

THE DISTRICT COUNCIL OF DACORUM
IN THE COUNTY OF HERTFORD

To Icknield Investments
40 West Street
Dunstable
LU6 1TA

Bennetts Associates
12-14 Whitfield Street
LONDON W1P 5RD

.... Commercial development - offices, light industrial
.... and research and development (Outline)
at Land between Stag Lane and Eddy Street (site of East's
.... Works), Berkhamsted, 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, in accordance with the provisions of Article 5(2) of the Town and Country Planning General Development Order, 1977, as amended, the development proposed by you in your outline application dated 23 November 1988 and received with sufficient particulars on 28 November 1988 and shown on the plan(s) accompanying such application, subject to the following conditions:-

- 1 The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, layout, design, landscaping and external appearance of the building(s) and the means of access thereto which shall have been approved by the local planning authority, before any development is commenced.
- 2 (a) 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.
(b) 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 of the last such matter to be approved by the local planning authority or by the Secretary of State.

The reasons for the local planning authority's decision to grant permission for the development subject to the above conditions are:-

1. To comply with the provisions of ~~Article 7(1)~~ ^{Article 7(1)} of the Town and Country Planning General Development Order, ~~1977~~ ¹⁹⁸⁸, as amended.
2. To comply with the requirements of Section 42 of the Town and Country Planning Act, 1971.
3. To ensure a satisfactory development.
4. In the interests of highways safety.
5. To ensure the adequate and satisfactory provision of off-street vehicle parking facilities.
6. In the interests of general health and safety and to safeguard the risk of pollution.
7. To maintain and enhance 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 Department of the Environment, Caxton House, Tothill Street, London SW1H 9LZ.) 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 (a), to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.

(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 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 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 County 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.

(a) The statutory requirements are those set out in section 36(7) of the Town and Country Planning Act 1971, namely sections 29(1), 30(1), 67 and 74 of the Act.

Ref. 4/2164/88

3. Details submitted in accordance with Condition 1 hereof shall include:-
- (a) a survey of the site including levels
 - (b) parking, circulation, loading and unloading facilities
 - (c) refuse collection and general storage arrangements
 - (d) boundary treatment
 - (e) details of the construction of new drains and sewers, including proposals for the decommissioning of those already on, or under, the site.
4. There shall be no direct vehicular or pedestrian access to the site from the A41 Trunk Road.
5. Provision for the parking of cars on the site shall be made at the standard of one parking space (measuring 4.8m x 2.4m) per 25 sq. m of gross floorspace of building constructed on the site.
6. Details indicating proposals to remove all contaminated ground on site shall be submitted to and approved by the local planning authority before development commences on the site.
7. 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.

Dated

30 October 1989

Signed



Designation Chief Planning Officer

DATED 30th October 1989

ICKNIELD INVESTMENTS LIMITED

and

DACORUM BOROUGH COUNCIL

AGREEMENT

In connection with planning permissions
4/2148/88 and 4/2164/88 made under
Section 52 of the Town and Country Planning Act 1971
and Section 33 of the Local Government (Miscellaneous
Provisions) Act 1982 relating to land between Stag Lane
and Eddy Street Berkhamsted Hertfordshire

McKenna & Co
Inveresk House
1 Aldwych
London WC2R 0HF

Ref: APM/IIM-D0048

THIS AGREEMENT is made the *thirtieth* day of *October* 1989
BETWEEN ICKNIELD INVESTMENTS LIMITED of Icknield House 40 West Street
Dunstable Bedfordshire (hereinafter called "the Company") of the first part and
DACORUM BOROUGH COUNCIL of Civic Centre Hemel Hempstead HP1 1HH in the
County of Hertfordshire (hereinafter called "the Council") of the second part

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the town of Berkhamsted in the County of Hertfordshire and is a principal Council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) An Agreement (hereinafter called "the Original Agreement") dated 26th January 1988 was made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 between Hertfordshire County Council the Council Erostin Group PLC of Erostin House The Milton Keynes Marina Milton Keynes MK63 BY (hereinafter called "the Developer") (the Company's predecessor in title) and Aegon Insurance Co (UK) Limited whereby the Developer covenanted for itself and its successors in title to provide on the happening of certain events a household waste disposal site on land identified in the Original Agreement ("the Household Waste Site") to be used in substitution for the existing household waste site off St Johns Well Lane Berkhamsted
- (3) It is intended that by a Supplemental Agreement the Company and the Developer and any of their respective successors in title shall be relieved of any obligations they or any of them might have to provide the household waste disposal site on the land identified in the Original Agreement
- (4) The Company has made two applications (Local Authority References: 4/2148/88 and 4/2164/88) (hereinafter called "the Applications") for outline planning

permission to carry out commercial development (hereinafter called "the Development") on the land shown hatched green on the plan attached to the Original Agreement (hereinafter called "the Land")

- (5) Subject to the provisions of this Agreement the Council is satisfied that the Development is such as may be approved by the Council under the provisions of the Town and Country Planning Act 1971 and the Council is prepared to grant planning permissions for the Development subject to conditions (hereinafter called "the Planning Permissions")
- (6) The Council the Developer and the Company are desirous of entering into an Agreement for the purpose of regulating or facilitating the Development or use of the Land in the manner hereinafter provided

NOW THIS DEED WITNESSETH as follows

1. This Agreement is made pursuant to:-
 - (a) Section 52 of the Town and Country Planning Act 1971
 - (b) Section 33 of the Local Government (Miscellaneous Provisions Act) 1982
 - (c) Section 111 of the Local Government Act 1972
 - (d) all other powers enabling in that behalf
2. In consideration of the payment by the Company of the sum of Twenty five thousand pounds (£25,000) on the completion hereof the receipt of which the Council hereby acknowledges as a financial contribution towards the cost of provision of the Household Waste Site the Council hereby agrees that such payment shall be full and final payment accepted by it in substitution for the benefits which it could have received from the Company or the Developer or their respective successors in title pursuant to Clauses 2(u) and 2(v) and the 4th Schedule of the Original Agreement

agreement to provide
+ construct household
waste site.

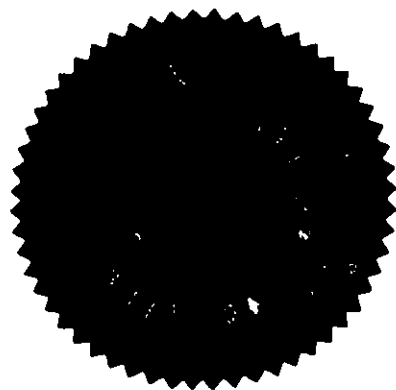
no trading at retail
warehouse until
H.W.S. open to public

- 3. It is hereby declared and agreed that Clauses 2(u) and 2(v) and the Fourth Schedule of the Original Agreement are revoked and cease to have effect
- 4. The Council covenants to the Company that the monies shall only be used for the purposes of providing the Household Waste Site in or around Berkhamsted which Household Waste Site shall replace the household waste disposal site situated off St Johns Well Lane Berkhamsted **SAVE THAT** if the Council for whatever reason is unable to provide the Household Waste Site as aforesaid then the monies may be used by the Council in the exercise of any other of its lawful powers or duties
- 5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power exercisable by it under the Town and Country Planning Act 1971 or under any other Act
- 6. It is hereby agreed between the parties hereto that the construction validity and performance of this Agreement shall be governed in all respects by English law

IN WITNESS 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 ICKNIELD)
INVESTMENTS LIMITED was hereunto)
affixed in the presence of:)

Director *E.A. White*
Secretary *[Signature]*

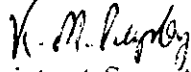


THE COMMON SEAL of DACORUM
BOROUGH COUNCIL was hereunto
affixed in the presence of:

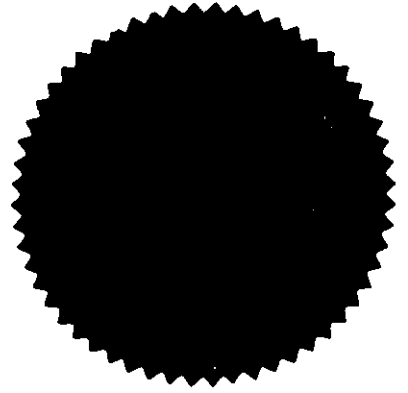
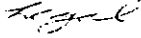
)
)
)



Chief Executive



Assistant Secretary
(Admin)



SEARCHED
SERIALIZED
INDEXED
7/22

DATED 30th October 1989

HERTFORDSHIRE COUNTY COUNCIL

- and -

DACORUM BOROUGH COUNCIL

- and -

ICKNIELD INVESTMENTS LIMITED

SUPPLEMENTAL AGREEMENT

McKenna & Co
Inveresk House
1 Aldwych
London WC2R 0HF

Ref: APM/IIM-D0049

THIS SUPPLEMENTAL AGREEMENT is made the *thirtieth* day of *October* 1989 BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall Herford 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 ICKNIELD INVESTMENTS LIMITED of Icknield House 40 West Street Dunstable Bedfordshire LU6 1TA (hereinafter called "the Company") of the third part

WHEREAS:

- (1) By an Agreement ("the Original Agreement") dated 26th January 1988 made pursuant to Section 52 of the Town and Country Planning Act 1971 between (inter alia) the County Council the Council and Erostin Group Plc whose registered office is at Erostin House The Milton Keynes Marina Milton Keynes MK6 3BY (hereinafter called "the Developer") the Developer covenanted on its behalf and on behalf of its successors in title on the happening of certain events to provide construct and maintain a household waste site on land identified in that Original Agreement (hereinafter called "the Land")
- (ii) The Company is the successor in title of the Developer
- (iii) The owner of the Land has refused to sell the Land to either the Developer or the Company
- (iv) This Agreement is supplemental to the Original Agreement and is made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS DEED WITNESSETH as follows:-

INTRODUCTION

- 1.1 Save as otherwise specified or defined herein or where the context otherwise requires the terms and expressions used in this Supplemental Agreement shall bear the meaning ascribed to them in the Original Agreement

1.2 Save as set out herein the Original Agreement shall remain in full force and effect

REVOCATION

2. As from the date hereof Clauses 2(u) and 2(v) and the Fourth Schedule of the Original Agreement are revoked and shall cease to have effect

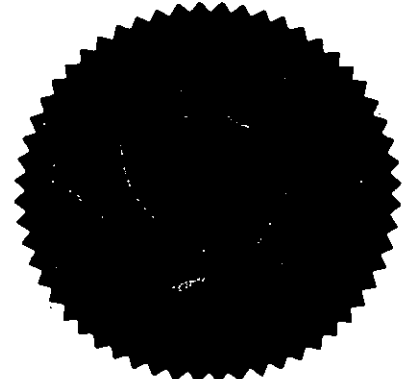
LOCAL LAND CHARGE

3. The Council shall procure the variation of the Local Land Charge registered pursuant to Clause 7 of the Original Agreement in order to reflect this Supplemental Agreement

IN WITNESS 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:)

Andrew L. Layton
Principal Assistant
County Secretary

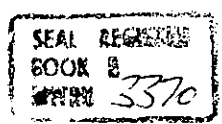
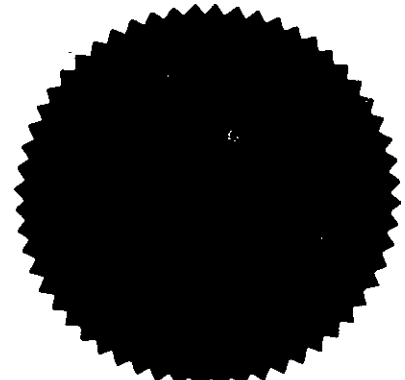


219

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

[Signature]
Chief Executive

K. M. Puyton
Secretary ASSISTANT SECRETARY
(LEGAL)



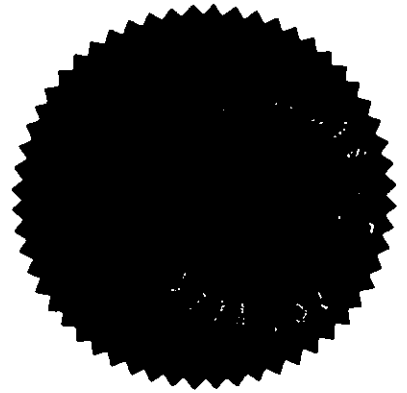
THE COMMON SEAL of)
ICKFIELD INVESTMENTS LIMITED)
was hereunto affixed in the)
presence of:)

Director

L. A. White

Secretary

A. L. ...



DATED 30th October 1989

ICKNIELD INVESTMENTS LIMITED

and

DACORUM BOROUGH COUNCIL

AGREEMENT

In connection with planning permissions
4/2148/88 and 4/2164/88 made under
Section 52 of the Town and Country Planning Act 1971
and Section 33 of the Local Government (Miscellaneous
Provisions) Act 1982 relating to land between Stag Lane
and Eddy Street Berkhamsted Hertfordshire

McKenna & Co
Inveresk House
1 Aldwych
London WC2R 0HF

Ref: APM/IIM-D0048

THIS AGREEMENT is made the *thirtieth* day of *October* 1989
BETWEEN ICKNIELD INVESTMENTS LIMITED of Icknield House 40 West Street
Dunstable Bedfordshire (hereinafter called "the Company") of the first part and
DACORUM BOROUGH COUNCIL of Civic Centre Hemel Hempstead HP1 1HH in the
County of Hertfordshire (hereinafter called "the Council") of the second part

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the town of Berkhamsted in the County of Hertfordshire and is a principal Council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
- (2) An Agreement (hereinafter called "the Original Agreement") dated 26th January 1988 was made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 between Hertfordshire County Council the Council Erostin Group PLC of Erostin House The Milton Keynes Marina Milton Keynes MK63 BY (hereinafter called "the Developer") (the Company's predecessor in title) and Aegon Insurance Co (UK) Limited whereby the Developer covenanted for itself and its successors in title to provide on the happening of certain events a household waste disposal site on land identified in the Original Agreement ("the Household Waste Site") to be used in substitution for the existing household waste site off St Johns Well Lane Berkhamsted
- (3) It is intended that by a Supplemental Agreement the Company and the Developer and any of their respective successors in title shall be relieved of any obligations they or any of them might have to provide the household waste disposal site on the land identified in the Original Agreement
- (4) The Company has made two applications (Local Authority References: 4/2148/88 and 4/2164/88) (hereinafter called "the Applications") for outline planning

- permission to carry out commercial development (hereinafter called "the Development") on the land shown hatched green on the plan attached to the Original Agreement (hereinafter called "the Land")
- (5) Subject to the provisions of this Agreement the Council is satisfied that the Development is such as may be approved by the Council under the provisions of the Town and Country Planning Act 1971 and the Council is prepared to grant planning permissions for the Development subject to conditions (hereinafter called "the Planning Permissions")
- (6) The Council the Developer and the Company are desirous of entering into an Agreement for the purpose of regulating or facilitating the Development or use of the Land in the manner hereinafter provided

NOW THIS DEED WITNESSETH as follows

1. This Agreement is made pursuant to:-
 - (a) Section 52 of the Town and Country Planning Act 1971
 - (b) Section 33 of the Local Government (Miscellaneous Provisions Act) 1982
 - (c) Section 111 of the Local Government Act 1972
 - (d) all other powers enabling in that behalf
2. In consideration of the payment by the Company of the sum of Twenty five thousand pounds (£25,000) on the completion hereof the receipt of which the Council hereby acknowledges as a financial contribution towards the cost of provision of the Household Waste Site the Council hereby agrees that such payment shall be full and final payment accepted by it in substitution for the benefits which it could have received from the Company or the Developer or their respective successors in title pursuant to Clauses 2(u) and 2(v) and the 4th Schedule of the Original Agreement

reg monies to provide
+ consi dted household
waste site

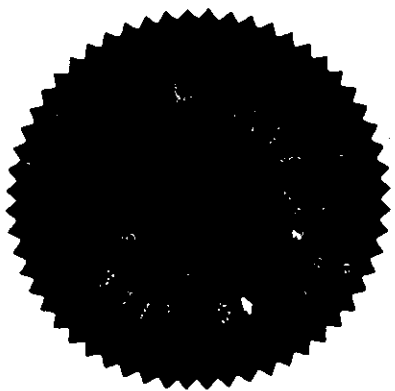
no working at actual
warehouse until
H.W.S. open to public

- 3. It is hereby declared and agreed that Clauses 2(u) and 2(v) and the Fourth Schedule of the Original Agreement are revoked and cease to have effect
- 4. The Council covenants to the Company that the monies shall only be used for the purposes of providing the Household Waste Site in or around Berkhamsted which Household Waste Site shall replace the household waste disposal site situated off St Johns Well Lane Berkhamsted **SAVE THAT** if the Council for whatever reason is unable to provide the Household Waste Site as aforesaid then the monies may be used by the Council in the exercise of any other of its lawful powers or duties
- 5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power exercisable by it under the Town and Country Planning Act 1971 or under any other Act
- 6. It is hereby agreed between the parties hereto that the construction validity and performance of this Agreement shall be governed in all respects by English law

IN WITNESS 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 ICKNIELD)
INVESTMENTS LIMITED was hereunto)
affixed in the presence of:)

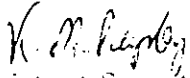
Director LA Glin
Secretary [Signature]



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

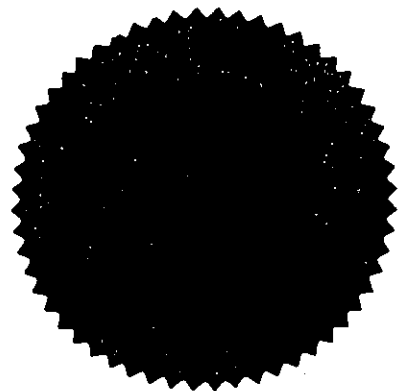


Chief Executive

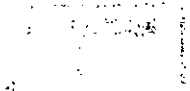


Assistant Secretary
(Admin)

Time



NORTHGATE
DOCUMENT STAMPED
TO ENSURE DETECTION
BY SCANNER



DATED 30th October 1989

HERTFORDSHIRE COUNTY COUNCIL

- and -

DACORUM BOROUGH COUNCIL

- and -

ICKNIELD INVESTMENTS LIMITED

SUPPLEMENTAL AGREEMENT

McKenna & Co
Inveresk House
1 Aldwych
London WC2R 0HF

Ref: APM/IIM-D0049

THIS SUPPLEMENTAL AGREEMENT is made the *thirtieth* day
of *October* 1989 BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County
Hall Herford 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 ICKNIELD INVESTMENTS LIMITED of Icknield House 40 West Street
Dunstable Bedfordshire LU6 1TA (hereinafter called "the Company") of the third part

WHEREAS:

- (1) By an Agreement ("the Original Agreement") dated 26th January 1988 made pursuant to Section 52 of the Town and Country Planning Act 1971 between (inter alia) the County Council the Council and Erostin Group Plc whose registered office is at Erostin House The Milton Keynes Marina Milton Keynes MK6 3BY (hereinafter called "the Developer") the Developer covenanted on its behalf and on behalf of its successors in title on the happening of certain events to provide construct and maintain a household waste site on land identified in that Original Agreement (hereinafter called "the Land")
- (ii) The Company is the successor in title of the Developer
- (iii) The owner of the Land has refused to sell the Land to either the Developer or the Company
- (iv) This Agreement is supplemental to the Original Agreement and is made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS DEED WITNESSETH as follows:-

INTRODUCTION

- 1.1 Save as otherwise specified or defined herein or where the context otherwise requires the terms and expressions used in this Supplemental Agreement shall bear the meaning ascribed to them in the Original Agreement

1.2 Save as set out herein the Original Agreement shall remain in full force and effect

REVOCATION

2. As from the date hereof Clauses 2(u) and 2(v) and the Fourth Schedule of the Original Agreement are revoked and shall cease to have effect

LOCAL LAND CHARGE

3. The Council shall procure the variation of the Local Land Charge registered pursuant to Clause 7 of the Original Agreement in order to reflect this Supplemental Agreement

IN WITNESS 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:)

Andrew Z. Lajth
Principal Assistant
County Secretary

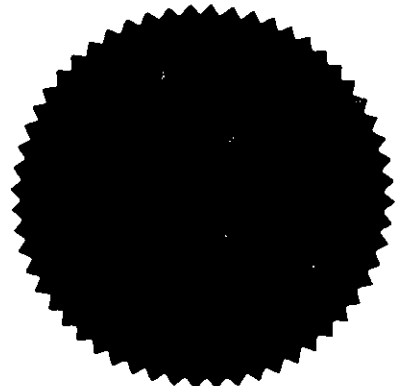


219

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

[Signature]
Chief Executive

K. M. Pugh
Secretary ASSISTANT SECRETARY
(LEGAL)



SEAL REGISTERED
BOOK 8
PAGE 3370

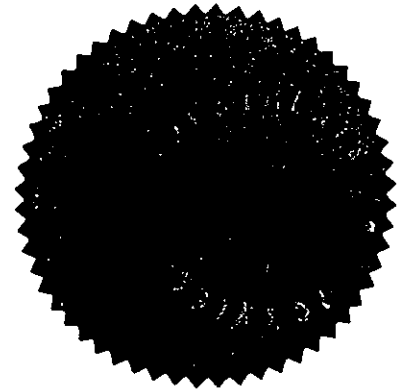
THE COMMON SEAL of)
ICKFIELD INVESTMENTS LIMITED)
was hereunto affixed in the)
presence of:)

Director

L.A. Cha

Secretary

Alroy



**NORTHGATE
DOCUMENT STAMPED
TO ENSURE DETECTION
BY SCANNER**