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THIS AGREEMENT is made the *twelfth* day of *November* 1998
B E T W E E N "the Council" of the first part and "the Owner" of the second
part

Definitions and Interpretations

1. In this Deed unless the context otherwise requires the following expressions shall have the following meanings attributed to them:-
 - 1.1 the Council Welwyn Hatfield District Council of Council Offices
The Campus Welwyn Garden City Hertfordshire AL8 6AE
 - 1.2 the Owner Dermot Samuel Johnstone Figgis of The Limes High Road
Essendon Hertfordshire AL9 6HS
 - 1.3 the Land All that freehold piece or parcel of land situate on
the western side of High Road Essendon as the same is
more particularly described in:-
 - (a) a Conveyance dated 15th May 1967 and made between
Richard Edward Simpson Brimelow (1) and the Owner (2)
and
 - (b) a Conveyance dated 20th August 1980 and made
between Mary Wood Lewis Baroness Essendon (1) and the
Owner (2)
 - 1.4 the Drawings The drawings prepared by Peter Newson Associates and
numbered 148/S01, 148/S10, 148/14B, 148/P10A, 148/
P11A, 148/P12A, 148/13A and 148/S12 annexed hereto
 - 1.5 the Development The demolition of the existing garage and studio and
the replacement thereof with a new garage and studio,
the construction of a two storey extension and
alterations to the existing dwelling in all respects
in accordance with the Drawings.
 - 1.6 the Planning Application A planning application under reference S6/1041/97/FP
for planning permission to carry out the Development
together with plans specifications and particulars
deposited with the Council
 - 1.7 the Planning Permission A planning permission for the Development in the form
of the draft annexed
 - 1.8 the Act The Town and Country Planning Act 1990
 - 1.9 The expressions "the Council" and "the Owner" shall include where
appropriate their respective successors in title and assigns
 - 1.10 (a) Reference to Clauses Sub-clauses and Schedules refer to clauses
sub-clauses and schedules of this Deed

(b) In this Deed the singular shall include the plural and the masculine shall include the feminine and vice versa where the context so admits

(c) The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

- 1.11 Unless otherwise provided 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 variation modification or amendment of the Planning Permission which the Council may grant
- 1.12 References in this Agreement to any statutes or statutory instrument shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time being in force

Recitals

2. WHEREAS:-

- 2.1 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations restrictions stipulations conditions and covenants are enforceable
- 2.2 The Owner is proprietor of the Land
- 2.3 The Owner has by the Planning Application applied to the Council for planning permission to carry out the Development on the Land
- 2.4 The Council is satisfied that the Development is such as may be approved by it under the Act and has agreed to grant the Planning Permission subject to the Owner entering into this Agreement including all the obligations restrictions stipulations conditions and covenants contained herein and subject to the covenant by the Chargee hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

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 all obligations restrictions stipulations conditions and covenants herein shall be binding upon the Owner and its successors in title and shall be registered as a local Land charge by the Council under the provisions of the Local Land Charges Act 1975
- 3.2 Insofar as the obligations restrictions stipulations conditions and covenants 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 Sections 38 & 278 of the Highways Act and all other enabling powers and this Agreement shall be registered as a local land charge by the Council under the provisions of the Local Land Charges Act 1975

WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden (01707) 357000

DECISION NOTICE

Ref N°

S6/1041/97/FP

TOWN AND COUNTRY PLANNING ACT 1990

Demolition of existing garage and studio and replacement with new garage and studio, two storey extension and alterations to existing dwelling

at: The Limes, High Road, Essendon, Hatfield

To:

Peter Newson Associates,
The Old Reading Room, 32 High Road, Essendon, Hatfield,
Herts AL9 6HW

For:

Mr & Mrs D Figgis,
The Limes, High Road, Essendon, Hatfield, Herts

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 the development proposed by you in your application received with sufficient particulars on 17th December 1997 and shown on the plan(s) accompanying such application, subject to the following conditions:

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

REASON

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. Notwithstanding the provisions of the 1987 Town and Country (Use Classes) Order, the triple garage hereby approved shall be used only for the storage of private motor vehicles and ancillary residential storage and shall not be converted or adapted to any other use or purpose.

REASON

To ensure that sufficient off-road car parking is provided to serve the existing residential property.

3. Details of any external lighting on the proposed garage shall be submitted for the approval of the Local Planning Authority before the garage is first occupied.

REASON



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S6/1041/97/FP

continued

To safeguard the amenity of nearby residents.

4. The garage building hereby approved shall be a maximum of 5.5 metres in height from adjoining ground level to the ridge and a maximum of 6.3 metres deep.

REASON

To comply with the dimensions specified on approved drawing No. 148/14B.

Date :

Signed:
Chief Planning Officer

DRAFT

- 3.3 Any expense incurred or to be incurred by the Council to which the Owner is 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 and the Council reserves its right to pursue recovery of any monies due under this Agreement by civil action
- 3.4 None of this Deed other than this clause and any other provision hereof required to give effect to this clause and 4.1 below shall take effect unless or until both of the following shall have been satisfied:-
- (a) the Planning Permission shall have been granted
- (b) the Development shall have been commenced by or on behalf of the Owner by the carrying out on the Land of any material operation by or on behalf of the Owner and for the purposes of this Deed the term "material operation" shall have the meaning set out in sub-section 56(4) (a) (b) (c) and (d) inclusive of the Act PROVIDED that any works of demolition site inspection testing sampling site surveys site clearance or levelling fencing archaeological excavations or surveys shall not be deemed to constitute commencement of the Development
- 3.5 No person shall be liable for any breach of the obligations contained in this Agreement in respect of any period during which that person no longer has an interest in the Land or part thereof in respect of which that breach occurs but without prejudice to liability for any subsisting breach
- 3.6 Nothing in this Agreement shall oblige the Owner to implement the Planning Permission

Owners Covenants

4. The Owner HEREBY COVENANTS in favour of the Council as follows:-
- 4.1 At all times hereafter to use the replacement garage and studio referred to in definition 1.5 hereof for domestic residential use ancillary to the domestic residential use of the main dwellinghouse erected on the land and for the avoidance of doubt and to secure the continuing domestic residential use of the said replacement garage and studio the same shall not at any time hereafter be sold or demised or licensed or in any way severed from the main dwelling house on the land and the land shall continue hereafter to be used as a single residential unit
- 4.2 Not to make any claim for compensation against the Council in consequence whether directly or indirectly of the Owners covenant contained in the foregoing sub-clause 4.1
- 4.3 That on the date hereof the Owner will pay the whole of the reasonable costs incurred by the Council in the preparation of this Agreement

Council's Covenants

5. The Council hereby covenants with the Owner to grant the Planning Permission

Termination

6. In the event that the Planning Permission is quashed, revoked or otherwise withdrawn or ceases to have effect by operation of law or expires before it has been implemented then:-

6.1 The Agreement shall cease to have any effect and

6.2 The Council undertakes at the Owner's expense to effect forthwith the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

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

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

[Redacted]
Chairman of the Council

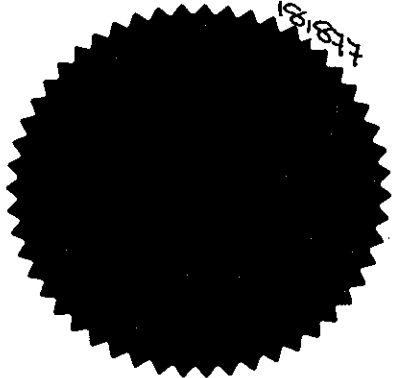
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Solicitor to the Council
(being its authorised officer):-

SIGNED AND DELIVERED as)
a Deed by the said DERMOT)
SAMUEL JOHNSTONE FIGGIS in the)
presence of:-)

[Redacted]

[Redacted]



Date 10th November 1998

WELWYN HATFIELD DISTRICT COUNCIL

and

MR D.S.J. FIGGIS

AGREEMENT

under Section 106 of the Town and
Country Planning Act 1990 relating to
development at The Limes High Road
Essendon Hertfordshire

M J Davies
Solicitor to the Council
Welwyn Hatfield District Council
Council Offices
The Campus
Welwyn Garden City
Herts.
AL8 6AE