

ob 1

3/98/1849/FP

DATED 20th March 2000

GOLDINGS ESTATES LIMITED

PLANNING OBLIGATION DEED

pursuant to S.106 Town and County
Planning Act 1990 relating to
Goldings Estate,
Waterford, Hertfordshire

BLACK GRAF & CO.
14/15 College Crescent
London NW3 5LL

Tel.No. 0171-586 1141

DA24213 AGT - SHB

THIS DEED is made on *20th March*

2000

BY

1. **GOLDINGS ESTATES LIMITED** of Fairways Centre, Walthamstow Avenue,
London E4 8TA

RECITALS

- (1) The Owner is registered at H M Land Registry as proprietor of the freehold estate in the Property under Title Number HD357915 subject to a legal charge dated 20th November 1998 in favour of AIB and subject to a legal charge also dated 20th November 1998 in favour of Lipotex
- (2) The Owner considers that certain planning obligations should be entered into as of the date of this Deed (subject to any conditions as are set out in this Deed) in respect of the Property

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS

In this Deed and the Schedules hereto the following expressions shall have the meanings indicated

- 1.1 "the Act" means the Town and County Planning Act 1990

- 1.2 "AIB" means AIB Group (UK) plc of Bankcentre Britain, Belmont Road, Uxbridge, Middlesex UB8 1SA and its successors in title and assigns
- 1.3 "The Communal Areas" means the gardens and open areas of the Property edged blue on the Plan but excluding any land to be included in the sale or letting of individual Dwellings
- 1.4 "the Council" means East Hertfordshire District Council of 2 The Causeway, Bishop's Stortford, Hertfordshire, CM23 2EJ and its successors in title and assigns
- 1.5 "the Development" means the development authorised by the Planning Permission and the Listed Building Consent and any works associated with the Development
- 1.6 "Dwelling" means any house or flat to be constructed or converted pursuant to the Development
- 1.7 "the Footpath Works" means the laying out of footpaths described in Schedule 2
- 1.8 "Lipotex" means Lipotex Enterprises Limited care of Sharpe & Co. Sherbourne House, 23-25 Northolt Road, Harrow, Middlesex HA2 0LH and its successors in title and assigns
- 1.9 "the Landscape Management Plan" means the procedures, plans and works set out in Schedule 4
- 1.10 "the Landscape Study" means the Landscape Study relating to the Property dated November 1998 and prepared by David Brown Landscape Design
- 1.11 "The Listed Building Application" means the written application dated 11th December 1998 and registered by the Council on 15th December 1998 the number of which is: Application 3/98/1850/LB
- 1.12 "the Listed Building Consent" means a Listed Building Consent granted pursuant to the Listed Building Application

- 1.13 "the Owner" means Goldings Estates Limited and its successors in title and assigns
- 1.14 "the Permissions" means the Planning Permission and the Listed Building Consent
- 1.15 "the Plan" means the annexed plan
- 1.16 "the Planning Application" means the written application dated 11th December 1998 and registered by the Council on 15th December 1998 the number of which is:
Application 3/98/1849/FP
- 1.17 "the Planning Permission" means a planning permission granted pursuant to the Planning Application
- 1.18 "the Property" means the land edged red on the Plan comprising the land currently registered at H M Land Registry under Title Number HD 357915

2. CONDITIONS PRECEDENT

- 2.1 This Deed shall only have effect upon the later of the date when the Permissions are issued in writing and the date upon which the Owner shall begin the Development by the carrying out of a material operation in accordance with the provisions of Sections 56 and 91-93 of the Act
- 2.2 For the avoidance of doubt it is hereby declared that in the event of any of the Permissions being quashed as a result of legal proceedings or in the event of either of the Permissions expiring without the Development having been begun as mentioned in clause 2.1 above then the Owner's obligations under this Deed shall absolutely and immediately determine and become null and void but without prejudice to the rights of any party against the others

3. STATUTORY PROVISIONS AND COVENANTS

3.1 This Deed is made in pursuance of Section 106 of the Act

3.2 This Deed is a planning obligation for the purposes of Sections 106 of the Act and the covenants by the Owner contained in this Deed shall be deemed to be planning obligations to which Section 106 of the Act shall apply and such planning obligations may be enforced by the Council

3.3 The Owner consents to its interest as freeholder of the Property being bound by this Deed

3.4 AIB and Lipotex consent to their respective interests as mortgagees of the Property being bound by this Deed but so that they shall have no liability for anything under this Deed

3.5 The Owner shall not be liable for breach of a covenant contained in this Deed after it has parted with all its interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest and for the avoidance of doubt the expression "interest" in this Clause does not include the benefit of a mortgage or charge so that the Owner shall be deemed to have parted with its interest in the Property (or such part thereof as aforesaid) even though it holds the benefit of a mortgage or charge thereon

4. COVENANTS

The Owner hereby covenants with the Council (subject to the provisions of clauses 2 and 3.5 above) that:

- 4.1 Any transfer or lease at a premium of a Dwelling granted by it shall contain restrictions substantially in the form as set out in Schedule 1
- 4.2 As part of and in conjunction with the works comprised in the Development to undertake and complete the Footpath Works prior to the occupation of the first Dwelling
- 4.3 It will prepare prior to the commencement of the Development implement upon occupation of the last Dwelling and review the Landscape Management Plan
- 4.4 In connection with the scheme of sales and lettings of Dwellings to make arrangements for the Communal Areas to be maintained in single ownership until completion of the sale of the last Dwelling to be sold or let on a lease at a premium to a purchaser or lessee
- 4.5 Upon completion of the sale of the last Dwelling in the Development to be sold or let to a purchaser to transfer the Communal Areas or (if part thereof has previously been transferred with the consent of the Council) the remainder thereof to the Management Company referred to in Schedule 3 in consideration of the terms hereof and a covenant by the Management Company to maintain the property thereby transferred in perpetuity in accordance with the scheme of maintenance set out in Schedule 3

5. MISCELLANEOUS

- 5.1 References in this Deed to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Deed) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)

5.2 In the event that any term condition or provision of this Deed is held to be a violation of applicable law statute or regulation the same shall be deemed to be deleted from this Deed and shall be of no force and effect and this Deed shall remain in full force and effect as if such term condition or provision had not been contained in this Deed

6. DUPLICATES

This Deed may executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same Deed

7. HEADINGS

The headings in this Agreement are for convenience only and shall not be taken into account in the consideration and interpretation of this Deed

IN WITNESS whereof the Owner, AIB and Lipotex have executed this deed the day and year first before written

SCHEDULE 1

Restrictions

1. Not to transfer, lease, let or enter into any disposition of, or affecting, the property:
 - 1.1 less than the whole
 - 1.2 without at the same time procuring that any transferee of the Property
 - 1.2.1 applies irrevocably for, and does everything within his control to obtain, membership of the Management Company (and the Purchaser undertakes to seek the termination of his own membership of the Management Company at the same time) and
 - 1.2.2 enters into a deed of covenant with the Management Company and the Vendor to observe and perform (among other things) these covenants
 - 1.3 without at the same time including in any such transfer or any letting or disposition any garage on the Estate in which the Purchaser has any interest (so that ownership and occupation of any dwelling and garage previously in single ownership shall so continue)
2. Not to use or permit to be used the property, or any building on it, for the carrying on of any trade or business, but to use the same as a single private dwelling (and, if the property includes a garage, as a garage for a private non-commercial motor vehicle) only
3. Not without prior written consents of the Vendor the Management Company and where required of any local planning or other competent authority (which consents may in the case of the Vendor and the Management Company be withheld within their absolute discretion) to:

- 3.1 alter the external appearance of any buildings, walls, fences and other erections now on the property
- 3.2 divide the property into more than one unit of accommodation
- 3.3 construct or maintain on the property any additional buildings, walls, fences or other structures or erections than those now existing
- 3.4 alter the external decoration scheme or colours of the property than as now existing
4. Not to:
 - 4.1 use any garden land included in any property other than as a garden appurtenant to the house or flat included within the property
 - 4.2 erect any satellite dishes or similar electronic receiving devices on the exterior of the property
 - 4.3 mutilate, cut, fell or lop any trees or shrubs on the property without the prior written consents of the Management Company and (if required) any local or other competent authority
 - 4.4 permit any planting other than that agreed in the Landscape Management Plan
 - 4.5 place or park any caravan, boat or commercial vehicle on any part of the property or the Estate
 - 4.6 permit the cleaning or repair of motor vehicles on any part of the Estate other than within the confines of any garage or garage access
 - 4.7 place or permit any advertisement, notice or sign upon any part of the Property or the Estate

SCHEDULE 2

Footpath Works

1. Clearing the routes of new footpaths (the approximate position of which are shown by purple dotted lines on the Plan) subject to such minor variations to the routes thereof as may be agreed by the Council
2. The dedication of the said new footpaths for use by the public as definitive footpaths

SCHEDULE 3

The Maintenance and Management of the Communal Areas

1. To manage and maintain the Communal Areas in accordance with the Landscape Management Plan to include the following elements
 - 1.1 The transfer of the Communal Areas to a separate Management Company of which each Purchaser of a freehold or Lessee under a Lease granted at a premium of a Dwelling (other than the Chapel, Cedar Cottage, Rose Cottage, Wych Elms Cottage and The Lodge) on the Development is to be a member PROVIDED THAT the transfer to such Management Company shall not in accordance with Clause 4.4 hereof take place until the completion of the sale of all the Dwellings has taken place
 - 1.2 Covenants by the Management Company in each Transfer or lease at a premium to a purchaser of a Dwelling (other than the Chapel, Cedar Cottage, Rose Cottage, Wych Elms Cottage and The Lodge) to maintain the Communal Areas
 - 1.3 Covenants by each individual purchaser in such transfer to contribute to the cost of such maintenance
 - 1.4 Permitting the residents of the Development (other than the Chapel, Cedar Cottage, Rose Cottage, Wych Elms Cottage and The Lodge) to have reasonable access to the gardens within the Communal Areas

SCHEDULE 4

Landscape Management Plan

- 1.0 The Owner undertakes to prepare, implement and review as necessary, a comprehensive Landscape Management Plan for the Estate in accordance with the outline contained in Section 5 of the Landscape Study
- 1.1 The scope of the Landscape Management Plan will be:
 - 1.1.1 Aims and Objectives, principally to protect, enhance and sustain the special historic interest of the Estate but also to include public access, residential amenity and wildlife value
 - 1.1.2 Detailed Survey Records, incorporating the Landscape Study along with a full individual tree condition survey, land surveys, landscape works drawings, archaeological pre-development studies
 - 1.1.3 Detailed Management Prescriptions, a schedule of works to be undertaken in the short (0-10 years), medium (10-40 years) and long term (beyond 40 years). A baseline annual maintenance schedule will be included
 - 1.1.4 Review Mechanisms, a methodology for continuing monitoring of the condition of the Estate and the successful execution of the works included in the Detailed Management Prescription. A review procedure to ensure that the Landscape Management Plan remains up to the date with long-term changes
- 2.0 The Detailed Management Prescriptions will apply to defined elements of the Estate, as follows:

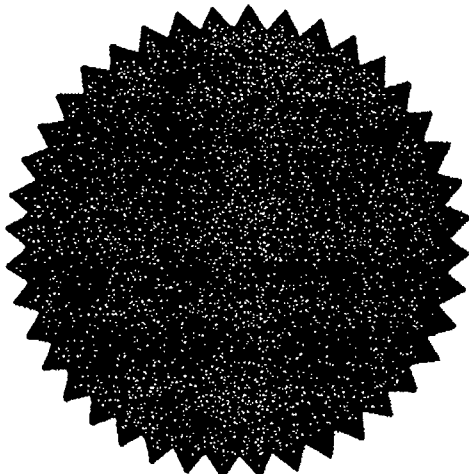
- 2.0.1 Builtform - retaining walls, roadways, bridges, paths, terraces, ornaments, fences and other existing garden structures. Schedules of maintenance and repair specifying suitable materials and workmanship
- 2.0.2 Water - watercourses, rivers, drains. Schedules of maintenance work required to maintain the function and appearance of these elements
- 2.0.3 Meadows - open grassland in the North and South Parks to be maintained by grazing or hay cutting. Detailed management schedules to be prepared by area
- 2.0.4 Trees and Woodlands - areas of woodland and individual trees shown on the 1898 Ordnance Survey sheet shall be maintained or restored. Other existing trees will be retained or removed dependent on their accordance with the aims and objectives of the Landscape Management Plan. A full tree survey to the specification contained within BS5837 will be undertaken and a schedule of tree management work including pruning, removal and replacement will be drawn up. Trees will generally be replaced with specimens of the same species and variety. A list of appropriate species will be included by reference to each separate block or group. A repeat survey will be carried out at a maximum interval of three years to ensure that public safety is maintained
- 2.0.5 Goldings Historic Gardens - based on the detailed design proposals for this area, a schedule of continuing maintenance work to maintain the following elements:
- i) South Front Lawns
 - ii) Structural shrub planting
 - iii) South Front Parterre
 - iv) Wilderness
 - v) Walled Gardens
 - vi) Home Close Orchard

Private garden areas will be maintained by their owner, but where important historic elements are present these shall be defined, retained or restored and maintained in accordance with the Landscape Management Plan Plant material, pruning practice and mowing regimes will be scheduled

3.0 The costs of the Landscape Management Plan scheduled works shall be met by an annual levy on members of the Management Company. A capital sum of £25,000 shall be provided by the Owner and set aside as an initial contribution towards a contingency fund to meet costs beyond the scope of the annual maintenance budget. The annual levy to meet maintenance costs and to maintain the capital sum will be reviewed regularly to ensure that the Landscape Management Plan is adequately financed

4.0 A garden committee shall be elected by the Management Company from its members to implement the Landscape Management Plan. The garden committee will employ professionally qualified and experienced consultants to advise them when required and allowance for these costs shall be included in the annual maintenance budget

EXECUTED as a deed by)
LIPOTEX ENTERPRISES)
LIMITED in the presence of:)



Director

Director
Secretary

