

DATED 30th April 1991

WELWYN HATFIELD DISTRICT
COUNCIL

and

QUEENSWOOD SCHOOL LTD

and

MIDLAND BANK PLC

and

WOOLWICH BUILDING SOCIETY

AGREEMENT UNDER SECTION 106 OF
TOWN AND COUNTRY PLANNING ACT
1990

relating to Queenswood School
North Mymms Herts

W.J. Anderson
Solicitor to the Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE

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This Agreement dated the 30th day of April 1991 is made between the Council of the first part and the Owner of the second part and the Bank of the third part and the Debenture Holders of the fourth part and the Building Society of the fifth part

Definitions and Interpretation

1) In this Agreement the following expressions shall have the following meanings ascribed to them:-

1.1) the Council Welwyn Hatfield District Council of The Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE

1.2) the Owner Queenswood School Limited of Queenswood Hatfield Hertfordshire

1.3) the Bank Midland Bank PLC

1.4) the Building Society Woolwich Equitable Building Society of Equitable House Woolwich London

1.5) the First Land All that freehold land with the cottages buildings hereditaments and premises and situated to the South of Shepherds Way in the Parish of North Mymms Hertfordshire

1.6) the Second Land All that freehold land and buildings on the north side of Shepherds Way North Mymms Hertfordshire and registered with Title Absolute under Title Number HD 49580

1.7) the S37 Agreement An Agreement dated 20th February 1966 and made between The Hatfield Rural District Council (1) and the Owner (2) pursuant to S37 Town and Country Planning Act 1962

- 1.8) the 1965 Permission A Planning Permission issued to the Owner by the Hatfield Rural District Council and numbered E/1865/65 in respect of the development by the Owner of the Second Land which Development is shown on Plan 'A' annexed hereto
- 1.9) the Development The construction of 3 dwellinghouses on part of the First Land for occupation by staff of Queenswood School and the Development is shown on Plan 'B' annexed hereto
- 1.10) the Planning Permission A Planning Permission issued by the Council pursuant to the Planning Application in the form annexed hereto together with any future variations or amendments approved by the Council
- 1.11) the Planning Application A Planning Application under reference S6/0504/90/OP for the Development together with plans specifications and particulars deposited with the Council
- 1.12) The Bank and the Building Society enter into this Agreement solely for the purpose of giving their consent and not by way of obligation
- 1.13) The expressions "the Council" and "the Owner" shall include where appropriate their respective successors in title and assigns
- 1.14) Unless otherwise provided this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation or amendment of the Planning Permission

1.15) References in this Agreement to any statutes or statutory instruments shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Recitals

2) Whereas:-

2.1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area within which the First Land and the Second Land is situated

2.2) The Owner is the owner in fee simple in possession of the First Land and the Second Land subject only to the Charges in favour of the Bank and the Building Society respectively and warrants that it is in all respects capable of entering into this Deed

2.3) The Owner has by the Planning Application applied to the Council for permission to carry out the Development on the First Land

2.4) The Bank and the Building Society all consent to the Owners execution of this Deed

2.5) The Council is satisfied that the Development is such as may be approved by it under the Act and has agreed to grant the Planning Permission subject to the Owner entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

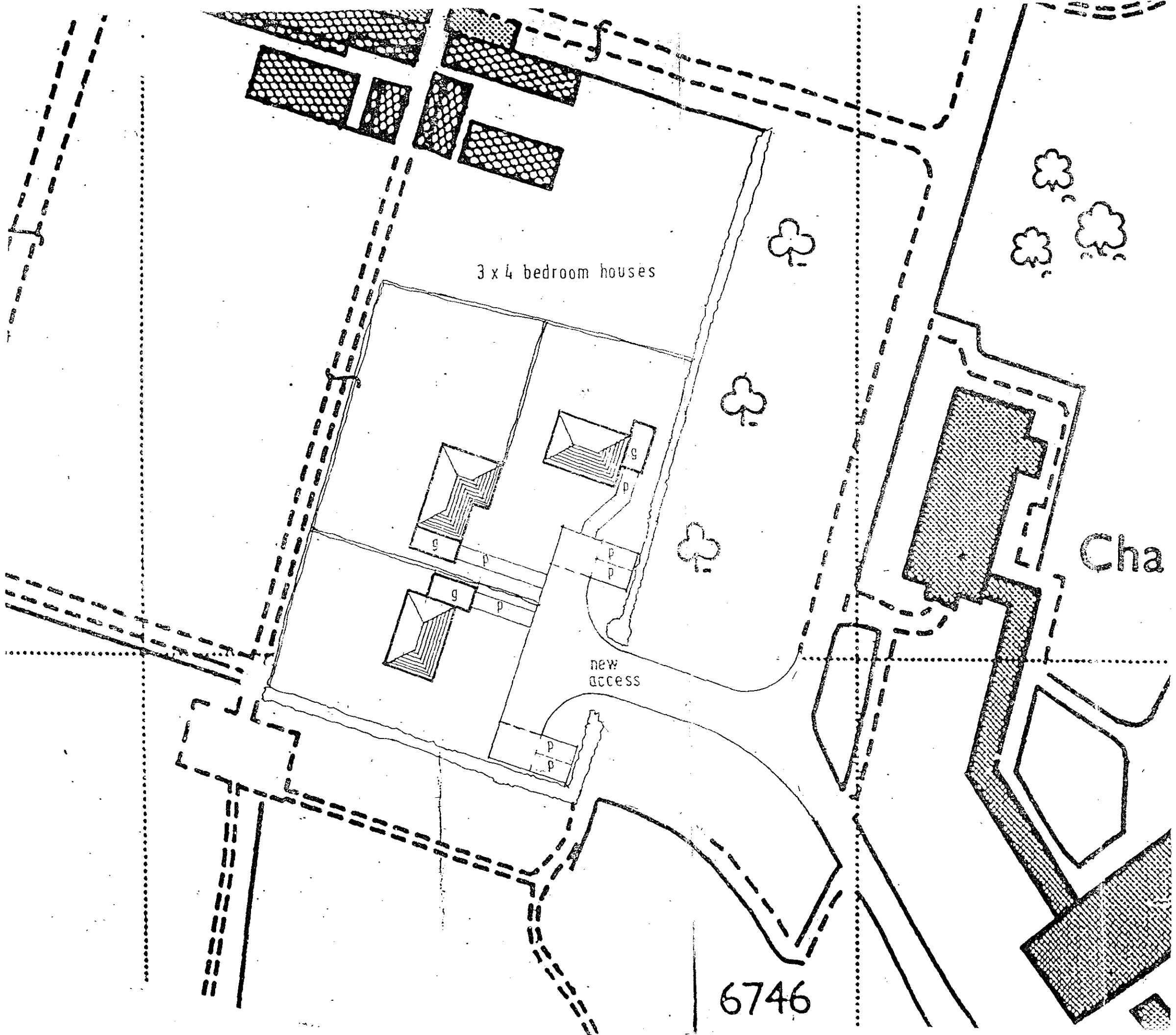
3) This Agreement and the covenants contained herein are made under and pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

Mortgagees Consent

- 4) In pursuance of recital 2.4 hereinbefore contained the Bank and the Building Society have executed this Deed as evidence of their consent to the intent that their interests shall be bound by the terms of this Deed as if this Deed had been executed and registered as a Local Land Charge prior to their interests being created

Owners Covenants

- 5) The Owner hereby covenants with the Council as follows:-
- 5.1) To carry out the Development permitted by the Planning Permission in strict conformity with the plans specifications and particulars deposited with the Council and to use the First Land and the Second Land in accordance with this Agreement and not otherwise
- 5.2) It being agreed between the Council and the Owner that the 1965 Permission shall be revoked from the date hereof not to implement that part of the 1965 Permission which relates to the construction of 3 further dwellings on the Second Land
- 5.3) That it has not already implemented that part of the 1965 Permission in clause 5.2 referred to
- 5.4) Not to make any claim for compensation whether under the Act or otherwise in respect of any expenditure costs or other loss whatsoever incurred in consequence of the Owners covenants in clauses 5.2 and 5.3 referred to

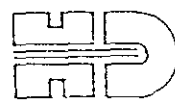



PLAN B



Chairman of the Council
 [Redacted]
 Authorised Officer

REV 2 JULY 1990. TUNNING ROAD & PARKWAY
 REVISIONED

 HERTFORDSHIRE DEVELOPMENTS LTD. 3, Port Hill Hertford Hertfordshire	
Queenswood  DESIGN TEAM:	
Architect	Roger Carter Architects <small>Roger J. Carter, A.R.I.B.A. CHIEF ARCHITECT: I.F.A.S.</small>
Structural Engineer	Dr. Gareth Johnson PhD <small>C.Eng. M.I.Struct.E.</small>
STAFF HOUSES PROPOSED LAYOUT	
Date: July 1990	Drawing No:
Scale: 1:500	686/17a

6746

PLAN A

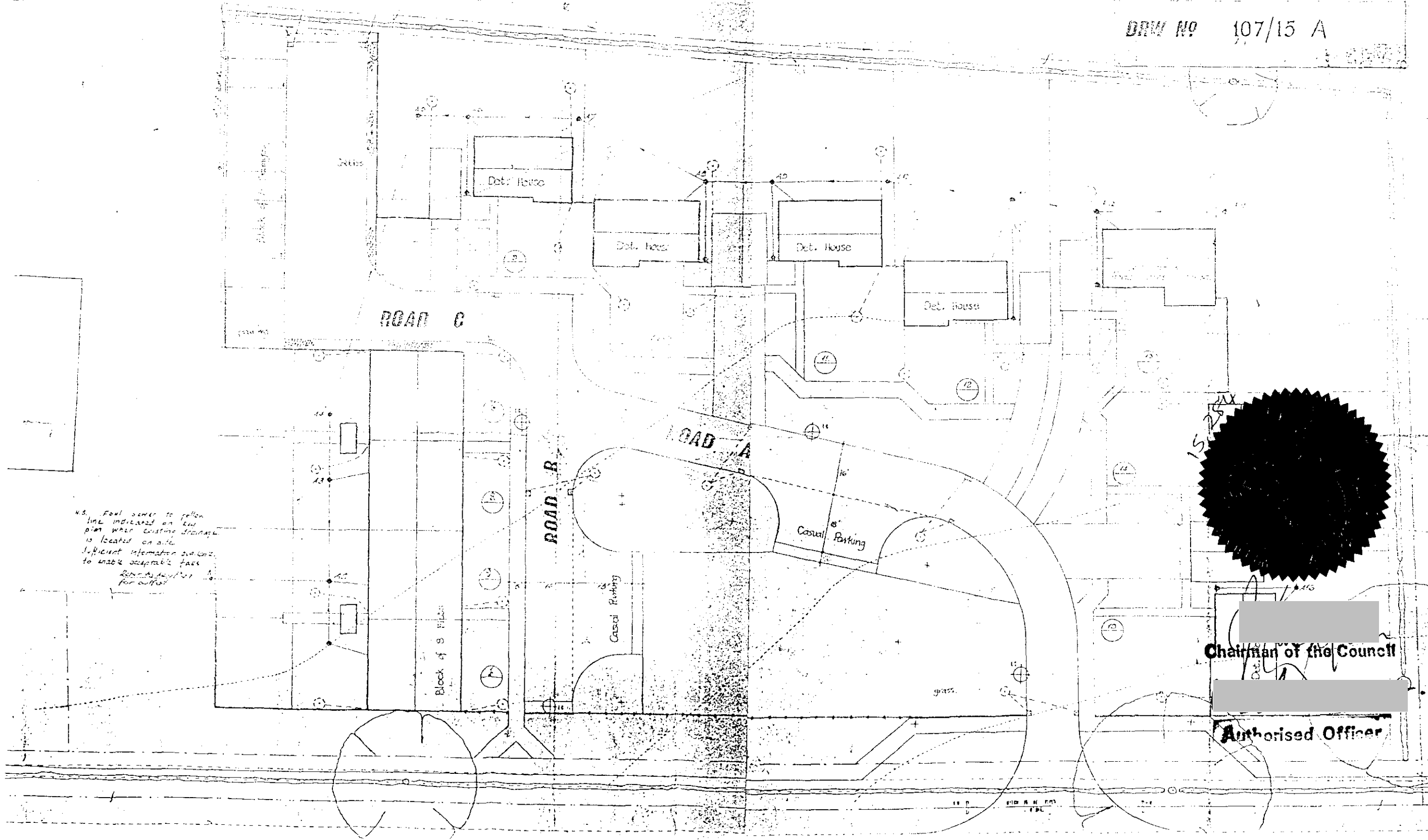
LAYOUT

PROJECT
STAFF HOUSING

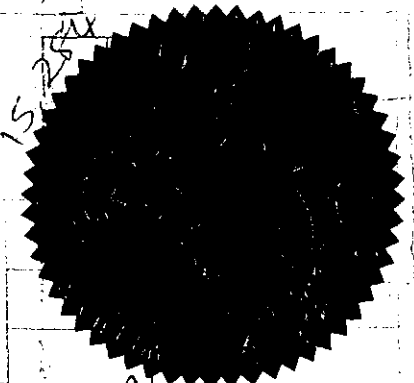
SITE
**QUEENSWOOD SCHOOL
HATFIELD**

DATE 21.8.65 DRAWN BY CHECKED
SCALE 1/2500

DRW NO 107/15 A



4.5. Foul sewer to follow line indicated on this plan when existing drainage is located on site. Sufficient information available to enable acceptable face to be set for other.



Chairman of the Council

Authorised Officer

5.5) At all times hereafter to ensure that the Development and dwellinghouses and premises comprised therein shall only be used and occupied by bona fide members of staff employed at the Owner's Queenswood School together with their families and dependants and such bona fide members of staff shall occupy the said dwellinghouses and premises comprised in the Development solely as domestic residences

5.6) To pay the Council's costs of £250 incurred in the preparation engrossment and execution of this Deed

The S37 Agreement

6) The Council and the Owner agree (and the Council covenants accordingly) that as from the date hereof the S37 Agreement shall cease and be of no further effect but without prejudice to any antecedent breach of the provisions thereof

IN WITNESS whereof the Council the Owner the Bank and the Building Society have executed this S106 Agreement as a Deed the day and year first before written

THE COMMON SEAL of WELWYN)
HATFIELD DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:)

[Redacted]
Chairman of the Council

[Redacted]
Authorised Officer



THE COMMON SEAL of QUEENSWOOD)
SCHOOL LIMITED)
was hereunto affixed)
in the presence of:-)



In Witness whereof a duly authorised Official of the Bank as Attorney of the Bank has hereunto set his hand and seal the day and year first above written

SIGNED, SEALED AND DELIVERED
by DAVID GOODWIN



Attorney of
Midland Bank plc

in the presence of: ALISTAIR HENRY NESS

Witness:

Address:
THE COMMON SEAL of THE WOOLWICH)
BUILDING SOCIETY was)
hereunto affixed in the)
presence of:- J. Allan)