

DATED *26<sup>th</sup> October* 2001

- (1) WELWYN HATFIELD DISTRICT COUNCIL
- (2) BESSINGTON INVESTMENTS LIMITED
- (3) HOLT INTERESTS LIMITED
- (4) C. HOARE & COMPANY

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**DEED OF PLANNING OBLIGATION  
UNDER SECTION 106 TOWN &  
COUNTRY PLANNING ACT 1990  
RELATING TO LAND AT NYN PARK  
NORTHAW HERTFORDSHIRE**

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NICHOLSON GRAHAM & JONES  
110 CANNON STREET LONDON EC4N 6AR  
TEL: 020 7648 9000  
FAX: 020 7648 9001  
REF: MYB/A636-3

26<sup>th</sup> October

This Deed of Planning Obligation is made the 26<sup>th</sup> day of October 2001

**BETWEEN:**

- (1) **WELWYN HATFIELD DISTRICT COUNCIL** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire ("the Council")
- (2) **BESSINGTON INVESTMENTS LIMITED** of PO Box 6 23-25 Broad Street St. Helier Jersey HE4 8ND ("Bessington")
- (3) **HOLT INTERESTS LIMITED** (Company Registration No. 3626473) of Sacombe Park Hertfordshire SG12 0JB ("Holt")
- (4) **C. HOARE & COMPANY** (Company Registration No. 204822) of 37 Fleet Street. London EC4P 4PQ ("Hoare")

**NOW THIS DEED WITNESSES** as follows:

**Preliminary**

**1. DEFINITIONS**

- 1.1 "Act" means the Town & Country Planning Act 1990 as amended
- 1.2 "Application Site" means the site comprising the Main Estate and Well House Land shown for the purposes of identification outlined in red on Plan 1
- 1.3 "Bessington's Representative" shall mean either the Landscape Consultant or the Project Manager or both
- 1.4 "Bond Figure" shall mean the sum of three million pounds (£3,000,000) less any sum or sums certified (with the Council's approval) by Bessington's representative to the Council as having been expended by Bessington in discharging its obligations under Part C of the Schedule hereto
- 1.5 "Commencement" means commencement of the Development by carrying out of any material operation as defined by Section 56(4) of the Act and the expressions "Commence" and "Commences" shall be construed accordingly PROVIDED ALWAYS that Site Preliminaries shall not be deemed to amount to Commencement
- 1.6 "Curtilage of the Main House" means so much of that land shown cross-hatched in black on Plan 2 as may be agreed with the Council as being land which is to comprise

the curtilage of the proposed house to be constructed on the Application Site as part of the Development

1.7 **"Development"** means the refurbishment of the Application Site in accordance with the Planning Permission

1.8 **"Force Majeure Event"** means an event falling within any of the following: fire flood tempest exceptionally adverse weather conditions earthquake riot civil commotion or insurrection strike or lock-out or act of war or any other event outside the reasonable control of the relevant Parties affecting the ability of the relevant Parties to perform their obligations under this Agreement

1.9 **"Landscape Bond"** means a Bond in the form contained in Part D of the Schedule from any of the four main London clearing banks, the Bank of Scotland the Royal Bank of Scotland and Coutts Bank or such other financial institution first approved by the Council in writing in its absolute discretion in the sum of "the Bond Figure"

1.10 **"Landscape Consultants"** means such Landscape Consultant as may be appointed from time to time by Bessington and whose appointment has been notified to the Council.

1.11 **"Landscape Framework Documents"** means the following documents which were included with the Planning Application namely:

- (a) Landscape Architects Statement prepared by The Landscape Partnership, including Landscape illustrations and site photographs bound separately;
- (b) Forestry and Estate Management Report prepared by FPD Savills;
- (c) Ecological Statement prepared by Ecological Services Limited;
- (d) Forestry Strategy Plan 00413/11;
- (e) Master Plan Number 00413/12; and
- (f) Site Sections (3), 00413/13

together with the Landscape Framework Management Plan annexed hereto.

1.12 **"Landscape Management Document"** means a document to be based on the principles contained in the Landscape Framework Documents which will describe in full detail the landscape treatment, management and maintenance proposals for the Application Site excluding the Curtilage of the Main House

- 1.13 "Main Estate" means all that freehold property known as Nyn Park, Northaw, Hertfordshire including the property known as Potters Bar Lodge, and Hatfield Lodge and the same as registered at HM Land Registry with absolute title under Title Numbers HD309626, HD328831 and HD381883 and shown for the purposes of identification outlined in green on Plan 1
- 1.14 "the Parties" means the Parties to this Agreement
- 1.15 "Plan 1 and Plan 2" means plan 1 and 2 annexed hereto and marked respectively Plans 1 and 2.
- 1.16 "Planning Application" means the application submitted on the 18 December 2000 and given reference number S6/2000/1639 FP by the Council
- 1.17 "Planning Permission" means a planning permission resulting from the Planning Application in the form annexed hereto
- 1.18 "Project Manager" means such project manager as may be appointed from time to time by Bessington and whose appointment has been notified to the Council
- 1.19 "Site Preliminaries" means surveying testing sampling soil testing pegging out tree protection site clearance archaeological investigation ground preparation works provision of temporary access ways including works of demolition or works of remediation to existing land or buildings or the erection of contractor's compounds
- 1.20 "Site of Well House" means that part of Well House Land upon which is currently constructed at the date of this agreement a dwelling known as Well House
- 1.21 "Well House Land" means the freehold land known as Well House, Welwyn, Hertfordshire registered at HM Land Registry with absolute title under Title Number HD390298 and shown for the purposes of identification outlined in yellow on Plan I

## 2. RECITALS

- 2.1 By the Planning Application planning permission has been sought for the Development of the Application Site by Bessington
- 2.2 The Council are the local planning authority for the purposes of this Deed for the area within which the Application Site is situated and by whom the obligations contained in this Deed are enforceable
- 2.3 Bessington is the owner of the Well House Land and the contractual purchaser of freehold interests in the Main Estate pursuant to the Contract dated 20 July 2000 and

thereby has an interest in the Application Site, and intends to carry out the Development

2.4 Holt is the owner of the Main Estate

2.5 Hoare and Bessington individually hold separate Legal Charges over the Main Estate which Charges are both dated 21 July 2000 and 29 October 1999

2.6 The Council has decided to grant Planning Permission for the Development in accordance with the Planning Application subject to this Deed without which planning permission for the Development would not have been granted

### 3. POWERS AND INTERPRETATION

#### 3.1 Powers

(a) This Deed is made pursuant to the provisions of Section 106 and this Deed contains planning obligations for the purposes of Section 106 of the Act and shall be binding and enforceable by the Council not only against the Parties hereto (where applicable) but also against their successors in title and assigns as if those persons had also been an original covenanting party in respect of the interest or estate for the time being held by them in the Application Site

(b) Insofar as the obligations and covenants contained herein are not planning obligations within Section 106 of the Act the obligations and covenants are entered into pursuant to Section 111 of the Local Government Act 1972

3.2 This Deed shall be registrable as a local land charge by the Council under the Local Land Charges Act 1975

3.3 Where any approval consent certificate or permission is required to be given by any of the Parties then such party shall not unreasonably withhold delay or refuse such approval consent certificate or permission

3.4 Words importing the singular meaning where the context permits include the plural meaning and vice versa

3.5 References to a clause schedule or paragraph are references where the context so admits to a clause schedule or paragraph of a schedule in this Deed

3.6 Words of a neuter gender include the masculine and feminine genders

- 3.7 Words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner
- 3.8 The clause and paragraph headings in this Deed are for ease of reference only and shall not be taken into account in the construction or interpretation of a clause or paragraph to which they refer
- 3.9 The expressions "Council" "Bessington" "Holt" and "Hoare" shall include their successors in title and assigns

#### 4. **CONDITIONALITY**

- 4.1 Save for the provisions of clauses 5.1, 6, 7, 8, 9 and 10 and any provisions needed for the interpretation thereof or to give effect thereto the terms of this Deed shall be conditional upon Commencement

#### 5. **BESSINGTON'S COVENANTS**

- 5.1 Bessington shall pay on completion hereof the Council's reasonable legal costs incurred in the approval of this Deed
- 5.2 Bessington for itself and its successors in title and all persons deriving title under it hereby covenants with the Council
- (a) to observe and perform all its planning obligations set out in The Schedule
  - (b) not to Commence the Development until it has provided to the Council the Landscape Bond
  - (c) on transfer or assignment of its interest in the Application Site to procure that the assignee or transferee provides to the Council a Bond similar to the Landscape Bond provided that on the provision of the new Bond the Council shall release the existing Bond by a letter of release "**Letter of Release**" to this effect
  - (d) to notify the Council in writing two weeks before the Commencement

#### 6. **HOLT'S CONSENT AND COVENANTS**

- 6.1 Holt hereby consents to the execution of this Deed by Bessington and acknowledges that the Main Estate shall be bound by the planning obligations and restrictions contained herein

6.2 Holt for itself and its successors in title and all persons deriving title under it hereby covenants with the Council that in the event of Bessington withdrawing from the purchase of the Main Estate under the Contract (or not completing the purchase) mentioned in clause 2.3 above Holt will observe and perform Bessington's covenants contained in clauses 5.2(a), 5.2(b) 5.2(c) and 5.2(d) together with Bessington's all other covenants and obligations contained in this Deed

7. **MORTGAGEES' CONSENT**

7.1 Hoare in respect of its legal charge of the Main Estate hereby consents to Holt and Bessington entering into this Deed and acknowledges that the Main Estate shall be bound by the planning obligations and restrictions contained herein and agrees to be bound by the said obligations and restrictions Provided that Hoare shall not incur or assume or be deemed to incur or assume any liability for any obligation to perform or comply with the restrictions and obligations contained herein merely by virtue of having given its consent hereto

7.2 Bessington Investments Limited in respect of its legal charge of the Main Estate hereby consents to Holt entering into this Deed and acknowledges that the Main Estate shall be bound by the planning obligations and restrictions contained herein and agreed to be bound by the said restrictions and obligations Provided that Bessington shall not incur or assume or be deemed to incur or assume any liability for any obligation to perform or comply with the restrictions and obligations contained herein merely by virtue of having given its consent hereto

8. **COUNCIL'S COVENANTS**

8.1 The Council covenants with Bessington that it will observe and perform its obligations contained herein and issue to Bessington the Planning Permission within 5 days of the date of this Deed

9. **CENTRAL PROVISIONS**

It is hereby declared and agreed by the Parties as follows:

9.1 This Deed shall be enforceable against the Parties hereto (where applicable) and any person deriving title from them as provided in Section 106(3) of the Act but in accordance with Section 106(4) of the Act always provided no person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Application Site or the part in respect of which such breach occurs without prejudice to liability for any subsisting breach of covenants prior to parting with such interest

- 9.2 If the Planning Permission shall expire before the Development is Commenced or shall at any time be revoked this Agreement shall forthwith determine and cease to have any effect
- 9.3 Nothing in this Agreement shall prohibit or limit the right to develop any part, of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
- 9.4 The Council will upon the written request of Bessington at any time after the obligations under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges
- 9.5 Save as provided herein nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes are effectively exercised as if it were not a party to this Deed
- 9.6 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act
- 9.7 Where any action or thing is required to be done under this Deed within a specified period or time such specified period or time shall be extended by such period of time as may have been reasonably attributed to any Force Majeure Event provided details of such Force Majeure Event have been notified in writing to the relevant Party or Parties
- 9.8 The construction validity and performance of this Agreement shall be governed by and interpreted in accordance with the law of England and Wales
- 9.9 Bessington hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England
- 9.10 To the extent that Bessington may be entitled in any jurisdiction to claim for itself or its property or assets immunity in respect of its obligations under this Deed from service of process jurisdiction suit judgment execution or otherwise or legal process or to the extent that in any such jurisdiction there may be attributed to it or its property or assets such immunity (whether or not claimed) Bessington or any successors or assigns of Bessington irrevocably agree not to claim and irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction
- 9.11 It is hereby certified that Bessington has power to enter into this Deed with the Council and the Deed does not contravene any of the provisions of the Articles of Incorporation



statutes by-laws or any other documents relating to the constitution and/or powers of Bessington and all necessary corporate and other action required to enter into this Deed has been taken

## 10. NOTICES

- 10.1 Any notice to be given hereunder shall be in writing and should either be delivered personally or sent by first class prepaid post
- 10.2 Bessington hereby irrevocably authorises and appoints Nicholson Graham & Jones of 110 Cannon Street London EC4N 6AR (or other such firm of solicitors resident in England as it by notice to the Council substitutes) to accept service of all legal process and any notices arising out of or connected with this Deed and service on such firm (or such substitute) shall be deemed to be service on Bessington
- 10.3 The addresses for service of Holt and Hoare shall be those stated in this Deed and the address for service of the Council shall be Chief Planning Officer (or such officer as the Council by notice in writing to the parties shall substitute), Welwyn Hatfield District Council, Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE
- 10.4 Any notice served shall be deemed to have been given or made and delivered if by letter 72 hours after posting if by delivery 24 hours after having been left at the relevant address

## THE SCHEDULE

### PART A - CURTILAGE OF TILE MAIN HOUSE

1. The residential curtilage for the purposes of Planning Permission reference number S6/2000/1639/FP will not exceed the curtilage identified and edged red as shown on Plan 2.

### PART B - SITE OF WELL HOUSE

1. Prior to the beneficial occupation of the main house to be constructed pursuant so the Planning Permission as a dwelling house within the meaning of Class C3 of the Town and Country Planning (Use Classes) Order 1987 Bessington shall procure that the dwelling house known as Well House and constructed on the Well House Land shall be demolished.
2. Following the demolition of the said Well House Bessington shall procure that the Site of Well House shall be landscaped in accordance with the Landscape Management

Document and until such time as that has been done the Site of Well House shall be cleared of all building rubble and grassed over before the end of the first planting season following the demolition.

### PART C - LANDSCAPE MANAGEMENT DOCUMENT

1. Bessington shall procure that Bessington's Representative shall ensure that the Landscape Management Document is a bespoke rolling management plan describing the landscape works necessary for the restoration of the Application Site (excluding the Curtilage of the Main House), the future maintenance of the landscaping and detailing the seasonal landscaping operations necessary to achieve that restoration and in particular the Landscape Management Document shall address the following matters, namely:
  - 1.1 the provision of a detailed phasing programme in respect of the works and operations required to complete the landscaping works within the tenth planting season following the Commencement and the estate's infrastructure programme shall be approved in writing by the Council within the 6 months of the date of this Agreement and the programme of enhancement for protected species shall be approved in writing by the Council by 31 December 2002; and
  - 1.2 details as to the future maintenance and management of the landscaping works following the completion of those works (the "After Care Works").
2. In preparing the Landscape Management Document Bessington's Representative shall refer drafts of the Landscape Management Document to the Council for its comments, advice or guidance and the Council shall in so far as is reasonably practicable assist Bessington's Representative in preparing the Landscape Management Document prior to the submission of the completed Landscape Management Document to the Council for its written approval.
3. Upon submission of the completed Landscape Management Document, the Council will consult with English Nature and Hertfordshire Biological Records Centre and take their advice prior to issuing their written approval.
4. Once the Landscape Management Document is approved by the Council, it will monitor all works carried out as contained in the Landscape Management Document in consultation with English Nature and the Hertfordshire Biological Records Centre
5. Bessington shall procure that the Landscape Management Document is implemented and the landscaping works substantially completed in accordance with its provisions.

6. Following approval of the Landscape Management Document by the Council if from time to time in the reasonable opinion of Bessington any amendment or variation to the Landscape Management Document would be appropriate then Bessington may request the consent of a Council to such variation or amendment and in the event such consent is given by the Council then the Landscape Management Document shall be amended accordingly.
  
7. When in the reasonable opinion of Bessington's Representative the landscaping works set out in the Landscape Management Document (excluding the After Care Works) have been substantially completed then Bessington's Representative (with the Councils approval) shall certify the same to the Council who if reasonably satisfied that such works have been substantially completed will expeditiously issue a certificate confirming that such works have been substantially completed ("the Council's Certificate").

#### PART B - LANDSCAPE BOND

1. The Bond Figure shall be reduced every six months (the Period) by such sum or sums as shall have been certified (with the Council's approval) by Bessington's Representative to the Council as having been expended by Bessington in discharging its obligations under Part C of this Schedule during the Period.
  
2. The Bond shall terminate on the first to occur, either
  - (a) the date of issue of the Council's Certificate; or
  - (b) the date being the fifteenth anniversary of the date of this Deed; or
  - (c) the issue of the Council's Letter of Release under this Deed.

#### FORM OF THE LANDSCAPE BOND

Performance Bond in respect of the Landscape Management Document.

Description of land	:	Property known as Nyn Park, Northaw, Hertfordshire
Planning Application No	:	S6/2000/1639FP
Bond Figure	:	Three Million Pounds Sterling (GBP 3,000,000)

**BY THIS BOND** ● whose registered office is situate at ● (hereinafter called "the Surety") is held and firmly bound to Welwyn Hatfield District Council of the Council Offices Welwyn

Garden City, Hertfordshire (hereinafter called "the Council") in the sum of the Bond Figure to be paid to the Council for the payment of which sum the Surety binds itself and its successors

EXECUTED AS A DEED THIS ● DAY OF ●

WHEREAS

1. BY A DEED DATED ● 2001 BETWEEN THE COUNCIL (1) BESSINGTON INVESTMENTS LIMITED ("BESSINGTON") (2) HOLT INTERESTS LIMITED (3) AND C HOARE & CO (4) ("THE DEED") under Section 106 of the Town and Country Planning Act 1990 relating to land at Nyn Park, Northaw, Hertfordshire, Bessington has covenanted at Part C of the Schedule to the Deed to undertake certain obligations described in the Deed.
2. By the provisions of the Deed Bessington contracted to provide a Bond to secure its obligations under Part C of the Schedule to the Deed.

NOW THIS DEED WITNESSETH:

1. The Surety is hereby bound to the Council in the sum of the Bond Figure.
2. The Surety shall in the event of any breach or non-observance of the covenant on the part of Bessington contained in Part C of the Schedule to the Deed or in the event of Bessington going into bankruptcy or liquidation or entering into administrative receivership or entering into a deed or arrangement for the benefit of its creditors pay to the Council from time to time, each time upon the Council's first demand in writing the sum of money stated in such demand, without the Council's duty to substantiate that demand, as the Council shall under the Deed certify to be necessary to complete the landscaping works together with such further sum as the Council's solicitor for the time being may certify to be necessary to fully reimburse the Council in respect of any costs incurred in the enforcement of the obligations contained in the Deed provided that the total sums payable by the Surety shall not exceed the Bond Figure. Such demand shall be treated as conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council under this Bond.
3. This Bond shall continue notwithstanding and the Surety's duty hereunder shall not be discharged, affected or released in whole or in part or otherwise exonerated by:
  - 3.1 any arrangements made between Bessington and the Council or by any alteration in Bessington's obligations under the Deed or by any neglect or forbearance whether as to payment time of performance or otherwise whether or not such arrangement alteration neglect or forbearance is made with the knowledge or consent of the Surety; or

- 3.2 any legal limitation or incapacity relating to Bessington under or in connection with the Deed; or
- 3.3 the lack of validity of the Deed; or
- 3.4 any other act or omission by Bessington or any other circumstances which but for the provisions contained herein would discharge the Surety.
4. The Bond Figure shall reduce by such sum as the Council shall certify to the surety in writing from time to time as having been expended by Bessington in discharging its obligations under Part C of the Schedule to the Deed.
5. This Bond shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.
6. For the avoidance of doubt it is not intended that any of the terms of this Bond should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.
7. This Bond shall remain in full force and effect until ● October 2016 or upon receipt by the Surety from the Council of the Council's written confirmation, addressed to the Surety, that the Surety is discharged from all liability hereunder (whichever is the earlier)("Expiry") when this Bond terminates absolutely and any demand hereunder purported to be signed by or on behalf of the Council's Chief Planning Officer (or such other officer as the Council by notice in writing to the Surety shall state) must be received by the Surety by hand, by post or by courier at ● (or any other address previously notified to the Council in writing by the Surety) before Expiry and any claim, statement, notice or demand received by the Surety after Expiry shall be ineffective hereunder whether or not this Bond is returned to the Surety for cancellation.
8. The benefit of this Bond is not transferable or assignable.
9. Nothing contained herein entails the Surety acting as surety for any person other than Bessington Investments Limited.

IN WITNESS whereof the Surety and the Council have executed this Bond the day and year first above written

**SIGNED AS A DEED BY**

As the Attorney and on behalf of

In the presence of

The Surety has executed this bond on the condition that the Bond shall not be taken to be delivered for the purposes of Section 36A Companies Act 1985 (as amended) until the Bond has been formally dated by or on behalf of the Surety

.....

IN WITNESS whereof the Parties have executed this Deed the day and year first above written

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

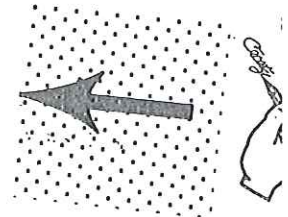
)  
)  
) *Arwud*  
)  
Chairman of the Council



Authorised Officer  
*M J Davies*  
Authorised Officer

SIGNED AS A DEED  
on behalf of BESSINGTON  
INVESTMENTS LIMITED  
a company incorporated in Jersey by  
and  
being persons who in accordance  
with the laws of that territory are  
acting under the authority of that  
company:

)  
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)  
)  
)  
)  
)  
)



Authorised Signatory

*Brian Hand*

Authorised Signatory

*Stephens*

EXECUTED AS A DEED by  
HOLT INTERESTS LIMITED  
acting by two directors or a director  
and secretary:

)  
)  
)  
)

Director

*Andy Cox*

Director/Secretary

*Sarah Kendall*

EXECUTED AS A DEED by )  
C HOARE & CO acting by )  
~~two directors or a director~~ )  
and ~~secretary~~; )

Director X H/D/M  
MANAGING PARTNER  
Director/Secretary X [Signature]  
MANAGING PARTNER

## LANDSCAPE FRAMEWORK MANAGEMENT PLAN

This document comprises drawing no. 00413/14. dated October 2000, and prepared by The Landscape Partnership and the following schedule.

The restoration of Nyn Park Estate will comprise:

The clearance of the forest plantations

The re-establishment of the historic parkland

The management of the woodlands, including the Well Wood SSSI

The maintenance of the lake

The protection of wildlife habitats with particular reference to protected species

The management of watercourses and wetland areas

The agricultural management of the estate

The restoration of the estate boundary

The creation of a new amphitheatre

The restoration of access drives and provision of paths and rides throughout the estate

This will be achieved through the implementation of approved plans containing the following:

A rolling programme describing workmanship and materials for general tree work, removal and replanting of forestry, coppicing, planting, wildlife encouragement measures suitable for ensuring the longevity of the woodlands to be preserved

A rolling programme workmanship, materials and frequency of spring, summer, autumn and winter operation for new planting areas including forestry and woodland areas

A rolling programme describing workmanship, materials and frequency of operation to promote and provide grassland areas



A rolling programme describing workmanship, materials and frequency of operation to promote and provide heathland

A rolling programme describing workmanship, materials and frequency of operation to protect and promote wetlands including watercourses and open bodies of water

A rolling programme of enhancement for protected species and Local Biodiversity Action Plan species to be identified and implemented in consultation with the Council, English Nature and Hertfordshire Biological Records Centre

A rolling programme describing workmanship, materials and frequency of operation to restore and enhance the estate's infrastructure, including all vehicular drives, footpaths and rides.

These programmes of work will require the written approval of the Council. Upon submission of these programmes of work, the Council will consult with English Nature and the Hertfordshire Biological Records Centre and take their advice prior to issuing their written approval.

These programmes of work should contain rationales, objectives, prescriptions, programmes for implementation and timescales for monitoring.

**Note:** The extent of the House and Garden shown on drawing number 0413/14 dated October 2000 shall be amended to accord with the Curtilage of the Main House as defined within this Agreement.



NYN PARK

PLAN 2

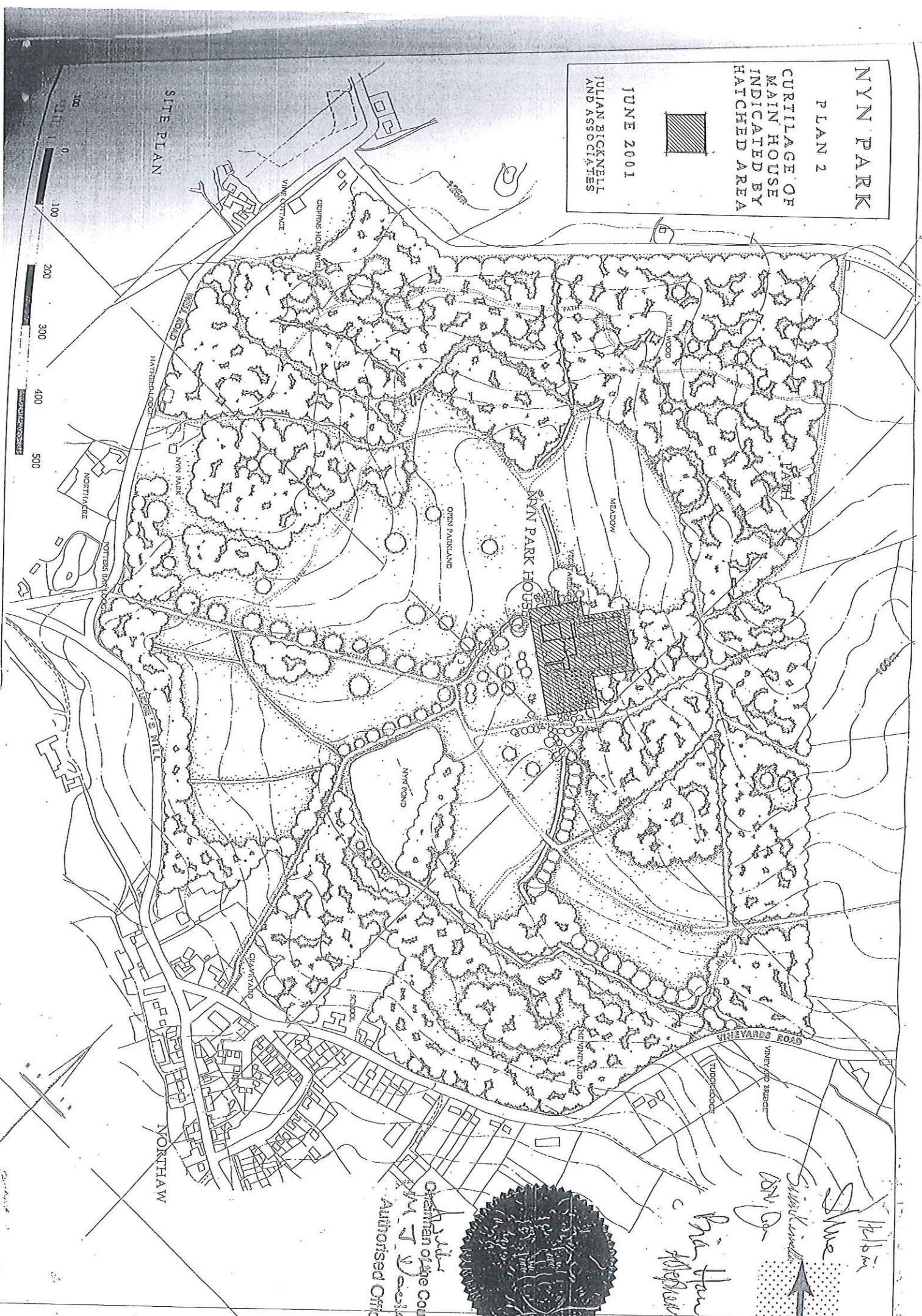
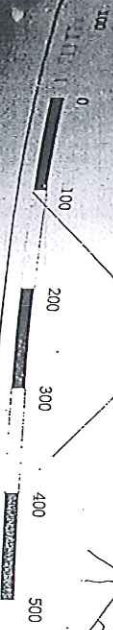
CURTILAGE OF  
MAIN HOUSE  
INDICATED BY  
HATCHED AREA



JUNE 2001

JULIAN BICKNELL  
AND ASSOCIATES

SITE PLAN



Chairman of the Council  
Authorised Officer

*Handwritten notes:*  
Shire  
Helm  
Julian Bicknell  
ASB Co  
Bicknell  
Helm  
Shire