

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Other
Ref. No.THE DISTRICT COUNCIL OF DACORUM

IN THE COUNTY OF HERTFORD

Peter Harris Esq

To

David Hicken Associates
Wellington House
6 Ashford Road
MAIDSTONE
Kent

... Garden Centre and shop with car parking, access road
 and junction with classified road
 at Marshcroft Farm, Bulbourne Road, Tring

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, in accordance with the provisions of Article 5(2) of the Town and Country Planning General Development Order, 1973 as amended, the development proposed by you in your outline application dated 17th February 1988 and received with sufficient particulars on 22nd February 1988 (as amended 24 June 1988) and shown on the plan(s) accompanying such application, subject to the following conditions:-

1. The development hereby permitted (inasmuch as it relates to the erection of buildings) shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, layout, design, landscaping and external appearance of the building(s) and the means of access thereto which shall have been approved by the local planning authority, before any development is commenced.
2. (a) Application for approval in respect of all matters reserved in Condition 1 above shall be made to the local planning authority within a period of 3 years commencing on the date of this notice.
 (b) The development to which this permission relates shall be begun by not later than whichever is the later of the following dates:-
 - (i) the expiration of a period of 5 years, commencing on the date of this notice.
 - (ii) the expiration of a period of 2 years commencing on the date upon which final approval is given by the local planning authority or by the Secretary of State or, in the case of approval given on different dates, the final approval of the last such matter to be approved by the local planning authority or by the Secretary of State.
3. The development hereby permitted, inasmuch as it relates to use of land as a garden centre, shall be begun within a period of five years commencing on the date of this notice.

-continued on separate sheet-

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

1. To comply with the provisions of Regulation 5(2) of the Town and Country Planning General Development Order, 1977, as amended.
2. To comply with the requirements of Section 42 of the Town and Country Planning Act, 1971.
3. To comply with the provisions of section 41 Town & Country Planning Act 1971.
- 4)
- 5)
- 6) In the interests of highway safety.
- 7)
- 8 The development is contrary to the provisions of the adopted Dacorum District Plan and the restriction is required to limit the use to one which is compatible with and has restricted impact upon the character of the rural area within the Metropolitan Green Belt.
9. The development is contrary to the provisions of the adopted Dacorum District Plan and the restriction is required to limit the amount of development to a scale which is compatible with and has restricted impact upon the character of the rural area within the Metropolitan Green Belt.
10. To ensure the adequate and satisfactory provision of off-street parking.
11. To maintain and enhance visual amenity.
12. The permission hereby granted is an alternative to and not in addition to the earlier permissions.

Signed.....

Designation.....

NOTE

(1) If the applicant wishes to have an explanation of the reasons for this decision it will be given on request and a meeting arranged if necessary.

(2) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with section 36 of the Town and Country Planning Act 1971 within six months of receipt of this notice. (Appeals must be made on a form which is obtainable from the Department of the Environment, Caxton House, Tothill Street, London SW1H 9LZ.) The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. 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 by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements (a), to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.

(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 for the Environment, 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 he may serve on the Common Council, or on the Council of the county borough, London borough or county district in which the land is situated, as the case may be, a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act 1971.

(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.

(a) The statutory requirements are those set out in section 36(7) of the Town and Country Planning Act 1971, namely sections 29(1), 30(1), 67 and 74 of the Act.

4/0330/88
(continued)

4. The details submitted in accordance with condition (1) hereof shall include details of the junction between the access road and Bulbourne Road (B.488) which shall include the provision of a deceleration lane, right hand turning lane and visibility sight lines and the development hereby permitted shall not be occupied until that junction has been constructed in accordance with the approved details.
5. The details submitted in accordance with conditions (1) and (4) hereof shall include the provisions of visibility sight lines at the junction of the access road and Bulbourne Road (B.488) measuring 4.5m and 125m in each direction with kerb radii of 10.5m within which there shall be no obstruction to visibility between 600mm and 2m above carriageway level.
6. The developer shall construct the crossover to standards set out in "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 and the development hereby permitted shall not be brought into use until the access is so constructed.
7. At the same time as the access referred to in conditions (1) and (4) hereof is first brought into use, the existing access shown on Dwg No 1507-R1B (Plan ref 4/0330/88) shall be closed such that it is not available to serve any part of the development hereby permitted.
8. The development hereby permitted shall not be used otherwise than:-
 - (a) for the retail sale of potted plants, cut flowers, bulbs, garden tools, garden gifts and crafts, garden furniture normally incidental to the enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants;
 - (b) for the provision of facilities for light refreshments for consumption by customers on the premises only and that there shall be no facilities for refreshment for the use of the general public;nor for any other purpose (including any other purpose in Classes A1 and A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order), but nothing in this Condition shall preclude:-
 - (i) the sale and display of produce grown upon agricultural land the subject of the application site and adjacent land more specifically shown outlined in blue on drawing No 1507-R1B attached to the Agreement under section 52 Town and Country Planning Act 1971 dated contemporaneously with this permission in respect of land at Marshcroft Farm, Bulbourne Road, Tring, or otherwise as may be agreed in writing with the local planning authority; nor
 - (ii) the sale and display of fruit and vegetables not grown on the land referred to in (i) above save that this use shall take place only within a building such that the total floorspace devoted to such sale and display shall not exceed an aggregate total of 250 sq.ft.

4/0330/88

(continued)

- 9 The buildings hereby permitted shall comprise structures which do not exceed in total a floor area of 8,750 sq.ft (measured externally) but nothing in this Condition shall preclude the erection of a toilet block.
10. The details submitted in accordance with condition (1) hereof shall include provision for the parking of 180 vehicles (or such other number that may be approved in writing by the local planning authority) and the development hereby permitted shall not be brought into use until such parking facilities as approved shall have been provided and those facilities shall not thereafter be used for any purpose other than the parking of vehicles.
11. All planting, seeding or turfing comprised in the approved details of landscaping submitted in accordance with Condition (1) hereof shall be carried out in the first planting and seeding seasons following the occupation of the buildings, whichever is the sooner; and any trees which within a period of five 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 31st March in the next following year.
- 12 The development hereby permitted shall not be carried out and this permission shall become of no effect if:-
 - (a) the permission granted on 29th November 1984 for "farm shop and garden centre (outline)" at Bulbourne Farm, Upper Icknield Way, Tring (ref 4/1382/84); and/or,
 - (b) the permission granted on 24th September 1987 for "garden centre and shop and car park; alterations to access road and junction with classified road (outline)" at Bulbourne Farm, Upper Icknield Way, Tring (ref 4/1549/87), are at any time implemented. No part of the developments referred to in (a) and (b) above shall be carried out if any part of the development hereby permitted has been implemented.

Dated

Tenth

day of

October

1988

Signed

John Barnard

Designation CHIEF PLANNING OFFICER

DATED

10th October

1988

DACORUM BOROUGH COUNCIL

and

THE TRUSTEES OF THE
BRIDGE STREET PENSION FUND

COUNTERPART
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
and relating to land at
Marshcroft Fruit and Self-Pick Farm
Bulbourne Road
Tring
Hertfordshire

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

Ref: TM/RB/LAND/32/126/111/BS6/8.88

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THIS AGREEMENT is made the 10th day of October
One thousand nine hundred and eighty-eight DACORUM BOROUGH COUNCIL
of Civic Centre Marlowes Hemel Hempstead in the County of
Hertfordshire (hereinafter called "the Council") of the first part
and JOHN CHARLES COOK of Dinsley Field Preston Hitchin Hertfordshire
DAVID CHARLES RUSSELL ALLEN of Great Moonshine Flaunden
Hertfordshire PETER WOODSTOCK HARRIS of Sallow Copse Ringshall
Berkhamsted Hertforshire and ROBERT SEATON of Flat 7 17 The
Avenue London NW8 being the TRUSTEES of the BRIDGE STREET PENSION
FUND whose registered office is situate at 51 - 55 Bridge Street
Hemel Hempstead Hertfordshire (hereinafter called "the Owner") of
the second part

W H E R E A S :

- (1) The Council is the highway authority for the Bulbourne Road Tring in the County of Hertfordshire
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 as amended for the area within which is situated land at Marshcroft Fruit and Self-Pick Farm Bulbourne Road Tring which is for the purpose of identification only shown edged red on plan number 1507-R1B attached hereto (hereinafter called "the Site") and is a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (3) The Owner by its said Trustees is the owner in fee simple in possession free from incumbrances of the land shown edged blue on the said plan number 1507-R1B within which the Site is situated and is held by them as Trustees for Sale
- (4) The said Trustees by virtue of a Trust Deed dated 22 December 1983 and made between Bourne Leisure Group Limited of the one part and the said Trustees of the other part have the power to enter into this Agreement with the Council and to covenant with the Council in the manner described below

- (5) The Owner has applied to the Borough Council for planning permission under Application No. 4/0330/88 for the development of the Site as a garden centre and shop with car parking access road and junction with classified road (hereinafter called "the development")
- (6) It has been agreed that the Owner will at its own expense carry out certain highway improvement works including ancillary and statutory undertakers works to the junction of the Access Road aforesaid and Bulbourne Road Tring Hertfordshire described in the Second Schedule hereto and shown on Plan No. 1507R3 attached hereto (hereinafter called "the Works") in the circumstances and on the terms conditions and stipulations hereinafter appearing
- (7) The Works are required to facilitate the development of the Site
- (8) This Agreement is made pursuant to s.52 of the Town and Country Planning Act 1971 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 as follows:

1. IN consideration of the covenants on the part of the Owner contained herein the Council covenants with the Owner that the Council will forthwith grant planning permission (hereinafter called 'the planning permission') in respect of Application No. 4/0330/88 subject only to the conditions set out in the First Schedule hereto and if the Owner proceeds to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. IN consideration of the covenants on the part of the Owner hereinafter contained the Council hereby covenants with the Owner as follows:-

- 4
- (a) That it hereby authorises the owner to carry out the Works within the highway at the said junction of the Access Road aforesaid and Bulbourne Road Tring subject to the terms conditions and stipulations contained in the Owners covenants
 - (b) That after the expiry of the twelve months' maintenance period referred to in Clause 3K 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 Director of Technical Services (hereinafter called "the Surveyor") (which expression shall be deemed to include his authorised servants and agents) 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

3. The Owner hereby covenants with the Council

- (a) To carry out at its own expense the Works described in the Second Schedule hereto at the junction of the aforesaid access road and Bulbourne Road as shown in principle drawings number 1507R3 attached hereto or such subsequent in principle drawings as may be approved by the Surveyor such approval not to be unreasonably withheld together with such ancillary works as may be reasonably required by the Surveyor which ancillary works may include inter alia the provision of traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment directly and reasonably necessitated by the works described in the Second Schedule hereto

- (b) To ensure 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 shall not be carried out between the hours of 7.30 am to 9.30 am and 4.30 pm to 6.30 pm on Monday to Friday inclusive
- (c) To place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and that it shall relocate all street furniture affected by the Works to the reasonable satisfaction of the Surveyor
- (d) To accept the reasonable supervision of the Surveyor and shall carry out the Works in accordance with the detailed contract drawings to be prepared by the Owner and approved by the Surveyor before any roadworks commence and to more detailed versions of the drawings as the Surveyor may reasonably require and to a standard of workmanship and quality of materials approved by the Surveyor such approvals not to be unreasonably withheld
- (e) To ensure that the Works contained in paragraphs 1 to 5 of the Second Schedule shall be carried out by a roadworks contractor approved by the Surveyor such approval not to be unreasonably withheld
- (f) To 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 or recommencement (in the event of temporary cessation) of its intention to proceed with the Works

- (g) To ensure that the Works shall be carried out in accordance with the "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
- (h) To ensure that the Works are carried out to standards set out in the Department of Transport Technical Advice Note TA20/81 (as amended TA20/84) including traffic signs and road markings
- (i) To pay to the Council before the commencement of the Works a sum equal to 5% of the total estimated cost of the Works in respect of the costs incurred by the Council in inspecting the Works which said total estimated cost shall be revised if the Works are not commenced within twelve months of the date of the Agreement and it shall not commence works until the Owner has entered into a bond
- (j) To ensure that the Works shall unless delayed by circumstances beyond the control of the Developer be completed to the satisfaction of the Surveyor within six months of their 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
- (k) To 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
- (l) On the signing hereof to pay the whole of the costs incurred by the Council in the preparation of this Agreement in the sum of £100 to the Council

- (m) To provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings following the placing of the Works on maintenance
- (n) That should arrangements be made for the carrying out of the Works or any part thereof to be undertaken by any third person the Owner 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 herein
- (o) To 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
- (p) 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
- (q) That upon completion of the Works the Owner will dedicate as public highway such part of the land as is shown coloured grey and green on the said Plan No. 1507R3 annexed hereto so far as it can lawfully do so
- (r) Not to use or allow to be used the building or buildings on the Site otherwise than:-
 - (i) for the retail sale of potted plants cut flowers bulbs garden tools garden gifts and crafts garden furniture normally incidental to the

enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants

- (ii) for the provision of facilities for light refreshment for consumption by customers on the premises only and that there shall be no facilities for refreshment for the use of the general public
 - (iii) for the sale and display of farm produce grown on the land owned by the Owner or their successors in title
 - (iv) for the sale and display of fruit and vegetables not grown on the land referred to in (r) (iii) and the use set out in this sub-clause shall take place only within a building or buildings such that the total floorspace devoted to such use shall not exceed an aggregate total of 250 square feet
- (s) Not to use or allow to be used the open land on the Site otherwise than:-
- (a) for the parking of vehicles ancillary to the uses of the Site for the purposes set out in this agreement
 - (b) for the sale and display of garden sheds and greenhouses
 - (c) for the sale and display of plants trees and shrubs statues and garden ornaments garden and ornamental pools (other than swimming pools)

(d) for the sale storage and display of peat and fertilisers

for the purpose of this agreement "open land" shall mean land not covered by a building or buildings

(t) That the area of open land referred to in paragraph (s) (b) above shall not exceed 10% of the total area of land referred to in paragraphs (s) (b) (s) (c) and (s) (d)

(u) To commence and fully implement in the planting season from October 1988 to March 1989 the scheme of landscaping contained in Schedule 3 to this Agreement for the provision of a tree belt in the area shown coloured yellow on the said Plan No. 1507/R1/B

(v) That the Owner or any successor in title will not implement the following planning permissions numbers 4/1382/84 and 4/1549/86 relating to land at Bulbourne Farm Upper Icknield Way Tring Hertfordshire

4. The parties hereby 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 herein contained on the part of the Owner (the Owner's Covenants) to carry out work or to do any other thing on or in relation to the Works or Site to which such covenants relate are covenants to which s.33 applies

5. THIS Agreement shall be registered as a Local Land Charge

6. ANY expenses incurred or to be incurred by the Council to which the Owner is or is to become liable under this Agreement may be recoverable by the 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 Owner's land and on all estates and interests therein
7. THIS Agreement may be varied at any time by agreement in writing between the Council and the other parties hereto PROVIDED THAT no party shall be under any obligation to agree any such variation

IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

1. The development hereby permitted (inasmuch as it relates to the erection of buildings) shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting design landscaping and external appearance of the building(s) and the means of access thereto which shall have been approved by the local planning authority before any development is commenced
2. (a) Application for approval of in respect of all matters reserved in condition 1 above shall be made to the local planning authority within a period of 3 years commencing on the date of this notice
(b) The development to which this permission relates shall be begun by not later than whichever is the later of the following dates:-
 - (i) the expiration of a period of 5 years commencing on the date of this notice
 - (ii) the expiration of a period of 2 years commencing on the date upon which final approval is given

by the local planning authority or by the Secretary of State or in the case of approval given on different dates the final approval of the last such matter to be approved by the local planning authority or by the Secretary of State

3. The development hereby permitted inasmuch as it relates to use of land as a garden centre shall be begun within a period of 5 years commencing on the date of this notice
4. The details submitted in accordance with condition 1 hereof shall include details of the junction between the access road and Bulbourne Road (B.488) which shall include the provision of a deceleration land right hand turning land and visibility sight lines and the development hereby permitted shall not be occupied until that junction has been constructed in accordance with the approved details
5. The details submitted in accordance with conditions 1 and 4 hereof shall include the provisions of visibility sight lines at the junction of the access road and Bulbourne Road (B.488) measuring 4.5 m and 125 m in each direction with kerb radii of 10.5 m within which there shall be no obstruction to visibility between 600 mm and 2 m above carriageway level
6. The Owner shall construct the crossover to standards set out in "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 and the development hereby permitted shall not be brought into use until the access is so constructed
7. At the same time as the access referred to in conditions 1 and 4 hereof is first brought into use the existing access shown on drawing number 1507-R1B shall be closed such that it is not available to serve any part of the development hereby permitted

8. The development hereby permitted shall not be used otherwise than:-

- (a) for the retail sale of potted plants cut flowers bulbs garden tools garden gifts and crafts garden furniture normally incidental to the enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants
- (b) for the porovision of facilities for light refreshments for consumption by customers on the premises only and that there shall be no facilities for refreshment for the use of the general public

nor for any other purpose (including any other purpose in Classes A1 and A3 of the Schedule to the Town and Country Planning (Use Clauses) Order 1987 or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order) but nothing in this Condition shall preclude:-

- (i) the sale and display of produce grown upon agricultural land the subject of the application site and adjacent land more specifically shown outlined in blue on drawing number 1507-R1B attached to this Agreement under S.52 Town and Country Planning Act 1971 dated contemporaneously with this permission in respect of land at Marshcroft Farm Bulbourne Road Tring or otherwise as may be agreed in writing with the local planning authority; nor
- (ii) the sale and display of fruit and vegetables not grown on the land referred to in (i) above save that this use shall take place only within a building such that the total floorspace devoted to such sale and display shall not exceed an aggregate total of 250 sq ft

9. The building hereby permitted shall comprise structures which do not exceed in total a floor area of 8,750 sq ft (measured externally) but nothing in this Condition shall preclude the erection of a toilet block
10. The details submitted in accordance with Condition 1 hereof shall include provision for the parking of 180 vehicles (or such other number that may be approved in writing by the local planning authority) and the development hereby permitted shall not be brought into use until such parking facilities as approved shall have been provided and those facilities shall not thereafter be used for any purpose other than the parking of vehicles
11. All planting seeding or turfing comprised in the approved details of landscaping submitted in accordance with Condition 1 hereof shall be carried out in the first planting and seeding seasons following the occupation of the buildings whichever is the sooner and any trees 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
12. The development hereby permitted shall not be carried out and this permission shall become of no effect if:-
 - (a) The permission granted on 29 November 1984 for 'farm shop and garden centre (Outline)' at Bulbourne Farm Upper Icknield Way Tring (ref: 4/1382/84) and/or
 - (b) The permission granted on 24 September 1987 for 'garden centre and shop and car park alterations to access road and junction with classified road (Outline)' at Bulbourn Farm Upper Icknield Way Tring (ref: 4/1549/87) are at any time implemented

No part of the developments referred to in (a) and (b) above shall be carried out if any part of the development hereby permitted has been implemented

THE SECOND SCHEDULE

The Works referred to in this Agreement and shown in principle on the said Plan No. 1507R3 shall comprise the provision of:-

1. The construction of a right hand turning lane in Bulbourne Road as shown on plan No. 1507R3
2. The construction of a deceleration lane into the site from the east side as shown on plan No. 1507R3
3. The provision of visibility sight lines of 4.5 metres x 125 metres in each direction within which there shall be no obstruction to visibility between 600 mm and 2 m above carriageway level
4. The provision of gates if any to be set back a minimum of 5 m from the edge of the carriageway which shall open inwards into the site
5. The construction of the kerb to provide a kerb radii on the access of 10.5 m
6. To submit for approval a scheme for the erection of a wooden post and rail fence and replanting of a hedge of the back edge of the visibility splays in the first planting season following completion of the development and the replacement of any part that dies is removed or becomes seriously damaged or diseased within 5 years of the completion of the development

THE THIRD SCHEDULE

The location of the planting strip is shown coloured yellow on the said drawing no. 1507-R1B. The strip comprises a 10 m deep planted strip along the general contouring of the field. The work should be undertaken to accord with the basic specification hereunder:-

Ground Preparation: Ground to be properly prepared prior to planting and treated with Casaron G or other similar herbicide

Planting: 24" whips at 3 m spacing protected by adequate canes and spirals. Whips to be planted in planting holes minimum of 12" x 12" x 12" with peat mixture added where top soil is less than 9" deep

Mixture:	to comprise:	
	common beech (<i>fagus sylvatica</i>)	30%
	small-leaved lime (<i>tilia cordata</i>)	15%
	wild cherry (<i>prunus avium</i>)	15%
	common ash (<i>fraxinus excelsior</i>)	15%
	sweet chestnut (<i>castanea sativa</i>)	15%
	other broadleaves -	
	whitebeam (<i>sorbus aria</i>)	
	field maple (<i>acer campestre</i>)	10%

Layout: The beech, lime, ash and chestnut shall be planted in groups of the same species with at least nine trees in each group. The cherry and other broadleaved specimens shall be planted in random pattern with a majority towards the outer edges of the planting strip

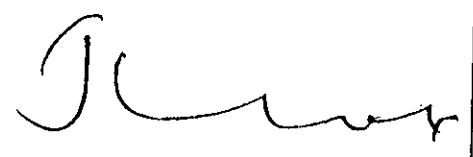
Maintenance: should include weeding and cleaning for a period of five years from the date of the carrying out of the planting and the selective

thinning of the planting to retain the best specimens thereafter. To replace any species that die are removed or become seriously damaged or diseased within five years of the completion of the development.

SIGNED SEALED and DELIVERED by the)
within named JOHN CHARLES COOK)
in the presence of:

J.S. Stephenson
J.S. STEPHENSON

18 SPRINGFIELD ROAD
LEIGHTON BUZZARD, BEDFORDSHIRE



SIGNED SEALED and DELIVERED by the)
within named DAVID CHARLES RUSSELL)
ALLEN in the presence of:

J.S. Stephenson
J.S. STEPHENSON

18 SPRINGFIELD ROAD
LEIGHTON BUZZARD, BEDFORDSHIRE



SIGNED SEALED and DELIVERED by the)
within named PETER WOODSTOCK HARRIS)
in the presence of:

SIGNED SEALED and DELIVERED by the)
within named ROBERT SEATON in the)
presence of: