(75)

DATED 29 July 2002

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

CAMBRIDGESHIRE COUNTY COUNCIL

- and -

LEX NOMINEES INTERNATIONAL LIMITED

- and -

BEAZER ~~PERSIMMON~~ HOMES ~~(EAST MIDLANDS)~~ LIMITED

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 in relation to
7.2 hectares at Kings Ripton Road
Huntingdon

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

(CenS.CM.jaw.L/PO 3)

THIS AGREEMENT is made the 29 day of July Two thousand and two

B E T W E E N the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire (hereinafter called "the Council") of the one/first part and **CAMBRIDGESHIRE COUNTY COUNCIL** of Shire Hall Castle Hill Cambridge CB03 0AP (hereinafter called "the County Council") of the second part and **LEX NOMINEES INTERNATIONAL LIMITED** (hereinafter called "the Owner") of the third part and ~~**PERSIMMON**~~ **HOMES (~~EAST MIDLANDS~~) LIMITED** whose registered office is at Persimmon House Fulford York YO19 4FE (hereinafter called "the Developer") of the fourth part

DEFINITIONS:

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

"the Act" means the Town & 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 including the following types of scheme or any one or combination thereof (it being expressly agreed and declared that this definition is not intended to be exhaustive)

(i) a dwelling let as 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 National Housing Federation Eastern Regional Indicator Rents prevailing at the time the Affordable Housing Site (or relevant part thereof) is transferred to a Social Landlord or the Council in accordance with paragraph

1 to the Schedule or such other guidelines as may be approved by the Council (acting reasonably)

(ii) a dwelling for sale on a shared ownership basis (with a restriction but not a prohibition on the right of the lessee 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 or schemes for securing the provision of a total of 60 units of Affordable Housing for rent to include 8 no. two-bedroom houses, 4 no. three-bedroom houses, 2 no. four-bedroom houses 14 no. two-bedroom bungalows and 1 no. three-bedroom bungalow ("Phase 1"); and 24 no. one-bedroom flats and 7 no. 2 bedroom houses ("Phase 2) or such other combination of Affordable Housing units as the Head of Planning may in his discretion approve such scheme to identify and/or specify :-

(i) the location or locations of the Affordable Housing and extent of the Affordable Housing Site

(ii) the type of accommodation

(iii) the persons or categories of person for which the Affordable Housing will be provided particular regard being made to the categories of person referred to in

the notes following Policy H6 of the Huntingdonshire Local Plan adopted December 1995 (as may subsequently be amended or varied by any alteration to or replacement of the Local Plan)

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

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

"Affordable Housing Site"	means the part or parts of the Land within the Application comprising in total 1.33 hectares or thereabouts (which area shall for the avoidance of doubt not include any part of the Landscaping Belt) for the provision of Affordable Housing in accordance with the Affordable Housing Scheme
"Affordable Housing Site Terms"	means the terms for the transfer of the Affordable Housing Site as set out in paragraph 1.7 to the Schedule
"the Application"	means the planning application registered on the 31st day of March 2000 under application number 00/00510/OUT
"Bus Shelter Contribution"	means the sum of £2,250 (increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date of payment of the Bus Shelter Contribution) for the provision of a bus shelter and/or bus shelter hard-standing at either Kings Ripton Road or Coneygear Road
"Commence Development/ Commencement of Development"	means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act

"Committed"	means that a contract has been let to a contractor or awarded to the Council's or County Council's direct service organisation to undertake the relevant works
"the Development"	means the carrying out of residential and ancillary development on the Land in accordance with the Planning Permission
"the Education Contribution"	means the sum of £1,562.50 per Open Market Dwelling increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date of payment of the Education Contribution
"the Footpath/Cycleway Contribution"	means the sum of £20,000 (increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date of payment of the Footpath/Cycleway Shelter Contribution) as a contribution to the construction of the Footpath/Cycleway between the points marked A-B on the Highway Plan
"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
"Highway Plan"	means the plan annexed hereto and marked drawing No 1420/Cycleway/01 Revision B
"Housing Development"	means the total number of Open Market Dwellings and units of Affordable Housing constructed on the Land
"Kings Ripton Road Footpath/Cycleway"	means a footpath and/or cycleway on the north side of Kings Ripton Road as shown on the Highway Plan
"the Land"	means land situate at adjacent to the Tesco Superstore Kings Ripton Road Sapley Huntingdon comprising approximately 7.2 hectares and shown edged red on the Plan

"Landscaping Belt"	means a landscaping and noise attenuation buffer to be provided along the northern boundary of the Land adjacent to the A141
"Landscaping Belt Contribution"	means a commuted sum sufficient to ensure the proper future maintenance of the Landscaping Belt including an acoustic fence and also including the reasonable costs of management and administration of the maintenance work and the reasonable cost of third party and public liability insurance to the Council's normal standard
"Maintenance Period"	means a period of 12 months after the Open Space has been laid out in accordance with the Planning Permission the Specification and paragraph 2 to the Schedule
"Off Site Facilities"	means the provision and/or maintenance of public open space or other recreational facilities serving Huntingdon
"Off Site Facilities Contribution"	means the sum of £45,540 increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date of payment of the Off Site Facilities Contribution
"On-Site Facilities"	means one no. combined LEAP/NEAP comprising 11 items of play equipment to an approximate value of £50,000 and one no. LAP comprising 4 items of play equipment to an approximate value of £10,000 to be provided on the Open Space in accordance with the Specification and the NPFA's 6 Acre Standard (1992) or any successor document or standard current at the time the On Site Facilities are provided (the aforementioned values to be increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date on

	which the On Site Facilities are provided in accordance with paragraph 2 to the Schedule to this Agreement)
"On-Site Facilities Maintenance"	means the maintenance and other work required for the upkeep of the On-Site Facilities
"On-Site Facilities Maintenance Contribution"	means the sum of £19,000 increased by 5% per annum calculated on a daily basis and compounded annually from the date of the Agreement to the date of payment of the On Site Facilities Contribution
"Open Market Dwelling(s)"	means the dwelling houses and/or flats erected on the Land in accordance with the Planning Permission excluding any Affordable Housing
"Open Space"	means part of or parts of the Land comprising 0.52 hectares (1.286 acres) to be laid out as open space in accordance with paragraph 2 of the Schedule and encompassing the On-Site Facilities
"Open Space Contribution"	means the sum of £6,120 (increased by 5% per annum calculated on a daily basis and compounded annually from the date of this Agreement to the date of payment of the Open Space Contribution) for the upkeep of associated grass and landscaping on the Open Space
"Town Council"	means Huntingdon Town Council
"the Plan"	means the plan annexed hereto and marked "Site Location Plan" (Plan No: 00/00510)
"the Planning Obligations"	means the planning obligations specified in the Schedule hereto
"the Planning Permission"	means permission for the Development granted by the Council pursuant to the Application and includes any approval of reserved matters pursuant to an outline

	permission or any agreed amendments to the Planning Permission in the form of the draft annexed to this Agreement
"Purchase Price"	means a sum equal to £3,500 per unit of Affordable Housing on the Affordable Housing Site (or relevant part thereof)
"Scheme Development Standards"	means the essential items referred to in the published requirements and recommendations of the Housing Corporation for quality of housing probity and procurement and procedural compliance as described in the Housing Corporation Publication "Scheme Development Standards" (4th Edition) published in August 2000) or any amendment thereto or replacement thereof which is current at the date the Affordable Housing Site (or relevant part thereof) is transferred to a Social Landlord or the Council in accordance with paragraph 1 to the Schedule
"Social Landlord"	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996
"the Specification"	means the specification annexed hereto and marked "Huntingdonshire District Council Standard Specification for the Construction and Maintenance of Landscaped Areas for Adoption by the District Council" dated March 2001

WHEREAS:

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

(2) The County Council is the Local Education Authority for the area within which the Land is situated and also a Local Planning Authority for the purposes of the Act

(3) The Owner is seised of the Land registered with Absolute title at H M Land Registry under title number CB221349

(4) The Owner and the Developer have entered into a contract dated 7th January 2000 for the Developer to acquire the Land conditional upon the grant of the Planning Permission

(5) The Developer has submitted the Application to the Council for Planning Permission for the Development

(6) 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

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
2. The Planning Obligations contained in paragraphs 1-3 and 5-10 inclusive to the Schedule hereto are enforceable by the Council and those contained in paragraphs 4 and 8 are enforceable by the County Council
3. **THE** Owner and the Developer hereby covenant with the Council and the County Council

3.1 to observe and perform the Planning Obligations

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

3.3 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 a disposal of any interest by way of mortgage or legal charge or to the freehold sale or long lease to a bona fide purchaser of a single private dwelling comprised in the Housing Development

3.4 to notify the Council and County Council in writing within 14 days thereof of the Commencement of Development

4. **IT** is agreed and declared

4.1 The expressions "the Council" "the County Council" "the Owner" and "the Developer" shall include their successors in title and assigns subject to the provisions of clause 4.10 of this Agreement

4.2 Wherever the expression "the Owner" or "the Developer" includes more than one person then the covenants on the part of the Owner and/or the Developer herein contained shall be deemed to be joint and several

4.3 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 and at the request of the Owner the council and/or County Council shall cancel or apply for cancellation of any entry made in any Land Charges or Land Registry register

4.4 The Developer shall pay to the Council and the County Council on the execution of this Deed the reasonable legal costs properly incurred by the Council and the County Council in drafting negotiating and completing this Agreement

4.5 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 or the County Council as Local Authority and/or Local Planning Authority

4.6 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 herein contained

4.7 That in the event of any delay in making any payment required under this Agreement interest shall be payable on the amount payable at the rate of three 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

4.8 Any bona fide purchaser and/or occupier of a single Open Market Dwelling erected on the Land shall not be bound by Planning Obligations

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

4.10 No person or body shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs

4.11 In the event of a dispute between the parties arising in connection with this Agreement (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") (being a member of the Planning Division of the RICS with not less than ten years' recent experience in the field of town and country planning and development) whose identity will be agreed between the parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of either party and it is further agreed that –

(a) the determination of the Expert will be final and binding on the parties save in the case of manifest error

(b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct and

(c) the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Experts' costs.

4.12 The Developer shall not be liable under this Deed unless and until it completes the purchase of the Land

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

1.7.1 transferred in consideration of the Purchase Price

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

1.7.3 provided up to the boundary of the Affordable Housing Site with

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

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

1.7.3.3 access to electricity gas telephone and other common services

1.7.3.4 PROVIDED THAT if it has not been possible to complete such Agreement or Agreements as specified in paragraphs 1.7.3.1 and 1.7.3.2 by the time of such transfer then the Owner covenants to use all reasonable endeavours to enter into such Agreements as soon as possible thereafter

1.8 If the Affordable Housing Site (or relevant part thereof) is transferred to the Council under clause 1.6 the transfer shall be

1.8.1 On the Affordable Housing Site Terms; and

1.8.2 The Owner shall make an interest free loan ("the Loan") to the Council equivalent to the Purchase Price which loan shall be secured by a legal charge over the Affordable Housing Site (or relevant part thereof)

1.9 The Council shall use its reasonable endeavours to transfer the Affordable Housing Site (or relevant part thereof) to a Social Landlord and upon completion of the transfer to the Social Landlord secure repayment of the Purchase Price together with interest thereon calculated at 5% (such interest to be compounded annually from the date the Affordable Housing Site or relevant part thereof was transferred to the Council to the date of payment of the Purchase Price)

1.10 If a transfer of the Affordable Housing Site (or part thereof) to a Social Landlord has not been effected within 3 years from the date of transfer to the Council, the Council will transfer the Affordable Housing Site (or relevant part thereof) back to the Owner

in full satisfaction of the Loan (and for the avoidance of doubt the Council shall have no liability for interest thereon)

1.11 In the event that the Affordable Housing Site (or part thereof) is transferred back to the Owner in accordance with the provisions of paragraph 1.10 above then the obligation to provide Affordable Housing thereon shall be deemed to be satisfied

1.12 The obligations contained in this Schedule shall not be binding against

1.12.1 a person acquiring a Unit of Affordable Housing pursuant to any form of statutory right to acquire then binding upon the owner of the Affordable Housing Land; or

1.12.2 a lessee of a Unit of Affordable Housing under a shared ownership lease (if any) who has taken a transfer of the freehold reversion of that lease or a purchaser from or a Mortgagee of the lessee of that unit

2 Open Space

2.1 Commencement of Development shall not take place until a plan showing the Open Space (including the On Site Facilities) has been submitted to and approved by the Head of Planning in writing

2.2 Not more than 100 of the Open Market Dwellings permitted by the Permission shall be occupied until the Open Space and On Site Facilities have been laid out and available for use in accordance with the plan approved under clause 2.1 to this Schedule and in accordance with the relevant parts of the Specification to the satisfaction of the Council

2.3 After the Open Space and On Site Facilities have been laid out in accordance with 2.2 to this Schedule they shall thereafter be maintained by the Owner for the Maintenance Period to the satisfaction of the Council

2.4 Not earlier than two months prior to the expiry of the Maintenance Period the owner shall request the Council in writing to inspect the Open Space and On Site Facilities and shall following such inspection carry out such remedial works to the Open Space and On Site Facilities as are required by the Council (including the replacement of any dead or dying trees or shrubs) by the expiration of the Maintenance Period

2.5 At the expiration of the Maintenance Period the Owner shall offer to transfer the Open Space including the On Site Facilities to the Council for a consideration of One Pound together with all rights and easements necessary for the maintenance and public use thereof and shall without delay use all reasonable endeavours to effect such transfer

2.6 Not later than the transfer of the Open Space and the On Site Facilities in accordance with the preceding paragraph the Owner shall pay to the Council the Open Space Contribution and the On Site Facilities Maintenance Contribution to cover the future costs of maintaining the Open Space and On Site Facilities

2.7 If the Council shall so direct the Owner shall transfer the Open Space and On Site Facilities under paragraph 2.5 of this Schedule and shall pay the Open Space Contribution and the On Site Facilities Contribution payable under paragraph 2.6 of this Schedule to the Town Council

2.8 Subject to the owner complying with paragraphs 2.1 to 2.6 to this Schedule the Council agree to accept the transfer of the Open Space and On Site Facilities (or secure their acceptance by the Town Council) on the terms and conditions herein contained **PROVIDED** always that the Open Space so transferred shall not be used for a purpose other than public open space/amenity land/play area

3 Off Site Facilities Contribution

3.1 Not more than 50% of the Open Market Dwellings shall be occupied until the Off Site Facilities Contribution has been paid to the Council

3.2 The Off Site Facilities Contribution shall be used for the provision and/or maintenance of Off Site Facilities serving the development approved under the Planning Permission

4 Education Contribution

4.1 Not more than 33% of the Open Market Dwellings shall be occupied until 50% of the Education Contribution has been paid to the County Council and not more than 66% of the Open Market Dwellings shall be occupied until the remainder of the Education Contribution has been paid to the County Council

4.2 The County Council covenants with the Owner that the Education Contribution shall be used solely for school accommodation requirements serving the Development in Huntingdon

4.3 If the Education Contribution or any part thereof is not expended in accordance with paragraph 4.2 above within a period of 5 years from its receipt by the County Council the Education Contribution or such part thereof which is not expended together with any interest thereon shall be repaid on receipt of a written demand by the County Council to the Owner **PROVIDED ALWAYS** that if before the expiry of the said five year period there is any contract or contracts in existence (including for avoidance of doubt any provision of works or services by the Council's or the County Council's direct service organisation) relating to the provision of the improvements to which the Education Contribution is attributable in the absolute discretion of the County Council which contract or contracts shall be completed after the expiry of the said five year period any sum to be repaid to the Owner shall be repaid following payment of the final account of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said improvements pursuant to such contract or contracts

4.4 It is hereby acknowledged and agreed to 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 in accordance with paragraph 4.2 to this Schedule notwithstanding that the trigger point for payment of the sum specified in paragraph 4.1 to this Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the Education Contribution in accordance with the provision of this Agreement so as to reimburse the County Council the costs incurred both prior (if any) and subsequent to such trigger point **PROVIDED THAT** the County Council hereby covenants with the Owner that it shall if requested by the Owner supply a statement of account to the Owner within 2 months of receipt of such request as to how the Education Contribution has been spent

5 **The Footway/Cycle Network Contribution**

5.1 The Owner shall pay to the Council the Footpath/Cycleway Contribution within one month of the Council certifying to the Owner that the Council have commenced works on the Footpath/Cycleway **PROVIDED THAT** the Owner shall not be under any obligation to pay the Footpath/Cycleway Contribution prior to the Commencement of Development

5.2 If the Footpath/Cycleway Contribution or any part thereof is not expended or Committed within a period of 5 years from its receipt by the Council the said contribution or such part thereof which is not expended or Committed shall be repaid to the Owner on receipt of a written demand by the Council from the Owner

3 It is hereby acknowledged and agreed that the 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) works to be funded by the Footpath/Cycleway Contribution notwithstanding that the trigger point for payment of the sum specified in paragraph 5.1 to this Schedule shall not have arisen and (for the avoidance of doubt) the Owner shall pay the Footpath/Cycleway Contribution 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 supply a statement of account to the Owner within 2 months of receipt of such request as to how the Footpath/Cycleway Contribution has been spent

6 **Landscaping Belt**

6.1 Not to Commence the Development unless and until details of the Landscaping Belt have been submitted to and approved in writing by the Head of Planning

6.2 Not to occupy the Housing Development until

6.2.1 The Head of Planning has certified in writing that the scheme to provide the Landscaping Belt approved under paragraph 6.1 to this Schedule has been carried out to his satisfaction

6.2.2 The Landscaping Belt Contribution has been agreed by the Council and the Owner or failing such agreement has been determined by an Expert in accordance with clause 4.11 of this Agreement

6.3 After the Landscaping Belt has been provided in accordance with paragraph 6.2 to this Schedule it shall be maintained by the Owner for the Maintenance Period to the satisfaction of the Council

6.4 The provisions in paragraph 2.4 to 2.8 (inclusive) to this Schedule relating to the inspection and transfer of the Open Space and payment of the Open Space Contribution shall apply to the Landscaping belt as if the provisions were set out hereafter in full with reference to "Open Space" being replaced by "Landscaping Belt" and references to "Open Space Contribution" being replaced by "Landscaping Belt Contribution"

7 Bus Shelter Contribution

7.1 The Owner shall pay to the Council the Bus Shelter Contribution prior to occupation of the Housing Development

8 Provision of Footpath/Cycleway along the north side of Kings Ripton Road

8.1 Prior to the occupation of the Housing Development the Owner covenants with the Council (or the County Council) to provide the Kings Ripton Road Footpath/Cycleway within highway land. The final position thereof is to be determined by the Highway Authority subject always to the Owner not being required in any circumstances whatsoever to acquire any interest in land or any right over in respect of any land for the purposes of complying with this clause

PROVIDED that the Owner will be deemed to have complied with this provision once it has provided such part of the Kings Ripton Road Footpath/Cycleway within highway land designated by the Council (or the County Council) notwithstanding that the Kings Ripton Road Footpath/Cycleway has not been completed because sufficient highway land cannot be provided. And for the avoidance of doubt in such circumstances nothing shall preclude the Owner from proceeding with occupation of the Housing Development

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

Executive Director of Central Services

95/02

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

C.R. Betts

Director

SENIOR LAWYER

Secretary

348/02

SIGNED as a Deed and **DELIVERED** by the said **LEX NOMINEES INTERNATIONAL LIMITED** in the presence of:)
)
)

- DIRECTOR

Rathbone Secretaries Jersey Limited
SECRETARY

Duly Authorised



EXECUTED as a Deed by
BEAZER HOMES LIMITED
acting by its Attorneys

..... DARYL KIRKLAND ..... **and**

..... ADRIAN EVANS .....

Witness signature ..... D F Dunbar .....

Name of witness ..... D F Dunbar .....

Address ..... c/o Persimmon Homes .....

..... Peterborough .....

DRAFT COPY ONLY

Application Number: 00/00510/OUT

TOWN & COUNTRY PLANNING ACT, 1990

OUTLINE PLANNING PERMISSION

Beazer Homes Bedford
Wootton House
Wootton
Bedford
MK43 9HG

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

Residential development and associated works (7.2 hectares)
at Land Adj. Tesco Superstore Kings Ripton Road Sapley Huntingdon Cambridgeshire

in accordance with your application received on 30th March 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. A detailed Planning Brief shall be submitted to and approved in writing by the Local Planning Authority. The Planning Brief shall identify the means of access and principal distributor roads, the intended phasing arrangements, a landscape strategy to include structural planting around the perimeter of the site and within the development, the location of public open space and

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play equipment, provision for cyclists and pedestrians, the density of development, and the design philosophy. All subsequent applications for the approval of reserved matters shall be made in accordance with the approved Planning Brief unless otherwise agreed in writing by the Local Planning Authority.

4. Reason. To ensure that the development takes place in the manner contemplated by the Local Planning Authority in the interests of the overall development of the site in accordance with Policy H13 of the Huntingdonshire Local Plan, 1995.

5. Condition. Before each phase of the development is commenced on site a hard and soft landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the treatment of all ground surfaces, the materials to be used, the play equipment required in connection with incidental areas of open space and the disposition of various elements.

5. Reason. To enable the Local Planning Authority to retain control of the development in the interests of visual amenity in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995.

6. Condition. Soft landscape works shall include planting plans; written specifications including cultivation and other operations associated with plant and grass establishment; schedules of plants noting species, plant sizes, and proposed numbers/densities where appropriate; implementation programme.

6. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

7. Condition. All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed with the Local Planning Authority.

7. Reason. To ensure that the work is carried out within a reasonable period.

8. Condition. No works or development shall take place until full details of all proposed tree planting and the proposed times of planting, have been submitted to and approved in writing to the Local Planning Authority. This scheme shall include details of the size, species and positions or density or all trees to be planted.

8. Reason. To enhance the appearance of the development in accordance with policy EN25 of the Huntingdonshire Local Plan 1995 and policy SP12/10 of the Cambridgeshire Structure Plan 1995..

9. Condition. If within a period of 5 years from the date of the planting of any tree, that tree, or any tree planted in replacement of it, is removed, uprooted or destroyed or dies, another tree of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

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9. Reason. To ensure that the landscape scheme is properly maintained in accordance with policy EN20 and EN25 of the Huntingdonshire Local Plan 1995.

10. Condition. A landscape management plan including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small privately owned, domestic gardens, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any phase of the development, whichever is the sooner, for its permitted use. The landscape management plan shall be carried out as approved.

10. Reason. To ensure that the landscape scheme is properly maintained in accordance with policy EN20 and EN25 of the Huntingdonshire Local Plan 1995.

11. Condition. Prior to the occupation of 100 dwellings(excluding the affordable units), the incidental areas of public open space, including equipped play areas, shall be laid out in accordance with the agreed landscaping scheme.

11. Reason. In order to ensure that the development takes place in the manner contemplated by the Local Planning Authority in accordance with the requirements of Policy R7 of the Huntingdonshire Local Plan.

12. Condition. No development shall commence on any phase until details have been submitted to and approved in writing by the Local Planning Authority of the access roads, footpaths, cycleways, highway drainage and street lighting systems for that phase. The development shall be implemented in accordance with the approved details.

12. Reason. In order to ensure that access is available to serve the development.

13. Condition. No dwelling shall be occupied in any phase until such time as the access roads, footpaths and cycleways providing access to it have been constructed in accordance with the approved plans.

13. Reason. In order to ensure that access is available to serve the development.

14. Condition. The visibility splays at the junction of the access road with the public highway shall be provided prior to the occupation of the first dwelling. The area of land between the visibility splay and the edge of the carriageway of the highway shall be kept free of any obstruction exceeding a height of 600mm in height above the adjacent carriageway level.

14. Reason. In the interests of highway safety.

15. Condition. Prior to the commencement of the development a detailed plan shall be submitted to and approved in writing by the Local Planning Authority that provides for the construction of a combined footpath/cycle way link along the northern side of Kings Ripton Road from the proposed access to the site to the existing foothpath/cycle way within the vicinity of the Towerfields development to the west. The footpath/cycle way link shall be constructed in accordance with the approved details prior to the occupation of the first dwelling.

approved shall then be constructed in accordance with the approved levels details unless otherwise agreed in writing by the Local Planning Authority.

21. Reason. In order to produce a satisfactory relationship between the various elements of the scheme and the adjacent development.

22. Condition. No part of the development shall be occupied until full details of the fire hydrant provision for the relevant development phase has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out as approved on each phase or part of the site.

22. Reason. In order to ensure that satisfactory facilities are available for the fire and rescue service in accordance with Policy LPS1 of the Huntingdonshire Local Plan.

23. Condition. The proposed development shall be carried out in complete accordance with the amended plan(s) received by the Local Planning Authority on 19 April 2001 specifically drawing(s) reference(d) E1162/3/A.

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

24. 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.

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

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

The approved Development Plan that comprises the Cambridgeshire Structure Plan, 1995, and the Huntingdonshire Local Plan, 1995.

Other relevant guidance:

Regional Planning Guidance Note 6: "Regional Planning Guidance for East Anglia to 2016" (2000)

Planning Policy Guidance Note 1: "General Policy and Principles" (1997)

Planning Policy Guidance Note 3: "Housing" (2000)

Planning Policy Guidance Note 13: "Transport" (2001)

Planning Policy Guidance Note 24: "Planning and Noise" (1994)

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

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 l50mm 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

.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.