

DATED

2023

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990
RELATING TO LAND ON THE NORTH SIDE OF FEN ROAD, RUSKINGTON**

Made by

ADDINGTON INVESTMENTS LTD.

To

NORTH KESTIVEN DISTRICT COUNCIL

OGLETHORPE
STURTON &
GILLIBRAND

16 Castle Park
Lancaster
LA1 1YG
REF: CER/23603

THIS DEED is dated

2023

PARTIES

Addington Investments Ltd incorporated and registered in England and Wales with company number 11157045 whose registered office is at Addington Lodge Cottage, Addington Road, Nether Kellet, Carnforth, LA6 1DZ (**Owner**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Prior Approval Application and is proposing to carry out the Development.
- (D) The Owner gives this undertaking to perform the obligations set out in this Deed.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Council North Kesteven District Council of Kesteven Street, Sleaford, Lincolnshire, NG34 7EF.

Development the development described in the Planning Application.

Plan the plan attached to this Deed.

Application Property the building labelled 'Q' forming part of the freehold land on the North side of Fen Road, Ruskington and shown coloured red on the Plan and registered at HM Land Registry with absolute title under part of title number LL260952.

Class R Property – the building labelled R forming part of the freehold land on the North side of Fen Road, Ruskington and shown coloured blue on the Plan and registered at HM Land Registry with absolute title under part of title number LL260952.

Prior Approval Application an application for prior approval under Schedule 2 Part 3 Class Q of the Town and Country Planning (general Permitted Development) (England) Order 2015 (as amended) registered by the Council on [DATE] under reference number [NUMBER].

Prior Approval - the prior approval to be issued by the Council in respect of the Prior Approval Application.

TCPA 1990 Town and Country Planning Act 1990.

Working Day any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include 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 are to the clauses of this Deed.
- 1.13 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.

2. STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This Deed shall come into effect on the date of issue of the Prior Approval..
- 2.4 The obligations contained in clause 3 of this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

- 3.1 In consideration of the Council issuing the Prior Approval in respect of the Application Property, the Owner covenants with the Council that they will cease to use the Class

R Property for poultry or agricultural use and any future use of the Class R Property for such poultry or agricultural use will be prohibited, notwithstanding the provisions of Section 55(2) of the TCPA 1990.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

5.1 This Deed shall be determined and have no further effect if the Prior Approval :

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council.

7. OWNERSHIP

7.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

7.2 The Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

8. NOTICES

8.1 A notice or other communication to be given under or in connection with this Deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

8.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at: District Council Offices, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF, marked for the attention of Planning Department;
- (b) to the Owner at: Addington Lodge Cottage, Addington Road, Nether Kellat, Carnforth, LA6 1DZ, marked for the attention of Adrian Gott;

or as otherwise specified by the relevant person by notice in writing to each other person.

8.3 Any notice or other communication given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

(b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4 A notice or other communication given under this Deed shall not be validly given if sent by e-mail.

8.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

10. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

.....

ADDINGTON INVESTMENTS
LTD.

Director

acting by Adrian David Gott a
director, in the presence of:

Witness Signature

.....

Witness Name

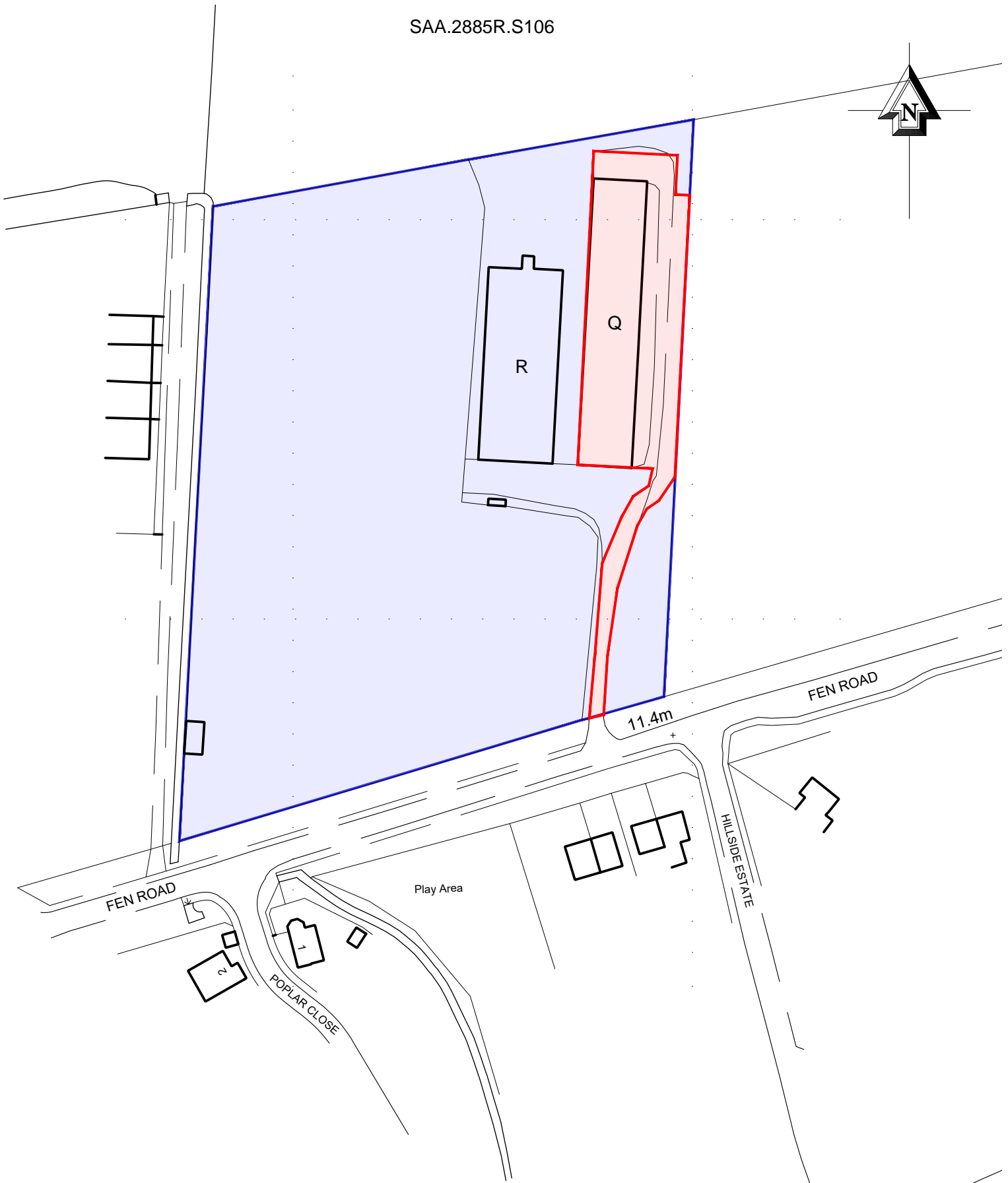
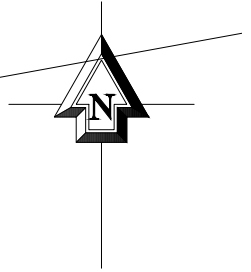
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Witness Address

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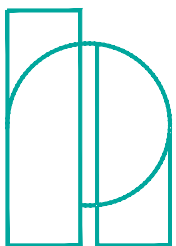
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B	26/01/22	ARW	JB	Blue Line Adjusted
A	25/01/22	ARW	JB	Red and Blue Line Added
REV	DATE	DRWN	CHKD	REVISION DETAILS

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PROJECT TITLE
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Lincolnshire, NG34 9TH

CLIENT
Stonegate Farmers Ltd.



DO NOT SCALE SITE DIMS FROM THIS DRAWING

DRAWING TITLE
Location Plan

DRAWING STATUS
PLANNING

DRAWING No.
2312-001

REVISION
B

SCALE : 1:1250 @ A4

DATE : Dec 2021

DRAWN : MR

CHECKED : ARW