



Reading
BOROUGH COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPENSATION ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1988
APPLICATION TO VARY CONDITION UNDER SECTION 73 OF THE TOWN
AND COUNTRY PLANNING ACT 1990

To: MG Leisure
Westerlea
Cadhay Lane
OTTERY ST MARY
Devon EX11 1QZ

Application No:
96/0986/VC

Applicant: Mr E Harvey

READING BOROUGH COUNCIL as Local Planning Authority HEREBY VARIES
Condition No.2(ii) of planning permission 81/TP/334 granted on
14 October 1989 for:

Continued use of land as mobile home park

at HARVEYS NURSERIES, PEPPARD ROAD

Condition 2(ii) now reads as follows:

No extension/addition to a mobile home shall be situated less than 2 metres
from any highway or site road used by vehicular traffic. Reason: to comply
with Model Standards for mobile home sites as defined by circular 14/89.

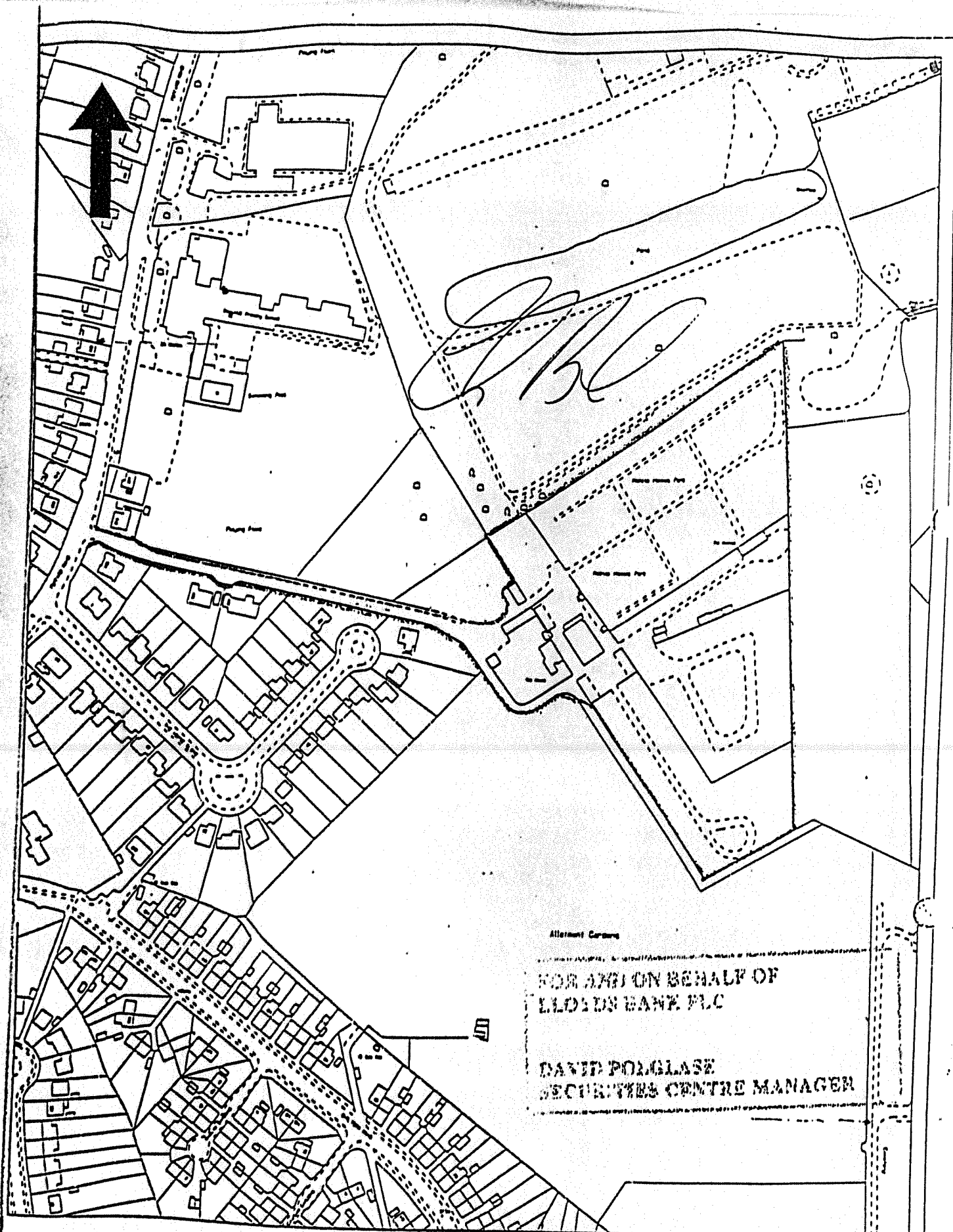
INFORMATIVE - A legal agreement and deed of variation relate to this site.

ALL OTHER CONDITIONS STILL APPLY.

Date: 27 March 1998

Head of Planning and ¹³
Transport Strategy

OTHER STATUTORY CONSENTS MAY BE REQUIRED
PLEASE READ THE NOTES ISSUED WITH THIS DECISION NOTICE



Title: Location Plan.

Harveys Nurseries Mobile Home Park, Peppard Road, Caversham.

Date: 08/01/97

Drg.No. 96/0986/VC/P8

Scale: 1:2500

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Reading
BOROUGH COUNCIL

140

READING BOROUGH COUNCIL

WARD: Peppard

ITEM NO.

PLANNING COMMITTEE - 5 MARCH 1997

REPORT BY THE HEAD OF PLANNING AND TRANSPORT STRATEGY

96/0986/VC/PB - HARVEYS NURSERIES, PEPPARD ROAD

Section 73 application to continue use of mobile home park without compliance with condition 2(ii) of planning consent 81/TP/334 which states that "no extension /addition to a mobile home shall be situated less than 3m from any highway or site road used by vehicular traffic".

Introduction

1. Harveys Nurseries is a mobile home park to the east of Peppard Road and to the rear of Horse Close. Access is from Peppard Road and is partially screened by the walls of Caversham Park which are listed.

Planning History

2. The mobile home site has existed since the early 1950s on a series of temporary planning consents and was formerly within the boundaries of South Oxfordshire District Council.

On 10/4/81 planning consent was granted by this Council (81/TP/334) for "The continued use of land as a mobile home park and its occupation by no more than 96 homes, continued use of land and buildings for the sale and maintenance of mobile homes, continued use of the improved access road to Peppard Road". This consent included a legal agreement, a then Section 52 agreement.

Proposal

3. The application is to continue the use of mobile home park without compliance with condition 2(ii) of planning consent 81/TP/334 which states that "no extension /addition to a mobile home shall be situated less than 3m from any highway or site road used by vehicular traffic". The reason that this condition was added was to comply with the Caravan Sites and Control of Development Act 1960 Model Standards.

In addition, the legal agreement accompanying application 81/TP/334 stated in clause (ii)b that "no mobile home shall be situated less than three metres away from any highway or site road used by vehicular traffic". The applicant has requested a deed of variation to amend the legal agreement to change the distance of 3m to 2m, the latter being the minimum distance in the revised Model Standards (Circular 14/89).

Consultations

4. Letters were sent to: The House, The Retreat, off Peppard Road; 12A, 14, 15 The Horse Close. No objections were received.

Environmental Health and Licensing raise no objections.

Transport Implications

5. No highways objections were raised.

Access for the Disabled

6. Not applicable for this application.

Sustainability Implications

7. The proposal does not result in any significant land use, pollution or ecological implications.

Appraisal

8. Although the operational details of the site are controlled by a Site Licence, the Model Standards for permanent residential mobile home sites defined by Circular 14/89 have not been adopted by the Council for licensing purposes. However, the condition and the clause were added to the consent for application 81/TP/334 to reflect the Model Standards of the time.

As these Model Standards have subsequently been revised by The Department of the Environment, I consider the applicant's request to revise the condition and legal agreement in line with these revisions is reasonable. I do not consider that the reduction in distance from 3m to 2m will have a detrimental impact on the amenities of the residents.

Although the application seeks the removal of condition 2(ii) [as well as a variation of the legal agreement], in my view a revised condition should be added relating to extensions/additions to mobile homes not being sited less than 2m from the highway. The reason for this is that the legal agreement refers to the mobile homes themselves and not specifically to extensions or additions.

Recommendation

9. DELEGATE to officers to REFUSE planning permission unless a deed of variation to amend clause (ii)b of the previous legal agreement is completed within 12 months.

If grant, condition to include: no extension /addition to a mobile home shall be situated less than 2m from any highway or site road used by vehicular traffic.

P Brown

FILE COPY

DATED

18th September 1981

READING BOROUGH COUNCIL

- and -

E. E. HARVEY

SECTION 52 AGREEMENT

relating to Harvey's Nurseries,
Peppard Road, Caversham, Reading

DIR	
LS	

W. H. Tee,

Chief Executive and Town Clerk,
Reading Borough Council,
Civic Offices, Civic Centre,
Reading, RG1 7TD.

HMC/SDB/LEGAL502:AGT/SEC52/15

THIS AGREEMENT is made the 18th day of September 1981 One thousand nine hundred and Eighty-one BETWEEN READING BOROUGH COUNCIL of Civic Offices Civic Centre Reading in the County of Berkshire (hereinafter called "the Council") of the one part and ERIC EDWARD HARVEY of Harvey's Nurseries Peppard Road Caversham Reading aforesaid (hereinafter called "the Developer") of the other part .

WHEREAS :-

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1971 for the Borough of Reading in which the property known as Harvey's Nurseries Peppard Road Caversham Reading aforesaid and which is outlined red on the plan No.C1004/1 attached hereto (hereinafter called "the Site") is situated
 - (2) The Developer is the owner in fee simple of the Site
 - (3) The Developer has made an application (81/TP/334) for Planning Permission to develop the Site by the continued use of land as a Mobile Home Park (96 homes) and continued use of land and buildings for the sale and maintenance of Mobile Homes and the continued use of an improved access road to Peppard Road
 - (4) This Agreement is conditional on the grant by the Council of Planning Permission (hereinafter called "the Permission") pursuant to the above recited Planning Application
 - (5) This Agreement is made by virtue of the Town and Country Planning Act 1971 Section 52 and the covenants herein contained are expressed to be subject to and enforceable in the manner set out in the Housing Act 1974 Section 126 as amended by the Local Government (Miscellaneous Provisions) Act 1976 Section 43
- NOW THIS DEED WITNESSETH as follows:-

1. The Developer covenants and agrees with the Council with the intent that this Agreement shall be enforceable without any limits of time against the Developer any person deriving title from the Developer in respect of the

Developer's interest in any part of the Site and any person deriving title under the Developer in respect of a lesser interest in any part of the Site as if that person had also been an original covenanting party in respect of the interests for the time being held by him that:-

- (i) Within a period of five years from the date of this Agreement all mobile homes on the Site will be so situated as to ensure that a minimum distance of 5 metres is maintained between each mobile home in accordance with Plan No.C1004/1 attached hereto
- (ii) From the date of this Agreement the siting of any new mobile home on the Site or the siting of any new mobile home on any extension to the Site will be subject to the following conditions:-
 - (a) No mobile home will be situated less than six metres away from any other mobile home
 - (b) No mobile home shall be situated less than three metres away from any highway or site road used by vehicular traffic
 - (c) No outbuildings will be erected within the curtilage of a mobile home which will reduce the distance between that outbuilding and any other mobile home to less than 5 metres

2. IT IS HEREBY AGREED that for the purposes of this Agreement the term person shall include any body of persons corporate or unincorporate

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Developer has hereunto set his hand and seal the day and year first before written

THE COMMON SEAL of READING)

BOROUGH COUNCIL was hereunto)

affixed in the presence of:-)

W. J. J. (s)
W. J. J.
(5314
AEN)

DEPUTY TOWN CLERK

Dated 24th March 1998

READING BOROUGH COUNCIL (1)

ERIC EDWARD HARVEY (2)

LLOYDS BANK PLC (3)

SANDRA JOHNSON (4)

DEED OF VARIATION
of an Agreement dated
18 September 1981 made pursuant to
Section 52 of the Town and
Country Planning Act 1971

R C Taylor
Head of Legal Services
Reading Borough Council
Civic Offices Civic Centre
Reading RG1 7ER

SS/L/ROS/5400
datix04/026001.dtx/DR

A DEED OF VARIATION made on

1 June

1997

B E T W E E N

- (1) READING BOROUGH COUNCIL of Civic Offices Civic Centre Reading Berkshire RG1 7TD (hereinafter called "the Council")
- (2) ERIC EDWARD HARVEY of Harvey's Nurseries Peppard Road Caversham Reading Berkshire (hereinafter called "the Owner")
- (3) LLOYDS BANK PLC of 24 Broad Street Reading Berkshire (hereinafter called "the Mortgagee")
- (4) SANDRA JOHNSON of 12 Windmill Drive Croxley Green Richmansworth Hertfordshire (hereinafter called "the Tenant")

This Deed of Variation (hereinafter called "the Deed") is supplemental to an Agreement dated 18 September 1981 between Reading Borough Council (1) and Eric Edward Harvey (2) (hereinafter called "the Principal Agreement") made pursuant to Section 52 of the Town and Country Planning Act 1971 ("the 1971 Act")

WHEREAS

(1) The Council is the Local Planning Authority for the purposes of section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 ("the Principal Act") for the Borough of Reading in which the land known as Harvey's Nurseries Peppard Road Caversham ("the Application Land") is situated and which is for the purposes of identification only outlined red on the plan annexed hereto ("the Site Plan")

(2) The Owner is the owner in fee simple of the Application Land subject to mortgages dated 9 July 1948 24 May 1963 3 April 1967 and 18 March

1997 and has an interest in the Application Land within the meaning of the term in Section 106(9)(b) of the Principal Act. It is intended by the parties hereto that the Owner will be bound by the planning obligation hereby created.

(3) The Mortgagee has benefit of mortgages on the Application Land dated 9 July 1948 24 May 1963 3 April 1967 and 18 March 1997 and joins in this Agreement to consent the binding of the Application Land notwithstanding those prior mortgages

(4) The Council granted the Planning Permission referred to in the Principal Agreement on 18th September 1981 to develop the Application Land by the continued use of the land and buildings for the sale and maintenance of mobile homes and the continued use of an improved access road to Peppard Road.

(5) An application has been made under reference number 96/0986/VC (hereinafter called "the Application") to continue the use of the Application Land as a mobile home park without compliance with condition (b) of Clause 2(ii) of the Principal Agreement.

(6) The Application Land is subject to a lease dated 3 June 1997 between the Owner (1) and the Tenant (2) for a term of two years from and including 2 January 1997 and the Tenant is a party to this Deed so as to give effect to this Deed and is bound by this Deed.

NOW THIS DEED WITNESSES as follows:

1. The expressions used in this Deed shall unless the context otherwise requires have the same meanings as are ascribed to them in the Principal Agreement.

2. This Deed is made pursuant to and in connection with the performance of the Council's functions and is a planning obligation under Section 106