

DATED 16 JUNE **2022**

BY:

(1) RAVENSCOURT INVESTMENTS LIMITED

**IN FAVOUR OF NORTH HERTFORDSHIRE
DISTRICT COUNCIL**

UNILATERAL UNDERTAKING

Under Section 106 of the Town & Country Planning Act 1990
Land at 1a High Street, Graveley, Hitchin SG4 7LE

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 21/02624/FP/LL14535)

1

THIS UNILATERAL UNDERTAKING is made as a deed on the 16th day
of JUNE 2022

BY:

- 1 **RAVENSCOURT INVESTMENTS LIMITED** (incorporated in Guernsey Co. Regn. No.1-37762) whose registered office is situate at Old Mill House Old Mill Road St Martin GUERNSEY GY4 6DB and for correspondence only Hawkeye House, Quarry Wood Road, Marlow, Bucks, SL7 1RE("the Owner")

IN FAVOUR OF

- 2 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ("the Council")

RECITALS

- A The Council is the local planning authorities for the Land for the purposes of the Act.
- B The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Number HD418403 free from encumbrances that would prevent the Owner from entering into this Deed.
- C On 7 September 2021 the Owner submitted the Application to the Council for Planning Permission for the Development.
- D 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 and which is listed in the North Hertfordshire District Council Housing Association Partnership Deed or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing and receiving grant from Homes England;

"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 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 full planning permission for the Development submitted to the Council by or on behalf of the Owner allocated reference number 21/02624/FP

"Chargee"

means any mortgagee or chargee of the Owner or Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"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

"Development"

means the development of the Site for the erection of 9 Affordable Housing Units (2 x 1 bed, 5 x 2-bed, 1x3-bed and 1 x 4-bed) including alterations to existing

vehicular access, creation of an additional vehicular access off The High Street and all associated works authorised by the Planning Permission pursuant to the Application;

"Dwellings"

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

"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;

"Land"

the land known as 1a High Street, Graveley, Hitchin SG4 7LE which for identification purposes only is shown edged red on the Plan;

"Local Connection"

means that the Qualifying Person has one of the following connections to the relevant area:

- (i) has lived for 6 out of the last 12 months or for 3 of the last 5 years in the relevant area;
- (ii) is currently employed and has been continuously employed for a minimum of 12 months in the relevant area; or
- (iii) has an immediate adult relative (including a parent, sibling, or adult child) who is currently a resident in the area and has been a resident in the area for the past 5 years;

"NPPF"

means the National Planning Policy Framework issued by the Department for Communities and Local Government dated July 2021 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;

"Plan"

means the plan attached to this Deed

"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:

- (i) in the case of a Social/ 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 is approved by the relevant Help to Buy Agency appointed by Homes England for the area in which the Shared Ownership Unit is located and the term "Qualifying Persons" shall be construed accordingly;

"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

"Shared Ownership Lease"

means a lease in the form of the Homes England's model shared ownership lease and on terms of 990 year lease with shared owners able to claim up to £500 per year for the first ten years to cover repairs and maintenance costs that permit part purchase of the open market value of the equity in a unit in multiples of 1%, with a minimum of 10% up to a maximum of 75% being purchased initially with subsequent purchases up to a maximum of 80% together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by the 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"

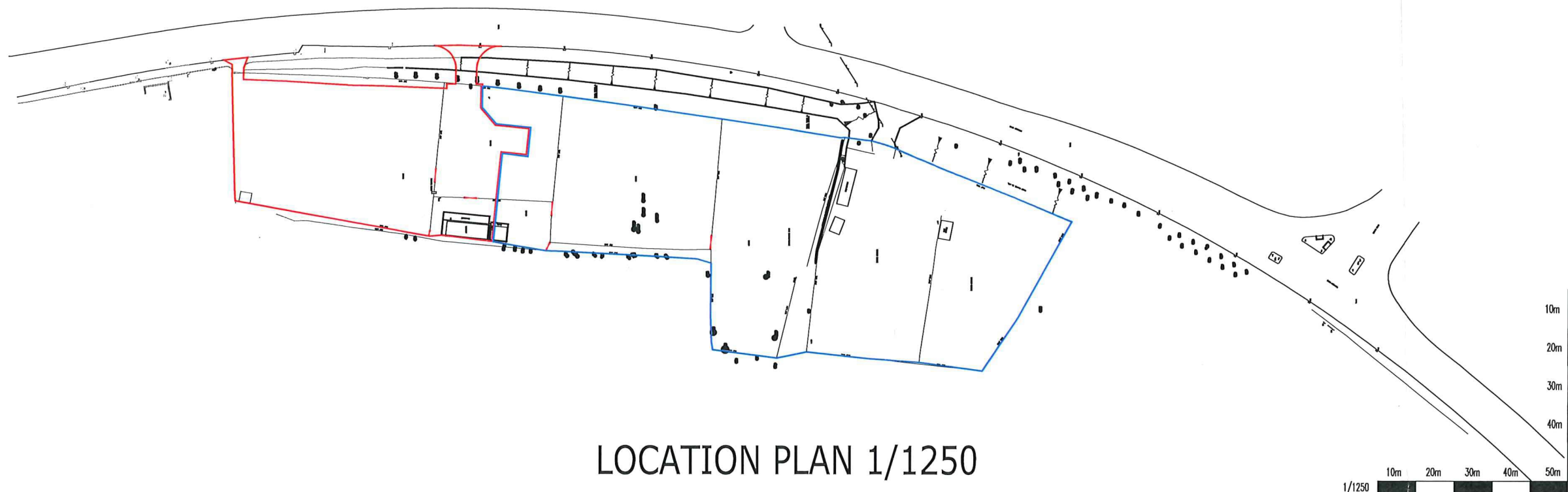
means a unit of Affordable Housing which is owned by local authorities or private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline Target Rents are determined through the national rent regime (such unit may also be owned by other persons and 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; and

"Working Day"

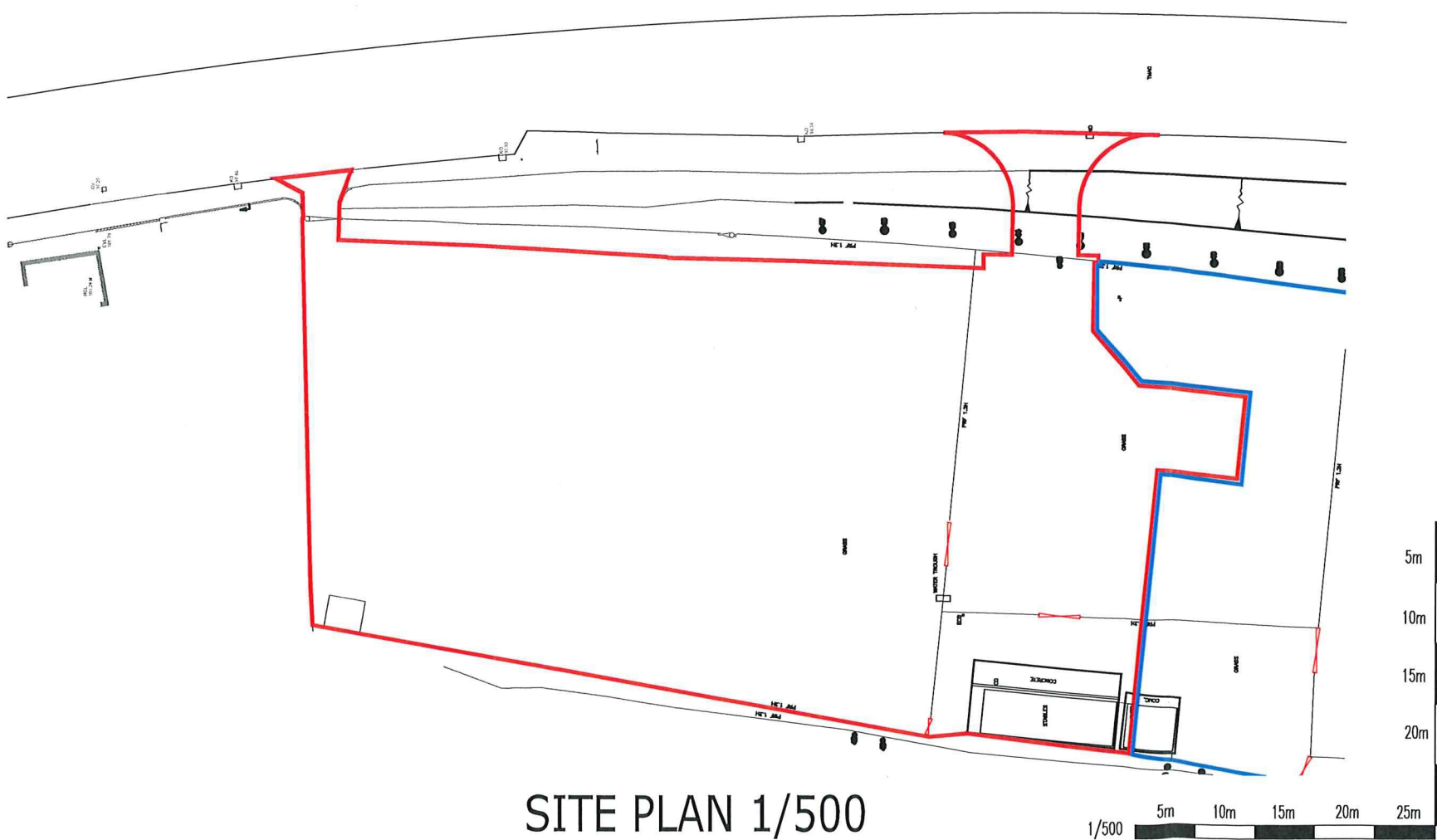
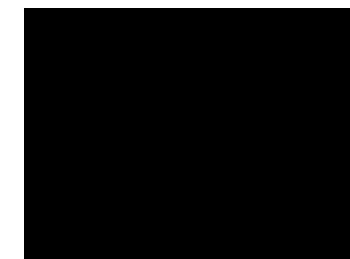
means any day other than a Saturday or a Sunday or a Public Holiday.

2. Where the context provides:
 - 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
 - 2.2 references to any Party means a party to this Deed and in the case of the 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 shall include successors to its functions;

Wastell & Porter



LOCATION PLAN 1/1250



SITE PLAN 1/500

JOB No.	2224
DWRG No.	PL102 B
SCALE	1/500-1/250 @A3
DATE	AUG 2021
DRAWN	JP

NEW DEVELOPMENT AT
HIGH STREET
GRAVELEY

EXISTING SITE &
LOCATION PLAN

**Wastell & Porter
Architects Limited**

BANCROFT HOUSE
34 BANCROFT
HITCHIN
HERTFORDSHIRE
SG5 1LA

Email: contact@wastellporter.co.uk
Tel: 01462 422440
Fax: 01462 420403

- 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 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, 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 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 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 or any mortgagee of any individual owner or occupier of a Dwelling comprised within the Development; 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

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

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

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

7. **WAIVER**

No waiver whether expressed or implied by the 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 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.

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 PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Land in any transfer of the Land will constitute an interest for the purposes of this clause.

10. **PLANNING PERMISSION**

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

12. **COSTS**

- 12.1 The Owner shall pay the 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 prior written notice of:

15.1 the Commencement of the Development;

15.2 the Occupation of the 1st Dwelling;

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.]

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 Three and shall contain the Application reference number 21/02624/FP and reference to the date of this Deed and shall be sufficiently given if sent by first class post or facsimile to the following persons

The Council Planning Control and Conservation Manager North
 Hertfordshire District Council Council Offices Gernon Road
 Letchworth Garden City Hertfordshire SG6 3JF (21/02624/FP)

The Owner at 43 Ravenscourt Gardens, London W6 0TU

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 shall 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 shall be referred to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed;

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

18 **MISCELLANEOUS**

18.1 Without prejudice to the Council's statutory rights the Owner hereby grants to the Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Land to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council 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 Owners 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 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 **JURISDICTION**

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

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

20 **EXECUTION**

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

SCHEDULE ONE

PLANNING PERMISSION



www.north-herts.gov.uk

NORTH HERTFORDSHIRE DISTRICT COUNCIL

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

DRAFT DECISION NOTICE

Correspondence Address:

Barker Parry Town Planning
33 Bancroft
Hitchin
SG5 1LA
United Kingdom

Applicant:

Kenya c/o agent

PARTICULARS OF DEVELOPMENT

Application: 21/02624/FP

Proposal: Erection of 9 affordable homes (2 x 1-bed, 5 x 2-bed, 1 x 3-bed and 1 x 4-bed) including alterations to existing vehicular access, creation of an additional vehicular access off The High Street and all associated works.

Location: Land North Of The Depot, 1A High Street, Graveley, Hertfordshire,

Plan Nos: 2224 - PL100 D 2224 - PL101 A 2224 - PL102 B 2224 - PL103 A 2224 - PL104 B 2224 - PL105 B 2224 - PL106 A 2224 - PL107 2224 - PL108 A 2224 - PL109 A 21501 - S1 21501 - S2

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 7 September 2021, subject to the following condition(s):

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

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

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

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

3. Details and/or samples of materials to be used on all external elevations and the roofs of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority before any above ground works are undertaken and the approved details shall be implemented on site.

Reason: To ensure that the development will have an acceptable appearance which does not detract from the appearance and character of the surrounding area.

4. A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to the occupation of any of the dwellings hereby permitted. The content of the LEMP shall deliver a net gain of 0.83 habitat units from a combination of onsite and offsite measures (as detailed in the approved ecological report and biodiversity metric) to achieve a measurable net gain to biodiversity and include the following.

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate creation and management options for achieving the required number of ecological units as detailed in approved metric (including species mixes).
- e) Prescriptions for management actions which must correspond with and directly reference the habitat and condition scores in the approved metric.
- f) Preparation of a 5 year work schedule (including an annual work plan) capable of being rolled forward in perpetuity i.e. 30 years, with habitats clearly marked on plans.
- g) Ongoing monitoring and reporting schedule, with assessment and triggers for remedial measures.
- h) Required actions should habitat areas fail to reach stated condition in the approved metric.
- i) Details of the body or organisation responsible for implementation of the plan.
- j) Details of 9 integrated swift and 9 integrated bat boxes, make, model and location.

The LEMP 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 LEMP 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 LEMP will be implemented in accordance with the approved details with any planting carried out before the end of the first planting season following either the first occupation of any of the dwellings or the completion of the development, whichever is the sooner.

Reason: In the interests of biodiversity and ecology and in accordance with The Environmental Act 2021.

5. No dwelling shall be occupied until landscape details have been submitted to and approved in writing by the Local Planning Authority. The landscape scheme shall include the following :

- a) which, if any, of the existing vegetation is to be removed and which is to be retained
- b) what new trees, shrubs, hedges and grassed areas are to be planted, together with the species proposed and the size and density of planting
- c) the location and type of any new walls, fences or other means of enclosure and any hardscaping proposed
- d) details of any earthworks proposed

Reason: To ensure a satisfactory standard of development.

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

Reason: To safeguard and enhance the appearance of the completed development and the visual amenity of the locality.

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

Reason: Given the nature of this development, the Local Planning Authority considers that development which would normally be "permitted development" should be retained within planning control in the interests of the character and amenities of the area.

8. Prior to occupation, each dwelling shall incorporate one Electric Vehicle (EV) ready domestic charging point and it shall thereafter be retained.

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.

9. No demolition or development shall take place within the site to which this permission relates until the applicant, landowner, or their successors in title, or their agents have secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the local planning authority. The requirements of this condition will only be considered to be discharged when the reports relating to the agreed archaeological work have been deposited with and approved in writing by the local planning authority.

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 permitted.

10. Prior to the commencement of the construction of any of the dwellings hereby permitted, the main vehicular access shall be provided 5.5 metre wide complete with 8 m radius kerbs and thereafter retained at the position shown on the approved "in principle plan" drawing number PL 1001 revision D, the footway leading from the development shall also extend to the south side of the new access for a minimum distance of 10 metres and shall include for pedestrian dropped kerbs, tactile paving and corresponding dropped kerbs and tactile paving to the opposite side of the High Street. These works shall be constructed to the specification of the Highway Authority and Local Planning Authority's satisfaction and shall be secured and undertaken as part of the s278 works. Arrangement shall be made for surface water drainage to be intercepted and disposed of separately so that it does not discharge from or onto the highway carriageway.

Reason: To ensure satisfactory access into the site and avoid carriage of extraneous material or surface water from or onto the highway in accordance with Policy 5 of Hertfordshire's Local Transport Plan

11. Before the access is first brought into use vehicle to vehicle visibility splays of 2.4 metres by 60 metres in a northern direction and 2.4 metres by 59 metres in a southerly direction, shall be provided and permanently maintained. Within which there shall be no obstruction to visibility between 600 mm and 2.0 metres above the carriageway level. These measurements shall be taken from the intersection of the centre line of the permitted access with the edge of the carriageway of the highway respectively into the application site and from the intersection point along the edge of the carriageway.

Reason: To ensure construction of a satisfactory development and in the interests of highway safety in accordance with Policy 5 of Hertfordshire's Local Transport Plan 4. To provide adequate visibility for drivers entering and leaving the site

12. The development shall not be brought into use until a properly consolidated and surfaced turning space for vehicles has been provided as identified on approved plan drawing number PL 1001 revision D. The turning space should be free from obstruction and available for use at all times.

Reason: To ensure construction of a satisfactory development and in the interests of highway safety in accordance with Policy 5 of Hertfordshire's Local Transport Plan 4

13. The access shall be constructed in a hard surfacing material for the first 12.0 metres from the edge of the carriageway.

Reason: To ensure construction of a satisfactory development, to prevent loose material from passing onto the public highway in the interests of highway safety in accordance with Policy 5 of Hertfordshire's Local Transport Plan 4.

14. The gradient of the access shall not be steeper than 1 in 20 for the first 12 metres from the edge of the carriageway.

Reason: To ensure construction of a satisfactory access and in the interests of highway safety and amenity in accordance with Policy 5 of Hertfordshire's Local Transport Plan 4.

15. Prior to the commencement of approved development, a Construction Traffic Management Plan shall be submitted and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Thereafter, the construction of the development shall only be carried out in accordance with the approved Plan. The Construction Traffic Management Plan shall include construction vehicle numbers/routing such as prohibition of construction traffic being routed through any of the country lanes in the area and shall be carried out as approved.

Reason: In order to protect highway safety and the amenity of other users of the public highway and rights of way in accordance with Policies 5, 12, 17 and 22 of Hertfordshire's Local Transport Plan

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. Construction standards for works within the highway: 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 <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/development-management/highways-development-management.aspx> or by telephoning 0300 1234047.
2. During the construction phase the guidance in BS5228-1:2009 (Code of Practice for noise Control on construction and open sites) should be adhered to.

During the change of use phase no activities should take place outside the following hours: Monday to Friday 08:00-18:00hrs; Saturdays 08:00-13:00hrs and Sundays and Bank Holidays: no work at any time.
3. The use of block paving in areas of the site which will be accessed by heavy vehicles such as refuse trucks, it likely to cause damage over time which the District Council will not be liable for. It is recommended that as part of the landscaping condition, that details of a suitable surface material such as tarmac or other similar material be laid.

Signed:



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

Development & Conservation Manager

Date: xxxxxxxx

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.

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, BYE-LAW, ORDER OR REGULATION OTHER THAN SECTION 57 OF THE TOWN AND COUNTRY PLANNING ACT 1990.

SCHEDULE TWO
OWNER'S COVENANTS TO THE COUNCIL

Affordable Housing

1. The Owner covenants with the Council:
 - 1.1 that the Owner shall ensure that all of the Dwellings to be built on the Land shall be Affordable Housing Units;
 - 1.2 that the Owner shall ensure that at least 65% of the Affordable Housing Units are Social/
Affordable Rented Units and 35% of the Affordable Housing Units are Shared Ownership Units;
 - 1.3 to provide the following types of Affordable Housing Units:
 - 1.3.1 as Affordable Rented Units:

2 x one bedroom bungalow M4(3) standard; and

3 x two bedroom houses
 - 1.3.2 as Social Rented Units:

1 x four bedroom house
 - 1.3.3 as Shared Ownership Units:

2 x two bedroom houses; and

1 x three bedroom house
 - 1.4 the Affordable Housing Units shall be designed and constructed so as to meet the standards contained in Nationally described Space Standards (or such other successor body's standards);
 - 1.5 not to permit the Occupation of each of the Affordable Housing Units until:
 - 1.5.1 said Affordable Housing Unit has 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 said Affordable Housing Unit has 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 will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex A of the 2019-2024 Housing Association Nominations Agreement) has been submitted to the Council for all Social/ Affordable Rented Units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Social/ Affordable Rented Units as referred to in **paragraph 1.15** (or such variation or substitution issued by North Hertfordshire District Council thereafter);
- 1.6 that the transfer referred to in **paragraph 1.5.2** shall contain the following:
 - 1.6.1 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;
 - 1.6.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development;
 - 1.6.3 in the case of a lease (not being a Shared Ownership Lease or any tenancy of a Social/ Affordable Rented Unit) the term shall not be less than 125 years;
 - 1.6.4 covenants by the Affordable Housing Provider that:
 - 1.6.4.1 subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;
 - 1.6.4.2 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;
- 1.7 that subject to **paragraph 1.8 and 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 village of Graveley;

- 1.8 that subject to **paragraph 2** if no Qualifying Person satisfies the requirements of paragraph 1.7 above then the grant or assignment of any tenancy, lease or Shared Ownership Lease of any Affordable Housing Unit shall be made to a Qualifying Person with a Local Connection to one of the following areas (in order of priority from **paragraphs 1.8.1 to 1.8.3**):
 - 1.8.1 the Parishes of Little Wymondley, Great Wymondley, St Ippolyts and Weston; or
 - 1.8.2 if no Qualifying Person satisfies **paragraph 1.8.1**, other rural parishes within North Hertfordshire; or
 - 1.8.3 if no Qualifying Person satisfies **paragraphs 1.8.1 or 1.8.2**, North Hertfordshire generally;
- 1.9 that subject to **paragraph 2** the Owner shall not dispose of a freehold or leasehold estate in the Affordable Housing Units or the Land other than to another Affordable Housing Provider which shall observe the covenants contained in this Deed;
- 1.10 that the Owner 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 direction served, made or given under Schedule One Part IV of the Housing Act 1996 (or any replacement provisions to any of the above in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactments or modifications thereof);
- 1.11 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;
- 1.12 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be provided pursuant to **paragraph 1.3.1** to be used or Occupied other than as Social/ Affordable Rented Units in accordance with the terms of this Deed;
- 1.13 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Shared Ownership Units to be provided pursuant to **paragraph 1.3.2** to be used or Occupied other than as Shared Ownership Units and not to permit a tenant or occupier of a Shared Ownership Unit to purchase more

than 80% of the equity of the Shared Ownership Unit in accordance with the terms of this Deed;

1.14 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;

1.15 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 Housing Units as follows:

1.15.1 the right to nominate Qualifying Persons to occupy all of the Social/ Affordable Rented Units in respect of the first disposal (by way of lease or otherwise) of all of the Affordable Housing Units; and

1.15.2 the right to nominate Qualifying Persons to occupy three out of every four of the Social/ Affordable Rented Units in respect of the second and subsequent disposals of the Affordable Housing Units (by way of lease, assignment or otherwise);

1.16 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 1.6.2** above has entered into a Shared Ownership Lease to a Qualifying Person with a Local Connection.

2. The provisions of **paragraphs 1.1, 1.2, 1.3, 1.5.3, 1.6.4, 1.7, 1.8, 1.9, 1.11, 1.12, 1.13, 1.14, 1.15** and **1.16** shall not be binding or enforceable against:

2.1 a Chargee which shall have the benefit of a legal mortgage or charge secured against the Affordable Housing Provider's estate or interest in any Affordable Housing Unit(s) who wishes to exercise its power of sale (or any person deriving title from such Chargee appointed by such Chargee) PROVIDED THAT the Chargee or receiver or manager appointed by the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of three months from such written notification the Chargee having used reasonable endeavours has not completed the disposal of the Affordable Housing Unit(s) to an Affordable Housing Provider PROVIDED THAT nothing in this paragraph shall require the Chargee to dispose of the Affordable Housing Unit(s) at a price which

is less than the outstanding balance of its legal mortgage or charge over the Affordable Housing Unit(s) (including interest, costs and expenses) FOR THE AVOIDANCE OF DOUBT if such disposal has not completed after the three month period from such written notification the Chargee, shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of paragraphs **paragraphs 1.1, 1.2, 1.3, 1.5.3, 1.6.4, 1.7, 1.8, 1.9, 1.11, 1.12, 1.13, 1.14, 1.15 and 1.16;**

- 2.2 a Chargee which shall have the benefit of a legal mortgage or charge secured against a tenant's estate or interest (leased by an Affordable Housing Provider) in a Shared Ownership Unit who wishes to exercise its power of sale (or any person deriving title from such Chargee) PROVIDED THAT the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of two months from such written notification the Chargee having used reasonable endeavours has not completed the disposal of the Shared Ownership Unit to an Affordable Housing Provider or Qualifying Person PROVIDED THAT nothing in this paragraph shall require the Chargee or receiver or manager to dispose of the Shared Ownership Unit at a price which is less than the outstanding balance of its legal mortgage or charge over the Shared Ownership Unit (including interest, costs and expenses) FOR THE AVOIDANCE OF DOUBT if such disposal has not completed after the two month period from such written notification the Chargee, shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of **paragraphs 1.1, 1.2, 1.3, 1.5.3, 1.6.4, 1.7, 1.8, 1.9, 1.11, 1.12, 1.13, 1.14, 1.15 and 1.16**
- 2.3 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 and 2.2

SCHEDULE THREE

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:

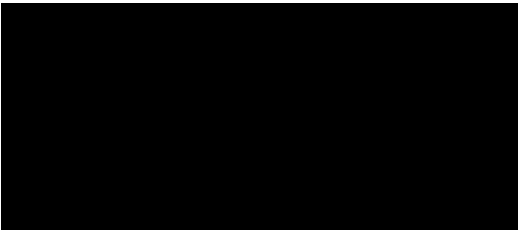
COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

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

EXECUTED AS A DEED by)
RAVENCOURT INVESTMENTS LIMITED)
Acting as a Director)
in the presence of)



Witness
Signature
Address

