

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Town Planning
Ref. No. 470074/88

Other

Ref. No.

THE DISTRICT COUNCIL OF SACROBURN
IN THE COUNTY OF HERTFORD

To Barratt Luton Limited
P O Box 5
668 Hitchin Road
Luton.LU2 7XJ

Residential Development - 60 Houses and
Estate Road.
at Land at Chambersbury Lane
Hemel Hempstead, 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 permit the development proposed by you in your application dated 14.1.88 and received with sufficient particulars on 15.1.88 as amended 20.4.88 & 25.8.88 and shown on the plan(s) accompanying such application, subject to the following conditions:-

- (1) The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.
- (2) 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.
- (3) The development hereby permitted shall not be occupied until parking arrangements in accordance with the approved plans shall have been provided and they shall not be used thereafter for any purpose other than the parking of vehicles.

Contd/

Town Planning Ref: No: 4/0076/88

Subject to the following Conditions:- Contd/

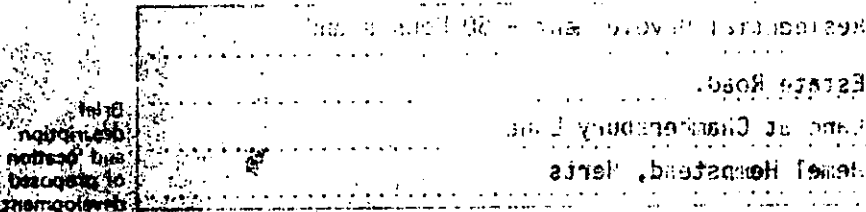
- (4) The existing Oak Trees and hedge in the adjacent verge referred to in the Schedule of Trees and Hedges annexed hereto and on drawing No. E3774/58 shall be adequately protected to the satisfaction of the local planning authority for the duration of the development and shall not be wilfully damaged or destroyed, uprooted, felled, lopped or topped during that period. If removed without the prior consent in writing of the local planning authority or being severely damaged during that period, the trees shall be replaced with a tree (or trees) of such size and species as may be agreed with the local planning authority.
- (5) The construction of the dwellings hereby permitted shall not be commenced until the works necessary to provide satisfactory access to the site shall have been carried out to the satisfaction of the local planning authority.

Dated 26th day of ... August 19 88

Signed *Colin Bond*
CHIEF PLANNING OFFICER
Designation

The reasons for the Council's decision to grant permission for the development subject to the above conditions are:-

- (1) To comply with the requirements of Section 41 of the Town & Country Planning Act, 1971.
- (2) To maintain and enhance visual amenity.
- (3) To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.
- (4) To maintain and enhance visual amenity.
- (5) In the interest of highways safety.



Resolved that the Council do hereby grant permission for the development proposed by you in your application...

This Order shall be in force from the day of the date of the Council's decision...

Signed: [Signature] [Name]

Designation: [Name]

NOTE: The Council's decision is subject to the provisions of the Act...

which others of similar size and character are permitted to be carried out...

if the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development...

notice of appeal must be made in a form which is obtainable from the Secretary of State for the Environment, Marsham Street, London W1P 3PA...

The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted otherwise than subject to the conditions imposed by the local planning authority...

(3) If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted...

(4) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 169 of the Town and Country Planning Act 1971.

DATED

1988

DACORUM BOROUGH COUNCIL

and

BARRATT (LUTON) LTD

A G R E E M E N T

under s.52 of the Town and Country
Planning Act 1971 and s.33 of the Local
Government (Miscellaneous Provisions) Act 1982
relating to development at
Chambersbury Lane
Hemel Hempstead
Hertfordshire

DRAFT COPY

Keith Hunt
Borough Secretary
Dacorum Borough Council
Civic Centre
Marlowes
Hemel Hempstead
Hertfordshire
HP1 1HH

THIS AGREEMENT is made the _____ day of _____
One thousand nine hundred and eighty eight B E T W E E N DACORUM
BOROUGH COUNCIL (hereinafter called "the Council") of the Civic
Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH of the one
part and BARRATT (LUTON) LIMITED of P O Box 5 Barratt House 668
Hitchin Road Luton Bedfordshire LU2 7XJ (hereinafter called "the
Applicant") of the other part

W H E R E A S:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the district of Dacorum
- (2) The Council is the Highway Authority for Chambersbury Lane and Northend Hemel Hempstead aforesaid
- (3) The applicant has made application to the Council for planning permission for development under reference number 4/0076/88
- (4) The applicant is the owner in fee simple absolute in possession of the unencumbered freehold interest in land at Chambersbury Lane Hemel Hempstead aforesaid which is for the purpose of identification shown edged red on the plan numbered E.8774/52 Rev.A attached hereto
- (5) It has been agreed that the Applicant will at its own expense carry out certain highway improvement works (including ancillary and statutory undertaker's works) at Chambersbury Lane and Northend Hemel Hempstead Hertfordshire as shown on plan 369-1C attached hereto consisting of
 - (i) the construction of a new carriageway footway street lighting provision of road signs landscaping of adjoining highway verges coloured grey brown yellow red circles with inset blue crosses and green
 - (ii) construction of highway drainage coloured blue and surface water sewer coloured purple and ^{faul water} ~~such other~~

sewers coloured red including the reconstruction of part of the existing carriageway and footways in Northend (hereinafter called "the Works") upon the terms conditions and stipulations hereinafter appearing

N O W THIS DEED WITNESSETH as follows:-

1. T H I S Agreement and the covenants herein contained are expressly made pursuant to S.52 of the Town and Country Planning Act 1971 and S.33 of the Local Government (Miscellaneous Provisions) Act 1982
2. T H E Applicant covenants for itself and its successors in title and so as to bind the land at Chambersbury Lane Hemel Hempstead aforesaid into whosoever hands the same may come but not so as to render the Applicant liable in damages or in any other manner for any breach of covenant so far as the same is committed after the Applicant shall have parted with all interest in the land at Chambersbury Lane aforesaid
 - (a) At its own expense to carry out the Works in accordance with plan numbered 369.1C attached hereto or such other drawings as may be approved by the Council's Director of Technical Services for the time being (hereinafter called "the Surveyor" together with such ancillary works as may be required by the Surveyor
 - (b) Not to commence the works until the Applicant has entered into a bond with a bank or insurance company to be approved by the Surveyor for the full value of the works being not less than ~~£77,740.00~~ ^{177,740.00}
 - (c) To retain and adequately protect the existing hedge on the south side of Chambersbury Lane from Northend to a point opposite 357 Chambersbury Lane for the duration of the works and not to wilfully damage destroy uproot fell lop or top the said hedge without the previous written consent of the Council

(d) On completion of this agreement to pay to the Council the sum of seven thousand one hundred and fifty-one pounds and fifty pence (£7,151.50) in reimbursement of the Council's costs of inspecting the Works

3. T H E Applicant also hereby covenants with the Council to acquire all easements and consents from all statutory undertak^{ings}~~ings~~ and public utilities before carrying out the Works

4. T H E Applicant also hereby covenants with the Council to pay the Council's reasonable costs incurred in the preparation execution and completion of this Agreement and a duplicate thereof

5. I N C O N S I D E R A T I O N of the covenants on the part of the Applicants hereinafter contained the Council hereby covenants with the Applicants that the Council will forthwith grant planning permission in respect of the development subject to the conditions contained in the First Schedule hereto

6. T H E Council also hereby covenants as follows:-

(a) That it hereby authorises the Applicant to carry out the Works

(b) That after the expiry of the twelve months' maintenance period referred to in Clause 9 of the Second Schedule and provided always that the Works have been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good the Surveyor shall thereupon issue a certificate of maintenance of the Works and as from the date of such certificate the Works shall become maintainable at public expense

7. T H I S Agreement shall be registered as a local land charge I N W I T N E S S whereof the Common Seals of the Council

and the Applicant have been hereunto affixed the day and year first before written

THE FIRST SCHEDULE

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. All planting seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season 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 1st October and to end on 31 March in the next following year
3. The development hereby permitted shall not be occupied until parking arrangements in accordance with the approved plans shall have been provided and they shall not be used thereafter for any purpose other than the parking of vehicles
4. The existing Oak trees and hedge in the adjacent verge referred to in the Schedule of Trees and Hedges annexed hereto and on drawing number E8774/58 annexed hereto shall be adequately protected to the satisfaction of the local planning authority for the duration of the development and shall not be wilfully damaged or destroyed uprooted felled lopped or topped during that period. If removed without the prior consent in writing of the local planning authority or being severely damaged during that period the tree shall be replaced with a tree (or trees) of such size and species as may be agreed with the local planning authority

5. The construction of the dwellings hereby permitted shall not be commenced until the Works necessary to provide satisfactory access to the site shall have been carried out to the satisfaction of the local planning authority

THE SECOND SCHEDULE

1. The Works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office
2. The applicant shall be responsible for ascertaining the whereabouts of all mains and services belonging to public utility undertakers likely to be affected by the Works and shall place all orders and pay all costs to the public utility undertakers for all alterations to their mains or services made necessary by the Works
3. The applicant shall accept the supervision of the Surveyor and shall carry out the Works in accordance with the detailed drawings prepared by the Applicant or its agent and approved by the Surveyor and to a standard of workmanship and quality of materials approved by the Surveyor
4. The Works shall be carried out by a roadworks contractor approved by the Surveyor. The application for approval to be in writing at least 28 days prior to the intended commencement of the works
5. To notify the Surveyor in writing at least 14 days prior to the commencement of any road works and to further notify the Surveyor in writing at least 14 days prior to the recommencement (in the event of temporary cessation) of his intention to proceed with the Works
6. The Works shall be carried out in accordance with "Specification for Highway Works" published by Her Majesty's Stationery Office in 1986 as modified and extended by the

Supplements and Revisions in force as at the date of the execution of the Works

7. The Works shall also be carried out in accordance with the specification "Residential Roads in Hertfordshire" published by the County Surveyor of Hertfordshire in 1982 as modified and extended by the revisions in force as at the date of the execution of the works
8. The Works shall unless delayed by circumstances beyond the control of the Applicant be completed to the satisfaction of the Surveyor within six months of commencement (or such extended period as may be agreed by the Surveyor) and in any event shall be completed prior to any occupation of the development
9. The Works shall be maintained for a period of twelve months from the date of the issue of a Certificate of Completion by the Surveyor and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
10. Should arrangements be made for the carrying out of the Works or any part thereof to be undertaken by any third person the Applicant will ensure that the contracts with such third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the covenants contained in this Schedule
11. The Applicant will have in force at all relevant times a policy of insurance indemnifying the Council and Hertfordshire County Council against all claims in respect of legal liability for injury or death to persons and physical damage to property arising out of or in connection with the works the insured sum to be not less than £1 million in respect of any single accident
12. To indemnify the Council and Hertfordshire County Council and keep them indemnified against all claims properly made under

Part I and part II of the land Compensation Act 1973 arising out of the use of the works

13. That upon completion of the Works the Applicant will dedicate as public highway such part of the land as is shown coloured brown grey blue and green on the plan annexed hereto so far as it can lawfully do so

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

Chief Executive

Assistant Secretary
(Admin)

THE COMMON SEAL of)
BARRATT (LUTON) LIMITED)
was hereunto affixed in the)
presence of:-)

CHAMBERSBURY LANE IMPROVEMENT (NORTHEND TO TRANQUILITY LODGE)

SCHEDULE OF TREES AND HEDGES ON NORTH SIDE

(Refer to Drawing No E8774/58 for Locations)

<u>Reference No</u>	<u>Brief Description of Works</u>
T1	Oak tree (girth 0.8m, height 5.0m) to remain. Cut branch stem above ground level and remove to directions of Woodlands Officer of Dacorum Borough Council.
T1-T2	Hedge to be carefully removed without any disturbance to the surface around T1, employing hand excavation methods to the bank and verge within a 5 m radius of T1.
T2	Oak tree (girth 1.0 m, height 5.0 m) to be removed.
T2-T3	Hedge to be carefully removed without any disturbance to the surface around T3 employing hand excavation methods to the bank and verge within a 5 m radius of T3.
T3	Oak tree (girth 1.0m height 5.0m) to remain. Remove certain dead and damaged branches to directions of Woodlands Officer of Dacorum Borough Council.
T4	Oak tree (girth 1.0m, height 6.0 m) to be removed.
T5	Field Maple (girth 1.0 m, height 5.0 m) to remain. Remove certain dead and damaged branches to directions of Woodlands Officer of Dacorum Borough Council.
T4-T5	Hedge (part length only) to be carefully removed without any disturbance of the surface around T5, employing hand excavation methods to the bank and verge within a 5 m radius of T5.
T5-T6	Hedge (part length only) to be carefully removed without any disturbance of the surface around T6, employing hand excavation methods to the bank and verge within a 5 m radius of T6.

T6	Oak tree (girth 2.9m, height 18.0 m) to remain. Remove certain dead and damaged branches to directions of Woodlands Officer of Dacorum Borough Council.
T6-T7	Hedge to be carefully removed without any disturbance of the surface around T6, employing hand excavation methods to the bank and verge within a 5 m radius of T6.
T7	Oak tree (girth 0.7 m, height 4.0 m) to be removed.
T7-T8	Hedge to remain.
T8	Oak tree (girth 0.5m, height 5.0 m) to be removed.
T8-T9	Hedge to be removed.
T9	Oak tree (girth 0.8m, height 5.0 m) to be removed.
T9-T10	Hedge to be removed.
T10-T11	Ash tree (girth 2 x 7.0 m, height 5.0 m) to be removed.
T11	Proposed width restriction. Hedge to be removed.

At proposed width restriction, hedge to remain.

Note:-

The Woodlands Officer is based at the Civic Centre, Marlowes, Hemel Hempstead and may be contacted during normal office hours by telephone Hemel Hempstead 60161 Ext 2375.