

DATED

17 April

2024

PLANNING AGREEMENT

between

BOSTON BOROUGH COUNCIL

-and-

ALLISON HOMES LIMITED

-and-

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Agreement under section 106 Town & Country Planning Act 1990 (as amended)
relating to land off Middlegate Road, Frampton, Boston

**CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL DOCUMENT**

Name MARTHA REES
 Signature [REDACTED]
 Dated 17.04.2024

SENIOR SOLICITOR
LEGAL SERVICES LINCOLNSHIRE

Legal Services Lincolnshire
County Offices
Newland
Lincoln
LN11YS

Legal Ref: BB030.220
Planning Ref: 20/1196/FUL

THIS DEED is made the 17 day of April 2024

BETWEEN

- (1) **BOSTON BOROUGH COUNCIL** of Municipal Buildings West Street Boston Lincolnshire PE21 8QR ("the Council")
- (2) **ALLISON HOMES LIMITED** (Company registration number 06235048) whose registered office is at Fleet House Cygnet Road Hampton Peterborough PE7 8FD ("the Owner")
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (Company registration number 06447555) whose registered office is at 8 Canada Square London E14 5HQ ("the Chargee")

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations and covenants contained in this Deed are enforceable
- (B) The Council is the housing authority for the purposes of the Housing Act 1985
- (C) The Council is the local authority for the purposes of the 1972 Act and the 2011 Act
- (D) The Owner is the freehold owner of the Site registered at HM Land Registry under part of title number LL400088
- (E) The Chargee has the benefit of a charge over the Site dated 16 August 2022
- (F) The Owner is currently developing the Phase 1 Land pursuant to the Original Permission which is subject to the Existing Agreement.
- (G) The Owner has now submitted the Phase 2 & 3 Planning Application to the Council and the Council are desirous of granting the Phase 2 & 3 Permission subject to the completion of this Deed.
- (H) The Parties have agreed to enter into this Deed in order to secure the planning obligations for the Site contained in this Deed
- (I) The Parties hereto acknowledge that following the implementation of the Phase 2 & 3 Permission it will not be possible to continue to develop the Site pursuant

to the Original Permission and that the triggers for payment of the financial contributions towards education healthcare and bus travel contained in the Existing Agreement will not be reached

(J) In accordance with the provisions of the Existing Agreement the Owner has submitted details of the Landscaping Scheme and the Compensatory Winter Foraging Habitat Area to the Council and the provisions of this Deed do not seek to alter the obligations contained within the Existing Agreement insofar as they relate to the ongoing provision of the Winter Foraging Habitat Area nor the Landscaping Scheme and Landscaping Plan

OPERATIVE PART

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following terms and expressions shall have the following meaning:

"1972 Act"	means the Local Government Act 1972 (as amended)
"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2011 Act"	means the Localism Act 2011
"Bus Stop Contribution"	means the sum of Eight Thousand Pounds (£8,000) for two formalised bus stops for the K58 Service which are to be located on Middlegate Road West adjacent to the Site and the other on Lighton Road near the existing location at the Green/Walnut Road
"Commencement of Development"	means the earliest date on which any material operation as defined by section 56(4) of the 1990 Act is begun on the Site pursuant to the Phase 2 & 3 Permission excluding any operations relating to site investigations or survey works, archaeological investigations, remedial work in respect of contamination or other adverse ground conditions,

"Development"	ecology investigation or monitoring and any ecological protection or relocation, diversion or laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisement, site clearance or demolition work means the development the subject of the Phase 2 & 3 Permission
"Dwelling"	means any dwelling (including a house flat bungalow or maisonette) to be constructed pursuant to the Phase 2 & 3 Permission on the Phase 2 & 3 Land or pursuant to the Original Permission on Phase 1 (as appropriate)
"Existing Agreement"	means the agreement entered into under Section 106 of the 1990 Act dated 19 September 2017 by Boston Borough Council (1) and Lincolnshire County Council (2) Larkfleet Limited (4) and Geoffrey Sedgley Woodward and Christopher John Lighton Woodward (4) in connection with the development of the Site pursuant to the Original Permission as varied by a deed of variation dated 31 March 2021 made between Boston Borough Council (1); Lincolnshire County Council (2); Allison Homes Limited (3); HSBC UK Bank PLC (4); and Solutus Advisors Limited (5) made pursuant to section 106 and section 106A of the 1990 Act
"Financial Viability Appraisal"	means an appraisal to be undertaken by a suitably qualified expert appointed by the Owner
"Independent Review"	means the review of the Financial Viability Appraisal to be undertaken in accordance with the provisions of the Schedule 3 and Schedule 5
"Index"	means the RICS BCIS TPI (Royal Institute of Chartered Surveyors Building Cost Information Service Tender Price Index) and in the event that the

relevant Index ceases to exist or is replaced or rebased then reference to the relevant Index shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed)

"Interest"

means interest at 4% above the base lending rate of the Bank of England from time to time

"Landscaping Scheme"

means a detailed hard and soft landscaping and planting scheme for all those areas edged green outside the red line application Site as shown on the Landscaping Plan and to include species, stock size on planting, planting densities, and a time scale for implementation and measures to ensure for the management and maintenance of these works

"Monitoring Fee"

means the sum of £2750.00 (two thousand seven hundred and fifty pounds)

"Occupied" and "Occupation"

means occupation of an individual constructed Dwelling for the purposes permitted by the Phase 2 & 3 Permission from which the Development benefits 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

"NHS"

means NHS Lincolnshire Clinical Commissioning Group of Bridge House, The Point, Lions Way, Sleaford, NG34 8GG and is the health authority for the area within which the Site is situated

"Original Permission"

means the planning permission granted at appeal pursuant to reference APP/Z2505/W/17/3170198 and more particularly planning permission for the erection of up to 195 dwellings (amended from 215) including access off Middlegate Road West, public open space

	and drainage infrastructure allocated the Council's reference number B/16/0380
"Phase 1 Land"	means that part of the Site shown edged blue on the Plan
"Phase 1 Education Contribution"	means the sum of Thirty Five Thousand Seven Hundred and Twenty One Pounds (£35,721.00) for the construction of an additional mathematics classroom at Boston Grammar School
"Phase 1 NHS Contribution"	means the sum of Twenty Three Thousand Nine Hundred and Seventy Six Pounds (£23,976.00) for the upgrading of the record room and clinical rooms at Kirton Medical Centre
"Phase 2 & 3 Contributions"	means the Phase 2 & 3 Education Contribution and the Phase 2 & 3 NHS Contribution
"Phase 2 & 3 Education Contribution"	means the sum of Ninety Three Thousand Two Hundred and Seventy Two Pounds (£93,272.00) for the construction of an additional mathematics classroom at Boston Grammar School
"Phase 2 & 3 Land"	means that part of the Site shown edged red on the Plan
"Phase 2 & 3 NHS Contribution"	means the sum of Sixty Two Thousand Six Hundred and Four Pounds (£62,604.00) for the upgrading of the record room and clinical rooms at Kirton Medical Centre
"Phase 2 & 3 Planning Application"	means the planning application means the planning application submitted to the Council with reference B/21/0413 for the re-plan and re-design of the housing layout within phases 2 & 3 (154 dwellings) on parts of the site previously approved under B/18/0039 (for the erection of up to 195 dwellings); including provision of 13 additional units (to create a combined total of 208 dwellings) and revisions to proposed house types

"Phase 2 & 3 Permission"	means the planning permission issued pursuant to the Phase 2 & 3 Planning Application and substantially in the form as annexed to this Deed at Schedule 2
"Plan"	means the plan annexed to this Deed at Schedule 1 identifying the Site
"the Site"	means the areas of land which are shown edged red and blue on Plan and more particularly described in Schedule 1
"Working Day"	means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory Bank or public holidays in England or holiday agreed by either party for all employees of that party

- 1.2. Where in this Deed reference is made to any clause paragraph Schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph Schedule recital or plan in this Deed.
- 1.3. Where in any Schedule or part of any Schedule reference is made to a paragraph such reference shall (unless the context requires otherwise) be to a paragraph of that Schedule or (if relevant) part of that Schedule.
- 1.4. References to any party to this Deed shall include reference to their successors in title and assigns and to persons claiming or deriving title through or under them and in respect of the Council shall include the successors to their respective statutory functions.
- 1.5. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.6. 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 interchangeable in that manner.
- 1.7. 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.
- 1.8. 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.

- 1.9. "notify" and "notification" mean the transmission of written information by means of letter or facsimile from one party to another **PROVIDED THAT** if the said transmission is received prior to 10.00am on any Working Day the time periods for response laid out in this Deed shall commence from that Working Day whereas if the transmission is received after 10.00am the aforesaid time period shall commence from the following Working Day.

2. **LEGAL BASIS**

- 2.1. This Deed is made pursuant to Section 106 and Section 106A of the 1990 Act Sections 111 and 120 and 139 of the 1972 Act and Section 1 of the 2011 Act.
- 2.2. The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are intended to be enforceable by the Council as local planning authority.

3. **CONDITIONALITY**

This Deed is conditional upon the grant of the Phase 2 & 3 Permission and the Commencement of Development **SAVE FOR** the provisions of clauses 4.2 (land charge), 4.6 (notice of ownership change) and 5.1.2 (legal fees) which shall come into effect immediately upon completion of this Deed.

4. **AGREEMENTS AND DECLARATIONS**

- 4.1. The Parties agree and declare that the provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.2. This Deed shall be registrable as a land charge by the Council as local planning authority.
- 4.3. the covenants given in this Deed shall cease to have effect if:
- 4.3.1. the Phase 2 & 3 Permission is quashed revoked superseded or otherwise withdrawn at any time; or
 - 4.3.2. the Phase 2 & 3 Permission expires prior to the Commencement of Development; or

4.3.3. the Phase 2 & 3 Permission is modified by any statutory procedure without the consent of the Owner prior to the Commencement of Development prior to the Commencement of Development.

- 4.4. Following the performance and satisfaction of all of the obligations contained in this Deed the Council shall effect the cancellation of all relevant entries made in the Register of Local Land Charges in respect of this Deed at no cost to the Owner.
- 4.5. No person or party shall be liable for a breach of the restrictions covenants and obligations contained in this Deed after that person or party has parted with all of his interest in the Site or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting.
- 4.6. The Owner agrees to give the Council written notice of any change in ownership of its interest in the entire Site occurring before all the obligations under this Deed have been discharged within 5 Working Days of the change occurring.
- 4.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Original Permission and the Phase 2 & 3 Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.8. Nothing contained in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.9. If any severable provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 4.10. Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.11. Any notices requests demands or other written communications pursuant to this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 4.12. The obligations in this Deed shall not be enforceable against a statutory undertaker after the transfer of statutory apparatus and land upon or in which statutory apparatus is situated to that statutory undertaker nor enforceable against any highway authority which may be responsible for any public highways maintainable at public expense.
- 4.13. The obligations of this Deed shall not be enforceable against owner-occupiers or tenants (and their mortgagees) of the Dwellings nor anyone deriving title from them.
- 4.14. Any payment made pursuant to this Deed shall be Index linked in accordance with the Index from the date of this Deed until the date of payment of each financial contribution.
- 4.15. If any financial contribution due under this Deed is paid late Interest will be payable from the date payment is due until the date payment is made.

5. OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council so as to bind the land into whosoever hands the same may fall:-
- 5.1.1 to comply with its obligations as set out in Schedules 3 and 4 of this Deed and to continue to comply with its obligations as set out in the Existing Agreement;
- 5.1.2 to pay to the Council on the completion of this Deed the reasonable legal costs of the Council in preparing negotiating and completing this Deed.

6 COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to comply with its obligations as set out in Schedule 5 of this Deed and to continue to comply with its obligations as set out in the Existing Agreement.

7 CHARGEES' CONSENT

- 7.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent but without any liability and that the Site shall be bound by the obligations contained in this Deed PROVIDED THAT the Chargee and any future mortgagee shall have no liability under this Deed or the Existing Agreement unless it takes possession of that part of the Site over which it has

a charge as mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner provided that it shall not in any event be liable for any breach of this Deed or the Existing Agreement arising prior to it becoming a mortgagee in possession of the Site and nor shall it be liable for any breach of this Deed unless it shall have caused such breach to have been occasioned.

7.2 The Parties hereto agree that any future chargees of the Site shall have no liability under this Deed or the Existing Agreement (as amended by this Deed) unless and until they become a mortgagee in possession of the Site.

8 **JURISDICTION**

This Deed shall be governed by and interpreted in accordance with the law of England.

9 **WAIVER**

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

10 **DISPUTE RESOLUTION**

10.1 In the event of there being a dispute arising out of this Deed or the subject matter thereof the following provisions shall apply:

10.1.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement.

10.1.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of either party after giving notice in writing to the other party to this Deed.

10.1.3 The person to be appointed pursuant to clause 10.1.2 shall be a person having five years or more post qualification experience of projects comprising works of the scale and nature of the Development.

10.1.4 Reference to the expert shall be on terms that determination shall take place within 25 Working Days of the expert accepting his instructions.

10.1.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares.

10.1.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision.

10.1.7 The findings of the expert shall (other than in the case of a manifest material error or fraud) be final and binding on the parties to the dispute.

11. EXECUTION AND DELIVERY

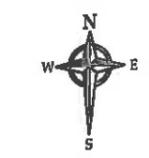
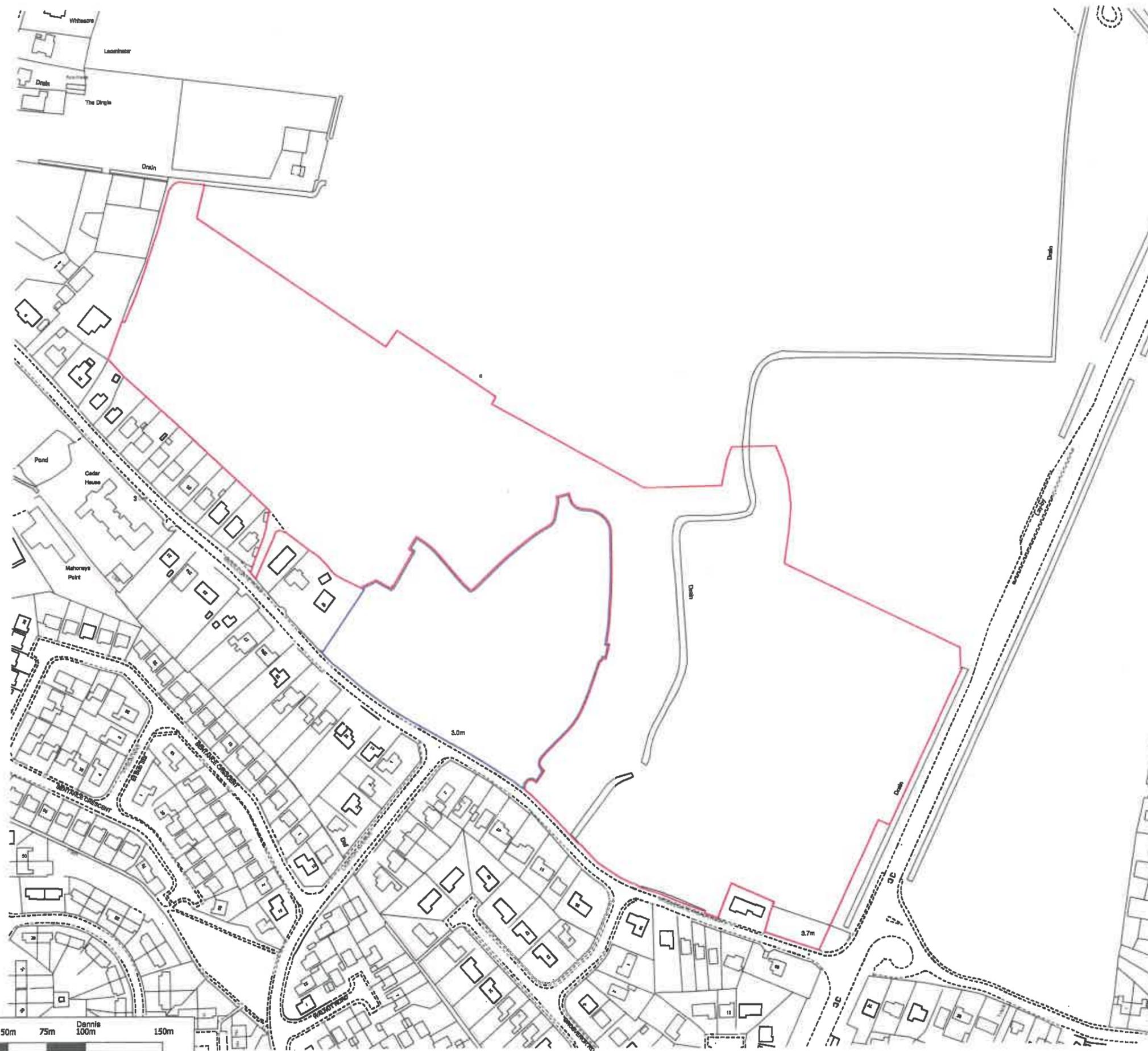
This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

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

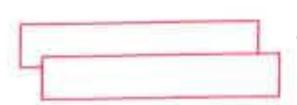
SCHEDULE 1

**DETAILS OF THE OWNER'S TITLES AND DESCRIPTION OF THE SITE
AND THE PLAN**

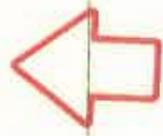
Land off Middlegate Road, Frampton, Boston as shown edged red and blue on the Plan
and being part of the land registered at HM Land Registry under part of title number
LL400088.



[Handwritten signature]



Show detail



REVISION	DATE	DESCRIPTION	DRAWN



**ALLISON
HOMES**

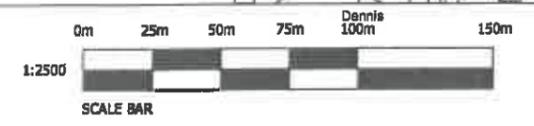
LARKFLEET HOMES
LARKFLEET HOUSE
SOUTHFIELDS BUSINESS PARK
BOURNE
LINCOLNSHIRE
PE10 0FF
TEL: 01778 391560

PROJECT
**MIDDLEGATE ROAD
FRAMPTON**

DRAWING TITLE
SITE EDGED RED

SCALE	DATE	DRAWN	APPROVED
1:2500 @ A3	06.12.2021	DAW	

DRAWING NO.	REVISION
L183/RLP/01	-



SCHEDULE 2
DRAFT PHASE 2 & 3 PERMISSION



B O S T O N

BOROUGH COUNCIL

Municipal Buildings, West Street, Boston, Lincolnshire, PE21 8QR

Town and Country Planning Act 1990

APPLICATION DECISION NOTICE

Application Reference: B/21/0413

Applicant: Mrs Hannah Guy
Larkfleet Homes
Larkfleet House
Falcon Way
Bourne
PE30 0FF

In pursuance of the powers exercised by it as Planning Authority, Boston Borough Council, having considered your application to carry out the following development:

Re-plan and re-design of the housing layout within phases 2 & 3 (194 dwellings) on parts of the site previously approved under B/18/0039 (for the erection of up to 195 dwellings); including provision of 13 additional units (to create a combined total of 208 dwellings) and revisions to proposed house types at Land at Middlegate Road West, Frampton

And in accordance with this notice and the particulars given in the application, do hereby give notice of its decision to **GRANT Full Planning Permission** for the said development subject to compliance with the following condition(s):

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

Reason: Required to be imposed pursuant to Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall not be carried out except in complete accordance with the following details shown on the submitted plans:

- L183/RLP/01 Site Location Plan
- L183/SITE/OVERVIEW/02 Full Site Layout Overview 2



- L183/PH2/AMENDS Phase 2 Planning Layout
- L183/PH3/AMENDS Phase 3 Planning Layout
- L183/CHRT/FULL Charter Plan Full Site
- L183/CHRT/PH2 Charter Plan Phase 2
- L183/CHRT/PH3 Charter Plan Phase 3
- L183/REPLAN-2/PHASE-2/DRAFTING Rev C Phase 2 - Replan 2 Drafting Layout
- L183/REPLAN-2/PHASE-3/DRAFTING-1 Phase 3 - Replan 2 Drafting Layout
- SL01 Rev B Site Layout 1A and SK02 Rev B Sketch Layout 1B
- MA10953-600-1 Rev E External Works Layout Sheet 1
- MA10953-600-2 External Works Layout Sheet 2
- MA10953-600-3 Rev F External Works Layout Sheet 3
- MA10953-600-4 Rev G External Works Layout Sheet 4
- MA10953-600-5 Rev G External Works Layout Sheet 5
- MA10953-600-6 Rev F External Works Layout Sheet 6
- L--/H50/SEMI/DS H50 Semi-Detached Design Sheet
- C312 Floor Plans and Elevations
- C313 Floor Plans and Elevations
- H59/DS-Rev A H59 Bungalow Design Sheet
- H62/DS Rev A H62 Bungalow Design Sheet
- Housetype Portfolio P121, P241, P351, P354, P461
- B201 - New House Type Floor Plans and Elevations
- 1207/A00/DS 1207-House Type Design Sheet
- C301 - Ashton Nettleham Floor Plans and Elevations
- 1303/A00/DS 1303-Bungalow The Aldeby
- C303 - Newbury Newton Floor Plans and Elevations
- C306 - New House Type Floor Plans and Elevations
- D401 - New House Type Floor Plans and Elevations
- D403 - New House Type Floor Plans and Elevations
- L000/H50/01 - House Type H50
- L00/2432/DS 2432 Design Sheet
- L000/2440/L/DS 2440 House Type Design Sheet
- L00/3311/DS 3311 Design Sheet
- L00/3402/DS1 3402 Design Sheet Floor Plans
- L00/3402/DS2 3402 Design Sheet Elevations
- L000/2228/L/DS 2228 House Type Design Sheet
- L000/2310/L/DS 2310 House Type Design Sheet
- L183/DSG/02 Rev A Double Shared Garage Detached Side Gable
- L183/SG/02 Rev A Single Garage Detached Front Gable
- L183/COMPOUND/01 Rev A Compound Layout
- L183/BNDTRT/PH 1 Boundary Treatments Phase 1
- 2106.30105(Middlegate Road_LarkfleetHomes) Play Area Details
- MA10953-605-6 Pumping Station Details Sheet 2
- MA10953-605-7 Pumping Station Details Sheet 3
- MA10953-605-8 Pumping Station Details Sheet 4
- MA10953-605-9 Pumping Station Details Sheet 5
- MA10953-204-1 N S104/S38 Longitudinal Sections Sheet 1
- MA10953-204-2 J S104/S38 Longitudinal Sections Sheet 2
- MA10953-204-3 K S104/S38 Longitudinal Sections Sheet 3
- MA10953-204-4 J S104/S38 Longitudinal Sections Sheet 4
- MA10953-204-5 J S104/S38 Longitudinal Sections Sheet 5
- MA10953-204-6 K S104/S38 Longitudinal Sections Sheet 6

- MA10953-204-8 S104/S38 Longitudinal Sections Sheet 7
- MA10953-205-2 Rev L Foul Water Manhole Schedule Sheet 2
- MA10953/206 C Drainage Construction Details
- MA10953-200-1 Rev S S104 Drainage Layout Sheet 1
- MA10953-200-2 Rev W S104 Drainage Layout Sheet 2
- MA10953-200-3 Rev X S104 Drainage Layout Sheet 3
- MA10953-200-4 Rev Y S104 Drainage Layout Sheet 4
- MA10953-200-5 Rev A2 S104 Drainage Layout Sheet 5
- MA10953-200-6 Rev Y S104 Drainage Layout Sheet 6
- MA10325/200 Rev D Proposed Surface and Foul Water Strategy
- MA10953-204-7 Pond Cross Sections
- MA10953-205-1 Rev K Surface Water Manhole Schedule Sheet 1
- MA10953 / 209-1 Headwell Culvert Details
- MA10953 / 210 Rising Main Longitudinal Section
- MA10953-605-3 Flow Control Details Sheet 1
- MA10953-605-4 Flow Control Details Sheet 2
- 7343-L-04 Rev A Landscape Cross Sections & Plans
- 7343-L-110 Buffer Planting Landscape Proposals
- 7343-L-103 Rev D Detailed Soft Landscape Proposal Structural Landscape and POS Sheet 3 of 3
- 7343-L-109 Detailed Soft Landscape Proposal on Plot Planting .6 of 6

Reason: To ensure the development is undertaken in accordance with the approved details, in the interest of residential amenity and to comply with Policies 2 and 3 of the South East Lincolnshire Local Plan 2019.

3. Before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage from an existing public highway, with the exception of the carriageway and footway surface courses, shall be constructed to a specification to enable them to be adopted as highway maintainable at the public expense. The carriageway and footway surface courses shall be completed within three months from the date upon which the penultimate dwelling is commenced.

Reason: In the interests of highways safety in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan 2019.

4. Notwithstanding the details in the submitted Flood Risk Assessment (MA10325-FRA-R04, May 2017, Millward Integrated Engineering Consultants), finished floor levels of the dwellings hereby permitted shall be set as indicated in the following approved drawings:

- MA10953-600-1 Rev E External Works Layout Sheet 1
- MA10956-600-2 External Works Layout Sheet 2
- MA10956-600-3 Rev F External Works Layout Sheet 3
- MA10956-600-4 Rev G External Works Layout Sheet 4
- MA10956-600-5 Rev G External Works Layout Sheet 5
- MA10956-600-6 Rev F External Works Layout Sheet 6

Reason: To reduce the risk and impact of flooding, in accordance with Policy 4 of the South East Lincolnshire Local Plan 2019.

5. The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk Assessment (Millward ref MA 10325-FRA-R04 dated May 2017) and MA10953 Flood Resilience Measures and Plan, in particular resistance measures shall include flood resistant doors to be fitted to all external doors of dwellings before each dwelling is first occupied.

Reason: To reduce the risk and impact of flooding, in accordance with Policy 4 of the South East Lincolnshire Local Plan 2019.

6. Prior to the occupation of any dwelling hereby approved, a Flood Warning and Evacuation Plan shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be fully implemented prior to occupation and subsequently remain in place.

Reason: To reduce the risk of flooding to the proposed development and future occupants in accordance with Policy 4 of the South East Lincolnshire Local Plan 2019.

7. The surface water and foul water drainage method hereby approved shall be undertaken in complete accordance with drawings:

- MA10953-204-1 N S104/S38 Longitudinal Sections Sheet 1
- MA10953-204-2 J S104/S38 Longitudinal Sections Sheet 2
- MA10953-204-3 K S104/S38 Longitudinal Sections Sheet 3
- MA10953-204-4 J S104/S38 Longitudinal Sections Sheet 4
- MA10953-204-5 J S104/S38 Longitudinal Sections Sheet 5
- MA10953-204-6 K S104/S38 Longitudinal Sections Sheet 6
- MA10953-204-8 S104/S38 Longitudinal Sections Sheet 7
- MA10953-205-2 Rev L Foul Water Manhole Schedule Sheet 2
- MA10953/206 C Drainage Construction Details
- MA10953-200-1 Rev S S104 Drainage Layout Sheet 1
- MA10953-200-2 Rev W S104 Drainage Layout Sheet 2
- MA10953-200-3 Rev X S104 Drainage Layout Sheet 3
- MA10953-200-4 Rev Y S104 Drainage Layout Sheet 4
- MA10953-200-5 Rev A2 S104 Drainage Layout Sheet 5
- MA10953-200-6 Rev Y S104 Drainage Layout Sheet 6
- MA10325/200 Rev D Proposed Surface and Foul Water Strategy
- MA10953-204-7 Pond Cross Sections
- MA10953-205-1 Rev K Surface Water Manhole Schedule Sheet 1
- MA10953 / 209-1 Headwell Culvert Details
- MA10953 / 210 Rising Main Longitudinal Section
- MA10953-605-3 Flow Control Details Sheet 1
- MA10953-605-4 Flow Control Details Sheet 2

unless otherwise agreed in writing by the Local Planning Authority. The method shall be fully implemented prior to occupation and subsequently remain in place.

Reason: To ensure that the site is adequately drained and to avoid pollution in accordance with Policy 30 of the South East Lincolnshire Local Plan 2019.

8. The development hereby permitted shall be carried out in strict accordance with the Construction Management Plan (dated February 2020) and drawing L183/COMPOUND/01 Rev A Compound Layout unless otherwise agreed in writing with the Local Planning Authority

Reason: In the interest of residential amenity and to comply with Policies 2 and 3 of the South East Lincolnshire Local Plan 2019.

9. The development permitted by this planning permission shall be carried out in accordance with the Archaeological Evaluation Report (Land off Middlegate, Kirton in Holland PCAS job ref 1818 Author: PCAS Archaeology Ltd.). The archaeological site work shall only be undertaken in accordance with the approved written scheme.

Reason: To ensure the preparation and implementation of an appropriate scheme of archaeological mitigation in accordance with national guidance contained in the National Planning Policy Framework 2023 and accordance with Policy 29 of the South East Lincolnshire Local Plan 2019.

10. The soft and hard landscaping, and the landscaping scheme of the 'buffer area' identified on the submitted layout plans between the even numbered properties fronting Middlegate Road West shall be carried out in strict accordance with:

- 7343-L-103 Rev D Detailed Soft Landscape Proposal Structural Landscape and POS Sheet 3 of 3
- 7343-L-109 Detailed Soft Landscape Proposal on Plot Planting 6 of 6
- Drawing No. 7343-L-110
- Estate Works Specification dated February 2020
- Drawing No. 7343-L-04 Rev A

Any tree which becomes defective, is destroyed, dies or becomes seriously damaged within 5 years of being first planted shall be replaced with a tree of the same species and size as originally planted. The approved details shall be implemented in full no later than the end of the first planting season. Details approved available after each phase of the development hereby permitted being brought into first occupation.

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

11. The Local Equipped Area for Play and timetable for implementation shall be undertaken in complete accordance with drawings:

- Drawing Reference: 2106.30105(MiddlegateRoad_LarkfleetHomes) – dated 6 July 2021;
- Specification Sheet showing the following equipment in detail: Diabolo Multiplay J3836A-C, Speed Gyro J2400A, Metal Combination Swing J473A, Metal Pod Swing J441A, Failing Star Spirnger J839A, Balancing Circuit J09A.
- Allison Homes headed letter dated 9th January 2024

The details shall be implemented in full and retained.

Reason: For the avoidance of doubt and to protect the visual amenities of the locality and accord with the aims and objectives of the National Planning Policy Framework 2023.

12. The pumping station shall be undertaken in complete accordance with drawings:

- MA10953-605 6 Pump Station Details
- MA10953-605 7 Pump Station Details

- MA10953-605 8 Pump Station Details
- MA10953-605 9 Pump Station Details

The details shall be implemented in full prior to the occupation of any dwelling and retained thereafter.

Reason: For the avoidance of doubt and to protect the visual amenities of the locality and accord with the aims and objectives of the National Planning Policy Framework 2023.

13. The design, and appearance of the garages shall be undertaken in accordance with drawings:

- L183/DSG/02 Rev A Double Shared Garage Detached Side Gable
- L183/SG/02 Rev A Single Garage Detached Front Gable

and that all garages will either have installed a side or rear door with access into the enclosed garden for the particular plot. The details shall be implemented in full prior to the occupation of the dwelling to which the garage relates.

Reason: For the avoidance of doubt and to enable the proposed occupier's access to their rear gardens, protect the visual amenities of the locality and accord with the aims and objectives of the National Planning Policy Framework 2023.

14. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 or any Order amending, revoking and/or re-enacting that Order, with or without modification. No extensions or alterations relating to Classes A, B, C & E of Part 1 of Schedule 2 or Part 2 Class A of Schedule 2 shall be erected to plots 9-25 incl.

Reason: To protect the amenities of the existing and proposed residential occupiers to accord with the aims and objectives of the National Planning Policy Framework 2023.

15. The timetable for the proposed soft landscaping, its phasing and completion as shown on drawings:

- 7343-L-103 Rev D Detailed Soft Landscape Proposal Structural Landscape and POS Sheet 3 of 3
- 7343-L-109 Detailed Soft Landscape Proposal on Plot Planting 6 of 6
- Drawing No. 7343-L-110
- Estate Works Specification dated February 2020
- Drawing No. 7343-L-04 Rev A
- Boundaries Plan Rev C

shall be as stated within the Larkfleet headed letter dated 9th January 2024.

Reason: In the interests of the amenity and character of the area in accordance with the National Planning Policy Framework 2023 and Policies 2 & 3 of the South East Lincolnshire Local Plan 2019.

16. The future management and maintenance of the open space and soft landscaping areas within the development shall be undertaken in accordance with the Landscape Management Plan dated February 2020 and the email dated 14th July 2021 from Allison Homes. The open space and soft landscaping shall be managed and maintained in accordance with the details.

Reason: In the interests of the amenity and character of the area in accordance with the National

Planning Policy Framework 2023 and Policies 2, 3 and 28 of the South East Lincolnshire Local Plan 2019.

17. No above ground development shall commence until a Landscape and Ecological Management Plan (LEMP) has been submitted to and approved in writing by the Local Planning Authority. The content of the LEMP shall set out detailed scaled plans and shall include the following and be in force for no less than 30 years:

- description and evaluation of features to be managed, informed by the 22-3710 Biodiversity Impact Assessment August 2023;
- ecological trends and constraints on site that might influence management;
- aims and objectives of management;
- appropriate management, maintenance, ongoing monitoring and remediation measures and retention;
- prescriptions for management actions, broken into monitoring time periods;
- preparation of a work schedule, including a timetable for implementation of all the planting, works and ecological and landscape enhancement/creation measures and an annual work plan capable of being rolled forward over a five-year period;
- retention of higher quality nesting and foraging habitat and semi improved field margins, size and details associated with their buffer zones;
- construction and ecological management plan including ecologist pre-site clearance measures, survey to identify wild birds nests (including ground nesting birds), suitable work exclusion zones around any identified nest sites, and habitat protection during construction;
- use of mammal gates to allow free movements of mammals, amphibians and reptiles;
- species rich hedgerow management plan.

The approved LEMP, the future maintenance and management scheme and associated measures shall be implemented within the first planting season following the construction of the dwellings. All trees, shrubs and hedgerows shall be maintained by the owner or owners of the land on which they are situated for the period of thirty years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Reason: To ensure that the development is adequately landscaped, in the interests of its biodiversity, visual amenity and that of the area in which it is set. This condition is imposed in accordance with Policies 2, 3 and 28 of the South East Lincolnshire Local Plan 2019.

18. The development hereby approved shall be carried out in accordance with the boundary treatment details specified on the following drawings:

- L183/CHRT/FULL Charter Plan Full Site
- L183/CHRT/PH2 Charter Plan Phase 2
- L183/CHRT/PH3 Charter Plan Phase 3

The boundary treatments shall be implemented and thereafter retained as approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of visual amenity and character in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan 2019.

19. Prior to the development above ground level, a schedule of materials to be used in the construction of the dwellings shall be submitted to and approved in writing by the Local Planning Authority. Unless

otherwise agreed in writing by the Local Planning Authority, the development shall be constructed in accordance with the materials so approved.

Reason: In the interests of the appearance and character of the development and the visual amenity of the area in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan 2019.

20. The water consumption of the 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 Policy 31 of the South East Lincolnshire Local Plan 2019.

The person carrying out the work must inform the Building Control Body that this duty applies.

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.

In determining this application the authority has taken account of the guidance in paragraph 38 of the National Planning Policy Framework 2023 in order to seek to secure sustainable development that improves the economic, social and environmental conditions of the Borough.

Date: 25-Mar-2024

AB

Andrew Booth
Development Manager
East Lindsey District Council and Boston Borough Council

Informatives

This permission should be read in conjunction with the S106 Legal Agreement dated.....

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- **Householder applications** - if you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice. Further information is available at www.gov.uk/appeal-householder-planning-decision
- **Minor commercial applications** - If you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.
- **All other decisions – Full Planning Permission** - if you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice. Further information is available online at www.gov.uk/appeal-planning-decision.
- Appeals can be made online at www.gov.uk/planning-inspectorate. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal, if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. www.gov.uk/government/collections/casework-dealt-with-by-inquiries
- **Proposed Demolition** - The provision of Section 80 of the Building Act 1984 require that anyone who intends to demolish a building or structure shall give notice to the Council's Building Control department (01205 314295) beforehand, and work shall not commence until the Local Authority has given Notice under Section 81, or the relevant period of 6 weeks has expired.
- **Before you dig** – we recommend that you use the Free Enquiry service – www.LSBUD.co.uk – this site allows you to submit enquiries about activities and work that you are planning, which may have an impact on National Grid Gas and Electricity Transmission Network and other utilities.

THIS IS A LEGAL DOCUMENT – PLEASE RETAIN IN A SAFE PLACE, PREFERABLY WITH YOUR DEEDS



B O S T O N
BOROUGH COUNCIL

Municipal Buildings, West Street, Boston, Lincolnshire, PE21 8QR

DRAFT



SCHEDULE 3
OWNER'S COVENANTS

The Owner covenants with the Council:

PART A - GENERAL

1. The Owner shall notify the Council of any changes in the freehold ownership of any part of the Site excluding sales of individual Dwellings within 10 Working Days of the same occurring.

PART B – PHASE 1 EDUCATION CONTRIBUTION

1. The Owner shall pay to the Council the Phase 1 Education Contribution prior to the first Occupation of 80% of the Dwellings built on the Phase 1 Land pursuant to the Original Permission.

PART C – PHASE 1 NHS CONTRIBUTION

1. The Owners shall pay to the Council the Phase 1 NHS Contribution prior to the first Occupation of 80% of the Dwellings built on the Phase 1 Land pursuant to the Original Permission.

PART D – MONITORING FEE

1. The Owners covenant to pay the Monitoring Fee to the Council within 21 Working Days following the grant of the Phase 2 & 3 Permission.

PART E – BUS STOP CONTRIBUTION

1. The Owners shall pay to the Council the Bus Stop Contribution prior to the first Occupation of 80% of the Dwellings built on the Phase 1 Land pursuant to the Original Permission.

PART F – FINANCIAL VIABILITY APPRAISAL

1. Prior to the first Occupation of One Hundred (100) Dwellings to be constructed as part of the Phase 2 & 3 Permission the Owner shall submit the Financial Viability Appraisal to the Council.

2. The Owner shall bear the cost of an Independent Review of the Financial Viability Appraisal upon the provision by the Council of three quotes for the Independent Review. The Owner shall agree in writing with the Council the nominated person from those provided by the Council to undertake an Independent Review of the Financial Viability Appraisal.
3. In the event that the Council requires additional supporting information to be supplied by the Owner to allow them to fully assess the Financial Viability Appraisal and notifies the Owner of this the Owner shall supply such additional information as has been reasonably requested by the Council within twenty (20) Working Days of such request being received.
4. In the event that the Financial Viability Appraisal is agreed ("the Approved Appraisal") between the Council and the Owner:
 - 4.1 If the Approved Appraisal concludes that the development brought forward under the Phase 2 & 3 Permission is not sufficiently viable to support the payment of any of the Phase 2 & 3 Contributions then the obligations to pay any part of the Phase 2 & 3 Contributions contained in this Deed shall cease and be of no further effect; or
 - 4.2 If the Approved Appraisal concludes that the development brought forward under the Phase 2 & 3 Permission is sufficiently viable to support the payment of some or all of the Phase 2 & 3 Contributions the Owner shall:
 - 4.2.1 pay the Phase 2 & 3 Contributions or such part of the Phase 2 & 3 Contributions as the Approved Appraisal determines to the Council prior to the first Occupation of 90% of the Dwellings to be constructed as part of the Phase 2 & 3 Permission; and
 - 4.2.2 not Occupy or cause or permit the first Occupation of more than 90% of the Dwellings to be constructed as part of the Phase 2 & 3 Permission until the Phase 2 & 3 Contributions or such part of the Phase 2 & 3 Contributions as the Approved

Appraisal determines as payable have been paid to the Council.

- 5 In the event that the Financial Viability Appraisal is not agreed then the Owner shall be entitled to seek the appointment of an expert pursuant to clause 10 of this Deed.

SCHEDULE 4

AFFORDABLE HOUSING

- 1 Paragraph 1 of Part A of Schedule 4 of the Existing Agreement shall be deleted and replaced as follows:

"The Owners and the Developer shall provide 6.25% of the Dwellings to be built on Phase 1 in accordance with the Planning Permission as Affordable Housing".

- 2 Paragraph 2 of Part A of Schedule 4 of the Existing Agreement shall be deleted.

SCHEDULE 5
THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

PART A – GENERAL

1. At the written request of the Owner, the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

PART B – PHASE 1 EDUCATION CONTRIBUTION

2. To pay the Phase 1 Education Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable and to credit all interest so earned on the Phase 1 Education Contribution to that account until such time as it is called for by Lincolnshire County Council and to pay the Phase 1 Education Contribution to Lincolnshire County Council upon receipt of evidence showing/confirming (payment of the Phase 1 Education Contribution to Lincolnshire County Council is not to be unreasonably withheld):
 - 2.1 How they will apply the Phase 1 Education Contribution for the construction of an additional mathematics classroom at Boston Grammar School
 - 2.2 That they will provide full details of the expenditure of the Phase 1 Education Contribution on demand to the Council or to the Owner
 - 2.3 That they will return any unspent part of the Phase 1 Education Contribution to the Council on demand by the Council.
3. In the event that all or any part of the Phase 1 Education Contribution has not been paid to Lincolnshire County Council for the purposes set out above at paragraph 2.1 within 10 years from either the later of the date of the payment of the Phase 1 Education Contribution to the Council or the trigger for the payment of the Phase 1 Education Contribution at the paragraph 1 of Part B of Schedule 3 then such payment or part shall be returned to the party who made the payment together with any interest thereon the amount being the actual interest earned not interest as defined under Clause 1.1 in the Definitions and Interpretation above.

PART C – PHASE 1 NHS CONTRIBUTION

4. To pay the Phase 1 NHS Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable and to credit all interest so earned on the Phase 1 NHS Contribution to that account until such time as it is called for by the NHS and evidence is provided to the reasonable satisfaction of the Council showing/confirming:
 - 4.1 How they will apply the Phase 1 NHS Contribution for the upgrading of the record room and clinical rooms at Kirton Medical Centre
 - 4.2 That they will provide full details of the expenditure of the Phase 1 NHS Contribution on demand to the Council or to the Owner
 - 4.3 That they will return any unspent part of the Phase 1 NHS Contribution to the Council on demand by the Council.
5. In the event that all or any part of the Phase 1 NHS Contribution has not been paid to the NHS for the purposes set out above at paragraph 4.1 within 10 years from either the later of the date of payment of the Phase 1 NHS Contribution to the Council or the trigger for the payment of the Phase 1 NHS Contribution at paragraph 1 of Part C of Schedule 3 then such payment or part shall be returned to the party who made the payment together with any interest thereon the amount being the actual interest earned not interest as defined under Clause 1.1 in the Definitions and Interpretation above.

PART D – BUS STOP CONTRIBUTION

1. To pay the Bus Stop Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable and to credit all interest so earned on the Bus Stop Contribution to that account until such time as it is called for by Lincolnshire County Council and to pay the Bus Stop Contribution to Lincolnshire County Council upon receipt of evidence showing/confirming (payment of the Bus Stop Contribution to Lincolnshire County Council is not to be unreasonably withheld):
 - 2.1 How they will apply the Bus Stop Contribution for two formalised bus stops for the K58 Service which are to be located on Middlegate Road West adjacent to the Site and the other on Lighton Road near the existing location at the Green/Walnut Road

2.2 That they will provide full details of the expenditure of the Bus Stop Contribution on demand to the Council or to the Owner

2.3 That they will return any unspent part of the Bus Stop Contribution to the Council on demand by the Council.

3. In the event that all or any part of the Bus Stop Contribution has not been paid to Lincolnshire County Council for the purposes set out above at paragraph 2.1 within 10 years from either the later of the date of the payment of the Bus Stop Contribution to the Council or the trigger for the payment of the Bus Stop Contribution at paragraph 1 of Part E of Schedule 3 then such payment or part shall be returned to the party who made the payment together with any interest thereon the amount being the actual interest earned not interest as defined under Clause 1.1 in the Definitions and Interpretation above.

PART E – MONITORING FEE

6. To pay the Monitoring Fee into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable and to credit all interest so earned on the Monitoring Fee to that account.

6. To use the Monitoring Fee towards the costs incurred by the Council in monitoring the Development.

PART F – PHASE 2 & 3 CONTRIBUTIONS

1. In the event that any part of the Phase 2 & 3 Contributions are paid to the Council pursuant to the provisions of Part F of Schedule 3 the Council covenants with the Owner to:

1.1 apply the Phase 2 & 3 Contributions solely for the purposes as set out in this Deed and for no other purpose whatsoever

1.2 In the event that all or any part of the Phase 2 & 3 Contributions has not been used by the Council within five (5) years from the date of payment to the Council then such unexpended sum shall be returned to the party who made the payment.

PART G - FINANCIAL VIABILITY APPRAISAL

1. Upon receipt of the Financial Viability Appraisal or the additional supporting information supplied by the Owner at the request of the Council, whichever is later, the Council shall within ten (10) Working Days provide three quotes to the Owner for the independent review of the Financial Viability Appraisal.
2. Upon receipt of the written agreement from the Owner the Council shall within ten (10) Working Days appoint such agreed person at the cost of the Owner to undertake the Independent Review of the Financial Viability Appraisal.
3. The person instructed to undertake the Independent Review shall be instructed on the basis that the Independent Review is to be completed within twenty (20) Working Days.
4. In the event that the Independent Review has not been completed and returned to the Council in accordance with the timescale contained within paragraph 3 above the Financial Viability Appraisal shall be deemed to be agreed by the Council unless the Council notifies the Owner that it is not agreed within this timescale.
5. Following the receipt of the Independent Review of the Financial Viability Appraisal, the Council shall notify the Owner that the Independent Review has been received and further shall provide a copy of the Independent Review to the Owner within five (5) Working Days of receipt.
6. Following receipt of the Independent Review the Council shall within ten (10) Working Days notify the Owner that the Financial Viability Appraisal is agreed or shall use reasonable endeavours to resolve any points of disagreement with the Owner.
7. In the event that the Financial Viability Appraisal is not agreed then the Council shall be entitled to seek the appointment of an expert pursuant to clause 10 of this Deed.
8. In the event that the Approved Appraisal concludes that some or all of the Phase 2 & 3 Contributions are payable then the Council acting reasonably shall be able to determine the priority of funding for the Phase 2 & 3 Contributions.
9. In the event that the Approved Appraisal concludes that some or all of the Phase 2 & 3 Contributions are payable by the Owner to the Council the Council shall:

9.1 In the case of the Phase 2 & 3 NHS Contribution:

9.1.1 pay such part of the Phase 2 & 3 NHS Contribution into an appropriate interest bearing section of the Council's accounts as soon as reasonably practicable after receipt and to credit all interest so earned to the Phase 2 & 3 NHS Contribution to that account

9.1.2 pay such proportion of the money held to the NHS upon receipt of a document from the NHS confirming how they will:

9.1.2.1 apply the Phase 2 & 3 NHS Contribution solely for the purposes of upgrading the record room and clinical rooms at Kirton Medical Centre the need for which arises from the Phase 2 & 3 Development and for no other purpose whatsoever

9.1.2.2 provide full details of the expenditure of the Phase 2 & 3 NHS Contribution on demand to the payer

9.1.3 In the event that all or any part of the Phase 2 & 3 NHS Contribution has not been paid to the NHS for the purposes of upgrading the record room and clinical rooms at Kirton Medical Centre within five (5) years from the date of payment to the Council then such payment shall be returned to the party who made the payment together with any interest thereon

9.2 In the case of the Phase 2 & 3 Education Contribution:

9.2.1 pay such part of the Phase 2 & 3 Education Contribution into an appropriate interest bearing section of the Council's accounts as soon as reasonably practicable after receipt and to credit all interest so earned to the Phase 2 & 3 Education Contribution to that account

9.2.2 pay such proportion of the money held to Lincolnshire County Council upon receipt of a document from Lincolnshire County Council confirming how they will:

9.2.2.1 apply the Phase 2 & 3 Education Contribution solely for the purposes of constructing an additional mathematics classroom at Boston Grammar School and for no other purpose whatsoever

9.2.2.2 provide full details of the expenditure of the Phase 2 & 3 Education Contribution on demand to the payer.

9.2.3 In the event that all or any part of the Phase 2 & 3 Education Contribution has not been paid to Lincolnshire County Council for the purposes of constructing an additional mathematics classroom at Grammar School within five (5) years from the date of payment to the Council then such payment shall be returned to the party who made the payment together with any interest thereon.

THE COMMON SEAL OF)
BOSTON BOROUGH COUNCIL)
was affixed in the presence of:)



11838

Authorised Signatory:

[Handwritten signature]

SIGNED as a DEED on behalf of)
ALLISON HOMES LIMITED)
acting by a Director)

[Handwritten signature]

in the presence of:

Witness signature.....
Witness name.....
Witness address.....
Witness occupation.....

[Handwritten signature]

Georán Brown
Allison Homes
Fleet House, Cygnet Road
Peterborough
PE7 8FD
Solicitor

EXECUTED as a DEED by

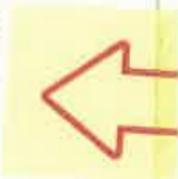
As the attorney for
HSBC Corporate Trustee Company (UK) Limited
In the presence of:

[Handwritten signature]

~~EXECUTED AS A DEED by~~)
~~HSBC UK BANK PLC~~)

SHARAD KHATRI
Authorised Signatory

in the presence of:)
[Handwritten signature])



~~Director~~

Name of witness - Simon Lazarus

~~Director/Secretary~~

Address: 24

HSBC Bank Plc
8 Canada Square
London
E14 5HQ