

DATED 28 APRIL 2011

Welwyn Hatfield Borough Council

and

Barry Bester and Carol Bester

Unilateral Planning Obligation under Section 106
of the Town and Country Planning Act 1990 and Associated Powers relation to the
development of land at

Wildwood Warrenwood Mews
Hatfield Hertfordshire AL9 6JG

THIS UNILATERAL PLANNING OBLIGATION is dated 28 APRIL 2011
And is made BY:

Barry Bester and Carol Bester whose address is Wildwood Warrenwood Mews
Hatfield Hertfordshire AL9 6JG ("the Owner")

BACKGROUND

- A The Council (as defined below) is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("TCPA 1990") in respect of the Land (as defined below) and by whom the obligations in this Unilateral Planning Obligation are enforceable.
- B The Owner has the freehold interest in the Land.
- C On 31st January 2011 the Owner submitted the Planning Application (as defined below) to the Council for permission to develop the Land for the purposes and in the manner described in the application.
- D The Council has not determined the Planning Application and the Owner enters into this Unilateral Planning Obligation with the intent that any objections by the Council to the grant of Planning Permission are overcome.

NOW THIS UNILATERAL PLANNING OBLIGATION WITNESSES as follows:

1. INTERPRETATION

- 1.1 In this Unilateral Planning Obligation, unless the context otherwise requires:

"the Council"

means the Welwyn Hatfield Borough Council or any authority which may hereafter succeed to its function of enforcing the planning obligations created by this Unilateral Planning Obligation;

"the Development"

means the development authorised by the Planning Permission;

"Implementation"

means any operation as defined in section 56 of the TCPA 1990, but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;

"the Land"

means the land at Wildwood Warrenwood Mews Hatfield Hertfordshire AL9 6JG which is registered at H M Land Registry under Title No. HD362238 and is shown for identification purposes edged in red on the Plan;

"the Plan"

means the Plan attached hereto;

"the Planning Application"

means the application for planning permission under the Council's reference number S6/2011/0198/MA;

"the Planning Permission"

means the planning permission to be granted pursuant to the Planning Application; and

"the Specified Date"

means the date upon which an obligation arising under this Unilateral Planning Obligation is due to be performed.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Unilateral Planning Obligation to any statute or statutory provision includes a reference to:
- 1.3.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated whether before or after the date of this Unilateral Planning Obligation; and
- 1.3.2 all statutory instruments or orders made pursuant to it.
- 1.4 Covenants made in this Unilateral Planning Obligation if made by more than one person are made jointly and severally.
- 1.5 The headings in this Unilateral Planning Obligation are for convenience only and shall not be taken into account in the construction and interpretation of this Unilateral Planning Obligation.
- 1.6 The Schedules to this Unilateral Planning Obligation are and shall be construed as being part of this Unilateral Planning Obligation.

2. THE OWNER'S OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in Schedule.

3. STATUTORY PROVISIONS

This Unilateral Planning Obligation:

- (a) Is given by the Owner to the Council;

- (b) Is given pursuant to section 106 of the TCPA 1990 and shall be enforceable in accordance with the provisions of section 106(3) of the TCPA 1990;
- (c) Is a planning obligation for the purposes of section 106 of the TCPA 1990;
- (d) Is given with the intent to bind the Owner's freehold interest in the Land;
- (e) Shall be enforceable by the Council as local planning authority; and
- (f) Is executed by the Owner as a Deed.

5. NOTICE

The covenants in this Unilateral Planning Obligation shall take effect only upon the date specified by the Owner in a written notice served upon the Council as the date upon which the Development is to be commenced or if no valid notice is served the actual date of Implementation of the Planning Permission.

6. CONDITION PRECEDENT

If the permission granted pursuant to the Planning Application shall expire before the Development is Implemented or shall at any time be revoked this Unilateral Planning Obligation shall forthwith determine and cease to have effect.

7. AMENDMENT OF UNILATERAL PLANNING OBLIGATION

This Unilateral Planning Obligation cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

8. REGISTRATION

8.1 The Owner recognises and agrees that covenants in this Unilateral Planning Obligation shall be treated and registered:

- (a) as local land charges for the purposes of the Local Land Charges Act 1975; and

(b) in the Charges Register(s) of the registered title(s) of the Owner at H M Land Registry.

8.2 The Owner shall as soon as reasonably practicable after the completion of this Unilateral Planning Obligation at its own cost do or concur in doing all things necessary to enable an entry of this Unilateral Planning Obligation to be made in the Charges Register(s) of the title number(s) of the Land and following the making of such entries shall furnish the Council's Borough Solicitor with a certified copy of the Title Information Document(s) relating to the said title(s) in order that he may satisfy himself that such entries have been made.

9. **ARBITRATION**

All disputes, differences or questions arising out of this Unilateral Planning Obligation or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Law Society of England and Wales having due regard to any representations made to him as to the appropriate qualifications of such arbitrator. The arbitration shall take place in London and shall be in accordance with and subject to the provisions of the Arbitration Act 1996.

12. **COSTS**

The Owner undertakes that on the execution of this Unilateral Planning Obligation it will pay the Council's costs incurred in the negotiation, preparation and settlement of this Unilateral Undertaking in the sum of £500 plus vat.

H.M. LAND REGISTRY

TITLE NUMBER

HD 36 22 38

ORDNANCE SURVEY
PLAN REFERENCE

TL2606

Scale

1/1250 Enlarged from 1/2500

ADMINISTRATIVE AREA

HERTFORDSHIRE : WELWYN HATFIELD

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SCHEDULE 2

PROFORMA

EVENT NOTIFICATION AND PAYMENT

**PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL
UNDERTAKING**

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS
.....
.....

SITE OWNER DETAILS

Name

Contact name

Address
.....
.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Occupation of Development (Number if relevant) – date:.....

Completion of Development – date:

13 Notification Form

13.1 The Owner undertakes that on the Upon Implementation of the Planning Permission they shall immediately notify the Council by completing and sending the attached notification form to the Council addressed to Welwyn Hatfield Borough Council, Director of Strategy and Development, Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE.

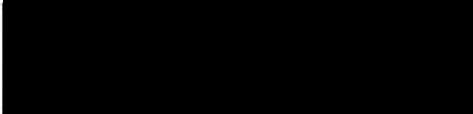
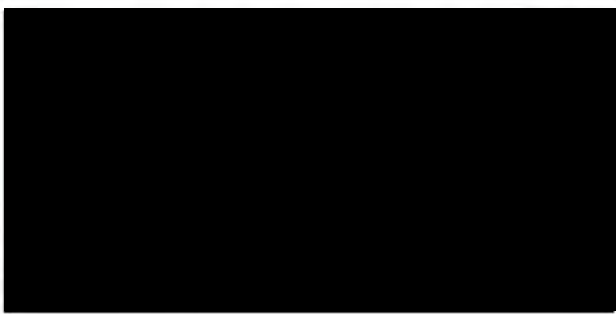
IN WITNESS of which this Unilateral Planning Obligation has been duly executed as a Deed and has been delivered once dated.

SCHEDULE

The Owner Covenants with the Council forthwith upon Implementation of the Planning Permission

- (a) That the ancillary living accommodation within the detached outbuilding shall only be used by the Owner/Owner's family or staff employed on the Land by the Owner in connection with the occupation of the Land as a residential dwelling.
- (b) That the ancillary living accommodation with the detached outbuilding shall at no time be let occupied separately or sold as an independent dwelling

SIGNED AS A DEED by
Barry Bester and Carol Bester
In the presence of



Witness full name *Dorothe Abou Hamad*

Witness address *15 Anthonne Close
Potters Bar, Herts
EN6 1RW*