Dated 2nd February **2022**

(1) South Holland District Council

and

(2) Gabrielle Diana Jeffs, Stafford Julian Allin Proctor, Vanessa Helen Hutton and Justine Rosalind Proctor

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

**Relating to land at St James Road,
Long Sutton, Spalding**

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

SHDC Reference: LD/H11-0936-18

H11-0936

Date 2nd February 2022

BETWEEN

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

(2) **GABRIELLE DIANA JEFFS** of Spenser House, 1 Spenser Road, London SE24 0NS, **STAFFORD JULIAN ALLIN PROCTOR** of Nene Lodge, East Bank, Sutton Bridge, Spalding, Lincolnshire PE12 9YT, **VANESSA HELEN HUTTON** of Willscot, Manor Road, Wantage, Oxon OX12 8DW **and JUSTINE ROSALIND PROCTOR** of 6 Longmeadow Close, Great Bircham, Kings Lynn, Norfolk PE31 6SY ("the Owners");

INTRODUCTION

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

(B) The Owners are the freehold owner of the Land demonstrated by Conveyance dated 14 April 1969 between Julian Hickman Proctor (1) John Mowbray Proctor (2) and Antony Hickman Proctor and Rosalind Diana May Proctor (3) as amended by a Deed of Appointment and Retirement dated 26 October 1993 between Julian Hickman Proctor (1) Antony Hickman Proctor and Rosalind Diana May Proctor (2) and Gabriella Diana Proctor, Stafford Julian Allin Proctor, Vanessa Helen Proctor and Justine Rosalind Proctor.

(C) Proctor Bros (Long Sutton) Ltd (Company Registration number 00465716) whose registered office is c/o Duncan & Toplis Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire PE11 3YR have via their agent applied to the Council for outline planning permission for the Land under reference H11-0936-18 for residential development for 6 Affordable Dwellings.

(D) The Council resolved on 11 November 2020 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
"Additional Assessment Information"	means such additional information as the Council may reasonably require an Eligible Purchaser to provide to enable the Council to make an assessment of whether that Eligible Purchaser meets the Local Connection Criteria and the Occupation Criteria where the Assessment Information already provided by that Eligible Purchaser is insufficient for whatever reason **AND FOR THE AVOIDANCE OF DOUBT** the Council may seek Additional Assessment Information more than once and may seek such information either verbally or in writing
"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being 100% of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated July 2021, or any Planning Policy Statement, Guidance

	Notes or Circulars which may amend, supplement or supersede
"Affordable Housing Scheme"	means the scheme submitted as part of the reserved matters application for securing the 6 Discounted Market Sale Dwellings and detailing the types and size of the Affordable Housing to be provided as part of the Development (or as otherwise agreed in writing by the Council at its absolute discretion)
"Application"	means the application for Planning Permission for the Development and allocated reference number H11-0936-18
"Assessment Information"	means such information as the Council may require an Eligible Purchaser to provide in such format as the Council may require to enable the Council to make an assessment of whether the Eligible Purchaser meets the Local Connection Criteria and the Occupation Criteria
"Chargee"	means a mortgagee or chargee (or any receiver) including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver

"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Land for 6 Discounted Market Sale Dwellings, pursuant to the Planning Permission
"Discounted Market Sale Dwelling"	means an Affordable Dwelling to be sold at a price not exceeding the Discount Market Sale Price in accordance with the provisions of Schedule 3
"Discounted Market Sale Price"	means 80% of the Open Market Value of the relevant Discount Market Sale Dwelling

"Discounted Value"	means 20% of the Open Market Value of the relevant Discount Market Sale Dwelling
"District"	means the District of South Holland
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Eligible Purchaser"	means a purchaser of a Discounted Market Sale Dwelling who meets the Local Connection Criteria and are approved in writing by the Council within 10 working days of a successful application (such approval not to be unreasonably withheld or delayed)
"Index"	means All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
"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
"Local Connection Criteria"	means an Eligible Purchaser who meets one of the following criteria: (a) the applicant has lived through their own choice in the parish of Long Sutton for six of the last twelve months, or had at least three years residence in the Parish of Long Sutton during the previous five years.

	(b) the applicant has parents, adult children, brothers or sisters residing in the Parish of Long Sutton and the relatives have been resident for the previous five years (c) the applicant or a member of their household have paid employment or a confirmed offer of paid employment within the parish of Long Sutton. The main place of work must be located within the Parish of Long Sutton and the employment would normally need to be for at least 16 hours per week and on a contract that is permanent or expected to last for a period of at least 12 months.
"Marketing Scheme"	means a scheme requiring the marketing of the Discounted Market Sale Dwellings via two local estate agent to be appointed by the seller at their discretion
"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.
"Occupation Criteria"	means such person or persons who meets the Local Connection Criteria and whose housing needs are not met by the market at a cost low enough for them to afford determined with regard to local incomes and local house prices

"Open Market Value"	means price at which the relevant interest in the relevant Dwelling as a whole should exchange between a willing seller and a willing buyer in an arm's length transaction after proper marketing and with both parties acting knowledgeably prudently and without compulsion and disregarding the obligations and restrictions contained in this Deed and which (for the purposes of this Deed) shall be one (1) valuation carried out by an independent RICS valuer or the average valuation from three (3) local estate agents
"Parish of Long Sutton"	means the parish of Long Sutton as identified in the Parish Plan
"Parish Plan"	means the plan attached to this Deed at Annex A being the location and boundary of the Parish of Long Sutton
"Plan"	means the plan attached to this Deed being the location plan submitted with the Application
"Planning Permission"	means the Planning Permission granted by the Council 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
"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate

	issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
"Princes Factory"	means Princes Ltd of Bridge Road, Long Sutton, Spalding, PE12 9EQ
"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 the Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8.2, 8.4 and 10 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

6. 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. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

8.9 This Deed shall not be enforceable against:

8.9.1 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 3) nor against those deriving title from them;

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

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

8.10 The provisions of paragraph 1 of Schedule 3 of this Deed (Affordable Housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee **PROVIDED THAT** the Chargee has complied with the requirements of paragraph 1.18 of Schedule 3 of this Deed.

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

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

9. SECTION 73 APPLICATIONS

9.1 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 an 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 should retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.

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. INTEREST

12.1 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.

13. VAT

13.1 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.

14. DISPUTE RESOLUTION

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. JURISDICTION

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

16. EXECUTION AND DELIVERY

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

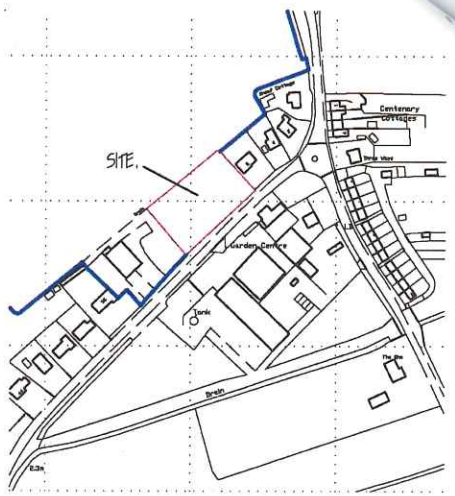
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

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

The Land is known as land off St James Road, Long Sutton, being unregistered land described in a dated 14 April 1969 between Julian Hickman Proctor (1) John Mowbray Proctor (2) and Antony Hickman Proctor and Rosalind Diana May Proctor (3) shown edged red on the Plan.





LOCATION PLAN
1/2500

ref:	revision	date
A.	AFFORDABLE HOUSING SHOWN.	OCT 18.

G. R. MERCHANT LTD.
I.ENG AMICE FIWO

ARCHITECTURAL, STRUCTURAL AND LAND DRAINAGE CONSULTANTS

4 Wrights Mews
12A Park Road, Holbeach,
Spalding, Lincs. PE12 7EE
Tel: 01406 490800
Fax: 01406 425744
E-Mail: gr.merchant@btconnect.com

Project	RESIDENTIAL DEVELOPMENT, ST JAMES ROAD, LONG SUTTON, LINCS. PE12 9AU.
Client	PROCTOR BROS.
Drawing	LOCATION & SITE LAYOUT PLAN.
Job Ref.	3361-18.
Drawing No.	01A.
Date	JULY 2018.
Drawn	GRM/H.D.
Scales	AS INDICATED.

DO NOT SCALE FROM THIS DRAWING

This drawing is copyright and may not be altered, issued, photographed or used for any other purpose other than that for which it is issued. The General Contractor is to check all dimensions on site and report any discrepancies to the Architect. All levels shown on this drawing including boundaries are based upon typical site conditions related to the area. No responsibility can be accepted for abnormal conditions which may be discovered during construction unless reported to the Architect on the design assumptions may be considered. Site soil surveys are recommended in respect of boundaries to establish specific site conditions before foundation work is undertaken. This drawing is limited to the extract of information contained and does not purport to contain a full specification of the works. It is solely for the purpose of obtaining Planning / Building Regulations approval. This drawing must not be used as a contract document alone. The works will not be supervised or inspected on site by G.R. Merchant or any representative thereof. It is the client or their appointed agents responsibility to amend workmanship, substitution of materials, adherence to specification, variations in comment 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 instructions and relevant codes of practice. Materials shall conform to appropriate British standard specification or BBA certificate or European norm equivalent. The Employer / Client shall ensure that the selected contractor is conversant with and adopts all measures necessary to achieve compliance with Health and Safety legislation for building sites and Work places. The Employer / Client is advised that should the works need to comply with the Construction Design and Management Regulations an Independent Planning Supervisor must be appointed to co-ordinate the health and safety aspects of the design and works which may not specifically be shown but may be inferred as necessary to carry out the works shall be deemed to be included, it is the plot / land owners responsibility to be aware of the Party Wall etc. Act 1996 when building in close proximity to adjoining neighbours boundaries.

SCHEDULE 2
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

Dcf Builders
Greenworld Park
Sutton Bridge
Spalding
PE12 9RN

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H11-0936-18 **Date of Decision:**

Applicant: Proctor Bros Ltd
Four Wings
3 Tydd Low Road
Long Sutton
Spalding Lincs
PE12 9AR

Location: St James Road Long Sutton Spalding Lincs

Description: Residential development - 6 affordable housing units

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

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

Reason: As required by Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans:
3361-18-01A;
Flood Risk Assessment by Geoff Beel Consultancy (ref. GCB/Humphrey) dated September 2015.

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

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

The development shall be carried out as approved.

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

4 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree planting indicating:
i) Details of the number, species, heights on planting and positions of all the trees, together with details of post-planting maintenance;
ii) Details of which of the existing trees on site are to be retained or removed.
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 landscaping scheme should include the retention of existing frontage trees as far as possible.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

5 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of boundary treatments/screening, including a schedule of fencing levels, heights and materials, and details of the size and species of any hedging. The details so approved shall be implemented in full before the development is first brought into use and retained thereafter.

Note: The scheme should include the retention of the existing frontage hedge at a height not less than 1 metre, apart from access points.

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.

Before the commencement of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced areas and garden/amenity areas, including any mitigation measures arising as a consequence (for example increased height of boundary treatment), shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed and retained in accordance with the details so approved.

Reason: To reduce the risk of flooding and ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent 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 Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

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

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

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

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

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

9 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.

10 Before the commencement of the development hereby permitted beyond oversite full details of ecological biodiversity measures to be installed in conjunction with the development shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be constructed and retained in accordance with the details so approved.

Note: Development can incorporate a number of simple, low-cost measures to deliver biodiversity benefits and enhance priority habitats and species, such as, the use of bat and barn owl roost boxes and integrating nesting opportunities into buildings. The use of swift bricks on new developments would help minimise the decline in swifts, a priority species.

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

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 and can only be implemented as a consequence of meeting the provisions of that Agreement

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,

erground services or street furniture will be the responsibility of the applicant, prior to pplication. For approval and specification details, please contact vehiclecrossings@lincolnshire.gov.uk

Please contact the Lincolnshire County Council Streetworks and Permitting Team on 01522 782070 to discuss any proposed statutory utility connections and any other works which will be required within the public highway in association with the development permitted under this Consent. This will enable Lincolnshire County Council to assist in the coordination and timings of these works.

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to Environmental Health. An investigation and risk assessment must be undertaken in accordance with details to be agreed with Environmental Health. Where remediation is necessary, a remediation scheme must be submitted to and approved in writing by Environmental Health. Following completion of measures identified in the approved remediation scheme a verification report shall be submitted to and approved by Environmental Health.

Phil Norman
Planning Manager
South Holland District Council

16th December 2021

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

SCHEDULE 3
(THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING

1.1 The Owner shall be entitled to sell each Discounted Market Sale Dwelling for a price (as agreed in writing with the Council and which agreement the Council shall not unreasonably withhold to a price which does not exceed the Discounted Market Sale Price as ascertained in accordance with the provisions of this Deed) which shall not exceed the Discounted Market Sale Price thereof at the date of exchange

1.2 The Discounted Market Sale Dwelling shall be advertised through the Marketing Scheme

1.3 The Discounted Market Sale Dwelling shall be sold to an Eligible Purchaser

1.4 The Eligible Purchaser must provide the Assessment Information and if requested the Additional Assessment Information to the Council

1.5 The Eligible Purchaser of a Discounted Market Sale Dwelling shall occupy the Discounted Market Sale Dwelling as their sole or main residence and there shall be no letting of the Discounted Market Sale Dwelling

1.6 Upon the initial and subsequent sale of the Discounted Market Sale Dwelling the following restriction shall be placed upon the Title to the Discounted Market Sale Dwelling:

"No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraphs 1.1 to 1.7 of Schedule 3 of the section 106 Agreement made between South Holland District Council (1) and Gabrielle Diana Jeffs, Stafford Julian Allin Proctor, Vanessa Helen Hutton and Justine Rosalind Proctor (2) dated ..... 2021 have been complied with."

1.7 The Discount Market Sale Price at the time of the sale of each Discounted Market Sale Dwelling shall be determined in compliance with the terms and

conditions of this Deed.

1.8 The Discounted Market Sale Dwelling shall not be sold to persons other than those who meet the criteria detailed in Category 1(i) of clause 1.9 below for a minimum period of 6 months from the date of first marketing of the Discounted Market Sale Dwelling. After the period of 6 months of first marketing, but prior to 9 months of first marketing of the Discounted Market Sale Dwelling the purchasers for the Dwelling(s) can be sold to those that comply with Category 1(i) and/or (ii) of clause 1.9 below. After the period of 9 months from the date of first marketing of the Discounted Market Sale Dwelling has expired, then purchasers for the Dwelling(s) can be allocated from those that comply with Category 2 of the paragraph 1.9 below.

1.9 **Category 1**

i. an Eligible Purchaser with a local connection to the Parish of Long Sutton and/or the Princes Factory.

ii. residents of the District provided that they are an Eligible Purchaser and meet the Local Connection Criteria

Category 2

i. anyone approved by the Help to Buy Agent or anyone who meets the Eligible Purchaser definition without a local connection to the Parish of Long Sutton or the District

1.10 Where after a period of 12-months of the Discounted Market Sale Dwelling being advertised through the Marketing Scheme the owner of the Discounted Market Sale Dwelling has been unable to sell the Discounted Market Sale Dwelling to an Eligible Purchaser and the owner has supplied to the Council such evidence as may reasonably be requested of them and the Council is satisfied (acting reasonably) that the owner is unable to sell to an Eligible Purchaser then the owner shall at the Council's discretion pay to the Council the Discounted Value and upon the Council providing written confirmation that such Discounted Value has been received that Discounted Market Sale

Dwelling shall be discharged from the terms of this Deed and the owner shall be free to sell that Discounted Market Sale Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling

1.11 All Affordable Housing must be constructed in accordance with the Planning Permission.

1.12 From the date of Practical Completion of the Affordable Dwellings shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

1.12.1 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.13 below; and

1.12.2 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor

1.13 The affordable housing provisions in this Deed shall not be binding on a Chargee **PROVIDED THAT** such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses **AND** if such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. GENERAL

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

1.2 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
GABRIELLE DIANA JEFFS
in the presence of:

Name of Witness ANGELA REEVE.
Signature of witness
Address LIGHTHOUSE FARM, EAST BANK, SUTTON BRIDGE, LINCS
Occupation OFFICE MANAGER

SIGNED as a **DEED** by
STAFFORD JULIAN ALLIN PROCTOR
in the presence of:

Name of Witness ANGELA REEVE
Signature of witness
Address LIGHTHOUSE FARM, EAST BANK, SUTTON BRIDGE, LINCS
Occupation OFFICE MANAGER

SIGNED as a **DEED** by
VANESSA HELEN HUTTON
in the presence of:

Name of Witness ANGELA REEVE
Signature of witness
Address LIGHTHOUSE FARM, EAST BANK, SUTTON BRIDGE, LINCS
Occupation OFFICE MANAGER.

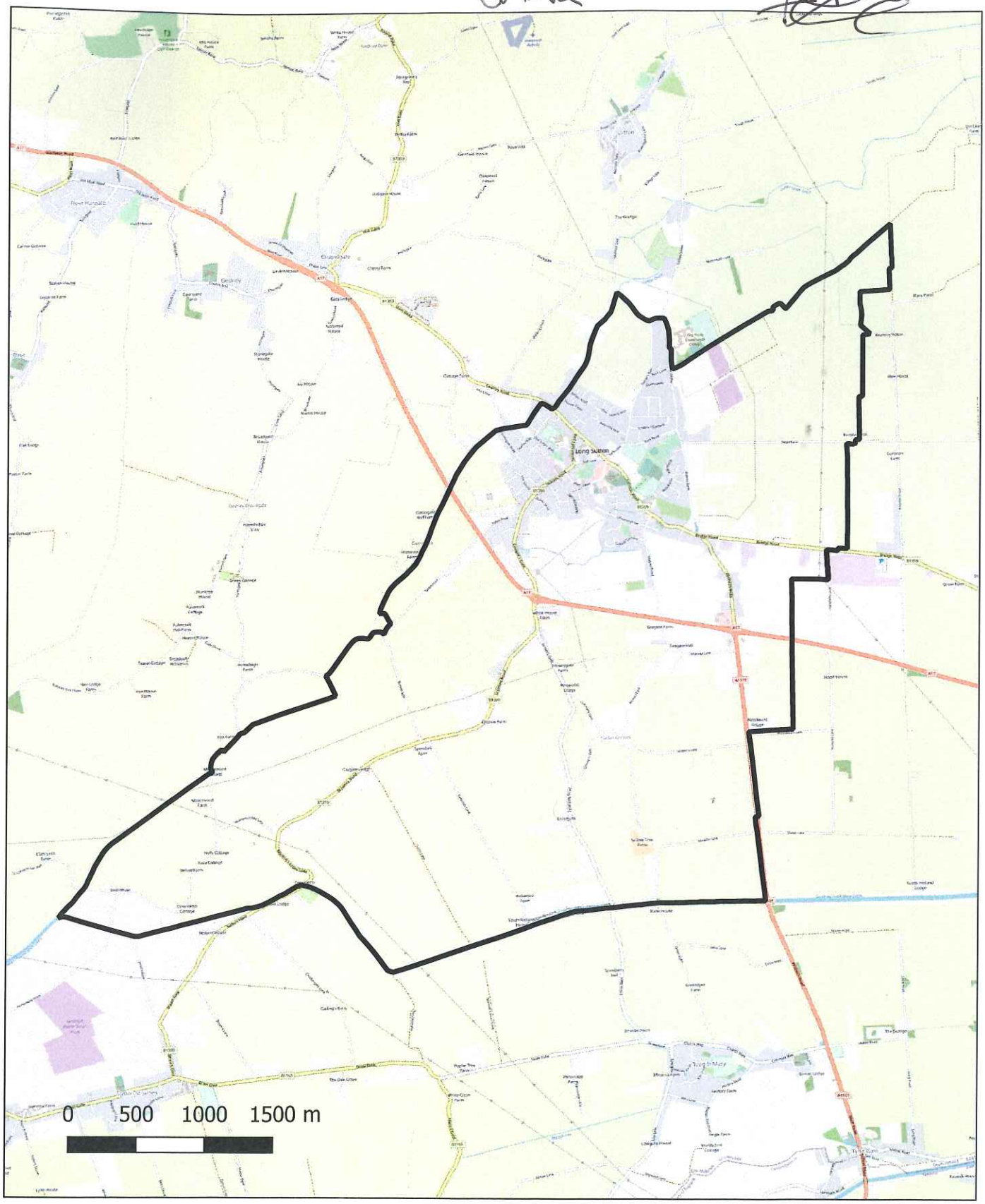
SIGNED as a **DEED** by
JUSTINE ROSALIND PROCTOR
in the presence of:

Name of Witness ANGELA REEVE
Signature of witness
Address LIGHTHOUSE FARM, EAST BANK, SUTTON BRIDGE, LINCS
Occupation OFFICE MANAGER.

ANNEX A
PARISH PLAN

g Sutton Parish Council

arish Boundary



E.Watkinson - Scale: 1:30,000

20-5-2021