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 **Burleigh Road, St Ives**, Cambridgeshire
Provision of Affordable Housing
and Commuted Sums for Recreation and Leisure Facilities
and for Open Space in St Ives

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

(CE.WAS.SPF.L/.PO/4)

THIS AGREEMENT is made the 6th day of December Two thousand and ~~Three~~ Five

BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire PE29 3TN (hereinafter called "the Council") of the one part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB3 OAP (hereinafter called "the Owner") of the other part

DEFINITIONS:

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

"the Act" means the Town and Country Planning Act 1990 (as amended)

"Affordable Housing" means housing affordable to those people who cannot afford to rent or buy houses generally available on the open market the following types of scheme or any one or combination thereof being affordable for the purposes hereof (it being expressly agreed and declared that this definition is not intended to be exhaustive)

(i) a dwelling let on an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) through the involvement of a Social Landlord at a level of rent not above the Housing Corporation's Rent Restructuring Regime or such other guidelines as may be approved by the Council

(ii) a dwelling for lease or sale on a shared ownership basis with a restriction but not a prohibition on the right of the Lessee/Purchaser to acquire full ownership; or

(iii) any other scheme approved by the Council which addresses its housing need and secures the provision of housing to be available in perpetuity (where legally permissible) for occupation by persons who by reason of their limited income and/or resources or of some other circumstances have need of

such housing and cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Scheme" means a scheme for securing the provision of Affordable Housing on the Affordable Housing Site which addresses the priority housing need identified by the Council such scheme to identify and/or specify (inter alia):-

(i) the location or locations of the Affordable Housing

(ii) the type of accommodation and form of tenure

(iii) the Social Landlord to be involved in or responsible for operating the scheme; and

(iv) the persons or categories of person for which the Affordable Housing will be provided particular regard being had to the categories of person referred to in the Notes following Policy AH5 of the Huntingdonshire Local Plan Alteration December 2002 (as may subsequently be amended or varied by any alteration to or replacement of it)

(v) the manner in which the Affordable Housing is to be secured in perpetuity (where legally permissible)

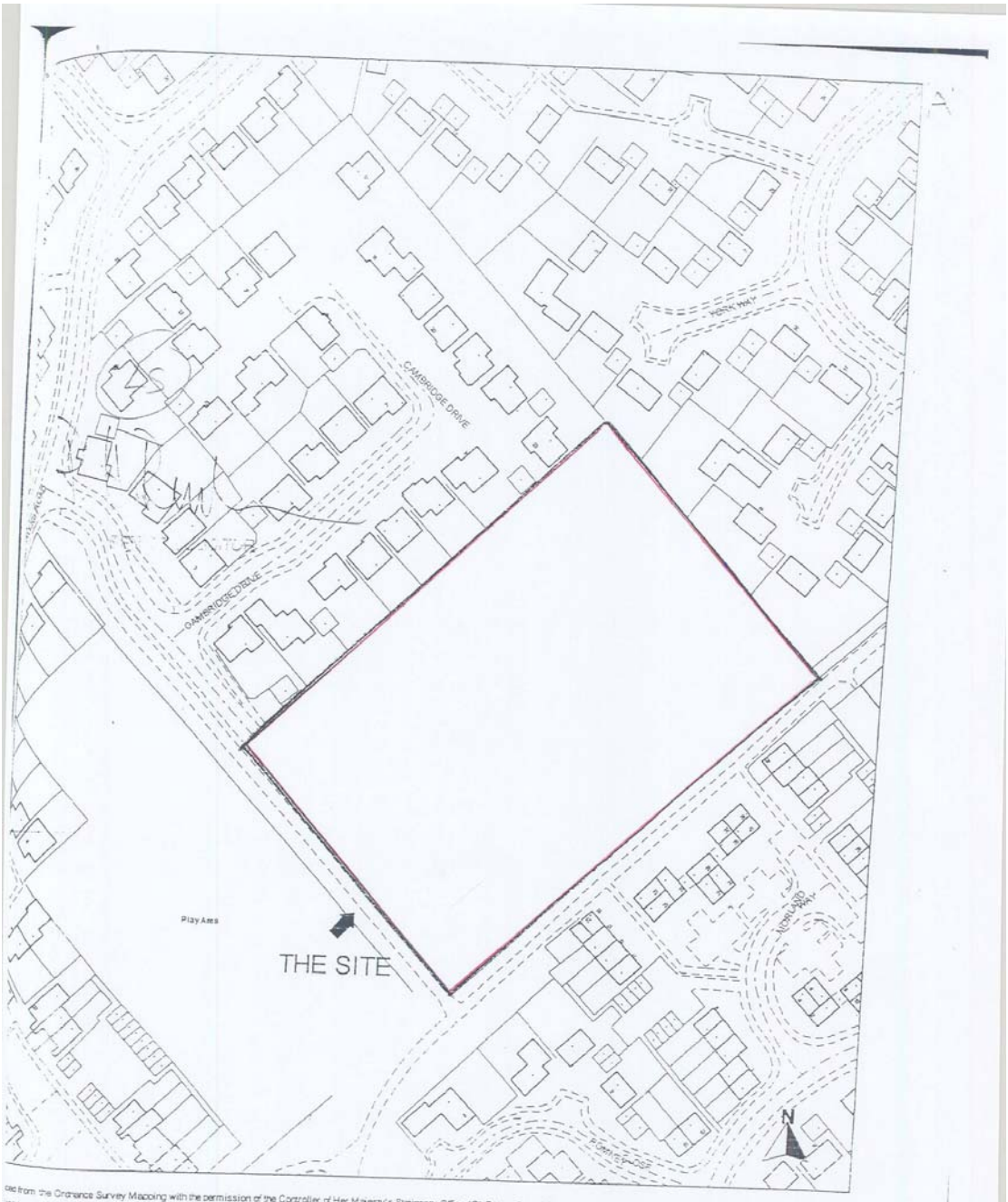
(vi) such other information as the Head of Planning may reasonably request

"the Affordable Housing Site" means the part of the Land comprising not less than 0.69 hectares (1.7 acres) and identified in the Affordable Housing Scheme for the provision of Affordable Housing

"Affordable Housing Site Terms" means the terms for the transfer of the Affordable Housing Site specified in Part 1 of the Schedule

"the Application" means the planning application registered on the 9th day of 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 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
"Commence Development"	shall be construed accordingly
"the Commuted Sum for Leisure"	means the sum payable by the Owner to the Council under Clause 1.1 of Part II to the Schedule in lieu of provision of on site leisure and recreation facilities which it is intended are to be provided elsewhere in St Ives
"the Commuted Sum for Open Space"	means the sum payable by the Owner to the Council under Clause 1.1 of Part III to the Schedule in lieu of provision of on site open space which it is intended is to be provided elsewhere in St Ives
"the Development"	means the development of the Land in accordance with the Planning Permission by proposed residential development
"the Dwellings"	means the dwellings to be constructed on the Land in accordance with the Planning Permission excluding those in the Affordable Housing Scheme (except where otherwise stated)
"the Head of Planning"	means the Head of Planning Services 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



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untingdonshire District Council

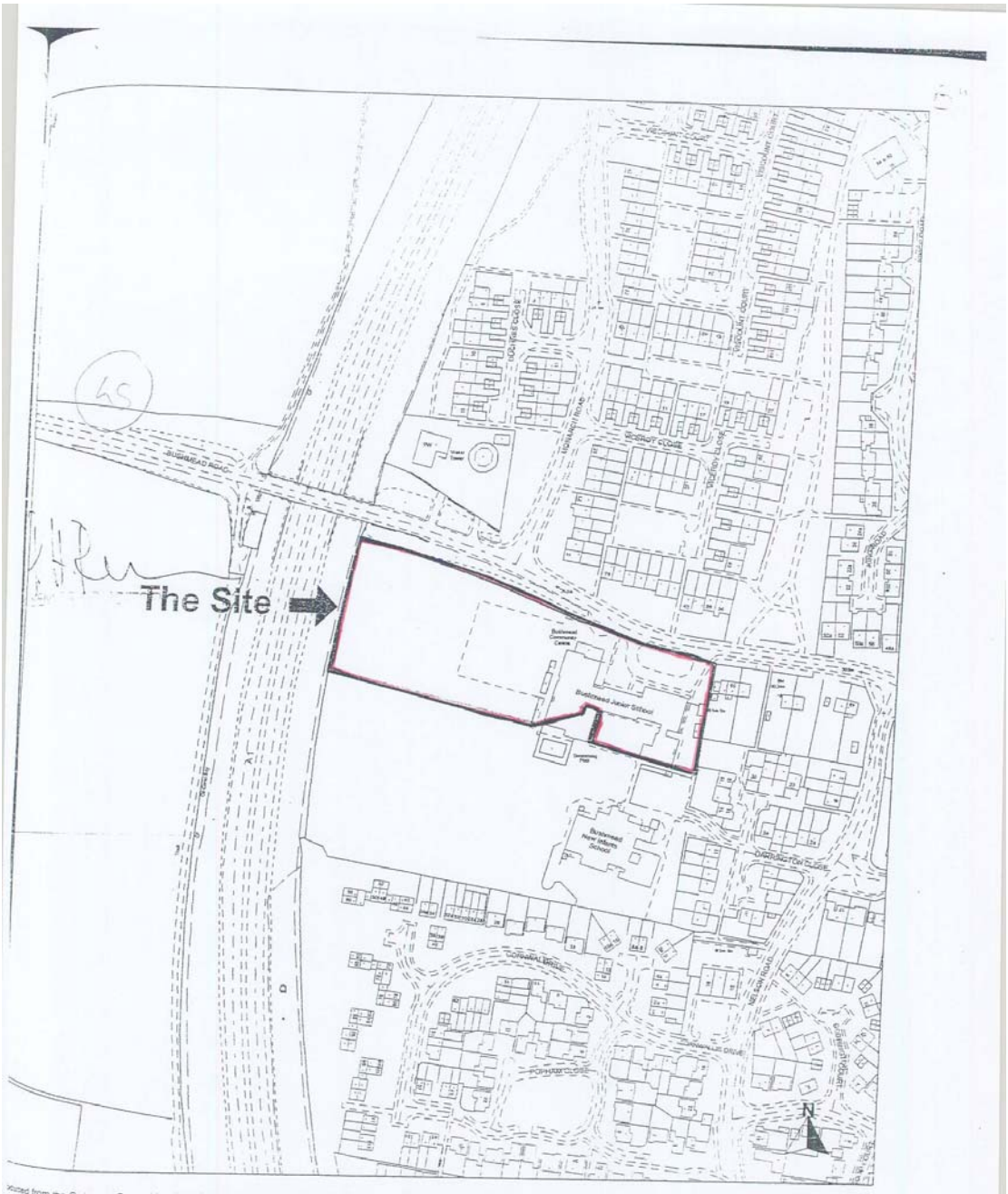
ection 106 Agreement - Town & Country Planning Act 1990

scription: PROPOSED RESIDENTIAL DEVELOPMENT

Date:

ress: LAND AT BURLEIGH ROAD, ST IVES

Plan No: 00/00930



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Huntingdonshire District

Date:

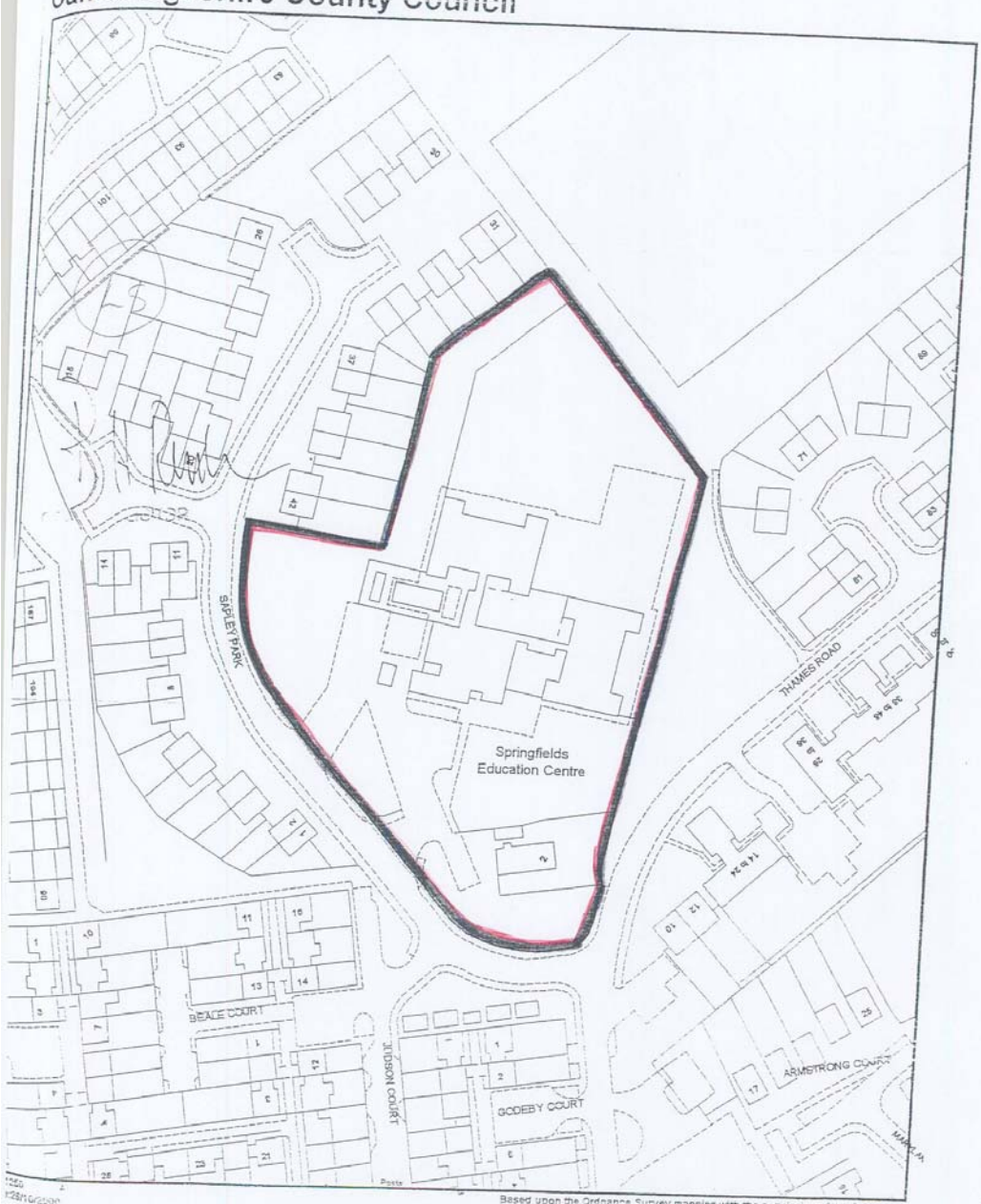
Section 106 Agreement - Town & Country Planning Act 1990

Description: Residential development

Address: Bushmead School, Bushmead Road, Eaton Socon

Plan No: 00/01485/OUT

Cambridgeshire County Council



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"the Land"	means land situate at Burleigh Road St Ives Cambridgeshire comprising approximately 1.2 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 "A"
"the Planning Obligations"	means the planning obligations specified in the Schedule
"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
"Scheme Development Standards"	means the published requirements and recommendations of the Housing Corporation for quality of housing, probity of procurement and procedural compliance current at the date the Planning Permission is granted
"Social Landlord"	means a registered social landlord within the meaning of Part I of the Housing Act 1996 and who is on the Council's list of approved developing registered social landlords
"Springfields School Site"	means land situate at Springfields School Thames Road Huntingdon Cambridgeshire comprising approximately 1.14 hectares and shown edged red on Plan "C" annexed to this Agreement and referred to in an application for outline planning permission for residential development registered with the Council on the 11th January 2001 under application 01/00055/OUT

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 registered with freehold title at HM Land Registry under title number CB221974

(3) The Owner has submitted the Application to the Council for Planning Permission for the Development in conjunction with applications for outline planning permission for residential development of other freehold land owned by it at the Bushmead School Site and the Springfields 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 on the Land

(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 Bushmead School Site and the Springfields School Site acknowledging that the affordable housing requirement relating to each of those sites is to be provided on the Land

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 dwellinghouses (and the curtilages thereof) erected on the Land pursuant to the Planning Permission

3 IT is agreed and declared

3.1 The expressions "the Council" shall include any other authority or body which 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 The Owner shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

3.4 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 Planning Authority

3.5 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 on the part of the Owner hereunder

3.6 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

3.7 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

3.8 Any bona fide purchaser and/or occupier of a single private dwellinghouse erected on the Land shall not be bound by the Planning Obligations save in connection with the Affordable Housing provided as part of the Affordable Housing Scheme but subject to the proviso to paragraph 3 of Part 1 of the Schedule hereto.

3.9 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

3.10 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

3.11 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 Council covenants with the Owner that if the Commuted Sum for Leisure paid to it pursuant to Part II of the Schedule or any part of it has not been applied by it for the purposes set out in paragraph 1.1 of such 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 St Ives which contract shall be completed after the expiry of the said five year period then any sum to be repaid shall be repaid following payment of the final account in respect of any and all such contracts and the sum repaid to the Owner shall be less all costs incurred by the Council and/or paid by the Council pursuant to such contract or contracts **and provided 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 Commuted Sum for Leisure in accordance with Part II of the Schedule notwithstanding that the trigger point for the payment of the sum specified in paragraph 1.1 of that part of the Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the Commuted Sum for Leisure 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 the Commuted Sum for Leisure has been spent

5 The Council covenants with the Owner that if the Commuted Sum for Open Space paid to it pursuant to Part III of the Schedule or any part of it has not been applied by it for the purposes set out in paragraph 1.1 of such 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 the Owner (here meaning the person firm or company that paid the Commuted Sum for Open Space) with interest at National Westminster Bank Plc base lending rate within two months after the receipt of a written demand from the Owner 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 public open space within the town of St Ives which contract shall be completed after the expiry of the said five year period then any sum to be repaid shall be repaid following payment of the final account in respect of any and all such contracts

and the sum repaid to the Owner shall be less all costs incurred by the Council and/or paid by the Council pursuant to such contract or contracts **and provided 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 Commuted Sum for Open Space in accordance with Part III of the Schedule notwithstanding that the trigger point for the payment of the sum specified in paragraph 1.1 of that part of the Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the Commuted Sum for Open Space 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 Owner that it shall if requested by the Owner in writing supply a statement of account to the Owner within two months of receipt of such request as to how the Commuted Sum for Open Space has been spent

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 I - Affordable Housing

1.1 Commencement of Development shall not take place until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Planning (such approval not to be unreasonably withheld or delayed)

1.2 No Dwellings shall be occupied unless and until the Affordable Housing Site has been transferred on the terms specified in clause 2 to this Part of the Schedule to the Council PROVIDED that the Council may prior to the transfer elect for the land to be transferred on the same terms to a Social Landlord nominated by the Council

2 The Affordable Housing Site shall be

2.1 transferred at no cost with unencumbered freehold title

2.2 accessible from the time of transfer to enable the construction of the Affordable Housing

2.3 provided up to the boundary of the Affordable Housing Site with :

2.3.1 an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980; and

2.3.2 adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991; and

2.3.3 access to electricity gas water supply telephone and other common services

2.4 sufficient in extent for the erection of the Affordable Housing in the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing) adequate curtilage parking spaces walkways gardens and other normal domestic facilities

3 The Affordable Housing shall not be occupied otherwise than in strict accordance with the provisions of this Agreement Provided that any mortgagee or chargee ("the mortgagee") of the Affordable Housing or any part thereof acting pursuant to the terms of a mortgage or legal charge affecting the Affordable Housing of which it is the registered proprietor or any receiver appointed by the mortgagee ("the receiver") may dispose of the

Affordable Housing or any part thereof in exercise of its power of sale free of the restrictions set out in this Part of the Schedule to this Agreement which shall not then bind successors in title to such mortgagee or receiver in respect of the Affordable Housing or any part thereof Subject to the mortgagee or receiver having first :-

3.1 notified the Council in writing of its intention to exercise its power of sale; and

3.2 used its reasonable endeavours to secure the continued availability of the Affordable Housing by transferring the Affordable Housing to a Social Landlord nominated by the Council

Provided That:-

3.3. if three months after notifying the Council under clause 3.1 above the Council has not notified the mortgagee or receiver by written notice of the nominated Social Landlord referred to in clause 3.2 above, or

3.4. if the written notice referred to in clause 3.3 has been served but six months after notifying the Council under clause 3.1 above contracts for the transfer of the Affordable Housing have not been exchanged with the nominated Social Landlord and an unconditional completion date agreed between the contracting parties then the mortgagee or receiver (as the case may be) shall be deemed to have complied with clauses 3.1 and 3.2 above PROVIDED FURTHER THAT this user and occupancy restriction shall:-

(a) Determine absolutely in respect of any Unit of Accommodation in circumstances where a tenant acquires a freehold or leasehold interest in such Unit pursuant to a statutory enfranchisement provision

(b) Not bind any service supplier purchasing or leasing or taking a transfer of any part of the Affordable Housing Site

(c) Determine absolutely in respect of any Unit of Accommodation demised or to be demised by way of Shared Ownership Lease once "stair casing out" has been effected whereby (in the case of a house) the leaseholder acquires a 100% equity share in the Unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to someone else or (in the case of a flat) acquires a 100% equity share in the

Lease and the leaseholder (or the leaseholder's nominee) either takes a new non-social housing Lease of the Unit or retains the existing Lease

(d) Determine absolutely in respect of any Unit of Accommodation demised or to be demised by way of Shared Ownership Lease where the Shared Ownership Lessee wanting to transfer his shared ownership interest has complied with the nomination provisions (if any) of the Shared Ownership Lease and has first offered to sell the Lessee's shared ownership interest to a nominee of the RSL Landlord and the RSL Landlord has been unable to unwilling to provide a nominee within the time period specified in the Shared Ownership Lease or such nominee has not exchanged contracts to acquire or not acquired the Lessee's interest within the time period specified within such Shared Ownership Lease

4 The Affordable Housing shall comply with Scheme Development Standards

Part II - Commuted Sum in lieu of Provision of Leisure Facilities on Site

1.1 No Dwelling shall be occupied until the Commuted Sum for Leisure has been paid to the Council which may be spent by either the Council or its nominee as it sees fit in the provision of recreation and leisure facilities off site within the town of St Ives Cambridgeshire

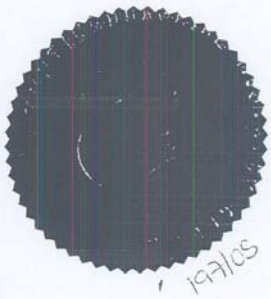
1.2 The Commuted Sum for Leisure shall as at the date of this Agreement be £30,040 adjusted in accordance with the proportional change in the Index during the period from 30 September 2000 up to the date that is three months before the date on which the Commuted Sum for Leisure is paid

Part III - Commuted Sum in lieu of Provision of Open Space on Site

1.1 No Dwelling shall be occupied until the Commuted Sum for Open Space has been paid to the Council which may be spent by either the Council or its nominee as it sees fit in the provision of public open space off site within the town of St Ives Cambridgeshire

1.2 The Commuted Sum for Open Space shall as at the date of this Agreement be £12,650 adjusted in accordance with the proportional change in the Index for 30 September 2000 up to the date that is three months before the date on which the Commuted Sum for Open Space is paid

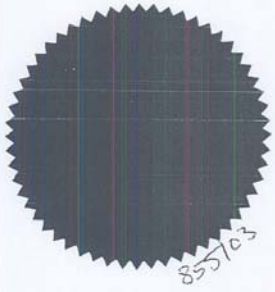
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DISTRICT COUNCIL was affixed to this Deed in the)
presence of :-)



~~Executive~~ Director of Central Services

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

SENIOR SOLICITOR



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.

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

European Standard BSEN 1176. All safety surfacing shall be in situ rubber wet pour and conform and be certified to the European Standard BSEN 1177. A post installation inspection and report shall be undertaken by RoSPA or an independent test house, at the developers/owners expense and submitted to the Parks Manager. Any requirement and/or recommendation of that Report shall be completed by the owner/developer at their own expense, before the equipment will be adopted by the Council.

12.2 Dog Proof Fencing – All play areas shall be bounded by galvanised steel bow top fencing, incorporating a hydrauiic self-closing pedestrian gate(s), and a vehicular gate. The manufacturer will be approved by the Parks Manager.

12.3 Access Paths - All play areas shall be linked to the public highway by a path, constructed to an agreed specification, including a wearing course which complies with the requirements of the Disability Discrimination Act 1995.

12.4 Signage – All play areas will have appropriate signs to identify the play area, indicate the owner and give details of nearest telephone and prohibited uses (i.e. dogs, drugs, alcohol, cycling, skating etc.). The design and materials will be approved by the Parks Manager.

Application Number: 0603232REM

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TOWN & COUNTRY PLANNING ACT, 1990

APPROVAL OF RESERVED MATTER(S)
FOLLOWING OUTLINE PLANNING PERMISSION

Taylor Woodrow Developments And Beds Pilgrims Housing Assoc
Unit 1 Craven Court
Willie Snaith Road
Newmarket
Suffolk
CB8 7FA

Refer to outline planning permission No.: 0000930OUT

Huntingdonshire District Council in pursuance of powers under the above mentioned Act, hereby **APPROVE** the following matter(s) which had been reserved for later approval in the outline planning permission referred to above.

Approval of external appearance, access, layout and design for erection of 56 dwellings and associated infrastructure
Land Off Cambridge Drive St Ives Cambridgeshire

in accordance with your application received on 29th September 2006 and the plans, drawings and documents which form part of the application subject to the following condition/s and reason/s.

1. Condition. All the conditions specified in the outline planning permission referred to above with the exception of the reservation of the matters hereby approved.

2. Reason. To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990, as amended.

3. Condition. The proposed development shall be carried out in complete accordance with the amended plans received on 11th December 2006 specifically drawings referenced 12601/2/10A, 100A, 105A, 106A, 107A, 110A and 111A.

3. Reason. For the avoidance of doubt and to ensure a satisfactory standard of development.

S. R. Ingram

Head of Planning Services
Operational Services Directorate
ufm2.rtf
Date 12th December 2006

Huntingdonshire
district council

PATHFINDER HOUSE ST MARY'S STREET HUNTINGDON PE29 3TN

4. Condition. No dwelling shall be occupied until the access roads linking the development to the existing highway network at Cambridge Drive have been laid out in accordance with the approved plan and constructed to base-course level in accordance with a detailed engineering scheme to be submitted to and approved in writing by the local planning authority and such a scheme shall comprise levels, forms of construction, surface water drainage and street lighting systems.

4. Reason. In the interests of highway safety.

5. Condition. The car parking spaces shall shown on the submitted plans shall be surfaced and marked out to the satisfaction of the Local Planning Authority and shall be made available before the dwellings to which they relate are occupied and thereafter used for no other purposes.

5. Reason. To ensure that parking and servicing facilities will be available at all times to serve the premises.

6. Condition. Visibility splays shall be provided on both sides of each access and shall be maintained free from any obstruction over a height of 760mm within an area of 2m x 2m measured from and along respectively the back of the footway.

6. Reason. In the interests of highway safety.

7. Note to applicant. Your attention is drawn to the following aspects of development for which further approval and discharge of conditions of the outline planning permission is required before any development commences:-

   Reserved matters submission for landscaping.

   Conditions 4 – materials, Condition 7 – hedge protection, Conditions 8 and 9 – hard and soft landscaping, Condition 11 – surface water drainage scheme.

8. Note to applicant. The applicant's attention is drawn to the enclosed letter from the Environment Agency.

9. Note to applicant. The Local Planning Authority has had regard to the provisions of the Development Plan comprising the Cambridgeshire and Peterborough Structure Plan, 2003 and the Huntingdonshire Local Plan, 1995 as altered by the Huntingdonshire Local Plan Alteration, 2002 and the Huntingdonshire Local Development Framework Core Strategy 2006, approved for submission to the Secretary of State, so far as material to the application and to all other material considerations. Having determined the proposal on the basis of the submitted information the application is hereby approved subject to the conditions specified above.

10. Note to applicant. In approving the application the relevant Development Plan Policies and/or material considerations were identified as HL5, HL6, H31 and AH3

S. R. Ingram

Head of Planning Services
Operational Services Directorate

ufm2.rtf

Date 12th December 2006

Huntingdonshire
district council

PATHFINDER HOUSE ST MARY'S STREET HUNTINGDON PE29 3TN

NOTES

1. **Rights of Appeal under the Town and Country Planning Act, 1990 Section 78, The Planning (Listed Buildings and Conservation Areas) Act 1990 Section 20 and the Town and Country Planning (Control of Advertisement) Regulations 1989.**
2. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant permission subject to conditions, he/she may appeal to the Secretary of State for the Environment, Transport and the Regions within;
   - **Six months from the date of this decision notice.**
   - **Eight weeks from the date of this notice if the decision relates to an advertisement.**
3. Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Alternatively all forms can be downloaded from their website www.planning-inspectorate.gov.uk. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the Development Orders and to any directions given under the Orders. He does not, in practice, refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given by him.
4. If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, Transport and the Regions and the owner of the land claims that the land has become incapable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the County District in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provision of Part VI of the Town and Country Planning Act, 1990.
5. In certain circumstances, a claim may be made against the Local Planning Authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of an application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
6. This decision notice does not convey any approval or consent which may be required under any enactment, bye-law or regulation other than Section 57 of the Town and Country Planning Act 1990.

S. R. Ingram

Head of Planning Services
Operational Services Directorate

Huntingdonshire
district council

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