

COPY OF S.52 AGREEMENT

CF 4/10/88
4/0160/90
4/0161/90

DATED 25th November 1988

DACORUM BOROUGH COUNCIL

- and -

MR and MRS T J HOGARTH

AGREEMENT

Under S.52 of the Town and
Country Planning Act 1971
and S.33 of the Local Government
(Miscellaneous Provisions) 1982
in respect of
Land Adjoining The Garden House
London Road
Tring
Hertfordshire

Keith Hunt
Borough Secretary
Dacorum Borough Council
Civic Centre
Marlowes
Hemel Hempstead
Hertfordshire
HP1 1HH

THIS AGREEMENT is made the 25th day of November one thousand nine hundred and eighty-eight

B E T W E E N

DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH (hereinafter called "the Council") of the first part and

THURSTON JOHN HOGARTH and PENELOPE ESTELLE THOMPSON HOGARTH both of The Garden House London Road Tring Hertfordshire (hereinafter called "the Owners" which expression shall include their successors in title or assigns) of the second part

W H E R E A S :

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the Borough of Dacorum and a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The Owners are the owners in unencumbered fee simple of land adjacent to The Garden House London Road Tring Hertfordshire (hereinafter called "the Land") shown edged red on the attached plan
- (3) The Owners have entered into a contract for the sale of the Land with Charles Church Estates Limited ("the Applicant")
- (4) The Applicant has applied to the Council for planning permission under Ref: 4/1053/88 for erection of 17 elderly persons' dwellings together with a manager's flat and detached house on the Land. The 17 elderly persons' dwellings shall comprise 9 two bedroomed cottages 4 three bedroomed cottages and 4 two bedroomed flats ("the Dwellings")
- (5) The parties hereto wish to enter into an Agreement in respect of the Land pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

THIS DEED WITNESSES as follows:-

THIS Agreement and the covenants herein contained are expressly made pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

IN consideration of the covenants on the part of the Owners hereinafter contained the Council covenants with them that it will issue planning permission in respect of the application subject to conditions

The Owners hereby covenant:-

- (i) That the Dwellings to be built on the Land shall not be occupied otherwise than by at least one person who shall be aged 55 for over ("the Qualifying Person") provided however that if the Qualifying Person shall die or become incapable of residing at the flat any other person who resided at the flat with the Qualifying Person may remain in occupation and
- (ii) That the manager's first floor flat shown on the plan shall not be occupied otherwise than by a manager with responsibility for the Dwellings and by other members of the manager's family but that if the manager shall die or cease to be employed by the Owner the said manager's flat shall be vacated within 9 months of such death or termination of employment
- (iii) That they will pay the Council's reasonable legal costs incurred in the preparation of this Agreement

In the event that planning permission is granted pursuant to application no. 4/1053/88 Clauses 3(i) and 3(ii) of this Agreement shall have full force and effect but not otherwise

As soon as the Owners shall have parted with all interest in the Land they shall cease to have any further liability under this Agreement but without prejudice to the rights of the Council in respect of any antecedent breach of the covenants herein contained

This Agreement shall be registered as a Local Land Charge

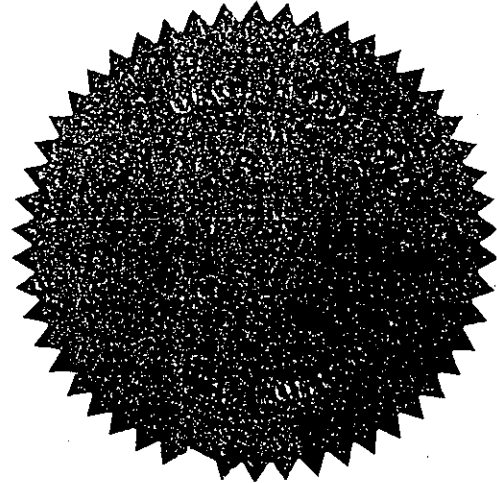
IN WITNESS whereof fthe parties hereto have respectively set their hands and
Common Seals the day and year first before written

The COMMON SEAL of
DACORUM BOROUGH COUNCIL
was hereunto affixed in
the presence of :



Chief Executive

K. M. Lupton
Assistant Secretary (Admin) ^{Legal}



SIGNED SEALED and DELIVERED
by the said THURSTON JOHN
HOGARTH in the presence of :



Witness



Address WILD GOOSE FARMHOUSES
MATTERSEY
DONCASTER

Occupation

SIGNED SEALED and DELIVERED
by the said PENELOPE ESTELLE
THOMPSON HOGARTH in the
presence of :



Witness



Address WILD GOOSE FARMHOUSES
MATTERSEY
DONCASTER

Occupation

