

DATED 13 FEBRUARY 2001

WELWYN HATFIELD DISTRICT COUNCIL. (1)

- and -

HERTFORDSHIRE COUNTY COUNCIL (2)

- and -

ALFRED MCALPINE HOMES HOLDINGS LIMITED (3)

DEED
of Planning Obligation under Section 106
of the Town and Country Planning Act 1990
relating to
Land at the former Smurfit Factory Site,
Great Braitch Lane, Hatfield

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DUC 10/2010

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THIS DEED OF PLANNING OBLIGATION is made the 13 day of February 2001

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) **ALFRED MCALPINE HOMES HOLDINGS LIMITED** registered number 1152419 whose registered office is situate at 8 Suffolk Street London SW1Y 4HG ("McAlpine")

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 designated as such and shown coloured brown on Plan 3 and which are capable of accommodating the mix density size and number of dwellings contained in Schedule One – or any areas within the Application Site of equivalent size and utility and which are capable of accommodating an equivalent mix density plot size and number of Affordable Dwellings which may be agreed by the District Council in substitution therefor |
| "Affordable Dwelling" | Each of the 45 Dwellings identified as "Affordable Dwellings" on Plan 3 and more particularly delineated on Plan 4 and which shall accord with the size mix tenure density bed space and other requirements as set out |

“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 Eight which provides for the provision routing standard frequency quality and type of bus services to serve the Development
“Childcare Contribution”	the sum of £86,159 (Eighty six thousand one hundred and fifty nine pounds) to be paid by McAlpine to the County Council in accordance with the provisions of clause 4.29
“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 £52,000 (Fifty two thousand pounds) which shall be payable by McAlpine to the District Council in accordance with clause 4.34
“the Development”	Residential development, open space roads footpaths cycle ways and other recreational sports facilities and related development pursuant to any Planning Permission
“Dwelling”	any unit of residential accommodation including a flat
“First Bond”	a bond in the form set out in Schedule 3

"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
"Highways Contribution"	the sum of £53,910.00 (Fifty three thousand nine hundred and ten pounds) to be paid by McAlpine to the County Council in accordance with the provisions of clause 4.56
"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 £25,500 (Twenty five thousand five hundred pounds) to be paid by McAlpine to the County Council in accordance with the provisions of clause 4.54

“Nomination Agreement”	Agreements in the forms annexed in Schedule Nine
“Northern Development Area”	the land shown edged by a broken blue line 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”	those parts of the Development to be laid out as open space as shown shaded green and designated A1 A2 B1 B2 C and D on Plan 2
“the Open Space Payment”	the total sum of £43,500 (Forty three thousand five hundred pounds) being a contribution towards the costs of maintaining the Open Spaces made up as follows:

Open Space Area A1	-	£24,500
Open Space Area A2	-	£1,500
Open Space Area B1	-	£6,500
Open Space Area B2	-	£1,500
Open Space Area C	-	£8,000
Open Space Area D	-	£1,500

“Open Space Specification”	the Specification contained in Schedule Seven
“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 number 4772/DL/101-Rev M
“Planning Application”	an application submitted on 25 October 1999 and given reference number S6/1999/0971/FP by the District Council
“Permission”	a planning permission resulting from the Planning Application in the form annexed hereto and any related reserved matters submissions or from any other planning permission whether granted by way of variation alteration substitution or replacement thereto or otherwise
“Phase 1”	that length of the Strategic Footpath and Cycle Network shown coloured orange and indicated as such on Plan 2
“Phase 2”	that length of the Strategic Footpath and Cycle Network shown coloured orange and indicated as such on Plan 2
“Phase 3”	that length of the Strategic Footpath and Cycle Network shown coloured orange and indicated as such on Plan 2
“Phase 4”	that length of the Strategic Footpath and Cycle Network shown coloured blue on Plan 2

"Primary Education Contribution"	the sum of £312,305.00 (Three Hundred and Twelve Thousand Three Hundred and Five Pounds) to be paid by McAlpine to the County Council in accordance with the provisions of clause 4.29
"Recycling Contribution"	the sum of £4,600.00 (Four thousand six hundred pounds) to be paid by McAlpine to the District Council in accordance with the provisions of clause 4.59
"RSL"	a registered social landlord for the purposes of the Housing Act 1996
"Second Bond"	a bond in the form contained in Schedule Four
"Secondary Education Contribution"	the sum of £352,670.00 (Three hundred and fifty two thousand six hundred and seventy pounds) to be paid by McAlpine to the County Council in accordance with the provisions of clause 4.31
"Section 38 Agreement"	an agreement or agreements made inter alia under Section 38 of the Highways Act 1980 and/or S106 of the Act and/or Section 111 of the Local Government Act 1972 on the terms and substantially in the form of the model agreement contained in Schedule Six
"Section 278 Agreement"	an agreement or agreements made under Section 278 of the Highways Act 1980 and/or Section 106 of the Act and or Section 111 of the Local Government Act 1972 on the terms and substantially in the form of the model agreement contained in Schedule Ten

“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”

the 5 Affordable Dwellings designated and shown coloured brown with a single yellow spot on Plan 3 and which are intended to be made available for disposal and occupation pursuant to Shared Ownership Leases or by way of letting at an affordable rent in accordance with clauses 4.44 and 4.48

“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 rental element is by way of rent

“Site Preliminaries”

surveying demolition site clearance testing sampling soil tests pegging out tree protection and archaeological investigation and erection of a site compound

“Spine Road”

Stage 1 Stage 2 and Stage 3 of a road with a carriageway of at least 6.1 metres in width as shown coloured red on Plan 2 together with one continuous two metre wide footpath shown coloured pink on Plan 2 and a continuous footpath/cycleway of 3 metres in width shown coloured orange on Plan 2 and bus shelters on both sides of the road together inter alia 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 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 or planning 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 Great Braitch Lane 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 from Great Braitch Lane to the remainder of the Northern Development Area 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 northern end of the Spine Road in a location agreed with the County Council

“Sports Ground”

the land shown hatched green on Plan 1

“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 or for community purposes together with such associated parking as the County Council may reasonably require

“Stage 1”

that length of the Spine Road shown coloured red and indicated as such on Plan 2

“Stage 2”

that length of the Spine Road shown coloured red and indicated as such on Plan 2 together with a temporary bus turning facility

“Stage 3”

that length of the Spine Road shown coloured red and indicated as such on Plan 2

“the Strategic Footpath/Cycle Network” Phase 1 Phase 2 Phase 3 and Phase 4 of the network of footpaths footways and cycleways through the Development as shown on Plan 2 and more particularly delineated 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 Great Braitch Lane to the remainder of the Northern Development Area and in particular to the 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

“the Transport Supplement” the sum of Eighty Seven Thousand Two Hundred and Ninety Seven Pounds (£87,297.00) to be provided by McAlpine to the County Council in accordance with sub-clause 4.28.1

“Transport Contribution” the sum of One Hundred and Eighteen Thousand and Ninety Six Pounds (£118,096.00) to be paid by McAlpine to the County Council in accordance with clause 4.23

“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 McApline is the owner of the freehold interest in the Application Site
- 2.2 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
- 2.3 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
- 2.4 The County Council is also the education authority library authority and fire authority for the County of Hertfordshire
- 2.5 The District Council is also the housing authority for the Welwyn Hatfield District
- 2.6 By the Planning Application planning permission has been sought for the Development of the Application Site
- 2.7 The District and County Councils 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
- 2.8 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
- 2.9 The District and County Councils 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:-

- 2.9.1 is well served by public transport
- 2.9.2 is safe and accessible for pedestrians and cyclists
- 2.9.3 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
- 2.9.4 encourages use of public transport and reduces the need for journeys by private motor vehicles
- 2.9.5 makes provision for affordable as well as open market housing
- 2.9.6 contributes to childcare nursery primary and secondary education facilities in the locality
- 2.9.7 makes proper provision for other community facilities

2.10 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 and the Strategic Bus Routes to be completed as a through route from Great Braitch Lane to Hatfield Avenue as and when development of neighbouring and adjoining land forming the remainder of the Northern Development Area which adjoins the Application Site occurs

2.11 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 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 McAlpine but also against its 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

- 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
- 3.3 Notwithstanding the provisions of -clause 3.1 herein McAlpine shall remain contractually bound to observe and perform the covenants restrictions and obligations contained in this Deed
- 3.4 The positive obligations contained in this Deed to make financial payments to the County Council and/or the District Council shall not be binding upon individual householders or any RSL to which the Affordable Housing Land is transferred under the provisions of Clauses 4.47 and 4.48 but for the avoidance of doubt all restrictions negative obligations and covenants contained in this Deed (and in particular those restricting Dwelling occupations and/or Commencement of the Development) shall continue to be enforceable in accordance with the provisions of Sub-clause 3.1 hereof against all persons

Conditionality

- 3.5 Save for the provisions of clauses 1 2 3.1 3.2 and 7 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 run with the Application Site

Indexation Bonding and Late Payment

All sums payable pursuant to the 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	4.23	B	May 2000
Transport Supplement	4.28	B	May 2000
Primary Education Contribution	4.29	C	May 2000
Secondary Education Contribution	4.31	C	April 1999
Childcare Contribution	4.29	C	April 1999
Community	4.34	C	April 1999
Library	4.54	B	April 1999
Highway Contribution	4.56	A	April 2000
Recycling Contribution	4.59	C	September 2000
Open Space Payment	4.37	B	November 2000

- 3.6 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
- 3.7 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 McAlpine or the Council as appropriate shall within 14 days of any written demand make good any under or over payment as appropriate
- 3.8 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
- 3.9 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 McAlpine 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. **MCALPINE'S COVENANTS**

McAlpine for itself and its successors in title and assigns to the Application Site and each and every part thereof hereby jointly and severally covenant with the County Council and separately with the District Council as follows:-

BONDS

- 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

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

- 4.3 Not to occupy dispose of or cause or permit Occupation of any Open Market Dwellings until full technical details of the Spine Road and the Strategic Footpath and Cycleway Network shall have been submitted to and approved by the local highway authority
- 4.4 Not occupy dispose of or cause or permit Occupation of any Open Market Dwellings until a Section 38 Agreement or Section 38 Agreements shall have been entered into in respect of the entirety of the Spine Road and the Strategic Footpath and Cycle Network
- 4.5 To construct and complete Stage 1 (but excluding the footpaths shown coloured pink on Plan 2) to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of more than twenty Open Market Dwellings or within 24 months of Commencement if earlier and at all times thereafter to make the completed Stage 1 of the Spine Road freely available and open to all members of the public and to all traffic (including pedestrians 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
- 4.6 Not to occupy dispose of or cause or permit occupation of more than the nineteen Open Market Dwellings until Stage 1 (but excluding the footpaths shown coloured pink on Plan 2) shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and has been made freely available and open to all members of the public and to all traffic (including pedestrians 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
- 4.7 To construct and complete Stage 2 (but excluding the footpaths shown coloured pink on Plan 2) to wearing course level (including a temporary bus turning facility) in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of more than forty Open Market Dwellings or within 24 months of Commencement if earlier and at all times thereafter to make the completed Stage 2 of the Spine Road and the temporary bus turning facility freely available and open to all members of the public and to all traffic (including pedestrians 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
- 4.8 Not to occupy dispose of or cause or permit occupation of more than thirty nine Open Market Dwellings until Stage 2 (but excluding the footpaths shown coloured pink on Plan 2) and the temporary bus turning facility shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and has been made freely available and open to all members of the public and to all traffic (including pedestrians 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
- 4.9 To construct and complete Stage 3 (including for the avoidance of doubt the whole of the footpaths shown coloured pink on Plan 2) to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of more than sixty Open Market Dwellings or within 24 months of Commencement if earlier and at all times

thereafter to make the completed Stage 3 of the Spine Road freely available and open to all members of the public and to all traffic (including pedestrians 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

- 4.10 Not to occupy dispose of or cause or permit occupation of more than the fifty nine Open Market Dwellings until Stage 3 (including for the avoidance of doubt the whole of the footpaths shown coloured pink on Plan 2) shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and has been made freely available and open to all members of the public and to all traffic (including pedestrians 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 To construct and complete Phase 1 to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of more than twenty Open Market Dwellings or within 24 months of Commencement if earlier and at all times thereafter shall be made available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.12 Not to occupy dispose of or cause or permit occupation of more than nineteen Open Market Dwellings until Phase 1 shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and shall have been made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.13 To construct and complete Phase 2 to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of not more than forty Open Market Dwellings or within 24 months of Commencement if earlier and at all times thereafter shall be made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.14 Not to occupy dispose of or cause or permit occupation of more than thirty nine Open Market Dwellings until Phase 2 shall have been constructed and completed to wearing

- course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and shall have been made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.15 To construct and complete Phase 3 to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of not more than sixty Open Market Dwellings or within 24 months of Commencement if earlier and at all times thereafter shall be made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.16 Not to occupy dispose of or cause or permit occupation of more than fifty nine Open Market Dwellings until Phase 3 shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council and shall have been made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.17 To construct and complete Phase 4 to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment as evidenced in writing prior to occupation of not more than one hundred and five Open Market Dwellings and thereafter shall be made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.18 Not to occupy dispose of or cause or permit occupation of more than one hundred and four Open Market Dwellings until Phase 4 shall have been constructed and completed to wearing course level in accordance with the provisions of the Section 38 Agreement to the satisfaction of the County Council's Director of Environment and shall have been made freely available and open to all members of the public and to all pedestrians and cyclists at all times
- 4.19 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

- 4.20 Upon completion of the Spine Road and the Strategic Footpath and Cycle Network in accordance with clauses 4.5 4.7 4.9 4.11 4.13 4.15 and 4.17 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 constructions traffic not associated with the Development) at all times and for all purposes pending their adoption as public highways maintainable at the public expense
- 4.21 Upon completion of the Spine Road in accordance with clauses 4.5 4.7 and 4.9 and the Strategic Footpath and Cycle Network in accordance with clauses 4.11 4.13 4.15 and 4.17 to allow the District Council and the County Council and all those authorised by them and any owner or developer of any neighbouring land to enter the Application Site without charge in order to connect their roads Services and Service Media to the Spine Road and the Strategic Footpath and Cycle Network and to use the Spine Road and the Strategic Footpath and Cycle Network and any related Services and Service Media in connection with any development on that neighbouring land PROVIDED THAT any person exercising such rights shall cause as little damage and inconvenience as possible to the Application Site and the Development and shall make good any damage caused to the reasonable satisfaction of McAlpine as soon as reasonably practicable
- 4.22 In the that McAlpine fail to comply with its obligations under Clauses 4.1 to 4.19 the County Council and/or the District Council shall be entitled and authorised to enter the Application Site to construct repair maintain and make available the Spine Road and the Strategic Footpath and Cycle Network and to recover the full cost thereof from McAlpine

TRANSPORT CONTRIBUTION

Positive Obligations

- 4.23 To pay the Transport Contribution to the County Council upon the following instalments :
- 4.23.1 £15,400 (Fifteen thousand four hundred pounds) to be paid upon Commencement
- 4.23.2 £34,232 (Thirty four thousand and two hundred and thirty two pounds) to be paid prior to the first Occupation of the 10th Open Market Dwelling to be occupied

4.23.3 £34,232 (Thirty four thousand and two hundred and thirty two pounds) to be paid prior to the first anniversary of the 10th Open Market Dwelling to be occupied and

4.23.4 £34,232 (Thirty four thousand and two hundred and thirty two pounds) to be paid prior to the second anniversary of the 10th Open Market Dwelling to be occupied

Restrictions

4.24 Not to Commence until that part of the Transport Contribution payable under Sub-Clause 4.23.1. shall have been paid

4.25 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 4.23.2. shall have been paid

4.26 Not to occupy or cause or permit Occupation of more than 59 Open Market Dwellings until that part of the Transport Contribution payable under Sub-Clause 4.23.3 shall have been paid

4.27 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 4.23.4. shall have been paid

TRANSPORT SUPPLEMENT

4.28 If by the occupation of the 124th Open Market Dwellings the Transport Contribution will be inadequate to fund the provision of the level of type, quality and frequency of Bus Services in accordance with the Agreed Standard of Bus Service without the need for subsidy THEN

4.28.1 To pay the Transport Supplement to the County Council prior to the first Occupation of the 125th Open Market Dwelling

4.28.2 Not to not occupy or cause or permit Occupation of more than 124 Open Market Dwellings in total until it has paid the Transport Supplement to the County Council

EDUCATION CONTRIBUTIONS

- 4.29 To pay the Primary Education Contribution and the Childcare Contribution to the County Council prior to the first Occupation of the 15th Open Market Dwelling
- 4.30 Not to occupy or cause or permit Occupation of more than 14 Open Market Dwellings until the Primary Education Contribution and the Childcare Contribution payable under clause 4.29 shall have been paid
- 4.31 To pay the Secondary Education Contribution to the County Council in the following instalments:
- 4.31.1 £176,335 to be paid prior to the first Occupation of the 30th Open Market Dwelling
- 4.31.2 £176,335 to be paid prior to the first Occupation of the 60th Open Market Dwelling

Restrictions

- 4.32 Not to occupy or cause or permit Occupation of more than 29 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.31.1. shall have been paid
- 4.33 Not to occupy or cause or permit Occupation of more than 59 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.31.2 shall have been paid

COMMUNITY CONTRIBUTION

- 4.34 To pay the Community Contribution to the District Council prior to the first Occupation of the 15th Open Market Dwelling
- 4.35 Not to occupy or cause or permit occupation of more than 14 Open Market Dwellings until it shall have paid the Community Contribution to the District Council

OPEN SPACE

- 4.36 To lay out the Open Spaces in accordance with the Open Space Specification and the following programme of works

Description of Works	Maximum Number of Dwellings permitted to be occupied prior to completion of relevant facility
Open Space Area D	Thirty Open Market Dwellings
Open Space Area C	Sixty Open Market Dwellings
Open Space Area B1	Eighty Five Open Market Dwellings
Open Space Area B2	Eighty Five Open Market Dwellings
Open Space Area A1	One Hundred and Fifteen Open Market Dwellings
Open Space Area A2	One Hundred and Fifteen Open Market Dwellings

- 4.37 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 clause 4.36 until such time as an Open Space Transfer shall have been duly executed on behalf of McAlpine 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 Open Space appearing in the first column of the said table and the relevant Open Space Payment shall have been made to the District Council or its nominee
- 4.38 Pending completion of any transfer in accordance with clause 4.37 McAlpine 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 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 any residents of the Development shall have the opportunity on reasonable terms and conditions to use spectate and participate in any informal or organised sporting activities on the Open Spaces

AFFORDABLE HOUSING

- 4.40 To permanently reserve and set aside the Affordable Housing Land for the provision of Affordable Dwellings and for no other purpose

- 4.41 To ensure the Affordable 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 Nomination Agreement; and
- 4.42 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 may be set from time to time by the Housing Corporation (or any other body with the function of regulating RSLs as may replace the Housing Corporation)
- 4.43 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 4.42 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; and
- 4.44 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 or by letting at an affordable rent in accordance with sub-clauses 4.42 and 4.43
- 4.45 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
- 4.45.1 the purchaser or tenant or intended occupier for the time being of such unit is a District Council nominee; or
- 4.45.2 where the purchaser is an RSL AND that RSL shall have previously entered into a Nomination Agreement directly with the Council in respect of that Affordable Dwelling or the Affordable Housing Land on which it stands
- 4.46 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

- 4.47 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 Dwelling to be constructed thereon can be let at rental levels at or below those referred to in clause 4.42 and otherwise strictly in accordance with the terms of this Deed
- 4.48 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
- 4.49 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
- 4.50 Not to occupy or cause to be occupied more than seventy Open Market Dwellings until (1) 22 of the Affordable Dwellings 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 and are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose
- 4.51 Not to occupy or cause to be occupied more than ninety Open Market Dwellings until (1) all of the Affordable Dwellings shall have been completed to the reasonable satisfaction of the District Council and disposed of to a 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 and Services and Service Media are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose
- 4.52 The obligations contained in Clauses 4.40 to 4.45 4.47 4.48 and 4.49 shall not be binding upon
- 4.52.1 any person acquiring any Affordable Dwelling pursuant to a statutory right to acquire the same

4.52.2 a mortgagee or chargee of the Affordable Housing Land or any part thereof or any Affordable Dwelling or any receiver appointed by such mortgagee or chargee or any person deriving title from them

4.52.3 any lessee of any Shared Ownership Dwelling or any person deriving title from them or from any mortgagee or chargee of such lessee

FIRE HYDRANTS

4.53 With regard to the water supply to the Development:

4.53.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (1984) as reasonably and properly required by the County Council acting in its capacity as Hertfordshire Fire and Rescue Service (“the Service”)

4.53.2 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

4.53.3 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

4.53.4 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

4.53.5 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)

LIBRARY

Covenant

- 4.54 to pay the Library Contribution to the County Council prior to first Occupation of the 30th Open Market Dwelling

Restriction

- 4.55 Not to occupy or cause or permit Occupation of more than 29 Open Market Dwellings until it shall have paid the Library Contribution payable under Sub-Clause 4.54 to the County Council

OFF SITE HIGHWAY IMPROVEMENTS

Positive Obligations

- 4.56 To pay the Highway Contribution to the County Council upon the following instalments :
- 4.56.1 £13,888 (Thirteen thousand eight hundred and eighty eight pounds) to be paid prior to the first Occupation of the 10th Open Market Dwelling to be occupied
- 4.56.2 £40,022 (Forty thousand and twenty two pounds) to be paid prior to the first Occupation of the 30th Open Market Dwelling to be occupied and

Restrictions

- 4.57 Not to occupy or cause or permit Occupation of more than 9 Open Market Dwellings until that part of the Highways Contribution payable under Sub-Clause 4.56.1. shall have been paid
- 4.58 Not to occupy or cause or permit Occupation of more than 29 Open Market Dwellings until that part of the Highway Contribution payable under Sub-Clause 4.56.2 shall have been paid

RECYCLING FACILITIES

- 4.59 To pay the Recycling Contribution to the District Council prior to the occupation of 15 Open Market Dwellings

- 4.60 Not to occupy or cause or permit occupation of more than 14 Open Market Dwellings until the Recycling Contribution shall have been paid to the District Council

ARCHAEOLOGY

- 4.61 To allow the County Council to exhibit any archaeological finds located during the course of the carrying out of the Development 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 McAlpine

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 the County Council shall keep McAlpine advised of the application of the Transport Contribution towards the funding of the Agreed Standard of Bus Services and shall notify McAlpine if and when payment of the Transport Supplement shall be required in accordance with the provisions of sub-clause 4.28.1 together with an explanation of the reasons therefor

- 5.3 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

- 5.4 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 and interest accrued thereon which remains unspent or uncommitted by the letting of a contract in the case of the Childcare Contribution ten years after completion of the Development and in the case of the Primary Education Contribution fifteen years after completion of the Development
- 5.5 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

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

- 5.7 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
- 5.8 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

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

- 5.13 To enter the Section 38 Agreement and Section 278 Agreement within 14 days from the date of the final approval of all technical details and engineering drawings plans and specifications by the County Council

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with McAlpine that

- 6.1 upon receipt of the Community Contribution it shall hold the same in an interest bearing account and to use the said contribution together with any accrued interest upon either:

6.1.1 by 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 McAlpine (on its own or in partnership with others) will be given an opportunity of tendering for the construction of the community facility to be provided pursuant to sub-clauses 6.1.1. or 6.1.2.

6.3 Recycling Facilities

Upon receipt of the Recycling Facilities 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

7. **DECLARATION**

It is hereby agreed that if prior to the receipt of any of the said contributions referred to in Clauses 4.23,4.28,4.29,4.31, 4.34, 4.37, 4.54,4.56 and 4.59 either the County Council or the District Council as the case may be incurs any expenditure in providing additional facilities to which it was intended to apply the said contributions 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 by way of reimbursement of such expenditure 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

8.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

8.2.1 the expert shall have at least 10 years post qualification experience in the subject matter of the dispute

8.2.2 the expert shall be agreed between the parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any party to the dispute

8.2.3 The persons calling for the determination shall make written submission to the expert and the other parties within 10 Working Days of his appointment

8.2.4 The other parties shall have 21 Working Days from receipt or such written submission or such extended period as the expert shall allow to respond

8.2.5 The expert shall disregard any representations made out of time and shall make his decision within 21 Working Days of receipt of the representations under clause 8.2.4 or if none the expiry of the period referred to in clause 8.2.4.

8.2.6 The expert's decision shall be in writing and give reasons for his decision

8.2.7 The expert's fees shall be met by the person calling for the determination unless the other party is found to have acted unreasonably in which case the other party shall meet such costs and reimburse any expert's fees already paid by the other party

9. **THIRD PARTIES**

9.1 With respect to the Contracts (Rights of Third Parties) Act 1999 this Deed shall not be enforceable by any person who is not a party to this Deed or a successor in title to a party to this Deed acting in that capacity

SCHEDULE ONE

Tenure and Mix of Affordable Dwellings

1. The tenure of the 45 Affordable Dwellings shall be

1.1 not less than 40 Affordable Rented Dwellings and,

- 1.2 not more than 5 Shared Ownership Dwellings
2. the mix of the Affordable Dwellings shall be as follows:
 - 2.1 26 one bedroom flats (comprising at least 43 square metres gross floor area)
 - 2.3 10 two bedroom terraced houses (comprising at least 54.2 square metres gross floor area)
 - 2.4 7 three bedroom terraced houses (comprising at least 81 square metres gross floor area)
 - 2 four bedroom terraced houses (comprising at least 101 square metres gross floor area)
- 3 For the purposes of paragraph 2 "gross floor area" shall mean the floor area of each house or flat measured from the internal surfaces of the external walls and including the spaces occupied by internal partition walls

SCHEDULE TWO

Highway and Transport Objectives and Initiatives

1. 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 shoulders 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
2. 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 One hundred and fifteen thousand pounds (£115,000) (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) and Alfred McAlpine Homes Holdings Limited (3) relating to the development of land at the former Smurfit Factory Site Great Braitch Lane Hatfield ("the Agreement") McAlpine has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Clauses 4.34, 4.37, and 4.59 thereof

AND 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 intent 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 One million hundred and sixty one thousand one hundred and ninety pounds (£1,161,190) (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) and Alfred McAlpine Homes Holdings Limited (3) relating to the development of land at the former Smurfit Factory Site Great Braitch Lane Hatfield ("the Agreement") McAlpine has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Clauses 4.23,4.28,4.29,4.31, 4.54 and 4.56 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 intent 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

er of part
ered title(s)

ore room than is provided for in a panel, use continuation sheet CS and staple to this form)

Duty

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

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

377, HD342875, HD281625 and HD43140

title 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, mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

at the former Smurfit Factory Site, Great Braitch Lane, Hatfield forming part of the above mentioned as is comprised within the land edged red on the Plan annexed hereto.

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")

Date

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

ALFRED MCALPINE HOMES HOLDINGS LIMITED (Company Number 1152419)

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]

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.

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

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

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

~~covenants by the Transferor~~

~~covenants by the Transferor~~

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)
ALFRED MCALPINE HOMES HOLDINGS)
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 the Titles above mentioned 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 the Titles above mentioned (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

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

1) the free and uninterrupted use at all times for all purposes to pass with or without vehicles plant and machinery over any roads giving access to and egress from the Property 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

2) 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

3) 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

The Property is transferred subject to the following rights reserved for the benefit of the Retained property and each and every part thereof:

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

SPECK\CLIENTS\HATFIELD.CS\McAlpine.OFD

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 laying 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 completed by the Transferee within three calendar months of the date on which it is unconditionally delivered (in duplicate and duly executed by the Transferor) to the Transferee by the Transferor

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

EXPEC\CLIENTS\HATFIELD.CS2McAlpine.OFD

Continuation sheet of

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

SCHEDULE SIX

Section 38 Agreement

DATED _____ 2001

HERTFORDSHIRE COUNTY COUNCIL

- 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

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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/Developer covenants as follows which covenants shall be deemed to be expressed as planning obligations to which Section 106 of the Town and Country Planning Act 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 the whole of the reasonable costs incurred by the Council in the preparation of this Agreement

1.2.2 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 Developer further covenants at the Developers 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 2.4.8 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 Great Braitch Lane

- 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 TAI 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 for a period of twelve months from completion of 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 be discovered during such period ("the Maintenance Period")

- (b) the said period of twelve months 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 and the Director shall be at liberty to delay the issue of the said certificate 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 9:

- (a) in respect of structural works the sum of 20% of the costs of those works
- (b) in respect of 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 TA1 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

6. 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 the Certificate of Completion the Works shall immediately and automatically be open to all traffic other than 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 work shall become maintainable at the public expenses as herein provided under clause 9
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 the works having been connected to the highway maintainable at the public expense 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 and as from the day mentioned in such certificate the works shall become a highway maintainable at the public expense
10. Without prejudice to Clauses 2, 11 and 17 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. 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 :

- 11.1 such sum of money as the Director may certify to be necessary to perform the obligations of the Owner/Developer under this Agreement and
 - 11.2 Two per centum of the total sum payable in accordance with the provisions of Clause 11.1 hereof in respect of the cost to the Council of preparing and supervising the execution of an alternative contract and
 - 11.3 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 11 shall not exceed £[the tender price for the Works plus 10% contingency]
- 12.
- 12.1 The Council shall apply all sums received from the Surety in accordance with Clause 11 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
 - 12.2 If the sum paid by the Surety in accordance with Clause 11.1 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
13. 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

14. Subject to clause 22 hereof any decision of the Director under the provisions of these presents shall be final and binding upon the parties hereto
- 15.
- 15.1 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
- 15.2 The Developer shall indemnify and keep indemnified the Council against all liabilities action 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
- 15.3 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
16. 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
17. 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

18. 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 11 and 12 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

19. 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

20. IT IS HEREBY FURTHER AGREED AND DECLARED THAT:-

- 20.1 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 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

20.2 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

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

22. 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

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

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

County 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 SEVEN
Open Space Specification

1. DEFINITIONS

1.1 Equivalent Products

Wherever products are specified by proprietary name and the phrase "or equivalent" is not included it is deemed to be included. However all products that are proposed for substitution must be agreed with Hatfield Town Council

1.2 Supply and Fit

Unless stated otherwise all items listed in the specification and/or on the drawings are to be supplied and fixed complete.

2. BOUNDARY TREATMENTS

2.1 Bow Top Railings

Mild steel Bowtop railings 1200mm high and self-closing gates at two pedestrian access points plus double maintenance access gates. Metalwork to be supplied galvanised finish to ISO 1461 and polyester powder coated to BS 6497 - (dark green colour). Fixed in accordance with manufacturers instructions. Fencing to be "Steelway Fencesecure". Tel 01902 490919.

2.2 Knee-Rail

Timber knee-rail 450mm high. All timber shall be CCA treated "Tanalised" or similar to BS 4072 Part 1.

2.2.1 Posts - 100 x 125mm sawn softwood at 1500mm maximum centres, fixed 600mm below ground into concrete foundation, post end to be bedded on compacted granular material. Post top cut at 45 degree angles, meeting at centre of post to form 90 degree section to receive rail.

2.2.2 Rails - 100 x 100mm sawn softwood jointed to posts and fixed with 100mm zinc sheet strap and galvanised steel clout nails.

3. STREET FURNITURE

3.1 Benches

FRB 6 1800mm Bench by Victor Stanley Inc. available from CU Phosco Tel 01920 860600. Mild steel bench supplied polyester powder coated "Dark Green" colour. Benches fixed to concrete foundations in accordance with manufacturers instructions.

3.2 Tree Grille

MSF 314 Tree grille by Marshalls Ltd Tel 01422 306000. Cast iron grille, 2000mm diameter, supplied in black gloss painted finish. Grille fixed with security clamps available from Marshalls in accordance with manufacturers instructions

3.3 Bins

Dog Waste Bin (red coloured with Dog Logo). HGN 45A Rooffast-Anchored Post-Mounted Bin with pedal operation. Fixed in accordance with manufacturers instruction. Available from Earth Anchors Ltd Tel 020 8684 9601.

Litter Bin HGN 45A Rooffast Anchored Post Mounted Bin (Green Coloured with Litter Logo). Fixed in accordance with manufacturers instruction. Available from Earth Anchors Ltd Tel 020 8684 9601.

4. PLAY EQUIPMENT

4.1 SMP Play Equipment

The following items shall be supplied by SMP Playgrounds Ltd Tel 01784 489100. Fixed in strict accordance with manufacturers instructions:

4.1.1 Polynesia Fish Springer (SPFIS)

4.1.2 Polynesia Hippo Springer (SHIP)

4.1.3 Eurasia Action Pack

4.2 Wickstead Play Equipment

The following items shall be supplied by SMP Playgrounds Ltd Tel 01784 489100. Fixed in strict accordance with manufacturers instructions:

4.2.1 Double Arch two seat Swing 2.4m high with cradle seats

4.2.2 Double Arch two seat Swing 2.4m high with flat seats

4.3 **Safety Surfacing**

Rubber tile safety surfacing to be "FX" by SMP playgrounds Ltd. Edged with precast concrete edging units finished flush with surface. Tiles shown with hatch on drawing to be red colour, all other tiles to be green colour ie red tiles laid in groups to form chequered pattern. Tile thickness to be based on critical fall heights of play equipment as recommended by manufacturer. Laid in strict accordance with manufacturers instructions.

SCHEDULE EIGHT

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 NINE
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 OEL

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.
- ... The RSL shall supply to the council full details of it's letting policy rules and it's 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 RSL 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

[.....]

SCHEDULE TEN

Section 278 Agreement

DATED _____ 2001

HERTFORDSHIRE COUNTY COUNCIL (1)

- and -

ALFRED MCALPINE HOMES HOLDINGS LIMITED (2)

SECTION 278 AGREEMENT

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

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HERTFORDSHIRE COUNTY COUNCIL

DRAFT SECTION 278 AGREEMENT

Date:

2001

PARTIES:

- (1) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford Hertfordshire ("the County Council")
- (2) **ALFRED MCALPINE HOMES HOLDINGS LIMITED** registered number [327862] whose registered office is situate at 8 Suffolk Street London SW1Y 4HG ("the Developer")

WHEREAS

1. The County Council is the highway authority for Hertfordshire
2. The owner is the registered proprietor with title absolute of the land registered at HM Land Registry under title numbers HD9377, HD342875, HD281625 and HD43140 for the purposes of identification only shown edged red on the plan attached hereto ("the Land")
3. The Owner and the Developer are desirous of entering into this Agreement for the purposes of securing the carrying out of the highway works described in the First Schedule hereto ("the Works") and the Developer has agreed that it will pay the cost of construction and maintenance of the Works
4. The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of a planning permission obtained by the Developer

NOW THIS AGREEMENT WITNESSETH as follows:

1. This Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and the covenants contained herein on the part of the developer in respect of the land are covenants to which Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies
2. Unless otherwise specified where any agreement certificate or approval is to be given by the County Council under the terms of this deed then the same shall not be unreasonably withheld or delayed

Developer's Covenants

The Developer hereby covenants with the County Council as follows:

(a) **The Works**

To carry out at its own expense and at no cost to the County Council the Works described in Schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions described in Schedule 2 and to complete the Works within [] months of the date hereof

(b) **Payments**

To pay to the County Council:

(i) upon the issue of the Certificate of Completion referred to in Schedule 2 and in respect of

(A) structural works

the sum of £[]

(B) soakaways - a commuted sum calculated in accordance with the formula in 'Roads in Hertfordshire - A Design Guide' 1994 as amended or such subsequent amendment/revision thereof as may apply at the time of commencement of the Works

(ii) on the date hereof the whole of the reasonable costs incurred by the County Council's County Secretary and Director of

Environment ("the Director" which expression shall be deemed to include the servants agents and Licensees of the Director) in the preparation of this Agreement

- (iii) on demand the cost to the County Council of approving the detailed contract drawings for the Works including safety audits and also the cost of the safety checks referred to in Schedule 2
- (iv) on demand the full cost to the County Council of any road traffic orders required to facilitate the Works

(c) **Indemnity**

That it hereby indemnifies the County 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 and any works required by any Statutory Undertaker other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of (e) below shall apply

(d) **Public Liability Insurance**

The Developer shall without prejudice to its liability under (c) and (e) hereof to indemnify the County Council be insured against public liability risks for a sum of at least £3,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies or insurance together with receipts for the premiums paid

(e) **Land Compensation Act Claims**

The Developer hereby indemnifies County Council against all claims under Part I and Part II of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988) arising out of the use of

the Works and for the purposes of this indemnity the Developer is deemed to carry out the Works as agent for the County Council

(f) **The Stage 3 Safety Audit:**

(1) THE Developer shall meet the Director's costs of appointing an independent company/consultant to carry out and to submit to the Director details of their findings in respect of the Stage 3 Safety Audit of the Section 111/278 Works

(2) ON completion of the Stage 3 Safety Audit the Developer shall carry out the Stage 3 Safety Audit remedial works detailed by the Director to the satisfaction of the Director prior to the issuing of the Certificate of Completion

County Council's Covenants

4. The County Council hereby covenants with the Developer as follows:

(a) That it hereby authorises the Developer's approved roadworks contractor to carry out the Works within the public highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2.

(b) That with effect from the date of the issue by the Director of a Certificate of Completion of the Works that part of the Works as are at the date of this Deed within the public highway shall become maintainable at public expense SAVE THAT the Developer shall maintain the Works in accordance with paragraph 13 of Schedule 2 and after the expiry of the twelve months maintenance period and provided always that the Works have been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good the Director shall thereupon issue a Certificate of Maintenance of the Works

5. **It is further agreed between the parties that:**

(a) If the Works are subject to the Construction Design and Management Regulations 1994 ("the CDM Regulations") then the Developer shall be the only Client for the purpose of the CDM Regulations and for the avoidance

of doubt the County Council hereby appoints the Developer as the only Client in respect of the Works

- (b) without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the Council shall after not less than fourteen days notice in writing to the Developer be entitled to execute or complete the Works in default with its own employees or by contract or otherwise and to recover the cost as certified by the Director from the Surety

6. 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 3 and 7 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

Surety's Covenants

The Surety hereby covenants that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in this Deed or in the event of the Developer going into liquidation or entering administrative receivership or entering into a deed of arrangement for the benefit of its creditors the Surety shall pay to the County Council such sum as may be certified by the Director to be required in order to complete the Works and remedy any defects prior to the works becoming maintainable at the public expense and such further sum as the County Secretary for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract provided that the total sums payable by the surety shall not exceed £***

[The bond figure will be the total of the costs of the Works and the necessary statutory undertakers works together with a contingency/administration figure]

8. If the sum paid by the Surety in accordance with clause 7 exceeds the final cost of the Works (including the County Council's supervision and legal charges and any statutory undertakers charges) at the time of the issue of the Certificate of Maintenance such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the County Council and its repayment to the surety.

9. **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

10. **Assignment:**

This Agreement may not be assigned by the Developer without the consent of the Council which consent shall not be unreasonably withheld

SCHEDULE 1

The Works referred to in Clause 3(a) of this Agreement and shown in principle on Drawing ***** shall comprise the provision of:-

- 1 The re-alignment of the existing and the provision of new carriageway and footway/cycleway to provide simple priority accesses to the new development
- 2 The closure of part of Great Braitch Lane to a specification to be agreed with the County Council comprising the provision of:

- 2.1 turning heads within existing highway or land under the control of the developer; and
- 2.2 gates to provide access for pedestrians, cyclists, equestrians and the disabled, but preventing access by motorised vehicles with the exception of those needed for essential maintenance

[NOTE: These works will be reviewed prior to completion of the Section 278 Agreement but the level of works required will not be increased to any significant degree]

TOGETHER WITH such ancillary works as may be required by the Director which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment PROVIDED THAT if the Department of Transport Technical Design Standards or Advice is amended after the date of this Agreement the Director shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the Director and the Works are commenced within three months of the date of the written approval then the Director shall not seek any amendments to the Works

SCHEDULE 2

The Works shall be carried out in accordance with the following terms and conditions:

1. The Works shall not be commenced until :
 - (a) Detailed contract drawings a Designer's Safety Plan a programme of work and traffic management measures have been prepared by the Developer and approved by the Director in writing; and
 - (b) any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991; and
 - (c) if the Works are subject to the CDM Regulations the Developer as the only Client has provided to the Director:-

- (i) written details of the Planning Supervisor and the Principal Contractor
 - (ii) a copy of the Health & Safety Executive's ("HSE") confirmation of receipt of a declaration by the Client pursuant to Regulation 4 of the CDM Regulations
 - (iii) a copy of the Notification of Project (form HSE10) to the HSE pursuant to Regulation 7 of the CDM Regulations
- (d) a bond has been provided in the sum of the total contract price of the Works by a Surety acceptable to the County Secretary of the County Council to the effect that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in this Deed or in the event of the Developer going into liquidation or entering administrative receivership or entering into a deed of arrangement for the benefit of its creditors the Surety shall pay to the County Council such sum as may be certified by the Director to be required in order to complete the Works and remedy any defects prior to the Works becoming maintainable at the public expense and such further sum as the County Secretary for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Developer under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract
- (e) A noise survey and assessment has been undertaken by a noise survey expert approved by the Director in such a manner and at such times and locations approved by the Director and a copy of the survey and assessment has been submitted to the Director and all and any requirements arising therefrom have been undertaken by the Developer at its own expense
- (f) the original insurance policy and receipts referred to in Clause 3(d) have been produced

2. Detailed contract drawings for highway structures shall be prepared by the Developer and submitted for written approval to the Director's bridge office in accordance with Department of Transport Document BD2/89 and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on form tal the documents to be agreed as applicable.

NB. [A series of notes applicable to highway structures shall be obtained from the Director before details are submitted for approval.]

3. The Developer shall pay the County Council's reasonable costs incurred in inspecting the Works and shall pay before the commencement of the Works a sum equal to 5 per cent of the total tender price for the Works and further shall pay any balance due within 14 days of receipt of an invoice from the County Council
4. Without prejudice to the approved programme of Works referred to in paragraph 1 above the Developer shall notify the Director in writing at least 28 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify the director in writing at least 28 days prior to the commencement of the Works of its intention to proceed with the Works and shall further notify the bridge office of the Director in writing at least 24 hours prior to the commencement of each and every stage of excavation and concrete operations associated with highway structures
5. The Developer shall before commencing any part of the Works give notice to each statutory undertaker for the time being of any service or services laid in upon or under any highway of the proposal to carry out the works and shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the works and shall relocate all street furniture affected to the satisfaction of the Director
6. The Works shall be signed and protected to at least the Standards of Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and the proposed arrangements shall be approved in writing by the Director and the police before the Works commence
7. The Works shall be carried out in accordance with the Volumes 1 and 2 and 3 of the Manual of Contract Documents for Highway Works published by Her Majesty's Stationery Office in 1991 as modified and extended by the supplements and revisions and

further as modified and extended by supplements issued by the Director all as in force at the date of commencement of the works

8. The Works shall be carried out:
 - (a) under the terms of a construction contract incorporating the fifth edition of the Conditions of Contract approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Federation of Civil Engineering Contractors and commonly known as the ICE Conditions of Contract; and
 - (b) by a roadworks contractor approved by the Director; and
 - (c) under the direction of a Resident Engineer who shall be Chartered Civil Engineer to be employed by the Developer and approved by the Director and who shall be independent of the roads contractor

9.
 - (a) The inspection by the Director shall be accepted and the Works shall be carried out in accordance with the approved contract drawings and to a standard of workmanship and quality of materials approved by the Director
 - (b) During the progress of the Works the Director shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the Director to conform to the detailed plans drawings Specification and Programme
 - (c) The Developer shall not cover up any works without the approval of the Director and shall afford full opportunity for him to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three working days notice to the Director whenever any such work or foundations is or are ready for examination

- (d) The Director shall have power in his reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which he may reasonably find to be not in accordance with the detailed plans drawings and Specification
 - (e) The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the detailed drawings and Specification with such as are in accordance
 - (f) 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 maybe required to ensure the safety of users of the highway PROVIDED THAT such alterations do not incur in aggregate additional expense in excess of £*****
10. The Works shall be completed to the satisfaction of the Director in all respects within *** months of their commencement and in any event shall be completed prior to any occupation of the Development
- 1. Upon the issue of the final certificate the Developer shall provide the council with the health and safety file (as defined by the CDM regulations) in relation to the Works
 - 12. The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the Director
 - 13. The Developer shall fully maintain the Works for a period of twelve months from the date of the issue of a certificate of completion by the Director and shall make good any defects or damage which may arise or be discovered during such period
 - 14. The Developer shall provide the director with accurate 1:500 scale negatives of "as built" drawings within 3 months of issue of the certificate of completion together with:-

- (i) in respect of highway structures, soil reports, records of materials tested, revised forms TA1 and design certificates
- (ii) records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- (iii) records of the sources of supply of all deliveries of road construction materials with details of the location of the Works at which each load is placed
- (iv) records of the sources of supply of all other manufactured materials (eg. drainage goods, fencing materials, traffic signs, electrical components and cables etc.)

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

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

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

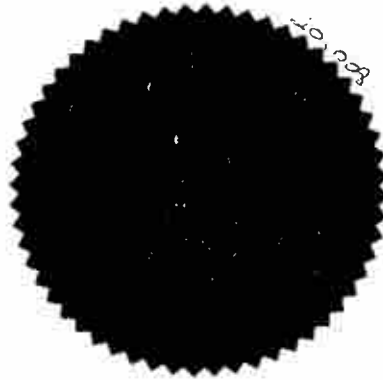
The COMMON SEAL of)
 [])
 was hereunto affixed to this Deed)
 in the presence of:-)

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 d)

Council
Authorised Officer

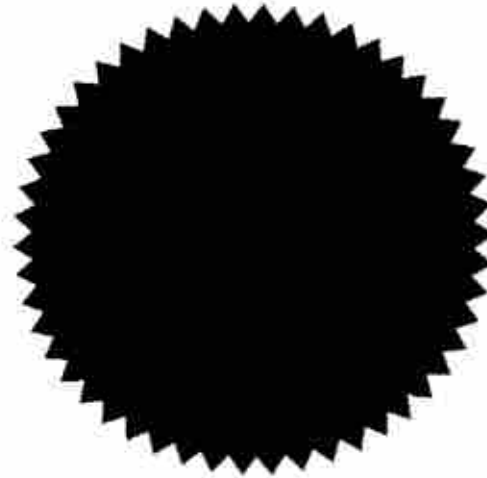
Director
Secretary



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

County
1701

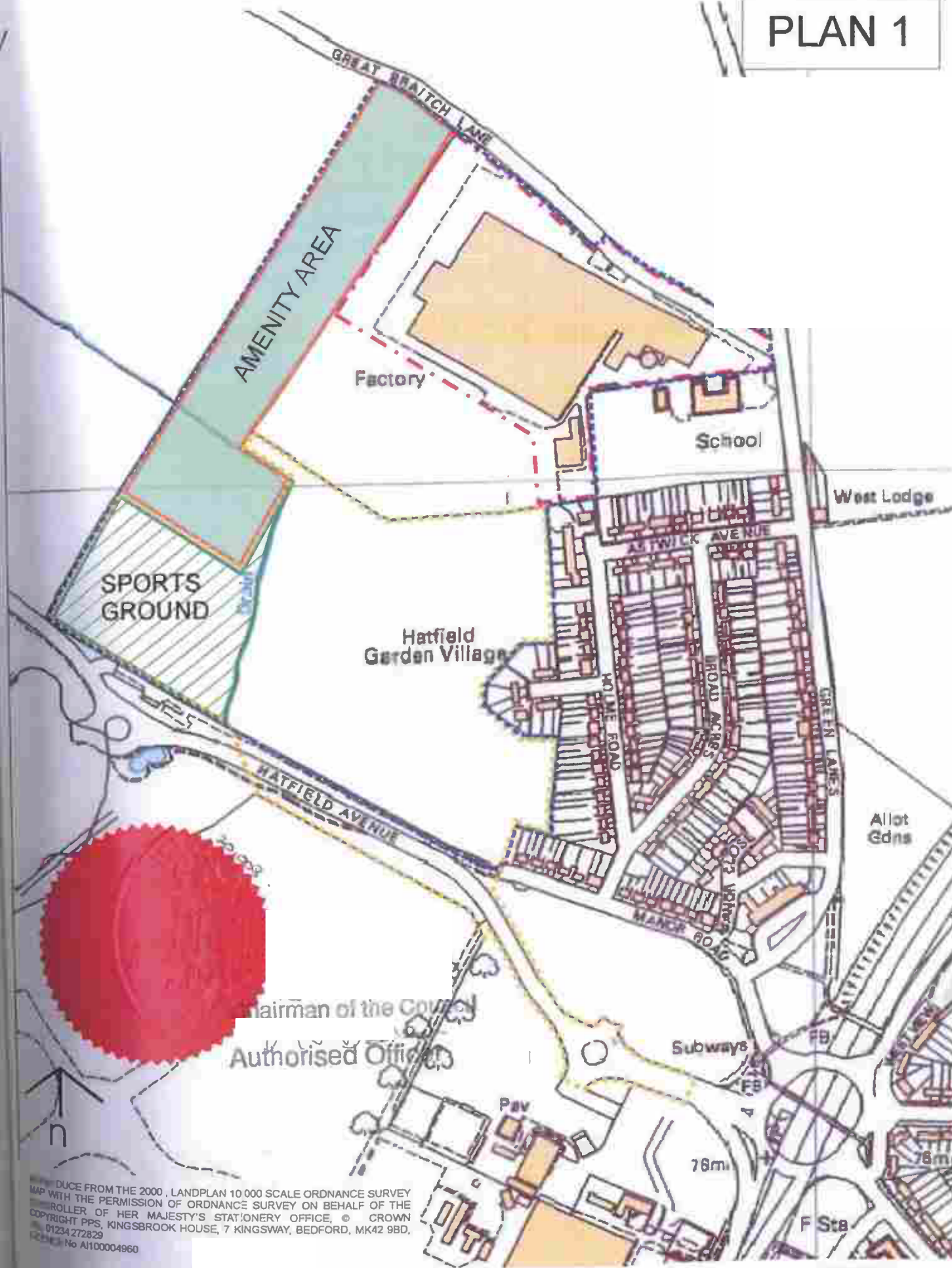
Director
Secretary



THE COMMON SEAL of)
ALFRED MCALPINE HOMES)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:-)

Director
Secretary

PLAN 1



DUCE FROM THE 2000, LANDPLAN 10 000 SCALE ORDNANCE SURVEY
MAP WITH THE PERMISSION OF ORDNANCE SURVEY ON BEHALF OF THE
CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE, © CROWN
COPYRIGHT PPS, KINGSBROOK HOUSE, 7 KINGSWAY, BEDFORD, MK42 9BD,
TEL: 01234 272829
ISSUES No A1100004960

PRESENT APPLICATION
NORTHERN DEVELOPM

County



SPORTS GROUND
AMENITY AREA
RIALTO APPLICATION SITE



MEMORANDUM

From: Solicitor to the Council
To: Chief Planning Officer – Chris Conw
cc: Land Charges – Kim Jefferies
Legal Records – Barbara Beach
Planning Administration
Date: 26 March 2001


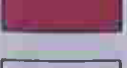


SUBJECT: SECTION 106 AGREEMENT RE. ALFRED MCALPINE HOMES EAST LIMITED – DEVELOPMENT AT FORMER SMURFIT FACTORY SITE, GREAT BRAITCH LANE, HATFIELD

Please note that the above matter was completed on 13th February 2001. Please note your records accordingly.

A copy of the Deed is attached. I have no spare plans.

Solicitor to the Council



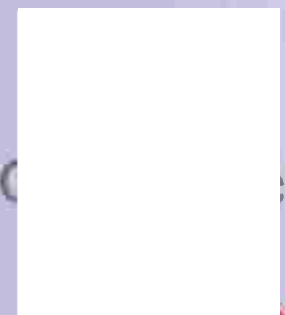
-  THE STRATEGIC BUS ROUTE
-  THE STRATEGIC NORTH-SOUTH FOOTPATH & CYCLE NETWORK
-  THE STRATEGIC EAST-WEST FOOTPATH & CYCLE NETWORK
-  THE OPEN SPACES

STAGE 1
SPINE ROAD
PHASE 1 STRATEGIC
FOOTPATH & CYCLE NETWORK

STAGE 2
SPINE ROAD
PHASE 2 STRATEGIC
FOOTPATH & CYCLE
NETWORK

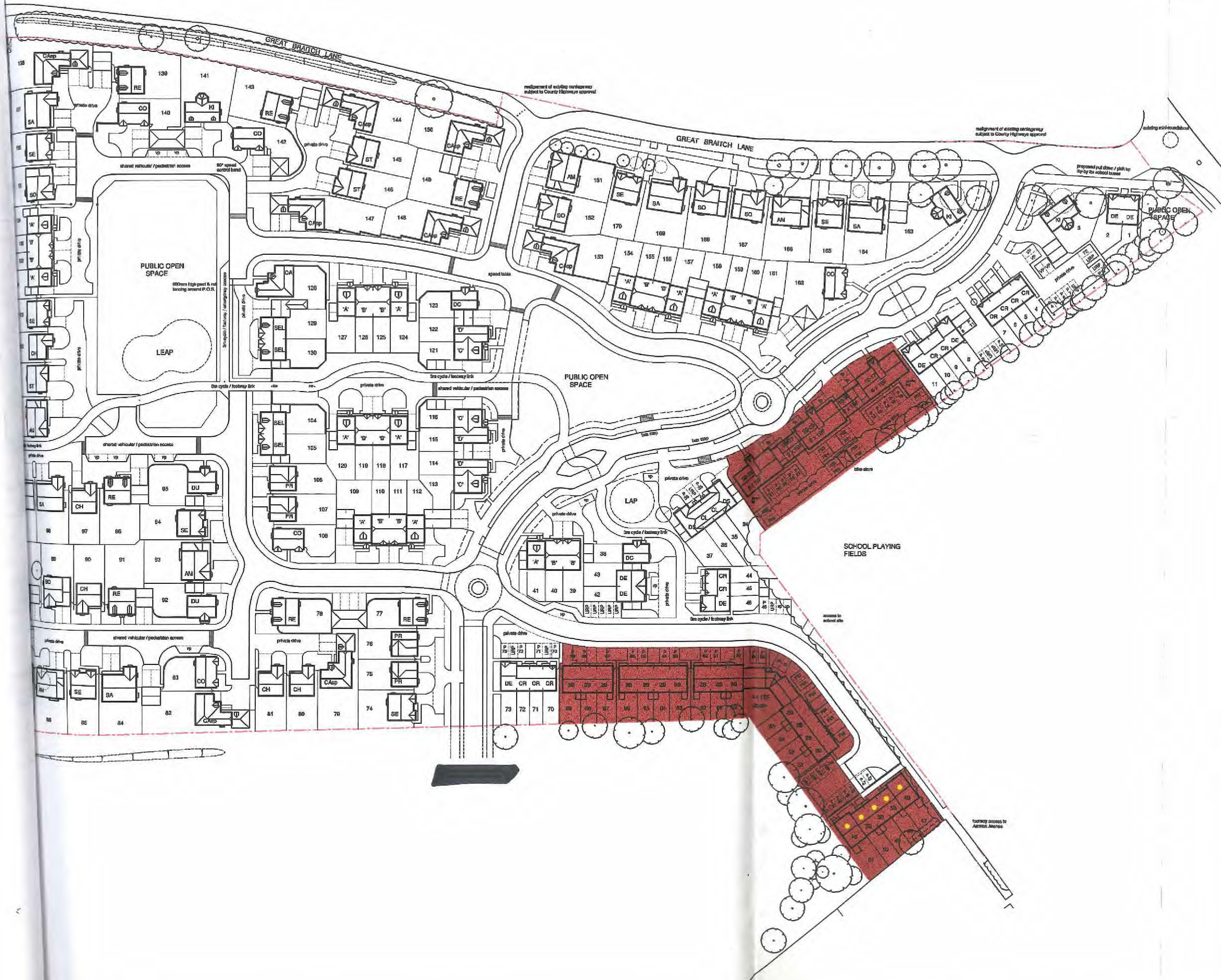
STAGE 3 SPINE ROAD
PHASE 3 STRATEGIC FOOTPATH
& CYCLE NETWORK

PHASE 4 STRATEGIC FOOTPATH
& CYCLE NETWORK



Secretary


 Authorised Officer



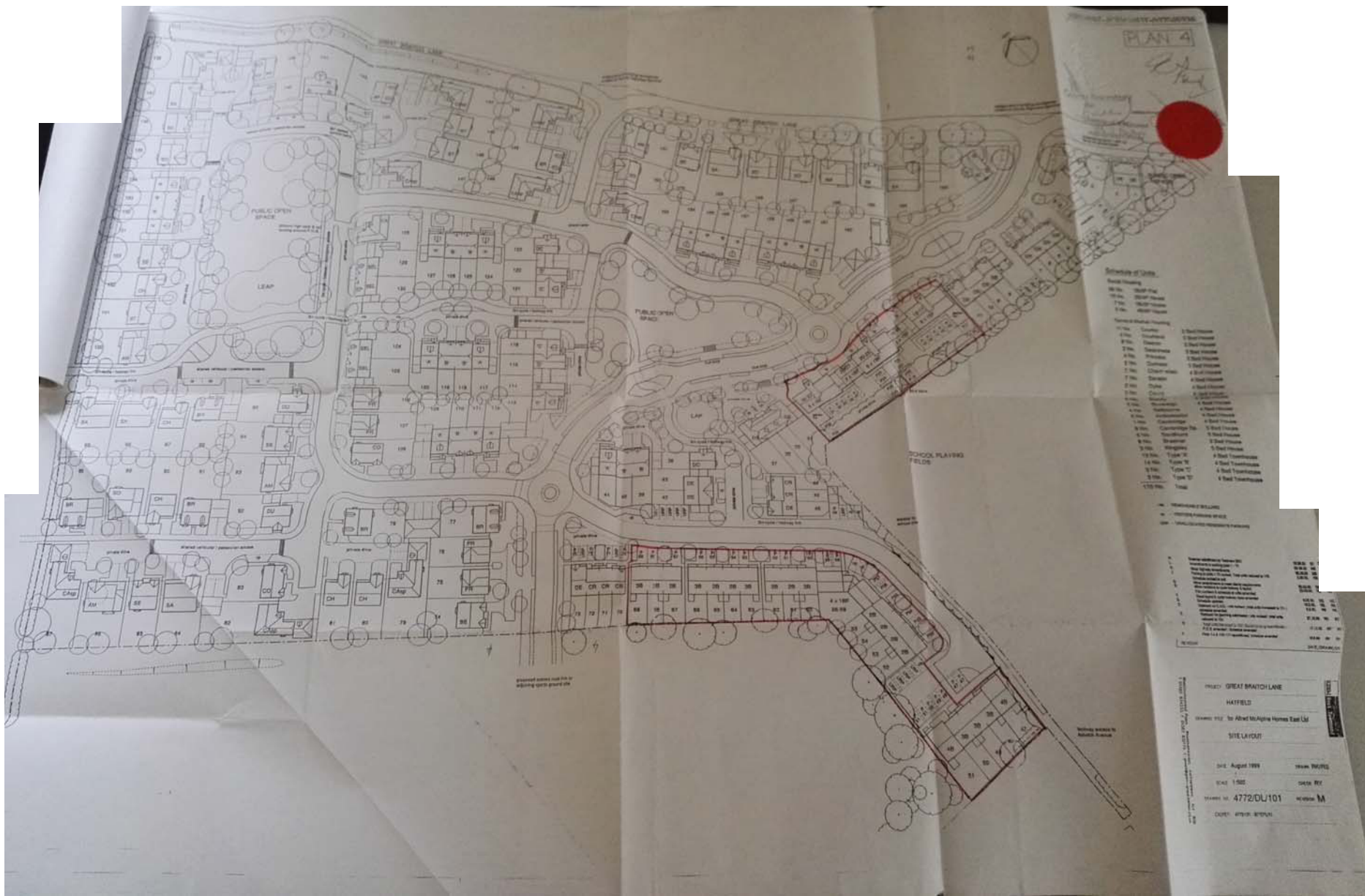
- THE AFFORDABLE HOUSING AREAS
- THE SHARED OWNERSHIP DWELLINGS

County Secretary
1701



Chairman of the Council

Authorised Officer



PLAN 4

Schedule of Units

Unit No.	Unit Type	Number of Units
101	1 Bed House	1
102	2 Bed House	1
103	3 Bed House	1
104	4 Bed House	1
105	5 Bed House	1
106	6 Bed House	1
107	7 Bed House	1
108	8 Bed House	1
109	9 Bed House	1
110	10 Bed House	1
111	11 Bed House	1
112	12 Bed House	1
113	13 Bed House	1
114	14 Bed House	1
115	15 Bed House	1
116	16 Bed House	1
117	17 Bed House	1
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119	19 Bed House	1
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121	21 Bed House	1
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124	24 Bed House	1
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200	100 Bed House	1

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196	96 Bed House	1
197	97 Bed House	1
198	98 Bed House	1
199	99 Bed House	1
200	100 Bed House	1

PROJECT: GREAT BRATCH LANE
 HATFIELD
 DRAWN BY: Alfred McAlpine Homes East Ltd
 SITE LAYOUT
 DATE: August 1989
 SCALE: 1:500
 DRAWING NO: 4772/DL/101
 CLIENT: ALFRED MCALPINE