

TOWN & COUNTRY PLANNING ACTS, 1971 and

THE DISTRICT COUNCIL OF
IN THE COUNTY OF HERTFORD

To

Erostin Development,
Erostin House,
The Milton Keynes Marina,
MK6 3BY

Howard Fawcett & Partners
Chandos House,
Back Street,
Wendover,
Bucks. HP22 6EB.

Retail Warehouse and Residential Development

at Land in Stag Lane/High Street, Berkhamsted, Herts.

Brief
description
and location
of proposed
development.

In pursuance of their powers under the above-mentioned Acts and the Orders and Regulations for the time being in force thereunder, the Council hereby permit the development proposed by you in your application dated 23 March 1987 (as amended on 6 October 1987) and received with sufficient particulars on 6 October 1987 and shown on the plan(s) accompanying such application, subject to the following conditions:—

- (1) The development to which this permission relates shall be begun within a period of 5 years commencing on the date of this notice.
- (2) None of the development hereby permitted shall be occupied until Stag Lane shall have been widened and reconstructed as shown on Drawing No. 1426/PD24.
- (3) The junction between Stag Lane and the access road serving the residential development shall be provided with kerb radii of 6 m and sight lines of 4.5 m x 35 m within which there shall be no obstruction more than 600 mm above carriageway level.

Cont.

grant permission for the development subject to the above

of Section 41 of the Town & Country Planning Act, 1971.

factory access to the development.

ests of highways safety.

terests of highways safety.

ensure the safe, economic, durable, attractive and proper
development of the estate.

To ensure the adequate and satisfactory provision of off-street
vehicle parking facilities.

(7) To ensure proper drainage of the site.

(8) To ensure the adequate and satisfactory provision of off-street
vehicle parking facilities.

(9) To safeguard the residential amenity of the area.

(10) To ensure a satisfactory appearance.

(11) To ensure a satisfactory appearance.

Cont.

Dated.....26th.....day of.....January.....19..88..

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 Secretary of State for the Environment, Marsham Street, London, S.W.1. 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, to the provisions of the development order, and to any directions given under the order.

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

- (4) The residential development hereby permitted shall not be occupied until the sight lines referred to in Condition 3 shall have been provided, and they shall be maintained at all times thereafter.
- (5) The roads serving the residential development hereby permitted shall be constructed in accordance with the specification of the Hertfordshire County Council set out in "Residential Roads in Hertfordshire".
- (6) Provision shall be made at a standard of one space per 20 sq. m. gross floor area for off-street car parking to serve the retail warehouse hereby permitted. No trading shall take place from the premises until these parking spaces shall have been provided, and they shall not thereafter be used for any purpose other than the parking of vehicles.
- (7) Where any building will be sited either above or within 3 metres of the River Bulbourne or the public sewer that crosses the site, details of proposals for the diversion of the river or the sewer as the case may be shall be submitted to and approved by the local planning authority before any development hereby permitted is commenced.
- (8) The retail warehouse hereby permitted shall not be occupied until the arrangements for vehicle circulation, turning and loading and unloading shown on Drawing No. 1426/PD24 shall have been provided, and they shall not be used thereafter otherwise than for the purposes approved.
- (9) There shall be no movements of delivery vehicles to or from the retail warehouse at any time on Sundays or Bank Holidays or between the hours of 7 p.m. and 7 a.m. on other days.
- (10) The external walls and ~~roofs~~ of all the buildings hereby permitted shall be constructed and finished in accordance with a schedule of materials and finishes which shall be submitted to and approved by the local planning authority before any part of the development hereby permitted is commenced.
- (11) Details of the piers and screen walls proposed at the entrance to the residential development hereby permitted shall be submitted to and approved by the local planning authority before any works are commenced on this part of the site.
- (12) Details of the treatment proposed for all boundaries of the whole application site shall be submitted to and approved by the local planning authority before any development hereby permitted is commenced.

Cont.

- (13) Notwithstanding the generality of Condition 12, a 2 metre high close boarded fence shall be constructed on the south boundary of the residential development hereby permitted before any of the dwellings numbered 1 to 8 inclusive on Drawing No. 1426/PD24 are occupied.
- (14) No work shall be started on the residential development hereby permitted until details of the finished ground floor levels of the dwellings numbered 37 to 50 inclusive on Drawing No. 1426/PD24 in relation to the proposed access road and the canal towpath shall have been submitted to and approved by the local planning authority, and these dwellings shall be constructed in accordance with the details as so approved.
- (15) Before any work is commenced on the residential development hereby permitted, a scheme for protecting the dwellings from external noise shall be submitted to and approved by the local planning authority, and the dwellings shall be constructed in accordance with such scheme as may be approved.
- (16) The garaging and parking facilities shown on Drawing No. 1426/PD24 shall be provided before the dwellings to which they relate are occupied.
- (17) No development shall take place until ~~there~~ has been submitted to and approved by the local planning authority a scheme of landscaping, which shall include indications of all existing trees and hedgerows on the land, and details of any to be retained, together with measures for their protection in the course of development, and details of numbers, species and proposed planting location of all new trees, shrubs and hedgerows.
- (18) All planting, seeding or turfing comprised in the approved details of landscaping, shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the local planning authority gives written consent to any variation, and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year.
- (19) No trees on the site at the date of this permission shall be wilfully damaged or destroyed or uprooted, felled, lopped or topped without the previous written approval of the local planning authority until 12 calendar months after completion of the permitted development. Any trees being removed without such consent or dying or being severely damaged or becoming seriously diseased before the end of that period shall be replaced with trees of such size and species as may

Ref. 4/0458/87

be agreed with the local planning authority.

Dated: 26th day of January 1988

Signed Colin Barnard

Designation Chief Planning Officer

Ref: 4/0458/87

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

- (12) To ensure a satisfactory development.
- (13) To ensure an adequate standard of sound attenuation.
- (14) To ensure a satisfactory development.
- (15) To ensure an adequate standard of sound attenuation.
- (16) To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.
- (17) To maintain and enhance visual amenity.
- (18) To maintain and enhance visual amenity.
- (19) To maintain and enhance visual amenity.

Dated: 26th day of January 1988

Signed _____

Designation Chief Planning Officer

DATED

26th January 1988

HERTFORDSHIRE COUNTY COUNCIL

and

DACORUM BOROUGH COUNCIL

and

GROUP PLC

EROSTIN DEVELOPMENTS LIMITED

and

AEGON INSURANCE CO (UK) LIMITED

C O U N T E R P A R T
A G R E E M E N T

in connection with
planning permission 4/0458/87
made under S.52 of the
Town and Country Planning Act
1971 and S.33 of the Local
Government (Miscellaneous Provisions)
Act 1982 relating to Land at
Gossoms End Berkhamsted
Hertfordshire

2 copies
please -
not plans
to [unclear]
Keith Hunt
Clerk
Borough Council
Public Centre
Harlowes
Hemel Hempstead
Hertfordshire
HP1 1HH

File: AMB/ED/S52+S33/32/126/87/1/BS6B/12.87

THIS AGREEMENT is made the *twenty sixth* day of *January* One Thousand Nine Hundred and eighty-eight
BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford
in the County of Hertfordshire (hereinafter called "the County
Council") of the first part and DACORUM BOROUGH COUNCIL of Civic Centre Hemel Hempstead in the County of Hertfordshire (hereinafter
called "the Council") of the second part and EROSTIN DEVELOPMENTS
LIMITED whose registered office is situate at Erostin House, The Milton Keynes Marina, Milton Keynes MK6 3BY (hereinafter called
"the Developer") of the third part and AEGON INSURANCE CO (UK) LIMITED whose registered office is situate at 136 Fenchurch Street London
EC3 (hereinafter called "the Surety") of the fourth part

W H E R E A S:

1. THE County Council is the Highway Authority for Hertfordshire and Agent for the Secretary of State for Transport in respect of the A41 Trunk Road at High Street Berkhamsted in the County of 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 known as land at Gossoms End Berkhamsted in the County of 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 4/0458/87 for the development of the Land for a retail warehouse car parking and residential development (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 the A41 Trunk Road at High Street and to Stag Lane Berkhamsted (hereinafter called "the

works") on the terms conditions and stipulations hereinafter appearing.

5. THE Developer is entitled to the unencumbered freehold of the Land except that part of the Land which is hatched blue on the plan attached hereto which said ^{green} blue land it has agreed to purchase by a Contract of even date herewith 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 Country Planning Act 1971 and S.33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS AGREEMENT WITNESSETH 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 4/0458/87 and the Developer shall proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. THE Developer for itself and successors in title hereby covenants with the County Council and the Council as follows:-
 - (a) If it proceeds to implement any part of planning permission No. 4/0458/87 referred to in 1. above then any building work on the Land shall be deemed to be carried out under the said planning permission No. 4/0458/87 and no other
 - (b) That it shall carry out at its own expense the entire works described in the First Schedule hereto at High Street and Stag Lane Berkhamsted as shown in principle on drawing No 172/E/02 attached hereto or the remainder of such works if the said works have been implemented in part by any other person together with such ancillary works as may be reasonably 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

- (c) 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 A41 before 9 am or after 4.30 pm on any day
- (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 Surveyor
- (e) That they 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 based on drawing No 172/E/02 above referred to and to a standard of workmanship and quality of materials approved by the Surveyor such approval not to be unreasonably withheld
- (f) That the works shall be carried out by a roadworks contractor approved by the Surveyor such approval not to be unreasonably withheld
- (g) That they 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 its intention to proceed with the works
- (h) That the works shall be carried out in accordance with the "Specification for Road and Bridgeworks" published by Her Majesty's Stationery Office in 1976 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the works

- (i) 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 based on the following formula:

Total estimated cost of works	%age fee
Nil to £100,000	5%
£100,000 to £400,000	3%
Over £400,000	negotiable

- (j) The works shall be completed to the reasonable satisfaction of the Surveyor within 6 months of their commencement unless prevented from doing so by any reason beyond the Developer's control and in any event shall be completed prior to any occupation of the development for any purposes
- (k) That they 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
- (l) That they shall pay the whole of the reasonable costs incurred by the Council and the County Council in the preparation of this Agreement (such payment to be made on the date hereof) and the approval of detailed contract drawings and plans (such payment to be made within one month of approval under clause 2(d) hereof)
- (m) That they will provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the Certificate of Completion
- (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 the third person mutatis mutandis the same as the Developer's covenants herein contained



Joinery Works

Travelling Crane

El Sub Sta

Chy

Joinery Works

Presbytery
Sacred Heart Church
(RC)

El Sub Sta

Laundry

Tank

HIGH STREET
110m

EDDY STREET

Gossoms Lodge

Wahy
Mill View

Rosemary

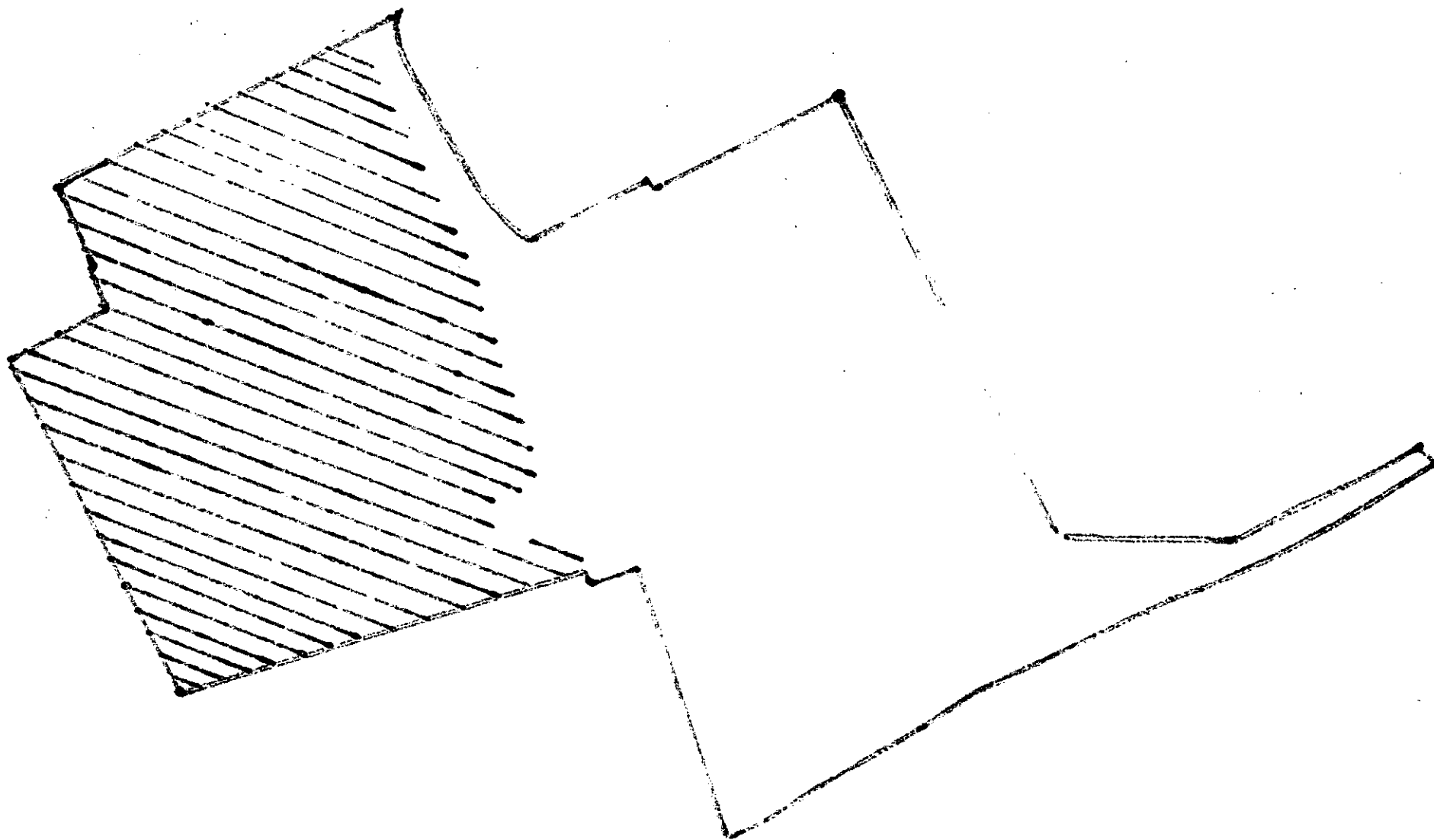
Daytonville

Leftback
Havenhurst
Euclid Villa

Ward Bdy

G r a

REET



- (o) That it 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
- (p) That it will indemnify the County Council and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 arising out of the use of the said works
- (q) That it will forthwith upon the issue of the Completion Certificate dedicate as public highway the land edged blue on the drawing above referred to
- (r) That subject as mentioned in clause 2(r) hereof the Developer (to the intent that the Developer shall not thereafter be liable for any breach after it shall have parted with all interest therein) will not use or allow to be used the land hatched green on the plan otherwise than:
 - (i) as a "do-it-yourself" home improvement centre for the sale of merchandise permitted by this Agreement (which shall for the purpose of construing this clause be taken to include goods of the classes listed in the Second Schedule hereto but to exclude goods of the classes (hereinafter called "Third Schedule Classes") listed in the Third Schedule hereto save as provided in sub clause (ii) below and
 - (ii) for the sale in addition of goods of all Third Schedule Classes provided that the aggregate of the net retail floorspace used for the sale and display of all goods of Third Schedule Classes shall not exceed 33% of the total net retail floorspaceor such other use as the Council may permit or grant planning consent therefor
- (s) That without prejudice to the generality of Clause 2(q) hereof the Developer further covenants (to the intent that the Developer shall not be liable for any

breach thereof after it shall have parted with all interest therein) with the Council and County Council as follows:

- (i) that no building on the land hatched green on the plan will be used for the sale of any foodstuffs (including alcoholic or non-alcoholic beverages but excluding minor items of confectionery) or other groceries for use or consumption off the premises
- (ii) that provision of facilities for refreshment shall be limited to the sale of light refreshments for consumption by customers on the premises only and that there shall be no cafeteria or restaurant for the use of the general public
- (t) That ten car parking spaces within the area hatched green on the plan are to be provided and made accessible to the general public at all times
- (u) That unless the application for planning permission for such use (reference 4/1828/87) is refused by the County planning authority or by the Secretary of State on appeal the Developer shall provide construct and maintain a household waste site on the land edged brown on the plan attached hereto subject as follows:
 - (i) that the household waste site shall be constructed in accordance with a specification to be supplied to the Developer by the County Council
 - (ii) that the household waste site shall be completed to the reasonable satisfaction of the Surveyor (such approval not to be unreasonably withheld) within 6 months of the commencement of its construction
 - (iii) that within 2 months of the completion in Clause 2(t)(ii) it will convey the freehold of the household waste site without restrictions imposed by the Developer at nil consideration

- (v) That no trading shall commence at the retail warehouse aforesaid until the household waste site is open to the public as set out in Clause 2(t)(iii) above

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 High Street and Stag Lane Berkhamsted aforesaid subject to the terms conditions and stipulations in Clause 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
- (c) That within 3 months of the date hereof it will supply the Developer with specifications in sufficient detail to enable construction of the household waste site hereinbefore mentioned

4. THE Surety hereby covenants that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in Clause 2(a) to 2(q) hereof or in the event of the Developer going into liquidation or entering into a Deed of Arrangement for the benefit of its creditors the Surety shall pay to the Council such sum as may be certified by the Surveyor to be reasonably required in order to complete the works and/or remedy any defects prior to the works becoming maintainable at the public expense 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 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 PROVIDED THAT the total sums payable by the Surety shall not exceed SIXTY THOUSAND POUNDS (£60,000.00)

5. IF the sum paid by the Surety in accordance with Clause 4 exceeds the final costs 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 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 ~~or Owner~~ 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 1986 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the land and all estates and interest therein

THE FIRST SCHEDULE

The works referred to in Clause 2(a) of this Agreement and shown in principle on drawing 172/E/02 shall comprise the provisions of:

- (a) A right turning lane from High Street into Stag Lane
- (b) Modification of the existing Stage Lane junction

THE SECOND SCHEDULE

Classes of Goods

Do-it-yourself products for home improvement and leisure activities
Self-assembly furniture
Flooring materials and coverings
Leisure and garden products

THE THIRD SCHEDULE

Classes of Goods

Electrical Goods
Furnishings
Motor Accessories
Toys

THE FOURTH SCHEDULE

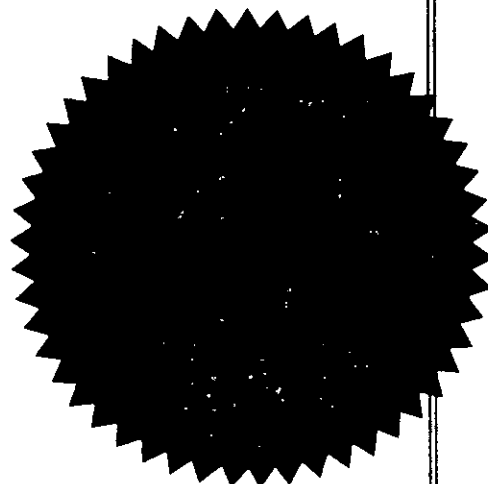
Household Waste Site Opening Hours

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

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

)
)
)

H. W. H. Cartwright
DEPUTY County Secretary



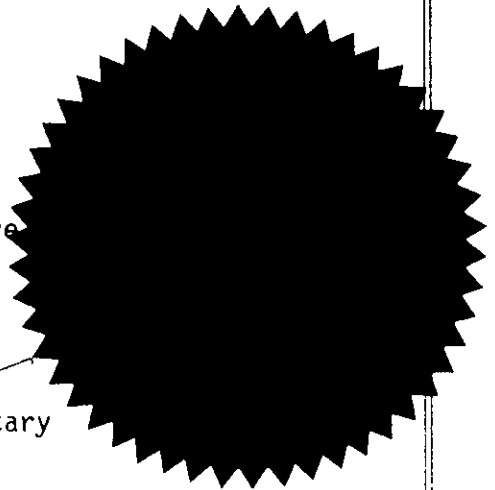
THE COMMON SEAL of
DACORUM BOROUGH COUNCIL
was hereunto affixed in the
presence of:



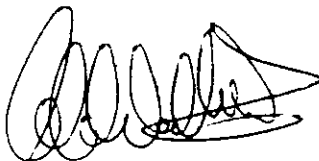
Chief Executive



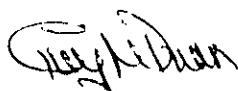
Assistant Secretary
(Admin)



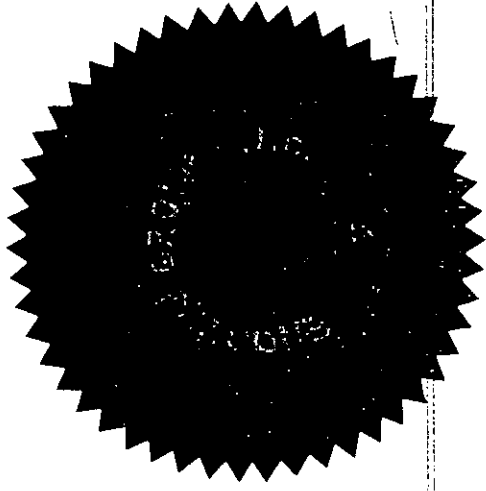
THE COMMON SEAL of
EROSTIN DEVELOPMENTS LIMITED
was hereunto affixed in the
presence of:



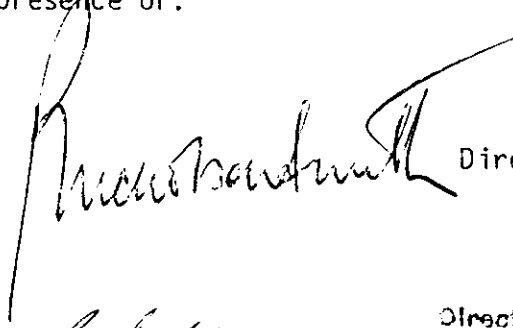
Director



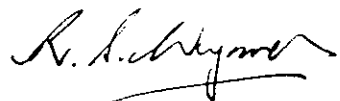
Secretary



THE COMMON SEAL of
AEGON INSURANCE CO (UK) LIMITED
was hereunto affixed in the
presence of:



Director



Director
Secretary

