

## Draft Head of Terms

The Applicant/ Landowner covenants with the Council: -

### Part A

#### Landscape restoration

- (1) Within 12 months of the date of the planning permission, submit a Landscape Management Document for the entire land area shown on the Ellenbrook Park- Lease Plan 08 (dated 18/12/00) appended to this agreement. The Landscape Management Document shall set out full proposals for landscaping and management for the Ellenbrook Park Lease Plan 08 area in accordance with the principles set out in the Landscape Framework Document agreed as part of the original s106 legal agreement for Hatfield Aerodrome dated 29 December 2000.
- (2) Within 12 months of the date of the planning permission, submit detailed phasing plans to the Mineral Planning Authority for approval for each phase of working and restoration shown on drawing HQ 3/1 - Overall Phasing / General Layout (November 2015)
- (3) To restore The Land in accordance with:
  - (i) Illustrative Restoration Concept drawing HQ3/11A (August 2018);
  - (ii) Landscape Management Document (agreed under Part A(1) above);
  - (iii) the detailed phasing plans (agreed under Part A(2) above),
  - (iv) not later than 32 years from the initiation of works illustrated on drawing HQ 3/6 Initial Site Preparation (December 2015).

Clauses (4) to (9) to be read alongside drawing HQ 3/1 - Overall Phasing / General Layout (November 2015)

- (4) Not to commence mineral extraction in Phase C, unless and until, Phase A has been restored in accordance with:
  - (i) drawing HQ 3/9 Phase C – Illustration;
  - (ii) Landscape Management Document under Part A (1);
  - (iii) the detailed phasing plans agreed under Part A (2).
- (5) Not to commence mineral extraction in Phase D, unless and until, Phase B has been restored in accordance with:
  - (i) drawing HQ 3/13 Phase D – Illustration (August 2016);
  - (ii) Landscape Management Document under Part A (1);
  - (iii) the detailed phasing plans agreed under Part A (2)

- (6) Not to commence mineral extraction in Phase E, unless and until, Phase C has been restored in accordance with:
- (i) drawing HQ 3/10 Phase E – Illustration (December 2016);
  - (ii) Landscape Management Document under Part A (1);
  - (iii) the detailed phasing plans agreed under Part A (2)
- (7) Not to commence mineral extraction in Phase F, unless and until, Phase D has been restored in accordance with:
- (i) drawing HQ 3/14 Phase F – Illustration (August 2016);
  - (ii) Landscape Management Document under Part A (1);
  - (iii) the detailed phasing plans agreed under Part A (2)
- (8) Not to commence mineral extraction in Phase G, unless and until, Phase E has been restored in accordance with:
- (i) drawing HQ 3/15 Phase G – Illustration (August 2016);
  - (ii) Landscape Management Document under Part A (1);
  - (iii) the detailed phasing plans agreed under Part A (2)
- (9) In the event that mineral extraction ceases for a period exceeding 2 years at any time during the 32 year lifetime of the development -
- (i) Brett Aggregates / Goodman/ Arlington (or their successors in title) shall submit an alternative restoration scheme for the approval of the Mineral Planning Authority;
  - (ii) Brett Aggregates / Goodman/ Arlington (or their successors in title) or another Mineral Restoration Company appointed on their behalf, shall restore the site in accordance with the alternative restoration scheme (as approved by the Mineral Planning Authority) not later than 3 years following a period of 2 years as defined in (9) above;
  - (iii) Any Mineral Restoration Company appointed by Brett Aggregates / Goodman/ Arlington (or their successors in title) to carry out restoration shall be affiliated by the Mineral Products Association.
- (10) In the event the site is not restored in accordance with Clause 9 (i)(ii)(iii) above, the County Council (or a Mineral Restoration Company appointed to act on its behalf) shall have the right to enter the land and carry out restoration in accordance with:
- (i) the Illustrative Restoration Concept \_HQ3/11A (August 2018);
  - (ii) the Landscape Management Document under Part A (1) above;
  - (iii) a detailed restoration scheme agreed under Part A(2) above;
  - (iv) an alternative restoration scheme that it considers appropriate, and
  - (v) to surcharge the total costs of the restoration to Brett Aggregates / Goodman/ Arlington (or their successors in title).
- (11) In the event Part A (10) is ever enacted, the County Council shall be entitled to surcharge the full costs of undertaking annual aftercare for a period not less than five years, commencing

on the date of completion of the restoration works, as defined in Part A (10), to Brett Aggregates / Goodman/ Arlington (or their successors in title).

## Part B

### Highways

- (12) To provide a proportionate financial contribution toward the widening and/or improvement of the footway opposite the site entrance, illustrated as 'route F' on Plan 1 attached to this agreement.
- (13) To permit HGVs to exit the site left only and be routed to the A1000 (Comet roundabout).
- (14) To submit a Periodic Condition Survey to assess the condition of the highway within the vicinity of the site: (i) prior to the initial site preparation (shown on drawing HQ 3/6 – December 2015); And, (ii) at the completion stage; And, (iii) at the end of each five year period starting at 15 (a) And, throughout the lifetime of the development ending at 15 (b).
- (15) Payment of a bond of £30,000 per 5 year period of the development to cover any degradation of the highway surface in the vicinity of the site to cover the construction and operational phases of the development. The bond shall be fully re-compensated to Brett Aggregates after each five year period if no repairs are necessary as evidenced by the Periodic Condition Survey under 16(ii) above. If repairs are necessary within any five year period, as evidenced by the Periodic Condition Survey, the £30,000 shall be used for this purpose and any balance re-compensated in favour of Brett Aggregates at the end of each five year period in accordance with Clause 16(i)(ii)(iii);
- (16) Payment towards improvements at (a) both the Hatfield Road / Ellenbrook junction and (b) the Hatfield Road / Comet Way junction. Contributions will be sought in accordance with Hertfordshire County Councils Planning Obligations Guidance Toolkit. The toolkit specifies that non-residential charges will be calculated at a rate of £1000 per one peak hour two-way trip. Based on 46 PCU's per peak hour, this equates to £46,000 towards the Hatfield Road / Ellenbrook junction and £46,000 towards the Hatfield Road / Comet Way junction. The financial contributions will need to be secured through a legal S106 agreement, with exact triggers for payment to be agreed between the parties.

The Landowner covenants with the Council under Part B the following: -

## Part C

### Rights of Way

- (17) To provide the routes labelled A-E on Plan 1 as permanent extensions to the rights of way network as defined in the Countryside and Rights of Way Act 2000.