

DATED

8th June 2002

2002

WELWYN HATFIELD DISTRICT COUNCIL

- and -

MICHAEL SHANLY HOMES LIMITED

- and -

MICHAEL JAMES SHANLY

- and -

BARCLAYS BANK PLC

SECTION 106 AGREEMENT

Relating to
Land situate at Leggatts Park, Great North Road, Brookmans Park
in the County of Hertford

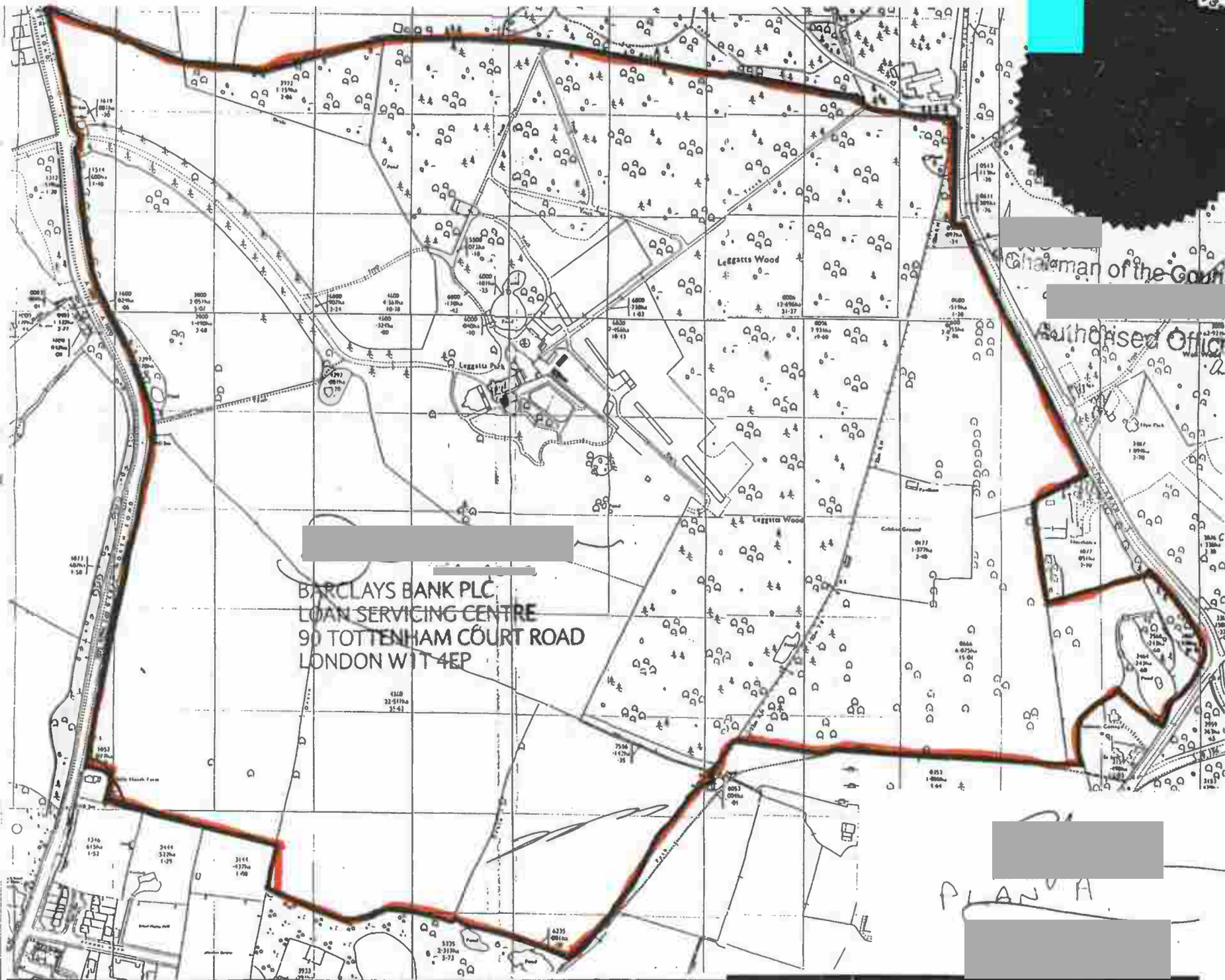
THIS AGREEMENT is made the 8th day of April
Two thousand and two BETWEEN WELWYN HATFIELD DISTRICT COUNCIL of
Council Offices The Campus Welwyn Garden City Hertfordshire ("the Council") of the
first part and MICHAEL SHANLY HOMES LIMITED of "Sorbon" Aylesbury End
Beaconsfield Buckinghamshire HP9 1LW ("the Owner") of the second part and MICHAEL
JAMES SHANLY of "Sorbon" Aylesbury End Beaconsfield aforesaid ("Mr. Shanly") of
the third part and BARCLAYS BANK PLC of Barclays House 1 Gatehouse Road
Aylesbury Buckinghamshire ("the Chargee") of the fourth part.

1 Definitions and Interpretations

1.1 IN this Deed unless the context otherwise requires the following expressions shall have the following meanings attributed to them:-

- "the Land"** All that freehold piece or parcel of land situate at Leggatts Park Great North Road Brookmans Park as the same is more particularly shown by way of identification only edged red on the plan annexed hereto marked "A" ("Plan A").
- "the Development"** Demolition of existing dwellings garages and outbuildings and the erection of six new dwellings together with garages and landscaping fences and walls pursuant to the Planning Permission.
- "The Planning Application"** A planning application under reference S6/2001/114/FP for planning permission to carry out the Development together with plans specifications and particulars deposited with the Council.
- "the Planning Permission"** A planning permission for the Development the subject of the Planning Application in the form of the draft annexed marked "B".
- "the Act"** The Town and Country Planning Act 1990.
- "the Highways Act"** The Highways Act 1980.
- "the Director"** The Director of Environmental Services for the time being of the Council or such other officer that the Council may from time to time appoint to undertake the duties of the Director of Environmental Services.

1.2 The expressions "the Council" and "the Owner" and "Mr. Shanly" and "the Chargee" shall include where appropriate their respective successors in title and assigns.



BARCLAYS BANK PLC
LOAN SERVICING CENTRE
90 TOTTENHAM COURT ROAD
LONDON W1T 4EP

Chairman of the Council
Authorised Officer

PLAN A

1.3 1.3.1 Reference to clauses sub-clauses and Schedules refer to clauses sub-clauses and Schedules of this Deed.

1.3.2 In this Deed the singular shall include the plural and the masculine the feminine and vice versa where the contents so admits.

1.3.3 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.4 Unless otherwise provided all the parties to this Agreement hereby agree and confirm that the covenants and terms of this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation modification or amendment of the Planning Permission which the Council may grant if the Owner has not for any reason commenced the Development within five years from the date hereof.

1.5 References in this Agreement to any statutes or statutory instrument shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time being in force.

2 Recitals

WHEREAS

2.1 The Council is the Local Planning Authority for the area in which the Land is situated and by whom the obligations restrictions stipulations conditions and covenants are enforceable.

2.2 The Owner is the proprietor of the Land with freehold title absolute registered at H.M. Land Registry being Title Numbers HD 316307 and HD 364766 save that part of the Land shown hatched on Plan B of which Mr. Shanly is the proprietor with freehold title absolute registered at H.M. Land Registry being part of Title Number HD 364771.

2.3 The Chargee is the proprietor of a legal charge on the part of the Land of which the Owner is proprietor registered at H.M. Land Registry under Title Number HD 316307.

2.4 The Owner has by the Planning Application applied to the Council for planning permission to carry out the Development on the Land.

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 and Mr. Shanly entering into this Agreement including all the obligations restrictions stipulations conditions and covenants contained herein and the Chargee hereby consents to the Owner entering into the covenants contained herein.

NOW THIS DEED WITNESSETH as follows:-

3 Nature of Agreement

THE parties HEREBY AGREE:-

3.1 The obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act in so far as they fall within the terms of sub-section (1) thereof to the intent that all obligations restrictions conditions and covenants herein shall be binding upon the Owner and Mr. Shanly and their successors in title and shall be registered as a local land charge by the Council under the provisions of the Local Land Charges Act 1975.

3.2 In so far as the obligations restrictions stipulations conditions and covenants contained herein are not planning obligations within Section 106 of the Act the covenants are entered into pursuant to Section 111 of the Local Government Act 1972 and Sections 38 and 278 of the Highways Act and all other enabling powers and this Agreement shall be registered as a local land charge by the Council under the provisions of the Local Land Charges Act 1975.

3.3 Any expense incurred or to be incurred by the Council to which the Owner or Mr. Shanly is or may become liable under this Agreement may be recoverable by the Council as provided by Section 291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the Land and on all estates and interests therein and the Council reserves its right to pursue recovery of any monies due under this Agreement by civil action.

3.4 None of this Deed other than this clause and any other provision hereof required to give effect to this clause and clause 4 below shall take effect unless or until both of the following shall have been satisfied:-

3.4.1 The Planning Permission shall have been granted.

3.4.2 The Development shall have been commenced by or on behalf of the Owner and/or Mr. Shanly by the carrying out on the Land of any material operation by or on behalf of the Owner and/or Mr. Shanly and for the purpose of this Deed the term "material operation" shall have the meaning set out in sub-section 54 (4) (a) (b) (c) and (d) inclusive of the Act **PROVIDED THAT** any works of site inspection testing sampling site surveys archaeological excavations or surveys shall not be deemed to constitute commencement of the Development.

3.5 The Owner and Mr. Shanly and their successors in title shall only respectively be bound by the obligations contained in this Agreement in relation to those parts of the Land of which they are respectively proprietor for the time being and shall not be responsible for any breach thereof occurring after having parted with such proprietorship of part of the Land in respect of which such breach occurs.

4 The Owner's Covenants

THE Owner and Mr. Shanly HEREBY COVENANT in favour of the Council in the event

of the Planning Permission being implemented but not otherwise (save for the avoidance of doubt that the provisions of this Agreement shall bind the parties hereto from the date hereof) as follows:-

4.1 That the residential curtilage (including formal gardens) of each of the dwellinghouses on the Land shall not at any time extend beyond the respective areas shown edged red on the plan numbered PLN 202 Revision A annexed hereto and marked "B" ("Plan B") and the area beyond that edged red shall not be laid out nor used nor cultivated as formal garden areas.

4.2 That in the event of the Planning Permission being implemented the following permitted development rights shall be excluded in relation to the Land that is to say Classes A, B, C, D, E, F and G of Part 1 and Classes A and B of Part 2 Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995.

4.3 To observe and perform the covenants conditions obligations and stipulations contained within the Management Scheme annexed hereto.

4.4 That on the date hereof the Owner will pay the whole of the reasonable costs incurred by the Council in the preparation of this Agreement.

5 The Chargee's Covenants

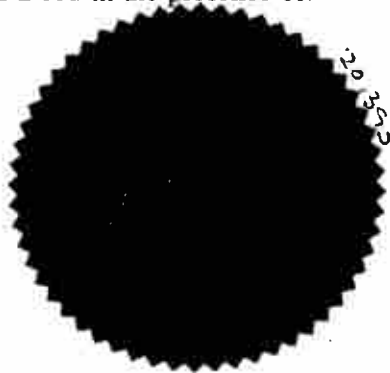
THE Chargee **HEREBY CONSENTS** to the Owner entering into the covenants contained above and the Chargee **AGREES AND COVENANTS** with the Council (so as to bind the Chargee's interest in the Land) in all the terms of clause 4 above and as if this Agreement had been executed and registered as a local land charge prior to the creations of its interest in the Land.

6 Contracts (Rights of Third Parties) Act 1999

NO third party shall have any rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have executed this Deed the day and year first before written.

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



[Redacted signature]
Chairman of the Council

[Redacted signature]
Authorised Officer

" B "

DRAFT



WELWYN HATFIELD COUNCIL

Council Offices, Welwyn Garden City, Herts, AL8 6AE
Telephone: Welwyn Garden (01707)357000

TOWN AND COUNTRY PLANNING ACT 1990 PLANNING DECISION NOTICE – PERMISSION

S6/2001/114/FP

**DEMOLITION OF EXISTING BUILDING AND HARDSTANDINGS AND THE
ERECTION OF SIX NEW DWELLINGS TOGETHER WITH GARAGES, ACCESS,
LANDSCAPING AND PROVISION FOR TWO WILDLIFE LAKES**

**at: LEGGATTS PARK, GREAT NORTH ROAD, LITTLE HEATH, POTTERS
BAR**

Applicant Name And Address

MICHAEL SHANLY HOMES,
SORBON,
AYLESBURY END,
BEACONSFIELD,
BUCKS
HP9 1LW

In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby **PERMIT** the development proposed by you in your application received with sufficient particulars on 25 January, 2001, and shown on the plan(s) accompanying such application, subject to the following conditions:-

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

REASON

To comply with the requirements of Section 91 of the Town and County Planning Act 1990.

2. The development shall only be carried out in accordance with a landscaping scheme which shall be submitted to and approved in writing by the Local Planning Authority before the development commences. The scheme shall show:-

- (1) which existing trees, shrubs and hedges are to be retained or removed.
- (2) what new planting is proposed, together with details of the species, size and method of planting.
- (3) what measures are to be taken to protect both new and existing landscaping during and after development.

Continuation...

The scheme approved shall be implemented and completed in all respects by not later than the planting season following completion of the development, and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

REASON

To enhance the visual appearance of the development.

3. Before any other works on site are commenced in relation to the development permitted, a one metre high chestnut pale fence, or other suitable barrier shall be erected around the outer limit of the crown spread of all trees on site shown to be retained on the approved plan. This fencing shall be retained in this position until the whole of the development is completed. During this period no materials whatsoever shall be stored, fires started or service trenches dug within these enclosed areas without the written consent of the Local Planning Authority.

REASON

To ensure that the existing trees shown to be retained, are safeguarded during building operations.

4. No trees shall be felled, lopped, topped, damaged or otherwise destroyed, without the prior consent in writing of the Local Planning Authority.

REASON

The existing trees represent an important visual amenity which the Local Planning Authority consider should be maintained.

5. Before construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

6. Both existing and proposed levels of the ground shall be shown on detailed plans and sections, which include finished floor levels of all buildings on the site. The plans shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development, which shall only be carried out in accordance with the approved plans.

REASON

To ensure the development is carried out at suitable levels, and to ensure a satisfactory relationship between features and buildings both on and off the site.

Continuation...

7. No demolition or development shall take place within the proposed development site unless and until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation work which has been submitted by the applicant and approved by the Planning Authority.

REASON

To secure the recording of any items of significant archaeological material.

8. No demolition of Leggatts House shall take place otherwise than in accordance with a written procedure designed to protect bats visiting the site which shall have been agreed in writing by the Local Planning Authority prior to demolition works commencing, and demolition shall take place in accordance with that procedure.

REASON

To protect the existing bat habitat.

9. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (or any Order revoking or re-enacting that Order) no developments falling within Part 1 of Schedule 2 to that Order shall be carried out without the written permission of the Local Planning Authority, granted on application.

REASON

To enable the Local Planning Authority to control the total amount of development on the site, which is within the Metropolitan Green Belt.

10. The vehicular access width within the highway boundary shall be 4.8 metres and visibility splays of 2.4 metres by 160 metres shall be provided and permanently maintained in each direction, within which there shall be no obstruction to visibility between 0.6 metres and 2.0 metres above carriageway level.

REASON

In the interest of highway safety.

11. Any gates provided shall be set back a minimum of 5 metres from the edge of the carriageway and shall open inwards into the site.

REASON

In the interests of highway safety.

Date :

Signed:
Chief Planning Officer

MANAGEMENT SCHEME

Leggatts Park, Great North Road, Brookmans Park, Hertfordshire

The object of this management scheme is to enhance the existing wildlife in the vicinity of the land affected through appropriate management. References to areas A, B and C are references to the areas edged green and respectively lettered A, B and C on Plan B attached to this Agreement.

1. Provisions relating to Area A – Acidic Grassland to the rear of Farmhouse:-

To conserve existing botanical and invertebrate value this area shall not be cut or mown until the flowering season of the wild flowers thereon has finished and in any event not before the end of August each year. Any cutting or mowing shall not reduce the growth to a height of less than ten centimetres and all cuttings must forthwith be removed and properly disposed of.

2. Provisions relating to Area B – Grassland along both sides of Main Driveway:-

The grassland on both sides of the main driveway is to be treated as that in Area A mentioned in 1 above except that a three metre strip on either side of the main driveway may be freely mown.

3. Area C – Woodland, Garden and Pond:-

In order to protect the woodland flora, fauna and the general woodland and pond ecology this Area is not to be cultivated or treated as a formal garden and/or pond. In particular (but without limitation) no planting or landscaping and no draining or dredging of the pond shall be carried out without the prior written approval (such approval not to be unreasonably withheld or delayed) of the Director of Environment of Welwyn Hatfield District Council or such other Chief Officer within such other competent authority as may for the time being be responsible for the Environment in the locality of the above mentioned land.

THE COMMON SEAL of MICHAEL)
SHANLY HOMES LIMITED was affixed)
to this Deed in the presence of:-)


Director

Secretary 

SIGNED as a Deed AND DELIVERED by)
the said MICHAEL JAMES SHANLY in)
the presence of:-)



Company Secretary



THE COMMON SEAL of BARCLAYS)
BANK PLC was affixed to this Deed in the)
presence of:-)

Signed as a deed
by Michael Fredric Harris
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of

