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Dated 2026

BLOOR HOMES LIMITED (1)

HEART CHURCH (2)

TO

BROXTOWE BOROUGH COUNCIL (3)

NOTTINGHAMSHIRE COUNTY COUNCIL (4)

UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of Land West Of Stapleford Lane Stapleford Nottinghamshire

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Application Reference: 25/00371/OUT

Appeal Reference: 600641

THIS DEED is made 2026

(1) **BLOOR HOMES LIMITED** a company registered in England with company number 02162561 whose registered office is at Ashby Road, Measham, Swadlincote DE12 7JP (the "**Owner**"); and

(2) **HEART CHURCH** a company registered in England with company number 05947463 whose registered office is at 104-114 Talbot Street, Nottingham NG1 5GL (the "**Mortgagee**");

TO

(3) **BROXTOWE BOROUGH COUNCIL** of Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB (the "**Borough Council**");

(4) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham, NG2 7QP (the "**County Council**");

RECITALS

(A) The Borough Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated and is the authority by whom the obligations contained in this Unilateral Undertaking are enforceable.

(B) The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972.

(C) The Owner is the registered freehold proprietor of the Site registered at Land Registry with title absolute under title number NT591416, which is free from encumbrances that would otherwise prevent the First Owner from entering into this Unilateral Undertaking, save for the interest specified in Recital (D) below.

(D) The Mortgagee has an interest in the Site by virtue of having the benefit of a legal charge which is recorded on the Charges Register of title NT591416 dated 5 July 2024.

(E) The Application was submitted to the Borough Council for the Development by the Owner, and the Owner has now submitted the Appeal on the basis that Application has not been determined.

(F) The Owner enters into this deed by way of a Unilateral Undertaking to the Borough Council and the County Council in order to secure the planning obligations contained in this deed in the event that the Planning Permission is granted pursuant to the Appeal.

(G) The Owners agrees that the planning obligations contained in this Unilateral Undertaking comply with Regulation 122 of the CIL Regulations.

1 INTERPRETATION

1.1 For the purposes of this Unilateral Undertaking the following expressions shall have the following meanings:

Affordable Dwelling(s)	any Dwellings which are to be constructed as part of the Development as Affordable Housing;
Affordable Housing	means dwellings which are provided to eligible households whose needs are not met by the market and which shall have the meaning given in the NPPF;

Appeal	the planning appeal submitted by the Owner to the Secretary of State in relation the Borough Council's non-determination of the Application and allocated reference 6006412;
Application	the application submitted for outline planning permission submitted to the Borough Council for the Development and allocated the reference number 25/00371/OUT;
Chargee	any mortgagee or chargee (or any receiver (including an administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the relevant Affordable Dwellings;
CIL Regulations	the Community Infrastructure Regulations 2010 (as amended);
Commencement of Development	the carrying out any material operation (as defined in Section 56(4) of the TCPA 1990) forming part of the Development other than (for the purposes of this Unilateral Undertaking and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, works connected with in-filling, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence**" and "**Commences**" shall be construed accordingly;
Commencement Date	the date the Development Commences;
Commencement Notice	the notice in writing, in the form as specified in Schedule 3;
Development	the construction of a residential development of up to 420 residential dwellings and associated open space and infrastructure (with some matters reserved);
Dwellings	each and every residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether through construction conversion or subdivision including an Affordable Dwelling(s) and Market Dwellings and "**Dwelling**" shall be construed accordingly;
Market Dwellings	any Dwelling other than an Affordable Dwelling;
NPPF	the National Planning Policy Framework published in August 2026 as amended or any supplemental guidance issued in respect thereof;
Occupation	occupation of the Site for the purposes permitted by the Planning Permission but for the purposes of this Unilateral Undertaking only not including occupation by personnel engaged in construction fitting out or decoration marketing

	display or security operations and "**Occupy**" and "**Occupied**" shall be construed accordingly;
Occupation Notice	the notice, in the form as specified in Schedule 4, in writing to be served upon the Borough Council by the Owner giving not less than ten Working Days notification of the Owner's intention to Occupy all or parts of the Site in accordance with the Planning Permission;
Plan	the plan attached to this Unilateral Undertaking at Schedule 1;
Planning Permission	the outline planning permission subject to conditions to be granted pursuant to the Appeal;
Protected Tenant	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; (c) has purchased from the RPSH all the remaining shares in a Shared Ownership Unit so that the tenant owns the entire Shared Ownership Unit; or (d) has otherwise lawfully obtained full ownership of a single Affordable Dwelling;
Registered Provider of **Social Housing**	a body registered as a provider of Affordable Housing under the Housing and Regeneration Act 2008 and "**RPSH**" shall be construed accordingly and which for the avoidance of doubt may include the Borough Council;
Secretary of State	the Secretary of State for Housing, Communities and Local Government and such successor department as shall be responsible for the determination of planning appeals within England;
Shared Ownership Unit(s)	an Affordable Dwelling which is sold and leased by a RPSH on Shared Ownership Terms or as may otherwise be approved by the Borough Council;
Shared Ownership Terms	terms of disposal contained in model shared ownership leases published by the Homes England from time to time whereby (unless as otherwise amended) (i) a RPSH sells shares in the equity of a dwelling to an occupier who pays rent upon the remainder and (ii) Staircasing to 100% (one hundred per cent) of the equity of the dwelling is allowed and (ii) Staircasing to of the equity of the dwelling is allowed

	with the ability for rent to be charged on the remainder by the RPSH;
Staircasing	the exercise by the owner-occupier of Shared Ownership Unit of the right to purchase additional equity shares up to 100% (one hundred percent) of the entire interest in the dwelling after which the rent payable on any equity share retained by the RPSH shall be reduced proportionally;
Site	the land against which this Unilateral Undertaking may be enforced being Land West of Stapleford Lane Stapleford Nottinghamshire shown as edged red for identification purposes only on the Plan;
TCPA 1990	the Town and Country Planning Act 1990 (as amended);
VAT	value added tax chargeable under the Value Added Tax Act 1994; and
Working Day	Monday to Friday (inclusive) except Good Friday, Christmas Day and Public or bank holidays from time to time in England.

1.2 Where in this Unilateral Undertaking reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Unilateral Undertaking.

1.3 In the event of any conflict between the provisions of this Unilateral Undertaking and any document annexed hereto as referred to herein the terms and conditions of this Unilateral Undertaking will prevail.

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

1.5 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.

1.6 Wherever there is a person or persons as parties to this Unilateral Undertaking and where they undertake to perform or observe an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

1.7 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation.

1.8 Any reference to any statute or statutory provision shall include any modification, extension, re-enactment of that statute 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 statute or deriving validity from it.

1.9 References to the Borough Council, the County Council, the Owner, the Mortgagee or to any other party to this Unilateral Undertaking shall include their successors in title and assigns and to any person deriving title through or under or the successors to their respective statutory functions.

1.10 The headings and contents list are for reference only and shall not affect construction.

1.11 Any covenant or obligation by any party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.

1.12 A reference to writing or written excludes faxes and email unless otherwise stated.

2 STATUTORY PROVISION

2.1 This Unilateral Undertaking is made pursuant to Section 106 and 106A of the TCPA 1990 and the covenants and obligations in this Unilateral Undertaking are planning obligations for the purposes of Section 106 of the TCPA 1990 so as to bind the Site and each and every part thereof and are enforceable by the Borough Council as the local planning authority and the County Council against the Owner and their successors in title and assigns and the other parties to this Unilateral Undertaking save to the extent excluded elsewhere in this Unilateral Undertaking.

2.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the TCPA 1990 they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.

2.3 Nothing in this Unilateral Undertaking grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory functions.

2.4 If the Borough Council agrees pursuant to an application under Section 73 of the TCPA 1990 to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the TCPA 1990 the covenants or provisions of this Unilateral Undertaking may be deemed to bind the varied permission and to apply in equal terms to the new planning permission provided that the parties hereto agree in writing that such new planning permission is for development similar to the Development and the imposition of additional obligations is unnecessary. Where additional obligations are deemed necessary to facilitate the development permitted by the new planning permission such obligations shall be entered into via a deed of variation relating to any such new application.

3 COMMENCEMENT

With the exception of clauses 4.2, 12 (*Local Land Charge*), 14 (*Jurisdiction*) and 15 (*Delivery*) which take effect immediately, this Unilateral Undertaking is conditional upon:

3.1 the grant of the Planning Permission; and

3.2 the Commencement of Development.

4 THE OWNER'S OBLIGATIONS

4.1 The Owner covenants with the Borough Council and County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

4.2 The Owner covenants to give to the Borough Council and the County Council not less than ten Working Days written notice of the intended Commencement Date by serving a Commencement Notice.

4.3 The Owners covenant to serve on the Borough Council an Occupation Notice in respect of the following, not less than ten Working Days of the specified Occupation numbers:

(a) first Occupation; and

(b) Occupation of 300 (three hundred) Dwellings.

5 OWNERSHIP

5.1 The Owner warrants and confirms that no person other than the Owner and the Mortgagee has a legal estate or beneficial interest in the Site or any part thereof.

5.2 The Owner agrees to give the Borough Council and the County Council as soon as reasonably practicable written notice of any change in ownership of any of their interests in all or any part of the Site (other than disposals to persons against whom the obligations of this Unilateral Undertaking are not enforceable (which shall include individual Dwellings)) occurring before all the covenants, restrictions and obligations under this Unilateral Undertaking have been discharged, such notice to give details of the conveyance, transfer, lease, assignment, mortgage or other disposition entered into together with the full name and registered office (if a company or usual address if not) of the person to whom the disposition was made and the nature and extent of the interest disposed of.

5.3 The Owner shall give the Borough Council and the County Council written notice of any notification or correspondence received from a chargee of their intention to realise or enforce their security over any part of the Site.

5.4 The Mortgagee acknowledges and declares that this Unilateral Undertaking has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Unilateral Undertaking and that the security of the mortgage over the Site shall take effect subject to this Unilateral Undertaking PROVIDED THAT the Mortgagee shall otherwise have no liability to discharge the obligations contained in this Unilateral Undertaking unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

6 NOTICES

6.1 Unless otherwise agreed in writing any notice, consent or approval required to be given under this Unilateral Undertaking shall be in writing and shall be delivered personally or sent by first class post, pre-paid or recorded delivery and is to be sent to the following address, or to such other address as one party may notify in writing to the others at any time as its address for service:

(a) for the Owner to the address set out above;

(b) for the Mortgagee to the address set out above;

(c) for the County Council to the address set out above marked for the attention of the Planning and Infrastructure Manager; and

(d) for the Borough Council to the address set out above marked for the attention of the Planning Contributions Officer.

6.2 Unless otherwise agreed in writing a notice, consent or approval required or authorised to be given under this Unilateral Undertaking shall be deemed to be served as follows:

(a) if delivered by hand, at the time of delivery;

(b) if send by post, on the second Working Day after posting; or

(c) if sent recorded delivery, at the time the delivery was signed for.

6.3 If a notice, demand or any other communication is served after 16:00 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.

6.4 A notice or other communication given under this Unilateral Undertaking shall not be validly given if sent by e-mail.

6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

7 WAIVER

No waiver (whether express or implied) by the Borough Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Unilateral Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 COUNCIL'S DISCRETION

8.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council and / or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Borough Council and / or the County Council were not a party to this Unilateral Undertaking.

9 DISPUTE RESOLUTION

9.1 In the event of any dispute or difference arising between the parties to this Unilateral Undertaking in respect of any matter contained in this Unilateral Undertaking the Owner agrees that such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

9.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 9.2 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

9.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

9.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

10 ENFORCEMENT AND LIABILITY

10.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Unilateral Undertaking 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.

10.2 The obligations in this Unilateral Undertaking shall not be enforceable against the following:

(a) the individual owners or individual occupiers of an individual Market Dwelling (including any successors in title and / or any mortgagee or chargee of an individual Market Dwelling) erected on the Site pursuant to the Planning Permission;

(b) an RPSH whose only interest in the Site is in respect of the provision of Affordable Dwellings;

(c) individual owners and occupiers of the Affordable Dwellings;

(d) a Chargee; and / or

(e) Protected Tenants.

10.3 A statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the TCPA 1990.

10.4 A mortgagee or chargee of the Site or part thereof will not incur any liability for any breach of the obligations contained in this Unilateral Undertaking unless and until it becomes a mortgagee in possession of the Site in which case it shall be liable as if it were a person deriving title from the Owner.

11 DETERMINATION

11.1 The obligations in this Unilateral Undertaking (with the exception of clause **Error! Reference source not found.**) shall cease to have effect if the Planning Permission:

(a) expires prior to the Commencement of Development;

(b) is quashed following a successful legal challenge (but without prejudice to any liabilities arising prior to such quashing);

(c) is revoked modified or otherwise withdrawn before the Commencement Date so as to render this Unilateral Undertaking or any part of it irrelevant impractical or unviable.

11.2 Clause 11.1 (c) will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Borough Council and the Owner prior to the Commencement Date.

12 LOCAL LAND CHARGE

This Unilateral Undertaking may be registrable as a local land charge by the Borough Council.

13 MISCELLANEOUS

13.1 Unless expressly stated no provisions of this Unilateral Undertaking confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

13.2 Insofar as any clause or clauses of this Unilateral Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking.

13.3 No compensation shall be payable by the Borough Council and / or the County Council as a result of this Unilateral Undertaking.

13.4 Any phrase introduced by the terms including include in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

13.5 Subject to clause 2.4 nothing in this Unilateral Undertaking prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Unilateral Undertaking whether or not pursuant to an appeal.

13.6 Nothing contained or implied in this Unilateral Undertaking shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and or the County Council under all statutes bylaws statutory instruments orders and regulations in the exercise of its functions as a local authority and/or local planning authority.

13.7 Should the Secretary of State or their appointed inspector in their decision letter make a finding that any of the covenants or obligations in this Unilateral Undertaking do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Unilateral Undertaking which for the further avoidance of doubt shall remain in effect and enforceable.

14 GOVERNING LAW AND JURISDICTION

This Unilateral Undertaking is governed by and interpreted in accordance with the laws of England and is subject to the exclusive jurisdiction of the courts of England and Wales.

15 DELIVERY

The provisions of this Unilateral Undertaking shall be of no effect until this Unilateral Undertaking has been dated.

This Unilateral Undertaking has been entered into as a deed and delivered on the date set out at the beginning of the document.

SCHEDULE 1

SITE PLAN

SCHEDULE 2

THE OWNER'S COVENANTS TO THE BOROUGH COUNCIL

The Owner covenants with the Borough Council and County Council as follows:

STRATEGIC HIGHWAY ASSESSMENT AND MITIGATION STRATEGY (SHAMS)

1. DEFINITIONS

1.1 **"AOI"** or **"Area of Influence"** means the geographic area identified within Section 2.2 of the Toton Development Strategic Assessment Technical Note - Area of Influence Calibration & Validation Assessment (dated 23rd October 2025) (Ref: TN01 V1.3) prepared by SYSTRA, and agreed between the Owner, the Borough Council and the County Council (in consultation with National Highways) within which the SHAMS assessment shall be carried out;

1.2 **"County Road Network"** means the highway network maintained by the County Council in its capacity as the Highway Authority;

1.3 **"EMGM"** means East Midlands Gateway transport Model;

1.4 **"Highway Authority"** means the County Council in its capacity as local highway authority for the purposes of the Highways Act 1980;

1.6 **"National Highways"** means National Highways Limited (company number 09346363) or any successor body responsible for the operation, maintenance and improvement of the Strategic Road Network in England;

1.7 **"SHAMS"** means the Strategic Highway Assessment and Mitigation Strategy to be prepared, submitted and approved in accordance with this Schedule;

1.8 **"Strategic Road Network"** or **"SRN"** means the network of motorways and trunk roads in England managed by National Highways;

1.9 **"Toton and Chetwynd Allocation"** means the allocation of land at Toton and Chetwynd for development as identified in the relevant development plan (under Broxtowe Local Plan Part 2 Policies 3.1 and 3.2);

1.10 **"Toton Link Road"** means the proposed link road connecting the proposed B6003 / Toton West Site Access / Toton East Site Access (Signalised Junction) and the proposed A52 / Toton north Site Access (Signalised Junction).

2. OCCUPATION TRIGGER (SUBMISSION AND APPROVAL OF THE SHAMS)

2.1 The SHAMS shall be submitted by the Owner on or before the submission of the first reserved matters application.

2.2 The Owner shall not Occupy or cause or permit Occupation of more than 300 (three hundred) Dwellings until the SHAMS has been approved by the Borough Council in accordance with this Schedule.

3. METHODOLOGY

3.1 The methodology for the SHAMS shall be developed by the Owner in consultation with the Borough Council, the Highway Authority and National Highways prior to the submission of the SHAMS to the Borough Council.

3.2 The methodology shall be based on the EMGM and specifically the following scenarios as identified within the Toton Development Strategic Assessment Technical Note (2nd Revision) – Toton Strategic Modelling Report – Scenarios 1, 3 and 4 (15th July 2026) prepared by SYSTRA:

(a) Scenario 1 (Toton West):

- ref: Post-Submission Technical Note – EMGM Scenario One – Junction Capacity Assessments, produced by mode transport planning (Ref: 260812_328827_TN005) Dated: 12/08/2026); and
- ref: Post-Submission Technical Note – EMGM Scenario One – Junction Capacity Assessments to Align With TA, produced by mode transport planning (Ref: 260821_328827_TN006) Dated: 21/08/2026);

(b) Scenario 3 (Toton West, North & East) (with link road):

- Ref: Post-Submission Technical Note - Highways Response to Additional Consultee Comments, produced by mode transport planning (Ref: 260624_328827_TN004) Dated: 24/06/2026; and

(c) Scenario 4 (Toton West, North, East (with link road) & Chetwynd Barracks):

- ref: Post-Submission Technical Note – EMGM Scenario Four – Junction Capacity Assessments, produced by mode transport planning (Ref: 260902_328827_TN008) Dated: 02/09/2026; and,
- ref: Post-Submission Technical Note – EMGM Scenario Four – Bramcote Roundabout, produced by mode transport planning (Ref: 260911_328827_TN009) Dated: 11/09/2026.

3.3 The methodology shall be limited to the agreed geographic Area of Influence as agreed between the Owner, the Borough Council and the County Council (in consultation with National Highways).

3.4 The assessment shall be limited to the operation and performance of the junctions identified in paragraph 5.1(c) of this Schedule.

4. REVIEW MECHANISM

4.1 The Owner shall submit the SHAMS to the Borough Council for approval in accordance with paragraph 2.1 above. The Borough Council is to be afforded a reasonable opportunity in which to provide written confirmation of its approval or written details of any amendments or further information reasonably required, such review to be undertaken in consultation with the Highway Authority and National Highways.

4.2 Where the Borough Council requires amendments or further information pursuant to paragraph 4.1 of this Schedule, the Owner shall make such amendments or provide such further information within a reasonable period and shall re-submit the SHAMS to the Borough Council for approval.

4.3 Any dispute regarding the SHAMS (including in respect of any refusal to approve the SHAMS or any requirement for amendments or further information) shall be resolved in accordance with clause 9 of this Unilateral Undertaking.

5. REQUIRED CONTENT OF THE SHAMS

5.1 The SHAMS shall include the following:

(a) an assessment of cumulative transport impacts within the AOI from development traffic associated with the existing or emerging Toton and Chetwynd Allocation and any planning applications which include land within that allocation and any land which is adjacent to the existing or emerging Toton and Chetwynd Allocation to which the Owner has submitted a planning application;

(b) an assessment of the interaction between the County Road Network, the Strategic Road Network and the proposed Toton Link Road;

(c) an assessment of the operation and performance of the following junctions for the modelling scenarios identified in paragraph 3 of this Schedule:

(i) A6002 Coventry Lane / A6007 Ilkeston Road — Scenario 3 only;

(ii) Swiney Way and its interaction with Stapleford Lane — Scenario 1 only;

(iii) Bardills Roundabout — Scenarios 1 and 4;

(iv) Bramcote Roundabout — Scenario 4 only; and

(v) the proposed Toton Link Road terminal junctions — Scenarios 3 and 4 only;

(d) identification at high-level of all potential highway infrastructure, traffic management measures or other mitigation reasonably required to address cumulative highway capacity impacts across the AOI, **provided that** such identification shall not place any obligation on the Owner to fund or deliver mitigation required to address cumulative impacts;

(e) details of the proposed timing, phasing and trigger points for implementation of the identified Toton Link Road measures, utilising the EMGM, (highway-only model) for incremental phases of 200 dwellings for five key phasing tests: over and above Toton West reported in Scenario 1 (relating to Bloor's land interests of Toton North and Toton East totalling an additional 1035 units).

6. GENERAL

6.1 For the avoidance of doubt, nothing in this Schedule shall oblige the Owner to fund or deliver highway infrastructure, traffic management measures or other mitigation required to address cumulative highway impacts beyond those arising from the development authorised by the Planning Permission.

6.2 Any dispute arising out of or in connection with this Schedule shall be resolved in accordance with clause 9 of this Unilateral Undertaking .

SCHEDULE 3

NOTICE OF COMMENCEMENT OF DEVELOPMENT

NOTICE TO THE BROXTOWE BOROUGH COUNCIL OF COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of the Unilateral Undertaking:

Notice is hereby given to the Borough Council that works to implement the above planning permission will commence on

Signed:

For and on behalf of:

Contact name and telephone no:
Contact e-mail address:
Date:

Complete and send this form to Broxtowe Borough Council Planning Department at the address below:

Broxotwe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

SCHEDULE 4

OCCUPATION NOTICE

NOTICE TO BROXTOWE BOROUGH COUNCIL OF OCCUPATION OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of the Unilateral Undertaking:

Notice is hereby given to the Borough Council that the [ ] Dwelling to be constructed pursuant to the Development shall be available for Occupation in accordance with the Unilateral Undertaking dated [ ] and made between (1) Broxtowe Borough Council (2) Nottinghamshire County Council (3) Bloor Homes Limited (4) Heart Church relating to the above development will occur on

Signed:

For and on behalf of:

Contact name and telephone no:
Contact e-mail address:
Date:

Complete and send this form to Broxtowe Borough Council at the address below.

Broxotwe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

EXECUTED as a **DEED** by
HEART CHURCH
acting by two directors

Director .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....
.....
.....

I confirm that I was physically present when ..... signed this deed

Director .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....
.....
.....

I confirm that I was physically present when ..... signed this deed

EXECUTED as a **DEED** by
BLOOR HOMES LIMITED
acting by two Attorneys

Attorney .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....
.....
.....

I confirm that I was physically present when ..... signed this deed

Attorney .....

in the presence of

Signature of witness .....

Name (IN BLOCK CAPITALS) .....

Address .....
.....
.....

I confirm that I was physically present when ..... signed this deed