

DATED

2022

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

GRAHAM BULLARD AND JEAN MARGARET BULLARD

and

QUANTA HOMES 6 LIMITED

DEED

Under Section 106 and Section 106A of the Town & Country
Planning Act 1990 relating to land at Kelshall Road,
Therfield, Hertfordshire

Legal Services
North Hertfordshire
District Council
Council Offices, Gernon
Road Letchworth Garden
City Hertfordshire SG6 3JF
(Ref:21/03533/FP/LL14405)

THIS DEED is made the _____ day of _____ 2022

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF (the "Council");
 - 2 **GRAHAM BULLARD** and **JEAN MARGARET BULLARD** of 1 The Grange, Therfield, Royston SG8 9QG (the "Owner"); and
 - 3 **QUANTA HOMES 6 LIMITED** (Co. Regn. No. 10553092) whose registered office is at Chester House, 81-83 Fulham High Street, Fulham, England, SW6 3JA (the "Developer")
- together the "Parties".

RECITALS

- A The Council is the local planning authorities for the Site for the purposes of the Act.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The Owner is the registered freehold proprietor of the Site registered at HM Land Registry under Title Number HD307468 free from encumbrances that would prevent the Owner from entering into this Deed.
- D The Developer has an interest in the Site under an option to purchase the Site in an option agreement dated 27 September 2018.
- E On 24 December 2021 the Developer submitted the Application to the Council for Planning Permission for the Development.
- F The Council is disposed to grant planning permission in respect of the Development and has agreed to confirm that the restrictive and other covenants in the Original Agreement (as amended by the First Deed of Variation) shall cease to be enforced insofar as they relate to the Development Land in order to enable the Development to go ahead.
- G The Owner enters into this Deed to confirm that the Owner consents to the restrictive and other covenants relating to landscaping, planting and

maintenance in relation to the part of the Landscaped Area that is within the Site as secured in the Original Agreement (as amended by the First Deed of Variation) shall continue in full force and effect.

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;

"Application"

means the application for detailed planning permission for the Development submitted to the Council with the application plans and other materials on 24 December 2021 and allocated reference number 21/03533/FP;

"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;

"Construction Period"

means the period of construction of the Development between Commencement of Development and Practical Completion of the Development;

"Development"

means the development authorised by the Planning Permission and described as the erection of three detached dwellings (1 x 4-bed, 1 x 5-bed and 1 x 6-bed) with associated infrastructure and landscaping within the Application;

"Development Land"

means that part of the Site other than the Landscaped Area;

"Dwelling"

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

"First Deed of Variation"

means the first deed of variation made pursuant to Section 106 and Section 106A of the Act between the Council and David Miller dated 4 March 1996 that varied the Original Agreement a copy which is attached at the Annex of this Deed;

"Landscaped Area"

the land which is reserved for landscaping in accordance with Clause 3(a) of the Original Agreement (as amended by the First Deed of Variation) and the First Schedule and Second Schedule of the First Deed of Variation which is shown coloured red on Plan 1 in the First Deed of Variation (relating to the Site and land outside the Site) as attached in the Annex of this Deed;

"Original Agreement"

means the agreement made pursuant to Section 106 of the Act between the Council and David Miller dated 6th August 1993 as varied by the First Deed of Variation a copy which is attached at the Annex of this Deed;

"Plan 1"

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

"Planning Permission"

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

"Practical Completion"

means the issue of a certificate of practical completion by the Owner's architect certifying the completion of any part of the Development so that such part can be used for the purpose and operate in the manner for which it was designed and "Practically Complete" and "Practically Completed" shall be

H.M. LAND REGISTRY		TITLE NUMBER	
		HD 307468	
ORDNANCE SURVEY PLAN REFERENCE	TL 3337	Scale 1/1250 Enlarged from 1/2500	
ADMINISTRATIVE AREA		HERTFORDSHIRE: NORTH HERTFORDSHIRE	© Crown copyright

Plan 1



construed accordingly;

"Site"

the land known as land at Kelshall Road, Therfield as registered at the Land Registry under title number HD307468 which for identification purposes only is shown edged red on Plan 1;

2. Where the context provides:
 - 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
 - 2.2 references to any Party means a party to this Deed and in the case of the Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the case of the Council shall include successors to their respective functions;
 - 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
 - 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification;
 - 2.5 any reference to clauses and schedules are references to clauses and schedules to this Deed;
 - 2.6 headings in the Deed shall not form part of or affect its construction;
 - 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
 - 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and
 - 2.9 any covenant by the Owner not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and each of their successors in title and assigns to each and every part of the Site and any person deriving title to each and every part of the Site 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 with the Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof PROVIDED THAT the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or in respect of any easements relating to cables, pipes or other service media running under the Site nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense.
- 3.4 The parties confirm that nothing in this Deed effects the Original Agreement (as amended by the First Deed of Variation) in relation to land that is bound by the Original Agreement (as amended by the First Deed of Variation) that is outside of the Site and the covenants that relate to that land shall continue in full force and effect.

4. LEGAL EFFECT AND CONDITIONALITY

- 4.1 The provisions of clauses 11, 12 and 14.4 shall come into effect immediately upon completion of this Deed.

4.2 Save for clause 4.1, this Deed is conditional upon:

- a) the grant of the Planning Permission; and
- b) the Commencement of the Development

4.3 Upon Commencement of the Development:

a) in respect of the Development Land, the Council shall cease to enforce the provisions in the Original Agreement (as amended by the First Deed of Variation) during the Construction Period that relate to the Development Land PROVIDED THAT the Development Land shall only be used for the construction of the Development in accordance with the Planning Permission and any uses ancillary to the construction of the Development;

b) in respect of the Landscaped Area within the Site, the Owner agrees and confirms that the restrictive and other covenants in the Original Agreement (as amended by the First Deed of Variation) that relate to the Landscaped Area within the Site shall continue in full effect in relation to the Landscaped Area within the Site;

4.4 Upon Practical Completion of the Development:

a) in respect of the Development Land, the Council confirms to the Owner and their successors in title to the Development Land that the covenants and obligations within the Original Agreement (as amended by the First Deed of Variation) that relate to the Development Land shall cease to be enforced in perpetuity PROVIDED THAT clause 2 of the Original Agreement (revocation of agreement dated 15th September 1978) shall remain in effect;

b) in respect of the Landscaped Area within the Site, the Owner covenants with the Council to observe the restrictions and to perform the obligations and activities in Original Agreement (as amended by the First Deed of Variation) that relate to the Landscaped Area within the Site and confirms that those covenants shall continue in full effect in relation to the Landscaped Area within the Site.

5. [NOT USED]

6. EXERCISE OF THE POWERS OF THE COUNCIL

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

7. WAIVER

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

8. CONSENTS

8.1 The Developer consents to the execution of this Deed and acknowledges that the Site shall be bound by the restrictions and covenants contained in this Deed and agrees its rights in relation to the Site shall be deferred and that planning obligations in favour of the Council shall have priority and it is acknowledged that the Developer enters into this Deed in order to give consent to its terms only and will not be bound by its terms unless it acquires a freehold or long leasehold interest in the Site.

8.2 The Owner warrants and confirms that it has obtained all necessary permissions and consents to it entering into this Deed.

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

8.4 The Owner warrants and confirms that the Site is free from all mortgages charges or other encumbrances and that no other person apart from the Developer has an interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests in it.

9. SUCCESSORS IN TITLE

No Person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their interest in the Site or any part to which such breach relates PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation

of rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause.

10. PLANNING PERMISSION

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

11. COSTS

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

12. REGISTRATION OF THIS DEED

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

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 written notice within 7 days of:

14.1 the Commencement of the Development;

14.2 the Practical Completion of each Dwelling;

14.3 the Practical Completion of the Development; and

14.4 any change of any interests in the Site occurring before the completion of the Development 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 Site 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 in the form of proforma set out in Schedule Two and shall contain the Application reference number 21/03533/FP and reference to the date of

this Deed and such notice shall be sufficiently given if sent by first class post or facsimile to the following persons

The Council Development Control and Conservation Manager North
Hertfordshire District Council Council Offices Gernon Road
Letchworth Garden City Hertfordshire SG6 3JF
ref:21/03533/FP

The Owner at the address on the page 2 of this Deed

16 DETERMINATION OF DISPUTES

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

- 16.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement
- 16.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed
- 16.3 The person to be appointed pursuant to clause 16.2 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development
- 16.4 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions
- 16.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares
- 16.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- 16.7 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute

17 MISCELLANEOUS

17.1 Without prejudice to the Council's statutory rights the Owner hereby grants to the Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Site to inspect any of the works carried out or to be carried for the purposes of the Development and any materials used or to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council gives the Owner two days notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.

17.2 At the written request of the Owners at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

17.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Site in accordance with a planning permission (other than the Planning Permission subject to clause 18) granted whether before or after the date of this Deed by the Council or any other competent authority.

17.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

18 SECTION 73

18.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act (or any re-enactment or replacement) in respect of the conditions in the Planning Permission references in this Deed to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

19 JURISDICTION

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

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

20 EXECUTION

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

SCHEDULE ONE
DRAFT PLANNING PERMISSION

NORTH HERTFORDSHIRE DISTRICT COUNCIL

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

DRAFT DECISION NOTICE

Correspondence Address:

Phase 2 Planning And Development Ltd
270 Avenue West
Skyline 120
Great Notley
CM77 7AA

Applicant:

Mr R Du Toit And Mr And Mrs G Bullard

PARTICULARS OF DEVELOPMENT

Application: 21/03533/FP

Proposal: Erection of three detached dwellings (1 x 4-bed, 1 x 5-bed and 1 x 6-bed) with associated infrastructure and landscaping.

Location: Land West Of Tuthill House, Kelshall Tops, Therfield, Hertfordshire,

Plan Nos: 1549_101.00 1549_102.00 1549_300..01 1549_301.00
1549_302.00 1549_303.00 1549_304.00 1549_305.00
1549_306.00 1549_310.00 1549_311_00

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 24 December 2021, subject to the following condition(s):

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

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

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

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

3. Details and/or samples of materials to be used on all external elevations and the 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 the approved details shall be implemented on site.

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

4. Prior to the commencement of the development hereby permitted full details of a comprehensive hard and soft landscaping and planting scheme shall be submitted to and approved in writing by the Local Planning Authority. All approved hard landscaping shall be completed prior to the first occupation of the development and thereafter retained and maintained to the satisfaction of the Local Planning Authority. The approved soft landscaping / planting details 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 ensure that the full landscaping scheme set out in the application is improved and implemented in full in a timely manner in the interests of phasing and to ensure the development is comprehensively landscaped in the interests of visual amenity.

5. Prior to the commencement of the development hereby permitted a full management plan and method statement to achieve the break up and safe and sustainable disposal of the concrete apron on the site shall be submitted to and approved in writing by the Local Planning Authority. Such works shall thereafter be carried out in complete accordance with the approved details or particulars unless otherwise agreed in writing by the Local Planning Authority and must be completed prior to the first occupation of the development hereby permitted.

Reason: To ensure the correct phasing of the development and to enable a comprehensive soft landscaping plan to be delivered on this site in association with the development hereby permitted.

6. The development hereby permitted shall not commence until the proposed access has been constructed 4.8m wide complete with 6.0m radius kerbs for at least 12m into the site, and the verge shall be reinstated to the current specification of Hertfordshire County Council and the Local Planning Authority's satisfaction. These works shall be secured and undertaken as part of the S278 works.

Reason: To ensure suitable, safe and satisfactory planning and development of the site in accordance with Policy 5 of the Hertfordshire Local Transport Plan.

7. Prior to occupation of the development hereby permitted vehicle to vehicle inter-visibility splays of 2.4m by 57m to the eastern direction and 2.4m by 59m to the western direction shall be provided and permanently maintained, within which there shall be no obstruction to visibility between 600mm and 2.0m above the carriageway level. These measurements shall be taken from the intersection of the centre line of the permitted access with the edge of the carriageway of the highway respectively into the application site and from the intersection point along the edge of the carriageway.

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

8. The gradient of the main access from the adjacent Kellshall Road shall not exceed 1 in 20 for the first 12m from the edge of the carriageway into the site as measured from the near channel edge of the adjacent carriageway.

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

9. Before the development hereby approved is first occupied, all on site vehicular areas shall be accessible and surfaced in a manner to the Local Planning Authority's approval so as to ensure satisfactory parking of vehicles outside highway limits. Arrangements shall be made for surface water from the site to be intercepted and disposed of separately so that it does not discharge into the highway.

Reason: In order to minimise danger, obstruction, and inconvenience to users of the highway and of the premises.

10. No development shall commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the construction of the development shall only be carried out in accordance with the approved plan. The Construction Management Plan shall include details of the following:
 - a. Construction vehicles, number, type and routing;
 - b. Access arrangements to the site for construction vehicles;
 - c. Traffic management arrangements;
 - d. Construction and storage compounds (including areas designate for parking, loading and turning areas);
 - e. Siting and details of wheel washing facilities;
 - f. Clearing of site entrance, site tracks and the adjacent public highway;

- g. Timing of construction activities (including delivery times and removal of waste) and to avoid school pick up and drop off times;
- h. Provision of sufficient on-site parking prior to commencement of construction activities;
- i. Post construction restoration/reinstatement of the working areas and temporary access the public highway;
- j. Where works cannot be contained wholly within the site a plan should be submitted showing the site layout on the highway including extent of hoarding, pedestrian routes and remaining road width for vehicle movements;

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

11. A) No development shall take place until an archaeological Written Scheme of Investigation has been submitted to and approved in writing by the Local Planning Authority. 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 required by the evaluation results;
 - 3. The programme for post investigation assessment;
 - 4. Provision to be made for analysis of site investigation and recording;
 - 5. Provision to be made for publication and dissemination of analysis and records of the site investigation;
 - 6. Nomination of a competent person or persons/organisation to undertake the works set out in the Written Scheme of Investigation.
- B) The development shall be carried out in accordance with the programme of archaeological works set out in the Written Scheme of Investigation approved under condition (A).
- C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the Written Scheme of investigation approved under condition (A) and the provision made for analysis and publication where appropriate.

Reason: To ensure that the appropriate site investigation relating to potential archaeological remains are investigated on this site prior to the implementation of the planning permission.

12. Following the breaking-out of the concrete surface of the site, a visual olfactory survey shall be made of the surface of the site by a qualified, experienced environmental consultant. Any evidence of contamination, encountered either during the above mentioned survey, or during the development of this site, shall be brought to the attention of the Local Planning Authority as soon as practically possible and development shall cease; a scheme to render the contamination harmless shall be submitted to and approved in writing by the Local Planning Authority, and subsequently fully implemented prior to the occupation of the development.

Reason: To ensure that any contamination affecting this site is dealt with in a manner that safeguards human health, the built and natural environment and controlled waters.

13. If, during development, contamination not previously identified is found to be present at the site, then no further development (unless agreed in writing by the Local Planning Authority) shall be carried until the developer has submitted a remediation strategy detailing how this unsuspected contamination shall be dealt with, and has obtained written approval of the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework (NPPF) paragraphs 174, 183, 184 and relevant Environment Agency Groundwater Protection Position Statements.

14. Prior to occupation, each of the three proposed new dwellings an Electric Vehicle (EV) ready domestic charging point.

Reason: To contribute to the objective of providing a sustainable transport network and to provide the necessary infrastructure to help off set the adverse impact of the operational phase of the development on local air quality.

15. Development shall not commence (other than demolition works) until a detailed surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the local planning authority. The scheme should include but not be limited to:

- a) Sufficient storage to ensure no off-site flooding as a result of the development during all storm events up to and including the 1 in 100 year plus 40% climate change event, to include modelling to demonstrate the impact of long term storage to offset the increased volumes of water leaving the site as a result of the development;
- b) Final modelling and calculations for all areas of the drainage system;
- c) The appropriate level of treatment for all runoff leaving the site, in line with the CIRIA SuDS Manual C753;
- d) Detailed engineering drawings of each component of the drainage scheme;
- e) A final drainage plan which details exceedance and conveyance routes, FFL and ground levels, and location and sizing of any drainage features;
- f) A written report summarising the final strategy and highlighting any minor changes to the approved strategy.

The scheme shall be implemented prior to occupation in accordance with the approved details.

Reason: To ensure the development is serviced by a Sustainable Urban Drainage System (SUD) and in the interest of preventing surface water floor risk on site.

Proactive Statement:

Planning permission has been granted for this proposal. The Council acted proactively through positive engagement with the applicant at the pre-application

stage and during the determination process which led to improvements to the scheme. The Council has therefore acted proactively in line with the requirements of the Framework (paragraph 38) and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015.

Informative/s:

1. Works to be undertaken on the adjoining highway shall be constructed to the satisfaction of the Highway Authority and in accordance with Hertfordshire County Council publication Roads in Hertfordshire Highway Design Guide. Before proceeding with the proposed development the applicant shall contact for further information: <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047 to obtain the requirement for a S278 agreement for the associated road works as part of the development.
2. Prior to the commencement of the development the applicant shall contact <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> telephoning 0300 1234047. To arrange a site visit to undertake a conditions survey of the approach of the highway leading to the development likely to be used by delivery vehicles to the development. Under provisions of Section 59 of the Highway Act 1980 the developer may be liable for any damage caused to the public highway as a result of traffic associated with the development. Hertfordshire County Council may require an officer to be present during the movement of larger loads.
3. Road Deposits: It is an offence under section 148 of the Highways Act 1980 to deposit mud or other debris on the public highway, and section 149 of the same Act gives the Highway Authority powers to remove such material at the expense of the party responsible. Therefore, best practical means shall be taken at all times to ensure that all vehicles leaving the site during construction of the development are in a condition such as not to emit dust or deposit mud, slurry or other debris on the highway. Further information is available via the website <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.
4. EV Charging Point Specification:
A charging point shall be installed by an appropriately certified electrician/electrical contractor in accordance with the following specification. The necessary certification of electrical installation should be submitted as evidence of appropriate installation to meet the requirements of Part P of the most current Building Regulations.
Cable and circuitry ratings should be of adequate size to ensure a minimum continuous current demand for the vehicle of 16A and a maximum demand of 32A (which is recommended for Eco developments)
 - o A separate dedicated circuit protected by an RBCO should be provided from the main distribution board, to a suitably enclosed termination point within a garage or an accessible enclosed termination point for future connection to an external charge point.
 - o The electrical circuit shall comply with the Electrical requirements of BS7671: 2008 as well as conform to the IET code of practice on Electric Vehicle

Charging Equipment installation 2012 ISBN 978-1-84919-515-7 (PDF). This includes requirements such as ensuring the Charging Equipment integral protective device shall be at least Type A RCD (required to comply with BS EN 61851 Mode 3 charging).

o If installed in a garage all conductive surfaces should be protected by supplementary protective equipotential bonding. For vehicle connecting points installed such that the vehicle can only be charged within the building, e.g. in a garage with a (non-extended) tethered lead, the PME earth may be used. For external installations the risk assessment outlined in the IET code of practice must be adopted, and may require additional earth stake or mat for the EV charging circuit. This should be installed as part of the EV ready installation to avoid significant on cost later.

o A list of authorised installers (for the Government's Electric Vehicle Homecharge Scheme) can be found at <https://www.gov.uk/government/organisations/office-for-low-emission-vehicles>

Informative 5

During the construction phase the guidance in BS5228-1:2009 (Code of Practice for noise Control on construction and open sites) should be adhered to.

During the change of use phase no activities should take place outside the following hours: Monday to Friday 08:00-18:00hrs; Saturdays 08:00-13:00hrs and Sundays and Bank Holidays: no work at any time.

Signed:



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

Development & Conservation Manager

Date: xxxxx

The Council's Privacy Notice is available on our website: <https://www.north-herts.gov.uk/home/council-data-and-performance/data-protection/information-management-gdpr>

NOTES

- 1 **Failure to satisfy conditions may invalidate this permission and/or result in enforcement action. Particular attention should be paid to the requirements of any condition in bold.**
- 2 Applicants will need to pay a compliance fee where they request confirmation in writing of any planning consent, agreement or approval (commonly known as discharge of conditions) required by one or more conditions or limitations attached to a grant of planning permission.

- 3 The fee is £116 per request or £34 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse.

The request can be informal through the submission of a letter or plans, or formal through the completion of an application form and the submission of plans. Any number of conditions may be included on a single request. The form is available via the Council's website:

www.north-herts.gov.uk/home/planning/planning-applications/submit-planning-application

- 4 If the development hereby permitted is one that will require a new postal address/es then please contact the Council's **street naming and numbering service** on 01462 474431 or email SNN@north-herts.gov.uk who will advise you on how to apply for the new address/es.

Any proposed sales and/or marketing name to be adopted by the developer should be forwarded to the **street naming and numbering service**, prior to any publication of the site details and sales information.

- 5 If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely

because the local planning authority based their decision on a direction given by him.

6 **Purchase Notices**

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 7 The District Council and County Highway Authority wish to ensure that, in the implementation of the development, hereby approved, the highway verge adjacent to the property is not damaged or does not become unsightly due to the stationing of skips, parking of vehicles, storing of building materials etc thereon. Your attention is, therefore, drawn to the provisions of Section 131 of the Highways Act 1980 and to the Hertfordshire County Council Bylaws 1955 (specifically relating to grass margins and verges in Letchworth Garden City) by virtue of which such actions, unless authorised by the prior grant of a licence, constitute a prosecutable offence. Persons responsible for undertaking the development and any associated works are, therefore, strongly encouraged to take appropriate steps to ensure that no breach of the said legislation occurs during the course of such activities. In the event of any damage being caused it will be expected that suitable reinstatement is undertaken upon completion of the development. Failure to do so could also result in legal action being pursued. To obtain information regarding the issue of licences, contact Hertfordshire Highways, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, SG138DQ or telephone 0300 1234 047.

8 **Cadent Gas Informative:**

Cadent Gas own and operate the gas infrastructure within the area of your development. Contact our Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to. Email plantprotection@cadentgas.com Alternatively you can register on www.beforeyoudig.cadentgas.com This service is free of charge.

THIS PLANNING PERMISSION DOES NOT CONSTITUTE APPROVAL UNDER BUILDING REGULATIONS AND IS NOT A LISTED BUILDING CONSENT OR

CONSERVATION AREA CONSENT. IT DOES NOT CONVEY ANY APPROVAL OR CONSENT WHICH MAY BE REQUIRED UNDER ANY ENACTMENT, BY-LAW, ORDER OR REGULATION OTHER THAN SECTION 57 OF THE TOWN AND COUNTRY PLANNING ACT 1990.

SCHEDULE TWO

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106

AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

.....

.....

.....

.....SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

.....Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Practical Completion of Dwelling (Number if relevant) – date:.....

Practical Completion of the Development – date:

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

EXECUTED under the Common Seal
of **NORTH HERTFORDSHIRE**
DISTRICT COUNCIL

in the presence of:

Duly Authorised Officer

EXECUTED AS A DEED by)
GRAHAM BULLARD)
in the presence of)

Witness signature:

Address:

EXECUTED AS A DEED by **JEAN**)
MARGARET BULLARD)
in the presence of)

Witness signature:

Address:

EXECUTED as a **DEED** by
QUANTA HOMES 6 LIMITED
Acting by two Directors/a
Director and its Secretary

Director

Director/Secretary

ANNEX

Original S106 Agreement and First Deed of Variation

J.D.C./TUTHILL

THIS AGREEMENT is made the *6th* day of *August* 1993
BETWEEN **DAVID MILLER** (the Owner) of 3 Bell Terrace, Therfield, Royston,
Hertfordshire of the first part and **NORTH HERTFORDSHIRE DISTRICT COUNCIL**
of Council Offices, Gernon Road, Letchworth, Hertfordshire (the Council)
of the second part

W H E R E A S :

(1) The Council is the Local Planning Authority for the land hereinafter mentioned for the purposes of the Town and Country Planning Act 1990 (the Act)

(2) The Owner is the estate owner in fee simple in possession of the land (the Land) situate at Tuthill Farm, Kelshall Road, Therfield, Royston, Hertfordshire and shown edged red on the attached plan for the purposes of identification only

(3) An application for planning permission has been made to the Council dated the 10th day of February 1992 Reference Number 92/0143/1 to use the Land as an operating depot for heavy goods vehicles (the Development)

IT IS AGREED AS FOLLOWS

1. THIS Agreement is made pursuant to Section 106 of the Act which section shall apply to the covenants hereinafter contained

2. The Agreement dated 15th September 1978 made between the

North Hertfordshire District Council and R.D. Miller Esq and F.E.C. Miller Esq. and D.F. Miller and Sons Limited pursuant to Section 52 of the Town and Country Planning Act 1971 relating to the land is hereby revoked

3. The Owner covenants with the Council as follows:-

(a) Not to use that part of the Land coloured red on the attached plan for any purpose other than as landscaped area

(b) Not to use that part of the Land coloured blue on the attached plan for any purpose other than the storage of agricultural vehicles machinery and equipment which are used by the Owner in connection with the business carried out on the Land

(c) Not to use that part of the Land hatched black on the attached plan for any purpose other than for parking of four heavy goods vehicles owned and operated by the Owner of the Land coloured blue

4. In the interpretation of this Deed (a) all references to the Owner shall where the context so admits be deemed to include their respective successors in title and assigns and (b) so far as the context requires

*plan as attached
draft
documents*

- (i) all references to the Owner and the Licensee in the singular shall include the plural

- (ii) words importing the masculine gender shall include the feminine and

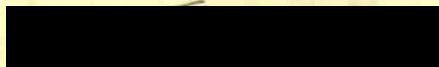
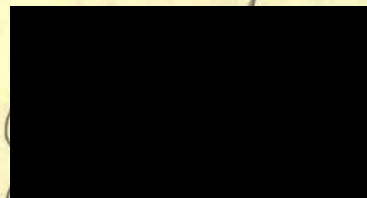
- (iii) the persons named as Owner (if more than one) shall be treated as jointly and severally liable in respect of the above covenant

IN WITNESS whereof the Owner has signed this instrument as a Deed and the Council have caused its Common Seal to be hereunto affixed the day and year first before written

SIGNED as a DEED

by the said DAVID MILLER

in the presence of:-

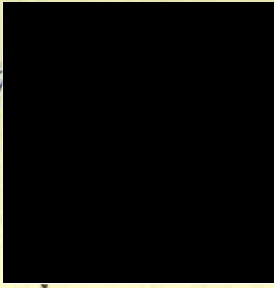


walkers solicitors
1/3 Lower King Street
Raystar Nets
Legal Assistant

~~SIGNED as a DEED~~
~~by the said R.D. MILLER~~
~~in the presence of:-~~



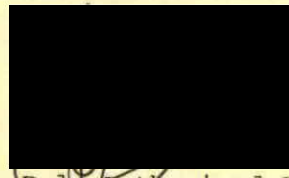
~~SIGNED as a DEED~~
~~by the said D.F. MILLER AND SONS~~
~~LIMITED in the presence of:-~~



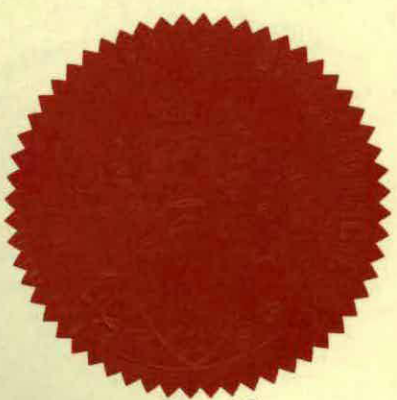
THE COMMON SEAL of
NORTH HERTFORDSHIRE DISTRICT
COUNCIL was hereunto affixed
in the presence of:-



Vice-Chairman



Duly Authorised Officer

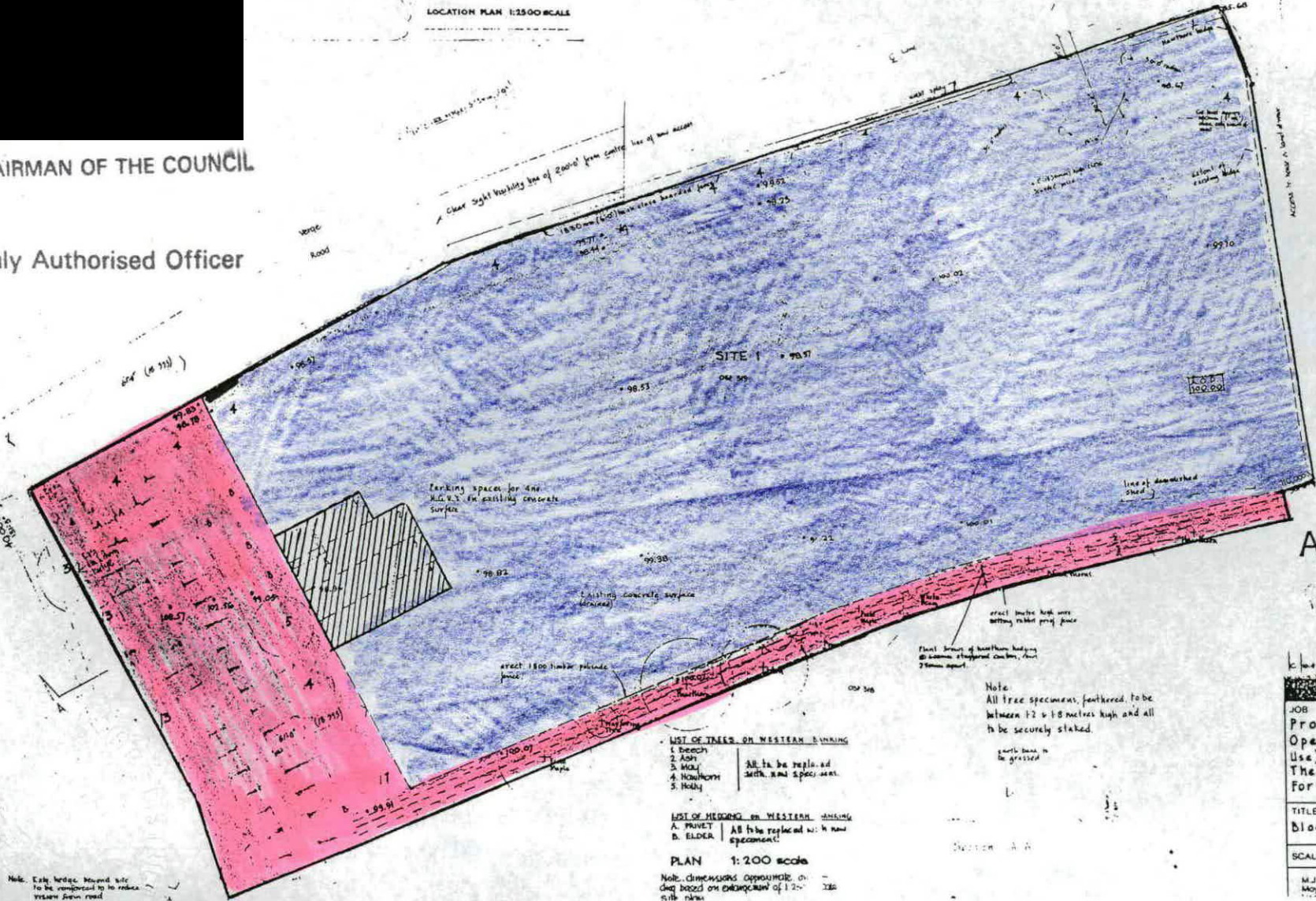


121587



M 40 - Clear Sight Visibility Line of 200' from centre line of road access
To Throckley
Cut back hedge to clear sight line

VICE- CHAIRMAN OF THE COUNCIL
Duly Authorised Officer



AMENDED

SOUTH WEST HAMPSHIRE DISTRICT COUNCIL
21 APR 1992
424043/1
PLANNING DEPARTMENT

JOB
Proposed Vehicle
Operating Depot (additional
Use), Tuthill Farm,
Therfield, Royston, Herts.
For David Miller Esq.

TITLE
Block & Location Plans
SCALE 1:200, N1560 DWG No 9201/016
M.J. Wardham M.B.I.A.T.
Moycullen, Blacksmiths Lane, Reed, Royston.

- LIST OF TREES ON WESTERN BANKING
- 1. Beech
 - 2. Ash
 - 3. Holly
 - 4. Hawthorn
 - 5. Holly
- All to be replaced with same species.

- LIST OF HEDGES ON WESTERN BANKING
- A. PRIVET
 - B. ELDER
- All to be replaced with same species.

PLAN 1:200 scale
Note: dimensions approximate on drawing based on enlargement of 1:200 scale plan.

Note
All tree specimens feathered to be between 1.2 to 1.8 metres high and all to be securely staked.
earth bank to be grassed

Note: Ealy hedge toward site to be removed to reduce view from road

DATED

6th August

1993

NORTH HERTFORDSHIRE DISTRICT
COUNCIL

and

DAVID MILLER

AGREEMENT

under Section 106 of the Town and Country
Planning Act 1990

in respect of land at Tuthill Farm Kelshall Road
Therfield Royston Hertfordshire

JMC

AREA PLANNING SUB-COMTEE
(No.1) 12.1.94

M.312

THIS DEED OF VARIATION is made the 4th March 1996
BETWEEN David Miller of 3 Bell Terrace Therfield Royston Hertfordshire ("the Owner") of the one
part and North Hertfordshire District Council of Council Offices Gernon Road Letchworth
Hertfordshire ("the Council") of the other part

WHEREAS

- (1) This deed is supplemental to an Agreement dated the 6th August 1993 and made between the Owner of the one part and the Council of the other part ("the Agreement") and relating to land at Tuthill Farm Kelshall Road Therfield Hertfordshire shown edged red on Plan number 9201/01H and thereafter known as plan number 1 ("Plan 1") ("the Land")
- (2) The Owner desires to site a telecommunications mast upon the Land which would have permitted development rights under the Town and Country General Development Order 1988 (as amended) as shown in Plans numbered 30/HRT0046/PH3/01 and 02 respectively and thereafter known as plans numbered 1 and 2 annexed hereto ("Plans 2 and 3")
- (3) The Owner has made an application for planning permission (Dated: 18 November 1993 Reference No: 93/1303/1) to site a portable storage unit on the Land in the position indicated in brown on Plan 1
- (4) The parties have agreed that the Agreement should be varied in the terms hereinafter contained and that the plans 1 2 and 3 annexed hereto (the plans) shall be substituted for the plan annexed to the Agreement

NOW THIS DEED WITNESSETH as follows

- 1. This Deed is made pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 which sections shall apply to this Deed
- 2. The plans shall be substituted for the plan annexed to the Agreement

3. Clause 3(a) of the Agreement shall be varied to permit the siting of a telecommunication mast not exceeding a height of 15 metres (excluding lightning spikes) as shown in Plans 2 and 3 and on the area coloured green on Plan 1 and not upon any other location on the Land and subject to the planting and maintenance requirements contained within the First Schedule hereto

4. Clause 3(b) of the Agreement shall be varied to allow the use of that part of the Land coloured blue on Plan 1 to include the siting of a portable storage unit (measuring 7.2 x 2.6 x 2.3 metres) on the area coloured brown on Plan 1 and not upon any other location on the Land and subject to the conditions contained within the Second Schedule hereto.

5. In all other respects the Agreement (dated the 6th August 1993) and every part thereof shall continue in full force and effect and be binding on the respective parties and their successors in title

IN WITNESS whereof the Owner has signed this instrument as a Deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

FIRST SCHEDULE

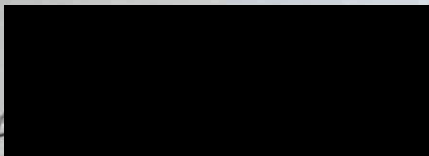
1. The 6 trees and 130 hedging plants on the earth embankment at the western end of the Land and the 6 additional trees adjacent to the southern boundary of the Land and shown coloured red on Plan 1 shall be planted within a period of 6 months of the date of this Deed, or such longer period as may be agreed in writing by the Council, in accordance with the details specified on Plan 1 and thereafter this planting together with the existing 12 trees and three rows of hawthorn hedging adjacent to the southern boundary shall be maintained for a period of five years from the date of this Deed or of the original planting whichever is the later in compliance with the following operations:-

- (i) The hedge planting beds and an area at least one metre square around the bases of all trees shall be cleared of weeds at least five times during each calendar year at not less than intervals of 6 weeks
- (ii) Stakes and ties shall be adjusted as necessary and be removed on establishment of the trees
- (iii) All trees and hedging plants shall be irrigated as and when required to ensure proper establishment
- (iv) Any tree or hedging plant which dies or fails to establish during the said maintenance period shall be replaced with another of the same species and planting size as soon as reasonably practicable.

2. None of the trees or hedging plants shown on Plan 1 and referred to above shall be felled, lopped, topped, uprooted, removed or otherwise destroyed or killed other than with the agreement, in writing, of the Council.

SECOND SCHEDULE

1. The portable storage unit shall remain on the Land only during the use of the adjacent area of the site for the parking of four heavy goods vehicles in accordance with the terms of planning permission reference no. 92/0143/1. Upon the cessation of that use the portable storage unit shall be removed from the Land unless the Council has expressed in writing its agreement for the unit to be retained thereon.
2. The portable storage unit shall not be used otherwise than for the storage purposes wholly ancillary to the lawful uses of the Land.



(Signed as a DEED
(by the said David Miller
(in the presence of:-

Name

Address

Occupation BUILDER

(THE COMMON SEAL OF
(NORTH HERTFORDSHIRE
(DISTRICT COUNCIL

(was hereunto affixed
(in the presence of:-



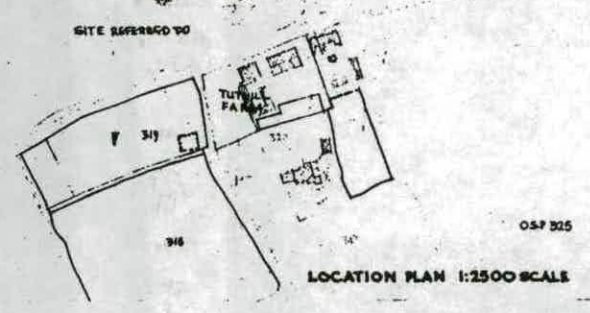
Chairman



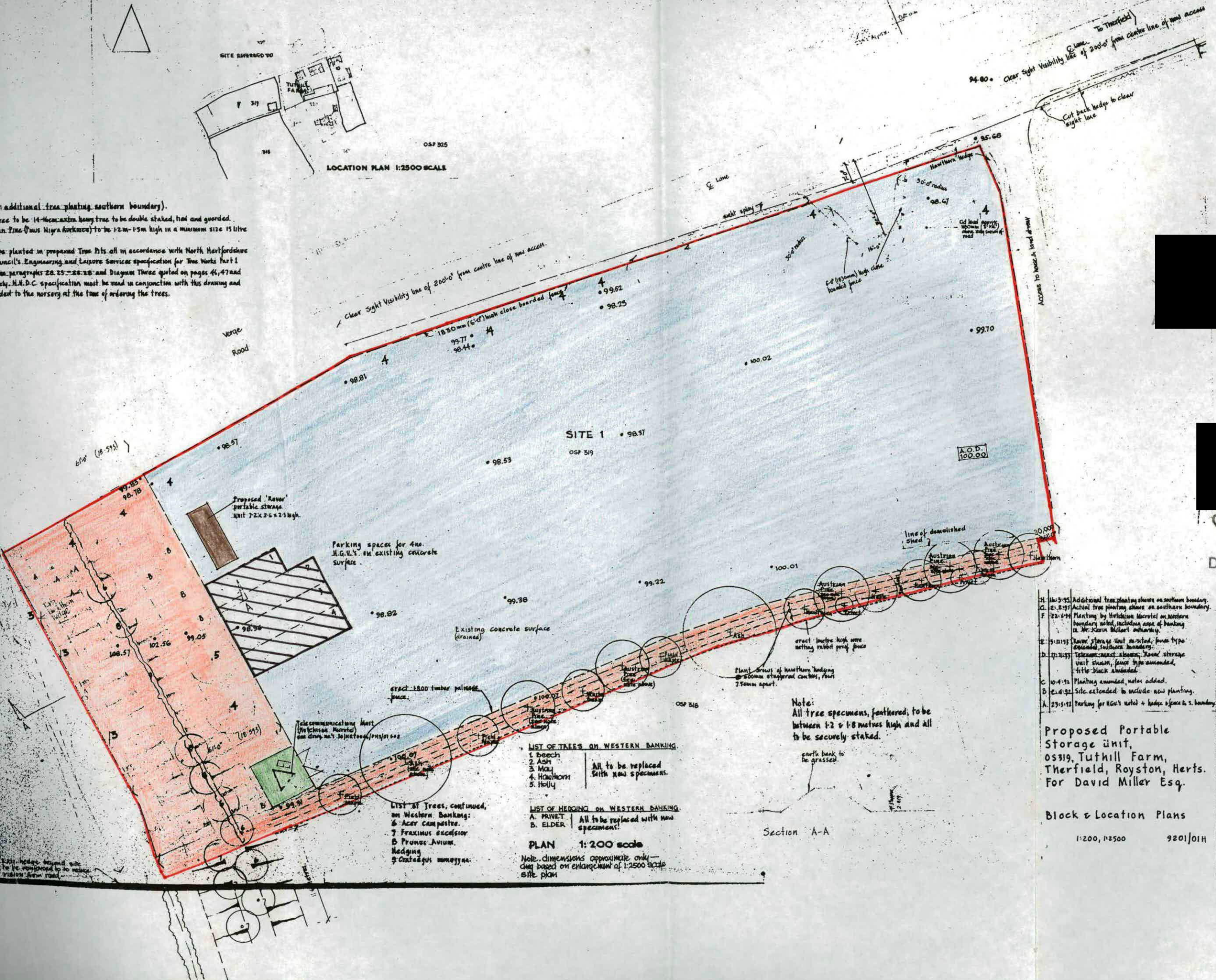
Duly Authorised Officer



122714



additional tree planting southern boundary).
 tree to be 14 Nos. extra heavy tree to be double staked, tied and guarded.
 in Pine (Pinus nigra Arvensis) to be 12m-13m high in a minimum size 15 litre
 to be planted in prepared Tree Pits all in accordance with North Hertfordshire
 Council's Engineering and Leisure Services specification for Tree Works Part 1
 paragraphs 20.23-20.25 and Diagram Three quoted on pages 46, 47 and
 etc. N.H.D.C. specification must be read in conjunction with this drawing and
 sent to the nursery at the time of ordering the trees.



- LIST OF TREES ON WESTERN BANKING**
- 1. Beech
 - 2. Ash
 - 3. Holly
 - 4. Hawthorn
 - 5. Holly
- All to be replaced with new specimens.

- LIST OF HEDGING ON WESTERN BANKING**
- A. PRIVET
 - B. ELDER
- All to be replaced with new specimens.

PLAN 1:200 scale
 Note: dimensions approximate only —
 checked based on enlargement of 1:2500 scale
 site plan

Note:
 All tree specimens, feathered, to be
 between 1.2 & 1.8 metres high and all
 to be securely staked.

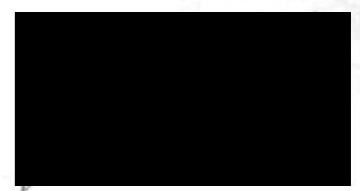
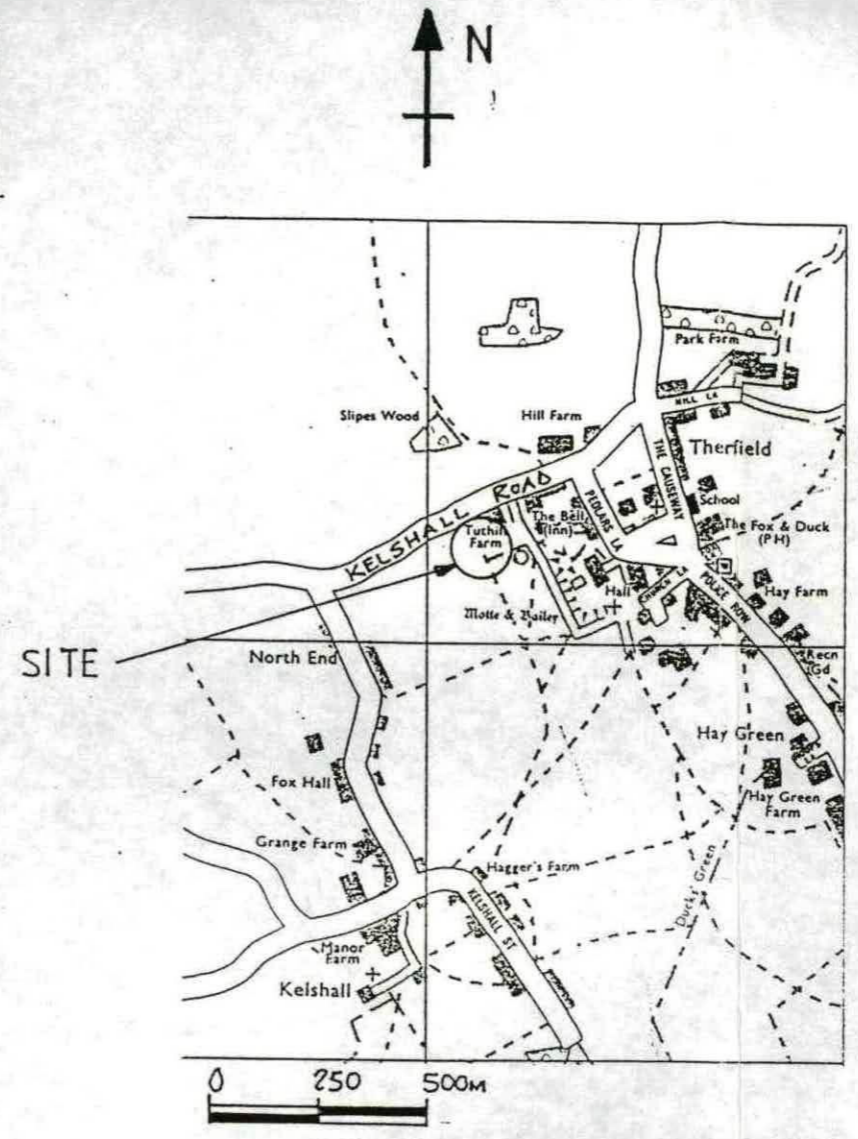
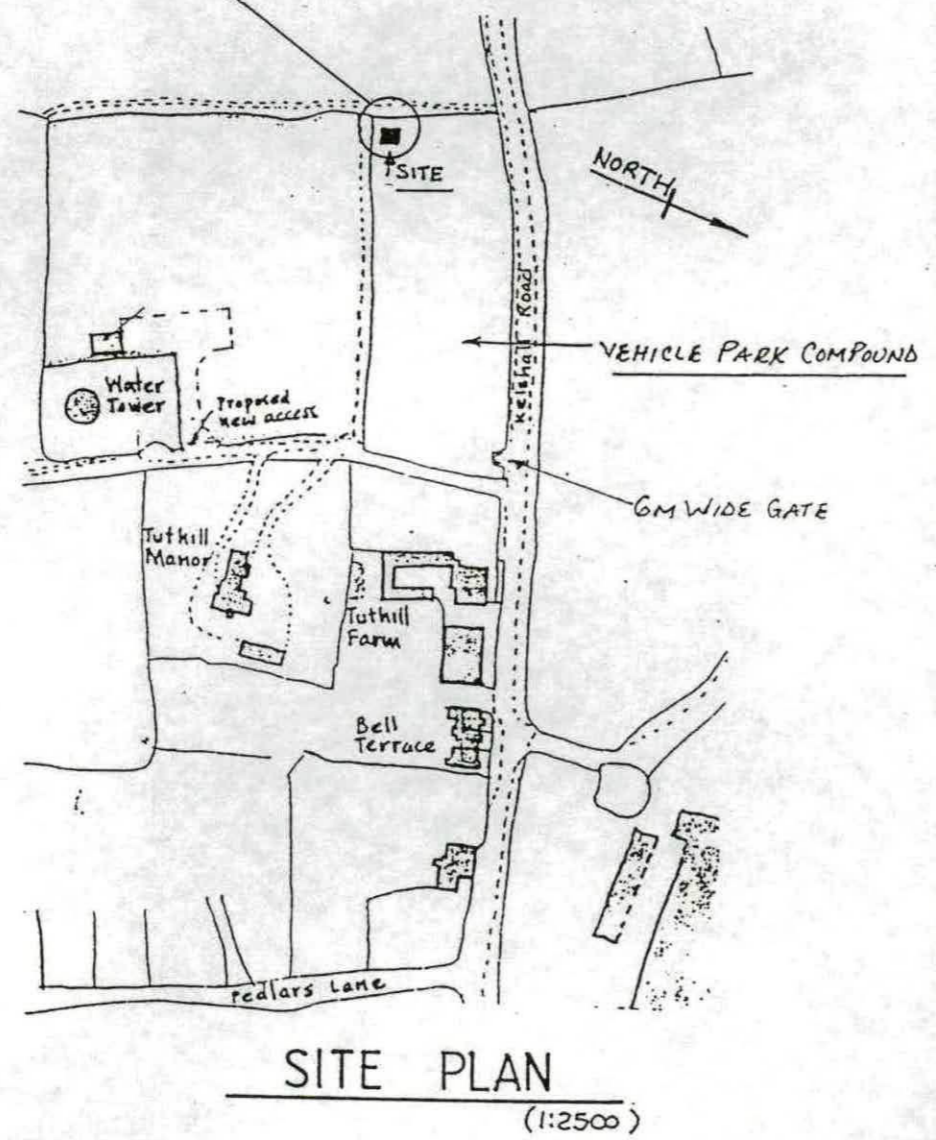
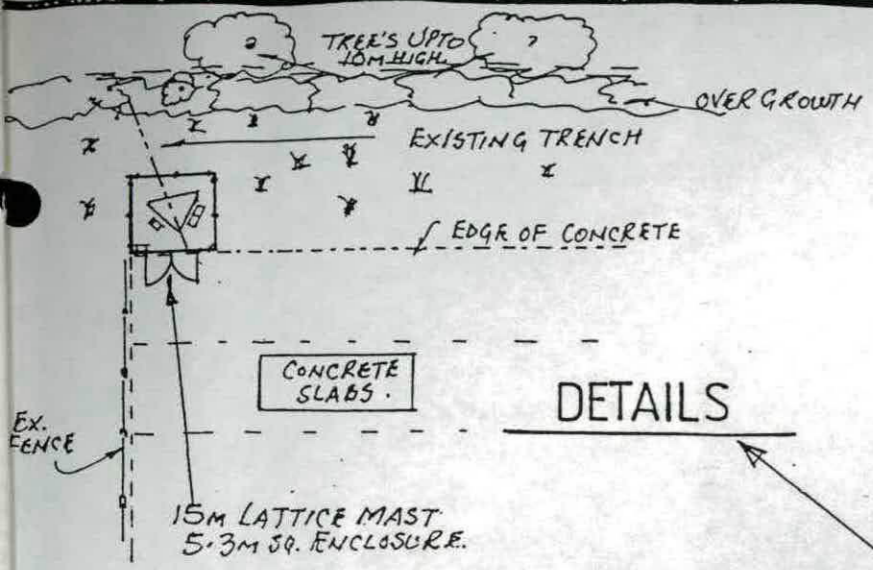
- H. 16.3.95 Additional tree planting shown on southern boundary.
- G. 25.8.97 Actual tree planting shown on southern boundary.
- F. 22.6.94 Planting by Hutchinson Macraol on western boundary noted, including area of banking in Mr. Kevin Millard's orchard.
- E. 31.11.93 Same plan as Unit re-sited, from type enclosed, southern boundary.
- D. 17.3.93 Telephone cabinet storage. Kavanagh storage unit shown, fence type amended, title block amended.
- C. 10.4.91 Planting amended, notes added.
- B. 21.8.92 Site extended to include new planting.
- A. 23.5.82 Parking for NICE's vehicle + hedge + fence to S. boundary.

Proposed Portable Storage Unit,
 OS319, Tuthill Farm,
 Therfield, Royston, Herts.
 For David Miller Esq.

Block & Location Plans
 1:200, 1:2500 9201/01H

CHAIRMAN OF THE COUNCIL
 [Redacted Signature]
 [Redacted Name]
 Duty Authorised Officer

NOTE:
EXISTING TRENCH CONTAINS
POWER & WATER SUPPLY (ASSUMED
NOT CONNECTED) WHICH IS TO BE
SUITABLY RE-ROUTED AND BOXED-IN
FOR FUTURE CONNECTION.



CHAIRMAN OF THE COUNCIL

Duly Authorised Officer



COMMERCIAL IN CONFIDENCE

NOT SCALE 4444 / 218

LEVANT BS STANDARDS | BS 308 | BS 3429

OSCAR FABER

Oscar Faber Consulting Engineers Limited
Marlborough House, Upper Marlborough Road
St Albans, Herts. AL1 3UJ
Tel: 081-784 5784 Fax: 081-784 5700

REV	DESCRIPTION	BY	DATE	CHKD
	ISSUED FOR COMMENTS		6.93	

TITLE TUTHILL FARM, THERSFIELD
ROYSTON, HERTS.

LOCATION AND SITE PLAN

CELL N^o HRT0046 ARTEMIS N^o 2527

SCALE As NOTED

DRAWN <i>[Signature]</i>	CHECKED <i>[Signature]</i>	APPROVED <i>[Signature]</i>
DATE JUNE '93	DATE JUNE '93	DATE JUNE '93

Hutchison ©
Microtel

St JAMES COURT
GREAT PARK ROAD
ALMONDSBURY
BRISTOL BS12 4QJ

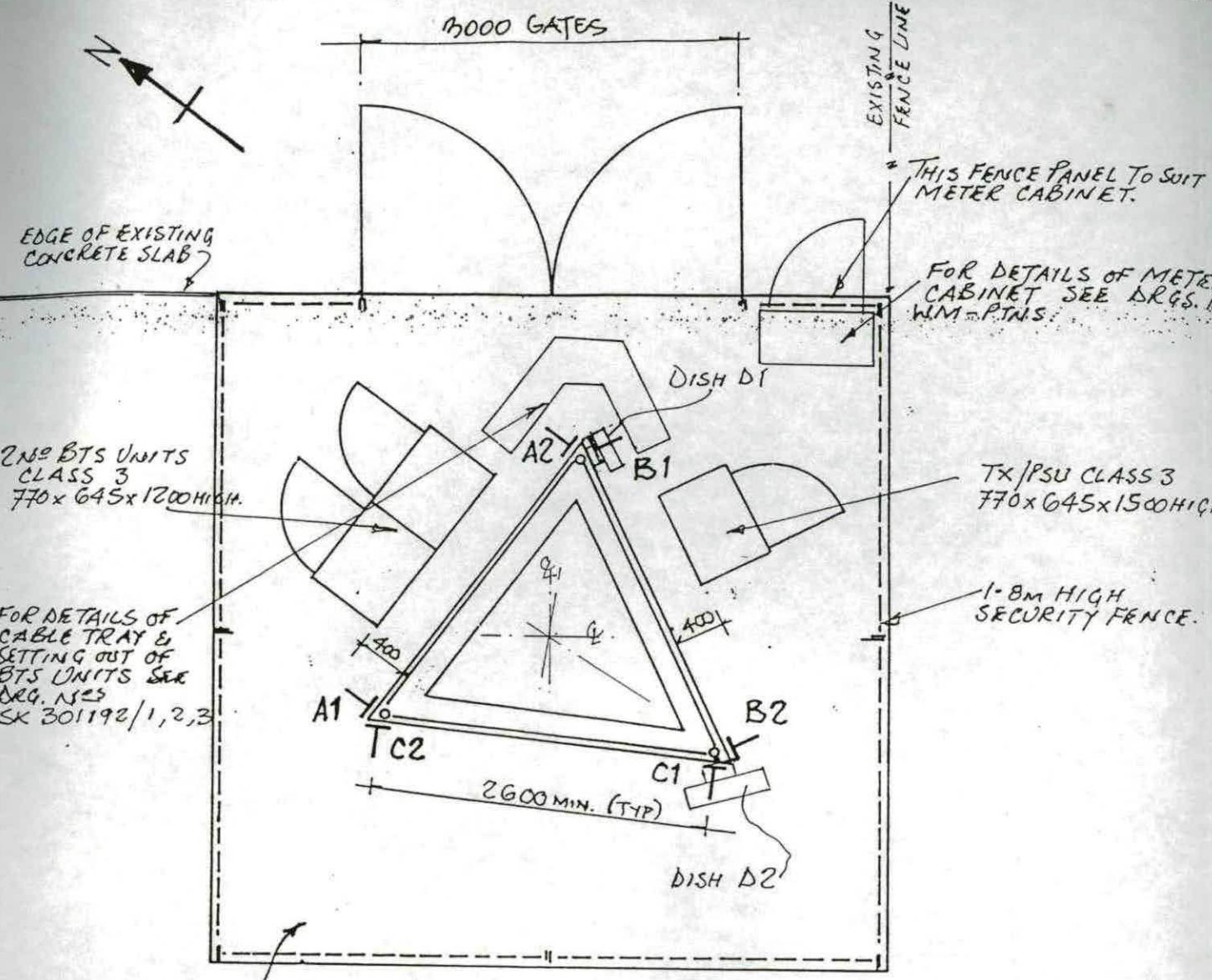
TEL. 0454 618500
FAX 0454 618501

DRAWING NUMBER
30/HRT0046/PH3/01

- 1 All work to be carried out in accordance with the specification.
- 2 All dimensions in mm. Work to figures dimensions only. All dimensions to be checked on site prior to construction.
- 3 Painting and preparation of steelwork to be in accordance with the specification.
- 4 For grades of concrete and steelwork refer to the specification.
- 5 Fixings to be installed in accordance with manufacturer's instructions.
- 6 For details of antennas refer to drawing no. 10/1174/1X and 10/1175/1X.
- 7 For details of transmission dishes refer to drawing no. 10/1170/1X
- 8 For details of standard antenna mounting pole refer to drawings no. 10/1235/4X.
- 9 For details of BTS Units refer to drawings nos. 10/1231/2X, 10/1229/1X and 10/1321/1X.
- 10 For details of security fence refer to drawing no. 10/1156/1X
- 11 For details of cable ducts, isolator and meter cabinet refer to M & E drawings by W-M Partnership. Where meter cabinet is set into security fence refer to drawing no. 10/1224/1X.
- 12 For details of mast and foundation refer to BTS..... series of drawings by John Allen Associates for R & T Swann Ltd. Also see Recommended Procedure for the Assembly of Foundation Stub/Grillages booklet by R & T Swann Ltd.

Other Oscar Faber drawings which are relevant to this site:
30/HRT0046/PH3/01

CHAIRMAN OF THE COUNCIL
Duly Authorised Officer
25 OCT 1993

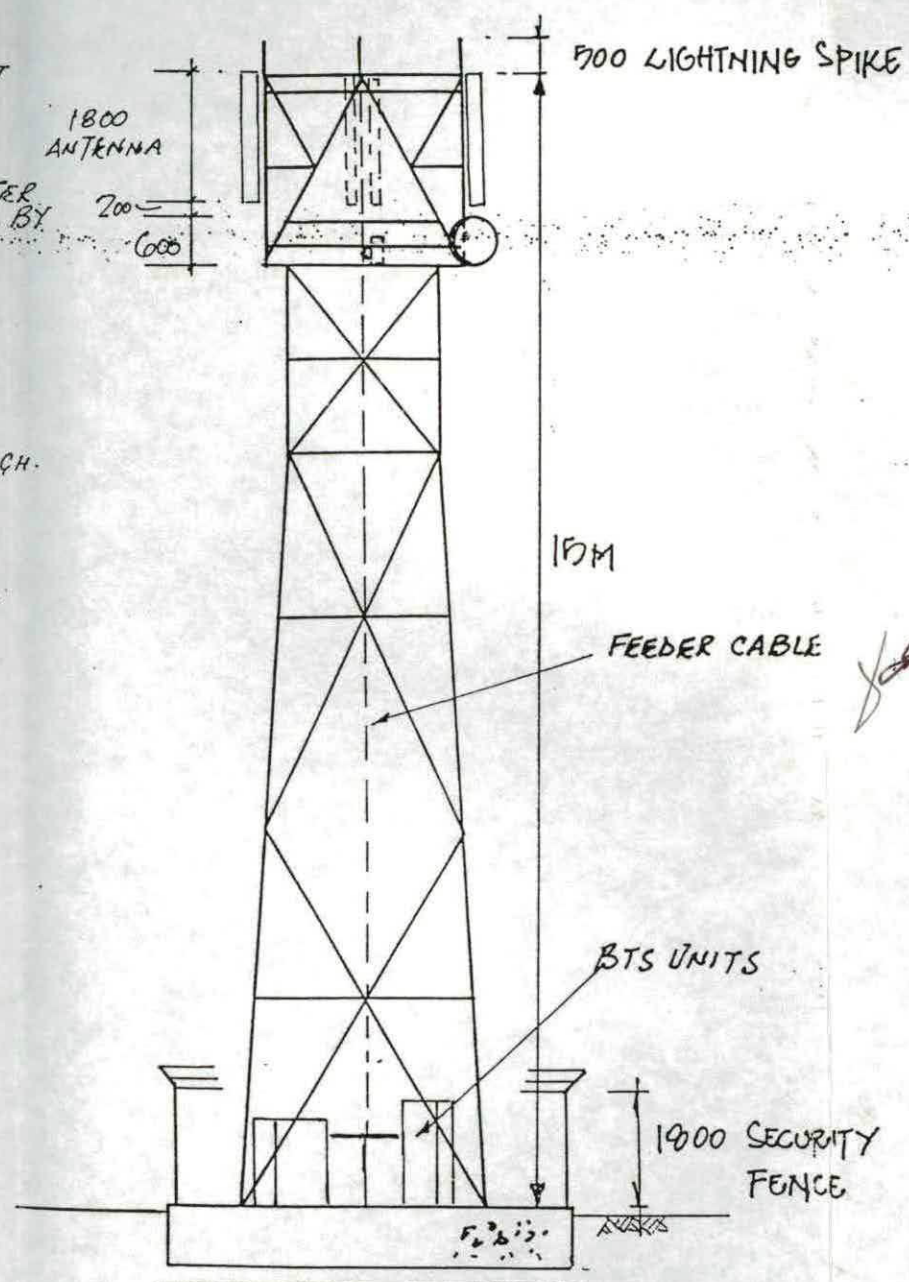


PLAN ON ENCLOSURE (1:50)

ANTENNAS A1 & A2 AT 0°
B1 & B2 AT 120°
C1 & C2 AT 240°

DISHES - D1 AT 120°; 300mm DIA.
D2 AT 220°; 600mm DIA.

MAXIMUM LENGTH OF FEEDER CABLE RUN = 20M.



REQUIREMENT & EXTENT OF CONCRETE BENEATH STANDARD FOUNDATION TO BE CONFIRMED BEFORE COMMENCEMENT OF WORKS

WEST ELEVATION (1:100)

COMMERCIAL IN CONFIDENCE

DO NOT SCALE 4444 / 218

RELEVANT BS STANDARDS | BS 308 | BS 3429

OSCAR FABER

Oscar Faber Consulting Engineers Limited
Marlborough House, Upper Marlborough Road,
St Albans, Herts. AL1 3UJ
Tel: 081-784 5784 Fax: 081-784 5700

REV	DESCRIPTION	BY	DATE	CHECKED
1	ISSUED FOR COMMENTS	EF	6-93	CE

TITLE TUTHILL FARM, THERSFIELD
ROYSTON, HERTS,
MAST PLAN & ELEVATION

CELL NO HRT0046 ARTEMIS NO 2527

SCALE	DRAWN	CHECKED	APPROVED
AS NOTED	EF	CE	MMA
DATE	DATE	DATE	DATE
JUNE '93	JUNE '93	JUNE '93	JUNE '93

Hutchison
Microtel

St JAMES COURT
GREAT PARK ROAD
ALMONDSBURY
BRISTOL BS12 4QJ

TEL. 0454 618500
FAX 0454 618501

DRAWING NUMBER
30/HRT0046/PH3/02