

DATED 7 MARCH 2000

WELWYN HATFIELD DISTRICT COUNCIL (1)

- and -

HERTFORDSHIRE COUNTY COUNCIL (2)

- and -

FROGMORE DEVELOPMENTS LIMITED (3)

-and-

RIALTO HOMES PLC (4)

-and-

HATFIELD TOWN COUNCIL (5)

DEED

of Planning Obligation under Section 106
of the Town and Country Planning Act 1990
relating to land to
the north of Manor Road and west of Hatfield Garden Village,
Hatfield, Hertfordshire

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THIS DEED OF PLANNING OBLIGATION is made the 7 day of March 2009

BETWEEN:

- (1) WELWYN HATFIELD DISTRICT COUNCIL of Council Offices, Welwyn Garden City ("the District Council")
- (2) HERTFORDSHIRE COUNTY COUNCIL of County Hall, Hertford AL8 6AE ("the County Council")
- (3) FROGMORE DEVELOPMENTS LIMITED registered number 01045678 whose registered office is situated at 34 North Row Mayfair London W1A 2JZ ("the Developer")
- (4) RIALTO HOMES PLC registered number 694306 whose registered office is situated at Bayfordbury Lower Hatfield Road Hertford Hertfordshire SG13 8EE ("Rialto")
- (5) HATFIELD TOWN COUNCIL of Council Offices Kennelwood Town Centre Hatfield Hertfordshire AL10 0LG (the "Town Council")

NOW THIS DEED WITNESSES as follows:-

Preliminary

1. DEFINITIONS

"the Act"

the Town and Country Planning Act 1990 as amended

"Affordable Housing Land"

the areas of land shown marked "Affordable Housing Area A" "Affordable Housing Area B" "Affordable Housing Area C" and "Affordable Housing Area D" on Plan 3 - or any areas within the Application Site of equivalent size and utility and which are capable of accommodating an equivalent mix and number of Affordable Dwellings which may be agreed by the District Council in substitution therefor

| | |
|----------------------------------|---|
| “Affordable Dwelling” | each of the 100 Dwellings identified as “Affordable Dwellings” on Plan 3 and more particularly delineated on Plan 4 which are to be constructed pursuant to and in accordance with the Permission and provided and made available within the Application Site on the Affordable Housing Land or any units of equivalent size number bed spaces and plot sizes provided with the prior agreement of the District Council in substitution therefor pursuant to any other planning permission and the expression “Affordable Dwellings” shall be construed accordingly |
| “Affordable Rented Dwellings” | the 82 Affordable Dwellings which are to be reserved and made available for rent in accordance with Sub-Clauses 4.44 to 4.46 and 4.50 |
| “Agreed Standard of Bus Service” | a frequency and standard of bus services which accords with the Bus Service Specification and providing new and extended routes between the Application Site and inter alia the Hatfield Town Centre the proposed District Centre and existing and proposed employment areas within the former Hatfield Aerodrome and Hatfield Galleria the Hatfield Station or such additional and/or alternative destinations as may be reasonably directed by the County Council within a 17 kilometre radius of the Application Site |
| “Amenity Area” | the land shown edged with a broken blue line on Plan 1 |

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| "the Application Site" | the land shown for the purpose of identification edged by a broken red line on Plan 1 and more particularly delineated on Plan 4 |
| "Bondsman" | any of the main four London clearing banks or such other bondsman of equivalent net worth as the District Council and the County Council shall in their absolute discretion approve in writing |
| "Bus Service Specification" | the specification contained in Schedule Nine which provides for the provision routing standard frequency quality and type of bus services to serve the Development |
| "Commencement" | means commencement of the Development by the carrying out of any material operation as defined by Section 56(4) of the Act and the expressions Commence and Commences shall be construed accordingly PROVIDED ALWAYS that Site Preliminaries shall not be deemed to amount to Commencement |
| "the Community Contribution" | the sum of £113,500.00 (One Hundred and Thirteen Thousand Five Hundred Pounds) which shall be payable by the Developer to the District Council in accordance with Sub-Clauses 4.31 and 4.32 |
| "the Development" | Residential development open space roads footpaths cycle ways and other recreational sports facilities and related development pursuant to any Permission |

| | |
|--------------------------|--|
| "Dwelling" | any unit of residential accommodation including a flat |
| "Childcare Contribution" | the sum of £186,000.00 (One Hundred and Eighty Six Thousand Pounds) to be paid by the Developer to the County Council in accordance with the provisions of Sub-Clauses 4.26 and 4.27 |
| "First Bond" | a bond substantially in the form set out in Schedule 3 in respect of the financial contributions due to the District Council in respect of the Community Contribution the Open Space Payments the Public Art Contribution and the Recycling Contribution |
| "Hatfield Aerodrome SPG" | the strategy for the redevelopment of Hatfield Aerodrome and of the former British Aerospace land at Hatfield and of the Northern Development Area contained in the adopted document entitled "Hatfield Aerodrome Supplementary Planning Guidance" published by Welwyn Hatfield District Council and dated November 1999 |
| "Highway Contribution" | the sum of £115,699 (One Hundred and Fifteen Thousand Six Hundred and Ninety Nine Pounds) to be paid by the Developer to the County Council in accordance with sub-clause 4.62 - 4.64 |
| "Index A" | Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by HMSO as collated into a single index in accordance with the SPONs All Engineering Works Constructed Civil |

Engineering Cost Index

- “Index B” the Index of Retail Price Information excluding mortgage interest published by the Office of National Statistics
- “Index C” the Building Construction Information Service National Average All-in Tender Price Index multiplied by the regional factor for Hertfordshire
- “Library Contribution” the sum of £50,000 (Fifty thousand pounds) to be paid by the Developer to the County Council in accordance with the provisions of clauses 4.60 and 4.61
- “Management Scheme” the scheme of open space and landscape management contained in Schedule Eight
- “Nomination Agreement” an agreement in a form annexed in Schedule Ten
- “North East Sector” that part of the Development shown edged with a broken blue line on Plan 3 and marked “North East Sector”
- “North West Sector” that part of the Development shown edged with a broken blue line on Plan 3 and marked “South West Sector”
- “Northern Development Area” the land shown coloured yellow on Plan 1
- “Occupation” the occupation of a Dwelling within the Development for residential purposes (and for the avoidance of doubt excluding occupation for construction or for fitting out or marketing or for site security purposes) and the expression “occupy” or “occupied” shall be construed

accordingly

“Open Market Dwelling” a residential unit within the Development other than an Affordable Dwelling

“the Open Spaces” the Amenity Area the Sports Ground and the Play Spaces as shown on Plan 1 and Plan 2

“the Open Space Payment” the total sum of £144,000 (One hundred and forty four thousand pounds) being a contribution towards the costs of maintaining the Play Spaces and Sports Ground made up as follows:

| | | |
|---------------|---|---------|
| Sports Ground | - | £70,000 |
|---------------|---|---------|

| | | |
|--------------|---|---------|
| Play Space 1 | - | £40,000 |
|--------------|---|---------|

| | | |
|--------------|---|--------|
| Play Space 2 | - | £7,000 |
|--------------|---|--------|

| | | |
|--------------|---|--------|
| Play Space 3 | - | £7,000 |
|--------------|---|--------|

| | | |
|--------------|---|---------|
| Play Space 4 | - | £10,000 |
|--------------|---|---------|

| | | |
|--------------|---|---------|
| Play Space 5 | - | £10,000 |
|--------------|---|---------|

“Open Space Specification” the specifications contained in Schedule Eight

“Open Space Transfer” a transfer in the form set out in Schedule Five

“Plan 1” the plan annexed hereto and marked “Plan 1”

“Plan 2” the plan annexed hereto and marked “Plan 2”

“Plan 3” the plan annexed hereto and marked “Plan 3”

“Plan 4” the plan annexed bearing reference 8091/021 Rev D

| | |
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| “Planning Application” | an application submitted on 11th October 1999 and given reference number S6/0884/99/FP by the District Council |
| “Permission” | a planning permission resulting from the Planning Application or from any other planning permission whether granted by way of variation alteration substitution or replacement thereto or otherwise |
| “Play Space(s)” | the 4 local areas for play and the neighbourhood equipped area for play shown for identification only shaded green on Plan 2 and in detail on Plan 4 to be laid out equipped and made available in accordance with Sub-Clause 4.33 and the Open Space Specification or such amended altered or alternative areas of equivalent size and utility as may be agreed by the District Council in its absolute discretion |
| “Primary Education Contribution” | the sum of £670,000.00 (Six Hundred and Seventy Thousand Pounds) to be paid by the Developer to the County Council in accordance with the provisions of Sub-clauses 4.26 and 4.27 |
| “Public Art Contribution” | the sum of £10,000.00 (Ten Thousand Pounds) to be paid by the Developer to the District Council in accordance with Sub-Clauses 4.58 and 4.59 |
| “Recycling Contribution” | the sum of £10,000.00 (Ten Thousand Pounds) to be paid by the Developer to the District Council in accordance with Sub-Clauses 4.65 and 4.66 |

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| “RSL” | a registered social landlord for the purposes of the Housing Act 1996 |
| “Second Bond” | a bond substantially in the form contained in Schedule Four in respect of contributions to the County Council for education highways transportation and libraries |
| “Secondary Education Contribution” | The sum of £764,000.00 (Seven Hundred and Sixty Four Thousand Pounds) to be paid by the Developer to the County Council in accordance with the provisions of Sub-Clauses 4.28. 4.29 and 4.30 |
| “Section 38 Agreement” | An agreement or agreements made inter alia under Section 38 and/or Section 278 of the Highways Act 1980 and/or S106 of the Act on the terms and substantially in the form of the model agreement contained in Schedule Seven |
| “Sector” | The South East Sector the South West Sector the North East Sector or the North West Sector or any of them as the context so requires |
| “Services and Service Media” | Gas water electricity foul and surface water television telephones and telecommunications signals waves and pulses whether in each such case the property of a statutory undertaker public or private utility television or telecommunications company body service provider or otherwise pipes wires cables and any related supports poles stays or other ancillary or related plant equipment machinery apparatus structures ducts conduits drains sewers ditches streams watercourses or other conducting media together with any rights easements wayleaves or licences plant and |

equipment relating thereto or required therefor or any other equipment or any other services sight lines and conducting media (or any wayleaves rights easements or licences relating to any of the above)

"Shared Ownership Dwellings"

Those 18 Affordable Dwellings which are intended to be made available for disposal and occupation pursuant to Shared Ownership Leases and shown coloured brown with a single yellow spot on Plan 3

"Shared Ownership Lease"

a lease substantially in the form of and on terms equivalent to the Housing Corporation model shared ownership lease for a term of at least 125 years on terms whereby no more than 50% of the equity in the Shared Ownership Dwelling is disposed of and the remaining element is by way of rent

"Site Preliminaries"

surveying testing sampling soil tests pegging out tree protection archaeological investigation

"South East Sector"

that part of the Development shown edged with a broken blue line on Plan 3 and marked "South East Sector"

"South West Sector"

that part of the Development shown edged with a broken blue line Plan 3 marked "South West Sector"

"Spine Road"

a road with a carriageway of at least 6.1 metres in width together with one continuous two metre footpaths and a continuous cycleway of 3 metres and bus shelters on both sides of the road together with all junctions carriageways foundations and sub-structures sub-bases

Services and Service
Media/conduits/conducting media verges
cycleways footways footpaths hard standings
lay-bys bus lay-bys turning and manoeuvring
areas central reservations flares lighting signage
landscaping junctions roundabouts traffic
signals and other electronic highway or
transportation equipment structures and/or
apparatus lining signing lighting sight lines
visibility splays and forward visibility
requirements bunding screening and noise
attenuation measures of any kind fencing
barriers overbridges drainage pedestrian
facilities together with any services and services
media in on under or adjoining any of the above
as may be required by the County Council as
highway authority all of which shall provide a
continuous unobstructed route through the
Application Site and on the route of and in
accordance with Plan 4 as amended or adjusted
by any detailed engineering drawings submitted
to and approved by the County Council for the
purposes of the Section 38 Agreement to
connect Hatfield Avenue to the remainder of the
Northern Development Area via the Application
Site in accordance with the requirements of the
County Council as Highway Authority and
which shall extend and provide unobstructed
vehicular and pedestrian access including a bus
route at all times and for all purposes between
Hatfield Avenue to the remainder of the
Northern Development Area and shall be
designed for and shall be capable of extension
to provide a through route between Hatfield
Avenue and Great Braitch Lane for all traffic

including buses and cyclists and which shall also include as part of its construction a traffic counting loop at the southern end of the Spine Road in a location agreed with the County Council

“Spine Road (Phase 1)” that part of the Spine Road coloured red on Plan 2

“Sports Ground” the land shown coloured green and hatched with a broken black line on Plan 1

“Sports Ground Transfer” a transfer in the form set out in Schedule Six

“Sports Pavilion” a building capable of accommodating changing and showering accommodation equivalent for two teams a covered sitting out area and a space capable of use as a club room and/or for community purposes together with such associated parking as the District Council may reasonably require

“the Strategic Footpath and Cycle Route” the network of footpaths footways and cycleways through the Development as shown for the purposes of identification only on Plan 2 and shown in detail on Plan 4 and as amended or adapted by any detailed engineering drawings submitted to and approved by the County Council for the purposes of the Section 38 Agreement and which shall inter alia extend to the boundaries of and provide unobstructed access at all times and for all purposes for pedestrians and cyclists through the Development from Hatfield Avenue to the remainder of the Northern Development Area and from Holme Road to the Amenity Area and

in particular to provide access to any neighbouring and adjoining land and allow for and be capable of connection to a continuation of the pedestrian and cycle network to serve the remainder of the Northern Development Area

“Strategic Footpath and Cycle Route (Phase 1)” that part of the Strategic Footpath and Cycle Route shown coloured yellow on Plan 2

“Strategic Footpath and Cycle Route (Phase 2)” that part of the Strategic Footpath and Cycle Route shown coloured light blue on Plan 2

“Strategic Footpath and Cycle Route (Phase 3)” that part of the Strategic Footpath and Cycle Route shown coloured dark blue on Plan 2

“the Transport Supplement” the sum of £184,500.00 (One Hundred and Eighty Four Thousand Five Hundred Pounds) to be provided by the Developer to the County Council in accordance with sub-clause 4.25

“Transport Contribution” the sum of Two Hundred and Fifty Seven Thousand Three Hundred Pounds (£257,300) to be paid by the Developer to the County Council in accordance with sub-clause 4.20

“Water Scheme” the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus

2. PRELIMINARY

2.1 The Developer is the owner of the freehold interest in the Application Site registered at H.M. Land Registry under Title Number HD383313

x PROVIDED ALWAYS THAT the Town Council shall upon determination or surrender of all its residual rights and interests in the Application Site be released from its obligations under this deed save in respect of those relating to any part of the Application Site such as the Sports Ground or the Open Spaces which it may subsequently acquire or re-acquire

2.2 Rialto has the benefit of a contract dated 26 June 2000 with the Developer to develop the Application Site in conjunction with the Developer

2.3 The Town Council hereby assents to its interest in the Application Site being bound by the terms of this Deed and assents to the Developer and Rialto entering into this Deed and hereby acknowledges that the covenants restrictions and obligations shall bind the Town Council and shall also run with its existing and proposed interests in the Application Site including the Sports Ground *x see opposite*

2.4 Rialto hereby assents to its interest in the Application Site being bound by the terms of this Deed and assents to the Town Council entering into this Deed and hereby acknowledges that the covenants restrictions and obligations shall bind Rialto and shall also run with its existing and proposed interests in the Application Site including the Sports Ground

Indemnity

2.5 The Developer and Rialto hereby jointly indemnify the Town Council in respect of all or any costs claims actions or other liabilities and in respect of any payments covenants or obligations arising under this Deed

2.6 The District Council and the County Council are the local planning authorities for the area within whose area the Application Site is situated and by whom the covenants restrictions and obligations contained in this Deed are enforceable

2.7 The County Council is also the local highway authority for roads other than trunk roads in the County of Hertfordshire and has certain responsibilities for archaeology and social services

2.8 The County Council is also the education authority library authority and fire authority for the County of Hertfordshire

2.9 The District Council is also the housing authority for the Welwyn Hatfield District

2.10 By the Planning Application planning permission has been sought for the Development of the Application Site

- 2.11 The District Council and the County Council wish to ensure that the development of the Application Site is in all respects consistent with the objectives of the development plan for the area and the terms of the Hatfield Aerodrome SPG
- 2.12 The Development is an integral part of a major strategic development to the west of Hatfield and which has been the subject of the Hatfield Aerodrome SPG and four separate but inter-related planning applications including the Planning Application
- 2.13 The District Council and the County Council in particular also wish to ensure that the form of development approved and the subject of this Deed is safe sustainable and consistent with the objectives of securing a development which:-
- 2.13.1 is well served by public transport
 - 2.13.2 is safe and accessible for pedestrians and cyclists
 - 2.13.3 provides within and as part of the Development a network of roads footpaths and cycleways which allow for direct safe and convenient connections through the Development to neighbouring parts of the areas the subject of the Development Brief and to the Sports Ground
 - 2.13.4 encourages use of public transport and reduces the need for journeys by private motor vehicles
 - 2.13.5 makes provision for affordable as well as open market housing
 - 2.13.6 contributes to childcare nursery primary and secondary education facilities in the locality
 - 2.13.7 makes proper provision for other community facilities
- 2.14 The County Council and the District Council wish to ensure that the Spine Road and the Strategic Footpath and Cycle Routes are constructed in their entirety to adoptable standards to the boundaries of the Application Site to enable the continuation of the Spine Road and the Strategic Footpath and Cycle Routes to be completed as a through route from Hatfield Avenue to Great Braitch Lane as and when development of neighbouring and adjoining land forming the remainder of the Northern Development Area which adjoins the Application Site occurs

2.15 The District Council and the County Council wish to regulate the Development in the manner hereinafter appearing and are satisfied that the Permission may be granted subject to the covenants restrictions and obligations contained in this Deed

3. **POWERS CONDITIONS AND INDEXATION**

Powers

3.1 This Deed contains planning obligations for the purpose of Section 106 of the Act and the covenants and undertakings herein are entered into under the terms of the Act and the Highways Act 1980 the Public Libraries and Museums Act 1964 the School Standards and Framework Act 1998 the Children Act 1989 the Open Spaces and Access to the Countryside Act 1949 and where appropriate Section 33 of the Local Government Miscellaneous Provisions Act 1982 and Section 111 of the Local Government Act 1972 and all other enabling powers with the intent that the same shall be enforceable by the District Council and the County Council not only against the Developer Rialto and the Town Council but also against their successors in title and assigns 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 Application Site PROVIDED ALWAYS that Rialto shall not be liable in respect of any breach occurring after it shall have parted with all right title and interest in the Application Site and shall have surrendered or terminated its agreement dated 26 June 2000 with the Developer and shall have provided written evidence thereof to the reasonable satisfaction of the District Council but shall remain liable for any antecedent breaches

3.2 This Deed shall be registrable as a local land charge by the District Council and/or the County Council under the Local Land Charges Act 1975

Conditionality

3.3 Save for the provisions of Clauses 1 2 3.1 to 3.3 and any provisions needed for the interpretation thereof or to give effect thereto the terms of this Deed shall be conditional upon the issue of Permission PROVIDED ALWAYS THAT upon issue of Permission the whole of this Deed shall have immediate effect and thereafter shall bind the parties hereto and shall also run with the Application Site

3.4 **Indexation of Contributions and Payments**

All sums payable pursuant to the sub-clause specified in column 2 of the following table shall be increased by the percentage if any by which the index specified in column 3 of the following table shall have increased between the date specified in column 4 of the following table and the date of payment of each of the contributions and where any sum is payable by way of instalments then indexation shall be applicable to each such instalment

| Contribution | Sub-Clause | Index | Date |
|----------------------------------|-------------------|--------------|----------------|
| Transport Contribution | 4.20 | B | May 2000 |
| Transport Supplement | 4.25 | B | May 2000 |
| Primary Education Contribution | 4.26 | C | May 2000 |
| Secondary Education Contribution | 4.28 | C | April 1999 |
| Childcare Contribution | 4.26 | C | April 1999 |
| Community | 4.31 | C | April 1999 |
| Public Art | 4.58 | B | September 2000 |
| Library | 4.60 | B | April 1999 |
| Highway Contribution | 4.62 | A | April 2000 |
| Recycling Contribution | 4.65 | C | September 2000 |
| Open Space Payment | 4.34 | B | November 2000 |

3.5 When the most recent index which shall have been published as at the date of any payment is a forecast or provisional index then that payment shall be calculated initially by reference to that forecast or provisional index

3.6 Where any sum has been initially calculated by reference to a forecast or provisional index then a further adjustment shall be made as and when the final index for that period is published and the Developer Rialto or the Council as appropriate shall within 14 days of any written demand make good any under or over payment as appropriate

3.7 Where any sum payable under this Deed is not paid in full to the relevant party on the date for payment there shall be added to the outstanding sum a further interest payment equal to compound interest on the original sum plus indexation calculated at 4.0% above National Westminster Bank base lending rate with monthly rests between the date for payment and the date of actual payment PROVIDED THAT in the case of repayment of any contributions by the County Council a written demand shall have been first served after the relevant date for such payment on the County Council

3.8 Where any Index ceases to be published then the sum to which that original Index was to be applied shall have the original Index applied to it up to the date on which the original index is last published and the sum as so recalculated as at that Date shall thereafter be subject to indexation based on the nearest equivalent index as may be agreed between the Developer Rialto and the relevant Council or in the event of disagreement such index as may be determined in accordance with the provisions of Clause 8

4. **DEVELOPER'S RIALTO'S AND THE TOWN COUNCIL COVENANTS**

The Developer the Town Council and Rialto for themselves and their successors in title and assigns to their respective interests in the Application Site and the Amenity Area and each and every part thereof hereby jointly and severally agree and covenant with the County Council and separately with the District Council as follows:-

OBLIGATIONS RELATING TO THE SPINE ROAD AND THE STRATEGIC FOOTPATH AND CYCLE NETWORK

4.1 Not to Commence until the First Bond shall have been unconditionally delivered to the District Council duly executed and dated by the Bondsman

4.2 Not to Commence until the Second Bond shall have been unconditionally delivered to the County Council duly executed and dated by the Bondsman

4.3 Not to occupy or cause or permit to be occupied any Dwelling until a Section 38 Agreement or Section 38 Agreements shall have been entered into by all land owners affected in respect of the entirety of the Spine Road and the Strategic Footpath and Cycle Network and the roundabout junction with Hatfield Avenue

- 4.4 Not to occupy or cause or permit to be occupied any Dwelling until a roundabout junction with Hatfield Avenue has been constructed in accordance with the provisions of the Section 38 Agreement
- 4.5 Not to carry out any site clearance until written notice of the date of Commencement shall have been served on the District Council and the County Council
- 4.6 To complete the Spine Road (Phase 1) to wearing course level and the Strategic Footpath and Cycle Network (Phase 1) to wearing course level to the satisfaction of the County Council as evidenced in writing prior to first occupation of any Dwellings
- 4.7 To complete the entire Spine Road to wearing course level and the Strategic Footpath and Cycle Network (Phase 2) to wearing course level to the satisfaction of the County Council as evidenced in writing prior to first occupation of more than 60 Open Market Dwellings or within 18 months of the Commencement of the Development if earlier
- 4.8 To complete the Strategic Footpath and Cycle Network (Phase 3) to wearing course level to the satisfaction of the County Council as evidenced in writing prior to first occupation of more than 170 Open Market Dwellings or within 18 months of the Commencement of the Development if earlier
- 4.9 To complete the entire Strategic Footpath and Cycle Network to the satisfaction of the County Council prior to first occupation of 240 Open Market Dwellings or within 18 months of the Commencement of the Development if earlier
- 4.10 Not to occupy dispose of or cause or permit occupation of any Dwellings until the Spine Road (Phase 1) shall have been completed to wearing course level to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public and to all traffic (including pedestrian private motor vehicles cycles and buses and commercial vehicles) other than construction traffic not associated with the Development at all times and for all purposes
- 4.11 Not to occupy dispose of or cause or permit occupation of more than 59 Open Market Dwellings until the entire Spine Road shall have been completed to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public and to

all traffic (including pedestrian private motor vehicles cycles and buses and commercial vehicles) other than construction traffic not associated with the Development at all times and for all purposes

- 4.12 Not to occupy dispose of or cause or permit occupation of any Dwellings until the Strategic Footpath and Cycle Network (Phase 1) shall have been completed to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public at all times and for all pedestrian and cycle purposes and as if the same were a public highway maintainable at the public expense
- 4.13 Not to occupy dispose of or cause or permit occupation of more than 59 Open Market Dwellings until the Strategic Footpath and Cycle Network (Phase 2) shall have been completed to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public at all times and for all pedestrian and cycle purposes and as if the same were a public highway maintainable at the public expense
- 4.14 Not to occupy dispose of or cause or permit occupation of more than 169 Open Market Dwellings until the Strategic Footpath and Cycle Network (Phase 3) shall have been completed to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public at all times and for all pedestrian and cycle purposes and as if the same were a public highway maintainable at the public expense
- 4.15 Not to occupy dispose of or cause or permit occupation of more than 239 Open Market Dwellings until the entire Strategic Footpath and Cycle Network shall have been completed to an adoptable standard as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public at all times and for all pedestrian and cycle purposes and as if the same were a public highway maintainable at the public expense
- 4.16 To repair and maintain the Spine Road and the Strategic Footpath and Cycle Network in accordance with the terms of the Section 38 Agreement in good condition fit for their intended use and in accordance with best engineering and street works and highway maintenance management practice pending their adoption as public highways maintainable at the public expense

- 4.17 Upon completion of the Spine Road in accordance with Sub-Clause 4.7 and completion of the Strategic Footpath and Cycle Network in accordance with Sub-Clause 4.9 to ensure that they are freely and fully available and maintained at all times in a condition fit for safe and continuous use to all members of the public and to all traffic (including pedestrians motorists emergency vehicles cyclists and bus companies) other than construction traffic not associated with the Development at all times and for all purposes pending their adoption as public highways maintainable at the public expense
- 4.18 Upon completion of the Spine Road in accordance with Sub-Clause 4.7 and the Strategic Footpath and Cycle Network in accordance with Sub-Clause 4.9 to allow the District Council and the County Council and all those authorised by them including any owner or developer of any neighbouring land to enter the Application Site without charge in order to connect their roads footpaths and cycleways and related drains and services to the Spine Road and the Strategic Footpath and Cycle Network
- 4.19 In the event of the Developer or Rialto failing to comply with their obligations under Clauses 4.4 to 4.16 the County Council and/or District Council shall be entitled and authorised to enter the Application Site to construct repair and maintain the Spine Road and the Strategic Footpath and Cycle Network and to recover the full cost thereof from the Developer

TRANSPORT CONTRIBUTION

Positive Obligations

- 4.20 To pay the Transport Contribution to the County Council upon the following instalments :
- 4.20.1 £36,900.00 (Thirty Six Thousand Nine Hundred pounds) to be paid upon Commencement
- 4.20.2 £73,467.00 (Seventy Three Thousand Four Hundred and Sixty Seven Pounds) to be paid prior to the first Occupation of the tenth Open Market Dwelling to be occupied

4.20.3 £73,467.00 (Seventy Three Thousand Four Hundred and Sixty Seven Pounds) to be paid prior to the first anniversary of the tenth Open Market Dwelling to be occupied and

4.20.4 £73,467.00 (Seventy Three Thousand Four Hundred and Sixty Seven Pounds) to be paid prior to the second anniversary of the tenth Open Market Dwelling to be occupied

Restrictions

4.21 Not to Commence until that part of the Transport Contribution payable under Sub-Clause 4.20.1 shall have been paid

Not to occupy or cause or permit Occupation of more than 9 Open Market Dwellings until that part of the Transport Contribution payable under Sub-Clause 4.20.2 shall have been paid

4.23 Not to occupy or cause or permit Occupation of more than 109 Open Market Dwellings until that part of the Transport Contribution payable under Sub-Clause 4.20.3 shall have been paid

4.24 Not to occupy or cause or permit Occupation of more than 209 Open Market Dwellings until that part of the Transport Contribution payable under Sub-Clause 4.20.4 shall have been paid

TRANSPORT SUPPLEMENT

4.25 If by the occupation of the 249th Open Market Dwelling the Transport Contribution has proven inadequate to fund the provision of the level of type, quality and frequency of Bus Services which accord with the Agreed Standard of Bus Service Specification without the need for subsidy THEN

4.25.1 Rialto and the Developer shall pay the Transport Supplement to the County Council prior to the first Occupation of the 250th Open Market Dwelling

4.25.2 Rialto and the Developer shall not occupy or cause or permit Occupation of more than 249 Open Market Dwellings in total until they shall have paid the Transport Supplement to the County Council

EDUCATION CONTRIBUTIONS

- 4.26 To pay the Primary Education Contribution and the Childcare Contribution to the County Council prior to the first Occupation of the 37th Open Market Dwelling
- 4.27 Not to occupy or cause or permit Occupation of more than 36 Open Market Dwellings until the Primary Education Contribution and the Childcare Contribution payable under Sub-Clause 4.26 shall have been paid
- 4.28 To pay the Secondary Education Contribution to the County Council in the following instalments:
- 4.28.1 £510,000 (Five hundred and ten thousand pounds) to be paid prior to the first Occupation of the 90th Open Market Dwelling
- 4.28.2 £254,000 (Two hundred and fifty four thousand pounds) to be paid prior to the first Occupation of the 135th Open Market Dwelling

Restrictions

- 4.29 Not to occupy or cause or permit Occupation of more than 89 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.28.1 shall have been paid
- 4.30 Not to occupy or cause or permit Occupation of more than 134 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.28.2 shall have been paid

COMMUNITY CONTRIBUTION

- 4.31 To pay the Community Contribution to the District Council prior to the first Occupation of the 37th Open Market Dwelling
- 4.32 Not to occupy or cause or permit occupation of more than 36 Open Market Dwellings until it shall have paid the Community Contribution to the District Council

OPEN SPACE

- 4.33 To lay out the Sports Ground the Amenity Area and the Play Spaces in accordance with the Open Space Specification and the following programme of works

| Description of Works | Number of Dwellings permitted to be occupied prior to completion of relevant facility |
|----------------------|---|
| Play Space No. 1 | 10 Open Market Dwellings |
| Play Space No. 2 | 50 Open Market Dwellings |
| Play Space No. 3 | 120 Open Market Dwellings |
| Play Space No. 4 | 170 Open Market Dwellings |
| Play Space No. 5 | 240 Open Market Dwellings |

4 Not to occupy or cause or permit occupation of Open Market Dwellings in excess of those appearing in the second column of the table in Sub-Clause 4.33 until such time as an Open Space Transfer shall have been duly executed on behalf of the Developer and any other person with an interest in the Land and unconditionally delivered to the District Council or its nominee in respect of the corresponding Play Space appearing in the first column of the said table and the relevant Open Space Payment shall have been paid to the District Council or its nominee

4.35 To lay out the Amenity Area prior to occupation of more than 170 Open Market Dwellings in accordance with the Open Space Specification and to ensure that the Amenity Area is at all times following Commencement of the Development (save during periods when public access needs to be excluded when works are being carried out) available and accessible for the use and enjoyment of all members of the public including the residents of the Development (but subject always to the ability of those in charge of the Amenity Area to eject any person causing deliberate damage vandalism or using the Amenity Area for any illegal immoral or anti-social purpose)

4.36 Not to occupy more than 170 Open Market Dwellings until the works of laying out the Amenity Area shall have been completed

4.37 To manage and maintain the Amenity Area as an amenity space for informal public recreation and to allow public use enjoyment and access without charge at all times throughout the year in accordance with the Management Scheme at all times following Commencement of the Development and in the event of the District Council notifying the Developer of any failure to manage and maintain the Amenity Area in

accordance with the Management Plan or in the event of any neglect disrepair or damage the Developer shall immediately rectify the same

4.38 Pending completion of any transfer in accordance with Sub-Clause 4.34 the Developer shall maintain and manage the Open Spaces including any equipment apparatus fencing planting and surfacing in good condition fit for use and in accordance with best landscape and open space management practices and shall ensure that the Open Spaces are available at all times for use by members of the public including all residents of the Development

4.39 To lay out the Sports Ground access roads car parking and footpaths and cycleway connections and other facilities on the Sports Ground in accordance with the Open Space Specification prior to 1st August 2001 or such later date as may be agreed by the District Council acting reasonably

4.40 Not to occupy cause or permit to be occupied more than 45 Open Market Dwellings until the Sports Ground access roads car parking and footpaths and cycleway connections and other facilities shall have been laid out on the Sports Ground in accordance with the Open Space Specification and a Sports Ground Transfer shall have been duly executed and delivered to the District Council or its nominee and the relevant Open Space Payment shall have been made to the District Council

4.41 Following completion of the works and facilities referred to in sub clauses 4.33 and 4.35 the Developer and Rialto shall maintain the same in good condition and fit for use at all times in accordance with best open space grounds keeping and landscape management practices pending transfer to the District Council or its nominee

4.42 Not to use cause or permit the Open Spaces to be used other than for open-air sports recreational and amenity purposes unless otherwise agreed by the District Council and to ensure that all residents of the Development shall have the opportunity on reasonable terms and conditions and without charge to use spectate and participate in any informal or organised sporting activities on the Open Spaces - subject always to the owner levying charges in accordance with scales to be agreed with the District

MHW (or by its nominee in consultation with the District Council)
g w Council year by year for the use of the Sports Ground

AFFORDABLE HOUSING

- 4.43 To permanently reserve and set aside the Affordable Housing Land for the provision of Affordable Housing and for no other purpose
- 4.44 To ensure the Affordable Rented Dwellings shall be permanently reserved for occupation by persons nominated by the District Council in strict accordance with the terms of the Nomination Agreement and are not disposed of or occupied by any other persons except as maybe authorised under the terms of the Nominations Agreement
- 4.45 The Affordable Rented Dwellings shall not be disposed of occupied let or reserved for letting other than at an affordable rent which does not exceed Housing Corporation rent cap levels for the area as at the date of this Agreement as increased by the percentage if any by which the Index shall have increased between the date of its last publication prior to the date of this Agreement and the date of its last publication prior to the date of disposal or letting of the relevant Affordable Rented Dwelling
- 4.46 The Affordable Rented Dwellings shall (subject always to any tenant's statutory right to buy) not be disposed of otherwise than as rented accommodation with rentals set at levels at or below those described in Clause 4.45 payable on a weekly basis and without payment of any premium inducement or other consideration (save for any reasonable deposit against breakages) as a consideration for the tenant or occupier entering into a letting agreement or taking possession, occupation or reserving the Affordable Rented Dwellings
- 4.47 Not to dispose of or occupy or cause or permit occupation of any Shared Ownership Dwelling other than by way of and in accordance with the terms of a Shared Ownership Lease
- 4.48 Not to dispose of any interest in any Affordable Dwelling or of any interest in the Affordable Housing Land or any part or parts thereof unless
- 4.48.1 the purchaser or tenant or intended occupier for the time being of such unit is a District Council nominee; or
- 4.48.2 where in respect of any Affordable Rented Dwelling or the Affordable Housing Land relating thereto the purchaser is an RSL - that RSL shall have previously entered into a Nominations Agreement directly with the

District Council in respect of that Affordable Rented Dwelling or the Affordable Housing Land on which it stands

PROVIDED ALWAYS THAT in respect of the Shared Ownership Dwellings the District Council shall have nomination rights in respect of the Shared Ownership Dwellings on their first disposal for residential use and occupation

- 4.49 All Affordable Dwellings shall be constructed substantially in accordance with the Housing Corporation scheme development standards in force as at the date of commencement of construction of the relevant dwelling
- 4.50 Not to dispose of the Affordable Rented Dwellings and/or the Affordable Housing Land on which the Affordable Rented Dwellings are built or are to be built other than to an RSL and on commercial terms whereby the Affordable Rented Dwellings to be constructed thereon can be let at rental levels at or below those referred to in Sub-Clause 4.45 and otherwise strictly in accordance with the terms of this Deed
- 4.51 Not to dispose of the Shared Ownership Dwellings or the Affordable Housing Land on which the Shared Ownership Dwellings are built or are to be built other than to an RSL and on commercial terms whereby the Shared Ownership Dwellings to be constructed thereon can be sold strictly in accordance with the terms of this Deed
- 4.52 The tenure locations dwelling mix and sizes of each Affordable Dwelling shall be as set out in Schedule One hereto or as may otherwise be agreed in writing by the District Council in its absolute discretion
- 4.53 Not to occupy or cause to be occupied more than 60 Open Market Dwellings (or 90 Open Market Dwellings if a design and build contract for the Affordable Dwellings in the South East Sector shall not have been exchanged by the occupation of 60 Open Market Dwellings) until (1) all of the Affordable Dwellings in the South East Sector shall have been completed to the reasonable satisfaction of the District Council and disposed of to an RSL and (2) all necessary roads Services and Service Media shall have been constructed to the boundary of each Affordable Dwelling and (3) such roads Services and Service Media made available are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

4.54 Not to occupy or cause to be occupied more than 148 Open Market Dwellings until (1) all of the Affordable Dwellings in the South West Sector shall have been completed to the reasonable satisfaction of the District Council and disposed of to an RSL and (2) all necessary roads Services and Service Media shall have been constructed laid and made available to the boundary of each Affordable Dwelling and (3) such Roads Services and Service Media are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

4.55 Not to occupy or cause to be occupied more than 207 Open Market Dwellings until (1) all of the Affordable Dwellings in the North East Sector shall have been completed to the reasonable satisfaction of the Council and disposed of to an RSL and (2) all necessary roads Services and Service Media shall have been constructed laid to the boundary of each Affordable Dwelling and made available and (3) such roads Services and Service Media are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

4.56 Not to occupy or cause to be occupied more than 220 Open Market Dwellings until (1) all of the Affordable Dwellings in the North West Sector shall have been completed to the reasonable satisfaction of the District Council and disposed of to an RSL and (2) all necessary roads Services and Service Media shall have been constructed laid to the boundary of each Affordable Dwelling and made available and (3) such roads Services and Service Media are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

FIRE HYDRANTS

4.57 With regard to the water supply to the Development:

4.57.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS750 (1984) as reasonably and properly required by the County Council acting in its capacity as Hertfordshire Fire and Rescue Service ("the Service")

4.57.2 to construct and provide at no cost to the Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Service in writing of the date upon which each and every fire hydrant becomes operational

- 4.57.3 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Service until they are adopted by the Service which adoption shall take place upon the issue of a certificate of satisfaction by the chief fire officer of the Service the issue of which shall not be unreasonably delayed PROVIDED THAT such certificate shall not be issued prior to the issue by the Director [of Environment of the County Council] of the certificate of maintenance for the highways in which the fire hydrants are located such certificate not to be unreasonably withheld or delayed
- 4.57.4 not to cause or permit occupation of any Dwelling forming part of the Development until such time as it is served by an operational fire hydrant
- 4.57.5 to address any notice to be given to the Service to the Water Services Officer, Fire and Rescue Service, Old London Road, Hertford SG13 7LD telephone 01992 507521

PUBLIC ART

Covenant

- 4.58 To pay the Public Art Contribution to the District Council prior to Commencement

Restriction

- 4.59 Not to Commence until the Public Art Contribution shall have been paid to the District Council

LIBRARY

Covenant

- 4.60 To pay the Library Contribution to the County Council prior to first Occupation of the 37th Open Market Dwelling

Restriction

- 4.61 Not to occupy or cause or permit Occupation of more than 36 Open Market Dwellings until it shall have paid the Library Contribution payable under Sub-Clause 4.60 to the County Council

HIGHWAY CONTRIBUTION

Positive Obligations

- 4.62 To pay the Highway Contribution to the County Council upon the following instalments :
- 4.62.1 £29,806.00 (Twenty Nine Thousand Eight Hundred and Six Pounds) to be paid prior to the first Occupation of the 20th Open Market Dwelling to be occupied
- 4.62.2 £85,893.00 (Eighty Five Thousand Eight Hundred and Ninety Three Pounds) to be paid prior to the first Occupation of the 70th Open Market Dwelling to be occupied

Restrictions

- 4.63 Not to occupy or cause or permit Occupation of any more than 19 Open Market Dwellings until that part of the Highway Contribution payable under Sub-Clause 4.62.1 shall have been paid
- 4.64 Not to occupy or cause or permit Occupation of more than 69 Open Market Dwellings until that part of the Highway Contribution payable under Sub-Clause 4.62.2 shall have been paid

RECYCLING FACILITIES

- 55 To pay the Recycling Contribution to the District Council prior to the occupation of the 60th Open Market Dwelling
- 4.66 Not to occupy or cause or permit occupation of more than the 59th Open Market Dwelling until the Recycling Contribution shall have been paid to the District Council

ARCHAEOLOGY

- 4.67 To allow the County Council and any nominated archaeology group to monitor and observe excavations during development and to provide opportunities to record photograph catalogue and remove any observations and finds and to allow the County Council to exhibit any such finds in local museums without charge provided always that the property in any finds shall be offered to the County Council without charge save in respect of any treasure trove

5. COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Developer and Rialto

TRANSPORT

- 5.1 To hold the Transport Contribution and the Transport Supplement (if applicable) in an interest bearing account and to use the said contribution and (if applicable) the said supplement together with any interest accrued thereon towards the provision of new bus services and/or the improvement of existing bus services and any related purpose including inter alia for the avoidance of doubt the provision of subsidies to bus operating companies the purchase of new vehicles the implementation of bus only or bus priority schemes the making of traffic regulation orders the installation of bus shelters bus stops bus lanes and any related signage or equipment the establishment and installation of real time information systems and other electronic information systems designed to encourage greater bus usage the publication of information relating to the availability of bus services the construction of park and ride schemes and/or the establishment/enhancement/ expansion of existing bus depots terminals and combined transport facilities and other similar or related works systems facilities information and services and the provision of bus fare subsidies to private individuals living or working on the Application Site within the overall context of the policies and objectives contained in the Hatfield Aerodrome SPG
- 5.2 that any part of the Transport Contribution which remains unexpended or uncommitted by the letting of a contract after the expiry of twenty five years from the date of receipt shall be repaid to the person from whom the said contribution was received together with any unspent interest accrued thereon

EDUCATION

- 5.3 To hold each of the Childcare Contribution and the Primary Education Contribution together with all interest accrued thereon in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to the person from whom the said contributions were received all remaining balances of the Childcare Contribution and interest accrued thereon which remains unspent or uncommitted by the letting of a contract ten years after completion of the Development and in the case of the Primary Education Contribution fifteen years after completion of the Development

5.4 To hold the Secondary Education Contribution together with all interest accrued thereon in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to the person from whom the said contribution was received all remaining balances of the said contribution and interest accrued thereon which remains unspent or uncommitted by the letting of a contract fifteen years after completion of the Development

5.5 Not to expend the Primary Education Contribution and all interest accrued thereon otherwise than to meet the cost of providing improvements alterations additional replacement and/or enhanced school buildings classrooms and/or facilities and/or equipment at Green Lanes Primary School

Not to expend the Secondary Education Contribution and all interest accrued thereon otherwise than to meet the cost of providing improvements alterations additional replacement and/or enhanced school buildings classrooms and/or facilities and/or equipment at any secondary schools within the District Council's or St Albans City and District Council's administrative areas

5.7 Not to expend the Childcare Contribution and all interest accrued thereon otherwise than to meet the cost of providing a childcare facility within the area the subject of the Hatfield Aerodrome SPG which for the avoidance of doubt may comprise either a separate building or part of any other community or education building or facility together with any ancillary gardens grounds and/or car parking

Right to Tender

5.8 To allow the Developer and Rialto (on their own or in partnership with others) an opportunity to tender for the provision of the new or enhanced facilities to be provided by the County Council pursuant to clause 5.5

Library

5.9 To hold the Library Contribution together with all interest accrued thereon in an interest bearing account or a separately identified section of the County Council's combined accounts

5.10 Not to expend the Library Contribution together with all interest accrued thereon otherwise than to meet the cost of improvement alteration or replacement of library

facilities buildings books or other community information materials or equipment within the District Council's administrative area and to refund to the person from whom the said contribution was received all remaining balances of the said contribution and interest accrued thereon which remains unspent or uncommitted by the letting of a contract fifteen years after completion of the Development

HIGHWAYS CONTRIBUTIONS

- 5.11 To hold the Highways Contribution together with all interest accrued thereon in an interest bearing account or a separately identified section of the County Council's Combined Accounts and to use the said contribution together with any interest accrued thereon towards any or all of the matters referred to in Schedule Two

That any part of the Highways Contribution which remains unexpended after the expiry of twenty five years from the date of receipt shall be repaid to the person from whom the said contribution was received together with any unspent accrued interest

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Developer and Rialto that

COMMUNITY FACILITY

- 6.1 upon receipt of the Community Contribution it shall hold the same in an interest bearing account and expend the Community Contribution and any accrued interest upon either:

6.1.1 the provision of a new community facility at the Green Lanes Primary School together with new changing facilities at the Sports Ground; or

6.1.2 the construction of the new Sports Pavilion at the Sports Ground

- 6.2 the Developer and Rialto (on their own or in partnership with others) will be given an opportunity of tendering for the construction of the community facility or Sports Pavilion to be provided pursuant to sub-clauses 6.1.1. or 6.1.2.

PUBLIC ART

- 6.3 Upon receipt of the Public Art Contribution the same shall be held in an interest bearing account pending its application towards the provision of artwork at open air

public locations which are accessible to the public within or neighbouring the Northern Development Area the nature and form of such art work to be decided by public competition open to all local residents and employees and judged by a panel consisting of nominees of the Developer Rialto and the Town Council and two representative from each of the other parties

RECYCLING FACILITIES

- 6.4 Upon receipt of the Recycling Contribution the same shall be held in an interest bearing account pending its application towards the provision of recycling facilities such as bottle banks paper banks rag banks and can banks in the locality

Any part of the Recycling Contribution which remains unexpended after the expiry of twenty five years from the date of receipt shall be repaid to the person from whom the said contribution was received together with any unspent interest accrued thereon

7. DECLARATIONS

It is hereby agreed that if prior to the receipt of any of the said contributions referred to in Sub-Clauses 4.20 4.25.1 4.26 4.28 4.31 4.33 4.58 4.60 4.62 and 4.65 either the County Council or the District Council as the case may be incurs any expenditure in providing additional facilities to which it was entitled to apply the said contributions under this Agreement whether in anticipation of or as a result of the Development then the County Council or the District Council as the case may be may immediately following receipt of the relevant contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such proportion of the relevant contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon and that such monies shall be and remain the property of the relevant authority and shall not be bound by the terms of this Agreement

8. DISPUTES

- 8.1 Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed including questions of value or any question of reasonableness may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties

Assistant County Secretary
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Herts SG14 3DL

Director of Law and Administration
Welwyn Hatfield District Council
The Campus
Welwyn Garden City
Herts AL8 6AE

The Company Secretary
Frogmore Development Limited
34 North Row
Mayfair
London W1A 2JZ

Group Solicitor
Rialto Homes plc
Bayfordbury
Lower Hatfield Road
Hertford
Herts SG13 8EE

The Clerk
Hatfield Town Council
Council Offices
Kennelwood
Town Centre
Hatfield
Herts AL10 0LG

SCHEDULE ONE

Tenure and Mix of Affordable Dwellings

Tenure

1. The tenure of the Affordable Dwellings shall be

1.1 82 Affordable Rented Dwellings and,

1.2 18 Shared Ownership Dwellings

Mix

2. The mix of the Affordable Dwellings shall be as follows:

2.1 48 one bedroom flats

2.1 24 two bedroom flats

2.3 14 two bedroom terraced houses

2.4 10 three bedroom terraced houses

2.5 4 four bedroom terraced houses

Size

3. All being of the sizes set out in the following table:-

| | | |
|----|---------------------------|---------------------|
| 48 | 1 Bedroom Flats | 45.3m ² |
| 24 | 2 Bedroom Flats | 64.6m ² |
| 14 | 2 Bedroom Terraced Houses | 64.3m ² |
| 10 | 3 Bedroom Terraced Houses | 81.0m ² |
| 4 | 4 Bedroom Terraced Houses | 101.0m ² |

Location

4. The Affordable Dwellings shall be located in the locations shown on Plan 3 and more particularly delineated on Plan 4

SCHEDULE TWO

Highway and Transport Objectives and Initiatives

All or any of the off site highway works as described in the Hatfield Aerodrome SPG and improvements including inter alia junction and roundabout improvements road widening the construction of new or improved carriageways footpaths bridleways footways or cycleways trunk road improvements together with any junctions carriageways foundations and sub-structures sub-bases Services and Service Media/conduits/conducting media verges cycleways footways footpaths hard standings lay-bys bus lay-bys turning and manoeuvring areas central reservations flares stacking lanes lighting signage landscaping junctions roundabouts traffic signals and other electronic highway or transportation equipment structures and/or apparatus lining signing lighting sight lines visibility splays and forward visibility requirements bunding screening and noise attenuation measures of any kind fencing barriers overbridges drainage pedestrian facilities together with any services and services media in on under or adjoining any of the above as may be required by the County Council as highway or planning authority and improvements or extensions to the footpath and cycleway networks and linkages as described in the Hatfield Aerodrome SPG or any alternative or additional highway works which are or may be designed to achieve any of the overall objectives of the Hatfield Aerodrome SPG and/or works or measures which are designed to reduce reliance upon private motor vehicles and/or encourage the use of alternative modes of transport and improve the highway network for the benefit of pedestrian cyclists and those using public transport and including for the avoidance of doubt traffic calming pedestrian bus and/or cycle priority schemes park and ride schemes and any other measures designed for the convenience of pedestrians cyclists and other road users or to relieve congestion with a radius of 10 kilometres of the Application Site

Traffic management measures at Green Lanes and the Birchwood Estate

SCHEDULE THREE
First Bond

FORM OF BOND

BY THIS BOND we [] whose registered office is at [] (hereinafter called "the Owner") and [] whose registered office is at [] (hereinafter called "the Developer") and [] whose registered office is at [] (hereinafter called "the Surety") are held and firmly bound unto [] (hereinafter called "the Council") in the sum of Three hundred and five thousand pounds (£305,000) (hereinafter called "the Bonded Sum") for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally by these presents.

WHEREAS by an agreement made pursuant to s.106 Town and Country Planning Act 1990 dated [] and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) Frogmore Developments Limited (3) Rialto Homes PLC (4) and Hatfield Town Council (5) relating to the development of land to the north of Manor Road and west of Hatfield Village Hatfield ("the Agreement") the Developer has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Sub-Clauses 4.31 4.33 4.58 and 4.65 thereof

NOW THE CONDITION of this Bond is such that if the Developer shall duly make the Payments at the times and in the manner specified in the Agreement according to the true purport and meaning thereof or if on the default by the Developer the Surety shall make such Payments including indexation and interest for late payment when demanded by the Council up to the amount of the Bonded Sum then this obligation shall be void but otherwise shall be and remain in full force and effect and no alteration in terms of the Agreement made by agreement between the parties thereto or in the extent or nature of the respective obligations of the parties thereunder and no allowance of time by the Council under the Agreement in favour of the Developer nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Agreement on the part of the Council shall in any way release the Surety from any liability under this Bond

The Bonded Sum will automatically be reduced by the amount of each of the Payments when made

IN WITNESS whereof this Bond has been executed as a Deed.

DATED the day of

**SCHEDULE FOUR
Second Bond**

FORM OF BOND

BY THIS BOND we [] whose registered office is at [] (hereinafter called "the Owner") and [] whose registered office is at [] (hereinafter called "the Developer") and [] whose registered office is at [] (hereinafter called "the Surety") are held and firmly bound unto [] (hereinafter called "the Council") in the sum of Three hundred and Two million five hundred and two thousand five hundred and ninety pounds (£2,502,590) (hereinafter called "the Bonded Sum") for the payment of which sum the Developer and the Surety bind themselves their successors and assigns jointly and severally by these presents.

WHEREAS by an agreement made pursuant to s.106 Town and Country Planning Act 1990 dated [] and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) Frogmore Developments Limited (3) Rialto Homes PLC (4) and Hatfield Town Council (5) relating to the development of land to the north of Manor Road and west of Hatfield Village Hatfield ("the Agreement") the Developer has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Sub-Clauses 4.20 4.25.1 4.26 4.28 4.60 and 4.62 thereof

NOW THE CONDITION of this Bond is such that if the Developer shall duly make the Payments at the times and in the manner specified in the Agreement according to the true purport and meaning thereof or if on the default by the Developer the Surety shall make such Payments including indexation and interest for late payment when demanded by the Council up to the amount of the Bonded Sum then this obligation shall be void but otherwise shall be and remain in full force and effect and no alteration in terms of the Agreement made by agreement between the parties thereto or in the extent or nature of the respective obligations of the parties thereunder and no allowance of time by the Council under the Agreement in favour of the Developer nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Agreement on the part of the Council shall in any way release the Surety from any liability under this Bond

The Bonded Sum will automatically be reduced by the amount of each of the Payments when made

IN WITNESS whereof this Bond has been executed as a Deed.

DATED the day of

SCHEDULE FIVE

Open Space Transfer

Transfer of part registered title(s)

If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 60,000

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

[HD383313]

Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

Land at de Haviland Grange Hatfield forming part of the above mentioned title as is comprised within the land edged red on the Plan annexed hereto.

The Property is defined: (place "X" in the box that applies and complete the statement)

on the attached plan and shown (state reference e.g. "edged red") edged red

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

6. Transferor (give full names and Company's Registered Number if any)

Hogmore Developments Limited (Company Number 1045678)

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

[the Council]

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures)
ONE POUND (£1.00)

(insert other receipt as appropriate)

The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

2. The prescribed subheadings may be added to, amended, repositioned or omitted.

~~Definitions~~ XXX

PLEASE SEE ATTACHED CONTINUATION SHEETS

~~Rights granted for the benefit of the Property~~ XXX

Rights reserved for the benefit of other land *(the land having the benefit should be defined, if necessary by reference to a plan)*

~~Restrictive covenants by the Transferor include words of covenant x x~~

~~Restrictive covenants by the Transferor include words of covenant x~~

14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

THE COMMON SEAL of)
FROGMORE DEVELOPMENTS LIMITED)
was hereunto affixed in the)
presence of:-)

Director

Secretary

THE COMMON SEAL of)
[] COUNCIL)
was hereunto affixed in)
the presence of:-)

1. Continued from Form Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

2. The Transferee so as to bind the Property and each and every part thereof and the Transferee and its successors in title thereto hereby covenants for the benefit of the Transferor and its successors in title to each and every part of the Retained Property (being the land within title number HD388813 that is retained by the Transferor):-

(a) not without the express written consent of the Transferor and Welwyn Hatfield District Council to use the Property or any part thereof otherwise than for open air sports recreational and amenity purposes for the use and/or benefit of members of the public in accordance with the requirements of the Agreement in all respects

(b) (by way of indemnity only) that the Transferee and the Transferee's successors in title will observe and perform all the matters specified in the Property and Charges Registers of Title Number HD383313 (but excluding any mortgage or charge to secure money) so far as the same affect the Property and to keep the Seller indemnified from and against any liability costs claims and demands arising in respect thereof

3. The Property and each and every part thereof is transferred to the Transferee with the benefit of the following rights:-

(a) the free and uninterrupted use at all times for all purposes to pass with or without vehicles plant and machinery over any roads now or within the period of 80 years from the date hereof ("the Perpetuity Period") laid or constructed upon the Retained Property or any part thereof

(b) the free and uninterrupted passage of services through over and along any of the services from and to the Property in and through the pipes wires cables and conduits ("Service Media") which are now laid or constructed upon the Retained Property now or within the Perpetuity Period

(c) the right upon reasonable prior notice to enter upon the Retained Property for the purposes of connecting to repairing renewing and maintaining any such Service Media causing as little damage and inconvenience as reasonably practicable and forthwith making good any damage thereby caused

4. The Property is transferred subject to the following matters reserved for the benefit of the Retained Property:

(a) the free and uninterrupted passage of water sewerage gas electricity telephone and other services or supplied from and to the Retained Property in and through the Service Media which are now or may be during the Perpetuity Period laid in on under or over the Property

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Continuation sheet of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

1. Continued from Form Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

(b) the right upon reasonable prior notice to enter upon the Property for the purposes of connecting to repairing renewing and maintaining any Service Media causing as little damage and inconvenience as reasonably practicable and making good any damage thereby caused

(c) the right for the Transferor and its tenants and successors in title to enter upon any part of the Property on reasonable notice with or without vehicles plant and machinery to carry out repairs maintenance and works of construction development and rebuilding to the Retained Property

(d) the free uninterrupted right at all times and for all purposes to pass over the Property to and from the Retained Property with or without vehicles plant and machinery

(e) the rights of support and protection as are presently enjoyed by the Retained Property

5. IT IS HEREBY AGREED AND DECLARED: that

5.1 Other than as specifically mentioned in this Agreement the Transferee shall not be or become entitled by way of implication prescription or otherwise to any easements or rights which in any way interfere with the free use for building or housing or other development or for any other purpose of the Retained Property or any part thereof

5.2 The provisions of Section 62 of the Law of Property Act 1925 shall not apply to this Transfer

5.3 This Deed shall be of no force or effect unless executed and dated by the Transferee and returned to the Transferor within three calendar months of the date on which it is delivered by the Transferee to the Transferor duly executed by the Transferor

6. I HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction of which the amount or value or aggregate amount or value of the consideration exceeds Sixty Thousand Pounds (£60,000)

IN WITNESS whereof this Transfer has been executed and delivered by the parties hereto the day and year first before written

\\SPECK\CLIENTS\HATFIELD.CS2.OFD

Continuation sheet of

(Insert sheet number and total number of continuation sheets e.g.
"sheet 1 of 3")

SCHEDULE SIX

Sports Ground Transfer

Transfer of part
of registered title(s)

HM Land Registry **TP1**

If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 60,000

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

[D383313]

3. The number(s) against which matters contained in this transfer are to be registered (if any)

Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)
and at de Haviland Grange Hatfield forming part of the above mentioned title as is comprised within the edged red on the Plan annexed hereto.

4. Property is defined: (place "X" in the box that applies and complete the statement)

on the attached plan and shown (state reference e.g. "edged red")
edged red

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

6. Transferor (give full names and Company's Registered Number if any)

gm Developments Limited (Company Number 1045678)

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Council]

8. If otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

9. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

Transferor transfers the Property to the Transferee.

Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the Property the sum of (in words and figures)
ONE POUND (£1.00)

(insert other receipt as appropriate)

The transfer is not for money or anything which has a monetary value

The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee limited title guarantee

Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

Transferees are to hold the Property (complete as necessary)

Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

2. The prescribed subheadings may be added to, amended, repositioned or omitted.

XXXX

EASE SEE ATTACHED CONTINUATION SHEETS

XXXX

rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

~~rights reserved by the Transfer for the benefit of other land~~

~~rights reserved by the Transfer for the benefit of other land~~

4. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

THE COMMON SEAL of)
FROGMORE DEVELOPMENTS LIMITED)
was hereunto affixed in the)
presence of:-)

Director

Secretary

THE COMMON SEAL of)
] COUNCIL)
was hereunto affixed in)
he presence of:-)

1. Continued from Form Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

2. The Transferee so as to bind the Property and each and every part thereof and the Transferee and its successors in title thereto hereby covenants for the benefit of the Transferor and its successors in title to each and every part of the Retained Property (being the land within title number HD383313 that is retained by the Transferor):-

(a) not without the express written consent of the Transferor and Welwyn Hatfield District Council to use the Property or any part thereof otherwise than for open air sports recreational and amenity purposes including related sports pavilion or changing facilities equipment storage and parking for the use and/or benefit of members of the public in accordance with the requirements of the Agreement in all respects

(b) (by way of indemnity only) that the Transferee and the Transferee's successors in title will observe and perform all the matters specified in the Property and Charges Registers of Title Number HD383313 (but excluding any mortgage or charge to secure money) so far as the same affect the Property and to keep the Seller indemnified from and against any liability costs claims and demands arising in respect thereof

3. The Property and each and every part thereof is transferred to the Transferee with the benefit of the following rights:-

(a) the free and uninterrupted use at all times for all purposes to pass with or without vehicles plant and machinery over any roads now or within the period of 80 years from the date hereof ("the Perpetuity Period") laid or constructed upon the Retained Property or any part thereof

(b) the free and uninterrupted passage of services through over and along any of the services from and to the Property in and through the pipes wires cables and conduits ("Service Media") which are now laid or constructed upon the Retained Property now or within the Perpetuity Period

(c) right upon reasonable prior notice to enter upon the Retained Property for the purposes of connecting to repairing renewing and maintaining any such Service Media causing as little damage and inconvenience as reasonably practicable and forthwith making good any damage thereby caused

4. The Property is transferred subject to the following matters reserved for the benefit of the Retained Property:

(a) the free and uninterrupted passage of water sewerage gas electricity telephone and other services or supplied from and to the Retained Property in and through the Service Media which are now or may be during the Perpetuity Period laid in on under or over the Property

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Continuation sheet of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Continued from Form

TP1

Title number(s)

HD383313

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

(b) the right upon reasonable prior notice to enter upon the Property for the purposes of connecting to repairing renewing and maintaining any Service Media causing as little damage and inconvenience as reasonably practicable and making good any damage thereby caused

(c) the right for the Transferor and its tenants and successors in title to enter upon any part of the Property on reasonable notice with or without vehicles plant and machinery to carry out repairs maintenance and works of construction development and rebuilding to the Retained Property

(d) the free uninterrupted right at all times and for all purposes to pass over the Property to and from the Retained Property with or without vehicles plant and machinery

(e) the rights of support and protection as are presently enjoyed by the Retained Property

5. IT IS HEREBY AGREED AND DECLARED: that

5.1 Other than as specifically mentioned in this Agreement the Transferee shall not be or become entitled by way of implication prescription or otherwise to any easements or rights which in any way interfere with the free use for building or housing or other development or for any other purpose of the Retained Property or any part thereof

5.2 The provisions of Section 62 of the Law of Property Act 1925 shall not apply to this Transfer

5.3 This Deed shall be of no force or effect unless executed and dated by the Transferee and returned to the Transferor within three calendar months of the date on which it is delivered by the Transferee to the Transferor duly executed by the Transferor

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction of which the amount or value or aggregate amount or value of the consideration exceeds Sixty Thousand Pounds (£60,000)

IN WITNESS whereof this Transfer has been executed and delivered by the parties hereto the day and year first before written

S:\CSPECK\CLIENTS\HATFIELD.CS2(a).OFD

Continuation sheet

2

of

2

(Insert sheet number and total number of continuation sheets e.g.
"sheet 1 of 3")

SCHEDULE SEVEN
Section 38 Agreement

DATED _____ 2000

HERTFORDSHIRE COUNTY COUNCIL

- and -

-and-

and

DEED OF AGREEMENT
under Section 38 of the Highways Act 1980
Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
and Section 106 of the Town and Country Planning Act 1990
relating to the construction of a new street at
[]

DAVIES ARNOLD COOPER
6-8 Bouverie Street
London EC4Y 8DD
Tel: 020 7936 2222
Fax: 020 7936 2020
e-mail: daclon@dac.co.uk

NON-CONFIDENTIAL DOCUMENTS FOR AGREEMENTS ONLY

4. The Council is the highway authority for the area in which the Site is situated and a local planning authority for the purposes of section 106 of the Town and Country Planning Act 1990 by whom the planning obligations contained herein are enforceable

NOW IN PURSUANCE OF THE POWERS CONTAINED IN SECTION 38 OF THE HIGHWAYS ACT 1980 SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 SECTION 33 OF THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982 AND OF ALL OTHER POWERS ENABLING THE COUNCIL THEREUNTO

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:-

- 1 The Owner and the Developer covenant jointly and severally with the Council as follows which covenants shall be deemed to be expressed as planning obligations to which Section 106 of the Town and Country Planning Act 1990 shall apply :-
- 1.1 That they forthwith dedicate so much of the site of the Works as lies within the Site to the use of the public as a highway such dedication to be effective from the date of the Certificate of Completion hereinafter referred to
- 1.2 That they will pay to the Council on execution of this Deed:-
- 1.2.1 on execution of this Deed the whole of the reasonable costs incurred by the Council in the preparation of this Agreement
- 1.2.2 on execution of this Deed the cost to the Council of approving the detailed contract drawings for the Works
- 1.2.3 the Council's reasonable costs incurred in inspecting the Works and shall pay before the commencement of the Works a sum equal to 5% of the estimated cost of the Works and further shall pay any balance due within 14 days of receipt of an invoice from the Council
2. The Owner and the Developer further covenant at their own expense:
- 2.1 in accordance with the Drawing and specification provided

2.2 to the satisfaction of the Director of Environment for the time being of the Council (hereinafter referred to as "the Director" which expression shall be deemed to include the servants agents and licensees of the Director)

2.3 in accordance with "Roads in Hertfordshire - A Design Guide - March 1994" and

2.4 after giving to the Director the notices required in sub-clause (h) hereof to:-

- 2.4.1 properly sewer level pave flag kerb channel metal and otherwise make good the site of the carriageway of the Works including all such works (if any) as may be requested by the Director to secure the connection of the Works with the existing highway known as Hatfield Avenue
- 2.4.2 provide the street lighting in accordance with the Specification for Road Lighting and Electrical Works for Development Projects in the positions as shall be determined by agreement with the Director and maintain same until the Works become highways maintainable at public expense
- 2.4.3 properly construct pavements for pedestrians together with vehicle crossings and perambulator ramps in accordance with the Drawing
- 2.4.4 lay out the open spaces forming a road island and any verges if shown on the Drawing
- 2.4.5 provide street name plates road signs and road markings to the specifications of and in the positions determined by the Director
- 2.4.6 acquire all easements and consents requisite for providing and maintaining disposal systems for surface water highway drainage and foul sewage from the Works and for providing a proper out-fall for such systems
- 2.4.7 include in any transfer conveyance lease or other disposition of the Works or part of the Works appropriate covenants to provide all easements necessary for the proper maintenance drainage and lighting of the road or roads to be adopted and in particular (provided that buildings do not immediately abut the adoptable highway) where there will be no adopted verge or footway within which communal services may be laid to include in every conveyance transfer or lease of the Works or any part thereof an

exception and reservation in the following or substantially the following terms:-

“**EXCEPT AND RESERVED** in fee simple unto the Transferor the Highway Authority and the suppliers of mains gas water electricity telephone telecommunications and drainage services on not less than seven days previous written notice to the Transferee (but without notice in case of emergency) the right to maintain and renew such of those services including highway drainage as are already existing and the right within the period of eighty years herefrom to lay and install such services in the strip coloured grey on the drawing attached hereto with full liberty on giving notice as aforesaid to enter onto the said strip for the purpose of maintaining and renewing the said services”

2.4.8

- (a) notify the Director in writing at least 28 days prior to the commencement of any work connected with statutory undertakers equipment located in on or under any existing highway;
- (b) notify the Director in writing at least 28 days prior to the commencement of the Works;
- (c) notify the Bridge Office of the Director at least 24 hours prior to the commencement of all stages of excavation and concrete operations concerned with structures (if any)

2.4.9 carry out the Works in accordance with the Drawing and to the aforementioned specifications to the complete satisfaction of the Director

2.4.10 cause all foul sewers surface water sewers highway drains gas and water mains electric cables television telecommunication cables and/or ducting which are to be laid under the proposed highway together with all necessary connections from them to the highway boundary to be laid under the proposed highway to the satisfaction of the Director before the foundations of the Works are laid and also cause the connections from electric cables to the street lamps to be laid before the paving of the footways is carried out

- 2.4.11 during the progress of the Works give to the Director free access to every part of the Site for the purposes of testing and /or inspecting the Works as they proceed and all materials for use therein PROVIDED THAT if the Director shall require the Developer so to do he shall uncover or open up any Works to enable the same to be inspected AND PROVIDED FURTHER if so required the Developer shall remove any work or materials which are in the opinion of the Director defective unsuitable or not in accordance with the approval given by the Council as hereinbefore mentioned and at the expense of the Developer re-execute any such works and substitute proper and suitable materials to the entire satisfaction of the Director
- 2.4.12 complete the Works within [] months from the date hereof (or such longer period as the Director may at his absolute discretion agree in writing)
- 2.4.13 with regard to any structures to prepare for the Director detailed contract drawings for technical approval in accordance with Department of Transport document BD2/89 and to pay an approval fee therefore amounting to 5% of the estimated costs of the structures
- 2.4.14 ensure that the structure design and checking procedure for any structure is carried out by a Chartered Engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 the documents which will be applicable and which will need to be agreed. A series of notes applicable to highway structures shall be obtained from the Director before details are submitted for approval
- 2.4.15
- (a) complete an unmetered connection agreement with the relevant Electrical Supply Company ("Connection Agreement") for the unmetered public lighting supply of electricity in respect of street lighting
 - (b) complete an agreement for the unmetered supply of electricity with the relevant Electrical Supply Company ("Energy

Agreement") in respect of street lighting up to the time the works shall become a highway maintainable at public expense

- (c) provide an Electrical Installation Certificate in accordance with BS 7671 or any amendment thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS 7671.

2.4.16

- (a) fully maintain the Works including the cutting of grass verges and cleansing and reinstate and make good any defect or damage which may arise from any cause whatsoever or which may be discovered at any time until the latest date of:
 - (i) a period of twelve months from the date on which the Director issues his Certificate of Completion in respect of the Works as hereinafter provided under Clause 5; or
 - (ii) either the dedication and adoption of that length of the highway known as Hatfield Avenue which extends between the A.1001 and the Site access or the completion of an agreement or agreements for the dedication and adoption of a road to be constructed between the Site and Great Braitch Lane such road to be a continuation of equivalent standard and specification with equivalent provision for all vehicles buses cyclists and pedestrians as the spine road to be constructed on the Site in accordance with the Drawing; or
 - (iii) the completion of the Development

("the Maintenance Period") and further until such time as the Certificate of Maintenance is issued in accordance with Clause 8

(b) for the purposes of Sub-Clause 2.4.16(a) above the Developer's responsibility for maintenance of the Works shall be deemed to commence when the Works have been completed to the satisfaction of the Director as evidenced by the issue of a Certificate of Completion PROVIDED THAT the Director shall be at liberty to delay the issue of a Certificate of Completion if in his opinion the Works are likely to be used by heavy vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or building works carried out on the Site or on adjoining land notwithstanding the provisions of Clause 13 hereinafter contained

2.4.17 not at any time give consent to the erection by any telecommunications operator of telegraph or telephone poles or of telephone kiosks or by the Post Office of letter boxes or to the erection by the Electricity Board or other public utility authority or to any company whether public or private or to any firm or individual of any overground equipment without the consent in writing of the Director first had and obtained

2.4.18 before any dwellings are occupied construct sound foundations to carriageways and footways along the full distance of the frontage and flank of the plots on which such dwellings have been erected and along the full distance of the carriageway and footways joining these plots to a highway adjoining the Site so as to provide a suitable surface for use by vehicles and pedestrians gaining access to these dwellings this construction to be to a standard to be approved by the Director

2.4.19 To pay to the County Council upon issue of the Certificate of Maintenance referred to hereafter in Clause 8 and in respect of:

- (a) structural works the sum of 20% of the costs of those works
- (b) soakaways a commuted sum calculated in accordance with the formula included in "Roads in Hertfordshire - A Design Guide" a copy of which formula is included in this Deed

2.4.20 that within 3 months of the completion of the Works to provide the Director with accurate scale negatives of "as built" drawings showing details of all aspects of the Works as constructed together with (in respect of structures) soil reports records of materials tested revised forms TAI and design certificates and a manual of maintenance prepared in accordance with the Department of Transport Form TRMM 2/88 Annexe D

2.4.21 not to carry out any works in the public highway without the prior approval in writing of the Director to include the giving of an undertaking to comply with any conditions he may make and the payment of a deposit as reasonably determined by the Director to secure the cleanliness of the public highway during any of the Works and the reinstatement of the public highway to the satisfaction of the Director (such deposit or part of deposit remaining to be refunded to the Developer on issue of the Certificate of Maintenance hereinafter referred to).

3. Nothing in this Agreement shall prevent or restrict the exercise by the Council of their powers under Part XI of the Highways Act 1980 or any other statutory provision except that this Agreement is intended to be such an agreement as is mentioned in Section 219 (4) of the said Act

4. Nothing in this Agreement shall imply any obligation on the part of the Council or its Director to the Developer or to any person to ensure that the Works are properly constructed

5. Immediately prior to the issue of the Certificate of Completion and also within four months of the date of the opening of the Works to traffic on site safety checks shall be carried out by the Director in the presence of the Resident Engineer and arising therefrom the Director shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works as may be required to ensure the safety of users of the highway PROVIDED THAT such alterations do not incur in aggregate additional expense in excess of £5,000

On completion of the Works to the complete satisfaction of the Director in all respects the Director shall issue a certificate of completion ("the Certificate of Completion")

7. Upon issue by the Director of a Certificate of Completion the Works shall immediately and automatically be open to all traffic other than for construction traffic not associated with the Development of the Site at all times and for all purposes
8. The Owner/Developer shall remain the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the Works shall become maintainable at the public expense as hereinafter provided under Clause 11
9. Upon the issue of the Certificate of Completion and on the Works having been maintained in manner hereinbefore contained for the Maintenance Period and upon any defects in the Works arising during the Maintenance Period hereinbefore mentioned having been made good and upon production of all easements and consents required under this Agreement the Director shall thereupon issue a certificate of maintenance ("the Certificate of Maintenance") of the Works
10. Without prejudice to Clauses 2, 12 and 18 hereof if the Developer fails to commence or to pursue with all diligence the Works prior to the commencement of any part of the development or if the Developer fails to execute or complete the Works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty-eight days notice in writing to the Developer informing it of such failure and affording an adequate and reasonable opportunity to rectify such failure failing which it shall be entitled to execute or complete the Works to which the notice relates (the power of entry for which purpose is hereby specifically given) in default by their own employees or by contract or otherwise and to recover the cost as certified by the Director from the Developer or Surety
11. Upon the issue of the Certificate of Maintenance the Works shall be deemed to have been dedicated by the Owner/Developer and accepted by the Council as a public highway maintainable at the public expense
12. Without prejudice to the right of the Council to exercise any of its rights and powers under the Highways Act 1980 or any other statutory provision the Surety in the event of non-observance or breach of any of the terms of the covenants on the part of the Developer herein contained and notwithstanding the termination of this Agreement by the Council in consequence of such non-observance or breach shall pay to the Council upon first demand by the Council:

- 12.1 such sum of money as the Director may certify to be necessary to perform the obligations of the Owner/Developer under this Agreement and
- 12.2 Two per centum of the total sum payable in accordance with the provisions of Clause 12.1 hereof in respect of the cost to the Council of preparing and supervising the execution of an alternative contract and
- 12.3 such further sum of money as the County Secretary for the time being of the Council may certify to be necessary fully to reimburse the Council in respect of any costs and expenses incurred by the Council in enforcement of the obligations on the part of the Developer and/or the Surety under this Agreement PROVIDED THAT the total sums payable by the Surety under this Clause 12 shall not exceed £[the tender price for the Works plus 10% contingency]
- 13.
- 13.1 The Council shall apply all sums received from the Surety in accordance with Clause 12 hereof solely to the completion of the Works (the power of entry for which purpose is hereby specifically given) and shall deduct such sums from any demands or charges which may be made by the Council on owners of properties abutting the Works in respect of any street works carried out under the Highways Act 1980 or any other statutory provisions
- 13.2 If the sum paid by the Surety in accordance with Clause 12.1 hereof exceeds the final costs of the Works before the Works become highway maintainable at the public expense such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to such surplus money during the period between its receipt by the Council and its repayment to the Surety
4. If the Developer shall wish to use any section of the Works which under this Agreement has become a highway maintainable at the public expense with lorries or other heavy vehicles driven on behalf of the Developer in connection with road or building works carried out on the Site or on any adjoining land he shall first consult the Director and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the Highways Act 1980 and the Developer agrees to pay to the Council any additional cost of repair or maintenance as may be certified by the Director as being attributable to such extraordinary traffic due

allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear

15. Subject to Clause 23 hereof any decision of the Director under the provisions of these presents shall be final and binding upon the parties hereto

16.

16.1 Prior to the commencement of the Works the Developer shall arrange for a noise survey to be undertaken in such manner and at such times and locations approved by the Director and a copy of the survey shall be given to the Director

16.2 The Developer shall indemnify and keep indemnified the Council against all liabilities actions charges costs claims demands and expenses arising under Parts I and II of the Land Compensation Act 1973 and regulations made thereunder or any statutory modification or re-enactment thereof for the time being in force arising from or incidental to the construction adoption use or lighting of the Works or resulting from or in consequence of any alteration to existing roads or lighting required by the highway or lighting authority

16.3 The Developer shall indemnify and keep indemnified the Council against all liabilities actions charges costs claims demands and expenses arising during the Maintenance Period and any such liabilities actions charges costs claims demands and expenses arising out of the Works or any defects or faults howsoever arising out of the Works and the maintenance repair and use of the Works for a period of [ten years] from the end of the Maintenance Period

17. The Developer shall before connecting the road or roads with any highway or highways whether or not maintainable at the public expense give notice to each person board or authority being the statutory undertaker for the time being of any service or services laid in upon or under such highway or highways of the proposal to make such connection as if the connection were a work to be executed for road purposes as mentioned in the New Roads and Street Works Act 1991 and shall indemnify the Council in respect of the costs of any works or measures considered necessary by any statutory undertaker in consequence of the proposal to make such connection

18. The Developer shall have public liability insurance throughout the execution of the Works and the maintenance period referred to in Clause 2.4.16(a) hereof the sum

insured to be not less than £3 million in respect of a single incident and shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works other than those arising out of or in consequence of any act neglect default or liability of the Council

9. **Determination by the Council:**

If the Developer fails to perform or observe any of the conditions stipulations or obligations on his part contained herein or if a receiving order in bankruptcy is made against him or if the Developer is being wound up or if the Developer enters into a composition or scheme of arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of their rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (except for Clauses 10 12 and 13 hereof) by notice in writing signed by the County Secretary and delivered to the Developer or sent by post to the address stated in this Agreement

20. **Rights of Third Parties:**

FOR the avoidance of doubt it is hereby agreed and declared that:-

- (a) nothing in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- (b) nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement

21. **IT IS HEREBY FURTHER AGREED AND DECLARED that:**

21.1 any notice requiring to be served upon the Council shall be in writing and be served upon the Council by hand or by pre-paid recorded delivery post addressed to the Director of Environment at County Hall Hertford Hertfordshire and any notice given by the Council to the Developer shall be in writing under the hand of the Director and shall be served by hand or by pre-paid recorded delivery post sent to the Developer at his registered office or at the Developers last known address in Great Britain. A notice

shall be deemed to be served (if sent by post) on the delivery date recorded by the Post Office

21.2 in this Agreement where the context so admits the singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa

2. Notice of this Agreement and the terms and conditions thereof shall be entered in the Register of Local Land Charges

3. In the event of any dispute as to the construction of the Works covered by this Agreement the same shall be referred to an independent expert who shall be a Chartered Civil Engineer to be agreed between the parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers and whose decision shall be final and binding on the parties hereto

WITNESS whereof the parties hereto have caused their respective Common Seals to be reunto affixed the day and year first before written

THE COMMON SEAL of
HARTFORDSHIRE COUNTY COUNCIL
is affixed to this Deed in the presence of:-

)
)
)

County Secretary

THE COMMON SEAL of
is affixed to this Deed in the presence of:-

)
)
)

Director

Secretary

THE COMMON SEAL of

[was affixed to this Deed in the presence of:-]

)
)
)

Director

Secretary

THE COMMON SEAL of

[was affixed to this Deed in the presence of:-]

)
)
)

Director

Secretary

SCHEDULE EIGHT

Open Space Specification

- (a) **Design and Specifications relating to the Sports Ground**



RIALTO HOMES PLC: DE HAVILLAND GRANGE

DESIGN AND SPECIFICATIONS RELATING TO THE SPORTS GROUND

RIALTO HOMES PLC: DE HAVILLAND GRANGE

DESIGN AND SPECIFICATIONS RELATING TO THE AMENITY AREA

GENERAL MAINTENANCE SPECIFICATION FOR THE SPORTS GROUND AREA.

- 1.0 The Sports Ground Area shall be maintained by a Management Company until adoption. Tree planting will be maintained according to good horticultural practice.
- 2.0 The contractor shall allow for the adequate watering of all newly planted trees, shrubs, and turf areas immediately after planting. The contractor will be responsible for keeping the contract area clean, tidy and free from any unwanted weeds throughout the maintenance period.
- 3.0 Trees and shrubs Trees and shrubs shall be typically native species maintained according to good horticultural practice to ensure the healthy growth of each plant species. Damaged, dead or diseased plants shall be treated according to good horticultural practice. Plants shall be pruned to facilitate a healthy and bushy growth according to each particular species. Climbers shall be encouraged to climb the frames/ pergolas provided and tied back where required. Stakes and ties must be regularly maintained and checked to prevent damage to trees.

Existing hedgerows shall be maintained and thickened as required to encourage a healthy growth and the establishment of wildlife habitats.

- 4.0 Grass and turf areas Grass and turf areas shall be cut and maintained to encourage good root growth and to establish a dense grass cover free from weeds according to good horticultural practice. After establishment, grass areas shall be kept neat and trim. Edges adjacent to paving and around the base of trees in grass areas shall be kept trimmed. Leaves from bulbs in grass areas shall be allowed to die back before being cut with lawns. Fertilisers shall be applied as a topdressing as required. Thatch should be controlled by raking, and if required the grass should be aerated to a depth of at least 100mm. Any weed growth should be controlled and removed. Damaged, dead or diseased grass areas shall be treated according to good horticultural practice and resown if necessary to encourage an even growth throughout.

Meadow grass areas Any meadow grass areas within the sports ground area shall be cut in accordance with a typical meadow cutting regime ie one cut after July with a view to encouraging the establishment of meadow species and wildlife. All cuttings shall be removed off site.

- 0 Compacted gravel paths shall be kept maintained according to good practice.

A GENERAL GRASS SEED SPECIFICATION FOR THE FOOTBALL PITCH IN THE SPORTS GROUND

All planting operations shall be carried out according to good horticultural practice. A horticulturally trained Foreman shall be in charge of the workman at all times. The site shall be kept clean and tidy at all times. All rubbish, bags etc shall be removed off site as they accumulate.

1.0 SITE CLEARANCE

1.1 All long grass and other debris should be removed from site. All obstructions within the area of the playing field such as any trees, shrubs, roots and hedges should be removed and disposed of off site. Any heavy foundations found within the area should also be removed and disposed of off site.

2.0 GRADING

2.1 The site shall be graded to required finished levels allowing for existing contours and topsoil depths. Where recontouring is required the topsoil should be removed and stored according to good horticultural practice. On completion of any regrading of subsoil levels the topsoil should be replaced and graded ready for seeding. The finished subsoil/topsoil levels should allow for the provision of adequate drainage and take into account any settlement that may occur. The topsoil shall have an open structure and good texture to aid drainage. A mixture of sand and topsoil may be required to achieve adequate drainage.

2.2 The site shall be ploughed to the depth of the topsoil taking care not to contaminate topsoil with subsoil. The soil should be broken down using approved mechanical implements. The site should be graded to form a level area free from marked mounds and depressions and with adequate falls to allow sufficient drainage. The soils should be cultivated to produce suitable levels by grading the entire surface transferring topsoil in grade boxes or by blades to produce a surface, which is friable, free from marked mounds and depressions. A minimum depth of 100mm of topsoil should be left covering the whole site on completion.

3.0 SEED BED PREPARATION

During the above preparations all surface matter and rubbish should be removed and stones having dimensions of 20mm or more should be collected and removed from site. A suitable seed bed should be prepared using harrows and ring rollers as necessary to form a fine tilth for seeding. The seed bed should be fine, smooth and evenly firm but not over compacted.

On completion of general preparations level pegs should be set on a grid of 3m centres followed by hand raking or machine levelling.

Shortly before seeding is carried out a fertiliser of approved specification should be evenly applied and raked into the surface with an approved applicator.

4.0 SEEDING

- 4.1 The contractor should provide certificate of origin giving details of purity, germination, year of harvest and country of origin naming individual cultivars, which form the components of the mix. The exact mix and supplier has been agreed with Hatfield Town Council as indicated in the schedule of agreed items.
- 4.2 During suitable weather conditions the total quantity of seed should be divided in half each half being sown evenly by approved means in transverse directions.
- 4.3 Lightly chain harrow seed into the immediate surface. On sandy soils a light rolling may be necessary in dry weather to contain moisture and to ensure that seed is in firm contact with soil.

5.0 MAINTENANCE

- 5.1 The maintenance of the football pitch shall be carried out according to good horticultural practice in order to achieve a healthy grass sward. Grass cutting shall be carried out to encourage a good root growth and to establish a dense cover free from weeds.

(b) Design and Specifications relating to the Amenity Area

GENERAL MAINTENANCE SPECIFICATION FOR THE AMENITY AREA

- 1.0 The amenity area will be maintained by a Management Company until otherwise agreed. All tree, shrub and hedgerow planting will be maintained according to good horticultural practice.
- 2.0 All new tree and shrub planting shall be typically native species pit planted in to previously sprayed areas. Typical density for new tree and shrub planting shall be 5 metre centres for trees and 1.5 metre centres for under storey shrubs. The contractor shall allow for the adequate watering of all newly planted trees and shrubs immediately after planting. The contractor will be responsible for keeping the area clean and tidy.
- 3.0 Trees and shrubs Trees and shrubs shall be maintained according to good horticultural practice to ensure the healthy growth of each plant species. Tree and shrub planting areas shall be sprayed twice a year as required. Damaged, dead or diseased plants shall be treated according to good horticultural practice. Plants shall be pruned to facilitate a healthy and bushy growth according to each particular species. Stakes and ties must be regularly maintained and checked to prevent damage to trees. Hedgerows shall be trimmed to encourage a bushy growth and to encourage wildlife.

Meadow grass areas Grass areas shall be cut in accordance with a typical meadow cutting regime ie one cut after July with a view to encouraging the establishment of meadow species and wildlife. All cuttings shall be removed off site.

Existing hedgerows shall be maintained and thickened as required to encourage a healthy growth and the establishment of wildlife habitats.
- 4.0 Compacted gravel paths shall be kept maintained according to good practice.

RIALTO HOMES PLC: DE HAVILLAND GRANGE

**DESIGN AND SPECIFICATIONS RELATING TO THE POCKET PARK
AND PLAY SPACES**

**RIALTO HOMES PLC: DE HAVILLAND GRANGE
DESIGN AND CONTENT OF:**

**THE PLAY SPACES ONE AND TWO, LAP PLAY SPACES THREE AND FOUR
AND THE POCKET PARK.**

- a) **PLAY SPACES ONE AND TWO:**
Each play space will contain a mix of shrub planting and 1 No CU Phosco bench seat, type FRB 6 colour to be agreed.
- b) **LAP PLAY SPACES FOUR AND FIVE:**
Each play area is designed to include items of play equipment from the Kompan 'Little Crown' Range.
- LAP PLAY SPACE FOUR** (located furthest away from the Pocket Park) will contain 1 No 'Sunflower' (small swing), 1 No 'You and Me' and 1 No 'Bow, Little Daisy and Twin Toadstool'. A tiled safety surface will be provided as required, colour to be agreed. Each LAP play area will be surrounded by a 1200mm bow topped vertical bar fence and 1 No gate as supplied by Coates fencing or Steelway Fence Secure or similar. The fence will be green to match other Town Council fencing. The outer edge of the play area will be surrounded by low shrub planting. Each LAP play area will include 2no bench seats as detailed below under item e).
- LAP PLAY SPACE FIVE** will contain 1 No 'Criss-cross', 1 No 'Aquarius' and 1 No 'Bow, Little Daisy and Twin Toadstool'. A tiled safety surface will be provided as required, colour to be agreed. Each LAP play area will be surrounded by a 1200mm bow topped vertical bar fence and 1 No gate as supplied by Coates fencing or Steelway Fence Secure or similar. The fence will be green to match other Town Council fencing. The outer edge of the play area will be surrounded by low shrub planting. Each LAP play area will include 2no bench seats as detailed below under item e).
- c) **THE POCKET PARK** will contain 1no SMP 'Eurasia' climbing frame (as supplied by SMP Playgrounds Ltd) and 2 No (total four seats) 2.4 metre height double arch swings as supplied by Wickstead Leisure. One swing will have cradle safety seats and the other will have flat safety seats. In addition there will be 2 No Polynesia Springers (as supplied by SMP Playgrounds Ltd) 1 No 'Fish' and 1 No 'Hippo'.
The play area will be fenced using 1200mm height bow top fencing with 2 No gates, coloured to match other Town Council fences. The park will include five bench seats as detailed below under item e). A tiled safety surface will be provided as required, colour to be agreed.
- d) The grass seed for the football pitch in the Sports Ground will be mix MM25 by Gem Pro.
- e) The bench seats will be supplied by CU Phosco, Type FRB 6, colour to be agreed.
- f) The various play areas and Pocket Park will be maintained by a Management Company until adoption. The grass will be cut on a regular basis and the shrub beds will be kept neat and tidy and free from weeds and litter. Tree planting will be maintained according to good horticultural practice. All new tree and shrub planting will be kept watered as required in order to ensure healthy growth and establishment.

1200MM HT BOW TOPPED VERTICAL
BAR FENCE TO SURROUND PLAY AREA.
WITH 2ND GATES, COLOUR TO MATCH OTHER EXISTING TC FENCES

OPEN SPACE
GRASS AREA

ALL
BENCH
SEATS
BY
CUPHOSCO
FRB6.

MIXED TREE
AND SHRUB
PLANTING.
EXACT LOCATION
TREES TO BE
AGREED.

2ND POLYNESIA
SPRINKLERS

1 NO 2.4M HT
ARCH SWING
WITH CRADLE
SEATS (WICKSTEAD)

1 NO SMD
'EURASIA'

1 NO 2.4M HT
ARCH SWING
WITH FLAT
SAFETY SEATS
(WICKSTEAD)

CYCLE WAY / FOOTPATH

OROS
ΠΡΟΣ

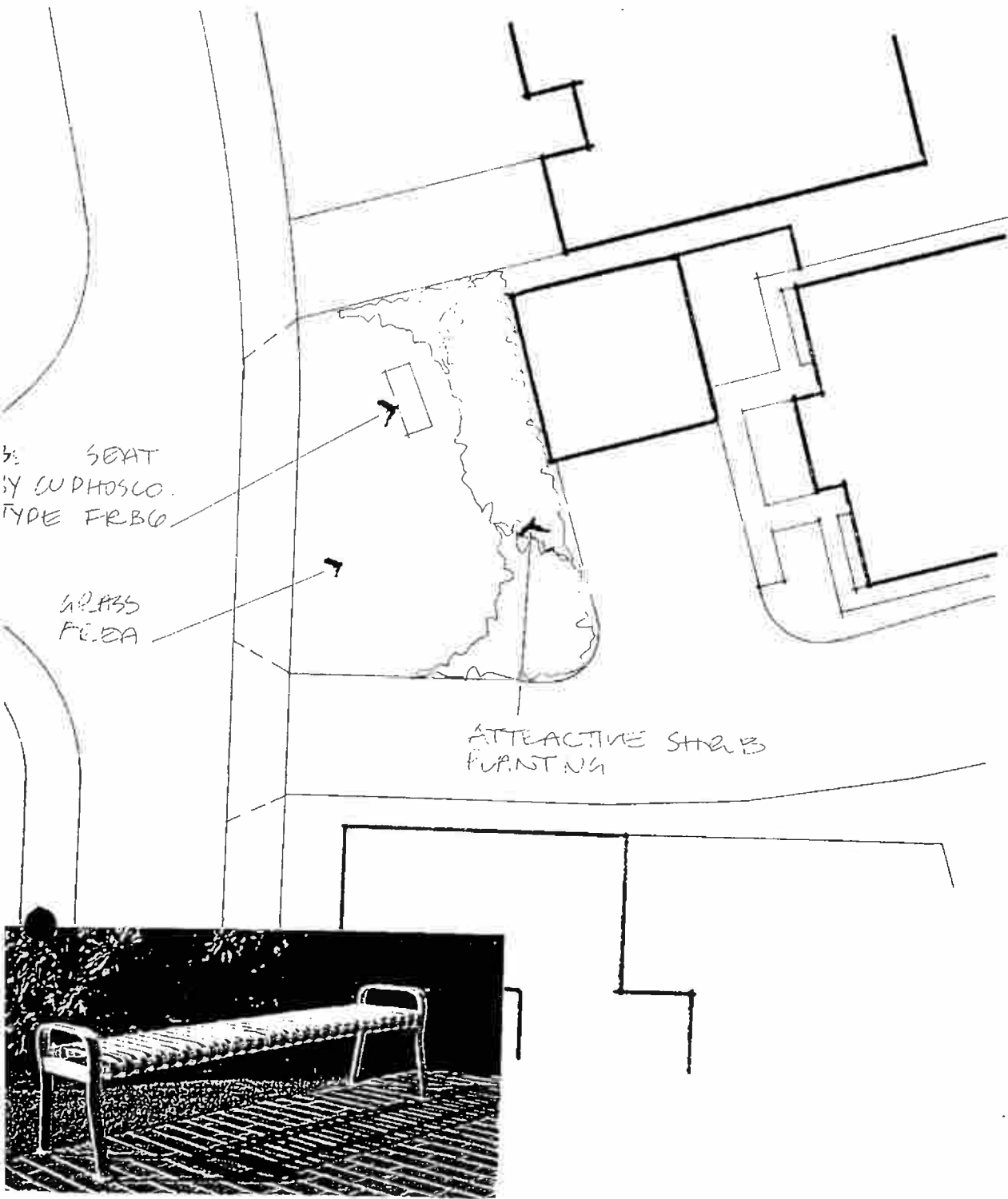
Landscape Architects

63, High Street
Codicote, Hitchin
Hertfordshire SG4 8XD

Tel 01438 820220
Fax 01438 821360

RIALTO HOMES
DE HAVILLAND GRANGE
POCKET PARK 1

DESIGN LAYOUT.
SCALE 1:200



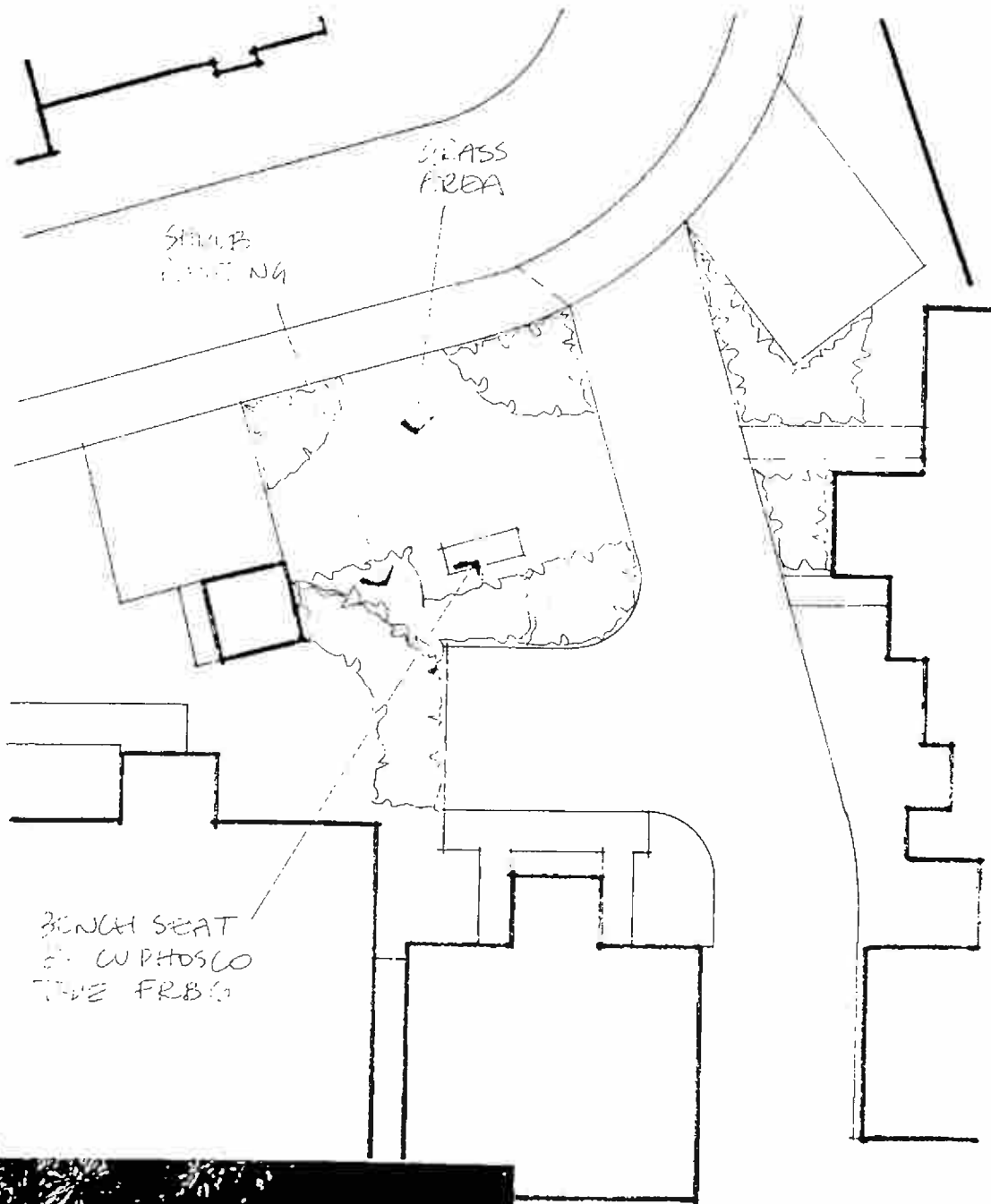
UTO HOMES
 TAVILAND ROAD
 Y SPACE 2
 MAIN LAYOUT
 SCALE 1:200

CHOROS
 VEIPOE

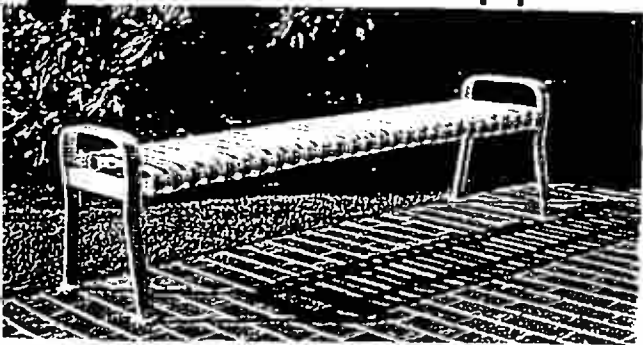
Landscape Architecture

10000 Street
 Outdoor Archi
 Honolulu, HI 96813

Phone: (808) 531-1111
 Fax: (808) 531-1111



BENCH SEAT
OF WPHOSCO
TYPE FRB 61



ALTO HOMES
HAVILLAND ROAD
GARDEN SPACE 3
SIGN LAYOUT
SCALE 1:200

CHUROS
ROPER

1/2" = 1'-0"

1/4" = 1'-0"

1/8" = 1'-0"

GENERAL MAINTENANCE SPECIFICATION FOR LANDSCAPE AREAS

- 1.0 The various play areas and Pocket Park will be maintained by a Management Company until adoption. Tree planting will be maintained according to good horticultural practice.
- 2.0 The contractor shall allow for the adequate watering of all newly planted trees, shrubs, and turf areas immediately after planting. The contractor will be responsible for keeping the contract area clean, tidy and free from any unwanted weeds throughout the maintenance period.
- 3.0 Trees and shrubs Trees and shrubs shall be maintained according to good horticultural practice to ensure the healthy growth of each plant species. Damaged, dead or diseased plants shall be treated according to good horticultural practice. Plants shall be pruned to facilitate a healthy and bushy growth according to each particular species. Climbers shall be encouraged to climb the frames/ pergolas provided and tied back where required. Stakes and ties must be regularly maintained and checked to prevent damage to trees.
- 4.0 Grass and turf areas Grass and turf areas shall be cut and maintained to encourage good root growth and to establish a dense grass cover free from weeds according to good horticultural practice. After establishment, grass areas shall be kept neat and trim. Edges adjacent to paving and around the base of trees in grass areas shall be kept trimmed. Leaves from bulbs in grass areas shall be allowed to die back before being cut with lawns. Fertilisers shall be applied as a topdressing as required. Thatch should be controlled by raking, and if required the grass should be aerated to a depth of at least 100mm. Any weed growth should be controlled and removed. Damaged, dead or diseased grass areas shall be treated according to good horticultural practice and resown if necessary to encourage an even growth throughout.

SCHEDULE NINE **Bus Service Specification**

BUS SERVICES

Minimum Hours of Operation and Frequency

Service frequencies to be 10-15 minutes during the peak periods (defined as Monday to Friday 0700 to 0900 and 1630 to 1900) and not less than 30 minutes at other times (services to operate Monday to Saturday 0700 to 1900). On Sundays services will be provided between 0900-1900. Services to and from the Hatfield Rail station should be integrated with the timetables of train arrivals and departures.

These requirements are the minimum level of services that will be provided. If funds allow a higher level of service (higher frequency or extended hours) will be provided.

QUALITY CRITERIA

Vehicle Specification

It should be a requirement that all buses that operate on routes to the site should have a maximum age of 3 years to ensure they conform to the latest market standard. The vehicle features considered desirable are:

- (i) **Accessibility:** To be low floor and fully accessible. Should conform to PSV Accessibility Regulations following Disability Discrimination Act (1995) and to DPTAC recommendations.
- (ii) **Size:** To accommodate at least 35 seated passengers with standing room.
- (iii) **Route Number and Information:** Correct destination and route information to be shown on front of vehicle (to accepted industry/DPTAC legibility standard); Route number to be displayed on vehicle front, side and rear.
- (iv) **Livery:** Normal operator livery, with external advertising or service branding to be agreed in advance as part of the Intalink initiative.
- (v) **Emissions:** At least to appropriate EURO standard for vehicle age.

- (vi) External/internal cleanliness: To a clean and presentable standard taking into account weather conditions, time of day and length of time vehicle has been in service. Absence of graffiti and litter.
- (vii) Ticketing System: To be compliant with SmartCard ticket systems and to include through ticketing to the railway network (subject to the rail operators co-operation).
- (viii) Security: To be fitted with CCTV camera equipment.
- (ix) Vehicle Detection: To carry such technology determined by HCC as necessary for activating bus only equipment.
- (x) Communications: To be fitted with radio system for intercom with central management system.

Driver

- (i) To possess an appropriate licence and be fully competent with operation of vehicle and ticket equipment.
- (ii) Trained to be competent in dealing with passengers to acceptable and safe driving standard (NVQ or similar).
- (iii) Smart and professional appearance.
- (iv) Provision of uniform.

Operator

- (i) To be a member of the Intalink Partnership.
- (ii) Acceptable safety policies and procedures for dealing with vehicle breakdowns/emergencies with defined response times.
- (iii) Reliability standards covering targets for mileage operated, percentage of journeys operating to time and arrangements for control/supervision.
- (iv) All publicity to Intalink approved standards.
- (v) Standards for dealing with public complaints/recommendations.

- (vi) To participate in any multi-operator ticketing system promoted by HCC or the Intalink Partnership.

Other

- (i) Operators timetable design to be to Intalink standard
- (ii) Alterations to timetables and fare to Intalink standard

All of these requirements will be assessed as part of any contract let to ensure that value for money is being achieved.

SCHEDULE TEN
Nomination Agreement

DATED _____ 2000

WELWYN HATFIELD DISTRICT COUNCIL

and

.....

NOMINATION AGREEMENT

Margaret Hargreaves
Nominations Officer
Welwyn Hatfield Council
Council Offices
16 St Albans Road East
HATFIELD
AL10 0EL

NOMINATION AGREEMENT dated

November 2000

BETWEEN

WELWYN HATFIELD COUNCIL of the Council Offices The Campus Welwyn Garden City ("the Council") and

[.....] of

Registered Social Landlord ("RSL")

AS PART OF THE PARTNERSHIP AND ENABLING ROLE between the Council and the Registered Social Landlord (RSL) both parties to this Agreement agree to be bound by the following terms and conditions.

1. In the Agreement the following expressions shall have the following meanings.
 - 1.1 The properties means the Properties owned or managed by the Registered Social landlord (RSL) within the Council's Administrative area, as identified on the Schedule attached.
 - 1.2 The right to nominate the occupant for the Property shall be referred to as "Nomination Rights" for that Property.
 - 1.3 "a Nominee" means a person nominated to occupy a Property pursuant to the covenants contained in this Deed.
2. No property shall be occupied otherwise than by way of a letting by means of an assured tenancy at a rent set at a level complying with the guidance issued from time to time by the Housing Corporation under Section 36A of the Housing Associations Act 1985 or at a lower level agreed between the RSL and the Council.

3. When any Property becomes available for occupation the RSL will normally let the Property to a person within the letting policy rules of the Association as approved at that time by the Council and subject to the Nomination Rights contained in clauses 4.0 to 10.2.
4. The Council shall have Nomination Rights for a minimum of 75% of void properties within the Welwyn Hatfield Council's administrative area.
 - 4.1 On any new development or acquisition where the Council are fully LA (Social Housing Grant) funding the scheme we will be entitled to 100% of the initial vacancies and a minimum of 75% thereafter, unless otherwise specified by virtue of a separate agreement.
 - 4.2 Initial lettings on new schemes, not funded by the Council, will be negotiated on an individual basis. Nomination rights to such scheme thereafter will be 75%.
 - 4.3 If an RSL tenancy becomes empty as a result of the occupant accepting a property from the Council's Housing Needs Register, then the Council will have the absolute right to exercise Nomination Rights in respect to the subsequent letting of that Dwelling even though Nomination will exceed the level of Nomination rights specified in Clause 4.0 (1).
5. Every nomination made in accordance with these terms and conditions shall comply with the Councils approved lettings policy at the time of nomination or be made pursuant to the Council discharging its legal duties to the homeless currently contained in Section VI and Section VII of the Housing Act 1996.
6. The RSL will notify the Council's Housing Department immediately of any vacancy where they require nomination. This should be done preferably by faxing the agreed Nominations request form (Appendix 1). The following details should always be provided to assist both parties obtaining a successful nomination.
 - 6.1 the full postal address of the Property.
 - 6.2 the estimated rent and service charges (alerting to any rent increases that are imminent).
 - 6.3 the anticipated tenancy commencement date.

- 6.4 the type of property i.e. house, flat, bungalow.
- 6.5 the floor level.
- 6.6 any special features of the tenancy, i.e. is the property adapted for a wheelchair user.
- 6.7 If any "special requirement" by the RSL, i.e Means test...etc.
7. The Council will notify the RSL within five working days of receipt of the Nomination Request form from the RSL referred to in Condition 6.0 of its Nominee. Notification from the Council will be made in writing, using the agreed standard form (Appendix 2).
8. If the Nominee fails to accept the offer of accommodation or the RSL refuses to accept the nomination on justifiable grounds the RSL must notify the Council immediately. The Council can then exercise further Nomination Rights to the property within the time limit set out in clause 7.0 until a letting to a Nominee is achieved.
9. The RSL receiving the outcome of the Nomination, shall notify the Council in writing on the result sheet as soon as possible and within a maximum of 5 working days. If the Nominee accepts, the RSL must immediately notify the Council in writing of the date of letting, the name of tenant and the address of the Property let. The standard Nomination results form should be used (Appendix 3).
10. The RSL may allocate a tenancy of a Property in accordance with their own lettings policy in any one of the following circumstances.
- 10.1 The Council fails without reasonable cause to exercise a Nomination Right within five working days of receiving the notification referred to in clause 6.0.
- 10.2 The Council has given written notice following the five working days period referred to in clause 7.0 that it does not wish to exercise its Nomination Right on that particular occasion.
11. The RSL shall supply to the Council full details of its letting policy rules and its letting activity at intervals not exceeding 12 months, using the form shown in Appendix 4. This will include RSL's consulting with the Council on any major changes to their allocations policies and taking into consideration the Council's views, i.e. especially in regard to "Income" restrictions or other "barring policies"

12. The Council are committed to Equal Opportunities in access to housing regardless of race colour nationality ethnic origin or because of religion sex disability marital or employment status

12.1 The ethnic origin of nominated households will be monitored.

12.2 Where monitoring reveals that there could be discrimination, the RSI, and the Council will take positive action to tackle this.

13. This Agreement may be varied at any time by written agreement between both parties.

WITH THE JOINT INTENTION that this Agreement be entered into as a Deed the Council and Housing Association have signed this Agreement on the date it was entered into.

SIGNED on behalf of
WELWYN HATFIELD COUNCIL
By

SIGNED on behalf of
[.....]
By

Schedule of Properties for Nomination Agreement

between Welwyn Hatfield Council

and

[.....]

IN WITNESS WHEREOF the parties hereto have affixed their respective common seals hereto the day and year first before written

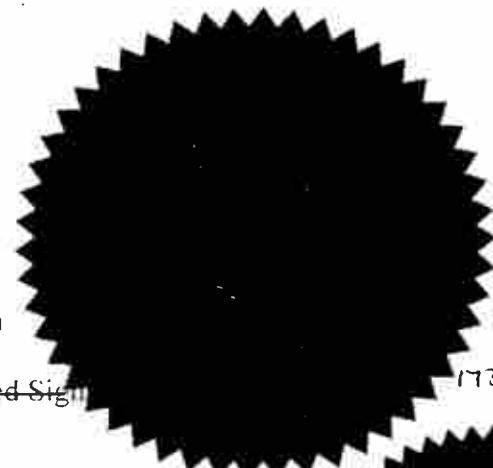
THE COMMON SEAL of)
WELWYN HATFIELD DISTRICT)
COUNCIL was hereunto affixed in)
the presence of:-)



Chairman.

Authorised Signatory

THE COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto affixed in)
the presence of:-)



Chairman

Authorised Signatory

1735

ASSISTANT COUNTY SECRETARY

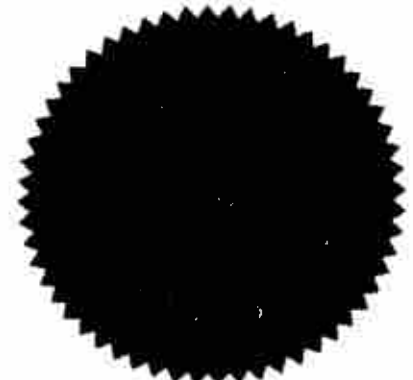
THE COMMON SEAL of)
FROGMORE DEVELOPMENTS)
LIMITED was hereunto affixed in)
the presence of)



Director

Secretary

THE COMMON SEAL of)
RIALTO HOMES PLC)
was hereunto affixed in)
the presence of:-)



Director

Secretary

EXECUTED as a DEED by
~~THE COMMON SEAL~~ of
HATFIELD TOWN COUNCIL
was heretofore affixed in
the presence of:-

) M. H. White Member
) J. Warkum Member
)
)

Chairman

Town Clerk
HATFIELD TOWN COUNCIL