

Received By Ashfield District Council

02.06.2021

DATED 28<sup>th</sup> April 2021

**PEVERIL HOMES LIMITED (1)**

**-and-**

**ASHFIELD DISTRICT COUNCIL (2)**

Under Section 106 of the Town and Country Planning Act 1990  
relating to proposed residential development on land off Millers Way, Kirkby in Ashfield

**WALKER MORRIS LLP**

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Ref: CAS/PEV00006.47

## CONTENTS

Clause .....	Page
1     DEFINITIONS AND INTERPRETATION.....	4
2     GENERAL PROVISIONS.....	14
3     OWNER'S COVENANTS TO THE DISTRICT COUNCIL.....	20
4     DISTRICT COUNCIL'S COVENANTS TO THE OWNER.....	20
FIRST SCHEDULE.....	21
SECOND SCHEDULE.....	28
THIRD SCHEDULE.....	32
ANNEX 1.....	34
ANNEX 2.....	35
ANNEX 3.....	36
ANNEX 4.....	37
ANNEX 5.....	38

THIS AGREEMENT is made as a Deed the 28<sup>th</sup> day of April Two Thousand and Twenty One

**BETWEEN:**

- (1) **PEVERIL HOMES LIMITED** (Company Registration Number 01888444) of High Edge Court, Church Street, Heage, Belper, Derbyshire DE56 2BW ("**Owner**"); and
- (2) **ASHFIELD DISTRICT COUNCIL** of Urban Road, Kirkby in Ashfield, Nottingham NG17 8DA ("**District Council**").

**RECITALS:**

- A. By means of the Planning Application planning permission is sought by the Owner from the District Council to carry out the Development.
- B. The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Application Land and the Ecological Enhancement Land and the Unwin Road Fields Site are situated.
- C. The District Council is a Principal Council within the meaning of the Local Government Act 1972.
- D. The Owner is the freehold owner of the:
  - (1) Application Land and the Ecological Enhancement Land registered at HM Land Registry with title absolute under title number NT361492;
  - (2) Unwin Road Fields Site registered at HM Land Registry with title absolute under title number NT442887.
- E. The District Council has resolved to refuse to grant the Planning Permission for the Development. The Appeal was lodged on behalf of the Owner in relation to the Council's refusal of the Planning Application.
- F. The Owner has agreed to enter into this Agreement with the intent that its interest in the Application Land and the Ecological Enhancement Land and the Unwin Road Fields Site shall be subject to the covenants and obligations contained herein and with the intention that those covenants and obligations should create planning obligations pursuant to Section 106 of the Act.

- G. The District Council is satisfied that the provisions of this Agreement and the planning obligations contained herein comply with their respective policies in relation to Section 106 of the Act and are sufficient in respect thereof.

## **OPERATIVE PROVISIONS:**

### **1. DEFINITIONS AND INTERPRETATION**

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

<b>"Act"</b>	the Town & Country Planning Act 1990 as amended;
<b>"Application Land"</b>	means the land shown edged red on Plan 1;
<b>"Affordable Dwellings"</b>	means 5 (five) of the Dwellings to be provided and Occupied as Affordable Rented Dwellings in accordance with the Affordable Housing Scheme and <b>"Affordable Dwelling"</b> shall be construed accordingly;
<b>"Affordable Housing"</b>	means housing provided to eligible households whose needs are not met by the market in accordance with the definition set out in the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it);
<b>"Affordable Housing Contribution"</b>	means if applicable the sum to be agreed between the District Council and the Owner and which shall represent the difference between the sum of the Open Market Value of the relevant Affordable Dwellings at the time the relevant dwellings were to be transferred and the estimated lump-sum that would have been paid to the Owner by an Affordable Housing Provider for the relevant Affordable Dwellings (to be calculated having regard to market conditions at the time the Affordable Housing Contribution is to be paid and the transfer values of similar affordable dwellings that have been or would be acquired by other Affordable Housing Providers within Ashfield District at or



around this time), which may be payable by the Owner to the District Council in accordance with the provisions of **paragraph 1.10 of the First Schedule** for use by the District Council towards the provision of Affordable Housing within the District of Ashfield;

**"Affordable Housing Provider"**

means:

- (i) a non-profit registered provider of social housing under the Housing and Regeneration Act 2008 and registered with Homes England (or such successor authority) as a registered provider; or
- (ii) any other housing provider;

as shall be approved in writing by the District Council and dependent upon the Affordable Housing Provider being able to demonstrate to the District Council its ability to deliver the Affordable Housing on the Site in accordance with the terms of this Agreement;

**"Affordable Housing Scheme"**

means the scheme for the provision of Affordable Dwellings which shall specify:

- (i) the location of the Affordable Dwellings within the Development;
- (ii) the intended Affordable Housing Provider;

**"Affordable Rented Dwellings"**

means those Affordable Dwellings to be let at an affordable rent being up to 80% of the open market rental value for the unit type, such rent to be in accordance the National Planning Policy Framework (June 2019) or such successor framework;

**"Appeal"**

means the appeal (PINS Reference No. APP/W3005/W/20/3263882) lodged on behalf of the Owner against the Council's refusal on 26<sup>th</sup> October

2020 to grant planning permission for the Planning Application;

**"Bus Stop Infrastructure Contribution"**

means the sum of £8,500.00 (eight thousand five hundred pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 2 of the First Schedule** towards procuring with the County Council improvements to the bus stop denoted as AS0316, Council Offices such improvements to include installation of a replacement bus shelter and solar lighting;

**"Commencement of Development"**

means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun save that irrespective of the provisions of Section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development:

- (i) trial holes or other operations to establish the ground conditions of the Application Land, site survey work, or works of remediation
- (ii) archaeological investigations on the Application Land
- (iii) any works of demolition or site clearance
- (iv) any structural planting or landscaping works
- (v) ecological or nature conservation works associated with the Development
- (vi) construction of site compounds boundary fencing or hoardings

(vii) construction of access or highway works or provision of services (including drainage and media)

(viii) any other preparatory works agreed in writing with the District Council;

and reference to "Commence" shall be construed accordingly;

**"Contributions"** means the Bus Stop Infrastructure Contribution, the Healthcare Contribution, the Highways Contribution, the Leisure Facilities Contribution, the Library Contribution and the Public Open Space Contribution;

**"County Council"** means Nottinghamshire County Council of County Hall, West Bridgford, Nottingham NG2 7QP who is the highway authority for the area within which the Application Land is situated;

**"Decision Letter"** means the letter issued by the Inspector or the Secretary of State determining the Appeal;

**"Development"** means the development described in the Planning Application and to be carried out pursuant to the Planning Permission;

**"Dwelling(s)"** means a dwelling built pursuant to the Planning Permission;

**"Discounted Market Dwellings"** means a Dwelling to be sold by the owner at 75% (seventy five per cent) of its Open Market Value;

**"Ecological Enhancement Improvements"** means the improvements to be made in accordance with the Ecological Enhancement Scheme on the Ecological Enhancement Land;

**"Ecological Enhancement Land"** means the land shown edged blue on Plan 1;

**"Ecological Enhancement Scheme"** means:

1. the scheme titled 'GL1234 02 Millers Way Ecological Enhancement Scheme' prepared by Quants Environmental and the Owner's landscape architect that sets out the extent of a butterfly bank for Dingy Skipper and other butterflies and moths, together with associated meadow grassland, to be created within the Ecological Enhancement Land, a copy of which is attached hereto at Annex 2; and / or
2. a landscape and ecology management plan to be submitted to and approved by the Council in accordance with condition 4 to the Planning Permission;

**"Healthcare Contribution"**

means the sum of £29,261.25 (twenty nine thousand two hundred and sixty one pounds and twenty five pence) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 2 of the First Schedule** towards improvements and/or extensions to GP surgeries within the vicinity of the Development;

**"Highways Contribution"**

means the sum of £54,000.00 (fifty four thousand pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 2 of the First Schedule** towards procuring with the County Council sustainable transport improvements to include the following:

1. a pedestrian crossing outside Orchard Primary School or a puffin crossing closer to the Development, which would also be of benefit to the Orchard Primary Orchard Primary School;

2. a review of and improvements to the footways in the immediate area of the Development to provide a continuous route of consistent quality towards the town centre;
3. improvements to public rights of way in the area of the Development;
4. a zebra crossing outside Orchard Primary School and footway enhancements;

**"Homes England"**

means the Homes and Communities Agency trading as Homes England or any body or bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008;

**"Housing Need"**

means living in unsuitable housing conditions and either unable to afford to rent at market rent or unable to buy suitable housing at open market prices;

**"Index Linked"**

means the application to the sum concerned of the indexation set out in the Third Schedule hereto;

**"Inspector"**

means an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6, of the 1990 Act;

**"Leisure Facilities Contribution"**

means the sum of £54,000.00 (fifty four thousand pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 2 of the First Schedule** towards the provision of a new leisure centre to serve the Kirby area;

**"Library Contribution"**

means the sum of £1,899.68 (one thousand eight hundred and ninety nine pounds and sixty eight pence) Index Linked payable by the Owner to the District Council in accordance with the provisions of

paragraph 2 of the First Schedule towards the provision of additional library stock at Ashfield Library in Kirby;

**"Market Dwelling(s)"**

means Dwellings for sale on the open market which is constructed as part of the Development and which is not an Affordable Dwelling;

**"Nominations Agreement"**

means an agreement in a form specified by the District Council relating to the nominations procedure and local lettings plans for the Affordable Dwellings;

**"Occupation"**

means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include:

- (i) daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or
- (ii) the use of any Dwelling for the marketing of the Development; or
- (iii) the storage of plant and materials

and "Occupy" and "Occupied" shall be construed accordingly;

**"Open Market Value"**

means the value agreed between the District Council and the Owner of a Dwelling to be sold on the open market based on the following assumptions:

- (i) a willing seller and a willing buyer in an arm's length transaction;
- (ii) a reasonable period for the proper marketing of the Dwelling; and
- (iii) market conditions at the time of the valuation;

- (iv) the parties had each acted knowledgeably, prudently and without compulsion;
- "Plan 1"** means the plan marked "Plan 1" attached hereto at Annex 1;
- "Plan 2"** means the plan marked "Plan 2" attached hereto at Annex 3;
- "Plan 3"** means the plan marked "Plan 3" attached hereto at Annex 5;
- "Planning Application"** means the planning application submitted to the District Council and allocated reference number V/2019/0756 applying for 54 dwellings and associated highways, drainage and landscaping infrastructure (as amended);
- "Planning Obligations"** means the obligations, conditions and stipulations set out in the First Schedule and **"Planning Obligation"** shall be construed accordingly;
- "Planning Permission"** means a planning permission granted pursuant to the Planning Application;
- "Practical Completion"** means the stage of construction or conversion of any Dwelling or other building comprising the Development such that it is capable of beneficial Occupation;
- "Protected Tenant"** means any tenant who:
- (i) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
  - (ii) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a has

otherwise obtained full ownership of a single Affordable Dwelling;

**"Public Open Space Contribution"**

means the sum of £162,000.00 (one hundred and sixty two thousand pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 2 of the First Schedule** towards improvements at Kingsway Park, together with 15 (fifteen) years maintenance;

**"Secretary of State"**

means the Secretary of State for The Ministry of Housing, Communities and Local Government or any substitute or any Inspector appointed by him;

**"Traffic Regulation Order(s)"**

means such traffic regulation order or orders under the Road Traffic Regulation Act 1984 or amendments to existing traffic regulation orders (including the provision of or alteration to traffic regulation signs and / or road markings) made pursuant to the Road Traffic Regulation Act 1984 as the County Council may from time to time promote from the date this Agreement comes into effect to extend double yellow lining to prohibit waiting at any time along Millers Way and around its junction with Lane End as shown on Plan 3 to include road markings and signage;

**"TRO Contribution"**

means the sum of £20,000.00 (twenty thousand pounds) Index Linked payable by the Owner to the District Council in accordance with the provisions of **paragraph 5 of the First Schedule** to be applied by the District Council towards procuring with the County Council the making the Traffic Regulation Order(s);

**"Unwin Road Field Improvement Scheme"**

means the scheme titled Consultancy Report – Unwin Road Pitch Assessment Report (July 2019) prepared by IOG attached hereto at Annex 4 that sets out the



improvement works to be carried out at the Unwin Road Fields Site;

**"Unwin Road Field Improvement Works"**

means the improvement works to be carried out <sup>at the</sup> Unwin Road Fields <sup>Site</sup> in accordance with the ~~Polly Bowls~~ <sup>Unwin Road Fi</sup> Improvement Scheme as follows:

1. top dressing the playing fields;
2. 2 (two) operations of over-seeding; and
3. fertilisation in order to raise phosphorus and potassium levels;

**"Unwin Road Fields Site"** means the land shown edged blue on Plan 2;

**"10 Year Ecological Management Period"**

means in the event that clause 2.13.1 is applicable, a period of 10 (ten) years from the date on which the first work is carried out on the Ecological Enhancement Land in relation to providing the Ecological Enhancement Improvements in accordance with the Ecological Enhancement Scheme;

**"30 Year Ecological Management Period"**

means in the event that clause 2.13.2 is applicable, a period of 30 (thirty) years from the date on which the first work is carried out on the Ecological Enhancement Land in relation to providing the Ecological Enhancement Improvements in accordance with the Ecological Enhancement Scheme.

- 1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

1.5 Where in this Agreement reference is made to a clause Schedule or plan such reference (unless the context otherwise requires) is a reference to a clause or Schedule of or in the case of a plan attached to this Agreement.

1.6 Covenants made hereunder on the part of the District Council shall be enforceable against the District Council and any statutory successor to it as planning authority.

1.7 The expression "the Owner" shall where the context so admits include successors and assigns.

## **2 GENERAL PROVISIONS**

### **Statutory Authority**

2.1 This Agreement and each of the covenants given by the Owner contained herein is a planning obligation and is made pursuant to Section 106 of the Act and all other powers so enabling.

2.2 The covenants by the Owner contained herein shall be enforceable by the District Council.

### **Liability**

2.3 The covenants given by the Owner contained herein are made with the intent that the covenants will bind its interest in the Application Land and, in relation to the planning obligations contained in paragraph 3 of the First Schedule, the Ecological Enhancement Land and, in relation to the planning obligations contained in paragraph 4 of the First Schedule, the Unwin Road Fields Site and be binding on and enforceable against their successors in title or assigns and subject to **clause 2.5** those deriving title under the Owner **PROVIDED THAT** without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seised save in respect of any prior subsisting breach.

2.4 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land or the Ecological Enhancement Land or the Unwin Road Fields Site in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof or specified in a section 73 permission to which clause 2.26 below applies) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply **PROVIDED THAT** the obligations in this Agreement can be applied to any planning permission granted subsequent to the grant of the Planning Permission as herein defined by agreement between the Owner and the District Council as evidenced by a memorandum endorsed on this Agreement.

- 2.5 The covenants contained in this Agreement shall not be enforceable against:
- 2.5.1 individual purchasers or lessees (or their mortgagees) of Dwellings on the Application Land; nor
  - 2.5.2 (other than the provisions of paragraph 1 of the First Schedule) against an Affordable Housing Provider unless all or part of the Application Land is transferred to an Affordable Housing Provider and the Affordable Housing Provider builds out the Development pursuant to the Planning Permission in which case the covenants and obligations in this Agreement shall apply in full to the Affordable Housing Provider as successor in title to the Owner; or
  - 2.5.3 against statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Application Land and / or the Ecological Enhancement Land and / or the Unwin Road Fields Site or any part of it is in the nature of the benefit of an easement or covenant.
- 2.6 In the event that the Owner disposes of its interest in the Application Land and / or the Ecological Enhancement Land and / or the Unwin Road Fields Site or any part thereof (other than a disposal to a purchaser of a Dwelling) it shall within 28 (twenty-eight) days of such disposal give written notice of the name and address of its successors in title to the District Council together with sufficient details of the land included in the disposal to allow its identification.

#### **Contingencies**

- 2.7 The obligations in this Agreement shall be conditional upon the issuing of the Planning Permission by the Secretary of State pursuant to the Appeal and the Commencement of Development and save for this clause and **clauses 2.8, 2.14, 2.17, 2.18, 2.19, 2.20, 2.21, 2.22 and 3.2, and paragraphs 1.1 and 5.1 of the First Schedule** which shall come in to effect upon completion of this Agreement then until such time all other provisions not herein specified shall be of no effect.
- 2.8 In the event of the Planning Permission expiring or in the event of the, withdrawal, revocation or quashing of the Planning Permission or in the event that the Appeal is unsuccessful the obligations under this Agreement shall cease absolutely and the District Council shall upon written request from the Owner procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith upon request of the Owner.

- 2.9 Where this Agreement is released in part by a future agreement, the District Council shall upon written request from the Owner place a note against the entry made in the Register of Local Land Charges stating which obligations no longer have effect.
- 2.10 If the Owner makes a request in writing for the District Council to place a note against the entry made in the Register of Local Land Charges stating which obligations under this Agreement have been discharged and complied with, the District Council will place such a note against the entry to the extent which such obligations are deemed by the District Council to have been discharged and complied with under the terms of this Agreement.
- 2.11 Following the performance and satisfaction of all covenants and obligations contained in this Agreement the District Council shall upon written request from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 2.12 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation (or relevant part thereof, as appropriate) shall from the date of the Decision Letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part thereof, as appropriate) but the remaining Planning Obligations shall remain in full force and effect.
- 2.13 Subject to Clause 2.12, if the Secretary of State in his Decision Letter concludes that the:
- 2.13.1 10 Year Ecological Management Period; or
- 2.13.2 30 Year Ecological Management Period;

shall be applicable, then the Owner will comply with the Secretary of States' direction for the purposes of complying with planning obligations set out in paragraph 3.2 of the First Schedule.

#### **Commencement of Development**

- 2.14 The Owner shall give the District Council 7 (seven) days' notice in advance of the Commencement of Development and the date on which Commencement of Development has taken place shall be confirmed by exchange of correspondence between the Owner and the District Council **PROVIDED THAT** default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development occurring.

### **Determination by Expert**

2.15 Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner and the District Council concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within 20 (twenty) working days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms:

2.15.1 The person to be appointed pursuant to **Clause 2.15** shall if possible be a person having 15 (fifteen) years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute.

2.15.2 The reference to the expert shall be on terms that:

- (a) the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
- (b) the expert shall be able to stipulate periods of time for the making of such submissions and representations;
- (c) the expert shall be bound to have regard to the said submissions and representations;
- (d) the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
- (e) the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and
- (f) the findings of the expert shall save in the case of manifest material error be final and binding on the Owner and the District Council save that the parties retain the right to refer to the Courts on a matter of law.

### **Time Periods**

- 2.16 Any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the District Council.

### **Approvals**

- 2.17 For the purposes of this Agreement where a party is required to make a request, give confirmation, approval or consent, express satisfaction with, agree to vary, or to give notice of any matter, such request, confirmation, approval, consent, expression of satisfaction, agreement to vary, or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed.

### **Notices**

- 2.18 The service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing.
- 2.19 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting.

### **Exclusion of the Contracts (Rights of Third Parties) Act 1999**

- 2.20 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

### **Void Provisions**

- 2.21 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such

terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties.

#### **No Fetter of Discretion**

- 2.22 Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council in its rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the District Council were not a party to this Agreement.

#### **Effect of any Waiver**

- 2.23 No waiver (whether express or implied) by the District Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

#### **General Requirement to Co-operate**

- 2.24 Without prejudice to its statutory duties the District Council and the Owner shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified.

#### **Interest**

- 2.25 If any payment due to the District Council under this Agreement is paid late interest will be payable from the date the payment is due to the date of payment at 8% above the Bank of England base lending rate prevailing at the time.

#### **Future Permissions**

- 2.26 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted (whether or not on appeal) in respect of the application (and the District Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of

that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

### **Jurisdiction**

- 2.27 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **3 OWNER'S COVENANTS TO THE DISTRICT COUNCIL**

- 3.1 The Owner covenants with the District Council so as to bind its interest in the Application Land and the Ecological Enhancement Land and the Unwin Road Fields Site and each and every part thereof to observe and perform the covenants set out in the First Schedule.
- 3.2 The Owner covenants with the District Council to pay the District Council's reasonable legal costs in respect of the preparation of this Agreement on its execution.

### **4 DISTRICT COUNCIL'S COVENANTS TO THE OWNER**

- 4.1 The District Council covenants with the Owner to fulfil the covenants on its behalf contained in the Second Schedule and where applicable in the First Schedule.



**FIRST SCHEDULE**  
**(Owner's Covenants)**

The Owner covenants with the District Council as follows:

**1 AFFORDABLE HOUSING**

- 1.1 To submit to the District Council for approval prior to the Commencement of Development the Affordable Housing Scheme and not to Commence Development unless and until the Affordable Housing Scheme has been approved by the District Council.
- 1.2 To provide 5 (five) of the Dwellings constructed as part of the Development as Affordable Dwellings in accordance with the Affordable Housing Scheme approved pursuant to **paragraph 1.1 of this Schedule** or any approved variation thereto.
- 1.3 The Owner covenants with the District Council not to dispose of any interest in the Affordable Dwellings save to an Affordable Housing Provider or the District Council in accordance with this **paragraph 1** or allow the same to be disposed of otherwise than in accordance with this **paragraph 1**.
- 1.4 The Owner covenants with the District Council not to Occupy or permit or suffer or allow the Occupation of more than 27 (twenty seven) of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the District Council) until:
  - 1.4.1 the Affordable Dwellings have achieved Practical Completion and are ready for Occupation; and
  - 1.4.2 the freehold of the Affordable Dwellings has been transferred to an Affordable Housing Provider or the District Council or binding contracts to transfer such units to an Affordable Housing Provider or the District Council have been exchanged.
- 1.5 The transfer or binding contract, as the case may be, referred to in **paragraph 1.4.2 of this Schedule** shall provide inter alia for:
  - 1.5.1 the transfer of the freehold title to be with full title guarantee with such rights of access and passage of other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings and the provision of roads and services rendering them suitable for immediate Occupation; and

- 1.5.2 the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any Dwellings within the Development; and
- 1.5.3 where the Affordable Dwellings are being transferred to an Affordable Housing Provider, evidence to the District Council of such transfer or contract has been provided.
- 1.6 Subject to **clause 1.7** below, the Owner covenants with the District Council not to use or allow the Affordable Dwellings to be used for any purpose other than for Affordable Housing in accordance with the terms of this Agreement.
- 1.7 The restriction referred to in **paragraph 1.6 of this Schedule** shall not apply to:
- 1.7.1 a Protected Tenant or any person deriving title under a Protected Tenant; or
- 1.7.2 a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
- 1.8 The Owner covenants with the District Council not to transfer the Affordable Dwellings to an Affordable Housing Provider without first procuring that the transfer includes:
- 1.8.1 a provision that the Affordable Housing Provider shall undertake to enter into a Nominations Agreement with the District Council; and
- 1.8.2 a provision that the Affordable Dwellings shall not be used for any purpose other than for Affordable Housing save where clause 2.5 and paragraph 1.7 of the First Schedule of this Agreement applies.
- 1.9 The Owner covenants with the District Council to procure that the Affordable Housing Provider permits the District Council or its agent to nominate 100% (one hundred percent) of the first occupiers and 50% (fifty percent) of the second occupiers of the Affordable Dwellings, such occupier being someone who is in Housing Need.
- 1.10 In the event the Owner has not entered into a binding contract with an Affordable Housing Provider within 12 (twelve) months of Commencement of Development pursuant to **this paragraph 1** of this Schedule to notify the District Council (such notification to include

evidence of the Owner's reasonable endeavours to enter into a binding contract with an Affordable Housing Provider) and:

1.10.1 If the District Council (acting reasonably) is satisfied that the notification provided pursuant to **paragraph 1.10 of this Schedule** demonstrates that the Owner has used reasonable endeavours to enter into a binding contract with an Affordable Housing Provider, it may determine whether to take a transfer of the Affordable Dwellings or to accept an Affordable Housing Contribution and:

- (a) In the event the District Council determines that an Affordable Housing Contribution shall be payable in lieu of provision of the Affordable Dwellings on the Application Land then the Owner shall pay the Affordable Housing Contribution prior to the first Occupation of 28 (twenty eight) of the Market Dwellings **AND** the Owner shall be entitled to dispose of the Dwellings that would have been Affordable Dwellings as Market Dwellings free from the restrictions in this **paragraph 1**.
- (b) In the event that the District Council elects to take a transfer of the Affordable Dwellings the Owner shall offer to transfer the Affordable Dwellings to the District Council for a sum to be agreed between the Owner and the District Council such sum to represent the build cost provision of services infrastructure and land as part of the Development and to use reasonable endeavours to exchange legally binding contracts with the District Council (such contracts to be on the terms contained in **paragraph 1.5 of this Schedule**) within 3 (three) months of the Owner receiving written acceptance of the offer.
- (c) If within 3 (three) months of the Owner receiving written acceptance of the offer from the District Council, legally binding contracts have not been exchanged with the District Council or the District Council has provided written confirmation of its withdrawal from acceptance of the offer the Owner shall be entitled to withdraw the offer from negotiations and shall be released from the requirement to comply with the provisions of this Agreement in relation to the provision of Affordable Housing **PROVIDED THAT** the Dwellings that would have been Affordable Dwellings shall be provided as Discounted Market Dwellings (and the transfer of such dwellings shall contain a provision to ensure that future transfers shall be restricted in perpetuity so that the sale price does not exceed 75% of the

Open Market Value at the time of such sale, such provision to require a restriction to be inserted to the title register at the Land Registry).

1.11 If the District Council (acting reasonably) is not satisfied that the notification provided pursuant to **paragraph 1.10 of this Schedule** demonstrates that the Owner has used reasonable endeavours to enter into a binding contract with an Affordable Housing Provider, the District Council shall serve written notice on the Owner that he shall be required to use reasonable endeavours to enter into such a contract within 6 (six) months from the date of notification by the District Council and if at the end of that 6 (six) month period the Owner has not been able to enter into a binding contract with an Affordable Housing Provider the provisions of **paragraph 1.10 of this Schedule** shall apply **PROVIDED THAT** at the conclusion of the 6 (six) month period under this **paragraph 1.11 of this Schedule** the District Council shall not be entitled to again serve a notice under this paragraph and the provisions of **paragraph 1.10.1 of this Schedule** shall apply.

1.12 In respect of any Affordable Dwellings to be sold as Discounted Market Dwellings pursuant to **paragraph 1.10.1(c) of this Schedule**, in order that the future ownership and selling price of all and any Discounted Market Dwelling shall be controlled so as to ensure that each such dwelling remains a Discounted Market Dwelling available to persons in Housing Need in perpetuity, on the first disposal of each Discounted Market Dwelling the Owner shall secure the registration at HM Land Registry of the following restriction (or in such other form as the Chief Land Registrar shall deem appropriate) against the title to the Discounted Market Dwelling and shall provide the District Council with a copy of such title (showing the restrictions unless otherwise agreed in writing):-

*“no disposition of the registered estate other than a charge by the proprietor of the registered estate, or by the proprietor of a charge, not being a charge registered before the entry of this restriction shall be completed by way of registration without a certificate signed by Ashfield District Council that the provisions of the Deed dated [insert date of this s106 Agreement] 2021 between Peveril Homes Limited and Ashfield District Council have been complied with”*

1.13 On each subsequent disposal of any Discounted Market Dwelling the new owner (the “**Subsequent Owner**”) shall procure the registration at the Land Registry of a restriction in the same form as set out above at **paragraph 1.12** against the title to the Discounted Market Dwelling in which they have acquired an interest and supply a copy of such title (showing the restriction) to the District Council.

1.14 If a Subsequent Owner of a Discounted Market Dwelling who wishes to dispose of the dwelling is not able to locate a prospective purchaser who is a person or persons in Housing Need after a period of 3 (three) months of first advertising the Discounted Market Dwelling for sale then the Subsequent Owner may sell the Discounted Market Dwelling at a price which is representative of the Open Market Value and the Subsequent Owner shall pay to the District Council upon completion of the sale of the Discounted Market Dwelling as an open market dwelling the sum which is 25% of the open market value and the obligations in this **paragraph 1 of this Schedule** shall no longer apply to that dwelling.

1.15 Prior to entering into a contract for the sale of the Discounted Market Dwelling with a prospective purchaser, the Owner shall provide the District Council with the following information:

1.15.1 evidence that the prospective purchaser is a person or persons that has/have a Housing Need;

1.15.2 evidence as to the local market value of the Discounted Market Dwelling; and

1.15.3 details as to the proposed sale price.

and the Owner shall not enter into a contract for sale of a Discounted Market Dwelling unless and until the District Council has provided it with a letter (such letter not to be unreasonably withheld or delayed) confirming that the District Council accepts the evidence provided to it pursuant to this **paragraph 1.15** or, where the District Council does not accept the evidence provided, the full reasons as to why it does not accept the evidence.

## **2 THE CONTRIBUTIONS**

2.1 To pay the Contributions to the District Council as follows:

2.1.1 50% (fifty percent) prior to the Occupation of any of the Dwellings;

2.1.2 50% (fifty percent) prior to the Occupation of the 30<sup>th</sup> Dwelling.

2.2 Not to Occupy any of the Dwellings unless and until 50% (fifty percent) of the Contributions have been paid to the District Council in accordance with paragraph 2.1.1 of this Schedule.

2.3 Not to Occupy the 30<sup>th</sup> (thirtieth) Dwelling unless and until all of the Contributions have been paid to the District Council in accordance with paragraph 2.1.2 of this Schedule.

### 3 ECOLOGICAL ENHANCEMENT

- 3.1 Prior to the Occupation of any of the Dwellings (or such other number of Dwellings that may be agreed in writing by the District Council) to implement and provide the Ecological Enhancement Improvements in accordance with the Ecological Enhancement Scheme (subject to any variations that may be agreed in writing between the District Council and the Owner from time to time) and not to Occupy any of the Dwellings until the Ecological Enhancement Improvements have been implemented and provided.
- 3.2 Not to Occupy any of the Dwellings until the Owner has submitted and the District Council has approved an ecological management plan ("**Ecological Management Plan**") setting out:
- 3.2.1 the ecological management to be undertaken on the Ecological Enhancement Land for either the 10 Year Ecological Management Period, if clause 2.13.1 is applicable, or the 30 Year Ecological Management Period, if clause 2.13.2 is applicable;
- 3.2.2 a mechanism for the joint periodical review by the Owner and the Council of the ecological management to be undertaken and for amendments to be agreed in respect of the remaining part of the 10 Year Ecological Management Period or the 30 Year Ecological Management Period as the case may be.
- 3.3 The Owner shall procure the monitoring by Quants Environmental or some other suitably qualified ecologist of the provision of the Ecological Enhancement Improvements in accordance with the Ecological Enhancement Scheme and shall further procure the preparation of annual monitoring reports in relation to the implementation of the Ecological Enhancement Scheme and the Ecological Management Plan and submit them annually from the first anniversary of the first Occupation to the District Council for approval. The Owner shall comply with all recommendations on any monitoring report and procure the execution of any steps thereby reasonably necessitated within 20 (twenty) working days (or within such other period of time that may first be agreed in writing by the District Council) of receiving the District Council's approval of the monitoring report, unless or to the extent otherwise agreed by the District Council.
- 3.4 The Owner shall maintain the Ecological Enhancement Land to the reasonable satisfaction of the District Council in accordance with the Ecological Enhancement Scheme and the Ecological Management Plan (as the same may be amended from time to time in accordance with paragraphs 3.1 and 3.2.2 of this Schedule) until the expiry of the 10 Year Ecological Management Period or the 30 Year Ecological Management Period as the case may be.

**4 Unwin Road Field Improvements**

- 4.1 The Owner covenants with the District Council to implement and complete the Unwin Road Field Improvement Works in accordance with the Unwin Road Field Improvement Scheme (subject to any variations that may be agreed in writing between the District Council and the Owner from time to time) and not to Occupy any of the Dwellings (or such other number of Dwellings that may first be agreed in writing by the Council) until the Unwin Road Field Improvement Works have been completed.

**5 Traffic Regulation Order(s)**

- 5.1 To pay the TRO Contribution to the District Council prior to the Commencement of Development and not to Commence the Development until the TRO Contribution has been paid to the District Council.

**6 General**

- 6.1 The Owner covenants to give the District Council not less than 21 (twenty one) days prior written notice of:
- 6.1.1 the Commencement of Development;
  - 6.1.2 Occupation of the first (1<sup>st</sup>) Dwelling;
  - 6.1.3 Occupation of the 28<sup>th</sup> Market Dwelling;
  - 6.1.4 Occupation of the 30<sup>th</sup> Dwelling.
- 6.2 The Owner covenants to give the District Council written notice upon Commencement of Development.

**SECOND SCHEDULE**  
**(Council's Covenants)**

The District Council covenants with the Owner as follows:

**1 AFFORDABLE HOUSING**

- 1.1 In the event that the Owner serves notice on the District Council pursuant to **paragraph 1.10 of the First Schedule** confirming that the Owner has been unable to enter into a binding contract with an Affordable Housing Provider for the Affordable Dwellings the District Council shall determine whether to take a transfer of the Affordable Dwellings or whether an Affordable Housing Contribution shall be payable in lieu of provision of the Affordable Dwellings on site and shall notify the Owner of that election prior to the first Occupation of 27 (twenty seven) of the Market Dwellings (or such other number of Market Dwellings that may be agreed in writing by the District Council).
- 1.2 In the event the District Council determines that an Affordable Housing Contribution is payable, the District Council shall use such contribution solely for the provision of Affordable Housing within the District of Ashfield and for no other purpose whatsoever.
- 1.3 In the event the District Council determines that an Affordable Housing Contribution is payable, the District Council hereby confirms that upon receipt of payment of the Affordable Housing Contribution the Owner will be released from the obligations relating to Affordable Housing in this Agreement.
- 1.4 In the event that a Subsequent Owner pays to the District Council any sum under **paragraph 1.14 of the First Schedule** the District Council shall use such sum solely for the provision of Affordable Housing within the District of Ashfield and for no other purpose whatever.
- 1.5 If all or any part of the Affordable Housing Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner (or to the Owner's nominee) together with interest thereon calculated from the date of payment to the date of repayment.

**2 BUS STOP INFRASTRUCTURE CONTRIBUTION**

- 2.1 To pass to the County Council the Bus Infrastructure Contribution following receipt of written confirmation from the County Council that:



2.1.1 Such monies shall be used solely for the purposes specified in this Agreement in the definition Bus Infrastructure Contribution and for no other purpose whatsoever; and

2.1.2 If all or any part of the Bus Stop Infrastructure Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner or the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

2.2 To forward to the Owner (or the Owner's nominee) any monies received from the County Council pursuant to paragraph 2.1.2 above.

### **3 HEALTHCARE CONTRIBUTION**

3.1 To pass to Healthcare Authority the Healthcare Contribution following receipt of written confirmation from the Healthcare Authority that:

3.1.1 Such monies shall be used solely for the purposes specified in this Agreement in the definition of Healthcare Contribution and for no other purpose whatsoever; and

3.1.2 If all or any part of the Healthcare Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner or the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

3.2 To forward to the Owner (or the Owner's nominee) any monies received from the Healthcare Authority pursuant to paragraph 3.1.2 above.

### **4 HIGHWAYS CONTRIBUTION**

4.1 To pass to the County Council the Highways Contribution following receipt of written confirmation from the County Council that:

4.1.1 Such monies shall be used solely for the purposes specified in this Agreement in the definition of Highways Contribution and for no other purpose whatsoever; and

4.1.2 If all or any part of the Highways Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner or the

District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

- 4.2 To forward to the Owner (or the Owner's nominee") any monies received from the County Council pursuant to paragraph 4.1.2 above.

## **5 LEISURE FACILITIES CONTRIBUTION**

- 5.1 To use the Leisure Centre Contribution for the purposes referred to in the definition of Leisure Facilities Contribution and for no other purpose whatsoever.
- 5.2 If all or any part of the Leisure Facilities Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner (or to the Owner's nominee) together with interest thereon calculated from the date of payment to the date of repayment.

## **6 LIBRARY CONTRIBUTION**

- 6.1 To pass to the County Council the Library Contribution following receipt of written confirmation from the County Council that:
- 6.1.1 Such monies shall be used solely for the purposes specified in this Agreement in the definition of Library Contribution and for no other purpose whatsoever; and
- 6.1.2 If all or any part of the Library Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the District Council it shall following receipt of a request from the Owner or the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.
- 6.2 To forward to the Owner (or the Owner's nominee") any monies received from the County Council pursuant to paragraph 6.1.2 above.

## **7 PUBLIC OPEN SPACE CONTRIBUTION**

- 7.1 To use the Public Open Space Contribution for the purposes referred to in the definition of Public Open Space Contribution and for no other purpose whatsoever.
- 7.2 If all or any part of the Public Open Space Contribution shall remain unexpended after the period of 5 (five) years from the date of payment of the final instalment by the Owner to the

District Council it shall following receipt of a request from the Owner repay such unexpended monies to the Owner (or to the Owner's nominee) together with interest thereon calculated from the date of payment to the date of repayment.

## **8 TRO CONTRIBUTION**

8.1 To pass to the County Council the TRO Contribution following receipt of written confirmation from the County Council that:

8.1.1 Such monies shall be used solely for the purposes of procuring the making of the Traffic Regulation Order(s) and for no other purpose whatsoever; and

8.1.2 If all or any part of the TRO Contribution shall remain unexpended after the period of 5 (five) years from the date of payment by the Owner to the District Council it shall following receipt of a request from the Owner or the District Council repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment **PROVIDED THAT** it is agreed that in the event that the Traffic Regulation Order(s) are made and all associated works have been completed prior to the expiration of 5 (five) years from the date of payment of the TRO Contribution to the District Council then the County Council shall within 30 (thirty) working days of the completion of the associated works repay such unexpended monies to the District Council together with interest thereon calculated from the date of payment to the date of repayment.

8.2 To forward to the Owner (or the Owner's nominee") any monies received from the County Council pursuant to paragraph 8.1.2 above.

## **9 MONITORING**

9.1 Following receipt of a written request from the Owner to produce full details of the expenditure of all monies referred to in paragraphs 2 to 8 (inclusive) and, if applicable, paragraph 1 of this Schedule.

**THIRD SCHEDULE**  
**(Indexation Provisions)**

1 In this Schedule:-

"**Index**" means the Retail Prices Index ("RPI") as published by the Office for National Statistics or any successor body or such other index as shall be agreed between the Owner and the District Council.

"**Base Index Date**" means the date of this Agreement.

"**Base Index Figure**" means the figure published in respect of the Index immediately prior to the Base Index Date.

"**Final Index Figure**" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the relevant contribution is paid.

2 The relevant contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = \frac{A \times C}{B}$$

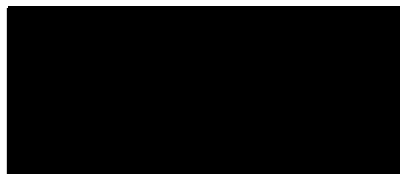
Where: "A" equals the relevant contribution  
"B" equals the Base Index Figure  
"C" equals the Final Index Figure

3 If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made.

4 If any substitution for the said RPI or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the RPI or any index previously substituted therefore on the other hand.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the date first above written

SIGNED as a DEED by )  
PEVERIL HOMES LIMITED )  
acting by a director in the presence of a witness: )



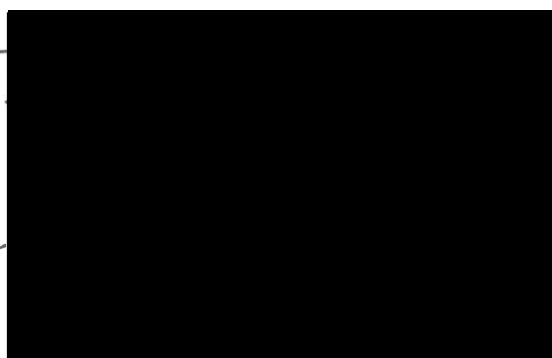
Director: .....J. A. SMITH.....

Witness Signature: \_\_\_\_\_

Witness Name:

Address:

Occupation:



THE COMMON SEAL OF )  
ASHFIELD DISTRICT COUNCIL )  
was hereunto affixed in the presence of: - )



~~VICE~~ Chairman of the Council

Authorised Officer



**ANNEX 1**  
**(Plan 1)**

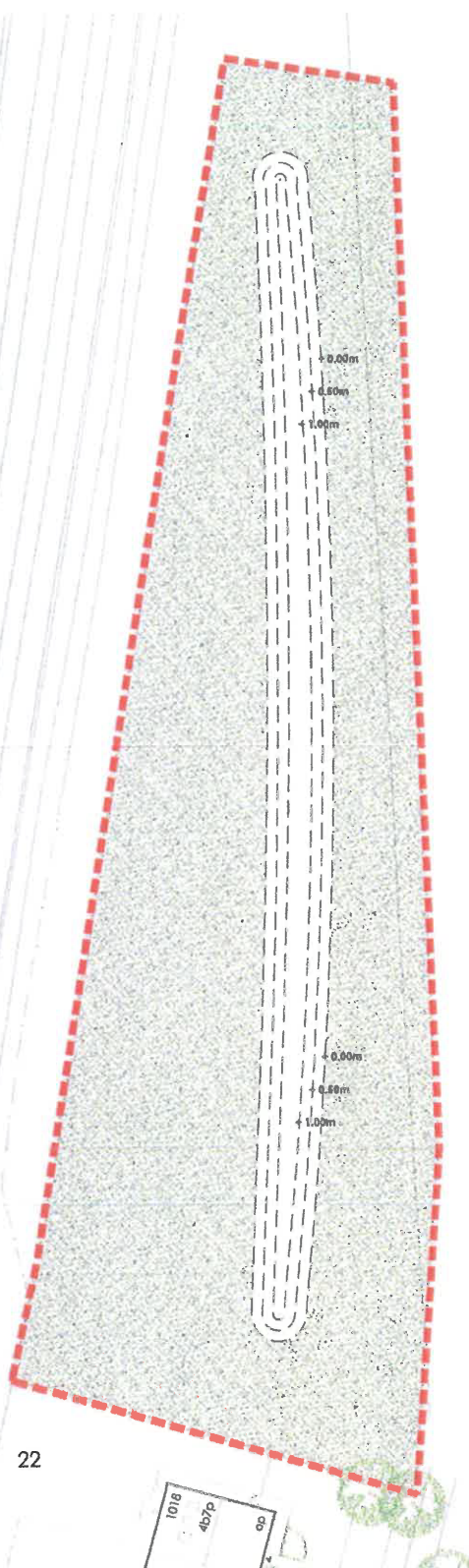
Plan 1



## **ANNEX 2**

**(Ecological Enhancement Scheme – 'GL1234 02 Millers Way Ecological Enhancement Scheme')**





**Extent of proposed ecological enhancement works**



#### Butterfly Bank - Earth modelling

Earth-modelling shall take place using the soil won during land preparation works. The bank shall be constructed to a gradient of 1:2 and to a height of 1m above existing ground level. All slopes shall be graded with a rigid blade grader and consolidated to proposed levels. Bank to be capped with a 75mm layer of calcareous hardcore and limestone (max 50mm particle size).

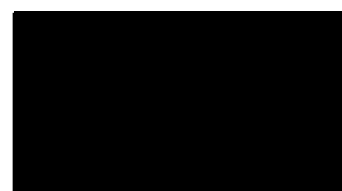


#### Meadow grassland

Wildflower mixture to be 75% *Lotus corniculatus*, 15% *Geranium molle* and 10% *Rumex acetosella* or similar approved. To be sown at a rate of 5g/m<sup>2</sup>.

#### Ground Preparation

Works proposed from part of an ecological enhancement scheme for the Erynns tages. All existing vegetation and groundcover is to be removed from within the area denoted in the red dashed line, including removal of the upper 100-200mm of soil horizons to provide nutrient-poor growth conditions for wildflower. Existing mature tree cover to the east boundary is to be retained.



Project  
Millers Way, Kirkby

Drawing title  
Ecological Enhancement  
Scheme - Dingy Skipper  
Butterfly

Client  
Peveril Homes

Scale  
1:250 @ A2  
Date  
29/01/2020

Checked  
DC  
Number/figure  
GL1234 02

**golby+luck**  
landscape architects

**ANNEX 3**  
**(Plan 2)**

# Plan 2

This drawing is to be checked against all other relevant drawings including those by specialist. Copyright of Henry Mein Partnership DO NOT SCALE

Revision	Date	By	Check	No



Peveril Homes Ltd  
Former Courtaulds Factory Site  
Unwin Road  
Sutton in Ashfield

Sports Ground - Blue Line

1:1250 @ A3 Oct 2013 62566/24

Drawn By: JEB Checked By: NH

**Henry Mein Partnership**  
**Architects**

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**ANNEX 4**  
**(Unwin Road Field Improvement Scheme)**





INSTITUTE OF GROUNDSMANSHIP

## Consultancy Report

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### Unwin Road Pitch Assessment Report

July 2019



## Contents

Section	Title	Page
1.0	Summary	1
2.0	Introduction	3
3.0	Assessment methods	3
3.1	Assessment methods used	3
3.2	Assessment point locations	3
4.0	Assessment results	4
4.1	Sward	5
4.2	Pests and diseases	5
4.3	Weeds	7
4.4	Height of sward	7
4.5	Surface levels and slope	7
4.6	Core samples	8
4.7	Soil analysis and nutrient content	9
5.0	Recommendations	10
6.0	Conclusion	11
Appendix 1	Draft IOG PQS levels for football	12
Appendix 2	Sport England minimum standards	13

## Figures

Section	Title	Page
1	Quality test points	4
2	Excellent sward cover	8
3	Shallow soil depth to bedrock	8
4	Excellent soil profile	9
5	Thatchier soil profile	9

## Tables

Section	Title	Page
1	Variation in playing quality for the sportsfield	6
2	Soil texture and nutrient status	9

## 1.0 Summary

An assessment of the pitch area adjacent to Polly Bowls Club, off Unwin Road, Sutton-in-Ashfield, was undertaken to assess the current quality of the pitches and their suitability to support youth football.

In general, the site will be an excellent location for a junior football club. The current pitch quality is very good, being at or well above the IOG Basic Level in all elements excepting surface evenness and desirable grass content. Surface evenness is an issue only on in small areas in the north eastern section of the site and is caused by dolomitic sandstone bedrock being close to the surface (typically 150 mm – 250 mm in the worse areas). This makes it impractical to remedy by works to cultivate and grade the surface and because the affected areas are small it is recommended that a programme of localised top-dressing over the next 12 months in the worst areas be undertaken to even-out the worst undulations and reduce the maximum deviations to 25 mm or less under a 3m straight edge.

The area with rugby posts is in very good condition indeed and with some scarification to thin out the creeping bent grass and overseeding with a suitable ryegrass seed blend it will be possible to introduce harder wearing grasses and further improve the sward quality.

The main limiting factor other than small areas of poor levels is the overall slope of the site. At present the site slopes at an approximate grade of 2.5 – 2.7 % from the north west to the south east and around 1.2 % from the north east to the south west. Sport England and the FA recommend a maximum of 2.5% across direction of play and a maximum of 1.25% in line with direction of play). By orientating the pitches so the direction of play is from north east to south west the area complies generally with Sport England guidance though for larger sized pitches this would include more of the uneven areas within the pitch footprint. As previously mentioned, the presence of shallow hard sandstone precludes any works to reduce grade through cut and fill works and such works are not recommended.

The area is currently maintained by volunteers from Polly Bowls Club CIC who do a very good job, and this is reflected in the measured quality. The incoming football club should support this excellent work to ensure the pitches remain in good condition and improve further.

The following works are recommended to further improve the site:

- Locally top-dress the most uneven areas with a 70:30 sand soil rootzone mix (Mansfield Sands have excellent products for this) applying around 5 mm of rootzone per dressing and working into the low spots. The grass should be allowed to grow through the dressing before the next dressing is applied. When the grass is growing strongly this may only take 2-3 weeks. The worst areas cover a total area of around 850 m<sup>2</sup> and the low areas typically require raising by around 25 mm on average (though some places require less than this and some more). Based on this, around 40 tonnes of rootzone material will need to be spread in these areas and worked into the sward over the next 12 months or so in 4 – 5 applications. Some areas will need more than this and some less – the aim of the work is to reduce deviations under a 3m straight edge to less than 25 mm.
- Continued treatment of weeds to maintain the current excellent control.
- Overseed in autumn and again at the end of the next playing season at a rate of around 30 g m<sup>2</sup> in 2 directions using a suitable grass seed drill (such as a Vredo) and a high quality seed mix such as Germinal A20, Rigby Taylor R14, Limagrain MM60, Barenbrug Multi-sport, Johnsons Multi-sport or other similar high quality sports seeds.

- Decompect the surface at least once a year in addition to the current spiking and slitting works using a verti-drain or Terra-spike or similar machine and raising the working depth as needed in the areas with a shallow depth of soil to bedrock.
- Fertilise as needed – raising the levels of P and K to sufficiency in the first instance and then maintaining this.
- Scarify as part of the end of season renovation work to remove procumbent growth and encourage tillering.
- Slit on a monthly basis from autumn to spring.
- Water as required to re-establish the pitches post end of season renovation works.

Of these works, top-dressing, fertilising with P and K and over-seeding twice will have the most impact in raising quality and maximising the usable area within the site. The rough estimated cost of this is as follows:

- Top-dressing £ 1,600.00 ex VAT.
- Overseeding (2 operations) £5,600.00 ex VAT.
- Fertilisation to raise levels of P and K to sufficiency £700.00 ex VAT.

These costs are based on using contractors to do the work though for the top-dressing in particular it is recommended that the bowls staff do this work if they are willing as it needs to be done little and often in certain key, small areas and contractors are unlikely to have the equipment or time to do this effectively.

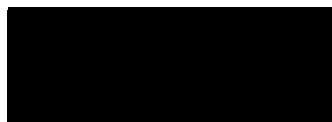
#### **Contact details;**

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MK12 5TW  
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[www.iog.org](http://www.iog.org)

Report by Alex Vickers BSc, MPhil, MI Soil Sci.  
IOG Consultant  
Tel: 07593 256341

Client - Stone Planning Services – Paul Stone  
Contact address - 9 Yardley Close, Swanwick, Derbyshire. DE55 1EP

Tel -  
Email -



#### **Limitations of this report.**

Any recommendations contained within this report are not a specification of works, nor can they be guaranteed to fully correct any issues or concerns found.



## **2.0 Introduction**

As part of a plan to relocate a junior football club to the site at Unwin Road, the IOG were asked to provide an assessment of the quality of the pitches to ensure the club will have suitable pitches for them to play on. This report details the results of the PQS testing carried out and the quality level the pitches at Unwin Road are currently at.

The site is located adjacent to the Polly Bowls club, off Unwin Road, Sutton-in-Ashfield, Nottinghamshire. NG17 4ND. The grid reference for the site is 450877; 359339. The playing area is approximately 1.0 ha in size, with secure boundaries, car parking and a changing room and pavilion.

The site has soils belonging to the Aberford Association that are described as shallow, locally brashy, well drained calcareous fine loamy soils over limestone. These soils are formed from the underlying Cadeby Formation dolostone, a bedrock unit comprising dolomitic limestone, dolomitic sandstone and some silt and mudstone minor units. Given the relatively low pH of soils at this site, the underlying rock is most likely to be dolomitic sandstone. These soils are likely to be well drained despite relatively high clay content as the soils form stable structural units. This is another reason to avoid cut and fill works as such works would damage this structure and could make the soil poorly drained as a result.

The site has a Standard Average Annual Rainfall of 726 mm and a 1 in 1-year greenfield runoff rate of 0.15 l sec ha.

## **3.0 Assessment methods**

### **3.1 Assessment methods used:**

#### **3.1.1 Quadrat.**

BS 7370-3: 1991: Appendix A.A6

A standard 1 m<sup>2</sup> quadrat was used to assess sward density and quality.

12 quadrat assessments over the area were made. Grass cover, bare ground, disease incidence, grass type, worm casting, moss and algae cover and weed incidence was measured at each point.

#### **3.1.2 Core samples.**

BS 7370-3: 1991: Appendix A.A7

One 50 mm diameter core sample per measuring point was taken and visually assessed (12 in total).

#### **3.1.3 Surface evenness**

BS 7370-3: 1991: Appendix A.A6

Measured as the maximum deviation under a 3m straight edge.

#### **3.1.4 Sward height**

BS 7370-3: 1991: Appendix A.A3

Measured using a prism up to 40 mm or a tape measure if sward is longer.

### **3.2 Assessment point locations**

Assessments were made at the approximate locations shown in Figure 1.



**Figure 1. Quality test points**

#### **4.0 Assessment results**

The results of the assessment are presented in Table 2. Some simple descriptive statistics have been used to identify key patterns and findings within the collected data. The average (mean) has been calculated for the playing field which gives a useful guide to the general condition of the area as a whole. To better understand how characteristics, vary within the playing field, the standard deviation and coefficient of variation have also been calculated. These measures help to understand how useful the average is when looking at all the data collected. For instance, if the results for weed cover were all 5 %, the average would be 5 and the standard deviation and coefficient of variation would be 0 because the average is the same as the individual results recorded. If there is a wider range of results such as 0, 5 and 100 for example, then the average would be a poor description of the results but the high degree of variation shown would tell us something important – in this case that the distribution of weeds across the pitch was very variable and as a result grass quality would also be variable. This approach to analysing the results can seem unnecessarily complicated but it is useful when monitoring longer term changes in pitch condition and performance. Thus, groundstaff will be able to see whether the pitches are improving uniformly and whether variability between areas within the playing field is reducing over time. Ideally, pitch quality will get better *and* variability within and between pitches will get less. This means all pitches will play more uniformly (so one pitch will be no better or worse than any other) and the high wear areas will continue to offer as good a playing surface as the lower wear areas.

#### 4.1 Sward

Sward cover was excellent with an average cover of 96% and a very low variation around this mean value of just 2.8% (Figure 2). This indicates the ground is well cared for, bare areas are repaired well, and the pitches are not over-used. The downside is that much of the sward cover is comprised of grasses that are not ideal for sports use. The first is Annual Meadow Grass (*Poa annua*) and whilst this is often the most common grass found in recreational sports pitches in the UK it isn't ideal for sports pitches as it tends to be quite shallow rooted and has poor drought and wear tolerance. Thus, when a pitch is used this grass is quickly worn out of the sward leaving bare areas. In addition, there is a large amount of Creeping Bentgrass in the sward which, though a rapid coloniser that spreads from stolons, it is also prone to rapid wear and when lost can leave large bare areas behind. Though not ideal, as previously stated, most recreational pitches will have very similar sward compositions unless they are overseeded regularly and scarified / verti-cut on a regular basis.

This can be easily improved by scarifying the pitch in early autumn to remove some of the creeping bentgrass and doing this again immediately post-season ahead of over-seeding with a suitable mix of 3 or 4 Dwarf Perennial Ryegrasses ranked in the current top 10 for wear tolerance and disease resistance in the latest Turfgrass seed handbook. An overseeding rate of 30 g m<sup>2</sup> should be used and the seed should be drilled in at least two directions into the sward using a specialist grass seed drill such as the Vreede seed drill. The sward should be slowly reduced to a length of 25 – 30 mm before over-seeding. If done on an annual basis the sward will gradually increase in desirable grasses producing a harder wearing pitch that can support more use with less damage from wear.

#### 4.2 Pests & diseases

The levels of disease and pest damage were very low indeed, with a mean of 0.5% fungal disease and no observed turf pests. The recent dry weather has helped to suppress fungal disease outbreaks and the mixed sward also helps to prevent outbreaks as the varying grasses have different susceptibilities to disease so whilst one type of grass may be at risk from a disease such as Red Thread for instance, other grasses in the sward are less so and thus the disease does not become established.

Regular mowing, slitting and brushing all help to minimise disease outbreak and again, this shows the pitches are currently well maintained.



Table 1. Variation in playing quality for the sportsfield

Turf Characteristic	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Average	St Dev	CV (%)
Bare areas (%)	2	3	3	8	7	10	4	4.5	2	3	4.5	2	4.42	2.60	58.89
Desirable grass (%)	65	60	45	57	65	47	65	67	72	52	71	56	60.17	8.90	14.80
Poa Annua (%)	35	40	55	43	35	53	35	33	28	48	29	44	39.83	8.90	22.35
Ground cover (%)	98	97	98	92	93	90	96	95.5	98	97	95.5	98	95.67	2.67	2.79
Weeds %	0	5	0	3.5	4	1.5	7	4.5	0.5	3	1	0.5	2.54	2.29	90.13
Moss %	3	3	0	1	2	2.5	2	1	2	1	1	1.5	1.67	0.91	54.77
Algae / lichen	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
Height of cut mm	37	38	40	38	35	42	38	38	39	39	41	39	38.67	1.83	4.72
Surface Evenness mm	61	25	31	28	64	43	2	8	34	17	12	21	28.83	19.44	67.43
<b>Pests and diseases</b>															
Fungal diseases (%)	0	1	1	0	1	2	0	0	1	0	0	0	0.50	0.67	134.84
Worm casts (%)	0	1	0	2	6	1.5	1	1	1	0	1	0	1.21	1.64	136.05
Turf pests (%)	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
<b>Soil profile</b>															
Rooting depth (mm)	185	180	230	110	165	180	190	195	185	195	195	185	182.92	27.59	15.08
Thatch depth (mm)	23	5	23	17	10	8	5	1	5	10	2	1	9.17	7.88	86.00

Green — IOG High Level  
 Yellow — IOG Standard Level  
 Pink — IOG Basic Level  
 Red — IOG Unsuitable level

#### **4.3 Weeds**

Weed content in the sward generally is very low indeed, with a mean value of 2.5%, which is excellent. As is normal with weeds in swards, they tend to occur in patches, thus the variation around the mean is high but even so, the standard deviation in real terms is low, with a maximum weed content of only 7% recorded. The old rugby practice area has most weeds present due to it being more worn with more bare soil present which has allowed weeds to become established. The groundsman is licensed and qualified to spray for weeds and does so regularly hence the excellent control generally. The area could do with another treatment in early autumn when the sward is strong and growing well just to keep on top of the weeds and prevent them becoming established in areas. This is again an example of excellent ongoing management of the pitches that weeds are effectively controlled.

#### **4.4 Height of sward**

The observed sward height was on average 39mm having just been mown on the day of the visit. It is clear the area is mown regularly by the excellent sward cover and good density. A sward length of 39 mm is fine during the close season, reducing drought stress on the sward and allowing the roots to extend deeper into the soil. During the playing season the sward should be maintained between 30 and 40 mm for junior and youth football to avoid stressing the grass and improving wear tolerance but it should not get above 40 mm as the sward will begin to thin and tillering will not be encouraged if sward length is allowed to get too long.

#### **4.5 Surface levels and slope**

Surface levels were on average just above the minimum levels at 28 mm. This is mainly due to the uneven levels within the north eastern side of the area as the rugby pitch was more even, with an average deviation of 16 mm under a 3m edge. The levels in the north eastern section are poor in places, with a deviation in excess of 60 mm recorded which is enough to make running at speed with a ball very difficult. Ideally the vegetation in this area would be stripped, the topsoil cultivated and the graded to an even fall within the general fall of the site and the cover re-established. In this case this is not possible due to the presence of hard sandstone within 150 mm of the surface in places (Figure 3). These areas are localised and it is recommended that the area be top-dressed with a sports rootzone material (a 70:30 sand soil rootzone will be fine for this purpose) in applications of no more than 5 mm depth at a given time and worked into the low spots using a lute or straight edge. The current grounds team are familiar with this type of work as they do it on the bowling green and so have the skills to be able to do it though they may need some help with equipment to move the rootzone material to the various locations where it is needed. It must be worked into the sward under a straight edge as the idea is to fill the low spots and not add anything to the higher areas.

If this is repeated 5- 6 times over the next 18 months the issue with levels will resolve and given the shallow sandstone this is the most practical and cost-effective way to improve surface evenness.

There is an old cricket square in the middle of the site, and this still sits proud of the surrounding areas despite not being used for many years. It makes placing large pitches in a south west to north east orientation more difficult as there is a notable raised area in the middle of any pitch thus laid out. This is unfortunate as the slope from south west to north east is around 1.2-1.3% which is just compliant with Sport England / FA recommendations for slope in line with direction of play. As the area is earmarked for junior football which uses a range of smaller pitch sizes this may be less of an issue than it would be for adult football.



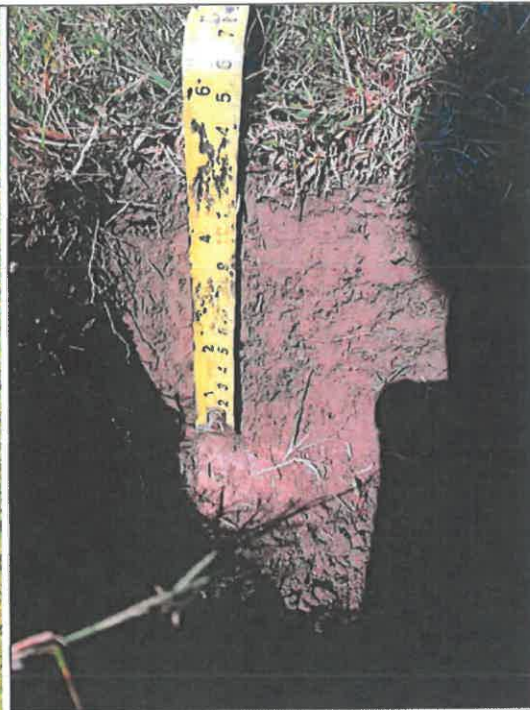
If the pitches are laid out in a north west to south east orientation as the current rugby pitch is (Figure 1) then the slope in direction of play in that case is round 2.2 – 2.3% which is suitable for slope across direction of play (just) but is less so when running parallel with the direction of play.

Ideally pitches should be laid out south west to north east to minimise the impact of the slope and work to improve local levels as previously described will improve the whole area over time making this more viable, even for larger sized pitches.

Given the presence of shallow, hard sandstone, cut and fill works to reduce slope gradients is impractical and is not recommended.



**Figure 2.** Typical excellent sward cover and quality.



**Figure 3.** Shallow depth to hard sandstone layers (140 mm from surface in this location).

#### 4.6 Core samples

Rooting depth was excellent and reflects the high-quality sward density and cover (Figure 4). This will retreat a little as sward length is reduced going into the football season but with regular mowing, slitting and spiking and some decompaction works rooting depth and density should remain good. Though there was no evidence of compaction in the topsoil, annual decompaction using a verti-drain or similar machine should be carried out as it currently is as this will help to maintain the current pitch quality. In places the depth of decompaction works will be limited by the presence of the hard stone and this will need to be taken into account when these works are carried out, with the working depth reduced in these areas and deepened to a maximum of 200 mm in the other pitch areas.

Thatch depth was variable, with a mean value of 9 mm but a variation of over 80% around this value. On the rugby pitch thatch is generally very low as use has helped to control thatch build up but along the north eastern side of the ground where there has been less play, thatch levels are high in places. Thatch will hold water at the surface and release it when walked on and this can



create issues on match days, giving the appearance of the surface being saturated when it isn't, it is just compressible. Thatch can also become hydrophobic in dry periods making water ingress into the soil harder resulting in drought stress and sward loss. The best solution to this is to use the eastern side more for play but until the levels are improved this is less likely as the unevenness will impact on match play other than small sided games which can avoid the worst patches. Regular scarification as part of the end of season works will also help to control thatch, but use is the best solution.



**Figure 4.** Excellent soil profile with little thatch in the rugby pitch area.



**Figure 5.** A much thatchier soil profile from the eastern area.

#### 4.7 Soil analysis and nutrient content

**Table 2.** Soil texture and nutrient status

Sample	Sand %	Silt %	Clay %	Class	P Index	K Index	Mg Index	pH
Eastern sample 1	53	29	18	Sandy Loam	0	1	4	6.9
Eastern sample 2	51	25	24	Sandy Clay Loam	0	1	4	6.2
Western sample 1	57	22	21	Sandy Clay Loam	0	1	4	6.2
Western sample 2	59	20	21	Sandy Clay Loam	0	1	5	6.9

The topsoil over the site varies between having a Sandy Loam texture where clay content is a little lower to being a Sandy Clay Loam where it is a little higher. In reality, the soil is right on the boundary between the two soil texture classes. These soils are well drained when the soil structure is good but can be prone to compaction when played on and will benefit from regular

spiking, slitting and decompaction works using a verti-drain or similar type machine to help offset compaction and maintain good structure.

The soil has a pH which is a little low in places and can be corrected by applying around 1 ton per ha of lime, though generally it is within the range for healthy turfgrass growth.

The topsoil is insufficient in Phosphorus and Potassium. To raise levels of Phosphorus to sufficiency, around 80 kg of  $P_2O_5$  will need to be applied to the playing area. To raise the levels of Potassium to sufficiency around 225 kgs of K per ha will need to be applied. The Phosphorus can be applied in one application of triple superphosphate. The Potassium can be applied over two applications if it is easier and it may be easier to apply it as a single K product rather than in a mix with other nutrients. Advice as to the most cost-effective way to do this can be obtained from the fertiliser supplier the bowls club use.

Nitrogen levels are not checked from soil analysis as they are too unreliable. Generally, 20 - 25 kgs N over the sportsfield area per growing month are required to maintain healthy grass growth. This should be split between a controlled release application to provide a base feed and conventional feeds as needed to reflect weather related changes in growth.

## **5.0 Recommendations**

The site offers a useful surface for winter sports within an excellent setting and with a skilled and dedicated volunteer grounds team. The current surface quality is generally at a high standard but work to increase the proportion of desirable grasses in the sward and to reduce to surface unevenness in places in the north east of the site are recommended.

The football club and the bowls club should work together to ensure these volunteers are supported fully and have sufficient resources and equipment to keep the area in the good quality it currently is in as well as being able to improve surface levels in the areas where these levels are poor at present. The additional costs of marking football pitches out (especially for different age groups) and the extra operations the site will need to maintain the pitches in a good condition should be discussed with the football club to ensure all parties know what is likely to be needed and how those costs can be met. The Bowls Club groundstaff are knowledgeable and have the skills to undertake most, if not all, of the works suggested in this report.

The slope on the site can be managed by orientating the pitches to have the lower gradient slope in line of play and this will be easier once the more uneven areas are improved.

The following works are recommended to further improve the site:

- Locally top-dress the most uneven areas with a 70:30 sand soil rootzone mix (Mansfield Sands have excellent products for this) applying around 5 mm of rootzone per dressing and working into the low spots. The grass should be allowed to grow through the dressing before the next dressing is applied. When the grass is growing strongly this may only take 2 -3 weeks. The worst areas cover a total area of around 850 m<sup>2</sup> and the low areas typically require raising by around 25 mm on average (though some places require less than this and some more). Based on this, around 40 tonnes of rootzone material will need to be spread in these areas and worked into the sward over the next 12 months or so in 4 - 5 applications. Some areas will need more than this and some less – the aim of the work is to reduce deviations under a 3m straight edge to less than 25 mm.
- Continued treatment of weeds to maintain the current excellent control.



- Overseed in autumn and again at the end of the next season at a rate of around 30 g m<sup>2</sup> in 2 directions using a suitable grass seed drill (such as a Vreedo) and a high quality seed mix such as Germinal A20, Rigby Taylor R14, Limagrain MM60, Barenbrug Multi-sport, Johnsons Multi-sport or other similar high quality sports seeds.
- Decompact the surface at least once a year in addition to the current spiking and slitting works using a verti-drain or Terra-spike or similar machine and raising the working depth as needed in the areas with a shallow depth of soil to bedrock.
- Fertilise as needed – raising the levels of P and K to sufficiency in the first instance and then maintaining this.
- Scarify as part of the end of season renovation work to remove procumbent growth and encourage tillering.
- Slit on a monthly basis autumn to spring.
- Water as required to re-establish the pitches post end of season renovation works.

Of these works, top-dressing, fertilising with P and K and over-seeding twice will have the most impact in raising quality and maximising the usable area within the site. The rough estimated cost of this is as follows:

- Top-dressing £ 1,600.00 ex VAT.
- Overseeding (2 operations) £5,600.00 ex VAT.
- Fertilisation to raise levels of P and K to sufficiency £700.00 ex VAT.

These costs are based on using contractors to do the work though for the top-dressing in particular it is recommended that the bowls staff do this work if they are willing as it needs to be done little and often in certain key, small areas and contractors are unlikely to have the equipment or time to do this effectively.

## 6.0 Conclusion

The site at Unwin Road offers an excellent venue for any junior football club as the site has a high-quality playing area, is secure, is well maintained by skilled and dedicated volunteers, has car parking and a changing room / pavilion. With work to improve surface evenness in the affected areas and improve the sward composition with harder wearing ryegrasses the site could be further improved from its current good quality and this will increase the usability of the site as a result. It is important for any club moving to the site to understand that pitches of this standard do not happen by accident but are the product of hard work and skill by the volunteers who do the work. This should not be taken for granted and the incoming club should be prepared to help maintain the current quality and improve it further.

# Appendix 1 IOG draft Performance Quality Standards for football

Performance Standard	High	Standard	Basic	Unsuitable	Comments
Length of grass/cutting height (mm)	Between 20 & 30	Between 20 & 40	Between 25 & 60	Below 25 & above 70	The measured min/max cutting heights in mm for the season stated. In dry weather. It is often appropriate to increase grass mowing height
Total ground cover %	Min 90	Min 80	Min 70	Below 70	The measured extent of vegetative ground cover incl. weeds, moss, algae, unwanted grass species as well as desirable grass species.
Desirable grasses %	Min 90	Min 80	Min 70	Below 70	The measured % of desirable grasses, averaged over the samples taken. Desirable grasses for multi-use pitches will normally be fine leaved Perennial Ryegrass ( <i>Lolium perenne</i> ) as the main and sometimes only species specified. Smooth stalked meadow grass ( <i>Poa pratenses</i> ) and strong creeping red fescue ( <i>Festuca rubra rubra</i> ) may also be included
Undesirable grasses %	Max 10	Max 20	Max 30	Above 30	The measured % of undesirable grass species such as <i>Poa annua</i> or weed grasses
Bare Areas %	Max 10	Max 15	max 25	Above 25	The measured % extent of bare ground devoid of vegetative cover
Weeds %	Max 5	Max 10	Max 15	>Above 15	The maximum % of weeds, moss, algae and lichen within each sampled area.
Pests & Diseases %	Max 5	Max 10	Max 15	>Above 15	The maximum % of pests and disease within each sampled area. Including earthworm casting.
Thatch %	Max 5	Max 10	Max 15	>Above 15	The maximum depth of thatch, integrated thatch, or buried fibre averaged over the samples taken.
Root depth %	Min 125	Min 75	Min 50	Below 50	The measured healthy root penetration in the sampled core.
Line marking (m)	Min 60	Min 45	Min 30	Below 30	Playing Season only - Line markings shall be clearly visible from a min. 60m (H) - 45m (S) - 30m (B) and in accordance with the SGB rules/laws of the game Width of line shall be 100mm +/- 10mm
Infiltration rate mm/hr	Min 10	Min 5	Min 2	Below 2	The minimum infiltration rate
pH	Between 6 - 7	Between 5.8 - 7.5	Between 5.8 - 7.5	Below 5.8 and above 7.5	pH is a measure of the alkalinity/acidity of the soil. pH 7.0 is considered the neutral point: below this level it is progressively more acid, and above more alkaline. The ideal levels for sports turf are between 6 – 7. High or low pH levels in the soil can make some essential plant nutrients unavailable.
Pitch surface levels (mm)	Max 15	Max 20	Max 25	Above 25	The maximum variation above or below a 3m straightedge or taught string Are the pitch levels +/- 25mm over a 3m length – are there any major depressions?

## Appendix 2 Sport England minimum quality standards for new pitches

Element <sup>18</sup>	Limits adopted by Football Association	Limits adopted by Rugby Union Rugby League	Limits adopted by Cricket			Method of Test
			Square	Pitch	Outfield	
Grass height (mm)	30-60 GS 20-70 NGS	25-65 GS 25-75 NGS	8-14 GS 16-25 NGS	6-7 GS	16-25 GS 18-38 NGS	BS 7370 : P3 A3
Ground cover (%)	>75	>70	>80	50-70	>80	BS 7370 : P3 A6
Broad-leaved weeds (%)	<10	<10	Nil	Nil	<3	BS 7370 : P3 A6
Thatch depth (mm)	<15	<15	<2	Nil	<15	BS 7370 : P3 A7
Water infiltration rate	5 (mm/h)	>2 (mm/h)	N/A	N/A	2 (mm/d)	BS 7370 : P3 A8
Evenness - 2 m straight edge (mm)	<25	<25	<10	<10	<20	BS 7370 : P3 A4
pH value	5.8-7.5	5.8-7.5	5.5-7.0	5.5-7.0	5.8-7.5	ISO 10390
Slope <sup>19</sup>						BS 7370 : P3 A5
Direction of play (%)	<1.00 - 1.25	<1.00 - 1.25	<1.11	<1.11	<1.67	
Across play (%)	<1.25 - 2.00	<1.25 - 2.00	1.25 - 1.67	<1.67	<1.67	
Hardness (gravities)	35-200	40-180	N/A	>200	30-200	STRI method of test using a 0.5 kg Clegg Impact Hammer from a drop height of 0.55 m

### Key:

GS = Growing season

NGS = Non-growing season

**ANNEX 5**

**(Plan 3)**



Notes:

1. Do not scale from this drawing. All dimensions are in metres, unless stated otherwise.
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Key

- Existing double yellow lines (Prohibition of Waiting)
- Potential double yellow lines (Prohibition of Waiting)
- Extent of existing public highway

Rev	Date	Drawn	Checked	By



COTSWOLD  
TRANSPORT  
PLANNING

CLIENT:

Peveril Homes

PROJECT:

Proposed Development on  
Land Off Millers Way,  
Kirby-in-Ashfield

TITLE:

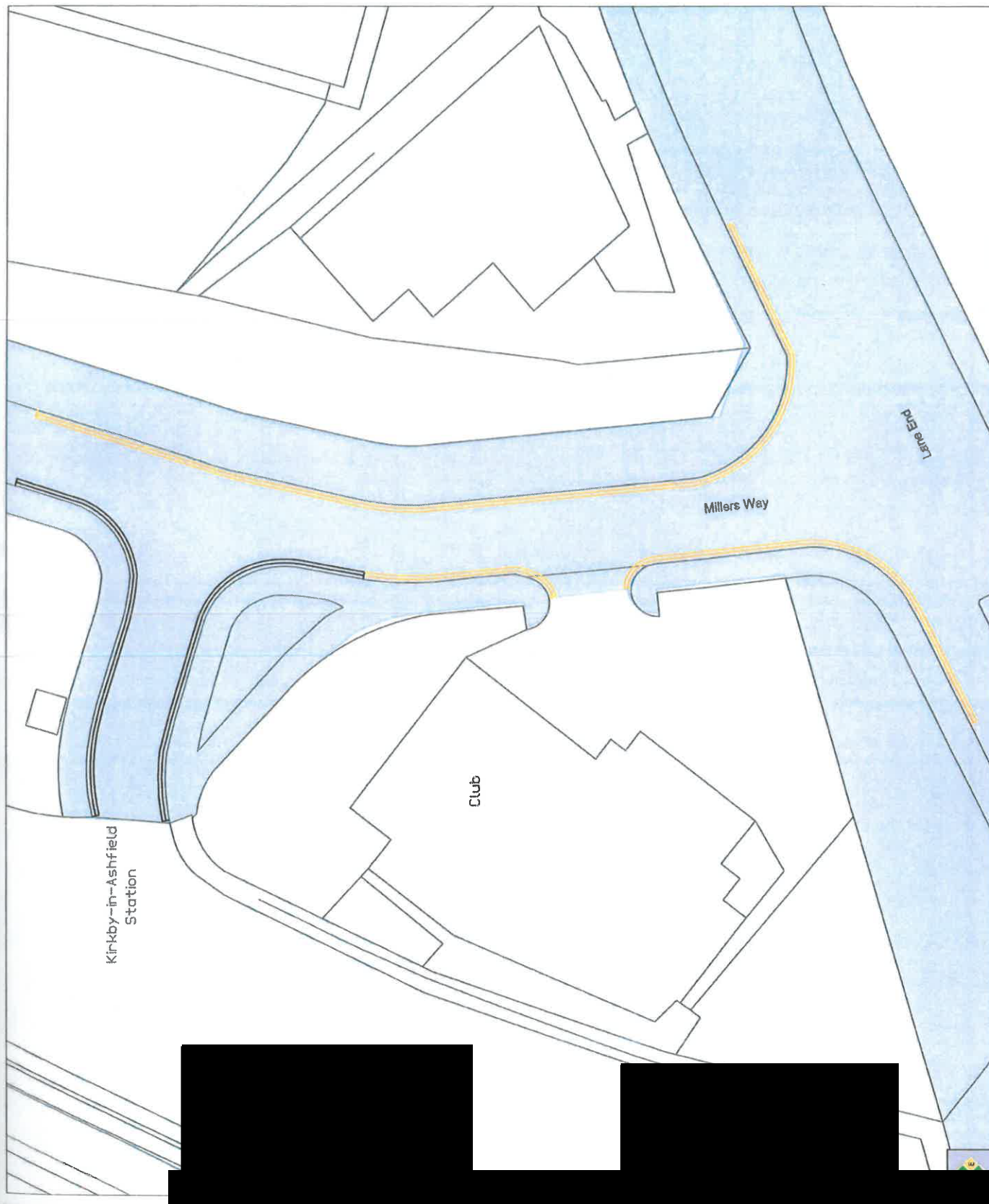
Potential Waiting Restrictions

STATUS:

INFORMATION

SCALE @ A3	DATE	DRAWN	CHECKED	APPROVED
1:250	15/04/21	MP	ES	MF
SUB NO.	CTP-21-0104	DRAWING NO.	SK03	REVISION

Plan 3



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