

TOWN AND COUNTRY PLANNING ACT 1990

DACORUM BOROUGH COUNCIL

Application Ref. No. 4/0659/90

Stocks Hotel & Country Club  
Stocks Road  
Aldbury

Boswell Phillips Associates  
17 Holywell Hill  
St. Albans

DEVELOPMENT ADDRESS AND DESCRIPTION  
=====

Land West&South, Stocks Hotel, Stocks Road, Aldbury,

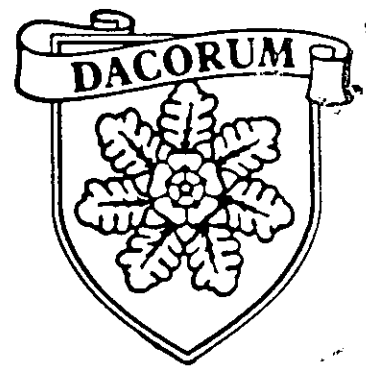
GOLF COURSE

Your application for *full planning permission* dated and received on 23.04.1990 has been **GRANTED**, subject to any conditions set out on the attached sheet(s).

Director of Planning.

Date of Decision: 16.10.1991

(encs. - Conditions and Notes).



CONDITIONS APPLICABLE  
TO APPLICATION: 4/0659/90

Date of Decision: 16.10.1991

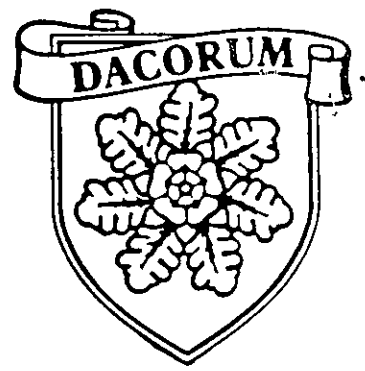
1. The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice.
2. Prior to the commencement of the development hereby permitted a car parking layout shall be submitted to and approved by the local planning authority showing the following:
  - (a) not less than 115 car parking spaces
  - (b) vehicle circulation arrangements including facilities for service and delivery vans and lorries and emergency access
  - (c) disabled parking facilities
  - (d) details of surfacing materials
  - (e) the only point of vehicular access to the site from the "entrance" as identified by the black arrow on Drawing No 91012-02and no part of the golf course shall be brought into use until the parking layout has been completed fully in accordance with the approved plans.
3. A scheme shall be submitted to and approved by the local planning authority relating to the provision of signs within the site curtilage to ensure that, with the exception of delivery and service vehicles, all vehicles enter and leave the site from the "entrance" as referred to in condition 2 and the approved scheme shall be fully installed before any part of the golf course is first brought into use and thereafter the signs shall be permanently retained.
4. There shall be no widening of the verges to either side of the main driveway leading from the "entrance" to "Stocks Hotel" without the prior approval in writing of the local planning authority.
5. Prior to the commencement of the development hereby permitted a scheme showing details of the reinforcement of the main driveway to and approved by the local planning authority and such works of reinforcement as may be approved shall be carried out prior to the golf course being first brought into use.
6. No development shall take place until a landscaping scheme has been submitted to and approved by the local planning authority. This scheme shall include:
  - (a) a survey of the whole site showing all trees and hedges to be both retained and removed
  - (b) details of the number, species and planting of all new trees, hedgerows and shrubs including the area associated with the car parking layout referred to in Condition 2.



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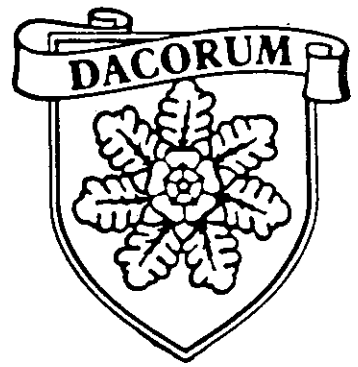
7. All the planting, seeding or turfing comprised in the approved details of landscaping, as referred to in Condition 6, shall be carried out in the first planting and seeding season following the date when the golf course is first brought into use; any trees or plants which within a period of seven years from this date are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless the local planning authority gives written consent to any variation and for the purpose of this condition a planting season shall be deemed to commence in any year on 1 October and to end on 31 March the next following year.
8. Prior to the commencement of any works at the site relating to the development hereby permitted, a scheme which includes plans shall be submitted to and approved by the local planning authority relating to the positioning, type and height of fencing and other associated protective measures for safeguarding trees to be retained at the site. This scheme shall include the following:
  - (a) the provision of a fenced compound for the storage of machinery, stationing or workers' accommodation/site offices and a vehicle parking/manoeuvring area
  - (b) the siting of all existing and proposed underground pipes, sewers, cables and associated equipment and apparatusand any protective measures required as part of the scheme shall be permanently retained until the full completion of the development.
9. Within the area identified as "Walk Wood" on Drawing No 91012-02 there shall be no deposition of domestic or commercial waste, open storage, parking or manoeuvring of vehicles with the exception of bonfires and the parking and manoeuvring of motor vehicles associated with the management of "Walk Wood".
10. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 (Schedule 2 Part 2 Class A) or any amendment thereto no fence, wall or other means of enclosure shall be formed on any part of the application site without the express written permission of the local planning authority.
11. The layout of the golf course hereby permitted shall be designed and constructed in general conformity with the layout shown on Drawing No 91012-02 and prior to the commencement of any work associated with the development details shall be submitted to and approved by the local planning authority of all the following matters which shall directly relate to the course layout as referred to by the aforementioned drawings:



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- (a) appropriate sectional drawings of all necessary earthworks of all parts of the course including the following:
    - (i) a full survey of existing ground levels and contours
    - (ii) all changes to the existing ground levels and contours
    - (iii) cross-referencing between the sectional drawings and layout drawings
    - (iv) relationship between trees and hedges with the existing and proposed changes created by the earthworks
    - (v) relationship between all new planting and the earthworks
    - (vi) relationship between all earthworks and the archaeological remains and habitats;
  - (b) all features of the golf course which include the following:
    - (i) all details of each tee, fairway and green as referred to in Drawing No 91012-02
    - (ii) all bunkers
    - (iii) all existing trees and rough land
    - (iv) all retained hedges and trees
    - (v) all new hedges and trees;
  - (c) areas to be established as wildlife habitats
  - (d) all fencing and boundary treatment;
  - (e) the proposed footpath and bridleway network showing its relationship with the existing network, including a scheme providing warning notices to users of this network in order to prevent conflict between users of the network and golf course respectively;
  - (f) drainage.
12. The golf course shall be constructed fully in accordance with the details approved under Condition 11 and shall not be brought into use until the following have been provided:
- (a) all parking and vehicle circulation and access arrangements as specified in Conditions 2, 3 and 5 above;



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TO APPLICATION: 4/0659/90

Date of Decision: 16.10.1991

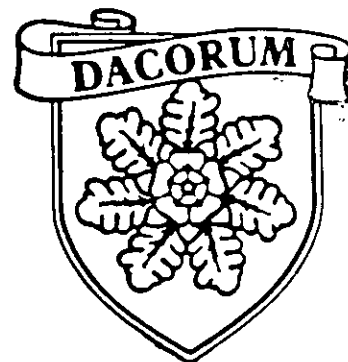
- (b) all features of the golf course ie all trees, fairways, greens and bunkers;
  - (c) all fencing;
  - (d) all drainage facilities.
13. The developer shall afford access at all reasonable times to any person(s) and/or archaeologist(s) nominated by either the local planning authority or Hertfordshire Archaeological Trust and shall allow the appointed person(s) to carry out a full archaeological investigation prior to the commencement of any excavations to facilitate the development hereby permitted and shall enable the appointed person(s) to observe the excavations necessary to form the golf course and record all archaeological material during the whole period associated with the provision of the golf course.
14. Advance notice of the commencement of the construction of the golf course hereby permitted shall be given to both the local planning authority and Hertfordshire Archaeological Trust and a written programme of investigation shall be submitted to and approved by the local planning authority.

**REASONS:**

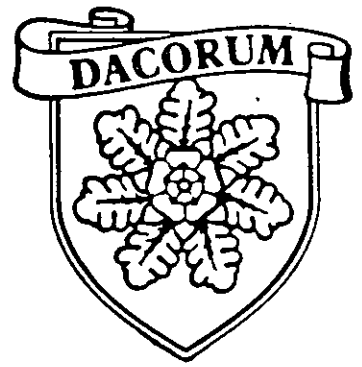
1. To comply with the provisions of s.91 of the Town and Country Planning Act 1990.
2. (a) In order to ensure that prior to the golf course being first brought into use adequate parking facilities including three for the disabled are provided
- (b) In the interests of the highway safety
- (c) In the interests of the setting of "Stocks House" which is a Grade II Listed Building and the character of the Chiltern Area of Outstanding Natural Beauty.
3. In the interest of highway safety and for the avoidance of doubt as the secondary access is substantiated and its improvement would require the removal of boundary trees to ensure greater visibility. The loss of boundary vegetation would be detrimental to the setting of the Listed Building and the Chilterns Area of Outstanding Natural Beauty.
4. (a) In the interests of the setting of the Listed Building within the Chilterns Area of Outstanding Beauty as the main driveway to the front of "Stocks House" is a most important characteristic of the site and major change to appearance of the driveway would be to the serious detriment of the visual amenity of the locality.
- (b) For the avoidance of doubt.

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5. (a) In the interests of the setting of "Stocks House" a Grade II Listed Building and for the avoidance of doubt.  
(b) For the avoidance of doubt.
6. In the interests of the rural setting of the site within the Chilterns Area of Outstanding Natural Beauty and the setting of "Stocks House", a Grade II Listed Building and for the avoidance of doubt.
7. In the long term interests of the rural setting of the site within the Chilterns Area of Outstanding Natural Beauty and the setting of "Stocks House", a Grade II Listed Building.
8. In order to ensure that adequate resources are provided to safeguard existing trees at the site in the long term interests of the setting of the site within the Chilterns Area of Outstanding Natural Beauty and the setting of "Stocks House", a Grade II Listed Building.
9. (a) "Walk Wood" makes a most valuable contribution to the setting of "Stocks House", a Grade II Listed Building, within the Chilterns Area of Outstanding Natural Beauty. The deposition of domestic or commercial waste, open storage and the parking and manoeuvring of motor vehicles within the woodland would be to severe detriment of the environmental quality of this area due to its visual impact, adverse effect upon its flora and fauna and the inhibition upon management measures.  
(b) The local planning authority is satisfied that adequate car parking facilities can be provided within the curtilage of "Stocks House" without the need to encroach upon any part of "Walk Wood".  
(c) For the avoidance of doubt.
10. In order that the local authority may retain control over development within this sensitive setting.
11. Drawing No. 91012-02 was prepared to demonstrate how the golf course could be accommodated at the site. This drawing takes account of the overall impact of the golf course on the landscape of a prominent part of the Chilterns Area of Outstanding Natural Beauty and forms the framework for the preparation of detailed drawings relating to all matters referred to on Condition 11. Without such a drawing forming an integral part of the planning permission the local planning authority would not have approved the development as it would not have been satisfied that the golf course could be successfully assimilated within its environment, taking into account the visual impact, relationship with existing flora and fauna and archaeological reasons, as well as the footpath/bridleway network and drainage and long term management.
12. For the avoidance of doubt.



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13. To ensure that the relevant archaeological body is afforded proper access to the site to record any findings at the site.
14. To ensure that adequate time and scope is provided for archaeological investigation during the development of the golf course.

DATED

27<sup>th</sup> August

1992

DACORUM BOROUGH COUNCIL

and

STOCKS HOTEL AND COUNTRY CLUB LIMITED

and

DAVID ERIC MEAD

and

GEOFFREY PERCY ARTHUR MEAD

and

LLOYDS BANK PLC

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC

DEED OF RELEASE AND VARIATION

under s.106 of the Town and Country Planning Act 1990

and

s.33 of the Local Government (Miscellaneous Provisions) Act 1982

in respect of  
Stocks Hotel  
Stocks Road  
Aldbury  
Hertfordshire

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

Your File Ref:

Our File Ref: 6.92/32/126/149/NP/TC/BS.7

cT<sub>B</sub>



THIS DEED is made the *twenty-seventh* day of *August* One thousand nine hundred and ninety-two  
BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead in the County of Hertford (hereinafter called "the Council") of the first part and STOCKS HOTEL AND COUNTRY CLUB LIMITED whose registered office is situate at Thompson House 20/22 Curtain Road London EC2A 3NQ and DAVID ERIC MEAD of Great Farm Wilstone Tring in the County of Hertford and GEOFFREY PERCY ARTHUR MEAD of Stocks Farm Aldbury Tring in the County of Hertford (hereinafter respectively called "the First Owner" and "the Second Owner" which expressions shall include the First Owner's and Second Owner's successors in title and assigns) of the second part and LLOYDS BANK PLC of 67 High Street Watford in the County of Hertford (hereinafter called "the Bank") of the third part and THE AGRICULTURAL MORTGAGE CORPORATION PLC whose registered office is at AMC House Chantry Street Andover Hampshire (hereinafter called "the Corporation") of the fourth part

WHEREAS:

- (1) An Agreement (hereinafter called "the Agreement") was made on the Twenty sixth day of September One thousand nine hundred and ninety one between the Council of the first part the First Owner and the Second Owner of the second part the Bank of the third part and the Corporation of the fourth part under s.106 of the Town and Country Planning Act 1990 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 in respect of land at and adjacent to Stocks Hotel Stocks Road Aldbury in the County of Hertford and shown edged red and edged blue on the plan annexed to the Agreement
- (2) The First Owner has applied to the Council to release it and its successors in title from part of the covenant contained in paragraph 6 (iii) (a) of the Third Schedule to the Agreement

- (3) The Council the First Owner the Second Owner the Bank and the Corporation have agreed that there should be a release of a covenant in and a variation of the Agreement in the manner hereinafter appearing

THIS DEED WITNESSETH as follows:

1. From paragraph 6 (iii) (a) of the Third Schedule to the Agreement there shall be deleted the words "(a) and"
2. The First Owner undertakes to pay the Council's reasonable costs in the preparation hereof upon the execution of this Deed of Release and Variation
3. This Deed of Release and Variation shall be registered as a local land charge

IN WITNESS whereof the parties hereto have set their respective Common Seals and hands the day and year first before written

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

*Keith Hunt*  
Chief Executive  
*AN Wain*  
Assistant Director  
(Law)

SEAL REGISTER  
BOOK 1  
ENTRY 1425

The Common Seal of  
STOCKS HOTEL AND  
COUNTRY CLUB LIMITED  
was hereunto affixed  
in the presence of:

*W. H. H.*  
Director.

*[Signature]*  
Secretary

- (4) Application has been made to the Council by the First Owner for planning permission under the Application (hereinafter called "the Application") and for the Development described in the Second Schedule hereto (hereinafter called "the Development")
- (5) Subject to approval of the Application by the Council's Director of Planning for the time being pursuant to delegation of the appropriate power by the Development Control Committee and to completion of this agreement such planning permission (hereinafter called "the Permission") as may be granted will be subject to conditions in the form of the draft conditions set out in the Sixth Schedule hereto
- (6) 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

NOW THIS DEED WITNESSETH as follows:

1. IN the event that the Development pursuant to the Permission shall be commenced then Clause 2(a)(i) and (b) and Clauses 4 - 6 (inclusive) of this Agreement shall have full force and effect but not otherwise save that clauses 2(a) (ii) (iii) and (iv) hereof and paragraph 7 of the Third Schedule hereto shall have full force and effect from the date hereof and Clause 3 shall be construed accordingly
2. (a) The First Owner hereby covenants and undertakes with the Council
  - (i) to observe and perform the covenants and obligations set out in the Third Fourth and Fifth Schedules hereto
  - (ii) to pay the Council's reasonable costs in the preparation hereof upon the execution of this Agreement

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

*Alan Peter Woods*  
ALAN PETER WOODS  
As Attorney  
in the presence of  
*Jane G. Hull*  
JG Hull

SIGNED as a Deed by the said  
DAVID ERIC MEAD in the presence of:

*Clare Neute*  
31 Garland Close  
Henel Hempstead  
Cardenmore

*Dr. Mead*

SIGNED as a Deed by the said  
GEOFFREY PERCY ARTHUR MEAD  
in the presence of:

*Clare Neute*  
31 Garland Close  
Henel Hempstead  
Cardenmore

*GP Mead*

The Common Seal of THE AGRICULTURAL  
MORTGAGE CORPORATION PLC was  
hereunto affixed in the presence of:

*Richard H. Bagley*  
*Jeffrey*

921938

T H I S A G R E E M E N T is made the *twenty - sixth* day of *September* 1991 B E T W E E N DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH (hereinafter called "the Council") of the first part and STOCKS HOTEL AND COUNTRY CLUB LIMITED whose registered office is situate at Thompson House 20/22 Curtain Road London EC2A 3NQ and DAVID ERIC MEAD of Great Farm Wilstone Tring Hertfordshire and GEOFFREY PERCY ARTHUR MEAD of Stocks Farm Aldbury Tring Hertfordshire (hereinafter respectively called "the First Owner" and "the Second Owner" which expressions shall include the First Owner's and Second Owner's successors in title and assigns) of the second part and LLOYDS BANK PLC of 67 High Street Watford WD1 2DV (hereinafter called "the Bank") of the third part and THE AGRICULTURAL MORTGAGE CORPORATION PLC whose registered office is at AMC House 27 Camperdown Street London E1 8DZ (hereinafter called "the Corporation") of the fourth part

W H E R E A S

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area of land described in the First Schedule hereto and also a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The First Owner and the Second Owner are entitled respectively to the fee simple in possession in the areas of land described in the First Schedule subject as mentioned in the said Schedule but otherwise free from encumbrances
- (3) Planning permission was granted by the Council on 14th day of November 1989 under reference 4/1536/88 for extensions a swimming pool provision of car parking stable alterations and ancillary works etc on the red land (defined in the First Schedule hereto)

- (4) Application has been made to the Council by the First Owner for planning permission under the Application (hereinafter called "the Application") and for the Development described in the Second Schedule hereto (hereinafter called "the Development")
- (5) Subject to approval of the Application by the Council's Director of Planning for the time being pursuant to delegation of the appropriate power by the Development Control Committee and to completion of this agreement such planning permission (hereinafter called "the Permission") as may be granted will be subject to conditions in the form of the draft conditions set out in the Sixth Schedule hereto
- (6) 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

NOW THIS DEED WITNESSETH as follows:

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2. (a) The First Owner hereby covenants and undertakes with the Council
  - (i) to observe and perform the covenants and obligations set out in the Third Fourth and Fifth Schedules hereto
  - (ii) to pay the Council's reasonable costs in the preparation hereof upon the execution of this Agreement

DATED

27<sup>th</sup> August

1992

DACORUM BOROUGH COUNCIL

and

STOCKS HOTEL AND COUNTRY CLUB LIMITED

and

DAVID ERIC MEAD

and

GEOFFREY PERCY ARTHUR MEAD

and

LLOYDS BANK PLC

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC

**DEED OF RELEASE AND VARIATION**

under s.106 of the Town and Country Planning Act 1990

and

s.33 of the Local Government (Miscellaneous Provisions) Act 1982

in respect of  
Stocks Hotel  
Stocks Road  
Aldbury  
Hertfordshire

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

Your File Ref:

Our File Ref: 6.92/32/126/149/NP/TC/BS.7

cT<sub>B</sub>

THIS DEED is made the *twenty-seventh* day of *August* One thousand nine hundred and ninety-two  
BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead in the County of Hertford (hereinafter called "the Council") of the first part and STOCKS HOTEL AND COUNTRY CLUB LIMITED whose registered office is situate at Thompson House 20/22 Curtain Road London EC2A 3NQ and DAVID ERIC MEAD of Great Farm Wilstone Tring in the County of Hertford and GEOFFREY PERCY ARTHUR MEAD of Stocks Farm Aldbury Tring in the County of Hertford (hereinafter respectively called "the First Owner" and "the Second Owner" which expressions shall include the First Owner's and Second Owner's successors in title and assigns) of the second part and LLOYDS BANK PLC of 67 High Street Watford in the County of Hertford (hereinafter called "the Bank") of the third part and THE AGRICULTURAL MORTGAGE CORPORATION PLC whose registered office is at AMC House Chantry Street Andover Hampshire (hereinafter called "the Corporation") of the fourth part

WHEREAS:

- (1) An Agreement (hereinafter called "the Agreement") was made on the Twenty sixth day of September One thousand nine hundred and ninety one between the Council of the first part the First Owner and the Second Owner of the second part the Bank of the third part and the Corporation of the fourth part under s.106 of the Town and Country Planning Act 1990 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 in respect of land at and adjacent to Stocks Hotel Stocks Road Aldbury in the County of Hertford and shown edged red and edged blue on the plan annexed to the Agreement
- (2) The First Owner has applied to the Council to release it and its successors in title from part of the covenant contained in paragraph 6 (iii) (a) of the Third Schedule to the Agreement



- (3) The Council the First Owner the Second Owner the Bank and the Corporation have agreed that there should be a release of a covenant in and a variation of the Agreement in the manner hereinafter appearing

T H I S D E E D W I T N E S S E T H as follows:

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3. This Deed of Release and Variation shall be registered as a local land charge

I N W I T N E S S whereof the parties hereto have set their respective Common Seals and hands the day and year first before written

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

*Keith Hunt*  
Chief Executive  
*AN Wain*  
Assistant Director  
(Law)

SEAL REGISTER  
BOOK 1  
ENTRY 1425

The Common Seal of  
STOCKS HOTEL AND  
COUNTRY CLUB LIMITED  
was hereunto affixed  
in the presence of:

*W. H. H.*  
Director

*Secretary*  
Secretary

DATED

26<sup>th</sup>

September

1991

DACORUM BOROUGH COUNCIL

and

STOCKS HOTEL AND COUNTRY CLUB LIMITED

and

DAVID ERIC MEAD

and

GEOFFREY PERCY ARTHUR MEAD

and

LLOYDS BANK PLC

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC

---

An Agreement pursuant to  
S.106 of the Town and Country Planning Act 1990  
and S.33 of the Local Government (Miscellaneous  
Provisions) Act 1982 relating to land situate at  
Stocks Hotel  
Stocks Road  
Aldbury  
Hertfordshire

---

Keith M Pugsley  
Director of Law and Administration  
Dacorum Borough Council  
Civic Centre  
Marlowes  
Hemel Hempstead  
Herts  
HP1 1HH

Ref: 2.91/32/126/149/NP/AC/RB/BS.6

cT<sub>B</sub>

T H I S A G R E E M E N T is made the *twenty - sixth* day of *September* 1991 B E T W E E N DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH (hereinafter called "the Council") of the first part and STOCKS HOTEL AND COUNTRY CLUB LIMITED whose registered office is situate at Thompson House 20/22 Curtain Road London EC2A 3NQ and DAVID ERIC MEAD of Great Farm Wilstone Tring Hertfordshire and GEOFFREY PERCY ARTHUR MEAD of Stocks Farm Aldbury Tring Hertfordshire (hereinafter respectively called "the First Owner" and "the Second Owner" which expressions shall include the First Owner's and Second Owner's successors in title and assigns) of the second part and LLOYDS BANK PLC of 67 High Street Watford WD1 2DV (hereinafter called "the Bank") of the third part and THE AGRICULTURAL MORTGAGE CORPORATION PLC whose registered office is at AMC House 27 Camperdown Street London E1 8DZ (hereinafter called "the Corporation") of the fourth part

W H E R E A S

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area of land described in the First Schedule hereto and also a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The First Owner and the Second Owner are entitled respectively to the fee simple in possession in the areas of land described in the First Schedule subject as mentioned in the said Schedule but otherwise free from encumbrances
- (3) Planning permission was granted by the Council on 14th day of November 1989 under reference 4/1536/88 for extensions a swimming pool provision of car parking stable alterations and ancillary works etc on the red land (defined in the First Schedule hereto)

- (4) Application has been made to the Council by the First Owner for planning permission under the Application (hereinafter called "the Application") and for the Development described in the Second Schedule hereto (hereinafter called "the Development")
- (5) Subject to approval of the Application by the Council's Director of Planning for the time being pursuant to delegation of the appropriate power by the Development Control Committee and to completion of this agreement such planning permission (hereinafter called "the Permission") as may be granted will be subject to conditions in the form of the draft conditions set out in the Sixth Schedule hereto
- (6) 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

NOW THIS DEED WITNESSETH as follows:

1. IN the event that the Development pursuant to the Permission shall be commenced then Clause 2(a)(i) and (b) and Clauses 4 - 6 (inclusive) of this Agreement shall have full force and effect but not otherwise save that clauses 2(a) (ii) (iii) and (iv) hereof and paragraph 7 of the Third Schedule hereto shall have full force and effect from the date hereof and Clause 3 shall be construed accordingly
2. (a) The First Owner hereby covenants and undertakes with the Council
  - (i) to observe and perform the covenants and obligations set out in the Third Fourth and Fifth Schedules hereto
  - (ii) to pay the Council's reasonable costs in the preparation hereof upon the execution of this Agreement

(iii) to pay to the Hertfordshire and Middlesex Wildlife Trust Limited the sum of FIVE THOUSAND POUNDS (£5,000.00) by way of assistance with the cost of fencing and other works in relation to the Aldbury Nowers Reserve upon the execution of this Agreement

(iv) to pay to the Council upon execution in trust for the Aldbury Parish Council the sum of TEN THOUSAND POUNDS (£10,000.00) such sum to be spent on such tourist management traffic management and environmental purposes as the Parish Council shall at its entire discretion decide

(b) the Second Owner hereby covenants and undertakes with the Council to observe and perform the covenants and obligations set out in the Third Fourth and Fifth Schedules hereto

PROVIDED that neither the First Owner nor the Second Owner shall be liable for a breach of the covenant and undertaking given by them in this clause (other than in paragraphs (ii) (iii) and (iv) of sub-clause (a) of this Clause) occurring after it or they shall have parted with all interest in the Red Land or the Blue Land as the case may be or the part thereof in respect of which such breach occurs

3. The Corporation and the Bank (defined in the First Schedule hereto) hereby respectively consent to the completion of this Agreement and acknowledge that the Blue Land and the Red Land shall respectively be bound by the covenants and undertakings contained and referred to in Clause 2 hereof subject to the provisions of Clause 1 hereof

4. For the purposes of this agreement a Special Event shall be an event in respect of which at any time more than 180 persons are or are anticipated to be present upon the Blue Land for purposes other than playing golf (not including members of the general public who are on the Blue Land solely for the purpose of using public footpaths or bridleways)
5. The golf course referred to in the Second Schedule hereto shall not be designed and created except in general conformity with the Drawings Numbers 91012-01 and 91012-02 and the principles of development agreed between the Council and the First Owner and set out in the Fifth Schedule hereto
6. It is hereby agreed that the Agreement pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 dated 14th day of November 1989 and made between the Council of the one part and the First Owner and the Second Owner of the other part shall upon commencement of the Development pursuant to the Permission be cancelled and be of no further effect and that any entry or entries relating thereto in the local Land Charges Registry shall thereupon be cancelled and removed.
7. The Council will use its best endeavours to expedite the decision of the Director of Planning upon any application to the Council for approval of an additional Special Event pursuant to paragraph 4(b) of the Third Schedule hereto
8. This Agreement shall be registered as a local land charge

IN WITNESS whereof the parties hereto have set their respective Common Seals and hands the day and year first before written

## FIRST SCHEDULE

### The First Owner

Stocks Hotel and Country Club Limited

### The First Owner's Land

Stocks Hotel Stocks Road Aldbury Hertfordshire shown edged red on the plan annexed hereto ("the Red Land")

### Incumbrances

Date	Document	Parties
25th November 1987	Charge	The First Owner (1) The Bank (2)
25th November 1987	Debenture	The First Owner (1) The Bank (2)

### The Second Owner

David Eric Mead of Great Farm Wilstone Tring Hertfordshire  
and Geoffrey Percy Arthur Mead of Stocks Farm Aldbury Tring  
Hertfordshire

### The Second Owner's Land

Land adjacent to Stocks Hotel Stocks Road Aldbury  
Hertfordshire shown edged blue on the plan annexed hereto ("the  
Blue Land")

### Incumbrances

Date	Document	Parties
	Legal Charge	The Second Owner (1) The Corporation (2)

## SECOND SCHEDULE

### The Application and the Development

Application Number 4/0659/90. The Development consists of engineering operations for the formation of a golf course and the subsequent use of the Blue Land as a golf course

## THIRD SCHEDULE

### Covenants on the part of the First Owner and the Second Owner

1. Not to use the Blue Land or permit it to be used as a golf course except under associated management with the buildings and facilities on the Red Land
2. That subject to the provisions of paragraph 4 of this Schedule the Blue Land shall not be used for Special Events which would ordinarily be permitted under the Town and Country Planning General Development Order 1988 (Schedule 2 Part 4 Class B) or any amendment thereto for more than six days in any calendar year
3. That at least 28 days in advance of the date or dates on which a Special Event (other than an additional Special Event for which permission is granted in accordance with paragraph 4 below) is to be held written notice of the Special Event and of the number of people expected to attend the date or dates the start and finish times on each date or each of the dates in question duration and nature of such Special Event shall be given to the Council's Director of Planning for the time being (hereinafter referred to as "the Director of Planning") and to the Clerk for the time being of Aldbury Parish Council. The latter notice shall be sent to "Martyns" Tring Station Tring HP23 5QX or such other address specified by the said Clerk



4. (a) That there shall not be undertaken or permitted any additional "Special Event" on any day or days over and above the restricted number in paragraph 2 above without the prior permission in writing of the Director of Planning (after consultation with the Chairman of Aldbury Parish Council)
- (b) That any such application to the Council for approval of such an additional Special Event shall be in writing and shall specify:
- (i) the date or dates upon which the event is to be held
  - (ii) the number of persons expected to attend
  - (iii) the identity of any person organisation or firm sponsoring that event
  - (iv) the start and finish times on each date in question
5. That the Development pursuant to the Permission shall not be commenced until:
- (i) Provision has been made for a preliminary archaeological investigation of the site and contingency provision for any further archaeological investigation that may be deemed necessary by The Hertfordshire Archaeological Trust Limited whose registered office is situate at The Seed Warehouse, Maidenhead Yard, The Wash, Hertford SG14 1PX (hereinafter called "The Trust") as a result of the said preliminary archaeological investigation all such works of investigation to be carried out at the cost of the First Owner provided always that the said preliminary archaeological investigation shall not be commenced until the provisions of Part (ii) of this paragraph have been complied with

(ii) The First Owner and the Second Owner have entered into an Agreement with the Trust for the purposes mentioned in part (i) of this paragraph in terms to be agreed with the Trust and to the satisfaction of the Council and provided also that a copy of the said Agreement shall be lodged with the Council within seven days of its being completed

6. (i) That development pursuant to planning permission 4/1536/88 shall not be commenced until Listed Building Consent has been granted by the Council or the Secretary of State for the Environment for each of the following:

- (a) All works relating to the development pursuant to planning permission 4/1536/88
- (b) All the existing unauthorised works which have been carried out on the Red Land.

(ii) That development pursuant to planning permission 4/1536/88 shall not be commenced until any of the unauthorised works referred to in part (i) (b) of this paragraph for which Listed Building Consent shall have been refused either by this Council or by the Secretary of State for the Environment have been fully rectified in accordance with a Scheme submitted to and approved by the Council

(iii) That the Development pursuant to the Permission shall not be commenced until

- (a) Parts (i) (a) and (b) and (ii) of this paragraph have been complied with
- (b) An application for Listed Building Consent shall have been made and granted in respect of any works to Stocks Hotel requiring Listed Building Consent which are directly associated with the proposed use of the Blue Land as a golf course

7. That no works of engineering earth moving or the removal of any trees or hedges shall be undertaken within the Blue Land before the commencement of the Development under the Permission and that if there shall be any breach of this paragraph or of paragraph 8 below such breach shall be remedied with all convenient speed (and in the case of replacement of trees or hedges during the first succeeding planting season that is to say in the period 1st October to 31st March) to the reasonable satisfaction of the Council and on failure so to remedy such breach to permit the Council to enter upon the Blue Land via the Red Land or upon the Red Land in the case of a breach upon the Red Land to execute such works as may be reasonably necessary to remedy such breach and to pay to the Council the reasonable cost of such works PROVIDED that the Council shall in executing such works cause as little damage and inconvenience as possible and shall make good any damage so caused
8. Except as provided by planning permission number 4/1536/88 or by any subsequent planning permission granted in respect of any substituted or improved design for the hotel extension which is the subject of planning permission number 4/1536/88 not to erect on the Red Land or the Blue Land any new buildings or form any new vehicle parking areas or any new vehicle accessways between the Red Land and the Blue Land and the public highway or form any vehicular tracks or roadways within the Red Land and/or the Blue Land

#### FOURTH SCHEDULE

##### Management Schemes

- 1 (a) That the Development pursuant to the Permission shall not be commenced until the Council shall have received a management scheme to its reasonable satisfaction and the Director of

Planning shall have confirmed approval of the same on behalf of the Council

- (b) That the management scheme (which shall be produced in consultation with and shall provide for review at five-yearly intervals by the Hertfordshire Environmental Records Centre or such other suitably qualified body as may be approved by the Director of Planning for the time being on behalf of the Council) shall provide for the visual and ecological protection and enhancement of the Red Land and the Blue Land in the period of five years following commencement of the Development pursuant to the Permission and (in accordance with such reviews as aforesaid) in every succeeding period of five years
- (c) That the provisions of such management scheme as may have been approved by the Council shall be carried out in the period of five years following commencement of the Development pursuant to the Permission and in every succeeding period of five years in accordance with the reviews referred to in paragraph (b) of this clause
- (d) That the provisions of paragraphs (b) and (c) of this clause shall remain in effect for so long as a hotel and the golf course are in existence on both the Red Land and the Blue Land

#### FIFTH SCHEDULE

Drawings numbers 91012-01 and 91012-02 and Principles of Development

The design for submission to the Council in accordance with conditions 6, 7, 11 and 12 of the Permission shall observe the following principles of development

- (a) The design shall provide for an 18 hole golf course
- (b) Existing topography and contours should be utilised as far as practical. There shall be minimal excavation below existing ground levels. Finished levels shall generally be at existing ground levels except where altered to accommodate greens or other essential features of the golf course. Those areas shall be altered only as far as reasonably necessary
- (c) There shall be minimal disturbance to existing natural features on the land. In order of visual and ecological priority those are:
  - (i) Badger Wood in its entirety
  - (ii) those hedges connecting Badger Wood and Howletts Wood
  - (iii) other hedges within the Blue Land
- (d) One or more substantial areas within the course shall be set aside, planted, seeded and subsequently managed as wildlife habitat not forming part of the playing area
- (e) Existing registered footpaths and bridleways will not be disturbed or rendered less commodious. A new bridleway will be established between points A and B on the attached drawing number 91012-01 by MB Leisure Design
- (f) The scheme of planting and landscaping will be based on existing landscape feature as retained and supplemented by new hedge and tree planting. Former arable land will be seeded and managed to re-establish a chalk grassland environment where not forming fairways, tees or greens. The scheme shall also provide for the restoration and eventual succession of those specimen trees comprising the parkland environment to the east of Badger Wood

SIXTH SCHEDULE  
Planning Conditions

1. The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice.
2. Prior to the commencement of the development hereby permitted a car parking layout shall be submitted to and approved by the local planning authority showing the following:
  - (a) not less than 115 car parking spaces
  - (b) vehicle circulation arrangements including facilities for service and delivery vans and lorries and emergency access
  - (c) disabled parking facilities
  - (d) details of surfacing materials
  - (e) the only point of vehicular access to the site from the "entrance" as identified by the black arrow on Drawing No 91012-02

and no part of the golf course shall be brought into use until the parking layout has been completed fully in accordance with the approved plans.

3. A scheme shall be submitted to and approved by the local planning authority relating to the provision of signs within the site curtilage to ensure that, with the exception of delivery and service vehicles, all vehicles enter and leave the site from the "entrance" as referred to in Condition 2 and the approved scheme shall be fully installed before any part of the golf course is first brought into use and thereafter the signs shall be permanently retained.

4. There shall be no widening of the verges to either side of the main driveway leading from the "entrance" to "Stocks Hotel" without the prior approval in writing of the local planning authority.
5. Prior to the commencement of the development hereby permitted a scheme showing details of the reinforcement of the main driveway, as referred to in Condition 4, shall be submitted to and approved by the local planning authority and such works of reinforcement as may be approved shall be carried out prior to the golf course being first brought into use.
6. No development shall take place until a landscaping scheme has been submitted to and approved by the local planning authority. This scheme shall include:
  - (a) a survey of the whole site showing all trees and hedges to be both retained and removed
  - (b) details of the number, species and proposed planting of all new trees, hedgerows and shrubs including the area associated with the car parking layout as referred to in Condition 2.
7. All the planting, seeding or turfing comprised in the approved details of landscaping, as referred to in Condition 6, shall be carried out in the first planting and seeding season following the date when the golf course is first brought into use; any trees or plants which within a period of seven years from this date are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless the local planning authority gives written consent to any variation and for the purpose of this condition a planting season shall be deemed to commence in any year on 1 October and to end on 31 March the next following year.

8 Prior to the commencement of any works at the site relating to the development hereby permitted, a scheme which includes plans shall be submitted to and approved by the local planning authority relating to the positioning, type and height of fencing and other associated protective measures for safeguarding trees to be retained at the site. This scheme shall include the following:

(a) the provision of a fenced compound for the storage of machinery, stationing of workers' accommodation/site offices and a vehicle parking/manoeuvring area

(b) the siting of all existing and proposed underground pipes, sewers, cables and associated equipment and apparatus

and any protective measures required as part of the scheme shall be permanently retained until the full completion of the development.

9. Within the area identified as "Walk Wood" on Drawing No 91012-02 there shall be no deposition of domestic or commercial waste, open storage, parking or manoeuvring of vehicles with the exception of bonfires and the parking and manoeuvring of motor vehicles associated with the management of "Walk Wood".

10. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 (Schedule 2 Part 2 Class A) or any amendment thereto no fence, wall or other means of enclosure shall be formed on any part of the application site without the express written permission of the local planning authority.

11. The layout of the golf course hereby permitted shall be designed and constructed in general conformity with the



layout shown on Drawing No 91012-02 and prior to the commencement of any work associated with the development details shall be submitted to and approved by the local planning authority of all the following matters which shall directly relate to the course layout as referred to by the aforementioned drawings:

- (a) appropriate sectional drawings of all necessary earthworks of all parts of the course including the following:
  - (i) a full survey of existing ground levels and contours
  - (ii) all changes to the existing ground levels and contours
  - (iii) cross-referencing between the sectional drawings and layout drawings
  - (iv) relationship between trees and hedges with the existing and proposed changes created by the earthworks
  - (v) relationship between all new planting and the earthworks
  - (vi) relationship between all earthworks and the archaeological remains and habitats;
- (b) all features of the golf course which include the following:
  - (i) all details of each tee, fairway and green as referred to in Drawing No 91012-02
  - (ii) all bunkers
  - (iii) all existing trees and rough land

- (iv) all retained hedges and trees
- (v) all new hedges and trees;
- (c) areas to be established as wildlife habitats
- (d) all fencing and boundary treatment;
- (e) the proposed footpath and bridleway network showing its relationship with the existing network, including a scheme providing warning notices to users of this network in order to prevent conflict between users of the network and golf course respectively;
- (f) drainage.

12. The golf course shall be constructed fully in accordance with the details approved under Condition 11 and shall not be brought into use until the following have been provided:

- (a) all parking and vehicle circulation and access arrangements as specified in Conditions 2 3 and 5 above;
- (b) all features of the golf course ie all trees fairways, greens and bunkers;
- (c) all fencing;
- (d) all drainage facilities.

13. The developer shall afford access at all reasonable times to any person(s) and/or archaeologist(s) nominated by either the local planning authority or Hertfordshire Archaeological Trust and shall allow the appointed person(s) to carry out a full archaeological investigation prior to the commencement of any

excavations to facilitate the development hereby permitted and shall enable the appointed person(s) to observe the excavations necessary to form the golf course and record all archaeological material during the whole period associated with the provision of the golf course.

14. Advance notice of the commencement of the construction of the golf course hereby permitted shall be given to both the local planning authority and Hertfordshire Archaeological Trust and a written programme of investigation shall be submitted to and approved by the local planning authority

THE COMMON SEAL of  
DACORUM BOROUGH COUNCIL  
the presence of:

*Katutthunt*

Chief Executive

Director of Law & Administration  
ASSISTANT DIRECTOR (ADMIN.)

SEAL REGISTER  
BOOK 1992  
ENTRY

THE COMMON SEAL of  
STOCKS HOTEL AND COUNTRY  
CLUB LIMITED was hereunto  
affixed in the presence  
of:

*W. Edmunds*

Director

*Secretary*

*Secretary*

THE COMMON SEAL of  
LLOYDS BANK PLC was  
hereunto affixed in the  
presence of:

SIGNED, SEALED AND DELIVERED BY  
JOHN C. HOLLAND

**PETER DEREK HOLLAND**

AS ATTORNEY FOR LLOYDS BANK PLC  
IN THE PRESENCE OF

(BANK OFFICIAL) THAMES VALLEY AND  
SOUTH MIDLANDS REGIONAL EXECUTIVE OFF  
BLACK HOLE HOUSE  
1 TRIANGLE BUSINESS PARK  
WENDOVER ROAD, STOKE MANDEVILLE  
AYLESBURY, BUCKINGHAMSHIRE

SIGNED as a Deed by the  
said DAVID ERIC MEAD  
in the presence of:

John Cross  
Schultz  
Agustin Bucy

*De Mead*

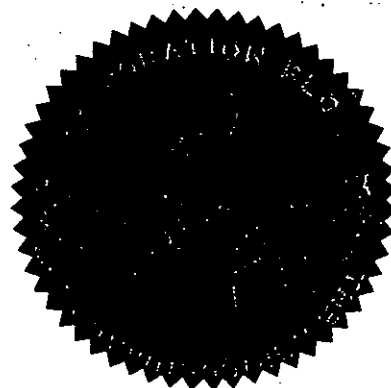
SIGNED as a Deed by the  
said GEOFFREY PERCY  
ARTHUR MEAD in the  
presence of:

John Cross  
As Sure

*G.P. Mead*

THE COMMON SEAL of THE  
AGRICULTURAL MORTGAGE  
CORPORATION PLC was  
hereunto affixed in the  
presence of:

*Richard H. Bagley*  
*[Signature]*



917654

STOCKS HOTEL AND GOLF COURSE  
PLANNING AGREEMENT -  
NOTES AND COMMENTARY

These notes give guidance on the new draft S.106 Agreement prepared by the Council.

Recital (3)

Minor addition made in parenthesis.

Recital (4)

Reference now made to a new (second) schedule for the sake of neatness: ie. so that basic details are all contained in schedules.

Clause 1

The majority of clauses are timed to come into effect on the date when the development is commenced, to ensure uniformity vis a vis clause 6. Please note exceptions in respect of clauses 2 and 5 infra.

Clause 2

All covenants relating to payment of monies have now been incorporated into one clause and provision has been made for the sums to be paid upon execution of the agreement (as per draft prepared by Messrs Lee Lane Smith dated 19 November 1990).

The proviso appearing at the end of clause 2 has also been slightly amended - to cover breaches occurring after any relevant interest has been disposed of.

Clause 3

Clarifies the fact that the respective mortgagees are bound by the covenants as the mortgagors are under clause 1.

Clause 4

The Red Land and the Blue Land are both to be covered by the provisions relating to Special Events. "On any one day" has been substituted for "at any time" (which complies with a request made by Aldbury Parish Council) and "playing golf" replaces "active participation in golf".

Clause 5

Refers to a fifth schedule which will comprise a plan and a list of principles relating to the relevant planning permission as agreed at the meeting at the Civic Centre on 24 January 1991.

## Clause 6

This clause relating to the agreement made under s.52 of the 1971 Act dated 14 November 1989 has been amended to ensure that the Council's interests would be properly protected in the event of a change of circumstances with regard to the application. It is also, obviously, consistent with the provisions of clause 1.

A Deed of Release will have to be prepared at the relevant time as far as the agreement of 14 November 1989 is concerned.

## Clause 7

Obvious

First Schedule

Unaltered

Second Schedule

See ante on recital (4)

Third Schedule

1. The inclusion of this provision reflects the concerns, not only of the Council, but also of Aldbury Parish Council.
2. The Red and the Blue Land are both to be covered (see ante on Clause 4) and the wording has been altered so that it is beyond doubt that the land is only to be used for Special Events on a maximum of 6 days per annum in total.
3. Contains a minor addition in respect of the provision of details of the timings of Special Events.
- 4 (a) Given that the Council is hereby making a concession with regard to the acceptance of additional Special Events in principle (ie: subject to the terms of the Agreement) the inclusion of a provision in respect of deemed permission would not appear to be reasonable.  
  
(b) Minor amendment to ensure consistency with 2 above.
5. This amended version of Clause 9 of Schedule 2 of Messrs Lee Lane Smith's draft S.106 Agreement printed on 14 December 1990 is designed to reflect the importance of the duty upon ~~their~~ client to remedy breaches of the legislation relating to works to Listed Buildings.
6. This paragraph is worded in such a manner as to ensure conformity with the provisions of Clause 1.
7. Minor amendment to clarify the situation with regard to planning permission No. 4/1536/88.

DATED

1991

DACORUM BOROUGH COUNCIL

and

STOCKS HOTEL AND COUNTRY CLUB LIMITED

and

DAVID ERIC MEAD

and

GEOFFREY PERCY ARTHUR MEAD

and

LLOYDS BANK PLC

and

THE AGRICULTURAL MORTGAGE CORPORATION PLC

---

An Agreement pursuant to  
S.106 of the Town and Country Planning Act 1990  
and S.33 of the Local Government (Miscellaneous  
Provisions) Act 1982 relating to land situate at  
Stocks Hotel  
Stocks Road  
Aldbury  
Hertfordshire

---

Keith M Pugsley  
Director of Law and Administration  
Dacorum Borough Council  
Civic Centre  
Marlowes  
Hemel Hempstead  
Herts  
HP1 1HH

Ref: 2.91/S.106/STOCKS/NP/AB/BS.6

cTb

T H I S A G R E E M E N T is made the day  
of 1991 B E T W E E N DACORUM BOROUGH  
COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire  
HP1 1HH (hereinafter called "the Council") of the first part and  
STOCKS HOTEL AND COUNTRY CLUB LIMITED whose registered office is  
situate at Thompson House 20/22 Curtain Road London EC2A 3NQ  
and DAVID ERIC MEAD of Great Farm Wilstone Tring  
Hertfordshire and GEOFFREY PERCY ARTHUR MEAD of Stocks Farm  
Aldbury Tring Hertfordshire (hereinafter respectively called  
"the First Owner" and "the Second Owner" which expressions shall  
include the First Owner's and Second Owner's successors in title  
and assigns) of the second part and LLOYDS BANK PLC of 67 High  
Street Watford WD1 2DV (hereinafter called "the Bank") of the  
third part and THE AGRICULTURAL MORTGAGE CORPORATION PLC whose  
registered office is at AMC House 27 Camperdown Street London  
E1 8DZ (hereinafter called "the Corporation") of the fourth part

W H E R E A S

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area of land described in the First Schedule hereto and also a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The First Owner and the Second Owner are entitled respectively to the fee simple in possession in the areas of land described in the First Schedule subject as mentioned in the said Schedule but otherwise free from encumbrances
- (3) Planning permission was granted by the Council on 14th day of November 1989 under reference 4/1536/88 for extensions, a swimming pool, provision of car parking, stable alterations and ancillary works etc on the red land (defined in the First Schedule hereto)



- (4) Application has been made to the Council by the First Owner for planning permission under the Application Number and for the Development described in the Second Schedule hereto (hereinafter called "the Development")
- (5) 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

NOW THIS DEED 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 the Application and the Development pursuant to such planning permission (hereinafter called "the Permission") shall be commenced then ~~Clauses~~ (2)(i) and Clauses (4) - (6) (inclusive) of this Agreement shall have full force and effect but not otherwise save that clauses 2(a) (ii) (iii) and (iv) hereof and paragraph 6 of the Third Schedule hereto shall have full force and effect from the date hereof and Clause 3 shall be construed accordingly
2. (a) The First Owner hereby covenants and undertakes with the Council
- (i) to observe and perform the covenants and obligations set out in the Third Fourth and Fifth Schedules hereto
  - (ii) to pay the Council's reasonable costs in the preparation hereof upon the execution of this Agreement
  - (iii) to pay to the Hertfordshire and Middlesex Wildlife Trust Limited the sum of FIVE THOUSAND POUNDS (£5,000.00) by way of assistance with fencing and other expenses upon the execution of this Agreement

(iv) to pay to the Council in trust for the Aldbury Parish Council the sum of TEN THOUSAND POUNDS (£10,000.00) such sum to be spent on such tourist management, traffic management and environmental purposes as the Parish Council shall at its entire discretion decide

?

(b) the Second Owner hereby covenants and undertakes with the Council to observe and perform the covenants and obligations set out in the Third, <sup>Fourth</sup> and Fifth Schedules hereto

PROVIDED that neither the First Owner nor the Second Owner shall be liable for a breach of the covenant and undertaking given by them in this clause (other than in paragraphs (ii) (iii) and (iv) or sub-clause (a) of this Clause) occurring after it or they shall have parted with all interest in the Red Land or the Blue Land as the case may be or the part thereof in respect of which such breach occurs

3. The Corporation and the Bank (defined in the First Schedule hereto) hereby respectively consent to the completion of this Agreement and acknowledge that the Blue Land and the Red Land shall respectively be bound by the covenants and undertakings contained and referred to in Clause 2 hereof subject to the provisions of Clause 1 hereof

4. For the purposes of this agreement a Special Event shall be an event in respect of which on any one day more than 180 persons are present upon the Red Land and/or the Blue Land for purposes other than playing golf (not including members of the general public who are on the Blue Land solely for the purpose of using public footpaths or bridleways)

//  
//  
5. The golf course referred to in the Second Schedule hereto shall not be designed and created except in <sup>conformity</sup> ~~confirming~~ with the principles laid down in the ~~First~~ <sup>First</sup> Schedule hereto <sup>File</sup>

6. It is hereby agreed that the Agreement pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 dated 14th day of November 1989 and made between the Council of the one part and the First Owner and the Second Owner of the other part shall upon commencement of the Development pursuant to the Permission be cancelled and be of no further effect and that any entry or entries relating thereto in the local Land Charges Registry shall thereupon be cancelled and removed.

7. This Agreement shall be registered as a local land charge

IN WITNESS whereof the parties hereto have set their respective Common Seals and hands the day and year first before written

#### FIRST SCHEDULE

##### The First Owner

Stocks Hotel and Country Club Limited

##### The Land

Stocks Hotel Stocks Road Aldbury Hertfordshire shown edged red on the plan annexed hereto ("the Red Land")

##### Incumbrances

Date	Document	Parties
25th November 1987	Charge	The First Owner (1) The Bank (2)

25th March 1987

Debenture

The First Owner (1)

The Bank (2)

The Second Owner

David Eric Mead of Great Farm Wilstone Tring Hertfordshire  
and Geoffrey Percy Arthur Mead of Stocks Farm Aldbury Tring  
Hertfordshire

#### The Land

Land adjacent to Stocks Hotel Stocks Road Aldbury  
Hertfordshire shown edged blue on the plan annexed hereto ("the  
Blue Land")

#### Incumbrances

Date	Document	Parties
?	Legal Charge	The Second Owner (1) The Corporation (2)

#### SECOND SCHEDULE

The Application and the Development Application Number 4/0659/90  
The Development consists of engineering operations for the  
formation of a golf course

#### THIRD SCHEDULE

Covenants on the part of the First Owner  
and the Second Owner

1. Not to use the Blue Land or permit it to be used as a  
golf course except where such use is ancillary to the use  
of the Red Land for the purposes of a hotel business

SIGNED as a Deed by the)  
said DAVID ERIC MEAD )  
in the presence of: )

SIGNED as a Deed by the)  
said GEOFFREY PERCY )  
ARTHUR MEAD in the )  
presence of: )

THE COMMON SEAL of THE )  
AGRICULTURAL MORTGAGE )  
CORPORATION PLC was )  
hereunto affixed in the)  
presence of: )

2. That the Red Land and the Blue Land shall not be used for Special Events which would ordinarily be permitted under the Town and Country Planning General Development Order 1988 for more than six days in any calendar year.

3. That at least 28 days in advance of the date or dates on which a Special Event (other than an additional Special Event for which permission is granted ~~or is deemed to be granted~~ in accordance with paragraph 34 below) is to be held written notice of the Special Event and of the date or dates the start and finish times on each date or each of the dates in question duration and nature of such Special Event shall be given to the Council's Director of Planning for the time being (hereinafter referred to as "the Director of Planning") and to the Clerk for the time being of Aldbury Parish Council. The latter notice shall be sent to "Martyns" Tring Station Tring HP23 5QX or such other address specified by the said Clerk

4. (a) That there shall not be undertaken or permitted any additional "Special Event" on any day or days over and above the restricted number in paragraph 1 above without the prior permission in writing of the Director of Planning (after consultation with Aldbury Parish Council)

(b) That any such application to the Council for approval of such additional Special Event shall be in writing and shall specify:

- (i) the date or dates upon which the event is to be held
- (ii) the number of persons expected to attend
- (iii) the identity of any person organisation or firm sponsoring that event
- (iv) the start and finish times on each date in question

5. (i) That development pursuant to planning permission 4/1536/88 shall not be commenced nor shall any other works requiring Listed Building Consent on the Red Land be carried out until Listed Building Consent for such works and for any existing unauthorised works has been granted

(ii) that development pursuant to the Permission shall not be commenced until:

(a) Listed Building Consent has been granted in respect of any existing unauthorised works on the Red Land and such works have been duly carried out in accordance with such Listed Building Consent

(b) Listed Building Consent has been granted pursuant to any application therefor which shall have been made in respect of any works to Stocks Hotel requiring Listed Building Consent which were consequential upon such operational development as forms the subject of the Application

// 6. That no works of engineering, earth moving or the removal of any trees or hedges shall be undertaken within the Blue Land before the commencement of the Development in accordance with the Permission and provided that if there shall be any breach of this paragraph or of paragraphs 8, 9 or 10 below such breach shall be remedied with all convenient speed (and in the case of replacement of trees or hedges during the first succeeding planting season that is to say in the period 1st October to 31st March) to the reasonable satisfaction of the Council and on failure so to remedy such breach to permit the Council to enter upon the Blue Land via the Red Land or upon the Red Land in the case of a breach upon the Red Land to execute such works as may be reasonably necessary to remedy such breach and to pay to the Council the reasonable cost of

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such works PROVIDED that the Council shall in executing such works cause as little damage and inconvenience as possible and shall make good any damage so caused

7. Except as provided by planning permission number 4/1536/88 not to erect on the Red Land or the Blue Land any new buildings or to lay down any new car parking spaces or to open any new accessways onto the public highway intended (in the case of any such buildings or car parking spaces or accessways) as ancillary to the use of the Blue Land as a golf course

#### FOURTH SCHEDULE

##### Management Schemes

- 1 (a) That the Development pursuant to the Permission shall not be commenced until the Council shall have received a management plan in respect of the grassland and woodland to be set apart for wildlife habitat to its reasonable satisfaction provided that such management plan shall in any event take effect in the period of five years starting with the date of commencement of the Development in accordance with the Permission
- (b) To carry out the provisions of the said management plan to the reasonable satisfaction of the Council

? (c) *provision for a renewal*

2. That the Development pursuant to the Permission shall not be commenced until the Council shall have received a management plan to its reasonable satisfaction which shall be produced in consultation with and shall by its own terms be subject to review at five-yearly intervals by the Hertfordshire Environmental Records Centre and



which shall provide for the visual and ecological enhancement of the land in the period of five years following the commencement of the Development in accordance with the Permission and in every succeeding period of five years in accordance with such reviews as aforesaid

#### FIFTH SCHEDULE

#### Plan of the golf course and principles of the Development

Note: An illustrative plan to be attached to the Planning Permission and a list of principles relating to the Development pursuant to the Permission are to be agreed for the purposes of this Schedule

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

Chief Executive

Director of Law & Administration

THE COMMON SEAL of )  
STOCKS HOTEL AND COUNTRY )  
CLUB LIMITED was hereunto )  
affixed in the presence )  
of: )

Director

Secretary

THE COMMON SEAL of )  
LLOYDS BANK PLC was )  
hereunto affixed in the )  
presence of: )

#### Fourth Schedule

1 and 2 self-explanatory.

#### Fifth Schedule

Note under this heading is self-explanatory. Please also see note on Clause 5.

2.91/NOTES.STOCKS/NP/RB/SR/BS.5