

THIS AGREEMENT dated the 24th day of January One thousand nine hundred and Ninety 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 LLOYDS BANK Plc whose registered office is situated at 71 Lombard Street London EC3 PBS (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 Acts 1971 and 1972 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 and is also a principal Council within the meaning of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(b) The Owner is the lessee under a Lease (as varied by a Licence and Deed of Variation dated the 26th September 1979) dated the 28th day of May 1931 and made between (1) Welwyn Garden City Limited and (2) Lloyds Bank Limited (now known as Lloyds Bank Plc) by which the Property was demised to the Owner for a term of 99 years from the 29th September 1929 subject to the rent thereby reserved and the covenants and conditions therein contained

(c) The Owner has by a written application number N6/0079/89 applied to the Council for permission to extend the first and second floor of the Property to the rear of the Property in accordance with the plans specifications and particulars deposited with Council

(d) The Owner is unable to provide sufficient car parking spaces to serve the development

(e) In order to facilitate the development the Owner and the Council have agreed to a payment of TWENTY ONE THOUSAND POUNDS (£21,000) (which sum is inclusive of any Value Added Tax payable thereon) to represent a capital contribution and compensation towards the cost of provision operation and maintenance of four public car park spaces owned and operated by the Council within any of the Council's car parks within Welwyn Garden City

(f) The Council is satisfied that the development disclosed by the said application number N6/0079/89 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

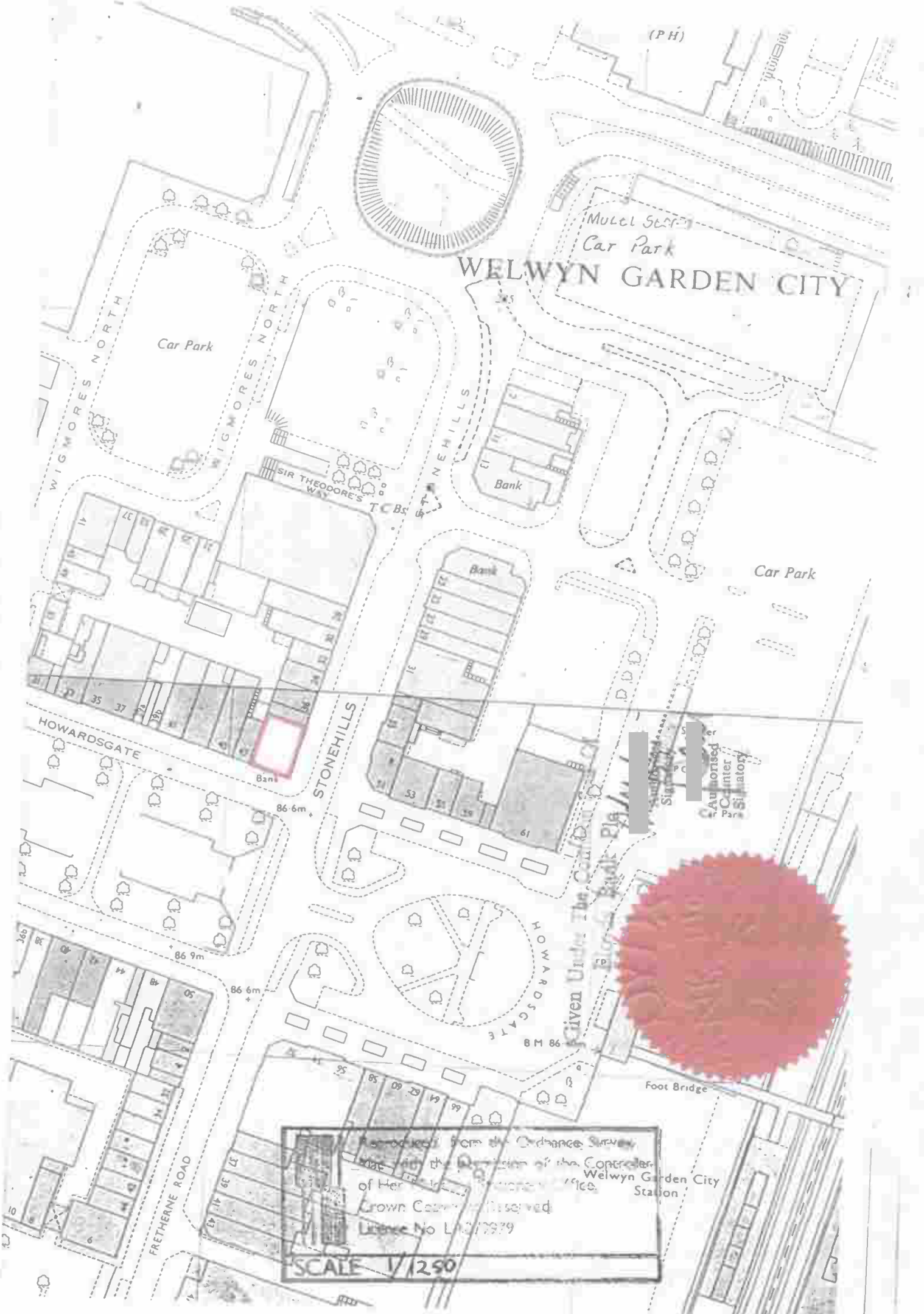
2. In consideration of the Owner entering into this Agreement the Council hereby agrees to grant Planning Permission to the Owner for the development described in application number N6/0079/89 in the terms of the draft annexed

3. The Owner hereby agrees with the Council as follows

(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

(ii) To pay the Council's reasonable legal fees of £125.00 (which sum is inclusive of any Value Added Tax payable thereon) in connection with this Agreement

# WELWYN GARDEN CITY



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**SCALE 1/1250**

(PH)

MULLEN STREET

Car Park

Car Park

Bank

Car Park

SIR THEODORE'S WAY

TC B

STONEHILLS

Bank

WIGMORES NORTH

WIGMORES NORTH

HOWARDSGATE

STONEHILLS

HOWARDSGATE

FRETHERNE ROAD

Foot Bridge

Given Under The Control of  
The Local Authorities  
Welwyn Garden City  
Station

Authorised  
Counter  
Part  
Laboratory



4. The Owner hereby covenants that before any part of the development shall be occupied the Owner shall pay to the Council the sum of Twenty One thousand pounds (which sum is inclusive of any Value Added Tax payable thereon)

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

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

THE FIRST SCHEDULE

ALL THAT land and property known as Lloyds Bank Plc 49 Howardsgate Welwyn Garden City Hertfordshire which is for the purpose of identification shown edged red on the plan annexed hereto

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

Chairman of the Council

Solicitor to the Council

GIVEN UNDER

THE COMMON SEAL of [REDACTED]  
LLOYDS BANK Plc  
~~was hereunto affixed in~~ )  
~~the presence of:-~~ )

[REDACTED]  
Authorised Signatory:-

[REDACTED]  
Authorised Counter Signatory:-



DATED 24th January 1990

WELWYN HATFIELD DISTRICT  
COUNCIL

and

LLOYDS BANK Plc

AGREEMENT UNDER SECTION 52 OF  
TOWN AND COUNTRY PLANNING ACT  
1971

relating to 1st and 2nd floor  
extension to Lloyds Bank Plc  
49 Howardsgate Welwyn Garden  
City and commuted sum payment  
for lost car parking spaces

W.J.Anderson  
Solicitor to the Council,  
Council Offices,  
The Campus,  
Welwyn Garden City  
Herts AL8 6AE

Ref: RR/DEV.2/8/50