Dated Sunday 13th Nov 2022

FROM: MALCOLM PAUL GREGORY and ANN ELIZABETH GREGORY

TO: SOUTH HOLLAND DISTRICT COUNCIL

UNILATERAL UNDERTAKING

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

Relating to 90 Boston Road South, Holbeach, Spalding PE12 7LZ

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

Reference: H09-0765-22

This Undertaking is made as a Deed dated 13th Nov. 2022 and is given by:-

PARTIES:

(1) **MALCOLM PAUL GREGORY** and **ANN ELIZABETH GREGORY** of 90 Boston Road South, Holbeach, Spalding, PE12 7LZ ("the Owner")

TO

(2) **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 Property is situated and is the authority by which the planning obligations contained herein are enforceable.

(B) The Owner is the freehold owner of that part of the Property registered at HM Land Registry under Title Number LL96566.

(C) The Application has been submitted to the Council and the Council has resolved to grant the Certificate subject to completion of this Undertaking.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"the Act"	means the Town and Country Planning Act 1990 (as amended)

"Application"	means the application for a certificate of lawfulness of proposed use or development submitted to the Council to which the Council has allocated reference number H09-0765-22
"Certificate"	means the lawful development certificate to be granted by the Council for the use of the Property for the sale of bric-a-brac on a charitable basis for no more than three days a week between the hours of 10.00am and 4.00pm excluding Sundays and Bank Holidays in accordance with the Application.
"Deed"	means this deed
"Permitted Day"	means a day other than a Sunday or public or bank holiday in England
"Permitted Hours"	means the hours of 10:00 to 16:00
"Planning Obligations"	means those planning obligations listed at Schedule 2 being planning obligations for the purposes of section 106 of the Act.
"Plan 1"	means the plan attached to this Deed being the title plan for the Property and marked Plan 1
"Plan 2"	means the plan attached to this Deed and marked Plan 2
"Plan 3"	means the plan attached to this Deed and marked Plan 3
"Property"	means 90 Boston Road South, Holbeach as comprised in Title Number LL96566 as shown edged red on the Plan 1
"Sales"	means the set-up, display and sale and removal of goods

"Sales Area"	means the area shown hatched green on Plan 2
"Storage Area"	means the place where items and goods may be kept when not for Sale being the area shown marked hatched black on Plan 3
"Week"	means Monday to Sunday inclusive

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings 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 Property or any part thereof and in the case of the Council, successors to its functions

2.8 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

2.9 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

3. LEGAL BASIS

3.1 This Deed is entered into as a unilateral undertaking and is a planning obligation for the purposes of Section 106 of the Act with the intent that the covenants and obligations shall run with the Property

3.2 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council as local planning authority against the Owner.

4. CONDITIONALITY

4.1 The obligations in this Deed are unless otherwise specified conditional on the grant of the Certificate by the Council

5. THE OWNER'S COVENANTS

5.1 The Owner hereby covenants to observe and perform the Planning Obligations as set out in this Deed

6. MISCELLANEOUS

6.1 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.

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

6.3 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.

6.4 Wherever the express "the Owner" includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several.

7. NOTICES

7.1 Any notice served pursuant to this Deed shall be deemed to be properly served if delivered by hand or sent by recorded or special delivery to the above addresses of the relevant party or other such address as may be notified by one party to the other party from time to time.

8. LOCAL LAND CHARGE

8.1 This Deed is a local land charge and shall be registered as such by the Council as soon as reasonably practicable

9. WAIVER

9.1 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 of for acting upon any subsequent breach or default

10. JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the laws of England

11. EXECUTION AND DELIVERY

11.1 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.

EXECUTED as a **DEED** by
MALCOLM PAUL GREGORY
in the presence of:



Witness Signature:
Name: CHRIS BACK
Address: 45 TOLLS LANE, HOLBEACH PE12 7PR
Occupation: ANTIQUE DEALER

EXECUTED as a **DEED** by
ANN ELIZABETH GREGORY
in the presence of:

Witness Signature:
Name: CHRIS BACK
Address: 45 TOLLS LANE, HOLBEACH PE12 7PR
Occupation: ANTIQUE DEALER

SCHEDULE 1

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

The Property is known as 90 Boston Road South, Holbeach Spalding and falling within Title Number LL96566 and shown edged red, for identification purposes only, on the Plan 1.

SCHEDULE 2
THE OWNER'S COVENANTS

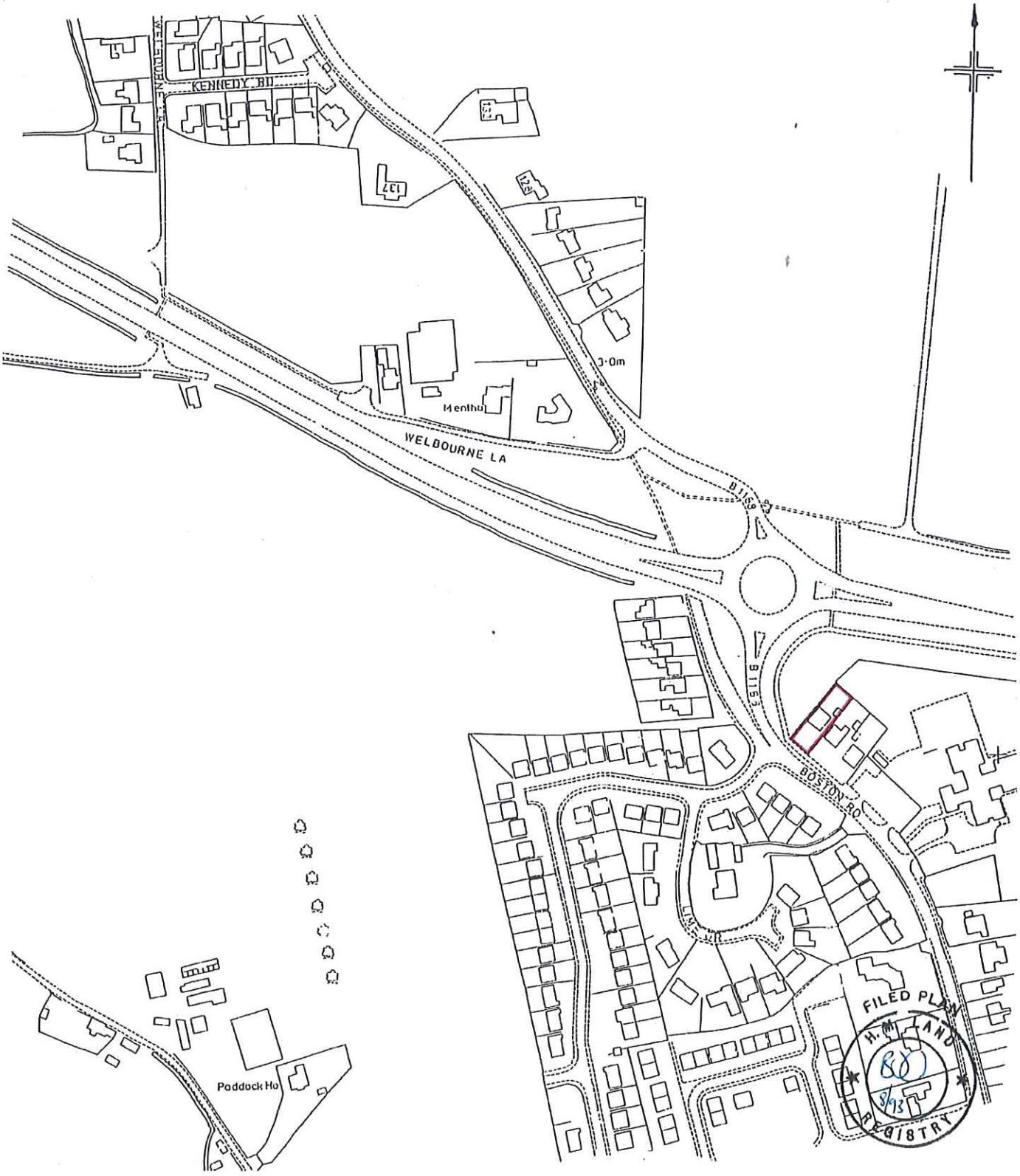
The Owner covenants with the Council as follows:

1. Not to use the Property for Sales except in the Sales Area (which for the avoidance of doubt is shown hatched green on Plan 2)
2. Not to use any part of the Property for Sales except in the Sales Area for more than three days a week
3. Not to use any part of the Property for Sales except in the Sales Area and except during the Permitted Hours on a Permitted Day
4. To keep goods related to the Sales in the Storage Area outside the Permitted Hours on the Permitted Days with the gates closed except in order to gain access to the Property and not to keep such items or goods in any other areas of the Property outside the Permitted Hours on the Permitted Days

PLAN 1

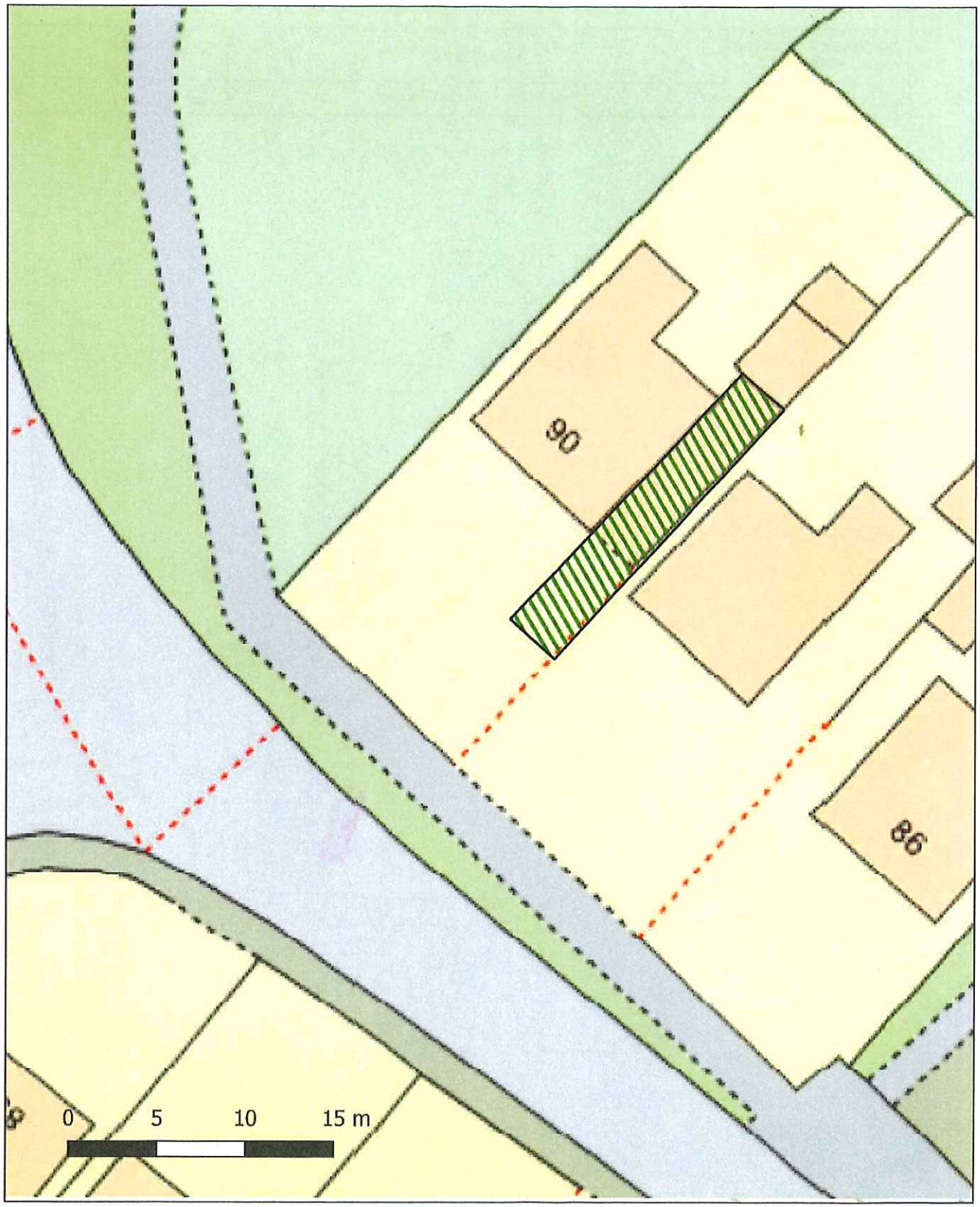
H.M. LAND REGISTRY	TITLE NUMBER
	LL96566

ORDNANCE SURVEY PLAN REFERENCE	TF3525	Scale 1/2500
COUNTY LINCOLNSHIRE	DISTRICT SOUTH HOLLAND	© Crown copyright



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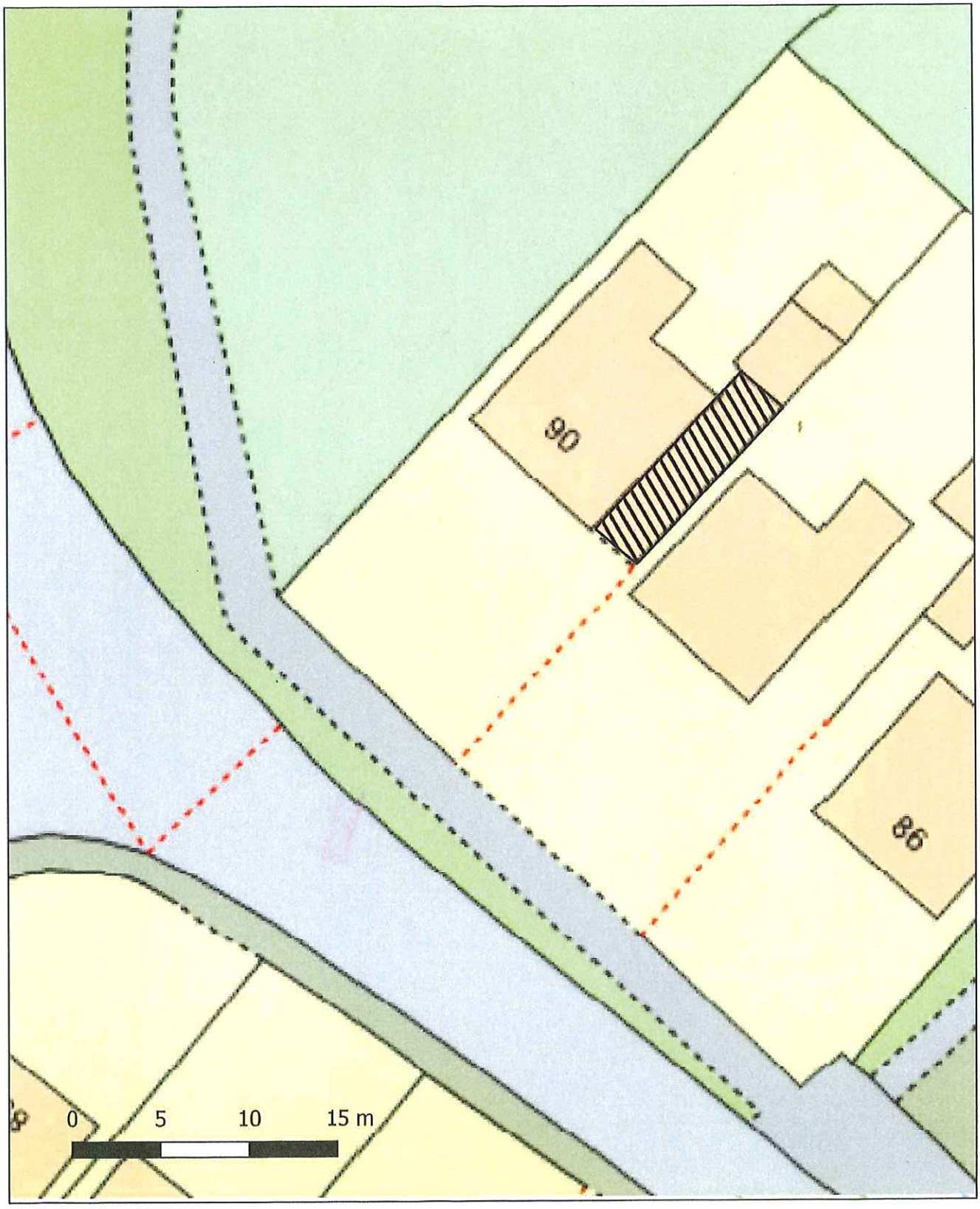
PLAN 2



Attribution:

18-10-2022

PLAN 3



Attribution:

18-10-2022