

PLANNING PERMISSION

Town and Country Planning Act, 1990

Name and Address of Applicant

Mr R L Onions
2 Brighton Villas
Walwyn Road
Colwall
Malvern Worcs

Name and Address of Agent (if any)

Weatherhill Services
Millstone
Walwyn Road
Colwall
Malvern Worcs

Part I - Particulars of Application

Date of Application: 6.11.90.

Application No. MH 2181/90

Grid Ref: 75654259

Conversion of store room to granny annexe 2 BRIGHTON VILLAS, WALWYN ROAD, COLWALL.

Part II - Particulars of Decision

The Malvern Hills District Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act, 1990 that permission has been granted for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted subject to the following conditions:

1. The development must be begun not later than the expiration of five years beginning with the date of this permission.
2. All new external walls and roofs shall be finished in materials to match in form, texture and colour those of the existing building to the satisfaction of the Local Planning Authority.
3. The accommodation hereby permitted shall not be occupied as an independent dwelling and shall only be used for purposes ancillary to the use of the existing dwelling known as 2 Brighton Villas, Walwyn Road, Colwall. The annexe shall not enjoy any permitted development rights under any General Development Order whatsoever.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.
2. To ensure that the new work harmonises with the existing.
3. The Local Planning Authority are not prepared to allow a separate unit of accommodation in this position where no separate access or curtilage exists.

satisfactory form of development.

Informative:

1. N15 - Reason(s) for the Grant of Planning Permission.

**50. DCNE2006/0517/F - REMOVAL OF CONDITION NO 3 ON PP MH2181/90.
OCCUPANCY COMPLIANCE 2, BRIGHTON VILLA, WALWYN ROAD,
COLWALL, MALVERN, WORCESTERSHIRE, WR13 6QG**

The Development control Manager said that the Applicants had agreed to enter into a Section 106 obligation under the Town and Country Planning Regulations to keep the main house and the annexe in the same ownership instead of creating two dwellings in two separate ownerships. On the basis of this and the removal of Permitted Development Rights he said that the recommendation could be changed to approval subject to the appropriate conditions

RESOLVED THAT

The Head of Legal and Democratic Services be authorised to complete a planning obligation under Section 106 of the Town and Country Planning Act 1990 to (set out heads of agreement) and any additional matters and terms as he considers appropriate including the removal of Permitted Development Rights.

51. DATE OF NEXT MEETING

Friday 9th June, 2006

The meeting ended at 11.45 a.m.

CHAIRMAN

MEMORANDUM

To : ROLAND CLOSE – PRINCIPAL PLANNING OFFICER – H31
From : TONY WALKER – SENIOR LEGAL EXECUTIVE - PLANNING,
ENVIRONMENT AND TRANSPORT - H11
Tel : 0204 Fax: (01432) 260206 My Ref : AMW/SJB/C027/1
Date : 30th August, 2006 Your Ref : DCNE2006/0517F

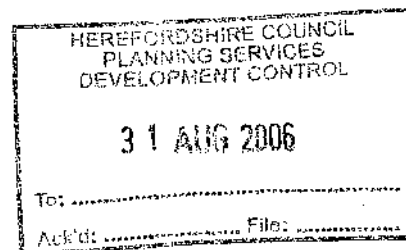
**RE: SECTION 106 AGREEMENT DATED 30TH AUGUST, 2006
2 BRIGHTON VILLA, WALWYN ROAD, COLWALL**

Please find attached a copy of the Section 106 Agreement dated 30th August, 2006.



TONY WALKER
SENIOR LEGAL EXECUTIVE - CORPORATE
LEGAL AND DEMOCRATIC SERVICES

Enc.



1182

THIS DEED dated 30th August 2006, is made BETWEEN:-

1. THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL of Brockington, 35 Hafod Road, Hereford, HR1 1SH ("the Council")
2. ROY VINCENT STOCKTON and LILIAN DOROTHY STOCKTON both of 2 Brighton Villa Walwyn Road Colwall Malvern Worcestershire WR13 6AG ("the Owner")
3. HALIFAX PLC (company registration number 2367076) Trinity Road Halifax West Yorkshire HX1 2RG ("the Mortgagee")

WHEREAS:-

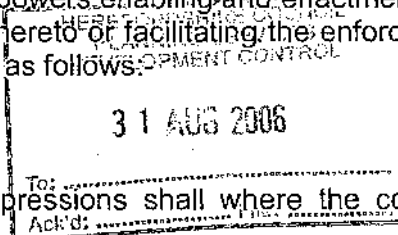
1. The Council is empowered by Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") to enter into an agreement with any person interested in land in its area for the purpose of restricting or regulating the development or use of that land.
2. The Owner is the registered proprietor of land described in Schedule 1 ("the Land").
3. The Mortgagee is a mortgagee of the Land under a legal charge dated 2nd December 2004 made between the Owner and the Mortgagee.
4. The Owner has by application dated 20th February 2006 ("the Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Application.
5. The Council acting by its area planning sub-committee has resolved to delegate authority to its officers for the grant of planning permission (subject to conditions) in pursuance of the Application subject to the Owner entering into this deed with the Council for the purpose of restricting or regulating the development or use of the Land in manner hereinafter appearing.
6. The Council is the local planning authority for the area in which the Land is situated and by whom the restrictions and obligations contained in this deed are enforceable.

NOW THIS DEED is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that section, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and WITNESSES as follows:-

1. Words and Expressions

In this Deed the following words and expressions shall where the context so admits have the following meanings:-

- 1.1 the expressions "the Council" and "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns.
- 1.2 words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the



Owner" covenants expressed or implied to be made by the Owner shall be deemed to be made by such persons jointly and severally.

- 1.3 words importing the one gender includes the other gender.
- 1.4 references in this deed to a person or persons shall include corporations unincorporated associations trust bodies and all other legal entities.
- 1.5 words denoting an obligation on a party to do any act include an obligation to procure that it be done.
- 1.6 words placing a party under a restriction include an obligation not to permit an infringement of that restriction.
- 1.7 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment for the time being in force.
- 1.8 "dispose of" and "disposal" mean any transaction whether or not for value by which the freehold or leasehold interest in the Land is transferred by one party to another and such terms shall be construed accordingly
- 1.9 "Plan" means the plan annexed to this deed.
- 1.10 "Planning Permission" means the planning permission that the Council has resolved to grant (subject to the completion of this deed) pursuant to the Application.

2. Covenants

- 2.1 The Owner, for the purposes of Section 106 of Act and with the intention of binding himself and all persons deriving title under him to the Land and each and every part thereof hereby agrees and covenants with the Council to observe the restrictions set out in Schedule 3

3. Consent and Acknowledgement

The Mortgagee hereby consents to the execution of this deed and acknowledges that the Land shall be bound by the restrictions contained in this deed.

4. Reservations

Nothing in this deed shall prevent the Council from exercising any of its statutory powers or functions in relation to the development of the Land.

5. Local Land Charge Provisions

This deed is a local land charge and shall be registered as such.

6. Costs

Before the completion of this deed the Owner shall pay to the Council the reasonable and proper costs and disbursements incurred by the Council in the preparation and completion of this deed.

7. Declarations

IT IS HEREBY AGREED AND DECLARED that

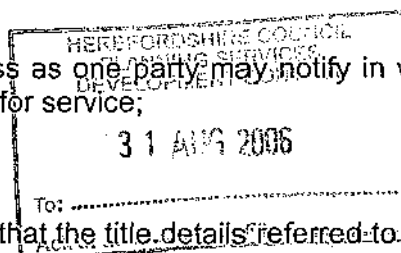
- 7.1 neither the Owner nor the Mortgagee shall be entitled to any costs or compensation whatsoever from the Council arising from the agreement restrictions and obligations contained in this deed.
- 7.2 If any provision in this deed shall be held to be invalid illegal or unenforceable the validity legality or enforceability of the remaining provisions hereof shall not in any way be deemed to be affected or impaired.
- 7.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed, therefore any person who is not a party to this deed cannot enforce any of its terms in their own right but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
- 7.4 No person shall be liable for a breach of covenant contained in this deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.5 With the exception of paragraphs 5 and 6 above which take effect on the date of this deed the agreements restrictions and obligations contained in this deed are conditional upon the issue of the Planning Permission by the Council
- 7.6 No waiver (whether express or implied) by or on behalf of the Council of any breach or default of the Owner in observing the restrictions or performing the obligations or other terms of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the restrictions obligations or other terms of this deed or from acting upon any subsequent breach
- 7.7 The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Act 1972 shall apply to any notice to be served under or in connection with this deed and any notice:
- 7.7.1 to the Council shall be in writing and sent to the Development Control Manager Planning Services Herefordshire Council Blueschool House Blueschool Street Hereford HR1 2ZB (quoting reference DCNE 2006/0517/F);
- 7.7.2 to the Owner shall be in writing and sent to the address set out at the beginning of this deed; or
- 7.7.3 to either party at such other address as one party may notify in writing to the other at any time as its address for service;

8. Warranty as to Title

The Owner hereby warrants to the Council that the title details referred to in recital 2 and in the First Schedule hereto are complete and accurate in every respect

9. Headings

The headings in this deed are for convenience only and shall not be taken into account in the construction and interpretation of the parts of this deed to which they relate.



IN WITNESS of which this instrument has been duly executed as a deed by the parties the day and year first before written

SCHEDULE 1
(the Land)

The freehold land together with the buildings thereon known as 2 Brighton Villa Walwyn Road Colwall Malvern Worcestershire WR13 6QG and every part of it shown edged red on the Plan and registered with title absolute under title number HW105326

SCHEDULE 2
(the Application)

An application for planning permission dated 20TH February 2006 made under the Council's reference DCNE2006/0517/F for "removal of condition 3 of planning permission MH90/2181"

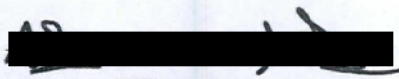
SCHEDULE 3
PART A
(the Agreement)

No dwelling erected on the Land shall be occupied by anyone except in accordance with the restriction in Part B of this Schedule

PART B
(the Restriction)

Not to dispose of the Land except by way of a disposal of the whole of the Land and every part of it with the intention that no part of the Land shall be severed from the remainder

EXECUTED AS A DEED when
THE COMMON SEAL of
THE COUNTY OF HEREFORDSHIRE
DISTRICT COUNCIL
was hereunto affixed BY ORDER


Authorised Officer

Dated 30th August 2006

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

- and -

R.V.STOCKTON and L.D.STOCKTON

- and -

HALIFAX PLC

DEED OF PLANNING OBLIGATION

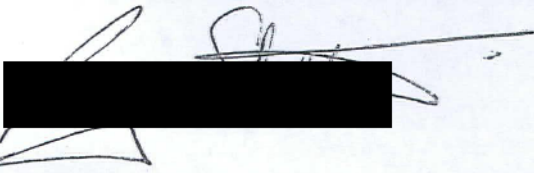
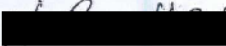
made under the provisions of

Section 106 Town and Country Planning Act 1990 (as amended)
relating to



2 Brighton Villa Walwyn Road Colwall Malvern Worcestershire

The County of Herefordshire District Council,
Legal and Democratic Services
Brockington,
35 Hafod Road,
Hereford, HR1 1SH.

SIGNED AS A DEED by
ROY VINCENT STOCKTON
in the presence of



ASHFIELD
EVENING
LAW
COLWALL GREEN
WRIS 6DY


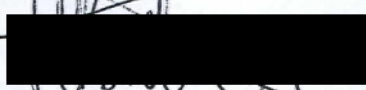
SIGNED AS A DEED by
LILIAN DOROTHY STOCKTON
in the presence of



ASHFIELD, EVENING LAW,
COLWALL GREEN,
WRIS 6DY.

SIGNED AS A DEED by

an authorised signatory
for and on behalf of
HALIFAX PLC

in the presence of

HEREFORDSHIRE COUNCIL
PLANNING SERVICES
DEVELOPMENT CONTROL

31 AUG 2006
To:
Ack'd: File:



This copy has been produced specifically for Planning purposes. No further copies may be made.

APPLICATION NO: DCNE2006/0517/F

SCALE : 1 : 1250

SITE ADDRESS : 2, Brighton Villa, Walwyn Road, Colwall, Malvern, Worcestershire, WR13 6QG

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**Herefordshire
Council**

Working in partnership for the people of Herefordshire



Herefordshire

County of Herefordshire District Council,
Brookington, 35 Hafod Road, Hereford, HR1 1SH.
website: www.herefordshire.gov.uk
switchboard: 01432 260000

Note: Rights of Way data is undergoing PAI verification. Until this is completed, a buffer has been applied and all routes are indicative only.



Location:

Description:

Map Scale 1:1,177 ; Map Centre OS Grid Reference 375,686.070345:242,586.814141

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