

Dated

20th December.

2021

(1) South Holland District Council

and

(2) Mark Hildred and Bryan Turner and Paul Jeffrey Thompson

and

(3) National Westminster Bank Plc

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

**Relating to land known as Home Farm,
Main Road, Deeping St Nicholas, Spalding**

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

SHDC Reference: LD/H03-0161-17

Date

20th December

2021

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and
- (2) **MARK HILDRED** of Bank House, Broad Street, Spalding PE11 1TB and **BRYAN TURNER** of Burr Lodge, Burr Lane, Spalding PE12 6AZ and **PAUL JEFFREY THOMPSON** of Roythornes Limited, Enterprise Way, Pinchbeck, Spalding PE11 3YR ("the Executors of the Estate of Ray Turners acting as the Owners"); and
- (3) **NATIONAL WESTMINSTER BANK PLC** (Company Registration Number 929027) whose registered office is at 250 Bishopsgate London EC2M 4AA and whose address for service is Credit Documentation PO Box 339 Manchester M60 2AH ("the Mortgagee")

INTRODUCTION

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.
- (B) The Owners are the Executors of the Estate of Ray Turner who was the freehold owner together with Patricia Ann Turner of the Land part of which is registered under Title Number LL52904 which is subject to a two registered charges in favour of the Mortgagee the first registered charge dated 22 December 1989 referred to in entry number 1 of the charges register of title number LL52904 and the second registered charge dated 18 July 1991 referred to in entry number 3 of the charges register of title number LL52904.
- (C) Ray Turner Partnership acting through the Executors has via their agent applied to the Council for outline planning permission for the Land under reference H03-0161-17 for residential development for up to 120 Dwellings, a Village Hall and ancillary development.
- (D) The Council resolved on 29 April 2021 to grant Planning Permission for the Development in accordance with the Application subject to the Owners entering this Deed without which Planning Permission for this Development would be refused.
- (E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- (F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being 11 of the total number of Dwellings to be provided as part of the Development 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)
"Affordable Housing"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated February 2019, 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 Provider"	means (a) a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the

	Development) (b) a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England or (c) an alternative affordable housing provider (including but not limited to a housing trust or company, a community land trust or an almshouses society) which has been approved by the Council in writing (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Scheme"	means the scheme submitted as part of the Reserved Matters Application for securing the Affordable Housing and detailing the design, mix, size and location of the Affordable Housing to be to be provided as part of the Development and consisting of 8 Rented Dwellings and 3 Shared Ownership Dwellings (or 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)
"Affordable Rent Dwelling"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and where the rent and service charge must not exceed the local housing allowance for the relevant area which is reviewed annually and "Affordable Rent" shall be construed accordingly

"Application"	means the application for Planning Permission for the Development and allocated reference number H03-0161-17
"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 begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of: • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services,

	• the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Land for 120 Dwellings, a village hall and ancillary development pursuant to the Planning Permission
"Development Costs"	means the costs reasonable and properly incurred by the Owner in the construction of the Development and disposal of the Dwellings excluding any taxes which are recoverable by the Owner as approved by the Valuer
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Education Authority"	means the Local Education Authority for the area within which the land is situated.
"Education Contribution"	means a sum that shall be calculated per dwelling in line with the Education Formula as set out in Annex B to this Deed which arises out of the need to provide Primary School, Secondary School and Sixth-Form places the contribution of which shall be used towards a fourth classroom and ancillary facilities at Deeping St Nicholas Primary and towards an extension at The Deepings Secondary.

"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford. Determined with regard to local incomes and local house prices and who will be proposed as the owners and/or occupiers of an Affordable Dwelling in accordance with a Nomination Agreement AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of Intermediate Dwellings where those provisions would prevent it from being included on Homes England's National Affordable Housing Programme or any successor programme approved by the Council in writing
"Expert"	means such person as may be appointed to act as an expert under the dispute provisions contained in Clause 16
"Gross Sales Receipt"	means the total net consideration in money or monies worth received for the sale of each Dwelling after the deduction of the costs of financial or other incentives provided by the Owner in order to facilitate the sale of each Dwellings PROVIDED THAT (a) the anticipated income from any loans provided by the Developer to any purchaser of a Dwelling to finance the purchase of that Dwelling shall be included within the calculation of the consideration to be received from the sale of that

	Dwellings (b) such financial or other incentives shall be individually itemised by the Owner as part of the Open Book Analysis; and (c) where any Dwellings has not yet been sold the anticipated sale price for that Dwelling shall be included as approved by the Valuer
"Health Care Facilities Contribution"	means the sum of £666 per Dwelling which shall be subject to any increases in accordance with the Health Care contribution formula as set out at Annex C to the Deed to be used for the purposes of improving healthcare facilities in the locality, primarily by upgrading existing clinical rooms and redeveloping areas to provide more clinical space at Munro Medical Centre, Beechfield Medical Centre and Pennygate Health Centre to accommodate the additional staffing requirements
"Health Care Provider"	means the relevant regional health care provider for NHS England
"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 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
"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
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Affordable Rental 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.

"Off-Site Affordable Housing Contribution"	means a financial contribution to be paid by the Owner to the Council in lieu of the provision of additional on-site Affordable Dwellings equivalent to fifty percent (50%) of the amount by which the Profit Margin exceeds 17.5% of the Gross Sales Receipts from the sale of the Market Dwellings and the Village Hall and 5% of the Gross Sales Receipts from the transfer of the Affordable Dwellings
"Open Book Analysis"	means a review of the Gross Sales Receipts and the Development Costs with supporting documentation prepared and certified by the Owner as complete and approved and either verified as accurate and reasonable or adjusted (as appropriate) by the Valuer or the Expert (as appropriate) to identify the Profit Margin and to calculate the Off-Site Affordable Housing Contribution (if any). Where any amounts of income value or costs are not realised by the date of the Open Book Analysis reasonable estimates thereof shall be provided and approved by the Valuer or the Expert (as appropriate) and any items not attributable wholly to the Gross Sales Receipts or Development Costs of the Dwellings shall be reasonably apportioned
"Parish Council"	means Deeping St Nicholas Parish Council or such other community organisation

"Plan"	means the plan attached to this Deed labelled as drawing number 70-ISP-01 being the illustrative site layout plan submitted with the Application
"Planning Permission"	means the outline 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 and including any subsequent Reserved Matters Approval
"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.
"Profit Margin"	means the Gross Sales Receipts less the Development Costs as determined in accordance with the Open Book Analysis
"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.
"Rented Dwellings"	means dwellings which are available to rent from an Affordable Housing Provider which will include either Affordable Rent Dwellings or Social Rented Dwellings
"Reserved Matters Application"	means an application for the discharge of reserved matters pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval granted by the Council pursuant to the Reserved Matters Application
"Shared Ownership Dwellings"	means dwellings purchased on a Shared Ownership Lease

"Shared Ownership Lease"	means a lease in a form approved by Homes England model shared ownership lease or where there is no such form in a form approved by the Council. Such lease to provide for the following: - not more than 75% and not less than 25% 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.
"Valuer"	means a valuer agreed in writing by the Council and the Owner employed by the valuation office agency or an expert recommended by Homes England or such other suitable and independent body approved in writing by the Council
"Village Hall"	means the village hall building to be constructed on the Land and to be transferred to the Parish Council

"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England
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2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.
- 3.2 The covenants, restrictions and obligations imposed upon the Owners under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein are conditional upon:

- (a) the grant of Planning Permission and;
- (b) the Commencement of Development

SAVE FOR the provisions of Clauses 8.2, 8.4 and 12 (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 OWNERS'S COVENANTS

5.1 The Owners 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 Owners shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.

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

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

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

- 8.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the 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.
- 8.9 This Deed shall not be enforceable against:
- 8.9.1 The owner or occupier of any Market Dwelling or against any Protected Tenant or against a mortgagee (unless they become a mortgagee in possession) (other than the provision of Schedule 3 relating to Affordable Housing which do apply to Chargees as defined in this Deed);
 - 8.9.2 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;
 - 8.9.3 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;
- 8.10 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.
- 8.11 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.

9. MORTGAGEE'S CONSENT

- 9.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owners

10. SECTION 73 APPLICATIONS

- 10.1 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 obligations.

11. WAIVER

- 11.1 No waiver (whether expressed or implied) by the Council or the Owners 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 Owners 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 Owners 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.

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 Schedule Three 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 Owners 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 (except in relation any dispute referred by the Owner or the

Council in relation to any approval or adjustment made by the Valuer arising from an Open Book Analysis where the costs shall be borne by the party that submitted the matter to the Expert).

- 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 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 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. JURISDICTION

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

18. EXECUTION AND DELIVERY

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

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

SCHEDULE 1

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

The Land is known as Home Farm, Main Road, Deeping St Nicholas, Spalding, PE11 3EN and falling within Title Number LL52904 shown for identification purposes only edged red on the Plan.

SCHEDULE 2
DRAFT PLANNING PERMISSION

Waller Planning
Suite A
19-25 Salisbury Square
Old Hatfield
Herts
AL9 5BT

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

Reference: H03-0161-17 **Date of Decision:**

Applicant: Ray Turner Partnership
C/O Waller Planning
Suite A
19-25 Salisbury Square
Old Hatfield, Herts
AL9 5BT

Location: Home Farm Deeping St Nicholas Spalding Lincs

Description: Outline planning application with all matters reserved - Erection of up to 120 dwellings and a village hall and ancillary development

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

- 1 Application for approval of reserved matters must be made not later than three years beginning with the date of this permission, and the development must be begun before the expiration of two years from the final approval of reserved matters or in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: As required by Section 92 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:

Geoenvironmental Report
Phase 1 Desk Study Report
Protected Species Report

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

- 3 No development shall take place without the prior written approval of the Local Planning Authority of all details of the following matters:
- i) the layout, scale and external appearance of the building(s) (including a schedule of external materials to be used);
 - ii) the means of access to the site; and
 - iii) the landscaping of the site (including boundary treatment).

The development shall be carried out as approved.

Reason: To meet the requirements of Section 92 of the Town and Country Planning Act 1990.

- 4 A detailed scheme of construction management to minimise disturbance during the construction process through noise, dust, vibration and smoke shall be submitted to and approved in writing by the Local Planning Authority before the development commences and the construction process shall be carried out in accordance with the scheme so approved. It shall also include a method statement, detailing how construction traffic, site personnel vehicles, materials deliveries and site accommodation will be managed to safeguard highway safety, free passage along Littleworth Drove and residential amenity.

Reason: In the interests of the amenity of local residents. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

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

Reason: In the interests of highway safety during the construction process. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

- 6 Prior to the commencement of the first use of the development hereby permitted details of provision for the storage/parking of at least 2 bicycles for all approved dwellings shall be approved in writing by the Local Planning Authority.

Reason: To ensure that adequate secure facilities are provided for cyclists using the site. This Condition is imposed in accordance with Policy 36 of the South East Lincolnshire Local Plan, 2019.

- 7 Before each dwelling (or other development as specified) is occupied, the roads and footways providing access to that dwelling, for the whole of its frontage from an existing public highway, shall be constructed to a specification to enable them to be adopted as Public Highway, less the carriageway and footway surface courses. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling (or other development as specified).

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 and that the roads and footways are completed within a reasonable period following completion of the dwellings.

This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

- 8 No dwelling (or other development as specified) shall be commenced before the first 50 metres of estate road from its junction with the public highway, including visibility splays, have been completed.

Reason: To ensure construction and delivery vehicles, and the vehicles of site personnel may be parked and/or unloaded off the existing highway, in the interests of highway safety and the amenity of neighbouring residents.

This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

- 9 Before any dwelling is occupied, all of that part of the estate road and associated footways that forms the junction with the main road and which will be constructed within the limits of the existing highway, shall be laid out and constructed to finished surface levels in accordance with details to be submitted and approved by the local planning authority.

Reason: In the interests of safety, to avoid the creation of pedestrian trip hazards within the public highway from surfacing materials, manholes and gullies that may otherwise remain for an extended period at dissimilar, interim construction levels.

This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

- 10 The permitted development shall be undertaken in accordance with a surface water drainage scheme which shall first have been approved in writing by the Local Planning Authority.

The scheme shall:

- be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development;
- 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 1.4 litres per second;

- 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 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 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, the permitted development.

This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

- 11 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree planting indicating, inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting maintenance and such a scheme shall require the approval of the Local Planning Authority before any development is commenced. Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

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

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

- 12 Prior to the commencement of the development hereby permitted beyond oversight, a plan illustrating all areas of publicly accessible open space shall 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 a specification and phasing that shall first be agreed in writing by the Local Planning Authority, and shall thereafter be so maintained.

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.

- 13 A management plan for the areas of publicly accessible open space and any outdoor play areas, including management responsibilities and maintenance schedules, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development hereby permitted beyond oversight. 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.

- 14 The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters and private water supply has been submitted to and approved in writing by the Local Planning Authority (LPA) and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures:

i) if identified as being required following the completion of the desk-top study, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters and private water supply. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.

ii) thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters and private water supply affecting the site shall be submitted to and approved in writing by the LPA, and all requirements shall be implemented and completed to the satisfaction of the LPA. No deviation shall be made from this scheme. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspect contamination has been submitted to and agreed in writing by the LPA.

iii) two full copies of a full closure report shall be submitted to and approved in writing by the LPA. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Note

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

The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

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.

- 15 The development permitted by this planning permission shall be carried out in accordance with the approved flood risk assessment (ref: 18706/FRA and DS, Rev. C) dated 02 September 2020 and the following mitigation measures detailed within the FRA:
-Finished floor levels within the hazard extent and Flood Zone 3 shall be set a minimum of 300mm above existing ground level as shown on the Preliminary Drainage Strategy drawing (ref:18706-LEBC-5-SK002)

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

This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

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

Reason: To ensure that the site is adequately drained and to avoid pollution.

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

- 17 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.

- 18 The water consumption of each dwelling hereby permitted should not exceed the

requirement of 110 litres per person per day (as set out as the optional requirement in Part G of the Building Regulations 2010 and the South East Lincolnshire Local Plan, 2019). The person carrying out the work must inform the Building Control Body that this duty applies. A notice confirming the requirement for the water consumption has been met shall be submitted to the Building Control Body and Local Planning Authority, no later than five days after the completion of each individual dwelling.

Reason: To protect the quality and quantity of water resources available to the district. This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

- 19 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 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.

- 20 Prior to the commencement of the development hereby permitted, details of a scheme for the provision of bird and bat boxes to be installed on dwellings within the site shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be fully implemented prior to the completion of the development hereby approved, and shall thereafter be retained.

Reason: To enhance the potential for the site to be used by species such as roosting bats and nesting birds.

This Condition is imposed in accordance with Section 15 of the National Planning Policy Framework, 2019.

- 21 No dwelling shall be occupied until a scheme for the provision of infrastructure to ensure the availability of water supplies to the Fire Service in the event of an emergency, have been submitted to and approved in writing by the Local Planning Authority. The details as approved, including timings, shall be fully implemented before any dwelling is occupied and shall be retained thereafter.

Reason: In the interests of fire safety. 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 5 of the South East Lincolnshire Local Plan, 2019.

Notes:

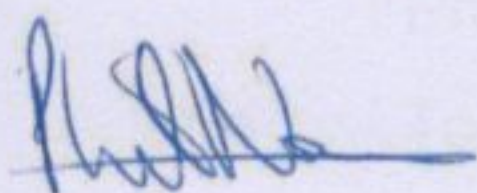
The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation

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

All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. 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. In all cases, the developer is advised to undertake early discussions with statutory undertakers to co-ordinate the laying of utility services under the highway.



Phil Norman
Planning Manager
South Holland District Council

6th October 2021

BUILDING REGULATIONS:

This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk

SCHEDULE 3

THE OWNERS'S COVENANTS

The Owners covenants with the Council as follows:

1. AFFORDABLE HOUSING (GENERAL)

- 1.1 Prior to Commencement of Development the Affordable Housing Scheme shall be submitted to the Council as part of the Reserved Matters Application.
- 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 60% 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 Owners is obliged to provide under the Affordable Housing Scheme to the Affordable Housing Provider 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;
 - 1.5.3 a covenant by the Affordable Housing Provider not to use the transferred Affordable Housing other than for the purposes of providing Affordable Housing in perpetuity but subject to the

exemption clauses at paragraph 1.10 and 1.11 below.

- 1.6 For the purposes of this Deed "all reasonable endeavours" shall include (but not necessarily limited to) the following:
 - 1.6.1 the Owners 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 Owners shall avoid negotiating a sale to any Affordable Housing Provider of only the Intermediate Dwelling where this would result in the Owners being unable to secure the transfer of the Rented Housing to an Affordable Housing Provider;
 - 1.6.3 the Owners 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 Owners has supplied to the Council evidence of the use of 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 Owners is unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owners 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 Owners 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 Owners 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 Housing Units shall be evenly integrated and indistinguishable from the Market Dwellings.

- 1.11 From the date of Practical Completion of the Affordable Dwellings in each Phase they shall not be used other than for Affordable Housing save that this obligation 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 Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.12 below; and

1.11.3 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 Chargee **PROVIDED THAT** such Chargee 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** if such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely

2. OFF-SITE AFFORDABLE HOUSING CONTRIBUTION

- 2.1 Not to Practically Complete nor permit to be Practically Completed the Village Hall or more than 114 Dwellings (being 95% of the Dwellings) unless and until:
- 2.1.1 the Owner has submitted the Open Book Analysis to the Valuer for approval or adjustment; and
 - 2.1.2 the Owner has paid to the Council the Off-Site Affordable Housing Contribution as approved or adjusted by the Valuer or (where the dispute provisions at clause 16 have been invoked) by the Expert unless the Open Book Analysis as approved by the Valuer or the Expert (as appropriate) shows that the Off-Site Affordable Housing Contribution is nil
- 2.2 The Owner shall pay to the Council the Off-Site Affordable Housing Contribution (if any) within twenty five (25) Working Days from the date of approval or adjustment of the Off-Site Affordable Housing Contribution by the Valuer or the Expert (as appropriate)
- 2.3 Where payment under this paragraph 2.1 is late then the Owner shall in addition pay to the Council Interest in accordance with clause 14 **AND IT IS ACKNOWLEDGED THAT** where the Owner or the Council disputes any approval or adjustment of the Valuer given under the paragraph 2.1 the Owner or the Council may invoke the dispute provisions at clause 16 within twenty (20) Working Days from the date of receipt of the Valuer's notification to the Owner and the Council of the approval or adjustment but where the dispute provisions are not so invoked by the Owner or the Council the calculation by the Valuer of the Off-Site Affordable Housing Contribution shall be deemed to be accepted by the Owner and the Council.
- 2.4 That in the event that the Owner fails to Practically Complete the Village Hall and all of the Dwellings and the Council has good reason to believe that the

Owner has no intention of Practically Completing the Village Hall and all of the Dwellings within a reasonable time being no earlier than five (5) years from the date of the Planning Permission the:

- 2.4.1 the Council may request and the Owner shall submit to the Valuer within ten (10) Working Days of such a request an Open Book Analysis in relation to those Dwellings which have been Practically Completed; and
- 2.4.2 upon final approval or adjustment by the Valuer or the Expert (as appropriate) of the Open Book Analysis to pay to the Council any Off-Site Affordable Housing Contribution due within twenty five (25) Working Days of notification of such approval or adjustment and where payment under this paragraph is late then the Owner shall in addition pay to the Council Interest in accordance with clause 14; and
- 2.4.3 with effect from the date of a request from the Council under paragraph 2.4.1 the Owner shall not Occupy or allow Occupation of more than ten (10) further Dwellings which at the date of such request remain vacant or are to be Practically Completed until such time as the Open Book Analysis has been approved or adjusted by the Valuer and any contribution due under this paragraph 2.4 has been paid **AND IT IS ACKNOWLEDGED THAT** where the Owner or the Council disputes any approval or adjustment of the Valuer given under the paragraph 2.4 the Owner or the Council may invoke the dispute provisions at clause 16 within twenty (20) Working Days from the date of receipt of the Valuer's notification to the Owner and the Council of the approval or adjustment but where the dispute provisions are not so invoked by the Owner or the Council the calculation by the Valuer of the Off-Site Affordable Housing Contribution shall be deemed to be accepted by the Owner and the Council **AND FOR THE AVOIDANCE OF DOUBT** in the event that an Open Book Analysis is provided in accordance with paragraph 2.4 this shall not discharge the requirement of paragraph 2.1 which shall continue to apply but with due credit being given for any of the Off-Site Affordable Housing Contribution already paid in

accordance with this paragraph 2.4

- 2.5 That the Owner shall provide to the Valuer and (where appropriate) the Expert such further information and evidence as he deems reasonably necessary to verify the accuracy or appropriateness of any information contained within any Open Book Analysis within ten (10) Working Days or demand or such later date as may reasonably specified by the Valuer or Expert (as appropriate) taking into account the type of information or evidence required.
- 2.6 That expect where any dispute provisions in clause 16 are invoked by the Owner or the Council the Owner shall pay the Valuer's costs in connection with each Open Book Analysis within twenty five (25) Working Days of demand either to the Council or to the Valuer direct as directed by the Council.
- 2.7 If within thirty (30) Working Days of the legal completion of the sale of the last Dwelling on the Development the Owner provides the Valuer and the Council with evidence that the Gross Sales Receipts and/or the Development Costs estimated in the Open Book Analysis carried out in accordance with paragraph 2.1 were more (in the case of Gross Sales Receipts) or less (in the case of Development Costs) than the actual Gross Sales Receipts and/or Development Costs (as appropriate) then the Owner shall submit a revised Open Book Analysis to the Valuer based on the actual Gross Sales Receipts and Development Costs and the Valuer shall approve or adjust (as appropriate) the revised Open Book Analysis and recalculate the Off-Site Affordable Housing Contribution and any positive balance between the Off-Site Affordable Housing Contribution paid in accordance with paragraph 2.1 minus the Off-Site Affordable Housing Contribution calculated in accordance with this paragraph 2.7 shall be repaid by the Council to the Owner within twenty five (25) Working Days **AND IT IS ACKNOWLEDGED THAT** where the Owner or the Council disputes any approval or adjustment of the Valuer given under this paragraph 2.7 the Owner or the Council may invoke the dispute provisions at clause 16 within twenty (20) Working Days from the date of receipt of the Valuer's notification to the Owner and the Council of the approval or adjustment but where the dispute provisions are not so invoked by the Owner or the Council the calculation by the Valuer of the Off-Site Affordable Housing Contribution shall be deemed to be accepted by the Owner and the Council.

3. EDUCATION CONTRIBUTION

- 3.1 The Owner covenants to pay 50% of the Education Contribution to the Council prior to first Occupation of 35% of the Dwellings and to pay the remainder of the Education Contribution prior to First Occupation of 70% of the Dwellings.

4. HEALTHCARE FACILITIES CONTRIBUTION

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

5. VILLAGE HALL

- 5.1 Subject to the receipt of all necessary statutory consents and/or permissions construct a building and car park on the Land in accordance with the Reserved Matter Approval
- 5.2 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the Village Hall has been constructed and transferred to the Parish Council.

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**

- 2.1 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.
- 2.2 To pay the Education Contribution to the Education Authority upon receipt of a document from the Education Authority confirming that they will:
 - 2.2.1 apply the Education Contribution towards a fourth classroom and ancillary facilities at Deeping St Nicholas Primary and towards an extension at The Deepings Secondary, the need of which arises from the Development and for no other purposes whatsoever.
 - 2.2.2 return any unspent part of the Education Contribution to the Council after the expiry of 5 years from the date of receipt of the Education Contribution.
- 2.3 to pay to the Owner any unspent monies received by them pursuant to paragraph 2.2.2 within 28 days of receipt from the Education Authority or if such sum is not then paid to the Education Authority then to repay to the Owner within 5 years of receipt by the Council of the Education Contribution.

3. **HEALTH CARE FACILITIES CONTRIBUTION**

- 3.1 To notify the Health Care Provider within 10 working days of receipt of the Health Care Facilities Contribution that the Council is in receipt of the Health Care Facilities Contribution.
- 3.2 To pay the Health Care Facilities Contribution to the Health Care Provider upon receipt of a document from the Health Care Provider that they will:

- 3.2.1 apply the Health Care Facilities Contribution for the purposes of improving healthcare facilities in the locality, primarily by upgrading existing clinical rooms and redeveloping areas to provide more clinical space at Munro Medical Centre, Beechfield Medical Centre and Pennygate Health Centre to accommodate the additional staffing requirements, the need of which arises from the Development and for no other purposes whatsoever; and
 - 3.2.2 return any unspent part of the Health Care Facilities Contribution to the Council after the expiry of 5 years from the date of receipt of the Health Care Facilities Contribution.
- 3.3 To pay to the Owner any unspent monies received by them pursuant to 3.2.2 within 28 days of receipt from the Health Care Provider.

4. GENERAL

- 4.1 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.
- 4.2 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 [..... (...) Intermediate Dwellings] shall be provided to meet the obligation to provide affordable housing.
- (B) Dwellings and [..... (...) Intermediate Dwellings] shall be provided to meet the obligation to provide affordable housing.
- (C) 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 nominations procedure detailed in Clause 4 below allowing the Council to nominate 100% of the initial tenants of each Rented Dwelling and thereafter at least 75% of the tenants of each Rented Dwelling.
- (D) The Association intends to take a transfer of the Intermediate Dwellings and by this Deed the Association agrees with the Council that the Intermediate 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
-------------------	--

<i>"District"</i>	<i>means the District of South Holland</i>
<i>"Intermediate Dwellings"</i>	<i>means the (...) Intermediate Dwellings (being plot numbers x, x, x and x on the Development) to be provided as as defined in Annex 2 of the National Planning Policy Framework dated February 2019 or any replacement amendment or supplemental guidance to it on the land to which the allocation procedure in Clause 5 shall relate</i>
<i>"Local Housing Need"</i>	<i>means local housing need as determined by the Council in accordance with the Council's Housing Allocations Policy</i>
<i>"Nomination Notice"</i>	<i>means a notice served by the Council on the Association providing details of nominated prospective tenants for a Rented Dwelling in accordance with Clause 4.3.3 of this Deed</i>
<i>"Protected Tenant"</i>	<i>means (i) any tenant who has:</i> <i>(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 Dwelling; or</i> <i>(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a Rented Dwelling; and</i> <i>(ii) any lessee of an Intermediate Dwelling</i>
<i>"Rented Dwellings"</i>	<i>means the (...) Rented Dwellings (being plot numbers x, x, x and x on the Development) to be provided as affordable</i>

	<i>rented dwellings [and (being plot numbers x, x, x, and x on the Development) to be provided as social rented housing] as defined in Annex 2 of the National Planning Policy Framework dated February 2019 or any replacement amendment or supplemental guidance to it on the land to which the nomination rights contained in Clause 4 shall relate</i>
<i>"Vacancy Notice"</i>	<i>means a notice served by the Association giving the Council notice that a Rented Unit is available for occupation or re-let as appropriate</i>
<i>"Working Day"</i>	<i>means any day other than a Saturday Sunday or public or bank holiday in England</i>

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**

- 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) 4 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 Dwelling in respect of a re-let

4.3.2 the Vacancy Notice shall include the following details:

- (a) address of the Rented Dwelling;
- (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 five (5) 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 Dwelling shall be offered to occupiers in accordance with the following provisions:

- (a) the tenancy of a Rented Dwelling shall first be offered to the person whose name appears first on the Nomination Notice;
- (b) if that person shall refuse or fail to accept the offer of a tenancy the Rented Dwelling 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) where **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 Dwelling 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 ten (10) Working Days of the end of the acceptance period where the prospective tenant fails to accept a tenancy;
- (b) within ten (10) Working Days where a prospective tenant provisionally accepts a tenancy;
- (c) within ten (10) Working Days where a prospective tenant refuses the tenancy including any reasons for refusal given;
- (d) within ten (10) 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: INTERMEDIATE DWELLING**

- 5.1 *The Association shall not permit any Intermediate Dwelling to be occupied except by a person who satisfies the HomeBuy Agent (or any successor) or the Council's qualifying criteria*

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 Intermediate Dwellings 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

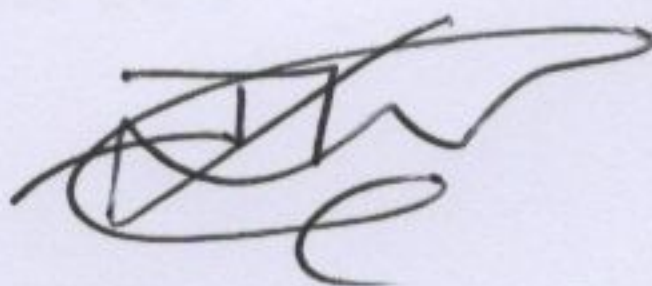
Signed on behalf of

[ASSOCIATION]

The **COMMON SEAL** of **SOUTH**
HOLLAND DISTRICT COUNCIL

was hereunto affixed
in the presence of:-

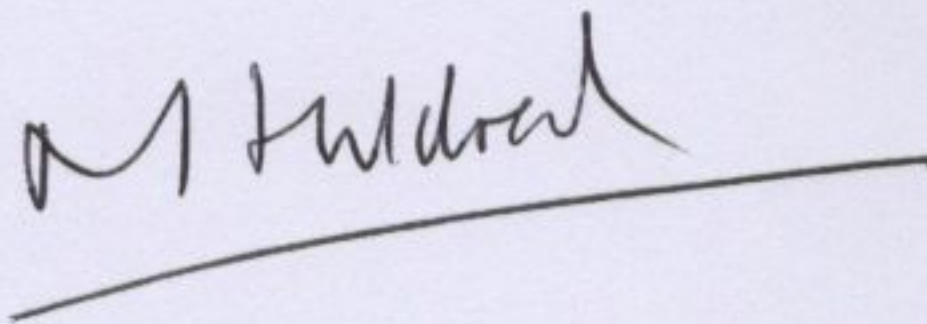
Authorised Signatory



13514

SIGNED as a DEED by**MARK HILDRED**

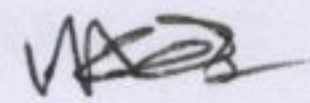
in the presence of:



Name of Witness

VICKY BAILEY

Signature of witness



Address

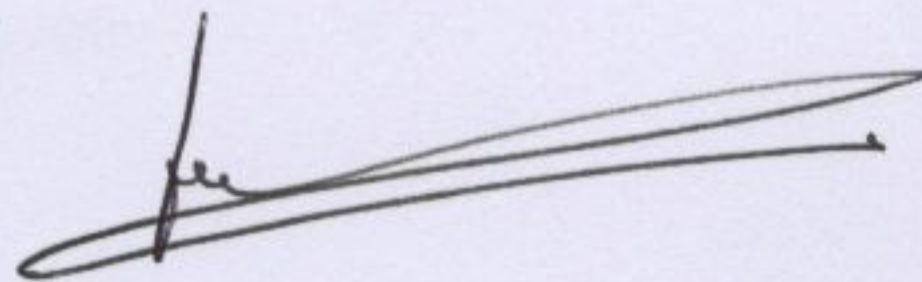
MOORE THOMPSON
BANK HOUSE, SPALDING, PE11 1TB

Occupation

RECEPTIONIST

SIGNED as a DEED by**BRYAN TURNER**

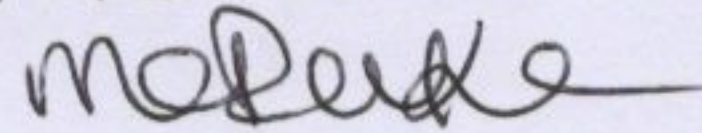
in the presence of:



Name of Witness

MICHELLE PARKER

Signature of witness



Address

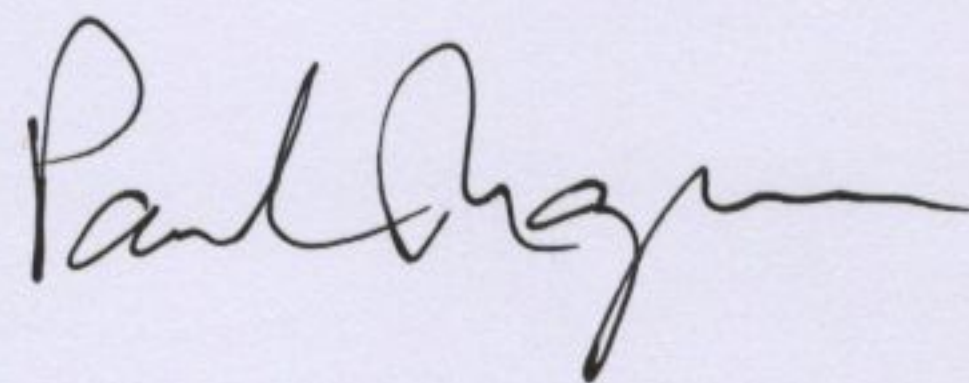
MOORE THOMPSON
BANK HOUSE, SPALDING, PE11 1TB

Occupation

RECEPTIONIST

SIGNED as a DEED by**PAUL JEFFREY THOMPSON**

in the presence of:



Name of Witness

NEIL DENNY

Signature of witness



Address

ROTHBORNE,

14 PARK ROW,

NOTTINGHAM

Occupation

SOLICITOR

SIGNED and DELIVERED as a DEED

For and on behalf of

NATIONAL WESTMINSTER BANK PLC

by a duly authorised Attorney

In the presence of

Witness' Signature-Bank employee

Executed and Delivered as a deed
for and on behalf of
THE NATIONAL WESTMINSTER BANK PLC
by a duly authorised Attorney

In the presence of:-

Ian Mason

Witness' Signature – Bank employee

IAN MASON

Richard Simpson
Documentor

Part 2

The Affordable Housing Contribution is calculated as follows: $A = (B \text{ less } C) \text{ multiplied by } D$

Where:

A = the Affordable Housing Contribution

ANNEX A

AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

The Affordable Housing Contribution is calculated as follows: $A = (B \text{ less } C) \text{ multiplied by } D$

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: $A = (B \text{ less } C) \text{ multiplied by } D$

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

Education Contribution Formula

Please note the contributions will be calculated by working out the total number of each type of house proposed within the development ranging from 2 bedroom houses to 4+ bedroom houses which will then be multiplied by the PPR as set out below:

Primary School Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	Number of homes in each category	PPR	Total number of primary places
2 Bedroom		0.09	
3 Bedroom		0.17	
4+ Bedroom		0.33	
Grand Total			

Total number of Primary Places x **£12,257** (Primary Cost Multiplier*) = Contribution (£)
 Contribution x **0.92** (Local Multiplier **) = **Total Contribution to be paid for Primary Places**

Secondary School Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	Number of homes in each category	PPR	Total number of primary places
2 Bedroom		0.09	
3 Bedroom		0.17	
4+ Bedroom		0.27	
Grand Total			

Total number of Secondary Places x **£18,469** (Secondary Cost Multiplier*) = Contribution (£)

Contribution x **0.92** (Local Multiplier **) = **Total Contribution to be paid for Secondary Places**

Sixth Form Places

Relevant PPR (Pupil Productivity Ratio)

House Type (category)	Number of homes in each category	PPR	Total number of primary places
2 Bedroom		0.018	
3 Bedroom		0.034	
4+ Bedroom		0.054	
Grand Total			

Total number of Sixth Form Places x **£20,030** (Sixth Form Cost Multiplier*) = Contribution (£)

Contribution x **0.92** (Local Multiplier **) = **Total Contribution to be paid for Sixth Form Places**

* Multipliers are reviewed and the most current multiplier should be used at the time of payment of the contribution

** to reflect the average build cost in Lincolnshire

NB: The number of pupils is determined as a whole number so any pupil numbers are rounded down to the nearest whole number

Annex C
HEALTHCARE CONTRIBUTION FORMULA

	Average list size per GP	Required m2	£ per m2	Total cost	£per person
GP team	1,800	170	2,300	£391,000	217
GP furnishings	1,800			£20,000	12
					229
Contingency requirements @ 20%					46
Total per resident					275
Total per dwelling (resident x 2.42)					666

The Table above shows the contribution formula which is based on the needs of a Primary Care Health Team and associated administration support. By applying average national list sizes to these groups and identifying the required area and furnishing, a total of £275 per patient is determined. This figure is multiplied by 2.42 (the average number of persons per dwelling for the South Holland area) to provide a funding per dwelling of £666

NB The figures may be reviewed and the most current figure published at the time of the payment of the contribution should be used