

JMC

AREA SUB-COMMITTEE
(No.1) 11.1.95

M.312

THIS AGREEMENT is made the 4 day of March 1996

BETWEEN TINA SUZANNE MILLER of The Stables Pedlars Lane Therfield Hertfordshire ("the Owner") of the first part and NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices Gernon Road Letchworth Hertfordshire SG6 3JF ("the Council") of the second part

WHEREAS

- (1) The Council is the Local Planning Authority for the land hereinafter mentioned for the purposes of the Town and Country Planning Act 1990 ("the Act")
- (2) The Owner is the estate owner in fee simple in possession of the land situate at Tuthill Farm Kelshall Road Therfield Hertfordshire ("the Land") and shown edged red on the attached plan for the purposes of identification only
- (3) The Land is adjacent to land at OS319 Fronting Kelshall Road Therfield Hertfordshire which is the subject to a planning agreement dated 6th August 1993 and made between David Miller (1) and North Hertfordshire District Council (2)
- (4) Further development has taken place at land at OS319 Fronting Kelshall Road Therfield Hertfordshire and the planning agreement dated 6th August 1993 is to be varied to permit this development subject to inter alia planting and maintenance requirements
- (5) The Owner has agreed to enter into this Agreement to ensure that the planting and maintenance requirements in relation to (4) above are adhered to in so far as they relate to the land referred to in (2) above

IT IS AGREED AS FOLLOWS:-

1. THIS Agreement is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that section which shall apply to the covenants hereinafter contained

2. The Owner covenants with the Council as follows:-

Not to use that part of the Land edged red on the attached plan for any purpose other than as a landscaped area subject to planting and maintenance requirements as set out in the Schedule hereto

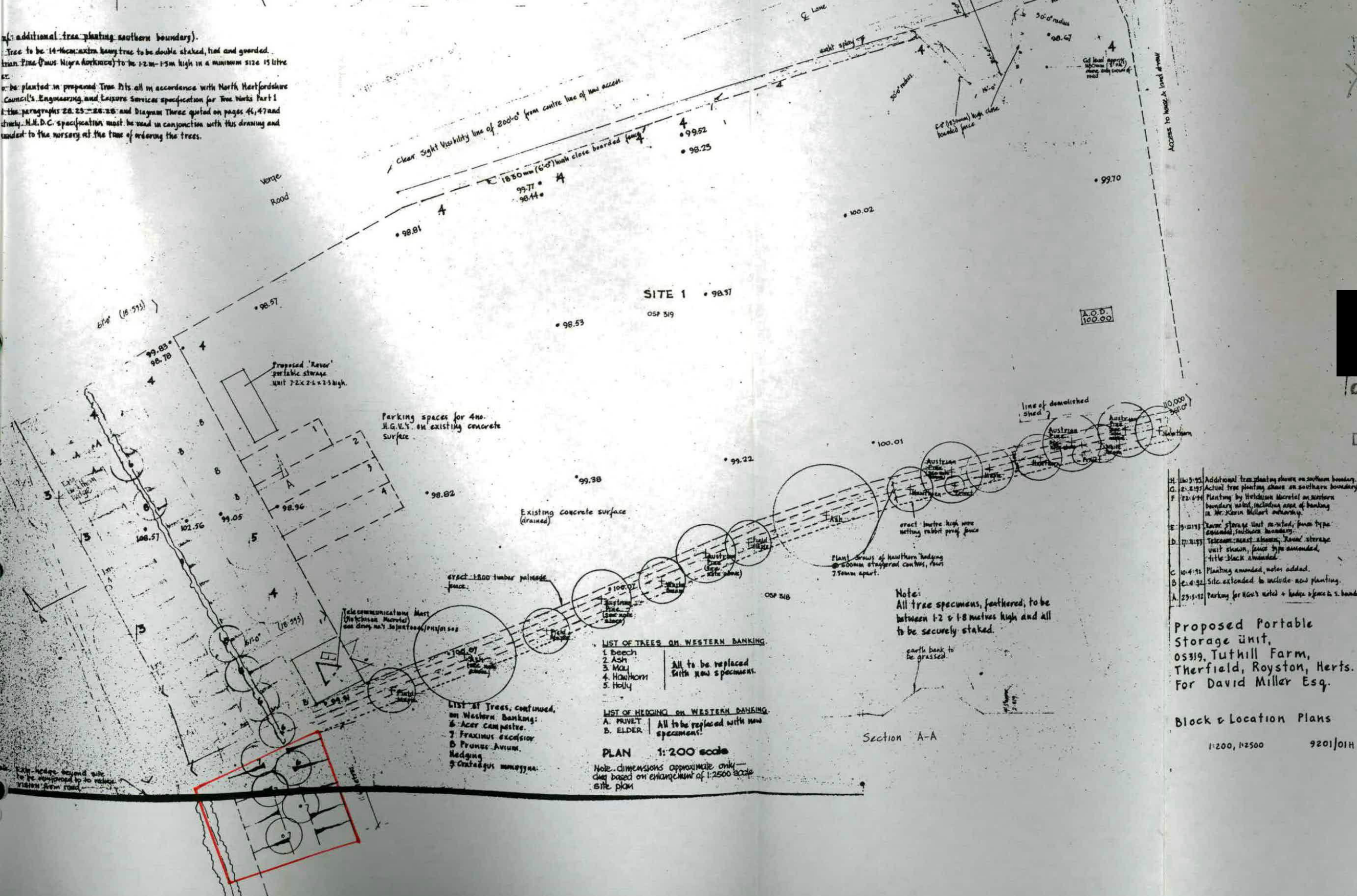
3. In the interpretation of this deed (a) all references to the Owner shall where the context so admits be deemed to include her successors in title and assigns and (b) so far as the context requires
- (i) all references to the Owner in the singular shall include the plural
 - (ii) words importing the masculine gender shall include the feminine and
 - (iii) the persons named as Owner (if more than one) shall be treated as jointly and severally liable in respect of the above covenant

SCHEDULE

1. 5 trees shall be planted on the land within a period of 6 months of the date of this Agreement or such longer period as may be agreed in writing by the Council in accordance with the details specified on drawing no. 9201/01H annexed hereto and thereafter shall be maintained for a period of five years from the date of this Agreement in compliance with the following operations:-
- (i) An area at least one metre square around the bases of the trees shall be cleared of weeds at least 5 times during each calendar year and at not less than intervals of 6 weeks
 - (ii) Stakes and ties shall be adjusted as necessary and be removed on establishment of the trees
 - (iii) The trees shall be irrigated as and when required to ensure proper establishment



24: additional tree planting southern boundary).
Tree to be 14'6cm extra heavy tree to be double staked, had and guarded.
Tree Pine (Pinus Nigra Arbuscula) to be 1.2m - 1.5m high in a minimum size 15 litre
25:
to be planted in prepared Tree Pits all in accordance with North Hertfordshire
Council's Engineering and Leisure Services specification for Tree Works Part 1
the paragraphs 28.25 - 28.26 and Diagram Three quoted on pages 46, 47 and
strictly M.H.C. specification must be read in conjunction with this drawing and
tender to the nursery at the time of ordering the trees.



~~TSIP~~

CHAIRMAN OF THE COUNCIL

[REDACTED]

Duly Authorised Officer

- H. 16.3.95 Additional tree planting shown on southern boundary.
- G. 21.2.95 Actual tree planting shown on southern boundary.
- F. 22.6.96 Planting by Hilderson Macriol on western boundary noted, including area of banking in Mr. Kevin Willott's orchard.
- E. 9.12.97 Excav. storage unit re-sited, fence type amended, southern boundary.
- D. 17.2.98 Telamon re-sited, storage unit shown, fence type amended, title block amended.
- C. 10.4.98 Planting amended, notes added.
- B. 2.4.98 Site extended to include new planting.
- A. 23.5.98 Parking for Kew's noted & hedge replaced to S. boundary.

Proposed Portable
Storage Unit,
05319, Tuthill Farm,
Therfield, Royston, Herts.
For David Miller Esq.

Block & Location Plans

1:200, 1:2500

9201/01H

(iv) Any tree which dies or fails to establish during the maintenance period for 5 years shall be replaced with another of the same species and planting size as soon as reasonably practicable

2. None of the trees referred to above shall be felled lopped topped uprooted removed or otherwise destroyed or killed other than with the agreement in writing of the Council

IN WITNESS whereof the Owner has signed this instrument as a Deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

SIGNED AS A DEED
by the said
TINA SUZANNE MILLER
in the presence of:-

)
)
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)

X

[Redacted signature]

W
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T
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S

Name
Address

[Redacted witness details]

[Redacted witness details]

THE COMMON SEAL of NORTH
HERTFORDSHIRE DISTRICT
COUNCIL was hereunto
affixed in the presence of:-

)
)
)
)

[Redacted signature]

Chairman

[Redacted signature]

Duly Authorised Officer



DATED

4 March

1996

NORTH HERTFORDSHIRE DISTRICT
COUNCIL

and

TINA SUZANNE MILLER

AGREEMENT

under Section 106 of the Town and Country
Planning Act 1990

in respect of land at Tuthill Farm Kelshall Road
Therfield Hertfordshire

P G DEVONALD Solicitor
North Hertfordshire District Council
Council Offices
Gernon Road
Letchworth
Hertfordshire SG6 3JF

THIS DEED OF VARIATION is made the 4th March 1996
BETWEEN David Miller of 3 Bell Terrace Therfield Royston Hertfordshire ("the Owner") of the one
part and North Hertfordshire District Council of Council Offices Gernon Road Letchworth
Hertfordshire ("the Council") of the other part

WHEREAS

- (1) This deed is supplemental to an Agreement dated the 6th August 1993 and made between the Owner of the one part and the Council of the other part ("the Agreement") and relating to land at Tuthill Farm Kelshall Road Therfield Hertfordshire shown edged red on Plan number 9201/01H and thereafter known as plan number 1 ("Plan 1") ("the Land")
- (2) The Owner desires to site a telecommunications mast upon the Land which would have permitted development rights under the Town and Country General Development Order 1988 (as amended) as shown in Plans numbered 30/HRT0046/PH3/01 and 02 respectively and thereafter known as plans numbered 1 and 2 annexed hereto ("Plans 2 and 3")
- (3) The Owner has made an application for planning permission (Dated: 18 November 1993 Reference No: 93/1303/1) to site a portable storage unit on the Land in the position indicated in brown on Plan 1
- (4) The parties have agreed that the Agreement should be varied in the terms hereinafter contained and that the plans 1 2 and 3 annexed hereto (the plans) shall be substituted for the plan annexed to the Agreement

NOW THIS DEED WITNESSETH as follows

1. This Deed is made pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 which sections shall apply to this Deed
2. The plans shall be substituted for the plan annexed to the Agreement

3. Clause 3(a) of the Agreement shall be varied to permit the siting of a telecommunication mast not exceeding a height of 15 metres (excluding lightning spikes) as shown in Plans 2 and 3 and on the area coloured green on Plan 1 and not upon any other location on the Land and subject to the planting and maintenance requirements contained within the First Schedule hereto
4. Clause 3(b) of the Agreement shall be varied to allow the use of that part of the Land coloured blue on Plan 1 to include the siting of a portable storage unit (measuring 7.2 x 2.6 x 2.3 metres) on the area coloured brown on Plan 1 and not upon any other location on the Land and subject to the conditions contained within the Second Schedule hereto.
5. In all other respects the Agreement (dated the 6th August 1993) and every part thereof shall continue in full force and effect and be binding on the respective parties and their successors in title

IN WITNESS whereof the Owner has signed this instrument as a Deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

FIRST SCHEDULE

1. The 6 trees and 130 hedging plants on the earth embankment at the western end of the Land and the 6 additional trees adjacent to the southern boundary of the Land and shown coloured red on Plan 1 shall be planted within a period of 6 months of the date of this Deed, or such longer period as may be agreed in writing by the Council, in accordance with the details specified on Plan 1 and thereafter this planting together with the existing 12 trees and three rows of hawthorn hedging adjacent to the southern boundary shall be maintained for a period of five years from the date of this Deed or of the original planting whichever is the later in compliance with the following operations:-

- (i) The hedge planting beds and an area at least one metre square around the bases of all trees shall be cleared of weeds at least five times during each calendar year at not less than intervals of 6 weeks
 - (ii) Stakes and ties shall be adjusted as necessary and be removed on establishment of the trees
 - (iii) All trees and hedging plants shall be irrigated as and when required to ensure proper establishment
 - (iv) Any tree or hedging plant which dies or fails to establish during the said maintenance period shall be replaced with another of the same species and planting size as soon as reasonably practicable.
2. None of the trees or hedging plants shown on Plan 1 and referred to above shall be felled, lopped, topped, uprooted, removed or otherwise destroyed or killed other than with the agreement, in writing, of the Council.

SECOND SCHEDULE

1. The portable storage unit shall remain on the Land only during the use of the adjacent area of the site for the parking of four heavy goods vehicles in accordance with the terms of planning permission reference no. 92/0143/1. Upon the cessation of that use the portable storage unit shall be removed from the Land unless the Council has expressed in writing its agreement for the unit to be retained thereon.
2. The portable storage unit shall not be used otherwise than for the storage purposes wholly ancillary to the lawful uses of the Land.

[Redacted]

(Signed as a DEED
(by the said David Miller
(in the presence of:-

Name

Address

Occupation BUILDER

(THE COMMON SEAL OF
(NORTH HERTFORDSHIRE
(DISTRICT COUNCIL

(was hereunto affixed
(in the presence of:-

[Redacted]

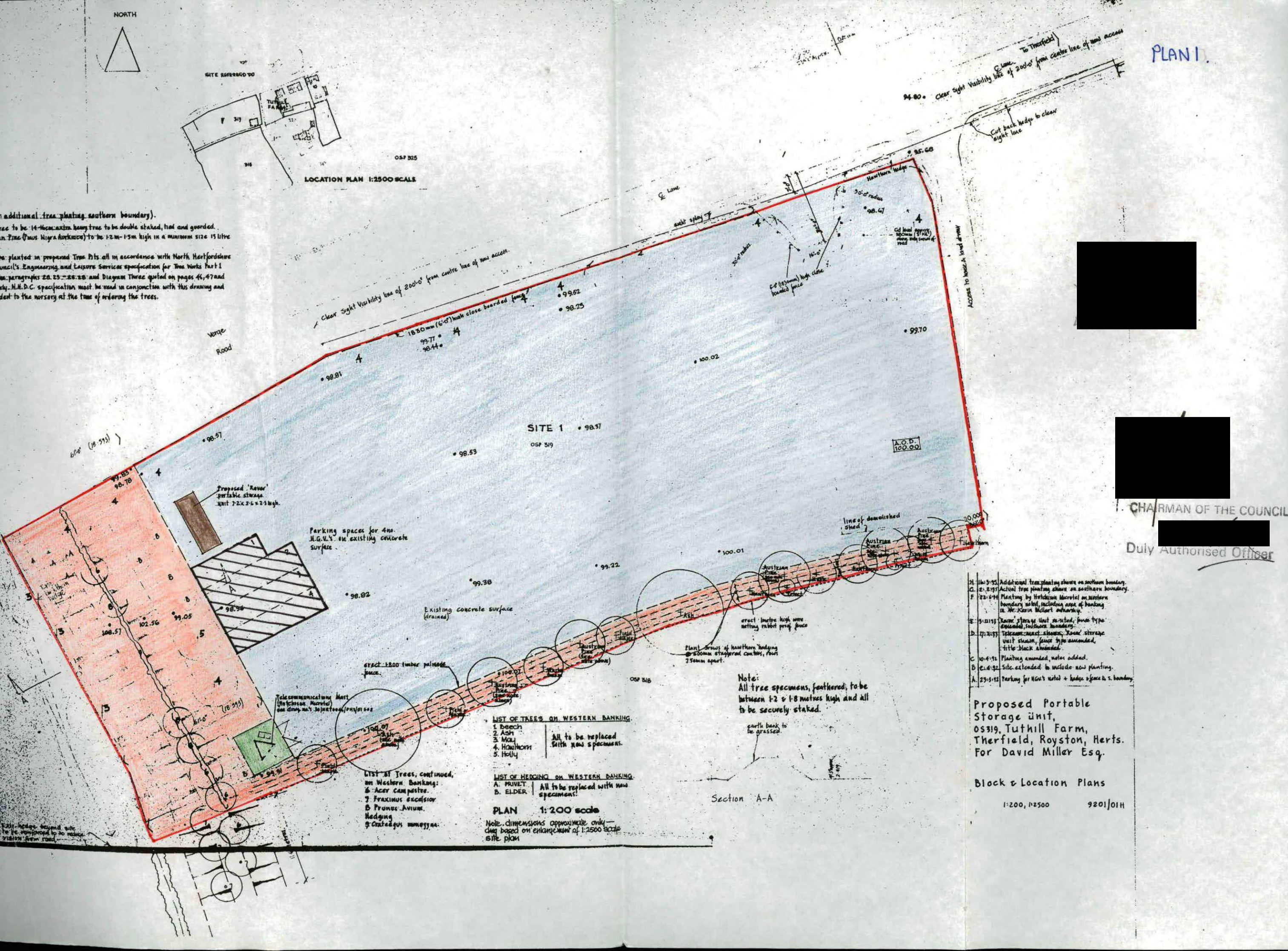
Chairman

[Redacted]

Duly Authorised Officer



122714



additional tree planting southern boundary).
 tree to be 14 Nos extra heavy tree to be double staked, tied and guarded.
 in Pine (Pinus nigra Arvensis) to be 12m-15m high in a minimum size 15 litre
 re: planted in prepared Tree Pits all in accordance with North Hertfordshire
 Council's Engineering and Leisure Services specification for Tree Works Part 1
 paragraphs 2.8.25-2.8.28 and Diagram Three quoted on pages 46, 47 and
 etc. N.H.D.C. specification must be read in conjunction with this drawing and
 sent to the nursery at the time of ordering the trees.

CHAIRMAN OF THE COUNCIL
 [Redacted]
 Duty Authorised Officer

- H. 16.3.95 Additional tree planting shown on southern boundary.
- G. 2.8.97 Actual tree planting shown on southern boundary.
- F. 22.6.96 Planting by Hutchinson Macriol on southern boundary noted, including area of banking in Mr. Kevin Millard's orchard.
- E. 3.11.95 'Kew' storage unit re-sited, fence type amended, southern boundary.
- D. 17.3.95 Telecommunications Mast, 'Kew' storage unit shown, fence type amended, title block amended.
- C. 10.4.95 Planting amended, notes added.
- B. 2.4.92 Site extended to include new planting.
- A. 23.5.92 Parking for H.G.V. noted + hedge & fence to S. boundary.

Proposed Portable Storage Unit,
 OS319, Tuthill Farm,
 Therfield, Royston, Herts.
 For David Miller Esq.

Block & Location Plans
 1:200, 1:2500 9201/01H

- LIST OF TREES ON WESTERN BANKING
1. Beech
 2. Ash
 3. Hawthorn
 4. Hawthorn
 5. Holly
- All to be replaced with new specimens.

- LIST OF HEDGING ON WESTERN BANKING
- A. PRIVET
 - B. ELDER
- All to be replaced with new specimens.

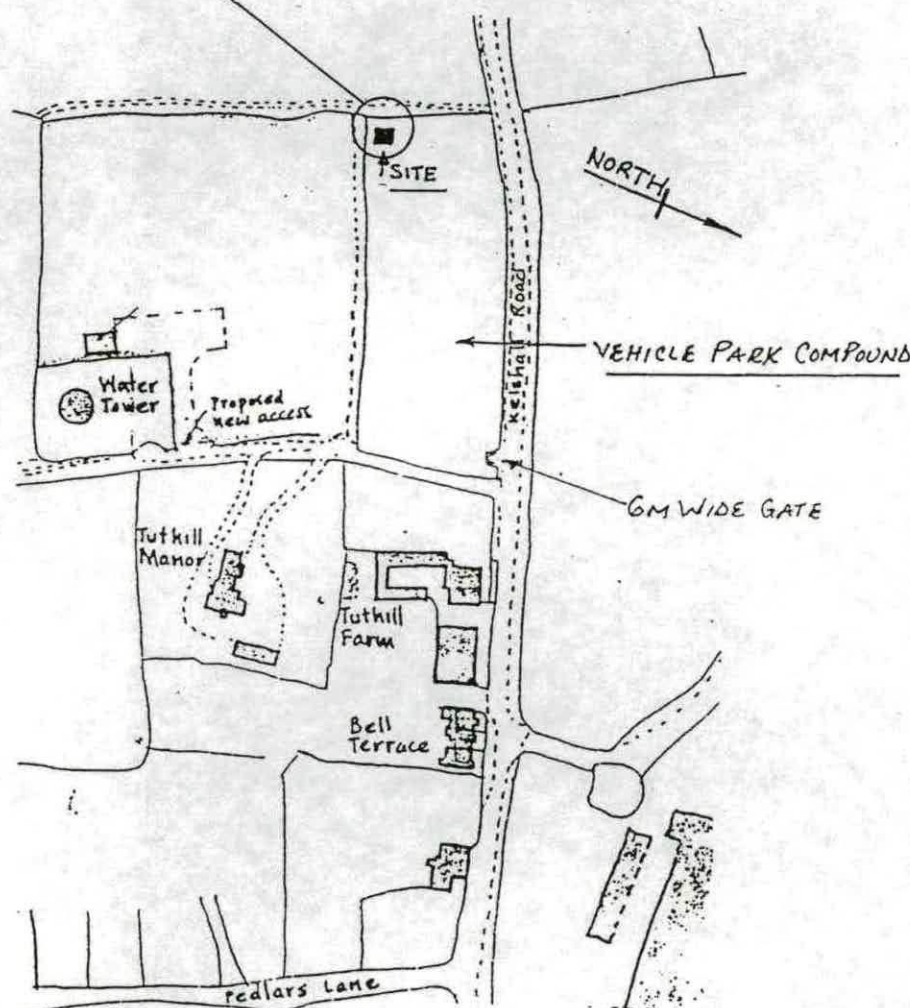
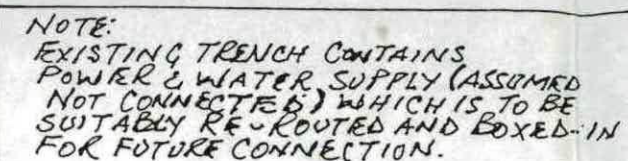
PLAN 1:200 scale
 Note: dimensions approximate only -
 checked based on enlargement of 1:2500 scale
 site plan

Note:
 All tree specimens, feathered, to be
 between 1.2 & 1.8 metres high and all
 to be securely staked.

Section A-A

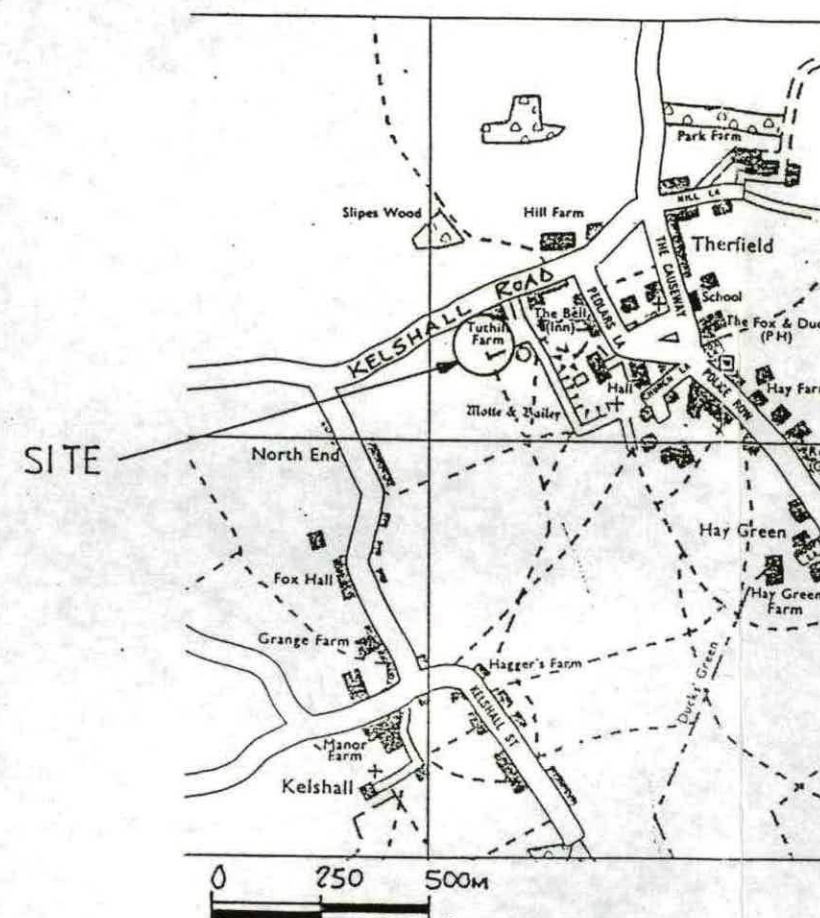
NOTES

See drawing no. 02



SITE PLAN

(1:2500)



LOCATION PLAN

CHAIRMAN OF THE COUNCIL

Duly Authorised Officer



NOT SCALE 4444 / 218

LEVANT BS STANDARDS	BS 308	BS 3429
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OSCAR FABER

Scar Faber Consulting Engineers Limited
Marlborough House, Upper Marlborough Road
St Albans, Herts. AL1 3UI
Tel: 081-784 5784 Fax: 081-784 5700

1	ISSUED FOR COMMENTS	188	6.93	Q
REV	DESCRIPTION	BY	DATE	CHKD

TITLE TUTHILL FARM, THERSFIELD
ROYSTON, HERTS.

LOCATION AND SITE PLAN

CELL N° HRT0046 ARTEMIS N° 2527

SCALE
AS NOTED

DRAWN *[Signature]*
DATE JUNE 193

CHECKED	<i>[Signature]</i>
DATE	JUNE 7 93

APPROVED
DATE
JUNE '93



Hutchison
Microtel ©

ST JAMES COURT
GREAT PARK ROAD
ALMONDSBURY
BRISTOL BS12 4QJ

TEL. 0454 618500
FAX 0454 618501

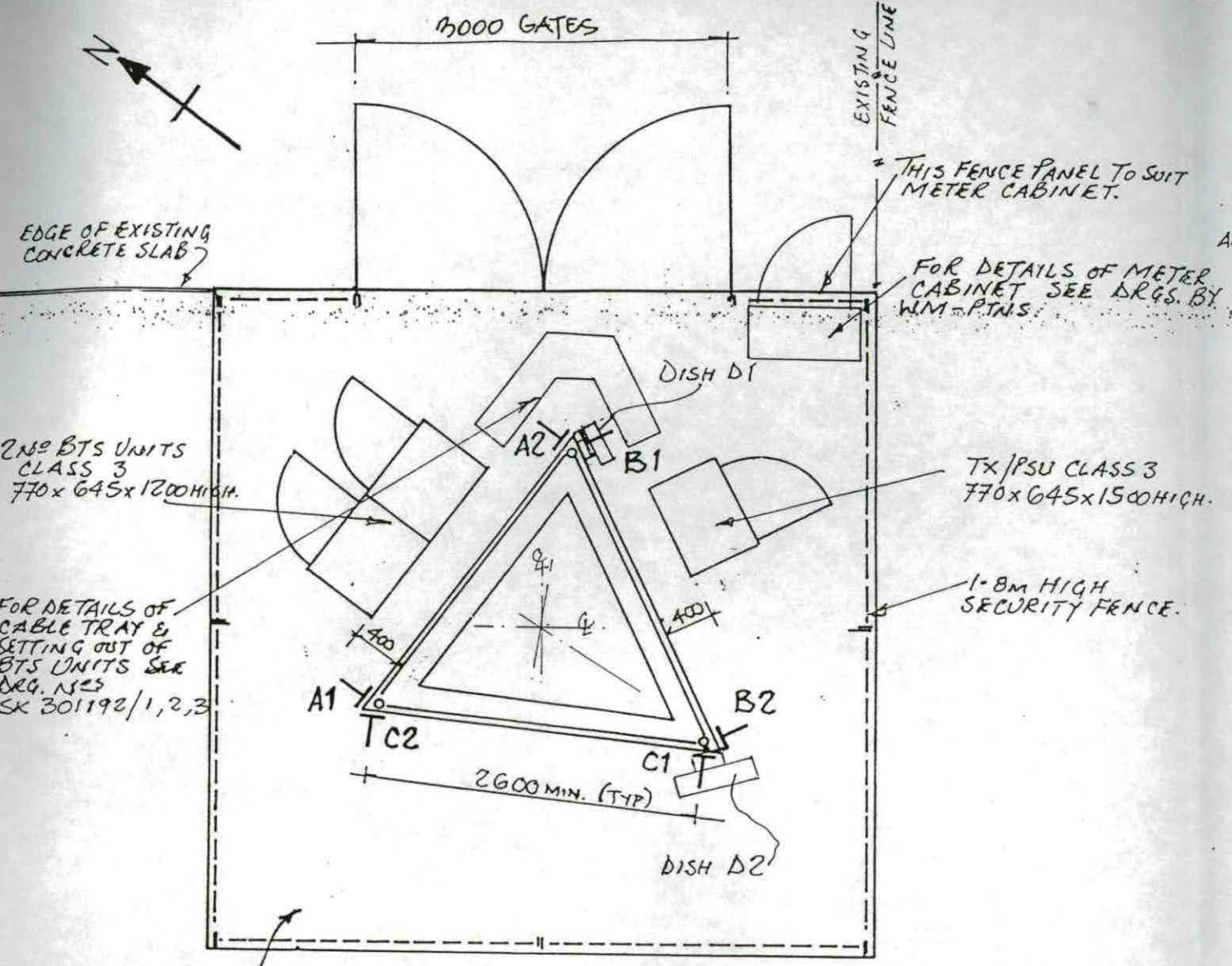
DRAWING NUMBER
30/HRT0046/PH3/01

- 1 All work to be carried out in accordance with the specification.
- 2 All dimensions in mm. Work to figures dimensions only. All dimensions to be checked on site prior to construction.
- 3 Painting and preparation of steelwork to be in accordance with the specification.
- 4 For grades of concrete and steelwork refer to the specification.
- 5 Fixings to be installed in accordance with manufacturer's instructions.
- 6 For details of antennas refer to drawing no. 10/1174/1X and 10/1175/1X.
- 7 For details of transmission dishes refer to drawing no. 10/1170/1X
- 8 For details of standard antenna mounting pole refer to drawings no. 10/1235/4X.
- 9 For details of BTS Units refer to drawings nos. 10/1231/2X, 10/1229/1X and 10/1321/1X.
- 10 For details of security fence refer to drawing no. 10/1156/1X
- 11 For details of cable ducts, isolator and meter cabinet refer to M & E drawings by W-M Partnership. Where meter cabinet is set into security fence refer to drawing no. 10/1224/1X.
- 12 For details of mast and foundation refer to BTS..... series of drawings by John Allen Associates for R & T Swann Ltd. Also see Recommended Procedure for the Assembly of Foundation Stub/Grillages booklet by R & T Swann Ltd.

Other Oscar Faber drawings which are relevant to this site:

30/HRT0046/PH3/01

CHAIRMAN OF THE COUNCIL DISTRICT COUNCIL
Duly Authorised Officer
25 OCT 1993
9. 0243 1 PM



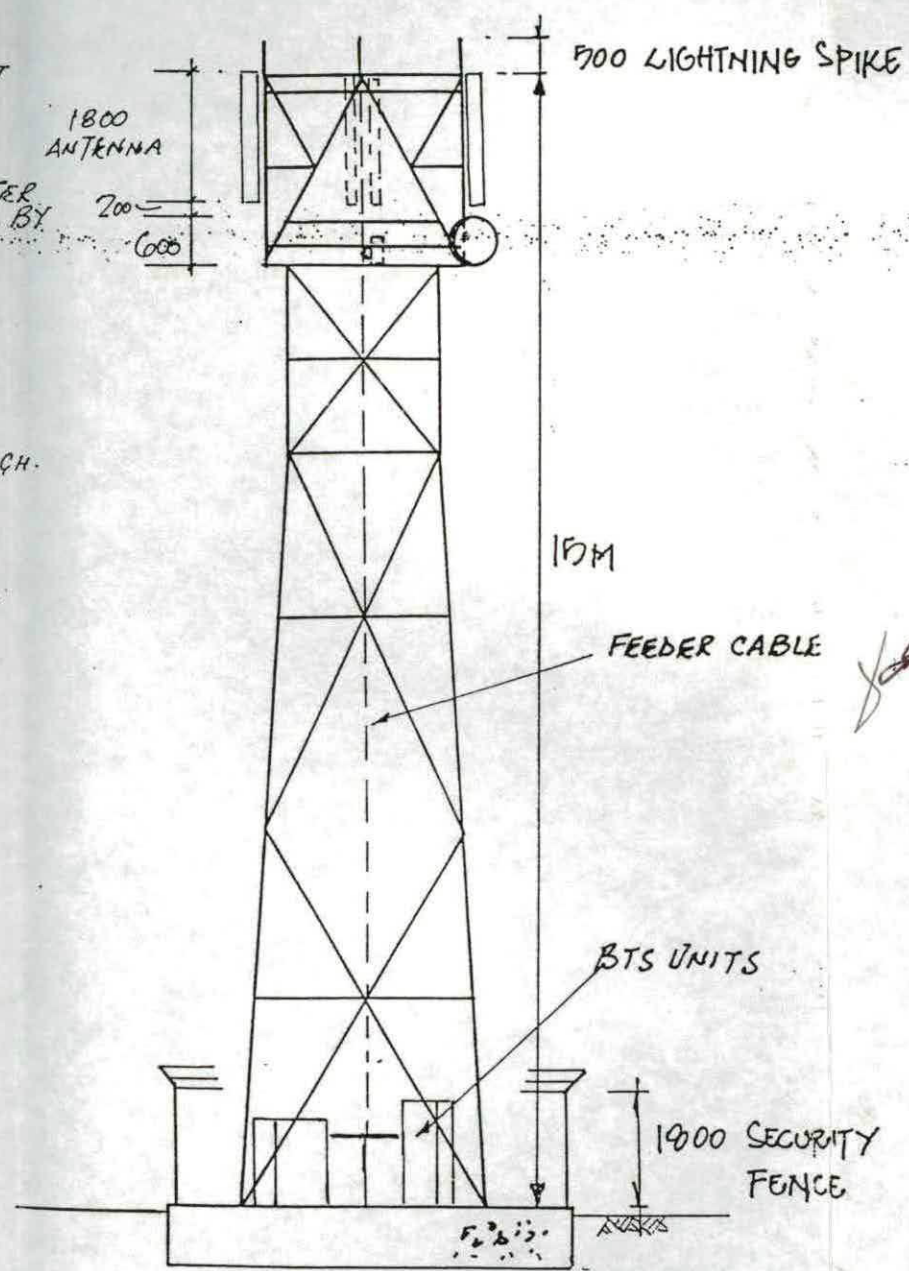
5.3m x 5.3m CONCRETE BASE.

ANTENNAS A1 & A2 AT 0°
B1 & B2 AT 120°
C1 & C2 AT 240°

DISHES - D1 AT 120°; 300mm DIA.
D2 AT 220°; 600mm DIA.

MAXIMUM LENGTH OF FEEDER CABLE RUN = 20M.

PLAN ON ENCLOSURE (1:50)



WEST ELEVATION (1:100)

COMMERCIAL IN CONFIDENCE
DO NOT SCALE 4444 / 218
RELEVANT BS STANDARDS BS 308 BS 3429

OSCAR FABER

Oscar Faber Consulting Engineers Limited
Marlborough House, Upper Marlborough Road,
St Albans, Herts. AL1 3UJ
Tel: 081-784 5784 Fax: 081-784 5700

REV	DESCRIPTION	BY	DATE	CHECKED
1	ISSUED FOR COMMENTS	EF	6-93	CE

TITLE TUTHILL FARM, THERSFIELD
ROYSTON, HERTS,
MAST PLAN & ELEVATION

CELL NO HRT0046 ARTEMIS NO 2527

SCALE	DRAWN	CHECKED	APPROVED
AS NOTED	EF	CE	MM
DATE	DATE	DATE	DATE
JUNE '93	JUNE '93	JUNE '93	JUNE '93

Hutchison
Microtel
St JAMES COURT
GREAT PARK ROAD
ALMONDSBURY
BRISTOL BS12 4QJ
TEL. 0454 618500
FAX 0454 618501

DRAWING NUMBER
30/HRT0046/PH3/02

J.D.C./TUTHILL

THIS AGREEMENT is made the *6th* day of *August* 1993
BETWEEN **DAVID MILLER** (the Owner) of 3 Bell Terrace, Therfield, Royston,
Hertfordshire of the first part and **NORTH HERTFORDSHIRE DISTRICT COUNCIL**
of Council Offices, Gernon Road, Letchworth, Hertfordshire (the Council)
of the second part

W H E R E A S :

(1) The Council is the Local Planning Authority for the land hereinafter mentioned for the purposes of the Town and Country Planning Act 1990 (the Act)

(2) The Owner is the estate owner in fee simple in possession of the land (the Land) situate at Tuthill Farm, Kelshall Road, Therfield, Royston, Hertfordshire and shown edged red on the attached plan for the purposes of identification only

(3) An application for planning permission has been made to the Council dated the 10th day of February 1992 Reference Number 92/0143/1 to use the Land as an operating depot for heavy goods vehicles (the Development)

IT IS AGREED AS FOLLOWS

1. THIS Agreement is made pursuant to Section 106 of the Act which section shall apply to the covenants hereinafter contained

2. The Agreement dated 15th September 1978 made between the

North Hertfordshire District Council and R.D. Miller Esq and F.E.C. Miller Esq. and D.F. Miller and Sons Limited pursuant to Section 52 of the Town and Country Planning Act 1971 relating to the land is hereby revoked

3. The Owner covenants with the Council as follows:-

- (a) Not to use that part of the Land coloured red on the attached plan for any purpose other than as landscaped area
- (b) Not to use that part of the Land coloured blue on the attached plan for any purpose other than the storage of agricultural vehicles machinery and equipment which are used by the Owner in connection with the business carried out on the Land
- (c) Not to use that part of the Land hatched black on the attached plan for any purpose other than for parking of four heavy goods vehicles owned and operated by the Owner of the Land coloured blue

4. In the interpretation of this Deed (a) all references to the Owner shall where the context so admits be deemed to include their respective successors in title and assigns and (b) so far as the context requires

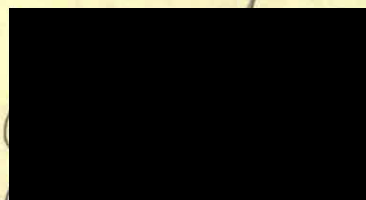
- (i) all references to the Owner and the Licensee in the singular shall include the plural
- (ii) words importing the masculine gender shall include the feminine and
- (iii) the persons named as Owner (if more than one) shall be treated as jointly and severally liable in respect of the above covenant

IN WITNESS whereof the Owner has signed this instrument as a Deed and the Council have caused its Common Seal to be hereunto affixed the day and year first before written

SIGNED as a DEED

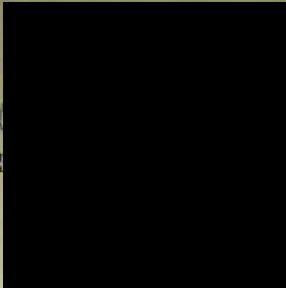
by the said DAVID MILLER

in the presence of:-

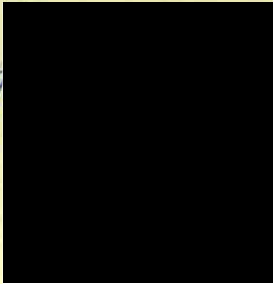


walkers solicitors
1/3 Lower King Street
Rayster Nets
Legal Assistant

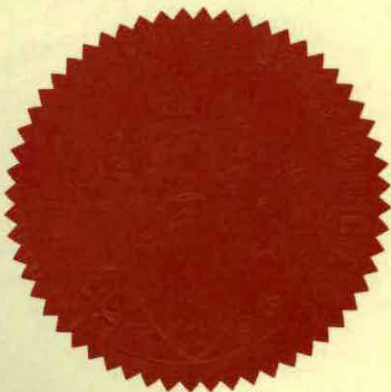
SIGNED as a DEED
by the said R.D. MILLE
in the presence of:-



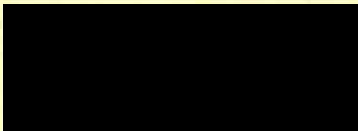
SIGNED as a DEED
by the said D.F. MILLER AND SONS
LIMITED in the presence of:-



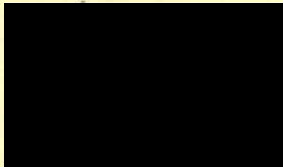
THE COMMON SEAL of
NORTH HERTFORDSHIRE DISTRICT
COUNCIL was hereunto affixed
in the presence of:-



121587



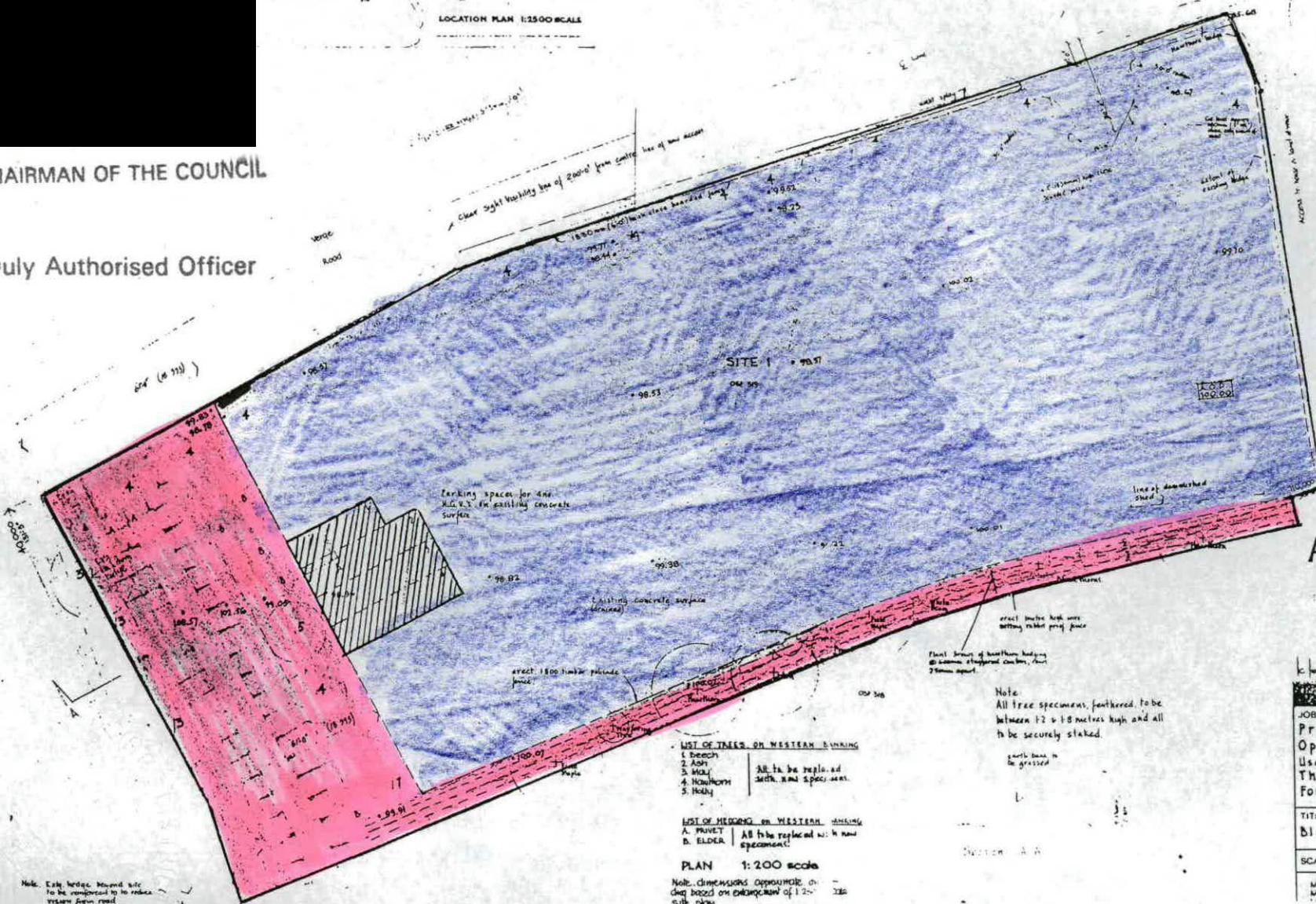
Vice-Chairman



Duly Authorised Officer



Duly Authorised Officer



AMENDED



K	10.4.71	Planting amended, notes added
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Proposed Vehicle
Operating Depot (additional
Use), Tuthill Farm,
Therfield, Royston, Herts.
For David Miller Esq.

TITLE	Block & Location Plans
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SCALE: 1:200, 1:350	DWG No 9201/010
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M.J. Wareham M.B.I.A.T.
Moycullen, Blacksmiths Lane, Reed, Royston,
Hertfordshire, SG8 6JH, U.K.

DATED

6th August

1993

NORTH HERTFORDSHIRE DISTRICT
COUNCIL

and

DAVID MILLER

AGREEMENT

under Section 106 of the Town and Country
Planning Act 1990

in respect of land at Tuthill Farm Kelshall Road
Therfield Royston Hertfordshire