

BEACON FEN ENERGY PARK – DEVELOPMENT CONSENT ORDER (EN010151)

CLOSING SUBMISSION BY NORTH KESTEVEN DISTRICT COUNCIL (IDF8D379496)

This submission provides North Kesteven District Council's closing summary statement regarding matters that the Council has previously raised during the examination and that have not been resolved to their satisfaction.

Draft DCO/s106 Planning Obligation

- **Article 50**

The Council welcomes the provisions made under Article 50 of the dDCO relating to the funding for the Ecological Steering Group (ESG) and Stepping Out Walk (SOW). The Council has agreed with the applicant that the Article 50(3) will be amended as follows: '*officer time, materials or other measures for publicising.*' and as such, anticipates that the final version of the dDCO will include this wording. For the avoidance of doubt the Council has agreed the provisions elsewhere within Article 50 including the financial amounts, indexation provisions and the purpose of spend in relation to the ESG and the SOW and as necessary the way in which the associated control documents referred to in the schedule of Requirements will further guide that expenditure.

- **Funding for decommissioning/period of extended outage**

The Council has consistently raised the requirement for funding or a bond to secure the provision for decommissioning at the end of the lifespan of the project or during a period of extended outage. The Council has had useful discussions with the applicant regarding other matters concerning the dDCO, however; as set out in the Statement of Common Ground, this remains a matter that is not resolved.

Above Ground Heritage

Further to the submitted cross-sectional drawing and works plan, the Council's Conservation Officer has reviewed the additional details including the Kyme Tower supplemental information and the Council retains its position as set out at DL7. This is set out in the Statement of Common Ground.

In relation to the soil stockpiles and cross-sectional detail the Council maintains the same position as at Deadline 6 [REP6-042] in respect of the heritage and landscape impacts of the proposed soil stockpile to screen the Bespoke Access Road (BAR). We note the location and extent of the proposed stockpiles running in parallel with the BAR and whilst we accept that the soil stockpile would, to some extent, screen the road, the Council remains concerned that even with the height and profiling proposed it will in its own right appear as an alien feature within the landscape.

LVIA

The Council maintains its concerns regarding landscape character effects, cumulative landscape and visual effects, soil stockpiles within the BAR, visual impacts and the residential visual amenity assessment at Gashes Barn and other residential properties. This is set out in the Statement of Common Ground.

Skills and Education

No further progress has been made to secure funding to enable the delivery of measures within the Outline Skills, Supply Chain and Employment Plan (oSSCEP). Consequently, the Council respectfully requests that the ExA does not attribute significant beneficial effects from employment creation and GVA of a 'minor beneficial' effect in the planning balance. The Council's reasoning is set out in full at REP6-042 and it maintains its position on this matter. Our position remains that despite a number of earlier email exchanges and discussions with the applicant, no financial contribution toward the Skills and Training package has been forthcoming. This remains at odds with the approach taken at the consented Heckington Fen solar park (Ref: EN010123, s106 concluded) and the Springwell solar farm (Ref: EN010149, draft s106 well advanced). The s106 agreements for both these solar farms are appended to this statement.

Consequently, we do not consider that significant weight can be attributed to the benefits of this package since it would be reliant on funding to be effective in practice. Paragraph 15.7.2 of APP-066 suggests that the Appendix 15.3: Outline Skills, Supply Chain and Employment Plan (oSSCEP) (Document Ref: 6.3 ES Vol. 2, 6.3.98) '**enhances** [our emphasis] beneficial impacts from employment creation, aims at reducing influx of workers and mitigates impacts related to loss of employment'. The paragraph notes that the plan is proposed to include such measures as the potential upskilling of local residents through apprenticeships.

Given that the applicant's overall conclusions around enhancement of beneficial impacts and the 'minor beneficial' residual socio economic effects on NKDC receptors are then at least in part predicated on the commitments contained in the oSSCEP (and which presumably the Applicant will seek weight in favour of in the planning balance, recommendation and decision), the Council's view remains that there should be a tangible delivery mechanism (a financial contribution) to release the OSSCEP's recommendations and commitments.

We would remind the ExA that EN-1 paragraph 5.13.11 recognises the socio-economic benefits which may arise from a project; and paragraph 5.13.12 suggests that the Secretary of State may wish to include a requirement for the local authority to approve an 'employment skills plan' to secure local employment and skills development opportunities. EN-1 paragraph 5.13.11 sets out that the Secretary of State 'should consider any relevant positive provisions the applicant has made or is proposing to make to mitigate impacts (for example through planning obligations) and any **legacy** [our emphasis] benefits that may arise as well as any options for phasing development in relation to the socio-economic impacts'. The Council considers that in order to adequately secure the delivery of the detailed SSCEP in practice, and the legacy benefits accruing, a commitment to funding is required but remains absent.

Ecology

The Council's consultant ecologist, AECOM, have engaged in ongoing, extensive discussions with the applicant's consultants over the topics of ecology and biodiversity net gain (BNG) during the examination period.

In addition, the Council received an updated oCEMP (version 6) and oLEMP (version 5) from the applicant on 13 February 2026. The submission of documents sporadically between deadlines has made it difficult for the Council to engage effectively in the examination process. The Council has not made comment on these documents due to their late submission before Deadline 8 and uncertainty over whether they will be submitted to the examination.

There have been many ecological issues to be resolved during the course of the examination.

The Council's final comments in relation to specific ecological matters are captured in the Statement of Common Ground. It is not clear how the applicant intends to deal with residual matters which remain unresolved at the point of this closing submission. In relation to specific matters we can set out our closing position as below:

Scarce Arable Flora

The ExA will note that the Council has reached agreement on scarce arable flora due there being a clear mechanism for review and agreement of survey results and mitigation requirements post-consent in the oLEMP [REP7-025]. The Council respectfully requests the ExA to make a final decision as to whether the policy requirements on this matter are adequately met, given the absence of suitable data and impact assessment, contrary to the approach agreed at scoping stage.

Ground Nesting Birds

The matter of impact on ground nesting birds such as skylark still appears to be unresolved. There is no mention of skylark in the current oLEMP [REP7-025]. The only reference to ground nesting birds is paragraph 1.5.28 and this only relates to the need for planting and habitat management works to be timed to avoid the nesting season. So, this remains a missing element of the mitigation strategy. REP5-013 predicts a permanent very low adverse impact on skylark so there remains the potential for cumulative impacts on skylark and other ground nesting bird species, arising from the number of comparable developments affecting arable farmland within the district and wider Lincolnshire. All other preceding solar DCOs within North Kesteven (Heckington Fen and Springwell solar farms) have had an agreed mitigation strategy in place by the end of examination and as such the Beacon Fen proposals stand apart here insofar as this matter is unresolved at the end of examination.

Biodiversity Net Gain (BNG)

As mentioned above, the Council's consultant ecologist, AECOM, have engaged in ongoing, extensive discussions with the applicant's consultants over the topics of ecology and biodiversity net gain (BNG) during the examination period.

There are three fundamental areas that prevent the Council from agreeing the BNG calculation:

- 1) The permanent loss of a pond at Bicker Fen substation which means that the trading rules are not met in relation to habitat units (tab A-1).
- 2) Transcription errors in the metric in relation to the condition scoring of hedgerows within the solar array (tab B-1, metric row references 1 to 21). This means that 10% BNG has not been achieved in relation to hedgerow units. These are native hedgerows so are condition assessed against criteria A1 to D2. Based on the Applicants on data (attached), each hedgerow fails just one criterion so they are Good condition (not Moderate condition as originally entered in the metric).
- 3) Lack of adequate explanation for how Great Hale Eau has been addressed, along with an absence of the required evidence to demonstrate a temporary impact. So, it cannot be agreed that this watercourse can be excluded from the metric (tab C-1) which is the approach we believe the Applicant has taken (there is no habitat plan in the BNG report

showing the ditch labelling system to support understanding of the locations of watercourses entered into the metric).

AECOM have reviewed the updated BNG information received by email from the applicant on 6 February 2026 that provides supplementary baseline information for 35 wet ditches, the BNG condition assessment proformas for these ditches, and the updated BNG metric dated 3 February 2026. Only the latter document appears to have been submitted to the Examination at Deadline 7.

Ditches and Watercourses: The baseline assessment of watercourses meeting the definition of ditches is agreed to be sufficient. The supplementary baseline information received could be queried as a suitable basis for evidencing the baseline condition assessment but having reviewed the information against the scoring of conditions it has been concluded that any disagreement would not be likely to alter the baseline condition scores of 'poor condition'.

Further the amendment of the ditch enhancement proposals also removes any need to interrogate the baseline condition scoring further. Enhancement of ditches can be achieved through improvements in condition (enhancement of the aquatic habitat, as was originally proposed) and/or reductions in encroachment through improvements to surrounding terrestrial habitats. The Applicant's approach has switched to the latter option only, removing any reasonable need to further consider the baseline condition scoring of the ditches as this is no longer proposed to be improved.

The assessment of the Great Hale Eau LWS, its exclusion from the BNG metric on the basis that the impact is temporary (which hadn't been clear previously due to the lack of adequate habitat referencing within the metric and the inclusion of other watercourses that were not expected to be affected), and therefore the results of the watercourse element of the BNG metric is not agreed for the following reasons:

Referencing paragraph 2.5.9 of the BNG Strategy (REP5-070), given the Great Hale Eau LWS has been treated as a ditch, despite evidence to the contrary in the wider application (REP5-015 and REP5-029) and NKDC's response at Deadline 7, a MoRPh survey has not been made of this watercourse. Consequently, the baseline habitat type and the baseline condition has not been correctly or adequately defined. This is important as it has a bearing on whether a case can be made for a habitat loss being temporary. To demonstrate a temporary loss it must be evidenced that the "... *habitat and the area can be restored to both:*

- *baseline habitat type within two years of the initial impact; and*
- *baseline condition within two years of the initial impact."* (Statutory Biodiversity Metric User Guide, July 2025).

NKDC has previously also drawn attention to the lack of clarity on the precise reasons for designation of the LWS and the general lack of detailed habitat information within the Application. These also have direct relevance for any case for habitat loss being temporary, as this information would inform understanding of the sensitivity of the baseline environment and the difficulty of the required habitat reinstatement. Data is also necessary to allow monitoring and verification of successful reinstatement. In the absence of sufficient baseline data, typical good practice dictates a precautionary approach i.e. assumption of potential for a permanent impact.

Therefore, a case for the impact being temporary has not been demonstrated beyond reasonable doubt as the habitat type has not been adequately defined and assessed, and there is no data suitable for the purposes of making a condition assessment as the necessary MoRPh survey was not completed. Confidence in the ability to restrict the crossing to a trench 2m wide must also be questioned given REP5-029 emphasises the relative size of this watercourse i.e. bank heights 3m above water level, channel width at least 6m, and water depth 1.2m.

Further the habitat reinstatement measures needed to support a case for a temporary impact is also not secured. Chapter 7 states that the mitigation involves the retention and restoration of top soils and turves (Table 7.9 REP5-013). No specific measures to achieve this appear to be contained within the OLEMP (REP6-021) or the OCEMP (REP5-018).

The specification for open-cut crossings in paragraph 2.8.6 of the latter does not include measures for the appropriate removal, storage and maintenance of turves prior to excavation, nor any measures for reinstating and aftercare of turves after completion of the crossing, similarly there are no other specifications for the reinstatement of appropriate vegetation cover and aftercare that permit confidence in restoration back to the baseline conditions within a maximum of two years.

All the above could be fully suitably resolved and the watercourse element of the metric agreed if the Applicant commits to a trenchless crossing of the Great Hale Eau LWS.

Habitats: The prior comments from NKDC remain to be addressed. Please refer to NKDC's response at Deadline 7, and particularly the matter of the pond at Bicker Fen Substation and the assumptions on habitat reinstatement to avoid permanent habitat losses. Also, the response from NKDC at Deadline 6 where matters were raised in relation to a lack of adequate evidence for and therefore confidence in the ability to meaningfully enhance the condition of the identified woodlands. Too much of the BNG assessment (factoring in the comments on watercourses and hedgerows also) is reliant on assumption when BNG assessment is intended to be a structured, evidence-led process.

Hedgerows: For the benefit of all parties, the standard method (adopted by UKHab and for BNG) for determining species-poor and species-rich hedgerows is the Defra Hedgerow Survey Handbook and this is readily available online. This sets out the approach for delimiting individual hedgerows and determining their type. Hedgerow surveys require sampling of 30m survey sections, with one 30m section for a 100m hedgerow, two sections for a 101-200m hedgerow, and three sections for hedgerows of greater length.

The mean number of scoring woody species is then derived for the hedgerow based on these sections and this determines the hedgerow type (species-poor or species-rich). Consequently, any proposed change in hedgerow type should conform to the same standard approach, as the same definition would need to be met by the enhanced hedgerow. As such, sufficient gaps are needed for infill plantings within the length of the hedgerow to allow confidence in a meaningful change in species composition and diversity, and therefore a measurable change in hedgerow type. This has still not been demonstrated beyond reasonable doubt so the hedgerow component of the BNG assessment is not agreed. Further detailed comments are provided below

The baseline hedgerow tab of the metric is not correct in relation to Hedgerow 11 which has relevance to the enhancement proposals. Based on the supplementary condition scoring information forwarded to NKDC on 1 January 2026, which has not been submitted into the

Examination as of Deadline 7, the baseline condition is Good not Moderate as recorded in the metric. Correction of this means that the hedgerow component of the metric does not demonstrate a minimum of 10% BNG. Please refer to the attached spreadsheet, sheet 2, habitat parcel H11.

Further Hedgerow 4 (TF 13652 46979) which is also of relevance to the enhancement proposals also appears to be mis-classified as Google Earth shows a 'hedgerow with trees' which is a different habitat type in the metric. This is supported by the Streetview images below. In combination with the above error, this further reduces the BNG below the 10% threshold.



The hedgerow creation tab of the metric remains unchanged recording the proposed creation of 11 species-poor hedgerow plantings. This is despite the OLEMP (REP6-021) and Chapter 7 (REP5-013) previously including a specification representing a commitment to provide species-rich plantings. The Applicant's subsequent response to this discrepancy has been to amend the OLEMP (version 4 received directly from the Applicant on 3 February 2026) to match the metric.

However, as noted in the NKDC response at Deadline 7, this had been done incompletely. So not only is there a regression from the original commitment made in OLEMP, but further confusion has been added at this late stage through retention of a commitment to provide species-rich hedgerows in one part of the OLEMP (paragraph 1.5.6 of version 4) while other parts of the same document contradict this.

The hedgerow enhancement tab of the metric has been amended substantially since the last iteration (REP5-039). However, no new information has been received that addresses the original comments made. These comments still apply. Specifically, evidence for the baseline is lacking, there is insufficient explanation for the uplift in condition of hedgerows 11 (which is not possible, see above) and 15, evidence to demonstrate certainty that the relevant hedgerows can be converted from species-poor to species-rich types consistent with the underpinning habitat classification and definitions (the UKHab classification) remains lacking, and clarification on the document containing the habitat enhancement specification for these enhancement works has not been provided.

It is of specific concern that there remains no clear evidence to show beyond reasonable doubt that the Applicant can change the hedgerow type from species-poor to species-rich. This is not acceptable given the reliance on this within the BNG calculation and the preceding advice from NKDC on this point. The advised basis for the Applicant amending the enhancement tab of the metric was because these hedgerows (Hedgerows 2, 4, 11, 15) could be evidenced as containing sufficient gaps for infill plantings to deliver the required outcome. This is not evidenced and NKDC has not been able to substantiate this using either Google Earth or Streetview imagery, as noted below:

Hedgerow 2 (TF 15254 47572) – sufficient gaps within the hedgerow identified by the grid reference (this hedgerow being delimited by its connections with other intersecting hedgerows) are not apparent in Google Earth imagery to support the Applicant's ability to change the hedgerow type. It is also noted that no gaps are reported within APP-104 (Table 2) which is a notable oversight given this hedgerow is now identified as having substantive gaps. This begs the question what evidence was used to identify the suitability of this hedgerow for infill plantings and why has the Applicant not been able to share this with NKDC? It also appears that the hedgerow has been incorrectly delimited and the label applied to more than one discrete hedgerow (as indicated by the map in REP6-023). If so, Hedgerow 2 also needs to be subdivided in accordance with standard methods so that the length of hedgerow being enhancement is not over-reported.

Hedgerow 4 (TF 13652 46979) – the photos above and Google Earth do not demonstrate sufficient gaps for infill plantings to achieve the necessary change to the hedgerow type. No gaps are reported within APP-104 (Table 2). Again, the map in REP6-023 suggests that this hedgerow has been incorrectly delimited and may need subdivision to avoid over-reporting of enhancement.

Hedgerow 11 (TF 14388 47783) - sufficient gaps within the hedgerow are not apparent in Google Earth imagery to verify the Applicant's ability to change the hedgerow type. No gaps are reported within APP-104 (Table 2).

Hedgerow 15 (TF 14110 46714) - No gaps are reported within APP-104 (Table 2). Google Earth and Streetview both indicate an absence of substantive gaps.

DATED _____ **2026**

- (1) NORTH KESTIVEN DISTRICT COUNCIL**
- (2) LINCOLNSHIRE COUNTY COUNCIL**
- (3) SPRINGWELL ENERGYFARM LIMITED**
- (4) BLANKNEY ESTATES LIMITED**
- (5) HSBC UK BANK PLC**

**DEED OF DEVELOPMENT CONSENT
OBLIGATIONS**

**Agreement under section 106 Town & Country
Planning Act (as amended)
relating to Springwell Solar Farm on land at Blankney
Estate**



Pinsent Masons

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THIS DEED is made on 2026

BETWEEN

- (1) **NORTH KESTEVEN. DISTRICT COUNCIL** of District Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ("**NKDC**");
- (2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 2YL ("**LCC**");
- (3) **SPRINGWELL ENERGYFARM LIMITED** incorporated and registered in England and Wales with company number 13484004 whose registered office is at Alexander House 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, Sunderland, England, DH4 5RA (the "**Developer**");
- (4) **BLANKNEY ESTATES LIMITED** incorporated and registered in England and Wales with company number 00362871 whose registered office is at The Estate Office Temple Grange, Navenby, Lincoln, England, LN5 0AX (the "**Owner**"); and
- (5) **HSBC UK BANK PLC** of 1 Centenary Square, Birmingham, B1 1HQ (the "**Mortgagee**").

BACKGROUND

- (A) NKDC and LCC are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authorities are the local authorities for the purposes of the 1972 Act and the 2011 Act and are also the relevant planning authorities and/or relevant county authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464. By virtue of an option agreement made between the Owner and the Developer, the Developer has a right to call down a leasehold interest in the Site.
- (D) The Developer submitted the Application to the Secretary of State on 20 November 2024.
- (E) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (F) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on terms of this Deed.

NOW THIS DEED WITNESSED AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1 In this Deed the following terms and expressions shall have the following meaning:

"1972 Act" means the Local Government Act 1972 (as amended)

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

“2008 Act”	means the Planning Act 2008 (as amended)
“2011 Act”	means the Localism Act 2011
“Application”	means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 20 November 2024 and allocated reference number EN010149;
“Commence”	has the same meaning as in Article 2 of the Development Consent Order and the words “Commencement” and “Commenced” and cognate expressions are to be construed accordingly;
“Date of Decommissioning”	means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning Environmental Management Plan approved under Requirement 19 of the Development Consent Order;
“Date of Final Commissioning”	has the same meaning as in Article 2 of the Development Consent Order;
“Development Consent Order”	means the development consent order statutory instrument made by the Secretary of State pursuant to the Application;
“Ecological Steering Group”	means the ecological steering group established and maintained in accordance with the landscape and environmental management plan (as defined in Article 2 of the Development Consent Order) required to be approved and implemented pursuant to the Development Consent Order;
“ESG Contribution”	means the sum of £130,500 (one hundred and thirty thousand, five hundred pounds) payable by the Developer in accordance with Schedule 3 for the purpose of funding the Local Authorities’ involvement in the Ecological Steering Group;
“Index”	means the Consumer Prices Index;
“Index Linked”	means such increase to any sum or sums payable under this Deed on an annual basis or <i>pro rata per diem</i> from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;
“Interest”	means 4% above the base lending rate of the Bank of England from time to time;
“Lease”	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into with any third party in respect of the Project;
“Local Authorities”	means NKDC and LCC (and their successors in function);
“Option for Lease”	means the option for lease dated 17 July 2025 between (1) the Owner and (2) the Developer which replaced (by reference to it) an option for lease dated 30 June 2022 between (1) the Owner and (2) the Developer;
“Plan 1”	means the plan annexed to this Deed at Schedule 2 and marked section 106 Plan identifying the Site;

“Project”	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order which is to be located on the Site;
“Responsible Body”	means the body responsible for applying the Skills and Education Contribution for the Skills and Education Contribution Purpose on behalf of the Developer, as chosen pursuant to the process set out in Part C of Schedule 2, and the words “Responsible Bodies” are to be construed accordingly;
“Secretary of State”	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
“Skills and Education Contribution”	means the sum of (fifty thousand pounds) £50,000.00 per annum (subject to Schedule 2) to be used/expended in line with Schedule 2 for the Skills and Education Contribution Purpose;
“Skills and Education Contribution Annual Meeting”	means a meeting with the Developer, Local Authorities and any proposed Responsible Body or Responsible Body that has already been appointed (as appropriate) to occur annually ahead of payment of the Skills and Education Contribution instalment, to discuss: <ul style="list-style-type: none"> (a) the use of the Skills and Education Contribution for the Skills and Education Contribution Purpose for the upcoming twelve months; and (b) the Responsible Body for the upcoming twelve months;
“Skills and Education Contribution Purpose”	means increasing employment, education and skills opportunities in the local area (primarily within North Kesteven District but to include neighbouring authority areas where necessary) for individuals in the renewable and sustainable development sector, which may include the provision of training and apprenticeships and education bursary payments;
“Statutory Undertaker”	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
“the Site”	means the area of land which is shown cross-hatched blue on Plan 1 and more particularly described in Schedule 2; and
“a Working Day”	means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

1.2 Where in this Deed reference is made to any Clause, paragraph, Schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph, Schedule, recital or plan in this Deed.

1.3 Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.

- 1.4 References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authorities shall include the successors to their respective statutory functions.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6 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.
- 1.7 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 against each individually unless there is an express provision otherwise.
- 1.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.
- 1.9 "notify" and "notification" mean the transmission of written information by means of email from one party to another **PROVIDED THAT** if the said email is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the email is received after 10.00am the aforesaid time period shall commence from the following Working Day.

2. **LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act, and section 1 of the 2011 Act.
- 2.2 The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Local Authorities.
- 2.3 The obligations in this Deed shall not be enforceable against any mortgagee or charge (including the Mortgagee), unless such mortgagee or chargee has become a mortgagee in possession of the Site (or relevant part of the Site), in which case such mortgagee or chargee shall be bound by those obligations in this Deed which were binding upon the person from whom it derives its interest provided that the mortgagee or charge shall not be liable for any breach unless committed or continuing at a time when that party takes possession of the Site (or part thereof).

3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Development Consent Order AND Commencement SAVE FOR the provisions of Clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

- 4.1 The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2 This Deed shall be registrable as a land charge by NKDC as the local planning authority.

- 4.3 The covenants given in this Deed shall cease to have effect if the Development Consent Order:
- 4.3.1 is quashed revoked superseded or otherwise withdrawn at any time; or
 - 4.3.2 expires prior to Commencement; or
 - 4.3.3 is modified by any statutory procedure without the consent of the Developer prior to Commencement.
- 4.4 Following the performance and satisfaction of all the obligations contained in this Deed NKDC shall effect the cancellation of all relevant entries made in the register of local land charges in respect of this Deed at no cost to the Developer or the Owner.
- 4.5 No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6 The Developer agrees to give the Local Authorities written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.
- 4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, a planning permission, development consent order (other than the Development Consent Order) or other statutory authority granted (whether or not on appeal) before or after the date of this Deed.
- 4.8 Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authorities in the exercise of their functions as local authority and their rights powers duties and obligations under all public and private statuses byelaws and regulations may be as fully and effectually exercised as if the Local Authorities were not a party to this Deed.
- 4.9 If any severable provision of this Deed 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.
- 4.10 Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authorities under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11 Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.12 The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13 The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.14 If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made save that, for the avoidance of doubt, in the event that paragraph 5 of Schedule 2 is relevant and there is disagreement as to the proposed beneficiary

of the Skills and Education Contribution then no Interest shall be payable unless and until a beneficiary is jointly agreed between the Local Authorities and the Developer.

5. **OWNER'S AND DEVELOPER'S COVENANTS**

5.1 The Owner and the Developer covenant with the Local Authorities so as to bind the Site into whosoever hands the same may fall:-

5.1.1 to comply with its obligations as set out in Schedule 2 and 3; and

5.1.2 to pay to the Local Authorities on completion of this Deed their reasonable legal costs of negotiating and completing this Deed.

5.2 In the event that:

5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under the Development Consent Order; or

5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site,

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedule 2 and 3 of this Deed.

6. **THE LOCAL AUTHORITIES' COVENANTS**

The Local Authorities covenant with the Owner and the Developer to comply with their obligations as set out in Schedule 2 and 3.

7. **DEVELOPER'S INTEREST AND INDEMNITY TO OWNER**

The Developer shall not incur any liability for any breach of the obligations contained in this Deed save for the obligation contained in Clause 5.1.2 unless and until it completes the Lease and is in possession of the Site.

8. **JURISDICTION**

This Deed shall be governed by and interpreted in accordance with the law of England.

9. **WAIVER**

No waiver (whether expressed or implied) by the Local Authorities, the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authorities the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

- 10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.
- 10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.
- 10.1.3 The person to be appointed pursuant to Clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Project.
- 10.1.4 Reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting their instructions (or such other period as agreed by the parties).
- 10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.
- 10.1.6 The expert shall be limited in their findings to the matter in dispute referred to them and shall provide written reasons for their decision.
- 10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11. **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

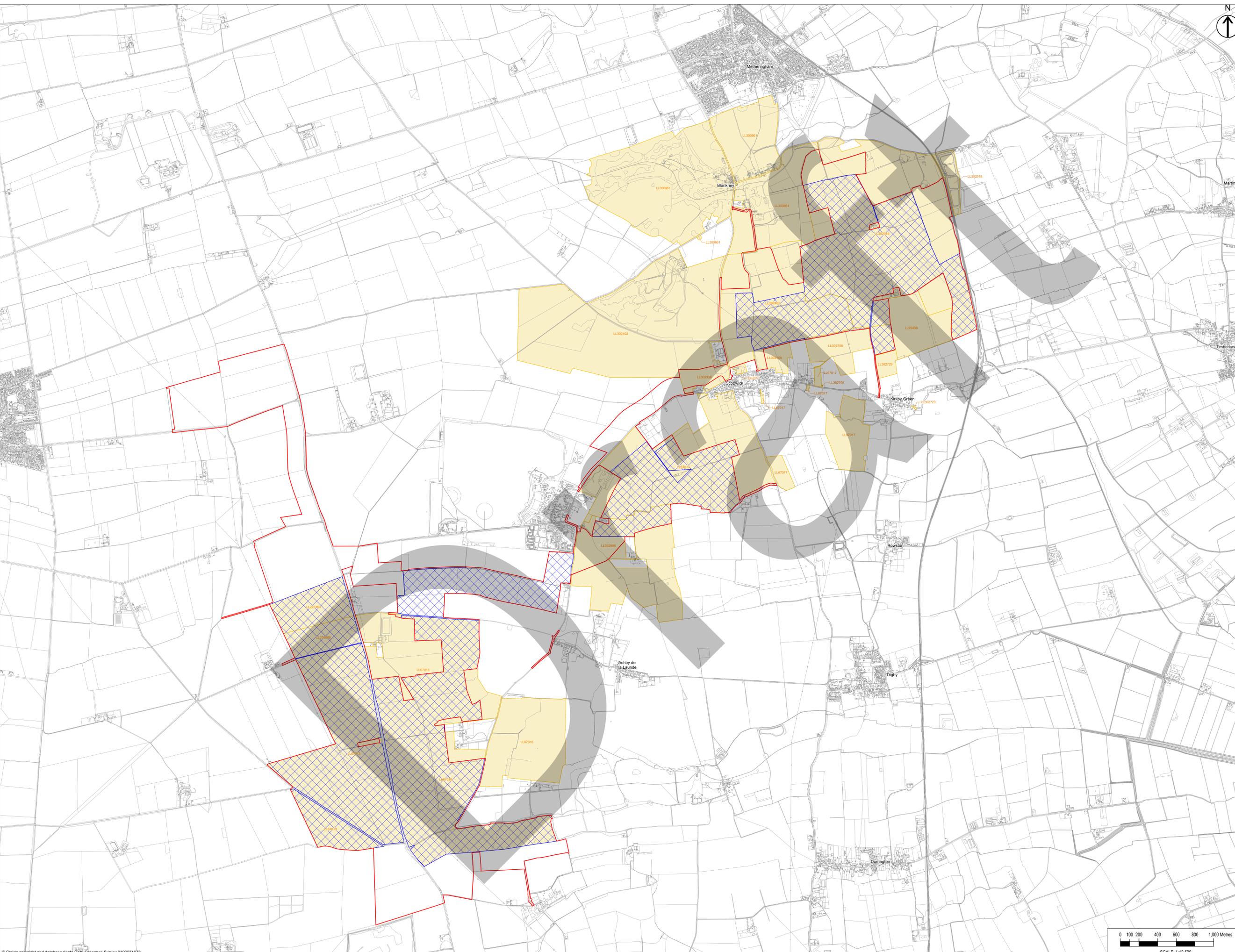
EXECUTED AS A DEED by the parties one the date which first appears in this Deed

SCHEDULE 1

DETAILS OF OWNER'S TITLE AND DESCRIPTION OF THE SITE

Land at Blankney Estate as shown cross-hatched blue on the Plan and being part of the land registered at HM Land Registry under part of title numbers LL302918, LL95436, LL302402, LL302706, LL67017, LL302908, LL67011, LL67016, LL67013, LL226988 and LL227464

Draft



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Location Plan

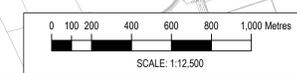
Notes
 1. DO NOT SCALE FROM THIS DRAWING. USE ONLY PRINTED DIMENSIONS.
 2. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.
 3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT DOCUMENTATION.

Key to Symbols
 Order Limits
 Site (land under Blankney Option for Lease)
 Freehold

P02	Extent of Order Limits currently under Blankney Option for Lease	11/02/26	MB	JB	ES
P01	First Issue	06/11/25	MB	JB	JB
Rev	Description	Date	By	Check	Approved
Process of Issue					

FOR INFORMATION
Gateley / HAMER
 One Eleven Edmund Street
 Birmingham B3 2JU
 Client: SPRINGWELL ENERGYFARM LIMITED
 Project Title: SPRINGWELL SOLAR FARM
 Drawing Title: SECTION 106 PLAN SHEET 1 OF 1

Drawn	Checked	Approved	Date
MB	JB	ES	11/02/26
GH Project Number	Scale at A0	Revision	
201581.00001	1:12,500	GH-20158100001-S106 P02	



SCHEDULE 2

SKILLS AND EDUCATION CONTRIBUTION

PART A – OVERARCHING OBLIGATIONS

1. The Developer shall provide the Skills and Education Contribution in accordance with Part B or Part C of this Schedule, in the following instalments:
 - 1.1 £50,000 (Index Linked) on or before Commencement; and
 - 1.2 £50,000 (Index Linked) annually on each anniversary of Commencement occurring until the Date of Decommissioningsubject to the total amount payable pursuant to this Schedule (regardless of whether provided under Part B or Part C) not exceeding £2,100,000 Index Linked, with such amounts to be applied for the Skills and Education Contribution Purpose (and each individual payment of £50,000 (Index Linked) will be referred to in this Schedule as a **“Skills and Education Contribution instalment”**).
2. On or before Commencement the Developer and the Local Authorities will agree and record in writing whether the Skills and Education Contribution will be provided and used for the Skills and Education Contribution Purpose in accordance with Part B or Part C of this Schedule, and in the absence of any agreement in writing pursuant to this paragraph, the Developer shall provide the Skills and Education Contribution in accordance with Part C of this Schedule.
3. The Developer and Local Authorities may agree in writing at any time:
 - 3.1 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 2 of this Schedule; or
 - 3.2 that the Skills and Education Contribution will be provided and applied in accordance with a different Part (being Part B or Part C) to the Part determined pursuant to paragraph 3.1 of this Schedule; and
 - 3.3 in relation to any agreement pursuant to paragraph 3.1 or 3.2, the detail of how and when the provision and application of the Skills and Education Contribution shall change to the different Part.
4. For the avoidance of doubt, until the Date of Decommissioning:
 - 4.1 the Skills and Education Contribution will continue to be provided and applied in accordance with Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule;
 - 4.2 any individual Skills and Education Contribution instalment provided pursuant to paragraph 1 of this Schedule shall only be provided pursuant to one of Part B or Part C as determined pursuant to paragraphs 2 or 3 of this Schedule; and
 - 4.3 unless otherwise agreed in writing by the Developer and the Local Authorities, where a Skills and Education Contribution instalment has been provided pursuant to one of Part B or Part C and the Part pursuant to which subsequent Skills and Education Contribution instalments are provided changes to a different Part (pursuant to paragraph 3 of this Schedule), the instalment(s) provided pursuant to a Part (being Part B or Part C) shall continue to be applied for the Skills and Education Contribution Purpose in accordance with the Part pursuant to which it was originally provided.
 - 4.4 In the event that the Project is decommissioned prior to the 40 year operational lifetime, no further payment or provision of the Skills and Education Contribution is due under paragraph 1 (or any other provision of this Schedule) following the Date of Decommissioning.

PART B – ADMINISTRATION OF THE CONTRIBUTION BY LCC

5. This Part B shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid pursuant to Part B, in accordance with paragraph 2 or 3 in this Schedule.
6. The Developer shall pay the Skills and Education Contribution to LCC in accordance with the instalments set out in paragraph 1 to this Schedule.
7. LCC shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, arrange and chair a meeting with the Developer and Local Authorities to discuss the Skills and Education Contribution Purpose with regards to the use of the Skills and Education Contribution.
8. The Local Authorities and the Developer covenant to attend the annual meeting arranged by LCC pursuant to paragraph 7 or at such other date and time as agreed between the parties, to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and the parties shall act reasonably in seeking to agree potential beneficiaries of the contribution for the forthcoming year.
9. LCC shall have regard to reasonable representations and suggestions from the Local Authorities and the Developer as to potential beneficiaries for the Skills and Education Contribution.
10. LCC covenants to use or expend the Skills and Education Contribution for the Skills and Education Contribution Purpose.
11. Upon receipt of a request in writing from the Developer to be made to LCC within 12 months of the Date of Decommissioning, LCC must repay to the Developer or its nominee any part of the Skills and Education Contribution that at the time of the request remains unspent, unless LCC is contractually committed to expenditure of the Skills and Education Contribution and unless otherwise agreed in writing by the Developer and LCC.

PART C – ADMINISTRATION OF THE CONTRIBUTION BY THE DEVELOPER & RESPONSIBLE BODY

12. This Part C shall only have effect in relation to Skills and Education Contribution instalments confirmed as being paid in accordance with Part C, pursuant to paragraph 2 or 3 in this Schedule.
13. The Developer shall, before the payment of each Skills and Education Contribution instalment payable pursuant to this Part, either:
 - 13.1 arrange and chair the Skills and Education Contribution Annual Meeting; or
 - 13.2 ensure measures are in place that require the Responsible Body to arrange, chair and attend the Skills and Education Contribution Annual Meeting.
14. The Local Authorities and the Developer covenant to attend the Skills and Education Contribution Annual Meeting arranged pursuant to paragraph 13 to discuss the expenditure of the Skills and Education Contribution and the Skills and Education Contribution Purpose and to act reasonably in seeking to agree potential Responsible Bodies for the forthcoming year.
15. The Developer shall have regard to reasonable representations and suggestions from the Local Authorities as to potential Responsible Bodies for the Skills and Education Contribution.
16. The Developer covenants with the Local Authorities to:
 - 16.1 within 20 Working Days of the annual meeting, submit to the Local Authorities for approval details of the proposed Responsible Body for the forthcoming year(s) (the “**Notice of the Responsible Body**”);

- 16.2 following approval of the Responsible Body by the Local Authorities pursuant to paragraph 17 below:
- 16.2.1 pay to the Responsible Body the Skills and Education Contribution instalment(s) as agreed pursuant to paragraphs 13 - 15 of this Part and in accordance with the instalments and triggers in paragraph 1 of this Schedule;
 - 16.2.2 put appropriate measures in place to:
 - (a) ensure the Responsible Body uses or expends the Skills and Education Contribution for the Skills and Contribution Purpose in the 12 months following receipt of the Skills and Education Contribution instalment; and
 - (b) require the Responsible Body to convene, chair and attend the Skills and Education Contribution Annual Meeting if required to do so by the Developer; and
 - 16.2.3 provide evidence of compliance with paragraphs 16.2.1 and 16.2.2 to the Local Authorities within 20 Working Days of the date of payment to the Responsible Body;
- 16.3 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment, by the trigger date within paragraph 1 above, hold the money for the Skills and Education Contribution Purpose and engage with the Local Authorities to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.
17. The Local Authorities covenant to:
- 17.1 not unreasonably withhold or delay consent / approval of the Responsible Body for the Skills and Education Contribution and, in any event, respond to the Developer (as relevant) with a decision within 20 Working Days of the Notice of the Responsible Body; and
 - 17.2 in the event of default due to disagreement on the proposed Responsible Body or if the Responsible Body becomes unable to accept the payment by the trigger date within paragraph 1 above (and the Developer has confirmed this to the Local Authorities), to engage with the Local Authorities and the Developer to jointly decide on an appropriate Responsible Body to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

SCHEDULE 3

ESG CONTRIBUTION

1. The Developer shall pay the ESG Contribution to NKDC in the following instalments:
 - 1.1 £3,750 (Index Linked) on or before the Date of Final Commissioning;
 - 1.2 £3,750 (Index Linked) annually on each anniversary of the Date of Final Commissioning occurring until the tenth such anniversary; and
 - 1.3 £3,100 (Index Linked) annually on the eleventh and each subsequent anniversary of the Date of Final Commissioning occurring until the Date of Decommissioning,

subject to the total amount payable pursuant to this paragraph 1 not exceeding £130,500 (Index Linked) and such amounts are to be applied by NKDC towards the reasonably incurred costs of officers from NKDC and LCC in taking part in the Ecological Steering Group, which involvement is anticipated to be in substantial accordance with the details included at Section 7.2 of the outline Landscape and Ecology Management Plan (as defined in Article 2 of the Development Consent Order) and included at Appendix 1 to this Deed.

2. Upon receipt of a request in writing from the Developer to be made to NKDC within 12 months of the Date of Decommissioning, NKDC must repay to the Developer or its nominee any part of the ESG Contribution that at the time of the request remains unspent, unless NKDC is contractually committed to expenditure of the ESG Contribution and unless otherwise agreed in writing by the Developer and NKDC.

**APPENDIX 1 – SECTION 7.2 OF THE OUTLINE LANDSCAPE AND ECOLOGY MANAGEMENT
PLAN**

Draft

7.2. Ecological Steering Group (ESG)

7.2.1. This section sets out the draft Terms of Reference (TOR) for the Ecological Steering Group. The remit of the ESG is as follows:

- to monitor the progress and implementation of the detailed LEMP(s), the aim of which is to achieve the biodiversity mitigation and enhancement as laid out in the oLEMP;
- to provide oversight and scrutiny of the BNG monitoring undertaken by the Applicant;
- to provide communication on landscape and biodiversity matters between the Proposed Development and relevant stakeholders;
- to consider and suggest remedial habitat management measures to be implemented when habitat creation and enhancement are not meeting the required condition as outlined in the LEMP(s), based on a review of monitoring reports;
- to undertake a compliance audit of the LEMP(s) against key performance indicators (to be agreed with the ESG following approval of the LEMP(s) every five years);
- to work with the Applicant in meeting its commitments in the DEMP with regards to dealing with ecological habitats post the carrying out of the decommissioning works; and
- in conjunction with the Applicant, the co-ordination of any research projects planned around the Proposed Development and dissemination of the outcomes of any research both within the Proposed Development and externally.

7.2.2. The Applicant shall have regard to any reviews, recommendations or updates received from the Group in accordance with its terms of reference and thereafter employ reasonable endeavours to implement any competent recommendations including, where necessary, through proposing to the Group such alterations to ecological management measures as the Applicant considers appropriate, having regard what is reasonable, practicable and achievable.

7.2.3. The formation of the ESG may provide opportunities for strategic collaboration with other solar projects within the region.

7.2.4. The Applicant will establish the ESG at least 6 months prior to the submission of the first detailed LEMP(s) to help inform the development of the LEMP(s). The ESG would convene in advance of the commencement of such works, and shall continue to exist until completion of decommissioning works, unless a shorter period is agreed between the members of the ESG.

- 7.2.5. The ESG shall comprise up to but not limited to:
- two representatives nominated by the Applicant, at least one of which being a suitably qualified and experienced ecologist.
 - one representative from Lincolnshire County Council; and
 - one representative from North Kesteven District Council.
- 7.2.6. The ESG will encourage representation at its meetings by representatives from relevant nature conservation organisations as and when required.
- 7.2.7. The Applicant will be responsible for the administration of convening annual meetings of the ESG. Meetings will be chaired by an appropriately qualified member of the ESG and be quorate if at least 3 members are present.
- 7.2.8. Once established, the ESG shall meet at least twice annually for the 10 years and then move to a single annual meeting thereafter, either virtually or in a convenient location to be agreed by the ESG. Decisions and recommendations made by the ESG would normally be on the basis of consensus. In the unusual case of needing to put a decision to the vote, this would be by a majority vote from those attending that meeting. The remit of the ESG cannot be extended beyond the scope of measures in this oLEMP.
- 7.2.9. The Applicant will meet all reasonable costs of attendees of the ESG related to the attendance at meetings and reviewing supplied material. Additional costs will be met where deemed necessary and agreed in advance between the ESG members. The mechanism to securing funding for the costs will be via the S106 agreement.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **NORTH KESTEVEN DISTRICT COUNCIL**

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

.....
Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of in the presence of **LINCOLNSHIRE COUNTY COUNCIL**

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

.....
Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by **SPRINGWELL ENERGYFARM LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **BLANKNEY ESTATES LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

Executed as a Deed (but not delivered until the date of this Deed) by **HSBC UK BANK PLC** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

DATED

19th DECEMBER

2024

DEED OF DEVELOPMENT CONSENT OBLIGATIONS

between

(1) NORTH KESTEVEN DISTRICT COUNCIL

(2) LINCOLNSHIRE COUNTY COUNCIL

(3) BOSTON BOROUGH COUNCIL

(4) ECOTRICITY (HECK FEN SOLAR) LIMITED

(5) BRAMALL PROPERTIES LIMITED

Agreement under

Section 106 Town & Country Planning Act 1990 (as amended)

relating to Heckington Fen Solar Park on land at Elm Grange Farm

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL DOCUMENT	
Name	Marissa White
Signature	[REDACTED]
Dated	08.01.2025

Legal Services Lincolnshire
 County Offices
 Newland
 Lincoln
 LN1 1YS

LAWYER
 LEGAL SERVICES LINCOLNSHIRE

Planning Ref: EN010123
 LSL Ref: NK029.804

THIS DEED is made the 19th day of DECEMBER 2024

BETWEEN

- 1) **NORTH KESTEVEN DISTRICT COUNCIL** of Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF ("NKDC");
- 2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 2YL ("LCC");
- 3) **BOSTON BOROUGH COUNCIL** of Municipal Buildings, West St, Boston, PE21 8QR ("BBC");
- 4) **ECOTRICITY (HECK FEN SOLAR) LIMITED** of Lion House, Rowcroft, Stroud, GL5 3BY ("the Developer"); and
- 5) **BRAMALL PROPERTIES LIMITED** of 12 Cardale Court, Cardale Park, Beckwith Head Road, Harrogate, North Yorkshire, HG3 1RY ("the Owner")

RECITALS

- (A) NKDC, BBC and LCC are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable.
- (B) The Local Authorities are the local authorities for the purposes of the 1972 Act and the 2011 Act and are known as the relevant planning authorities and/or relevant county authority for the purposes of the 2008 Act.
- (C) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title number LL139549.
- (D) The Developer submitted the Application to the Secretary of State on 15 February 2023.
- (H) To facilitate the Project the parties have agreed to enter into this Deed under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (I) The parties in entering into this Deed do so to create planning obligations pursuant to section 106 of the 1990 Act in respect of the Owner's and the Developer's respective interest(s) in the Site and the Owner and the Developer agree to be bound by and to

observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.

OPERATIVE PART

NOW THIS DEED WITNESSED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following terms and expressions shall have the following meaning:

- | | |
|-------------------------------|--|
| "1972 Act" | means the Local Government Act 1972 (as amended); |
| "1990 Act" | means the Town and Country Planning Act 1990 (as amended); |
| "2008 Act" | means the Planning Act 2008 (as amended); |
| "2011 Act" | means the Localism Act 2011; |
| "Application" | means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 15 February 2023 and allocated reference number EN010123; |
| "Book of Reference" | has the same meaning as in Article 2 of the Development Consent Order; |
| "Commence" | has the same meaning as in Article 2 of the Development Consent Order and the words " Commencement " and " Commenced " and cognate expressions are to be construed accordingly; |
| "Date of Decommissioning" | means the date on which the Developer commences the decommissioning of the Project in accordance with the Decommissioning and Restoration Plan approved under Requirement 18 of the Development Consent Order; |
| "Date of Final Commissioning" | has the same meaning as in Article 2 of the Development Consent Order, as notified to the Local Authorities pursuant to Requirement 3 of the Development Consent Order; |
| "Development Consent Order" | means the development consent order statutory instrument made by the Secretary of State pursuant to the Application; |
| "Ecology Purpose" | means hedgerow planting, gapping up of existing hedgerows, or another improvement to connectivity for |

	biodiversity between natural habitats in the Borough of Boston;
"First Ecology Contribution"	means an ecology and planting contribution up to a maximum value of £10,000 (in aggregate) payable by the Developer in line with Schedule 3 Part A for the Ecology Purpose;
"Final Phase"	means the final phase of the Project as notified to the Local Authorities pursuant to Requirement 3 of the Development Consent Order;
"Index"	means the Retail Prices Index;
"Index Linked"	means such increase to any sum or sums payable under this Deed on an annual basis or pro rata per diem from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;
"Interest Rate"	means 4% above the base lending rate of the Bank of England from time to time;
"Lease"	means the lease to be granted to the Developer in accordance with the Option for Lease or any other lease arrangement entered into with any third party in respect of the Project;
"Local Authorities"	means NKDC, BBC, and LCC (and their successors in function);
"National Grid Extension Works"	means Work No. 6B as defined in Schedule 1 of the Development Consent Order;
Option for Lease	means the option for lease dated 7 June 2022 granted by the Owner to the Developer;
"Plan 1"	means the plan annexed to this Deed at Schedule 1 and marked Section 106 Plan identifying the Site;
"Project"	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order which is to be located on the Site;
"Relevant Landowners"	means those landowners identified in the Book of Reference in the Borough of Boston who are hosting the underground grid connection cable for the Project on their land;

"Secretary of State"	means the Secretary of State for the Department for Energy Security and Net Zero (or such other Secretary of State that has the responsibility for determining projects relating to energy development and/or the Application);
"Second Ecology Contribution"	has the meaning given to it in paragraph 2 of Part A of Schedule 3;
"Skills and Education Contribution"	means the sum of £50,000.00 per annum (subject to Schedule 2, paragraph 2 and 3) to be used/expended by the Developer in line with Schedule 2 Part A to be used for the Skills and Education Contribution Purpose;
"Skills and Education Contribution Purpose"	means increasing employment, education and skills opportunities in the local area (primarily within North Kesteven District and the Borough of Boston but to include neighbouring authority areas where necessary) for individuals in the renewable energy, sustainable farming/agricultural diversification, ecology and sustainable development sector (primarily with the purpose of reducing carbon emissions in line with the key values of the Developer (or its parent company) relating to food, energy, and transport carbon emissions), and which may include the provision of training and apprenticeships and education bursary payments;
"Statutory Undertaker"	means any company, corporation, board, or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking;
"the Site"	means the area of land which is shown edged red on Plan 1 and more particularly described in Schedule 1;
"a Working Day"	means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory Bank or public holidays or holiday agreed by either party for all employees of that party.

- 1.2. Where in this Deed reference is made to any clause paragraph Schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph Schedule recital or plan in this Deed.
- 1.3. Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.
- 1.4. References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Local Authorities shall include the successors to their respective statutory functions.
- 1.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6. 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.
- 1.7. 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 against each individually unless there is an express provision otherwise.
- 1.8. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.
- 1.9. "notify" and "notification" mean the transmission of written information by means of letter or facsimile from one party to another **PROVIDED THAT** if the said transmission is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the transmission is received after 10.00am the aforesaid time period shall commence from the following Working Day.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to Section 106 of the 1990 Act, Sections 111 of the 1972 Act, and Section 1 of the 2011 Act.
- 2.2. The covenants restrictions and requirements imposed upon the Owner and the Developer under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Local Authorities.

3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Development Consent Order AND the Commencement of Development **SAVE FOR** the provisions of clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

- 4.1. The parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2. This Deed shall be registrable as a land charge by NKDC and BBC as local planning authorities.
- 4.3. The covenants given in this Deed shall cease to have effect if the Development Consent Order:
- 4.3.1. is quashed revoked superseded or otherwise withdrawn at any time; or
 - 4.3.2. expires prior to the Commencement of Development; or
 - 4.3.3. is modified by any statutory procedure without the consent of the Developer prior to the Commencement of Development.
- 4.4. Following the performance and satisfaction of all of the obligations contained in this Deed NKDC and BBC shall effect the cancellation of all relevant entries made in the Register of Local Land Charges in respect of this Deed at no cost to the Developer or the Owner.
- 4.5. No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all of its interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6. The Developer agrees to give the Local Authorities written notice of any change in ownership of its or the Owner's interest in the entire Site occurring before all the obligations under this Deed have been discharged within 10 Working Days of the change occurring.
- 4.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Development Consent Order) granted (whether or not on appeal) after the date of this Deed.
- 4.8. Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Local Authorities in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes byelaws

and regulations may be as fully and effectually exercised as if the Local Authorities were not a party to this Deed.

- 4.9. If any severable provision of this Deed 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.
- 4.10. Where the agreement approval consent or expression of satisfaction is required by the Developer from the Local Authorities under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11. Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.12. The obligations in this Deed shall not be enforceable against a Statutory Undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that Statutory Undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13. The obligations of this Deed shall not be enforceable against the Owner (save for the event in which the Owner takes possession of any part of the Site from the Developer, in which case the Owner shall be liable for the terms of this Deed).
- 4.14. If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made save that, for the avoidance of doubt, in the event that paragraph 5 of Schedule 2 is relevant and there is disagreement as to the proposed beneficiary of the Skills and Education Contribution then no interest shall be payable unless and until a beneficiary is jointly agreed between the Local Authorities and the Developer.

5 **OWNER'S AND DEVELOPER'S COVENANTS**

- 5.1 The Owner and the Developer covenant with the Local Authorities so as to bind the land into whosoever hands the same may fall:-
- 5.1.1 to comply with its obligations as set out in Schedules 2 and 3;
- 5.1.2 to pay to the Local Authorities on completion of this Deed their reasonable legal costs of negotiating and completing this Deed.
- 5.2 In the event that:
- 5.2.1 any person other than the Developer is appointed as an "undertaker" (as defined in the Development Consent Order) for the purposes of the Site under

the Development Consent Order (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc); or
5.2.2 powers of the "undertaker" under the Development Consent Order are devolved to any other person in relation to the Site (excluding those parts of the Project that will be constructed and operated by National Grid Electricity Transmission plc)

and the provisions of this Deed are not otherwise made directly enforceable against any such person (the "Transferee"), then the Developer will without delay require the Transferee to enter into a deed in favour of the Local Authorities that the Transferee shall observe and perform such of the covenants and obligations on the Developer under this Deed as relate to the exercise of the powers which have been transferred as though the Transferee had been an original party to this Deed and for the avoidance of doubt this requirement shall apply to the provisions of Schedules 2 and 3 of this Deed.

6 THE LOCAL AUTHORITIES' COVENANTS

6.1 The Local Authorities covenant with the Owner and the Developer to comply with their obligations as set out in Part B of Schedules 2 and 3.

7 DEVELOPER'S INTEREST AND INDEMNITY TO OWNER

7.1 The Developer shall not incur any liability for any breach of the obligations contained in this Deed save for the obligation contained in clause 5.1.2 unless and until it completes the Lease and is in possession of the Site.

7.2 In the event the Developer completes the Lease the Developer undertakes to indemnify and keep indemnified the Owner and its successors in title against all liabilities losses claims costs damages expenses or proceedings judgements penalties fines obligations liens incurred or howsoever arising from the Owner entering into this Deed.

8 JURISDICTION

This Deed shall be governed by and interpreted in accordance with the law of England.

9 WAIVER

No waiver (whether expressed or implied) by the Local Authorities the Owner or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Local Authorities the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.

10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.

10.1.3 The person to be appointed pursuant to clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Project.

10.1.4 Reference to the expert shall be on terms that determination shall take place within 20 Working Days of the expert accepting his instructions (or such other period as agreed by the parties).

10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.

10.1.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision.

10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11 **EXECUTION AND DELIVERY**

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

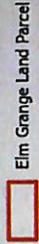
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

SCHEDULE 1

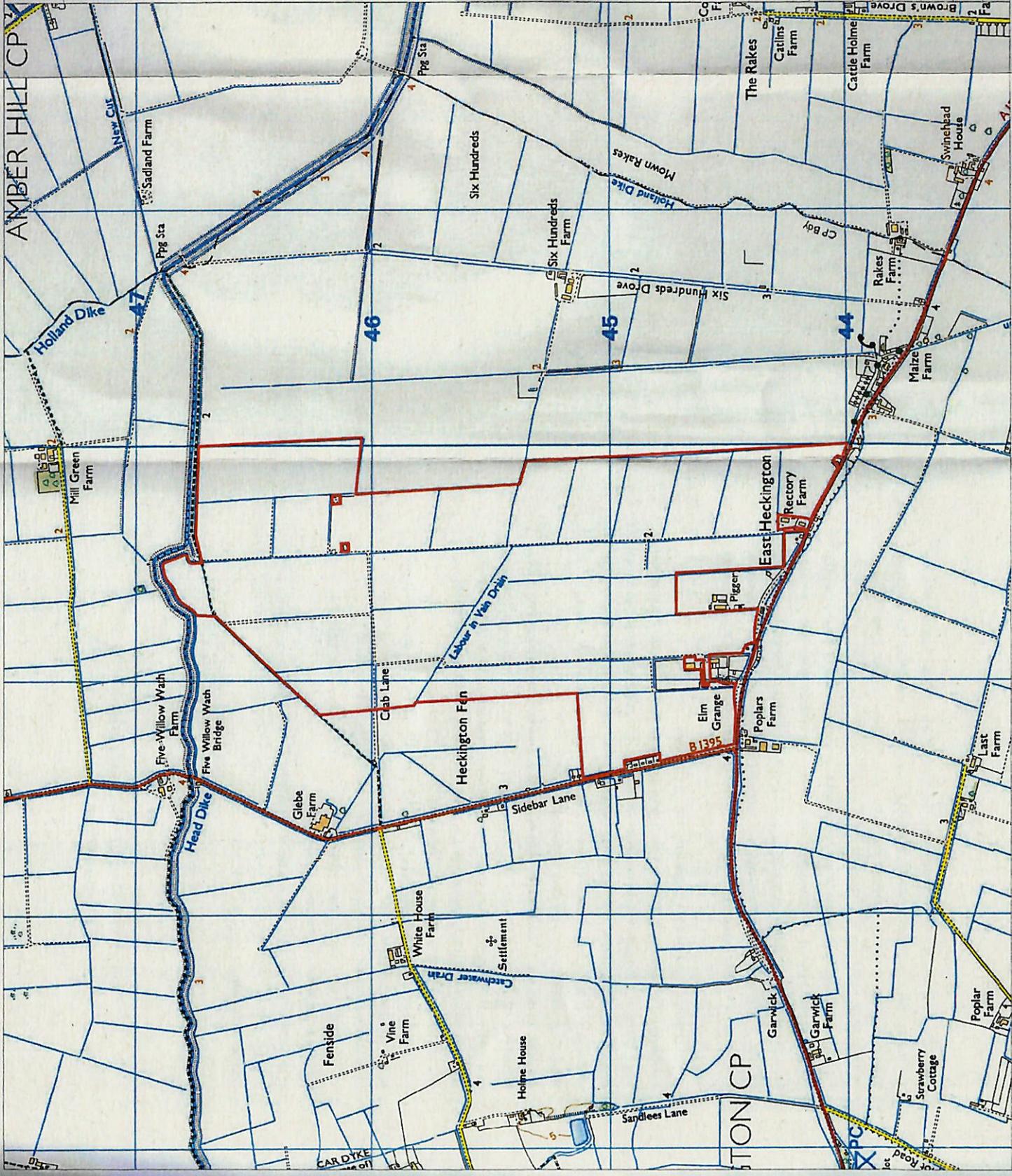
DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

Land at Elm Grange, north of the A17, east of the B1395 and west of Six Hundreds Drove with title number: LL139549 as shown edged red on Plan 1.

Legend



Elm Grange Land Parcel
incorporating Land Registry Title LL139549



No. in Scale
Book

Title: Section 106 Plan



Drawn By	MW	RS	LW
Checked By			
Approved By			

Ref: 6945_T0128_02 Date: September 2024

Heckington Fen Solar Park

SCHEDULE 2
SKILLS AND EDUCATION CONTRIBUTION

PART A – DEVELOPER

1. The Developer covenants with the Local Authorities to:
 - 1.1. from the date of Commencement, arrange and chair an annual meeting with the Local Authorities to discuss the Skills and Education Contribution Purpose with regards to the use of the Skills and Education Contribution;
 - 1.2. have regard to reasonable representations and suggestions from the Local Authorities as to potential beneficiaries for the Skills and Education Contribution;
 - 1.3. within 20 Working Days of the annual meeting, submit to the Local Authorities for approval details of the proposed Skills and Education Contribution beneficiary for the forthcoming year(s) (the "**Beneficiary Notice**");
 - 1.4. following approval of the beneficiary by the Local Authorities pursuant to paragraph 4.3 or 4.4 below, to use/expend the Skills and Education Contribution as agreed pursuant to paragraphs 1.1 and 1.2 of this Part A above and in accordance with the triggers set out within paragraph 2 below and provide evidence of the same to the Local Authorities within 20 Working Days of the date of payment;
 - 1.5. in the event of default, disagreement on the proposed beneficiary, or failure to use/expend by the trigger date within paragraph 2 below, hold the money for the Skills and Education Contribution Purpose and engage with the Local Authorities to jointly decide on an appropriate beneficiary to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

2. The Developer covenants with the Local Authorities to use/expend the Skills and Education Contribution in accordance with paragraph 1 of this Part A above and provide evidence of the same to the Local Authorities within 20 Working Days of the date of payment:
 - 2.1. £50,000 (Index Linked) payable in accordance with the agreed Skills and Education Contribution Purpose on or before the Date of Final Commissioning of the Final Phase of the Project; and
 - 2.2. £50,000 (Index Linked) payable on each anniversary of the Date of Final Commissioning of the Final Phase of the Project for the 40 year operational lifetime of the Project until the Date of Decommissioning in accordance with the agreed Skills and

Education Contribution Purpose, subject always to paragraph 3 below and to the maximum number of instalments not exceeding 40 in aggregate.

3. In the event that the Project is decommissioned prior to the 40 year operational lifetime, no payment is due under paragraph 2.2 following the Date of Decommissioning.

PART B – LOCAL AUTHORITIES

4. The Local Authorities covenant to:
 - 4.1. attend the annual meeting arranged by the Developer (further to paragraph 1.1 above) to discuss potential beneficiaries for the Skills and Education Contribution;
 - 4.2. act reasonably in discussing and suggesting potential beneficiaries for the Skills and Education Contribution for the forthcoming year(s);
 - 4.3. not unreasonably withhold or delay consent/approval of the beneficiary for the Skills and Education Contribution and, in any event, respond to the Developer (as relevant) with a decision within 20 Working Days of the Beneficiary Notice under paragraph 1.3 above; and
 - 4.4. in the event that the Developer fails to use/expend the Skills and Education Contribution by the trigger date within paragraph 2 of Part A above (and the Developer has confirmed as such to the Local Authorities) or in the event of disagreement as to the proposed beneficiary following receipt of the Beneficiary Notice, to hold meetings with representatives from each of NKDC, LCC, BBC, and the Developer (as relevant) to jointly elect a beneficiary to receive the Skills and Education Contribution for the calendar year(s) in which the payment was missed.

5. In the absence of agreement as to the beneficiary (or beneficiaries) for the Skills and Education Contribution, the Local Authorities acknowledge that there shall be no payment made and that the Developer is to hold the Skills and Education Contribution for the Skills and Education Contribution Purpose until a beneficiary can be jointly agreed between the Local Authorities and Developer.

SCHEDULE 3
ECOLOGY AND PLANTING CONTRIBUTION

PART A – OWNER AND DEVELOPER

1. The Developer covenants with the Local Authorities to:
 - 1.1. from the date of Commencement of the phase that includes the National Grid Extension Works, offer Relevant Landowners the First Ecology Contribution; and
 - 1.2. following acceptance by Relevant Landowners to implement measures to contribute to the Ecology Purpose (pursuant to the offer under paragraph 1.1), provide evidence to BBC to confirm payment and/or relevant expenditure for the First Ecology Contribution.

2. In the event that agreement cannot be secured with Relevant Landowners for delivery of the entirety of the First Ecology Contribution under paragraph 1 above, prior to the Date of Final Commissioning of the Final Phase of the Project, the Developer covenants to:
 - 2.1. implement an alternative scheme (to be funded by the Developer up to the cost of £10,000 (subject to paragraph 4 below)) to meet the Ecology Purpose and submit details of the scheme in writing to BBC; or
 - 2.2. provide a contribution of £10,000 (subject to paragraph 4 below) to BBC for the Ecology Purpose
("the **Second Ecology Contribution**").

3. In respect of the First Ecology Contribution:
 - 3.1. the First Ecology Contribution may be split into a number of separate and distinct instalments payable to (or expended on behalf of) different Relevant Landowners or the First Ecology Contribution may be paid (or expended) in its entirety to one Relevant Landowner, subject always to the total amount payable pursuant to paragraph 1 not exceeding £10,000; and
 - 3.2. neither the Owner nor the Developer shall be required to continue offering the First Ecology Contribution to other Relevant Landowners following a contractual commitment from a/the Relevant Landowner(s) to deliver the First Ecology Contribution in full.

4. In respect of the Second Ecology Contribution:

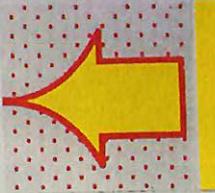
- 4.1. the monetary amount referred to in paragraph 2.1 and 2.2 above is to be reduced by a proportionate amount based on the cost of any agreements reached with the landowners for the First Ecology Contribution; and
- 4.2. if the monetary amount remaining after undertaking the obligations pursuant to paragraph 1 above is nil/zero then the Developer shall not need to proceed with the Second Ecology Contribution.

PART B – LOCAL AUTHORITIES (BBC)

5. In the event that paragraph 2.2 above is triggered and the Developer pays BBC the Second Ecology Contribution, BBC covenants to use the Second Ecology Contribution for the Ecology Purpose and provide evidence of the same to the party that made the payment.
6. In the event that all or any part of the Second Ecology Contribution is unexpended by the end of the period of five (5) years beginning with the date of payment under paragraph 2.2 above, BBC covenants to return such payment to the party who made the payment together with any interest.

THE COMMON SEAL OF)
NORTH KESTIVEN DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory: [Redacted]



THE COMMON SEAL OF)
LINC [Redacted])
was [Redacted])

Authorised Signatory: [Redacted]



No. in Seal
E042677
Book _____

THE COMMON SEAL OF)
BOSTON BOROUGH COUNCIL)
was affixed in the presence of:)

Authorised Signatory: [Redacted]



**EXECUTED AS A DEED by
ECOTRICITY (HECK FEN SOLAR) LIMITED**

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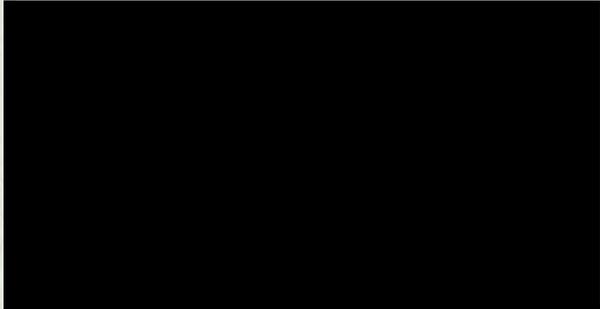


in the presence of:

Director:

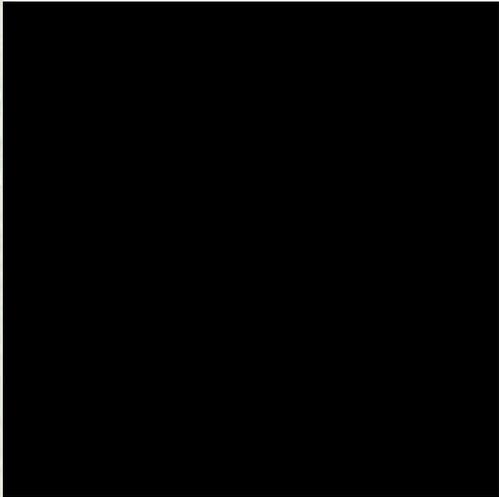
ASIF REHMANIWA

Director/Secretary:



**EXECUTED AS A DEED by
BRAMALL PROPERTIES LIMITED**

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in the presence of:

Director:

Director/Secretary: