

DATED

22nd JULY

2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL (1)

NODE INVESTMENTS LIMITED (2)

NODE COURT (MANAGEMENT) LIMITED (3)

**DEED
UNDER S106 OF THE TOWN AND COUNTRY PLANNING ACT
1990**

Relating to Node Court, Drivers End, Codicote, Hitchin, Hertfordshire
SG4 8TR
Planning Application Number 23/00407/FP

THIS DEED is made the 22nd day of JULY

2026

BETWEEN:

1. **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ("the Council") and
2. **NODE INVESTMENTS LIMITED** (incorporated in Jersey) whose registered office is at 26 Harbour Reach, Waterfront, Jersey JE2 4HR ("the First Owner") and
3. **NODE COURT (MANAGEMENT) LIMITED** of Node Court, Drivers End, Codicote, Hitchin, Hertfordshire ("the Second Owner")

together "The Parties"

RECITALS

- A The Council is the local planning authority for the Land for the purposes of the Act.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The First Owner is the registered freehold proprietor of that part of the Land registered at HM Land Registry under title number HD241709 and registered leasehold proprietor of that part of the Land registered at HM Land Registry under title numbers HD274994, HD252183, HD217688 and HD242400 free from encumbrances that would prevent the First Owner from entering into this Deed.
- D The Second Owner is the registered freehold proprietor of that part of the Land registered at HM Land Registry under title number HD286344 free from encumbrances that would prevent the Second Owner from entering into this Deed.
- E On 20th February 2023 the Owners submitted the Application to the Council for Planning Permission for the Development.
- F On 15th April 2025 the Planning Control Committee resolved to grant Planning Permission for the Development subject to the Parties entering into this Deed.
- G This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead.

- H The obligations contained herein are planning obligations for the purposes of section 106 of the 1990 Act and may be enforced by the Council against the Owners and their successors in title.
- I The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the test set out in regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:
OPERATIVE PART

1. DEFINITIONS

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

“1990 Act”	means the Town and Country Planning Act (as amended)
“Application”	means the application for detailed planning permission for the Development submitted to the Council by or on behalf of the Owners with the application plans and other materials on 20 th February 2023 and allocated reference number 23/00407/FP
“Approved Drawings”	shall mean those drawings submitted as part of the Application and approved by the Council
“Commencement”	means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the Act save that for the purposes of this Deed only “material operation” shall not include: - site clearance; - demolition of existing buildings; - archaeological investigation; - the assessment of contamination;

- e. remedial action in respect of any contamination;
 - f. diversion and laying of services;
 - g. the erection of fencing or other means of enclosure for site security;
 - h. the display of advertisements;
 - i. any off-site highways works
- and the term Commence and Commences shall be construed accordingly;

“Development”

means the development authorised by the Planning Permission and described as conversion of Node Court to 8 no. dwellings. Conversion of Midden building to residential and the erection of 6 no. terraced dwelling houses as development to facilitate the restoration of Node Court together with associated car parking, landscaping, boundary treatment and ancillary works within the Application;

“Dwellings”

means an individual residential unit permitted as part of the Development and “Dwellings” shall be construed accordingly;

“Land”

the land known as Node Court, Drivers End, Codicote, Hitchin, Hertfordshire which for identification purposes only is shown edged red on Plan 1;

“Midden Building”

shall mean that building to be converted into a Dwelling as part of the Development shown coloured yellow on Plan 2

“Monitoring Fee”

means the sum of £760 towards the costs of the Council monitoring the obligations in this Agreement.

“New Build”

shall mean the proposed new 6 no. terraced Dwellings to be constructed as part of the

	Development shown coloured green on Plan 2
"Node Court"	shall mean that building to be converted into 8 no. Dwellings as part of the Development shown coloured grey on Plan 2
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupied" and "Occupy" shall be construed accordingly;
"Owners"	shall mean the First Owner and the Second Owner;
"Plan 1"	means the plan attached to this Deed and numbered Plan1
"Plan 2"	means the plan attached to this Deed and numbered Plan 2
"Planning Permission"	means the planning permission granted by the Council in pursuance of the Application a draft of which is attached at Schedule One;
"Working Day"	means any day other than a Saturday or a Sunday or a Public Holiday;

2. Where the context provides:

- 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 2.2 references to any Party means a party to this Deed and in the case of the Owners shall include its successors in title and assigns and any persons deriving title through or under them and in the cases of the Council shall include successors to its functions;

- 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification 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 statute or deriving validity from it;
- 2.5 any reference to clauses, paragraphs and schedules are references to clauses, paragraphs and schedules to this Deed unless the context otherwise requires;
- 2.6 headings in the Deed shall not form part of or affect its construction;
- 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and
- 2.9 any covenant by the Owners not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing and words denoting an obligation on the Owners to do any act matter or thing include an obligation to procure that it be done.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council against the Owners and each of their successors in title and assigns to each and every part of the Land and any person deriving title to each and every part of the Land through or under the Owners.
- 3.2 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.

- 3.3 The Owners enter into the obligations for themselves and their successors in title with the Council to the intent that the obligations hereunder shall be enforceable not only against the Owners but also against the successors in title of the Owners and any person claiming through or under the Owners an interest or estate in the Land or any part thereof PROVIDED THAT the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owners to that statutory undertaker or in respect of any easements relating to cables, pipes or other service media running under the Land nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon:

- a) the grant of the Planning Permission substantially in the form as annexed at Schedule One; and
- b) the Commencement of Development

SAVE FOR the provisions of clauses 6 (council powers), 8 (consents), 11 (costs), 12 (registration), 14.1.1, 14.1.4 (notices), 15 (service), 16 (disputes), 17 (Section 73), 18 (miscellaneous) and paragraph 1.1 of Schedule Two (schedule of works) which shall come into effect immediately upon completion of this Deed.

5. PLANNING OBLIGATIONS

- 5.1 The Owners covenant with the Council to observe the restrictions and to perform the obligations and activities specified in Schedule Two of this Deed.
- 5.2 The Council covenants with the Owners to perform the obligations or activities specified in Schedule Three to this Deed.

6. EXERCISE OF THE POWERS OF THE COUNCIL AND THE COUNTY COUNCIL

- 6.1 Nothing in this Deed whether express or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council under any statute, bye-law, statutory instrument, order or regulation in the exercise of its functions as local planning authority, principle council, education authority, fire and rescue authority, highway authority, library authority and social services authority.

7. WAIVER

- 7.1 No waiver whether expressed or implied by the Council of any breach or default by the Owners in performing or observing any of the covenants in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing or from acting upon any subsequent breach or default of any of the covenants.

8. CONSENTS

- 8.1 The Owners warrant and confirm:

8.1.1 that they have obtained all necessary permissions and consents to it entering into this Deed.

8.1.2 that they are the freehold owner of the Land with full power to enter into this Deed.

8.1.3 that the Land is free from all mortgages charges or other encumbrances and that no other persons has an interest (legal or equitable) in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests in it.

9. SUCCESSORS IN TITLE

- 9.1 No person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their interest in the Land PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this clause.

10. PLANNING PERMISSION

- 10.1 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, expires, is modified by any statutory procedure without the consent of the Owners or is otherwise withdrawn.

11. COSTS

- 11.1 The Owners shall pay the Monitoring Fee and the Council's reasonable legal costs plus disbursements incurred in connection with the negotiation and completion of this Deed prior to completion.

12. REGISTRATION OF THIS DEED

- 12.1 This Deed shall be registrable as a local land charge following completion by the Council as local planning authority.

13. THIRD PARTIES

- 13.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a Party hereto or a successor in title to a Party hereto.

14. NOTICE

- 14.1 The Owners shall give the Council no less than 5 (five) Working Days prior written notice of :-

14.1.1 the Commencement of:

- 14.1.1.1 the Development;
- 14.1.1.2 the works to the Midden Building;
- 14.1.1.3 the works to the Node Court;
- 14.1.1.4 the works to the New Build;

14.1.2 the 1st Occupation of the

- 14.1.2.1 1st Dwelling on the Development;
- 14.1.2.2 Midden Building;
- 14.1.2.3 1st Dwelling in Node Court;
- 14.1.2.4 1st Dwelling in the New Build.

14.1.3 the completion of:

- 14.1.3.1 the Development;
- 14.1.3.2 Midden Building
- 14.1.3.3 Node Court
- 14.1.3.4 the New Build..

- 14.1.4 any change of any interests in the Land occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of Land purchased by reference to a plan.

15. SERVICE OF NOTICES AND DOCUMENTS

- 15.1 Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Four and shall contain the Application reference number 23/00407/FP and reference to the date of this Deed and shall be sufficiently given if sent by first class post or facsimile to the following persons

15.1.1 The Council: Planning Control and Conservation Manager, North Hertfordshire District Council, Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF

15.1.2 The First Owner: c/o Birketts LLP, Providence House, 141 - 145 Princes Street, Ipswich, Suffolk IP1 1QJ

15.1.3 The Second Owner: c/o Birketts LLP, Providence House, 141 - 145 Princes Street, Ipswich, Suffolk IP1 1QJ

16. DETERMINATION OF DISPUTES

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

- 16.1 The Parties shall use their reasonable endeavours to resolve the dispute by agreement;
- 16.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed;
- 16.3 The person to be appointed pursuant to clause 16.2 shall be a person having ten (10) years or more post qualification experience of projects comprising works of the scale and nature of the Development;
- 16.4 Reference to the expert shall be on terms that determination shall take place within twenty-eight (28) Working Days of the expert accepting his instructions;
- 16.5 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
- 16.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- 16.7 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute.

17. Section 73 Permissions

- 17.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act and unless otherwise agreed, with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act:

17.1.1 The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning

permission(s) in respect of the Land granted pursuant to Section 73 of the Act and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

17.1.2 The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

17.1.3 This Deed shall be endorsed with the following words in respect of any future Section 73 permissions:

"The obligations in this Deed relate to and bind the Land in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990"

Provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or requiring a new deed or supplemental deed pursuant to S106A of the Act.

18. MISCELLANEOUS

18.1 Without prejudice to the Council's statutory rights the Owners hereby grant to the Council (or any person duly authorised or instructed by it) an irrevocable licence at all reasonable times to enter any part of the Land to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council complies with any reasonable on site health and safety requirements of the Owners during any such inspection.

18.2 At the written request of the Owners at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owners with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

18.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted whether before or after the date of this Deed by the Council or any other competent authority.

18.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

19. JURISDICTION

19.1 This Deed is to be governed by and interpreted in accordance with the laws of England.

19.2 The Courts of England are to have jurisdiction in relation to any disputes between the Parties arising out of or related to this Deed. This clause operates for the benefit of the Council who retains the right to sue and enforce any judgment against the Owners in the courts of any competent jurisdiction.

SCHEDULE ONE

DRAFT PLANNING PERMISSION



www.north-herts.gov.uk

NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Act 1990

DRAFT DECISION NOTICE

Correspondence Address:

BVA Planning
Mira House
88 Elm Road
Reading
RG6 5TR
United Kingdom

Applicant:

Mr. Eric Smart

PARTICULARS OF DEVELOPMENT

Application: 23/00407/FP

Proposal: Conversion of Node Court to 8no. dwellings. Conversion of Midden building to residential and the erection of 6no. terraced dwelling-houses as development to facilitate the restoration of Node Court together with associated car parking, landscaping, boundary treatment and ancillary works (Amended Plans received 30 August 2024)

Location: Node Court, Drivers End, Codicote, Hitchin, Hertfordshire, SG4 8TR

Plan Nos: 111581.200 1581- 102 1581- 103 1581- 104 1581- 105
1581- 106 1581- 107 1581- 108 1581- 109 1581- 201
1581- 207 1581- 211 1581-219 Rev B 1581-220 Rev B
1581-221 Rev A 1581-223 Rev A 1581-227 Rev E 1581-228
Rev G 1581-230 1581-231 1581-232 1581-233 1581-235
1581.202 1581.203 1581.204 1581.205 1581.206 1581.208
1581.209 1581.210 1581.212 1581.218 Rev C 1581.222
Rev A 1581.234 581-217 Rev J 8963-01 8963-02 8963-03
8963-04 8963-05 8963-06 8963-07 8963-08 TS17-456B

PARTICULARS OF DECISION

In pursuance of its powers under the above Act and the associated Orders and Regulations, the Council hereby **GRANT PERMISSION** for the development proposed by you in your application received with sufficient particulars on 20 February 2023, subject to the following condition(s):

Biodiversity Net Gain

Planning Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be carried out wholly in accordance with the details specified in the application and supporting approved documents and plans listed above.

Reason: To ensure the development is carried out in accordance with details which form the basis of this grant of permission.

3. Prior to the commencement of the development, a detailed construction management plan shall be submitted to and approved in writing by the Local Planning Authority, and the plan shall include the following:
 - a) The conversion/construction programme and phasing
 - b) Hours of operation, delivery and storage of materials
 - c) Control of dust and dirt arising from conversion/construction
 - d) Waste management proposals
 - e) Mechanisms to deal with environmental impacts such as noise, air quality, light and odour during construction.

Reason: In the interests of environmental impacts

4. A No demolition/development shall take place/commence until an Archaeological Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of archaeological significance and research questions; and:
 1. The programme and methodology of site investigation and recording
 2. The programme for post investigation assessment

3. Provision to be made for analysis of the site investigation and recording
 4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
 5. Provision to be made for archive deposition of the analysis and records of the site investigation
 6. Nomination of a competent person or persons/organisation to undertake the works set out within the Archaeological Written Scheme of Investigation.
5. B The demolition/development shall take place/commence in accordance with the programme of archaeological works set out in the Written Scheme of Investigation approved under condition (A)
 6. C The development shall not be occupied/used until the site investigation and post investigation assessment has been completed in accordance with the programme set out www.hertfordshire.gov.uk in the Written Scheme of Investigation approved under condition (A) and the provision made for analysis and publication where appropriate.
 7. No development shall take place until a Site Waste Management Plan (SWMP) for the site been submitted to the Local Planning Authority and approved in consultation with the Waste Planning Authority. The SWMP should aim to reduce the amount of waste produced on site and should contain information including estimated types and quantities of waste to arise from construction and waste management actions for each waste type. The development shall be carried out in accordance with the approved SWMP.

Reason: To promote the sustainable management of waste arisings and contribution towards resource efficiency, in accordance with Policy 12 of the Hertfordshire Waste Core Strategy and Development Management Policies Development Plan Document (2012).

8. Prior to or in conjunction with the submission of each reserved matters application, in accordance with the submitted information (Conceptual SuDS Strategy Report prepared by Innervision Design Ltd, REF 01112024, October 2024), detailed designs of a surface water drainage scheme incorporating the following measures shall be submitted to and agreed with the Local Planning Authority. The approved scheme will be implemented prior to the first occupation of the development. The scheme shall address the following matters:
 - I. Detailed infiltration testing in accordance with BRE Digest 365 (or equivalent) along the length and proposed depth at the location of the proposed infiltration feature/s. The applicant should also confirm whether the pond is fed by groundwater in either, or both, seasonally low and seasonally high groundwater periods. Peak groundwater levels must be 1m below any infiltration structure.
 - a. If infiltration is proven to be unfavourable then Greenfield runoff rates for the site shall be agreed with the Lead Local Flood Authority. The post development runoff rates will be attenuated to the equivalent Greenfield rate for all rainfall events up to and including the 1% Annual Exceedance Probability (AEP). The discharge location for surface water runoff will be confirmed to connect with the wider watercourse network.

- II. Provision of surface water attenuation storage, sized and designed to accommodate the volume of water generated in all rainfall events up to and including the critical storm duration for the 3.33% AEP (1 in 30 year) and 1% AEP (1 in 100) rainfall events (both including allowances for climate change).
- III. Detailed designs, modelling calculations (using FEH) and plans of the of the drainage conveyance network in the:
 - a. 3.33% AEP (1 in 30 year) critical rainfall event plus climate change to show no flooding outside the drainage features on any part of the site.
 - b. 1% AEP (1 in 100 year) critical rainfall plus climate change event to show, if any, the depth, volume and storage location of any flooding outside the drainage features, ensuring that flooding does not occur in any part of a building or any utility plant susceptible to water (e.g. pumping station or electricity substation) within the development. It will also show that no runoff during this event will leave the site uncontrolled. Half drain down times for any infiltration storage features shall be within 24 hours or designed to store the 1% AEP event plus climate change followed by the 3.33% AEP event
- IV. The design of the infiltration, attenuation and any drainage structures shall include appropriate freeboard allowances. Plans to be submitted showing the routes for the management of exceedance surface water flow routes that minimise the risk to people and property during rainfall events in excess of 1% AEP (1 in 100) rainfall event plus climate change allowance.
- V. Finished ground floor levels of properties are a minimum of 300mm above expected flood levels of all sources of flooding (including the ordinary watercourses, SuDS features and within any proposed drainage scheme) or 150mm above ground level, whichever is the more precautionary.
- VI. Details of how all surface water management features to be designed in accordance with The SuDS Manual (CIRIA C753, 2015), including appropriate treatment stages for water quality prior to discharge with any links to biodiversity net gain proposals. All road and parking runoff must receive robust water treatment prior to discharge to ensure the maintenance of water quality. Please note that we will not accept treatment from solely petrol interceptors for road runoff, and treatment using SuDS should be provided. Full technical justification should be provided should an alternative approach be presented.
- VII. A maintenance and management plan detailing the activities required and details of who will adopt and maintain the all the surface water drainage features for the lifetime of the development.

Reason:

To prevent flooding in accordance with National Planning Policy Framework paragraphs 181, 182 and 187 by ensuring the satisfactory management of local sources of flooding surface water flow paths, storage and disposal of surface water from the site in a range of rainfall events and ensuring the SuDS proposed operates as designed for the lifetime of the development.

9. Construction shall not begin until a detailed construction phase surface water management plan for the site has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be carried out in accordance with the approved details.

Reason: To ensure that the construction of the site does not result in any flooding both on and off site and that all Surface water Drainage features are adequately protected.

10. The development hereby approved shall not be occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

I. a timetable for its implementation.

II. details of SuDS feature and connecting drainage structures and maintenance requirement for each aspect including a drawing showing where they are located.

III. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime. This will include the name and contact details of any appointed management company.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF and policies NE7, NE8 and NE9 of North Hertfordshire District Council.

11. Prior to first use of each phase of the development a detailed verification report, (appended with substantiating evidence demonstrating the approved construction details and specifications have been implemented in accordance with the surface water drainage scheme), has been submitted to and approved (in writing) by the Local Planning Authority. The verification report shall include a full set of "as built" drawings plus photographs of excavations (including soil profiles/horizons), any installation of any surface water drainage structures and control mechanisms.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF and policies NE7, NE8 and NE9 of North Hertfordshire District Council.

12. No development shall take place until an Ecological Enhancement Plan (EEP) for the creation of new wildlife features such as hibernacula, the inclusion of integrated bird/bat and bee boxes in buildings/structures and hedgehog holes in fences, has been submitted to and approved in writing by the local planning authority. The approved measures must be implemented on site prior to the first occupation of the dwelling / first dwelling hereby approved and retained on site thereafter. The agreed measures are to be implemented on site prior to the first occupation of the first dwellinghouse hereby approved and shall remain on site thereafter.

Reason: To ensure development secures biodiversity enhancements in accordance with Policy NE4 of the Local Plan.

13. Details or actual sample of the roof material for the terraced block shall be submitted to and approved in writing by the Local Planning Authority prior to the new roof being. Thereafter the roof shall be implemented in accordance with the approved roof material.

Reason: To ensure that special regard is paid to protecting the special architectural and historic interest and integrity of this grade II listed building under Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Policy HE1 of the North Hertfordshire Local Plan 2011 - 2031.

14. A sample panel of the facing brickwork for the terraced block shall be made available for inspection on site prior and approved in writing by the Local Planning Authority prior to construction above DPC level. Thereafter the facing brickwork shall be implemented in accordance with the approved sample panel.

Reason: To ensure that special regard is paid to protecting the special architectural and historic interest and integrity of this grade II listed building under Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Policy HE1 of the North Hertfordshire Local Plan 2011 - 2031.

15. Metric scale section drawings of all new windows (including 1:1 scale drawing of proposed glazing bars) for the terraced block shall be submitted to and approved in writing by the Local Planning Authority prior to the manufacture and installation of the new windows. Thereafter the windows shall be implemented in accordance with the approved details.

Reason: To ensure that special regard is paid to protecting the special architectural and historic interest and integrity of this grade II listed building under Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Policy HE1 of the North Hertfordshire Local Plan 2011 - 2031.

16. Details of all new rainwater goods for the terraced block shall be submitted to and approved in writing by the Local Planning Authority prior to the installation of the rainwater goods. The rainwater goods shall be implemented in accordance with the approved details.

Reason: To ensure that special regard is paid to protecting the special architectural and historic interest and integrity of this grade II listed building under Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Policy HE1 of the North Hertfordshire Local Plan 2011 - 2031.

17. Prior to the commencement of the development hereby permitted full details of a comprehensive hard and soft landscaping, planting scheme and boundary treatments shall be submitted to and approved in writing by the Local Planning Authority.

All approved hard standing shall be completed prior to the first occupation of the development and thereafter retained and maintained to the satisfaction of the Local Planning Authority.

The approved soft landscaping / planting details shall be carried out before the end of the first planting season following either the first occupation of any of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced during the next planting season with others of similar size and species, unless the Local Planning Authority agrees in writing to vary or dispense with this requirement.

Reason: To ensure that the full landscaping scheme set out in the application is improved and implemented in full in a timely manner in the interests of phasing and to ensure the development is comprehensively landscaped in the interests of visual amenity. Local Plan Policies D1 and N2.

18. Prior to the commencement of the development hereby permitted a full management plan and method statement (including a timetable for the works) to achieve the break up and safe and sustainable disposal of the concrete apron on the site shall be submitted to and approved in writing by the Local Planning Authority. Such works shall thereafter be carried out in complete accordance with the approved details or particulars unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the correct phasing of the development and to enable a comprehensive soft landscaping plan to be delivered on this site in association with the development hereby permitted. Local Plan Policy NE2

19. No gates shall be provided across the access to the site.

Reason: In the interests of local visual amenity and to comply with Policy D1 of the North Hertfordshire Local Plan 2011 to 2031.

20. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 as amended no development as set out in Classes A, B, C and E of Part 1 of Schedule 2 to the Order, (or any subsequent Statutory Instrument which revokes, amends and/or replaces those provisions) shall be carried out without first obtaining a specific planning permission from the Local Planning Authority.

Reason: Given the nature of this development, the Local Planning Authority considers that development which would normally be "permitted development" should be retained within planning control in the interests of the character and amenities of the area and to comply with Policy D1 and/or Policy D3 of the North Hertfordshire Local Plan 2011 to 2031.

21. The approved details of landscaping shall be carried out before the end of the first planting season following either the first occupation of any of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced during the next planting season with others of similar size and species, unless the Local Planning Authority agrees in writing to vary or dispense with this requirement.

Reason: To safeguard and enhance the appearance of the completed development and the visual amenity of the locality, and to comply with Policy NE2 of the North Hertfordshire Local Plan 2011 to 2031.

22. Before the commencement of any other works on the site, trees to be retained shall be protected by the erection of temporary chestnut paling or chain link fencing of a minimum height of 1.2 metres on a scaffolding framework, located at the appropriate minimum distance from the tree trunk in accordance with Section 4.6 of BS5837:2012 'Trees in relation to design, demolition and construction - Recommendations, unless in any particular case the Local Planning Authority agrees to dispense with this requirement. The fencing shall be maintained intact for the duration of all engineering and building works. No building materials shall be stacked or mixed within 10 metres of the tree. No fires shall be lit where flames could extend to within 5 metres of the foliage, and no notices shall be attached to trees.

Reason: To prevent damage to or destruction of trees to be retained on the site in the interests of the appearance of the completed development and the visual amenity of the locality, and to comply with Policy NE2 of the North Hertfordshire Local Plan 2011 to 2031.

23. Prior to any above ground works being commenced, full details of all external lighting for the development shall be submitted to and approved in writing by the Local Planning Authority. This should include non-intrusive light fittings and locations designed to minimise light spill into adjoining residential properties. Thereafter, the development shall be completed in complete accordance with the approved details.

Reason: In the interests of residential amenity and to minimise light nuisance

24. Prior to the commencement of development a site-wide sustainability strategy shall be submitted to the Local Planning Authority for approval addressing renewable energy, reducing carbon emissions and water conservation. The approved measures must be implemented on site for each dwelling prior to its first occupation.

Reason: To reduce carbon dioxide emissions and promoting principles of sustainable construction and the efficient use of buildings in accordance with Policies SP9 and D1 of the North Hertfordshire Local Plan 2011 to 2031.

Development Management
North Hertfordshire District Council

Signed:



Shaun Greaves
Development and Conservation Manager

Council Offices
Gernon Road
Letchworth
Herts
SG6 3JF

Date:

The Council's Privacy Notice is available on our website: <https://www.north-herts.gov.uk/home/council-data-and-performance/data-protection/information-management-gdpr>

NOTES

- 1 **Failure to satisfy conditions may invalidate this permission and/or result in enforcement action. Particular attention should be paid to the requirements of any condition in bold.**
- 2 Applicants will need to pay a compliance fee where they request confirmation in writing of any planning consent, agreement or approval (commonly known as discharge of conditions) required by one or more conditions or limitations attached to a grant of planning permission.
- 3 The fee is £309 per request or £89 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse.

The request can be informal through the submission of a letter or plans, or formal through the completion of an application form and the submission of plans. Any number of conditions may be included on a single request. The form is available via the Council's website:
www.north-herts.gov.uk/home/planning/planning-applications/submit-planning-application
- 4 If the development hereby permitted is one that will require a new postal address/es then please contact the Council's **street naming and numbering service** on 01462 474431 or email SNN@north-herts.gov.uk who will advise you on how to apply for the new address/es.

Any proposed sales and/or marketing name to be adopted by the developer should be forwarded to the **street naming and numbering service**, prior to any publication of the site details and sales information.
- 5 If you are aggrieved by the decision of your local planning authority (LPA) 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 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.

However, if an enforcement notice has been served for the same or very similar development the time limit is 28 days from the date of the LPA decision or 28 days from the date the enforcement notice was served.

Appeals can be made online at: <https://www.gov.uk/appeal-planning-decision>

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 he 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 him 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.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

6 Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 7 The District Council and County Highway Authority wish to ensure that, in the implementation of the development, hereby approved, the highway verge adjacent to the property is not damaged or does not become unsightly due to the stationing of skips, parking of vehicles, storing of building materials etc thereon. Your attention is, therefore, drawn to the provisions of Section 131 of the Highways Act 1980 and to

the Hertfordshire County Council Bylaws 1955 (specifically relating to grass margins and verges in Letchworth Garden City) by virtue of which such actions, unless authorised by the prior grant of a licence, constitute a prosecutable offence. Persons responsible for undertaking the development and any associated works are, therefore, strongly encouraged to take appropriate steps to ensure that no breach of the said legislation occurs during the course of such activities. In the event of any damage being caused it will be expected that suitable reinstatement is undertaken upon completion of the development. Failure to do so could also result in legal action being pursued. To obtain information regarding the issue of licences, contact Hertfordshire Highways, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, SG138DQ or telephone 0300 1234 047.

8 Cadent Gas Informative:

Cadent Gas own and operate the gas infrastructure within the area of your development. Contact our Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to. Email plantprotection@cadentgas.com Alternatively you can register on www.beforeyoudig.cadentgas.com This service is free of charge.

THIS PLANNING PERMISSION DOES NOT CONSTITUTE APPROVAL UNDER BUILDING REGULATIONS AND IS NOT A LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT. IT DOES NOT CONVEY ANY APPROVAL OR CONSENT WHICH MAY BE REQUIRED UNDER ANY ENACTMENT, BYELAW, ORDER OR REGULATION OTHER THAN SECTION 57 OF THE TOWN AND COUNTRY PLANNING ACT 1990.

SCHEDULE TWO

OWNERS' COVENANTS TO THE COUNCIL

1. The Owners covenant with the Council:
 - 1.1 To carry out the works to the Midden Building shown in yellow on Plan 2 and Node Court shown in grey on Plan 2 in accordance with the Approved Drawings to the satisfaction of the Council prior to the Occupation of any of the Dwellings in the New Build;
 - 1.2 Not to Occupy any Dwelling comprised in the New Build until the works to the Midden Building and Node Court have been completed in accordance with the Approved Drawings to the satisfaction of the Council.

SCHEDULE THREE

COUNCIL'S COVENANTS

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

SCHEDULE FOUR

PROFORMA EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

SITE ADDRESS

.....

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date:-.....

Occupation of Development (Number if relevant) – date:.....

Completion of Development – date:

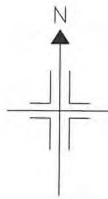
COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

.....

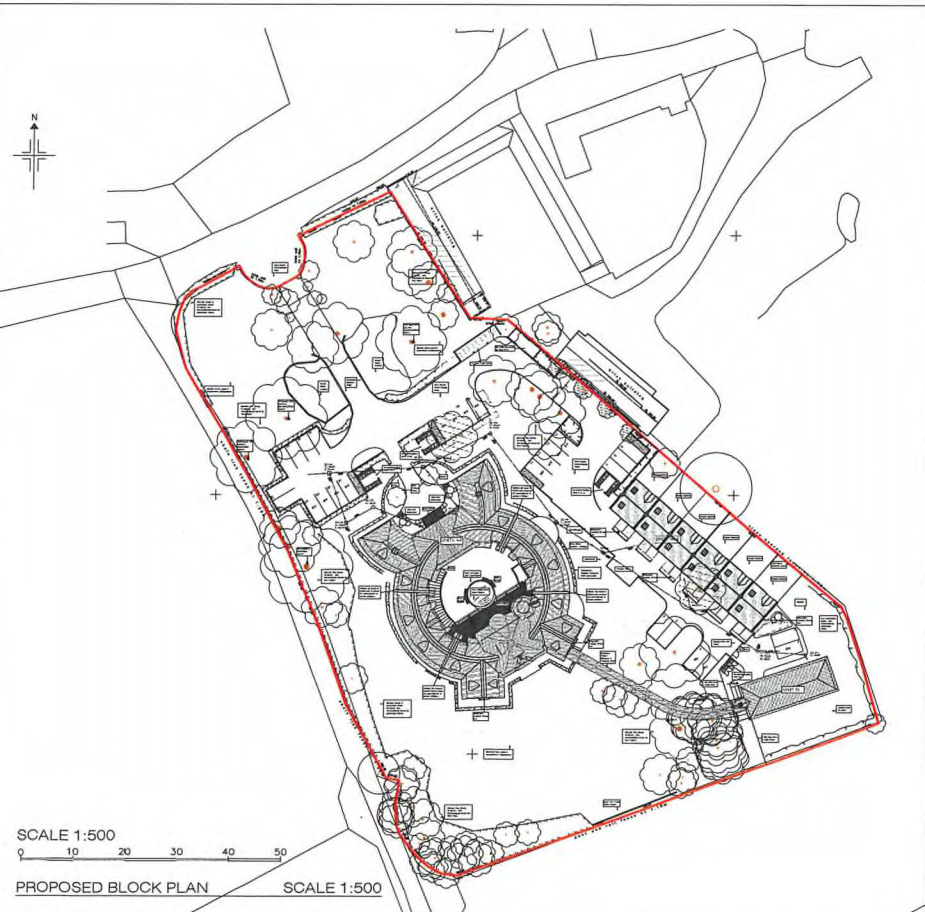
SCHEDULE FIVE
Plans



128860



Duly Authorised Officer



SCALE 1:500
PROPOSED BLOCK PLAN
SCALE 1:500

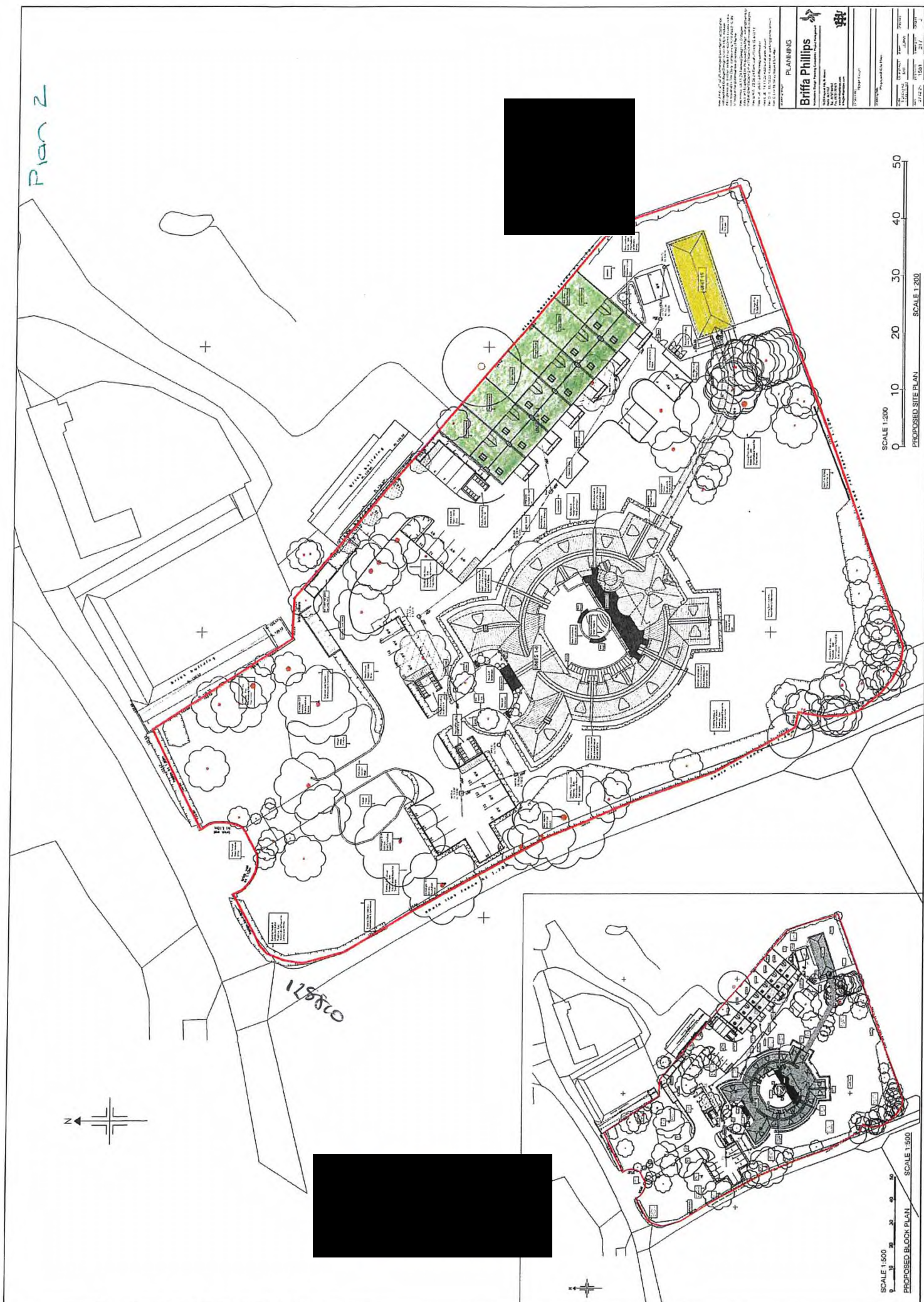


SCALE 1:200
PROPOSED SITE PLAN
SCALE 1:200

Rev J HW 27.02.25 Amended Site Plan in accordance with updated Common Design Units 9-16 to include through-roads dormer. Added four 450mm to walls in the roof material of The Dairy, transitioning from ditch to lift, to reduce the potential risk of spread of fire.
Rev H HW 08.11.24 Revised Design for Cottages Units 9-16 installed on Proposed Site Plan. Amendments to road and landscaping in accordance with revised cottages.
Rev G HW 20.08.24 Removal of Units 16 and 17.
Rev F JH 28.01.23 Planning submission
Rev E JH 14.11.22 Additional units shown
Rev D JH 10.10.22 Additional parking points shown
Rev C EV 16.09.22 Second Site Plan

PLANNING			
Briffa Phillips			
Architectural Design Planning Consulting Project Management			
18-21 Holborn Hill, St Albans			
Herts AL1 1EL			
Tel: 01727 44441			
Fax: 01727 71871			
www.briffaphillips.com			
info@briffaphillips.com			
Project No.			
Node Court			
Drawing Title			
Proposed Site Plan			
Scale	Job No/Price	Drawn	Checked
1:200/660	MB	JEH/HW	
1:500/360			
Date	Issued No.	Drawing No.	Revision
27.02.25	1581	217	J

202



Duly Authorised Officer

EXECUTED and DELIVERED as a **DEED** on the date of this document

EXECUTED under the Common Seal of

NORTH HERTFORDSHIRE

DISTRICT COUNCIL in the

presence of:



Duly Authorised Officer

EXECUTED as a **DEED** by

NODE INVESTMENTS LIMITED

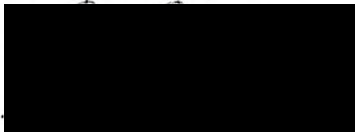
a company Incorporated in Jersey

acting by **ERIC SMART** who in

accordance with the laws of that territory

is acting under the authority of the

company

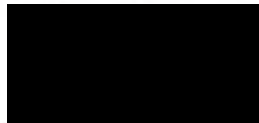


In the presence of

Witness Name

James Arthur Morrissey

Witness Signature



Witness Address

*Riverside House
Wadesmill Rd.
Hertford
Herts SG14 3HT*

**EXECUTED as a DEED by NODE COURT
(MANAGEMENT) LIMITED acting by
MARY HELEN SMART a Director**

.....
In the presence of
.....

Witness Name

James Arthur Morrissey

Witness Signature

Witness Address

*Riverside House
Watermill Rd
Hertford
Herts SG14 3HS*