Burrell, Becky

From: Gedney, David
Sent: 10 September 2023 17:07
To: _planningadvice
Subject: FW: H08-0271-23 - S.106 Agreement - Corner of Cheal Road/Saltfleet Lane, Gosberton
Attachments: 20230906 - Completed S106 Agreement Corner of Cheal Rd.pdf

Please scan email and attachment – 3106 (S106)

Regards

David Gedney
Senior Planning Officer
South Holland District Council
T: 01775 764468
E: dgedney@sholland.gov.uk

Working Days: Monday, Tuesday & Thursday



Please note that any informal officer opinion expressed by this email is without prejudice and is not binding on the Council during the consideration of any formal application.

From: Davies, Lisa <ldavies@sholland.gov.uk>
Sent: 06 September 2023 11:37
To: Gedney, David <DGedney@sholland.gov.uk>
Cc: Simmonds, Mark <Mark.Simmonds@sholland.gov.uk>; Norman, Phil <pnorman@sholland.gov.uk>; Wilson, Catherine <CWilson@sholland.gov.uk>; Seaton, Amanda <amandaseaton@sholland.gov.uk>; Cernova, Jelena (PSPS) <Jelena.Cernova@pspsl.co.uk>
Subject: H08-0271-23 - S.106 Agreement - Corner of Cheal Road/Saltfleet Lane, Gosberton

Good Morning,

Please find attached a copy of the above s.106 agreement, which was completed today; 6 September 2023. The decision notice can now be issued.

Catherine – Copy attached for adding to the Local Land Charges Register.

Amanda/Jelena – For information only - there are no financial obligations. The agreement is to ensure that an earlier planning permission is not implemented.

Kind Regards
Lisa

Lisa Davies
Senior Planning Lawyer
South Holland District Council

DD: 01775 764511
M: 07747 631415
E: ldavies@sholland.gov.uk
www.sholland.gov.uk | www.boston.gov.uk
www.e-lindsey.gov.uk | www.selcp.gov.uk



My working week is Monday and Wednesday 8:30 – 16:45; Tuesday 8:30 – 16:30; and Thursday 7:30 – 15:00

Dated 6th September **2023**

(1) South Holland District Council

and

(2) Christopher Michael Wheeler and Helen Wheeler

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

Relating to land on the north side of Cheal Road (being on the corner of Cheal Road and Saltfleet Lane), Gosberton, Spalding

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

SHDC Reference: LD/H08-0271-23

Date 6th September 2023

BETWEEN

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

(2) **CHRISTOPHER MICHAEL WHEELER** and **HELEN WHEELER of** Cawood Farm, Cawood Lane, Gosberton, Spalding, PE11 4HB ("the Owners");

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 Owner is the freehold owner of the Land registered under title number LL327564 free from encumbrances

(C) The Owners have via their agent applied to the Council for planning permission for the Land under reference H08-0271-23 for a proposed residential dwelling, extension/conversion to the existing cold store barn and demolition of existing agricultural barns.

(D) The Council has resolved to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for this Development would be refused.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended

"Application"	means the application for planning permission for the Development and allocated reference number H08-0271-23
"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 a proposed residential dwelling, extension/conversion to the existing cold store barn and demolition of existing agricultural barns, pursuant to the Planning Permission

"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Plan"	means the plan attached to this Deed labelled as drawing number J1931-PL-10 being the site location plan and existing block plan submitted with the Application
"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
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all

instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

2.7 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

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 7, 8.3 and 10 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

6. NOTICES AND RECORD KEEPING

6.1 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.

6.2 The Owner shall serve the Commencement Notice upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

7. THE COUNCIL'S COSTS

7.1 The Owners shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs of £1,000 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed.

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

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

8.4 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

8.5 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.

8.6 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.

8.7 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.

8.8 This Deed shall not be enforceable against:

8.8.1 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; and

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

8.9 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.

8.10 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. WAIVER

9.1 No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the 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.

11. DISPUTE RESOLUTION

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

12. SECTION 73 APPLICATIONS

12.1 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.

13. JURISDICTION

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

14. EXECUTION AND DELIVERY

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

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

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



Authorised Signatory

SIGNED as a **DEED** by **CHRISTOPHER MICHAEL WHEELER** in the presence of:

Name of Witness PATRICIA ANN RIDDLES

Signature of witness P.A. Riddles

Address THE RETREAT, ARGOS HILL, ROTHERFIELD E. SUSSEX TN6 3QH

Occupation RETIRED

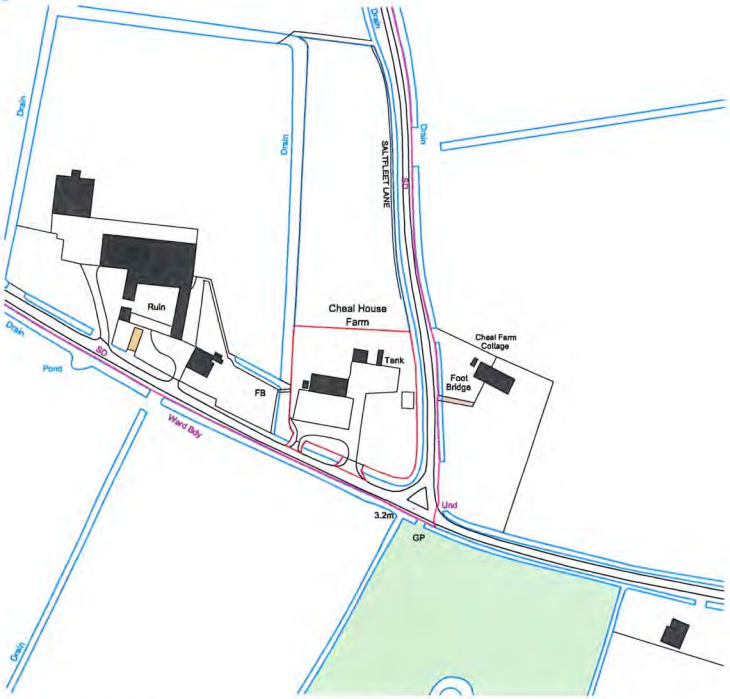
SIGNED as a **DEED** by
HELEN WHEELER Helen Wheeler
in the presence of:

Name of Witness PATRICIA ANN RIDDLES
Signature of witness P.A. Riddle
Address THE RETREAT, ARGOS HILL, ROTHERFIELD, E. SUSSEX TN6 3QH
Occupation RETIRED

SCHEDULE 1

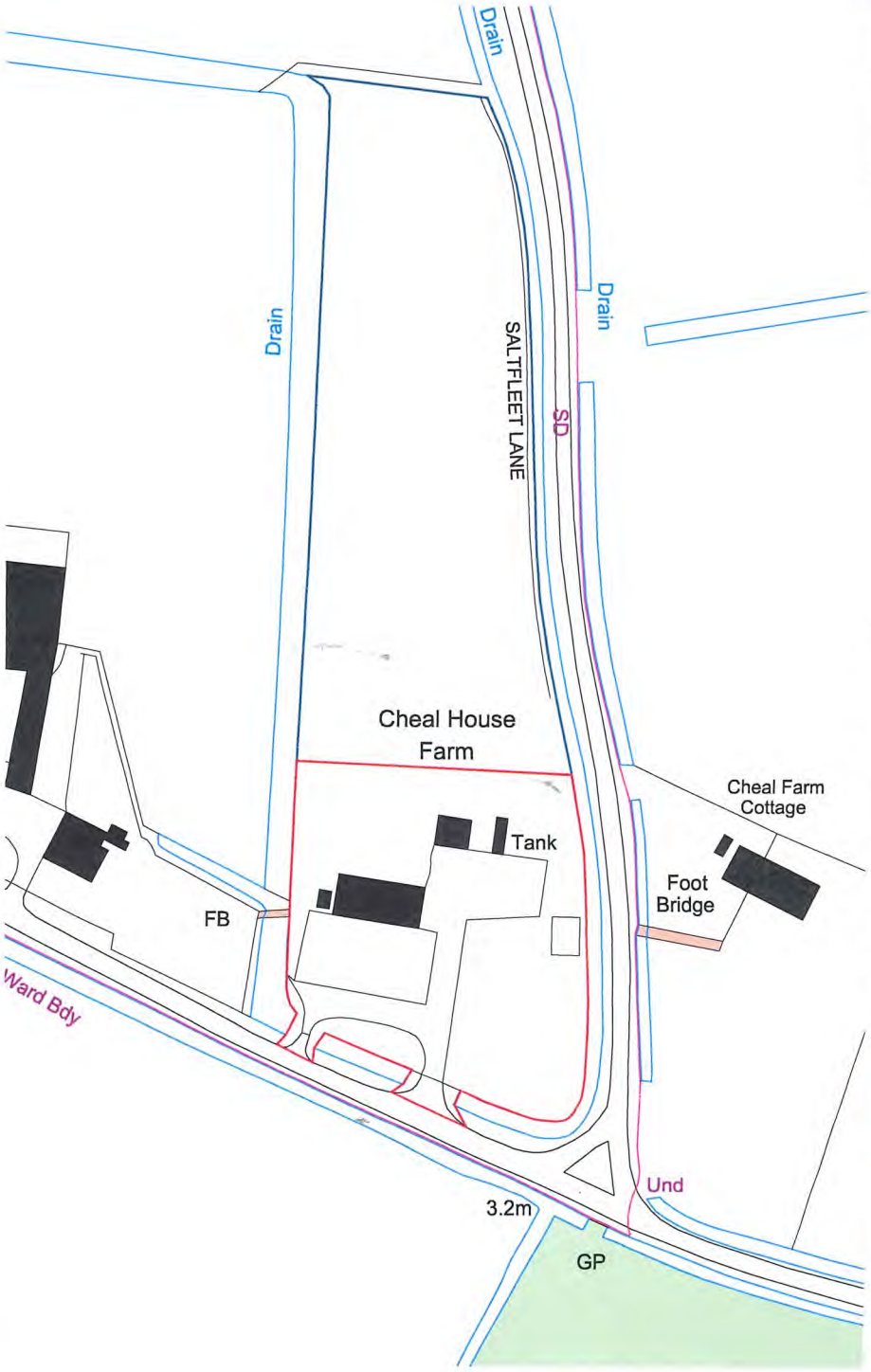
DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land on the north side of Cheal Road (being on the corner of Cheal Road and Saltfleet Lane), Gosberton, Spalding and falling within Title Number LL327564 shown edged red, for identification purposes, on the Plan.



SITE LOCATION PLAN
1 : 1250

0 50 100



EXISTING BLOCK PLAN
1 : 500

0 25 50

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GENERAL NOTES
This drawing is to be read in conjunction with all relevant Engineers, Architect's and specialists drawings. Do not scale from this or any other Origin Design Studio drawing. All dimensions to be checked on site prior to construction or fabrication. Changes to specification are to contractors risk. All changes should be brought to the attention of the client/Building Control for approval. Please report any errors immediately.

Rev.	Description	Date	Checked / Rev. by
P01	Issued to the LPA.	17/08/2023	MAT / MAT

Client
Mr & Mrs Wheeler

Project Title
Proposed Residential Dwelling and associated Equestrian Activities

Site Details
Corner of Cheal Road/ Saltfleet Lane,
Gosberton Fen, Spalding
PE11 4BD

Title
SITE LOCATION PLAN & EXISTING BLOCK PLAN

Drawing Number
J1931-PL-10

Print Size
A1

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Origin Design Studio Ltd
Holly House, Meadow Lane
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E. info@origindesignstudio.co.uk
www.origindesignstudio.co.uk

RIBA
Chartered Practice

SCHEDULE 2
DRAFT PLANNING PERMISSION

Origin Design Studio Ltd.
Brunel House
Deepdale Enterprise Park
Nettleham
Lincoln
LN2 2LL

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: H08-0271-23 **Date of Decision:**

Applicant: Mr & Mrs C Wheeler
C/O Origin Design Studio Ltd.
Brunel House
Deepdale Enterprise Park
Nettleham
LN2 2LL

Location: Corner Of Cheal Road/Saltfleet Lane Surfleet Spalding

Description: Proposed dwelling, extension/conversion to the existing cold store barn and demolition of existing agricultural barn, change of use of additional land to residential garden curtilage and temporary siting of caravan during construction phase

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

1 The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: As required by Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:
Application Form
J1931-PL-00 Rev. P03
J1931-PL-01 Rev. P02
J1931-PL-02 Rev. P02

J1931-PL-03 Rev. P02
J1931-PL-04 Rev. P02
J1931-PL-05 Rev. P02
J1931-PL-10 Rev. P01
J1931-PL-11 Rev. P01
J1931-PL-12 Rev. P01
J1931-PL-13 Rev. P01
Existing photographs of timber agricultural barn
Flood Risk Assessment by Origin Design Studio Ltd (Ref. J1798 Rev. A01 - 17 March 2023)
Preliminary Ecological Appraisal by CGC Ecology dated April 2023

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

3 Before the commencement of the dwelling and carport beyond oversite, details of the external materials to be used for external walls and roofs of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The materials used in the development shall conform to the details so approved.

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

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

NOTE: The submitted landscaping proposals shall demonstrate that Biodiversity Net Gain will be achieved on site, using the Biodiversity Metric 3.1 (or any successor).

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, and that Biodiversity Net Gain will be achieved.
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.

5 The development shall be carried out strictly in accordance with the recommended mitigation measures within the Preliminary Ecological Appraisal accompanying the application.

Reason: In the interest of nature conservation and protected species.
This Condition is imposed in accordance with national guidance contained in Section 15 of

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the National Planning Policy Framework, 2021.

6 Before the commencement of the dwelling hereby permitted beyond oversite full details of ecological biodiversity measures to be installed in conjunction with the development shall be submitted to and approved in writing by the Local Planning Authority. The measures shall thereafter be constructed/installed in accordance with the details so approved prior to the development being brought into use and shall thereafter be retained.

Note: The development should include a number of ecological bio-diversity measures in accordance with the recommendations within the Preliminary Ecological Appraisal accompanying the application.

Reason: To ensure that the development is able to deliver a net gain in biodiversity.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in the National Planning Policy Framework, 2021.

7 Prior to commencement of the dwelling beyond oversite details of a barn owl nest box to be erected on site (including timescale) shall be submitted to and approved in writing by the Local Planning Authority. It shall thereafter be erected on site in accordance with the approved details. It shall thereafter be retained on site and be permanently made available for use for that purpose.

Note: The Barn Owl box should either be within the roof space of the store or pole mounted.

Reason: To ensure the protection of Barn Owls in accordance with the provisions of the Wildlife & Countryside Act, 1981.
This condition is imposed in accordance with advice within the National Planning Policy Framework, 2021.

8 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, including/plus the following measures:
- Finished floor levels shall be set 300mm above existing ground level;
- Flood resilient construction shall be incorporated within the development up to 300mm above finished floor level.
The mitigation measures shall be fully implemented prior to occupation.

Notes
The applicant is advised to refer to the following document for information on flood resilience and resistance techniques that could be incorporated into the development: "Improving Flood Performance of New Buildings - Flood Resilient Construction" (Department for Communities and Local Government, 2007).
Future occupants are advised to sign up to the Environment Agency's free Floodline Warnings Direct Service.

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

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This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

9 The occupation of the temporary caravan shall cease on the date of the occupation of the dwelling and the removal of the caravan hereby approved shall be completed within three months of the cessation of occupation of the caravan(s).

Reason To ensure the development is undertaken in accordance with stated intentions and in the interest of the flood safety of the caravans' occupants
This condition is imposed in accordance with Policies 1 and 4 of the South East Lincolnshire Local Plan, 2019.

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

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

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

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

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If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 10 above and remediation is required, a full copy of a verification report shall be submitted to, and approved in writing by, the Local Planning Authority prior to the first occupation of the development. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation objectives and criteria has been fully met.

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

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

12 Before the commencement of the dwelling hereby granted beyond oversite, full details of the proposed means of foul and surface water disposal to separate systems shall be submitted to and approved in writing by the Local Planning Authority and the details so approved shall be implemented in full before there are any flows into the receiving systems.

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

13 The water consumption of the 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 the 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.

14 The use of the outbuilding shall remain incidental to the use of the dwelling hereby permitted. It shall not be used for commercial purposes or as an independent dwelling.

Reason: To enable the Local Planning Authority to assess whether such uses would be acceptable on policy, amenity and highway grounds. Independent occupation of the building would be tantamount to the formation of a new dwelling in the open countryside which would be contrary to national guidance contained in Section 5 of the National Planning Policy Framework, 2021 and Policy 1 of the South East Lincolnshire Local Plan, 2019.

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This Condition is imposed in accordance with Policies 1, 2 and 3 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 subsequently determining to grant planning permission.

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 and can only be implemented as a consequence of meeting the provisions of that Agreement.

The applicant is reminded that it is an offence under the Wildlife and Countryside Act, 1981 (as amended) to kill, injure, or take (handle) any protected species occupying a place of shelter or protection and also to take, damage or destroy the nest of any wild bird while that nest is in use or being built. If evidence of bats is found before or whilst the work is carried out you are advised to contact Natural England at their Lincoln office (telephone 03000 603900).

Your attention is drawn to correspondence from the Welland and Deeping Internal Drainage Board dated 6 June 2023. You are advised of the need to comply with the requirements of the Drainage Board, which are covered by their own Bye-laws. You are further advised that any future amendments to this application and/or compliance with Conditions must also respect those Bye-laws. Please contact the Drainage Board directly for further information.

The permitted development requires the formation of a new/amended vehicular access. These works will require approval from the Highway Authority in accordance with Section 184 of the Highways Act. The works should be constructed in accordance with the Authority's specification that is current at the time of construction. Relocation of existing apparatus, underground services or street furniture will be the responsibility of the applicant, prior to application. For approval and specification details, please contact vehiclecrossings@lincolnshire.gov.uk

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.

Phil Norman
Head of Planning
South Holland District Council

August 2023

BUILDING REGULATIONS:

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

SCHEDULE 3
(THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

1) Not to implement the Development otherwise than in accordance with the Planning Permission, and

2) Not to implement planning permission H08-0443-22 which is dated 4 July 2022.