Dated 21st November **2023**

(1) South Holland District Council

and

(2) Lincolnshire County Council

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

**Relating to land of Chapel Street,
Crowland, Peterborough
(known as Ranby's Corner, 26 Chapel Street)**

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

**SHDC Reference: LD/H02-0217-18
LSL Ref: CMM003/88**

"Act"

Date 21st November 2023

BETWEEN

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

(2) **LINCOLNSHIRE COUNTY COUNCIL** of Council Offices, Newland, Lincoln, LN1 1YS ("the Owner")

INTRODUCTION

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated.

(B) The Owner is the freehold owner of the Site registered under title number LL248699.

(C) BB Exclusive Homes Ltd of 1 Kestrel Way, Yaxley, Peterborough, PE7 3GQ (Company Registration No. 09818115) originally applied to the Council for planning permission for the Site under reference H02-02017-18 for residential development for 5 Dwellings, a new access road and the relocation of prefabricated single garage.

(D) The Council resolved on 20 January 2021 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.

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

(F) 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).

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 H02-0217-18
"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 and "Commence the Development" shall be construed accordingly
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Site for 5 Dwellings, pursuant to the Planning Permission

"Working Da

"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 Site is situated.
"Index"	means 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 11 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4% from time to time
"MUGA"	means a multi-use games area
"MUGA contribution"	means the contribution of one hundred and thirty four thousand and four hundred pounds (£134,400) which shall be used to provide a MUGA or for other improvements to sports facilities at South View Primary School, Crowland
"Plan"	means the plan attached to this Deed
"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 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
"Site"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan

residential
H02-0217-18

"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 Site 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 8.2, 8.4 and 10 (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. MISCELLANEOUS

8.1 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.

8.2 On completion of this Deed, the Owner shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed

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

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

H02-0217-18

8.5 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

8.6 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.

8.7 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.

8.8 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 Site or part of the Site but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

8.9 This Deed shall not be enforceable against:

8.9.1 owners occupiers or tenants of Dwellings nor against those deriving title from them;

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

8.9.3 statutory undertakers acquiring an interest in the Site for the purposes of their undertaking;

8.10 Representatives of the Council may enter upon the Site at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

8.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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 or for acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

10.1 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 Site 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 Site disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

11. INDEXATION

11.1 The MUGA Contribution shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payment 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.

12. INTEREST

12.1 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.

13. VAT

13.1 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.

14. DISPUTE RESOLUTION

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. SECTION 73 APPLICATIONS

15.1 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.

16. JURISDICTION

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

17. EXECUTION AND DELIVERY

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:-



Authorised Signatory

The **COMMON SEAL** of **LINCOLNSHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:-

Authorised Signatory

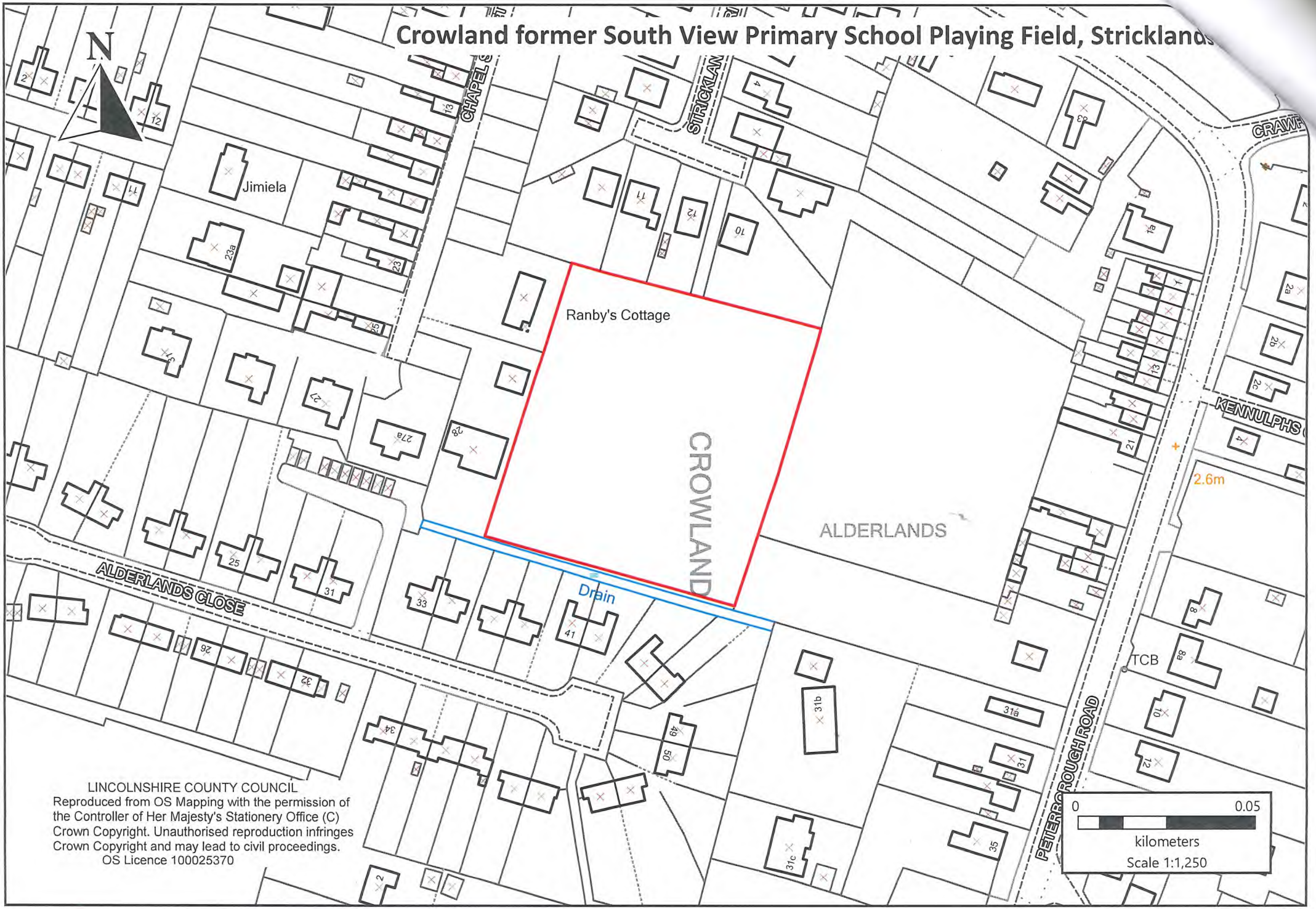


H02-0217-18 application entered

SCHEDULE 1

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

The Site is known as land lying to the east of Chapel Street, Crowland, Peterborough and falling within Title Number LL248699 shown edged red on the Plan.


Crowland former South View Primary School Playing Field, Stricklands
N
Jimiela
Ranby's Cottage
CROWLAND
ALDERLANDS
Drain
ALDERLANDS CLOSE
CHAPEL
STRICKLAN
CRAWF
KENNULPHS
PETERBOROUGH ROAD
TCB
2.6m
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SCHEDULE 2
PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

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

D T Architects
Datum House
3 Commerce Road
Lynch Wood
Peterborough Cambs
PE2 6LR

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H02-0217-18 **Date of Decision:**

Applicant: Mr Graham Jones
C/O D T Architects
Datum House
3 Commerce Road
Lynch Wood Peterborough Cambs
PE2 6LR

Location: Ranbys Corner 26 Chapel Street Crowland

Description: Erection of 5 No. Chalet Bungalows, new access road and relocation of prefabricated single garage to Ranby's Cottage

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 and documents:

AL0101 P03
AL0201 F02
AB0812 F01
AB0801 F01
AB0811 F01

AB0222 F01
AB0223 F01
AB0201 F01
AB0202 F01
6475-1
Flood Risk Assessment (prepared by Parsons Engineers, dated 15th June 2018)
Extended Phase 1 Survey (prepared by Hiller Ecology Limited, dated May 2018)
BS5837:2012 -Trees in relation to design, demolition and construction. Arboricultural matters relating to land at Chapel St, Crowland (prepared by John Wilcockson, dated 8th February 2017)

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

3 Prior to the commencement of development a detailed scheme of construction management to minimise disturbance during the construction process through noise, dust, vibration and smoke shall be submitted to and approved in writing by the Local Planning Authority. The construction process shall be carried out in accordance with the scheme so approved. It shall also include a method statement, detailing how construction traffic, site personnel vehicles, materials deliveries and site accommodation will be managed to safeguard highway safety, free passage along Chapel Street (incl. to the front of 28 Chapel Street) and residential amenity.

Reason: In the interests of the amenity of local residents. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

4 Prior to the commencement of development details of the precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development shall be submitted to and approved in writing by the Local Planning Authority. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority. These precautions shall be made available before commencement of the construction of the development and be kept available and in full working order until such time as the Local Planning Authority agrees in writing to their withdrawal or the completion of the development.

Reason: In the interests of highway safety during the construction process. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

5 The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters has been submitted to and approved in writing by the Local Planning Authority (LPA).

The scheme shall include all of the following measures unless the LPA dispenses with any such requirement in writing:
i) A preliminary risk assessment (desk study) shall be carried out to identify and evaluate

DC_DRAFT_DECISION - ODB:951

all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk Assessment (or state if none required). A full copy of the desk-top study and a non-technical summary shall be submitted to the LPA without delay upon completion.
ii) If identified as being required following the completion of the desk-top study, an exploratory site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed end use. A full copy of the site investigation and findings shall be forwarded to the LPA without delay upon completion.
iii) Thereafter, a written method statement detailing the remediation strategy for land contamination and/or pollution of controlled waters affecting the site and a timetable for their completion shall be submitted to and approved in writing by the LPA. This shall include details of the proposed verification plan including compliance criteria and monitoring details.

No deviation shall be made from this scheme without the express written agreement of the LPA. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspected contamination has been submitted to and agreed in writing by the LPA.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

6 If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 5 above and remediation is required, a full copy of a verification report shall be submitted to, and approved in writing by, the Local Planning Authority prior to the first occupation of the development. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation objectives and criteria has been fully met.

Note: The applicant is advised that the phased risk assessment required by the Contaminated Land Scheme Condition should be carried out in accordance with the procedural guidance of the Environmental Protection Act 1990 Part 11A.

Reason: To ensure the satisfactory remediation of contaminated land and/or waters.
This Condition is imposed in accordance with Condition 30 of the South East Lincolnshire Local Plan, 2019.

7 Before the commencement of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced

DC_DRAFT_DECISION - ODB:951

areas and garden/amenity areas, including any mitigation measures arising as a consequence (for example increased height of boundary treatment), shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed and retained in accordance with the details so approved.

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 reduce the risk of flooding of the development and to ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2, 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.

8 Before the commencement of the development hereby granted, full details of the means of surface water disposal shall be submitted to and approved in writing by the Local Planning Authority. The details so approved shall be implemented in full before the development hereby permitted is first brought into use.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

9 Prior to the occupation of any dwelling, full details of the arrangement for private refuse/recycling collection shall be submitted to and approved in writing by the Local Planning Authority. The approved management arrangements shall be implemented upon first occupation of any dwelling and thereafter retained for the lifetime of the development.

Reason: The proposed development includes a private drive that exceeds the length limitations set out in the Council's 'Private Drives - Waste Vehicle Collection Service' guidance note.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

10 Before the commencement of the development hereby permitted beyond oversite, the approval of the Local Planning Authority is required to a scheme of landscaping and tree planting for the site indicating, inter alia, the number, species, heights on planting and positions of all the trees, together with details of post-planting maintenance. Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of

completion of the scheme and during that period all losses shall be made good as and when necessary.

Note: The applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

11 Prior to its installation, details of the proposed boundary treatments, including a schedule of fencing levels, heights and materials, and details of the size and species of any hedging, shall be submitted to and approved in writing by the Local Planning Authority, and the details so approved shall be implemented in full before the development is first brought into use and retained thereafter.

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: In the interests of the character and appearance of the development and the amenity of the area in which it is set including the amenity of nearby occupiers.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

12 Before the commencement of the development hereby permitted beyond oversite a schedule of external materials of construction of buildings and hard surfaced areas shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the materials so approved.

Reason: To ensure that the Local Planning Authority retains control over the external materials of construction of the development in the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

13 Prior to the first occupation of any dwelling details of a scheme for the provision of bird and bat boxes in accordance with the recommendations of an ecologist (Section 7.0 of the Extended Phase 1 Survey on Land off Stricklands Drive, Crowland), shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be fully implemented prior to the completion of the development hereby approved, and shall thereafter be retained.

Reason: In the interests of wildlife.
This Condition is imposed in accordance with Section 15 of the National Planning Policy Framework 2021.

14 The trees to be retained to the east of the site shall be protected during construction work

in accordance with the recommendations within the report entitled 'Arboricultural Matters Relating to Land at Chapel St, Crowland' (prepared by John Wilcockson, dated 8th February 2017).

Reason: To ensure the protection of trees on the site.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 15 of the National Planning Policy Framework, 2021.

15 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (prepared by Parsons Consulting Engineers Ltd, Version V3, dated 15th June 2018) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

- Finished floor levels shall be set no lower than 2.650m AOD, 1m above existing ground levels; and
- Flood resilient construction shall be incorporated to a minimum of 300mm above the finished floor levels.

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

16 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 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.

Notes:

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.

The provisions of the S106 are to be noted, inter alia, provision 10.1 regarding change of ownership, which states:

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 Site occurring before all the obligations under this

DC_DRAFT_DECISION - ODB:951

have been discharged such notice to give details of the transferees name and address together with details of the part of the Site disposed of PROVIDED THAT this shall not apply in relation to the sale or lease of a single Dwelling.

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 by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

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

Phil Norman
Head of Planning
South Holland District Council

14th April 2023

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. MUGA CONTRIBUTION

1.1 Not to Commence the Development unless and until the MUGA Contribution has been paid to the Council in full.

SCHEDULE 4
THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. **MUGA CONTRIBUTION**

1.1 Upon receipt of the MUGA Contribution from the Owner to pay the MUGA Contribution into an appropriate interest-bearing section of the Council's combined accounts (Account) as soon as reasonably practicable until called upon by the Education Authority in line with paragraph 1.4 below.

1.2 To credit all interest on the MUGA Contribution to the Account and shall be used in conjunction with the MUGA Contribution for the purposes detailed in this Deed

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

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

1.4.1 apply the MUGA Contribution towards the a MUGA or for other improvements to sports facilities at South View Primary School, Crowland, the need of which arises from the Development and for no other purposes whatsoever.

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

1.5 to pay to the Owner any unspent monies received by them pursuant to paragraph 1.4.2 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 MUGA Contribution.

2. **GENERAL**

2.1 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.

2.2 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.