

Dated

30 MARCH

2020

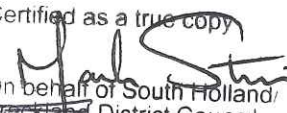
(1) South Holland District Council

and

**(2) Bryan Alcock, Jennifer Mary Alcock, Arthur Denis Alcock and
Rosemary Margaret Alcock**

PLANNING OBLIGATION BY DEED
Section 106 of the Town and Country Planning Act 1990

**Relating to land off
James Road, Crowland, Spalding**

Certified as a true copy

On behalf of South Holland/
Spalding District Council

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

SHDC Reference: LD/H02-0669-19

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BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and
- (2) **BRYAN ALCOCK** and **JENNIFER MARY ALCOCK** of 81 Postland Road, Crowland, Peterborough, PE6 0JB and **ARTHUR DENIS ALCOCK** and **ROSEMARY MARGARET ALCOCK** of 4 Kemp Street, Crowland, Peterborough, PE6 0HE ("the Owners");

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 Owners are the freehold owner of the Land which is unregistered the root of title being a Conveyance dated 7 March 1989 between (1) Welland Holiday Hire and Sales Centre Limited and (2) the Owners.
- (C) The Owners have via their agent applied to the Council for outline planning permission for the Land under reference H02-0669-19 for residential development for up to 6 Self-Build/Custom-Build Eco Dwellings.
- (D) The Council resolved on 9 October 2019 to grant Planning Permission for the Development in accordance with the Application subject to the Owners entering this Deed without which Planning Permission for this Development would be refused.
- (E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

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 H02-0669-19
"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

"Design Standards"	means the national design standards adopted by the Government or the Council in a planning policy document and in force at the Commencement of Development for an Eco-Dwelling
"Development"	means the residential development of the Land for up to 6 Self-Build/Custom Build Eco Dwellings, pursuant to the Planning Permission
"District"	means the district of South Holland
"Eco-Dwelling"	means an environmentally low-impact home designed and built using materials and technology that reduces its carbon footprint and lowers its energy needs assessed in accordance with the Government's Standard Assessment Procedure (SAP) or any subsequent guidance which may amend, supplement or supersede it
"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 as shown edged red for identification purposes only on the Plan but excluding the access road for the purposes of enforcement of this Deed
"Plan"	means the plan attached to this Deed labelled as drawing number 421.ED.01.B being the existing site plan submitted with the Application
"Planning Permission"	means the planning permission to be granted by the Council which is subject to this Deed and substantially in the form attached in draft hereto at Schedule 2 and provided that any discharge of condition(s) attached to the Planning Permission can be discharge individually in respect of each Eco-Dwelling (or more than one as the case may be)
"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete
"Self-Build/Custom Build Eco Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission and substantially meets the definition in the 2015 Act and complies so far as is reasonably practicable

	with the Design Standards, unless otherwise agreed with the Council (acting reasonably and such confirmation not to be unreasonably withheld or delayed)
"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/Custom Build Eco Dwelling that meets the definition in section 5(1) of the 2015 Act
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1 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.
- 2.2 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 interchangeably
- 2.4 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.
- 2.5 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 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 Owners 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 Owners.

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 8.2, 8.4 and 10 (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. THE OWNERS'S COVENANTS

- 5.1 The Owners covenant with the Council as set out herein

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants to comply with its obligations as set out herein.

7. NOTICES AND RECORD KEEPING

- 7.1 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.

- 7.2 The Owners shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

- 8.1 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.
- 8.2 On completion of this Deed, the Owners shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed
- 8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registerable as a local land charge by the Council.
- 8.5 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, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.6 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.
- 8.7 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 Owners) modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 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.
- 8.9 This Deed shall not be enforceable against:

- 8.9.1 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;
- 8.9.2 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;
- 8.9.3 any individual purchaser occupier or tenant of an individual Serviced Plot of Land
- 8.9.4 any mortgagee or chargee exercising their charge;
- 8.10 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.
- 8.11 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.

9. WAIVER

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

10. CHANGE OF OWNERSHIP

- 10.1 The Owners agree 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.

11. DISPUTE RESOLUTION

- 11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.

12. JURISDICTION

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

13. EXECUTION AND DELIVERY

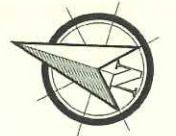
This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

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

SCHEDULE 1

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

The Land is known as land off James Road, Crowland being unregistered land the root of title being a Conveyance dated 7 March 1989 between (1) Welland Holiday Hire and Sales Centre Limited and (2) the Owners shown edged red for identification purposes only on the Plan.



Drain

Lake

Garden Centre

Drain

Drain

Do not scale directly from this drawing. All discrepancies are to be brought to the attention of the below office.
The copyright in this drawing is owned by Studio 11 Architecture

Handwritten signatures and notes:
AD Alcock
AD Alcock
13131



Handwritten signature: Phil Searge
AUTHORISED OFFICE

REVISED	DATE	DESCRIPTION
A	11.02.2018	ED
B	11.02.2018	ED
C	11.02.2018	ED
D	11.02.2018	ED
E	11.02.2018	ED
F	11.02.2018	ED
G	11.02.2018	ED
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W	11.02.2018	ED
X	11.02.2018	ED
Y	11.02.2018	ED
Z	11.02.2018	ED



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CLIENT AD, RM, JM & B Alcock

PROJECT Proposed Residential development
of self-build/ custom build homes at
James Road, Crowland.

DRAWING Existing Site Plan

DRAWN	PROJECT DESIGNER	PROJECT DIRECTOR
BCP	JMG	KB
DATE	SCALE	PAPER SIZE
29.01.2018	1:500	A1
DRAWING NUMBER	421 ED.01	

Working in partnership with Royal Chartered Architects & Survey Consultants

SCHEDULE 2
PLANNING PERMISSION

SCHEDULE 3 THE OWNERS' COVENANTS

The Owners covenant with the Council as follows:

1. To provide to the Council within 14 Working Days of the grant of the Planning Permission the contact details of the person who will liaise on behalf of the Owners with the Interested Parties in order to dispose of the Serviced Plot(s) of Land
2. To use reasonable endeavours to enter into a contract(s) with the Interested Parties to transfer each Self-Build/Custom Build Eco Dwelling as a Serviced Plot of Land until all such plots have been disposed of (unless otherwise agreed with the Council (not to be unreasonably withheld or delayed)
3. 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.
4. The transfer of the Self-Build/Custom Build Eco Dwelling as a Serviced Plot of Land shall contain inter alia the following clauses:
 - 4.1 a grant of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Self-Build/Custom Build Eco Dwelling;
 - 4.2 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
5. To keep the Council informed of its progress in negotiating the disposal of each of the Self-Build/Custom Build Eco Dwelling(s) as Serviced Plot(s) of Land to the Interested Parties on a half-yearly basis until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties.
6. All Self-Build/Custom Build Eco Dwellings must be constructed in accordance with the Design Standard for an Eco-Dwelling or to a standard agreed in writing with the Council (acting reasonably and not to be unreasonably withheld or delayed) however in the absence of such guidance or standards shall be

constructed to a standard agreed in writing with the Council the approval of the Council to the standards not to be unreasonably withheld or delayed.

7. Where contracts are exchanged with a purchaser of a Self-Build/Custom Build Eco Dwelling 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.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. SELF-BUILD/CUSTOM HOUSE BUILD ECO DWELLINGS

- 1.1 Within 2 (two) months of the grant of the Planning Permission to contact and inform Interested Parties on the Self-Build Register of the existence of the Planning Permission and the Council shall continue to contact and inform Interested Parties of the availability for sale of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).
- 1.2 To notify the Owners or such other nominated person of the contact details of the Interested Parties that have expressed an interest in acquiring a Serviced Plot of Land on the Development within 28 (twenty eight) Working Days of receipt of the expression of interest and the Council shall continue to notify the Owners of expressions of interest received in respect of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).

2. GENERAL

- 2.1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 2.2 At the written request of the Owners the Council shall provide written confirmation of the full or partial discharge of the obligations given for the benefit of the Council contained in this Deed when satisfied that such obligations have been performed.

The **COMMON SEAL** of **SOUTH
HOLLAND DISTRICT COUNCIL**

was hereunto affixed
in the presence of:-

Authorised Signatory
MARK STINSON



SIGNED as a **DEED** by
BRYAN ALCOCK

in the presence of:

Name of Witness MRS ANDREA ELIZABETH CAPES

Signature of witness

Address 8 JUBILEE WAY, CROWLAND, P'BORO, PE6 0JS

Occupation SHOP WORKER

SIGNED as a **DEED** by
JENNIFER MARY ALCOCK

in the presence of:

Name of Witness MRS ANDREA ELIZABETH CAPES

Signature of witness

Address 8 JUBILEE WAY, CROWLAND, P'BORO. PE6 0JS

Occupation SHOP WORKER.

SIGNED as a DEED by
ARTHUR DENIS ALCOCK

in the presence of:

AD Alcock
Name of Witness *ANDREA ELIZABETH CAPES*
Signature of witness *Alcock*
Address *8 JUBILEE WAY, CROWLAND, P' BORO, PE6 0JS*
Occupation *SHOP WORKER*

SIGNED as a DEED by
ROSEMARY MARGARET ALCOCK

in the presence of:

Matthew Gallow
Name of Witness
Signature of witness *Alcock*
Address *5 LUMBER DRIVE SPALDING PE11 1PT*
Occupation *Sales Manager*