

Dated

2026

NORTH HERTFORDSHIRE DISTRICT COUNCIL

-and-

HERTFORDSHIRE COUNTY COUNCIL

-and-

HILL RESIDENTIAL LIMITED

**DEED OF VARIATION OF PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land at Ickleford Mill, Ickleford, Hitchin, SG5 3UN

THIS DEED is dated

2026

PARTIES:

- (1) NORTH HERTFORDSHIRE DISTRICT COUNCIL whose registered office is at Council Offices, Gernon Road, Letchworth, Garden City, Hertfordshire, SG6 3JF (referred to as “the Council”)
- (2) HERTFORDSHIRE COUNTY COUNCIL whose registered office is at County Hall, Pegs Lane, Hertford, SG13 8DQ (referred to as “the County Council”)
- (3) HILL RESIDENTIAL LIMITED (Co. Regn. No. 04251718) whose registered office is at The Power House, Gunpowder Mill, Powdermill Lane, Waltham Abbey, EN9 1BN (referred to as “the Owner”)

together referred to as ‘the Parties’

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Land is situated.
- (B) The County Council is a local planning authority and is also the education authority, the library authority, the social services authority, the waste disposal authority and the highways authority for Hertfordshire.
- (C) The Owner is the freehold owner of the Land.
- (D) At the date of the Original Agreement, the Land was registered at HM Land Registry under title number HD450812.
- (E) By a transfer of part dated 3 September 2025, the Land was transferred out of title number HD450812 and is now registered at HM Land Registry under title number HD636693.
- (F) The Parties have agreed to enter into this Deed of Variation to make amendments to the affordable housing and development obligations contained in the Original Agreement.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Original Agreement An agreement dated 23rd February 2024 made under Section 106 of the Act between the Council (1) the County Council (2) and Logie Property Co. Limited (3) containing planning obligations enforceable on the Land by the Council relating to planning permission numbered 17/01955/1.

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County Council.
- 2.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.

3. VARIATION

- 3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in the Schedule to this Deed.
- 3.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Land as varied by this Deed.

4. OTHER PROVISIONS

- 4.1 On completion the Owner will pay the Council and the County Council's reasonable legal costs in connection with this Deed.
- 4.2 The Owner confirms that it has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the

Land.

SCHEDULE 1

The Parties agree to vary the Original Agreement as follows:

1. For the avoidance of doubt, references to “the Owner” in the Original Agreement shall, with effect from the date of this Deed, be read as references to Hill Residential Limited.
2. A new paragraph 9.3 shall be inserted into paragraph 9 of the Original Agreement as follows:

9.3 Any planning permission granted pursuant to section 73 of the Act in connection with the Development shall be bound by the obligations contained in this Agreement, as varied, unless expressly agreed otherwise in writing by the Council.
3. The definition of “Affordable Housing Provider” in the Original Agreement shall be amended by inserting the words “(such approval not to be unreasonably withheld or delayed)” immediately after the words “...approved in writing by the Council”.
4. Paragraph 1.3 of Part 1 of Schedule 2 shall be deleted and replaced with the following:

1.3 The Affordable Housing Units shall be provided in accordance with the Affordable Accommodation Schedule approved pursuant to the Reserved Matters permission, comprising:

13 x Affordable Rented Units

1 x Social Rented Unit

8 x Shared Ownership Units

Unless otherwise agreed in writing between the Council and the Owner (both parties acting reasonably).
5. Paragraphs 1.5.3, 1.6.3 and 1.16 of Part 1 of Schedule 2 shall be construed and operate so that nomination rights apply only to Affordable Rented Units and Social Rented Units and nomination rights shall not apply to Shared Ownership Units or other Intermediate Housing.
6. Paragraph 1.5.3 of Part 1 of Schedule 2 shall be varied by the insertion of the words: “or as agreed between the Affordable Housing Provider and North Hertfordshire District Council” immediately before the closing parenthesis in the words: “(or such variation or substitution issued by North Hertfordshire District Council thereafter)”.
7. Paragraph 1.6.3 of Part 1 of Schedule 2 shall be varied by the insertion of the words: “or as agreed between the Affordable Housing Provider and North

Hertfordshire District Council” immediately before the closing parenthesis in the words: “(or such variation or substitution issued by North Hertfordshire District Council thereafter)”.

8. Paragraph 1.17 of Part 1 of Schedule 2 shall be deleted in its entirety.
9. Paragraph 1.16 shall be amended by deleting references to “Intermediate Dwellings”.
10. Without prejudice to (and subject to) paragraphs 1.5.3, 1.6.3 and 1.16 of Part 1 of Schedule 2 of the Original Agreement, where the Council fails to nominate a Qualifying Person within the timeframes set out in the applicable nominations agreement following a valid nomination request, the Affordable Housing Provider may proceed to let or dispose of the relevant Affordable Housing Unit in accordance with that agreement.
11. A new paragraph 1.10A shall be inserted into Part 1 of Schedule 2 of the Original Agreement as follows:
 - 1.10A For the avoidance of doubt, the creation or grant of any legal mortgage or charge over an Affordable Housing Unit or the Affordable Housing Land in favour of a mortgagee or charge shall not constitute a Disposal for the purposes of this Part 1 of Schedule 2 and shall not require the consent of the Council.
12. A new paragraph 1.10B shall be inserted into Part 1 of Schedule 2 of the Original Agreement as follows:
 - 1.10B It is acknowledged and declared that this Deed has been entered into by the Owner with the intent that the planning obligations shall be binding on the Land and that the security of any mortgage or charge over the Land shall take effect subject to this Deed, PROVIDED THAT any mortgagee or chargee shall only be liable for any breach that it has itself caused whilst mortgagee in possession and shall not be liable for any pre-existing breach.
13. Paragraph 2 of Part 1 of Schedule 2 is deleted and replaced with the following:
 2. The provisions in this Part 1 of Schedule 2 shall not be binding on 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 or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
 - such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months

from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered 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

- if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in Part 1 of Schedule 2 of this Agreement which provisions shall determine absolutely.

14. New paragraphs 1.4A-1.4D shall be inserted as follows:

- 1.4A The Local Market Rent applicable to any Affordable Rented Unit shall be determined by reference to independent rental evidence reasonably selected by the Affordable Housing Provider (including, without limitation, data published by the Valuation Office Agency, a Royal Institution of Chartered Surveyors registered valuer or a recognised property market data provider).
- 1.4B The Affordable Housing Provider shall submit the proposed Local Market Rent and the supporting evidence to the Council not less than (20) Working Days prior to the intended date of first letting of the relevant Affordable Rented Unit.
- 1.4C If the Council does not notify the Affordable Housing Provider in writing within (10) Working Days of receipt of that information that it reasonably disputes the proposed Local Market Rent, the proposed Local Market Rent shall be deemed approved.
- 1.4D In the event of a dispute, the Local Market Rent shall be determined by an independent chartered surveyor with at least ten years' post-qualification experience in residential lettings, acting as an expert and not as an arbitrator, to be jointly appointed by the Council and the Affordable Housing Provider (or, failing agreement, by the President for the time being of the Royal Institution of Chartered Surveyors).

12. Paragraphs 1.1 and 1.2 of Part 5 of Schedule 2 shall be deleted and replaced with the following:

- 1.1 to submit the Open Space Scheme and the Open Space Management Scheme to the Council for approval prior to the first Occupation of any Dwelling, such approval not to be unreasonably withheld or delayed;
- 1.2 not to Occupy any Dwelling until the Open Space Scheme and the Open Space Management Scheme have been approved in writing by the Council.

13. Paragraphs 1.1 and 1.2 of Part 6 of Schedule 2 shall be deleted and replaced with the following:

1.1 to submit the SuDS Scheme and the SuDS Management Scheme to the Council for approval prior to the first Occupation of any Dwelling, such approval not to be unreasonably withheld or delayed;

1.2 not to Occupy any Dwelling until the SuDS Scheme and the SuDS Management Scheme have been approved in writing by the Council.

14. For the purposes of triggering any financial contribution under Schedule 2 Parts 2, 3 and 4 and Schedule 3, parts 1-10 demolition shall not constitute Commencement of Development.

15. For the purposes of calculating financial contributions, references to “the Development” shall mean the development as approved and as varied by any section 73 approval and Reserved Matters comprising 55 dwellings, and not the earlier outline permission for 71 dwellings under reference 17/01955/1.

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

THE COMMON SEAL OF)
NORTH HERTFORDSHIRE)
DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

THE COMMON SEAL OF)
HERTFORDSHIRE COUNTY)
COUNCIL)
was affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED BY)
HILL RESIDENTIAL LIMITED)
acting by a director in the)
presence of:)

) Director

Witness signature

Name

Address