

Our Ref: 19_02047_C

28 August 2020

Dear Mr & Mrs Seymour

RE: Consent to relax Byelaw 10 (no works within 9 metres of the edge of drainage / flood risk management infrastructure)

Further to your application for the above, I am pleased to be able to grant consent on behalf of the Board. Consent is granted subject to compliance with the specifications and conditions listed below. Please inform the Board **within 28 days of the date of this letter** if you do not accept these. Nil response by this deadline will be taken as acceptance of the conditions.

South Holland Internal Drainage Board ("the Board"), in exercise of its powers under Byelaw 10 of the Byelaws, and subject to the conditions and the specifications attached, hereby grants consent to the works or operations described in the Consent.

Consent number: 19_02047_C

Date consent shall come into effect: 28/08/2020

Grantee: Mr & Mrs Seymour
The Childers
26 High Road
Whaplode
Spalding
Lincolnshire
PE12 6UA

Watercourse: Board maintained and owned watercourse known as P60 Whaplode River (DRN206G6006)

Location: Field adjacent Stockwell Gate, Whaplode, Spalding, Lincolnshire, PE12 6UE

Map Grid Reference: 531500, 325000

Description of works: Field gate and laurel hedge plants within the 9 metre Byelaw zone of Board adopted watercourse P60 Whaplode River.



Mr D R Worth (Chairman) Mr S A R Markillie (Vice-Chairman)
Mr P J Camamile (Chief Executive)



Cert No. GB11990

Cert No. GB11991

Conditions:

- C1 Officers must be allowed to inspect the works if they request to do so. Please complete the Notice to Commence Works form included with this consent and return (via email or post) to the Board or alternatively please contact this office to notify the Board of when you intend to start construction.
- C2.1 Consent is granted subject to the proposed works being completed within 3 years of the date of this letter. Failure to complete the works in accordance with this time period, and/or in compliance with the conditions contained in this letter, may result in this consent being invalidated and could necessitate the removal or remediation of any works. Within this time period the consent cannot be sold, inherited or otherwise passed on without prior written agreement being obtained from the Board, unless the works have previously been completed in accordance with the conditions/specification contained herein. Once these works are completed, any successors of the grantee must be made aware of the conditions of this consent.

Specifications:

- Access: a 15ft wide, dual access and single locking gate, is required to facilitate the Boards access to the adopted watercourse. The gate is to be to be driven in, as opposed to cemented, at a 7 metre distance from Stockwell Gate road, in the position shown in Figure 1, overleaf.
- The approximate 80 no. laurel hedge plants, are to be planted at least a 7.5 metre distance from the brink of the watercourse, allowing for growth. The hedging must not be any closer than 7 metres from the edge of the adopted watercourse following its growth.

In addition to the above, please be aware of the following informative conditions.

- I1 All references in this letter to the Board are to be construed as including successor organisations to the current Board.
- I2 No part of this consent shall adversely affect the Board's rights or responsibilities as defined in the Land Drainage Act 1991 or in its Byelaws, unless those rights or responsibilities are expressly varied herein.
- I3 Other than the works consented in this letter, you must not make alterations to any watercourse, or otherwise infringe the Board's Byelaws or the current or any future Land Drainage Act, unless prior written consent is obtained from the Board.
- I4 This consent cannot be taken to mean that the proposed works will comply with the requirements of any other interested parties, including the Local Planning Authority, Water Company, land owners or occupiers, and it's your responsibility to ensure that they do. The Board cannot be held liable if the works outlined in this letter are carried out and are not acceptable to any other interested party, or for any possible implications arising from this.
- I5 The Board cannot be held liable for damage to any services crossing, or adjacent to, the areas of land where you will be undertaking these works, howsoever caused. It is therefore entirely your responsibility to locate and avoid any such services.

- I6 It is the applicant's responsibility to ensure no loss of protected species or habitat as a result of the consented works. This may require the undertaking of an environmental survey. You should seek specialist advice as to the need for this and implement mitigation if specified.
- I8.1 The applicant is responsible and liable for the design and installation of the proposed works. Where there are any problems caused to others due to these planned or associated works, then the applicant will be held liable and be responsible to ensure that these are rectified.
- I10.2 Responsibility for maintenance of all elements of the works hereby consented, and all costs associated with this, will remain with you and future owners of the areas of land affected by this application.
- I12 The works are all to be undertaken entirely at your expense.
- I15 Where damage is caused to the Board's watercourse during the construction and installation works these should be rectified by the Grantee to as near the pre-construction state as possible, as determined by the Board's officers.
- I18 The Board reserves the right to widen or otherwise maintain, repair, or improve the watercourse in such a manner as may require the dismantling and removal of any part, or all of, the consented works at the cost of the grantee or their successors within the Board's watercourse and/or 9m byelaw distance. These removal works are to be undertaken by the grantee or their successors within 3 months of a written notice from the Board, after which point the Board's operatives may remove the consented works again at the cost of the grantee or their successors.
- I19 In the event that the consented works being damaged by the Board's operatives, including by means of vehicles or machinery, the responsibility for the repair and all associated costs will rest with the grantee or their successors.

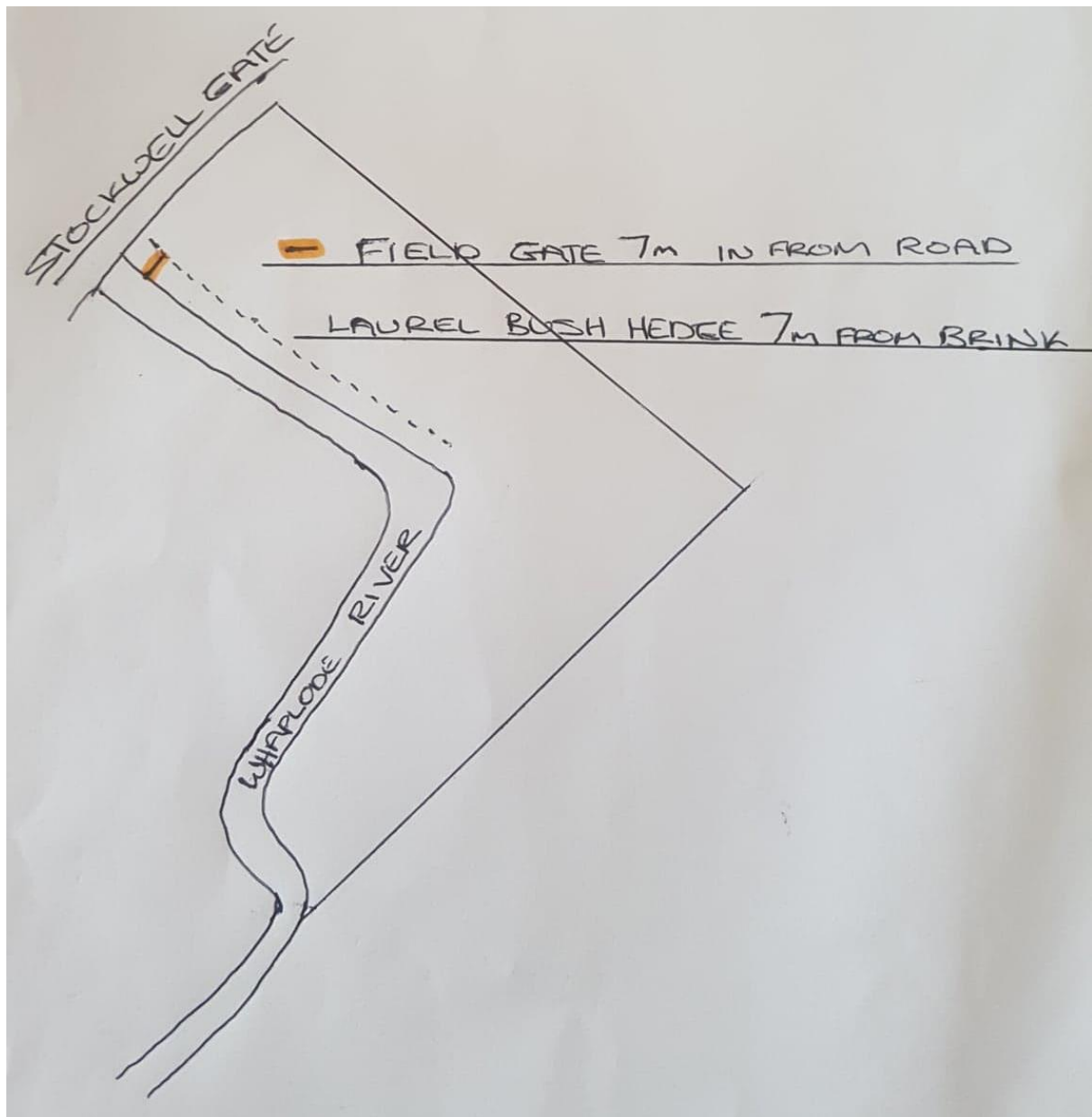
Site Map or Plan

Figure 1: Extract from the plan submitted with your consent application, showing the location of the field gate and laurel hedge plants, in proximity to Board adopted watercourse P60 Whaplode River.

Authorisation

Signed on behalf of South Holland Internal Drainage Board

A handwritten signature in dark ink, appearing to read 'P. Camamile', is centered below the text 'Signed on behalf of South Holland Internal Drainage Board'.

Phil Camamile, Chief Executive, Water Management Alliance

If you require any further information, please do not hesitate to contact me.

Kind Regards,

Charlotte Orr
Sustainable Development Officer
Water Management Alliance

NOTICE TO COMMENCE WORKS

To:

SOUTH HOLLAND INTERNAL DRAINAGE BOARD
MARSH REEVES
FOXES LOWE ROAD
HOLBEACH
SPALDING
LINCOLNSHIRE
PE12 7PA

RE: Consent to relax Byelaw 10 (no works within 9 metres of the edge of drainage / flood risk management infrastructure)

Consent Number: 19_02047_C

I hereby give notice that I intend to start on _____ in accordance with the above consent.

Signed: _____

Print: _____

Date: _____