

Town Planning

Ref. No. 4/1531/87

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Other

Ref. No.

THE DISTRICT COUNCIL OF

DACORUM

IN THE COUNTY OF HERTFORD.

To

Lenanton Companies Ltd.,
West Ferry Road,
Isle of Dogs,
London E14 8JZ

Brian Keyworth, RIBA,
Acer,
Terry Orchard,
High Wycombe,
Bucks. HP13 6QH

..... New Joinery Factory Sawmill and Timber Storage

..... Buildings to replace Existing

at ... East and Sons Site, Gossoms End, Berkhamsted

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 2 October 1987 and received with sufficient particulars on 5 October 1987 and shown on the plan(s) accompanying such application, subject to the following conditions:—

- (1) The development to which this permission relates shall be begun within a period of . . 5 . . . years commencing on the date of this notice.
- (2) No work shall be started on the development hereby permitted until details of materials to be used externally on all the buildings 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 appearance.
- (3) To maintain and enhance visual amenity.
- (4) To maintain and enhance visual amenity.
- (5) To maintain and enhance visual amenity.
- (6) To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.
- (7) To ensure that vehicles may enter and leave the site in forward gear.
- (8) In the interests of highway safety and to safeguard residential amenities.
- (9) In the interests of amenity.
- (10) To ensure an adequate standard of sound attenuation.

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

Signed.....

DesignationChief Planning Officer

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 on 31 March in the next following year.
- (5) The existing hedge on the northern boundary of the site shall be protected during the period of construction and such part or parts of the hedge as become damaged shall be replaced within the planting season following completion of development.
- (6) The development hereby permitted shall not be occupied until the arrangements for vehicle parking and circulation shown on Plan EB3-87b shall have been provided, and they shall not be used thereafter otherwise than for the purposes approved.
- (7) The development hereby permitted shall not be occupied until the turning space shown on Plan EB3-87b shall have been provided and shall not be used thereafter for any purpose other than the turning of vehicles.
- (8) As from the date of completion of the proposed improvements to Stag Lane, Eddy Street and Belton Road shall only be used for the purposes of emergency vehicular access to and from the factory site at the locations coloured green on Plan EB3-87b.
- (9) No work shall be started on the development hereby permitted until a scheme for the suppression of dust and grit arising from activities and processes carried out on the site shall have been submitted to and approved by the local planning authority. The approved scheme shall be implemented prior to the commencement of any activities which may produce or emit dust or grit into the atmosphere.
- (10) Between the hours of 0700 and 1900 on Mondays to Fridays inclusive, noise from operations conducted on the premises shall not exceed 58dBA as measured on the western boundary over any 15 minute period, and expressed as 15 minute equivalent continuous sound pressure level (Leq. 15 mins). At any other time, noise from operations conducted on the premises and measured

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and expressed in a similar way shall not exceed 51 dBA (Leq. 15 mins). The measurements shall be taken at a height of 1.2 metres above ground level except where the site is enclosed by a wall or other sound opaque structure at or near the perimeter, when measurements shall be taken at a position high enough to measure the noise coming over the top of such a structure.

Dated 26th January 1988

Signed



Designation Chief Planning Officer

DATED

26th January

1988

HERTFORDSHIRE COUNTY COUNCIL

and

DACORUM BOROUGH COUNCIL

and

LENANTON COMPANIES LIMITED

and

NATIONAL WESTMINSTER BANK PLC

AGREEMENT

in conjunction with planning permission 4/1531/87
made under S.52 of the
Town and Country Planning Act
1971 and S.33 of the Local
Government (Miscellaneous Provisions)
Act 1982 relating to
land at Gossoms End
Berkhamsted
Hertfordshire

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

File: AMB/ED/S.52+S.33/32/126/87/BS6/1.88

THIS AGREEMENT is made the *twenty sixth* day of *January* One thousand nine hundred and eighty-*eight*
BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford
in the County of Hertfordshire (hereinafter called 'the County
Council') of the first part and DACORUM BOROUGH COUNCIL of Civic
Centre Hemel Hempstead in the County of Hertfordshire (hereinafter
called 'the Council') of the second part and LENANTON COMPANIES
LIMITED whose registered office is situate at Batesons and Regent
Wharves West Ferry Road Isle of Dogs London E14 8JZ (hereinafter
called 'the Developer') of the third part and NATIONAL WESTMINSTER
BANK PLC whose registered office is situate at Lothbury London
EC2P 2BP (hereinafter called 'the Surety') of the fourth part

W H E R E A S:

1. THE County Council is the Highway Authority for Hertfordshire and Agent for the Secretary of State for Transport in respect of the A41 Trunk Road at High Street Berkhamsted in the County of Hertfordshire
2. THE Council is the Local Planning Authority for the purposes of the Town and Country Planning Acts 1971 and 1972 for the area known as land at Gossoms End Berkhamsted in the County of Hertfordshire (hereinafter called 'the Land') for the purposes of identification only shown edged red on the plan attached hereto and also a principal Council within the meaning of s.33 of the Local Government (Miscellaneous Provisions) Act 1982
3. THE Developer has applied to the Council for planning permission under Application No 4/1531/87 for the development of the land for factory sawmill storage building boiler house sub-station cyclone silo and two storey office building (hereinafter called 'The development')
4. THE Developer has agreed to carry out at its own expense certain highway improvement works including ancillary and statutory undertakers' works to the A41 Trunk Road at High Street and to Stag Lane Berkhamsted (hereinafter called 'the

Works') on the terms conditions and stipulations hereinafter appearing

5. THE Developer is entitled to the unencumbered freehold of the land and the works are required to facilitate the development of the land
6. THIS Agreement is made pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982

N O W T H I S A G R E E M E N T W I T N E S S E T H as follows:

1. IN the event that planning permission with or without conditions is granted by the Council or by the Secretary of State for the Environment pursuant to Application No 4/1531/87 and the Developer shall proceed to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. THE Developer for itself and successors in title hereby covenants with the County Council and the Council as follows:
 - (a) That it shall carry out at its own expense the entire works described in the Schedule hereto at High Street and Stag Lane Berkhamsted as shown in principle on Drawing No MG/DD/2 attached hereto or the remainder of such works if the said works have been implemented in part by any other person together with such ancillary works as may be reasonably required by the County Surveyor (hereinafter called 'the Surveyor' which expression shall be deemed to include the servants agents and licensees of the Surveyor wherever it appears in this Agreement) of the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment



Tank

Lock

Subway

Drain

FB

Lock

Tanks

Joinery Works

Travelling Crane

El Sub Sta

Chy

Joinery Works

Gossoms Cottage

Gossoms Lodge

Crabtree Cottage

Mount Pleasant

Oving House

Wekwyn

Mild View

EDDY STREET

HIGH STREET
10.9m

El Sub Sta

Laundry

Presbytery

Sacred Heart Church
(R C)

Dayton

Loftbar

- (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 there shall be no interruption to the two-way flow of traffic on the A41 before 9 am or after 4.30 pm on any day
- (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 shall relocate all street furniture affected by the works to the satisfaction of the Surveyor
- (d) That they shall accept the supervision of the Surveyor and shall carry out the works in accordance with the detailed contract drawings to be prepared by the Developer and approved by the Surveyor and based on Drawing No MG/DD/2 above referred to and to a standard of workmanship and quality of materials approved by the Surveyor such approval not to be unreasonably withheld
- (e) That the works shall be carried out by a roadworks contractor approved by the Surveyor such approval not to be unreasonably withheld
- (f) That they shall notify the Surveyor in writing at least 14 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify the Surveyor in writing at least 14 days prior to the commencement of the works of its intention to proceed with the works
- (g) That the works shall be carried out in accordance with the 'Specification for Road and Bridgeworks' published by her Majesty's Stationery Office in 1976 as modified and extended by the Supplements and Revisions in force as at the end of the execution of the works
- (h) That they shall pay to the County Council before the commencement of the works a sum equal to a percentage of the total estimated cost of the works in respect of the costs incurred by the County Council in supervising the works such percentage to be based on the following formula:

Total estimated cost of works	%age fee
Nil to £100,000	5%
£100,001 to £400,000	3%
over £400,000	negotiable

- (i) The works shall be commenced within one year of the implementation of the planning permission in whole or part and shall be completed to the reasonable satisfaction of the Surveyor within 6 months of their commencement unless prevented from doing so by any reason beyond the Developer's control
- (j) That they shall fully maintain the works for a period of twelve months from the date of the issue of a Certificate of Completion by the Surveyor and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
- (k) That they shall pay the whole of the reasonable costs incurred by the Council and the County Council in the preparation of this Agreement (such payment to be made on the date hereof) and the approval of detailed contract drawings and plans (such payment to be made within one month of approval under clause 2 (d) hereof)
- (l) That they will provide the Surveyor with accurate 1 in 500 scale negatives 'as built' drawings immediately upon the issue of the Certificate of Completion
- (m) That should the Developer arrange for the carrying out of the works or any part thereof to be undertaken by any third person the Developer will ensure that contracts with such third person shall include the obligations and covenants on the part of the third person mutatis mutandis the same as the Developer's covenants herein contained
- (n) That it will have in force at all relevant times a policy of insurance indemnifying the County Council against all claims whatsoever arising out of or in connection with the said works the insured sum to be not less than £1 million in respect of any single accident

- (o) That it will indemnify the County Council and keep indemnified against all claims under Part 1 and Part II of the Land Compensation Act 1973 arising out of the use of the said works
- (p) That it will forthwith upon the issue of the Completion Certificate dedicate as public highway the land edged blue on the drawing above referred to
- (q) That as from the completion of the Works there shall be no vehicular access to and from the land by way of Belton Road and Eddy Street except for emergency purposes only and in the case of Eddy Street as an access to the offices from time to time erected on the Land and the car park serving such offices

3. THE County Council hereby covenants with the Developer as follows:

- (a) That it hereby authorises the Developer and the approved roadworks contractor as aforesaid to carry out the works within the highway at High Street and Stag Lane Berkhamsted aforesaid subject to the terms conditions and stipulations in Clause 2 hereof
- (b) That after the expiry of the aforesaid twelve months maintenance period and provided always that the works have been fully maintained as aforesaid and that any defects appearing during the said maintenance period have been made good the Surveyor shall thereupon issue a Certificate of Maintenance of the works and as from the date of such Certificate the works shall become maintainable at public expense

4. THE Surety hereby covenants that if the Developer fails at any time to carry out or observe any of the terms conditions and stipulations on its part contained in Clause 2(a) to 2(p) hereof or in the event of the Developer going into liquidation or entering into a Deed of Arrangement for the benefit of its creditors the Surety shall pay to the Council such sum as may be certified by the Surveyor to be reasonably required in order to complete the works and/or remedy any defects prior

to the works becoming maintainable at the public expense and such further sum as the County Secretary for the time being of the County Council may certify to be necessary to fully reimburse the County Council in respect of any costs and expenses incurred by the County Council in the enforcement of the obligations on the part of the Surety under this Agreement together with the cost to the County Council of preparing an alternative contract and of supervising the execution of this alternative contract PROVIDED THAT the total sums payable by the Surety shall not exceed SIXTY THOUSAND POUNDS (£60,000.00)

5. IF the sum paid by the Surety in accordance with Clause 4 exceeds the final cost of the works (including the County Council's supervision and legal charges and any statutory undertakers charges) at the time of the issue of the Certificate of Maintenance such surplus money shall be refunded to the Surety and no interest shall be deemed to have accrued to any such surplus money during the period between its receipt by the County Council and its repayment to the Surety
6. THE parties hereto agree that the covenants herein are entered into pursuant to s.52 of the Town and Country Planning Act 1971 and s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling and without prejudice to the generality of the foregoing all the covenants hereinbefore contained on the part of the Developer to carry out work or to do any other thing on or in relation to the Works or Land to which such covenants relate are covenants to which s.33 applies
7. THIS Agreement shall be registered as a Local Land Charge
8. ANY expense incurred or to be incurred by the County Council to which the Developer is or may become liable under this Agreement may be recoverable by the County Council as provided by s.291 of the Public Health Act 1936 and in particular such

expenses and interest accrued thereon shall until recovered
be a charge on the land and on all estates and interest therein

THE SCHEDULE

The works referred to in Clause 2 (a) of this Agreement and shown
in principle on Drawing MG/DD/2 shall comprise the provisions of:

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

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

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

H. W. H. Cartwright

DEPUTY County Secretary

026

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

[Signature]

Chief Executive

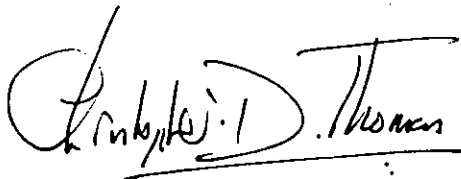
[Signature]

Assistant Secretary
(Admin)

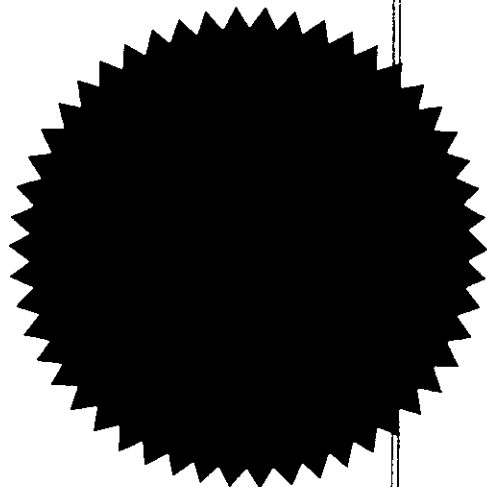
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THE COMMON SEAL of
LENANTON COMPANIES LIMITED
was hereunto affixed in the
presence of:

)
)
)
)



Director





Secretary

IN WITNESS whereof this Deed has been duly executed on behalf
of National Westminster Bank PLC by its duly authorised Attorney the
day and year first before written

SIGNED SEALED AND DELIVERED by
as the Attorney on behalf
of NATIONAL WESTMINSTER BANK PLC

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