

DATED

2026

- (1) **NORTH HERTFORDSHIRE DISTRICT COUNCIL**
- (2) **HERTFORDSHIRE COUNTY COUNCIL**
- (3) **BDW TRADING LIMITED**

S106A DEED OF VARIATION

Relating to Land to the East of Talbot Way, Kristiansand Way
and Flint Road Allotments, Letchworth Garden City,
Hertfordshire, SG6 1TY

Planning Application Ref: 26/00013/S106A

THIS DEED is made the _____ day of _____ 2026
BETWEEN

- (1) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (the **Council**);
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Herts, SG1 2FQ (the **County Council**); and
- (3) **BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is at Barratt House Carwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (the **Owner**).

WHEREAS:

- (A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is located and are the local authorities for the purposes of the Act.
- (B) The County Council is the Education Authority for the purposes of the Education Acts as defined in section 578 of the Education Act 1996 the Highway Authority for the purposes of the Highways Act 1980 the Social Services Authority the Library Authority and the Waste Disposal Authority for Hertfordshire.
- (C) The Owner is the freehold owner of the Land, which is registered at HM Land Registry under title number HD637577, free from any encumbrances which would prevent the Owner entering into this Deed.
- (D) On 2 April 2025, the parties entered into a section 106 Agreement (the **Principal Agreement**) for the development of the Land, a copy of which is annexed to this Deed at Annex 1.
- (E) On 3 April 2025, the Owner obtained the Planning Permission issued by the Council.
- (F) Without prejudice to the terms of the other covenants contained in the Principal Agreement, the parties to this Deed wish to vary the Principal Agreement in the manner set out in this Deed to amend the affordable housing mix

THIS DEED WITNESSES the following:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All words and phrases defined in the Principal Agreement have the same meaning in this Deed unless explicitly stated otherwise.
- 1.2 The clause headings do not affect its interpretation.
- 1.3 The provisions of the Principal Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11 Where an obligation falls 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.

1.12 References to the Land include any part of it.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and any other enabling powers so as to vary the Principal Agreement in the manner set out in this Deed and the Owner's obligations and covenants contained in this Deed:

2.1.1 are covenants and planning obligations to which these statutory provisions apply; and

2.1.2 relate to the Land in the manner set out in this Deed; and

2.1.3 are enforceable by the Council as the local planning authority.

2.2 This Deed shall be registrable as a local land charge by the Council.

2.3 The Owner (for and on behalf of its respective heirs, assigns, and successors in title with the intention that the following provisions shall bind their respective interests in the Land) covenants with the Council and the County Council that it will comply with the covenants, obligations, and undertakings contained in this Deed.

2.4 No person shall be liable for any breach of the covenants or undertakings contained in this Deed or the Principal Agreement (as varied by this Deed) which occur after the relevant person has parted with its entire interest in the Land or part of the Land to which the breach relates but without prejudice to the rights of the Council or the County Council or the Owner in respect of any breach which occurred prior to the parting of such interest.

2.5 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with any planning permission other than the Planning Permission granted by the Council or by the County Council or by the Secretary of State for Housing, Communities and Local Government on appeal or reference to him after the date of this Deed save to the extent that any planning permission (relating to the Development) granted in respect of the Land under section 73 of the Act shall be based on the terms of this Deed.

2.6 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the Principal Agreement.

2.7 Nothing in this Deed shall prejudice or affect the rights, powers, duties, and obligations of the Council or the County Council in the exercise of their functions in any capacity and the rights, powers, duties, and obligations of the Council and the County Council may be effectively exercised as if neither were a party to this Deed.

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

3. COMMENCEMENT

The provisions in this Deed shall take immediate effect upon its completion.

4. VARIATION TO PRINCIPAL AGREEMENT

4.1 The parties agree that the Principal Agreement shall be varied as set out in Schedule 1 to this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

4.2 This Deed shall be read in conjunction with the Principal Agreement.

5. **LOCAL LAND CHARGE**

This Deed is a local land charge and shall be registered as such by the Council.

6. **LEGAL COSTS**

6.1 The Owner will pay on completion of this Deed the Council's reasonable legal costs and disbursements in connection with its preparation up to a maximum of £4,000 (four thousand pounds) (no value added tax).

6.2 The Owner will pay on completion of this Deed the County Council's reasonable legal costs and disbursements in connection with its preparation negotiation and completion of this Deed immediately upon completion.

7. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed of Variation does not have any rights under the Contracts (Rights of Third Parties) Act 1999 (as amended) to enforce any term of this Deed of Variation.

8. **GOVERNING LAW AND JURISDICTION**

This Deed of Variation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and will be subject to the exclusive jurisdiction of the courts of England and Wales.

9. **DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1

1. Paragraph 1.3 of Part 1 of Schedule 2 of the Principal Deed shall be deleted and replaced in its entirety as follows:
 - 1.3 Unless otherwise agreed in writing by the Council to provide the following types of Affordable Housing Units:
 - 1.3.1 as Affordable Rented Units:
 - 7 x one bedroom flats (including two to M4(3) wheelchair adapted standard);
 - 8 x two bedroom flats;
 - 8 x two bedroom houses; and
 - 6 x three bedroom houses (including four to M4(3) wheelchair adapted standard);
 - 1.3.2 as Social Rented Units:
 - 2 x four bedroom houses;
 - 1.3.3 as Shared Ownership Units:
 - 5 x one bedroom flats (including two to M4(3) wheelchair adapted standard);
 - 3 x two bedroom houses; and
 - 9 x three bedroom houses;

In witness to the above the Owner has executed and the Council and the County Council have affixed their Common Seals the day and year above written.

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
NORTH HERTFORDSHIRE)
DISTRICT COUNCIL)
In the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL)
In the presence of:)

Authorised Signatory

EXECUTED as a **DEED** by []
and []
as attorneys for **BDW TRADING LIMITED**
under a power of attorney dated 19 March 2026

.....
SIGNATURE OF ATTORNEY (1)

in the presence of:

.....

SIGNATURE OF WITNESS (1)

NAME

ADDRESS

OCCUPATION

.....
SIGNATURE OF ATTORNEY (2)

in the presence of:

.....

SIGNATURE OF WITNESS (2)

NAME

ADDRESS

OCCUPATION

ANNEX 1
Principal Agreement

DATED

02 April 2025

2024

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

LETCHWORTH GARDEN CITY HERITAGE FOUNDATION

DEED

Under Section 106 of the Town & Country Planning Act 1990
Land To The East Of Talbot Way, Kristiansand Way and Flint Road Allotments Letchworth
Garden City Hertfordshire

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 21/00504/OP/LL14623)

THIS DEED is made the 2nd day of April 2024 2025

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ("the Council") and
 - 2 **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE ("the County Council") and
 - 3 **LETCHWORTH GARDEN CITY HERITAGE FOUNDATION** (Registered Society No. 28211R) whose registered office is at One Garden City, Broadway, Letchworth Garden City, SG6 3BF ("the Owner")
- together "The Parties".

RECITALS

- A The Council and the County Council are the local planning authorities 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 County Council is the Education Authority for the purposes of the Education Acts as defined in section 578 of the Education Act 1996 the Highway Authority for the purposes of the Highways Act 1980 the Social Services Authority and the Libraries Authority for Hertfordshire.
- D The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Numbers HD545791 and HD534939 free from encumbrances that would prevent the Owner from entering into this Deed.
- E On 16 February 2021 the Owner submitted the Application to the Council for Planning Permission for the Development.
- F 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.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

1. In this Deed the following expressions shall have the following meanings unless inconsistent with the text:

"Act"

means the Town and Country Planning Act 1990 as amended;

"Affordable Housing"

means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF (or any subsequent replacement or modification thereof) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Provider"

means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is registered or eligible for registration under chapter 3 part 2 of the Housing and Regeneration Act 2008 or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing;

"Affordable Housing Units"

means those Dwellings permitted as part of the Development which are to be provided as Affordable Housing to Qualifying Persons in accordance with paragraphs 1 and 2 of Part I of Schedule Two;

"Affordable Rented Unit"

means a unit of Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for social rented housing in accordance with the definition of affordable rented housing contained in Annex 2 to the NPPF (or any subsequent replacement or modification thereof) but for the avoidance of doubt must be at an affordable rent which is subject to rent controls that require:

(i) in the case of each one or two bedroom unit a rent of no more than 80% of the equivalent local market rent (including service charges, where applicable) for one and two bedroom units respectively;

(ii) in the case of each three bedroom unit a rent of no more than 70% of the equivalent local market rent (including service charges, where applicable) for three bedroom units; and

(iii) in the case of each four bedroom unit a rent of no more than the equivalent rent (excluding service charge where applicable) for a four bedroom Social Rented Unit;

All rents must be within Local Housing Allowance (LHA) rates;

"Application"

means the application for outline planning permission for the Development submitted to the Council by or on behalf of the Owner with the application plans and other materials on 16 February 2021 and allocated reference number 21/00504/OP;

"Allotment Improvement Scheme"

means a scheme for the improvement of the allotments adjoining the Land at Flint Road such improvements to include details of a proposed new WC facility and resurfacing of the pathways through the allotments such scheme to include a timetable for proposed implementation;

"BCIS Index"

means the Building Cost Information Service All-in Tender Price Index published from time to time;

"Certificate of Completion"

means a certificate confirming that Completion of the Open Space has occurred;

"Chargee"

means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed

under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units;

"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:

- a. site clearance;
- b. demolition of existing buildings;
- c. archaeological investigation;
- d. 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;

"Completion"

means when a certificate of practical completion has been issued by the appointed architect, engineer or project manager or other suitably qualified party to the Owner confirming that the Development or the relevant part of the Development is complete to be put into use and the term 'Complete' shall be construed accordingly;

"Confirmatory Deed"

means a deed to be entered into pursuant to clause 19 of this Deed to ensure that the legal interest of the relevant party is bound by the provisions of this Deed in the form (or substantially in the form) annexed to this Deed at Schedule 7

"County Council Contributions"

means together the Libraries Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, the Sustainable Transport Contribution, the Travel Plan Evaluation and Support Contribution, Waste Collection and Recycling Contribution and the Youth Contribution;

"Development"

means the development authorised by the Planning Permission and described as a residential development comprising of 120 dwellings with vehicular access via Flint Road (all matters reserved except means of access) within the Application

"Disposal"

means the transfer of a legal estate in an Affordable Housing Unit and "Dispose" shall be construed accordingly and which for the avoidance of doubt does not include the creation of a legal charge or mortgage;

"Dwellings"

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

"Flint Road and Blackhorse Road Improvement Costs"

means the costs of carrying out the Flint Road and Blackhorse Road Improvement Works which shall include costs and expenses associated with the design, materials, insurance, construction and related professional consultants costs

"Flint Road and Blackhorse Road Improvement Works"

means the highways works shown indicatively on drawing reference 23045815-STR-HGN-100-DR-D-00101 Rev P0 appended hereto;

"Footpath Improvement Costs"

means the costs of providing the Footpath Improvement Works which shall include costs and expenses associated with design, materials, insurance, construction, and related professional consultants' costs;

"Footpath Improvement Scheme"

means a scheme for the Footpath Improvement Works;

"Footpath Improvement Works"

means the highways works that are shown detailed on drawing reference 23045814-STR-HGN-100-DR-D-01000 Rev P01 appended hereto to improve the section of Footpath 26 which links the nearest bus stop with the Development;

"Highway Agreement"

means an agreement pursuant to sections 38 or 278 of the Highway Act 1980 as amended;

"Homes England"

means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

"Index Linked"

means that for the Libraries Contribution, Special Educational Needs and Disabilities Contribution, Youth Contribution, and Waste Collection and Recycling Contribution such sum shall be index-linked by reference to the BCIS All-in Tender Price Index as published by the Building Cost Information Service from a base figure of first Quarter 2022 (1Q2022) to the finalised figure applicable to the quarter in which the contribution is paid in accordance with **clause 11.1**;

means that for the Sustainable Transport Contribution sum shall be index linked by reference to the price adjustment formula for construction contracts on the Monthly Bulletin of Indices as collated into a single index in accordance with the SPONS Constructed Civil Engineering Cost Index from January 2019 until the date of payment in accordance with **clause 11.2**; and

means that for the Monitoring Contribution shall be index linked by reference to the price adjustment formula RPI indexation from July 2021 (the first quarter of

2021) to the finalised figure applicable to the month in which the Monitoring Contribution is paid in accordance with **clause 11.3**;

"Interest"

means interest at two percent above the base lending rate of Lloyds Bank from time to time;

"Land"

the land known as land to the east of Talbot Way, Kristiansand Way and Flint Road Allotments which for identification purposes only is shown edged red on Plan 1;

"Leaseholder"

The party / parties with the benefit of the Leasehold Interest;

"Leasehold Interest"

Any long leasehold interest in the Land which allows the Leaseholder to build the Development;

"Libraries Contribution"

means the contribution sum to be calculated based on the Obligations Table at paragraph 1 of Schedule 6 shown therein as the 'Library Services' (Index Linked as hereinafter provided in clause 11.1) as a contribution to be applied towards increasing the capacity of Letchworth Library and/or provision serving the Development;

"Local Connection"

means that the Qualifying Person has one of the following connections to the district of North Hertfordshire:

- (i) has been continuously resident by choice in the district for the last 12 months; or
- (ii) has been resident, by choice, in the district for 3 out of the last 5 years; or
- (iii) is a member or former member of the Armed Forces or a bereaved spouse or civil partner; or

- (iv) has an immediate family member (this would normally be their mother, father, brother, sister, or adult child) resident in the district. Their residency must be by choice and have been so for a minimum of 5 years; or
- (v) has employment in the district; or
- (vi) is accepted as owed a main housing duty by NHDC under section 193(2) of the Housing Act 1996; or
- (vii) care leavers originating from the district or who meet the agreed criteria set out in the Hertfordshire Joint Housing Protocol; or
- (viii) has another special reason why they need to live in the district;

"Management Body"

means a body whose objects are for the management and maintenance of open space which has been approved by the Council in accordance with the Open Space Management Scheme;

"Monitoring Contribution"

the sum of £340 three hundred and forty pounds to be paid by the Owner to the County Council (Index Linked as provided for in clause 11.3 of this Deed) to be applied by the County Council towards the costs of monitoring compliance with obligations contained within this Deed;

"Nominations Request Form"

means the nominations request form (Annex A to the 2019 – 2024 North Hertfordshire Housing Association Nominations Agreement) or such variations thereof as are approved by the Council;

"NPPF"

means the National Planning Policy Framework issued by the Ministry of Housing, Communities and Local Government dated December 2023 or any Government issued policy statement amending or replacing the same from time to time;

"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;

"Open Market Dwelling"

means a Dwelling constructed on the Land as part of the Development which is not an Affordable Housing Unit;

"Open Space"

means public open space or play space within the Development;

"Open Space Management Scheme"

means the scheme for the long-term management and maintenance of the Open Space Land by a Management Body to be approved by the Council pursuant to paragraph 3.1 of Part I of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

"Open Space Scheme"

means the scheme for the laying out, landscaping, construction and maintenance of the Open Space Land as Open Space to be approved by the Council pursuant to paragraph 3.1 of Part I of Schedule Two or such variation thereof as may be agreed by the Owner and the Council;

"Owner"

means the owner of the Land from time to time including the Leaseholder;

"Plan 1"

means the plan attached to this Deed and numbered Plan 1;

"Planning Obligations SPD"

means the North Hertfordshire District Council Developer Contributions Supplementary Planning Document dated January 2023;

"Planning Permission"

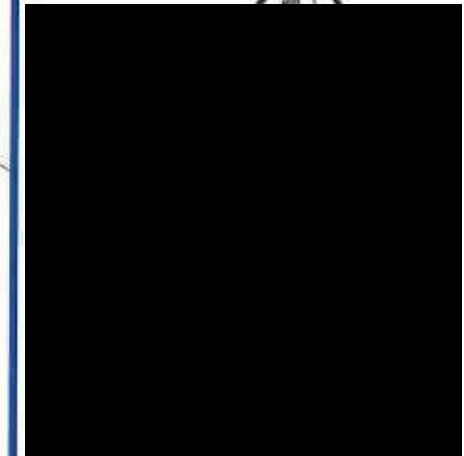
means the planning permission granted by the Council in pursuance of the Application a draft of which is attached at Schedule One;

"Qualifying Person"

means a person or household in need of Affordable Housing identified in accordance with the provisions below:

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- (i) in the case of an Affordable Rented Unit a person accepted on to the North Hertfordshire Common Housing Register (from time to time) in accordance with the North Hertfordshire Housing Partnership Common Housing Allocation Scheme 2013 (or any successor scheme approved in writing by the Council); and
- (ii) in the case of a Shared Ownership Unit, a person who meets the eligibility criteria for shared ownership housing set by the Government from time to time and who has a local connection to North Hertfordshire district.

and the term "Qualifying Persons" shall be construed accordingly;

"RPI Index"

means the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics;

"Secretary of State"

means the Secretary of State for Levelling Up, Housing and Communities (as that title is used in the Secretary of State for Communities and Local Government Order 2021 (SI 2021/1265)) or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act;

"Special Educational Needs and Disabilities (SEND) Contribution"

means the contribution sum to be calculated based on the Obligations Table at paragraph 1 of Schedule 6 shown therein as the 'SEND Primary Education' and 'SEND Secondary Education' (Index Linked as hereinafter provided in clause 11.1) as a contribution to be applied towards the new East Severe Learning Difficulty school and/or provision serving the Development;

"Shared Ownership Lease"

means a lease in the form of Homes England's model shared ownership lease (or such other successor bodies and/or model form of Shared Ownership Lease) and on terms that permit part purchase of the open market value of the equity in a Shared Ownership Unit in multiples of 1% with an initial minimum purchase of between 10% and up to a maximum of 75% of the open market value of the equity in a Shared Ownership Unit being purchased initially and subject to the

remainder of the equity up to 100% being obtained on any subsequent purchase together with rent payable for the open market rack rental value of the unpurchased percentage of the equity in the Shared Ownership Unit up to a value which does not exceed the rent levels set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council);

"Shared Ownership Unit"

means a unit of Affordable Housing to be made available by an Affordable Housing Provider under a Shared Ownership Lease;

"Social Rented Unit"

means a unit of Affordable Housing which is owned by local authorities or private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime (such unit may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council) and in all cases in accordance with the definition of social rented housing contained in Annex 2 to the NPPF or any subsequent replacement or modification thereof;

"SPONS Index"

Means index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by Her Majesty's Stationery Office as collated into a single index known as the SPONS Construction Civil Engineering Cost Index;

"Sustainable Transport Contribution"

means a sum of £618,570 (six hundred and eighteen thousand, five hundred and seventy pounds) less the Footpath Improvement Costs and the Flint Road and Blackhorse Road Improvement Costs (Index Linked as provided for in clause 11.2 of this Deed) which shall be applied towards Package 11 of Hertfordshire County Council's North Central Growth and Transport plan, in particular scheme SM62 (Baldock to Letchworth Cycle Route) and the various schemes that form part of Package 12 – which ensures there are links between northern Letchworth and town centre by bike, as well as providing bike parking at Letchworth station;

"Travel Plan"

means a written plan setting out a scheme to encourage regulate and promote sustainable travel measures for owners, occupiers, and visitors to the Land

"Travel Plan Annual Review"

means an annual study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein)

"Travel Plan Baseline Survey Collection Date"

means the date on which baseline surveys are collected pursuant to paragraph 4.3 of Part II of Schedule Two

"Travel Plan Co-ordinator"

means a person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation, monitoring, reporting, and review of the Travel Plan and the day-to-day management of the steps identified in the Travel Plan in order to achieve its objectives and targets

"Travel Plan Evaluation and Support Contribution"

means the sum of £6,000 (six thousand pounds) Index Linked as provided for in clause 11.3 of this Deed)

"Travel Plan Guidance"

means the County Council's published guidance entitled "Travel Plan Guidance for Business and Residential Development" which can be found at <https://www.hertfordshire.gov.uk/media-library/documents/highways/development-management/travel-plan-guidance.pdf> or such version as at the date of submission of the Travel Plan

"Travel Plan Remedial Measures Notice"

means a notice in writing served on the Owner via the Travel Plan Co-ordinator by the County Council where the Owner has failed to meet one or more of the targets identified in the Travel Plan specifying the remedial measures and/or actions required to be taken by the Owner to remedy the failed implementation towards the agreed targets with a reasonable time provision.

"Waste Collection and Recycling Contribution"

means the contribution sum to be calculated based on the Obligations Table at paragraph 1 of Schedule 6 shown therein as the 'Waste Collection and Recycling Centre' (Index Linked as hereinafter provided in clause 11.1) as a contribution to be applied towards the cost of expansion of or increasing capacity at Letchworth Recycling Centre to serve the Development and/or provision serving the Development;

"Working Day"

means any day other than a Saturday or a Sunday or a Public Holiday; and

"Youth Contribution"

means the contribution sum to be calculated based on the Obligations Table at paragraph 1 of Schedule 6 shown therein as the 'Youth Services' (Index Linked as hereinafter provided in clause 11.1) as a contribution to be applied towards the cost of expansion of or increasing capacity of a new centre serving Letchworth and the surrounding area and/or provision serving the Development.

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 Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the cases of the Council and the County Council shall include successors to their respective 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;
- 2.5 any reference to clauses and schedules are references to clauses and schedules to this Deed;
- 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 Owner not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council against the Owner 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 Owner (subject to paragraph 2, Part I of Schedule Two).
- 3.2 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of the 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 Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming

through or under the Owner an interest or estate in the Land or any part thereof PROVIDED THAT

- 3.3.1 a Affordable Housing Provider and the owners and/or occupiers of Affordable Housing Units shall only be liable in respect of the obligations and restrictions contained in Part I of Schedule Two and shall otherwise have no liability pursuant to this Deed;
- 3.3.2 The provisions contained in this Deed shall not be binding against any individual owner or occupier of a Dwelling or any mortgagee of any individual owner or occupier of a Dwelling comprised within the Development once the obligations have been complied with by the Owner; and,
- 3.3.3 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 Owner 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 12, 13 and 15.5 which shall come into effect immediately upon completion of this Deed.

5. PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council to observe the restrictions and to perform the obligations and activities specified in Part I of Schedule Two to this Deed.

5.2 The Owner covenants with the County Council to observe the restrictions and to perform the obligations and activities specified in Part II of Schedule Two to this Deed.

5.3 The Council covenants with the Owner to perform the obligations or activities specified in Schedule Three to this Deed.

5.4 The County Council covenants with the Owner and the Council to perform the obligations or activities specified in Schedule Four to this Deed.

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

Nothing in this Deed whether express or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council or the County 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**

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

8. **CONSENTS**

8.1 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed.

8.2 The Owner warrants and confirms that the Land is free from all mortgages charges or other encumbrances and that no other person has an interest 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**

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 or part of the Land to which the breach relates 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

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 Owner or is otherwise withdrawn;

11. EXPENDITURE, INTEREST AND INDEXATION

- 11.1. The Libraries Contribution, the Special Educational Needs and Disabilities (SEND) Contribution Waste Collection and Recycling Contribution and the Youth Contribution shall each be Index Linked by reference to the BCIS Index figure of 1Q2022 (the first quarter of 2022) to the finalised figure applicable to the quarter in which the contribution is paid and that sum payable shall be increased in accordance with any increase in the BCIS Index by the application of the formula by the application of the formula:

$A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the BCIS Index for the date upon which the interim payment described below is actually paid; and,

D is the BCIS figure applicable to the first quarter of 2022

$C \div D$ is equal to or greater than 1 and if $C \div D$ is less than 1 then $C \div D$ will be deemed to equal 1

- 11.2. The Sustainable Transport Contribution shall be index-linked to such movements in the SPONS Index from January 2019 to the date on which the Sustainable Transport Contribution is paid.

- 11.3. The Travel Plan Evaluation and Support Contribution shall be Index Linked by reference to RPI that sum shall be increased by application of the formula:

$A = B \times (C+D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the Office of National Statistics Index of Monthly Retail Prices Information figure for the date upon which the Contribution is actually paid;

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from May 2014; and,

For the purposes of calculating the indexation in relation to the Monitoring Contribution shall be index-linked to RPI indexation from July 2021 (the first quarter of 2021) to the finalised figure applicable to the month in which the Monitoring Contribution is paid.

$C \div D$ is equal to or greater than 1 and if $C \div D$ is less than 1 then $C \div D$ will be deemed to equal 1

11.4 It is further agreed by the parties that:

11.4.1 if prior to the receipt of the County Council Contributions the Council or the County Council incurs any expenditure in providing additional facilities the need for which arises from or in anticipation of the Development then the Council or the County Council may immediately following receipt of such contributions deduct from the County Council Contributions such expenditure incurred; and

11.4.2 where any sum to be paid by the Owner under the terms of this Deed is required to be index linked then an interim payment shall initially be made based on the latest available forecast figure at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) days of demand by the Council or County Council to the payer of the interim payment (as the case may be) once the relevant index has been finalised.

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

12. **COSTS**

The Owner shall pay the Council's and the County Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed immediately upon completion.

13. **REGISTRATION OF THIS DEED**

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

14. **THIRD PARTIES**

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.

15. **NOTICE**

The Owner shall give the Council and the County Council prior written notice of

15.1 the Commencement of the Development;

15.2 the Occupation of the 1st Dwelling;

15.3 the Occupation of 50% of the Open Market Units;

15.4 the completion of the Development.

15.5 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 PROVIDED THAT this clause shall not apply to individual Dwellings

16. **SERVICE OF NOTICES AND DOCUMENTS**

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Five and shall contain the Application reference number 21/00504/OP 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

The Council	Development and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (ref 21/00504/OP)
The County Council	Director of Law and Governance Hertfordshire County Council County Hall Hertford Hertfordshire SG13 8DE ref 019500
The Owner	Letchworth Garden City Heritage Foundation, One Garden City, Broadway, Letchworth Garden City, SG6 3BF (ref 21/00504/OP)

17 DETERMINATION OF DISPUTES

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

- 17.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement
- 17.2 If agreement cannot be reached the matter in dispute may 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
- 17.3 The person to be appointed pursuant to clause 17.2 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development
- 17.4 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions
- 17.5 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
- 17.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- 17.7 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

- 17.8 For the avoidance of doubt references to 'party' or 'parties' in clause 17.1 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of Clauses 17.1 -17.7.

18 **MISCELLANEOUS**

- 18.1 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County 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 or County Council gives the Owner two days' notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.

- 18.2 At the written request of the Owner~~X~~ at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner 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 the County Council or the Secretary of State 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 **CONFIRMATORY DEED**

- 19.1 The Owner covenants with the Council and the County Council not to Commence the Development unless and until all persons with a legal interest in the Land have entered into and delivered to the Council and County Council a duly

executed Confirmatory Deed binding them to the obligations imposed on the Owner under this Deed as if they had so covenanted on the date of this Deed.

19.2 In the event that there is a Leasehold Interest in the Land at the date of the Confirmatory Deed the Council and the County Council agree that the Council and the County Council shall not seek to enforce the terms of this Deed against the Owner (as confirmed by the Confirmatory Deed) unless it or they have first made all reasonable efforts to enforce the said terms against the Leaseholder (if any) and provided the Leaseholder with a reasonable opportunity to remedy the breach such period being reasonable in relation to the relevant breach and in any event no less than 4 weeks PROVIDED THAT in the event that the Leaseholder does not comply with the obligations in the Deed (as confirmed in the Confirmatory Deed) by the end of the period referred to above, the Council and the County Council may thereafter seek to enforce the obligations in this Deed (as confirmed by the Confirmatory Deed) against the Owner.

19.3 For the avoidance of doubt the Owner and / or any Leasehold Interest will be liable to pay the Council's and the County Council's reasonable legal costs incurred in entering any Confirmatory Deed and additionally agree to be bound as successors in title in accordance with terms and obligations of this Agreement.

20 PLANNING CONSENTS GRANTED PURSUANT TO SECTION 73 OF THE ACT

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

20.2 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;

20.3 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

- 20.4 This Deed shall be endorsed with the following words in respect of any future Section 73 application:

"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 (as amended)"

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 of the Council or the County Council ^{in determining} the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106A of the Act.

21 **JURISDICTION**

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

22 **EXECUTION**

The parties have executed this Deed as a deed and it is delivered on the date set out above.

SCHEDULE ONE

DRAFT PLANNING PERMISSION



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NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure) Order
2015

DRAFT DECISION NOTICE

Correspondence Address:

Mr David Ames
One Garden City Broadway
Letchworth Garden City
SG6 3BF

Applicant:

Mr David Ames

PARTICULARS OF DEVELOPMENT

Application: 21/00504/OP

Proposal: Residential development comprising of up to 120 dwellings with vehicular access via Flint Road (all matters reserved except means of access.)

Location: Land To The East Of Talbot Way, Kristiansand Way, And Flint Road Allotments, Letchworth Garden City, Hertfordshire,

Plan Nos: LG3 9262-EPG-ZZ-XX-DR-Y-0100-P01 9262-EPG-ZZ-XX-DR-Y-0001-P02 9262-EPG-ZZ-XX-DR-Y-0002-P01
23045806-STR-HGN-100-DR-D-00201-P3 23045815-STR-HGN-100-DR-D-00101-P0

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 16 February 2021 subject to the following condition(s):

1. Before the development hereby permitted is commenced, approval of the details of the siting, design and external appearance of the development, the means of access thereto and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained in writing from the Local Planning Authority.

Reason: To comply with the provisions of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995 as amended.

2. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission, and the development hereby permitted shall be begun before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved.

Reason: To comply with the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

3. Prior to commencement of development, in accordance with the submitted Surface Water Management Drainage Strategy by EPG (Revisions 2.0, January 2023, ref: EPG-9262-DS-01) and additional information prepared by EPG (dated 25th April 2023, ref: EPG-LGC-LTR-04), detailed designs of a surface water drainage scheme, incorporating the following measures shall be submitted to and approved by the Local Planning Authority:
 - (a) Detailed infiltration testing in accordance with BRE Digest 365 (or equivalent) OR if infiltration is proven to be unfavourable, then surface water runoff rates will be attenuated and restricted to greenfield rates (no greater than 8l/s) and will discharge to the Anglian Water sewer in Flint Road;
 - (b) Detailed designs, modelling calculations and plans of the drainage conveyance network (including engineering drawings of all SuDS elements) in the:
 - 50% annual probability critical rainfall event to show no surcharging of the drainage network;
 - 3.33% annual probability critical rainfall event plus climate change to show no above ground flooding on any part of the site;
 - 1% annual probability critical rainfall plus climate change event to show, if any, the depth, volume and storage location of any above ground flooding from the drainage network 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.

(c) Half drain down times for any infiltration SuDS features to demonstrate that they are able to half drain within 24 hours. Attenuation features should be able to half drain in 24-48 hours.

(d) Details of all surface water management features to be designed in accordance with The SuDS Manual (CIRIA C753, 2015 or any subsequent updates), including appropriate treatment stages for water quality prior to discharge.

(e) Finished ground floor levels of properties are a minimum of 300mm above expected flood levels of all sources of flooding or 150mm above ground level, whichever is the more precautionary.

(f) A plan showing exceedance flow routes within and off site above the 1% AEP (plus climate change) storm event.

The approved scheme shall be implemented prior to the first occupation of the development

Reason: To ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF Paragraphs 167 and 169 and Policy NE7 of the North Hertfordshire Local Plan 2011-2031.

4. 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 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:

(a) A timetable for its implementation;

(b) Details of SuDS features and connecting drainage structures and maintenance requirement for each aspect;

(c) 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.

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 Policies NE7 and NE8 of the North Hertfordshire Local Plan 2011-2031.

5. The development hereby permitted shall not commence until details and a method statement for interim and temporary drainage measures during the construction phases have been submitted to and approved in writing by the Local Planning Authority. This information shall provide full details of who will be responsible for maintaining such temporary systems and demonstrate how the site will be drained

to ensure there is no increase in the off-site flows, not any pollution, debris and sediment to any receiving watercourse or sewer system. Where temporary discharges to a sewer are proposed, written confirmation from the sewer owner that these have been accepted shall be provided. The site works and construction phase shall thereafter be carried out in accordance with the approved method statement, unless alternative measures have been subsequently approved by the Local Planning Authority.

Reason: To prevent flooding and pollution offsite in accordance with the NPPF.

6. No works involving excavations that penetrate into the chalk aquifer below the groundwater table (for example, piling or the installation of a geothermal open/closed loop system) shall be carried out until the following has been submitted to and approved in writing by the Local Planning Authority:
 - (i) An Intrusive Ground Investigation to identify the current state of the site and appropriate techniques to avoid displacing any shallow contamination to a greater depth.
 - (ii) A risk assessment identifying both the aquifer and the abstraction points as potential receptors of contamination.
 - (iii) A method statement detailing the depth and type of excavations (eg piling) to be undertaken including mitigation measures (e.g. appropriate piling design) to prevent and/or minimise any potential migration of pollutants to public water supply. Any excavations must be undertaken in accordance with the terms of the approved method statement.

Reason: To avoid displacing any shallow contamination to a greater depth and to prevent and/or minimise any potential migration of pollutants to a public water supply abstraction.

7. Prior to construction above damp-proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate to the public network, shall be submitted to and approved in writing by the Local Planning Authority.

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

8. 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.

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)

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 in the Written Scheme of Investigation approved under condition (A) and the provision made for analysis and publication where appropriate.

Reason: The site lies within an area where there is significant potential for archaeological remains and any finds should be retrieved and/or recorded before they are damaged or destroyed as a result of the development hereby permission and to comply with Policy HE4 of the North Hertfordshire Local Plan 2011-2031.

9. The development hereby approved shall not be occupied until additional plans have been submitted to and approved in writing by the Local Planning Authority, which show the detailed engineering designs and construction of the vehicle access and associated highway works, as shown indicatively on drawing number D7906.001 Landscape GA plan. These works shall be constructed in accordance with the approved details and the development shall not be occupied until they are fully completed.

Reason: To ensure the provision of a vehicle access which is safe, suitable and sustainable for all highway users and in accordance with Policy T1 of the North Hertfordshire Local Plan 2011-2031.

10. The development hereby approved shall not be occupied until additional plans have been submitted to and approved in writing by the Local Planning Authority, in consultation with the Highway Authority, which show the detailed engineering designs and construction of the highway improvement works to Flint Road and Blackhorse Road, as shown indicatively on drawing number 23045815-STR-HGN-100-DR-D-00101 Rev P0. This includes pedestrian dropped kerbs and tactile paving at side roads along the route and widening of the existing footway to 2 metres unless otherwise agreed in writing. These works shall be constructed in full and in accordance with the approved details prior to the occupation of the development.

Reason to ensure users of the development can travel safely, freely and sustainably to key destinations and to comply with Policies T1, SP6 and SP9 of the North Hertfordshire Local Plan.

11. Prior to commencement of above ground works, a detailed scheme for the upgrading of the two existing bus stops closest to the site along Green Lane (just

to the north of the junction with Blackhorse Road), to include raised Kassel kerbing and shelters shall be submitted to and agreed in writing by the Local Planning Authority. The scheme shall include timing of implementation of the works.

Reason: To encourage users of the development to use sustainable modes of transport in accordance with Policy SP6 of the North Hertfordshire Local Plan 2011-2031

12. No development shall commence until a Construction Traffic Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the construction of the development shall only be carried out in accordance with the approved Plan. The Construction Management Plan of:
- the phasing of construction and proposed construction programme;
 - the methods for accessing the site, including wider construction vehicle routing
 - the numbers of daily construction vehicles including details of their sizes, at each phase of the development;
 - the hours of operation and construction vehicle movements;
 - details of any highway works necessary to enable construction to take place;
 - details of construction vehicles parking, turning and loading/unloading arrangements clear of the public highway;
 - details of any hoardings;
 - details of how the safety of existing public highway users and existing public right of way users will be maintained;
 - management of traffic to reduce congestion;
 - control of dirt and dust on the public highway, including details of the location and methods to wash construction vehicles;
 - the provision for addressing any abnormal wear and tear to the highway;
 - the details of consultation with local businesses or neighbours;
 - the details of any other Construction Sites in the local area; and waste management proposals.

Reason: To minimise the impact of the construction process on the local environment and local highway network.

13. The detailed plans submitted for the approval of reserved matters shall show:
- the details of all hardsurfaced areas within the site. This includes, but is not limited to, all roads, footways (including pedestrian dropped kerbs and tactile paving where relevant), forecourts, driveways, parking and turning areas, an foul surface water drainage;
 - The level of footway and carriageway visibility from each individual vehicle access, and the level of visibility from and around each main junction within the site, within which there shall be no obstruction to visibility between 600mm and 2m above carriageway level;

- c. That service vehicles, including refuse and emergency vehicles, can safely and conveniently access and route through the site, to include the provision of sufficient turning and operating areas;
- d. The provision of sufficient facilities for cycle storage.

Reason: To provide adequate visibility for drivers within the site, to promote alternative modes of travel and for the overall free and safe flow of all site uses and in accordance with Policies SP6, SP8 and T1 of the North Hertfordshire Local Plan 2011-2031.

14. No development above ground levels shall take place until a biodiversity net gain management plan (BNGMP) has been submitted to, and approved in writing by, the local planning authority. The content of the BNGMP shall ensure the delivery of the agreed number of habitat and hedgerow units as a minimum (19.96 habitat units, 1.84 hedgerow units) to achieve a net gain in biodiversity and include the following.
- a) Description and evaluation of habitat parcels to be managed, cross referenced to individual lines in the metric.
 - b) Maps of all habitat parcels, cross referenced to corresponding lines in the metric.
 - c) Appropriate management options for achieving target condition for habitats as described in the approved metric.
 - d) Preparation of an annual work schedule for each habitat parcel (including a 30 year work plan capable of being rolled forward in perpetuity).
 - e) Details of the body or organisation responsible for implementation of the plan.
 - f) Details of species selected to achieve target habitat conditions as identified in approved metric, definitively stated and marked on plans.
 - g) Ongoing monitoring plan and remedial measures to ensure habitat condition targets are met.
 - h) Reporting plan and schedule for informing LPA of condition of habitat parcels for 30 years.

The BNGMP shall also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery.

The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the BNGMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details.

Reason: To deliver a measurable biodiversity net gain in accordance with NHDCLP Policy NE4

15. No development above ground level shall take place until details of the make, model and location of 40 integrated swift boxes and 40 integrated bat boxes has been supplied to and approved by the LPA. These should be incorporated into the brickwork of the buildings, fully installed prior to occupation and retained as such thereafter.

Reason: To achieve a measurable net gain for biodiversity in accordance with NHDCLP Policy NE4.

16. Prior to or concurrent with the submission of any reserved matters application a Design Code for the rural edge lane and adjacent block design as indicated on Figure 35 shall be submitted to and approved in writing by the Local Planning authority to build upon the submitted Masterplan Framework.. The Design Code shall include details of the following

Cross sections and long sections for:

- o Building line
- o Building typologies and heights
- o Setbacks and gardens
- o Spaces between buildings
- o Building alignment
- o Architectural principles and materials palette
- o Boundary treatments
- o Parking typologies and design
- o Parcel edge landscaping
- o Sustainable urban drainage details
- o Carriageway and shared surfacing treatment/design
- o Details of intersections with secondary streets
- o Location and species of plot and street tree planting/landscaping
- o Peripheral edge planting
- o New woodland planting
- o Lighting design

Reason: To ensure good quality design in accordance with Policies SP9 and D1 of the North Hertfordshire Local Plan 2011-2031 and in accordance with the Section 12 of the National Planning Policy Framework.

17. Any suspected contamination encountered during the development of this site, shall be brought to the attention of the Local Planning Authority as soon as

practically possible; in such a case, a scheme to render this contamination harmless, shall be submitted to, and agreed by, the Local Planning Authority and subsequently fully implemented prior to the occupation of this site.

Reason: To ensure that any contamination affecting the site is dealt with in a manner that safeguards human health, the built and natural environment and controlled waters in accordance with Policy NE11 of the North Hertfordshire Local Plan 2011-2031.

18. No development shall take place before a scheme of noise mitigation measures, based on the findings in the noise assessment by Spectrum Acoustic Consultants dated 28 January 2021, has been submitted to and approved in writing by the Local Planning Authority.
The development shall be carried out as approved prior to the occupation of any residential dwellings and the scheme of measures shall be maintained in accordance with the approved details.

Reason: To protect the residential amenity of future occupants in accordance with the aims of Policy D3 of the North Hertfordshire Local Plan 2011-2031.

19. Prior to the commencement of works above ground, a pre-construction energy and sustainability statement shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved measures, which shall be retained thereafter.

Reason: To ensure that the development is energy efficient and minimises carbon emissions in accordance with policies SP9 and D1 of the North Hertfordshire Local Plan 2011-2031.

20. Prior to occupation, each of the proposed new dwellings shall incorporate an Electric Vehicle (EV) charging point. Details of which shall be submitted to and approved in writing by the Local Planning Authority. Proposals should also be made for the provision of EV charging within other public parking areas of the proposed development. The charging points shall be retained thereafter.

Reason: To contribute to the objective of providing a sustainable transport network and to provide the necessary infrastructure to help off-set the adverse impact of the operational phase of the development on local air quality in accordance with Strategic Objective ENV4 and Policy SP9 of the North Hertfordshire Local Plan 2011-2031.

21. No development shall take place above ground level until details of a scheme for the provision of fire hydrants has been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the

approved details and retained thereafter. The provision and installation of fire hydrants shall be at no cost to the County Council or Fire and Rescue Service.

Reason: To ensure all proposed dwelling shave adequate water supplies in the event of an emergency.

22. No dwelling shall be occupied until a scheme setting out details of all on-site household refuse and recycling storage and collection facilities (and including details of any enclosures or screening) to serve each dwelling have been submitted to and approved in writing by the local planning authority. The scheme shall also include arrangements for management of any other waste generated by the development. All such facilities shall be provided in accordance with the approved details prior to the first occupation of the corresponding dwellings and shall be maintained and retained thereafter.

Reason: To facilitate refuse and recycling collection. To protect the amenities of nearby residents and occupiers in the interests of visual amenity and to comply with Policies D1 and D3 of the North Hertfordshire Local Plan 2011-2031.

23. No dwelling hereby permitted shall be occupied unless and until an external lighting strategy has been submitted to and approved in writing by the Local Planning Authority. The strategy shall be designed to minimise the potential adverse effects of external lighting on the amenity and biodiversity of the site and its immediate surroundings. The development shall be carried out in accordance with the approved details.

Reason: In the interests of biodiversity and local amenity.

24. No development shall take place until a Site Waste Management plan has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved plan.

Reason: To ensure that waste is minimised during the construction of the development in accordance with Hertfordshire Waste Core Strategy and Development Management Policies Development Plan Document 2012

Proactive Statement:

Planning permission has been granted for this proposal. The Council acted proactively through positive engagement with the applicant during the determination process which led to improvements to the scheme. The Council has therefore acted proactively in line with the requirements of the Framework (paragraph 38) and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015.

Informative/s:

1. The applicant is advised that the storage of materials associated with the construction of this development should be provided within the site on land which is not public highway, and the use of such areas must not interfere with the public highway. If this is not possible, authorisation should be sought from the Highway Authority before construction works commence.

Further information is available via the website

<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047

2. Obstruction of public highway land: It is an offence under section 137 of the Highways Act 1980 for any person, without lawful authority or excuse, in any way to wilfully obstruct the free passage along a highway or public right of way. If this development is likely to result in the public highway or public right of way network becoming routinely blocked (fully or partly) the applicant must contact the Highway Authority to obtain their permission and requirements before construction works commence.

Further information is available via the website

<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> telephoning 0300 1234047.

3. It is an offence under section 148 of the Highways Act 1980 to deposit mud or other debris on the public highway, and section 149 of the same Act gives the Highway Authority powers to remove such material at the expense of the party responsible. Therefore, best practical means shall be taken at all times to ensure that all vehicles leaving the site during construction of the development are in a condition such as not to emit dust or deposit mud, slurry or other debris on the highway. Further information is available via the website <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.

4. The applicant is advised that in order to comply with this permission it will be necessary for the developer of the site to enter into an agreement with Hertfordshire County Council as Highway Authority under Section 278 of the Highways Act 1980 to ensure the satisfactory completion of the access and associated road improvements. The construction of such works must be undertaken to the satisfaction and specification of the Highway Authority, and by a contractor who is authorised to work in the public highway. Before works commence the applicant will need to apply to the Highway Authority to obtain their permission and requirements. Further information is available via the website

<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.

5. The applicant is advised that all new highway routes within the development site are likely to remain unadopted and the developer should put in place a permanent arrangement for long term maintenance. At the entrance of the new estate the road name plate should indicate that it is a private road to inform purchasers of their future maintenance liabilities. Further information is available via the website <https://hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.

6. DRAINAGE INFORMATIVE

In December 2022 it was announced FEH rainfall data has been updated to account for additional long term rainfall statistics and new data. As a consequence, the rainfall statistics used for surface water modelling and drainage design has changed. In some areas there is a reduction in comparison to FEH2013 and some places an increase (see FEH22 - User Guide (hydrosolutions.co.uk)). Any new planning applications that have not already commissioned an FRA or drainage strategy to be completed, should use the most up to date FEH22 data. Other planning applications using FEH2013 rainfall, will be accepted in the transition period up to 1 April 2023. This includes those application that are currently at an advanced stage or have already been submitted to the Local Planning Authority. For the avoidance of doubt the use of FSR and FEH1999 data has been superseded by FEH 2013 and 2022 and therefore, use in rainfall simulations are not accepted.

7. A charging point shall be installed by an appropriately certified electrician/electrical contractor in accordance with the following specification. The necessary certification of electrical installation should be submitted as evidence of appropriate installation to meet the requirements of Part P of the most current Building Regulations.

Cable and circuitry ratings should be of adequate size to ensure a minimum continuous current demand for the vehicle of 16A and a maximum demand of 32A (which is recommended for Eco developments)

- o A separate dedicated circuit protected by an RBCO should be provided from the main distribution board, to a suitably enclosed termination point within a garage or an accessible enclosed termination point for future connection to an external charge point.

- o The electrical circuit shall comply with the Electrical requirements of BS7671: 2008 as well as conform to the IET code of practice on Electric Vehicle Charging Equipment installation 2012 ISBN 978-1-84919-515-7 (PDF). This includes requirements such as ensuring the Charging Equipment integral protective device shall be at least Type A RCD (required to comply with BS EN 61851 Mode 3 charging).

- o If installed in a garage all conductive surfaces should be protected by supplementary protective equipotential bonding. For vehicle connecting points installed such that the vehicle can only be charged within the building, e.g. in a garage with a (non-extended) tethered lead, the PME earth may be used. For external installations the risk

assessment outlined in the IET code of practice must be adopted, and may require additional earth stake or mat for the EV charging circuit. This should be installed as part of the EV ready installation to avoid significant on cost later.

- o A list of authorised installers (for the Government's Electric Vehicle Homecharge Scheme) can be found at <https://www.gov.uk/government/organisations/office-for-low-emission-vehicles>
- o UK Government is intending to issue legislation in 2021 to require domestic EV charge points to be smart, thus we recommend that all charge points will be capable of smart charging, as detailed in UK Gov consultation response.

Signed:



Shaun Greaves
Development and Conservation Manager

Development Management
North Hertfordshire District Council
Council Offices
Gernon Road
Letchworth
Herts
SG6 3JF

Date: XXXXXXXXX

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 £116 per request or £34 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 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.

Appeals can be made online at: <https://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 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.

Consent for these works may be required from the Letchworth Garden City Heritage Foundation (www.leitchworth.com/heritage-foundation) under the Scheme of Management or leasehold covenants. If you do not already have their approval, you are advised to contact the Heritage Foundation on home@leitchworth.com or 01462 476017 to confirm whether you also need to submit an application to them.

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

PART I

OWNER'S COVENANTS TO THE COUNCIL

Affordable Housing

1. The Owner covenants with the Council:
 - 1.1 that the Owner shall ensure that at least 40% of the Dwellings to be built on the Land shall be Affordable Housing Units;
 - 1.2 Unless otherwise agreed in writing by the Council the Owner shall ensure that at least 65% of the Affordable Housing Units are Social Rented Units or Affordable Rented Units and 35% of the Affordable Housing Units are Shared Ownership Units;
 - 1.3 Unless otherwise agreed in writing by the Council to provide the following types of Affordable Housing Units:
 - 1.3.1 as Affordable Rented Units:
 - 6 x one bedroom flats;
 - 4 x two bedroom flats;
 - 8 x two bedroom houses; and
 - 11 x three bedroom houses
 - 1.3.2 as Social Rented Units
 - 2 x four bedroom house
 - 1.3.3 as Shared Ownership Units:
 - 2 x one bedroom flats;
 - 4 x two bedroom houses;
 - 9 x three bedroom houses (including one to M4(3) wheelchair adapted standard; and

2 x four bedroom houses.

- 1.4 the Affordable Housing Units shall be designed and constructed so as to meet the standards contained in Nationally Described Space Standards;
- 1.5 not to Occupy more than 25% of the Open Market Dwellings until 50% of the Affordable Housing Units:
 - 1.5.1 have been constructed to the Council's satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;
 - 1.5.2 those Affordable Housing Units have been transferred to an Affordable Housing Provider; and
 - 1.5.3 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations for Affordable Rented Units and Social Rented Units will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nominations Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) has been submitted to the Council for all those units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Affordable Rented Units and Social Rented Units as referred to in **paragraph 1.16** (or such variation or substitution issued by North Hertfordshire District Council thereafter);
- 1.6 not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Housing Units:
 - 1.6.1 have been constructed to the Council's satisfaction in accordance with the requirements set out in **paragraph 1.4** above, the Planning Permission and to such standard as would enable immediate Occupation by a purchaser, tenant or lessee of the Affordable Housing Units;
 - 1.6.2 all of the Affordable Housing Units have been transferred to an Affordable Housing Provider;

- 1.6.3 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations for Affordable Rented Units and Social Rented Units will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nominations Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) has been submitted to the Council for all those units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Affordable Rented Units and Social Rented Units as referred to in **paragraph 1.16** (or such variation or substitution issued by North Hertfordshire District Council thereafter);
- 1.7 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council:
- 1.7.1 all nominations in respect of the Affordable Rented Units and Social Rented Units will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme;
- 1.7.2 Prior to the Occupation of any Affordable Rented Units Social Rented Units a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) must have been submitted to the Council for all those units;
- 1.7.3 the Council shall have the right to nominate a Qualifying Person to occupy each of the Affordable Rented Units and Social Rented Units as referred to in **paragraph 1.16** (or such variation or substitution issued by North Hertfordshire District Council thereafter);
- 1.8 that the transfers referred to in **paragraphs 1.5.2** and **1.6.2** shall contain the following:
- 1.8.1 the grant by the Owner to the Affordable Housing Provider of all rights of access from the public highway and full and free passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- 1.8.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development;

- 1.8.3 in the case of a lease not being a Shared Ownership Lease or any tenancy of an Affordable Rented Units or Social Rented Units the term shall not be less than 125 years;
- 1.8.4 covenants by the Affordable Housing Provider that:
- 1.8.4.1 subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;
- 1.8.4.2 subject to **paragraph 2** below, the grant of a lease, tenancy or Shared Ownership Lease in any Affordable Housing Unit shall be restricted to a Qualifying Person;
- 1.9 that subject to **paragraph 2** below the grant or assignment of a tenancy, lease or Shared Ownership Lease of any Affordable Housing Unit shall be restricted to a Qualifying Person with a Local Connection to the district of North Hertfordshire;
- 1.10 that subject to **paragraph 2** and with the exception of a Disposal of a Shared Ownership Lease the Owner shall not Dispose of a freehold or leasehold estate in the Affordable Housing Units or the Affordable Housing Land other than to another Affordable Housing Provider which shall observe the covenants contained in this Deed;
- 1.11 that the Owners shall notify the Council immediately in the event of service of any notice under Sections 40 and 41 of the Housing Act 1996 or any notice, order or duration served, made or given under Schedule One Part IV of the Housing Act 1996 (or any implement provisions to any of the above in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactments or modifications thereof);
- 1.12 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than for the provision of Affordable Housing in accordance with the terms of this Deed;
- 1.13 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Rented Units or Social Rented Units to be used or Occupied other than as Affordable Rented Units or Social Rented Units in accordance with the terms of this Deed;

- 1.14 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Shared Ownership Units to be used or Occupied other than as Shared Ownership Units in accordance with the terms of this Deed;
- 1.15 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than by Qualifying Persons and their dependants;
- 1.16 that subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, the Council shall have the right to nominate a Qualifying Person to occupy the Affordable Rented Units and Social Rented Units as follows:
- 1.16.1 the right to nominate Qualifying Persons to occupy all of the Affordable Rented Units and Social Rented Units in respect of the first lettings (by way of lease or otherwise) of all of the Affordable Housing Units; and
- 1.16.2 the right to nominate Qualifying Persons to occupy three out of every four of the Affordable Rented Units and Social rented Units in respect of the second and subsequent lettings of the Affordable Housing Units (by way of lease, assignment or otherwise);
- 1.17 that subject to **paragraph 2** below the Owner shall not Occupy or permit each Shared Ownership Unit to be Occupied unless and until in respect of that Shared Ownership Unit the Affordable Housing Provider referred to in **paragraph 1.8.4.2** above has entered into a Shared Ownership Lease to a Qualifying Person with a Local Connection.
2. The provisions of **paragraphs 1.1, to 1.17 (inclusive) of this Part of Schedule Two** shall not be binding or enforceable against:
- 2.1 any person who shall acquire the freehold or leasehold interest in any Affordable Housing Unit pursuant to any statutory right of acquisition and any successor in title or mortgagee/chargee of that person or their successor in title;
- 2.2 a Chargee or any persons or bodies deriving title from such Chargee PROVIDED THAT:-

- 2.2.1 the Chargee shall first given written notice to the Council of its intention to dispose of the Affordable Housing Units(s) and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 2.2.2 if such disposal under paragraph 2.2.1 above has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the affordable housing obligations in paragraphs 1.1 to 1.17 above which shall determine absolutely
- 2.3 any person who has acquired 100% of the equity in a Shared Ownership Unit ; and/or
- 2.4 the Chargee of any persons referred to in sub-paragraphs 2.1 and 2.3
- 2.5 any successors in title to or any persons deriving title through or with title paramount to any of the persons referred to sub-paragraphs 2.1 to 2.4 (inclusive).

Open Space

- 3 The Owner covenants with the Council:
 - 3.1 to submit the Open Space Scheme and the Open Space Management Scheme to the Council for approval prior to the Commencement of the Development;
 - 3.2 not to Commence Development until it has submitted to and obtained the Council's approval of the Open Space Scheme and the Open Space Management Scheme;
 - 3.3 from the Commencement of the Development to lay out the Open Space in accordance with the Open Space Scheme (as approved by the Council)

and fully implement and comply with the Open Space Scheme (as approved by the Council);

- 3.4 not to cause or permit the Occupation of more than 80% of the Dwellings until the Open Space has been laid out fully in accordance with the Open Space Scheme (as approved by the Council) to the Council's satisfaction and the Council has issued a Certificate of Completion in respect of the Open Space;
- 3.5 prior to Occupation of 80% of the Dwellings to transfer the Open Space to the Management Body in accordance with the requirements of the Open Space Management Scheme
- 3.6 not to cause or permit the Occupation of more than 80% of the Dwellings until the Open Space Land has been transferred to the Management Body in accordance with the requirements of the Open Space Management Scheme approved by the Council and thereafter to manage and maintain the Open Space in accordance with the Open Space Management Scheme approved by the Council;
- 3.7 from the issue of the Certificate of Completion by the Council to maintain the Open Space Land to the standard required by the Open Space Scheme (as approved by the Council) in perpetuity and retain the Open Space Land at all times as public open space available for use by and for the enjoyment of the public in perpetuity;

Allotment Improvements

- 4 The Owner covenants with the Council:
 - 4.1 to submit the Allotment Improvement Scheme to the Council for approval prior to the Commencement of the Development
 - 4.2 not to Commence Development until it has submitted to and obtained the Council's written approval of the Allotment Improvement Scheme;
 - 4.3 to fully implement the Allotment Improvement Scheme in accordance with the timetable set out therein.

PART II

OWNER'S COVENANTS TO THE COUNTY COUNCIL

Contributions to the County Council

1. The Owner covenants with the County Council:
 - 1.1 to provide the County Council with the Footpath Improvement Costs and the Flint Road and Blackhorse Road Improvement Costs for approval prior to the Commencement of Development
 - 1.2 not to Commence Development until the Footpath Improvement Costs and the Flint Road and Blackhorse Road Improvement Costs have been approved in writing by the County Council such approval not to be unreasonably withheld or delayed
 - 1.4 to pay the County Council Contributions to the County Council prior to the Commencement of the Development; and
 - 1.5 not to cause or permit the Commencement of the Development until it has paid the County Council Contributions to the County Council in accordance with **paragraph 1.4** above.
 - 1.6 To pay the Monitoring Contribution to the County Council prior to Commencement as a contribution towards the costs of monitoring and administering any obligations required pursuant to the Planning Permission
 - 1.7 Not to Commence nor cause nor permit Commencement until the Monitoring Contribution has been paid to the County Council in accordance with **paragraph 1.6** above

Footpath Improvement Works

- 2 The Owner covenants with the County Council:
 - 2.1 to submit the Footpath Improvement Scheme to the County Council for approval prior to Commencement of the Development

- 2.2 not to Commence Development until it has submitted to and obtained the Council's written approval of the Footpath Improvement Scheme
- 2.3 to enter into a Highways Agreement with the County Council in respect of the Footpath Improvement Works
- 2.4 to Complete the Footpath Improvement Works prior to the Occupation of no more than 25% of the Dwellings
- 2.5 not to Occupy or permit the Occupation of more than 25% of the Dwellings in the Development prior to Completion of the Footpath Improvement Works

Flint Road and Blackhorse Road Improvement Works

- 3 The Owner covenants with the County Council:
 - 3.1 to submit the Flint Road and Blackhorse Road Improvement Works to the County Council for approval prior to Commencement of the Development
 - 3.2 not to Commence Development until it has submitted to and obtained the County Council's written approval of the Flint Road and Blackhorse Road Improvement Works
 - 3.3 to enter into a Highways Agreement with the County Council in respect of the Flint Road and Blackhorse Road Improvement Works
 - 3.4 to Complete the Flint Road and Blackhorse Road Improvement Works prior to the Occupation of no more than 25% of the Dwellings
 - 3.5 not to Occupy or permit the Occupation of more than 25% of the Dwellings in the Development prior to Completion of the Flint Road and Blackhorse Road Improvement Works

Travel Plan

- 4 The Owner covenants with the County Council:

4.1 Three months prior to Occupation of the Development:

- (a) submit a draft Travel Plan for written approval to the County Council and obtain such approval
- (b) nominate a Travel Plan Coordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator and the nature of their relationship to the Owner

4.2 Not Occupy nor cause nor permit Occupation of the Development until the Travel Plan has been submitted to and approved by the County Council

4.3 Carry out baseline surveys and submit an updated Travel Plan to the County Council to be approved, including amended targets where relevant, within 3 months of the Development being Occupied

4.4 At all times following Occupation of the Development:

- (a) comply with the terms of the Travel Plan including but not limited to implementing any actions by the specified dates in the Travel Plan
- (b) promote and publicise the agreed Travel Plan to owners occupiers and visitors to the Development
- (c) implement the Travel Plan by the dates or within the time limits as set out in the Travel Plan
- (d) carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of 5 years commencing one year after the Travel Plan Baseline Survey Collection Date and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved
- (e) comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report

submitted in sub-paragraph (d) above and notified in writing to the Owners within three (3) calendar months from the date of receipt of such report

4.5 Travel Plan Remedial Notice

- (a) If a Travel Plan Remedial Measures Notice is served upon the Owner by the County Council the Owner shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance with the timescales set out within it;
- (b) If in the reasonable opinion of the County Council the Owner has failed to comply with the Travel Plan Remedial Measures Notice within the timescales specified therein Owner acknowledges that they will be in breach of this Agreement and that the County Council may take such further action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner

SCHEDULE THREE

COUNCIL'S COVENANTS

- 1 The Council covenants with the Owner to pay all sums received by it into an interest-bearing account with the Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the Council towards the provision of the relevant facilities as specified in the definition of each such contribution.
- 2 If any part of the sums paid to the Council has not been expended or committed to be spent by the Council within five years of the date of receipt by the Council, the Council shall repay any such unexpended sum with any interest accrued thereon to the party who made that payment.
- 3 The Council covenants with the Owner to grant the Planning Permission within five Working Days of the date of this Deed
- 4 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 fully performed.

SCHEDULE FOUR

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owner that it will apply the County Council's Contributions towards the provision of the relevant facilities as specified in the definition of each such contribution.
2. If any part of the County Council's Contribution paid to the County Council has not been expended or committed to be spent by the County Council within ten years ~~X~~ after notification by the Owner of ^{Completion} ~~completion~~ of the Development then the County Council shall repay any such unexpended sum to the party who made that payment provided that such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum shall be released free of any liability and obligation to the County Council.
3. At the written request of the Owner (limited to three written requests per year) the County 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 FIVE

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

.....

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

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

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) Director of Law and Governance
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref : 19500)

- b) The Development and Conservation Manager North Hertfordshire District Council
Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF
(21/00504/OP)

SCHEDULE SIX

Table 1 - Obligations Table

Service	Type	Tenure	Bedrooms			
			1	2	3	≥ 4
Library Services	Flat	Affordable Rent and/or Social Rent**	£110	£198	£257	£274
Library Services	Flat	Open Market and/or Shared Ownership*	£126	£167	£221	£301
Library Services	House	Affordable Rent and/or Social Rent**	£118	£204	£268	£362
Library Services	House	Open Market and/or Shared Ownership*	£141	£173	£229	£284
SEND Primary Education	Flat	NA	£194	£194	£194	£194
SEND Primary Education	House	NA	£654	£654	£654	£654
SEND Secondary Education	Flat	NA	£66	£66	£66	£66
SEND Secondary Education	House	NA	£752	£752	£752	£752
Waste Collection and Recycling Centre	Flat	Affordable Rent and/or Social Rent**	£88	£157	£205	£218
Waste Collection and Recycling Centre	Flat	Open Market and/or Shared Ownership*	£101	£133	£176	£239
Waste Collection and Recycling Centre	House	Affordable Rent and/or Social Rent**	£94	£162	£214	£288
Waste Collection and Recycling Centre	House	Open Market and/or Shared Ownership*	£112	£138	£183	£226
Youth Services	Flat	Affordable Rent and/or Social Rent**	£29	£167	£499	£592
Youth Services	Flat	Open Market and/or Shared Ownership*	£23	£70	£213	£317
Youth Services	House	Affordable Rent and/or Social Rent**	£28	£249	£586	£1,015
Youth Services	House	Open Market and/or Shared Ownership*	£52	£81	£259	£488

The tenure terms set out in the tables reflect the terminology used with the submitted Application. Should alternative definitions/types of tenure of units be applicable in the future (e.g. at such time that Reserved Matters applications are submitted and/or as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:

* Tenure characteristics similar to open market dwellings and dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)

** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)Figures are subject to indexation and will be indexed using the BCIS Index from 1Q2022.

Schedule 7 – Confirmatory Deed

DATED _____ **2024**

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

[]

and

HERTFORDSHIRE COUNTY COUNCIL

and

LETCWORTH GARDEN CITY HERITAGE FOUNDATION

CONFIRMATORY DEED

Under Section 106 of the Town & Country Planning Act 1990
Land To The East Of Talbot Way, Kristiansand Way and Flint Road Allotments
Letchworth Garden City Hertfordshire

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 21/00504/OP/LL14623)

For the purposes of this Agreement the following expressions shall have the following meanings and otherwise all terms shall have the meanings as defined in clause 1 of the Original Agreement:

Original Agreement means the Agreement entered into pursuant to s.106 of the Act between (1) the Owner, (2) the Council and (3) the County Council dated [] a copy of which is appended hereto

1. The rules of construction set out in clause 1 to the Original Agreement shall also apply to the construction of this Deed.

Legal Basis

- 1.1 This Deed is made pursuant to Section 106 of the Act to the intent that it shall bind the Owners and [] and their successors in title to each and every part of the Land
- 1.2 The covenants contained in this Deed are planning obligations for the purposes of Section 106 of the Act which are enforceable by the Council and/or the County Council (as appropriate).

The Owner's and [] Acknowledgment and Covenants

- 1.3 Subject to clause 19.2 of the Original Agreement the Owner and [] covenant to comply with the obligations contained in the Original Agreement in respect of the Development

Continuance

- 1.4 The Original Agreement shall continue in full force and effect in relation to the Land PROVIDED THAT for the avoidance of doubt this Deed shall not impose any requirement to repeat the carrying out of any obligations contained in the Original Agreement which have already been complied with.

Miscellaneous

- 1.5 This Deed shall be registrable as a local land charge following completion by the Council as local planning authority
- 1.6 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 Owner or is otherwise withdrawn;
- 1.7 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 or part of the Land to which the breach relates 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.
- 1.8 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 the County Council or the Secretary of State or any other competent authority.
- 1.9 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.

1.10 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of the 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.

1.11 Subject to clause 19.2 of the Original Agreement the Owner and [] enter into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner and [] but also against the successors in title of the Owner and [] and any person claiming through or under the Owner or [] or an interest or estate in the Land or any part thereof PROVIDED THAT

1.11.1 a Affordable Housing Provider and the owners and/or occupiers of Affordable Housing Units shall only be liable in respect of the obligations and restrictions contained in Part I of Schedule Two and shall otherwise have no liability pursuant to this Deed;

1.11.2 The provisions contained in this Deed shall not be binding against any individual owner or occupier of a Dwelling or any mortgagee of any individual owner or occupier of a Dwelling comprised within the Development once the obligations have been complied with by the Owner or []; and,

1.11.3 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 Owner 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

1.12 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

1.13 Jurisdiction

1.14 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof the Owner and [] have executed this Deed on the day and year first before written

EXECUTED (but not delivered)
Until the date first before written)
as a DEED by affixing the Seal of)
LETCHWORTH GARDEN)

CITY HERITAGE FOUNDATION

Hereunto in the presence of:

)
[Redacted Signature]

Trustee

[Redacted Signature]

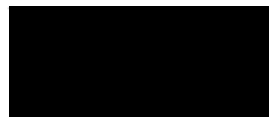
Trustee/ Secretary

[OTHER EXECUTION BLOCKS]

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 under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:



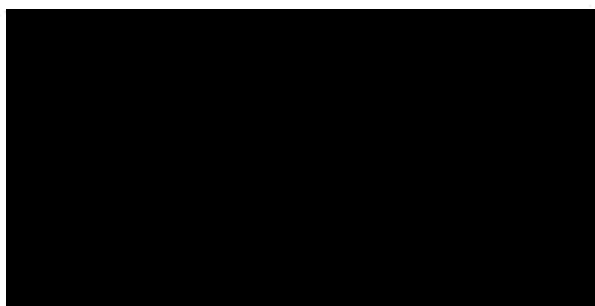
Jaspreet Lyall
Principal Lawyer



Director of Law and Governance

EXECUTED under the Common Seal of
LETCWORH GARDEN CITY HERITAGE
FOUNDATION

in the presence of:



John Hillson
Trustee



Graham Fisher
Secretary

Duly Authorised Officer