

THIS AGREEMENT dated the 4th day of November One thousand Nine hundred and Eighty-seven 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 GRAHAM BARTLETT of The Warren Carbone Hill Northaw Hertfordshire (hereinafter called "the Owner") of the other part

WHEREAS

(a) 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 property described in the First Schedule hereto (hereinafter called "the Property") is situated

(b) The Owner is the owner in fee simple in possession free from encumbrances of the Property

(c) The Owner has by a written application No. C6/013/87 applied to the Council for permission to construct a single detached dwelling at the Property for occupation by an agricultural worker (hereinafter called "the House") which is for the purposes of identification shown coloured yellow on the Plan marked 'B' annexed hereto in accordance with the plans specifications and particulars deposited with Council

(d) The Council is concerned over the state of repair and condition of the Grade II Listed Barn situate at the Property (hereinafter called "the Barn") which is for the purposes of identification shown coloured blue on the Plan marked 'B' annexed hereto and hereinafter called "the Barn)

(e) The Council is satisfied that the development disclosed by the said application no. 6/013/87 is such as may be approved by the Council under the Act

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement and the covenants contained herein are made under and pursuant to Section 52 of the Act 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

2. In consideration of the Owner entering into this Agreement the Council hereby agrees to

- (i) grant conditional Planning Permission to the Owner for the development described in application no.C6/574/86

3. The Owner hereby covenants

- (i) to carry out the said works and development permitted by the said Planning Permission in strict conformity with the said plans specifications and particulars and to use the Property in accordance with this Agreement and not otherwise

- (ii) to carry out and to complete to the reasonable satisfaction of the Council's Chief Planning Officer the works of repair listed in the second schedule hereto to the Barn within 3 months of the occupation of the House

- (iii) that the occupation of the House shall be limited to a person employed or last employed locally in agriculture as defined in Section 290(1) of the Town and Country Planning Act 1971 or in forestry or a dependent of such person residing with him (but including a widow or widower of such person)

- (iv) To pay the Council's reasonable legal fees in connection with this agreement

4. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has hereunto set his hand and seal

THE FIRST SCHEDULE

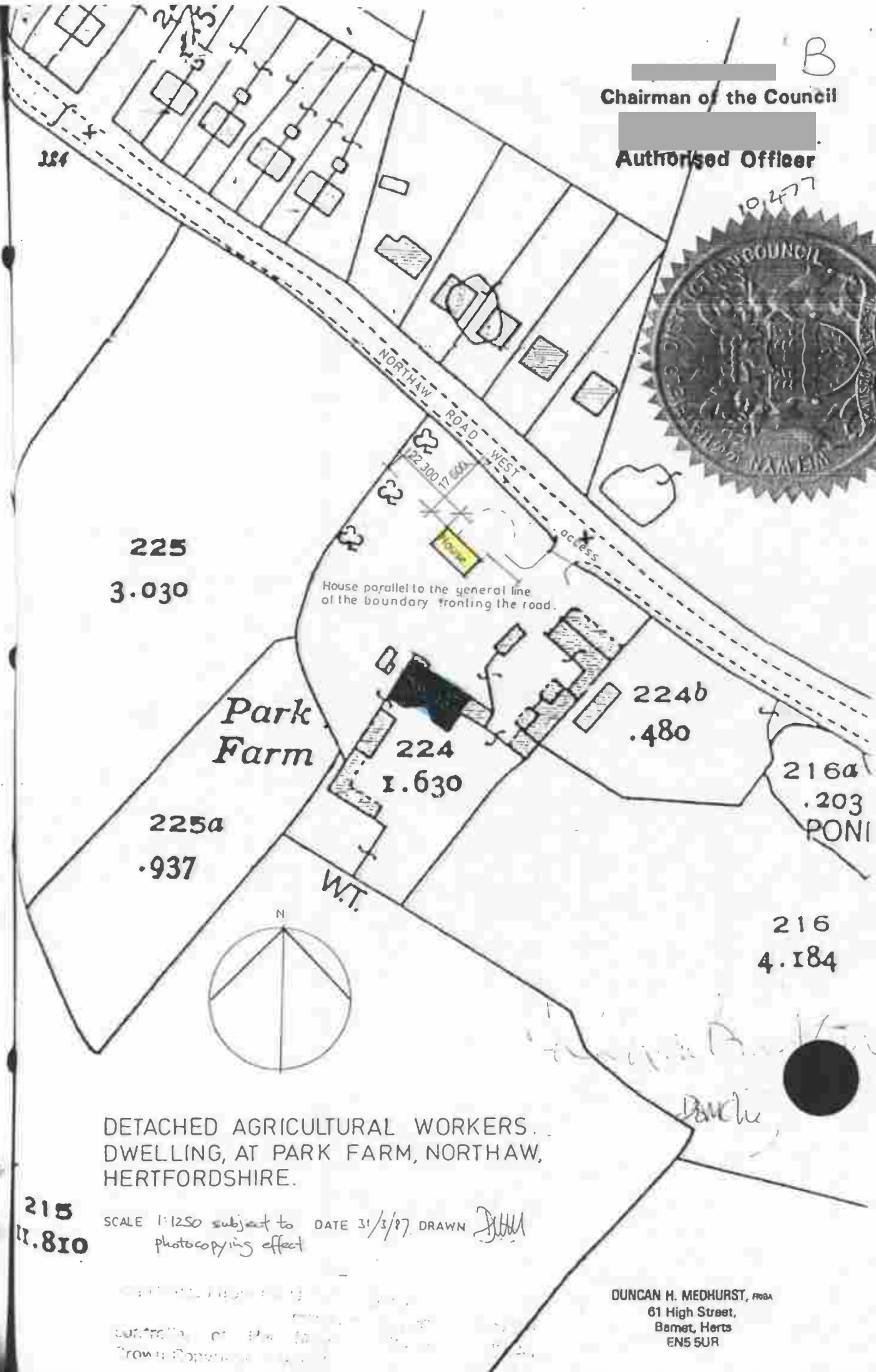
ALL THAT parcel of land together with the buildings thereon known as Park Farm which is for the purposes of identification shown edged red on the plan marked A annexed hereto

B

Chairman of the Council

Authorised Officer

10477



225
3.030

Park Farm

224
1.630

224b
.480

225a
.937

216a
.203
PONI

216
4.184

DETACHED AGRICULTURAL WORKERS DWELLING, AT PARK FARM, NORTHAW, HERTFORDSHIRE.

215
11.810

SCALE 1:1250 subject to DATE 31/3/87. DRAWN *JHM*
photocopying effect

DUNCAN H. MEDHURST, FROBA
61 High Street,
Barnet, Herts
EN5 5UR

THE SECOND SCHEDULE

1. To strip the existing roof slates and tiles and to re-slate. It is assumed for the purposes of this report that the existing battens can be re-used and that slates salvaged from the stripping and from the demolition of the annexe at present attached to the northern flank wall of the barn can be used in the re-slating process. Some new slates, however, will be required.
2. To remove and replace areas of defective, broken, rotted or missing wall cladding and framing members, including studwork and part of the sole plate.
3. Reconstruction of the brick plinth where necessary.
4. Pointing of the walls to the kiln area at the rear.
5. Reframing and slating of the roof over the kiln area.
6. Provide and hang 2 no. pairs of ledged, braced and framed doors to the existing openings, to match the existing walls

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



[Redacted]
Chairman of the Council

[Redacted]
Authorised Officer

SIGNED SEALED AND DELIVERED
by the said GRAHAM BARTLETT
in the presence of:-

[Redacted]
[Redacted]
[Redacted]



DATED 4th November 1987

WELWYN HATFIELD DISTRICT
COUNCIL

and

GRAHAM BARTLETT

AGREEMENT UNDER SECTION 52 of
TOWN AND COUNTRY PLANNING ACT
1971

relating to Park Farm Northaw Hertfordshire

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