

APPENDIX 2

HERTFORDSHIRE COUNTY COUNCIL

DRAFT SECTION 106 DEED OF AGREEMENT – DU []

PLEASE NOTE:-

- (A) THAT THE DISTRICT/BOROUGH COUNCIL MAY HAVE ITS OWN TEMPLATE AND THIS SHOULD BE ESTABLISHED BEFORE USING THIS MODEL DOCUMENT**
- (B) ALSO THE PROVISIONS OF THIS DOCUMENT MAY NEED TO BE AMENDED TO TAKE ACCOUNT OF MATTERS REQUIRED BY THE COUNTY COUNCIL/DISTRICT BOROUGH COUNCIL IN RELATION TO ANY SPECIFIC APPLICATION**

Date: JULY 20[0] 8

PARTIES:

1. HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford Hertfordshire SG13 8DE (“the County Council”)
2. ~~..... BOROUGH/DISTRICT COUNCIL~~ of
THREE RIVERS Hertfordshire (“the Council”)
THREE RIVERS HOUSE, NORTHWAY, RICKMANSWORTH
3. TESCO STORES LIMITED (Co. Regn. No) whose
registered office is situate at SHIRE PARK, WELWYN GARDEN CITY (“the Owner”)
HERTFORDSHIRE
4. (Co. Regn. No) whose registered office is
situate at (“the Mortgagee”)
5. (Co. Regn. No) whose registered office is
situate at (“the Developer”)

NB. i) Owners of all interests in all affected parts of the Site will need to be parties as well as the Developer (if a different person)

- ii) **All mortgagees/lessees option holders etc. will also need to be parties**

- ii) **Title must be shown to all land within the Site and also over any land on which any highway works are to be carried out if not already part of the publicly maintained highway.**

WHEREAS

- (1) The County Council and the Council are local planning authorities for the purposes of the 1990 Act for the area in which the Site is situate and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited

- (2) The County Council is the Highway Authority the Education Authority the Library Authority the Social Services Authority and the Fire and Rescue Authority for Hertfordshire

- (3) The Owner is the freehold owner of the whole of the Site [subject to the Charge]

- (4) The Mortgagee has the benefit of the charge referred to in Recital (3)

- (5) The [Owner/Developer] has submitted the Planning Application to the Council

- (6) On [DATE] the Council resolved to grant the Planning Permission subject, among other things, to the prior completion of this Deed

- (7) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS

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

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

“Charge” means the mortgage/charge dated [] made between the Owner (1) and the Mortgagee (2)

“Childcare Contribution” means the sum [of [FOUR HUNDRED AND FIFTY SIX] pounds (£[456.00])] [calculated in accordance with Schedule 3A] (indexed linked as hereinafter provided) to provide childcare facilities serving the locality of the Development

“Commencement Date” means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions “Commence”, “Commences”, “Commencement” and “Commenced” shall be construed accordingly;

“Development” means the development of the Site with [*insert description of the development*] as set out in the Planning Application;

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

“Education Contribution” means the sum [of [TEN THOUSAND AND EIGHTY POUNDS] pounds (£[10,080])] [calculated in accordance with Schedule 3A] (index linked as hereinafter provided) towards the cost of educational facilities serving the locality of the Development;

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

“GTP Guidance” means the County Council’s document entitled ‘Developing a Green Travel Plan – A Guidance Note’ which can be found at <http://www.hertsdirect.org/envroads/roadstrans/transplan/hdc/greentravelplans/>

“Interest” means the rate from time to time prescribed [under the Land Compensation Act 1961];

“Library Contribution” means the sum [of [ONE THOUSAND] pounds (£[1,032])] [calculated in accordance with Schedule 3A] (index linked as hereinafter provided) towards the cost of additional library facilities serving the locality of the Development;

“Nursery Contribution” means the sum [of [ONE THOUSAND] pounds (£[1,056])] [calculated in accordance with Schedule 3A] (index linked as hereinafter provided) towards the cost of nursery facilities serving the Development

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

“Plan” means the plan annexed to this Deed;

“Planning Application” means the application for [outline/full] planning permission dated [] bearing the Council’s reference number [];

“Planning Permission” means the permission to be granted by way of approval of the Planning Application or from any reserved matters submissions or resulting from any other planning application covering all or part of the Site for any of the uses comprised in the Planning Application whether granted by variation alteration

substitution addition or replacement PROVIDED THAT if any form of development within the Site which individually or in combination with any other permission for development would lead to levels of development exceeding those set out in the Planning Application that development shall be subject to additional planning obligations;

PUBSEC Index” means the Department of Trade and Industry Tender Price Index of Public Sector Non Housing Smoothed All-In Index;

“Section 278 Agreement” means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 278 of the Highways Act 1980

“Site” means the freehold property situate at [THE FORMER HAPPY MAN
PUBLIC HOUSE, BERRY LANE
RICKMANSWORTH] Hertfordshire registered at the Land Registry with Title Absolute under the Title Number [HD 11902] all of which land is shown for identification purposes only edged red on the Plan

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

“Sustainable Transport Contribution” means the sum [of [EIGHTEEN
THOUSAND] pounds (£[18,000])] [calculated in accordance with Schedule 3B] (indexed linked as hereinafter provided) as a contribution towards [*specify reasons for contribution e.g. the design and construction of highway improvement works traffic management schemes traffic studies improvements to public transport or such other measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the Director in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the network affected by traffic associated with the Development*];

“Water Scheme” means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where existing water services are to be used it shall mean the details of the residential dwellings and the water supply to them which shall be provided by the Owner for the written approval of the Fire and Rescue Service prior to commencement of the construction of any residential dwelling to be constructed as part of the Development

“Works” shall mean the works to the highway shown in principle only on drawing numbered [] annexed to this Deed (subject as mentioned in clause 11 hereof) which works shall for the avoidance of doubt include [] together with such ancillary works as may be required by the Director of Environment to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers’ equipment

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

“Youth Contribution” means the sum [of ^{ONE HUNDRED} ~~AND FOUR~~] pounds (£[104.00])] [calculated in accordance with Schedule 3A] (index linked as hereinafter provided) towards the cost of [additional] facilities for young people within the locality of the Development;

1.2 In this Deed:-

1.2.1 the clause headings do not affect its interpretation;

- 1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;
- 1.2.3 the reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;
- 1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;
- 1.2.7 references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective functions;
- 1.2.8 any covenant by the Owner not to do any act of thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done;
- [1.2.9 references in this Deed to "development" shall have the meaning given by Section 55 of the 1990 Act]**

EFFECT OF THIS DEED

- 2.1. This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County Council;
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 2 Local Government Act 2000 and all other enabling powers;
- 2.3 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof

CONDITIONALITY

3. This Deed is conditional upon:-

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses [*[i.e. payment of costs, delivery and jurisdiction interpretation clauses and anything else that is relevant]*] which shall come into effect immediately upon completion of this Deed

OWNER'S COVENANTS

4.1 The Owner covenants with the County Council:-

- (i) to observe and perform the covenants restrictions stipulations and obligations contained in Schedule 1 hereto
- (ii) to give the County Council and the Council no less than five (5) Working Days notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 2 hereto
- (iii) to give the County Council and the Council no less than five (5) Working Days notice of the Occupation of the Development/
Completion of the Development such notice to be in writing using the proforma set out in Schedule 2 hereto
- (iv) upon completion of this Deed pay to the Council and the County Council their costs in connection with the preparation negotiation and completion of this Deed

COUNTY COUNCIL'S COVENANTS

- 5.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid
- 5.2 The County Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment together with Interest on such unexpended sum from the date of receipt to the date of payment

EXPENDITURE IN ADVANCE OF RECEIPT OF CONTRIBUTIONS

- 6. If prior to the receipt of any of [the Education Contribution the Libraries Contribution the Youth Contribution the Nursery Contribution or the Childcare Contribution] the County Council incurs any expenditure in providing additional [education libraries youth nursery

and childcare facilities as the case may be] the need for which arises from or in anticipation of the Development then the County Council may immediately following receipt of [the Education Contribution the Libraries Contribution the Youth Contribution the Nursery Contribution or the Childcare Contribution as the case may be deduct from the Education Contribution the Libraries Contribution the Youth Contribution the Nursery Contribution or the Childcare Contribution] as appropriate such expenditure incurred

INDEXATION

7.1 [The Library Contribution, the Childcare Contribution the Youth Contribution the Nursery Contribution and the Education Contribution] shall [each] be index linked by reference to the PUBSEC Index figure of [x] to the figure applicable to the quarter in which the contribution is paid

7.2 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the Department of Trade and Industry Tender Price Index of Public Sector Non-Housing (PUBSEC) Smoothed All-in Index by the application of the formula $A = B \times (C \div D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this deed;

C is the PUBSEC Smoothed All-in Index for the date upon which the interim payment described below is actually paid and;

D is the figure of [x – is figure specified in clause 7.1]

7.3 The Sustainable Transport Contribution shall be index-linked to movements in the SPONS Index from to the date on which the Sustainable Transport Contribution is paid

7.4 Where any sum to be paid to the County Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any

payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised

MISCELLANEOUS

- 8.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party has an interest in the Site save as disclosed in writing to the County Secretary of the County Council prior to completion of this Deed
- 8.2. This Deed shall be registered as a local land charge by the Council
- 8.3. 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 herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto
- 8.4. Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the
Owner :

In respect of the
Council:

In respect of the
County Council:

The County
Secretary,
Hertfordshire
County Council,
County Hall,
Pegs Lane,
Hertford,
Herts
SG13 8DE

(ref : DU [])

Save that notices pursuant to paragraph 4 of Schedule 1 (Fire Hydrants) shall be sent to the person mentioned in paragraph 4.5 of Schedule 1

- 8.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 8.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority
- 8.7 No waiver whether express or implied by the County Council or Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default
- 8.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission
- 8.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or County Council or any officer of the Council or County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed
- 8.10 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter the such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.

VALUE ADDED TAX

9. All consideration given in accordance with the terms of this Deed shall be exclusive of any valued added tax properly payable

JURISDICTION

10. This Deed is governed by and interpreted in accordance with the law of England and Wales

WORKS

11. If the Department for Transport Technical Design Standards or Advice is amended after the date of this Deed the Director of Environment shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the Director of Environment and the Works are commenced within three months of the date of the written approval then the Director of Environment shall not seek any amendments to the Works

MORTGAGEE'S CONSENT

12. The Mortgagee hereby consents to the Owner entering into this Deed and agrees that the security of the Charge over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

IN WITNESS whereof the parties hereto have executed this Deed but the same remains undelivered until the day and year first before written

SCHEDULE 1

The Owners Covenants stipulations and Obligations

Sustainable Transport Contribution

- 1.1 To pay the Sustainable Transport Contribution to the County Council prior to the Commencement Date
- 1.2 Not to Commence the Development until the Sustainable Transport Contribution has been paid in accordance with paragraph 1.1 of this Schedule

Green Travel Plan

- 2.1 Not to occupy or permit the Site or any part of the Site to be occupied for purposes pursuant to the Planning Permission until it has prepared and secured the written approval (which shall not be unreasonably withheld) of the County Council to a Green Travel Plan (GTP) in respect of the part or parts to be occupied and each such GTP shall contain as many of the provisions detailed in the GTP Guidance as are appropriate to the Site or the relevant part of the Site and further shall include provisions as to how the progress of the GTP shall be monitored
- 2.2 That if it or its successors in title occupy the Site or any part of the Site pursuant to the Development it or they will implement the approved GTP relating to the Site or that part of the Site and shall use all reasonable endeavours to achieve the targets set therein
- 2.3 That it will in relation to the Site include in any tenant's lease or occupier's licence of any part or parts of the Site a covenant that the tenant or occupier will implement the GTP for such part or parts of the Site once it has been approved by the County Council and further that it will use all reasonable endeavours to enforce such obligation against any such tenant or occupier
- 2.4 Within twenty (20) Working Days of the letting of the Site or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details

- (i) the name and address of the tenant;
- (ii) a description of the premises demised;
- (iii) the length of the term; and
- (iv) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the GTP

Libraries Contribution Youth Contribution Childcare Contribution Nursery Contribution and Education Contribution

- 3.1 To pay the [Libraries Contribution the Youth Contribution the Childcare Contribution the Nursery Contribution and the Education Contribution] to the County Council prior to the Commencement Date
- 3.2 Not to Commence the Development until the [Libraries Contribution the Youth Contribution the Childcare Contribution the Nursery Contribution and the Education Contribution] have been paid in accordance with paragraph 3.1 of this Schedule

Fire Hydrants

- 4.1 To ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (1984) as reasonably and properly required by the Hertfordshire Fire and Rescue Service
- 4.2 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 Service in writing of the date upon which each and every fire hydrant becomes operational
- 4.3 Once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take place upon the issue of a Certificate of Satisfaction by the Chief Fire Officer 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 any Certificate of Maintenance for the highways in which the fire hydrants are located
- 4.4 Not to Occupy nor cause nor permit Occupation of any building forming part of the Development until such time as it is served by an operational fire hydrant
- 4.5 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

Highway Works

5. Not to Occupy nor cause nor permit Occupation of any part of the Development (or not to Commence the Development) until such time as the Works have been completed by the Owner to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the Director of Environment in respect of the Works in accordance with the Section 278 Agreement

SCHEDULE 2

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

.....

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Occupation of Development (Number if relevant) – date:.....

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule **Paragraph**

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

Payment of S106 contributions can be made by BACS, CHAPS or cheque. In any event the form should be completed to ensure the payment is identified correctly and forward to:

- a) The County Secretary
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref : DU)

- b) To X District /Borough Council
Check address in deed.

ONLY USE THIS SCHEDULE IF OUTLINE PLANNING APPLICATION AND DWELLING DETAILS UNKNOWN

SCHEDULE 3

SCHEDULE 3A

Calculation of Libraries Contribution Youth Contribution Childcare Contribution Nursery Contribution and Education Contribution

This table is indicative only and would need to be reviewed in relation to specific applications

Hertfordshire County Council Services - Contributions Table and Calculator

Bedrooms*	1	2	3	4	5+	1	2	3
	HOUSES Market & other					FLATS Market & other		
Primary education	£231	£1,036	£2,469	£3,721	£4,692	£93	£816	£1,392
Secondary education	£263	£802	£2,561	£4,423	£5,662	£47	£444	£1,677
nursery education	£35	£175	£340	£459	£545	£32	£195	£270
Childcare	£14	£64	£138	£199	£244	£8	£57	£89
Youth facilities	£6	£16	£50	£82	£105	£3	£13	£41
Library facilities	£98	£147	£198	£241	£265	£77	£129	£164
Total	£647	£2,240	£5,756	£9,125	£11,513	£260	£1,654	£3,633
	HOUSES Social Rent					FLATS Social Rent		
Primary education	£247	£2,391	£3,860	£5,048	£5,673	£44	£1,167	£2,524
Secondary education	£62	£450	£1,676	£2,669	£2,405	£14	£261	£1,084
nursery education	£39	£453	£475	£503	£955	£9	£216	£313
Childcare	£12	£121	£188	£226	£277	£4	£65	£113
Youth facilities	£2	£8	£31	£51	£55	£1	£6	£21
Library facilities	£48	£91	£130	£156	£155	£38	£82	£107
Total	£410	£3,514	£6,360	£8,653	£9,520	£110	£1,797	£4,162

*uses an assumed relationship between bedrooms and habitable rooms

All figures are subject to indexation and will be indexed using the PUBSEC Index from the base of 175. (175 is the index for 4th Quarter 2006 (September 2007 publication))

Note: The above base costs and dates are regularly reviewed and will change/be updated over time.

SCHEDULE 3B

ONLY USE THIS SCHEDULE IF OUTLINE PLANNING APPLICATION AND DWELLING DETAILS UNKNOWN

Calculation of Sustainable Transport Contribution

Location	second strand charge per dwelling (£)			
	number of bedrooms			
	1	2	3	4+
Town centre zones 1&2	£375	£500	£750	£1000
Elsewhere zones 3&4	£625	£750	£1125	£1500

PLEASE REFER TO SECTION 11 OF PLANNING OBLIGATIONS GUIDANCE – TOOLKIT FOR HERTFORDSHIRE

The COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of:-)

[The COMMON SEAL of)
)
was hereunto affixed to this)
Deed in the presence of:-)

The COMMON SEAL of)
)
was hereunto affixed to this)
Deed in the presence of:-)

The COMMON SEAL of)
)
was hereunto affixed to this)
Deed in the presence of:-)]

[Other forms of attestation]

Date _____ 20[]

HERTFORDSHIRE COUNTY COUNCIL

- and -

BOROUGH/DISTRICT COUNCIL

- and -

.....

-and-

.....

Deed of Agreement pursuant to S.106
Town and Country Planning Act 1990
(as amended) in relation to the
development of Site at
[.....]

ANDREW L LAYCOCK
County Secretary
County Hall
Hertford
SG13 8DE

REF: DU

end