

Dated

7th May

2024

(1) South Holland District Council

and

(2) Elizabeth Mary Asprey and Suzanne Frances Tunnard

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

**Relating to land off Thary Lane, Surfleet,
Spalding**

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

SHDC Reference: LD/H17-0357-22

Date

7th May

2024

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, Working, Surrey, GU24 8HL and **SUZANNE FRANCES TUNNARD** of Eastland Grange, 16 Valentine Road, Hunstanton, Norfolk, 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 which is registered at the Land Registry under Title Number LL269504.
- (C) NNA Surfleet Limited (Company Registration No. 13922138) of 32 Pinchbeck Road, Spalding, PE11 1QD have via their agent applied to the Council for planning permission for the Land under reference H17-0357-22 for 6 Self-Build/Custom Build Dwellings
- (D) The Council resolved on 15 December 2022 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:

"2015 Act"	means the Self-build and Custom Housebuilding Act 2015 as amended
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"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for Planning Permission for the Development and allocated reference number H17-0357-22
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of: • access; • site clearance; • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse conditions; • the laying or diversion of services; • the erection of hoardings or other temporary means of enclosure; and • the temporary display of site notices or advertisements; • any other works as may be approved in writing by the Council (acting reasonably)
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development for the Service Plots of Land
"Development"	means the residential development of the Land for 6 Self-Build/Custom Build

	Dwellings pursuant to the Planning Permission
"District"	means the district of South Holland
"Eligibility Criteria"	means any individual(s) and/or association of individual(s) (as the case may be) who are: (a) aged 18 and over (b) UK, EEA or Swiss National Citizen
"Interested Parties"	means the individuals and associations of individuals who are seeking to acquire a Serviced Plot of Land within the District and are registered with the Council on the Self-Build Register or any individual(s) and/or association of individual(s) (as the case may be) that acquire a Serviced Plot of Land and who meet the Eligibility Criteria
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red for identification purposes only on the Plan but excluding the access road for the purposes of enforcement of this Deed
"Plan"	means the plan attached to this Deed labelled as drawing number 524.PL.01 being the location plan submitted with the Application
"Planning Permission"	means the planning permission to be granted by the Council which is subject to this Deed and substantially in the form attached in draft hereto at Schedule 2
"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
"Self-Build/Custom Build Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission and substantially meets the definition in the 2015 Act, unless otherwise agreed with the Council (acting reasonably and such confirmation not to be unreasonably withheld or delayed)
"Self-Build Register"	means the register of individuals and associations of individuals who are seeking to acquire Serviced Plots of Land in the District for their own self-build and custom housebuilding which the Council is required to keep under section 1(1) of the 2015 Act
"Serviced Plot of Land"	means a plot of land on the Land for a Self-Build/Custom Build Dwelling that meets the definition in section 5(1) of the 2015 Act
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.
- 3.2 The covenants, restrictions and obligations imposed upon the Owners under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

4. CONDITIONALITY

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

- (a) the grant of Planning Permission and;
- (b) the Commencement of Development

SAVE FOR the provisions of Clauses 8.2, 8.4 and 10 (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 OWNERS'S COVENANTS

- 5.1 The Owners covenant 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 Owners shall serve the Commencement Notice upon the Council at least 20 Working Days prior to the Commencement of the Development.

8. MISCELLANEOUS

- 8.1 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.
- 8.2 On completion of this Deed, the Owners shall pay to the Council their reasonable legal costs that have been incurred in the negotiation and completion of this Deed
- 8.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This Deed shall be registerable as a local land charge by the Council.
- 8.5 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.
- 8.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.7 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.

- 8.8 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.

- 8.9 This Deed shall not be enforceable against:

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

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

8.9.3 any individual purchaser occupier or tenant of an individual Serviced Plot of Land

8.9.4 any mortgagee or chargee exercising their charge;

- 8.10 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.

- 8.11 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.

9. WAIVER

- 9.1 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.

10. CHANGE OF OWNERSHIP

- 10.1 The Owners agree with the Council to give the Council 20 Working Days' 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.

11. VAT

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

12. DISPUTE RESOLUTION

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty Working Days after appointment.
- 12.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other party's original submission within a further ten Working Days.

13. JURISDICTION

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

14. EXECUTION AND DELIVERY

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

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

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL**

was hereunto affixed

in the presence of:-



Authorised Signatory


Jason King

SIGNED as a DEED by

ELIZABETH MARY ASPREY XUNA

in the presence of: Elizabeth Mary Asprey.

Name of Witness X DR ZAFIR MANJI

Signature of witness X M

Address X THATOT COTTAGE, GRACIOUS ROAD RD, 602+511L

Occupation X DOCTOR, MEDICAL

SIGNED as a **DEED** by
SUZANNE FRANCES TUNNARD

in the presence of:

Name of Witness

Signature of witness

Address

Occupation

SCHEDULE 1**DETAILS OF THE OWNERS'S TITLE, AND DESCRIPTION OF THE LAND**

The Land is known as land off Thary Lane, Surfleet being part of the land registered at the Land Registry under Title Number LL269504 and shown edged red for identification purposes only on the Plan.

Do not scale directly from this drawing. All discrepancies are to be brought to the attention of the below office.
The copyright to this drawing is owned by Studio 11 architecture.



REVISION	DATE	DRAWN	DESCRIPTION
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STUDIO11
architecture

KING'S LYNN INNOVATION CENTRE
INNOVATION DRIVE, KING'S LYNN,
PE30 3BY

T: 01553 970033
E: design@studio11architecture.co.uk
W: www.studio11architecture.co.uk

CLIENT NNA Surfleet LTD

PROJECT Proposed residential development off
Thary Lane, Surfleet

DRAWING Location Plan

DRAWN	PROJECT DESIGNER	PROJECT DIRECTOR
AK	AK	KB
DATE	SCALE	PAPER SIZE
30.01.2022	1:1250	A2
DRAWING NUMBER	524.PL.01	

SCHEDULE 2
DRAFT PLANNING PERMISSION

Studio 11 Architecture
Kings Lynn Innovation Centre
Innovation Drive
Kings Lynn
PE30 5BY

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:	H17-0357-22	Date of Decision:
Applicant:	Nna Surfleet Limited C/O Studio 11 Architecture Kings Lynn Innovation Centre Innovation Drive Kings Lynn PE30 5BY	
Location:	Land Off Thary Lane Surfleet Spalding	
Description:	Residential development of 6 self-build 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:
Application Form
524.PL.01
524.PL.02
Design and Access Statement - 524 (Prepared by Studio 11 Architecture - March 2022)
Flood Risk Assessment (Prepared by S M Hemmings - 07 April 2022)
524.PL.03A - Proposed Site Layout Plan
524.PL.03 Rev A Plot 1 - Illustrative Floor Plans & Elevations
524.PL.04 Rev A

524.PL.05 Rev A

524.PL.06 Rev A

524.PL.07 Rev A

524.PL.08 Rev A

524.IEIP.01

Arboricultural Implications Assessment (Prepared by Andrew Belson - 20 October 2022)

4558.Thary.Studio11.TPP

524.PL.09 rev D

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

- 3 Prior to the commencement of works on site, full details of the self-build properties shall be submitted for assessment by the Local Planning Authority. The submitted plans should include floor plans, elevations and materials of construction.

As part of the submission the approval of the Local Planning Authority is required to a scheme of landscaping and tree planting for the site (including screening of bin collection points) indicating, inter alia, the number, species, heights on planting and positions of all the trees, together with details of post-planting maintenance. Such scheme as is approved by the Local Planning Authority shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Reason: To ensure that the proposed self-build properties do not have a material impact on the character and amenity of the surrounding area.

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

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

i) the erection of freestanding curtilage buildings or structures including car ports, garages, sheds, greenhouses, pergolas or raised decks;

ii) the erection of house extensions including dormer windows, conservatories, garages, car ports, porches or pergolas;

iii) alterations including the installation of replacement or additional windows or doors and the installation of roof windows.

Reason: To ensure that the Local Planning Authority retains control over the future extension and alteration of the development, in the interests of its architectural and visual integrity, levels of residential amenity and the visual amenity and character of the area within which it is set.

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

- 5 Finished floor levels shall be no lower than 3.6 metres above Ordnance Datum.

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: To ensure that the development does not increase the risk of flooding or be at risk of flooding and to protect surrounding amenity.

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, 2023.

- 6 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

Finished floor levels shall be no lower than 3.6 metres above Ordnance Datum.

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, 2023.

- 7 Before the commencement of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced areas and garden/amenity areas, including any mitigation measures arising as a consequence (for example increased height of boundary treatment), shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed and retained in accordance with the details so approved.

Note: 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: To reduce the risk of flooding of the development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.

This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

- 8 Before the commencement of the development hereby granted beyond oversight, 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, 2023.

- 9 Prior to occupation the ecological improvements outlined within drawing 524.IEIP.01 Ecology Improvement Plan shall be installed / provided and maintained in perpetuity.

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.

- 10 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 of nearby occupiers.

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

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

Reason: To protect the quality and quantity of water resources available to the district.

This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

- 12 The development hereby permitted shall be undertaken in accordance with a Construction Management Plan and Method Statement which shall first be approved in writing by the Local Planning Authority. The Plan and Statement shall indicate measures to mitigate the adverse impacts of vehicle movements and how the drainage of the site is to be managed during the construction stage of the permitted development and shall include;
- the phasing of the development to include access construction;
 - the on-site parking of vehicles of site operatives and visitors;
 - the on-site loading and unloading of plant and materials;
 - the on-site 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 (permanent or temporary) connect to an outfall (temporary or permanent) during construction.

Reason: In the interests of the safety and free passage of those using Thary Lane 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.

- 13 Before the access is brought into use all obstructions exceeding 0.6 metres high shall be cleared from the land within the visibility splays illustrated on drawing number 524.PL.03A (Proposed Site Layout Plan) dated 18.05.22 and thereafter, the visibility splays shall be kept free of obstructions exceeding 0.6 metres in height. So that drivers intending entering the highway at the access may have sufficient visibility of approaching traffic to judge if it is safe to complete the manoeuvre.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site.

This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

- 14 The two Walnut trees, Blue Atlas Cedar and Norway Maple tree marked on Drawing No. 4558.Thary.Studio11.TPP to be retained, shall not be cut down, up-rooted, destroyed, topped or lopped unless first agreed in writing by the Local Planning Authority. Should any of the trees die or authorisation be given for their removal, they shall be replaced within six months thereafter with a tree of such size and species which shall first be agreed in writing by the Local Planning Authority, such a tree will continue to assume the protection afforded to the original under this Condition.

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, 2023.

- 15 The two Walnut trees, Blue Atlas Cedar and Norway Maple tree marked on Drawing No. 4558.Thary.Studio11.TPP to be retained shall be protected during construction work as follows:

i) Before commencement of any development, chestnut paling or similar fencing 1.5 metres in height shall be provided around the perimeter of the Root Protection Area as calculated in British Standard 5837:2012, of all trees to be retained.

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 nor any fires lit.

ii) Before commencement of any development, details of the means of construction,

drainage and surfacing of the access drive, including a method statement for the protection of the existing trees shall be submitted to and approved in writing by the Local Planning Authority. The access drive shall be completed in its entirety in accordance with the approved details before the dwelling is occupied.

Note: It is advised that a 'no dig' method should be used where roadways / driveways / paths are likely to be in the Root Protection Areas. Construction should take note of the Arboricultural Advisory and Information Service publication: APN 12 Driveways Close to Trees. Tarmacadam is not an appropriate material to site near the base of trees. A cellular confinement system filled with gravel or other permeable filling is required.

iii) Where access is essential in close proximity to the retained trees and is likely to cause soil compaction, temporary ground protection should be used.

iv) The soil levels should not be altered around the base of the retained trees.

Note: An increase in soil level around the base of a tree can make conditions adjacent to the trunk damp and suitable for fungal growth; it can also increase the distance for water / gaseous exchange to the tree's roots, which can be detrimental to the health of the tree.

Reason: In the interest of preserving existing trees on site and the character of the surrounding area.

This Condition is imposed in accordance with Section 15 of the National Planning Policy Framework, 2023.

- 16 The refuse collection for the dwellings shall be carried out in details submitted on the plan 524.PL.09 rev D. The approved management arrangements shall be implemented upon first occupation of any dwelling and thereafter retained for the lifetime of the development.

Reason: This application has been approved on the basis that waste collection will be carried out by a private company and to ensure appropriate arrangements are in place for the collection of refuse/recycling.

This Condition is imposed in accordance with Policies 2, 3 and 30 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>

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 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. The works should be constructed in accordance with the Authority's specification that is current at the time of construction. Relocation of existing apparatus, underground services or street furniture will be the responsibility of the applicant, prior to application.

For application guidance, approval and specification details, please visit:

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

or contact vehiclecrossings@lincolnshire.gov.uk

The road serving the permitted development is approved as a private road which will not be adopted as a Highway Maintainable at the Public Expense (under the Highways Act 1980). As such, the liability for the future maintenance of the road will rest with those who gain access to their property from it.

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.

For further guidance please visit the following links:

Traffic Management - <https://www.lincolnshire.gov.uk/traffic-management>

Licences and Permits - <https://www.lincolnshire.gov.uk/licences-permits>

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



Phil Norman
Head of Planning
South Holland District Council

6th November 2023

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. To provide to the Council within 14 Working Days of the grant of the Planning Permission the contact details of the person who will liaise on behalf of the Owners with the Interested Parties in order to dispose of the Serviced Plot(s) of Land
2. To use reasonable endeavours to enter into a contract(s) with the Interested Parties to transfer each Self-Build/Custom Build Dwelling as a Serviced Plot of Land until all such plots have been disposed of (unless otherwise agreed with the Council (not to be unreasonably withheld or delayed)
3. To request that any Interested Parties (who are seeking to acquire a Serviced Plot of Land but are not on the Self-Build Register) contact the Council to be asked to be placed on the Self-Build Register.
4. The transfer of the Self-Build/Custom Build Dwelling as a Serviced Plot of Land shall contain inter alia the following clauses:
 - 4.1 a grant of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Self-Build/Custom Build Dwelling;
 - 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
5. To keep the Council informed of its progress in negotiating the disposal of each of the Self-Build/Custom Build Dwelling(s) as Serviced Plot(s) of Land to the Interested Parties on a half-yearly basis until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties.
6. All Self-Build/Custom Build Dwellings must be constructed to a standard agreed in writing with the Council and such approval not to be unreasonably withheld or delayed.

7. Where contracts are exchanged with a purchaser of a Self-Build/Custom Build Dwelling to supply a certified copy of such contract to the Council within 14 (14) Working Days of such contract being completed **PROVIDED THAT** the copy shall redact any commercially sensitive information.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. SELF-BUILD/CUSTOM HOUSE BUILD ECO DWELLINGS

- 1.1 Within 2 (two) months of the grant of the Planning Permission to contact and inform Interested Parties on the Self-Build Register of the existence of the Planning Permission and the Council shall continue to contact and inform Interested Parties of the availability for sale of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).
- 1.2 To notify the Owners or such other nominated person of the contact details of the Interested Parties that have expressed an interest in acquiring a Serviced Plot of Land on the Development within 28 (twenty eight) Working Days of receipt of the expression of interest and the Council shall continue to notify the Owners of expressions of interest received in respect of the Serviced Plot(s) of Land until such time as the Owners have notified the Council that all of the Serviced Plot(s) of Land have been disposed of to Interested Parties (unless otherwise agreed with the Council as provided for in paragraph 2 of Schedule 3).

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 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.