EGAL SERVICES LINCOLNSHIRE

Dated 28th February **2024**

(1) SOUTH HOLLAND DISTRICT COUNCIL

and

(2) LINCOLNSHIRE COUNTY COUNCIL

and

(3) ASHWOOD HOMES LIMITED

SECOND DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

Relating to a Section 106 Agreement at land at Manor Farm, Holbeach

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

SHDC Reference: LD/H09-1031-22 and H09-1093-22

Date 28th February 2024

BETWEEN

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

(2) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 1YS ("the County Council"); and

(3) **ASHWOOD HOMES LIMITED** (Company Registration Number: 04242280) of 1 Goodison Road, Lincs Gateway Business Park, Spalding, Lincolnshire, PE12 6FY ("the Owner").

BACKGROUND

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

(B) The County Council is the Local Education Authority and the Highways Authority for the County of Lincolnshire within which the Land is situated.

(C) The Owner is the freehold owner of the Land registered under title number LL171271.

(D) On 29 November 2016 the District Council, the County Council and the Owner entered into the Original Agreement.

(E) On 5 April 2017 the Owner submitted the Reserved Matters Application to the District Council and the District Council granted the Reserved Matters Approval on 9 November 2017.

(F) On 10 June 2019 the District Council, the County Council and the Owner entered into the First Deed of Variation

(G) On 21 October 2022 the Owner submitted the Section 73A Application to the District Council and the District Council granted approval of the Section 73A Application on 4 October 2023

(H) On 8 November 2022 the Owner submitted the Section 106A Modification Application to the District Council and the District Council granted approval of the Modification Application on 4 October 2023.

(I) The purpose of this Deed is to amend Condition 1 of the Reserved Matters Approval to allow amendments to the approved plans, and to, inter alia:

a. amend the obligations concerning the provision of Affordable Housing;

b. reduce the quantum of the financial obligation in relation to Peppermint Junction;

c. amend the triggers in relation to the transport related financial obligations and the Primary School Contribution;

d. amend the occupational trigger point for the repair and refurbishment of Manor Farm House Scheme.

(J) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of the Original Agreement and the First Deed of Variation as set out in this Deed.

(K) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.

(L) This Deed is made under sections 106 and 106A of the Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"First Deed of Variation"	means the agreement made under section 106 and 106A of the Act in relation to land at Manor Farm, Holbeach dated 10 June 2019 and made between (1) the District Council (2) the County Council and (3) Ashley King (Developments) Limited
"Original Agreement"	means the agreement made under section 106 of the Act relating to land at Manor Farm, Holbeach, Spalding dated 29 November 2016 and made between (1) the District Council, (2) the County

	Council and (3) Ashley John King as amended by the First Deed of Variation
"Outline Planning Permission"	means the outline planning permission for the Land issued by the District Council on 7 December 2016 given reference H09-0521-14 for "*Residential development of up to 900 dwellings, with access off Hall Gate and Fen Road, including public open space, drainage infrastructure, landscaping, including demolition of two dwellings and agricultural buildings (but not listed Manor Farm and adjacent outbuildings)*"
"Reserved Matters Application"	means the application for Reserved Matters Approval (Planning Application Reference: H09-0331-17) submitted to the District Council for "*Access, appearance, landscaping, layout and scale for highways infrastructure (new link road, roundabout, junctions and modifications to Hall Gate and Fen Road (Phase 1A)), and two phases of residential development totalling 330 dwellings (Phases 1B & 2). Development Brief and Masterplan for phased development of remainder of site (Outline permission H09-0521-14)* in discharge of conditions attached to the Outline Planning Permission
"Reserved Matters Approval"	means the reserved matters approval issued by the District Council on 9 November 2017 confirming discharge of conditions attached to the Outline

	Planning Permission pursuant to the Reserved Matters Application
"Section 73A Application"	means the application under section 73A of the Act for the removal or variation of Condition 1 of the Reserved Matters Approval relating to approved plans and submitted by the Owner and accepted on 21 October 2022 by the District Council and allocated the District Council's reference number H09-1031-22
"Section 73A Permission"	means the planning permission issued pursuant to the Section 73A Application
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the District Council and accepted on 8 November 2022 to, inter alia: (i) amend the obligations concerning the provision of Affordable Housing; (ii) reduce the quantum of the financial obligation in relation to Peppermint Junction; (iii) amend the triggers in relation to the transport related financial obligations; and (iv) amend the occupational trigger point for the repair and refurbishment of the Manor Farm House Scheme and allocated reference number H09-1093-22

2. CONSTRUCTION OF THIS DEED

2.1 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in 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 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 District Council and the County Council, successors to their functions.

2.7 References to the Original Agreement in this Deed shall be read as the Original Agreement as varied by the First Deed of Variation.

3. LEGAL BASIS

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

3.2 This Deed shall take effect upon the date that it is executed.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 The following definitions shall be added to the Original Agreement:

"First Deed of Variation"	means the agreement made under section 106 and 106A of the Act relation to land at Manor Farm, Holbeach dated 10 June 2019 and made between (1) the

	District Council (2) the County Council and (3) Ashley King (Developments) Limited
"Section 73A Application"	means the application under section 73A of the Act for the removal or variation of Condition 1 of the Reserved Matters Approval relating to approved plans and submitted by the Owner and accepted on 21 October 2022 by the District Council and allocated the District Council's reference number H09-1031-22
"Section 73A Permission"	means the planning permission issued pursuant to the Section 73A Application
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the District Council and accepted on 8 November 2022 to, inter alia: (i) amend the obligations concerning the provision of Affordable Housing; (ii) reduce the quantum of the financial obligation in relation to Peppermint Junction; (iii) amend the triggers in relation to the transport related financial obligations and the Primary School Contribution; and (iv) amend the occupational trigger point for the repair and refurbishment of the Manor Farm House Scheme and allocated reference number H09-1093-22

4.2 The phrase "Application" in Clause 1 to the Original Agreement n shall be deleted and replaced with the following:

"Application"	means the application or applications for Planning Permission for the Development

4.3 The phrase "Peppermint Junction Roundabout Contribution" in Clause 1 to the Original Agreement shall be deleted and replaced with the following:

"Peppermint Junction Roundabout Contribution"	means (subject to Clause 10) the sum of nine hundred thousand pounds (£900,000) to be paid to the County Council to be used by the County Council towards the cost of construction of the Peppermint Junction Roundabout

4.4 The phrase "Phasing Plan" in Clause 1 to the Original Agreement shall be deleted and replaced with the following:

"Phasing Plan"	means the plan annexed hereto and labelled the Phasing Plan being drawing number 35-PP-0001 Rev A

4.5 The phrase "Planning Permission" in Clause 1 to the Original Agreement shall be deleted and replaced with the following:

"Planning Permission"	means the Outline Planning Permission for the Land issued by the District Council given reference H09-0521-14 for "*Residential development of up to 900 dwellings, with access off Hall Gate and Fen Road, including public open space, drainage infrastructure, landscaping,*

	including demolition of two dwellings and agricultural buildings (but not listed Manor Farm and adjacent outbuildings)" or the Section 73A Permission granted by the District Council for the Development pursuant to the Applications or such other planning permissions for the Development granted pursuant to sections 73 or 73A of the Act or any amendments thereto approved by the District Council pursuant to section 96A of the Act

4.6 Clause 10 of the Original Agreement as varied by Clause 4.11 of the First Deed of Variation shall be deleted in its entirety and replaced with the following wording:

"The total of the sums referred to in Schedules 3 and 4 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 3 and 4 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 the payment and "Indexation" shall be construed accordingly."

4.7 Paragraph 3 of Part A of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"Unless otherwise agreed in writing with the District Council not to Occupy or permit the Occupation of more than 330 Dwellings unless and until the Manor Farm House Restoration has been completed in accordance with the Manor Farm House Scheme to the reasonable satisfaction of the District Council and the Owner has received the District Council's written notification that the Manor Farm House Restoration has been satisfactorily completed."

4.8 Paragraph 1.1 of Part B of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"Not to Occupy or permit the Occupation of more than 613 Dwellings unless and until the Primary School Land has been brought up to a Serviced Site Standard to the satisfaction of the County Council (acting reasonably and without delay) and transferred to the County Council with clause B(1.3) below

4.9 Paragraph 2.1 of Part B of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"*Not to Occupy or permit the Occupation of more than 300 Dwellings unless and until the CallConnect Bus Contribution (being the sum of £40,000) has been paid in full to the County Council."*

4.10 Paragraphs 3.1, 3.2 and 3.3 inclusive of Part B of Schedule 3 of the Original Agreement shall be deleted in their entirety and replaced with the following wording:

"*3.1 Not to Occupy or permit the Occupation of more than 300 Dwellings unless and until eighty-seven thousand pounds (£87,000) of the CallConnect Bus Maintenance Contribution has been paid to the County Council.*

3.2 Not to Occupy or permit the Occupation of more than 600 Dwellings unless and until two hundred and three thousand pounds (£203,000) of the CallConnect Bus Maintenance Contribution has been paid to the County Council."

~~4.11 Paragraph 4.1 of Part B of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:~~

LVD.

~~"*Not to Occupy or permit the Occupation of more than 300 Dwellings unless and until the Peppermint Junction Roundabout Contribution (being the sum of £900,000) has been paid in full to the County Council."*~~

4.12 Paragraph 5.1 of Part B of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"Not to Occupy or permit the Occupation of more than 300 Dwellings unless and until the Traffic Signal Improvement Contribution (being the sum of £150,000) has been paid in full to the County Council."

4.13 Paragraph 1.1 of Part C of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"1.1 To pay to the District Council the Primary School Contribution in the following instalments:

1.1.1 Three hundred thousand pounds (£300,000) prior to the Practical Completion of 300 Dwellings

1.1.2 *Six hundred thousand pounds (£600,000) prior to the Practical Completion of 400 Dwellings*

1.1.3 *Six hundred thousand pounds (£600,000) prior to the Practical Completion of 500 Dwellings*

1.1.4 Three hundred thousand pounds (£300,000) prior to the Practical Completion of 600 Dwellings

1.1.5 Three hundred and fifty-nine thousand nine hundred and twenty pounds (£359,920) prior to the Practical Completion of 700 Dwellings"

4.14 A new Clause 8.13 shall be inserted into the Original Agreement as follows:

"8.13 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73/73A of the Act or any further reserved matters applications in relation to the Development and submitted pursuant to the Planning Permission and/or any application under section 73/73A of the Act are approved 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 shall in addition bind the Development in respect of any subsequent planning permission granted pursuant to section 73/73A of the Act and any further reserved matters

approvals granted in relation to the Development and submitted pursuant to the Planning Permission and/or any application under section 73/73A of the Act ***AND PROVIDED THAT*** *in the event that upon receipt of an application under section 73/73A of the Act or a further reserved matters application the District Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the District Council should retain the right to reasonably refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations."*

4.15 A new clause 8.14 shall be inserted into the Original Agreement as follows:

"8.14 Any future mortgagee of the Land or any part thereof shall be bound by the obligations contained in this Deed to the extent they are binding on the Land and the security of any mortgage over any part of the Land shall take effect subject to this Deed ***PROVIDED THAT*** *such future mortgagee shall otherwise have no liability under this Deed unless they take possession of the Land (or that part of it which the mortgage relates to) in which case it too will be bound by the obligations as if it were a person deriving title from the owner of the Land from time to time* ***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 land and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have occasioned."*

4.16 The Phasing Plan annexed to this Deed at Schedule 1 shall be added as Annex A to the Original Agreement.

4.17 The draft decision notice for the Section 73A Permission annexed to this Deed at Schedule 2 shall be added as Schedule 2A of the Original Agreement.

4.18 Paragraph 1 of Part A of Schedule 5 of the Original Agreement shall be deleted in its entirety and replaced with the following wording:

"To use the Primary School Contribution and any interest accrued thereon

towards either providing a Primary School on the Primary School Land or towards primary education in the Holbeach Primary planning area"

4.19 Paragraph 1 of Part B of Schedule 5 shall be deleted and replaced with the following wording:

"not to use the Primary School Contribution Plus Interest in whole or in part (it being acknowledged by the District Council that the County Council shall have the sole and exclusive right to use the Primary School Contribution Plus Interest) unless the County Council shall allocate the Primary School Contribution towards either the cost of providing a Primary School on the Primary School Land or towards primary education in the Holbeach Primary planning area AND shall first

(a) serve notice on the District Council in accordance with clause 7 .1 seeking consent for expenditure of such sum(s) as the County Council proposes to incur and providing *written evidence proving to the reasonable satisfaction of the District Council that such expenditure is required to be spent by the County Council in accordance with the terms of this Deed and*

(b) provide such additional information as may reasonably be required by the District Council in respect of the intended expenditure of the Primary School Contribution Plus Interest or part thereof."

4.20 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

6. LOCAL LAND CHARGE

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

7. DISTRICT COUNCIL'S COSTS

7.1 On completion of this Deed, the Owner shall pay to the District Council their reasonable legal costs together with all disbursements that have been incurred in the negotiation and completion of this Deed.

8. COUNTY COUNCIL'S COSTS

8.1 On completion of this Deed, the Owner shall pay to the County Council their reasonable legal costs together with any disbursements that have been incurred in the negotiation and completion of this Deed.

9. VAT

9.1 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 District Council.

10. THIRD PARTY RIGHTS

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

11. JURISDICTION

11.1 This Deed is governed by and interpreted in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

12. 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
PHASING PLAN

N
W E
S

PHASE 1
CONSTRUCTION COMPLETED
Planning Ref H09-0331-17
98 Plots

Land for education facility

Buildings for community use

Phase 3 RM North
Planning Ref: H09-1044-23
162 Plots

Extant Planning Permission Ref: H09-1172-20

PHASE 2A
Planning Ref: H09-1031-22
85 Plots

Phase 3 RM South
Planning Ref: H09-1044-23
123 Plots

PHASE 2B
Planning Ref: H09-0219-23
115 Plots

Phase 4 Future Phase
Planning Ref: To Be Submitted
159 Plots

Phase 5 Future Phase
Planning Ref: To be submitted
158 Plots

Extant Planning Permission Ref: H09-0784-21

Station Hotel
Garage
Station House
Mill Farm
3.0m
FEN ROAD
THE BOUNDARIES
OXFORD GARDENS
FALL GATE
TUDOR WAY
BAILEY'S CLOSE
GAMEKEEPER CLOSE
BIRCHES
Drain
Garage
Tudor Lodge
2.7m

THE COMMON SEAL OF LINCOLNSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:
Authorised Officer

THE COMMON SEAL OF SOUTH HOLLAND DISTRICT COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF
AUTHORISED SIGNATORY

13/9/19

ASHWOOD HOMES
1 Goodison Road, Lincs Gateway Business Park, Spalding, Lincs, PE12 6FY T: 01406 490590

PROJECT: Proposed Residential Development at Holbeach Meadows

DRAWING: Phasing Plan

SCALE: NTS@A1 DRAWN: GB

DATE: DEC.2023 REVISION: A

DRAWING No: 35-PP-001

SCHEDULE 2

DRAFT SECTION 73A PERMISSION (H23-1031-22) TO BE ISSUED UNDER THE SECTION 73A APPLICATION

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

Ashley King (Developments) Ltd.
1 Goodison Road
Lincs Gateway Business Park
Spalding
PE12 6FY

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT

Reference: H09-1031-22 **Date of Decision:**

Applicant: Ashley King (Developments) Ltd.
1 Goodison Road
Lincs Gateway Business Park
Spalding
PE12 6FY

Location: Holbeach Meadows Hallgate Holbeach Spalding

Description: Access, appearance, landscaping, layout and scale for highways infrastructure (new link road, roundabout, junctions and modifications to Hall Gate and Fen Road (Phase 1A)), and two phases of residential development totalling 330 dwellings (Phases 1B & 2). Development Brief and Masterplan for phased development of remainder of site (Outline permission H09-0521-14) - approved under H09-0331-17. Modification of Condition 1 to allow amendments to previously approved plans.

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

H09-1031-22

Application Form
Phasing Plan 35-PP-001 Rev A
DEE-001
HUNTINGDON-001
LOCK-001
SEVERN-002
SEVERN-001
SPARTA-001
AVON-001

CLYDE-001
CORONATION-001
135-BT-01- Rev C
135-CSP-01 Rev A
135-OL-01 Rev A
135-LP-01 Rev A
135-SL-01 Rev F
135-PV-01 Rev A
Ribble - 001 -183
135-MSL-01 Rev F
Holland- 001-A
135-EV-001 Rev B

H09-0782-18

Application Form;
Email from Ashwood Homes dated 13 July 2018;
35-SL-01: Site Plan, Northern Part (Phase 1);
5244-LA1 A (Ph 2-3):Landscaping Proposals Rev A May 2018 (Sheet 12 of 19);
5244-LA1 A (Ph 2-3):Landscaping Proposals Rev A may 2018 (Sheet 13 of 19);
35-BARR-101;
35-A902-100;
91-AVON-100;
35-BAIN-100;
35-A732-100;
35-HARR-100;
35-HUNT-100;
35-MED-100;
35-OUSE-100;
35-SPAR-100;
35-CORO-101;
35-TAM-100;
35-MERE-100;
35-LOCK-100;
35-HUMB-100;
35-THAM-100;
35-WELL-100
Mitras Brown Recessed Gas Meter Box Product Profile & Specification;
Play Equipment details;
1805.19384 (Holbeach/MeadowsLEAP_AshwoodHomes);
RBA8 - Chaumont Bench;
Litter Bin RC01;
Proludic Ltd letter of 17 May 2018 to Ashwood Homes - quote for Holbeach Meadows Leap;
35-MCCP-01 Management Company Conveyance Plan;
Framework Travel Plan Doc Ref: AH-1342-01-TP-01 by Inspire Design & Development, March 2018;
Phase 1 Travel Plan Doc Ref: AH-1342-02-TP-01 by Inspire Design & Development, March 2018;

DC_DRAFT_DECISION - ODB:951

35-CSP-01 Cycle Storage;
CMP-01 Construction Management Plan;
Surface Water Drainage Strategy Ref: MA10602-DS-R01, September 2017;
Proposed External Levels Plans:
MA10602/600-1A;
MA10602/600-3A;
MA10602/600-4A;
MA10602/600-5A;
MA10602/600-6A;
MA10602/600-7A;
Proposed External Levels Plan: MA10602 - A- 600-2 B;
Flood Risk Assessment by BSP Consulting, FRA Rev B dated 10 July 2014;
Proposed Drainage Layout Plans:
MA10602 -A-200-8;
MA10602 - A- 200-7;
MA10602 - A- 200-6;
MA10602 - A- 200-5;
MA10602 - A- 200-4A;
MA10602 - A- 200-3;
MA10602 - A- 200-1D;
Roundabout Proposed Drainage Layout: MA10602 - A - 200-2;
Email from Ashwood Homes dated 9 October 2018;
Written scheme of investigation for archaeological excavation and plan v2 by APS dated August 2018, submitted under reference H09-0521-14 but discharged under reference H09-0782-18.

The applicant is reminded that the areas of archaeological interest, including the area of preservation in situ, must be "fenced off to protect the buried remains until they can examined archaeologically" stated in section 8.2.1 on page 4 of the Written scheme of investigation for archaeological excavation.

Therefore, failure to fence this area, any tracking across it with machines, using it to store spoil, or install services would represent a breach of the planning condition to adhere to this agreed written scheme.

H09-0331-17

Application Form;
Drwg No 50;
5244 51 Masterplan
Development Brief;
5244/52-01A;
5244/52-02A;
5244/53-01A;
5244/53-02A;
5244 60 Phasing Plan;
5244 54-01;
5244 54-02;
5244 54-03;

DC_DRAFT_DECISION - ODB:951

5244 54-04;
5244 54-05;
5244 54-06;
5244 54-07;
5244 54-08;
5244/55-01A;
5244/55-02A;
5244/56-01A;
5244/56-02A;
5244 57-01 Street Elevations;
5244 57-02 Street Elevations;
5244/58-01A;
5244/58-02A;
5244/59-01A;
5244/59-02A;
Landscaping Plan Ph2-09;
Landscaping Plan Ph2-08;
Landscaping Plan Ph2-07;
Landscaping Plan Ph2-06;
Landscaping Plan Ph2-05;
Landscaping Plan Ph2-04;
Landscaping Plan Ph2-03;
Landscaping Plan Ph2-02;
Landscaping Plan Ph2-01;
Landscaping Plan Ph1-10;
Landscaping Plan Ph1-08;
Landscaping Plan Ph1-07;
Landscaping Plan Ph1-09;
Landscaping Plan Ph1-06;
Landscaping Plan Ph1-05;
Landscaping Plan Ph1-04;
Landscaping Plan Ph1-03;
Landscaping Plan Ph1-02;
Landscaping Plan Ph1-01;
Landscaping Schedule;
Land Contamination Assessment;
Land Contamination Assessment Appendices 1-3;
Land Contamination Assessment Appendix 4;
Land Contamination Assessment Appendices 5-7;
Land Contamination Assessment Appendices 8 & 9;
Document: MA10602-DS-R02 - Amendment 2;
Dwg.no. MA10602-800-Rev A - Amendment 2.

2 Notwithstanding the landscaping details as approved on 10th December 2018 under reference H09-0782-18, the existing planting to the Hall Gate frontage of the site shall be retained and maintained in perpetuity in accordance with the agreed details.

Reason: In the interests of biodiversity and in order to accord with the sustainability and environmental principles enshrined within the NPPF. This condition is imposed in

DC_DRAFT_DECISION - ODB:951

accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

3 The management of all areas of public open space shall be carried out in accordance with the approved details and management plan (condition compliance approval H09-0782-18) approved on 10 December 2018 in perpetuity.

Reason: To ensure that the landscaped areas are properly managed and maintained, in the interests of the visual amenity of the site 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.

4 Each phase of the development hereby approved shall only be carried out in accordance with the approved Flood Risk Assessment reference 13401 Rev B. In particular, finished floor levels shall be set not lower than 3.3 metres above Ordnance Datum (AOD) with flood resilience measures incorporated to 3.78m AOD in accordance with the approved details in condition compliance approval H09-0782-18 approved on 10 December 2018.

The mitigation measures shall be fully implemented prior to occupation and subsequently remain in place.

Reason: To reduce the risk and impact of flooding on the proposed development and future occupants.

Phil Norman
Head of Planning
South Holland District Council

11th January 2024

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

DC_DRAFT_DECISION - ODB:951

131920

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

Authorised Signatory

The **COMMON SEAL** of **LINCOLNSHIRE COUNTY COUNCIL** was hereunto affixed in the presence of:-

Authorised Signatory

No. in Seal Book

SIGNED as a **DEED** by **ASHWOOD HOMES LIMITED**

Director Signature.....

In the presence of a Witness:

Signature.....

Witness Name: Adam Jaques

Address: 1 Goodson Road, Lincs Gateway, Spalding PE12 6FY

Occupation: Technical Director