

TOWN AND COUNTRY PLANNING ACT 1990
DACORUM BOROUGH COUNCIL

Application Ref. No. 4/1728/91

Raab Design
14-15 Canon Harnett Court
Warren Farm Wolverton Mill
Milton Keynes, Bucks
MK12 5NF

DEVELOPMENT ADDRESS AND DESCRIPTION
=====

Wheelers Lane, Hemel Hempstead,

SUBMISSION OF DETAILS OF LANDSCAPING PURSUANT TO P/P 4/0547/91 (RESIDENTIAL
DEVELOPMENT 90 HOUSES & ROADS)

Your application for *the approval of details or reserved matters* dated 19.12.1991
and received on 23.12.1991 has been **GRANTED**; subject to any conditions set out
on the attached sheet(s).

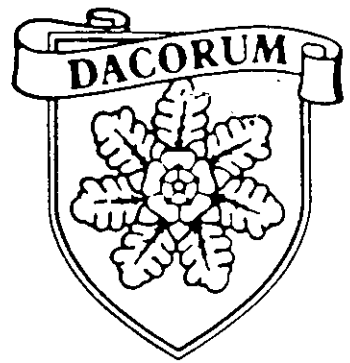
Director of Planning.

Date of Decision: 30.03.1992

(encs. - Conditions and Notes).

CONDITIONS APPLICABLE
TO APPLICATION: 4/1728/91

Date of Decision: 30.03.1992



This permission relates to the landscaping details shown on Dwg No. RB 108/75 B.

REASON:

For the avoidance of doubt.

NORTGATE
DOCUMENT STAMPED
TO ENSURE DETECTION
BY SCANNER

DATE

24 20th September
wtr

1991

DACORUM BOROUGH COUNCIL

(1)

and

PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED

(2)

AGREEMENT pursuant to S.106 Town and
Country Planning Act 1990 and S.33 Local Government
(Miscellaneous Provisions) Act 1982
relating to land situate at:
Wheelers Lane
Hemel Hempstead
Hertfordshire

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

File Ref: 8.91/32/126/173/AMW/SGC/CA/BS.6

cT_B

THIS AGREEMENT is made the ^{24th} ~~20th~~ day
of ^{WTP} September 1991 BETWEEN DACORUM BOROUGH
COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire
HP1 1HH (hereinafter called "the Council") of the first part and
PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED whose registered
office is at Canterbury House Canterbury Road London NW6 5SU
(hereinafter called "the Owner" which expression shall include
the Owner's successors in title and 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 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 Owner is entitled to the interest in the Land described in the First Schedule hereto and is also a Housing Authority registered with the Housing Corporation
- (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) The amount of car parking spaces to be provided as part of the Development is an amount lesser by 20% than the amount applicable in the local planning authority's current car parking guidelines and therefore the local planning authority wishes to restrict occupation of the Development to categories of persons likely to have low car ownership
- (5) This Agreement is made pursuant to s.106 of the Town and Country Planning Act 1990 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

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. 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 Owner contained in the Third Schedule hereto the Council hereby Covenants with the Owner that the Council will forthwith grant planning permission pursuant to the Application subject to conditions in the form annexed hereto
3. IN consideration of the Council's Covenant contained in Clause 2 hereof the Owner hereby Covenants and undertakes 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
5. The Owner covenants with the Council that it shall not transfer the Land or part thereof otherwise than to a housing association registered with the Housing Corporation

6. It is hereby agreed and declared that this agreement shall not affect or bind a mortgagee of the Land who shall be entitled to sell by transfer or lease all or part of the Land free from the terms of this agreement

I N W I T N E S S W H E R E O F the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

FIRST SCHEDULE

The Land

Land at Wheelers Lane Hemel Hempstead Hertfordshire shown edged red on the Plan annexed hereto and comprising an area of 5 acres or thereabouts in respect of which the Owner has entered into a Contract to Purchase of even date

SECOND SCHEDULE

The Application and the Development

Application No. 4/0547/91FL

The Development consists of Residential development of 90 houses with (54 two bedroom houses and 36 three bedroom houses) with car parking and an access road

THIRD SCHEDULE

Covenants on the part of the Owner

The Owner hereby Covenants with the Council as that for so long as the Land is owned by a Housing Association registered with the Housing Corporation:

1. The houses to be constructed as part of the Development shall be used solely for the provision of rented accommodation (hereinafter referred to as "Rented Accommodation") each house being occupied only under the terms of an Assured Tenancy as defined in the Housing Act 1985 or (so far as is lawful) under any other form of tenancy which does not include the right for a tenant to acquire the freehold or leasehold of the dwelling or any part thereof
2. The allocation of persons as tenants of and the management of the Rented Accommodation shall not be carried out otherwise than by a Housing Association registered with the Housing Corporation
3. That the allocation of tenancies of the Rented Accommodation shall be made under the provisions of an Agreement to be made between the Owner and the Council
4. (i) at any given time so far as may be practicable the percentage of tenants of the Rented Accommodation who are in receipt of State Benefits provided for persons of low or no income shall not be less than 30%

(ii) the Owner shall use all reasonable endeavours to procure that if the percentage of tenants of the Rented Accommodation who are in receipt of State

CONDITIONS APPLICABLE
TO APPLICATION: 4/0547/91

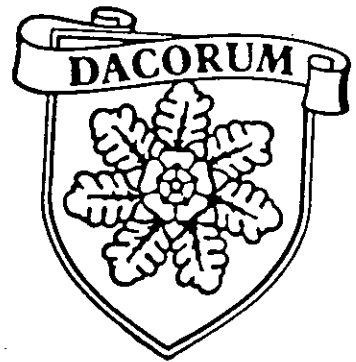
Date of Decision: XXXXXXXXXX



1. The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice.
2. The proposed development affects a public sewer and details of works to safeguard the sewer shall be submitted to and approved by the local planning authority prior to any works commencing on site.
3. The development hereby permitted shall not be occupied until the roadway, access, turning and circulation areas shall have been laid out and substantially constructed to the satisfaction of the local planning authority, and they shall be kept clear and available for proper use at all times.
4. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 or any amendments thereto, there shall be no extension or addition to the buildings hereby permitted without the express written permission of the local planning authority.
5. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 (or any order revoking and re-enacting that Order), no fences, gates or walls shall be erected within the curtilage of any dwellinghouse forward of any wall of that dwellinghouse which fronts onto a road.
6. 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.
7. 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.
8. The development hereby permitted shall not be occupied until the arrangements for vehicle parking shown on the approved plans shall have been provided, and they shall not be used thereafter otherwise than for the purposes approved.
9. The areas edged and hatched green on Dwg No RB/108/10 shall at all times be kept free from any planting, structures, erections or other obstructions between 600mm and 2.0m above carriageway level.

CONDITIONS APPLICABLE
TO APPLICATION: 4/0547/91

Date of Decision: XXXXXXXXXX



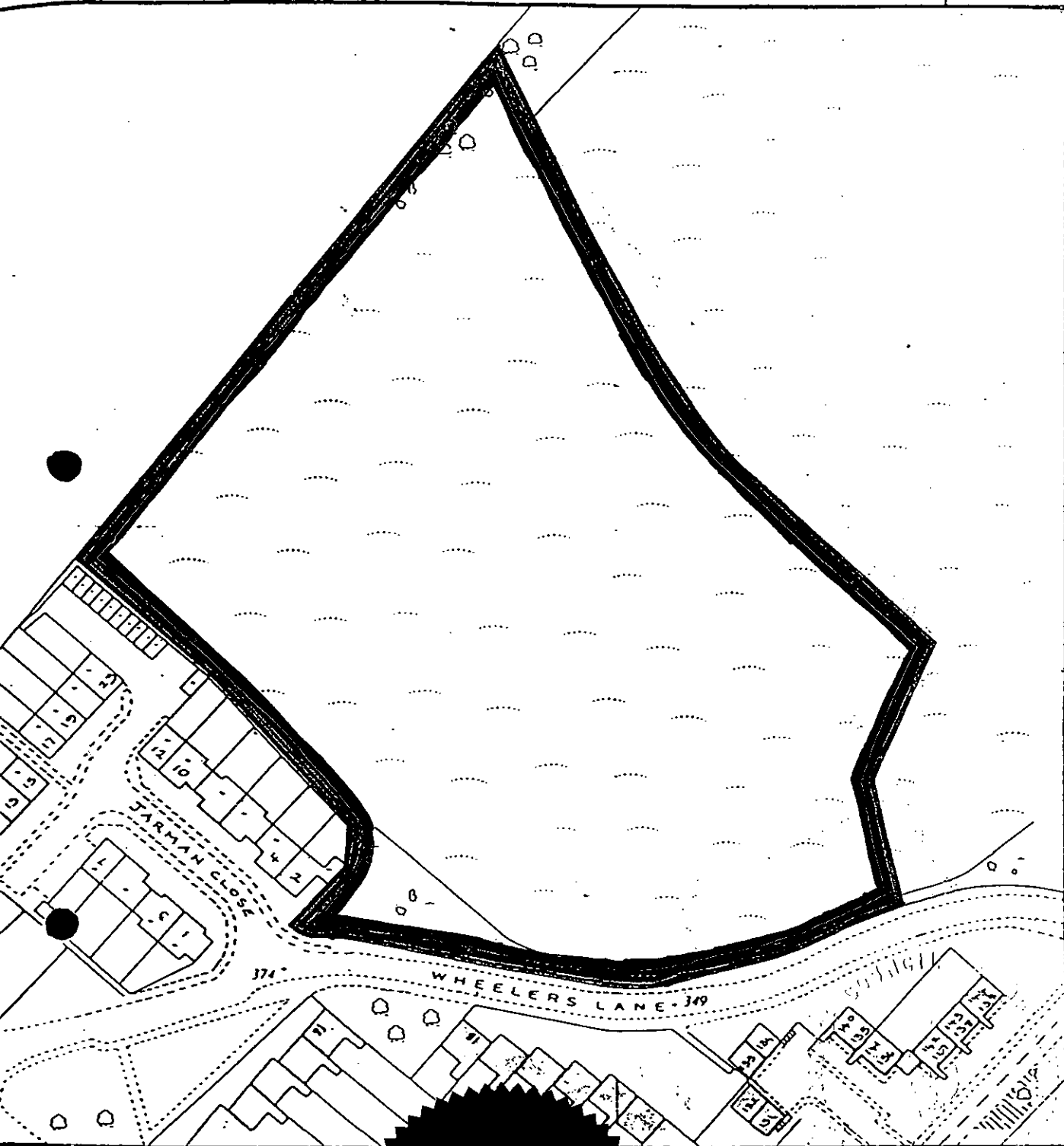
10. The existing trees on the site shall be retained and adequately protected to the satisfaction of the local planning authority for the duration of development and shall not be wilfully damaged or destroyed, uprooted, felled, lopped or topped during that period without the previous written consent of the local planning authority. Any trees removed without such consent or dying or being severely damaged or becoming seriously diseased during that period shall be replaced with trees of such size and species as may be agreed with the local planning authority.

REASONS FOR CONDITIONS APPLICABLE
TO APPLICATION: 4/1032/91

1. To comply with the provisions of s.91 of the Town and Country Planning Act 1990.
2. To ensure proper drainage of the site.
3. To ensure the safe, economic, durable, attractive and proper development of the estate.
4. In order that the local planning authority may retain control over further development in the interests of residential and visual amenity.
5. In order that the local planning authority may retain control over further development in the interests of residential and visual amenity.
6. To maintain and enhance visual amenity.
7. To maintain and enhance visual amenity.
8. To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.
9. In the interests of highways safety.
10. To maintain and enhance visual amenity.


DEPUTY MAYOR

LAND AT WHEELERS LANE HEMEL HEMPSTEAD.



EM Sheppard
COMMITTEE MEMBER

Maria Akeley
COMMITTEE MEMBER

SECRETARY

Coram Borough Council, Tech. Serv. Dept.
STATES DIVISION

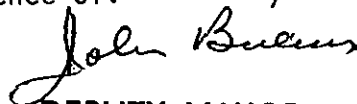
Scale 1:1250 O.S. Map No N 22 SW

John Butters
DEPUTY MAYOR

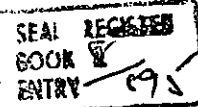
Benefits as aforesaid falls below 30% then all subsequent allocations of tenancies until the percentage figure reaches 30 shall be made with the additional condition that a prospective tenant shall be in receipt of State Benefits as a person having a low or no income

- (iii) for the avoidance of doubt it is hereby agreed that the Owner's obligations herein to let to specified categories of persons are subject to such persons being available and willing to enter into tenancy agreements of the relevant houses

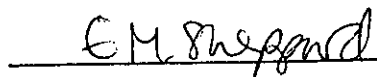
THE COMMON SEAL of
DACORUM BOROUGH COUNCIL
was hereunto affixed
in the presence of:

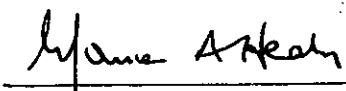

DEPUTY MAYOR ~~Chief Executive~~

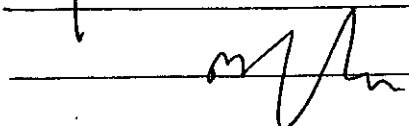

Assistant Director
(Admin)



THE COMMON SEAL of
PADDINGTON CHURCHES
HOUSING ASSOCIATION
LIMITED was hereunto
affixed in the
presence of:


COMMITTEE MEMBER
Director


COMMITTEE MEMBER


Secretary