

THIS AGREEMENT is made the *Third* day of *December*, 1997
B E T W E E N the Council of the first part and
of the Owner of the second part and the Applicants of the third part and the
Chargee of the fourth 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 Midas Eight Holdings Limited of PO Box 829 Charles
House Charles Street St.Helier Jersey Channel Islands
and whose address for service is
- 1.3 the Applicants Andrew MacClean Perryment and Paula Ann Perryment both
of Warrenwood Cottages Kentish Lane Brookmans Park
Hatfield Hertfordshire
- 1.4 the Chargee Standard Chartered Bank (CI) Limited of 1 Aldermanbury
Square London EC2V 7SB
- 1.5 the Land All that freehold piece or parcel of land situate at
and known as Warrenwood Cottages aforesaid as the same
is shown edged red on the plan annexed hereto
marked "A"
- 1.6 the Development Demolition of existing dwelling, glasshouses and barns
and construction of replacement dwelling and garage
pursuant to the Planning Permission
- 1.7 the Planning Application A planning application under reference S6/0173/97/FP
for planning permission to carry out the Development
together with plans specifications and particulars
deposited with the Council
- 1.8 the Planning Permission A planning permission for the Development the subject
of the Planning Application in the form of the draft
annexed marked "B"
- 1.9 the Act The Town and Country Planning Act 1990 (as amended)
- 1.10 the Highways Act The Highways Act 1980
- 1.11 The Director The Director of Environmental Services for the time
being of the Council or such other officer that the
Council may from time to time appoint to undertake the
duties of the Director of Environmental Services
- 1.12 The expressions "the Council" and "the Owner" and "the Applicants" and
"the Chargee" shall include where appropriate their respective
successors in title and assigns

- 1.13 (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
- 1.14 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 extension or renewal variation modification or amendment of the Planning Permission which the Council may grant if the Development has not for any reason been commenced within five years from the date hereof
- 1.15 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 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 with freehold title absolute registered at H.M. Land Registry under Title Number HD311341
- 2.3 The Chargee is proprietor of a legal charge on the Land dated 19 February 1996 registered at H.M. Land Registry against the said Title
- 2.4 The Applicants have by the Planning Application applied to the Council for planning permission to carry out the Development on the Land
- 2.5 The Council is satisfied that the Development is such as may be approved by it under the Act and has agreed to grant Planning Permission subject to the Owner the Applicant and the Chargee entering into this Agreement including all the obligations restrictions stipulations conditions and covenants contained herein

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 its tenants 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 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 under the provisions of the Local Land Charges Act 1975
- 3.3 Any expense incurred or to be incurred by the Council to which the Owner or the Applicants 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 and the Council reserves its right to pursue recovery of any monies due under this Agreement by civil action
- 3.4 The provisions of this Agreement shall become binding on the Owner and the Applicants once the Planning Permission shall have been granted

Owners Covenants

- 4.1 The Owner and the Applicants HEREBY JOINTLY AND SEVERALLY COVENANT in favour of the Council as follows:-
- 4.1.1 To carry out the Development permitted by the Planning Permission in strict conformity with the plans specifications and particulars submitted to the Council
- 4.1.2 That the existing buildings on the Land shall be completely demolished and removed from the Land prior to any work commencing on the construction of any new building (or any part or parts thereof) on the Land
- 4.1.3 The provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking amending or re-enacting that Order) shall be excluded in relation to the Land and it is agreed that no compensation shall be payable in respect of such exclusion PROVIDED THAT this provision shall not preclude or restrict an application being made to the Council for planning permission (or from appealing to the Secretary of State against any refusal or deemed refusal of planning permission) in relation to any development for which planning permission would otherwise be given by the said Order
- 4.2 That on the date hereof the Owner or the Applicants will pay the whole of the reasonable costs incurred by the Council in the preparation of this Agreement

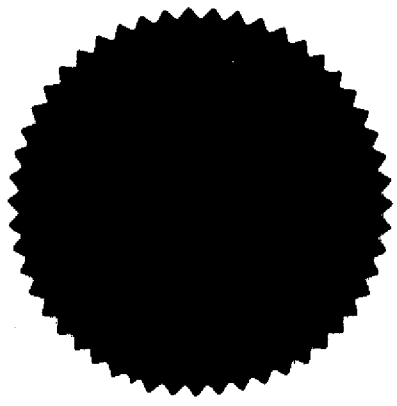
Chargee's covenants

5. The Chargee hereby consents to the Owner entering into the covenants contained above and the Chargee agrees and covenants with the Council (so as to bind the Chargee's interest in the Land) in the all terms of Clause 4 above and as if this Agreement had been executed and registered as a Local Land Charge prior to the creation of its interest in the Land

Schedules "A" & B" annexed

IN WITNESS whereof the Council and the Owner and the Applicants and the Chargee have executed this 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:-)



[Handwritten Signature]
Chairman of the Council

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

THE COMMON SEAL of)
MIDAS EIGHT HOLDINGS LIMITED)
was hereunto affixed in the)
presence of:-)

[Handwritten Signature]
Director

[Handwritten Signature]
Company Secretary Director

THE COMMON SEAL of STANDARD)
CHARTERED BANK (CI) LIMITED)
was hereunto affixed in the)
presence of:-)

[Handwritten Signature] DIRECTOR

[Handwritten Signature] DIRECTOR

Authorised Signatory

1523.

SIGNED as a DEED and)
DELIVERED by the said)
ANDREW MACLEAN PERRYMENT)
in the presence of:-)

Signature of witness)
Name)
Address)
[Handwritten Signature])
VINIT A. BATEL)
21 LIVERPOOL ST)
LONDON EC2)
SOLICITOR)
(Occupied...)

SIGNED as a DEED and)
DELIVERED by the said)
PAULA ANN PERRYMENT)
in the presence of:-)

Signature of witness)
Name)
Address)
[Handwritten Signature])
VINIT A. BATEL)
21 LIVERPOOL ST)
LONDON EC2)
SOLICITOR)

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Mark]

Date 3rd December 199.

WELWYN HATFIELD DISTRICT COUNCIL

and

MIDAS EIGHT HOLDINGS LIMITED
(and others)

AGREEMENT

under Section 106 of the Town and
Country Planning Act 1990 relating to
Warrenwood Cottages Kentish Lane
Brookmans Park Hatfield Hertfordshire

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