H16-1203-22

Dated 6th February **2025**

(1) South Holland District Council

and

(2) Sea Island Developments (Spalding) Limited

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

Relating to land adjacent to Roman Bank, Spalding

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

SHDC Reference: LD/H16-1203-22

Date 6th February 2025

BETWEEN

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

(2) and

(3) **SEA ISLAND DEVELOPMENTS (SPALDING) LIMITED** (Company Registration No 13952721) of West 2 Asama Court, Newcastle Business Park, Newcastle Upon Tyne, NE4 7YD ("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) Further to completion of a transfer dated 2 October 2024 and made between (1) Millhouse (North) Limited (acting by the Receivers) and (2) the Owner, the Owner is entitled to be registered as the legal freehold owner of the Land and an application has been made to HM Land Registry to enable such registration to take place and has been allocated title number LL159415.

(C) The Owner has via his agents applied to the Council for planning permission for the Land under reference H16-1203-22 for a proposed extra care accommodation.

(D) The Council resolved under delegation authority to grant Planning Permission for the Development in accordance with the Application subject to the parties entering this Deed without which Planning Permission for the Development would be refused.

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

(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
"Apartments"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development (Full) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of • 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 proposed extra care accommodation with associated access, car parking and landscaping, pursuant to the Planning Permission

"Health Care Facilities Contribution"	means a contribution of twenty thousand nine hundred pounds (£20,900) which shall be used towards the expansion in capacity through remodelling/changes to layout or extension to existing facilities within the Spalding Primary Care Network (PCN) at Beechfield Medical Centre and/or Munro Medical Centre or alternatively the funding may, where appropriate, be used to support expansion in capacity at an alternative general practice site as required to meet the local population health need.
"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 13 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Occupation" and "Occupied"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or

	display or occupation in relation to security operations.
"Plan"	means the plan attached to this Deed labelled as drawing number 4238-JDK-DR-A-1001 being the site location plan submitted with the Application
"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Practical Completion"	means the completion of a dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate issued pursuant to the then current Building Regulations shall be conclusive evidence that a dwelling is practically complete.
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

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

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

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

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

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

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

3. LEGAL BASIS

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

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

4. CONDITIONALITY

4.1 This Deed and the obligations and liability contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8, 9.3 and 12 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE 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 upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

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

9. MISCELLANEOUS

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

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

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

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

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

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

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

9.8 This Deed shall not be enforceable against:

9.8.1 owners occupiers or tenants of Apartments;

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

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

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

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

10. WAIVER

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

11. CHANGE OF OWNERSHIP

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

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 Schedules Three and Four divided by the Index figure last published prior to the date of this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

13. INTEREST

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

14. VAT

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

15. DISPUTE RESOLUTION

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

15.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the

time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

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

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

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

15.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

16. SECTION 73 APPLICATIONS

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

17. JURISDICTION

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

18. EXECUTION AND DELIVERY

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

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

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

135075

Authorised Signatory

AD Housing

EXECUTED as a **DEED** by **SEA ISLAND DEVELOPMENTS (SPALDING) LIMITED** acting by:

Signature of Director

Signature of Witness

Witness name (print): ASHLEY TURNER

Witness Address: 53 Clifton Ville Gardens NE26 1QL.

SCHEDULE 1

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

The Land is known as land at Roman Bank, Spalding and falling within Title Number LL159415 shown edged red, for identification purposes, on the Plan.

NOTES:
1. DO NOT SCALE from the drawing
2. Further dimensions required to be requested from the project technical team
3. Report discrepancies to JDDK project team immediately
4. This model file contains the following consultants model files:-

a) Structural Engineer
b) Mechnical Model
c) Electrical Model
d) Subcontractor Model



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1 *Site Location Plan*
1 : 1000

0m 50m 100m

REV	ISSUED BY	DATE	DESCRIPTION
REVISION LOG			

JDDK Architects
Millmount Ponteland Road
Newcastle upon Tyne
NE5 3AL
t. 0191 286 0811
f. 0191 286 3870
e. millmount@jddk.co.uk
DISCOVER DESIGN DELIVER
jddk.co.uk

CLIENT
Sea Island Developments

PROJECT TITLE
Roman Bank Extracare

PROJECT ADDRESS
Former Jewsons Builders Merchants Site, Roman Bank, Spalding PE11 2AL

TITLE
Site Location Plan

MAIN CONTRACTOR

QUANTITY SURVEYOR	M&E CONSULTANT
STRUCTURAL CONSULTANT	OTHER CONSULTANT

DRAWING No.	REV
4238-JDK-DR-A-1001	

JDDK INTERNAL REF:	4238	JDDK REF NO:	10.01
SCALE:	1 : 1000 @ A3	INITIAL ISSUE:	10/04/22
DRAWN BY:	SD	CHECKED BY:	KT
STATUS:	PURPOSE OF ISSUE: PLANNING		

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

Dpp
Studio 012, Haylofts
St Thomas Street
Newcastle Upon Tyne
Tyne And Wear
NE1 4LE

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H16-1203-22 **Date of Decision:**

Applicant: Sea Island Developments (Spalding) Ltd.
C/O Dpp
Studio 012 Haylofts
St Thomas Street
Newcastle Upon Tyne
NE1 4LE

Location: Land Adjacent Roman Bank Spalding

Description: Proposed extra care accommodation with associated access, car parking, and landscaping

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

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

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

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

Application Form
4238-JDK-DR-A-1001 - Site Location Plan
4238-JDK-DR-A-1003 Rev 7 - Proposed Site Plan
4238-JDK-DR-A-2001 Rev 5 - Basement and Ground Floor Plan
4238-JDK-DR-A-2002 Rev 1 - First and Second Floor Plan

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4238-JDK-DR-A-2003 Rev 1 - Third Floor and Roof Plan
4238-JDK-DR-A-3010 Rev 5 - Proposed Elevations
4238-JDK-DR-A-4001 - Site Sections
1607-2-1 Rev F - Landscape Strategy Plan
P22-311-HYD-XX-XX-DR-C-0110 Rev P02 - Vehicle Tracking
P22-311-HYD-XX-XX-DR-C-1100 Rev P02 - Basement Drainage Layout
P22-311-HYD-XX-XX-DR-C-1000 Rev P03 - Drainage Layout
P22-311-HYD-XX-XX-DR-C-2000 Rev: P02 - Proposed Levels Plan
Statement of Community Involvement. DP/JK/4879NE/R003. November 2022
Planning Statement. DP/LH/4879NE/R001. November 2022
Design and Access Statement. Rev 1 Revised March 2023
Tree Constraints Plan ARB-CP-2989/TCP
Arboricultural Method Statement inc. Impact Assessment. ARB/CP/2989. December 2022
Business Case. EVIDENCE AND INFORMATION IN SUPPORT OF THE DEVELOPMENT OF SPECIALISED SUPPORTED HOUSING FOR OLDER PEOPLE
Noise Impact Assessment. 10241.1 Rev B. 29 April 2024
Transport Statement. 1079.2.TS Rev 2. 17 March 2023
Biodiversity Net Gain Assessment (Version 3) dated 10 March 2023
Ecology Appraisal. 22268 V3. Dated 10 March 2023
Watercourse Survey 22268 V1. 15 September 2023
Flood Risk Sequential & Exception Test - November 2022 DP/LH/4879NE/R002
Flood Risk and Drainage Impact Assessment. P22-311-ZZ-XX-HYD-RP-C-9000 P03. 31 March 2023
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 1-20)
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 21-40)
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 41-60)
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 61-80)
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 81-100)
Phase 1 Geo-environmental Assessment dated 17 March 2023. P22-311-3E-XX-XX-RP-G-9000. (pages 101-128)

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

3 Before any development above ground level is commenced, 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.

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4 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order or Statutory Instrument revoking and re-enacting that Order), the premises shall be used only as an extra care accommodation (Use Class C2) and for no other purpose (including any other purpose in Class C of the Schedule to the Town & Country Planning (Use Classes) Order 1987 (as amended), or in any Order or Statutory Instrument revoking and re-enacting that Order).

Reason: To ensure that the Local Planning Authority retains control over the future use of the premises/site in the interests of its potential occupiers and in order to ensure that the buildings are used for the purposes identified within the application.

5 The development hereby permitted shall not be commenced, with the exception of any site clearance works or works required to gain access (which shall be limited to an extent agreed in writing with the Local Planning Authority), 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 Local Planning Authority dispenses with any such requirement in writing:

i) As identified as being required following the completion of the Hydrock 3E Phase I Geo-environmental Assessment P22-311-3E-XX-XX-RP-G-9000 dated 17 March 2023, 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. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.

ii) Thereafter, a written method statement detailing the remediation 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 further 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.

6 If contamination of land and/or pollution of controlled waters has been identified as a result of investigation undertaken in accordance with Condition 5 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 Policy 30 of the South East Lincolnshire Local Plan, 2019.

7 The development hereby permitted shall not be commenced until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority (LPA).

The Construction Environmental Management Plan (CEMP) shall set out, as a minimum:

- site specific measures to control and monitor impact arising in relation to construction traffic; disturbance during the construction process through noise and vibration, dust and air pollutants, land contamination, ecology, and ground water.

- It shall also set out arrangements by which the developer shall maintain communication with residents and businesses in the vicinity of the site, and by which the developer shall monitor and document compliance with the measures set out in the Construction Environmental Management Plan (CEMP).

No development shall take place until the Construction Environmental Management Plan (CEMP) has been approved in writing by the Local Planning Authority and the construction process and development hereby permitted, shall be carried out in full accordance with the
Construction Environmental Management Plan so approved, at all times. No deviation shall be made from this scheme without the express written agreement of the LPA.

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.

8 Prior to the commencement of any development hereby permitted, a Construction Management Plan and Method Statement shall have been submitted to, and approved in writing by, the Local Planning Authority.

No development shall take place until the Construction Management Plan and Method Statement has been approved in writing by the Local Planning Authority and the development hereby permitted shall be undertaken in accordance with the details so

approved.

The Construction Management Plan and Method Statement shall indicate measures to mitigate against the adverse impacts of vehicle movements and vehicle parking and shall include;
- the phasing of the development to include access construction;
- the parking of vehicles of site operatives and visitors;
- the loading and unloading of plant and materials;
- the storage of plant and materials used in constructing the development;
- wheel washing facilities;
- a strategy stating how surface water run off on and from the development will be managed during construction and protection measures for any sustainable drainage features. This should include drawing(s) showing how the drainage systems (temporary or permanent) connect to an outfall (temporary or permanent) during construction.

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

9 No part of the development hereby permitted shall be occupied before the works to improve the public highway by means of upgrading the existing crossing at the Roman Bank/Holbeach Road (A151) junction to a formal uncontrolled pedestrian crossing with tactile paving have been certified complete by the Local Planning Authority.

Reason: To ensure the provision of safe and adequate means of access to the permitted development.

10 Prior to the occupation of any part of the development hereby permitted, details of a 1.8 metre wide footway, to connect the development to the existing footway network, shall have been submitted to, and approved in writing by the Local Planning Authority. The works shall also include appropriate arrangements for the management of surface water run-off from the highway.

The 1.8 metre wide footway and associated works shall be completed in accordance with the approved details prior to first occupation of any part of the development hereby approved.

Reason: To ensure the provision of safe and adequate pedestrian access to the permitted development, without increasing flood risk to the highway and adjacent land and property.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

11 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (prepared by Hydrock 3E Limited, ref: P22-311-ZZ-XX-HYD-RP-C-9000, dated 31 March 2023) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

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- The ground floor finished floor levels will be set no lower than 5.35 metres above Ordanance Datum (AOD) in order to provide safe refuge for the residents.

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

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

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

12 Before the commencement of the development hereby granted, full details of a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall:
- be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development;
- provide flood exceedance routing for storm event greater than 1 in 100 year;
- provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the the existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the developed site;
- provide attenuation details and discharge rates which shall be restricted to 5 litres per second;
- provide details of the timetable for any phasing of implementation for the drainage scheme; and
- provide details of how the scheme shall be maintained and managed over the lifetime of the development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements required to secure the operation of the drainage system throughout its lifetime.

No part of the development shall be occupied until the approved scheme has been completed or provided on the site in accordance with the approved phasing. The approved scheme shall be retained and maintained in full, in accordance with the approved details.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This 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

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National Planning Policy Framework, December 2023.

13 Prior to the construction above damp proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate to the public network, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent environmental and amenity problems arising from flooding.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

14 The development hereby permitted shall be carried out in strict accordance with drawing no. P22-311-HYD-XX-XX-DR-C-2000 Rev: P02. The site levels of the development hereby permitted shall be constructed, graded and retained in accordance with this approved plan.

Reason: To reduce the risk of flooding of the development and to ensure appropriate finished site and floor levels of the development, in the interests of the visual and architectural relationship with adjacent development.
This Condition is imposed in accordance with Policy 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019 and Section 14 of the National Planning Policy Framework, December 2023.

15 Before the development hereby permitted is occupied, the landscaping and tree planting for the site shall be carried out and completed in its entirety, in accordance with the approved landscape strategy and drawing no. 1607-2-1 rev: F, indicating the specific number, species, heights on planting and positions of all the trees and planting.

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.

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

16 Prior to the occupation of the development hereby permitted, details of the external storage area for refuse and recycling, as well as full details of the arrangement for private refuse/recycling collection, shall have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to any occupation of the development and thereafter retained for the lifetime of the development.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, in the interests of the appearance of the site and the area within which it is set and to ensure appropriate arrangements are in place for the collection of refuse/recycling. This application has been approved on the basis that storage will be provided internally, at the first instance, prior to collection with the approved plans specifying a bin storage area.

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

17 The development hereby permitted shall be carried out in accordance with the recommendations contained in the Ecological Appraisal prepared by OS Ecology Ltd, dated March 2023, including the need for pre-commencement checking surveys to be carried out, with the exception of the details required by Condition 19 of this permission.

Should any protected species be identified, or matters arise that were not otherwise previously encountered through the Ecological Appraisal, works shall stop and a detailed mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority prior to works recommencing.

Reason: In the interests of the protection of local wildlife and in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2, 3 and 28 of the South East Lincolnshire Local Plan, 2019 and the Environment Act 2021.

18 The development hereby permitted shall be carried out in accordance with the recommendations and mitigation measures (avoidance, strategy and compensation scheme) contained in Watercourse Survey prepared by OS Ecology, dated September 2023, including the need for pre-commencement checks to be carried out in accordance with the mitigation recommendations outlined within the survey.

Should any protected species be identified, or matters arise that were not otherwise previously encountered through the Watercourse Survey, works shall stop and a detailed mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority prior to works recommencing.

Reason: In the interests of the protection of local wildlife and in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2, 3 and 28 of the South East Lincolnshire Local Plan, 2019 and the Environment Act 2021.

19 Prior to the occupation of the development hereby permitted, a scheme shall be submitted to and agreed in writing by the Local Planning Authority for the location of bat and bird boxes to encourage wildlife development. The agreed scheme shall be implemented prior to the completion of the development.

Reason: In the interests of the protection of local wildlife.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

20 Prior to the first occupation of the development, details of an external lighting scheme for the premises shall be submitted to and agreed in writing by the Local Planning Authority. The external lighting scheme shall take account of the recommendations outlined within the Ecological and Watercourse Surveys and clearly demonstrate the schemes compliance with such recommendations.

The external lighting scheme shall be implemented in accordance with the approved

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scheme.

Reason: In the interests of amenity and public safety.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

21 During the construction of the development no tree or shrub felling, lopping or clearance shall take place between February and the end of July (inclusive of both months stated) and no such works shall take place should the presence of bird nesting be found.

Reason: To ensure that birds and their nests are protected during the nesting season.
This Condition is imposed in accordance with national guidance contained in Section 15 of the National Planning Policy Framework, December 2023.

22 Before the development whereby approved is first brought into use, all recommendations outlined in the Noise Impact Assessment (Apex Acoustic report 'Roman Bank Spalding, Noise impact assessment' ref 10241.1 dated 29th April 2024 Rev B) shall be implemented, completed in full and shall be thereafter maintained, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of residential amenity and in accordance with Policy 2, 3 and 30 of the South East Lincolnshire Local Plan (2019).
This Condition is imposed in accordance with Policy 2, 3 & 30 of the South East Lincolnshire Local Plan, 2019.

23 Before any of the units hereby approved are occupied or brought into use, a noise validation report, demonstrating compliance with the recommendations outlined in condition 22 above, shall be submitted to and approved by the Local Planning Authority. Such noise protection measures shall thereafter be maintained and operated in accordance with the approved scheme.

Reason: In the interests of residential amenity and in accordance with Policy 2, 3 and 30 of the South East Lincolnshire Local Plan (2019).
This Condition is imposed in accordance with Policy 2, 3 & 30 of the South East Lincolnshire Local Plan, 2019.

24 The rating level of the noise emitted from fixed plant and equipment (mechanical and electrical) located at the site, shall not exceed the existing background level as established in the Noise Impact Assessment (Apex Acoustic report 'Roman Bank Spalding, Noise impact assessment' ref 10241.1 dated 29th April 2024 Rev B), at any premises used for residential purposes that surrounds the site, when assessed in accordance with BS 4142:2014+A1(2019).

Reason: To ensure that the amenities of occupiers of other premises in the vicinity are protected, and in accordance with Policy 2, 3 and 30 of the South East Lincolnshire Local Plan (2019).
This Condition is imposed in accordance with Policy 2, 3 & 30 of the South East Lincolnshire Local Plan, 2019.

25 Prior to the first occupation of the development hereby permitted, the provision of cycle

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storage for 6 bicycles shall be provided and made available, in accordance with drawing no. 4238-JDK-DR-A-1003 Rev: 7. The cycle storage shall be retained thereafter for lifetime of the development.

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

26 Five swift nest bricks shall be incorporated within the external walls of the development hereby approved and shall be retained thereafter.

Reason: In the interests of biodiversity.
This Condition is imposed in accordance with Policy 28 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 by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

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

Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.

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

A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.

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

The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer

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adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.

The permitted development requires the formation of a new/amended vehicular access. These works will require approval from the Highway Authority in accordance with Section 184 of the Highways Act. Any traffic management required to undertake works within the highway will be subject to agreement. The access must be constructed in accordance with the a current specification that is current at the time of construction issued by the Highway Authority. Any requirement to relocate existing apparatus, underground services or street furniture because of the installation of an access will be the responsibility, and cost of the applicant and must be agreed prior to a vehicle access application. The application form, costs and guidance documentation can be found on our website, accessible via the following link:

https://www.lincolnshire.gov.uk/licences-permits/apply-dropped-kerb

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

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

The highway improvement works referred to in the conditions above are required to be carried out by means of a legal agreement between the landowner and the County Council, as the Local Highway Authority.

For further guidance please visit out website:
https://www.lincolnshire.gov.uk/highways-planning/works-existing-highway

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

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

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

19th August 2024

BUILDING REGULATIONS:

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

SCHEDULE 3

(THE OWNER'S COVENANTS)

The Owner covenants with the Council as follows:

1. HEALTHCARE FACILITIES CONTRIBUTION

1.1 Not to Occupy or permit the Occupation of more than 50% of the Apartments unless and until the Healthcare Facilities Contribution has been paid to the Council in full.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. HEALTH CARE FACILITIES CONTRIBUTION

1.1 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.

1.2 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:

1.2.1 apply the Health Care Facilities Contribution for the purposes of the expansion in capacity through remodelling/changes to layout or extension to existing facilities within the Spalding Primary Care Network (PCN) at Beechfield Medical Centre and/order Munro Medical Centre or alternatively the funding may, where appropriate, be used to support expansion in capacity at an alternative general practice site as required to meet the local population health need. the need of which arises from the Development and for no other purposes whatsoever; and

1.2.2 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.

1.3 To pay to the Owner any unspent monies received by them pursuant to 1.2.2 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 Health Care Facilities Contribution.

2. GENERAL

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

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