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THIS AGREEMENT dated the 30th day of October 1990 is made between WELWYN HATFIELD DISTRICT COUNCIL of the Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE (hereinafter called "the Council") of the first part JOSE ANTONIO GARCIA and ANN ELIZABETH GARCIA both of 19 The Spinney Welwyn Garden City aforesaid (hereinafter called "the Owner") of the second part and LLOYDS BANK LIMITED of 68 High Street Hoddesdon Hertfordshire (hereinafter called "the Mortgagee") of the third part

WHEREAS

(a) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended (hereinafter called "the Act") for the area within which the land described in the Schedule hereto (hereinafter called "the Land") is situated and it is agreed between the parties hereto that reference to any statute or statutory instrument herein shall include any statute or statutory instrument amending consolidating or replacing them respectively and for the time being in force

(b) The Owner is the owner in fee simple in possession of the Land the Title to which is Registered at H.M.Land Registry under Title number HD 193599 subject only to a Legal Charge in favour of the Mortgagee and warrants that it is in all respects capable of entering into this Deed

(c) The Owner has by a written application number S6/0188/90/FP applied to the Council for permission for the erection of a single storey extension incorporating a two bedroomed residential annexe to the existing retirement home on the Land or on some part thereof at 4 Wilkins Green Lane Hatfield Hertfordshire (hereinafter called "the Development") in accordance with the plans specifications and particulars deposited with the Council and annexed hereto

(d) The Mortgagee hereby consents to the Owner's execution of these presents

(e) The Council is satisfied that the Development is such as may be approved and is minded to grant consent to the Owner for the Development as described in application number S6/0188/90/FP in the form of draft permission annexed hereto (hereinafter called "the Planning Permission") and the Owner has to enter into the covenants hereinafter appearing conditional upon the grant of the Planning Permission

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement and the covenants contained herein are made under and pursuant to Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

2. In pursuance of recital (d) hereinbefore contained the Mortgagee has affixed its seal to this Deed as evidence of its consent to the intent that its interests shall be bound by the terms of this Deed as if this Deed had been executed and registered as a Local Land Charge prior to its interests being created

3. The Owner with the consent of the Mortgagee hereby jointly and severally covenants with the Council as follows:-

- (i) To carry out the said works and development permitted by the said Planning Permission in strict conformity with the said plans specifications and particulars and to use the Land in accordance with this Agreement and not otherwise
- (ii) Notwithstanding the provisions of the Town and Country Planning (General Development) Order 1988 the Owner shall not place on the Land any further erections structures buildings and apparatus whatsoever whether of a temporary or permanent nature without first having submitted a planning application to the Council and having obtained the Council's written approval arising from such application

(iii) That at all times hereafter the use and occupation of the said residential annexe shall be as ancillary to the use of the existing retirement home as such and the said residential annexe shall not under any circumstances be occupied as a separate residential dwelling

(iv) To pay the Council's costs of £200.00


4. The expressions "the Council" and "the Owner" and "the Mortgagee" shall include where appropriate their respective successors in title and assigns and this Agreement shall be deemed to remain in full force and effect on any extension or renewal of the Planning Permission in respect of the Development which the Council will agree so to grant if the Development has for any reason not been commenced within 5 years from the date hereof

IN WITNESS whereof the Owner has set their hands and seals and the Council and the Mortgagee have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE

ALL THAT Land together with the building thereon known as 4 Wilkins Green Lane Hatfield Hertfordshire as the same is Registered at H.M.Land Registry with the Title Absolute under Title No. HD 193599 and shown for the purposes of identification only edged red on the plan annexed hereto

THE COMMON SEAL of WELWYN)
HATFIELD DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:-)


Chairman of the Council


Authorized Officer



SIGNED SEALED and)
DELIVERED by the said JOSE)
ANTONIO GARCIA and ANN)
ELIZABETH GARCIA in the)
presence of:-)



~~U THE COMMON SEAL of LLOYDS)~~
~~4 BANK PLC was hereunto)~~
~~1 affixed in the presence of:-)~~



Signed, Sealed and Delivered by



PHILIP JOHN BIBBY
Manager, Area Director's Office
As Attorney of LLOYDS BANK PLC
in the presence of



Cromwell House
142 High Street
Stevenage
Herts, SG1 3HN

DATED

1990

WELWYN HATFIELD DISTRICT COUNCIL

and

MR AND MRS J.A.GARCIA

and

LLOYDS BANK PLC

AGREEMENT UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990

relating to 4 Wilkins Green Lane
Hatfield Herts

W.J.Anderson
Solicitor to the Council
Council Offices
The Campus
Welwyn Garden City
Herts
AL8 6AE