

DATED 19 NOVEMBER 2015

STRATTON II S.A.R.L.
(The Owner)

and

WHEATLEY GROUP DEVELOPMENTS LIMITED
(The Developer)

IN FAVOUR OF

WELWYN HATFIELD BOROUGH COUNCIL
(The Council)

And

HERTFORDSHIRE COUNTY COUNCIL
(The County Council)

UNILATERAL UNDERTAKING

Pursuant to
Section 106 Town and Country Planning Act 1990
(as amended)

Relating to
Land at Broadwater House 43 Broadwater Road
Welwyn Garden City Hertfordshire AL7 3AX

Ref: N6/2015/0034/MA

Legal Services,
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts
AL8 3AE

THIS UNILATERAL UNDERTAKING is made by deed on the day of
2015

PARTIES

- (1) STRATTON II S.A.R.L. incorporated in Luxembourg of 19 rue Eugene Ruppert, L-2453 Luxembourg c/o Corum Advisers Limited, 12A Ellington Road, London N10 3DG (the "Owner") (which expression shall include the Owner's successors in title) and
- (2) WHEATLEY GROUP DEVELOPMENTS LIMITED (company number 00705370) whose registered office is Wheatley House Dunhams Lane Letchworth Garden City Herts SG6 1BE (the Developer)

In favour of:

- (3) WELWYN HATFIELD BOROUGH COUNCIL of Council Offices, The Campus, Welwyn Garden City Herts AL8 6AE (the Council) and
- (4) HERTFORDSHIRE COUNTY COUNCIL of County Hall, Pegs Lane, Hertford, Herts SG13 8DE (the County Council)

WHEREAS:-

- (1) The Council and County Council are local planning authorities for the purposes of the Act for the area in which the Site is situate and as such are local planning authorities entitled to enforce the planning obligations hereinafter recited
- (2) The County Council is the Highway Authority and the Fire and Rescue Authority for Hertfordshire
- (3) The Owner is the freehold owner of the whole of the Site

- (4) The developer is interested in the Site by virtue of an agreement for sale entered into with the Owner and dated 31 July 2014
- (5) The Planning Application has been submitted to the Council (as local planning authority)
- (6) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSES as follows:-

OPERATIVE PART

1. DEFINITIONS

1.1 In this Deed the following expressions shall have the following meanings:-

“the Act” means the Town and Country Planning Act 1990 (as amended);

“Commencement Date” means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions “Commence” “Commences” “Commencement” and “Commenced” shall be construed accordingly;

“Development” means the development of the Site pursuant to the Planning Permission by the change of B1a (business) use to C3 (residential) use and erection of 23 dwellings with associated access, landscaping and ancillary works as set out in the Planning Application;

“Director” means the County Council’s Chief Executive and Director of Environment for the time being and his agents and officers;

“Fire and Rescue Service” means that part of the County Council known as the Hertfordshire Fire and Rescue Service

“Highway House” means the existing office building on land adjacent to the Site known as Highway House 43 Broadwater Road Welwyn Garden City;

“Monitoring and Administration Fee ” means the sum of one thousand two hundred and twenty one pounds and ninety pence (£1,221.90) (index linked as hereinafter provided) towards the cost of monitoring the obligations

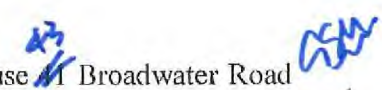
“Occupy” “Occupation” and “Occupied” means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

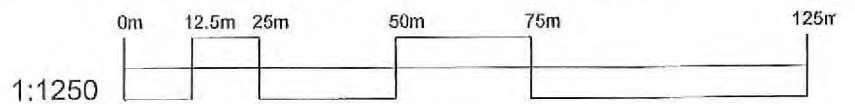
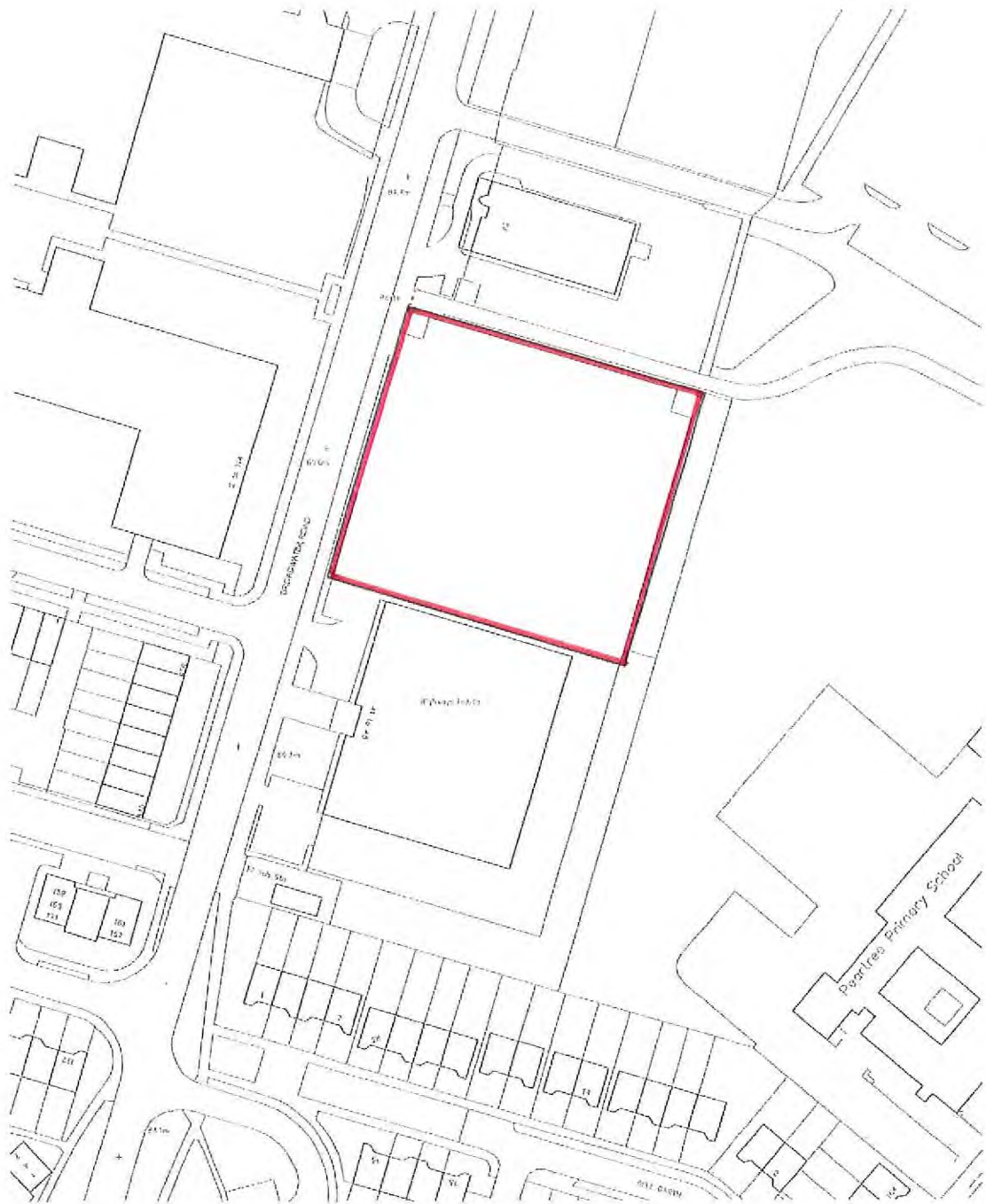
“Plan” means the plan annexed to this Deed;

“Planning Application” means the application for full Planning Permission bearing the Council’s reference number N6/2015/0034/MA

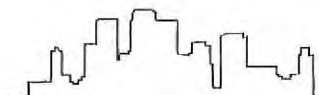
“Planning Permission” means the permission to be granted by way of approval of the Planning Application;

“SPONS Index” means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by Her Majesty’s Stationery Office as collaged into a single index known as the SPONS Construction Civil Engineering Cost Index;

“Site” means the freehold property situate at Broadwater House ⁴³ Broadwater Road Welwyn Garden City Hertfordshire AL7 3AX which land is shown for identification 



A	Red boundary line adjusted in accordance with Highway Plan	CH	GS	01/07/15	
Revision	Description	Drawn	Checked	Date	
	Preliminary <input type="checkbox"/>	Information <input type="checkbox"/>	Tender <input type="checkbox"/>	Construction <input type="checkbox"/>	As Built <input type="checkbox"/>



Woods Hardwick
Architects, Engineers and Development Consultants

Title **Broadwater Road
Welwyn Garden City**

Details **Location Plan**

15-17 Goldington Road
Bedford
MK43 3JH
United Kingdom
T. +44 (0)1234 268052
F. +44 (0)1234 353034
mail@woods-hardwick.com
www.woods-hardwick.com

Scale 1:1250 @A4 Date Dec 2014 Drawn CHLM Ck'd GS

17095/1002A

purposes edged red on the Plan and which is registered (along with other land) at the Land Registry with Title Absolute under Title Numbers HD194008 and HD155337;

“Sustainable Transport Contribution” means the sum of twenty one thousand seven hundred and fifty pounds (£21,750) (index linked as hereinafter provided) as a contribution towards the design and construction of highway improvement works such works to include improvements to bus stop numbers 21600915 and 21600945 on Broadwater Road including the provision of shelters/real time passenger information and other bus stop enhancements to improve conditions for users of the public transport network;

“Waste and Recycling Contribution” means the sum of two thousand six hundred and eighty eight pounds (£2,688) towards waste and recycling facilities within the Development;

“Water Scheme” means either 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 OR where existing water services are to be used it shall mean the details of the residential dwellings and the water supply to them which shall be provided by the Owner for the written approval of the Fire and Rescue Service prior to commencement of the construction of any residential dwelling to be constructed as part of the Development

“Working Day” means any day other than a Saturday or Sunday or a Public Holiday;

1.2 In this Deed:

1.2.1 the clause headings do not affect the interpretation of a clause

1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;

- 1.2.3 reference to any statute or section of a statute includes any modification extension or re-enactment of that statute for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it;
- 1.2.4 any reference to a clause a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;
- 1.2.7 references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council their successors to their respective functions;
- 1.2.8 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act and or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2. EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the Act. To the extent that they fall within the terms of Section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council;
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers