

DATED

202

(1) NEWARK AND SHERWOOD DISTRICT COUNCIL

and

(2) ADRIAN PETER HATTON

(3) JOHN JAMES MILLER

(4) ASSURED ASSET SOLAR 2 LTD



PLANNING OBLIGATION AND DEED OF AGREEMENT

**Pursuant to Section 106 of the Town and Country Planning Act
1990 in respect of Land to the West of Main Street Kelham**

**In the District of Newark & Sherwood
Planning Application Ref: 23/01837/FULM
Appeal Reference: APP/B3030/W/25/3364181**

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THIS DEED is made on _____ day of _____ 202_____.

- (1) **NEWARK AND SHERWOOD DISTRICT COUNCIL** of Castle House Great North Road Newark NG24 1BY (the “**District Council**”); and
- (2) **ADRIAN PETER HATTON** of Rectory Farm, Averham, Newark NG23 5QY (the “**First Owner**”)
- (3) **JOHN MILLER** of Manor Farm, Ollerton Road, Kelham, Newark, NG23 5QS (the “**Second Owner**”)
- (4) **ASSURED ASSET SOLAR 2 LTD** incorporated and registered in England and Wales (Company Registration Number 13070086) whose registered office is situated 17 Hanover Square, London, England, W1S 1BN (the “**Developer**”)

(2) & (3) together the “Owners”

RECITALS

- (A) The District Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated and is the authority by whom the obligations contained in this Agreement are enforceable.
- (B) The District Council is a Principal Council within the meaning of the Local Government Act 1972.
- (C) The First Owner is the freehold owner of part of the Site registered with title absolute at the Land Registry under Title Number NT291060 and free from encumbrances that would prevent the Owner from entering into this Agreement, the extent of ownership shown on the Site Ownership Plan.
- (D) The Second Owner is the freehold owner of part of the Site registered with title absolute at the Land Registry under Title Number NT289079 and free from encumbrances that would prevent the Owner from entering into this Agreement, the extent of ownership shown on the Site Ownership Plan.

- (E) The Developer has the benefit of an option for a lease of the Site dated 12th April 2021 and which were extended by deeds of variation dated 8th July 2022, 11th April 2024 and 11th April 2025.
- (F) On 16 January 2025, the Planning Committee of the District Council resolved to refuse the grant of the Planning Permission and a decision notice refusing the Application was dated and issued on 31 January 2025.
- (G) An appeal was made pursuant to section 78 of the 1990 Act against the Council's refusal to grant planning permission for the Development on 16 April 2025.
- (H) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement will bind the Owners and any successors in title to the Owners' interest in the Site and may be enforced by the District Council against the Owners and its successors in title in respect of the Site.
- (I) The Parties agree that the planning obligations contained in this Agreement comply with Regulation 122 of the CIL Regulations.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. INTERPRETATION

For the purposes of this Agreement:

1.1 the following expressions shall have the following meanings:

"Agreement" means this deed of agreement;

"Appeal" means the appeal to the Planning Inspectorate against the District Council's Refusal given appeal reference APP/B3030/W/25/3364181;

“Application”	means the application submitted for full planning permission to the District Council for the Development and allocated the reference number 23/01837/FULM;
“Base Rate”	the higher of 5% and the base rate from time to time of Lloyds Bank plc;
“CIL”	means any tax, tariff or charge introduced by the District Council in accordance with regulations made pursuant to the Planning Act 2008 including the CIL Regulations or any subsequent legislation to fund the delivery of infrastructure known as the “community infrastructure levy” or known by any other name;
“CIL Regulations”	means the Community Infrastructure Regulations 2010 (as amended);
“Commencement of Development”	means the carrying out any material operation (as defined in Section 56(4) of the TCPA 1990) forming part of the Development other than (for the purposes of this Agreement 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, works connected with in-filling, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commenced Development”, “Commence” and “Commences” shall be construed accordingly;

“Commencement Date”	means the date the Development Commences;
“Commencement Notice”	means the notice in writing, in the form as specified in the Third Schedule, to be served upon the District Council by the Owners giving not less than ten (10) Working Days notification of the Owners’ intentions to Commence Development in accordance with the Planning Permission;
“Commission Date”	means the date that the Site is materially complete, commissioned and brought into use for the generation, storage and export of electricity pursuant to the Planning Permission (excluding for the purposes of commissioning and testing plant and equipment) as notified to the District Council pursuant to the Planning Permission;
“Default Interest Rate”	means 4% per annum above the Base Rate;
“Development”	means the construction of a photo voltaic solar farm and battery storage system as set out in the Application and authorised by the Planning Permission;
“Due Date”	means the relevant date upon which any payment due under any provisions of this Agreement is to be made;
“Index”	means in relation to the financial contributions payable to the District Council the RICS and Building Cost Information Service All in Tender Price Index or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent;

“Index Linked”	means increased in accordance with the calculation set out in clause 8 of this Agreement;
“Inspector”	means a planning inspector appointed by the Secretary of State to hear/determine the Appeal;
“Landscape Plan”	means the approved Landscape Masterplan (Reference HC1002/5/16 r3) attached to this Agreement at the First Schedule;
“Legal Challenge”	means a legal challenge brought under section 288 of the TCPA 1990 and any other relevant provisions;
“Parties”	means one or all of any combination of the parties to this Agreement and their successors in title;
“Planning Permission”	means the full planning permission subject to conditions for the Development as may be granted following the determination of the Appeal;
"Secretary of State"	shall mean the Secretary of State for Energy Security and Net Zero;
“Site”	means the land against which this Agreement may be enforced being the land to the west of Main Street in Kelham shown as edged red for identification purposes only on the Site Location Plan;
“Site Location Plan”	means the plan attached to this Agreement at Schedule 1 and titled “Site Location Plan”;

“Site Ownership Plan”	means the plan attached to this Agreement at Schedule 1 and titled “Site Ownership Plan”;
“TCPA 1990”	means the Town and Country Planning Act 1990 (as amended);
“VAT”	means Value Added Tax chargeable under the Value Added Tax Act 1994;
“Working Day”	means any day from Monday to Friday (inclusive) except Good Friday, Christmas Day and Public or bank holidays from time to time in England;

- 1.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement;
- 1.3 In the event of any conflict between the provisions of this Agreement and any document annexed hereto as referred to herein the terms and conditions of this Agreement will prevail;
- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner;
- 1.6 Wherever there is a person or persons as Parties to this Agreement and where they undertake to perform or observe an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;

- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation;
- 1.8 Any reference to any statute or statutory provision shall include any modification, extension, re-enactment of that statute for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it;
- 1.9 References to the District Council and the Owner shall include their respective successors in title and assigns and to any person deriving title through or under them and references to the District Council shall include the successors to their respective statutory functions;
- 1.10 The headings and contents list are for reference only and shall not affect construction;
- 1.11 Any covenant or obligation by any Party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done; and
- 1.12 A reference to writing or written excludes faxes and email unless otherwise stated.

2. STATUTORY PROVISION

- 2.1 The Agreement is made pursuant to Section 106 of the TCPA 1990 and the covenants and obligations in this Agreement are planning obligations for the purposes of Section 106 of the TCPA 1990 so as to bind the Site and each and every part thereof and are enforceable by the District Council as the local planning authority against the Owners and their successors in title and assigns and the other Parties to this Agreement SAVE TO the extent excluded elsewhere in this Agreement.

- 2.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the TCPA 1990 they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.
- 2.3 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the District Council in the exercise of any other statutory functions.
- 2.4 Subject to the provision to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Agreement in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the TCPA 1990 ("Section 73 Consent"):
- 2.4.1 the obligations in this Agreement (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Site without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Agreement or new obligation pursuant to Section 106 of the TCPA 1990; and
 - 2.4.2 the definitions of Application, Planning Permission and Development in this Agreement shall be construed to include reference to (respectively) any application(s) under Section 73 of the TCPA 1990, any Section 73 Consent granted thereunder, and any development permitted by such subsequent Section 73 Consent;
 - 2.4.3 any Section 73 Consent shall include a condition/informative substantially in the following form:
"The obligations under the planning obligation by way of a s106 Agreement dated [] pursuant to the previous application [] will be equally applied to

and satisfy the requirements necessitated under this application [];
and

2.4.4 it is hereby agreed and declared by the Parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the TCPA 1990 and the appropriate planning obligations required in connection with the determination of the same but in the event that the District Council is satisfied that no revised planning obligations are required as a result of such amendment references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the TCPA 1990 and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the TCPA 1990.

2.4.5 where additional obligations are deemed necessary, at the sole discretion of the District Council, to facilitate the development permitted by the Section 73 Consent such obligations shall be entered into via a deed of variation relating to any such Section 73 Consent pursuant to section 106A of the TCPA 1990.

3. COMMENCEMENT

With the exception of clauses 4.2, 6 (costs), 20 (jurisdiction) and 21 (delivery) which take effect immediately, this Agreement is conditional upon the grant of the Planning Permission following determination of the Appeal and Commencement of the Development.

4. THE OWNERS' OBLIGATIONS

4.1 The Owners and/or Developer covenant with the District Council to observe and perform the covenants, restrictions and obligations contained in the Second Schedule.

- 4.2 The Owners and/or the Developer covenant to give to the District Council not less than ten (10) Working Days written notice of the expected Commencement Date by serving a Commencement Notice. The Owners and/or the Developer must, if Development is not Commenced on the date specified in the Commencement Notice, serve a further Commencement Notice substituting the date previously given.

5. THE DISTRICT COUNCIL'S OBLIGATIONS

The District Council covenants with the Owners and/or Developer to observe and perform their covenants, restrictions and obligations contained in this Agreement.

6. COSTS

The Owners shall pay to the District Council on or before the date of this Agreement a contribution of £2,000 (two-thousand pounds) to its reasonable and proper legal costs and disbursements incurred in the negotiation, preparation, execution and registration of this Agreement;

7. OWNERSHIP

- 7.1 The Owners warrant and confirm that no person other than the Owners have a legal estate or beneficial interest in the Site or any part thereof.
- 7.2 The Owners agree within ten (10) Working Days of any disposal to give the District Council written notice of any change in ownership of any of their interests in all or any part of the Site (other than disposals to persons against whom the obligations of this Agreement are not enforceable) occurring before all the covenants, restrictions and obligations under this Agreement have been discharged, such notice to give details of the conveyance, transfer, lease, assignment, mortgage or other disposition

entered into together with the full name and registered office (if a company or usual address if not) of the person to whom the disposition was made and the nature and extent of the interest disposed of.

8. INDEXATION

All financial contributions payable to the District Council shall be Index Linked from the date hereof until the date on which such sum is payable in accordance with the following calculation:

$A = B \times (C/D)$ where:

A is the sum payable under this Agreement;

B is the original sum specified in this Agreement;

C is the Index for the month before the date on which the sum is payable;

D is the Index for the month before the date of this Agreement; and

C/D is greater than 1

9. NOTICES

9.1 Any notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class post, pre-paid or recorded delivery and is to be sent to the following addresses, or to such other address as one party may notify in writing to the others at any time as its address for service:

9.1.1 For the Owners to the address set out above;

9.1.2 For the District Council to the address set out above marked for the attention of the Infrastructure and s106 Officer;

9.1.3 For the Developer to the address set out above.

9.2 A notice, consent or approval required or authorised to be given under this Agreement shall be deemed to be served as follows:

- 9.2.1 If delivered by hand, at the time of delivery;
 - 9.2.2 If send by post, on the second Working Day after posting; or
 - 9.2.3 If sent recorded delivery, at the time the delivery was signed for.
- 9.3 If a notice, demand or any other communication is served after 4pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 9.4 A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.
- 9.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

10. WAIVER

- 10.1 No waiver (whether express or implied) by the District Council or the Owners of any breach or default in performing or observing any of the provisions of this Agreement by any other Party shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the relevant provisions or from acting upon any subsequent breach or default. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.
- 10.2 No failure or delay by the District Council to exercise any right or remedy provided under this deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

11. COUNCILS' DISCRETION

- 11.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the District Council were not a Party to this Agreement.
- 11.2 The District Council covenant with the Owners and the Developers to act reasonably, properly and diligently in exercising their respective discretion and discharging their respective functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the District Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

12. DISPUTE RESOLUTION

- 12.1 If any dispute arises out of this Agreement, the dispute shall be referred to an arbitrator appointed jointly by the Parties to the dispute. If those Parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on any such Party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties to the dispute in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).
- 12.2 The provisions of this clause shall not affect the ability of the District Council to apply for and be granted any of the following: declaratory relief, injunction, specific

performance, payment of any sum, damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

13. ENFORCEMENT AND LIABILITY

- 13.1 No person shall be liable for any breach of any of the planning obligations, covenants or other provisions of this Agreement after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 13.2 A mortgagee or chargee of the Site or part thereof will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site.
- 13.3 The Owner enters into this Agreement in order to give effect to the obligations contained in this Agreement and to bind its interest in the Site.
- 13.4 Notwithstanding clause 13.3 or any other term contained in this Agreement, the Parties acknowledge that, although the Owners are bound by the terms of this Agreement and liable for any breach, at the date of this Agreement it is intended that the Developer will carry out the Development and comply with the obligations contained in this Agreement.

14. DETERMINATION

- 14.1 The obligations in this Agreement (with the exception of clause 6) shall cease to have effect if the Planning Permission:
- 14.1.1 expires prior to Commencement of the Development;
 - 14.1.2 is quashed including following a successful Legal Challenge; or
 - 14.1.3 subject to clause 2.4, is revoked modified or otherwise withdrawn before the Commencement Date so as to render this Agreement or any part of it irrelevant, impractical or unviable.

- 14.2 If the Secretary of State or their Inspector in determining the Appeal expressly states in their decision letter that the whole or any part of an obligation set out in this Agreement is not a material consideration in the granting of the Planning Permission pursuant to the Appeal and/or does not meet any one or more of the statutory tests for planning obligations set out in Regulation 122 of the CIL Regulations then that obligation shall be deemed to be reduced, varied or vitiated to the extent so expressly stated in their decision letter but otherwise all obligations and other matters set out in this Agreement shall be deemed to remain in full force and effect.
- 14.3 Clause 14.1.3 will not apply in respect of any non-material amendments to the Planning Permission or the Development agreed from time to time between the District Council and the Owners prior to the Commencement Date.
- 14.4 Where the Agreement comes to an end under this clause 14 any monies paid under this Agreement to the District Council, with the exception of fees paid under clause 6 or any monies which have already been committed for expenditure pursuant to this Agreement, are to be returned to the Party that made the payment within one (1) calendar month of the Agreement coming to an end and at their written request.

15. LOCAL LAND CHARGE

This Agreement shall be registrable as a local land charge by the District Council.

16. CANCELLATION OF ENTRIES

- 16.1 On the written request of the Owners (or any one of them) and/or the Developer at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the District Council's reasonable and proper costs) the District Council will issue a written confirmation of such performance or discharge.

- 16.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 14 (and subject to the payment of the District Council's reasonable and proper costs and charges) the District Council will on the written request of the Owners (or any one of them), cancel all entries made in the local land charges register in respect of this Agreement.

17. INTEREST

Where any sum or amount has not been paid to the District Council by the date on which it is due, the Owners shall pay interest at the Default Interest Rate on that amount for the period from the Due Date to and including the date of payment.

18. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.

19. MISCELLANEOUS

- 19.1 Unless expressly stated no provisions of this Agreement confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

- 19.2 Where the agreement, approval, consent or expression of satisfaction is required by the Parties hereto under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction required to be given on behalf of:

- 19.2.1 the District Council shall be in writing by the Business Manager – Planning Development.

19.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

19.4 No compensation shall be payable by the District Council as a result of this Agreement.

20. JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of England.

21. DELIVERY

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first before written.

FIRST SCHEDULE

SITE LOCATION PLAN

SITE OWNERSHIP PLAN

LANDSCAPE PLAN

SECOND SCHEDULE

“Biodiversity Net Gain Measures” means the measures to be implemented in accordance with the Biodiversity, Landscape and Ecological Management Plan and the approved Landscape Plan;

"Biodiversity, Landscape and Ecological Management Plan" means the Biodiversity, Landscape and Ecological Management Plan as is approved pursuant to the Planning Permission and in accordance with the Landscape Plan; or is agreed in writing between the Owner and/or Developer and the District Council from time to time; or is approved pursuant to any amendment or variation to the Planning Permission;

"Biodiversity Net Gain Monitoring" means the monitoring of the Biodiversity Net Gain Measures to assess whether the Biodiversity Net Gain Measures are being provided in accordance with the Biodiversity, Landscape and Ecological Management Plan at intervals of 1, 2, 3, 5, 10, 15, 20 and every 5 years thereafter from the Commission Date until decommissioning of the Development on the Site;

"Biodiversity Net Gain Monitoring Fee" means a single financial contribution of £3,520 (Index Linked) to the District Council for the cost of ongoing monitoring compliance of the Biodiversity , Landscape and Ecological Management Plan throughout the lifetime of the Development and assessing the Ecological Monitoring Reports for the Development to cover the lifetime of the Development until it is decommissioned in accordance with the Planning Permission.

"Ecological Monitoring Reports" means the reports to monitor the implementation and ongoing management of the measures provided within the Development in accordance with the Biodiversity, Landscape and Ecological Management Plan.

“Competent Person” means an individual who is able to demonstrate a Chartered Institute of Ecology and Environmental Management (CIEEM) competency framework ‘Capable’ level

of competency who can effectively interpret, converse and report matters pertaining to Biodiversity Net Gain Monitoring.

1. The Owners and/or the Developer covenant to:

- 1.1. Prior to Commencement of the Development it shall pay to the District Council the Biodiversity Net Gain Monitoring Fee.
- 1.2. Implement the Biodiversity, Landscape and Ecological Management Plan prior to the Commission Date.
- 1.3. Following the implementation of the planting measures in the Biodiversity, Landscape and Ecological Management Plan pursuant to paragraph 1.2 of this schedule, the Owners and/or the Developer shall provide the Council with a statement of compliance with the planting measures in the Biodiversity, Landscape and Ecological Management Plan.
- 1.4. Following implementation of the Biodiversity Net Gain Measures, the Owners and/or the Developer shall maintain the Biodiversity Net Gain Measures in accordance with the Biodiversity, Landscape and Ecological Management Plan, unless and until those measures are removed in accordance with paragraph 1.8 below, and shall afford the District Council such access as it reasonably requires upon reasonable notice from time to time to inspect the Biodiversity Net Gain Measures.
- 1.5. The Owners and/or the Developer shall undertake the Biodiversity Net Gain Monitoring and produce a Ecological Monitoring Report that will be sent to the District Council at the relevant intervals set out in the definition of Biodiversity Net Gain Monitoring in this schedule.
- 1.6. Providing that the District Council, within 30 days of receipt of the report provided to it by the Owners and/or Developer pursuant to paragraph 1.5 of this schedule, provide to the Owners and/or Developer a response prepared by a Competent Person

and having applied the standards set out in DEFRA's Biodiversity net gain guidance (Published 21/03/2024) or any successive document/guidance, the Owners and/or Developer will implement all reasonable measures set out within that response, to ensure that the Biodiversity Net Gain Measures are being provided in accordance with the Biodiversity, Landscape and Ecological Management Plan.

- 1.7. If the District Council do not respond to the report provided to it by the Owners and/or Developer pursuant to paragraph 1.5 of this schedule within a 30 day period of receipt of the said report, the Owners and/or Developer will be under no obligation to implement any additional remedial measures proposed by the District Council PROVIDED THAT this does not interfere with the District Council's discretion to enforce any non-compliance with the Biodiversity, Landscape and Ecological Management Plan or any other obligation under this Agreement.
- 1.8. The Owners and/or the Developer shall maintain the Biodiversity Net Gain Measures in accordance with paragraph 1.4 and 1.5 above until such time that the Owners and/or the Developer decommission the Development in accordance with the Planning Permission.
- 1.9. The Owners and/or the Developer shall submit to the District Council an Ecological Monitoring Report twelve months prior to the decommissioning of the Development pursuant to the Planning Permission.
- 1.10. The Owners and/or the Developer shall provide to the District Council prompt written notice of implementation in its entirety of the Biodiversity Net Gain Measures in order for the District Council to provide written approval of implementation in accordance with the Planning Permission, within 30 Working Days of receipt of the written notice.
- 1.11. During the operational life of the Development prior to its decommissioning, the Owners and/or the Developer shall replace any dead, damaged or diseased trees, hedges or shrubs with trees, hedges or shrubs of such size and species as would be

consistent with the Biodiversity, Landscape and Ecological Management Plan as it has developed over time, or as may be agreed with the District Council in writing, in the planting season immediately following any such occurrences.

THIRD SCHEDULE

NOTICE OF COMMENCEMENT OF DEVELOPMENT

NOTICE TO THE NEWARK AND SHERWOOD DISTRICT COUNCIL OF COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of Section 106 Agreement:

Notice is hereby given to the District Council that works to implement the above planning permission will commence on

Signed:

For and on behalf of:

Contact name and telephone no:

Contact e-mail address:

Date:

Complete and send this form to Newark and Sherwood District Council Planning Department at the address below:

**NEWARK AND SHERWOOD DISTRICT COUNCIL
CASTLE HOUSE
GREAT NORTH ROAD
NEWARK
NG24 1BY**

Executed as a deed by affixing)
the common seal of)
NEWARK AND SHERWOOD)
DISTRICT COUNCIL)
in the presence of:-)

Authorised Officer

Adrian Hatton: _____

In the presence of:

_____ (Witness Name)

_____ (Witness Address)

_____ (Witness Occupation)

John Miller: _____

In the presence of:

_____ (Witness Name)

_____ (Witness Address)

_____ (Witness Occupation)

THE DEVELOPER

ASSURED ASSET SOLAR 2 LIMITED

Signature of director

Signature of [director OR secretary]

Name of director

Name of [director OR secretary]