Dated 18th March **2025**

SOUTH HOLLAND DISTRICT COUNCIL (1)

and

BROADGATE HOMES LIMITED (2)

and

BROADGATE BUILDERS (SPALDING) LIMITED (3)

and

NATIONAL WESTMINSTER BANK PLC (4)

DEED OF VARIATION AND PLANNING AGREEMENT UNDER SECTION 106 AND OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to the development of land at Holland Park, Spalding

HOWES PERCIVAL

Flint Buildings
1 Bedding Lane
Norwich
Norfolk
NR3 1RG
Tel: 01603 762103
Fax: 01603 762104
Ref: JZM/231190.0028

THIS AGREEMENT is dated 18th March 2025

PARTIES:

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

(2) **BROADGATE HOMES LIMITED** (Company Number: 03005310) of Broadgate House, Broadgate, Weston Hills Spalding, Lincolnshire PE12 6DB ("**First Owner**");

(3) **BROADGATE BUILDERS (SPALDING) LIMITED** (Company Number: 1242542) of Broadgate House, Broadgate, Weston Hills, Spalding, Lincolnshire PE12 6DB ("**Second Owner**")

(4) **NATIONAL WESTMINSTER BANK PLC** (Company Number: 00929027) whose registered office is at 250 Bishopsgate, London EC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square, Manchester M3 3AP ("**Mortgagee**")

together referred to as "**the Parties**"

INTRODUCTION

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

(B) The Site forms part of Holland Park.

(C) The Outline Permission has been granted in respect of Holland Park.

(D) The Original Section 106 binds Holland Park.

(E) The Second Owner is the owner of the parts of Phase 1, Phase 2, and Phase 3 located within title number LL56017 and the part of Phase 3 located within title number LL325513.

(F) The First Owner is the owner of the part of Phase 3 contained within title number LL124355.

(G) The Mortgagee has a charge over parts of the Site.

(H) The Outline Permission has been implemented for Phase 1 and Phase 2 of the Site and various obligations under the Original Section 106 have been satisfied.

(I) As set out in clause 3 below, individual Dwelling owners and occupiers or mortgagees of individual Dwellings are not bound by the provisions of this Deed.

(J) This Deed of Variation and Planning Agreement relates to the Site only, so the Owner and the Mortgagee of the Site are the Parties to this Deed, together with the Council.

1. DEFINITIONS

1.1 In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with and defined in Annex 2 of the National Planning Policy Framework (December 2024) as updated or any successor document
"Affordable Housing Scheme"	means a scheme to be submitted and approved by the Council for the provision of the Affordable Housing in Phase 3 such Affordable Housing Scheme to provide for no less than 25% Affordable Housing for Phase 3 alone plus the shortfall in Affordable Housing for Phases 1 and 2 so that the overall quantum of Affordable Housing on the Development shall be no less than 25% and shall include details of: - location, size and design details of the Affordable Housing Units (to the extent these are not provided through any application for reserved matters); - the proposed Registered Provider (if known); - full details of the affordable housing mix; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme; unless agreed otherwise in writing with the Council pursuant to a future planning permission for Phase 3 taking into account the viability of delivering Affordable Housing within Phase 3 to secure at least 25% Affordable Housing provision across the Site with such viability to be agreed between the Owner and the Council based upon an Assessment of Viability across Phase 1 Phase 2 and Phase 3

"Affordable Housing Units"	means the Dwellings to be provided on the Site to be Occupied as Affordable Housing
"Assessment of Viability"	an objective and independent assessment and review of the financial viability of the Development to determine whether Phase 3 can viably support the Affordable Housing Scheme (and, if not, the level of Affordable Housing which can viably be delivered in Phase 3)
"Bus Contribution"	the maximum sum of £250,000 be used towards the provision of buses to serve the Site
"Commencement"	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 site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" shall be construed accordingly
"Development"	the development of the Site pursuant to the Outline Permission; any and all associated reserved matters applications; and/or any future planning permission; or as otherwise may be developed for residential or residential-led development
"Dwelling"	any dwelling to be constructed as part of the Development
"Expert"	a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Parties
"Highways Contribution"	a contribution of (£8,028 x the number of Dwellings on a relevant Phase) to be used towards the construction of the Western Relief

	Road between Broadway and the B1172 including the bridge over the Spalding – Peterborough railway and payable in accordance with clause 4 of this Deed
"Holland Park"	the area known as Holland Park, Spalding, Lincolnshire, which is outlined in blue on Plan 2
"Occupation" "Occupy" and "Occupied"	occupation for the purposes permitted by the Outline 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
"Original S106"	the Section 106 agreement dated 26 April 2012 between (1) the Council (2) the Second Owner (3) Charles Russell Trustees (UK) Limited and Ian John Canham and David Deas Bissett Clarke and G F Property Limited (4) Walter David Branton and Christine Elizabeth Branton (5) Namulas Pension Trustees Limited (6) the First Owner and (7) National Westminster Bank plc, relating to the development of Holland Park in accordance with the Original Permission, as is appended at Appendix 3 and which is varied in accordance with the terms of this Deed
"Outline Permission"	the outline planning permission granted on 18 May 2012 by the Council for Holland Park and allocated reference H16-0571-09 or any further permission granted pursuant to section 73 of the 1990 Act
"Owner"	the First Owner and the Second Owner collectively
"Phase"	either Phase 1 Phase 2 or Phase 3 (or as otherwise agreed)
"Phase 1"	the phase of the Development constructed on the land shaded yellow on Plan 1 in accordance with the reserved matters application allocated reference H16-0464-14 and granted on 21 October 2014 by the Council following the grant of the Outline Permission
"Phase 2"	the phase of the Development to be constructed on the land shaded blue on Plan 1 in accordance with the plans and documents submitted with the reserved matters application allocated reference H16-0116-22 and granted on 1 December 2022 by the Council following the grant of the Outline Permission

	or pursuant to any subsequent planning permission that may be granted for the same development and "**Phase 2 Development**" shall be construed accordingly
"Phase 2 Affordable Housing Units"	means those Dwellings to be provided as Affordable Housing in accordance with the plan appended at Appendix 2 of this Deed and given drawing reference 2101-RM-AH Rev A
"Phase 3"	the phase of the Development to be constructed in accordance with plans and documents yet to be submitted on the part of the Site shown shaded green on Plan 1
"Phase 1 Highways Contribution"	the Highways Contribution payable in respect of Phase 1 amounting to 312 x £8,028 = £2,504,736
"Phase 2 Highways Contribution"	the Highways Contribution payable in respect of Phase 2 amounting to 150 x £8,028 = £1,204,200
"Plan 1"	means the plan appended at Appendix **1**, with reference HP-S106-2025-01
Plan 2	the plan appended at Appendix 1 with reference HP-S106-2025-02
"Registered Provider" or "RP"	For the purposes of this deed means either: - a) a body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or; b) any person or body or entity which is registered as a provider of social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008 or; c) any body, organisation or company which is a registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord

"Site"	the part of the land containing Phase 1, Phase 2, and Phase 3 forming part of Holland Park, as is edged red on Plan 1 and owned by the Owner as set out in recitals (B) and (C) of this Deed

2. CONSTRUCTION OF THIS AGREEMENT

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or 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 all such words shall be construed interchangeably in that manner

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 severally 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 person deriving title through or under that party and in the case of the Council shall include any successors to its statutory functions (as appropriate)

2.7 The headings and contents list are for reference only and shall not affect construction and/or interpretation

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act to the extent it creates planning obligations and are enforceable by the Council over the Site and to the extent that this Deed does not create planning obligations those covenants and obligations are made pursuant to Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and are enforceable by the Council against the Owner of the Site and successors in title, except no individual Dwelling owner or occupier or any mortgagee of an individual Dwelling shall be bound.

3.2 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the parts of the Site over which it has a charge shall be bound by the obligations under this Deed and that the security of the charge over those parts of the Site shall take effect subject to this Deed, PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of those parts of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner (as appropriate).

4. OUTLINE PERMISSION AND ORIGINAL S106

4.1 The Parties acknowledge that the following obligations under the Original S106 have been satisfied by the Owner (and that the definitions for the below are found in the Original S106):

4.1.1 the Town Centre Contribution has been paid;

4.1.2 the Incidental Open Space (including the LAP, LEAP and NEAP) for Phase 1 has been provided and

4.1.3 some Affordable Housing has been provided in Phase 1.

4.2 The Parties further acknowledge that (besides those listed above and in clause 5.5 below) no additional obligations under the Original S106 are to be satisfied in relation to the Development, so the Council agrees that the Owner is released from the same and the additional obligations are no longer enforceable by the Council against the Owner. The Parties agree that the obligations set out under this Deed shall now replace those obligations which have not yet been satisfied under the Original S106 (which are not listed above or in clause 5.5 below).

5. OWNER'S COVENANTS

5.1 The Owner covenants to pay the Phase 1 Highways Contribution to the Council in the following instalments:

5.1.1 50% prior to or upon completion of this Deed;

5.1.2 30% prior to the Occupation of the 20th Dwelling in Phase 2

5.1.3 20% prior to the Occupation of 40th Dwelling in Phase 2

5.2 The Owner covenants to pay the Phase 2 Highways Contribution to the Council in the following instalments:

5.2.1 33.33% prior to the Occupation of the 75th Dwelling in Phase 2;

5.2.2 33.33% prior to the Occupation of the 110th Dwelling in Phase 2; and

5.2.3 The remainder prior to the Occupation of the 145th Dwelling in Phase 2.

5.3 The Owner covenants not to Commence Development on Phase 3 unless and until an Affordable

Housing Scheme for Phase 3 is submitted to and agreed by the Council in writing, which shall be subject to an Assessment of Viability, assessing the viability across the Site.

5.4 The Owner covenants not to Occupy more than 50% of the Dwellings in Phase 2 unless and until the Incidental Open Space in Phase 2 which is to be transferred to the Council has been provided.

6. BUS CONTRIBUTION

The Council acknowledges that prior to completion of this Deed it has received the Bus Contribution from the Owner (and, in accordance with clause 4.2) that the obligations of the Owner solely regarding the Bus Contribution and the Bus Revenue Support Payment in the Original S106 are hereby released and discharged).

7. UNDERTAKING THE PHASE 2 DEVELOPMENT

7.1 The Phase 2 Development shall be undertaken strictly in accordance with the Outline Permission and the plans, documents and details submitted to and/or approved under the same in addition to any condition of that Outline Permission or as part of the reserved matters approval under Council reference RM H16-0116-22 and in accordance with any details agreed pursuant to any discharge of conditions under the Outline Permission (unless otherwise agreed in writing with the Council) (collectively the "**Approved Details**").

7.2 The Phase 2 Development shall be in undertaken in accordance with the Approved Details as set out in paragraph 7.1 above to include (unless otherwise agreed in writing with the Council):

7.2.1 construction of the Phase 2 Affordable Housing Units with those Phase 2 Affordable Housing Units to be occupied only as Affordable Housing and constructed and transferred to the Council prior to 80% Dwelling Occupations within Phase 2 on terms to be reasonably agreed to secure the Affordable Housing Units as Affordable Housing in perpetuity.

7.2.2 delivery of the Incidental Open Space and any sustainable drainage features which are constructed in accordance with final details, specification and maintenance and management plan for the lifetime of the Development to be first agreed with the Council and to the Council's reasonable satisfaction prior to Occupation of 25% Dwelling Occupations within Phase 2 and to be transferred to the Council on terms to be agreed (including payment of any commuted sum) unless alternative maintenance arrangements have been first agreed between the Council and the Owner through the approved details.

7.3 No Commencement of Development in Phase 2 shall be undertaken unless and until:

7.3.1 a scheme containing full details of the proposed means of foul and surface water

disposal to separate systems for the Phase 2 Development has been submitted to and approved in writing by the Council. The approved details shall be implemented in full prior to any Dwelling Occupations in Phase 2 or before there are any flows into the receiving systems.

7.3.2 a scheme containing full details of the proposed soakaway systems for the disposal of surface water from the Phase 2 Development, including percolation test results, shall be submitted to and approved in writing by the Council who shall advise if alternative means of providing for surface water drainage should be submitted for consideration and approval. The approved details and scheme shall be implemented in full prior to Occupation of any Dwellings in Phase 2.

7.3.3 a scheme containing the detailed design of the arrangements for surface water drainage for each phase of the development has been submitted to and agreed in writing by Council and no Dwellings in Phase 2 shall be Occupied unless and until it is connected to the agreed drainage system in accordance with the approved details.

7.3.4 a scheme for the delivery of 5% of all parking spaces provided within Phase 2 to be suitable for, and reserved for, people with disabilities shall be submitted to and agreed in writing by the Council. The scheme shall be implemented in accordance with the approved details and retained for the lifetime of the Phase 2 Development.

7.4 Prior to the Commencement of Development in Phase 2 a construction and environmental management plan must be submitted to and agreed by the Council to include the following details and such management plan shall be implemented and complied with in full and in accordance with the approved details (unless otherwise agreed in writing with the Council):

7.4.1 details of proposals for parking all vehicles associated with the construction works, including employees' private cars, clear of the highway;

7.4.2 details of access points and routes for construction traffic;

7.4.3 details of the hours of working during the construction period; and

7.4.4 details of the precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from Phase 2 during construction of the Phase 2 Development. These facilities shall include the provision of wheel washing facilities where considered necessary by the Council.

7.5 Prior to Commencement of Development on Phase 2: a) a scheme specifying the methods of recording or preserving any archaeological deposits which may be affected by the Phase

2 Development and including a timetable for such recording; b) the implementation of a programme of archaeological work in accordance with a written scheme of investigation; and c) details of the arrangements made for an archaeologist recognised by the Council to monitor all stages of the Phase 2 Development shall be submitted to and approved in writing by the Local Planning Authority. All approved details and the written scheme of investigation shall be implemented in accordance with the approved details and a report of the findings of the archaeologist as per the arrangements agreed at (c) shall be submitted to the Council within one month of the completion of the Phase 2 Development and shall include arrangements for the conservation of artefacts removed from Phase 2 to be agreed and implemented to the reasonable satisfaction of the Council.

7.6 Prior to Commencement of the Development on Phase 2 an ecological conservation management plan shall be submitted to and approved by the Council. The plan shall accord with and give effect to the principles for such a plan proposed in the environmental statement submitted with the application for the Outline Permission and the plan shall set out an objective of enhancing the net biodiversity of the Phase 2 Development and shall include the following (unless otherwise agreed in writing with the Council):

7.6.1 Contractor responsibilities, procedures and requirements;

7.6.2 Full details of appropriate habitat and species surveys (pre and post construction) and reviews, where necessary, to identify areas of importance to biodiversity;

7.6.3 Full details of measures to ensure protection and suitable mitigation to all legally protected species and those habitats and species identified as being of importance to biodiversity both during construction and post-development, including consideration and avoidance of sensitive stages of species life cycles, such as the bird breeding season, protective fencing and phasing of works to ensure the provision of advanced habitat areas and minimise disturbance of existing features;

7.6.4 identification of habitats and species worthy of management and enhancement together with the setting of appropriate conservation objectives for the site. Prescriptions shall be provided to detail how habitat and species management and enhancement shall be provided alongside measures to provide habitat restoration and creation such as. the provision of bat and bird boxes on buildings and on trees around the site; the provision of other nesting features for bird species such as bird ledges; reptile hibernacula including small log and rubble piles: the creation of new aquatic habitats where possible within permanent areas of open water of minimum depth of 0.5m: the provision of wetland margins and habitat islands: the management of grassland; enhancements to improve the value to wildlife such as water voles;

7.7 The ecological conservation management plan approved pursuant to clause 7.8 shall be implemented in full including all species and habitat protection, enhancement, restoration and creation measures as approved under the plan.

7.8 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstanding in accordance with the Approved Details shall be passed through trapped gullies, an oil interceptor or otherwise disposed of in a manner and to a design and specification that shall first have been approved in writing by the Council and no Dwellings in Phase 2 may be occupied unless and until such design, specification and details have been agreed and implemented in accordance with the agreed details.

8. MISCELLANEOUS

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

8.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

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

8.4 No person shall subject as hereinafter provided be liable to observe or perform the obligations under this Deed or for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which the obligation or breach relates PROVIDED always that this shall be without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED FURTHER THAT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or part of the Site) shall constitute an interest for the purposes of this clause.

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

8.6 A party who is not a party to this Deed shall not have any rights under the Contracts (Third Party) Rights Act 1999 to enforce the terms of this Deed.

9. COUNCIL'S COVENANTS

9.1 The Council hereby covenants with the Owner as follows:

9.1.1 to place any monies received in an interest-bearing account and not to use any part of the monies paid to the Council under this Agreement other than for the purposes for which they were paid and to pass the Highways Contribution and Bus Contribution (or part thereof) to Lincolnshire County Council within 28 days of receipt plus any interest accrued;

9.1.2 the Council shall use reasonable endeavours to secure the following confirmations from Lincolnshire County Council for the benefit of the Owner prior to passing the Highways Contribution and the Bus Contribution (or any part thereof) to Lincolnshire County Council in accordance with paragraph 8.1.1 above:

9.1.2.1. that the Highways Contribution and the Bus Contribution will both be placed into an interest-bearing account and used only for the purposes for which they were paid (and for the avoidance of doubt if the Council cannot secure this confirmation from Lincolnshire County Council the Council will not pay the Highways Contribution and the Bus Contribution to Lincolnshire County Council);

9.1.2.2. if requested in writing by the Owner no sooner than the 15th anniversary of the date that the Highways Contribution and the Bus Contribution were received by Lincolnshire County Council for Lincolnshire County Council to repay to the person who paid the Highways Contribution and the Bus Contribution any part of the Highways Contribution and the Bus Contribution that remains unexpended and all accrued interest thereon when such notice is received (together with interest accrued that relates to that unexpended part) PROVIDED ALWAYS THAT if Lincolnshire County Council is legally obliged to make a payment from the Highways Contribution and the Bus Contribution at the said 15th anniversary then the unexpended part of the Highways Contribution and the Bus Contribution shall not be repaid until such payment is made and the unexpended part of the Highways Contribution and the Bus Contribution to be repaid shall not include such payment;

9.1.2.3. on receipt of a written request from the Owner for Lincolnshire County Council to provide the Owner with a statement confirming whether the Highways Contribution and the Bus Contribution have been spent and if the said Highways Contribution and the Bus Contribution have been spent in whole or in part outlining how the Highways Contribution and the Bus Contribution have in whole or in part been spent.

10. SETTLEMENT OF DISPUTES

10.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute PROVIDED THAT the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed by the courts and / or in accordance with Section 106(6) of the 1990 Act

10.2 The Expert shall be appointed jointly by the Parties who are in dispute

10.3 The decision of the Expert shall be final and binding upon the Parties and subject to the following provisions:-

(a) the charges and expenses of the Expert shall be borne equally between the Parties who are in dispute unless the Expert shall otherwise direct;

(b) the Expert shall give the Parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;

(c) the Expert shall make his decision within the range of any representations made by the Parties who are in dispute themselves;

(d) where there is a dispute as to the amount of any contribution the Owner shall pay its estimate of such contribution to the Council at the time specified in this Deed and shall pay any difference between that figure and the amount determined by the Expert within 28 days of the Expert's decision together with Interest thereon calculated (in accordance with this Deed) from the date the payment was required until the date it is made

11. JURISDICTION

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

12. DELIVERY

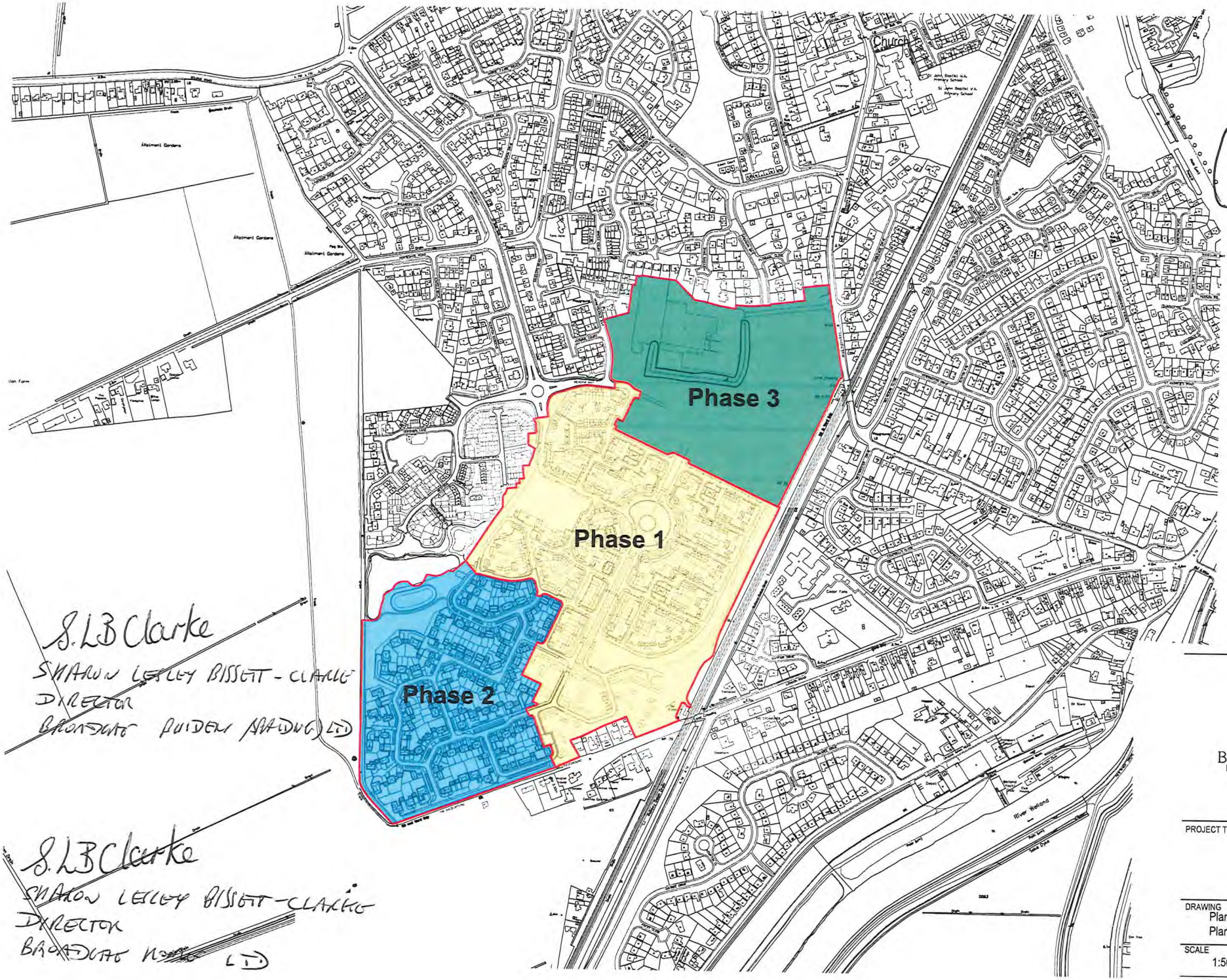
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

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

Appendix 1

Plan 1 showing the Site and

Plan 2 showing Holland Park



M. HOGAN

S.LB Clarke
SHARON LESLEY BISSETT-CLARKE
DIRECTOR
BROADGATE BUILDERS (SPALDING) LTD

S.LB Clarke
SHARON LESLEY BISSETT-CLARKE
DIRECTOR
BROADGATE HOMES LTD

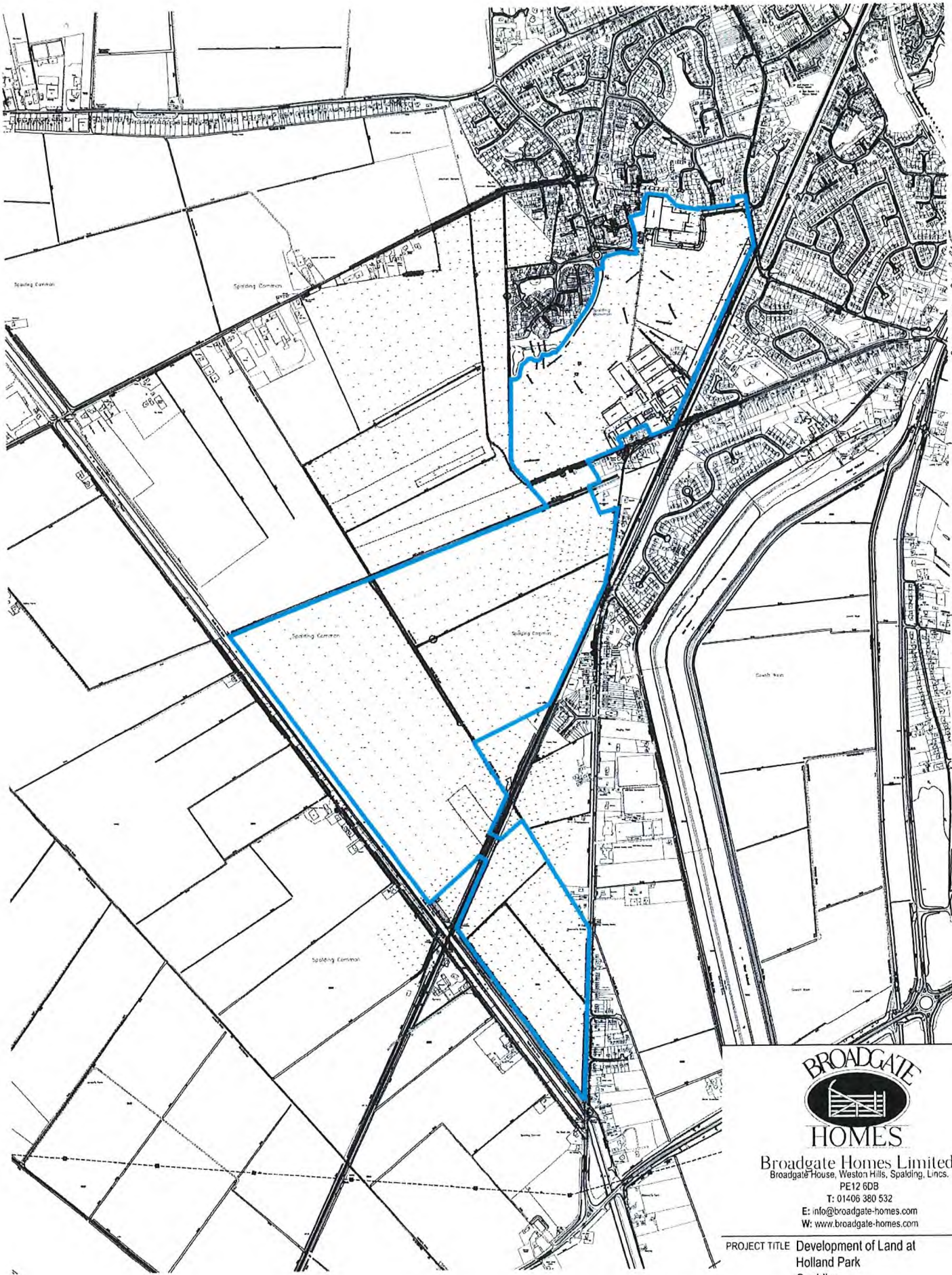
BROADGATE HOMES

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E: info@broadgate-homes.com
W: www.broadgate-homes.com

PROJECT TITLE Development of Land at Holland Park Spalding

DRAWING Plan to Accompany Deed of Variation & Planning Agreement under S106

SCALE	DRAWN
1:5000	PM



S. L B Clarke.
SIMON LESLEY BISCOTT-CLARKE
DIRECTOR
BROADGATE HOMES LTD

S. L B Clarke
SIMON LESLEY BISCOTT-CLARKE
DIRECTOR
BROADGATE HOMES LTD

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W: www.broadgate-homes.com

PROJECT TITLE Development of Land at
Holland Park
Spalding

M HOGAN

Kileen

DRAWING
Plan to Accompany Deed of Variation &
Planning Agreement under S106

SCALE	DRAWN
1:10000	PM
DATE	DRAWING No.
FEB 2025	HP-S106-2025-02

Appendix 2

Phase 2 Affordable Housing Units



Revision		
Rev	Description	Date
A	First Homes Scheme Plots added	27.11.24

PROJECT
Northern Neighbourhood-Phase 2
St Johns View & Church View,
Holland Park, Spalding

TITLE
Affordable Housing Plan

DRAWN BY: PM
DATE: 11/17/22
SCALE (@ A1): As indicated
PROJECT NUMBER: 2101
DRAWING NUMBER: 2101-RM-AH
REV: A

BROADGATE HOMES
BROADGATE HOMES LTD
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PE12 6DB
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E-mail info@broadgate-homes.com
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Appendix 3

Original S106

DATED 26 APRIL 2012

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990

relating to the development of Holland Park, Spalding, Lincolnshire

---

South Holland District Council (1)

Broadgate Builders (Spalding) Limited (2)

Charles Russell Trustees (UK) Limited and Ian John Canham and David Deas Bissett Clarke and G F Property Limited (3)

Walter David Branton and Christine Elizabeth Branton (4)

Namulas Pension Trustees Limited (5)

Broadgate Homes Limited (6)

National Westminster Bank plc (7)

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DATE 26 APRIL 2012

PARTIES

(1) SOUTH HOLLAND DISTRICT COUNCIL of Council Offices, Priory Road, Spalding, Lincs ("the **Council**")

(2) BROADGATE BUILDERS (SPALDING) LIMITED (registered at Companies House with number 1242542) of Broadgate House, Broadgate, Weston Hills, Spalding, Lincs, PE12 6DB (the "**First Owner**")

(3) CHARLES RUSSELL TRUSTEES (UK) LIMITED (registered at Companies House with number 3120664) of 5 Fleet Place, London EC4M 7RD and IAN JOHN CANHAM of Broadgate House, Broadgate, Weston Hills, Spalding, Lincs PE12 6DB and DAVID DEAS BISSETT CLARKE of Willesby Hall, Albion Street, Spalding, Lincs PE11 2AU and GF PROPERTY LIMITED (registered at Companies House with number 4316050) of Willow Tree Farm, Deeping St Nicholas, Spalding, Lincs, PE11 3BN (the "**Second Owner**")

(4) WALTER DAVID BRANTON and CHRISTINE ELIZABETH BRANTON of Willow Tree Farm, Deeping St Nicholas, Spalding, Lincs, PE11 3BN, trading as W D Branton (the "**Third Owner**")

(5) NAMULAS PENSION TRUSTEES LIMITED (registered at Companies House with number 980864) of The Priory, Hitchin, Hertfordshire, SG5 2DW (the "**Fourth Owner**")

(6) BROADGATE HOMES LIMITED (registered at Companies House with number 03005310) of Broadgate House, Broadgate, Weston Hills, Spalding, Lincs, PE12 6DB (the "**Developer**")

(7) NATIONAL WESTMINSTER BANK PLC (registered at Companies House with number 929027) of 135 Bishopsgate London EC2M 3UR ("the **Mortgagee**")

INTRODUCTION

1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

2 The First Owner is the freehold owner of the parts of the Site as shown edged in dark blue on Plan A and registered with title number LL56017.

3 The Second Owner is the freehold owner of the parts of the Site as shown edged in light blue on Plan A and registered at the Land Registry with title numbers LL208676 and LL208677. The Developer is the beneficiary of an option to purchase contained in an Agreement dated 19 December 2001 and exercisable within 21 years of 19 December 2001.

4 The Third Owner is the freehold owner of the parts of the Site as shown edged in purple on Plan A and registered at the Land Registry with title numbers LL137577 and LL137578. The Third Owner is also the freehold owner of the parts of the Site edged in brown on Plan A which land is not registered. The Developer is the beneficiary of an option to purchase contained in an Agreement dated 19 December 2001 and exercisable within 21 years of 19 December 2001.

5 The Fourth Owner is the freehold owner of the part of the Site as shown edged in yellow on Plan A and registered at the Land Registry with title number LL163118. The Developer is the beneficiary of an option to purchase contained in an Agreement dated 13 January 2003 and exercisable within 21 years of 13 January 2003.

6 The Developer is the freehold owner of the part of the Site as shown edged in orange on Plan A and registered at the Land Registry with title number LL124355 and will also be the Developer of this Site. The Developer has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

7 The Mortgagee has a registered charge over the part of the Site as shown edged in pink on Plan A, but excepting that area marked "B" on Plan A.

8 The First Owner, the Second Owner, the Third Owner, the Fourth Owner and the Developer together comprise the "Owner".

9 The Council resolved on 1 December 2010 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 **DEFINITIONS**

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

"1980 Act"	the Highways Act 1980 as amended
"Act"	the Town and Country Planning Act 1990 as amended
"Application"	the application for outline planning permission dated 1 August 2009 submitted to the Council for the Development and allocated reference number H16-0571-09.
"Buildings Index"	All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or in the event that the BCIS Index shall be no longer published or the basis thereof be materially altered then the Buildings Index shall be such replacement index as the Council shall specify
"Bus Contribution"	a contribution representing the cost at the date that a Bus Contribution becomes payable of purchasing a low-floor, easy access and Disability Discrimination Act 1995 (or successor legislation) compliant bus to a specification to be agreed in writing between the Owner and the Council (in consultation with the County Council), and which shall in the future serve the Site

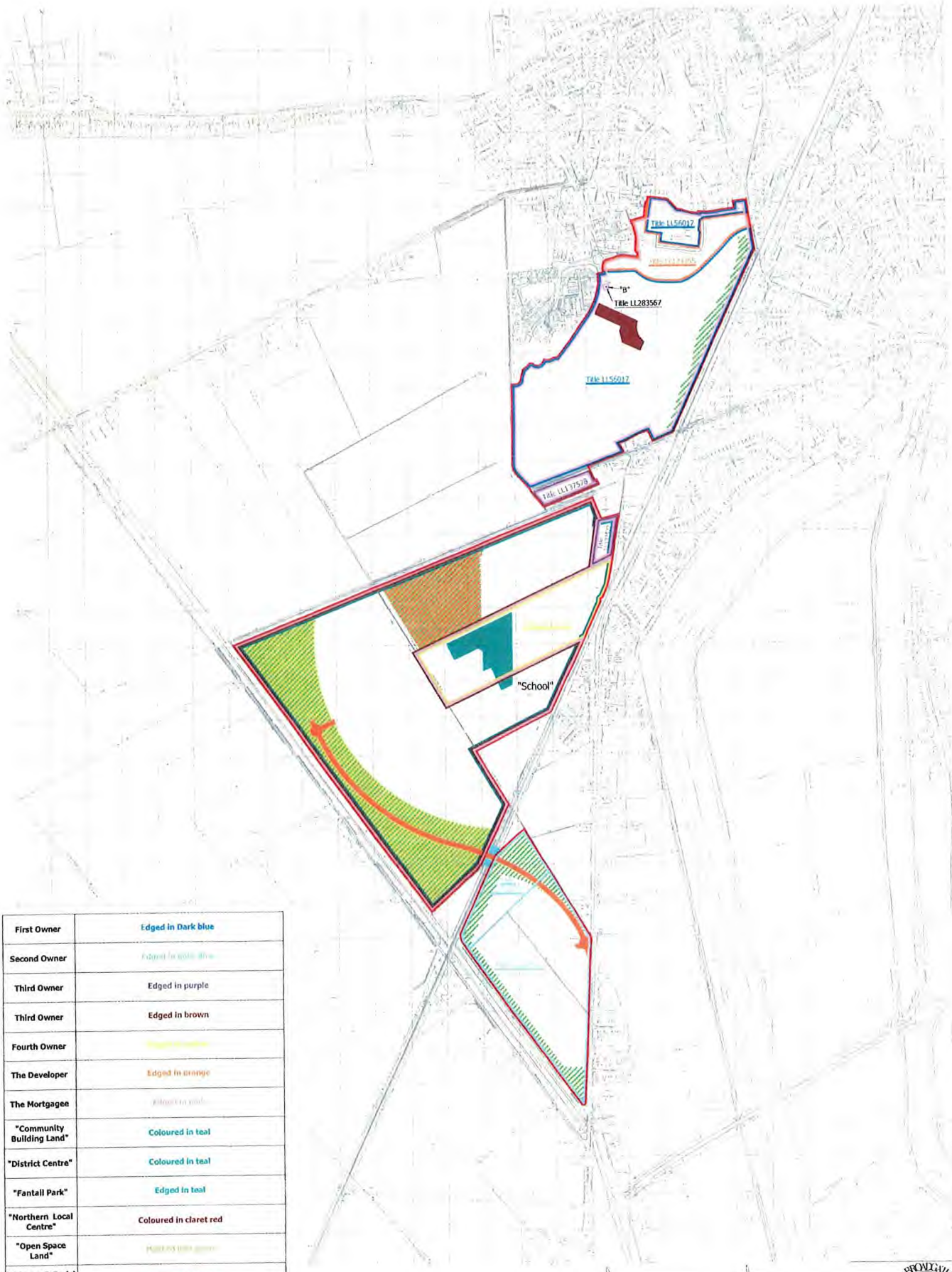
"Bus Revenue Support Payment"	a payment representing the anticipated cost at the date that a Bus Revenue Support Payment becomes payable of running a single Disability Discrimination Act 1995 (or successor legislation) compliant bus to serve the Site for 3 years which payment shall be calculated (on each occasion) by the Council (in consultation with the County Council) on the basis of the previous year's costs of providing bus services in Spalding and taking into account such details, including but not limited to frequency and routes of the proposed bus service, as may be included within the framework travel plan to be submitted to and approved by the Council in accordance with condition 45 of the Planning Permission.
"Commenced" or "Commencement" (in relation to a Dwelling or a Phase or the Community Building or the School)	means the date on which any material operation (as defined in section 56(4) of the Act) forming part of the development of a Dwelling or a Phase or the Community Building or the School (as appropriate) begins to be carried out other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, any operations relating to the construction of foundations of any property (but not for the avoidance of doubt any works above foundation level) erection of any temporary means of enclosure, the temporary display of site notices or advertisements commences
"Commencement of Development"	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 site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Community Building Land"	means the land on which the Community Building will be provided being the land shown for identification purposes only coloured teal on Plan A (which land is also referred to herein as the District Centre), being referred to in paragraph 3 of the Third Schedule
"Community Building"	means a community building sufficient in the reasonable opinion of the Council to serve the community needs of the Development including a car

	park to serve such building as provided in paragraph 3 of the Third Schedule, which building may form part of the same building as the Primary and Social Care Facilities
"County Council"	Lincolnshire County Council of County Offices Newland Lincoln which expression shall include (as appropriate) its successors as local highways authority for the area within which the Site is situated and its successor as local education authority for the area within which the Site is situated
"Development"	the Development of the Site with the erection of 2,250 dwellings, a district centre (in the area known as "Fantail Park"), 2 local centres, a school, public open spaces, access and estate roads, as set out in the Application.
"Disposal" and "Dispose"	the conveyance, transfer, lease or other disposal of land
"District Centre"	that part of the Site comprising 2.19 hectares or thereabouts and shown for identification purposes only coloured teal on Plan A
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed on the Site as part of the Development pursuant to the Planning Permission.
"Extra Care Facilities"	facilities in addition to Primary and Social Care Facilities, which shall be provided in accordance with paragraph 8.2 of the Third Schedule such facilities to be agreed in writing by the Council and the Owner
"Fantail Park"	that part of the Site, known as Fantail Park, which is edged in teal on Plan A.
"Free School"	a non-selective school, funded by the taxpayer, which is free to attend (whether established under the Academies Act 2010 or otherwise), but which is not controlled by the Council or the County Council.
"Incidental Open Space"	the open spaces comprising all LEAPs NEAPs and LAPs within the Site to be provided as part of the Development in accordance with the Planning Permission as shown on the illustrative plans submitted as part of the Application, such areas to be precisely identified in the determination of each application for the reserved matters under the Planning Permission.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics or its successor body or in the event that such index shall be no longer published or the basis thereof be materially altered then the Index shall be such replacement index as the Council shall specify

"Interest"	interest at 3% above the base lending rate of Lloyds TSB Bank Plc from time to time.
LAP	local areas for play as described in the Council's approved supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted by the Council as at the date of approval of a LAP
LEAP	local equipped areas for play as described in the Council's approved supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted by the Council as at the date of approval of a LEAP
NEAP	neighbourhood equipped areas for play as described in the Council's approved supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted by the Council as at the date of approval of a NEAP
"Northern Local Centre"	that part of the Site comprising 2.19 hectares or thereabouts and shown for identification purposes only coloured claret red on Plan A
"Occupation" and "Occupied" and "Occupy"	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.
"Open Space Land"	the land shown for identification purposes hatched light green on Plan A and comprising an area of at least 14.42 hectares
"Phase"	a phase of the Development as approved by the Council under condition 11 of the Planning Permission and as represented by a reserved matters planning application subsequent to the Planning Permission
"Phase 1 of the School"	the first phase of the School which is to be provided under paragraph 7 of the Third Schedule and which will provide one form entry for primary aged children.
"Phase 2 of the School"	the second phase of the School which is to be provided under paragraph 7 of the Third Schedule and which will provide one form entry for primary aged children.

"Plan A"	the plan marked "A" and entitled "S106-HP-01", attached to this Deed.
"Plan B"	the plan marked "B" and entitled "Restriction Plan" attached to this Deed
"Planning Permission"	the outline planning permission for the Development subject to conditions to be granted by the Council pursuant to the Application substantially as set out in draft form in the Second Schedule.
"Primary School"	a non-selective school funded by the taxpayer which is free to attend and which is controlled by the Council or the County Council
"Primary and Social Care Facilities"	facilities for a health centre
"Recreational Facilities"	sports pitches and other sports facilities to be provided by the Owner on the Recreational Facilities Land as shown on the illustrative plans submitted as part of the Application
"Recreational Facilities Land"	that area forming part of the Site (being part of the Open Space Land) and shown hatched in orange on Plan A or such alternative area as may be agreed in writing by the Council and the Owner
"School"	a two form entry school sufficient in size and design to accommodate in the reasonable opinion of the Council (in consultation with the County Council) the primary school needs of the Site to be provided on the School Site in accordance with the requirements of paragraph 7 of the Third Schedule (School Provision) below for use as a Primary School or Free School only
"School Site"	subject to paragraph 7.14 of the Third Schedule, the area within the Site in the location as shown marked "School" on Plan A and as shown edged red on Plan B.
"Site"	the land against which this Deed may be enforced as shown edged red on Plan A.
"South Drove Park"	the land forming part of the Site and comprising an area of at least 13.13 hectares, which lies next to the South Drove Drain and which is shown for identification purposes hatched yellow on Plan A.
"SUDS"	the sustainable urban drainage system which is to serve the Development

PLAN A



First Owner	Edged in Dark blue
Second Owner	Edged in light blue
Third Owner	Edged in purple
Third Owner	Edged in brown
Fourth Owner	Edged in yellow
The Developer	Edged in orange
The Mortgagee	Edged in pink
"Community Building Land"	Coloured in teal
"District Centre"	Coloured in teal
"Fantail Park"	Edged in teal
"Northern Local Centre"	Coloured in claret red
"Open Space Land"	Hatched in green
"Primary & Social Care Facilities"	Coloured in teal
"Recreational Facilities Land"	Hatched in grey
"School Site"	"School"
"Site"	Edged red
"South Drove Park"	Hatched in yellow
Relief Road	Coloured Orange
Bridge over Railway	Coloured Turquoise

THE COMMON SEAL of SOUTH HOLLAND DISTRICT COUNCIL was hereunto affixed in the presence of

Vicky Thomson
Assistant Director Democratic Services

9351

Director.
C.W. Brandon.
Secretary.

BROADGATE HOMES
Broadgate Homes Limited

PROJECT TITLE:
HOLLAND PARK MASTER PLAN

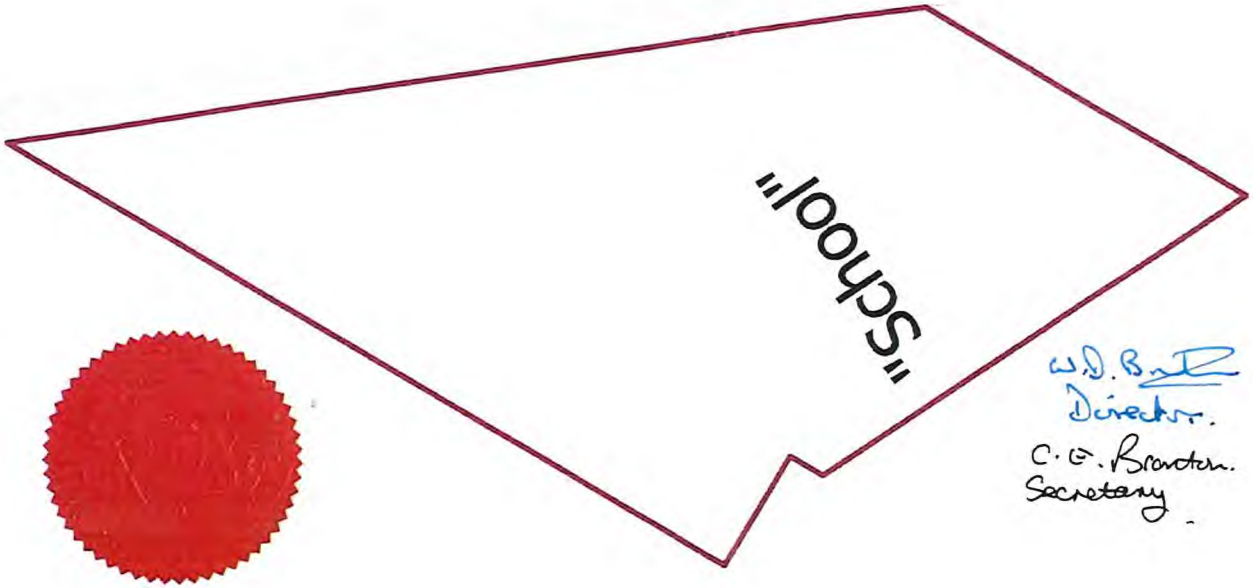
DRAWING:
SECTION 106 PLAN
HOLLAND PARK

REV	DESCRIPTION	DATE	BY
F	Plan updated	15.03.12	PM

SCALE: 1:5,000 @A1
DRAWN:
DATE: FEB 2011
DRAWING No: S106-HP-01

PLAN B

Scale 1:1250 (A3)



THE COMMON SEAL of SOUTH HOLLAND DISTRICT COUNCIL was hereunto affixed in the presence of:

Vicky Thomson
Assistant Director Democratic Services

9752

W.D. Bowker
Director.
C.E. Braxton.
Secretary.

W.D. Bowker
C.E. Braxton.

"Town Centre Contribution"	the payment, on the phased basis as set out in paragraph 2 of the Third Schedule, of £100,000 (index linked in accordance with paragraph 2 of the Third Schedule) to the Council for external improvements to the fabric to Spalding's town centre and which improvements are to accommodate the influx of people visiting the town centre due to the Development.
"Working Day"	any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday

2 CONSTRUCTION OF THIS DEED

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

2.2 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of the schedule or (if relevant) part of a schedule

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

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.5 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 severally unless there is an express provision otherwise.

2.6 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.

2.7 References to any party to this Deed shall include the successors in title to that party and assigns and to any person deriving title through or under that party and in the case of the Council the successors as local planning authority for the area within which the Site is situated.

2.8 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and section 1 of the Localism Act 2011 and all other powers enabling and enactments which may be relevant for the purpose of giving validity to this Deed

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority.

4 **CONDITIONALITY**

This Deed is conditional upon:

4.1 the grant of the Planning Permission; and

4.2 the Commencement of Development

save for the provisions of Clauses 7.1, 10, 13, 14 and 15 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 in the Third Schedule.

5.2 **THE DEVELOPER'S COVENANTS**

The Developer covenants with the Council as set out in the Fifth Schedule

6 **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner and the Developer as set out in the Fourth Schedule.

7 **MISCELLANEOUS**

7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to a maximum sum of £12,500

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 except by successors (if any) to the parties executing this Deed

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 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 or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Planning Manager or such other officer as the Council shall at any time notify the Owner in writing

7.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.6 Insofar as any clause or clauses or paragraph or paragraphs 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.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with and subject always to clause 7.1 having been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is substantially modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in respect of which such breach occurs (or whilst it shall have no interest in the part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Deed shall not be enforceable against owner-occupiers or tenants of individual Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

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

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

7.12 It is hereby agreed that notwithstanding any provision to the contrary in this Deed the liability of Namulas Pension Trustees Limited shall not be personal and shall be limited to the extent of the assets for the time being of the trust (being arrangement numbers 3623ABRA and 3624ABRA within the National Mutual Personal Pension Scheme which was established by Trust Deed dated 4th June 1992).

7.13 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

8 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner, the Third Owner and the Developer with its consent and that the part of the Site as described in recital 7 above shall be bound by the obligations contained in this Deed and that the security of the mortgage over that part of the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of that part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner, the Third Owner or the Developer (as appropriate).

9 WAIVER

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.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice (in accordance with clause 7.5) of any change in the freehold ownership of any part of the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan except that this clause shall not require the Owner to notify the Council of any transfers of individual Dwellings.

11 INTEREST

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

12 VAT

Unless otherwise stated, all consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 DISPUTE PROVISIONS

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 (in the absence of an agreement) 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 and such person shall act as an expert ("Expert") whose decision shall be final and binding on the parties in the absence of manifest error and any costs of the parties to this Deed only 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 to the dispute in equal shares. For the avoidance of doubt the parties to this Deed shall not be responsible for the costs of the County Council in any dispute relating to the matters in this Deed.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an Expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

13.3 Any Expert howsoever appointed shall be 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 twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file which the Expert may request or the final written representation (whichever is the later).

13.4 The Expert shall be required to give notice (to be served in accordance with the provisions of clause 7.5) to each of the said parties requiring them to submit to him and to the other party or parties involved in the dispute within ten Working Days of notification of his appointment written submissions and supporting material and the other party or parties will be entitled to make a counter written submission within a further ten Working Days from the end of the first ten Working Day period.

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The Freehold land at Holland Park, Spalding, Lincolnshire, which is owned by the Owner, in accordance with the ownership details set out in the recital above and as shown on Plan A.

SECOND SCHEDULE

Form of Planning Permission

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

contacts:
admin: 01775 764723
dc officers: 01775 764703
s/board: 01775 761161
facsimile: 01775 762937
planningadvice@sholland.gov
www.sholland.gov.uk

Town and Country Planning Act 1990

DRAFT PERMISSION

Reference: H16-0571-09 **Received:** 1st August 2009 **Type:** OUTLINE

Name: Broadgate Homes Ltd
Broadgate House
Weston Hills
Spalding
Lincs
PE12 6DB

Agent: Graham Warren Ltd
The Barn House
Manor Farm
Collingbourne
Kingston, Wilts
SN8 3SD

Description: Erection of 2,250 dwellings, district centre, 2 local centres, primary school, public open space, access and estate roads

Location: Site South West Of Spalding With Access From The Broadway Spalding Lincs

South Holland District Council hereby give notice that permission has been granted (or equivalent) on 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:
(a) Site Plan 01 Revision C
(b) Application Master Plan 40 Revision C
(c) Design and Access Statement
(d) Environmental Statement, in three volumes, together with Technical Appendices, including Transport Assessment, Travel Plan, Noise Report, Ecology Report, Risk Assessment, Open Space Strategy, Archaeological Report, Non-Technical Summery and Green Infrastructure Statement all received 31 July 2009.

unless otherwise agreed in writing by the Local Planning Authority.

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

3 The following matters are reserved for subsequent written approval by the Local Planning

Authority and shall be submitted for such approval simultaneously and no development to which they relate shall be carried out until these matters have been approved viz:
1) Detailed drawings to a scale of not less than 1/500 including road and plot layouts.
2) Detailed drawings to a scale of not less than 1/100 showing the siting, design, and external appearance of the buildings, including particulars of the materials to be used for external walls and roofs.
3) Details of the siting and design of any vehicular access to a highway or estate road.
4) Details of the means of foul and surface water disposal;
5) Detailed drawings to a scale of not less than 1/500 of a landscaping scheme showing the following details:
a. the positions, heights and species of existing trees;
b. proposals for felling or retention of existing trees;
c. proposals for tree planting, including the number, species, heights on planting and positions of all trees, shrubs and hedgerows;
d. proposals for the provision of incidental grass areas or other open spaces, including particulars of the treatment of hard surfaces, and any other features intended to enhance the attractiveness of the environment;
e. proposals for the provision of screen walls or fences, including details of heights, positions, designs and types of construction.

Such a landscaping scheme as may be approved by the Local Planning Authority shall be carried out in its entirety within a period of two years beginning with the date on which development of the land is commenced. Screen walls and fences included in the approved scheme, together with trees, shrubs and hedgerows which it is proposed to plant within the curtilages of individual dwellings, shall be provided before occupation of the respective dwellings. Trees, shrubs, bushes and hedgerows shall be adequately maintained by the owner(s) of the land on which they are situated for a period of five years beginning with the date of completion of the scheme, and all losses shall be made good during that period. All walls and fences shall be retained in their approved position. Details of the position and design of any walls or fences to be erected nearer to any highway, public footway or amenity area than the nearest part of each building, other than those shown as part of the approved scheme, shall be submitted to and approved in writing by the Local Planning Authority, and no such walls or fences shall be erected until such details have been approved.

Reason: The application was submitted in outline only and the above details are required to enable the District Council as local planning authority to assess the detailed design, scale, appearance and layout of the development as well as to ensure that appropriate access and services are provided to serve the development. This condition is imposed in accordance with Policies 1, 2, 26, 28, 29, 31, 32, 35, 39, 43, 44, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG16, SG17, SG18, SG19, HS3, HS4, HS11, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

4 In anticipation that the outline scheme hereby permitted will be subsequently planned, detailed and thereafter completed in a series of phased developments, each individual application for Reserved Matters approval shall be accompanied by all of those details required above in connection with Condition 3, together with all of those details additionally required in connection with Conditions 5/6 and, where appropriate, 7, 9,12, 13, 14, 16/7, 18/19, 22, 25, 28, 37, 49, 50, 54, 70 and 72.

Reason: To accord with the terms of the application, in the interests of clarity and certainty, and in order to bring forward a phased development which will not only meet with the overall strategic aims of the Holland Park SPD 2007 and the submitted Design and Access Statement but will also be delivered to a high standard of design and durability in the interests of promoting a coherent and sustainable form of development. This condition is imposed in accordance with Policies 2, 35, 39, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG17, SG18, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

5 Prior to or concurrent with the submission of the first of the Reserved Matters applications for the built-up area of the site, a Design Code shall be submitted to the District Council as local planning authority for approval. The Design Code shall be prepared in accordance with the principles and parameters established in the outline application and shall include both strategic and more detailed elements. The Design Code shall include:
a. The character, mix of uses and density established through the parameter plans at the outline stage to include the layout of blocks and the structure of public spaces;
b. The street hierarchy, including the extent of the adoptable highway, typical street cross-sections, street trees and detailed design elements and how these translate into a legible movement strategy across the site;
c. Block principles to establish use, density and building typologies. In addition, design principles including primary frontages, access, fronts and backs and perimeter of building definition;
d. Key groupings and other buildings including information about height, scale, form, level of enclosure, building materials and design features;
e. Comprehensive designs including detailed plans, sections and materials relating to the treatment of the public realm at all crossing points over the Primary Street or any other highway, at the District Centre, the Local Centres and local squares; and the proposed primary access points into the Primary School, the Community Building/Changing Rooms, the Health Centre and the Extra-Care Facility;
f. The approach to the incorporation of ancillary infrastructure such as pipes, flues, vents, meter boxes, fibres, wires and cables required by statutory undertakers as part of building design;
g. Details of the approach to vehicular parking across the entire site and for each development block, including the District and Local Centres
h. Details of the approach to cycle parking for all uses and for each development block, including the distribution (resident/visitor parking and location in the development), type of rack, spacing and any secure or non-secure structures associated with the storage of cycles.

i. The character and treatment of the structural planting to the development areas;
j. The treatment of footpaths and cycleways and the treatment of all play areas;
k. Details of how the sustainable drainage management regime is being applied to the built-up area to control both water volume and water quality including specification of a palette of sustainable drainage features to be used, including planting strategies to enhance biodiversity and improve water quality as much as possible before discharge into the ponds and basins located within the informal open space.
l. Details of the public realm to include public art, materials, signage, utilities and any other street furniture.
m. Details of the lighting strategy and how this will be applied to different areas of the development with different lighting needs, so as to maximize energy efficiency, minimize light pollution and avoid street clutter;
n. Details of waste and recycling provision for all building types and their location within the development block;
o. Measures to demonstrate how opportunities to maximize resource efficiency and climate change adaptation in the design of the development will be achieved through external, passive means, such as landscaping, orientation, massing, and external building features;

No development shall commence until such time as the Design Code for the entire site, excluding the areas of informal open space, has been approved in writing by the District Council as local planning authority.

Reason: The application was submitted in outline only and the above details are required to enable the District Council as local planning authority to assess the detailed design, scale, appearance and layout of the development in order to deliver a comprehensive scheme which demonstrates quality and distinctiveness in terms of its architecture and sustainability principles in its built form whilst at the same time facilitating appropriate access and services. This condition is imposed in accordance with Policies 1, 2, 26, 28, 29, 31, 32, 35, 39, 43, 44, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG16, SG17, SG18, SG19, HS3, HS4, HS11, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

6 Prior to or concurrent with the first of the Reserved Matters applications for each of the following four neighbourhood character areas:
a) The Northern neighbourhood - St. John's View
b) The Northern neighbourhood - Church View
c) The Central neighbourhood - Fantail Park
d) The Southern neighbourhood - South Drove Village

a separate and neighbourhood-specific Design Code shall be submitted to and approved in writing by the District Council as local planning authority. The Design Code submitted in accordance with the discharge of this particular condition shall be accompanied by a statement

which encompasses all those matters set out in Condition 5 above. It shall additionally be accompanied by a statement which demonstrates that the application proposals comply with the principles and parameters set out in the Site-Wide Design Code, the Design and Access Statement submitted with the outline application hereby approved and the Holland Park Development Brief 2007, or (where relevant) explaining why they do not. Failure to comply with the terms of this condition in each of the subsequent reserved matters applications for any neighbourhood will result in the application being invalidated at the point of entry and the whole returned to the applicant in order to redress this omission.

The development shall thereafter only be carried out in strict compliance with the principles and code of practice outlined in the approved Design Code unless otherwise first agreed in writing by the District Council as Local Planning Authority.

Reason: The application was submitted in outline only and the above details are required to enable the District Council as local planning authority to assess the detailed design, scale, appearance and layout of each neighbourhood in order to facilitate the delivery of a comprehensive scheme which demonstrates quality and distinctiveness in terms of its architecture and sustainability principles in its built form whilst at the same time facilitating appropriate access and services. This condition is imposed in accordance with Policies 1, 2, 26, 28, 29, 31, 32, 35, 39, 43, 44, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG16, SG17, SG18, SG19, HS3, HS4, HS11, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

7 Prior to or concurrent with the first of the Reserved Matters applications for each of the following four neighbourhood character areas:
a) The Northern neighbourhood - St. John's View
b) The Northern neighbourhood - Church View
c) The Central neighbourhood - Fantail Park
d) The Southern neighbourhood - South Drove Village

a separate and neighbourhood-specific Development Brief specifically prepared to guide development on specific sites and to guide the development of all buildings shall be submitted to and approved in writing by the District Council as local planning authority. The Development Brief shall additionally be accompanied by a statement which demonstrates that the application proposals comply with the principles and parameters set out in the Site-Wide Design Code, the Design and Access Statement submitted with the outline application hereby approved and the Holland Park Development Brief 2007, or (where relevant) explaining why they do not. The development Brief shall additionally give consideration to the incorporation of strategic and localised measures to minimise the risk of crime and to meet the specific security needs of the individual buildings, including community buildings, and the development as a whole. The security measures proposed must incorporate the principles and objectives of secured by design

to improve community safety and crime prevention. The Central Neighbourhood - Fantail Park - Development Brief shall allow for the possible future extension of the Western Relief Road from a spur off the round-a-bout to the north of the town.

The development shall thereafter only be carried out in strict compliance with the principles and code of practice outlined in the approved Development Brief unless otherwise first agreed in writing by the District Council as Local Planning Authority.

Reason: The application was submitted in outline only and the above details are required to enable the District Council as local planning authority to assess the detailed design, scale, appearance and layout of each neighbourhood in order to facilitate the delivery of a comprehensive scheme which demonstrates quality and distinctiveness in terms of its architecture and security and sustainability principles in its built form whilst at the same time facilitating appropriate access and services. This condition is imposed in accordance with Policies 1, 2, 26, 28, 29, 31, 32, 35, 39, 43, 44, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG16, SG17, SG18, SG19, HS3, HS4, HS11, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

8 Notwithstanding the submitted information, and prior to or concurrent to the submission of the first of the phased Reserved Matters applications within the built-up area of the application site, a Site Wide Energy Strategy shall be submitted to the Local Planning Authority for approval. The Strategy shall relate to Policy SG7 of the South Holland Local Plan 2006 (or any subsequently approved plan which supersedes this document) and shall demonstrate maximum energy efficiency and that at least 10% of energy used on site will be generated by renewable sources on site. The Strategy shall outline the number and type of renewable energy technologies most appropriate to meet the 10% requirement for the Holland Park development hereby approved. No development shall commence within the built-up area of the site until such time as the Site Wide Energy Strategy has been approved in writing by the District Council as local planning authority

Reason: In order to promote a sustainable form of development in the interests of carbon reduction, climate change and the protection of the environment. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

9 No development shall commence within a phase or within any part of the site for which Reserved Matters approval is being sought until such time as a renewable energy statement for that phase or site, which demonstrates that at least 10% of the development's total predicted carbon emissions will be reduced through the implementation of on-site sources of renewable energy production, has been submitted to and approved in writing by the Local Planning Authority. The

Statement shall include the total predicted carbon emissions in the form of an Energy Statement of the development and shall set out a schedule of proposed on-site renewable technologies, their respective carbon reduction contributions, size specification, location, design and a maintenance and management regime.

The approved renewable energy technologies shall be fully installed and operational prior to the occupation of any approved buildings and shall thereafter be maintained and remain fully operational in accordance with the approved maintenance and management regime, unless otherwise agreed in writing by the District Council as local planning authority

Reason: In order to promote a sustainable form of development in the interests of carbon reduction, climate change and the protection of the environment. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

10 If any reserved matters application is submitted after five years from the date of outline planning permission, and if a specific policy regarding renewable energy that stipulates a higher on-site renewable energy percentage requirement that 10% is formally adopted a part of the Local Development Framework or as part of the national planning sustainability agenda prior to making any such reserved matters application and it is not demonstrated that to require full compliance would not be economically or technically viable, the specified higher on-site renewable energy percentage requirement specified in the new policy shall apply pursuant to the previous condition. The Energy Statement, installation, operation and maintenance of the renewable energy technologies shall continue to apply pursuant to the requirements of Condition 9 set out above.

Reason: This development is likely to be built out over a sustained period of time and there is a high likelihood that over this period policies relating to sustainable development and renewable energy targets may change. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

11 Prior to or concurrent with the submission of the first of the Reserved Matters applications for residential development on the site, a site wide phasing plan shall be submitted to the District Council as local planning authority for approval. The phasing plan shall include details of the proposed sequence of development across the entire site, the extent of the development phases/plots, and shall include reference to the type and extent of development envisaged and include timing information, by reference to any date, the commencement or completion of development of any phase or the provision of any other element or to any other applicable trigger point, and access arrangements for the provision of the following features within the built-up area:
a) Major infrastructure including all accesses, roads, footpaths and cycleways
b) Equipped children's play areas

c) Informal open space
d) Any areas including community gardens
e) Allotments
f) The Primary School and associated sports facilities
g) Community meeting room facilities
h) Health care facilities
i) Commercial units within the District and Local Centres
j) Permanent and temporary recycling facilities
k) Strategic foul water drainage and pollution control measures
l) Strategic surface Water drainage features, including canals, ponds, pipework, controls and outfalls
m) Strategic potable water main provisions
n) Structural landscape and planting provisions
o) Electricity and telecommunications networks; and
p) Environmental mitigation measures specified in the Environmental Statement

The phasing plan shall also include timing information, by reference to any date, the commencement or completion of development of any phase or the provision of any other element or to any other applicable trigger point, for the provision of the following features within all areas of both formal and informal open space:
q) Access points, maintenance tracks, footpaths and cycleways
r) Formal outdoor sports facilities
s) Equipped children's play areas
t) Informal open space
u) Any areas including community gardens
v) Allotments
w) Strategic SUDS and surface water features, such as canals and balancing ponds
x) Strategic mounding, grading and embankment areas
y) Strategic planting, as part of a standalone or combined planting scheme
z) Environmental mitigation measures specified in the Environmental Statement

No development shall commence until such time as the phasing plan has been submitted to and approved in writing by the District Council as local planning authority.

Reason: To accord with the terms of the application, in the interests of clarity and certainty, and in order to bring forward a phased development which will not only meet with the overall strategic aims of the Holland Park SPD 2007 and the submitted Design and Access Statement but will also be delivered to a high standard of design and durability in the interests of promoting a coherent and sustainable form of development. This condition is imposed in accordance with Policies 2, 35, 39, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG17, SG18, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

12 Before the development or any phase of the development is commenced there shall be submitted to and approved in writing by the Local Planning Authority a scheme for the provision and phasing of a minimum of one third of the total residential units as affordable housing on the site to meet local housing needs. The scheme shall identify how the affordable housing is to be provided in each phase, whether by means of a registered social landlord or otherwise, and the timing of delivery. In the submission of the details of the design and layout of each phase, the location of each affordable housing unit shall be indicated, along with the size and tenure, the type of affordable housing, and arrangements for ensuring that the affordable housing to be provided meets identified local housing need. Not more than 50% of the total number of the approved dwellings within each phase, excluding the affordable element, shall be occupied until there has been a material commencement on the affordable housing units in that phase and not more than 90% of the approved dwellings, excluding the affordable element, shall be occupied until all the affordable housing units have been completed.

Note 1
In order to comply with this condition it may be necessary for the applicant/developer to enter into a subsequent planning obligation and/or agreement. You are therefore asked to bear this in mind when determining the timing of your submissions.

Note 2
Within the context of this condition, the definition of affordable housing is that included at Appendix A of Supplementary Planning Guidance 'Affordable Housing' approved by South Holland District Council in September 2005.

Reason: To ensure that affordable dwellings are provided to meet identified local need, and remain affordable in perpetuity, in accordance with the South Holland District Council 'Affordable Housing' Supplementary Planning Guidance September 2005. This condition is imposed in accordance with Policy HS8 of the South Holland Local Plan 2006 and with national guidance contained in PPS1 and PPS3.

13 Each Reserved Matters application for residential development shall include a plan showing the distribution of market and affordable dwellings, including a schedule of dwelling size (by number of bedrooms) with the reserved matters site for which approval is sought. No more than 8 affordable houses or 20 affordable apartments shall be adjacent to or abut one another. No development shall commence within the site for which reserved matters approval is being sought until such time as the affordable housing distribution and dwelling mix has been approved in writing by the District Council as local planning authority. The affordable housing units shall be provided in full accordance with the approved details unless otherwise first agreed in writing by the District Council as local planning authority

Reason: In order to ensure a comprehensively planned, sustainable, inclusive and mixed community suitable for occupation by all. This condition is imposed in accordance with Policy HS8 of the South Holland Local Plan 2006 and with national guidance contained in PPS1 and

PPS3.

14 A minimum of 15% of all dwellings, both market and affordable (or any higher figure subsequently introduced in either the Local Development Framework or by way of enactment in future legislation relevant at the time of determination), within each of the four neighbourhood areas shall meet the design criteria for Lifetime Homes standards set out in 'Meeting Part M and Designing Lifetime Homes' published by the Joseph Rowntree Foundation 1999, unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: In order to ensure a comprehensively planned, sustainable, inclusive and mixed community suitable for occupation by all. This condition is imposed in accordance with Policy 1 of the East Midlands Regional Plan 2009; Policy SG1 the South Holland Local Plan 2006; and with national guidance contained in PPS1 and PPS3 and within Lifetime Homes, Lifetime Neighbourhoods: A National Strategy for Housing in an Ageing Society, published by the Department for Communities and Local Government, the Department of Health and the Department for Work and Pensions, February 2008.

15 No development of a residential building within the development or any phase of the development shall take place until an interim certificate following a design stage review, based on design drawings, specifications and commitments, has been issued by a Code for Sustainable Homes Licensed Assessor to the Local Planning Authority, indicating the following:
(a) that all the proposed dwellings are capable of achieving a minimum of Level 3 of the Code for Sustainable Homes or whatever level prevails at the time;

All residential dwellings shall be constructed to meet the applicable Code for Sustainable Homes specified minimum level. Prior to the occupation of any residential building a certificate, following a post-construction review, shall be issued by a Code for Sustainable Homes Licensed Assessor to the Local Planning Authority, indicating that the relevant code level has been met. In the event that such a rating is replaced by a comparable national measure of sustainability for building design, the equivalent level of measure shall be applicable to the proposed development unless otherwise agreed in writing by the District Council as local planning authority.

Reason: In order to promote a sustainable form of development in the interests of reducing carbon dioxide emissions and promoting principles of sustainable construction and efficient use of buildings. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

16 Prior to or concurrent with the submission of the first of the Reserved Matters applications within the built-up area of Holland Park as approved, a BREEAM Phasing Plan for Provision of Non-Residential Buildings (excluding any primary and secondary buildings) shall be submitted to the

Local Planning Authority for approval. The Phasing Plan shall include plans and details that show the following:
(i) the location and floorspace of 95% of the proposed Non-Residential Buildings (which shall be equivalent to 95% of non-residential floorspace) to be constructed to at least BREEAM 'very good' rating or whatever rating prevails at the time.
(ii) The location and floorspace of at least 5% of the proposed Non-Residential Buildings (which shall be the equivalent to a minimum of 5% of non-residential floorspace) to be constructed to at least BREEAM 'excellent' rating or whatever rating prevails at the time.

No development shall commence within a site in a built-up area for which reserved matters approval is being sought, until such time as the BREEAM Phasing Plan has been approved in writing by the Local Planning Authority. The BREEAM Phasing Plan shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interest of reducing carbon emissions and promoting the principles of sustainable construction and efficient use of buildings. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

17 Notwithstanding the provisions of Condition 16, all reserved matters applications for Non-Residential Buildings that are submitted after 31 March 2013 shall be designed and constructed to meet BREEAM's 'excellent' rating unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: In the interest of reducing carbon emissions and promoting the principles of sustainable construction and efficient use of buildings. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

18 No development of a non-residential building shall take place until a pre-assessment BREEAM report, which is based upon an approved BREEAM phasing plan for provision of non-residential buildings, prepared by an accredited BREEAM Assessor, indicating that the building is capable of achieving the 'very good' or 'excellent' rating that is applicable, as a minimum, has been issued to the Local Planning Authority unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: In the interests of reducing carbon dioxide emissions and promoting the principles of sustainable construction and efficient use of buildings. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national

guidance contained in PPS1 and PPS22.

19 All non-residential buildings shall be constructed to meet the applicable approved BREEAM rating as a minimum. Prior to the occupation of any non-residential building, a certificate following a post-construction review, shall be issued by an approved BREEAM Assessor to the District Council as Local Planning Authority indicating that the relevant BREEAM rating has been met. In the event that such a rating is replaced by a comparable national measure of sustainability for building design, the equivalent level of measure shall be applicable to the proposed development unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: In the interests of reducing carbon dioxide emissions and promoting the principles of sustainable construction and efficient use of buildings. This condition is imposed in accordance with Policies 1, 2 and 39 of the East Midlands Regional Plan 2009; Policies SG1 and SG7 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1 and PPS22.

20 The development shall be carried out substantially in accordance with the mitigation measures as set out in the Environmental Statement and in accordance with the provisions of the Landscape Strategy and SUDS Strategy set out in the Design and Access Statement and the attendant submitted technical reports unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: In order to accord with the terms of the application, in the interests of clarity, and in order to ensure that the development meets with biodiversity, climate change and sustainability principles. This condition is imposed in accordance with Policies 1, 26, 28, 29, 31, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG11, and SG18 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPG17, PPS22 and PPS25.

21 The plans submitted in accordance with the provisions of Condition 3 shall include details of areas of Public Open Space of not less than 14% of the gross site area, together with details of the timing of implementation of the open space.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space. This Condition is imposed in accordance with Policies SG1 and HS11 of the South Holland Local Plan 2006.

22 The plans submitted in accordance with the provisions of Conditions 3 shall provide for equipped children's play areas within the site. The timing of the implementation, location, detailed design, layout, specification of the equipment, and the management and maintenance regime of the play area shall be submitted to and approved in writing by the District Council as Local Planning

Authority. The play areas shall be provided in accordance with the details so approved, and thereafter so maintained.

Reason: To ensure that adequate play provision is made for the occupiers of the development hereby permitted and that the facility is adequately managed and maintained. This Condition is imposed in accordance with Policies SG1 and HS11 of the South Holland Local Plan 2006.

23 Notwithstanding the submitted information, and prior to or concurrent to the submission of the first of the phased reserved matters applications within the built-up area of the application site, a management plan for the areas of publicly accessible open space and any outdoor play areas, including management responsibilities and maintenance schedules, shall be submitted to and approved in writing by the District Council as Local Planning Authority prior to the commencement of the development hereby permitted. The management of these areas shall be carried out in accordance with the details so approved.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space. This Condition is imposed in accordance with Policies SG1 and HS11 of the South Holland Local Plan 2006.

24 Prior to the commencement of no more than 50% of the dwellings associated with the Central neighbourhood, or such other number as shall first be agreed in writing by the District Council as local planning authority, all of the playing pitches and sports facilities proposed to be located within that neighbourhood (in the broad locations and arrangements outlined on the submitted Illustrative Master Plan submitted with the Design and Access Statement) shall have been laid out and completed in accordance with detailed plans and particulars that which shall first be submitted to and agreed in writing by the District Council as local planning authority. The development shall thereafter proceed strictly in accordance with the approved details and the agreed facilities shall thereafter be retained on site in accordance with the provisions of the agreed details.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that this is delivered when it is needed in a phased manner in the interests of promoting a sustainable form of development. This Condition is imposed in accordance with the provisions of Policy 41 of the East Midlands Regional Plan 2009; Policies SG1, SG14 and HS11 of the South Holland Local Plan 2006; and with national guidance contained in PPS1 and PPS17.

25 When any application is made to the District Council as Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree planting indicating, inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting

maintenance and such a scheme shall require the approval of the District Council as Local Planning Authority before any development is commenced. Such scheme as is approved by the District Council as Local Planning Authority shall be carried out in its entirety within a period of 12 months beginning with the date on which development is commenced, or within such longer period as may be agreed in writing with the District Council as Local Planning Authority. 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, unless the District Council as Local Planning Authority gives written consent to any variation.

Note: The applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set. This condition is imposed in accordance with Policy SG18 of the South Holland Local Plan 2006.

26 Before the commencement of each phase of the development hereby permitted, a scheme of tree planting for the site including details of positions, heights on planting and species shall be submitted to and approved in writing by the District Council as Local Planning Authority. Such scheme as is approved by the District Council as Local Planning Authority shall be carried out in its entirety within a period of 12 months beginning with the date on which development is commenced, or within such longer period as may be agreed in writing with the District Council as Local Planning Authority. All trees shall be maintained by the owner or owners of the land on which they are situated for the period of ten years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary, unless the District Council as Local Planning Authority gives written consent to any variation.

Reason: To ensure that the development includes tree planting, in the interests of its visual amenity and that of the area in which it is set. This condition is imposed in accordance with Policy SG18 of the South Holland Local Plan 2006.

27 No development of any part of any phase of the site shall take place until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the District Council as local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:
a) a timetable for its implementation, and
b) a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: In the interests of sustainability, in order 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 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

28 Each Reserved Matters application shall include a detailed surface water strategy pursuant to the reserved matters site for which approval is sought. The strategy shall demonstrate how the management of water within the reserved matters application site for which approval is sought accords with the approved details of the strategic site wide surface water strategy. The strategy shall be based upon a SUDS hierarchy and shall maximise the use of measures to control water at source as far as practicable to limit the rate and quantity of run-off and improve the quality of any run-off before it leaves the site or joins any water body. If source control infiltration SUDS methods are demonstrated to be impracticable or only party feasible the strategy shall promote other measures such as swales, surface water retention ponds, wetlands or other surface water retention measures to promote infiltration and mimic as far as possible existing natural greenfield run-off patterns (rates and volumes). The strategy shall include details of all flow control systems and the design, location and capacity of all such SUDS features and shall include ownership, long-term adoption, management and maintenance schemes and monitoring arrangements/ responsibilities, including detailed calculations to demonstrate the capacity of receiving on-site strategic water retention features without the risk of flooding to land or buildings. The development shall be carried out in accordance with the approved details and no building pursuant to the particular Reserved Matters for which approval is being sought shall be occupied or used until such time as the approved detailed surface water measures have been fully completed in accordance with the approved details.

Reason: To promote a sustainable water management regime and water quality control measures and to ensure that surface water run-off from the development will not adversely affect, by reason of flooding, the safety, amenity and commerce of the residents of this site. This condition is imposed in accordance with Policies 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

29 Before the commencement of each phase of the development hereby granted, 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 District Council as 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 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

30 Before each phase of the development hereby permitted is commenced, full details of the proposed soakaway systems for the disposal of surface water from the development hereby permitted, including percolation test results, shall be submitted to and approved in writing by the District Council as Local Planning Authority. Should the percolation test results be considered unacceptable by the Local Planning Authority details of an alternative means of providing for surface water drainage shall be submitted for consideration. The approved means of surface water drainage 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 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

31 No development shall take place before the detailed design of the arrangements for surface water drainage for each phase of the development has been agreed in writing by the Local Planning Authority and no building shall be occupied before it is connected to the agreed drainage system.

Reason: To ensure that surface water run-off from the development will not adversely affect, by reason of flooding, the safety, amenity and commerce of the residents of this site. This condition is imposed in accordance with Policies 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

32 Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through trapped gullies, an oil interceptor or otherwise disposed of in a manner and to a design and specification that shall first have been approved in writing by the District Council as Local Planning Authority.

Reason: To ensure that the site is adequately drained and to avoid pollution. This condition is imposed in accordance with Policies 1, 28, 29, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG11 and SG13 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS22, PPS23 and PPS25.

33 Before the commencement of each phase of the development hereby granted, full details of a site layout which demonstrate that account has been taken of Anglian Water's protected assets shall be submitted to and approved in writing by the District Council as Local Planning Authority.

Reason: Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. 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 applicant will need to ask for the assets to be diverted 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. This condition is imposed in the interests of sustainability, in order to ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding in accordance with Policies 1, 32 and 35 of the East Midlands Regional Plan 2009; Policy SG1 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS9, PPS23 and PPS25.

34 No part of any phase of the development hereby permitted shall commence until a detailed Flood Risk Assessment, which utilises information from the South Holland Strategic Flood Risk Assessment (2009), has been submitted to and approved, in writing, by the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the District Council as local planning authority.

Reason: To ensure that the most up to date and accurate information is used when determining the final flood mitigation measures for the development. This condition is imposed in order to militate against the risk of flooding in accordance with the provisions of Policies 1, 2, 32 and 35 of the East Midlands Regional Plan 2009; Policies SG1, SG11, SG12 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS12 and PPS25.

35 Each phase of the development hereby permitted shall only be carried out in accordance with the approved Flood Risk Assessment and the following mitigation measures, as detailed in the FRA, shall be carried out in accordance with details to be submitted to and approved in writing by the District Council as local planning authority.
(i) Flood resilient construction techniques.
(ii) Finished floor levels shall be set not lower than 300 mm above Ordnance Datum (AOD).

Reason: To reduce the risk and impact of flooding on the proposed development and future occupants. This condition is imposed in order to militate against the risk of flooding in accordance with the provisions of Policies 1, 2, 32 and 35 of the East Midlands Regional Plan 2009; Policies SG1, SG11, SG12 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS12 and PPS25.

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

specification to enable them to be adopted as Highways Maintainable at the Public Expense, less the carriageway and footway surface courses.

The carriageway and footway surface courses shall be completed within three months from the date upon which the construction is commenced of the penultimate dwelling.

Reason: In the interests of highway safety. This condition is imposed in accordance with Policy SG14 of the South Holland Local Plan 2006.

37 All applications for each phase of reserved matters approval shall include detailed design of means to provide for the satisfactory collection and disposal of surface water run-off. Successive Applications shall demonstrate that sufficient consideration has been given to the treatment and disposal of surface water not only on the land for which consent is sought but also on areas both upstream and downstream of the Application site.

Reason: In the interests of highway safety and to ensure that the development is adequately drained. This condition is imposed in accordance with Policy SG14 of the South Holland Local Plan 2006.

38 The first application for the approval of Reserved Matters with access from the B1172 Spalding Common shall include detailed engineering drawings for the construction of that part of the first phase to the Western Relief Road between the B1172 and the Spalding to Peterborough railway line. The submitted details shall include an appropriate junction between the site and the B1172 Spalding Common. Unless otherwise first agreed in writing by the District Council as Local Planning Authority this part of the road shall thereafter be constructed in its entirety prior to the occupation of the 1st dwelling accessed from the B1172 Spalding Common.

Reason: In the interests of proper planning and highway safety, and in order to facilitate safe access to this part of the site, enabling development to take place within the southern neighbourhood whilst works are progressing on the facilitation of a bridge over the Spalding to Peterborough railway line. This condition is imposed in accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1, SG6 and TC1 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

39 Prior to the occupation of the 101st dwelling accessed from Broadway, detailed engineering drawings for the construction of the main spine road between Broadway and the B1172, including details of the bridge over the Spalding - Peterborough railway line, shall be submitted to and approved in writing by the District Council as local planning authority. Unless otherwise first agreed in writing by the District Council as Local Planning Authority, the spine road shall then be constructed in its entirety between Broadway and the B1172 Spalding Common prior to the occupation of the 201st dwelling accessed from Broadway.

Reason: In the interests of proper planning and highway safety, in order to facilitate safe access to this part of the site, to facilitate the provision of a bridge over the Spalding to Peterborough railway line, and to facilitate the completion of the whole of the main spine road between Broadway and the B1172 Spalding Common. This condition is imposed in accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1, SG6 and TC1 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

40 There shall be no vehicular access between the application site and London Road via The Raceground.

Reason: Because The Raceground is unsuitable, by reason of its carriageway width and construction, and the existing railway level crossing, to accommodate the numbers and types of vehicles that may be expected to use this route. This condition is imposed in accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

41 A railway footbridge shall be provided over the 'The Rampers' in accordance with full constructional details and timetabling which shall first be submitted to and agreed in writing by the District Council as local planning authority.

Reason: To facilitate the closure of this level crossing in accordance with the requirements of Network Rail whilst retaining free passage over the railway line for pedestrians and others. This condition is imposed in the interests of safety and in accordance with the provisions of Policies SG1 and SG14 of the South Holland Local Plan 2006; the general requirements of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1.

42 There shall be no vehicular access between the application site and Hawthorn Bank with the possible exception of a bus gate, the passage through which shall be managed by a suitable access control mechanism and physical means of preventing unauthorised use.

Reason: In the interests of pedestrian and vehicular safety and to prevent unacceptable volumes of motor vehicles using Hawthorn Bank and its junction with London Road. This condition is imposed in the interests of highways safety accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

43 Any extension of Hoekman Way into the application site shall only be in the form of a cul-de-sac and a turning area shall be provided at the end of the carriageway. There shall be no vehicular link from the carriageway network of the application site onto Hoekman Way.

Reason: To prevent through traffic using the existing residential roads of Hoekman Way and The Parkway as a route to Hawthorn Bank. This condition is imposed in the interests of highways safety accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

44 Prior to or concurrent with the first application for Reserved Matters approval details of traffic calming measures to be provided on The Parkway shall be submitted to and approved in writing by the District Council as local planning authority. Unless otherwise approved in writing by the District Council as Local Planning Authority, the works, as approved, shall be completed no later than the date of occupation of the one hundredth dwelling constructed north of the railway line.

Reason: To discourage vehicular use of The Parkway as a route to and from the permitted development. This condition is imposed in the interests of highways safety accordance with Policy 43 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

45 Prior to or concurrent with the first of the reserved matters applications a Framework Travel Plan shall be submitted to and approved in writing by the District Council as local planning authority and no part of the development shall be commenced until this condition has been discharged in writing by the District Council as local planning authority. All subsequent applications for reserved matters approval shall be accompanied by a Travel Plan which shall adhere to the approved details contained within the Framework Travel Plan.

Reason: To establish and promote sustainable means of travel from and to the site in the interests of reducing the predicted traffic impact of the permitted development on the highway network of Spalding. This condition is imposed in the interests of sustainability and in order to promote modal split and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

46 Prior to or concurrent with the submission of the first of the Reserved Matters applications a 'Green Travel Plan' prepared by an appropriately qualified and experienced person shall be submitted to and approved in writing by the District Council as Local Planning Authority. The Plan shall set out proposals to positively encourage visitors and staff to travel to and from the site by alternative modes of transport to the private car, set out a timetable for its implementation and a programme and methodology for monitoring and review. The plan that is approved in writing by the District Council as Local Planning Authority shall be implemented in accordance with the timetable set out therein, unless the District Council as Local Planning Authority gives its prior written consent to any variation.

Reason: To encourage travel to and from the site by means other than the private car, in the interests of sustainable development and environmental protection. This condition is imposed in the interests of sustainability in accordance with Policy 1 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

47 The development hereby permitted shall be carried out and operated in accordance with the Green Travel Plan, to be submitted to and approved in writing by the District Council as local planning authority in accordance with the requirements of Condition 41 (above), and 12 months from the date that the development hereby permitted becomes operative (and annually thereafter, unless otherwise agreed by the District Council as local planning authority), a progress report shall be submitted to the District Council as local planning authority. The progress report shall provide details of the implementation of the Travel Plan and any further proposals for the achievement of its aims.

Reason: To encourage travel to and from the site by means other than the private car, in the interests of sustainable development and environmental protection. This condition is imposed in the interests of sustainability in accordance with Policy 1 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

48 Unless otherwise agreed in writing by the District Council as local planning authority, the developer shall provide one number low-floor, easy-access, and DDA compliant bus to be integrated with Spalding's existing 'InTo Town' bus service prior to the occupation of the 51st dwelling on the development hereby permitted (or any other number as may be subsequently agreed in writing by the District Council as local planning authority). A similar one number bus shall be provided prior to the occupation of the 151st dwelling (or any other number as may be subsequently agreed in writing by the District Council as local planning authority). The Developer shall provide revenue funding for the operation of the two buses for a period of three years following the commencement of each service. The capital and revenue funding shall be inflation linked.

Reason: To establish and promote sustainable means of travel from and to the site in the interests of reducing the predicted traffic impact of the permitted development on the highway network of Spalding. This condition is imposed in the interests of sustainability and in order to promote modal split, the use of public transport and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

49 Detailed plans and particulars for all applications for Reserved Matters approval shall include details for the locations and accesses to bus stops within the area of that particular Reserved Matters application. No development approved pursuant to such application shall be occupied until all bus stops within that Reserved Matters area have been agreed to be provided to a specification and a timetable which shall have been previously agreed in writing by the District Council as local planning authority.

Reason: To establish, promote and facilitate bus travel to, from and within the site in the interests of promoting modal split and reducing the predicted traffic impact of the permitted development on the highway network of Spalding. This condition is imposed in the interests of sustainability and in order to promote modal split, the use of public transport and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

50 Each of the submitted Reserved Matters applications for each phase of the development hereby permitted shall include detailed plans and particulars for all public accesses and cycleways that connect the Reserved Matters site the subject of the application to the wider network of footpaths and cycleways contiguous to the Reserved Matter site, as appropriate. The development shall thereafter only be carried out in full compliance with the agreed details and the footpaths and cycleways shall be installed in their entirety prior to the occupation of no more than 50% of the dwellings to which that particular Reserved Matters application relates, or such other number as is first agreed in writing by the District Council as local planning authority.

Reason: To establish, promote and facilitate pedestrian access and cycling provision to, from and within the site in the interests of promoting a sustainable urban extension, modal split and a reduction in the predicted traffic impact of the permitted development on the highway network of Spalding. This condition is imposed in the interests of sustainability and in order to promote modal split, the facilitation of pedestrian and cycle movement and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

51 No dwelling permitted in any phase of the development hereby permitted shall be occupied until provision for a secure area for the storage of at least one bicycle has been provided in accordance with details which shall first be submitted to and agreed in writing by the District Council as local planning authority.

Reason: To establish and promote cycling as an alternative and healthy form of transport and to deliver storage facilities for cycles within the site in the interests of promoting a sustainable urban extension. This condition is imposed in the interests of sustainability in order to promote modal split and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the

provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

52 Before the commencement of each phase of the development hereby permitted full details of a scheme of covered storage for bicycles for the non-residential elements of that particular phase of development shall be submitted to and approved in writing by the District Council as local planning authority. The approved details shall be implemented on-site in their entirety prior to the occupation of no more than 50% of the dwellings associated with that particular phase of development, unless first agreed in writing by the District Council as local planning authority.

Reason: To establish and promote cycling as an alternative and healthy form of transport and to deliver storage facilities for cycles within the site in the interests of promoting a sustainable urban extension. This condition is imposed in the interests of sustainability in order to promote modal split and a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

53 Before each phase of the development hereby permitted is commenced, a scheme indicating the provision to be made for disabled people to gain access to the premises shall be submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented in full before the development hereby permitted is first brought into use.

Reason: To ensure that the development is accessible. This condition is imposed in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

54 Detailed plans and particulars of the each phase of the Reserved Matters submitted to the District Council as local planning authority pursuant to condition 3 above shall include a Car Parking Strategy. The Strategy, where applicable, shall demonstrate how the Reserved Matters site, either as a whole or in relation to its component parts, shall contribute towards achieving an overall Master Plan site average of 1.5 car parking spaces per residential unit. It shall also detail the maximum provision of spaces for each use within the area within of the Reserved Matters application itself and demonstrate how the level of car parking will be dependent upon its proximity to the Primary Street or first phase of the Western Relief Road and the neighbourhood centres. The Strategy shall also detail the provision of public car parking areas and shall provide details of the proposed management regimes including waiting restrictions.

Reason: To provide for car parking and a car parking regime which facilitates the provision of adequate car parking in accessible locations for both the dwellings and non-residential development on site in accordance with a strategy which reduces impact of inappropriate car parking on the highway network and within the site and the wider locality. This condition is imposed in the interests of sustainability and in order to promote a change in behavioural patterns

in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

55 Each parking space approved through details pursuant to the conditions pertaining to this development shall be constructed as approved and drained, surfaced and made available for use before any unit of accommodation that it serves is first occupied and thereafter that space shall not be used for any purpose other than the parking of vehicles unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: To provide for appropriate and suitable car parking provision and to ensure its retention on site in order to reduce the impact of inappropriate car parking on the highway network and within the site and the wider locality. This condition is imposed in the interests of sustainability and in order to promote a change in behavioural patterns in accordance with Policies 1, 45 and 46 of the East Midlands Regional Plan 2009; Policies SG1 and SG14 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and in accordance with national guidance contained in PPS1 and PPS13.

56 5% of all parking spaces provided on each land parcel within each phase of the development hereby permitted shall be suitable for, and reserved for, people with disabilities. These spaces shall be provided in accordance with details which shall first be submitted to and agreed in writing by the District Council as local planning authority. The agreed facilities shall thereafter be constructed and retained on site in accordance with agreed details unless otherwise first agreed in writing by the District Council as local planning authority.

Reason: To ensure that the development, both in its component parts and as a whole, provides for and retains adequate car parking provision to a suitable standard for people with disabilities. This condition is imposed in order to promote and secure a development accessible to all in accordance with the provisions of Policies SG1 and SG14 of the South Holland Local Plan 2006.

57 Before each dwelling (or other development as specified) is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing or proposed public highway, shall be constructed to a specification to enable them to be adopted as Highways Maintainable at the Public Expense, less the carriageway and footway surface courses. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling (or other development as specified) within each phase of development unless otherwise first agreed in writing by the District Council as local planning authority.

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 the provisions of Policy SG14 of the South Holland Local Plan 2006

58 No dwellings (or other development as specified) shall be commenced before the first 50 metres of estate road from its junction with the public highway, including visibility splays, has been completed.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site and to enable calling vehicles to wait clear of the carriageway. This condition is imposed in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

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

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site. This condition is imposed in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

60 A detailed scheme of construction management to minimise disturbance during each phase of the construction process of the development hereby permitted through noise, dust, vibration and smoke shall be submitted to and approved in writing by the Local Planning Authority and the construction process shall be carried out in accordance with the scheme so approved.

Reason: In the interests of the amenity of local residents. This condition is imposed in accordance with the provisions of Policy SG17 of the South Holland Local Plan 2006.

61 Prior to the commencement each phase of the development hereby permitted, details of proposals for parking all vehicles associated with the construction works, including employees' private cars, clear of the highway, shall be submitted to and approved in writing by the Local Planning Authority. Parking shall be restricted in accordance with the details so approved.

Reason: In the interests of the amenity of local residents. This condition is imposed in accordance with the provisions of Policy SG17 of the South Holland Local Plan 2006.

62 Before the commencement each phase of the development hereby permitted, details of access points and routes for construction traffic shall be submitted to and approved in writing by the Local Planning Authority. Construction vehicles shall visited and access the site only in accordance with the details so approved.

Reason: In the interests of highway safety and the amenity of local residents during the construction process. This condition is imposed in accordance with the provisions of Policy SG17 of the South Holland Local Plan 2006.

63 Before the commencement of each phase the development hereby permitted details of the hours of working during the construction period shall be submitted to and approved in writing by the Local Planning. Work shall only take place during the hours so approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of the amenity of local residents. This condition is imposed in accordance with the provisions of Policy SG17 of the South Holland Local Plan 2006.

64 Details of the precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development shall be submitted to and approved in writing by the Local Planning Authority before the development commences. These facilities shall include the provision of wheel washing facilities where considered necessary by the Local Planning Authority. These precautions shall be made available before commencement of the construction of the development and be kept available and in full working order until such time as the Local Planning Authority agrees in writing to their withdrawal or the completion of the development.

Reason: In the interests of highway safety and convenience during the construction process. This condition is imposed in accordance with the provisions of Policies SG17 of the South Holland Local Plan 2006.

65 The detailed design, colour and location of any site hoardings used during the construction process of each phase of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority and only those hoardings so approved shall be used.

Reason: In the interests of the appearance of the site and the visual amenity of the area during the construction process. This condition is imposed in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

66 No development shall take place within any phase of the development hereby permitted until a scheme specifying the methods of recording or preserving any archaeological deposits which may be affected by the approved works and including a timetable for such recording has been submitted to and been approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in strict accordance with the agreed scheme.

Reason: The site is of archaeological importance. This condition is imposed in accordance with the provisions of the Holland Park SPD 2007 and in accordance with national guidance contained within PPS5.

67 No development shall take place within any phase of the development hereby permitted until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation, which has been submitted by the applicant and approved

in writing by the Local Planning Authority.

Reason: In order to ensure that satisfactory arrangements are made for the investigation, retrieval and recording of any possible archaeological remains on the site. This condition is imposed in accordance with the provisions of the Holland Park SPD 2007 and in accordance with national guidance contained within PPS5.

68 Before each phase of development is commenced details of the arrangements made for an archaeologist recognised by the Local Planning Authority to monitor all stages of the development involving ground disturbance shall be submitted to and approved in writing by the Local Planning Authority. The approved arrangements shall be carried out during site operation, and a report of the findings of the archaeologist shall be submitted to the Local Planning Authority within one month of the completion of site operation and shall include arrangements for the conservation of artefacts removed from the site.

Reason: The proposed development is within an area of archaeological significance. This condition is imposed in accordance with the provisions of the Holland Park SPD 2007 and in accordance with national guidance contained within PPS5.

69 Before the commencement of each phase of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the buildings and hard surfaced areas shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the details so approved.

Reason: To ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent development. This condition is imposed in accordance with the provisions of Policies SG14 and SG17 of the South Holland Local Plan 2006.

70 Concurrent with each phase of the development hereby permitted full details of on-site facilities for the storage, prior to disposal, of domestic refuse including waste for recycling, shall be submitted to and approved in writing by the Local Planning Authority. Such details shall identify the specific positions of where bins, recycling boxes or any other means of storage will be stationed and the arrangements for the disposal of waste. This will need to extend to the provision and delivery of litter bins. The approved details shall be implemented prior to the occupation of any dwellings or other buildings to which they relate and thereafter retained on site unless alternative arrangements are first agreed in writing by the District Council as local planning authority.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal and the recycling of waste to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set. This condition is imposed in

accordance with the provisions of Policies SG13, SG14 and SG17 of the South Holland Local Plan 2006.

71 No more than 50 dwellings cumulatively across each phase of the development hereby permitted shall be occupied until temporary neighbourhood waste recycling facilities are provided on site in accordance with details which shall first be submitted to and agreed in writing by the District Council as local planning authority. The temporary facilities shall remain in place until a permanent waste recycling facility within the District and each of the Local Centres is provided and made available for use. The land on which the temporary facility is sited shall be made good within a period of 3 months from the installation of the permanent waste recycling facility within the related District or Local Centre, the details of which shall first be submitted to and agreed in writing by the District Council as local planning authority. The agreed details shall be implemented on site in accordance with a timetable to be agreed with the District Council as local planning authority and thereafter retained on site.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal and recycling to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set. This condition is imposed in accordance with the provisions of Policies SG13, SG14 and SG17 of the South Holland Local Plan 2006.

72 Concurrent with each phase of the Reserved Matters applications, and in order to facilitate the provisions of Conditions 3, 5, 6 and 7 above, a detailed scheme for the pedestrian environment around the site to which the particular Reserved Matters application relates will need to be submitted to and agreed in writing by the District Council as local planning authority. The detailed scheme for the pedestrian environment shall include details of surfacing materials, footways, street furniture and road crossing points, including the phasing of these works, and will need to be submitted to and approved in writing by the District Council as local planning authority prior to the commencement of each phase of the development hereby permitted. The scheme so approved shall be implemented in its entirety and thereafter retained in accordance with the phasing details subsequently approved.

Reason: To ensure that the District Council as local planning authority retains control over the details of pedestrian environment to the development in the interests of the character, appearance and visual amenity of the whole. This condition is imposed in order to promote a development of overall high quality, and a public realm which contributes to this quality, in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

73 Before the commencement of each phase of the development hereby permitted a schedule of external materials of construction of hard surfaced areas shall be submitted to and approved in writing by the Local Planning Authority. Samples shall be provided as may be required by the Local Planning Authority of the materials in the schedule and the use of such samples shall be

approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the schedule and samples 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 order to promote a development of overall high quality in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

74 No development of any building or group of buildings shall take place until a sample panel of the materials to be used in the construction of the external surfaces to that building or group of buildings has been prepared on site for inspection and approved in writing by the District Council as local planning authority. The sample panel shall be at least 1.0 metres by 1.0 metres and shall show the proposed material, bond, pointing technique and palette of materials (including roofing. cladding and render) to be used in the development. The development shall thereafter only be constructed in strict accordance with the approved sample, which shall not be removed from the site until the completion of the development.

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 order to promote a development of overall high quality in accordance with the provisions of Policy SG14 of the South Holland Local Plan 2006.

75 Prior to or concurrent with the submission of the first of the Reserved Matters applications for development for the site, a site wide Ecological Conservation Management Plan shall be submitted to the District Council as local planning authority for approval. The Plan shall accord with and give effect to the principles for such a Plan proposed in the Environmental Statement submitted with the application. As a matter of principle, the Plan shall set out an objective of enhancing the net biodiversity of the site as a result of development and shall include:
a) Contractor responsibilities, procedures and requirements
b) Full details of appropriate habitat and species surveys (pre and post construction) and reviews, where necessary, to identify areas of importance to biodiversity
c) Full details of measures to ensure protection and suitable mitigation to all legally protected species and those habitats and species identified as being of importance to biodiversity both during construction and post-development, including consideration and avoidance of sensitive stages of species life cycles, such as the bird breeding season, protective fencing and phasing of works to ensure the provision of advanced habitat areas and minimise disturbance of existing features
d) identification of habitats and species worthy of management and enhancement together with the setting of appropriate conservation objectives for the site. Prescriptions shall be provided to detail how habitat and species management and enhancement shall be provided alongside measures to provide habitat restoration and creation such as. the provision of bat and bird boxes

on buildings and on trees around the site; the provision of other nesting features for bird species such as bird ledges; reptile hibernacula including small log and rubble piles: the creation of new aquatic habitats where possible within permanent areas of open water of minimum depth of 0.5m: the provision of wetland margins and habitat islands: the management of grassland; enhancements to improve the value to wildlife such as water voles
e) A summary work schedule table, confirming the relevant dates and/or periods that the protection measures shall be implemented by or undertaken
f) Monitoring/Environmental Audits carried out four times annually during the construction phase
g) Confirmation of suitably qualified personnel responsible for over-seeing implementation of the EMP commitments, such as an Ecological Clerk of Works, including a specification of role
h) Long-term maintenance, management and monitoring responsibilities for a period of 12 years to ensure an effective implementation of the Ecological Conservation Management Plan ensuring periodic review of the objectives

No development shall commence until such time as the Ecological Conservation Management Plan has been approved in writing by the District Council as local planning authority. All species and habitat protection, enhancement, restoration and creation measures shall be carried out in accordance with the approved Ecological Conservation Management Plan, unless otherwise agreed in wilting by the District Council as local planning authority

Reason: In order to accord with the terms of the application, in the interests of clarity, and in order to ensure that the development meets with biodiversity, climate change and sustainability principles. This condition is imposed in accordance with Policies 1, 26, 28, 29, 31, 32, 35 and 39 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG11, and SG18 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPG17, PPS22 and PPS25.

76 No part of the development hereby permitted, or any phase of the development hereby permitted, shall be commenced until a scheme to deal with any contamination of any land or any pollution of any controlled waters has been submitted to and approved in writing by the Local Planning Authority (LPA) and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement in writing.
(i) A desk-top study carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible pollutant linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk Assessment (or state if one required). Two full copies of the desk-top study and a non-technical summary shall be submitted to the LPA without delay upon completion.
(ii) If identified as being required following the completion of the desk-top study, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks

are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.
(iii) Thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters affecting the site shall be submitted to and approved in writing by the LPA, and all requirements shall be implemented and completed to the satisfaction of the LPA. No deviation shall be made from this scheme 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 suspect contamination has been submitted to and agreed in writing by the LPA.
(iv) Two full copies of a full closure report shall be submitted to and approved in writing by the LPA. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Note:
The applicant is advised that the phased risk assessment required by the Contaminated Land Scheme Condition should be carried out in accordance with the procedural guidance of the Environmental Protection Act 1990 Part 11A.

The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This condition is imposed in accordance with the provisions of Policy SG13 of the South Holland Local Plan 2006.

77 Once the development of any part of the overall infrastructure, or of any part of any phase of the development subsequently approved under a separate Reserved Matters application, has been commenced no material part of the development shall be omitted without the prior written consent of the District Council as Local Planning Authority and, its development shall be completed (subject to non-material omission) as a whole in accordance with a programme to be submitted to and agreed in writing by the District Council as local planning authority.

Reason: In the interests of the architectural and visual integrity of the overall development and in order to deliver a comprehensive scheme which demonstrates quality and distinctiveness in terms of its architecture and sustainability principles in its built form whilst at the same time facilitating appropriate access and services. This condition is imposed in accordance with Policies 1, 2, 26, 28, 29, 31, 32, 35, 39, 43, 44, 45, 46, 49 and 52 of the East Midlands Regional Plan 2009; Policies SG1, SG6, SG7, SG11, SG12, SG13, SG14, SG15, SG16, SG17, SG18, SG19, HS3,

HS4, HS11, TC1 and TC2 of the South Holland Local Plan 2006; the provisions of the Holland Park SPD 2007; and with national guidance contained in PPS1, PPS9, PPS10, PPS12, PPG13, PPG17, PPS22 and PPS25.

Head of Planning & Development
21st March 2012

H16-0571-09

THIRD SCHEDULE

The Owner's Covenants with the Council

The Owner hereby covenants with the Council

1 **OPEN SPACE**

1.1 that prior to Occupation of 50% of the Dwellings within Fantail Park the Owner shall provide the Recreational Facilities Land, laid out as Recreational Facilities in accordance with details to be submitted to and approved in writing by the Council and which shall be broadly in accordance with the illustrative plan submitted with the Application, for the benefit of the general public and to the reasonable satisfaction of the Council.

1.2 that prior to Occupation of 50% of the Dwellings within each Phase or within a period of two (2) calendar years from the date of Commencement of that Phase (whichever is the sooner) the Owner shall provide for the benefit of the general public and to the reasonable satisfaction of the Council all Incidental Open Space within that Phase in accordance with details to be submitted to and approved in writing by the Council under conditions 21 and 22 of the Planning Permission which shall include the provision of all equipment required to be provided on such Incidental Open Space in accordance with the Council's adopted supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted by the Council at the date of approval by the Council of such Incidental Open Space

1.3 that prior to Occupation of 50% of the Dwellings within each Phase or within a period of two (2) calendar years from the date of Commencement of that Phase (whichever is the sooner) the Owner shall provide to the reasonable satisfaction of the Council and in accordance with details to be submitted to and approved in writing by the Council all open spaces associated with the SUDS which will serve the Development within that Phase

1.4 that prior to Occupation of 50% of the Dwellings within the Phase or Phases within which the South Drove Park is to be situated or within a period of two (2) calendar years from the date of Commencement of the first of the Phases within which the South Drove Park is to situated (whichever is the sooner) the Owner shall provide to the reasonable satisfaction of the Council the South Drove Park to the detailed specification to be submitted to and agreed in writing with the Council

1.5 that prior to Occupation of 50% of the Dwellings within each Phase or within a period of two (2) calendar years from the date of Commencement of that Phase (whichever is the sooner) the Owner shall provide to the reasonable satisfaction of the Council any remaining areas of open space or park as shown on the illustrative plans submitted with the Application in accordance with a detailed specification to be submitted to and agreed in writing with the Council

1.6 that once each area of open space land has been provided in accordance with paragraphs 1.1 to 1.5 above the Owner shall (unless and until such area is transferred to the Council under paragraph 1.7 below) maintain such area in accordance with details to be submitted to and approved in writing by the Council under condition 23 of the Planning Permission but in any event to the reasonable satisfaction of the Council and such area shall not at any time be used other than as an amenity area for use by the public

1.7 that where the Owner requires:

- the Recreational Facilities Land and/or
- any Incidental Open Space and/or

- any open space associated with the SUDS and/or
- the South Drove Park and/or
- any remaining areas of open space or park

to be transferred to the Council (and for the avoidance of doubt the Council will only accept the transfer of any open space associated with the SUDS where there is no other body statutorily responsible for maintaining or otherwise willing to maintain such areas and in any event will not accept the transfer of any drainage elements incorporated within the urban fall) then prior to any such transfer the Owner shall:

(a) (unless the Council otherwise agrees in writing) maintain such Recreational Facilities Land and/or Incidental Open Space and/or open space associated with the SUDS and/or the South Drove Park and/or remaining areas of open space or parks (as appropriate) in accordance with a management plan to be submitted to and approved by the Council under condition 23 of the Planning Permission to the reasonable satisfaction of the Council for a period of at least two (2) calendar years from the date of completion of the said Recreational Facilities Land and/or Incidental Open Space and/or open space associated with the SUDS and/or the South Drove Park and/or remaining areas of open space or parks (as appropriate) and

(b) pay to the Council a commuted sum as follows

(i) for each area of Incidental Open Space and for South Drove Park and for any remaining areas of open space or parks described in paragraph 1.5 above the Owner shall pay to the Council a sum representing the cost of maintaining that area of Incidental Open Space or South Drove Park or remaining areas of open space or parks described in paragraph 1.5 above (as appropriate) for a period of ten (10) calendar years calculated in accordance with Appendix C to the Council's adopted supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted as at the date that such area is transferred to the Council

(ii) for the Recreational Facilities Land and each area of open space associated with the SUDS the Owner shall pay to the Council a sum representing the cost of maintaining the Recreational Facilities Land or such area of open space associated with the SUDS (as appropriate) for a period of ten (10) calendar years or such other period as may be required by the Council's adopted supplementary planning document 'Open Space in New Residential Developments' or such replacement document or policy as shall be adopted as at the date that such area is transferred to the Council such sum to be calculated in accordance with Appendix C to the said adopted supplementary planning document or such replacement document or policy

2 TOWN CENTRE IMPROVEMENTS

2.1 to pay to the Council £50,000 of the Town Centre Contribution prior to Occupation of 100 Dwellings together with any further sum equivalent to any increase in the Index on the said sum of £50,000 from the date of the Planning Permission until the date on which the payment required by this paragraph 2.1 is payable. For the avoidance of doubt the payment under this paragraph 2.1 shall not be less than £50,000

2.2 to pay to the Council the remaining £50,000 of the Town Centre Contribution prior to Occupation of 250 Dwellings together with any further sum equivalent to any increase in the Index on the said sum of £50,000 from the date of the Planning Permission until the

date on which the second payment required by this paragraph 2.2 is payable. For the avoidance of doubt the payment under this paragraph 2.2 shall not be less than £50,000

3 **COMMUNITY BUILDING**

3.1 that prior to the Occupation of 1125 Dwellings the Owner shall complete to the reasonable satisfaction of the Council the construction of the Community Building on the Community Building Land in accordance with a detailed and costed specification and design to be submitted to and agreed in writing by the Council

3.2 that the Owner shall not Commence nor permit to be Commenced on the Site more than 1135 Dwellings until the Owner has transferred the freehold interest in such completed Community Building together with the freehold interest in the Community Building Land (or such part of the Community Building Land as contains the Community Building together with access) to the Council or its nominee at nil cost for the benefit of the general public

AND IT IS HEREBY AGREED that in complying with this paragraph

(i) subject to (iii) below the Owner shall not be required to spend more than £1,200,000 (one million two hundred thousand pounds) indexed as required by sub-paragraph (iv) below ("the Maximum Community Building Cost") on the construction of the Community Building which sum shall exclude all professional and design fees and the cost to the Owner of securing and providing the Community Building Land

(ii) the Maximum Community Building Cost shall be calculated as at the date of Commencement of the Community Building

(iii) the Owner shall use all reasonable endeavours to construct the Community Building in accordance with the agreed specification and design within the Maximum Community Building Cost and if for any reason during the construction of the Community Building it becomes apparent that the cost of constructing the Community Building will exceed the Maximum Community Building Cost the Owner may agree with the Council (the Council acting reasonably) amendments to the agreed specification and design of the Community Building but the Owner shall only be permitted to seek such amendments on one occasion and if the costs still exceed the Maximum Community Building Cost the Owner shall be required to meet such costs

(iv) the sum of £1,200,000 referred to in sub-paragraph (i) above shall be increased by an amount equivalent to the increase in the Buildings Index from the date of the Planning Permission until the date referred to in sub-paragraph (ii) above

3.3 that the Owner shall serve on the Council notice (in accordance with clause 7.5) that the construction of the Community Building has Commenced within ten Working Days of the occurrence of the same to enable the Council to determine the Maximum Community Building Cost

3.4 that unless with prior written consent of the Owner to any Disposal of or any change of use to (any part of) the Community Building Land, the Community Building Land shall only be used by or for the benefit of the public

4 **TRAFFIC CALMING**

4.1 Not to Occupy nor allow Occupation of more than 100 Dwellings located on that part of the Site to the north of the Spalding-Peterborough Railway line, until the Owner has entered into an agreement under Section 278 of the 1980 Act (or successor legislation) with the County Council to provide and lay out at the expense of the Owner such traffic calming measures on The Parkway as the Council (acting reasonably and in consultation

with the County Council) considers necessary to ameliorate the effects of the Development on the traffic flow along the Parkway.

4.2 To ensure that the said section 278 Agreement includes a provision that the works referred to in paragraph 4.1 above are carried out so far as is reasonably possible in their entirety within a period of 12 months from the date of completion of the said section 278 Agreement

5 BRIDGE OVER RAILWAY

5.1 (This paragraph shall apply only where the bridge the subject of this paragraph 5 will be constructed by the Owner) that prior to the Occupation of 201 Dwellings on the part of the Site to the north of the Spalding-Peterborough Railway line (or within such other time period as may be agreed in writing by the Council), and in accordance with specifications to be agreed with the Council (in consultation with the County Council) and having obtained consent from Network Rail (or its successor body) to provide and build a bridge over the Spalding-Peterborough railway line in the location as shown coloured turquoise on Plan A, to enable the relief road shown coloured orange on Plan A forming part of the Development to be linked to The Broadway.

5.2 that the bridge to be erected under paragraph 5.1 above shall be constructed to adoptable standards.

5.3 (This paragraph shall apply only where the bridge the subject of this paragraph 5 will not be constructed by the Owner) that the Owner shall not Commence nor permit to be Commenced more than 202 Dwellings on the part of the Site to the north of the Spalding-Peterborough Railway line (or such other number of Dwellings as may be agreed in writing by the Council) until the bridge over the Spalding-Peterborough Railway line in the location shown coloured turquoise on Plan A which will enable the relief road shown coloured orange on Plan A forming part of the Development to be linked to The Broadway has been provided to adoptable standards to the reasonable satisfaction of the Council

6 BUS SERVICE CONTRIBUTIONS

6.1 that prior to the Occupation of 51 Dwellings the Owner shall pay to the Council

(a) a Bus Contribution and

(b) a Bus Revenue Support Payment

6.2 the Owner or the Council shall pay to the Council or the Owner (being such Owner as paid the Bus Revenue Support Payment) (as appropriate) a reconciliation payment at the end of the third year after the payment of the Bus Revenue Support Payment made under paragraph 6.1 above within 20 Working Days of a demand by the other party (as appropriate) if the Bus Revenue Support payment at that time is proved not to be accurate

6.3 that prior to the Occupation of 251 Dwellings the Owner shall pay to the Council

(a) a second Bus Contribution

(b) a second Bus Revenue Support Payment

6.4 the Owner or the Council shall pay to the Council or the Owner (being such Owner as paid the Second Bus Revenue Support Payment) (as appropriate) a reconciliation payment at the end of the third year after the payment of the second Bus Revenue

Support Payment made under paragraph 6.3 above within 20 Working Days of a demand by the other party (as appropriate) if the Bus Revenue Support payment at that time is proved not to be accurate

6.5 PROVIDED THAT the total sum of the two Bus Contributions and the two Bus Revenue Support Payments made under this paragraph 6 shall not exceed £250,000 (including any VAT) plus such further sum equivalent to any increase in the Index on each of the Bus Contributions and Bus Revenue Support Payments due under this paragraph 6 from the date of the Planning Permission until the date on which each payment is made

7 SCHOOL PROVISION

Notification and temporary provision

7.1 that the Owner shall at least six (6) months prior to the intended date of Commencement of Phase 1 of the School but in any event prior to Occupation of 700 Dwellings serve notice on the Council in accordance with clause 7.5 requiring the Council to comply with paragraph 11.1 of the Fourth Schedule

7.2 that the Owner shall at least six (6) months prior to the intended date of Commencement of Phase 2 of the School but in any event prior to Occupation of 1450 Dwellings serve notice on the Council in accordance with clause 7.5 requiring the Council to comply with paragraph 11.4 of the Fourth Schedule

7.3 that if the County Council acting reasonably at all times demonstrates to the Council a need resulting directly from the impact of the Development for temporary school accommodation to be provided for primary school aged pupils and only until such time as Phase 1 of the School is completed and transferred under paragraph 7.6 below, the Owner shall pay to the Council the reasonable, proper and justifiable costs of housing those primary school aged pupils in temporary accommodation at primary schools within the current catchment area for the Site and such costs shall be payable by the Owner to the Council within 30 Working Days of the Council demanding the same such demand to include proof of expenditure or proposed expenditure of the same by the County Council

For the avoidance of doubt, any dispute in relation to this paragraph (as with any other dispute in relation to the provisions of this Deed) shall be dealt with under clause 13 "Dispute Provisions"

Construction of Phase 1 of the School

7.4 where the Council notifies the Owner under paragraph 11.2 of the Fourth Schedule that this paragraph 7.4 applies (Phase 1 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner):-

(a) the Owner shall at its own expense within four (4) weeks from the date of such notification submit to the Council a detailed specification design and bill of quantities for Phase 1 of the School which shall accord entirely with any Department of Education (or successor body) standards applicable to the School and the Owner shall within such reasonable period as may be agreed between the Council and the Owner amend such detailed specification design and bill of quantities in accordance with any reasonable request made by the Council (acting in consultation with the County Council) under paragraph 11.3 of the Fourth Schedule

(b) the Owner shall within four (4) weeks from the date on which the Council notifies the Owner that such payment is due pay to the Council a sum equal to the cost of the contract which the Council (or such other body as the Council has approved) has procured for the provision of Phase 1 of the School together with the reasonable and justifiable administrative legal and other fees and costs of the Council (or such other body) incurred

in such procurement together with any additional contingency sum which (subject to compliance with the conditions in paragraph 13 (ii) of the Fourth Schedule) the Council may reasonably require (and subject to paragraph 7.15 this clause may operate as many times as may be necessary in respect of additional contingency sums) EXCEPT THAT such payment shall not be required where (i) the successful contractor in relation to the provision of Phase 1 of the School is the Owner or (where the Developer is a parent or subsidiary or sister company of the Owner) the Developer and (ii) taking account of (inter alia) its auditing requirements the Council notifies the Owner in writing that such payment is not required

(c) where the successful contractor in relation to the provision of Phase 1 of the School is the Owner then the Owner shall complete to the reasonable satisfaction of the Council the construction of Phase 1 of the School prior to the Occupation of 750 Dwellings

(d) where the successful contractor in relation to the provision of Phase 1 of the School is the Developer then the Owner shall not Occupy nor permit to be Occupied more than 749 Dwellings until Phase 1 of the School has been completed by the Developer to the reasonable satisfaction of the Council EXCEPT THAT this paragraph shall not apply where the Developer is not a parent or subsidiary or sister company of the ~~First~~ Owner

(e) where the successful contractor in relation to the provision of Phase 1 of the School is not the Owner and paragraph 7.4 (d) above does not apply then the Owner shall within four (4) weeks of being notified by the Council of the details of the said successful contractor or such longer period as the Council may allow grant to the successful contractor such rights of way as may be necessary to enable the successful contractor to gain access to the School Site from the public highway and shall grant to the successful contractor such licence or other interest in the School Site as may be necessary to allow the contractor full access within the School Site to undertake the works required by the said contract AND the Owner shall not Commence nor permit to be Commenced more than one (1) further Dwelling after the date of notification by the Council under paragraph 11.3(d) of the Fourth Schedule until this paragraph 7.4(e) has been complied with AND such rights of way or licence or other interest in the School Site as may be granted under this clause shall not be revoked or otherwise determined by the Owner prior to the completion of the transfer of Phase 1 of the School under clause 7.6 without good cause and then only with the approval in writing of the Council and (subject to compliance with paragraph 7.6 of this Schedule below) for the avoidance of doubt, the Owner shall not be required to wait for the delivery of Phase 1 of the School by the successful contractor, prior to Occupation of more than 749 Dwellings

7.5 where the Council notifies the Owner under paragraph 11.2 of the Fourth Schedule that this paragraph 7.5 applies (Phase 1 of the School to be provided by the Owner):-

(a) the Owner shall construct at the School Site Phase 1 of the School, at a detailed costed specification and design to be first submitted to and agreed in writing by the Council (in consultation with the County Council) (the Council acting reasonably and expeditiously at all times) and in accordance with any appropriate Department of Education (or successor body) standards in accordance with the timescales under paragraph 7.5 (b) below,

(b) that the Owner shall complete to the reasonable satisfaction of the Council the construction of Phase 1 of the School in accordance with the detailed and costed specification and design submitted to and agreed in writing by the Council under paragraph 7.5(a) above and in accordance with the appropriate Department of Education (or successor body) standard prior to the Occupation of 750 Dwellings

(c) the Owner shall serve on the Council notice (served in accordance with the provisions of clause 7.5) that the construction of Phase 1 of the School has Commenced within ten Working Days of the occurrence of the same to enable the Council to determine the Maximum Phase 1 School Building Cost referred to in paragraph 7.15 below

Transfer of Phase 1 of the School

7.6

7.6.1 Where paragraph 7.5 applies (Phase 1 of the School to be provided by the Owner), the Owner shall not Commence nor permit to be Commenced on the Site more than 760 Dwellings (or such greater number of Dwellings as may be approved in writing by the Council where the Council is satisfied that the relevant transferee has caused unreasonable delay in the transfer of the freehold) until the Owner has transferred at nil consideration the freehold interest in Phase 1 of the School completed in accordance with this Third Schedule together with the freehold interest in the School Site (but excluding that part of the School Site upon which Phase 2 of the School will be provided) either to

(a) (subject to the approval of the Council such approval not to be unreasonably withheld but taking into account any statutory duties which the County Council would be required to comply with in relation to the provision of educational services at the School) the County Council's Children's Services (or successor body or department) or

(b) such other end user or service provider as shall be directed by the Council

and which shall run Phase 1 of the School as a Primary School or a Free School.

7.6.2 Where paragraph 7.4 applies (Phase 1 of the School to be provided by the Council or another body which is not the Owner), subject at all times to the relevant transferee not causing any unreasonable delays in the transfer of the freehold, the Owner shall not Commence nor permit to be Commenced on the Site more than 760 Dwellings until the Owner has transferred at nil consideration the freehold interest in Phase 1 of the School completed in accordance with this Third Schedule together with the freehold interest in the School Site (but excluding that part of the School Site upon which Phase 2 of the School will be provided) either to

(a) (subject to the approval of the Council such approval not to be unreasonably withheld but taking into account any statutory duties which the County Council would be required to comply with in relation to the provision of educational services at the School) the County Council's Children's Services (or successor body or department) or

(b) such other end user or service provider as shall be directed by the Council

and which shall run Phase 1 of the School as a Primary School or a Free School.

For the avoidance of doubt if any unreasonable delays are caused by the relevant transferee in relation to the transfer under this paragraph 7.6.2, the Owner may, subject to providing to the Council evidence of such delay, commence or permit to be commenced more than 760 Dwellings on the Site before the transfer is completed.

Construction of Phase 2 of the School

7.7 where the Council notifies the Owner under paragraph 11.5 of the Fourth Schedule that this paragraph 7.7 applies (Phase 2 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner):-

(a) the Owner shall at its own expense within four (4) weeks from the date of such notification submit to the Council a detailed specification design and bill of quantities for Phase 2 of the School which shall accord entirely with any Department of Education (or

successor body) standards applicable to the School and the Owner shall within such reasonable period as may be agreed between the Council and the Owner amend such detailed specification design and bill of quantities in accordance with any reasonable request made by the Council (acting in consultation with the County Council) under paragraph 11.3 (as amended by paragraph 11.6) of the Fourth Schedule

(b) the Owner shall within four (4) weeks from the date on which the Council notifies the Owner that such payment is due pay to the Council a sum equal to the cost of the contract which the Council (or such other body as the Council has approved) has procured for the provision of Phase 2 of the School together with the reasonable and justifiable administrative legal and other fees and costs of the Council (or such other body) incurred in such procurement together with any additional contingency sum which (subject to compliance with the conditions in paragraph 13 (ii) of the Fourth Schedule) the Council may reasonably require (and subject to paragraph 7.15 this clause may operate as many times as may be necessary in respect of additional contingency sums) EXCEPT THAT such payment shall not be required where (i) the successful contractor in relation to the provision of Phase 2 of the School is the Owner or (where the Developer is a parent or subsidiary or sister company of the Owner) the Developer and (ii) taking account of (inter alia) its auditing requirements the Council notifies the Owner in writing that such payment is not required

(c) where the successful contractor in relation to the provision of Phase 2 of the School is the Owner then the Owner shall complete to the reasonable satisfaction of the Council the *construction of Phase 2 of the School prior to the Occupation of 1500 Dwellings*

(d) where the successful contractor in relation to the provision of Phase 2 of the School is the Developer then the Owner shall not Occupy nor permit to be Occupied more than 1499 Dwellings until Phase 2 of the School has been completed by the Developer to the reasonable satisfaction of the Council EXCEPT THAT this paragraph shall not apply where the Developer is not a parent or subsidiary or sister company of the ~~First~~ Owner

(e) where the successful contractor in relation to the provision of Phase 2 of the School is not the Owner and paragraph 7.7(d) above does not apply, then the Owner shall within two (2) weeks of being notified by the Council of the details of the said successful contractor or such longer period as the Council may allow grant to the successful contractor such rights of way as may be necessary to enable the successful contractor to gain access to that part of the School Site on which Phase 2 of the School will be provided from the public highway and shall grant to the successful contractor such licence or other interest in that part of the School Site on which Phase 2 of the School will be provided as may be necessary to allow the contractor full access within that part of the School Site to undertake the works required by the said contract AND the Owner shall not Commence nor permit to be Commenced more than one (1) further Dwelling after the date of notification by the Council under paragraph 11.3(d) of the Fourth Schedule (as amended by paragraph 11.6 of the Fourth Schedule) until this paragraph 7.7(e) has been complied with AND such rights of way or licence or other interest in the School Site as may be granted under this clause shall not be revoked or otherwise determined by the Owner prior to the completion of the transfer of Phase 2 of the School under clause 7.9 without good cause and then only with the approval in writing of the Council and (subject to compliance with paragraph 7.9 of this Schedule below) for the avoidance of doubt, the Owner shall not be required to wait for the delivery of Phase 2 of the School by the successful contractor, prior to Occupation of more than 1549 Dwellings

7.8 Where the Council notifies the Owner under paragraph 11.5 of the Fourth Schedule that this paragraph 7.8 applies (Phase 2 of the School to be provided by the Owner):-

(a) the Owner shall construct at the School Site Phase 2 of the School, at a detailed costed specification and design to be first submitted to and agreed in writing by the Council (in consultation with the County Council) (the Council acting reasonably and expeditiously at all times) and in accordance with any appropriate Department of Education (or successor body) standards in accordance with the timescales under paragraph 7.8(b) below,

(b) the Owner shall complete to the reasonable satisfaction of the Council the construction of Phase 2 of the School in accordance with the detailed and costed specification and design submitted to and agreed in writing by the Council under paragraph 7.8(a) above and in accordance with any appropriate Department of Education (or successor body) standard prior to the Occupation of 1500 Dwellings

(c) the Owner shall serve on the Council notice (served in accordance with the provisions of clause 7.5) that the construction of Phase 2 of the School has Commenced within ten Working Days of the occurrence of the same to enable the Council to determine the Maximum Phase 2 School Building Cost referred to in paragraph 7.15 below

Transfer of Phase 2 of the School

7.9

7.9.1 Where paragraph 7.8 applies (Phase 2 of the School to be provided by the Owner) the Owner shall not Commence nor permit to be Commenced on the Site more than 1510 Dwellings (or such greater number of Dwellings as may be approved in writing by the Council where the Council is satisfied that the relevant transferee has caused unreasonable delay in the transfer of the freehold) until the Owner has transferred at nil consideration the freehold interest in Phase 2 of the School completed in accordance with this Third Schedule together with the freehold interest in the remaining part of the School Site either to

(a) the County Council's Children's Services (or successor body or department) or such other end user or service provider to whom Phase 1 of the School has been transferred under paragraph 7.6, above, such that the freehold interest in the whole of the School Site including Phase 1 of the School and Phase 2 of the School shall be transferred to the same entity and which entity shall run both Phase 1 and Phase 2 of the School as a Primary School or a Free School or

(b) (where the Council is reasonably satisfied that it is not possible for both Phase 1 and Phase 2 of the School to be transferred to the same entity) such other end user or service provider as shall be directed by the Council and which shall run the School as a Primary School or a Free School.

7.9.2 Where paragraph 7.7 applies (Phase 2 of the School to be provided by the Council or another body which is not the Owner), subject at all times to the relevant transferee not causing any unreasonable delays in the transfer of the freehold, that the Owner shall not Commence nor permit to be Commenced on the Site more than 1510 Dwellings, until the Owner has transferred at nil consideration the freehold interest in Phase 2 of the School completed in accordance with this Third Schedule together with the freehold interest in the remaining part of the School Site either to

(a) the County Council's Children's Services (or successor body or department) or such other end user or service provider to whom Phase 1 of the School has been transferred under paragraph 7.6, above, such that the freehold interest in the whole of the School Site including Phase 1 of the School and Phase 2 of the School shall be transferred to the same entity and which entity shall run both Phase 1 and Phase 2 of the School as a Primary School or a Free School or

(b) (where the Council is reasonably satisfied that it is not possible for both Phase 1 and Phase 2 of the School to be transferred to the same entity) such other end user or service provider as shall be directed by the Council and which shall run the School as a Primary School or a Free School. For the avoidance of doubt if any unreasonable delays are caused by the relevant transferee in relation to the transfer under this paragraph 7.9.2, the Owner may, subject to providing to the Council evidence of such delay, commence or permit to be commenced more than 1510 Dwellings on the Site before the transfer is completed.

General

7.10 that the School Site may not be used for any other purpose except as a Primary School or Free School, or any ancillary or connected purpose for use by the County Council or the end user or service provider which is operating the Primary School or Free School, for the education of primary school aged children, unless any part of the School Site (whether it has already been in use as a school or not) is not in the reasonable opinion of the Council required for the provision of the above uses at any time after 10 years of the date of the Occupation of the final Dwelling to be Occupied on the Site in which case paragraph 7.13 below shall apply. For the avoidance of doubt and unless paragraph 7.13 below applies the Owner being the County Council (or successor body) or end user or service provider which is operating the Primary School or Free School, may not at any time Dispose of any part of the School Site except to the County Council as local education authority (or successor body) or another end user or service provider approved in writing by the Council and the Owner (being such Owner as provided Phase 1 of the School and/or Phase 2 of the School (as appropriate) and where there is more than one Owner the approval in writing of all Owners shall be required) who will also use the School Site as a Primary School or Free School.

7.11 that prior to its Disposal of the School Site or any part of the School Site the Owner shall procure that the purchaser (and where applicable jointly and severally) enters into direct covenants with the Council in the form annexed hereto as the Sixth Schedule to this Agreement or in such other form as the Council shall reasonably require to comply with these paragraphs 7.10 to 7.12 (insofar as these paragraphs remains in force and capable of taking effect) to the intent that the said paragraphs 7.10 to 7.12 shall apply to the purchaser and to any subsequent owner on any subsequent Disposal of the School Site or any part of the School Site

7.12 to consent to the Council upon completion of this Deed entering a restriction at HM Land Registry (at the cost of the Owner in respect of administration and registration fees) against the freehold title of the School Site (as is edged red on Plan B entitled "Restriction Plan") in the following terms and subsequently upon any Disposal of the School Site or any part of the School Site (at the cost of the Owner at that time, in respect of administration and registration fees) to enter a restriction against the freehold or leasehold (as appropriate) title of the School Site or such part of the School Site as is subject to such Disposal at HM Land Registry in the following terms:

"No disposition of any part of the registered estate as is shown edged red on the plan entitled "Restriction Plan" (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by South Holland District Council of Council Offices Priory Road Spalding Lincs PE11 2XE (or its successor authority) or their conveyancer that the provisions of paragraphs 7.11 to 7.12 of the Third Schedule of a Section 106 Agreement dated [ ] 2012 made between (1) South Holland District Council and (2) Broadgate Builders (Spalding) Limited and (3) Charles Russell Trustees (UK) Limited, Ian John Canham and David Deas Bissett Clarke and GF Property Limited and (4) Walter David Branton and Christine Elizabeth Branton and (5) Namulas Pension Trustees

Limited and (6) Broadgate Homes Limited and (7) National Westminster Bank PLC have been complied with or that they do not apply to the disposition"

7.13 If (any part of) the School Site is in the reasonable opinion of the Council not required (or no longer required) for any of the uses set out under paragraph 7.10 above at any time after 10 years of the date of the Occupation of the final Dwelling to be Occupied on the Site, (that part of) the School Site shall be offered back to the Owner (being the Owner which transferred the School Site as appropriate), for a nominal value and following the transfer of (that part of) the School Site to the Owner, (that part of) the School Site shall be free from any encumbrances and the restrictions imposed by this Deed.

7.14 The precise boundaries of the School Site shall be agreed between the Owner and the Council (in consultation with the County Council), prior to the Commencement of Phase 1 of the School and where the precise boundaries are in any respect different to the boundaries of the School Site shown on Plan B the Owner consents to the Council applying (at the cost of the Owner in respect of administration and registration fees) to the Land Registry to amend the restriction referred to in paragraph 7.12 above so as to relate to the precise boundaries

7.15 IT IS HEREBY AGREED that in complying with this paragraph 7

(a) where paragraph 7.4 applies (Phase 1 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) the sums payable by the Owner to the Council under paragraph 7.4 shall not exceed £3,000,000 (three million pounds) together with any further sum equivalent to any increase in the Buildings Index on the said sum of £3,000,000 from the date of the Planning Permission to the date that the first payment under paragraph 7.4 is due

(b) where paragraph 7.7 applies (Phase 2 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) the sums payable by the Owner to the Council under paragraph 7.7 shall not exceed £6,000,000 (six million pounds) minus either (as appropriate)

- the sum already paid by the Owner under paragraph 7.4 (but excluding any indexation on that sum) or
- the costs already incurred by the Owner under paragraph 7.5 (but excluding any indexation on those costs)

the resulting sum to be called "the Second Payment" together with any further sum equivalent to any increase in the Buildings Index on the Second Payment from the date of the Planning Permission to the date that the first payment under paragraph 7.7 is due

(c) where paragraph 7.5 applies (Phase 1 of the School to be provided by the Owner)

(i) subject to (iv) below the total cost to the Owner of performing the obligations under paragraph 7.5 shall not be required to exceed £3,000,000 (three million pounds) indexed as required by sub-paragraph (iv) below ("the Maximum Phase 1 School Building Cost") which sum shall exclude all professional and design fees and the cost to the Owner of securing and providing the School Site

(ii) the Maximum Phase 1 School Building Cost shall be calculated as at the date of Commencement of Phase 1 of the School

(iii) the Owner shall use all reasonable endeavours to construct Phase 1 of the School in accordance with the agreed specification and design and any appropriate

Department of Education (or successor body) standard within the Maximum Phase 1 School Building Cost and if for any reason during the construction of Phase 1 of the School it becomes apparent that the cost of constructing Phase 1 of the School will result in the construction costs exceeding the Maximum Phase 1 School Building Cost the Owner may agree with the Council (the Council acting reasonably) amendments to the agreed specification and design of Phase 1 of the School but the Owner shall only be permitted to seek such amendments on one occasion and if the costs still exceed the Maximum Phase 1 School Building Cost the Owner shall be required to meet such costs

(iv) the sum of £3,000,000 referred to in sub-paragraph (i) above shall be increased by an amount equivalent to the increase in the Buildings Index from the date of the Planning Permission until the date referred to in sub-paragraph (ii) above

(d) where paragraph 7.8 applies (Phase 2 of the School to be provided by the Owner)

(i) subject to (iii) below the total cost to the Owner of performing the obligations under paragraph 7.8 shall not be required to exceed £6,000,000 (six million pounds) minus either (as appropriate)

- the sum already paid by the Owner under paragraph 7.4 (but excluding any indexation on that sum) or
- the costs already incurred by the Owner under paragraph 7.5 (but excluding any indexation on those costs)

the resulting sum to be called "the Final Payment" with the Final Payment indexed as required by sub-paragraph (iii) below ("the Maximum Phase 2 School Building Cost") which sum shall exclude all professional and design fees and the cost to the Owner of securing and providing the School Site

(ii) the provisions of paragraph 7.15(c)(ii) and (iii) above shall apply as though all references to Phase 1 were references to Phase 2

(iii) the Final Payment referred to in sub-paragraph (i) above shall be increased by an amount equivalent to the increase in the Buildings Index from the date of the Planning Permission until the date of Commencement of Phase 2 of the School

8 PROVISION OF PRIMARY AND SOCIAL CARE FACILITIES

8.1 Prior to Occupation of 1125 Dwellings, the Owner shall in accordance with details to be submitted to and agreed by the Council provide within the District Centre Primary and Social Care Facilities in the form of a health centre which may be located within the same building as the Community Building (but which for the avoidance of doubt shall not reduce the facilities to be provided within the Community Building for the benefit of the general public).

8.2 Prior to Occupation of 1,500 Dwellings the Owner shall provide Extra Care Facilities within the Northern Local Centre, the type, scope and amount of which will be determined by the Council and the Owner, both acting reasonably and expeditiously, when such provision occurs.

9 MONITORING

For the purposes of monitoring compliance with this Deed the Owner shall serve on the Council notice (in accordance with clause 7.5) of:

(a) the date of Commencement of Development within ten Working Days of the occurrence of the same and every two calendar months thereafter the total number of Dwellings which have been Commenced up to and including Commencement of the 1510th Dwelling

(b) the date of Occupation of the first Dwelling to be Occupied on the Site within ten Working Days of the occurrence of the same and thereafter the date of every subsequent 50th Occupation within ten Working Days of the occurrence of the same and the Owner shall continue to serve such notices up to and including the date on which all of the provisions of the Third Schedule to this Deed have been complied with

(c) the date of Commencement of the Community Building within ten Working Days of the occurrence of the same as required by paragraph 3.3 of the Third Schedule

(d) (where paragraph 7.5 of the Third Schedule applies) the date of Commencement of Phase 1 of the School within ten Working Days of the occurrence of the same as required by paragraph 7.5(c) of the Third Schedule

(e) (where paragraph 7.8 of the Third Schedule applies) the date of Commencement of Phase 2 of the School within ten Working Days of the occurrence of the same as required by paragraph 7.8(c) of the Third Schedule

and all such notices shall be marked for the attention of the Planning Manager or such other officer as the Council shall from time to time notify the Owner

10 **INVALIDITY, ILLEGALITY OR UNENFORCEABILITY**

If any clause or clauses or paragraph or paragraphs of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then the Owner shall not Commence nor permit to be Commenced more than five (5) further Dwellings after the date of such declaration until the Owner has entered into such amending or further agreement(s) (either unilaterally or with the Council) as the Council (acting reasonably) may consider necessary in order to secure so far as possible the provision of the infrastructure and other matters required by this agreement but in a manner intended to overcome such invalidity illegality or unenforceability

FOURTH SCHEDULE
Council's Covenants

Repayment of contributions

1 The Council hereby covenants with the Owner to use all sums received from the Owner under paragraph 2 of the Third Schedule of this Deed (Town Centre Improvements) or paragraph 7.4 or 7.7 of the Third Schedule of this Deed (procurement of Phase 1 of the School by the Council and procurement of Phase 2 of the School by the Council) for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner (being such Owner as paid the contributions under paragraph 2 or paragraph 7.4 or paragraph 7.7 of the Third Schedule (as appropriate)) and the Council shall agree in writing.

2 The Council covenants with the Owner that it will pay to the Owner (being such Owner as made such payment to the Council) such amount of any payment made by the Owner to the Council under paragraph 2 or paragraph 7.4 or paragraph 7.7 of the Third Schedule which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council or its agent has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within (unless otherwise stated and, in which case, the timescale as is set out elsewhere in this Deed shall apply) ten years of the date of receipt by the Council of such payment together with any interest which may have accrued on such payment and which has not been so expended

3 The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the proper and justifiable expenditure of the sums paid by the Owner under this Deed.

Open Space Land

4.1 The Council shall neither use nor permit to be used such of the Open Space Land as is transferred to the Council under paragraph 1 of the Third Schedule other than as amenity areas for the use of the public without the prior written consent of the Owner (being such Owner as transferred the Open Space Land to the Council).

4.2 The Council shall act reasonably at all times in agreeing the detailed specification for any part of or any management plan for the Open Space Land

5. The Council shall neither use nor permit to be used the Recreational Facilities other than as sports pitches, changing facilities and other recreational uses by the general public, without the prior written consent of the Owner (being such Owner as transferred the Recreational Facilities Land to the Council).

Community Building

6. The Council shall neither use nor permit to be used the Community Building Land other than for the purposes referred to in paragraph 3 of the Third Schedule.

Traffic Calming

7. The Council shall act reasonably at all times in agreeing the traffic calming measures on The Parkway (referred to in paragraph 4 of the Third Schedule) with the Owner.

Bridge over Railway

8. The Council shall act reasonably and expeditiously in agreeing and approving the Bridge over the Railway, in accordance with paragraph 5 of the Third Schedule

Bus Contributions

9. Until such time as the Council shall pay the Bus Contribution and any Bus Revenue Support Payment(s) to the County Council in accordance with paragraph 10 below, the Council shall hold any part of the Bus Contribution and any Bus Revenue Support Payment(s) received from the Owner in an interest bearing account and such interest and any unexpended Bus Contribution and/or Bus Revenue Support Payment(s) shall be repaid to the Owner (being such Owner as made such payment to the Council) on the tenth anniversary of its receipt from the Owner if it is not paid by the Council to the County Council under paragraph 10 below

10. Only after receipt of written agreement from the County Council that the Bus Contribution and any Bus Revenue Support Payment(s) shall be used only for the purposes in this paragraph and that any repayment will be in accordance with the terms set out in sub-paragraph 10(iii) below, the Council shall pay the Bus Contribution and any Bus Revenue Support Payment(s) to the County Council, for the County Council to:

    i. use the Bus Revenue Support Payment(s) for the costs of running the buses funded by the Bus Contribution and for no other purpose and
    ii. use the Bus Contributions for the provision of a low floor easy access and Disability Disabled Act 1995 (or successor legislation) compliant bus to serve the Site and for no other purpose; and
    iii. repay to the Owner any sums not expended by the County Council on the tenth anniversary of their receipt by the County Council from the Council and repay to the Owner such reconciliation payment as may be due to the Owner under paragraph 6.2 or 6.5 of the Third Schedule

School

Phase 1 of the School

11.1 Upon receipt of the notice required by paragraph 7.1 of the Third Schedule the Council shall decide whether paragraph 7.4 (Phase 1 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) or paragraph 7.5 (Phase 1 of the School to be provided by the Owner) of the Third Schedule applies to the provision of Phase 1 of the School. The Council shall act reasonably in making such decision and may take such legal advice as the Council feels appropriate. The Owner and the Developer acknowledge that the Council shall take account of such EU law and English law as may be relevant to such decision and that the dispute provisions contained in clause 13 shall not apply to such decision

11.2 The Council shall in accordance with clause 7.5 notify the Developer (where the Developer retains any interest in the development of the Site) AND the Owner of its decision under paragraph 11.1

11.3 where the Council decides that paragraph 7.4 of the Third Schedule applies (Phase 1 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) the Council

(a) shall in consultation with the County Council consider the detailed specification design and bill of quantities submitted by the Owner under paragraph 7.4(a) of the Third Schedule and may require such amendments as may be reasonable and justifiable

(b) shall agree with the Developer (where the Developer retains any interest in the development of the Site) or otherwise the Owner the process for the procurement of Phase

1 of the School but the Developer and the Owner acknowledge that in agreeing the method of procurement the Council will at all times be bound by any rules relating to contracts and procurement contained within the Council's Constitution and such EU law and English law as may pertain to such procurement

(c) shall once the detailed specification design and bill of quantities have been approved proceed expeditiously with the procurement of Phase 1 of the School in accordance with such agreed specification design and bill of quantities and unless prevented by law shall allow the Developer and/or the Owner to tender for the building of Phase 1 of the School

(d) once the successful contractor for Phase 1 of the School has been determined the Council shall notify the Owner in accordance with clause 7.5 of the name and address of the successful contractor to enable the Owner to comply with paragraph 7.4(e) of the Third Schedule (where relevant)

Phase 2 of the School

11.4 Upon receipt of the notice required by paragraph 7.2 of the Third Schedule the Council shall decide whether paragraph 7.7 (Phase 2 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) or paragraph 7.8 (Phase 2 of the School to be provided by the Owner) of the Third Schedule applies to the provision of Phase 2 of the School The Council shall act reasonably in making such decision and may take such legal advice as the Council feels appropriate The Owner and the Developer acknowledge that the Council shall take account of such EU law and English law as may be relevant to such decision and that the dispute provisions contained in clause 13 shall not apply to such decision

11.5 The Council shall in accordance with clause 7.5 notify the Developer (where the Developer retains any interest in the development of the Site) AND the Owner of its decision under paragraph 11.4

11.6 where the Council decides that paragraph 7.7 of the Third Schedule applies (Phase 2 of the School to be procured by the Council or by such other body as may be agreed in writing by the Council and the Owner) the Council shall comply with the provisions of paragraph 11.3 above as if all references to "Phase 1" were references to "Phase 2" and as if all references to paragraph 7.4 of the Third Schedule were references to paragraph 7.7 of the Third Schedule

12 The Council shall act reasonably and expeditiously at all times in determining or approving the provider of the Free School (if applicable) and the precise boundaries of the School Site under paragraph 7 of the Third Schedule

13. (i) Any payments made by the Owner to the Council under paragraph 7.3 of the Third Schedule shall immediately be paid by the Council to the County Council

(ii) Any payments made by the Owner in relation to the principal sums for the contracts for Phase 1 and Phase 2 of the School or in relation to any contingency sums to be requested by the Council in relation to paragraphs 7.4 (b) and 7.7 (b) of the Third Schedule must be reasonable and justifiable and must be held by the Council, not by any other entity. The results of the tendering process, including details of the principal sums for the contracts, must be supplied to the Owner. Until relevant payments are made by the Council in relation to both the contract sums and any contingency sums, those sums must be held in an interest bearing account and interest credited to the benefit of the Owner. All payments made from such principal contract and contingency sums must be fully justified in writing to the Owner. Any amount not accounted for by the Council (and

all interest due on those amounts) must be returned to the Owner within 3 months of practical completion of the relevant Phase of the School.

14. The Council agrees to provide the certificate referred to in paragraph 7.12 of the Third Schedule subject to the Owner and the purchaser complying with the requirements of paragraphs 7.11 and 7.12 of the Third Schedule and subject to all costs and expenses reasonably incurred by the Council in connection with the provision of the certificate (including those incurred in ascertaining whether the terms of this Agreement have been complied with and completion of the Deed of Covenant) being paid by the purchaser

15. Where paragraph 7.13 of the Third Schedule applies to (any part of) the School Site and upon the Council (in consultation with the County Council) being satisfied that (any part of) the School Site is in its reasonable opinion not required as under that paragraph and upon (such part of) the School Site being transferred back to the Owner the Council agrees to sign such application as the Owner may make to the Land Registry to remove from the title of (such part of) the School Site the restriction referred to in paragraph 7.12 of the Third Schedule

Primary and Social Care Facilities

16. The Council shall act reasonably and expeditiously at all times in agreeing the Primary and Social Care Facilities and the Extra Care Facilities under paragraph 8 of the Third Schedule.

17. The Council shall neither use nor permit to be used (unless with written agreement with the Owner) the Primary and Social Facilities and the Extra Care Facilities (as appropriate) for any other purposes except those set out in paragraph 8 of the Third Schedule.

Discharge of obligations

18. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

FIFTH SCHEDULE

Developer's covenants

The Developer hereby covenants with the Council

(a) that where the Developer is the successful contractor in relation to the provision of Phase 1 of the School the Developer shall complete to the reasonable satisfaction of the Council the construction of Phase 1 of the School prior to the Occupation of 750 Dwellings

(b) that where the Developer is the successful contractor in relation to the provision of Phase 2 of the School the Developer shall complete to the reasonable satisfaction of the Council the construction of Phase 1 of the School prior to the Occupation of 1500 Dwellings

SIXTH SCHEDULE

(Form of Deed of Covenant by the purchaser and any subsequent purchaser as referred to in paragraph 7.11 of the Third Schedule)

THIS DEED OF COVENANT *is made the*

BETWEEN:

(1) *[**name(s) of purchaser]** of **[address of Purchaser(s)]** (hereinafter called "the Covenantor"); and*

(2) ***SOUTH HOLLAND DISTRICT COUNCIL*** *of Priory Road Spalding in the County of Lincoln (hereinafter called "the First Covenantee")*

(3) *xxxx [the Owner who transferred the School Site] (hereinafter called "the Second Covenantee")*

NOW THIS DEED WITNESSETH *as follows:*

1 DEFINITIONS

In this Deed unless the context otherwise requires the following words have the following meanings:

a. *"**Agreement**" means the Agreement dated **[xxx]** made between (1) the First Covenantee (2) Broadgate Builders (Spalding Limited) (3) Charles Russell Trustees (UK) Limited and Ian John Canham and David Deas Bissett Clarke and GF Property Limited and (4) Walter David Branton and Christine Elizabeth Branton and (5) Namulas Pension Trustees Limited and (6) Broadgate Homes Limited and (7) National Westminster Bank PLC entered into pursuant to section 106 of the Town and Country Planning Act 1990*

b. *"**Land**" means the land off Hawthorn Bank Spalding in the County of Lincoln shown edged red on the attached plan which comprises [part of] the School Site and which is registered at HM Land Registry [under] [as part of] Title Number **[xxx]***

c. *"**Initial Sale**" means the first sale of the Land following the completion of the construction of [phase 1 [and/or] phase 2 of] the School provided in accordance with paragraph 7 of the Third Schedule to the Agreement for use as a primary school or a free school*

d. *"**School**" has the same meaning ascribed to that term in the Agreement*

e. *"**School Site**" has the same meaning ascribed to that term in the Agreement*

2 INTERPRETATION

In this Deed;-

a. *obligations by any party which comprises more than one person will be deemed to be joint and several*

b. *words importing persons will include firms and companies and vice versa and, where expressed in the singular, will include the plural and vice versa:*

c. *words importing one gender will include the other genders;*

d. *headings are for ease of reference only and will not affect its construction*

3 COVENANTOR'S COVENANT

a. *The Covenantor HEREBY COVENANTS with the First Covenantee and the Second Covenantee and their successors in title and assigns with the intent and to bind the Land and each and every part thereof into whosoever hands the same may come that the Covenantor and its successors in title will perform and observe the obligations and restrictions contained in paragraphs 7.10 to 7.12 of the Third Schedule to the Agreement Provided that the Covenantor shall be released from its obligations to the First Covenantee and the Second Covenantee under this deed where the Covenantor is disposing of the Covenantor's entire interest in the Land and has procured that the subsequent purchaser has executed and delivered to the First Covenantee and the Second Covenantee a deed of covenant in favour of the First Covenantee and the Second Covenantee in the same form as this deed or in such other form as the First Covenantee and the Second Covenantee reasonably require*

b. *In particular the Covenantor will in the case of the Initial Sale and (if required by the First Covenantee where any further application is necessary) any subsequent sale of the Land and so long as the Land remains subject to the provisions of paragraph 7 of the Third Schedule to the Agreement apply (at the cost of the Covenantor in respect of any registration fee payable) to HM Land Registry to enter a restriction in the Proprietorship Register of the registered title of the Land in the form of the restriction set out in paragraph 7.12 of the Third Schedule to the Agreement and will following completion of the registration provide to the First Covenantee and the Second Covenantee a copy (certified by its solicitor as a true copy of the original) of the relevant title registers in respect of the Land confirming the due registration of the restriction*

This Deed is executed as a deed and delivered on the date stated at the beginning of this deed

***SIGNED AS A DEED** by [*
***name of Purchaser]** in the presence of:*

THE COMMON SEAL OF SOUTH HOLLAND DISTRICT COUNCIL was affixed in the presence of:



9753

~~Authorised Signatory:~~

Vicky Thomson

Assistant Director Democratic Services

EXECUTED AS A DEED by BROADGATE BUILDERS (SPALDING) LIMITED in the presence of:

Director:

Director/Secretary:

SIGNED as a DEED by
CHARLES RUSSELL TRUSTEES (UK) LIMITED
acting by a director and its secretary or by two directors:

Signature
Director/authorised signatory

Signature
Director/authorised signatory

SIGNED as a DEED by
IAN JOHN CANHAM
In the presence of:

Witness:

Witness Name (in capitals): SAMANTHA ULYETT

Witness Address: Grosvenor House, 81 London Road, Spalding PE11 2TN

Witness Occupation: Marketing Manager

EXECUTED AS A DEED by DAVID DEAS BISSETT CLARKE
in the presence of:

Witness:
Witness Name (in capitals): SAMANTHA UCHETT
Witness Address: Grosvenor House, 81 London Road, Spalding PE11 2TN

Witness Occupation: marketing manager.

EXECUTED AS A DEED by G F PROPERTY LIMITED
in the presence of:

Director: W. D. Branton.

Director/Secretary: C. E. Branton.

EXECUTED AS A DEED by WALTER DAVID BRANTON
in the presence of:

W. D. Branton.

PAUL RICHARD OSBORNE

Witness:
Witness Name (in capitals):
Witness Address:

ROYTHORNES LLP
ENTERPRISE WAY
PINCHBECK
SPALDING
LINCOLNSHIRE
PE11 3YR

Witness Occupation: SOLICITOR

EXECUTED AS A DEED by CHRISTINE ELIZABETH
BRANTON in the presence of:

C. E. Branton.

PAUL RICHARD OSBORNE

Witness:
Witness Name (in capitals):
Witness Address:

ROYTHORNES LLP
ENTERPRISE WAY
PINCHBECK
SPALDING
LINCOLNSHIRE
PE11 3YR

Witness Occupation: SOLICITOR

Signed John Heraty as attorney for

~~EXECUTED~~ AS A DEED by NAMULAS PENSION TRUSTEES LIMITED in the presence of:

~~Director:~~

~~Director/Secretary:~~

Signature of witness: L Wilson

Name: LEON WILSON

Address: KEYNES HOUSE
TILEHOUSE STREET
HITCHIN
HERTS SG5 2DX

EXECUTED AS A DEED by BROADGATE HOMES LIMITED in the presence of:

Director:

Director/Secretary:

Signed and Delivered as a DEED)
for and on behalf of)
National Westminster Bank plc)
by a duly authorised Attorney)

GAIL WIECZOREK

in the presence of

Witness' Signature – Bank Employee



THE COMMON SEAL OF **SOUTH HOLLAND**)
DISTRICT COUNCIL was affixed in the presence of:)
)

Authorised Signatory:
MATTHEW HOGAN

EXECUTED AS A DEED by **BROADGATE HOMES**)
LIMITED by)
SHARON LESLEY BISSETT-CLARKE)
a duly authorised director in the presence of:)

S.L.B Clarke

Signature of Witness:
Name of Witness:
Address of Witness:

DAVID H CKEN LLB
SOLICITOR
23 NEW ROAD
SPALDING
LINCS
PE11 1DH

EXECUTED AS A DEED by **BROADGATE**)
BUILDERS (SPALDING) LIMITED by)
SHARON LESLEY BISSETT-CLARKE)
a duly authorised director in the presence of:)

S.L.B Clarke.

Signature of Witness:
Name of Witness:
Address of Witness:

DAVID H CKEN LLB
SOLICITOR
23 NEW ROAD
SPALDING
LINCS
PE11 1DH

SIGNED AND DELIVERED AS A DEED for and on)
behalf of **NATIONAL WESTMINSTER BANK PLC**)
by a duly authorised Attorney)

In the presence of

Witness' Signature – Bank Employee

Executed and Delivered as a deed)
for and on behalf of)
NATIONAL WESTMINSTER BANK PLC)
by a duly authorised Attorney)

Kieran Cunningham
Documentor
Credit Documentation
Kilsea

In the presence of:- Thomas Hynes

.....

Witness' Signature - Bank employee