Dated 15th September **2021**

(1) South Holland District Council

and

(2) Elizabeth Mary Asprey and Suzanne Frances Tunnard

This Agreement is signed in Counterpart

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

Relating to land to the west of
Coalbeach Lane South, Surfleet, Spalding

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

SHDC Reference: LD/H17-0236-20

Date 15th September 2021

BETWEEN

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

(2) **ELIZABETH MARY ASPREY** of Gracious Pond House, Chobham, Woking, Surrey, GU24 8HL and **SUZANNE FRANCES TUNNARD** of ~~Keepers Cottage, Little Lane, Docking, Kings Lynn, Norfolk, PE31 8NT~~ 24 Eastland Grange Nunstanton PE36 5FA ("the Owners");

INTRODUCTION

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

(B) The Owners are the freehold owner of the land registered under title number LL269504 which is subject to a Unilateral Notice in favour of PJK Eastern Limited (Company Registration No. 10757131) of 33 Boston Road South, Holbeach, Spalding, PE12 7LR referred to in entry number 4 of the charges register of title number LL269504 relating to an option to purchase part of the land tinted mauve on the title plan, which is the subject of the Application.

(C) Seagate Homes (UK) Ltd (Company Registration No. 06620488) of 33 Boston Road South, Holbeach, Spalding, PE12 7LR have via their agent applied to the Council for planning permission for the Land under reference H17-0236-20 for residential development for 60 Dwellings.

(D) The Council resolved on 25 June 2021 to grant Planning Permission for the Development in accordance with the Application subject to the Owners entering this Deed without which Planning Permission for this Development would be refused.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being 12 of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated July 2021, or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede the same
"Affordable Housing Contribution"	means a financial contribution calculated in accordance with the Affordable Housing Contribution formula set out at Annex A Part 1 or Part 2 to this Deed
"Affordable Housing Plan"	means the plan identifying the proportion and distribution of the Affordable Housing included within the Development being labelled as the Affordable Housing Scheme Site Layout Plan and identified as drawing number 415.AHS.01 and attached at Annex B or as otherwise agreed with the Council
"Affordable Housing Provider"	means (a) a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the

	Development) (b) a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England or (c) an alternative affordable housing provider (including but not limited to a housing trust or company, a community land trust or an almshouses society) which has been approved by the Council in writing (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Scheme"	means the scheme for securing the Affordable Housing and detailing the design, tenure, mix, size and location of the Affordable Housing to be provided as part of the Development and consisting of 8 Affordable Rent Dwellings being 2 x one-bedroom houses, 4 x two-bedroom houses and 2 x three-bedroom houses and 4 Shared Ownership Dwellings being 2 x two-bedroom houses and 2 x three-bedroom houses together with the identity of the Affordable Housing Provider or such other tenure or unit mix as the Council may approve (in its absolute discretion)
"Affordable Rent Dwelling"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and where the rent and service charge must not exceed the local housing allowance for the relevant area which is reviewed annually

	and "Affordable Rent" shall be construed accordingly
"Application"	means the application for planning permission for the Development and allocated reference number H17-0236-20
"Chargee"	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings) or any persons or bodies deriving title through such mortgagee or chargee or Receiver
"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 and other site survey works,

	• 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, • the temporary display of site notices or advertisements, and • temporary access construction works
"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 60 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 two hundred and six thousand, seven hundred and sixty nine pounds (£206,769) which shall be used towards an extension of an existing Spalding secondary school or towards the land or build of a new secondary school in Spalding
"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford determined with regard to local incomes and local house prices and who will be proposed as the owners and/or occupiers of an Affordable

	Dwelling in accordance with a Nomination Agreement **AND FOR THE AVOIDANCE OF DOUBT** no national or local prioritisation criteria shall apply in respect of Shared Ownership Dwellings where those provisions would prevent it from being included on Homes England's National Affordable Housing Programme or any successor programme approved by the Council in writing
"Health Care Facilities Contribution"	means a contribution of thirty nine thousand, six hundred pounds (£39,600) which shall be used towards improving health care facilities within the District to deal with the increased patient numbers
"Health Care Provider"	means the relevant regional health care provider for NHS England
"Homes England"	means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government and trading as Homes England or such successor body for the time being having or being entitled to exercise the power to regulate affordable housing providers now conferred on such organisation under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same
"Index"	means 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 (acting reasonably)
"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
"Market Dwelling"	means a dwelling forming part of the Development which is general market housing for sale or rent on the open market and which is not Affordable Housing
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Affordable Rent Dwellings will be let on the Council's housing register substantially in the form set out and attached hereto at Schedule 5, subject to such amendments as the Council may approve
"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 and "Occupy" shall be construed accordingly
"Plan"	means the plan attached to this Deed labelled as drawing number 145.LP.01 being the location plan submitted with the Application

"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Application which is subject to this Deed and attached in draft hereto at Schedule 2 or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"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.
"Protected Person"	means a person who: 1.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.3 has been granted a Shared Ownership Lease by the Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by

	the tenant and a share is owned by the Affordable Housing Provider or other body or organisation) in respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire freehold or leasehold of the Affordable Dwelling.
"Rented Dwellings"	means dwellings which are available to rent from an Affordable Housing Provider which will include either Affordable Rent Dwellings or Social Rented Dwellings
"Shared Ownership Dwellings"	means dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	means a lease in a form of the Homes England's model shared ownership lease or where there is no such form in a form approved by the Council. Such lease to provide for the following: - not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Affordable Housing Provider - power to the purchaser to increase their ownership to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Affordable Housing Provider

	subject to annual increases not exceeding the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England and as is agreed between the Council and the Owners (acting reasonably)
"Social Rented Dwellings"	means dwellings owned by either the Council or an Affordable Housing Provider which are let at target rents determined by government guidelines through the national rent regime or its equivalent successor document on a secure basis to those persons who are in housing need.
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

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

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

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

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

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

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

3. LEGAL BASIS

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

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

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of Planning Permission; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 8.1, 9.3 and 11 (legal costs, local land charge and change of ownership clauses) which shall come into effect immediately upon completion of this Deed.

5. THE OWNERS' COVENANTS

5.1 The Owners covenant with the Council as set out in Schedule 3

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners to comply with its obligations as set in Schedule 4.

7. NOTICES AND RECORD KEEPING

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

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

8. THE COUNCIL'S COSTS

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

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

(b) the sum of £2,500 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 Owners from the Council under the terms of this Deed such

agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed

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

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

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

9.8 This Deed shall not be enforceable against:

9.8.1 freehold or leasehold owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1.10 of Schedule 3) nor against those deriving title from them;

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

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

9.9 The provisions of paragraph 1 of Schedule 3 of this Deed (Affordable Housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee **PROVIDED THAT** the Chargee has complied with the requirements of paragraph 1.11 of Schedule 3 of this Deed.

9.10 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.

9.11 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 Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. CHANGE OF OWNERSHIP

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

12. INDEXATION

12.1 The sums referred to in the Schedules shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedules Three and Four divided by the Index figure last published prior to the date of the 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 Each amount stated to be payable by the Council or the Owners to the other under or pursuant to this Deed is exclusive of VAT (if any).

14.2 If any VAT is at any time chargeable on any supply made by the Council or the Owners under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

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 (including any dispute over the calculation of an Affordable Housing Contribution under Annex A) 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 (acting reasonably) 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 (10) 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 OWNERS' TITLE, AND DESCRIPTION OF THE LAND

The Land is known as land to the west of Coalbeach Lane South, Surfleet, Spalding and falling within Title Number LL269504 being shown tinted mauve on the title plan and identified shown edged red on the Plan.

COALBEACH LANE - SURFLEET



NOTES:

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

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

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

IF IN DOUBT ASK!

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Revision	Notes	Date

SEAGATE HOMES

Project
PROPOSED RESIDENTIAL DEVELOPMENT,
COALBEACH LANE, SURFLEET

Drawing
LOCATION PLAN

Drawn: MD Date 04.12.2020

Status: PLANNING Scale 1:1250 @ A2

Drawing Number
CLS-SH-SP-AR-002

SCHEDULE 2
DRAFT PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

Studio 11 Architecture
The Boathouse
Harbour Square
Nene Parade
Wisbech Cambs
PE13 3BH

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H17-0236-20 **Date of Decision:**

Applicant: Seagate Homes (Uk) Ltd
C/O Studio 11 Architecture
The Boathouse, Harbour Square
Nene Parade
Wisbech Cambs
PE13 3BH

Location: Land To The West Of Coalbeach Lane South Surfleet Spalding Lincs

Description: Residential development of 60 dwellings

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
Protected Species Report
Hillier Ecology Extended Phase 1 Survey Dated February 2020
Hillier Ecology Response Dated 17th August 2020
SITE INVESTIGATION REPORT C14949
Flood Risk Assessment. S M Hemmings B Sc C Eng MICE MIWEM.

Design and Access Statement. March 2020. Project no: 415. Rev B
415.LP.01B
415.SL.01H
CLS-SH-SITE SEC - SK1
Affordable Housing Scheme Rev E
415.AHS.01F
415.BT.01C
415-S11-00-SI-SK-C-3500A
415-S11-00-SI-SK-C-9010B
415-S11-00-SI-SK-C-9000B
Drainage Strategy Rev 02
415.Wal.P.01A
415.Lan/Aln.P.01A
415.Col.P.01A
415.Bec.P.01A
415.TG.01
415.Stir.P.01
415.Ric.P.01A
415.TRIG.01
415.DG.02
415.SG.01
415.DG.01
415.Ric.P.01
415.Bec.P.01A
415.Lan.P.01
415.Amb.P.01
415.Hyl.P.01
415.Lin.P.01
415.Lud.P.01
415.Auc.P.01
415.Aln.P.01
Viability Information. Letter JRM 20046 3.9.20
VIABILITY ASSESSMENT. 23rd MARCH 2020. File Reference: 20046
Viability Information

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

3 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment Flood Risk Assessment. S M Hemmings B Sc C Eng MICE MIWEM 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 floor level of the all of the proposed buildings shall be raised at least 300mm above the existing ground level with a minimum level of 3.70m OD.
- All dwellings shall have at least two storeys.

These mitigation measures 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.

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.

4 Notwithstanding the details included within drawing referenced 415.BT.01C prior to its installation, details of the proposed boundary treatments, including a schedule of fencing levels, heights and materials, and details of the size and species of any hedging, shall be submitted to and approved in writing by the Local Planning Authority, and the details so approved shall be implemented in full before the development is first brought into use and retained thereafter.

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

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

5 A management plan for the areas of publicly accessible open space and any outdoor play areas, including management responsibilities and maintenance schedules, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development hereby permitted beyond oversite.

Public open space areas should include native wildflower seed and grass mixes and planting. These should be sourced from known local provenance and include native species of benefit to wildlife. These should be managed appropriately as wildflower areas. Interpretation may be needed to explain the management of the areas for wildlife.

The management of these areas shall be carried out in accordance with the details so approved.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policies 28 and 32 of the South East Lincolnshire Local Plan, 2019.

6 Where trees are shown to be retained on site they shall be protected during construction work as follows:

i)chestnut pale or similar fencing 1.5 metres in height shall be provided around the trees to

be retained before development is commenced at a minimum distance from the trunks equal to the spread of the crowns of the trees. No materials, equipment, site huts, fuels or other items shall be placed or stored within the areas enclosed by the fencing so erected and the ground levels within those areas shall not be altered, nor shall any excavation be made,
ii)no burning of materials or other items shall take place within 3 metres of the crown spread of any of the trees to be retained;
iii)no services shall be routed under the spread of the crowns of the trees to be retained;
iv)no retained tree shall be cut down, up-rooted, destroyed, topped or lopped unless first agreed in writing by the Local Planning Authority;
v)if any tree which is to be retained dies or is to be removed it shall be replaced within six months thereafter with a tree of such size and species which shall be first be agreed in writing by the Local Planning Authority.

Reason: To ensure the protection of trees on the site.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 15 of the National Planning Policy Framework, 2021.

7 None of the existing trees on the site shall be cut down, up-rooted, destroyed, topped or lopped unless first agreed in writing by the Local Planning Authority. If any tree which is to be retained dies or is to be removed it shall be replaced within six months thereafter with a tree of such size and species which shall be first be agreed in writing by the Local Planning Authority.

Reason: To ensure the protection of existing trees on the site, in the interests of the visual amenity of the locality.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 15 of the National Planning Policy Framework, 2019.

8 Swift bricks/boxes shall be incorporated within the external walls of the development hereby approved and shall be retained thereafter. Details of the number, form and location shall be submitted to and approved by the Local Planning Authority prior to installation.

Reason: To enhance the biodiversity of the site and to comply with Policy 28 of SELLP and the provisions of the NPPF 2021.

Informative: Swift bricks/boxes can be placed on any elevation, but ideally under shade-casting eaves. They should be installed in groups of at least three, at a height above 5m height, and preferably with a 5m clearance between the host building and other buildings or obstructions. Where possible avoid siting them above windows or doors. Swift bricks should be used unless these are not practical due to the nature of construction, in which case alternative designs of suitable swift boxes should be provided in their place.

If it is not possible to provide swift bricks due to the type of construction or other design constraints, the condition will be modified to require swift boxes.

9 Before the commencement of the development hereby permitted beyond oversite a schedule of external materials of construction of buildings and hard surfaced areas shall

be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the materials so approved.

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

10 Before each dwelling (or other development as specified) is occupied, the roads and footways providing access to that dwelling, for the whole of its frontage from an existing public highway, shall be constructed to a specification to enable them to be adopted as Public Highway, less the carriageway and footway surface courses. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling (or other development as specified).

Reason: To ensure that a safe and suitable standard of vehicular and pedestrian access is provided for residents throughout the construction period of the development and that the roads and footways are completed within a reasonable period following completion of the dwellings.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

11 No dwelling shall be commenced before the first 50 metres of estate road from its junction with the public highway, including visibility splays have been completed.

Reason: To ensure construction and delivery vehicles, and the vehicles of site personnel may be parked and/or unloaded off the existing highway, in the interests of highway safety and the amenity of neighbouring residents.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

12 The permitted development shall be undertaken in accordance with a surface water drainage scheme which shall first have been 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 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 existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the undeveloped site;
- provide attenuation details and discharge rates which shall be restricted to 1.4 litres per second or as otherwise agreed by the IDB;
- provide details of the timetable for and 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 dwelling 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 permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2021.

13 No development shall take place until a Construction Management Plan and Method Statement has been submitted to and approved in writing by the Local Planning Authority which shall indicate measures to mitigate against traffic generation and drainage of the site during the construction stage of the proposed development.

The Construction Management Plan and Method Statement shall include;

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

The Construction Management Plan and Method Statement shall be strictly adhered to throughout the construction period.

Reason: In the interests of the amenity of local residents, to minimise impact on the local road network 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 and to ensure that suitable traffic routes are agreed. 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.

NOTE: The applicant is advised that Thary Lane is not an acceptable route for delivery

and other vehicles during construction.

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

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

15 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 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.

16 Before the commencement of the development hereby permitted beyond oversite, the detailed design and location of all lighting to be provided to roads and footpaths within the development shall be submitted to and approved in writing by the Local Planning Authority and all lighting utilised in the development shall conform to the details so approved.

Reason: To ensure that the Local Planning Authority retains control over these matters, in the interests of the visual amenity of the overall development, to prevent light pollution and to ensure that the development is adequately lit.
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 granted beyond oversite, full details of the proposed means of foul and surface water disposal to separate systems shall be submitted to and approved in writing by the Local Planning Authority and the details so approved shall be implemented in full before there are any flows into the receiving systems.

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

National Planning Policy Framework, 2021.

18 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), none of the following developments or alterations shall be carried out to the dwellings on plots 3 to 10 (inclusive), plots 20, 51, 59 and 60.

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

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

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

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

Notes:

All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. Those roads that are to be put forward for adoption as public highways must be constructed in accordance with the Lincolnshire County Council Development Road Specification that is current at the time of construction and the developer will be required to enter into a legal agreement with the Highway Authority under Section 38 of the Highways Act 1980. Those roads that are not to be voluntarily put forward for adoption as public highways, may be subject to action by the Highway Authority under Section 219 (the Advance Payments code) of the Highways Act 1980. In all cases, the developer is advised to undertake early discussions with statutory undertakers to co-ordinate the laying of utility services under the highway.

Please contact the Lincolnshire County Council Streetworks and Permitting Team on 01522 782070 to discuss any proposed statutory utility connections 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.

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.

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 Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

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

Phil Norman
Planning Manager
South Holland District Council

28th July 2021

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

SCHEDULE 3
(THE OWNERS' COVENANTS)

The Owners covenant with the Council as follows:

1. AFFORDABLE HOUSING

1.1 Unless otherwise agreed with the Council and subject to paragraph 1.7 below, not to Occupy or permit the Occupation of more than 40% of the Market Dwellings until the construction of all Affordable Dwellings has been commenced in accordance with the Affordable Housing Scheme and written notification of that commencement has been received by the Council

1.2 Unless otherwise agreed with the Council and subject to paragraph 1.7 below, not to Occupy or permit the Occupation of more than 60% of the Market Dwellings until the construction of all Affordable Dwellings has been certified Practically Complete and has been transferred to the Affordable Housing Provider.

1.3 To use all reasonable but commercially prudent endeavours to transfer the Affordable Dwellings which the Owners are obliged to provide under the Affordable Housing Scheme to an Affordable Housing Provider and/or the Council in accordance with paragraph 1.4 below and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England on terms that accord with relevant funding requirements of Homes England current at the date of construction of the Affordable Housing.

1.4 The transfer shall contain inter alia the following:

1.4.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;

1.4.2 reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the Land;

1.4.3 a covenant by the Affordable Housing Provider not to use the transferred Affordable Housing other than for the purposes of

providing Affordable Housing in perpetuity but subject to the exemption clauses at paragraph 1.10 and 1.11 below.

1.5 For the purposes of this Deed "all reasonable but commercially prudent endeavours" shall include (but not necessarily limited to) the following:

1.5.1 the Owners diligently undertaking negotiations with all willing Affordable Housing Providers and/or the Council unless and until paragraph 1.7 below applies;

1.5.2 the Owners shall avoid negotiating a sale to any Affordable Housing Provider of only the Shared Ownership Dwellings where this would result in the Owners being unable to secure the transfer of the Rented Dwellings to an Affordable Housing Provider;

1.5.3 the Owners keeping the Council informed of its progress in negotiating a sale when requested by the Council but in any event on a quarterly basis beginning with the Commencement of Development and proactively taking into account comments made by the Council on that progress

1.6 Where contracts are exchanged with an Affordable Housing Provider pursuant to paragraph 1.3 above to supply a certified copy of such contract to the Council within five (5) Working Days of such contract being completed.

1.7 Where despite using all reasonable but commercially prudent endeavours in accordance with paragraph 1.3, the Owners are unable to identify an Affordable Housing Provider who is willing to take a transfer of an Affordable Dwelling and the Owners have supplied to the Council evidence of the use of all reasonable endeavours to secure a transfer of such Affordable Dwelling to an Affordable Housing Provider (including copies of any offers to and responses from any Affordable Housing Provider) and the Council having taken into account paragraph 1.5 above is satisfied (acting reasonably) that having used all reasonable but commercially prudent endeavours the Owners are unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owners shall at the Council's discretion either:

1.7.1 provide instead an alternative tenure of Affordable Housing for that Affordable Dwelling such tenure to be approved in writing by the Council acting reasonably **AND** where any such Affordable Dwelling is a tenure referred to in this Deed then that Dwelling shall

be subject to the relevant provisions of this Deed **SUBJECT TO** the Owners paying an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution formula set out in Annex A Part 1 for the difference in values of the tenure of the Affordable Housing such sum to be used by the Council for the provision of off-site Affordable Housing; or

1.7.2 pay to the Council an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution formula set out in Annex A Part 2 such sum to be used by the Council for the provision of off-site Affordable Housing and upon the Council providing written confirmation that such Affordable Housing Contribution has been received that Affordable Dwelling shall be discharged from the terms of this Deed and the Owners shall be free to sell that Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling

1.8 All Affordable Housing must be constructed in accordance with such guidance as shall be issued by Homes England or its successor and approved in writing by the Council however in the absence of such guidance or standards shall be constructed to a standard agreed in writing with the Council.

1.9 All Affordable Dwellings shall be evenly integrated within the Development and shall not be visually distinguishable from the Market Dwellings.

1.10 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

1.10.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

1.10.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.11 below; and

1.10.3 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor

1.11 The affordable housing provisions in this Deed shall not be binding on a Chargee **PROVIDED THAT** such Chargee shall first give written notice to the

Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses **AND** if such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely

2. EDUCATION CONTRIBUTION

2.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the Education Contribution has been paid to the Council in full.

3. HEALTHCARE FACILITIES CONTRIBUTION

3.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings 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 Owners as follows:

1. **AFFORDABLE HOUSING**

The Council shall co-operate with any Affordable Housing Provider and enter into any Nomination Agreement between the Affordable Housing Provider and the Council.

2. **EDUCATION CONTRIBUTION**

2.1 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.

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

2.2.1 apply the Education Contribution towards an extension of an existing Spalding secondary school or towards the land or build of a new secondary school in Spalding, the need of which arises from the Development and for no other purposes whatsoever.

2.2.2 return any unspent part of the Education Contribution to the Council after the expiry of 5 years from the date of receipt of the Education Contribution.

2.3 To pay to the Owners any unspent monies received by them pursuant to paragraph 2.2.2 within 28 days of receipt from the Education Authority or if the Education Contribution (or any part of it) is not paid to the Education Authority then to repay to the Owners within 5 years of receipt by the Council of the Education Contribution the part of the Education Contribution not so paid.

3. **HEALTH CARE FACILITIES CONTRIBUTION**

3.1 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.

3.2 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:

3.2.1 apply the Health Care Facilities Contribution for the purposes of improving health care facilities within the District to deal with the increased patient numbers, the need of which arises from the Development and for no other purposes whatsoever; and

3.2.2 return any unspent part of the Health Care Facilities Contribution to the Council after the expiry of 5 years from the date of receipt of the Health Care Facilities Contribution.

3.3 To pay to the Owners any unspent monies received by them pursuant to 3.2.2 within 28 days of receipt from the Health Care Provider or if the Health Care Facilities Contribution (or any part of it) is not paid to the Health Care Provider then to repay to the Owners within 5 years of receipt by the Council of the Health Care Facilities Contribution the part of the Health Care Facilities Contribution not so paid.

4. GENERAL

4.1 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.

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

SCHEDULE 5

NOMINATION AGREEMENT

Dated ***20....***

(1) South Holland District Council

and

(2) [REGISTERED PROVIDER]

NOMINATION AGREEMENT

Relating to land at
[LOCATION]

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

SHDC Reference: LD/

THIS DEED *is made the day of Two thousand and .....*

BETWEEN

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

(2) ***[REGISTERED PROVIDER]*** *whose registered office is situated at [registered office] ("the Association")*

RECITALS

(A) *The Council resolved on [insert date] to grant planning permission for the Development subject to the provision of ..... (...) dwellings to be delivered as affordable housing. The Council has agreed that [..... (...) Rented Dwellings and [..... (...) Shared Ownership Dwellings shall be provided to meet the obligation to provide affordable housing.*

(B) *The Association intends to take a transfer of the Rented Dwellings and by this Deed the Association agrees with the Council that the said Rented Dwellings shall be let to occupiers in accordance with the nominations procedure detailed in Clause 4 below allowing the Council to nominate 100% of the initial tenants of each Rented Dwelling and thereafter at least 75% of the tenants of each Rented Dwelling.*

(C) *The Association intends to take a transfer of the Shared Ownership Dwellings and by this Deed the Association agrees with the Council that the Shared Ownership Dwellings shall be disposed of by the Association in accordance with Clause 5 below*

NOW THIS DEED WITNESSES AS FOLLOWS

1. DEFINITIONS

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

"the Development"	*means the erection of .... dwellings on land [insert location] with planning application reference .....*
"District"	*means the District of South Holland*

"Local Housing Need"	*means local housing need as determined by the Council in accordance with the Council's Housing Allocations Policy and for the avoidance of doubt does not include any local connection criteria for the Shared Ownership Dwellings*
"Nomination Notice"	*means a notice served by the Council on the Association providing details of nominated prospective tenants for a Rented Dwelling in accordance with Clause 4.3.3 of this Deed*
"Protected Tenant"	*means (i) any tenant who has:* *(a) exercised the right to acquire pursuant to the Housing Act 1996 or the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a Rented Dwelling; or* *(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a Rented Dwelling; and* *(ii) any lessee of a Shared Ownership Dwelling*
"Rented Dwellings"	*means the ..... (...) Rented Dwellings (being plot numbers x, x, x and x on the Development) to be provided as affordable rented dwellings [and (being plot numbers x, x, x and x on the Development) to be provided as social rented housing] as defined in Annex 2 of the National Planning Policy Framework dated February 2019 or any replacement amendment or supplemental guidance to it on the land to*

	which the nomination rights contained in Clause 4 shall relate
"Shared Ownership Dwelling"	*means the ..... (...) Shared Ownership Dwellings (being plot numbers x, x, x and x on the Development) as defined in Annex 2 of the National Planning Policy Framework dated February 2019 or any replacement amendment or supplemental guidance to it on the land to which the allocation procedure in Clause 5 shall relate*
"Vacancy Notice"	*means a notice served by the Association giving the Council notice that a Rented Dwelling is available for occupation or re-let as appropriate*
"Working Day"	*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 and in the case of the Council, successors to its functions.*

3. NOTICES

3.1 *Any notice or document which is required to be given under the terms of this Deed shall be sent by email and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice.*

3.2 *The Council's email for service is allocations@sholland.gov.uk (or such other email address as the Council may from time to time notify the Association).*

3.3 *The Association's email address for service is [RP Email Address] (or such other email address as the Association may from time to time notify the Council).*

3.4 *Service shall be deemed to be made on the day of transmission if transmitted before 4:00 pm on a Working Day but otherwise on the next following Working Day*

4. NOMINATIONS PROCEDURE: RENTED DWELLINGS

4.1 *Subject to the provisions of this Deed the initial occupiers of each of the Rented Dwellings shall be nominated by the Council*

4.2 *After the initial nominations and subject to the provisions of this Deed the Council shall have the right to nominate the occupiers of at least 75% of all Rented Dwellings which become vacant*

4.3 *Where the Council's rights of nomination apply the following provisions shall apply:*

4.3.1 *the Association shall serve on the Council a Vacancy Notice giving to the Council*

(a) *4 weeks' notice that a Rented Dwelling is ready for occupation in respect of an initial let; and*

(b) *5 Working Days' notice of impending vacancy of a Rented Dwelling in respect of a re-let*

4.3.2 *the Vacancy Notice shall include the following details:*

(a) *address of the Rented Dwelling;*

(b) *weekly rental and any service charges;*

(c) *number of bedrooms and maximum occupancy;*

(d) *age designation; and*

(e) *any other relevant information such as adaptations to the Rented Dwelling*

4.3.3 *The Council shall within ten (10) Working Days (in respect of an initial let) and five (5) Working Days (in respect of a re-let) of receipt of the Vacancy Notice serve on the Association a Nomination Notice containing in priority order details of as many names and addresses of persons known to the Council as being in Local Housing Need as the Council considers appropriate*

4.3.4 *If the initial Nomination is exhausted without the tenancy having been accepted the Association will notify the Council and the Council will have a further period of five (5) Working Days within which to provide a further Nomination Notice in accordance with the above provisions*

4.3.5 *A Rented Dwelling shall be offered to occupiers in accordance with the following provisions:*

(a) *the tenancy of a Rented Dwelling shall first be offered to the person whose name appears first on the Nomination Notice;*

(b) *if that person shall refuse or fail to accept the offer of a tenancy the Rented Dwelling shall be offered to the person whose name next appears on the Nomination Notice and if that person shall also refuse or fail to accept the offer of a tenancy then this process shall be repeated as often as may be necessary until* ***EITHER*** *the offer of a tenancy has been accepted* ***OR*** *the initial Nomination*

Notice and any further Nomination Notices have been exhausted without the tenancy having been accepted;

(c) *where **EITHER** the initial Nomination Notice and any further Nomination Notices are exhausted without the tenancy having been accepted **OR** the Council fails to provide a Nomination Notice **OR** the Council advises that it is not aware of any persons whom it considers to be in Local Housing Need then the Association shall have the right to select the occupier of the Rented Dwelling from its own applications provided such person or persons are in Local Housing Need **BUT FOR THE AVOIDANCE OF DOUBT** it is hereby agreed that if the Association exercises such a right the tenancy shall not be considered a Council nomination for the purpose of determining the sequence of nominations provided for in this Deed.*

4.3.6 *the Association will notify the Council:*

(a) *within ten (10) Working Days of the end of the acceptance period where the prospective tenant fails to accept a tenancy;*

(b) *within ten (10) Working Days where a prospective tenant provisionally accepts a tenancy;*

(c) *within ten (10) Working Days where a prospective tenant refuses the tenancy including any reasons for refusal given;*

(d) *within ten (10) Working Days of any decision by the Association that the prospective tenant does not meet the Association's criteria including the reasons why the prospective tenant does not meet such criteria; and*

(e) *within three (3) Working Days of the start date of the tenancy*

4.3.7 *the Association will liaise with the Council where the Owner wishes to use for a management transfer any vacancy for which the Council has nomination rights.*

4.4 *the Association shall provide to the Council details of all lettings completed in respect of all Rented Dwellings such returns to be made quarterly to the Council.*

5. *ALLOCATION PROCEDURE: SHARED OWNERSHIP DWELLINGS*

5.1 *The Association shall not permit any Shared Ownership Dwelling to be occupied except by a person who satisfies the HomeBuy Agent (or any successor) criteria or the Council's qualifying criteria*

6. *DISPUTES AND MEDIATION PROCEDURE*

6.1 *Any disputed cases arising from this Deed will be discussed and dealt with by the Council's Housing Options Manager (or successor post) (or such other officer as the Council may from time to time notify the Association) and the Association's [insert post] (or successor post)*

6.2 *If they cannot decide then the Council's Assistant Director of Housing (or successor post) and the Association's [insert post] (or successor post) will discuss the case and make a final decision.*

7. *AGREEMENTS AND DECLARATIONS*

7.1 *This Deed is personal to the Association and the Council and for the avoidance of doubt* ***IT IS HEREBY DECLARED*** *that this Deed shall not bind*

7.1.1 *any Protected Tenant;*

7.1.2 *any mortgagee or charge of a Protected Tenant;*

7.1.3 *any mortgagee or charge of the Association or any receiver (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) or the whole or any part of the Rented Dwellings and/or Shared Ownership Dwelling or any persons or bodies deriving title through such mortgagee or charge or Receiver*

7.2 *The parties hereto agree and declare that the parties hereto shall have the right to vary this Deed in writing if they jointly so wish*

8. COUNTERPART

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute the one agreement.

Signed on behalf of ***SOUTH***

HOLLAND DISTRICT COUNCIL

Signed on behalf of

[ASSOCIATION]

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

Authorised Signatory

SIGNED as a **DEED** by **ELIZABETH MARY ASPREY** Elizabeth Mary Asprey
in the presence of:

Name of Witness ANTHEA ELIZABETH PARKER
Signature of witness
Address 4 SMITH TERRACE, LONDON SW3 4DL
Occupation BARRISTER-AT-LAW (Rtd)

EXECUTED as a **DEED** by **SUZANNE FRANCES TUNNARD**
in the presence of:

Name of Witness
Signature of witness
Address
Occupation

ANNEX A

AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

1. Subject to paragraph 2 of this Part 1, any Affordable Housing Contribution under this Part 1 is calculated as follows: *A = (B less C)*

Where:

A = the Affordable Housing Contribution

B = the value of the relevant Dwelling(s) if subject to the alternative tenure referred to in paragraph 1.7.1 of Schedule 3 as determined by an independent expert or agreed by the parties (as the case may be)

C = the value of the relevant Dwelling(s) if subject to the tenure specified in the Affordable Housing Scheme in this Deed as determined by an independent expert or agreed by the parties (as the case may be)

2. If any Affordable Housing Contribution payable under this Part 1 is not paid within 12 months of the date of this Deed, it will be index linked so as to increase in line with the difference in percentage increase between house price inflation for properties in England (by reference to the UK House Price Index published by HM Land Registry) and the Index calculated with reference to the figures last published prior to the date 12 months after the date of this Deed and the figures last published prior to the date of payment of such Affordable Housing Contribution, so that if, for example, the UK House Prices Index has risen by 8.9% for that period and the Index has risen by 1.21% the percentage increase to the Affordable Housing Contribution would be 7.7%.

3. Any Affordable Housing Contribution payable under this Part 1 is to be agreed between the parties or failing agreement to be determined by an independent expert in accordance with clause 15 and is to be paid in full to

the Council before no more than 85% of the Market Dwellings have been Practically Completed.

4. The expert's costs for determining the values of B and C will be fully recharged to the Owners in all but exceptional circumstances. The independent expert will otherwise be appointed and act in accordance with Clause 15.

Part 2

1. Subject to paragraph 2 of this Part 2, the Affordable Housing Contribution under this Part 2 is calculated as follows: A = *(B less C)*

Where:

A = the Affordable Housing Contribution

B = the open market value of the relevant dwelling if it were not subject to the terms of this Deed as determined by an independent expert and agreed by all parties

C = the value of the relevant dwelling subject to the terms of this Deed as determined by an independent expert and agreed by all parties

2. If any Affordable Housing Contribution payable under this Part 2 is not paid within 12 months of the date of this Deed, it will be index linked so as to increase in line with the difference in percentage increase between house price inflation for properties in England (by reference to the UK House Price Index published by HM Land Registry) and the Index calculated with reference to the figures last published prior to the date 12 months after the date of this Deed and the figure last published prior to the date of payment of such Affordable Housing Contribution, so that if, for example, the UK House Prices Index has risen by 8.9% for that period and the Index has risen by 1.21% the percentage increase to the Affordable Housing Contribution would be 7.7%.

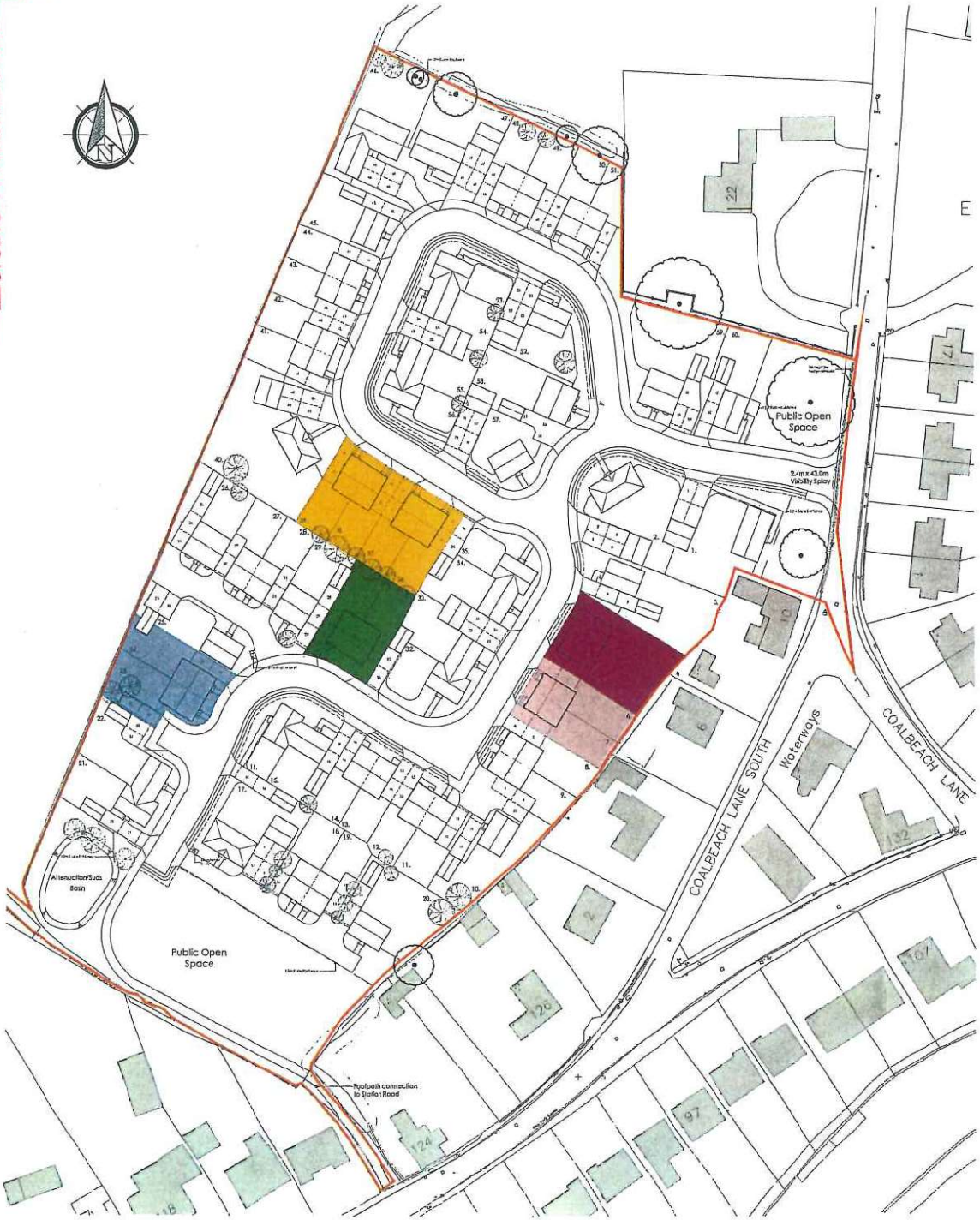
3. Any Affordable Housing Contribution payable under this Part 2 is to be agreed between the parties or failing agreement to be determined by an independent expert in accordance with clause 15 and is to be paid in full to the Council before no more than 85% of the Market Dwellings have been Practically Completed.

4. The expert's costs for determining the values of B and C will be fully recharged to the Owners in all but exceptional circumstances. The independent expert will otherwise be appointed and act in accordance with Clause 15.

ANNEX B

AFFORDABLE HOUSING PLAN

STUDIO 11 ARCHITECTURE



Do not scale directly from this drawing. All discrepancies are to be brought to the attention of the below office.

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× Elisabeth H. Aspe

REVISION	DATE	DRAWN	DESCRIPTION
F	11.8.2021	AJR	Layout revised to new affordable proposals.
E	22.07.2020	EG	Pond removed.
D	10.03.2020	EG	Amended to client comments.
C	27.02.2020	EG	Amended to client comments.
B	21.2.2020	EG	Amended to Visibility splay and revised layout.
A	12.12.2019	AJR	2B4P changed to 3B5P in affordable flats

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CLIENT: Seagate Homes Ltd

PROJECT: Proposed Residential Development at Coalbeach Lane South, Surfleet

DRAWING: Affordable Housing Scheme Site Layout

DRAWN	PROJECT DESIGNER	PROJECT DIRECTOR
AJR	KB	KB
DATE	SCALE	PAPER SIZE
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