

DATED 29th December 2000

WELWYN HATFIELD DISTRICT COUNCIL (1)

- and -

HERTFORDSHIRE COUNTY COUNCIL (2)

- and -

CITY AND DISTRICT OF ST ALBANS DISTRICT COUNCIL (3)

- and -

BAE SYSTEMS PLC (4)

- and -

ARLINGTON PROPERTY DEVELOPMENTS LIMITED (5)

- and -

THE UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION
CORPORATION (6)

- and -

HATFIELD BUSINESS PARK LIMITED (7)

Draft DEED
of Planning Obligation under Section 106
of the Town & Country Planning Act 1990
relating to land at
Hatfield Aerodrome
Comet Way Hatfield

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

Ref: S:\CSPECK\CLIENTS\128006\1\DOCUMENTS\ARLINGTONS106.V19.DOC

CONTENTS

CLAUSE HEADING	PAGE
1 DEFINITIONS	2
2 RECITALS	29
3 POWERS CONDITIONS INDEXATION AND INTERPRETATION	ERROR! BOOKMARK NOT DEF
4 BAE AND ARLINGTON'S COVENANTS	37
5 COVENANTS BY BAE AND THE UNIVERSITY	81
6 TRANSPORT	89
7 COMMUNITY FACILITY CENTRE AND HEALTH CENTRE	92
8 DECLARATION	93
9 DISPUTES	94
10 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	95
11 NOTICES	95
SCHEDULE ONE	97
Affordable Dwellings	97
SCHEDULE TWO	98
Schedule of Ownerships	98
SCHEDULE THREE	101
First Bond	101
SCHEDULE FOUR	103
Part 1	103
Second Bond	103
Part 2	104
Third Bond	104
Part 3	105
Fourth Bond	105
SCHEDULE FIVE	107
Open Space Transfer	107
SCHEDULE SIX	108
Section 38 Agreement	108
SCHEDULE SEVEN	123
Open Space Specification	123

SCHEDULE EIGHT	124
Bus Service Specification	124
SCHEDULE NINE	127
NominationS Agreement.....	127
SCHEDULE TEN	132
Part 1	132
Model forms of Ellenbrook Park Lease	132
Part 2	153
Articles of Association.....	162
SCHEDULE ELEVEN	175
Highway Improvements	175
SCHEDULE TWELVE	180
Green Transport Master Plan	180
SCHEDULE THIRTEEN	191
Car Parking and traffic Management Strategies	191
SCHEDULE FOURTEEN	193
Bus Stops Specification.....	193
SCHEDULE FIFTEEN.....	194
Strategic Transport Route including Bus	194
Interchange in the District Centre	194
SCHEDULE SIXTEEN	196
Hatfield Aerodrome Triggers	196
SCHEDULE SEVENTEEN.....	198
Part One Primary School Specification.....	198
Part Two - Childcare Facility Specification.....	199
SCHEDULE EIGHTEEN	201
Primary School Site Transfer	201
SCHEDULE NINETEEN	202
Childcare Site Transfer	202
SCHEDULE TWENTY	203
Aviation Heritage Centre Transfer.....	203
SCHEDULE TWENTY ONE.....	204
Landscape Framework Document.....	204

THIS DEED OF PLANNING OBLIGATION is made the *29th* day of *December* 2000

BETWEEN:

- (1) **WELWYN AND 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) **CITY AND DISTRICT OF ST ALBANS DISTRICT COUNCIL** of PO Box 2 District Council Offices St Peter's Street St Albans AL1 3JE ("St Albans")
- (4) **BAe SYSTEMS PLC** registered company number 1470151 (formerly known as British Aerospace Public Limited Company) whose registered office is situate at Warwick House PO Box 87 Farnborough Aerospace Centre Farnborough Hants GU14 6YU ("BAe")
- (5) **ARLINGTON PROPERTY DEVELOPMENTS LIMITED** registered company number 1464587 (formerly known as Arlington Securities (1998) Limited) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("Arlington")
- (6) **THE UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION** whose registered office is situate at Hatfield Campus College Lane Hatfield Hertfordshire AL10 9AB ("the University")
- (7) **HATFIELD BUSINESS PARK LIMITED** registered company number 02678394 whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("Hatfield BP")

NOW THIS DEED WITNESSES as follows:-

Preliminary

1 DEFINITIONS

"the Act"

the Town and Country Planning Act 1990 as amended

"Affordable Housing Land"

Those several separate areas of land within the Residential area which together shall amount to 25% of the Net Developable Area of the Residential Area and which are to be designated as such by Arlington and approved by the District Council in accordance with Sub-Clause 4.92 and which shall be capable of accommodating 30% of all Dwellings – the mix density size and phased delivery of which shall be in accordance with details submitted to and approved by the District Council –**PROVIDED ALWAYS** that once such areas shall have been designated and approved Arlington may with the approval of the District Council substitute any areas within the Application Site of equivalent size number and utility and which are capable of accommodating an equivalent mix density plot size and number of Affordable Dwellings

"Affordable Dwelling"

each of the Dwellings equating in total to 30% of all Dwellings - to be identified as "Affordable Dwellings" in accordance with Sub-Clause 4.92 to 4.95 and which are to be constructed pursuant to and in accordance with the Permission and the requirements of Schedule One and Clauses 4.92 to 4.109 and

	provided and to be made available within the Application Site on the Affordable Housing Land and also to the extent of 30% of all Dwellings approved and constructed within the District Centre within the District Centre or any equivalent number of Dwellings of equivalent size number bed spaces and plot sizes provided with the prior agreement of the District Council within the Application Site on the same terms and conditions in substitution therefor pursuant to any other planning permission (and the expression "Affordable Dwellings" shall be construed accordingly) all of which Affordable Dwellings shall be permanently reserved set aside and made available for rent or as Shared Ownership Dwellings in accordance with and as required by Sub-Clauses 4.92 to 4.109
"Affordable Rented Dwellings"	the Affordable Dwellings which are to be reserved and made available for rent in accordance with Sub-Clause 4.94 and this Deed
"the Application Site"	the land shown edged red on the Master Plan
"Area"	any one of the Five Areas
"Arlington Land"	the whole of the Application Site other than the University Land
"Aviation Heritage Centre"	the land and buildings shown edged red on Plan 1
"Bondsman"	any of the main four London clearing banks the Bank of Scotland or such other bondsman as the District Council and the County Council shall in their absolute discretion approve in

"Bus Service Specification"

writing

the specification contained in Schedule Eight which provides for the provision routing standard frequency staffing quality and type of bus services to serve the Development

"Bus Stops Contribution"

the sum of Three Hundred and Thirty Six Thousand Pounds (£336,000) to be paid to the County Council in accordance with the provisions of Sub-Clauses 4.60 to 4.65

"Bus Stops Specification"

the specification contained in Schedule Fourteen

"Central Interchange Contribution"

the sum of Three Hundred and Fifty Thousand Pounds (£350,000) to be paid to the County Council in accordance with the provisions of Sub-Clause 4.74

"Central Park"

the areas identified as such on the Master Plan which are shown shaded green and hatched black and lie to the east and west of the Spine Road between the District Centre and the Spine Road and the Residential Area and the Spine Road and any subsequently approved Framework Plan(s) which is to be reserved laid out and maintained as landscaped open space in accordance with Sub Clauses 4.79 and 4.80

"Childcare Contribution"

the sum of Sixty Three Thousand Pounds (£63,000) to be paid to the County Council in accordance with the provisions of Sub-Clauses 4.54.1 and 4.55.1

"Childcare Facility"

A single storey building of permanent construction and approximately 365 square

"Childcare Site"

metres net internal floorspace but not less than 350 square metres net internal floorspace

an area of land neighbouring or adjoining the Primary School Site measuring 0.5 acres and which shall be of regular shape relatively flat free of physical landscape or topographic features or other things which might constrain its use and development for its intended purpose and with vacant possession full title guarantee free from incumbrances and free from contamination and which shall have the benefit of the right to connect to and use all necessary roads Services and Service Media which shall have adequate capacity and be constructed to an appropriate boundary and be connected to existing mains supplies/sewers together with pedestrian and vehicular access between the site and an existing public highway to a standard approved in each case by the County Council to an appropriate boundary and which shall be more particularly delineated on the Framework Plan for the Residential Area and Primary School Site **UNLESS** (1) it is agreed that a Childcare Facility laid out and built in accordance with the Childcare Facility Specification in Schedule Seventeen can be satisfactorily accommodated (in whole or in part) in addition to a Primary School laid out and built in accordance with the Primary School Specification and the Community Centre within the confines of the Primary School Site; and (2) reserved matters and/or further applications relating thereto shall have been approved by the relevant planning authority – in which case the

	extent of the Childcare Site shall be reduced accordingly and the provisions of this Deed relating to the Childcare Facility shall be applied mutatis mutandis to the relevant part of the Primary School Site
"Comet Way/Bishops Square Junction Improvements"	that part of the Highway improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8CSB/80R
"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
"Commercial Area"	the area shown shaded blue and shaded orange bearing the designations "BUSINESS PARK" and "HOTEL " on the Master Plan as varied and adjusted by any approved Framework Plan
"Community Centre"	a building designed for community use containing 190 sq metres gross external floor space at ground floor level to be of permanent construction and which is to be built on the Primary School Site together with related parking and landscaped outdoor areas
"the Community Centre Contribution"	the sum of £175,000 (One Hundred and Seventy Five Thousand Pounds) which shall be payable by the Arlington to the District Council in accordance with Sub-Clauses 4.58 and 4.59
"the Development"	Demolition of existing (unlisted) buildings, removal of runway and other hard standing

areas and redevelopment for the following purposes: as a business park comprising uses within Use Class B1, B2, B8 and sui generis uses; housing; new university campus (Use Class D1 and D2) to include replacement De Havilland Sports and Social Club and associated playing fields; two hotels; primary school and associated facilities; district centre; works of conversion to enable recreational use of existing listed hangar; Aviation Heritage Centre. Together with associated highway, transport and service infrastructure (including a strategic transport corridor), landscaping and open space, diversion of Ellenbrook. Means of access to be determined and related ancillary or incidental development pursuant to any Permission

"District Centre"

the area shown for the purpose of identification only coloured salmon pink and bearing the designation "DISTRICT CENTRE" on the Master Plan as adjusted by an approved Framework Plan which area shall include the District Centre Interchange

"District Centre Interchange"

the bus interchange to be constructed within the District Centre intended to form part of the Strategic Transport Route and which is described in outline in Schedule Fifteen

"Dual Use Facilities"

the cricket football and other sports pitches courts halls buildings spectator and other facilities to be constructed within the University Campus and the University Sports Ground

"Dwelling"

any unit of residential accommodation

	including a flat
"Ellenbrook Park"	The land shown for the purpose of identification only on the Master Plan edged blue and shown in detail on Plan 8 edged red and shaded green
"Ellenbrook Park Contribution"	the sum of £1,360,000 (One Million Three Hundred and Sixty thousand Pounds)
"Ellenbrook Park Lease"	a lease in the form annexed in Schedule Ten.
"Ellenbrook Park Trust"	the Ellenbrook Park Preservation Trust Limited to be formed by the District Council and St Albans under the Memorandum and Articles attached as Schedule Ten Part 2
"Employment Development Contribution"	the sum of £20,000 (twenty thousand pounds)
"Establishment Works"	those works of planting arboricultural woodland management landscaping ground modelling reshaping recontouring and regrading the landform laying out and construction of footpath/bridleways and footpath/cycleways landscape improvements and additions site security measures together with all other works to the Ellenbrook Park in broad accordance with the provisions of Section 2 "Landscape Treatment and Management" of the Landscape Framework Document
"Existing Buildings"	those buildings within the Application Site shown for the purposes of identification only on Plan 2
"Existing Consents"	the planning permission bearing District Council reference S6/0175/87/OP and the planning permission bearing District Council

	reference S6/0318/97/OP and any other extant planning permissions existing in relation to the Application Site immediately prior to the date of this Deed
"First Bond"	a bond in the form set out in Schedule Three
"Five Areas"	the Commercial Area the Residential Area the University Land the District Centre and the Ellenbrook Park together (or any of them)
"Footpath/Cycleway Contributions"	the sum of Five Hundred and Six Thousand Three Hundred and Thirty One Pounds (£506,331) to be paid to the County Council in accordance with the provisions of Sub-Clauses 4.66 to 4.73 together with pedestrian and cycleway works comprising an integral part of the Highway Improvements - the estimated cost of which is Three Hundred and Nine Thousand Two Hundred and Forty Nine Pounds (£309,249)
"Force Majeure Event"	an event falling within any of the following: fire flood tempest exceptionally adverse weather conditions earthquake riot civil commotion or insurrection strike or lock-out or act of war affecting the ability of the relevant Parties to perform their obligations under the provisos to sub-clauses 4.15 to 4.20 inclusive
"Fourth Bond"	a bond in the form set out in Schedule Four Part 3
"Framework Plans"	five separate 1:1250 scale plans to be prepared and numbered 1-5 (with written statement) for the entirety of the Commercial Area (including the Hotel Site) the Residential Area and

	<p>Primary School Site the Ellenbrook Park the University Land and the District Centre respectively specifying the proposed mix and disposition of land uses, road patterns phasing landscaping means of access disposition provision and timing of and location of educational and sports and community retail sui generis uses the location of recycling facilities (where appropriate) car parking open space residential (including a range of densities) and commercial development (including a general indication of the likely floorspace density car parking and Use Classes and sub classes of all development to be carried out within the various areas of the Application Site) highways (with noise attenuation measures where appropriate) and landscaping and open spaces</p>
“the Galleria Roundabout Improvements”	<p>that part of the Highway Improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8 CSB/70M</p>
“the Gatehouse Junction Improvements”	<p>that part of the Highway Improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8 CSB/70M</p>
“the Green Lanes Roundabout Improvement”	<p>that part of the Highway Improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8 CSB/30M</p>
“Green Transport Master Plan”	<p>A strategic Green Transport Master Plan for the Hotel Site the University Land the District Centre and the Commercial Area which shall contain incorporate expand upon and provide the details required by Sub-Clause 4.43 the provisions of Part 2 of Schedule Twelve and</p>

which shall also be in accordance with the provisions of the Hatfield Aerodrome SPG in general and paragraphs 7.27 to 7.42 in particular

"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

"Haul Route"

a hard surfaced route for construction traffic only between Hatfield Avenue and providing access to and from the Application Site via Green Lanes Roundabout only for construction traffic for a maximum period of one year from Commencement

"Health Centre"

a facility in the form of a building (or part thereof) of permanent construction to be constructed within the District Centre which is designed to accommodate a two full time general practitioners practice, a practice nurse, consulting, waiting and treatment rooms with a gross external floor space of 186 sq.m or larger at Arlington's discretion

"Highway Improvements"

the itemised junction improvements adjustments widening and other highway improvements together with a fully operational UTC System as described in Part 2 of Schedule Eleven and shown in detail on the plans contained in Schedule Eleven or such alternative schemes and improvements as may be reasonably required by the County Council (i) having regard to evolving traffic conditions and changes in the nature of the Development as anticipated in the Hatfield Aerodrome SPG; or (ii) should it own or secure control of additional land which would allow the construction of safer more commodious or more effective improvements of the relevant junctions Provided Always that such alternative forms of junction shall not include land which is not either part of the existing public highway or otherwise within the ownership or control of the Parties or any one or more of them

"Hotel Site"

the area shaded orange and marked "HOTEL" on the Master Plan as adjusted by any approved Framework Plan

"Index"

Index A Index B Index C and/or Index D as appropriate

"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

"Index D"

The Index shall mean the Price Adjustment Formulae for Construction Contracts published monthly by HMSO using the following tables and proportions thereof:

Table 1: 31% (Labour)

Table 2: 30% (Plant)

Table 3: 33% (Materials)

Table 4: 6% (Gas Oil Fuel)

"Jack Oldings Roundabout Improvement"

that part of the Highway Improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8 CSB/43Q

"Landscape Framework Document"

the document contained in Schedule Twenty One

"Landscape Management Document"	a document to be based on the principles contained in Landscape Framework Document which will describe in full detail the landscape treatment management and maintenance proposals for Ellenbrook Park and which is to be prepared by Arlington and approved by the District Council and St Albans
"Lessees"	those persons referred to in Part 2 of Schedule Two
"Library Contribution"	the sum of £100,000 to be paid to the County Council in accordance with the provisions of clauses 4.112 and 4.113
"Master Plan"	the plan annexed hereto entitled "Masterplan – PLAN 4"
"Materials Recovery Facility"	an area of 2.0 hectares in extent suitable for the establishment of a permanent facility for the separation recycling reclamation recovery and temporary storage of reusable materials within the Commercial Area the precise location to be approved in writing by the County Council and the District Council PROVIDED ALWAYS THAT once the Material Recovery Facility shall have been identified Arlington may by notice and with the approval of the County Council substitute an alternative area within the Commercial Area of equivalent size and utility
"Model Form of Transfer"	a transfer or lease of the relevant land buildings or facilities in the forms annexed in Schedules 6 18 19 and 20
"Net Developable Area"	all those parts of the Residential Area on which Dwellings and their residential curtilages

	courtyards garages drives gardens hard standings and parking areas are to be constructed but excluding any adoptable roads estate landscaping open spaces and other non-remunerative land uses within the Residential Area
"Nominations Agreement"	an agreement in a form annexed in Schedule Nine
"Northern Development Area"	the land shown edged grey on the Master Plan
"Occupation"	the occupation of a Dwelling or other building within the Development (and for the avoidance of doubt excluding occupation for construction or for fitting out or marketing or for site security purposes) and save as otherwise provided the expression "occupy" or "occupied" shall be construed accordingly
"On-Site Parking and Traffic Management Strategies"	schemes incorporating and expanding on the matters outlined in Schedule Thirteen relating to the regulation and management of parking and traffic circulation and vehicle useage within the District Centre Commercial Area and the University Land as submitted to and approved by the County Council and the expression "On-Site Traffic Parking and Management Strategy" shall be construed accordingly
"Open Market Dwelling"	any unit of residential accommodation including a flat within the Development other than an Affordable Dwelling
"the Open Spaces"	all open spaces within the Residential Area described in the Open Space Specification together with the area designated "OPEN

SPACE" on the Master Plan to be laid out and equipped as open space in accordance with the requirements of any reserved matter or other planning approvals and the Open Space Specification and to be identified on any approved Framework Plan or reserved matters approvals

"the Open Space Payment"

means a sum being 12 times the annual costs of management and maintenance of any given Open Space within the residential area as calculated by and in accordance with the District Council's prevailing cost estimates for management and maintenance of different types of landscaping and open space and play equipment in respect of each play space and Open Space AND being a contribution towards the costs of maintaining the relevant play space play equipment and/or Open Space

"Open Space Transfer"

a transfer of the Open Space(s) substantially in the form annexed in Schedule Five

"Open Space Specification"

the specifications contained in Schedule Seven

"Ownership Plan"

Plan 5 annexed hereto

"Parking Controls Contribution"

the sum of £125,000 (One hundred and twenty five thousand pounds)

"the Parties"

the parties to this deed

"Plan 1"

the plan annexed hereto and marked "Plan 1"

"Plan 2"

the plan annexed hereto and marked "Plan 2"

NB – there is no Plan 3

“Plan 4”

the Master Plan

“Plan 5”

the plan annexed hereto and marked “Plan 5”

“Plan 6”

the plan annexed hereto and marked “Plan 6”

“Plan 7”

the plan annexed hereto and marked “Plan 7”

“Plan 8”

the plan annexed hereto and marked “Plan 8”

“Planning Application”

an application submitted on 25 November 1999 and given reference number S6/1064/99/OP by the District Council

“Permission”

a planning permission resulting from the Planning Application in the form annexed hereto or from any related reserved matters submissions or resulting from or from any other planning application covering all or part of the Application Site for any of the uses comprised in the Planning Application whether granted by way of variation alteration substitution addition or replacement thereto Provided Always that any form of development within the Application Site which individually or in combination with any other planning permissions for development within the Application Site would lead to the levels of development within any particular category exceeding those set out in Sub Clauses 4.139 and 4.140 may be the subject of additional planning obligations

"Primary Education Contribution"

the sum of Two Million Three Hundred and Fifty Five Thousand Pounds (£2,355,000) to be paid to the County Council in accordance with the provisions of sub-clauses 4.47 and 4.48

"Primary School"

the primary school to be constructed on the Primary School Site

"Primary School Site"

an area of land measuring 6.0 acres 2.428 hectares and which is shown for the purposes of identification only coloured yellow on the Master Plan and which shall be of regular shape relatively flat free of physical landscape or topographic features or other things which might constrain its use and development for its intended purpose and with vacant possession full title guarantee free from incumbrances and free from contamination and which shall have the benefit of the right to connect to and use all necessary Services and Service Media which shall have adequate capacity and be constructed to an appropriate boundary and be connected to existing mains supplies/sewers together with pedestrian and vehicular access between the site and an existing public highway to a standard approved in each such case by the County Council to an appropriate boundary and which shall be more particularly delineated on the relevant Framework Plan or such altered or amended area of equivalent size and utility as may be designated by Arlington and approved in substitution therefor by the District and County Councils

"Primary School Specification"	the specification contained in Schedule Seventeen
"Recycling Facilities"	Facilities for the recycling of bottles cans paper cardboard rags and plastic to be provided on the Recycling Facilities Sites
"Recycling Facilities Sites"	two separate rectangular areas measuring 4 metres by 6 metres to be identified and laid out in accordance with the approved Framework Plans for the District Centre and for University Campus respectively or in such other location as may be agreed in writing by the District Council
"Residential Area"	the area within the Arlington Land shown for the purposes of identification only coloured brick red and marked "RESIDENTIAL" on the Master Plan as adjusted by any approved Framework Plan
"Roehyde Interchange Junction Improvements"	that part of the Highway Improvements described as such in Part 2 of Schedule Eleven and shown in detail on Plan F8 CSB/13Q
"RSL"	a registered social landlord for the purposes of the Housing Act 1996
"Second Bond"	a bond in the form contained in Part 1 of Schedule Four
"Secondary Education Contribution"	the sum of Two Million and Seventeen Thousand Nine Hundred and Forty Four Pounds (£2,017,944) to be paid by the Arlington to the County Council in accordance with the provisions of Sub-Clauses 4.51 and 4.52

"Section 278 Agreement"

an agreement under inter alia section 278 of the Highways Act 1980

"Section 38 Agreement"

an agreement or agreements made inter alia under Section 38 and/or Section 278 of the Highways Act 1980 and/or S106 of the Act 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

"Services and Service Media"

gas water electricity foul and surface water television telephones and telecommunications signals waves and pulses whether in each such case the property of a statutory undertaker public or private utility television or telecommunications company body service provider or otherwise pipes wires cables and any related supports poles stays or other ancillary or related plant equipment machinery apparatus structures ducts conduits drains sewers ditches streams watercourses or other conducting media together with any rights easements wayleaves or licences plant and equipment relating thereto or required therefor or any other equipment or any other services sight lines and conducting media (or any wayleaves rights easements or licences relating to any of the above)

"Shared Ownership Dwellings"

those Affordable Dwellings (amounting to 5% of all Dwellings) which are to be identified as such pursuant to Sub-Clauses 4.93 and 4.94 and 4.95 and are intended to be made available for disposal and occupation pursuant to Shared Ownership Leases or in accordance with

Sub-Clause 4.99

"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 fixed at an affordable rent which does not exceed 50% of the Housing Corporation rent cap levels for the time being for such a dwelling or 50% of such other rent levels for such a dwelling for the area and as may be set by the Housing Corporation (or any other body with the function of regulating registered social landlords as may replace the Housing Corporation)

"Site Preliminaries"

Surveying testing sampling soil tests pegging out tree protection and archaeological investigation construction of the Haul Road ground preparation works including levelling construction of boundary fencing/hoardings construction of temporary accesses landscaping works works of demolition or works of remediation to existing land or buildings or the erection of contractors' compounds and the construction of a replacement club for the De Havilland Sports & Social Club on the University Land

"Site-Wide Travel Co-ordinator"

The person to be appointed by Arlington to assist with the preparation of Green Transport Plans and carry out the duties described in Part 1 of Schedule Twelve and to co-ordinate travel to and from and within the site to assist in

achieving the aims and objectives of the Green Transport Master Plan the Green Transport Plans and the Hatfield Aerodrome SPG

"Small Business Units"

at least 3716 square metres of built employment floorspace of which not more than 5 units shall exceed 300 square metres gross external floorspace and there shall be not less than 15 units in total within the areas designated for the construction of the small business units on the approved Framework Plan for the Commercial Area or on such alternative area or on such alternative areas which Arlington may with the approval of the District Council have substituted therefor Provided Always that any substituted areas within the Commercial Area shall be of equivalent size and utility and capable of accommodating an equivalent mix density plot size and number of Small Business Units

"Spine Road"

a road with a carriageway of between 7.3 metres and 10 metres in width (except where otherwise stated) together with a continuous 2.0 metre wide footpath on one side of the road and a continuous footpath/cycleway of 3.0 metres in width on the other side together with a landscaped highway verge of at least 1 metre in width on both sides of the carriageway from the northern end of the site at Green Lanes Roundabout to the southern end at Bishop Square roundabout together with a secondary road of between 7.3 metres and 10 metres in width together with two continuous 2.0 metre wide footpaths on one side of the road and a

continuous footpath/cycleway of 3.0 metres in width on the other side and a landscaped verge of at least 1 metre in width on both sides of the carriageway between the Spine Road and Hatfield Avenue. The following elements will be incorporated in to the Spine Road and secondary main road in the employment area designs: minor accesses will be priority junctions with ghost right turn islands; between the right turn lanes central hatching will be used to reduce the running carriageways to 3.65m; splitter islands will be placed at suitable intervals along the spine road to allow pedestrians to cross the road; bus stop facilities will be in the form of bus cages on the carriageway; segregated pedestrian and cycle facilities will run parallel to the Spine Road; the Spine Road will not be a signed through route. That part of the Spine Road running between the District Centre and the Residential Area will be narrowed to 7.3m to ensure that priority is given to pedestrians and cyclists over motor vehicles. The main pedestrian and cycle route will cross this part of the Spine Road. This will be in the form of a Toucan crossing to allow cyclists to cross without dismounting. The crossing will be a maximum of 6.75 metres wide. The main junctions along the Spine Road will be roundabouts with diameters of between 36m and 40m subject to detailed traffic analysis and bus shelters on each side of the road together with all junctions carriageways foundations and sub-structures sub-bases Services and Service Media/ conduits/ conducting media verges cycleways footways

footpaths hard standings central reservations
flares lighting signage landscaping junctions
roundabouts traffic signals and other electronic
highway or transportation equipment structures
and/or apparatus lining lighting sight lines
visibility splays and forward visibility
requirements bunding screening and noise
attenuation measures of any kind fencing
barriers 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 as amended or adjusted
by any detailed engineering drawings submitted
to and approved by the County Council for the
purposes of the Section 38 Agreement to
connect Hatfield Avenue to the A1001 at the
Comet Hotel roundabout 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 and which shall also include as part of
its construction a traffic counting loop at the
northern and southern end(s) of the Spine Road
in a location agreed with the County Council

"Spine Road Maintenance Sum"

the sum of £45 (forty five pounds) per square
metre of that part of the carriageway which
exceeds 7.3 metres in width payable on
adoption of the Spine Road

"Strategic Footpath and Cycle Route
(Phase 1)"

that part of the Strategic Footpath and Cycle Route linking Bishops Square roundabout at Point H on the Master Plan to Hatfield Avenue at Points J and K on the Master Plan shown for the purposes of identification only dashed black on the Master Plan

"Strategic Footpath and Cycle Route
(Phase 2)"

that part of the Strategic Footpath and Cycle Route linking the Galleria roundabout at Point A on the Master Plan to the Residential Area at Point B on the Master Plan shown for the purposes of identification only dashed red on the Master Plan

"Strategic Footpath and Cycle Route
(Phase 3)"

that part of the Strategic Footpath and Cycle Route through and Ellenbrook Park between Points E and F on the Master Plan shown for the purposes of identification only dashed orange on the Master Plan

"Strategic Footpath and Cycle Route
(Phase 4)"

that part of the Strategic Footpath and Cycle Route linking the Residential Area at Point C on the Master Plan to the Green Belt boundary at Point D on the Master Plan and into Ellenbrook Park to connect with the Strategic Footpath Cycle Route Phase 3 shown for the purposes of identification only dashed orange on the Master Plan

"the Strategic Footpath and Cycle Route"

the continuous network of footpaths footways and cycleways through the Development as shown on the Master Plan or any approved Framework Plans and as amended or adapted by any detailed engineering drawings and specifications 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 substantially in accordance with the proposals illustrated for the purposes of identification only on figure 4 of the Hatfield Aerodrome SPG and constructed to adoptable standards and specifications including signage lighting surfacing and road markings in accordance with the Roads in Hertfordshire Design Guide dated March 1994 as amended from time to time

Sui Generis Uses

those elements of the Development described as such in the Planning Application and to which the provisions of Sub Clause 4.156 shall apply

"Strategic Transport Route"

a route from the Ellenbrook Roundabout through the Application Site and serving the University Campus the Residential Area the District Centre the Primary School and the Commercial Area and which route shall be for buses cyclists pedestrians and emergency vehicles only over the length identified by yellow spots on the Master Plan to and from the Ellenbrook Roundabout at point F on the Master Plan through the Application Site to join

the A1001 and which route shall include the District Centre Interchange within the District Centre as more particularly described in Schedule Fifteen or such other route as may be approved by the County Council which shall be open to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan which length shall provide access to and egress from the Residential Area

"Temporary Access"

means a temporary point of access for construction traffic only onto Hatfield Avenue which access point shall be permanently closed within twelve months of Commencement

"Third Bond"

a bond in the form set out in Part 2 of Schedule Four

"Transport Contribution"

the sum of Eight Million and forty seven thousand pounds (£8,047,000) payable in the instalments as set out in Sub-Clauses 4.33 to 4.37

"the Transport Subsidy"

the sum of Four Hundred and Fifty Thousand Pounds (£450,000) to be provided by the Arlington to the County Council in accordance with Sub-Clauses 4.38 to 4.42

"Traffic Management Contribution"

means the sum of £155,906 (One hundred and fifty five thousand nine hundred and six pounds) to be paid by Arlington to the County Council in accordance with Sub-Clauses 4.114 and 4.115

"Unit of Development"

an amount of built development calculated in accordance with Schedule Sixteen and which

	expression is to be used inter alia for the purposes of identifying the trigger points for or thresholds of built development which may be occupied prior to the payment of contributions the disposal of land or the construction of works buildings and/or facilities and/or the carrying out of improvements and/or the performance of obligations
"University"	the University of Hertfordshire Higher Education Corporation
"University Campus"	the land shown for the purpose of identification only shaded beige on the Master Plan the eastern most parcel of the two parcels shown edged blue on Plan 5
"University Land"	the University Campus and the University Sports Ground together shown edged blue on Plan 5
University Sports Ground	the land shown edged and shaded dark green and marked "SPORTS GROUND" on the Master Plan to be laid out and used as playing fields for the use of the University in accordance with the terms of this Deed and the Framework Plan for the University Land and the requirements of the Hatfield Aerodrome SPG
"Use Class"	any use falling within a particular class of development within the meaning of the Town and Country Planning (Use Classes) Order 1987 as amended such as B1 or B2 or B8 and in this agreement the expression "Sub Class" shall be used to describe the sub divisions within

individual Use Classes - such as B1(b)

"UTC System"

an urban traffic control system as described in Schedule 11

"Water Scheme"

the proposal or proposals 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 RECITALS

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

2.2 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

2.3 The District Council St Albans and the County Council wish to ensure that the development of the Application Site is in all respects consistent with the objectives of the development plan for the area and the terms of the Hatfield Aerodrome SPG

2.4 The District Council St Albans and the County Council in particular 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:-

2.4.1 is well served by public transport

2.4.2 is safe and accessible for pedestrians and cyclists

2.4.3 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 and the Ellenbrook Park

- 2.4.4 encourages use of public transport and reduces the need for journeys by private motor vehicles
- 2.4.5 makes provision for affordable as well as open market housing
- 2.4.6 contributes to child care nursery primary and secondary education and other community facilities in the locality

and is otherwise consistent with the provisions of the Hatfield Aerodrome SPG

- 2.5 The County Council and the District Council wish to ensure that the Spine Road the Strategic Footpath and Cycle Routes and the Strategic Transport Route are constructed in their entirety to adoptable standards to the boundaries of the Application Site to enable the continuation of the Spine Road and the Strategic Footpath and Cycle Routes to be completed as a through route from Ellenbrook Roundabout and Comet Way to Hatfield Avenue and from Hatfield Avenue to Great Braitch Lane as and when development of neighbouring and adjoining land forming the remainder of the Northern Development Area which adjoins the Application Site occurs
- 2.6 The District Council St Albans 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 INDEXATION AND INTERPRETATION

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 School Standard and Framework Act 1998 the Children Act 1989 and the Public Libraries and Museums Act 1964 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 as provided by the District Council and the County Council not only against BAe Hatfield BP the University and Arlington but also against their successors in title and assigns as if those persons had also been an original covenanting party in respect of the interest or estate for the time being held by them in the Application Site

- 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 The obligations contained in this Deed are intended to bind the Application Site and restrict and control its use development and occupation
- 3.4 Notwithstanding the provisions of Sub-clause 3.1 BAe Hatfield BP and Arlington shall save as provided in Sub-Clause 3.6 remain jointly and severally bound together with their successors to observe and perform the covenants restrictions and obligations contained in Clause 4 of this Deed notwithstanding their disposal of all or any part of the Arlington Land SAVE IN SO FAR AS BAe Hatfield BP or Arlington respectively may be individually released when they shall also have disposed of all of their respective right title and interest in the whole of the Arlington Land and shall have procured that their respective successor in title shall have entered into a direct deed of covenant pursuant to Section 106 of the Act with the County Council the District Council and St Albans in the same form mutatis mutandis as this Sub-Clause 3.4
- 3.5 Notwithstanding the provisions of Sub-clause 3.1 BAe and the University shall remain jointly and severally bound together with its successors to observe and perform the covenants restrictions and obligations contained in Clause 5 of this Deed notwithstanding its disposal of all or any part of the University Land save in so far as BAe shall have disposed of all right title and interest in the whole of the University Land to the University or shall have procured that any successor in title other than the University shall have entered into a direct deed of covenant pursuant to Section 106 of the Act with the County Council the District Council and St Albans in the same form mutatis mutandis as this Sub-Clause 3.5
- 3.6 For the avoidance of doubt BAe Hatfield BP and Arlington covenant and acknowledge that save as provided by Sub Clause 3.4 they shall remain

contractually bound and primarily responsible and liable to the County Council the District Council and St Albans for the performance of and compliance with all obligations restrictions and covenants contained in Clause 4 of this Deed irrespective of the disposal of their respective interests in the Arlington Land **SAVE FOR** those relating to the Open Spaces and those relating to detailed management and control of any individual development within the Commercial Area the Residential Area and the District Centre in respect of which BAe and Arlington shall have disposed of all right title and interest including any freehold reversion **AND** without prejudice to the generality - BAe and Arlington shall in any event remain jointly severally and fully liable for all financial contributions and for all matters relating to: the Ellenbrook Park; the reservation and transfer of land buildings and facilities; the Materials Recovery Facility; the construction and laying out of buildings and community and recreational facilities; the transfer of land buildings and facilities to the County Council the District Council and/or St Albans; the Spine Road; the Strategic Transport Route; the Strategic Footpath/Cycleway; the Green Transport Plan; the Site-Wide Transport Coordinator; the Highway Improvements; the Aviation Heritage Centre pending its disposal in accordance with this Deed; the creation of footpaths and bridleways under the terms of this Agreement **AND** notwithstanding the disposal of BAe and/or Arlington's interests in any part of the Arlington Land the restrictions on occupation of any part of the development shall apply and be enforceable against any person who causes or permits occupations on his part of the Application Site when aggregated with all other occupations within the Arlington Land (whether or not within the same ownership or control as that person) to exceed the relevant trigger point or threshold of occupations

- 3.7 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 but for the avoidance of doubt all other restrictions limitations negative obligations and restrictive covenants contained in this Deed (and in particular those restricting Dwelling occupations and/or restricting the occupation of Units of Development 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 including individual householders and the purchasers of individual Dwellings

Conditionality

- 3.8 Save for the provisions of this Sub Clause and Clauses 1 2 3 and Clauses 8 to 11 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 a Permission **PROVIDED ALWAYS THAT** upon issue of Permission the whole of this Deed shall have immediate effect and thereafter shall bind the Parties and run with the Application Site **UNLESS** the Permission shall be subsequently quashed on the application of a person who is not a party to this Deed and any redetermination of the Planning Application is refused in which case the terms of this Deed shall automatically lapse and be of no further force or effect

Indexation Bonding and Late Payment

Indexation of Contributions and Payments

- 3.9 All sums payable pursuant to the sub-clause specified in column 2 of the following table shall be increased by the percentage (if any) by which the relevant index specified in column 3 of the following table shall have increased between the base 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 and it is hereby agreed and declared that BAe/Arlington may at any time before the due date pay any financial contribution referred to in this Deed in full provided that such payment is index linked in accordance with this Sub Clause:

Contribution	Sub-Clauses	Index	Base Date
Parking Controls Contribution	4.116 and 4.117	Index A	April 2000
Footway/Cycleway Contribution	4.66 to 4.73	Index A	April 2000
Transport Contributions	4.33 to 4.37	Index B	May 2000
Bus Stops Contribution(s)	4.60 to 4.65	Index A	April 2000

Contribution	Sub-Clauses	Index	Base Date
Transport Subsidy	4.38 to 4.42	Index B	April 2000
Central Interchange Contribution	4.74	Index A	April 2000
Traffic Management Contribution	4.114 and 4.115	Index A	April 2000
Primary Education Contribution	4.47 and 4.48	Index C	May 2000
Secondary Education Contribution	4.51 to 4.53	Index C	April 1999
Childcare Contribution	4.54 and 4.55	Index C	April 1999
Community Centre	4.58 and 4.59	Index C	April 1999
Library Contribution	4.112 and 4.113	Index B	April 1999
Ellenbrook Park Contribution	4.85 and 4.86	Index B	December 2000
Spine Road Maintenance Sum	4.30	Index D	May 2000

- 3.10 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 most recent provisional Index
- 3.11 Where any sum has been calculated initially 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 Arlington or the Council as appropriate shall within 14 days of any written demand make good any under or over payment as appropriate
- 3.12 Where any sum payable under this Deed is not paid in full to the relevant party on or before the date for payment there shall be added to the outstanding sum an

interest payment equal to compound interest on the original sum plus indexation calculated at 2.5% above Natwest Bank base lending rate with monthly rests between the date for payment and the date of actual payment

- 3.13 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 the nearest equivalent index as may be agreed between the Arlington and the relevant Council or in the event of disagreement such index as may be determined in accordance with the provisions of Clause 8

INTERESTS IN APPLICATION SITE

- 3.14 BAe is the owner of the freehold interest in that part of the Application Site shown edged red (but excluding the area shown edged green) on the attached Ownership Plan and registered at H.M. Land Registry under Title Numbers HD39202 and HD382928
- 3.15 Hatfield Business Park Limited is the freehold owner of that part of the Arlington Land shown edged green on the Ownership Plan and registered at H.M. Land Registry under Title Number HD297619
- 3.16 Arlington has the benefit of an option to acquire the Arlington Land other than the land shown edged green on the Ownership Plan from BAe
- 3.17 The University has the benefit of an agreement dated 7th June 2000 between itself Arlington Securities (1998) Limited and BAe to acquire the University Campus and the University Sports Ground from BAe (as shown edged blue on the Ownership Plan)
- 3.18 The Lessees have the interests in the Application Site as set out in Part 2 of Schedule 2 and identified on Plan 7
- 3.19 the Lessees have the various interests in the Application Site set out in Schedule 2 and those interests are the subject of valid notices to quit to the extent described in Schedule 2; and

3.20 BAe Hatfield BP and Arlington warrant that

3.20.1 (save as provided in Sub Clauses 3.14 to 3.19 (inclusive)) no other persons have any interest in the Application Site; and

3.20.2 that they will not renew or extend any existing lease or licence and that they will not without the express consent of the District Council grant any new lease or licence to any of the lessees or cause or permit any lessee to remain in occupation or hold over and that they shall not cause or permit Commencement on any part or parts of the Residential Area the Commercial Area the University or the District Centre which are the subject of such leases until such time as it shall have secured vacant possession of all of these areas;


3.20.3 that they will not withdraw or vary any of the notices to quit referred to in Schedule 2 and will procure that vacant possession of the land affected by the relevant leases or licences is delivered

3.21 Computacentre UK Limited's option dated ^{1st August 1997} ~~[.....]~~ in respect of that part of the Arlington Land ^{has been rescinded} and is of no further effect

3.22 BAe and the University warrant that save as provided in this Agreement they have not granted any lease licence mortgage charge or other interest in the University Land

3.23 BAe Hatfield BP and Arlington warrant that save as provided in this Agreement they have not granted any lease licence mortgage charge or other interest in the Arlington Land

3.24 BAe Hatfield BP and Arlington and hereby covenant with the County Council and separately the District Council and St Albans for themselves and their successors in title and assigns that they shall not cause or permit the occupation of development in excess of any trigger point or any threshold of development whether expressed as Units of Development or otherwise which when aggregated with that comprised in any built development the subject of the Lessee's combined interests in the existing or proposed building on the Application Site would exceed the trigger points or thresholds of Units of Development stated in any part of this Deed until any related obligation shall have been met

- 
- 3.25 The District Council St Albans and the County Council are the local planning authorities for the area within which the Application Site is situated and by whom the covenants restrictions and obligations contained in this Deed are enforceable
- 3.26 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
- 3.27 The County Council is also the education authority library authority and fire authority for the County of Hertfordshire
- 3.28 The District Council is also the housing authority for the Welwyn Hatfield District

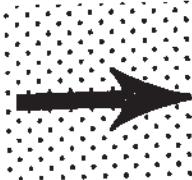
Interpretation

- 3.29 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.30 References to clause schedule or paragraph are references where the context so admits to a clause schedule or paragraph of a schedule in this Deed
- 3.31 Words of the neuter gender include the masculine and feminine genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner
- 3.32 The clause and paragraph headings in this Deed are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer


4 BAE HATFIELD B P AND ARLINGTON'S COVENANTS

BAe Hatfield BP and Arlington for themselves and their successors in title and assigns to the Arlington Land and each and every part thereof hereby jointly and severally covenant with the County Council and separately with the District Council and with St Albans as follows:-

Bonds



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



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

4.3 Not to cause or permit construction of the foundations of any Dwelling until the Third Bond shall have been unconditionally delivered to the County Council duly executed and dated by the Bondsman

4.4 Not to cause or permit occupation of more than one thousand one hundred and fifty Units of Development on the Arlington Land until the Fourth Bond shall have been unconditionally delivered to the County Council duly executed and dated by the Bondsman

4.5 In the event of any bond reaching its end date no further occupations of any Units of Development shall occur or be caused or permitted to occur on the Arlington Land until such time as a replacement bond of equal value shall have been unconditionally delivered to the County or District Council as appropriate in the approved form of the original bond - duly executed and dated by the Bondsman

Land Use

4.6 Not to use cause or permit the Arlington Land to be used or developed other than in broad accordance with the mix and disposition of uses contained in the Master Plan

Framework Plans

4.7 Not to Commence the Development on any individual one of the Five Areas until a Framework Plan for that Area shall have been submitted to and approved by the District Council and in the case of the Framework Plan for the Residential Area and Primary School Site also been approved by the County Council

4.8 Not to carry out development within or use cause or permit the development use or occupation of any of the Five Areas other than in accordance with the mix and

disposition of land uses and other details shown on an approved Framework Plan for that Area

OBLIGATIONS RELATING TO THE SPINE ROAD THE STRATEGIC FOOTPATH AND CYCLE NETWORK AND THE STRATEGIC ROUTE AND THE HIGHWAY WORKS

Approval of Technical Details

- 4.9 Not to Commence the Development until all necessary technical details of the Spine Road and the Strategic Footpath and Cycleway Network and the Strategic Transport Route shall have been submitted to and approved by the County Council as local highway authority

On Site Infrastructure and Construction Traffic

- 4.10 Not to cause or permit the Arlington Land to be accessed by construction traffic other than via the Temporary Access and Haul Route (which shall both be closed upon the expiry of twelve months from Commencement) from the Bishops Square roundabout following its improvement and completion or from the Spine Road Junctions with Hatfield Avenue following their completion
- 4.11 Not to carry out any form of development which would obstruct frustrate or inhibit the construction completion adoption and use of the Spine Road the Strategic Transport Route and the Strategic Footpath/Cycleway Routes for their intended purposes Provided Always that the Haul Route and Temporary Access may be laid out and used for a maximum period of twelve months from Commencement by construction traffic
- 4.12 Not to Commence until either a Section 38 Agreement or Section 38 Agreements shall have been entered into in respect of the entirety of the Spine Road the Strategic Footpath and Cycle Network ; or the Haul Route and Temporary Access from the Green Lane roundabout on Hatfield Avenue shall have been laid out to the satisfaction of the County Council in accordance with details previously submitted to and approved by the County Council *on the Arlington hand* **PROVIDED ALWAYS** that no part of the Development shall be occupied until that part of the Spine Road serving it shall be the subject of a concluded Section 38 Agreement and completed **PROVIDED ALWAYS** that the relevant Section 38 Agreement

or Agreements shall in any event be completed within twelve months of Commencement and if such agreements remain outstanding at the first anniversary of Commencement (unless the County Council shall have unreasonably refused to execute such documents) then all work on the Arlington Land shall cease the Temporary Access shall be closed and no further occupations of any Development shall occur until such time as the relevant Section 38 Agreements shall have been concluded

- 4.13 Not to Commence other than laying of services and foundation works and the construction of up to 100 Units of Development in the Commercial Area until Section 38 Agreements and Section 278 Agreements shall have been entered into in relation to the construction dedication and adoption and contracts shall have been let for the Strategic Transport Route the Galleria Roundabout Improvement and the Comet Way/Bishops Square Junction Improvement; in accordance with details and a timetable of implementation previously submitted to and approved by the County Council and under which the County Council shall have "step-in" rights to complete all or any such works if at any stage the approved timetable of implementation is not met
- 4.14 Not to cause or permit construction traffic to approach or leave the Arlington Land via Coopers Green Lane and to instruct all contractors sub contractors and suppliers accordingly and to use all reasonable endeavours to ensure compliance
- 4.15 To construct and complete the Strategic Transport Route including the District Centre Interchange to the satisfaction of the County Council and immediately upon completion thereof to make the same available and open to buses cyclists pedestrians and emergency vehicles only over the length identified by yellow spots on the Master Plan and to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan prior to first occupation of the earlier of: more than 50 Units of Development within the District Centre; or more than 650 Units of Development within the Arlington Land **PROVIDED ALWAYS THAT** the Strategic Transport Route shall be completed and immediately upon completion thereof made available and open to buses cyclists pedestrians and emergency vehicles only over the length identified by yellow spots on the Master Plan and to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan in

any event within twelve months of Commencement or such longer period as may be agreed in writing by the County Council **PROVIDED FURTHER THAT** if a Force Majeure Event occurs during the said 12 month period then that period shall be extended by an additional period equal to the delay caused by the Force Majeure Event

- 4.16 To construct and complete the Spine Road to the satisfaction of the County Council and immediately upon completion thereof to make the same available and open to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan prior to the earlier of: first occupation of more than 80 Units of Development within the Residential Area or more than 1150 Units of Development within the Arlington Land **PROVIDED ALWAYS THAT** the entire Spine Road shall be completed and immediately upon completion thereof made available to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan in any event within twelve months of Commencement or such longer period as may be agreed by the County Council **PROVIDED FURTHER THAT** if a Force Majeure Event occurs during the said 12 month period then that period shall be extended by an additional period equal to the delay caused by of the Force Majeure Event
- 4.17 To construct and complete the Strategic Footpath and Cycle Route (Phase 1) to the satisfaction of the County Council and immediately upon its completion to make the same freely available and open to cyclists pedestrians and other members of the public prior to the earlier of first occupation of 80 Units of Development within the Residential Area or of 1150 Units of Development within the Arlington Land **PROVIDED ALWAYS THAT** the Strategic Footpath and Cycle Route (Phase 1) shall be completed and immediately upon its completion made freely available and open to cyclists pedestrians and other members of the public in any event within twelve months of Commencement or such longer period as may be agreed by the County Council **PROVIDED FURTHER THAT** if a Force Majeure Event occurs during the said 12 month period then that period shall be extended by an additional period equal to the delay caused by of the Force Majeure Event

- 4.18 To construct and complete the Strategic Footpath and Cycle Route (Phase 2) to the satisfaction of the County Council and immediately upon its completion to make the same freely available and open to cyclists pedestrians and other members of the public prior to the earlier of first occupation of 100 Units of Development within the Residential Area or 50 Units of Development within the District Centre **PROVIDED ALWAYS THAT** the Strategic Footpath and Cycle Route (Phase 2) shall be completed and immediately upon its completion made freely available and open to cyclists pedestrians and other members of the public in any event within 24 months of Commencement or such longer period as may be agreed by the County Council **PROVIDED FURTHER THAT** if a Force Majeure Event occurs during the said 24 month period then that period shall be extended by an additional period equal to the delay caused by of the Force Majeure Event
- 4.19 To construct and complete the Strategic Footpath and Cycle Route (Phase 3) to the satisfaction of the County Council and immediately upon its completion to make the same freely available and open to cyclists pedestrians and other members of the public prior to the earlier of first occupation of 100 Units of Development within the Residential Area or of 1150 Units of Development within the Arlington Land **PROVIDED ALWAYS THAT** the Strategic Footpath and Cycle Route (Phase 3) shall be completed and immediately upon its completion made freely available and open to cyclists pedestrians and other members of the public in any event within twenty four months of Commencement or such longer period as may be agreed by the County Council **PROVIDED FURTHER THAT** if a Force Majeure Event occurs during the said twenty four month period then that period shall be extended by an additional period equal to the delay caused by of the Force Majeure Event
- 4.20 To construct and complete the Strategic Footpath and Cycle Route(Phase 4) to the satisfaction of the County Council and immediately upon its completion to make the same freely available and open to cyclists pedestrians and other members of the public prior to the earlier of first occupation of more than 300 Units of Development within the Residential Area **PROVIDED ALWAYS THAT** the Strategic Footpath and Cycle Route (Phase 4) shall be completed and immediately upon its completion made freely available and open to cyclists pedestrians and other members of the public in any event within 60 months of

Commencement or such longer period as may be agreed by the County Council
PROVIDED FURTHER THAT if a Force Majeure Event occurs during the said
60 month period then that period shall be extended by an additional period equal
to the delay caused by of the Force Majeure Event

4.21

Not to occupy dispose of or cause or permit occupation of ~~any units of~~
development within the District Centre ^{or} more than 49 Units of Development, or
more than 649 Units of Development within the Arlington Land until the
Strategic Transport Route shall have been constructed as certified by the County
Council pursuant to the Section 38 Agreement and shall have been made freely
available and opened to all members of the public and to all traffic (including
pedestrians private motor vehicles cycles and buses and commercial vehicles) at
all times and for all purposes

4.22

Not to occupy dispose of or cause or permit occupation of ~~any units of~~
~~development within the Residential Area~~ more than 79 Units of Development
within the Residential Area or more than 1149 Units of Development within the
Arlington Land until the Spine Road shall have been constructed as certified by
the County Council pursuant to the Section 38 Agreement and shall have been
made freely available and opened to all members of the public and to all traffic
(including pedestrians private motor vehicles cycles and buses and commercial
vehicles) at all times and for all purposes

4.23

Not to occupy dispose of or cause or permit occupation of ~~any Units of~~
~~Development within the Residential Area~~ more than 79 Units of Development
within the Residential Area or 1149 Units of Development within Arlington Land
until the Strategic Footpath and Cycle Network (Phase 1) shall have been
constructed as certified by the County Council pursuant to the Section 38
Agreement and shall have been made freely available and opened to all members
of the public for pedestrian and cycle use only at all times and for all purposes

4.24

Not to occupy dispose of or cause or permit occupation of more than 99 Units of
Development within the Residential Area or 49 Units of Development within the
District Centre or the Arlington Land until the Strategic Footpath and Cycle
Network (Phase 2) shall have been constructed as certified by the County Council
pursuant to the Section 38 Agreement and shall have been made freely available

and opened to all members of the public for pedestrians and cycle use only at all times and for all purposes

- 4.25 Not to occupy dispose of or cause or permit occupation of more than 99 Units of Development within the Residential Area or 1149 Units of Development within the [District Centre or] the Arlington Land until the Strategic Footpath and Cycle Route (Phase 3) shall have been constructed as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public for pedestrians and cycle use only at all times and for all purposes
- 4.26 Not to occupy dispose of or cause or permit occupation of more than 299 Units of Development within the Residential Area until the Strategic Footpath and Cycle Route (Phase 4) shall have been constructed as certified by the County Council pursuant to the Section 38 Agreement and shall have been made freely available and opened to all members of the public for pedestrians and cycle use only at all times and for all purposes
- 4.27 To repair and maintain the Spine Road the Strategic Footpath and Cycle Routes and the Strategic Transport Route 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
- 4.28 Upon completion of each part of the Spine Road and each phase of the Strategic Footpath and Cycle Routes and the Strategic Transport Route in 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 including pedestrians motorists emergency vehicles cyclists and other vehicle users and bus companies at all times and for all purposes pending their adoption as public highways maintainable at the public expense
- 4.29 Upon completion of the Spine Road in accordance with Sub-Clause 4.3 and the Strategic Footpath and Cycle Routes in accordance with Sub-Clause 4.4 and the Strategic Transport Route to allow the District Council and the County Council and all those authorised by them to enter ^{onto Arlington Land} 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 the Strategic Footpath and Cycle Network and/or the Strategic Transport Route 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 the Lessee and Arlington as soon as reasonably practicable

- 4.30 Upon adoption of any section of the Spine Road Arlington shall pay to the County Council a Spine Road Maintenance Sum towards its future maintenance
- 4.31 In the event that BAe Hatfield BP and/or Arlington fail to pay any financial contribution or to comply with their obligations under Clauses 4.1 to 4.29 the County Council and/or the District Council shall be entitled and authorised to enter the Arlington Land to construct repair and maintain the Spine Road the Strategic Footpath and Cycle Network and/or the Strategic Transport Route and to recover the full cost thereof and/or any payment which is due from BAe and/or from Arlington or on demand from the Bondsman pursuant to the Second Bond or the Fourth Bond as appropriate
- 4.32 Prior to occupation of any part of the Development on the Arlington Land to enter into and complete a supplemental agreement to extinguish the terms and provisions of an agreement dated 19th February 1981 2nd February 1984 21st July 1989 between Welwyn Hatfield District Council British Aerospace Public Limited Company and Hertfordshire County Council under the provisions of Section 52 of the Town and Country Planning Act 1971 to enable the emergency access from the Application Site onto Ellenbrook Roundabout to be used by passenger service vehicles pedestrians and cyclists or by emergency vehicles

BUS SERVICES

Public Transport

Positive Obligations

- 4.33 To pay the Transport Contribution to the County Council upon the following instalments :

- 4.33.1 Six hundred and eight two thousand three hundred and thirty three pounds (£682,333) to be paid prior to first occupation of any part of the Development
- 4.33.2 Six hundred and eight two thousand three hundred and thirty three pounds (£682,333) to be paid prior to first anniversary of the first occupation of any part of the Development
- 4.33.3 Six hundred and eight two thousand three hundred and thirty four pounds (£682,334) to be paid prior to the second anniversary of the first occupation of any part of the Development
- 4.33.4 Six hundred and sixty six thousand six hundred and sixty six pounds (£666,666.) to be paid prior to the first Occupation of the 550th Unit of Development to be occupied
- 4.33.5 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.) to be paid prior to the first anniversary of the first Occupation of the 550th Unit of Development to be occupied
- 4.33.6 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.) to be paid prior to the second anniversary of the first Occupation of the 550th Unit of Development to be occupied
- 4.33.7 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.) to be paid prior to the first Occupation of the 1450th Unit of Development to be occupied
- 4.33.8 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.00) to be paid prior to the first anniversary of the first Occupation of the 1450th Unit of Development to be occupied
- 4.33.9 Six hundred and sixty six thousand six hundred and sixty six pounds (£666,666.) to be paid prior to the second anniversary of the first Occupation of the 1450th Unit of Development to be occupied

4.33.10 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.) to be paid prior to the first Occupation of the 2050th Unit of Development to be occupied or completion of the Development if earlier

4.33.11 Six hundred and sixty six thousand six hundred and sixty seven pounds (£666,667.) to be paid prior to the first anniversary of the first Occupation of the 2050th Unit of Development to be occupied or completion of the Development if earlier

4.33.12 Six hundred and sixty six thousand six hundred and sixty six pounds (£666,666.) to be paid prior to the second anniversary of the first Occupation of the 2050th Unit of Development to be occupied or completion of the Development if earlier

Restrictions

4.34 Not to Commence until that part of the Transport Contribution payable under Sub-Clause 4.33.1 shall have been paid

4.35 Not to occupy or cause or permit Occupation of more than 549 Units of Development until that part of the Transport Contribution payable under Sub-Clause 4.33.1 to 4.33.4 shall have been paid

4.36 Not to occupy or cause or permit Occupation of more than 1449 ~~Units~~ Units of Development until that part of the Transport Contribution payable under Sub-Clause 4.33.1 to 4.33.7 shall have been paid

4.37 Not to occupy or cause or permit Occupation of more than 2049 Units of Development until that part of the Transport Contribution payable under Sub-Clause 4.33.1 to 4.33.12 shall have been paid

TRANSPORT SUBSIDY

4.38 To pay the Transport Subsidy to the County Council in the following four instalments

4.38.1 £120,000 (one hundred and twenty thousand pounds) prior to the first Occupation of any Units of Development

- 4.38.2 £110,000 (one hundred and ten thousand pounds) prior to the first Occupation of the 150th Unit of Development to be occupied
- 4.38.3 £110,000 (one hundred and ten thousand pounds) prior to the first Occupation of the 1000th Unit of Development to be occupied
- 4.38.4 £110,000 (one hundred and ten thousand pounds) prior to the first Occupation of the 1,900th Unit of Development to be occupied (or upon completion of the Development if earlier)
- 4.39 not occupy or cause or permit Occupation of any Unit of Development until they shall have paid the first instalment of the Transport Subsidy to the County Council
- 4.40 not occupy or cause or permit Occupation of more than 149 Units of Development until they shall have paid the second instalment of the Transport Subsidy to the County Council
- 4.41 not occupy or cause or permit Occupation of more than 999 Units of Development until they shall have paid the third instalment of the Transport Subsidy to the County Council
- 4.42 not occupy or cause or permit Occupation of more than 1899 Units of Development until they shall have paid the fourth instalment of the Transport Subsidy to the County Council

Green Transport Master Plan

- 4.43 Not to occupy or cause or permit the occupation of the Hotel Site the District Centre and the Commercial Area until:
- (a) the Site-Wide Travel Co-ordinator has been appointed whose duties shall include those described in Part 1 of Schedule Twelve and whose identity and qualifications have been submitted to and approved in writing by the County Council and the District Council
 - (b) the Green Transport Master Plan has been prepared by professional transportation consultants and approved in writing by the County Council

and the District Council (approval not to be unreasonably withheld or delayed)

4.44 To implement and comply with the requirements of the Green Transport Master Plan and not to occupy or cause or permit any part of the Development to be developed used or occupied other than in accordance with it and use its all reasonable endeavours to achieve the aims objectives and target set out therein and in the Hatfield Aerodrome SPG

4.45 Not to occupy or cause or permit to be occupied any building or buildings within the Hotel Site the District Centre and the Commercial Area until any purchaser lessee tenant or licensee has either:

(a) prepared a Green Transport Plan using professional transportation consultants which is consistent with and incorporates and expands upon and provide the details of those items contained in Paragraphs 4.2 5.2 5.4 to 5.7 inclusive 6.2 8.1 and 12 of Section 2 of Part 2 of Schedule 12 and such of the items in Paragraphs 4.3 5.3 6.3 7.2 9.2 and 10.2 thereof as are relevant to that purchaser tenant or occupiers business and which shall be in accordance with the provisions of the Hatfield Aerodrome SPG in general and paragraphs 7.27 to 7.42 in particular in respect of the building(s) the subject of the transfer lease or licence; and obtained the written approval of the County Council and the District Council to that Green Transport Plan (approval not to be unreasonably withheld or delayed); or

(b) it shall have covenanted with the County Council that it will implement the Green Transport Master Plan and that it has identified and instructed professional transportation consultants in writing (and provided a copy of such written instruction to the County Council) to prepare a Green Transport Plan for them which is consistent with and incorporates and expands upon and provide the details of those items contained in Paragraphs 4.2 5.2 5.4 to 5.7 inclusive 6.2 8.1 and 12 of Section 2 of Part 2 of Schedule 12 and such of the items in Paragraphs 4.3 5.3 6.3 7.2 9.2 and 10.2 thereof as are relevant to that purchaser tenant or occupiers business and which shall be in accordance with the provisions

of the Hatfield Aerodrome SPG in general and paragraphs 7.27 to 7.42 in particular for approval by the County Council and the District Council within 6 months of first occupation and shall have responded and had regard to any views of the County Council and District Council prior to submitting the final form of Green Transport Plan for their approval

and further that it will implement and comply with the requirements of the approved Green Transport Plan and use all reasonable endeavours to achieve the aims and objectives and target set out therein and in the Hatfield Aerodrome SPG **PROVIDED THAT** a Green Transport Plan will be required for the occupation of any building or buildings occupied by the same occupier which in aggregate exceed in total the size described in Section 4 of Part 2 of Schedule Twelve

- 4.46 To maintain in post a Site Wide Travel Co-ordinator and ensure that he or she carries out the duties described in Part 1 of Schedule Twelve and upon the resignation dismissal or other unavailability of any occupant of the post to take immediate steps to appoint another person to the post whose identity and qualifications have been approved in writing by the County Council and the District Council

EDUCATION PROVISIONS

Positive Covenants

- 4.47 Prior to the first Occupation of the 100th Open Market Dwelling or within six months from commencement of development within the Residential Area whichever shall be the earlier they shall

4.47.1 pay the Primary Education Contribution to the County Council:

4.47.2 procure that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Primary School Site; and

4.47.3 procure that the roads Services and Service Media referred to in Sub Clause 4.47.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Primary School for its intended purpose

Restrictive Covenants

- 4.48 Not to occupy or cause or permit Occupation of more than 99 Open Market Dwellings until:
- 4.48.1 the Primary Education Contribution shall have been paid to the County Council
 - 4.48.2 they shall have procured that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Primary School Site; and
 - 4.48.3 they shall have procured that the roads Services and Service Media referred to in Sub Clause 4.48.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Primary School for its intended purpose
- 4.49 Not to occupy or cause or permit occupation of more than 99 Dwellings until it shall have unconditionally delivered a duly executed transfer of the Primary School Site to the County Council in accordance with the Model Form of transfer contained in Schedule Eighteen
- 4.50 Not to occupy or cause or permit Occupation of more than 99 Open Market Dwellings until the Primary School Site has been transferred (having been previously remediated and completely freed from all contamination by and at the expense of BAe and Arlington) to the County Council by way of the Model Form of Transfer contained in Schedule Eighteen

Secondary Education

- 4.51 To pay the Secondary Education Contribution to the County Council in the following instalments:
- 4.51.1 £1,008,972 to be paid prior to the first Occupation of the 190th Open Market Dwelling to be occupied
 - 4.51.2 £1,008,972 to be paid prior to the first Occupation of the 380th Open Market Dwelling to be occupied

Restrictions

- 4.52 Not to occupy or cause or permit Occupation of more than 189 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.51.1. shall have been paid to the County Council
- 4.53 Not to occupy or cause or permit Occupation of more than 379 Open Market Dwellings until that part of the Secondary Education Contribution payable under Sub-Clause 4.51.2 shall have been paid to the County Council

CHILDCARE PROVISIONS

- 4.54 Prior to the first Occupation of the 100th Open Market Dwelling or within six months from commencement of development within the Residential Area whichever shall be the earlier they shall:
 - 4.54.1 pay the Childcare Contribution to the County Council; and
 - 4.54.2 procure that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Childcare Site; and
 - 4.54.3 procure that the roads Services and Service Media referred to in Sub Clause 4.54.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Childcare Facility for its intended purpose
- 4.55 Not to occupy or cause or permit Occupation of more than 99 Open Market Dwellings until:
 - 4.55.1 the Childcare Contribution shall have been paid to the County Council and
 - 4.55.2 they shall have procured that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Childcare Site; and
 - 4.55.3 they shall have procured that the roads Services and Service Media referred to in Sub Clause 4.55.2 are fully operational connected to

adopted highways and other adopted Services and Service Media and are adequate to serve the Childcare Facility for its intended purpose

Transfers

- 4.56 Not to occupy or cause or permit Occupation of more than 99 Dwellings until it shall have unconditionally delivered a duly executed transfer of the Childcare Site to the County Council (having been previously remediated and completely freed from all contamination by and at the expense of BAe and Arlington) in accordance with the Model Form of Transfer contained in Schedule Nineteen
- 4.57 Not to occupy or cause or permit Occupation of more than 99 Open Market Dwellings until the Childcare Site has been transferred (having been previously remediated and completely freed from all contamination by and at the expense of BAe and Arlington) to the County Council by way of the Model Form of Transfer contained in Schedule Nineteen

COMMUNITY CENTRE

- 4.58 Prior to the first Occupation of the 100th Open Market Dwelling or within six months of commencement of the development within the Residential Area if earlier they shall
- 4.58.1 pay the Community Centre Contribution to the District Council; and
- 4.58.2 procure that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Primary School Site; and
- 4.58.3 procure that the roads Services and Service Media referred to in Sub Clause 4.58.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Community Centre for its intended purpose
- 4.59 Not to occupy or cause or permit occupation of more than 99 Open Market Dwellings until:
- 4.59.1 the Community Centre Contribution shall have been paid to the District Council

4.59.2 they shall have procured that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Primary School Site; and

4.59.3 they shall have procured that the roads Services and Service Media referred to in Sub Clause 4.58.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Community for its intended purpose

BUS STOPS CONTRIBUTION

4.60 Prior to the first Occupation of 150 Units of Development they shall pay the first instalment of the Bus Stops Contribution of £136,000.00 (one hundred and thirty six thousand pounds) to the County Council

4.61 Prior to the first Occupation of 650 Units of Development they shall pay the second instalment of the Bus Stops Contribution in the sum of £100,000.00 (one hundred thousand pounds) to the County Council

4.62 Prior to the first Occupation of 1150 Units of Development they shall pay the third instalment of the Bus Stops Contribution in the sum of £100,000.00 (one hundred thousand pounds) to the County Council

4.63 Not to occupy or cause or permit occupation of more than 149 Units of Development until the first instalment of the Bus Stops Contribution shall have been paid to the County Council

4.64 Not to occupy or cause or permit occupation of more than 649 Units of Development until the second instalment of the Bus Stops Contribution shall have been paid to the County Council

4.65 Not to occupy or cause or permit occupation of more than 1149 Units of Development until the third instalment of the Bus Stops Contribution shall have been paid to the County Council

FOOTPATH/CYCLEWAY CONTRIBUTIONS

- 4.66 Prior to the first Occupation of any Units of Development they shall pay the first instalment of the Footpath/Cycleway Contributions in the sum of £131,331.00 to the County Council
- 4.67 Prior to the Occupation of 150 Units of Development they shall pay the second instalment of the Footpath/Cycleway Contributions in the sum of £125,000.00 to the County Council
- 4.68 Prior to the first Occupation of 650 Unit of Development they shall pay the third instalment of the Footpath/Cycleway Contributions in the sum of £125,000.00 to the County Council
- 4.69 Prior to the first Occupation of 1150 Unit of Development they shall pay the fourth instalment of the Footpath/Cycleway Contributions in the sum of £200,000.00 to the County Council
- 4.70 Not to occupy or cause or permit occupation of any Units of Development until the first instalment of the Footpath/Cycleway Contributions shall have been paid to the County Council
- 4.71 Not to occupy or cause or permit occupation of more than 149 Units of Development until the second instalment of the Footpath/Cycleway Contributions shall have been paid to the County Council
- 4.72 Not to occupy or cause or permit occupation of more than 649 Units of Development until the third instalment of the Footpath/Cycleway Contributions shall have been paid to the County Council
- 4.73 Not to occupy or cause or permit occupation of more than 1149 Units of Development until the fourth instalment of the Footpath/Cycleway Contributions shall have been paid to the County Council

CENTRAL BUS INTERCHANGE

- 4.74 Within 60 days of receipt of written notification by the County Council that a contract has been put out to tender for a bus interchange in the Hatfield town

centre or for an improved transport interchange at the Hatfield railway station they shall pay the Central Interchange Contribution to the County Council

FRAMEWORK PLANS

- 4.75 Not to Commence Development within any of the Residential Area the District Centre the Commercial Area or the Ellenbrook Park until Framework Plans relating to the relevant areas shall have been submitted to and approved by the District Council and the County Council and in the case of the Ellenbrook Park by the District Council the County Council and St Albans

OPEN SPACES

- 4.76 To lay out the Open Spaces in accordance with the Open Space Specification in accordance with a programme of implementation related to the pace of residential development which shall have been submitted to and approved by the District Council
- 4.77 Pending completion of an Open Space Transfer free from encumbrances and with vacant possession and full title guarantee in the form annexed in Schedule Five to lay out maintain and manage the Open Spaces to the reasonable satisfaction of the District Council St Albans and the County Council 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
- 4.78 Not to use cause or permit the Open Spaces to be used other than for landscape wildlife 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 at all reasonable times to freely use and enjoy the Open Spaces for open air recreational and amenity purposes

CENTRAL PARK

- 4.79 To permanently reserve Central Park as a landscaped open space and amenity area and for no other purpose

- 4.80 To lay out Central Park as a landscaped open space and amenity area in accordance with any approved Framework Plan and reserved matters approvals prior to the occupation of 50 Units of Development within the District Centre or the occupation of 100 Dwellings if earlier and thereafter to manage and maintain and preserve Central Park in perpetuity as a landscaped open space and amenity area free from litter and other detritus and in accordance with sound landscape management practice

ELLENBROOK PARK

- 4.81 Not to occupy more than 50 Units of Development until a Framework Plan and Landscape Management Document based on the principles set out in the Landscape Framework Document for the restoration enhancement and public use of Ellenbrook Park shall have been submitted to and approved by the District Council and St Albans
- 4.82 Not to occupy more than 700 Units of Development until the Establishment Works shall have been completed unless otherwise agreed in writing by the District Council
- 4.83 To lay out the Ellenbrook Park to the reasonable satisfaction of the District Council and St Albans in accordance with the Establishment Works identified in the Landscape Framework Document as clarified and identified in greater detail in the Framework Plan and Landscape Management Document within the first planting season following approval of the Landscape Management Document and to ensure that pending the grant of the Ellenbrook Park Lease of the Ellenbrook Park to the Ellenbrook Park Trust the Ellenbrook Park is at all times accessible and freely available to the public following Commencement of the Development (save during periods when public access needs to be excluded from parts thereof when landscaping or landscape maintenance works are being carried out or when minerals are being extracted pursuant to a planning permission)
- 4.84 To manage and maintain the Ellenbrook Park as an amenity space to the reasonable satisfaction of the District Council and St Albans for a period ("the Maintenance Period") expiring on the later of two years following completion of the Establishment Works or the completion of the Ellenbrook Park Lease of the Ellenbrook Park to the Ellenbrook Park Trust for formal and informal public

recreation and as a landscape and wildlife resource and to allow free public use enjoyment and access at all times throughout the year in accordance with the management objectives as set out in Schedule Seven and in the event of the District Council notifying Arlington of any failure to manage and maintain the Ellenbrook Park in accordance with the Landscape Framework Document and the approved Landscape Management Document or in the event of any neglect disrepair or damage within the Maintenance Period BAe and Arlington shall immediately rectify the same

- 4.85 Following the expiry of 2 years from completion of the Establishment Works it shall not occupy or cause or permit occupation of any further Development until it shall have granted the Ellenbrook Park Lease and paid the Ellenbrook Park Contribution to the Ellenbrook Park Trust unless the Ellenbrook Park Trust shall have declined to enter into the Ellenbrook Park Lease
- 4.86 Upon the grant of the Ellenbrook Park Lease of the Ellenbrook Park to the Ellenbrook Park Trust Arlington shall pay the Ellenbrook Park Contribution to the Ellenbrook Park Trust and shall also make available at their own cost and at no costs a park ranger and landscape consultant in accordance with the terms of the Ellenbrook Park Lease
- 4.87 Pending completion of the Ellenbrook Park Lease in accordance with Sub-Clause 4.81 Arlington shall maintain and manage Ellenbrook Park to the reasonable satisfaction of the District Council St Albans and the County Council including any equipment apparatus fencing planting and surfacing in good condition fit for use and in accordance with sound landscape and open space management practices and shall ensure that Ellenbrook Park is available at all times for controlled access and use by members of the public including all residents of the Development
- 4.88 In the event that Arlington fail to comply with their obligations under Sub-Clauses 4.82 4.84 and 4.87 to the reasonable satisfaction of the District Council St Albans and the County Council then the District Council St Albans and the County Council shall be entitled and authorised to enter the Ellenbrook Park to carry out all outstanding work as required under the provisions of Sub-Clauses 4.82 4.84 and 4.87 and to recover the full cost thereof from Arlington together

with interest on any costs which remain unpaid more than 28 days after the date on which such costs were first demanded

RIGHTS OF WAY

- 4.89 To identify and define within the Ellenbrook Park to the reasonable satisfaction of the District Council St Albans and the County Council a network of permissive footpaths/cycleways/bridleways in accordance with the provisions of the Landscape Framework Document within 6 months of Commencement
- 4.90 To identify and define construct layout and make available within the Ellenbrook Park as part of the Establishment Works to the reasonable satisfaction of the District Council St Albans and the County Council a network of footpaths/cycleways/bridleways in accordance with the provisions of the Landscape Framework Document and to permit public use of all footpaths/cycleways/bridleways as though they were public footpaths/cycleways/bridleways highways maintainable at the public expense at all times prior to and during the currency of the Ellenbrook Park Lease

FOOTPATHS/ BRIDLEWAYS

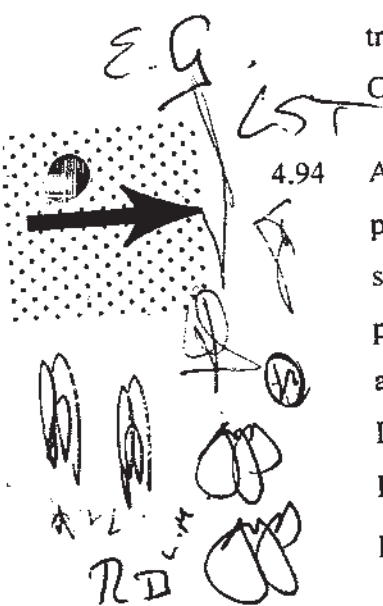
- 4.91 Not to occupy any Dwellings until it shall have entered into agreements with the County Council which provide:-
- (a) for that length of the existing public footpath known as the Colney Heath footpath Nos 14 and 15 which is within the Arlington Land to be widened and surfaced with uncontaminated crushed concrete to be laid alongside the existing public footpath in accordance with the specifications in the Landscape Framework Document and dedicated as a public bridleway
 - (b) for the footpath/cycleway shown coloured orange between points E and F on the Master Plan to be laid out and made available at all reasonable times for public use as a permissive footpath/cycleway until 31st December 2002 and notwithstanding the terms of any Section 38 Agreement this part of the Strategic Footpath and Cycle Routes shall be dedicated as public footpath/cycleway

maintainable at the public expense with effect from 1 January 2003

AFFORDABLE HOUSING

4.92 Not to commence the development within any phase or sub-phase of the Residential Area or the construction of any Dwellings within the District Centre unless and until Affordable Housing Land within that phase or sub-phase which is capable of accommodating 30% of all Dwellings within that Phase or sub-phase and which covers 25% of the Net Developable Area of that Phase or sub-phase shall have been designated and approved by the District Council

4.93 Not to cause or permit any development within any part of the Residential Area or the construction of any Dwellings within the District Centre to take place until such time as a detailed programme governing the size construction timing phasing tenure and dwelling mix of the Affordable Dwellings and the phases of development within which they are to be constructed within the Residential Area or the District Centre as appropriate and the numbers of Open Market Dwellings which may be occupied prior to completion of the Affordable Dwellings and their transfer to an RSL shall have been submitted to and approved by the District Council



4.94 Any application (whether for reserved matters approvals or for a separate planning permission) for residential development within the ^{Arlington ward} ~~Application Site~~ shall provide for 25% of all Dwellings comprised in that application to be provided as Affordable Rented Dwellings and 5% of all Dwellings in that application to be provided as Shared Ownership Dwellings on 25% of the Net Developable Area of the land comprised in that application – which Affordable Dwellings shall be separately identified as such by reference to detailed layout plans

4.95 To permanently reserve and set aside the Affordable Housing Land and 30% of all Dwellings approved and to be constructed pursuant to a Permission within the District Centre (which District Centre Affordable Dwellings shall have been previously identified and submitted to the District Council for approval prior to

their construction) for the provision of Affordable Dwellings and for no other purpose

- 4.96 To ensure the Affordable Rented Dwellings (which shall amount to 25% of all Dwellings) shall be permanently reserved for occupation by persons nominated by the District Council in strict accordance with the terms of the Nominations Agreement and are not disposed of or occupied by any other persons except as maybe authorised under the terms of the Nominations Agreement; and
- 4.97 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)
- 4.98 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 4.97 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
- 4.99 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 4.97 and 4.98
- 4.100 Not to dispose of or occupy or cause or permit occupation of any Shared Ownership Dwelling other than to a District Council Nominee
- 4.101 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

4.102 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

4.102.1 the purchaser or tenant or intended occupier for the time being of such unit is a District Council nominee; or

4.102.2 where the purchaser is an RSL AND that RSL shall have previously entered into a Nominations Agreement directly with the Council in respect of that Affordable Dwelling or the Affordable Housing Land on which it stands

4.103 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

4.104 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 Dwellings to be constructed thereon can be let at rental levels at or below those referred to in Sub-Clause 4.97 and 4.98 and otherwise strictly in accordance with the terms of this Deed

4.105 The locations dwelling mix and sizes of each Affordable Dwelling shall be as agreed in writing by the District Council in approving the Framework Plan for the Residential Area

4.106 Unless otherwise agreed by the District Council not to occupy or cause to be occupied more than 22% of the Open Market Dwellings in any phase or sub-phase of the development of the Residential Area or of the development of the District Centre until (1) 33% of the Affordable Dwellings within that phase or sub-phase shall have been completed fit for purpose and ready for occupation to the reasonable satisfaction of the District Council and disposed of with vacant possession free from encumbrances and full title guarantee 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 Services and Service Media and are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

- 4.107 Unless otherwise agreed by the District Council not to occupy or cause to be occupied more than 55% of the Open Market Dwellings in any phase or sub-phase of the development of the Residential Area or of development of the District Centre until (1) 53% of the Affordable Dwellings within that phase or sub-phase shall have been completed fit for purpose and ready for occupation to the reasonable satisfaction of the District Council and disposed of with vacant possession free from encumbrances and full title guarantee 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 Services and Service Media and are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose
- 4.108 Unless otherwise agreed by the District Council not to occupy or cause to be occupied more than 76% of the Open Market Dwellings in any phase or sub-phase of the development of the Residential Area or of development of the District Centre until (1) 71% of the Affordable Dwellings within that phase or sub-phase shall have been completed fit for purpose and ready for occupation to the reasonable satisfaction of the District Council and disposed of with vacant possession free from encumbrances and full title guarantee 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 Services and Service Media and are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose
- 4.109 Unless otherwise agreed by the District Council not to occupy or cause to be occupied more than 81% of the Open Market Dwellings in any phase or sub-phase of the development of the Residential Area or of the development of the District Centre until (1) all of the Affordable Dwellings within that phase or sub-phase shall have been completed fit for purpose and ready for occupation to the reasonable satisfaction of the District Council and disposed of with vacant possession free from encumbrances and full title guarantee 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 Services and Service Media and are fully operational and adequate to serve the relevant Affordable Dwellings for their intended purpose

- 4.110 The obligations contained in Sub-Clauses 4.97 to 4.102 shall not be binding upon any individual householder acquiring any Affordable Dwelling pursuant to a statutory right to buy the same under the Housing Act 1995

FIRE HYDRANTS

- 4.111 With regard to the water supply to the Development:

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

4.111.2 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

4.111.3 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

4.111.4 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

4.111.5 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

- 4.112 To pay the Library Contribution to the County Council prior to first Occupation of the 200th Open Market Dwelling

Restriction

- 4.113 Not to occupy or cause or permit Occupation of more than 199 Open Market Dwellings until it shall have paid the Library Contribution payable under Sub-Clause 4.112 to the County Council

OFF SITE TRAFFIC MANAGEMENT

Traffic Management

- 4.114 To pay the Traffic Management Contribution to the County Council upon the following instalments:

4.114.1 £45,000.00 prior to the occupation of 150 Units of Development

4.114.2 £110,906 prior to the occupation of 1900 Units of Development (or upon completion of the Development if earlier)

- 4.115 Not to occupy or cause or permit to be occupied:

4.115.1 more than 149 Units of Development until the sum referred to in Sub Clause [4.114.1] shall have been paid to the County Council

4.115.2 more than 1899 Units of Development until the sum referred to in Sub Clause [4.114.2] shall have been paid to the County Council

Parking Controls

To pay the Parking Controls Contribution to the County Council prior to the Commencement on the Arlington Land or the University Campus

Not to occupy or cause or permit Commencement on the Arlington Land until of the Parking Controls Contribution shall have been paid to the County Council

RECYCLING FACILITIES

4.116 To construct Recycling Facilities within the District Centre to the reasonable satisfaction of District Council within 12 months of the commencement of development within the District Centre

4.117 Not to occupy or cause or permit occupation of more than 50% of gross internal floorspace within the District Centre until the Recycling Facilities within the District Centre shall so far as reasonably practical have been completed to the reasonable satisfaction of the District Council and are accessible by private and commercial vehicles and available for use at all reasonable times by all members of the public and occupiers of the Development.

4.118 Following completion of the Recycling Facilities to ensure that at all times hereafter they shall

4.118.1 be kept in a safe clean neat and tidy condition and all hard surfaces are swept and cleared of debris on a daily basis

4.118.2 not be permitted to become a nuisance or an eyesore

4.118.3 be regularly emptied and properly managed and maintained in accordance with best waste management practices

4.118.4 be fully licensed

4.118.5 ensure the receptacles are kept in good order and condition and when necessary repaired or replaced

MATERIALS RECOVERY FACILITY

4.119 Prior to the commencement of any demolition or site clearance Arlington shall identify on the appropriate Framework Plan a site suitable for a Materials Recovery Facility which said site shall be reserved within six years or such shorter term as shall otherwise be agreed in writing by Hertfordshire County


Council from the date on which the Spine Road shall have been completed and made available for use by all traffic

4.120 BAe Hatfield BP and Arlington shall:

4.120.1 negotiate in good faith with any reputable operator wishing to operate the Materials Recovery Facility and to take a lease or licence thereof on open market terms at a level of rent or licence fee calculated by reference to the rental value thereof for the lower of (i) use within Use Class B2 and (ii) use within Use Class B8 having regard in each such case to the terms and conditions of the Permission and this Deed such value to be agreed between Arlington and the County Council or failing agreement to be determined under clause 9; and

4.120.2 give the County Council an option exercisable within six years of the date on which the Spine Road shall have been completed to purchase the freehold interest in the Materials Recovery Facility at the lower of its open market value for (i) use within Use Class B2 or (ii) use within Use Class B8 having regard in each such case to the terms and conditions of the Permission and this Deed such option to purchase to be with vacant possession with full title guarantee and free from encumbrances and on such terms as the Council shall reasonably require

6.5T
SMALL BUSINESS UNITS

35.1
4.121 Not to occupy more than 50,000 sq.m. of any commercial development within the ~~Application Site~~ *Arlington hard* until it shall have identified by reference to an approved layout plan an area within the Commercial Area which is capable of accommodating the Small Business Units 

7.2
4.122 Following identification of the area or areas referred to in Sub-Clause 4.123 it shall be permanently reserved and set aside for the construction of the Small Business Units

4.123 Not to construct promote advertise sell or let any unit (whether through amalgamation or new construction) within the area or areas referred to in Sub-Clause 4.123 which exceed the size limitations contained in the definition of Small Business Units AND not to cause or permit any individual occupier

company or business to occupy more than one Small Business Unit unless otherwise approved by the District Council

Incentive Measures

- 4.124 To pay to the District Council the Employment Development Contribution towards the cost of an employment development worker such contribution to be paid on 1st April 2001

HEALTH CENTRE

- 4.125 Prior to the Occupation of 50% of the District Centre floorspace to:-

4.125.1 construct and complete the Health Centre at no cost to the District Council and make same available on commercial terms to any doctors practises

4.125.2 procure that all necessary roads Services and Service Media shall have been constructed laid out completed and made available to the boundary of the Health Centre ; and

4.125.3 procure that the roads Services and Service Media referred to in Sub Clause 4.127.2 are fully operational connected to adopted highways and other adopted Services and Service Media and are adequate to serve the Health Centre for its intended purpose

4.125.4 Not to occupy or cause or permit occupation of more than 50% of the District Centre floorspace until the obligations contained in Sub Clauses 4.127.1 to 4.127.3 inclusive have been discharged to the satisfaction of the District Council

ARCHAEOLOGY

- 4.126 To allow the County Council and any nominated archaeology group to monitor and observe excavations at all times during development and to provide opportunities to record photograph catalogue and remove any observations and finds and subject to due acknowledgment to transfer the ownership to an appropriate local museum for the purposes of adding to the collections therein all archaeological finds and records collected and compiled during the

archaeological investigation of the Development other than those declared by Coroner's Inquest to be Treasure Trove

RESTRICTION ON USES

- 4.127 Not without the consent of the local planning authority to use any part of the Development other than in accordance with the mix disposition of uses and other restrictions objectives and initiatives in the approved Master Plan and the Framework Plans
- 4.128 Not without the written consent of the County and District Council and St Albans to use the Ellenbrook Park other than for landscaping planting and open air sports use by the film industry recreational community education and amenity uses nature study landscape and wildlife improvements and a network of footpaths bridleways and cycleways
- 4.129 Not without the consent of the local planning authority to use the District Centre other than for the following uses which shall not exceed the following built floorspace

Use	Maximum amount of built floorspace/acreage/Dwellings on all floors expressed as gross external floorspace in square metres
Health / medicine centre	186M ² floorspace
Day nursery / creche	(0.2Ha) 0.5 acre
Convenience retail store	1115M ² floorspace
Unit shops	5557M ² floorspace
Family Entertainment Centre	5110M ² floorspace
Health & Fitness Club	3716-4180M ²
Lifestyle Club	Only if it involved the use of Listed Hanger and incorporates the health and fitness club

Use	Maximum amount of built floorspace/acreage/Dwellings on all floors expressed as gross external floorspace in square metres
-----	--

above

Hotel as per approved Framework Plan

Themed Family restaurants 557-659M² floorspace

Drive-thru restaurant 325-465M² floorspace

Business Innovation Centre 6968M² floorspace

Residential Units 130 Dwellings

4.130 Not without the consent of the local planning authority to use the Residential Area other than for the construction of Dwellings and ancillary uses such as roads landscaping and open spaces

4.131 Not without the consent of the local planning authority to use the Commercial Area other than for the mix of uses in Sub-Class B1a Sub-Class B1b uses or Sub-Class B1c Use Class B2 Use Class B8 and up to 10 acres of Sui Generis uses with maximum floor space limits for each such Use Class and Sub Class as set out in paragraph 4.5 of the Hatfield Aerodrome SPG and restrictions on the application of the Use Classes Order and GDO provisions allowing change between uses within the identified Use Classes and Sub Classes

AVIATION HERITAGE CENTRE

4.132 Not without the written consent of the District Council to use cause or permit the use of the Aviation Heritage Centre other than as a facility/school/centre and/or museum for the display appreciation and study of aviation heritage and avionics together with ancillary and incidental uses

4.133 prior to disposal of the Aviation Heritage Centre it shall have been provided with all necessary rights easements roads Services and Service Media to enable its

operation and use for its intended purpose by its operators students and visiting members of the public

4.134 to reserve the Aviation Heritage Centre for a period of five years from the Commencement of the Development on the Arlington Land for disposal with vacant possession full title guarantee and free from incumbrances as a fully serviced site for the use described in sub clause 4.134 by a transfer for one peppercorn in accordance with the Model Form of Transfer in Schedule Twenty to a body or person nominated and approved by the District Council within 8 weeks of receipt of written notification by the District Council of nomination of such body or person and in the event of the District Council nominating any person who is willing to take a transfer thereof THEN NOT to occupy or cause or permit occupation of more than 50 additional Units of Development until it shall have unconditionally delivered a duly executed Model Form of Transfer of the Aviation Heritage Centre to that person

4.135 unless within a period of 5 years from the date of the Commencement of the Development on the Arlington Land (during which period the Aviation Heritage Centre shall have been genuinely available for disposal in accordance with Sub Clause 4.136) a body or person has been nominated and approved by the District Council or if all such bodies or persons so nominated and approved within the said five year period shall have failed to complete the transfer of the Aviation Heritage Centre on the terms set out in Sub Clause 4.136 and the Model Form of

4.136 Transfer through no fault of Arlington THEN Arlington shall be entitled to use or to dispose of the Aviation Heritage Centre for other purposes subject to all necessary consents and permissions being first obtained

4.137 Pending any transfer of the Aviation Heritage Centre Arlington shall maintain the same in a secure wind and water tight condition and shall ensure that the internal and external fabric of the building and its structure is maintained in good repair and condition in accordance with good building maintenance practice and its statutory obligations as the owner of a listed building and is not permitted to deteriorate or fall into a state of neglect

CAR PARKING

Commercial Area

Maximum Permitted Floorspace within the Commercial Area.

4.138 Not to use cause or permit the development and/or use of the Commercial Area other than for the forms of development described in the first column of Schedule the table in Sub-Clause 4.140

4.139 Not to use cause or permit the development and/or use of the Commercial Area for built development in excess of the maximum gross external floorspace thresholds referred to in the second column of the following table for the corresponding individual uses set out in the first column thereof

Uses Permitted within the Commercial Area	Maximum Permitted Floorspace within Commercial Area – expressed in square metres gross external area on all floors
Use Classes B1(a) and B1(b)	96,300
Use Classes B1(c)/B2	32,400
Use Class B8	45,342
SUI GENERIS	16,954

Uses Permitted within the Commercial Area	Maximum Permitted Floorspace within Commercial Area – expressed in square metres gross external area on all floors
HOTEL	as per Approved Framework Plan
Total of all permitted built development other than the Hotel within Commercial Area	178,726

Car Parking Ratios relating to maximum permitted floorspace

4.140 In developing and laying out the Commercial Area pursuant to the Permission the maximum number of car parking spaces for the stated type and quantum of built development appearing in the following table authorised under Sub Clause 4.140 shall not exceed those appearing in the same horizontal division of the following table

Nature of authorised development within the Commercial Area	Maximum number of Car Parking Spaces relating to corresponding amount of built development within the Commercial Area which are not to be exceeded	Maximum total of all permitted gross external floorspace on all floors to which car parking restrictions apply expressed in square metres
Use Class B1	Not more than 1 car parking space to each 22.5 square metres gross external floorspace	9,630
Use Class B1	Not more than 1 car parking space to each 28 square metres gross external floorspace	9,630

Nature of authorised development within the Commercial Area	Maximum number of Car Parking Spaces relating to corresponding amount of built development within the Commercial Area which are not to be exceeded	Maximum total of all permitted gross external floorspace on all floors to which car parking restrictions apply expressed in square metres
Use Class B1	Not more than 1 car parking space to each 36 square metres gross external floorspace	19,260
Use Class B1	Not more than 1 car parking space to each 40 square metres gross external floorspace	57,780
Use Class B2	Not more than 1 car parking space to each 35 square metres gross external floorspace	8,100
Use Class B2	Not more than 1 car parking space to each 41 square metres gross external floorspace	8,100
Use Class B2	Not more than 1 car parking space to each 52 square metres gross external floorspace	8,100
Use Class B2	Not more than 1 car parking space to each 60 square metres gross external floorspace	8,100
Use Class B8	Not more than 1 car parking space to each 35 square metres gross external floorspace	11,335.5

Nature of authorised development within the Commercial Area	Maximum number of Car Parking Spaces relating to corresponding amount of built development within the Commercial Area which are not to be exceeded	Maximum total of all permitted gross external floorspace on all floors to which car parking restrictions apply expressed in square metres
Use Class B8	Not more than 1 car parking space to each 64 square metres gross external floorspace	11,335.5
Use Class B8	Not more than 1 car parking space to each 80 square metres gross external floorspace	11,335.5
Use Class B8	Not more than 1 car parking space to each 100 square metres gross external floorspace	11,335.5
SUI GENERIS USES	Not more than 1 car parking space to each 40 square metres gross external floorspace	16,954

(so that by way of example: (1) no development within Use Class B1 shall have a car parking ratio of more than one car space per 22.5 sq metres; and (2) no development within Use Class B2 shall have a car parking ratio of more than one car space per 35 sq metres; (3) no development within Use Class B8 shall have a car parking ratio of more than one car space per 35 sq metres; and (4) no more than 9,630 sq metres of built development gross external floorspace within Use Class B1 within the Commercial Area shall have a car parking ratio of between 1 car space per 22.5 sq metres and 1 car space per 28 sq metres and (5) no more than 11,335.5 sq metres of built development within Use Class B8 shall have a car parking ratio of between one space per 80 sq metres and 1 space per 100 sq metres)

- 4.141 No individual development or building within the Commercial Area shall be constructed until Arlington: (1) shall have identified by notice in writing to the County and District Councils the applicable car parking ratio (within the overall limitations contained in Sub-Clause 4.141) for that development or building; and (2) shall have provided the County Council with a detailed plan showing the location and layout of the car parking provision which is to apply to it and the aggregate gross floorspace of all previous development in respect of which notification shall have been given to the District and County Councils under this Sub-Clause Provided Always that nothing in Sub-Clauses 4.141 shall require the development in the Commercial Area to be built or laid out in any particular sequence or order
- 4.142 Once the applicable car parking standard shall have been identified by notice in writing in accordance with Sub-Clause 4.142 that ratio of car parking shall be laid out and maintained at that level in the location and layout identified on the submitted plans and reserved for use as a car park in respect of the building to which it relates **PROVIDED ALWAYS THAT** following disposal of any individual building or site the principal liability for compliance with this Sub-Clause shall lie with the tenant/lessee/disponee and with the occupier of the relevant building and its related car parking and that the Council shall only seek to enforce this covenant against Arlington in the event that the tenant/lessee/disponee and occupier shall have failed to comply following service of notice to do so
- 4.143 Not to use any other land within the Commercial Area to be laid out as or used for car parking other than those areas specifically identified in Sub-Clause 4.142
- 4.144 To ensure that an express term is included within any lease licence or transfer of any part of the Commercial Area requiring the purchaser tenant or occupier to comply with the terms of the planning permission and this Deed including in particular the obligations relating to car parking
- 4.145 Not to Commence any Development within the Commercial Area until the Framework Plan for the Commercial Area shall have been approved and Arlington shall have submitted for the approval of the District Council and County Council written details of its proposed phasing and the mix of uses within

those phases for the permitted commercial development and shall have submitted written details together with a plan showing the respective phases and the car parking limitations and ratios relating to them

- 4.146 The maximum standards of car parking provision relating to each such designated phase provision shall be in strict accordance with and shall under no circumstances exceed the limitations set out in Sub-Clauses 4.141 and 4.142 and 4.143
- 4.147 Once the phasing and other details referred to in Sub Clause 4.142 shall have been submitted and approved by the District Council and County Council they shall not be varied without the express written consent of the District and County Councils
- 4.148 Not to cause or permit the laying out of and/or use of any car parking within the Commercial Area whether under the Permission or otherwise in excess of that approved pursuant to Sub Clauses 4.141 and 4.142
- 4.149 To ensure that any open areas within the Commercial Area which are not roads or authorised car spaces are kerbed or segregated from the authorised car parking areas or otherwise provided with a landscape treatment of a kind which would prevent cars and other vehicles parking thereon
- 4.150 To ensure that signage is in place to discourage any parking other than in designated parking areas within the Development
- 4.151 Not to cause or permit use any areas including the Spine Road and Strategic Transport Route which are not laid out and designated for approved parking areas under the Permission to be used for the parking or stationing of vehicles plant machinery or building materials

District Centre and Commercial Area

- 4.152 Not to permit occupation of any individual building within the District Centre or the Commercial Area until there shall have been submitted to and approved by the District Council and the County Council an On-Site Parking and Traffic Management Strategy for management staff employees customers shopkeepers

and visitors – the key components of which Strategy are set out in Schedule Thirteen Part 1 and Part 2 respectively

- 4.153 Upon first occupation and at all times thereafter to strictly observe perform and enforce the provisions of the approved Parking and Traffic Management Strategies

Mix Quantity and Disposition of Uses of Uses Restrictions

- 4.154 Not to use or develop any part of the Commercial Area the Residential Area the District Centre or the Ellenbrook Park other than in accordance with the nature (including restrictions preventing changes of use within Use Classes and Sub Classes so that for example the owners and occupiers of the site shall notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 not be entitled to change from Use Class B1(a) to Use Class B1(c) or vice versa without the express authority of the District Council and the County Council) parameters quantum mix and disposition of buildings and other land uses for each such area as contained in the Hatfield Aerodrome SPG and the provisions contained in this Deed

Sui Generis Uses

- 4.155 Up to 10 acres of land out of the approved 115 acres of employment nt land for which planning permission has been granted may be used for Sui Generis Uses in accordance with the terms of this and the Permission **PROVIDED THAT** the land required for such uses shall have been first identified by notice in writing to the District Council and such uses shall be restricted to the provision of the Materials Recovery Facility and to any other use which would not cause a nuisance or disturbance in a residential area and which uses which do not fall within any Use Class and shall include car showrooms or motor repairs but shall exclude the following:-

- 4.155.1 mixed uses composed of individual uses within different Use Classes
- 4.155.2 any form of retailing or quasi retailing including factory outlets auction rooms (other than car showrooms and motor repairs which may be provided)

- 4.155.3 markets and fairs
- 4.155.4 car breakers haulage contracting and haulage depots

Use Classes

- 4.156 Not to use cause or permit any development or change of use authorised or permitted by the Town and Country Planning Use Classes Order 1987 and/or the application of the Town and Country Planning (General Permitted Development) Order 1995 and whether or not falling within the same Use Class or Sub Class without the express consent of the District County and the County Council

Permitted Development Rights

- 4.157 Not to exercise use cause or permit the exercise of any permitted development rights as contained in or authorised by the Town and Country Planning (General Permitted Development) Order 1995 or otherwise within the Commercial Area save for a maximum of 100 sq metres of additional built floorspace in respect of each separately occupied individual building or each separately occupied collection of buildings in the same occupation but excluding the Small Business Units which shall enjoy no such rights without express written approval of the District Council

HIGHWAY WORKS

- 4.158 Not to occupy any Units of Development until the details of the UTC System and a programme of implementation of the UTC system in conjunction with the related Highway Improvements shall have been approved by the County Council
- 4.159 To carry out and complete the Highway Improvements appearing in the first column of the table in Schedule Eleven prior to the first occupation of the stated number of Units of Development or time limit appearing in the corresponding horizontal division of the second column of the Table appearing in Schedule Eleven AND for the purposes of this Sub-Clause the relevant item of the Highway Improvements and all related elements of the UTC System shall be deemed to have been completed when the County Council or the Highways Agency as appropriate shall have issued a final certificate of completion for the purposes of the related agreement under Section 278 of the Highways Act 1980

- 4.160 Not to occupy or cause or permit occupation of the stated number of Units of Development appearing in the second column of Schedule Eleven until the corresponding Highway Improvements and all related elements of the UTC System appearing within the same horizontal division of the said table shall have been completed AND for the purposes of this Sub-Clause the relevant item of the Highway Improvements shall be deemed to have been completed when the County Council or the Highways Agency as appropriate shall have issued a final certificate of completion for the purposes of the related agreement under Section 278 of the Highways Act 1980

SURRENDER OF EXISTING CONSENTS

- 4.161 BAe Hatfield BP and Arlington hereby surrender the Existing Consents with effect from commencement of the Development and undertake for themselves their Lessees and their successors in title not to use cause or permit the Application Site to be used or developed pursuant to or in accordance with those Existing Consents in so far as they remain in force or implementable and undertake not to apply for the renewal or extension thereof or the approval of details or reserved matters pursuant thereto or to appeal against the refusal or non determination of any such applications
- 4.162 Not to occupy or cause or permit occupation of more than 150 Units of Development until all Existing Buildings within the Application Site other than those shown on Plan 2 shall have been demolished

MONITORING

- 4.163 From first occupation of any Development and at monthly intervals or as otherwise agreed thereafter until completion of the Development they shall provide the County Council the District Council and St Albans with the number of Dwellings and Units of Development completed or occupied in the preceding month together with the totals to date and their reasonable estimate of the number of Dwellings and the number of Units of Development likely to be completed and occupied on the Application Site in the next succeeding calendar year
- 4.164 In addition to the obligation contained in Sub Clause 4.164 they shall notify the County Council the District Council and St Albans upon the reaching of any

trigger point or threshold of Dwelling occupations or thresholds of Units of Development occupations (together with the date when such trigger point or threshold was reached) which triggers a payment or other obligation and/or beyond which further Development cannot be occupied until such payment or other obligation shall have been satisfied

- 4.165 to promptly remove at no cost to the District Council the County Council or St Albans all or any contaminants or hazardous substances as defined in the Ellenbrook Park Lease from that part of the demised premises shown coloured yellow and indicated as "Medium Risk" on the plan attached to the Ellenbrook Park Lease and on such other parts of Ellenbrook Park as may be discovered shown or found through further investigation work to be "medium risk" and considered by the Environmental Health Departments of St Albans or the District Council to be in need of remediation - any such clean-up shall be carried out by the Landlord prior to or as part of the Establishment Works to the reasonable satisfaction of the relevant local planning and/or regulatory authorities and the said local planning authorities shall be responsible for determining whether any particular contaminants or hazardous substances represent medium risk contaminants and thereafter to reinstate the land and restore the landscape.

5 COVENANTS BY BAe AND THE UNIVERSITY

BAe and the University for themselves and their successors in title and assigns to the University Land and each and every part thereof hereby jointly and severally covenant with the County Council and separately with the District Council and with St Albans as follows:-

- 5.1 Not to Commence until the First Bond shall have been unconditionally delivered to the District Council duly executed and dated by the Bondsman
- 5.2 Not to Commence until the Second Bond shall have been unconditionally delivered to the County Council duly executed and dated by the Bondsman
- 5.3 Not to use cause or permit the University Land to be used or developed other than in broad accordance with the mix and disposition of uses contained in the approved Master Plan

- 5.4 Not to Commence the Development on any of the University Land until a Framework Plan for that Area shall have been submitted to and approved by the District Council
- 5.5 Not to carry out development within or use cause or permit the development use or occupation of the University Land other than in accordance with the mix and disposition of land uses and other details shown on an approved Framework Plan for the University Land

Obligations relating to the Spine Road the Strategic Footpath and Cycle Network and the Strategic Transport Route

Approval of Technical Details

- 5.6 Not to Commence any development until all necessary technical details of the Strategic Transport Route shall have been submitted to and approved by the County Council as local highway authority

On and Off Site Infrastructure and Construction Traffic

- 5.7 Not to cause or permit the University Land to be accessed by construction traffic other than via the Temporary Access and Haul Route (which shall both be closed upon the expiry of twelve months from Commencement) or from the Bishops Square roundabout following its improvement and completion or from the Spine Road Junctions with Hatfield Avenue following their completion

- 5.8 Not to carry out any form of development on the University Land which would obstruct frustrate or inhibit the construction completion adoption and use of the Spine Road the Strategic Transport Route and the Strategic Footpath and Cycle Routes for their intended purposes Provided Always that the Haul Route and Temporary Access may be laid out and used for a maximum period of twelve months from Commencement by construction traffic

- 5.9 Not to Commence other than laying of services and foundations until Section 38 Agreements and Section 278 Agreements shall have been entered into in relation to the construction dedication and adoption of and contracts shall have been let for the Strategic Transport Route the Galleria Roundabout Improvement and the Comet Way/Bishops Square Junction Improvements/in accordance with details *and those parts of the Spine Road providing access from Bishops Square to the University land*

and a timetable of implementation previously submitted to and approved by the County Council and under which the County Council shall have "step-in" rights to complete all or any such works if at any stage the approved timetable of implementation is not met

5.10 Not to cause or permit construction traffic to approach or leave the University Land via Coopers Green Lane and to instruct all contractors sub contractors and suppliers accordingly and to use all reasonable endeavours to ensure compliance

5.11 Not to occupy dispose of or cause or permit any use or occupation of the University Campus by students or any other persons other than university staff until the Strategic Transport Route/shall have been constructed as certified by the County Council pursuant to a Section 38 / Section 278 Agreement and shall have been made freely available and opened to all members of the public and to traffic (including pedestrians private motor vehicles cycles and buses and commercial vehicles as indicated on the Master Plan) at all times and for all purposes

and these parts of the spine road providing access from Bishop's Square to the University hard

5.12 In developing and laying out the University Land pursuant to the Permission the maximum number of car parking spaces shall not exceed one car parking space for each 40 sq. m. of gross external floorspace for academic buildings

5.13 In developing and laying out the University Land pursuant to the Permission not to commence construction of any development until such time as a detailed car parking layout shall have been submitted and approved by the County Council and the District Council

5.14 Once the approved car parking layout referred to in Sub-Clause 5.13 shall have been laid out it shall not be altered or extended without the express written approval of the District Council and the County Council

5.15 Not to permit occupation of any individual building within or forming part of the University Land until there shall have been submitted to and approved by the District Council and the County Council an On-Site Parking and Traffic Management Strategy for staff students and visitors – the key components of which Strategy are set out in Schedule Thirteen

5.16 Save as agreed in any approved On-Site Parking and Traffic Management Strategy not to use cause or permit any students other than disabled persons to

park private motor vehicles on any part of the University Land save for times when they are first moving in or leaving the University Land

- 5.17 Upon first occupation and at all times thereafter to strictly observe perform and enforce the provisions of the approved On-Site Parking and Traffic Management Strategy
- 5.18 Not without the consent of the local planning authority to use the University Land other than for the construction of an extension to the University of Hertfordshire and for educational buildings within Use Class D1 and/or a sports centre (principally for student use) within Use Class D2 and/or student residential accommodation (which for the avoidance of doubt may include conference accommodation out of term time) within Use Class C2 of the Town and Country Planning (Use Classes) Order 1987 and a launderette (whether in one block or separate blocks) of not more than an aggregate of 1,000 square feet gross external area and ancillary car parking and such temporary retail convenience facilities of not more than 1,500 square feet in aggregate as may be necessary to serve those resident on the University until such time as alternative facilities selling similar goods and items have been provided in the locality
- 5.19 To construct the Recycling Facilities within the University Campus to the reasonable satisfaction of District Council within 12 months of the University opening.
- 5.20 Following completion of the Recycling Facilities in the University Campus to ensure that at all times hereafter they shall
 - 5.20.1 be kept in a safe clean neat and tidy condition and all hard surfaces are swept and cleared of debris on a daily basis
 - 5.20.2 not be permitted to become a nuisance or an eyesore
 - 5.20.3 be regularly emptied and properly managed and maintained in accordance with best waste management practices
 - 5.20.4 be fully licensed

5.20.5 the receptacles are kept in good order and condition and when necessary repaired or replaced

5.21 Not to use cause or permit the University Sports Ground to be used or developed other than for landscaped playing fields for open air sports and recreational use by the University and for Dual Use Facilities

5.22 To lay out the University Sports Ground as landscaped playing fields for the use of the University and for Dual Use Facilities including ancillary changing facilities

5.23 Thereafter to manage or maintain the University Sports Ground in accordance with good grounds keeping and landscape management practice

Green Transport Master Plan

5.24 Not to occupy or cause or permit the occupation of the University Land until:

(a) the Site-Wide Travel Co-ordinator has been appointed whose duties shall include those described in Part 1 of Schedule Twelve and whose identity and qualifications have been submitted to and approved in writing by the County Council and the District Council

(b) the Green Transport Master Plan has been prepared and approved in writing by the County Council and the District Council (approval not to be unreasonably withheld or delayed)

5.25 Not to occupy or cause or permit to be occupied any building or buildings within the University Land until either:

(a) it has prepared a Green Transport Plan using professional transportation consultants which is consistent with and incorporates and expands upon and provide the details of those items contained in Paragraphs 4.2 5.2 5.4 to 5.7 inclusive 6.2 8.1 and 12 of Section 2 of Part 2 of Schedule Twelve and such of the items in Paragraphs 4.3 5.3 6.3 7.2 9.2 and 10.2 thereof as are relevant to the University's activities and which shall be in accordance with the provisions of the Hatfield Aerodrome SPG in general and paragraphs 7.27 to 7.42 in particular in respect of the building(s) and

obtained the written approval of the County Council and the District Council to that Green Transport Plan (approval not to be unreasonably withheld or delayed); or

- (b) it shall have covenanted with the County Council that it will implement the Green Transport Master Plan and that it has identified and instructed professional transportation consultants in writing (and provided a copy of such written instruction to the County Council) to prepare a Green Transport Plan for them which is consistent with and incorporates and expands upon and provide the details of those items contained in Paragraphs 4.2 5.2 5.4 to 5.7 inclusive 6.2 8.1 and 12 of Section 2 of Part 2 of Schedule Twelve and such of the items in Paragraphs 4.3 5.3 6.3 7.2 9.2 and 10.2 thereof as are relevant to the University's activities and which shall be in accordance with the provisions of the Hatfield Aerodrome SPG in general and paragraphs 7.27 to 7.42 in particular for approval by the County Council and the District Council within 6 months of first occupation and shall have responded and had regard to any views of the County Council and District Council prior to submitting the final form of Green Transport Plan for their approval

- 5.26 and further that it will implement and comply with the requirements of the approved Green Transport Plan and use all reasonable endeavours to achieve the aims and objectives and target set out therein and in the Hatfield Aerodrome SPG Not to use the University Sports Ground other than for open air sports and recreational use including ancillary changing facilities

DUAL USES

- 5.27 The University Sports Ground and other indoor and outdoor sports and community facilities within and adjoining the University Campus shall be made available for Dual Use Facilities by way of short term lettings and one-off hirings to local residents sports clubs community/residents groups and schools and associations during University holidays evenings and other off-peak periods when not required for use by the University and shall provide to the District Council from time to time a report of the times when the said facilities are so available

and details of its costs and hire charges and the person and contact details through whom bookings may be arranged

ARCHAEOLOGY

- 5.28 To allow the County Council and any nominated archaeology group to monitor and observe excavations at all times during development and to provide opportunities to record photograph catalogue and remove any observations and finds and subject to due acknowledgment to transfer the ownership to an appropriate local museum for the purposes of adding to the collections therein all archaeological finds and records collected and compiled during the archaeological investigation of the Development other than those declared by Coroner's Inquest to be Treasure Trove

MIX QUANTITY AND DISPOSITION OF USES OF USES RESTRICTIONS

- 5.29 Not to use or develop any part of the University Land other than in accordance with the nature (including restrictions within Use Classes parameters quantum mix and disposition of buildings and other land uses for the University Land as contained in the Hatfield Aerodrome SPG and the other provisions restrictions and limitations contained in this Deed

USE CLASSES

- 5.30 Not to use cause or permit any development or change of use authorised or permitted by the Town and Country Planning Use Classes Order 1987 and/or the application of the Town and Country Planning General Permitted Development Order 1995 and whether or not falling within the same Use Class without the express consent of the District Council and the County Council

FIRE HYDRANTS

- 5.31 With regard to the water supply to the University Land:
- 5.31.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS750 (1984) as reasonably and properly required by the County Council acting in its capacity as Hertfordshire Fire and Rescue Service ("the Service")

- 5.31.2 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
- 5.31.3 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
- 5.31.4 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
- 5.31.5 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
- 5.32 If and when required by the County Council the District Council or St Albans to enter into and complete a supplemental agreement to extinguish the terms and provisions of an agreements dated 19th February 1981 2nd February 1984 21st July 1989 between Welwyn Hatfield District Council British Aerospace Public Limited Company and Hertfordshire County Council under the provisions of Section 52 of the Town and Country Planning Act 1971 to enable the emergency access from the Application Site onto Ellenbrook Roundabout to be used by passenger service vehicles pedestrians and cyclists or by emergency vehicles]

County Council's Covenants

6 TRANSPORT

The County Council covenants with Arlington

- 6.1 That upon receipt of any part of the Transport Contribution it shall hold the same in an interest bearing account and use the Transport Contribution and any interest accrued thereon towards the provision of new bus services and/or the improvement of existing bus services with a destination within or adjoining the Application Site and any related purpose including for the avoidance of doubt the provision of subsidies to bus operating companies the purchase/rental/lease 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 all in accordance with the Hatfield Aerodrome SPG
- 6.2 That upon receipt of any part of the Transport Subsidy it shall hold the same in an interest bearing account and use the Transport Subsidy and any interest accrued thereon towards :
- 6.2.1 provision of subsidies to bus operator companies to provide free or discounted fares for residents occupiers and employees of the Development and/or
 - 6.2.2 to provide residents and employees and/or their staff with vouchers / season tickets / loans bus passes or other schemes and incentives to use local bus services and/or
 - 6.2.3 to promote or advertise the availability of bus services
- 6.3 That upon receipt of any part of the Traffic Management Contribution it shall hold the same in an interest bearing account and use the Traffic Management

Contribution and any interest accrued thereon towards inter alia the design and implementation of traffic calming schemes including public consultation and the publication of Traffic Regulation Orders in the Birchwood Residential Estate Woods Avenue Travellers Lane and Bishops Rise within the context of the Hatfield Aerodrome SPG

- 6.4 That upon receipt of any part of the Parking Controls Contribution it shall hold the same in an interest bearing account and use the Parking Controls Contribution and any interest accrued thereon towards inter alia the design implementation and enforcement of parking control schemes including public consultation and the publication of Traffic Regulation Orders in the Ellenbrook residential estate and in Hatfield Garden Village within the context of the Hatfield Aerodrome SPG
- 6.5 That upon receipt of any part of the Footpath/Cycleway Contributions it shall hold the same in an interest bearing account and use the Footpath/Cycleway Contributions and any interest accrued thereon towards inter alia the design and implementation of schemes to encourage walking and cycling including public consultation and the publication of traffic regulation orders within the context of the schemes identified in the Hatfield Aerodrome SPG
- 6.6 That upon receipt of any part of the Bus Stops Contribution it shall hold the same in an interest bearing account and use the Bus Stops Contribution and any interest accrued thereon towards inter alia the design and implementation of improvements to bus stops including public consultation and the publication of Traffic Regulation Orders within the context of the Hatfield Aerodrome SPG using the Bus Stop Specification in Schedule Fourteen
- 6.7 That upon receipt of any part of the Central Interchange Contribution it shall hold the same in an interest bearing account and use the Central Interchange Contribution and any interest accrued thereon towards the construction of inter alia the design and implementation of a bus interchange in Hatfield town centre and/or improvements to the interchange facilities at Hatfield railway station including public consultation and the publication of traffic regulation orders within the context of the Hatfield Aerodrome SPG and related works

EDUCATION

- 6.8 To hold the Primary Education Contribution in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to person from whom it was received any part unspent or uncommitted by the letting of a contract ten years after completion of the Development together with interest accrued thereon
- 6.9 Not to expend the Primary Education Contribution otherwise than to meet the cost of providing school buildings classrooms facilities and equipment within the Application Site and or transporting pupils from the Development to the Howe Dell Primary School pending completion of the Primary School
- 6.10 To grant Arlington the opportunity to tender for the contract for the construction of the Primary School and the Childcare Facility
- 6.11 To hold the Secondary Education Contribution in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to person from whom it was received any part unspent or uncommitted by the letting of a contract fifteen years after completion of the Development together with interest accrued thereon
- 6.12 Not to expend the Secondary Education Contribution otherwise than to meet the cost of providing school buildings classrooms and/or facilities and equipment at any secondary schools within the District Council's and/or St Albans City and District Council's administrative areas serving the locality of the Development
- 6.13 To hold the Childcare Contribution in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to person from whom it was received any part unspent or uncommitted by the letting of a contract fifteen years after completion of the Development together with interest accrued thereon
- 6.14 Not to expend the Childcare Contribution other than to meet the cost of providing childcare facilities within the Application Site whether as a separate building or as an integral part of the Primary School complex as provided in this Deed

LIBRARY

- 6.15 To hold the Library Contribution in an interest bearing account or a separately identified section of the County Council's combined accounts and to refund to person from whom it was received any part unspent or uncommitted by the letting of a contract fifteen years after completion of the Development together with interest accrued thereon
- 6.16 not to expend the Library Contribution other than to meet the cost of providing library facilities, buildings, books or equipment or other community information materials or equipment within the District Council's administrative area

Pay Back

- 6.17 subject only to the provisions of Sub-Clause 8.1 to repay any unspent contributions referred to in Sub-Clauses 6.1 to 6.6 or unspent parts thereof together with all unspent accrued interest to the person from whom they were received in so far as they remain unspent on the 15th anniversary of the date of their receipt

The District Council's Covenants

7 COMMUNITY FACILITY CENTRE AND HEALTH CENTRE

The District Council covenants with Arlington that

upon receipt of the Community Centre Contribution it shall hold the same in an interest bearing account and expend the Community Centre Contribution and any accrued interest upon the provision of a Community Centre

- 7.1 Arlington (on its own or in partnership with others) will be given an opportunity of tendering for the construction of the Community Centre

PAYBACK

- 7.2 Subject to the provisions of Clause 8 to repay all unspent contributions received under Clause 7 or unspent parts thereof together with all unspent accrued interest

to that person from whom they were received in so far as they remain unspent on the 15th anniversary of their receipt

8 DECLARATION

- 8.1 It is hereby agreed that if prior to the receipt of any of the contributions referred to in this Agreement either the County Council or the District Council as the case may be incurs any expenditure in providing additional works buildings services equipment or 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 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 under Clauses 6 and 7 or otherwise 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
- 8.2 The District Council the County Council as local education authority and Arlington shall co-operate and act in good faith towards each other and use their best endeavours to establish (by reference to proving layouts to be prepared in draft by Arlington in consultation with the officers of the District and County Council) whether the whole or part of the Childcare Facility and any related parking circulation and landscaping areas can be satisfactorily accommodated (in whole or in part) within the Primary School Site
- 8.3 If the proving layouts can be shown to demonstrate to the reasonable satisfaction of the District Council (in its capacity as Planning Authority) and the County Council in its capacity as planning authority and as education authority that all or part of the Childcare Facility and any related parking circulation and landscaping can be satisfactorily accommodated within the Primary School Site in addition to the Primary School the Community Centre and any related parking circulation landscaping and open space then the Childcare Site shall be reduced by an equivalent area and all references in this Deed to the Childcare Site as a site

measuring 0.5 acres in extent shall be automatically deemed to have been adjusted downwards accordingly

- 8.4 Any scheme agreed between the parties must also be approved as part of Reserved Matters submissions and/or further application by the relevant planning authority before any adjustment is made to the size of the Childcare Site

9 DISPUTES AND THIRD PARTY RIGHTS

- 9.1 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

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

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

9.2.2 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

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

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

9.2.5 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 9.2.4 or if none the expiry of the period referred to in clause 9.2.4.

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

9.2.7 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 re-imburse any expert's fees already paid by the other party

9.3 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

10 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions contained herein on any person who is not a party hereto

11 NOTICES

Any Notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service to the following officials / person at the respective addresses hereinafter specified:-

In respect of the District Council:
Welwyn Hatfield District Council
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE

In respect of the County Council:
Hertfordshire County Council
County Hall
Hertford
Hertfordshire SG13 8DE

In respect of St Albans:
PO Box 2
District Council Offices
St Peter's Street
St Albans AL1 3JE

In respect of Hatfield Business Park:
Arlington House
Arlington Business Park
Theale Reading
Berkshire RG7

In respect of BAe:

Warwick House

PO Box 87

Farnborough Aerospace Centre

Farnborough

Hants GU14 6YU

In respect of Arlington:

Arlington House

Arlington Business Park

Thaeale Reading

Berkshire RG7 4SA

In respect of the University of Hertfordshire

Higher Education Corporation:

Hatfield Campus

College Lane

Hatfield

Hertfordshire AL10 9AB

SCHEDULE ONE

AFFORDABLE DWELLINGS

Standard of Accommodation

All of the Affordable Dwellings shall be constructed fitted out and equipped in accordance with the prevailing standards and requirements of the Housing Corporation in terms of their accommodation build quality internal space requirements facilities fixtures fittings and equipment or with the requirement of any body which shall succeed to or be or delegated the functions of the Housing Corporation

Fit for Purpose

All of the Affordable Dwellings shall be constructed and equipped in accordance with the paragraph above and shall be connected to all mains services and any gardens garages and outbuildings and communal car parking areas shall be completed and fit for normal residential use and occupation

SCHEDULE TWO
SCHEDULE OF OWNERSHIPS

Part 1
(Freehold Title)

1. BAe Systems Plc: Title number HD39202 and HD382928
2. Hatfield Business Park Limited: Title number HD297610
3. Arlington Property Developments Limited (Arlington) has the benefit of an Agreement dated 9 October 1998 as varied by the Agreement dated 7 June 2000 between
 - (1) BAe Systems plc (then known as British Aerospace Public Limited Company)
 - (2) Arlington Property Developments Limited (then known as Arlington Securities (1998) Limited)
4. University of Hertfordshire Higher Education Corporation (University) has the benefit of an Agreement dated 7 June 2000 between
 - (1) BAe Systems plc
 - (2) University of Hertfordshire Higher Education Corporation
 - (3) Arlington Securities (1998) Limited

Part 2
Schedule of Lessees Interests and Details of Termination

This Schedule is to be read in conjunction with Plan 7

Marketing Display Centre (University of Hertfordshire)

Lease dated 15 October 1999 between British Aerospace Public Limited Company and The University of Hertfordshire Higher Education Corporation relating to The Marketing Display Centre Trident avenue Comet Way Hatfield.

Notice was served on 13 September this year providing for vacant possession to be given on 15 January 2001

Machine Shop Annexe (University of Hertfordshire)

Lease dated 15 October 1999 between British Aerospace Public Limited Company and The University of Hertfordshire Higher Education Corporation relating to The Machine Shop Annexe Trident Avenue Comet Way Hatfield.

Notice was served on 13 September this year providing for vacant possession to be given on 15 January 2001

Southern Car Park (University of Hertfordshire)

Lease dated 15 October 1999 between British Aerospace Public Limited Company and The University of Hertfordshire Higher Education Corporation relating to The Southern Car Park Comet Way Hatfield.

Notice was served on 13 September this year providing for vacant possession to be given on 15 January 2001

Part Southern Car Park (Cormar Holdings Limited)

Lease dated 5 September 2000 between BAE Systems Plc and Cormar Holdings Limited relating to Part of The Southern Car Park Comet Way Hatfield.

The tenant holds a contracted out lease which expires on 31 December 2000

Part Southern Car Park (W Waters and Sons Limited)

Tenancy at Will dated 4 June 1996 between British Aerospace plc and W Waters & Sons Ltd.

Notice was served on 13 September terminating the tenancy with effect from 31 December 2000

Car Parking at Comet Way (W Waters and Sons Limited)

Tenancy at Will dated 30 May 1997 made between British Aerospace plc and W Waters & Sons Ltd.

Notice was served on 13 September terminating the tenancy with effect from 31 December 2000

Test Facility (Honeywell UK Limited)

Lease dated 23 August 2000 between BAE Systems Plc and Honeywell UK Limited relating to Engine Run Stand Hatfield Aerodrome.

This is a contracted out lease that expires on 31 December 2000

BU 54 (Computacenter Ltd)

Lease dated 28 March 2000 between British Aerospace Public Limited Company and Computacenter (UK) Limited relating to Flight Test Hangar BU54 Comet Way Hatfield Herts.

Notice was served on 13 September requiring vacant possession on 15 January 2001

Various Land and Buildings (Band of Brothers Limited)

The film company holds a contracted out lease, which expires on 31 March 2001. Whilst the lease contains the ability for the tenant to determine earlier upon not less than three months prior written notice, it also contains an option to renew for a further period of not less than one week and not more than twelve weeks from 1st April 2001 for which they are required to serve notice on BAe before 31st December 2000. Arlington expect to obtain full vacant possession at the beginning of March.

Whilst the lease set out a formal demise, it also provides for BAe to make reasonably available additional sections of the aerodrome at no cost. There is an agreed form of licence and, to date, the only remaining occupation covered by such situation is in respect of the two main hangars which they are due to vacate by 31 December 2000.

The Sports and Social Club Hatfield

Lease dated 11 August 2000 between Hatfield Business Park Limited and The Trustees of the De Havilland (Hatfield) Sports and Social Club relating to The Sports and Social Club Hatfield.

Contracted out lease determinable on a not less than 3 months notice.

Utilities

Lease dated 3 January 1984 made between British Aerospace (1) and The Eastern Electricity Board (2) for a term of 99 years from 1.12.83. Current tenant Eastern Group plc [entry 14 Charges Schedule HD 39202]

Lease dated 12th October 1989 made between British Aerospace plc (1) Oaklands College (2) and Eastern Group plc (3) for a term of 99 years from 15.5.95. Current tenant Eastern Group plc [entry 29 Charges Schedule HD 39202]

Lease dated 15.5.95 made between British Aerospace plc (1) Oaklands College (2) and Eastern Group plc (3) for a term of 99 years from 15.5.95. Current tenant Eastern Group plc [Entry 29 Charges Schedule HD 39202].

SCHEDULE THREE

First Bond FORM OF BOND

BY THIS BOND we BAe Systems Plc Hatfield Business Park Limited and Arlington Property Developments Limited 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 the Welwyn Hatfield District Council (hereinafter called "the Council") in the sum of Two hundred and five thousand pounds (£205,000) (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) City and District of St Albans District Council (3) British Aerospace Plc (4) Arlington Securities (1998) Limited (5) Computacenter Limited (6) and The University of Hertfordshire Higher Education Corporation Plc (7) relating to the development of land known as Hatfield Aerodrome, Hatfield Avenue, Hatfield ("the Agreement") the Developer has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Clauses 3 and 4 thereof

NOW THE CONDITION of this Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the Agreement on the Developer's part to be performed and observed and 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 or any of its successors in title the Surety shall satisfy and discharge the obligations payments including any indexation and any interest for late payments or damages sustained by the Council thereby and shall make the 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 it 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 re Ellenbrook Park Lease the Surety from any liability under this Bond

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

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

DATED the day of

SCHEDULE FOUR

Part 1

Second Bond

FORM OF BOND

BY THIS BOND we BAe Systems Plc Hatfield Business Park Limited and Arlington Property Developments Limited 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 the Hertfordshire County Council (hereinafter called "the Council") in the sum of £8,900,000 (eight million nine hundred thousand pounds)(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) City and District of St Albans District Council (3) British Aerospace Plc (4) Arlington Securities (1998) Limited (5) Computacenter Limited (6) and The University of Hertfordshire Higher Education Corporation Plc (7) relating to the development of land known as Hatfield Aerodrome, Hatfield Avenue, Hatfield ("the Agreement") the Developer has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called "the Payments") as provided in Clause 3 and 4 thereof

NOW THE CONDITION of this Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the Agreement on the Developer's part to be performed and observed and 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 or any of its successors in title the Surety shall satisfy and discharge the obligations payments including any indexation and any interest for late payments or damages sustained by the Council thereby and shall make the 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 it 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

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

DATED the day of

Part 2

Third Bond

FORM OF BOND

BY THIS BOND we BAe Systems Plc Hatfield Business Park Limited and Arlington Property Developments Limited 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 the Hertfordshire County Council (hereinafter called “the Council”) in the sum of £6,000,000 (six million pounds) (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) City and District of St Albans District Council (3) British Aerospace Plc (4) Arlington Securities (1998) Limited (5) Computacenter Limited (6) and The University of Hertfordshire Higher Education Corporation Plc (7) relating to the development of land known as Hatfield Aerodrome, Hatfield Avenue, Hatfield (“the Agreement”) the Developer has undertaken to make certain payments including indexation and interest for late payment to the Council (hereinafter called “the Payments”) as provided in Clauses 3 and 4 thereof

NOW THE CONDITION of this Bond is such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the Agreement on the Developer's part to be performed and observed and 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 or any of its successors in title the Surety shall satisfy and discharge the obligations payments including any indexation and any interest for late payments or damages sustained by the Council thereby and shall make the Payments (including indexation and interest for late payment) when demanded by the Council up to the amount of the Bonded Sum, then this

part to be performed and observed and 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 or any of its successors in title the Surety shall satisfy and discharge the obligations payments including any indexation and any interest for late payments or damages sustained by the Council thereby and shall make the 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 it 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 Bond Sum will be automatically reduced by the amount 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

1. Stamp Duty
<input type="checkbox"/> It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987 <input type="checkbox"/> 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 £
2. Title number(s) out of which the Property is transferred
3. Other title number(s) against which matters contained in this transfer are to be registered
4. Property transferred The Property is defined: <input checked="" type="checkbox"/> on the attached plan A and shown edged red
5. Date
6. Transferor [] (Company Number) whose registered office is at
7. Transferee for entry on the register Welwyn Hatfield District Council or its nominee
8. Transferee's intended address(es) for service in the U.K. for entry on the register
9. The Transferor transfers the Property to the Transferee.

10. Consideration

- ☐ The Transferor has received from the Transferee for the Property the sum of
☒ ONE POUND (£1)
☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust

- ☐ 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

13. Additional Provisions

1. Definitions

- "Access Road"** means a roadway together with footways on both sides and a cycleway on one side of the roadway and separate connection points to be constructed to adoptable standards for access to and egress from the Property all to such design and specification as the Transferee may reasonably require which roadway footways and cycleway shall in any event connect the Property to the adopted highway or such highway as is subject to an adoption agreement and open for public use
- "APDL"** means Arlington Property Developments Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA
- "Estate Roads"** all roads accessways and footpaths within the Park which do not exclusively serve a single occupier or group of occupiers on a self-contained basis and including the Access Road
- "HAML"** means Hatfield Aerodrome Management Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA or such other management company which at the date of this transfer is obliged (inter alia) to maintain the infrastructure of the Park under covenant to its occupants
- "The Park"** means the land shown for identification purposes only edged red on Plan B annexed hereto subject to the addition thereto or removal therefrom of such land as HAML may from time to time reasonably and properly determine but which variation does not prejudice the rights enjoyed by the Property hereunder
- "The Property"** means the property shown edged red on Plan A annexed hereto being part of the land comprised in the title above mentioned
- "Service Conduits"** means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services which abut or upon being constructed pursuant to the provisions of this Transfer will abut the Property and which shall connect the Property to existing Service Conduits which are either adopted or controlled by the relevant statutory undertaker or service provider and which have adequate capacity to accommodate and meet the requirements of the use of the Property as set out in clause 2.1

2. Restrictive Covenants affecting the Property

2.1 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not for a period of 15 years from the date hereof to use the Property other than

(a) as or for landscape wildlife open air sports recreational and amenity purposes and/or for the benefit of members of the public in accordance with the Section 106 Agreement dated 2000 and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) City and District of St. Albans District Council (3) BAe Systems Plc (4) Arlington Property Developments Limited (5) and The University of Hertfordshire Higher Education Corporation (6) and

(b) not to use the property or any part of it otherwise than in accordance with sub-clause 2.1 (a) without the consent in writing of Welwyn Hatfield District Council

2.2 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not to use or permit to be used the Property or any part thereof for any purpose or in any way which shall cause a nuisance to the owners or occupiers from time to time of the Park or any part thereof or so as to permit or suffer the emission from any part of the Property of an unreasonable quantity of noise vibration smell fumes smoke soot ash dust grit radio interference or noxious or deleterious substances effluvia or effluent

PROVIDED ALWAYS that it is agreed between the parties

(a) that nothing hereinbefore contained shall entitle any person (save for HAML) to enforce the covenants contained in this clause 2 against the Transferee its successors in title and assigns unless and save to the extent that the benefit of the said covenants may have been expressly assigned to such person or persons and

(b) nothing hereinbefore contained shall operate to impose any restriction on the manner in which the Transferor may deal with any other land belonging to it or create or be deemed to create a building scheme or give the Transferee the benefit or the right to enforce any covenant agreement condition or stipulation entered into by any purchaser or tenant of the Transferor in respect of the remainder of the Park or any part thereof

(c) this covenant shall not prevent the use of the Property in accordance with clause 2.1

3 Declaration

It is hereby agreed that save as herein expressly provided no easement quasi-easement or other rights exist or are hereby implied or created or conveyed or deemed to be created or conveyed in favour of the Property over any adjoining or neighbouring property nor in favour of any adjoining or neighbouring property over the Property

4. Rights Granted for the Benefit of the Property

4.1 The right (in common with the Transferor and other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the Estate Roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any Estate Road or any part thereof except in such areas thereof as may from time to time be available for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Estate Roads or any part thereof which are for use for general use by occupiers of the Park and/or public transport

4.2 The right to use the Service Conduits which may now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) (hereinafter called "the Perpetuity Period") be laid in on through under or upon those parts of the remainder of the Park and serving the Property together with all necessary rights to enter those parts of the remainder of the Park which are not built upon to inspect clean maintain renew and execute repairs or other works to any such Service Conduits causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby

4.3 All rights of support shelter and protection from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee

5. Rights Reserved for the Benefit of the Transferor's Retained Land

The following rights are reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

5.1 The right to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which may as at 28 December 2000 be laid in through under or upon the Property and which serve any other part of the Park provided that the Transferee may at any time divert the course of such Service Conduits within the boundaries of the Property provided further that in carrying out such diversion the Transferee shall not cause any interference with the flow of any such services through the Service Conduits

5.2 The right at all reasonable times after giving reasonable written notice (save in case of emergency) to enter upon the relevant parts of the Property with or without workmen and appliances to inspect clean maintain renew and execute repairs to the Service Conduits referred to in clause 5.1 which serve any other part of the Park the persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all such damage to the Transferee's reasonable satisfaction

5.3 All rights of support shelter and protection from the Property as are enjoyed by the remainder of the Park

6. Personal Covenant by the Transferee

6.1 The Transferee hereby covenants with the Transferor by way of indemnity only at all times to observe and perform the covenants conditions agreements declarations and other provisions contained or referred to in the registers of the above Title Number [] as at [] 2000 so far as the same are still subsisting and relate to the Property and to keep the Transferor indemnified

from and against all proceedings costs claims liability loss (howsoever incurred) in respect of any future to each or non-observance of the same.

7. Covenants by the Transferor

APDL covenants with the Transferee that:

- 7.1 within 21 days of the date of this Transfer APDL will (unless already completed) at its own expense construct or procure the construction of the Access Road and Service Conduits which are required to serve the Property up to the entrance of the Property at points specified by the Transferee and approved by ADPL (such approval not to be unreasonably withheld or delayed) and to a standard and specification which will enable the Access Road to be adopted as a highway maintenance at public expense and the Service Conduits to be adopted or taken over by the appropriate body or organisation having statutory authority to do so and in the case of the Service Conduits ADPL further covenants with the Transferee that the Service Conduits will be at a sufficient depth and of sufficient capacity as to allow and to accommodate the maximum potential flow of surface water and sewage by means of gravity from the Property
- 7.2 ADPL will at its own expense maintain the Access Road and the Service Conduits serving the Property at all times in good and substantial repair and condition pending the Access Road and the Service Conduits becoming adopted and maintainable at the public expense

8. Declaration

It is hereby agreed and declared that no term of this Transfer shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Transfer but this is without prejudice to any right or remedy of any person which arises otherwise than under the Contracts (Rights of Third Parties) Act 1999

THE FIRST SCHEDULE above referred to

1. The Deeds and documents referred to in the Charges Register of Title Number [] and excluding any financial encumbrances so far as the same affect the Property
14. *The transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan*

EXECUTED as a DEED by

[]

acting by:

Sign here

Director

Secretary/Director

EXECUTED as a DEED by

[]

acting by:

Sign here

Director

Secretary/Director

SCHEDULE SIX

SECTION 38 AGREEMENT

DATED _____ **2000**

HERTFORDSHIRE COUNTY COUNCIL

- and -

[.....]

-and-

[.....]

and

BRITISH AEROSPACE

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 highway
at Hatfield Aerodrome Comet Way Hatfield

DAVIES ARNOLD COOPER

6-8 Bouverie Street

London EC4Y 8DD

Tel: 020 7936 2222

Fax: 020 7936 2020

e-mail: daclon@dac.co.uk

s:\cspeck\client\28006.1\DOCUMENTS\S38.AGR.DOC

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

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

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

- 1 The Owner/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 :-

that he shall

- 1.1 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 it will pay to the Council:-

1.2.1 on execution of this Deed the whole of the reasonable costs incurred by the Council in the preparation of this Agreement

1.2.2 on execution of this Deed the cost to the Council of approving the detailed contract drawings for the Works

1.2.3 the Council's reasonable costs incurred in inspecting the Works and shall pay before the commencement of the Works a sum equal to 5% of the estimated cost of the Works and further shall pay any balance due within 14 days of receipt of an invoice from the Council

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

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

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

2.4.8

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

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

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

- 2.4.11 during the progress of the Works give to the Director free access to every part of the Site for the purposes of testing and /or inspecting the Works as they proceed and all materials for use therein PROVIDED THAT if the Director shall require the Developer so to do he shall uncover or open up any Works to enable the same to be inspected AND PROVIDED FURTHER if so required the Developer shall remove any work or materials which are in the opinion of the Director defective unsuitable or not in accordance with the approval given by the Council as hereinbefore mentioned and at the expense of the Developer re-execute any such works and substitute proper and suitable materials to the entire satisfaction of the Director
- 2.4.12 complete the Works within the timescales specified in an agreement pursuant to section 106 of the Town and Country Planning Act 1990 dated [] and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) City and District of St Albans District Council (3) BAe Systems PLC (4) Arlington Property Developments Limited (5) The University of Hertfordshire Higher Education Corporation Plc and (7) Hatfield Business Park Limited to be approved or otherwise varied in writing by the Council from the date hereof (or such longer period as the Director may at his absolute discretion agree in writing)
- 2.4.13 with regard to any structures to prepare for the Director detailed contract drawings for technical approval in accordance with Department of Transport document BD2/89 and to pay an approval fee therefore amounting to 5% of the estimated costs of the structures
- 2.4.14 ensure that the structure design and checking procedure for any structure is carried out by a Chartered Engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 the documents which will be applicable and which will need to be agreed. A series of notes applicable to highway structures shall be obtained from the Director before details are submitted for approval

2.4.15

- (a) complete an unmetered connection agreement with the relevant Electrical Supply Company ("Connection Agreement") for the unmetered public lighting supply of electricity in respect of street lighting
- (b) complete an agreement for the unmetered supply of electricity with the relevant Electrical Supply Company ("Energy Agreement") in respect of street lighting up to the time the works shall become a highway maintainable at public expense
- (c) provide an Electrical Installation Certificate in accordance with BS 7671 or any amendment thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS 7671.

2.4.16

- (a) fully maintain the Works including the cutting of grass verges and cleansing and reinstate and make good any defect or damage which may arise from any cause whatsoever or which may be discovered at any time until the latest date of:
 - (i) a period of twelve months from the date on which the Director issues his Certificate of Completion in respect of the Works as hereinafter provided under Clause 5; or
 - (ii) the dedication and adoption of the highway known as Hatfield Avenue ; or
 - (iii) the completion of the Development("the Maintenance Period") and further until such time as the Works become a highway maintainable at public expense as hereinafter provided under Clause 10
- (b) for the purposes of Sub-Clause 2.4.16(a) above the Developer's responsibility for maintenance of the Works shall be deemed to

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

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

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

2.4.19 To pay to the County Council

- (a) upon issue of the Certificate of Maintenance referred to hereafter in Clause 8 and in respect of
- (b) structural works the sum of 20% of the costs of those works
- (c) 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 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")
- 6 Upon issue by the Director of a Certificate of Completion the Works shall immediately and automatically be open to all traffic other than for construction traffic not associated with the Development of the Site at all times and for all purposes
- 7 The Owner/Developer shall remain the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the Works shall become maintainable at the public expense as hereinafter provided under clause 10
- 8 Upon the issue of the Certificate of Completion and on the Works having been maintained in manner hereinbefore contained for the Maintenance Period and upon any

defects in the works arising during the Maintenance Period hereinbefore mentioned having been made good and upon production of all easements and consents required under this agreement the Director shall thereupon issue a certificate of maintenance ("the Certificate of Maintenance") of the Works

- 9 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 afforded 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 in default by their own employees or by contract or otherwise and a right of entry for all such purposes is hereby irrevocably granted and to recover the cost as certified by the Director from the Developer or Surety
- 10 Upon the issue of the Certificate of Maintenance the Works shall be deemed to have been dedicated by the Owner/Developer and accepted by the Council as a public highway maintainable at the public expense
- 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 in the event of non-observance or breach of any of the terms of the covenants on the part of the Developer herein contained the Council may serve on the Developer written notice of such non-observance or breach indicating action to be taken and a timescale within which such action must be taken in order to remedy the non-observance or breach and if within the stated timescale the action specified has not been taken to the satisfaction of the Council then notwithstanding the termination of this agreement by the Council in consequence of the non-observance or breach then the Council shall have the right to remedy the non-observance or breach and complete the Works and a right of entry for all such purposes is hereby irrevocably granted and the Surety 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 the Surety under this Agreement PROVIDED THAT the total sums payable by the Surety under this Clause 11 shall not exceed £[]

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

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 9 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

THE COMMON SEAL of
BRITISH AEROSPACE
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

Within the Residential Area open space provision shall be guided by the standards set down by the National Playing Fields Association in their publication "The Six Acre Standard" the Hatfield Aerodrome SPG the Master Plan and any approved Framework Plan. Provision shall include outdoor playing space for sport, recreation and children's play pitches and playing fields

The open spaces shall include:

1.1 Small Parks

Within the immediate area of the residential zone a series of small parks shall be provided incorporating play facilities to the appropriate National Playing Fields Association standards. Paragraph 3.15.1 of that documents defines standards for LAPs (Local Areas for Play), and paragraph 3.15.2 defines standards for LEAPs (Local Equipped Area for Play) and NEAPs (Neighbourhood Equipped Area for Play)

1.2 Local Gateways

Landscaped enhancements to entrance areas, including planing, entry features.

1.3 Landscape Linkages

A continuous green corridor linking the Green Belt with central park, a routeway for footpaths, cycleways provided with planting.

1.4 Maintenance of Open Spaces

Maintenance of open spaces and play areas shall be provided for by the payment of Open Space Payments as defined in this Deed payable to the Local Authority or its nominee.

SCHEDULE EIGHT

BUS SERVICE SPECIFICATION

1 MINIMUM HOURS OF OPERATION AND FREQUENCY

- 1.1 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 20-30 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 rail stations to be integrated with the timetables of train arrivals and departures.
- 1.2 In addition to this a "University Shuttle" bus service to be provided between the existing and new campuses with the timing of this service to coincide with the start and finish times of lectures throughout the day. The service to be available at the times of day and week when social functions are being held in the student union.

2 ROUTING

- 2.1 Provision of new and extended routes between all or any of the following destinations:-
 - 2.1.1 the Application Site and inter alia the Hatfield Town Centre the proposed District Centre and existing and proposed employment areas within the former Hatfield Aerodrome and Hatfield Galleria the Hatfield Station and Hatfield Town Centre, Hatfield Rail Station, the proposed District Centre, existing and proposed employment areas within the former Hatfield Aerodrome, Galleria, University Shuttle Bus between Existing and Proposed Campuses, Welwyn Garden City Bus Station, QEII Hospital, St Albans Town Centre (St Peters Street), St Albans City Rail Station, St Albans Abbey Rail Station, Stevenage Bus Station, Stevenage Rail Station or such additional or alternative destinations as may be reasonably directed by the County Council within a [17 kilometre] radius of the Application Site

- 2.2 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 with the agreement of the Developer

3 **QUALITY CRITERIA**

3.1 **Vehicle Specification**

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

- 3.1.1 **Accessibility:** To be low floor and fully accessible. To conform to PSV Accessibility Regulations following Disability Discrimination Act (1995) and to DPTAC recommendations.
- 3.1.2 **Size:** To accommodate at least 35 seated passengers with standing room.
- 3.1.3 **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.
- 3.1.4 **Livery:** Normal operator livery, with external advertising or service branding to be agreed in advance as part of the Intalink initiative.
- 3.1.5 **Emissions:** At least to appropriate EURO standard for vehicle age.
- 3.1.6 **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.
- 3.1.7 **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).
- 3.1.8 **Security:** To be fitted with CCTV camera equipment.
- 3.1.9 **Vehicle Detection:** To carry such technology determined by HCC as necessary for activating bus only equipment.

3.1.10 Communications: To be fitted with radio system for intercom with central management system.

3.2 Driver

3.2.1 To possess an appropriate licence and be fully competent with operation of vehicle and ticket equipment.

3.2.2 Trained to be competent in dealing with passengers to acceptable and safe driving standard (NVQ or similar).

3.2.3 Smart and professional appearance.

3.2.4 Provision of uniform.

3.3 Operator

3.3.1 To be a member of the Intalink Partnership.

3.3.2 Acceptable safety policies and procedures for dealing with vehicle breakdowns/emergencies with defined response times.

3.3.3 Reliability standards covering targets for mileage operated, percentage of journeys operating to time and arrangements for control/supervision.

3.3.4 All publicity to Intalink approved standards.

3.3.5 Standards for dealing with public complaints/recommendations.

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

3.4 Other

3.4.1 Operators timetable design to be to Intalink standard

3.4.2 Alterations to timetables and fare to Intalink standard

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

SCHEDULE NINE

NOMINATIONS AGREEMENT

DATED _____ **2000**

WEYLWYN HATFIELD DISTRICT COUNCIL

- and -

NOMINATION AGREEMENT
of

[_____]

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

Ref: AGL3.DOT

BETWEEN:

- 4 In this Agreement the following expressions shall have the following meanings:-

- C:\TEMP\ARLINGTONS\106.V19.(CLEAN)DOC.DOC

the function of regulating registered social landlords as may replace the Housing Corporation)

- 5 No Property shall be disposed of or occupied otherwise than by way of a shared ownership Ellenbrook Park Lease with the rental element being 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
- 6 when any property becomes available for occupation the RSL will let the property to a person within the letting policy rules of the RSL and subject to the nomination rights contained in clauses 4 to 10
- 7 The Council shall have nomination rights for a minimum of 75% of void properties and
 - 7.1 On any new development or acquisition where the Council are fully funding the scheme by way of Local Authority Social Housing Grant the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and a minimum of 75% thereafter
 - 7.2 The extent of Nomination Rights in respect of initial vacancies on new schemes not fully funded by the Council will be negotiated on an individual basis and Nomination Rights to such schemes thereafter will be 75%
 - 7.3 If a Property becomes empty as a result of the occupant accepting a property from the Council's Housing Needs Register the Council will have the absolute right to exercise Nomination Rights in respect of the subsequent letting of the Property even though it may exceed the level of Nomination Rights specified above
- 8 Every nomination made in accordance with these terms and conditions shall comply with the Council's approved Allocations Scheme at the time of nomination or be made pursuant to the Council discharging its legal duties to the homeless
- 9 The RSL will notify the council's housing department immediately by telephone and confirm in writing using the agreed request for nomination form (Appendix 1) when a property in respect of which the Council is entitled to exercise nomination rights becomes available to let and the following details should always be provided:-

- 9.1 The full postal address of the Property
 - 9.2 The estimated rent and service charge
 - 9.3 The anticipated tenancy commencement date
 - 9.4 The type of Property (e.g. house flat bungalow)
 - 9.5 The floor level
 - 9.6 Any special requirements (e.g. is the Property adapted for a wheelchair user)
 - 9.7 If the nomination needs or should preferably be made in respect of a specific type of nominee
- 10 The Council will notify the RSL within five working days of receipt of the telephone notification from the RSL referred to in condition 6 of its nominee and notification from the Council will be made in writing using the agreed standard nomination form (Appendix 2)
- 11 If the nominee fails to accept the offer of accommodation or the RSL refuses to accept the nomination on reasonable grounds the RSL must notify the council immediately and the Council can then exercise further nomination rights in respect of the Property within a further time as set out in clause 7 until a letting to a nominee is achieved
- 12 Within three working days of RSL receiving a nomination from the Council the RSL shall notify the Council in writing of the outcome and 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 using the standard result of nomination form (Appendix 3)
- 13 The RSL may allocate a tenancy of a property in accordance with their own letting policy in any one of the following circumstances:-
- 13.1 The Council fails without reasonable cause to exercise a Nomination Right within five working days of receiving the notification referred to in clause 6
 - 13.2 The Council has given written notice following the five working days period referred to in clause 7 that it does not wish to exercise its Nomination Right on that particular occasion

- 14 The RSL shall supply to the Council full details of its letting policy rules and its letting activity at intervals not exceeding six months using the agreed lettings return form (Appendix 4)

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

SCHEDULE TEN
Part 1
MODEL FORMS OF ELLENBROOK PARK LEASE

a) Ellenbrook Park

DATED _____ 2000

[_____]

- and -

ELLENBROOK PARK PRESERVATION TRUST LIMITED

LEASE

relating to
land at Hatfield Aerodrome, Hertfordshire

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

S:\CREES\HATFIELD(DOC)\HATFIELD.LEA(4).DOC/1.12.00

CONTENTS

Clause	Heading	Page
1	DEFINITIONS	134
2	DEMISE	136
3	TENANT'S COVENANTS	136
3.1	To pay rents.....	Error! Bookmark not defined.
3.2	Interest.....	137
3.3	To pay rates and outgoings	137
3.4	To maintain	137
3.5	To yield up	137
3.6	Statutory Obligations	138
3.7	Planning Acts	138
3.8	To permit entry	138
3.9	Alterations.....	138
3.10	Signs.....	139
3.11	Restrictions on use	139
3.12	Assignment and underletting	140
3.13	Value Added Tax	141
3.14	Insurance	141
4	LANDLORD'S COVENANTS	141
5	PROVISOS	143
5.1	Landlord's right to forfeit	143
5.2	Landlord's rights for other parts of the Business Park.....	143
5.3	Accidents.....	144
5.4	Notices	144
5.5	Execution	145
6	OPTION TO DETERMINE	145
7	EXCLUSION OF SECURITY OF TENURE.....	147
	THE FIRST SCHEDULE	147
	Part 1 - Description of the Demised premises	147
	Part 2 - Rights and Easements Granted	147
	Part 3 - Rights Excepted and Reserved	148
	Part 4 - Subjections.....	149

THIS LEASE made the day of

200[0]

BETWEEN

(1) [] of []
[] (hereinafter together called "the Landlord") of the
one part and

(2) **ELLENBROOK PARK PRESERVATION TRUST LIMITED** of []
[] (hereinafter called "the Tenant") of the
second part

WITNESSETH as follows:-

1 DEFINITIONS

1.1 In this Deed where the context so admits:-

1.1.1 "the agreed rate" means 2.5% over the base lending rate for the time being of Barclays Bank Plc provided that in the event of the said base lending rate ceasing to exist then there shall be substituted therefor such rate of interest as the Landlord reasonably considers most closely comparable with the said base lending rate

1.1.2 "Balancing Lagoon" means a balancing lagoon and/or other water storage system situated wholly or partly within the demised premises together with all ancillary pipes and other apparatus installed for the purpose of receiving surface water from the Business Park and controlling the flow of it into the watercourse known as Ellenbrook in accordance with the requirements of the relevant competent authority

1.1.3 "Conduits" means all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues watercourses and any other conducting media for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services

1.1.4 "the demised premises" means the property described in Part 1 of the First Schedule and all landlord's and other fixtures and fittings and plant

machinery and equipment therein and all additions and improvements thereto

- 1.1.5 "Environmental Laws" means all current and future laws and regulations and requirements of any competent authority or agency (whether in the UK or elsewhere) concerning the protection of the environment or human health and the safety of the workplace
- 1.1.6 "Hazardous Substances" means all noxious toxic offensive hazardous infectious radioactive or other substances or gases wastes (including special wastes) oils petroleum and petroleum products which may be harmful to human health or the environment
- 1.1.7 "Insured Risks" means fire storm tempest flood earthquake lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom riot civil commotion malicious damage bursting or overflowing of water tanks apparatus or pipes and such other risks as the Landlord or the Tenant may reasonably require subject to such exclusions excesses and limitations as may be imposed by the insurers
- 1.1.8 "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the term hereby granted
- 1.1.9 "the LFP" means the Landscape Framework Plan annexed hereto
- 1.1.10 "the objects of the Ellenbrook Park Preservation Trust Limited" means objects contained in the Memorandum and Articles of Association of the Ellenbrook Park Preservation Trust Limited annexed hereto
- 1.1.11 "the Business Park" means the land and buildings at Hatfield Aerodrome the approximate boundaries of which are shown for purposes of identification only by a heavy broken black line on the Plan *[NB as per the Commercial Area defined in the section report]*
- 1.1.12 "Permitted Use" means the use of the demised premises permitted by clause 3.10.1
- 1.1.13 "the Plan" mean the plan annexed hereto

1.1.14 "the Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning Act 1991

1.1.15 "the Tenant" includes and all persons claiming through or under the Tenant

1.1.16 "the Term" means the term hereby granted by this lease

1.2 Any reference to any Act of Parliament (including the Planning Acts) includes any modification or re-enactment thereof for the time being in force and every instrument order direction regulation bye-law permission licence consent condition scheme and other such manner made in pursuance of any such Act

1.3 If the Tenant shall at any time be more than one person any reference to the Tenant shall include a reference to each such person and any obligation on the part of the Tenant shall take effect as a joint and several obligation

1.4 Any covenant on the part of the Tenant not to do any act deed or thing includes a covenant not to allow or permit such act deed or thing to be done by any third parties under the control of the Tenant

1.5 The headings in this Lease are for convenience only and do not form part thereof and shall not affect the construction of this Lease

2 DEMISE

In consideration of a peppercorn the Landlord DEMISES to the Tenant the demised premises together with the rights but except and reserving unto the Landlord and subject as mentioned in the First Schedule TO HOLD for the term of 125 YEARS from and including the date hereof PAYING to the Landlord without any deduction the yearly rent of a peppercorn on or before 25 December in each year of the Term the first such payment to be made on the date hereof in respect of the period from and including that date to 25 December 200[]

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord:

3.1 Interest

If any monies payable by the Tenant hereunder shall not be paid within 20 working days of the date on which they are payable the Tenant shall pay interest thereon from such date as well after as before any judgement calculated on a day to day basis at the agreed rate until they shall be paid

3.2 To pay rates and outgoings

Save as otherwise provided in this Lease to pay all rates taxes community charges assessments outgoings and impositions whatsoever (whether imposed by statute or otherwise and whether of a national or local character and whether or not of a capital or non-recurring nature and even though of a wholly novel character) now or at any time hereafter assessed or charged on the demised premises or part thereof or payable by the owner or occupier in respect thereof but excepting such as are owing chargeable or payable prior to the date hereof or in respect of disposal of the Landlord's reversion hereto (which sums shall on demand be paid in full by the Landlord) and taxes (other than Value Added Tax if any) payable by the Landlord in respect of rents arising under this Lease or which relate to minerals or mineral rights

3.3 To maintain

To keep the demised premises in reasonable order and generally tended in a manner reasonably consistent with their status as green belt land with access to members of the public and/or as woodland meadowland grassland wildlife habitat sporting recreation or amenity land all in broad accordance with the objects of the Ellenbrook Park Preservation Trust Limited and the objectives of the LFP (damage by flooding of the Balancing Lagoons and all matters relating to the securing repairs and maintenance of the Balancing Lagoons or breach by the Landlord of clause 4.2 excepted)

3.4 To yield up

At the expiration or sooner determination of the term quietly to yield up the demised premises as is required by this Lease

3.5 Statutory Obligations

At the Tenant's cost to comply in all respects with and do anything required under all Acts of Parliament (including the Planning Acts) both present and future so far as they may in any respect affect the demised premises or the user thereof or the employment or residence therein of any person or the use of any plant machinery fixtures or chattels therein save in respect of any compliance with Environmental Laws or other liability in respect of contamination or Hazardous Substances already in on or under the demised premises prior to the date hereof or brought onto the demised premises other than with the Tenant's authority prior to the date hereof (which shall be the sole responsibility of the Landlord) and save in respect of any matters appearing in Clause 4 which shall be the Landlord's sole responsibility

3.6 Planning Acts

To deliver to the Landlord a copy of every notice order direction consent or refusal or other such thing affecting the demised premises within 21 days of the receipt thereof by the Tenant

3.7 To permit entry

To permit the Landlord and its agents and all others authorised by it (including any mortgagee or prospective mortgagee or purchaser of any reversionary interest during the term) with or without workmen and others at all reasonable times during the term on giving reasonable prior written notice to enter upon the demised premises in order to inspect and measure the same and ascertain how the same are being used and occupied and to estimate the value thereof and to view the state and condition thereof and take inventories

3.8 Alterations

3.8.1 The Tenant may carry out any alteration or addition to the demised premises (structural or otherwise) which is contemplated by or consistent with the objects of the Ellenbrook Park Preservation Trust Limited and/or the LFP

3.8.2 That no other alteration or addition shall be made in or to the demised premises without the prior written consent of the Landlord (not to be unreasonably withheld or delayed) provided that the Tenant shall first enter into such covenants with the Landlord as the Landlord may reasonably require with regard to the execution of any such works and the reinstatement of the demised premises at the end or sooner determination of the term (however the same may be determined) or otherwise and the works shall be carried out in accordance with drawings and specifications previously submitted to and approved in writing by the Landlord's surveyors

3.9 Signs

That no mast dish aerial pole sign fascia placard bill notice or other notification whatsoever (except reasonable signage consistent with the Permitted Use) shall be placed or affixed on or to the demised premises and on the expiration or sooner determination of the term on being requested by the Landlord to remove such matter as aforesaid and to make good any damage caused thereby to the reasonable satisfaction of the Landlord's surveyor

3.10 Restrictions on use

3.10.1 That the demised premises shall not be used by the Tenant for any illegal or immoral purpose or any noisy noisome or offensive trade / business or use or for residential purposes or for any use other than use as an open space for concerts filming and film related activities leisure education sporting amenity woodland forestry wildlife nature study habitat creation and recreational purposes for use by members of the general public amenity societies scouts guides schools colleges and other education and youth training establishments local residents local authorities and community groups and special interest groups wildlife groups preservation societies and other similar societies including the Watling Chase Community Forest and for the planting of trees shrubs hedges and other plants the construction and laying out of bridleways and cycle paths parking and sitting out areas or any use which complies with the LFP and/or the objects of the Ellenbrook Park Preservation Trust Limited including the construction of ancillary buildings not exceeding 5,000 sq.ft

in aggregate (such that the Tenant may use and manage and maintain the demised premises in accordance with the objects of the Ellenbrook Preservation Park Trust Limited and/or LFP)

3.10.2 If the demised premises are used by the film industry in a manner contemplated by the objects of Ellenbrook Park Preservation Trust Limited then the first £1,000 net income or 2% of net proceeds whichever greater may be retained by the Tenant and the balance paid to the Landlord within 40 working days of receipt (but with any costs of clean-up and restoration being first deducted)

3.10.3 If the demised premises are used by the Tenant for public concerts then the first £10,000 of net proceeds from any event may be retained by the Tenant and the balance paid by the Landlord within 40 working days of receipt (but with any costs of clean-up and restoration being first deducted)

3.10.4 It is hereby agreed and declared that there is not and shall not be implied any representation or any warranty or other obligation on the part of the Landlord that such is the permitted use for the purpose of the Planning Acts and that no consent which the Landlord may hereafter give to any change of use shall be or be taken to imply any such representation or warranty or other obligation

3.11 Assignment and underletting

Not to assign mortgage charge underlet or part with the possession or occupation of the whole or any part of the demised premises nor to create any interest in nor grant any right over or in respect of the demised premises save in respect of (i) short term licences and hirings to amenity societies scouts guides schools colleges and other education and youth training establishments local residents local authorities and community groups and special interest groups wildlife groups preservation societies and other similar societies including the Watling Chase Community Forest and other local bodies (ii) use by the film industry and concert promoters (on terms previously approved by the Landlord (such approval not to be unreasonably withheld or delayed) (iii) public access to the demised premises

and/or (iv) short term lettings without security of tenure to any person consistent with the Permitted Use

3.12 Value Added Tax

All rents and other payments payable by the Tenant hereunder shall be exclusive of value added tax (or any similar tax which may be substituted for it or levied in addition to it) ("VAT") and

3.13 Insurance

To insure and keep insured with an insurance company of repute or with Lloyds underwriters (with the interest of the Landlord noted on the policy) any building structures or infrastructure other than the Balancing Lagoons and other Landlord's infrastructure items within the demised premises in the full reinstatement cost thereof against loss or damage by the Insured Risks (including architects surveyors and other professional fees and expenses incidental thereto) and property owners and third party liability and

In the event that the demised premises or any part thereof is destroyed or damaged by any of the Insured Risks then the Tenant shall (to the extent of but not beyond the limits of the insurance cover) reinstate the premises so destroyed or damaged substantially as the same were prior to any such destruction or damage

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

- 4.1 that the Tenant paying the rents hereby reserved and performing and observing the covenants on the part of the Tenant hereinbefore contained shall and may peaceably and quietly hold and enjoy the demised premises for the term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord
- 4.2 to keep the Balancing Lagoons in good repair order and condition and security
- 4.3 to provide at no cost to the Tenant (1) a park ranger for the duration of the Lease and (2) a landscape consultant for the first three years of the Term both of whose

responsibilities shall be as set out in the Second Schedule and who shall both be accountable to the Tenant

- 4.4 to provide full time security presence for the demised premises for the duration of the Lease (the existing fence will remain)
- 4.5 to provide a safe and convenient vehicular and pedestrian access built to adoptable standards from an adopted public highway to the demised premises from an existing public highway within 21 days of the date hereof unless previously constructed and made available
- 4.6 to provide a meeting room as when required for of the first 7 years of the Term and subject seven days notice in writing within the locality for any meetings of the Tenant at no cost to the Tenant
- 4.7 to promptly remove at no cost to the Tenant all or any contaminants or Hazardous Substances from that part of the demised premises shown coloured yellow and indicated as "Medium Risk" on the Plan attached hereto and from such other parts of the demised premises as they maybe discovered shown or found through further investigation work to be "medium risk" and considered by the Environmental Health Departments of St Albans District Council or Welwyn Hatfield District Council to be in need of remediation - any such clean up shall be carried out by the Landlord to the reasonable satisfaction of the relevant local planning and/or regulatory authorities and the said local planning authorities shall be responsible for determining whether any particular Contaminants or Hazardous Substances represent medium risk contaminants and to reinstate the land and restore the landscape.
- 4.8 to pay on demand any outstanding rates taxes or other demands notices penalties relating to the demised or pre-existing liabilities (whether or not the same shall have crystallised or been demanded at the date hereof)
- 4.9 to pay on demand any outstanding rates taxes or other demands notice penalties relating to any mineral rights permissions workings or activities
- 4.10 in the event of mineral extraction taking place the Landlord shall immediately following extraction remove any Hazardous Substances or mineral waste restore and reinstate the landscape in accordance with the objectives of the LFP and any

approved landscape management document and pay to the Tenant on demand a sum equal to 12 times the agreed estimated annual cost of maintaining and managing the landscaping of the demised premises following restoration and enhancement of the landscape in the post extraction period in accordance with the LFP

- 4.11 as soon as mineral extraction shall have ceased on any part of the demised premises the Landlord shall restore the landscape in the next planting season and return the land to a condition where it can be returned to public use

5 PROVISOS

5.1 Landlord's right to forfeit

If there shall be any substantial breach non-observance or non-performance of any Tenant's covenants herein contained of which the Landlord has given 40 working days prior notice in writing and the Tenant has failed to remedy the substantial breach within that period then and in any such case the Landlord may enter the demised premises or any part thereof in the name of the whole and thenceforth peaceably hold and enjoy the same as if these presents had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant herein contained

5.2 Landlord's rights for other parts of the Business Park

- 5.2.1 Nothing herein contained shall by implication of law or otherwise confer on the Tenant any easement right privilege licence or advantage save as herein expressly provided over any adjoining or other property now or hereafter belonging to the Landlord and further the Landlord and any person through whom the Landlord derives title shall be entitled to alter build on redevelop use or otherwise deal with any such property notwithstanding that the light or air or any rights of the demised premises (except those granted by this Lease) shall be thereby diminished or otherwise prejudicially affected and the Tenant shall not be entitled to compensation for any damage annoyance inconvenience or disturbance caused thereby

5.2.2 The Landlord shall be entitled to sell let or otherwise dispose of any other part of the Business Park for any purpose whatsoever

5.2.3 No building scheme exists in relation to the Business Park or the Landlord's property at the Business Park and the Tenant shall not have the benefit of nor be entitled to enforce any rights or covenants in favour of the Landlord contained in any transfer lease licence or other document relating to any other part of the Business Park

5.3 Accidents

5.3.1 The Landlord shall not be responsible to the Tenant or the Tenant's licensees nor to any person in the demised premises for any accident happening or injury suffered in the demised premises or for any damage to or loss of any goods or property sustained in the demised premises (save for any neglect or default of the Landlord or any agent contractor or employee of the Landlord in respect of the demised premises or any such accident happening injury or damage arising directly or indirectly from the Landlord's use of the demised premises for mineral extraction) and the Tenant shall indemnify the Landlord in respect of any liability of the Landlord to any person for such accident happening injury damage or loss up to (but not beyond) the full extent of any insurance cover

5.3.2 The provisions of clause 5.3.1 shall not apply in relation to any accident happening or thing arising out of the presence condition security of the Balancing Lagoons or the Landlord's mineral workings for which the Landlord shall be fully responsible and in respect of which shall keep adequate insurance on foot and hereby indemnify the Tenant accordingly

5.4 Notices

Section 196 of the Law of Property Act 1925 shall apply hereto and shall be extended so that:-

5.4.1 It shall apply to all notices and demands served under or arising out of or in respect of this Lease

5.4.2 Where the Tenant comprises more than one person service on any one of them shall be deemed service on all of them and service upon the Tenant shall also be deemed to be service on any guarantor of or surety for the Tenant's obligations hereunder and

5.4.3 service may be effected by posting the relevant document by ordinary first class or by recorded delivery or by registered post in a prepaid envelope addressed in the case of the Tenant or any guarantor of or surety for the Tenant to its registered office (if any) or to the demised premises and in the case of the Landlord to its registered office (if any) or other last known address and service shall be deemed to have been effected 48 hours after the time when it is posted and in proving such service it shall be sufficient (but not essential) to prove that the envelope containing the relevant document was properly addressed stamped and posted

5.5 Execution

In relation to section 36A of the Companies Act 1985 it is hereby agreed and declared that this document shall not be presumed to be delivered and is not intended by the person or persons making it to be a deed and shall not be or take effect as a deed until it is dated

6 OPTION TO DETERMINE

6.1 Subject to the provisions of clause 6.2 below if the Landlord obtains planning permission for built development (as defined in the Planning Acts) of the whole or any part of the demised premises for the comprehensive redevelopment of the demised premises for built development of more than 5,000 sq.m within use classes B1 B2 B8 and/or C3(a) of the Town and Country Planning (Use Classes) Order 1987 (or for other built development and subsequent use having an equivalent or greater commercial value than such comprehensive redevelopment) ("a Planning Consent") but excluding for the avoidance of doubt any permissions for buildings to be constructed for use and/or occupation by the Tenant or those authorised by them to use or enjoy maintain improve and manage the demised premises and excluding any buildings or structures erected for the temporary use of the demised premises for filming or for the film industry and excluding any planning permission for mineral extraction or related development THEN the

Landlord may require the Tenant to surrender this Lease in respect of that part of the demised premises at any time by giving to the Tenant not less than six months' prior written notice of such termination (which notice shall include a plan delineating the land in respect of which such notice is intended to apply) and immediately upon expiration of such notice the Tenant shall surrender this lease but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant

6.2

6.2.1 The Landlord shall not be entitled to serve notice under clause 6.1 above where the relevant Planning Consent is a consent solely for the erection of any advertising hoarding on the demised premises

6.2.2 The Landlord shall not be entitled to serve notice under clause 6.1 where the relevant Planning Consent relates to the provision of facilities which are ancillary to the permitted use and the total area of such facilities (taken together with any other facilities of a similar nature) does not exceed [200] square metres

6.3 (For the avoidance of doubt) the Landlord may exercise the option contained at clause 6.1 on any number of occasions

6.4 On exercise of the option contained at clause 6.1 a memorandum specifying the part of the demised premises to which the notice relates and the date on which this lease shall cease to apply to the relevant part or parts of the demised premises shall be endorsed on or annexed to the original and counterpart of this lease for the purpose of record.

6.5 Nothing in this Lease shall prevent the Landlord from exercising its rights to extract minerals from the demised premises in the event of him obtaining planning permission for mineral extraction PROVIDED ALWAYS THAT (1) the Landlord shall only be entitled to enter such part or parts of the demised premises as are needed and are only actively used for such purposes but not otherwise and (2) the Landlord shall ensure that his method of working is such that members of the public may continue to safely and conveniently use and enjoy the remaining parts of the demised premises and that the areas of mineral extraction are securely

fenced at all times and (3) the demised premises shall be returned to public use as soon as reasonably practicable following completion of extraction (4) the Landlord complies with Sub-Clauses 4.10 to 4.11

7 EXCLUSION OF SECURITY OF TENURE

Having been authorised to do so by an order of the Mayor's and City of London County Court (Case No. MY) made on the day of 2000 under the provisions of section 3 8(4) Landlord and Tenant Act 1954 (as amended by the Law of Property Act 1969) the parties hereto agree that the provisions of section 24 to 28 (inclusive) of the said Act shall be excluded in relation to this Lease

I N W I T N E S S whereof the parties hereto executed this lease as a deed the day and year first before written

THE FIRST SCHEDULE

Part 1 - Description of the Demised premises

ALL THOSE premises known as Ellenbrook Park Hatfield Aerodrome as the same are shown for purposes of identification only edged green on the Plan

Part 2 - Rights and Easements Granted

The right for the Tenant its servants agents and visitors in common with the Landlord and all others from time to time entitled thereto

- (1) to pass with or without vehicles over the estate roads within the Business Park for the purpose of access to or egress from the demised premises
- (2) to pass on foot only over the paths intended for general use within the Business Park leading to the demised premises for the purpose of access to and egress from the demised premises
- (3) to use and connect to all Conduits serving the demised premises laid in on or under the remainder of the Business Park during the term the persons exercising such rights

doing as little damage as practicable to the demised premises and the Tenant's fixtures and fittings and forthwith making good all damage done thereto

- (4) sufficient rights of entry onto the Business Park to give effect to the rights granted at (1) (2) and (3) above

Part 3 - Rights Excepted and Reserved

All easements quasi-easements rights and privileges now enjoyed over in or against the demised premises and also the right for the Landlord in common with all others authorised by the Landlord or otherwise entitled thereto:-

- (1) to use all Conduits laid in on or under the demised premises at any time during the term and to enter the demised premises to inspect and execute repairs or other work to the Conduits at any time during the term laid in on or under the demised premises and to enter upon the demised premises after giving reasonable notice to the Tenant at any time during the term in order to build additional or relay new Conduits or connect to the existing Conduits in on or under the demised premises the person exercising such rights causing as little damage as possible and making good all damage thereby caused to the demised premises
- (2) full right and liberty to enter upon the demised premises for the purposes mentioned in clause 3 of this Lease
- (3) to enter upon the demised premises after giving reasonable notice to the Tenant (except in case of emergency) at any time during the term in order to (a) execute necessary works in connection with any nearby property or the Landlord's adjoining premises whether or not forming part of the Business Park and (b) to comply with its obligations in clause 4.2 the persons exercising such rights doing as little damage as practicable to the demised premises and the Tenant's fixtures and fittings and forthwith making good all damage done thereto
- (4) In the event that the Landlord or any person authorised by the Landlord obtains planning consent for the extraction of any minerals within the demised premises (but not any areas of ancient woodland) the right for the Landlord and all others authorised by the Landlord to enter onto those parts of the demised premises from which minerals

are authorised to be extracted (but not otherwise) and to extract the said minerals in accordance with the relevant planning permission the person exercising such rights causing as little damage as possible and making safe and enabling the continued use of the demised premises forthwith for the Permitted Use and making good all damage thereby caused to the demised premises and restoring the land in strict compliance with the terms of the planning permission and LFP provisions relating to post-extraction landscaping restoration and aftercare of the demised premises and PROVIDED ALWAYS THAT the Landlord shall at its own expense: (1) carry out all remediation planting landscaping improvement restoration and the post extraction landscape restoration contained in the landscape aftercare and other planning conditions and (2) comply with and fulfil all other requirements of any minerals planning permission and any hereby indemnifies the Tenant in respect of all such requirements

Part 4 - Subjections

The rights easements covenants stipulations and other matters contained or referred to in the Registers of Title Number HD3 9202

THE SECOND SCHEDULE

Park Ranger's and Landscape Consultant's Duties and Responsibilities

Ellenbrook Park

Job Description: Park Ranger

Job Title:	Ranger
Location:	Ellenbrook Park, Hatfield
Function:	To help implement the Tenant's aims and objectives to enable use of the park by members of the public as will be set out in the Landscape Management Documents (as defined in section 106 Agreement)

To manage the properties for nature conservation and landscape enhancement.

To manage the properties for public access

Responsible to: Ellenbrook Park Preservation Trust Limited ("the Trust")

This role will be carried out as part of Arlington Business Parks' Management Team which includes Security and Landscape maintenance. It will involve sufficient time dedicated to Ellenbrook Park to meet the defined objectives of the Trust, namely, promotion of bio-diversity, creation of new landscape features, promotion of access to the public, and landscape and woodland management. It is envisaged that the role will be shared within the Management Team.

Key Areas:

1 PROPERTY MANAGEMENT

- 1.1 Assist in the protection and management of nature conservation interests, particularly the monitoring of the development of the woodland, grassland, and aquatic habitats.
- 1.2 Help to create, improve and maintain access
- 1.3 Assist in the maintenance to the standards required by the Trust, including car parks, fences, litter clearance, signs, stiles and gates, paths, bridleways, etc. ensuring structures are sound and safe for public use.
- 1.4 To carry out patrols of Ellenbrook Park by vehicle and on foot as is necessary and appropriate.

2 STAFF AND SUPERVISION

- 2.1 Work effectively with other staff as required, in particular the Park Manager of Arlington Business Park and their appointed Landscape Consultant.
- 2.2 Assist in maintaining and developing any volunteer programme organised by the Trust for Ellenbrook Park. Help to ensure that all volunteers are adequately supervised, promoting high morale, effective training and that safe working practices are employed according to Trust Health and Safety procedures.

2.3 Identify greater opportunities for work to be undertaken by volunteers and, under delegation of the Trust, organise and supervise appropriate work programmes.

2.4 Assist the Trust in the supervision of contractors working on the Park, ensuring compliance with Health and Safety procedures.

3 PUBLIC RELATIONS AND LIAISON

3.1 Welcome and assist local people and visitors by giving information and guidance. Assist with interpretative work that may be undertaken to improve the visitor appreciation of the property and the Trust.

3.2 Establish and maintain good relationships with local communities and authorities. Create opportunities to explain the Trust's management objectives, and where possible to foster support and understanding.

3.3 Assist the Trust to undertake guided walks and talks. Help supervise educational visits and explain the Trust's Management Plan to help people's understanding and enjoyment.

4 GENERAL

4.1 To undertake other duties that may be reasonably requested by the Trust

4.2 To provide regular written reports to the Park Manager at agreed intervals.

Ellenbrooke Park

Job Description: Landscape Consultant

This role will be provided by Arlington's Landscape Executive and/or retained Landscape Consultant and will involve:-

Job Title Landscape Consultant

Location Ellenbrooke Park, Hatfield

Function To help implement the Trust's aims and objectives of high standards of presentation for the enjoyment of the public as set out in the Landscape Management Plan

To manage the properties for nature conservation and landscape enhancement

To manage the properties for public access

Responsibility to:

The Trust as represented by the Park Manager, Arlington Business Park, Hatfield

Key Result Areas:

1. Inspect the site on no less than six occasions during the year, liaising with Park Rangers. Monitor the progress of the Establishment works in respect of public access, landscape enhancement and habitat creation.
2. Regular attendance at the Trust meetings
3. Provision of a report to the Trust meetings
4. Prepare annual planting and habitat creation proposals, footpath adjustments. Following Trust approval, seek tenders and inspect work to completion
5. Prepare applications for grant funding

The appointment is on a fixed term up to 3 years from The Trust being established.

SCHEDULE 10

Part 2

Memorandum of Association

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

- of -

**THE ELLENBROOK PARK[ELLENBROOK PARK] PRESERVATION TRUST
LIMITED**

**Davies Arnold Cooper
London**

S:\CSPECK\CLIENTS\1128006.1\documents\ArlingtonS106.V18.doc

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

- of -

THE ELLENBROOK PARK PRESERVATION TRUST LIMITED

- 1 The name of the Company (the "Trust") is the Ellenbrook Park Preservation Trust Limited
- 2 The registered office of the Trust will be situate in [.....]
- 3 The object for which the Trust is established are so far as reasonably practicable and economic to manage maintain Ellenbrook Park (as shown edged red on the plan attached hereto) in broad accordance with aims and objectives of the Landscape Strategy Scoping Document attached hereto (referred to in the section 106 agreement attached hereto) and/or the following objects (1) to improve restore replant landscape and enhance the green belt area hereafter referred to as Ellenbrook Park being part of the former Hatfield Aerodrome (2) to return the land to recreational use for the enjoyment of the public and to bring the land under positive management following its restoration and enhancement (3) to create new wildlife habitat, and (4) to achieve and improve the accessibility of these areas to the public, and (5) to bring Ellenbrook Park and other neighbouring land back into active use and (6) to preserve repair decontaminate regenerate manage maintain improve and enhance for the benefit, education, understanding, appreciation, recreation and enjoyment of the people of Hatfield and the Welwyn Hatfield District and the City and District of St Albans and of the nation at large, whatever of the landscape, ecological, heritage and amenity value as may exist or can be created in the land and buildings within

neighbouring and adjoining area as are or may be acquired by the trust or in respect of or in which the trust has or may acquire exert obtain or inherit any legal or equitable interest or any other right lease licence or interest influence responsibility control or obligations (whether permissive or otherwise) and including any buildings monuments, artefacts, gardens and park lands, farm lands woodlands and open spaces in the area and their landscape settings, and in particular (but without prejudice to the generality):

- to create open woodlands, parklands, public parks, and leisure areas facilities and areas of wildlife interest
- to preserve and enhance its ecological, recreational amenity and landscape assets and associations
- to restore preserve enhance landscapes, having historical, or landscape associations with the area; and
- to maintain and manage all other grounds and property in the ownership or control of the Trust for the public benefit.

4 In furtherance of the object set out above but not otherwise the Trust may but shall not be obliged to do all or any of the following things:

- 4.1 Sell, charge, develop, let on lease licence letting or tenancy, exchange, mortgage or otherwise dispose of all of any part of Ellenbrook Park and any other land or buildings or any interest therein with or without covenants, conditions and restrictions designed to ensure the preservation of such land and buildings and without prejudice to the generality the Trust may construct buildings and structures relating to any landscape or woodland management including buildings for the storage of landscape, gardening and forestry plant vehicles machinery and equipment and build sell and carry out enabling development within Ellenbrook Park or allow Ellenbrook Park to be used for fund raising activities and events the proceeds of which shall in either case be applied in accordance with the terms of this Memorandum of Association.
- 4.2 Carry out or contribute towards the repair, restoration, improvement management, maintenance, upkeep, and/or conservation of such parts of Ellenbrook Park as are from time to time owned controlled or managed by the Trust

- 4.3 Buy or otherwise acquire plant vehicles and machinery (including but not limited to grounds - keeping and forestry equipment, garden furniture, and other fixtures and fittings equipment for use in connection with Ellenbrook Park together with any other land or buildings controlled by the Trust and sell, lease or otherwise dispose of any such plant and machinery, furniture or other equipment.
- 4.4 Make such arrangements as it deems appropriate to enable the public to view and enjoy Ellenbrook Park (whether free or at a charge and with or without supervision) and to permit and encourage such public access as it deems appropriate having regard to the to the residential amenities of the residents of Ellenbrook Park and of [...] Parish and the fragility of the landscape, archaeological, historical and ecological assets of Ellenbrook Park.
- 4.5 By commissioning research and publishing books or pamphlets or in any other appropriate manner, make known to the public the existence and history of Ellenbrook Park and in particular its ecological architectural, archaeological, landscape or constructional interest or features of special interest or historic importance.
- 4.6 Undertake or support educational and academic research into the history, geography, landscapes and ecology of Ellenbrook Park and its associations with the surrounding area and into any means or method of restoring, preserving, enhancing, understanding and appreciating the assets of Ellenbrook Park and its use, development and occupation and its landscape, historical or ecological significance
- 4.7 Raise funds by subscriptions, fees, covenants, forestry and woodland grants, donations, dinners, open air concerts, galas, markets, fairs, plays, open days, and other indoor or outdoor events, supervised visits, walks, contracting and estate management activity, work experience, the sale of produce, or other goods books, pamphlets, souvenirs or other articles, grants, loans or otherwise for the purposes of the Trust; invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to conditions; carry out any condition imposed on any gift which may be accepted.
- 4.8 Constitute special charitable trusts for any particular purposes of the Trust; act as trustee of any such special trust, whether constituted by the Trust or otherwise.

- 4.9 Enter into and carry out contracts and provide services, and procure or undertake building, restoration, decontamination, landscaping, contracting, forestry, woodland landscape maintenance and management gardening, ecological works
- 4.10 Employ and remunerate staff; employ and remunerate agents, workmen, contractors, consultants and other advisors; and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants - such staff employees contractors consultants advisors agents and workmen to include inter - alia foresters, gardeners, park wardens, game keepers, security, landscape gardeners, landscape architects, environmental consultants and landscape and forestry contractors, conservationists, arboriculturalists, tree surgeons, contractors, surveyors, engineers, builders craftsmen, hydrologists and other specialists, professional advisors and contractors.
- 4.11 Borrow money for the purposes of the Trust on such terms
- 4.12 Invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter mentioned.
- 4.13 Make planning applications, applications for consent under bye-laws or building regulations woodland grant applications, applications for lottery grants and other funding and other like applications.
- 4.14 Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank or building society accounts in the name of the Trust.
- 4.15 Establish and support or aid in the establishment and support of community wildlife or educational charitable associations or institutions and subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects.
- 4.16 Co-operate with and negotiate and enter into negotiations and agreements with any local or public authority or other body or community group including the

Forestry Authority and the Welwyn Hatfield District Council and the City and District of St Albans, the Hertfordshire County Council or residents concerned to achieve the object of the Trust.

- 4.17 Enter into contracts or other arrangements with any person in respect of the improvement, maintenance management and upkeep of any part of the Ellenbrook Park whether in respect of land provision or procuring of works or services in relation thereto in which the Trust has any interest or in respect of land which is not owned or controlled by the Trust but which is considered by the Trustees to contribute to its landscape character, or its visual quality or its ecological value
- 4.18 Generally, do any things necessary for the attainment of the Trust's object.

PROVIDED THAT:

- (i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The object of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and, as regards any such property, the Governing Body of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been as such Governing Body if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Governing Body but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Trust were not incorporated.
- (iv) Subject always to the provisions of the LSSD the Trust shall have regard at all times to the desirability of providing and improving access by the public to Ellenbrook Park (with or without payment of a fee and subject in the Trust's discretion to appropriate

control and supervision of such persons and to such limitations as the Trust may think fit as to days and times of such access and having regard at all times to the protection of the landscape and of residential amenities and quiet enjoyment of any residents of neighbouring and adjoining properties and the [.....] Parish and to the fragility of the ecological, and landscape assets within Ellenbrook Park

- (v) The income and property of the Trust whencesoever derived shall be applied solely towards the promotion of the object of the Trust as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Trust.

- 5 Nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the trust or to any member of the Trust, in return for any services actually rendered to the trust, nor prevent the payment of interest at a rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the governing body, or at 3% per annum (whichever is the greater) on money lent, or of reasonable and proper rent for premises demised or let by any member to the Trust; but so that no member of the governing body shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of the governing body except:-

- 5.1 Repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust.
- 5.2 Payment in good faith to any Member of the Governing Body being a person engaged in any profession, of all usual professional or other charges for business done and all time spent by him or his firm on behalf of the Trust when instructed by his co-members so to act in that capacity provided that such Member of the Governing Body is absent from all meetings of the Trust during discussion of matters relevant to his remuneration for such business and does not vote on any resolutions concerning this remuneration and is not counted for the purpose of ascertaining whether or not the quorum is present at any meeting considering such a resolution.

- 5.3 Payment of fees, remuneration or other benefit in money or money's worth to a company of which a Member of the Governing Body may be a member, and in which such Member of the Governing Body shall not hold more than one hundredth part of the capital.
- 5.4 Any premium in respect of indemnity insurance to cover the liability of the Members of the Governing Body of the Trust (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Members of the Governing Body (or any of them) knew was a breach of duty or a breach of trust or which was committed by the Members of the Governing Body (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not.
- 6 The liability of the Members is limited.
- 7 Every Member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
- 8 If upon the winding up or dissolution of the trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the objects of the trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of clause 7 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and in so far as effect cannot be given to such provision, then to some other charitable object.
- 9 True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Trust and of the property, credits and liabilities of

the Trust, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

SUBSCRIBERS NAMES AND ADDRESSES

WE, the several persons whose names and addressed are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS
--

SIGNATURES

WITNESS to the above signatures:-

Dated the day of

The Companies Acts 1985 and 1989
Company Limited by Guarantee and not having a Share Capital
Articles of Association of

ELLENBROOK PARK PRESERVATION TRUST LIMITED

Interpretation

1.(1) In these Articles:

“Ellenbrook” means the company intended to be regulated by these Articles;

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” means these Articles of Association of Ellenbrook;

“clear days” in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“executed” includes any mode of execution;

“the Memorandum” means the Memorandum of association of Ellenbrook;

“office” means the registered office of Ellenbrook;

“the seal” means the common seal of Ellenbrook if it has one;

“Ordinary resolution” means a resolution put to vote at a meeting of members of Ellenbrook and approved by a simple majority of those entitled to attend and vote (in person or by proxy);

“Secretary” means the Secretary of Ellenbrook or any other person appointed to perform the duties of the Secretary of Ellenbrook, including a joint, assistant or deputy Secretary;

“the Trustees” means the directors of Ellenbrook (and “Trustee” has a corresponding meaning);

"the Chairman" means the Chairman of the Trustees;

"the United Kingdom" means Great Britain and Northern Ireland; and words importing the masculine gender only shall include the feminine gender.

- (2) Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.
- (3) Table "C" of the Companies (Tables A to F) Regulations 1985 shall not apply to the Company.

Members

- 2.(1) The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 51 shall be members of Ellenbrook. No person shall be admitted a member of Ellenbrook unless his application for membership is approved by the Trustees.
- (2) Unless the Trustees of Ellenbrook in general meeting shall make other provision under Article 51 the Trustees may in their absolute discretion permit any member of Ellenbrook to retire, provided that after such retirement the number of members is not less than two.
- (3) The Trustees shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made.
- (4) Every person admitted to membership of Ellenbrook shall either sign a written consent to become a member or sign the register of members.
- (5) There shall be no more than eleven members of Ellenbrook.
- (6) Subject to further provision made by the Trustees under Article 51, there shall be one class of membership being the Ordinary Members. References in the following provisions of these Articles to "members" shall mean ordinary members only unless otherwise stated.

General meetings

3. Ellenbrook shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of Ellenbrook and that of the next: Provided that so long as Ellenbrook holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.
4. The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of Ellenbrook may call a general meeting.

Notice of general meetings

5. An annual general meeting shall be called by at least twenty-one clear days' notice. All extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (1) in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - (2) in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the Trustees and auditors.

6. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

7. The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Trustees and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.
8. No business shall be transacted at any meeting unless a quorum is present. Six persons entitled to vote upon the business to be transacted, each being a member, shall constitute a quorum provided always that if the business to be transacted at a general meeting involves the alteration of the Memorandum and Articles of Association in any way the quorum shall be ten persons entitled to vote on the business to be transacted and any resolution effecting such a change shall only be validly passed if all members present at the meeting unanimously agree.
9. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
10. The Chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as Chairman of the meeting, but if neither the Chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and, if there is only one Trustee present and willing to act, he shall be Chairman.
11. If no Trustee is willing to act as Chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
12. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than

business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

13. A declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
14. In the case of an equality of votes, the Chairman shall be entitled to a casting vote in addition to any other vote he may have Provided always that this right to a casting vote shall only vest in the Chairman of the Trustees appointed to Article 27(7) and not in any other person who may be appointed to hold such office for a meeting.

Votes of members

15. Subject to Article 14 every member shall have one vote.
16. No member shall be entitled to vote at any general meeting unless all moneys then payable by him to Ellenbrook have been paid.
17. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
18. A vote given by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by Ellenbrook at the office before the commencement of the meeting or adjourned meeting at which the vote is given.
19. Any organisation which is a member of Ellenbrook may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of Ellenbrook, and the person so authorised shall be entitled to exercise

the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of Ellenbrook.

Trustees

20. The number of Trustees shall be eleven.
21. The first Trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the Articles. Future Trustees shall be appointed as provided subsequently in the Articles.

Powers of Trustees

22. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of Ellenbrook shall be managed by the Trustees who may exercise all the powers of Ellenbrook. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
23. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:
 - (1) to expend the funds of Ellenbrook in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of Ellenbrook such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of Ellenbrook;
 - (2) to enter into contracts on behalf of Ellenbrook;
 - (3) to exercise all the powers of Ellenbrook to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of Ellenbrook or of any third party.

Appointment and retirement of Trustees

24. The Trustees shall be appointed as follows:

- (1) one Trustee to be appointed by Welwyn Hatfield Council;
- (2) one Trustee to be appointed by St. Albans Council;
- (3) one Trustee to be appointed by Colney Heath Parish Council;
- (4) one Trustee to be appointed by Hatfield Town Council;
- (5) one Trustee to be appointed by Watling Chase Community Forest;
- (6) five Trustees to be appointed by Arlington Securities Plc;
- (7) one Trustee to be appointed by agreement between all of the Trustees referred to above and in the absence of agreement such person as shall be nominated by the President from time to time of the [Landscape Architects Association] and such Trustee shall be appointed as the Chairman of the Trustees
- (8) in the event of a Trustee resigning or becoming incapable of acting, the organisation which appointed him shall be entitled to appoint a replacement Trustee and the said organisation may at any time remove a Trustee it has appointed;
- (9) the right to appoint and remove Trustees conferred above shall be exercised by an instrument in writing and sent to the secretary of Ellenbrook.

25. No person may be appointed as a Trustee:

- (1) unless he has attained the age of eighteen years; or
- (2) in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 26; and
- (3) unless he is a member of Ellenbrook.

Disqualification and removal of Trustees

26. A Trustee shall cease to hold office if he

- (1) ceases to be or be qualified to be a Trustee by virtue of any provision in the Act or the Charities Act 1993 or other relevant legislation;
- (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (3) resigns his office by written notice to Ellenbrook (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (4) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated.

Trustees' expenses and other benefits

- 27.(1) The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration except in accordance with the provisions of clause 5 of the Memorandum.
- 2) A Trustee shall not vote in respect of any contract in which he is financially interested or any matter arising out of it and if he does so vote his vote shall not be counted.

Trustees' appointments

28. Subject to the provisions of the Act and to clause 5 of the Memorandum, the Trustees may appoint one or more of their number to the office of managing director or to any other executive office under Ellenbrook. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee.
29. Except to the extent permitted by clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to Ellenbrook or receive remuneration or be

interested otherwise than as a Trustee in any other contract to which Ellenbrook is a party.

Proceedings of Trustees

30. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom unless that Trustee has so requested and has made provision for notice to be given at his expense. Save in an emergency notices of meetings of Trustees shall be in writing giving not less than 14 days notice of the date of the meeting and such notice shall be accompanied by an outline agenda of the matters to be discussed.
31. Questions arising at a meeting shall be decided by a simple majority of the Trustees present at the meeting. In case of an equality of votes the Chairman shall have a casting vote.
32. The quorum for the transaction of the business of the Trustees shall be six Trustees or such other number as may be fixed unanimously by the Trustees.
33. Where a Trustee has received written notice of the business to be transacted at a meeting of the Trustees which he is unable to attend, he may appoint another Trustee to vote at the meeting in his place and in accordance with his instructions. In that event the absent Trustee shall count towards the quorum with respect to the business as to which he has appointed another to vote.
34. The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
35. The Chairman of the meetings of Trustees shall be the Trustee appointed pursuant to Article 24(7). Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the deputy Chairman of the Trustees

of Ellenbrook shall be Chairman of the meeting but for the avoidance of doubt such replacement chairman shall not have any casting vote.

36. All acts done by a meeting of Trustees notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
37. A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.
38. All or any of the Trustees or the members may participate in a Board meeting by means of a conference telephone or equipment allowing all those participating in the meeting to hear and speak to each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and counts in the quorum accordingly. Such a meeting shall be deemed to take place where the largest number of those participating is assembled or where the Chairman is.
39. Any bank account in which any part of the assets of Ellenbrook is deposited shall indicate the name of Ellenbrook. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees.

Secretary

- 40.(1) Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term, (subject to clause 5 of the Memorandum) at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
- (2) A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the Secretary.

Minutes

41. The Trustees shall keep minutes in books kept for the purpose:
- (1) of all appointments of officers made by the Trustees; and
 - (2) of all proceedings at meetings of Ellenbrook and of the Trustees including the names of the Trustees present at each such meeting.

The Seal

42. The seal shall only be used under a resolution to that effect passed by the authority of the Trustees . The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

Accounts

43. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

Annual Report

44. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

Annual Return

45. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Notices

46. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
47. Ellenbrook may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that

address, but otherwise no such member shall be entitled to receive any notice from Ellenbrook.

48. A member present in person at any meeting of Ellenbrook shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
49. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

Indemnity

- 50.(1) Subject to the provisions of the Act every Trustee or other officer or auditor of Ellenbrook shall be indemnified out of the assets of Ellenbrook against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of Ellenbrook.
- (2) In the administration of Ellenbrook no Trustee shall be liable for any loss to the property of Ellenbrook arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice (which may be the advice of an appropriately qualified Trustee) before making such investment) or for the negligence or fraud of any agent employed by him or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any matter or thing other than willful and individual fraud or wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.

Rules

- 51.(1) The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of Ellenbrook and for the purposes of prescribing classes of and conditions of

membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- (i) the admission and classification of members of Ellenbrook (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (ii) the conduct of members of Ellenbrook in relation to one another, and to Ellenbrook's servants;
 - (iii) the setting aside of the whole or any part or parts of Ellenbrook's premises at any particular time or times or for any particular purpose or purposes which for the avoidance of doubt must be in compliance with the objectives of Ellenbrook;
 - (iv) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Articles;
 - (v) generally, all such matters as are commonly the subject matter of company rules.
- (2) Ellenbrook in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of Ellenbrook all such rules or bye laws, which shall be binding on all members of Ellenbrook. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

.....

.....

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

SCHEDULE ELEVEN

HIGHWAY IMPROVEMENTS

Off Site Highway Improvements

As part of the package of measures to relieve the expected traffic congestion due to the proposed development, improvements are required to the key highway junctions around the site: Roehyde, Comet Way (incorporating Bishops Square), Gatehouse and Galleria, Green Lanes and Jack Oldings. These improvements and the timing of their provision / related restrictions on the number of Units of Development which may be occupied in advance of their completion are outlined in the following paragraphs.

PART 1 TRIGGERS FOR OFF-SITE HIGHWAY IMPROVEMENTS

Junction	Triggers
Comet Roundabout including Bishops Square Roundabout Improvement	100 Units of Development in the Commercial Area or within 12 months of Commencement if earlier
Roehyde Interchange Improvement	100 Units of Development
Jack Oldings Roundabout Improvement	250 Units of Development
Green Lanes Roundabout Improvement	1400 Units of Development
Gatehouse Junction Improvement	35 Units of Development in the District Centre
Galleria Roundabout Improvement	Whichever is earlier of:- 50 Units of Development in the District Centre 600 Units of Development or within 12 months of Commencement if earlier

Comet Roundabout including Bishops Square Roundabout Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/80R and shall comprise the provision of:-

Widening and the installation of traffic signals on all of the approaches to the two roundabouts and on the circulating carriageways;

Controlled crossings for pedestrians and cyclists in the following locations:-

west of Bishops Square on the A1057;
across the new access to the Application Site;
on the A1001 both north and south of Comet Roundabout;
on Cavendish Way east of Comet Roundabout; and
on the access to the Comet Hotel south of Bishops Square.

Footway/cycleway links around the junction and in the following locations:-

between Comet Roundabout and Galleria Roundabout on the western side of the A1001;
between Comet Roundabout and College Lane on the southern side of the B6426 Cavendish Way; and
between Comet Roundabout and Ellenbrook Roundabout on the northern side of the A1057.

A two way in-out access with vehicle activated traffic signals capable of accommodating vehicles from the Comet Hotel to Bishops Square Roundabout;

A right turn lane into Ashbury Close on the A1057 west of Bishops Square; and

If an easement is agreed with the Comet Hotel minor re-alignment works to the access to Bishops Square roundabout on the A1057.

Roehde Interchange Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/13Q and shall comprise the provision of:-

Widening and the installation of traffic signals on all of the approaches to the interchange and on the circulating carriageway;

A footway/cycleway link between Roehde Interchange and the Comet Roundabout on the western side of the A1001.

Traffic signals on the junction between the A1001 and College Lane.

The removal of the footways on:-

the eastern side of the A1001 to the south of Roehyde Interchange from opposite the Ellenbrook Lane to the Interchange; and

on the eastern side of the A1001 outside the University to the University access on College Lane.

Jack Oldings Roundabout Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/43Q and shall comprise the provision of:-

Widening and the installation of traffic signals on all of the approaches to the two roundabouts and on the circulating carriageways;

Controlled crossings for pedestrians and cyclists on the A414 to the west of the roundabout;

Footway/cycleway links around the junction and in the following locations:-

between Jack Oldings Roundabout and Green Lane Roundabout on the eastern side of the A1001; and

between Jack Oldings Roundabout and Stanborough Lakes entrance on the eastern side of the A6129 Stanborough Road.

Gatehouse Junction Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/70M and shall comprise the provision of:-

Widening and the installation of traffic signals on all of the approaches to the junction including the opening out of the central reservation to allow all turning movements;

Controlled crossings for pedestrians and cyclists on the A1001 to the north of the junction and across the access to the Application Site; and

Footway/cycleway links around the junction and between Galleria Roundabout and Green Lane Roundabout on the western side of the A1001 including the provision of a Toucan crossing on Hatfield Avenue unless already carried out in connection with the Galleria Roundabout improvement.

Galleria Roundabout Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/70M and shall comprise the provision of:-

Widening and the installation of traffic signals on all of the approaches to the junction including the removal of the existing roundabout to create a four arm junction;

Controlled crossings for pedestrians and cyclists on the A1001 to the south of the junction, across the access to the Application Site and across the entrance to the Galleria;

Footway/cycleway links around the junction and between Galleria Roundabout and Green Lane Roundabout on the western side of the A1001 including the provision of a Toucan crossing on Hatfield Avenue unless already carried out in connection with the Gatehouse Junction Improvement; and

If an easement is agreed with the owners of the Galleria the installation of additional detection loops for the traffic signals.

Green Lane Roundabout Improvement

The improvement works at these junction are shown in principle on drawing number F8CSB/30M and shall comprise the provision of:-

A minor re-alignment of the A1001 southbound approach to the roundabout; and

Controlled crossings for pedestrians and cyclists on the A1001 to both the north and south of the roundabout and on Hatfield Avenue; and

Footway/cycleway links around the junction.

UTC System

A UTC system will be implemented as part of all of the proposed Offsite Highway Improvements.

An Urban Traffic Control System ("the UTC System") is required as part of the proposed offsite highway works to link all of the new signal junctions and signalled pedestrian/cycle crossing with an allowance for the expansion through to junction 2 of the A1(M) to ensure that the operation of the A1001 can be controlled in all circumstances. This route will remain the diversion route for

the Hatfield Tunnel for routine maintenance and in the event of an emergency. The route is also congested at various times throughout the day and week and difference signal control plans are needed to allow for the varying patterns of movement along the route as a whole. Multiple signal control plans will be needed for at least weekday peaks and off-peak, weekend peaks and off-peaks and for routine maintenance and emergency tunnel closures. Such plans must be prepared and agreed with the County Council and the Highway Agency for each of the offsite highway improvements prior to construction.

The UTC system will be provided by the Developer at his sole expense in accordance with the request of Hertfordshire County Council and the Highways Agency and include all the provision of the necessary equipment to allow the system to operate and be monitored. This will include inter alia all the equipment needed:-

as part of the offsite highway improvements such as ducting, cabling, traffic signals and traffic data loops for monitoring;

to connect the offsite highway improvements together and to the control centre, such as cabling, ducting and additional communication lines;

to bring the existing Variable Messages Signs under the control of the UTC system and provide additional Variable Messages Signs with the appropriate ducting and cabling as required; and

to upgrade the capacity of the control centre to be able to deal with the increase in demand needed to operate these junctions as a UTC system, such as additional hardware and software prior to the completion of the first offsite highway improvement.

The provision of this equipment be triggered in accordance with a programme agreed by the County Council will and the Highways Agency as part of the detailed design approval of the offsite highway works. The system and its provision must meet the requirements of both the County Council and the Highways Agency and for the avoidance of doubt will be fully funded by the Developer as part of the offsite highway improvements.

SCHEDULE TWELVE
GREEN TRANSPORT MASTER PLAN
Part 1

DUTIES OF THE SITE-WIDE CO-ORDINATOR

A Site-Wide Travel Co-ordinator shall be appointed to implement the Green Transport Master Plan and monitor performance thereof. The main duties will include:

To liaise with all occupiers and their employees to explain the Green Transport Master Plan and assist in the preparation of individual Green Transport Plans

To encourage participation and compliance with the Green Transport Master Plan and Green Transport Plans

To set up and maintain a register of employees on the Application Site and monitor their vehicle usage to work in accordance with Section 3 of Part 2 of this Schedule

To keep a car sharing database available to all occupiers and users of the Application Site

To make available to all employees students and regular visitors and suppliers relevant general and specific information on alternative forms of travel to work for employees and visitors and any season ticket loans fare subsidies shuttle buses and other incentives

To submit formal written monitoring reports to the County Council in accordance with Section 3 of Part 2 of this Schedule

To promote co-operation with other organisations and businesses in the area to reduce car driven journeys to work

To act as a point of contact on transport matters at the Application Site for the County Council the District Council the Town Council local parish councils the wider public and transport operators

To promote an annual car-free day when only essential car users are expected to travel to and from work by car

To carry out such relevant additional duties as may be included in the Green Transport Master Plan and/or as may be reasonably requested by the County Council as appropriate from time to time

To invite participation by and monitor respond to and keep a record of any complaints comments and suggestions made by employers employees staff and visitors

Part 2

DEVELOPING A GREEN TRANSPORT MASTER PLAN

SECTION 1 INTRODUCTION

The following provisions are intended to assist in the development of both the Green Transport Master Plan and Green Transport Plan's. Reference to Green Transport Plan shall include reference to both Green Transport Plan's and the Green Transport Master Plan

The purpose of a Green Transport Master Plan is for an organisation to examine the transport movements that are likely to be made to and from its premises, by its employees, clients and customers, and promote the use of sustainable transport measures for the carrying out of those movements. The Plan should include the provision of physical measures such as parking standards at the site that encourage the use of sustainable transport, as well as promoting the available alternatives to the car and more efficient use of the car.

A Green Transport Plan should be tailored to the particular characteristics, specific problems, issues and opportunities for the site. The County Council therefore does not expect implementation of all the outline measures in Section 2, as clearly different land uses will lead to different needs and objectives. However, it is expected that all measures should be assessed for appropriateness in each case. The Hatfield Aerodrome SPG provides further guidance on the preparation of any Green Transport Plan on this site.

SECTION 2 DEVELOPING A SUCCESSFUL GREEN TRANSPORT MASTER PLAN

1 Overall Requirements

- 1.1 The overall requirement of a Green Transport Plan is adoption of a package of measures that will help to achieve the agreed target of at least 30% of peak hour trips to be by non-car drivers. It will also contain performance measures and a monitoring

regime in respect of promoting more sustainable modes agreed prior to the occupation of the development. The target is aimed at reducing the number of trips made to the site by car in favour of other modes. Measures to achieve the target might include incentives to increase walking, cycling and passenger transport use to the site and to reduce the average distance travelled by employees for their journeys to work and on works business, etc.

- 1.2 The measures adopted need to be considered carefully, with the nature of land use and location being major influences. It is expected that the measures will include “sticks” as well as “carrots”, a balance is required that can be realistically implemented and carried through at the particular location.

Clear linkages must be made between the proposed measures and the target. Procedures must be internally consistent, and an audit trail will be required that provides evidence through monitoring that progress is being made towards the target or that it is being achieved.

2 Measures to be considered

- 2.1 As indicated, each situation will lead to a different solution however this section details the elements necessary to build a Green Transport Plan.

- 2.2 The Green Transport Plan will need to take account of all trips generated including:

employee travel between home and work

employee business travel during the working day

client and customer visits to the site

deliveries made to/from the site.

3. Providing for Alternatives Modes to Private Car

- 3.1 The cornerstone of the Green Transport Plan is to provide more sustainable transport choices which lead to a reduction in the need to travel, especially by private car. The following sections outline how these choices can be enhanced through physical and other measures.

4. Pedestrians

4.1 Walking as the main method of travel is probably best for journeys of less than one mile. Walking can be combined with, for example, passenger transport to cover longer distance journeys. There are obvious health benefits for staff, and savings on car running costs as well as benefits for business in terms of fewer car parking spaces.

4.2 The Green Transport Plan should include measures to ensure the site is pedestrian friendly in accordance with the on-site and off-site provision of footways and cyclepaths documented in the Hatfield Aerodrome SPG are provided for in the Footway/Cycleway Contribution and as part of the Offsite Highway Improvements to be paid and implemented by the developer to the Business Park

Providing convenient entrances for walkers that reduce, wherever possible, the walking distances to facilities outside the site, such as bus stops, footpaths, etc.

Providing on-site walking facilities that:

- are well lit,
- take account of safety concerns,
- take account of the needs of the mobility impaired.

Ensuring on-site facilities are highly visible which will assist in promotion of walking to/from and within the site.

Ensuring that on-site walking routes are attractive and, where feasible, passing points of interest.

Ensuring ongoing maintenance of the on-site facilities provided.

4.3 The Green Transport Plan should include measures to encourage and promote walking to the site by:

Encouraging discussion of the health benefits (less stress/improved fitness)

Encouraging staff to walk when travelling less than 1 mile to/at work

Promotional events, such as "Walk to Work Week"

5. **Cycling**

5.1 The benefits for cycling are similar to those for walking, with health and cost reduction being the major consideration for users. Again encouraging this mode will lead to the requirement for fewer car parking spaces.

5.2 The Green Transport Plan should include measures that ensure the site is cyclist friendly in accordance with the on-site and off-site provision of footways and cyclepaths documented in the Hatfield Aerodrome SPG and off-site are provided for in the Footway/Cycleway Contribution referred to in Clauses and as part of the Offsite Highway Improvements set out in Schedule Eleven by and as per 4.2:-

Providing convenient access to the site for cyclists (these need to be linked to facilities outside the site such as cycle paths, etc.)

Providing on-site cycling facilities that take account of safety concerns

Providing adequate cycle racks/cages - conveniently located and in clear view to lessen the chance of cycle theft.

Providing adequate showering and changing facilities

Providing lockers and drying facilities

Ensuring ongoing maintenance of on-site facilities provided.

5.3 The Green Transport Plan should include measures to encourage and promote cycling by:

Encouraging discussion of the health benefits (less stress improved fitness etc.)

Encouraging staff travelling shorter distance for business purposes to use a bicycle (including generous mileage allowances for bicycles)

Consideration of providing pool bikes for use by staff

Consideration of providing cycle loans

Promoting a bike to work day

Encouraging a bicycle user group within the organisation.

- 5.4 Levels of minimum provision for cycle parking should be consistent with the County Council's draft SPG on parking or any subsequent amendment thereof.
- 5.5 The location and design of the bicycle parking facilities will be such that they are readily visible from the building they serve and will be located close to the main staff entrance to provide security and facilitate their use
- 5.6 Within the covered bicycle parking a number of spaces located closest to the main building entrance will be designated and kept free for visitors
- 5.7 Within all new buildings in excess of 1500 square metres gross floor space provision will be made for male and female changing drying and shower facilities for use by those cycling to work and where extensions to existing buildings are proposed the potential to install such facilities shall be investigated with the existing or proposed occupiers

6. Passenger Transport

- 6.1 Passenger Transport should be regarded as a practical and positive alternative mode to the private car. In Hertfordshire buses have a better than 80% rate of being on time and 95-99% of trains are on time. New buses coming on the roads are cleaner, brighter and more comfortable. There are new features such as low floor buses to help those with mobility difficulties.
- 6.2 The Green Transport Plan should include measures that ensure the site is passenger transport friendly in accordance with the on-site and off-site provision of infrastructure and services documented in the Hatfield Aerodrome SPG are provided for by the Transport Contribution, the Transport Subsidy, the Bus Stops Contribution and the Central Interchange Contribution to be paid by the developer of the business park

Providing entrances near to bus stops

Giving priority to bus access over the private car where practical within the internal site layout including the provision of the Strategic Transport Route through the site.

Providing dedicated buses to link the site to passenger transport interchanges.

Providing clean, well lit, bus shelters.

Pursuing measures that fully exploit the potential to travel to the site. The Transport Contribution will fund services to both Hatfield and St Albans City Stations.

Providing passenger transport facilities that take account of the requirements of the Disability Discrimination Act 1995.

Providing information on the schemes that are being offered using the Transport Subsidy Contribution

- 6.3 The Green Transport Plan should include measures to promote the use of passenger transport by:

Providing season ticket loans and subsidised travel by passenger transport to encourage use by staff

Providing a discounted fare scheme to encourage use by clients and customers

Providing site specific information regarding passenger transport services. The Site-Wide Travel Co-ordinator will also have a responsibility for promoting passenger transport services

7. Telecommuting/Homeworking

- 7.1 Homeworking use, changes in demography, travel to work patterns and information technology to promote staff working from home and from satellite offices near to their home. Homeworking leads to work and family life being more compatible - staff are less stressed and more productive. There are clear savings in travel costs and provision of car parking spaces for business.

- 7.2 The Green Transport Plan should include measures to encourage telecommuting/homeworking by:

Providing appropriate technology - computing/e-mail/fax/copiers/etc.

Canvassing staff for ideas

Identifying suitable jobs and categorising

- base at home
- home some of the time

- fully mobile
- use satellite office
- use office nearer to home
- use electronic communication.

8. Car Park Management

- 8.1 The amount of car parking space provided will be in accordance with the provisions of the Hatfield Aerodrome SPG. However, the Green Transport Plan should include measures to manage the car parking space by conducting an annual monitoring survey of all car born traffic in and out of the site.

9. Car Sharing/Car Pooling

- 9.1 Car Sharing involves two or more people travelling together instead of using separate cars. They may pool their cars and alternate between them or regularly use a single vehicle and contribute to the running costs.

- 9.2 The Green Transport Master Plan should include measures to encourage car sharing by:

Assigning better positioned car park spaces to car sharers

Making pool cars available for car sharers to use if reasonably required

Providing a guaranteed ride home (if reasonably required)

Promoting a car sharing week/breakfast club to start the scheme

Purchasing car share software.

10. Flexible Working Hours

- 10.1 The benefits of flexible working hours include greater office coverage, longer hours of office opening, easier journeys to work by reducing the pressure on main approaches to the site in the morning and evening peaks.

- 10.2 Most staff are keen to get involved in flexible workings hours. Consideration needs to be given to:

1. Method of recording time
2. Length of opening of site
3. Rules needed for breaks during the day.

11. An Integrated Approach

- 11.1 The Green Transport Master Plan will include a package of measures. It will need to demonstrate the integration of overall transport provision, and will It must therefore discuss timescales for implementation of each of the measures to fit in with the strategy.

12. Awareness Campaigns

- 12.1 Green Transport Master Plans can substantially reduce car travel. The alternatives must therefore have the active support and participation of senior management. Each occupier shall have a designated person as the point of contact on travel issues who will liaise with the Site-Wide Travel Co-ordinator to promote awareness of the Green Transport Plan and ensure that it is implemented. This must be in accordance with the Hatfield Aerodrome SPG.

SECTION 3 MONITORING

As part of the Green Transport Master Plan and Green Transport Plans monitoring of travel to the site will need to be undertaken to meet the requirements of the Hatfield Aerodrome SPG particularly paragraphs 7.41 and 7.42. An annual written report will be submitted to the County Council and the District Council and will include inter alia information on travel to the site through an explanation of the surveys carried out, the results of the surveys and interpretation of the results of the surveys in the context of the provisions in the Hatfield Aerodrome SPG.

Reporting

To provide information for the annual report of the Site-Wide Travel Co-ordinator the following surveys will need to be undertaken:

From the date buildings are occupied which are predicted to generate 1000 Traffic Units or 5 years after first occupation of any building whichever is the earlier, annual data from the traffic loops is to be provided on the Spine Road at its junctions with St Albans Road West and both junctions with Hatfield Avenue and on the entrance to the District Centre from Comet Way shall

be collected and shall be analysed and form the basis of an annual report to the County Council and the District Council until the Development is completed and thereafter every 5 years.

Surveys

Surveys/counts shall be carried out on the following occasions:

Employment use: From the date buildings are occupied which are predicted to generate 1000 Traffic Units or 5 years after first occupation of any building whichever is the earlier, then every 3 years until the Development is completed and thereafter every 5 years

Residential use: upon the completion of all dwellings and thereafter every 5 years

Visitors: upon completion of the Commercial Area or upon the tenth anniversary of the first occupation of the Commercial Area whichever is the earlier and thereafter every 5 years.

These surveys will include questions to determine the following:

Personal information: age, gender, employment status, working pattern (full-time or part-time, hours, etc), any mobility disadvantage

journey information: origin/destination, mode, purpose, frequency, usual mode of travel, what would encourage a change in mode, knowledge of alternative modes

The survey process shall be reviewed every 5 years by the Site-Wide Travel Co-ordinator in consultation with the County Council and the District Council. If agreed in writing by both the County Council and the District Council, the frequency of surveys may reduce or the surveys may cease.

SECTION 4 THRESHOLDS OF BUILT DEVELOPMENT FOR THE PREPARATION OF GREEN TRANSPORT PLANS

Retail)	1,000 sq m
Cinemas and Conference facilities)	
D2 including leisure)	
 B1 including offices)	 2,500 sq. m
Higher and further education)	

B2 Industrial)	5,000 sq m
B8 Warehousing)	
Sui Generis Uses		1,000 sq m
University)	Any development.

Mixed Uses

Where any building or group of buildings is used or occupied by a single occupier for mixed uses within the above categories then the 2,500 sq m minimum threshold will apply

SCHEDULE THIRTEEN

CAR PARKING AND TRAFFIC MANAGEMENT STRATEGIES

PART 1 DISTRICT CENTRE

- 1.1 Number and location of spaces
- 1.2 Designation of spaces
- 1.3 Mechanisms to ensure that employees from the Commercial Area cannot park all day in the District Centre
- 1.4 Mechanisms to control spaces differently to ensure that the needs of different users groups are needed and to allow the dual use of parking spaces
- 1.5 Implementation and monitoring measures

PART 2 COMMERCIAL AREA

- 2.1 Number and location of spaces
- 2.2 Designation of spaces
- 2.3 Signage to prohibit employees from parking on the Spine Road and Strategic Transport Route such as parking restrictions supported by Traffic Regulation Orders
- 2.4 Signage to prohibit employees from parking in the Residential Area
- 2.5 Implementation and monitoring measures

PART 3 UNIVERSITY LAND

- 3.1 Number and location of car parking spaces
- 3.2 The designation of those spaces
- 3.3 Provision of transportation mechanisms to transfer students between the College Lane and Aerodrome campuses
- 3.4 Mechanisms to ensure that students residing on the site do not bring cars on to the University Campus or the adjoining residential areas

- 3.5 Enforcement measures to be undertaken by the University with step-in rights for the County Council to ensure that the above occurs with a commitment to use them
- 3.6 Implementation and monitoring measures

SCHEDULE FOURTEEN

BUS STOPS SPECIFICATION

Standard Bus Stop Specification

Bus stops within the Development shall incorporate the following:

- easy access kerbing;
- bus stop clearway order (and/or bus boarder to prevent obstructive parking);
- bus stop post and flag;
- sufficient timetable frame(s) to be determined on stop by stop basis;
- hardstanding area to agreed size;
- direct, safe and well lit link to adjacent footway;
- bus shelter (possibly via Adspace 2000/District Council contract) at least 6m length;
- block work paving at base of shelter to County Council /PTU standard specification.

The final design of individual bus stops should be agreed prior to construction with the County Council.

The location of bus stops within the Application Site should be agreed with the County Council and must conform with the parameters set out within the Hatfield Aerodrome SPG. Additionally bus stops should be suitably located in relation to footpath links and pedestrian crossings together with “key” generators/attractors of trips.

SCHEDULE FIFTEEN

STRATEGIC TRANSPORT ROUTE INCLUDING BUS INTERCHANGE IN THE DISTRICT CENTRE

This will be a carriageway of at least 6.1m with additional widening together with a 3 m wide footpath/cycleway and a 1m wide landscaped verge on one side and a 2m footway and 1m landscape verge on the opposite side at junctions to accommodate all movements including 12 metre bus running between Ellenbrook roundabout and the A1001 via the District Centre. Where the link is for buses only it should be self enforcing and in addition to signage it must contain measures such as rising bollards, gates, barriers or be signal controlled to prevent any other vehicles from using the link. The detailed design of such features will need to be agreed with the County Council prior to construction.

This route will be for buses, pedestrians and cyclists from Ellenbrook roundabout to the Spine Road, with the exception of a maximum distance of 300 m, where the route will be open to all traffic to allow access to the Residential Area. From this point to the District Centre via the Spine Road it will run on roads that carry all vehicles. It will then become a bus only link through the District Centre.

District Centre Bus Interchange Specification

The interchange facility within the site should incorporate the following features:-

- scheduled electronic departure screen(s);
- covered passenger waiting area/bus shelters;
- option for an enquiry office or information centre;
- space for 10 bus stops/stands;
- timetable frames;
- Electronic Passenger Information Point (EPIP);
- direct and convenient footpath links to adjacent areas;
- easy access kerbing;
- to be completely segregated from non-bus traffic;

sufficient bus stop flags and posts as appropriate;

designed to accommodate 12m length vehicles.

Location

The location and design of the interchange shall be designed to enable circular services to be achieved and the detailed location and configuration of the Bus Interchange shall be approved as part of the District Centre Framework Plan

SCHEDULE SIXTEEN

HATFIELD AERODROME TRIGGERS

Units of Development

The quantum of Development is for the purposes of calculating when any particular contribution is payable, facility provided, restriction applicable lifted or other obligation becoming due is to be converted into Units of Development using the table below where the quantum of Development appearing against the relevant form of Development in the same horizontal division of the table shall be equal to one (1) Unit of Development

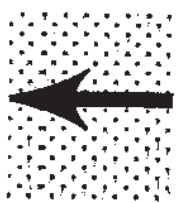
Land Use	Quantum of built Development on all floor equal to 1 (one) Unit of Development ¹
B1	100 square metres gross external floor space
B2	120 square metres gross external floor space
B8	340 square metres gross external floor space
Residential	2.5 Dwellings
Hotel	2.2 Hotel rooms
D2 – Leisure	135 square metres gross external floor space
Non Food Retail	20 square metres gross external floor space
Retail (Food)	40 square metres gross external floor space
Restaurant	100 square metres gross external floor space
Drive Thru	30 square metres gross external floor space
Sui Generis Uses	100 square metres gross external floor space

For example, each 100 m² gross external floorspace of B1 (a) generates one Unit of Development. This table is used to identify the various triggers/or thresholds used for works contributions restrictions and other obligations under this Agreement.

¹ Excludes:

buildings in ~~EBP~~ *Ellenbrook Park*
 Primary School building
 Childcare buildings
 Community Centre and other community buildings
 Excluding development within the University Land

CST
EG
10



individual component within that mixed use development so that a development of 1020 sq m of mixed B2/B8 floor space will equate to 8.5 Units of Development (ie. 1020 divided by 120 equals 8.5 Units of Development).

SCHEDULE SEVENTEEN

PART ONE - PRIMARY SCHOOL SPECIFICATION

A single storey primary school building or buildings providing permanent accommodation and non permanent accommodation in broad accordance with the following details set out below for a 1.5 form entry primary school with provision for a further 4 classrooms and associated facilities together with related parking landscaping playgrounds playing fields informal amenity space fences gates walls and other ancillary works as specified by the County Council

PERMANENT ACCOMMODATION

Teaching Area - approximately 1065sq.m

to comprise:

11 classrooms of 60 sq.m
Assembly Hall of 180 sq.m
Multi Purpose Hall of 80 sq.m
Small Group Room
Computer Tech Area
Food Tech Bay
Library
Special Needs/Parent Room
Kiln Room

Admin Area - approximately 93 sq.m

to comprise:

Accommodation for Head/Secretary
Medical Inspection Room
Staff Room
Caretaker's Room

Teaching Storage - approximately 99 sq.m in various areas

Toilets - approximately 72 sq.m in various areas

Other Accommodation - approximately 264 sq.m

to comprise:

Dining Room of 86 sq.m
Cloakrooms and lobbies of 84 sq.m
Kitchen of 82 sq.m
Plant and Electricity rooms

Circulation and Partitions as required

Nursery Education - approximately 103 sq.m

to include:

Classroom
Storage
Staff and pupil toilets
Cloakrooms and lobbies

NON PERMANENT ACCOMMODATION

Semi Permanent Accommodation

3 classrooms of 60 sq.m each together with associated toilets and classrooms

Temporary Accommodation

1 mobile classroom of 60 sq.m together with associated toilets and cloakrooms

PART TWO - CHILDCARE FACILITY SPECIFICATION

A single storey building purpose built for childcare providing permanent accommodation in broad accordance with the following details set out below together with related parking landscaping playgrounds playing fields informal amenity space fences gates walls and other ancillary works as specified by the County Council

Child Care Provision - Approximately 365 sq.m (All permanent accommodation)

to comprise:

Play Space for 0-5 year olds - approximately 222 sq.m

Associated facilities of approximately 143 sq.m

including:

- storage
- child changing rooms
- staff room
- office
- toilets
- kitchen
- laundry
- sleep room(s)

together with a minimum of 240 sq.m outdoor play area

SCHEDULE EIGHTEEN
PRIMARY SCHOOL SITE TRANSFER

**Transfer of part
of registered title(s)**

HM Land Registry

TP1

1. Stamp Duty

- ☐ 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 £

2. Title number(s) out of which the Property is transferred

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

4. Property transferred

The Property is defined:

- ☒ on the attached plan A and shown edged red

5. Date

6. Transferor

[
at

] (Company Number)

whose registered office is

7. Transferee for entry on the register

Hertfordshire County Council

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

9. The Transferor transfers the Property to the Transferee.

10. Consideration

- ☐ The Transferor has received from the Transferee for the Property the sum of
☒ ONE POUND (£1)
☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust

- ☐ 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

13. Additional Provisions

1. Definitions

- "Access Road" means a roadway together with footways on both sides and a cycleway on one side of the roadway and separate connection points to be constructed to adoptable standards for access to and egress from the Property all to such design and specification as the Transferee may reasonably require which roadway footways and cycleway shall in any event connect the Property to the adopted highway or such highway as is subject to an adoption agreement and open for public use
- "APDL" means Arlington Property Developments Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA
- "Estate Roads" all roads accessways and footpaths within the Park which do not exclusively serve a single occupier or group of occupiers on a self-contained basis and including the Access Road
- "HAML" means Hatfield Aerodrome Management Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA or such other management company which at the date of this transfer is obliged (inter alia) to maintain the infrastructure of the Park under covenant to its occupants
- "The Park" means the land shown for identification purposes only edged red on Plan B annexed hereto subject to the addition thereto or removal therefrom of such land as HAML may from time to time reasonably and properly determine but which variation does not prejudice the rights enjoyed by the Property hereunder
- "The Property" means the property shown edged red on Plan A annexed hereto being part of the land comprised in the title above mentioned
- "Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services which abut or upon being constructed pursuant to the provisions of this Transfer will abut the Property and which shall connect the Property to existing Service Conduits which are either adopted or controlled by the relevant statutory undertaker or service provider and which have adequate capacity to accommodate and meet the requirements of the use of the Property as set out in clause 2.1

2. Restrictive Covenants affecting the Property

- 2.1 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not for a period of 15 years from the date hereof not to use the Property other than as a school and/or childcare facility and/or social and/or community facility for educational childcare and community purposes including adult educational facilities and uses ancillary thereto
- 2.2 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not to use or permit to be used the Property or any part thereof for any purpose or in any way which shall cause a nuisance to the owners or occupiers from time to time of the Park or any part thereof or so as to permit or suffer the emission from any part of the Property of an unreasonable quantity of noise vibration smell fumes smoke soot ash dust grit radio interference or noxious or deleterious substances effluvia or effluent

PROVIDED ALWAYS that it is agreed between the parties

- (a) that nothing hereinbefore contained shall entitle any person (save for HAML) to enforce the covenants contained in this clause 2 against the Transferee its successors in title and assigns unless and save to the extent that the benefit of the said covenants may have been expressly assigned to such person or persons and
- (b) nothing hereinbefore contained shall operate to impose any restriction on the manner in which the Transferor may deal with any other land belonging to it or create or be deemed to create a building scheme or give the Transferee the benefit or the right to enforce any covenant agreement condition or stipulation entered into by any purchaser or tenant of the Transferor in respect of the remainder of the Park or any part thereof
- (c) this covenant shall not prevent the use of the Property in accordance with clause 2.1

3 Declaration

It is hereby agreed that save as herein expressly provided no easement quasi-easement or other rights exist or are hereby implied or created or conveyed or deemed to be created or conveyed in favour of the Property over any adjoining or neighbouring property nor in favour of any adjoining or neighbouring property over the Property

4. Rights Granted for the Benefit of the Property

- 4.1 The right (in common with the Transferor and other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the Estate Roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any Estate Road or any part thereof except in such areas thereof as may from time to time be available for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Estate Roads or any part thereof which are for use for general use by occupiers of the Park and/or public transport

- 4.2 The right to use the Service Conduits which may now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) (hereinafter called "the Perpetuity Period") be laid in on through under or upon those parts of the remainder of the Park and serving the Property together with all necessary rights to enter those parts of the remainder of the Park which are not built upon to inspect clean maintain renew and execute repairs or other works to any such Service Conduits causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby
- 4.3 All rights of support shelter and protection from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee
- 4.4 Until such time as such development of the adjacent land referred to below commences under The Section 106 Agreement dated 2000 and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) City and District of St. Albans District Council (3) BAe Systems Plc (4) Arlington Property Developments Limited (5) and The University of Hertfordshire Higher Education Corporation (6) the Transferee shall have the right on not less than 10 working days prior written notice to enter onto the adjacent land forming part of the Park with or without workmen for the purpose of carrying out any construction works on the Property where such work cannot reasonably be carried out without such entry being made the person exercising such right causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby

5. Right Reserved for the Benefit of the Transferor's Retained Land

There is reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right) all rights support shelter and protection from the Property as are enjoyed by the remainder of the Park

6. Personal Covenant by the Transferee

The Transferee hereby covenants with the Transferor by way of indemnity only at all times to observe and perform the covenants conditions agreements declarations and other provisions contained or referred to in the registers of the above Title Number [] as at [] 2000 so far as the same are still subsisting and relate to the Property and to keep the Transferor indemnified from and against all proceedings costs claims liability loss (howsoever incurred) in respect of any future to each or non-observance of the same.

7. Covenants by the Transferor

APDL covenants with the Transferee that:

- 7.1 within 21 days of the date of this Transfer APDL will (unless already completed) at its own expense construct or procure the construction of the Access Road and Service Conduits which are required to serve the Property up to the entrance of the Property at points specified by the Transferee and approved by ADPL (such approval not to be unreasonably withheld or delayed) and to a standard and specification which will enable the Access Road to be adopted as a highway maintenance at public expense and the Service Conduits to be adopted or taken over by the appropriate body or organisation having statutory authority to do so and in the case of the Service Conduits ADPL further covenants with the Transferee that the Service Conduits will be at a sufficient depth and of sufficient capacity as to allow and to accommodate the

maximum potential flow of surface water and sewage by means of gravity from the land and intended buildings on the Property

- 7.2 ADPL will at its own expense maintain the Access Road and the Service Conduits serving the Property at all times in good and substantial repair and condition pending the Access Road and the Service Conduits becoming adopted and maintainable at the public expense

8. **Declaration**

It is hereby agreed and declared that no term of this Transfer shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Transfer but this is without prejudice to any right or remedy of any person which arises otherwise than under the Contracts (Rights of Third Parties) Act 1999

THE FIRST SCHEDULE above referred to

1. The Deeds and documents referred to in the Charges Register of Title Number [] and excluding any financial encumbrances so far as the same affect the Property
14. *The transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan*

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

SCHEDULE NINETEEN
CHILDCARE SITE TRANSFER

**Transfer of part
of registered title(s)**

HM Land Registry

TP1

1. Stamp Duty

- ☐ 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 £

2. Title number(s) out of which the Property is transferred

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

4. Property transferred

The Property is defined:

- ☒ on the attached plan A and shown edged red

5. Date

6. Transferor

[
at

] (Company Number)

whose registered office is

7. Transferee for entry on the register

Hertfordshire County Council

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

9. The Transferor transfers the Property to the Transferee.

10. Consideration

- ☐ The Transferor has received from the Transferee for the Property the sum of
☒ ONE POUND (£)
☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust

- ☐ 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

13. Additional Provisions

1. Definitions

- "Access Road" means a roadway together with footways on both sides and a cycleway on one side of the roadway and separate connection points to be constructed to adoptable standards for access to and egress from the Property all to such design and specification as the Transferee may reasonably require which roadway footways and cycleway shall in any event connect the Property to the adopted highway or such highway as is subject to an adoption agreement and open for public use
- "APDL" means Arlington Property Developments Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA
- "Estate Roads" all roads accessways and footpaths within the Park which do not exclusively serve a single occupier or group of occupiers on a self-contained basis and including the Access Road
- "HAML" means Hatfield Aerodrome Management Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA or such other management company which at the date of this transfer is obliged (inter alia) to maintain the infrastructure of the Park under covenant to its occupants
- "The Park" means the land shown for identification purposes only edged red on Plan B annexed hereto subject to the addition thereto or removal therefrom of such land as HAML may from time to time reasonably and properly determine but which variation does not prejudice the rights enjoyed by the Property hereunder
- "The Property" means the property shown edged red on Plan A annexed hereto being part of the land comprised in the title above mentioned
- "Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services which abut or upon being constructed pursuant to the provisions of this Transfer will abut the Property and which shall connect the Property to existing Service Conduits which are either adopted or controlled by the relevant statutory undertaker or service provider and which have adequate capacity to accommodate and meet the requirements of the use of the Property as set out in clause 2.1

2. Restrictive Covenants affecting the Property

- 2.1 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not for a period of 15 years from the date hereof not to use the Property other than as a school and/or childcare facility and/or social and/or community facility for educational childcare and community purposes including adult educational facilities and uses ancillary thereto
- 2.2 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not to use or permit to be used the Property or any part thereof for any purpose or in any way which shall cause a nuisance to the owners or occupiers from time to time of the Park or any part thereof or so as to permit or suffer the emission from any part of the Property of an unreasonable quantity of noise vibration smell fumes smoke soot ash dust grit radio interference or noxious or deleterious substances effluvia or effluent

PROVIDED ALWAYS that it is agreed between the parties

- (a) that nothing hereinbefore contained shall entitle any person (save for HAML) to enforce the covenants contained in this clause 2 against the Transferee its successors in title and assigns unless and save to the extent that the benefit of the said covenants may have been expressly assigned to such person or persons and
- (b) nothing hereinbefore contained shall operate to impose any restriction on the manner in which the Transferor may deal with any other land belonging to it or create or be deemed to create a building scheme or give the Transferee the benefit or the right to enforce any covenant agreement condition or stipulation entered into by any purchaser or tenant of the Transferor in respect of the remainder of the Park or any part thereof
- (c) this covenant shall not prevent the use of the Property in accordance with clause 2.1

3 Declaration

It is hereby agreed that save as herein expressly provided no easement quasi-easement or other rights exist or are hereby implied or created or conveyed or deemed to be created or conveyed in favour of the Property over any adjoining or neighbouring property nor in favour of any adjoining or neighbouring property over the Property

4. Rights Granted for the Benefit of the Property

- 4.1 The right (in common with the Transferor and other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the Estate Roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any Estate Road or any part thereof except in such areas thereof as may from time to time be available for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Estate Roads or any part thereof which are for use for general use by occupiers of the Park and/or public transport

- 4.2 The right to use the Service Conduits which may now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) (hereinafter called "the Perpetuity Period") be laid in on through under or upon those parts of the remainder of the Park and serving the Property together with all necessary rights to enter those parts of the remainder of the Park which are not built upon to inspect clean maintain renew and execute repairs or other works to any such Service Conduits causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby
- 4.3 All rights of support shelter and protection from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee
- 4.4 Until such time as such development of the adjacent land referred to below commences under The Section 106 Agreement dated 2000 and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) City and District of St. Albans District Council (3) BAe Systems Plc (4) Arlington Property Developments Limited (5) and The University of Hertfordshire Higher Education Corporation (6) the Transferee shall have the right on not less than 10 working days prior written notice to enter onto the adjacent land forming part of the Park with or without workmen for the purpose of carrying out any construction works on the Property where such work cannot reasonably be carried out without such entry being made the person exercising such right causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby

5. Right Reserved for the Benefit of the Transferor's Retained Land

There is reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right) all rights of support shelter and protection from the Property as are enjoyed by the remainder of the Park

6. Personal Covenant by the Transferee

The Transferee hereby covenants with the Transferor by way of indemnity only at all times to observe and perform the covenants conditions agreements declarations and other provisions contained or referred to in the registers of the above Title Number [] as at [] 2000 so far as the same are still subsisting and relate to the Property and to keep the Transferor indemnified from and against all proceedings costs claims liability loss (howsoever incurred) in respect of any future to each or non-observance of the same.

7. Covenants by the Transferor

APDL covenants with the Transferee that:

- 7.1 within 21 days of the date of this Transfer APDL will (unless already completed) at its own expense construct or procure the construction of the Access Road and Service Conduits which are required to serve the Property up to the entrance of the Property at points specified by the Transferee and approved by ADPL (such approval not to be unreasonably withheld or delayed) and to a standard and specification which will enable the Access Road to be adopted as a highway maintenance at public expense and the Service Conduits to be adopted or taken over by the appropriate body or organisation having statutory authority to do so and in the case of the Service Conduits ADPL further covenants with the Transferee that the Service Conduits will be at a sufficient depth and of sufficient capacity as to allow and to accommodate the

maximum potential flow of surface water and sewage by means of gravity from the land and intended buildings on the Property

- 7.2 ADPL will at its own expense maintain the Access Road and the Service Conduits serving the Property at all times in good and substantial repair and condition pending the Access Road and the Service Conduits becoming adopted and maintainable at the public expense

8. **Declaration**

It is hereby agreed and declared that no term of this Transfer shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Transfer but this is without prejudice to any right or remedy of any person which arises otherwise than under the Contracts (Rights of Third Parties) Act 1999

THE FIRST SCHEDULE above referred to

1. The Deeds and documents referred to in the Charges Register of Title Number [] and excluding any financial encumbrances so far as the same affect the Property
14. *The transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan*

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

SCHEDULE TWENTY
AVIATION HERITAGE CENTRE TRANSFER

© 2004 BY THE UNIVERSITY OF CHICAGO. All rights reserved. Copying or distributing in print or electronic forms without written permission of the University of Chicago Press is prohibited.

10. Consideration

- ☐ The Transferor has received from the Transferee for the Property the sum of
☒ ONE POUND (£1)
☐ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust

- ☐ 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

13. Additional Provisions

1. Definitions

- "Access Road" means a roadway together with footways on both sides and a cycleway on one side of the roadway and separate connection points to be constructed to adoptable standards for access to and egress from the Property all to such design and specification as the Transferee may reasonably require which roadway footways and cycleway shall in any event connect the Property to the adopted highway or such highway as is subject to an adoption agreement and open for public use
- "APDL" means Arlington Property Developments Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA
- "Estate Roads" all roads accessways and footpaths within the Park which do not exclusively serve a single occupier or group of occupiers on a self-contained basis and including the Access Road
- "HAML" means Hatfield Aerodrome Management Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA or such other management company which at the date of this transfer is obliged (inter alia) to maintain the infrastructure of the Park under covenant to its occupants
- "The Park" means the land shown for identification purposes only edged red on Plan B annexed hereto subject to the addition thereto or removal therefrom of such land as HAML may from time to time reasonably and properly determine but which variation does not prejudice the rights enjoyed by the Property hereunder
- "The Property" means the property shown edged red on Plan A annexed hereto being part of the land comprised in the title above mentioned
- "Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services which abut or upon being constructed pursuant to the provisions of this Transfer will abut the Property and which shall connect the Property to existing Service Conduits which are either adopted or controlled by the relevant statutory undertaker or service provider and which have adequate capacity to accommodate and meet the requirements for the use of the Property as set out in clause 2.1

2. Restrictive Covenants affecting the Property

- 2.1 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not for a period of 15 years from the date hereof to use the Property other than as a facility / school /centre and /or museum for the display appreciation and study of aviation heritage and avionics together with ancillary and incidental uses
- 2.2 The Transferee for itself and its successors in title and assigns hereby covenants with HAML and its assigns to the intent that the burden of this covenant shall run with and bind the Property and each and every part thereof not to use or permit to be used the Property or any part thereof for any purpose or in any way which shall cause a nuisance to the owners or occupiers from time to time of the Park or any part thereof or so as to permit or suffer the emission from any part of the Property of an unreasonable quantity of noise vibration smell fumes smoke soot ash dust grit radio interference or noxious or deleterious substances effluvia or effluent

PROVIDED ALWAYS that it is agreed between the parties

- (a) that nothing hereinbefore contained shall entitle any person (save for HAML) to enforce the covenants contained in this clause 2 against the Transferee its successors in title and assigns unless and save to the extent that the benefit of the said covenants may have been expressly assigned to such person or persons and
- (b) nothing hereinbefore contained shall operate to impose any restriction on the manner in which the Transferor may deal with any other land belonging to it or create or be deemed to create a building scheme or give the Transferee the benefit or the right to enforce any covenant agreement condition or stipulation entered into by any purchaser or tenant of the Transferor in respect of the remainder of the Park or any part thereof
- (c) this covenant shall not prevent the use of the Property in accordance with clause 2.1

3 Declaration

It is hereby agreed that save as herein expressly provided no easement quasi-easement or other rights exist or are hereby implied or created or conveyed or deemed to be created or conveyed in favour of the Property over any adjoining or neighbouring property nor in favour of any adjoining or neighbouring property over the Property

4. Rights Granted for the Benefit of the Property

- 4.1 The right (in common with the Transferor and other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the Estate Roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any Estate Road or any part thereof except in such areas thereof as may from time to time be available for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such Estate Roads or any part thereof which are for use for general use by occupiers of the Park and/or public transport

4.2 The right to use the Service Conduits which may now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) (hereinafter called "the Perpetuity Period") be laid in on through under or upon those parts of the remainder of the Park and serving the Property together with all necessary rights to enter those parts of the remainder of the Park which are not built upon to inspect clean maintain renew and execute repairs or other works to any such Service Conduits causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby

4.3 All rights of support shelter and protection from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee

5. Rights Reserved for the Benefit of the Transferor's Retained Land

The following rights are reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

5.1 The right to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which may as at 28 December 2000 be laid in through under or upon the Property and which serve any other part of the Park provided that the Transferee may at any time divert the course of such Service Conduits within the boundaries of the Property provided further that in carrying out such diversion the Transferee shall not cause any interference with the flow of any such services through the Service Conduits

5.2 The right at all reasonable times after giving reasonable written notice (save in case of emergency) to enter upon the relevant parts of the Property with or without workmen and appliances to inspect clean maintain renew and execute repairs to the Service Conduits referred to in clause 5.1 which serve any other part of the Park the persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all such damage to the Transferee's reasonable satisfaction

5.3 All rights of support shelter and protection from the Property as are enjoyed by the remainder of the Park

6. Personal Covenant by the Transferee

6.1 The Transferee hereby covenants with the Transferor by way of indemnity only at all times to observe and perform the covenants conditions agreements declarations and other provisions contained or referred to in the registers of the above Title Number [] as at [] 2000 so far as the same are still subsisting and relate to the Property and to keep the Transferor indemnified from and against all proceedings costs claims liability loss (howsoever incurred) in respect of any future to each or non-observance of the same.

7. Covenants by the Transferor

APDL covenants with the Transferee that:

7.1 within 21 days of the date of this Transfer APDL will (unless already completed) at its own expense construct or procure the construction of the Access Road and Service Conduits which are required to serve the Property up to the entrance of the Property at points specified by the Transferee and approved by ADPL (such approval not to be unreasonably withheld or delayed) and to a standard and specification which will enable the Access Road to be adopted as a highway maintenance at public expense

and the Service Conduits to be adopted or taken over by the appropriate body or organisation having statutory authority to do so and in the case of the Service Conduits ADPL further covenants with the Transferee that the Service Conduits will be at a sufficient depth and of sufficient capacity as to allow and to accommodate the maximum potential flow of surface water and sewage by means of gravity from the land and buildings on the Property

- 7.2 ADPL will at its own expense maintain the Access Road and the Service Conduits serving the Property at all times in good and substantial repair and condition pending the Access Road and the Service Conduits becoming adopted and maintainable at the public expense

8. **Declaration**

It is hereby agreed and declared that no term of this Transfer shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Transfer but this is without prejudice to any right or remedy of any person which arises otherwise than under the Contracts (Rights of Third Parties) Act 1999

9. **Transfer Back to the Transferor**

- 9.1 If at any time within the period of 21 years from the date hereof the Property shall cease to be occupied by any person for use as an aviation heritage centre (as referred to in clause 2.1) for a continuous period of two years the Transferee shall transfer the Property to the Transferor at the price of One Pound within 10 working days of expiry of the said two year period
- 9.2 The Transferee hereby covenants with the Transferor and its successors in title not to transfer the Property without procuring that the transferee covenants directly with the Transferor in the same terms as this clause 9 (including this clause 9.2)]

THE FIRST SCHEDULE above referred to

1. The Deeds and documents referred to in the Charges Register of Title Number [] and excluding any financial encumbrances so far as the same affect the Property
14. *The transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan*

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

EXECUTED as a DEED by
[]
acting by:

Sign here

Director

Secretary/Director

SCHEDULE TWENTY ONE
LANDSCAPE FRAMEWORK DOCUMENT

HATFIELD GREENBELT : SECTION 106

ELLENBROOK PARK

**LANDSCAPE
FRAMEWORK DOCUMENT**

Text amended as agreed

**Plans previously prepared
and circulated remain unchanged**

**Macgregor Smith
The Malthouse
Sydney Buildings
Bath
BA2 6BZ**

**Tel: 01225 464690
Fax: 01225 429962
E-mail: macsmith@macgregorsmith.co.uk**

22 December 2000

1. Introduction

- 1.1 This paper describes the agreed principles which have been developed to achieve the vision for the Green Belt area set out in the Supplementary Planning Guidance and is in the form of a "framework paper" to be attached to a Section 106 Agreement. The Green Belt area is referred to in this document as Ellenbrook Park.
- 1.2 The scope of the works described below will form the basis of a "Landscape Management Document" which will describe in full detail the design and management proposals for Ellenbrook Park. It will be submitted for approval by the Local Authorities as required by the Section 106 Agreement.
- 1.3 The detailed design and implementation of the new planting and footpaths will be described in the Landscape Management Document and will be carried out by *Arlington Property Development Ltd* and handed over to a bespoke Management Trust following a 2 year maintenance and defects liability period. The works will be carried out in the first relevant horticultural period following conclusion of the agreement.
- 1.4 The principles contained in the Landscape Management Document will be administered by a Management Trust referred to in further detail in a separate appendage. Its objectives will be to manage Ellenbrook Park in accordance with those principles including the promotion of biodiversity through habitat creation, the creation of new landscaped features and the provision of access by the public.
- 1.5 The management of the landscape and implementation of any new works will require flexibility in both programme and exact disposition of the landscape elements. However, the following framework sets out how it is envisaged that the 'Management Trust' and the 'Landscape Management Document' will be established and how it is proposed that the phasing of the work to implement the vision for Ellenbrook Park will be carried out.

1.6 Drawings

Drwg. 1	Key Drawing
Drwg. 2	Ellenbrook Park (The stream and storm water lagoons)
Drwg. 3	Ellenbrook Park – Detailed Areas (The stream and storm water lagoons)
Drwg. 4	Shared Cycle Track/Footpath with Adjoining Bridleway

- 1.7 The proposed landscape treatment for these areas follows the SPG in Section 8, Landscape Master Plan Framework and Strategy, Section 9 (Overall Green Belt and Minerals Strategy) and Section 13 (Area Brief: Residential). The general Green Belt landscape objectives are:

- To encourage open uses and informal recreation.
- To phase in public access.
- To improve environmental quality and landscape character.
- To encourage community forest planting.
- To enhance ecological/nature value.

1.8 The approximate division of land uses is as set out in the SPG at:

- Woodland 20% - 30%
- Grassland, open space for leisure 70% - 80%

1.9 In the event of mineral extraction then the Landscape Management Document will be the subject of amendment with further landscape treatment and planting. Since the programme for any extraction is not as yet known this document anticipates an "interim" landscape treatment. Any new landscape following mineral extraction will follow the same pattern described in the SPG.

2.0 The Landscape Treatment and Management

2.1 Ellenbrook Park will include a variety of uses; their general distribution is shown on Drwg. 1 and areas of planting set in Schedule 1.

The proposed general character of the area is that it shall largely retain its open and flat character with views across the wider landscape with the majority of the areas retained as it is i.e. as open grassland. It shall contain a broad balance of native deciduous woodland / copses and grass. This shall be initially laid out as a balance of 20% woodland and 80% grass. The Trust may however develop this balance subject to applying for and receiving additional funding to 30% woodland and 70% grass.

Schedule 1	Area	Percentage
Total Existing Woodland	15.2 ha)	20%
Total New Woodland	20.1 ha)	
Total Grassland	141.3 ha	80%
	176.6 ha	100%

Public access will be provided for via a footpath system and bridleway. The general routing is set out on Plan A and comprises:

- A northsouth surfaced pathway linking St Albans Road and Coopers Green Lane (adjacent to Astwick Manor) via Ellenbrook. This will be a designated public right of way. Connections to future adjacent development will be made by the relevant developer and subject to future planning applications.
- A circular permissive surfaced pathway as shown on plan A linking to adjacent public footpaths, Colney Heath 14 and 15.
- Adjacent mown grass bridleways.

The specific areas of the Green Belt are:

2.2 Area A. The Ellenbrook banks and storm water lagoons (Drwg. 2 and 3)

An 8.9 ha area which acts as a threshold to the more open areas to the west. It is centred around the diverted, opened out and re-contoured Ellenbrook and storm water lagoons. It will be managed to appear 'natural' in form using native trees, shrubs and grasses. Principally grassland (80%) with copses of trees planted as whips and transplants (20%) and aquatic marginal vegetation along the course of the Ellenbrook.

The appearance of this part is illustrated in more detail in Drawings 2 and 3 and is the subject of a separate planning application. These show the alignment of Ellenbrook and how its side/slopes are designed to blend sympathetically with the surrounding area. In some parts of the side slopes rise into contoured surrounding to give a sense of enclosure and some screening to the adjacent proposed housing areas. The accompanying planting will be laid out to reinforce this to give a variety of habitats for wildlife.

The Ellenbrook and storm water lagoons fulfil a drainage function for the adjacent development land. All matters relating to the management of this drainage function and its maintenance will be carried out by Arlington *Property Developments Ltd*. The Trust will manage the aquatic vegetation to a programme agreed by Arlington *Property Developments Ltd* and their representatives.

2.3 Area B. New Woodland

20.1 hectares. New native woodland made up of forestry, comprising 'Whips' and Transplants with groups of Feathered trees adjacent to footpaths. All planting stock will be protected with rabbit/deer guards and spaced at an average of 2m centres.

2.4 Area C. Existing Grassland

2.4.1 141.3 hectares. Prior to mineral extraction the runway will be removed and thereafter reinstated with soil, and grass seeded. Species will be chosen to blend with existing surrounding areas. The entire area to be maintained as it is i.e. rough grassland and cut using appropriate agricultural equipment 2 times per year with a provisional 3rd cut.

2.4.2 Area C1

This area is within a Mineral Extraction Zone 4 will be subject to an Interim Management Scheme. Until mineral extraction takes place, it will be maintained as:

- 80% grassland as 2.4.1
- 20% stands of trees *planted as native copses with whips* in rabbit/deer guards.

2.5 Area D. Existing Woodland

15.2 hectares of mature broadleaved trees, including Ancient Woodland. This area to be the subject of a specific woodland management plan *to be produced by a woodland specialist* and include any minor coppicing, replanting and management.

2.6 Area E. Tree Planted Mounds/Buffer Planting

4.1 hectares. Subject to detail design buffer mounding to a maximum height of 3.5m, side slopes maximum 1:3, to screen possible mineral extraction workings. 70% grass, 30% 'Whips' and Transplant planting using native trees as in Area B.

2.7 Footpaths (Drwg. 4)

- All paths and bridleways will be open to the public, but all except for the north/south path will be managed as 'Permissive' :

paths and bridleways which can be re-routed according to management requirements. The surfaced paths shown on Plan A shall be a 3m wide Shared Cycle Track/Footpath. They shall be suitably constructed using 1000 gauge terram, under 150mm consolidated depth of crushed brick or similar approved from on site demolition arisings. The bridleway shall be a 2.5/3.0m wide mown grass strip following the path system. It shall be regularly marked with low timber pegs.

2.8 Entrances

At four points marked on Key Drawing 1 a timber sign board (no greater than 3m²) will be provided showing a plan and general information in respect to access, habitat and the Trust contact address. Timber bollards will be provided to prevent vehicular access.

2.9 Signage

At up to six significant path intersections, a timber way-marker will be provided.

2.10 Car Park

Subject to location of a suitable site and approval of the relevant Highway Authority, a small car park, accommodating up to 20 cars, will be provided. It will be surfaced with materials similar to 2.7 above.

2.11 Park Security Against Unauthorised Access

All edges to the Park that are accessible by vehicles will need to be protected from unauthorised access, e.g. travellers and fly tipping.

A secure fence currently marks these boundaries, and this is supplemented by hedgerows and trees. Additional dense trees and shrubs, as shown on Drawing 1, will be provided to further thicken the boundary planting in appropriate areas. Until this establishes, and in the event of any breaks in the fence line occurring, appropriate repairs will be carried out.

At entrances and where occasional maintenance access is required, sturdy lockable bollards and knee high rail fencing will be installed.

3.0 The Management Trust

- 3.1 The area will be managed to high standards to meet the objectives set out in 1.7, and following good horticultural practice and relevant British Standards to promote public access and biodiversity.
- 3.2 The Management Trust will be responsible for the long term delivery of the landscape objectives set out in Section 1.7 above via the Landscape Management Document.
- 3.3 It will be formed during the Maintenance and Defects Liability period of the capital works described in Section 2 above and be composed as set out in a separate attached Agreement. Its role will be as below and as further defined in the appended Memorandum of Association.

- 3.4 It will sit quarterly or at other agreed regular intervals and will monitor the rolling programme of the Landscape Management Document and guide the management and maintenance work necessary to fulfil its objectives.
- 3.5 The Trust will be encouraged to provide a 'positive' management role via resources provided by the endowment such as adjustments to the management of the planted areas to improve habitat and adjusting footpath/bridleway routings. Furthermore, it may seek additional sources of funds, e.g. forestry/woodland grants, nature conservation grants, to fund relevant projects.
- 3.6 It will be provided with technical support/landscape management advice by Arlington Property Developments Ltd's in-house expertise, nominated representatives, or specialist advisers as necessary.
- 3.7 It will be provided with a postal address and meeting room facilities by Arlington Property Developments Ltd at their on site Management suite.
- 3.8 It will be provided with all reasonable administrative facilities via the Arlington Property Developments Ltd's on-site Park Manager.
- 3.9 The rolling programme of Landscape Management/Maintenance and any additional landscape management works carried out for the Trust including grass cutting, woodland maintenance, repair of permissive paths, will be carried out via Arlington Property Development Ltd's on-site Park Landscape Management Team, or other suitable landscape contractors.
- 3.10 Security, including regular patrols of the GreenBelt will be provided by Arlington Property Development Ltd's Management Team, and the Park Ranger or other specialist.
- 3.11 The condition of the boundaries including fencing will be the responsibility of Arlington Property Development Ltd.
- 3.12 The Trust will be advised for the agreed period by the Landscape Consultant and Park Ranger in accordance with the job specification included in the Section 106.

4.0 The Landscape Management Document

- 4.1 The *Management* document as required by the Section 106 Agreement will set out more detailed requirements for the landscape of Ellenbrook Park. It will need to remain flexible to ensure any future mineral extraction proposals are not unreasonably affected, it will set out the principals of phasing and a series of standards in respect of the design, implementation and management of the key landscape components. It will take the form of a bound document which will contain:
- 4.2.1 A mission statement setting out objectives for Ellenbrook Park and in particular the promotion of bio-diversity and public access.
- 4.2.2 A copy of the habitat surveys already in existence.
- 4.2.3 A conceptual master plan illustrating how the entire Ellenbrook Park area should appear and work.

The master plans will divide the area up into various habitat zones and public access routes and land use zones with a series of related design requirements including those for the mineral extraction areas.

This will be developed via consultation with the Hertfordshire Biological Records Centre, Watling Chase Community Forest and any other relevant agreed organisations.

4.2.4 Detailed planting schemes and specifications.

4.2.5 A bespoke rolling management plan describing the creation, establishment, and future maintenance of the landscape of Ellenbrook Park and detailing seasonal landscape operations necessary to achieve SPG objectives. The contents of the Management Plan will include:

Existing Vegetation Management

A rolling programme describing workmanship and materials for general tree work, coppicing, replanting, wildlife encouragement measures suitable for ensuring the longevity of broadleaved woodland including semi-natural and ancient woodland.

New Planting Areas

A rolling programme describing workmanship and materials and frequency of spring, summer, autumn, winter operation for forestry/native woodland planting including:

- weed control - strimming
- pest control
- coppicing
- formative pruning
- fertiliser application
- herbicide application
- mulch application
- replacements

All to promote bio-diversity

Grassland Areas

A rolling programme describing workmanship and materials and frequency of operation to promote bio-diversity within semi-natural grassland including cuts. 2x per year e.g. July/September, provisional 3rd cut April. 4 cuts per year to surfaced path verges.

Public Access

A rolling programme to ensure proper maintenance of the new surfaced footpaths and the provision of further mown grass footpaths to respond to desire lines.

5.0 Phasing

5.1 Until the exact area for mineral extraction is made clear and the full opportunities which exist post extraction can be realised, the strategy document should set out a

framework of Interim measures. These should follow the phasing set out below and be carried out in the first suitable horticultural season following approval.

5.2 THE ESTABLISHMENT PERIOD:
INTERIM PHASE 1 - Grassland, Woodland and Public Access
(Prior to Mineral Extraction)

- 5.2.1 Removal of runway, soiling areas, grass seeding.
- 5.2.2 Mowing of the existing grassland. Area C.
- 5.2.3 Establishment of the system of 'Permissive Paths'.
- 5.2.4 The stream and storm water lagoons. Area A
- 5.2.5 Buffer Zones. Areas E
- 5.2.6 Woodland Planting. Area
- 5.2.7 The handing over of the newly planted areas and footpaths to the Management Trust following 2 years maintenance and defects liability period.
- 5.2.8 The maintenance and management of existing woodland as set out above

5.3 Phase 2 (During Mineral Extraction)

- 5.3.1 The relevant Mineral Extraction companies will be required via planning conditions to provide landscape plans and commitment to implement them in appropriate phases. This will meet the requirements of the strategies set out in the Landscape Management Document and will contain requirements for both the extraction phase and post extraction (permanent) phases.
- 5.3.2 These will demonstrate how the permissive path structure crossing the Mineral Extraction areas will be re-routed to allow convenient and safe public access to continue across Ellenbrook Park.

5.4 Phase 3 (Post Mineral Extraction)

- Following completion of extraction, these areas will then be blended into the existing areas and control of the land returned to the Management Trust. Any additional landscape maintenance requirements for the restored and enhanced park will be covered by a commuted sum payable by the Mineral Extraction companies.

KEY

Area A A nature park set around the Ellenbrook now in open course

Area B New native woodland blocks and coppices

Area C1, C2 & C3 Existing grassland maintained as natural open space

Area D Home Court. Existing mature woodland managed to promote its longevity.

Area E Tree planted screen mounds using native species

Area F University of Hertfordshire Playing Fields

Boundary of the Greenbelt Area

Existing Woodland

Proposed Woodland

Existing Public Footpath

Mown Footpaths

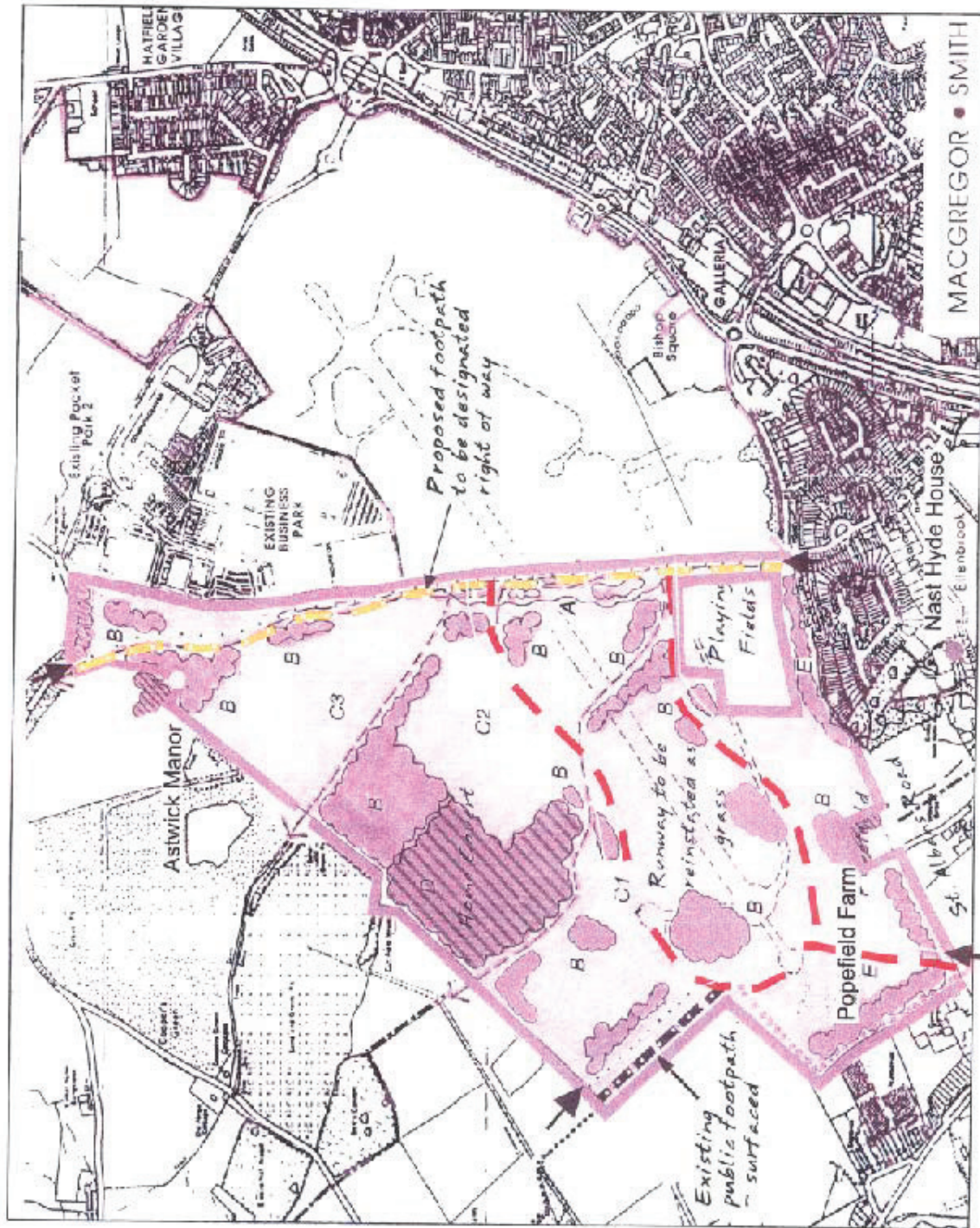
Indicative Route of Proposed (Permissive) Surfaced Paths

Indicative route of proposed (permissive) mown grass bridleways.

Indicative route of mown grass bridleway (Public right of way)

Indicative route of proposed surfaced path (public right of way)

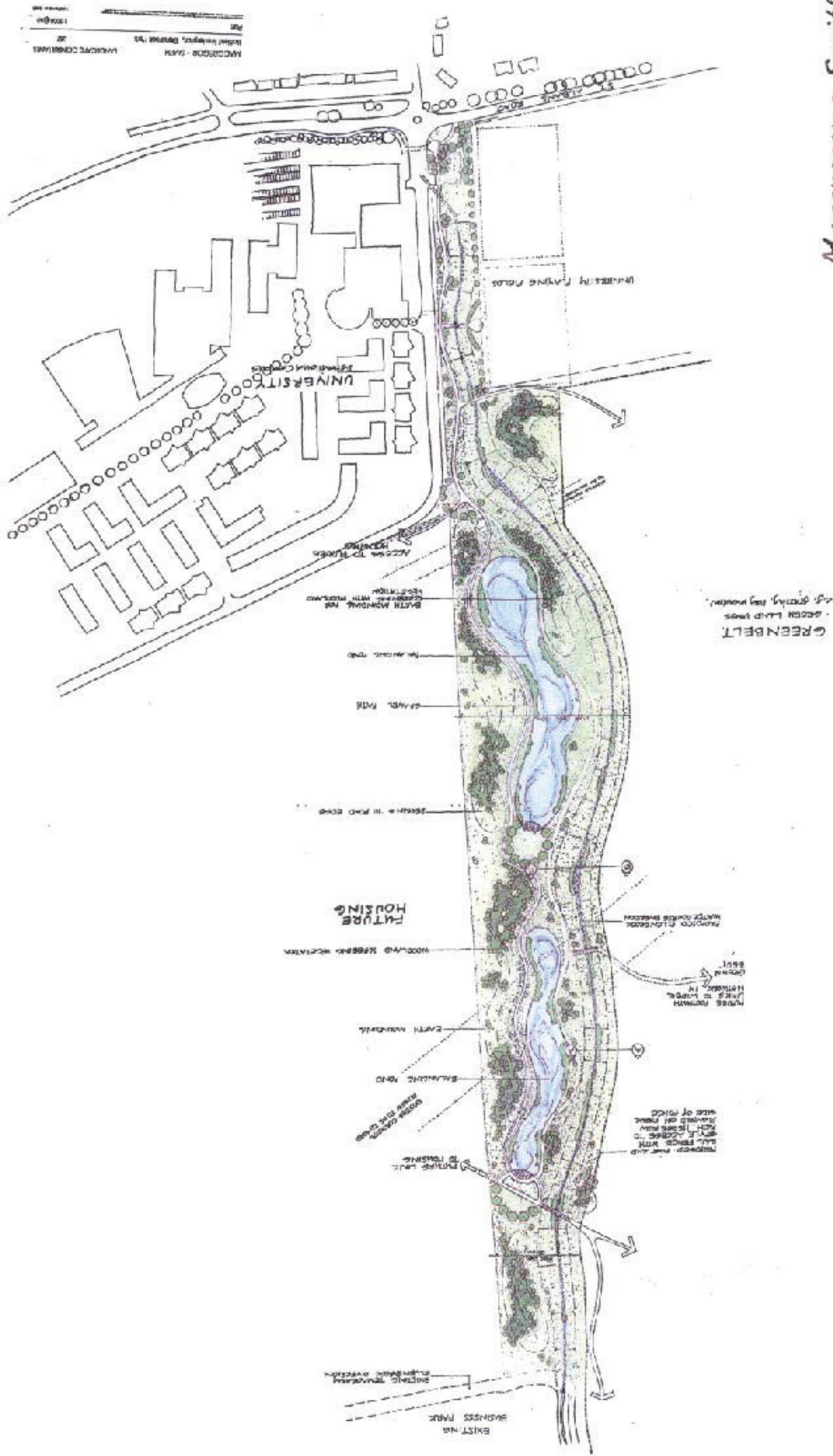
Entrances



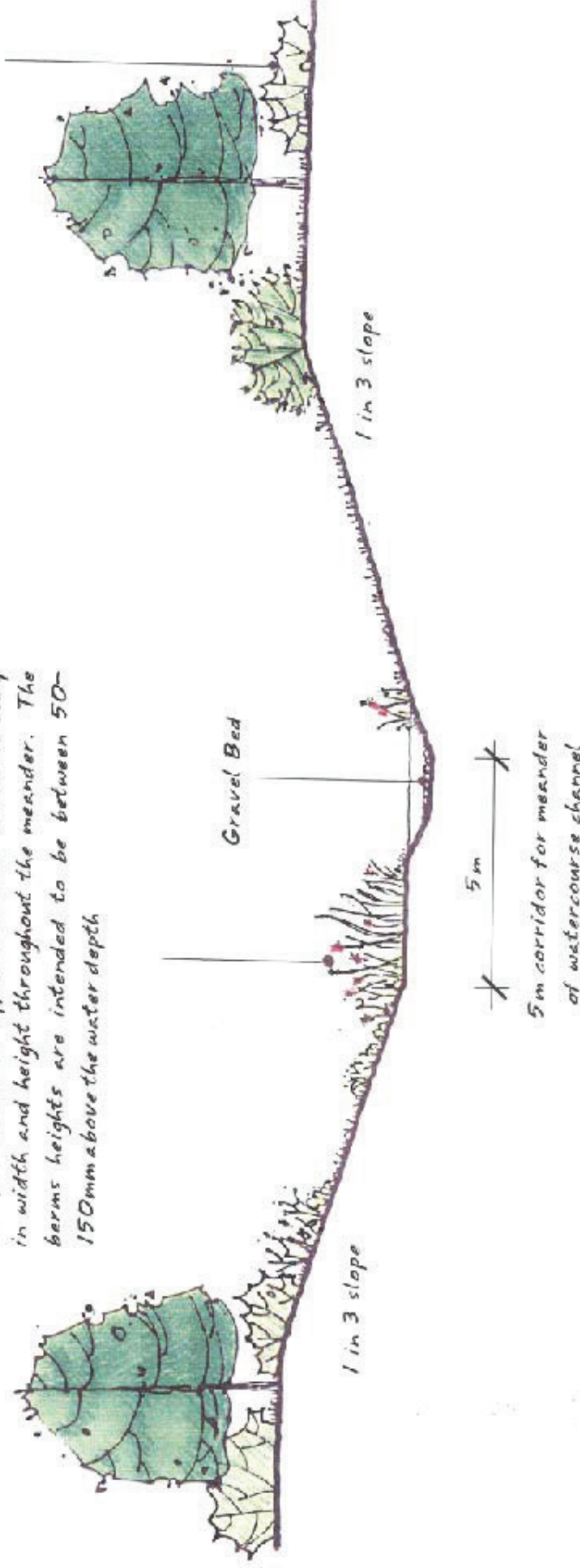
Reproduced from the Ordnance Survey map with the permission of The Controller of HMSO.
© Crown copyright Licence No. SR48595X



Reproduced from the Ordnance
Survey map with the permission
of The Controller of HMSO,
© Crown copyright Licence No.
SR48895X



Aquatic planting along berms to include the following native species: *Acorus calamus*, *Butomus umbellatus*, *Caltha palustris*, *Carex riparia*, *Iris pseudoacorus*, *Juncus effusus*, *Lythrum salicaria*, *Scirpus lacustris*, *Typha latifolia*. Berms to vary in width and height throughout the meander. The berms heights are intended to be between 50-150mm above the water depth



Localized areas of native shrub planting along banks to aid development of habitat diversity, to include the following species: *Cornus sanguinea*, *Corylus avellana*, *Ilex aquifolium*, *Salix caprea*, *Salix viminalis*

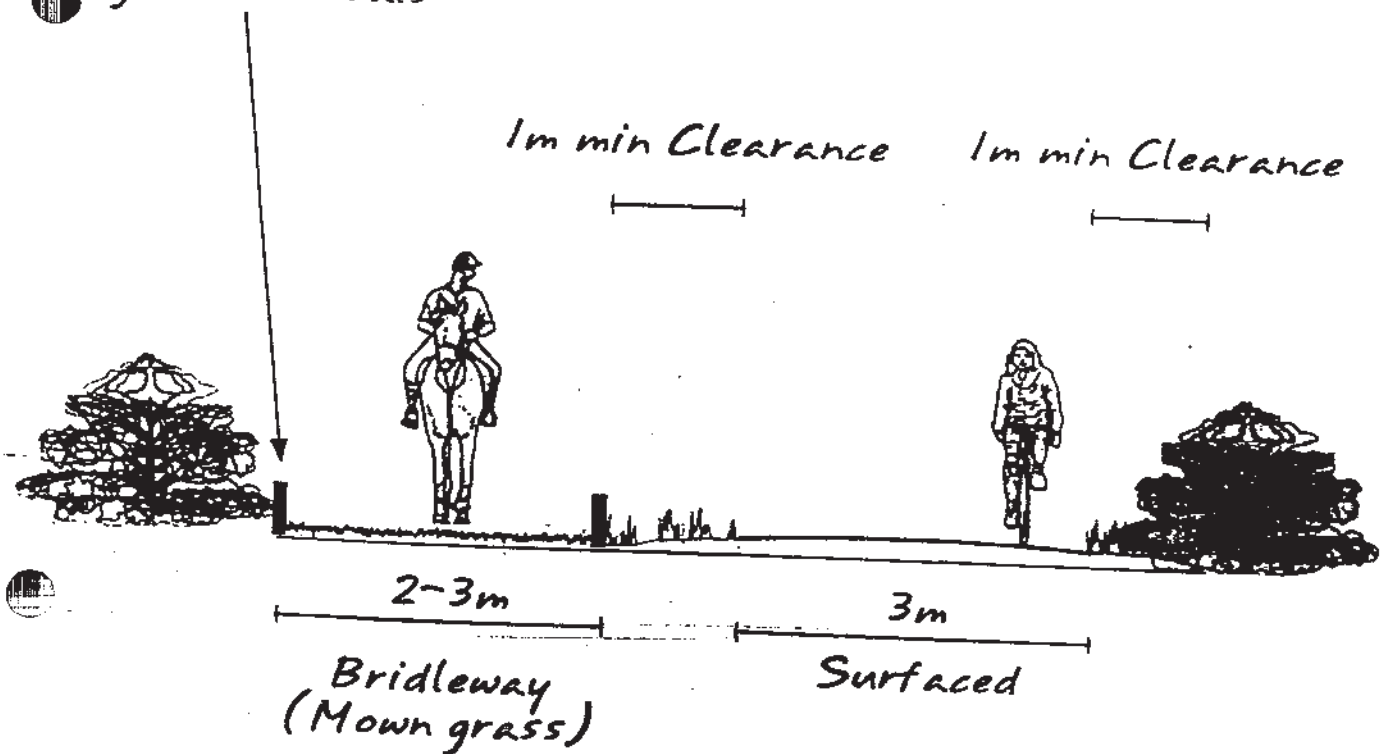
SECTION A-A' 1:100

Reproduced from the Ordnance Survey map with the permission of The Controller of HM/SO.
© Crown copyright Licence No. SR48895X

Macgregor • Smith
Greenbelt Area - Landscape Strategy
Drawing No: 357/3
29 September 2000

Shared permissive cycletrack / footpath with adjoining mown grass permissive bridleway.

Timber post markers at regular intervals



Ellenbrook Park - Scoping document

Drawing 4

M A C G R E G O R • S M I T H

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written

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

C. E. Mene
Robert B. B. B. B.

Authorised Officer

Authorised Officer

THE COMMON SEAL OF ST ALBANS)
CITY COUNCIL was hereunto affixed in)
the presence of:-)

E. M. Gordon
C. S. Turner

DEPUTY Mayor
Authorised Officer

Authorised Officer

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

W. A. E. C. A. 1120

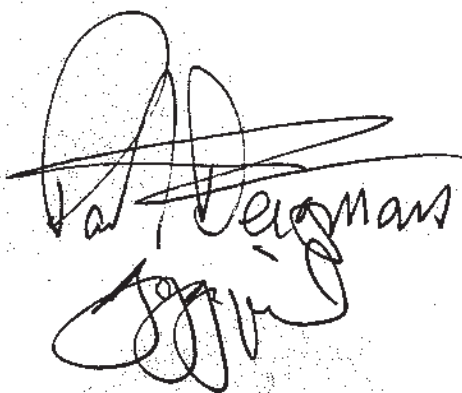
County Secretary

EXECUTED AS A DEED by)
BAe SYSTEMS PLC)
acting by two Directors or a)
Director and the Secretary)

Director

Director/Secretary

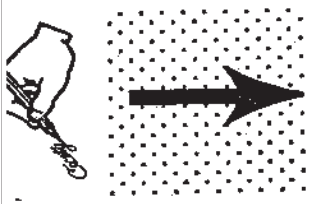
[Signature]
[Signature]


Paul Deignan

(EXECUTED AS A DEED by
(ARLINGTON PROPERTY
(DEVELOPMENS LIMITED
(acting by two Directors
(or a Director and the Secretary

Director

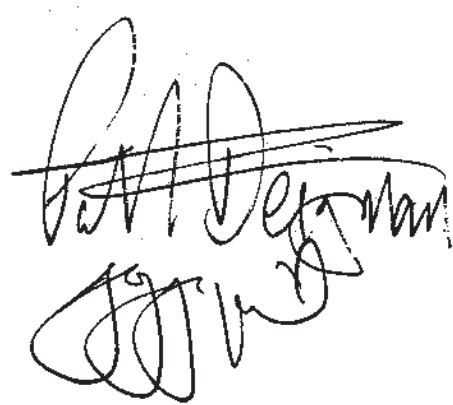
Director/Secretary



(THE COMMON SEAL of
(THE UNIVERSITY OF
(HERTFORDSHIRE HIGHER
(EDUCATION CORPORATION
was hereunto affixed in the presence of:-


Authorised Officer


Authorised Officer


Paul Deignan

(EXECUTED AS A DEED by
(HATFIELD BUSINESS PARK
(LIMITED acting by two Directors
(or a Director and the Secretary

Director

Director/Secretary