From: Fidler, Richard
Sent: 19 May 2022 12:36
To: _planningadvice
Subject: FW: S.106 Agreement - H20-0947-21 - land adj. Havencombe, Chapelgate, Sutton St James
Attachments: 20220519 - Completed S106 - Land adj to Havencombe.pdf

3106 Please also scan attachment to the file, this is the completed S106 agreement.

From: Davies, Lisa <ldavies@sholland.gov.uk>
Sent: 19 May 2022 12:10
To: Polly Harris-Gorf <pharris-gorf@sholland.gov.uk>
Cc: Norman, Phil <pnorman@sholland.gov.uk>; Fidler, Richard <rfidler@sholland.gov.uk>; Wilson, Catherine <CWilson@sholland.gov.uk>; Seaton, Amanda <amandaseaton@sholland.gov.uk>
Subject: S.106 Agreement - H20-0947-21 - land adj. Havencombe, Chapelgate, Sutton St James

Hi Polly,

Please find attached a copy of the above s.106 agreement, which was completed today; 19 May 2022. You can now issue the decision notice.

Catherine – Copy attached for adding to the Local Land Charges Register

Amanda – For information as there is financial contribution for Education only. Do we have a new contact in Finance now Dawn has left?

Kind regards
Lisa

Lisa Davies | Senior Planning Lawyer | **South Holland District Council**
Mobile: 07747 631415
Email: ldavies@sholland.gov.uk
www.sholland.gov.uk

served by One Team
South & East Lincolnshire Councils Partnership

My working week is Monday and Wednesday 8:30 – 16:45; Tuesday 7:30 – 15:00 and Thursday 8:30 – 16:30

Dated 19th May **2022**

(1) South Holland District Council

and

(2) Scenic Homes Ltd

and

(3) Peter Michael Heanes

PLANNING OBLIGATION BY DEED

Section 106 of the Town and Country Planning Act 1990

Relating to land adjacent to Havencombe, Chapelgate, Sutton St James, Spalding

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

SHDC Reference: LD/H20-0947-21

Date 19th May. 2022

BETWEEN

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

(2) **SCENIC HOMES LTD** (Company Registration No. 12032712) of 1 – 4 London Road, Spalding, PE11 2TA ("the First Owner")

(3) **PETER MICHAEL HEANES** of Havencombe, Chapelgate, Sutton St James, Spalding, PE12 0EF ("the Second Owner");

INTRODUCTION

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

(B) The First Owner is the freehold owner of the Land registered under title number LL408728 which is subject to a registered charge in favour of the Second Owner dated 31 August 2021 referred to in entry number 4 of the charges register of title number LL408728

(C) The Second Owner is the freehold owner of the Land registered under title number LL337167 which is subject to a unilateral notice affecting the land edged blue on the title plan in respect of an option in favour of the First Owner dated 31 August 2021 referred to in entry number 1 of the charges register of title number LL337167.

(D) The First Owner and the Second Owner shall be referred to in this Deed as "the Owners" save where express reference is made to any of the First Owner and Second Owner.

(E) The First Owner has via his agent applied to the Council for planning permission for the Land under reference H20-0947-21 for residential development for 30 Dwellings.

(F) The Council resolved on 9 February 2021to 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.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Application"	means the application for planning permission for the Development and allocated reference number H20-0947-21
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and

	• the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Development"	means the residential development of the Land for 30 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 thirty two thousand pounds (£32,000) which arises out of the need to provide secondary school places as a consequence of the Development and the contribution shall be used towards an extension of University Academy Long Sutton to support secondary education provision
"Index"	means the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if such index no longer exists such other index as is agreed between the parties
"Indexation"	means indexed as set out in Clause 12 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%

"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Plan"	means the plan attached to this Deed labelled as drawing number SCE/SSJ/location 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
"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, 9.3 and 11 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNERS'S COVENANTS

5.1 The Owner covenants with the Council as set out herein

6. THE COUNCIL'S COVENANTS

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

7. NOTICES AND RECORD KEEPING

7.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the

relevant party or other such other address as may be notified by one party to other from time to time.

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

8. THE COUNCIL'S COSTS

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

(a) the Council's reasonable legal costs together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; 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 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 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 Representatives of the Council may enter upon the Land at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

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

10. WAIVER

10.1 No waiver (whether expressed or implied) by the Council or the 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 its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with

details of the part of the Land disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single 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 this Deed multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

13. INTEREST

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

14. VAT

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

15. DISPUTE RESOLUTION

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

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

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

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

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

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

16. SECTION 73 APPLICATIONS

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

17. JURISDICTION

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

18. EXECUTION AND DELIVERY

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

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

SCHEDULE 1

DETAILS OF THE OWNERS TITLE AND DESCRIPTION OF THE LAND

The Land is known as land to the south of Chapelgate, Sutton St James, Spalding and falling within Title Numbers LL408728 and LL337167 shown, for identification purposes, edged red on the Plan.



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mlp Moulton Land and Planning
moultonlandandplanning.co.uk 1 Chapel Court Wansford Peterborough PE8 6JF
tel 01780 782306 mob 07484 101655 e-mail alan@moultonland.co.uk

Project
Proposed Residential Development
Land to south of Chapelgate
Sutton St James, Lincs, PE12 0EF

Drawing
Location Plan

date aug 2021
scale(s) 1:1250 @A3
DRG. No. SCE/SSJ/location

SCHEDULE 2

DRAFT PLANNING PERMISSION

SOUTH HOLLAND DISTRICT COUNCIL

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

Moulton Land And Planning Ltd
1 Chapel Court
Wansford
Peterborough
PE8 6JF

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H20-0947-21 **Date of Decision:**

Applicant: Scenic Homes
C/O Moulton Land & Planning Ltd.
1 Chapel Court
Wansford
Peterborough
PE8 6JF

Location: Land Adj. Havencombe Chapelgate Sutton St James Spalding

Description: Residential development comprising 30 dwellings with associated estate roads, landscaping & open space

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
Flood Risk Assessment. ECL0456/Shields Wilson. May 2021
Phase I & II Geo-Environmental Investigation. June 2021. GML21135/2/0
Viablility Assessment - 24 August 2021. 21033
Planning Statement - Incorporating Design & Access Statement & Heritage Impact Assessment. August 2021

SURFACE WATER DRIANAGE CALCULATIONS. SW 21-117-CAL-01
SCE/SSJ/location
SCE/ssj/Site Layout A
SCE/SSJ/PL Section
SCE/SSJ/Ash
SCE/SSJ/Aspen elev
SCE/SSJ/Aspen fl
SCE/SSJ/Birch
SCE/SSJ/DGarage/Store
SCE/SSJ/Hawthorn elev
SCE/SSJ/Hawthorn fl
SCE/SSJ/Holly elev
SCE/SSJ/Holly fl
SCE/SSJ/Laurel
SCE/SSJ/Magnolia
SCE/SSJ/Maple
SCE/SSJ/Oak elev
SCE/SSJ/Oak fl
SCE/SSJ/SGar & DGar
SCE/SSJ Willow elev
SCE/SSJ/Willow fl
21-117-002 P3
21-117-003 P4
21-117-004 P3
005 P2
006 P1
21-117-001 Rev P5

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

3 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.

4 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (ECL0456/Shields Wilson. May 2021) forming part of this planning application, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

- the floor level of 2 storey dwellings is 0.3m above surrounding ground level
- the floor level of single storey dwellings is 0.5m above surrounding ground level.
- there should be 0.3m of flood resilient construction above finished floor level.

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.

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

The scheme shall include the following measures unless the LPA dispenses with any such requirement in writing.

A written method statement detailing the remediation strategy for land contamination and/or pollution of controlled waters affecting the site and a timetable for their completion shall be submitted to and approved in writing by the LPA. This shall include details of the proposed
verification plan including compliance criteria and monitoring details.

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

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

6 Prior to the first occupation of the development, two full copies of a verification report shall be submitted to and approved in writing by the LPA.

The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation objectives and criteria has been fully met.

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

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

7 The scheme of landscaping and tree planting shown on dwg. no. SCE/ssj/Site Layout A

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.

The existing tree belt to the Eastern boundary shown on dwg. no. SCE/ssj/Site Layout A shall be retained and maintained for the life of the development and during that period all losses shall be made good as and when necessary.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

8 Prior to the occupation of the last dwelling hereby permitted, all areas of publicly accessible open space shown on dwg. no. SCE/ssj/Site Layout A, shall be laid out and made available for use and shall thereafter be so maintained.

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 Policy 32 of the South East Lincolnshire Local Plan, 2019.

9 Details of the design and positions of all external boxes for gas and electricity supplies and of any gas flues and soil vent pipes shall be submitted to and approved in writing by the Local Planning Authority prior to their installation and there shall be no variation from the details so approved.

Reason : To ensure that the Local Planning Authority retains control over these details 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 Three swift nest bricks shall be incorporated within the external walls of each of the two storey dwellings hereby approved and shall be retained thereafter.

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

11 The development hereby permitted shall be undertaken in accordance with a Construction Management Plan and Method Statement that shall first be submitted to, and approved in writing by, the Local Planning Authority.

The Construction Management Plan and Method Statement shall indicate measures to mitigate against the adverse impacts of vehicle movements and vehicle parking and shall include;

- the phasing of the development to include access construction;
- the parking of vehicles of site operatives and visitors;
- the loading and unloading of plant and materials;
- the storage of plant and materials used in constructing the development;
- wheel washing facilities;
- a strategy stating how surface water run off on and from the development will be managed during construction and protection measures for any sustainable drainage features. This should include drawing(s) showing how the drainage systems (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 the adjacent public highway and to ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development during construction.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

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

Reason: In the interests of safety, to avoid the creation of pedestrian trip hazards within the public highway from surfacing materials, manholes and gullies that may otherwise remain for an extended period at dissimilar, interim construction levels.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

13 The permitted development shall be undertaken in accordance with an Estate Road Phasing and Completion Plan, which shall first be approved in writing by the Local Planning Authority. The Plan shall set out how the construction of the development will be phased and standards to which the estate roads on each phase will be completed during the construction period of the development.

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

14 Prior to the construction above damp proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the occupation of any phase, the foul water drainage works relating to that phase must have been carried out in complete accordance with the approved scheme.

Reason: To prevent environmental and amenity problems arising from flooding.
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, 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 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.

16 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.

17 Notwithstanding the details submitted, the following landing window shall be obscure glazed using obscured glass and thereafter so maintained:

Plot 1 - northern side elevation.

Reason: To prevent overlooking in the interests of the amenity of nearby residents.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019 and with national guidance contained in Section 12 of the National Planning Policy Framework 2019.

Notes:

Anglian Water Informatives:

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

(2) INFORMATIVE

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

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

(4) INFORMATIVE - Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.

(5) INFORMATIVE: The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.)

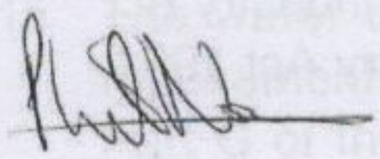
All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. Those roads that are to be put forward for adoption as public highways must be constructed in accordance with the Lincolnshire County Council Development Road Specification 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 Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

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

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



Phil Norman
Planning Manager
South Holland District Council

2nd March 2022

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

SCHEDULE 3

(THE OWNERS' COVENANTS)

The Owners covenant with the Council as follows:

1. EDUCATION CONTRIBUTION

1.1 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.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. EDUCATION CONTRIBUTION

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

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

1.2.1 apply the Education Contribution towards an extension of University Academy Long Sutton to support secondary education provision, the need of which arises from the Development and for no other purposes whatsoever.

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

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

2. GENERAL

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

2.2 At the written request of the 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.

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

Authorised Signatory

EXECUTED as a **DEED** by

SCENIC HOMES LTD

acting by a Director and its

Secretary or two Directors

Signature of Director

Signature of Secretary/Director

SIGNED as a **DEED** by

PETER MICHAEL HEANES

in the presence of:

Name of Witness AMY CLAIRE RANLING

Signature of witness

Address OPEN FIELDS BARNS DELGATE BANK WESTON HILLS SPALDING PE12 6DW

Occupation TEACHER.