

PA 11 to 13934

DATED 28th September 1989

HERTFORD COUNTY COUNCIL

- and -

WELWYN HATFIELD DISTRICT COUNCIL

- and -

BRITISH AEROSPACE PLC

- and -

BARCLAYS BANK PLC

AGREEMENT
under S.52 Town & Country Planning Act 1971
in relation to land at
St Albans Road Hatfield

McKENNA & Co

T H I S A G R E E M E N T is made the [28th] day of
[*September*] One Thousand Nine Hundred and Eighty Nine
B E T W E E N **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford
in the County of Hertford (hereinafter called "the County Council") of the first
part and **WELWYN HATFIELD DISTRICT COUNCIL** of Council Offices Welwyn
Garden City in the County of Hertford ("hereinafter called "the Council") of the
second part and **BRITISH AEROSPACE PLC** whose registered office is situate at
11 Strand London WC2N 5JT (hereinafter called "the Developer") of the third part
and **BARCLAYS BANK PLC** whose registered office is situate at 54 Lombard
Street London EC3 (hereinafter called "the Surety") of the fourth part

WHEREAS

1. The County Council is the Highway Authority for the A1001 St Albans Road West at Hatfield in the County of Hertford
2. The Council and the County Council are the Local Planning Authorities for the purposes of the Town and Country Planning Acts 1971 and 1972 (hereinafter called "the Act") for the area of land known as the Comet Site (hereinafter called "the Land") for the purposes of identification only shown edged red on the plan attached hereto marked DA111D (hereinafter called "the Plan") and also principal Councils within the meaning of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
3. The Developer has applied to the Council for Planning Permission under Application No.S6/161/89/FP for the development of the Land by erection of 4 Class B1 (business) buildings together with ancillary car parking new access and alterations to highway and landscaping at Comet Way Hatfield (hereinafter called "the Development") in accordance with the plans specifications and particulars deposited with the Council

- A)
4. The Council has resolved to grant planning permission for the Development described by the said Application No.S6/161/89/FP in the terms of the draft marked "the draft planning permission" annexed hereto subject to the prior execution of an Agreement under Section 52 of the Act in the terms hereinafter provided
 5. The Developer has agreed to carry out at its own expense the construction of a new highway and certain highway improvement works including ancillary and statutory undertakers works (hereinafter called "the Highway Works") on the terms conditions and stipulations hereinafter appearing
 6. The Developer has agreed to carry out at its own expense the demolition of certain properties on the Land and certain foul drainage works (hereinafter called "the Drainage Works") in order to facilitate the Development
 7. The Developer is entitled to the unencumbered freehold of the land edged blue on the Plan annexed hereto and the works are required to facilitate the development of the Land and warrants that it is in all respects capable of entering into this Agreement
 8. This Agreement is made pursuant to Section 52 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS AGREEMENT WITNESSETH as follows:

PLANNING PERMISSION

1. In the event that planning permission in the form of the draft planning permission is granted by the Council or by the Secretary of State for the Environment pursuant to Application No S6/161/89/PP (hereinafter called "the Planning Permission") and the Developer shall proceed to implement the Planning Permission then this Agreement shall have full force and effect but not otherwise

TOWN AND COUNTRY PLANNING ACTS 1971 - 1985

Erection of 4 B1 Class (Business) Buildings, together with ancillary car parking, new access and alterations to the highway and landscaping at Comet Way, Hatfield. Landscaping Proposals - Committee Date 17th August, 1989.

To:
YRM Partnership Limited
24 Britton Street
London
EC1M 5NQ

For:
British Aerospace PLC
Comet Way
Hatfield
Herts AL10 9TL

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 15th February 1989 and received with sufficient particulars on 15th February 1989 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.

REASON

To comply with the requirements of Section 41 of the Town and Country Planning Act 1971.

- 2 The landscaping scheme approved as part of this consent shall be implemented and completed in all respects by no later than the planting season following completion of the development unless a longer period is specifically authorised by the Local Planning Authority in writing, and any trees or plants which within a period of 5 years from 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.

REASON

In order to enhance the appearance of the development.

continued

- 3 Before any other works on site are commenced in relation to the development permitted, a one metre high chestnut pale fence, or other suitable barrier shall be erected around the outer limit of the crown spread of all trees on site shown to be retained on the approved plan. This fencing shall be retained in this position until the whole of the development is completed. During this period no materials whatsoever shall be stored, fires started or service trenches dug within these enclosed areas without the prior written consent of the Local Planning Authority.

REASON

To ensure that existing trees shown to be retained, are safeguarded during building operations.

- 4 No trees which are shown to be retained on the approved plans, should be felled, topped, lopped or damaged or otherwise destroyed without the prior consent in writing of the Local Planning Authority.

REASON

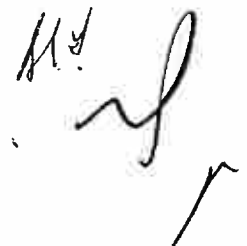
The existing trees shown to be retained represent an important visual amenity which should be maintained.

- 5 Before any construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

- 6 The parking, turning and loading space shown on the plan hereby approved shall be provided and marked out prior to the occupation of any buildings on the site, and shall be retained and kept available for those purposes thereafter.



Welwyn Hatfield District Council

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 0707)

DECISION NOTICE

Town Planning Ref. No: S6/0161/89/FP
Other Ref. No.:

continued

REASON

To ensure that adequate parking facilities are available within the site and that there is no detriment to the safety of the adjoining highways.

- 7 There shall be no open storage on the site other than in compounds or areas specifically set aside for this purpose and shown on a plan submitted and approved by the Local Planning Authority in writing.

REASON

To ensure the maintenance of a satisfactory visual appearance of the site.

- 8 Details of any external lighting and floodlighting; the treatment of boundary fencing; and the colour and type of the paved surfaces within the development shall all be submitted to the Local Planning Authority for its written approval before any works commence on site.

REASON

In order to ensure that the visual amenities of the area are maintained,

- 9 Details of the alterations to the roundabout at the junction of the A1000(T) and St Albans Road West are to be agreed by the Local Planning Authority in consultation with the Highway Authority prior to any works commencing on site.

REASON

To ensure the safe and freeflow of traffic on the Trunk Road.

- 10 The layout and design of the highway alterations are to be in accordance with current Department of Transport standards.

REASON

To ensure the safe and freeflow of traffic on the Trunk Road.

2. If the Developer shall proceed to implement the Planning Permission the Developer for itself and successors in title hereby covenants with the Council to carry out the said works and Development permitted by the Planning Permission in strict conformity with the plans specifications and particulars and to use the Land in accordance with the terms and conditions of this Agreement and not otherwise

HIGHWAYS

3. 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 Highway Works described in the First Schedule hereto at St Albans Road West as shown in principle on the Plan attached hereto together with such ancillary works as may be 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
 - (b) That the Highway 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 A1001 St.Alban's Road West before 9.30 a.m. or after 4.30 p.m. on any day
 - (c) That the Highway 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 Highway Works and as modified and extended by Supplements issued by the Surveyor

- (d) That it shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Highway Works and shall relocate all street furniture affected by the Highway Works to the satisfaction of the Surveyor
- (e) That it shall notify the Surveyor's Divisional Surveyor in writing at least 28 days prior to the commencement of any work connected with statutory undertakers equipment and shall further notify the Surveyor's Development Control Team and his Divisional Surveyor in writing at least 28 days prior to the commencement of the works of its intention to proceed with the Highway Works
- (f) That the Highway Works shall be carried out under the terms of a construction contract incorporating the most up to date edition of the Conditions of Contract approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Federation of Civil Engineering Contractors and commonly known as the ICE Conditions of Contract by a roadworks contractor approved by the Surveyor and shall be carried out under the direction of a Resident Engineer who shall be a Chartered Civil Engineer to be employed by the Developer and approved by the Surveyor and who shall be independent of the roads contractor
- (g) That it shall accept the supervision of the Surveyor and shall carry out the Highway Works in accordance with the detailed contract drawings to be prepared by the Developer and approved in writing

- by the Surveyor and based on the Plan and to a standard of workmanship and quality of materials approved by the Surveyor
- (h) That it shall pay to the County Council before the commencement of the Highway Works a sum equal to 3 percentage of the total estimated cost of the Highway Works in respect of the costs incurred by the County Council in supervising the Highway Works
 - (i) That it will have in force at all relevant times a policy of insurance indemnifying the County Council and the Council against all claims whatsoever arising out of or in connection with the said Highway Works the insured sum to be not less than £1 million in respect of any single accident
 - (j) The Highway Works shall be completed to the satisfaction of the Surveyor within 6 months of their commencement or such longer period as the Surveyor may reasonably allow and in any event shall be completed prior to any occupation of the Development
 - (k) That it shall fully maintain the Highway 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 which may be discovered during such period
 - (l) That it will provide the Surveyor with accurate 1 in 500 scale negatives of "as built" drawings immediately upon the issue of the Certificate of Completion together with:-
 - (i) record drawings showing details of all aspects of the Highway Works as constructed
 - (ii) records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of

material carried out as part of the supervision of the construction of the earthworks

- (iii) records of the sources of supply of all deliveries of road construction materials with details of the location in the Highway Works at which each load is placed
- (iv) records of the sources of supply of all other manufactured materials (e.g. drainage goods fencing materials traffic signs electrical components and cables etc)
- (m) That should the Developer arrange for the carrying out of the Highway 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 that third person mutatis mutandis the same as the Developer's covenants herein contained
- (n)
 - (i) That it will indemnify the County Council and keep indemnified against all claims under Part I and Section 20 and Section 21 of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Highway Works and for the purposes of this indemnity the Developer is deemed to carry out the Highway Works as agent for the County Council
 - (ii) For the purpose of assessing any such claims, the Developer shall arrange for a consultant approved by the Surveyor to carry out a noise survey of the area affected before

commencement of the Highway Works and a copy of his report shall be supplied to the Surveyor

- (o) That it will forthwith upon the issue of the Completion Certificate dedicate as public highway the land shaded purple on the Plan
- (p) That it will forthwith upon the date hereof pay the costs of the County Council in the sum of £500 for the preparation of this Agreement and the costs of the Council in the sum of £125 for the preparation of this Agreement

4. 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 Highway Works aforesaid subject to the terms and conditions and stipulations in Clause 3 hereof
- (b) That after the expiry of the aforesaid twelve months maintenance period and provided always that the Highway 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 Highway Works shall become maintainable at public expense

5. 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 3(a) to 3(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 County Council such sum as may be certified by the Surveyor to be reasonably required in order to complete the Highway Works and remedy any defects prior to the Highway 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 reasonably 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 ONE MILLION POUNDS

6. If the sum paid by the Surety in accordance with Clause 5 exceeds the final cost of the Highway 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 PROVIDED THAT if such surplus money is not refunded by the County Council to the Surety within six months of its receipt by the County Council it shall bear interest at 2% above National Westminster Bank Base Rate for the period between its receipt by the Council and its repayment to the Surety

DRAINAGE

7. The Developer for itself and its successors in title hereby covenants with the Council that prior to occupation of the Development it shall provide the Drainage Works to the reasonable satisfaction of the Director of Technical and Professional Services of the Council in accordance with the Second Schedule hereto

DEMOLITION

8. Prior to occupation of the Development the Developer shall demolish the buildings described in the Third Schedule hereto

OPERATING CONDITIONS

9. The Developer hereby covenants with the Council:
- (a) Not without the prior approval of the Council (such prior approval not to be unreasonably withheld) to carry out any works for the construction of the Development outside the hours of 7.30 a.m. to 7.00 p.m. Monday to Friday and 8.00 a.m. to 1 p.m. Saturday in any week
 - (b) Not to carry out any works for the construction of the Development on Sundays and Bank Holidays
 - (c) To direct all construction traffic carrying plant equipment or materials entering or leaving the Land in connection with the Highway Works the Drainage Works or the construction of the Development to use only an access and egress point to be agreed in writing with the relevant Highway Authority and the Council before being brought into use
 - (d) To construct or otherwise set aside specific areas in locations to be agreed with the Council during the carrying out of the construction of the Development on the Land for the purposes of
 - (i) parking construction vehicles and
 - (ii) storing plant and equipment in a secure Contractors compound and
 - (iii) erecting a suitable site office and associated visitor parking and
 - (iv) wheel washing of construction and contractors vehicles
 - (e) To direct all visitors' vehicles and construction workers' vehicles entering or leaving the Land in connection with the Highway Works

the Drainage Works or the construction of the Development to use only an access and egress point to be agreed in writing with the relevant Highway Authority and the Council before being brought into use

- (f) To reinstate and restore all the areas and temporary site accesses in conjunction with the overall Landscaping conditions contained in the Planning Permission before the Development is occupied in whole or in part

OUTLINE PLANNING PERMISSION

10. The Developer hereby agrees and covenants with the Council:

- (a) Not to implement any or some of a development permitted by a planning permission dated 31st July 1987 under reference S6/0176/87/OP (hereinafter called "the Outline Planning Permission")
- (b) That it has not already implemented any or some of the development permitted by the Outline Planning Permission
- (c) Not to make any claim for compensation under Section 164 of the Act in respect of any expenditure rendered abortive by its covenant not to implement any or some of the Outline Planning Permission and for any other loss or damage directly attributable to the said covenant not to implement the Outline Planning Permission

ENFORCEMENT

11. The parties hereto agree that the covenants herein are entered into pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 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 Highway Works or land to which such covenants relate are covenants to which Section 33 applies PROVIDED THAT the covenants hereinbefore



The COMMON SEAL of
The Hertfordshire County
Council was hereunto
affixed in the presence

of


County Secretary

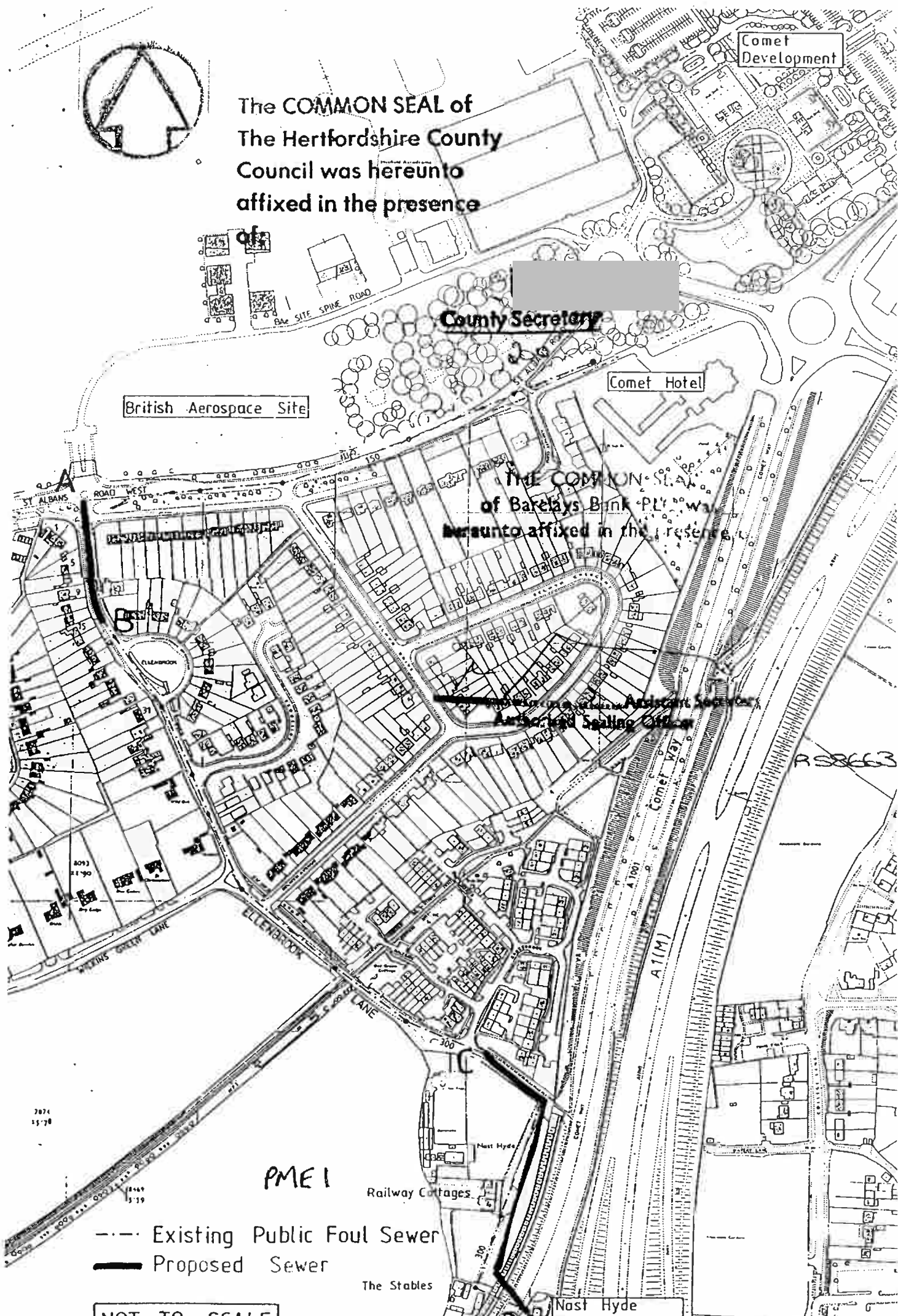
British Aerospace Site

Comet
Development

Comet Hotel

THE COMMON SEAL
of Barclays Bank PLC was
hereunto affixed in the presence

~~of the County Council~~
of Barclays Bank PLC
hereunto affixed in the presence



2074
15-78

PME1

- Existing Public Foul Sewer
- Proposed Sewer

NOT TO SCALE

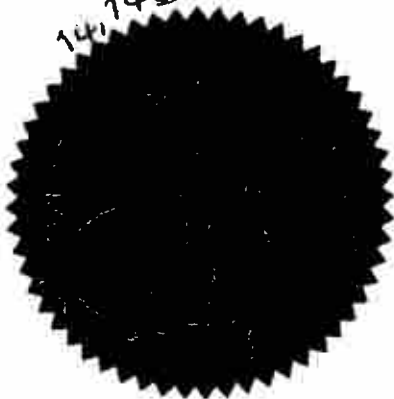
Nast Hyde
Pumping Station

BRITISH AEROSPACE PLC

DIRECTOR
ASST.
SECRETARY



141740




Chairman of the Council


Authorised Officer

contained on the part of the Developer shall bind only the owner or owners of the Land from time to time into whosoever hands the same may come

12. This Agreement shall be registered as a Local Land Charge

THE FIRST SCHEDULE

(Highways)

The provision of a new roundabout on St.Albans Road West, a right turn lane to Ashby Close and modifications to the Comet roundabout, all to include landscaping, as shown in principle on the Plan

THE SECOND SCHEDULE

(Drainage)

1. Foul drainage from the Development and the existing British Aerospace south site shall communicate with the public foul sewer by means of a manhole at the junction of St.Albans Road West and Ellenbrook Lane (marked 'Point A' on the plan marked PME1 attached)
2. Discharges from the Development and the existing British Aerospace south site into the public sewer shall not exceed a maximum flow rate of 27.43 litres per second
3. The existing public sewer in Ellenbrook Lane between No.15 Ellenbrook Lane (marked 'Point B' on the plan marked PME1 attached) and St.Albans Road West (Point A) shall be replaced to provide sufficient capacity to the satisfaction of the Director of Technical and Professional Services.
4. The existing public sewer between the Crossbrook and Ellenbrook Lane junction (marked 'Point C' on the plan marked PME1 attached) and Nast Hyde Pumping Station is to be replaced by a new enlarged capacity sewer to the satisfaction of the Director of Technical and Professional Services
5. The existing sewer between Ellenbrook Lane and the Stables shall be abandoned and the drainage serving Nos.1-4 Railway Cottages extended to be compatible with the new public sewer alignment downstream of


Ellenbrook Lane.


6. The Developer shall at its own expense carry out the sewer replacements between points marked A and B, C and D coloured red on the plan marked PME1 attached and any other necessary accommodation works for that purpose.
7. Subject to agreement on fees (which shall be on a lump sum basis) the Developer shall appoint the District Council under the terms of the most up to date edition of an Association of Consulting Engineers Form of Agreement for the District Council to carry out the design, supervision and construction of all such works as are required.
8. No physical connection to the public foul sewer shall be made or permitted in relation to any part of the site until the replacement works referred to above have been completed to the reasonable satisfaction of the District Council's Director of Technical and Professional Services.
9. The rate of surface water discharge into the existing River Ellenbrook outfall shall be controlled by the provision of a sufficient holding tank and pump to ensure the discharge is not increased by the Development
10. The Developer shall obtain written agreement from the National River Authority Thames Region in respect of the surface water discharge from the Development in the River Ellenbrook outfall prior to occupation of any of the buildings permitted by the planning permission
11. The "Director of Technical and Professional Services" referred to above means the District Council's Director of Technical and Professional Services or his duly authorised representative and includes any successor in title thereto

Memorandum Whereas Clause 1 of the within written Agreement provides that the planning application numbered S6/161/89/FP shall be called the Planning Permission and whereas Clause 2 thereof provides that the property the subject of the within written Agreement shall be used in accordance with the Planning Permission or any renewal thereof

NOW THIS MEMORANDUM WITNESSETH that the Developer has submitted revisions to the within mentioned Planning Permission under application numbered S6/1078/89/FP which have been approved and are attached hereto and the within written Agreement shall be construed in accordance with such revisions

Dated 2nd day of July 1990

Signed  ASSISTANT MGR. BBA
duly authorised officer of
British Aerospace people limited company.

Signed 
duly authorised officer of
Welwyn Hatfield District Council



WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 0707)

DECISION NOTICE

Town Planning Ref. No: S6/1078/89/FP
Other Ref. No.:

TOWN AND COUNTRY PLANNING ACTS 1971 - 1985

Revisions to existing planning permission S6/161/89 including resiting and re-orientation of buildings, revision to layout and car parking, and revised landscaping at Comet Way, Hatfield.

To:
YRM Partnership Ltd
24 Britton Street
London
EC1M 5NQ

For:
British Aerospace PLC
Comet Way
Hatfield
AL10 9TL

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 received with sufficient particulars on 13th December 1989 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.

REASON

To comply with the requirements of Section 41 of the Town and Country Planning Act 1971.

- 2 The development shall not be brought into use until the proposed road works have been completed to the satisfaction of the County Surveyor and the Local Planning Authority in accordance with the Section 52 Legal Agreement signed and sealed on 28th September 1989.

REASON

In order to ensure the safe and free flow of traffic on Comet way and St Albans Road West.

- 3 The landscaping scheme approved as part of this consent shall be implemented and completed in all respects by no later than the planting season following completion of the development unless a longer period is specifically authorised by the Local Planning Authority in writing, and any trees or plants which within a period of 5 years from 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.

WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 0707)

DECISION NOTICE

Town Planning Ref. No: S6/1078/89/FP
Other Ref. No.:

continued

REASON

In order to enhance the appearance of the development.

- 4 Before any other works on site are commenced in relation to the development permitted, a one metre high chestnut pale fence, or other suitable barrier shall be erected around the outer limit of the crown spread of all trees on site shown to be retained on the approved plan. This fencing shall be retained in this position until the whole of the development is completed. During this period no materials whatsoever shall be stored, fires started or service trenches dug within these enclosed areas without the prior written consent of the Local Planning Authority.

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To ensure that existing trees shown to be retained, are safeguarded during building operations.

- 5 No trees which are shown to be retained on the approved plans should be felled, lopped, topped or damaged or otherwise destroyed without the prior consent in writing of the Local Planning Authority.

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The existing trees shown to be retained represent an important visual amenity which should be maintained.

- 6 Before any construction works commence on site, full details or samples of the materials to be used in the external construction of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the external appearance of the development is not detrimental to the character of the locality.

- 7 The parking, turning and loading space shown on the plan hereby approved shall be provided and marked out prior to the occupation of any buildings on the site, and shall be retained and kept available for those purposes thereafter.



WELWYN HATFIELD COUNCIL

Council Offices Welwyn Garden City Herts AL8 6AE
Telephone Welwyn Garden 331212 (STD Code 0707)

DECISION NOTICE

Town Planning Ref. No: 56/1078/89/FP
Other Ref. No.:

continued

REASON

To ensure that adequate parking facilities are available within the site and that there is no detriment to the safety of the adjoining highways.

- 8 There shall be no open storage on the site other than in compounds or areas specifically set aside for this purpose and shown on a plan submitted and approved by the Local Planning Authority in writing.

REASON

To ensure the maintenance of a satisfactory visual appearance of the site.

- 9 Details of any external lighting and floodlighting, the treatment of boundary fencing; and the colour and type of the paved surfaces within the development shall be submitted to the Local Planning Authority for its written approval before any works commence on site.

REASON

In order to ensure that the visual amenities of the area are maintained.

- 10 Details of the alterations to the roundabout at the junction of the A1001(T) and St Albans Road West to be agreed by the Local Planning Authority in consultation with the Highway Authority prior to any works commencing on site.

REASON

In the interests of ensuring Highway Safety and in accordance with the requirements of the Department of Transport.

- 11 The layout and design of the highway alterations are to be in accordance with current Department of Transport standards.

REASON

In the interests of ensuring Highway Safety and in accordance with the requirements of the Department of Transport.

Date: 20 July 1990

Signed 

Tony Moore
Director of Planning & Development Services