H02-0759-25

Dated 21 August **2026**

(1) SOUTH HOLLAND DISTRICT COUNCIL

and

(2) THE RIGHT HONOURABLE JAMES SHAUN CHRISTIAN WELBORE ELLIS SEVENTH EARL OF NORMANTON, LADY PORTIA CAROLINE BAKER and LADY MARISA CHARLOTTE WHITE

and

(3) ALLISON HOMES LIMITED

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

Relating to land East of Normanton Road Crowland

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

SHDC Reference: LD/H02-0759-25

Date 21 August 2026

BETWEEN

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

(2) **THE RIGHT HONOURABLE JAMES SHAUN CHRISTIAN WELBORE ELLIS SEVENTH EARL OF NORMANTON** care of the Estate Office, Somerley, Ringwood, Hampshire BH24 3PL, **LADY PORTIA CAROLINE BAKER** of Stillands, Shillinglee Road, Chiddingfold, Godalming GU8 4SX and **LADY MARISA CHARLOTTE WHITE** of Astwick Farmhouse, Croughton, Brackley NN13 5LL ("the Owner"); and

(3) **ALLISON HOMES LIMITED** (Company Registration No 06235048 of Fleet House Cygnet Road, Hampton, Peterborough, England, PE7 8FD ("the Developer")

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) Further to completion of a transfer dated 22 May 2026 and made between (1) Rysaffe Trustee Company (CI) Limited) and (2) the Owner, the Owner following the submission of an application to HM Land Registry is registered as the legal freehold owner of part of the Land which is registered under Title Number LL364068 which is subject to a Unilateral Notice in favour of the Developer affecting the land tinted pink on the title plan.

(C) The Developer has submitted to the Council a full application for planning permission for the Land under reference H02-0759-25 for residential development of 80 dwellings with access, landscape, drainage, open space and associated infrastructure.

(D) The Council are minded to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for the 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:

"2008 Act"	means the Housing and Regeneration Act 2008 as amended
"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Dwellings"	means those Dwellings within the Development comprising a minimum of 20 Affordable Housing being 25% of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated December 2024, or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede
"Affordable Housing Contribution"	means a financial contribution calculated in accordance with the Affordable Housing Contribution formula set out at Annex A Part 1 or Part 2 to this Deed
"Affordable Housing Plan"	means the plan attached to this Deed at Annex B showing the proportion and distribution of the Affordable Housing with drawing number P24-1403_DE_003_S_01 – Proposed Layout (Allocation Land)
"Affordable Housing Provider"	means either:

	(a) a registered provider of social housing as defined by Section 80 of the 2008 Act or any other body, trust or corporation established with the objective of managing Affordable Housing and who has been approved by the Council as the Local Housing Authority; (b) ii) Any other housing provider approved in writing by the Council; or (c) iii) Any other company or body approved in writing by the Council
"Affordable Housing Scheme"	means the scheme for securing the Affordable Housing and detailing the design, tenure, mix, size and location of the Affordable Housing to be provided as part of the Development together with the identity of the Affordable Housing Provider and consisting of 14 Social Rented Dwellings and 6 Shared Ownership Dwellings as shown on the Affordable Housing Plan, unless such other alternative mix, percentage(s) and/or plot(s) is agreed with the Council acting reasonably (and such consent not to be unreasonably withheld or delayed)
"Application"	means the application for planning permission for the Development and allocated reference number H02-0759-25

"Chargee"	means a mortgagee or chargee (or any receiver) including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver
"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 (Full) 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
"Completion Date"	Completion of the habitat creation and enhancement works as set in the Habitat Management and Monitoring Plan (HMMP)
"Development"	means the residential development of up to 80 Dwellings, landscaping and infrastructure pursuant to the Application
"Dwelling"	means any dwelling (including all houses, maisonettes, flats, bungalows and all other varieties of accommodation) which may be built or are intended to be built on the Land pursuant to the Planning Permission
"Education Authority"	means the Local Education Authority for the area within which the land is situated.
"Education Contribution"	means a contribution of four hundred and seventy five thousand five hundred and twenty four pounds and zero pence (£475,524.00) which arises out of the need to provide Primary School places the contribution of which shall be used towards the expansion of Crowland Southview Primary School
"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford. For the Social Rented Dwellings this will be determined in accordance with the Council's housing allocation policy. For the Shared Ownership Dwellings this will be determined in accordance with the current guidance and standards published by

	Homes England or as may be agreed between the Council and the Developer
"Highway Authority"	means the Local Highway Authority for the area within which the land is situated
"Homes England"	means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government and trading as Homes England or such successor body for the time being having or being entitled to exercise the power to regulate affordable housing providers now conferred on such organisation under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same
"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 13 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
"LAP"	means a local area of play
"Management Company"	means a limited company with memorandum and articles of association approved by the Council the principal

	objects of which shall include the proper maintenance of the Public Open Space
"Market Dwelling"	means a dwelling forming part of the Development which is general market housing for sale or rent on the open market and which is not Affordable Housing
"NHS"	means the relevant regional health care provider for Lincolnshire Integrated Care Board
"NHS Contribution"	means a contribution of seventy three thousand one hundred and eighty pounds and eighty pence (£73,180.80) which shall be used towards the primary care provision at Abbeyview Surgery and Beechfield Medical Centre
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Social Rented Dwellings will be let on the Council's Housing Register substantially in the form set out and attached hereto at Schedule 5
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Open Space Contribution"	Means the contribution of seventeen thousand pounds (£17,000) which shall be used towards the provision of refurbishing Snowden Pavilion and/or Sports Field

"Parish Council"	means Crowland Parish Council
"Plan"	means the plan attached to this Deed showing the extent of the Land with drawing number P24-1403_DE_003_B_02
"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
"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
"Protected Person"	means a person who: 1.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;

	1.3 has been granted a shared ownership lease by the Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Affordable Housing Provider or other body or organisation) in respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire freehold or leasehold of the Affordable Dwelling.
"Public Open Space"	means the land within the Development for general use by the public which falls outside of the ownership of the individual Dwellings which shall include a LAP and which is shown as informal open space indicatively on the Public Open Space Plan
"Public Open Space Management Scheme"	means the scheme for the laying out and future management and maintenance of the Public Open Space as approved in writing by the Council in accordance with the terms of this Deed
"Public Open Space Plan"	means the plan attached to this Deed showing the extent of the Public Open Space for indicative purposes with drawing number P24-1403_DE_003_S_01

"Shared Ownership Dwellings"	means dwellings part sold part let to eligible households in accordance with the terms of a Shared Ownership Lease
"Shared Ownership Lease"	means a lease in a form of the Homes England's model shared ownership lease. Such lease to provide for the following: - not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Affordable Housing Provider - power to the purchaser to increase their ownership to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Affordable Housing Provider subject to annual increases as specified by Homes England
"Social Rented Dwellings"	means homes owned by either the Council or an Affordable Housing Provider which are let at low rents determined by government guidelines through the national rent regime or its equivalent successor document on a secure basis to those persons who are in housing need.
"Travel Plan"	means the Travel Plan to be submitted to the Council
"Travel Plan Contribution"	means the sum of £5,000 to cover the costs incurred in monitoring the Travel Plan to be paid in instalments of £1,000 per year in accordance with the provisions of paragraph 4 of Schedule 3

"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings are for reference only and 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 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 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, 9.3 and 11 (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. THE COUNCIL'S COSTS

8.1 The Owners shall pay to the Council on or before the date of this Deed:

(a) the Council's reasonable legal costs together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

(b) the sum of £3,035 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

9.1 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.

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

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

9.4 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

9.5 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.

9.6 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.

9.7 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 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.

9.8 This Deed shall not be enforceable against:

9.8.1 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 3) nor against those deriving title from them;

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

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

9.8.4 any mortgagee and/or chargee of the Land (or part of the Land as the case may be) unless such mortgagee and/or chargee has taken possession of the Land (or any part of the Land as the case may be) when it will then be bound by the obligations of the Owner as if it were a person deriving title from any of the Owners; and/or,

9.8.5 any Affordable Housing Provider save in respect of the obligation contained in Paragraph 1.11 of Schedule 3

9.9 The provisions of paragraph 1 of Schedule 3 of this Deed (Affordable Housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee **PROVIDED THAT** the Chargee has complied with the requirements of paragraph 1.12 of Schedule 3 of this Deed.

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

9.11 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.

10. FUTURE MORTGAGEE'S LIABILITY

10.1 Any future mortgagee or chargee and any future chargee or receiver, as applicable from time to time shall have no liability under this Deed unless it takes possession of the Land or any part thereof.

11. WAIVER

11.1 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.

12. CHANGE OF OWNERSHIP

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

13. INDEXATION

13.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three and Four 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.

14. INTEREST

14.1 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.

15. VAT

15.1 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.

16. DISPUTE RESOLUTION

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

17. SECTION 73 APPLICATIONS

17.1 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.

18. JURISDICTION

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

19. EXECUTION AND DELIVERY

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

20. COUNTERPARTS

20.1. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicated original, but all counterparts together shall constitute the one agreement.

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

SIGNED as a **DEED** by **ALLISON HOMES LIMITED** in the presence of:

Name of Witness GEORGE WILKINSON

Signature of witness

Address FLEET HOUSE, CYGNET ROAD, HAMPTON, PE7 8FD

Occupation PLANNING MANAGER

SIGNED as a **DEED** by
THE RIGHT HONOURABLE JAMES SHAUN CHRISTIAN WELBORE ELLIS SEVENTH EARL OF NORMANTON
in the presence of:

Name of Witness Suzanne Veal
Signature of witness S Veal
Address The Old School House, Somerley, Ringwood, Hants BH24 3PW
Occupation PA

SIGNED as a **DEED** by
LADY PORTIA CAROLINE BAKER
in the presence of:

Name of Witness Suzanne Veal
Signature of witness S. Veal
Address The Old School House, Somerley, Ringwood, Hants BH24 3PW
Occupation PA

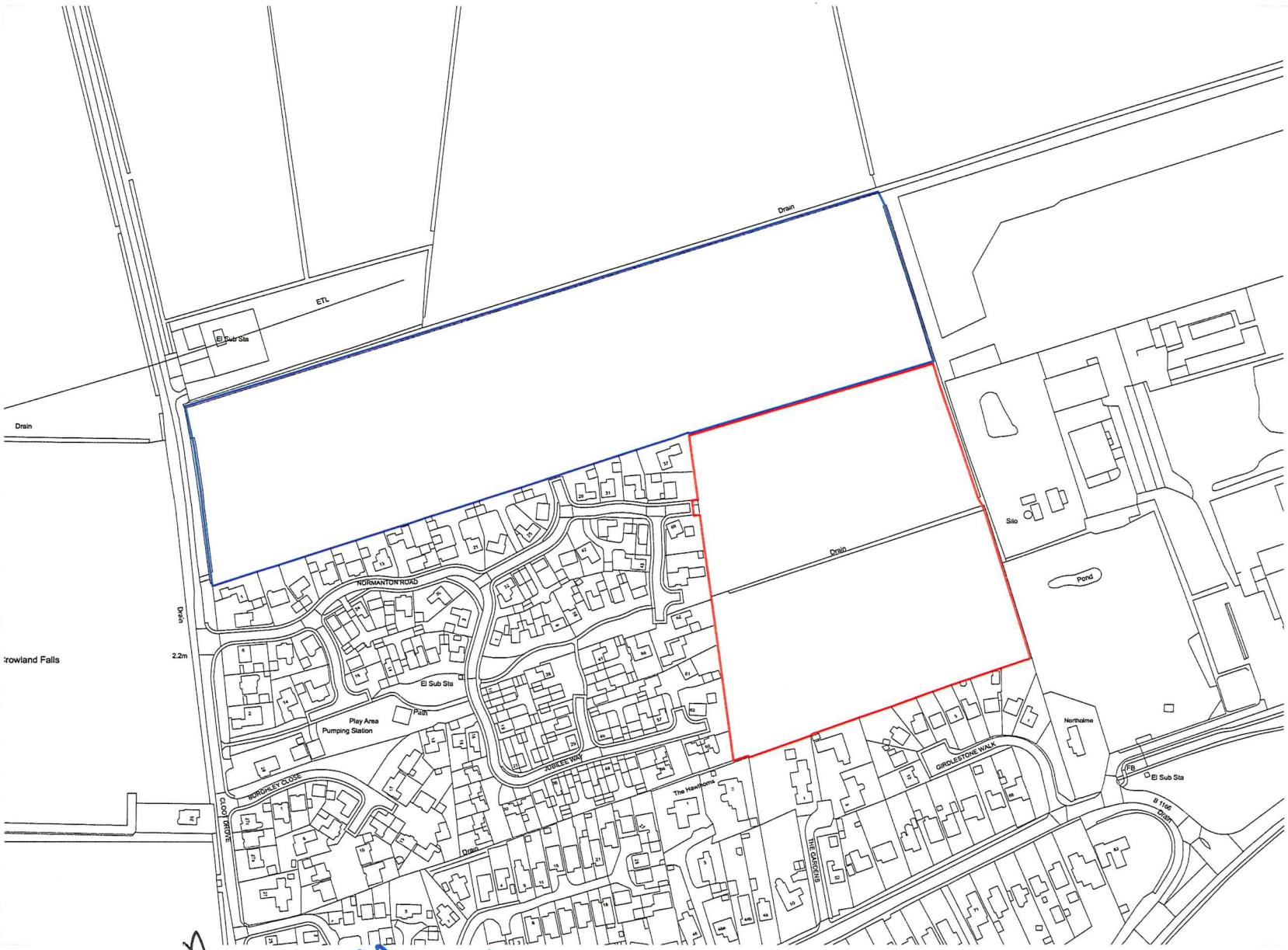
SIGNED as a **DEED** by
LADY MARISA CHARLOTTE WHITE
in the presence of:

Name of Witness Suzanne Veal
Signature of witness S. Veal
Address The Old School House, Somerley, Ringwood, Hants BH24 3PW
Occupation PA

SCHEDULE 1

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

The Land is known as land east of Normanton Road, Crowland and falling within Title Numbers LL357102 and LL364068 shown edged red on the Plan.



LAND AT CLOOT DROVE, CROWLAND – SITE LOCATION PLAN

PEGASUS GROUP

| PEGASUSGROUP.CO.UK | TEAM/DRAWN BY: TC | APPROVED BY: RWB | DATE: 01/08/2025 | SCALE: 1:1250@A1 | DRWG: P24-1403_DE_003_B_02 | CLIENT: ALLISON HOMES |

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SCHEDULE 2
DRAFT PLANNING PERMISSION

Allison Homes Ltd
Fleet House
Cygnet Road
Hampton
Peterborough
PE7 8FD

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

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

DRAFT

Reference:	H02-0759-25	**Date of Decision:**
Applicant:	Allison Homes Ltd Fleet House Cygnet Road Hampton Peterborough PE7 8FD	
Location:	Land East Of Normanton Road Crowland	
Description:	Development for 80 dwellings with access, landscape, drainage, open space and associated infrastructure	

South Holland District Council, in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended), hereby give notice that permission has been GRANTED (or equivalent) for the development referred to above, 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/or documents:

- P24-1403_DE_003_B_02- Location Plan
- P24-1403_DE_003_S_01 - Proposed Layout (Allocation Land)

- Figure D 3 - Pumping Station Layout
- P24-1403_DE_004_B_01 - Hartley - Plans & Elevations - Plots As 57, 58, 59, 60
- P24-1403_DE_004_B_01.1 - Hartley - Plans & Elevations - Plots As 32, 33, 64 & 65
- P24-1403_DE_004_B_02 - Loxley - Plans & Elevations - Plots As 9, 10, 14, 15, 17, 22, 23, 27, 28, 29, 30, 42, 43, 54, 55, 56, 68, 70, 72
- P24-1403_DE_004_B_04.3 - Oatley - Plans & Elevations - Plots As 76
- P24-1403_DE_004_B_05 - Totley - Plans & Elevations - Plots As 6, 7, 31, 50, 61 & 62
- P24-1403_DE_004_C_02.2 - Loxley - Plans & Elevations - Plots As 75
- P24-1403_DE_004_C_03 - Morley - Plans & Elevations - Plots As 1, 2, 3, 4, 11, 13, 24, 25, 35, 38, 39, 40, 41, 44, 45, 46, 47, 51, 63, 66, 67, 73, 74, 77, 78, 79 & 80
- P24-1403_DE_004_B_03.1 - Morley - Plans & Elevations - Plots As 12
- P24-1403_DE_004_B_03.2 - Morley - Plans & Elevations - Plots As 36, 37, 48 & 49
- P24-1403_DE_004_C_04.2 - Oatley - Plans & Elevations - Plots As 5 & 21
- P24-1403_DE_004_A_04.4 - Oatley - Plans & Elevations - Plots As 26
- P24-1403_DE_004_C_05.1 - Totley - Plans & Elevations - Plots As 18 & 19
- P24-1403_DE_004_C_02.1 - Loxley - Plans & Elevations - Plots As 52 & 69
- P24-1403_DE_004_B_04 - Oatley - Plans & Elevations - Plots As 16, 34, 53 & 71
- P24-1403_DE_004_C_04.1 - Oatley - Plans & Elevations - Plots As 8 & 20
- P24-1403_DE_003_D_04 - Boundary Treatments Plan
- P24-1403_DE_003__D - Refused Strategy Plan
- P24-1403_DE_003_D_05 - Parking Strategy
- 3686 - ADC - HGN - XX - DR - CH - 0104 S1 Rev P02 - Internal Swept Path Assessment
- JBA 24/482/01 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/02 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/03 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/04 Rev A - Detailed Landscape Proposals for Plots & Pos
- P24-1403_DE_003A_08 - Hard Landscaping Plan
- JBA 24/482/06 - Ecological Enhancement Plan
- JBA 24/482/05 - Ecological Enhancement Plan
- JBA 24/482/07 - Ecological Enhancement Plan
- JBA 24/482/08 - Ecological Enhancement Plan
- GTC-E-SS-0012_R1-8_1_of_1 - Close Coupled Substation - Pyramid Roof Detail - General Arrangement
- 24 482 TPP TRP 01 Rev D - Tree Protection & Removals Plan
- 1279-00-03 Rev C - Drainage Strategy Layout
- 1279-00-05 Rev B - Levels Strategy Layout
- 1279-00-06 - Flood Mitigation Strategy
- P24-1403_DE_003_F_03 - Materials Plan

Alongside the following list of approved reports and supporting documents:
- Travel Plan by ADC Infrastructure, ref: ADC3686-RP-D, dated 04 July 2025
- Guide to the Management of Landscape and Ecological Areas, by James Blake Associates, ref: JBA 24 482 LMP 1, dated July 2025
- Biodiversity Net Gain Statement & Habitat Plan, by James Blake Associates ref: JBA 24/482 ECO03 JB, dated July 2025
- Energy & Sustainability Statement, by Allison Homes, dated August 2025
- Design & Access Statement, by Allison Homes, dated August 2025
- Phase 2 Ground Investigation, by BRD Environmental Ltd, Ref: BRD4519-OR2-A, dated

DC_DRAFT_DECISION - ODB:951

December 2024
- Phase 2 Ground Investigation Appendix 1, by BRD Environmental Ltd, Ref: BRD4519-OR2-A, dated December 2024
- Phase 2 Ground Investigation Appendix 2, by BRD Environmental Ltd, Ref: BRD4519-OR2-A, dated December 2024
- Phase 2 Ground Investigation Appendix 3, by BRD Environmental Ltd, Ref: BRD4519-OR2-A, dated December 2024
- Arboricultural Impact Assessment, by James Blake Associates, ref: JBA 24/482 AR01 Rev B, dated July 2025
- Archaeological Desk-Based Assessment, by rps group, ref: 794-PLN-HER-01170 2.0, dated May 2025
- Archaeological Geophysical Survey, by AOC Archaeology Group, dated March 2025
- Planning Statement, by Boyer, dated August 2025
- Written Scheme of Investigation Evaluation Trenches, prepared by Prospect Archaeology Lrd, dated September 2025
- Phase 1 Geo-Environmental Desk Study, by BRD Environmental Ltd, Ref: BRD4519-OR1-A, dated December 2024
- Arboricultural Impact Assessment, by James Blake, Ref: JBA 24/482 AR01 Rev C, dated July 2025
- Arboricultural Method Statement, by James Blake, Ref: JBA 24/482 AR02 Rev C, dated August 2025
- Written Scheme of Investigation Evaluation Trenches, by prospect archaeology, dated September 2025 (revised October 2025)
- Transport Assessment, by ADC Infrastructure, dated November 2025
- Biodiversity Net Gain Statement, by James Blake, Ref: JBA 24/482 ECO04 Rev A JB, dated November 2025
- JBA 24/482 Revision F - Preliminary Ecological Appraisal, dated November 2025
- Ecological Enhancement Strategy, by James Blake, dated November 2025
- BNG Metric Calculation Tool
- Drainage & Levels Statement, by Infrastructure Design Ltd, ref: 1279/000/01 Rev B, dated November 2025
- Flood Risk Assessment, by amazi, ref: AMA980 Revision A, dated November 2025
- DC5140-NR1 - Noise Impact Assessment

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

3 The materials of the external surfaces (including but not limited to brickwork, finish, roof tiles and windows) of the development hereby permitted shall be carried out in accordance with the details outlined within the approved plans, with particular attention to drawing no. P24-1403_DE_003_F_03 - Materials Plan.

Reason: In the interests of the architectural and visual integrity of the overall 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.

4 The development hereby permitted shall be carried out in accordance with the measures set out in the submitted Flood Risk Assessment (AMA980 Revision A - prepared by Amazi Consulting Ltd), forming part of this planning application.

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In particular, the following measures shall be fully implemented before the property is first occupied:

- The dwellings shall have a minimum of two storeys.
- Finished floor levels shall be set no lower than 2.6 metres above Ordnance Datum.
- Flood resilience construction, including all doors and glazing to have frame to brickwork joints fully sealed and all electrical services to be run at ceiling level and drop down to service points, shall be to a minimum of 300mm above finished floor level.

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 Section 14 of the National Planning Policy Framework, December 2024.

5 The development hereby permitted shall be carried out in accordance with the finished site levels, including the estate road and associated footways, and finished floor levels as shown on drawing no. 1279-00-05 Rev B (Levels Strategy Layout) and the details set out within the Drainage & Levels Statement (1279/000/01 Rev B, dated November 2025, prepared by Infrastructure Design Ltd).

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding and to protect surrounding amenity.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and Section 14 of the National Planning Policy Framework, December 2024.

6 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.

7 An equipped children's play area shall be provided within the site. Prior to the first occupation of any dwelling hereby permitted, a scheme detailing the timing of the implementation, location, detailed design, layout, specification of the equipment, and the management and maintenance regime of the play area, shall be submitted to and approved in writing by the Local Planning Authority.

The play area shall be provided in accordance with the details so approved, and thereafter

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so maintained.

Reason: To ensure that adequate play provision is made for the occupiers of the development hereby permitted and that the facility is adequately managed and maintained.
This Condition is imposed in accordance with Policy 32 of the South East Lincolnshire Local Plan, 2019.

8 Prior to the commencement of any development beyond oversite, a plan illustrating all areas of publicly accessible open space, alongside a scheme identifying the specification, phasing and time of implementation of these areas, shall be submitted to and approved in writing by the Local Planning Authority.

A management plan for the areas of publicly accessible open space, including management responsibilities and maintenance schedules, shall also be submitted to and approved in writing by the Local Planning Authority.

The areas so approved shall be laid out and made available for use in accordance with these approved details, and shall thereafter be so maintained, and the management of these areas shall be carried out in accordance with the details so approved.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policy 32 of the South East Lincolnshire Local Plan, 2019.

9 The scheme of soft landscaping and tree planting, as shown on dwg. no:

- JBA 24/482/01 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/02 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/03 Rev A - Detailed Landscape Proposals for Plots & Pos
- JBA 24/482/04 Rev A - Detailed Landscape Proposals for Plots & Pos

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, or by those identified within Condition 8 of this permission, for the period of five years beginning with the date of completion of the scheme and during that period all losses, in the opinion of the Local Planning Authority, shall be made good in the first planting season following any such loss with a specimen of the same size and species as was approved under the above approved plans.

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.

10 The development hereby permitted shall be carried out in accordance with the scheme of hard landscaping as detailed within dwg. no P24-1403_DE_003_A_08, and the details so

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approved shall be implemented in accordance with a timetable to be submitted and agreed in writing by the Local Planning Authority, prior to the first occupation of the development hereby permitted and retained thereafter.

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 the first occupation of any dwelling hereby permitted, details of the management and maintenance schedule for the areas of landscaping (soft and hard landscaping), refuse/recycling collection points and parking courts/private drives shall be submitted to and approved in writing by the Local Planning Authority.

These areas shall be maintained in accordance with the approved details thereafter.

Reason: To ensure that adequate provision is made for the management and maintenance of the those areas.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

12 Prior to the commencement of development hereby permitted, a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The permitted development shall be undertaken in accordance with the details so approved.

The scheme shall:
- be based on verified groundwater levels and seasonal variations, as evidenced through on-site monitoring conducted over a six-month winter period in the planning period, a further 6 months will be required at Section 38 stage;
- be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development;
- provide flood exceedance routing for storm event greater than 1 in 100 year;
- provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the undeveloped site;
- provide attenuation details and discharge rates which shall be restricted to greenfield runoff rate;
- provide details of the timetable for and any phasing of implementation for the drainage scheme; and
- provide details of how the scheme shall be maintained and managed over the lifetime of the development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements required to secure the operation of the drainage system throughout its lifetime.

No dwelling/no part of the development shall be occupied until the approved scheme has been completed or provided on the site in accordance with the approved phasing. The approved scheme shall be retained and maintained in full, in accordance with the approved

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details.

Reason: To ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, or upstream of, the permitted development 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 Section 14 of the National Planning Policy Framework, December 2024.

13 Before any development beyond oversite is commenced, details of the means of foul water disposal shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be in broad accordance with the drainage strategy forming part of this permission (Report Ref: 1279/000/01 Rev B and Drawing No. 1279-00-03 Rev: C).

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 and to avoid pollution.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

14 Prior to the commencement of any development hereby permitted, a Construction Management Plan and Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

The Construction Management Plan and Method Statement shall indicate measures to mitigate the adverse impacts of vehicle activity and the means to manage the drainage of the site during the construction stage of the permitted development. It shall include:

- the phasing of the development to include access construction;
- the on-site parking of all vehicles of site operatives and visitors;
- the on-site loading and unloading of plant and materials;
- the storage of plant and materials used in constructing the development;
- wheel washing facilities;
- the routes of construction traffic to and from the site including any off-site routes for the disposal of excavated material; and
- strategy stating how surface water run off on and from the development will be managed during construction and protection measures for any sustainable drainage features. This should include drawing(s) showing how the drainage systems (temporary or permanent) connect to an outfall (temporary or permanent) during construction.

The Construction Management Plan and Method Statement shall also indicate detail measures to minimise disturbance during the construction process through noise, dust, vibration and smoke.

The development hereby permitted shall thereafter be undertaken in accordance with the approved Construction Management Plan and Method Statement.

Reason: In the interests of the safety and free passage of those using the adjacent public

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highway and to ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development during construction; and in the interests of the amenity of local residents.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

15 During the construction period, no construction on site and no deliveries to the site, shall take place on Sundays or Bank Holidays, or outside of the following times:

07:30 to 18:30 on Mondays to Fridays; and
09:00 to 13:30 on Saturdays.

Reason: In the interests of the amenity of local residents.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

16 No part of the development hereby permitted shall be occupied before the works to improve the public highway (by means of tactile crossing points at Burghley Close and the junction with the B1166, widen the footway on Cloot Drove from Victory Gardens to the B1166 to 2m) have been certified complete by the Local Planning Authority, by way of a discharge of conditions application.

Reason: To ensure the provision of safe and adequate means of access to the permitted development.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

17 Prior to the commencement of any development beyond oversite, an Estate Road Phasing and Completion Plan shall be submitted to and approved in writing by the Local Planning Authority.

The Plan shall set out how the construction of the development will be phased and standards to which the estate roads on each phase will be completed during the construction period of the development.

The development hereby permitted shall be carried out in accordance with the details so approved.

Reason: To ensure that a safe and suitable standard of vehicular and pedestrian access is provided for residents throughout the construction period of the development.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

18 Notwithstanding the submitted details, prior to the first occupation the development hereby permitted, an updated Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be in broad accordance with ADC3686-RP-D Version 3 (prepared by ADC Infrastructure Limited), and shall include a welcome pack (including travel vouchers) and a timetable for implementation.

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The Travel Plan must be implemented and adhered to in accordance with the timetable contained in the approved plan and shall continue to be implemented for as long as any part of the development is occupied.

Reason: In order that the permitted development conforms to the requirements of the National Planning Policy Framework, by ensuring that access to the site is sustainable and that there is a reduced dependency on the private car for journeys to and from the 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 33 of the South East Lincolnshire Local Plan, 2019, and Section 9 of the National Planning Policy Framework (December 2024).

19 No development shall take place until a written scheme of archaeological investigation has been submitted to and approved in writing by the Local Planning Authority. This scheme should include the following and should be in accordance with the archaeological brief supplied by the Lincolnshire County Council Historic Environment advisor on behalf of the Local Planning Authority:

1. An assessment of significance and proposed mitigation strategy (i.e. preservation by record, preservation in situ or a mix of these elements).
2. A methodology and timetable of site investigation and recording
3. Provision for site analysis
4. Provision for publication and dissemination of analysis and records
5. Provision for archive deposition
6. Nomination of a competent person/organisation to undertake the work
7. The scheme to be in accordance with the Lincolnshire Archaeological Handbook.

The archaeological site work shall only be undertaken in accordance with the approved written scheme.

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation, in compliance with Section 16 of the National Planning Policy Framework, December 2024. 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 29 of the South East Lincolnshire Local Plan, 2019 and Section 16 of the National Planning Policy Framework, December 2024.

20 The applicant shall notify the Lincolnshire County Council Historic Environment Department in writing of the intention to commence at least fourteen days before the start of archaeological work required in connection with Condition 19 above in order to facilitate adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in compliance with Section 16 of the National Planning Policy Framework, December 2024.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019 and Section 16 of the National Planning Policy Framework, December

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21 A copy of the final report required in connection with Condition 19 above shall be submitted within two years of the work being carried out to the Local Planning Authority and the Lincolnshire Historic Environment Record. The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

Reason: To ensure satisfactory arrangements are made for the recording of possible archaeological remains in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, December 2024.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

22 The development hereby permitted shall not commence until a biodiversity gain plan has been submitted to and approved in writing, by the Local Planning Authority. The development shall then be carried out in accordance with the details as approved.

Reason: To comply with Schedule 7A of the Town and Country Planning Act (1990, as amended).
This Condition is imposed in accordance with Schedule 7A of the Town and Country Planning Act (1990, as amended) and Policy 28 of the South East Lincolnshire Local Plan, 2019.

23 Prior to any vegetation clearance (defined as the deliberate removal of any semi-natural vegetative habitat e.g., grassland, trees, and native shrubs); or prior to the commencement of any development hereby permitted (whichever comes first); a written 30-year Habitat Management and Maintenance Plan (HMMP) for the Site in question shall be submitted to and approved in writing by the Local Planning Authority.

The approved HMMP shall be strictly adhered to and implemented in full for its duration and shall contain:

A) Aims, objectives and targets for management, including habitat target conditions matching the Statutory Biodiversity Metric submitted with the application.

B) Details of the phasing and implementation of the habitats

C) Details of the management operations necessary to achieving aims and objectives.

D) Preparation of a works schedule, including timescales for habitat clearance and habitat creation and/or enhancement.

E) Details of the monitoring needed to measure the effectiveness of management and details of an assessment as to whether the target condition is achieved within the time to target period specified within the approved metric.

F) Details of the persons responsible for the implementation and monitoring.

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G) Mechanisms of adaptive management and remedial measures to account for changes in the work schedule to achieve required targets.

H) Reporting on the delivery of on-site gains on years 1, 2, 5, 10, 20 and 30 following the implementation of the habitats in accordance with the above details.

Reason: To meet the requirements in delivering the Mandatory Biodiversity Net Gain and to ensure net gain in biodiversity is provided on site.
This Condition is imposed in accordance with Schedule 7A of the Town and Country Planning Act (1990, as amended) and Policy 28 of the South East Lincolnshire Local Plan, 2019.

24 The development hereby permitted shall be carried out in accordance with the mitigation, recommendations and provisions contained in the following list of ecological reports and plans:

- JBA24 482 ECO01 Rev F - Preliminary Ecological Appraisal of Land at Cloot Drove Crowland, dated November 2025, prepared by James Blake Associates Ltd
- JBA24-482_ECO06 - Cloot Road_Ecological Enhancement Strategy, prepared by James Blake Associates Ltd
- Ecological Enhancement Strategy, dated November 2025, prepared by James Blake Associates Ltd
- JBA 24 482 05 - Ecological Enhancement Plan
- JBA 24 482 06 - Ecological Enhancement Plan
- JBA 24 482 07 - Ecological Enhancement Plan
- JBA 24 482 08 - Ecological Enhancement Plan

This includes the need for the installation of bat and bird boxes as shown within these approved plans and documents.

Should any protected species be identified, or matters arise that were not otherwise previously encountered through the Ecological Appraisal, works shall stop and a detailed mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority prior to works recommencing.

Reason: In the interests of the protection of local wildlife, protected species, and 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, 3 and 28 of the South East Lincolnshire Local Plan, 2019 and the Environment Act 2021.

25 Prior to the commencement of any development hereby permitted, an ecological survey shall be carried out to determine the presence, or otherwise, of badgers upon the site, and the results of such a survey shall be submitted to the Local Planning Authority. If protected species are present, a working design, method and timetable to mitigate any harm to the species involved shall be submitted to and approved in writing before any works are carried out.

The development shall thereafter be carried out in accordance with the approved details.
This Condition is imposed in accordance with Section 15 of the National Planning Policy Framework, December 2024.

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26 In the event that contamination is found at any time when carrying out the development hereby approved that was not previously identified within the contamination reports submitted as part of this application, the development must stop and such findings must be reported immediately to the Local Planning Authority (LPA).

An investigation and risk assessment must be undertaken in accordance with details to be agreed with the Local Planning Authority. Where remediation is necessary, a remediation scheme must be submitted to and approved in writing by the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report shall be submitted to and approved by the Local Planning Authority.

No deviation shall be made from this scheme without the express written agreement of the Local Planning Authority.

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

27 Prior to the first occupation of plots 32-35, 50 and 51 hereby permitted, the refuse and recycling storage areas as shown on dwg no. P24-1403_DE_003_S_01 and approved under this Decision Notice, shall be carried out and installed, shall thereafter be so maintained.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

28 Details of the design and positions of all external boxes for gas and electricity supplies and of any gas flues and soil vent pipes shall be submitted to and approved in writing by the Local Planning Authority prior to their installation. The provision shall be installed in accordance with the details so approved and there shall be no variation from the details so approved.

Reason: To ensure that the Local Planning Authority retains control over these details 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

29 Prior to the commencement of any development hereby permitted beyond oversite, details of the installation of fire hydrants shall be submitted and approved in writing by the Local Planning Authority.

The details shall include the number, location, capacity and timeframe, for implementation of fire hydrants, and shall be prepared in consultation with Lincs Fire and Rescue.

The development shall be carried out in accordance with the details so approved.

Reason: In the interests of the amenity and safety of local residents.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan 2019

30 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.

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:

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

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

Biodiversity Net Gain

The applicant's attention is drawn to the following Biodiversity Net Gain requirement.

The effect of Paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 is that planning permission is deemed to have been granted subject to the "biodiversity gain condition". The effect of this "biodiversity gain condition" is that development granted by this notice must not begin unless:

(a) a Biodiversity Gain Plan has been submitted to the planning authority, and

(b) the planning authority has approved the plan, or

(c) the development is exempt from the biodiversity gain condition.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be South Holland District Council.

This permission will require the submission and approval of a Biodiversity Gain Plan and Habitat Management and Monitoring Plan (HMMP before development is begun). This is over and above the information submitted and considered as part of this application, and will be required before development is begun, because none of the statutory exemptions or transitional arrangements listed below are considered to apply.

For guidance on the contents, in respect of the details that must be submitted and agreed by the Local Planning Authority, prior to the commencement of the consented development, please see the GOV.uk website and Planning Practice Guidance.

Statutory exemptions and transitional arrangements

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These can be found at Paragraph: 003 Reference ID: 74-003-20240214 of the Planning Practice Guidance, which can be found at https://www.gov.uk/guidance/biodiversity-net-gain.

For clarity, the Local Planning Authority do not consider that any of the exemptions apply in this case. As such, the development hereby permitted will be subject to the biodiversity gain condition.

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

For clarity the LPA do not consider that irreplaceable habitats are present at this site.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

Effect of Section 73(2D) of the 1990 Act

Under Section 73(2D) of the Town and Country Planning Act 1990 (as amended) where

(a) a biodiversity gain plan was approved in relation to the previous planning permission ("the earlier biodiversity gain plan"), and

(b) the conditions subject to which the planning permission is granted:

(i) do not affect the post-development value of the onsite habitat as specified in the earlier

biodiversity gain plan, and

(ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat within the meaning of regulations made under paragraph 18 of Schedule 7A, do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier biodiversity gain plan.

- the earlier biodiversity gain plan is regarded as approved for the purposes of paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 (as amended) in relation to the planning permission.

In accordance with Section 59 of the Highways Act 1980, please be considerate of causing damage to the existing highway during construction and implement mitigation measures as necessary. Should extraordinary expenses be incurred by the Highway Authority in maintaining the highway by reason of damage caused by construction traffic, the Highway Authority may seek to recover these expenses from the developer.

All roads within the development hereby permitted must be constructed to an acceptable engineering standard. Those roads that are to be put forward for adoption as public highways must be constructed in accordance with the Lincolnshire County Council Development Road Specification that is current at the time of construction and the developer will be required to enter into a legal agreement with the Highway Authority under Section 38 of the Highways Act 1980. Those roads that are not to be voluntarily put forward for adoption as public highways, may be subject to action by the Highway Authority under Section 219 (the Advance Payments code) of the Highways Act 1980. For guidance, please refer to: https://www.lincolnshire.gov.uk.

The highway improvement works referred to in the above condition are required to be carried out by means of a legal agreement between the landowner and the County Council, as the Local Highway Authority.

For further guidance please visit: https://www.lincolnshire.gov.uk/adoptingimproving-roads-footpath.

Please contact the Lincolnshire County Council Streetworks and Permitting Team on 01522 782070 to discuss any proposed statutory utility connections and any other works which will be required within the public highway in association with the development permitted under this Consent. This will enable Lincolnshire County Council to assist in the coordination and timings of these works.

For further guidance please visit:
Traffic Management - https://www.lincolnshire.gov.uk/traffic-management
Licences and Permits - https://www.lincolnshire.gov.uk/licences-permits.

The existing ground level of the site must not be raised above the ground level of any surrounding land without further consultation with the Lead Local Flood Authority and Local Planning Authority, to consider suitable mitigation measures to ensure that surface water flood risk is not created or increased to land adjacent to the permitted development.

The approved site layout drawing/s demonstrate a network of edge lanes and permeable vehicular links which are proposed for adoption as public highway. Please note that should you decide, post-permission, to keep these streets as privately owned and maintained then this will require material changes to the layout to accommodate turning space for refuse

vehicles and bin collection points, as refuse vehicles will not enter private streets.

Phil Norman
Assistant Director - Planning and Strategic Infrastructure
South Holland District Council

24th July 2026

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

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SCHEDULE 3
THE OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING

1.1 Not to Commence the Development or permit Commencement of the Development unless and until the Affordable Housing Scheme has been submitted to and approved in writing by the Council.

1.2 Not to Occupy or permit the Occupation of more than 40% of the Market Dwellings until the construction of all Affordable Dwellings has been commenced in accordance with the Affordable Housing Scheme and written notification of that commencement has been received by the Council

1.3 Not to Occupy or permit the Occupation of more than 85% of the Market Dwellings until the construction of all Affordable Dwellings has been certified Practically Complete and has been transferred to the Affordable Housing Provider.

1.4 To use all reasonable endeavours to transfer the Affordable Dwellings which the Owner is obliged to provide under the Affordable Housing Scheme in accordance with paragraph 1.3 of this Schedule 3 to the Affordable Housing Provider and/or the Council in accordance with paragraph 1.5 below and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England on terms that accord with relevant funding requirements of Homes England current at the date of construction of the Affordable Housing.

1.5 The transfer shall contain inter alia the following:

1.5.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;

1.5.2. reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the Land;

1.6 For the purposes of this Deed "all reasonable endeavours" shall include (but not necessarily limited to) the following:

1.6.1 the Owner diligently undertaking negotiations with all willing Affordable Housing Providers and/or the Council unless and until paragraph 1.8 below applies;

1.6.2 the Owner shall avoid negotiating a sale to any Affordable Housing Provider of only the Intermediate Dwelling/Shared Ownership Dwelling where this would result in the Owner being unable to secure the transfer of the Rented Housing to an Affordable Housing Provider; and

1.6.3 the Owner keeping the Council informed of its progress in negotiating a sale when requested by the Council but in any event on a quarterly basis beginning with the Commencement of Development and proactively taking into account comments made by the Council on that progress

1.7 Where contracts are exchanged with an Affordable Housing Provider pursuant to paragraph 1.4 above to supply a certified copy of such contract to the Council within five (5) Working Days of such contract being completed.

1.8 Where the Affordable Housing Provider is unwilling to take a transfer of an Affordable Dwelling and the Owner has supplied to the Council evidence of the use of all reasonable endeavours to secure a transfer of such Affordable Dwelling to an Affordable Housing Provider (including copies of any offers to and responses from any Affordable Housing Provider) and the Council having taken into account paragraph 1.6 above is satisfied (acting reasonably) that having used all reasonable endeavours the Owner is unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owner shall at the Council's discretion either:

1.8.1 provide instead an alternative tenure of Affordable Housing for that Affordable Dwelling such tenure to be approved in writing by the Council acting reasonably AND where any such Affordable Dwelling is a tenure referred to in this Deed then that Dwelling shall be subject to the relevant provisions of this Deed SUBJECT TO the Owner paying an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Annex

A Part 1 for the difference in values of the tenure of the Affordable Housing such sum to be used for the provision of off-site Affordable Housing; or

1.8.2 pay to the Council an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Annex A Part 2 and upon the Council providing written confirmation that such Affordable Housing Contribution has been received that Affordable Dwelling shall be discharged from the terms of this Deed and the Owner shall be free to sell that Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling

1.9 All Affordable Housing must be constructed in accordance with such guidance as shall be issued by Homes England or its successor and approved in writing by the Council however in the absence of such guidance or standards shall be constructed to a standard agreed in writing with the Council.

1.10 All Affordable Dwellings shall be evenly integrated and indistinguishable from the Market Dwellings.

1.11 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that the obligations set out in this Schedule 3 shall not be binding on:

1.11.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

1.11.2 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor

1.12 The affordable housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT**:

a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses **AND**

b) if such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

2. PUBLIC OPEN SPACE

2.1 Prior to the Commencement of Development to submit to the Council for its approval the Public Open Space Management Scheme in respect of the Public Open Space.

2.2 Not to Commence Development unless and until the Public Open Space Management Scheme has been submitted to and approved in writing by the Council.

2.3 Not to Occupy or allow the Occupation of more than 75% of the Dwellings unless and until the Owner has:

2.3.1 laid out the Public Open Space including the LAP (having obtained all necessary heath and safety certificates for the same) in accordance with the approved Public Open Space Management Plan; and

2.3.2 either transferred the freehold of the Public Open Space to the Management Company (such Management Company having been approved in writing by the Council) or to an Affordable Housing Provider

2.3.3 In the event that the Public Open Space is transferred to the Management Company the transfer must:

2.3.3.1 Be for a consideration of £1

2.3.3.2 include a covenant on the part of the Management Company to maintain the Public Open Space in accordance with the Public Open Space Management Plan and the provisions of this Deed: and

2.3.3.3 permit the public at all time to gain access to the Public Open Space.

2.3.4 The Owner shall ensure that a copy of any transfer to the Management Company is delivered to the Council within 21 days of its completion; and

2.3.5 Where the Public Open Space is to be transferred to the Management Company the Owner shall procure that all buyers and future owners of the Dwellings pay the Management Company their due proportion of the costs to be incurred by the Management Company in performing its obligations referred to in this paragraph 2.

3. EDUCATION CONTRIBUTION

3.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until 50% of the Education Contribution has been paid to the Council.

3.2 Not to Occupy or permit the Occupation of more than 70% of the Dwellings unless and until the remaining 50% of the Education Contribution has been paid to the Council.

4. NHS CONTRIBUTION

4.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the NHS Contribution has been paid to the Council in full.

5. OPEN SPACE CONTRIBUTION

5.1 Not to permit Occupation of any Dwelling unless and until the Open Space Contribution has been paid to the Council in full.

6. TRAVEL PLAN CONTRIBUTION

6.1 Not to Occupy or permit the Occupation of any Dwelling unless and until the first instalment of the Travel Plan Contribution has been paid to the Council

6.2 On the anniversary date of the first instalment of the Travel Plan Contribution to pay the next instalment of the Travel Plan Contribution and then annually for three years thereafter

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. AFFORDABLE HOUSING

The Council shall co-operate with any Affordable Housing Provider and enter into any Nominations Agreement between the Affordable Housing Provider and the Council.

2. EDUCATION CONTRIBUTION

FOR THE AVOIDANCE OF DOUBT reference in this paragraph to the Education Contribution shall be to each tranche of the Education Contribution payable in accordance with paragraph 3 of Schedule 3

2.1 To pay the Education Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable after receipt from the Owner and to credit all interest so earnt on the Education Contribution to that account.

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

2.3 To pay the Education Contribution together within any interest thereon to the Education Authority upon receipt of a document from the Education Authority confirming that they will:

2.3.1 pay the Education Contribution into an appropriate interest-bearing section of the Education Authority's combined accounts ("Account") as soon as reasonably practicable and to credit all interest so earned on the Education Contribution to that Account.

2.3.2 apply the Education Contribution towards the expansion of Crowland Southview Primary School, the need of which arises from the Development and for no other purposes whatsoever.

2.3.3 return any unspent part of the Education Contribution together with any interest earnt pursuant to paragraph 2.3.1 above to the Council after the expiry of 10 years from the date of receipt of the Education Contribution.

2.4 to pay to the Owner any unspent monies together with all interest so earned received by them pursuant to paragraph 2.3.3 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 Education Contribution together within interest thereon.

3. NHS CONTRIBUTION

3.1 To pay the NHS Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable after receipt from the Owner and to credit all interest so earnt on the NHS Contribution to that account.

3.2 To notify the NHS within 10 working days of receipt of the NHS Contribution that the Council is in receipt of the NHS Contribution.

3.3 To pay the NHS Contribution to the NHS upon receipt of a document from the NHS that they will:

3.3.1 pay the NHS Contribution into an appropriate interest-bearing section of the NHS's combined accounts ("Account") as soon as reasonably practicable and to credit all interest so earned on the NHS Contribution to that Account.

3.3.2 apply the NHS Contribution for the purposes of the primary care provision at Abbeyview Surgery and Beechfield Medical Centre, the need of which arises from the Development and for no other purposes whatsoever; and

3.3.3 return any unspent part of the NHS Contribution together with any interest earnt pursuant to paragraph 3.3.1 above to the Council after the expiry of 10 years from the date of receipt of the NHS Contribution.

3.4 To pay to the Owner any unspent monies together with any interest so earned received by them pursuant to paragraph 3.3.3 within 28 days of receipt from the NHS or if such sum is not then paid to the NHS then to repay to the Owner within 10 years of receipt by the Council of the NHS Contribution.

4. OPEN SPACE CONTRIBUTION

4.1 To notify the Parish Council within 10 working days of receipt of the Open Space Contribution that the Council is in receipt of the Open Space Contribution.

4.2 To pay the Open Space Contribution to the Parish Council upon receipt of a document from the Parish Council confirming that it will:

4.2.1 apply the Open Space Contribution for the purposes of refurbishing Snowden Pavilion and/or Sports Field and for no other purposes whatsoever; and

4.2.2 return any unspent part of the Open Space Contribution to the Council after the expiry of 10 years from the date of receipt of the Open Space Contribution.

4.3 To pay to the Owner any unspent monies received by them pursuant to paragraph 4.2.2 above within 28 days of receipt from the Parish Council or if such sum is not then paid to the Parish Council then to repay to the Owner within 10 years of receipt by the Council of the Open Space Contribution.

5. TRAVEL PLAN CONTRIBUTION

5.1 To notify the Highway Authority within 10 Working Days of receipt of each instalment of the Travel Plan Contribution that the Council is in receipt of the Travel Plan Contribution.

5.2 To pay each instalment of the Travel Plan Contribution to the Highway Authority within 10 Working Days following notification that the Council is in receipt of the Travel Plan Contribution.

6. GENERAL

6.1 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.

6.2 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.

SCHEDULE 5

NOMINATION AGREEMENT

Dated *20....*

(1) South Holland District Council

and

(2) [REGISTERED PROVIDER]

NOMINATION AGREEMENT

Relating to land at

[LOCATION]

South Holland District Council

Council Offices

Priory Road

Spalding

PE11 2XE

SHDC Reference: LD/

THIS DEED is made the day of Two thousand and .....

BETWEEN

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

(2) [REGISTERED PROVIDER] whose registered office is situated at [registered office] ("the Association")

RECITALS

(A) The Council resolved on [insert date] to grant planning permission for the Development subject to the provision of ..... (...) dwellings to be delivered as affordable housing. The Council has agreed that [..... (...) Rented Dwellings and [..... (...) Shared Ownership Dwellings] shall be provided to meet the obligation to provide affordable housing.

(B) The Association intends to take a transfer of the Rented Dwellings and by this Deed the Association agrees with the Council that the said Rented Dwellings shall be let to occupiers in accordance with the nomination procedure detailed in Clause 4 below allowing the Council to nominate 100% of the initial tenants of each Rented Unit and thereafter at least 75% of the tenants of each Rented Unit.

(C) The Association intends to take a transfer of the Shared Ownership Dwellings and by this Deed the Association agrees with the Council that the Shared Owner Dwellings shall be disposed of by the Association in accordance with Clause 5 below

NOW THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS

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

"the Development" means the erection of .... dwellings on land [insert location] with planning application reference .....

"District" means the District of South Holland

"Local Housing Need" means local housing need as determined by the Council in accordance with the Council's Housing Allocations Policy

"Nomination Notice" means a notice served by the Council on the Association providing details of nominated prospective tenants for a Rented Unit in accordance with Clause 4.3.3 of this Deed

"Protected Tenant" means (i) any tenant who has:

(a) exercised the right to acquire pursuant to the Housing Act 1996 or the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a Rented Unit; or

(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a Rented Unit; and

(ii) any lessee of a Shared Ownership Unit

"Rented Dwellings" means the ..... (...) Rented Dwellings (as specified in Annex A) to be provided as affordable rented dwellings [and as social rented housing] as defined in Annex 2 of the National Planning Policy Framework dated December 2024 or any replacement amendment or supplemental guidance to it on the land to which the nomination rights contained in Clause 4 shall relate.

"Shared Ownership Dwellings" means the ..... (...) Shared Ownership Dwellings (as specified in Annex B) as defined in Annex 2 of the National Planning Policy Framework dated December 2023 or any replacement amendment or supplemental guidance to it on the land to which the allocation procedure in Clause 5 shall relate.

"Vacancy Notice" means a notice served by the Association giving the Council notice that a Rented Unit is available for occupation or re-let as appropriate.

"Working Day" 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 and in the case of the Council, successors to its functions.

3. NOTICES

3.1 Any notice or document which is required to be given under the terms of this Deed shall be sent by email and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice.

3.2 The Council's email for service is allocations@sholland.gov.uk (or such other email address as the Council may from time to time notify the Association).

3.3 The Association's email address for service is [RP Email Address] (or such other email address as the Association may from time to time notify the Council).

3.4 Service shall be deemed to be made on the day of transmission if transmitted before 4:00 pm on a Working Day but otherwise on the next following Working Day

4. NOMINATIONS PROCEDURE: RENTED DWELLINGS

The Council understands that some housing applicants might not meet the Association's Lettings Policy standards and could be refused an offer of accommodation. Such applicants are unlikely to have been accepted onto the housing register by the Council unless they have evidenced, they are suitable to be a social housing tenant. The Council will carry out verification checks when an applicant applies for inclusion onto the housing register and during regular reviews. If an applicant has committed any unacceptable behaviour such as anti-social behaviour or has severe rent arrears outstanding, they are likely to be refused or removed from the register. These checks should reduce the likelihood of the Association rejecting an applicant for an offer of social housing. However, if an applicant is to be refused by the Association, the applicants should be informed, ideally in writing of the reasons for refusal and what they need to do to be reconsidered for future offers.

4.1 Subject to the provisions of this Deed the initial occupiers of each of the Rented Dwellings shall be nominated by the Council.

4.2 After the initial nominations and subject to the provisions of this Deed the Council shall have the right to nominate the occupiers of at least 75% of all Rented Dwellings which become vacant.

4.3 Where the Council's rights of nomination apply the following provisions shall apply:

4.3.1 the Association shall serve on the Council a Vacancy Notice giving to the Council.

(a) 6 weeks' notice that a Rented Unit is ready for occupation in respect of an initial let; and

(b) 5 Working Days' notice of impending vacancy of a Rented Until in respect of a re-let

4.3.2 the Vacancy Notice shall include the following details:

(a) address of the Rented Unit.

(b) weekly rental and any service charges.

(c) number of bedrooms and maximum occupancy.

(d) age designation; and

(e) any other relevant information such as adaptations to the Rented Unit

4.3.3 The Council shall within fifteen (15) Working Days (in respect of an initial let) and ten (10) Working Days (in respect of a re-let) of receipt of the Vacancy Notice serve on the Association a Nomination Notice containing in priority order details of as many names and addresses of persons known to the Council as being in Local Housing Need as the Council considers appropriate.

4.3.4 If the initial Nomination is exhausted without the tenancy having been accepted the Association will notify the Council and the Council will have a further period of five

(5) Working Days within which to provide a further Nomination Notice in accordance with the above provisions.

4.3.5 A Rented Unit shall be offered to occupiers in accordance with the following provisions:

(a) the tenancy of a Rented Unit shall first be offered to the person whose name appears first on the Nomination Notice. The Association has the ability to reject a nominee however the nominee has a right to appeal;

(b) if that person shall refuse or fail to accept the offer of a tenancy the Rented Unit shall be offered to the person whose name next appears on the Nomination Notice and if that person shall also refuse or fail to accept the offer of a tenancy then this process shall be repeated as often as may be necessary until EITHER the offer of a tenancy has been accepted OR the initial Nomination Notice and any further Nomination Notices have been exhausted without the tenancy having been accepted;

(c) with any NEW BUILD PROPERTY EITHER the initial Nomination Notice and any further Nomination Notices are exhausted without the tenancy having been accepted OR the Council fails to provide a Nomination Notice OR the Council advises that it is not aware of any persons whom it considers to be in Local Housing Need then the Association shall have the right to select the occupier of the Rented Unit from its own applications provided such person or persons are in Local Housing Need BUT FOR THE AVOIDANCE OF DOUBT it is hereby agreed that if the Association exercises such a right the tenancy shall not be considered a Council nomination for the purpose of determining the sequence of nominations provided for in this Deed.

4.3.6 the Association will notify the Council:

(a) within three (3) Working Days of the end of the acceptance period where the prospective tenant fails to accept a tenancy;

(b) within three (3) Working Days where a prospective tenant provisionally accepts a tenancy;

(c) within three (3) Working Days where a prospective tenant refuses the tenancy including any reasons for refusal given;

(d) within three (3) Working Days of any decision by the Association that the prospective tenant does not meet the Association's criteria including the reasons why the prospective tenant does not meet such criteria; and

(e) within three (3) Working Days of the start date of the tenancy

4.3.7 the Association will liaise with the Council where the Owner wishes to use for a management transfer any vacancy for which the Council has nomination rights.

4.4 the Association shall provide to the Council details of all lettings completed in respect of all Rented Dwellings such returns to be made quarterly to the Council.

5. ALLOCATION PROCEDURE: SHARED OWNERSHIP DWELLINGS

5.1 The Association or its nominated agent shall not permit any Shared Ownership Dwelling to be occupied except by a person who satisfies the Governments (or any successor) criteria as at the date of an application for a Shared Ownership Dwelling.

5.2 The Association or its nominated agent shall on a quarterly basis provide to the Council reports on the sales of the Shared Ownership Dwellings including qualifying nature of the purchasers, percentage of equity purchased and the overall price of the Shared Ownership Dwelling

6. DISPUTES AND MEDIATION PROCEDURE

6.1 Any disputed cases arising from this Deed will be discussed and dealt with by the Council's Housing Options Manager (or successor post) (or such other officer as the Council may from time to time notify the Association) and the Association's [insert post] (or successor post)

6.2 If they cannot decide then the Council's Head of Housing (or successor post) and the Association's [insert post] (or successor post) will discuss the case and make a final decision.

7. AGREEMENTS AND DECLARATIONS

7.1 This Deed is personal to the Association and the Council and for the avoidance of doubt IT IS HEREBY DECLARED that this Deed shall not bind.

7.1.1 any Protected Tenant;

7.1.2 any mortgagee or charge of a Protected Tenant;

7.1.3 any mortgagee or charge of the Association or any receiver (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) or the whole or any part of the Rented Dwellings and/or Shared Ownership Dwelling or any persons or bodies deriving title through such mortgagee or charge or Receiver.

7.2 The parties hereto agree and declare that the parties hereto shall have the right to vary this Deed in writing if they jointly so wish.

Signed on behalf of SOUTH

HOLLAND DISTRICT COUNCIL

Signed on behalf of

[ASSOCIATION]

ANNEX A

RENTED DWELLINGS

Plot no Unit Type Bedrooms

ANNEX B

SHARED OWNERSHIP DWELLINGS

Plot no Unit Type Bedrooms

ANNEX A

AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

The Affordable Housing Contribution is calculated as follows: *A = (B less C) multiplied by D*

Where:

A = the Affordable Housing Contribution

B = the value of the relevant dwelling if subject to the alternative tenure referred to in paragraph 1.7.1 of Schedule 3 as determined by an independent expert and agreed by all parties

C = the value of the relevant dwelling(s) if subject to the tenure specified in the Affordable Housing Scheme in this Deed as determined by an independent expert or agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The costs for re-determining the values of B and C will be fully recharged to the Owner. The independent expert will be appointed and act under Clause 13

Part 2

The Affordable Housing Contribution is calculated as follows: A = *(B less C) multiplied by D*

Where:

A = the Affordable Housing Contribution

B = the open market value of the relevant dwelling if it were not subject to the terms of this Deed as determined by an independent expert and agreed by all parties

C = the value of the relevant dwelling subject to the terms of this Deed as determined by an independent expert and agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be calculated by the independent expert appointed and acting under Clause 13 when no more than 60% of the Market Dwellings have been completed and will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The Owner will reimburse the Council for the full cost of the independent valuation in all but exceptional circumstances.

ANNEX B
AFFORDABLE HOUSING PLAN



KEY

- SITE BOUNDARY
- AFFORDABLE RENT UNITS
- SHARED OWNERSHIP UNITS
- DENOTES 5M WIDE WILDLIFE CORRIDOR
- PROPOSED TREE PLANTING (REFER TO LANDSCAPING PROPOSALS)
- 3M WIDE SWALE TO PRIMARY STREET

Cloot Drove, Crowland | Accommodation Schedule

REV P

Open Market Units

Unit Type	No. Beds	Storeys	No. of Units	Sqft./unit	Total Sqft
Hartley	1	2	4	635	2,540
Loxley	2	2	16	855	13,680
Morley	3	2	27	1001	27,027
Oatley	3	2	7	1001	7,007
Totley	4	2	6	1165	6,990
Total Open Market Dwellings			60		57,244 sqft

Affordable Rent Units

Unit Type	No. Beds	Storeys	No. of Units	Sqft./unit	Total Sqft
Hartley	1	2	4	635	2,540
Loxley	2	2	4	855	3,420
Morley	3	2	3	1001	3,003
Oatley	3	2	1	1001	1,001
Totley	4	2	2	1165	2,330
Total Affordable Rent			14		12,294 sqft

Shared Ownership Units

Unit Type	No. Beds	Storeys	No. of Units	Sqft./unit	Total Sqft
Loxley	2	2	2	855	1,710
Morley	3	2	2	1001	2,002
Oatley	3	2	2	1001	2,002
Total Shared Ownership			6		5,714 sqft
Total Affordable			20		18,008 sqft
Total Dwellings			80		75,252 sqft
Net Developable Area					1.99 hectares 4.92 acres
Coverage					15,303 sqft/acre
Density					40 dph

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NORMANTON ROAD, CROWLAND – PROPOSED LAYOUT (ALLOCATION LAND)

PEGASUS GROUP

| PEGASUSGROUP.CO.UK | TEAM/DRAWN BY: TC/ET/RWB/LL | APPROVED BY: RWB | DATE: 20/01/2026 | SCALE: 1:500@A0 | DRWG: P24-1403_DE_003_S_01 | CLIENT: ALLISON HOMES |