Dated 16 October **2023**

Alcan Properties Limited

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

In favour of
South Holland District Council

Relating to land north of the B1173 Barrier Bank and West of A16, Spalding known as Lincoln Gateway, Spalding

THIS UNILATERAL PLANNING OBLIGATION is made this 16th day of October 2023 and is given

By **ALCAN PROPERTIES LIMITED** (Company Registration No. 13892126) of Barnes Roffe LLP, Leytonstone House, Leytonstone, London, E11 1GA ("the Owner")

In favour of **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 registered under title number LL419651 Further to completion of a transfer dated 16 January 2023 and made between (1) Ashley King (Developments) Limited and (2) the Owner is entitled to be registered as the legal freehold owner of the land and an application has been made to HM Land Registry to enable such registration to take place and has been allocated title number LL419651.

(C) The Owner has applied to the Council for outline planning permission for the Land under reference H16-0521-23 for the erection of buildings to comprise up to 70,000 square metres (Gross Internal Area) of Class B8 (storage or distribution) floorspace to include ancillary Class E(g) (office) floorspace and provision of associated infrastructure including utilising existing vehicular access from B1173 with means of access to be considered.

(D) To facilitate the Development the Owner has agreed to enter into this Deed in order to secure the provisions of the Traffic Regulation Order Contribution.

(E) The Owner enters into this Deed in order to create planning obligation pursuant to Section 106 of the Act in respect of the Owner's interest in the Land and (subject to Clause 3 of this Deed) the Owner agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations herein contained in the terms of this Deed.

(F) It is declared that the planning obligation contained in this Deed is necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

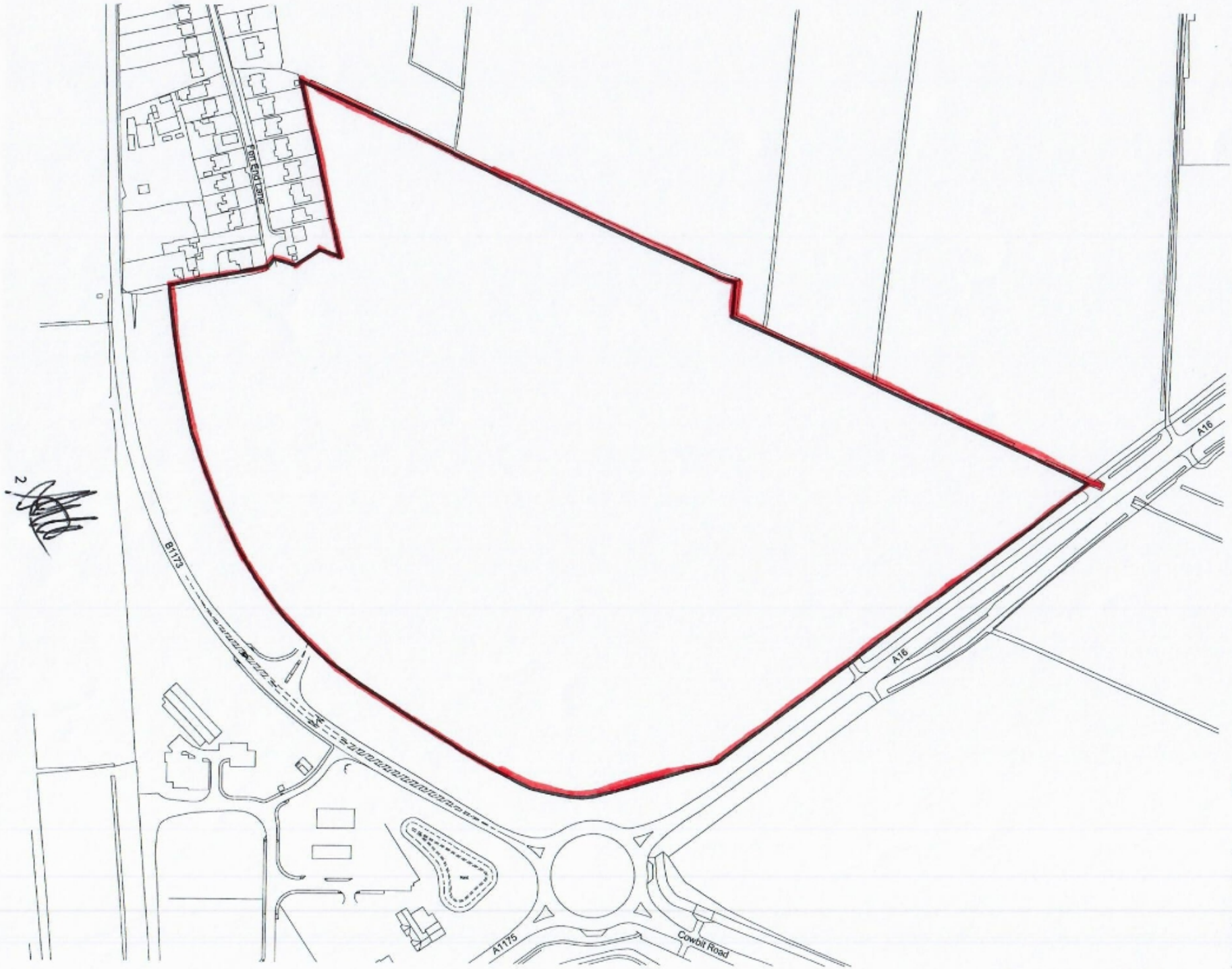
NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"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 H16-0521-23
"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
"Development"	means the residential development of the Land for Erection of buildings to comprise up to 70,000 square metres (Gross Internal Area) of Class B8 (storage or distribution) floorspace to include ancillary Class E(g) (office) floorspace and provision of associated infrastructure including utilising existing vehicular access from B1173. Outline with means of access to be considered pursuant to the Planning Permission
"Highway Authority"	means Lincolnshire County Council acting as the highway authority for the area within which the Land is situated.
"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 12 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



- Dimensions are in millimetres, unless stated otherwise.
- Scaling of this drawing is not recommended.
- It is the recipients responsibility to print this document to the correct scale.
- All relevant drawings and specifications should be read in conjunction with this drawing.

N

Planning Application Boundary
46.4 hectares (114.62 acres)

P01 Initial Issue — RS DBB 24.04.22

rev | amendments | by | chkd | date

Lincs Gateway, Spalding, Lincolnshire

Site Location Plan

Information Container LOD	LOD 100

Alcan Properties Ltd

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RIBA PoW Stage	1 - Preparation & Brief
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22119 - UMC - XXXX - SI - DR - A	0001 — P03

25m — SCALE 1:1250

"Plan"	means the plan attached to this Deed labelled as drawing number 0501 (Revision P03) being the site location plan submitted with the Application
"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 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Traffic Regulation Order Contribution"	means the sum of four thousand five hundred pounds (£4,500) towards the Highway Authority's legal and administrative costs of investigating whether a traffic regulation order to reduce the speed of vehicles on the B1173 Cowbit Road would be beneficial
"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 covenant, restrictions and obligation 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 obligation contained herein is conditional upon:

(a) the grant of Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 7.3 and 8 (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. NOTICES AND RECORD KEEPING

6.1 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.

6.2 The Owner shall serve the Commencement Notice upon the Council at least ten 10 Working Days prior to the Commencement of the Development.

7. MISCELLANEOUS

7.1 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.

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

7.3 This Deed shall be registerable as a local land charge by the Council.

7.4 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.

7.5 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.

7.6 No person shall be liable for any breach of the planning obligation 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.

7.7 This Deed shall not be enforceable against:

7.7.1 owners occupiers or tenants of buildings nor against those deriving title from them;

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

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

7.7.4 mortgagee or chargee unless the mortgagee or chargee comes into possession of the whole or any part of the Land

7.8 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.

8. CHANGE OF OWNERSHIP

8.1 The Owner covenants to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before the obligation under this Deed has been discharged such notice to give details of the transferee's name and address together with details of the part of the Land disposed of

9. INDEXATION

9.1 The sum referred to in the Schedule shall be linked to the Index to the intent that the actual amount to be paid shall be the amount of the relevant payment as set out in the Schedule 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.

10. INTEREST

10.1 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.

11. JURISDICTION

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

12. EXECUTION AND DELIVERY

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

IN WITNESS whereof the Owner has executed this Deed on the day and year first before written.

SIGNED as a **DEED** by
ALCAN PROPERTIES LIMITED
acting by one Director



In the presence of:
Name of Witness: Mrs Judith White
Address of Witness: Three Tunnys., Boxbury Hill, Paulton, Bristol BS39 7SN
Occupation of Witness: Florist

SCHEDULE 1

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

The Land is known as The Lincoln Gateway site and is situated north of the B1173 Barrier Bank and west of the A16, Spalding and shown, for identification purposes, edged red on the Plan.

SCHEDULE 2

(THE OWNER'S COVENANT)

The Owner covenants as follows:

1. TRAFFIC REGULATION ORDER CONTRIBUTION

1.1 Prior to Commencement of Development to pay in full to the Council the Traffic Regulation Order Contribution **PROVIDED THAT** payment of the Traffic Regulation Order Contribution is made to the Highway Authority for the purposes specified in this Deed