

THIS UNILATERAL UNDERTAKING is made the ^{5TH} day of ^{JULY} ~~Forest View Properties Limited~~ (no. 05829954)
Two Thousand and Seven by ~~GUNER ERKOSE~~ (hereinafter called "the
Owner") of ~~14 Nascot Road Watford WD17 4PYE~~
HILLSIDE COTTAGE, DUDDEN HILL LANE, LONDON NW10 5BJ

WHEREAS

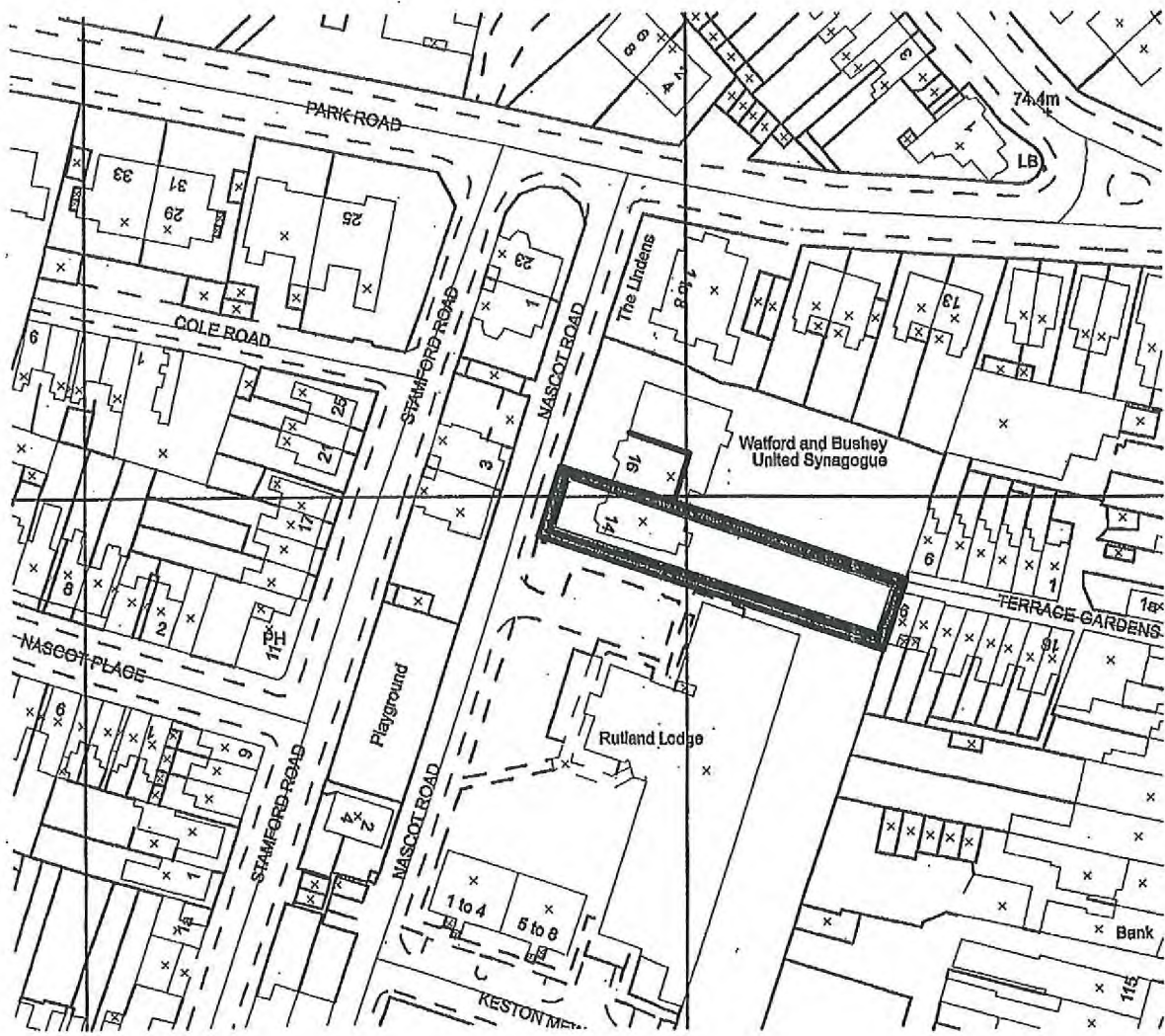
- (1) The Watford Borough Council ("the Council") and Hertfordshire County Council ("the County Council") are Local Planning Authorities for the purposes of the Town and Country Planning Act 1990 (as amended by the Planning & Compensation Act 1991) ("the Act") for the area of land consisting of 14 Nascot Road, Watford ("the Land") shown for the purpose of identification only edged red on the plan annexed to this Deed
- (2) The County Council is also the Highway Authority and the Fire and Rescue Authority for the Borough of Watford
- (3) The Owner is registered with absolute title of 14 Nascot Road Watford WD17 4YE which is registered at the Land Registry under Title Number HD284866
- (4) Forest View Properties Limited of Hillside Cottage Dudden Hill Lane London NW10 1BT acting through its agent Ian Barnett of 59 Ditchfield Road Hoddesdon Hertfordshire EN11 9HS has made a planning application to the Council numbered reference 07/00611/FUL for permission ("the Planning Permission") under the Act for the conversion of the existing dwelling to 3 x 2 bed flats 1 x 2 bed flat and extension to the dwelling including 2 x 2 bed flats and 1 x 1 bed flat and demolition of an existing double garage and new parking ("the Development") in respect of the Land

7 flats

- (5) The Council and the County Council wish to secure by way of a planning obligation pursuant to Section 106 of the Act financial contributions towards the provision or improvement of open space and children's play space the implementation of the South West Hertfordshire Transport Strategy improvements to sustainable transport measures the variation of the Traffic Regulation Order (Watford Central Area and West Watford Area Controlled Parking Zone Consolidation) Order 2002 to exclude future residents of the Development from the right to apply for parking permits within the Controlled Parking Zone and the provision of fire hydrants in accordance with Policies L8 L9 T1 T4 T7 T9 T24 H10 of the Watford District Plan 2000
- (6) This Undertaking is entered into by the Owner in favour of the Council and the County Council

NOW THIS AGREEMENT WITNESSETH as follows:

1. The obligations entered into by the Owner in this Undertaking are planning obligations for the purposes of Section 106 of the Act (as substituted by Section 12 of the Planning and Compensation Act 1991) and shall be enforceable by the Council and the County Council against the Owner and against any person deriving title from the Owner in respect of any interest in the Land
2. The Owner shall not be liable for any breach of the covenants obligations and restrictions in this Undertaking in respect of any period during which the Owner no longer has an interest in the Land or the part in respect of which the breach occurs unless such breach occurred whilst the Owner still had an interest



LOCATION PLAN

1:1250

3. The obligations contained in this Undertaking shall take effect on the date upon which the Development is commenced by the carrying out of a material operation as defined by section 56(4) of the Act and "Commence" and "Commencement" shall be construed accordingly

4. The Owner for himself and his successors in title hereby covenants with the Council and the County Council as follows:

4.1 To notify the County Secretary of the County Council and the Head of Planning and Development of the Council in writing or procure that they are so notified of each of the following events within seven days of each event occurring:

- (a) the Commencement of the Development
- (b) the first occupation of any part of the Development

4.2 Prior to the Commencement of the Development to pay to the County Council:

4.2.1 The sum of £3,000 (three thousand pounds) in respect of Policies T1 T4 T7 and T9 of the Watford District Plan 2000 towards the design consultation and implementation of the South West Hertfordshire Transport Strategy and sustainable transport measures in the Borough of Watford such sum to be index linked by reference to the Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by HMSO as collated into a single index from 1st November 2004 (SPONS) from the date hereof to the date of payment

4.3 Prior to the Commencement of the Development to pay to the Council:

- 4.3.1 The sum of £14,832 (fourteen thousand eight hundred and thirty two pounds) as a contribution toward the provision or improvement of open space in the Borough of Watford pursuant to Policy L8 of the Watford District Plan 2000 such sum to be indexed linked to the Retail Price Index from the date hereof to the date of payment
- 4.3.2 The sum of £4,925 (four thousand nine hundred and twenty five pounds) as a contribution toward the provision or improvement of children's play space in the Borough of Watford pursuant to Policy L9 of the Watford District Plan 2000 such sum to be indexed linked to the Retail Price Index from the date hereof to the date of payment
- 4.3.3 The sum of £1000.00 (one thousand pounds) for the variation of the Traffic Regulation Order (Watford Central Area and West Watford Area Controlled Parking Zone Consolidation) Order 2002 to exclude future residents of the Development from entitlement to resident parking permits for the controlled parking zones in the vicinity of the Land in accordance with Policy T24 of the Watford District Plan 2000
- 4.4 Not to Commence nor cause nor permit Commencement of any part of the Development until the sums payable under Clauses 4.2 and 4.3 above have been paid in full to the County Council and the Council respectively
- 4.5 With regard to the water supply to the Development:
- 4.5.1 To ensure that the water scheme ("the Water Scheme") incorporates fire hydrants in accordance

with BS750 (1984) as reasonably and properly required by the Service and for the purposes of this clause "the Water Scheme" shall mean a proposal prepared by or approved by the water undertaker for the area in which the Land is situate pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where the existing water services are to be used "the Water Scheme" shall mean the details of the residential dwellings and the water supply to them which shall be provided by the Owners for the approval of the Service prior to commencement of the construction of any residential dwelling to be constructed as part of the Development

- 4.5.2 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
- 4.5.3 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
- 4.5.4 Not to occupy or permit occupation of any building forming part of the Development until such time as it is served by operational fire hydrants

4.5.5 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

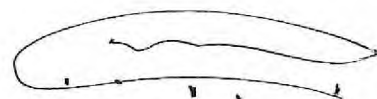
4.6 To inform the Council by notice in writing addressed to the Planning Obligations Coordinator, Planning and Development Department (quoting planning reference number 07/00611/FUL) and to pay the Council's administrative and monitoring charge of £250 within 14 days of the date of Commencement

- 5. This Undertaking shall be registrable as a local land charge
- 6. Notwithstanding any other provision of this Undertaking nothing in this Undertaking confers or purports to confer any rights pursuant to the Contract (Rights of Third Parties) Act 1999
- 7. If the Planning Permission is quashed or revoked or ceases to have effect by operation of law or expires before it has been implemented then this Undertaking will cease to have effect
- 8. The expressions "the Council" "the County Council" and "the Owner" in this Undertaking shall include their respective successors in title and assigns

IN WITNESS whereof this Undertaking is executed as a Deed the day and year before written

~~SIGNED as a Deed by GUNER ERKOSE~~

EXECUTED AS A DEED
BY FOREST VIEW ACTING
BY TWO DIRECTORS OR A
DIRECTOR AND THE COMPANY
SECRETARY


DIRECTOR
~~DIRECTOR / SECRETARY~~

Registered office: Hillside Cottage, Dudden Hill Lane