

DATED

2011

DEED OF UNDERTAKING

given by

[]

to

WELWYN HATFIELD BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

STATUTORY POWERS

**Under (inter alia) Sections 106 of the Town and Country Planning Act
1990 (as amended)**

**SITE: Land at Warren Wood Manor, Hornbeam Lane, Hatfield,
AL9 6JF**

DEVELOPMENT: []

PLANNING APPLICATION NO: []

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“the Act”	The Town and Country Planning Act 1990 (as amended)
“Applications”	Application One and Application Two
"Application One"	Application reference No. [] for Development One
"Application Two"	Application reference No. [] for Development Two
“Commencement of Development”	The date on which any material operation (as defined in Section 56(4) of the Act) forming part of Development One or Development Two respectively begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly
“Development One”	The development of the Site comprising []
“Development Two”	The development of the Site comprising []

"Hornbeam Lane"	The land shown coloured [] on the Plan
"Plan"	The plan annexed hereto identifying the Site and Hornbeam Lane
"Planning Permission"	The planning permission(s) to be granted pursuant to the Act and pursuant to Application One and Application Two
"the Site"	All that piece or parcel of land shown more particularly delineated and edged pink on the Plan annexed hereto which is the subject of the Application

2. CONSTRUCTION OF THIS DEED

- 2.1 a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and

the County Council the successors to its statutory functions.

- 2.7 For the purpose of such parts of this Deed as may be subject to the rule against perpetuities the perpetuity period applicable to this Deed shall be eighty years from the date hereof

3. LEGAL BASIS

- 3.1 This Deed is made in pursuance of Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 120 of the Local Government Act 1972, Sections 2, 3 and 4 of the Local Government Act 2000 and all other powers so enabling
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable in respect of the Site by the Council and by the County Council as local planning authorities against the Owner.

4. OWNERSHIP OF SITE

- 4.1 The Owner HEREBY CONFIRMS AND WARRANTS that the Owner is the registered proprietor of the Site comprised within Title Number [] and registered at the [] District Land Registry free from encumbrances save those referred to in the charges register
- 4.2 The Owner covenants to give the Council two weeks written notice of any change in ownership of any of its interests in the Site occurring before the obligation in Clause 10.1(ii) of this Deed has been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not)

5. MISCELLANEOUS

- 5.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 save in respect of obligations given to the Council and the County Council
- 5.2 This Deed shall be registrable as a local land charge in respect of the Site by the Council and in accordance with the requirements of the Land Registration Act 2002 the Owner hereby CONSENTS to this Deed being noted in the Charges Register of

Title Number [].

- 5.3 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 5.4 On the Owner's written submission of evidence showing to the Council's satisfaction the performance and satisfaction of all the obligations contained in this Deed the Council shall be entitled to effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 5.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if either of Planning Permission One or Planning Permission Two is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) modified by any statutory procedure or expires prior to the Commencement of Development.
- 5.7 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 interest in the Site or the part to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 5.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed.

6. WAIVER

- 6.1 No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7. JURISDICTION

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

8. DELIVERY

8.1 This Deed shall take effect on the date hereof

9. CONDITIONALITY

9.1 The obligations at Clause 10 are conditional on:

- (i) the grant of Planning Permission One; and
- (ii) the grant of Planning Permission Two; and
- (iii) Commencement of Development.

10. OBLIGATIONS

10.1 The Owner covenants as follows:

- (i) Hornbeam Lane shall not at any time be used for vehicular access from the public highway to the Site unless otherwise agreed with the County Council
- (ii) to pay to the County Council the sum of £[] on commencement of the Development towards the costs of relocating traffic bollards on Hornbeam Lane

IN WITNESS whereof the Owner hereto has executed this Deed on the day and year first before written

SIGNED and DELIVERED as a DEED by
the []in the presence of:

Witness Signature:)

Witness Name:)

Witness Address:

.....

Witness Occupation: