

THIS AGREEMENT dated the *Ninth* day of *April* 1991 is made between the Council of the one part and the Owner of the other part

Definitions and Interpretation

1) In this Agreement the following expressions shall have the following meanings ascribed to them:-

1.1) the Council                      Welwyn Hatfield District Council of The Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE

1.2) the Owner                        Tokyo Leisure Kaihatsu Kabushiki Kaisha Company Limited whose registered address in England is care of Martin Shepherd and Company of St Andrew House 46/48 St Andrew Street Hertford Hertfordshire SG14 1JT

1.3) the Land                         All That Freehold land with the buildings erected thereon situate at and known as Bedwell Park Farm Essendon Hertfordshire and Registered with Title Absolute being part of Title Number HD 236534 shown edged red on the copy Filed plan attached hereto

1.4) the Development                Extensions and alterations to farm buildings to form golf clubhouse including partial demolition and relocation of listed Granary to golf course to provide public rainshelter at Bedwell Park Farm School Lane Essendon details of which are as shown on Drawing No.H1177-01/01-B attached hereto

1.5) The Planning                    Planning Permission and Listed Building Permission and Listed Building Consent issued by the Council pursuant to the Planning Applications in the form annexed hereto together with any future variations or amendments approved by the Council

- 1.6) the Planning Applications                      Planning Application under reference S6/0692/90/FP and Listed Building Application under Reference S6/0693/90/LB for the Development together with plans specifications and particulars deposited with the Council
- 1.7) The expressions "the Council" and "the Owner" shall include where appropriate their respective successors in title and assigns
- 1.8) Unless otherwise provided this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation or amendment of the Planning Permission and Listed Building Consent
- 1.9) 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 and for the time being in force

Recitals

2) W H E R E A S :-

- 2.1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 (hereinafter called "the Acts") for the area within which the Land is situated
- 2.2) The Owner is the Owner in fee simple absolute in possession of the Land and warrants that it is in all respects capable of entering into this Deed
- 2.3) The Owner has by the Planning Applications applied to the Council for 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 Acts and has agreed to grant the Planning Permission and Listed Building Consent subject to the Owner entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

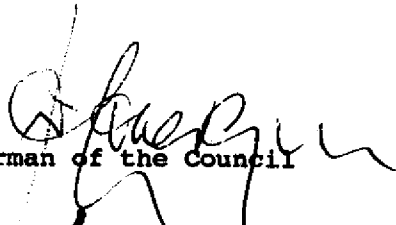
3) This Agreement and the covenants contained herein are made under and pursuant to Section 106 of the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

Owners Covenants:-

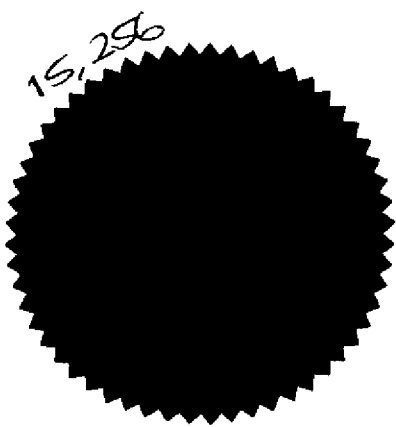
- 4) The Owner hereby covenants with the Council as follows:-
- 4.1) To carry out the Development permitted by the Planning Permission and Listed Building Consent in strict conformity with the plans specifications and particulars deposited with the Council and to use the Land in accordance with this Agreement and not otherwise
  - 4.2) Not without the prior consent in writing of the Council to use the main Bedwell Park Farmhouse shown edged pink on Plan No.H1177-14-A attached hereto for any purpose other than residential accommodation in association with the adjacent Golf Course
  - 4.3) Not without the prior consent in writing of the Council to permit the insertion of any additional first floor accommodation in the main barn on the site shown edged blue on the said Drawing No.H1177-14-A attached hereto
  - 4.4) Not without the prior consent in writing of the Council to permit the carrying out of any development in the courtyard area shown edged green on the said Drawing No.H1177-14-A attached hereto
  - 4.5) To pay the Council's costs of £250 incurred in the preparation engrossment and execution of this Deed

IN WITNESS whereof the Council and the Owner have executed this Section 106 Agreement as a Deed the day and year first before written

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

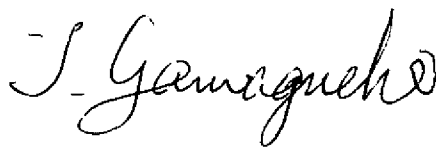
  
Chairman of the Council

  
Authorised Officer



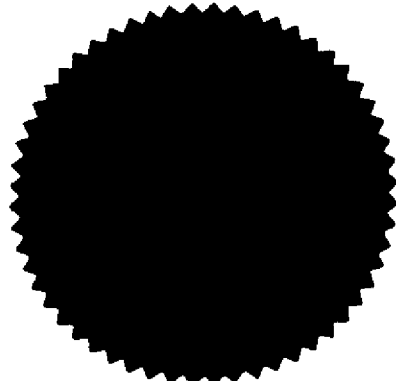
THE COMMON SEAL OF TOKYO )  
LEISURE KAIHATSU )  
KABUSHIKI KAISHA COMPANY )  
LIMITED was hereunto )  
affixed in the presence )  
of:- )

Director



Secretary







DATED 9th April 1991

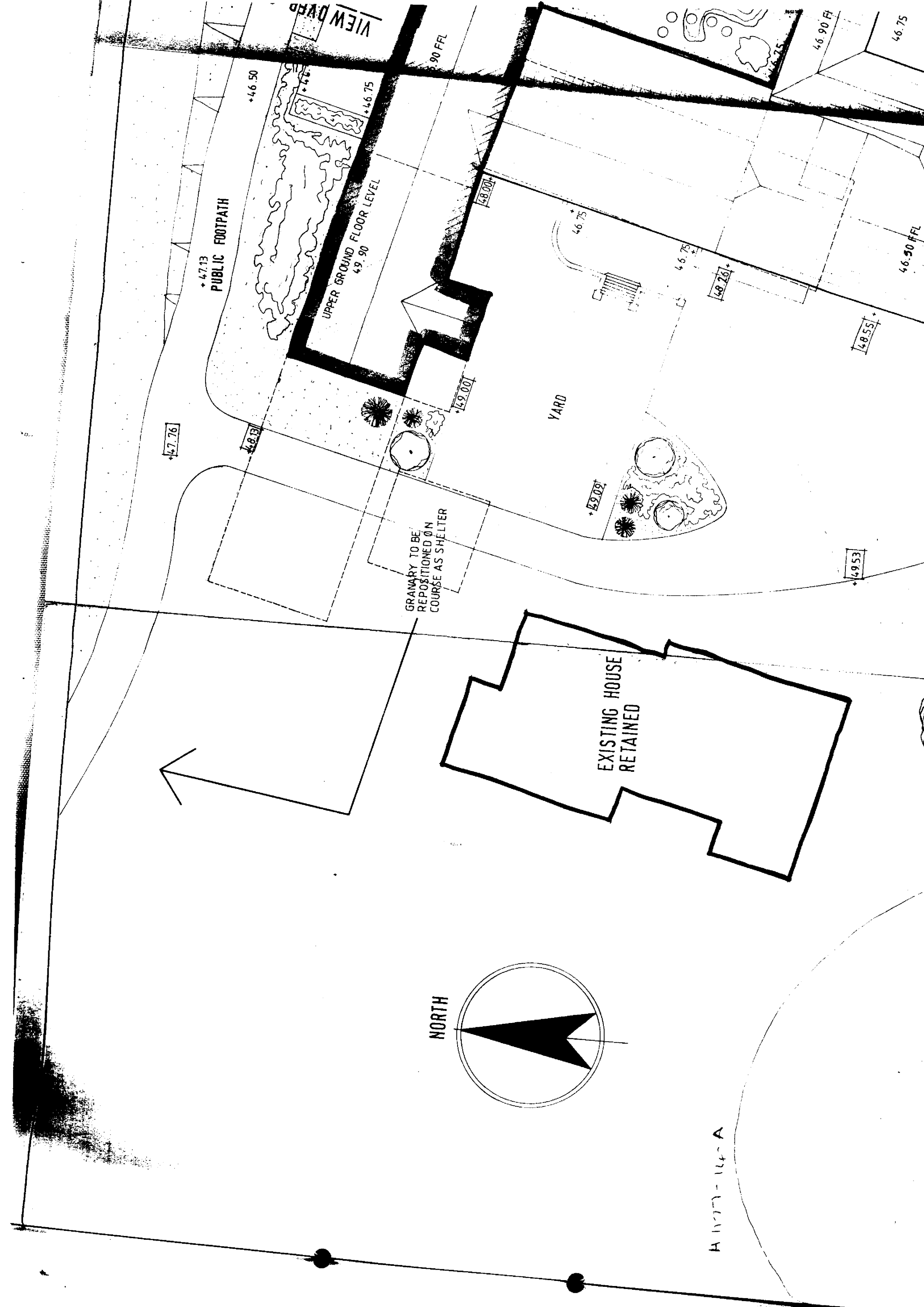
WELWYN HATFIELD DISTRICT COUNCIL

and

TOKYO LEISURE KAIHATSU  
KABUSHIKI KAISHA COMPANY LTD.

Agreement under S.106 Town and  
Country Planning Act 1990 and  
Planning (Listed Buildings and  
Conservation Areas) Act 1990 relating  
to development at Bedwell Park Farm  
Essendon Hertfordshire

Solicitor to the Council  
Welwyn Hatfield District Council  
Council Offices  
The Campus  
Welwyn Garden City  
Hertfordshire AL8 6AE



VIEW DWYD

+47.13  
PUBLIC FOOTPATH

UPPER GROUND FLOOR LEVEL  
49.90

GRAVARY TO BE  
REPOSITIONED ON  
COURSE AS SHELTER

EXISTING HOUSE  
RETAINED

NORTH

H 11777-14-A

+47.76

+46.50

+46.75

+49.00

+48.00

+46.75

+46.75

+48.26

+48.55

+49.53

+46.90 FFL

+46.90 FFL

+46.75

+46.50 FFL

YARD

BANK

GRASS AND LOW PLANTINGS

FLAT TERRACE

VIEW OVER COURSE

PUBLIC FOOTPATH

UPPER GROUND FLOOR LEVEL  
49.90

YARD

GRAINERY TO BE  
REPOSITIONED ON  
COURSE AS SHELTER

RETAINING  
WALL

+47.76

+48.13

+46.50

+46.45

+46.75

6.90 FFL

+48.00

+49.00

46.75

46.75

+48.26

+48.55

+49.53

+45.52

+45.77

+45.60

+45.77

+45.60

46.49

+46.75

+45.85

46.80

46.90 FFL

46.75

46.90 FFL

46.75

46.75

46.50 FFL

+46.75

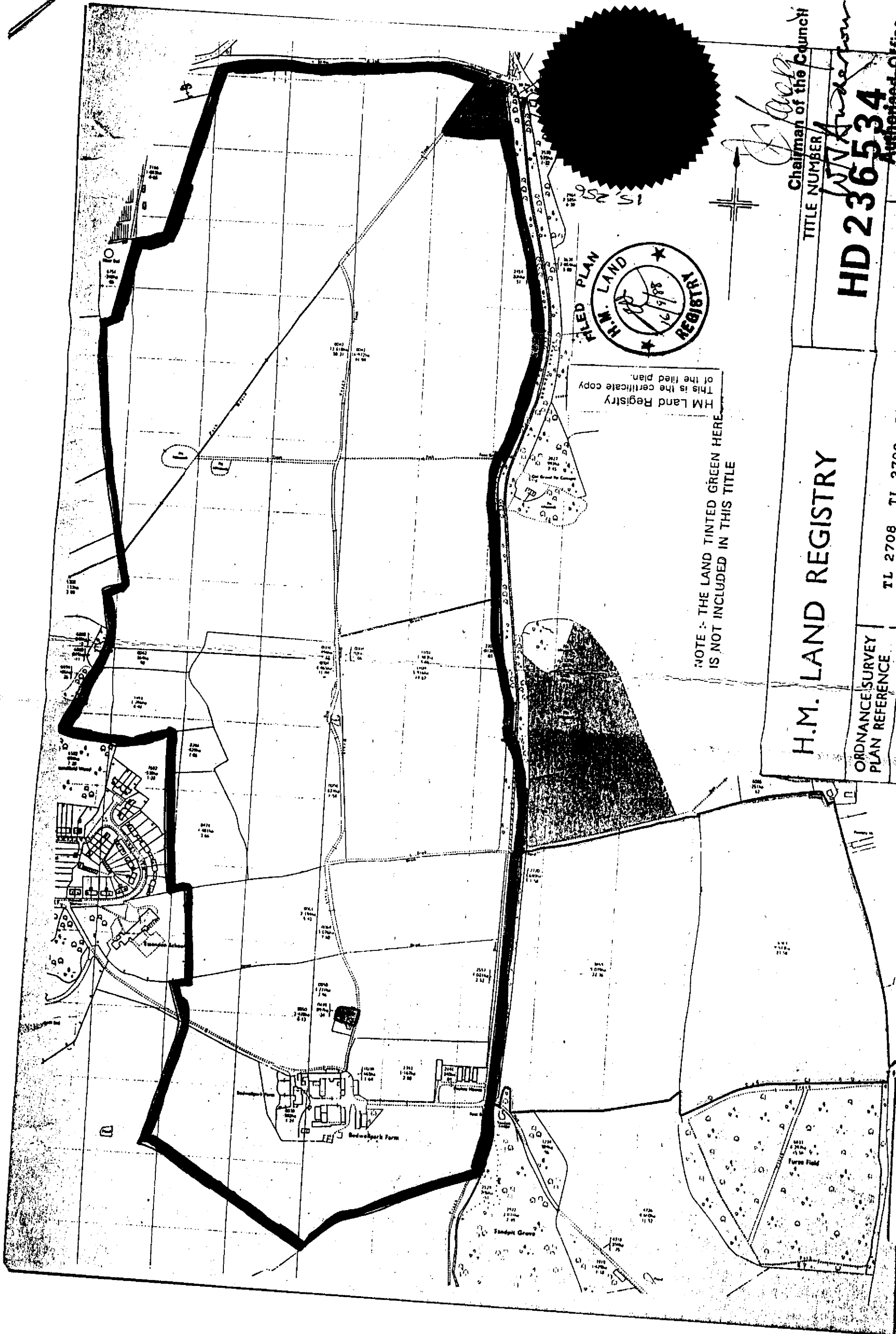
+46.75

+46.37

+46.21

+46.33

SE



Chairman of the Council

TITLE NUMBER

**HD 236534**

Authorized Officer  
Scale 1:5000

**H.M. LAND REGISTRY**

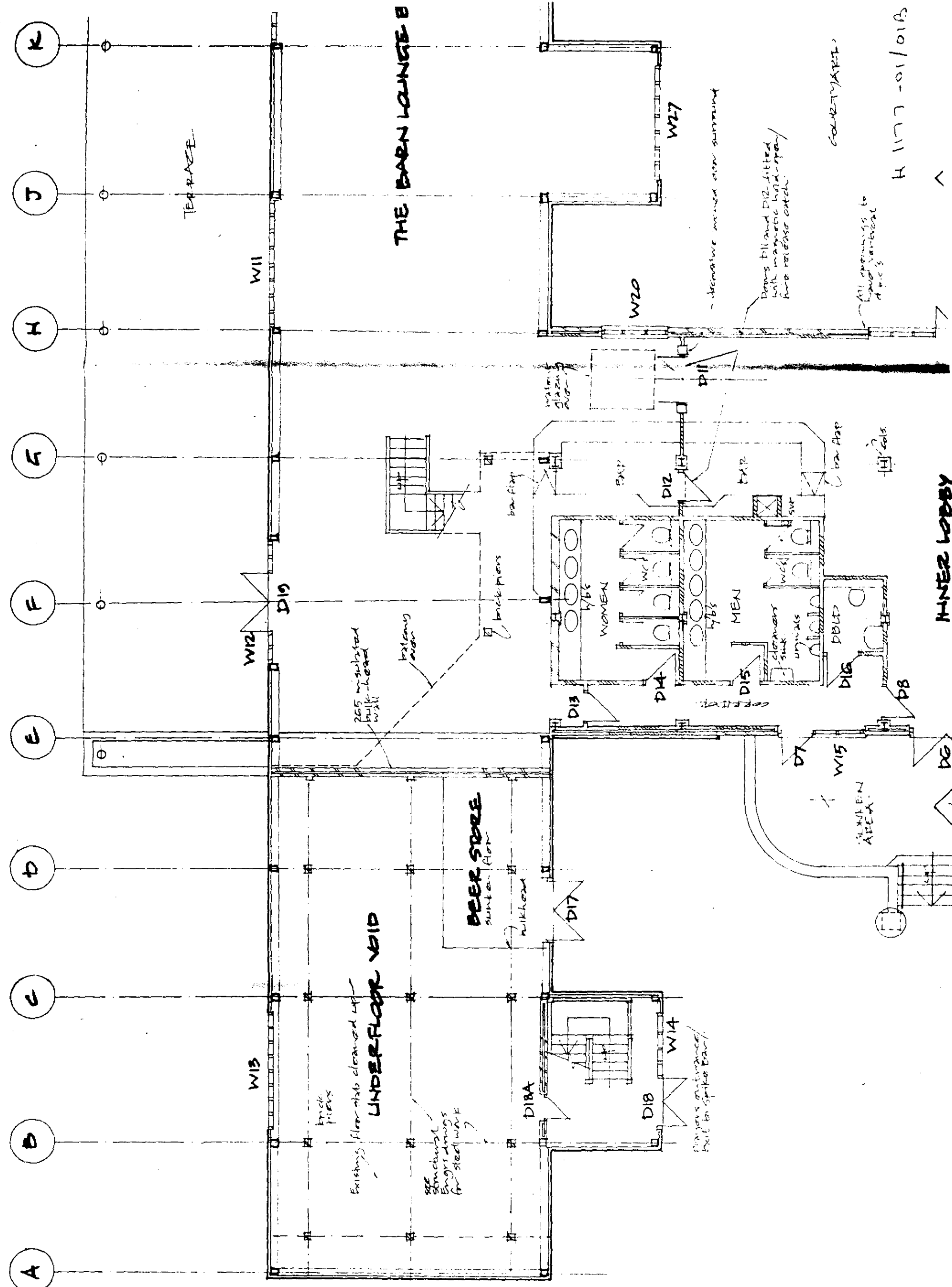
ORDNANCE SURVEY  
PLAN REFERENCE

TL 2708 TL 2709 TL 2808 TL 2809  
COUNTY HERTFORDSHIRE DISTRICT



*J. Gough*





INNER LOBBY

H 1177-01/01B

COURTYARD

ALL OPENINGS TO LAND VERTICAL TO P.C.S

ALTERNATIVE MINERAL OVEN SURROUND

DOORS FILL AND D12-FITTED WITH MAGNETIC HOLD-OPEN AND RELEASE OUTLET

THE BARN LOUNGE B

UNDERFLOOR VOID

PEER STORE

TERRACE

A B C D E F G H J K

W13

W12

W11

D18A

D18

W14

W15

D17

D16

D15

D14

D13

D12

D11

D10

D9

D8

D7

D6

D5

D4

D3

D2

D1

D0

D-1

D-2

D-3

D-4

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D-15

01/08

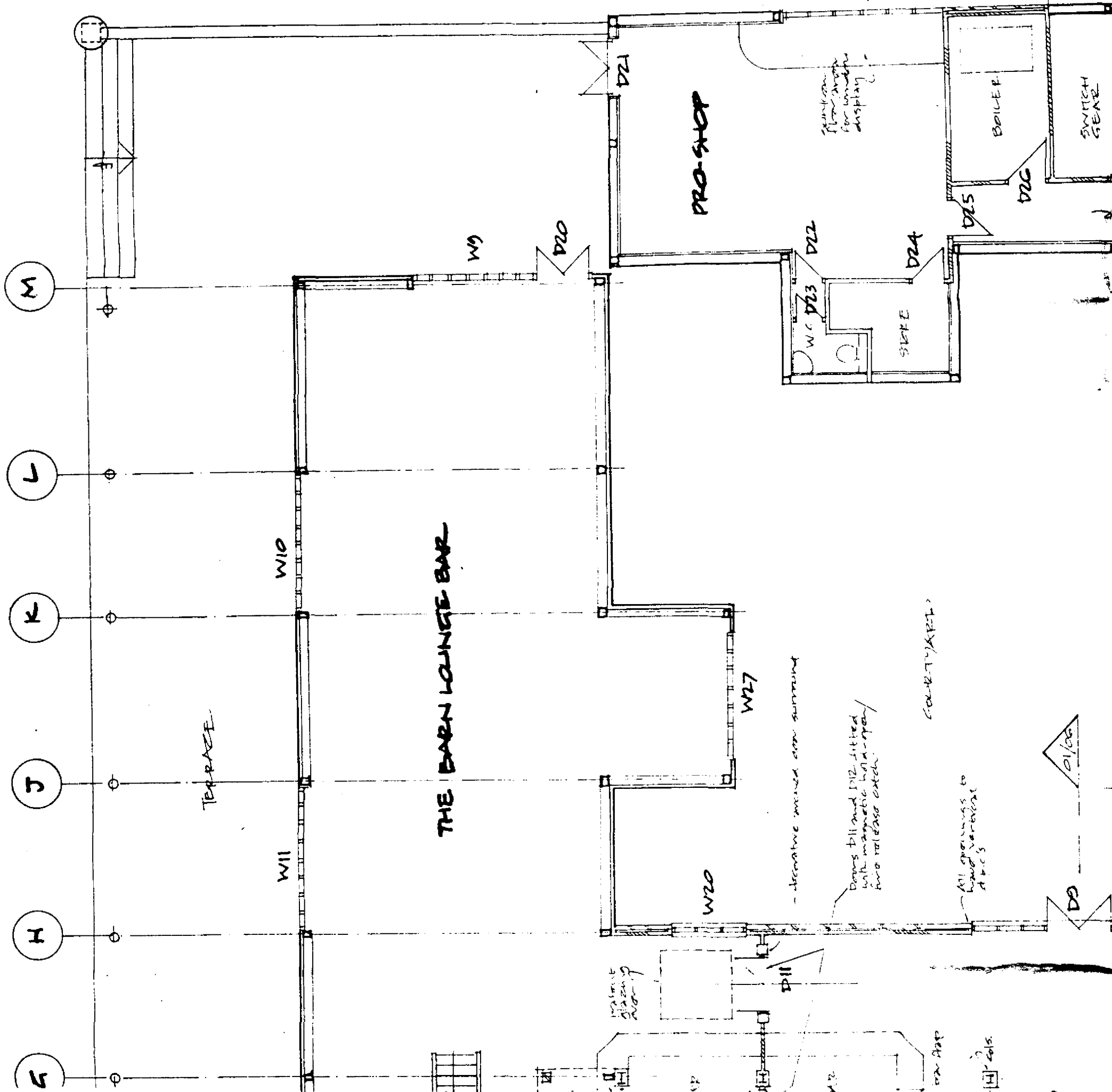
INNER LOBBY

^

revisions

no	description
A	no. of h/b raised in changing.
B	Ladies loo modification requested

W  
G



- decorative mirrored area surround

Dormer till and D12 fitted with magnetic hold-open and release catch

COLLECTOR

All openings to lower vertical d.b.c.s

0/100

0/100



