

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972



DACORUM BOROUGH COUNCIL

To Grahame Herbert Associates
6 Middleton Buildings
Langham Street
London W1P 7PE

Application under s.32 to occupy development without.....
compliance with Condition 7 of the planning permission;
(prevention of access by high vehicles) offices and parking
at Ex. Willmers, Corner Hall, Hemel Hempstead

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 refuse the development proposed by you in your application dated
31 July 1989 and received with sufficient particulars on
1 August 1989 and shown on the plan(s) accompanying such
application.

The reasons for the Council's decision to refuse permission for the development are:—

The increased turning movements of large vehicles in Lawn Lane would be likely to give rise to conditions prejudicial to highway safety.

Dated Twenty eighth day of September 1989

Signed

Chief Planning Officer

SEE NOTES OVERLEAF

P/D.15

NOTE

1. 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 s.36 of the Town and Country Planning Act 1971, within six months of receipt of this notice. (Appeals must be made on a form obtainable from the Secretary of State for the Environment, Tollgate House, Houlton Street, Bristol, BS2 9DJ). 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.
2. If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Borough Council in which the land is situated, 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.
3. 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 s.169 of the Town and Country Planning Act 1971.

DATED

28th November

1988

DACORUM BOROUGH COUNCIL

and

SELLECK ENTERPRISES LTD

and

QUATTRO PROPERTIES (CORNERHALL) LTD

and

DEN NORSKE CREDITBANK PLC

AGREEMENT

under s.52 of the Town and Country Planning Act 1971
and s.33 of the Local Government (Miscellaneous
Provisions) Act 1982 in respect of land at
Lawn Lane/Corner Hall
Hemel Hempstead
Hertfordshire

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

File Ref: AMW/JK/S.52/32/126/88/BS.6A/7.88

THIS AGREEMENT is made the *twenty eighth* day of
November One thousand nine hundred and eighty-eight
BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel
Hempstead Hertfordshire HP1 1HH ("the Council") of the first part
and SELLECK ENTERPRISES LTD of Mercury House Tutakmon Road Rarotanga
Cook Islands and QUATTRO PROPERTIES (CORNERHALL) LTD whose registered
office is 35 Piccadilly London W1V 9PB ("the Owners" which expression
shall include their successors in title and assigns) of the second
part and DEN NORSKE CREDITBANK PLC whose registered office is at
20 Dunstan's Hill London EC3R 8HY ("the Surety") of the third 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 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 and is the agent of Hertfordshire County Council the Highway Authority in respect of certain highways in Dacorum including Lawn Lane Hemel Hempstead
- (2) The Owners' predecessor in title Abingarch Ltd has applied to the Council for planning permission under reference number 4/0432/88 for redevelopment of industrial land for offices on land adjacent to Corner Hall and Lawn Lane Hemel Hempstead shown edged red on the attached plan ("the Land")
- (3) The Owners are the Owners in fee simple of the land without encumbrance
- (4) The Owners have agreed to carry out at their own expense certain highway improvement works including ancillary and statutory undertakers works on Lawn Lane Hemel Hempstead ("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 Owners hereinafter contained the Council covenants with them that the Council will forthwith grant planning permission in respect of the application subject to conditions. If the Owners proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. The Owners hereby covenant with the Council as follows:-
 - (a) That they shall carry out at their own expense the works described in the schedule hereto as shown in principle on the plan numbered 324/p/28 attached hereto together with such ancillary works as may be reasonably required by the Council's Director of Technical Services for the time being ("the 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 work shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and there shall be no interruption to the two-way flow of traffic on Lawn Lane Hemel Hempstead before 9 a.m. or after 4.30 p.m. on any day
 - (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 Director which expression shall be deemed to include the

servants agents and licensees of the Director wherever it appears in the Agreement

- (d) That they shall accept the supervision of the Director and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Owners and approved by the Director and based on plan numbered 324/p/28 above referred to and to a standard of workmanship and quality of materials approved by the 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 Director (such approval shall not be unreasonably withheld or delayed)
- (f) That they shall notify the 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 Road and Bridge Works" published by Her Majesty's Stationery Office in 1976 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 before the commencement of the works a sum equal to 2½% of the total estimated cost of the works in respect of the costs incurred by the 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 Director within 6 months of their commencement and in any event shall be completed prior to any occupation of the development provided that the Director shall use his best endeavours to inspect the works within 14 days of receiving from the Owners 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 (which the 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 if in the future it becomes possible to construct a highway link to Lawn Lane through adjacent land at the point indicated on drawing 324/p/20BA attached hereto then (if the new highway link has been satisfactorily completed) the Council may serve a Notice on the Owners requiring the exit to Lawn Lane shown on the said drawing to be closed in which event the said exit shall be closed within six months from receipt of the Notice by the Owners
- (l) That on or before the date hereof they shall pay the whole of the costs properly and reasonably incurred by the Council in the preparation of this Agreement
- (m) That should the Owners 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 Owners' covenants herein contained
- (n) 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 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 (£1,000,000.00) in respect of any single accident
- (o) That they will indemnify the 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 hereby covenants with the Owners as follows:-

- (a) That it hereby authorises the Owners and the approved roadworks contractor as aforesaid to carry out the works within the highway at Lawn Lane 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 Director shall thereupon issue a Certificate of Maintenance of the work and as from the date of such Certificate the work shall become maintainable at public expense

4. The Surety hereby covenants that if the Owners fail at any time to carry out or observe any of the terms conditions stipulations on their part contained in Clause 2(a) to 2(j) and 2(l) to 2(o) hereof having first been given 28 days to so comply by the Council or in the event of the Owners or Applicant going into liquidation or entering into a Deed of Arrangement for the benefit of their creditors the Surety shall pay to the Council such sum as may be reasonably certified by the Director to be required in order to complete the works and remedy any defects prior to the work becoming maintainable at public expense and such further sum as the Borough Secretary for the time being of the Council may reasonably certify to be necessary to reimburse fully the Council in respect of any costs and expense incurred by the Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the costs to the Council of preparing an alternative contract and of supervising the execution of this alternative contract provided that the total sums payable by the Surety shall not exceed £70,000.00 (SEVENTY THOUSAND POUNDS)

5. If the sum paid by the Surety in accordance with Clause 4 exceeds the final cost of the works (including the Council's

supervision and legal charges and any statutory undertakers charges) before the works become maintainable at public expense such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the Council and its repayment to the Surety

6. The parties hereto agree that the covenants herein are entered into pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling and without prejudice to the generality of the foregoing all the covenants herein before contained on the part of the Owners 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
7. This Agreement shall be registered as a Local Land Charge
8. Any expense incurred or to be incurred by the Council to which the Owners is or are 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

THE SCHEDULE

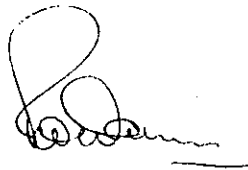
The works referred to in Clause 2(a) of this Agreement and shown in principle on Drawing Nos. 324/p/20BA and 324/p/28 shall comprise the provision of:-

1. The widening of the eastern side of Lawn Lane for the provision of a right turning lane at the junction with the access road into the site, together with any necessary alteration to drainage, street lighting and statutory undertakers plant and equipment. The width of carriageway in Lawn Lane subsequent to widening and in the region of the site access shall be 9 m minimum between east and west kerb faces.

2. The design and layout of the right turning lane in Lawn Lane shall be in accordance with the recommendations laid down in the Department of Transport, Highways and Traffic Directorate Departmental Advice Note TA 20/84.
3. The provision of carriageway markings to define the right turning lane at the junction with Lawn Lane and the access road into the site. Such markings to be laid out in accordance with Department of Transport Advice Note TA20/84, Chapter 5 of the Traffic Signs Manual 1980 and the Traffic Signs Regulations and General Direction 1981.
4. The widening of the access into Lawn Lane from the site, together with any necessary alterations to drainage, street lighting and statutory undertakers plant and equipment.
5. The provision of a traffic island, illuminated traffic signs and bollards and carriageway markings in the mouth of the access road into Lawn Lane.
6. The provision of a new access into Cornerhall together with any necessary alterations to drainage, street lighting and statutory undertakers plant and equipment.
7. The provision of illuminated traffic signs and carriageway markings at the new junction with Cornerhall.
8. The Owners shall carry out works and install/provide all necessary traffic signs, bollards, carriageway markings, street lighting columns and other items of street furniture in accordance with the detailed contract drawings to be prepared by the Owners and approved by the Director of Technical Services and based on Drawing Nos 324/p/20BA and 324/p/28 and to a standard of workmanship and quality of materials approved by the Director (such approval in all the above cases not to be unreasonably withheld or delayed).

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:-

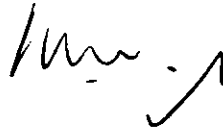


Chief Executive



Assistant Secretary
(Admin)
Legal

THE COMMON SEAL OF
SELLECK ENTERPRISES LTD
was hereunto affixed in the
presence of:-



Director

Secretary

CORPORATE SECRETARIES LIMITED
AS SECRETARY, BY ITS NOMINEE



SEAL REGISTERED
BOOK 8
ENTRY 2446

THE COMMON SEAL OF
QUATTRO PROPERTIES (CORNERHALL) LTD)
was hereunto affixed in the
presence of:-



Director



Secretary



THE COMMON SEAL of
DEN NORSKE CREDITBANK PLC
was hereunto affixed in the
presence of:-



Director



Secretary



THIS AGREEMENT is made the *fourth* day of *April* One thousand nine hundred and eighty-seven BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead Hertfordshire HP1 1HH ("the Council") of the first part and MICHAEL JOHN STUART ROBERTSON of The Crown House Kings Walden near Hitchin Hertfordshire CHARLES MARTIN PARSONS of Top House Thorpe Langton Leicestershire BRIAN FRANK PAWLEY of Home Farmhouse Baker Street Gayton Northamptonshire and MEADOWCOURT TRUSTEES LTD whose registered office is 4 Meadowcourt Road Oadby Leicestershire ("the Owners" which expression shall include their successors in title and assigns) of the second part and ALBERT E WILLMER AND CO whose registered office is at Corner Hall Lawn Lane Hemel Hempstead Hertfordshire ("the Applicant" which expression shall include their successors in title and assigns) of the third part and WILLANDER HOLDINGS LIMITED whose registered office is at 22/24 Lunsford Road Leicester ("the Surety") 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 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 and is the agent of Hertfordshire County Council the Highway Authority in respect of certain highways in Dacorum including Lawn Lane Hemel Hempstead
- (2) The Applicant has applied to the Council for outline planning permission under reference number ^{4/0432/88}~~4/1424/86~~ for redevelopment of industrial land for offices on land adjacent to Corner Hall and Lawn Lane Hemel Hempstead shown edged red on the attached plan ("the Land")
- (3) The Owners are the Owners in fee simple of the land and the Applicant is lessee of the land
- (4) The Owners and the Applicant have agreed to carry out at their own expense certain highway improvement works including ancillary and statutory undertakers works on Lawn Lane Hemel

Hempstead ("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 Owners and Applicant hereinafter contained the Council covenants with them that the Council will forthwith grant planning permission in respect of the application subject only to the conditions set out in the first schedule hereto If the Owners and Applicant proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. The Owners and Applicant hereby covenant with the Council as follows:-
 - (a) That they shall carry out at their own expense the works described in the second schedule hereto as shown in principle on the plan numbered ^{324/P/28}~~878/408~~ attached hereto together with such ancillary works as may be reasonably required by the Council's Director of Technical Services for the time being ("the 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 work shall be signed and protected in accordance with Chapter 8 of the Traffic Signs Manual published by Her Majesty's Stationery Office and there shall be no interruption to the two-way flow of traffic on Lawn Lane Hemel Hempstead before 9 a.m. or after 4.30 p.m. on any day

- (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 Director which expression shall be deemed to include the servants agents and licensees of the Director wherever it appears in the Agreement
- (d) That they shall accept the supervision of the Director and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Owners and Applicant and approved by the Director and based on plan numbered ^{324/P/28} ~~878/108~~ above referred to and to a standard of workmanship and quality of materials approved by the 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 Director (such approval shall not be unreasonably withheld or delayed)
- (f) That they shall notify the 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 Road and Bridge Works" published by Her Majesty's Stationery Office in 1976 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 before the commencement of the works a sum equal to 2½% of the total estimated cost of the works in respect of the costs incurred by the 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 Director within 6 months of their commencement and in any event shall be completed prior

- to any occupation of the development provided that the Director shall use his best endeavours to inspect the works within 14 days of receiving from the Owners 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 (which the 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 if in the future it becomes possible to construct a highway link to Lawn Lane through adjacent land at the point indicated on drawing ^{324/P/20A}~~87/20A~~ attached hereto then (if the new highway link has been satisfactorily completed) the Council may serve a Notice on the Owners requiring the exit to Lawn Lane shown on the said drawing to be closed in which event the said exit shall be closed within six months from receipt of the Notice by the Owners
- (l) 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
- (m) That should the Owners 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 mutatus mutandis the same as the Owners and Applicant covenants herein contained
- (n) 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 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 (£1,000,000.00) in respect of any single accident

- (o) That they will indemnify the 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 hereby covenants with the Owners and Applicant as follows:-

- (a) That it hereby authorises the Owners and Applicant and the approved roadworks contractor as aforesaid to carry out the works within the highway at Lawn Lane 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 Director shall thereupon issue a Certificate of Maintenance of the work and as from the date of such Certificate the work shall become maintainable at public expense

4. The Surety ^{as defined herein?} hereby covenants that if the Owners and Applicant fail at any time to carry out or observe any of the terms conditions stipulations on their part contained in Clause 2(a) to 2(o) ^{excluding 2(M)} hereof having first been given 28 days to so comply by the Council or in the event of the Owners or Applicant going into liquidation or entering into a Deed of Arrangement for the benefit of their creditors the Surety shall pay to the Council such sum as may be reasonably certified by the Director to be required in order to complete the works and remedy any defects prior to the work becoming maintainable at public expense and such further sum as the Borough Secretary for the time being of the Council may reasonably certify to be necessary to reimburse fully the Council in respect of any costs and expense incurred by the Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the costs to

the Council of preparing an alternative contract and of supervising the execution of this alternative contract provided that the total sums payable by the Surety shall not exceed £70,000.00 (SEVENTY THOUSAND POUNDS)

5. If the sum paid by the Surety in accordance with Clause 4 exceeds the final cost of the works (including the Council's supervision and legal charges and any statutory undertakers charges) before the works become maintainable at public expense such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the Council and its repayment to the Surety
6. The parties hereto agree that the covenants herein are entered into pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling and without prejudice to the generality of the foregoing all the covenants herein before contained on the part of the Owners and Applicant 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
7. This Agreement shall be registered as a local land charge
8. Any expense incurred or to be incurred by the Council to which the Owners and Applicant is or are 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

FIRST SCHEDULE

1. ~~The development hereby permitted shall not be carried out otherwise than in accordance with the detailed plans and drawings showing the design landscaping and external~~
The development to which this permission relates shall be begun within a period of five years commencing on the date of this notice

appearance of the buildings which shall have been approved by the local planning authority or in default of agreement by the Secretary of State

2. Application for approval in respect of all matters reserved in Condition 1 above shall be made to the local planning authority within a period of 3 years commencing on the date of this Notice and the development to which this permission relates shall be begun by not later than whichever is the later of the following dates:-

- (i) The expiration of a period of 5 years commencing on the date of this Notice
- (ii) The expiration of a period of 2 years commencing on the date upon which final approval is given by the local planning authority or by the Secretary of State or in the case of approval given on different dates the final approval by the local planning authority or the Secretary of State

2.3. The vehicular accesses in Corner Hall adjacent to Three Gables and at the western end of the site frontage shall be closed and the kerbs and footway reinstated to the standards set out in the current edition of Hertfordshire County Council's "Specification for the Construction of Residential Estate Roads"

3.4. The developer shall construct the crossovers to Standards set out in the current edition of Hertfordshire County Council's "Specification for the Construction of Residential Estates Roads" and the development shall not be brought into use until the accesses are so constructed

4.5. Sightlines of 4.5 m by 70 m in a southerly direction and 4.5 m by 18 m in a northerly direction shall be provided from the access to Lawn Lane within which there shall be no obstruction to visibility between 600 mm and 2 m above carriageway level

- 5.6. Sightlines 4.5 m by 35 m shall be provided in each direction from the access to Corner Hall within which there shall be no obstruction to visibility between 600 mm and 2 m above carriageway level
- 6.7. The kerb radii of the access to Corner Hall shall be 7.5 m and shall include a pram/wheelchair crossing
- 7.8. A permanent physical barrier shall be erected over the vehicular access to Lawn Lane to prevent use by vehicles exceeding 2.3 m in height
- 8.9. The requirements of Conditions ^{2 3 4 5 6 7}~~3 4 5 6 7~~ and 8 shall be carried out within 3 months of any part of the development first being occupied and they shall thereafter be retained
- 9 10. 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
- 10 11. All planting seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding season following the occupation of the buildings or the completion of the development whichever is the sooner and any trees or plants which within a period of 5 years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the local planning authority gives written consent to any variation and for the purposes of this condition a planting season shall be deemed to commence in any one year on 1 October and to end on 31 March in the next following year

- 11/12. The development hereby permitted shall not be occupied until parking arrangements as approved in accordance with Condition 1 hereof shall have been provided and they shall not be used thereafter for any purpose other than the parking of vehicles.
12. The development hereby permitted shall not be used for purposes within class B1(b) of the Town and Country Planning (Use Classes) Order 1987 SECOND SCHEDULE

The works referred to in Clause 2(a) of this Agreement and shown in principle on Drawing Nos. ^{324/P/28A} 878/08-ABCD and ^{324/P/28} 878/10B shall comprise the provision of:-

1. The widening of the eastern side of Lawn Lane for the provision of a right turning lane at the junction with the access road into the site, together with any necessary alteration to drainage, street lighting and statutory undertakers plant and equipment. The width of carriageway in Lawn Lane subsequent to widening and in the region of the site access shall be 9 m minimum between east and west kerb faces.
2. The design and layout of the right turning lane in Lawn Lane shall be in accordance with the recommendations laid down in the Department of Transport, Highways and Traffic Directorate Departmental Advice Note TA 20/84.
3. The provision of carriageway markings to define the right turning lane at the junction with Lawn Lane and the access road into the site. Such markings to be laid out in accordance with Department of Transport Advice Note TA20/84, Chapter 5 of the Traffic Signs Manual 1980 and the Traffic Signs Regulations and General Direction 1981.
4. The widening of the access into Lawn Lane from the site, together with any necessary alterations to drainage, street lighting and statutory undertakers plant and equipment.
5. The provision of a traffic island, illuminated traffic signs and bollards and carriageway markings in the mouth of the access road into Lawn Lane.

6. The provision of a new access into Cornerhall together with any necessary alterations to drainage, street lighting and statutory undertakers plant and equipment.
7. The provision of illuminated traffic signs and carriageway markings at the new junction with Cornerhall.
8. The Owners and Applicant shall carry out works and install/provide all necessary traffic signs, bollards, carriageway markings, street lighting columns and other items of street furniture in accordance with the detailed contract drawings to be prepared by the Owners and Applicant and approved by the Director of Technical Services and based on Drawing Nos ^{324/P/28A} ~~878/08-ABCD~~ and ^{324/P/28} ~~878/108~~ and to a standard of workmanship and quality of materials approved by the Director (such approval in all the above cases not to be unreasonably withheld or delayed).

I N W I T N E S S W H E R E O F 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:-

)
)
)
)

L.S.

Chief Executive

Assistant Secretary
(Admin)