Dated 11 NOVEMBER 2026

(1) South Holland District Council

and

(2) Argo Petroleum Limited

and

(3) Mahmoud Ahmmed Sukarno

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

Relating to land known as Hook's of Holbeach, Fleet Street, Holbeach, Spalding
(incorporating 45 Fleet Street, Holbeach, Hook's of Holbeach, 45-47 Fleet Street, Holbeach and land and buildings on the north side of Fleet Street, Holbeach, Spalding)

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

SHDC Reference: LD/H09-0174-26

Date 11 NOVEMBER 2026

BETWEEN

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

(2) **ARGO PETROLEUM LIMITED** (Company Registration No. 03911655) of Whaplode Service Station, High Road, Whaplode, Spalding, PE12 6TJ of ("the First Owner"); and

(3) **MAHMOUD AHMMED SUKARNO** of 208 High Road, Whaplode, Spalding, PE12 6TJ ("the Second Owner")

INTRODUCTION

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

(B) The First Owner is the freehold owner of the part of the Site registered under Title Numbers LL382723 and LL382724.

(C) The Second Owner is the freehold owner of part of the Site registed under title number LL210333.

(D) The Second Owner has via his agent applied to the Council for planning permission for the Site under reference H09-0174-26 for the Development.

(E) The Council resolved under delegated authority to grant Planning Permission for the Development in accordance with the Planning Application subject to the Owners entering this Deed without which Planning Permission for the Development would be refused.

(F) 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
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development (Full) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of any temporary means of enclosure, and • the temporary display of site notices or advertisements • erection of temporary facilities for security personnel and the erection of security cameras; • erection of boards advertising the Development, and • the construction of temporary site compound and welfare facilities/buildings/enclosures of a temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling

	after its use as a temporary marketing suite and the words "Commence" and "Commenced" shall be construed accordingly
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the demolition of existing single storey shop and erection of 6no. new Dwellings, alongside development to No.45 Fleet Street (to form a total of 7no. dwellings) pursuant to the Planning Permission
"Dwelling"	means any dwelling (including all houses, maisonettes, flats, bungalows and all other varieties of accommodation) which may be built or are intended to be built on the Site pursuant to the Planning Permission
"Highway Authority"	means Lincolnshire County Council acting as highway authority for the area within which the Site is situated or any successor authority to its statutory function
"Index"	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
"Indexation"	means indexed as set out in Clause 12 of this Deed
"Interest"	means interest at the base rate of Bank of England plus 4%

"Monitoring Fee"	means the sum of one thousand nine hundred and sixteen pounds (£1,916)
"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.
"Owners"	means the First Owner and the Second Owner together
"Plan"	means the plan attached to this Deed labelled as drawing number 4202-23 15K being the Site Plan – Existing and Proposed Location Plan submitted with the Planning Application
"Planning Application"	means the application for planning permission for the Development and allocated reference number H09-0174-26
"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Planning Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Site"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Traffic Regulation Order Contribution"	means the sum of one thousand eight hundred pounds (£1,800) which shall be used towards highway improvements on Edinburgh Walk to include the installation

	of full height kerbs at the frontage and a traffic regulation order for double yellow lines
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.

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

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

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

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

2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

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

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of

the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Site.

3.2 The covenants, restrictions and obligations under this Deed are planning obligations pursuant to Section 106 of the Act and may be enforced by the Council.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8, 9.3 and 11 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNERS COVENANTS

5.1 The Owners covenant 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 twenty (20) Working Days prior to the Commencement of the Development.

8. THE COUNCIL'S COSTS

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

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

(b) the Monitoring Fee as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

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

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

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

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the 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

9.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

9.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) modified by any statutory procedure or expires prior to the Commencement of Development.

9.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Site or part of the Site but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

9.8 This Deed shall not be enforceable against:

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

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

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

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

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

10. FUTURE MORTGAGEE'S CONSENT

10.1 Any future mortgagee shall be bound by the obligations contained in this Deed to the extent they are binding on the Site and the security of any mortgage over any part of the Site shall take effect subject to this Deed **PROVIDED THAT** the future mortgage shall otherwise have no liability under this Deed unless they take possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner the Second Owner or the Owners **PROVIDED FURTHER THAT** it shall not in any event be liable for any breach of this Deed arising prior to it becoming a mortgagee in possession of the Site and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have occasioned..

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 Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of

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

13. INDEXATION

13.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three and Four divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due Date for Payment and "Indexation" shall be construed accordingly.

14. LATE PAYMENT 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.

16.4 The expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

16.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty (40) Working Days after appointment.

16.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

17. SECTION 73 APPLICATIONS

17.1 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein **AND PROVIDED THAT** in the event that upon receipt of a relevant application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligation.

18. JURISDICTION

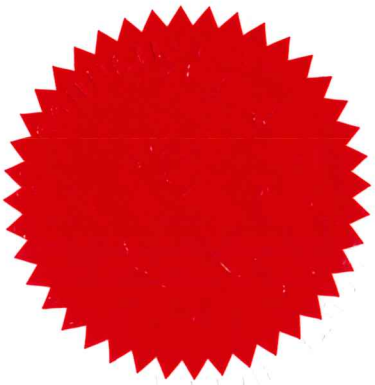
18.1 This Deed is governed by and interpreted in accordance with the law of England.

19. EXECUTION AND DELIVERY

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

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 Jason King
Executive Director - Communities

EXECUTED as a **DEED** by

ARGO PETROLEUM LIMITED

acting by a Director and its

Secretary or two Directors

Signature of Director

Signature of Secretary/Director

SIGNED as a **DEED** by

MAHMOUD AHMMED SUKARNO M. A. Sukarno

in the presence of:

Witness Signature

Name Sarah Darlow

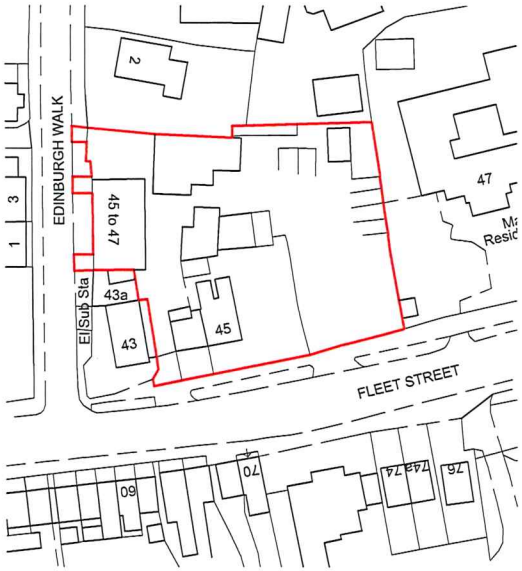
Address 315 High Road, Holbeach, Wisbech, Lincs PE12 6TG

Occupation Director

SCHEDULE 1

DETAILS OF THE OWNERS TITLE, AND DESCRIPTION OF THE LAND

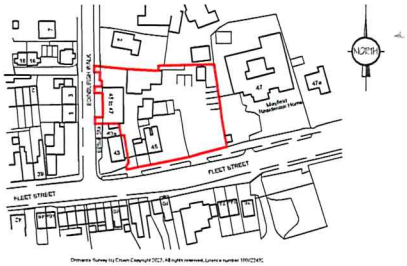
The Site is known as land as Hook's of Holbeach, incorporating 45 Fleet Street, Holbeach, Spalding, PE12 7AG and 45-47 Fleet Street, Holbeach, Spalding, PE12 7AG and falling within Title Numbers LL382723 and LL382724 together with land and buildings on the north side of Fleet Street, Holbeach, Spaldin and falling within Title Number LL210333 shown edged red on the Plan.



EXISTING SITE PLAN 1:500



EXAMPLE OF PLEACHED TREES
N.T.S.



LOCATION PLAN 1:1250



PROPOSED SITE PLAN 1:200

NOTE :-
NEW ACCESS TO BE IN ACCORDANCE WITH LCC HIGHWAYS SPECIFICATION & REQUIREMENTS.

LANDSCAPING PROPOSALS - SEE PLANTING SCHEME.

A - NEW HEDGE
- (a) Northern (Entrance Driveway)
- (b) Porch (From Vehicle)
- (c) Northern (From Space)
- (d) Northern (From California)

B - SILVER BIRCH - Feathered
C - HAWTHORN - Feathered
D - Yew

F - 1.8m High Wooden Close Board Fence
G - Permeable Paved Path Driveway
H - Mixed Hedge
- 1) 50% ILEX - 'CRANFORD COTT' - Evergreen Perfect
- 2) 20% DOGWOOD RED FLOWERS - Cornus Florida
- 3) 20% PRIVET - Ligustrum Ovalifolium
- 4) 10% ROSA RUGOSA - 'ALBA MEIDILAND' - Rugosa Hybrid Rose

J - FLOWERING CHERRY - Prunus 'Accolade'

L - 4.5m HIGH BEECH HEDGE WITH PLEACHED STEMS
- 1.2m to 2.0m HIGH CLEAR STEM
- 1.2m PLEACHED - ENTWINED
- 4.5m - 5.0m HIGH TOTAL HEDGE - SEE EXAMPLES ABOVE

Planting of Hedge to be double row staggered, 0.4m apart between plants, to be 900mm Perimeter between rows to be 450mm. All as specified by Our Woodland Trust.

All planting to be in accordance with BS 4428:1989 and amendment No.1 (1991)
All trees to be planted with permanent 50mm plastic rabbit mesh and tubular stakes, but not tubed.

All to be 4 layered peat free tree and shrub planting compost to be incorporated into backfill for each tree hole.

E	VEHICLE ACCESS FROM HIGHWAY AMENDED - PLANNING	MAY 2026
J	SCHEME REVISED - PLANNING	JAN 2026
H	SCHEME REVISED - PLANNING	DEC 2025
G	PLANNING AMENDMENT	OCT 2025
F	DWELLING POSITIONS PLANNING AMENDMENT	SEPT 2025
E	DETAILS AMENDED	SEPT 2025
D	DETAILS AMENDED	SEPT 2025
C	PLANNING SCHEME AMENDED	JULY 2025
B	DETAILS AMENDED	JULY 2025
A	PLANNING DEVELOPMENT	JUNE 2025
ref	revision	date

G. R. MERCHANT LTD.
ARCHITECTURAL CONSULTANTS
4 Wrights Mews
12A Park Road, Holbeach,
Spalding, Lincs. PE12 7EE
Tel: 01406 490800
E-Mail: office@grmerchantltd.com
Website: www.grmerchantltd.com

Project
RESIDENTIAL DEVELOPMENT
AT 47 FLEET STREET
HOLBEACH, SPALDING
LINCS, PE12 7AG.

Client
MR A. SULLENO.

Drawing
SITE PLAN - EXISTING & PROPOSED
LOCATION PLAN

Job Ref.	Drawing No.
4202-25	1SP
Date	Drawn
JUNE 2025	SJB

Scale
(AS STATED).

DO NOT SCALE FROM THIS DRAWING.

This drawing is copyright and may not be altered, traced, photographed or used for any other purpose other than that for which it is issued. The Contractor is to check all dimensions on site and report any discrepancies to G. R. Merchant Ltd. All details shown on this drawing including foundations are based upon typical site conditions relative to the area. No responsibility can be accepted for all normal conditions which may be encountered during construction unless reported to the Engineer prior to the commencement of construction. Ground conditions must be inspected and documented in respect of foundations to enable specific site investigation before foundations are undertaken. This drawing is limited in the amount of information contained and does not purport to contain all the specifications of the works. It is solely for the purpose of obtaining Planning / Building Regulation approval. The drawing must not be used as a contract document alone. The words will and shall are to be interpreted as mandatory by G.R. Merchant Ltd. Figured dimensions are to be taken in preference to scaled dimensions. Any discrepancies between the contents of the drawing and any reference to specification, components, contract etc. All materials to be new unless otherwise stated and all components and materials etc. to be used fitted and installed etc. in strict accordance with manufacturers instruction and relevant code of practice. Materials shall conform to appropriate British Standard specification or BBA certificate or European code equivalent. The Employer / Client shall ensure that the selected contractor is competent with and adopts all necessary measures to achieve compliance with the CDM Regulations 2015. Where the Contractor is appointed to CDM Duty Holder Role, he shall in advance of that shall be made aware to comply with the Construction Design and Management regulations an independent Principal Designer will be required. The owners shall comprise of all that is shown on the drawing and details, there that may not specifically be shown but may be reasonably inferred as necessary to carry out the works shall be deemed to be included. It is the client / Sole owners responsibility to be aware of their / his / her / its / their duties in client capacity to adjoining neighbours boundaries.

SCHEDULE 2
DRAFT PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

G R Merchant Ltd
Unit 4 Wrights Mews
12a Park Road
Holbeach
Spalding
PE12 7EE

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H09-0174-26 **Date of Decision:**

Applicant: A Sukerno
Whaplode Garage
280 High Road
Whaplode
Spalding
PE12 6TJ

Location: Hooks Of Holbeach Land Adj. & Including 45 Fleet Street Holbeach Spalding

Description: Demolition of existing single storey shop and erection of 6no. new dwellings, alongside development to No.45 Fleet Street (to form a total of 7no. dwellings)

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

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

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

2 The development hereby permitted shall be carried out in accordance with the following approved plans and/or documents:

-4202-23 15K - Site Plan - Existing & Proposed, Location Plan
-4202-23 20 - Plot 1 - Floor Plans Proposed, Elevations Proposed

-4202-23 19 - Plots 2 & 3 - Floor Plans Proposed, Elevations Proposed
-4202-23 18 - Plots 4 & 5 - Floor Plans Proposed, Elevations Proposed
-4202-23 21 - Plot 6 - Floor Plans Proposed, Elevations Proposed
-4202-23 10B - Plot 9 - Revised Scheme - Floor Plans Proposed, Elevations Proposed
-Flood Risk Assessment, produced by Ellingham Consulting Ltd, dated February 2026
-Preliminary Ecological Appraisal & Biodiversity Net Gain Assessment, produced by KJ Ecology, dated July 2025
-Statutory Biodiversity Metric

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

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

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

4 No development shall take place until a written scheme of archaeological investigation (WSI), for the archaeological evaluation phase, has been submitted to and approved in writing by the Local Planning Authority.

This scheme should include the following and should be in accordance with the archaeological brief supplied by the Lincolnshire County Council Historic Environment advisor on behalf of the Local Planning Authority:

1. An assessment of significance and proposed strategy for evaluation
2. A methodology and timetable of site investigation and recording
3. Provision for site analysis
4. Provision for publication and dissemination of analysis and records
5. Provision for archive deposition
6. Nomination of a competent person/organisation to undertake the work
7. The scheme to be in accordance with the Lincolnshire Archaeological Handbook.

The archaeological site work shall only be undertaken in accordance with the approved written scheme of archaeological investigation (WSI).

Note: This WSI applies solely to the evaluation phase. If evaluation identifies the need for mitigation, a separate WSI covering mitigation works will be required under Condition 7.

Reason: To ensure and secure the appropriate preparation and archaeological evaluation, prior to development, in compliance with Section 16 of the National Planning Policy Framework, December 2024. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire

Local Plan, 2019 and Section 16 of the National Planning Policy Framework, December 2024.

5 The applicant shall notify the Lincolnshire County Council Historic Environment Department in writing of the intention to commence at least fourteen days before the start of archaeological work required in connection with Condition 4 above in order to facilitate adequate monitoring arrangements.

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

6 The development hereby permitted shall not be occupied or first brought into use, until a copy of the final report required in connection with the approved written scheme of investigation, as required by Conditions 4, 5 and 7, is submitted to and approved in writing by the Local Planning Authority. This final report shall also be submitted to the Lincolnshire Historic Environment Record within three months of completion of the work.

The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

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

7 No development hereby permitted shall be carried out, other than those works detailed in accordance with the written scheme of investigation approved under Condition 4, until a separate Archaeological Mitigation Strategy for the mitigation phase, has been submitted to and approved in writing by the Local Planning Authority; unless the evaluation undertaken under Condition 4 explicitly demonstrates that archaeological mitigation is not required.

The Archaeological Mitigation Strategy shall set out:

1. The scope and methodology of the mitigation (e.g. strip, map and record, excavation, monitoring)
2. Provision for analysis, reporting, publication and dissemination
3. Provision for archive deposition
4. Nomination of a competent organisation to undertake the work
5. Compliance with the Lincolnshire Archaeological Handbook

The archaeological mitigation shall be undertaken in accordance with the approved Archaeological Mitigation Strategy, and shall be completed in its entirety prior to the first

occupation or use of the development hereby permitted.

Reason: To ensure that any archaeological remains are appropriately mitigated in compliance with Section 16 of the National Planning Policy Framework (December 2024) and Policy 29 of the South East Lincolnshire Local Plan, 2019.
This condition is imposed in accordance with Section 16 of the National Planning Policy Framework, December 2024 and Policy 29 of the South East Lincolnshire Local Plan (2019).

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

Reason: To comply with Schedule 7A of the Town and Country Planning Act (1990, as amended).

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

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

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

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

B) Details of the phasing and implementation of the habitats

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

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

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

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

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

Reason: To meet the requirements in delivering the Mandatory Biodiversity Net Gain and to ensure net gain in biodiversity is provided on site.

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

10 Prior to the first occupation of any dwelling hereby permitted, six swift nest bricks (total) shall be incorporated within the external walls of the development hereby approved and shall be retained thereafter, in accordance with details that shall first be submitted to and approved in writing by the local planning authority.

Reason: In the interests of biodiversity.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

11 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.

12 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.

13 If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 12 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 Policy 30 of the South East Lincolnshire Local Plan, 2019.

14 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (prepared by Ellingham Consulting Ltd, dated February 2026) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority. In particular, the following measures shall be fully implemented before the property is first occupied:

-Finished floor levels are set at least 0.3m above average ground level
-Flood resilient construction is used for the first 0.3m above finished floor level

Note: The above approved plan does not constitute final approval of detailed site levels or finished floor levels.

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

15 Before any development beyond oversite is commenced, full details of the proposed means of foul and surface water disposal 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 Section 14 of the National Planning Policy Framework, December 2024.

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

The Construction Management Plan and Method Statement shall indicate measures to mitigate against the adverse impacts of vehicle movements and vehicle parking and shall include;
- the phasing of the development to include access construction;
- the parking of vehicles of site operatives and visitors;
- the loading and unloading of plant and materials;
- the storage of plant and materials used in constructing the development;
- wheel washing facilities;
- a strategy stating how surface water run off on and from the development will be managed during construction

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

Reason: In the interests of the safety and free passage of those using the adjacent public highway and to ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development during construction.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

17 No part of the development hereby permitted shall be occupied before the works to improve the public highway (by means of installing full height kerbs, footway construction and associated drainage at the frontage on Edinburgh Walk) have been certified complete by the
Local Planning Authority.

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

18 No part of the development hereby permitted shall be occupied before the applicant has commenced proceedings with the Highway Authority to progress public consultation for a Traffic Regulation Order for Double Yellow Lines on Edinburgh Walk, which has been certified complete by the Local Planning Authority.

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

19 The scheme of landscaping and tree planting shown on dwg. no. 4202-23 15K 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, in the opinion of the Local Planning Authority, shall be made good as and when necessary.

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

20 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.

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

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 application guidance, approval and specification details, please visit:
https://www.lincolnshire.gov.uk/licences-permits/apply-dropped-kerb
or 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.

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

The highway improvement works referred to in Condition 17 are required to be carried out by means of a legal agreement between the landowner and the County Council, as the Local Highway Authority.

Biodiversity Net Gain

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

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

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

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

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

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

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

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

Statutory exemptions and transitional arrangements

There are statutory exemptions and transitional arrangements which mean that the biodiversity

gain condition does not always apply. These can be found at Paragraph: 003 Reference ID: 74-003-20240214 of the Planning Practice Guidance, which can be found at https://www.gov.uk/guidance/biodiversity-net-gain.

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

Irreplaceable habitat

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

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

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

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

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

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

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

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

(i) do not affect the post-development value of the onsite habitat as specified in the earlier biodiversity gain plan, and

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

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

Phil Norman

SCHEDULE 3
(THE OWNERS COVENANTS)

The Owners covenant with the Council as follows:

1. TRAFFIC REGULATION ORDER CONTRIBUTION

1.1 On or before 28-days after the Commencement of Development to pay to the Council the Traffic Regulation Order in full.

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. TRAFFIC REGULATION ORDER CONTRIBUTION

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

2.2 To notify the Highway Authority within 10 working days of receipt of the Traffic Regulation Order Contribution that the Council is in receipt of the Traffic Regulation Order Contribution.

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

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

2.3.2 apply the Traffic Regulation Order Contribution towards highway improvements on Edinburgh Walk to include the installation of full height kerbs at the frontage and a traffic regulation order for double yellow lines, the need of which arises from the Development and for no other purposes whatsoever.

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

2.4 to pay to the Owners any unspent monies together with all interest so earned received by them pursuant to paragraph 2.3.3 within 28 days of receipt from the Highway Authority or if such sum is not then paid to the Highway Authority

then to repay to the Owners within 10 years of receipt by the Council of the Traffic Regulation Order Contribution together within interest thereon.

2. GENERAL

2.1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

2.2 At the written request of the Owners 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.