140A

Dated 24th September 2018

(1) South Holland District Council

and

(2) Woodgate Farms Limited

and

(3) Robert John Palmer

and

(4) Debra Ann Palmer

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

Relating to land south of
Roman Road, Moulton Chapel, Spalding

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

SHDC Reference: LD/H13-0844-17

Date 24TH SEPTEMBER. 2018

BETWEEN

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

(2) **WOODGATE FARMS LIMITED** (Company Registration Number 2561247) of Snake Hall, Moulton Eaugate, Spalding, PE12 0TB ("the First Owner"); and

(3) **ROBERT JOHN PALMER** and **DEBRA ANN PALMER** of Greystones, Roman Road, Moulton Chapel, Spalding, PE12 0XQ ("the Second 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 First Owner is the freehold owner of the Land registered under title numbers LL72658 and LL172572.

(C) The Second Owner is the freehold owner of the Land registered under title number LL257636 which is subject to an Option to purchase in favour of the First Owner contained in an Agreement dated 12 December 2016.

(D) The First Owner has applied to the Council for outline planning permission for the Land under reference H13-0844-17 for residential development for up to 58 Dwellings.

(E) The Council resolved on 8th November 2017 to grant Planning Permission for the Development in accordance with the Application subject to the Owners entering this Planning Agreement without which Planning Permission for this Development would be refused.

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

(G) 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
"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being a minimum of ~~33.3%~~ 25% of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex B of the National Planning Policy Framework dated March 2012, or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede
"Affordable Housing Provider"	means (a) a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) (b) a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with the Homes and Communities Agency or (c) an alternative affordable housing provider (including but not limited to a

	housing trust or company, a community land trust or an almshouses society) which has been approved by the Council in writing (such approval not to be unreasonably withheld or delayed).
"Affordable Housing Scheme"	means a scheme to be submitted to and approved in writing by the Council detailing the tenure (split 70% Rented Housing and 30% Intermediate Dwellings), mix, size and location of the Affordable Housing in accordance with Schedule 3 of this Agreement for the provision of ~~33.3%~~ 25% of the Dwellings as Affordable Housing units to meet local housing needs
"Affordable Rent Dwelling"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and where the rent and service charge must not exceed the Local Housing Allowance for the relevant area which is reviewed annually and "Affordable Rent" shall be construed accordingly
"Application"	means the application for Planning Permission for the Development and allocated reference number H16-0668-16

"Chargee"	means any mortgage or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;
"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 and "Commence Development" shall be construed accordingly
"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 up to 58 Dwellings, pursuant to the Planning Permission.

"District"	means the District of South Holland
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission.
"Eligible Household"	means a household 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 and who will be proposed as the owners and/or occupiers of an Affordable Dwelling in accordance with a Nomination Agreement **AND FOR THE AVOIDANCE OF DOUBT** no national or local prioritisation criteria shall apply in respect of a Shared Ownership Dwelling where those provisions would prevent it from being included on the HCA's National Affordable Housing Programme or any successor programme approved by the Council in writing.
"HCA"	means the Homes and Communities Agency which is empowered to regulate Registered Providers under the Housing and Regeneration Act 2008 or any successor body from time to time having functions currently exercised by the Homes and Communities Agency
"Health Care Facilities Contribution"	Means sum of £444 per Dwelling to be used for the purpose of extending or reconfiguring Moulton Medical Centre,

	Spalding to accommodate additional staffing requirements
"Health Care Provider"	Means the relevant regional health care provider for NHS England
"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
"Indexation"	means indexed as set out in clause 11 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Intermediate Dwellings"	means homes for sale or rent provided at a cost above social rent but below market levels to Eligible Households whose needs are not met by the market details of which to be agreed with the Council. These can include shared equity (shared ownership and equity loans) and Intermediate Rent, but not Affordable Rent Dwellings.
"Intermediate Rent Dwelling"	means a rent equivalent to 80% of the local Market Rent exclusive of any service charge and where the rent and service charge must not exceed the

	Local Housing Allowance for the relevant area which is reviewed annually
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Market Dwelling"	means a dwelling forming part of the Development which is general market housing for sale or rent on the open market and which is not Affordable Housing
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Affordable Rental Dwellings will be let on the Council's Housing Register.
"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.
"the Owners"	means the First Owner and the Second Owner
"Planning Permission"	means the planning permission granted by the Council which is subject to this Agreement and attached hereto at Schedule 2

"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 that a Dwelling is practically complete.
"Protected Person"	means a person who: 1.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.3 has been granted a shared ownership lease by the Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Affordable Housing Provider or other body or organisation) in respect of a

	particular Affordable Dwelling and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire freehold or leasehold of the Affordable Dwelling.
"Rented Housing"	means dwellings which are available to rent from a Registered Provider which will include either Affordable Rent Dwelling or Intermediate Rent Dwelling
"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 and Section 93 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 obligation to pay the Healthcare Contribution is conditional upon

(a) the grant of 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 OWNERS COVENANTS

5.1 The Owners 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 First Owner shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

8.1 Nothing contained or implied in this Deed shall prejudice or effect 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 First 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 Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed. Following the performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request from the Owners cancel the relevant entry in the Register of Local Land Charges.

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 Owners) 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 Agreement (Affordable Housing) shall not be binding on a mortgagee or charge or a receiver (including an administrative receiver) appointed by a mortgagee or charge or any successors in title to such mortgagee, charge or receiver.

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. WAIVER

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

10. CHANGE OF OWNERSHIP

10.1 The Owners agree 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

11. INDEXATION

11.1 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 Schedule Three divided by the Index figure last published prior to 8 November 2017 multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly

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 Owners 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 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 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 and Wales

16. EXECUTION AND DELIVERY

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

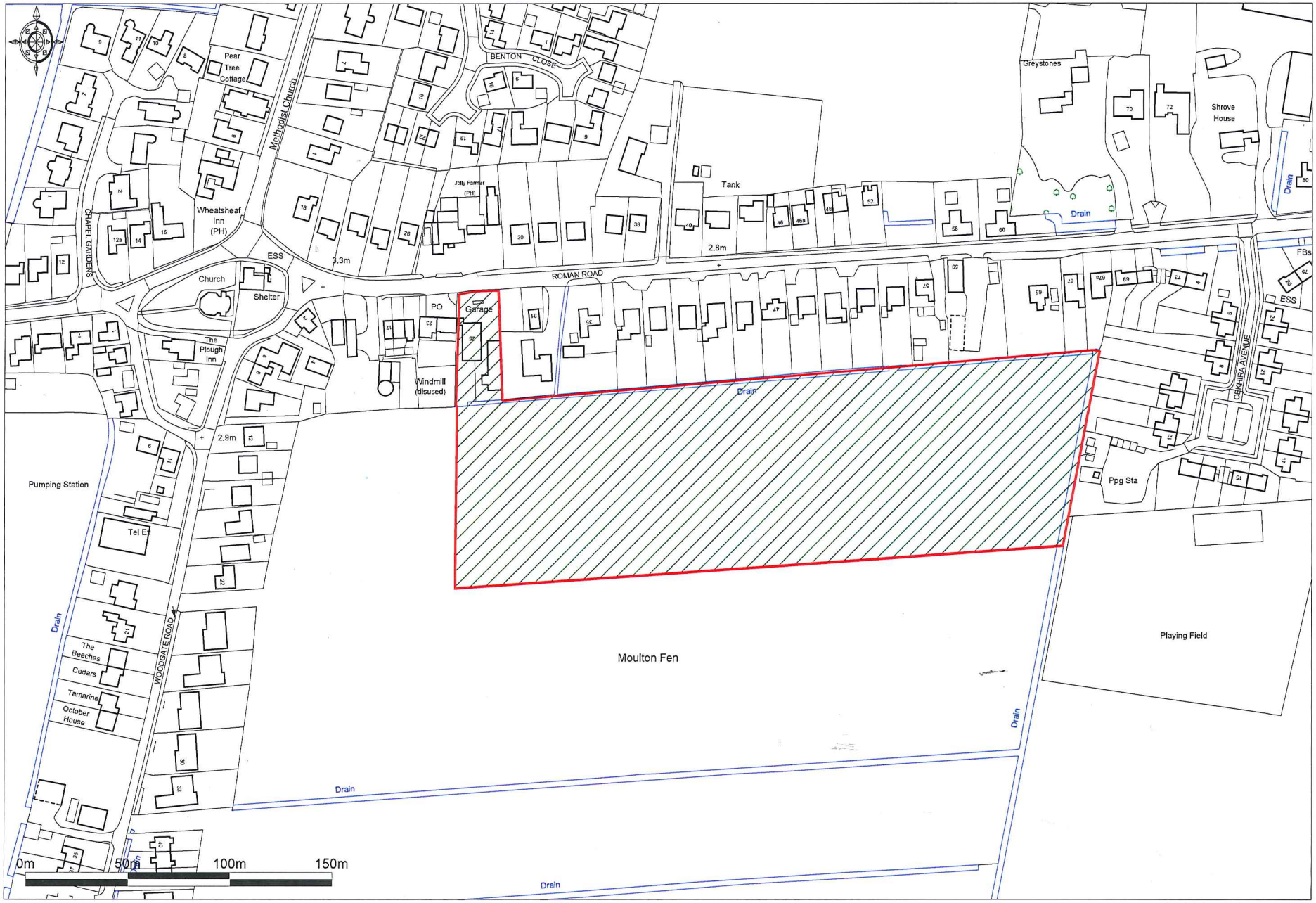
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

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

The Land shown edged red on the Plan and known as land south of Roman Road, Moulton Chapel, Spalding and within the ownership in part of Woodgate Farms Limited under registered Title Number LL72658 and LL172572 and in part by Robert John Palmer and Debra Ann Palmer under registered Title Number LL257636.

Land South of Roman Road, Moulton Chapel, PE12 0XQ



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Site Plan Scale 1:2500 Print@A4,

matrix planning

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

Matrix Planning
36 Stamford Road
Market Deeping
Peterborough
Cambs
PE6 8AB

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT

Reference: H13-0844-17 **Date of Decision:**

Applicant: Woodgate Farms Ltd
C/O Matrix Planning Ltd
36 Stamford Road
Market Deeping
Peterborough Cambs

Location: South Of Roman Road Moulton Chapel Spalding

Description: Proposed development of up to 58 houses with vehicular access (garages to be removed) (resubmission of H13-1280-16)

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:
Site Plan (1:2500) and Dwg. No: 2721/02B.
Flood Risk Assessment (SM Hemmings, dated 6th December 2016).
Desk Top Study Report C13889 (dated August 2016 by Ground Engineering).

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

3 The following matters are reserved for subsequent approval by the Local Planning Authority and no development to which these matters relate shall be carried out until these matters have been approved, viz:

i) detailed drawings of the estate layout to a scale of not less than 1:500 and including road and plot layouts;
ii) detailed drawings to a scale of not less than 1:100 showing the siting, design and external appearance of each building, including a schedule of the materials to be used for external walls and roof;
iii) the means of foul and surface water disposal;
iv) details of landscaping and tree planting;
v) the existing and proposed site levels and floor levels of the buildings and hard surfaced areas.

Reason: The application was submitted in outline only and the above details are required to enable the Local Planning Authority to assess the detailed design, scale, appearance and layout of the development as well as ensure that appropriate access and services are provided to serve the development.
This Condition is imposed in accordance with Policies SG12, SG13, SG14 and SG18 of the South Holland Local Plan, 2006 and national guidance contained in Section 10 of the National Planning Policy Framework, 2012.

4 The development hereby permitted is limited to no more than 58 dwellings.

Reason: To define the terms of the permission.

5 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, inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting maintenance and such a scheme shall require the approval of the Local Planning Authority before any development is commenced. Such scheme as is approved by the Local Planning Authority shall be carried out in its entirety within a period of twelve months beginning with the date on which development is commenced. 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 applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

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 Policy SG18 of the South Holland Local Plan, 2006.

6 Prior to its installation, details of the proposed boundary treatment, including a schedule of 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.

Reason: 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 Policy SG14 of the South Holland Local Plan, 2006.

7 Prior to the commencement of the development hereby permitted beyond oversite, a plan illustrating all areas of publicly accessible open space shall be submitted to and approved in writing by the Local Planning Authority. The areas so approved shall be laid out and made available for use in accordance with a specification and phasing that shall first be agreed in writing by the Local Planning Authority, and shall thereafter be so maintained.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policies SG14 and HS11 of the South Holland Local Plan, 2006.

8 Before the commencement of development hereby permitted, details of the landscape management and maintenance schedule for the areas of incidental open space, refuse/recycling collection points and parking courts/private drives shall be submitted to and approved in writing by the Local Planning Authority. Thereafter these areas shall be maintained in accordance with the approved details.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policies SG14 and HS11 of the South Holland Local Plan 2006.

9 Details of the means of storage and disposal of refuse and recycling shall be submitted to and be approved by the Local Planning Authority and the development shall not commence in advance of that approval. The approved scheme shall be fully implemented and thereafter be retained.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within 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 SG13 and SG17 of the South Holland Local Plan, 2006.

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

i) if identified as being required following the completion of the desk-top study, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.
ii) thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters affecting the site shall be submitted to and approved in writing by the LPA, and all requirements shall be implemented and completed to the satisfaction of the LPA. No deviation shall be made from this scheme. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspect contamination has been submitted to and agreed in writing by the LPA.
iii) two full copies of a full closure report shall be submitted to and approved in writing by the LPA. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Note
The applicant is advised that the phased risk assessment required by the Contaminated Land Scheme Condition should be carried out in accordance with the procedural guidance of the Environmental Protection Act 1990 Part 11A.
The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy SG13 of the South Holland Local Plan, 2006.

11 Details of the design and positions of all external boxes for gas and electricity supplies and of any gas flues and soil vent pipes shall be submitted to and approved in writing by the Local Planning Authority prior to their installation and there shall be no variation from the details so approved.

Reason: To ensure that the Local Planning Authority retains control over these details 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 Policy SG14 of the South Holland Local Plan, 2006.

12 Before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway, shall be

constructed to a specification, to first be submitted to and approved by the Local Planning Authority, to enable them to be adopted as Highways Maintainable at the Public Expense, 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.

Reason: To ensure safe access to the site and each dwelling/building in the interests of residential amenity, convenience and safety.
This Condition is imposed in accordance with Policies SG14 and SG15 of the South Holland Local Plan, 2006.

13 No dwellings shall be commenced before the first 60 metres of estate road from its junction with the public highway, including visibility splays, has been completed.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site and to enable calling vehicles to wait clear of the carriageway of Roman Road. 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 SG14 and SG15 of the South Holland Local Plan, 2006.

14 Before any dwelling is commenced, all of that part of the estate road and associated footways that forms the junction with the main road and which will be constructed within the limits of the existing highway, shall be laid out and constructed to finished surface levels in accordance with details to be submitted and approved by the local planning authority.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site. 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 SG14 and SG15 of the South Holland Local Plan, 2006.

15 Before the commencement of the development hereby permitted beyond oversite, the detailed design and location of all lighting to be provided to roads and footpaths within the development shall be submitted to and approved in writing by the Local Planning Authority and all lighting utilised in the development shall conform to the details so approved.

Reason: To ensure that the Local Planning Authority retains control over these matters, in the interests of the visual amenity of the overall development, to prevent light pollution and to ensure that the development is adequately lit.
This Condition is imposed in accordance with Policies SG14 and SG17 of the South Holland Local Plan, 2006.

16 No development shall take place until a surface water drainage scheme for the site, based on sustainable urban drainage principles and an assessment of the hydrological and hydrogeological context of the development, has been submitted to and approved in writing by the Local Planning Authority.

The scheme shall:

a) Provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the undeveloped site;
b) Provide attenuation details and discharge rates which shall, unless agreed otherwise with the surface water receiving body, shall be restricted to 1.4 litres per second per hectare;
c) Provide details of the timetable for and any phasing of implementation for the drainage scheme; and
d) Provide details of how the scheme shall be maintained and managed over the lifetime of the development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements required to secure the operation of the drainage system throughout its lifetime.

The development shall be carried out in accordance with the approved drainage scheme and no dwelling shall be occupied until the approved scheme has been completed or provided on the site in accordance with the approved phasing. The approved scheme shall be retained and maintained in full in accordance with the approved details.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding. 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 SG11 and SG12 of the South Holland Local Plan, 2006 and national guidance contained in Section 10 of the National Planning Policy Framework, 2012.

17 Before the commencement of the development hereby granted, both a foul water strategy and a wastewater strategyshall 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 and to avoid pollution.
This Condition is imposed in accordance with Policies SG12 and SG13 of the South Holland Local Plan 2006.

18 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 Roman 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 SG14 and SG17 of the South Holland Local Plan, 2006.

19 Before the commencement of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the 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 details so approved.

Reason: To 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 SG14 and SG17 of the South Holland Local Plan, 2006.

20 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 Policies SG15 and SG17 of the South Holland Local Plan, 2006.

21 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (SM Hemmings, dated 6th December 2016) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority.

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 national guidance contained in Section 10 of the National Planning Policy Framework, 2012.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

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

Anglian Water has assets close to or crossing this site or there are assets subject to an

adoption agreement. Therefore, the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 186 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

Paul Jackson
Place Manager
South Holland District Council

22nd November 2017

SCHEDULE 3

The Owners Covenants with the Council

1. AFFORDABLE HOUSING

1.1 Prior to Commencement of Development the Affordable Housing Scheme shall be submitted to the Council in writing for approval, such approval not to be unreasonably withheld or delayed.

1.2 Not to Occupy or permit the Occupation of more than 40% of the Market Dwellings until the construction of all Affordable Dwellings has been commenced in accordance with the Affordable Housing Scheme and written notification of that commencement has been received by the Council

1.3 Not to Occupy or permit the Occupation of more than 60% of the Market Dwellings until the construction of all Affordable Dwellings has been certified Practically Complete and has been transferred to the Affordable Housing Provider.

1.4 The transfer of Affordable Housing to the Affordable Housing Provider shall be in accordance with paragraph 1.5 below and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with the Homes and Communities Agency on terms that accord with relevant funding requirements of the Homes and Communities Agency current at the date of construction of the Affordable Housing.

1.5 The transfer shall contain inter alia the following:

1.5.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;

1.5.2 reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the

Land;

1.5.3 a covenant by the Affordable Housing Provider not to use the transferred Affordable Housing other than for the purposes of providing Affordable Housing in perpetuity but subject to the exemption clauses at paragraph 1.9 below.

1.6 All Affordable Housing must be constructed to meet or exceed the Design and Quality Standards in force at the time of Commencement of the Development or in accordance with such other guidance as shall be issued by the Homes and Communities Agency or its successor and approved in writing by the Council however in the absence of such guidance or standards shall be constructed to a standard agreed in writing with the Council.

1.7 From the date of Practical Completion of the Affordable Dwellings in each Phase they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

1.7.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

1.7.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.9 below and

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

1.8 The Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than three months prior notice to the Council of its intention to dispose and:

1.8.1 in the event that the Council responds within one month from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings (on the basis the Chargee can recover or have the Affordable Housing Provider take responsibility for any outstanding debt) can be made in such a way as to safeguard them

as Affordable Housing then the Chargee shall co-operate with such arrangement and use its best endeavours to secure such transfer

1.8.2 if the Council does not serve its response to the notice served under sub-paragraph 1.9.1 of this schedule within the one month then the Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule

1.8.3 if the Council or any other person cannot within two months of the date of service of its response under sub-paragraph 1.9.1 of this schedule secure such transfer then provided that the Chargee shall have complied with its obligations under sub-paragraph 1.8.1 of this schedule the Chargee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this schedule **PROVIDED ALWAYS** that the Chargee shall not be required to act contrary to the charge or in a way which means that the debt protected by the mortgage or charge shall not be repaid in full **PROVIDED ALWAYS** that the charge shall not be entitled protect a debt greater than the market value of the property valued as an Affordable Dwelling.

1.9 The Registered Provider is insofar as is reasonably practicable to re-invest any net capital receipts from the disposal (except by way of a charge or mortgage) of any Affordable Housing Unit in the District in liaison with the Council **PROVIDED THAT** the use of an monies for the repurchase of any staircased unit of Intermediate Dwellings including shared ownership housing or an Affordable Rent Dwelling or Intermediate Rent Dwelling sold under a statutory duty will comply with this provision

1.9.1 compliance with the above shall not apply where to do so would require the Registered Provider of the Affordable Housing Units to act in a manner contrary to the requirements of the Homes and Communities Agency (or any successor body) or any binding national guidance or direction that determines how any capital

receipts from the disposal (except by way of a charge or mortgage) of any Affordable Housing Unit should be re-invested or recycled

1.10 All Affordable Housing Units shall be evenly integrated and indistinguishable from the Market Dwellings.

2. HEALTHCARE FACILITIES CONTRIBUTION

2.1 The Owners covenants with the Council to pay the Healthcare Facilities Contribution on or before the Occupation of more than 50% of the Market Dwellings comprised in the Development together with the interest for every days delay in receipt of the said funds thereafter.

2.2 All payments to be made to the Council under this Clause shall be increased in line with any changes in the Indexation from the date hereof to the date of payment and all references to the Healthcare Facilities Contribution shall be adjusted to take account of any such changes.

SCHEDULE 4

COUNCIL'S COVENANTS

THE COUNCIL COVENANTS WITH THE OWNERS AS FOLLOWS

1. AFFORDABLE HOUSING

The Council shall co-operate with any Affordable Housing Provider and enter into any Nominations Agreement between the Affordable Housing Provider and the Council.

2. HEALTHCARE FACILITIES CONTRIBUTION

2.1 To notify the Health Care Provider within 10 working days of receipt of the Healthcare Facilities Contribution that the Council is in receipt of the Healthcare Facilities Contribution.

2.2 To pay the Healthcare Facilities Contribution to the Health Care Provider upon receipt of a document from the Health Care Provider that the Health Care Provider will:

2.2.1 apply the Healthcare Facilities Contribution for the purposes of extending or reconfiguring Moulton Medical Centre, Spalding to accommodate additional staffing requirements, the need of which arises from the Development and for no other purposes whatsoever.

2.2.2 return any unspent part of the Healthcare Facilities Contribution to the Council after the expiry of 5 years from the date of receipt of the Healthcare Facilities Contribution.

2.3 To pay to the Owners any unspent monies received by them pursuant to paragraph 2.2.2 of this Schedule within 28 days of receipt from the Health Care Provider.

3. GENERAL

3.1 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.

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

The **COMMON SEAL** of **SOUTH**

HOLLAND DISTRICT COUNCIL

was hereunto affixed

in the presence of:-



Executive Manager Governance/ Chief Executive/ Principal Solicitor

EXECUTED as a **DEED** by

WOOGATE FARMS LIMITED

acting by a Director and its

Secretary or two Directors

Signature of Director

WILLIAM EDWARD KILHAM RAVELL

Signature of Director/Secretary

AMY LOUISE RAVELL

SIGNED as a **DEED** by

ROBERT JOHN PALMER

in the presence of:

Name of Witness

Signature of witness

Address

Occupation

REBECCA INGLIS LL.B (Hons)
Solicitor
Chattertons, Dembleby House
12 Broad Street, Spalding, PE11 1ES

SIGNED as a **DEED** by

DEBRA ANN PALMER

in the presence of:

Name of Witness

Signature of witness

Address

Occupation

REBECCA INGLIS LL.B (Hons)
Solicitor
Chattertons, Dembleby House
12 Broad Street, Spalding, PE11 1ES