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# Memo.

**Date:** 19<sup>th</sup> March 2010

**To:** Lisa Hughes - Planning

**Cc:** Jeremy Morton – Housing  
Corporate Department – Geoff Sampson  
Barbara Beach - Legal Records  
Ruth Dyason - Accounting Services  
Andrea Plucknett - Insurance Officer  
Chief Rates Officer  
Housing Development Officer  
Jean Cole - Management Accountant - Capital  
File

**From:** Legal Services

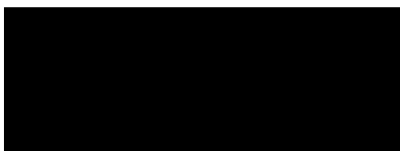
**Subject:** Deed of variation of S106 Hazel Grove JMI Hatfield, Hertfordshire

**ITP No:** none – Instructed by memo from Planning 11<sup>th</sup> February 2010

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The above matter was completed on 18<sup>th</sup> March 2010

Would you please note your files accordingly.



Sandra Shadrack  
Senior Conveyancing Officer

DATED 18<sup>th</sup> March 2010

**(1) THE WELWYN HATFIELD BOROUGH COUNCIL**

and

**(2) HERTFORDSHIRE COUNTY COUNCIL**

and

**(3) PLACES FOR PEOPLE HOMES LIMITED**

**SUPPLEMENTAL AGREEMENT  
TO THE SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 DATED 30<sup>th</sup> JANUARY 2009  
IN RELATION TO  
LAND SITUATE AT AND KNOWN AS FORMER HAZEL GROVE JMI  
SCHOOL, HAZEL GROVE, HATFIELD,  
HERTFORDSHIRE**

M.K.Choudhry  
Head of Legal Services  
Welwyn Hatfield Borough Council  
Council Offices  
The Campus  
Welwyn Garden City  
Hertfordshire, AL7 6AE

THIS SUPPLEMENTAL AGREEMENT is made the 18<sup>th</sup> March 2010

BETWEEN

- (1) WELWYN HATFIELD BOROUGH COUNCIL of Council Offices The Campus, Welwyn Garden City, Hertfordshire AL8 6AE ("the Council")
- (2) HERTFORDSHIRE COUNTY COUNCIL of County Hall, Pegs Lane, Hertford, Hertfordshire ("the County Council")
- (3) PLACES FOR PEOPLE HOMES LIMITED (Industrial & Provident Society number IP 99447R) whose registered office is situate at 305 Grays Inn Road London WC1X 8QR (the PPHL)

WHEREAS:

- (A) On 30<sup>th</sup> January 2009 the Council and the County Council entered into a deed ("the Section 106 Agreement") made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at the former Hazel Grove JMI School Hazel Grove Hatfield Hertfordshire (defined herein as "the Land")
- (B) The Council the County Council and the PPHL are desirous of varying the Section 106 Agreement as hereinafter appears
- (C) Words and expressions used in the Section 106 Agreement shall have the same meaning in this Supplemental Agreement save where otherwise expressly provided
- (D) PPHL is the registered proprietor of the freehold interest in the Land registered at H M Land Registry under Title Numbers HD489839 and HD489840
- (F) The Council and the County Council are parties to this Supplemental Agreement in their capacities as Local Planning Authorities

**NOW THIS DEED WITNESSETH as follows:**

**INTERPRETATION AND GENERAL**

1. THIS Supplemental Agreement is made pursuant to the same statutory provisions as the Section 106 Agreement

- 1.1 The headings in this Supplemental Agreement are for convenience only and do not affect the construction hereof
- 1.2 This Supplemental Agreement shall take effect on the date hereof
- 1.3 The Section 106 Agreement as varied by this Supplemental Agreement shall remain in full force and effect so far as the terms thereof remain to be observed and performed and save as expressly provided nothing herein shall release or discharge in whole or in part the obligations pursuant to the Section 106 Agreement

### VARIATION

2. THE Council the County Council and PPHL hereby agree that the Section 106 Agreement shall be varied to the following extent:
  - 2.1 In clause 1.3 the definition of Affordable Housing Land shall be varied to:  
The part or parts of the Land shown edged yellow on the Affordable Housing Location Plan
  - 2.2 In clause 1.4 the definition of The Affordable Housing Location Plan shall be varied by replacing the plan annexed to the Section 106 Agreement with the plan annexed to this deed
  - 2.2 In clause 1.5 the definition of Affordable Housing Units shall be varied to:  
The nine units comprising 6 two bedroom rented houses and 3 three bedroom rented houses as shown edged yellow on the Affordable Housing Location Plan
- 3 PPHL covenants with the Council to pay to the Council and the County Council on the date hereof the whole of the reasonable costs incurred by the Council and the County Council in the preparation and completion of this Deed

4. This Deed shall be registered as a Local Charge by the Council

5. The parties intend that no person who is not as party or a successor in title to a party to this Deed (or a statutory successor to the Council and/or the County Council) is to have the benefit of or be capable of enforcing any term of this Deed as a result of the Contracts (Rights of Third Parties) Act 1999 except as expressly provided for in this deed

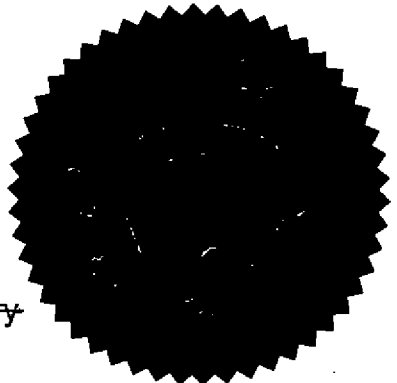
IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written

Executed as a Deed by affixing the )  
COMMON SEAL of WELWYN )  
HATFIELD BOROUGH COUNCIL was )  
in the presence of )



[Redacted]  
Mayor  
[Redacted]  
Duly authorised Officer

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



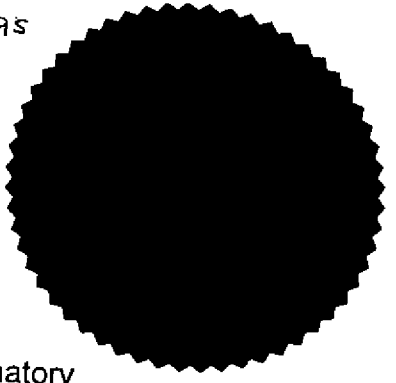
[Redacted]  
~~Deputy Secretary~~  
**Kathryn Pettit**  
Chief Legal Officer  
Authorised Signatory

47195

The COMMON SEAL of PLACES FOR )  
PEOPLE HOMES LIMITED was hereunto)  
in the presence of



C. P. MARTIN



Authorised Signatory