



DATED 6 August 2013

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

MR PAUL SHELDRIK AND MRS SARAH JANE SHELDRIK

and

BARCLAYS BANK PLC

DEED

Under Section 106 of the Town & Country Planning Act 1990  
Land at 61 Station Road, Ashwell, Hertfordshire  
Planning Application Reference: 12/02079/1

We Hereby Certify That This Is A  
True And Complete Copy Of The  
Original

*Shoosmiths LLP*  
.....  
SHOOSMITHS LLP  
Date *16/8/13*  
.....

THIS DEED is made the 6 day of August 2013

**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 **PAUL SHELDRIK AND SARAH JANE SHELDRIK** of 61 Station Road Ashwell Hertfordshire SG7 5LR ("the Owner")
  - 4 **BARCLAYS BANK PLC** (Company Registration Number 1026167) of Standard Life Mortgages Mortgages Department PO Box 23966 Edinburgh EH3 1BF ("the Mortgagee")
- 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 Fire and Rescue Authority the Library Authority and the Social Services Authority for Hertfordshire.
- D The Owner is the registered freehold proprietor of the First Land and Second Land free from encumbrances other than the Charge in respect of the First Land
- E On 28 September 2012 the Applicant submitted the Application to the Council for Planning Permission for the Development.
- F Having regard to the North Hertfordshire District Local Plan No2 and other material considerations the Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating or

facilitating the Development of the Land and the Council is satisfied that Planning Permission should only be granted following completion of this Deed.

- G The Mortgagee has the benefit of the Charge and consents to the entering into this Deed by the Owner.

**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 that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

**"Affordable Housing Land"**

means the Land or part(s) of the Land on which the Affordable Housing Units are to be constructed;

**"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 Agreement or such other body as shall be approved in writing by the Council which is capable of managing Affordable Housing and receiving grant from the Homes and Communities Agency;

**"Affordable Housing Units"**

means residential units permitted as part of the Development which are to be provided as Affordable Housing to Qualifying Persons in accordance with Schedule Two;

**"Applicant"**

ZOG ENTERPRISES LIMITED (Company Registration Number 06270049) of 56A South Molton Street, London W1K 5SH

**"Application"**

means the application for detailed planning permission for the Development submitted to the Council by the Applicant with the application plans and other materials on 28 September 2012 and allocated reference number 12/02079/1;

**"the Charge"**

means the registered charge relating to the First Land dated 18 July 2005 in favour of the Mortgagee;

**"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 investigations or surveys;
- b) archaeological works;
- c) site decontamination;
- d) the demolition of any existing buildings or structure;
- e) excavation works;
- f) the clearance or regrading of the Land;
- g) the erection of hoardings or fences;

h) works connected with infilling; or

i) works for the provision of drainage or mains services to prepare the Land for Development

and the terms "Commence" and "Commenced" shall be construed accordingly;

**"Community Centre Contribution"**

means the sum of £8,279.52 (eight thousand two hundred and seventy nine pounds and fifty two pence) PUBSEC Index Linked which shall be applied towards the use of community centre facilities serving the locality of the Development

**"Council Contributions"**

means together the Community Centre Contribution, the Leisure Services Contribution, the Pitch Sport Contribution, the Play Space Contribution and the Waste Collection and Recycling Contribution;

**"County Council Contributions"**

means together the Secondary Education Contribution, the Sustainable Transport Contribution, the Youth Contribution and the Library Contribution;

**"Development"**

means the residential development of 20 Dwellings comprised of 5 x two bedroom dwellings and 15 x three bedroom dwellings with two double garages, car parking, new access and landscaping authorised by the Planning Permission;

**"Disposal"**

means the transfer of a legal estate in an Affordable Housing Unit and "Dispose" shall be construed accordingly;

**"Dwellings"**

means the residential units permitted as part of the Development and "Dwelling" shall be construed accordingly;

**"First Land"**

means that part of the Land registered at HM land Registry under title number HD336325;

**"Homes and Communities Agency"**

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

**"Interest"**

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

**"Land"**

means together the First Land and the Second Land which for identification purposes only are together shown edged red on the Plan;

**"Leisure Services Contribution"**

means the sum of £13,696.50 (thirteen thousand six hundred and ninety six pounds and fifty pence) PUBSEC Index Linked which shall be applied towards the cost of leisure services and facilities serving the locality of the Development

**"Library Contribution"**

means the sum of £3,217 (three thousand two hundred and seventeen pounds) PUBSEC Index Linked which shall be applied towards the cost of library services and facilities serving the locality of the Development

**"Local Connection"**

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

1. has lived for 6 out of the last 12 months or for 3 of the last 5 years in the relevant area ("Local Connection Type 1");
2. is currently employed and has been continuously employed for a minimum of 12 months in the relevant area ("Local Connection Type 2");
3. 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 ("Local Connection Type 3");

**"Occupation"**

means occupation for purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or decoration or occupation in connection with sales or marketing of the Development or occupation for security operations and "Occupy" or "Occupied" shall be construed accordingly;

**"Open Market Dwellings"**

means the Dwellings constructed on the Land as part of the Development excluding the Affordable Housing Units and "Open Market Dwelling" shall be construed accordingly;

**"Pitch Sport Contribution"**

means the sum of £6,429.84 (six thousand four hundred and twenty nine pounds and eighty four pence) PUBSEC Index Linked which shall be applied towards the cost of pitch sport projects serving the locality of the Development;

**"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**;

**"Play Space Contribution"**

means the sum of £13,035.84 (thirteen thousand and thirty five pounds and eighty four pence) PUBSEC Index Linked which shall be applied towards the cost of play space facilities and services serving the locality of the Development;

**"PUBSEC Index Linked"**

means that the relevant sums shall be index-linked by reference to the Department for Business Innovation and Skills Tender Price Index of Public Sector Non Housing (PUBSEC) Smoothed All-In Index from a base figure of 168 to the finalised figure applicable to the quarter in which the contribution is paid in accordance with **clause 10.1**;



***"Qualifying Persons"***

means a person in need accepted on to the North Hertfordshire Common Housing Register (from time to time) in accordance with the North Hertfordshire Common Housing Allocation Scheme 2009 (or any successor scheme approved in writing by the Council);

***"Secondary Education Contribution"***

means the sum of £48,315 (forty eight thousand three hundred and fifteen pounds) PUBSEC Index Linked which shall be applied towards the cost of secondary education facilities serving the locality of the Development;

***"Second Land"***

means that part of the Land registered at HM Land Registry under title number HD336035;

***"Service"***

means the Hertfordshire Fire and Rescue Service;

***"Shared Ownership Lease"***

means a lease in the form of the Homes and Communities Agency's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit in multiples of 5% with a minimum of 25% and a maximum of 75% being purchased initially and subject to the remainder of the equity being obtained on any 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 rents set by the Homes and Communities Agency 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 to be made available by an Affordable Housing Provider on an assured tenancy agreement at a Target Rent;

***"SPONS Index Linked"***

means that the relevant sums 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 June 2006 until the date of payment;

***"Target Rent"***

means a rent which does not exceed the Homes and Communities Agency's target rent levels in place at the time of the grant of the relevant tenancy agreement for the relevant Social Rented Units PROVIDED THAT if the Homes and Communities Agency's target rent system shall cease to operate or shall not have been revised in the year of the date of the grant of the relevant assured tenancy agreement then the target rent shall be such level of rent as may be approved in writing by the Council;

***"Sustainable Transport Contribution"***

means the contribution of £19,500 (nineteen thousand five hundred pounds) SPONS Index Linked which shall be applied as a contribution towards the design and construction of highway improvement works traffic management schemes traffic studies improvements to public transport and/or measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the County Council determines will contribute to the improvement of highway conditions on part of the network affected by traffic associated with the Development.

***"Youth Contribution"***

means the sum of £897 (eight hundred and ninety seven pounds) PUBSEC Index Linked which shall be applied towards the cost of youth facilities and services serving the locality of the Development;

***"Waste Collection and Recycling Contribution"***

means the sum of £1,349 (one thousand three hundred and forty nine pounds) PUBSEC Index Linked which shall be applied towards the cost of providing waste collection and recycling facilities serving the Development;

**"Water Scheme"**

means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where existing water services are to be used it shall mean the details of the Dwellings and the water supply to them

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 person deriving title through or under it 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 of 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 (as specified in this Deed) against the Owner and its 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.

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 and assigns and any person deriving title through or under it 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 Registered 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 with the exception of the obligations and restrictions to be performed or complied with prior to the Occupation of the Development or a Dwelling constructed as part of the Development the owners and occupiers of individual Open Market Dwellings shall have no liability in respect of the obligations and restrictions contained in this Deed; 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

**4. EFFECT OF DEED**

4.1 The provisions of this Deed shall have immediate effect.

**5. PLANNING OBLIGATIONS**

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

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

5.3 The County Council covenants with the Owner 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 by-law statutory instrument order or regulation in the exercise of its functions as local planning authority, principal council, education authority, fire and rescue authority, highway authority, social services authority and library authority

**7. WAIVER**

No waiver whether express 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. SUCCESSORS IN TITLE**

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

9. **PLANNING PERMISSION**

9.1 This Deed shall cease to have effect if the Planning Permission is quashed revoked or otherwise withdrawn.

10. **EXPENDITURE, INTEREST AND INDEXATION**

10.1 Where any sum in **Schedule Two** is required to be PUBSEC Index Linked that sum payable shall be increased in accordance with any change in the Department for Business Innovation and Skills Tender Price Index of Public Sector Non-Housing Smoothed All-In Index by the 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 PUBSEC Smoothed All-In Index figure for the date upon which the interim payment described below is actually paid

D is the figure of 168.

10.2 It is further agreed by the parties that:

10.2.1 if prior to the receipt of the County Council Contributions or the Council Contributions as the case may be 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 or the Council Contributions as the case may be such expenditure incurred; and

10.2.2 where any sum to be paid by the Owner under the terms of this Deed is required to be PUBSEC Index Linked or SPONS 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 by the Owner within 14 days of demand by the Council or County Council once the relevant index has been finalised

10.3 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.

11. **COSTS**

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

11.2 The Owner shall pay the Council's monitoring costs of £1,370 within 21 days of the issue of the Planning Permission and in any event shall not Commence the Development until this sum has been paid to the Council.

12. **REGISTRATION OF THIS DEED**

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

13. **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.

14. **NOTICE**

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

14.1 the Commencement of the Development;

14.2 the Occupation of the first Dwelling;

14.3 the Occupation of 10 of the Open Market Dwellings;

14.4 the completion of the Development; and

14.5 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.

15. **SERVICE OF NOTICES AND DOCUMENTS**

Any notice required or authorised to be given by any Party shall be in writing and based on the pro forma set out in **Schedule Five** and shall contain the Application reference number 12/02079/1 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 at the following corresponding addresses or such other address as may be notified to the other parties from time to time

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

The County Council    Chief Legal Officer Hertfordshire County Council County Hall Hertford SG13 8DE Ref DU1750

The Service            Water Services Officer Fire and Rescue Service Old London Road Hertford SG13 7LD (01992 507521)

The Owner             61 Station Road Ashwell Hertfordshire SG7 5LR

16 **DETERMINATION OF DISPUTES**

16.1 The parties to this Deed and their successors in title will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Deed and if the matter is not resolved by negotiation the parties shall refer the dispute to mediation in accordance with the Centre for Dispute Resolution procedures.

16.2 Notwithstanding the provision of **clause 16.1** the parties to this Deed and their successors in title shall reserve all their respective rights in the event that no agreed resolution shall be reached in the mediation and no party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party's position while the mediation or other procedure is pending or continuing.

17 **MISCELLANEOUS**

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 them 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 **JURISDICTION**

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

18.2 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 and the County Council who retain the right to sue and enforce any judgment against the Owners in the courts of any competent jurisdiction.

19 **CONSENTS**

The Owner warrants and confirms that it is the freehold owner of the Land and has full power to enter into this Deed and that the Land is free from all mortgages charges or other encumbrances other than as set out herein 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.

20 **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**

NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Acts

**DRAFT DECISION**

**Correspondence Address:**

Mr P Case  
GML Architects Limited  
36 Featherstone Street  
London  
EC1Y 8QZ

**Applicant:**

Zog Enterprises Ltd

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**PARTICULARS OF DEVELOPMENT**

**Application:** 12/02079/1

**Proposal:** Erection of 20 dwellings consisting of 15 three bed dwellings and 5 two bed dwellings, two double garages, car parking, new access road and landscaping. New crossover and pedestrian access from Station Road. (As amended by plans received 21 November 2012)

**Location:** 61 Station Road, Ashwell, Baldock, SG7 5LR

**Approved Plan Nos:** 3657/PAO1, 02, 03, 04, 05, 06, 10A, 11A, 12, 20, 21A, 30, 31, 32, 33, 34, 35, 36, 37, 38A, 39, 40, 41 & 50

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**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 28/09/2012 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 samples of materials to be used on all external elevations and the roof of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced and shall be implemented as approved.

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 Prior to the commencement of the development hereby permitted, details and samples of all materials to be used for the areas of hard landscaping shall be submitted to and approved in writing by the Local Planning Authority. The landscaping approved shall be implemented on site prior to the first occupation of the development.

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

- 5 Full details of a construction phasing and environmental management programme for the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development (including any pre-construction, demolition or enabling works). The construction project shall thereafter be carried out in complete accordance with the approved phasing programme unless otherwise agreed in writing by the Local Planning Authority. The phasing programme shall include the following elements:

- a) hours of construction operations including times of deliveries and removal of waste, which should be restricted to between 7.00am and 5.00pm on Mondays to Fridays, 8.00am and 1.00pm on Saturdays and at no time on Sundays or bank holidays, unless otherwise agreed in writing by the Local Planning Authority;
- b) measures to minimise dust, noise, machinery and traffic noise impacts during construction;
- c) site set up and general arrangements for storing plant including cranes, materials, machinery and equipment, temporary offices and other facilities, construction vehicle parking and loading/unloading and vehicle turning areas;
- d) the location of construction traffic routes to and from the site, details of their signing, monitoring and enforcement measures;
- e) screening and hoarding details, to protect neighbouring residents;
- f) end of day tidying procedures to ensure protection of the site outside the hours of construction. The construction activities shall be designed and undertaken in accordance with the code of best practice set out in British Standard 5228 1997 and with the agreed details unless otherwise agreed in writing by the Local Planning Authority;
- g) wheel washing facilities for construction vehicles leaving the site;

Reason: To ensure the correct phasing of development in the interests of minimising disruption to the public highway during construction, minimising any environmental impacts, in the interests of highway safety and amenity.

6 The development hereby permitted shall not commence until the proposed access has been constructed to base course construction for the first 50 metres and the existing footway complete with crossing point has been reinstated to the current specification of Hertfordshire County Council and to the local Planning Authority's satisfaction.

Reason: In the interests of highway safety and amenity.

7 Before the access is first brought into use, vehicle to vehicle visibility splays of 2.4 metres by 43 metres to both directions 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 provide adequate visibility for drivers entering and leaving the site

8 Before the driveways are first brought into use 2.0 metre x 2.0 metre pedestrian visibility splays shall be provided and permanently maintained each side. They shall be measured from the point where the edges of the access way cross the highway boundary, 2.0 metres into the site and 2.0 metres along the highway boundary. Therefore forming a triangular visibility splay. Within which, there shall be no obstruction to visibility between 600 mm and 2.0 metres above the carriageway/footway level.

Reason: To provide adequate visibility for drivers entering and leaving the site.

9 The gradient of the access shall not be steeper than 1 in 20 for the first 10 metres from the edge of the carriageway.

Reason: To ensure a vehicle is approximately level before being driven off and on to the highway.

10 The access road shall be 5.5 metres wide for the first 30 metres thereafter reducing to 5.0 metres wide and the kerb radii shall be 6.0 metres, which shall be complete with tactile crossing feature.

Reason: To facilitate the free and safe flow of other traffic on the highway and the safety and convenience of pedestrians and people with a disability.

11 All building wastes from the proposed development shall be properly stored then removed from the site for disposal or recycling. No building wastes shall be burnt on site.

Reason: To protect the amenities of nearby residents.

12 **No development approved by this planning permission shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site has been submitted to and approved in writing by the local planning authority:**

1. A site investigation scheme based on the details contained in the submitted RSK preliminary environmental risk assessment (PRA), Project no. 26091-01 (00) dated November 2012, to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

2. The results of the site investigation and detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

3. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To protect and prevent the pollution of groundwater from potential pollutants associated with current and previous land uses and to ensure that any contamination affecting the site is dealt with in a manner that safeguards human health and the built and natural environment. Intrusive building works can remobilise contaminants and cause them to migrate into the underlying principal aquifer. The site lies in a vulnerable groundwater area and in a drinking water protected area.

13 No occupation of any part of the development approved by this permission shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long term monitoring and maintenance plan") for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long term monitoring and maintenance plan shall be implemented as approved.

Reason: To demonstrate that groundwater, human health and the built and natural environment has been protected once the development is complete.

14 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason: To protect and prevent the pollution of groundwater from potential pollutants associated with current and previous land uses and the ensure that any contamination affecting the site is dealt with in a manner that safeguards human health and the built and natural environment. If any unsuspected contamination is

encountered but not dealt with, contaminants could be remobilised and may migrate into the underlying aquifer.

- 15 Piling or other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To protect groundwater from contaminants that could be mobilised by the piling works.

- 16 **Development shall not begin until a scheme for surface water disposal has been submitted to and approved in writing by the local planning authority. Infiltration systems shall only be used where it can be demonstrated that they will not pose a risk to groundwater quality. The scheme shall be implemented as approved.**

Reason: To protect and prevent the pollution of groundwater from potential pollutants associated with current and previous land uses. Sustainable drainage systems using infiltration would be encouraged on this site provided it can be shown that the infiltration will be clean surface water into uncontaminated ground.

- 17 **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 and methodology of site investigation and recording as suggested by the archaeological evaluation**
- 3. The programme for post investigation assessment**
- 4. Provision to be made for analysis of the site investigation and recording**
- 5. Provision to be made for publication and dissemination of the analysis and records of the site investigation**
- 6. Provision to be made for archive deposition of the analysis and records of the site investigation**
- 7. Nomination of a competent person or persons/organisation to undertake the works set out within the Archaeological Written Scheme of Investigation.**

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.

18 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)

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.

19 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 permitted.

20 No removal of trees, scrub or hedges, shall be carried out on site between the 1st March and 31st August inclusive in any year, unless searched beforehand by a suitably qualified ornithologist.

Reason: It is an offence under Part 1 (1) of the Wildlife and Countryside Act 1981 (as amended) to damage or destroy the nest of any wild bird whilst that nest is in use or being built.

21 Prior to the commencement of the development hereby permitted full details of all hard and soft landscaping associated with this development proposal shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented on site. The details 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 and street furniture proposed
- d) details of any earthworks proposed

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

22 The approved details of landscaping agreed under condition 21 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.

23 None of the trees to be retained on the application site shall be felled, lopped, topped, uprooted, removed or otherwise destroyed or killed without the prior written agreement of the Local Planning Authority.

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

24 Any tree felled, lopped, topped, uprooted, removed or otherwise destroyed or killed contrary to the provisions of the tree retention condition above shall be replaced during the same or next planting season with another tree of a size and species as agreed in writing with the Local Planning Authority, unless the Authority agrees in writing to dispense with this requirement.

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

25 **Before the commencement of any other works on the site, trees to be retained shall be protected by the erection of temporary chestnut paling or chain link fencing of a minimum height of 1.2 metres on a scaffolding framework, located at the appropriate minimum distance from the tree trunk in accordance with Table 1 in 'Trees in relation to Construction' (BS5837:2005), unless in any particular case the Local Planning Authority agrees to dispense with this requirement. The fencing shall be maintained intact for the duration of all engineering and building works. No building materials shall be stacked or mixed within 10 metres of the tree. No fires shall be lit where flames could extend to within 5 metres of the foliage, and no notices shall be attached to trees.**

**Reason: To prevent damage to or destruction of trees to be retained on the site in the interests of the appearance of the completed development and the visual amenity of the locality.**

26 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 as amended no development as set out in Classes A-F of Part 1 of Schedule 2 to the Order or Part 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.

- 27 The windows at first floor level on the side elevations of the dwellings hereby permitted shall be permanently glazed with obscure glass.

Reason: To safeguard the privacy of the occupiers of the adjacent dwelling.

**Reason for Decision**

In the opinion of the Local Planning Authority, the proposed development would enhance the character and appearance of the surrounding area. The proposal would not unduly harm the living conditions enjoyed by occupiers of surrounding residential properties and would provide suitable living conditions for occupiers of the proposed dwellings. Sufficient off road car parking would be available on site, protecting highway safety conditions within the vicinity of the site. The proposal therefore accords with development plan policy a summarised below:

**North Hertfordshire District Local Plan No. 2 - with Alterations:**

Policy 6: Rural Areas Beyond the Green Belt

Policy 7: Selected Villages beyond the Green Belt

Policy 14: Nature Conservation

Policy 16: Areas of Archaeological Significance and other Archaeological Areas

Policy 26: Housing Proposals

Policy 29: Rural Housing Needs

Policy 51: Development Effects and Planning Gain

Policy 55: Car Parking Standards

Policy 57: Residential Guidelines and Standards

**BIODIVERSITY INFORMATIVE**

In order to enhance the biodiversity value of the site and the surrounding area the applicant should consider the installation of bat boxes (Schwegler 1FQ, 1FR or N27) and the planting of native trees and shrubs.

The developer should also be aware of the potential for reptiles to be found on site. Should any species usage become apparent, a suitably licensed ecologist should be consulted, mitigation measures proposed and followed.

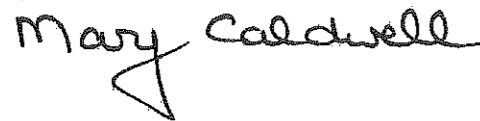
**Proactive Statement**

Planning permission has been granted for this proposal. The Council acted proactively through early engagement with the applicant at the pre-application stage which led to improvements to the scheme. The Council has therefore acted proactively in line with the requirements of the Framework (paragraphs 186 and 187) and in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012.

## Informative

Please note that permission has been granted in accordance with the obligations set out in the Unilateral Undertaking and the Monitoring Costs will fall due within 21 days of the date of this permission. An invoice will be forwarded to you by our under separate cover for £822.00 which is the amount due under this obligation in due course. All other obligations will fall due on commencement of development unless otherwise specified in the Unilateral Undertaking.

Signed:



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

Development & Conservation Manager

Date: XXXXXXXXXX

## 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 Circular 04/2008 (Planning Related Fees) states that where an application is made under Article 21 of the Town and Country Planning (General Development Procedure) Order 1995, a fee will be payable for any consent, agreement or approval required by condition or limitation attached to the grant of planning permission.

3 The fee is £97 per request or £28 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse. No fee is required for applications resulting from a condition removing "permitted development rights".

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 on the Council's website:

([http://www.north-herts.gov.uk/index/planning/planning\\_control\\_and\\_conservation/applying\\_for\\_planning\\_permission/application\\_forms\\_2.htm](http://www.north-herts.gov.uk/index/planning/planning_control_and_conservation/applying_for_planning_permission/application_forms_2.htm)).

4 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 must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at [www.planningportal.gov.uk/pes](http://www.planningportal.gov.uk/pes).

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.

5 **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.

- 6 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.

**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

### PART I

#### OWNER'S COVENANTS TO THE COUNCIL

##### Affordable Housing

- 1 The Owner covenants with the Council:
  - 1.1 that 7 of the Dwellings to be constructed on the Land shall be Affordable Housing Units;
  - 1.2 to provide the following types of Affordable Housing Units as Social Rented Units:
    - 1.2.1 4 x two bedroom houses; and
    - 1.2.2 1 x three bedroom house;
  - 1.3 to provide the following types of Affordable Housing Units as Shared Ownership Units:
    - 1.3.1 1 x two bedroom house; and
    - 1.3.2 1 x three bedroom house;
  - 1.4 that the Affordable Housing Units shall be designed and constructed to the Council's satisfaction and to meet the standard contained in the Housing Corporation's Design and Quality Standards (April 2007);
  - 1.5 subject to **paragraph 1.6** that the grant or assignment of any tenancy, lease, or Shared Ownership Lease of any Affordable Housing Unit shall be restricted to a Qualifying Person with a Local Connection to the Parish of Ashwell;
  - 1.6 that if no Qualifying Person satisfies the requirements of **paragraph 1.5** 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 **1.6.1** to **1.6.3**):

1.6.1 the Parishes of Hinxworth, Bygrave, Caldecote and Newnham; or

1.6.2 if no Qualifying Person satisfies **paragraph 1.6.1**, other rural parishes within North Hertfordshire; or

1.6.3 if no Qualifying Person satisfies **paragraph 1.6.1** or **1.6.2**, North Hertfordshire generally;

1.7 that, where more than one Qualifying Person is available in accordance with **paragraph 1.5** or **1.6** (as appropriate), 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 of the following type (in order of priority from **1.7.1** to **1.7.3**):

1.7.1 Local Connection Type 1; or

1.7.2 if no Qualifying Person satisfies **paragraph 1.7.1**, Local Connection Type 2; or

1.7.3 if no Qualifying Person satisfies **paragraph 1.7.1** or **1.7.2**, Local Connection Type 3;

1.8 not to Commence or cause or permit the Commencement of the Development until the Owner has either:

1.8.1 completed a freehold transfer of the Affordable Housing Land to an Affordable Housing Provider; or

1.8.2 entered into a legally binding and unconditional agreement with an Affordable Housing Provider to transfer the freehold interest in the Affordable Housing Land to the same;

1.9 not to Occupy or cause or permit the Occupation of more than 10 of the Open Market Dwellings until:

1.9.1 all of the Affordable Housing Units have been constructed to the standard required in **paragraph 1.4** above and to such standard as would enable immediate Occupation;

1.9.2 all of the Affordable Housing Units have been transferred to an Affordable Housing Provider (by way of freehold transfer); and

1.9.3 the Affordable Housing Provider referred to in **paragraph 1.9.2** has entered into a nominations agreement with the Council in relation to the Social Rented Units substantially in the form of the

nominations agreement contained at Part 2 of the 2008 – 2013 North Hertfordshire District Council Housing Association Partnership Agreement (or such variation or substitution thereof issued or approved by the Council thereafter);

- 1.10 not to Occupy or cause or permit the Occupation of any Shared Ownership Unit unless and until, in respect of that Shared Ownership Unit the Affordable Housing Provider referred to in **paragraph 1.8** has entered into a Shared Ownership Lease to a Qualifying Person with a Local Connection;
- 1.11 that the transfers of the Affordable Housing Units to the Affordable Housing Provider referred to in **paragraphs 1.8** and **1.9** shall contain the following:
  - 1.11.1 the grant by the Owner to the Affordable Housing Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
  - 1.11.2 covenants by the Affordable Housing Provider that:
    - 1.11.2.1 subject to **paragraph 1.16**, each Affordable Housing Unit transferred shall be used for no other purpose than Affordable Housing; and
    - 1.11.2.2 the grant or assignment of any tenancy, lease or Shared Ownership Lease of any Affordable Housing Unit shall be restricted in accordance with the obligations in **paragraphs 1.5, 1.6** and **1.7** of this Schedule;
- 1.12 subject to **paragraph 1.16** with the exception of a Disposal of a Shared Ownership Lease to a Qualifying Person or the grant of a tenancy or lease to a Qualifying Person in accordance with **paragraphs 1.5, 1.6** and **1.7** the Owner shall not dispose of a freehold or leasehold estate in the Affordable Housing Units and/or the Affordable Housing Land other than to an Affordable Housing Provider which shall observe the covenants contained in this Deed;
- 1.13 in the event that the Homes and Communities Agency exercises its right to require payment of social housing grant made in respect of the Affordable Housing Units in accordance with Section 27(2) of the Housing Act 1996 (or any replacement provision in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactment or modification thereof) the Owner shall pay to the Council on the date upon which the payment of social housing grant falls due in accordance with the Homes and Communities Agency's direction, the whole amount of any grant or loan made by the Council pursuant to Section 22 of the Housing Act 1996 (or

any replacement provision in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactment or modification thereof) together with interest thereon in respect of the Affordable Housing Units;

1.14 the Owner shall notify the Council immediately in the event of service on it of any notice under Sections 40 and 41 of the Housing Act 1996 or any notice, order or direction served, made or given under the Housing Act 1996 Schedule One Part IV (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);

1.15 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 Rented Units in respect of the first disposal (by way of lease or otherwise) of all of the Social Rented Units; and

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

1.16 **paragraphs 1.5, 1.6, 1.7, 1.12, 1.15 and 1.17** of this Schedule shall not be binding or enforceable against:

1.16.1 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 in possession of that person; and

1.16.2 a chargee which shall have the benefit of a legal mortgage or charge secured against the Affordable Housing Provider's estate or interest in the Affordable Housing Land who wishes to exercise its power of sale ("the Affordable Housing Chargee") PROVIDED THAT the Affordable Housing Chargee or receiver appointed by the Affordable Housing Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and within three months of such written notification the Affordable Housing Chargee or receiver having used reasonable endeavours is unable to enter into a contract for sale of the Affordable Housing Land or Affordable Housing Units to an Affordable Housing Provider;

1.17 subject to **paragraph 1.16**:

- 1.17.1 not to permit the Affordable Housing Units to be used or Occupied other than as Affordable Housing in accordance with the terms of this Deed;
  - 1.17.2 not to permit the Social Rental Units provided in accordance with **paragraph 1.2 of Schedule Two** to be used or Occupied other than as Social Rental Units;
  - 1.17.3 not to permit the Shared Ownership Units provided in accordance with **paragraph 1.3 of Schedule Two** to be used or Occupied other than as Shared Ownership Units and not to permit a tenant of a Shared Ownership Unit to purchase more than 80% of the equity of the Shared Ownership Unit; and
  - 1.17.4 not to permit the Affordable Housing Units to be occupied other than by Qualifying Persons and their dependants;
- 1.18 not to Occupy or cause or permit the Occupation of the Affordable Housing Units until a nominations agreement has been entered into with the Council in relation to the Social Rented Units.

**Contributions to the Council**

- 2 The Owner covenants with the Council:
- 2.1 to pay the Council Contributions to the Council prior to the Commencement of the Development; and
  - 2.2 not to cause or permit the Commencement of the Development until it has paid the Council Contributions to the Council in accordance with **paragraph 2.1** above.

**PART II**

**OWNER'S COVENANTS TO THE COUNTY COUNCIL**

**Contributions to the County Council**

3. The Owner covenants with the County Council:

- 3.1 to pay the County Council Contributions to the County Council prior to the Commencement of the Development; and
- 3.2 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 3.1** above.

#### **Fire Hydrants**

- 4 The Owner covenants with the County Council:
  - 4.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS750 (2006) as reasonably and properly required by the Service AND not to Commence or permit Commencement of the Development until the Water Scheme has been submitted and approved in writing by the Service such approval not to be unreasonably withheld or delayed;
  - 4.2 to construct and provide at no cost to the Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Service in writing of the date upon which each and every fire hydrant becomes operational;
  - 4.3 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Service until they are adopted by the Service which adoption shall take effect from the date of issue of written acceptance by the County Council's Chief Legal Officer the issue of which shall not be unreasonably delayed
  - 4.4 not to Occupy or permit Occupation of any building forming part of the Development until such time as it is served by an adopted fire hydrant.

**SCHEDULE THREE**

**COUNCIL'S COVENANTS**

- 1 The Council covenants with the Owner to pay the Council Contributions 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 of the relevant facilities serving as specified in the definition of each such contribution and for the avoidance of doubt each Council Contribution shall only be used towards its own stated purpose.
  
- 2 If any part of the Council Contributions paid to the Council has not been expended or committed to be spent by the Council within ten years of the date of receipt by the Council, the Council shall repay any such unexpended or uncommitted sum with any interest accrued thereon to the party who made that payment.

**SCHEDULE FOUR**

**COUNTY COUNCIL'S COVENANTS**

- 1 The County Council covenants with the Owner to pay the County Council Contributions received hereunto into an interest-bearing account with the County Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the County Council towards the provision of the relevant facilities as specified in the definition of each such contribution and for the avoidance of doubt each County Council Contribution shall only be used towards its own stated purpose.
  
- 2 If any part of the County Council Contributions paid to the County Council have not been expended or committed to be spent by the County Council within ten years of the date of payment the County Council shall repay any such unexpended sum with interest calculated thereon at the rate from time to time prescribed by the London Interbank Deposit Bid Rate (LIBID) 7 day rate to the party who made that payment.

**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'S 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) The Chief Legal Officer  
 Hertfordshire County Council  
 County Hall,  
 Pegs Lane  
 Hertford  
 Hertfordshire  
 SG13 8DE

(Ref : DU1750 )

b) To  District /Borough Council  
 Check address in deed.

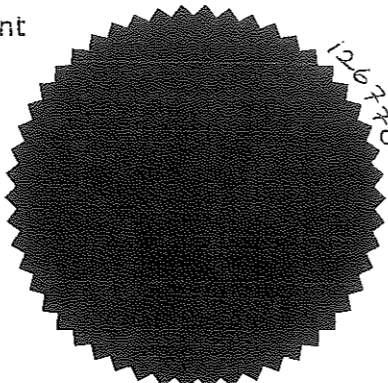
EXECUTED and DELIVERED as a DEED on the date of this document

EXECUTED under the Common Seal of  
NORTH HERTFORDSHIRE  
DISTRICT COUNCIL

in the presence of:



Duly Authorised Officer



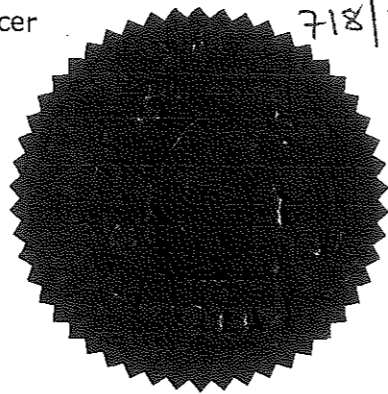
126720

EXECUTED under the Common Seal of  
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:



Mary Cormack  
Asst Chief Legal Officer  
Chief Legal Officer



718/13

EXECUTED as a DEED by



MR PAUL SHELDRIK in the presence of:

Witness signature: <sup>witness</sup> X



Name:

Geoffrey T. Gordon

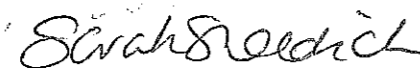
Address:

ASHFIELD, SPRINGHEAD, ASHWELL  
Herts.

Occupation:

ENGINEER.

EXECUTED as a DEED by



MRS SARAH JANE SHELDRIK in the presence of:

Witness signature: <sup>witness</sup> X



Name:

Geoffrey T. Gordon

Address:

ASHFIELD, SPRINGHEAD, ASHWELL  
Herts.

Occupation:

ENGINEER.

EXECUTED as a DEED by  
BARCLAYS BANK PLC acting by:

Signed for and on behalf of BARCLAYS BANK PLC by  
**John Kenneth Henderson**

as duly appointed Attorney under a Power of Attorney  
dated 5<sup>th</sup> October 2012 in the presence of:  
Witness

.....  
Director

.....  
Director/Secretary

Gillian Cummins

BARCLAYS MORTGAGES  
PO BOX 1144  
LEEDS  
LS11 0DD

Bank official