

W4DC

DATED 16th February 2007

- (1) WELWYN HATFIELD BOROUGH COUNCIL
- (2) HERTFORDSHIRE COUNTY COUNCIL
- (3) MILLGATE DEVELOPMENTS LIMITED
- (4) NATIONAL WESTMINSTER BANK PLC
- (5) P J LIVESEY LONDON LIMITED
- (6) NATIONAL WESTMINSTER BANK PLC

AGREEMENT

**under Section 106 of the
Town and Country Planning Act 1990
relating to land at Bedwell Park
Essendon Hertfordshire**

Planning application ref: S6/2006/0365/FP

Listed Building application ref: S6/2006/0425/LB

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THIS AGREEMENT is made the 16th day of February 2007

BETWEEN:

- (1) **WELWYN HATFIELD BOROUGH COUNCIL** of Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE (hereinafter called "the Council" which expression shall include any successor local planning authority exercising planning powers under the 1990 Act) of the first part
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford SG13 8DE (hereinafter called "the County Council" which expression shall include any successor local planning authority exercising planning powers under the 1990 Act or any successor highway authority) of the second part
- (3) **MILLGATE DEVELOPMENTS LIMITED** (Company Number 2229073) whose registered office is at Amberley Place 107-111 Peascod Street Windsor Berkshire SL4 1TE (hereinafter called "the First Owner" which expression where the context so admits shall include its successors in title) of the third part
- (4) **NATIONAL WESTMINSTER BANK PLC** (Company Number 00929027) whose registered office is at 135 Bishopsgate London EC2M 3UR (hereinafter called "the First Mortgagee") of the fourth part
- (5) **P J LIVESEY LONDON LIMITED** (Company Number 5469706) whose registered office is at Ashburton Park Ashburton Road West Trafford Park Manchester M17 1AF (hereinafter called "the Second Owner" which expression where the context so admits shall include its successors in title) of the fifth part and
- (6) **NATIONAL WESTMINSTER BANK PLC** (Company Number 00929027) whose registered office is at 135 Bishopsgate London EC2M 3UR (hereinafter called "the Second Mortgagee") of the sixth part

WHEREAS:

- (1) The Council and the County Council are the local planning authorities for the purposes of the 1990 Act for the administrative area within which the Land is situated and the County Council is also the highway authority for Hertfordshire

- (2) The First Owner is registered at the Land Registry under title number HD460276 as freehold owner of part of the Land subject to a legal charge dated 16 January 2006 made between the First Owner (1) and the First Mortgagee (2)
- (3) The Second Owner is registered at the Land Registry under title number HD460370 as freehold owner of part of the Land subject to a legal charge dated 16 January 2006 made between the Second Owner (1) and the Second Mortgagee (2)
- (4) The First Mortgagee and the Second Mortgagee consent to their respective interests in the Land being bound by the provisions of this Agreement as is evidenced by their execution hereof
- (5) On 28 September 2006 the Council resolved that subject to an Agreement under Section 106 of the 1990 Act being entered into containing the planning obligations hereinafter appearing the Planning Permission and the Listed Building Consent may be issued

NOW THIS DEED WITNESSETH as follows:

1. **Section 106 Planning Obligations**

- 1.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act and the positive and restrictive covenants on the part of the First Owner and the Second Owner in this Agreement shall be taken to be planning obligations for the purposes of Section 106 of the 1990 Act and so as to bind their respective parts of the Land and may be enforced without any limit of time by the Council and the County Council against the First Owner and the Second Owner respectively and all persons deriving title from them subject to the provisions of clause 2.1
- 1.2 Insofar as the obligations restrictions and requirements contained herein are not planning obligations within Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers

2. **Successors in Title**

2.1 It is hereby agreed between the parties hereto that the First Owner and the Second Owner and their respective successors in title shall upon transferring the whole of their respective freehold interests in the Land be released from all obligations and duties under this Agreement in relation to the freehold said interests as the case may be but without prejudice to any right of action or remedy that either the Council or the County Council might have in relation to any antecedent breach of any obligation contained in this Agreement

3. **Interpretation**

3.1 In this Agreement the following expressions shall where the context so admits have the following meanings:

"**1990 Act**" means the Town and Country Planning Act 1990 (as amended)

"**Commencement Date**" means the date that Planning Permission is Implemented

"**Development**" means the development of the Land pursuant to the Planning Permission and the Listed Building Consent and any development in respect of which details have been submitted to and approved by the Council pursuant to the Planning Permission and the Listed Building Consent

"**Director**" means the County Council's Director of Environment for the time being which expression shall be deemed to include his officers servants agents and licensees

"**Dwelling Units**" means any residential apartment or house as identified in the plans approved by and pursuant to the Planning Permission and Listed Building Consent and including for the avoidance of doubt the curtilage of such residential apartment or house

"**Enveloping Works**" means those external works to the Listed Building as are authorised by the Planning Permission and the Listed Building Consent including works to the roofs walls windows doors chimneys stacks eaves soffits rainwater goods and any brickwork of that building or other external treatments so required

"**Expert**" means an independent person appointed in accordance with the provisions of Clause 12 to determine a dispute which may arise between the Owners the First

Mortgagee the Second Mortgagee and the Council only from the provisions of clause 7 hereof but not under any other provision of this Agreement

"Former Clubhouse Land" means that part of the Land forming the historic boundaries of the Grade II listed building known as the former Bedwell Park House shown coloured red on Plan 1 and comprising the former Bedwell Park House and the Landscape Area

"the Highway Contribution" means the sum of Nine Thousand Seven Hundred and Fifty Pounds (£9750.00) index linked by reference to the Retail Price Index from the date hereof until the date of payment

"Infrastructure" means any electricity substation gas governor pumping station gas tanks telecommunications exchanges or any other equipment required for the provision of services to the Dwelling Units

"Implement"/"Implemented"/"Implementation" means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but excluding:

- (i) site clearance works
- (ii) site reclamation works
- (iii) site remediation works
- (iv) the erection of fencing by way of enclosure

"Land" means land at Bedwell Park Essendon Hertfordshire shown for identification purposes only edged red on Plan 1

"Landscape Area" means the area of historic landscape within the Former Clubhouse Land which is shown edged and coloured orange on Plan 2

"Listed Building" means the former Bedwell Park House Essendon Hertfordshire

"Listed Building Consent Application" means the application for listed building consent received by the Council on 4th April 2006 which was given reference number S6/2006/0425/LB for the conversion of the Listed Building into 17 apartments and demolition of modern 1980's extensions; 14 new build dwellings and 28 garage



[Redacted]



Andrew Lycocck
County Secretariat

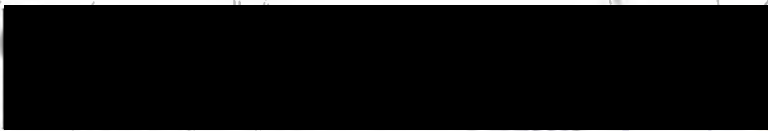


Plan 1

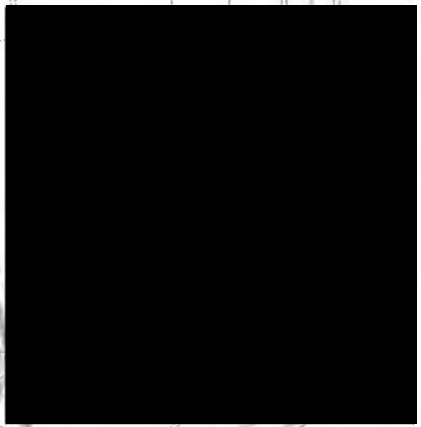
OR MILGATE HO.
SITE PLAN
1:1000 (AT A1 SIZE)
BEDWELL PARK
ESSENDON
HERTS



NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR TENDERS
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3	10/1/00	ISSUED FOR TENDERS
4	10/1/00	ISSUED FOR TENDERS
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28	10/1/00	ISSUED FOR TENDERS
29	10/1/00	ISSUED FOR TENDERS
30	10/1/00	ISSUED FOR TENDERS



Authorised Officer



N ↑

Plan 2

Andrew [illegible] County Secretary

ALL CHANGES MUST BE CHECKED BY SITE /
DRAWN TO SCALE TO MATCH ANY OTHER PLANS /
AND APPROVED BY THE ARCHITECT

1:200	1:50	1:10
1:500	1:100	1:20
1:1000	1:200	1:40

From: [illegible] (0143) 850133
 To: [illegible] (0143) 850133 FAX: [illegible]
 We are delighted to be able to provide you with
 this service free of charge.

FOR MILLEGATE HOMES
SITE PLAN
DATE 1:1000 (AT A1818)
SCALE 1:500

BEDWELL PARK
ESSEXON
HERTS

1:200 1:50 1:10
 1:500 1:100 1:20
 1:1000 1:200 1:40

courtyard blocks, together with 40 parking spaces across the site incorporating new build tennis court house and integral garage, proposed walled garden dwelling and garaging; conversion and extensions to eastern and western walled garden buildings to form swimming pool and storage/greenhouse building, plus associated landscaping

"Listed Building Consent" means the decision notice of the Council of even date herewith approving the Listed Building Consent Application a draft of which decision notice is annexed hereto at Appendix 1 and any subsequent decision notice issued approving a listed building consent application for the renewal amendment or in substitution for such decision notice

"Management Company" means a limited liability company (to be known as the Bedwell Park Estate Management Company) whose objectives and tasks shall be those set out in Part I of the First Schedule and whose membership shall be as set out in Part II of the First Schedule and whose procedure for decision making shall be as set out in Part III of the First Schedule and whose Memorandum and Articles of Association shall be substantially in the form set out in Appendix 2

"Management Plan" means proposals for the maintenance and management of the Former Clubhouse Land and the Landscape Area proposals for the preparation of a landscape management and development plan and proposals to prevent the erection of any incidental buildings structures hardstandings or any other form of additional buildings (whether temporary or permanent in character) within the Former Clubhouse Land

"Occupation" means any use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction for the purposes of construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expressions **"Occupy"** and **"Occupied"** shall be construed accordingly

"Owners" means the First Owner and the Second Owner

"Plan 1" means the plan annexed hereto and marked "Plan 1"

"Plan 2" means the plan annexed hereto and marked "Plan 2"

"Planning Application" means the application for full planning permission received by the Council on 22nd March 2006 which was given reference number S6/2006/0365/FP for the conversion of the Listed Building into 17 apartments and demolition of modern 1980's extensions; 14 new build dwellings and 28 garage courtyard blocks, together with 40 parking spaces across the site incorporating new build tennis court house and integral garage, proposed walled garden dwelling and garaging; conversion and extensions to eastern and western walled garden buildings to form swimming pool and storage/greenhouse building, plus associated landscaping

"Planning Permission" means the decision notice of the Council of even date herewith approving the Planning Application a draft of which decision notice is annexed hereto at Appendix 3 and any subsequent decision notice issued approving a planning application for the renewal amendment or in substitution for such decision notice

"Substantially Completed" means that Enveloping Works shall be deemed to have been completed notwithstanding the fact that there are minor defects snagging items or outstanding works of a minor nature or that decorative fixtures or fittings (including but not limited to balconies) are missing or incomplete so long as these do not compromise the external structure

"Walled Garden House" means the new build house to be situated within the Walled Garden Land and includes by incorporation into the Walled Garden House the existing Walled Garden Cottage and a detached garage with staff accommodation above as identified in the plans approved by and pursuant to the Planning Permission and the Listed Building Consent

"Walled Garden Land" means that part of the Land forming the historic boundaries of the building known as the Walled Garden Cottage and shown coloured blue on Plan 1

"Walled Garden Restoration Works" means those plans specifications and details approved and to be approved under the Listed Building Consent which relate to the restoration of the building known as the Walled Garden Cottage and other landscaping works within the Walled Garden Land and for the avoidance of doubt "Walled Garden Restoration Works" shall include (but without limitation) the rebuilding or refurbishment (as appropriate) of the entirety of the existing wall enclosing the Walled Garden Land and shall also include the rebuilding or refurbishment and planting (as

appropriate) of the entirety of the Pulhamite rockery abutting the Walled Garden Land

- 3.2 Where in this Agreement reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement or in the case of a plan a plan annexed to this Agreement
- 3.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner
- 3.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction
- 3.6 Any reference to an Act of Parliament shall include any modification extension re-enactment or substitution thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 3.7 Where the agreement approval consent confirmation or an expression of satisfaction is required by either the First Owner or the Second Owner under the terms of this Agreement from the Council that agreement approval consent confirmation or expression of satisfaction shall be given in writing and the Owners shall discharge the Council's reasonable costs incurred in issuing any such approval consent confirmation or expression of satisfaction which costs shall include those of any independent consultant or professional adviser engaged by the Council
- 3.8 Headings contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate

4. **General Provisions**

4.1 In the event of the Planning Permission or the Listed Building Consent expiring before the Commencement Date or in the event of the revocation of the Planning Permission or the Listed Building Consent by the Council or any other authority having power so to do or in the event of the quashing of the Planning Permission or the Listed Building Consent or modification thereof by any statutory procedure (as a result of which the Listed Building Consent and the Planning Permission are not Implemented) without the consent of the First Owner and the Second Owner the planning obligations entered into by the First Owner and the Second Owner under this Agreement shall thereupon cease and determine absolutely

4.2 Where any planning obligation in this Agreement has been performed the Council and the County Council will if so requested by the Owners and at the Owners' sole cost issue a certificate to that effect and cause a certificate to that effect to be appended to this Agreement

4.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council and/or the County Council in the exercise of their functions as local authority and their rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council or the County Council were not a party to this Agreement

4.4 If any provision in this Agreement shall be held to be invalid illegal or unenforceable by a Court of competent jurisdiction the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired but subject to any Order of such Court

4.5 The Council will issue the Planning Permission and the Listed Building Consent on the date of completion of this Agreement

5. **Commencement**

5.1 It is hereby agreed between the parties hereto that the provisions of Clauses 6-8 (inclusive) shall take effect upon the Commencement Date and the provisions of Clauses 1-5 and 9-15 (inclusive) shall take effect on the date hereof

5.2 The First Owner and the Second Owner hereby jointly and severally covenant with the Council and the County Council and with each of them that they will so far as is reasonably practicable give:

- (a) not less than twenty eight (28) days prior notice in writing to the Council and the County Council of the proposed Commencement Date and
- (b) not less than twenty eight (28) days prior notice in writing to the Council and the County Council of the date of the proposed first Occupation of the Dwelling Units on the Development

6. **Management Company**

6.1 The First Owner and the Second Owner hereby jointly and severally covenant with the Council that they will not Occupy the Development or any part thereof until such time as a Management Company has been formed which shall implement the Management Plan and until details of that Management Company have been submitted to the Council

6.2 The Owners hereby jointly and severally covenant with the Council that they will administer the Management Company for the first twelve (12) calendar months of its operation at their own expense and thereafter they will procure that the Management Company shall be funded by annual contributions made by individual owners of Dwelling Units within the Development in accordance with a scheme to be submitted to the Council for its approval in writing prior to the expiry of the period of twelve (12) calendar months aforesaid and in considering whether to approve the scheme as aforesaid the Council will need to be satisfied that the proposed contributions will be sufficient to cover the costs of the annual administration and maintenance of the Management Plan and of the Former Clubhouse Land and the First Owner and the Second Owner will at their own expense furnish either the Council or its independent consultant or other professional advisor with such evidence as it or they shall reasonably require to give effect to the provisions of this clause 6.2

7. **Management Plan**

7.1 The Owners hereby jointly and severally covenant with the Council that they will not Implement the Development until they have submitted a Management Plan to the Council for its approval (such approval not to be unreasonably withheld or delayed) and

the Management Plan has been approved PROVIDED ALWAYS that the Management Plan shall be submitted to the Council within 6 months of the date hereof and shall be approved by the Council within 3 months of the date of its submission

7.2 The Owners hereby jointly and severally covenant with the Council that they will procure that the Management Company once formed shall put into effect and comply with the approved Management Plan to the reasonable satisfaction of the Council but for the avoidance of doubt if the Council (acting reasonably) shall so require the Owners shall at their own cost put into effect and comply with the approved Management Plan in the period elapsing between the Council's approval pursuant to clause 7.1 hereof and the formation of the Management Company pursuant to clause 6.1 hereof

7.3 It is hereby agreed between the Owners and the Council that the Management Plan and the implementation strategy for the Management Plan shall be reviewed every five (5) years beginning on the date five (5) years after the date of the first approval of the Management Plan to ascertain whether the Management Plan has been effective in safeguarding the historic fabric and character of the Former Clubhouse Land and its landscape and at any review in the event that the First Owner and the Second Owner and the Council consider that the Management Plan could be improved or made more effective they shall jointly consider any reasonable amendments to the Management Plan suggested by either of them to improve it or to make it more effective within a timescale to be agreed between them

7.4 In the event that the First Owner and the Second Owner and the Council cannot agree any suggested improvements or amendments to the Management Plan as part of any review within the agreed timescale or cannot agree the timescale a dispute shall be deemed to have arisen which shall be referred to an Expert for determination pursuant to Clause 12

8. **Restoration Works**

The First Owner and the Second Owner hereby covenant respectively with the Council as follows: -

8.1 That the Second Owner will commence the Enveloping Works on or before the commencement of the construction of the 12 new build Dwelling Units on the Former Clubhouse Land by the First Owner

8.2 That the Second Owner will complete the Enveloping Works to the reasonable satisfaction of the Council prior to first Occupation of any of the Dwelling Units within the Development **EXCEPT THAT** the First Owner shall be entitled to Occupy the following proposed Dwelling Units as follows:

- (a) the proposed Dwelling Unit labelled "Tennis Court House" on Plan 2 and
- (b) the proposed Dwelling Unit labelled "Walled Garden House" on Plan 2 and
- (c) up to four of the proposed Dwelling Units labelled "Courtyard Houses" on Plan 2

PROVIDED ALWAYS that if the aforesaid Dwelling Units are Occupied before the Enveloping Works and the Walled Garden Restoration Works have been completed then the Enveloping Works and the Walled Garden Restoration Works shall be Substantially Completed by the Second Owner and the First Owner respectively within 12 months of the Occupation of the first of the aforesaid Dwelling Units and notwithstanding the provisions of clause 2 hereof (which shall not apply to this part of this clause in respect of the disposal of the aforesaid Dwelling Units) the First Owner and the Second Owner respectively shall be under a continuing liability to Substantially Complete the Enveloping Works and the Walled Garden Restoration Works at their own respective costs

9. **Non-Severance**

9.1 The First Owner hereby covenants with the Council not to transfer or dispose of its part of the freehold interest in the Former Clubhouse Land other than to one purchaser and the Second Owner hereby covenants with the Council not to transfer or dispose of its part of the freehold interest in the Former Clubhouse Land other than to one purchaser **SAVE THAT** this shall not prevent the sale or leasing of the Dwelling Units in the Development to individual purchasers of the Dwelling Units and/or the transfer or lease or grant of rights in respect of any Infrastructure and **PROVIDED ALWAYS** that the First Owner shall in the transfer of the Tennis Court House include or procure the inclusion of a non-severance covenant in terms that the residential accommodation ancillary to the main dwellinghouse shall not be Occupied or sold separately from the main dwellinghouse or in other like terms to be previously agreed in writing by the Council

9.2 The First Owner hereby covenants with the Council not to transfer or dispose of the freehold interest in the Walled Garden Land other than to one purchaser **SAVE THAT** this shall not prevent the transfer or lease or grant of rights in respect of any Infrastructure and **PROVIDED ALWAYS** that the First Owner shall in the transfer of the Walled Garden House include or procure the inclusion of a non-severance covenant in terms that the residential accommodation ancillary to the main dwellinghouse shall not be Occupied or sold separately from the main dwellinghouse or in other like terms to be previously agreed in writing by the Council

10. **Highway Contribution**

The Owners for themselves and their successors in title so as to bind the Land and every part thereof hereby jointly and severally covenant as follows:

10.1 To pay the Highway Contribution to the County Council prior to Implementation of the Development as a contribution to be applied by the County Council at its sole discretion towards the costs of the design construction and implementation of sustainable transport measures which measures shall include (but not limited to) highway improvement works traffic management schemes traffic studies improvements to public transport or such other measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the Director in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the highway network affected by traffic associated with the Development

10.2 Not to Implement nor permit nor cause Implementation of the Development until such time as the Highway Contribution shall have been paid to the County Council in accordance with the provisions of clause 10.1 hereof

11. **Service Provisions**

11.1 Any notice or other written communication to be served upon or given by one party to the other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by recorded delivery post to the party upon whom it is to be served or as otherwise notified for the purpose by notice in writing

11.2 The address for any notice or other written communication shall only be within the United Kingdom and is:

- (a) for the First Owner and the Second Owner as specified above marked for the attention of Nick Jackson and Ralph Brocklehurst respectively or such other person as the First Owner and the Second Owner shall notify to the First Mortgagee the Second Mortgagee and the Council and the County Council in writing
- (b) for the First Mortgagee as specified above
- (c) for the Second Mortgagee at 6th Floor No 1 Spinningfields Square Manchester M3 3AP
- (d) for the Council as specified above marked for the attention of the Chief Planning and Environmental Health Officer or such other officer as the Council shall notify to the Owners and the First Mortgagee and the Second Mortgagee and the County Council in writing
- (e) for the County Council as specified above marked for the attention of the County Secretary (Ref: DU 1063) or such other officer as the County Council shall notify to the Owners and the Council and the First Mortgagee and the Second Mortgagee in writing

11.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council by a duly authorised signatory pursuant to the Council's Standing Orders

12. **Resolution of Disputes**

12.1 In the event of any dispute arising between the Owners the First Mortgagee the Second Mortgagee and the Council in respect of clause 7 of this Agreement the same shall (subject to clause 12.4) be referred to an Expert to be agreed upon between the parties referred to in this clause 12.1 or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on those parties and whose costs shall be at his

discretion

- 12.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the said parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than thirty six (36) working days from the date of his appointment to act
- 12.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one (21) working days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one (21) working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be binding on the parties referred to in clause 12.1
- 12.4 It is hereby agreed between the parties hereto that nothing in this clause 12 shall be taken to fetter the ability of the Council to seek legal redress for any breach of any of the obligations contained in this Agreement

13. **Contracts (Rights of Third Parties) Act 1999**

It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement (and any successors in title or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement

14. **Local Land Charge**

This Agreement shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

15. **Costs**

- 15.1 The First Owner and the Second Owner will each on the date hereof pay one half of the Council's and the County Councils costs reasonably and properly incurred in connection

with the negotiation and completion of this Agreement

16. **Title**

The Owners jointly and severally further covenant that:

16.1 They are the freehold owners of the Land as set out in recitals (2) and (3) above

16.2 The Land is free from all encumbrances material to this Deed

16.3 save the First Mortgagee the Second Mortgagee and the lease referred to in entry number 1 in the Schedule of Notices of Leases to the First Owner's registered title HD460276 no other party has an interest in the Land

17. **First Mortgagee's Consent**

The First Mortgagee HEREBY CONSENTS to the First Owner entering into this Deed and FURTHER AGREES that its rights in relation to the Land shall be deferred and that the obligations herein favour of the Council and/or the County Council shall have priority

18. **Second Mortgagee's Consent**

The Second Mortgagee HEREBY CONSENTS to the Second Owner entering into this Deed and FURTHER AGREES that its rights in relation to the Land shall be deferred and that the obligations herein in favour of the Council and/or the County Council shall have priority

FIRST SCHEDULE

PART 1

Objectives and Tasks of the Management Company

- (i) To manage the Former Clubhouse Land in a manner that will safeguard the historic fabric and character of the Former Clubhouse Land including the Listed Building and the Landscape Area;
- (ii) To ensure that the Management Plan is implemented in accordance with the provisions of this Agreement;

- (iii) To ensure that no development occurs that would be detrimental to the historic fabric and character of the Listed Building its landscape setting and the Landscape Area;
- (iv) To review the on-going management of the Former Clubhouse Land and to address any issues arising in respect of its future management at meetings to be held at least twice in any calendar year

PART II

Membership of the Management Company

- (i) The First Owner or their nominee (one place);
- (ii) The Second Owner or their nominee (one place);
- (iii) All owners of Dwelling Units within the Land and their successors in title (one place per owner) and where a Dwelling Unit is owned jointly by more than one person then the first of them named on the Title Information Document for that Dwelling Unit shall be the member;
- (iv) An officer of the Council nominated by the Chief Planning and Environmental Health Officer from time to time and suitably qualified to address the issue or issues relevant to the matters under consideration at each relevant meeting of the Management Company (one place)

PART III

Decision Making

- (i) All decisions of the Management Company will require a simple majority of the membership;
- (ii) Precise details of the decision making process of the Management Company will be agreed by the membership of the Management Company

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written

EXECUTED AS A DEED)
by affixing THE COMMON SEAL of)
WELWYN HATFIELD BOROUGH COUNCIL)
in the presence of:-)

[Redacted Name]

Mayor

[Redacted Name]

Authorised Officer



EXECUTED AS A DEED)
by affixing THE COMMON SEAL of)
HERTFORDSHIRE COUNTY COUNCIL)
in the presence of:-)

[Redacted Name]

ANDREW CLAYLOCK

County Secretary/Assistant County Secretary

Authorised Officer



EXECUTED AS A DEED by the said
MILLGATE DEVELOPMENTS LIMITED
acting by:-

)
)
)

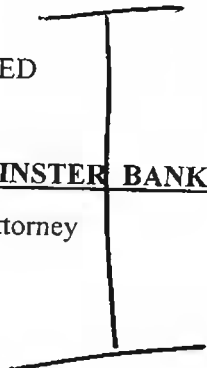
Director

Director/Secretary



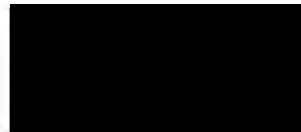
EXECUTED AS A DEED
for and on behalf of
NATIONAL WESTMINSTER BANK PLC
by a duly Authorised Attorney
in the presence of:

)
)
)
)
)



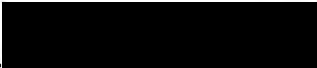
Witness signature

Signature witnessed as a deed
For and on behalf of
The National Westminster Bank PLC
By a duly authorised Attorney



DOCUMENTOR

In the presence of:



Witness' Signature-Bank employee

EXECUTED AS A DEED by the said
P J LIVESEY LONDON LIMITED

acting by:-

Director

Director/Secretary:



EXECUTED AS A DEED)

for and on behalf of)

NATIONAL WESTMINSTER BANK PLC)

by a duly Authorised Attorney)

in the presence of:



Witness signature

Signed and witnessed as a deed
for and on behalf of
The National Westminster Bank PLC
By a duly authorised Attorney

)
)
)



In the presence of:



DOWMERTOR

Witness' Signature-Bank employee

APPENDIX 1
LISTED BUILDING CONSENT



WELWYN HATFIELD COUNCIL

Council Offices, Welwyn Garden City, Herts, AL8 6AE

Telephone: Welwyn Garden (01707)357000

PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990

PLANNING DECISION NOTICE - PERMISSION

S6/2006/0425/LB

Conversion of Listed Building into 17 apartments and demolition of modern 1980's extensions; 14 new build dwellings and 28 garage courtyard blocks, together with 40 parking spaces across the site, incorporating new build tennis court house and integral garage, proposed walled garden dwelling and garaging; conversion and extensions to eastern and western walled garden buildings to form swimming pool and storage/greenhouse building; plus associated landscaping

at: BEDWELL PARK, CUCUMBER LANE, ESSENDON, HATFIELD.

Applicant Name And Address

PJ LIVESY GROUP LTD
MILLGATE HOMES,
ASHBURTON PARK,
ASHBURTON ROAD WEST,
TRAFFORD PARK,
MANCHESTER
M17 1AF

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 04/04/2006 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 3 years commencing on the date of this notice.

REASON

To comply with the requirements of Section 18 of the Planning (Listed Building and Conservation Area) Act 1990. (as amended)

2. 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.

Continuation...

3. Prior to any building works being first commenced, detailed drawings showing the new brickwork and a precise specification and description of the brick - or a sample of 4 bricks to provide a representative range of the colour and texture of the brick- together with a specification of the mortar mix, pointing profile and finish, jointing width and the bond of the brickwork, shall be submitted to and approved in writing by the Local Planning Authority. Where required, a sample panel of the brickwork using the bond, mortar and jointing/pointing proposed, shall be provided and retained during building works as a reference for the new brickwork.

REASON

To ensure the historic and architectural character and setting of the building is properly maintained, in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

4. Notwithstanding any details submitted with the application; prior to the commencement of the development hereby permitted a Schedule of Works and Repair for the principal listed building, former gardener's cottage, wall surrounding the walled garden and boundary wall in front of the principal listed building, Pulhamite rockery as well as all historic brick and stonework including any piers and gates within the site shall be submitted to and approved in writing by the Local Planning Authority/The scheme as may be approved shall be completed prior to the occupation of any part of the development hereby permitted unless otherwise agreed in writing with the Local Planning Authority.

REASON

To safeguard the historic and architectural integrity of the Grade II listed building in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

5. All new or replacement rain water goods shall be in black painted cast iron

REASON

To ensure the special historic and architectural character and setting of the building is properly maintained, in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

6. No demolition or development shall take place within the application site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and agreed in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that remains of archaeological importance likely to be disturbed in the course of development are adequately recorded in accordance with policy R29.

Continuation...

7. Prior to any building works being first commenced, detailed drawings of the new and/or replacement windows and rooflights including a section of the glazed bars and frame moulding (if applicable), which it is proposed to install, clearly showing the position of the window frame in relation to the face of the wall, depth of reveal, arch and sill detail shall be submitted to, and approved in writing by the Local Planning Authority.

REASON

To ensure the historic and architectural character of the listed buildings are properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

8. Notwithstanding the consent hereby granted, none of the timbers forming the structural frame of the building shall be cut, removed or otherwise faltered without the prior consent in writing of the Local Planning Authority.

REASON

To ensure the historic and architectural character of the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

9. Prior to any building works being first commenced detailed drawings including sections, showing the new and/or replacement doors which it is proposed to install, together with a detailed description or specification, shall be submitted to, and approved in writing by the Local Planning Authority.

REASON

To ensure the historic and architectural character of; the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

10. Prior to any building works being first commenced in respect to the converted listed building, detailed drawings including sections, detailed description or specification where applicable, shall be submitted to, and approved in writing by the Local Planning Authority in respect to the following matters:

- a. The raised parapet as shown on East Elevation D as shown on plan number 069/0310; b. Porches and canopies;
- c. Method of cleaning the facades (abrasives would not be permitted);
- d. Chimneys to be rebuilt or restored;
- e. The weather vane on the clock tower should be carefully removed, repaired and reinstated.

REASON

To ensure the historic and architectural character of the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

11. Notwithstanding condition 4 (Schedule of Works) (a) historic doors which are proposed to be removed should be reused where possible or set aside for future use and (b) existing skirtings, architraves, decorative ceilings and ceiling cornices should, where possible be retained, and any new work should match the existing patterns, sizes and profiles.

Continuation...

REASON

To ensure the historic and architectural character of the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

12. Prior to any building works being first commenced, detailed drawings of all new staircases, together with a detailed description or specification, shall be submitted to, and approved in writing by the Local Planning Authority.

REASON

To ensure the historic and architectural character of the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

13. Prior to the commencement of the development hereby permitted all materials to be used for hard surfaced areas within the site including roads, driveways and car parking areas shall be approved in writing by the Local Planning Authority.

REASON

To ensure that the development does not detract from the appearance of the locality and to ensure the historic and architectural character and setting of the building is properly maintained, in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

14. Prior to the commencement of the development hereby permitted, detailed drawings of the proposed Orangery, together with a detailed description or specification, shall be submitted to, and approved in writing by the Local Planning Authority.

REASON

To ensure the historic and architectural character of the listed building is properly maintained and in accordance with Policy R25 of the Welwyn Hatfield District Plan 2005.

INFORMATIVE

In the event of the clock not being retained the clock face and its associated winding gear should be carefully dismantled and set aside for use elsewhere or donated to an organisation such as the HBPT (Hertfordshire Building Preservation Trust).

REASON FOR APPROVAL

It is considered that the proposed development does not have an unacceptably harmful impact on the character or integrity of the Listed Building to which it relates as the development will result in a viable new use being implemented in the building without unacceptable loss of the features of historical importance of the building.

Continuation...

SUMMARY OF RELEVANT DEVELOPMENT PLAN POLICIES

Hertfordshire Structure Plan Review 1991- 2011:

Policies 1,5, 6, 25, 29, 38,43

Welwyn Hatfield District Plan 2005:

SD1, GBSP1, GBSP2, R15, R16, R25, R26, R27, R29, M2, M14, D1, D2, D5, D8, D11, H2, H5, H6, H7, H8, OS3, RA1, RA2, RA4, RA10, RA17, RA28

Supplementary Design Guidance

Supplementary Planning Guidance

APPROVED PLAN NUMBER(S): 069/0001 & 069/0010 & 069/0011 & 069/0012 & 069/0014 & 069/0310 & 069/0311 & 069/0312 all received 04-04-2006

Date:

[Redacted signature]

Chris Conway
Chief Planning and Environmental Health Officer

APPENDIX 2
MEMORANDUM AND ARTICLES

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

[] MANAGEMENT COMPANY LIMITED

1. The Company's name is "[] MANAGEMENT COMPANY LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

3.1.1 To acquire, hold, manage and administer the freehold property forming part of the site of the former [] including without limitation of the generality of the foregoing any common areas, roads, accessways, footpaths, parking areas, drains, sewers, treatment plant, lighting, security and associated facilities used in common by the Livesey Residents and the Millgate Residents (both as defined in the Articles) (hereinafter called "the Managed Property") either on its own account or as trustee, nominee or agent of any other company or person.

3.1.2 To acquire and deal with and take options over any property, real or personal, including the Managed Property, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.

3.1.3 To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the Managed Property or any part thereof.

3.1.4 To provide services of every description in relation to the Managed Property and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Managed Property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Managed Property and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.

3.1.5 To insure the Managed Property or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.

3.1.6 To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

3.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

3.3 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.4 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.5 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

3.6 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

3.7 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

3.8 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

3.9 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

3.10 To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons; to make

payments towards insurance including insurance for any director, officer or auditor against any liability as is referred to in section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.

3.11 To distribute among the members of the Company in kind any property of the Company of whatever nature.

3.12 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.13 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.14 AND so that:-

3.14.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

3.14.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.

3.14.3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

3.14.4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

[] MANAGEMENT COMPANY LIMITED

1. PRELIMINARY

1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.

1.2 Regulations 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

2. INTERPRETATION

2.1 In these Articles:-

"the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;

"the Managed Property" has the meaning assigned to it in clause 3.1.1 of the Memorandum of Association of the Company;

"unit" means any residential unit comprised in any property held, managed or administered by the Company;

"unitholder" means the person or persons to whom a lease of a unit for a term of not less than 999 years has been granted or assigned and so that whenever two or more persons are for the time being unitholders of a unit they shall for all

purposes of these Articles be deemed to constitute one unitholder.

2.2 Regulation 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

3. MEMBERS

3.1 The subscribers to the Memorandum of Association shall be members of the Company. A subscriber may nominate any person (hereinafter called "a Nominated Successor") to succeed him as a member of the Company and any such Nominated Successor (other than a unitholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a member of the Company other than a unitholder. The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in article 3.3 below.

3.2 Each subscriber to the Memorandum of Association and any Nominated Successor shall, if not himself a unitholder, cease to be a member as soon as unitholders for all the units have become members.

3.3 The provisions of section 352 of the Act shall be observed by the Company and every member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a member or sign the register of members on becoming a member. If two or more persons are together a unitholder each shall so comply, they shall together constitute one member and the person whose name first appears in the register of members shall exercise the voting powers vested in such member.

3.4 A unitholder shall cease to be a member on the registration as a member of the successor to his unit and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any unit.

3.5 If a member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a unitholder.

4. GENERAL MEETINGS AND RESOLUTIONS

4.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-

(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other general meeting by a majority in number of the members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than 95% of the total voting rights at the meeting of all members.

4.2 The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.

4.3 The notice shall be given to all the members and to the directors and auditors and to every legal personal representative or trustee in bankruptcy of a member where the member, but for his death or bankruptcy, would be entitled to receive notice of the meeting.

4.4 Regulation 38 in Table A shall not apply to the Company.

4.5 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

4.6 Regulation 41 in Table A shall not apply to the Company.

4.7 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting.

4.8 Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

4.9 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting.

4.10.1 With the exception of those members who are subscribers to the Memorandum of Association or Nominated Successors, every member present in person or by proxy or, being a corporation, present by a duly authorised representative at a general meeting shall have one vote for every unit of which he is the holder.

4.10.2 Save as provided in article 4.10.3 below, those members who are subscribers to the Memorandum of Association or Nominated Successors shall have one vote for every unit in respect of which there is no unitholder.

4.10.3 Until every unit comprised in the Managed Property has been let by the Company (whether or not to a unitholder as defined in article 2.1 above), those members who are subscribers to the Memorandum of Association or Nominated Successors or, if there is only one such member, that member, shall, either jointly if there is more than one such member, or alone, if there is only one such member, have three votes in respect of every unit comprised in the Managed Property in addition to their own vote or votes as members whether voting is by a show of hands or on a poll.

4.11 Regulations 54 and 55 in Table A shall not apply to the Company.

4.12 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed

to the chairman of the meeting prior to the commencement of the business of the meeting.

5. APPOINTMENT OF DIRECTORS

5.1 Regulation 64 in Table A shall not apply to the Company.

5.2 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, no person who is not a member of the Company shall in any circumstances be eligible to hold office as a director. Regulation 44 in Table A shall not apply to the Company.

5.3 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be two.

5.4 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

5.5 Regulation 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

5.6 No member shall be appointed a director at any general meeting unless either:-

(a) he is recommended by the directors; or

(b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that member for appointment, together with notice signed by that member of his willingness to be appointed.

5.7 Subject to article 5.6 above, the Company may by ordinary resolution appoint any member who is willing to act to be a director, either to fill a vacancy or as an additional director.

5.8 The directors may appoint a member who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 5.3 above as the maximum number of directors and for the time being in force.

6. BORROWING POWERS

6.1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

7. ALTERNATE DIRECTORS

7.1 No person who is not a member of the Company shall be capable of being appointed an alternate director. Regulation 65 in Table A shall be modified accordingly.

7.2 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly.

7.3 A director, or any other member appointed by resolution of the directors and willing to act, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

8. DISQUALIFICATION OF DIRECTORS

8.1 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, the office of a director shall be vacated if he ceases to be a member of the Company and regulation 81 in Table A shall be modified accordingly.

9. GRATUITIES AND PENSIONS

9.1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

9.2 Regulation 87 in Table A shall not apply to the Company.

10. PROCEEDINGS OF DIRECTORS

10.1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

10.2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act.

10.3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

11. MINUTES

11.1 Regulation 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

12. THE SEAL

12.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be

signed by a director and by the secretary or second director. Regulation 101 in Table A shall not apply to the Company.

13. NOTICES

13.1 Regulation 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

13.2 Regulation 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

14. INDEMNITY

14.1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

14.2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

14.3 Regulation 118 in Table A shall not apply to the Company.

15. RULES OR BYE LAWS

15.1 The directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate:-

(a) the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

(b) the conduct of members of the Company in relation to one another, and to the Company's servants or agents;

(c) the setting aside of the whole or any part or parts of the Managed Property at any particular time or times or for any particular purpose or purposes;

(d) the procedure at general meetings and meetings of the directors and committees of directors of the Company in so far as such procedure is not regulated by these Articles;

(e) and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company.

15.2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

APPENDIX 3
PLANNING PERMISSION



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

S6/2006/365/FP

Conversion of Listed Building into 17 apartments and demolition of modern 1980's extensions; 14 new build dwellings and 28 garage courtyard blocks, together with 40 parking spaces across the site, incorporating new build tennis court house and integral garage, proposed walled garden dwelling and garaging; conversion and extensions to eastern and western walled garden buildings to form swimming pool and storage/greenhouse building, plus associated landscaping

at: BEDWELL PARK, CUCUMBER LANE, ESSENDON HATFIELD.

Applicant Name And Address

PJ LIVESEY GROUP LTD,
MILLGATE HOMES,
ASHBURTON PARK,
ASHBURTONRDWEST,
TRAFFORD PARK,
MANCHESTER
M17 1AF

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 22/03/06 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 3 years commencing on the date of this notice.

REASON

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990. (as amended)

2. 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.

Continuation...

REASON

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

3. 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.

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

4. 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.

5. 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.

6. Notwithstanding any details submitted with the application, prior to the commencement of the development hereby permitted a Schedule of Works and Repair for the principal listed building, former gardener's cottage, wall surrounding the walled garden, boundary wall in front of the principal listed building, Pulhamite rockery as well as all historic brick and

Continuation...

stonework including any piers and gates within the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme as may be approved shall be completed prior to the occupation of any part of the development hereby permitted unless otherwise agreed in writing with the Local Planning Authority.

REASON

To safeguard the historic and architectural integrity of the Grade II listed building in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

7. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (or any order revoking, re-enacting or modifying that Order), no development falling within Classes A, B, C, D, E, F or H of Part 1 or Class A of Part 2 of Schedule 2 to that Order shall take place without the prior written permission of the Local Planning Authority granted on application.

REASON

To enable the Local Planning Authority to exercise control over the siting and size of any future buildings or structures on the site in the interests of safeguarding the openness of the Green Belt.

8. Notwithstanding the any details submitted with the application, details of all new means of enclosure to be erected within the site or along its boundaries shall be submitted to the Local Planning Authority for its prior approval in writing. The scheme as may be approved shall be completed prior to the occupation of any of the units hereby permitted and retained thereafter, unless otherwise agreed in writing with the Local Planning Authority.

REASON

In the interests of visual amenity

9. Details of any external lighting to be erected within the site shall be submitted to the Local Planning Authority for its prior written approval.

REASON

To avoid any potential for light pollution, in the interests of visual amenity.

10. No demolition or development shall take place within the application site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and agreed in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that remains of archaeological importance likely to be disturbed in the course of development are adequately recorded in accordance with policy R29 of the Welwyn Hatfield District Plan 2005.

Continuation...

11. Before any development commences, details of existing and proposed ground levels, finished floor levels of the dwellings and garages, driveways, pathways and parking areas hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and completed thereafter in accordance with the approved details.

REASON

In the interests of existing trees and the appearance of the development in the Green Belt.

12. Prior to the commencement of work on any building hereby approved, the setting-out and finished floor level of each building shall be inspected and approved by the Local Planning Authority in writing.

REASON

To ensure the satisfactory appearance of the development, and to ensure a satisfactory relationship between features and buildings both on and off the site.

13. Before any development commences, full details of the proposed demarcation and extent of the associated individual curtilages of the six courtyard conversion dwellings, the twelve new courtyard buildings and the detached dwellings on the Tennis Court and Walled Garden shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out and completed in accordance with the approved details.

REASON

To enable the Local Planning Authority to have control over the development of the land having regard to the Green Belt location of the site and in accordance with policies RA1, D1 and D2 of the Welwyn Hatfield District Plan 2005.

14. Before any development commences, full details including levels, sections, constructional and surfacing treatment of the proposed access drives, vehicle parking and turning areas, all pedestrian paths and any means of illumination thereto shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out and completed in accordance with the approved details.

REASON

To ensure a satisfactory standard of development in the vicinity of Grade II Listed Buildings and to protect important trees to be retained as part of the development.

15. Prior to the commencement of the development hereby permitted details of foul and surface water drainage shall be submitted to and agreed in writing with the Local Planning Authority. The scheme shall thereafter be carried out, completed and retained in accordance with the approved details prior to the occupation of the development unless otherwise agreed in writing with the Local Planning Authority.

Continuation...

REASON

To ensure the satisfactory drainage of the site

16. Details of bin stores shall be submitted to and approved in writing by the Local Planning Authority and shall be provided prior to first occupation of the units that they will serve and retained thereafter, unless otherwise agreed in writing by the Local Planning Authority

REASON

To prevent the maximum refuse carrying distance being exceeded

17. No works of site clearance, demolition or construction shall take place until (a) details of bat mitigation (as for a DEFRA licence Method Statement) and (b) details of a reptile survey (including mitigation if required) have been submitted to and approved in writing by the Local Planning Authority

REASON

To protect the habitats of birds and reptiles which are protected species under the Wildlife and Countryside Act 1981, and in accordance with policy R16 of the Welwyn Hatfield District Plan 2005.

18. Before the development is commenced an investigation of the site shall be carried out in accordance with BS 10175:2001 British Standards Institution Code of Practice, "The Investigation of Potentially Contaminated Sites" to identify possible contamination, and to assess the degree and nature of any contamination present. If a hazard or hazards are identified on the site from any form of contamination the results of the investigation shall be utilised to carry out a site specific risk assessment to consider risks to future users of the site, water resources, surrounding and property, wildlife, cultivated trees and plants, building materials, and any other person who may be affected. If the risk assessment identifies unacceptable risk or risks, a detailed remediation strategy containing measures necessary to remove, neutralise or isolate the contamination shall be provided. Details of such investigation, assessment and remediation measures shall be submitted to and agreed in writing with the Local Planning Authority before development commences and the development shall thereafter proceed and be completed in accordance with the approved details prior to occupation of any of the dwellings unless otherwise agreed in writing with the Local Planning Authority. The presence of any significant unsuspected contamination, which becomes evident during the development of the site shall be brought to the attention of the Local Planning Authority as soon as it is discovered.

REASON

To ensure that any site contamination is dealt with safely in the interests of preventing pollution of the environment, the health and safety of the public and users of the development.

Continuation...

19. All new or replacement rainwater goods shall be in black painted cast iron.

REASON

To ensure the special historic and architectural character and setting of the building is properly maintained, in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

20. Prior to any building works being first commenced, detailed drawings showing the new brickwork and a precise specification and description of the brick - or a sample of 4 bricks to provide a representative range of the colour and texture of the brick - together with a specification of the mortar mix, pointing profile and finish, jointing width and the bond of the brickwork, shall be submitted to and approved in writing by the Local Planning Authority. Where required, a sample panel of the brickwork using the bond, mortar and jointing/pointing proposed, shall be provided and retained during building works as a reference for the new brickwork.

REASON

To ensure the historic and architectural character and setting of the building is properly maintained, in accordance with policy R25 of the Welwyn Hatfield District Plan 2005.

21. Prior to the commencement of the development hereby permitted all materials to be used for hard surfaced areas within the site including roads, driveways and car parking areas shall be approved in writing by the Local Planning Authority.

REASON

To ensure that the development does not detract from the appearance of the locality and to ensure the historic and architectural character and setting of the building is properly maintained, in accordance with policies D1 and R25 of the Welwyn Hatfield District Plan 2005

REASON for APPROVAL

It is considered that the proposed development, by reason of the case made for enabling development, constitutes very special circumstances, that justifies a departure to established Green Belt policy, does not have an unacceptably harmful visual impact on the character and appearance of the Green Belt, setting of the listed building, landscape, rural character of the area in which it is located or residential amenity as the development proposed has a limited visual impact on the openness of the Green Belt, landscape and rural character of the site is acceptable in terms of scale and design and respects the setting of the Grade II Listed Buildings, does not result in unacceptable overlooking or loss of privacy and does not have any unacceptably dominating impact with regard to neighbouring uses.

INFORMATIVE

Your attention is drawn to the need to obtain a Habitats Regulations licence from DEFRA.

Continuation...

SUMMARY OF RELEVANT DEVELOPMENT PLAN POLICIES

Hertfordshire Structure Plan Review 1991-2011:

Policies 1, 5, 6, 25, 29, 38, 43

Welwyn Hatfield District Plan 2005:

SD1, GBSP1, GBSP2, R15, R16, R25, R26, R27, R29, M2, M14, D1, D2, D5, D8, D11, H2, H5, H6, H7, H8, OS3, RA1, RA2, RA4, RA10, RA17, RA28

Supplementary Design Guidance

Supplementary Planning Guidance

APPROVED PLAN NUMBER(S): 069/1000 & 069/1002 & 069/1010 & 069/1011 & 069/1012 & 069/1013 & 069/1014 & 069/0310 & 069/0311 & 069/0001 & 069/0010 & 069/0011 & 069/0012 & 069/0312 & 069/0014 & 069/1310 & 069/1311 & 069/1312 & 1105 & 1106 & 1107 & 01 & 02 & 03A & 04 & Q5 & 06 & 07 & 09 & 10 & 11 & 06 ESS SP01 rev A 06 ESS P1 rev A & 06 ESS P2 & 06 ESS P3] & 06 ESS P4 all received 22-03-2006

Date:



Chris Conway
Chief Planning and Environmental Health Officer