

THIS AGREEMENT dated the *Fifth* day of *May* One thousand Nine hundred and Eighty-*eight* is made between WELWYN HATFIELD DISTRICT COUNCIL of the Council Offices The Campus Welwyn Garden City Hertfordshire (hereinafter called "the Council") of the one part and GASCOYNE HOLDINGS LIMITED whose registered office is situate at 22 Charing Cross Road London WC2H 0HR (hereinafter called "the Company") of the other part

WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1971 as amended (hereinafter called "the Act") for the area within which the site described in the First Schedule hereto is situated
- (2) The Company are fee simple owners of the red land and the blue land free from incumbrances
- (3) The Company have by a written application numbered 6/283/87 and dated 9th April 1987 applied to the Council to convert part of the Salisbury Hotel at 15 The Broadway Hatfield Hertfordshire (hereinafter called "the premises") from hotel rooms to an office use together with additional off site parking
- (4) The Council is satisfied that the development disclosed by the said application no.6/283/87 is such as may be approved by the Council under the Act

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 52 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and in consideration of the covenants hereinafter appearing
2. The Council hereby approve the said development and use for the purposes of the Act

3. The Company hereby covenant with the Council to use the red land and the blue land as specified in the Second Schedule hereto
4. The expressions the Company shall include their respective successors in title
5. IT is hereby mutually agreed and declared that this agreement shall come into full force and effect six months from the date of the consent arising from the said application unless otherwise stated

IN WITNESS whereof the respective Common Seals of the parties were hereunto affixed the day and year first before written

THE FIRST SCHEDULE
hereinbefore referred to

ALL THAT land abutting the Broadway Hatfield shown edged blue on the plan (hereinbefore referred to as "the blue land") together with all that land abutting Church Lane Hatfield shown edged red on the plan (hereinbefore referred to as "the red land")

THE SECOND SCHEDULE
above referred to

The Company shall ensure

- (i) that the lessees or other persons from time to time occupying the premises and the offices and other accommodation the subject of the said written application (hereinafter called "the accommodation") do not allow any person employed (whether under a contract of services or a contract for services) in the premises or the accommodation to park any motor vehicle on the blue land
- (ii) that the said employees shall park the said motor vehicles on the red land
- (iii) that the red land shall provide car parking as set out in a letter dated 9th April 1987 sent by the Company to the Council and forming part of Planning Application No. 6/283/87

It had not been our intention to apply for planning permission at this stage for the office user, but it so happens that our tenants on the second floor of 17 The Broadway, a new business called Executive Selection Associates Limited, have been so successful that they are already bursting at the seams and would like to take on some additional floor space. We therefore propose to nominate this company as a potential tenant, although we would like to enable them to sublet the first floor as their present requirements would not extend to the total floor area available, but could well do so in the future. The chairman of the company has indicated that he may well relocate another of his companies into the first floor.

I very much hope that the Committee will look upon this application favourably as, should our tenants be unable to expand, it may be that they would have to look for alternative larger premises.

I enclose our cheque for £53.00 in connection with the planning application.

Yours faithfully,

[Redacted signature block]

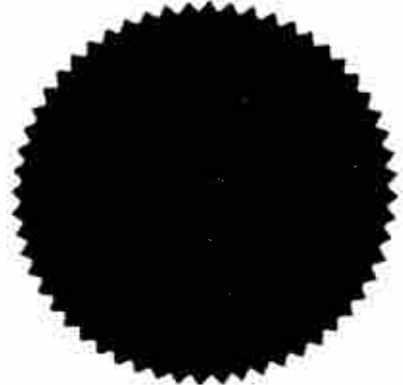
M.J. O'Lone

DIRECTOR

[Redacted signature block]

COMPANY SECRETARY

[Redacted signature block]



CHAIRMAN

[Redacted signature block]

CHIEF LEGAL OFFICER

[Redacted signature block]



11, 224

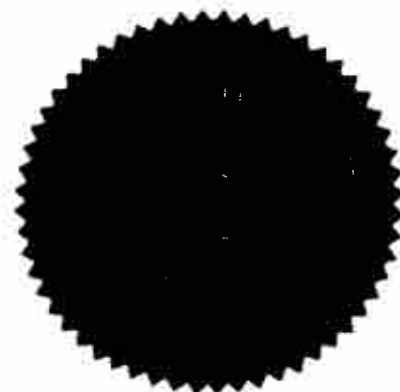
(iv) that the blue land is at all times available solely for the use of the visitors to the premises and the accommodation

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

Director:-



Company Secretary:-



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


Chairman of the Council


Authorised Officer



DATED 5th May, 1988

GASCOYNE HOLDINGS LIMITED

and

WELWYN HATFIELD DISTRICT COUNCIL

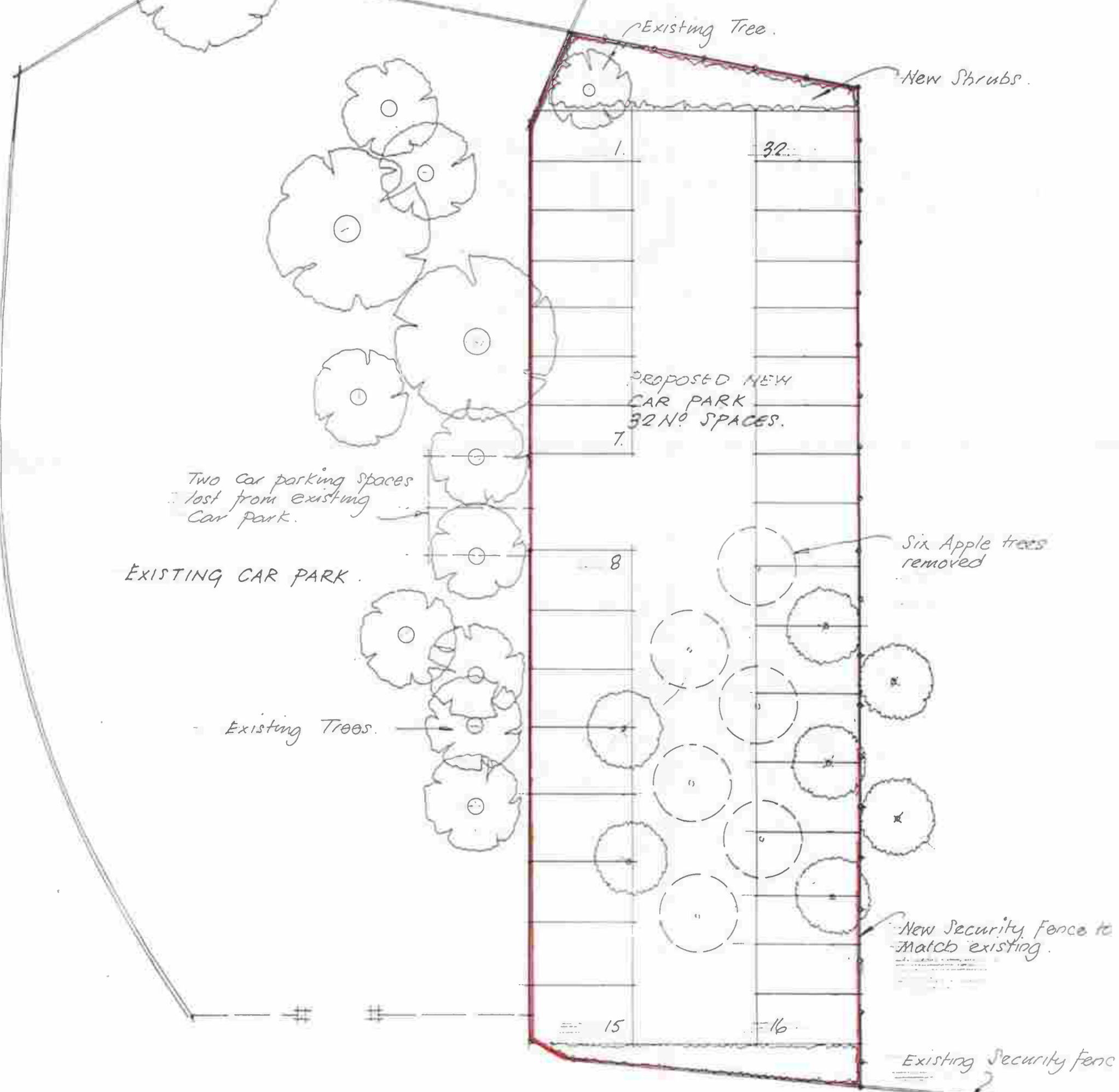
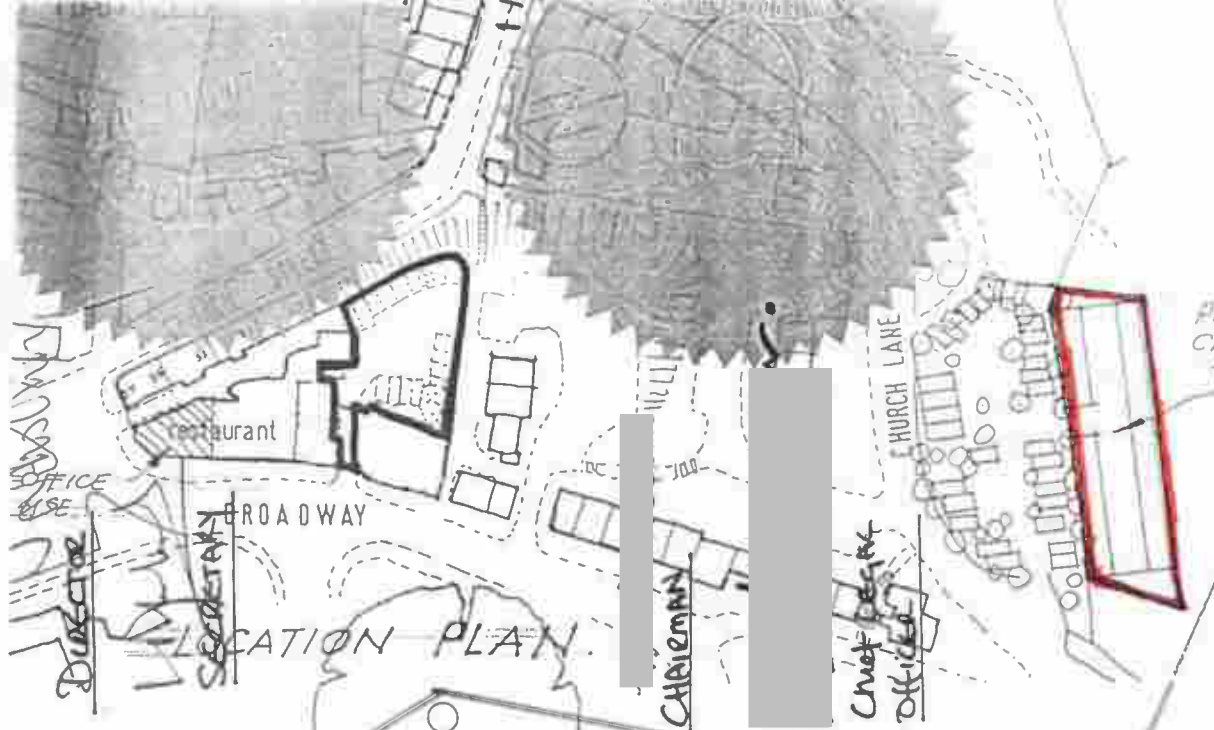
AGREEMENT UNDER SECTION 52 of
TOWN AND COUNTRY PLANNING ACT
1971 AND SECTION 323 OF THE LOCAL
GOVERNMENT (MISCELLANEOUS
PROVISION) ACT 1982

W.J.Anderson B.A. (Cantab)
Solicitor,
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE

WELWYN HATFIELD D.C.

RECEIVED ... 15 MAY 1987

561283187



The Louis de Soissons Partnership

DRWG NO 281 SK 11