

THIS AGREEMENT is made the *twenty fifth* day of *August* 1987
One thousand Nine hundred and Eighty-seven between WELWYN HATFIELD
DISTRICT COUNCIL of the Council Offices The Campus Welwyn Garden
City Hertfordshire (hereinafter called "the Council") of the one part and
HITCHINS (HATFIELD) LIMITED whose registered office is situate at 2
Cecil Court London Road Enfield Middlesex (hereinafter "the Owner") of
the other part:-

WHEREAS

- (1) In this Agreement the following terms shall have the following meanings:
- (a) "the Land" shall mean the freehold land shown and edged with red on the plan of title number HD197362 filed at H.M. Land Registry known as Northaw Place Coopers Lane Potters Bar Hertfordshire
 - (b) "the Drawing" shall mean drawing number NHA/206SK.8 annexed hereto
 - (c) "the Building" shall mean the building shown and edged with red on the Drawing known as Plot 1 Northaw Place Estate
 - (d) "the Development" shall mean the restoration conversion and extension of the present buildings (including the Building) situate on parts of the Land to provide four dwellings and the erection of five new dwellings with garages on other parts of the Land
 - (e) "the Paintings" shall mean that those paintings on the staircase walls and ceilings in the Building
 - (f) "the Expert" shall mean the Studio Conservation of Paintings of Chapel Street Berkhamsted Hertfordshire or such other independent expert on wall paintings as shall be appointed by the Owner with the agreement of the Council

(g) "the Experts Report" shall mean a report by the Expert (to be agreed with the Council) as to the present condition of the Paintings recommendation and specification for the restoration of the Paintings and recommendation for the future protection and maintenance of the Paintings

(h) "the Works" shall mean the works detailed in the Expert's Report for the restoration of the Paintings

AND the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns.-

(2) The Owner is registered as the Proprietor of the Land with Title Absolute.-

(3) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1971 (as amended) for the area in which the Land is situate -

(4) The Owner has by a written application No. S6/971/86 applied to the Council for Planning Permission for the Development in accordance with the plans and particulars deposited with the Council -

(5) The Owner has by a further written application No. S6/970/86/LB applied to the Council for Listed Building Consent for part of the Development in accordance with further plans and particulars deposited with the Council:-

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement and the covenants contained herein are made under and pursuant to Section 52 of the Town and Country Planning Act 1971 (as amended) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

H.M. LAND REGISTRY

HD197362

ORDNANCE SURVEY PLAN REFERENCE TL 2702 TL 2602

Scale 1:2500

COUNTY HERTFORDSHIRE DISTRICT WELWYN HATFIELD

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The boundaries shown by dotted lines have been plotted from the transfer plan. The site plan may be updated from later survey information.



HM Land Registry This is a reduced scale copy of the filed plan. The scale of the original filed plan is shown in the heading; see below for the scale of this copy.

Scale of original	Scale for use with this office copy
1/1250	
1/2500	



LAND TO WHICH S.52 RELATES.

2. In consideration of the Owner entering into this Agreement the Council hereby agrees to grant to the Owner -
 - (a) Planning Permission for the Development subject to the conditions set out in the First Schedule hereto
 - (b) Listed Building Consent for part of the Development subject to the conditions set out in the Second Schedule hereto
3. The Owner hereby covenants with the Council that it will:
 - (a) Arrange for the Works to be carried out under the supervision of the Expert and to be completed prior to the completion of the Development and
 - (b) Following completion of the Works arrange for the protection and maintenance of the Paintings in accordance with the Expert's Report -
4. The Owner hereby authorises the Council by its contractors to enter the Building to complete the Works the Council causing the minimum possible disruption to the Land and to the Building and to the respective occupiers thereof and the reasonable costs of completing the Works shall be recoverable from the Owner or its surety under the Bond of even date herewith PROVIDED ALWAYS that the Council shall not be entitled to exercise the right of entry hereby granted unless and until the Owner shall have defaulted in carrying out the Works.-
5. The Owner hereby agrees with the Council to phase the works necessary to carry out the Development in such a manner that
 - (a) The penultimate plot to be built of Plots A to E inclusive shown on the Drawing shall not be completed beyond the first fix unplastered stage (as such as phrase is generally understood by the building trade) until such time as the works of restoration conversion and extension of
 - i) All of the Plots 2, 3 and 4 shown on the Drawing
or

ii) Plot 1 shown on the Drawing

(whichever shall be the earlier) have been substantially completed to the reasonable satisfaction of the Councils Chief Planning Officer and

(b) The last Plot to be built of the said Plots A to E inclusive shall not be completed beyond the first fix unplastered stage until such time as all the works of restoration conversion and extension of all of the said Plots 1 to 4 inclusive have been substantially completed to the reasonable satisfaction of the Councils Chief Planning Officer.-

6. The Owner hereby confirms its agreement to the exclusion to be contained in Condition 6 of the Planning Permission for the Development 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 hereby foregoes any right to compensation in respect of such exclusion
7. The Owner hereby agrees with the Council that prior to completion of the Development it will establish a Management Company which will be responsible for the future maintenance of the areas to be laid out on the Land for the common use of future owners lessees and occupiers of the various parts of the Land:-
8. The Owner hereby agrees with the Council that it will:
 - (a) Lay out the central area of the Land substantially in accordance with the Drawing or any revision thereto which shall have previously been approved by the Council in its capacity as the Local Planning Authority and

(b) Offer to sell or let each of the Plots shown on the Drawing or any revision thereto subject to a stipulation which shall provide for the future reasonable maintenance of such Plot and the building erected on part thereof and with the benefit of the covenants entered into by the purchasers or lessee of the other Plots and shall cause each purchaser or lessee in his transfer or lease to enter into a covenant for the benefit of the Land (other than the Plot thereby transferred or demised) and each and every part thereof to observe and perform such stipulation.-

9. The Owner hereby agrees to contribute the sum of £100 towards the Councils legal costs 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 FIRST SCHEDULE

PLANNING CONSENT CONDITIONS

1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

REASON To comply with the requirements of section 41 of the Town and Country Plann Act 1971.

2. The new residential development hereby approved shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, layout design and external apperance of the building(s) and the means of access thereto and the landscaping of the site which shall have been approved by the Local Planning Authority or in default of agreement by the Secretary of State for the Environment before any development is commenced.

REASON To comply with the provisions of Regulation 5(2) of the Town and Country Planning General Development Order 1973:

3. The development shall only be carried out in accordance with a landscaping scheme which shall be submitted to and approved in writing by the Local Planning Authority before the development commences. The scheme shall show:-

- (1) which existing trees, shrubs and hedges are to be retained to removed
- (2) what new planting is proposed, together with details of the species, size and method of planting
- (3) what measures are to be taken to protect both new and existing landscaping during and after development.

The scheme approved shall be implemented and completed in all respects by not later than the planting season following completion of the development, and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damage or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation

REASON To enhance the appearance of the development and to minimise any loss of visual amenity resulting from it.

4. No fences, walls, hedges or other means of enclosure shall be erected or planted until such time as a scheme has been submitted to and approved by the Local Planning Authority and any such fences or means of enclosure shall be constructed in accordance with the approved scheme.

REASON To ensure that appropriate styles of fencing and enclosure are used, which do not affect the setting of the Listed Building.

5. No trees shall be felled, lopped, topped, damaged or otherwise destroyed, without the prior consent in writing of the Local Planning Authority.

REASON The existing trees represent an important visual amenity which the Local Planning Authority consider should be substantially maintained

6. Notwithstanding the provisions of the Town and Country Planning General Development Order 1977 (or any Order revoking or re-enacting that Order) the provisions of Class I and II of Schedule 1.1 to that Order shall not apply to any dwelling constructed as part of this consent.

REASON To ensure that any alterations to the buildings can be fully considered in relation to other buildings on the site and the character of the Listed Building.

THE SECOND SCHEDULE

LISTED BUILDING CONSENT CONDITION

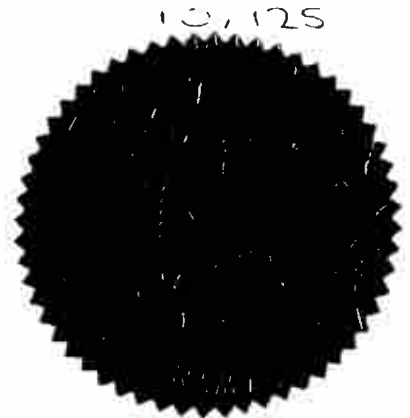
1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.

REASON To comply with the requirements of Section 56A (1) of the Town and Country Planning Act 1971 as amended.

2. The external surfaces of all new buildings, alterations or other work shall be only of materials which match those of the existing buildings adjacent to the works and all brickwork and mortar shall be of a type, colour and bond to match that existing. Samples of all materials shall be submitted to and approved in writing by the Local Planning Authority before any work commences

REASON To ensure that all materials are in keeping with the Listed Building.

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




Chairman of the Council

Authorised Officer 

THE COMMON SEAL of HITCHINS)
(HATFIELD) LIMITED)
was hereunto affixed in)
the presence of:-)

Director



Secretary



DATED 25th August 1987

WELWYN HATFIELD DISTRICT
COUNCIL

and

HITCHINS (HATFIELD) LIMITED

AGREEMENT UNDER SECTION 52 OF THE
TOWN AND COUNTY PLANNING ACT 1971

relating to land and properties at Northaw
Place Coopers Lane Potters Bar

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