

DATED:

2025

REDROW HOMES LIMITED

AND

FREDERICK DAVID RAND and CHRISTINE HELEN RAND

AND

NORTH HERTFORDSHIRE DISTRICT COUNCIL

AND

HERTFORDSHIRE COUNTY COUNCIL

DEED OF VARIATION

SECTION 106 and SECTION 106A TOWN AND
COUNTRY PLANNING ACT 1990 (AS AMENDED)

Relating to a Section 106 Agreement dated 19 July 2023 (ref: 18/01502/OP)

in respect of land adjacent to Royston Road, Barkway, Hertfordshire



File Reference - 1715925.12.PAW.YS

THIS DEED is made the

day of

2025

BETWEEN

- (1) **REDROW HOMES LIMITED** (Company Registration No 01990710) whose registered office is situated at Redrow House, St Davids Park, Flintshire, CH5 3RX ("**the Owner**")
- (2) **FREDERICK DAVID RAND and CHRISTINE HELEN RAND** of Hatchpen, The Joint, Reed, Royston, SG8 8AZ ("**Chargee**")
- (3) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire, SH6 3JF ("**the Council**")
- (4) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE ("the County Council")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act for the area within which the Land (as defined in the Original Agreement) is situated
- B The Original Agreement was entered into on 19 July 2023
- C The Owner is the freehold owner of the Land that is registered at the Land Registry under title number HD627325
- D The Chargee is the beneficiary of a charge dated 15 July 2024 in respect of the Land
- E The Parties have agreed to enter into this Deed to vary the provisions of the Original Agreement as set out in Clause 2 of this Deed
- F This Deed is supplemental to the Original Agreement and incorporates the terms of the Original Agreement as varied by Clause 2 of this Deed

1 STATUTORY PROVISIONS

- 1.1 This Deed is entered into pursuant to Section 106 and Section 106A of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the obligations in this Deed are planning obligations and shall be enforceable by the Council and the County Council as local planning authorities without limit of time against the Owner and their successors in title, assigns and persons claiming under or through it an interest Land or any part of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being

held by them

- 1.2 The Original Agreement shall be varied in the manner set out in Clause 2 of this Deed
- 1.3 Words and expressions used in this Deed which are not specifically defined shall have the same meaning as in definitions contained in the Original Agreement
- 1.4 The definitions, clauses, obligations and provisions of the Original Agreement shall remain in full force and effect except as varied or added to by this Deed and shall continue to be applicable to the Land in respect of the Development defined in the Original Agreement as varied or added to by this Deed and remain to be performed to the extent that they have not already been performed
- 1.5 In this Deed the following words and definitions have the following meanings:-

“the Original Agreement”	the agreement dated 19 July 2023 made pursuant to Section 106 of the Act relating to the Land adjacent to Royston Road, Barkway, Hertfordshire and made between (1) North Hertfordshire District Council and (2) Hertfordshire County Council and (3) Frederick David Rand and Christine Helen Rand and (4) Barclays Security Trustee Limited
“the Parties”	the parties to this Deed

- 1.6 A reference to any party to this Deed shall include that party's successors in title and assigns and in the case of the Council successors to their statutory functions
- 1.7 Where an obligation fails to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually
- 1.8 This Deed shall take effect upon the date of this Deed

2 VARIATIONS OF THE ORIGINAL AGREEMENT

- 2.1 The Parties agree that the Original Agreement is varied as set out in the Schedule.
- 2.2 Save as varied herein the Original Agreement shall remain in full force and fully

effective and the terms of the Original Agreement shall have effect as though the provisions contained in this Deed had been contained in the Original Agreement with effect from the date of this Deed

- 2.3 This Deed does not release any party from any breaches of the Original Agreement existing at the date of this Deed

3 COVENANTS BY THE OWNER

- 3.1 The Owner covenants with the Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed

4 CHARGEES CONSENT

- 4.1 The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the charge over the Land shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner but shall not be liable for any breach which occurred prior to the Chargee taking possession of the Land

5 COSTS

- 5.1 The Owner shall pay to the Council and the County Council upon signing of this Deed their reasonable legal costs incurred in connection with the preparation and completion of this Deed

6 LOCAL LAND CHARGE

- 6.1 This Deed shall be registered as a local land charge by the Council in the register of local land charges maintained by the Council

7 MISCELLANEOUS

- 7.1 If any provisions in this Deed are held to be invalid illegal or unenforceable the validity

legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

7.2 No waiver whether express or implied by the Council of any breach or default in performing or observing the terms and conditions of this Deed shall constitute a continuing waiver and no waiver shall prevent the Council or the Owners from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect of them

7.3 Save as expressly varied by this Deed the Original Agreement shall remain in full force and effect

8 JURISDICTION

8.1 This Deed shall be governed by and interpreted in accordance with the Law of England

IN WITNESS of which the Parties have executed this Deed as a Deed and have delivered it upon dating the day and year first before written

THE SCHEDULE
Variation of Original Agreement

1 The Original Agreement is varied as follows:

1.1 A new clause shall be inserted into the Original Agreement at clause 21 of the Original Agreement as follows:

“21. FUTURE PERMISSIONS

21.1 In the event that an application is made pursuant to Section 73 or Section 73B of the Act for an amendment to the Planning Permission and a planning permission is granted in respect of that application then:

21.1.1. references to “Planning Permission” in this Deed shall thereafter be deemed to include both the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act; and

21.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council

in each case PROVIDED THAT:

21.1.3. nothing in this Clause 21 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the Act; and

21.1.4 to the extent that any of the planning obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or Section 73B of the Act.”

EXECUTED UNDER THE COMMON SEAL of)
NORTH HERTFORDSHIRE DISTRICT
COUNCIL
in the presence of:)

Authorised Signatory

EXECUTED UNDER THE COMMON SEAL of)
HERTFORDSHIRE COUNTY
COUNCIL
in the presence of:)

Authorised Signatory

EXECUTED as a Deed by)
REDROW HOMES LIMITED)
acting by:)

Director:

Director/Secretary:

EXECUTED as a Deed by)
FREDERICK DAVID RAND)
in the presence of:)

Witness name

Witness signature

Address

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EXECUTED as a Deed by)
CHRISTINE HELEN RAND)
in the presence of:)

Witness name

Witness signature

Address

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