

TOWN AND COUNTRY PLANNING ACT 1990

DACORUM BOROUGH COUNCIL

Application Ref. No. 4/0377/90

Burmah Oil Trading Limited  
Pipers Way  
SWINDON  
SN3 1RE

305 Management Services Limited  
The Courtyard  
Gay Lane  
OTLEY  
West Yorkshire  
LS1 1BR

DEVELOPMENT ADDRESS AND DESCRIPTION  
=====

LAND AT JUNCTION OF STONEY LANE AND BOURNE END LANE, BOURNE END, HEMEL HEMPSTEAD

COMPREHENSIVE SERVICE AREA COMPRISING HOTEL, DINER, PETROL FILLING STATION AND  
COMMERCIAL DIESEL REFUELLING FACILITY WITH ASSOCIATED HIGHWAY WORKS

Your application for outline planning permission dated 3 March 1990 and received  
on 9 March 1990 has been granted, subject to the conditions set out overleaf.

Director of Planning.

Date of decision: 27 June 1991

(encs. - Conditions and Notes).



CONDITIONS APPLICABLE  
TO APPLICATION: 4/0377/90

Date of Decision: 27 June 1991

1. The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, design, landscaping and external appearance of the buildings which shall have been approved by the local planning authority or in default of agreement by the Secretary of State.
2. 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 three years commencing on the date of this notice and the development to which this permission relates shall be begun not later than whichever is the later of the following dates:
  - (i) The expiration of a period of five years commencing on the date of this notice.
  - (ii) The expiration of a period of two 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 by the local planning authority or the Secretary of State.
3. Details submitted in accordance with condition 1 above shall include:-
  - (i) a survey of the site including levels, natural features, trees and hedges;
  - (ii) parking areas, loading and unloading facilities;
  - (iii) boundary treatment;
  - (iv) construction of drains and sewers.
4. No development other than the highway works hereby permitted shall be commenced in pursuance of the permission hereby granted unless and until:
  - (i) the Secretary of State for Transport has decided to construct the Berkhamsted Bypass and to implement authorisations granted by the A41 London - Birmingham Trunk Road (Berkhamsted Bypass Side Roads) Order dated 15 February 1990 and Line Order Number 283 of 1990 (Statutory Instruments);
  - (ii) a new highway has been constructed along the route of Stoney Lane as provided for in the A41 London - Birmingham Trunk Road (Berkhamsted Bypass Side Roads) Order 1990;
  - (iii) the said new highway has been constructed to include a roundabout junction serving the development as indicated on Drawing Number 2/89437/7C as prepared by Alan Boreham Associates Ltd.



CONDITIONS (CONTINUED) APPLICABLE  
TO APPLICATION: 4/0377/90

5. Before the development hereby permitted shall commence details should be submitted to and approved by the local planning authority of a method whereby construction traffic shall enter and leave the site without direct access to and from Bourne End Lane.
6. Facilities shall be made available on site for wheel washing of vehicles leaving the site. Such facilities shall be maintained at all times during construction to the satisfaction of the local planning authority.
7. No buildings constructed on the site shall exceed two storeys in height when measured from finished ground levels.
8. This outline permission is granted for a total of a maximum size of 100 bedrooms as indicated in illustrative drawings submitted with the application.
9. Details submitted in accordance with condition 1 above shall include vehicle parking provision within the site in accordance with guidelines adopted by the local planning authority.

REASONS FOR CONDITIONS

1. To comply with the requirements of Article 7 of the Town and Country Planning General Development Orders 1988.
2. To comply with the provisions of s.92 of the Town and Country Planning Act 1990.
3. To ensure a satisfactory development.
4. The development is fully dependent upon the construction of the roadworks specified.



REASONS FOR CONDITIONS (CONTINUED) APPLICABLE  
TO APPLICATION: 4/0377/90

5. In the interests of highway safety.
6. In the interests of public safety and amenity.
7. To maintain and enhance visual amenity.
8. For the avoidance of doubt.
9. To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.

DATED

27th

June

for Application 1991

4/0377/90

HERTFORDSHIRE COUNTY COUNCIL

and

DACORUM BOROUGH COUNCIL

and

BURMAH PETROLEUM FUELS LIMITED

and

J W WARD AND SON LIMITED

and

BARCLAYS BANK PLC

AGREEMENT MADE UNDER S.106 OF THE  
TOWN AND COUNTRY PLANNING ACT 1990

Keith M Pugsley  
Director of Law and Administration  
Civic Centre  
Marlowes  
Hemel Hempstead  
Hertfordshire  
HP1 1HH

Ref: 6.91/S.106/32/126/150/SB/ED/BS.6

cT<sub>B</sub>

THIS AGREEMENT is made the ~~twenty-seventh~~ day of  
~~June~~ One thousand nine hundred and ninety-one  
BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall  
Hertford in the County of Hertfordshire (hereinafter called "the  
County Council") of the first part DACORUM BOROUGH COUNCIL of  
Civic Centre Marlowes Hemel Hempstead in the County of  
Hertfordshire (hereinafter called "the Council") of the second  
part BURMAH PETROLEUM FUELS LIMITED whose registered office is  
situate at Burmah <sup>Crosswell</sup> House Pipers Way Swindon in the County of  
Wiltshire (hereinafter called "Burmah") of the third part J W  
WARD AND SON LIMITED whose registered office is situate at Bourne  
End Mills Hemel Hempstead in the County of Hertford (hereinafter  
called "Ward") of the fourth part and BARCLAYS BANK PLC whose  
registered office is situate at

(hereinafter called "the Surety") of the fifth part

WHEREAS:

- (1) The County Council is the Highway Authority for the area of Bourne End Hemel Hempstead
- (2) The County Council and the Council are Local Planning Authorities for the purposes of the Town and Country Planning Act 1990 for the two areas of land described in the First Schedule hereto and are also principal councils within the meaning of S.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (3) Burmah is the owner in fee simple of that area of land described in Part 1 of the First Schedule hereto and shown edged in blue on the plan marked "Plan No 1" annexed hereto and known as land forming part of Vale Farm Bourne End Hemel Hempstead (hereinafter called "the First Site")
- (4) Ward is the owner in fee simple of the area of land described in Part 2 of the First Schedule hereto and shown edged in red on the plan marked "Plan No 1" annexed hereto and known as Bourne End Mills Industrial Estate Bourne End Hemel Hempstead (hereinafter called "the Second Site")

- (5) Burmah has submitted a written application dated the ninth day of March One thousand nine hundred and ninety (reference No 4/0377/90) (hereinafter called "the First Planning Application") to the Council for permission to develop the First Site and to carry out associated works on the highway in the manner and for the uses set out in the plans and particulars deposited with the Council details of which are set out in Part 1 of the Second Schedule hereto (hereinafter called "the First Development")
- (6) Ward has submitted a written application dated the fifth day of July One thousand nine hundred and eighty-nine (reference No 4/1155/89) (hereinafter called "the Second Planning Application") to the Council for permission to develop the Second Site in the manner and for the uses set out in the plans and particulars deposited with the Council details of which are set out in Part 2 of the Second Schedule hereto (hereinafter called "the Second Development")
- (7) Burmah and Ward have agreed with the County Council and the Council to pay certain monies to the Council to reimburse the Council for the cost of certain new roadworks to be carried out by the Secretary of State for Transport as the same are specified in the Fifth Schedule hereto (hereinafter called "the Roadworks") and to carry out certain highway improvement works including ancillary and statutory undertakers works as the same are more particularly described in the Seventh Schedule hereto (hereinafter called "the Works") on the terms and conditions hereinafter appearing
- (8) The Council has agreed with Burmah and Ward that it will carry out certain surface water drainage works as the same are more particularly described in the Tenth Schedule hereto (hereinafter called "the Drainage Works") and Burmah and Ward have agreed with the Council that they will pay to the Council the cost of the Drainage Works

- (9) The Surety has agreed to join in this Agreement in the manner hereinafter appearing
- (10) This Agreement is made pursuant to s.106 of the Town and Country Planning Act 1990 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 the event that planning permissions subject only to the conditions set out in the Eighth Schedule hereto are granted to Burmah and to Ward by the Council pursuant to the First Planning Application and the Second Planning Application respectively or if such planning permissions shall have expired new planning permissions on substantially the same conditions as are set out in the Eighth Schedule shall have been granted and provided that the Council shall have entered into a contract for the purchase for an estate in fee simple of the land shown edged red on Plan No. 2 annexed hereto and provided that the Secretary of State for Transport has decided to construct the Berkhamsted By-pass and to implement authorisations granted by the A41 London-Birmingham Trunk Road (Berkhamsted By-pass Side Roads) Order dated 15th February 1990 and the Line Order number 283 of 1990 (Statutory Instruments) then this Agreement shall have full force and effect but not otherwise save that the obligations of Burmah and Ward under the provisions of Clauses 3 (d) and 4 (d) hereof shall have full force and effect from the date hereof
2. THE Council having duly complied with all duties imposed upon it under the Town and Country Planning Act 1990 and in consideration of the covenants on the part of Burmah and Ward with both the County Council and the Council hereinafter contained has agreed to grant planning permission pursuant to the First Planning Application and the Second Planning Application respectively subject to the conditions set out in the Eighth Schedule hereto



3. BURMAH hereby covenants and undertakes with the County Council and the Council:

- (a) to observe and perform the covenants in favour of the Council set out in the Third Schedule hereto
- (b) jointly and severally with Ward to observe and perform the covenants in favour of the County Council and the Council set out in Part 1 of the Fourth Schedule hereto
- (c) to observe and perform the covenants in favour of the Council set out in part 2 of the Fourth Schedule hereto
- (d) on the date hereof to pay one half 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

4. WARD hereby covenants and undertakes with the County Council and the Council:

- (a) to observe and perform the covenants in favour of the Council set out in the Sixth Schedule hereto
- (b) jointly and severally with Burmah to observe and perform the covenants in favour of the County Council and the Council set out in Part 1 of the Fourth Schedule hereto
- (c) to observe and perform the covenants in favour of the Council set out in Part 2 of the Fourth Schedule hereto
- (d) on the date hereof to pay one half 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

5. THE County Council hereby covenants with Burmah and with Ward as follows:

- (a) that it hereby authorises Burmah and Ward and the approved roadworks contractor as aforesaid to carry out the Works within the highway at Bourne End Lane Bourne End aforesaid subject to the covenants terms conditions and stipulations on their part herein contained
  - (b) that after the expiry of the period of twelve months from the date of the issue of a Certificate of Completion by the County Council's Director of Transportation (hereinafter called "the Director" which expression shall be deemed to include the servants agents and licensees of the Director whenever it appears in this Agreement) in accordance with paragraph (k) of Part 1 of the Fourth Schedule hereto and provided always that any defects appearing during the said period have been made good the Director 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
6. THE County Council hereby grants in favour of the owners and occupiers for the time being of the First Site and the owners of the Second Site the rights set out in the Ninth Schedule subject to the terms and conditions therein set out
7. THE Surety hereby covenants that if Burmah fails at any time to carry out or observe any of the covenants terms conditions and stipulations on its part herein contained or in the event of Burmah going into liquidation or 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 Director to be required in order to complete the Works and remedy any defects prior to the Works becoming maintainable at the public expense and such further sum as the Director of Law and Administration 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 obligations 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 and the Surety further covenants that if Burmah fails at any time to pay any monies due to the Council under the provisions of Clause 3 hereof or in the event of Burmah going into liquidation or entering into a deed of arrangement for the benefit of its creditors the Surety will forthwith pay to the Council such sums of money and at such times and in such manner as the same should have been paid by Burmah provided that the Surety's obligations pursuant to this Clause shall be limited to ONE MILLION ONE HUNDRED THOUSAND POUNDS (£1,100,000.00)

8. THE Surety hereby covenants that if Ward fails at any time to carry out or observe any of the covenants terms conditions and stipulations on its part herein contained or in the event of Ward going into liquidation or 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 Director to be required in order to complete the Works and remedy any defects prior to the Works becoming maintainable at the public expense and such further sum as the Director of Law and Administration 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 obligations 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 and the Surety further covenants that if Ward fails at any time to pay any monies due to the Council under the provisions of Clause 4 hereof or in the event of Ward going into liquidation or entering into

a deed of arrangement for the benefit of its creditors the Surety will forthwith pay to the Council such sums of money and at such times and in such manner as the same should have been paid by Ward provided that the Surety's obligations pursuant to this Clause shall be limited to NINE HUNDRED THOUSAND POUNDS (£900,000.00)

9. IF the sum or sums paid by the Surety in accordance with Clauses 7 and/or 8 hereof 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 and/or exceeds the total of all monies due to the Council in accordance with the obligations of Burmah and Ward under the provisions of this Agreement such surplus money shall be refunded forthwith 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/or the Council and its repayment to the Surety
10.
  - (1) SUBJECT to due performance by Burmah and Ward of their obligations under the provisions of Clause 2 of Part 2 of the Fourth Schedule hereto the Council covenants with Burmah and Ward to purchase from Legal and General the land required for road widening shown edged red on Plan No. 2 annexed hereto and to allow Burmah and Ward and/or their approved Contractors to have full right and liberty to carry out the Works thereon
  - (2) The Council covenants with Burmah and Ward to carry out the Drainage Works contemporaneously with the carrying out of the Roadworks and the Works as applicable
  - (3) The Council shall issue invoices in a form suitable for Value Added Tax purposes in respect of all demands for payment made by the Council pursuant to this Agreement

11. THE Council covenants with the County Council that forthwith upon the issue of the Certificate of Completion (as hereinafter defined) in respect of the Works it will dedicate as public highway the land referred to in the last preceding clause in accordance with s.37 of the Highways Act 1980.
12. THE parties hereto agree that the covenants herein are entered into pursuant to s.106 of the Town and Country Planning Act 1990 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 Burmah and Ward 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
13. THIS Agreement shall be registered as a Local Land Charge
14. ANY expense incurred or to be incurred by the County Council to which Burmah and Ward 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
15. THE parties hereto agree that as regards all payments costs and expenses expressed to be payable by Burmah and Ward including the cost and expenses of the Works such payments costs and expenses shall up to a total of SEVEN HUNDRED THOUSAND POUNDS (£700,000.00) be paid in the proportions SIXTY PERCENT (60%) by Burmah and FORTY PERCENT (40%) by Ward and to the extent that any such payments costs and expenses shall exceed SEVEN HUNDRED THOUSAND POUNDS (£700,000.00) but not exceed SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£750,000.00) such excess shall be wholly borne by Burmah and any excess over SEVEN

HUNDRED AND FIFTY THOUSAND POUNDS (£750,000.00) shall be paid by Burmah and Ward in the proportions FIFTY PERCENT (50%) by Burmah and FIFTY PERCENT (50%) by Ward

16. ANY notice or demand required by the Agreement to be given or made shall be in writing
17. (1) THE amount of payments to be made under the provisions of covenants 3 (c) and 4 (c) hereof in respect of the Roadworks shall be certified on behalf of the Secretary of State for Transport whose decision as to the amounts shall be final and the Council shall provide Burmah and Ward with certified copies of the said certificate upon the occasion of each demand by the Council
- (2) As and when requested to do so by Burmah or Ward the Council will in accordance with Clause 5 of the s.274 Agreement referred to in paragraph 1 in Part 2 of the Fourth Schedule hereto request from the Secretary of State for Transport such information relating to amounts as Burmah or Ward as the case may be shall reasonably require and forthwith upon receipt of such information from the Secretary of State shall supply such information to Burmah and/or Ward as the case may be
18. THE amount of payments to be made under the provisions of covenants 3 (c) and 4 (c) hereof in respect of paragraph 2 in Part 2 of the Fourth Schedule hereto shall be certified by the Council's Director of Technical Services whose decision as to the amounts thereof shall be final and the Council shall provide Burmah and Ward with certified copies of the said certificate upon the occasion of each demand by the Council

IN WITNESS WHEREOF this Agreement is executed as a Deed and is delivered on the date at the beginning of this Agreement

## THE FIRST SCHEDULE

### The Sites

#### Part 1

Land in the ownership of Burmah (The First Site) Land forming part of Vale Farm Bourne End Hemel Hempstead in the County of Hertfordshire shown edged blue on Plan No 1 annexed hereto

#### Part 2

Land in the ownership of Ward (the Second Site) Land forming part of Bourne End Mills Industrial Estate Bourne End Hemel Hempstead in the County of Hertfordshire shown edged in red on Plan No 1 annexed hereto

## THE SECOND SCHEDULE

### Part 1 The First Application

Application No	4/0037/90 (outline)
Location	Land at Vale Farm Bourne End Hemel Hempstead Hertfordshire at the junction of Stoney Lane and Bourne End Lane
Proposed Development	The development consists of a roadside service area comprising hotel and diner petrol and commercial diesel refuelling station and associated highway works

### Part 2 The Second Application

Application No	4/1155/89
Location	Land at Bourne End Mills Bourne End Lane Hemel Hempstead Hertfordshire
Proposed Development	The development consists of a car park and provision for landscaping

## THE THIRD SCHEDULE

### Burmah's Covenants with the Council

1. Not to use the section of Bourne End Lane between points A to B marked on Plan No. 1 annexed hereto as the means whereby construction traffic shall reach the First Site
2. To carry out all landscaping to the area of land between the edge of the First Site and the edge of the carriageway of the proposed A41 By-pass to the reasonable satisfaction of the Council and the Secretary of State for Transport PROVIDED THAT this covenant shall only apply to the extent that the Secretary of State for Transport allows Burmah access to the land to carry out such works
3. Not to open for trading any building or facility erected or provided in accordance with the First Planning Application until the Works shall have been completed to the satisfaction of the County Council and the Council
4. To transfer to the County Council without charge the unencumbered freehold of such land within the First Site as may be required for the construction of the Works
5. In the event all or part of the land shown coloured pink on Plan Number 731/00/R03/01/1 is purchased by the Secretary of State for Transport from another party then in such circumstances to pay to the Council a sum equal to all costs of the Secretary of State for Transport incurred in connection therewith within 21 days of the same being demanded by the Council
6. To pay to the Council the sum of FIVE THOUSAND POUNDS (£5,000.00) being a part of the grant to be made by the Council to Bourne End Cricket Club such monies to be paid within 21 days of the same being demanded by the Council



## THE FOURTH SCHEDULE

### Part 1 (Joint and several covenants by Burmah and Ward with the County Council and the Council)

Burmah and Ward for themselves and their successors in title hereby jointly and severally covenant with the County Council and with the Council as follows:

- (a) That they shall carry out at their own expense the Works together with such ancillary works as may be required by the Director which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage 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
- (c) That the Works shall be carried out in accordance with the "Specification for Highway Works" published by Her Majesty's Stationery Office in 1986 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 Director
- (d) That they 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 Director
- (e) That they shall notify the Director in writing at least 28 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify his Divisional Surveyor in writing at least 28 days prior to the commencement of the Works of its intention to proceed with the Works

- (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 Director and shall be carried out under the direction of an Engineer who shall be a suitably experienced Engineer to be employed by Burmah with the agreement of Ward and approved by the Director and who shall be independent of the roads contractor
- (g) That they shall accept the supervision of the Director and shall carry out the Works in accordance with the detailed contract drawings to be prepared by Burmah and Ward and approved in writing by the Director (such approval not to be unreasonably withheld or delayed) and based on the Drawing No 89437/D1E annexed hereto and to a standard of workmanship and quality of materials approved by the Director (such approval not to be unreasonably withheld or delayed and in any event a decision to be given before the expiration of 6 weeks from the submission of the said drawings)
- (h) That they 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 calculated at the rate of 5% on the first ONE HUNDRED THOUSAND POUNDS (£100,000.00) 3% on the next THREE HUNDRED THOUSAND POUNDS (£300,000.00) and negotiable thereafter but not exceeding 3%
- (i) That they will have in force at all relevant times until formal adoption as a highway maintainable at the public expense in accordance with s.37 of the Highways Act 1980 a policy of insurance indemnifying the County Council and

the Council against all claims whatsoever arising out of or in connection with the Works the insured sum to be not less than either THREE MILLION POUNDS (£3,000,000.00) in respect of any single incident or ONE MILLION POUNDS (£1,000,000.00) in respect of any single claim

- (j) The Works shall be completed to the satisfaction of the Director within 6 months of their commencement and in any event shall be completed prior to the opening for trading of any building or facility erected or provided pursuant to the First Development and the Second Development PROVIDED ALWAYS that if completion of the Works by the date herein specified is prevented by exceptional causes beyond the control of Burmah or Ward then the Director shall consider the causes of delay and if of the reasonable opinion that a delay has been so caused shall agree and grant a reasonable extension of time
- (k) Upon substantial completion of the Works Burmah and Ward shall give the Director a notice in writing (hereinafter called "the Developer's Notice") and the Director shall not later than the expiry of the third week after service of such notice inspect the Works and notify Burmah and Ward in writing of any work which in the opinion of the Director shall remain to be carried out. If the Director gives no such notification within four weeks of the Developer's Notice then the Director shall forthwith issue a Certificate of Completion of the Works (hereinafter called "the Certificate of Completion")
- (l) That they shall make good any defects or damage to the Works which may arise from defective workmanship or faulty materials which are discovered during the period of 12 months from the date of the issue of a Certificate of Completion by the Director
- (m) That they will provide the Director with accurate 1 in 500 scale negatives of "as built" drawings within 28 days of the issue of the Certificate of Completion together with:

- (i) record drawings showing details of all aspects of the Works as constructed
  - (ii) records of the earthworks showing sources of material used in areas of fill description of fill materials description of sub-grades in cut areas copies of results of tests of materials carried out as part of the supervision of the construction of the earthworks
  - (iii) 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
  - (iv) records of the sources of supply of all other manufactured materials (eg drainage goods fencing materials traffic signs electrical components and cables etc)
- (n) That should they arrange for the carrying out of the Works or any part thereof to be undertaken by any third person they 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 their covenants herein contained

## PART 2

### Covenants by Burmah and Ward with the Council

1. To pay to the Council in the proportions set out in Clause 15 hereof such sums of money and at such times as are specified below being reimbursement of the total amount the Council is obliged to pay to the Secretary of State for Transport under the provisions of an Agreement dated the ~~twenty-seventh~~ day of ~~June~~ 1991 made pursuant to s.274 of the Highways Act 1980 between the Secretary of State for Transport of the one part and the Council of the other part towards the cost of providing the Roadworks

- (1) A sum in respect of an administration fee of the Secretary of State for Transport in accordance with the scale of fees set out in Circular Roads 16/78 as amended by TRMM 1/80 within 21 days of the same being demanded by the Council.
- (2) A sum equal to any expense incurred by the Secretary of State for Transport by reason of carrying out the Roadworks and their (use save and except in respect of land acquisition referred to in Clause 5 in the Third Schedule above which shall be met solely by Burmah) including without prejudice to the generality of the foregoing all costs and expenses incurred in insulating buildings against noise or in satisfying claims made under Part 1 of the Land Compensation Act 1973 (save and except any land acquisition costs which shall be met solely by Burmah and shall be limited to the provisions of clause 5 in the Third Schedule above) arising from the execution of the Roadworks within 21 days of the same being demanded by the Council.
- (3) Within 14 days from the date of the same being demanded by the Council a sum equal to 10 per cent of the Secretary of State for Transport's estimate of all costs (including without prejudice to the generality of this sub-clause site supervision costs) to be incurred by the Secretary of State for Transport in connection with the execution of the Roadworks such demand to be made by the Council when the Council has been served with notice by the Secretary of State for Transport that the Roadworks are to be started.
- (4) A sum equal to the amount of a monthly account of the costs of the Secretary of State for Transport referred to in Covenant 1 (3) above within 14 days of the same being demanded by the Council.
- (5) On receipt by the Council of a final account of the costs of the Secretary of State for Transport in building the Roadworks the Council shall give

Burmah and Ward notice thereof and within 21 days of such notice:

- (a) if the account shows a deficit between the payments made in accordance with Covenant 1 (3) and (4) above and the total of the sum owed to the Secretary of State for Transport in respect of the total of costs referred to in Covenant 1 (3) above Burmah and Ward shall pay to the Council the amount of that deficit
- (b) if the account shows that an overpayment has been made by Burmah and Ward in respect of those costs the Council shall forthwith refund that overpayment

2. To pay to the Council in the proportions set out in Clause 15 hereof the sums of money which the Council is obliged to pay for the purchase of the land required from Legal and General for the widening of Bourne End Lane including all legal fees costs and disbursements Stamp duty Land Registry fees (but excluding the costs of complying with Clause 7 (2) to (9) inclusive of the Agreement dated the ~~twenty-seven~~ day of June 1991 and made between Legal and General Assurance (Pensions Management) Limited and the Council) such monies to be paid no later than seven days prior to the date of completion of the purchase

3. To pay to the Council in the proportions set out in Clause 15 hereof such sums equal to all costs incurred by the Council in connection with the execution of the Drainage Works within 14 days of the same being demanded by the Council

#### FIFTH SCHEDULE

#### Works to be carried out by the Secretary of State for Transport

The Roadworks shall comprise:

- (i) the upgrading of Stoney Lane north eastwards from its junction with the proposed A41 Berkhamsted By-pass to its junction with Bourne End Lane
- (ii) the upgrading of Bourne End Lane over a length of approximately 220 metres to the south of its junction with Stoney Lane
- (iii) the provision of a connection on the south side of the proposed By-pass between its westbound carriageway and Bourne End Lane
- (iv) the widening of the proposed Bourne End Lane Bridge to accommodate the 7.3 metres wide carriageway necessary to serve the industrial site in lieu of the 5.5 metres wide carriageway requirement for Bourne End Lane itself that is an increase in span from 8.5 metres to 10.3 metres

including drainage fencing and ancillary works as shown by yellow colour on Plan No. 731/995/C attached hereto and sealed by the parties hereto

#### SIXTH SCHEDULE

##### Ward's Covenants with the Council

1. Not to commence any works other than landscaping works connected with the Second Development until:
  - (a) The A41 By-pass is constructed and the link road is opened
  - (b) Bourne End Lane is closed for through vehicular traffic as shown on Plan 89437/D1E
  - (c) The Works are completed
2. To transfer to the County Council without consideration or cost and within 28 days of being required to do so the unencumbered freehold of any land in its ownership required to facilitate the Works

3. With effect from the date hereof Ward shall not grant any further access to units on the Second Site to and from the entrance marked A at the north eastern end of the Second Site other than in respect of Units 1 2 3 5 5a 6a 6b 6c 7 8 9 10 11 12a and 12c and the gatehouse as shown hatched blue on Plan Number 89437/D1E annexed hereto and shall take appropriate measures to prevent access from the remaining units on the Second Site to the entrance marked B as far as is legally practicable to the intent that access and egress to and from the remaining units on the Second Site shall save as aforesaid only be obtained from the said Link Road and the A41 By-pass

#### SEVENTH SCHEDULE

Works to be carried out by Burmah and Ward  
(referred to in the seventh recital hereto as "the Works")

- (i) The widening of Bourne End Lane to provide a carriageway width of 7.3 metres from its junction with Stoney Lane north eastwards for a distance of approximately 250 metres with a 4.5 metres wide traffic throat at the entrance to the industrial area as shown and edged red on drawing number 89437/D1E together with the provision of a turning head with appropriate bollards at the northern end of the widened length of Bourne End Lane with a further turning head at the southern end of the residential section of Bourne End Lane as shown edged green on drawing number 89437/D1E.
- (ii) The Specification will be as follows:
- (a) The pavement construction shall comprise of the following:

Capping Layer		350 mm thick
Sub base	- Granular Type 1	150 mm thick



Road base	- Coated Macadam Mixtures	150 mm thick
Basecourse	- Dense Macadam	60 mm thick
Wearing course	- Hot Rolled Asphalt	40 mm thick

except for the surface of Bourne End Lane as existing which shall be overlaid with a 110 mm thick of Dense Macadam and 40 mm of Hot Rolled Asphalt wearing course

- (b) The provision of 125 x 255 mm precast concrete half batter kerbs at the edge of the carriageway
- (iii) The provision of a 1.8 metres wide footway on the eastern side of Bourne End Lane in the following construction:
 

Sub base	- Granular Type 1	100 mm thick
Basecourse	- Dense Macadam	40 mm thick
Wearing Course	- 6 mm size Dense wearing course	15 mm thick
- (iv) Drainage works to the new carriageway comprising trapped road gullies discharging into a new highway carrier drain which will discharge into the new public sewer to be built by the Council. Ducting for the street lighting cables and use by the Statutory Undertakers is also to be provided
- (v) The provision of traffic signs and road markings in accordance with the Traffic Sign Regulations and General Directions 1981 and the Traffic Signs Manual
- (vi) The provision of new street lighting equipment to the requirements of the County Council as Highway Authority
- (vii) The provision of new boundary fencing on the eastern side of Bourne End Lane and three field accesses together with new gates as shown on Drawing No 89437/D1E
- (viii) On completion of the Roadworks:

- (a) Construct the roundabouts indicated on Drawing No 2/89437/7C The pavement construction shall be as stated in Paragraph (ii) above
- (b) The existing carriageway shall be shaped with Dense Macadam to provide the correct falls for the roundabout which shall then be overlaid with 40 mm of Hot Rolled Asphalt wearing course
- (c) 125 x 255 mm half battered precast concrete kerbing is to be provided at the edge of carriageway and islands
- (d) A 1.8 metres wide footway is to be provided from the roundabout at the point of access to the First Site to the roundabout at the junction of Bourne End Lane and Stoney Lane The footway is to be linked to the footway being provided under Paragraph (iii) above The construction shall be the same as the Footway Specification in paragraph (iii) above
- (e) The carriageway is to be drained using trapped road gullies which shall be either connected existing highway drains or into new carrier drain which shall discharge into the existing drainage system Ducting will be provided for street lighting cables
- (f) The provision of traffic signs and road markings in accordance with the Traffic Sign Regulations and General Directions 1981 and the Traffic Signs Manual
- (g) The provision of new street lighting equipment to the requirements of the County Council as Highway Authority
- (h) The modifications to and the provision of new boundary fencing where required to the First Site

EIGHTH SCHEDULE  
PLANNING CONDITIONS  
PART A : FIRST PLANNING APPLICATION

1. The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting design landscaping and external appearance of the buildings which shall have been approved by the Local Planning Authority or in default of agreement by the Secretary of State
2. 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 three years commencing on the date of this notice and the development to which this permission relates shall be begun by not late than whichever is the later of the following dates:
  - (i) the expiration of a period of five years commencing on the date of this notice
  - (ii) the expiration of a period of two 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 by the Local Planning Authority or the Secretary of State
3. Details submitted in accordance with Condition 1 above shall include:
  - (i) a survey of the site including levels natural features trees and hedges
  - (ii) parking areas loading and unloading facilities
  - (iii) boundary treatment
  - (iv) construction of drains and sewers
4. No development other than the highway works hereby permitted shall be commenced in pursuance of the permission hereby granted unless and until:
  - (i) the Secretary of State for Transport has decided to construct the Berkhamsted Bypass and to implement authorisations granted by the A41 London -

Birmingham Trunk Road (Berkhamsted Bypass Side Roads) Order dated 15 February 1990 and Line Order Number 283 of 1990 (Statutory Instruments)

- (ii) a new highway has been constructed along the route of Stoney Lane as provided for in the A41 London - Birmingham Trunk Road (Berkhamsted Bypass Side Roads) Order 1990
  - (iii) the said new highway has been constructed to include a roundabout junction serving the development as indicated on Drawing Number 189437/7C as prepared by Alan Boreham Associates Ltd
5. Before the development hereby permitted shall commence details should be submitted to and approved by the Local Planning Authority of a method whereby construction traffic shall enter and leave the site without direct access to and from Bourne End Lane
  6. Facilities shall be made available on site for wheel washing of vehicles leaving the site. Such facilities shall be maintained at all times during construction to the satisfaction of the Local Planning Authority
  7. No buildings constructed on the site shall exceed two storeys in height when measured from finished ground levels
  8. This outline permission is granted for a total of a maximum size of 100 bedrooms as indicated in illustrative drawings submitted with the application
  9. Details submitted in accordance with Condition 1 above shall include vehicle parking provision within the site in accordance with guidelines adopted by the Local Planning Authority

EIGHTH SCHEDULE  
PLANNING CONDITIONS  
PART B : SECOND PLANNING APPLICATION

1. The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the surfacing materials of the development which shall have been approved by the local planning authority or in default of agreement by the Secretary of State
2. Application for approval in respect of the matter reserved in condition 1 above shall be made to the local planning authority within a period of three years commencing on the date of this notice and the development to which this permission relates shall be begun not later than whichever is the later of the following dates:
  - (i) The expiration of a period of five years commencing on the date of this notice
  - (ii) The expiration of a period of two 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 by the local planning authority or the Secretary of State
3. The parking spaces hereby permitted shall be used solely in connection with the industrial use of the Bourne End Mills site and for no other purpose
4. Before the parking area hereby permitted shall be put into use the landscaping and planting scheme as detailed on Drawing No. 4/1155/89 (2) shall have been implemented to the satisfaction of the local planning authority. 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

5. The car parking spaces hereby permitted shall not be put into use until a road linking the site with the proposed Kings Langley/Berkhamsted bypass shall have been constructed and made available for use to the satisfaction of the local planning authority and access from all parts of the estate except unit nos 1 2 3 5 5a 6a 6b 6c 7 8 9 10 11 12a 12c and the gatehouse shall be taken solely from this road
6. Development of the car park shall not begin until drainage works for the disposal of surface water have been carried out in accordance with details to be submitted to and approved by the local planning authority

#### NINTH SCHEDULE

##### Rights granted by the County Council

1. The right to connect up to the sewers drains pipes cables wires and other services apparatus (hereinafter called "the Service Media") which now or may at any time during the period of eighty years from the date hereof (hereinafter called "the perpetuity period") be installed in under or upon Bourne End Lane Bourne End aforesaid and to install the Service Media from the aforesaid connections in under or upon Bourne End Lane Bourne End aforesaid to the First Site and/or the Second Site
2. The right during the perpetuity period to lay and install in locations approved by the Director the Service Media in under or upon Bourne End Lane Bourne End aforesaid from the First Site and/or the Second Site

3. The right to the free and uninterrupted passage and running of water soil drainage gas electricity telephone and other services and supplies through and along the Service Media now or which may at any time during the perpetuity period be in under or upon Bourne End Lane Bourne End aforesaid
4. The right at times to be agreed by the Director (except in the case of emergency when no notice shall be required) to enter onto so much of Bourne End Lane Bourne End aforesaid as may be reasonably necessary for the purpose of inspecting cleansing maintaining repairing renewing replacing and otherwise carrying out any necessary works to the Service Media
5. The following terms and conditions shall apply to any works carried out in under or upon Bourne End Lane in pursuance of the rights granted in this Schedule:
  - (a) Any works shall only be carried out in locations and in accordance with detailed drawings approved in writing by the Director before any work commences
  - (b) Any works shall be carried out in accordance with a specification approved by the Director insofar as it relates to the highway as opposed to the provision of the Service Media
  - (c) The person or persons exercising the rights contained in this Schedule ("the Licensee") 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 Director
  - (d) The rights shall only be exercisable at times to be agreed by the Director and the Licensee shall give at least 28 days written notice of its intention to commence any work connected with any of the rights herein granted

- (e) The works shall be carried out by a contractor approved by the Director and to a standard of workmanship and quality of materials approved by him
- (f) The works shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by HMSO and in accordance with a programme to be agreed in writing with the Director
- (g) The Licensee shall 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 any works carried out in pursuance of the rights herein granted the insured sum to be not less than £3 million in respect of any single incident or £1 million in respect of any single claim unless there shall be in force a policy of insurance pursuant to paragraph (i) of Part I of the Fourth Schedule hereto
- (h) The Licensee shall make good to the reasonable satisfaction of the Director all damage caused to Bourne End Lane in the exercise of the rights granted herein and shall further make good any defects or damage which may be discovered during the period of 12 months from the date of the issue of the certificate of completion of the works carried out pursuant to this Schedule and the Licensee shall notify the Director within 28 days of issue that the certificate has been issued
- (i) Before the commencement of any works the Licensee shall pay to the Director such sum as he may determine to cover his reasonable costs in supervising any works and the reinstatement of Bourne End Lane



## TENTH SCHEDULE - SURFACE WATER SEWER

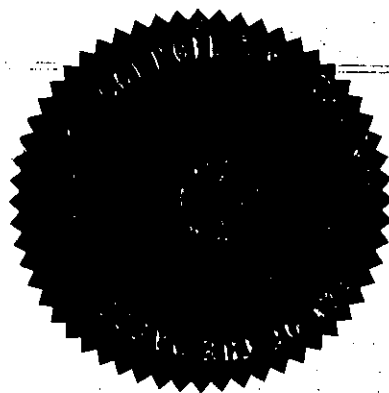
(Works to be undertaken by Dacorum Borough Council)

1. The laying of a public surface water sewerage network to drain the First Site and the Second Site
2. The sewer shall outfall to the River Bulbourne and have the capacity to accept the run off from the following areas:
  - (i) The Link Road between the east and west bound carriageway of the A41 Berkhamsted Bypass
  - (ii) 1.34 hectares of impermeable area of the First Site
  - (iii) 3.5 hectares impermeable area of the Second Site
  - (iv) The widened section of Bourne End Lane from its junction with Stoney Lane
3. The works shall comprise of the following:
  - (i) 121 metres of 300 mm diameter pipe
  - (ii) 300 metres of 375 mm diameter pipe
  - (iii) 382 metres of 525 mm diameter pipe

Together with all associated ancillary structures required to limit the flow at the outfall to 600 litres/second for a 1 in 10 year storm return frequency

4. The works shall be designed in accordance with the Water Authorities Association document "Sewers for Adoption - 3rd Edition" and constructed in accordance with the "Civil Engineering Specification for the Water Industry - 3rd Edition" published by the Water Research Centre
5. Connection points shall be provided as required by Burmah and Ward

The Common Seal of  
DACORUM BOROUGH COUNCIL  
was hereunto affixed in  
the presence of:

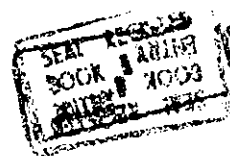


*Keith Hunt*

Chief Executive

*Alan*

Assistant Director  
(Admin)



18770

The Common Seal of  
HERTFORDSHIRE COUNTY COUNCIL  
was hereunto affixed in  
the presence of:

*W. C. W. C.*

Director of Law and Administration

130

The Common Seal of  
J W WARD AND SON LTD  
was hereunto affixed in  
the presence of:

*[Signature]*  
DIRECTOR

SECRETARY

The Common Seal of  
BURMAH PETROLEUM FUELS LTD  
was hereunto affixed in  
the presence of:

*[Signature]* DIRECTOR

*[Signature]* DIRECTOR

The Common Seal of  
BARCLAYS BANK PLC  
was hereunto affixed in  
the presence of:

DEPUTY MANAGING DIRECTOR

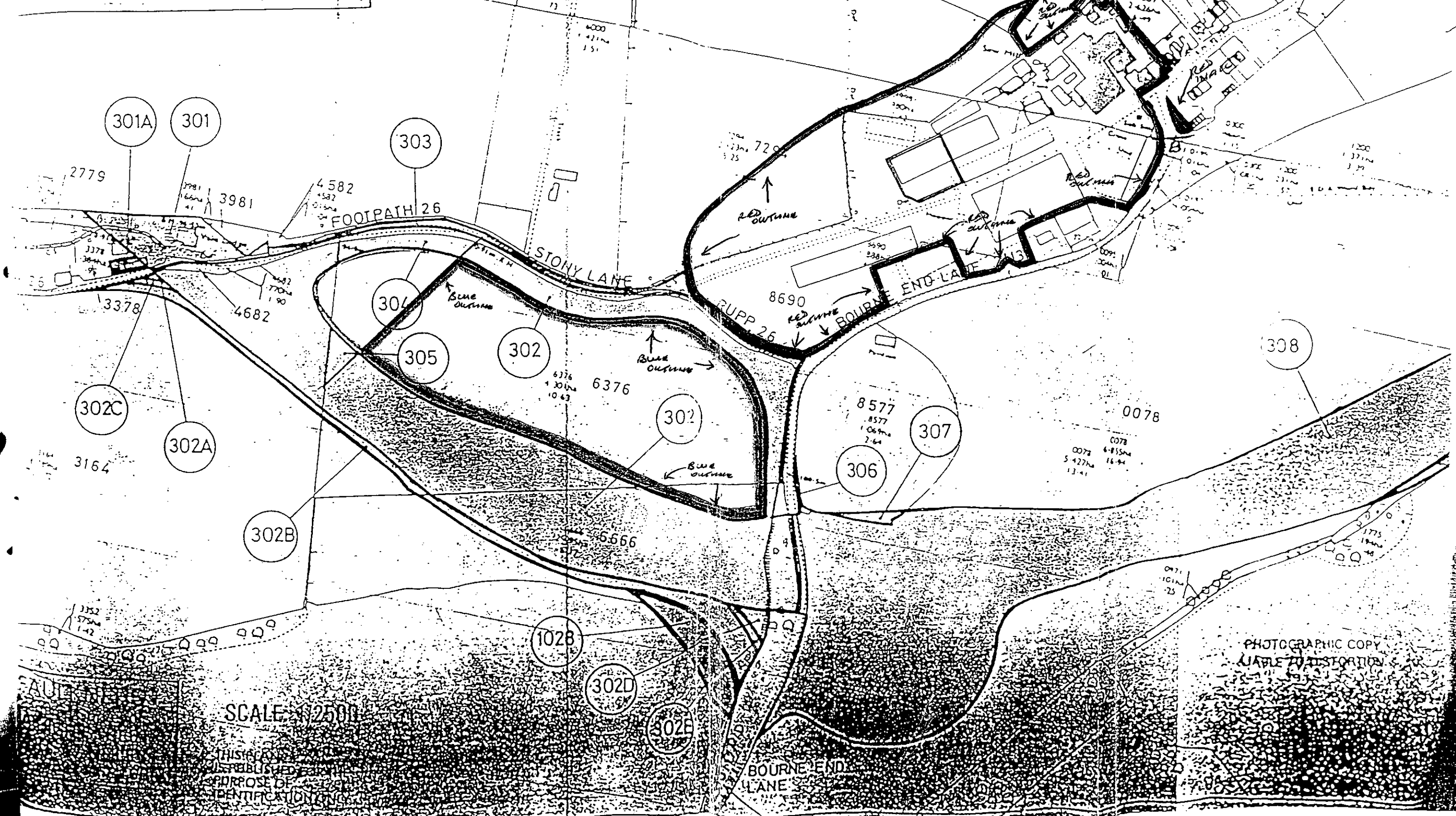
1791102

Attest: Sealing Officer

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new trunk roads for which land delineated on this sheet is required are the new trunk roads referred to in the A41 London-Birmingham Trunk Road (Berkhamsted Bypass) Order 1985 and the A41 London-Birmingham Trunk Road (Berkhamsted Bypass) Variation and Slip Roads Order 1985, as shown on the plans accompanying the orders.

the construction and improvement of highways and the provision of new means of access in the vicinity of the A41 London-Birmingham Trunk Road (Berkhamsted Bypass) Side Roads Order 1985, as shown on this sheet see Site Plan No 8 and the plan folio accompanying the order.



SCALE 1:2500

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