

DATED *25th November* 2005

- (1) **GLENDAN PROPERTIES LIMITED**
- (2) **THE ROYAL BANK OF SCOTLAND**
- (3) **INVESTEC BANK (UK) LIMITED**
- (4) **WELWYN HATFIELD DISTRICT COUNCIL**

AGREEMENT

**under Section 106 of the
Town and Country Planning Act 1990
relating to land at Bedwell Park
Essendon Hertfordshire**



FORSTERS



**31 Hill Street
London W1J 5LS
Tel: 020 7863 8333
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Email: Mail@Forsters.co.uk
Ref: MDC/EP/23853/22**

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THIS AGREEMENT is made the *twenty-fifth* day of *November* 2005

BETWEEN:

- (1) **GLENDAN PROPERTIES LIMITED** (incorporated in the British Virgin Islands) whose address for service in the United Kingdom is c/o Forsters 31 Hill Street London W1J 5LS (hereinafter called "**the Developer**" which expression where the context so admits shall include its successors in title) of the first part
- (2) **THE ROYAL BANK OF SCOTLAND** whose registered office is at 36 St Andrew Square Edinburgh EH2 2YB (hereinafter called "**the First Mortgagee**") of the second part
- (3) **INVESTEC BANK (UK) LIMITED** whose registered office is at 2 Gresham Street London EC2V 7QP (hereinafter called "**the Second Mortgagee**") of the second part ✓
- (4) **WELWYN HATFIELD DISTRICT COUNCIL** of Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE (hereinafter called "**the Council**" which expression shall include any successor local planning authority exercising planning powers under the 1990 Act) of the fourth part

WHEREAS:

- (1) The Developer is registered at The Land Registry as freehold owner of part of the Land under Title Numbers HD267726 and HD413941 and is a freehold owner of the remainder of the Land by virtue of a transfer of even date herewith and made between Tokyo Leisure Development Company (1) and the Developer (2) and the boundaries of the Land are delineated for the purposes of identification only shown edged in red on Plan 1
- (2) The Land is subject to a charge dated 28 November 2002 made between the Developer and the First Mortgagee and to a charge dated 28 November 2002 made between the Developer and the Second Mortgagee but is otherwise free from financial encumbrances and the First Mortgagee and the Second Mortgagee consent to their respective interests in the Land being bound by the provisions of this Agreement
- (3) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area within which the Land is situated
- (4) On 21 October 2004 the Council resolved that subject to an Agreement under Section 106 of the 1990 Act being entered into containing the planning obligations hereinafter appearing the Planning Permission and the Listed Building Consent may be issued

NOW THIS DEED WITNESSETH as follows:

1. Section 106 Planning Obligations

- 1.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act and the positive and restrictive covenants on the part of the Developer in this Agreement shall be taken to be planning obligations for the purposes of Section 106 of the 1990 Act and so as to bind the Land and may be enforced by the

Council against the Developer and all persons deriving title from the Developer subject to the provisions of Clause 2

2. **Successors in Title**

It is hereby agreed between the parties hereto that the Developer and its successors in title shall upon transferring the whole or any part of its freehold interest in the Land be released from all obligations and duties under this Agreement in relation to the freehold said interest or part thereof as the case may be but without prejudice to any right of action or remedy that the Council might have in relation to any antecedent breach of any obligation contained in this Agreement **PROVIDED ALWAYS THAT** the release given by this Clause shall not apply in the event that the freehold of the Former Clubhouse Land is sold in breach of the provisions of Clause 9

3. **Interpretation**

3.1 In this Agreement the following expressions shall where the context so admits have the following meanings:

"**1990 Act**" means the Town and Country Planning Act 1990

"**Commencement Date**" means the date that Planning Permission is Implemented

"**Development**" means the development of the Land pursuant to the Planning Permission and shall be deemed to refer to any substantially similar development for which planning permission is granted for the renewal substitution or amendment of the Planning Permission and to any development in respect of which details have been submitted to and approved by the Council pursuant to the Planning Permission

"**Dwelling Units**" means any residential apartment or house as identified in the plans approved by and pursuant to the Planning Permission

"**Expert**" means an independent person appointed in accordance with the provisions of Clause 11 to determine a dispute

"**Former Clubhouse Land**" means that part of the Land forming the historic boundaries of the listed building known as former Bedwell Park House shown edged red on Plan 1 and comprising the former Bedwell Park House and the Landscape Area

"**Former Clubhouse Restoration Works**" means those plans specifications and details to be approved under the Listed Building Consent Application (as hereinafter defined) which relate to the restoration of the listed building known as the former Bedwell Park House within the Land

"**Implement**" / "**Implemented**" means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act but excluding:

- (i) demolition works
- (ii) site clearance works
- (iii) site reclamation works

- (iv) site remediation works
- (v) the erection of fencing by way of enclosure

"**Land**" means land at Bedwell Park Essendon Hertfordshire shown edged ^{green} ~~red~~ on Plan 1

"**Landscape Area**" means the area of historic landscape within the Former Clubhouse Land which is shown edged in ^{orange} ~~red~~ on Plan 2

"**Listed Building Consent Application**" means the application for listed building 27 June 2003 and which was given reference number S6/2003/942/LB for the conversion, refurbishment of the former golf clubhouse to ten (10) apartments conversion of the existing courtyard buildings to four (4) dwellings retention of the existing east cottage erection of nine (9) dwellings adjacent to the main house erection of one new dwelling within the walled garden with new garage staff flat plus associated garaging parking and landscaping and selected demolition of modern extensions to the walled garden cottage and main house

"**Listed Building Consent**" means the decision notice of the Council of even date herewith approving the Listed Building Consent Application a draft of which decision notice is annexed hereto at Appendix 2 and any subsequent decision notice issued approving a listed building consent application for the renewal amendment or in substitution for such decision notice

"**Management Company**" means a limited liability company (to be known as the Bedwell Park Estate Management Company) whose objectives and tasks shall be those set out in Part I of the First Schedule and whose membership shall be as set out in Part II of the First Schedule and the procedure for decision making shall be as set out in Part III of the First Schedule

"**Management Plan**" means proposals for the maintenance and management of the Former Clubhouse and the Landscape Area proposals for the preparation of a landscape management and development plan and proposals to prevent the erection of any incidental buildings structures hardstandings or any other form of additional buildings (whether temporary or permanent in character) within the Former Clubhouse Land

"**Occupation**" means the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expression "**Occupy**" shall be construed accordingly

"**Plan 1**" means the plan annexed hereto and marked "Plan 1"

"**Plan 2**" means the plan annexed hereto and marked "Plan 2"

"**Planning Application**" means the application for full planning permission 27 June 2003 and which was given reference number S6/2003/941/FP for the conversion, refurbishment of the former golf clubhouse to ten (10) apartments conversion of the existing courtyard buildings to four (4) dwellings retention of the existing east cottage erection of nine (9) dwellings adjacent to the main house erection of one new dwelling within the walled garden with new garage staff flat plus associated garaging parking and

landscaping and selected demolition of modern extensions to the walled garden cottage and main house

"Planning Permission" means the decision notice of the Council of even date herewith approving the Planning Application a draft of which decision notice is annexed hereto at Appendix 2 and any subsequent decision notice issued approving a planning application for the renewal amendment or in substitution for such decision notice

"Walled Garden House" means the new build house to be situated within the Walled Garden Land and includes the existing Walled Garden Cottage and a detached garage with staff accommodation above as identified in the plans approved by and pursuant to the Planning Permission

"Walled Garden Land" means that part of the Land forming the historic boundaries of the building known as the Walled Garden Cottage and shown edged blue on Plan 1

"Walled Garden Restoration Works" means those plans specifications and details to be approved under the Listed Building Consent which relate to the restoration of the building known as the Walled Garden Cottage and other landscaping works within the Walled Garden Land and for the avoidance of doubt "Walled Garden Restoration Works" shall include (but without limitation) the rebuilding or refurbishment (as appropriate) of the entirety of the existing wall enclosing the Walled Garden Land and shall also include the rebuilding or refurbishment and planting (as appropriate) on the entirety of the Pulhamite rockery abutting the Walled Garden Land

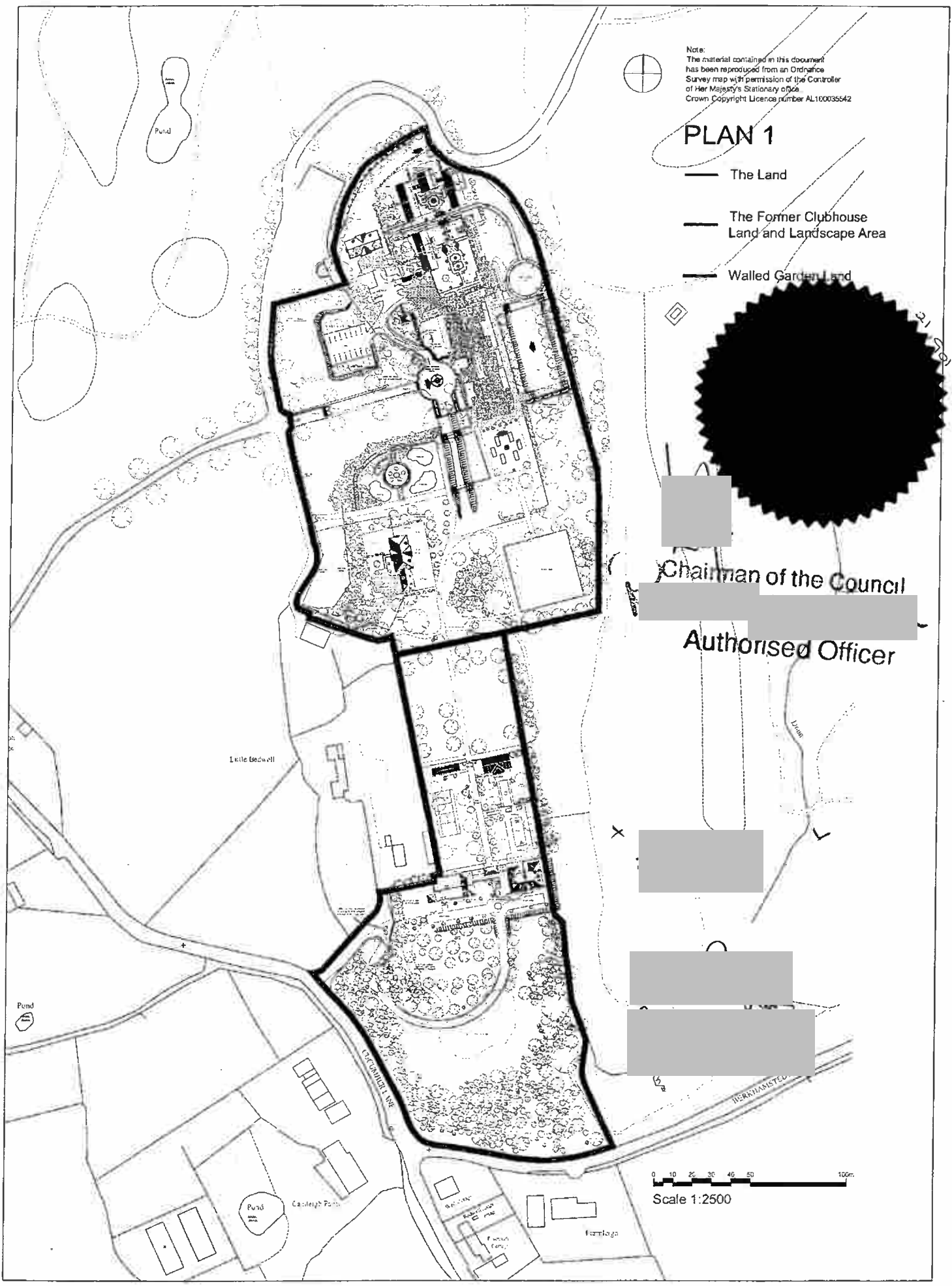
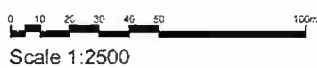
- 3.2 Where in this Agreement reference is made to a Clause Paragraph Schedule Plan or Recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Agreement or in the case of a plan a plan annexed to this Agreement
- 3.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner
- 3.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction
- 3.6 Any reference to an Act of Parliament shall include any modification extension re-enactment or substitution thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 3.7 Where the agreement approval consent confirmation or an expression of satisfaction is required by the Developer under the terms of this Agreement from the Council that agreement approval consent confirmation or expression of satisfaction shall be given in writing and the Developer shall discharge the Council's reasonable costs incurred in issuing any such approval consent confirmation or expression of satisfaction which costs

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PLAN 1

- The Land
- The Former Clubhouse
Land and Landscape Area
- Walled Garden Land

Chairman of the Council
Authorised Officer



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PLAN 2

--- Landscape Area

Courtyard House

Tennis Court House

Little Broomfield

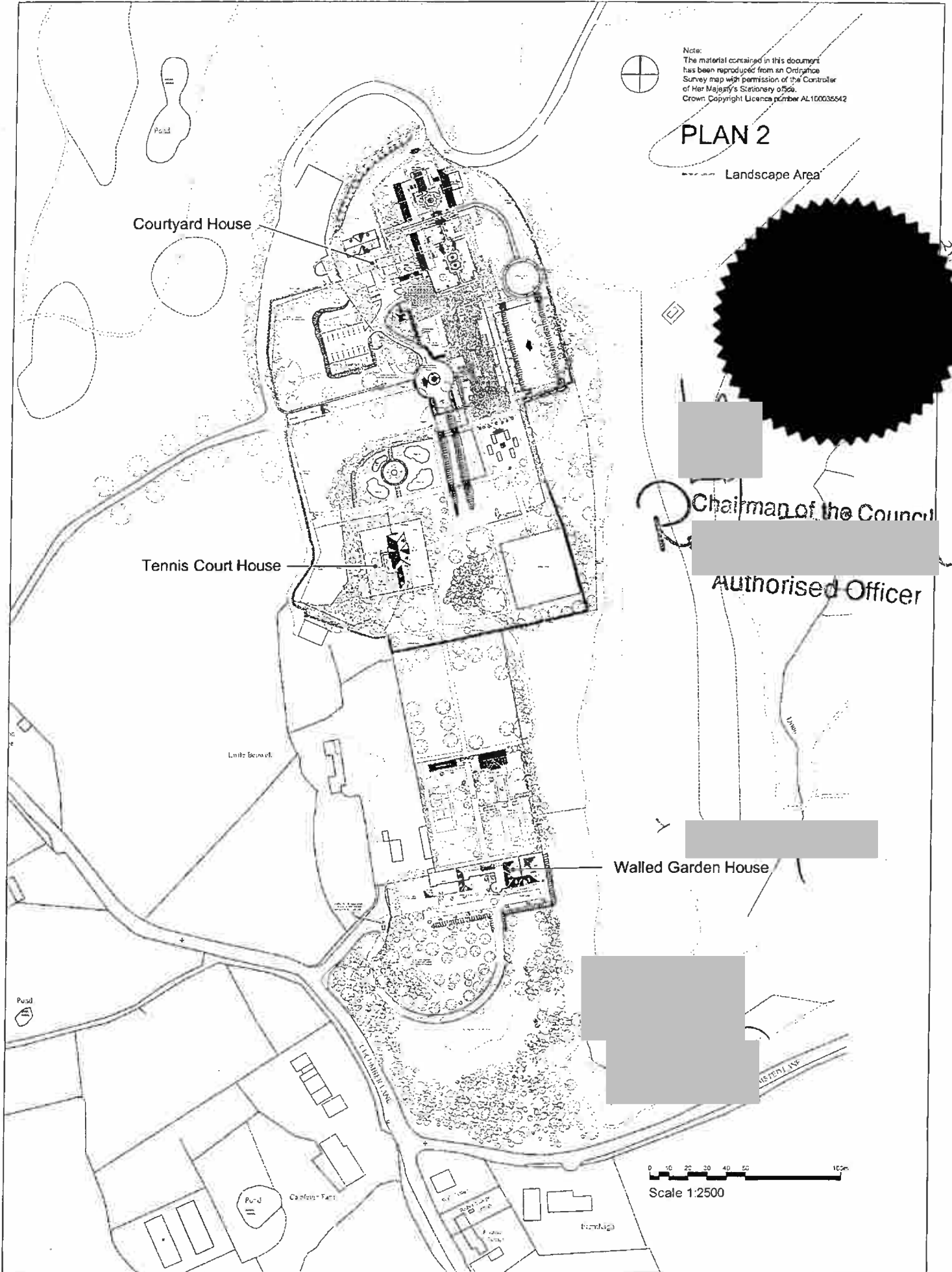
Walled Garden House

Chairman of the Council

Authorised Officer

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Scale 1:2500



shall include those of any independent consultant or professional adviser engaged by the Council

3.8 Headings contained in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate

4. **General Provisions**

4.1 In the event of the Planning Permission or the Listed Building Consent expiring before the Commencement Date or in the event of the revocation of the Planning Permission or the Listed Building Consent by the Council or any other authority having power so to do or in the event of the quashing of the Planning Permission or the Listed Building Consent or modification thereof by any statutory procedure without the consent of the Developer the planning obligations entered into by the Developer under this Agreement shall thereupon cease and determine absolutely

4.2 It is hereby agreed between the parties hereto for the avoidance of doubt that nothing in this Agreement shall prohibit or limit the right of the Developer to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) that may be granted whether or not on appeal either before or after the date of this Agreement unless the implementation of such a planning permission would be in breach of the obligations contained in this Agreement

4.3 Where any planning obligation in this Agreement has been performed the Council will if so requested by the Developer and at the Developer's sole cost issue a certificate to that effect and cause a certificate to that effect to be appended to this Agreement so as to be apparent to anyone considering the Agreement

4.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement

4.5 If any provision in this Agreement shall be held to be invalid illegal or unenforceable by a Court of competent jurisdiction the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired but subject to any Order of such Court

5. **Commencement**

5.1 It is hereby agreed between the parties hereto that this Agreement is conditional upon the grant of the Planning Permission and the Listed Building Consent (which shall be issued by the Council on the date hereof) and subject to that conditionality being satisfied the provisions of Clauses 6-8 (inclusive) shall take effect upon the Commencement Date and the provisions of Clauses 1-5 and 9-14 (inclusive) shall take effect on the date hereof

5.2 The Developer hereby covenants with the Council that it will so far as is reasonably practicable give:

- (a) not less than twenty eight (28) days prior notice in writing to the Council of the proposed Commencement Date and
- (b) not less than twenty eight (28) days prior notice in writing to the Council of the date of the proposed first Occupation of the Development

6. Management Company

- 6.1 The Developer hereby covenants with the Council that it will not Occupy the Development or any part thereof until such time as a Management Company has been formed and until details of that Management Company have been submitted to and approved by the Council
- 6.2 The Developer hereby covenants with the Council that it will administer the Management Company for the first twelve (12) calendar months of its operation at its own expense and thereafter it will procure that the Management Company shall be funded by annual contributions made by individual landowners within the Development in accordance with a scheme to be submitted to the Council for its approval in writing prior to the expiry of the period of twelve (12) calendar months aforesaid and in considering whether to approve the scheme as aforesaid the Council will need to be satisfied that the proposed contributions will be sufficient to cover the costs of the annual administration and maintenance of the Former Clubhouse Land and the Developer will at its own expense furnish either the Council or its independent consultant or other professional advisor with such evidence as it or they shall reasonably require to give effect to the provisions of this clause 6.2

7. Management Plan

- 7.1 The Developer hereby covenants with the Council that it will not Implement the Development until it has submitted a Management Plan to the Council for its approval and the Management Plan has been approved provided always that the Management Plan shall be submitted to the Council within 6 months of the date hereof
- 7.2 The Developer hereby covenants with the Council that it will procure that the Management Company once formed shall put into effect and comply with the approved Management Plan to the reasonable satisfaction of the Council but for the avoidance of doubt if the Council(acting reasonably shall so require) the Developer shall at its own cost put into effect and comply with the approved Management Plan in the period elapsing between the Council's approval pursuant to clause 7.1 hereof and the formation of the Management Company pursuant to clause 6.1 hereof
- 7.3 It is hereby agreed between the Developer and the Council that the Management Plan and the implementation strategy for the Management Plan shall be reviewed every five (5) years beginning on the date five (5) years after the date of the first approval of the Management Plan to ascertain whether the Management Plan has been effective in safeguarding the historic fabric and character of the Former Clubhouse Land and its landscape and at any review in the event that the Developer and the Council consider that the Management Plan could be improved or made more effective they shall jointly consider any reasonable amendments to the Management Plan suggested by either of them to improve it or to make it more effective within a timescale to be agreed between them

7.4 In the event that the Developer and the Council cannot agree any suggested improvements or amendments to the Management Plan as part of any review within the agreed timescale or cannot agree the timescale a dispute shall be deemed to have arisen which shall be referred to an Expert for determination pursuant to Clause 11

8. **Restoration Works**

The Developer hereby covenants with the Council that it will not Occupy any of the Dwelling Units within the Development until such time as the Former Clubhouse Restoration Works and the Walled Garden Restoration Works have been carried out and completed to the reasonable satisfaction of the Council **EXCEPT THAT** the Developer shall be entitled to Occupy the three proposed detached houses as follows:

- (a) the proposed Dwelling Unit labelled "Courtyard House" on Plan 2
- (b) the proposed Dwelling Unit labelled "Tennis Court House" on Plan 2 and
- (c) the proposed Dwelling Unit labelled "Walled Garden House" on drawing Plan 2

PROVIDED ALWAYS that if the aforesaid detached houses are occupied before the Former Clubhouse Restoration Works and the Walled Garden Restoration Works have been completed then the Former Clubhouse Restoration Works and the Walled Garden Restoration Works shall be completed within 12 months of the occupation of the first of the detached houses and notwithstanding the provisions of clause 2.1 hereof (which shall not apply to this part of this clause 8) the Developer shall be under a continuing liability to complete the Former Clubhouse Restoration Works and the Walled Garden Restoration Works at its own cost

9. **Non-Severance**

9.1 The Developer hereby covenants with the Council not to transfer or dispose of the freehold interest in the Former Clubhouse Land other than to one purchaser **SAVE THAT** this shall not prevent the sale or leasing of the Dwelling Units the Development to individual purchasers of the Dwelling Units

9.2 The Developer hereby covenants with the Council not to transfer or dispose of the freehold interest in the Walled Garden Land other than to one purchaser **SAVE THAT** this shall not prevent the sale or leasing of the Dwelling Units in the Development to individual purchasers of the Dwelling Units

10. **Service Provisions**

10.1 Any notice or other written communication to be served upon or given by one party to the other under the terms of this Agreement shall be deemed to have been validly served or given if sent by recorded delivery post to the party upon whom it is to be served or as otherwise notified for the purpose by notice in writing

10.2 The address for any notice or other written communication shall only be within the United Kingdom and is:

- (a) for the Developer as specified above marked for the attention of John Morris or such other person as the Developer shall notify to the First Mortgagee the Second Mortgagee and the Council in writing
- (b) for the First Mortgagee as specified above marked for the attention of Julian Reynolds or such other person as the First Mortgagee shall notify to the Developer and the Council in writing
- (c) for the Second Mortgagee as specified above marked for the attention of Glen Dobson or such other person as the Second Mortgagee shall notify to the Developer and the Council in writing
- (d) for the Council as specified above marked for the attention of the Chief Planning and Environmental Health Officer or such other officer as the Council shall notify to the Developer the First Mortgagee and the Second Mortgagee in writing

10.3 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council a duly authorised signatory pursuant to the Council's Standing Orders

11. **Resolution of Disputes**

- 11.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement the same shall (subject to Clause 11.4) be referred to an Expert to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be at his discretion
- 11.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than thirty six (36) working days from the date of his appointment to act
- 11.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one (21) working days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one (21) working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be binding on the said parties
- 11.4 It is hereby agreed between the parties hereto that nothing in this Clause 11 shall be taken to fetter the ability of the Council to seek legal redress for any breach of any of the obligations contained in this Agreement

12. **Contracts (Rights of Third Parties) Act 1999**

12.1 It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement (and any successors in title or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement

13. **Local Land Charge**

13.1 This Agreement shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

14. **Costs**

14.1 The Developer will on the date hereof pay the Council's legal costs reasonably and properly incurred in connection with the negotiation and completion of this Agreement

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written

FIRST SCHEDULE

PART 1

Objectives and Tasks of the Management Company

- (i) To manage the Former Clubhouse Land in a manner that will safeguard the historic fabric and character of the Former Clubhouse Land including the Listed Building and the Landscape Area;
- (ii) To ensure that the Management Plan is implemented in accordance with the provisions of this Agreement;
- (iii) To ensure that no development occurs that would be detrimental to the historic fabric and character of the Listed Building its landscape setting and the Landscape Area;
- (iv) To review the on-going management of the Former Clubhouse Land and to address any issues arising in respect of its future management at meetings to be held at least twice in any calendar year

Part II

Membership of the Management Company

- (i) The Developer or his nominee (1 place);
- (ii) All owners of properties within the Land and their successors in title (one place per owner);
- (iii) A representative of the Council nominated by the Chief Planning and Environmental Health Officer from time to time and suitably qualified to address the issue or issues

relevant to the matters under consideration at each relevant meeting of the Management Company (one place)

Part III

Decision Making

- (i) All decisions of the Management Company will require a simple majority of the membership;
- (ii) Precise details of the decision making process of the Management Company will be agreed by the membership of the Management Company

**EXECUTED as a DEED by
GLENDEAN PROPERTIES LIMITED**

acting by:

In the presence of [Redacted]

) [Redacted]
) [Redacted]

Director.....

Director/Secretary.....

*Duly Authorised by
Glendean Properties
Limited*

**SIGNED and DELIVERED as a DEED
for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC**
by a duly authorised Attorney:-

Witness

Signed
EXECUTED as a DEED by
for and on behalf of as attorney for
INVESTEC BANK (UK) LIMITED

acting by name of attorney of:

) [Redacted]
) [Redacted]

Authorised Signatory.....

Authorised Signatory.....

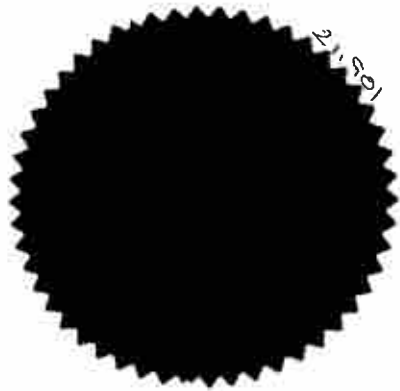
Witness Address:

**INVESTEC BANK (UK) LIMITED
2 GRESHAM STREET
LONDON
EC2V 7QP**

**THE COMMON SEAL of
WELWYN HATFIELD DISTRICT
COUNCIL** was here into affixed in
the presence of

[Redacted]
[Redacted]

Authorised Officer



APPENDIX 1

Town and Country Planning Consent



WELWYN HATFIELD COUNCIL

Council Offices, Welwyn Garden City, Herts, AL8 6AE
Telephone: Welwyn Garden (01707)357000

TOWN AND COUNTRY PLANNING ACT 1990 PLANNING DECISION NOTICE – PERMISSION

S6/2003/941/FP

CONVERSION, REFURBISHMENT AND CHANGE OF USE OF FORMER GOLF CLUBHOUSE TO TEN APARTMENTS, CONVERSION OF EXISTING COURTYARD BUILDINGS TO FOUR DWELLINGS, RETENTION OF THE EXISTING EAST COTTAGE, ERECTION OF NINE NEW DWELLINGS ADJACENT TO THE MAIN HOUSE, ERECTION OF ONE NEW DWELLING WITHIN THE WALLED GARDEN WITH NEW GARAGE, STAFF FLAT, PLUS ASSOCIATED GARAGING, PARKING AND LANDSCAPING AND SELECTED DEMOLITION OF MODERN EXTENSIONS ON WALLED GARDEN COTTAGE AND MAIN GRADE II LISTED BUILDING

at: **BEDWELL PARK, ESSENDON, HATFIELD,**

Agent Name And Address

ENPLAN,
NO 1 LONDON ROAD,
TUNBRIDGE WELLS,
KENTS
TN1 1DH

Applicant Name And Address

SABRE DEVELOPMENTS LTD,
HILL RIDGE HOUSE,
TILFORD ROAD,
HINDHEAD,
SURREY
GU266RL

In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby **PERMIT** the development proposed by you in your application received with sufficient particulars on 16/06/2003 and shown on the plan(s) accompanying such application, subject to the following 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 91 of the Town and Country Planning Act 1990.

2. Before construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

Continuation...

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

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 or 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 damaged 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 visual appearance of the development.

4. Before any other works on site are commenced in relation to the development permitted, a one metre high chestnut pale fence, or other suitable barrier shall be erected around the outer limit of the crown spread of all trees on site shown to be retained on the approved plan. This fencing shall be retained in this position until the whole of the development is completed. During this period no materials whatsoever shall be stored, fires started or service trenches dug within these enclosed areas without the written consent of the Local Planning Authority.

REASON

To ensure that the existing trees shown to be retained, are safeguarded during building operations.

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 maintained.

6. Notwithstanding any details submitted with the application, prior to the commencement of the development hereby permitted a Schedule of Works and Repair for the principal listed building, former gardener's cottage and wall surrounding the walled garden shall be submitted to and approved in writing by the Local Planning Authority. The scheme as may

Continuation...

be approved shall be completed prior to the occupation of any part of the development hereby permitted unless otherwise agreed in writing with the Local Planning Authority.

REASON

To safeguard the historic and architectural integrity of the Grade II listed building.

7. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 (or any order revoking, re-enacting or modifying that Order), no development falling within Classes A, B, C, D, E, F, or H of Part 1 or Class A of Part 2 of Schedule 2 to that Order shall take place without the prior written permission of the Local Planning Authority granted on application.

REASON

To enable the Local Planning Authority to exercise control over the siting and size of any future buildings or structures on the site in the interests of safeguarding the openness of the Green Belt.

8. Notwithstanding the any details submitted with the application, details of all new means of enclosure to be erected within the site or along its boundaries shall be submitted to the Local Planning Authority for its prior approval in writing. The scheme as may be approved shall be completed prior to the occupation of any of the units hereby permitted and retained thereafter, unless otherwise agreed in writing with the Local Planning Authority.

REASON

In the interests of visual amenity

9. Details of any external lighting to be erected within the site shall be submitted to the Local Planning Authority for its prior written approval.

REASON

To avoid any potential for light pollution, in the interests of visual amenity.

10. No demolition or development shall take place within the application site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and agreed in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that remains of archaeological importance likely to be disturbed in the course of development are adequately recorded.

11. No demolition or development shall take place within the application site until the applicant has undertaken a written survey of investigation to establish whether any bat roosts are present at the site. If any are found to be present a Method Statement shall be

Continuation...

submitted to and agreed in writing by the Local Planning Authority which sets out the measures to accommodate each species of bats within the development. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that endangered species are adequately protected.

12. Before any development commences, details of existing and proposed ground levels, finished floor levels of the dwellings and garages, driveways, pathways and parking areas hereby permitted shall be submitted to and approved in writing by the LPA. The development shall be carried out and completed thereafter in accordance with the approved details.

REASON

In the interests of existing trees and the appearance of the development in the Green Belt .

13. Prior to the commencement of work on any building hereby approved, the setting-out and finished floor level of each building shall be inspected and approved by the Local Planning Authority in writing.

REASON

To ensure the satisfactory appearance of the development, and to ensure a satisfactory relationship between features and buildings both on and off the site.

14. Before any development commences, full details of the proposed demarcation and extent of the associated individual curtilages of the four courtyard conversion dwellings, the retained East Cottage, the seven new dwellings in the Upper and Lower Courtyards and the detached dwellings on the Upper Courtyard, Tennis Court and Walled Garden shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out and completed in accordance with the approved details.

REASON

To enable the Local Planning Authority to have control over the development of the land having regard to the Green Belt location of the site

15. Before any development commences, full details including levels, sections, constructional and surfacing treatment of the proposed access drives, vehicle parking and turning areas, all pedestrian paths and any means of illumination thereto shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out and completed in accordance with the approved details.

REASON

To ensure a satisfactory standard of development in the vicinity of Grade II Listed Buildings and to protect important trees to be retained as part of the development.

Continuation...

16. Prior to the first occupation of any of the apartment dwelling units proposed within the main Grade II Listed Building, the new replacement spire tower as shown on the approved elevational drawings shall be erected, installed and completed to the approval of the Local Planning Authority.

REASON

In order to ensure a satisfactory standard of development in the interests of the visual, architectural and historic integrity of the Grade II Listed building.

17. Prior to the commencement of the development hereby permitted details of foul and surface water drainage shall be submitted to and agreed in writing with the Local Planning Authority. The scheme shall thereafter be carried out, completed and retained in accordance with the approved details prior to the occupation of the development unless otherwise agreed in writing with the Local Planning Authority.

18. Surface water source control measures shall be carried out, completed and thereafter retained in accordance with details, which shall have been submitted to and approved by the Local Planning Authority prior to the commencement of the development hereby approved.

REASON

To prevent the increased risk of flooding and to improve water quality.

19. Notwithstanding the submitted plans hereby approved, details of bin stores shall be submitted to and approved in writing by the Local Planning Authority and shall be provided prior to first occupation of the units that they will serve and retained thereafter, unless otherwise agreed in writing by the Local Planning Authority.

REASON

To prevent the maximum refuse carrying distance being exceeded.

20. The staff accommodation to be provided above the garages serving the new detached Tennis Court and Walled Garden Houses shall be used and occupied only in conjunction with the remainder of those properties as single family dwellings and shall not be let, sold or otherwise occupied as a separate residential unit.

REASON

In order to prevent the creation of further residential units having regard to the Green Belt location of the site.

21. The development hereby permitted shall be carried out and completed in accordance with the following plans:

Continuation...

1002/003; 1002/200A; 1002/201A; 1002/203; 1002/204; 1002/205; 1002/300A; 1002/302; 1002/400; 1002/401; 1002/402; 1002/403; 1002/608; 1002/700; 1002/800; 02-159-01A; 02-159-02A; 02-159-03A; 02-159-04A and 02-159-05A received 16.06.03.
1002/500A; 1002/501A; 1002/604A; 1002/605A; 1002/606A; 1002/607A; 1002/701A; 1002/801; 1002/905; 1002/906; 1002/907; 1002/908; 1002/909; 1002/911 and 1002/950A received 26.08.04.
1002/602D and 1002/005D, received 20.09.04.

REASON

For the avoidance of doubt

REASONS FOR APPROVAL

It is considered that the proposed development, by reason of the case made for enabling development, constitutes very special circumstances, that justifies a departure to established Green Belt policy, does not have an unacceptably harmful visual impact on the character and appearance of the Green Belt, setting of the listed building, landscape, rural character of the area in which it is located or residential amenity as the development proposed has a limited visual impact on the openness of the Green Belt, landscape and rural character of the site, is acceptable in terms of scale and design and respects the setting of the Grade II Listed Buildings, does not result in unacceptable overlooking or loss of privacy and does not have any unacceptably dominating impact with regard to neighbouring uses.

SUMMARY OF RELEVANT DEVELOPMENT PLAN POLICIES

Hertfordshire Structure Plan Review 1991- 2011:

Policy 1, Policy 5, Policy 6, Policy 25, Policy 29, Policy 38, Policy 43

Hertfordshire Structure Plan Alterations 2001- 2016 (Deposit Draft Feb 2003):

Policy 5, Policy 6, Policy 25, Policy 29, Policy 38, Design and Quality of Development, Landscape Character

Welwyn Hatfield District Plan Alterations no 1 1998:

GB3, GB4, GB6, HC15, HC16, BEV 15, BEV 16, BEV 17, BEV 18, CR1, CR11, GEN CRITERIA 1, GEN CRITERIA 2, GEN CRITERIA 4

Welwyn-Hatfield Review District Plan Deposit Draft, June 2002:

Continuation...

GBSP1, GBSP2, R12, R13, R23, R24, R25, R27, M3, M19, D1, D3, OS3, RA1, RA2, RA4, RA10, RA19, RA31

Supplementary Planning Guidance - Parking Standards

Supplementary Design Guidance

INFORMATIVES

1. In connection with Condition 3 above, the landscaping scheme for the northern part Walled Garden shall provide for the planting of replacement fruit tree species, of a suitable cultivar. The Hertfordshire Orchard Initiative can provide advice in this regard and they can be contacted on 01992 556158.

2. In connection with Condition 11 above, the developer is advised that a suitably licensed bat worker is required to undertake the survey to ascertain whether a bat population is using the site and how they could be accommodated within the new development. The survey will need to include detailed searches of the following properties and features:

- The main listed building; East and North Cottages, the buggy store and garaging;
- The Walled Garden Cottage and modern extension;
- All of the outbuildings in the centre of the Walled Garden;
- The Pulhamite Rockery.

3. The developer is advised that before any work affecting bats or their roosts starts, a Habitats Regulation Licence must be applied for and obtained from the Department of the Environment, Food and Rural Affairs. A copy of "Bats, Development & Planning in England" and a list of qualified bat consultants is attached to this Decision Notice.

4. In connection with Conditions 15 and 19 above details of all internal road dimensions and junction design; car parking layout and design; refuse collection facilities and associated manoeuvring space for refuse vehicles should be submitted on plans of a minimum scale of 1:200 and be in accordance with the requirements of "Roads in Hertfordshire - A Guide for New Developments" and "People, Streets and Movement - A Companion Guide to Design Bulletin 32".

Date :

Chris Conway
Chief Planning and Environmental Health Officer

APPENDIX 2

Listed Building Consent



WELWYN HATFIELD COUNCIL

Council Offices, Welwyn Garden City, Herts, AL8 6AE
Telephone: Welwyn Garden (01707)357000

PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990

PLANNING DECISION NOTICE – CONSENT

S6/2003/942/LB

CONVERSION AND REFURBISHMENT OF FORMER GOLF CLUBHOUSE TO TEN APARTMENTS, CONVERSION OF EXISTING COURT YARD BUILDINGS TO FOUR DWELLINGS, REFURBISHMENT OF EXISTING EAST COTTAGE, REFURBISHMENT OF ORIGINAL TWO STOREY WALLED GARDEN COTTAGE AS ANCILLARY RESIDENTIAL ACCOMMODATION AND SELECTED DEMOLITION OF MODERN EXTENSIONS TO THE WALLED GARDEN COTTAGE AND THE MAIN GRADE II LISTED BUILDING

at: **BEDWELL PARK, ESSENDON, HATFIELD,**

Agent Name And Address

ENPLAN,
NO 1 LONDON ROAD,
TUNBRIDGE WELLS,
KENT
TN1 1DH

Applicant Name And Address

SABRE DEVELOPMENTS LTD,
HILLRIDGE HOUSE,
TILFORD ROAD,
HINDHEAD,
SURREY
GU26 6RL

DRAFT

In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby **GRANTS** listed building consent to the works described above and proposed by you in your application received with sufficient particulars on 16/06/2003 and shown on the plan(s) accompanying such application, subject to the following 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 18 of the Planning (Listed Building and Conservation Area) Act 1990.

2. Before construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

Continuation ...

3. Notwithstanding any details submitted with the application, prior to the commencement of the development hereby permitted a Schedule of Works and Repair for the principal listed building, former gardener's cottage and wall surrounding the walled garden shall be submitted to and approved in writing by the Local Planning Authority. The scheme as may be approved shall be completed prior to the occupation of any part of the development hereby permitted unless otherwise agreed in writing with the Local Planning Authority.

REASON:

To safeguard the historic and architectural integrity of the Grade II listed building.

4. No demolition or development shall take place within the application site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and agreed in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that remains of archaeological importance likely to be disturbed in the course of development are adequately recorded.

5. No demolition or development shall take place within the application site until the applicant has undertaken a written survey of investigation to establish whether any bat roosts are present at the site. If any are found to be present a Method Statement shall be submitted to and agreed in writing by the Local Planning Authority which sets out the measures to accommodate each species of bats within the development. The development shall thereafter be carried out in accordance with the approved scheme.

REASON

To ensure that endangered species are adequately protected.

6. Prior to the first occupation of any of the apartment dwelling units proposed within the main Grade II Listed Building, the new replacement spire tower as shown on the approved elevational drawings shall be erected, installed and completed to the approval of the Local Planning Authority.

REASON:

In order to ensure a satisfactory standard of development in the interests of the visual, architectural and historic integrity of the Grade II Listed building.

7. The development hereby consented shall be carried out and completed in accordance with the following plans:

1002/003; 1002/200A; 1002/201A; 1002/203; 1002/204; 1002/205; 1002/300A; 1002/302;
1002/400; 1002/401; 1002/402; 1002/403; 1002/608; 1002/800; 02-159-01A; 02-159-02A; 02-
159-03A; 02-159-04A and 02-159-05A received 16.06.03.
1002/604A; 1002/605A; 1002/606A; 1002/607A; 1002/801; 1002/905; 1002/906; 1002/907;
1002/908; 1002/909; 1002/911 and 1002/950A received 26.08.04.
1002/602D and 1002/005D, received 20.09.04.

Continuation ...

REASON:

For the avoidance of doubt

INFORMATIVES

1. In connection with Condition 5 above, the developer is advised that a suitably licensed bat worker is required to undertake the survey to ascertain whether a bat population is using the site and how they could be accommodated within the new development. The survey will need to include detailed searches of the following properties and features:

The main listed building; East and North Cottages, the buggy store and garaging;

The Walled Garden Cottage and modern extension;

All of the outbuildings in the centre of the Walled Garden;

The Pulhamite Rockery.

2. The developer is advised that before any work affecting bats or their roosts starts, a Habitats Regulation Licence must be applied for and obtained from the Department of the Environment, Food and Rural Affairs. A copy of Bats, Development & Planning in England and a list of qualified bat consultants is attached to this Decision Notice.

REASON FOR APPROVAL

It is considered that the proposed development, by reason of the case made for enabling development, constitutes very special circumstances, that justifies a departure to established Green Belt policy, does not have an unacceptably harmful visual impact on the character and appearance of the Green Belt, setting of the listed building, landscape, rural character of the area in which it is located or residential amenity as the development proposed has a limited visual impact on the openness of the Green Belt. Landscape and rural character of the site, is acceptable in terms of scale and design and respects the setting of the Grade II Listed Buildings, does not result in unacceptable overlooking or loss of privacy and does not have any unacceptably dominating impact with regard to neighbouring uses.

SUMMARY OF RELEVANT DEVELOPMENT PLAN POLICIES

Hertfordshire Structure Plan Review 1991- 2011:

Policy 1, Policy 5, Policy 6, Policy 25, Policy 29, Policy 38, Policy 43

Welwyn Hatfield District Plan 2005:

GBSP 1, GBSP 2, R15, R16, R25, R26, R27, R29, M2, M14, D1, D5, OS3, RA1, RA2, RA4, RA10, RA17, RA28

Supplementary Design Guidance

Supplementary Planning Guidance-Parking Standards

Continuation ...

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APPROVED PLAN NUMBER(S):

1002/003; 1002/200A; 1002/201A; 1002/203; 1002/204; 1002/205; 1002/300A; 1002/302; 1002/400; 1002/401; 1002/402; 1002/403; 1002/608; 1002/800; 02-159-01A; 02-159-02A; 02-159-03A; 02-159-04A and 02-159-05A received 16.06.03.

1002/604A; 1002/605A; 1002/606A; 1002/607A; 1002/801; 1002/905; 1002/906; 1002/907; 1002/908; 1002/909; 1002/911 and 1002/950A received 26.08.04.

1002/602D and 1002/005D, received 20.09.04.

Date : 15/06/2005



Chris Conway
Chief Planning and Environmental Health Officer