



UNILATERAL UNDERTAKING

Given under s.106 of the Town and Country Planning Act 1990 by

Watford Borough Council

(Owner)

Dated:

Planning reference: 16/01310/FULM

Site address: Land adjacent to Latimer Close Watford,
Hertfordshire

THIS DEED is made on

BY

- 1** Watford Borough Council of
Town Hall, Watford Herts, WD17 3EX
("the Owner")

BACKGROUND

- A** Watford Borough Council ("the Council") and Hertfordshire County Council ("the County Council") are Local Planning Authorities for the purposes of the Act for the Land shown for the purpose of identification only edged red on the plan annexed to this Undertaking.
- B** The County Council is also the Fire and Rescue Authority for Hertfordshire including the Borough of Watford.
- C** The Owner is registered with title absolute to the freehold of the Land comprised or included in Title Number HD475447 registered at the Land Registry.
- D** Gateway Enterprises (Watford) Limited has made the Application to the Council.
- E** The Council and the County Council consider it expedient in the interests of the proper planning of their area and having regard to the provisions of the Development Plan (as defined in s.336 of the Act) and to all other material considerations that the Planning Permission should not be granted in the absence of this Undertaking and this Undertaking is given to make provision for regulating the Development and securing

the matters hereinafter referred to which are required in order to enable the Development to take place.

F This Undertaking is given by the Owner in favour of the Council and the County Council.

OPERATIVE PROVISIONS

1 Further definitions

1.1 Where in this Undertaking the following terms and expressions are used they shall have the respective meanings set out below unless the context otherwise requires:

“Act” the Town and Country Planning Act 1990 as amended

“Affordable Housing Units” all Units to be erected on the Land comprising Social Rented Housing Units, Affordable Rented Housing Units and Intermediate Tenure Housing Units

“Affordable Rented Housing Units” rented housing provided that has the same characteristics as social rented housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents

“Application”

the planning application allocated the Council’s reference number shown on the front page of this Undertaking for residential development comprising 36 no. 1 and 2 bed homes and 40 short term accommodation units, with associated landscape, parking and public realm improvements, incorporating a new highway junction on to Tolpits Lane and amendments to the existing cycle way.

“Commencement”

the carrying out of a material operation comprised in the Development within the meaning of s.56 of the Act and “Commence” and “Commenced” shall be construed accordingly provided that there shall be disregarded such operations as marking out, surveying, ground investigations, archaeological investigations, ecological works as may be required by any planning permission, site clearance, site preparation, diversion and relaying of existing sewers drains and services, the erection of fences and hoardings and the creation of compounds and temporary access and any operation for which either planning permission would not be required or for which planning permission is deemed to have been granted whether in either case by the Town and Country Planning (General Permitted Development) (England) Order 2015 or otherwise.

“Completed”	Means the Units are built, fitted out and ready for occupation
“Development”	the operations or change of use referred to in the Application
“Intermediate Tenure Housing Units”	housing for sale and rent at prices and rents below market prices or rents which can include without limitation shared equity and shared ownership products, other low cost homes for sale and intermediate rent but shall exclude low cost market housing
“Land”	the land shown edged red on the plan attached to this Undertaking and known by the site address shown on the front page of this Undertaking
“Open Market Housing Units”	the Units to be erected on the Land not being designated as Affordable Rented Housing Units
“Planning Permission”	planning permission granted either by the Council pursuant to the Application or by the Secretary of State for Communities and Local Government pursuant to an appeal under s.78 of the Act
“Registered Provider”	Means a registered provider registered with the Homes and Communities Agency (or successor body) pursuant to the Housing

and Regeneration Act 2008 or such other company or organisation as shall provide affordable housing similar to that provided by a registered provider.

“Fire and Rescue Service”

the Hertfordshire Fire and Rescue Service

“Social Rented Housing Units”

rented housing provided on a basis which meets targets for social rented housing set by the Homes and Communities Agency (or successor body) from time to time

“Units”

the Open Market Housing Units and the Affordable Housing Units all comprised in the Development and “Unit” shall be construed accordingly

“Water Scheme”

means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where the existing water services are to be used the details of the dwellings and the water supply to them which shall have been provided by the Owner for written approval of the Fire and Rescue Service before any dwelling is occupied. "Water Scheme" shall mean the details of the Units and the water supply to them;

2 General

- 2.1. The obligations entered into by the Owner in this Undertaking are planning obligations for the purposes of Section 106 of the Act 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.
- 2.2 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.
- 2.3 The covenants and obligations in this Deed shall:
- (i) Not to bind any mortgagee or chargee of the Owner or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or security trustee (and financial institutions on whose behalf they are acting) or otherwise by a party who has provided loan facilities to the Owner;
 - (ii) Not be binding upon or enforceable against the purchasers and/or occupiers of individual Open Market Housing Units;
 - (iii) Cease to apply any part of the Affordable Housing Units should any such unit be transferred or leased by any mortgagee or chargee of the Owner or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or security trustee (and financial institutions on whose behalf they are acting or otherwise by a party who has provided loan facilities to the Owner;

(iv) Cease to apply to any Affordable Housing Unit where a Registered Provider shall be required to dispose of any part pursuant to a right to buy under Part V of the Housing Act 1985 or the right to acquire under Part 2 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable or shall be required to sell to a tenant with the benefit of a voluntary purchase grant provided under Sections 20 and 21 of the Housing Act 1996 (or similar provision in any subsequent legislation);

(v) Not bind a mortgagee of a tenant who has exercised any right to buy or acquire or any other right or similar or substitute right referred to in 2.3 (iv) above;

(vi) Not to bind a statutory undertaker, service utility companies or providers that shall have acquired an interest in the Land for the purpose of providing the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

2.4 (a) This Unilateral Undertaking is conditional upon:

(i) The grant of the Planning Permission; and

(ii) The commencement of development (being the date on which Development is Commenced)

(b) The planning obligations created by this unilateral undertaking are conditional upon the Council and the County Council granting Planning Permission for the Development and it is also accepted by the Owner in respect of each planning obligation that it is:

(i) necessary to make the Development acceptable in planning terms;

(ii) directly relates to the Development; and

(iii) fairly and reasonably related in scale and kind to the Development.

- 2.5 This Undertaking shall be registered as a local land charge.
- 2.6 Nothing in this Undertaking confers or purports to confer any rights pursuant to the Contract (Rights of Third Parties) Act 1999.
- 2.7 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.
- 2.8 The expressions “the Council”, “the County Council” and “the Owner” in this Undertaking shall include their respective successors in title and assigns.
- 2.9 Nothing in this unilateral undertaking shall require the Owner (or their successors in title) to pay any community infrastructure levy pursuant to the Community Infrastructure Levy Regulations 2010 (as amended) (or similar tax or levy) in respect of the Development in respect of any matter that has been or is to be funded pursuant to the Application in this unilateral undertaking and to the extent that the Owner would otherwise pay twice.
- 2.10 This deed shall be determined and have no further effect if the Planning Permission:
- (i) expires before the Development is Commenced;
 - (ii) is varied or revoked other than at the request of the Owner; or
 - (iii) is quashed following a successful legal challenge.

3 Obligations

- 3.1 The Owners hereby covenants with the Council and the County Council as follows:

- (a) To notify the County Council (in writing to the County Secretary, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, Herts SG13 8DT using the form at Annex A to this Undertaking) and the Council (in writing to the Community Infrastructure Levy Officer, Regeneration and Development, Watford Borough Council, Town Hall, Watford, Herts WD17 3EX using the form at Annex A to this Undertaking) of the Commencement of the Development within seven days of this event occurring.

- (b) That of the 36 Units comprising one and two bedroom flats to be erected on the Land a minimum 13 of the Units shall be Affordable Housing Units. Of those Affordable Housing Units at least 20% will be Social Rented Housing, 65% will be Affordable Rented Housing and 15% will be Intermediate Tenure Housing

- (c) No more than 9 of the Open Market Units shall be occupied on the Land until all of the Affordable Housing Units have been completed

- (d) With regard to the water supply to the Development:
 - (i) to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (2006) as may reasonably and properly required by the Fire and Rescue Service.

 - (ii) not to Commence nor cause nor permit Commencement in respect of any part of the Development until they shall have prepared and submitted the Water Scheme for the relevant part of the Development to the Fire and Rescue Service for its written approval.

 - (iii) to construct and provide at no cost to the Fire and Rescue Service or the County Council the fire hydrants

reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service.

- (iv) once operational as aforesaid to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take place on the date specified in a written confirmation issued by the Chief Fire Officer of the Fire and Rescue Service provided that such written confirmation shall not be issued prior to the issue by the Director of Environment of the certificate of maintenance pursuant for the highways in which the fire hydrants are located.
- (v) not to occupy nor cause nor permit occupation of any Unit until such time as it is served by a fire hydrant which is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service.
- (vi) to address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, Old London Road Hertford SG13 7LD Telephone 01992 507521 or to any other address which may be notified by the Fire and Rescue Service to the Owner from time to time.

IN WITNESS whereof this Undertaking is executed and delivered as a Deed on the date set out at the head of the Undertaking.

EXECUTED as a Deed by Watford Borough Council

The Common Seal of Watford Borough Council,
Was affixed hereto in the presence of:

Head of Democracy and Governance

ANNEX A

Planning obligation event notification and payment form

Details of planning obligation

Date of planning obligation	
Parties to the planning obligation	
Address of the land	
Planning permission reference number	

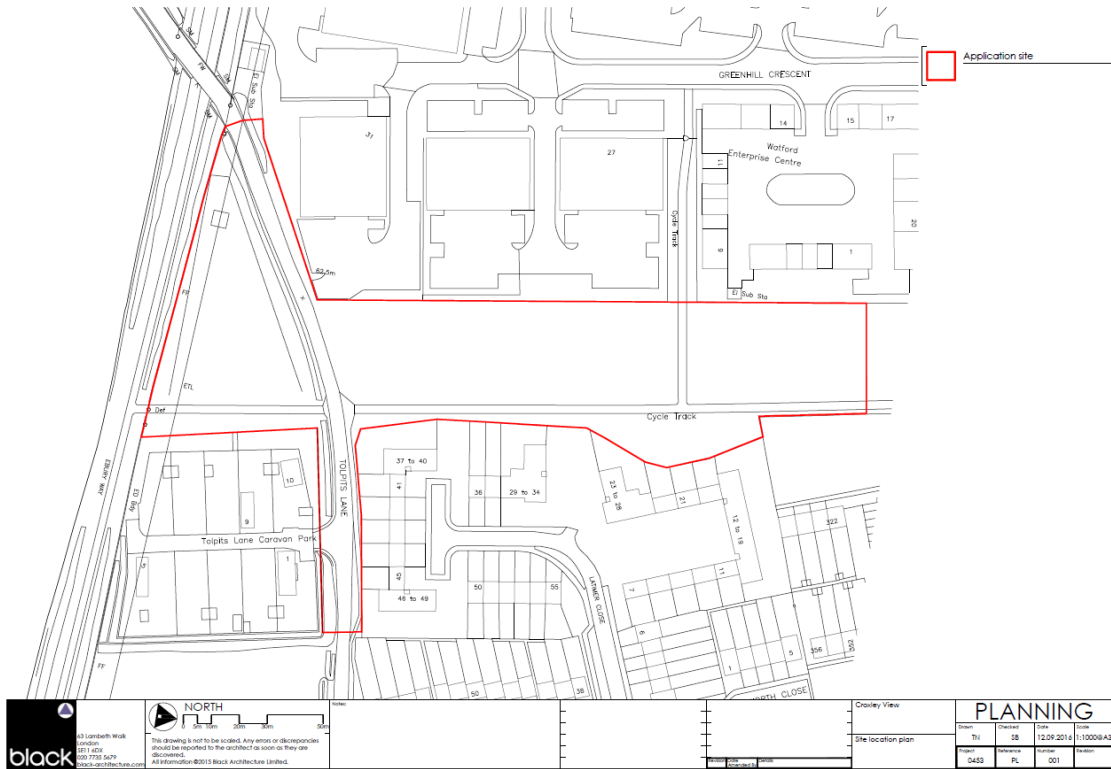
Details of land owner

Name of land owner	
Contact name	
Address	
Landline telephone number	
Mobile telephone number	
E-mail address	

Event being notified

Date of commencement of development	Date of occupation of development (with number if relevant)	Date of completion of development

ANNEX B



<p>43 Lambeth Walk London SE11 2LP Tel: 020 775 6279 info@blackarchitecture.com</p>	<p>NORTH</p> <p>0m 10m 20m</p> <p>This drawing is not to be scaled. Any errors or discrepancies should be referred to the architect as soon as they are discovered. All information ©2015 Black Architecture Limited.</p>	<p>Drawn: [] Checked: [] Date: []</p>	<p>PLANNING</p>	
			<p>Site location plan</p>	<p>Drawn: [] Checked: [] Date: 12.09.2016 Scale: 1:1000(A3)</p>