

PINS
Planning Inspectorate
QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

Our reference CHSI/51217801/O166750417.4/CHSI

Your reference APP/P3040/W/25/3375110

17 March 2026

Dear PINS

Planning appeal reference APP/P3040/W/25/3375110
Appellant: Exagen Development Limited
Site: Land west of Bradmore Road and North of Wysall Road and land west of Wysall, Nottingham, NG12 5QZ

We are instructed by the Appellant in relation to the preparation of a unilateral deed of obligation ("Deed") pursuant to Section 106 of the Town and Country Planning Act 1990 in support of the above referenced appeal.

A copy of the Deed is appended to this note. We would be grateful if the Deed and this note could be shared with the Inspector. We have summarised the terms of the Deed in order to assist the Inspector in her consideration of its terms.

The defined terms set out in this note are as defined in the Deed.

Background

The Appellant understands that in order for the Development to be acceptable in planning terms, it is necessary to secure skylark habitat mitigation works. The Appellant's agent has previously submitted to you a draft Deed and an explanatory letter dated 6 March 2026 produced by us. Since then, we have received comments from the Inspector and have continued to negotiate the terms of the Deed with the Council and other interested parties.

The Appellant and the Council have agreed that in place of a combination of a pre-commencement condition applied to the Planning Permission and separate obligations in a deed of obligation, that there

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is no need for a pre-commencement planning condition and that all matters concerning skylark habitat mitigation may be dealt with through a deed of obligation, being the Deed appended to this letter. In order to enable this change, the First Owner and the Second Owner (being together the freehold owners of the Site on which the Development is to be carried out), together with the First Developer (being the holder of an option to take a lease of the Site pursuant to the Option Agreements), are now parties to the Deed and the Deed will therefore bind both the Site and the Offsite Skylark Mitigation Land.

The Deed has been agreed by the First Owner, the Second Owner, the Developers and the Council, but the approval by the Third Owner and the Mortgagee is pending as at the date of this letter. The Appellant is hopeful that the Deed will be agreed by the Third Owner before the session on Wednesday 18 March 2026, with only the consent of the Mortgagee to be subsequently obtained.

Parties

The parties to the Deed are (1) Davill Solar Limited ("First Owner"), (2) John A. Wells Limited ("Second Owner"), (3) Timothy Frank Kirk ("Third Owner"), (4) Exagen Old Wood Ltd ("First Developer"), (5) Exagen Wymeswold Ltd ("Second Developer") and (6) HSBC UK Bank Plc ("Mortgagee").

Save for the obligation to pay the Council's costs pursuant to clause 5.1 of the Deed, the Developers will have no liability for the obligations in the Deed unless and until they acquire an interest by way of the Leases (in respect of the Site) and the Offsite Skylark Land Lease (in respect of the Offsite Skylark Mitigation Land) (Clause 9).

The Mortgagee will not be liable for the obligations in the Deed unless and until it becomes a mortgagee in possession of the Offsite Skylark Mitigation Land (Clause 8).

Offsite Skylark Mitigation Land

The Offsite Skylark Mitigation Land is the land outlined in blue on the Plan.

Site

The Site is the land on which the proposed solar farm and co-located battery energy storage system will be constructed pursuant to the Planning Permission.

Statutory powers

The Deed is given pursuant to Section 106 of the Town and Country Planning Act 1990 (Clause 2.1). The Developers believe that the obligations set out in the Deed meet the statutory criteria set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended and may, therefore, constitute a reason for granting planning permission for the Development.

Boilerplate clauses

Clauses 1.2 – 3 and 5 – 10 are standard boilerplate clauses. If the Inspector has any questions in relation to these clauses we would be happy to address them.

We would bring to the Inspector's notice Clause 3.3 which is a "blue pencil" clause enabling her to reduce, vary or vitiate any of the obligations in the Deed if she believes that they are not a material consideration in the granting of the Planning Permission.

Covenants

The covenants given by the Third Owner are set out in Clause 4 of the Deed. In summary these require the Third Owner to implement and comply with the Skylark Mitigation Strategy (as varied from time to time) as it relates to the Offsite Skylark Mitigation Land (ensuring that it includes mitigation works on the land shown hatched orange on the Plan) and not to permit activities on that land that would prevent the

Skylark Mitigation Purpose from being achieved. Further the Third Owner will implement the requirements of and Skylark Monitoring Report insofar as it relates to the Skylark Mitigation Land.

The covenants given in Schedule 1 of the Deed are separated into four parts. In summary:

Part 1 – Development shall not be commenced on the Site, until a Notice of Commencement has been served on the Council and the Third Owner by the First Owner, Second Owner and First Developer (as those are the parties with an interest in the Site and so will have control over commencement) no later than fourteen calendar days prior to commencement.

Part 2 – Development shall not be commenced on the Site until the Skylark Mitigation Strategy has been submitted to the Council by the First Owner, Second Owner and the First Developer (as those are the parties with an interest in the Site and so will have control over commencement) and approved by the Council.

Part 3 – No later than seven calendar days following the completion of the Skylark Mitigation Works, the Third Owner and Second Developer (as those are the parties with an interest in the Offsite Skylark Mitigation Land and will control implementation of the Skylark Mitigation Strategy on that land) must give the Council notice of completion of those works.

Part 4 – The Skylark Mitigation Report shall be submitted to the Council by the Owners and the Developers (being the parties with an interest in both the Site and the Offsite Skylark Mitigation Land). Where it is reasonably necessary for the Skylark Mitigation Works required by the Skylark Mitigation Strategy to be amended in order to achieve the Skylark Mitigation Purpose, the Skylark Monitoring Report must specify the proposed amendments, and shall be implemented as approved by the Council.

The Skylark Monitoring Report shall be submitted at the end of two calendar months following the date specified in the Skylark Mitigation Works Completion Notice, and then the fourth, sixth, eighth and tenth anniversaries of that date, and then every four years thereafter until the Development is decommissioned.

If the Inspector has any questions about the terms of the Deed, I would be glad to address these in writing in advance of the online session scheduled for Wednesday 18 March 2026, or I am happy to discuss the terms of the Deed further at the online session as I will be attending to represent the Appellant.

Yours sincerely

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