Borough Council and the District Council to nominate a representative to join the Board of the Country Park Management Company

   1.1.3 that if either or both the District Council or the Borough Council advise the Owner or Nailstone pursuant to clause 1.1.2 of this Schedule in writing that they wish to nominate a representative to join the Board of the Country Park Management Company the Owner or Nailstone shall use reasonable endeavours to secure the appointment of such a representative or representatives

2. **Creation of the Country Park**

   2.1 The Owner and Nailstone shall not Commence the Development until the Borough Council and the District Council have confirmed in writing that they are satisfied that the Country Park will be laid out in accordance with the Country Park Management Plan

2.2 The Owner or Nailstone shall if so requested by the Borough Council or District Council enter into a bond to the reasonable satisfaction of the Borough Council and the District Council to guarantee the creation of the Country Park in accordance with the Country Park Management Plan

2.3 The Owner or Nailstone shall lay-out the Country Park in accordance with the Country Park Management Plan

3. Ownership of the Country Park

3.1 Prior to Occupation of the Development

3.1.1 the Owner or Nailstone shall transfer ownership of the Country Park Land free of any financial encumbrances to the Country Park Management Company ("the Transfer") in consideration of the Country Park Management Company assuming responsibility for the obligations contained in this deed insofar as they relate to the management and maintenance of the Country Park

4. Financial Contribution

4.1 On the Transfer

4.1.1 the Owner or Nailstone shall pay to the Country Park Management Company the Country Park Financial Contribution PROVIDED THAT the Country Park Management Company enters into a legally binding agreement to allow the Owner or Nailstone to complete the creation of the Country Park in accordance with this deed

4.1.2 the Owner or Nailstone shall confirm in writing to the Borough Council and the District Council that the Country Park Financial Contribution has been paid in accordance with clause 4.1.1 of this Schedule and shall on the written request of either the Borough Council or the District Council provide evidence to that effect

4.1.3 the Country Park Financial Contribution shall be increased in accordance with any increases in the Index

5. Transfer of Country Park Land

5.1 The Owner or Nailstone shall not Transfer the Country Park Land to the Country Park Management Company unless that company has been formed with the express and sole purpose as confirmed by its Memorandum and Articles of Association of diligently managing and maintaining the Country Park in accordance with the Country Park Management Plan or is an existing company which the Borough Council and the District Council accept in writing is capable of maintaining and managing the Country Park

6. Approval of the Country Park Management Plan

6.1 The Owner or Nailstone shall submit the Country Park Management Plan to the Borough Council and the District Council for approval and shall not Commence the Development until the Country Park Management Plan has been approved in writing by the Borough Council and the District Council PROVIDED ONLY that if either the Borough Council or the District Council have not responded in writing within three (3) months of receipt of the Country Park Management Plan setting out the reasons for not approving the Country Park Management Plan the Owner or Nailstone may Commence the Development and carry out the Development as if the Country Park Management Plan as submitted had been approved

6.2 The Owner or Nailstone shall consult with the Borough Council and the District Council on the physical layout of the Country Park and on the physical infrastructure to be included within the Country Park before settling the Country Park Management Plan and shall incorporate into the Country Park Management Plan any details that the Borough Council or the District Council as the case may be might reasonably require within the scope of the draft country park management plan annexed hereto as Schedule 4

7. Implementation of the Country Park Management Plan

7.1 The Owner or Nailstone shall fully implement the Country Park Management Plan or any variation thereof as might be agreed in writing by both the Borough Council and the District Council

7.2 The Owner or Nailstone shall use reasonable endeavours to keep to the programme referred to in paragraph 9.3 below for the completion of the Country Park and its opening to members of the public and in any event the programme shall be completed prior to the Transfer of the Country Park

8. **Transfer at the Borough Council's or District Council's Request**

8.1 If within six weeks of the approval of all reserved matters and the Borough Council having received the information in accordance with paragraph 1.1.2 hereof gives notice in writing to the Owner or Nailstone that the Borough Council want the Country Park Land transferred to the Borough Council the Owner or Nailstone shall transfer the Country Park Land to the Borough Council for a consideration of One Pound (£1) PROVIDED THAT the Borough Council enters into a legally binding agreement to allow the Owner or Nailstone to complete the creation of the Country Park in accordance with this deed

8.2 If the Borough Council do not give notice in accordance with paragraph 8.1 hereof the Owner or Nailstone shall at any time before the Transfer transfer the Country Park Land to the District Council for a consideration of One Pound (£1) if the District Council give notice in writing to the Owner or Nailstone that the District Council would like the Country Park Land transferred to the District Council PROVIDED THAT the District Council enters into a legally binding agreement to allow the Owner or Nailstone to complete the Country Park in accordance with this deed

8.3 In the event of the Borough Council or the District Council making a request pursuant to clause 8.1 or8.2 of this Schedule before the Transfer the Owner or Nailstone shall complete the creation of the Country Park in accordance with the Country Park Management Plan and pay prior to full Occupation of the Development or if sooner upon completion of the Country Park the Country Park Financial Contribution to the Borough Council or the District Council as the case might be whereupon the Owner's or Nailstone's responsibilities for the Country Park and the Country Park Management Plan as detailed in this Schedule shall immediately cease

8.4 The Country Park Financial Contribution payable pursuant to paragraph 8.3 above shall be increased in accordance with the Index

9. **The Country Park Management Plan**

9.1 that the Country Park Management Plan shall cover the area of land defined in this deed as the Country Park Land

9.2 that the Country Park Management Plan shall include a detailed master plan for the creation of the Country Park

9.3 that the Country Park Management Plan shall include details of the programme of works for the creation of the Country Park including the date following Commencement of the Development for the commencement of those works and the programmed date for the completion of those works and the programmed date or dates for the opening or phased opening of the Country Park to members of the public

9.4 that the Country Park Management Plan shall provide full details for the monitoring and management of the various habitats facilities and attractions within the Country Park to ensure that these are created and then maintained and managed in a favourable condition

9.5 that the master plan referred to in paragraph 9.2 of this Schedule shall show as a minimum unless otherwise agreed in writing by the parties:

9.5.1 the habitats to be created

9.5.2 access provision

9.5.3 a visitor information centre

9.5.4 a fishing lake

9.5.5 an adventure play area

9.5.6 picnic areas

9.5.7 view points

9.5.8 hides

9.5.9 footpaths trails bridleways and cycle paths

9.6 that the Country Park Management Plan referred to in paragraph 9.2 of this Schedule shall include the following objectives:-

9.6.1 to establish an administrative structure capable of managing and maintaining the Country Park in the long term

9.6.2 to create and maintain the Country Park in keeping with National Forest aims and initiatives

9.6.3 to protect and enhance existing and proposed new woodland areas including the management and enhancement of the mature ancient woodland in Wiggs Wood

9.6.4 to protect and maintain existing and proposed new wildlife habitats

9.6.5 to maintain a comprehensive system of public rights of way to encourage public access and use of the Country Park including local community involvement and use and access to the Development

9.6.6 to provide opportunities for appropriate recreational activities and educational activities with in the Country Park

9.6.7 to encourage and promote woodland skills and to explore and encourage carbon neutral energy generation opportunities

9.6.8 to adopt good management practices wherever feasible in order to meet the above objectives

9.7 that the Country Park Management Plan shall include a requirement that at the written request of either the Borough Council or the District Council the Owner shall provide a written report detailing progress with the implementation of the Country Park Management Plan and responding to any specific reasonable request from either the Borough Council or the District Council for information concerning the implementation of the Country Park Management Plan

10. Notification of Completion of Country Park

10.1 The Owner or Nailstone shall notify the Borough Council and the District Council in writing when the Country Park has been completed in accordance with the Country Park Management Plan

Schedule 3

Infrastructure Works

The Owner and Nailstone covenant with the Councils:

1. Main Site Access Junction at Wood Road

1.1 that the Development shall not be Occupied until the main site access at Wood Road has been substantially completed to the satisfaction of the Director LCC in general accordance with Drawing Number 15209/003/002 Rev D annexed hereto unless agreed otherwise in writing by the County Council

2. New Roundabout

2.1 that the Development shall not be Occupied until a roundabout has been substantially completed to the satisfaction of the Director LCC in general accordance with Drawing Number 15209/003/011 annexed hereto unless agreed otherwise in writing by the County Council

3. Junction Improvements including Traffic Signals at Junction of Victoria Road with Ellistown Terrace Road and Station Road

3.1 that the Development shall not be Occupied until improvements are substantially completed to the satisfaction of the Director LCC at the junction of Victoria Road with Ellistown Terrace Road and Station Road generally in accordance with Drawing Number 152009/003/004 annexed hereto unless agreed otherwise in writing by the County Council

4. **Junction Improvements including Traffic Signals at Junction of Station Road with Wood Road**

4.1 That the Development shall not be Occupied until improvements are substantially completed to the satisfaction of the Director LCC at the junction of Station Road with Wood Road generally in accordance with Drawing Number 152009/003/005 annexed hereto unless agreed otherwise in writing by the County Council

5. **HGV Directional Signage**

5.1 that the Development shall not be occupied until a scheme of advanced direction signing including naming of the Application Site to ensure that HGV movements are directed away from Nailstone Village and to the A447 via Grange Lane has been implemented as generally illustrated within Figure HGV001 hereto unless agreed otherwise in writing by the County Council

6. **Provision of New Bus Service**

6.1 that the Development shall not be Occupied until the Owner or Nailstone at its/their sole expense has either satisfied the requirements of paragraph 6.2 or paragraph 6.4 or paragraph 6.10 of this Schedule:

6.2 to use reasonable endeavours to enter into a contract with a reputable bus operator to guarantee a new bus service as follows:

6.2.1 a new bus service to operate before or immediately from first Occupation of the Development serving Coalville - Ibstock - the Application Site - Battram Village - Ellistown - Bardon Industrial Estate - Coalville at a frequency of 60 minutes Monday to Saturday departing from Coalville between 05:30 and 21:30 or such other timings as may be agreed in writing with the County Council designed to serve the operation/shift pattern of those occupying the Development and at a frequency of 60 minutes departing from Coalville between 09:30 and 17:30 on a Sunday as detailed in Figure PUBTRANS 002 annexed hereto

6.3 that the Owner or Nailstone shall underwrite the costs of the provision of the Bus Service described in 6.2.1 above for a period of ten (10) years from the date of first

operation of the Bus Service and shall provide the County Council with confirmation of its/their agreement with the bus operator guaranteeing the Bus Service

6.4 pay to the County Council the Bus Service Contribution in accordance with paragraph 6.5 of this Schedule

6.5 the Owner or Nailstone shall pay the Bus Service Contribution in the manner as follows:

6.5.1 the Owner or Nailstone shall pay to the County Council a sum of £140,000.00 per annum for a period of ten (10) years from the date of the first operation of the Bus Service

6.6 the Bus Service Contribution due and payable (having been calculated at October 2007 prices) shall be increased in accordance with any increases in the Index between that date and actual payment PROVIDED THAT if there is any change after the date of this deed in the reference base used to compile the Index the figure taken to be shown in the Index after such a change shall be the figure which would have been shown in the Index if the reference base current at the execution of the deed had not been retained

6.7 the County Council shall use the payments made under paragraph 6.5.1 to satisfy tender and up front set up and mobilisation costs but shall return unspent monies (being a sum equivalent to the revenue received from passengers) on the second anniversary of the letting of the contract for the Bus Service and annually thereafter for each year of operation together with interest thereon

6.8 upon the 10th anniversary of the Bus Service and PROVIDED THAT all payments and obligations contained in this Schedule have been complied with the obligations on the part of Owner or Nailstone for the continued provision of the Bus Service shall cease

6.9 if the County Council receives the Bus Service Contribution pursuant to paragraph 6.4 of this Schedule it may require the Owner or Nailstone to enter into a bond with a reputable surety approved beforehand by the County Council for the amount of the Bus Service Contribution at the start date to the effect that if the Owner or Nailstone defaults in carrying out its obligations the County Council may call upon

the surety to settle the outstanding payment PROVIDED THAT if the Bus Service Contribution is not paid to the County Council within one year of the date of the bond a further bond shall be entered into for a revised amount being the amount by which that part of the Bus Service Contribution then outstanding has increased or decreased by reference to the Index and the existing bond shall be released and on each anniversary of the date of this deed until the Bus Service Contribution has been paid in full the bond shall be reviewed in accordance with the provisions of this paragraph

6.10 In the event that a bus operator has not entered into a contract as envisaged and as provided by paragraph 6.2 of this Schedule and in the event the County Council does not tender the Bus Service as envisaged and as provided by paragraph 6.7 of this Schedule then the Owner or Nailstone may discharge its obligation to provide the Bus Service by paying to the County Council prior to Occupation of the Development the Bus Service Payment

7. **Provision of New Bus Stop Infrastructure**

7.1 that the Owner or Nailstone shall prior to Occupation of the Development provide bus stops at the main entrance to the Application Site (northbound and southbound) and on Bagworth Road approaching the proposed roundabout referred to in paragraph 2 above from the direction of Nailstone Village and on Grange Road approaching the said proposed new roundabout

7.2 that the Owner or Nailstone shall prior to Occupation of the Development provide two new bus stops accommodated within highway land on Wood Road near Battram Road (southbound) and at Bardon Industrial Estate

7.3 that all the bus stops to be provided in accordance with paragraphs 7.1 and 7.2 above shall incorporate shelters with timetable cases seating raised and lowered kerbs lay-bys and such ancillary footways as the County Council might reasonably require and shall be provided within highway land or on land within the Application Site (which the Owner and Nailstone shall dedicate for public use) in the locations directed by the County Council

8. **Bus Travel Passes**

8.1 the Owner or Nailstone as the case may be shall not enter into any agreement with any purchaser or lessee of any part of the Application Site unless the purchaser or lessee have entered into a covenant that from the date of first Occupation the operators of any business employing people on the Application Site shall for a period of five (5) years from the date of first employing a person on the Application Site offer that employee and every new employee a free travel pass for a period of six (6) months to enable any such employee to access local bus services that service the Application Site unless agreed otherwise in writing by the County Council

9. **Costs of Infrastructure**

9.1 the Owner or Nailstone as the case may be shall enter into a legal agreement made pursuant to section 278 of the Highways Act 1980 or such other legal agreement as the County Council might reasonably require to secure the carrying out of the Infrastructure Works to the reasonable satisfaction of the County Council

Schedule 4

Draft Country Park Management Plan

EXECUTED by the parties hereto as a deed but not delivered until the day and year first before written

SIGNED AS A DEED BY)
VIRIDOR WASTE EXETER LIMITED)
in the presence of)

Acting by:



Director



Director/Secretary

SIGNED AS A DEED BY)
NAILSTONE PARK LIMITED)
in the presence of)

Acting by:

Director



Director/Secretary

SCHEDULE 3

INFRASTRUCTURE WORKS PLANS

15209/003/002

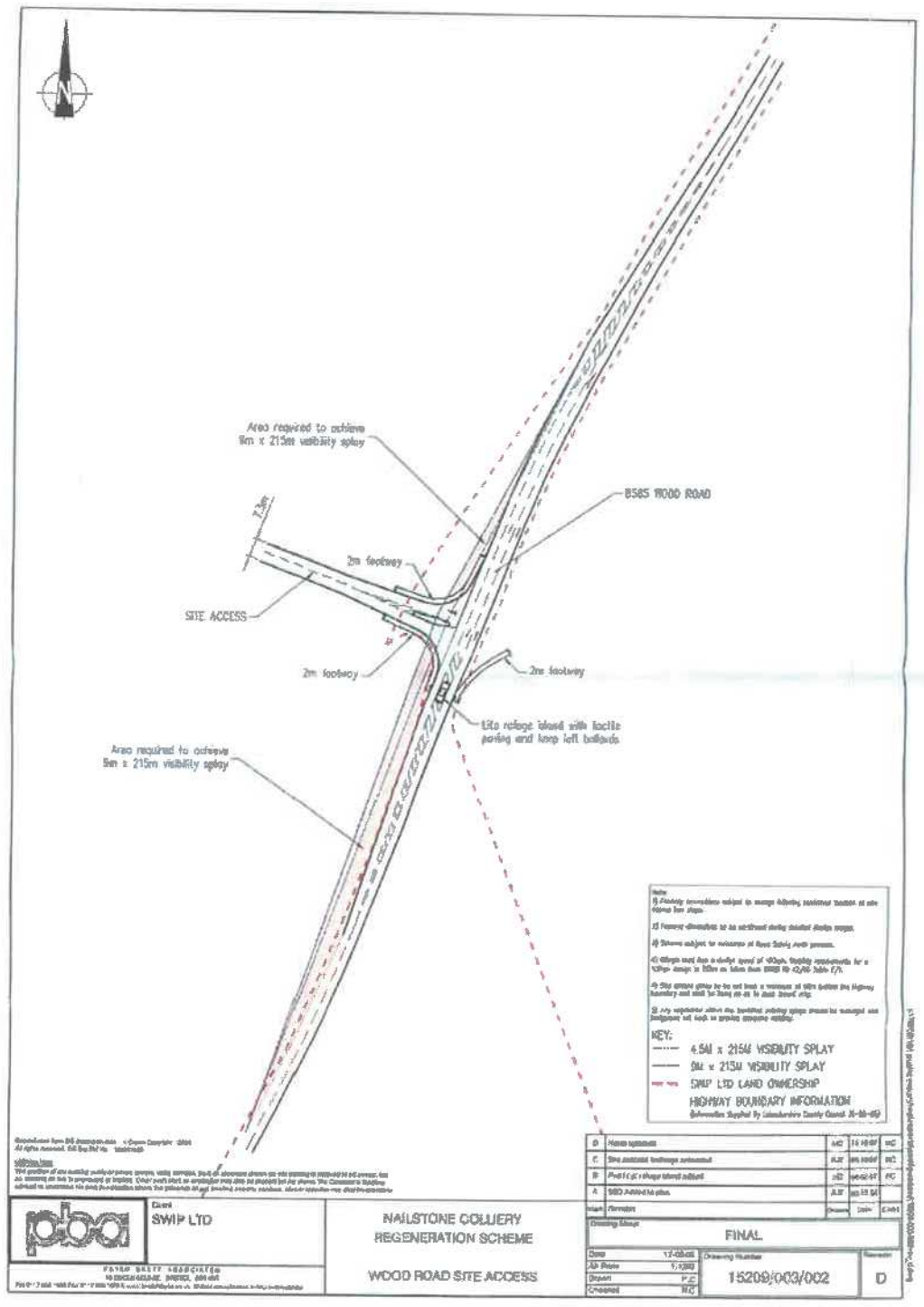
15209/003/011

15209/003/004

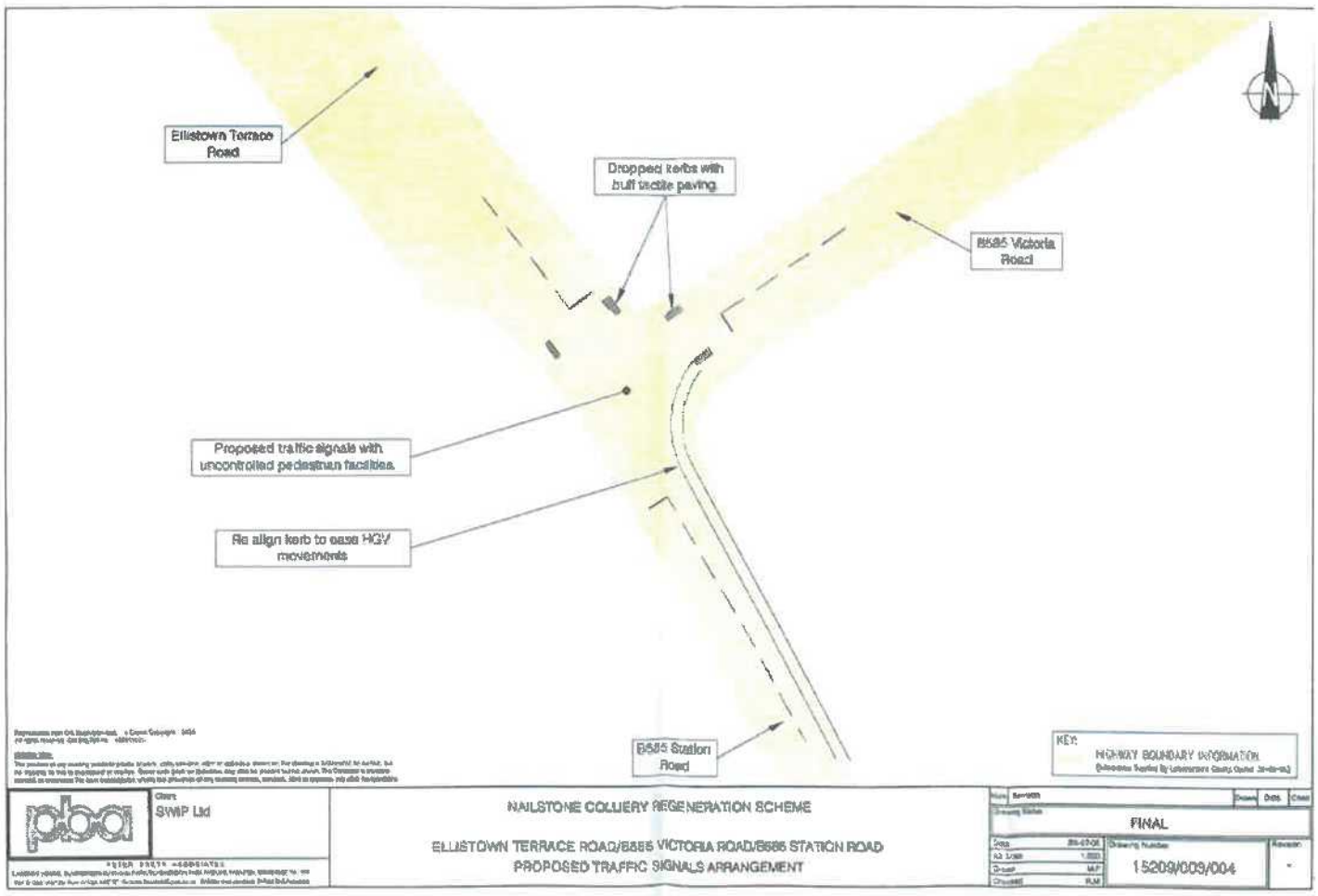
15209/003/005

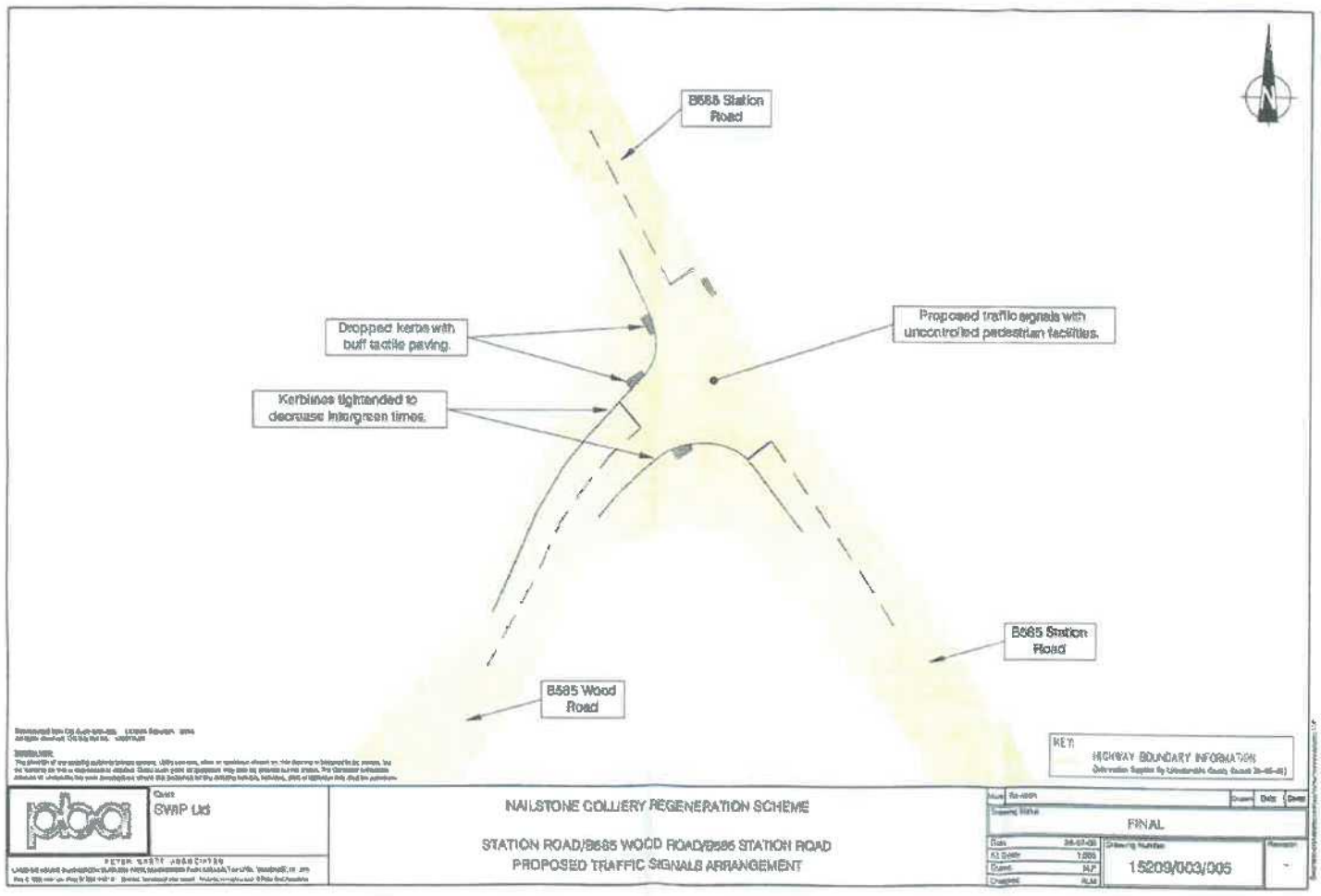
HGV 001

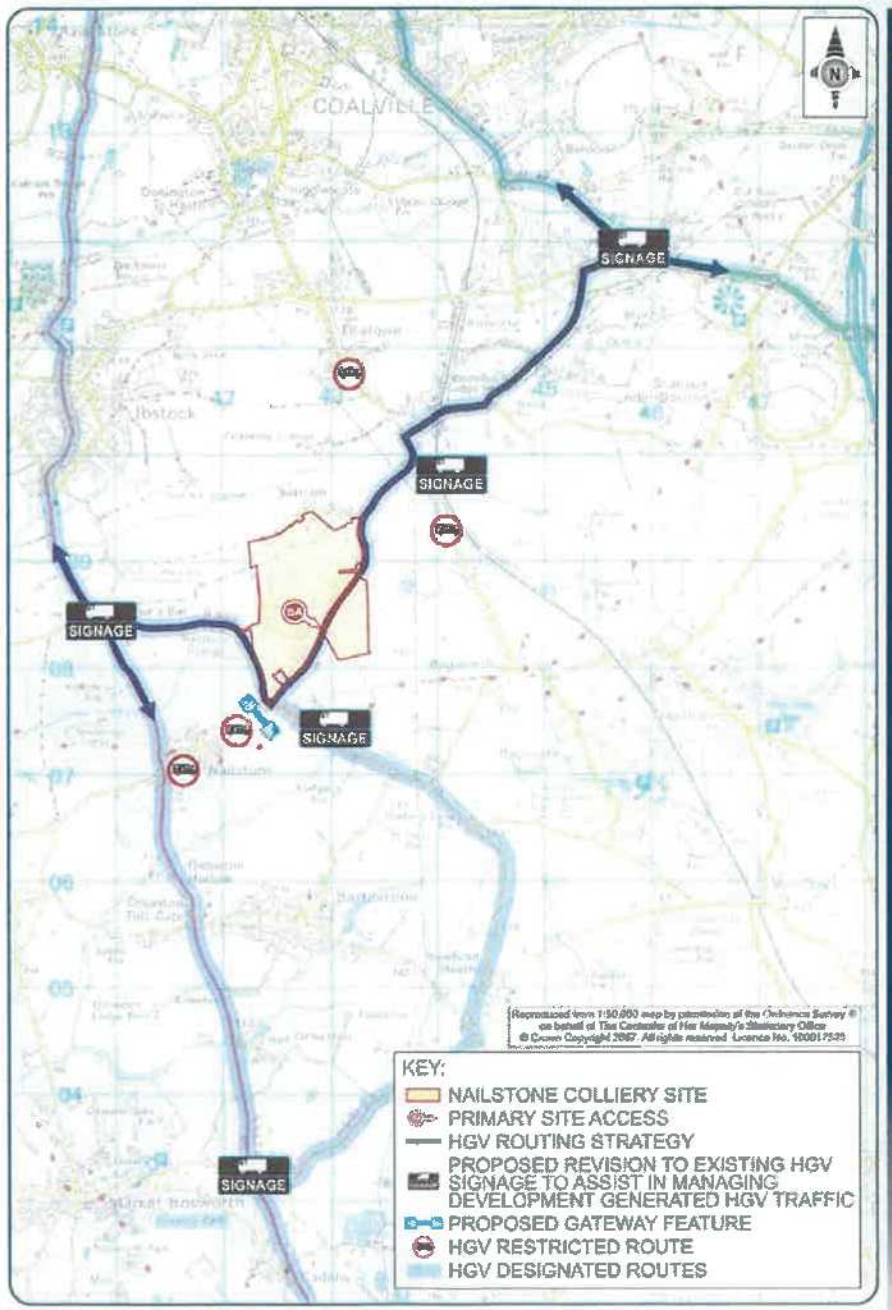
PUBTRANS 002


Area required to achieve
9m x 215m visibility splay
B585 WOOD ROAD
2m footway
SITE ACCESS
2m footway
2m footway
Area required to achieve
9m x 215m visibility splay
Note:
KEY:
4.5M x 215M VISIBILITY SPLAY
9M x 215M VISIBILITY SPLAY
SWIP LTD LAND OWNERSHIP
HIGHWAY BOUNDARY INFORMATION
Client
SWIP LTD
NAILSTONE COLLIERY
REGENERATION SCHEME
WOOD ROAD SITE ACCESS
FINAL
15209/003/002
D


3m BRIDLEWAY
TO NAILSTONE COLLIERY SITE
1m FOOTWAY
B582 GRANGE LANE
B585 WOOD ROAD
VEGETATION TO BE MANAGED / CLEARED.
1m FOOTWAY
PROPOSED EQUESTRIAN CROSSING
3m BRIDLEWAY (CONNECTING TO EXISTING RB7)
B582 BAGWORTH ROAD
BAGWORTH ROAD
KEY:
HIGHWAY BOUNDARY
SWP LTD LAND OWNERSHIP
1m FOOTWAY
TO NAILSTONE VILLAGE
Note:
1) Footway connections subject to change following confirmed location of local bus stops
2) Footway and Bridleway dimensions to be confirmed during detailed design stages.
3) Scheme subject to outcomes of Road Safety Audit process
Client
SWIP Ltd
NAILSTONE COLLIERY REGENERATION SCHEME
B585 WOOD ROAD / B582 GRANGE LANE / BAGWORTH ROAD PROPOSED ROUNDABOUT
FINAL
15209/003/011
-


Ellistown Terrace Road
Dropped kerbs with buff tactile paving
B585 Victoria Road
Proposed traffic signals with uncontrolled pedestrian facilities
Re align kerb to ease HGV movements
B585 Station Road
N
KEY:
HIGHWAY BOUNDARY INFORMATION
Client
SWIP Ltd
NAILSTONE COLLIERY REGENERATION SCHEME
ELLISTOWN TERRACE ROAD/B585 VICTORIA ROAD/B585 STATION ROAD
PROPOSED TRAFFIC SIGNALS ARRANGEMENT
FINAL
15209/009/004


B585 Station Road
Dropped kerbs with buff tactile paving.
Kerblines tightranded to decrease intergreen times.
Proposed traffic signals with uncontrolled pedestrian facilities.
B585 Station Road
B585 Wood Road
KEY:
HIGHWAY BOUNDARY INFORMATION
pba
Client
SWIP Ltd
NAILSTONE COLLIERY REGENERATION SCHEME
STATION ROAD/B585 WOOD ROAD/B585 STATION ROAD
PROPOSED TRAFFIC SIGNALS ARRANGEMENT
FINAL
15209/003/005

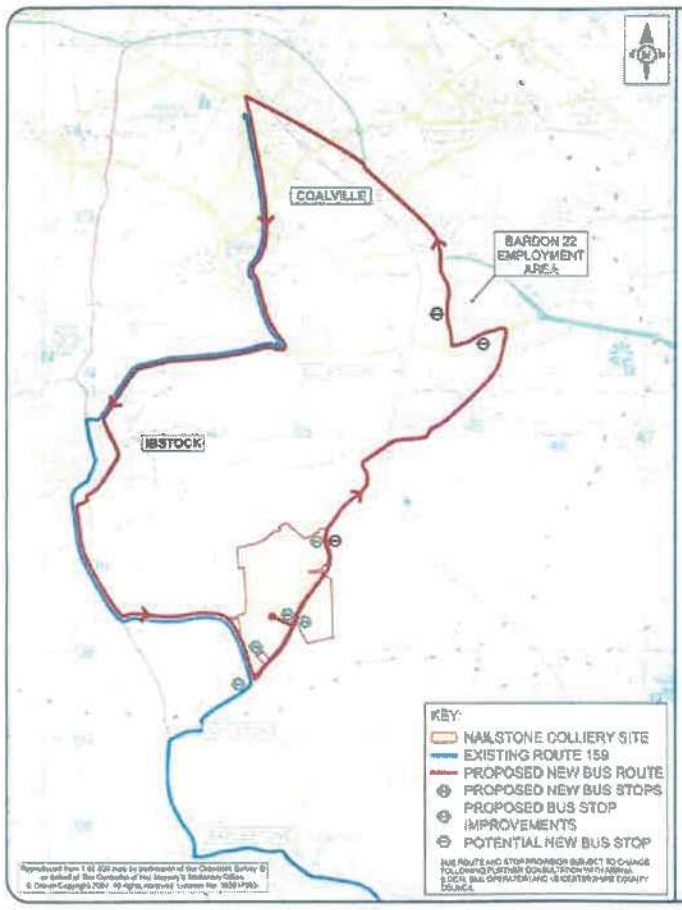


NAILSTONE COLLIERY REGENERATION SCHEME - HGV ROUTING STRATEGY (OCT 07)

peter brett associates

HGV ROUTING STRATEGY

FIGURE HGV 001



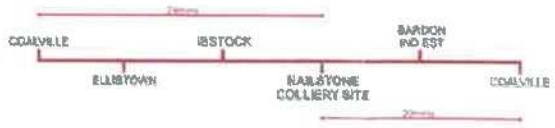
PROPOSED SERVICE TIMETABLE

MONDAY TO SATURDAY

Coalville, Marlborough Sq	0550	0630	then at these mins past each hour	30	until	2130
Ellistown Hotel	0556	0636		36		2136
Ibstock, General Store	0541	0641		41		2141
Nailstone, Wood Road arr	0554	0654		54		2154
Nailstone, Wood Road dep	0607	0707		07		2207
Bardon Ind Est	0618	0718		18		2218
Coalville, Marlborough Sq	0627	0727		27		2227

SUNDAY

Coalville, Marlborough Sq	0930	1030	then at these mins past each hour	30	until	1730
Ellistown Hotel	0936	1036		36		1736
Ibstock, General Store	0941	1041		41		1741
Nailstone, Wood Road arr	0954	1054		54		1754
Nailstone, Wood Road dep	1007	1107		07		1807
Bardon Ind Est	1018	1118		18		1818
Coalville, Marlborough Sq	1027	1127		27		1827



NAILSTONE COLLIERY REGENERATION SCHEME - PUBLIC TRANSPORT IMPROVEMENTS (OCT

peter brett associates

PUBLIC TRANSPORT IMPROVEMENTS
FIGURE PUGTRANS 002

pba

SCHEDULE 4



NAILSTONE COUNTRY PARK

DRAFT COUNTRY PARK MANAGEMENT PLAN

1.0 COUNTRY PARK DESCRIPTION AND AIMS

Land around the former colliery, including parts of the restored spoil mounds, is to be incorporated into the proposed Country Park with extensive public access and recreational opportunities in keeping with the National Forest Strategy. The Park will be set within a woodland framework, with a variety of blocks and shapes of tree and shrub planting interspersed with open meadow land. An extensive network of improved access routes and new rides and trails are also proposed, linking to the maturing woodlands to the north and west of the proposed Country Park. The management and enhancement of the mature woodland in Wiggs Wood, and of the existing hedgerows and watercourses on the site, for long term ecological benefit will also be incorporated into the Country Park aims.

The Country Park will have three geographically distinct areas and the proposals have been developed with different aims for the three areas. The northern area will make up the largest and most actively used area of the park. To the south, the land around the new fishing lake is intended for quieter recreational pursuits. On the opposite side of Wood Road from the former colliery, a third area will be developed as a nature conservation area with restricted public access and an emphasis on the creation of new wildlife habitats. (refer to Plan 1 (Section 106 Plan) and drawing SLP1 attached).

The Northern Park

The northern park occupies some 54ha. All of this area is to be planted up, with the densest woodland to the west and south of the area, linking to Battram Wood and the existing Nailstone Wiggs Wood. Large blocks of trees are to be planted with predominantly mixed broadleaved and coniferous woodland species. The woodland fringes alongside the access routes will include indigenous understorey species and woodland food plants.

A small shallow lake is proposed and will provide an informal wildlife and recreation area.

The main access into the Country Park will be from this northern area and a new car park and cycle route is proposed for the northeast corner, off Battram Road. The areas closest to the village will comprise the most formal area of the Park with a sensory garden and small sitting areas, as well as meadowland to protect the open views from the dwellings in Battram. Away

from the village there will be more active areas with adventure play equipment linking to the play area adjacent to the Battram Access Centre, picnic areas around the new northern lake, and an outdoor classroom for educational activities. This will be linked to the only building proposed for the Park which will provide warden and educational facilities. Interpretation boards and signposting will link the various areas of the Park. All these facilities will be set within a woodland context, which on maturity could provide opportunities for the demonstration of woodland skills such as coppicing and greenwood working as part of the educational strategy. In keeping with the enhanced environmental proposals within the development it is intended that the new building will be built using sustainable materials and be as energy efficient as possible. Should permission be granted, the proposed steering group to be set up in conjunction with the local residents will be influential in the detailed development of the Park, and the potential for incorporating carbon neutral energy generation facilities such as a small wind turbine or biomass cropping can be explored further.

The northern park area is predominantly flat and hence is ideal for a wide range of public access opportunities. A new bridleway and a cycle path have been included in the proposals, as well as new footpaths. It is intended that all the paths will be suitable for disabled and able-bodied users. These paths have also been designed to link to the adjacent off site routes, providing connections to the long distance trails in the area, refer to drawing SLP2 attached.

The other portion of the northern area is made up of the restored former colliery mounds, which will provide a marked contrast to the flatter agricultural land. The tops of the mounds are gently sloping, but as they are some 15 to 20 metres higher than the surrounding ground and are the highest land for some distance, they have a different aspect and extensive views. A greater sense of enclosure will develop as the woodland matures, but the long distance views will be maintained and a viewing platform is proposed on the highest northeastern point of the mounds. This area is intended to provide the most physically demanding recreation with orienteering trails and mountain biking routes up and over the mounds. Aerial ropeways and other woodland activities could also be incorporated once the woodland has matured.

The Southern Park

The large new fishing lake with revetted banks to provide angling stations will be the focus of the southern part of the Park and include a small car park for anglers with disabled access proposed alongside it. Footpath and bridleway connections to the existing footpath routes are also included. An additional multi-user route is to be provided in this area, from the southern site boundary, as an alternative route up Wood Road for pedestrians and cyclists.

The planting in this area will range from dense woodland to the south and alongside Wiggs Wood, to more open areas with scrub planting and grassland to the east to provide food and shelter for local wildlife. It is intended that all the woodland would consist of native climax and understorey species with nurse crops of willow and alder. New small ponds will be constructed to provide an improved habitat for the local amphibian population, and the existing site hedgerows will be supplemented to create additional wildlife corridors.

The Eastern Conservation Area

To the east of Wood Road the existing agricultural land will be planted up to create an area of dense native woodland with nature conservation as the main focus. Sheltered glades and rides will be cut through the trees opening out onto southeast sloping grassland on the southern part of the land. This will lead down to the low lying ground in the southeastern corner, which is to be regraded to provide extensive areas of wetland with marshland, reedbeds, and shallow water, surrounded by wet grassland. The existing hedgerows will be reinforced to increase the sense of seclusion and access to the main part of this area will be restricted. Nature trails and a hide for viewing the wildlife could be incorporated once this area has matured.

The proposed Wood Road cycle and footpath route will run along the western margin of the area through the dense tree belts proposed alongside the road.

2.0 COUNTRY PARK MANAGEMENT OBJECTIVES

The following objectives are proposed for the management of the Country Park.

- To establish an administrative structure capable of managing and maintaining the Country Park in the long term.
- To create and maintain the Country Park in keeping with National Forest aims and initiatives.
- To protect and enhance existing and proposed new woodland areas including the management and enhancement of the mature ancient woodland in Wiggs Wood.
- To protect and maintain existing and proposed new wildlife habitats.
- To maintain a comprehensive system of public rights of way to encourage public access and use of the Country Park including local community involvement and use.
- To provide opportunities for appropriate recreational activities and educational activities within the park including the provision of educational facilities.
- To encourage and promote woodland skills and to explore and encourage carbon neutral energy generation opportunities.
- To adopt economic means of management wherever feasible in order to meet the above objectives.

Full details of these objectives under the headings identified in Schedule 1 attached will be provided in accordance with the requirements of the Unilateral Planning Obligation as part of the detailed Country Park Management Plan formally submitted for approval.

SCHEDULE 1

COUNTRY PARK OBJECTIVES HEADINGS

- **Habitat Creation and Biodiversity**
  - Semi-natural Woodland
  - Ancient Woodland Enhancement
  - Scrub Communities
  - Grasslands
  - Protected Species
  - Water Features
- **Access Provision**
  - Car Parking
  - Disabled Access
  - Cycle Facilities
  - Equestrian Use
- **Recreational Activities**
  - Fishing
  - Cycling
  - Orienteering
- **Visitor Facilities**
  - Visitor Centre
  - Picnic Sites
  - Refreshments
- **Educational Uses**
  - Warden-led Activities and Events
  - Guided Walks
  - Schools Activities
  - Holiday Activities
- **Information and Interpretation**
  - Leaflets and Publicity
  - Notice boards
- **Community Involvement**
  - Local Steering Group

3.0 FUNDING

Funding for the maintenance and management of the Country Park will be principally (at least initially) derived from the Country Park Financial Contribution which will comprise a sum of (complete)

Where practicable external sources of funding will also be sought to support work on the Country Park. The intention would also be to seek the benefit of advice/assistance from authorities such as the National Forest, Natural England and others.

The income of the Country Park Management Company would therefore be made up from:

- The Country Park Financial Contributions (CPFC)
- Interest derived from the CPFC
- Grants eg Woodland Grant Scheme/proposed National Forest Changing Landscape Scheme
- Minor licences and rents
- Donations
- Specific target project funding
- Income derived from recreational activities plus timber and woodland produce sales

This income would be needed to meet anticipated expenditure to include:

- Warden/Ranger services
- Adhoc wildlife enhancement works
- General maintenance activities – eg fencing repairs, drainage/ditching works or similar
- Maintenance of rights of way surfaces and structures over and above Local Authority responsibilities
- Insurance and administration
- Monitoring and reporting

4.6. COUNTRY PARK MANAGEMENT AND MAINTENANCE

General Management Principles

The management and maintenance activities at the Country Park would be undertaken in accordance with the following principles:

i) avoid organic or inorganic fertilizers

ii) ensure that any maintenance work and/or machinery use minimizes disturbance to wildlife habitats

iii) limit herbicide and pesticide use to that absolutely necessary to control weeds

iv) preclude new field drainage systems unless specified

v) when undertaking maintenance work protect wildlife habitats and other country park features including hedgerows, trees, woodlands, wetlands, ponds and lakes

vi) ensure that all public rights of way are unobstructed

vii) maintain clear signage for public access

Woodland Management

Woodland areas would include newly planted areas and also the ancient woodland identified at Wiggs Wood. The woodland areas would comprise mixed native broadleaf and coniferous woodlands but it is intended that they should vary in character to reflect the different Country Park areas as identified in Section 1.0

Regular management would include the following:

- Weeding of newly planted trees
- Removal of guards and pruning 5 to 10 years after planting
- Pruning early thinning and coppicing of 'nurse' tree species, including willow and alder, 10 – 15 years after planting
- Maintenance of woodland hedgerows
- Cutting of alternate two thirds widths of woodland rides, tracks and pathways annually
- Rotational selective cutting of a proportion of scrub areas on a 5 to 10 year rotation
- Pest control and management
- Monitoring and reporting on woodland condition at 5 year intervals

Hedgerow Management

Existing boundary hedges will be managed and kept stockproof, requiring annual trimming, plus where appropriate periodic laying. Hedges with no requirements for stock proofing will be suitably maintained using less a frequent trimming and laying regime. New hedgerows will be left to grow up for approximately 3-4 years dependant on the rate of growth, after which a limited siding up trim will be undertaken.

Wherever possible trimming will be carried out in late winter when most of the food has been utilised. Trimming at this time of year allows more growth in the following season and results in a taller bushier hedge.

Laying is the traditional method developed for maintaining a solid, lasting stockproof hedge and will be carried out once the hedges have reached a degree of maturity, generally after seven years of growth. On mature boundary hedges the timing of laying will be dependant on the condition of the hedge and whether it will need gapping up to provide a sufficiently stockproof barrier.

Field Tree Management

Field trees would include hedgerow trees, including woodland edge hedgerow trees and free-standing trees. All field trees would be retained to their full biological lifespan, except where otherwise required by statutory undertakers, authorities, service owners or by matters of public safety. In instances where, for example, a dangerous tree overhung a right-of-way or public highway, arboricultural works such as pollarding would aim to retain the tree, albeit in a modified form.

Scrub Areas

Scrub is only a temporary habitat which in time will develop into woodland. It is however a very valuable habitat for wildlife feeding and foraging and as a refuge. To ensure that scrub vegetation is maintained, it must be cut on rotation and allowed to re-grow. The detailed management scheme will need to be site specific and prepared following the initial establishment of the scrub areas, but a typical regime would be as follows:

- There will be rotational cutting of scrub by flail on larger areas, to maintain a variety of age, structure and species., with the following targets

- No more than a 5% increase in the overall volume of scrub cover beyond the designated area south east of the fishing lake.
- There is a need for the scrub communities to be assessed by vegetation audit based on NVC type so that further favourable condition definitions for the component species can be made.
- Cover of scrub species should be between 20% and 50% of the area.
- The vegetation within 2 metres of the scrub shall be taller than 20cm.
- No more than 50% of the scrub shall be mature or over mature.

Wildflower Meadows

A careful cutting management regime is required to maintain a diverse flora, of which the suggested targets would include:

- wildflowers in the sward shall be 20%, and at least 40% of wildflowers should be flowering during May and June.
- invasive trees and shrubs (Sycamore/Blackthorn/Cotoneaster/Bramble), should be less than 10%.
- species indicating waterlogging should be less than 20%
- bare ground should be less than 5%.

The detailed seeding mix and the most appropriate cutting regime will be subject to agreement, following soil analysis and consultation with the local community.

Acid Grassland and Heathland Management

The proposed new grass and heathland areas on the restored colliery spoil tips will be managed to ensure successful establishment. Management to assist establishment will include over sowing, weed control and selective cutting, and some control over rabbit numbers to limit grazing.

Once the grassland is established it is anticipated that future management will be limited to minor remedial works and scrub control. Established heathland will require management if it is to be maintained. Without management, the heather will become old and moribund while trees and shrubs will colonise the area. Management options include grazing, cutting and burning, or a combination of these operations.

Pond and Lake Management

All ponds require some management to maintain their nature conservation value, particularly when they are shallow, as in the proposed northern lake. Invasive species such as bulrush will soon cover areas of open water to be replaced by willow scrub. These species, along with accumulated silt, will be removed periodically to maintain an agreed percentage of open water.

Ponds should also receive direct sunlight. Therefore surrounding trees, particularly those on the south side of ponds, will be monitored and where necessary, will be cleared. Sphagnum Moss can colonise water margins and should not be removed as it has intrinsic value to creating bog conditions.

The success of the ponds created will also depend on their water management regimes and their water quality. The in-line water bodies will be monitored to check the inflow rates and the weir structures, and the off-line ponds will be checked to ensure the water levels are successfully maintained.

Wetland Areas

A range of wetland areas are proposed and the long term management will depend on the exact mix of emergent and aquatic species that are included. There is however a clear intent to create substantial areas of reedbeds, both on the fringes of the larger lakes and also within the extensive wetlands in the Eastern Conservation area. The management of reedbeds is highly specialised but also well established, and the following typical regime provides a good indication of the inputs that would be required once the reedbeds are established.

Typical Management for the Reed Beds

- Scrub coverage on reed bed less than 10% and an open water covers 10-30%.
- Area kept clear of excessive algae (non more than 5%, duckweed less than 75% cover and dominant vegetation).
- Embankments, side slopes, perimeter and access areas to be kept clear of unwanted vegetation.
- Free movement of water in the system to prevent stagnation of reed beds.
- Vegetation shall include at least 60% common reed.

- Between April and October at least 50% of the reed bed shall be covered by surface water, which shall be between 10 and 50cm deep, and 5-10% of the area should be allowed to remain dry.
- In winter depth of water in ditches shall be at least 100cm.

Access Management

New public rights-of-way and further permissive routes will be an essential and integral part of the Country Park.

- New footpaths would allow a minimum width of 2m. and 3m for cycle routes, Bridleways and multi-use routes
- Access areas and paths would be kept open and safe for users and all stiles and gates maintained in a good, usable condition. The land would be inspected regularly to make sure it is kept free of litter.
- A surface that is suitable for general public use would be maintained, subject to the wildlife interests of specific areas.
- All accesses would be clearly signed by map boards and waymarks, regularly inspected and replaced when needed
- Uses such as camping, overnight stays, organized games or sports or other activities would not be permitted outside of designated areas, where these might conflict with quiet enjoyment, or damage nature conservation
- Dogs would be required to be kept under close control or on a lead
- Public liability insurance would be required
- Access would be advertised to ensure that people know that the Country Park is available, and to encourage use. This may be, for example, through press articles, leaflets or publicised events
- Permissive routes may be closed to the public for up to 10 days in each year (but not on public holidays) to allow maintenance work to continue in the Country Park without risk. Notices would be posted in the Country Park at least four weeks in advance. Exceptionally an area may be closed for longer periods for specific purposes, for example during the nesting season to avoid disturbing birds.

In accordance with the Unilateral Planning Obligation full details of the Country Park Management and Maintenance requirements will be provided under the headings identified in Schedule 2 attached as part of the detailed Country Park Management Plan formally submitted for approval.

SCHEDULE 2
COUNTRY PARK MANAGEMENT AND MAINTENANCE HEADINGS

- **Woodland Management**
  Immature Plantations
  Ancient Woodland
  Scrub Woodland
- **Open Space Management**
  Grassland and Scrub Establishment
  Balance Public Access and Ecological Development
  Protection of Sensitive Sites
- **Conservation Management**
  Enhancement of Protected Species
  Habitat monitoring
  BAP Targets
- **Water and Wetland Management**
  Water quality monitoring
  Wetland management regime and controls
- **Recreation Management**
  Creation and implementation of Interpretation Plan
  Develop guided walks and new user facilities
  Provision of guides and fliers for facilities
- **Access Management**
  Maintenance of surfaced and unsurfaced routes
  Sign Inventory and regular inspection
  Management of networks to prevent over-use
  Monitoring of use of routes
- **Management of Buildings and Facilities**
  Faults and repairs records
  Facility inspections

5.0 CONSTRUCTION AND INITIAL ESTABLISHMENT

Construction of the Country Park would be undertaken as part of the overall development proposal with responsibility for the ongoing management and maintenance being transferred to the Country Park Management Company along with the Country Park Financial Contribution.

Development of the Country Park would be phased over the first 5 years.

The initial focus would be on creation of new habitats for protected species identified and their translocation. This will need to be carried out under appropriate licence.

Pre development landscape works would then be undertaken including excavation of the smaller northern and larger southern lakes to provide clay for remediation/landscaping of the colliery spoil mounds.

This phase would be followed by shaping and landscaping of the lake areas including tree planting and provision of the access and car parking facilities to service the lakes. Tree planting would also be undertaken on the restored colliery spoil mounds at the earliest opportunity.

On completion of the lakes new rights of way for pedestrian, cycle and equestrian use would be made available immediately across the whole Country Park, once stiles and kissing gates have been installed. Construction of the main Country Park access and car park and warden/education building will also take place to provide the focal point for the developing Country Park. Subject to seasonal constraints woodland planting and landscaping would then commence at various locations within the Park.

An indicative phasing programme for the entire project, subject to agreement with the Local Authorities and obtaining other necessary consents such as land change consents, is set out in Table 1. In accordance with the Unilateral Planning Obligation full details on the Country Park construction and initial establishment will be provided under the headings identified in Schedule 3 attached as part of the detailed Country Park Management Plan formally

submitted for approval. This will also include a detailed programme of works based on the indicative phasing programme.

SCHEDULE 3
COUNTRY PARK CONSTRUCTION AND INITIAL ESTABLISHMENT HEADINGS

- **Earthworks**
  Newt Pond Construction
  Replacement Badger Sett
  Wetland Creation
  Fishing and Northern Lakes
  Outdoor Classroom
- **Infrastructure**
  Drainage Works
  New Vehicular Accesses and Car Parks
  Foot and Cycle Path Provision
  Bridleway Creation
  Bridges and Boardwalks
  Height Restrictors, Fences, Gates and Stiles
- **Built Construction**
  Education and Warden Building
  Adventure Playground
  Forest Outlook Point
  Picnic Areas
  Sitting areas
- **Soft Landscape Works**
  New Woodland and Hedgerow Planting
  Wildflower Meadows
  Wetland and Reedbed Planting
  Acid Grassland
  Heathland Recreation Areas
  Sensory Garden

TABLE 1 NAILSTONE COUNTRY PARK – INDICATIVE PROGRAMME OF WORKS

PROJECT YEAR	SCOPE OF WORKS
0	• Creation of new habitats for protected species identified (newts, badgers) and translocation (this may be more than 1 yr ahead of earthworks) • Excavation of northern and southern lakes to provide clay to cap/restore colliery spoil mounds
1	• Shaping/landscaping of lake areas • Tree planting on colliery spoil mounds • Construction of access/car parking facilities/boardwalk angling stations to service lakes
2	• New rights of way made available across the Country Park (installation of appropriate fencing/stiles/gates/signage) Construction of the main Country Park access/car park and warden/education buildings and interpretation boards, plus establishment of sensory garden, picnic areas and adventure playground in Northern Park area • Woodland planting and landscaping to commence in Northern Park and Southern Park areas plus surfacing of public rights of ways/cycle routes etc • Construction of viewing platform
3	• Continuation of woodland planting and landscaping in Northern Park and Southern Park areas plus surfacing of public rights of way/cycle routes etc. • Commence development of Eastern Conservation Area including wetland areas.
4	• Continuation of woodland planting and hedgerow planting • Complete development of Eastern Conservation Area including Wood Road cycle and footpath route
5	• Construction of nature trails and a hide in Eastern Conservation Area, if area sufficiently mature. • Completion of planting and other outstanding works – all areas

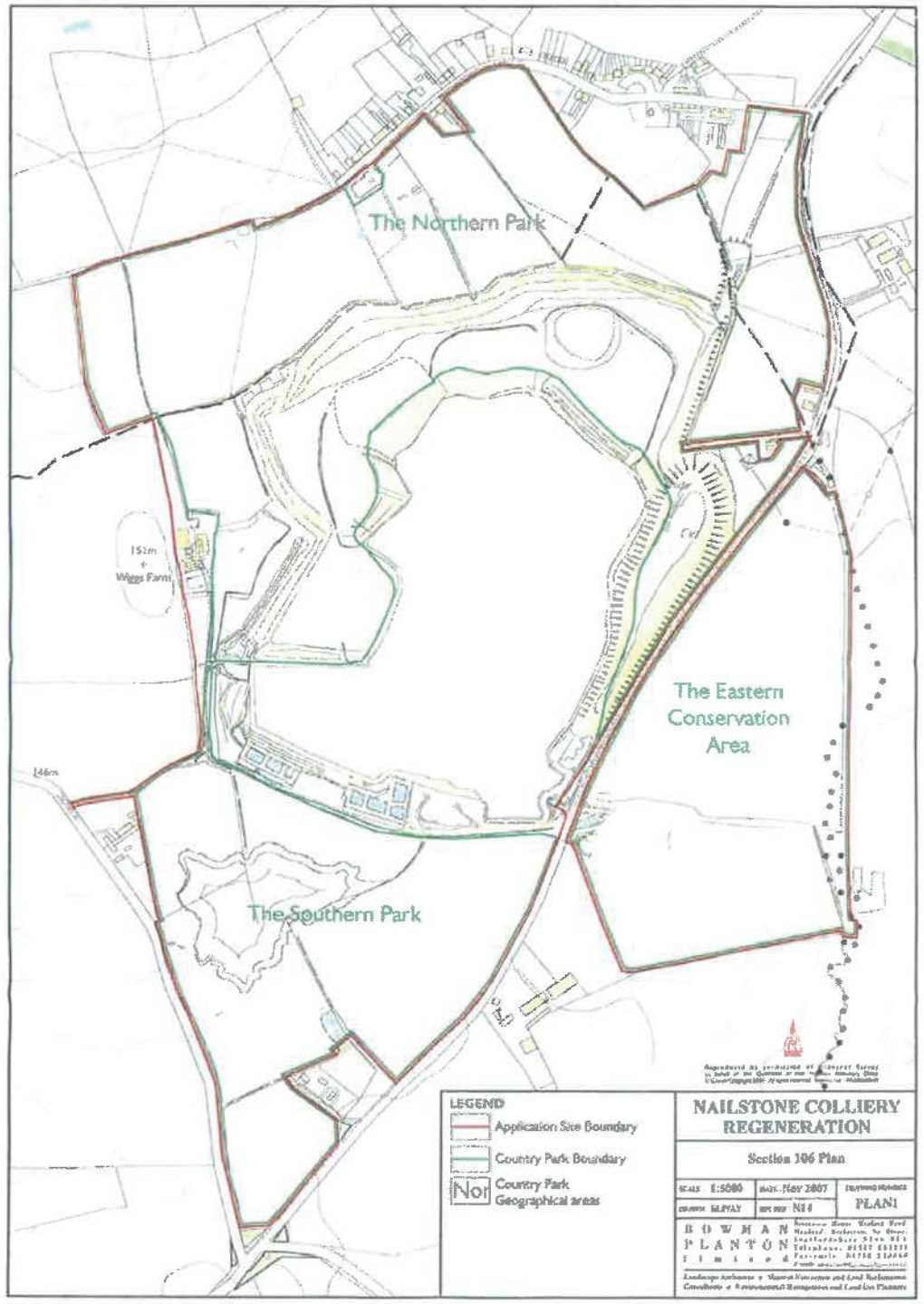
6.0 MONITORING AND CONSULTATION

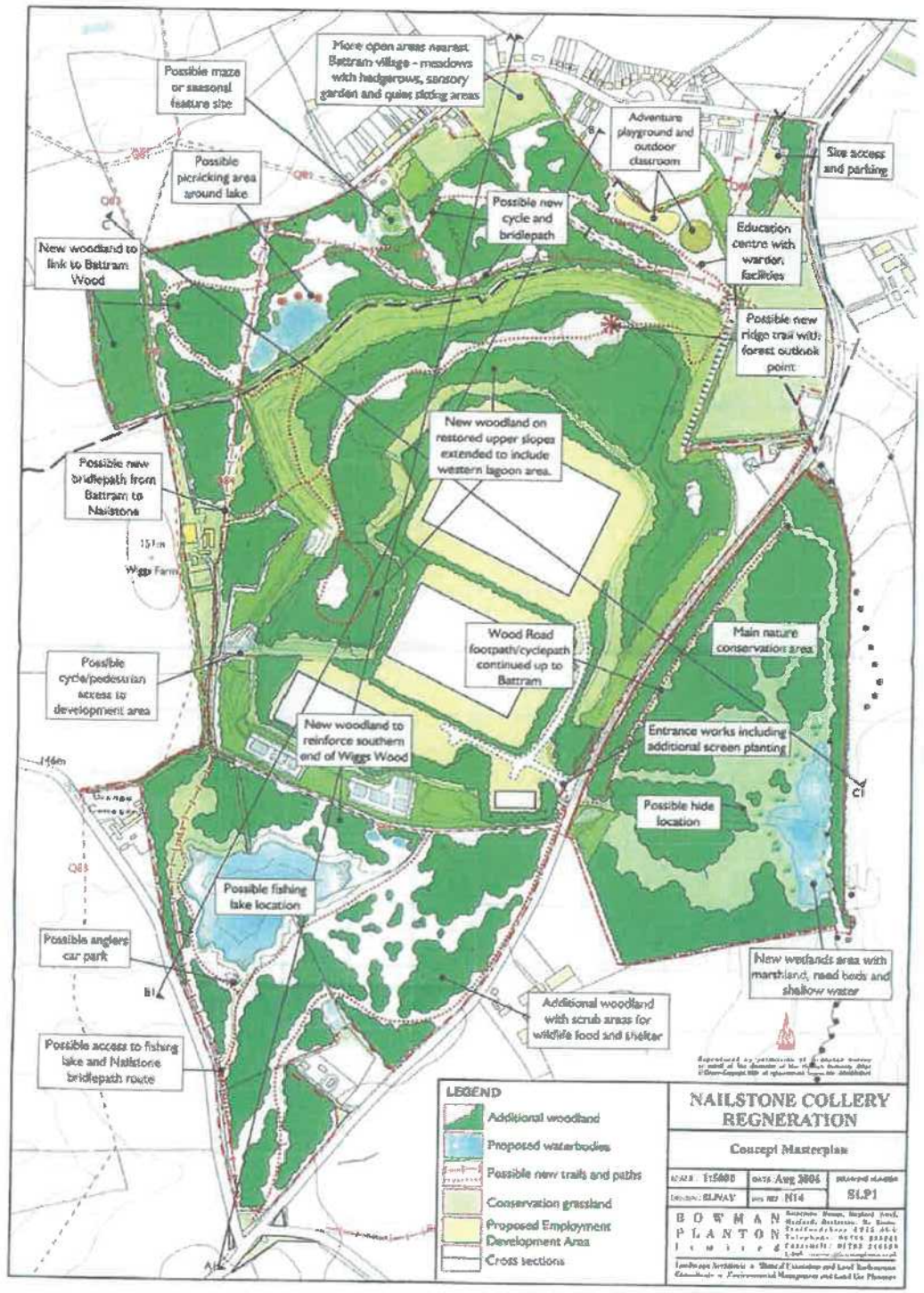
Supervision of the management and monitoring of the Nailstone Country Park would be the responsibility of the Country Park Management Company's representative, probably a warden or ranger. Ecological, recreational and landscape monitoring may be carried out by advisers reporting to the warden/ranger, and is likely to focus on freshwater ecology; breeding birds; badgers; woodland management; visitor numbers and preferences. The warden/ranger would be responsible for preparation of a formal annual report to the Country Park Management Company.

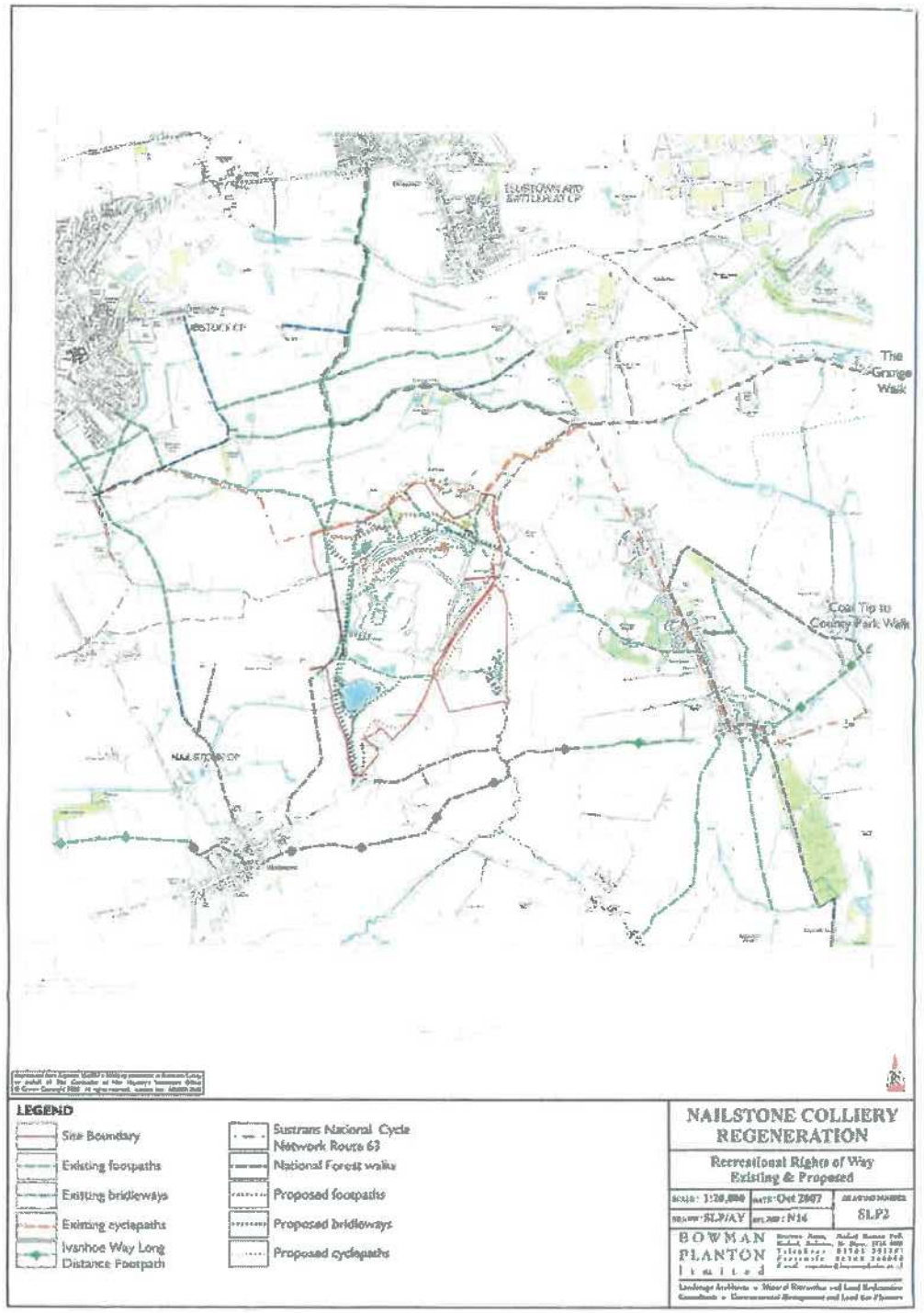
The Country Park Management Company is likely to include at least one representative from the following:-

- Hinckley and Bosworth Borough Council
- NW Leics District Council
- Nailstone Parish Council
- Ibstock Parish Council
- National Forest Company
- Battram Residents Association
- SWIP Limited
- A representative from those who farm adjoining land

A chairman will need to be appointed and the Country Park Management Company representatives will oversee the management and maintenance of the Country Park including income, expenditure, approval of works and other issues.


The Northern Park
The Eastern Conservation Area
The Southern Park
LEGEND
Application Site Boundary
Country Park Boundary
Nor
Country Park Geographical areas
NAILSTONE COLLIERY REGENERATION
Section 106 Plan
SCALE 1:5000
DATE Nov 2007
DRAWING NUMBER PLAN1
DRAWN ELPAY
REV NO N14
BOWMAN PLANTON Limited


More open areas nearest Battram village - meadows with hedgerows, sensory garden and quiet sitting areas
Possible maze or seasonal feature site
Adventure playground and outdoor classroom
Site access and parking
Possible picnicking area around lake
Possible new cycle and bridlepath
Education centre with warden facilities
New woodland to link to Battram Wood
Possible new ridge trail with forest outlook point
New woodland on restored upper slopes extended to include western lagoon area.
Possible new bridlepath from Battram to Nailstone
Wigg Farm
Wood Road footpath/cyclepath continued up to Battram
Main nature conservation area
Possible cycle/pedestrian access to development area
New woodland to reinforce southern end of Wiggs Wood
Entrance works including additional screen planting
Possible hide location
Possible fishing lake location
Possible anglers car park
New wetlands area with marshland, reed beds and shallow water
Additional woodland with scrub areas for wildlife food and shelter
Possible access to fishing lake and Nailstone bridlepath route
LEGEND
Additional woodland
Proposed waterbodies
Possible new trails and paths
Conservation grassland
Proposed Employment Development Area
Cross sections
NAILSTONE COLLERY REGNERATION
Concept Masterplan
SLP1
BOWMAN PLANTON


The Grange Walk
Coal Tip to Country Park Walk
LEGEND
Site Boundary
Existing footpaths
Existing bridleways
Existing cyclepaths
Ivanhoe Way Long Distance Footpath
Sustrans National Cycle Network Route 63
National Forest walks
Proposed footpaths
Proposed bridleways
Proposed cyclepaths
NAILSTONE COLLIERY REGENERATION
Recreational Rights of Way Existing & Proposed
SCALE: 1:20,000
DATE: Oct 2007
DRAWING NUMBER
SLP3
BOWMAN PLANTON Limited

ANNEX 2

DATED 14th February 2011

VIRIDOR WASTE EXETER LIMITED (1)

and

NAILSTONE PARK LIMITED (2)

to

HINCKLEY & BOSWORTH BOROUGH COUNCIL (3)

and

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL (4)

and

LEICESTERSHIRE COUNTY COUNCIL (5)

UNILATERAL UNDERTAKING

relating to

land at the

former Nailstone Colliery Leicestershire

Stephens Scown Solicitors

Curzon House, Southernhay West, Exeter EX1 1RS

T: [redacted]

THIS UNILATERAL UNDERTAKING is given the 14th day of February 2011

BY

(1) VIRIDOR WASTE EXETER LIMITED (Company Registration Number 1403771) of Peninsula House Rydon Lane Exeter EX2 7HR ("the Owner")

(2) NAILSTONE PARK LIMITED (Company Registration Number 4105164) of Greendale Court Clyst St Mary Exeter EX5 1AW ("Nailstone")

TO

(3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Council Offices Argents Mead Hinckley LE10 1BZ ("the Borough Council")

(4) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of Council Office Coalville Leicester LE67 3FJ ("the District Council")

(5) LEICESTERSHIRE COUNTY COUNCIL of County Hall Leicester Road Glenfield Leicester LE3 8RA ("the County Council")

WHEREAS

1 By a decision letter dated 6 March 2008 the Secretary of State for Communities and Local Government granted outline planning permission in pursuance of planning application reference 06/00980/OUT submitted to the Borough Council

2 The Owner by a unilateral undertaking dated 7 December 2007 and made pursuant to section 106 of the Act entered into certain obligations to the Borough Council the County Council and the District Council

3 The Secretary of State in her decision letter of 6 March 2008 declared herself satisfied that the Unilateral Undertaking met the policy tests in Circular 05/2005

4 The Borough Council and the District Council are the respective local planning authorities for the purposes of the Act for that part of their respective administrative areas in which the Application Site is situated

5 The County Council is the highway authority and a strategic local planning authority for the area within which the Application Site is situated

6 The Owner is the registered proprietor with title absolute under title number LT289365 of the Application Site

7 Nailstone have entered into an Option Agreement with the Owner dated 22 December 2000

8 Nailstone through its agent has submitted an application to the Borough Council and a duplicate application to the District Council under respective applications - 10/00851/EXT and 10/01115/NAC ("the Current Applications") to extend the life of the Planning Permission

9 The Borough Council and the District Council have resolved to grant planning permission for the Subsequent Development subject to conditions and subject also to the Owner and Nailstone giving the undertakings set out in this Deed without which planning permission for the Subsequent Development would not have been granted

NOW THIS DEED WITNESSES as follows:-

1. WORDS AND EXPRESSIONS

1.1 In this deed the words and expressions shall where the context so requires or admits have the meaning as defined in the Unilateral Undertaking annexed hereto save as amended or varied by this Deed

1.2 `Current Planning Applications`	mean the applications for planning permission submitted to the Borough Council and to the District Council under the respective references 10/00851/EXT and 10/01115/NAC
`Second Permissions`	mean the planning permissions granted pursuant to the Current Planning Applications
`Subsequent Development`	means the development of the Application

	Site pursuant to the Second Permissions
`Unilateral Undertaking`	means the Unilateral Undertaking dated 7 December 2007 in relation to the Application Site and given by the Owner and Nailstone to the Borough Council the District Council and County Council

2. STATUTORY BASIS

2.1 This Deed is made pursuant to the provisions of section 106 of the Act with the intention that the obligations entered into by the Owner and Nailstone in this Deed and in the Unilateral Undertaking bind the respective successors in title of the Owner and Nailstone being owners for the time being of the Owner's or Nailstone's interests or a part thereof in the Application Site

3. CONDITIONALITY

3.1 This Deed is conditional upon;

(i) the grant of the Second Permissions; and

(ii) the Commencement of Development

4. PLANNING OBLIGATION

4.1 Each obligation given herein by the Owner and by Nailstone is a planning obligation for the purpose of section 106 of the Act and are enforceable by the Borough Council or the District Council or the County Council

5. THE OWNER'S UNDERTAKING

5.1 The Owner undertakes that save as may be varied by the terms of this Deed the terms and obligations set out in the Unilateral Undertaking shall continue in full force and effect and shall be deemed by virtue of this Deed to apply to the Subsequent Development permitted by the Second Permissions

6. NAILSTONE'S UNDERTAKING

6.1 Nailstone undertakes that save as may be varied by the terms of this Deed the terms and obligations set out in the Unilateral Undertaking shall continue in full force and effect and shall be deemed by virtue of this Deed to apply to the Subsequent Development permitted by the Second Permissions

7. GENERAL PROVISIONS

7.1 This Deed is a local land charge and shall be registered as such by the Borough Council and by the District Council

7.2 This Deed is not intended to confer any benefit on a party other than the parties to this Deed and for that purpose the application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded

7.3 This Deed is governed by an interpreted in accordance with the laws of England and Wales

IN WITNESS whereof the Owner and Nailstone have executed this Deed as a deed the date and year first before written

SIGNED AS A DEED BY)
VIRIDOR WASTE EXETER LIMITED)
in the presence of)

Acting by: [redacted]

Director [redacted]

~~Director~~/Secretary

SIGNED AS A DEED BY)
NAILSTONE PARK LIMITED)
in the presence of)

Acting by:

Director [redacted]

~~Director~~/Secretary [redacted]

ANNEX 3

Gateley

DATED 31 December 2014

(1) FAR

TO

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

(3) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

(4) LEICESTERSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING

relating to land at the former Nailstone Colliery
Leicestershire

Ref: GXS\112053.002
15115188.1 (engrossment)

CONTENTS

1	DEFINITIONS AND INTERPRETATION	2
2	STATUTORY BASIS	2
3	CONDITIONALITY	2
4	PLANNING OBLIGATION	2
5	FAR'S UNDERTAKING	3
6	GENERAL PROVISIONS	3

THIS UNILATERAL UNDERTAKING is given the 31st day of December 2014

BY

(1) **FAR** (an exempted company limited by shares) whose registered office is at Harneys Services (Cayman) Limited, 3rd Floor, Queensgate House, 113 South Church Street, George Town, P.O. Box 10240, Grand Cayman KY-1-1002, Cayman Islands ("**FAR**")

TO

(2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub Rugby Road Hinckley Leicestershire LE10 0FR (the **Borough Council**);

(3) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices Coalville Leicester LE67 3FJ (the **District Council**); and

(4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall Leicester Road Glenfield Leicester LE3 8RA (the **County Council**).

WHEREAS

(A) By a decision letter dated 6 March 2008 the Secretary of State for Communities and Local Government granted outline planning permission in pursuance of planning application reference 06/00980/OUT submitted to the Borough ("the First Permission")

(B) Viridor Waste Exeter Limited ("Viridor") the then owner of the Application Site by a unilateral undertaking dated 7 December 2007 and made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") entered into certain obligations to the Borough Council the County Council and the District Council

(C) The Secretary of State in her decision letter of 6 March 2008 declared herself satisfied that the Unilateral Undertaking met the policy tests in Circular 05/2005

(D) The Borough Council and the District Council are the respective local planning authorities for the purposes of the Act for that part of their respective administrative areas in which the Application Site is situated

(E) Viridor by a deed of transfer dated 15 October 2014 transferred the whole of the land in registered title LT 289365 to FAR

(F) FAR applied to the Land Registry on 1 December 2014 to change the register in respect of title number LT 289365 and to be registered as the Registered Proprietor of the property registered with the Land Registry under that title

(G) On the 15 February 2011 the Borough Council granted planning permission under reference 10/00851/EXT and on the 9 May 2011 the District Council granted planning permission under reference 10/01022/EXT to extend the life of the First Permission

(H) FAR through its agent has submitted an application to the Borough Council and a duplicate application to the District Council under respective applications 14/00572/CONDIT and

14/00525/VCU ("the **Current Applications**") to vary certain of the conditions on the Second Permissions

(I) The Borough Council and the District Council have resolved to grant planning permission for the Subsequent Development subject to conditions and subject also to FAR giving the undertakings set out in this Deed without which planning permission for the Subsequent Development would not have been granted

NOW THIS DEED WITNESSES as follows:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this agreement, including the introduction and the schedule, the following definitions shall apply unless the context otherwise requires:

Second Permissions
means the planning permissions reference 10/00851/EXT and 10/01022/EXT granted respectively by the Borough Council and the District Council

Subsequent Development
means the development of the Application Site pursuant to the Third Permissions

Third Permissions
means the planning permissions granted pursuant to the Current Applications

Unilateral Undertaking

means the Unilateral Undertaking dated 07 December 2007 in relation to the Application Site and given by Viridor and Nailstone Park Limited to the Borough Council the District Council and County Council

2. **STATUTORY BASIS**

2.1 This Deed is made pursuant to the provisions of section 106 of the Act with the intention that the obligations entered into by FAR in this Deed bind the respective successors in title of FAR being owners for the time being of FAR's interests or a part thereof in the Application Site

3. **CONDITIONALITY**

3.1 This Deed is conditional upon;

(i) the grant of the Third Permissions; and

(ii) the Commencement of Development pursuant to the grant of the Third Permissions

4. **PLANNING OBLIGATION**

Each obligation given herein by FAR is a planning obligation for the purpose of section 106 of the Act and is enforceable by the Borough Council or the District Council or the County Council as appropriate

5. **FAR'S UNDERTAKING**

5.1 FAR undertakes that save as may be varied by the terms of this Deed the terms and obligations set out in the Unilateral Undertaking shall continue in full force and effect and shall be deemed by virtue of this Deed to apply to the Subsequent Development and shall continue to bind the Application Site

6. **GENERAL PROVISIONS**

6.1 This Deed is a local land charge and shall be registered as such by the Borough Council and by the District Council

6.2 This Deed is not intended to confer any benefit on a party other than the parties to this Deed and for that purpose the application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded

6.3 This Deed is governed by an interpreted in accordance with the laws of England and Wales and any dispute shall be finally resolved by the English courts

6.4 FAR shall on the signing of this Deed pay the Borough Council`s costs in relation to the conclusion of this Deed in the sum of five hundred Pounds (£500)

6.5 FAR shall on the signing of this Deed pay the District Council`s costs in relation to the conclusion of this Deed in the sum of five hundred and fifty Pounds (£550)

6.6 FAR shall on the signing of this Deed pay the County Council`s reasonable legal costs in relation to the conclusion of this Deed

IN WITNESS whereof FAR has executed this Deed as a deed the date and year first before written

EXECUTED and DELIVERED as a DEED by FAR acting by a director in the presence of



Witness signature

Witness name
Ibrahim Almatrudi

Witness address
Alrajhi United, Abobaker Alsaddiq, Riyadh

Witness occupation
Legal consultant

ANNEX 4

Hinckley & Bosworth Borough Council

Town and Country Planning Act 1990

PLANNING PERMISSION

Name and Address of Applicant
Curtis Hall Ltd
c/o Agent

Name and Address of Agent (if any)
Iceni Projects Ltd.
Flitcroft House
114-116 Charing Cross Road
London
WC2H 0JR

Part I - Particulars of Application

Date of Application	**Application No.**
20 June 2016	16/00567/FUL

Particulars and location of development :

Creation of new junction and service road and provision of associated landscaping and parking

Nailstone Colliery Wood Road Nailstone Nuneaton Leicestershire

Part II - Particulars of decision

In dealing with the application, through ongoing negotiation the local planning authority have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application.

In pursuance of its powers under the Town and Country Planning Act 1990, the Hinckley and Bosworth Borough Council grants permission for the carrying out of the development referred to in Part I hereof in accordance with the application form and plans submitted, subject to the following conditions :-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

   Reason: To comply with the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, details and materials:
   - 1336-13-50 Rev A - Site Location Plan (received on 20/06/2017)
   - 018750 CA 0 G00 DR SE 1000 P06 - Proposed Site Access Junction (received on 19/01/2017)
   - 1336-13-52 Rev B - landscape Layout (received on 20/06/2017)

   Reason: To ensure a satisfactory impact of the development to accord with Policy DM1 of the adopted Site Allocations and Development Management Policies DPD.

3. The proposed development hereby permitted shall be wholly carried out in accordance with the mitigation detailed in Sections 3.2, 4.2, 5.2, 6.2, 7.2 and 8.2 of the submitted document entitled 'Proposed Alternative Access, Former Nailstone Colliery - Ecological Mitigation Strategy' produced by ' Middlemarch Environmental' and received by the Local Planning Authority on 20/06/2016

IMPORTANT - PLEASE READ THE NOTES AT THE END OF THIS DOCUMENT

Reason: To ensure appropriate mitigation of the impact on protected species and habitats to accord with Policy DM6 of the adopted Site Allocations and Development Management Policies DPD.

4. The approved soft landscaping scheme shall be carried out in accordance with the approved details as shown on drawing no. 1336-13-52 rev A - Alternative Access Road Landscape Layout. The soft landscaping scheme shall be maintained for a period of five years from the date of planting. During this period any trees or shrubs which die or are damaged, removed, or seriously diseased shall be replaced by trees or shrubs of a similar size and species to those originally planted at which time shall be specified in writing by the Local Planning Authority.

   Reason: To ensure that the development has a satisfactory external appearance and in the interests of visual amenity to accord with Policies DM4 and DM10 of the Site Allocations and Development Management Policies DPD.

5. Any new vehicular access gates, barriers, bollards, chains or other restrictions to be erected across the access hereby permitted, shall be set back a minimum of 60 metres from the highway boundary.

   Reason: To protect the free and safe passage of traffic in the public highway to accord with Policy DM17 of the adopted Site Allocations and Development Management Policies DPD.

NOTES TO APPLICANT :-

1. The approved development may require Building Regulations Approval, for further information please contact the Building Control team via e-mail at buildingcontrol@hinckley-bosworth.gov.uk or call 01455 238141.

Date : 4 August 2017

NIC THOMAS
HEAD OF PLANNING AND DEVELOPMENT

NOTES

1. It will be most helpful if the application number shown overleaf is quoted in all correspondence.

2. If you consider that this decision has been made invalidly through the Council failing to follow a procedure correctly, not having the legal power to make the decision in the way it did or through its decision being so unreasonable as no reasonable local authority would make the same decision based on the same facts, then you may enter a claim for judicial review to quash the decision. In order to proceed with a claim for judicial review an initial application for permission will need to be made to the Administrative Court, this application is required to be made "promptly and in any event within three months of the decision". The initial permission application will decide if you have an arguable case, whether you are sufficiently materially affected by the decision to bring the claim. If you are granted permission to bring the claim it will proceed to a full hearing at the Administrative Court. Although there is no requirement for you to do so it is highly recommended that you seek independent legal advice before bringing forward a claim for Judicial Review.

3. If you are aggrieved by the decision of the Local Planning Authority to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990 within six months (see para 2a below) of the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, tel. 0303 444 5000 or online at https://www.gov.uk/planning-inspectorate). You must use a Planning Appeal Form when making your appeal. If requesting forms from the Planning Inspectorate, please state the appeal form you require. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that the permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements as set out in Section 78 of the Town and Country Planning Act 1990, to the provisions of the development order, and to the directions given under the order. He does not in practice refuse to entertain appeals solely because the decision by the Local Planning Authority was based on a direction given by him. Appeals- new time rules. Appeals relating to applications made to the Local Planning Authority on, or after, 5th September 2003 must be made within six months of the date of this notice.

4. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application then, you must do so in accordance with the guidance found using the following link https://www.gov.uk/appeal-enforcement-notice.

5. If permission to develop land is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

6. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

7. This permission covers only consent under the Town and Country Planning Acts and does not give permission to demolish a Listed Building, for which separate consent is required. Amongst other things the consent of the Council of the district in which the land is situated may be required under the Building Regulations and if the proposals affect land within the limits of the highway (that is between the highway fences or hedges) the separate consent of the Highway Authority may also be required. Steps to obtain the necessary further consents should be taken before proceeding with the development.

SHOPS, OFFICES, FACTORIES, EDUCATIONAL BUILDINGS & BUILDINGS TO WHICH THE PUBLIC ARE TO BE ADMITTED : ACCESS AND PROVISION FOR THE DISABLED PERSONS

1 The Local Planning Authority is required to bring to your attention the requirements of the Disabled Persons 1981, Building Regulations 1991 "Access and facilities for Disabled People" document M and the Chronically Sick & Disabled Act 1970 (as amended 1976) (Sections 4.7.8 and 8A) requiring the provision of access facilities, car parking and toilets for the disabled and the provision of signing indicating what provision has been made for disabled persons within the building. Your attention is also drawn to the Code of Practice B.S 5619 "Design of Housing for the convenience of Disabled People", 1978 and Code of Practice, B.S. 5810 : 1979, "Access for the Disabled to buildings" available from the British Standards Institution, 2 Park Street, London W1A 2BS. (Tel 071-629-9000) and (in so far as educational buildings are concerned), to Design Note 18 "Access for the Physically Disabled to Educational Buildings."

2 The buildings to which these requirements apply are :-

a) Buildings to which the public are to be admitted to which Section 4 of the Chronically Sick & Disabled Act 1970 (as amended 1976) applies.

b) Offices, Shops & Railway Premises as defined in the Offices, Shops & Railway Premises Act 1963 or premises deemed to fall within the Act.

c) Factories as defined by Section 175 of the Factories Act 1961.
Educational Buildings as defined by Section 29B of the Disabled Persons Act 1981.

Hinckley & Bosworth
Borough Council

A Borough to be proud of

Start Notice

Important Information – Please keep this with your decision notice

Please read the above decision notice carefully and ensure that you understand and comply with the requirements of any planning conditions imposed.

If you require any further information about why a particular planning condition has been imposed or in respect of what information is needed to discharge your condition please contact the case officer who will be happy to advise of the requirements and information required.

We carry out a programme of site monitoring to check compliance with conditions in order to proactively manage the development and to ensure development is carried out in accordance with the planning permission granted.

Please ensure that any application for the discharge of pre-commencement conditions are carried out in a timely manner as this may take up to 8 weeks depending on the requirements of the condition. Please also be aware there is a charge to discharge conditions per request which means you can discharge conditions individually or group details together as a single request to discharge multiple planning conditions. This charge is currently £28 per householder request or £97 for all other applications.

We would be grateful if you could email the development address and application reference number with your contact details and the intended start date by email to planning@hinckley-bosworth.gov.uk or complete the form on the reverse.

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk

Hinckley & Bosworth
Borough Council

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Development Details

Planning application ref:	16/00567/FUL
Proposal:	Creation of new junction and service road and provision of associated landscaping and parking
Site Location:	Nailstone Colliery Wood Road Nailstone Nuneaton Leicestershire

Date when work is intended to start:	
Have all pre-commencement conditions been discharged?	
Signed:	**Print Name:**

Your contact details (or attach letterhead/business card):

Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk

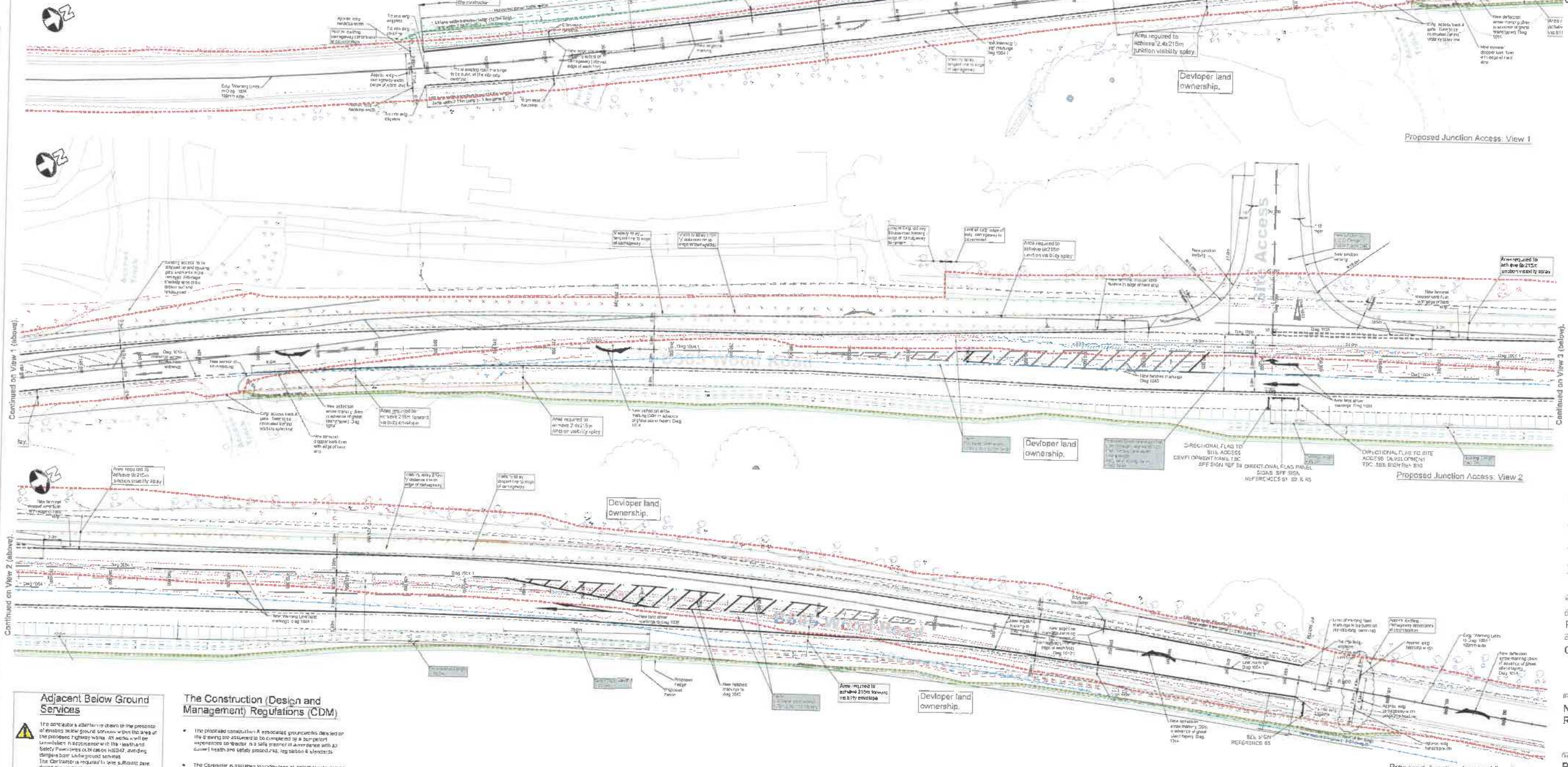
PLANS ANNEX

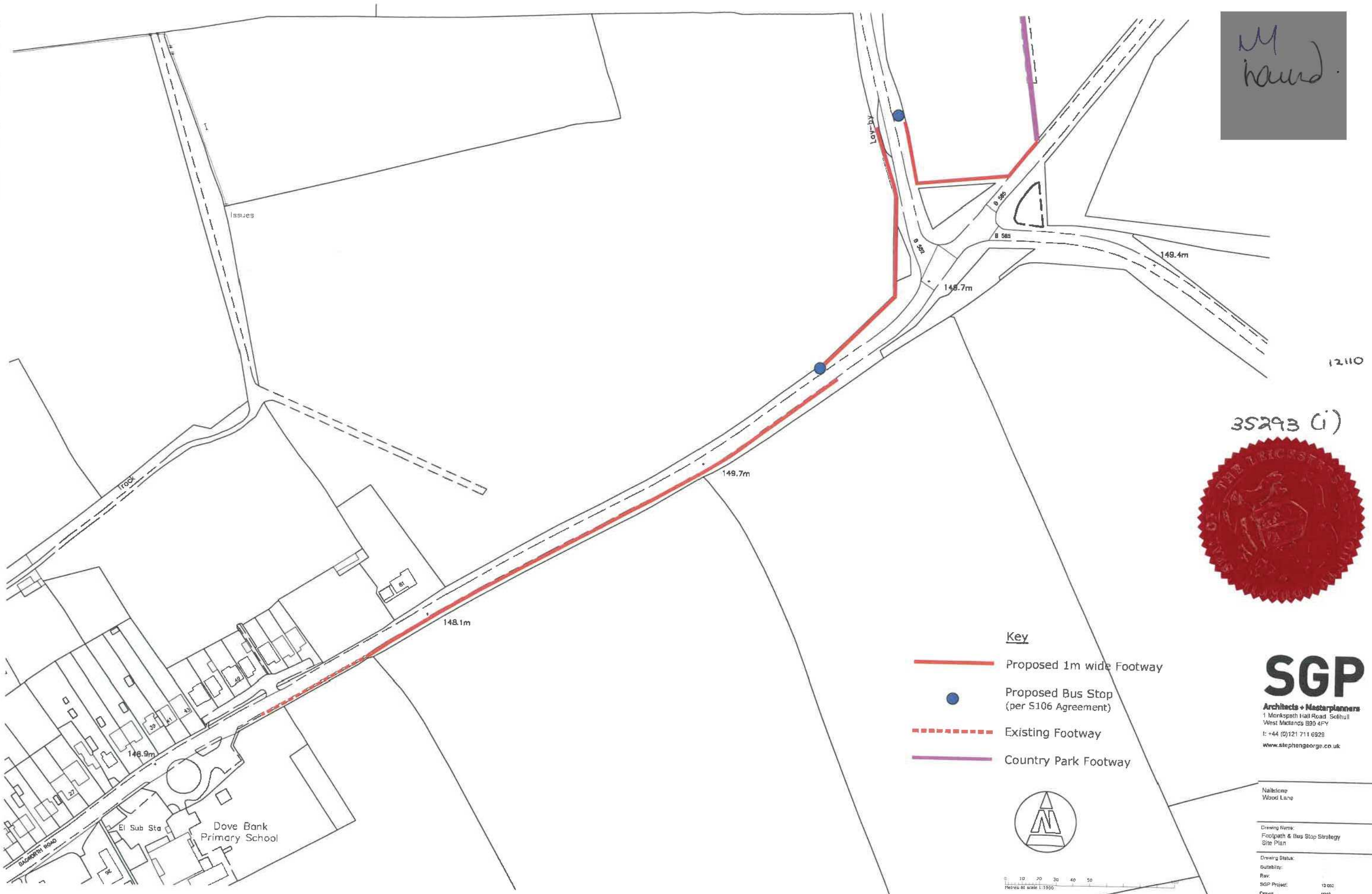
Table of Design Criteria Adopted

Design Criteria Ridge - revised	Design Proposal	Bridgstow	Safety
General			
Design speed = 60kph Stopping sight distance = 215m (desirable minimum) Junction visibility splays 'y' distance = 2.4m Kerb radius = 8.0m		DMRB Vol 6 Section 1 Part 1 (TD 9/93) Table 3	
Marking coating carriageway kerb	Design provides an overlay on carriageway and 150m wide band along each highway verge up to limits of highway / developer boundary	Discussions with L.C.C. Highways	Existing carriageway within the vicinity of the proposed junction contains unmarked diagonal stripes to edges of hatchings formed by the carriageway edge and an approximate 0.5m wide hard strip. Existing carriageway width varies from 6.6m to 9.3m approx.
Re-kerbing of proposed carriageway to be 'wrapped' over the existing carriageway	Design provides min. carriageway width of 6.0m & max. 7.65m (excluding draughtsmen in the ghost island) junction	Discussions with L.C.C. Highways	
Kerb of change in carriageway and 2 other locations	Design provides min. required 1.00 taper as noted at list of locations	DMRB Vol 6 Section 1 Part 1 (TD 2/05) Table 6.3	120kph tapered rate used
Provision of reflective arrows prior to start of ghost island tapers	Only 4 marking detailed on page 6 of Dwg. 1014 (no other approach at present)	Traffic Signs Manual Chapter 3 Road Markings 2002 5.15 Figure 5.2 & Table 3	60mph (overall) used
Kerb island tapers	2No. tapers, either side of +2.0m and 0.5m Turning Lane Width 2.75m + 2.5m = 5.25m long	DMRB Vol 6 Section 2 Part 6 (TD 42/95), Table 4/3	40dph speed limit used
Ghost Island Right - Turning Lane width	3.0m	Amend Vol 6 Section 2 Part 6 (TD 42/95) 7.22	
Ghost Island Turning Length	15.0m	DMRB 5 Vol 6 Section 2 Part 6 (TD 42/95) 7.23	
Ghost Island Deceleration / Queuing Length	Deceleration length = 80.0m Additional Queuing Length = 40.0m	DMRB Vol 6 Section 2 Part 6 (TD 42/95), Table 7.23	Die curved curves, 2K and greater on approach. Arterial / dual carriageway provides an assume no casualty arising on the junction
Ghost Island Splitter Taper, angle	25 dph	DMRB Vol 6 Section 2 Part 6 (TD 42/95), Table 7/3	100kph design speed used
Water Road Junction Design	As shown on central list items and beloved	Leicestershire County Council (LCC Design Guide, Table C22 & Addendum page 1, LCC Highways	Jct / Closure No no 8616 junction marking detailed, others not required due to junction improvements & to otherwise close mid distance values
Major Road, remainder of route	As detailed, apply no alteration specified	DMRB 5 Vol 6 Section 1 (TD 9/93) Table 2 - Dissatisfaction with LCC Highways	100kph design speed used. No 'kerb' (Lower 700m, 600m, 1000m, value reference to design speed). Min. 215m (2.4m x 215m) desired measurements. 200 steps if in centre of all surrounding road network

ROAD MARKINGS

1. All road markings shall be laid out in accordance with the traffic signs manual chapter 5.
2. All road markings to be permanent.
3. Permanent road markings shall be white thermoplastic material complying with bs en 1436 and bs3262 section 2.
4. All road markings that are made redundant by the works shall be completely removed by mechanical means or forced air abrasive (shot blasting) only. The use of hot compressed air lance is not permitted.


Proposed Junction Access: View 1
Proposed Junction Access: View 2
Proposed Junction Access: View 3
Continued on View 2 (below).
Continued on View 1 (above).
Continued on View 3 (below).
Continued on View 2 (above).
Developer land ownership.
Areas required to achieve 2.4m x 215m junction visibility splays
Area required to achieve 2.4m x 215m or visibility splays
Area required to achieve 2.4m x 215m junction visibility envelope
New junction access
New junction kerbing
New footway to adjacent bus stop
New footway to adjacent bus stop Dwg 1040
New pedestrian crossing island with dropped kerbs Dwg 1040
New pedestrian crossing island with dropped kerbs Dwg 1014
New pedestrian crossing island with dropped kerbs Dwg 1014
New pedestrian crossing island with dropped kerbs Dwg 1014



MY hand.

12110

35293 (i)

SGP
Architects + Masterplanners
1 Monkspath Hall Road Solihull
West Midlands B90 4FY
t: +44 (0)121 711 6928
www.stephengeorge.co.uk

Nailstone
Wood Lane

Drawing Name:
Footpath & Bus Stop Strategy
Site Plan

Drawing Status:
Suitability:
Rev:
SGP Project: 12052
Drawn: MMS
Team: MMS

Existing Gullies repositioned

Existing footway retained

Drainage Kerbs

New Kerb Alignment

Existing Kerb Alignment

BT Chamber relocated

12110

NOTES:

1. ALL DIMENSIONS ARE IN METRES ALL LEVELS ARE IN METRES ABOVE ORDNANCE DATUM
2. THIS DRAWING IS TO BE READ PARTICULARLY IN CONJUNCTION WITH THE FOLLOWING DRAWINGS:-

35293 (K)

REVISION APPROVED	AMENDMENT	SIGN/DATE	REV.

Leicestershire County Council

ENVIRONMENT AND TRANSPORT DEPARTMENT

ANN CARRUTHERS DIRECTOR

LEICESTERSHIRE HIGHWAYS

FS 30675

CLIENT: INFRASTRUCTURE PLANNING

TITLE: Nailstone Colliery Mitigation Works
General Arrangement
Wood Road Junction

DRAWING NUMBER		SCALE	
4752.000/H1/1/002		1:200@A1	
PREPARED BY:	Sean Foster	DATE:	08/05/18
CHECKED BY	ADD CHECKED BY	SIZE	A1
APPROVED BY:	ADD APPROVED BY	CORR. FILE:	
AUTOCAD PROJECT DIR:			
AUTOCAD FILENAME:			

COUNTY HALL * GLENFIELD * LEICESTER * LE3 8RJ
Tel No : 0116 3050001 Direct Dial : 0118 3050386

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Maintenance Scheme 2

Maintenance Scheme 3

Junction Improvement Scheme

12110

NOTES:

1. ALL DIMENSIONS ARE IN METRES. ALL LEVELS ARE IN METRES ABOVE ORDNANCE DATUM
2. THIS DRAWING IS TO BE READ PARTICULARLY IN CONJUNCTION WITH THE FOLLOWING DRAWINGS:-

Proposed Works
Key

- New Full Road Construction
- Plane - Regulate - Resurface Carriageway
- Plane - Resurface
- Block Paved Overrun Area

35293 (L)

REVISION APPROVED	AMENDMENT	SIGNED/DATE	REV.
	Maintenance schemes added to plans	ST 07/09/18	A

Leicestershire County Council

ENVIRONMENT AND TRANSPORT DEPARTMENT

ANN CARRUTHERS
DIRECTOR

LEICESTERSHIRE HIGHWAYS

FS 13873

CLIENT: INFRASTRUCTURE PLANNING

TITLE: Nailstone Colliery Mitigation Works
Scheme Extents

DRAWING NUMBER		SCALE	
4752.000/H1/1/003		NTS	
PREPARED BY:	Sean Foster	DATE:	07/09/18
CHECKED BY:	ADD CHECKED BY	SIZE:	A1
APPROVED BY:	ADD APPROVED BY	CORR. FILE:	
AUTOCAD PROJECT DIR:			
AUTOCAD FILENAME:			

COUNTY HALL * GLENFIELD * LEICESTER * LE3 8RJ
Tel No : 0116 3050001 Direct Dial : 0116 3050388

Leicestershire County Council
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Red Line area:
70.36 Ac
28.47 Ha

Unit A
Warehouse
32,330 sq.m (348,000sq.ft)
2 Storey Offices
929 sq.m (10,000sq.ft)

Total
33,259 sq.m (358,000sq.ft)

33 Dock Access
2 Level Access
105 Trailer Spaces
342 Car/Cycle/M'Cycle Parking Spaces

FFL - 154.600 ±500mm

Unit B
Warehouse
33,466 sq.m (360,225sq.ft)
2 Storey Offices
929 sq.m (10,000sq.ft)

Total
34,395 sq.m (370,225sq.ft)

56 Dock Access
8 Level Access
225 Trailer Spaces
377 Car/Cycle/M'Cycle Parking Spaces

FFL - 154.600 ±500mm

Unit C
Warehouse
24,526 sq.m (264,000sq.ft)
2 Storey Offices
929 sq.m (10,000sq.ft)

Total
25,455 sq.m (274,000sq.ft)

16 Dock Access
2 Level Access
90 Trailer Spaces
275 Car/M'Cycle Parking Spaces

FFL - 154.000 ±500mm

SME:
929sq.m

Wood Lane (B585)

35293 (m)

STEPHEN GEORGE & PARTNERS LLP

Architects | Masterplanners 170 London Road, Leicester, LE2 1ND t: 0116 247 0557 f: 0116 254 1095 www.stephengeorge.co.uk

Nailstone Colliery Regeneration - Illustrative Masterplan (incl. bus layby)

13-052-K011b

Date: 11/2018 Scale: 1:1250@A1 Drawn by: mjm

CURTISHALL

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