

THIS DEED OF UNILATERAL UNDERTAKING is made the day of 2024

BY:

- (1) Strong Farms (LS) Limited (company number OE010471) whose registered office is at 2nd Floor Commercial House, Commercial Street, St Helier, Jersey, JE2 3RU (“Owner”)
- (2) NRS Saredon Aggregates Limited (company number 08516859) whose registered office is at NRS House Site 7, Meriden Park, Cornets End Lane, Meriden CV7 7LG (“Operator”)

TO: WORCESTERSHIRE COUNTY COUNCIL of Spetchley Road in Worcester WR5 2NP (“Council”)

RtD, NP04105 and phrases appearing in these recitals have the meanings given to them in clause 1 of this Unilateral Undertaking

- (2) The Owner is the registered proprietor with freehold title absolute of the Land
- (3) The Operator has the benefit of an Option for a long lease over the Land
- (4) The Council is the local planning authority and mineral planning authority for the purpose of the Act for the area in which the Land is situate
- (5) The Application has been made to the Council for the Development and the Council refused the Application
- (6) The Operator has submitted the Appeal to the Secretary of State and the Owner and Operator enter into this Unilateral Undertaking in connection with the same

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Unilateral Undertaking the following words and phrases shall have the following meanings:-

“Application”	The application to Worcestershire County Council Planning Application given Reference: 19/000053/CM
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Secretary of State in respect of the refusal of
the Application

“Biodiversity Enhancement,
Monitoring and
Management Plan”
 (“BEMMP”)

A Biodiversity Enhancement, Monitoring and
Management Plan submitted to and
approved in writing by the Mineral Planning
Authority pursuant to Schedule 1

“Development”

3.2 The purpose of this Unilateral Undertaking is also to ensure that proposed public access routes are maintained beyond the duration of the Development and to ensure maintenance of a surface water drainage system

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.

9. NOTICES

9.1 Any notice, demand or any other communication served under this Undertaking will be

SCHEDULE 1

The obligation

The Owner and the Operator for themselves and their successors in title to the Land covenant not to carry out the Development otherwise than in accordance with the following requirements subject to the grant of

- ix. Appropriate management actions for achieving stated aims and objectives;
- x. An annual work programme (to cover an initial 5 year period);
- xi. Details of the specialist ecological management body or organisation responsible for implementation of the plan;
- xii. For each of the first 5 years of the plan, a BEMMP progress report to be sent to the Mineral Planning Authority reporting on progress of the annual work programme, to include an updated Biodiversity Net Gain metric supported by Habitat Condition Assessment sheets, and confirmation of any required actions for the next 12 month period; and
- xiii. The BEMMP will be reviewed and updated every 5 years and implemented for 30 years.

The BEMMP shall also set out (where the results from the monitoring show that the Aims and Objectives of the BEMMP are not being met) how contingencies and / or remedial action will be identified, agreed with the Mineral Planning Authority, and then implem

- vii. A requirement that the public access routes (referred to in subparagraph ii above) be kept available for use by the public in perpetuity;
- viii. The LEMP shall require the collection and removal of any plastic tree guards on completion of aftercare, or specify use of bio-degradable tree guards, and that the application of insecticide or fungicides shall be avoided as shall the use of peat anywhere within the restoration scheme. No fertilisers shall be required or

associated SuDS Management Plan which shall include details on future management responsibilities, along with maintenance schedules for all SuDS features and associated pipework for their management and maintenance in perpetuity, shall have been submitted to and approved in writing by the Mineral Planning Authority. There shall be no discharge of foul or contaminated drainage from the site into either groundwater or any surface water whether direct or via soakaways. Thereafter the development shall be carried out and maintained in accordance with the approved details.

