



TOWN AND COUNTRY PLANNING ACT 1990

DACORUM BOROUGH COUNCIL

Application Ref. No. 4/0271/90

Grass Roots Group PLC
Pennyroyal Court Station Rd.
Tring
Herts

Lardi Cox And Partners
One The Old School House
George Street
Hemel Hempstead, Herts
HP2 5HJ

DEVELOPMENT ADDRESS AND DESCRIPTION
=====

Pendley Theatre, Station Road, Tring

EXTENSIONS AND ALTERATIONS TO FORM THEATRE AND OFFICES

Your application for *full planning permission* dated 16.02.1990 and received on 21.02.1990 has been **GRANTED**, subject to any conditions set out on the attached sheet(s).

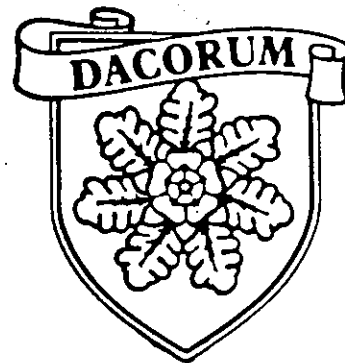
Director of Planning.

Date of Decision: 10.04.1991

(encs. - Conditions and Notes).

CONDITIONS APPLICABLE
TO APPLICATION: 4/0271/90

Date of Decision: 10.04.1991



1. The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.
2. No work shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority, and the development hereby permitted shall be carried out in the materials so approved.
3. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development, and details of number, species and proposed planting location of all new trees, shrubs and hedgerows.
4. All planting, seeding or turfing comprised in the approved details of landscaping, shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the 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, and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year.
5. The development hereby permitted shall not be brought into use until the car parking layout as shown on plan 4/0271/90, drawing 1014/99B has been laid and provided.

REASONS:

1. To comply with the provisions of s.91 of the Town and Country Planning Act 1990.
2. To ensure a satisfactory appearance.
- 3&4. To maintain and enhance visual amenity.
5. To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.

DATE

26th March

1991

DACORUM BOROUGH COUNCIL

and

THE GRASSROOTS GROUP PLC

AGREEMENT

under S.106 of the Town and Country Planning Act 1990
and S.33 Local Government (Miscellaneous
Provisions) Act 1982 in respect of
Pendley Theatre
Station Road
Tring
Hertfordshire

Keith M Pugsley
Director of Law and Administration
Dacorum Borough Council
Civic Centre
Marlowes
Hemel Hempstead
Herts HP1 1HH

File Ref: 11.90/S.52/32/126/161/NP/SR/CA/MB/SGC/BS.6

cT_B

THIS AGREEMENT is made the 26th day of March One thousand nine hundred and ninety--one BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH ("the Council") of the first part and THE GRASSROOTS GROUP PLC of Pennyroyal Court Station Road Tring Hertfordshire ("the Owner" which expression shall include its successors in title or assigns) of the second part.

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 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 Owner is the Owner in unencumbered fee simple of land known as Pendley Theatre Station Road Tring Hertfordshire ("the Land") shown edged with a red line on "Plan A" attached hereto
- (3) The Owner has made application to the Council for planning permission under reference 4/0271/90 involving demolition of the existing theatre building and construction of a replacement theatre and new office space on the Land ("the Development")
- (4) The extent of the land to be used as a replacement theatre ("the Replacement Theatre") is shown edged yellow on "Plan B" attached hereto
- (5) The parties hereto wish to enter into an agreement in respect of the Land pursuant to s.106 of the Town and Country Planning Act 1990 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 which shall be binding on the Owner and its successors in title

N O W T H I S D E E D W I T N E S S E T H A S F O L L O W S :

1. This Agreement and the covenants herein contained expressly made pursuant to s.106 of the Town and Country Planning Act 1990 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982
2. In consideration of the covenants on the part of the Owner hereinafter contained the Council hereby covenants with the Owner that the Council will forthwith grant planning permission in respect of the Development subject to conditions in the form of the draft conditions set out in the Schedule hereto
3. This Agreement shall not come into effect until the commencement of the Development authorised by the planning permission referred to in clause 2 hereof
4. The Owner hereby covenants with the Council
 - (i) To ensure that the Replacement Theatre is made available for hire from 6.00 pm in the evening for use by Pendley Theatre Company Vale Gilbert and Sullivan Society Phoenix Theatre Company Tring Festival Company Limited Chuckles Pantomimes Tring Orchestra and other local dramatic operatic musical and arts-based groups for no fewer than 112 days which shall include blocks of 3 or more consecutive evenings such blocks being allocated to such local groups in a reasonable manner and such period of 112 days may at the Owner's discretion include public holidays (excluding Christmas day) in every calendar year

(ii) Subject to (i) above that the Replacement Theatre shall not be used as office space or for any other commercial purposes save for the holding of Conferences Seminars Training Courses and Exhibitions

(iii) That it will pay on completion hereof the reasonable legal costs incurred by the Council in the preparation of this Agreement

5. No person shall be liable for any breach of the covenants in clause 4 hereof above occurring after he shall have parted with his interest in the land or any part in respect of which such breach occurs

6. This Agreement shall be registered as a Local Land Charge

I N W I T N E S S W H E R E O F the parties hereto have set their respective common seals and hands the day and year first before written

THE SCHEDULE before referred to
Draft Planning Conditions

1. The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice. (Reason: To comply with the provisions of s.91 of the Town and Country Planning Act 1990.)

2. No work shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority, and the development hereby permitted shall be carried out in the materials so approved. (Reason: To ensure a satisfactory appearance.)

3. No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development, and details of numbers, species and proposed planting location of all new trees, shrubs and hedgerows. (Reason: To maintain and enhance visual amenity.)
4. All planting, seeding or turfing comprised in the approved details of landscaping, shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of five years from the 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, and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year. (Reason: To maintain and enhance visual amenity.)
5. The development hereby permitted shall not be brought into use until the car parking layout as shown on plan 4/0271/90, drawing 1014/99B has been laid and provided. (Reason: To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.)

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

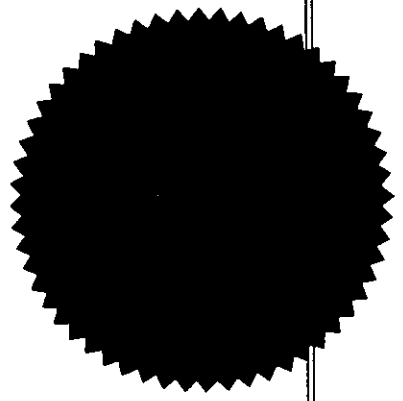
)
)
)
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Keith Hunt

Chief Executive

[Signature]

Assistant Director
(Admin)



SEAL BOOK 8/616

THE COMMON SEAL of THE
GRASSROOTS GROUP PLC was
hereunto affixed in the
presence of:

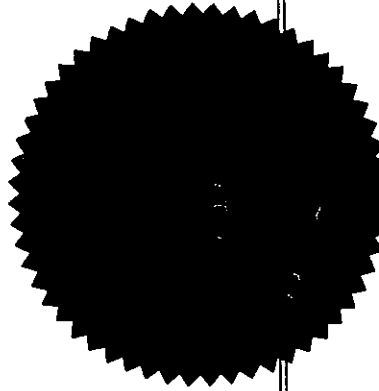
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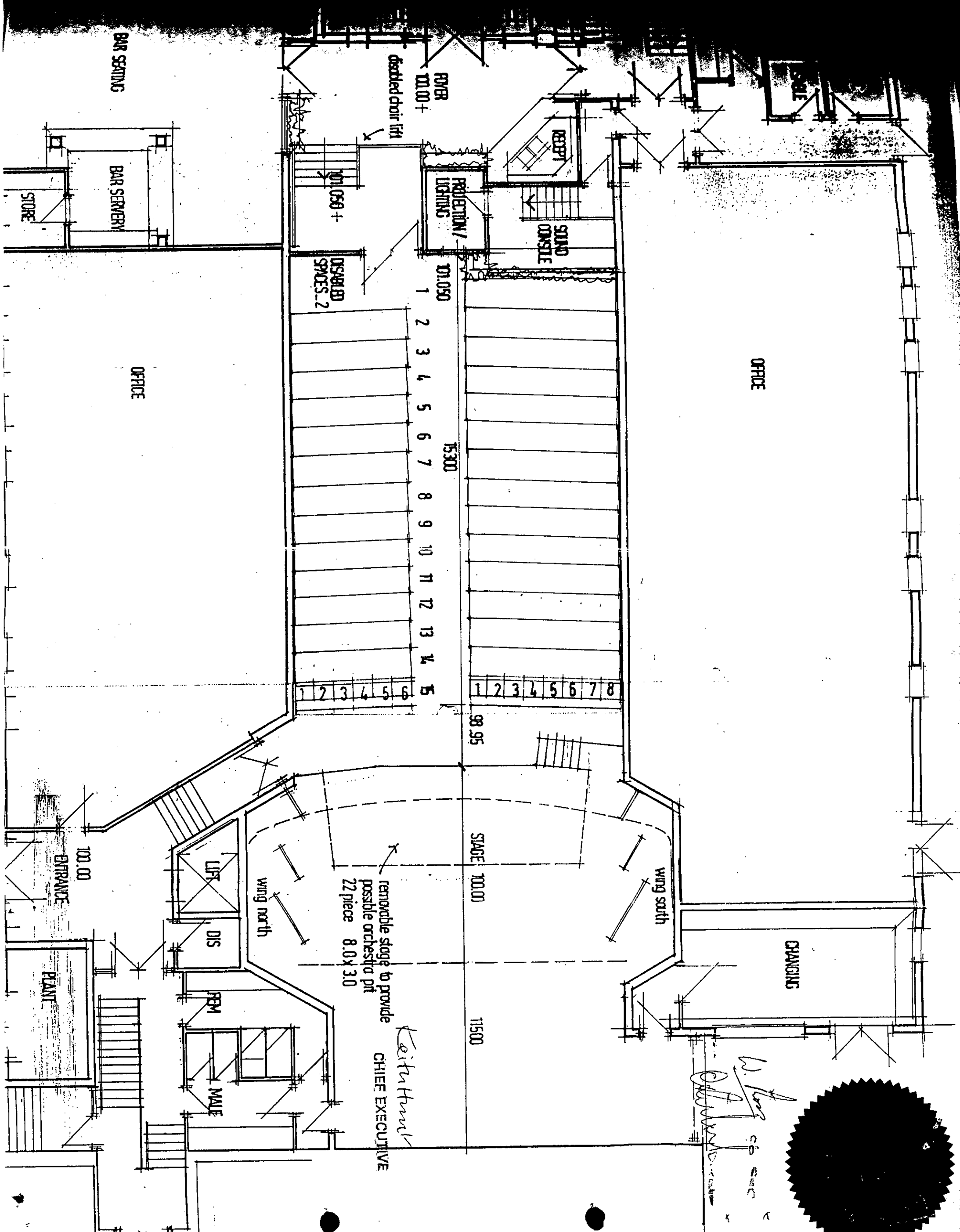
Director

[Signature]

Secretary



W. B. Bond Co. sec



BAR SEATING

BAR SERVING

STORE

OFFICE

OFFICE

ENTRANCE

PLANT

LIFT

DIS

FEM

MALE

wing north

wing south

CHANGING

STAGE 10.00

11.500

ROPER 10.00 +

disabled chair lift

101.050 +

DISABLED SPACES-2

PROJECTION/LIGHTING

101.050

REAR

SOUND ON-SITE

removable stage to provide possible orchestra pit 22 piece 8.0 x 3.0

CHIEF EXECUTIVE

Keith Hunt

W. Long

10/10/60