**Dated** 24th September **2024**

**(1) South Holland District Council**

**and**

**(2) Seagate Homes Monks House Lane Limited**

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

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**Relating to land at Ivanda Nursery, Monks House Lane, Spalding**

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

**SHDC Reference: LD/H16-0136-23**

Date 24th September 2024

**BETWEEN**

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

(2) **SEAGATE HOMES MONKS HOUSE LANE LIMITED** (Company Registration No. 11871737) of Bulley Davey Ltd, 33 Boston Road South, Holbeach, Spalding, PE12 7LR and of Holbeach Manor, Fleet Road, Holbeach, Spalding, PE12 7AX ("the Owner")

together shall be known as "the Parties".

**INTRODUCTION**

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

(B) The Owner is the freehold owner of the Land registered under Title Number LL328222 free from encumbrances.

(C) The Owner has applied to the Council for planning permission for the Land under reference H16-0136-23 for residential development for 70 Dwellings.

(D) The Council resolved on 4 September 2024 to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for the 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.

(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 |
| "Application" | means the application for planning permission for the Development and allocated reference number H16-0136-23 |
| "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 (Full) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of<br>• access,<br>• site clearance,<br>• demolition work,<br>• archaeological investigations,<br>• investigations for the purpose of assessing ground conditions,<br>• remedial work in respect of any contamination or other adverse conditions,<br>• the laying or diversion of services,<br>• the erection of hoardings or other temporary means of enclosure, and<br>• 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 up to 70 Dwellings, including demolition of existing glass houses. pursuant to the Planning Permission |

| | |
|---|---|
| "Dwelling" | means any unit of residential accommodation constructed pursuant to the Planning Permission |
| "Index" | means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the Parties |
| "Indexation" | means indexed as set out in Clause 12 of this Deed |
| "Interest" | means interest at the base rate of Lloyds Bank PLC plus 4% |
| "Land" | means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan |
| "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. |
| "Plan" | means the plan attached to this Deed labelled as drawing number HL-SH-PD-LP-1000 B being the location plan submitted with the Application |
| "Planning Permission" | means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning |

| | |
|---|---|
| | permissions for the Development granted pursuant to section 73 or 96A of the Act |
| "Spalding Western Relief Road Contribution" | means the sum of two hundred and twenty five thousand pounds (£225,000.00) to be used for the purposes of funding delivery of Section 5 of the Spalding Western Relief Road |
| "Working Days" | means any day other than a Saturday Sunday or public or bank holiday in England |

## 2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

## 3. LEGAL BASIS

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

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

## 4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

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

## 5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

## 6. THE COUNCIL'S COVENANTS

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

## 7. NOTICES AND RECORD KEEPING

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

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

## 8. THE COUNCIL'S COSTS

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

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

(b) the sum of £2,750 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

## 9. MISCELLANEOUS

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

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

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

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

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

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

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

9.8 This Deed shall not be enforceable against:

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

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

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

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

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

## 10. WAIVER

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

## 11. CHANGE OF OWNERSHIP

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

## 12. INDEXATION

12.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedule Three divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

## 13. INTEREST

13.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

## 14. VAT

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

## 15. DISPUTE RESOLUTION

15.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the Parties or in the absence of agreement as to the identity of the person by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

15.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

15.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the Parties in the absence of manifest error or fraud.

15.4 The expert's costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.

15.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty (40) Working Days after appointment.

15.6 The expert shall be required to give notice to each of the said Parties requiring them to submit to him within ten (10) Working Days written submissions and

supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

## 16. SECTION 73 APPLICATIONS

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

## 17. JURISDICTION

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

## 18. EXECUTION AND DELIVERY

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

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

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




Authorised Signatory

E L Spicer

**EXECUTED** as a **DEED** by

**SEAGATE HOMES MONKS**

**HOUSE LANE LIMITED**

acting by a Director ~~and its~~
in the presence of
~~Secretary or two Directors~~

Signature of Director

Signature of ~~Secretary/Director~~ Witness

~~Name of Witness~~ ADAM MUNFORD

Witness Address 135F Eastgate
Deeping St James.
PE6 8RS

## SCHEDULE 1

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

The Land is known as land at Ivanda Nursery, Monks House Lane, Spalding and falling within Title Number LL328222 shown edged red on the Plan.

# MONKS HOUSE LANE, SPALDING

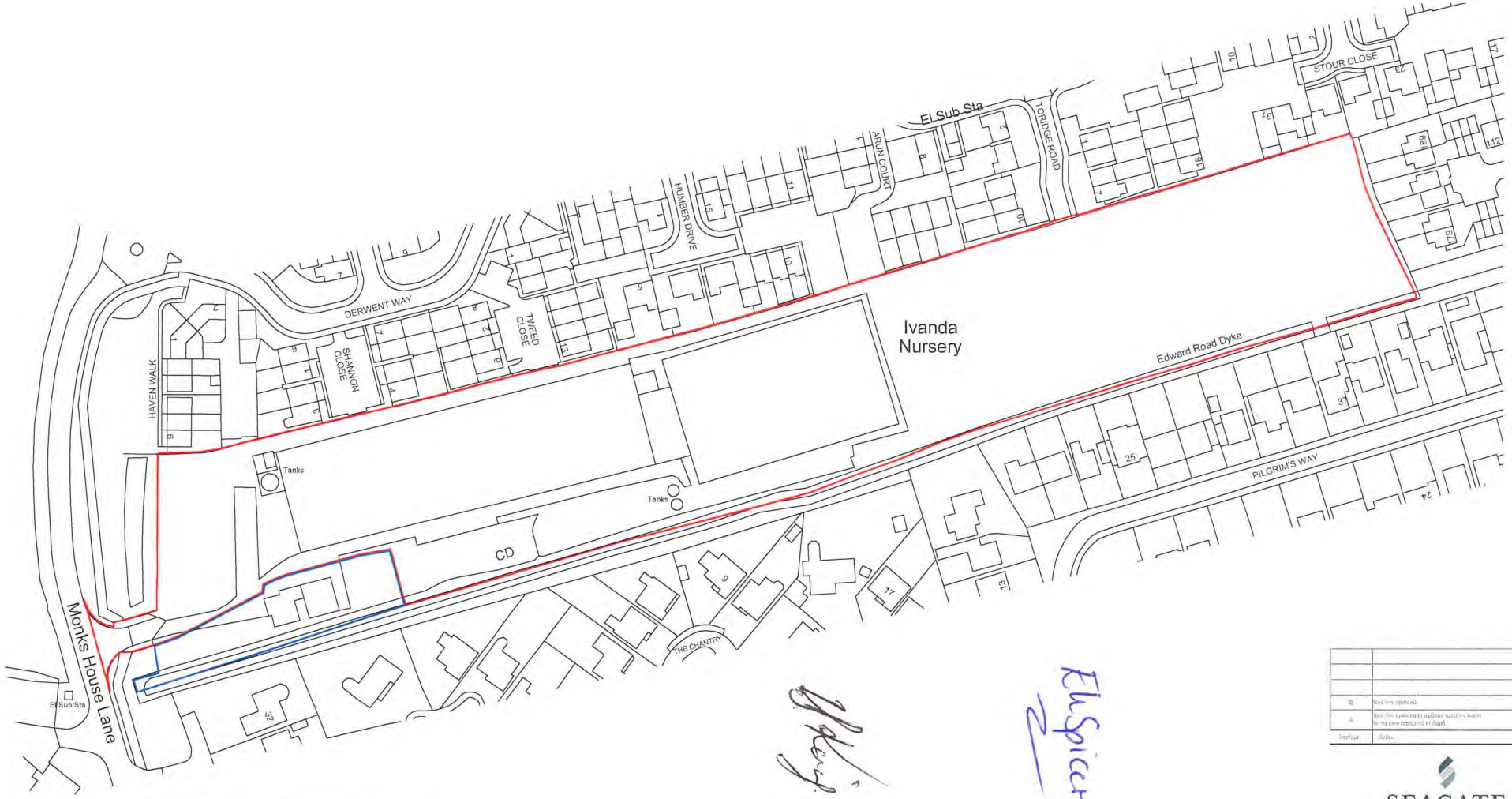
NOTES:

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

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

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

IF IN DOUBT ASK !




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| | | |
| | | |
| B | Red line updated. | 06.06.23 (MD) |
| A | Red line updated to include turning head area now included in plan. | 12.4.23 (MD) |
| Revision | Notes | Date |

SEAGATE HOMES

Project:
PROPOSED RESIDENTIAL DEVELOPMENT, OFF MONKS HOUSE LANE, SPALDING, LINCS.

Drawing:
LOCATION PLAN

Drawn: MD Date: 20.09.2022

Status: PLANNING Scale: 1:1250 @ A3

Drawing Number:
MHL-SH-PD-LP-1000 B

# SCHEDULE 2
# DRAFT 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

Seagate Homes
Holbeach Manor
Fleet Road
Holbeach
Spalding
PE12 7AX

## TOWN AND COUNTRY PLANNING ACT 1990

# *DRAFT* APPROVAL

**Reference:** H16-0136-23 **Date of Decision:**

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

**Location:** Ivanda Nursery Monks House Lane Spalding

**Description:** Proposed residential development of 70 dwellings, including demolition of existing glass houses

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

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

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

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

Application Form
5099.Monks.Seagate. TCP
Design and Access Statement by Mike Sibthorp Planning dated January 2023
Flood Risk Assessment ECL0883/SEAGATE HOMES by Ellingham Consulting Ltd dated
16170503-SEA-MONK-3D-TOPO Rev B



DC_DRAFT_DECISION - ODB:951

Protected Species Report November 2022
C15847
Preliminary Ecological Appraisal and Preliminary Roost Assessment - Hillier Ecology - May 2023
MHL-SH-PD-LP-1000 A
12556-WMS-ZZ-XX-D-C-39201-S8-P2
Surcharged Outfall FEH - Amendment 3
Non - Surcharged Outfall FEH - Amendment
12556-WMS-ZZ-XX-T-C-39201-S8-P2
Landscape and Biodiversity Management Plan
MHL-SH-LEWE-AR-1005 D
MHL-SH-LEWE-AR-1006 D
MHL-SH-LEWE-AR-1007 D
MHL-SH-PD-SL-1002 G
Garages - 01A
S102 - 01A
S153 V2 - 02
S213V3 - 01 (Terrace)
S213V3 - 01
HT-S301 V4
HT-S301 V5
S303V4 - 01
HT -S312 V2 - 01
S318V2 & S319V2 - 02
S306 V3 01
HT-S430 V3 - 01
HT-S430 V3 - 02

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

3 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment reference ECL0883/Seagate Homes dated November 2022 by Ellingham Consulting 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:

-Finished floor levels shall be set at 0.3m above existing ground levels;

-Flood resilient and resistance measures to be incorporated into the development to a height of 300mm above finished floor levels.

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

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



DC_DRAFT_DECISION - ODB:951

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.

4 Notwithstanding the submitted details before the commencement of the development hereby permitted, with the exception of demolition, full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced areas and amenity areas, including the relationship to proposed finished floor levels of the building, including any mitigation measures arising as a consequence (for example increased height of boundary treatment or flood mitigation requirements), 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: The submission shall be supported by cross-sectional drawings showing the relationship with adjoining sites, uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place and to ensure there are no adverse effects upon the amenity to nearby residential properties.

Reason: To reduce the risk of flooding, to take account of flood mitigation measures and 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, streetscape 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.

5 No development or demolition of structures below existing floor slab level shall take place until an archaeological Mitigation Strategy for the protection of archaeological remains is submitted to and approved by the Local Planning Authority. The Mitigation Strategy will include appropriate Written Schemes of Investigation for a trial trench evaluation and provision for further mitigation work as necessary. These schemes shall include the following:

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

The scheme of archaeological investigation must only be undertaken in accordance with the approved details.

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019 and the National Planning Policy Framework.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire


DC_DRAFT_DECISION - ODB:951

Local Plan, 2019.

6 The archaeological site work must be undertaken only in full accordance with the approved Mitigation Strategy referred to in the above Condition. The applicant will notify the Local Planning Authority of the intention to commence at least fourteen days before the start of archaeological work in order to facilitate adequate monitoring arrangements. No variation shall take place without prior consent of the Local Planning Authority.

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

7 A report of the archaeologist's findings shall be submitted to the Local Planning Authority and the Historic Environment Record Officer at Lincolnshire County Council within 3 months of the archaeological works hereby approved being commenced, unless otherwise agreed in writing by the Local Planning Authority. The post-investigation assessment must be completed in accordance with the programme set out in the approved Written Scheme of Investigation and shall include provision for analysis, publication and dissemination of results and deposition of the archive being secured.

Reason: In order to ensure that satisfactory arrangements are made for the investigation, retrieval and recording of any possible archaeological remains on the site in accordance with the National Planning Policy Framework.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

8 Notwithstanding the knee rail and tree planting in close proximity to the 6m easement of the drain as shown on the layout plan reference MHL-SH-PD-SL-1002 G, no additional tree planting shall take place within 9m of the dyke brink to the southern boundary. The 6m strip of retained grassland to the southern boundary adjacent to the drain as shown on the layout plan reference MHL-SH-PD-SL-1002 G shall be kept free of development and tree planting within this area, and it shall be maintained as grassland thereafter.

Reason: To ensure the dyke can be adequately maintained in the interests of maintaining adequate surface water drainage and to ensure the integrity of the retained grassland preserves its biodiversity value.
This Condition is imposed in accordance with Policies 4 and 28 of the South East Lincolnshire Local Plan, 2019.

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

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


DC_DRAFT_DECISION - ODB:951

Lincolnshire Local Plan, 2019.

10 Notwithstanding the submitted details prior to its installation, details of the proposed boundary treatments, including a schedule of fencing levels, heights and materials, including railings or other boundary treatments around the attenuation basin and adjoining the highway/estate road together with 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.

Note: It should be noted that the Edward Drain shall not be fenced off. Any fencing installed on site shall respect the 6m easement adjacent to the Edward Drain. This area shall be kept free of any fencing.

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

11 Notwithstanding the submitted details before the commencement of the development hereby permitted beyond oversite, the approval of the Local Planning Authority is required to a scheme of landscaping and tree planting for the site, inter alia, the number, species, heights on planting and positions of all the trees, together with details of post-planting maintenance. Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Additional tree planting shall not take place south of the 9m easement to the Edward Drain in line with Condition 8.

NOTE: The submitted landscaping proposals shall demonstrate that Biodiversity Net Gain will be achieved on site, using the Biodiversity Metric 4 (or any successor).

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set, and that Biodiversity Net Gain will be achieved.
This Condition is imposed in accordance with Policies 2, 3 and 28 of the South East Lincolnshire Local Plan, 2019 and the Environment Act 2021.

12 None of the existing trees on the site marked as being retained shall be cut down, up-rooted, destroyed, topped or lopped unless first agreed in writing by the Local Planning Authority. If any tree which is to be retained dies or is to be removed it shall be replaced


DC_DRAFT_DECISION - ODB:951

within six months thereafter with a tree of such size and species which shall be first be agreed in writing by the Local Planning Authority.

Reason: To ensure the protection of existing trees on the site, in the interests of the visual amenity of the locality.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

13 Where trees are shown as being retained on site, together with the retained grassland within the 6m easement of the Edward Drain, they shall be protected during construction work as follows:

i) Chestnut pale or similar fencing 1.5 metres in height shall be provided around the trees and retained grassland to be retained before development is commenced at a minimum distance from the trunks equal to the spread of the crowns of the trees, and adjacent to the retained grassland. No materials, equipment, site huts, fuels or other items shall be placed or stored within the areas enclosed by the fencing so erected and the ground levels within those areas shall not be altered, nor shall any excavation be made,

ii) No burning of materials or other items shall take place within 3 metres of the crown spread of any of the trees to be retained or within or adjacent to the retained grassland;

iii) No services shall be routed under the spread of the crowns of the trees to be retained, or under the retained grassland;

iv) No retained tree shall be cut down, up-rooted, destroyed, topped or lopped, and the grassland shall not be removed or altered unless first agreed in writing by the Local Planning Authority;

v) If any tree which is to be retained dies or is to be removed it shall be replaced within six months thereafter with a tree of such size and species which shall be first be agreed in writing by the Local Planning Authority.

vi) Any part of the retained grassland that is removed or destroyed shall be replaced within six months thereafter with a species mix which shall first be agreed in writing by the Local Planning Authority.

Reason: To ensure the protection of trees and retained grassland on the site.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

14 The retained grassland, the bird boxes, bat boxes, log piles, Hedgehog Highway Scheme and other biodiversity enhancement features shown on the Landscaping, External Works and ecological layout plans references MHL-SH-LEWE-AR-1005 D, MHL-SH-LEWE-AR-1006 D, and MHL-SH-LEWE-AR-1007 D, shall be implemented prior to first occupation of the dwellings and retained thereafter for the lifetime of the development in accordance with the detailed Biodiversity Metric 4 calculations submitted as part of the development hereby approved.

Reason: In order to deliver biodiversity net gain on site.



DC_DRAFT_DECISION - ODB:951

This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

15 The development hereby permitted shall not be commenced, with the exception of demolition, 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).

The scheme shall include all of the following measures unless the LPA dispenses with any such requirement in writing:

ii) If identified as being required following the completion of the desk-top study, an exploratory 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 end use. A full copy of the site investigation and findings shall be forwarded to the LPA without delay upon completion.

iii) Thereafter, a written method statement detailing the remediation strategy for land contamination and/or pollution of controlled waters affecting the site and a timetable for their completion shall be submitted to and approved in writing by the LPA. This shall include details of the proposed verification plan including compliance criteria and monitoring details.

No deviation shall be made from this scheme without the express written agreement of the LPA. 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 suspected contamination has been submitted to and agreed in writing by the LPA.

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 30 of the South East Lincolnshire Local Plan, 2019.

16 If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 15 above and remediation is required, a full copy of a verification report shall be submitted to, and approved in writing by, the Local Planning Authority prior to the first occupation of the development. 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 objectives and criteria 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.



DC_DRAFT_DECISION - ODB/951

Reason: To ensure the satisfactory remediation of contaminated land and/or waters.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

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

Reason: To ensure that the site is adequately drained and to avoid pollution.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

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

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

19 The development hereby permitted shall be undertaken in accordance with a Construction Management Plan and Method Statement that shall first be approved in writing by the Local Planning Authority. The Plan and Statement shall indicate measures to mitigate the adverse impacts of vehicle activity and the means to manage the drainage of the site during the construction stage of the permitted development. It shall include;

·the on-site parking of all vehicles of site operatives and visitors;
·the on-site loading and unloading of all plant and materials;
·the on-site storage of all plant and materials used in constructing the development;
·wheel washing facilities;
·the routes of construction traffic to and from the site including any off-site routes for the disposal of excavated material and;
·strategy stating how surface water run off on and from the development will be managed during construction and protection measures for any sustainable drainage features. This should include drawing(s) showing how the drainage systems (temporary or permanent) connect to an outfall (temporary or permanent) during construction.

Reason: In the interests of residential amenity and the safety and free passage of those using the adjacent public highway during construction and to ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development during construction.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

20 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order or Statutory Instrument revoking and re-enacting


DC_DRAFT_DECISION - ODB:951

that Order), none of the following developments or alterations shall be carried out.

i) the erection of freestanding curtilage buildings or structures including car ports, garages, sheds, greenhouses, pergolas or raised decks;
ii) the erection of house extensions including dormer windows, conservatories, garages, car ports, porches or pergolas;
iii) alterations including the installation of replacement or additional windows or doors and the installation of roof windows.

Reason: To ensure that the Local Planning Authority retains control over the future extension and alteration of the development, in the interests of its architectural and visual integrity, levels of residential amenity and the visual amenity and character of the area within which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

21 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order or Statutory Instrument revoking and re-enacting that Order), no walls, fences or other means of enclosure other than those illustrated on the plans forming part of the application hereby approved shall be erected on the site, including within 6m of the Edward Drain.

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

22 Other than those shown on the approved plans, no new windows, doors or rooflights shall be formed on the northern flank elevations, or on the roof slopes of the dwellings on plots: 13, 23, 24, 35, 48, 53, and 54, unless otherwise approved in writing by the Local Planning Authority.

Reason: In the interests of amenity to nearby residents to the north of the site.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

23 No lighting (either temporary or permanent) shall be erected within the 6m easement of the Edward Drain, or erected on the southern external walls or within the external curtilage or on external fencing of plots 59-69 without the prior consent in writing by the Local Planning Authority.

Reason: In the interests of amenity and to ensure that lighting does not affect the retained grassland which has biodiversity value.
This Condition is imposed in accordance with Policies 2, 3, 28 and 30 of the South East Lincolnshire Local Plan, 2019.

24 Prior to the commencement of the development hereby permitted beyond oversite, a plan illustrating all areas of publicly accessible open space, that is to be managed in line with the Biodiversity Metric 4 calculations submitted as part of the development hereby


DC_DRAFT_DECISION - ODB:951

approved, and in conjunction with conditions 11 and 14 and 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 Policy 32 of the South East Lincolnshire Local Plan, 2019.

25 Before the commencement of development, with the exception of demolition, hereby permitted, details of the management and maintenance schedule for the areas of landscaping, in line with the Biodiversity Metric 4 calculations submitted as part of the development hereby approved, and in conjunction with conditions 11 and 14, including 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.

The retained landscaping strip as shown on plan MHL-SH-PD-SL-1002 G shall be maintained in for a period of 30 years post development as part of a Landscape and Ecological Management Plan in line with the Biodiversity Metric 4 calculations.

Reason: To ensure that adequate provision is made for the management and maintenance of the those areas.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

26 Prior to the occupation of the development hereby permitted a cycle rack for each dwelling which does not have a garage (either wall mounted, sheffield stands or similar, or shared vertical cycle parking) shall be provided in positions which shall be approved in writing by the Local Planning Authority.

Reason: To ensure that adequate secure facilities are provided for cyclists using the site.
This Condition is imposed in accordance with Policy 36 of the South East Lincolnshire Local Plan, 2019.

27 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 Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

28 The water consumption of each dwelling hereby permitted should not exceed the


DC_DRAFT_DECISION - DDB:951

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 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.

29 The development hereby permitted shall be undertaken in accordance with a strategy relating to precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development which shall first be approved in writing by the Local Planning Authority.

These facilities shall include the provision of wheel washing facilities and shall be made available before commencement of the construction of the development and be kept available and in full working order until completion of the development.

Reason: In the interests of highway safety during the construction process. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

30 The permitted development shall be undertaken in accordance with an Estate Road Phasing and Completion Plan, which shall first be approved in writing by the Local Planning Authority. The Plan shall set out how the construction of the development will be phased and standards to which the estate roads on each phase will be completed during the construction period of the development.

Reason: To ensure that a safe and suitable standard of vehicular and pedestrian access is provided for residents throughout the construction period of the development.
This Condition is imposed in accordance with Policy 36 of the South East Lincolnshire Local Plan, 2019.

31 Before any dwelling is occupied, 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 to, and approved in writing by, the Local Planning Authority.

Reason: In the interests of safety, to avoid the creation of pedestrian trip hazards within the public highway from surfacing materials, manholes and gullies that may otherwise remain for an extended period at dissimilar, interim construction levels.
This Condition is imposed in accordance with Policy 36 of the South East Lincolnshire Local Plan, 2019.

36 Under the Wildlife and Countryside Act 1981 (as amended) all birds, their nests and eggs


DC_DRAFT_DECISION - ODB:951

are protected by law and it is an offence to damage or destroy the nest of any wild bird while it is in use or being built. In the event of query please contact Natural England on Tel: 03000 603900.

Notes:

Highway Informative 02

In accordance with Section 59 of the Highways Act 1980, please be considerate of causing damage to the existing highway during construction and implement mitigation measures as necessary. Should extraordinary expenses be incurred by the Highway Authority in maintaining the highway by reason of damage caused by construction traffic, the Highway Authority may seek to recover these expenses from the developer.

Highway Informative 05

All roads within the development hereby permitted must be constructed to an acceptable engineering standard. Those roads that are to be put forward for adoption as public highways must be constructed in accordance with the Lincolnshire County Council Development Road Specification that is current at the time of construction and the developer will be required to enter into a legal agreement with the Highway Authority under Section 38 of the Highways Act 1980. Those roads that are not to be voluntarily put forward for adoption as public highways, may be subject to action by the Highway Authority under Section 219 (the Advance Payments code) of the Highways Act 1980. For guidance, please refer to https://www.lincolnshire.gov.uk

Highway Informative 08

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 the Highway Authority's website via the following link: Traffic Management - https://www.lincolnshire.gov.uk/traffic-management

Comments from Anglian Water

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 185 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.

Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.

Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect



DC_DRAFT_DECISION - ODB:951

existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.

Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.

The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements

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

**Phil Norman**
**Assistant Director - Planning and Strategic Infrastructure**
**South Holland District Council**

11th September 2024

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



DC_DRAFT_DECISION - ODB:961

## SCHEDULE 3
## (THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

### 1. SPALDING WESTERN RELIEF ROAD CONTRIBUTION

1.1 To pay the whole of the Spalding Western Relief Contribution to the Council prior to the Occupation of the twenty-fifth (25th) Dwelling and not to Occupy or permit the Occupation of the twenty-fifth (25th) Dwelling unless and until the whole of the Spalding Western Relief Road Contribution has been paid to the Council

## SCHEDULE 4
## COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

**1. SPALDING WESTERN RELIEF ROAD CONTRIBUTION**

1.1 To notify the Highway Authority within 10 working days of receipt of the Spalding Western Relief Road Contribution that the Council is in receipt of the Spalding Western Relief Road Contribution.

1.2 To pay the appropriate amount of the Spalding Western Relief Road Contribution to the Highway Authority upon receipt of a document from the Highway Authority confirming that they will:

1.2.1 pay the appropriate amount of the Spalding Western Relief Road Contribution into an appropriate interest-bearing section of the Highway Authority's combined accounts ("Account") as soon as reasonably practicable and to credit all interest so earned on the appropriate amount of the Spalding Western Relief Road Contribution to that Account.

1.2.2 apply the appropriate amount of the Spalding Western Relief Road Contribution towards the cost of delivering Section 5 of the Spalding Western Relief Road, the need of which arises from the Development and for no other purposes whatsoever.

1.2.3 return any unspent part of the appropriate amount of the Spalding Western Relief Road Contribution to the Council after the expiry of 10 years from the date of receipt of the appropriate amount of the Spalding Western Relief Road Contribution.

1.3 to pay to the Owner any unspent monies together with all interest so earned received by them pursuant to paragraph 1.2.3 within 28 days of receipt from the Highway Authority or if such sum is not then paid to the Highway Authority then to repay to the Owner within 10 years of receipt by the Council of the appropriate amount of the Spalding Western Relief Road Contribution.

## 2. GENERAL

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

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