

THIS AGREEMENT dated the Ninth day of October 1992 is made between the COUNCIL of the one part the OWNER of the other part

Definitions and Interpretation

- 1) In this Agreement the following expressions shall have the following meaning ascribed to them:-
 - 1.1) the Owner Welwyn Garden City Housing Association Limited,
Reg.Office:- Elizabeth House Elizabeth Close Moors
Walk Welwyn Garden City Herts. AL7 2JB
 - 1.2) the Council Welwyn Hatfield District Council of
the Freeholder Council Offices The Campus Welwyn Garden City
the Mortgagee Hertfordshire AL8 6AE
 - 1.3) the Surveyor The Surveyor appointed by the Council's Director of
Environmental Services and includes the servants
agents and licensees of the Surveyor
 - 1.4) a Conforming Occupier a person of the statutory age of retirement or a
disabled person over 50 years of age
 - 1.5) the Land All that unregistered leasehold land situate at
Bridge Road Welwyn Garden City aforesaid shown
edged red on the plan attached hereto and marked
"Plan No.1" (hereinafter called "the Plan")
 - 1.6) the Development Erection of a block of four flats for elderly
persons associated parking and access at Land at
Woodside House Bridge Road Welwyn Garden City
aforesaid details of which are shown on the
Drawings Nos: 231/1A, 231/3, 231/10 and 231/11
attached hereto
 - 1.7) the Highway Works Highway improvement works including ancillary and
statutory undertakers works to Bridge Road Welwyn
Garden City details of which are shown on Drawing
No.231.11 attached hereto

- 1.8) the Planning Permission Planning Permission issued by the Council pursuant to the Planning Application in the form annexed hereto together with any future variations or amendments approved by the Council
- 1.9) the Planning Application Planning application under reference N6/0154/92/FP for the Development together with plans specifications and particulars deposited with the Council
- 1.10) The expression "the Council" and "the Owner" shall include where appropriate their respective successors in title and assigns
- 1.11) Unless otherwise provided this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation or amendment of the Planning Permission
- 1.12) References in this Agreement to any statutes or statutory instrument shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Recitals

2) WHEREAS:-

- 2.1) The Council is the Highway Authority for the purposes of the Highways Act 1980 for the highway known as Bridge Road Welwyn Garden City aforesaid
- 2.2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area within which the Land is situated and is for the purposes of Section 106 of the Act empowered to enforce the planning obligations herein contained
- 2.3) The Council is also Principal Council within the meaning of Section 111 of the Local Government Act 1972

- 2.4) The Owner is the Owner of the land upon which the Development is to be carried out (hereinafter called "the Development Site") by virtue of a Lease dated the 3rd day of March 1972 for a term of 99 years from the 25th day of March 1965 and made between Commission for the New Towns of the one part and the Owner of the other part subject only to the Charge in favour of the Council and warrants that it is in all respects capable of entering into this Deed
- 2.5) The Owner has by the Planning Application applied to the Council for permission to carry out the Development on the Development Site
- 2.6) The Council is satisfied that the Development is such as may be approved by it under the Act and as Local Planning Authority has agreed to grant the Planning Permission subject to the Owner entering into this Agreement and the Council as Freeholder and Mortgagee hereby grants its consent to the Owner's execution of this Deed

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

- 3) The obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of Sub-Section (1) thereof
- 3.1) Insofar as the obligations contained herein are not planning obligations within Section 106 of the Act the covenants are entered into pursuant to Section 111 of the Local Government Act 1972 and the Highways Act 1980 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

Grant of Permission

- 4) The Council hereby grants the Planning Permission

Owners Covenants

- 5) The Owner for itself and its successors in title hereby covenants with the Council as follows:-

- 5.1) To carry out the Development permitted by the Planning Permission in strict conformity with the plans specifications and particulars deposited with the Council and to use the Land in accordance with this Agreement and not otherwise

- 5.2.1) That unless otherwise agreed in writing by the Council each dwelling within the entire Woodside House complex shown edged red on the Plan (other than the two dwellings occupied by the Wardens and their families) shall only be occupied by at least a Conforming Occupier or by more than one person of whom at least one is a Conforming Occupier or by the remaining occupier or occupiers where the Conforming Occupier who formerly occupied the dwelling with him her or them has died or for some other reason is no longer in occupation

- 5.2.2) That should the Owner require the Council to relax the occupancy restriction contained in clause 5.2.1 in respect of all or part of the said Woodside House complex the same will be relaxed by the Council if the Owner has acquired approval under the Town and Country Planning Act 1990 to a car parking proposal making sufficient car parking provisions for those dwellings in respect of which relaxation is sought to comply with the car parking standards applicable for general needs housing at the time of such approval

- 5.2.3) The Owner hereby revokes all other access arrangements onto Bridge Road aforesaid previously approved under reference Herts C.C. E6/4932-73 and L.A.Ref: 2154/7 on the 9th January 1974 and covenants that this shall not be implemented at any time in the future

- 5.2.4) The Owner foregoes any right to compensation in respect of such revocation and covenants not to make any claim for compensation in respect of any expenditure rendered abortive by this revocation and for any other loss or damage directly attributable to this revocation

- 5.2.5) That it shall carry out at its own expense the Highway Works together with such ancillary works as may be reasonably required by the Surveyor which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment

- 5.2.6) That it shall at its own expense take all necessary measures to ensure that vehicular and pedestrian access shall be permitted and maintained at all times hereafter over and along such part of the existing roadway known as Bridge Road as is affected by the Highway Works aforesaid to the reasonable satisfaction of the Director of Environmental Services and the Hertfordshire Constabulary
- 5.2.7) That the Highway Works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office.
- 5.2.8) That the Highway Works shall be carried out in accordance with the "Specification for Highway Works" published by Her Majesty's Stationery Office in 1986 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the Highway Works and as modified and extended by Supplements issued by the Surveyor AND that unless otherwise agreed in writing by the Surveyor all Highway Works shall be completed to the reasonable satisfaction of the Surveyor prior to the implementation and commencement of any building works on the Land to which Town Planning reference number N6/0154/92/FP relates
- 5.2.9) That it shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Highway Works and shall relocate all street furniture affected by the Highway Works to the reasonable satisfaction of the Surveyor
- 5.2.10) That it shall notify the Surveyor in writing at least 28 days prior to the commencement of any work connected with statutory undertakings equipment and shall further notify the Surveyor in writing at least 28 days prior to the commencement of the works of its intention to proceed with the Highway Works
- 5.2.11) That it shall accept the supervision of the Surveyor and shall carry out the Highway Works in accordance with the detailed contract drawings to be prepared by the Developer and approved in writing by the Surveyor and based on the Drawing Number 231.11 attached hereto above referred to and to a standard of workmanship and quality of materials approved by the Surveyor

- 5.2.12) That it shall pay to the Council before the commencement of the Highway Works the sum of £150 being 5% of the total estimated cost of the works of £3,000 in respect of the costs incurred by the Council in supervising the works
- 5.2.13) That it will have in force at all relevant times a policy of insurance indemnifying the Council against all claims whatsoever arising out of or in connection with the said Highway Works the insured sum to be not less than £3 million in respect of any single accident
- 5.2.14) The Highway Works shall be completed to the reasonable satisfaction of the Surveyor as soon as is practicable before the actual completion of the Development or within nine months of the commencement of the Development whichever is the sooner
- 5.2.15) That it shall fully maintain the Highway Works for a period of twelve months from the date of the issue of a Certificate of Completion by the Surveyor and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
- 5.2.16) That it will provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the Certificate of Completion together with record drawings showing details of all aspects of the works as constructed
- 5.2.17) That should the Developer arrange for the carrying out of the Highway Works or any part thereof to be undertaken by any third person the Developer will ensure that contracts with such third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the Developer covenants herein contained
- 5.2.18) That it will indemnify and keep indemnified the Council against all claims under Part I and Part II of the Land Compensation Act 1973 (including claims the Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the said Highway Works and for the purposes of this indemnity the Developer is deemed to carry out the Highway Works as agent for the Council

5.2.19) That on the date hereof it shall pay the whole of the reasonable costs incurred by the Council and the Surveyor in the preparation of this Agreement and the approval of detailed contract drawings and plans

5.2.20) That the Developer will provide detailed proposals for dealing with the prevention of mud being deposited onto adjoining public highways by the passage of vehicles to and from the Development to the reasonable satisfaction of the Director of Environmental Services prior to commencement of the works on the Development

5.2.21) During the progress of the Highway Works give to the Surveyor free access to every part of the Site for the purposes of testing and/or inspecting the Highway Works as they proceed and all materials for use therein PROVIDED THAT if the Surveyor shall reasonably require the Developer so to do uncover or open up any Highway 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 reasonable opinion of the Surveyor 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 reasonable satisfaction of the Surveyor

6) The Council hereby covenant with the Developer as follows:

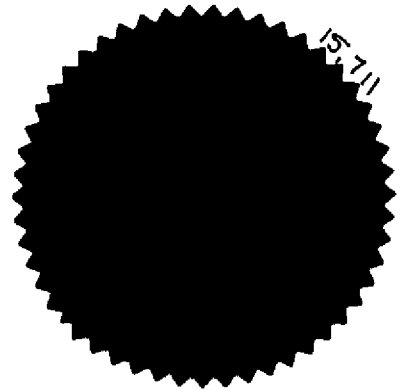
6.1) That it hereby authorises the Developer and the approved roadworks contractor as aforesaid to carry out the Highway Works within the highway known as Bridge Road aforesaid subject to the terms conditions and stipulations in Clause 5 hereof

6.1.2) That after the expiry of the aforesaid twelve months maintenance period and provided always that the Highway Works have been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good the Surveyor shall thereupon issue a Certificate of Maintenance of the Works and as from the date of such Certificate the Highway Works shall become maintainable at public expense

7) Any expense incurred or to be incurred by the Council to which the Developer is or may become liable under this Agreement may be recoverable by the Council as provided by Section 291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the land and on all estates and interests therein

IN WITNESS whereof the Parties have duly executed and delivered this Agreement as a Deed the day and year first before written

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



[Handwritten Signature]
Chairman of the Council

[Handwritten Signature]

Authorised Officer

THE COMMON SEAL of WELWYN)
GARDEN CITY HOUSING)
ASSOCIATION was hereunto)
affixed in the presence of:-)

Gaughan CHAIRMAN.
D. Alexander. COMMITTEE MEMBER.
D. G. Gault DIRECTOR/SECRETARY