

Date 18th October 2004

WELWYN HATFIELD DISTRICT COUNCIL

- and -

HERTFORDSHIRE COUNTY COUNCIL

- and -

LINDEN HOMES CHILTERN LIMITED

Deed of Agreement pursuant to S.106
Town and Country Planning Act 1990
in relation to the development of land
at Lemsford Lane Welwyn Garden City
Hertfordshire

ANDREW L LAYCOCK
County Secretary
County Hall
Hertford
SG13 8DE

REF: DO/DU 808

HERTFORDSHIRE COUNTY COUNCIL
SECTION 106 DEED OF AGREEMENT

Date: 18th October

2004

PARTIES:

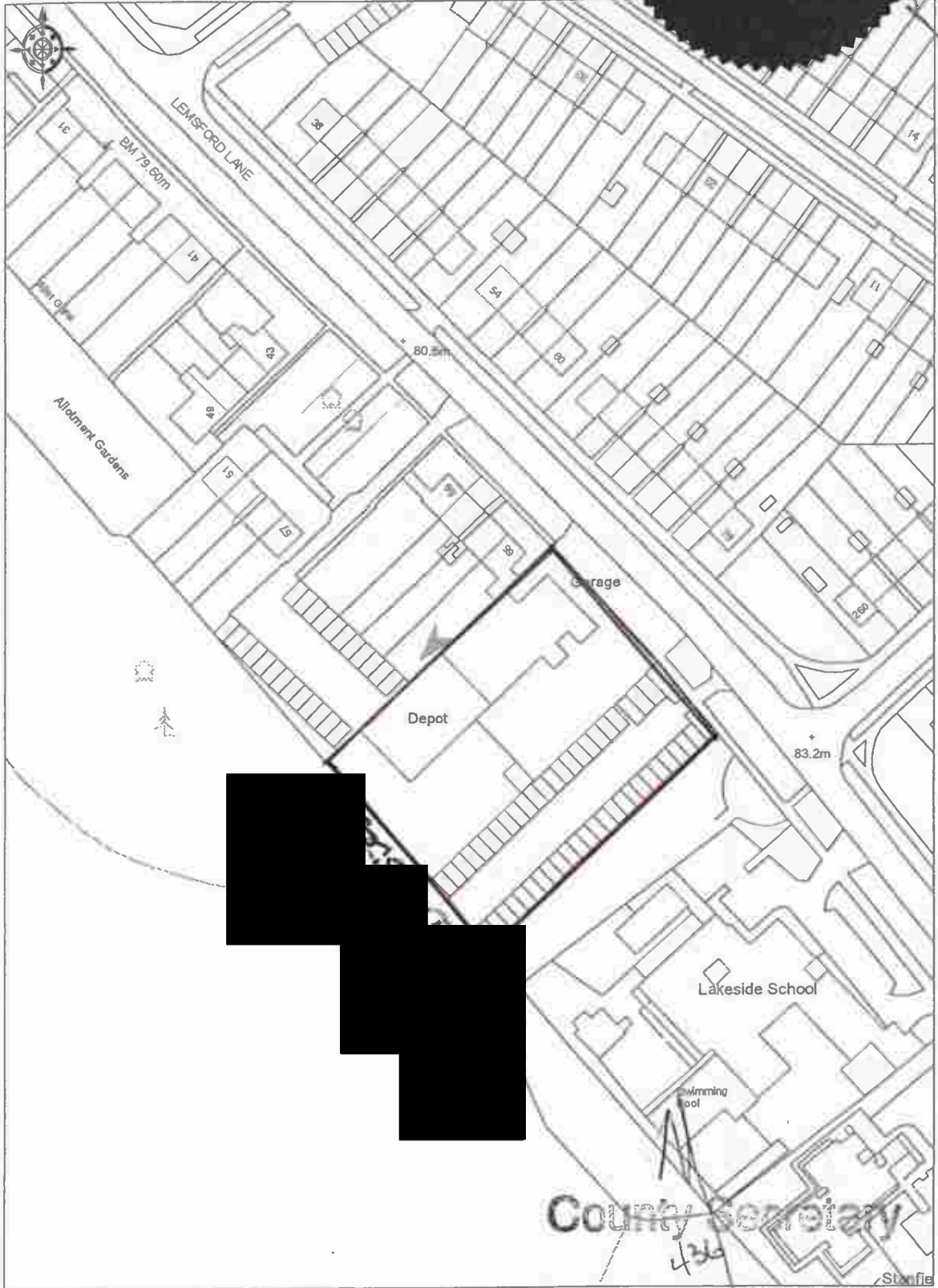
1. WELWYN HATFIELD DISTRICT COUNCIL of Council Offices The Campus Welwyn Garden City Hertfordshire ("the Council")
2. HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford Hertfordshire ("the County Council")
3. LINDEN HOMES CHILTERN LIMITED (Co.Regn.No 3193571) whose registered office is situate at Linden House Guards Avenue The Village Caterham Barracks Caterham on the Hill Surrey CR3 5ZB ("the Developer")

WHEREAS

1. The County Council and the Council are local planning authorities for the purpose of Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area of land known as land at Lemsford Lane Welwyn Garden City Hertfordshire ("the Land") for the purposes of identification only shown edged red on the plan attached hereto and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited
2. The County Council is the highway authority the education authority the library authority and the fire authority for Hertfordshire
3. The Developer is the owner of the freehold of the Land
4. The Developer has applied to the Council for planning permission under Application No. N6/2004/0083/FP ("the Application") for the development of the Land for residential purposes ("the Development")

21.44

Chairman of the Council



Ordnance Survey

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5. This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSETH as follows:

1. This Deed is entered into pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and sub clauses 4(a)(i) and 4(a)(ii) and 4(b) and 4(c) and 4(d)(i) and 4(e) of this Deed contain planning obligations pursuant to Section 106 of the Act relating to the Land which are enforceable by the County Council and the Council and each of them
2. In the event that planning permission with or without conditions is granted pursuant to the Application and such planning permission (hereinafter called "the Planning Permission") is thereafter implemented by the carrying out of a material operation as defined in Section 56(4) of the Act (and 'Commence' and 'Commencement' shall be construed accordingly) then this Deed shall have full force and effect but not otherwise save that Clauses 4(a) (iii), and 4(b) and 4(d)(ii) and 4(e) and 4 (f) and 4(f)(i) and clauses 5 to 9 inclusive shall have full force and effect from the date hereof but for the avoidance of doubt there shall be excluded from such definition the surveying and demolition of existing buildings site clearance sampling soil testing pegging out tree protection archaeological investigation ecological survey temporary fencing and erection of site compound
3. Unless otherwise specified where any agreement certificate or approval is to be given by the County Council under the terms of this Deed then the same shall not be unreasonably withheld or delayed

Developer's Covenants

4. The Developer for itself and successors in title with the intent to bind the freehold interest in the Land and every part thereof hereby covenants

with the County Council and the Council and with each of them as follows:

- (a) To pay to the County Council:
 - (i) prior to Commencement of the Development the sum of TEN THOUSAND POUNDS (£10000.00) as a contribution ("the Highway Contribution") towards the design and construction of highway improvement works traffic management schemes traffic studies improvements to public transport or such other measures as the Director in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the network affected by traffic associated with the Development such sum to be index linked by reference to the Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by HMSO as collated into a single index in accordance with the SPONS Constructed Civil Engineering Cost Index from April 2004 until the date of payment
 - (ii) prior to Commencement of the Development the sum of THREE THOUSAND NINE HUNDRED AND SIXTY POUNDS (£3960.00) as a contribution ("the Library Contribution") as a contribution to be applied by the County Council towards the costs of providing additional library facilities serving the locality of the Development in such a manner as the County Council in its sole discretion deems necessary to mitigate the impact of the Development such sum to be index linked by reference to the Building Construction Information Service All-In Tender Index multiplied by the regional factor for Hertfordshire from the third quarter of 2003
 - (iii) on the date hereof the whole of the reasonable costs incurred by the County Council's Director of Environment ("the Director which expression shall be deemed to include the servants agents and licensees of the Director) and the County Council's County Secretary in the preparation of this Deed

- (b) Not to Commence nor cause nor permit Commencement of the Development until it has paid both the Highway Contribution in accordance with Clause 4(a)(i) hereof and the Library Contribution in accordance with Clause 4(a)(ii) hereof to the County Council
- (c) With regard to the water supply to the Development:
- (i) to propose that the Water Scheme incorporates fire hydrants in accordance with BS 750 (1984) as reasonably and properly required by the Hertfordshire Fire and Rescue Service ("the Service") and for the purposes of this clause the "Water Scheme" shall mean the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where existing water services are to be used the details of the residential dwellings and the water supply to them which shall be provided by the Owner for the written approval of the Service prior to commencement of construction of any residential dwelling constructed as part of the development
 - (ii) to construct and provide at no cost to the Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Service in writing of the date upon which each and every fire hydrant becomes operational
 - (iii) once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Service until they are adopted by the Service which adoption shall take place upon the issue of a Certificate of Satisfaction by the Chief Fire Officer of the Service the issue of which shall not be unreasonably delayed PROVIDED THAT such Certificate shall not be issued prior to the issue by the Director of the Certificate of Maintenance for the highways in which the fire hydrants are located

- (iv) not to occupy or permit occupation of any building forming part of the Development until such time as it is served by an operational fire hydrant
 - (v) to address any notice to be given to the Service to the Water Services Officer, Fire and Rescue Service, Old London Road Hertford SG13 7LD Telephone 01992 507521
- (d) To pay to the Council:
- (i) prior to Commencement of the Development the sum of TWENTY FIVE THOUSAND POUNDS (£25000.00) ("the Children's Play Equipment Contribution") as a contribution to be applied by the Council towards the costs of improving children's play facilities and public open spaces at Stanborough Park Welwyn Garden City Hertfordshire such contribution to be index linked in accordance with the Retail Price index from April 2004 until the date of payment
 - (ii) on the date hereof the whole of the reasonable costs incurred by the Council in the completion of this Deed
- (e) Not to Commence nor cause nor permit Commencement of the Development until it has paid the Children's Play Equipment Contribution to the Council in accordance with Clause 4(e)(i) hereof
- (f) That it will give the County Council and the Council no less than four weeks written notice of any intention to Commence the Development and further notify the County Council and the Council in writing or procure that they are so notified of each of the following events within 7 days of such event occurring:-
- (i) Commencement


5. It is further agreed by the parties that where any sum to be paid by the Developer under the terms of this Deed is required to be index linked then payment shall be made using the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within 14 days of demand by the County Council and/or the Council

Other matters

6. The Developer hereby warrants that it is the owner of the freehold of the Land and that no other party has an interest in the Land save as disclosed in writing to the County Secretary of the County Council prior to completion of this Deed
7. This Deed shall be registered as a Local Land Charge by the Council
8. Reference in this Deed to the Developer the Council and the County Council shall include and successor in title thereto
9. 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

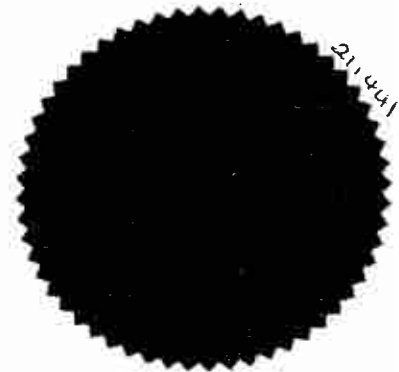
IN WITNESS whereof the parties hereto have executed this Deed as a deed but not delivered until the day and year first before written

The COMMON SEAL of)
WELWYN HATFIELD DISTRICT)
COUNCIL was hereunto affixed to)
this Deed in the presence of:-)

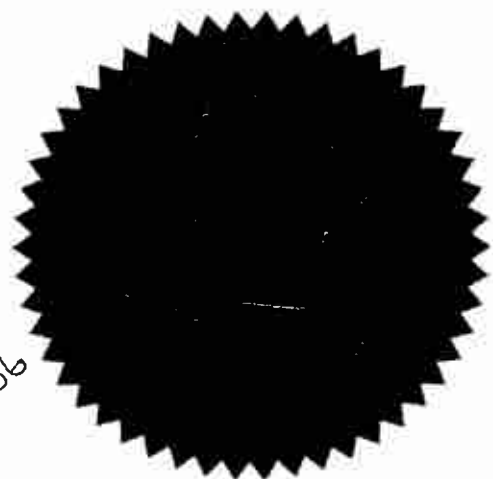

Chairman of the Council



Authorised Officer
Solicitor to the Council

(being its Authorised Officer):-



The COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto)
affixed in the presence of:-)




ANDREW L LAYCOCK
County Secretary/~~Assistant County Secretary~~:

Executed as a Deed by)
LINDEN HOMES CHILTERN LIMITED)
acting by its two Directors or)
one of its Directors and its Secretary)

Director: 

Director/Secretary: 

Completion Statement

From : Chief Legal Services Officer (Ref: MC)

To : Planning (Russell Monck/Matthew Brewer*)

Copies To : Chief Housing Officer
Mrs Beach - Legal Records
Mr Hurd - Exchequer Services
Mr Stone - Insurance Officer
Planning Administration
Estates
D.Reyner - Contracts Customer Services
Miss K. Jeffries - Land Charges*
File

ITP Number

Dated 19 October 2004


TYPE OF TRANSACTION: Section 106 Agreement

PROPERTY: Land at 67 Lemsford Lane, Welwyn Garden City, Hertfordshire
Application Ref: N6/2004/083/FP

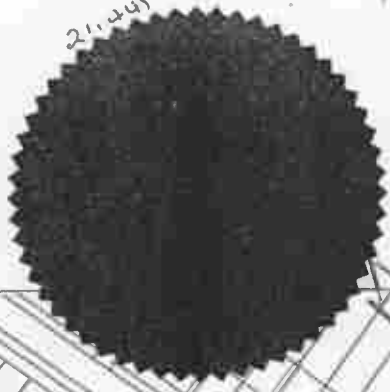
Please note that the above matter was completed on 18 October 2004.

Would you please note your files accordingly. Copy documents are attached for addressees marked*.

The Chief Planning and Environmental Health Officer's attention is drawn to Clause 4 (d) (with regard to children's play equipment contribution) of the Agreement and would he please ensure that the Developer's obligations contained in the Agreement are properly performed.

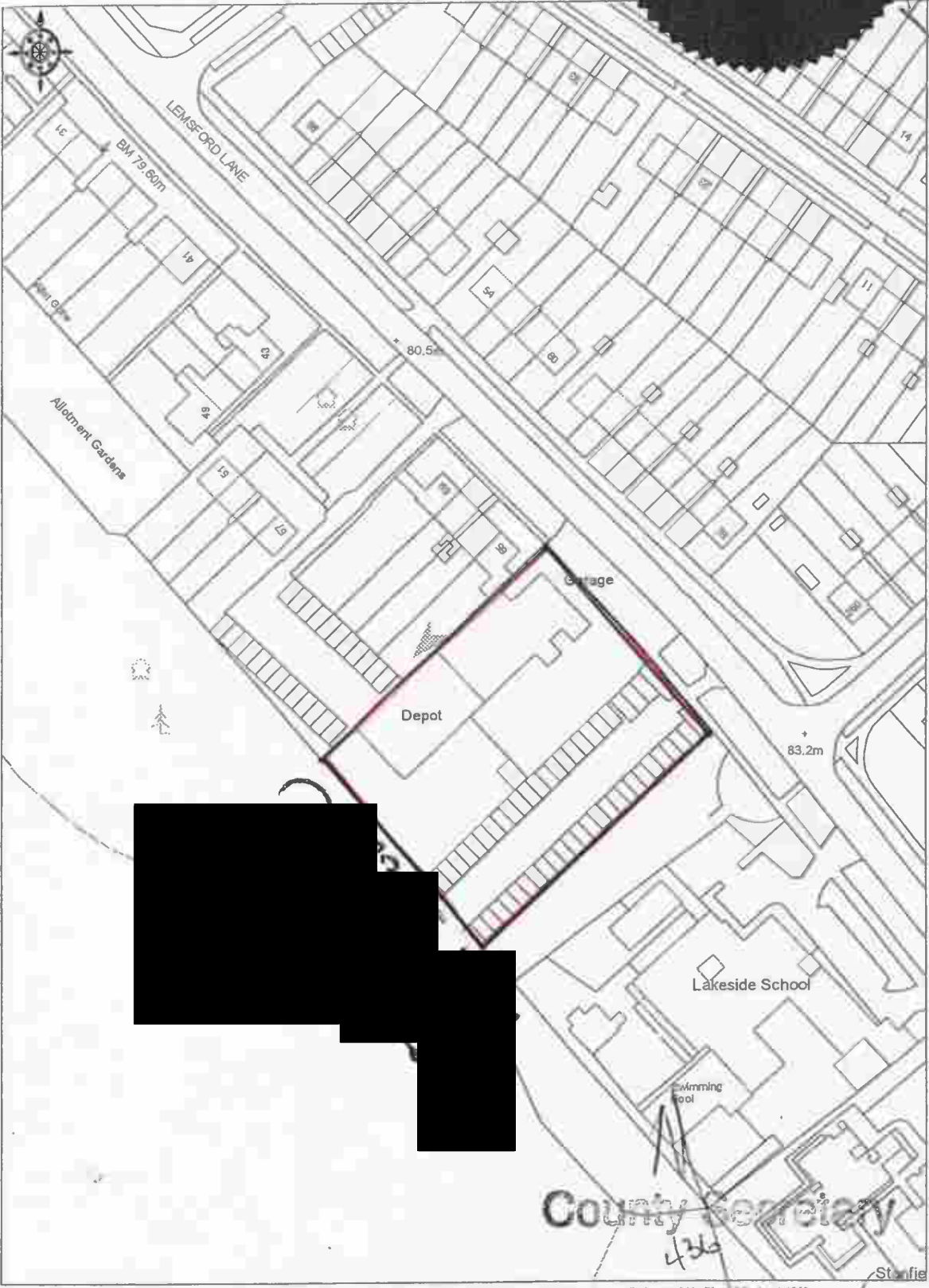

for Chief Legal Services Officer

211-441



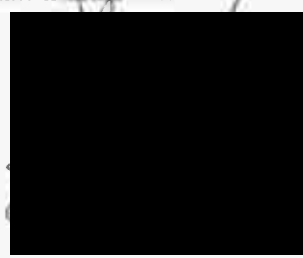
Chairman of the Council

Robert Bubb
Authorized Officer



Ordnance Survey

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