Dated 31st January **2023**

(1) South Holland District Council

and

(2) Peta-Jayne King

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

Relating to land South and West of
Tudor Lodge, Fen Road, Holbeach, Spalding

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

SHDC Reference: LD/H09-0950-22

Date 31st January 2023

BETWEEN

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

(2) **PETA-JAYNE KING** of Holbeach Manor, Fleet Road, Holbeach, Spalding, PE11 1DH and care of Maples Solicitors LLP, 23 New Road, Spalding, PE11 1DH ("the Owner")

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 numbers LL69189 and LL83454.

(C) Seagate Homes (UK) Ltd (Company Registration Number 06620488) of Holbeach Manor, Fleet Road, Holbeach, Spalding, PE12 7AX have applied to the Council for planning permission for the Land under reference H09-0950-22 for residential development for 9 Dwellings.

(D) The Council resolved on 1 December 2022 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 H09-0950-22
"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 9 Dwellings, pursuant to the Planning Permission
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission

"Highway Authority"	means Lincolnshire County Council acting as the highway authority for the area within which the Land is situated.
"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 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
"Plan"	means the plan attached to this Deed labelled as drawing number TL-SH-LP-AR-001 being the location 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
"Traffic Regulation Order Contribution"	means the sum of two thousand eight hundred pounds (£2,800) towards the cost of undertaking a traffic regulation order to extend the 30-mph speed limit South of the proposed Development access on the B1168 Fen Road

"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.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

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

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

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

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants to comply with its obligations as set out herein.

7. NOTICES AND RECORD KEEPING

7.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

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

8. THE COUNCIL'S COSTS

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

(a) the Council's reasonable legal costs of £1,000 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

(b) the sum of £1,500 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

9.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws

statutory instruments orders and regulations in the exercise of the functions as a local authority.

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

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

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed

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

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

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

9.8 This Deed shall not be enforceable against:

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

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

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

9.9 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.

9.10 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.

10. WAIVER

10.1 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.

11. CHANGE OF OWNERSHIP

11.1 The Owner agrees with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

12. INDEXATION

12.1 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.

13. INTEREST

13.1 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.

14. VAT

14.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

15. DISPUTE RESOLUTION

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

16. SECTION 73 APPLICATIONS

16.1 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.

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 OWNER'S TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land South and West of Tudor Lodge, Fen Road, Holbeach, Spalding (PE12 8QD) shown, for identification purposes, edged red on the Plan.

LAND WEST OF TUDOR LODGE, FEN ROAD, HOLBEACH

NOTES:

The details depicted on this drawing are the copyright of Seagate Homes and may not be reproduced without permission. This drawing may not be re-issued, loaned or copied without the consent. Errors and discrepancies should be reported to the originator immediately.

All dimensions to be checked on site prior to construction or off-site fabrication by the Contractor, his Sub-contractor or Supplier.

Do not scale plans - use figure or grid dimensions where given. Any deviation from the drawing is to be reported to the originator immediately.

IF IN DOUBT ASK !



Rev	Notes	Date	By

SEAGATE HOMES

Project:

LAND WEST OF TUDOR LODGE, FEN ROAD, HOLBEACH. PE12 8QD

Drawing:

LOCATION PLAN

Drawn: MD Date: AUG 2022

Status: PLANNING Scale: 1:1250 @ A3

Drawing Number:

TL-SH-LP-AR-001

SCHEDULE 2
PLANNING PERMISSION

Seagate Homes
Holbeach Manor
Fleet Road
Fleet
Spalding
PE12 7AX

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: H09-0950-22 **Date of Decision:**

Applicant: Seagate Homes
Holbeach Manor
Fleet Road
Fleet
Spalding
PE12 7AX

Location: Land To South & West Of Tudor Lodge Fen Road Holbeach Spalding

Description: Residential Development - 9 dwellings

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

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

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

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

3 Application Form
56 Certificate B from Original Application Form
12 Mike Sibthorp Planning. Design and Access Statement MSP.1845 03. July 2022
13 ELLINGHAM CONSULTING LTD. Flood Risk Assessment ECL0525-3/SEAGATE HOMES. AUGUST 2022
6 TL-SH-LP-AR-001

54 TLW-SH-SP-AR-002 C
26 Tree Protection Plan 4408.Tudor_West.Seagate.AIP
7 S501 - 01
8 S416 V1 - 02
9 S502 - 02
10 S503 - 01
11 S307 - 01
14 418 - 01A
17 S418 - 02
18 S501 - 02
19 S503 - 02
20 S502 - 01
21 S416 V1 - 01
22 S307 - 02
24 GD - 01
28 S420-01

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

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

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

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

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

5 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

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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.

6 The development hereby permitted shall not be occupied before a footway, to connect the development to the existing footway network, has been provided in accordance with details that shall first have been submitted to, and approved in writing by, the Local Planning Authority. The works shall also include appropriate arrangements for the management of surface water run-off from the highway.

Reason: To ensure the provision of safe and adequate pedestrian access to the permitted development, without increasing flood risk to the highway and adjacent land and property. This Condition is imposed in accordance with Policies 2, 3 and 33 of the South East Lincolnshire Local Plan, 2019.

7 No part of the development hereby permitted shall be occupied before the works to improve the public highway, including the provision of the footway, as shown within drawing reference TLW-SH-SP-AR-002 C 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.

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

Reason: To ensure appropriate arrangements are in place for the collection of refuse/recycling and the upkeep of the private road and communal space.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

9 Before the commencement of the development hereby permitted beyond oversite, the approval of the Local Planning Authority is required to a scheme of landscaping and tree planting for the site (including screening of bin collection points) 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

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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.

10 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.

11 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (ELLINGHAM CONSULTING LTD. Flood Risk Assessment ECL0525-3/SEAGATE HOMES. AUGUST 2022) forming part of this planning application, and in particular the following measures that shall be fully implemented before the property is first occupied:

· Finished floor levels shall be set no lower than 0.3 metres above ground level for the two and two and a half storey dwellings.
· Finished floor levels shall be set no lower than 0.5 metres above ground level for the single storey dwellings.
· The development shall include 0.3 metres of flood resilient construction above finished floor level.

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/ phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

12 No development shall take place until a written scheme of archaeological investigation has been submitted to and approved in writing by the Local Planning Authority. This

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

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

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

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021. 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.

13 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 11 above in order to facilitate adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

14 A copy of the final report required in connection with Condition 11 above shall be submitted within three months of the work being carried out to the Local Planning Authority and the Lincolnshire Historic Environment Record. The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

Reason: To ensure satisfactory arrangements are made for the recording of possible archaeological remains in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

15 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

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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.

16 Three swift nest bricks shall be incorporated within the external walls of each dwelling hereby approved and shall be retained thereafter.

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

17 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 Fen Road 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.

18 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.

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

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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

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 our website via the following links:
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 Conditions 6 and 7 are required to be carried out by means of a legal agreement between the landowner and the County Council, as the Local Highway Authority.

Phil Norman
Head of Planning
South Holland District Council

20th December 2022

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. TRAFFIC REGULATION ORDER CONTRIBUTION

1.1 On or before 28 days after the date of this Deed to pay in full to the Council the Traffic Regulation Order Contribution.

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. TRAFFIC REGULATION ORDER CONTRIBUTION

1.1 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.

1.2 To pay the Traffic Regulation Order Contribution to the Highway Authority upon receipt of a document from the Highway Authority confirming that they will:

1.2.1 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

1.2.2 apply the Traffic Regulation Order Contribution towards the cost of undertaking a traffic regulation order to extend the 30-mph speed limit South of the proposed Development access on the B1168 Fen Road, the need of which arises from the Development and for no other purposes whatsoever.

1.2.3 return any unspent part of the Traffic Regulation Order Contribution to the Council after the expiry of 5 years from the date of receipt of the Traffic Regulation Order Contribution.

1.3 to pay to the Owner any unspent monies together with all interest so earned received by them pursuant to paragraph 1.2.3 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 Owner within 5 years of receipt by the Council of the Traffic Regulation Order Contribution.

2. GENERAL

2.1 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practically possible effect the

cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

2.2 At the written request of the Owner the Council shall provide written confirmation of the full or partial discharge of the obligations given for the benefit of the Council contained in this Deed when satisfied that such obligations have been performed.

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



Authorised Signatory

SIGNED as a **DEED** by **PETA-JAYNE KING** in the presence of:

PJ King.

Name of Witness ADAM MURFET

Signature of witness

Address 135F Eastgate, Deeping St James PE6 8RG.

Occupation MD.