H15-0643-24

Dated 27th February **2025**

(1) South Holland District Council

and

(2) Peter James Jackson and Angela Elizabeth Jackson

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

Relating to land adjoining 200 Main Road, Quadring, Spalding

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

SHDC Reference: LD/H15-0643-24

Date 27th February 2025

BETWEEN

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

(2) **PETER JAMES JACKSON** of 5 Ashton Hall Drive, Boston, PE21 7TG and **ANGELA ELIZABETH JACKSON** of 6 Arcott Drive, Boston, PE21 7JQ ("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 which is registered at the Land Registry under Title Number LL260752.

(C) The Owners have via their agent applied to the Council for outline planning permission for the Land under reference for H15-0643-24 for a self-build/custom build Dwelling.

(D) The Council resolved under delegated authority to grant outline Planning Permission for the Development in accordance with the Application subject to the Owners 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:

"2015 Act"	means the Self-build and Custom Housebuilding Act 2015 as amended

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for Planning Permission for the Development and allocated reference number H15-0643-24
"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; • any other works as may be approved in writing by the Council (acting reasonably)
"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 a single Self-Build/Custom Build

	Dwelling with access/egress, pursuant to the Planning Permission
"District"	means the district of South Holland
"Eligibility Criteria"	means any individual(s) and/or association of individual(s) (as the case may be) who are: (a) aged 18 and over (b) UK, EEA or Swiss National Citizen
"Interested Parties"	means the individuals and associations of individuals who are seeking to acquire a Serviced Plot of Land within the District and are registered with the Council on the Self-Build Register or any individual(s) and/or association of individual(s) (as the case may be) that acquire a Serviced Plot of Land and who meet the Eligibility Criteria
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red for identification purposes only on the Plan
"Plan"	means the plan attached to this Deed labelled as drawing number 681/LP/BP/2024 being the Location and Block Plan drawing submitted with the Application
"Planning Permission"	means the planning permission to be granted by the Council which is subject to this Deed and substantially in the form attached in draft 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 evidence that a Dwelling is practically complete
"Reserved Matters Application"	means an application for Reserved Matters Approval pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval granted by the Council pursuant to the Reserved Matters Application
"Self-Build/Custom Build Dwelling"	means the residential accommodation constructed pursuant to the Planning Permission and meets the definition in the 2015 Act
"Self-Build Register"	means the register of individuals and associations of individuals who are seeking to acquire Serviced Plots of Land in the District for their own self-build and custom housebuilding which the Council is required to keep under section 1(1) of the 2015 Act
"Serviced Plot of Land"	means a plot of land on the Land for a Self-Build/Custom Build Eco Dwelling that meets the definition in section 5(1) of the 2015 Act
"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 imposed upon the Owners under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein are conditional upon:

(a) the grant of Planning Permission and;

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8, 9.3 and 12 (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'S COVENANTS

5.1 The Owners covenant with the Council as set out herein.

6. THE COUNCIL'S COVENANTS

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

7. NOTICES AND RECORD KEEPING

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

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

8. THE COUNCIL'S COSTS

8.1 The Owners shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs of £1,250 together with the Land Registry fees of £6 incurred in connection with the preparation, completion and registration of this Deed.

9. MISCELLANEOUS

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

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

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

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

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

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

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

9.8 This Deed shall not be enforceable against:

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

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

9.8.3 any mortgagee or chargee exercising their charge;

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

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

10. SECTION 73 APPLICATIONS

10.1 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the

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

11. WAIVER

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

12. CHANGE OF OWNERSHIP

12.1 The Owners agree with the Council to give the Council 20 Working Days' 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.

13. DISPUTE RESOLUTION

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

14. JURISDICTION

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

15. EXECUTION AND DELIVERY

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

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

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

13508

Authorised Signatory

SIGNED as a **DEED** by **PETER JAMES JACKSON** in the presence of:

× PJJ

Name of Witness × MARGARET SPERRING

Signature of witness ×

Address × 7 ARCOTT DRIVE, BOSTON, LINCS

Occupation × RETIRED

SIGNED as a **DEED** by **ANGELA ELIZABETH JACKSON** in the presence of:

× AEJ A. E. Jackson

Name of Witness × MARGARET SPERRING

Signature of witness ×

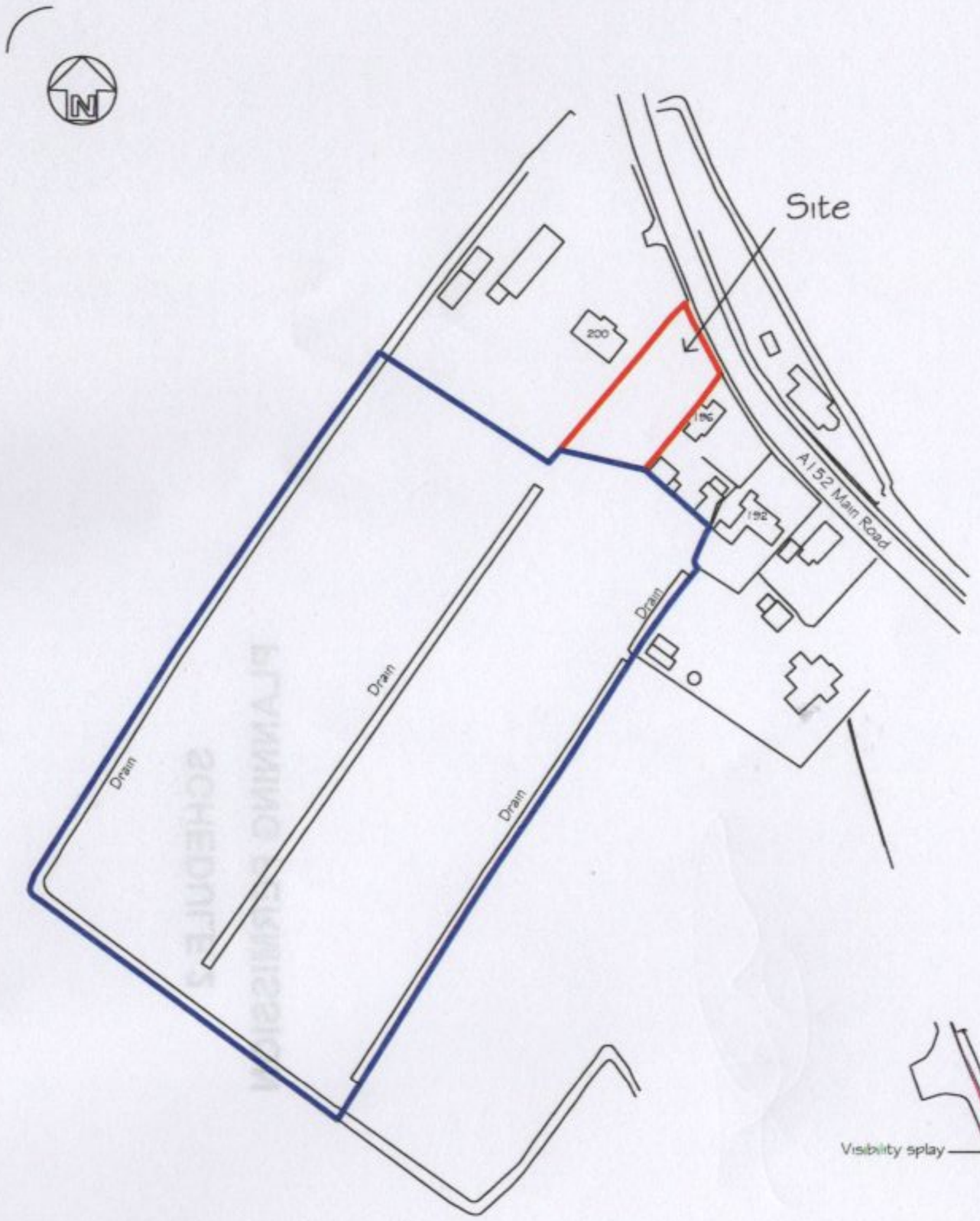
Address × 7 ARCOTT DRIVE, BOSTON, LINCS

Occupation × RETIRED.

SCHEDULE 1

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

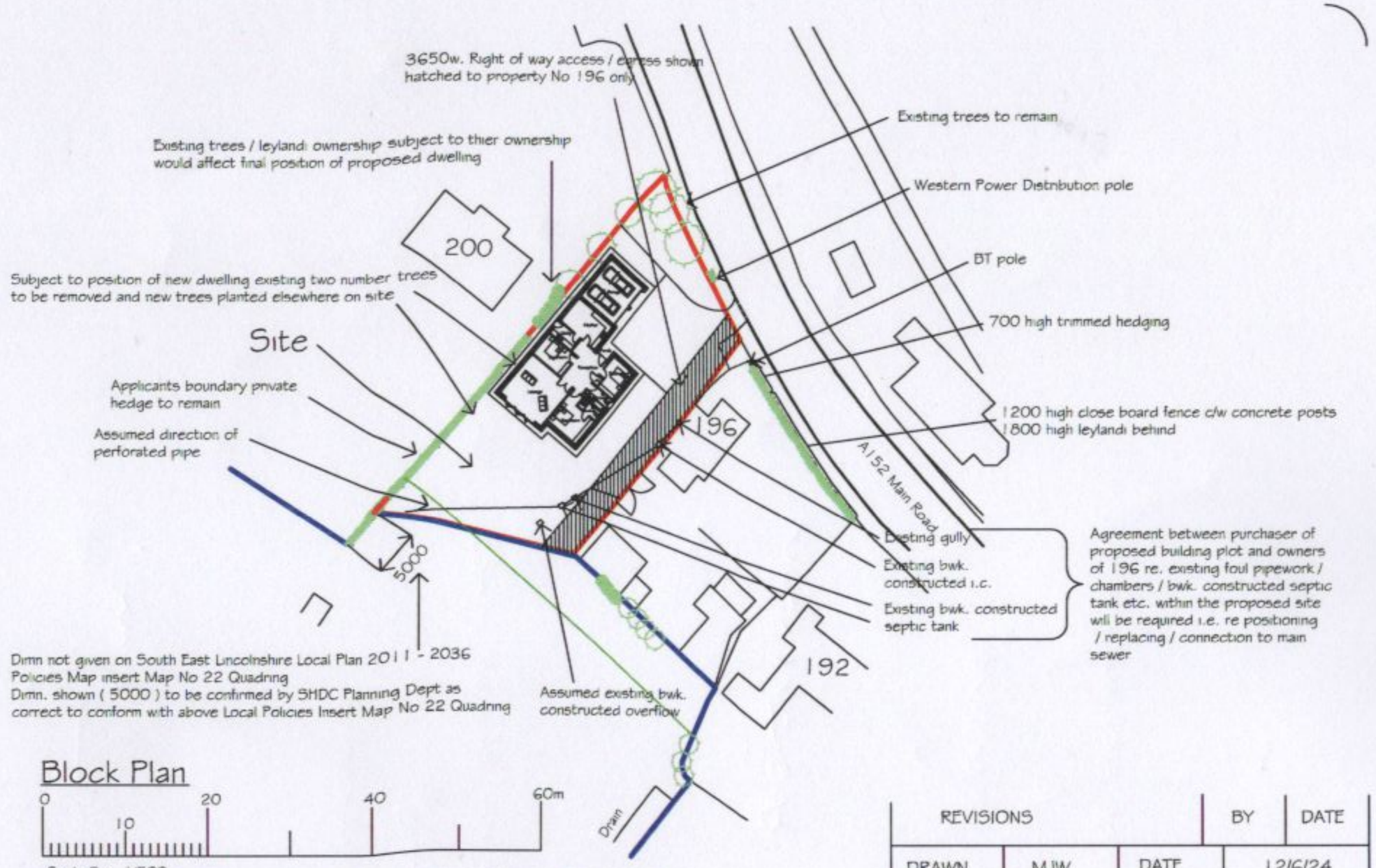
The Land adjoining200 Main Road, Quadrin, Spalding, registered at HM Land Registry under Title Number LL260752 and shown edged red for identification purposes only on the Plan.



Location Plan

0 10 20 40 60m

Scale Bar 1/1250



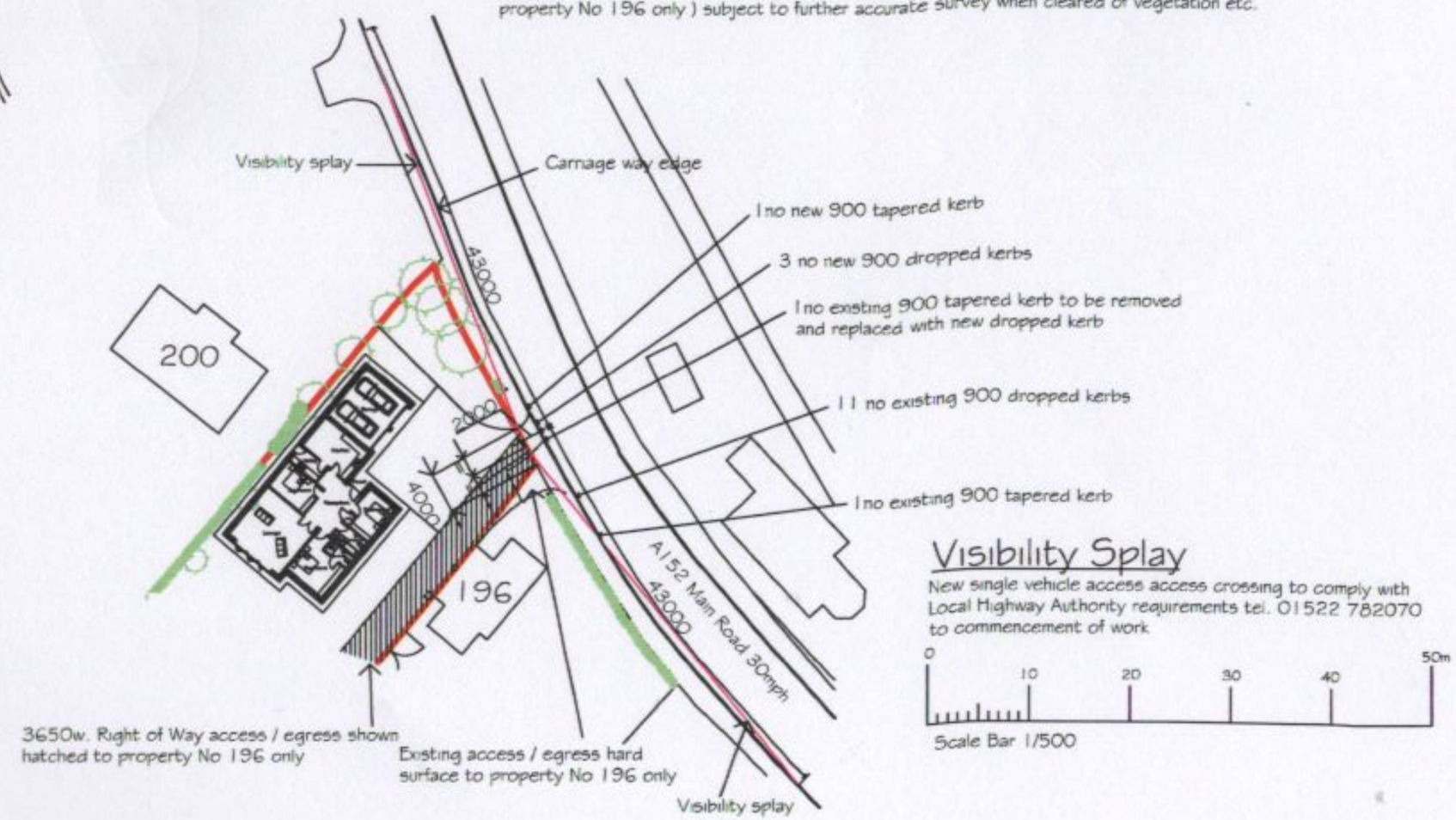
Block Plan

0 10 20 40 60m

Scale Bar 1/500

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Site area outlined in red approx. .09ha (including right of way access / egress shown hatched to property No 196 only) subject to further accurate survey when cleared of vegetation etc.



Visibility Splay

New single vehicle access access crossing to comply with Local Highway Authority requirements tel. 01522 782070 to commencement of work

0 10 20 30 40 50m

Scale Bar 1/500

REVISIONS		BY	DATE
DRAWN	MJW	DATE	12/6/24
SCALE	As Shown	CHECKED	

CLIENT

Mr P. Jackson
5 Ashton Hall Drive
Boston
Lincs
PE21 7TG

PROJECT

Residential development - Proposed building plot showing indicative layout for single dwelling with access / egress on to Main Road Quadring between 196 and 200 Main Road Quadring Lincs PE11 4PT

DETAILS

Location & Block Plan

Malcolm Watson
architectural - detailing services
Residential - Commercial - Industrial - Agricultural
Planning & Building Regulations Submissions
13 Wimberley Way, Pinchbeck, Spalding, Lincs. PE11 3RY.
Tel / Fax : 01775 767650
email : mjw.13@btinternet.com
partner LABC

DRWG No. 681/LP/BP/2024

SCHEDULE 2

PLANNING PERMISSION

M Watson
13 Wimberley Way
Pinchbeck
Spalding
Lincolnshire
PE11 3RY

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937
planningadvice@sholland.gov.uk
www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H15-0643-24 **Date of Decision:**

Applicant: Mr P Jackson
5 Ashton Hall Drive
Boston
Lincolnshire
PE21 7TG

Location: Land Adjacent To 196 Main Road Quadring Spalding Lincolnshire

Description: Residential Development - Proposed single dwelling with access/egress

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 and/or documents:

Application Form
681/LP/BP/2024
Design & Access Statement
Flood Risk Assessment by S M Hemmings

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 building(s) (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 The development hereby permitted shall not be occupied before the access shown as hatched on drawing no. 681/LP/BP/2024 is provided, to a minimum width of 4.1 metres.

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 Policy 2, 3 and 36 of the South East Lincolnshire Local Plan, 2019 and Section 9 of the National Planning Policy Framework, December 2023.

5 The dwelling hereby permitted shall only be sold and developed as self build/custom provision in accordance with the definition within the Self- Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016).

Reason: To ensure the development provides for self build/custom housing.
This Condition is imposed in accordance with Policy 1, 2 and 11 of the South East Lincolnshire Local Plan, 2019 and Section 5 of the National Planning Policy Framework, December 2023.

6 The water consumption of the 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 the 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.

7 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (by S M Hemmings dated) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

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-The ground floor should be at least 300mm above the existing ground level on the site

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

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and Section 14 of the National Planning Policy Framework, December 2023.

8 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.

Note: Site levels and finished floor levels have not been approved. Where levels are raised above existing ground levels, the submission shall be supported by cross-sectional drawings showing the relationship with adjoining uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place.

Reason: 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 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

9 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 Section 14 of the National Planning Policy Framework, December 2023.

10 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 (including screening of bin collection points), 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 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 applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development. The submitted landscaping proposals shall demonstrate that Biodiversity Net Gain will be achieved on site, using the Biodiversity Metric 3.1 (or any successor).

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. 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.

11 Prior to its installation, details of the proposed boundary treatments, including a schedule of fencing levels, heights and materials, and details of the size and species of any hedging, shall be submitted to and approved in writing by the Local Planning Authority, and the details so approved shall be implemented in full before the development is first brought into use and retained thereafter.

Note: Where levels are raised above existing ground levels, the submission shall be supported by cross-sectional drawings showing the relationship with adjoining uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place.

Reason: In the interests of the character and appearance of the development and the amenity of the area in which it is set including the amenity of nearby occupiers.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

Notes:

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

Biodiversity Net Gain

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

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

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

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

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

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

Statutory exemptions and transitional arrangements

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These can be found at Paragraph: 003 Reference ID: 74-003-20240214 of the Planning Practice Guidance, which can be found at https://www.gov.uk/guidance/biodiversity-net-gain.

Based on the information available and submitted in support of this application, the Local Planning Authority considers that the development hereby permitted is exempt and therefore will not require the approval of a biodiversity gain plan, prior to the commencement of development; with the development comprising a statutory exemption as listed below: -

- Consists exclusively of dwellings which are self-build or custom housebuilding.

As such, the development hereby permitted will not be subject to the biodiversity gain condition.

Irreplaceable habitat

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

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

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

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

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

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

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

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

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

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

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

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. Any traffic management required to undertake works within the highway will be subject to agreement. The access must be constructed in accordance with a current specification issued by the Highway Authority. Any requirement to relocate existing apparatus, underground services, or street furniture because of the installation of an access will be the responsibility, and cost, of the applicant and must be agreed prior to a vehicle access application.

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

Please contact the Lincolnshire County Council Streetworks and Permitting Team on 01522 782070 to discuss any proposed statutory utility connections, Section 50 licences and any other works which will be required within the public highway in association with the development permitted under this Consent. This will enable Lincolnshire County Council to assist in the coordination and timings of these works.

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

The 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

Phil Norman

Assistant Director - Planning and Strategic Infrastructure
South Holland District Council

29th October 2024

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

SCHEDULE 3

THE OWNERS' COVENANTS

The Owners covenant with the Council as follows:

1. To provide to the Council within 14 Working Days of the grant of the Planning Permission the contact details of the person who will liaise on behalf of the Owners with the Interested Parties in order to dispose of the Serviced Plot(s) of Land
2. To use reasonable endeavours to enter into a contract(s) with the Interested Parties to transfer each Self-Build/Custom Build Dwelling as a Serviced Plot of Land until all such plots have been disposed of (unless otherwise agreed with the Council (not to be unreasonably withheld or delayed)
3. To request that any Interested Parties (who are seeking to acquire a Serviced Plot of Land but are not on the Self-Build Register) contact the Council to be asked to be placed on the Self-Build Register.
4. The transfer of the Self-Build/Custom Build Dwelling as a Serviced Plot of Land shall contain inter alia the following clauses:
   - 4.1 a grant of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Self-Build/Custom Build Dwelling;
   - 4.2 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
5. To keep the Council informed of its progress in negotiating the disposal of each of the Self-Build/Custom Build Dwelling(s) as Serviced Plot(s) of Land to the Interested Parties on a half-yearly basis until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties.
6. The Self-Build/Custom Build Dwellings must be constructed in accordance with the Reserved Matters Approval.

7. Where contracts are exchanged with a purchaser of a Self-Build/Custom Build Dwelling to supply a certified copy of such contract to the Council within fourteen (14) Working Days of such contract being completed **PROVIDED THAT** the copy shall redact any commercially sensitive information.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. SELF-BUILD/CUSTOM HOUSE BUILD ECO DWELLINGS

1.1 Within 2 (two) months of the grant of the Planning Permission to contact and inform Interested Parties on the Self-Build Register of the existence of the Planning Permission and the Council shall continue to contact and inform Interested Parties of the availability for sale of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).

1.2 To notify the Owners or such other nominated person of the contact details of the Interested Parties that have expressed an interest in acquiring a Serviced Plot of Land on the Development within 28 (twenty eight) Working Days of receipt of the expression of interest and the Council shall continue to notify the Owners of expressions of interest received in respect of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).

2. GENERAL

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

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