

TOWN & COUNTRY PLANNING ACT 1971



DACORUM BOROUGH COUNCIL

To:

Halsey Land Services  
The White House  
Flamstead Way  
Ashley Green  
Chesham  
Bucks HP5 3PH

Garden Centre and Car Parking  
  
Milbaise Farm  
Tower Hill Chipperfield  
  
Details of landscaping

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 4/0096/88

granted on 5 December 1988 at the above-mentioned location in accordance with the details submitted by you, with your application dated 16 January 1989

Dated 30th day of March 19 89

Signed Colin Barnard

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.

DATED

5<sup>th</sup> December

1988

HERTFORDSHIRE COUNTY COUNCIL

and

DACORUM BOROUGH COUNCIL

and

TIMOTHY JOHN WARD

and

BARCLAYS BANK PLC

AGREEMENT

under S.52 of the Town and  
Country Planning Act 1971  
in respect of land at  
Millbaise Farm Chipperfield  
Hertfordshire

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

File ref: 8.88/TM/TM/S.52/MILLBAISE.COTT/BS.6

SB/32/126/110

THIS AGREEMENT is made the *fifteenth* day of *December* One thousand nine hundred and eighty-eight  
BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall  
Hertford in the County of Hertford (hereinafter called "the  
County Council") of the first part and DACORUM BOROUGH COUNCIL of  
Civic Centre Marlowes Hemel Hempstead Hertfordshire  
(hereinafter called "the Council") of the second part and TIMOTHY  
JOHN WARD of Millbaise Cottage Tower Hill Chipperfield  
Hertfordshire (hereinafter called "the Developer") of the third  
part and BARCLAYS BANK PLC whose registered office is situate at  
54 Lombard Street London EC3P 3AH (hereinafter called "the  
Surety") of the fourth part

WHEREAS:

1. The County Council is the Highway Authority for the C75 Tower Hill at Chipperfield Hertfordshire
2. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Acts 1971 and 1972 for the area of land known as part of Millbaise Farm Tower Hill Chipperfield Hertfordshire (hereinafter called "the Land") for the purposes of identification only shown edged red on the plan attached hereto and also a principal Council within the meaning of S.33 of the Local Government (Miscellaneous Provisions) Act 1982
3. The Developer has applied to the Council for planning permission under Application No. 4/0096/88 for the development of the land for use of the site for a garden centre (hereinafter called "the development")
4. The Developer has agreed to carry out at its own expense certain highway improvement works including ancillary and statutory undertakers works to C75 Tower Hill at Chipperfield (hereinafter called "the works") on the terms conditions and stipulations hereinafter appearing

5. The Developer is entitled to the unencumbered freehold of the land and the works are required to facilitate the development of the land
6. This Agreement is made pursuant to S.52 of the Town and County Planning Act 1971 and S.33 of the Local Government (Miscellaneous Provisions) Act 1982

N O W T H I S A G R E E M E N T W I T N E S S E T H 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 Application No. 4/0096/88 and the Developer shall proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise save that Clause 2 (q) shall have full force and effect from the date hereof
2. The Developer for itself and successors in title hereby covenants with the County Council and the Council as follows:
  - (a) That he shall carry out at his own expense the works described in the First Schedule hereto at Tower Hill Chipperfield together with such ancillary works as may be required by the County Surveyor (hereinafter called "the Surveyor" which expression shall be deemed to include the servants agents and licensees of the Surveyor wherever it appears in this Agreement) of the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment

- (b) That the works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and there shall be no interruption to the two-way flow of traffic on the C75 Tower Hill before 9 am or after 4.30 pm on any day
- (c) That the works shall be carried out in accordance with the "Specification for Highways 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 and as modified and extended by Supplements issued by the Surveyor.
- (d) That he shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the works and shall relocate all street furniture affected by the works to the satisfaction of the Surveyor.
- (e) That he shall notify the Surveyor in writing at least 14 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify the Surveyor in writing at least 14 days prior to the commencement of the works of his intention to proceed with the works and shall notify the Bridge Office of the Surveyor at least 24 hours prior to the commencement of all stages of excavation and concrete operations.
- (f) That the works shall be carried out under the terms of a construction contract incorporating the most up to date edition of the Conditions of Contract approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Federation of Civil Engineering Contractors and commonly known as the ICE Conditions of Contract by a roadworks contractor

approved by the Surveyor and shall be carried out under the direction of a Resident Engineer who shall be a Chartered Civil Engineer to be employed by the Developer and approved by the Surveyor and who shall be independent of the roads contractor

- (g) That he shall accept the supervision of the Surveyor and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Developer and approved by the Surveyor and to a standard of workmanship and quality of materials approved by the Surveyor
- (h) That with regard to highway structures the detailed contract drawings shall be prepared by the Developer and approved by the Surveyor's Bridge Office in accordance with Department of Transport Document BD2/79 and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1, the documents to be agreed, as applicable. A series of notes applicable to highway structures shall be obtained from the Surveyor before details as submitted for approval.
- (i) That he shall pay to the County Council before the commencement of the works a sum equal to a percentage of the total estimated cost of the works in respect of the costs incurred by the County Council in supervising the works such percentage to be based on the following formula:

Total Estimated Cost of Works	%age fee
Nil to £100,000	5%
£100,001 to £400,000	3%
Over £400,000	negotiable

AND shall pay to the County Council upon the issue of the Certificate of Completion the sum of TWO HUNDRED POUNDS £200.00 being commuted maintenance in respect of structural works [i e such sum to be 20% of the cost of those works]

- (j) That he will have in force at all relevant times a policy of insurance indemnifying the County Council against all claims whatsoever arising out of or in connection with the said works the insured sum to be not less than £1 million in respect of any single accident
- (k) The works shall be completed to the satisfaction of the Surveyor within 6 months of their commencement and in any event shall be completed prior to any occupation of the development for Garden Centre purposes
- (l) That he shall fully maintain the works 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
- (m) That he will provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the Certificate of Completion together with:-
  - (i) in respect of highway structures soil reports records of materials tested revised forms TA1 and design certificates
  - (ii) record drawings showing details of all aspects of the works as constructed
  - (iii) records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades

in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

- (iv) records of the sources of supply of all deliveries of road construction materials with details of the location in the works at which each load is placed
  - (v) records of the sources of supply of all other manufactured materials (e g drainage goods fencing materials traffic signs electrical components and cables etc)
- (n) That should the Developer arrange for the carrying out of the works or any part thereof to be undertaken by any third person the Developer will ensure that contracts with such third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the Developer's covenants herein contained
- (o) (i) That he will indemnify the County Council and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the said works and for the purposes of this indemnity the Developer is deemed to carry out the works as agent for the County Council
- (ii) For the purpose of assessing any such claims the Developer shall arrange for a consultant approved by the Surveyor to carry out a noise survey of the area affected before any work begins in connection with the development and a copy of his report shall be supplied to the Surveyor



- (p) That on the date hereof he shall pay the whole of the reasonable costs incurred by the County Council and the Council in the preparation of this Agreement and the approval of detailed contract drawings and plans
- (q) That no part of the land shall be used for the retail sale of any items save those set out in the Second Schedule hereto
- (r) That no part of the land shall be used for the display or sale of swimming pools caravans camping and caravanning equipment or house extensions (other than conservatories)
- (s) That the circulation road and car parking areas edged yellow on the plan annexed hereto shall not be used for any purpose other than the circulation and parking of vehicles visiting the site
- (t) That he will not allow more than 10% of the open land edged brown on the plan attached to be used for the sale and display of buildings structures greenhouses and garden sheds

3. The County Council hereby covenants with the Developer as follows:

- (a) That it hereby authorises the Developer and the approved roadworks contractor as aforesaid to carry out the works within the highway at Tower Hill Chipperfield aforesaid subject to the terms conditions and stipulations in Clause 2 hereof
- (b) That after the expiry of the aforesaid twelve months maintenance period 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

4. The Surety hereby covenants that if the Developer fails at any time to carry out or observe any of the covenants on its part contained in Clause 2(a) to 2(q) hereof or in the event of the Developer entering into a deed of arrangement for the benefit of its creditors the Surety shall pay to the County Council such sum as may be certified by the Surveyor to be required in order to complete the works and remedy any defects and such further sum as the County Secretary for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligation on the part of the Surety under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT the total sums payable by the Surety shall not exceed £7,000.00
5. If the sum paid by the Surety in accordance with Clause 4 exceeds the final cost of the works (including the County Council's supervision and legal charges and any statutory undertakers charges) at the time of the issue of the Certificate of Maintenance such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the County Council and its repayment to the Surety
6. The parties hereto agree that the covenants herein are entered into pursuant to S.52 of the Town and Country Planning Act 1971 and S.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling and without prejudice to the generality of the

foregoing all the covenants hereinbefore contained on the part of the Developer to carry out work or to do any other thing on or in relation to the works or Land to which such covenants relate are covenants to which S.33 applies

7. This Agreement shall be registered as a Local Land Charge
8. Any expense incurred or to be incurred by the County Council to which the Developer is or may become liable under this Agreement may be recoverable by the County Council as provided by S.291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the land and on all estates and interest therein

I N W I T N E S S whereof the parties hereto have caused their respective hand and Common Seals to be hereunto affixed the day and year first before written

#### THE FIRST SCHEDULE

The works referred to in Clause 2 (a) of this Agreement ~~and shown in principle on Drawing~~ shall comprise the provision of:-

The culverting of the ditch over which access to the land will pass and the construction of the access to the land

#### THE SECOND SCHEDULE

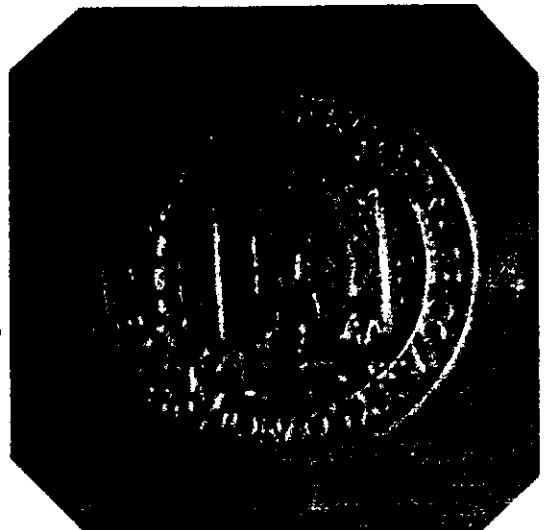
1. (a) All live and artificial plants and plant materials and seeds whether for indoor or outdoor use and whether in a dormant state or not.  
(b) Such fresh harvested crops as may grow therefrom
2. All equipment whether powered or not soil and plant treatments and other additives plant conditioners and sources of information such as would be used for domestic horticultural purposes

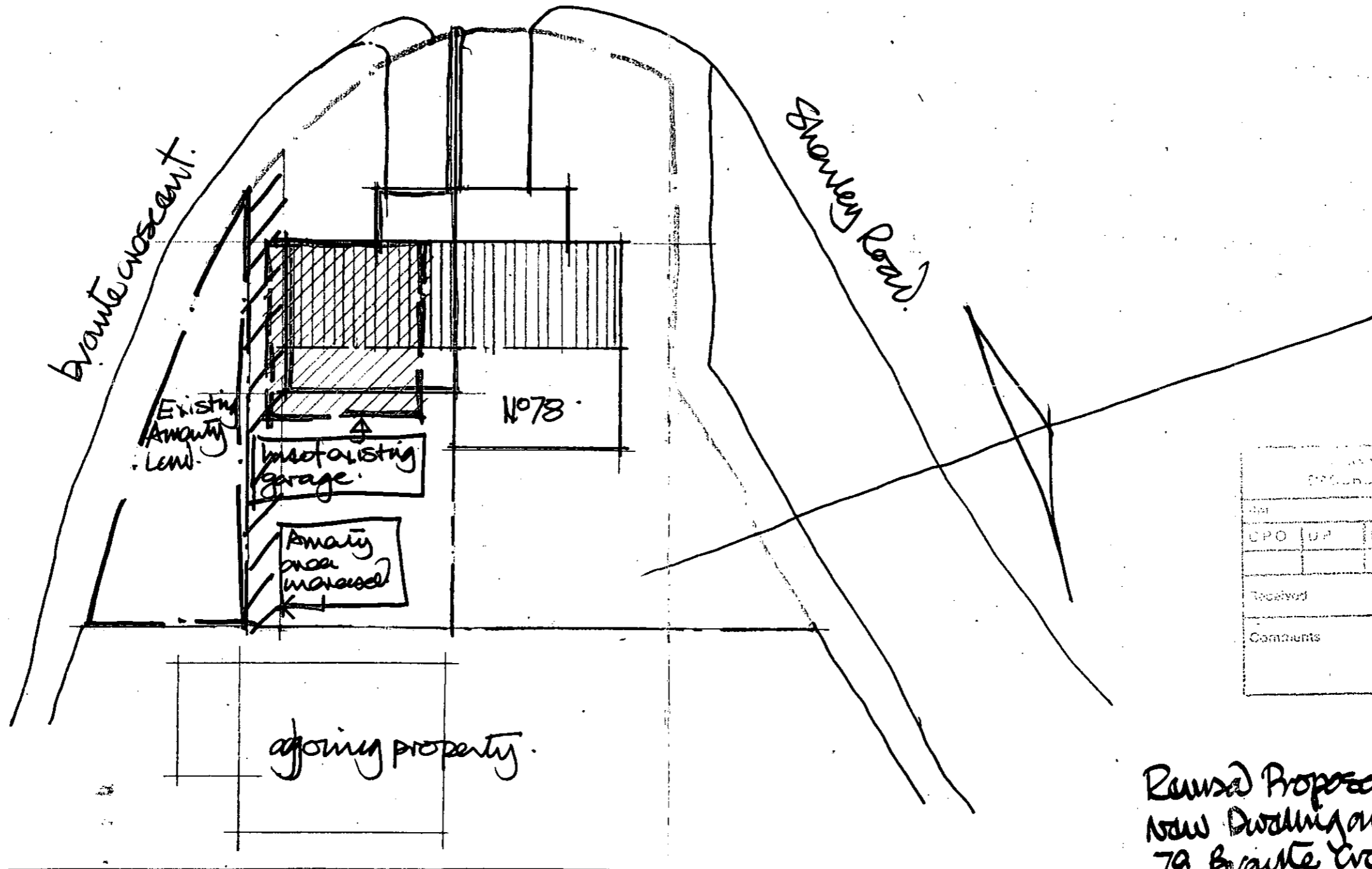
3. Any structures and materials designed for horticultural purposes and as part of any garden landscaping operation such structures are all to be for normal domestic use and not for commercial growers
4. Any products for the provision or enhancement of the setting for plants including garden and ornamental pool and any related leisure activities appropriate to such domestic enjoyment
5. Any products or services ancillary to the domestic enjoyment of residential garden land and any related leisure activities appropriate to such domestic enjoyment
6. Fish birds pets and marine aquatics food and general equipment and accessories necessary and ancillary to the keeping of pets
7. Miscellaneous goods materials and services ancillary to and derived from 1-6 above
8. Sundry small impulse confectionery items and miscellaneous seasonal gifts
9. The provision of facilities for light refreshments for consumption by customers on the premises only and there shall be no facilities for refreshment for the use of the general public

THE COMMON SEAL of  
HERTFORDSHIRE COUNTY COUNCIL  
was hereunto affixed in  
the presence of:-

*Andrew Laycock*

Principal Assistant  
County Secretary



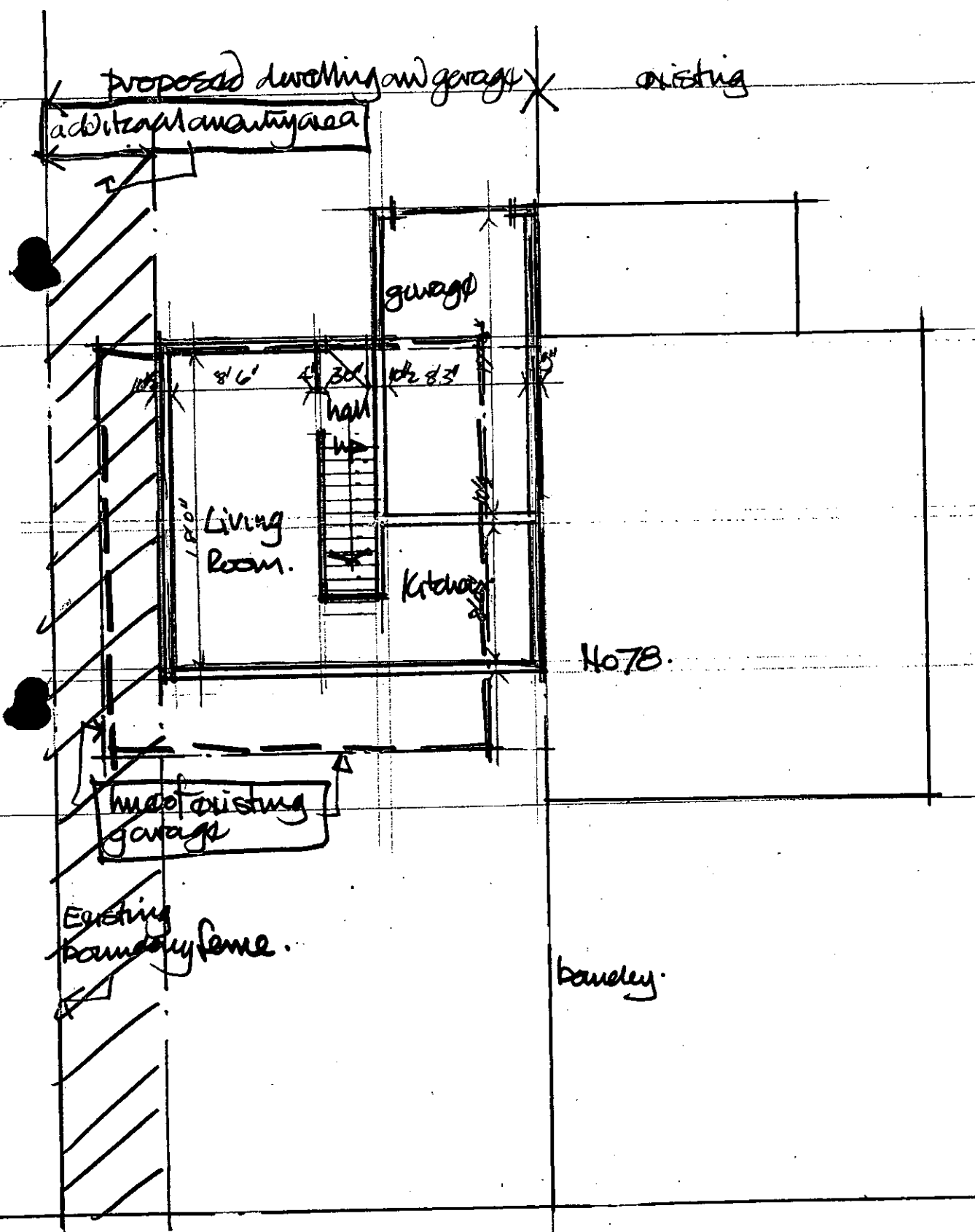


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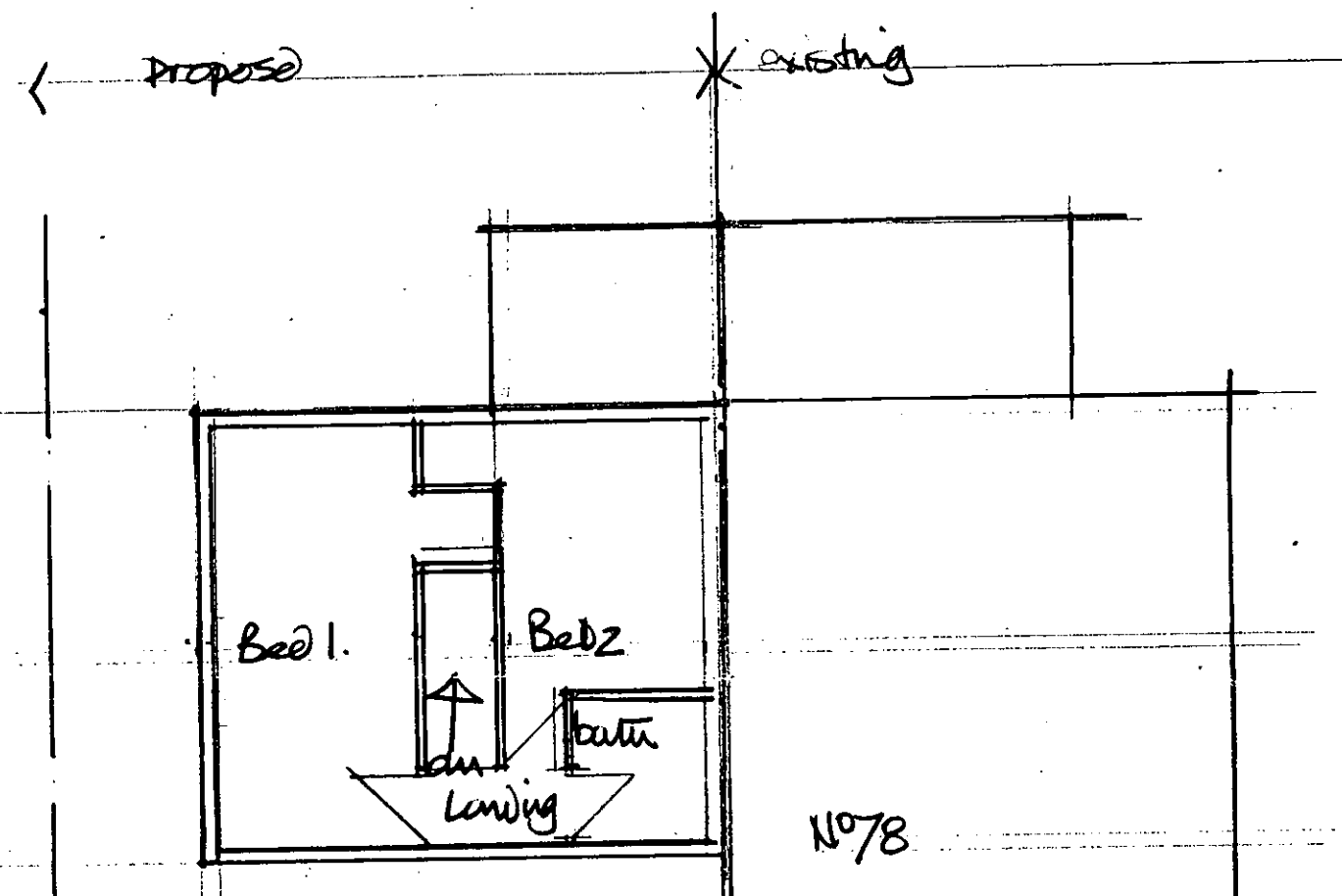
CPO		UP		DC		LDC	
Received				6 MAY 1988			
Comments							

Revised Proposals for  
New Dwelling and Garage  
78 Bronte Crescent  
Hemel Hempstead.

Site Plan.



GROUND FLOOR.

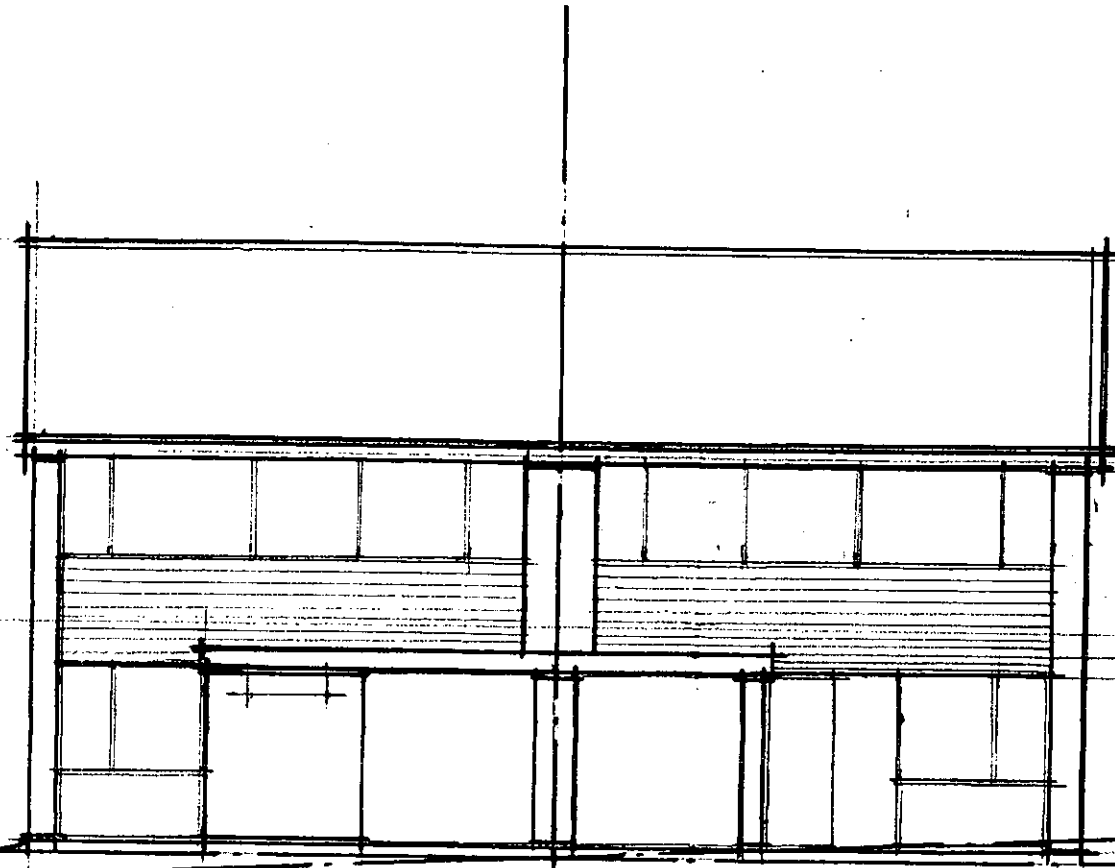


FIRST FLOOR.

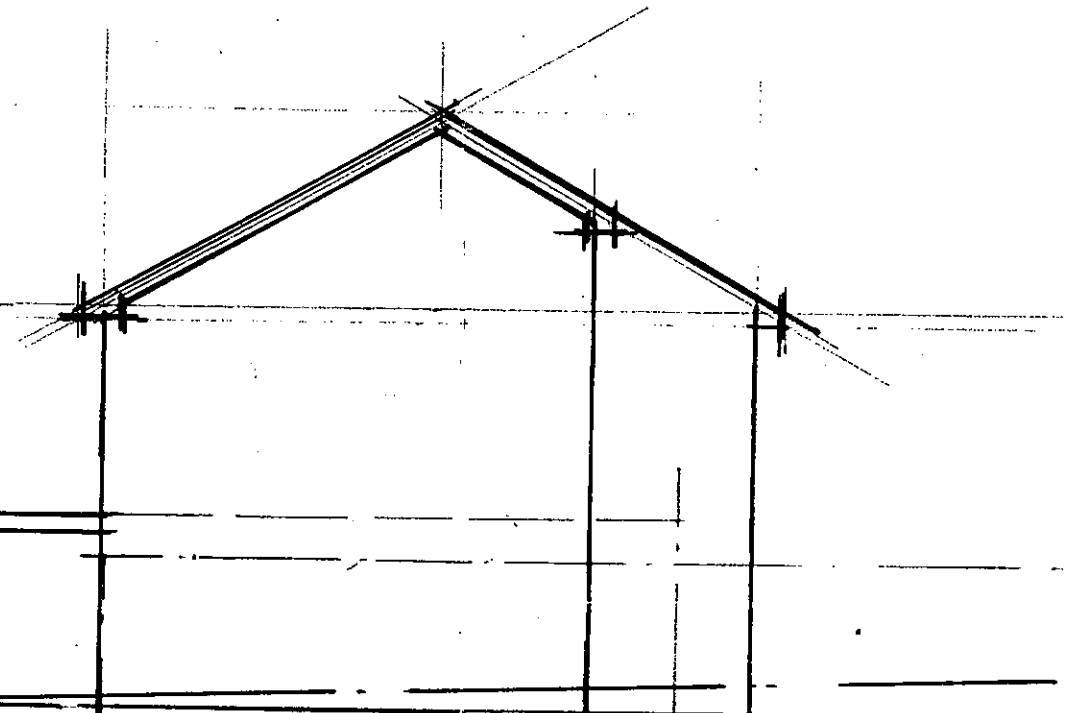
No 78

PLANNING DEPARTMENT		COUNCIL	
CPO	DP	PL	...
Received		6 MAY 1988	
Comments			

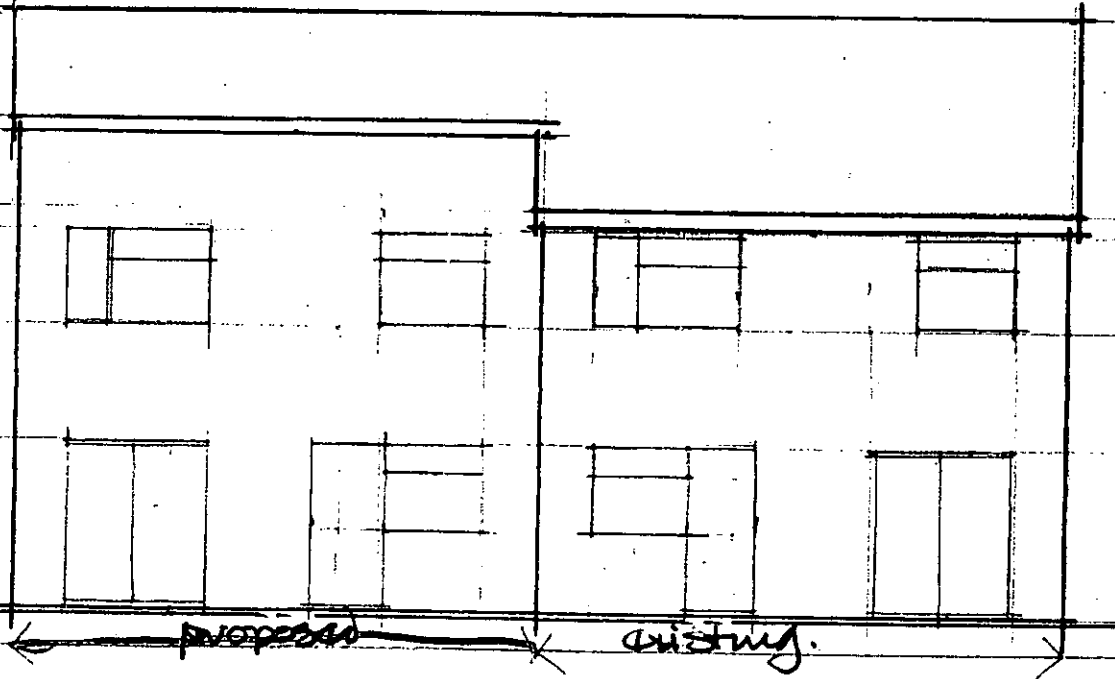
Revised Proposals for  
 New Dwelling and Garage  
 78 Bronte Crescent  
 Hamer Hampstead.  
 Scale 1/8 = 1.0  
 Plans.



← existing  
 → proposed new dwelling  
 FRONT ELEVATION.



← existing  
 → proposed.  
 SIDE ELEVATION.



← proposed  
 → existing.  
 REAR ELEVATION.

Elevations.

PLANNING DEPARTMENT DACRUM DISTRICT COUNCIL					
CPD	DP	DC	AC		
Received			6 MAY 1988		
Comments					

Revised Proposals for  
 New Dwelling and  
 Garage  
 78 Brants Crescent  
 Ham Hill, Hampton.  
 Scale 1/8" = 1' 0"