

THIS AGREEMENT is made the 27TH day of JUNE One thousand nine hundred and ninety six BETWEEN WELWYN HATFIELD DISTRICT COUNCIL of Council Offices The Campus Welwyn Garden City Hertfordshire ("the Council") of the first part AMERIGO BRUSINI and ROSSELLA BRUSINI both of 1A Wilkins Green Lane Smallford St Albans Hertfordshire AL4 0JS ("the Owners") of the second part and ALAN CHARLTON and LESLEY JOAN CHARLTON both of 27 Rope Street Swedish Quay London SE16 1TE ("the Applicants") of the third part

1. **Definitions and interpretation**

- 1.1 "the Council" Welwyn Hatfield District Council of Council Offices The Campus Welwyn Garden City Hertfordshire
- 1.2.1 "the Owners" Amerigo Brusini and Rossella Brusini both of 1A Wilkins Green Lane Smallford St Albans Hertfordshire AL4 0JS
- 1.2.2 "the Applicants" Alan Charlton and Lesley Joan Charlton both of 27 Rope Street Swedish Quay London SE16 1TE
- 1.3.1 "the Land" All that freehold piece or parcel of land situate at 11 Wilkins Green Lane Hatfield Hertfordshire as the same is more particularly shown by way of identification only edged red on the plan annexed hereto marked "A" which land includes land delineated in green on the said plan being land the subject to the Planning Application
- 1.3.2 "Torilla" The residential dwellinghouse situated on the Land and known as "Torilla" (being a Grade II* Listed Building) marked "Torilla" on the plan annexed hereto marked "A"
- 1.3.3 "Bungalow" The separate bungalow residential dwellinghouse situated to the north of and within the curtilage of Torilla marked "Bungalow" on the plan annexed hereto marked "A"

- 1.3.4 "New Dwellinghouse" A two storey single dwellinghouse on the Land adjacent to the north west of Torilla in the approximate position marked "New Dwellinghouse" on the plan annexed hereto marked "A"
- 1.4 "the Development" Erection of a two storey single dwellinghouse on the Land adjacent and to the north west of Torilla in the approximate position marked "New Dwellinghouse" on the plan annexed hereto marked "A"
- 1.5 "the Planning Application" A planning application under reference S6/0667/95/OP for outline planning permission to carry out the Development together with plans specifications and particulars deposited with the Council (copies of the plans are annexed hereto marked "A" and "A1" with the land the subject of the planning application delineated in green thereon)
- 1.6 "the Planning Permission" An outline planning permission for the Development the subject of the Planning Application in the form of the draft annexed marked "B"
- 1.7 "the Act" The Town and Country Planning Act 1990
- 1.8 "the Local Planning Authority" The Council is the Local Planning Authority for the purposes of the Act
- 1.9 "Implementation" In respect of the Development means the carrying out of a material operation as defined in Section 56(4) of the Act provided that for the purpose of determining whether or not such a material operation has been carried out there shall be disregarded works of demolition and/or site clearance and the term "Implement" shall be construed accordingly
- 1.10 The expressions "the Council" "the Owners" and "the Applicants" shall include where appropriate their respective successors in title and assigns
- 1.11 Unless otherwise provided (including Clause 3.6 below) all the parties to this Agreement hereby agree and confirm that the covenants and terms of this Agreement shall be deemed to remain in full force and effect on any extension or

renewal variation or amendment of the Planning Permission which the Council may grant if the Owners and/or the Applicants have not for any reason commenced the Development within five years from the date hereof

1.12 References in this Agreement to any statutes or statutory instruments shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time being in force

2. **Recitals**

WHEREAS:-

2.1 The Council is the Local Planning Authority for the area in which the Land is situated

2.2 The Owners are proprietors of the Land with freehold title absolute registered at H.M. Land Registry under Title Number HD 207147

2.3 Torilla is listed by The Department of National Heritage as a Grade II* Listed Building of special architectural and historical interest but the building is currently in need of extensive repair and refurbishment works

2.4 (a) The Owners have agreed with the Applicants to sell to the Applicants the freehold of part of the Land including Torilla and the Bungalow and surrounding curtilage land and the Applicants have agreed with the Owners to:-

(i) submit the Planning Application to the Council for planning permission to carry out the Development on the Land

(ii) repair and refurbish Torilla in accordance with the Schedule of Works a copy of which is annexed marked "C"

(iii) not to use the Bungalow on the Land as a separate dwelling and only to use the Bungalow as ancillary accommodation in conjunction with the normal use of Torilla as a residential dwellinghouse

(b) The Owners propose to retain the freehold ownership of that part of the Land upon which the New Dwellinghouse is to be constructed and also propose to occupy that New Dwellinghouse as their own residential dwellinghouse

2.5 The Local Planning Authority have agreed with the Owners and the Applicants that the Development is such as may be approved by it under the Act and has agreed to

grant Planning Permission in respect of the Planning Application subject to the Owners and the Applicants entering into this Agreement including all the terms conditions stipulations and covenants contained in this Agreement

NOW THIS DEED WITNESSETH as follows:-

3. The parties **HEREBY AGREE**:-
 - 3.1 The obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of sub-section (1) thereof to the intent that the covenants herein shall be binding upon the Owners and the Applicants (subject to Clause 3.5 below) and their successors in title and shall be registered as a Local Land Charge by the Council.
 - 3.2 Insofar as the obligations contained herein are not planning obligations within Section 106 of the Act the covenants are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge by the Council
 - 3.3 The Council is for the purpose of the said Section 106 of the Act the Local Planning Authority empowered to enforce the planning obligations contained in this Agreement
 - 3.4 Any expense incurred or to be incurred by the Council to which the Owners are or may become liable under this Agreement may be recoverable by the Council as provided by Section 291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the Land and on all estates and interests therein
 - 3.5 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after that person shall have parted with its freehold interest in the part of the Land in respect of which the breach occurs but without prejudice to liability for any antecedent breach prior to parting with such interest
 - 3.6 This Agreement shall terminate and cease to have effect if the Planning Permission expires before the Development is commenced by its Implementation by the person or persons entitled to Implement or at any time it is quashed or revoked or (without the consent of the person or persons entitled to Implement) modified

4. **The Owners' and the Applicants' covenants**

The Owners and the Applicants HEREBY COVENANT respectively in the manner hereinafter appearing in favour of the Council in the event of the Planning Permission being Implemented but not otherwise save that the covenant contained in Clause 4.5 of this Agreement shall have full force and effect from the date hereof as follows:-

4.1 The Owners jointly and severally covenant not to commence nor permit the construction of the New Dwellinghouse nor Implement the Development permitted by the Planning Application until all repair and refurbishment works to Torilla are completed:-

- (i) in accordance with the Schedule of Works issued by the Chief Planning Officer of the Council a copy of which is annexed marked "C" and
- (ii) to the reasonable satisfaction of the Chief Planning Officer of the Council or his duly authorised agent (such approval not to be unreasonably withheld or delayed)

4.2 The Applicants jointly and severally covenant to undertake all repair and refurbishment works to Torilla:-

- (i) in accordance with the Schedule of Works issued by the Chief Planning Officer of the Council a copy of which is annexed marked "C" and
- (ii) to the reasonable satisfaction of the Chief Planning Officer of the Council or his duly authorised agent (such approval not to be unreasonably withheld or delayed)

4.3 The Owners jointly and severally covenant that in the event of the development of the New Dwellinghouse being Implemented but not otherwise:-

- (i) not to use the Bungalow as an independent dwellinghouse and
- (ii) that the Bungalow should subsequently only be used as ancillary accommodation in conjunction with the normal residential use of Torilla as a dwellinghouse and for no other purpose

4.4 The covenants contained in Clause 4.3 of this Agreement shall only be enforceable against the Owners of the Land during the period they retain a legal interest in that part of the Land wherein Torilla and the Bungalow and surrounding curtilage land

are situated and thereafter shall only be enforceable against the person or persons holding a legal interest in the said part of the Land

4.5 That on the date hereof the Owners and the Applicants will pay the whole of the reasonable and proper costs incurred by the Council in the preparation of this Agreement

5. **The Council's covenant**

The Council hereby acknowledges receipt of an executed copy of this Agreement

IN WITNESS whereof the Council the Owners and the Applicants have executed this Agreement as a Deed the day and year first before written

Schedules "A" "A1" "B" and "C" annexed

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



Vice Chairman of the Council
[Redacted]
Sole Agent to the Council
(being its authorised officer)

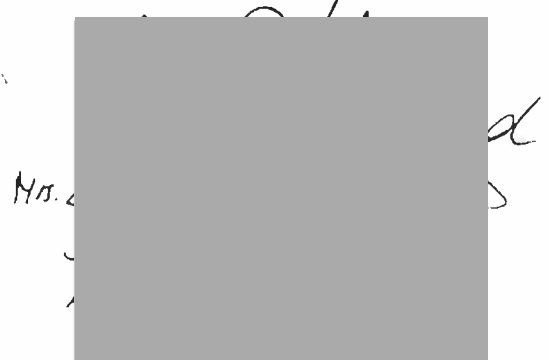
SIGNED as a Deed and delivered by
the said AMERIGO BRUSINI in the
presence of:-)
)
)



SIGNED as a Deed and delivered by
the said ROSSELLA BRUSINI in the
presence of:-)
)
)



SIGNED as a Deed and delivered by
the said ALAN CHARLTON in the
presence of:-)
)
)



SIGNED as a Deed and delivered by
the said LESLEY JOAN CHARLTON
in the presence of:-)
)
)



DATED

27th JUNE

1996

Agreement under Section 106 of the
Town and Country Planning Act 1990
in respect of land at "Torilla"
11 Wilkins Green Lane
Hatfield
Hertfordshire

PARTIES:

- WELWYN HATFIELD DISTRICT COUNCIL (1)
- AMERIGO BRUSINI and ROSSELLA BRUSINI (2)
- ALAN CHARLTON and LESLEY JOAN CHARLTON (3)

Lawrence Graham
190 Strand
London
WC2R 1JN

0171-379 0000

ETL 297551-C
31.5.96
ETL

B



WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 01707)

DECISION NOTICE
Ref N° S6/0667/95/OP

TOWN AND COUNTRY PLANNING ACT 1990

site for erection of single dwelling house
at: Land adjacent to Torilla, Wilkins Green Lane, Hatfield

To: John Winter & Associates, 80 Lamble Street, London NW5
4AB

For: Mr & Mrs A Charlton, 27 Rope Street, Surrey Quays,
London SE16 1TE

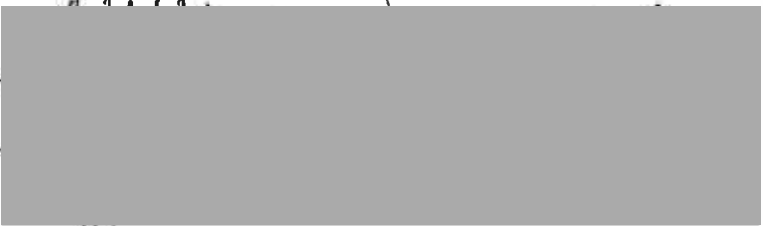
In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby PERMIT in accordance with the provisions of Article 7(1) of the Town and Country Planning General Development Order 1988, the development proposed by you in your outline application received with sufficient particulars on 11th September 1995 and shown on the plans accompanying such application, subject to the following conditions:-

1. The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, layout design and external appearance of the building(s) and the means of access thereto and the landscaping of the site which shall have been approved by the Local Planning Authority, or in default of agreement by the Secretary of State for the Environment, before any development is commenced.

REASON

To comply with the provisions of Regulation 3 (1) of the Town and Country Planning (General Development Procedure) Order 1995

2. a) Application for approval in respect of all matters reserved in Condition 1 above shall be made to the Local Planning Authority within a period of 3 years commencing on the date of this notice.
- b) The development to which this permission relates shall be begun by not later than whichever is the later of the following dates:-





WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 01707)

DECISION NOTICE	
Ref N°	S6/0667/95/OP

continued

- i) the expiration of a period of 5 years commencing on the date of this notice.
- ii) the expiration of a period of 2 years, commencing on the date upon which final approval is given by the Local Planning Authority or by the Secretary of State, or in the case of approval given on different dates, the final approval of the last such matter to be approved by the Local Planning Authority or by the Secretary of State.

REASON

To comply with the requirements of Section 92 of the Town and Country Planning Act 1990.

3. The development shall only be carried out in accordance with a landscaping scheme which shall be submitted to the Local Planning Authority as part of the reserved matters referred to in Condition 1 above and the scheme shall be approved in writing by the Local Planning Authority before the development commences. The scheme shall show:-

- (1) which existing trees, shrubs and hedges are to be retained or removed.
- (2) which new planting is proposed, together with details of species, size and method of planting.
- (3) what measures are to be taken to protect both new and existing landscaping during and after development.

The scheme approved shall be implemented and completed in all respects by not later than the planting season following completion of the development, and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.





WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 01707)

B

DECISION NOTICE
Ref N° S6/0667/95/OP

continued

REASON

To enhance the visual appearance of the development.

- 4. Before any construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

- 5. Both existing and proposed levels of the ground shall be shown on detailed plans and sections, which include finished floor levels of all buildings on the site. The plans shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development, which shall only be carried out in accordance with the approved plans.

REASON

To ensure that the development is carried out at suitable levels, and to ensure a satisfactory relationship between features and buildings both on and off the site.

- 6. Prior to the commencement of the construction of the new vehicular access, detailed drawings showing dimensions, ground levels, materials to be used and means of construction of the access and driveway shall be submitted to and approved by the Local Planning Authority in writing and the access and driveway shall be constructed in accordance with the details so approved.

REASON



B



WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 01707)

DECISION NOTICE
Ref N° S6/0667/95/OP

continued

In the interests of highway safety and to avoid damage to mature trees within the site.

- 7. This permission shall relate only to the construction of a dwelling of no more than two storeys in height and having a gross external floorspace of no more than 287 square metres.

REASON

Permission has been granted on this Green Belt site only due to the particular circumstances relating to the adjoining Listed Building, and it is therefore necessary to keep the size of the development and thereby the loss of openness in the Green Belt, to the minimum required.

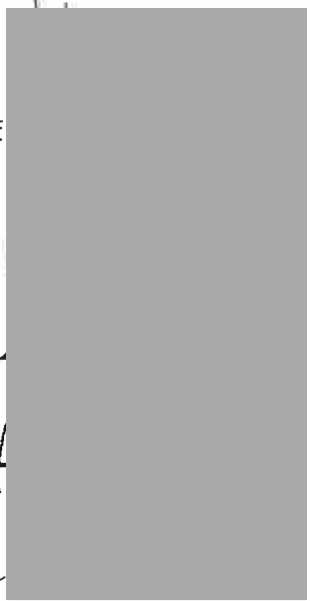
- 8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, no development falling within Class E of Part 1, of Schedule 2 to that Order shall take place without the prior written consent of the Local Planning Authority.

REASON

To allow the Local Planning Authority to control the visual impact of any outbuildings on the setting of the Listed Building and the visual amenities of the Green Belt.

Date:

Signed:
Chief Planning Officer



NOTE

If the applicant wishes to have an explanation of the reasons for this decision it will be given on request and a copy arranged if necessary.

PERMIT SUBJECT TO CONDITIONS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with section 78(1) of the Town and Country Planning Act 1990, within six months of receipt of this notice. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

If permission to develop land is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the District Council in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Part IV of the Town and Country Planning Act 1990.

BUILDING CONSENT SUBJECT TO CONDITIONS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent subject to conditions, he may, by notice served within six months of receipt of this notice, appeal to the Secretary of State for the Environment in accordance with section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990. The Secretary of State has power to allow a longer period for the giving of a notice of appeal and he will exercise his power in cases where he is satisfied that the applicant has deferred the giving of notice because negotiations with the Local Planning Authority in regard to the proposed works are in progress.

If listed Building Consent is granted subject to conditions whether by the Local Planning Authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any works which have been or would be permitted, he may serve on the District Council, in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

Paragraph 4 above applies.

ADVERTISEMENTS

Advertisements may continue to be displayed after the expiry of the permitted period, subject to the power of the Local Planning Authority to serve notice under Regulation 8 of the Town and Country Planning (Control of Advertisements) Regulations 1989.

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent subject to conditions he may by notice served within one month of receipt of this notice, appeal to the Secretary of State for the Environment in accordance with Regulation 15 of the Town and Country Planning (Control of Advertisements) Regulations 1989. The Secretary of State is not, having regard to the provisions of those Regulations, required to entertain such an appeal if it appears to him that consent for the display of advertisements could not have been granted by the Local Planning Authority otherwise than subject to the conditions imposed by them. The Secretary of State, however, has power to allow a longer period for the giving of a notice of appeal.

In certain circumstances a claim may be made against the Local Planning Authority for compensation where as a result of refusal of consent or its grant subject to conditions it is necessary for works of removal to be carried out. The circumstances in which such compensation is payable are set out in section 223 of the Town and Country Planning Act 1990.

In accordance with schedule 1(4) of the Town and Country Planning (Control of Advertisements) Regulations 1989, before any advertisement is displayed the permission of the owner of the land or building on which the advertisement is to be displayed must be obtained.

Applications must be made on a form which is obtainable from the Secretary of State for the Environment, Tollgate House, 100, London Street, Bristol BS2 9DJ (Telephone 0272-218811)



14th August 1995

"Torilla"

Schedule 1

WORK REQUIRED TO PUT THE HISTORIC FABRIC INTO GOOD ORDER.

1. Exterior concrete:-
 - i) Remove old render, grit blast where necessary.
 - ii) Cut out concrete around exposed steel. Grit blast steel.
 - iii) Coat exposed steel two coats Sika Armatec 108, then put bonding coat Sikatop 121.
 - iv) Repair to old alignment with Sikatop 122 HP.
 - v) Apply pore filler.
 - vi) Two coats Sikagard 680 S.

2. Interior concrete:-

Strip ceiling to first floor and approx 10% walls.
ii, iii, iv as above.
Put Thermalboard lining to exposed walls and ceilings. £30,000

3. Strip off old asphalt and renew. Put pre-screeded Roofmate insulation on top of asphalt and treat any exposed asphalt with solar reflective paint. £12,000

4. Remove copings. Put flashing across top of wall with angle drip externally. Flashing to dress over asphalt on back of parapets. Put new copings flush with wall face. £ 3,500

5. To approx 30% windows, take out, clean, galvanise and double glaze. Refix.)
6. Replace approx 70% windows with new double glazed windows, aluminium where sliding, steel elsewhere) £14,000

7. Renew hood moulds to all windows. £ 1,500

8. Replace seriously rusted R.W.Ps with new cast iron to match. £ 500

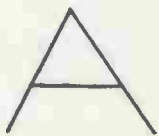
9. Prepare and paint all exterior paintwork not already included. £ 2,000

14th August 1995

"Torilla"

Schedule 1

10.	Renew blinds to study and living room, including renewing recessed blind boxes.	£ 2,500
11.	Re-construct tank housing on roof.	£ 500
		<hr/>
		£66,500
	Preliminaries	£ 6,600
	Contingencies	£ 7,000
		<hr/>
		£80,100
	Fees	£10,000
		<hr/>
		£90,100
	Say 40% subject to VAT	£ 6,300
		<hr/>
	Total.....	£96,400



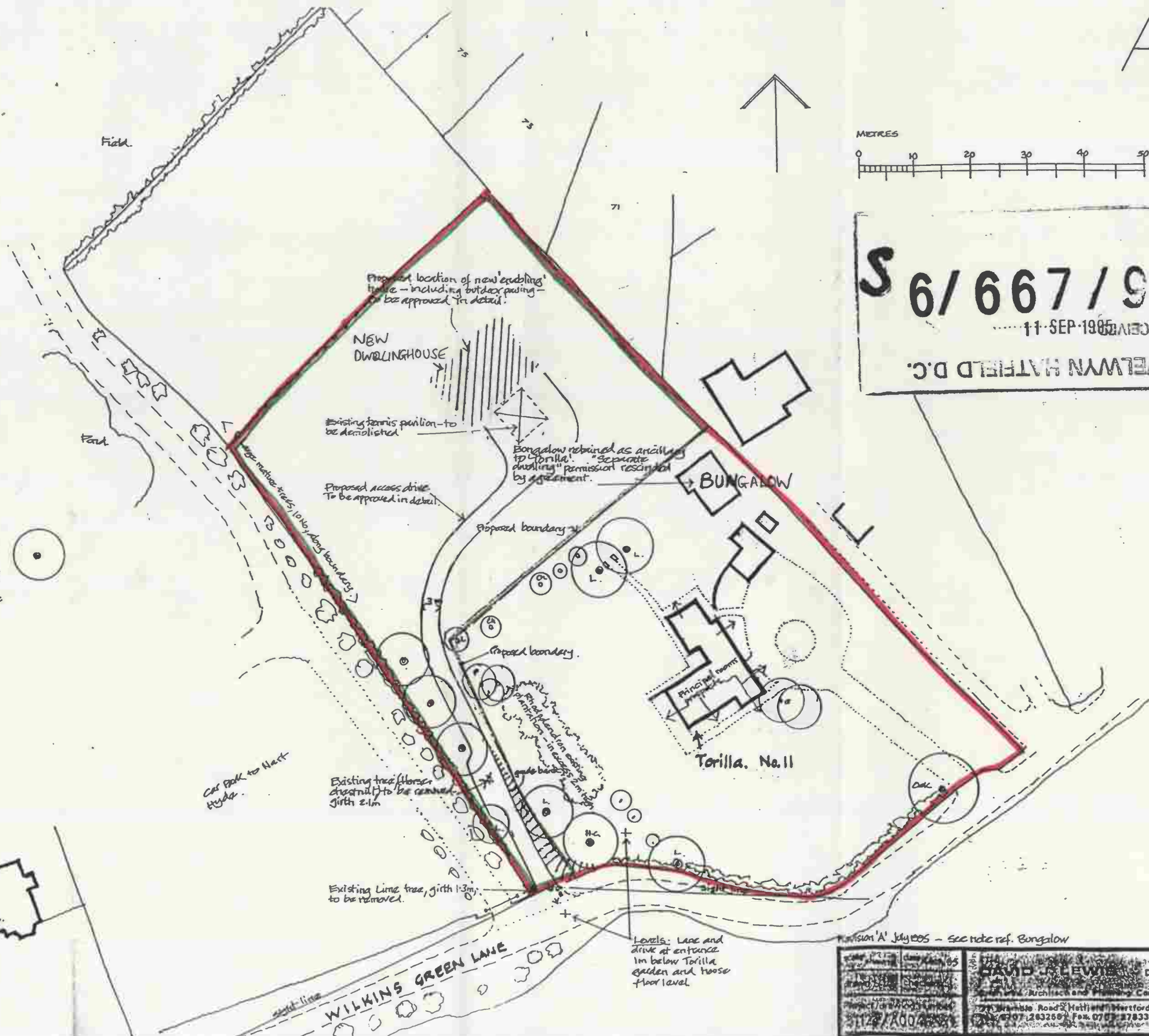
METRES



S 6/667/99
 RECEIVED 11 SEP 1998
 WELWYN HATFIELD D.C.

LEGEND:

Existing trees located by site survey - indicated thus
 Identified species comprise Lime, Horse Chestnut, Poplar and Cherry.
 Trees proposed to be removed are noted.



Levels: Lane and drive at entrance 1m below Torilla garden and house floor level

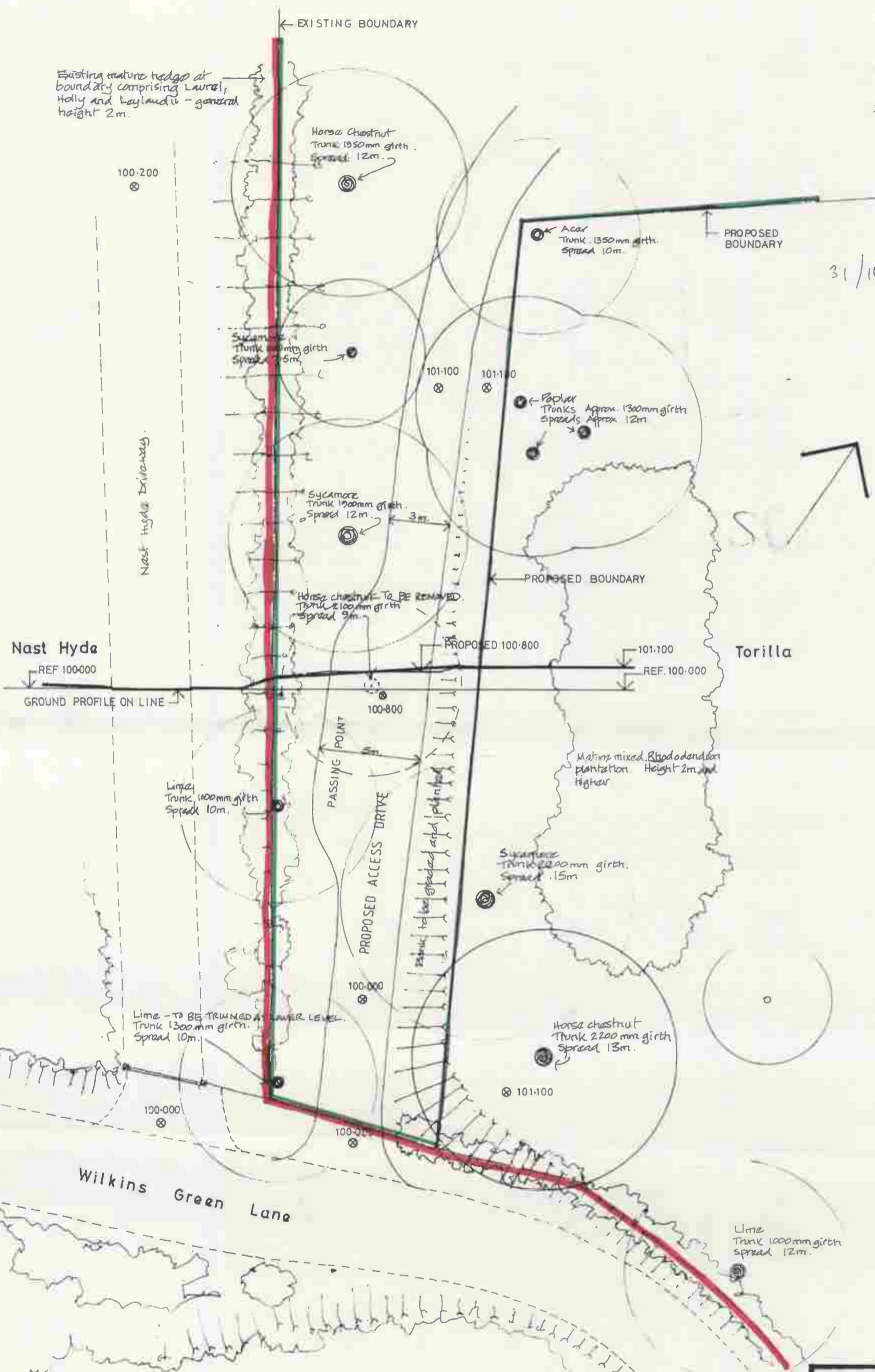
Revision 'A' July 1995 - see note ref. Bungalow

Scale: 1:500	Date: 1995	Author: DAVID LEWIS	Dip Archt. ARIBA
Project: [illegible]	Client: [illegible]	Architect and Planning Consultant	
27 Bramble Road, Hatfield, Hertfordshire AL10 9RT		Tel: 07 243255 Fax: 07 278334	

Notes

1. This drawing to be read with drawing 112/A004A
2. Location of trees determined by site measurement. Sizes are approximate.
3. Levels for the most part existing - are approximate derived from observation and limited measurements.

31/10/95



"TORILLA" 11 WILKINS GREEN LANE, HATFIELD.
 Proposed dwelling (Applic.ref. S6/0667/95/OP):
 Tree survey and proposed access driveway.

DAVID J. LEWIS DipArch ARIBA			
Chartered Architect and Planning Consultant			
71 Brunton Road Hatfield Hertfordshire AL10 9RZ			
Tel. 0707 263258 Fax. 0707 278334			
scale 1:200	date Oct.1995	status	
drawn	checked	date	
Project/drawing number		A 0 0 5	
112			