Dated 8th April 2025 **2025**

(1) Stephen Hutson and Kim Hutson

UNILATERAL UNDERTAKING
Section 106 of the Town and Country Planning Act 1990

Relating to land to the rear of 75 South Street, Crowland

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H02-0032-25

THIS UNDERTAKING is made as a **DEED** the 8th day of April 2025

BY:

(1) **STEPHEN HUTSON** and **KIM HUTSON** both of 75 South Street, Crowland, Peterborough, PE6 0AH ("the Owner")

TO:

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

INTRODUCTION

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.

(B) The Owner is the freehold owner of the Land which is comprised of three parcels of land of which two parcels are registered at the Land Registry under Title Numbers LL421528 and LL222223 respectively.

(C) Further to completion of a transfer dated 11 December 2024 and made between (1) Kevin Neil Gray and Maureen Elizabeth Gray and (2) the Owner, the Owner is entitled to be registered as the legal freehold owner of that part of the Land and an application has been made to HM Land Registry to enable such registration to take place

(D) The Owner has via their agent applied to the Council for planning permission for the Land under reference H02-0032-25 for the Development.

(E) The Council resolved under delegated authority to grant Planning Permission for the Development in accordance with the Application.

(F) The Owner has agreed to enter into this Deed in order to secure the Development as Self-Build/Custom Build Dwellings.

(G) The Owner in entering into this Deed does so to create planning obligations pursuant to section 106 of the 1990 Act in respect of their interest in the Land and the Owner agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"2015 Act"	means the Self-build and Custom Housebuilding Act 2015 as amended
"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for Planning Permission for the Development and allocated reference number H02-0032-25
"Commencement of Development"	means the date on which 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: • access; • site clearance; • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse conditions; • the laying or diversion of services; • the erection of hoardings or other temporary means of enclosure; and • the temporary display of site notices or advertisements;

	• any other works as may be approved in writing by the Council (acting reasonably)
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development for the Service Plots of Land
"Development"	means the development of the Land for the erection of a single storey dwelling with double garage, pursuant to the Planning Permission
"District"	means the district of South Holland
"Dwelling"	means the dwelling (whether a house flat bungalow or maisonette) approved for construction pursuant to the Planning Permission
"Eligibility Criteria"	means any individual(s) and/or association of individual(s) (as the case may be) who are: (a) aged 18 and over (b) UK, EEA or Swiss National Citizen
"Interested Parties"	means the individuals and associations of individuals who are seeking to acquire a Serviced Plot of Land within the District and are registered with the Council on the Self-Build Register or any individual(s) and/or association of individual(s) (as the case may be) that acquire a Serviced Plot of Land and who meet the Eligibility Criteria
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced and as shown edged red on the Plan

"Occupation"	means occupation of the Development for the purposes permitted by the Planning Permission but not including the occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display, or occupation in relation to security operation and "Occupied" and "Occupier(s)" shall be construed accordingly
"Plan"	means the plan attached to this Deed at Schedule One being the location plan submitted with the Application
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application
"Self-Build/Custom Build Dwelling"	means any Dwelling(s) constructed pursuant to the Planning Permission by an individual or association of individuals or persons working with or for individuals or associations of individuals and that dwelling is to be occupied as a home by those individuals in accordance with section 1 of the 2015 Act (or such other replacement or successor legislation) and meets the definition in the 2015 Act
"Self-Build and Custom Build Plot"	means the plot that is owned by Interested Parties with the sole intention to construct on that plot a Self-Build and Custom Build Dwelling
"Self-Build Register"	means the register of individuals and associations of individuals who are seeking to acquire Serviced Plots of Land in the District for their own self-build and custom

	housebuilding which the Council is required to keep under section 1(1) of the 2015 Act
"Serviced Plot of Land"	means a plot of land on the Land for a Self-Build Dwelling that meets the definition in section 5(1) of the 2015 Act
"Statutory Undertaker"	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.

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

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

2.4 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 interchangeably

2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.6 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.

2.7 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 to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

3.2 The covenants, restrictions and obligations imposed upon the Owner under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein are conditional upon:

(a) the grant of Planning Permission and;

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 7, 9.3 and 11 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. NOTICES AND RECORD KEEPING

5.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

5.2 The Owner shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

6. THE OWNER'S COVENANTS

6.1 The Owner covenants with the Council as set out herein

7. THE COUNCIL'S COSTS

7.1 The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs of £150 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

8. MORTGAGEE CONSENT

8.1 A mortgagee of any part of the Site shall be bound by the obligations contained in this Deed to the extent they are binding on that part of the Site and the security of any mortgage over any part of the Site shall take affect subject to this Deed **PROVIDED THAT** the mortgagee shall otherwise have no liability under this Deed unless they take possession of the Site (or that part of it which the mortgage relates to) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner **PROVIDED FURTHER THAT** it shall not in any event be liable for any breach of this Deed arising prior to it becoming a mortgagee in possession of the land and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have occasioned.

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 registerable as a local land charge by the Council.

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

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 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 shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) 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 they shall have irrevocably parted with their entire interest in the Land or part of the Land but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

9.8 This Deed shall not be enforceable against:

9.8.1 any party solely as a result of such party possessing an interest in the Land relating to subsoil of land which has been adopted by the Council or any other relevant public body as maintainable at public expense;

9.8.2 Statutory Undertakers acquiring an interest in the Land for the purposes of their undertaking;

9.8.3 any individual purchaser occupier or tenant of an individual Serviced Plot of Land

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

9.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

10. WAIVER

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

11. CHANGE OF OWNERSHIP

11.1 The Owner agrees with the Council to give the Council 20 Working Days' written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of.

12. DISPUTE RESOLUTION

12.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the parties or in the absence of agreement as to the identity of the person 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.

12.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

12.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the parties in the absence of manifest error or fraud.

12.4 The expert's 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.

12.5 Any expert shall be appointed subject to the express requirement that a decision is 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 forty Working Days after appointment.

12.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

13. VAT

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14. JURISDICTION

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

15. EXECUTION AND DELIVERY

This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

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

SIGNED as a **DEED** by
STEPHEN HUTSON
in the presence of:

Signature of Witness .....
Name of Witness CHRISTINE ANN TEE
Address of Witness 4A PETERBOROUGH RD CROWLAND PE6 0BA
Occupation of Witness RETIRED

SIGNED as a **DEED** by
KIM HUTSON
In the presence of:

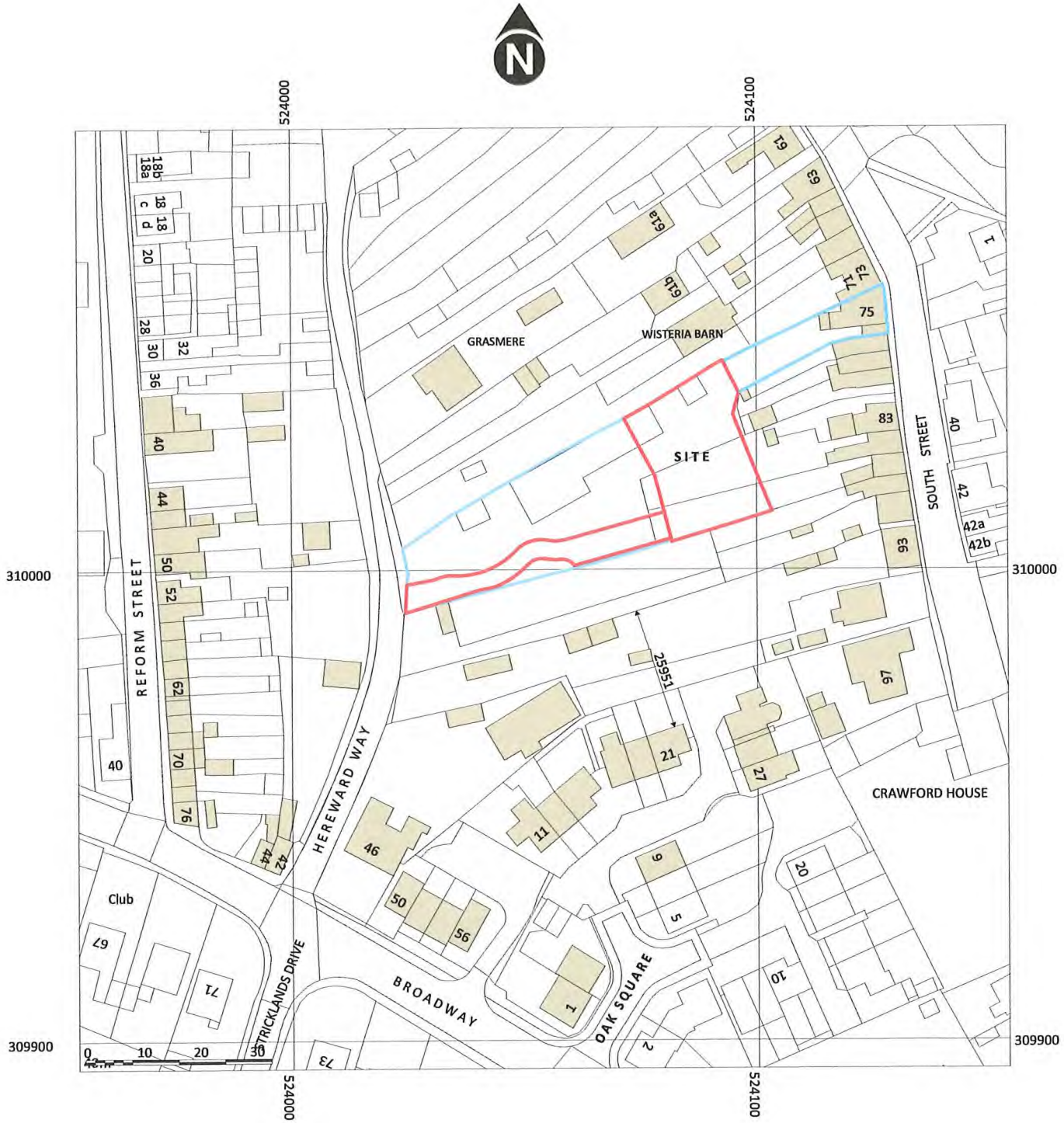
K Hutson

Signature of Witness ..... C Cater .....
Name of Witness ..... CHRISTINE ANN TEE .....
Address of Witness ..... 4A PETERBOROUGH RD CROWLAND PE6 0BA .....
Occupation of Witness ..... RETIRED .....

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land to the rear of 75 South Street, Crowland and shown edged red on the Plan.



LOCATION PLAN.

SCALE: 1:1250 at A4

FULL PLANNING APPLICATION

SCHEDULE 2
THE OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1 To build a Self-Build and Custom Build Dwelling in accordance with the Planning Permission which meets the definition of self-build and custom housebuilding in the 2015 Act.

2 To occupy the dwelling as a Self-Build and Custom Build Dwelling

3 If the Self-Build and Custom Build Dwelling is not to be built by the Owner to provide to the Council within 14 Working Days (or such longer period as may be agreed with the Council) of the grant of the Planning Permission the contact details of the person who will liaise on behalf of the Owner with the Interested Parties in order to dispose of the Serviced Plot of Land

4 To use reasonable endeavours to enter into a contract with the Interested Parties to transfer each Self-Build and Custom Build Plot as a Serviced Plot of Land until all such plots have been disposed of (unless otherwise agreed in writing with the Council and such agreement not to be unreasonably withheld or delayed)

5 To request that any Interested Parties (who are seeking to acquire a Serviced Plot of Land but are not on the Self-Build Register) contact the Council to be asked to be placed on the Self-Build Register.

6 The transfer of the Self-Build and Custom Build Dwelling as a Serviced Plot of Land shall contain inter alia the following clauses:

6.1 a grant of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Self-Build and Custom Build Dwelling;

6.2 reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the Land

7 To keep the Council informed of its progress in negotiating the disposal of each of the Self-Build and Custom Build Plot as Serviced Plot of Land to the Interested Parties on a half-yearly basis until such time as the Owner has

notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties.

8 Where contracts are exchanged with a purchaser of a Self-Build and Custom Build Plot to supply a certified copy of such contract to the Council within 14 (14) Working Days of such contract being completed **PROVIDED THAT** the copy shall redact any commercially sensitive information.

9 If the Owner does not occupy the Self-Build and Custom Build Dwelling to only market the Dwelling as a Self-Build and Custom Build Dwelling.