

DATED

16th Day of October

2019

THE COUNCIL OF THE BOROUGH OF BROXBOURNE

- and -

**GAETANA RE as Executor of the Estate of GIUSEPPE LETO, GIUSEPPE
DILETO as Executor of the Estate of ANTONINO DILETO and ROSALIA
DILETO as Executrix of the Estate of PIETRO DILETO**

- and -

**ROSALIA DI LETO, GIUSEPPE DILETO, VINCENZO DILETO, CALOGERO
DILETO, GAETANA RE, GIUSEPPE ANTONIO CRIMAUDO, SALVATORE
CRIMAUDO and EMMA MAZZIOTTA**

- and -

LANDCHAIN LIMITED

**PLANNING OBLIGATION AGREEMENT
PURSUANT TO**

SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to

TINA NURSERY, GOFFS LANE, GOFFS OAK, HERTS EN7 5EP – PLANNING
REF: 07/18/1097/O

Head of Legal Services
Broxbourne Borough Council
Borough Offices
Bishops' College
Churchgate
Cheshunt
Hertfordshire
EN8 9XJ
Ref: @

Tel: 01992 785555
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email: legal@broxbourne.gov.uk

THIS DEED is made the 16th day of October 2019

BETWEEN:-

- (1) **THE COUNCIL OF THE BOROUGH OF BROXBOURNE** of Bishops College Churchgate Cheshunt Hertfordshire EN8 9XJ (“the Council”)
 - (2) **GIUSEPPE DILETO** of Little Thele, Hertford Road, Great Amwell, Ware SG12 9RS as Executor of the Estate of **ANTONINO DILETO** and **ROSALIA DILETO** of 9 Ware Road, Hoddesdon EN11 as Executrix of the Estate of **PIETRO DILETO** and **GAETANA RE** of 43 Middlefield Road, Hoddesdon EN11 9DZ as Executrix of the Estate of **GIUSEPPE LETO** (“the Executors”)
 - (3) **ROSALIA DILETO** of 9 Ware Road, Hoddesdon EN11 and **GAETANA RE** of 43 Middlefield Road, Hoddesdon EN11 9DZ and **GIUSEPPE ANTONIO CRIMAUDO** of 24 Delfcroft, Ware SG12 0BH and **VINCENZO DILETO** and **CALOGERO DILETO** and **GIUSEPPE DILETO** of Little Thele, Hertford Road, Great Amwell, Ware SG12 9RS and **SALVATORE CRIMAUDO** of 19 Southfield Road, Hoddesdon EN11 9EA and **EMMA MAZZIOTTA** of 63 Dorchester Avenue, Hoddesdon EN11 9EQ (“the Owner”)
- and
- (3) **LANDCHAIN LIMITED** (Co. Regn. No. 04363769) of 2 Leathermarket Street, London SE1 3HN (“the Applicant”)

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated
- (2) The Executors are the appointed Executors of the Estates of the registered proprietors of that part of the Land that is registered with HM Land Registry under title number HD370935

- (3) The Owner is registered at HM Land Registry as Proprietor with absolute freehold title of the Land under title numbers HD370933, HD370934, HD370069 and HD1080
- (4) An outline planning application in respect of the Land has been made by the Applicant under reference number 07/18/1097/O (“the Application”) for the demolition of all existing buildings and erection of 81 new homes with access off Goff’s Lane (“the Proposed Development”)
- (5) Having regard to the provisions of the Local Plan and to all other material considerations the Council resolved on 12 March 2019 to grant Planning Permission subject to the prior completion of this Agreement
- (6) The Executor and the Owner intends pursuant to the Permission to carry out the Proposed Development and be bound by the provisions hereof

NOW IT IS HEREBY AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the context otherwise requires the following expressions shall have the following meanings: -

“the Act” the Town and Country Planning Act 1990 as amended

“Affordable Housing” housing for sale or rent, for those whose needs are not met by the market as defined by the National Planning Practice Guidance (as revised in February 2019 and as may be subsequently updated from time to time)

“Affordable Housing Units” means the 40% of the total Residential Units which are to be constructed as

Affordable Housing under the terms of this Deed

“Affordable Housing Scheme”

a scheme to be submitted to the Council which includes as a minimum:

- (a) The total number of Residential Units proposed within each Phase (or Sub-Phase as the case may be) and the sizes of each Residential Unit;
- (b) The number of Affordable Housing Units within that Phase (or Sub-Phase as the case may be) both as a number and a percentage;
- (c) The location of the Affordable Housing Units within that Phase (or Sub-Phase as the case may be);
- (d) The tenure and mix of the Affordable Housing Units (i.e. the number of Shared Ownership Housing Units and Affordable Rented Housing Units (or other Affordable Housing products)) within that Phase (or Sub-Phase as the case may be) expressed both as a number and a percentage but which shall achieve an overall mix of 65% Affordable Rented Housing and 35% Shared Ownership Housing across the Development; and
- (e) The timing of the construction and completion of the Affordable Housing

Units within the relevant Phase (or Sub-Phase as the case may be) relative to the occupation of the Open Market Units within that Phase

“Affordable Rented Housing Units” those Affordable Housing Units let to households considered by the Registered Provider and/or the Council to be in housing need and at rents which including service charge do not exceed the lower of the maximum local housing allowance (or whatever similar allowance or housing benefit scheme that may replace it from time to time) for the area or 80 per cent of local market rents

“the Application” the outline application for planning permission submitted to the Council for the Development and allocated reference number 07/18/1097/O

“Approved” approved in writing by the Council

“Blue Land” the land shown edged blue on drawing number P5206_1101 hereto

“Commencement” the date on which a material operation comprised in the Development is taken to be initiated within the meaning of section 56 (4)(a) to (d) of the Act **PROVIDED ALWAYS** that for the purpose of determining whether or not such a material operation has been carried out there shall be disregarded any works of demolition,

site inspection, site surveys, testing, sampling, site clearance, soil investigations and trial holes and the expressions “Commence”, “Commencement” and “Commenced” shall be construed accordingly

“the Development”

the development of the Land being the demolition of all existing buildings and erection of 81 new homes with access off Goff's Lane as set out in the Application

“Drainage Connection Rights”

the grant of rights of surface water drainage (for the benefit of the Red Land and/or the Blue Land) and any rights to be granted which are reasonably necessary to allow the owners of the Red Land and/or the Blue Land (and their contactors and/or employees) to construct and maintain a surface water drainage connection to the surface water drainage apparatus constructed/installed within the Development as shown for indicative purposes only on drawing number 4800-201 appended hereto

“the Educational Contribution”

the sum of £1,414,000 (one million four hundred and fourteen thousand pounds) Index Linked which is payable in respect of educational facilities for the benefit of residents

	of Goffs Oak and West Cheshunt index linked as herein after provided towards the cost of educational facilities serving the locality of the Development
“Health Contribution”	the sum of £50,000 (fifty thousand pounds) Index Linked which is payable in respect of improvements to health facilities that would benefit the residents of Goffs Oak and West Cheshunt
“Highway Improvements Contribution”	the sum of £140,000 (one hundred and forty thousand pounds) Index Linked towards highway improvements that would benefit the residents of Goffs Oak and West Cheshunt
“Index”	means the all items retail index published by HM Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto as the parties shall agree or in default thereof is determined by reference to determination by an Independent Expert pursuant to clause 14
“Index Linked”	means adjusted in line with movements in the Index between the date of this Deed

	and the date that the particular payment falls due
“Interest”	interest at 3 per cent over the base rate for the time being of The Co-operative Bank from the date payment became due
“the Land”	the land against which this Deed may be enforced being all that piece or parcel of land with buildings thereon known as land at Tina Nursery, Goffs Lane, Goffs Oak Herts EN7 5EP registered at H M Land Registry with Title Absolute under Title Numbers HD370933, HD370934, HD370935, HD370069 and HD1080 and shown edged red on the Plan
“Library Contribution”	the sum of £12,925 (twelve thousand nine hundred and twenty five pounds) Index Linked towards improvements to Goffs Oak Library
“Nominations Agreement”	an agreement made between the Registered Provider and the Council in the form specified and contained in Schedule 4
“Occupy” “Occupation” & “Occupied”	means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
“Owners”	means the Owner and the Executors

“Open Market Units”	means all those Residential Units forming part of the Development which are not Affordable Housing Units
“Phase”	a phase of the Development as identified on a phasing plan approved from time to time pursuant to a phasing plan condition of the Planning Permission and/or as determined by a reserved matters approval and ‘Sub-Phase’ means any sub-phase identified within a said phase
“Plan”	the plan annexed appended hereto and labelled “Location Plan”
“the Planning Permission”	the planning permission subject to conditions granted or to be granted by the Council pursuant to the Application
“Reasonable Endeavours”	all those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where the Deed otherwise indicates)
“the Recreational Sporting and Community Contribution”	the sum of £230,000 (two hundred and thirty thousand pounds) Index Linked payable under the terms of this Deed of which as herein after provided shall be in respect of recreational sporting and community facilities for the benefit of residents of Goffs Oak and West Cheshunt

“Red Land”	the land shown edged red on drawing number P5206_1101 hereto
“Registered Provider	a registered social landlord within the meaning of Part I of the Housing Act 1996 (or any statutory modification re-enactment thereof) and registered with Homes England as regulator of Social Housing pursuant to section 1 of that Act and the Housing and Regeneration Act 2008
“Residential Unit”	means the residential units constructed pursuant to the Planning Permission including the Affordable Housing Units and the Open Market Units
“Shared Ownership Housing”	the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease granted to eligible households whose needs are not met by the market, where the percentage equity share to be marketed is initially between 25% and 75% and the percentage rent payable on the retained equity is not more than 2.5% per annum of the value of the unsold equity and who will make the unsold equity available for sale to the occupant at market value if requested by the occupant
“Shared Ownership Lease”	a lease to be granted for each Shared Ownership Unit for a term of not less than 125 years which shall accord with the requirements of and be consistent with any model shared ownership lease of Homes

England (or any statutory successor)
relevant at the time of the marketing of the
relevant unit

“Sustainable Transport
Contribution”

means the sum of £140,000 (one hundred
and forty thousand pounds) Index Linked as
herein after provided as a contribution
towards sustainable transport measures set
out within the Broxbourne Transport
Strategy and the Broxbourne Walking
Cycling Strategy for the benefit of residents
of Goffs Oak and/or West Cheshunt

“Youth Services Contribution”

the sum of £3,024 (three thousand
and twenty four pounds) Index
Linked towards facilities or
services that would benefit the
residents of Goffs Oak and/or West
Cheshunt

1.2 Interpretation

In this Deed:

- 1.2.1 Unless otherwise stated, reference to a clause sub-clause schedule paragraph or sub-paragraph is reference to a clause sub-clause schedule paragraph or sub-paragraph in this Deed
- 1.2.2 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa and words denoting actual persons including companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 1.2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 1.2.4 References to any enactment include references to that enactment as for the time being amended applied consolidated re-enacted by or having effect by virtue of

any subsequent enactment and for this purpose 'enactment' means any Act whether public general or local and includes any byelaw order rule regulation procedure scheme or other instrument having effect by virtue of an enactment

1.2.5 The terms "the Council" and "the Owners" shall include their successors in title and assigns

1.2.6 Headings are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer

2 STATUTORY POWERS AND COVENANTS

2.1 This Deed is made pursuant to Section 106 of the Act and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owners' interest in the Land

2.2 Covenants in this Deed falling within the provisions of section 106 of the Act shall be deemed to be expressed to be planning obligations to which the said section shall apply

2.3 Nothing contained or implied by this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Authority and its rights powers duties and obligations under all public and private statutes bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

3 CONDITIONALITY

This Deed is conditional upon:

3.1 the grant of the Planning Permission; and

3.2 Commencement of the Development save for the provisions of Clause 4.1 (legal costs) and Clause 13 (jurisdiction) which shall come into effect immediately upon completion of this Deed

4 THE OWNERS' COVENANTS

The Owners covenant with the Council to the intent that this Deed shall be enforceable without limit of time against the Owners and any person corporate or otherwise claiming title through or under the Owners to the Land or any part or

parts thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person as follows:

- 4.1 to pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed;
- 4.2 to notify the Council in writing ten (10) working days prior to (i) the Commencement of the Development with the date on which the Development is anticipated to be Commenced and (ii) Occupation of the Development with the date on which the Development is anticipated to be Occupied; and
- 4.3 to comply with the covenants set out in Schedules 1 and 2 of this Deed

5 DECLARATIONS AND ENFORCEABILITY

- 5.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires before the Development is Commenced
- 5.2 The Council will upon the written request of the Owners confirm in writing whether or not the obligations set out herein have been performed or otherwise discharged
- 5.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 5.4 The obligations in this Deed shall not be binding upon or enforceable against: (i) owners, occupiers or tenants of any Residential Units in private Occupation save for paragraph 1.7 of Schedule 1 only which shall be binding on the Occupiers of the Affordable Housing Units) and (ii) any statutory undertakers/utilities providers who acquire an interest in the Land for purposes solely related to their rights, powers, duties and functions as statutory undertakers/utilities providers

6 WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the

Council from enforcing any of the said terms and conditions or from acting upon any subsequent breach or default

7 INDEXATION

Any sum referred to in Schedule 2 shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable

8 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due until the date of payment

9 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all 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 the Land or unit of occupation purchased by reference to a plan

10 NOTICES

Any notice under this Deed shall be in writing and shall be sufficient if sent as follows:

- 10.1 to the Council if addressed to the Head of Planning and Development or such other proper officer as defined within the Local Government Act 1972 as amended for the time being at the address at the head of this Deed
- 10.2 to the Owners if sent to its addresses at the head of this Deed
- 10.3 to the Applicant if sent to its address at the head of this Deed or its registered office for the time being
- 10.4 and in any case by registered or recorded delivery post or if left at the premises or such other address as may have been notified by one party to the other for this purpose

11 THIRD PARTIES

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from the terms of this Deed and unless specifically provided no person other than the parties hereto or their successors in title shall have any benefit or any right to enforce any terms of this Deed

12 LOCAL LAND CHARGE

This Deed shall be registered as a local land charge

13 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales

14 DISPUTE RESOLUTION

Any dispute or difference between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being for the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission arbitration within the meaning of the Arbitration Act 1996

SCHEDULE 1
AFFORDABLE HOUSING

- 1.1 Not to Commence Development in respect of any Phase (or Sub-Phase as the case may be) unless and until the Affordable Housing Scheme has been Approved by the Council
- 1.2 The Owners shall provide and procure that the Affordable Housing Units within any Phase (or Sub-Phase as the case may be) shall be delivered in accordance with the Approved Affordable Housing Scheme for that Phase (or Sub-Phase as the case may be)
- 1.3 The Affordable Housing Units shall be constructed in accordance with the current Homes England Design and Quality Standards including the Code for Sustainable Homes Level 3 as published by Homes England (or successor body)
- 1.4 Not to Occupy or allow the Occupation of more than 70% of the Open Market Units in any Phase (or Sub-Phase as the case may be) containing Affordable Housing Units until all Affordable Housing Units (if any) in that Phase (or Sub-Phase as the case may be) have been:
 - 1.4.1 constructed and completed and made ready and available for residential Occupation; and
 - 1.4.2 transferred to a Registered Provider at such sum that accords with relevant Homes England/Housing Corporation funding requirements current at the date of construction of the Affordable Housing Units such transfer to be free from private rights of way and other encumbrances save for those specifically referred to in paragraph 1.6 of this Schedule and for the purposes of this Schedule only the expression "transfer" or "transferred" shall mean a transfer of the freehold or leasehold of the Affordable Housing Units or an agreement for sale agreed with the Registered Provider that has been unconditionally released for completion by the Owners
- 1.5 If requested to do so by the Council, the Owners will enter into a Nominations Agreement
- 1.6 The transfer referred to in paragraph 1.4 shall in each case grant:
 - a. full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and
 - b. full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and the conduits which shall be in the adjoining land up to and abutting the boundary of each Affordable Housing Unit all such services to be connected to the mains.
- 1.7 The Owners shall ensure and procure that the Affordable Housing Units shall only be used for Affordable Housing in accordance with the Approved Affordable Housing Scheme(s).

- 1.8 The covenants and restrictions in this Schedule 1 shall not be binding or enforceable against:-
- 1.8.1 any person or persons who shall at any time acquire the freehold interest in any Affordable Housing Unit or any person occupying an Affordable Rented Unit (or other form of rented Affordable Housing Unit) who exercises a statutory right to acquire such Affordable Housing Unit or against any person occupying a Shared Ownership Unit that either acquires the freehold in that Shared Ownership Unit or otherwise exercises a contractual or statutory right to staircase to acquire a 100% interest in such Affordable Housing Unit or any successors in title or mortgagees to any of the aforementioned parties
- 1.8.2 a mortgagee or chargee of any Registered Provider of the Affordable Housing Units or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider of social housing or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant mortgage charge or security documentation including all accrued principal monies, interest and costs and expenses; and
 - (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of Paragraph 1.7 of this Schedule 1 to this Deed which provisions shall determine absolutely

SCHEDULE 2

CONTRIBUTIONS AND OTHER OBLIGATIONS

1. HIGHWAY IMPROVEMENTS CONTRIBUTION

- 1.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay 25% of the Highways Improvements Contribution to the Council.
- 1.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 1.1 above has been made to the Council
- 1.3 Prior to the Occupation of the 21st Residential Unit the Owners shall pay a further 25% of the Highway Improvements Contribution to the Council.
- 1.4 The Owners shall not Occupy more than 20 Residential Units until such time as the payment in paragraph 1.3 above has been made to the Council.
- 1.5 Prior to the Occupation of the 41st Residential Unit the Owners shall pay a further 25% of the Highways Improvements Contribution to the Council.
- 1.6 The Owners shall not Occupy more than 40 Residential Units until such time as the payment in paragraph 1.5 above has been made to the Council.
- 1.7 Prior to the Occupation of the 60th Residential Unit the Owners shall pay the remaining 25% of the Highways Improvements Contribution to the Council.
- 1.8 The Owners shall not Occupy more than 61 Residential Units until such time as the payment in paragraph 1.7 above has been made to the Council.

2. LIBRARY CONTRIBUTION

- 2.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay the Library Contribution to the Council.
- 2.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 2.1 above has been made to the Council

3. RECREATIONAL, SPORTING AND COMMUNITY CONTRIBUTION

- 3.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay 25% of the Recreational, Sporting and Community Contribution to the Council.
- 3.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 3.1 above has been made to the Council
- 3.3 Prior to the Occupation of the 21st Residential Unit the Owners shall pay a further 25% of the Recreational, Sporting and Community Contribution to the Council.
- 3.4 The Owners shall not Occupy more than 20 Residential Units until such time as the payment in paragraph 3.3 above has been made to the Council.

- 3.5 Prior to the Occupation of the 41st Residential Unit the Owners shall pay a further 25% of the Recreational, Sporting and Community Contribution to the Council.
- 3.6 The Owners shall not Occupy more than 40 Residential Units until such time as the payment in paragraph 3.5 above has been made to the Council.
- 3.7 Prior to the Occupation of the 61st Residential Unit the Owners shall pay the remaining 25% of the Recreational, Sporting and Community Contribution to the Council.
- 3.8 The Owners shall not Occupy more than 60 Residential Units until such time as the payment in paragraph 3.7 above has been made to the Council.

4. EDUCATION CONTRIBUTIONS

- 4.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay to the Council 25% of the Education Contribution.
- 4.2 The Owners shall not Occupy any Residential Units until such time as the payment in paragraph 4.1 above has been paid to the Council
- 4.3 Prior to the Occupation of the 21st Residential Unit the Owners shall pay to the Council a further 25% of the Education Contribution.
- 4.4 The Owners shall not Occupy more than 20 Residential Units until such time as the payment in paragraph 4.2 above has been paid to the Council
- 4.5 Prior to the Occupation of the 41st Residential Unit the Owners shall pay to the Council a further 25% of the Education Contribution.
- 4.6 The Owners shall not Occupy more than 40 Residential Units until such time as the payment in paragraph 4.5 above has been paid to the Council
- 4.7 Prior to the Occupation of the 61st Residential Unit the Owners shall pay to the Council the remaining 25% of the Education Contribution.
- 4.8 The Owners shall not Occupy more than 60 Residential Units until such time as the payment in paragraph 4.7 above has been paid to the Council

5. SUSTAINABLE TRANSPORT CONTRIBUTION

- 5.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay 25% of the Sustainable Transport Contribution to the Council.
- 5.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 5.1 above has been made to the Council
- 5.3 Prior to the Occupation of the 21st Residential Unit the Owners shall pay a further 25% of the Sustainable Transport Contribution to the Council.
- 5.4 The Owners shall not Occupy more than 20 Residential Units until such time as the payment in paragraph 5.3 above has been made to the Council.

- 5.5 Prior to the Occupation of the 41st Residential Unit the Owners shall pay a further 25% of the Sustainable Transport Contribution to the Council.
- 5.6 The Owners shall not Occupy more than 40 Residential Units until such time as the payment in paragraph 5.5 above has been made to the Council.
- 5.7 Prior to the Occupation of the 61st Residential Unit the Owners shall pay the remaining 25% of the Sustainable Transport Contribution to the Council.
- 5.8 The Owners shall not Occupy more than 60 Residential Units until such time as the payment in paragraph 5.7 above has been made to the Council.

6. YOUTH SERVICE CONTRIBUTION

- 6.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay the Youth Service Contribution to the Council.
- 6.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 6.1 above has been made to the Council

7. HEALTH CONTRIBUTION

- 7.1 Prior to the Occupation of the 1st Residential Unit the Owners shall pay the Health Contribution to the Council.
- 7.2 The Owners shall not Occupy any Residential Unit until such time as the payment in paragraph 7.1 above has been made to the Council

8. DRAINAGE CONNECTION

- 8.1 The Owners shall use Reasonable Endeavours to grant the Drainage Connection Rights to the owners of the Red Land and/or the Blue Land (and evidence of the use of any such Reasonable Endeavours shall be provided to the Council upon receipt of a written request for the same) and the Owners shall not levy any charge or ransom on the owners of the Red Land and/or the Blue Land in relation to the grant of such rights and/or licence PROVIDED ALWAYS that the Owners shall be under no obligation to grant any such rights/licence where the same will prejudice, affect or otherwise frustrate the Owners' ability to construct or deliver the Development including (but not limited to) the Owners' ability to construct, install or deliver any of the drainage elements proposed for the Development as shown for indicative purposes only on drawing number 4800-201 appended hereto

SCHEDULE 3

COUNCIL'S COVENANTS

The Council covenants with the Owners as follows:

1. **CONTRIBUTIONS**

1.1 To use each of contributions paid under the terms of this Deed ("Contributions") for the relevant defined purposes only.

1.2 If any Contribution (or any part thereof) remains unspent or uncommitted by way of legally binding contract towards its defined purpose within 10 years from the date of the payment of the relevant Contribution (or where relevant the final instalment thereof) to repay the unspent sum to the payor along with any interest accrued thereon.

2. **PLANNING PERMISSION**

The Council will issue the Planning Permission as soon as reasonably practicable following completion of this Deed

SCHEDULE 4

NOMINATIONS AGREEMENT

BETWEEN

@ HOUSING ASSOCIATION LIMITED

and

THE COUNCIL OF THE BOROUGH OF BROXBOURNE

NOMINATION DEED

PURSUANT TO THE HOUSING ACTS 1985 AND 1996 AND THE HOUSING AND REGENERATION ACT 2008 AND THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982

Re: @ Hertfordshire

The Council of the Borough
of Broxbourne
Borough Offices
Bishops' College
Churchgate
Cheshunt
Hertfordshire
EN8 9XQ

Ref:

[NOTE: Ensure that the Nomination Form is attached at the end of the Second Schedule]

THIS DEED is made the day of

201@

BETWEEN:-

- (1) @ **HOUSING ASSOCIATION LIMITED** of @ (“the Registered Provider”) and
- (2) **THE COUNCIL OF THE BOROUGH OF BROXBOURNE** of Borough Offices
 Bishops’ College Churchgate Cheshunt Hertfordshire EN8 9XQ (“the Council”)

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Deed the following words shall have the following meanings: -

1.1 ***“Assured Tenancy”***

means a periodic tenancy of a type which is defined in accordance with the provisions of the Housing Act 1996 (as at the date of this Deed) not being an assured shorthold tenancy as therein also defined and being a tenancy which gives the tenant security of tenure and which is for a rent at a rate from time to time recommended by Central Government as being appropriate for the Dwelling

1.2 ***“Common Housing Register”***

means a register naming all persons who fit the Criteria and desire allocation to social housing available in the borough over which the Council presides being a register that all or most Registered Providers in the borough agree for the time being to adhere to in relation to the allocation of persons who fit the Criteria to their individual available housing stock

1.3 ***“Criteria”***

the criteria referred to in [Clauses 1.6 and 1.7 of this Deed] [the Section 106 Agreement]
[the Transfer]

1.4 ***“Dwelling”***

any one of the Dwellings

1.5 ***“Dwellings”***

[the @ no. @ bedroomed houses and @ no. @ bedroomed flats constructed on the Property]
[*The rented units specified in the First Schedule hereto and such further rented units
within the Borough of Broxbourne as may be agreed between the Council and the
Registered Provider] [and shown edged blue on the plan appended hereto]

[1.6 **“Housing Need”**

means a person in housing need if **EITHER** they are homeless or the dwelling which they occupy is overcrowded or unfit for human habitation **AND** their financial circumstances are such that they cannot house themselves in accommodation available on the open market which is not overcrowded or unfit for human habitation within the area of the Borough of Broxbourne whether because of advance rental payment requirements or otherwise and “homeless” “overcrowded” and “unfit for human habitation” shall be interpreted in accordance with the Housing Acts 1985 and 1996 or any statutory modification or re-enactment thereof] **OR** in the opinion of the Council given in writing that they are otherwise in housing need

[1.7 **“Local Connection”**

a person has a local connection if they or their spouse or the person with whom they live as a spouse are ordinarily resident within the area of the Borough of Broxbourne and have been for six months in the 12 months or 3 years in the 5 years immediately prior to their occupation of the Dwelling or have a parent or child or sibling such sibling being over 18 years of age so resident or have permanent employment in the said area **AND** are on the Council’s housing register maintained in compliance with its approved allocations scheme or in the opinion of the Council given in writing otherwise have a local connection]

1.8 **“Nomination Notice”**

a written notice given by the Council to the Registered Provider

1.9 ***“Nomination Rights”***

the right to nominate tenants to all first lettings of the Dwellings and to 75% of all subsequent lettings for the period of 70 years from the date on which the Council is served with the first Vacancy Notice referred to in clause 1.1 of the SLA (“the Notice Date”) for the Council to nominate tenants to the Dwellings

1.10 ***“Nominee”***

a person named in a nomination notice

1.11 ***[“Property”***

the land situate at and known as @ Hertfordshire all of which land is shown edged red on the plan attached [hereto] [to the Transfer] [to the Section 106 Agreement]]

1.12 ***“Registered Provider”***

means a registered social landlord within the meaning of Part I of the Housing Act 1996 (or any statutory modification re-enactment thereof) and registered with the Homes and Communities Agency as regulator of Social Housing pursuant to Section 1 of that Act and the Housing and Regeneration Act 2008

1.13 ***[“Section 106 Agreement”***

the agreement made between the Council (1) @ (2) @ (3) and @ Housing Association Limited (4) and dated @]

1.14 ***“SLA”***

the Service Level Agreement in the form specified and contained in the [Second] Schedule hereto or such other Service Level Agreement as may from time to time be agreed by the parties

1.15 ***[“Transfer”***

the transfer of the Property of even date herewith and made between [the parties hereto]]

1.16 ***“Vacancy Notice”***

a written notice given by the Registered Provider to the Council in a form to be provided by the Council to the Registered Provider

1.17 ***“Working Day”***

Monday to Friday inclusive each week excluding any statutory bank or public holidays

1.18 The parties hereto expressed as “the Council” and “the Registered Provider” shall include their respective successors in title

1.19 Words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa

1.20 The reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof

1.21 Any reference to a clause or a schedule is unless the context otherwise requires a reference to a clause or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears

2. WHEREAS: -

2.1 The Council is a Housing Authority for the purposes of the Housing Act 1985

2.2 The Registered Provider is a social landlord and has agreed to enter into this Deed to grant to the Council Nomination Rights over the Dwellings

3. NOW THIS DEED WITNESSETH as follows: -

3.1 The Registered Provider hereby grants to the Council the Nomination Rights over the Dwellings

3.2 The Registered Provider covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 that the it and its successors in title shall observe and perform the covenants and restrictions referred to in this Deed

3.3 The Council and the Registered Provider hereby agree that each will act in accordance with the SLA

- 3.4 The Council and the Registered Provider further hereby agree that **PROVIDED THAT** the Registered Provider participates in the Common Housing Register scheme the Council will not exercise the Nomination Rights
- 3.5 The Registered Provider agrees that the Dwellings shall only be let on an Assured Tenancy basis **SAVE** where the Council and the Registered Provider agree in writing that the Registered Provider may issue starter tenancies where it has a starter tenancy scheme notified to the Homes and Communities Agency that would apply to the Dwellings
- 3.6 The Registered Provider shall where no nomination in respect of a Dwelling is forthcoming from the Council in accordance with the Nomination Rights **AND** with the consent in writing of the Council (such consent not to be unreasonably withheld) be free to let the Dwelling and/or Dwellings to a person of its choice who complies with the Criteria
- 3.7 The Registered Provider shall in respect of all first lettings of the Dwellings referred to in the definition of Nomination Rights use its reasonable endeavours to ensure that each letting shall be to a person nominated by the Council and thereafter during the said period of seventy years and in each period commencing on 1 April in each year the Registered Provider shall do likewise but in respect of 75% of the said lettings only
- 3.8 The Registered Provider shall not be obliged to let a Dwelling to anyone unless satisfied that that person falls within the category of persons permitted to occupy the Dwelling in accordance with the Criteria
- 3.9 The Registered Provider shall be entitled to sell the Dwelling(s) where the Tenant thereof exercises either its preserved right to buy in accordance with Section 171A of Part V of the Housing Act 1985 or the right to acquire in accordance with Section 180 of the Housing and Regeneration Act 2008 (as the case may be) or any similar statutory entitlement whether in whole or part shares **PROVIDED THAT** the Registered Provider shall (subject to applicable regulatory requirements) use its best endeavours to forthwith apply the proceeds

of any sale of the whole or part share of (as the case may be) of the Dwelling(s) in acquiring alternative housing accommodation within the Borough of Broxbourne and shall:-

- 3.9.1 notify the Council of a sale of the whole or part share of the Dwelling(s) within 14 days of completion thereof;
- 3.9.2 notify the Council of the address of such alternative housing accommodation within 14 days of the said acquisition of the share; and
- 3.9.3 enter into a nomination deed on the same terms as this Deed in respect of such alternative housing for the residue of the term of this Deed
- 3.10 The Registered Provider may not assign this Deed or its obligations hereunder without the written consent of the Council which shall not be withheld or delayed upon the Registered Provider procuring the entering into by any assignee of a nomination deed in respect of the Dwellings in a form substantially in the same form as this Deed and provided that written notice of assignment has been given to the Council within twenty one days of such assignment the Registered Provider shall have no further liability to the Council hereunder with effect from the date of such assignment
- 3.11 The provisions of this Deed shall become binding upon the parties hereto upon the execution hereof and it is hereby agreed that a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999
- 3.12 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by fax email or pre-paid first class post to the address of the parties indicated above or other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting
- 3.13 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the

provisions of the Arbitration Acts 1996 or any statutory re-enactment or modification for the time being in force

- 3.14 The provisions of this Deed shall not bind any mortgagee chargee receiver or manager including an administrative receiver of [either the Registered Provider or*] the owner of any of the Dwellings acquired pursuant to Section 180 of the Housing and Regeneration Act 2008 or any statutory modification or re-enactment thereof

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

[THE FIRST SCHEDULE

hereinbefore referred to]

(rented units)

** Note: if these words are included then the Registered Provider's successor on a power of sale will not be subject to the Council's nomination rights expressed in this Deed which will then be lost. Historically, RP's were very insistent that borrowing was/is extremely difficult for them if a lender is subject to the provisions of this Deed when endeavouring to dispose upon a power of sale.*

THE [SECOND] SCHEDULE (hereinbefore referred to)

**SERVICE LEVEL AGREEMENT FOR NOMINATIONS BETWEEN
BOROUGH OF BROXBOURNE (LA) AND REGISTERED PROVIDER (RP)**

This Agreement sets out the standards expected for the prompt letting by the RP of properties to which the LA has nomination rights, outlining the expectations placed upon both the RP and LA.

The Council operates a Common Housing Register (CHR) and Housing Allocations Policy (HAP), and it is a condition of compliance with this agreement and/or schedule that the individual RP signs up to the CHR and HAP or successor policies.

Under the CHR the RP is required to provide 100% of all voids in Broxbourne Borough to the LA to be let through the CHR. The LA will then ensure that 25% of all lettings are ring fenced for RP preferred partner tenants.

In the event that the Council ceases to operate a CHR the Council would require 100% of nominations to the first letting, and 75% of all subsequent nominations.

1. NOMINATIONS

- 1.1 The RP will request the nomination(s) as soon as it is notified of an impending vacant property(s). For new build schemes this will be no more than six weeks and no less than four weeks in advance of the estimated handover date.
- 1.2 Nominations will be requested on a completed standard form (attached) with the estimated lettings date included where known. Requests to be made by fax/e-mail.
- 1.3 Under the Choice Based Lettings (CBL) system, the Local Authority will aim to provide 100% of nominations within 18 working days from the receipt of the request. If the RP can provide the data by the appropriate day of the CBL cycle, the LA will provide nominations within 10 working days. Where a property is allocated through a direct offer, the LA will aim to provide 100% of nominations within 7 working days from the receipt of the request. If there is not a suitable nomination, the LA will advise within 3 working days of the CBL shortlist closing.
- 1.4 Once a vacancy notice in the RPs' standard form is received, if all parties agree the LA may provide a number of reserve nominations.

2. ACCEPTANCES AND REFUSALS

- 2.1 If the RP considers that the nomination is unsuitable, they will notify the LA within 2 working days, stating the exact reason(s). Examples of this may be:

- If a nominee's housing status has changed since their application to the LA.
- It is found that fraudulent or otherwise inaccurate information has been given to obtain housing.

Where the RP proposes to reject a nomination it is expected that the RP will discuss their reasons with the Council prior to sending formal notification. When nominations are

requested by RPs, all relevant information should be stated. Any approaches for refusal not stated in the original nominations form will not normally be accepted.

Where the Council does not accept the reasons for rejection as being consistent with the CHR, the RP will be formally notified.

- 2.2 If the nominee does not respond to contact from the RP the LA will be notified within 7 working days from the date the RP contacted the nominee.
- 2.3 If the nomination is unsuitable or if the nominee has not responded to contact from the RP, the LA will provide a new nomination within 2 working days from the date they are notified by the RP.
- 2.4 The prospective tenant should view the actual property or a similar show property prior to formally accepting it. If the nominee fails to give confirmation, within 2 working days of viewing the property, that they wish to accept it, a further nomination shall be sought.
- 2.5 In the case of homeless applicants, if the nominee appeals to the LA that the offer is unsuitable then the LA will provide a further nomination within 3 working days. However, in exceptional circumstances, e.g. if the property offered is particularly suited to the nominee and a further property of its kind is not likely to be available after the appeal, the LA may request that the RP keep the property available on the understanding that the void costs will be met by the LA (plus associated costs, for example- vandalism).
- 2.6 In all cases, if the offer is refused, the RP will provide the reasons given by the nominee for the refusal
- 2.7 LA and RP will discuss an action plan if there have been three or more refusals of the same unit. This will occur within 2 working days of the third refusal.
- 2.8 The RP will notify the LA of successful nomination(s) within 5 working days of the nominee signing the tenancy agreement.
- 2.9 In the event that the RP does not offer a Tenancy Agreement within one month of serving a vacancy notice, as a result of a delay in a dwelling becoming available, the RP shall confirm via fax or e-mail that the LA wishes its original nomination to proceed.

3. PROVISION FOR TENANTS

- 3.1 The LA will accept RP tenants who reside within the borough onto their transfer list as part of the CHR. The applicant's housing need will be assessed in line with the LA's transfer scheme policy following completion of a transfer application form by the tenant. For the purpose of the CHR, tenants of all participating RP's are prioritized according to the published points scheme.
- 3.2 If the RP has a tenant whom they wish to move on management grounds (this includes incidents of harassment) the LA will assess the situation in line with its own policies in dealing with management moves as set out in the CHP and HAP. Management moves (whether agreed by the Council or not) will be considered as a transfer, and not a council nomination, and shall be re-worked to form part of the 25% of lettings ring fenced for RP tenants under the CHR.

4. MISCELLANEOUS

- 4.1** For new lets the RP will offer a joint visit with the LA Housing Needs Section and Affordable Housing Development Section to the site before requesting the nomination.
- 4.2.1** The RP is responsible for identifying all properties which are suitable for wheelchair access or otherwise adapted for the use of disabled tenants.
- 4.2.2** Where an RP does not seek a nomination from the Council for a void property, but lets it by some other route outside of the CHR it will inform the Council, giving its reasons. Where this occurs, the letting shall be reworked to form part of the 25% of lettings ring fenced for RP tenants under the CHR.
- 4.3.1** The RP will provide monthly lettings returns of the previous months lettings of all lettings in the borough. In circumstances where the level of annual lettings is less than 15 the LA will accept lettings returns on a quarterly basis of all letting agreements.
- 4.3.2** The Council will provide quarterly reports on lettings data indicating the breakdown of lettings to RP tenants, and others, and by property size and type.
- 4.3.3** Information held by the Council and RPs about applicants will be shared in accordance with an agreed protocol.

EXECUTED as a Deed by affixing the Common Seal of
@ HOUSING ASSOCIATION LIMITED
in the presence of:

Board Member

Print Name

Secretary

Print Name

EXECUTED as a Deed
by affixing the Common Seal of
**THE COUNCIL OF THE
BOROUGH OF BROXBOURNE**
in presence of:

Authorised Signatory

Print Name

IN WITNESS whereof the parties hereto have executed and delivered this document as a deed the day and year first before written

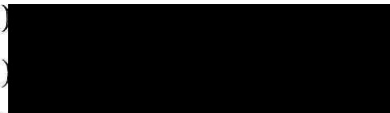
323

EXECUTED under the)
COMMON SEAL of the)
BOROUGH OF BROXBOURNE)
in the presence of:-)



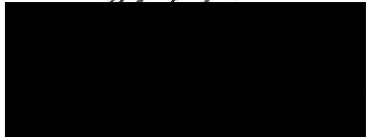
Authorised Signatory [Redacted]
Authorised Signatory [Redacted]

SIGNED AS A DEED)
by)
ROSALIA DILETO)
in the presence of:-)



Gisby Harrison Solicitors
Goffs Oak House
617 Goffs Lane, Goffs Oak
Herts, EN7 5HG

SIGNED AS A DEED)
by)
ROSALIA DILETO as executrix of)
PIETRO DILETO)
in the presence of:-)



Gisby Harrison Solicitors
Goffs Oak House
617 Goffs Lane, Goffs Oak
Herts, EN7 5HG

SIGNED AS A DEED)

by)

VINCENZO DILETO)

in the presence of:-)

Braddon & Snow Solicitors
Montagu House
68 High Street
Hoddesdon
EN11 8HA

SIGNED AS A DEED)

by)

GIUSEPPE DILETO)

in the presence of:-)

Braddon & Snow Solicitors
Montagu House
68 High Street
Hoddesdon
EN11 8HA

SIGNED AS A DEED)

by)

GIUSEPPE DILETO)

as Executor of)

ANTONINO DILETO)

in the presence of:-)

Braddon & Snow Solicitors
Montagu House
68 High Street
Hoddesdon
EN11 8HA

SIGNED AS A DEED)

by)

GAETANA RE)

in the presence of:-)



GISBY HARRISON SOLICITORS
GOFFS OAK HOUSE
617 GOFFS LANE
CHESHUNT, HERTS
EN7 5HG

SIGNED AS A DEED)

by)

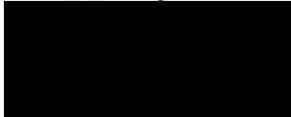
GAETANA RE)

As Executrix of)

GIUSEPPE LETO)

)

in the presence of:-)



GISBY HARRISON SOL
GOFFS OAK HOUSE
617 GOFFS LANE
CHESHUNT, HERTS
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SIGNED AS A DEED)

by)

GIUSEPPE ANTONIO CRIMAUDO)

)

in the presence of:-)



Gisby Harrison
Goffs Oak Ho
617 Goffs Lar
Herts, EN7 5H

SIGNED AS A DEED)

by)

SALVATORE CRIMAUDO)

)

in the presence of:-)



GISBY HARRI
GOFFS OAK H
617 GOFFS L
CHESHUNT, H
EN7 5HG

SIGNED AS A DEED)

by)

EMMA MAZZIOTTA)

)

in the presence of:-)



GISBY HARRISON SOLICITORS
GOFFS OAK HOUSE
617 GOFFS LANE
CHESHUNT, HERTS
EN7 5HG 24



SIGNED AS A DEED

by

CALOGERO DILETO

in the presence of:-

Braddon & Snow Solicitors
Montagu House
68 High Street
Hoddesdon
EN11 8HA

EXECUTED AS A DEED

By **LANDCHAIN LIMITED**

In the presence of:

Director

~~Director/Secretary~~

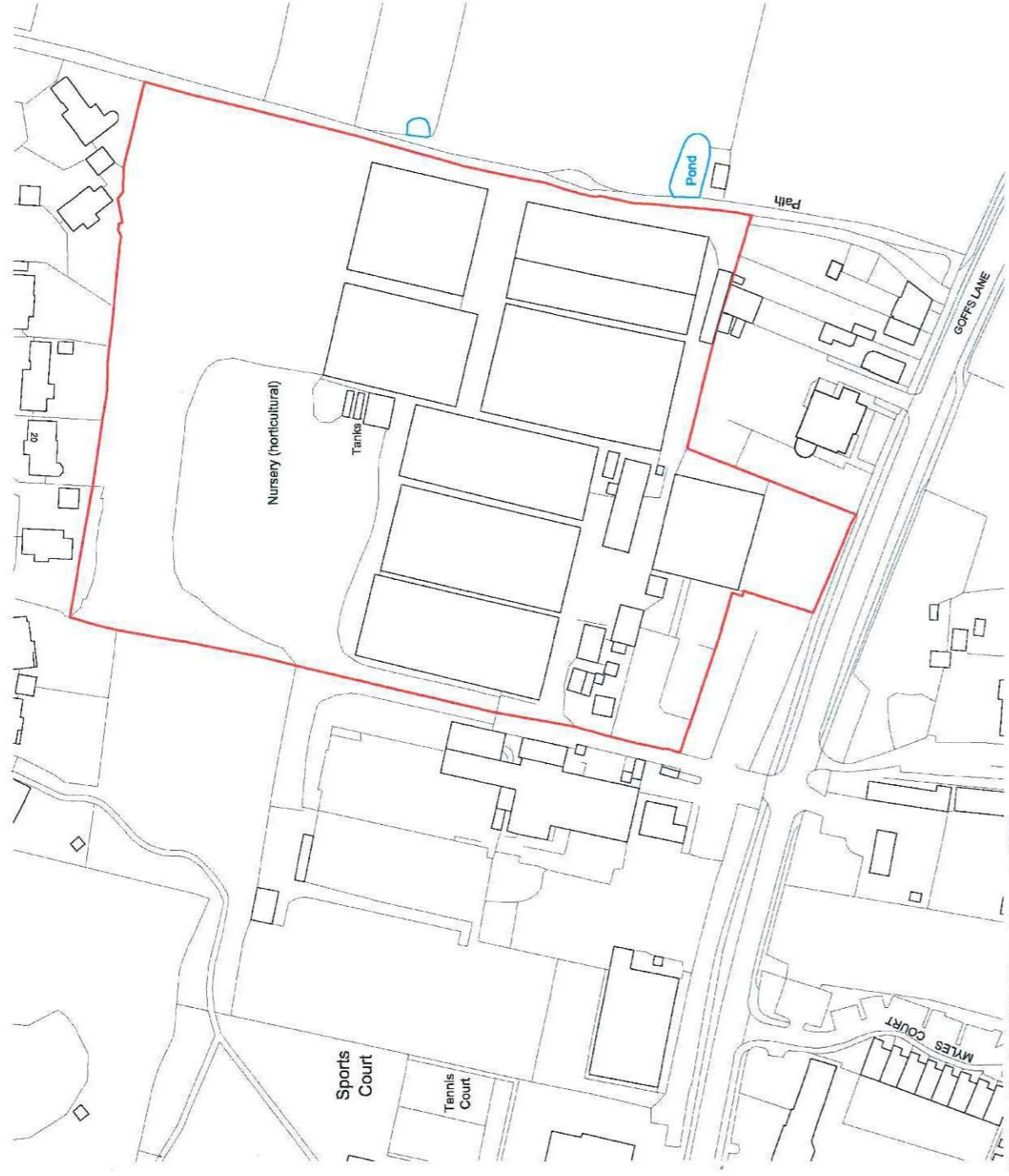
In the presence of:

REBECCA MORLAND

85 DRAKEFIELD ROAD

LONDON

SW17 8RS



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01 Location Plan
1:1250



The Nursery, The Old Rectory, Westgate, Tinas Valley, Goffs Oak, Goffs Lane
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Location Plan

PLANNING

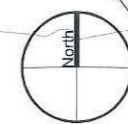
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Date: October 2018

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AUTHORISED SIGNATORY



Notes
The Contractor is to check all dimensions and conditions on site before commencing. Do not scale from this drawing.
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Scale Bars TO BE USED ONLY AS GUIDANCE

1:100	mm	0	1000	2000	3000	4000
1:200	mm	0	1000	2000	3000	4000
1:500	m	0	10	20	30	40
1:1000	m	0	10	20	30	40

KEYPLAN



AUTHORISED SIGNATURE

Rev	Description	By	Date		
01	Larchglade Ltd				
02	Green Oaks Village				
03	Planning - Existing Site Plan				
04	P5206_1101				
Date	17/01/19	Scale	1:500	Sheet	@ A1
Author	HTP	Reviewer	JL		
Planning	Tender	Construction			
Design	Contract	As Built			

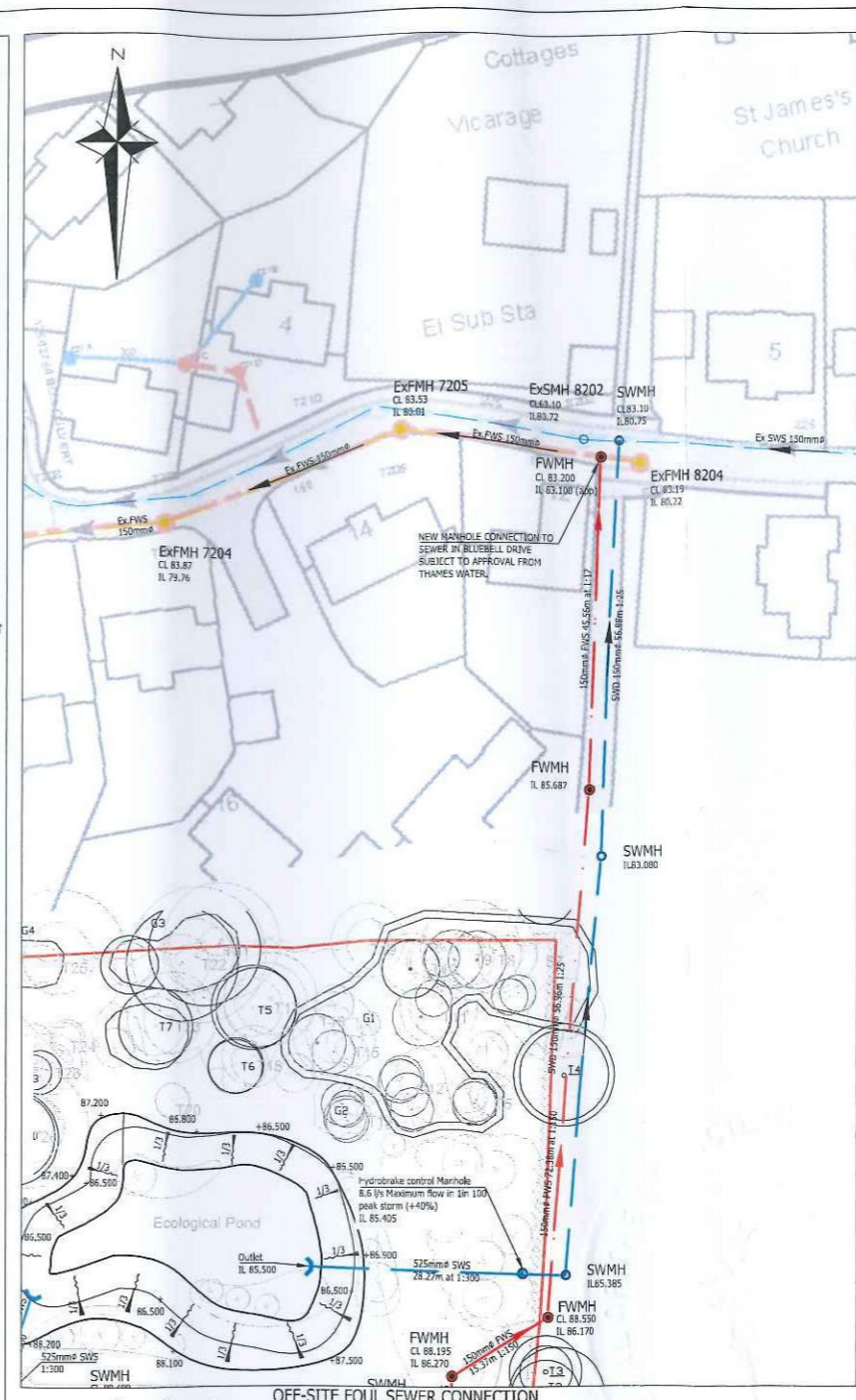
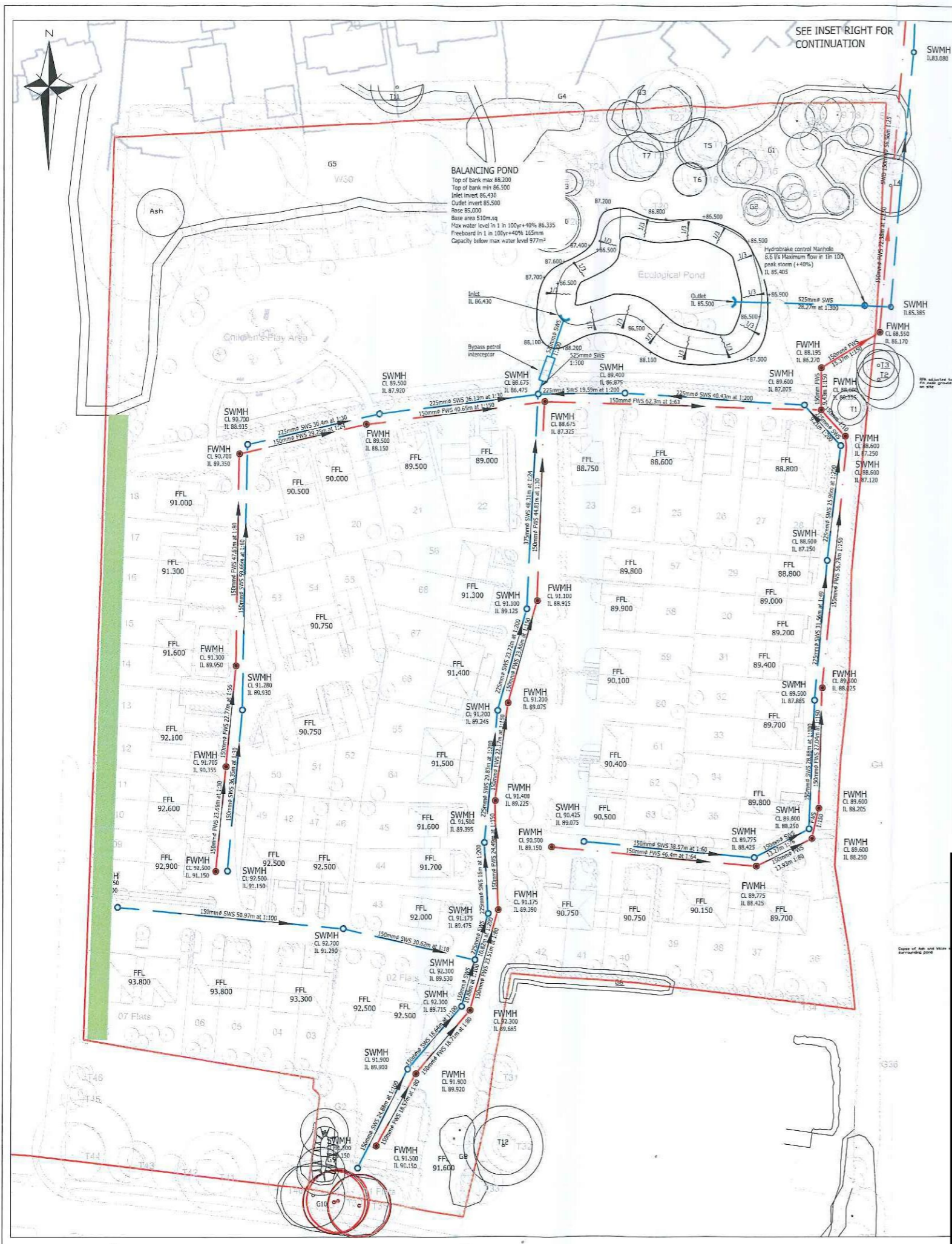
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- GENERAL NOTES**
- The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non-intrusive observations, record drawings or the I&E. The contractor shall safely carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate, any discrepancies shall be notified to gta prior to works commencing.
 - Tender or billing drawings shall not be used for construction or the ordering of materials.
 - Do not scale. All dimensions and levels to be site confirmed.
 - This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements.
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 - All drawings specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Client's risk, gta hold no responsibility for resulting abortive works or costs.

- ABBREVIATIONS**
- | | |
|-------|-------------------------------|
| APP | APPROXIMATE |
| CL | COVER LEVEL |
| EXFMH | EXISTING FOUL SEWER MANHOLE |
| FFL | FINISHED FLOOR LEVEL |
| FWMH | ADOPTABLE FOUL MANHOLE |
| PWS | ADOPTABLE FOUL SEWER |
| IL | INVERT LEVEL |
| SWMH | PRIVATE SURFACE WATER MANHOLE |
| SWS | PRIVATE SURFACE WATER SEWER |

- KEY**
- ADOPTABLE FOUL SEWER
 - PRIVATE SURFACE WATER SEWER
 - EXISTING FOUL SEWER
 - SWMH PRIVATE SURFACE WATER SEWER MANHOLE
 - FWMH ADOPTABLE FOUL SEWER MANHOLE
 - EXFMH ADOPTABLE FOUL SEWER MANHOLE
 - EXSMH ADOPTABLE SURFACE WATER SEWER MANHOLE

- DESIGN NOTES**
- CONNECTION TO PUBLIC FOUL SEWER SUBJECT TO APPROVAL FROM THAMES WATER VIA S106 APPLICATION.
 - PROPOSED OUTFALL TO EXISTING DITCH TO BE APPROVED BY THE LEAD LOCAL FLOOD AUTHORITY.
 - EXISTING DITCH TO BE FULLY SURVEYED PRIOR TO DETAILED DESIGN.

AUTHORISED SIGNATORY

INITIAL ISSUE	08.02.19	JP	NR
Rev	Amendments	Date	Disn
Status	PRELIMINARY		
Client	LANDCHAIN		
Architect	MORSE WEBB ARCHITECTS		
Project	GOFFS LANE, GOFFS OAK WALTHAM CROSS		
Title	THAMES WATER REQUISITION DRAINAGE STRATEGY		
Date	FEB '19	Scale @ A1	1:500
Base Layout Ref.	CAD File ref.		
Clients Ref.	Project Ref. 4800		

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Drawing Number: 4800-201 Rev: -