(83)

DATED 12 April 2002

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

- and -

MESSRS LAMBERT, MANNING, A MILLER and R MILLER

# A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
Residential development of 0.73 hectares
Land on north side of Ashbeach Drove, Ramsey St Mary's
(Education Contribution £21,000 and transfer of play area)

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

(CenS.WAS.CPM. L/PO.21)

OPERATIONAL SERVICES
LEGAL DIV.
16 APR 2002
RECEIVED

**THIS AGREEMENT** is made the 12 day of April Two thousand and two

**BETWEEN** the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the first part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part **RICHARD HORACE LAMBERT** of Wellington House Farm, Ramsey St Mary's, Huntingdon, Cambridgeshire **TERENCE ARTHUR MANNING** 29 Augustus Court, ~~Fairborn~~ FAIRLAWN PARK Close, Hanworth, Feltham, Middlesex, **ROGER SCOTT MILLER** of Old Farm, Mill Street, Stowupland, Stowmarket Suffolk, and **ARNOLD STUART MILLER** of ~~Four~~ LOWFARM Farm Chapel Road, Ashby St Mary, Norwich (hereinafter called "the Owners") of third part

**DEFINITIONS:**

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

| | |
|---|---|
| "the Act" | means the Town & Country Planning Act 1990 (as amended) |
| "the Application" | means the planning application registered on the 15th day of September 2000 under application number 00/01569/OUT |
| "the Commencement of the Development" | means the implementation of the Planning Permission by the carrying out of a material operation |
| "the County Council" | means Cambridgeshire County Council of Shire Hall, Castle Hill, Cambridge, Cambridgeshire and its successors in function and assigns where the context so admits |
| "the Development" | means the development of the Land in accordance with the Planning Permission by erection of six semi detached and nine detached dwellings and provision of play area |
| "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 Land" | means land situate on the north side of Ashbeach Drove. Ramsey St Mary's, Huntingdon comprising approximately 0.73 hectares and shown edged red on the Plan |




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Scale: 1:2500

# Huntingdonshire District Council

Date: 30/01/2002

## Section 106 Agreement - Town & Country Planning Act 1990

Description: ERECTION OF 6 SEMI-DETACHED AND 9 DETACHED DWELLINGS

Address: LAND NORTH OF ASHBEACH DROVE, RAMSEY ST MARYS

Plan No: 00/01569/OUT

| | |
|---|---|
| "Material Operation" | means a material operation as defined by Section 56 (4) of the Act |
| "the Public Open Space" | means an area of the land comprising nought point two five hectares to be dedicated as Public Open Space and transferred to the Council (or its Nominee) as referred to hereafter in Paragraph 2 of the Schedule |
| "the Plan" | means the plan annexed hereto |
| "the Planning Obligations" | means the planning obligations specified in the Schedule hereto |
| "the Planning Permission" | means permission for the Development to be 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 |

**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 County Council is a Local Planning Authority and the Local Education Authority for Cambridgeshire

(3) The Owner is seised of the land for an estate in fee simple in possession free from encumbrances

(4) The Application has been submitted to the Council for Planning Permission for the Development

(5) 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 Deed into which the parties hereto have agreed to enter

(6) This Agreement is intended to secure inter alia the provision of

(a) a £21,000 Index Linked contribution towards secondary education in the district

(b) open space as part of the proposed Development and to make arrangements for the dedication and transfer of land (in a suitably prepared condition) with an area of nought point two five hectares as Public Open Space

**NOW THIS DEED** which is a Planning Obligation made in pursuance of Section 106 of the Act 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 and (in respect of paragraph 1 of the Schedule by the County Council

2. **THE** Owner hereby covenants with the Council and separately with the County Council:

2.1 to observe and perform the Planning Obligations

2.2 to comply with all other provisions covenants and other 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 interest by way of mortgage or legal charge

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" and "the County Council" and "the Owners" shall include their successors in title and assigns

3.2 Wherever the expression "the Owners" includes more than one person then 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 and the County Council the reasonable legal costs incurred by the Council and the County 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 Local Planning Authority

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 hereunder

3.7 That in the event of any payment properly payable under this Agreement not being paid within 7 days of the due date interest shall be payable on the amount payable but unpaid 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 The Owner here acknowledges and agrees that the County Council may at its sole discretion on or at any time after completion of this Planning Obligation commence the provision or provide (in whole or in part) the education facilities referred to in paragraph 1 of the Schedule to this Agreement notwithstanding that the trigger point for payment of the sums specified in paragraph 1 of the Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the said specified sum in accordance with the provisions of this Agreement so as to reimburse the County Council the costs incurred (if any) prior to such trigger point

3.9 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

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)

1. Education

No dwellings comprised in the Development shall be occupied until the sum of Twenty One Thousand Pounds (£21,000) ("the Education Contribution") has been paid by the Owners to the County Council to be used by the County Council for the purpose of improving secondary educational Facilities serving [Ramsey] catchment area **PROVIDED ALWAYS** that the Education Contribution shall be adjusted in accordance with the proportional change in the Royal Institute of the Chartered Surveyors Building Cost Information Service All In Tender Price Index during the period calculated from the date of this Agreement to a date one month before payment of the said sum to the County Council is made

2. Open Space

(i) Not to commence the proposed Development by the carrying out of a material operation unless and until a landscaping scheme (hereinafter called "the Landscaping Scheme") complying with the Huntingdonshire District Council's Standard Specification for the Construction and Maintenance of Landscaped Areas dated March 2001 and set out in ANNEX 1 hereto has been submitted to and approved by the Head of Planning in accordance with this Schedule and a Supplemental Deed (if any) completed in accordance with paragraph 3 of this Schedule

(ii) The landscaping scheme which may include for phasing of the development shall include (inter alia)

(a) a detailed layout design specification and programme of works for laying out both the areas which will be dedicated as the Public Open Space (hereinafter called "the Public Open Space") in accordance with this Agreement and the remaining open and landscaped areas which will not be so dedicated; and

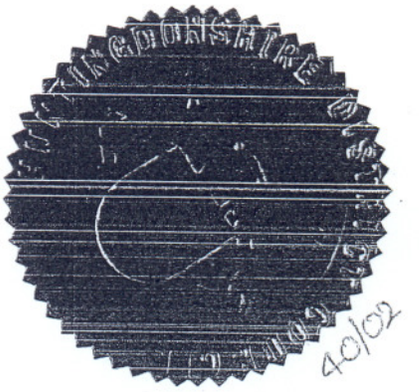
(b) a detailed timetable within which the landscaping scheme will be completed and the Public Open Space transferred to the Council or its nominee which shall be linked to

the construction and occupation of fifty per cent of the dwellings permitted as part of the proposed development or that phase of it

(iii) The landscaping scheme and detailed timetable agreed in accordance with the preceding paragraph shall if so required by the Council be embodied into an Agreement supplemental to this Planning Obligation with the intent that the requirements undertakings and covenants contained therein shall be binding on the land

(iv) To the reasonable satisfaction of the Head of Planning (who shall provide certificates accordingly to the Owners as appropriate) to ensure that the Public Open Space shall be laid out in accordance with the approved landscaping scheme and shall be maintained thereafter for a period of 12 months (hereinafter called "the maintenance period)

(v) Immediately after the expiry of the maintenance period and subject to any defects in the works being made good and any dead or dying trees and shrubs being replaced the Owners will offer to transfer and the Council (or such other third party (hereinafter called "nominee") as may be nominated by the Council and approved by the Owners such approval not to be unreasonably withheld or delayed) will accept the Public Open Space by way of gift and at no expense to the Council (or its nominee) for use solely as public open space together with all rights and easements necessary for the maintenance and public use thereof and such offer shall remain open for acceptance for at least twelve months




THE COMMON SEAL of the **HUNTINGDONSHIRE DISTRICT COUNCIL** was affixed to this Deed in the presence of :-

Executive Director of Central Services




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

C. R. Betts

SENIOR LAWYER

**SIGNED** as a Deed and **DELIVERED** by the said **RICHARD HORACE LAMBERT** in the presence of:

R. H. Lambert

**SIGNED** as a Deed and **DELIVERED** by the said **TERENCE ARTHUR MANNING** in the presence of:

T. A. Manning

**SIGNED** as a Deed and **DELIVERED** by the said **ROGER SCOTT MILLER** in the presence of:

R S Miller

**SIGNED** as a Deed and **DELIVERED** by the said **ARNOLD STUART MILLER** in the presence of:

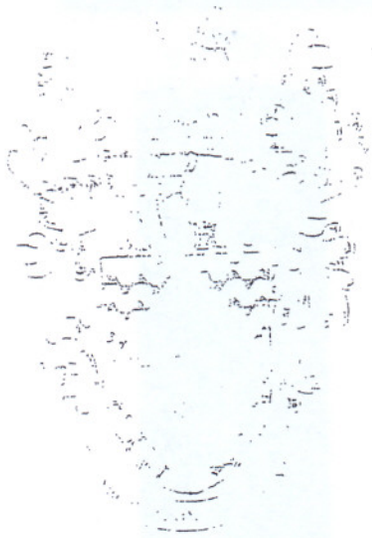
A S Miller

ANNEX 1

# HUNTINGDONSHIRE DISTRICT COUNCIL

## Directorate of Commerce & Technology

## Community Services



# Standard Specification for the Construction & Maintenance of Landscaped Areas for Adoption by the District Council

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

March 2001

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 - PLAY AREAS**

GENERALLY

10.1 All play areas will be transferred to the local Town/Parish Council upon satisfactory completion. The Parks Manager will act as agent for these Councils. Commuted sums for future maintenance will be required.

DESIGN AND STANDARDS

10.2 All play areas shall be designed to give excellent play value and shall be ROSPA approved.

All play areas shall be in accordance with the Six-Acre Standard, published by the National Playing Field Association, for LAP's (3 items), LEAP's (5 items) and NEAP's (8 items). Combined LEAP's/NEAP's may also be approved (11 items).

All play areas shall be approved by Planning in accordance with the Huntingdonshire Local Plan and the Six Acre Standard, published by the National Playing Field Association.

PLAY EQUIPMENT

10.3 All equipment shall conform to BSEN 1176, the new European Standard. All items shall be certificated. A post installation inspection shall be undertaken by ROSPA, or independent test house, at the Developer's/Contractor's expense and submitted to the Parks Manager.

SAFETY SURFACING

10.4 All safety surfacing shall conform to BSEN 1177, the new European Standard, to suit the equipment provided. A post installation inspection shall be undertaken by ROSPA, or independent test house, at the Developer's/contractor's expense and submitted to the Parks Manager.

DOG PROOF FENCING

10.5 All play areas shall be bounded by steel dog proof fencing incorporating self-closing pedestrian gates and vehicular access gate, and will conform to a design approved by the Parks Manager.

# HUNTINGDONSHIRE DISTRICT COUNCIL

## INTERNAL MEMORANDUM

| | |
|---|---|
| FROM : THE HEAD OF LEGAL & ESTATES | TO : OPERATIONAL SERVICES<br>DEVELOPMENT CONTROL |
| MY REF: CENS.WAS.cpm.L/PO/21 | FAO: MR G F CROCKER |
| PLEASE ASK FOR : WAYLAND SMALLEY | YOUR REF : GFC/00/01569/OUT |
| EXT NO : 8022 | DATE : 18 April 2002 |

**S106 AGREEMENT - LAND AT ASHBEACH DROVE, RAMSEY ST MARY'S**

I enclose for your record a copy of the completed S106 agreement dated for 12 April 2002. Please now issue the planning permission and let me have a copy of it as soon as possible.

I have arranged for Local Land Charges to register the S106 agreement. I have also informed the County Council that the matter has been completed and to expect the Education Contribution, which has been retained out of the deposit money on exchange of contracts, I am informed by Serjeant & Son solicitors.

I have copied this memorandum to Steve Moller, Parks Manager for his information together with a further copy of the completed S106 Agreement.

Could you kindly arrange to monitor the progress of the development on site so that the open space is duly provided and transferred in due course.

**Mr W Smalley**
**SOLICITOR**
**LEGAL AND ESTATES**

**cc: Steve Moller – Parks Manager**

OPERATIONAL SERVICES DEV. 18 APR 2002 RECEIVED TL ACOS

Application Number: 00/01569/OUT

TOWN & COUNTRY PLANNING ACT, 1990

OUTLINE PLANNING PERMISSION

Messrs Lambert, Manning, A Miller And R Miller
c/o Peter Webster - Webster Associates
3 Spaldwick Road
Stow Longa
Huntingdon
Cambs PE28 0TL

Huntingdonshire District Council in pursuance of powers under the above Act, hereby **PERMIT**

**Erection of six semi-detached and nine detached dwellings and provision of play area at Land At Ashbeach Road Ramsey St. Marys Ramsey Huntingdon Cambridgeshire**

in accordance with your application received on 13th September 2000 and the plans, drawings and documents which form part of the application subject to the following condition/s and reason/s.

1. Condition. Approval of the details of the siting, design, and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called 'the reserved matters') shall be obtained from Local Planning Authority in writing before any development is commenced.

1. Reason. To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town & Country Planning Act 1990.

2. Condition. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.

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

3. Condition. The development hereby permitted shall be begun before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved whichever is the later.

3. Reason. To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town & Country Planning Act 1990.

4. Condition. The plans and particulars submitted in accordance with condition (1), shall include details of the size, species and positions or density of all trees to be planted and the proposed time or planting.

**Head of Planning Services**
ufm44.rtf
Date 22nd April 2002



**Huntingdonshire**
DISTRICT COUNCIL
*Pathfinder House St Mary's Street Huntingdon PE29 3TN*

4. Reason. For the avoidance of doubt.

5. Condition. Before any dwelling is occupied a footpath shall be constructed along the site frontage along the public highway connecting to the existing footway to the east in accordance with details to be submitted to and approved in writing by the Local Planning Authority before any development is commenced.

5. Reason. In the interests of highway safety.

6. Note to applicant. This decision is based upon the submitted application as amended by letter dated 29th March 2001.

7. Note to applicant. This permission is related to an Agreement entered into by the applicant and the Huntingdonshire District Council, under Section 106 of the Town and Country Act 1990.

8. Note to applicant. You are advised that you must comply with the requirements of the Middle Level Commissioners under the Land Drainage Act, 1976 and associated bylaws prior to the commencement of work on site.

9. Note to applicant. 'Landscaping'. This means the treatment of the land forming the application site and includes screening by fences, walls or other means, the planting of trees, hedges, shrubs or grass, the formation of banks, terraces or other earthworks, the laying out of gardens or courts, and the provision of other amenity features.

10. Note to applicant. Where the foregoing conditions require tree and landscape works to be carried out the authority would expect wherever possible the works should comply with BS 5837:1991 Trees in relation to construction.

11. Note to applicant. The following planning policy documents and/or guidance are considered to be relevant to this decision:

The Approved Development Plan which comprises:
The Cambridgeshire Structure Plan 1995
The Huntingdonshire Local Plan 1995
Other relevant planning guidance (if any).
PPG 1 and PPG 3

Head of Planning Services
ufm44.rtf
Date 22nd April 2002



Huntingdonshire DISTRICT COUNCIL
Pathfinder House St Mary's Street Huntingdon PE29 3TN





