

TOWN & COUNTRY PLANNING ACT 1971



DACORUM BOROUGH COUNCIL

DD

To:

George Hawkins Associates
23A Crendon Street
High Wycombe
Bucks HP13 6LJ

Change of Use Farm Barn to Dwelling

Details of materials: Tucker's Loughborough Reclaimed
Antique Tiles Hand Made Multi-coloured Reclaimed Bricks

Random Farm, Stoney Lane, Bovington, Herts

Brief
description
and location
of proposed
development

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder the Council hereby gives approval to the details which were reserved for subsequent approval in planning permission no **4/0672/89**

granted on **22 August 1989** at the above-mentioned
location in accordance with the details submitted by you, with your
application dated **6 September 1989**

Dated **Third** day of **October** 1989

Signed

Designation Chief Planning Officer

NOTE: This is not a separate planning permission, but must be read in conjunction with any conditions attached to the permission indicated above.

DATE

22nd August

1989

DACORUM BOROUGH COUNCIL

(1)

and

RICHARD DAYNES

(2)

and

REGINALD PERCY DAYNES
EILEEN ELIZABETH DAYNES

(3)

COUNTERPART
AGREEMENT

pursant to S.52 Town and
Country Planning Act 1971 and S.33 Local Government
(Miscellaneous Provisions) Act 1982
relating to land situate at
Random Farm
Stoney Lane
Bovingdon
Hertfordshire

KEITH HUNT
Borough Secretary
Dacorum Borough Council
Civic Centre
Marlowes
Hemel Hempstead
Herts HP1 1HH

File Ref: 7.89/AMW/MB/DAYNES/BS.6

THIS AGREEMENT is made the *twenty second* day
of *August* 19*89*

BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes
Hemel Hempstead Hertfordshire HP1 1HH (hereinafter called "the
Council") of the first part and RICHARD DAYNES of Random Farm
Stoney Lane Bovingdon Hertfordshire (hereinafter called "the
Applicant" which expression shall include the Applicant's
successors in title and assigns) of the second part and REGINALD
PERCY DAYNES and EILEEN ELIZABETH DAYNES of Random Farm Stoney
Lane Bovingdon Hertfordshire (hereinafter called "the Owners"
which expression shall include the Owners' successors in title
and assigns) of the third part

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 as amended for the area of land described in the First Schedule hereto (hereinafter called "the Land") and also a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The Applicant and the Owners are entitled to the interests in the Land respectively described in the First Schedule hereto
- (3) Application has been made to the Council for planning permission under the Application Number and for the development described in the Second Schedule hereto (hereinafter called "the Development")
- (4) This Agreement is made pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. IN the event that planning permission with or without conditions is granted by the Council or by the Secretary of State for the Environment pursuant to the Application described in The Second Schedule hereto (hereinafter called "the Application") and such planning permission shall be implemented then this Agreement shall have full force and effect but not otherwise save that Clause 3 (b) hereof shall have full force and effect from the date hereof
2. IN consideration of the Covenants on the part of the Applicant and the Owners contained in the Third Schedule hereto the Council hereby Covenants with them that the Council will forthwith grant planning permission pursuant to the Application subject to the conditions set out in the Fourth Schedule hereto
3. IN consideration of the Council's Covenant contained in Clause 2 hereof the Applicant and the Owners hereby Covenant and undertake with the Council
 - (a) to observe and perform the Covenants set out in the Third Schedule hereto
 - (b) to pay the Council's reasonable costs in the preparation hereof on the execution of this Agreement
4. 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 respectively caused their common seal to be hereunto affixed and set their hands and seals the day and year first before written

FIRST SCHEDULE

The Land

Random Farm Stoney Lane Bovingdon Hertfordshire

shown edged red on the Plan annexed hereto ("the Plan")

The Applicant's Interest in the Land

Unencumbered fee simple in possession of the area hatched blue on the Plan

The Owners' Interest in the Land

Unencumbered fee simple in possession of the Land edged red on the Plan except the area shown hatched blue on the Plan

SECOND SCHEDULE

The Application and the Development

Application No. 4/0672/89

The Development consists of conversion of Barn to form annex to the house shown coloured green on the Plan ("the House")

THIRD SCHEDULE

Covenants on the part of the Applicant and the Owners

That the Barn shown coloured blue on the Plan shall not be residentially occupied otherwise than in conjunction with and as an annex to the House and

That the said Barn shall not be the subject of a disposal within the meaning of s.290 of the Town and Country Planning Act 1971 except as a part of the disposal of the House