

DATED 14 September 2009

- (1) MICHAEL ANTHONY MCINERNEY
- (2) EUNICE LILLIAN MCINERNEY
- (3) WELWYN HATFIELD BOROUGH COUNCIL

UNILATERAL UNDERTAKING

Given Under Section 106 of the Town and Country Planning Act 1990 (as amended)
in respect of land at High Trees, Leggatts Park, Great North Road, Little Heath, Potters Bar EN6 1NZ

EMW Picton Howell LLP

LONDON ♦ MILTON KEYNES

I hereby certify that this copy is a true copy of
the original document which I have seen

.....
Name *Marta Navarro*
EMW Picton Howell LLP Solicitor
Seebeck House, 1 Seebeck Place
Knowlhill, Milton Keynes MK5 8FR
Date: *15/9/09*

THIS PLANNING obligation is dated the 14 of September 2009 and is made by way of unilateral undertaking by **MICHAEL ANTHONY MCINERNEY AND EUNICE LILLIAN MCINERNEY** both of High Trees, Leggatts Park, Great North Road, Little Heath, Potters Bar EN6 1NZ ("the Owners")

1 INTERPRETATIONS

1.1 In and for the purposes of this Deed, the following words and phrases and expressions shall have the meaning assigned to them unless the context otherwise requires

"the Act" means the Town and County Planning Act 1990

"the Application" means an application submitted to the Council for planning permission for erection of garage with ancillary staff accommodation and construction of basement level to garage to provide car parking for private cars only, workshops and garden storage space and supporting documentation submitted therewith which application was allocated reference number S6/2009/1726/FP by the Council

"the Council" means Welwyn Hatfield Borough Council of Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE

"the Development" means the development as more particularly described in the Application

"the Garage" means the garage to be constructed on the Property as set out in the drawings submitted with the Application

"the New Dwelling" means the new dwelling to be constructed on the Property pursuant to the planning consent dated 17 June 2009

"the Obligations" means the planning obligations contained in the Schedule to this Deed

"the Permission" means planning permission for the Development granted pursuant to the Application

"the Plan" means the plan annexed hereto

"the Property" means the land at High Trees, Leggatts Park, Great North Road, Little Heath, Potters Bar as shown for the purposes of identification only edged red on the Plan

1.2 Reference to clauses are (unless the context otherwise requires) to a clause of this Deed and reference to a paragraph are (unless the context otherwise requires) to a paragraph of the Schedule to the Deed

- 1.3 Words importing the singular meaning where the context so admits include the plural meanings and vice versa
- 1.4 Words of the masculine gender include the feminine neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner
- 1.5 References to a statute or a provision of a statute shall include any statute or provision, of a statute amending consolidating or replacing it for the time being in force

RECITALS

WHEREAS:

- (A) The Owners are the freehold owner of the Property and the same is registered at the Land Registry under Title Number HD438178
- (B) The Council is the Local Planning Authority for the area in which the Property is situated for the purposes of the Act
- (C) On 7 August 2009 the Application was submitted to the Council and allocated reference number S6/2009/1726/FP and then subsequently amended
- (D) The Owners have entered into this Deed pursuant to Section 106 of the Act ("Section 106") with the intention that if consent is granted for the Development and the Development is begun then the Council will be able to enforce the Obligations contained in this Deed

NOW THIS DEED witnesses as follows:

- 1 This Deed is made in pursuance of Section 106 and the Obligations herein contained are planning obligations for the purposes of Section 106
- 2 It is intended that the Obligations on the part of the Owner contained in this Deed and set out in the Schedule hereto shall be enforceable by the Council
- 3 The Owners (subject as hereinafter provided) HEREBY COVENANT with the Council to observe and perform the Obligations contained in the Schedule
- 4 The Obligations herein contained shall be conditional upon:
- 4.1 the grant of the Permission and
- 4.2 the implementation of the Permission by the carrying out pursuant to such Permission of any material operation as defined by Section 56 of the Act save that erection of contractors work compound erection of site office or erection of fencing to site

boundaries shall not constitute such a material operation and implementation of the Permission shall be construed accordingly

5 IT IS HEREBY DECLARED as follows:

5.1 the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns and where any such expressions constitute two or more persons or corporate bodies then all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally

5.2 no person or body shall be liable for a breach of covenant contained in this Deed after he she or it shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

6 This Deed may be registered by the Council as a Local Land Charge but in the event that the Obligation does not come into effect as provided in Clause 4 above the Council will be requested to remove any such registration from the said register

7 It is hereby declared that the provisions of The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

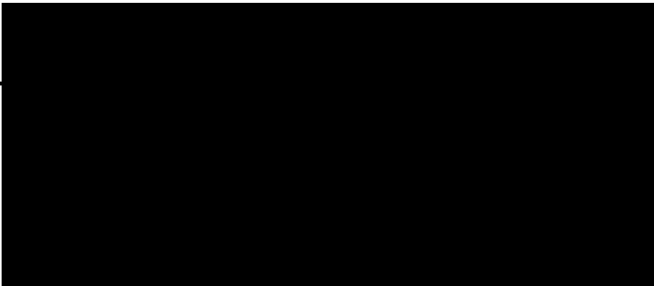
IN WITNESS WHEREOF the Owners have executed this Deed the day and the year first before written

THE SCHEDULE

THE OBLIGATIONS

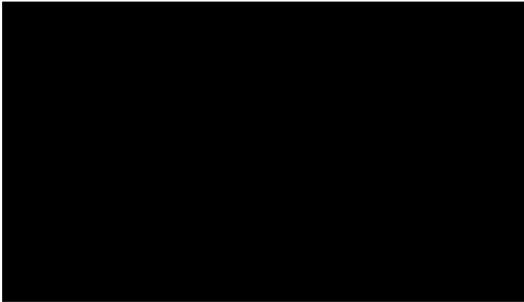
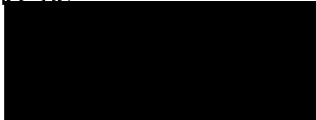
- 1 The Garage shall be limited to the uses as set out in paragraph 2 of the schedule to the unilateral undertaking dated 4 June 2009 which was made in respect of the Property
- 2 The basement area of the Garage as permitted by the Development shall only be used for purposes ancillary to the New Dwelling and/or incidental to the enjoyment of the New Dwelling and the said area shall not be used for living accommodation

SIGNED AND DELIVERED AS A DEED by)
MICHAEL ANTHONY MCINERNEY in the)
presence of)



L. DURANT
84 LORDS WOOD
WELWYN GARDEN CITY
AL7 2HG
P.A.

SIGNED AND DELIVERED AS A DEED by)
EUNICE LILLIAN MCINERNEY in the)
presence of:)



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