

Dated

27th August

2025

- (1) South Holland District Council
and
(2) Steven Francis Kennally and Claire Kennally
and
(3) Barclays Security Trustee Limited

PLANNING OBLIGATION BY DEED

Section 106 of the Town and Country Planning Act 1990 (as amended)

**Relating to land at North View Fishing Lakes,
North Road, Gedney Hill, Spalding**

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

SHDC Reference: LD/H07-0967-24

Date

27th August

2025

Between

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE (the **Council**); and
- (2) **STEVEN FRANCIS KENNALLY** and **CLAIRE KENNALLY** of 77 North Road, Gedney Hill, Spalding, PE12 ONS (the **Owner**); and
- (3) Barclays Security Trustee Limited (Company Number 10825314) whose address for service is Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE (the **Lender**)

RECITALS

- A The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Development is situated;
- B Further to transfers dated 30th June 2025 the Owner is entitled to be registered as the freehold owner of the Site at the Land Registry under Title Numbers LL187427, LL247465, LL265329, LL288395 and LL354092
- C Part of the site is subject to a charge dated 30th June 2025 in favour of the Lender. The Lender has agreed to enter into this Deed to give its consent to the terms of this Deed.

1 DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended).
"Biodiversity Gain Plan"	means the plan submitted to, and approved by the Council, to satisfy the development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act.
"Biodiversity Gain Monitoring Fee"	means the sum of four thousand, one hundred and twenty pounds and fifty

	two pence (£4,120.52) Index Linked to be paid by the Owner to the Council under Clause 4 of this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Habitat Management Monitoring Plan.
"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 (Full) 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

"Commencement Date"	means the date upon which the Habitat Creation and Enhancement Works have commenced.
"Deed"	this deed
"Default Interest Rate"	4% per annum above the basic lending rate of the Council's bank.
"Development"	the development of the Site authorised by the Planning Permission for the stationing of 8 Lodges and 32 Static Caravans.
"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).
"Habitat Management and Monitoring Plan"	means the document titled 'Habitat Management and Monitoring Plan' as required as a condition of the Planning Permission and approved by the Council.
"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
"Indexation"	means indexed as set out in Clause 7 of this Deed

"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Plan 1"	means the site location plan with drawing number 817-14_FP_LP01 Rev A appended to this Deed at Schedule 1
"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Section 106 Monitoring Fee"	means the sum of four hundred and forty pounds (£440) towards the Council's costs of monitoring the obligations in this Deed
"Site"	means the land edged red on Plan 1

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to Clauses and Schedules are to the Clauses and Schedules of this Deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.16 This deed shall not be enforceable against statutory undertakers or tenants of individual commercial units.

2 LEGAL BASIS

- 2.1 This Deed is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 with intent that it creates planning obligations binding the Owner's interest in the Site.
- 2.2 No person shall be liable for any breach of any provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in relation to which the breach relates but without prejudice to its liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the

retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest for the purposes of this clause.

3 CONDITIONALITY

- 3.1 Subject to Clauses 3.2 and 3.3, this Deed is effective on the date hereof.
- 3.2 Clause 4 is effective from the date on which the Planning Permission is granted.
- 3.3 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 Owner) modified by any statutory procedure or expires before the Commencement of Development , in which case this Deed shall forthwith determine and cease to have effect but the Council will not be required to repay any monies to the Owner (to the extent that any such sums have been paid by them) which have been received and expended (or committed to be expended).

4 THE OWNER'S COVENANTS

- 4.1 The Owner covenants with the Council as follows:
 - 4.1.1 so as to bind the Site in accordance with the provisions of this Deed into whosoever hands the same may fall to comply with the obligations as set out in the Part One of the First Schedule
 - 4.1.2 not to encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
 - 4.1.3 that there are no interests (legal or equitable) required for the purposes of section 106 of the 1990 Act in the Site other than those detailed in this Deed; and
 - 4.1.4 that no part of the Site is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Site and for the habitat works and management required to achieve the target habitat,

which have not been disclosed in writing to the Council prior to the completion of this Deed.

5 COUNCIL'S COVENANTS

- 5.1 The Council covenants to use the Biodiversity Gain Monitoring Fee for no other purpose than the purpose of monitoring implementation and ongoing compliance of the Biodiversity Gain Plan
- 5.2 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council shall issue a written confirmation of that performance or discharge when satisfied that such obligations have been performed.
- 5.3 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 3.3, the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

6 THE COUNCIL'S COSTS

- 6.1 The Owner shall pay to the Council on or before the date of this deed:
 - (a) the Council's reasonable legal costs of £1,300 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed;
 - (b) the Section 106 Monitoring Fee; and
 - (b) the Biodiversity Gain Monitoring Fee.

7 INDEXATION

- 7.1 All financial contributions payable to the Council shall be Index Linked to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in herein divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.
- 7.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods

before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

8 LENDER'S CONSENT

8.1 The Lender consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Lender's interest in the Site

8.2 The Lender (or any future lender whose interest in the Site is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Lender is in possession of all or any part of the Site.

9 INTEREST ON LATE PAYMENT

9.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Interest. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10 CHANGE IN OWNERSHIP

10.1 The Owner agrees 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.

11 MISCELLANEOUS

11.1 The Owner shall pay to the Council the Council's reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Deed prior to the date of this Deed.

- 11.2 Where the agreement, approval, consent or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:
- (a) shall not be unreasonably withheld or delayed;
 - (b) shall be given in writing; and
- may be validly obtained only before the act or event to which it applies.
- 11.3 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 11.4 This Deed shall be deemed a Local Land Charge and will be registered as such by the Council.
- 11.5 The Parties do not intend any person to have the benefit of the Contract (Rights of Third Parties) Act 1999.
- 11.6 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 11.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.

12 WAIVER

- 12.1 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.

13 AGREEMENTS AND DECLARATIONS

- 13.1 The parties agree that:
- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

14 VALUE ADDED TAX ("VAT")

- 14.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).
- 14.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

15 SECTION 73 APPLICATIONS

- 15.1 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein **AND PROVIDED THAT** in the event that upon receipt of a relevant application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligation.

16 JURISDICTION

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

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

The **COMMON SEAL** of
SOUTH HOLLAND DISTRICT
COUNCIL was hereunto affixed
in the presence of:



Authorised Signatory:


Jason King

SIGNED as a **DEED** by
STEVEN FRANCIS KENNALLY
in the presence of:



Name of Witness
Signature of witness
Address
Occupation


Jenny Ball
1-3 York Row
Wisbech
Cambs PE13 1EA

SIGNED as a **DEED** by
CLAIRE KENNALLY
in the presence of:


Jenny Ball

1-3 York Row
Wisbech
Cambs PE13 1EA

Name of Witness
Signature of witness
Address
Occupation

EXECUTED as a Deed by Barclays Security Trustee Limited
acting by a director and its secretary or two directors

Signature of Director:

Name (IN BLOCK CAPITALS):

Signature of Director / Secretary:

Name (IN BLOCK CAPITALS):

[OR delete as appropriate]

EXECUTED as a Deed by Barclays Security Trustees Limited
acting by its attorney

Signature of attorney:



Name (IN BLOCK CAPITALS): *MR TARWINDER JANA*

in the presence of:

Signature of witness:



Name (IN BLOCK CAPITALS):

CONRAD PREISS

Address:

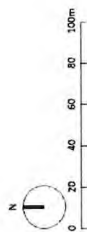
Barclays Security Trustee Limited
Business Lending Services, PO Box 16276, One Snowhill,
Snowhill Queensway Birmingham, B2 7

QCC	
TA	Initials
	Date

SCHEDULE 1
PLAN

Notes

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Patents Act 1988 have been asserted.
Ordnance Survey Map
© Crown Copyright. OS Licence No: AR 100010613.



Rev	Description	Date
A	Red line revised to include BNG area	03.04.25

rdc
Robert Doughty
Consultancy

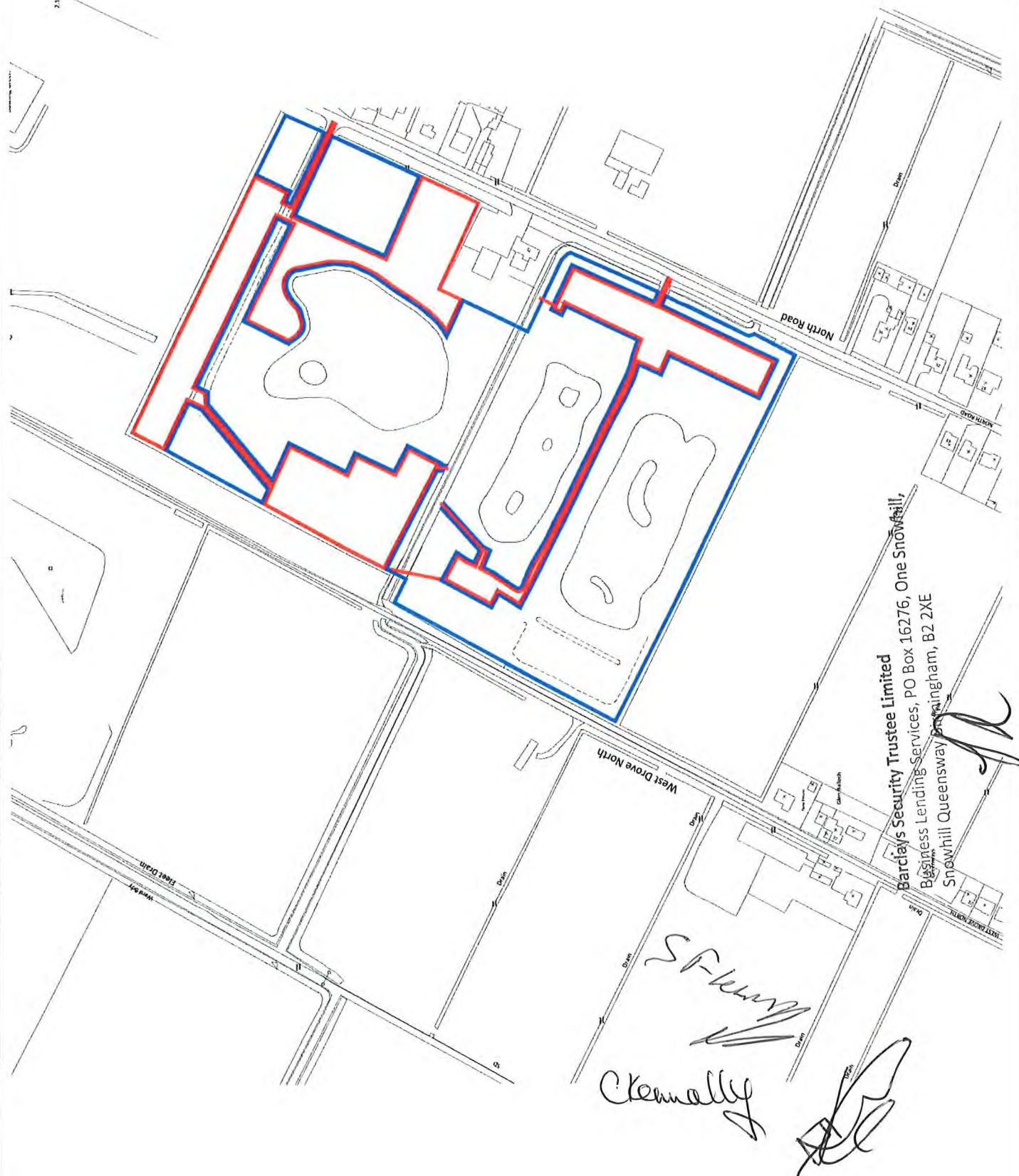
32 High Street, Helpingsham
Sleaford, Lincolnshire, NG34 0RA
Tel: 01529 421646
Email: admin@rdc-landplan.co.uk
Web: www.rdc-landplan.co.uk

Client
Steve Kennally

Project
Lodge & Static Caravan Development
North View Lakes

Drawing
Location Plan

Scale @ A3	Date	Checked By	Purpose of Issue
1: 2500	15/11/24	LMS	Planning
Drawn By	Job Number	Status	
WW	817-14	PP	
Drawing No.			Rev
817-14_FP_LP01			A



Barclays Security Trustee Limited
Business Lending Services, PO Box 16276, One Snowhill,
Snowhill Queensway Birmingham, B2 2XE

SCHEDULE 2

THE OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1. To implement and complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan by no later than 12 months from the date of Commencement of Development ("the Habitat Creation and Enhancement Works Completion Date") and to:
 - 1.1 for a period of no less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date to either:
 - 1.1.1 manage and maintain the Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan; or
 - 1.1.2 to procure such the management and maintenance of the Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan;

and to continue to do so for as long as this Agreement is in effect ensuring that there is a competent manager of the Site at all times throughout this period.
2. to allow access to the Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this Deed
3. **Management Plan Monitoring Reports**
 - 3.1 to provide Management Plan Monitoring Reports to the Council at the frequency as set out in the definition of the same from the first anniversary of the Habitat Creation and Enhancement Works Completion Date or in accordance with such other timescale and frequency as shall be set out in the Habitat Management and Monitoring Plan or agreed in writing with the

Council;

- 3.2 to review each Management Plan Monitoring Report with the Council and if the Council (acting reasonably) is of the view that that Management Plan Monitoring Report indicates that the Habitat Management and Monitoring Plan is not being complied with it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8) weeks of the review.
- 3.3 Following receipt of any written notice from the Council pursuant to paragraph 3.2 above, to submit Biodiversity Net Gain Management and Monitoring remedial measures that are designed to ensure the aims of the Habitat Management and Monitoring Plan can be met to the Council for approval including such further revisions as are reasonably required by the Council until such time as the Habitat Management and Monitoring Plan remedial measures are approved in writing by the Council **PROVIDED THAT** the Owner shall implement the approved Habitat Management and Monitoring Plan remedial measures as soon as reasonably practicable after they have been approved by the Council.