

RB

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Town Planning

Ref. No. 4/0711/87

Other

Ref. No.

THE DISTRICT COUNCIL OF DACORUM

IN THE COUNTY OF HERTFORD

To Wimpey Homes Holdings Ltd
250 Toddington Road
Luton Beds

25 dwellings and access road

at Yew Tree Farm, Chipperfield Road, Bovington 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 11.5.87 and received with sufficient particulars on 14.5.87 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) No works shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority and the development hereby permitted shall be carried out in the materials so approved.

/Cont.....

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

- (1) To comply with the requirements of Section 41 of the Town & Country Planning Act, 1971.
- (2) To ensure a satisfactory development.
- (3) & (4) To maintain and enhance visual amenity.
- (5) (6) & (7) In the interests of highway safety.

Dated.....day of.....19.....

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.

- (3) 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
- (4) 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 five years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the local planning authority gives written consent to any variation and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end of 31 March in the next following year
- (5) The development hereby permitted shall not be occupied until the roadway access turning and circulation areas shall have been laid out and substantially constructed to the satisfaction of the local planning authority and they shall be kept clear and available for proper use at all times
- (6) The road hereby permitted shall be constructed in accordance with the specification of the Hertfordshire Council as set out in "Residential Roads in Hertfordshire"
- (7) Development shall not commence until south-east sight line is cleared of all obstruction and suitable bollards are erected along the edge of Chipperfield Road from the site access to the entrance of the New Forge site

Dated

12th day of May 1988

Signed

Chris Barnes

Designation CHIEF PLANNING OFFICER....

MEMORANDUM From:

BOROUGH SECRETARY

My Ref.
Contact

AJF/JDS/2525/458
Miss A.J. Freezer

To:

CHIEF PLANNING OFFICER
For the attention of Mr.J. Knapp

Your Ref. 4/0711/87/JK/DD
Date. 16 May 1988

SECTION 52 AGREEMENT -
YEW TREE FARM, CHIPPERFIELD ROAD

I write to advise that the above Agreement has now been completed and dated 12 May 1988 and that one copy of this Agreement, together with the planning permission, have now been forwarded to Wimpey Homes Ltd.

... I enclose the copy of the Agreement for your records.

a. Freezer

for BOROUGH SECRETARY

Enc.

PLANNING DEPARTMENT DACORUM DISTRICT COUNCIL				
4/0711/87		Ack		
PO		Admin	File	
		<input checked="" type="checkbox"/>		
Received		17 MAY 1988		
Comments				

File

DATED

12th May

1987/8

DACORUM BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

WIMPEY HOMES HOLDINGS LIMITED

AGREEMENT

under s.52 of the
Town and Country Planning Act 1971
and s.33 of the
Local Government (Miscellaneous Provisions) Act 1982

Relating to development at
Yew Tree Farm
Chipperfield Road
Bovingdon
Hertfordshire

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

File Ref: AJF/AJP/S.52 AGREE/WIMPEY/BS.6B/11.87

THIS AGREEMENT is made the *twelfth* day of *May* One thousand nine hundred and eighty-seven
BETWEEN DACORUM BOROUGH COUNCIL (hereinafter called 'the Council') of Civic Centre Marlowes Hemel Hempstead Hertfordshire of the one part and HERTFORDSHIRE COUNTY COUNCIL (hereinafter called 'the Highway Authority') of County Hall Hertford Hertfordshire of the second part and WIMPEY HOMES HOLDINGS LIMITED (hereinafter called 'the Owner' which expression shall include their successors in title and assigns) whose registered office is situate at 27 Hammersmith Grove London W6 7EW of the third part

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the Borough of Dacorum and also a Principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) The Highway Authority is the Highway Authority in respect of certain highways in the Borough of Dacorum including Chipperfield Road Bovington Hertfordshire
- (3) The Owner has applied to the Council for planning permission under reference numbers 4/0711/87 and 4/0753/87 for twenty-five houses and garages on land at Yew Tree Farm Chipperfield Road Bovington shown edged red on the attached plan ('the land')
- (4) The Owner is the owner in fee simple of the land
- (5) The Owner has agreed to carry out at their own expense certain highway improvement works including ancillary and statutory undertakers works on Chipperfield Road Bovington ('the works') on the terms and conditions and stipulations hereinafter appearing the works being required to facilitate the development of the land

- (5) This Agreement is made pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

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

1. In consideration of the covenants on the part of the Owner and hereinafter contained the Council covenants with them that the Council will forthwith grant planning permission in respect of the applications subject only to the conditions set out in the Schedule hereto. If the Owner proceeds to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. The Owner hereby covenants with the Council and the Highway Authority as follows:
 - (a) That they shall carry out at their own expense the works consisting of a footpath on the south side of Chipperfield Road between the access road and the junction with Green Lane to a specification provided by and to the satisfaction of the Highway Authority to be agreed between the parties hereby together with such ancillary works as may be reasonably required by ^{Highway Authority's Surveyor} ~~the Council's Director of Technical Services~~ for the time being (hereinafter called 'the ^{Surveyor} Director') save that detailed layout and dimensions and signs controlling egress and ingress shall be agreed with the Director before construction and agreement not to be unreasonably withheld or delayed
 - (b) That the works shall be signed and protected in accordance with chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and shall not be carried out between the hours of 7.30 am and 9.30 am and 4.30 pm to 6.30 pm on Monday to Friday inclusive
 - (c) 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 that they

shall relocate all street furniture affected by the works to the reasonable satisfaction of the ^{Surveyor} Director which expression shall be deemed to include the servants agents and licensees of the ^{Surveyor} Director wherever it appears in the Agreement

- (d) That they shall accept the supervision of the ^{Surveyor} Director and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Owner and approved by the ^{Surveyor} Director and based on plan numbered 37/109 above referred to and to a standard of workmanship and quality of materials approved by the ^{Surveyor} Director (such approval in both the above cases not to be unreasonably withheld or delayed)
- (e) That the work shall be carried out by a road works contractor approved by the ^{Surveyor} Director (such approval shall not be unreasonably withheld or delayed)
- (f) That they shall notify the ^{Surveyor} Director in writing at least 14 days prior to the commencement of any work connected with statutory undertakers equipment of their intention to proceed with the work
- (g) That the work shall be carried out in accordance with the 'Specification for Highway Works' published by Her Majesty's Stationery Office in 1986 as modified and extended by the supplements and revisions in force at the date of the execution of the work
- (h) That they shall pay to the ^{Highway Authority} Council before the commencement of the works a sum equal to 5% of the total estimated cost of the works in respect of the costs incurred by the ^{Highway Authority} Council in supervising the works which said sum shall be revised if the works are not commenced within twelve months of the date of the issue of the said planning permission
- (i) That the works shall be completed to the reasonable satisfaction of the ^{Surveyor} Director within 6 months of their commencement and in any event shall be completed prior to any occupation of the development provided that the ^{Surveyor} Director shall use his best endeavours to inspect the works within 14 days of receiving from the Owner and Applicant written notice that they have been completed

- (j) That they shall fully maintain the works for a period of 12 months from the date of the issue of a Certificate of Completion by the ~~Director~~^{Surveyor} (which the ~~Director~~^{Surveyor} shall issue as soon as possible following inspection) and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
- (k) That on or before the date hereof they shall pay the whole of the costs incurred by the Council in the preparation of this Agreement
- (l) That should the Owner or Applicant arrange for the carrying out of works or any part thereof to be undertaken by any third person they shall ensure that suitable contracts with third persons shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the Owner and Applicant covenants herein contained
- (m) That they will have in force at all relevant times (herein meaning the period commencing with the start of the Works and finishing on the date of issue of the Certificate of Maintenance referred to in Clause 3 (b)) a policy of insurance indemnifying the ~~Council~~^{Highway Authority} against all claims whatsoever arising out of or in connection with the said works the insured sum to be not less than ONE MILLION POUNDS (£1,000,000) in respect of any single accident
- (n) That they will indemnify the ~~Council~~^{Highway Authority} and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 arising out of the construction of the said works

3. The ~~Council~~^{Highway Authority} hereby covenants with the Owner as follows:

- (a) That it hereby authorises the Owner and Applicant and the approved roadworks contractor as aforesaid to carry out the works within the highway at Chipperfield Road aforesaid subject to the terms and conditions and stipulations in Clause 2 hereof

(b) That after the expiry of the aforesaid 12 month 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} ~~Director~~ shall thereupon issue a Certificate of Maintenance of the work and as from a date of such Certificate the work shall become maintainable at public expense

4. 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 Owner to carry out work or to do any other thing on or in relation to the works or land to which such covenant relates or covenant to which s.33 applies
5. This Agreement shall be registered as a local land charge
6. Any expense incurred or to be incurred by the Council to which the Owner is to become liable under this Agreement may be recoverable by the said Council as provided by s.291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the property and on all estates and interest therein

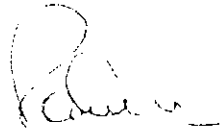
SCHEDULE

- (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) No works shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority and the development hereby permitted shall be carried out in the materials so approved

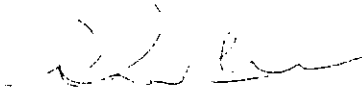
- (3) No development shall take place until there has been submitted to and approved by the local planning authority a scheme of landscaping which shall include indications of all existing trees and hedgerows on the land and details of any to be retained together with measures for their protection in the course of development and details of numbers species and proposed planting location of all new trees shrubs and hedgerows
- (4) 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 five years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the local planning authority gives written consent to any variation and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end of 31 March in the next following year
- (5) The development hereby permitted shall not be occupied until the roadway access turning and circulation areas shall have been laid out and substantially constructed to the satisfaction of the local planning authority and they shall be kept clear and available for proper use at all times
- (6) The road hereby permitted shall be constructed in accordance with the specification of the Hertfordshire Council as set out in "Residential Roads in Hertfordshire"
- (7) Development shall not commence until south-east sight line is cleared of all obstruction and suitable bollards are erected along the edge of Chipperfield Road from the site access to the entrance of the New Forge site

I N W I T N E S S whereof the parties hereto have fixed 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:-



Chief Executive



Assistant Secretary
(Admin)

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



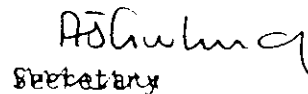
County Secretary

130

THE COMMON SEAL of
WIMPEY HOMES HOLDINGS LIMITED
was hereunto affixed in the
presence of:-



Director



Secretary

015425

AUTHORISED SIGNATORY

Reason 211

(3) 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

Reason 211

(4) 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 five years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the local planning authority gives written consent to any variation and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end of 31 March in the next following year

Reason 21

(5) The development hereby permitted shall not be occupied until the roadway access turning and circulation areas shall have been laid out and substantially constructed to the satisfaction of the local planning authority and they shall be kept clear and available for proper use at all times

Reason: 21

(6) The road hereby permitted shall be constructed in accordance with the specification of the Hertfordshire Council as set out in "Residential Roads in Hertfordshire"

Reason: 21

(7) Development shall not commence until south-east sight line is cleared of all obstruction and suitable bollards are erected along the edge of Chipperfield Road from the site access to the entrance of the New Forge site

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

(b) That after the expiry of the aforesaid 12 month 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 Director shall thereupon issue a Certificate of Maintenance of the work and as from a date of such Certificate the work shall become maintainable at public expense

4. 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 Owner to carry out work or to do any other thing on or in relation to the works or land to which such covenant relates or covenant to which s.33 applies
5. This Agreement shall be registered as a local land charge
6. Any expense incurred or to be incurred by the Council to which the Owner is to become liable under this Agreement may be recoverable by the said Council as provided by s.291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the property and on all estates and interest therein

SCHEDULE

Reason 26

- (1) The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice

Reason 29

- (2) No works shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority and the development hereby permitted shall be carried out in the materials so approved

RB

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Town Planning

Ref. No. 4/0711/87

Other

Ref. No.

THE DISTRICT COUNCIL OF DACORUM
IN THE COUNTY OF HERTFORD

To Wimpey Homes Holdings Ltd
250 Toddington Road
Luton Beds

25 dwellings and access road
.....
.....
at Yew Tree Farm, Chipperfield Road, Bovington Herts
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Brief
description
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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 11.5.87
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/Cont.....

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

(1) To comply with the requirements of Section 41 of the Town & Country Planning Act, 1971.

(2) To ensure a satisfactory development.

(3) & (4) To maintain and enhance visual amenity.

(5) (6) & (7) In the interests of highway safety.

Dated..... day of..... 19.....

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.

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Dated

12th day of MAY 1988

Signed

John Barnard

Designation CHIEF PLANNING OFFICER....

DATED

12th

May

1987

DACORUM BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

WIMPEY HOMES HOLDINGS LIMITED

AGREEMENT

under s.52 of the
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and s.33 of the
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Bovingdon
Hertfordshire

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

File Ref: AJF/AJP/S.52 AGREE/WIMPEY/BS.6B/11.87

WIMPEY HOMES HOLDINGS LTD.
250 TODDINGTON ROAD.
LUTON
BEDS LU4 9EE

PROJECT YEW TREE FARM BOVINGDON

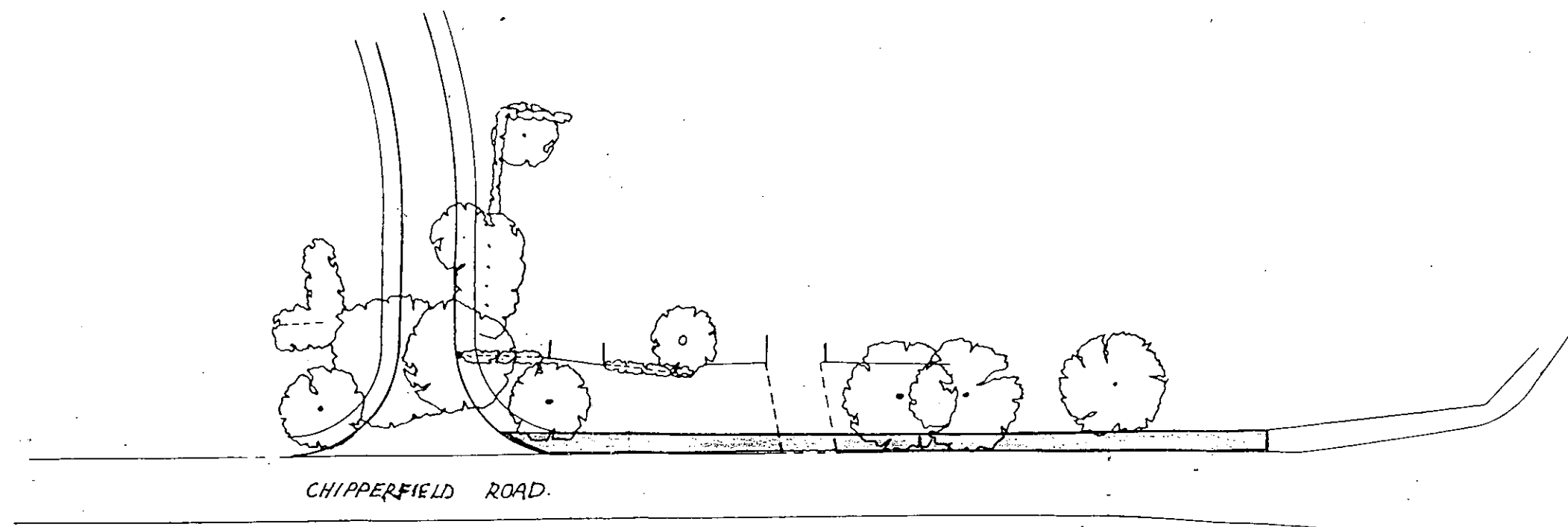
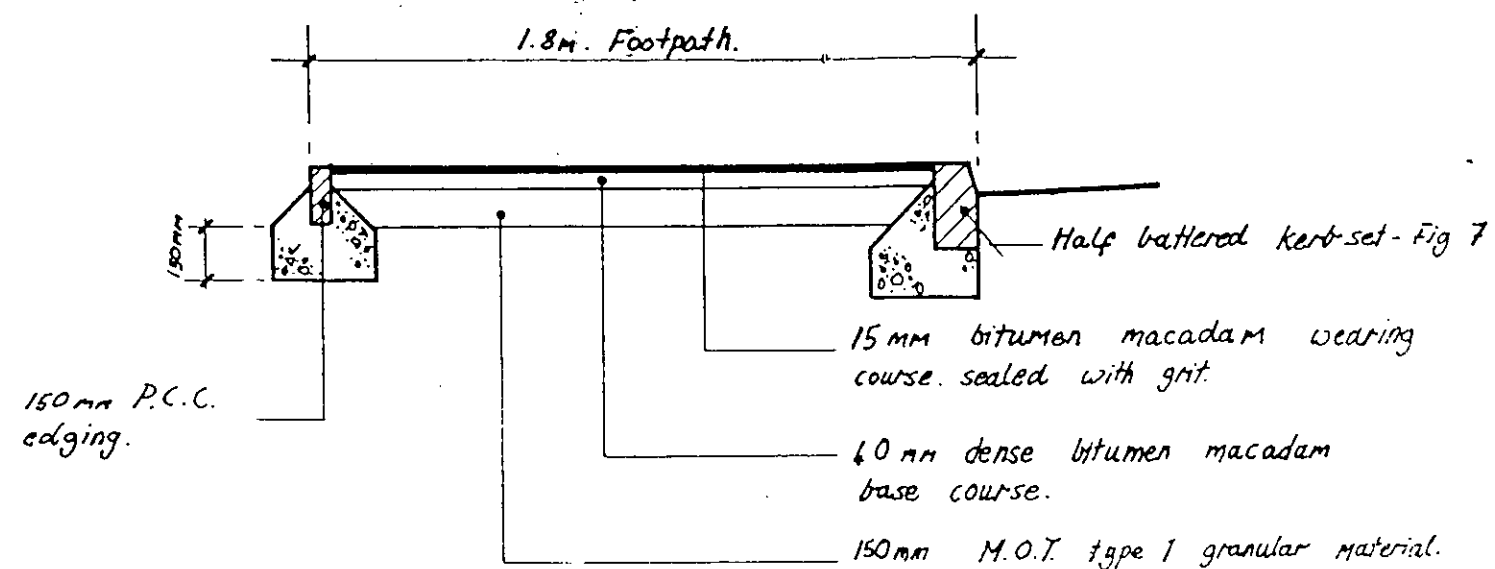
TITLE SECTION 52 DRAWING

DATE 11/1/88

REV

DRG NO 37/109

BY JMP



THIS AGREEMENT is made the *twelfth* day of *May* *1987*
One thousand nine hundred and eighty-seven
BETWEEN DACORUM BOROUGH COUNCIL (hereinafter called 'the Council') of Civic Centre Marlowes Hemel Hempstead Hertfordshire of the one part and HERTFORDSHIRE COUNTY COUNCIL (hereinafter called 'the Highway Authority') of County Hall Hertford Hertfordshire of the second part and WIMPEY HOMES HOLDINGS LIMITED (hereinafter called 'the Owner' which expression shall include their successors in title and assigns) whose registered office is situate at 27 Hammersmith Grove London W6 7EW of the third part

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- (f) That they shall notify the ~~Director~~^{Surveyor} in writing at least 14 days prior to the commencement of any work connected with statutory undertakers equipment of their intention to proceed with the work
- (g) That the work shall be carried out in accordance with the 'Specification for Highway Works' published by Her Majesty's Stationery Office in 1986 as modified and extended by the supplements and revisions in force at the date of the execution of the work
- (h) That they shall pay to the ~~Council~~^{Highway Authority} before the commencement of the works a sum equal to 5% of the total estimated cost of the works in respect of the costs incurred by the ~~Council~~^{Highway Authority} in supervising the works which said sum shall be revised if the works are not commenced within twelve months of the date of the issue of the said planning permission
- (i) That the works shall be completed to the reasonable satisfaction of the ~~Director~~^{Surveyor} within 6 months of their commencement and in any event shall be completed prior to any occupation of the development provided that the ~~Director~~^{Surveyor} shall use his best endeavours to inspect the works within 14 days of receiving from the Owner and Applicant written notice that they have been completed

- (j) That they shall fully maintain the works for a period of 12 months from the date of the issue of a Certificate of Completion by the ^{Surveyor} Director (which the ^{Surveyor} Director shall issue as soon as possible following inspection) and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
- (k) That on or before the date hereof they shall pay the whole of the costs incurred by the Council in the preparation of this Agreement
- (l) That should the Owner or Applicant arrange for the carrying out of works or any part thereof to be undertaken by any third person they shall ensure that suitable contracts with third persons shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the Owner and Applicant covenants herein contained
- (m) That they will have in force at all relevant times (herein meaning the period commencing with the start of the Works and finishing on the date of issue of the Certificate of Maintenance referred to in Clause 8 (b)) a policy of insurance indemnifying the ^{Highway Authority} Council against all claims whatsoever arising out of or in connection with the said works the insured sum to be not less than ONE MILLION POUNDS (£1,000,000) in respect of any single accident
- (n) That they will indemnify the ^{Highway Authority} Council and keep indemnified against all claims under Part I and Part II of the Land Compensation Act 1973 arising out of the construction of the said works

3. The ~~Council~~ ^{Highway Authority} and the Highway Authority hereby covenants with the Owner as follows:

- (a) That it hereby authorises the Owner and Applicant and the approved roadworks contractor as aforesaid to carry out the works within the highway at Chipperfield Road aforesaid subject to the terms and conditions and stipulations in Clause 2 hereof

(b) That after the expiry of the aforesaid 12 month 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} ~~Director~~ shall thereupon issue a Certificate of Maintenance of the work and as from a date of such Certificate the work shall become maintainable at public expense

4. 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 Owner to carry out work or to do any other thing on or in relation to the works or land to which such covenant relates or covenant to which s.33 applies
5. This Agreement shall be registered as a local land charge
6. Any expense incurred or to be incurred by the Council to which the Owner is to become liable under this Agreement may be recoverable by the said Council as provided by s.291 of the Public Health Act 1936 and in particular such expenses and interest accrued thereon shall until recovered be a charge on the property and on all estates and interest therein

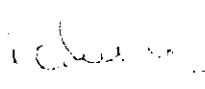
SCHEDULE


- (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) No works shall be started on the development hereby permitted until details of materials to be used externally shall have been submitted to and approved by the local planning authority and the development hereby permitted shall be carried out in the materials so approved

- (3) 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
- (4) 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 five years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the local planning authority gives written consent to any variation and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end of 31 March in the next following year
- (5) The development hereby permitted shall not be occupied until the roadway access turning and circulation areas shall have been laid out and substantially constructed to the satisfaction of the local planning authority and they shall be kept clear and available for proper use at all times
- (6) The road hereby permitted shall be constructed in accordance with the specification of the Hertfordshire Council as set out in "Residential Roads in Hertfordshire"
- (7) Development shall not commence until south-east sight line is cleared of all obstruction and suitable bollards are erected along the edge of Chipperfield Road from the site access to the entrance of the New Forge site


I N W I T N E S S whereof the parties hereto have fixed 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:-


Chief Executive

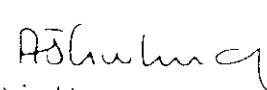

Assistant Secretary
(Admin)

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


County Secretary

THE COMMON SEAL of
WIMPEY HOMES HOLDINGS LIMITED
was hereunto affixed in the
presence of:-


Director


Secretary

AUTHORISED SIGNATORY

015425

