Dated 16 FEBRUARY **2023**

(1) South Holland District Council

and

(2) Loosegate Developments Limited

and

(3) Lendinvest Security Trustees Limited

and

(4) Susan Ann Pratt and Janet Haresign

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

Relating to land on the south side of Wignals Gate, Holbeach, Spalding

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

SHDC Reference: LD/H09-0365-22

Date 16 FEBRUARY 2023

BETWEEN

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

(2) **LOOSEGATE DEVELOPMENTS LIMITED** (Company Registration number 10809941) of Browns Yard, Seas End Road, Moulton Loosegate, Spalding, PE12 6JX ("the Owner");

(3) **LENDINVEST SECURITY TRUSTEES LIMITED** (Company Registration Number 08743617) of 8 Mortimer Street, London, W1T 3JJ ("the Mortgagee"); and

(4) **SUSAN ANN PRATT** of 34 Cranmore Lane, Holbeach, Spalding, PE12 7HT and **JANET HARESIGN** of 37 Wignals Gate, Holbeach, Spalding, PE12 7HL ("the Chargees")

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 registered under title number LL387705.

(C) The Mortgagee is the registered proprietor of the registered charge dated 8 May 2019 at entry number 5 of the charges register of Title Number LL387705 and a second charged dated 6 May 2021 ~~pending registration at the Land Registry against~~ at entry number 18 of the charges register of title number LL387705

(D) The Chargees are the registered proprietor of the registered charge dated 30 November 2018 at entry number 3 of the charges register of Title Number LL387705

(E) The Owner has via his agents applied to the Council for planning permission for the Land under reference H09-0356-22 for residential development for two (2) additional Dwellings (plots 78 and 79) and various amendments to configurations on the Existing Land approved under the Existing Obligation.

(F) The Council resolved on 20 July 2022 to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for this Development would be refused.

(G) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

(H) 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).

(I) The parties agree that this Deed supersedes and replaces the Existing Obligation only in so far as it relates to the Education Contribution and the Health Care Facilities Contribution. The Council is willing to release and discharge the Existing Obligation in relation to the Education Contribution and the Health Care Facilities Contribution in accordance with the covenants and conditions contained or referred to in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"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 H09-0356-22
"Chargee"	means a 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 chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving

	title through such mortgagee or chargee or Receiver
"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
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Deed"	means this deed
"Development"	means the residential development of the Land for 2 Dwellings, pursuant to the Planning Permission
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission

"Education Authority"	means the Local Education Authority for the area within which the land is situated.
"Education Contribution"	means a contribution of two hundred and forty thousand seven hundred and fifty two pounds (£240,752) which arises out of the need to provide secondary and sixth form places as a consequence of the Development and the contribution shall be used towards education provision in Holbeach Secondary Planning area.
"Existing Development"	means the residential development of the Existing Land for 77 Dwellings, pursuant to the Existing Planning Permission
"Existing Land"	means the land as described in Schedule 1 and shown edged blue on the Plan against which this Deed may be enforced
"Existing Obligation"	means the planning obligations contained in the Section 106 Agreement dated 14 August 2019 made between (1) the Council and (2) the Chargees as varied by a Deed of Variation dated 24 February 2020 made between the parties and further varied by a second Deed of Variation dated 13 October 2021 made between the parties in respect of planning applications H09-0326-17, H09-1178-19 and H09-0059-21
"Existing Planning Permission"	means the outline planning permission granted pursuant to planning application H09-0326-17 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Health Care Facilities Contribution"	means a contribution of thirty five thousand five hundred and eight pounds (£35,508) which shall be used towards extending

	Littlebury Medical Centre or upgrade to existing clinical rooms and redevelop areas into more clinical space to accommodate the additional staffing requirements.
"Health Care Provider"	means the relevant regional health care provider for Lincolnshire Integrated Care Board
"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 14 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan"	means the plan attached to this Deed labelled as drawing number 071605 PD501 Rev P1 being the location plan submitted with the Application

"Planning Permission"	means the Existing Planning Permission and 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
"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.
"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 under this Deed are planning obligations pursuant to Section 106 of the Act and may be enforced by the Council.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8, 9.3 and 13 (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 OWNER'S COVENANTS

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

8. THE COUNCIL'S COSTS

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

(a) the Council's reasonable legal costs of £1,000 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

(b) the sum of £1,500 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

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

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

9.3 This Deed shall be 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 owners occupiers or tenants of Dwellings nor against those deriving title from them;

9.8.2 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;

9.8.3 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;

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. MORTGAGEE'S CONSENT

10.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes

possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

11. CHARGEE'S CONSENT

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

12. WAIVER

12.1 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.

13. CHANGE OF OWNERSHIP

13.1 The Owner agrees with the Council to give the Council immediate 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 **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

14. INDEXATION

14.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three and Four 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.

15. INTEREST

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

16. VAT

16.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

17. DISPUTE RESOLUTION

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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 (40) Working Days after appointment.

17.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) 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.

18. SECTION 73 APPLICATIONS

18.1 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.

19. JURISDICTION

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

20. EXECUTION AND DELIVERY

20.1 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.

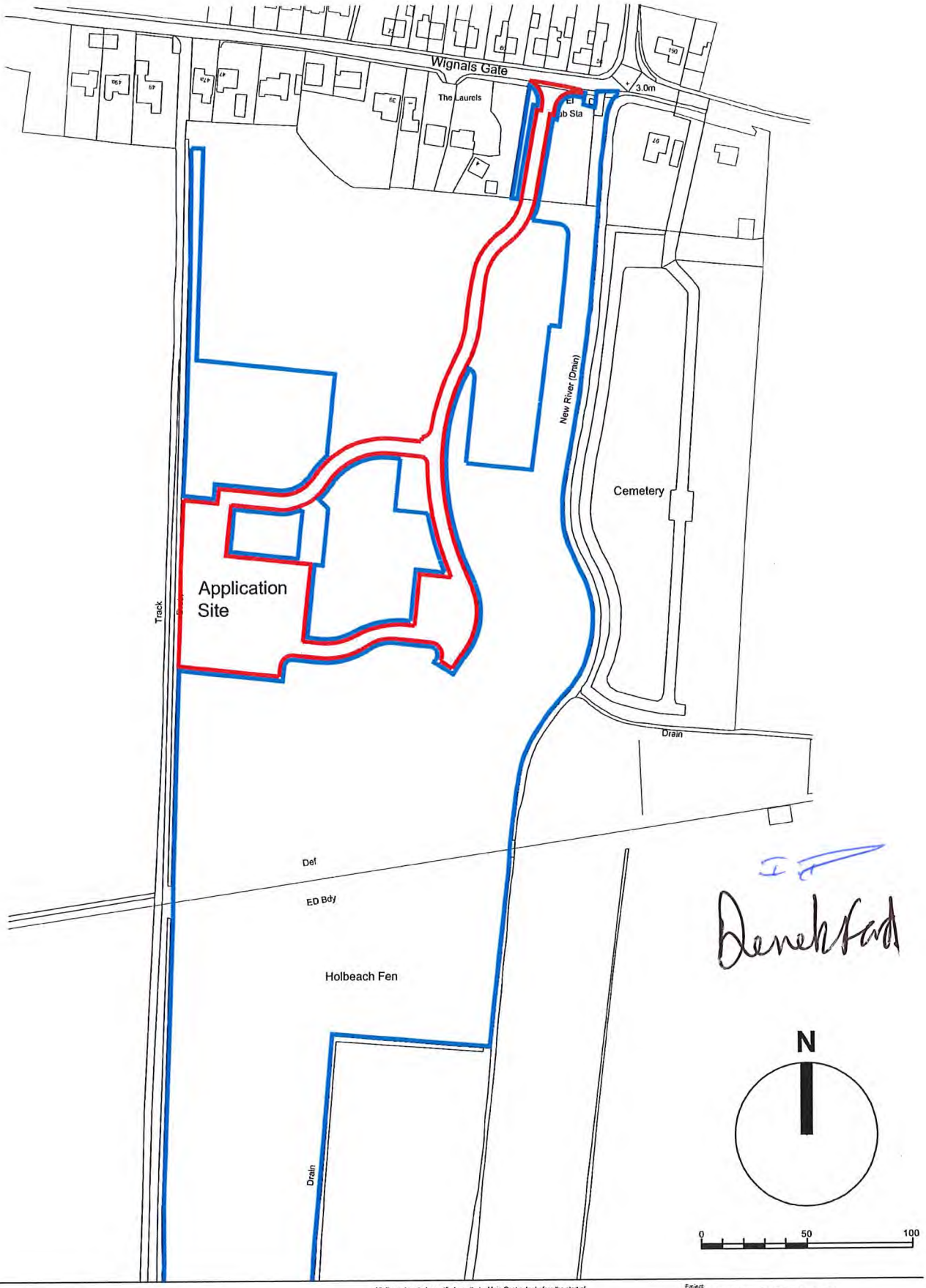
SCHEDULE 1

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

(2 additional Dwellings) and the Existing Land (77 existing Dwellings) IT

The Land is known as land on the south side of Wignals Gate, Holbeach, Spalding and falling within Title Number LL387705 shown, for identification purposes only, edged red and blue on the Plan.

respectively. IT



Denehford

ANDREW M WRIGHT LTD

CHARTERED ARCHITECT

26 Joys Bank, Holbeach St Johns, Spalding, Lincs, PE12 8SD
Telephone: 01406 540573 Mobile: 07940 914778

All dimensions to be verified on site by Main Contractor before the start of any shop drawings or work whatsoever either on their own behalf or that of sub-contractors.

Report any discrepancies to the Contract Administrator at once.

This drawing is to be read with all relevant Architect's and Engineer's drawings and other relevant information.

Andrew M Wright Ltd. Registered in England & Wales No. 9399024. Registered office: 22 Church Street, Holbeach, Spalding, Lincs. PE12 7LL

Revision:	Date:	Description:	Drw:	Chk:
P1	04.04.22	Planning Issue	-	-
D1	01.01.22	Draft Issue	-	-

Project:
Residential Development
Wignals Gate
Holbeach
Lincs

Drawing Title:
Location Plan

Client:
Loosegate Developments Ltd

Drawn:	Checked:	Date:	Scale:	Paper Size:
AMW	AMW	01.03.22	1:2500	A4

Job No.:	Dwg No.:	Stage:	Revision:
071605	PD501	Planning	P1

SCHEDULE 2
PLANNING PERMISSION

Andrew M Wright Ltd
26 Joys Bank
Holbeach St Johns
Spalding
Lincolnshire
PE12 8SD

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H09-0365-22 **Date of Decision:**

Applicant: Loosegate Developments Ltd.
Seas End Road
Moulton Seas End
Spalding
PE12 6JX

Location: Wignals Gate Holbeach Spalding

Description: Erection of 2 dwellings (Plots 78 & 79), reconfiguration of Plots 75, 76 & 77, reconfiguration of highway turning head and design amendment to Plot 71

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

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

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

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Application Form
ALS7518/1250/04
PD501 P1
PD502 P1
PD503 P1
PD504 P1

PD505 P1
PD506 P1
PD507 P1
PD601 P1
PD602 P1
PD603 P1
22-163-10 Rev P3
Design and Access Statement, document reference: DAS501 (P1), dated March 2022
Flood Risk Assessment, prepared by Ellingham Consulting Ltd, dated April 2022
Heritage Statement, prepared by Paul Cope-Faulkner BA (Hons) ACIfA, dated March 2022
Surface and Foul Water Drainage Strategy, Revision A, prepared by Shields Wilson, dated March 2022

Reason: For the avoidance of doubt and in the interests of proper planning.

3 The water consumption of each dwelling hereby permitted should not exceed the requirement of 110 litres per person per day (as set out as the optional requirement in Part G of the Building Regulations 2010 and the South East Lincolnshire Local Plan, 2019). The person carrying out the work must inform the Building Control Body that this duty applies. A notice confirming the requirement for the water consumption has been met shall be submitted to the Building Control Body and Local Planning Authority, no later than five days after the completion of each individual dwelling.

Reason: To protect the quality and quantity of water resources available to the district.
This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

4 Finished floor levels shall be set 0.5m (single storey) and 0.3m (two storey) above average ground levels with 0.3m of flood resilient construction above finished floor level in accordance with details to be submitted to and approved in writing by the Local Planning Authority or, in accordance with a flood risk assessment to be submitted to and approved in writing by the Local Planning Authority.

Note: Where levels are raised above existing ground levels, the submission shall be supported by cross-sectional drawings showing the relationship with adjoining uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding and to protect surrounding amenity.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

5 The development hereby permitted shall be carried out in accordance with the measures set out in the submitted Surface and Foul Water Drainage Strategy forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development does not increase the risk of flooding or be at

DC_DRAFT_DECISION - ODB:951

risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

6 Three swift nest bricks shall be incorporated within the external walls of the dwellings hereby approved and shall be retained thereafter.

Reason: In the interests of biodiversity.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

Notes:

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

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

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 dated ***** and can only be implemented as a consequence of meeting the provisions of that Agreement

Phil Norman
Head of Planning
South Holland District Council

16th November 2022

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

SCHEDULE 3
(THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

1. EDUCATION CONTRIBUTION

1.1 Not to Occupy or permit the Occupation of more than 75% of the total Dwellings being delivered across the Development and the Existing Development unless and until the Education Contribution has been paid to the Council in full.

2. HEALTHCARE FACILITIES CONTRIBUTION

2.1 Not to Occupy or permit the Occupation of more than 50% of the total Dwellings being delivered across the Development and the Existing Development unless and until the Healthcare Facilities Contribution has been paid to the Council in full.

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. EDUCATION CONTRIBUTION

1.1 To notify the Education Authority within 10 working days of receipt of the Education Contribution that the Council is in receipt of the Education Contribution.

1.2 To pay the Education Contribution to the Education Authority upon receipt of a document from the Education Authority confirming that they will:

1.2.1 apply the Education Contribution towards education provision in the Holbeach Secondary Planning area, the need of which arises from the Development and for no other purposes whatsoever.

1.2.2 return any unspent part of the Education Contribution to the Council after the expiry of 10 years from the date of receipt of the Education Contribution.

1.3 to pay to the Owner any unspent monies received by them pursuant to paragraph 1.2.2 within 28 days of receipt from the Education Authority or if such sum is not then paid to the Education Authority then to repay to the Owner within 10 years of receipt by the Council of the Education Contribution.

2. HEALTH CARE FACILITIES CONTRIBUTION

2.1 To notify the Health Care Provider within 10 working days of receipt of the Health Care Facilities Contribution that the Council is in receipt of the Health Care Facilities Contribution.

2.2 To pay the Health Care Facilities Contribution to the Health Care Provider upon receipt of a document from the Health Care Provider that they will:

2.2.1 apply the Health Care Facilities Contribution for the purposes of extending Littlebury Medical Centre or upgrade to existing clinical rooms and redevelop areas into more clinical space to accommodate the additional staffing requirements, the need of which arises from the Development and for no other purposes whatsoever; and

2.2.2 return any unspent part of the Health Care Facilities Contribution to the Council after the expiry of 10 years from the date of receipt of the Health Care Facilities Contribution.

2.3 To pay to the Owner any unspent monies received by them pursuant to 2.2.2 within 28 days of receipt from the Health Care Provider or if such sum is not then paid to the Health Care Provider then to repay to the Owner within 10 years of receipt by the Council of the Health Care Facilities Contribution.

3. GENERAL

3.1 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.

3.2 At the written request of the Owner 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.

4. RELEASE OF EXISTING OBLIGATION

4.1 That immediately upon execution of this Deed by the parties to release and discharge the planning obligations relating to the Education Contribution and the Health Care Facilities Contribution set out in the Existing Obligation.

4.2 To remove references to the Education Contribution and the Health Care Facilities Contribution contained in the Existing Obligation from the register of local land charges.

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



Authorised Signatory

SAMANTHA KNOWLES
ASSISTANT DIRECTOR FINANCE

SIGNED as a **DEED** by **LOOSEGATE DEVELOPMENTS LIMITED** acting by a Director ~~and its Secretary or two Directors~~:
In the presence of:

~~Director~~

~~Secretary/Director~~

Peter Burns
Solicitor
Mossop & Bowser
Abbots Manor, 10 Spalding Road
Holbeach Lincs PE12 7LP

EXECUTED as a **DEED** by **LENDINVEST SECURITY TRUSTEES LIMITED** acting by its Attorney

in the presence of:

Name of Witness GRAHAM NOONAN
Signature of witness
Address Two Fitzroy Place, 8 Mortimer Street, London W1T 3JJ
Occupation Portfolio Manager - Development.

SIGNED as a **DEED** by
SUSAN ANN PRATT S A Pratt
in the presence of:

Name of Witness F J TROTMAN
Signature of witness
Address THE OLD RAVENS CLOUGH PUB PE12 6SL
Occupation ACCUPUNCTURIST

SIGNED as a **DEED** by
JANET HARESIGN J. M. Haresign
in the presence of:

Name of Witness F J TROTMAN
Signature of witness
Address THE OLD RAVENS CLOUGH PUB PE12 6SL
Occupation ACCUPUNCTURIST