

[Application Submission Draft: 15 May 2019]

**DATED** \_\_\_\_\_ **2019**

**(1) NORTH YORKSHIRE COUNTY COUNCIL**

**(2) EGGBOROUGH POWER LIMITED**

---

**DEED**  
pursuant to Section 106 of the Town and Country  
Planning Act 1990  
relating to the  
proposed ash extraction at Gale Common Ash Disposal  
Site, Cobcroft Lane, Knottingley, West Yorkshire

---



Pinsent Masons

**BETWEEN:**

- (1) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Racecourse Lane, Northallerton, DL7 8AD ("**NYCC**"); and
- (2) **EGGBOROUGH POWER LIMITED** (company no 03782700) whose registered office is at Paradigm Building 3175 Century Way, Thorpe Park, Leeds LS15 8ZB ("**EPL**").

**WHEREAS:**

- (A) NYCC is the minerals planning authority for the area in which the Site is situated and is the enforcing authority for the purposes of section 106 of the 1990 Act.
- (B) EPL is the freehold owner of those parts of the Site registered at the Land Registry under title number NYK234230.
- (C) EP UK Investments Limited (company no 09255154) ("**EPUKI**") submitted the Application to NYCC. EPL is a subsidiary company of EPUKI.
- (D) EPL by entering into this Deed does so to create planning obligations in respect of the Site and each part of it in favour of NYCC pursuant to section 106 of the 1990 Act and to be bound by and perform those obligations.

**NOW THIS DEED WITNESSES** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

<b>"1986 Agreement"</b>	means the agreement made pursuant to section 52 of the Town and Country Planning Act 1971 relating to the Site dated 24 April 1986 made between (1) NYCC and (2) the Central Electricity Generating Board;
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"2008 Agreement"</b>	means the agreement made pursuant to section 106 of the 1990 Act relating to the Site dated 9 May 2008 made between (1) EPL and (2) NYCC and which varied the 1986 Agreement;
<b>"30,000 Tonne Exportation Date"</b>	means the date on which Exportation first reaches 30,000 tonnes in any Calendar Year in which that date falls;
<b>"400,000 Tonne Contract Date"</b>	means the date on which commercial supply contracts are entered into which will lead to Exportation of over 400,000 tonnes in any Calendar Year;
<b>"Aftercare Plan"</b>	means the plan to be submitted to and approved by NYCC (or such other plan as may subsequently be submitted to and approved by NYCC) setting out the maintenance and aftercare to be carried out at the Site following completion of the restoration works in the Final Restoration Plan[, and the provisions to be made for public access to the Site];
<b>"AOD"</b>	means above ordnance datum

<b>"Application"</b>	means the planning application for [description of development] submitted to NYCC and given reference number [XX];
<b>"Calendar Year"</b>	means a twelve month period beginning on 1 January and ending on 31 December;
<b>"Commencement of Development"</b>	<p>means the earlier of:</p> <p>(a) the date on which the Development shall commence by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act <b>SAVE THAT</b> for the purposes of this Deed a "material operation" shall not include operations in connection with any work of or associated with [demolition, site clearance, including site preparatory works, environmental investigation, site and soil surveys, and erection of fencing]; or</p> <p>(b) the 30,000 Tonne Exportation Date;</p> <p>and "<b>Commence Development</b>" shall be construed accordingly.</p>
<b>"Development"</b>	means the development of the Site in accordance with the Planning Permission;
<b>"Extraction"</b>	means the process of drawing pulverised fuel ash from its location on the Site for the purposes of Exportation, and " <b>Extract</b> " and " <b>Extracted</b> " shall be construed accordingly;
<b>"Exportation"</b>	means the transportation of pulverised fuel ash from the Site for sale, and " <b>Export</b> " and " <b>Exports</b> " shall be construed accordingly;
<b>"Final Restoration Plan"</b>	means the detailed restoration plan setting out the restoration works for all areas of the Site including a programme for its implementation and which must be in accordance with the Indicative Landscape and Biodiversity Restoration Plan except where Extraction has ceased earlier than is anticipated in the Indicative Landscape and Biodiversity Restoration Plan (or such other plan as may subsequently be submitted to and approved by NYCC);
<b>"Final Restoration Works"</b>	means the completion of the last of the restoration works to restore the Site detailed within the Final Restoration Plan;
<b>"First Interim Restoration Area"</b>	means the area which is part of Stage III of the Site shown indicatively [X] on Plan [4], or such other area as may be agreed in writing by NYCC;
<b>"First Interim Restoration Plan"</b>	means the detailed restoration plan setting out the restoration works for the First Interim Restoration Area including a programme for its implementation which must be in accordance with the Indicative Landscape and Biodiversity Restoration Plan, to be submitted to and approved by NYCC (or such other plan as may subsequently be submitted to and approved by NYCC);
<b>"Gale Common Community Liaison Group"</b>	means a community liaison group to be set up and run in accordance with Schedule 4;

<b>"Highways Agreement"</b>	means an agreement pursuant to section 278 of the Highways Act 1980 or such other sections of that Act as are relevant in the circumstances;
<b>"Indicative Landscape and Biodiversity Restoration Plan"</b>	means the indicative programme of restoration on the Site submitted with the Application and appended to this Deed at Appendix [X];
<b>"Localised Highway Improvement Works"</b>	means localised road widening on Cobcroft Lane and Whitefield Lane and bend improvements at Whitefield Lane to the west of Whitley village in the vicinity of the Site as shown indicatively on Plan 2;
<b>"Plan 1"</b>	means the plan appended to this Deed at Appendix [X] marked "Plan 1" and showing the Site;
<b>"Plan 2"</b>	means the plan appended to this Deed at Appendix [X] labelled [X] and showing the Localised Highway Improvement Works;
<b>"Plan 3"</b>	means the plan appended to this Deed at Appendix [X] labelled [X] and showing the Whitefield Lane Re-Alignment Works;
<b>"Plan 4"</b>	means the plan appended to this Deed at Appendix [X] labelled [X] and showing the First Interim Restoration Area and the Second Interim Restoration Area;
<b>"Planning Permission"</b>	means the planning permission to be granted pursuant to the Application [a draft of which is at Appendix [X] to this Deed];
<b>"Public Access Proposals"</b>	means the proposals for allowing public access to parts of Stage I: <ul style="list-style-type: none"> <li>(a) on weekdays by appointment;</li> <li>(b) on Saturday afternoons; and</li> <li>(c) on Sunday mornings and afternoons,</li> </ul> to be approved by NYCC pursuant to paragraph 2 of Schedule 3;
<b>"Restoration Plans"</b>	means the First Interim Restoration Plan, the Second Interim Restoration Plan and the Final Restoration Plan;
<b>"Second Interim Restoration Area"</b>	means the areas within Stage II and Stage III of the Site shown indicatively [X] on Plan [4], or such other area as may be agreed in writing by NYCC;
<b>"Second Interim Restoration Plan"</b>	means the plan showing detailed restoration plan setting out the restoration works for the Second Interim Restoration Area including a programme for its implementation and which must be in accordance with the Indicative Landscape and Biodiversity Restoration Plan, to be submitted to and approved by NYCC (or such other plan as may subsequently be submitted to and approved by NYCC);
<b>"Site"</b>	means the land at Gale Common Ash Disposal Site, Cobcroft Lane, Knottingley, West Yorkshire as shown on Plan 1;
<b>"Stage I"</b>	means that part of the Site shown [X] <b>[to be linked to Indicative Restoration Plan];</b>

<b>"Stage II"</b>	means that part of the Site shown [X] <b>[to be linked to Indicative Restoration Plan];</b>
<b>"Stage III"</b>	means that part of the Site shown [X] <b>[to be linked to Indicative Restoration Plan];</b>
<b>"Traffic Regulation Order"</b>	means an order to be made by NYCC to permanently reduce the speed limit on parts of Whitefield Lane/Cobcroft Lane from 60mph to 40mph;
<b>"TRO Contribution"</b>	means the sum of £[XX] ([XX] pounds) to be paid to NYCC and applied towards the funding of the Traffic Regulation Order;
<b>"Whitefield Lane Re-Alignment Programme"</b>	means a programme which must identify: <ul style="list-style-type: none"> <li>(a) the likely increases in the Exportation of pulverised fuel ash from the Site;</li> <li>(b) the point at which it is likely that Exportation will be over 400,000 tonnes in a Calendar Year;</li> <li>(c) the proposed date or trigger for submission of full details of the Whitefield Lane Re-Alignment Works to NYCC for approval; and</li> <li>(d) the proposed programme for undertaking the Whitefield Lane Re-Alignment Works.</li> </ul>
<b>"Whitefield Lane Re-Alignment Works"</b>	means the works to realign Whitefield Lane with a new priority T junction at the A19, a new right turn ghost island on the A19, and a new priority junction from Whitefield Lane for residential property access, as shown indicatively on Plan <b>[3]</b> ;
<b>"Working Day"</b>	means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to NYCC include the successors to its statutory function as mineral planning authority;
- 1.2.4 references to EPL include references to the successors in title to its interest in the Site and persons deriving title from it (except where the contrary is expressly provided);
- 1.2.5 references to clauses, paragraphs and schedules are unless otherwise stated references to the relevant clauses and paragraphs of and schedules to this Deed;
- 1.2.6 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;

- 1.2.7 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.8 if any 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, impaired or called into question;
- 1.2.9 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.10 references to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties;
- 1.2.11 references to "notice" shall mean notice in writing;
- 1.2.12 references to "including" shall mean including without limitation; and
- 1.2.13 the Interpretation Act 1978 shall apply to this Deed.

## 2. **LEGAL EFFECT**

2.1 This Deed is made under:-

2.1.1 section 106 of the 1990 Act; and

2.1.2 section 111 of the Local Government Act 1972 and section 1 of the 2011 Act,

and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

2.2 The obligations, covenants and undertakings on the part of the EPL in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and so bind EPL's interest in the Site.

2.3 Insofar as any obligations, covenants and undertakings in Clause 2.2 are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in Clause 2.1.2.

## 3. **CONDITIONALITY**

3.1 The parties agree that:

3.1.1 every clause apart from clause 5 shall have operative effect on the date of this Deed; and

3.1.2 clause 5 shall not have operative effect unless and until:

(a) the grant of the Planning Permission; and

(b) the Commencement of Development (save for any pre-Commencement obligations).

3.2 Where the Planning Permission becomes the subject of any judicial review proceedings:

3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Development has been Commenced; and

3.2.2 if following the final determination of such proceedings the Planning Permission is capable of being Commenced, then this Deed will take effect in accordance with its terms.

3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provision applies.

3.4 Proceedings by way of judicial review are finally determined:

3.4.1 when permission to bring a claim for judicial review has been refused and no further application may be made;

3.4.2 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

3.4.3 when any appeal is finally determined and no further appeal may be made.

#### 4. **PREVIOUS AGREEMENTS**

4.1 The parties hereby agree that from the Commencement of Development the 1986 Agreement and the 2008 Agreement shall cease to be in force, shall no longer have effect and shall not be enforceable against EPL.

4.2 The parties agree that the obligations in this Deed shall replace in their entirety those contained in the 1986 Agreement and the 2008 Agreement.

#### 5. **PLANNING OBLIGATIONS**

From the date ascertained pursuant to Clause 3 above, EPL hereby covenants with the Council that the Site shall permanently be subject to the restrictions and provisions regulating the Development and use thereof specified in Schedules 1 to 4 of this Deed.

#### 6. **NYCC'S OBLIGATIONS**

NYCC hereby covenants with EPL to comply with its obligations in this Deed, including those obligations set out in the Schedules.

#### 7. **LOCAL LAND CHARGE**

This Deed shall be registered by NYCC as a local land charge in the register of local land charges.

#### 8. **RELEASE**

EPL and its successors in title and those deriving title from it shall, upon disposing of their respective interests in the Site, be released from all obligations in this Deed in relation to that interest but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

#### 9. **FURTHER PLANNING PERMISSIONS**

Nothing in this Deed shall be construed as prohibiting or limiting the rights of EPL to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, development consent order or other statutory authority granted either before or after the date of this Deed, other than the Planning Permission.

#### 10. **EXPIRY**

If the Planning Permission expires or is revoked prior to Commencement then this Deed shall immediately terminate and cease to have effect and NYCC shall cancel all entries made in their register of local land charges in respect of this Deed.

11. **CERTIFICATES OF COMPLIANCE**

NYCC shall upon written request certify compliance with the planning obligations in this Deed.

12. **NOTICES**

12.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.

12.2 Any such notice must be delivered by hand or by pre-paid Special Delivery post and shall conclusively be deemed to have been received:

12.2.1 if delivered by hand, on the next Working Day after the day of delivery; and

12.2.2 if sent by Special Delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

12.3 The address for service of any such notice, consent or approval as aforesaid shall:

12.3.1 in the case of service upon NYCC to its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [XX]; and

12.3.2 in the case of service upon EPL to its address given above or such other address for service as shall have been previously notified in writing to the other parties and any such notice shall be marked for the attention of [XX].

13. **APPROVALS**

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

14. **COUNCIL'S POWERS**

Nothing in this Deed shall fetter the statutory rights, powers or duties of NYCC.

15. **GOOD FAITH**

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

16. **RIGHTS OF THIRD PARTIES**

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

17. **JURISDICTION**

17.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).



18. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

19. **DATE OF DELIVERY**

This Deed is delivered on the date of this Deed.

20. **COSTS**

EPL shall pay on completion of this Deed the reasonable and proper legal fees of NYCC incurred in the negotiation and execution of this Deed in the sum of up to £[XX] ([XX] pounds).

**IN WITNESS** whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the start of this document.

## **SCHEDULE 1**

### **NOTICES AND REPORTING**

#### **1. NOTIFICATION**

EPL covenants with NYCC to notify NYCC of:-

- 1.1 Commencement of Development within 10 (ten) working days of it occurring;
- 1.2 if on a different date to that notified pursuant to paragraph 1.1 above, the 30,000 Tonne Exportation Date within 10 (ten) working days of it occurring;
- 1.3 the 400,000 Tonne Contract Date within 10 (ten) working days of it occurring;
- 1.4 completion of Extraction in Stage III; and
- 1.5 Extraction in Stage II reaching 34 metres AOD.

#### **2. INFORMATION TO BE PROVIDED TO NYCC ON REQUEST**

- 2.1 NYCC may ask EPL to provide details of:

- 2.1.1 the contracts at that time in place for the supply of pulverised fuel ash; and

- 2.1.2 the Exportation tonnage per annum at that time,

and EPL must promptly provide the information requested, PROVIDED THAT NYCC may not make a request pursuant to this paragraph 2 more often than once every six months.

- 2.2 Nothing in this Agreement requires EPL to provide information which is commercially confidential, or which would put it in breach of any law or contractual obligation.

## SCHEDULE 2

### HIGHWAYS

#### 1. LOCALISED HIGHWAY IMPROVEMENT WORKS

EPL covenants with NYCC:

- 1.1 to submit full details of the Localised Highway Improvement Works to NYCC within 1 (one) month of Commencement of Development;
- 1.2 to work with NYCC with the aim that the detailed plans for the Localised Highway Improvement Works submitted pursuant to paragraph 1.1 are capable of approval by NYCC, including through the submission of revised plans and details as may reasonably be required by NYCC;
- 1.3 following approval of the plans of the Localised Highway Improvement Works by NYCC, to enter into a Highways Agreement with NYCC that provides for the carrying out of the Localised Highway Improvement Works; and
- 1.4 to implement the Localised Highway Improvement Works in accordance with the timescales set out in such Highways Agreement.

#### 2. WHITEFIELD LANE RE-ALIGNMENT WORKS

EPL covenants with NYCC:

- 2.1 to submit the Whitefield Lane Re-Alignment Programme to NYCC within 1 (one) month of the 400,000 Tonne Contract Date;
- 2.2 to comply with the terms of the approved Whitefield Lane Re-Alignment Programme;
- 2.3 to work with NYCC with the aim that the detailed plans for the Whitefield Lane Re-Alignment Works are capable of approval by NYCC, including through the submission of revised plans and details as may reasonably be required by NYCC;
- 2.4 to include as part of the construction details relating to the Whitefield Lane Re-Alignment Works the proposed measures to mitigate noise effects on residential properties in the vicinity of the works;
- 2.5 following approval of the plans of the Whitefield Lane Re-Alignment Works by NYCC, to enter into a Highways Agreement for the Whitefield Lane Re-Alignment Works; and
- 2.6 to implement the Whitefield Lane Re-Alignment Works in accordance with the timescales set out in such Highways Agreement.

#### 3. TRO CONTRIBUTION

EPL covenants with NYCC:

- 3.1 To pay the TRO Contribution within 1 (one) month of Commencement of Development.

## SCHEDULE 3

### RESTORATION AND AFTERCARE

#### 1. STAGE I INTERIM MANAGEMENT

EPL covenants with NYCC to continue to maintain the Stage I area of the Site in accordance with the relevant part of the Indicative Landscape and Biodiversity Restoration Plan at all times until alternative provisions are approved pursuant to paragraph 6 of this Schedule.

#### 2. STAGE I PUBLIC ACCESS

EPL covenants with NYCC to:

- 2.1 submit the Public Access Proposals to NYCC within 3 (three) months of Commencement of Development;
- 2.2 implement the approved Public Access Proposals in accordance with their terms and within one year of their approval by NYCC; and
- 2.3 allow public access in accordance with the approved Public Access Proposals from their completion and during all times when Extraction is taking place, unless otherwise approved in writing by NYCC.

#### 3. FIRST INTERIM RESTORATION PLAN

EPL covenants with NYCC to:

- 3.1 submit the First Interim Restoration Plan to NYCC for written approval within 3 (three) months of the completion of Extraction in Stage III; and
- 3.2 implement the First Interim Restoration Plan as approved by NYCC and in accordance with the programme it contains.

#### 4. SECOND INTERIM RESTORATION PLAN

EPL covenants with NYCC:

- 4.1 to submit the Second Interim Restoration Plan to NYCC for written approval prior to any Extraction in Stage II below 34 metres AOD; and
- 4.2 to implement the Second Interim Restoration Plan as approved by NYCC and in accordance with the programme it contains.

#### 5. FINAL RESTORATION

EPL covenants with NYCC to:

- 5.1 submit the Final Restoration Plan to NYCC for written approval within 12 (twelve) months of the date on which Extraction at the Site permanently ceases; and
- 5.2 implement the Final Restoration Plan as approved by NYCC and in accordance with the programme it contains.

#### 6. AFTERCARE

EPL covenants with NYCC to:

- 6.1 submit the Aftercare Plan to NYCC for written approval within 12 months of the date on which the Final Restoration Plan is approved by NYCC; and
- 6.2 implement the Aftercare Plan as approved by NYCC and continue to maintain the Site in accordance with the approved Aftercare Plan for a period of 10 (ten) years from completion of the last of the Final Restoration Works.

## SCHEDULE 4

### GALE COMMON COMMUNITY LIAISON GROUP

**1. GALE COMMON COMMUNITY LIAISON GROUP**

EPL covenants with NYCC:

- 1.1 to initiate the Gale Common Community Liaison Group;
- 1.2 at least one month prior to the first meeting of the Gale Common Community Liaison Group to invite representatives of the following to participate in the Gale Common Community Liaison Group:
  - 1.2.1 NYCC;
  - 1.2.2 Selby District Council;
  - 1.2.3 Whitley Parish Council;
  - 1.2.4 Eggborough Parish Council;
  - 1.2.5 Cridling Stubbs Parish Council;
  - 1.2.6 Womersley Parish Council; and
  - 1.2.7 the Environment Agency;
- 1.3 to hold quarterly meetings of the Gale Common Community Liaison Group from Commencement of Development and throughout the period when Extraction is taking place at the Site, or at such other intervals or frequency as NYCC may approve;

**2. GALE COMMON COMMUNITY LIAISON GROUP CEASING TO FUNCTION OR EXIST**

- 2.1 EPL is not obliged to continue to hold meetings of the Gale Common Community Liaison Group where those invited to attend:
  - 2.1.1 do not do so; or
  - 2.1.2 stop attending,subject to EPL being under an obligation to re-start the Gale Common Community Liaison Group meetings where it receives a request to do so from at least two of the parties listed in paragraph 1.2.
- 2.2 Nothing in this Agreement shall restrict EPL from undertaking an action pursuant to this Agreement or the Planning Permission where the Gale Common Community Liaison Group has ceased to function effectively or has ceased to exist.

## SCHEDULE 5

### NYCC's COVENANTS

**1. NYCC's COVENANTS**

NYCC covenants with EPL:-

- 1.1 to work with EPL in relation to highways matters submitted for approval pursuant to Schedule 2 with the aim that the detailed plans are capable of approval by NYCC;
- 1.2 to enter into a Highways Agreement with EPL in relation to each of the Localised Highway Widening Works and the Whitefield Lane Re-alignment Works;
- 1.3 to issue a receipt for any sum paid to NYCC under this Deed;
- 1.4 to place the TRO Contribution in an interest bearing account;
- 1.5 not to apply the TRO Contribution for any purpose other than for the purposes set out in this Deed; and
- 1.6 that in the event the TRO Contribution or any part or parts thereof are not expended within 5 (five) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the person that paid the sum (or its nominee).

The common seal of **NORTH YORKSHIRE** )  
**COUNTY COUNCIL** was hereunto affixed in the )  
presence of: )

Authorised signatory

**EXECUTED** as a **DEED** by **EGGBOROUGH** )  
**POWER LIMITED** )

acting by:

Director's signature:

Witness signature:

Witness name:

Witness occupation:

Witness address:



**APPENDICES**

**INDICATIVE LANDSCAPE AND BIODIVERSITY RESTORATION PLAN**

**PLAN 1**

**PLAN 2**

**PLAN 3**

**PLAN 4**

**DRAFT PLANNING PERMISSION**