

THIS AGREEMENT is made the *first* day of *September* 1986

BETWEEN

WELWYN HATFIELD DISTRICT COUNCIL of the Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE (hereinafter called "the Council") of the first part

and

NORTHAW PLACE PROPERTIES LIMITED whose registered office is situate at 7 Portland place, London, W1N 3AA (hereinafter called "the Owner") of the other part

WHEREAS:

- (1) The Owner is the freehold owner of the land and premises situate at Northaw Place, Coopers Lane, Northaw, Hertfordshire (hereinafter called "the land") which is for the purpose of identification shown edged red on the plan annexed hereto
- (2) 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 in which the land is situate
- (3) The Owner has by a written application numbered S6/363/85 applied to the Council for planning permission to convert and extend the buildings situate on the land to provide 7 dwellings in accordance with the plans and particulars deposited with the Council (hereinafter called "the Development")

- (4) The owner has by a further application numbered S6/368/85LB applied for Listed Building Consent in respect of the Development

NOW THIS DEED WITNESSETH

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 grant conditional planning permission to the Owner for the Development and the company hereby covenants that:-
 - (a) It will appoint with the agreement of the Council an independent expert on the subject of wall paintings (hereinafter called "the Expert") to assess the condition of the paintings on the staircase walls and ceilings and the painted wooden panels situated above the fireplaces of the two ground floor rooms in one of the buildings on the land known as the Main House

 - (b) It will make available to the Council the report of the Expert which should contain a specification for the restoration of the paintings together with an assessment of the cost

 - (c) It will arrange for the work detailed in the specification for the restoration of the paintings to be carried out under the supervision of the Expert such works to be carried out prior to the completion of the Development

(d) It will arrange for the Expert to prepare a schedule of requirements for the future maintenance and protection of the paintings once restored to be agreed by the Council

(e) The said paintings having been restored in accordance with this agreement should thereafter be maintained by the owner for the time being of the dwelling containing the said paintings in accordance with the schedule referred to above

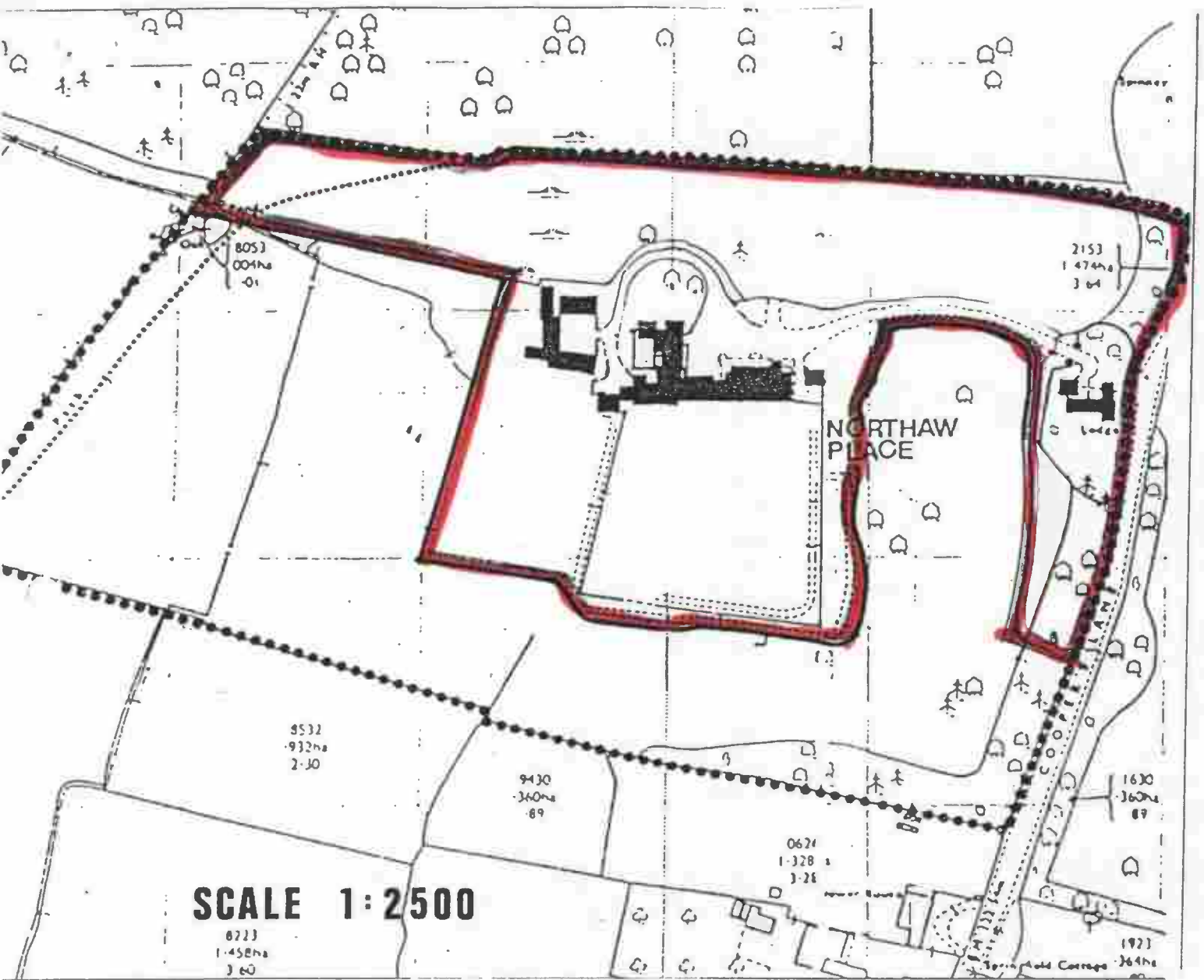
(f) The existing clock and its mechanism in the building known as the Coach House situated on the land will be retained and maintained in full working order by the owner for the time being of the dwelling containing the said clock

3. The Owner hereby agrees to the exclusion of all rights which might otherwise exist under the provisions of the Town and Country Planning General Development Order 1977 (or any order revoking amending or re-enacting that order) and forgoes any right to compensation in respect of such restrictions on development

4. The Owner agrees to establish a Management Company to be responsible for the future maintenance of the land

5. The Company agrees to impose mutually enforceable covenants on the sales of off the new dwellings to ensure the reasonable maintenance of all parts of the buildings (as converted and extended) situated on the land

6. The Council hereby agrees to grant conditional listed building consent to the company subject to the Secretary of State's right to intervene



6/368/85

7. The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns
8. The Owner hereby agrees to pay the Council's reasonable legal charges in connection with the preparation of this agreement

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

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

[Redacted]
 Chairman of the Council

[Redacted]
 Authorised Officer



THE COMMON SEAL of NORTHAW)
 PLACE PROPERTIES LIMITED was)
 hereunto affixed in the)
 presence of:-)

Director [Redacted]

Secretary [Redacted]



DATED 1st September 1986

WELWYN HATFIELD DISTRICT
COUNCIL

and

NORTHAW PLACE PROPERTIES
LIMITED

SECTION 52 AGREEMENT
relating to land and
properties at
Northaw Place

W.J. Anderson
Chief Legal Officer
The Council Offices
The Campus
Welwyn Garden City
Herts
AL8 6AE