

T H I S A G R E E M E N T is made the 3rd day of August One Thousand Nine Hundred and Ninety Two B E T W E E N HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertfordshire (hereinafter called "the County Council which expression shall include its successors in title") of the first part and WELWYN HATFIELD DISTRICT COUNCIL of Council Offices The Campus Welwyn Garden City Hertfordshire (hereinafter called "the Council which expression shall include its successors in title") of the second part RESORT HOTELS PLC whose registered office is situate at Resort House Edward Street Brighton East Sussex (hereinafter called "the Developer") of the third part and WELWYN HATFIELD SPORTS CENTRE TRUST LIMITED whose registered office is situate at Gosling Sports Park Stanborough Road Welwyn Garden City Hertfordshire (hereinafter called "the Sports Trust") of the fourth part and ~~WELWYN HATFIELD DISTRICT COUNCIL~~ whose registered office is situate at ***** (hereinafter called "the Surety") of the fifth part

Handwritten signatures and initials:
WPA
J.D.
D.
E.C.

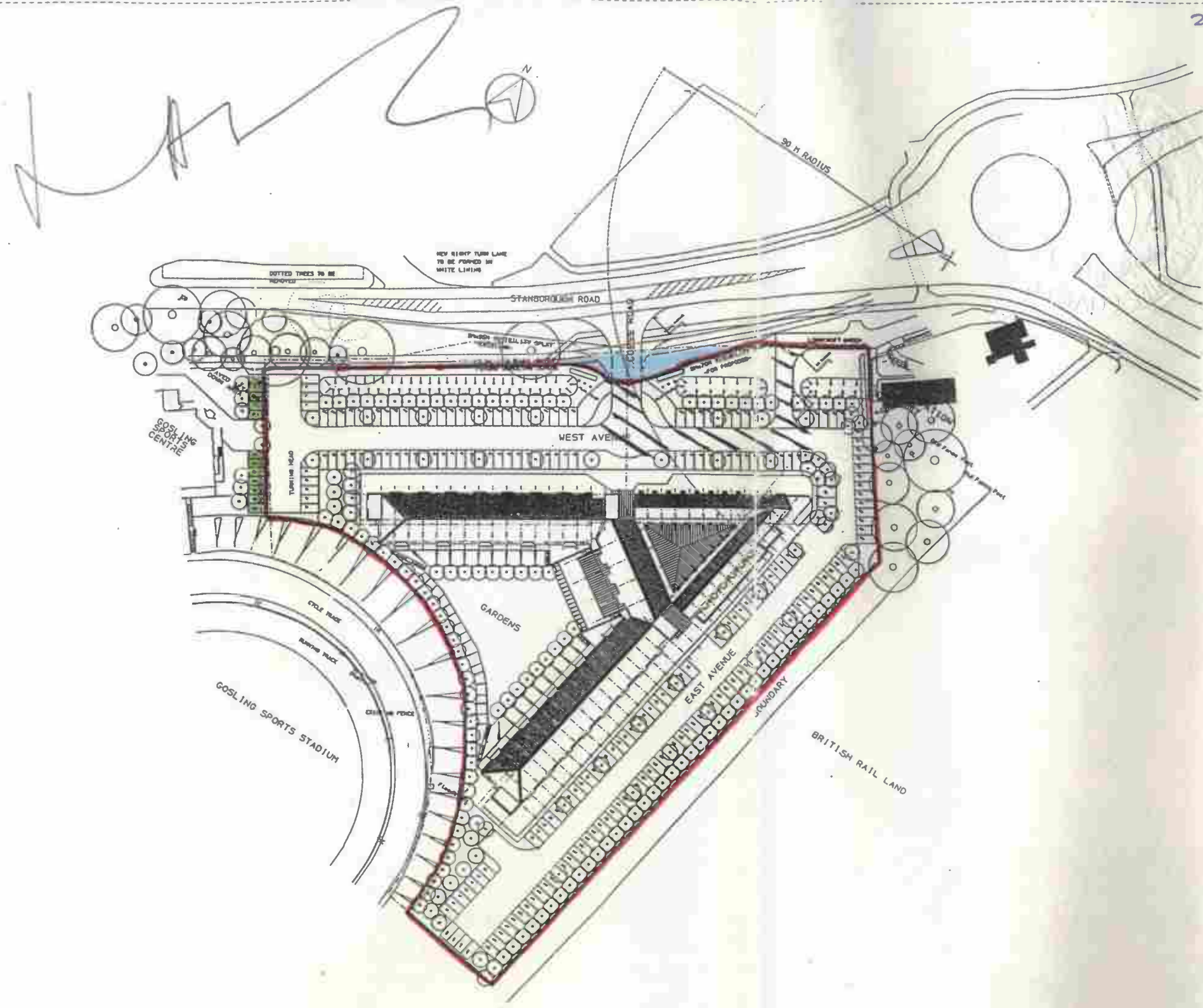
WHEREAS

1. The County Council is the Highway Authority for the A6129 Stanborough Road Welwyn Garden City Hertfordshire.
2. The County Council and the Council are Local Planning Authorities for the purpose of the Town and Country Planning Act 1990 for the area of land (hereinafter called "the Land") for the purposes of identification only shown edged red on Drawing No BA Z A51 B attached hereto and also principal Councils within the meaning of Section 111 of the Local Government Act 1972.
3. The Developer has applied to the Council for planning permission under Application No. N6/0694/91 FP for the development of the Land for hotel purposes (hereinafter called "the Development").
4. The Developer has agreed to carry out at its own expense certain highway improvement works including ancillary and statutory undertakers works to the A6129 Stanborough Road (hereinafter called "the Works") on the terms conditions and stipulations hereinafter appearing.

J.R.M. Gould
Head of Environment.

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This drawing is not to be sealed
The contractor is to be informed of any
errors before work proceeds
The contract administrator is responsible
for checking all dimensions



P. A. Mather
Chairman of the Council

W. J. Anderson
Authorised Officer

Rev 1 - Nov 82 - parking layout amended
Rev 2 - Dec 91 - 50 to access amended
Revisions



RJP Partnership
15 Broad Street
Bristol, GBR 1 2JG
Architects
Tel: 0273 735583
Fax: 0273 729182

VELVYN RESORT HOTEL		
By	LANDSCAPING & CAR PARKING	
Job ref	Proj no	Rev
33AZ	AS1A	B
Aut.	Scale	

WJ

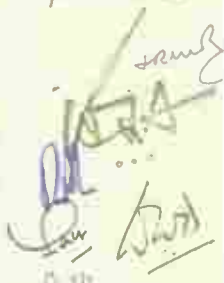
W. J. Anderson



W. J. Anderson
CHAIRMAN
W. J. Anderson
VICE CHAIRMAN
W. J. Anderson
SECRETARY

5.(i) The Council is presently entitled to the freehold of the Land and the Works are required to facilitate the development of the Land.

(ii) The Sports Trust is presently entitled to the leasehold of *part of the Land* and the adjoining land presently known as "Gosling Sports Park" by virtue of a lease dated 22 December 1965 and made between Welwyn Garden City Development Corporation (1) and Welwyn Gosling Stadium Athletic and Sports Association (2) and the Works are required on this adjoining land to facilitate the development of the Land.



6.(i) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 insofar as they fall within the terms of Sub-Section (1) thereof.

(ii) Insofar as the obligations contained herein are not planning obligations within Section 106 of the said 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 1980

(iii) The Council and the County Council are for the purposes of the said section 106 the Local Planning Authorities empowered to enforce the planning obligations herein contained.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In the event that planning permission with or without conditions is granted by the Council or by the Secretary of State for the Environment pursuant to Application No. N6/0694/91FP and the Developer shall proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise save that Clause 2(p) shall have full force and effect from the date hereof.

2. The Developer for itself and its successors in title hereby covenants with the County Council and the Council and the Council for as long as it retains its freehold interest in the Land hereby covenants with the County Council as follows:

- (a) That they shall at their own expense carry out the Works described in the Schedule hereto in Stanborough Road Welwyn Garden City as shown in principle on Drawing No. BA Z A51 B attached hereto together with such ancillary works as may be required by the Director of Transportation of the County Council (hereinafter called "the Director" which expression shall be deemed to include the servants agents and licensees of the Director wherever it appears in this Agreement) which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment.
- (b) That the Works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and that there shall be no interruption to the two-way flow of traffic on the A6129 Stanborough Road between 7.30 and 9.30 and between 16.30 and 18.30 on any day Monday to Friday inclusive.
- (c) That the Works shall be carried out in accordance with the "Specification for Highway Works" published by Her Majesty's Stationery Office in 1986 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the Works and as modified and extended by Supplements issued by the Director.
- (d) That they shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected by the Works to the satisfaction of the Director.

- (e) That they shall notify the Director's Divisional Highway Manager in writing at least 14 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify the Divisional Highway Manager in writing at least 14 days prior to the commencement of the Works of their intention to proceed.
- (f) That the Works shall be carried out under the terms of a construction contract incorporating the most up to date edition of the appropriate form of contract issued by the Joint Contracts Tribunal and commonly known as the JCT Conditions of Contract by a roadworks contractor approved by the Director.
- (g) (i) That the Works shall not be commenced until detailed contract drawings based on Drawing BA Z A51 B have been prepared by the Developer or a successor in title and have been approved by the Director in writing
- (ii) That they shall accept the supervision of the Director and shall carry out the Works in accordance with the approved contract drawings and to a standard of workmanship and quality of materials approved by the Director.
- (h) That they shall pay to the County Council before the commencement of the Works a sum equal to a percentage of the total estimated cost of the Works in respect of the costs incurred by the County Council in supervising the Works such percentage to be calculated at the rate of 5%
- (i) That they will have in force at all relevant times a policy of insurance indemnifying the County Council against all claims whatsoever arising out of or in connection with the Works the insured sum to be not less than £3 million in respect of any single accident.

- (j) That the Works shall be completed to the satisfaction of the Director within six months of their commencement and in any event shall be completed prior to any occupation of the Development for hotel purposes.
- (k) That they shall fully maintain the Works for a period of twelve months from the date of the issue of a Certificate of Completion by the Director and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period.
- (l) That they will provide the Director with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the Certificate of Completion together with record drawings showing details of all aspects of the Works as constructed.
- (m) That should they arrange for the carrying out of the Works or any part thereof to be undertaken by any third person they will ensure that contracts with such third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the covenants herein contained.
- (n) That they will indemnify the County Council and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Works and for the purposes of this indemnity they are deemed to carry out the Works as agents for the County Council.
- (o) That the Council will forthwith upon the issue of the Completion Certificate dedicate as public highway the land coloured blue on Drawing No BA Z A51 B attached hereto.

(p) That on the date hereof they shall pay the whole of the reasonable costs incurred by the Council and the County Council in the preparation of this Agreement and the approval of detailed contract drawings and plans.

3. The Developer and the Council qua freeholder for as long as it retains its freehold interest in the Land jointly and severally covenant for themselves and their successors in title with the Council qua Local Planning Authority

i) Upon demand to pay the whole of the reasonable costs of the Council incurred in obtaining a Prohibition of Driving Order for such part of the public highway known as Longcroft Green as is necessary for the implementation of the Development it being acknowledged by the Developer that the Council may not be successful in obtaining such order.

ii) That at all times hereafter and at the Developers sole expense to provide free and unfettered access to and egress from the properties being Numbers 1 and 2 Longcroft Green and the Salvation Army Hall with or without vehicles onto the public highway known as Stanborough Road the said properties being shown coloured black ~~as~~^{on} the Drawing No BA Z A51 B and the route of such access being shown hatched in black on the said Drawing the Developers providing at their own expense permanent advance directional signing on Stanborough Road to the Salvation Army Hall as reasonably required by the Council.

iii) To allow the Council and Sports Trust to inspect the Development at any reasonable time on reasonable notice (save in the case of emergency) and to fully consult the Council and the Sports Trust throughout the development period.

4. The Developer hereby covenants with the Council to indemnify the Council against all expense or loss incurred by the Council in carrying out or observing any of the terms conditions and



Handwritten signatures and initials in blue and black ink on the right margin, including a signature that appears to be 'D. J. ...' and another that appears to be 'D. J. ...'.

stipulations on their part contained in Clause 2 PROVIDED that the Developer's indemnity hereunder shall not extend to any liability to the owners and/or occupiers of Numbers 1 and 2 Longcroft Green and/or the Salvation Army Hall by reason of the alteration and/or stopping up of the roadway by which they currently gain access to Stanborough Road.

5. The Developer for itself and its successors in title hereby covenants with the Council and the Sports Trust to construct at their own expense twelve car parking spaces on the adjoining land of the Sports Trust in the positions numbered 5 to 16 inclusive on the Drawing No BAZA A51 B and coloured green with full and uninterrupted rights of way being hereby granted to the Developer and its successors with or without vehicles at all times for the purposes of constructing the said spaces and thereafter using them in common with the users of the Collingwood Suite on the adjoining land of the Sports Trust subject always to the payment by the Developer (or its successors and assigns as the case may require) ^{to the Sports Trust} on demand of a fair and reasonable proportion (according to user) of the costs in maintaining the same in a good and sufficient state of repair and condition, cleansing the same, lighting the same and draining the same save that it is hereby agreed and declared that neither the Sports Trust nor their respective successors and assigns shall be under any obligation to carry out any such works.

6. The County Council hereby covenants with the Council and the Developer and with their respective successors in title and with each of them as follows:

(a) That it hereby authorises them and the approved roadworks contractor as aforesaid to carry out the Works within the A6129 Stanborough Road subject to the terms conditions and stipulations in Clause 2 hereof.

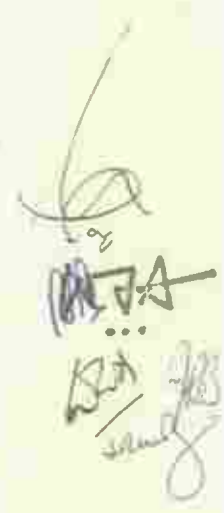
(b) That after the expiry of the aforesaid twelve months maintenance period and provided always that the Works have

successors and assigns ~~as~~ as the case may require)

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been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good to the satisfaction of the Director to the satisfaction of the Director the Director shall thereupon issue a Certificate of Maintenance of the Works and as from the date of such Certificate the Works shall become maintainable at public expense.

7. The Surety hereby covenants that if the ~~Council and the~~ Developer or any successor in title fails at any time to carry out or observe any of the terms conditions and stipulations on their part contained in Clause 2(a) to 2(p) hereof or in the event of any of them going into liquidation or entering into a deed of arrangement for the benefit of its creditors or being adjudged bankrupt the Surety shall pay to the County Council such sum as may be certified by the Director to be required in order to complete the Works and remedy any defects prior to the Works becoming maintainable at the public expense and such further sum as the Director of Law & Administration for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT the total sums payable by the Surety shall not exceed £50,000
8. If the sum paid by the Surety in accordance with Clause 6 exceeds the final cost of the Works (including the County Council's supervision and legal charges and any statutory undertakers charges) at the time of the issue of the Certificate of Maintenance such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the County Council and its repayment to the Surety.
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9. The parties hereto agree that the covenants herein are entered into pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 111 of the Local Government Act 1972 and all other powers enabling and without prejudice to the generality of the foregoing all the covenants hereinbefore contained on the part of the Developer and Council and their successors to carry out work or to do any other thing on or in relation to the Works or Land to which such covenants relate are covenants to which Section 33 applies.

10. This Agreement shall be registered as a Local Land Charge.

11. Any expense incurred or to be incurred by the County Council to which the Council or the Developer or any successor in title is or may become liable under this Agreement may be recoverable by the County 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.

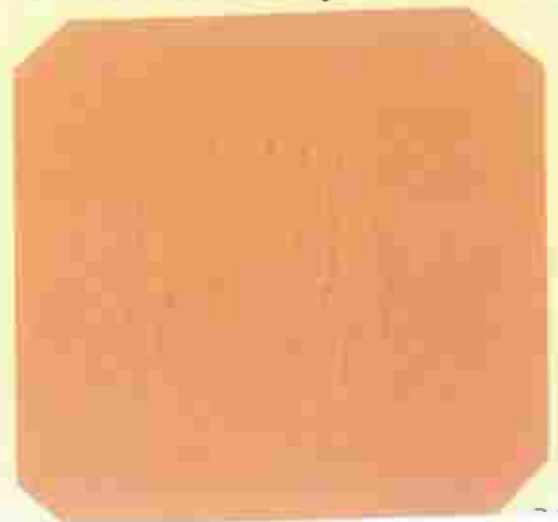
THE SCHEDULE

The Works referred to in Clause 2(a) of this Agreement and shown in principle on Drawing BA Z A 51 B shall comprise the provision of a right hand turn lane to include road construction drainage kerbing footways street lighting traffic signs and carriageway markings and landscaping.

I N W I T N E S S whereof the parties hereto have caused their respective Common Seals to be hereunto affixed to this deed the day and year first before written

The COMMON SEAL of the)
 HERTFORDSHIRE COUNTY)
 COUNCIL was hereunto)
 affixed to this Deed)
 in the presence)
 of:-)

J. R. M. *[Signature]*
 Head of Environment



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

P. Mather

Chairman of the Council

W. J. Anderson

Authorised Officer



The COMMON SEAL of)
RESORT HOTELS PLC)
was hereunto affixed)
to this Deed)
in the presence of:-)

DIRECTOR

RM

W. D. ...

SECRETARY



The COMMON SEAL of)
WELWYN HATFIELD SPORTS)
CENTRE TRUST LIMITED was)
hereunto affixed to this)
Deed in the presence of:-)

W. J. Anderson

CHAIRMAN

VICE CHAIRMAN

W. J. Anderson

Signed as a ...



The COMMON SEAL of)
was hereunto affixed)
to this Deed)
in the presence of:-)

LESLIE HUGHES

Leslie Hughes

In the presence of:

Sarfaraz Hussain Khan Rao

SARFARAZ HUSSAIN KHAN RAO

Bank Official

National Westminster Bank Plc

Legal ...
Solicitor ...
London ...

3rd August 1992

HERTFORDSHIRE COUNTY COUNCIL

- and -

WELWYN HATFIELD DISTRICT COUNCIL

- and -

RESORT HOTELS PLC

- and -

WELWYN HATFIELD SPORTS
TRUST LIMITED

Agreement under S.106 Town
and Country Planning Act 1990
in relation to land in
Stanborough Road, Welwyn Garden
City

W J CHURCH
Director of Law & Administration
County Hall
HERTFORD
SG13 8DE

Ref: AJW



Melinda Davies - Legal

Environmental Services - Planning - FAO Peter Bandy
Local Land Charges

Ref: MJD/SJD

RESORT HOTEL - SECTION 106 AGREEMENT

Please ask for:
Mrs Davies

27 November, 1992

*Perhaps covers - land farming
part of Gortling Sports Park Stanborough Lane
and land at Longcroft Green - see attached plan*

The above Agreement was entered into on 3 August, 1992 between Hertfordshire County Council, this Council, Resort Hotels Plc, Welwyn Hatfield Sports Centre Trust Limited and National Westminster Bank Plc.

Please note as appropriate.

Melinda Davies

MELINDA DAVIES
Principal Solicitor

Planning Decision Notice^{Ref.} No. N6 / 0694 / 91 / FF



PROJECT

TITLE

DRAWING NUMBER

DRAWN BY

SCALE
1 1250

DATE
22/01/92



PLANNING AND DEVELOPMENT SERVICES
 COUNCIL OFFICES, THE CAMPUS
 WELWYN GARDEN CITY
 HERTFORDSHIRE AL8 6AE
 TEL. 0707 331212
 Dir. A. F. Moore

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