

Response to EX215, EX216, EX217 and EX218 (To be read with previous response to EX203 & 203A)

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Assessment of WHBC reduced OAN (13,800 dwellings) and the under-provision of its Housing Target (13,277 dwellings) as recommended by the Cabinet Planning and Parking Panel (CPPP) on 17 November 2020 and as Resolved by Full Council on 23 November 2020.

Selecting the OAN

1. At its meeting on 17 November 2020, the WHBC CPPP recommended that the Council should adopt a reduced Objectively Assessed Housing Need of 13,800 dwellings for the Plan period 2016 to 2036, but should only allocate sites to provide a Housing Target of 13,277 dwellings.
2. The recommendation from the planning officers to the CPPP meeting was;

“That Members identify what they consider to be the most appropriate precise figure for the annual rate of objectively assessed housing need (OAN) over the plan period 2016 -2036.”
3. In August 2020 Turley presented its evidence, based on the 2018 ONS population and household projections, that the WHBC OAN is in a range of 14,300 to 16,000 dwellings for the Plan period 2016 to 2036.
4. Members of the CPPP received no credible evidence to support a reduced OAN of 13,800 dwellings for the Plan period. Moreover, the evidence which was available to the Council from detailed expert analysis by its own consultant, Turley, spanning the period 2014 to 2020 was that the OAN for the WHBC borough is 800 dwellings per annum (16,000 over the Plan period) with a proviso that the 2018 ONS projections might support a lower OAN of 14,300 dwellings.

5. NPPF (2012) paragraph 158 and 159 quite clearly requires the Council to prepare a relevant evidence base and to use that evidence to assess the full objective housing needs within the housing market area. Members should then be informed of the Council's OAN, with the emphasis on being "Objective". The OAN is a not a negotiated or preference-based decision for the Council.

6. In selecting an OAN of 13,800 dwellings, Councillors found it to be 'very important' [EX215] that press reports, which suggested the Government was due to amend the proposed standard methodology and to redistribute housing away from shire and rural areas, were a material consideration. It was therefore the Council's expectation that the new standard methodology would reduce the housing requirement for WHBC, which was seen as a reason to justify the selection of a lower OAN. However, since the November Council meetings, the latest government advice in PPG has made clear that the standard methodology should remain based upon the 2014 MHCLG household projections. In the case of WHBC, this results in an annual requirement of 875 dwellings (17,500 over the Plan period). The latest PPG guidance states [Paragraph: 005 Reference ID: 2a-005-20190220 - Revision date: 20 02 2019];

"Why are 2014-based household projections used as the baseline for the standard method?"

The 2014-based household projections are used within the standard method to provide stability for planning authorities and communities, ensure that historic under-delivery and declining affordability are reflected, and to be consistent with the Government's objective of significantly boosting the supply of homes."

7. The latest PPG is referring to the "Standard Method" which is not directly applicable to a Plan being examined under the NPPF 2012. However, national policy cannot be disregarded (paragraph 182 NPPF 2012) where that policy is clearly relevant. In this case, there are two aspects of the latest PPG advice which are relevant to NPPF 2012:-

Firstly, the government makes clear that it regards the 2014-based MHCLG Household Projections ***“to be consistent with the Government’s objective of significantly boosting the supply of homes”*** and;

Secondly, ***“The 2014-based household projections are used within the standard method to provide stability for planning authorities and communities and to ensure that historic under-delivery and declining affordability are reflected”***.

8. Historic under-delivery and declining affordability are both significant challenges in the Welwyn Hatfield borough, which undermines social and economic stability. Turley does take historic under-delivery and declining affordability into consideration in its OAN assessment (800 dpa), but this is less than Standard Methodology would require. Reducing the OAN below 800 dpa would therefore be inconsistent with national policy. The latest advice in PPG therefore assists the Inspector to appreciate the Government’s national policy objectives.

The Present Situation

9. The Council commenced the preparation of this Local Plan back in 2009 (Issues and Options), since which time the Council has sought every possible reason and opportunity to reduce its housing need and its housing target. In addition to the consequential delay and cost, such conduct is in direct conflict with NPPF paragraphs 14, 47 and 182, which requires the Council to meet objectively assessed needs in full (with flexibility), to significantly boost the supply of housing and to act positively, justifiably, effectively and to be consistent with national policy and guidance. None of those tests have been met by WHBC during the past eleven/twelve years and the Council continues in its determined endeavour to frustrate the supply of housing and to obstruct the delivery of new homes.

10. The failure by WHBC at the November 2020 Council meetings to recognise even the minimum OAN (14,300) or to allocate sufficient sites to meet its unsubstantiated OAN (13,800) is simply the latest episode in this Council's confrontation with government policy, causing yet further delay and cost.
11. Consequent to the recommendation from CPPP to full Council on 17 November 2020, Aurora Properties Limited submitted a Freedom of Information (FOI) request to WHBC requesting a detailed breakdown of the sites which will meet the WHBC Housing Target of 13,277.
12. On 17 December 2020 WHBC responded to the FOI request with the information attached at Appendices 1, 2 and 3. The information provided by WHBC was not complete. A subsequent request has been made to WHBC to provide the missing data, which has not yet been received.
13. From the information provided by WHBC, it is clear to see that the Housing Target of 13,277 is an exaggeration of the potential housing delivery from sites within the borough, during the Plan period. A summary of the reasons why the reduced OAN of 13,800 (or even the Housing Target of 13,277) will not be met is set out below.
14. **C2 Accommodation**
15. The Council has erroneously included 232 Use Class C2 bed-spaces as "dwellings" in its Housing Target, thereby misrepresenting part of its Use Class C3 Housing Target. In the Turley SHMA 2014, it makes clear at paragraph 20 of the Executive Summary:

"The household projections developed by Edge Analytics exclude the population within communal establishments. Analysis of the projected change in this element of the population suggests a future additional need for approximately 620 bed spaces for

*persons aged 75+ who are likely to require care home (C2) accommodation (2011 – 2031). **This sits outside of the OAN and needs to be accounted for accordingly when comparing against the future supply of housing.***

16. Turley repeat its emphasis in Section 9 at paragraph 9.102:

*“There is also a need for older persons housing – in the form of C2 accommodation – which falls outside of the population and household modelling presented in section 6 and above. **This therefore falls outside of the objectively assessed need, and should be considered in addition to this figure.**”*

17. Turley conclude its 2014 SHMA advice in respect of C2 accommodation in Section 10, at paragraph 10.49:

*“The population and household growth projection scenarios include a calculation of projected change in the communal population, with a relatively consistent level of growth in the population across all scenarios. This relates solely to the population aged 75 and over, and it is therefore reasonable to assume that this primarily relates to an increased need for care home accommodation. **This need is not included within the household projections, and therefore should be considered in addition to the objectively assessed need presented in this report.** Based on the Economy Study (Baseline) scenario on which the objectively assessed need is based, this suggests a total growth in the communal population of approximately 620 people (2011 – 2031), with this growth to be accommodated within C2 accommodation.”*

18. The Turley SHMA update in 2017 (upon which the OAN of 800 dwellings per annum is founded) revised its overall requirement for C2 bed-spaces down from 620 in the 2014 SHMA to 339 in its 2017 update. Turley stated at paragraph 24:

“The modelling indicates that growth in the older population will generate a separate and additional need for 339 bed-spaces in communal establishments (Use Class C2) which is excluded from the overall OAN...”

19. The C2 accommodation erroneously included within the WHBC Housing Target is:

Completions:

Land at Bericot Way Welwyn Garden City (N6/2014/2462)	42 bed-spaces
Former QEII Hospital (6/2015/2132)	35 bed-spaces

	77 bed-spaces

Commitments:

Adjacent 45 Broadwater Road Welwyn Garden City(6/2018/3292)	58 bed-spaces
Minster House Hatfield (6/2019/2086)	49 bed-spaces
Plot 6000 Hatfield Business Park (6/2017/0550)	45 bed-spaces
Oakridge Lodge Welwyn Garden City (6/2020/0826)	3 bed-spaces

	155 bed-spaces

Total 232 bed spaces

20. It is also worthy of note that Turley identified an OAN of 339 C2 bed-spaces during the Plan period (Turley Update in 2017). Equally, Policy SP2 requires 330 C2 bed-spaces within the Plan. However, the latest WHBC Housing Target (based on the officer report to CPPP on 17 November 2020) now appears to only make provision for 232 additional C2 bed-spaces, which is a shortfall of 107 against the OAN and 98 below the C2 target in the submitted Plan.

21. The Council has not offered any explanation for why it cannot meet its C2 OAN in full (339 bed-spaces) during the Plan period.

22. **Student Accommodation**

23. The submitted Local Plan states at paragraph 9.27:

“In accordance with national planning guidance, the provision of student accommodation may be counted towards the number of completed dwellings based on the amount of accommodation it releases in the housing market. For monitoring purposes, this is calculated using a cautious 5:1 ratio between student bedrooms and dwelling equivalents based on an average of 4.5 bedrooms per house in multiple occupation, which has received planning permission in the borough in recent years.”

24. Under “Completions 2019/20” planning permission S6/2016/1739 (Comet Hotel Hatfield) is described as:

“EXTENSION AND REFURBISHMENT OF THE GRADE II LISTED BUILDING (USE CLASS C1) FOLLOWING DEMOLITION OF EXISTING REAR AND SIDE EXTENSIONS. ERECTION OF 7,253.7SQM STUDENT ACCOMMODATION (SUI GENERIS), LANDSCAPING AND ASSOCIATED WORKS”

The applicant’s planning statement describes the development as:

“56 bedroom aparthotel supported by a high quality communal facilities including a bar, dining room and a ‘business hub’ and 308 beds of high quality, managed student accommodation.”

25. The 308 purpose built student accommodation bedrooms permitted by planning permission 6/2016/1739 should only be counted towards the Borough’s Housing Target in accordance with draft Policy SP7 and the supporting text at paragraph 9.27 of the submitted Plan. Therefore, inclusion of these equivalent dwellings in the Housing Target should be at the ratio of 5:1 which is equivalent to 62 dwellings, not 308 dwellings.
26. Under “Completions 2016/17” planning permission S6/2012/1928 (College Lane Hatfield) provides for 324 (C3) equivalent dwellings. The Planning Officer Report describes this development as:

“DEMOLITION OF EXISTING STUDENT RESIDENCES COMPRISING 1059 BEDSPACE (ROBERS WAY, BUTLER HALL, FERN HALL, CHAPMAN HALL, BROAD HALL AND COALES HALL). ERECTION OF 2511 NEW STUDENT BEDROOMS”

27. The net increase in student accommodation is therefore 1,452 bedrooms, which is the equivalent of 290 dwellings (not 324 dwellings) when the ratio of 5:1 contained in Policy SP7 is applied.

28. The Council’s Housing Target (as Resolved at the Council Meeting on 23 November 2020) erroneously contains:

M S6/2016/1739 (Comet Hotel Hatfield)	272 dwelling equivalents
S6/2012/1928 (College Lane Hatfield)	324 dwelling equivalents

Total	596 dwelling equivalents

29. The correct presentation of student accommodation (equivalent dwellings) should be:

S6/2016/1739 (Comet Hotel Hatfield)	62 dwelling equivalents
S6/2012/1928 (College Lane Hatfield)	290 dwelling equivalents

Total	352 dwelling equivalents

30. Assuming the Inspector is willing to find Policy SP7 to be sound, the total dwelling equivalent in the Council’s Housing Target (13,277) for student accommodation should be reduced from 596 to 352 (a reduction of 244) in the Housing Target.

31. Duplications and Double-Counting

32. The Council has provided a schedule of “Commitments”, being those developments which have been granted planning permission but not yet completed. Assessment of that schedule has revealed significant double-counting, particularly where an existing

dwelling is being replaced, but the Council has not deducted the dwelling(s) to be demolished.

33. As a consequence, the following deductions, which total 38 dwellings, should be made to the Housing Target (see Appendices 2 and 3):

WHBC over-presentation of commitments of 5 or more dwellings = 14 dwellings

WHBC over-presentation of commitments of 5 or less dwellings = 24 dwellings

34. The Council has also provided a schedule of “Completions” on sites of 10 dwellings or more. That schedule contains an additional 16 replacement dwellings which appear to be double-counted (Appendix 1 (2019/20)).
35. As a result of the above assessment, it appears that the Council is double-counting 54 replacement dwellings (38 commitments and 16 completions) in its Housing Target.

36. **Restrictive Covenants**

37. Restrictive covenants which limit or prevent development are not a material consideration for the planning authority when determining a planning application. However, a restrictive covenant which prevents the implementation of a planning permission (deliverability) is a material consideration under paragraph 47 (sub-notes 11 and 12) of the NPPF 2012 (particularly where those dwellings are included within the five-year land supply).
38. There are two planning permissions which are included within the Council’s Housing Target where restrictive covenants prevent the implementation of those developments. These are:

11 Brookmans Avenue Brookmans Park 6/2016/1778	5 dwellings
77 Brookmans Avenue Brookmans Park 6/2018/1996	7 dwellings

Total	12 dwellings

39. A copy of the Registered Titles for both properties, which contain the restrictive covenants (see “Schedule of Restrictive Covenants”), are attached at Appendix 4 and 5.
40. Neither planning permission (12 dwellings in total) should currently be counted within the WHBC Housing Target.
41. **Expired Planning Permissions**
42. The schedule of “Committed” housing developments includes a number of planning permissions granted in the period 2012 to 2016 which have now expired, unless development has commenced (extant permission) or the planning permission has been renewed. From the information provided by the Council, it is not possible to establish the validity of these historic planning permissions to the present Housing Target.
43. **Outstanding Information**
44. For the period 2016 to 2020, the Council states that 271 dwellings on sites of ten or less were completed. However, the Council has not provided details of these dwellings. As the “Commitments” on small sites has revealed significant double-counting of dwellings (including the failure to deduct replacement dwellings), it is reasonable to assume that the same error might have been repeated in respect of “Completed” dwellings on small sites.
45. **Increased Density**
46. The Council has recently sought to advance SDS3/Pea02b (Broadwater Road West – Wheat Quarter) for an additional 600 dwellings in high density, high rise flats. There is no evidence to support this assertion and it is highly probable that there would be objections from Historic England, The Gascoyne Cecil Estate (Hatfield House) and the Welwyn Society. Such a high rise, high density development would cause harm to the

setting of Grade I and Grade II Listed Buildings and to the adjoining Conservation Area. It would also be out of character with the existing Garden City.

47. The Council is also seeking to advance additional high rise, high density development for an additional 71 dwellings on Pea102 (Bio-Park Broadwater Road). The same obstacles would need to be addressed as for SDS3/Pea02b.
48. The promotion of speculative high rise, high density development as part of the Council's Housing Target is not sound. For the purposes of this examination, the WHBC Housing Target is over-stated by these 671 dwellings.

Conclusion

49. It is a matter of regret that it was necessary to make a FOI request in order to obtain transparent details of the Council's Housing Target of 13,277 dwellings for the Plan period.
50. The FOI response has revealed significant issues with the Housing Target which include:
 1. WHBC presentation of C2 accommodation (as C3) = 232 dwellings
 2. WHBC over-estimation of student dwelling equivalents (as C3) = 244 dwellings
 3. WHBC double counting of planning permission commitments = 38 dwellings
 4. WHBC double-counting of completions = 16 dwellings
 5. WHBC undeliverable due to restrictive covenants = 12 dwellings
 6. WHBC over-statement due to increased density at SDS3 and Pea102 = 671

WHBC Total over-statement of Housing Target Delivery = 1,213 dwellings

51. The Council's Housing Target, as recommended by the WHBC CPPP meeting on 17 November 2020 at 13,277 should therefore be reduced to 12,064 dwellings.

52. The target for C2 bed-spaces appears now to be 232 beds, which is below the OAN (339 bed-spaces) and below the target in Policy SP2 (330 bed-spaces). C2 accommodation is in addition to the borough's housing OAN.
53. It is also material consideration that, whilst the Council has not published an updated five-year land supply or a housing trajectory, the majority of the over-presentation or over-estimation of housing delivery will have the greatest impact during the first five-years of the Plan period.
54. In its report to CPPP on 17 November 2020, the Council sought to rely upon a possible revision to the NPPF 2018 Standard Methodology that would support a reduced OAN within the Welwyn Hatfield borough. However, the Government has now made clear that Standard Methodology should be based upon the 2014 household projections, which it considers to be more stable and consistent with the Government's objective to significantly boost the supply of new homes. The WHBC housing requirement based on the 2014 MHCLG household projections would require 875 dwellings per annum in Welwyn Hatfield. This is 17,500 dwellings over the Plan period.
55. In January 2020, the Council's planning officers prepared a detailed 700 page report with a clear recommendation, submitted to the CPPP meetings on 23 and 29 January 2020, to allocate sufficient suitable and sustainable sites to meet the OAN of 16,000 dwellings in full. The latest report to CPPP on 17 November 2020 indicates that due to increased density on some urban sites, it would be possible to deliver more than 16,000 homes in the Plan period. This would provide headroom (flexibility) in the Plan which is an objective of NPPF (2012) paragraph 14.
56. The Council is also required to ensure that housing distribution and housing mix meets all housing needs within the borough. Most recently, the government has emphasised

the need for family homes. However, it is apparent from a review of the information submitted to the CPPP meeting on 17 November 2020 and the recent response from WHBC to a FOI request that the submitted Plan is weighted heavily in favour of one and two bedroom flats which are predominantly concentrated in narrow geographic and demographic areas. That is not a sound strategy and the Council should be required to publish full details of its proposed housing mix and housing distribution.

57. The Council's proposed OAN at 13,800 dwellings is not based on robust evidence and it is not supported by the Council's own expert consultants. The Council is out on a limb without any justification.
58. In the light of the consistent Turley assessment of 800 dwellings per annum based on the government's preferred 2014 MHCLG household projections and giving due weight to the Standard Methodology assessment for WHBC at 875 dwellings per annum, there has been no meaningful change in household projections or government policy to support a reduction in the WHBC OAN below 800 dwellings per annum.

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6 January 2021

APPENDICES

- Appendix 1 WHBC Response to FOI Request (December 2020) "Completions on Sites of 10 Dwellings or more 2016 – 2020"
- Appendix 2 WHBC Response to FOI Request (December 2020) "Commitments on Sites of 5 Dwellings or more"
- Appendix 3 WHBC Response to FOI Request (December 2020) "Commitments on Sites of 5 Dwellings or less"
- Appendix 4 Registered Title of 11 Brookmans Avenue, Brookmans Park
- Appendix 5 Registered Title of 77 Brookmans Avenue, Brookmans Park

Appendix 1 (2016/17)

WHBC Response to FOI Request in December 2020 (Adjustments in Red)

Completions on sites of 10 Dwellings or more - 2016/17

Settlement	Site	Use Class	Planning Permission Reference	Net Completions in year
Hatfield	University of Hertfordshire, College Lane Campus	C1	S6/2012/1928/PP (Net gain 1,452 bedrooms/5 = 290)	324 (- 34) [290 dwelling equivalents]
WGC	Xerox Campus, Bessemer Road	C3	N6/2015/1049/OR	101
Welwyn	The Frythe (West)	C3	N6/2014/0208/DE	33
Hatfield	71 Great North Road (North)	C3	S6/2014/1620/OR	27
Cuffley	Turbocentre, Station Road	C3	S6/2014/0243/MA	24
Brookmans Park	1-12 Green Close	C3	S6/2013/2231/MA	16
Welwyn	The Frythe (Central)	C3	N6/2013/2563/DE	16
Hatfield	1-5 Harpsfield Broadway	C3	S6/2014/1174/OR	15
Brookmans Park	Land at Green Close	C3	S6/2013/0830/MA	12
WGC	Dairycrest Depot, Homestead Lane	C3	N6/2015/1079/MA	11
Hatfield	31 Salisbury Square	C3	S6/2015/1034/MA	10
WGC	82 Bridge Road East	C3	N6/2014/0918/MA	10
Sites of less than 10 dwellings (42 sites)				84
Demolitions				-12
Total				671 (-34 = 637)

Note: The Council has been asked to provide full details of the sites of less than 10 dwellings (42 sites) comprising 84 dwellings.

Appendix 1 (2017/18)

WHBC Response to FOI Request in December 2020 (Adjustments in Red)

Completions on sites of 10 Dwellings or more – 2017/18

Settlement	Site	Use Class	Planning Permission Reference	Net Completions in year
WGC	Land at Bericot Way	C2	N6/2014/2462/MA	42 (-42) [Use Class C2]
Welwyn	The Frythe (West)	C3	N6/2014/0208/DE	40
WGC	Former QEII Hospital, Howlands (East)	C3	6/2015/1901/RM	39
WGC	Xerox Campus, Bessemer Road	C3	N6/2015/1049/OR	35
WGC	Former QEII Hospital, Howlands (West)	C2	6/2015/2132/RM	35 (-35) [Use Class C2]
Hatfield	51 Great North Road	C3	6/2016/1647/MAJ	23
WGC	Stonehills House, Stonehills (Conversion)	C3	N6/2015/0192/OR	23
WGC	Xerox Campus, Bessemer Road	C3	6/2015/2128/MAJ	22
WGC	82 Bridge Road East	C3	N6/2014/0918/MA	13
Sites of less than 10 dwellings (40 sites)				68
Demolitions				-25
Total				315 (-77 = 238)

Note: The Council has been asked to provide full details of the sites of less than 10 dwellings (40 sites) comprising 68 dwellings.

Appendix 1 (2018/19)

WHBC Response to FOI Request in December 2020 (Adjustments in Red)

Completions on sites of 10 Dwellings or more – 2018/19

Settlement	Site	Use Class	Planning Permission Reference	Net Completions in year
WGC	Former QEII Hospital, Howlands (East)	C3	6/2015/1901/RM	124
WGC	Xerox Campus, Bessemer Road	C3	6/2016/1176/RM	110
WGC	Inspira House, Martinfield	C3	6/2017/1519/PN11	54
WGC	Land adj Broadwater House, 43 Broadwater Road	C3	N6/2015/0034/MA	23
Hatfield	Land to the rear of 44-52 Garden Avenue	C3	S6/2014/2179/MA	22
WGC	Xerox Campus, Bessemer Road	C3	6/2015/2213/MAJ	22
Hatfield	71 Great North Road (South)	C3	6/2015/1774/MAJ	18
Hatfield	41-43 Roe Green Lane	C3	6/2016/0345/MAJ	16
Brookmans Park	Land north of Green Close	C3	6/2016/0192/MAJ	12
Welwyn	The Frythe (West)	C3	6/2017/1160/MAJ	12
WGC	Stonehills House, Stonehills (Additional units)	C3	6/2016/0818/MAJ	12
Oaklands & Mardley Heath	Land adjacent to 82 Great North Road	C3	6/2017/0547/FULL	10
Sites of less than 10 dwellings (26 Sites)				58
Demolitions				-31
Total				462

Note: The Council has been asked to provide full details of the sites of less than 10 dwellings (26 sites) comprising 58 dwellings.

Appendix 1 (2019/20)

WHBC Response to FOI Request in December 2020 (Adjustments in Red)

Completions on sites of 10 Dwellings or more – 2019/20

Settlement	Site	Use Class	Planning Permission Reference	Net Completions in year
Hatfield	Comet Hotel, St Albans Road West	€3 (Sui-Generis)	6/2016/1739/MAJ	272 (-210) [308/5 = 62 Equivalent]
WGC	Xerox Campus, Bessemer Road	C3	6/2018/0685/PN11	70
WGC	51 Bridge Road East	C3	6/2017/2104/MAJ	54
WGC	Mercury House, 1 Broadwater Road	C3	6/2016/2624/FULL	43
WGC	Xerox Campus, Bessemer Road	C3	6/2017/1568/MAJ	38
WGC	Broadwater Road West SPD Site (Central - Former Roche Building)	C3	6/2016/1882/FULL	34
WGC	Xerox Campus, Bessemer Road	C3	6/2016/2690/MAJ	30
WGC	Xerox Campus, Bessemer Road	C3	6/2015/2213/MAJ	22
Welwyn	The Frythe (West)	C3	6/2017/1160/MAJ	18
Hatfield	Northdown Road	C3	6/2016/1091/DC3	16 (-16) [Replacement]
WGC	Former Xerox Site, Bessemer Road	C3	6/2018/1810/MAJ	16
Welwyn	The Frythe (Main House Conversion)	C3	6/2016/0011/VAR	12
Sites of less than 10 dwellings (34 Sites)				61
Demolitions				-13
Total				673 -226 = 447

Note: The Council has been asked to provide full details of the sites of less than 10 dwellings (34 sites) comprising 61 dwellings.

Summary of over-statement of Completions 2016 - 2020:

Completions 2016/17	-34
Completions 2017/18	-77
Completions 2018/19	0
Completions 2019/20	-226

Total Over-Statement	-337

WHBC Response to FOI Request in December 2020 (Adjustments in Red)**Commitments on Sites of 5 Dwellings or more**

Settlement	Site	Planning Permission Reference	Dwellings (Remaining to deliver)
Welwyn Garden City	Xerox Campus, Bessemer Road (New build - West, Blocks X2 and X3)	6/2016/1975/RM	125
Welwyn Garden City	29 Broadwater Road	6/2019/0108/PN11	72
Woolmer Green	Entech House	6/2017/0848/MAJ	72 -1 (Replacement)
Welwyn Garden City	Norton Building, Bridge Road East	6/2019/0018/PN11	59
Welwyn Garden City	Land adjacent to 45 Broadwater Road	6/2018/3292/MAJ	58 -58 (C2 Accommodation)
Hatfield	Minster House	6/2019/2086/FULL	49 -49 (C2 Accommodation)
Hatfield	Plot 6000, Hatfield Business Park	6/2017/0550/MAJ	45 -45 (C2 Accommodation)
Welwyn Garden City	QEI hospital nursery and MRI centre off William Close	6/2018/2809/MAJ	41
Welwyn Garden City	Land north of Chequersfield	6/2018/1519/MAJ	30
Welwyn Garden City	26 Stonehills	6/2019/1452/MAJ	27
Welwyn Garden City	Accord House, 28 Bridge Road East	6/2018/2472/MAJ	25
Hatfield	98-102 Great North Road	6/2017/1194/MAJ	24 -2 (Replacement)
Welwyn Garden City	37 Broadwater Road	6/2018/2387/MAJ	24
Rural South	Northaw House, Coopers Lane, Northaw	6/2019/0217/MAJ	23 -1 (Replacement)
Hatfield	Colonial House, 87 Great North Road	S6/2014/1541/MA	20
Welwyn Garden City	Fountain House, Howardsgate (First and second floor conversion)	6/2018/1067/PN11	18

Appendix 2

Hatfield	Car Park north of Salisbury Square	S6/2011/1994/MA	17
Welwyn Garden City	Accord House, 28 Bridge Road East	6/2020/0461/PN11	17
Hatfield	36 Salisbury Square (1st and 2nd floor conversion)	6/2020/0918/PN11	16
Cuffley	Cuffley Motor Company, Station Road	6/2016/0887/MAJ	12
Welwyn Garden City	Units 1,1a, 3 Swallow End	6/2018/0231/PN11	12
Hatfield	Andre House, 19-25 Salisbury Square	6/2018/0688/PN11	9
Rural North	Mill Green Mill, Green Lane	6/2018/0717/MAJ	9
Welwyn Garden City	Fountain House, Howardsgate (Roof Extension, Third floor)	6/2018/1057/FULL	9
Welwyn Garden City	Diocesan Education Centre, Hall Grove	6/2018/1029/FULL	9 -1 (Replacement)
Cuffley	12 Tolmers Gardens	6/2018/3125/FULL	8 -1 (Replacement)
Digswell	63-65 New Road	6/2019/1569/FULL	8 -1 (2 x Replacement)
Hatfield	Maynard House, 1 The Common	6/2018/2552/FULL	8 -2 (Replacement)
Rural South	Swan Lodge, Bell Lane, Brookmans Park	6/2016/0168/FULL	8 -1 (Replacement)
Welwyn	37 Church Street	6/2017/2107/FULL	8 -1 (Replacement)
Welwyn Garden City	Units 1,1a, 3 Swallow End	6/2019/1172/FULL	8 -1 (Replacement)
Welwyn Garden City	The East, Great North Road	6/2018/2085/FULL	8
Brookmans Park	75 Oaklands Avenue	6/2020/0456/FULL	7
Brookmans Park	77 Brookmans Avenue	6/2018/1996/FULL	7 -7 (Restrictive Covenant)
Hatfield	1 Roe Green Close	6/2019/1699/FULL	7
Rural North	Guessens 6 Codicote Road	6/2018/3140/FULL	7

Appendix 2

Rural South	Ponsbourne Riding Centre, Newgate Street	6/2018/0598/MAJ	7
Welwyn Garden City	St Andrews Care Home	6/2020/1249/FULL	7 -7 (C2 Accommodation)
Brookmans Park	101 Brookmans Avenue	6/2019/2313/FULL	6 -1 (Replacement)
Welwyn Garden City	Land behind 140 Ludwick Way	6/2019/1616/FULL	6
Brookmans Park	11 Brookmans Avenue	6/2016/1778/FULL	5 -5 (Restrictive Covenant)
Hatfield	14-16 Bishops Rise	6/2018/1883/FULL	5
Hatfield	36 Salisbury Square	6/2017/1902/FULL	5
Hatfield	33 Lemsford Road, Hatfield	6/2018/0534/FULL	5 -1 (Replacement)
Commitments - sites of 5+ dwellings (as above)			952 Less 159 (C2) Less 14 (Replacement) Less 12 (Covenant) ----- -185 Total <u>952 - 185 = 767</u>

WHBC Response to FOI Request in December 2020 (Adjustments in Red)**Commitments of 5 Dwellings or Less (with planning permission but not yet built)**

Settlement	Site	Planning Permission Reference	Dwellings (Remaining to deliver)
Breakdown of Small Sites			
Rural South	Firs Stables, Woodside Lane	6/2016/0946/RM	5
Hatfield	36 Salisbury Square (Roof Extension)	6/2017/1903/FULL	4
Hatfield	1-5 Park Street	6/2018/2497/FULL	4
Hatfield	2 St Albans Road East	6/2017/1242/FULL	4
Welwyn Garden City	Walnut House, 1 Walnut Grove	6/2017/1149/FULL	4
Welwyn Garden City	179 Handside Lane	6/2018/2426/FULL	4
Welwyn Garden City	56 Bridge Road East	6/2018/2871/PN11	4
Welwyn Garden City	58 Bridge Road East	6/2016/2648/PN11	4
Rural North	2 New Road (North), Stanborough	6/2015/1983/FULL	4
Rural North	2 New Road (North), Stanborough	6/2015/1984/FULL	4
Digswell	54 New Road	6/2018/2124/FULL	3
Hatfield	58 St Albans Road East	6/2018/1305/FULL	3
Welwyn	17-17A Mill Lane, Welwyn	6/2018/1454/PN11	3
Welwyn	29 Mill Lane	N6/2015/0553/OR	3
Welwyn Garden City	Oakview Lodge	6/2020/0826/FULL	3 (-3) [C2]
Welwyn Garden City	58B Bridge Road East	6/2019/2188/PN11	3
Hatfield	7 Strawmead	6/2019/0271/FULL	2
Hatfield	10 Crawford Road	6/2018/3267/PN9	2
Hatfield	Unit 1, 41-43 Town Centre	6/2019/0093/LAWP	2
Hatfield	Unit 2, 41-43 Town Centre	6/2019/0094/LAWP	2
Hatfield	Unit 3, 41-43 Town Centre	6/2019/0095/LAWP	2
Hatfield	24 High Dells	6/2020/0748/FULL	2 (-1 HMO to 2 Flats)
Hatfield	19-23 Town Centre	6/2016/1371/FULL	2
Hatfield	Land to the rear of 7 Ground Lane	S6/2012/2552/FP	2
Hatfield	71 Park Meadow	6/2017/0142/FULL	2 (-2 Replacement)
Oaklands & Mardley Heath	10 & 12 Oaklands Rise	6/2016/1998/FULL	2
Oaklands & Mardley Heath	8 Firway	6/2020/0778/FULL	2 (-1 Replacement)
Oaklands & Mardley Heath	Land adjacent to 17 Bracken Lane	N6/2012/0215/S73B	2
Welham Green	22 Dellsome Lane	6/2019/1822/FULL	2
Welwyn	The Frythe (West)	N6/2014/0208/DE	2
Welwyn	The Frythe (East)	N6/2013/1994/DE	2
Welwyn Garden City	13 New Road	6/2020/0966/FULL	2
Welwyn Garden City	Second Floor York House, 4 Wigmores South	6/2017/2894/PN11	2
Welwyn Garden City	6 Elmoor Avenue	6/2020/0673/FULL	2
Welwyn Garden City	Part 2nd Floor 1-7 Fountain House, Howardsgate	6/2018/3025/PN11	2
Welwyn Garden City	First Floor , 9-10 Stonehills	6/2018/2034/PN11	2
Welwyn Garden City	Land rear of 52 & 54 Bridge Road	N6/2014/2504/FP	2

Appendix 3

Rural North	2 New Road (North), Stanborough	6/2019/1051/PN11	2
Rural North	Beecholme 54 Codicote Road	6/2018/2688/FULL	2
Rural North	Beecholme 54 Codicote Road (additional flats)	6/2020/0180/FULL	2 (-1 Addition)
Rural South	Primrose Cottage, Kentish Lane	6/2020/1251/FULL	2
Rural South	The Spinney, High Road, Essendon	6/2018/0804/FULL	2
Rural South	15-17 Newgate Street Village	6/2019/1441/FULL	2
Rural South	Camleigh Farm, Cucumber Lane, Essendon	6/2015/2088/PN10	2 (-1 Replacement)
Brookmans Park	73 Pine Grove	6/2018/0215/FULL	1
Brookmans Park	20 Upland Drive	6/2018/0655/FULL	1
Brookmans Park	65 Georges Wood Road	6/2018/0017/FULL	1
Brookmans Park	Land adjacent to 46 Peplins Way	6/2020/0622/FULL	1
Brookmans Park	55-56 Bradmore Gardens	6/2019/1432/FULL	1
Brookmans Park	Garages at Green Close	6/2017/0048/FULL	1
Brookmans Park	Land between 33 & 35 Pine Grove	6/2018/2031/FULL	1
Brookmans Park	32 Upland Drive	6/2018/0373/FULL	1
Brookmans Park	16 Upland Drive	6/2018/1068/FULL	1
Brookmans Park	28 Brookmans Avenue	6/2018/2201/FULL	1 (-1 Replacement)
Brookmans Park	47 Pine Grove	6/2017/2693/FULL	1 (-1 Replacement)
Brookmans Park	6 Brookmans Avenue	6/2019/2285/FULL	1 (-1 Replacement)
Brookmans Park	13 The Gardens	6/2018/2319/FULL	1 (-1 Extension)
Brookmans Park	68 Mymms Drive	6/2018/0116/FULL	1 (-1 Replacement)
Cuffley	66 Tolmers Road	6/2019/0536/FULL	1
Cuffley	Land rear of 14 East Ridgeway	6/2016/1949/FULL	1
Cuffley	Garages adjacent to flats 37-48 Lambs Close	6/2018/2170/FULL	1
Cuffley	7 Hanyards	6/2019/2311/FULL	1
Cuffley	Land Adjacent to 48 The Ridgeway	6/2020/1325/FULL	1
Cuffley	58 Plough Hill	6/2018/1225/FULL	1 (-1 Replacement)
Cuffley	Land rear of 17 Kingsmead	6/2016/0291/FULL	1
Cuffley	28 Hill Rise	6/2019/0165/FULL	1 (-1 Replacement)
Cuffley	15 Bacons Drive	6/2016/2179/FULL	1 (-1 Replacement)
Cuffley	Cuffley Hills Barn, The Ridgeway	6/2020/0274/FULL	1
Cuffley	158 Tolmers Road	6/2018/0349/FULL	1 (-1 Replacement)
Digswell	27 New Road	6/2019/1053/FULL	1
Digswell	53 Harmer Green Lane	6/2015/2125/FULL	1
Hatfield	Land adjacent to 2 Bull Stag Green Cottages	6/2018/0683/FULL	1
Hatfield	55 Bishops Rise	6/2019/0814/FULL	1
Hatfield	105 Great North Road	6/2018/1041/FULL	1
Hatfield	13 Deerswood Avenue	6/2016/2123/FULL	1
Hatfield	108 Aldykes	6/2019/2901/FULL	1
Hatfield	The Wood Barn, The Eastate Yard, North Mymms	6/2019/1923/FULL (See 6/2020/1212 below)	1
Hatfield	2 De Havilland Close	6/2020/1010/FULL	1
Hatfield	25-27 Town Centre	6/2020/0801/PN11	1
Hatfield	land adj, 12 Elm Drive	6/2020/0285/FULL	1
Hatfield	6 Homestead Lane	6/2015/2177/FULL	1
Hatfield	10 Hawkshead Lane, North Mymms	6/2017/2346/MAJ	1

Appendix 3

Little Heath	1 Coopers Road	6/2018/3236/FULL	1
Oaklands & Mardley Heath	Land rear of 29 Turpins Ride	6/2018/1045/FULL	1
Oaklands & Mardley Heath	10 Woodland Way	6/2019/1862/FULL	1
Oaklands & Mardley Heath	Land rear of 6 Briary Wood End	6/2018/2649/FULL	1
Oaklands & Mardley Heath	14 The Avenue	6/2016/0490/FULL	1
Oaklands & Mardley Heath	Land rear of 19 Woodland Way	6/2017/0099/FULL	1
Oaklands & Mardley Heath	19 Woodland Way	6/2016/2432/FULL	1 (-1 Replacement)
Oaklands & Mardley Heath	2 Copse Hill	N6/2013/2709/FP	1
Welham Green	The Stables, Station Road	6/2016/2689/FULL	1 (-1 Replacement)
Welham Green	144B Dixons Hill Road	6/2019/2131/FULL	1
Welwyn	Land adjacent to 20 Kindersley Close	6/2018/1599/FULL	1
Welwyn	Land R/O, 26 Great North Road, Welwyn	6/2016/1980/FULL	1
Welwyn	4 London Road	6/2019/1413/FULL	1
Welwyn	15 Church Street	6/2019/1117/FULL	1
Welwyn	9 Broom Hill	6/2019/0771/FULL	1
Welwyn	2 Maran Avenue	6/2019/1552/FULL	1
Welwyn	5&7 Moor Cottages	6/2019/1342/FULL	1
Welwyn	24 London Road	6/2020/0061/FULL	1
Welwyn	6 Briary Wood Lane	6/2018/2649/FULL	1
Welwyn Garden City	2 Sandpit Road	6/2019/0298/FULL	1
Welwyn Garden City	105 Attimore Road	6/2020/0256/FULL	1 (-1 Replacement)
Welwyn Garden City	11 Guessens Road	6/2017/1471/FULL	1
Welwyn Garden City	Land adjacent to 85 Hardings	6/2016/1468/OUTLINE	1
Welwyn Garden City	Land adjacent to 28 High Oaks Road	6/2017/0235/FULL	1
Welwyn Garden City	Land off Monkswood	6/2018/2839/FULL	1
Welwyn Garden City	The Orchard House, 53 Brockswood Lane	6/2018/0647/VAR	1
Welwyn Garden City	Plas-y-Coed, Digswell Lane	N6/2014/1376/FP	1
Rural North	52 Reynards Road, Welwyn	6/2016/2521/FULL	1 (-1 Replacement)
Rural North	Beecholme 54 Codicote Road	6/2019/1065/FULL	1
Rural North	The Doves, Hill Farm Lane, Ayot St Lawrence	6/2016/1598/FULL	1 (-1 Replacement)
Rural South	Bell Bar Farm, Woodside Lane, Hatfield	6/2018/2648/FULL	1
Rural South	Sparrow Farm, Newgate Street	6/2019/0091/FULL	1
Rural South	The View, Carbone Hill, Northaw	6/2017/1003/VAR	1 (-1 Replacement)
Rural South	11 Hook Lane, Northaw Park	6/2018/1186/FULL	1
Rural South	41 Hawkshead Lane	6/2019/0844/FULL	1 (-1 Replacement)
Rural South	The Wood Barn The Estate Yard North Mymms Park	6/2020/1212/FULL (See 6/2019/1923 above)	1 (-1 Duplication)
Rural South	Swan Lodge, Bell Lane, Brookmans Park	6/2019/1471/FULL	1
Rural South	West End Farm, West End Lane, Essendon	6/2016/0890/FULL	1
Hatfield	69 Bramble Road	6/2016/0093/FULL	-1
Rural South	Northside/Abdale House, 32/34 Warrengate Road	6/2019/1371/FULL	-1
Total			189 Less 23 x Replacement Dwellings Less 3 x C2 Accommodation = 189 - 26 = 163

Title Number : P81517

This title is dealt with by HM Land Registry, Leicester Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 28 FEB 2019 at 12:55:02 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: P81517
Address of Property	: 11 Brookmans Avenue, Brookmans Park, Hatfield (AL9 7QH)
Price Stated	: Not Available
Registered Owner(s)	: STUART HERBERT MORRIS and CHRISTINA ANNE MORRIS of 11 Brookmans Avenue, Brookmans Park, Hatfield, Hertfordshire AL9 7QH.
Lender(s)	: Santander UK PLC

Title number P81517

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 28 FEB 2019 at 12:55:02. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

HERTFORDSHIRE : WELWYN HATFIELD

1 (17.12.1928) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 11 Brookmans Avenue, Brookmans Park, Hatfield (AL9 7QH).

2 The land is subject to the following exceptions and reservations contained in a Conveyance of the land lettered A B and C on the Supplementary Plans No.1 and No.2 to the Filed Plan dated 11 December 1928 made between (1) Frederick William Fane and Sydney Alexander Ponsonby (First Mortgagees) (2) The Guardian Assurance Company Limited (Second Mortgagees) (3) John Joseph Calder Percy Collingwood Burton and Christabel Rose Burton (4) Brookmans Park (Hatfield) Estate Limited (the Company) and (5) Brookmans Buildings Limited (the Purchaser):-

"(a) The free passage and running of water and soil coming from any other land belonging to the Company or others and their tenants or purchasers from it or them by and through the sewers channels and drains made or to be made upon in or under the premises and (b) all mines and minerals and mineral substances in and under the premises And reserving full right and liberty in fee simple for the Company their successors in title and assigns to work and get the said mines and minerals and mineral substances but by underground workings only and without entering upon or in any manner affecting or exercising any rights or powers whatsoever in or over the surface of the premises and making from time to time to the Purchaser and the persons deriving title under it and its and their lessees and tenants reasonable compensation for all damage done by such workings or occasioned to the premises or any building now or hereafter to be erected thereon.

The Purchaser and the persons deriving title under it shall not be entitled to any right or access to light or air to any building erected or to be erected on the land hereby conveyed or to any other right which would restrict or interfere with the free and unrestricted user by the Company its successors in title and assigns of any other part of the said Estate for building or other purposes."

3 The Conveyance dated 11 December 1928 referred to above contains the following provision:-

"The Company for itself and its assigns hereby covenants with the Purchaser that the Company for itself and its assigns hereby covenants with the Purchaser that the Company its successors and assigns will henceforth pay all the commuted tithe rent charge and charges and land tax respectively (if any) charged upon the property hereby conveyed at the times at which the same ought to be paid respectively and will keep the Purchaser and its successors in title and the said property at all times hereafter indemnified against the said tithe rent charge or charges and land tax (if any) and all actions claims costs and demands by reason of the non-payment thereof or of any part thereof."

4 The Transfer dated 2 April 1931 referred to in the Charges Register contains the following provision:-

"Except nevertheless the free passage and running of water and soil in or under the property."

Title number P81517

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (07.08.1980) PROPRIETOR: STUART HERBERT MORRIS and CHRISTINA ANNE MORRIS of 11 Brookmans Avenue, Brookmans Park, Hatfield, Hertfordshire AL9 7QH.
- 2 (28.03.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 March 2007 in favour of Santander UK PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 11 December 1928 referred to in the Property Register contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land lettered A and B on the Supplementary Plan No.2 to the Filed Plan dated 2 March 1929 made between (1) Brookman's Buildings Limited (the Company) and (2) John White (the Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title dated 2 April 1931 made between (1) John White (Vendor) and (2) George Scales (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (28.03.2007) REGISTERED CHARGE dated 20 March 2007.
- 5 (17.02.2010) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.
- 6 (28.03.2007) The proprietor of the Charge dated 20 March 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 December 1928 referred to in the Charges Register:-

"(1) The Purchaser hereby covenants with the first Mortgagees the second Mortgagees and the Company respectively and the persons deriving title under them respectively for the benefit of the Estate known as the Brookmans Park Estate and every part thereof and to the intent that the covenants shall be enforceable by the owner or owners for the time being of the said Estate or any part thereof and so as to bind the property hereby conveyed that the Purchaser and the persons deriving title under it shall henceforth at all times hereafter observe and perform the covenants restrictions and stipulations contained in the First Schedule hereto.

(2) PROVIDED ALWAYS that the Company and its successors in title owners for the time being of the part of the said Brookmans Park Estate remaining unsold or otherwise undisposed of may (subject to the concurrence in writing of the First Mortgagees and of the Second Mortgagees) from time to time and at any time forego release or vary any of the covenants restrictions or stipulations aforesaid in respect of any part or parts of the said Estate and nothing herein contained

Schedule of restrictive covenants continued

shall operate to impose any restriction on the manner in which the Company or its successors in title may deal with the whole or any part of the said Estate for the time being remaining unsold or undisposed of or be otherwise deemed to create a Building Scheme for the said Estate or any part thereof.

(3) PROVIDED ALSO that the Purchaser or other the owners for the time being of the premises hereby conveyed shall as regards any of the aforesaid covenants which are restrictive of the user of the land be liable only in respect of breaches which occur while it or they respectively shall be owner or owners of the land or the part thereof in respect of which any breach occurs.

THE FIRST SCHEDULE

STIPULATIONS

1. The Purchaser shall forthwith erect and for ever hereafter maintain good and sufficient evergreen fences not less than four feet in height with close meshed wire and post or cleft chestnut or other approved fencing to be approved by the Architect for the time being to the Company on and along the front and along the sides of the premises where marked "T" on the plan hereto.
2. No house or building shall be erected on the premises except in a position to be approved by the Architect for the time being of the Company and the frontage of any house or building erected on the premises shall conform to the building line shown on the said plan and shall not at any point project nearer to any road or intended road than such building line except in the case of porticoes bays or similar projections not extending more than four feet beyond the building line and each house or building shall be erected in a good and substantial and workmanlike manner with sound and proper materials and be of a cost value of £850 at least or £1600 at least per pair for semi-detached houses all the foregoing values to be estimated at the lowest current prices in labour and materials and to be exclusive of the cost of outbuildings.
3. Each house or building shall be erected together with all proper outbuildings and offices sanitary and water apparatus drains sewers and connections in accordance with plans elevations and sections to be approved by the Architect for the time being of the Company.
4. The said houses or buildings shall be roofed with tiles of a quality and colour which shall be approved by such architect as aforesaid.
5. The Purchaser shall pay to the said Architect a fee of two guineas for each set of plans passed.
6. There shall not be erected more than 80 dwellinghouses on the premises and no additional buildings or addition to any existing buildings shall at any time be erected on the premises unless set back to the building line as aforesaid and in accordance with plans and specifications to be previously approved in writing by the Architect for the time being to the Company and in a manner and situation to be approved by him.
7. NO bricks or tiles shall at any time be made or burnt nor shall any lime or clay be burnt on the premises and no operative machinery shall at any time be fixed thereon and no clay sand gravel or other materials shall be excavated thereout except for the foundation or for use in the erection of buildings thereon or for the purpose of laying drains or levelling the site.
8. The premises shall not nor shall any part thereof be used for any noisy noxious offensive or dangerous trade business pursuit or occupation or any purpose which shall or may be or grow to be in any way a nuisance damage grievance or annoyance to the First Mortgagees their heirs or assigns the Second Mortgagees their successors in title or to the Company their successors or assigns or their respective tenants or the owners or tenants of any adjoining or neighbouring property or which may tend to depreciate or lessen the value of the said Brookmans Park Estate or any part thereof as a residential

Schedule of restrictive covenants continued

property and (except by the permission in writing of the Company to be given in such manner and upon such terms and conditions as the Company shall think fit) the premises shall not be used or let for any other purpose than that of a private dwellinghouse but this or artistic profession without other outward indication thereof than a brass or other plate or inscription covering the space of not more than two feet by one foot.

9. The premises shall not nor shall any part thereof without the previous consent in writing of the Company be used for the sale of ale beer wines spirits or other intoxicating liquors or for any club at which intoxicating liquors are sold or consumed.

10. No house shall be let out in separate tenements and no hospital lunatic asylum or factory of any kind or retail shop or shops shall be erected upon the premises and no fair show or public entertainment shall be held thereon or on any part thereof and no hoarding shall be erected on the premises for advertisement nor shall the premises or any part thereof be used for advertising purposes.

11. No materials of any kind shall be deposited on the roads greensward or footpaths adjacent or near to the premises and no soil of any road or footpath or the surface thereof or of any adjoining greensward shall be moved or disturbed except for the purpose of laying gas water or drain pipes or subterranean conductors of electricity from the premises to the mains in any of which cases the roads and footpaths shall forthwith be made good and the repair consolidated by the Purchaser.

12. The Purchaser shall make good to the satisfaction of the Company when required any damage to the roadway or the kerbing or channelling thereof caused during building operations by carting or otherwise.

13. The Purchaser shall not construct or allow to be constructed any road or street over or through the premises.

14. The Purchaser shall keep all erections on the premises and the garden and grounds hedges fences and the greensward in the front of the premises in proper and neat order and condition and shall not cut down any trees or hedges now growing on the premises without the previous consent in writing of the Company.

15. The Purchaser shall pay and contribute (unless or until such duties are undertaken by some local authority) a proper proportion (together with the other persons from time to time liable to contribute) of the expenses of repairing and maintaining and cleansing Mymms Drive and Brookmans Avenue and of kerbing repairing maintaining and cleansing any other roads ways or paths which shall belong to or be used in connection with the premises in common with other premises adjoining or near thereto (such proportion in case of difference to be settled by the Surveyor for the time being of the Company whose decision shall be final) and to be paid to the Company on demand.

16. No wireless apparatus or aerials shall be erected on the land except such as are of neat appearance and the same shall be first approved by the Company's Surveyor whose decision shall be final.

17. In this Schedule where the context admits the expression "the Purchaser" in includes the persons deriving title under it and the expression "the Company" includes its successors in title the owners for the time being of the Brookmans Park Estate or the part thereof for the time being remaining unsold."

NOTE:-The Northern and Southern boundaries of the land in this title are marked T on the plan referred to.

2 The following are details of the covenants contained in the Transfer dated 2 March 1929 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Company for the benefit of the remainder of the land comprised in the above title number.

1. To observe and perform the conditions and stipulations contained in a Conveyance dated the eleventh day of December One thousand nine

Schedule of restrictive covenants continued

hundred and twenty eight and made between Frederick William Fane and Sydney Alexander Ponsonby of the first part The Guardian Assurance Company Limited of the second part John Joseph Calder Percy Collingwood Burton and Christabel Rose Burton of the third part Brookmans Park (Hatfield) Estate Limited of the fourth and the Company of the fifth part (being the Conveyance to the Company) so far as the same relate to the premises hereby transferred and are still subsisting and are capable of being enforced and to indemnify the Company and their successors in title in respect of any breach thereof.

2. Not to erect more than eighteen dwellinghouses on the premises hereby transferred.

3. The Purchaser shall forthwith erect and for ever hereafter maintain good and sufficient evergreen fences not less than four feet in height with close meshed wire and post or cleft chestnut or other approved fencing to be approved by the Architect for the time being to the said Brookmans Park (Hatfield) Estate Limited on and along the front and along the sides of the premises where marked "T" on the plan hereto."

NOTE: The title Number referred to is P41349. The same sides are marked T in the Deed referred to above.

3 The following are details of the covenants contained in the Transfer dated 2 April 1931 referred to in the Charges Register:-

"The Purchaser for himself and his assigns hereby covenants with the Vendor and his successors in title that he the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the said registered conditions and stipulations so far as they affect the land hereby transferred and are now subsisting and capable of taking effect and will indemnify the Vendor and his successors in title against any breach thereof and will also at all times hereafter observe and perform the stipulations set out in the Schedule hereto PROVIDED ALWAYS that he the Purchaser will not be liable for any breach of the said conditions and stipulations which shall occur after he shall have parted with all interest in the said property.

THE SCHEDULE

1. The Purchaser shall for ever hereafter maintain a good and sufficient evergreen fence not less than four feet in height with close meshed wire and post or cleft chestnut fencing on and along the front and the sides of the premises where a "T" is marked on the plan hereto annexed.

2. Not more than one private dwellinghouse shall be erected on the premises.

3. No washing or articles of clothing shall be hung or exposed upon the premises unless suitably screened from the public View.

4. The cost value of the house to be erected on the premises shall be £1000 at least."

NOTE: The northern southern and western sides are so marked T.

End of register

Title Number : HD137843

This title is dealt with by HM Land Registry, Leicester Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 2 DEC 2019 at 18:47:41 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: HD137843
Address of Property	: 77 Brookmans Avenue, Brookmans Park, Hatfield (AL9 7QG)
Price Stated	: £1,850,000
Registered Owner(s)	: SALIMA PRODROMOU of 77 Brookmans Avenue, Brookmans Park, Hatfield AL9 7QG and of salima.prodromou@virgin.net and of aarifk@hotmail.com.
Lender(s)	: None

Title number HD137843

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2 DEC 2019 at 18:47:41. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

HERTFORDSHIRE : WELWYN HATFIELD

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 77 Brookmans Avenue, Brookmans Park, Hatfield (AL9 7QG).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (23.08.2016) PROPRIETOR: SALIMA PRODROMOU of 77 Brookmans Avenue, Brookmans Park, Hatfield AL9 7QG and of salima.prodromou@virgin.net and of aarifk@hotmail.com.
- 2 (14.05.2013) The price stated to have been paid on 26 April 2013 was £1,850,000.
- 3 (23.08.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that that conveyancer is satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor.
- 4 (23.08.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of land adjoining the Great North Road dated 17 September 1928 made between (1) Frederick William Fane and Sydney Alexander Ponsonby (2) The Guardian Assurance Company Limited (3) John Joseph Calder Percy Collingwood Burton and Christabel Rose Burton (4) Brookmans Park (Hatfield) Estate Limited (the Company) and (5) British Broadcasting Corporation (the Purchaser) contains a proviso and covenant details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land shown on the plan annexed thereto dated 26 November 1929 made between (1) Brookmans Park (Hatfield) Estate Limited and (2) Brookmans Buildings Limited contains restrictive covenants.
NOTE: Original filed under P55039
- 3 A Transfer of the land tinted blue and tinted pink on the filed plan and other land dated 17 March 1932 made between (1) Brookmans Buildings Limited (Vendors) and (2) Christopher William Denham (Purchaser)

C: Charges Register continued

contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 By a Deed dated 6 April 1939 made between (1) John Joseph Calder and others (2) Brookmans Buildings Limited and (3) Christopher William Denham the covenants contained in the Conveyance dated 17 March 1932 referred to above were expressed to be released in the following terms:-

The Estate Owners and the Company hereby respectively release ALL THAT the restrictive covenant and stipulation contained in the hereinbefore recited Transfers and on the part of the Purchaser or the persons deriving title under him to be observed and performed so far only as may be necessary so as to permit the Purchaser or his assigns to erect a dwellinghouse on the plot of land shown on the accompanying plan and edged with red and comprised in Titles Numbered P145197 and P104285 and in accordance with the remainder of the stipulations affecting the said titles.

NOTE: The land tinted pink on the filed plan comprised part of the land edged red referred to.

- 5 A Transfer of the land tinted yellow on the filed plan and other land dated 30 October 1933 made between (1) Brookmans Buildings Limited (Vendors) and (2) William James Leeming (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 The land tinted blue and tinted yellow on the filed plan is subject to the following right reserved by a Transfer thereof dated 30 January 1981 by Pamela Turner and Eileen Cooper (Transferors) to Malcolm Stein and Sheila Mary Stein:-

"The Transferors reserve to themselves such rights of light and air for the benefit of the adjoining property retained by them as at present enjoyed in respect of such adjoining property as the same comprises the remainder of and is registered under Title Number P145197."

- 7 The land tinted pink on the filed plan is subject to the right reserved by a Transfer thereof dated 30 January 1981 by Pamela Turner and Eileen Cooper to Malcolm Stein and Sheila Mary Stein. The said right is identical to that reserved by the Transfer dated 30 January 1981 referred to above.

- 8 (07.03.2018) UNILATERAL NOTICE in respect of an option to purchase contained in and Agreement dated 9 February 2018 made between (1) Salima Prodromou and (2) Raeen Holdings Limited.

NOTE: Copy filed.

- 9 (07.03.2018) BENEFICIARY: Raeen Holdings Limited (Co. Regn. No. 10938769) of 24 Widecombe Way, London N2 0HL.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 September 1928 referred to in the Charges Register:-

"Provided nevertheless that in the exercise of any of the rights hereinbefore excepted out of this Conveyance to the Company the Company shall not themselves do and shall not authorise or permit others to do any act or thing which would disturb injure or interfere with the Broadcasting Stations or Broadcasting operations of the Purchaser and further that in the exercise of any of the rights hereinbefore excepted out of this conveyance to the Company the Company shall not be entitled to require the Purchaser or its assigns to do any act or thing which would or might disturb injure or interfere with any of the arrangements of the Purchaser relative to any part of its Broadcasting Stations or Broadcasting operations and further that the Company shall not at any time do or cause or permit or authorise to be done any act deed or thing calculated to disturb injure or interfere with the normal conduct and working of the Broadcasting Stations and operations ancillary thereto of the Purchaser.

Schedule of restrictive covenants continued

THE Company for itself its successors in title owners for the time being of the part of the said Brookmans Park Estate remaining unsold or otherwise undisposed of shall not on any part of such Estate use or authorise or permit the use of any machinery plant or apparatus involving the employment of high frequency or high voltage electricity or any process of manufacture calculated to cause interference with the normal working of the Purchasers Broadcasting Station and Works connected therewith the Company will at all times exert its utmost endeavours to prevent any existing tenants of the Company on the Brookmans Park Estate or any persons who have already purchased from the Company any part of the Brookmans Park Estate from being or becoming a nuisance or causing interference to the Purchaser from any of the causes hereinbefore referred to or any similar causes."

2 The following are details of the covenants contained in the Transfer dated 17 March 1932 referred to in the Charges Register:-

"The Purchaser hereby further covenants with the Vendors and their successors in title for the benefit of the remainder of the land belonging to the Vendors as set out below.

1. The Purchaser shall forthwith erect and forever hereafter maintain a good and sufficient evergreen fence not less than four feet in height with close meshed wire and post or cleft chestnut or other approved fencing on and along the front and the side of the premises where a "T" is marked on the plan hereto annexed.

2. There shall not be erected not more than one private dwellinghouse on the premises hereby transferred.

3. The cost value of the house to be erected on the premises shall be one thousand one hundred pounds at least.

PROVIDED ALWAYS that the covenant on the part of the Purchaser hereinbefore contained shall not impose any personal liability on the Purchaser for any breach of the said covenants stipulations and conditions after he shall have parted with all interest in the property hereby transferred.

NOTE: The North South and West sides of the land are marked T.

3 The following are details of the covenants contained in the Transfer dated 30 October 1933 referred to in the Charges Register:-

"The Purchaser hereby further covenants with the Vendors and their successors in title for the benefit of the remainder of the land belonging to the Vendors as set out below but not so as to render himself personally liable in damages for any breach occurring after he shall have parted with all interest in the said land transferred.

1. THE Purchaser shall forthwith erect and forever hereafter maintain a good and sufficient evergreen fence not less than four feet in height with close meshed wire and post or cleft chestnut or other approved fencing on and along the front and the side of the premises where a "T" is marked on the plan hereto annexed.

2. THERE shall not be erected more than one private dwellinghouse on the premises hereby transferred.

3. THE cost value of the house to be erected on the premises shall be £1000 at least."

NOTE: The Western and Southern Northern boundaries are marked T.

End of register