Dated 22 December **2022**

(1) South Holland District Council

and

(2) Seagate Homes (UK) Limited

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

Relating to land off
Cradge Bank, Spalding

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

SHDC Reference: LD/H16-0673-22

Date 22 December. 2022

BETWEEN

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

(2) **SEAGATE HOMES (UK) LIMITED** (Company Registration No. 06620488) of 33 Boston Road South, Holbeach, Spalding, England, PE12 7LR ("the Owner");

INTRODUCTION

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

(B) The Owner is the freehold owner of the Land registered under Title Number LL148860.

(C) The Owner has applied to the Council for outline planning permission for the Land under reference H16-0673-22 for residential development for up to 5 Dwellings.

(D) The Council resolved on 9 October 2022 to grant outline Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed without which Planning Permission for this Development would be refused.

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

(F) The parties agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended

"Application"	means the application for planning permission for the Development and allocated reference number H16-0673-22
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of: • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Land for 5 Dwellings, pursuant to the Planning Permission
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission

"Education Authority"	means the Local Education Authority for the area within which the land is situated.
"Education Contribution"	means a contribution of twenty-five thousand five hundred and three pounds (£25,503) which arises out of the need to provide Secondary School places the contribution of which shall be used towards education provision in Spalding Secondary Planning area
"Health Care Facilities Contribution"	means the sum of £660 per Dwelling which shall be subject to any increases in accordance with the Health Care contribution formula as set out at Annex A to the Deed to be used for the purposes of further reconfiguration of Beechfield Medical Centre
"Health Care Provider"	means the relevant regional health care provider for Lincolnshire Integrated Care Board
"Index"	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
"Indexation"	means indexed as set out in Clause 12 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan

"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan No.1"	means the plan marked "Plan No.1" attached to this Deed labelled as drawing number CBS-SH-PD-LP-1000 being the location plan submitted with the Application
"Plan No.2"	means the plan marked "Plan No.2" attached to this Deed labelled as Sketch Block Plan
"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Plot"	means a plot of land forming part of the Land as shown on Plan No. 2 or otherwise as determined by any Reserved Matters Approval
"Reserved Matters Application"	means an application for Reserved Matters Approval pursuant to the Planning Permission
"Reserved Matters Approval"	means an approval granted by the Council pursuant to the Reserved Matters Application

"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

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

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

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

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

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

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

3. LEGAL BASIS

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

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

4. CONDITIONALITY

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

(a) the grant of Planning Permission; and

(b) the Commencement of Development of any part of the Land

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

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

6. THE COUNCIL'S COVENANTS

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

7. NOTICES AND RECORD KEEPING

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

7.2 The Owner shall serve the Commencement Notice in respect of each Plot upon the Council at least 20 Working Days prior to the Commencement of the Development upon that Plot.

8. THE COUNCIL'S COSTS

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

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

(b) the sum of £1,500 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

9. MISCELLANEOUS

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

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

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

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

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

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

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

9.8 This Deed shall not be enforceable against:

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

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

9.8.3 any party except in relation to a breach hereof relating to a Plot owned by that party

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

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

9.11 It is agreed and declared that the Owner may at any time prior to the date on which such sums are due pay to the Council the sums referred to in the Deed either in relation to the whole of the Land or in relation to a particular Plot

10. WAIVER

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

11. CHANGE OF OWNERSHIP

11.1 The Owner agrees with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of PROVIDED THAT no such notice shall be required in relation to any Plot after all sums due hereunder in relation to that Plot have been paid.

12. INDEXATION

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

13. INTEREST

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

14. VAT

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

15. DISPUTE RESOLUTION

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

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

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

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

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

15.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days written submissions and supporting material and each party will be entitled to make a counter written

submission on the other party's original submission within a further ten Working Days.

16. SECTION 73 APPLICATIONS

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

17. JURISDICTION

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

18. EXECUTION AND DELIVERY

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

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

SCHEDULE 1

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

The Land is part of the former Millfield Nursery, East Road, Spalding Common, Spalding and falling within Title Number LL148860 shown, for identification purposes only, edged red on Plan No.1.

MILLFIELD NURSERIES
SPALDING COMMON

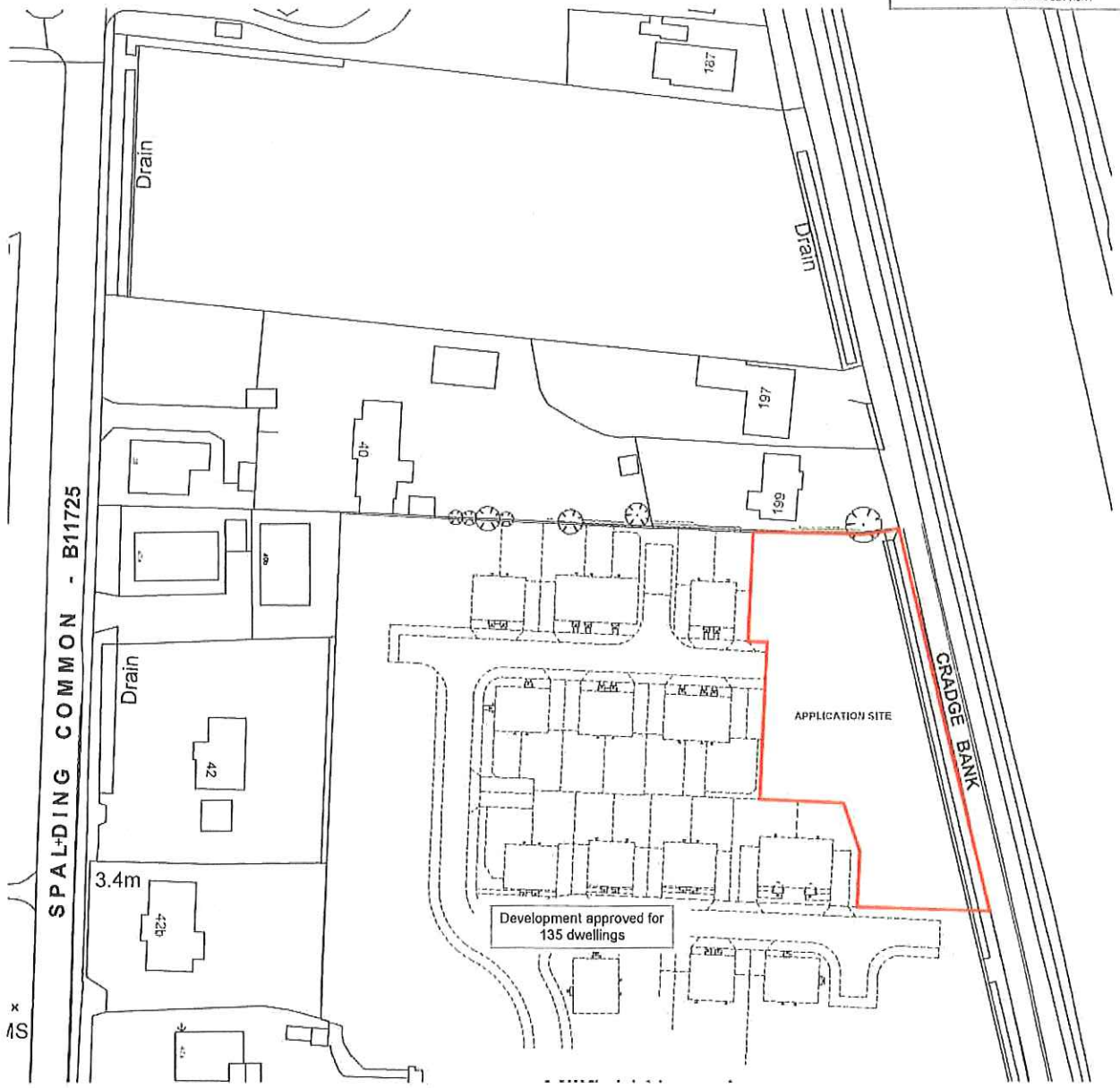
NOTES:

The details depicted on this drawing are the copyright of Seagate Homes and may not be reproduced without permission. This drawing must not be re-issued, loaned or copied without prior consent. Errors, omissions and discrepancies should be reported to the originating body.

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

Do not scale plans - use figured dimensions where given. Any deviation from the drawing is to be reported to the originating body.

IF IN DOUBT ASK!



Revision	Notes	Date

SEAGATE
HOMES

Project:
PROPOSED RESIDENTIAL DEVELOPMENT,
OFF CRADGE BANK, SPALDING, LINCS.

Drawing:
LOCATION PLAN

Drawn: MD	Date: 01.07.2022
Status: PLANNING	Scale: 1:1250 @ A4

Drawing Number:
CBS-SH-PD-LP-1000

N

SCHEDULE 2
DRAFT PLANNING PERMISSION

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

Seagate Homes
Holbeach Manor
Fleet Road
Holbeach
PE12 7AX

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H16-0673-22 **Date of Decision:**

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

Location: Land Off Cradge Bank Spalding

Description: Residential Development

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

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

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

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

Application form
Design and Access Statement. M Sibthorp. June 2022
Flood Risk Assessment. S M Hemmings B Sc C Eng MICE MIWEM. 15th February 2021
CBS-SH-PD-LP-1000

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

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

The development shall be carried out as approved.

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

4 The maximum number of dwellings within the red line boundary shall be limited to five.

Reason: In the interests of residential amenity and the character of the surrounding area. This Condition is imposed in accordance with Policies 2 & 3 of the South East Lincolnshire Local Plan, 2019.

5 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced areas and garden/amenity areas, including any mitigation measures arising as a consequence (for example increased height of boundary treatment). The development shall be constructed and retained in accordance with the details so approved.

The finished ground floor level of new dwellings shall not exceed a level of 3.45m ODN.

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

Reason: To reduce the risk of flooding of the development. and to ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

6 When application is made to the Local Planning Authority for approval of reserved matters, that application shall be accompanied by a scheme of landscaping and tree planting indicating (including screening of bin collection points), inter alia, the number, species, heights on planting and positions of all trees in respect of the land to which that application relates, together with details of post-planting maintenance and such a scheme shall require the approval of the Local Planning Authority before any development is commenced. Such scheme as is approved by the Local Planning Authority shall be

carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

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

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

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

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

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

8 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (S M Hemmings B Sc C Eng MICE MIWEM. 15th February 2021) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

- The finished ground floor level of new dwellings shall be raised to a minimum level of 3.40m ODN
- The finished ground floor level of any new bungalows with sleeping accommodation on the ground floor shall be raised to a minimum level of 3.40m ODN
- These properties shall not be located where the ground level is lower than 2.35m ODN.
- All buildings should include flood resilient construction to a height of 300mm above the predicted flood level
- Occupiers of the property should register with the Environment Agency's Floodline Warnings Direct Service

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

9 Before the commencement 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 Local Planning Authority and the details so approved shall be implemented in full before there are any flows into the receiving systems.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

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

The scheme shall include all of the following measures unless the LPA dispenses with any such requirement in writing:
i) A preliminary risk assessment (desk study) shall be 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 none required). A full copy 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, an exploratory site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed end use. A full copy of the site investigation and findings shall be forwarded to the LPA without delay upon completion.
iii) Thereafter, a written method statement detailing the remediation strategy for land contamination and/or pollution of controlled waters affecting the site and a timetable for their completion shall be submitted to and approved in writing by the LPA. This shall include details of the proposed verification plan including compliance criteria and monitoring details.

No deviation shall be made from this scheme without the express written agreement of the LPA. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspected contamination has been submitted to and agreed in writing by the LPA.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

11 If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 10 above and remediation is required, a full copy of a verification report shall be submitted to, and approved in writing by, the Local Planning Authority prior to the first occupation of the development. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation objectives and criteria has been fully met.

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

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

12 No development shall take place until a written scheme of archaeological investigation has been submitted to and approved in writing by the Local Planning Authority. This scheme should include the following and should be in accordance with the archaeological brief supplied by the Lincolnshire County Council Historic Environment advisor on behalf of the Local Planning Authority:

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

The archaeological site work shall only be undertaken in accordance with the approved written scheme.

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

13 The applicant shall notify the Lincolnshire County Council Historic Environment Department in writing of the intention to commence at least fourteen days before the start of archaeological work required in connection with Condition 12 above in order to facilitate

adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

14 A copy of the final report required in connection with Condition 12 above shall be submitted within three months of the work being carried out to the Local Planning Authority and the Lincolnshire Historic Environment Record. The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

Reason: To ensure satisfactory arrangements are made for the recording of possible archaeological remains in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2021.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

15 A detailed scheme of construction management to minimise disturbance during the construction process through noise, dust, vibration and smoke shall be submitted to and approved in writing by the Local Planning Authority before the development commences and the construction process shall be carried out in accordance with the scheme so approved. It shall also include a method statement, detailing how construction traffic, site personnel vehicles, materials deliveries and site accommodation will be managed to safeguard highway safety, free passage along Cradge Bank and residential amenity.

Reason: In the interests of the amenity of local residents. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

16 The development hereby permitted shall not be commenced before details of the means of storage and disposal of refuse and recycling, as well as appropriate management and maintenance, have been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be fully implemented before the first occupation of relevant dwellings and shall thereafter be retained.

Note: For residential development, reference should be made to the Council's published PRIVATE DRIVES - WASTE VEHICLE COLLECTION SERVICE - GUIDANCE NOTE when submitting these details.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

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

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

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

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

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

19 The water consumption of each dwelling hereby permitted should not exceed the requirement of 110 litres per person per day (as set out as the optional requirement in Part G of the Building Regulations 2010 and the South East Lincolnshire Local Plan, 2019). The person carrying out the work must inform the Building Control Body that this duty applies. A notice confirming the requirement for the water consumption has been met shall be submitted to the Building Control Body and Local Planning Authority, no later than five days after the completion of each individual dwelling.

Reason: To protect the quality and quantity of water resources available to the district.
This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

Notes:

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

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

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

The applicant is reminded that it is an offence under the wildlife and Countryside Act, 1981 (as amended) to kill, injure, or take (handle) any protected species occupying a place of shelter or protection and also to take, damage or destroy the nest of any wild bird while that nest is in use or being built. If evidence of bats is found before or whilst the work is carried out you are advised to contact Natural England at their Lincoln office (telephone 03000 603900).

Should unexpected contamination be discovered on the site at any time, the applicant is advised to contact the District Council's Environmental Protection department immediately.

Phil Norman
Head of Planning
South Holland District Council

12th October 2022

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

SCHEDULE 3
THE OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1. EDUCATION CONTRIBUTION

1.1 Not to Occupy or permit the Occupation of any Dwelling unless and until the Education Contribution relating to that Dwelling has been paid to the Council in full.

2. HEALTHCARE FACILITIES CONTRIBUTION

2.1 Not to Occupy or permit the Occupation of any Dwelling unless and until the Healthcare Facilities Contribution relating to that Dwelling has been paid to the Council in full.

SCHEDULE 4
COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. EDUCATION CONTRIBUTION

1.1 To notify the Education Authority within 10 working days of receipt of the Education Contribution that the Council is in receipt of the Education Contribution.

1.2 To pay the Education Contribution to the Education Authority upon receipt of a document from the Education Authority confirming that they will:

1.2.1 apply the Education Contribution towards education provision in Spalding Secondary Planning area, the need of which arises from the Development and for no other purposes whatsoever.

1.2.2 return any unspent part of the Education Contribution to the Council after the expiry of 10 years from the date of receipt of the Education Contribution.

1.3 to pay to the Owner any unspent monies received by them pursuant to paragraph 1.2.2 within 28 days of receipt from the Education Authority or if such sum is not then paid to the Education Authority then to repay to the Owner within 10 years of receipt by the Council of the final Education Contribution.

2. HEALTH CARE FACILITIES CONTRIBUTION

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

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

2.2.1 apply the Health Care Facilities Contribution for the purposes of the further reconfiguration of Beechfield Medical Practice, the need of which arises from the Development and for no other purposes whatsoever; and

2.2.2 return any unspent part of the Health Care Facilities Contribution to the Council after the expiry of 10 years from the date of receipt of the Health Care Facilities Contribution.

2.3 To pay to the Owner any unspent monies received by them pursuant to 2.2.2 within 28 days of receipt from the Health Care Provider or if such sum is not then paid to the Health Care Provider then to repay to the Owner within 10 years of receipt by the Council of the final Health Care Facilities Contribution

3. GENERAL

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

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

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



Authorised Signatory

EXECUTED as a **DEED** by

SEAGATE HOMES (UK) LIMITED

acting by a Director

in the presence of

Signature of Director

Signature of Witness

Name ADAM MURFET

Address 135F Eastgate, Deeping St James, PE6 8RB

Occupation MD

Annex A

HEALTHCARE CONTRIBUTION FORMULA

	Average list size per GP	Required m2	£ per m2	Total cost	£per person
GP team	1,800	170	2,300	£391,000	217
GP furnishings	1,800			£20,000	12
					229
Contingency requirements @ 20%					46
Total per resident					275
Total per dwelling (resident x 2.4)					660

The Table above shows the contribution fomula which is based on the needs of a Primary Care Health Team and associated administration support. By applying average national list sizes to these groups and identifying the required area and furnishing, a total of £275 per patient is determined. This figure is multipled by 2.4 (the average number of persons per dwelling for the South Holland area) to provide a funding per dwelling of £660

NB The figures may be reviewed and the most current figure published at the time of the payment of the contribution should be used