

File Start

East Staffordshire Borough Council
Section 106

File ID Barcode:



ESS000158

START

Ref: PA/03115/010

Box: BOX004463

Prepared by Resolution Bureau Services

FILE START

THIS AGREEMENT is made the *thirtieth* day
of *September* One thousand nine hundred and ninety nine

1. PARTIES

1.1 "the Borough" EAST STAFFORDSHIRE BOROUGH COUNCIL whose principal office is at the Town Hall Burton upon Trent in the County of Stafford

1.2 "the Owner" WESTBURY HOMES HOLDINGS LIMITED

1.3 "the County" STAFFORDSHIRE COUNTY COUNCIL whose principal office is at County Buildings Martin Street, Stafford.

2. DEFINITIONS

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

2.2 "the Application" is planning application number PA 03115/009 dated the Sixth day of August One thousand nine hundred and ninety eight and planning application number PA03115/010 dated the Seventeenth day of June One thousand nine hundred and ninety nine

2.3 "the Blue Land" means all that piece of land shown edged blue on the Plan

2.4 "the Development" is the development proposed in the Application

2.5 "the Dwellings" are all houses and all other varieties of accommodation which may be built on the Land pursuant to the Development to be used as individual units of accommodation for independent occupation by one or more persons

2.6 "the Open Space" means each of those pieces of land edged green on the Plan

2.7 "the Head of Development Services" means the head of planning services of the Borough (or such other person as the Borough shall appoint to carry out this function) for the time being

2.8 "the Land" means the land shown for the purposes of identification only edged red on the Plan known as land off Tutbury Road Outwoods Burton upon Trent Staffordshire

2.9 "the Plan" means the plan annexed hereto

2.10 "Commencement of Development" shall have the meaning ascribed to it by the Act but not including site preparatory works demolition of buildings erection of sign boards and compounds and tree protection works

2.11 "Current Retail Price Index" means the most recently published figure in the General Index of Retail Prices published by HM Stationery Office (or any official publication substituted for it) prior to the date when a payment is made

3. INTERPRETATION

3.1 Words importing one gender shall be construed as importing any other gender

3.2 Words importing the singular shall be construed as importing the plural and vice versa unless the contrary intention is expressed

3.3 The clause and paragraph headings in the body of this Deed and in the Schedules do not form part of this Deed and shall not be taken into account in its construction or interpretation

3.4 The expressions "the Owner" "the County" and "the Borough" shall include their respective successors in title and assigns

4. INFORMATION

4.1 The Owner is seised in fee simple of the Land the Open Space and the Blue Land

4.2 The Borough is the local planning authority for the purposes of the Act for the Land the Open Space and the Blue Land and an authority by whom all the planning obligations herein contained are enforceable

4.3 The County is the Local Education Authority within the meaning of Section 12 of the Education Act 1996 for Staffordshire and considers that the Development will necessitate the requirement for contributions towards the provision of school places in

Outwoods and Burton upon Trent

- 4.4 The Owner has by the Application applied to the Borough to develop the Land by the erection of the Dwellings
- 4.5 The Borough is satisfied that the Development is such as may be approved by the Borough under the Act subject to the Owner covenanting as hereinafter appearing and the Owner and the County have agreed to enter into this Agreement for the purpose of regulating the Development on the Land or any part thereof as a result of or arising from the said application
- 4.6 Where approval is required pursuant to this Agreement such approval is not to unreasonably withheld or delayed
- 4.7 Where anything in this Agreement has to be done to the satisfaction of the Borough or the Head of Development Services it must be done to the reasonable satisfaction of the Head of Development Services
- 4.8 Where anything in this Agreement has to be certified by the Borough or the Head of Development Services such certification must not be unreasonably withheld or delayed

5. OBLIGATIONS

- 5.1 The Owner hereby enters into and covenants with the Borough in respect of the Land the Open Space and the Blue Land to observe and perform the following obligations which are planning obligations for the purpose of Section 106 of the Act:
 - 5.1.1 To permit the Head of Development Services and any person or persons authorised by him access to the Land the Open Space and the Blue Land or any part thereof upon reasonable prior written notice at all reasonable times and to permit him or them to inspect the Development
 - 5.1.2 Open Space and Landscaping - as set out in the First Schedule hereto

5.1.3 Tree Planting - as set out in the Second Schedule hereto

6. **PLANNING OBLIGATIONS - COUNTY**

Pursuant to Section 14 of the Education Act 1996 and Section 111 of the Local Government Act 1972 the Owner covenants with the County and the Borough with intent that this covenant shall be a planning obligation for the purposes of Section 106 of the Act

6.1 The Owner shall pay to the County the sum of **NINETEEN THOUSAND EIGHT HUNDRED AND EIGHTY THREE POUNDS (£19,883)** on completion of the first dwelling to be erected pursuant to planning permission granted in determination of the Application

6.2 The Owner shall pay to the County the sum of **NINETEEN THOUSAND EIGHT HUNDRED AND EIGHTY THREE POUNDS (£19,883)** on completion of the sixtieth dwelling to be erected pursuant to planning permission granted in determination of the Application

6.3 The Owner shall by written notice addressed to the Director of Central Services PO Box 11 County Buildings Martin Street Stafford ST16 2LH advise the County of the anticipated date of completion of each of the first and sixtieth dwellings no later than one month prior to the anticipated date of completion of the first and sixtieth dwellings respectively

6.4 The sums of money referred to above shall be paid to the County solely for the purpose of education provision so far as the same is necessitated as a result of the Development and the sums of money are paid pursuant to Section 14 of the Education Act 1996 and Section 111 of the Local Government Act 1972

6.5 To pay to the County the County's reasonable costs incidental to this Agreement

7. It is hereby agreed and declared that:

7.1 a person or persons who purchase no more than one Dwelling and curtilage for use as such shall not be liable to perform any of

the obligations contained in this agreement AND no person shall be liable in respect of any breach hereunder occurring after that person has disposed of their interest in that part of the Land the Open Space or the Blue Land in respect of which the breach occurs

8. It is hereby agreed and declared that if after the date of this Agreement the Owner applies for planning permission (the "Later Application") to substitute different house types for those included in the Application (and provided that the substituted house types are no greater in number than those the subject of the Application) it may do so without entering into a further Agreement under Section 106 of the Act and if the Later Application is granted then notwithstanding that the Land may be developed in accordance with the Later Application the Land the Blue Land and the Open Space Land shall remain subject to all of the provisions of this Agreement as if the Later Application was part of the Application

9. Any party to any dispute or difference regarding the implementation of the Open Space and Landscaping and Tree Planting obligations hereunder may invoke the dispute resolution procedure pursuant to this clause and sub-clauses by notice in writing to the other party or parties to the dispute or difference in which event the following sub-clauses shall apply

- 9.1 Should the parties not agree an expert (who shall be a chartered surveyor of not less than 10 years standing) within one week of this procedure being invoked either or any party may apply for the appointment of such an expert by nomination of the President (or other available Officer able to make such appointments) of the Royal Institute of Chartered Surveyors)

- 9.2 The expert so agreed or nominated shall give notice of his appointment to the parties within seven days of his appointment

9.3 Any determination shall be made by the expert acting as an expert who shall assume (whether or not such shall be the case) that the parties wish to determine such dispute or difference as quickly as possible and who shall:

9.3.1 require the submission to him and the other party or parties of any representations within ten days of notice of his appointment

9.3.2 require the submission to him and the other party or parties of any counter representations within five days of the submission of the original representations

9.3.3 (subject to the payment of the fees which shall be paid on his demand by the parties) issue his decision within twenty one days of notice of his appointment

9.3.4 the costs of such arbitrations shall be at the discretion of the expert

9.4 All references in this clause 9 and its sub-clauses to the parties are references only to the parties to the dispute or difference

9.5 Any determination of the expert hereunder shall be binding upon the parties

10. It is hereby agreed and declared that if any clause or sub-clause of this Agreement shall be deemed to be unenforceable or ultra vires the remainder of the Agreement shall remain in full force and effect

I N W I T N E S S whereof the Parties hereto have executed or caused to be executed this Agreement as a Deed the day and year first before written

FIRST SCHEDULE

Open Space and Landscaping

1. DEFINITIONS

1.1 "The Additional Works" means the works required to be completed in accordance with the requirements of the Head of

Development Services

1.2 "The Adoption Conditions" mean:

1.2.1 the expiry of the Maintenance Period

1.2.2 the completion of all remedial works required by a notice given by the Borough to the Owner under Clause 2.8 hereof (if any) to the Satisfaction of the Borough and

1.2.3 the Commuted Sum has been paid to the Borough by the Owner pursuant to Clause 2.9 hereof

1.3 "The Approved Landscaping and Public Open Space Scheme" shall mean the scheme to be approved by the Borough pursuant to and in accordance with the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan prior to the commencement of the Development (and which shows in detail on a plan at a scale of not less than 1:500 and including necessary lists of proposed works and other schedules of all landscaping hard and soft surface treatments (including a cycle path) fencing walls gates lighting and all other necessary works required to lay out the Open Space)

1.4 "The Commuted Sum" shall be the sum of ~~TWENTY ONE~~ ^{TWENTY} THOUSAND POUNDS (£21,000) multiplied by the Current Retail Price Index divided by the Retail Price Index for November 1989

Where:

1.4.1 the Current Retail Price Index = the most recently published figure in the General Index of Retail Prices published by HM Stationery Office (or any official publication substituted for it) prior to the date of payment of the Commuted Sum and

1.4.2 The Retail Price Index for November 1989 means the figure published in the General Index of Retail Prices by HM Stationery Office in November 1989 (118.5)

1.5 "the Maintenance Period" in this Schedule means the period of one year commencing on the Practical Completion Date

1.6 "The Practical Completion Date" in this Schedule shall be the earlier of the following dates:

1.6.1 The date being two weeks after the date the Owner notifies the Borough of the completion of the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon the Open Space PROVIDED THAT the Borough has not within such two week period notified the Owner of any works which the Borough reasonably believes have not been carried out in accordance with the Approved Landscaping and Public Open Space Scheme

1.6.2 The date when the Borough notifies the Owner that the works required by the Approved Landscaping and Public Open Space Scheme to be carried out upon the Open Space have been completed to the Satisfaction of the Borough

1.7 "Satisfaction of the Borough" shall mean to the normal standards of the Borough in approving the layout design construction and/or

maintenance of equivalent works applied elsewhere within its administrative area

2. PLANNING OBLIGATIONS

The Owner hereby enters into and covenants with the Borough in respect of the Land to observe and perform the following obligations which are planning obligations for the purpose of Section 106 of the Act:

- 2.1 To provide the Open Space and landscaping in accordance with and as defined by the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan in relation to the provision of open spaces all as annexed hereto
- 2.2 Prior to the commencement of construction of any part of the Dwellings or any other development on the Land to deposit with the Borough a sum of money or a bond to an amount and in a form to be determined by the Borough such amount of money or bond to be equal to (in the reasonable opinion of the Head of Development Services) the cost of providing the Open Space which said sum shall together with all interest actually earned upon it shall be repaid to the payer within fourteen days of completing to the satisfaction of the Borough any remedial works following expiration of the Maintenance Period
- 2.3 To identify clearly the location of the Open Space on each of the following documents
 - 2.3.1 The marketing literature given to members of the public enquiring about any Dwelling(s) within the Land
 - 2.3.2 Any plan of the Land displayed in any sales office or estate agents office marketing any Dwelling erected or to be erected upon the Land
 - 2.3.3 The literature or documentation submitted to prospective purchasers of any Dwelling or his/their legal representative for the purpose of entering into a contract with prospective purchasers
- 2.4 Before digging the foundations of any Dwelling which is to be erected adjacent to an Open Space to erect and thereafter maintain a sign clearly visible from the adjoining estate road identifying the area of land as Open Space
- 2.5.1 Within a period of three months or one growing season whichever is the later following the date of the occupation of any of the Dwellings immediately adjacent to or adjoining the Open Space to carry out and complete the construction laying out and grassing of the adjacent or adjoining Open Space in accordance with the Approved Landscaping and Public Open Space Scheme and to the Satisfaction of the Borough
- 2.5.2 After the construction laying out and grassing of the Open Space and as soon as the planting seasons permit to plant in the Open Space shrubs and trees in accordance with the Approved Landscaping and Public Open Space Scheme
- 2.5.3 In carrying out any landscaping works required under this agreement to comply with the technical requirements of the Borough

contained in the Approved Landscaping and Public Open Space Scheme

- 2.6 To maintain the Open Space during "the Maintenance Period" for use by the general public as open space and during such period to replace any dead diseased or dying plants and trees within the Open Space
- 2.7 At the expiration of the Maintenance Period to notify the Head of Development Services in writing of the same in order that an inspection may be carried out
- 2.8 To carry out any remedial work required to be carried out upon the Open Space which is notified to the Owner in writing by the Borough within two weeks of the receipt by the Borough of the Owner's notice referred to in clause 2.7 hereof such remedial work to be completed as soon as practicable
- 2.9 At the expiration of the Maintenance Period to pay to the Borough (such payment to be sent to the Solicitor to the Borough) the Commuted Sum as a contribution towards the cost of the future upkeep and maintenance by the Borough of the Open Space

3. THE BOROUGH'S OBLIGATIONS

The Borough hereby agrees that:

- 3.1 As soon as all of the Adoption Conditions have been satisfied the Borough will maintain the Open Space as public open space pursuant to the Open Spaces Act 1906 and will indemnify the Owner in respect of any claims demands losses liabilities or expenses incurred by it in respect of the Open Space

4. TRANSFER

- 4.1 The Borough and the Owner hereby agree pursuant to Section 9 of the Open Spaces Act 1906 that the Owner will convey the Open Space to the Borough as soon as practicable after the Adoption Conditions have been satisfied and upon completion of the transfer the Owner shall pay to the Borough its reasonable costs in effecting the transfer
- 4.2 The transfer referred to in clause 4.1 shall provide:
 - 4.2.1 that the transfer be for a consideration of one pound and with limited title guarantee
 - 4.2.2 that the transfer shall except and reserve the right for the benefit of each and every part of the Blue Land and the Land (hereafter together with "the Retained Land")
 - 4.2.2.1 with all necessary workmen appliances and materials to enter the Open Space and to:
 - 4.2.2.1.1 construct and make connections to roads footpaths and/or cycleways between parts of the Retained Land
 - 4.2.2.1.2 construct and make connections into pipes sewers drains ditches mains channels flues wires cables ducts watercourses and all other

transmission media and similar equipment and associated equipment and apparatus and including fixings overground boxes louvres cowls and other covers ("Service Media") between parts of the Retained Land

4.2.2.1.3 lay Service Media

4.2.2.1.4 inspect clean repair maintain reinstate and renew such connections roads cycleways footpaths and/or any Service Media serving the Retained Land

4.2.2.1.5 inspect repair alter or rebuild or carry out any other works to the Retained Land which cannot otherwise reasonably be carried out and/or

4.2.2.1.6 (for the above purposes) to break open the surface of the Open Space and (without limitation) any road cycleway and/or footpath constructed on the same so far as may be necessary from time to time

4.2.2.2 The right to pass and repass at all times and for all purposes with (where designed for the same) or without vehicles over and along any road cycleway and footpath to be constructed (up to at least base course level) on the Open Space

4.2.2.3 The right of passage of water electricity gas and ducting for telecommunication services and cable television and the disposal of foul and surface water through and/or into the Service Media (including without limitation) any pumping station surface water attenuation facility or similar works or facilities from and/or to the Retained Land which may later be under in on or over the Property

4.2.3 that the exceptions and reservations of entry on land referred to in paragraphs 4.2.2.1 shall be exercisable only upon giving the Transferee one month's written notice and only insofar as such exercise shall not occasion a breach of the requirement established by Section 57 of the Act and shall not be exercised prior to expiry of current Local Plan period

4.2.4 that in exercising the exceptions and reservations the Transferor shall cause as little damage and disturbance as reasonably possible and shall make good any damage caused as soon as reasonably practicable

4.2.5 that the Transferee will comply with any request by the Transferor to procure that works executed as are referred to in paragraphs 4.2.2.1.1 4.2.2.1.2 and 4.2.2.1.3 become

adopted and/or maintainable at public expense including (without limitation) dedication of highways entry into statutory agreements (pursuant to inter alia Section 38 of the Highways Act 1980 and Section 104 of the Water Industry Act 1991) and proceedings pursuant to Section 37 of the Highways Act 1980

4.2.6 that for the benefit of the Retained Land the Transferee covenants save as is inconsistent herewith

4.2.6.1 not to cause permit or suffer the creation of an incumbrance or right whether public or private over the Open Space including (without limitation) erecting signs or depositing maps and statements pursuant to Section 31 of the Highways Act 1980 if so requested by the Transferor

4.2.6.2 not to cause permit or suffer interference with or damage to the Service Media or pass any substance into the same

4.2.6.3 not to cause permit or suffer the Open Space (or any part thereof) to become a nuisance or danger to the Owners or occupiers of each part of the Retained Land

4.2.6.4 not to cause permit or suffer the use of the Open Space other than as open space within the meaning of Section 20 of the Open Spaces Act 1906

4.2.7 that the perpetuity period shall be stated in the transfer to be 80 years

4.2.8 that the Open Space (and each part thereof) shall not be disposed of unless it shall first have been offered to the Transferor unconditionally for a consideration of one pound such offer not having been accepted for one month and the Transferee shall procure the registration of a restriction at the District Land Registry to protect the interest of the Transferor

4.3 It is agreed between the parties hereto that this clause 4 is not made pursuant to Section 106 of the Town and Country Planning Act 1990 and is not a planning obligation

SECOND SCHEDULE

Tree Planting

1. DEFINITIONS

1.1 "The Approved Tree Planting Scheme" shall mean the scheme to be approved by the Borough pursuant to and in accordance with the Leisure and Community Facilities Chapter of the East Staffordshire Local Plan prior to the date of this agreement (and which shows in detail on a plan at a scale of not less than 1:500 and including necessary lists of proposed works and other schedules of all landscaping fencing walls gates and all other necessary works

required to lay out part of the Blue Land for tree planting

- 1.2 "Satisfaction of the Borough" shall mean to the normal standards of the Borough in approving the layout design construction and/or maintenance of equivalent works applied elsewhere within its administrative area
- 1.3 "the Maintenance Period" in this Schedule means the period of five years commencing on the Practical Completion Date
- 1.4 "The Practical Completion Date" in this Schedule shall be the earlier of the following dates:
 - 1.4.1 The date being two weeks after the date the Owner notifies the Borough of the completion of the works required by the Approved Tree Planting Scheme" to be carried out upon the Blue Land Provided that the Borough has not within such two week period notified the Owner of any works which the Borough reasonably believes have not been carried out in accordance with the Approved Tree Planting Scheme
 - 1.4.2 The date when the Borough notifies the Owner that the works required by the Approved Tree Planting Scheme to be carried out upon the Blue Land have been completed to the satisfaction of the Borough


2. PLANNING OBLIGATIONS

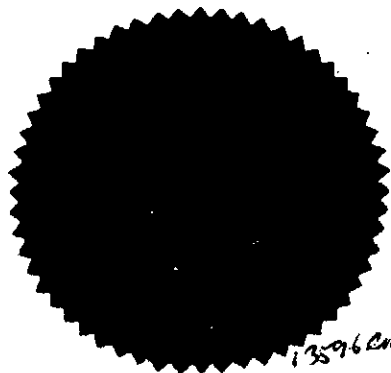
The Owner hereby enters into and covenants with the Borough in respect of the Land and the Blue Land to observe and perform the following obligations which are planning obligations for the purpose of Section 106 of the Act:

- 2.1 In the first planting season after the commencement of the Development to plant trees in the Blue Land in accordance with the Approved Tree Planting Scheme in accordance with and as defined by the National Forest Chapter of the emerging East Staffordshire Local Plan as shall be the policy of the Borough all as annexed hereto
- 2.2 Prior to the commencement of construction of any part of the Dwellings or any other development on the Land to deposit with the Borough a sum of money or a bond to an amount and in a form to be determined by the Borough such amount of money or bond to be equal to (in the reasonable opinion of the Head of Development Services) the cost of carrying out the Approved Tree Planting Scheme which said sum shall together with interest actually earned upon it shall be repaid to the payer within fourteen days of the completing to the satisfaction of the Borough any remedial works following expiration of the Maintenance Period (which shall be five years from the completion of the Approved Tree Planting Scheme works)
 - 2.3.1 After the laying out and grassing of the Blue Land and as soon as the planting seasons permit to plant in the Blue Land shrubs and trees in accordance with the Approved Tree Planting Scheme
 - 2.3.2 In carrying out any landscaping works required under this clause 2 to comply with the technical requirements of the Borough contained in the Approved Tree Planting Scheme

- 2.4 To maintain the trees and shrubs planted pursuant to the approved Tree Planting Scheme as woodland and to replace any dead diseased or dying plants and trees as soon as shall be reasonably necessary during the Maintenance Period
- 2.5 At the expiration of the Maintenance Period to notify the Head of Development Services in writing of the same in order that an inspection may be carried out
- 2.6 To carry out any remedial work required to be carried out upon the Blue Land which is notified to the Owner in writing by the Borough within two weeks of the receipt by the Borough of the Owner's notice referred to in clause 2.5 hereof such remedial work to be completed as soon as practicable
- 2.7 After the expiration of the Maintenance Period and with a view to the preservation of the trees within the Tree Planting Scheme as part of the National Forest not to cut down or lop any of the trees or shrubs planted within the Tree Planting Scheme without the consent in writing of the Borough which consent shall not be unreasonably withheld or delayed

THE COMMON SEAL of EAST STAFFORDSHIRE)
BOROUGH COUNCIL was hereunto affixed)
in the presence of:)


Authorised Signatory



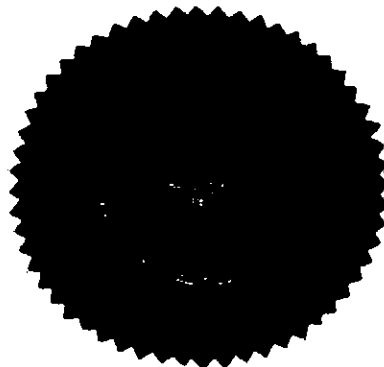
THE COMMON SEAL of STAFFORDSHIRE)
COUNTY COUNCIL was hereunto affixed)
in the presence of:)


Deputy Clerk



THE COMMON SEAL of WESTBURY HOMES)
HOLDINGS LIMITED was hereunto affixed in)
the presence of:)


Authorised Signatory



DATED

30th September

1999

EAST STAFFORDSHIRE BOROUGH COUNCIL

AND

STAFFORDSHIRE COUNTY COUNCIL

AND

WESTBURY HOMES HOLDINGS LIMITED

A G R E E M E N T

Section 106
Town and Country Planning Act 1990

Tutbury Road Outwoods
Burton upon Trent
in the County of Staffordshire

L Kelly LL B
Head of Central
Services
Town Hall
Burton upon Trent

Special Document Placeholder

Special Document ID Barcode:



038847

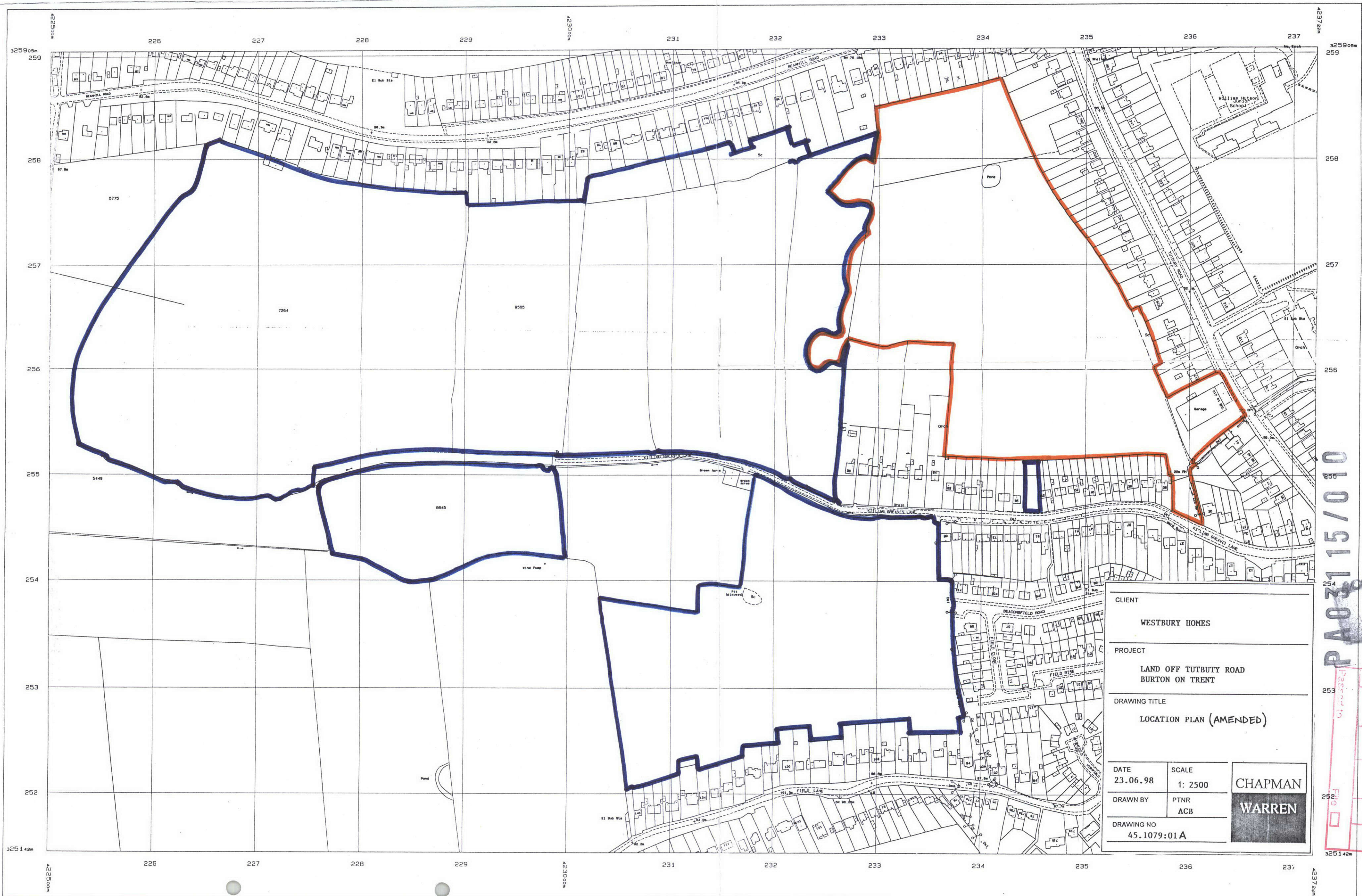
PLACEHOLDER

Prepared by Resolution Ltd.

PLACEHOLDER



Special Document
038847



PA03115/010

ACCEPTED AS
VALID
17 JUN 1999

DATE	18 JUN 1999
INSURE	ENG
HEALTH	PLAN

East Staffs DISTRICT COUNCIL
DEPARTMENT OF SERVICES
amr plan 1

File
PA 03115/010

Handwritten signature



Handwritten notes and signature

*Plans refer to
in re off-site
planting taken*

	Fe	Fs	Pa	Sor	Bp	Or	Ag	Sa	Pt	Vo	Ps	Cm	Sn	Rc	Ca	Sca	Fa	Sc	Sv	Cs	la
A	247	150				297							100		100						100
B	183				183						732	915	366			366			366	366	
C			75	75	75	38					150	225			225	38	38			38	
D	660				660							990	330			660			1320	660	
E	750	450				900							300								300
F	720					480	960	480	720				480					480			
G	20				20	5	30						10			20			40	20	
H			370	370	370	185					740	555			555	185	185			185	
I			60	100	100	40				100	300	400	100	100	340	100	60				100
J	500	300				600							200		200						200
K	160	100											65		65						65
L	40				40	40					160	200	80			80			80	80	
M	170					113	226		170				113		113			113		113	
N	105				105	50	160					160	50			105					105
O			25	25	25	12					50	37		12	37	12			210	105	
P	150	100			40	80	100	40													20
Q	8	32			16	32	40	16													4
R			10	17	17	7				17	52	70	17	35	60	17	10				17
S	27					18	36	18	27				18					180			
T			30	30	30	15					60	45			15	15	15			15	
U	9					6	12	6	9			20	20	6	20			6		6	
V			7	12	12	5					12	37	50	12	25	43	12	7			12
W					65						65	100	130	65	100	130	65	65		65	
X			20	20	20	10					40	30			30	10	10			10	
Y			30	51	51	20					51	151	204	51	102	151	51	30			51
Z																					
A1					15	15															
A2					50	50															
A3					50	50															

PLANTING MATRIX

NEW STOCK AND
RABBIT PROOF FENCE

NEW RABBIT PROOF
FENCE ATTACHED
TO REDUCED
STOCK PROOF
FENCE

EXISTING VEGETATION AND
HEDGING RETAINED



EXISTING FENCE RETAINED

All plants to be
protected by
plastic spiral
rabbit guards.

END SECTION
OF RABBIT
PROOF FENCE
TO BE ATTACHED
TO PLAY AREA
ENCLOSURE

15m dia at
1.2m low

Farm?

EXISTING VEGETATION
1M STRIP BETWEEN
RABBIT PROOF
FENCE AND EXISTING
VEGETATION -
PLANTS IN HERE
PROTECTED WITH
RABBIT GUARDS.
STOCK PROOF FENCE
RETAINED
EXISTING STOCK PROOF
FENCE REPAIRED AND MADE
RABBIT PROOF WHERE
NOT ABUTTING
VEGETATION.

STOCK PROOF FENCE TO ENDS
RABBIT

EXAMPLE OF RABBIT
FENCE SITTING

PLANTING SCHEDULE

Key		
Fe	Fraxinus excelsior	1+1+1 transplant
Fs	Fagus sylvatica	1+1+1 transplant
Pa	Prunus avium	1+1+1 transplant
Sor	Sorbus aucuparia	1+1+1 transplant
Bp	Betula pendula	1+1+1 transplant
Or	Quercus robur	1+1+1 transplant
Ag	Alnus glutinosa	1+1+1 transplant
Sa	Salix alba	1+1+1 transplant
Pt	Populus tremula	1+1+1 transplant
Vo	Viburnum opulus	900mm B/R cut back to 200mm at planting
Ps	Prunus spinosa	900mm B/R cut back to 200mm at planting
Cm	Crataegus monogyna	900mm B/R cut back to 200mm at planting
Sn	Sambucus nigra	900mm B/R cut back to 200mm at planting
Rc	Rosa canina	900mm B/R cut back to 200mm at planting
Ca	Corylus avellana	900mm B/R cut back to 200mm at planting
Sca	Salix caprea	900mm B/R cut back to 200mm at planting
Fa	Frangula alnus	300mm B/R cut back to 150mm at planting
Sc	Salix cinerea	900mm B/R cut back to 200mm at planting
Sv	Salix viminalis	900mm B/R cut back to 200mm at planting
Cs	Cornus sanguinea	900mm B/R cut back to 200mm at planting
la	Ilex aquifolium	3L pot

NOTES

The Contractor must locate all underground services prior to excavation, and allow an easement strip of 8m to all tree planting locations, 12m in the case of Salix and Populus.

Prior to excavation, all planting areas are to be sprayed with a herbicide containing Glyphosate following manufacturers instructions avoiding water bodies and 50 grammes / sq M slow release fertilizer worked in to a depth of 200mm.

Plants should be thoroughly mixed within each planting bed to achieve a random pattern. They should not be planted on a grid. All plants shall be slit notch planted and bare roots must be completely immersed in Alginure Root Dip prior to planting.

All planting shall be protected by heavy duty galvanized 31mm wire netting rabbit proof fencing trenched 300mm on the outside of the planting beds, extending 300mm vertically up the fence and held at its top by heavy duty galvanized wire rings at 450mm centres. The fencing to which it is to be attached shall be galvanized sheep netting, to a height of 900mm with two heavy duty 3mm plain wire strands above, taking the fence height to 1.1M. The netting shall be attached to each stake and corner post with 6No. and 12 No. 20mm galvanized wire staples respectively, and the wire strands by 2No. and 4No. respectively.

Stakes shall be 75mm dia at 1.2M centres, with 150mm dia straining posts and 1.65M x 60mm dia struts at 50M centres and at each change of direction. All fencing timber shall be soilwood peeled, pointed and pressure impregnated with preservative. Existing fencing shall be repaired where necessary, and rabbit proof fencing as specified attached. A 1M width strip should be retained between the planting beds and existing vegetation to allow space for trenching for the rabbit proof fence on the existing vegetation side, without unduly disturbing the roots. The open ends should be closed off with stock proof fencing, and each plant in the 1M strip protected with a 450mm black, dark green, or brown plastic spiral rabbit guard, secured by being pushed into the soil to a depth of 50mm.

CLIENT	Westbury Homes Holdings Ltd.	
PROJECT	LAND OFF TUTBURY BARTON UPON TRENT	
DRAWING TITLE	STRUCTURE LANDSCAPE PLANTING PLAN (OFF SITE)	
DATE	10/08/11	SCALE
DRAWN BY	MB	CHECKED
DRAWING NO.	45.1079:04A	

File End

East Staffordshire Borough Council
Section 106



END

Prepared by Resolution Bureau Services

FILE END