D: CC6928E5-0B47-4B1E-AB06-12E0933D8834

DATED 6th June 2023

(1) SOUTH HOLLAND DISTRICT COUNCIL

(2) SPALDING ENERGY PARK LIMITED

(3) SPALDING ENERGY COMPANY, LTD.

PLANNING OBLIGATION BY DEED OF AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 relating to land at Spalding Power Station, West Marsh Road, Spalding PE11 2BB

Pinsent Masons

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THIS DEED is made on 6th June . 2023

BETWEEN:-

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE (the "**Council**");

(2) **SPALDING ENERGY PARK LIMITED** (Company No.11217625) whose registered office is at 30 Crown Place, Earl Street, London, EC2A 4ES (the "**First Owner**"); and

(3) **SPALDING ENERGY COMPANY, LTD.** (Company No. FC019668 (registered in the Cayman Islands)) whose registered office is at C/O Maples And Calder, Attorneys-At-Law Ugland House, PO BOX 309 George Town, Cayman Islands B.W.Indies, Cayman Islands; with UK Branch number: BR003663 and whose UK branch office is at British Sugar Buildings, West March Road, Spalding PE11 2BG (the "**Second Owner**")

together the First Owner and Second Owner shall be herein collectively referred to as the "**Owners**"

INTRODUCTION

(A) The Council is the local planning authority for the area in which the Site is situated.

(B) The First Owner is the proprietor of the freehold interest in the Site registered at Land Registry under the Title Numbers LL328836 and LL380882.

(C) The Second Owner is the proprietor of the freehold interest in the Site registered at Land Registry under the Title Number LL211047.

(D) The First Owner has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, having regard to the provisions of the development plan and the planning considerations affecting the Site.

(E) The Council resolved on 7 September 2022 to approve the Application and grant Planning Permission subject to conditions and the prior completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development.

(F) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council.

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. **DEFINITIONS**

1.1 For the purposes of this Deed the following expressions shall have the following meanings (and further definitions are contained in Schedule 1):

"Act"	means the Town and Country Planning Act 1990, as amended
"Application"	means the application for full planning permission submitted to the Council for the Development and allocated reference number H16-1327-21

"Commencement of Development"	means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (including vegetation), demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, construction of temporary accesses or temporary works, erection of hoardings and fencing and other site security measures during construction including the provision of site compounds, and "Commence Development" shall be construed accordingly
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Deed"	means this deed
"Development"	means "Construction and operation of an unmanned Battery Energy Storage System ('BESS') with a power capacity of up to 550 megawatt ('MW') with associated works including control and protection systems, power conversion systems (and associated transformers), temperature regulation systems, a main step-up transformer(s) and switchgear, welfare facilities, electrical cabling and electrical connection, and other associated works" as set out in the Application
"Expert"	means an independent person appointed in accordance with Clause 7
"Index"	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the Parties
"Interest"	means interest at the base rate of Lloyds Bank plc plus 4%
"Interest Bearing Account"	means an account with a major clearing bank that attracts a rate of interest and has terms which would be acceptable to a reasonably prudent local authority
"Mortgagee"	means a mortgagee or chargee (or any receiver (including any administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) of the whole or any part of the Site
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupier" shall be construed accordingly
"Parties"	means together the Council and the Owners

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"Plan 1"	means the plan marked Plan 1 at Appendix 1
"Planning Permission"	means the full planning permission to be granted by the Council pursuant to the Application substantially in the form of draft of which is contained in Appendix 2
"Site"	means the land known as Spalding Power Station, West Marsh Road, Spalding PE11 2BB which is the subject of the Application against which this Deed may be enforced as shown for identification purposes only edged red on Plan 1
"Subsequent Permission"	means any planning permission granted pursuant to an application under section 73 of the Act relating to the Planning Permission ("a Subsequent Permission") and any planning permission granted pursuant to an application under section 73 relating to a Subsequent Permission
"Working Day"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory bank holiday and "**Working Days**" shall be construed accordingly

2. CONSTRUCTION OF THIS DEED

2.1 Unless otherwise indicated references to Clauses and Schedules are to Clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 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.

2.4 Wherever there is more than one person named as a party and wherever 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.

2.5 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.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.

2.7 Any covenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.8 References to the Site include any part of it.

2.9 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise.

2.10 The headings are for reference only and shall not affect construction.

2.11 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the Council.

3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners (but for the avoidance of doubt, not against any chargee unless and until any chargee becomes the owner of the Site) and to the extent that any of the obligations are not planning obligations within the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

4. **CONDITIONALITY**

4.1 This Deed is conditional upon and will not take effect until the Planning Permission has been granted and Development Commenced.

4.2 This Clause and Clauses 1, 2, 3, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18 and 19 come into effect on the date of this Deed.

5. **THE OWNERS' COVENANTS**

5.1 The Owners covenant with the Council that it will comply with the Owners' covenants as set out in Schedule 1.

6. **THE COUNCIL'S COVENANTS**

The Council covenants with the Owners that it will comply with the Council's covenants as set out in Schedule 1 and Schedule 2.

7. **DISPUTE RESOLUTION**

7.1 If a dispute between the Parties persists beyond 25 Working Days and relates to any covenant or obligation contained in this Deed (excluding any matter of law), the dispute may be referred to an Expert by any Party pursuant to Clause 7.2 below.

7.2 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by an Expert as follows.

7.2.1 the Expert shall be a person of at least 10 years standing in the area of expertise relevant to the dispute and for the avoidance of doubt where the dispute relates to the provisions of Schedule 1 the Expert may include a surveyor or other person qualified in the discipline of civil engineering and/or ecology depending on the nature of the dispute;

7.2.2 the Expert shall be appointed jointly by the Parties;

7.2.3 in default of the Parties' agreement as to the Expert within 10 (ten) Working Days after any party has given to the other a written request requiring the appointment of an Expert, either Party may request:

(a) if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

(b) if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;

Government

(c) in all other cases, the President of the Law Society to nominate the Expert.

7.2.4 the fees and the costs of the Expert including the cost of his nomination shall be borne equally by the Parties who shall bear their own costs as to the submissions and determination of the dispute or difference by the Expert; and

7.2.5 the Expert's decision shall be final and binding on the Parties except where there is a manifest error.

7.3 The Expert so appointed must:

7.3.1 act as an Expert and not as an arbitrator;

7.3.2 afford the Parties the opportunity within 10 Working Days to make representations to him and submit any supporting material;

7.3.3 inform each party of the representations of the other within 5 Working Days from the deadline for submissions, in accordance with 7.3.2;

7.3.4 afford each party the opportunity within 5 Working Days from the date of 7.3.3 to make submissions to him on the representations of the other; and

7.3.5 notify the Parties of his decision with reasons as quickly as practicable but in any case no later than 28 Working Days from the expiry of the deadline under 7.3.4, unless written consent for extension of time has been provided by all Parties.

7.4 The Expert's decision will be given in writing with reasons.

8. **THE COUNCIL'S COSTS**

8.1 The Owners shall pay to the Council on or before the date of this Deed:

(a) the Council's reasonable legal costs together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

(b) the sum of £3,500 as a contribution towards the Council's costs in monitoring the implementation of this Deed

9. **MISCELLANEOUS**

9.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.

9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9.3 This Deed shall be registered as a local land charge by the Council immediately after the date of this Deed.

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, approval, consent or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be served in accordance with Clause 12.

9.5 Insofar as any Clause or Clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

9.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.8 This Deed shall not be enforceable against:-

9.8.1 any Mortgagee save if it becomes a mortgagee in possession of the Site or part thereof to which the obligation relates and only to the extent that there is a breach committed or continuing at a time when the Mortgagee is in possession and in which case it too will be bound by the planning obligations as if it were a person deriving title from the Owners;

9.8.2 any statutory undertaker or service company who acquires an interest in the Site for the purposes of its undertaking; nor

9.8.3 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant,

nor against those deriving title from them.

9.9 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 Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9.10 Representatives of the Council may enter upon the Site at any reasonable time upon reasonable prior written notice to the Owners to ascertain whether the terms of this Deed are being or have been complied with.

10. **WAIVER**

10.1 No waiver (whether expressed or implied) by the Council 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 Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. **CHANGE IN OWNERSHIP**

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. **NOTICES**

12.1 Any notice, demand or other communication to be delivered to a party under this Deed shall be in writing and shall be in the manner and marked for the attention of the person from time to time designated by it to the other Parties to this Deed. The initial details so designated are as follows:-

12.1.1 the Council: H16-1327-21 quoting the reference number of the Application; and

12.1.2 the Owners: to the addresses stated at the beginning of this Deed (or such other address from time to time as shall already have been notified to the Council by Recorded Delivery Post).

12.2 Subject to Clause 12.3 below and unless the date and/or time of actual receipt is proved a notice, demand or other communication sent by the following means is to be treated as having been served as follows:

12.2.1 If delivered by hand at the time of delivery;

12.2.2 If sent by pre-paid first class post on the second working day after posting;

12.2.3 If sent by recorded delivery at the date and time delivery was signed for;

12.2.4 If sent by email, on the day it is sent.

12.3 If a notice, demand or other communication is served after 4:00pm on a working day or on a day that is not a working day it is to be treated as having been served on the next Working Day.

12.4 The Owners shall serve the Commencement Notice upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

13. **INDEXATION**

Unless otherwise indicated in this Deed, all payments and financial contributions to be paid pursuant to this Deed will be increased (and not decreased) by reference to the amount of the quarterly increase in the relevant Index from the date of this Deed until the date payment is due.

14. **INTEREST**

14.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

15. **SECTION 73 VARIATIONS**

15.1 In the event that the Council shall at any time hereafter grant a Subsequent Permission save and in so far as the Deed has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the Application shall (save for the purposes of the definition of Planning Permission in relation to Clauses 4.1, 9.6 and 9.9) be deemed to include any such subsequent planning applications as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

15.2 The above paragraph shall not fetter the absolute discretion of the Council in determining any application under Section 73 of the Act for a Subsequent Permission to require that a new deed or supplemental deed be entered into pursuant to Section 106 and/or Section 106A of the Act if it considers this necessary.

16. **THIRD PARTIES**

This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 except that the application of that Act shall not prevent all or any of the future successors in title or to the statutory functions of any of the Parties to the Deed from being able to benefit from or to enforce any of the obligations in this Deed.

17. **JURISDICTION**

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

18. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be no effect until this Deed has been dated.

19. **COUNTERPARTS**

19.1 This Deed may be executed in any number of counterparts and by the Parties on different counterparts, but is not effective until each has executed and delivered at least one counterpart. Each counterpart when executed and delivered constitutes an original and together have the same effect as if each party had executed the same document.

19.2 No counterpart shall be effective until each Party has confirmed first with the other parties and executed at least one counterpart

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

SCHEDULE 1

OWNERS COVENANTS

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:-

"**Apprentice**"	means an apprentice as defined by the National Apprenticeships Service and residing within the administrative area of South Holland and "**Apprenticeship Opportunity**" shall be construed accordingly
"**Apprenticeship Contribution**"	means a potential financial contribution of £36,337 (thirty six thousand and three hundred and thirty seven pounds) (Indexed) per Apprenticeship Opportunity subject to a maximum total contribution of £73,334 (seventy three thousand and three hundred and thirty four pounds) (Indexed) to be expended by the Council on Apprenticeship Opportunities and SUBJECT TO the provisions of this Schedule 1
"**Apprenticeship Marketing Contribution**"	means a financial contribution of £1,600 (one thousand and six hundred pounds) (Indexed) to be expended by the Council in accordance with the provisions of this Schedule 1
"**Biodiversity Contribution**"	means a potential financial contribution up to a maximum of £13,600 (thirteen thousand and six hundred pounds) (Indexed) to be expended by the Council on the Biodiversity Schemes
"**Biodiversity Schemes**"	means enhancements to the following local wildlife sites in close proximity to the Site: - Vernatt's Drain and River Welland; - Coronation Channel; - Pinchbeck Marsh; and - Spalding Cemetery, and/or other projects identified and agreed in writing between the Council and the Owners
"**Cycleways and Footpaths Contribution**"	means a financial contribution of £36,800 (thirty six thousand and eight hundred pounds) (Indexed) to be expended by the Council on the Cycleway and Footpath Works and payable in instalments in accordance with the provisions of this Schedule 1
"**Cycleways and Footpaths Works**"	means resurfacing, landscaping, lighting, and other improvements to the cycleways and/or footpaths maintained by the Council and linking the Site with Spalding in accordance with the provisions of this Schedule 1
"**Town Centre Improvements**"	means the ongoing activity to support improvements to and the regeneration of Spalding town centre
"**Town Centre Improvements Contribution**"	means a financial contribution of £62,500 (sixty two thousand and five hundred pounds) (Indexed) to be expended by the Council on the Town Centre Improvements

2. **CYCLEWAYS AND FOOTPATHS**

2.1 The Owners shall pay the Cycleways and Footpaths Contribution to the Council in the following instalments:

2.1.1 £17,600 upon Commencement of Development; and

2.1.2 £9,600 on each of the first and second anniversary of 2.1.1.

2.2 The Council shall apply the Cycleways and Footpaths Contribution towards the Cycleways and Footpaths Works.

3. **APPRENTICESHIPS**

3.1 The Owners shall pay the Apprenticeship Marketing Contribution to the Council prior to Commencement of Development for the Council to apply towards the promotion of Apprenticeship Opportunities in respect of the Development.

3.2 The Council shall apply the Apprenticeship Marketing Contribution towards the promotion of Apprenticeship Opportunities in respect of the Development.

3.3 The Owners shall use Reasonable Endeavours for a period of 18 months from Commencement of Development to employ two Apprentices in respect of the Development.

3.4 In the event that a suitable candidate or candidates for the Apprenticeship Opportunities are unavailable within the period specified in paragraph 3.3 the Owners shall pay the Council the Apprenticeship Contribution (the sum as applicable and per Apprenticeship Opportunity) within 20 Working Days of the end of the period specified in paragraph 3.3.

3.5 In the event that the Apprenticeship Contribution becomes payable in accordance with paragraph 3.4 the Council shall apply the Apprenticeship Contribution towards Apprenticeship Opportunities.

4. **TOWN CENTRE IMPROVEMENTS**

4.1 The Owners shall pay the Town Centre Improvements Contribution to the Council upon Commencement of Development.

4.2 The Council shall apply the Town Centre Improvements Contribution towards the Town Centre Improvements.

5. **BIODIVERSITY**

5.1 The Owners shall pay the Biodiversity Contribution to the Council upon Commencement of Development.

5.2 The Council shall apply the Biodiversity Contribution towards the Biodiversity Schemes which for the avoidance of doubt shall be agreed between the Council and the Owners in writing in advance of the Council applying the Biodiversity Contribution.

SCHEDULE 2

FURTHER COUNCIL COVENANTS

1. The Council covenants with the Owners as follows:-

1.1 To hold all contributions paid by the Owners pursuant to Schedule 1 of this Deed in an Interest Bearing Account prior to expenditure.

1.2 To apply all contributions paid by the Owners pursuant to Schedule 1 of this Deed for the purposes specified in Schedule 1 of this Deed and not for any other purpose.

1.3 To repay the Owner that paid the monies in the first instance any part of the sums received under this Deed which remain unspent after ten (10) years of payment or are not committed to be spent after ten (10) years of payment.

1.4 To provide the Owners with such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

1.5 At the written request of the Owners to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

1.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

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

131784

Common Seal

MATTHEW HOGAN

.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory

Executed as a Deed (but not delivered until the date of this Deed) by **SPALDING ENERGY PARK LIMITED** acting by

Paul Sansom
.....
Full Name

DocuSigned by:
Paul Sansom
0603C8BD3B8B448...
Signature of Director

in the presence of:

Ray Hurley
.....
Full Name (Witness)

46b Whitehouse Road
Edinburgh
EH4 6PH
.....
Address

DocuSigned by:
Ray Hurley
CEC0D078715645D...
Signature of Witness

X I confirm I was physically present with the signatory when they signed this document

Executed as a Deed (but not delivered until the date of this Deed) by **SPALDING ENERGY COMPANY, LTD.** acting by

John Proctor
.....
Full Name

DocuSigned by:
John Proctor
2F35883F0BD14EB...
.....
Signature of Director

Paul Sansom
.....
Full Name

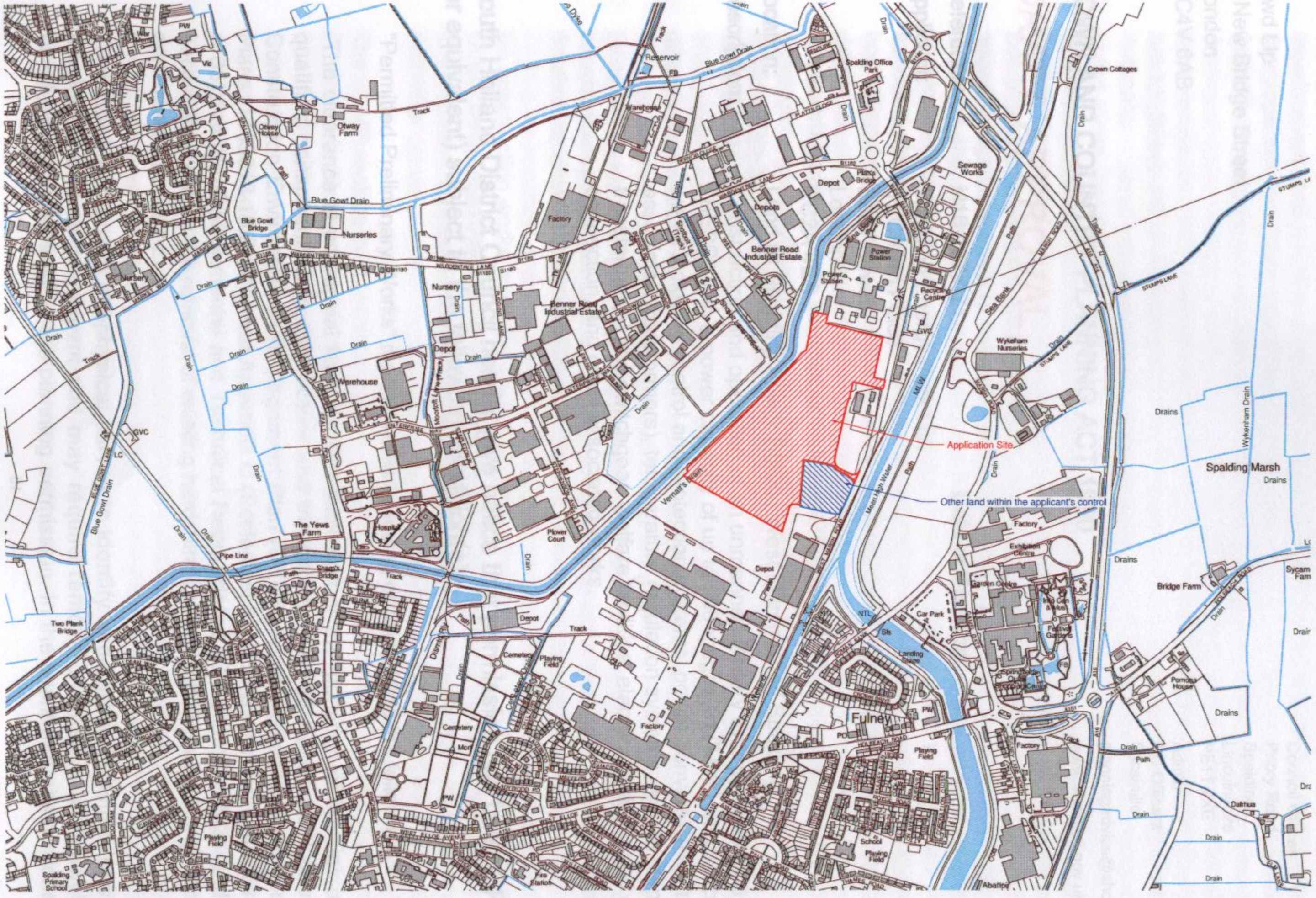
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Paul Sansom
0603C8BD3B8B448...
.....
Signature of Director

APPENDIX 1

PLAN 1

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A1



LOCATION PLAN
1 : 5000

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Rev	Drawn	Date	Comment
P02	MD	13.12.21	Minor amendments incorporated and issued for approval
P01	NR	06.12.21	Issued for approval

WEEDON architects

Project
SPALDING ENERGY PARK

Drawing Title
SITE LOCATION PLAN

Date 11/22/21 Drawn NR
Scale 1 : 5000@A1 Checked MD
Status PLANNING
Drawing Number 16181- WDN- XX- XX- DR- A- 0320 Revision P02

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APPENDIX 2

DRAFT PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk
www.sholland.gov.uk

Dwd Llp
6 New Bridge Street
London
EC4V 6AB

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H16-1327-21 **Date of Decision:**

Applicant: Spalding Energy Park Ltd.
30 Crown Place
Early Street
London
EC2A 4ES

Location: Land At Spalding Power Station West Marsh Road Spalding

Description: Construction and operation of an unmanned Battery Energy Storage System ('BESS') with a power capacity of up to 550 megawatt ('MW') with associated works including control and protection systems, power conversion systems (and associated transformers), temperature regulation systems, a main step-up transformer(s) and switchgear, welfare facilities, electrical cabling and electrical connection, and other associated works.

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

1 "Permitted Preliminary Works" means works including or comprising the following:

-The clearance of ecological features and exclusion or translocation of species using qualified consultants and contractors and in accordance with Appendix B (Outline Construction Environmental Management Plan (CEMP) Aspect-Specific Management Plans (1433618-10 (V04))) and Appendix C (Ecological Impact Assessment (1433618-29 (V03))) of the Environmental and Technical Report dated 20 December 2021 and any necessary licences, the removal of existing hardstanding, and the removal of any standing surface water present;

-The carrying out of a geophysical survey to identify underground obstructions and services that may be present and may require removal in order to construct the development authorised by the planning permission. In the event that obstructions are

found by the geophysical survey and these are in locations where piling or other excavation will be required to construct the development authorised by the planning permission, these will be removed and re-used or disposed of in accordance with Appendix B (Outline Construction Environmental Management Plan (CEMP) Aspect-Specific Management Plans (1433618-10 (V04))) of the Environmental and Technical Report dated 20 December 2021; and

-Formation of an appropriate temporary construction access, for the purpose of carrying out the other permitted preliminary works.

"Commercial Use" means the date on which, following completion of the testing of the development, the development first supplies electricity on a commercial basis.

Reason: To allow understanding of key terms used in other numbered conditions and for precision.

2 The development must be begun not later than the expiration of five years beginning with the date of this permission.

Reason: As required by Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

3 (i) Save for the Permitted Preliminary Works, commencement of development shall not take place until a scheme for the phasing of the works comprised in the development has been submitted to and approved in writing by the Local Planning Authority.

(ii) The development shall only proceed in accordance with the scheme approved in (i), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To allow the development to be carried out in phases, and to plan suitably for transport implications of improvements to electrical performance or replacements of degraded battery cells.

4 The development hereby permitted, or each phase thereof, shall be carried out in accordance with the following submitted parameter plans:
16181-WDN-XX-XX-DR-A-0320 P02
16181-WDN-XX-XX-DR-A-1000 P02
16181-WDN-XX-XX-DR-A-1010 P02

Reason: For the avoidance of doubt and and to ensure that the development is carried out in accordance with the details as approved with regard to the policies of the adopted South East Lincolnshire Local Plan (2019).

5 The development hereby permitted, or each phase thereof, shall be carried out in accordance with the following submitted parameter plans:
16181-WDN-XX-XX-DR-A-0600 P02
16181-WDN-XX-XX-DR-A-4000 P02
16181-WDN-XX-XX-DR-A-4100 P02

Reason: For the avoidance of doubt and and to ensure that the development is carried out in accordance with the details as approved with regard to the policies of the adopted South East Lincolnshire Local Plan (2019).

6 Save for the Permitted Preliminary Works, the commencement of each phase of development shall not take place until details of the final layout of the specified phase of development has been submitted to and approved in writing by the Local Planning Authority.

Such details shall be in general conformity with the submitted indicative plan 16181-WDN-XX-XX-DR-A- 0500 P02 unless otherwise agreed in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and and to ensure that the development is carried out in accordance with the details as approved with regard to the policies of the adopted South East Lincolnshire Local Plan (2019).

7 Save for the permitted preliminary works, the commencement of each phase of development shall not take place until details of the external appearance and scale of the specified phase of development has been submitted to and approved in writing by the Local Planning Authority.

Such details shall be in general conformity with the following submitted indicative drawings:
16181-WDN-XX-XX-DR-A-0600 P02
16181-WDN-XX-XX-DR-A-4000 P02
16181-WDN-XX-XX-DR-A-4100 P02
unless otherwise approved in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and and to ensure that the development is carried out in accordance with the details as approved with regard to the policies of the adopted South East Lincolnshire Local Plan (2019).

8 No construction works, save for the Permitted Preliminary Works, shall commence until a Construction Environmental Management Plan (CEMP) for the specified phase of development has been submitted to and approved in writing by the Local Planning Authority.

The CEMP shall be in accordance with:
Appendix B (Outline Construction Environmental Management Plan (CEMP) Aspect-Specific Management Plans (1433618- 10 (V04))) of the Environmental and Technical Report dated 20 December 2021, including the working hours in section 2.2;
Appendix C (Ecological Impact Assessment (1433618-29 (V03))) of the Environmental and Technical Report dated 20 December 2021, ecological management feature and measures in section 5.3;
Appendix E (Flood Risk Assessment (1433618-28 (V03)) of the Environmental and Technical Report dated 20 December 2021, including the surface water drainage strategy in section 6; and,
Appendix H (Transport Statement (1433618- 14 (V04))) of the Environmental and Technical Report dated 20 December 2021, including the framework Construction

Management Plan (CTMP) in Appendix H-3.

The CEMP shall include details of how airborne pollutants, smoke, noise, vibration, and odour from construction work associated with the specified phase of development will be controlled and mitigated, how surface water run off will be managed during construction (including protection for any sustainable drainage features and connection for drainage systems to an outfall during construction), how vehicles will be parked, how materials will be stored, and how any ecological features present are to be surveyed, excluded, conserved, or relocated.

For each phase of development, works shall only take place in accordance with the approved CEMP.

Reason: In order to minimise any adverse impacts arising from the construction of the development upon the local environment, and ensure that it is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the authorised development during construction, in accordance with the policies of the adopted South East Lincolnshire Local Plan (2019).

9 Construction HGV movements (excluding abnormal indivisible loads where authorised by National Highways or the Local Highways Authority, or which are associated with an emergency) shall only take place on Monday to Friday inclusive between 07:00 and 19:00 hours, or on Saturdays between 08:00 and 16:00 hours, and not on Sundays or Bank Holidays, unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interest of protecting amenity and in accordance with policies of the adopted South East Lincolnshire Local Plan (2019).

10 No construction works, save for the Permitted Preliminary Works, shall commence until the following details have been submitted to and approved in writing by the Local Planning Authority:

1) a preliminary risk assessment which has identified:
- all previous uses
- potential contaminants associated with those uses
- a conceptual model of the site indicating sources, pathways and receptors
- potentially unacceptable risks arising from contamination at the site
- recommendations as to a site investigation

2) if recommended in (1), a programme for a site investigation compliant with the assessment produced in (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3) the results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of any remediation measures required and how they are to be undertaken.

4) a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance

and arrangements for contingency action.

The site investigation in (2), the remediation strategy in (3), and the verification plan in (4) must be fully implemented in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy 30 of the adopted South East Lincolnshire Local Plan (2019).

11 In the event that contamination that was not previously identified is found at any time when carrying out the development hereby permitted, work on that part of the Site shall cease immediately and the contamination shall be reported in writing to the local planning authority. A risk assessment and investigation must be undertaken and, where remediation is necessary, a remediation scheme must be prepared and submitted to and approved in writing by the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme, a verification report must be prepared, and submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy 30 of the adopted South East Lincolnshire Local Plan (2019).

12 Piling or any other foundation designs using penetrative methods shall not be used other than with the prior written approval of the local planning authority, which shall be given on the submission of a suitable Foundation Works Risk Assessment or on demonstration that there is no resultant unacceptable risk to groundwater for development on those parts of the Site.

Each phase of development shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy 30 of the adopted South East Lincolnshire Local Plan (2019).

13 Save for the Permitted Preliminary Works, the commencement of each phase of development shall not take place until a surface water drainage scheme for the specified phase of development has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall:

-be in conformity with the principles in Appendix E (Flood Risk Assessment (1433618- 28 (V03)) of the Environmental and Technical Report dated 20 December 2021, including the surface water drainage strategy in section 6;
-be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development;
-provide flood exceedance routing for storm event greater than 1 in 100 year;
-provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the existing local drainage infrastructure and
watercourse system without exceeding the run-off rate for the undeveloped site;
-provide attenuation details that achieve a greenfield run-off rate;
-provide details of the timetable for and any phasing of implementation; and
-provide details of arrangements for management and maintenance of the surface water drainage system over the lifetime of the authorised development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements reasonably required to maintain and manage the surface water drainage system;

The surface water drainage scheme shall be constructed and completed in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the authorised development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, or upstream of, the authorised development, in accordance with Policy 4 of the adopted South East Lincolnshire Local Plan (2019) and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

14 Save for the Permitted Preliminary Works, the commencement of each phase of development shall not take place until a scheme of landscaping and habitat provision for the specified phase of development has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall be in general accordance with the principles in Appendix F (Indicative Landscaping Plan (1433618-8 (V03))) of the Environmental and Technical Report dated 20 December 2021, and include consideration of the use of native species, including planting / seeding mixtures and provenance with known value to wildlife.

The scheme shall be accompanied by a detailed Biodiversity Metric output demonstrating a net gain of up to and around 5%.

Reason: To secure appropriate landscaping of the site in the interests of visual amenity and in order to ensure that the interests of ecology and biodiversity or protected species are addressed in accordance with the policies of the adopted South East Lincolnshire Local Plan (2019).

15 The commissioning of each phase of development shall not take place until a lighting scheme for the specified phase of development has been submitted to, and approved in writing by the Local Planning Authority.

The details of the lighting scheme shall be in accordance the Planning Statement (14278A) which includes:
(i) there will be no permanent or regular lighting, and only emergency / intermittent lighting is proposed;
(ii) the operational (intermittent) lighting columns will be motion sensitive (for example, controlled by an infrared motion sensor system), and will switch on only when movement within the BESS site is detected or when essential operational maintenance is required;
(iii) the emergency / intermittent lighting will be highly directional (for example, controlled by cowling) to avoid excessive light spillage beyond the boundary fencing; The associated lighting design will be undertaken with reference to the relevant guidance such as the 'Guidance Note 01/21 for the Reduction of Obtrusive Light'. Furthermore, whilst they are noted to be up to approximately 4 m in height, the operational (intermittent) lighting columns will be of the minimum height possible to provide the required lighting. The lighting design will be in compliance with 16181- WDN-XX-XX-DR-A-1000 P02 (parameter plan) and 16181-WDN-XX-XX-DR-A-1010 P02 (parameter elevations), committing to a minimum sized landscaping zone of 10m; and,
(iv) the lighting design will be limited to no greater than 0.5 lux into the proposed landscaping zone or beyond the site boundary.

The lighting scheme shall be constructed and completed in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure a safe operational environment and mitigate the potential impact on bat habitats and feeding areas in accordance with the policies of the adopted South East Lincolnshire Local Plan (2019).

16 The development shall be carried out in accordance with Appendix E (Flood Risk Assessment (1433618-28 (V03)), including:
(i) The finished floor levels for the BESS Zone, Electrical Banking Station Zone, and Welfare Compound Zone shall be set no lower than 6.7 metres above Ordnance Datum (AOD); and
(ii)The flood resistance and resilience measures in section 5.2.

These measures shall be fully implemented prior to occupation in accordance with the phasing of development. The measures shall be retained and maintained throughout the lifetime of the development hereby permitted.

Reason: To reduce the risk of flooding to the proposed development and future occupants.
This Condition is imposed in accordance with Policy 4 of the adopted South East Lincolnshire Local Plan (2019) and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

17 Prior to the first commercial use, a Flood Warning and Evacuation Plan (FWEP) shall be submitted to and approved in writing by the Local Planning Authority.

FWEP shall be in accordance with Appendix E (Flood Risk Assessment (1433618-28 (V03))) including the framework Flood Warning and Evacuation Plan in Appendix E -3.

The approved FWEP shall be implemented, and made available for inspection by all users of the site, and be displayed in a visible location at all times thereafter.

Reason: To ensure that adequate flood warning and evacuation measures are available for all users of the development in accordance with the policies of the adopted South East Lincolnshire Local Plan (2019).

18 Within 6 months of the development ceasing to be used for the purposes of electricity storage, a scheme for the demolition and removal of redundant BESS buildings and structures from the Site and the restoration of the Site shall be submitted to the Local Planning Authority, for approval in writing. The scheme shall include a written explanation of which buildings and structures, if any, are not redundant, making reference to their potential for reuse.

The scheme shall be implemented in full within 12 months of approval, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the Site is not allowed to become derelict after the cessation of electricity storage in accordance with the policies of the adopted South East Lincolnshire Local Plan (2019).

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

Phil Norman
Head of Planning
South Holland District Council

12th October 2022

BUILDING REGULATIONS:
This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk