

DATED 14th MAY 2008

P.J.
/

PLANNING
DEPARTMENT

30 MAY 2008

SIMON DAVID CADISCH (1)

and

WELWYN HATFIELD BOROUGH COUNCIL (2)

UNILATERAL UNDERTAKING

Smith Braithwaite
23 Heddon Street
London
W1B 4BQ

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(JPB/aj/31-13-2)

THIS UNILATERAL UNDERTAKING is given this 14th day of MAY
2008 by:

- (1) **Simon David Cadisch** of The Vines High Road Essendon Hertfordshire AL9 6HS ("the Owner" which expression shall include the Owner's successors in title) in favour of
- (2) **Welwyn Hatfield Borough Council** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE ("the Council")

WHEREAS

- (1) The Council is the Local Planning Authority under the 1990 Act (as hereinafter defined) for the area within which the Property (as hereinafter defined) is situate
- (2) The Owner has made Planning Applications to the Council Ref. S6/2008/0035/FP and S6/2008/0045/LB ("the Applications") for permission under the Act for the Development (as hereinafter defined)
- (3) The Owner is the owner of the Property which is registered under Title Nos. HD136300 and HD138928 ("the Title Numbers")

NOW THIS DEED WITNESSES

1. In this Unilateral Undertaking unless the context otherwise requires
 - 1.1 Words denoting any one gender only include any other genders and may be used interchangeably and words denoting natural persons include firms companies and corporations and vice versa
 - 1.2 The singular includes the plural and vice versa
 - 1.3 Any reference to a statute (whether or not specifically named) shall include any statute amending consolidating or replacing the same and for the time being in force and a reference to a statute includes all statutory instruments orders plans regulations bylaws permissions and directions for the time being made issued or given or deriving validity

pursuant to the same and any amendments thereto or replacements thereof

1.4 Reference to a clause or sub-clause or schedule or paragraph or sub-paragraph is to a clause or sub-clause or schedule or paragraph or sub-paragraph in this Unilateral Undertaking and any headings appearing in this Unilateral Undertaking are for reference only and shall not affect the construction hereof

1.5 The following expressions have the meanings set against them

"the 1990 Act" the Town and Country Planning Act 1990 as amended or replaced

"the Development" as detailed in 'the Applications'

"the Permission" such planning permission as is granted by the Council for the Development pursuant to 'the Applications'

"the Property" The land and buildings known as The Vines High Road Essendon Hertfordshire AL9 6HS as the same are registered under the Title Numbers

"Working Day" any day other than a Saturday or a Sunday or a Public Holiday

2. The covenants in this Unilateral Undertaking shall come into effect on the date of this Unilateral Undertaking
3. Whenever any party is more than one person and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
4. Words denoting an obligation on any party to this Unilateral Undertaking to do an act matter or thing include an obligation to procure that it be done and

words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction

5. Covenants in this Unilateral Undertaking falling within the provisions of Section 106 of the 1990 Act are planning obligations to which the Section shall apply and are enforceable without any limit of time by the Council
6. The covenants restrictions stipulations and obligations contained in this Unilateral Undertaking shall be enforceable without any limit of time against the Owner and any successors in title of the Owner or any person deriving title under or through the Owner to the Property as if that person had been an original covenanting party in respect of the interest or estate for the time being held by that person
7. No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants contained in this Unilateral Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any such covenants or from acting upon any subsequent breach or default
8. If any provision in this Unilateral Undertaking shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
9. Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Permission or as restricting the exercise by the Council of any power or function exercisable by it under the 1990 Act or under any other Act or authority or as restricting the Owner from appealing against any decision of the Council made pursuant to the Applications
10. Any notice certificate or other written communication required to be served under the terms of this Unilateral Undertaking shall be served on a party by Special Delivery post during the Council's business hours of 10.00 am to 4.00 pm on a Working Day to the party's last known address or such other address as shall be notified in writing and delivered by Special Delivery post from time to time

11. This Unilateral Undertaking shall be registered as a local land charge by the Council
12. The Owner covenants that:
 - 12.1 he is the freehold owner of the Property
 - 12.2 the Property is free from encumbrances material to this Unilateral Undertaking
 - 12.3 only he has an interest in the Property
13. The Owner further covenants with the Council and with the intention of binding the Property and each and every part thereof and to whosoever hands the same may come
 - 13.1 to observe and perform the covenants contained in the Schedule hereto
 - 13.2 to pay the Council's reasonable costs in agreeing and executing this Unilateral Undertaking
14. Without prejudice to the Councils' statutory rights the Owner hereby grants to the Council and/or County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter the such parts of the Property to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works and for any other purpose directly or indirectly connected with or contemplated by this Unilateral Undertaking
15. This Unilateral Undertaking shall be governed by the Laws of England and Wales
16. The Provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Deed with the result that nothing in this Unilateral Undertaking confers or purports to confer any right to enforce any of the terms and provisions contained herein on any person who is not a party hereto nor a statutory successor to the Council

THE SCHEDULE

The Owner covenants with the Council:-

That the residential annexe approved by Applications S6/2008/0035/FP and S6/2008/0045/LB (identified as the "The Annexe" on the attached Drawing No.528/SP1) will be used and occupied only in conjunction with and ancillary to the use of the dwellinghouse (identified as "The Vines" on the attached Drawing) as a single family dwelling and shall not be let sold or otherwise occupied as a separate residential unit from "The Vines".

IN WITNESS whereof the Owner has duly executed this Deed as a deed and delivered the day and year first before

SIGNED as a Deed by the)
said **SIMON DAVID CADISCH**)
in the presence of:-)

Witness's
Signature.....

Name.....

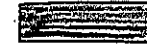
Address.....

Occupation ACCOUNTANT

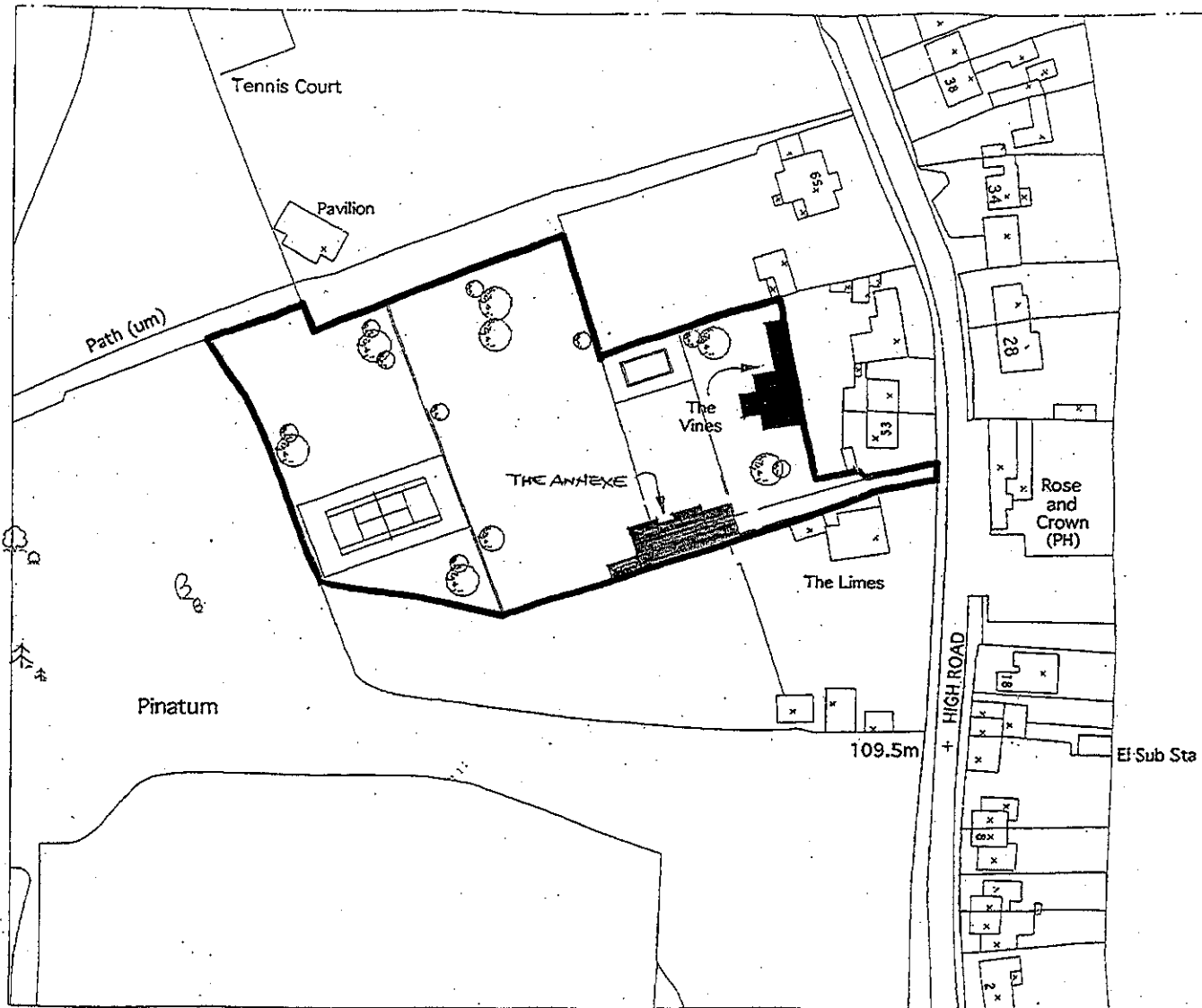
Curtilage of application site



Annexe building footprint



The Vines footprint



S. D. CADISCH

14/5/2008

Revision

Date

Peter Newson Associates

Chartered Architects

The Old Reading Room, 32 High Road,
Essendon, Hatfield, Herts. AL9 6HW
Tel: 01707 276595 Fax: 01707 260024

Job Title:

The Vines
High Road
Essendon
Herts.

Drawing Title:

Site Plan

Date:

May. 08

Scale:

1:1000

Job No.

528

Drawing No.:

SP1

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Do Not Scale