Dated 1st October 2026

(1) South Holland District Council

and

(2) Matthijs Nieburg and Patricia Ann Neiburg

DEED OF RELEASE
Section 106 of the Town and Country Planning Act 1990

Relating to a Section 106 Agreement at
Ventura, Horseshoe Road, Spalding, PE11 3BE

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

SHDC Reference: LD/H16-1037-25

Date 1st October 2026

BETWEEN

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

(2) **MATTHIJS NIEBURG** and **PATRICIA ANN NIEBURG** of Ventura, Horseshoe Road, Spalding, PE11 3BE ("the Owner")

INTRODUCTION

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and is the local planning authority by who a planning obligation is enforceable.

(B) The Owner is the freehold owner of the Land registered under title number LL133109 and LL98801.

(C) On 11 March 1994 the Owner and Derek Thomas Ball entered into the Existing Obligation with the Council.

(D) The Owner have submitted a request to the Council that the Existing Obligation be discharged. The Council is willing to release and discharge the Land from the Existing Obligation 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:

"1990 Act"	means the Town and Country Planning Act 1990 as amended
"Deed"	means this deed
"Existing Obligation"	means the planning obligation dated 11 March 1994 made between (1) the Council, (2) Matthijs Nieburg and Patricia Ann Nieburg and (3) Derek Thomas Ball relating

	to Ventura, Horseshoe Road, Spalding in respect of planning application H16-0780-93
"Land"	means the property and land known as Ventura, Horseshoe Road, Spalding and registered at HM Land Registry under title numbers LL133109 and LL98801

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 1990 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.

4. THE COUNCIL'S COVENANTS

4.1 The Council covenants with the Owner that immediately upon execution of this Deed by the parties to release and discharge the planning obligations referred to in the Second Schedule of the Existing Obligation in relation to the Land.

4.2 The Council covenants to remove all reference to the Existing Obligation from the register of local land charges in respect of the Land.

5. THE COUNCIL'S COSTS

5.1 The Owner shall pay to the Council on or before completion of this Deed the Council's reasonable legal costs of seven hundred and five pounds (£705) together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed.

6. MISCELLANEOUS

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

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.

7. DISPUTE RESOLUTION

7.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

(a) the tribunal shall consist of one arbitrator appointed jointly by the parties;

(b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Law Society;

(c) the costs of the arbitration shall be payable by the parties in the

proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

8. JURISDICTION

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

9 EXECUTION AND DELIVERY

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

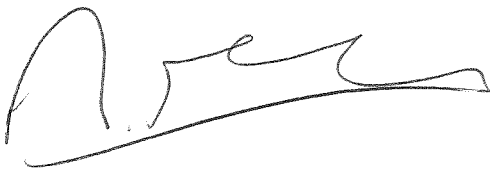
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

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

135326

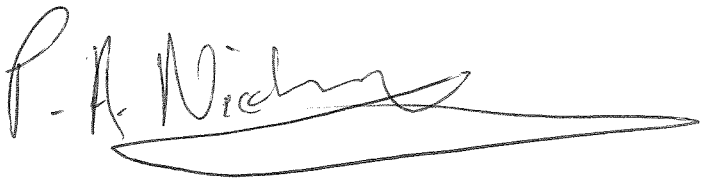
Authorised Signatory Jason King
Executive Director - Communities

SIGNED as a **DEED** by
MATTHIJS NIEBURG
in the presence of:



Name of Witness CHARLOTTE CHRISTIAN
Signature of witness C A Christian
Address MARSHALL FARM, HOLLANDS CHASE WEST PINCHBECK PE11 3QD
Occupation OFFICE ADMINISTRATOR

SIGNED as a **DEED** by
PATRICIA ANN NIEBURG
in the presence of:



Name of Witness CHARLOTTE CHRISTIAN
Signature of witness C A Christian
Address MARSHALL FARM, HOLLANDS CHASE WEST PINCHBECK PE11 3QD
Occupation OFFICE ADMINISTRATOR