

## DEPARTMENTAL MEMORANDUM

**From:** Solicitor to the Council

**To:** Leisure and Environment  
Development Control  
Fao; C Westwood  
Jo Welton  
Property and Land  
Information Services  
Fao Julie Scott  
Fao C Cummings

**Ext:** 7208

**My ref:** DCR/LMB/PL4/276

**Date:** 1<sup>st</sup> June 2016

---

**Re: S.106 Agreement (App. 16/0005/FUL): South Oxhey Regeneration Scheme, South Oxhey**

With reference to the above matter I am pleased to inform you that the deed has now been completed and is dated 31<sup>st</sup> May 2016.

I enclose a copy for your records.

The Deed is stored in Packet no. P 1400.

**Fao.** Julie Scott please register the Agreement as a local land Charge.

Solicitor to the Council



DATED 31st. May. 2016

**THREE RIVERS DISTRICT COUNCIL**

and

**HERTFORDSHIRE COUNTY COUNCIL**

and

**COUNTRYSIDE PROPERTIES (UK) LIMITED**

and

**COPTHORN HOLDINGS LIMITED**

---

**DEED OF PLANNING OBLIGATION**

made under Section 106 of the Town and Country Planning Act 1990 (as amended) in relation to the development of land at South Oxhey (South Oxhey Central, Maylands Road, Hayling Road and Hallows Crescent)

---

## **Contents**

<b>1</b>	<b>Interpretation</b>	<b>2</b>
<b>2</b>	<b>Statutory Authority and Enforceability</b>	<b>8</b>
<b>3</b>	<b>Effectiveness</b>	<b>8</b>
<b>4</b>	<b>Planning Obligations</b>	<b>8</b>
<b>5</b>	<b>The LPA and County Council's obligations</b>	<b>9</b>
<b>6</b>	<b>Expenditure in Advance of Payments</b>	<b>9</b>
<b>7</b>	<b>Interest on Late Payment</b>	<b>9</b>
<b>8</b>	<b>No Waiver</b>	<b>9</b>
<b>9</b>	<b>Severability</b>	<b>9</b>
<b>10</b>	<b>Dispute Provisions</b>	<b>10</b>
<b>11</b>	<b>Indexation</b>	<b>11</b>
<b>12</b>	<b>Indemnity</b>	<b>11</b>
<b>13</b>	<b>Guarantee</b>	<b>12</b>
<b>14</b>	<b>Release, Expiry and Exclusions</b>	<b>12</b>
<b>15</b>	<b>Notices</b>	<b>13</b>
<b>16</b>	<b>Third Party Rights</b>	<b>13</b>
<b>17</b>	<b>Jurisdiction</b>	<b>13</b>
	<b>Schedule 1 - Draft Planning Permission</b>	<b>15</b>
	<b>Schedule 2 – The Owner and Developer's Obligations</b>	<b>16</b>
	<b>Schedule 3 - The County Council's Covenants</b>	<b>18</b>

THIS DEED is made the 31st day of May, 2016

**BETWEEN:**

- (1) **Three Rivers District Council** of Three Rivers House, Northway, Rickmansworth, Herts, WD3 1RL;
- (2) **Hertfordshire County Council** of County Hall, Hertford, Hertfordshire, SG13 8DE ("the County Council");
- (3) **Countryside Properties (UK) Limited** (Company Registration Number 614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT ("the Developer"); and
- (4) **Cophorn Holdings Limited** (Company Registration Number 05137095) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT ("the Guarantor").

**RECITALS:**

- A The LPA and the County Council are the local planning authorities for the purposes of the 1990 Act for the area within which the Application Site is situated and by whom the obligations in this Deed are enforceable under Clause 2.2.
- B The County Council is the highway authority, the education authority, the library authority and the social services authority for Hertfordshire.
- C The Council is the freehold owner of the Site registered at HM Land Registry under title numbers HD473948, HD473950, HD474423, HD474508, HD474153, HD474794, HD474509, HD474265 and HD474137.
- D The Developer has an interest in the Site under the Development Agreement for the regeneration of the Application Site and which provides for the Council to grant to the Developer a long lease for the purpose of carrying out the Development.
- E On 4 January 2016, the Developer made the Application to the LPA in respect of the Application Site.
- F The LPA resolved on 17 March 2016 to grant the Planning Permission subject to conditions and to this Deed to regulate the Development. The parties agree that the planning obligations in this Deed satisfy the requirements of regulations 122 and 123 of the Community Infrastructure Levy Regulations 2010.

**NOW THIS DEED WITNESSES as follows:**

# 1 Interpretation

1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

- “1990 Act”** means the Town and Country Planning Act 1990
- “Application”** means the application for planning permission for the Development made by the Developer on 4 January 2016 and given reference number 16/0005/FUL
- “Application Site”** means the land which is the subject of the Planning Application shown edged blue on Plan A and Plan B
- “Central Site”** means all those parts of the Site shown on Plan A
- “Contributions”** means the Early Years Contribution, the Libraries Contribution, the Primary Education Contribution, the Secondary Education Contribution and the Youth Contribution
- “Commencement of Development”** means the date on which a material operation under section 56(4) of the 1990 Act forming part of the Development (or where specified a Phase of the Development or part of the works included in the Development) begins to be carried out other than (for the purpose of this Deed and for no other purpose) operations consisting of:
- (a) ground investigation and site survey works;
  - (b) diversion, decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
  - (c) construction of temporary boundary fencing or hoardings;
  - (d) temporary diversion of highways;
  - (e) archaeological investigation;

- (f) noise attenuation works;
- (g) demolition works;
- (h) works of site clearance;
- (i) temporary structures and buildings including site offices;
- (j) interim landscape clearance works;
- (l) remediation works;
- (m) excavation works to adjust ground levels on site; and
- (n) temporary display of advertisements

and **“Commence Development”**, **“Commencement”** and **“Commences”** shall be construed accordingly

<b>“Council”</b>	means Three Rivers District Council in its capacity as landowner
<b>“Development”</b>	means the phased comprehensive redevelopment of land at South Oxhey (South Oxhey Central, Maylands Road, Hayling Road and Hallows Crescent) to include the demolition of existing buildings and provision of residential led mixed use development comprising use classes C3, A1, A2, A3, A4, A5 and D1/D2 with associated site preparation/enabling works and transport infrastructure, landscaping and provision of car parking
<b>“Development Agreement”</b>	means an agreement dated 18 December 2015 entered into between (1) the Council, (2) the Developer, (3) Home Group Limited, (4) the Guarantor and (5) Home Group Developments Limited
<b>“Early Years Contribution”</b>	means the sum of sixty nine thousand and sixty seven pounds and two pence (£69,067.02) index linked, towards the cost of expanding early years provision at Woodhall Primary School to serve the Development
<b>“Expert”</b>	means an independent and suitable person holding appropriate professional qualifications to be appointed

under the dispute provisions in clause 10

<b>“Healthcare Contribution”</b>	means the sum of two hundred and eighteen thousand six hundred and ninety one pounds and fifty three pence (£218,691.53) index linked towards the cost of providing additional funding to existing GP surgeries serving South Oxhey in order to help them extend their clinical capacity
<b>“Interest”</b>	means interest at 3% above the base lending rate of the Bank of England from time to time
<b>“Lease Completion Date”</b>	means the Lease Completion Date as defined by the Development Agreement
<b>“Library Contribution”</b>	means the sum of forty one thousand two hundred and forty seven pounds and seventy two pence (£41,247.72) index linked towards the cost of increasing public space and service provision at South Oxhey Library
<b>“LPA”</b>	means Three Rivers District Council in its capacity as local planning authority
<b>“Occupation”</b>	means occupation of the Application Site or any of the buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly
<b>“Owner”</b>	means the Council and those deriving title through or under it
<b>“Parties”</b>	means the Council and the Developer and <b>“Party”</b> shall be construed accordingly (for the avoidance of doubt does not mean the County Council)
<b>“Phase”</b>	means a phase of the Development detailed in the Phasing Plans and <b>“Phases”</b> shall be construed accordingly