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DATED 6th. AUGUST. 2001

PREMIER COMPOSITES LIMITED

UNILATERAL UNDERTAKING
PLANNING OBLIGATION

made pursuant to Section 106 of the Town and Country Planning Act 1990 re: Land at Bury Road Industrial Estate, Bury

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MILLS & REEVE

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THIS DEED is made on 6th August. 2001

BY:

PREMIER COMPOSITES LIMITED whose registered office is at Langrick Road (B1192) Hubberts Bridge Boston Lincolnshire PE20 3SG (Co. Regn. No. 2769979) (the "**Owner**");

WHEREAS:

(A) Huntingdonshire District Council of Pathfinder House, St Mary's Street, Huntingdon (the "Council") is the Local District Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is the Local Planning Authority by whom the planning obligations contained in Schedule 3 of this deed are enforceable.

(B) Cambridgeshire County Council of Shire Hall Cambridge (the "County Council") is a Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is the Local Planning Authority by whom the planning obligations contained in Schedule 4 of this deed are enforceable.

(C) The Owner is the owner of an estate in fee simple of the Property.

(D) The Owner submitted the Application for permission and this was refused by the Council on 10th November 2000. The owner subsequently submitted the Appeal.

(E) It is agreed between the parties without prejudice to their respective positions in relation to the appeal that no planning permission should be granted for the Development unless the obligations contained herein are secured.

NOW THIS DEED WITNESSES as follows:

1 **Definitions and interpretation**

1.1 Definitions

In this deed where the context so admits the following expressions shall have the following meanings:

"**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 current National Housing Federation Eastern Regional Indicator Rents or such other guidelines as may be approved by the Council

(ii) a dwelling for sale of a shared ownership basis; 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 of the open market;

"**Affordable Housing Scheme**" means a scheme for securing the provision of not less than a number of dwellings equal to 29% of the Housing Development such scheme to identify and/or specify (inter alia);

(i) the location or locations of the Affordable Housing

(ii) the type of accommodation and form of tenure

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

(iv) the persons or categories of persons 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 Huntingdon Local Plan adopted December 1995 (as may subsequently be amended or varied by any alteration to or replacement of the Local Plan before the scheme is approved in accordance with paragraph 1.1 of Schedule 3)

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

(vi) such other information as the Director may reasonably request;

"**Affordable Housing Site**" means the part or parts of the Property identified in the Affordable Housing Scheme for the provision of Affordable Housing;

"**Affordable Housing Site Terms**" means the terms for the transfer of the Affordable Housing Site as set out in clause 1.5 to Schedule 3;

"**Appeal**" means the appeal against refusal of the Application by the Council on 10th November 2000 which was submitted on 8th May 2001 and given the reference APP/H0520/A/01/1065336 by the Planning Inspectorate.

"**Application**" means the application for outline planning permission relating to the Property dated 9 August 2000 submitted to the Council and registered under ref. no. 00/01377/OUT relating to the Development;

"**Development**" means the development described in schedule 2;

"**Head of Planning**" means the Head of Planning Services from time to time of the Council or such other officer as the Council may specify

"**Implementation**" means implementation of the Permission by the carrying out of a material operation as defined in s.56(4) of the 1990 Act comprised in the Development and exclusively referable to the Permission save for the following matters which shall not constitute a material operation and consequently shall not individually or together constitute Implementation:

> enabling works demolition site clearance the provision of infrastructure exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development Order 1995 or any amendment or replacement thereof provision of underground drainage and sewers construction of temporary construction accesses archaeological investigations and digs works matters and operations to enable any of the foregoing to take place;

"**Maintenance Period**" means a period of 12 months after the Open Space has been laid out in accordance with the Permission, the Specification and clause 2 of Schedule 3

"**Open Market Dwelling(s)**" means the dwelling houses and/or flats erected on the Property in accordance with the Planning Permission excluding any Affordable Housing;

"**Open Space**" means part or parts of the Property of an area calculated in accordance with the Council's open space policies to be laid out as open space in accordance with Clause 2 to Schedule 3

"**Permission**" means a planning permission for the Development issued by the Inspector pursuant to the Appeal; (+ includes any ~~extension~~ approval of RM pursuant to the outline permission or any amendments or variations to the permission)

"**Property**" means the land edged red on the plan attached to this deed and described in schedule 1;

"**Scheme Development Standards**" means the published requirement and recommendations of the Housing Corporation for quality of housing probity and procurement and procedural compliance current at detailed consent;

"**Social Landlord**" means a registered social landlord within the meaning of Part 1 of the Housing Act 1996;

"**the Specification**" means the specification known as "Huntingdonshire District Council Standard Specification for the Construction and Maintenance of Landscaped Areas for Adoption by the District Council" dated March 2001

"**1990 Act**" means the Town and Country Planning Act 1990 (as amended by Section 12 of the Planning and Compensation Act 1991).

1.2 Interpretation

(a) The expressions "Council" and "County Council" shall include successors to their statutory functions.

(b) Titles and headings to the clauses and paragraphs in this deed and its schedules are for convenience only and shall not be construed in or affect the interpretation of this deed.

(c) Any references to a particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any regulations or orders made in pursuance of it.

2 Statutory Powers

2.1 This deed is made pursuant to Section 106 of the 1990 Act and constitutes a planning obligation for the purposes of the 1990 Act enforceable as regards their respective parts by the Council and County Council.

2.2 Nothing in this deed will prejudice or affect the rights, powers, duties and obligations of the Council or the County Council in the exercise of their respective statutory functions.

3 Commencement

The entry into force of the provisions of this deed (other than this clause 3 which has effect immediately upon delivery of the deed) is conditional upon:

3.1 the Permission being duly granted;

3.2 a period of three months having elapsed following such grant Provided always that if before the expiry of three months after the grant of the Permission any persons shall commence legal proceedings to challenge the validity of the Permission then the said three month period shall be extended until after the final determination of such legal proceedings which shall for the avoidance of doubt include the expiry of the period allowed for any appeal and any appeal hearing and where applicable for any necessary re-determination by the Planning Inspectorate (whereupon the foregoing provisions shall apply again) and shall expire upon the date seven days after the final determination of such legal proceedings in circumstances in which the Permission shall be extant; and

3.3 (except in relation to clauses 1.1 and 2.1 of Schedule 3) Implementation

4 Covenants by the Owner

Subject to the conditions specified at clause 5 the Owner hereby covenants:-

4.1 so as to be enforced by the Council to carry out and comply with the obligations contained in schedule 3

4.2 so as to be enforced by the County Council to carry out and comply with the obligations contained in schedule 4

5 Conditions

The covenants contained in clause 4 are offered conditionally on the Council and the County Council's agreement to the following:

5.1 That the Council and the County Council will upon request certify compliance or partial compliance as appropriate with the respective provisions hereof enforceable by them and the Council shall procure that a note thereof shall be entered on the Local Land Charges Register.

5.2 That any sum paid by the Owner shall be applied and appropriated towards the costs of the uses specified for such sums and for no other purpose save that the County Council may apply the sums payable pursuant to schedule 4 respectively against any provision of the education facilities or sustainable transport measures referred to in the Schedule 4 which were commissioned at any time after completion of this Planning Obligation notwithstanding that the trigger point for payment of the sum had not at that time arisen

5.3 That any part of any sum paid under Schedule 4 remaining unspent or not contractually committed for the specified use at the expiry of 5 years from the date of payment of that sum shall be repaid to the Owner together with simple interest calculated at the base rate of Lloyds TSB bank from time to time in force from the date of payment by the Owner until the date of repayment.

6 Index-linking

6.1 All sums to be paid pursuant to clause 4 shall be increased annually by reference to the amount of the annual increase in the Baxter Index for Road Construction Costs for the Sustainable Transport Contribution and the RICS Building Cost Information Service All In Tender Price Index in all other cases from 1 May 2001 and on each anniversary of that date until the date such sums are paid

6.2 If in either case there shall be no such index at any time during the period from the date of actual completion of this deed until the said sums are paid or the increase shall for any other reason be incapable of ascertainment then the payments shall be increased by such sum as shall be determined by an independent chartered surveyor as being the sum to which the payment would have been increased had there been an index at the date on which the relevant calculation should have been applied.

7 Registration as Local Land Charge

It is hereby declared that a copy of this deed shall forthwith be sent to the Council for registration as a local land charge for the purposes of the Local Land Charges Act 1975 provided that the registration shall be cancelled if all of the provisions of clause 4 shall have been complied with.

8 **Successors in title**

8.1 This deed shall be enforceable against the Owner and any person for the time being deriving title from the Owner as provided in Section 106(3) of the 1990 Act but in accordance with Section 106(4) of the 1990 Act neither the Owner nor any person deriving title from the Owner shall have any further liability under this deed (but without prejudice to the rights of the Council in respect of any antecedent breach) in respect of any period during which the Owner (or as the case may be such other person) no longer has an interest in the Property. PROVIDED ALWAYS that this deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Permission.

9 **Disputes**

9.1 The provisions of this clause do not relate to any dispute or difference arising in connection with any matter covered by this deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this deed.

9.2 Without prejudice to the other rights of the Owner where any dispute or difference shall arise between any the Owner, the Council and the County Council this deed regarding the withholding or the giving upon terms of any consent or the exercise of any planning discretion by the Council any party to such dispute or difference shall be entitled to have the matter referred to the determination of an expert planning and development surveyor (the "**appointed expert**") having not less than ten years' relevant experience in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors the identity of such person in default of agreement being an appointment made on the application of any party to such dispute at any time by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

9.3 The appointed expert shall:

(a) afford to each of the parties to the dispute an opportunity to make representations to him in writing and if he/she so directs submissions upon one another's representations;

(b) be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances;

(c) be bound to have regard to such representations;

(d) have the power of making directions as to the responsibility for the costs of his/her award;

(e) in the making of his/her award not be liable save to the extent in law as provided in relation to the decisions of an expert; and

(f) make awards which are final and conclusive as between the parties to such dispute (except that such awards shall not remove the parties' rights of appeal on matters of law);

(g) be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function such fresh appointee to be appointed in the manner prescribed in sub-clause 9.2 of this clause 9.

10 Further Planning Permissions

Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission other than the Permission granted after the date of this deed.

11 Revocation of Permission

If the Permission is cancelled revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before Implementation this deed shall cease to have effect.

12 Third party rights

12.1 The Owner intends that no person who is not a party to this deed is to have the benefit of or be capable of enforcing any term of this deed as a result of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this deed has been executed by the Owner and is intended to be and is hereby delivered on the date first above written.

Schedule 1
(The Property)

The land shown edged red on the plan annexed to this deed registered at H.M. Land Registry under Title No. CB233978 the registered proprietor of which is the Owner.

Schedule 2
(The Development)

Demolition of existing industrial buildings and change of use to residential development

Schedule 3
(Covenants enforceable by the Council)

1 **Affordable Housing**

1.1 that Implementation shall not take place until the Affordable Housing Scheme has been submitted to and approved in writing by the Head of Planning PROVIDED THAT if approval does not take place within 8 weeks of submission and the Council does not consent to take part in and be bound by the result of the dispute resolution in accordance with clause 9 then this obligation shall be deemed to be satisfied.

1.2 Not to occupy or permit to be occupied more than 10 Open Market Dwellings until the Affordable Housing Site has been transferred to the Council at no cost, provided that the Council may, prior to the transfer, elect to seek for the land to be transferred to a Social Landlord nominated by the Council in accordance with the approved Affordable Housing Scheme on the Affordable Housing Site Terms and such transfer, if executed, shall be just satisfaction of this obligation PROVIDED THAT if the Council shall fail to agree to execute a transfer of the Affordable Housing Site within 1 year of a request in writing to do so from the Owner then without prejudice to the provisions of 1.3 below the remaining Open Market Dwellings may be occupied

1.3 No dwelling on the Affordable Housing Site shall be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Head of Planning

1.4 The Affordable Housing shall comply with the Scheme Development Standards

1.5 The Affordable Housing Site Terms

The Affordable Housing Site shall

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

(b) be accessible from the time of transfer for the purposes of construction of the Affordable Housing Scheme

(c) be provided up to the boundary of the Affordable Housing Site with an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980, adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991 and with access to services (electricity, gas, telephone etc)

2 Open Space

2.1 Implementation shall not take place until a plan showing the Open Space has been submitted to and approved by the Head of Planning in writing such plan to include details of the provision on the Open Space of five pieces of children's play equipment to a total market value of not less than £30,000 at the date of the plan (the "**Play Equipment**") PROVIDED THAT if approval does not take place within 8 weeks of submission and the Council does not consent to take part in and be bound by the result of a dispute resolution in accordance with clause 9 then this obligation shall be deemed to be satisfied.

..2 Not to occupy or permit to be occupied more than 10 of the Open Market Dwellings until the Open Space to be provided in accordance with the plan approved under clause 2.1 has been laid out in accordance with the relevant parts of the Specification to the reasonable satisfaction of the Council and the Owner has contracted to transfer the Open Space to the Council for no other purpose than public open space or amenity land for a consideration of One Pound together with all rights and easements necessary for the maintenance and public use thereof such contract to be conditional upon satisfactory completion of the works required during the Maintenance Period

2.3 After the Open Space has been laid out in accordance with clause 2.2 of this Schedule it shall thereafter be maintained for the Maintenance Period to the reasonable satisfaction of the Council

2.4 No 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 shall following such inspection carry out such remedial works to the Open Space as are reasonably required by the Council (including the replacement of any dead or dying trees or shrubs) by the expiration of the Maintenance Period

2.5 No later than the transfer of the Open Space in accordance with the contract mentioned in 2.1 the Owner shall pay to the Council:-

(a) a sum calculated at ~~£35/m²~~ £3.50/m² to cover the future cost incurred by the Council in maintaining the Open Space as public open space

(b) the sum of £8,000 for use only for maintenance of the Play Equipment located on the Open Space.

Schedule 4
(Covenants enforceable by the County Council)

1 Sustainable Transport Contribution

1.1 Not to occupy or permit to be occupied more than 10 of the Open Market Dwellings until the Owner shall have paid to the County Council the sum of £30,000 for use only for sustainable transport objectives in the vicinity of the Property including but not limited to:-

(a) the improvement of the footpath surface between the Property and Ramsey centre

(b) the provision where appropriate of bus stops/shelters at the nearby stopping places on Bury Road

(c) the provision of cycle stands in Ramsey town centre

(d) the provision of a pedestrian refuge or similar measures to facilitate crossing of the B1040

2 Education

2.1 not to occupy or permit to be occupied more than 10 Open Market Dwellings until the sum of £63,000 has been paid to the County Council to be used solely for school accommodation requirements serving Ramsey and /or Bury

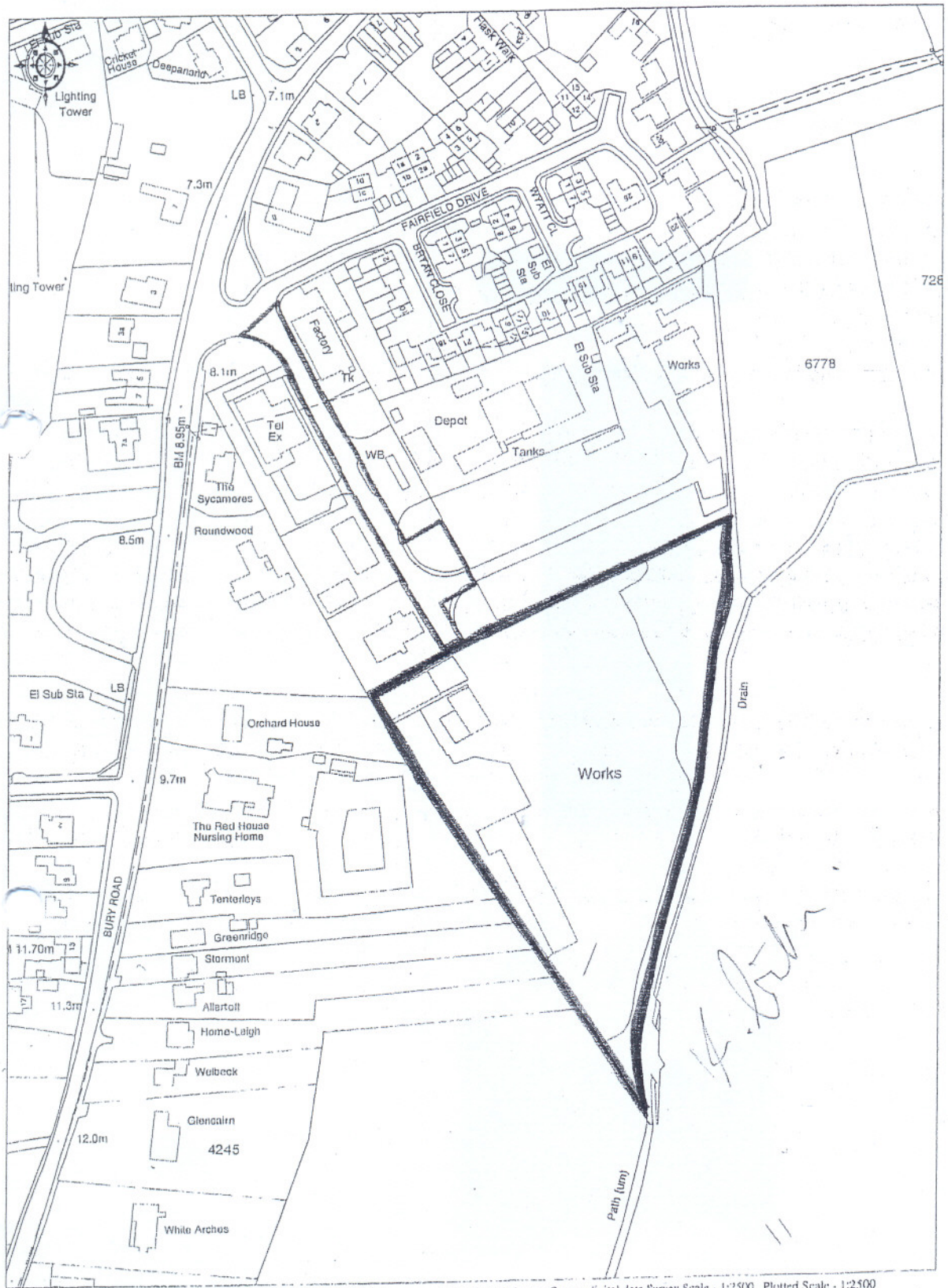
IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

The common seal of Premier Composites)
Limited was affixed in the presence of:)

.....
Director

.....
Director/Secretary

FPDsavills
INTERNATIONAL PROPERTY CONSULTANTS



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Ordnance Survey
Licensed Partner

Bury Road, Ramsey.

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HUNTINGDONSHIRE DISTRICT COUNCIL

INTERNAL MEMORANDUM

FROM : THE HEAD OF LEGAL & ESTATES	TO : OPERATIONAL SERVICES DEVELOPMENT CONTROL
MY REF: CENS.CM.jaw.L/PO/18	FAO: GEOFF CROCKER
PLEASE ASK FOR : COLIN MEADOWCROFT	YOUR REF : 00/001377/OUT
EXT NO : 8021	DATE : 09 August 2001

SECTION 106 AGREEMENT
BURY ROAD INDUSTRIAL ESTATE, RAMSEY

I attach hereto a copy of my letter to Mills & Reeve regarding the Unilateral Undertaking, the contents of which are self-explanatory.

I also attach a copy of correspondence from Cambridgeshire County Council dated 3 August, confirming their agreement to the draft Unilateral Undertaking, subject to the minor amendments shown in clause 5.2 and to clause 1.1(d) to Schedule 4.

Colin

Mr C Meadowcroft
HEAD OF LEGAL & ESTATES

cc: Housing Policy
FAO – Frank Mastrandrea

Parks Manager
Steve Moller

Mills & Reeve
Solicitors
Francis House
112 Hills Road
Cambridge
CB2 1PH

FAO Daniel Farrand

Our Ref: CenS.CM.jaw.L/PO/18
Your Ref: DJF/4000191-0002-0

09 August 2001

BY DX & FAX (01223) 222258

Dear Daniel

SECTION 106 AGREEMENT
BURY ROAD INDUSTRIAL ESTATE, RAMSEY

I am writing to confirm that the draft Unilateral Undertaking enclosed with your facsimile letter of 2 August, as amended by the County Council in their letter to you of 3 August, would if completed in accordance with the requirements of Section 106 of the Town & Country Planning Act 1990, satisfy the Council's Local Plan requirements in respect of Affordable Housing and Open Space.

The above statement is, of course, without prejudice to the Council's fundamental objections to the proposed development, which will be put forward during the appeal process.

Yours sincerely

Mr C Meadowcroft
Head of Legal & Estates

☎ (01480) 388021
Fax (01480) 388087
DX 80929 Huntingdon-1
e-mail Colin.Meadowcroft@huntsdc.gov.uk

My Ref: 9/RHB/JB/
Your Ref:
Date: 3rd August 2001
Please ask for: Mr R Braun
Direct Dial No: (01223) 717156
Fax No: (01223) 717074
E-mail:

Cambridgeshire County Council

Mr C Meadowcroft
Huntingdonshire District Council

DX 80929
HUNTINGDON 1

Legal Services
Acting Head of Legal Services: Geoff Taylor

Box RES 1001
Shire Hall
Cambridge
CB3 0AP

DX 137872 CAMBRIDGE 9

Dear Colin

Draft Section 106 Obligation Bury Road, Industrial Estate

Further to the above and my previous letters I have had instructions from the Director of Environment & Transport that he is prepared to agree a contribution of £30,000 as sufficient to deal with transport measures in the Section 106 Agreement and that in light of this the previously suggested conditions are not necessary.

I enclose a copy of my letter to Mills & Reeve setting out the position.

I understand Daniel Farrand is preparing a final version of the 106 Obligation for consideration by us all.*

Yours sincerely

Richard Braun
Solicitor

HUNTINGDONSHIRE DISTRICT COUNCIL
- 6 AUG 2001
CHIEF EXECUTIVE'S DEPARTMENT

Enc

cc Ashley Curtis – Environment & Transport ET1013

* Now received + enclosed with amendments.

My Ref: 9/RHB/JB/G157
Your Ref: DJF/4000191-0002-0
cdfa25581clab.doc
Date: 3rd August 2001
Please ask for: Mr R Braun
Direct Dial No: (01223) 717156
Fax No: (01223) 717074
E-mail:

D Farrand Esq
Messrs Mills & Reeve
Solicitors

DX 122891
CAMBRIDGE 4

Legal Services
Acting Head of Legal Services: Geoff Taylor

Box RES 1001
Shire Hall
Cambridge
CB3 0AP

DX 137872 CAMBRIDGE 9

Dear Daniel

Section 106 Agreement Bury Road, Industrial Estate

I write further to your letter of 31st July 2001 and our subsequent telephone conversation.

I confirm that without prejudice to the fundamental policy objection to the development that the sum of £30,000 is agreed as being sufficient to provide sustainable transport suggestions in the Agreement which provision shall also include the use for a pedestrian refuge or other safety measures for the crossing of the B1040.

On this basis the previous suggestion of conditions covering these works are unnecessary.

I note you will prepare a final version of the Section 106 Obligation for consideration by all parties.

I will copy this letter to Colin Meadowcroft at Huntingdonshire District Council for his information.

Yours sincerely

Richard Braun
Solicitor

cc Colin Meadowcroft – Huntingdonshire District Council
Ashley Curtis – Environment & Transport – ET1013

(82)

HUNTINGDONSHIRE DISTRICT COUNCIL

INTERNAL MEMORANDUM

FROM : THE HEAD OF LEGAL & ESTATES

MY REF: CENS.CM.SPF.L/PO/18

PLEASE ASK FOR : COLIN MEADOWCROFT

EXT NO : 8021

TO : PLANNING SERVICES
FAO: Sally Heading

YOUR REF : 00/001377/OUT

DATE : 07 April 2003

SUPPLEMENTAL S106 AGREEMENT - BURY ROAD, RAMSEY

I attach hereto a copy of a S106 Agreement dated 7th April 2003, which is supplemental to the S106 Unilateral Undertaking dated the 6th August 2001.

pp SP Leach

Mr C Meadowcroft
HEAD OF LEGAL & ESTATES

OPERATIONAL SERVICES
PLANNING DIV.
08 APR 2003
RECEIVED
TL
ACK
REPLY
OM

DATED 7th April 2003

HUNTINGDONSHIRE DISTRICT COUNCIL

- and -

PREMIER COMPOSITES LTD

COUNTERPART

SUPPLEMENTAL AGREEMENT

under Section 106 of the Town and Country Planning Act 1990 in relation to residential development at Bury Road Industrial Estate, Ramsey

(Supplemental to a Deed dated 6 August 2001)

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

(CenS.CM.L/PO 18)

THIS AGREEMENT is made the 7th day of April Two thousand and three

BETWEEN the **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire PE29 3TN(hereinafter called "the Council") of the one part and **PREMIER COMPOSITES LIMITED** whose registered office is at Langrick Road Hubberts Bridge Boston Lincolnshire PE20 3SG (Company Registration No. 2769979) (hereinafter called the Owner) of the other part

WHEREAS:

(1) The Owner entered into a Unilateral Undertaking ("the Principal Deed") dated 6 August 2001 pursuant to Section 106 of the Town & Country Planning Act in connection with the Appeal

(2) The Permission was subsequently granted for Development by a Planning Inspector in a decision letter dated 12 September 2001

(3) The parties hereto have agreed to vary the terms of the Principal Deed as herein provided

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 :

1.1 The provisions of this Agreement shall be supplemental to and where indicated in substitution for the provisions of the Principal Deed

1.2 Save as herein provided:-

1.2.1 words and expressions used in this deed that are defined in the Principal Deed shall bear the meaning so defined; and

1.2.2 the provisions of the Principal Deed shall remain in full force and effect

1.3 From the date of this Supplemental Agreement the term "Agreement" shall mean the Principal Deed as supplemented and varied by this Agreement

For the avoidance of doubt the base date for indexation of all contributions to be paid under this Agreement and the Principal Deed is and shall continue to be 6th August 2001

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

IT IS HEREBY AGREED AND DECLARED that :-

2.1 The definition of "the Permission" shall be amended by the addition after the word "Appeal" of the following:-

"and includes any approval of reserved matters pursuant to the outline permission or any amendments or variations to the Permission"

2.2 In clause 1.2 to Schedule 3 the words

2.2.1 "more than 10" shall be deleted and replaced with "any"; and

2.2.2 "at no cost" shall be deleted and replaced with "at a total cost of £3500 per Affordable Housing unit (which for the avoidance of doubt includes an agreed contribution to infrastructure costs of the Development)"

2.3 In clause 2.5(a) to Schedule 3 the words "£35/m^2" shall be deleted and replaced with "£3.50/m^2"

I N W I T N E S S whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned

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

Executive Director of Central Services

41103

THE **COMMON SEAL** of **PREMIER COMPOSITES LTD** was affixed to this Deed in the presence of :-)

Director

Secretary

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

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 certificated. A post installation inspection shall be undertaken by ROSPA, or independ 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 t equipment provided. A post installation inspection shall be undertaken by ROSPA, independent test house, at the Developer's/contractor's expense and submitted to tl Parks Manager.

DOG PROOF FENCING

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

Appeal Decision

Site visit made on 29 August 2001

The Planning Inspectorate
Room 4/09 Kite Wing
Temple Quay House
2 The Square
Temple Quay
Bristol BS2 9DJ
☎ 0117 372 6372

by Mrs G R Stewart BSc DipTP MRTPI

an Inspector appointed by the Secretary of State for Transport, Local Government, and the Regions

Date

12 SEP 2001

Appeal Ref: APP/H0520/A/01/1065336
Bury Road Industrial Estate, Ramsey

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
- The appeal is made by Premier Composites Ltd against the decision of Huntingdonshire District Council.
- The application ref: 00/01377/OUT, dated 21 August 2000, was refused by notice dated 10 November 2000.
- The development proposed is demolition of existing industrial buildings and residential development.

Summary of Decision: the appeal is allowed, subject to conditions

Preliminary Matters

1. The application was made in outline with all matters reserved for subsequent approval. No illustrative plans were submitted. It has been predicated that if developed at the density advocated in Planning Policy Guidance 3 "Housing" (PPG3), the site could accommodate about 50 dwellings. The description of the development proposed includes a "change of use to residential development". An application for outline planning permission cannot relate to a change of use. What is proposed is the erection of an unspecified number of residential dwellings, and I propose to treat the proposal on that basis.

2. A signed unilateral undertaking has been produced by the appellants, which makes provision for the erection upon the site of affordable housing; the provision of an equipped children's play area; the payment of a sustainable transport contribution; and the payment of a sum of money to be used for the provision of school accommodation serving Ramsey/Bury. This is a material consideration in the determination of this appeal.

Main Issue

3. From all that I have seen and read, I have decided that the main issue is whether the appeal proposal should be allowed in the absence of the road improvements sought by the Council, and in advance of the adoption of the Local Plan Alterations.

Development Plan and other Planning Policies

4. The Development Plan for the area comprises the Cambridgeshire Structure Plan 1995 (CSP) and the Huntingdonshire Local Plan (HLP), adopted in 1995. These plans run to 2001 and allocate land to the west of Ramsey for the development of 1200 dwellings. That allocation derives from earlier planning strategies which envisaged major growth

enable traffic to avoid Shillow Hill on the present B1040. Funding for this link road will be sought from the developers".

11. My reading of the HLP is that the requirement for a Relief Road and the improvements to the B1040 arose directly from the anticipated traffic flows generated by the major development area to the west of Ramsey. The Secretary of State's decision in respect of an application for permission to develop the land west of Ramsey (APP/H0520/A/99/1022268) confirms the symbiotic relationship between that development proposal and the provision of road improvements. It does not, however, shed light on whether the road improvements are to be regarded as a vital pre-requisite to other smaller scale development proposals. It is acknowledged that the appeal proposal closely follows the principles for new housing development set out in PPG3. Those principles may carry more weight than the adopted Local Plan. However in this area a review of the Local Plan is well advanced.

12. The HLPA contains material (at paragraph 2.37) that deals explicitly with the need for road improvements in association with housing and employment development at Ramsey. It is however difficult to attribute full weight to HLPA Policy HL4, knowing that it is subject to objections and that it may be amended or even deleted prior to the adoption of the Local Plan.

13. I therefore turn to consider the likely impact of the appeal proposal on the local highway network. The appellants' agent has submitted an assessment of the traffic likely to be generated by housing development (assuming the erection of 53 dwellings) on the appeal site, as compared with that likely to be generated by other uses. For trip generation arising from commercial use to roughly equal that arising from residential use, it has to be assumed that the site would be occupied by two and a half times the current floorspace of Class B1 uses. Further analysis of the traffic generation arising from the existing estate at Fairfield Road produced lower trip generation rates which compare more closely with Class B1 use and a 50% uplift in floorspace. The failure of the marketing campaign to find a commercial user suggests that even that may be an unrealistic scenario.

14. Class B2 use of the existing floorpsace would generate much lower traffic flows, but even at the higher flows associated with residential development, the study concluded that there would not be significant delays at the junction of Fairfield Road and Bury Road. In the peak hour, the flows from residential development on the appeal site would add 1% (southbound) and 2% (northbound) to existing flows on Bury Road, which, it is concluded, can be absorbed without the need for road improvements. The council has not produced any evidence to gainsay that conclusion, and I therefore accept that the traffic generated by residential development on the appeal site would have no significant effect on the local highway network

15. The Council has expressed concern about the cumulative effect that estate development in Ramsey would have on the unimproved highway network. It states that it has been consistent in resisting estate scale proposals that might either individually or cumulatively prejudice the objectives of the current and emerging Local Plan. However I have been given no evidence which suggests that other windfall sites of this magnitude exist in the town or are in the development pipeline, and there is therefore no sound basis for supposing, either that there is a likelihood of such development occurring, or

that it would generate a proven need for the road improvements mentioned in the approved and emerging Local Plan.

16. I therefore conclude that the road improvements sought by the Council are not a pre-requisite for the residential development of the appeal site.

Prematurity

17. It has been argued on behalf of the appellants that the circumstances described in Planning Policy Guidance 1 "General Policies and Principles" (PPG 1) (paragraph 47) which might justify a refusal of planning permission for reasons of prematurity, do not apply in this case. PPG1 advises that, in order to sustain a refusal of planning permission on the grounds of prematurity, a Local Planning authority would need to indicate clearly how the grant of planning permission "would prejudice the outcome of the development plan process".

18. I appreciate that the role that Ramsey will play in meeting housing needs during the plan period ahead is under review at present. The need for significant road improvements in the area is part of that review. The outcome of that review is tantalisingly close and there is a strong temptation to put all development proposals of more than infilling scale on hold until the HLPA is adopted. However I am satisfied that it would not be right to do that in this instance for the following reasons.

19. To do so would, in my opinion, conflict with the guidance on this subject in PPG 1. I do not consider that a decision relating to a windfall site of this size would prejudice the outcome of the deliberations regarding the larger scale development to the west of the town which is a significant part of the overall development strategy. In my opinion, the appeal proposal fits the description of a "proposal for development which would have an impact on only a small area" (paragraph 47). Secondly, PPG3 attracts significant weight pending the adoption of the HLPA. The development principles set out in PPG3 will feed into the adopted version of the HLPA. All parties are agreed that the appeal proposal accords with those development principles, subject to the provision of the necessary infrastructure and facilities.

20. I therefore conclude that the appeal proposal can be approved in advance of the adoption of the HLPA without prejudicing the overall strategy of the Plan.

Other Matters

21. The Council has not raised any objection to the location of the site in relation to other uses, nor to any matters of detail relating to the access. It is intended that works to bring the existing road up to an adoptable standard will be undertaken and a condition to this effect can be imposed.

22. HLP Policy LPS1 aims to secure the provision of relevant infrastructure and community facilities. To that end the prospective developers have produced a unilateral undertaking under Section 106 of the Town and Country Planning Act 1990 (as amended). The Council has confirmed that it satisfies the Local Plan requirements in respect of affordable housing and the provision of open space. In addition the developers will make a contribution, payable to the County Council, for the provision of school accommodation to serve Ramsey and Bury. The developers will also pay to the County Council a further sum for use in connection with the achievement of local

sustainable transport objectives.

23. I am satisfied that the unilateral undertaking is in line with guidance in Circular 1/97, and that it will secure the provision of necessary infrastructure and community facilities.

Conclusion

24. I have considered all of the matters raised in the representations but found nothing that affects or outweighs the conclusions I have reached in respect of the main issue. Neither the absence of the road improvements, nor the lack of certainty regarding the adopted form of the HLPA constitute sufficient reason, in my opinion, to withhold planning permission for a development which is acknowledged to accord with the development principles set out in PPG3.

Conditions

25. I have considered the need to impose conditions on the permission that I shall issue, having regard to advice in Circular 11/95. I have considered the Council's list of suggested conditions. As well as the standard conditions applicable to an outline planning permission, I see a need to impose conditions to ensure that the site does not suffer from ground contamination; secure the improvement of the access road; make provision for the proper drainage of the site; and secure the protection of trees. The Council has suggested that the development of the site should be guided by the preparation of a development brief with certain stated objectives, and this seems to me to be a sensible measure, and I will impose a condition to that effect.

Formal Decision

26. In exercise of the powers transferred to me, I allow the appeal and grant planning permission for the demolition of existing industrial buildings and the erection of residential dwellings on land at Bury Road Industrial Estate, Ramsey in accordance with the terms of application 00/01377/OUT dated 21 August 2000 and the plans submitted therewith, subject to the following conditions:

    1) approval of the details of the siting, design, and external appearance, the means of access thereto and the landscaping of the site hereinafter called the reserved matters, shall be obtained from the local planning authority in writing before the development is commenced;

    2) 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;

    3) 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 approved matters to be approved, whichever is the later;

    4) no development shall commence until a development brief has been submitted to and approved in writing by the local planning authority. The development brief shall address, where appropriate, site features which need to be preserved, footpath alignments and links, provision for cyclists, the types of dwellings to be

built, the density of development, open space requirements, and the principles of landscaping and drainage provision. The approved development brief shall form the basis for the reserved matters submissions;

5) existing trees on the site that are to be retained shall be protected for the duration of the construction of the development in accordance with a scheme to be submitted to and approved in writing by the local planning authority. The protection measures shall be implemented in accordance with the approved scheme at all times during the course of construction of the approved development;

6) if, within a period of five 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 in the same place, unless the local planning authority gives its written consent to a variation;

7) no development shall take place until details of a scheme for the improvement of the approach road to the site from the Fairfields Road junction has been submitted to and approved in writing by the local planning authority. The scheme thus approved shall be implemented prior to the first occupation of any dwelling on the site;

8) prior to the commencement of any development, a scheme for the provision and implementation of pollution control, which shall include foul and surface water drainage, shall be submitted to and approved in writing by the local planning authority. The works comprising the approved scheme shall be implemented and completed in accordance with the approved details prior to the first occupation of any dwelling on the site;

9) prior to the commencement of any development on the site, a scheme for the provision and implementation of ground contamination investigation, assessment and remediation shall be submitted to and approved in writing by the local planning authority. The works comprising the approved scheme shall be carried out and completed in accordance with the approved details prior to the commencement of development.

Information

27. Particulars of the right of appeal against this decision to the High Court are enclosed for those concerned.

28. This decision does not convey any approval or consent which may be required under any enactment, byelaw, order or regulation other than section 57 of the Town and Country Planning Act 1990

29. Attention is drawn to the fact that an applicant for any approval required by a condition attached to this permission has a statutory right of appeal to the Secretary of State if that approval is refused or granted conditionally or if the authority fails to give notice of their decision within the prescribed period.

30. Attention is drawn to the enclosed note relating to the requirements of the Chronically Sick and Disabled Persons Act 1970, as amended.

G R Stewart

INSPECTOR