

DATED

6th April

2016

- (1) WELWYN HATFIELD BOROUGH COUNCIL  
AND
- (2) ST ALBANS CITY AND DISTRICT COUNCIL  
AND
- (3) HERTFORDSHIRE COUNTY COUNCIL  
AND
- (4) GOODMAN REAL ESTATE DEVELOPMENTS  
(2003)  
AND
- (5) ARLINGTON BUSINESS PARKS GP LIMITED  
(as land owner and as general partner of Arlington  
Business Parks Partnership)  
AND
- (6) BAe SYSTEMS PLC  
AND
- (7) ONE HATFIELD HOSPITAL LIMITED

---

**Supplemental Planning Obligation by  
Agreement**

entered into pursuant to Sections 106 and 106A  
of  
the Town and Country Planning Act 1990  
in relation to land at the former  
Hatfield Aerodrome, Comet Way, Hatfield

---

## TABLE OF CONTENTS

	<b>Page</b>
1. INTERPRETATION.....	4
2. STATUTORY PROVISIONS AND LEGAL EFFECT.....	7
3. VARIATIONS TO THE PRINCIPAL DEED (AS AMENDED).....	7
4. AGREEMENTS AND DECLARATIONS .....	7
SCHEDULE           Variations to the Principal Deed (as amended).....	9
ANNEXURE 1       Healthcare Site	
ANNEXURE 2       Revised Master Plan	
ANNEXURE 3       Revised Master Plan (2016)	

DATED

6th April 2016

**THIS SUPPLEMENTAL DEED OF AGREEMENT IS MADE BETWEEN**

- (1) **WELWYN HATFIELD BOROUGH COUNCIL** of Council Offices, Welwyn Garden City, Hertfordshire (referred to in the Principal Deed as "the District Council");
- (2) **ST ALBANS CITY AND DISTRICT COUNCIL** of Council Offices, St Peter's Street, St Albans, Hertfordshire AL1 3JE;
- (3) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire ~~AL8 6AF~~; *CP*
- (4) **GOODMAN REAL ESTATE DEVELOPMENTS (2003)** (Company registration number 01464587) (formerly known as Arlington Property Developments Limited and Arlington Property Developments (2003) and referred to in the Principal Deed as "Arlington") whose registered office is situate at Nelson House, Central Boulevard, Blythe Valley Park, Solihull West Midlands B90 8BG;
- (5) **ARLINGTON BUSINESS PARKS GP LIMITED** (Company registration number 4233559) whose registered office is situate at Nelson House, Central Boulevard, Blythe Valley Park, Solihull West Midlands B90 8BG as land owner and as general partner of the limited partnership carrying on business under the name **ARLINGTON BUSINESS PARKS PARTNERSHIP** (Registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with number LP8624);
- (6) **BAe SYSTEMS PLC** (Company registration number 1470151) (formerly known as British Aerospace Public Limited Company) whose registered office is situate at 6 Carlton Gardens, London SW1Y 5AD;
- (7) **ONE HATFIELD HOSPITAL LIMITED** (Company registration number 9635556 whose registered office is situate at 148 Edmund Street, Birmingham B3 2JR.

**PRELIMINARY**

- (A) Words and phrases used in this Deed are defined in Sub-Clauses 1.1 to 1.8 inclusive.
- (B) The Healthcare Site forms part of the Principal Site which is bound by the terms and obligations contained within the Principal Deed (as amended).
- (C) ABPGP is the freehold title owner of the Healthcare Site registered at the Land Registry under Title Number HD297619.
- (D) BAe is the freehold title owner of that part of the Principal Site which is registered at the Land Registry with Title Number HD39202.
- (E) The Contracting Purchaser has the benefit of a contract to acquire the Healthcare Site.

- (F) The Borough Council is the local planning authority for the purposes of Part I of the Act for the area within which the Healthcare Site is situated.
- (G) St Albans is the neighbouring local planning authority and is also the local planning authority for part of the land bound by the Agreements. It is the beneficiary of covenants contained in the Agreements and so has a legitimate interest in entering into this Deed.
- (H) The County Council is (inter alia) the planning, highways and education authority for the County of Hertfordshire and is the beneficiary of covenants contained in the Agreements.
- (I) This Deed is supplemental to the Agreements.
- (J) The Principal Deed (as amended) contains various provisions which regulate the use and development of the Commercial Area, including inter alia:

*"4.8 Not to carry out development within or use cause or permit the development use or occupation of any of the Five Areas other than in accordance with the mix and disposition of land uses and other details shown on an approved Framework Plan for that Area"*

*"4.127 Not without the consent of the local planning authority to use any part of the Development other than in accordance with the mix disposition of uses and other restrictions objectives and initiatives in the approved Master Plan and the Framework Plans"*

*"4.131 Not without the consent of the local planning authority to use the Commercial Area other than for the mix of uses in Sub-Class B1a Sub-Class B1b uses or Sub-Class B1c Use Class B2 Use Class B8 and/or hotel use and up to 10 acres of Sui Generis uses with maximum floor space limits for each such Use Class and Sub-Class as set out in paragraph 4.5 of the Hatfield Aerodrome SPG and restrictions on the application of the Use Classes Order and GDO provisions allowing change between uses within the identified Use Classes and Sub-Classes"*

*"4.139 Not to cause or permit the development and/or use of the Commercial Area for built development in excess of the maximum gross external floorspace thresholds referred to in the second column of the following table for the corresponding individual uses set out in the first column thereof"*

<i>Uses Permitted within the Commercial Area</i>	<i>Maximum Permitted Floorspace within Commercial Area - expressed in square metres gross external area on all floors</i>
<i>Use Classes B1(a) and B1(b)</i>	<i>96,300</i>
<i>Use Classes B1(c)/B2</i>	<i>27,275</i>

<i>Uses Permitted within the Commercial Area</i>	<i>Maximum Permitted Floorspace within Commercial Area – expressed in square metres gross external area on all floors</i>
<i>Use Class B8</i>	62,636
<i>Sui Generis</i>	16,954
<i>Hotel</i>	<i>as per Approved Framework Plan</i>
<i>Total of all permitted built development other than the Hotel within Commercial Area</i>	203,165

**"4.154 Not to use or develop any part of the Commercial Area the Residential Area the District Centre or the Ellenbrook Park other than in accordance with the nature (including restrictions preventing changes of use within Use Classes and Sub Classes so that for example the owners and occupiers of the site shall notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 not be entitled to change for Use Class B1(a) to Use Class B1(c) or vice versa without the express authority of the Borough Council and the County Council) parameters quantum mix and disposition of buildings and other land uses for each such area as contained in the Hatfield Aerodrome SPG and the provisions contained in this Deed"**

- (K) The Master Plan is attached to the Principal Deed.
- (L) The Agreements (or some of them) have provided for a limited adjustment of the Master Plan by permitting other forms of commercial development on the Original Hotel Site and relocating and redesignating the Original Hotel Site successively as "the New Hotel Site" then as "the Replacement Hotel Site (2006)" and finally under the Plot 4000 Agreement as "the Replacement Hotel Site (2012)".
- (M) The Plot 4000 Agreement provides that the Replacement Hotel Site (2012) shall not be developed other than as a hotel together with roads landscaping and ancillary or incidental uses.
- (N) On 6 January 2016 the Borough Council granted the Healthcare Permission, subject to the terms of the 6 January 2016 Agreement.
- (O) It is anticipated that the Healthcare Development would create opportunities for local employment.
- (P) The Healthcare Site forms part of the Replacement Hotel Site (2012).
- (Q) Accordingly, ABPGP wishes to vary the Principal Deed (as amended) to permit further adjustment of the Master Plan (and the redesignation of the Replacement Hotel Site (2012)) and other restrictions contained in the Principal Deed and the

MEME

Agreements to permit the Healthcare Development for the purposes of the Principal Deed and the Agreements.

- (R) The Borough Council is content with the principle of the Replacement Hotel Site (2012) being redesignated and used for the Healthcare Development and to make appropriate consequential changes to the Principal Deed (as amended).
- (S) The Borough Council, the County Council and St Albans are minded to agree to such variations subject to the controls over development proposed in this Deed.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1** In this Deed where the context so admits the following expressions shall have the following meanings:-

"**ABPGP**" means Arlington Business Parks GP Limited as above;

"**the Agreements**" means the Principal Deed the Deed of Modification the Bovis Agreement the IO Group Agreements the Porsche Agreement the Frontier Agreement the Eisai Agreement, the Plot 4000 Agreement, the 13 September 2013 Agreement and the 6 January 2016 Agreement;

"**BAe**" means BAe Systems plc as above;

"**the Borough Council**" means Welwyn and Hatfield Borough Council as above;

"**Bovis Agreement**" means a deed of agreement dated 11<sup>th</sup> November 2003 entered into between the Borough Council (1) Bovis Homes Limited (2) Chiltern Hundreds Housing Association Limited (3) Bryant Homes Southern Limited (4) and Aldwyck Housing Association Limited (5);

"**Commercial Area**" has the meaning given to it in the Principal Deed (as amended);

"**the Contracting Purchaser**" means One Hatfield Hospital Limited as above;

"**the County Council**" means Hertfordshire County Council as above;

"**Deed**" means this Deed of Agreement;

"**Deed of Modification**" means the deed of agreement dated 16 October 2002 entered into between (1) the Borough Council (2) the County Council (3) St Albans (4) BAe (5) Goodman (6) Harbour Properties Limited (7) Hatfield Business Park Limited (8) API (No. 11) Limited (9) API (No. 14) Limited (10) API (No. 17) Limited (11) API (No. 18) Limited (12) Ocado Limited (13) T-Mobile (UK) Limited (14) NBC Apparel (15) ABPGP (16) Bovis Homes Limited (17) Bryant Homes Southern Limited (18) The University of Hertfordshire Higher Education Corporation (19) Next Generation Clubs Limited (20) the Trustees of the De Havilland Sports and Social Club and (21) Polyfield Property Limited;

**"Eisai Agreement"** means the deed of agreement dated 15 February 2007 made between (1) the Borough Council (2) St Albans (3) the County Council (4) Goodman (5) ABPGP (6) BAe and (7) Eisai Europe Limited;

**"Frontier Agreement"** means the deed of agreement dated 13 April 2005 entered into between (1) the Borough Council (2) the County Council (3) St Albans (4) Frontier Key (Hatfield) Limited (5) BAe (6) Goodman (7) Hatfield Business Park Limited (8) The Governor and Company of the Bank of Scotland (9) Barratt Homes Limited and (10) ABPGP;

**"Goodman"** means Goodman Real Estate Developments (2003) as above;

**"the Healthcare Development"** means the development of the Healthcare Site pursuant to the Healthcare Permission;

**"the Healthcare Permission"** means full planning permission S6/2015/1061/MA granted by the Borough Council on 6 January 2016;

**"the Healthcare Site"** means the land which has the benefit of the Healthcare Permission which is shown edged red on the plan at Annexure 1 and which forms part of the Replacement Hotel Site (2012);

**"Healthcare Use"** means use as a healthcare facility within Use Class C2;

**"the Healthcare/Hotel Site"** means the land which is coloured orange and marked "Healthcare/Hotel Site" on the Revised Master Plan (2016);

**"IO Group Agreements"** means the deed of agreement dated 25 March 2003 and made between (1) the Industrial Development Partnership II Nominee Company (2) the Borough Council and (3) the County Council and the deed of agreement dated 21 January 2005 made between (1) the Industrial Development Partnership II Nominee Company (2) the Borough Council and (3) the County Council;

**"6 January 2016 Agreement"** means the deed of agreement dated 6 January 2016 made between (1) the Borough Council (2) ABPGP and (3) the Contracting Purchaser whereby it was agreed that the Healthcare Development would not be commenced until this Deed was completed (unless otherwise approved in writing by the Borough Council);

**"the Owners"** means ABPGP and BAe;

**"Plot 4000 Agreement"** means the deed of agreement dated 12 June 2012 entered into between the parties hereto except for the Contracting Purchaser;

**"Porsche Agreement"** means the deed of agreement dated 3 February 2005 entered into between (1) the Borough Council (2) St Albans (3) the County Council (4) Goodman (5) ABPGP and (6) Porsche Cars Great Britain Limited;

**"Principal Deed"** means the deed of agreement dated 29 December 2000 entered into under Section 106 of the Act between (1) the Borough Council (2) the County Council (3) St Albans (4) BAe (5) Goodman (6) The University of Hertfordshire Higher Education Corporation and (7) Hatfield Business Park Limited;

**"Principal Site"** means the land which is edged red on the Revised Master Plan (as defined in the Plot 4000 Agreement) and known as the former Hatfield Aerodrome site;

**"Replacement Hotel Site (2012)"** means the land identified as such in the Plot 4000 Agreement and which is shown coloured orange and marked Hotel on the Revised Master Plan;

**"the Revised Master Plan"** means the plan reference Job No.11940 Drawing No. 200 Rev I which is attached to this Deed as Annexure 2, being the iteration of the Master Plan which applied immediately prior to completion of this Deed, and which shows inter alia the Replacement Hotel Site (2012);

**"Revised Master Plan (2016)"** means the plan reference Job No. 11940 Drawing No. 200 Rev L which is attached to this Deed as Annexure 3 and which replaces the designation of the Replacement Hotel Site (2012) with the designation "Healthcare/Hotel Site";

**"13 September 2013 Agreement"** means the deed of agreement dated 13 September 2013 made between the parties hereto except for the Contracting Purchaser;

**"St Albans"** means St Albans City and District Council as above;

**"Use Class"** means use class as defined in the Town and Country Planning (Use Classes) Order 1987

- 1.2** References in this Deed to "the Principal Deed (as amended)" shall mean the Principal Deed as supplemented and amended by the Agreements.
- 1.3** Save as otherwise provided words and phrases used in this Deed shall have the same meanings as those contained in the Principal Deed (as amended) as if they were set out in full in this Deed.
- 1.4** Words in this Deed importing the singular meaning shall where the context so admits include plural meaning and vice versa.
- 1.5** Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and whether denoting natural persons shall include corporations and vice versa.
- 1.6** References to any Recital Clause Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed.
- 1.7** Headings are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.8** References in this Deed to the Borough Council shall include any successor to its functions as the local planning authority for the area within which the Principal Site is situated and any body to which all or part of the functions of the Borough Council may lawfully have been transferred.



## **STATUTORY PROVISIONS AND LEGAL EFFECT**

2.

### **Powers**

2.1

This Deed contains planning obligations for the purpose of Sections 106 and 106A of the Act and the covenants restrictions limitations obligations undertakings and other provisions herein are entered into under the terms of the Act and all other enabling powers with the intent that the same shall be enforceable as provided herein by the Borough Council and the County Council and St Albans not only against Goodman and the Owners but also against their successors in title and assigns including any mortgagee who becomes a mortgagee in possession or who exercises a power of sale (and persons deriving title through or under any such persons) as if those persons had also been an original covenanting party in respect of the interest or estate for the time being held by them in the Healthcare Site subject to the provisions of Clauses 3.4 to 3.7 inclusive of the Principal Deed (as amended).

2.2

The obligations contained in this Deed are intended to bind the Principal Site, the Healthcare Site and each and every part of them and to restrict and control their use, development and occupation.

2.3

Save as varied by this Deed the provisions of Clause 3 of the Principal Deed (as amended) and the Agreements and the covenants obligations restrictions limitations undertakings and other provisions contained in them shall be deemed (mutatis mutandis) to apply and to continue to apply to the terms covenants obligations restrictions limitations undertakings and other provisions of this Deed as though they were written out in full in this Deed and shall be and remain fully enforceable against the parties to the Agreements and this Deed.

2.4

Save as varied by this Deed the provisions of Clause 4 of the Principal Deed (as amended) and the Agreements and covenants obligations restrictions limitations undertakings and other provisions contained in them shall continue to apply in full force and effect save that where there is any conflict between the terms of the Agreements and this Deed the terms of this Deed shall prevail.

3.

## **VARIATIONS TO THE PRINCIPAL DEED (AS AMENDED)**

3.1

The parties hereby agree and declare that the Principal Deed (as amended) and the Agreements shall as from the date of this Deed be varied as set out in the Schedule.

4.

## **AGREEMENTS AND DECLARATIONS**

4.1

### **Registration as Local Land Charge**

This Deed shall be registered in the Borough Council's and in St Albans's Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

4.2

### **Notices**

Any notice to be given to any party pursuant to the terms of this Deed shall be deemed to be sufficiently served if delivered personally or sent recorded delivery

service or by facsimile to the following officials or people at the respective addresses specified in this Deed:-

In respect of the Owners

Company Secretary

In respect of the Borough Council

Legal Services Manager

In respect of the County Council

Chief Legal Officer

In respect of St Albans

Head of Legal, Democratic and Regulatory Services

In respect of Goodman

Company Secretary

In respect of the Contracting Purchaser

Chief Executive Officer

**4.3 Contracts (Rights of Third Parties) Act 1999**

4.3.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

**4.4 Legal Costs**

4.4.1 Upon completion of this Deed ABPGP shall pay to BAe, the Borough Council, St Albans and to the County Council their reasonable legal costs properly incurred in the completion of this Deed (receipt of which is hereby acknowledged).

## SCHEDULE

### Variations to the Principal Deed (as amended)

1. The Principal Deed (as amended) shall be varied as follows with immediate effect:

1.1 The Revised Master Plan shall be replaced by the Revised Master Plan (2016) and all references in the Principal Deed (as amended) to the Revised Master Plan shall be deemed to be references to the Revised Master Plan (2016) and the Principal Deed (as amended) shall be deemed to have been adjusted accordingly.

1.2 All references in the Principal Deed (as amended) to the Replacement Hotel Site 2012 shall be deemed in each case to be replaced with references to the "Healthcare/Hotel Site".

1.3 The Healthcare/Hotel Site shall not be developed or occupied other than for Healthcare Use (whether pursuant to the Healthcare Permission or otherwise) and/or as a hotel, in each case with roads, landscaping and ancillary or incidental uses.

1.4 For the purposes of clauses 4.8 and 4.127 of the Principal Deed (as amended) the parties agree and declare that to the extent that the Healthcare Development and the terms of this Deed differ from the approved Framework Plan for the Commercial Area, the approved Framework Plan is hereby automatically deemed to incorporate and reflect the terms of this Deed.

1.5 Clause 4.131 of the Principal Deed (as amended) is amended so as to allow for Healthcare Use of the Healthcare Site, so that the entire Clause 4.131 as variously amended shall now read:

"4.131 Not without the consent of the local planning authority to use the Commercial Area other than for the mix of uses in Sub-Class B1a Sub-Class B1b uses or Sub-Class B1c Use Class B2 Use Class B8 and/or hotel use and/or Healthcare Use of the Healthcare/Hotel Site and up to 10 acres of Sui Generis uses with maximum floor space limits (or other limitations) for each such use or Use Class and Sub Class as set out in paragraph 4.5 of the Hatfield Aerodrome SPG or as otherwise provided for in the Principal Deed (as hereby amended) and restrictions on the application of the Use Classes Order and GDO provisions allowing change between uses within the identified Use Classes and Sub Classes"

1.6 For the purposes of clause 4.131 of the Principal Deed (as amended), the parties agree and declare that to the extent that the Healthcare Development and the terms of this Deed differ from paragraph 4.5 of the Hatfield Aerodrome SPG, the Borough Council as local planning authority hereby gives its written consent to the development of the Commercial Area as envisaged by this Deed.

1.7 The table in clause 4.139 of the Principal Deed (as amended) shall be deleted and replaced with the following table:

Uses Permitted within the Commercial Area	Maximum Permitted Floorspace (or other limitations) within Commercial Area expressed either in square metres gross external area of all floors or as otherwise specified
	96,300
Use Classes B1(a) and B1(b)	27,275
Use Classes B1(c) B2	62,636
Use Class B8	16,954
Sui Generis	203,165
<b>Total of all permitted built development within the Commercial Area other than the Hotel and the Healthcare Facility on the Healthcare/Hotel Site</b>	
<b>Hotel and/or Healthcare Use on the Healthcare/Hotel Site. Healthcare Development on the Healthcare Site</b>	<b>6,288 sq metres gross external area</b>
Balance of Healthcare/Hotel Site to be used as hotel assuming Healthcare Development proceeds	No more than 21 Units of Development and no more than 3 storeys in height without the express written consent of the District Council
Entire Healthcare/Hotel Site used as hotel if Healthcare Development does not proceed	No more than 59 Units of Development and no more than three storeys in height without the express written consent of the District Council

- 1.8 For the purposes of clause 4.154 of the Principal Deed (as amended), the parties agree and declare that to the extent that the Healthcare Development and the terms of this Deed differ from the Hatfield Aerodrome SPG, the Councils waive any such differences, which shall not constitute nor be deemed to constitute a breach of the said clause 4.154.
- 1.9 It is agreed that for the purposes of Schedule 16 of the Principal Deed (as amended) the Healthcare Development shall be deemed to equate to 38 Units of Development and the said Schedule 16 shall be deemed to incorporate and allow for the Healthcare Development accordingly.

- 1.10 It is agreed that for the purposes of Schedule 16 of the Principal Deed (as amended) hotel development on the balance of the Healthcare/Hotel Site (i.e. excluding the Healthcare Site) shall be deemed to equate to 21 Units of Development and the said Schedule 16 shall be deemed to incorporate and allow for the hotel use of the said balance of the Healthcare/Hotel Site accordingly.
- 1.11 It is agreed that should the Healthcare Development not proceed and the Healthcare/Hotel Site be used entirely for hotel use then for the purposes of Schedule 16 of the Principal Deed (as amended) the said hotel use shall be deemed to equate to 59 Units of Development and the said Schedule 16 shall be deemed to incorporate and allow for such hotel development accordingly.
- 1.12 Notwithstanding clauses 4.140 - 4.148 (inclusive) of the Principal Deed (as amended), it is agreed by all parties that the vehicular parking provision approved pursuant to the Healthcare Permission as shown on the Plan at Annexure 1 (or any alternative vehicular parking provision for the Healthcare Development granted by the Borough Council by way of non-material amendment approval to the Healthcare Permission under Section 96A of the Town and Country Planning Act 1990 or by way of minor material amendments under Section 73 of the said Act) is an acceptable and appropriate level and location of parking provision for the Healthcare Development and the provision of such ancillary parking in accordance with the terms of the Healthcare Permission (including any non-material amendment approval under Section 96A of the Town and Country Planning Act 1990) or such minor material amendment permission under Section 73 of the said Act shall not constitute nor be deemed to constitute (whether individually or in cumulation with the parking provision of other developments) a breach of clauses 4.140 - 4.148 of the Principal Deed (as amended) and to the extent there are any differences between the said clauses 4.140 - 4.148 and the parking provision under the Healthcare Permission the Councils waive such differences.
- 1.13 The vehicular parking provision comprised in the Healthcare Permission as shown on the Plan at Annexure 1 (or any alternative vehicular parking provision for the Healthcare Development granted by the Borough Council by way of non-material amendment to the Healthcare Permission under Section 96A of the Town and Country Planning Act 1990 or by way of a minor material amendments permission under Section 73 of the said Act) shall be deemed to have been identified by Arlington for the purposes of clause 4.141 of the Principal Deed (as amended) and the Plan at Annexure 1 (or any alternative vehicular parking plan for the Healthcare Development which is approved by the Borough Council by way of a non-material amendment approval to the Healthcare Permission under Section 96A of the Town and Country Planning Act 1990 or by way of a minor material amendments permission under Section 73 of the said Act) shall be deemed to be the detailed plan relating to the Healthcare Development required to be served on the County Council for the purposes of the said clause 4.141.
- 1.14 The parking provision comprised in and relating to the Healthcare Permission as shown on the Plan at Annexure 1 (or any alternative vehicular parking provision for the Healthcare Development granted by the Borough Council by way of non-material amendment approval to the Healthcare Permission under Section 96A of the Town and Country Planning Act 1990 or by way of a minor material amendments permission under Section 73 of the said Act) shall be deemed to have

been expressly consented to by the Borough Council St Albans and the County Council for the purposes of clauses 4.145 and 4.147 of the Principal Deed (as amended).

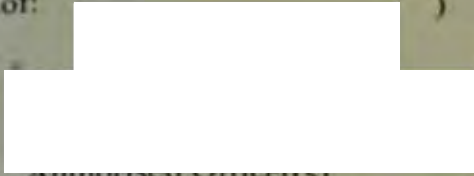
1.15 The use of the Healthcare/Hotel Site for and in relation to the Healthcare Permission in so far as it is inconsistent with any previously approved Master Plan and/or Framework Plan shall be deemed to have been expressly consented to by the Borough Council St Albans and the County Council for the purposes of clause 4.127 of the Principal Deed (as amended) and such alternative/interchangeable uses of the Healthcare/Hotel Site for hotel and/or Healthcare Use shall for the purposes of clauses 4.7, 4.8, 4.75, 4.127 and 4.145 of the Principal Deed (as amended) be deemed to form part of an approved Framework Plan.

1.16 The car parking provision for any part of the Healthcare/Hotel Site put to hotel use shall accord with and not exceed the maximum permissible numbers of car parking spaces contained in the Welwyn Hatfield Interim Supplementary Planning Guidance Parking Standards dated 2004

EXECUTED by the parties as a deed and delivered on the date of this Deed

THE COMMON SEAL OF  
WELWYN HATFIELD BOROUGH  
COUNCIL

was hereunto affixed to this  
Deed in the presence of:

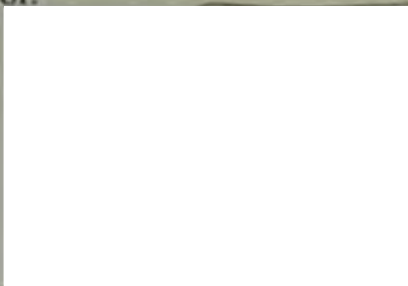


Authorised Officer(s)

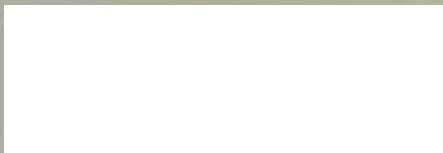


THE COMMON SEAL OF  
THE MAYOR AND BURGESSES OF THE  
CITY AND DISTRICT OF ST ALBANS  
DISTRICT COUNCIL

was hereunto affixed to this  
Deed in the presence of:



THE COMMON SEAL OF  
HERTFORDSHIRE COUNTY COUNCIL  
was affixed in the presence of:



Kathryn Peacock  
Chief Legal Officer

**EXECUTED AS A DEED**  
**by GOODMAN REAL ESTATE**  
**DEVELOPMENTS (2003) acting by**  
**two directors or a director and company secretary**

)  
)  
)  
)

.....  
Director **For and on behalf of**  
**Ancosec Limited**

..... **DIRECTOR**.....  
~~Director/Company Secretary~~

**EXECUTED AS A DEED** by **ARLINGTON**  
**BUSINESS PARKS GP LIMITED** as general  
partner of **ARLINGTON BUSINESS PARKS**  
**PARTNERSHIP** acting by two directors  
or a director and company secretary

)  
)  
)  
)  
)

.....  
Director **For and on behalf of**  
**Ancosec Limited**

..... **DIRECTOR**.....  
~~Director / Company Secretary~~



THE COMMON SEAL of  
BAe SYSTEMS PLC  
was affixed to this DEED  
in the presence of

)  
)  
)  
)



Director / Authorised signatory

In the presence of  
Signature of witness

Name (IN BLOCK CAPITALS)

Address

Ahn-Louise holding  
6 Cariton Gardens,  
London SW1Y 5AD

Company Secretary

EXECUTED AS A DEED by  
ONE HATFIELD  
HOSPITAL LIMITED  
acting by one director

)  
)  
)  
)

Director

In the presence of  
Signature of witness

Name (IN BLOCK CAPITALS)

Address

D. PACILLY

18 BLOOMSBURY CLOSE

LONDON W5 3SE

**ANNEXURE 1**

Healthcare Site

LOWER REALTY OF THE COUNTY DISTRICT 7

Item	Quantity	Unit Price	Total
Planting Schedule			
Item 1	20	12.00	240.00
Item 2	20	12.00	240.00
Item 3	20	12.00	240.00
Item 4	20	12.00	240.00
Item 5	20	12.00	240.00
Item 6	20	12.00	240.00
Item 7	20	12.00	240.00
Item 8	20	12.00	240.00
Item 9	20	12.00	240.00
Item 10	20	12.00	240.00

Authorized Officer



PLOT 6020/B = 1.1 acres

- Planting Schedule**
- T1 - *Carpinus betulus* Fraxu Fontaine (Fastigate Hornbeam), container grown 12-14cm girth.
  - T2 - *Betula vitula lasiocarpensis* (Himalayan Birch), container grown 12-14cm girth.
  - T3 - *Acer campestre* 'Streetwise' (Field Maple) container grown 12-14cm girth.
  - T4 - *Metasequoia glyptostroboides* (Dawn Redwood) container grown 12-14cm girth.

**MANNINGELLIOTT**  
Landscape Architects

Prepared for:  
ONE HAYFIELD  
Proposed Hayfield Park  
Hayfield Avenue, Hayfield

Working for:  
Phase 2 Proposed Site Plan  
and Landscaping Proposal

Scale to Drawing: 1:500  
Date: 17.04.18  
Drawing Number: 1005 PL 202

For and on behalf of

**ANNEXURE 2**  
Revised Master Plan

REF:12040536117

[Redacted]  
 [Redacted]  
 [Redacted]

**KEY**

- Green Field
- Existing Suburban Boundary
- Existing Urban Boundary
- Proposed Suburban Phase 1 (A, B, C, D)
- Proposed Suburban Phase 2 (E, F)
- Proposed Suburban Phase 3 (G, H, I, J)
- Strategic Transport Route
- Business
- Green Space

**NOTES**  
 1. See other sheets of the plan for details of the site.  
 2. The plan is subject to the provisions of the Planning Act 2008.  
 3. The plan is subject to the provisions of the Planning Act 2008.  
 4. The plan is subject to the provisions of the Planning Act 2008.  
 5. The plan is subject to the provisions of the Planning Act 2008.

**SCOTT BROWN RIGG**

10 Colindale Avenue  
 4th Floor  
 London NW9 1NS  
 Tel: 020 8846 2000  
 Fax: 020 8846 2001  
 www.scottbrownrigg.com

Hatfield Aerodrome  
 Amended Masterplan - Plan 4

Scale: 1:5000 @ A1  
 Date: 21/12/00  
 No: 11940  
 Rev: 000

**Hatfield Aerodrome - Amended Masterplan - Plan 4**



[Redacted]  
 [Redacted]

ANNEXURE 3  
Revised Master Plan (2016)



# Hatfield Aerodrome - Amended Masterplan - Plan 4

Scott Brownrigg  
 11940 Hatfield Road, Hatfield, Hertfordshire, AL9 9QD  
 Tel: 0454 308 200 Fax: 0454 308 201  
 Email: sales@scottbrownrigg.co.uk

Legend

- Green: Current Land
- Red: Existing Development Footprint
- Orange: Existing roads/footpaths
- Blue: Proposed Urban Development Phase 1 (A - D)
- Yellow: Proposed Urban Development Phase 2 (E - G)
- Light Green: Proposed Urban Development Phase 3 (H - J)
- Dark Green: Strategic Woodland Area
- Light Blue: Access only
- Dark Blue: Sewer / All water

Code	Description	Area (sqm)	Value
A	Phase 1 Development	100,000	£10,000,000
B	Phase 2 Development	150,000	£15,000,000
C	Phase 3 Development	200,000	£20,000,000
D	Phase 4 Development	250,000	£25,000,000
E	Phase 5 Development	300,000	£30,000,000
F	Phase 6 Development	350,000	£35,000,000
G	Phase 7 Development	400,000	£40,000,000
H	Phase 8 Development	450,000	£45,000,000
I	Phase 9 Development	500,000	£50,000,000
J	Phase 10 Development	550,000	£55,000,000
K	Phase 11 Development	600,000	£60,000,000
L	Phase 12 Development	650,000	£65,000,000
M	Phase 13 Development	700,000	£70,000,000
N	Phase 14 Development	750,000	£75,000,000
O	Phase 15 Development	800,000	£80,000,000
P	Phase 16 Development	850,000	£85,000,000
Q	Phase 17 Development	900,000	£90,000,000
R	Phase 18 Development	950,000	£95,000,000
S	Phase 19 Development	1,000,000	£100,000,000
T	Phase 20 Development	1,050,000	£105,000,000
U	Phase 21 Development	1,100,000	£110,000,000
V	Phase 22 Development	1,150,000	£115,000,000
W	Phase 23 Development	1,200,000	£120,000,000
X	Phase 24 Development	1,250,000	£125,000,000
Y	Phase 25 Development	1,300,000	£130,000,000
Z	Phase 26 Development	1,350,000	£135,000,000
AA	Phase 27 Development	1,400,000	£140,000,000
AB	Phase 28 Development	1,450,000	£145,000,000
AC	Phase 29 Development	1,500,000	£150,000,000
AD	Phase 30 Development	1,550,000	£155,000,000
AE	Phase 31 Development	1,600,000	£160,000,000
AF	Phase 32 Development	1,650,000	£165,000,000
AG	Phase 33 Development	1,700,000	£170,000,000
AH	Phase 34 Development	1,750,000	£175,000,000
AI	Phase 35 Development	1,800,000	£180,000,000
AJ	Phase 36 Development	1,850,000	£185,000,000
AK	Phase 37 Development	1,900,000	£190,000,000
AL	Phase 38 Development	1,950,000	£195,000,000
AM	Phase 39 Development	2,000,000	£200,000,000
AN	Phase 40 Development	2,050,000	£205,000,000
AO	Phase 41 Development	2,100,000	£210,000,000
AP	Phase 42 Development	2,150,000	£215,000,000
AQ	Phase 43 Development	2,200,000	£220,000,000
AR	Phase 44 Development	2,250,000	£225,000,000
AS	Phase 45 Development	2,300,000	£230,000,000
AT	Phase 46 Development	2,350,000	£235,000,000
AU	Phase 47 Development	2,400,000	£240,000,000
AV	Phase 48 Development	2,450,000	£245,000,000
AW	Phase 49 Development	2,500,000	£250,000,000
AX	Phase 50 Development	2,550,000	£255,000,000
AY	Phase 51 Development	2,600,000	£260,000,000
AZ	Phase 52 Development	2,650,000	£265,000,000
BA	Phase 53 Development	2,700,000	£270,000,000
BB	Phase 54 Development	2,750,000	£275,000,000
BC	Phase 55 Development	2,800,000	£280,000,000
BD	Phase 56 Development	2,850,000	£285,000,000
BE	Phase 57 Development	2,900,000	£290,000,000
BF	Phase 58 Development	2,950,000	£295,000,000
BG	Phase 59 Development	3,000,000	£300,000,000
BH	Phase 60 Development	3,050,000	£305,000,000
BI	Phase 61 Development	3,100,000	£310,000,000
BJ	Phase 62 Development	3,150,000	£315,000,000
BK	Phase 63 Development	3,200,000	£320,000,000
BL	Phase 64 Development	3,250,000	£325,000,000
BM	Phase 65 Development	3,300,000	£330,000,000
BN	Phase 66 Development	3,350,000	£335,000,000
BO	Phase 67 Development	3,400,000	£340,000,000
BP	Phase 68 Development	3,450,000	£345,000,000
BQ	Phase 69 Development	3,500,000	£350,000,000
BR	Phase 70 Development	3,550,000	£355,000,000
BS	Phase 71 Development	3,600,000	£360,000,000
BT	Phase 72 Development	3,650,000	£365,000,000
BU	Phase 73 Development	3,700,000	£370,000,000
BV	Phase 74 Development	3,750,000	£375,000,000
BW	Phase 75 Development	3,800,000	£380,000,000
BX	Phase 76 Development	3,850,000	£385,000,000
BY	Phase 77 Development	3,900,000	£390,000,000
BZ	Phase 78 Development	3,950,000	£395,000,000
CA	Phase 79 Development	4,000,000	£400,000,000
CB	Phase 80 Development	4,050,000	£405,000,000
CC	Phase 81 Development	4,100,000	£410,000,000
CD	Phase 82 Development	4,150,000	£415,000,000
CE	Phase 83 Development	4,200,000	£420,000,000
CF	Phase 84 Development	4,250,000	£425,000,000
CG	Phase 85 Development	4,300,000	£430,000,000
CH	Phase 86 Development	4,350,000	£435,000,000
CI	Phase 87 Development	4,400,000	£440,000,000
CJ	Phase 88 Development	4,450,000	£445,000,000
CK	Phase 89 Development	4,500,000	£450,000,000
CL	Phase 90 Development	4,550,000	£455,000,000
CM	Phase 91 Development	4,600,000	£460,000,000
CN	Phase 92 Development	4,650,000	£465,000,000
CO	Phase 93 Development	4,700,000	£470,000,000
CP	Phase 94 Development	4,750,000	£475,000,000
CQ	Phase 95 Development	4,800,000	£480,000,000
CR	Phase 96 Development	4,850,000	£485,000,000
CS	Phase 97 Development	4,900,000	£490,000,000
CT	Phase 98 Development	4,950,000	£495,000,000
CU	Phase 99 Development	5,000,000	£500,000,000
CV	Phase 100 Development	5,050,000	£505,000,000

SCOTT BROWNRIGG

11940 Hatfield Road, Hatfield, Hertfordshire, AL9 9QD  
Tel: 0454 308 200 Fax: 0454 308 201  
Email: sales@scottbrownrigg.co.uk

Hatfield Aerodrome  
Amended Masterplan - Plan 4

Scale: 1:5000 @ A1  
Date: 21/12/00  
Drawing No: 11940-200  
Page: 1