

**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

“Appeal”

Appeal Reference: APP/E1855/W/22/3310099  
submitted to the Secretary of State in respect of the  
refusal of the Application.

“Biodiversity Enhancement,  
Monitoring and Management

“Parties”	the parties who have executed this Unilateral Undertaking.
“Permission”	a valid planning permission for the Development which may be granted pursuant to the Appeal.
“TCPA”	the Town and Country Planning Act 1990.
“Unilateral Undertaking”	means this deed.

- 1.2 The references to the Parties or any other legal or natural person named in this Unilateral Undertaking shall include his her its or their successors in title heirs and assigns and in the case of any Local Authority shall include any successor in function.
- 1.3 Unless otherwise stated references to clause numbers are references to clauses in this Unilateral Undertaking.
- 1.4 Unless otherwise stated references to schedule recital and paragraph numbers are references to the schedule recital and paragraph numbers in this Unilateral Undertaking
- 1.5 The singular includes the plural and vice versa.
- 1.6 The masculine gender includes the feminine and neuter genders and vice versa.
- 1.7 References to persons includes natural persons and partnerships firms and other such unincorporated bodies corporate bodies and all other legal persons of whatever kind and however constituted.
- 1.8 References to Acts of Parliament statutory instruments or Government circulars or regulations or sections or paragraphs of any such acts statutory instruments or Government circulars or regulations include any re-enactments amendments or replacements of them.
- 1.9 Save as expressly provided by this Unilateral Undertaking covenants and obligations given by any of the Parties to this Unilateral Undertaking shall attach to the Land and every part of it and shall bind their successors in title and assignees or any persons claiming by under or through them.
- 1.10 It is hereby declared by the Parties that if any provision in this Unilateral Undertaking shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

- 1.11 To the extent that a decision letter allowing the Appeal determines that any covenant or obligation (or part thereof) in Schedule 1 to this Unilateral Undertaking does not meet the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended), that specified covenant or obligation (or part thereof) shall not be enforceable by the Council.
- 1.12 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally.
- 1.13 This Unilateral Undertaking is governed by and interpreted in accordance with the laws of England and Wales in so far as they apply and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

## **2. PLANNING OBLIGATIONS**

- 2.1 This Unilateral Undertaking is made under Section 106 of the TCPA and the planning obligations entered into by way of the covenants in this Unilateral Undertaking are obligations under Section 106 of the TCPA to be discharged by the Owner and are enforceable by the Council against the Owner and any person deriving title from it to the Land.
- 2.2 The Operator acknowledges and declares that this Unilateral Undertaking has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in, and that its option shall take effect subject to, this Unilateral Undertaking and that it shall be bound by the obligations on the Owner in this Unilateral Undertaking from the date that it takes a leasehold or freehold interest in the Land.
- 2.3 This Unilateral Undertaking

and effect notwithstanding the terms and conditions of any planning permission which may be or has been issued by the Council or any other appropriate person or Authority pursuant to the provisions of the TCPA.

### **3. PURPOSE**

- 3.1 In light of the timing restriction on planning conditions in para 2(7) to Schedule 5 of the TCPA, the purpose of this Unilateral Undertaking is to secure a Biodiversity Enhancement, Monitoring and Management Plan and a Landscape and Ecological Management Plan and ensure the implementation, monitoring and management of a

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7.1 The Operator covenants on or before the completion of this Unilateral Undertaking to pay the Checking Fee (or such higher reasonable and proper sum as the Council may reasonably specify) towards the Council's costs in connection with the approval and registration of this Unilateral Undertaking.

**8. S73 APPLICATIONS**

8.1 In the event that an application is made pursuant to Section 73 of the TCPA for an amendment to the Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to "Permission" in this Unilateral Undertaking shall be to both the Permission and any new planning permission granted pursuant to Section 73 of the TCPA and this Unilateral Undertaking 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.

**9. ~~10.~~ ( ) JNOC 01139 01dITc 011CE**

## **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 planning permission at appeal for the Development:

1. Prior to the commencement of the Development, a Biodiversity Enhancement, Monitoring and Management Plan (BEMMP) shall be submitted to and approved in writing by the Mineral Planning Authority. The purpose of the BEMMP shall be to ensure the proposed biodiversity measures and management are effectively and fully implemented for a period of 30 years. The BEMMP shall deliver a minimum of 193.24 Habitat Biodiversity Units and 6.88 Hedgerow Biodiversity Units, as set out in the Biodiversity Net Gain Assessment Report, dated 03/09/2024 and include all measures as shown on the approved restoration scheme as required by the restoration condition of the Permission, and in Section 8 and 11 of the Environmental Statement Volume 2 'Technical Appendix B – Nature Conservation and Ecology' (Ecological Impact Assessment document reference M16.176(a).R.006, dated April 2019, and the following:
  - i. Aims and objectives of management and monitoring to match the stated purpose;
  - ii. Identification of adequate baseline conditions prior to the start of development, description and evaluation of features to be managed and enhanced, identifying an adequate baseline of conditions prior to start of development, including provision of Habitat Condition Assessment sheets to describe baseline condition of all habitats retained and enhanced;
  - iii. Extent and location / area of proposed enhancement works on appropriate scale maps and plans to include any mitigation and enhancement measures such as bat and / or bird boxes;
  - iv. Ecological trends and constraints on site that might influence management;
  - v. Methods for data gathering and analysis;
  - vi. Location, timing and duration of monitoring;
  - vii. Responsible persons and lines of communication;

- viii. Appropriate success criteria, thresholds, triggers and targets against which the effectiveness of the various conservation measures being monitored can be judged, to include reference (where appropriate) to the target condition of habitats and hedgerows;
- 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 interim Biodiversity Net Gain metric

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**IN WITNESS WHEREOF** the Parties hereto have duly executed and delivered this Unilateral Undertaking as a Deed the day and year first before written

**EXECUTED** as a **DEED** by the Owner

Acting by:

Director

(sign)

(print name)

Director/Secretary\*

**\*delete as applicable**

(sign )

(print name)

**EXECUTED** as a **DEED** by the Operator

Acting by:

Director

(sign)

(print name)

Director/Secretary\*

**\*delete as applicable**

(sign )

(print name)

**EXECUTED** as a **DEED** by the Applicant

Acting by:

Director

(sign)

(print name)