

MR

TOWN & COUNTRY PLANNING ACTS, 1971 and 1972

Town Planning  
Ref. No. 4/2055/89

Other

Ref. No.

THE DISTRICT COUNCIL OF DACORUM

IN THE COUNTY OF HERTFORD

To Northern Sports  
252 Harrow View  
Harrow  
Middlesex

D Hawkins  
252 Harrow View  
Harrow Middlesex

Change of use of agricultural land to garden centre  
associated buildings, car park & vehicular access.  
at Marshcroft Farm, Bulbourne Road, Tring

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 14.12.89 and received with sufficient particulars on 15.12.89 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 development shall take place until there has been submitted to and approved by the local planning authority details of the junction between the access road and Bulbourne Road (B.488) which shall include the provision of a deceleration lane, right hand turning lane and visibility sight lines and the development hereby permitted shall not be occupied until that junction has been constructed in accordance with the approved details.
- (3) The details submitted in accordance with condition 2 hereof shall include the provision of visibility sight lines at the junction of the access road and Bulbourne Road (B.488) measuring 4.5m and 125m in each direction with kerb radii of 10.5m within which there shall be no obstruction to visibility between 600mm and 2m above carriageway level.

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) In the interests of highway safety.
- (3) In the interests of highway safety.
- (4) In the interests of highway safety.
- (5) In the interests of highway safety.
- (6) The development is contrary to the provisions of the adopted Dacorum District Plan and the restriction is required to limit the use to one which is compatible with and has restricted impact upon the character of the rural area within the Metropolitan Green Belt.
- (7) The development is contrary to the provisions of the adopted Dacorum District Plan and the restriction is required to limit the amount of development to a scale which is compatible with and has restricted impact upon the character of the rural area within the Metropolitan Green Belt.
- (8) The permission hereby granted is an alternative to and not in addition to the earlier permission.
- (9) In the interests of preserving the amenity and character of the countryside.
- (10) To ensure a satisfactory appearance.
- (11) In the interests of visual amenity.
- (12) To maintain and enhance visual amenity.
- (13) To maintain and enhance visual amenity.
- (14) To ensure the adequate and satisfactory provision of off-street parking.
- (15) In the interests of visual amenity.

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.

- (4) The developer shall construct the crossover to standards set out in "Specification for Highway Works" published by Her Majesty's Stationery Office in 1986 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the works and the development hereby permitted shall not be brought into use until the access is so constructed.
- (5) At the same time as the access referred to in condition 2 hereof is first brought into use, the existing access shall be closed such that it is not available to serve any part of the development hereby permitted.
- (6) The development hereby permitted shall not be used otherwise than:-
  - (a) for the retail sale of potted plants, cut flowers, bulbs, garden tools, garden gifts and crafts, garden furniture normally incidental to the enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants;
  - (b) for the provision of facilities for light refreshments for consumption by customers on the premises only and that there shall be no facilities for refreshment for the use of the general public;

Nor for any other purpose (including any other purpose in Classes A1 and A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order), but nothing in this Condition shall preclude:-

- (i) the sale and display of produce grown upon agricultural land the subject of the application site and adjacent land more specifically shown outlined in blue on Drawing No. 8817/15D attached to the Agreement under section 52 Town and Country Planning Act 1971 dated contemporaneously with this permission in respect of land at Marshcroft Farm, Bulbourne Road, Tring, or otherwise as may be agreed in writing with the local planning authority; nor
- (ii) the sale and display of fruit and vegetables not grown on the land referred to in (i) above save that this use shall take place only within a building such that the total floorspace devoted to such sale and display shall not exceed on aggregate total of 250 sq. ft.

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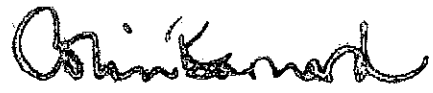
- (7) The buildings hereby permitted shall comprise structures which do not exceed in total a floor area of 9,150 sq. ft. (measured externally).
- (8) The development hereby permitted shall not be carried out and this permission shall become of no effect if the permission granted on 24 September 1987 for "garden centre and shop and car park; alterations to access road and junction with classified road (outline)" at Bulbourne Farm, Upper Icknield Way, Tring (ref 4/1549/87), is at any time implemented. No part of this development shall be carried out if any part of the development hereby permitted has been implemented.
- (9) No means of outdoor illumination or floodlighting shall be provided within the site, including the access road, except in accordance with a detailed scheme as submitted to and approved by the local planning authority.
- (10) The development hereby permitted, insomuch as it relates to the farm shop, toilet block and sales greenhouse shall be constructed in Reclaimed Redstock facing bricks, Redland Regent Farmhouse Orange Concrete roof tiles and other materials shown on Plan No. 4/2055/89 Drawing No. 8817/17 or other such materials as may be agreed in writing with the local planning authority.
- (11) No development shall take place until there has been submitted to and approved by the local planning authority details of the surface treatment of the road and the proposed car park area and this road and area shall be finished in accordance with the details as so approved.
- (12) 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.
- (13) All planting, seeding or turfing comprised in the approved details of landscaping, shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with orders 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.

Ref: 4/2055/89

- (14) The development hereby permitted shall not be brought into use until the arrangement for the parking of 190 vehicles (or other such number that maybe approved in writing by the local planning authority) shown on plan 4/2055/89 Drawing No. 8817/15D have been provided and shall not thereafter be used for any purpose other than the parking of vehicles.
- (15) The development hereby permitted shall not be brought into use until there has been submitted to and approved by the local planning authority details of the boundary fences, walls, hedges, gates or in accordance with the details as so approved.

Dated 15th day JUNE of 1990

Signed



CHIEF PLANNING OFFICER

DATED 15th June 1990

DACORUM BOROUGH COUNCIL

and

NORTHERN SPORTS LEISURE LIMITED

COUNTERPART

AGREEMENT

Under S.52 of the Town and Country  
Planning Act 1971 and S.33 of the Local Government  
(Miscellaneous Provisions) Act 1982  
and relating to land at  
Marshcroft Fruit and Self-Pick Farm  
Bulbourne Road  
Tring  
Hertfordshire

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

Ref: 4.90/LAND/32/126/111/AMW/MB/JDD/BS.6

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THIS AGREEMENT is made the fifteenth day of June One thousand nine hundred and ninety  
BETWEEN DACORUM BOROUGH COUNCIL of Civic Centre Marlowes Hemel Hempstead in the County of Hertfordshire (hereinafter called "the Council") of the first part and NORTHERN SPORTS LEISURE LIMITED whose registered office is at Clarendon House 252 Harrow View Harrow Middlesex HA2 6QK (hereinafter called "the Owner") of the second part

WHEREAS:

- (1) The Council is the highway authority for the Bulbourne Road Tring in the County of Hertfordshire
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 as amended for the area within which is situated land at Marshcroft Fruit and Self-Pick Farm Bulbourne Road Tring which is for the purpose of identification only shown edged red on plan number 8817/15A attached hereto (hereinafter called "the Site") and is a principal Council within the meaning of S.33 of the Local Government (Miscellaneous Provisions) Act 1982
- (3) The Owner is the owner in fee simple in possession free from incumbrances of the land shown edged blue on the said plan number 8817/15A within which the Site is situated
- (4) The Owner has applied to the Borough Council for planning permission under Application No. 4/2055/89 for the change of use of agricultural land to garden centre associated buildings car park and vehicular access (hereinafter called "the development")
- (5) It has been agreed that the Owner will at its own expense carry out certain highway improvement works including ancillary and statutory undertakers works to the junction of the Access Road aforesaid and Bulbourne Road Tring

Hertfordshire described in the Second Schedule hereto and shown on Plan No. 90/1313/01 attached hereto (hereinafter called "the Works") in the circumstances and on the terms conditions and stipulations hereinafter appearing

- (6) The Works are required to facilitate the development of the Site
- (7) 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 contained herein the Council covenants with the Owner that the Council will forthwith grant planning permission (hereinafter called "the planning permission") in respect of Application No. 4/2055/89 subject only to the conditions set out in the First Schedule hereto and if the Owner proceeds to implement such planning permission then this Agreement shall have full force and effect but not otherwise
2. IN consideration of the covenants on the part of the Owner hereinafter contained the Council hereby covenants with the Owner as follows:
  - (a) That it hereby authorises the owner to carry out the Works within the highway at the said junction of the Access Road aforesaid and Bulbourne Road Tring subject to the terms conditions and stipulations contained in the Owner's covenants
  - (b) That after the expiry of the twelve months' maintenance period referred to in Clause 3 (k) 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 of Technical Services (hereinafter called "the Surveyor") (which expression shall be deemed to include his authorised servants and agents) 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

3. THE Owner hereby covenants with the Council

- (a) To carry out at its own expense the Works described in the Second Schedule hereto at the junction of the aforesaid access road and Bulbourne Road as shown in principle on drawing number attached hereto or such subsequent in principle drawings as may be approved by the Surveyor such approval not to be unreasonably withheld together with such ancillary works as may be reasonably required by the Surveyor which ancillary works may include inter alia the provision of traffic signs carriageway markings footways street furniture and drainage and together also with any necessary alterations to statutory undertakers equipment directly and reasonably necessitated by the works described in the Second Schedule hereto
- (b) To ensure 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 to 9.30 am and 4.30 pm to 6.30 pm on Monday to Friday inclusive
- (c) To place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and that it shall relocate all street furniture affected by the Works to the reasonable satisfaction of the Surveyor

- (d) To accept the reasonable supervision of the Surveyor and shall carry out the Works in accordance with the detailed contract drawings to be prepared by the Owner and approved by the Surveyor before any roadworks commence and to more detailed versions of the drawings as the Surveyor may reasonably require and to a standard of workmanship and quality of materials approved by the Surveyor such approvals not to be unreasonably withheld
- (e) To ensure that the Works contained in paragraphs 1 to 5 of the Second Schedule shall be carried out by a roadworks contractor approved by the Surveyor such approval not to be unreasonably withheld
- (f) To 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 or recommencement (in the event of temporary cessation) of its intention to proceed with the Works
- (g) To ensure that the Works 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 as at the date of the execution of the Works
- (h) To ensure that the Works are carried out to standards set out in the Department of Transport Technical Advice Note TA20/81 (as amended TA20/84) including traffic signs and road markings

- (i) To pay to the 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 Council in inspecting the Works which said total estimated cost shall be revised if the Works are not commenced within twelve months of the date of the Agreement and it shall not commence works until the Owner has entered into a bond
- (j) To ensure that the Works shall unless delayed by circumstances beyond the control of the Developer be completed to the satisfaction of the Surveyor within six months of their commencement (or such extended period as may be agreed by the Surveyor) and in any event shall be completed prior to any occupation of the development
- (k) To fully maintain the Works for a period of twelve months from the date of the issue of a Certificate of Completion by the Surveyor and shall make good any defects or damage which may arise from any cause whatsoever or be discovered during such period
- (l) On the signing hereof to pay the whole of the costs incurred by the Council in the preparation of this Agreement in the sum of £125 to the Council
- (m) To provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings following the placing of the Works on maintenance
- (n) That should arrangements be made for the carrying out of the Works or any part thereof to be undertaken by any third person shall include the obligations and covenants on the part of that third person mutatis mutandis the same as the covenants contained herein

- (o) To have in force at all relevant times a policy of insurance indemnifying the Council and Hertfordshire County Council against all claims in respect of legal liability for injury or death to persons and physical damage to property arising out of or in connection with the Works the insured sum to be not less than £1 million in respect of any single accident
- (p) To indemnify the Council and Hertfordshire County Council and keep them indemnified against all claims properly made under Part I and Part II of the Land Compensation Act 1973 arising out of the use of the Works
- (q) That upon completion of the Works the Owner will dedicate as public highway such part of the land as is shown dotted blue and coloured grey on the said Plan No. 90/1313/01 annexed hereto so far as it can lawfully do so
- (r) Not to use or allow to be used the building or buildings on the Site otherwise than:
- (i) for the retail sale of potted plants cut flowers bulbs garden gifts and crafts garden furniture and garden sundries normally incidental to the enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants
  - (ii) for the provision of facilities for light refreshment for consumption by clients on the premises only and that there shall be no facilities for refreshment for the use of any other persons

- (iii) for the sale and display of farm produce grown on the land owned by the Owner or their successors in title
  - (iv) for the sale and display of fruit and vegetables not grown on the land referred to in (r) (iii) and the use set out in this sub-clause shall take place only within a building or buildings such that the total floor space devoted to such use shall not exceed an aggregate total of 250 square feet
  - (s) Not to use or allow to be used the open land on the Site otherwise than:
    - (i) for the parking of vehicles ancillary to the uses of the Site for the purposes set out in this Agreement
    - (ii) for the sale and display of garden sheds and greenhouses
    - (iii) for the sale and display of plants trees and shrubs statues and garden ornaments garden and ornamental pools (other than swimming pools)
    - (iv) for the sale storage and display of peat and fertilisers
- for the purpose of this Agreement "open land" shall mean land not covered by a building or buildings
- (t) That the area of open land referred to in paragraph (s) (ii) above shall not exceed 10% of the total area of land referred to in paragraphs (s) (ii) (iii) and (iv)

(u) To commence and fully implement in the planting season from October 1990 to March 1991 the scheme of landscaping contained in Schedule 3 to this Agreement for the provision of a tree belt in the area shown on the said Plan No. 8817/15A

(v) That the Owner or any successors in title will not implement the following planning permissions numbers 4/1382/84 and 4/1549/86 relating to land at Bulbourne Farm Upper Icknield Way Tring Hertfordshire

4. THE parties hereby 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 contained on the part of the Owner (the Owner's Covenants) to carry out work or to do any other thing on or in relation to the Works or Site to which such covenants relate are covenants to which S.33 applies
5. THIS Agreement shall be registered as a Local Land Charge
6. ANY expenses incurred or to be incurred by the Council to which the Owner is or is to become liable under this Agreement may be recoverable by the 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 Owner's land and on all estates and interests therein
7. THIS Agreement may be varied at any time by agreement in writing between the Council and the other parties hereto PROVIDED THAT no party shall be under any obligation to agree any such variation

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

#### THE FIRST 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 work 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. The developer shall construct the junction between the access road and Bulbourne Road (B.488) which shall include the provision of a deceleration lane right hand turning lane and visibility sight lines in accordance with details to be submitted to and approved by the local planning authority and the development hereby permitted shall not be occupied until that junction has been constructed in accordance with the approved details
4. Visibility sight lines shall be provided at the junction of the access road and Bulbourne Road (B.488) measuring 4.5 m and 125 m in each direction with kerb radii of 10.5 m within which there shall be no obstruction to visibility between 600 mm and 2 m above carriageway level
5. The Owner shall construct the crossover to standards set out in "Specification for Highways Works" published by Her Majesty's Stationery Office in 1986 as modified and extended by the Supplements and Revisions in force as at the date of the execution of the works and the development hereby permitted shall not be brought into use until the access is so constructed.

6. At the same time as the access referred to in condition 4 hereof is first brought into use the existing access shown on drawing number 8817/15/A shall be closed such that it is not available to serve any part of the development hereby permitted

7. The development hereby permitted shall not be used otherwise than:

(a) for the retail sale of potted plants cut flowers bulbs garden tools garden gifts and crafts garden furniture and garden sundries normally incidental to the enjoyment of a dwellinghouse with the exception of swimming pools and for the provision of advice and information services in respect of the growth and propagation of plants

(b) for the provision of facilities for light refreshments for consumption by clients on the premises only and that there shall be no facilities for refreshment for the use of any other persons

nor for any other purpose (including any other purpose in Classes A1 and A3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order) but nothing in this Condition shall preclude:

(i) the sale display of produce grown upon agricultural land the subject of the application site and adjacent land more specifically shown outlined in blue on drawing number 8817/15/A attached to this Agreement under S.52 Town and Country Planning Act 1971 dated contemporaneously with this permission in respect of land at Marshcroft Farm Bulbourne Road Tring or otherwise as may be agreed in writing with the local planning authority nor

(ii) the sale and display of fruit and vegetables not grown on the land referred to in (i) above save

(11)



that this use shall take place only within a building such that the total floor space devoted to such sale and display shall not exceed an aggregate total of 250 sq ft

8. The building hereby permitted shall comprise structures which do not exceed in total a floor area of 9,150 sq ft (measured externally) but nothing in this Condition shall preclude the erection of a toilet block the total floor space of 9,150 sq ft should include the toilet block
9. The development hereby permitted shall not be brought into use until vehicle parking facilities access and circulation shown on drawing number 8817/15/A shall have been provided and those facilities shall not thereafter be used for any purpose other than the parking and circulation of vehicles
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.
11. All planting seeding or turfing comprised in the approved details of landscaping submitted in accordance with Condition 10 hereof shall be carried out in the first planting and seeding seasons following the occupation of the buildings and any trees which within a period of 5 years from the occupation of the buildings 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

12. Before the development hereby permitted is occupied the boundary fences walls hedges or other means of enclosure shall be constructed/planted in accordance with details to be first approved by the local planning authority and thereafter retained in accordance with the details so approved

13. The development hereby permitted shall not be carried out and this permission shall become of no effect if:

(a) The permission granted on 29 November 1984 for 'farm shop and garden centre (Outline)' at Bulbourne Farm Upper Icknield Way Tring (reference 4/1382/84) and/or

(b) The permission granted on 24 September 1987 for 'garden centre and shop and car park alterations to access road and junction with classified road (Outline)' at Bulbourne Farm Upper Icknield Way Tring (reference 4/1549/87) are at any time implemented

No part of the developments reference to in (a) and (b) above shall be carried out if any part of the development hereby permitted has been implemented

#### THE SECOND SCHEDULE

The Works referred to in this Agreement and shown in principle on the said Plan No. 90/1313/01 shall comprise the provision of:

1. The construction of a right hand turning lane in Bulbourne Road as shown on Plan No. 90/1313/01
2. The construction of a deceleration lane into the site from the east side as shown on Plan No. 90/1313/01
3. The provision of visibility sight lines of 4.5 m x 125 m in each direction within which there shall be no

obstruction to visibility between 600 mm and 2 m above carriageway level

4. The provision of gates if any to be set back a minimum of 5 m from the edge of the carriageway which shall open inwards into the site
5. The construction of the kerb to provide a kerb radii on the access of 10.5 m
6. To submit for approval a scheme for the erection of a wooden post and rail fence and replanting of a hedge of the back edge of the visibility splays in the first planting season following completion of the development and the replacement of any part that dies is removed or becomes seriously damaged or diseased within 5 years of the completion of the development

#### THE THIRD SCHEDULE

The location of the planting strip is shown on the said drawing number 8817/15/A. The strip comprises a 10 m deep planted strip along the general contouring of the field. The work should be undertaken to accord with the basic specification hereunder:

**Ground Preparation:** Ground to be properly prepared prior to planting and treated with Casaron G or other similar herbicide

**Planting:** 24" whips at 3 m spacing protected by adequate canes and spirals. Whips to be planted in planting holes minimum 12" x 12" x 12" with peat mixture added where top soil is less than 9" deep

**Mixture:** to comprise:

common beech ( <i>fagus sylvatica</i> )	30%
small-leaved lime ( <i>tilia cordata</i> )	15%
wild cherry ( <i>prunus avium</i> )	15%

common ash (fraxinus excelsior)	15%
sweet chestnut (castanea sativa)	15%
other broadleaved -	
whitebeam (sorbus aria)	
field maple (acer campestre)	10%

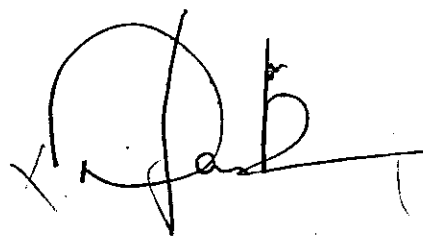
**Layout:**

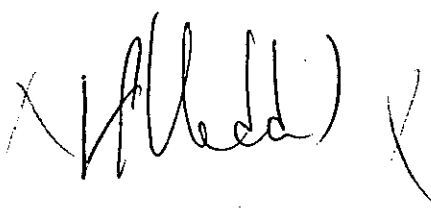
The beech lime ash and chestnut shall be planted in groups of the same species with at least nine trees in each group. The cherry and other broadleaved specimens shall be planted in random pattern with a majority towards the outer edges of the planting strip.

**Maintenance:**

Should include weeding and cleaning for a period of five years from the date of the carrying out of the planting and the selective thinning of the planting to retain the best specimens thereafter. To replace any species that die are removed or become seriously damaged or diseased within five years of the completion of the development.

THE COMMON SEAL of  
 NORTHERN SPORTS LEISURE LIMITED )  
 was hereunto affixed in the )  
 presence of: )

 Director

 Secretary

