DATED 6th December 2005

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to Land at
Springfields School,
Thames Road, Huntingdon
(Provision and Maintenance of Play Area and play equipment)
(Commuted Sum for recreation and leisure facilities in Huntingdon)

C Meadowcroft
Head of Legal and Estates
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambridgeshire PE29 3TN

(CenS.WAS.MAW.L/PO/23)

THIS AGREEMENT is made the 6th day of December Two thousand and five

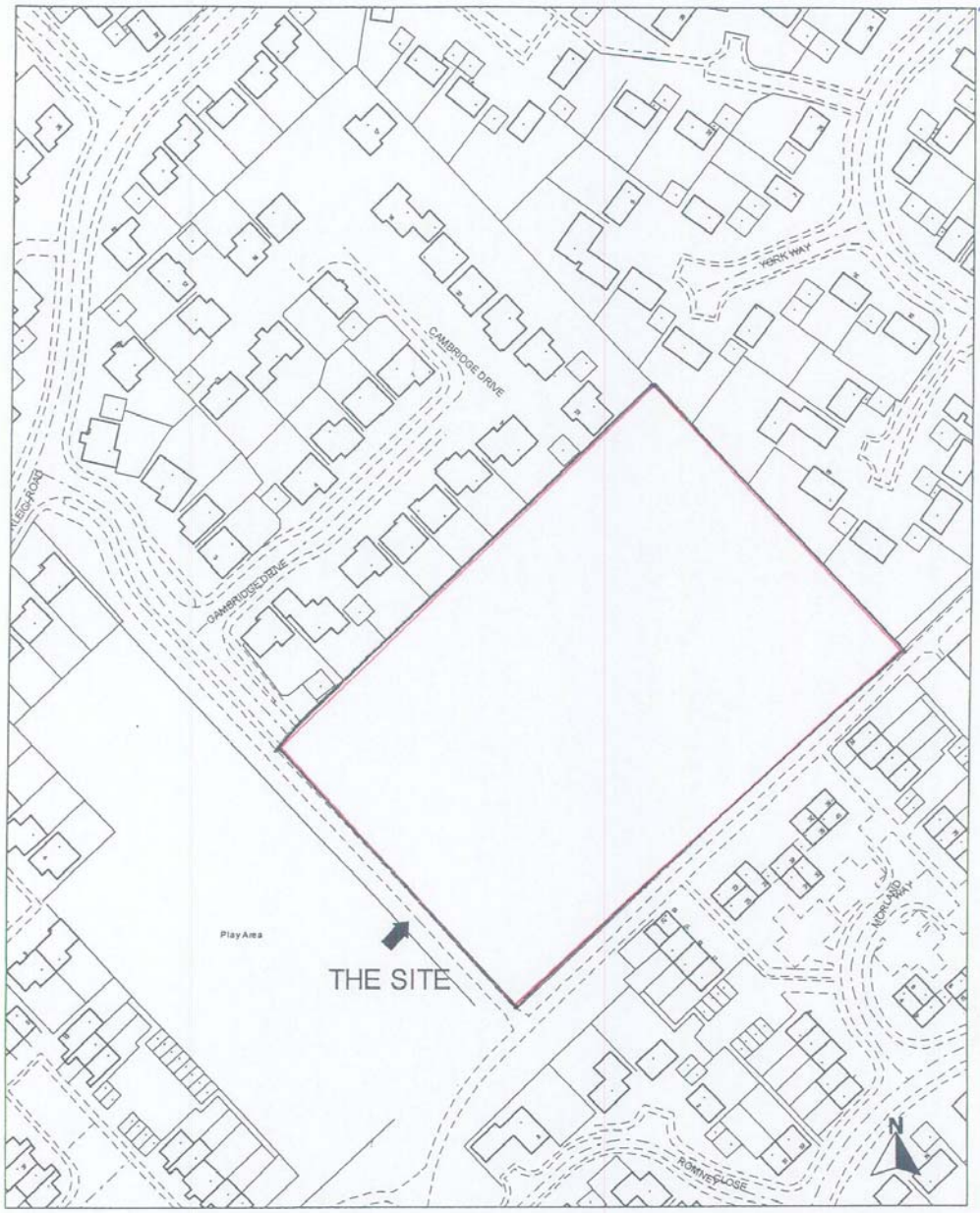
B E T W E E N the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the Owner") of the other part

D E F I N I T I O N S :

In this Agreement the following expressions have the following meanings :-

"the Act"	means the Town and Country Planning Act 1990 (as amended)
"the Application"	means the planning application registered on the 11th day of January 2001 under application number 01/00055/OUT
"Burleigh Road St Ives Site"	means land situate at Burleigh Road, St Ives, Cambridgeshire comprising approximately 1.2 hectares and shown edged red on Plan "A" annexed to this Agreement and referred to in an application for outline planning permission for residential development registered with the Council on 9th June 2000 under application number 00/00930/OUT
"Bushmead School Site"	means land situate at Bushmead Junior School, Bushmead Road, Eaton Socon, Cambridgeshire comprising approximately 1.25 hectares and shown edged red on Plan "B" annexed to this Agreement and referred to in an application for outline planning permission for residential development registered with the Council on 1st September 2000 under application number 00/01485/OUT
"Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a Material Operation and "Commence the Development" shall be construed accordingly
"the Commuted Sum"	means the sum payable by the Owner to the Council under Part 1 of the Schedule in lieu of provision of onsite leisure and recreation

"A"



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Huntingdonshire District Council

Section 106 Agreement - Town & Country Planning Act 1990

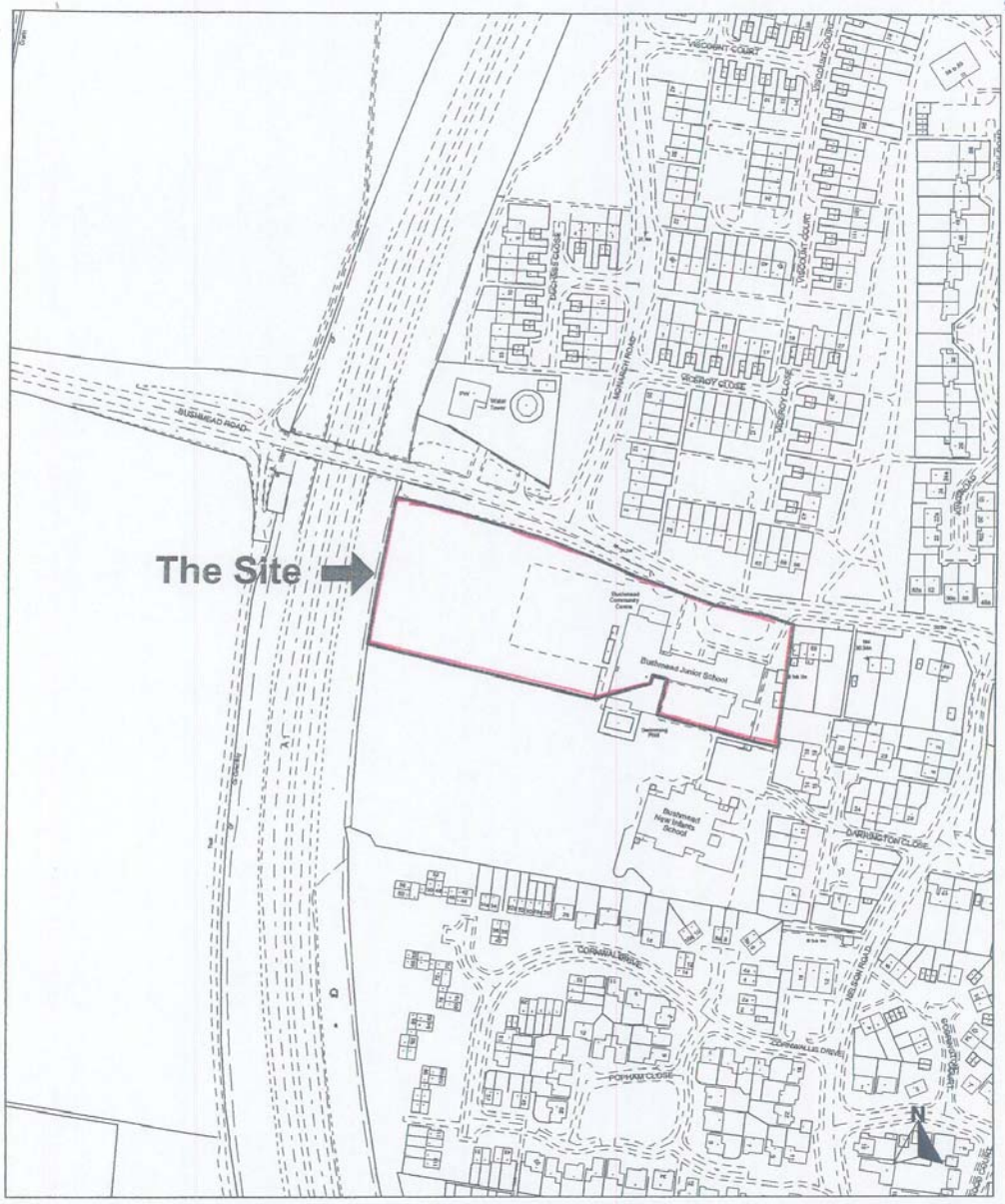
Description: PROPOSED RESIDENTIAL DEVELOPMENT

Date:

Address: LAND AT BURLEIGH ROAD, ST IVES

Plan No: 00/00930

"B"



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Huntingdonshire District Date:

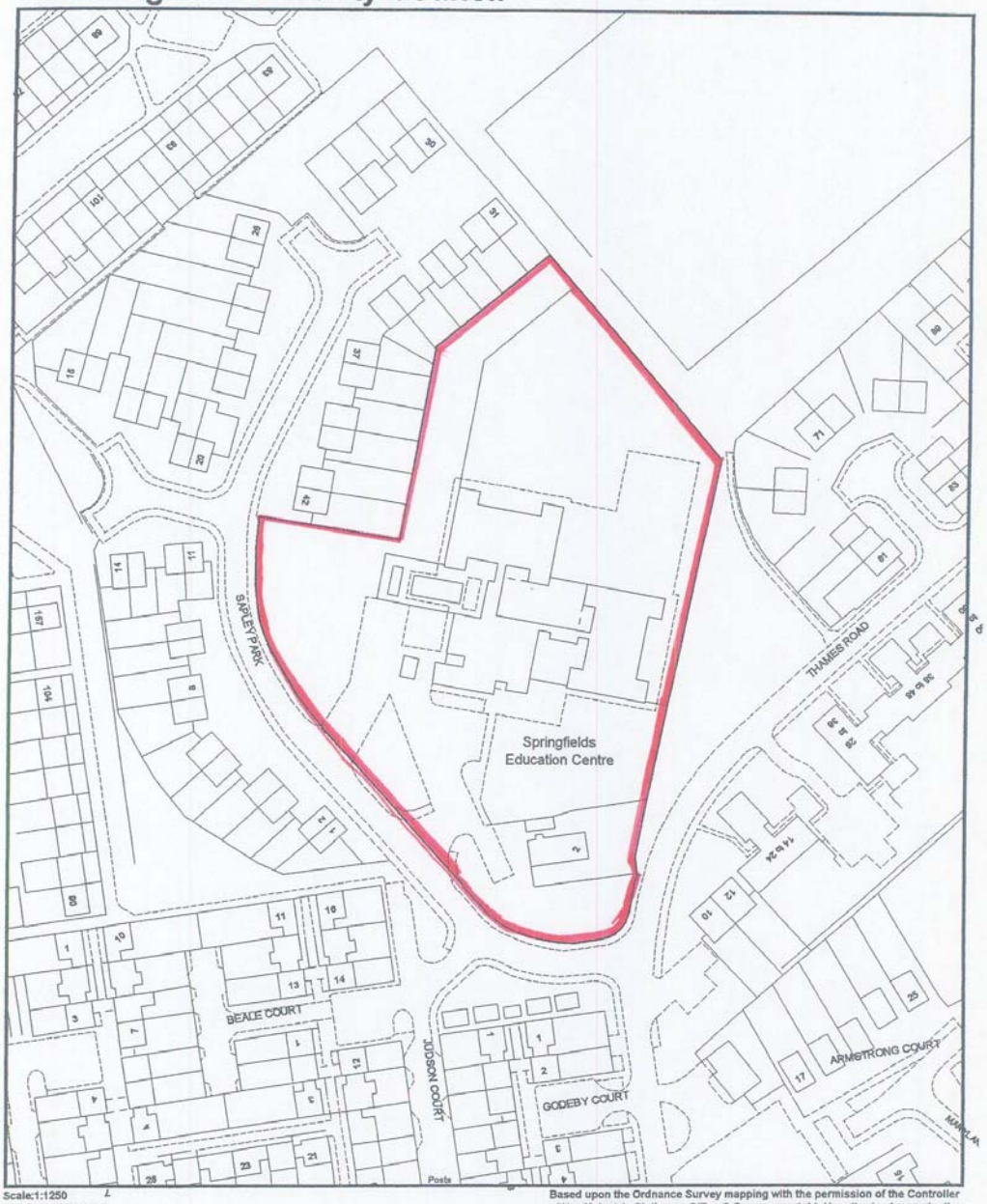
Section 106 Agreement - Town & Country Planning Act 1990

Description: Residential development

Address: Bushmead School, Bushmead Road, Eaton Socon **Plan No: 00/01485/OUT**

"C"

Cambridgeshire County Council



Scale:1:1250
Plot Date:26/10/2000
By: General
CCC

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	facilities which it is intended are to be provided elsewhere in Huntingdon
"the Development"	means the development of the Land in accordance with the Planning Permission by demolition of existing buildings and redevelopment for residential purposes
"Dwelling(s)"	means any one or more of the dwellings to be constructed on the Land in accordance with the Planning Permission
"the Head of Planning"	means the Head of Planning for the time being of the Council or such other officer as the Council may specify
"the Index"	means 18.12 Average Earnings Index: All Employees: Main Industrial Sectors (Whole Economy) published by The Stationery Office
"the Land"	means land situate at Springfields School, Thames Road, Huntingdon, comprising approximately 1.14 hectares and shown edged red on the Plan
"Material Operation"	means a material operation as defined by Section 56(4) of the Act
"the Plan"	means the plan annexed hereto and marked "C"
"the Planning Obligations"	means the planning obligations specified in the Schedule hereto
"the Planning Permission"	means permission for the Development granted by the Council pursuant to the Application and includes any approval of reserved matters pursuant to an outline permission or any agreed amendments to the Planning Permission
"the Play Area"	means an area of land sufficient in size to provide a Local Equipped Area for Play as described in the Specification the location whereof shall be agreed by the Owner with the Council before or in the course of the application for approval of reserved matters pursuant to the Planning Permission
"Play Area Scheme"	means a scheme for the laying out and construction of the Play Area and the installation of Play Equipment thereon and for the future maintenance thereof. The Play Equipment shall be in accordance

	with the Specification and the said scheme shall provide for the installation of not less than four items of play equipment having a retail value of not less than Twenty four thousand pounds (£24,000) adjusted in accordance with the proportional change in the Index during the period calculated from 31 March 2001 up to the date that is three months before the date of the supply of such equipment
"Play Equipment"	means the children's play equipment installed by the Owner on the Play Area
"Play Equipment Maintenance Contribution"	means the sum payable by the Owner to the Council under Part 2 of the Schedule for the maintenance of the Play Area and the Play Equipment
"the Specification"	means the Huntingdonshire District Council's Standard Specification for the Construction and Maintenance of Landscaped and Equipped Play Areas for Adoption by the District Council dated September 2003 and set out in Annex 1 hereto
"Working Day"	means any day that is not a Saturday or Sunday or a Bank or public holiday

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated

(2) The Owner is seised of the Land for an estate in fee simple in possession free from incumbrances part of the Land being registered with freehold title at H M Land Registry under title number CB 180625

(3) The Application has been submitted to the Council in conjunction with applications by the Owner for outline planning permission for the residential development of other freehold land owned by it at the Burleigh Road St Ives Site and the Bushmead School Site and whereas the Huntingdonshire Local Plan Alteration December 2002 requires the provision of Affordable Housing within Huntingdonshire in connection with the three proposed developments but it is now considered that there is a priority need for such Affordable Housing to be provided in St

Ives and the Owner is willing to provide the Affordable Housing required in respect of and arising out of all three development sites at St Ives on the Burleigh Road St Ives Site

(4) The Council is satisfied that the Development is such as may be permitted by the Council under the Act subject to conditions and subject also to the prior execution of this Agreement and also separate agreements under Section 106 of the Act relating to the Burleigh Road St Ives Site and the Bushmead School Site acknowledging that the Affordable Housing requirement relating to all three development sites is to be provided at the Burleigh Road St Ives Site

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and also made pursuant to Section 19 of the Local Government (Miscellaneous Provisions) Act 1976 Section 111 (1) of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other powers the parties hereto enabling

WITNESSETH as follows :

1. **THE** Planning Obligations are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council

2. **THE** Owner hereby covenants with the Council

2.1 to observe and perform the Planning Obligations

2.2 to comply with all other provisions covenants and stipulations contained in this Agreement not being Planning Obligations

2.3 within 21 days of the date of any disposition of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred **PROVIDED ALWAYS** that this shall not apply to any interest by way of mortgage or legal charge or the sale or other disposition of single private dwelling houses (and the curtilages thereof) erected on the Land pursuant to the Planning Permission

2.4 to notify the Council in writing within 14 days thereof of the Commencement of Development

3. **IT** is agreed and declared

3.1 The expressions "the Council" shall include any other authority or body that shall succeed to its functions as local authority and/or local planning authority and "the Owner" shall include its successors in title and assigns

3.2 Wherever the expression "the Owner" includes more than one person the covenants on the part of the Owner herein contained shall be deemed to be joint and several

3.3 If the Planning Permission shall expire before the Commencement of Development or is revoked or otherwise withdrawn without the consent of the Owner this Agreement shall thereupon cease to have effect

3.4 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

3.5 Nothing herein contained shall prejudice fetter or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Authority and/or District Local Planning Authority Provided that (in any event and notwithstanding this Clause) Clause 4 shall bind the Council unless it is or becomes contrary to law

3.6 The Owner shall permit any person duly authorised by the Council to enter the Land at any reasonable hour to ascertain whether there is or has been any breach of the Planning Obligations or any other provisions covenants or stipulations of this Agreement

3.7 That in the event of any delay by the Owner in making any payment required under this Agreement interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

3.8 Except where expressly provided to the contrary any approval or consent required under the terms of this Agreement shall not be unreasonably withheld or delayed

3.9 No authority company or person shall be liable for a breach of the covenants contained in this Agreement after it or he shall have parted with all interest in the Land but without prejudice to liability for any breach that has occurred prior to parting with such interest

3.10 Any bona fide purchaser and/or occupier of a single private dwelling house erected on the land shall not be bound by the Planning Obligations

3.11 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that either party may seek the consent of the other to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties

3.12 Except as expressly provided none of the provisions of this Agreement are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement nor shall a person who is not named as a party to this Agreement have the right to enforce any term of this Agreement pursuant to that Act

3.13 If any dispute difference or question shall at any time arise between the parties hereto in respect of the construction of this Agreement or respecting anything herein contained or arising out of or in connection with this Agreement (except where such matter is one in respect of which a right of appeal to the Secretary of State is expressly provided) the same shall be referred to and decided by an Arbitrator to be appointed by agreement between the parties or (failing agreement) by the President for the time being of the Chartered Institute of Arbitrators The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force and the Arbitrator's costs shall be borne as he shall direct

4 The parties acknowledge that the Affordable Housing secured by the Section 106 Agreement relating to the Burleigh Road St Ives Site and made of even date herewith between the Council (1) and the Owner (2) includes and makes provision for the Affordable Housing which would otherwise have been required on the Land as part of the Development and the Council undertakes with the Owner that it will not require any Affordable Housing to be provided on the Land in connection with or arising out of the Development

5 The Council covenants with the Owner:-

5.1 that if the Commuted Sum paid to it pursuant to Part 1 of the Schedule or any part of it has not been applied by it for the purposes set out in that Part of the Schedule within five years from the date of receipt thereof then such sum (or the appropriate part thereof) shall be repaid to Cambridgeshire County Council ("the County Council") (notwithstanding (for the avoidance of doubt) that such sum shall have originally been paid to the Council by a successor in title to the County Council) with interest at National Westminster Bank Plc base lending rate within two months after the receipt of a written demand from the County Council Provided Always that if at the expiry of the said five year period the Council shall have entered into any contract relating to the provision of recreation and leisure facilities within the town of Huntingdon which contract shall be completed after the expiry of the said five year period then any sum to be repaid to the County Council shall be repaid following payment of the final account in respect of any and all such contracts and the sum repaid to the County Council shall be less all costs incurred by the Council and/or paid by the Council pursuant to such contract or contracts and Provided Further that the Council may at its sole discretion on or at any time after completion of this Agreement commence the provision or provide (in whole or part) the facilities to be funded by the said sum in accordance with Part 1 of the Schedule notwithstanding that the trigger point for the payment of such sum shall not have arisen and (for the avoidance of doubt) the Owner shall pay such sum in accordance with the provisions of this Agreement so as to reimburse the Council the costs incurred both prior (if any) and subsequent to such trigger point Provided that the Council hereby covenants with the County Council that it shall if requested by the County Council in writing supply a statement of account to the County Council within two months of receipt of such request as to how such sum has been spent

5.2 that it will accept the transfer of the Play Area in accordance with the provisions of Part 2 of the Schedule

5.3 That from and after the service of the Final Completion Notice in respect thereof it will maintain the Play Area and the Play Equipment thereon

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

THE SCHEDULE

(Section 106 Planning Obligations)

Part 1

Commuted Sum

1.1 No dwelling shall be occupied until the Commuted Sum has been paid to the Council which may be spent by either the Council or its nominee in or towards the provision of recreation and leisure facilities off site within the town of Huntingdon,

1.2 The Commuted Sum shall be £11,040 (Eleven thousand and forty pounds) adjusted in accordance with the proportional change in the Index during the period calculated from 31 March 2001 up to the date that is three months before the date on which the Commuted Sum is paid

Part 2

Play Area

1. The Owner shall not Commence the Development until it has submitted the Play Area Scheme to the Council and the Council has approved it in writing
2. Not more than 50% of the Dwellings shall be occupied until the Play Area Scheme has been completed and a Completion Notice issued in accordance with Paragraph 5 below
3. Upon completion of the Play Area Scheme the Owner shall give notice thereof in writing to the Head of Planning who shall within twenty Working Days of the receipt of such notice inspect the Play Area and give notice in writing to the Owner of any defects in or other failure to carry out the Play Area Scheme and setting out the works or other steps required to remedy the same ("the First Defects Notice")
4. Upon receipt of the First Defects Notice the Owner shall within twenty-eight days (or such longer period as the Council may specify) carry out the works or other steps set out in the First Defects Notice

5. When the Owner has carried out the works or other steps set out in the First Defects Notice it shall give notice in writing of such completion to the Head of Planning who shall again inspect the Play Area within twenty Working Days of the receipt of such notice and upon his being satisfied that the Play Area has been completed in accordance with this Agreement he shall immediately serve notice thereof on the Owner ("the Completion Notice")

6. The Owner shall then maintain the Play Area in accordance with the Play Area Scheme for a period of twelve months after the date of the Completion Notice ("the Maintenance Period") notwithstanding that the Play Area may be transferred to the Council during the Maintenance Period

7. Within twenty Working Days after the end of the Maintenance Period the Head of Planning shall inspect the Play Area and the Play Equipment and give notice in writing to the Owner of any defects then found (and which shall include any defects or other want of repair or maintenance of the Play Area and the Play Equipment and any dead or dying shrubs trees or other planting thereon) and setting out the works or other steps required to remedy the same ("the Second Defects Notice")

8. Upon receipt of the Second Defects Notice the Owner shall within twenty-eight days (or such longer period as the Council may specify) carry out the works or other steps set out in the Second Defects Notice

9. When the Owner has carried out the works or other steps set out in the Second Defects Notice it shall give notice of such completion in writing to the Head of Planning who shall again inspect the Play Area within twenty Working Days of the receipt of such notice and upon his being satisfied that the Play Area has been completed in accordance with this Agreement he shall immediately serve notice thereof on the Owner ("the Final Completion Notice")

10. Not later than twenty Working Days after the receipt of the Final Completion Notice the Owner shall pay the Play Equipment Maintenance Contribution to the Council. The Play Equipment Maintenance Contribution shall be Six thousand four hundred pounds (£6,400) adjusted in accordance with the proportional change in the Index during the period calculated from 31 March 2001 up to the date that is three months before the date on which such contribution is paid

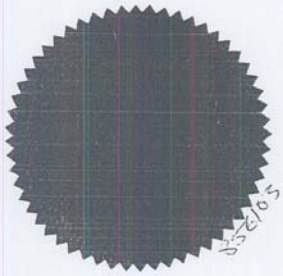
11. Not more than 80% of the Dwellings shall be occupied until the Owner has transferred the Play Area (including the Play Equipment) to the Council (or its nominee) at no cost for an estate in fee simple free from incumbrances The Transfer of the Play Area shall include such provisions as shall be appropriate to ensure its future use as a children's play area (including a covenant by the Council that it will not be used for any other purpose) and to provide for the proper development of the remainder of the Land in accordance with the Planning Permission In default of agreement the form of the Transfer shall be settled by an Arbitrator appointed in accordance with Clause 3.13 hereof

THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COU**[redacted])
presence of :- [redacted])
[redacted]s)



THE COMMON SEAL of the **CAMBRIDGESHIRE COUNTY COUNCIL** was affixed to this Deed in the Presence of :-

[redacted]



ANNEX 1

HUNTINGDONSHIRE DISTRICT COUNCIL

Directorate of Commerce & Technology

Community Services



Standard Specification
for the
Construction & Maintenance
of Landscaped and Equipped Play Areas
for Adoption by
the District Council

Parks & Open Spaces
Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon
Cambs
PE29 3TN

September 2003

HUNTINGDONSHIRE DISTRICT COUNCIL

DIRECTORATE OF COMMERCE & TECHNOLOGY

COMMUNITY SERVICES

STANDARD SPECIFICATION FOR THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPED AREAS FOR ADOPTION BY THE DISTRICT COUNCIL

SECTION 1.0 - SEED AND SEEDING

GENERALLY

1.1 Operations shall be planned for the sowing of grass seed in the spring or late summer, i.e. from the beginning of April to mid May, or from the beginning of August to the end of September. Grass seed shall in no circumstances be sown in conditions of extreme drought.

PREPARATION

1.2 All areas to be sprayed with Roundup total herbicide or similar approved, in strict conformity to the manufacturer's recommendations and MAFF safety instructions.

Relieve compaction of subsoil as necessary.

All areas to be seeded shall be cultivated to a minimum depth of 150mm and all large stones, perennial weeds, roots and alien materials are to be removed to Developer's/Contractor's own tip.

TOPSOIL

1.3 All topsoil shall be carefully conserved and additional topsoil shall be incorporated where necessary to provide a minimum depth of 150mm after re-levelling.

Where additional topsoil is found to be necessary, this shall be imported, and will conform to BS 3882 (1994), general-purpose grade. It shall be free from perennial weeds and rubbish and shall be of good fertile quality with a humus and fibre content and be of medium texture, which shall be spread evenly over the site.

LEVELLING

1.4 Topsoil level shall be at least 50mm above adjoining paving to allow for shrinkage and 150mm below the damp proof course level of buildings, after reasonable consolidation. Areas shall be levelled to remove all heights and hollows so they drain to the existing paving. The gradient shall not be steeper than 1 in 4.

DRAINAGE

1.5 Where necessary provision shall be made to take surface water from damp patches and ponding hollows by means of land drains.

SEED BED PREPARATION

1.6 Cultivate all areas to produce a reasonably fine tilth, relieve all compaction through the full depth of topsoil, rake in transverse directions, and keep areas free from weeds until the time of sowing grass seed. Cultivation shall be carried out in such a manner that the area to be landscaped shall be cultivated by carrying out four operations, the second and fourth operation shall be transverse to the first and third.

Stone pick the area and remove all large surface stones over 40 mm in size and cart away to Developer's/Contractor's tip.

FERTILIZER

1.7 Where topsoil is considered to be of poor quality a granular pre-seeding base fertiliser shall be incorporated into the topsoil spread at the manufacturers recommended rate approximately 5 days before the sowing of grass seed.

Fisons P.S.5 satisfies the Specification.

GRASS SEED

1.8 Grass mixture seed shall be appropriate to the future use of the area. This will cover general landscaped areas, sports pitches, reclaimed areas, hay meadows, wild flora areas etc. The developer shall submit his suggested mixture and seed producer/manufacturer to the Parks Manager for approval.

British Seed Houses, Barenburg and Mommersteeg mixtures satisfy the Specification.

Seed shall be sown at the rate of 36gm/sq.m or as recommended by the approved producer of the agreed mixture. Divide the quantity of seed in half, each half being sown evenly in transverse directions and lightly raked in and lightly rolled with a suitable roller.

ORIGIN OF SEED

1.9 The Developer/Contractor shall satisfy the Parks Manager regarding the origin and germination of the seed, and obtain approval to any variation of the agreed mixture. The Parks Manager shall have the right to take samples of such seed, when delivered to the site, to be tested for germination and purity.

PROTECTION

1.10 The Developer/Contractor shall protect newly seeded areas at all vulnerable points to prevent the destruction of seedlings by pedestrians. Such fences shall be maintained by the Developer/Contractor, until such a time, when the grass has become established. He shall then be responsible for its removal and reinstatement of any ground. Any damage to grass shall be made good until the areas are handed over to the Huntingdonshire District Council.

MAINTENANCE

1.11 When the grass has attained the height of 75mm it shall be stone picked and rolled, allowed to recover and then cut with suitable machines, thus avoiding root pulling. It shall continue to be cut at approximately 14 day intervals during the growing season until the new grass areas have been accepted and handed over to Huntingdonshire District Council under an Agreement.

SECTION 2.0 - TURF AND TURFING

GENERALLY

2.1 Turfing shall take place when weather and soil conditions are suitable and preference should be given to autumn and early winter operations. (No turf should be laid in exceptionally dry or frosty weather or in any other unsuitable weather conditions).

PREPARATION AND LEVELLING

2.2 The areas at which turfs are to be laid should be lightly and uniformly firmed and reduced to a fine tilth up to 25mm in depth. All large stones over 40 mm in size shall be removed from the surface.

FERTILIZER

2.3 It may be necessary, on poor soils, to apply a dressing of fertiliser on the seedbed which should be lightly raked in. (See Item 1.7).

DRAINAGE

2.4 It may be necessary, on poor draining soils or inclined ground, to provide land drains. (See Item 1.5).

TURFING

2.5 All turfing shall comply with the BS 4428 (1979).

TURF

2.6 All turf shall comply with the BS 3969 (1978). The Developer/Contractor shall be responsible for supplying a sample of such turf before lifting which he proposes to use for the approval of the Parks Manager and shall ensure that all turfs are similar to the approved sample.

STORAGE

2.7 Any turf stored on site shall:

(a) Be supplied to ensure stacking for long periods is avoided.

(b) Not be stacked to a height of more than 1 metre.

(c) Not be stacked for more than 4 days and shall be inspected at frequent intervals. Turfs which show any signs of deterioration shall be used without delay or laid out on topsoil and kept moist.

TURF CONDITION

2.8 Grass from which turfs are to be cut shall have been closely mown and shall have been treated with a selective weedkiller not less than one month prior to lifting.

Turfs should not be visibly affected by pests and disease. All turfs should be of rectangular shape and of uniform thickness.

Turfs shall not be lifted in frosty weather or when waterlogged. They should be stacked to avoid drying out in transit and should be rolled or laid flat but not folded. If stacked, turfs should be placed grass to grass.

Any turf brought onto the site or laid prior to receiving approval from the Parks Manager, will be deemed to have been brought on or laid at the Developer's/Contractor's own risk. He will be instructed to lift such turf and/or cart away off the site and replace and/or relay at his own expense unless an instruction in writing to the contrary has been given.

LAYING

2.9 Turfs should be laid on the prepared-soil bed and firmed into position in consecutive rows with broken joints (as in stretcher bond brickwork), closely butted and to the correct levels. The turf should be laid off planks working over turfs previously laid. Where necessary, the turfs should be lightly and evenly firmed with wooden beaters. A dressing of finely sifted topsoil, peat or sharp sand should be applied and well brushed into the joints. Turf edges and margins should be laid with whole turfs. The Developer/Contractor shall be responsible for watering turfed areas and replacing turfs which have failed.

MAINTENANCE

2.10 When the first growth of grass is apparent on the newly turfed areas, grass shall be cut to a height of 25mm above ground during the growing season and the sward maintained until the new grass areas have been accepted and handed over to Huntingdonshire District Council under an Agreement. It shall continue to be cut at approximately 14 day intervals.

SECTION 3.0 – APPROVED FERTILISERS

GENERALLY

3.1 All fertilisers shall be from an approved source and shall be applied evenly to the surface of the soil unless otherwise stated. The percentages of available Nitrogen (N), Phosphorous (P), and Potassium (K) shall be clearly stated on the bags which shall be retained for inspection.

Spring/Summer Fertiliser – 9.7.7 applied in May
Autumn/Winter Fertiliser – 3.12.12 applied in October

SECTION 4.0 - APPROVED WEEDKILLERS

GENERALLY

4.1 The following weedkiller shall be stored and applied in accordance with the manufacturer's recommendations, and shall comply with the Agricultural Chemicals Approved Scheme and the Pesticides Safety Precaution Scheme:

Glyphosate (Round up) spray non-residual translocated herbicide utilising hooded spray equipment.

SECTION 5.0 – SHRUB BEDS

GENERALLY

5.1 The surface of the soil shall at all times be of an open texture allowing the free passage of water through it. All depressions, bumps and ruts shall be removed by hand working or by approved mechanical equipment to achieve an even surface. The final level of the soil shall be 50mm above adjacent grassed areas and edged.

CULTIVATION

5.2 The soil shall be cultivated to an average depth of 150mm (taking care not to turn up sub-soil when cultivating topsoil on sub-soil) to remove any compaction and break up any large lumps of soil.

FINAL PREPARATION

5.3 All large stones and other debris over 40mm in size shall be removed from the surface to the Developer's/Contractor's tip and the surface lightly raked to achieve an even surface.

FERTILIZER

5.4 Fertiliser - shall be incorporated into areas to be shrub planted. (See Item 3.1).

BARK MULCH

5.5. The mulch shall consist of an approved coarse bark chips with a minimum of 5mm and maximum of 30mm in any one dimension. Alternative mulches that satisfy the Specification include leaf mould and spent mushroom compost. It shall be applied evenly to a settled depth of 75mm after planting to the surface of the soil, which has been substantially moistened by recent rain, or watering. All new beds will be mulched.

SECTION 6.0 - PLANT MATERIAL – TREES, SHRUBS, ROSES ETC.

GENERALLY

6.1 All plant material shall conform with and be planted in accordance with the following British Standards unless otherwise stated:

a)	BS 3936 Part 1:	1992	Specification for Trees and Shrubs
b)	BS 3936 Part 2:	1991	Specification for Roses
c)	BS 3936 Part 7:	1989	Specification for bedding plants
d)	BS 3936 Part 9:	1987	Specification for bulbs, corms and tubers
e)	BS 3936 Part 10:	1990	Specification for ground cover plants
f)	BS 4428	1989	General Landscape Operations (excluding hard surfaces).
g)	BS 4043	1989	Recommendations for transplanting root balled trees

DELIVERY AND CONDITION OF PLANTS

6.2 Delivery and Damage. Plants shall be delivered from the nursery of the approved supplier free from pest and disease and materially undamaged. Torn or lacerated roots shall be pruned before despatch. Roots shall at no stage be subjected to adverse conditions, such as exposure to drying wind, frost or bright sunlight. Plant roots shall be protected in plastic bags during any period out of soil.

6.2.1 Packaging and Labelling. All plants shall be packaged so as to reach their destination-with moist roots. Each species shall be identified by a sound, durable label bearing its Latin name and reference details.

6.2.2 Root Balled Stock. The whole assembly of lifted soil, roots and any packing material shall be securely wrapped in hessian or plastic sheeting.

6.2.3 Bare Root Stock. Bare roots shall be protected with hessian, or other suitable material, during transit. Packing around roots with moist vegetable material and sheeting of the vehicle is recommended.

PLANT STOCK

6.3 Origin. All plant stock shall have been grown for the full previous season in a nursery.

6.3.1 Inspection of Growing Stock. The Parks Manager shall be allowed the provision of inspecting plant material in the supplier's nursery whilst it's growing there and before the stock is purchased. The supplying nursery shall cultivate plants that have an adequate root system conducive to successful transplantation. To this end there shall be a reasonable balance between the size of the plant and the amount of roots.

6.3.2 Suppliers and Growers. The contractor shall obtain plant material from suitable nurseries approved by the Parks Manager before planting commences.

6.3.3 Quality of Roots. All plants shall be lifted with care to retain their fibrous root system and in a condition suitable for successful transplantation. Plants which do not have a good fibrous root system will not be accepted.

6.3.4 Root Balled Plants or Trees. Root balled plants shall be lifted from their nursery bed with a volume of soil in proportion to the size of the plant or tree in a manner that preserves the soil around the fibrous roots. The root ball shall immediately be wrapped in hessian netting, plastic or similar, and be kept undisturbed. The root ball shall be free of weeds and kept in a moist condition. All damaged roots shall be pruned clean with secateurs.

6.3.5 Container Grown Stock. All evergreen species shall be container grown. Plants that are in containers shall have been grown on so as to have a root system well established in the container. The size of the container shall be in proportion to the plant, shall be free of weeds, and unless otherwise indicated be as the 'Specification for Container Grown Stock' by the British Container Growers Group.

DEFINITION OF PLANTS

6.4 Semi Mature Tree. Shall have a clean straight stem height of 2.00m from the ground and have an overall height between 6.00m and 15.00m with one main central leader. The circumference of the stem at 1.00m from the ground shall be between 20cms and 75cms. The tree should be transplanted with a root ball of 1.00m diameter and 400mm depth. The tree pit will require a root watering system.

6.4.1 Heavy Standard Tree. Shall have a clear straight stem height of 1.80m from the ground and have an overall height between 3.50m and 4.25m with one main central leader. The circumference of the stem at 1.00m from the ground shall be between 12cms and 14cms. The tree pit will require a root watering system.

6.4.2 Standard Tree. Shall have a clean straight stem height of 1.80m from the ground and have an overall height between 2.75m x 3.00m with one main central leader. The circumference of the stem at 1.00m from the ground shall be between 8cms and 10cms.

6.4.3 Light Standard Tree. Shall have a clear straight stem height of 1.50m from the ground and have an overall height of between 2.50m and 2.75m with one central leader. The circumference of the stem at 1.00m from the ground shall be between 6cms and 8cms.

6.4.4 Climber. Shall be of ornamental grade as defined by British Container Growers. Each climbing plant shall have at least three stems with a minimum of four lateral shoots in the lower third of each stem. The plant shall have a minimum height of 900mm and be container grown.

6.4.5 Transplants. Shall be a tree or shrub with one main leader (straight) and lateral branches evenly spaced along the stem, which has been transplanted, at least twice so as to form an extensive system of fibrous roots. The plant shall be capable of standing upright without support once planted and shall be between the maximum and minimum height stated. All transplants shall be bare root unless otherwise stated.

6.4.6 Shrubs and Groundcover. Each shrub and groundcover shall have a minimum of four strong basal shoots unless otherwise stated and shall be between the maximum and minimum height stated. (Where it is normal practice to cut back a species to encourage the formation of lateral shoots it is assumed the plant will have been pruned).

6.4.7 Herbaceous Plants. Herbaceous plants shall be strong, well rooted and grown, healthy and hardy and shall have not less than one year's full growth. Crowns shall have not less than three (or more where described) well-formed points of growth undamaged at the time of planting.

6.4.8 Bulbs. All bulbs shall be BS 3936 Part 9, clean and healthy, sound and ripe, free from pests and diseases and conform to the size and type scheduled. Any bulbs, which suffer damage from any cause prior to planting, shall be rejected and replaced.

All bulbs shall be planted with a planting tool of approved pattern and at the correct depth. The hole formed shall be of sufficient diameter to accommodate the bulb which shall have its roots in contact with a mixture of sharp sand and bonemeal in equal parts 25mm thick.

inserted at the bottom of the hole. If in turf, a divot of turf shall be neatly removed and replaced after planting.

SECTION 7.0 - TREE PLANTING

GENERALLY

7.1 Planting shall be carried out in accordance with the Specification and the Landscaping Scheme approved by Planning.

TREE PITS

7.2 Positions of tree pits are to be set out and approved by the Parks Manager before excavating. Pits must be prepared at the new site before the trees are lifted.

Tree pits shall be of a diameter 600mm greater than the rootball.

The depth of the pit shall be 225mm deeper than the root ball and not less than 600mm deep. The topsoil shall be stripped from the area of the pit and stacked for re-use; the sub-soil is to be excavated and removed from the site. Measures shall be taken to prevent the perimeter of the pit from being frozen during periods of frost.

The base of the tree pit shall be forked over to a depth of 225mm and left with a slightly higher centre to permit drainage and to give access beneath the root ball during planting. All smooth or glazed sides shall be roughened.

PLANTING OF TREES

7.3 Spread a layer of well rotted manure in the bottom of each pit and fork over. Lay 50mm minimum mixture of moss peat/leaf mould/sharp sand, 6:3:1 by volume, the peat being well moistened. All the manure is to be covered so that none comes in direct contact with the tree roots. Ensure that pit bottom is still slightly higher in the centre than the perimeter.

Stake to be driven into prepared hole to a depth of 150mm and held firmly in position until tree pit has been filled. Stakes to be to the windward side of trees, i.e. to the West. Soak the roots of bare-rooted trees in water for at least one hour before planting. Place the tree on the bed described above, with the roots well spread out and a further quantity of the same mixture placed over the roots before firming.

Continue backfilling with topsoil into which 170gm of bonemeal has been mixed (per tree). Firm down well by heeling as filling proceeds. The tree must be planted to the same depth as in the nursery, and to the same orientation.

The entire length of the stem shall be vertical, and the stake shall be close to the stem, but not touching it.

All Semi Mature and Heavy Standard trees shall be planted with two stakes - one each side of the tree - and in this case two tree guards will be required to surround the tree, and four tree ties. Ground anchorage will be considered by the Parks Manager.

After planting, any broken branches or damaged bark must be pared back to sound wood.

7.3.1 Tree Stakes. To be of requisite length, pressure impregnated (with preservative non-injurious to plants) de-barked softwood 100mm square or diameter, pointed at

base which shall be 1m below finished ground level. Top of stake to be 50mm below the lowest branch.

7.3.2 Tree Ties. To be plastic ties "Toms" pattern, two per stake and nailed to stake with large head galvanised nails. Top tie to be within 100mm of top of stake.

7.3.3 Tree Guards. To be weldmesh tree guards of minimum height 1.20m with root embedded 150 mm into ground. Guards to be stapled to stake at intervals with four 25mm x 8 S.W.G. galvanised wire staples. Cut out a 100mm x 150mm wide section of the guard at ground level to provide access for cleaning. In the case of EHS trees, two guards are to be fixed by opening out and fixing to both stakes.

7.3.4 Shelter Guards. Shall be provided to suit damaging agent (i.e. height and diameter variable). To be high quality plastic/polyethylene tubex (or similar approved) complete with suitable cane/stake and ties.

7.3.5 Spiral Guards. To be high quality plastic with ventilation holes, 450mm high, approx 40mm diameter.

7.3.6 Tree Mats. To be photodegradeable polythene, polypropolene or bitumen, 500mm square, edges turned into ground and pegged as necessary. For Standard and Heavy Standard trees to be 1.0m square/diameter.

7.3.7 Tree Mulch. Will be permitted in certain circumstances at the discretion of the Parks Manager. To be 75mm thick chipped bark or similar. 1.0m diameter for Light Standards, 1.5m diameter for Standard and 2.0m diameter for Heavy Standards.

7.3.8 Root Watering Drain. To be a proprietary system approved by the Parks Manager.

PLANTING OF WHIPS, FORESTRY TRANSPLANTS AND FEATHERS

7.4 Plants shall be planted at the same depth as in the nursery and well firmed with the ball of the foot. Any frost lifting or wind blow damage or loosening shall be corrected from time to time.

Appropriate guards shall be used on all planting as agreed with the Parks Manager.

PLANTING SEASON

7.5 Unless otherwise specified all transplanting shall be carried out between the end of October and the end of March for deciduous trees and during October and November for evergreen trees.

The transplanting shall be carried out when the weather is dull and the ground is moist and workable. On no account must the planting take place when there is a freezing wind. Where approval is given by the Parks Manager to transplant between March and September the trees shall be given a transplanting spray before transplanting and again between 7 and 10 days after planting, at the Developer's/Contractor's expense.

In the case of evergreens, transplanting spray shall be applied both before and after transplanting whatever time of year.

TRANSPLANTING IN FROSTY CONDITIONS

7.6 Planting of trees in frosty conditions will only be permitted if adequate precautions are taken. The prepared root balls must have additional wrapping. The bottom and sides of the trees of the tree pits, and the piles of topsoil must be protected from freezing by the use of boards, tarpaulins or other approved materials. This to be carried out at the Developer's/Contractor's own risk.

WATERING

7.7 At the time of planting each tree shall be well watered in. If there is a risk of frost within 24 hours the watering shall be delayed until such risk has passed.

IDENTIFICATION

7.8 Every specimen plant, and one plant from each group of similar plants, shall bear labels with the correct full botanical name. These to be of 6mm Dymo tape (or equivalent) stuck on to white plastic labels and tied loosely to the shrub or tree in a position where it can be seen clearly.

TREE GRILLS

7.9 In hard landscaped areas, trees shall be surrounded with precast concrete or cast iron tree grills, and root barriers installed.

SECTION 8.0 - SHRUBS AND HERBACEOUS PLANTING

GENERALLY

8.1 Planting shall be carried out in accordance with the Specification and the Landscaping Scheme approved by Planning.

The aim shall be to space the plants evenly so that when established they will completely fill the area indicated as precisely as possible. The extent of the area to be filled shall be first defined by plants spaced round the perimeter. The remaining plants shall then be used to fill the centre of the area in an informal manner, avoiding straight lines and regular or geometric patterns.

Huntingdonshire District Council reserves the right to adjust the exact positions of specimen shrubs after they have been set out on site.

PLANTING OF SHRUBS

8.2 Take out holes large enough to receive the roots of the plant fully extended and well spread out. Carefully work topsoil among roots and backfill. Plants to be well firmed by heeling and the surface left neat and even. Planting must be to the same depth as in the nursery. Care must be taken not to disturb the rootballs of pot grown plants and not let any roots dry out at any time.

Shrubs, which are not safely self-supporting, shall be provided with stakes set onto the ground before planting and secured by ties spaced to suit the individual shrub. Precautions shall be taken to prevent chaffing between the stem and stake. If,

planting takes place after the end of April, additional watering must take place if dry conditions prevail, at the Developer's/Contractor's expense.

PLANTING OF CLIMBERS

8.3 All climbing plants to be placed 225mm away from the wall or fence and supported by a stout cane driven well into the ground and long enough to support the whole plant and guide it to its permanent support. Attach plant by means of loose raffia or garden twine ties.

WATERING

8.4 Shrubs and herbaceous plants shall be well watered in immediately after planting, taking care not to disturb individual plants.

SECTION 9.0 – MAINTENANCE AND AFTERCARE

DURATION

9.1 To be at least 12 months or the next leafing out whichever is the longer. Adoption will take place after an inspection and acceptance by the Parks Manager and a conveyance to the Council.

AFTERCARE OF GRASS

9.2 The Developer/Contractor is to keep all grass areas regularly maintained throughout the maintenance and aftercare period. Standard areas shall be cut at least 12 times a year. Sportsfields shall be cut more often and meadows less often. Arisings may need to be picked up as necessary. Fertilising may be necessary.

AFTERCARE OF PLANTING

9.3 The Developer/Contractor is to keep all planted areas and tree stations free of weeds, blown leaves and rubbish throughout the maintenance and the aftercare period. At no time are any weeds to be allowed to run to seed.

Weeding is to be carried out by careful hand forking between plants taking care not to damage them. The root systems of perennial weeds must be entirely removed. Special attention must be paid to the maintenance of areas of ground cover. All weeds must be entirely removed from the site.

During the aftercare period only such pruning shall be done as will encourage the natural development of any plant, and it shall be done at the correct season for the type of plant.

AFTERCARE OF TREES

9.4 Check guards and ties, firm stakes and firm soil around roots where necessary. Prune dry, dead or damaged twigs. Top dress in April following planting with a 75mm depth of peat including 7kg each of bone and hoof-and horn meal per tree.

WATERING DURING AFTERCARE PERIOD

9.5 Allow for watering grass areas, trees and planting at any time during the aftercare period when this may be necessary. See preamble below on losses, which also applies in the aftercare period.

LOSSES

9.6 The Developer/Contractor will be responsible for all losses and replace all losses, which occur for any reason whatsoever, including vandalism, during the maintenance period and any losses during the following twelve months after handover.

Replacements may be planted at any time during the aftercare period provided the time is seasonal for the type of plant, tree, shrub or bulb, and provided the full numbers are in position and satisfactory at final handover.

SECTION 10.0 – OPEN SPACE AND OUTDOOR PLAYING SPACE

GENERALLY

10.1 Open space shall be designed and provided in accordance with the general principles of the National Playing Field Association's Six Acre Standard 2001 ("NPFA 2001"), and the requirements of the Huntingdonshire Local Plan 1995 and the Huntingdonshire Local Plan Alteration 2002 ("the Local Plan"), as well as all other planning requirements.

10.2 Outdoor playing space will normally be provided in accordance with the requirements of the Local Plan. Children's casual and equipped playspace to be provided at a ratio of 0.8 hectares per 1000 population and Youth/adult playspace at a ratio of 1.6 hectares per 1000 population.

10.3 Amenity areas, landscaped bunds, balancing facilities and woodland may also be a requirement of the planning process.

MAINTENANCE CONTRIBUTIONS

10.4 The developer/owner will be required to pay the Council a commuted sum for future maintenance of the play areas and open space.

10.5 The developer/owner will also be required to pay the Council a commuted sum for future maintenance of any other amenity areas, landscaped bunds, balancing facilities and woodland if they are to be transferred to the Council.

SECTION 11.0 – EQUIPPED PLAY AREAS

GENERALLY

11.1 All play areas will be transferred to the Council, or if the Council so decides to the Local Town/Parish Council, upon satisfactory completion to the appropriate agreed design and standards. The Council's Parks Manager will act as agent for the Council or Town/Parish Council.

11.2 The design of the play areas will be undertaken by the developer/owner and submitted to planning authority for approval.

DESIGN

11.3 The general design principles included in Chapter 4 of the NPFA 2001, are to be used.

11.4 All sites for play areas shall be carefully selected and must form an integral part of the design process of the development.

11.5 The design of the play area will meet the requirements of the Disability Discrimination Act 1995.

11.6 All play areas shall be designed to give excellent play value for the appropriate age range. Seats and bins shall be provided to encourage 'stop and play'.

11.7 The following general categories of play areas shall be used:

- **Local Area for Play (LAP)**
A small area (minimum 100m^2) of open space for toddlers and young children (0-6 years) close to where they live. Clauses 4.42 to 4.45 of NPFA 2001 give general guidance principles for design, but at least 3 types of play equipment should be included. Springers, rockers and cradle swings fall within these criteria.

- **Local Equipped Area for Play (LEAP)**
A larger area (minimum 400m^2) of open space equipped for children of early school age (4-8 years) within reasonable walking distance of where they live. Clauses 4.46 to 4.51 of NPFA 2001 give general guidance principles for design, but at least 5 types of play equipment should be included, all of which should be individual items.

- **Neighbourhood Equipped Area for Play (NEAP)**
A much larger area (minimum1000m^2) of open space equipped mainly for older children (8-14 years) but with opportunities for younger children too, within walking/cycling distance of where they live. Clauses 4.52 to 4.57 of NPFA 2001 give general guidance principles for design, but at least 8 types of play equipment should be included, most of which should be individual items. Additional facilities for teenagers such as ball courts and skate areas may also be required.

- **Combined LEAP/NEAP**
There may be instances when a combined LEAP/NEAP may be more appropriate than an individual LEAP and NEAP. In such circumstances the same objectives could be achieved with at least 11 types of play equipment being provided, the majority of which should be individual items.

STANDARDS

12.0 The equipped play areas shall be constructed to the appropriate standards.

12.1 Play Equipment and Safety Surfacing – All manufacturers/suppliers/installers shall be approved by the Council. All equipment shall conform and be certified to the