

DATED

19 December

2013

**HERTFORDSHIRE COUNTY COUNCIL**

- and -

**ST ALBANS CITY & DISTRICT COUNCIL**

**UNILATERAL UNDERTAKING MADE PURSUANT TO SECTION 106 TOWN AND  
COUNTRY PLANNING ACT 1990**

- in respect of -

**LAND IN AND AROUND THE FORMER AERODROME, NORTH ORBITAL ROAD, UPPER  
COLNE VALLEY, HERTFORDSHIRE**

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THIS DEED is made on

19 December

2013

By:

- (1) **Hertfordshire County Council** of County Hall, Pegs Lane, Hertfordshire SG13 8DQ ("HCC");

For the benefit of:

- (2) **St Albans City and District Council** of Council Offices, Civic Centre, St Peter's Street, St Albans Hertfordshire AL1 3JE (the "**Council**")

1. **RECITALS**

- 1.1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and the body by which the obligations in this Deed are intended to be enforceable.
- 1.2 HCC owns the freehold interest in the Land.
- 1.3 The Developer applied to the Council for the Planning Permission.
- 1.4 On 21 July 2009 the Council refused to grant Planning Permission and the Developer subsequently appealed against the Council's decision to the Secretary of State.
- 1.5 On 17 December 2009 Lafarge Aggregates Limited, The Gorhambury Estates Company Limited and the Developer entered into a planning obligation pursuant to Section 106 of the 1990 Act which binds part of Area 1 and Areas 2, 3, 4, 5, 6, 7 and 8 (the "Existing Planning Obligation").
- 1.6 On 20 December 2012 the Secretary of State issued a letter stating that he was minded to grant the Planning Permission subject to a planning obligation under Section 106 of the 1990 Act being entered into by all those with an interest in the land which is subject to the Planning Application.
- 1.7 This Deed satisfies the requirements of the Secretary of State's letter referred to in recital 1.6 in that the planning obligations herein bind the rest of the land which is subject to the Planning Application to the planning obligations contained in the Existing Planning Obligation.
- 1.8 It is not possible under Section 106 of the 1990 Act for HCC to covenant with itself in respect of the planning obligations contained in clauses 4, 5, 6, 7, 8 and 13 of the Existing Planning Obligation (such obligations in the Existing Planning Obligation being in favour of HCC and being referred to in this Deed as the "**HCC Obligations**"). Accordingly HCC

is entering into the HCC Obligations in favour of the Council such that the HCC Obligations shall be enforceable by the Council against HCC.

1.9 The HCC Obligations are further secured by clause 14 of this Deed which provides for a successor in title to HCC's interest in Area 1 to enter into a planning obligation with HCC in relation to the HCC Obligations such that, following a Disposal by HCC of its interest in Area 1, HCC will itself also be able to enforce the HCC Obligations against such successor in title.

1.10 HCC has agreed to enter into this Deed:

- (a) pursuant to the provisions of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of Localism Act 2011;
- (b) as a pre-requisite to the grant of Planning Permission to mitigate the impact of the Development and to enable the Development to go ahead;
- (c) upon the terms and conditions hereinafter appearing; and
- (d) with the further intent that the same shall be a local land charge and registered as such upon its completion.

**NOW THIS DEED** made in pursuance of Section 106 of the 1990 Act Section 111 of Local Government Act 1972 and Section 1 of Localism Act 2011 witnesses as follows:

## **2. DEFINITIONS AND INTERPRETATION**

2.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meaning:

<b>"1990 Act"</b>	the Town and Country Planning Act 1990 as amended;
<b>"Area 1"</b>	the area marked Area 1 shown edged red on drawing number 394503-LV-018;
<b>"Area 2"</b>	the area marked Area 2 shown edged red on drawing number 394503-LV-018;
<b>"Area 3"</b>	the area marked Area 3 shown edged red on drawing number 394503-LV-018;

<b>"Area 4"</b>	the area marked Area 4 shown edged red on drawing number 394503-LV-018;
<b>"Area 5"</b>	the area marked Area 5 shown edged red on drawing number 394503-LV-018;
<b>"Area 6"</b>	the area marked Area 6 shown edged red on drawing number 394503-LV-018;
<b>"Area 7"</b>	the area marked Area 7 shown edged red on drawing number 394503-LV-018;
<b>"Area 8"</b>	the area marked Area 8 shown edged red on drawing number 394503-LV-018;
<b>"Branch Railway Line Improvements"</b>	Improvements to the St Albans Abbey to Watford Junction branch line or the rail service on such branch line;
<b>"Branch Railway Line Improvements Contribution"</b>	a financial contribution of £200,000 (two hundred thousand pounds).
<b>"Commencement"</b>	<p>the carrying out on Area 1 of a material operation as defined by Section 56(4) of the 1990 Act in connection with the Development save that for the purposes of this Deed none of the following operations shall constitute a material operation:</p> <ul style="list-style-type: none"><li>(a) archaeological or site inspections;</li><li>(b) site or soil surveys;</li><li>(c) decontamination works;</li><li>(d) demolition or site clearance;</li><li>(e) the laying of services;</li><li>(f) the erection of a site compound;</li><li>(g) the erection of temporary fences or hoardings;</li><li>(h) the display of advertisements including the</li></ul>

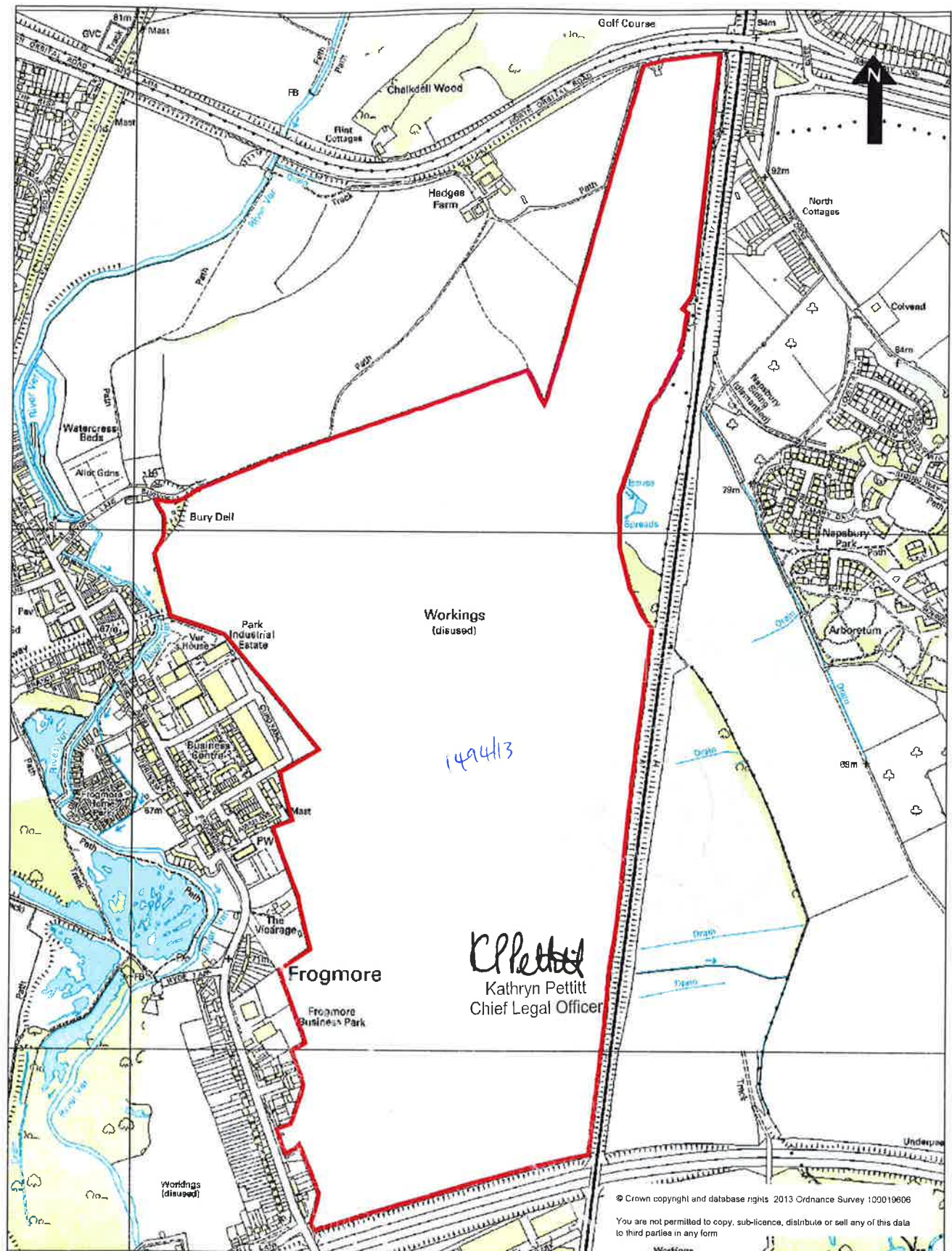
	erection of advertisement hoardings; and
	interim landscaping works
<b>"Country Park"</b>	the country park to be provided on part of Area 1 and on part of Area 2 and on Areas 3-8;
<b>"Countryside Management Plan"</b>	a plan setting out details of the long term management and maintenance of the Country Park to be approved under the conditions attached to the Planning Permission;
<b>"Developer"</b>	HelioSlough Limited (Company Registration Number 05026832) whose registered office is at Cunard House 15 Regent Street London SW1Y 4LR
<b>"Development"</b>	construction of a strategic rail freight interchange comprising an intermodal terminal and rail and road served distribution units (331,665 M <sup>2</sup> in Use Class B8 including ancillary B1/B2 floor space) within Area 1, with associated road, rail and other infrastructure facilities and works within Areas 1 and 2, (including earth mounds and a Park Street/Frogmore relief road) in a landscaped setting, and further landscaping and other works within Areas 3 to 8 inclusive to provide publicly accessible open land and community forest;
<b>"Disposal"</b>	the transfer of a freehold interest in the relevant land and <b>"Dispose"</b> and <b>"Disposed"</b> shall be construed accordingly;
<b>"Drawing number 394503-LV-018"</b>	the drawing numbered 394503-LV-018 attached hereto;
<b>"Drawing number 394503-LV-061"</b>	the drawing numbered 394503-LV-061 attached hereto;
<b>"First Occupation"</b>	the first occupation of any Unit for commercial purposes but does not include occupation for the purposes of construction, fitting out, decoration,

	marketing or display and <b>"First Occupied"</b> shall be construed accordingly;
<b>"Footpaths, Bridleways and Cycleways Improvements"</b>	improvements to footpaths, bridleways and cycleways in the vicinity of the Land to include: <ul style="list-style-type: none"><li>(a) formation of new or upgrading of existing footpaths or bridleways outside the Land as shown on drawing number 394503-P-057 (referred to in the conditions attached to the Planning Permission); and/or</li><li>(b) the upgrade of the pavement on the southern side of the A414 to a combined pavement and cycleway in the vicinity of the Land; and/or</li><li>(c) improvements to the pedestrian bridges and underpasses in the vicinity of the Land.</li></ul>
<b>"Footpaths, Bridleways and Cycleways Improvements Contribution"</b>	a financial contribution of £450,000 (four hundred and fifty thousand pounds);
<b>"Heavy Goods Vehicle"</b>	any goods vehicle which has an operating weight exceeding 7.5 tonnes;
<b>"the Index"</b>	the BIS Tender Price Index of Road Construction published by BCIS;
<b>"Index Linked"</b>	means that the sum payable shall be varied in the same proportion as the percentage increase in the Index between the quarterly Index figure from the third quarter of 2009 and the quarterly Index figure for the quarter immediately preceding the date of actual payment;
<b>"Intermodal Terminal"</b>	the intermodal terminal forming part of the Development;
<b>"Land"</b>	The part of Area 1 shown for identification purposes only edged red on drawing number HP

2264 attached to this Deed;

<b>"Landscape Management Plan"</b>	a plan setting out details of the long term management and maintenance of the landscape areas within the Country Park to be approved under the conditions attached to the Planning Permission;
<b>"Lorry Routing Contribution Measures"</b>	measures to be introduced to ensure that Heavy Goods Vehicles are restricted from using Watling Street and Harper Lane;
<b>"Lorry Routing Contribution"</b>	a financial contribution of £75,000 (seventy five thousand pounds);
<b>"Park Street/Frogmore Environmental Improvements"</b>	<p>environmental improvements at Park Street/ Frogmore to include;</p> <ul style="list-style-type: none"><li>(a) traffic management measures to be introduced to restrict Heavy Goods Vehicles from using the A5183 in the vicinity of Park Street/ Frogmore save for those vehicles delivering to addresses in the vicinity of Park Street/ Frogmore and/ or;</li><li>(b) traffic calming measures and/or;</li><li>(c) footway widening and/or;</li><li>(d) associated townscape and landscape works to improve the environment and residential amenity;</li></ul>
<b>"Park Street/Frogmore Environmental Improvements Contribution"</b>	a financial contribution of £300,000 (three hundred thousand pounds);
<b>"Park Street Railway Station Improvements"</b>	improvements to passenger facilities at Park Street Railway station and improvements to the street layout in the vicinity of Park Street Railway Station;
<b>"Park Street Railway Station"</b>	a financial contribution of £150,000 (one hundred





PROJECT

Former Radlett Airfield

DRAWING TITLE

Workings

DRAWN M Flunder

CHECKED

DATE 21/11/2013

SCALE 1:10000

PLAN NO.

HP 2264

REVISION

21:11:13



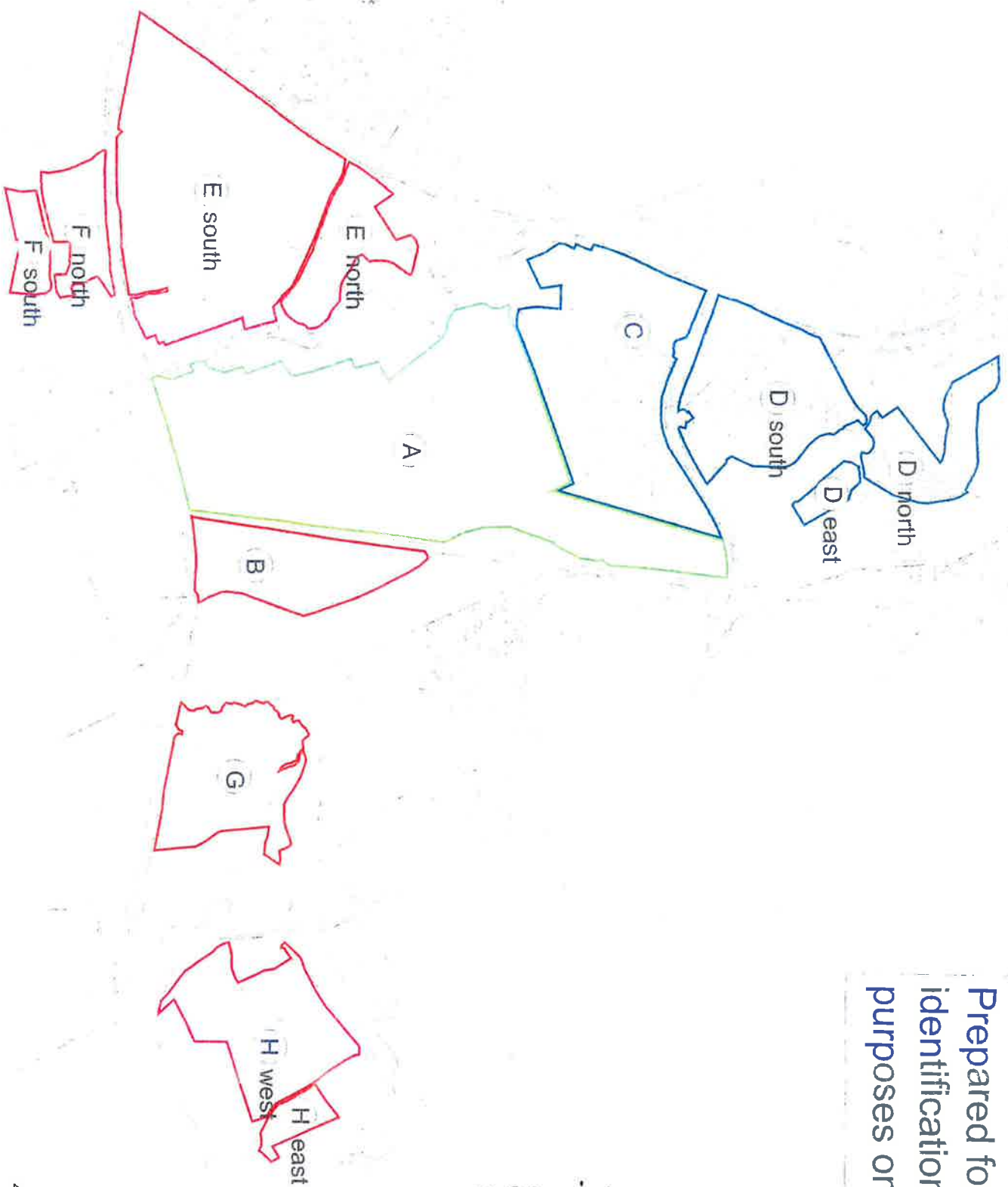




Prepared for  
identification  
purposes only.

- LEGEND**
- Lafarge Aggregates Ltd
  - Gorehambury Estate
  - Herfordshire CC

*KPPedist*



**CAPITA LOVEJOY**  
land planning by design

Capita Lovejoy  
Unit 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
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<b>Improvements Contribution"</b>	and fifty thousand pounds);
<b>"Planning Application"</b>	the application dated 9 April 2009 for Planning Permission for the Development registered by the Council under the Council's reference number 5/2009/0708;
<b>"Planning Challenge"</b>	an application to the High Court challenging the grant of the Planning Permission.
<b>"Planning Permission"</b>	the planning permission granted or to be granted by the Secretary of State for the Development as a result of the determination of the appeal relating to the Planning Application;
<b>"Rail Subsidy Fund"</b>	the sum of £3 million (three million pounds);
<b>"Service Charge"</b>	the service charge paid under the occupational lease in relation to each Unit within Area 1;
<b>"Travel and Freight Monitoring and Management Plan Co-ordinator"</b>	the person appointed under the terms of the Travel and Freight Monitoring and Management Plan referred to in the conditions attached to the Planning Permission to co-ordinate the initiatives under the plan;
<b>"Trigger Event"</b>	the occupation of a specified number of Units or the occupation of a specified amount of floor area or floorspace within the Development or the date on which the average number of trains arriving at and leaving Area 1 over a specified period exceeds a specified number as referred to in this Deed or in the conditions attached to the Planning Permission;
<b>"Unit"</b>	each of the respective warehouse units within Area 1 to be constructed as part of the Development;

2.2 Where the context so permits:

- (a) the expression HCC shall include its successors in title and assigns under a Disposal save where specifically provided to the contrary by this Deed;
- (b) words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons;
- (c) any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute;
- (d) references in this Deed to any clause subclause or schedule without further designation shall be construed as a reference to the clause subclause or schedule to this Deed so numbered; and
- (e) the clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2.3 To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations and restrictions contained within this Deed are planning obligations for the purposes of Section 106 of 1990 Act. To the extent that any of the obligations and restrictions 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 1 Localism Act 2011 and all other enabling powers.

3. **ENFORCEABILITY**

HCC enters into the obligations in this Deed for itself and its successors in title for the benefit of the Council to the intent that (save where otherwise provided in this Deed) the obligations in this Deed shall be enforceable not only against HCC but also against its successors in title to the Land or any part thereof any person claiming through or under HCC an interest or estate in the Land or any part thereof **PROVIDED THAT:**

- (a) HCC, any successors in title of HCC and any person deriving title under it shall not be liable for any breach of this Deed occurring after it shall have parted with its interest in the Land provided that for the avoidance of doubt the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer or Disposal of the Land (or part thereof) shall not be interpreted or

construed to the effect that HCC or any successor in title of HCC or any person deriving title under it has not parted with its interest in the Land for the purposes of this clause; and

- (b) the obligations contained in this Deed shall not be binding upon the owner, lessee or occupier of any Unit within the Development.

**4. LORRY ROUTING SCHEME RESTRICTING HGV MOVEMENTS ON WATLING STREET AND HARPER LANE**

**4.1 HCC covenants for the benefit of the Council that:**

- (a) none of the Units shall be First Occupied and the works on Area 2 which form part of the Development shall not serve any of the floorspace in the Units until the Lorry Routing Contribution has been paid to the Council as a contribution to be spent by the Council only for the provision and ongoing management and maintenance of the Lorry Routing Contribution Measures;
- (b) it shall give the Council reasonable assistance with the introduction of the Lorry Routing Contribution Measures.

**5. HGV ENTRY/EXIT TO/FROM AREA 1**

**5.1 HCC covenants for the benefit of the Council that none of the Units shall be occupied until a scheme has been implemented to ensure that Heavy Goods Vehicles servicing the Units or the Intermodal Terminal shall only enter or exit Area 1 at point A on the Highways Plan (referred to in the conditions attached to the Planning Permission) except for any HGV entering or exiting Area 1 which is servicing the Units or the Intermodal Terminal and which is servicing commercial premises located on or in the vicinity of the A5183 south of Frogmore.**

**5.2 The scheme shall provide for appropriate measures to be taken and penalties to be enforced in respect of Heavy Goods Vehicles which do not comply with the scheme**

**6. TRAFFIC MANAGEMENT AND ENVIRONMENTAL IMPROVEMENTS TO A5183 WITHIN PARK STREET AND FROGMORE**

**6.1 HCC covenants for the benefit of the Council that:**

- (a) none of the Units shall be First Occupied and the works on Area 2 which form part of the Development shall not serve any of the floorspace in the Units until the Park Street/Frogmore Environmental Improvements Contribution has been paid to the Council as a contribution to be spent by the Council only for the provision of the Park Street/Frogmore Environmental Improvements;
- (b) it shall give to the Council reasonable assistance with the introduction of the Park Street/Frogmore Environmental Improvements.

**7. IMPROVEMENTS TO FACILITIES AT PARK STREET RAILWAY STATION**

**7.1 HCC covenants for the benefit of the Council that:**

- (a) none of the Units shall be First Occupied and the works on Area 2 which form part of the Development shall not serve the Units until the Park Street Railway Station Improvements Contribution has been paid to the Council as a contribution to be spent by the Council only for the provision of the Park Street Railway Station Improvements;
- (b) it shall give to the Council reasonable assistance with the introduction of the Park Street Railway Station Improvements.

**8. IMPROVEMENTS TO ST ALBANS TO WATFORD JUNCTION BRANCH RAILWAY LINE**

- 8.1** HCC covenants for the benefit of the Council that none of the Units shall be First Occupied and the works on Area 2 which form part of the Development shall not serve the Units until the Branch Railway Line Improvements Contribution has been paid to the Council as a contribution to be spent by the Council (or the body responsible for implementing such improvements) only for the provision of the Branch Railway Line Improvements.

**9. SITE MANAGEMENT – RAIL PROMOTION**

- 9.1** HCC covenants for the benefit of the Council that none of the Units shall be First Occupied until the Travel and Freight Monitoring and Management Plan Co-ordinator has been appointed with an express responsibility for the promotion of rail freight at the Development and to the surrounding area such that the Travel and Freight Monitoring and Management Plan Co-ordinator shall:
- (a) facilitate discussions between occupiers of the Units to enable them to consider the consolidating of loads as between occupiers of Units;



- (b) provide an interface between occupiers of the Units and rail freight service providers;
- (c) monitor the operation and use of the Intermodal Terminal by occupiers of the Units.

9.2 HCC covenants for the benefit of the Council to provide the Rail Subsidy Fund and to procure that the Travel and Freight Monitoring and Management Plan Co-ordinator shall apply such Fund towards measures to promote rail usage at the Development such measures to comprise:

- (a) payments to occupiers of the Units as contributions towards the costs of using non-standard rail wagons; and
- (b) such other rail promotion measures as are appropriate to the needs of the occupiers of the Units.

9.3 The Rail Subsidy Fund shall be provided and applied towards the stated purposes until the date on which the average number of trains arriving at and leaving Area 1 over a three month period exceeds 4 per 24 hour weekday period.

9.4 Notwithstanding clause 9.3 the Rail Subsidy Fund shall be reduced to £1 million (one million pounds) upon completion of the Midland Gauge Enhancement Works (as defined in the conditions attached to the Planning Permission) and the reduced fund shall continue to be available until the date on which the average number of trains arriving at and leaving Area 1 over a three month period exceeds 4 per 24 hour weekday period.

#### 10. **SITE MANAGEMENT – SERVICE CHARGE REGIME**

10.1 HCC covenants for the benefit of the Council that none of the Units nor the Intermodal Terminal shall be First Occupied unless there shall have been included within the Service Charge for such Unit and for the Intermodal Terminal provision for payment of a proper proportion of the cost of the operation and maintenance of the fixed rail infrastructure within the Development and the branch line to the Midland Mainline and such costs shall be divided between the occupiers of the Units and the Intermodal Terminal irrespective of the amount of usage of rail by such occupier.

#### 11. **FUNDING OF IMPLEMENTATION OF THE COUNTRYSIDE MANAGEMENT PLAN AND THE LANDSCAPE MANAGEMENT PLAN**

11.1 HCC covenants for the benefit of the Council that none of the Units shall be First Occupied unless there shall have been included within the Service Charge for such Unit



provision for payment of an amount which shall produce over time (together with the Service Charges payable by the occupiers of all of the other Units) sufficient funds to meet the costs of managing and maintaining the Country Park in accordance with the Countryside Management Plan and the Landscape Management Plan approved pursuant to the conditions attached to the Planning Permission.

11.2 HCC shall retain such Service Charge payments in a separately identifiable account which contains only such Service Charge payments

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## **12. LEASE PROVISIONS ON NOISE RESTRICTIONS**

12.1 HCC covenants for the benefit of the Council that:

- (a) none of the Units or the Intermodal Terminal shall be First Occupied unless there shall have been included in the lease of such Unit or the Intermodal Terminal an obligation that the tenant shall comply with the conditions attached to the Planning Permission (and any variation of such conditions) which controls noise during the operation of the Development.
- (b) HCC shall enforce such lease provision if properly instructed to do so in writing by the Council in circumstances where there is a breach by the relevant tenant of such conditions attached to the Planning Permission.

## **13. FOOTPATHS, BRIDLEWAYS AND CYCLEWAYS IMPROVEMENTS**

13.1 HCC covenants for the benefit of the Council that none of the Units shall be First Occupied until the Footpaths, Bridleways and Cycleways Improvements Contribution has been paid to the Council as a contribution to be spent by the Council only for the provision of the Footpaths, Bridleways and Cycleways Improvements.

## **14. FURTHER COVENANT RE AREA 1**

- 14.1 HCC covenants for the benefit of the Council that at least 4 weeks before completion of a Disposal of any part of its interest in the Land to any person for the purposes of the Development HCC shall serve written notice on the Council of such proposed Disposal and shall thereafter keep the Council informed in writing regarding the steps being taken to secure the completion of the planning obligation referred to in clause 14.2.
- 14.2 HCC covenants for the benefit of the Council not to Dispose of any part of its interest in the Land to any person for the purposes of the Development unless that person enters into a planning obligation with HCC binding such land Disposed of to the HCC Obligations such that HCC will itself also be able to enforce the HCC Obligations against such

successor in title under the Disposal and such planning obligation shall be entered into contemporaneously with such Disposal and HCC shall provide to the Council a copy of such planning obligation following the completion of the said planning obligation.

**15. AGREEMENTS AND DECLARATIONS**

**15.1 It is declared by HCC as follows:**

- (a) nothing contained or implied in this Deed shall prejudice or otherwise affect the rights powers duties and obligations of the Council in the exercise of its statutory functions as local planning authority and that all rights powers duties and obligations under any public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council did not have the benefit of this Deed;
- (b) any notice or written communication to be served pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or by registered post or recorded delivery post to the relevant party at its address specified in this Deed or such other address as from time to time may be notified for the purpose by notice in writing provided that any such notice or other written communication
  - (i) shall be deemed valid and effectual if on its face it is signed by an officer or duly authorised signatory thereof and;
  - (ii) if for HCC shall be marked for the attention of the Chief Legal Officer, Ref RX 8

**15.2** The covenants as contained herein take effect as provided by this Deed but none of the covenants shall be of any effect until Commencement of Development.

**15.3** HCC shall notify the Council in writing within fourteen days following the Commencement of Development of such commencement provided that default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development being taken to have occurred as a matter of fact or the obligations in this Deed conditional upon the Commencement of Development taking effect. HCC shall also notify the Council in writing within fourteen days following the occurrence of any Trigger Event provided that default in giving notice or confirming the date by exchange of correspondence shall not prevent the relevant Trigger Event being taken to have occurred as a matter of fact or the obligations in this Deed or the requirements under conditions attached to the Planning Permission conditional upon the relevant Trigger Event taking effect.

- 15.4 This Deed shall be registered in the register of Local Land Charges;
- 15.5 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development or is modified (other than by agreement with or at the request of the Developer) this Deed shall forthwith determine and cease to have effect and there shall be effected cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 15.6 This Deed shall cease to have any effect if Planning Permission for the Development has not been implemented before the expiration of the period specified (or deemed to be specified) in such Planning Permission for the commencement of development pursuant to Sections 91 or 92 of the 1990 Act (or such later date as may be agreed in writing by the Council).
- 15.7 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with any other planning permission granted whether before or after the date of this Deed by the Council or the Secretary of State or any other competent authority.
- 15.8 Nothing in this Deed shall require the performance by HCC of any obligations whatsoever in or upon over or under land outside the Land if that land is outside the ownership or control of HCC.
- 15.9 No person other than a contracting party may enforce any signatory of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.10 In the event of a Planning Challenge by any person other than the signatory to this Deed the provisions of this Deed shall be suspended only on the cessation of development until such time as the final determination of the Planning Challenge and shall (in circumstances where the Planning Permission is quashed on such final determination) have no further force and effect.
- 15.11 If any provision or part of any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions or parts of provisions hereof shall not, in any way, be deemed thereby to be affected or impaired.
- 15.12 For the purposes of such parts of this Deed as may be subject to the law against perpetuities, the perpetuity period shall be a period of 80 years from the date hereof.

**IN WITNESS** whereof this Deed has been executed but not delivered until the date which appears at the head of this document.

THE COMMON SEAL of )  
HERTFORDSHIRE COUNTY COUNCIL )  
was affixed to this Deed in the presence )  
of:- )



~~Assistant Chief Legal Officer~~ / Chief Legal Officer

  
Kathryn Pettitt  
Chief Legal Officer