

TOWN AND COUNTRY PLANNING ACT 1990

DACORUM BOROUGH COUNCIL

Application Ref. No. 4/0742/94

---

Berkeley Homes (N.London) Ltd  
Kings Head House  
15 London End  
Beaconsfield  
BUCKS

DEVELOPMENT ADDRESS AND DESCRIPTION  
=====

Nos. 8, 9, 10 & Expotechnik Works, Hudnall Lane, Little Gaddesden

DEMOLITION OF A PAIR OF SEMI DETACHED HOUSES AND RE-DEVELOPMENT OF SITE FOR 13 DWELLINGS AND NEW ACCESS

Your application for *full planning permission* dated 03.06.1994 and received on 06.06.1994 has been **GRANTED**, subject to any conditions set out on the attached sheet(s).

Director of Planning

Date of Decision: 23.09.1996

(encs. - Conditions and Notes).



CONDITIONS APPLICABLE  
TO APPLICATION: 4/0742/94

Date of Decision: 23.09.1996

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 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.

3. 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.

Reason: To maintain and enhance visual amenity.

4. No work shall be started on the development hereby permitted until details of all 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.

5. The parking areas, driveways, paths and roads of the development hereby permitted shall be constructed and finished in accordance with a schedule of materials and finishes which shall be submitted to and approved by the local planning authority before development is commenced.

Reason: To ensure a satisfactory appearance.

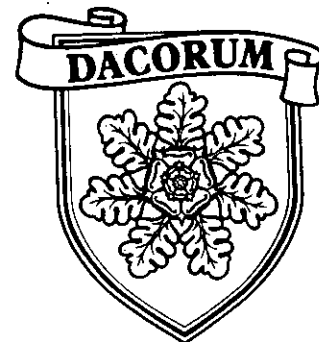
6. The fences walls and other means of enclosure of the development hereby permitted shall be constructed and finished in accordance with a schedule of materials and finishes which shall be submitted to and approved by the local planning authority before development is commenced.

Reason: To ensure a satisfactory appearance and to prevent the existing preserved trees from being harmed.

Cont'd

CONDITIONS APPLICABLE  
TO APPLICATION: 4/0742/94

Date of Decision: 23.09.1996



7. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any amendments thereto, no development falling within class A, B, C or D of Part 1 of Schedule 2 thereto shall be carried out on units 9 to 13 inclusive, without the express written permission of the local planning authority.

Reason: In order that the local planning authority may retain control over further development in the interests of residential and visual amenity.

8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any amendments thereto, no gate fence wall or other means of enclosure shall be erected in front of the nearest part of the original dwelling house to the highway of plots 1 to 13 inclusive, without the express written permission of the local planning authority.

Reason: In order that the local planning authority may retain control over further development in the interests of residential and visual amenity.

9. The erection of tree protection fencing shall be undertaken fully in accordance with the approved plans and particulars before any equipment, machinery or materials are brought onto the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason: To ensure the preserved trees are protected from damage during the course of the development.

10. Before occupation of any of the dwellings hereby permitted, the car parking facilities shown on the approved plan, including garages, shall be provided and made available, and shall thereafter be kept available for the parking of domestic motor vehicles.

Reason: To ensure the provision of satisfactory car parking facilities clear of the public highway to meet current adopted parking standards.

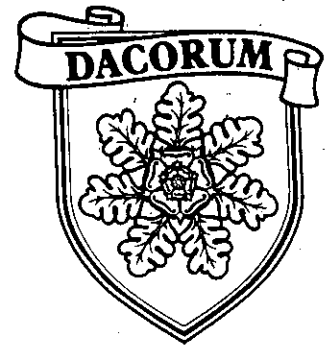
11. The access shall include the provision of sight lines 4.8m X 12.5m to the south west of the junction with Hudnall Lane and 4.8m X 23m to the north east of the junction with Hudnall Lane with a kerb radii of 10m within which there shall be no obstruction more than 600mm above carriageway level.

Reason: In the interests of highway safety.

Cont'd

CONDITIONS APPLICABLE  
TO APPLICATION: 4/0742/94

Date of Decision: 23.09.1996



12. The development hereby permitted shall not be occupied until the sight  
~~lines referred to in condition 11~~ shall have been provided, and they shall  
be maintained at all times thereafter.

Reason In the interests of highway safety.

Original sent to Stratford  
9-11

DATED

23<sup>rd</sup>

September

1996

DACORUM BOROUGH COUNCIL

and

EXPOTECHNIK SYSTEMS UK LIMITED

and

BARCLAYS BANK PLC

**PLANNING AGREEMENT**

pursuant to s.106 Town and  
Country Planning Act 1990  
relating to land situate at:  
Numbers 8 9 10 and Expotechnik Works  
Hudnall Lane  
Little Gaddesden  
Hertfordshire

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

File Ref: 6.95/S.106/EXPO/NP/EB/BS.5

cTb

THIS AGREEMENT is made the *twenty-third*  
day of *September* 1996

BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire ("the Council" which expression shall include the Council's successors in title and assigns and persons claiming under or through them) of the first part and EXPOTECHNIK SYSTEMS UK LIMITED whose registered office is at Expotechnik Centre Hudnall Lane Little Gaddesden Hertfordshire ("the Owner" which expression shall include the Owner's successors in title and assigns and persons claiming under or through them) of the second part and BARCLAYS BANK PLC of P O Box 48 28 George Street Luton Bedfordshire LU1 2AE of the third part

WHEREAS

- (1) The Council is the local planning authority for the purposes of the 1990 Act (as hereinafter defined) for the area within which the Site (as hereinafter defined) is situate
- (2) The Owner is entitled to the interest in the Site described in the First Schedule hereto
- (3) The Bank has <sup>legal charges protected by notices of deposit</sup> ~~liens~~ over parts of the Site and a legal charge over further parts of the Site as described in the First Schedule hereto
- (4) The Application (as hereinafter defined) has been made to the Council
- (5) The Owner has agreed to provide two new Affordable Housing Units (as hereinafter defined) as part of the Development (as hereinafter defined) and to provide a third Affordable Housing Unit on the Land at 8 Hudnall Lane (as hereinafter defined)
- (6) This Agreement is made pursuant to Section 106 of the 1990 Act and is enforceable by the Council

KH.  
Bor  
Art  
J  
SB

NOW THIS DEED WITNESSETH as follows:

1. In this Agreement unless the context otherwise requires:

1.1 Words of one gender include the others

1.2 The singular includes the plural and vice versa

1.3 If any party is more than one person their obligations are joint and several

1.4 The following expressions have the meanings set against them:

"the 1990 Act"

The Town and Country  
Planning Act 1990

"Affordable Housing  
Certificate of

the certificate of  
practical completion  
issued

Practical Completion"

by the Owner's Architect  
for the time being in  
respect of the two new  
Affordable Housing Units  
only

"Affordable Housing  
Unit"

a dwellinghouse to be  
erected on the Site as  
part of the Development  
or to be provided through  
adaptation and  
refurbishment of an  
existing dwelling on the  
Site by the Owner its  
servants or agents and  
let to tenants of an  
Association on an assured  
tenancy basis or occupied

	by Shared Ownership Occupiers
"the Application"	an application for planning permission sub- mitted to the Council by Berkeley Homes (North London) Limited under reference 4/0742/94
"Association"	a Housing Association registered under the Industrial and Provident Societies Act 1965 or the Housing Associations Act 1985 and approved by the Council in writing
"the Commencement of the Development"	the time when the Owner its servants or agents implements the Planning Permission by carrying out on the Site pursuant to the Planning Permission a material operation as defined in section 56 (4) of the 1990 Act or otherwise
"the Development"	the development of the Site described in the Second Schedule hereto
"Housing Unit"	a dwellinghouse which is either an Affordable Housing Unit or an Open Market Housing Unit



"the Land at 8

Hudnall Lane"

the land at 8 Hudnall  
Lane

Little Gaddesden as  
provided to the  
satisfaction of the  
Association to which such  
land is to be transferred  
pursuant to paragraph 1.7  
of the Third Schedule  
hereto with all services  
including (without  
prejudice to the  
generality of the  
foregoing) electricity  
telephone water and  
drainage which complies  
with the requirements of  
Part H of the Building  
Regulations 1991 as  
amended from time to time  
and provided to the  
satisfaction of the  
Association to which such  
land is to be transferred  
pursuant to paragraph 1.7  
of the Third Schedule  
hereto with pedestrian  
and vehicular access from  
Hudnall Lane by means of  
a road which has been  
constructed to base  
course level in  
accordance with the  
standard prescribed in  
Roads In Hertfordshire A  
Design Guide March 1994  
as amended from time to  
time and to be offered

for adoption before all the Open Market Housing Units shall have been sold or occupied prior to sale following construction which land is shown for the purposes of identification only edged green on the Plan (as hereinafter defined)

"Open Market Housing Unit"

a dwellinghouse to be erected on the Site as part of the Development by the Owner its servants or agents and sold or rented at "arms length" value on the open market

"the Plan"

the Plan annexed hereto

"the Planning Permission"

such permission as is granted by the Council or by the Secretary of State for the Environment pursuant to the Application

"Shared Ownership Agreement"

an Agreement made between an Association and Shared Ownership Occupiers as hereinafter defined

"Shared Ownership Occupiers"

persons sharing ownership of an Affordable Housing Unit with an Association

and having the right to acquire an interest in a total of up to but not in excess of eighty per centum (80%) of the value of the Affordable Housing Unit

"the Site"

the land described in the First Schedule hereto

"Site with Services  
and Access"

such area of land as has been cleared of the buildings known as numbers 9 and 10 Hudnall Lane Little Gaddesden provided to the satisfaction of the Association to which such area of land is to be transferred pursuant to paragraph 1.7 of the Third Schedule hereto with all services including (without prejudice to the generality of the foregoing) electricity telephone water and drainage which complies with the requirements of Part H of the Building Regulations 1991 as amended from time to time and provided to the satisfaction of the Association to which such area of land is to be

transferred pursuant to paragraph 1.7 of the Third Schedule hereto with pedestrian and vehicular access from Hudnall Lane by means of a road which has been constructed to base course level in accordance with the standard prescribed in Roads In Hertfordshire A Design Guide March 1994 as amended from time to time and to be offered for adoption before all the Open Market Housing Units shall have been sold or occupied prior to sale following construction which area of land is shown for the purposes of identification only edged blue on the Plan

"Working Day"

Any day other than a Saturday Sunday or a Public Holiday

2. This Agreement is conditional upon the grant of the Planning Permission and shall only come into effect and be enforceable on the Commencement of the Development save that clause 3 (b) hereof shall have full force and effect from the date hereof
3. The Owner hereby undertakes and covenants with the Council with the intention of binding the Site and each and every part thereof into whosoever hands the same may come

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in the Third Schedule and
  - (b) to pay the Council's reasonable legal costs in the preparation hereof on the execution of this Agreement
- 4. The Bank hereby consents to the terms of this Agreement and acknowledges that the Site shall be bound by the covenants contained in the Third Schedule hereto.
- 5. This Agreement shall be registered as a local land charge
- 6. It is agreed and declared that any notice or other written communication required to be served under the terms of this Agreement shall be served on a party by Recorded Delivery post at its last known address PROVIDED THAT in the case of a company being the Owner any notice or written communication shall be served at its registered office address in the case of the Bank any notice or written communication shall be served at the address given in this Agreement (or such other address as shall be notified) and in the case of the Council any notice or written communication shall be served at the address given in this Agreement (or such other address as shall be notified)
- 7. The Owner shall not be liable for breach of a covenant contained in this Agreement after it shall have parted with all its interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to its liability for any breach of covenant subsisting prior to its parting with such interest

I N W I T N E S S whereof the Parties hereto have caused their Common Seals to be hereunto affixed

## THE FIRST SCHEDULE

### The Site

All that land comprising 1.33 hectares or thereabouts and known as land at numbers 8 9 10 and Expotechnik Centre Hudnall Lane Little Gaddesden Hertfordshire which is shown for the purposes of identification only edged red on the Plan

### The Owner's Interest in the Site

The Owner is seised in fee simple of the Site

### The Bank's Interest in the Site

The Bank has the benefit of a <sup>legal charge protected by a Notice of Deposit</sup> ~~lien~~ registered at H M Land Registry on 11 September 1989 over land at 8 Hudnall Lane under title number HD 238286 the benefit of a <sup>legal charge protected by a Notice of Deposit</sup> ~~lien~~ registered at H M Land Registry on 6 May 1986 over land at 9 Hudnall Lane under title number HD 207028 and the benefit of a charge by way of legal mortgage over land at and to the rear of 10 Hudnall Lane dated 23 January 1981

AW  
KRI  
SB

## THE SECOND SCHEDULE

### The Development

Demolition of a pair of semi-detached houses and redevelopment of the Site for 13 Housing Units to include 2 Affordable Housing Units and new access

## THE THIRD SCHEDULE

### Owner's Covenants Restrictions Stipulations and Obligations

1. The Owner hereby covenants with the Council that:
  - 1.1 At least ten (10) Working Days' notice of intention to effect the Commencement of the Development shall be given to the Council in writing

1.2 The Commencement of the Development shall not occur until the Council shall have given its written approval for the purposes of this Schedule to a Housing Association registered under the Industrial and Provident Societies Act 1965 or the Housing Associations Act 1985 such approval not to be unreasonably withheld or delayed

1.3 Two new Affordable Housing Units shall be constructed on the Site with Services and Access in the positions shown on the Plan and in accordance with the details shown on drawing number N442/500 Revision B and shall be ready for occupation prior to the sale or occupation following construction of any Open Market Housing Unit (and for the purposes of this Schedule an Affordable Housing Unit shall be deemed to be completed ready for occupation on the date of the Affordable Housing Certificate of Practical Completion)

1.4 The Owner shall ensure that:

(i) the Affordable Housing Certificate of Practical Completion is issued forthwith upon completion of construction of the two new Affordable Housing Units

(ii) a copy of the Affordable Housing Certificate of Practical Completion is sent on the date of its issue by recorded delivery post to the Council's Director of Planning

1.5 The two new Affordable Housing Units shall have a minimum of two bedrooms

1.6 The house at number 8 Hudnall Lane Little Gaddesden shall become an Affordable Housing Unit

1.7 No Open Market Housing Unit shall be sold or occupied until the Owner shall have transferred to an Association the unencumbered freehold estate in the Land at 8 Hudnall Lane and the Site with Services and Access within which the two new Affordable Housing Units shall have been constructed as Plots 12 and 13 in the positions shown on the Plan subject to the provisos contained in 1.7.1 1.7.2 and 1.7.3 namely

1.7.1 No transfer of the Site with Services and Access within which the two new Affordable Housing Units shall have been constructed shall take place to an Association

(i) at a price in excess of the figure agreed by the Association as accurately representing the proportion of the total actual cost of the plant labour and materials (the land for the purposes of such transfer being taken to have nil value) certified by a Chartered Surveyor who is either an Associate or a Fellow of the Royal Institution of Chartered Surveyors as being attributable to the Site with Services and Access and the two new Affordable Housing Units constructed thereon

(ii) until the two new Affordable Housing Units have been completed ready for occupation

1.7.2 No transfer of the Land at 8 Hudnall Lane shall take place to an Association at a price in excess of its market value as an Affordable Housing Unit as determined in accordance with the definition



of open market value that is recommended by the Royal Institution of Chartered Surveyors in "Statements of Asset Valuation Practice and Guidance Notes" (Third Edition) issued in August 1990 as subsequently revised

PROVIDED THAT (without prejudice to the limitation on sale or occupation following construction of any Open Market Housing Unit contained in paragraph 1.7 above) in the event of a dispute in relation to the costing pursuant to paragraph 1.7.1(i) above and/or the valuation pursuant to paragraph 1.7.2 above either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors (or his deputy or nominee) to appoint an independent surveyor (who shall act as an expert and not as an arbitrator) and the decision of such independent surveyor shall be final and binding on both parties and in the event that such independent surveyor shall fail to act or be unwilling or unable to act (for any reason) or shall fail to make a determination within one month of his appointment either party may require such person to be discharged and another person appointed in his place by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors (or his deputy or nominee)

- 1.7.3 (a) In the event that no funding is available to the Association with which the Owner negotiated for the purposes of completion of the transfer of the Affordable Housing Units then and only then the Owner shall be entitled to sell Open Market Housing Units or allow Open Market Housing Units to be occupied prior to sale following construction without completing the transfer of the Affordable Housing Units as required by paragraph 1.7 PROVIDED THAT the Owner uses its best endeavours to

transfer the Affordable Housing Units to an Association with the benefit of funding

(b) For the avoidance of doubt in the event that some funding is available to the Association with which the Owner negotiated for the purposes of completion of the transfer of the Affordable Housing Units but such funding is not sufficient to enable such Association to complete the acquisition of all the Affordable Housing Units then and only then the provisions of paragraph 1.7 above shall apply in respect only of such of the Affordable Housing Units as such Association has the funding to acquire and the proviso contained in 1.7.3(a) shall apply to such one or two Affordable Housing Units as such Association is unable to acquire due to insufficient funding

(c) For the further avoidance of doubt 1.7.3(a) and 1.7.3(b) do not affect the operation of any provision of this Agreement other than paragraph 1.7

1.8 Subject to the availability of a Housing Association grant either from the Housing Corporation or from the Council and in the case of a Housing Association grant from the Housing Corporation subject also to such grant's being sufficient in the opinion of the Council the three Affordable Housing Units shall be available for rent PROVIDED THAT in the absence of either such Housing Association grant the Association shall be entitled but (subject always to the other covenants herein contained) not required to share ownership of all the Affordable Housing Units with Shared Ownership Occupiers (and

(without prejudice to the definition of "Association" given in clause 1 of this Agreement) for the purposes of this paragraph 1.8 and paragraphs 1.10 1.11 and 1.12 below "the Association" shall mean the Association to which the Site with Services and Access and the Land at 8 Hudnall Lane are transferred pursuant to paragraph 1.7 above)

- 1.9 No Affordable Housing Unit shall be occupied otherwise than pursuant to either an assured tenancy agreement or a Shared Ownership Agreement
- 1.10 Within eight (8) weeks of the date of the transfer (or if more than one transfer within eight (8) weeks of the date of each transfer) pursuant to paragraph 1.7 above and subsequently within eight (8) weeks of an Affordable Housing Unit's becoming vacant (whatever the reason for the vacancy) assured tenancy agreements shall be concluded (in respect of such Affordable Housing Units as are to be let) with existing tenants of or applicants approved by the Association who satisfy the requirements set down in paragraph 1.12 below
- 1.11 Within four (4) months of the date of the transfer (or if more than one transfer within four (4) months of the date of each transfer) pursuant to paragraph 1.7 above and subsequently within four (4) months of an Affordable Housing Unit's becoming vacant (whatever the reason for the vacancy) Shared Ownership Agreements shall be concluded (in respect of such Affordable Housing Units as are to be occupied by Shared Ownership Occupiers) with existing tenants of or applicants approved by the Association who satisfy the requirements set down in paragraph 1.12 below

1.12 The existing tenants of and/or applicants approved by the Association and those persons nominated by the Council shall comply with the Association's criteria of housing need such criteria to be agreed with the Council and shall include (save as hereinafter provided) in descending order of priority persons who:-

(a) have been ordinarily resident within

(i) the settlement of Little Gaddesden and/or

(ii) the Parish of Little Gaddesden

immediately prior to such allocation or

(aa) have a local connection with Little Gaddesden by virtue of

(i) having close family associations within Little Gaddesden

(ii) having been ordinarily resident within Little Gaddesden during a previous period

(iii) having permanent employment within Little Gaddesden

Provided that for the purposes of this sub-paragraph (a) and (aa) are not expressed in order of priority and (a)(i) and (ii) and (aa)(i) (ii) and (iii) are not expressed in order of priority

(b) immediately prior to such allocation have been ordinarily resident in any of the Parishes adjoining the Parish of Little

Gaddesden being the Parishes of Nettleden with Potten End Great Gaddesden Aldbury and the rural part of the Parish of Northchurch being the part outside the boundary of the town of Berkhamsted as defined in the Dacorum Borough Local Plan for the time being

- (c) immediately prior to such allocation have been ordinarily resident in any part of Dacorum other than those parts covered by (a) and (b) above
- (d) have a local connection with the parts of Dacorum specified in (b) and (c) above by virtue of (not in order of priority)
  - (i) having close family associations within the said parts of Dacorum
  - (ii) having been ordinarily resident within the said parts of Dacorum during a previous period
  - (iii) having permanent employment within the said parts of Dacorum
- (e) immediately prior to such allocation have been on the Association's waiting-list for accommodation for the time being

PROVIDED THAT

- 1.13 where it is established to the Council's satisfaction that it is not possible for an agreement to be concluded in respect of any Affordable Housing Unit in accordance with the provisions contained in paragraphs 1.10 to 1.12 inclusive hereof an assured tenancy agreement or

Shared Ownership Agreement as agreed with the Council shall be concluded in respect of such Affordable Housing Unit with any person who is considered by the Council in its absolute discretion to be in need of such accommodation

1.14 the Council shall on request from time to time be provided with a list of existing tenants or applicants who have been housed within the Affordable Housing Units

1.15 where any financial institution ("the Lender" which expression shall include any successor financial institution) has lent monies to an Association on the security of Affordable Housing Units and the Association is in breach of a loan agreement mortgage or legal charge ("the Loan Documentation") in such a way as to enable the Lender to exercise the power of sale the obligations contained in paragraphs 1.8 to 1.14 inclusive of this Schedule shall not apply to the Affordable Housing Units the subject of the Loan Documentation which has been breached if and only if the Lender

(i) has immediately upon repossession of the Affordable Housing Units the subject of the Loan Documentation which has been breached served a notice on the Council's Director of Housing and Health for the time being informing him/her of the said repossession and

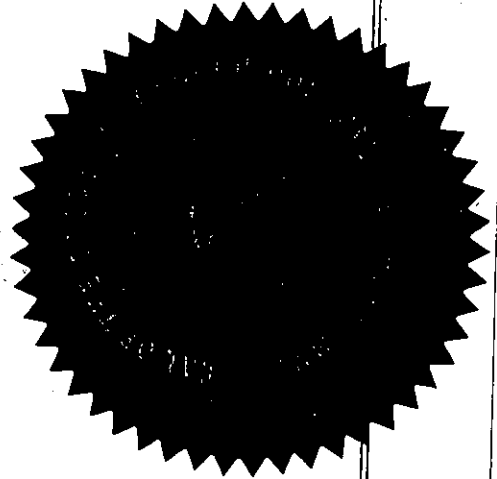
(ii) proves to the entire satisfaction of the Council's Director of Housing and Health for the time being that it has used its best endeavours to negotiate with an Association and unconditionally to exchange contracts for the sale of the

Affordable Housing Units the subject of the Loan Documentation which has been breached with an Association at a price sufficient to pay the Lender all monies costs and expenses owing to it under the Loan Documentation

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

*Keith Hume*  
Chief Executive

*S. Baker*  
Assistant Director  
(Law)



SEAL REGISTER  
BOOK 9  
ENTRY 572

THE COMMON SEAL of  
THE OWNER  
was hereunto affixed  
in the presence of:

Director

*David Clark*

Secretary

*Anthony W. Fay*

THE COMMON SEAL OF  
THE BANK was  
hereunto affixed  
in the presence of:

*[Signature]*  
ASSISTANT RISK MANAGEMENT DIRECTOR

Authorised Sealing Officer

17967163