

Dated 6<sup>th</sup> April 2023

TENDRING DISTRICT COUNCIL  
-and-  
ESSEX COUNTY COUNCIL  
-and-  
MATTHEW HOMES LIMITED

**DEED OF VARIATION OF PLANNING OBLIGATION PURSUANT TO SECTION  
106 AND 106A  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**

relating to land at Brook Park West Clacton on Sea CO15 3TP and application  
reference 23/00094/DOV05

THIS DEED OF VARIATION is dated  
2023

6<sup>th</sup> April

**PARTIES:**

- (1) TENDRING DISTRICT COUNCIL of Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE (referred to as "the Council"); and
- (2) ESSEX COUNTY COUNCIL of County Hall Market Road Chelmsford Essex CM1 1QH (referred to as "the County Council"); and
- (3) MATTHEW HOMES LIMITED (company number 1210027) whose registered office is at Pendragon House, 65 London Road, St Albans, Herts AL1 1LJ (referred to as "the Owner")

together referred to as 'the Parties'

**BACKGROUND**

(A) This Deed is made under s106A of the Town and Country Planning Act 1990 (as amended) (the 1990 Act) to vary the Original Agreement in connection with an application for a part full and part outline planning permission to develop land at Brook Park West Clacton on Sea CO15 3TP edged red on the Plan attached to the Original Agreement and is supplemental to the Original Agreement.

(B) Planning Permission reference 16/01250/OUT was granted by the Council on 8th June 2017 for the Development of the Site subject to conditions and the Original Agreement (the Planning Permission)

(C) Following the grant of Planning Permission there have been a number of applications under s73 of the 1990 Act to vary the Planning Permission namely:

- i) application reference 17/01241/OUT for the variation of condition 21 of the Planning Permission granted by the Council on 26<sup>th</sup> October 2017;
- ii) application reference 17/02038/OUT for the variation of conditions 15, 21 and

29 of Planning Permission 17/01241/OUT granted by the Council on 2nd July 2018;

- iii) application reference 18/01616/OUT for the variation of conditions 14, 15, 21 & 23 of Planning Permission Ref. 17/02038/OUT granted by the Council on 25th June 2019;
- iv) application reference 21/01283/VOC for the variation of conditions 21, 25, 26, 27 and 28 of application 18/01616/OUT granted by the Council on 4th April 2022;
- v) application reference 22/00378/VOC for the variation of conditions 1, 2, 3 and 7, and removal of conditions 6, 8, 9, 10, 11, 13, 14, 17, 18, 19 and 20 of 19/01945/DETAIL (reserved matters approval) to alter the design and layout for the development of 200 dwellings; and
- vi) application reference 22/01468/VOC for the removal of condition 3 and variation of conditions 4, 5, 6, 8, 9, 14, 15, 17, and 20 of application 21/01283/VOC so outline conditions under application 18/01616/OUT in relation to Phase 7 refer to the approved consent ref 22/00378/VOC and to the agreed details for Phase 5 granted by the Council on 1st February 2023

all granted subject to conditions and subject to the Original Agreement by virtue of the definition of 'Planning Application' in the Original Agreement.

(D) The Council and the County Council are the local planning authorities for the purposes of the 1990 Act for the area in which the Site is situated.

(E) The Owner is the registered proprietor with title absolute of the freehold estate in part of the Site registered at the Land Registry under Title Number AA34108 free from encumbrances that part being the majority of the Site and referred to in this Deed as the Residential Phase and includes the sustainable drainage scheme for the Development and also the public open space land known as Pickers Ditch Land identified on the Pickers Ditch Plan approved by the Council

(F) Part of the Development includes a Commercial Phase which has commenced and is now in various ownerships and does not affect the variation contained within this Deed as such variation secures the completion of the Pickers Ditch Land and all

related covenants to the Residential Phase therefore the owners of the Commercial Phase are not required to be a party to this Deed.

(G) The covenants contained in paragraphs 1.1 and 1.2 of Schedule 3 of the Original Agreement have now been discharged with the Council's approval of the Pickers Ditch Plan and the Pickers Ditch Specification and the Pickers Ditch Management Plan and the offer by the Owner to transfer the Pickers Ditch Land to the Council.

(H) This Deed is entered into by the Parties on the application of the Owner given reference 23/00094/DOV05 by the Council to vary paragraphs 1.1, 1.2 1.3 and 2.3 and the definitions of Pickers Ditch Plan and Pickers Ditch Specification and Pickers Ditch Management Plan in Schedule 3 of the Original Agreement.

(I) Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Deed.

#### **1.1 Definitions**

**"Commercial Phase"** means the area of land identified as phases 1, 2a, 2b, 3, 4 and 6 on the Phasing Plan

**"Original Agreement"** means the Agreement made under section 106 of the Town and Country Planning Act 1990 dated 7 June 2017 and made between the Council (1) the County Council (2) Kevin James Britton (3) to bind the Site

**“Phasing Plan”** means the plan approved by the Council under planning reference 17/01187/DISCON to discharge condition 2 of the Planning Permission attached to this Deed at Appendix 1

**“Pickers Ditch Management Plan”** means a management plan approved by the Council on 20 October 2022 in accordance with paragraph 1.2 of Schedule 3 of the Original Agreement with reference MAT23634 man-open dated 8 July 2022 attached to this Deed at Appendix 2

**“Pickers Ditch Plan”** means the plan identifying the Pickers Ditch Land approved by the Council on 20 October 2022 in accordance with paragraph 1.2 of Schedule 3 of the Original Agreement with reference 340-001 Rev A attached to this Deed at Appendix 3

**“Pickers Ditch Specification”** means the drawings with reference MAT23634 20 Rev D sheets 1-4 and specification with reference MAT23634 spec-open dated July 2022 all approved by the Council on 20 October 2022 in accordance with paragraph 1.2 of Schedule 3 of the Original Agreement attached to this Deed at Appendix 4

**“Residential Phase”** means the area of land identified as phases 1a and 5 (where it corresponds with the Pickers Ditch Plan) and 7 on the Phasing Plan

**1.2** Unless the context otherwise requires all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.

**1.3** Clause headings shall not affect the interpretation of this Deed.

**1.4** A **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.8 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended extended or re-enacted from time to time.

1.9 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Unless the context otherwise requires references to clauses are to the clauses of this Deed.

1.11 Any words following the terms **including include in particular for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms.

1.12 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

## **2. STATUTORY PROVISION**

2.1 This Deed is made pursuant to the provisions of sections 106 and 106A of the Town and Country Planning Act 1990 section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and any other enabling powers.

2.2 This Deed is supplemental to the Original Agreement which shall continue in full

force and effect save as varied by this Deed.

2.3 Where any obligation under the Original Agreement as varied by this Deed shall be deemed to have been complied with under the Original Agreement then it shall be deemed to have been complied with as varied by this Deed.

### 3. VARIATIONS TO THE ORIGINAL AGREEMENT

3.1 In Schedule 3 of the Original Agreement the following definitions shall be deleted in its entirety and replaced with the following:

- *"Pickers Ditch Management Plan" means a management plan prepared by the Owner in the form approved by the Council with reference MAT23634 man-open dated 8 July 2022 and attached at Annex 1 to this Agreement;"*
- *"Pickers Ditch Plan" means the plan identifying the Pickers Ditch Land in the form approved by the Council with reference 340-001 Rev A and attached at Annex 2 to this Agreement;"*
- *"Pickers Ditch Specification" means the drawings with reference MAT23634 20 Rev C sheets 1-4 and specification with reference MAT23634 spec-open dated July 2022 all approved by the Council and attached at Annex 3 to this Agreement;"*

The Pickers Ditch Management Plan and Pickers Ditch Plan and Pickers Ditch Specification attached to this Deed at Appendices 2, 3 and 4 respectively are to be incorporated into the Original Agreement.

3.2 In Schedule 3 of the Original Agreement paragraphs 1.1 and 1.2 shall be deleted in their entirety.

3.3 In paragraph 1.3 of Schedule 3 of the Original Agreement the following words shall be deleted:

*"Prior to the first Occupation of more than 50% of the Dwellings or prior to the*

*expiration of 36 months from the date of Commencement of Development on the Site whichever is the sooner"*

And shall be replaced with the following words:

:

*"Prior to the first Occupation of the 25th<sup>th</sup> Dwelling the Owner shall:.."*

3.4 In Schedule 3 of the Original Agreement the following words shall be added to the start of paragraph 1.3.2:

*"the Owner having offered the transfer of the Pickers Ditch Land to the Council for One Pound (£1.00) and on 16 January 2023 the Council accepted the offer to...."*

3.5 In Schedule 3 of the Original Agreement the following sub paragraph shall be added to paragraph 1.3:

*"1.3.4 pay the Council's reasonable legal fees for the transfer of the Pickers Ditch Land to the Council up to a limit of One Thousand Five Hundred Pounds (£1500.00)"*

3.6 In Schedule 3 of the Original Agreement the following words shall be added to the end of paragraph 2.3: -

*"and for the avoidance of doubt the Council accepts that it is reasonable for the Owner to reserve a right to enter and remain on the Pickers Ditch Land to connect to, maintain, upgrade repair renew replace and use any sewers, drains, ditches, pipes, watercourses, head walls, gutters, wires, cables, ducts, flues, conduits, mains and any other connecting media or apparatus for the supply or disposal of water, soil, effluent, gas, electricity, telephone, television, data, laser, optic fibres and any other services that serve the Site on or under the Pickers Ditch Land"*

3.7 In Schedule 3 of the Original Agreement to make any consequential amendments to the numbering of the paragraphs resulting from the variations contained in this Deed.



3.8 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

#### **4. COVENANTS TO THE COUNCIL**

The Owner covenants to observe and perform the covenants restrictions and obligations contained in the Original Agreement as varied by this Deed.

#### **6. LOCAL LAND CHARGE**

This Deed shall be registered as a local land charge by the Council.

#### **7. COUNCIL'S COSTS**

The Owner shall pay to the Council and the County Council on or before the date of completion of this Deed the Council's and the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation completion and registration of this Deed.

#### **8 VALUE ADDED TAX**

8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

#### **9. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

#### **10. GOVERNING LAW**

This Deed 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.

11. Delivery

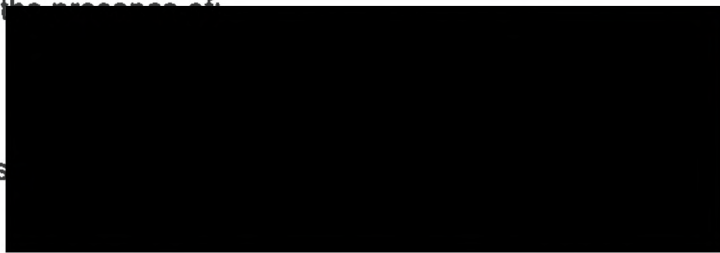
11.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall come into effect upon the date of this Deed.

**IN WITNESS** whereof the parties have executed this instrument as a deed the day and year first before written

**THE COMMON SEAL OF TENDRING DISTRICT COUNCIL**

was affixed in the presence of:

Authoris

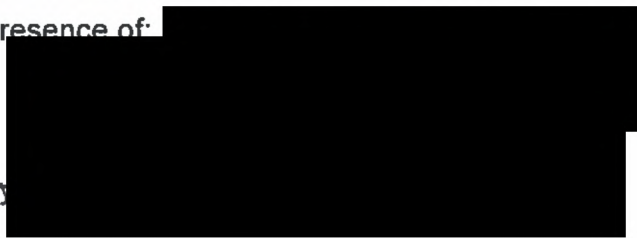


43915

**THE COMMON SEAL OF ESSEX COUNTY COUNCIL**

Was affixed in the presence of:

~~Authorised Signatory~~



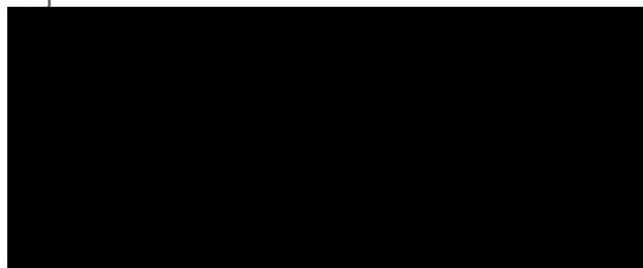
EXECUTED AS A DEED BY )

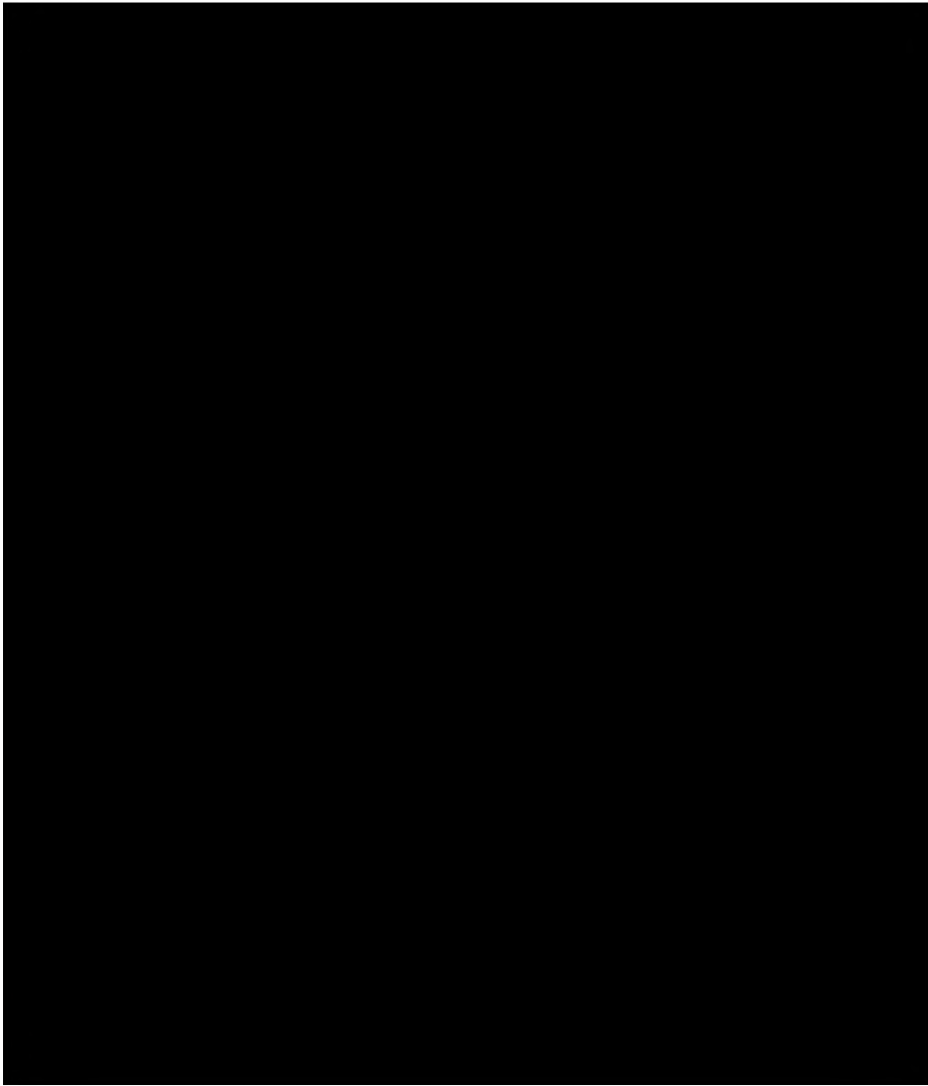
MATTHEW HOMES LIMITED )

Acting by a director )

In the presence of: )

Signature of Director





## Appendix 1 - Phasing Plan

**Appendix 2 - Pickers Ditch Management Plan**

# PICKERS DITCH CLACTON ON SEA

## OPEN LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN



Ecology  
Archaeology  
Arboriculture  
Landscape Architecture



Matthew Homes

|             |                        |
|-------------|------------------------|
| Written by: | ALK                    |
| Checked by: | JNT                    |
| Date:       | 08/07/2022             |
| Ref:        | MAT 23634 man-<br>open |
| Revision:   |                        |

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| Revision | Date | Details | Revised |
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## 1.0 Objectives

- 1.1. To ensure the successful planting operations, establishment, and continued healthy growth through to maturity of the trees, shrubs, and grass.
- 1.2. To achieve a clean, tidy condition and appearance of all external areas.

## 2.0 Background Information

- 2.1. ACD Environmental was commissioned in 2022 to prepare the following documentation:
  - Soft Landscape Proposals
  - Soft Landscape Specification
- 2.2. The controlling authority is Tendring District Council, which should be consulted on any matters relating to existing trees and the approved ACD detailed landscape proposals for the project.

TOWN HALL,  
STATION ROAD,  
CLACTON ON SEA  
ESSEX  
CO15 1SE



### **3.0 Preliminaries**

- 3.1. Failures of Plants (Pre-practical Completion): The Contractor entirely at his own cost shall replace any trees, shrubs, or other plants other than those found to be missing or maliciously damaged.
- 3.2. Malicious Damage or Theft before Practical Completion: The Contractor at his own expense shall make all loss or damage arising from theft or malicious damage before practical completion of the entire project good.
- 3.3. Post Practical Completion: The Contractor will carry out the maintenance of trees, shrubs, and grasslands after the date of practical completion until the responsibility is transferred to the new owners or by the appointed Management Company.
- 3.4. Replacement of plants shall take place as many times as is necessary to maintain a complete cover of plants and to maintain the scheme as designed by the Architect, and within the correct season for the type of plant, tree, shrub, and grassland mix.

## 4.0 General Maintenance

- 4.1. Following installation and after transfer the landscape shall be the responsibility of and maintained in perpetuity by:
- Matthew Homes and their appointed Management Companies (should these be contracted out),
  - Tendring District Council,
- 4.2. The agreement for which shall be set up by the Developer, who shall confirm in writing to the Principal Planning Officer of Tendring District Council when the maintenance agreement is completed and is operative.
- 4.3. Refer to ACD drawing MAT 23634 51 Landscape Maintenance Plan for an overview of the responsible parties for the landscaped areas.
- 4.4. The Developer shall ensure that any landscape contractor employed by the developer shall carry out the periodic maintenance of all planted areas, other than any areas for which the appointed Management Company and adopted body becomes responsible during the said Maintenance Period. Inspection checks shall be carried out at monthly intervals and the appropriate work carried out.
- 4.5. The Developer shall ensure that any landscape contractor employed by the developer shall carry out in all areas any shrub, tree, grass, and other plants replacements that may be necessary until the transfer of responsibility to the Management Company and adopted body.

- 4.6. The Management Company and adopted body shall be responsible for all periodic maintenance and replacement thereafter for all planted areas to which its management agreement relates, and shall ensure that any landscape contractor employed by it carries out periodic maintenance of all such areas following the general horticultural schedules below. Either inspection checks shall be carried out by a competent person, a member of the British Association of Landscape Industries (BALI) or the Landscape Institute (LI), acting for the Management Company, at minimum monthly intervals and the appropriate work carried out.
- 4.7. No existing trees, shrubs, or grass shall be removed or cut without specific instructions from the Contract Administrator and written agreement of the Local Planning Authority Tree Officer. Existing trees are to be retained, protected, and undisturbed throughout the contract.

## 5.0 Existing Trees and Vegetation

- 5.1. All works should be undertaken following the British Standard BS3998:2010 Tree Work Recommendations, by recognised tree contracting companies from the Arboricultural Association's list of registered contractors. Proof of experience and insurance providers will be required. All work shall be undertaken at the appropriate time and with the consent of the Management Company and Local Planning Authority if necessary.
- 5.2. All operations should be carried out sensitively, taking care not to unnecessarily damage the trees that are being worked on or any other neighbouring vegetation. The practice of natural target pruning should be used to ensure that branches are not cut "flush" with the stem, and conversely, a "stub" is not left proud, as in both scenarios it is not possible for the tree to adequately react to the wounding and may lead to an area of decay developing.
- 5.3. All trees on site should be visually checked annually. These checks should be staggered so that the trees are inspected at different times in the year. If any tree displays signs of decline, distress or damage then a competent person should be instructed to carry out a tree inspection where necessary. A comprehensive inspection of all the trees on site should be carried out by a competent person at a maximum interval of every three years.
- 5.4. All arisings from any work carried out, including leaf material, branches, wood chip, and timber should be removed from the site, unless otherwise specified. The work site should be left clean and tidy as instructed.

- 5.5. If large branches or entire trees need to be dismantled it is recommended that a rigging system be used where possible to reduce the risk of damage to surrounding structures and also to reduce ground compaction and deterioration during works. It is preferable if contactors are certificated with NPTC Unit CS41 Dismantling and Rigging.
  
- 5.6. Heavy Ivy infestation is not recommended in development situations, where wind risk may be a concern. The form of the tree can also be affected and it is therefore proposed to remove any dense infestation of Ivy if evident or to simply sever any ivy stems at the base of the tree during the maintenance period.

## 6.0 Amenity Grass (Turf)

- 6.1. Grass shall be cut during the growing season (generally April-October) using a sharp cutter to leave about 30-35mm of growth and remove arisings from the site.
- 6.2. Grass will be cut at intervals of not more than 10-14 days depending on growing conditions. Arisings shall be collected and removed from the site. A dressing of prepared fine fishmeal shall be applied at the rate of 60gms/m squared after the second mowing and the arisings of the cut following are to be allowed to fly.
- 6.3. The sward shall be maintained weed-free by an annual application of a selective weed-killer or other equal and approved as necessary. This is to be used by an appropriately trained and qualified individual.
- 6.4. Grasses edges to planted areas to be trimmed to maintain a clear smooth edge to planted beds; strim edges elsewhere but not against trees; spike annually in October.
- 6.5. Should bare patches of grass develop, the area is to be cultivated to 150mm and then seeded with amenity grass seed. To be cross-sown in two directions at right angles to each other,(half the seed is used in each direction) at the rate of 35 gm per square meter and the ground lightly raked over on a still dry day when the top 25mm of soil is dry. Use 'A22 Low maintenance' mix as supplied by Germinal Seeds Ltd, or similar and approved by Local Planning Authority. Germinal Seeds Ltd tel: 01522 868714.

### *General*

- 6.6. Grassed areas will be maintained in perpetuity by the Management Company within the SUDS basin and the rest of the open space by Tendring District Council.

## **7.0 Wildflower Grassland**

- 7.1. All wildflower grassed areas shall be maintained by the appointed Management Company within the SUDS basin and the Local Planning Authority will be responsible for areas proposed for adoption.
- 7.2. Following the autumn sowing, the wildflower grassland is to be cut in March to 4-7cm if there is sufficient material. It is then to be cut to 4-7cm in early May and to 4cm in September (following flowering).
- 7.3. During the following years, the wildflower grassland is to be cut to 4-7cm in March/April (to remove excess grass) and to 4cm in September/October (following flowering).
- 7.4. All arisings are to be removed from the site.
- 7.5. Any hollows which appear shall be filled in with topsoil and allowed to re-seed naturally.

## **8.0 Shrub and Tree Planting**

- 8.1. Tendring District Council will maintain all shrubs and trees in perpetuity.
- 8.2. Formative tree pruning is to be undertaken until a permanent structurally sound scaffold system of branches typical of the species and appropriate to the site circumstances is produced.
- 8.3. Post-planting management and maintenance of trees shall be following BS8545:2014 section 11 Trees: from nursery to independence in the landscape-recommendations.
- 8.4. A formal assessment of young tree health and development shall be undertaken annually. This assessment shall include foliar appearance, leaf size and leaf canopy density, extension growth, and incremental girth development. Trees shall also be assessed continually throughout the year on an ad hoc basis. Wherever practicable the performance of young trees shall be assessed by testing leaf fluorescence and leaf chlorophyll content.
- 8.5. The density of planting will require that all weeding is carried out by hand, using the appropriate tools. All resultant material should be removed from the site.
- 8.6. The Management Company and/or Tendring District Council is responsible for litter picking in those areas that it manages.
- 8.7. All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and all tree and plant ties inspected and made good if required.
- 8.8. All stakes and ties shall be removed as soon as the developing root system is strong enough to support the tree, this is usually after two full growing seasons.
- 8.9. All grilles, grids, guards, and other protective furniture shall be inspected annually and removed as soon as it is no longer needed to protect the tree or where it is causing damage to the tree.



- 8.10. The soil around newly planted trees shall be regularly inspected for soil capping or compaction and remedial action is taken if needed.
- 8.11. All trees shall be checked regularly for mammal, human, or other external damage, and remedial action is taken where necessary.
- 8.12. Minor pruning of dead or damaged wood shall be carried out annually. All wounds must not be treated with a sealant as per BS3998:2010 Tree Works Recommendations. On substantial trees, the Local Planning Authorities Tree Officer must be consulted for any necessary approvals.
- 8.13. Watering: All plants are to be well watered immediately after planting operations. To be wet to the full depth of topsoil or wet to field capacity using either potable mains water, recycled or treated greywater. If there is any surface compaction the soil is to be loosened to direct water to the root zone, taking care not to damage or loosen plants. Watering operations are to be undertaken as many times as necessary to ensure the continued thriving of all planting materials. Any failures due to drought shall be replaced by the Management Company/ies at their own cost.
- 8.14. Water restrictions: If the water supply is, or is likely to be, restricted by emergency legislation, submit proposals for an alternative suitable source of water. Obtain instructions before proceeding.

- 8.15. All planted areas shall be given an application of an approved top dressing at the rate of 40g/m<sup>2</sup> in May. This should be in the slow-release form e.g. Enmag or similar. This should be worked lightly into the soil, without disturbing the roots, before the bark mulch is re-spread. Unless specific nutritional deficiencies are identified, no fertiliser shall be applied to newly planted trees in the first season. If visual inspection points to nutrient deficiency further investigation of causes will be necessary. Remedial action may include additional fertiliser application, pH testing, assessment of organic content, and levels of compaction.
- 8.16. Shrubs shall be maintained in a balanced shape and shall be annually pruned to allow for this. Any growth which will obscure windows, signs, or sight-lines shall be removed. Once established, any support canes shall be removed from the shrubs. Trailing and climbing material shall be assisted in its growth by securing growing leaders where necessary.
- 8.17. The bark mulch should be maintained at an even spread, 75mm deep, of consistent thickness, to ensure that it is effective as a weed suppressant and moisture conserver. Following any maintenance operations and on a bi-annual basis, the mulch shall be supplemented to allow for any material which may have been lost.
- 8.18. No plant substitutions to be made without the prior written agreement of the Local Authority Landscape Section.

## 9.0 Play Equipment

- 9.1. Routine visual inspections are to be undertaken weekly, by a competent person. Inspections are to be recorded which includes details of any vandalism, use of the facility, and weather conditions.
- 9.2. Any litter that is present during the routine visual inspections, is to be removed from the facility immediately. Any vandalism is to be reported to the local planning authority and if any equipment is deemed unsafe due to an incident of vandalism this is to be rectified immediately or the facility closed until the equipment can be made good. During the routine visual inspections the following operations are also to be undertaken:
- Remove any objects which do not belong in the playground. This is to include cleaning of the surface and litter.
  - Inspect for missing or broken parts and if necessary, lubricate or replace components.
  - Inspect frames, structures, and joints and retighten as necessary.
  - Inspect moving or wearing parts, nets, and ropes and repair and replace as necessary.
- 9.3. Operational inspections for the operation, stability and wear of equipment and surface are to be conducted every three months. Any repair is to be reported to the Local Planning Authority. Any repair works are to be undertaken as a matter of urgency to maintain the safe, functionality of the play facility.

9.4. An annual inspection is to be undertaken which consists of a technical check of equipment or features for long-term wear. This could be undertaken by an independent specialist or qualified engineer. Any equipment which is deemed unsafe due to long-term wear is to be replaced or made good as a matter of urgency to maintain the safe, functionality of the play facility. During the annual inspection the following operations are also to be undertaken:

- Inspection of the support structures and foundations for rust or rot, take appropriate action when necessary.
- Inspect painted wood components, plywood, and metal parts and apply a new finish in line with the manufacturer's recommendations and with BS EN1176 Playground Equipment and Surfacing, where necessary.

## 10.0 Maintenance Schedules

### *Every week*

- All plants shall be watered following 10 days without rain. Then weekly until natural rainfall during June – August.
- Routine visual inspection of play equipment, with operations, conducted to ensure that safe use of the facility is maintained.

### *Every two weeks*

- Amenity Grass to be cut every 10-14 days
- There should be a minimum fortnightly litter pick over the entire site within areas covered by Tendring District Council.

### *Every month*

- Weed control shall be allowed at monthly intervals. All areas to be weeded by hand.
- All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and tree ties checked.

### *Every three months*

- Operational inspection of play equipment, with operations, conducted to ensure that safe use of the facility is maintained.

### *Every six months*

- The bark mulch should be topped up bi-annually
- Grass cutting to Wildflower areas – cut in line with the guidance given in section 7.0
- After two years tree stakes and ties are usually ready to be removed.

*Annual*

- Replacement of any failed trees or shrubs will be allowed annually to ensure that the planting areas are fully stocked at all times.
- Any hollows which appear due to the settlement shall be top dressed annually, early in the growing season.
- Minor pruning of dead or damaged wood shall be allowed annually.
- All planted areas and trees shall be given an application of an approved top dressing in May. Not in Wildflower areas.
- Shrubs shall be maintained in a balanced shape and prevented from obscuring signs, windows, and encroaching on paths.
- Check for invasive species as mentioned earlier and remove them from the site.
- Undertake a formal assessment of young tree health and development.
- Tree grilles, grids, and guards shall be inspected and if necessary removed.
- An annual inspection of play equipment with operations conducted to ensure that safe use of the facility is maintained.

*Every 5 Years*

- A suitably qualified person employed by the Management Company to undertake a review of the condition, success, and long-term maintenance of the planting.

Any amendments to the landscape management plan required to ensure a good planting scheme should be submitted to the LPA for approval. The LPA may draw the managing company's attention to defects in the maintenance or failure to comply with the landscape management plan and require that the Management Company rectify these defects or apply for a variation to the landscape management plan.

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ARBORICULTURAL SITE MONITORING AND SUPERVISION \* ARCHAEOLOGY  
LANDSCAPE & VISUAL IMPACT ASSESSMENT \* LANDSCAPE AUDIT \* PROJECT MANAGEMENT \*  
EXPERT WITNESS\* LANDSCAPE DESIGN & PLANNING LANDSCAPE MANAGEMENT**

**Appendix 3 - Pickers Ditch Plan**

## Appendix 4 - Pickers Ditch Specification

# PICKERS DITCH CLACTON ON SEA

## SOFT LANDSCAPE SPECIFICATION



Ecology  
Archaeology  
Arboriculture  
Landscape Architecture



Matthew Homes

|                           |                        |
|---------------------------|------------------------|
| <b>Written By:</b>        | ALK                    |
| <b>Checked By:</b>        | JNT                    |
| <b>Date:</b>              | July 2022              |
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| Revision | Date | Details | Revised |
|----------|------|---------|---------|
|          |      |         |         |
|          |      |         |         |
|          |      |         |         |
|          |      |         |         |

## 1.0 Site Preparation and Earthworks

- 1.1 Programme of Operation: The exterior planting shall be installed over the minimum period to complete the whole of the works. Dates are subject to discussion and agreement with suitable environmental conditions prevailing. The Contractor must verify this programme of works before commencing on site.
- 1.2 Protect Work: The Contractor shall provide adequate temporary protection to the work during the installation and shall include temporary coverings, and all other measures for protecting the work from damage.
- 1.3 Any work damaged or soiled by traffic or other causes due to inadequate temporary protection shall be removed and made good at the cost of the Contractor. If other work is damaged by the Contractor, he will be held responsible for the cost of rectification.
- 1.4 Rubbish: All rubbish is to be immediately cleared and removed as it accumulates during the work. At completion, the site is to be left clean and tidy.
- 1.5 Water must not be allowed to accumulate in any part of the works and the Contractor is to allow for providing for all necessary pumping or bailing that may be required to keep any excavations or any part of the site free from water at all times.

- 1.6 Existing Vegetation: No existing trees, shrubs, or other plants shall be removed or cut without specific instructions from the Architect. Existing trees are to be retained, protected, and undisturbed throughout the contract following BS5837:2012 Trees in relation to design, demolition, and construction- Recommendations (Section 6). No branches are to be cut or damaged and no roots larger than 25mm in diameter are to be cut or damaged following the British Standard. No fires are to be lit under or anywhere near the trees. No debris, fuel, or building material of any sort to be stacked against or piled around the trunks.
- 1.7 Weed Control: All weeds shall be cut down and taken off-site to a tip found by the contractor. One contact, approved, herbicide spray shall be applied to all areas of the site to eliminate any remaining green weed vegetation.
- 1.8 Loose Debris: All loose debris, rubbish, and foreign matter of any kind shall be cleared from the site and taken to a tip found by the Contractor.
- 1.9 Topsoil storage is to be in line with BS3882:2015 Specification for topsoil and be narrow and not more than 1m in height. The topsoil storage is to be protected by not placing any other material on top of the storage heap, not allowing the construction plant to pass over the storage heaps, and prevent compaction and contamination. Application of a suitable herbicide, at appropriate times, is to be undertaken to prevent the seeding of weeds.

- 1.10 Filling: Carry out all necessary filling to form new soil formation levels which will give finished levels as shown on drawings. Include for loading and depositing sub-soil on-site, and for importing fill material. All material in making up levels shall be to the approval of the Architect and shall be spread and consolidated in layers of 150mm.
- 1.11 All imported fill material shall be free from metal, vegetable matter, and any toxic wastes or pollutants. Rock and/or masonry of limited size will be permissible provided that the dimension does not exceed 50mm. A sample load shall be stored intact for comparison with further loads which shall be of similar standard.
- 1.12 Grading: Allow for grading and cross grading over the site to achieve final grades following the grading and contour drawings. All finished gradients are to be smooth flowing, marrying in with all existing levels (back of pavement, etc.) eliminating all abrupt angles and changes of levels. All shaping works are to be carried out in consultation with the Architect on site. Minor fillings and excavations are to be made as necessary.
- 1.13 Measurements: Attention is drawn to the fact that all measurements of the above area are net measurements and the contractor shall allow in his prices for increases in bulk and for transporting material to and from the temporary store as may be necessary.
- 1.14 Sub-Soil Preparation: All stone, brick, concrete, wood, wire, pipes debris, rubbish, weed roots, and foreign matter of any kind above a maximum dimension of 75mm shall be removed from the sub-soil formation layer to a minimum depth of 600mm below the topsoil and broken up immediately before sub-soil application.



- 1.15 The sub-soil shall be evenly graded to the appropriate formation levels below the finished levels of the topsoil to the appropriate depth, as outlined in section 2.0
- 1.16 Removal of surplus excavated material: Remove all surplus excavated material from the site.
- 1.17 Re-Use of Topsoil: The re-use of existing topsoil shall only be permitted with the strict approval of the Architect. Any surplus topsoil is to be removed from the site.

### *Relieving Compaction*

1.18 Generally, all works should be undertaken in line with the following principles:

- The moisture content of the soil is at least 5% below their plastic limit.
- Identified root protection areas are to be avoided.

#### Mechanical method recommendations:

- The ripping pattern must be overlapping passes.
- The tines should be sufficiently closely spaced to ensure full lateral de-compaction, which also needs overlapping passes.
- The use of winged tines is recommended.
- Tine length and width must be compatible with the proposed depth of de-compaction.
- Tine and wings must have wear plates and be in a good condition.
- The towing unit must be capable of working efficiently without undue weaving and track slippage.

1.19 To relieve compaction in turf (beyond identified root protection areas), works are to be undertaken in line with BS7370-2:1994 Ground maintenance- Recommendations, using spiking or vertical lifting and applying a top dressing of medium-fine sand to a depth 2-3mm.

1.20 To relieve compaction in all other areas (beyond identified root protection areas), works are to be either deep-jetting (high-pressure soil injection), aeration and mycorrhizal inoculation, complete soil replacement, mechanical ripping, or manual ripping. The contractor is to submit proposals to the Contract Administrator before undertaking works.

## 2.0 Topsoiling and Cultivation

- 2.1. Imported Top-Soil: Imported topsoil is to be a 'multipurpose topsoil' following BS3882:2015 Specification for topsoil unless there is a requirement for a 'specific purpose topsoil' which will also be following the British Standard.
- 2.2. As well as being in accordance with BS3882:2015 Specification for topsoil, the multi-purpose topsoil should be a quality loam and have the following properties:

|                 |                  |
|-----------------|------------------|
| pH value        | 5.5-8.0          |
| Nitrogen (N)    | 0.15% min        |
| Phosphorous (P) | 16- 100 mg/l     |
| Potash (K)      | 121- 900 mg/l    |
| Magnesium (Mg)  | 51- 600 mg/l     |
| Clay            | 5% min- 35% max  |
| Silt            | 0% min- 65% max  |
| Sand            | 30% min- 85% max |
| Organic matter  | 3% min- 20% max  |

- 2.3. The topsoil shall be free from stone, rubbish of any kind, roots of perennial weed, or any other injurious matter.
- 2.4. The topsoil must be supplied with a BS3882:2015 Specification for topsoil, declaration of analysis, analysis certificate, and sampling protocol.
- 2.5. At the outset of the works, a sample 5m<sup>3</sup> load must be deposited on site for approval and comparison and all subsequent loads shall be at least equal in quality to the sample, which shall remain until top-soil spreading is completed.

- 2.6. In line with BS3882:2015 Specification for topsoil, the depth of topsoil spread shall not normally exceed 300 mm. Suitable (loosened) subsoil shall provide the remainder of the minimum rooting depth, both minimum topsoil and subsoil depths are to be in line with the following table:

|  | Subsoil Depth | Topsoil Depth | Overall Soil Depth |
|--|---------------|---------------|--------------------|
| Grass  | 150mm         | 300mm         | 450mm              |
| Shrubs                                       | 300mm         | 300mm         | 600mm              |
| Trees<br>(within soft<br>landscape<br>areas) | 600mm         | 300mm         | 900mm              |

- 2.7. Approved Chemicals: All chemicals used shall be non-toxic to human beings, birds, and animals, under normal use and chemicals that are not on the "Agricultural Chemicals Approved Scheme" current list of Approved Products shall not be used.
- 2.8. Organic fertilizer is not be applied within 10m of surface water (including ditches), hedges, field margins, or environmentally sensitive sites or 50m from springs, wells, or boreholes.
- 2.9. Artificial fertilizer is not be applied within 2m of water (including ditches), hedges, field margins, or environmentally sensitive sites.

- 2.10. Fertilizers: The bone-meal is to be medium-coarse and is to contain not less than 20% soluble PO (Phosphates) and between 3 – 5% NO (Nitrogen).
- 2.11. Compost: Peat-free compost to be used such as Richmoor Soil Improver as supplied by Greentech or similar approved should be used.
- 2.12. Soil Improver: Tree pits and shrub beds will be treated as follows:  
Alginure Soil Improver incorporated into tree pits at 1.5 Kg per m<sup>3</sup>  
Alginure Soil Improver incorporated into the shrub beds at 75g per m<sup>2</sup>

### **3.0 Plants and Planting**

- 3.1. **Planting Operations:** Planting operations shall be carried out in general accordance with the requirements BS4428:1989 Code of practice for general landscape operations (excluding hard surfaces).
- 3.2. **Damage:** All plants shall be adequately and carefully packed and protected to survive transport, by whatever means, to the site without damage in loading, transit, or unloading
- 3.3. If despite these precautions, roots, branches or shoots suffer slight damage, they shall be carefully pruned. If major damage has occurred, the plant shall be rejected and replaced.
- 3.4. **Container and Pot Grown plants:** Container and pot-grown shrubs must have grown in weed-free containers of the sizes specified for at least one complete growing season and must be healthy, bushy, vigorous, and well-rooted but not pot bound and equal to all clauses of this specification.
- 3.5. **Species and Varieties:** All plants are to be of the species and variety indicated on the schedules and drawings. If however, any plants are unobtainable at the time of order, the contractor is to inform the Employer immediately and submit a list of alternatives for consideration.

- 3.6. Container and pot grown plants which are not planted on arrival on site must be watered frequently to prevent drying out. Plants that have been allowed to dry out to the extent where their health is affected will be replaced at the Contractor's expense. Immediately before planting, all container and pot-grown plants will be well watered. Care will be taken during planting not to break up the root ball. Where plants have become pot bound, the roots on the outside of the ball will be gently eased out before planting.
- 3.7. Heeling In: After delivery, if planting is not carried out immediately, root balled plants shall be placed next to each other and the ball covered with sand or fine soil and watered to prevent drying out. Bare rooted plants shall be heeled-in by placing the roots in a prepared trench and covering them with fine soil which shall be watered in to avoid air pockets around the roots.
- 3.8. Shrubs: Shrubs shall comply, at least, with the requirements of BS3936-1:1992 Nursery Stock. Shrubs shall be to the minimum height or spread as specified. Cutting back shall occur if necessary, for the normal development of the plant.
- 3.9. Herbaceous Plants: Herbaceous plants shall be exactly true to name, well grown, healthy, vigorous clumps, in at least their second season of growth from division or propagation. They shall be planted to the correct depth in staggered rows at approximately equal centres and well-watered in at the time of planting and subsequently, as necessary.

- 3.10. Planting shrubs, climbing, and Herbaceous Plants: Dig out holes large enough to receive the roots of the plant fully extended and well spread out. Carefully work topsoil among roots and backfill. Plants to be well firmed by heeling and the surface left neat and even. Planting must be to the same depth as in the nursery. Care must be taken not to disturb the root balls of pot-grown plants and not let any roots dry out at any time.
- 3.11. Watering: All plants are to be well watered immediately after planting operations. To be wet to the full depth of topsoil or wet to field capacity using either potable mains water, recycled or treated greywater. If there is any surface compaction the soil is to be loosened to direct water to the root zone, taking care not to damage or loosen plants. Watering operations are to be undertaken as many times as necessary to ensure the continued thriving of all planting materials.
- 3.12. Water restrictions: If the water supply is, or is likely to be, restricted by emergency legislation, submit proposals for an alternative suitable source of water. Obtain instructions before proceeding.
- 3.13. Mulch: Apply 75mm depth of mulch over the whole planting bed immediately after watering in. Mulch to consist of 'Melcourt Amenity Bark Mulch' available from, [www.Melcourt.co.uk](http://www.Melcourt.co.uk); 01666 504398 or similar. Free from pests, disease, weeds, and additives.



*Hedge Planting*

- 3.14. Freestanding hedges a 3 strand galvanised wire and tanalised softwood timber post fence, to BS1722-2:2020 Fencing, is to be erected through the centre of the staggered row of hedge or along the back edge of a single line of hedge. This is to prevent access through the site by pedestrians until the hedges are fully established.
  
- 3.15. Formal hedgerows: Consistent in species, cultivar, and clone to ensure a uniform hedge. Planting: In trenches large enough to take the full spread of roots. Set out plants evenly.
  
- 3.16. Naturalised hedgerows: Planting: In trenches large enough to take the full spread of roots. Set out plants evenly.
  
- 3.17. Immediately following planting operations, watering operations are to be undertaken thoroughly and without damaging or displacing plants or soil. Soil is to be lightly firmed around plants and forked/ or rake soil without damaging roots, to a fine tilth with gentle cambers and no hollows. Bark mulch is then to be applied to the surface, in line with previous clauses.

## 4.0 Trees

- 4.1. Planting of Trees shall be following BS8545:2014 Trees: from nursery to independence in the landscape – Recommendations.
- 4.2. Tree Stock: All stock must comply in all respects with the current edition of the British Standard (as outlined above).
- 4.3. Trees shall be well-grown nursery stock free from disease, true to type, and of a size scheduled following the approved method of measurement. All young trees shall exhibit a clearly defined stem taper, evident from the crown through to root flare, appropriate to the species. All young trees shall have been formatively pruned at the nursery to give well-balanced crown formation, a well-formed straight central leader, and lateral branches subordinated to that leader. All root-balled trees shall have been transplanted the correct number of times as specified in the plant schedule. All rootballs shall contain a fully fibrous root system with obvious evidence of root pruning or transplanting.
- 4.4. Identification: Every specimen tree, and one tree from each group of similar trees, shall bear labels with the correct full botanical name. These to be of 6mm Dymo tape (or equal) stuck onto white plastic labels and tied loosely to the tree in a position where it can be seen clearly.
- 4.5. Trees to Correspond with Varieties Specified: Trees supplied shall correspond exactly with the species, varieties, and sizes stated.
- 4.6. No Substitutes will be permitted unless expressly authorized in writing by the Local Planning Authority. Trees shall be of good stock, hardy and well rooted and where applicable shall be furnished with straight sturdy trunks, and well-branched balanced heads.

- 4.7. Plants should have been regularly transplanted during growth in the nursery and be generally in compliance with the requirements of the relevant parts of BS8545:2014 Trees from nursery to independence in the landscape – Recommendations. Any damaged plants must be replaced by the planting Contractor.
- 4.8. Trees brought onto the site shall have their roots protected from drying out until planting is carried out.
- 4.9. Protection of Planting Material: All trees shall be adequately and carefully packed and protected to survive transportation to the site without damage.
- 4.10. Care must be taken that the roots are not allowed to dry out and plants must be protected by damp straw moss, sacking, or the like. Trees that are not used immediately on site shall be heeled into ready-prepared trenches and shall be kept thus in a moist condition until planting on the same day. Trees not used on the same day of arrival may be heeled in and stored at a site to be agreed with the Architect. Plants so stored will not be subject to an extra cost on the contract.
- 4.11. Tree Pits: Tree pits shall be of a diameter at least 75mm greater than the root ball. The depth of the pit shall be no deeper than the existing root-ball or container depth. The base of the tree pit should not be disturbed unless there are specific problems such as poor drainage, soil smearing, or pans resulting from pit construction that need to be rectified. The use of geotextiles or any other barrier to root growth, either at the base or along the sides of tree pits can limit root development into surrounding soils. Unless there is a specific requirement to inhibit root growth such barriers should not be used. During the excavation of the tree pit, the soil dug shall be placed to one side separating topsoil and subsoil as far as possible.

- 4.12. Planting: Once a root-balled tree has been positioned in the planting pit, hessian, twine, and the wire cage shall be loosened. If wire encircles the stem diameter as part of the wire cage of the rootball, this shall be cut and removed. The tree's root system shall be wetted before planting. The tree shall be planted at the correct depth considering the position of the root flare. Allowances shall be made for the settling of the soil after planting. The rootball or root-stem transition shall be level with the host soil or surface.
- 4.13. Backfill of tree pit: 300mm depth topsoil in line with BS3882:2015 Specification for topsoil (multi-purpose topsoil), with 600mm subsoil for trees within soft landscape
- 4.14. All backfill applied shall, as far as possible, replicate the horizons within the original soil profile. Topsoil shall not be used below the depth of the original topsoil layer. Backfill shall be added gradually in layers of 150mm depth, ensuring the tree is held upright. At each stage, the fill shall be firmed in to eliminate all air pockets under and around the root system, but with care being taken not to excessively compact the soil.
- 4.15. Planting Season: Unless otherwise specified all transplanting shall be carried out between the end of October and the end of March. Container-grown trees may be transplanted at times other than these at the discretion of the Landscape Architect.

- 4.16. The transplanting shall be carried out when the weather is dull, and the ground is moist and workable. On no account must the planting take place when there is freezing wind. Where approval is given by the developer to transplant between March and September, the trees shall be given a transplanting spray before transplanting and again between 7 and 10 days after planting, at the Contractor's expense.
- 4.17. In the case of evergreens, transplanting spray shall be applied both before and after transplanting whatever any time of year.
- 4.18. **Planting Depth:** This is critical to transplanting success. The root flare of the newly planted tree shall be visible at the soil surface. It should not be buried by excess soil or mulch. Where root balled trees have been supplied with the root flare too deep, any excess soil shall be removed from the top of the rootball to reveal the root flare. Where containerized trees have been planted too deep in the container during the production process there is often a matting of fibrous roots above the root flare and across the container surface. These roots shall be removed, and the root flare exposed before planting.
- 4.19. **Transplanting in Frosty Conditions:** Planting of trees in frosty conditions will only be permitted if adequate precautions are taken. The prepared root balls must have additional wrapping. The bottom and sides of the tree pits, and the piles of topsoil, must be protected from freezing using boards, tarpaulins, or other approved materials.
- 4.20. **Watering:** At the time of planting the tree pit shall be saturated to the point of field capacity. If there is a risk of frost within 24 hours the watering shall be delayed until such risk has passed.

*Tree Pit Accessories (trees within soft landscape)*

- 4.21. Tree Supports: Stakes to be the requisite length, pressure impregnated (with preservative non-injurious to plants) de-barked softwood 100mm square or diameter. Stakes shall allow for canopy and stem movement as low down the tree as possible, whilst supporting the structural function of the root system. Tree stakes shall be driven into the ground before the tree is planted, to a sufficient depth to provide full support for the tree.
- 4.22. Tree Ties: To be expandable rubber tree tie with spacer block between tree and crossbar fixed with heavy-duty galvanized nails.
- 4.23. Irrigation tubing: Root Rain Metro pit irrigation system to be installed in line with suppliers' recommendations, as supplied from GreenBlue Urban or similar.
- 4.24. Mulch: Apply 75mm depth of mulch over the whole planting bed immediately after watering in. Mulch to consist of 'Melcourt Amenity Bark Mulch' available from, [www.Melcourt.co.uk](http://www.Melcourt.co.uk); 01666 504398 or similar. Free from pests, disease, weeds, and additives. The root flare and the base of the stem shall be maintained free from mulch.

## 5.0 Grass Works

- 5.1. Time of sowing: While grass seeding works may be carried out from May to September during appropriate weather conditions, a program for sowing in either early or late summer will normally be agreed upon.
- 5.2. Grassing Works: Preparation and grassing works shall be carried out in general accordance with the requirements of Section 5 of BS4428:1989 Code of practice for general landscape operations (excluding hard surfaces).
- 5.3. Grass-Finished Levels: Grass-finished levels at kerbs, gulleys, manholes, and other horizontal surfaces will finish 25mm above these hard surfaces and be as indicated in the appropriate standard detail.
- 5.4. Cultivation: The topsoil in areas to be seeded shall be ploughed or disc harrowed to a depth not exceeding 150mm, care being taken not to bring the subsoil to the surface. All weeds, rubbish, and stones 75mm and above shall be removed from the site.
- 5.5. Preparation of Seed Bed: The areas shall be cultivated to produce a fine tilth suitable for seeding and firmed by lightly rolling.
- 5.6. Fertilizer shall be granular fertilizer, obtained from an approved reputable horticultural supplier, stored in an approved dry building until required for use.
- 5.7. Flowering Lawn Grass Seed Mixture: Seed shall be certified as to source, purity, and germination, and the certificates shall be handed to the Architect.

- 5.8. Sowing: Seed shall be cross-sown in two directions at right angles to each other (half the seed is used in each direction) at the rate of 35g/m<sup>2</sup> and the ground lightly raked over on a still dry day when the top 25mm of soil is dry.
- 5.9. Rolling: After sowing areas are to be lightly rolled, weather permitting.
- 5.10. First roll and cut: When grass has grown to 38mm it shall be lightly rolled and, two days later, mowed with an approved mower having no roller and sufficiently sharp to avoid root pulling.
- 5.11. Finished Grass Levels: Finished grass levels are to 40mm above surrounding kerbs, paving and plant bed edges, and the addition of imported topsoil shall be undertaken where required.



*Turf*

- 5.12. Turf: Turfs shall be following BS3969:1998 Recommendations for turf for general purposes. Turfs shall be clean meadow or downland turfs, fibrous and well-rooted, free from matted dead grass and perennial weeds, and shall have been subject to proper maintenance and treatment with selective weed-killers and insecticides during the previous growing season.
- 5.13. On completion of laying, the whole turf shall be top dressed in finely sifted soil well worked into the joints.
- 5.14. No turf shall be laid during frost, exceptionally dry weather, or on the water-logged ground.
- 5.15. Correction of Hollows: Any slight hollows which appear within the aftercare period due to settlement or other causes are to be top-dressed early in the growing season, with a mixture of good quality topsoil and fine peat-free compost lightly rolled in and the grass allowed to grow through before cutting.
- 5.16. Deep hollows are to be treated by neatly cutting out a square of turf, building up beneath with the same mix plus an equal quantity of sharp sand, and the turf replaced at the correct level for rolling. Cutting may proceed without interruption.
- 5.17. Hollows repaired as above are to be kept watered as necessary until the turf has fully married in.
- 5.18. Watering: On completion of laying and top dressing, turf areas shall be well watered.

*Wildflower Areas:*

- 5.19. Time of sowing: Seeds need warmth and moisture for optimum germination so can be sown whenever these conditions are present, usually August to September or March to April. Late autumn sowing should be avoided, particularly in waterlogged areas
- 5.20. Cultivation: The topsoil in areas to be seeded shall be ploughed or disc harrowed. All weeds, rubbish, and stones 75mm and above shall be removed from the site. The 'stale seedbed technique' could be applied and is a good method for the reduction of annual weeds on the site. The area for sowing is cleared then left for a time until a flush of annual weeds appears. These are then treated before flowering. Perennial weeds should be removed as much as possible.
- 5.21. Preparation of Seed Bed: The areas shall be cultivated to produce a fine tilth suitable for seeding and firmed by lightly rolling. No fertilizer should be used.
- 5.22. Sowing: Seed shall be cross sowed in two directions at right angles to each other (half the seed is used in each direction) at the rate of 4g/m<sup>2</sup> for the 'Wildflowers for sandy soils' mix and 4g/m<sup>2</sup> for the 'Special general Purpose Meadow Mix'.
- 5.23. Rolling: After sowing areas are to be lightly rolled, weather permitting.

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MANAGEMENT**



LOCATION PLAN  
SCALE 1:5000



THE INITIAL FOR AREA AND SURFACE WATER SEWER TO BE CONSTRUCTED AS PART OF PHASE 1



**NOTES**  
 1. ALL DETAILS SHOWN ON THIS DRAWING ARE SUBJECT TO THE APPROVAL OF ALL RELEVANT AUTHORITIES  
 2. PHASING AND CONSTRUCTION DATES SHOWN ON THIS DRAWING ARE ANTICIPATED AS AN ILLUSTRATION OF THE PROPOSED SEQUENCE OF CONSTRUCTION FROM WHICH VARIATION MAY BE NECESSARY DEPENDING UPON END USERS OF COMMERCIAL PROPERTIES, APPROVAL PROCESSES, MARKET FORCES ETC.

**PHASING LEGEND**

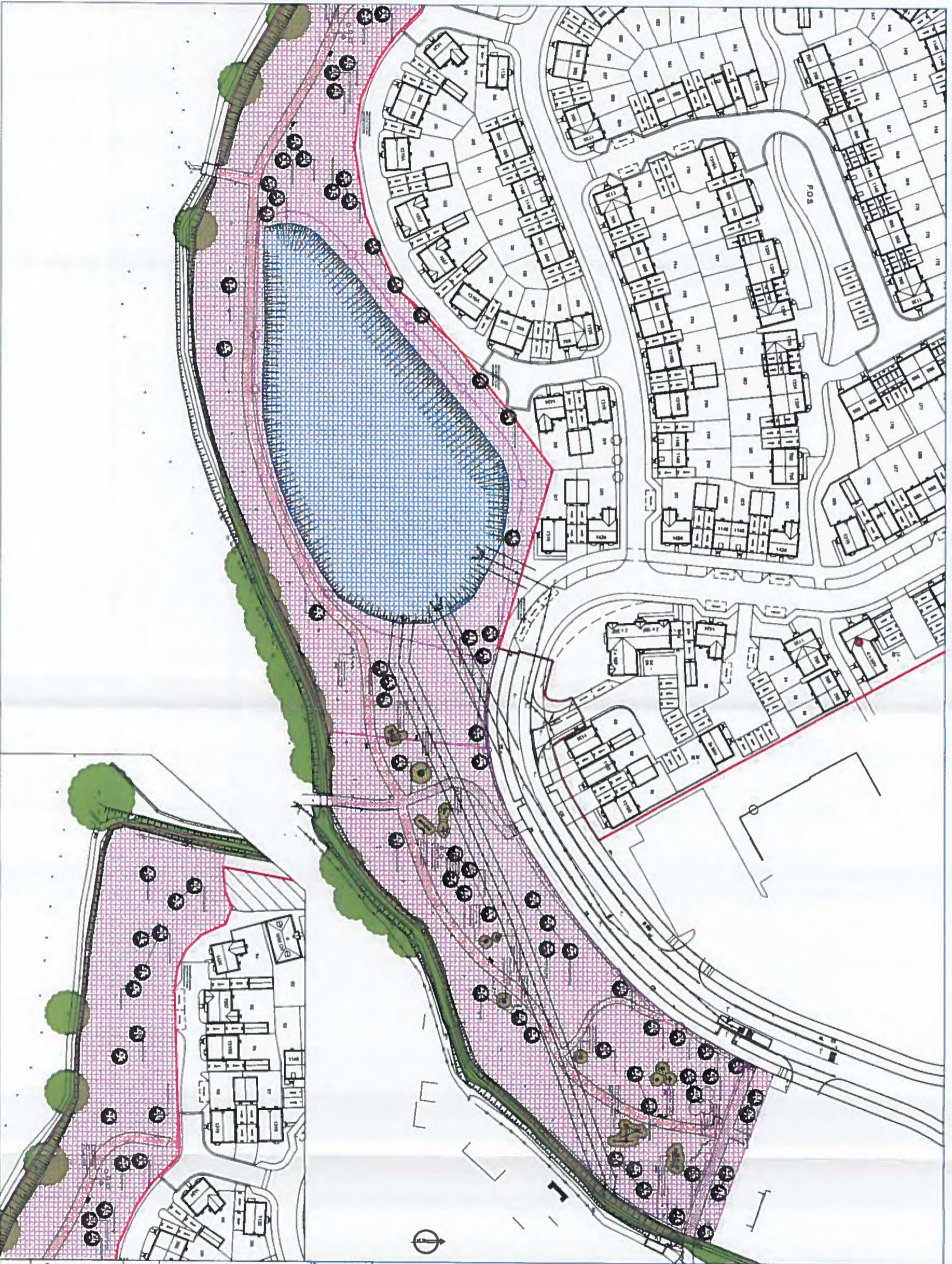
- 2017-2018 PHASE 1  
Main Retail, Residential mix, Drivage and Services Infrastructure
- 2017-2018 PHASE 1a  
SUDS Features
- 2018-2018 PHASE 2a  
Facades, including parking, landscaping etc
- 2018-2018 PHASE 2b  
Public Areas & HOV, including parking, landscaping etc
- 2018-2018 PHASE 3  
Drive Through, including parking, landscaping etc
- 2018-2018 PHASE 4  
Retail Units, including parking, landscaping etc
- 2018-2020 PHASE 5  
Open Spaces (Phase 5a: Village Extension)
- 2018-2022 PHASE 6  
Employment (Office) including associated parking, landscaping etc
- 2018-2024 PHASE 7  
Residential Development including associated parking, landscaping etc



**DIYON TAIN WSL**  
 Clacton-on-Sea, Essex

**Phasing Plan**

Scale 1:1250 @ A1 ~ June 2017  
 Drawing No. BES/BPW/01C



**SPECIAL NOTE:** To comply with the various State and Local Ordinances, the quantities of materials shown in this drawing are based on the quantities shown in the planting schedule.

**NOTE:** DO NOT SCALE FROM DRAWING FOR CONSTRUCTION. FOR PLANNING PURPOSES ONLY.

**Legend**

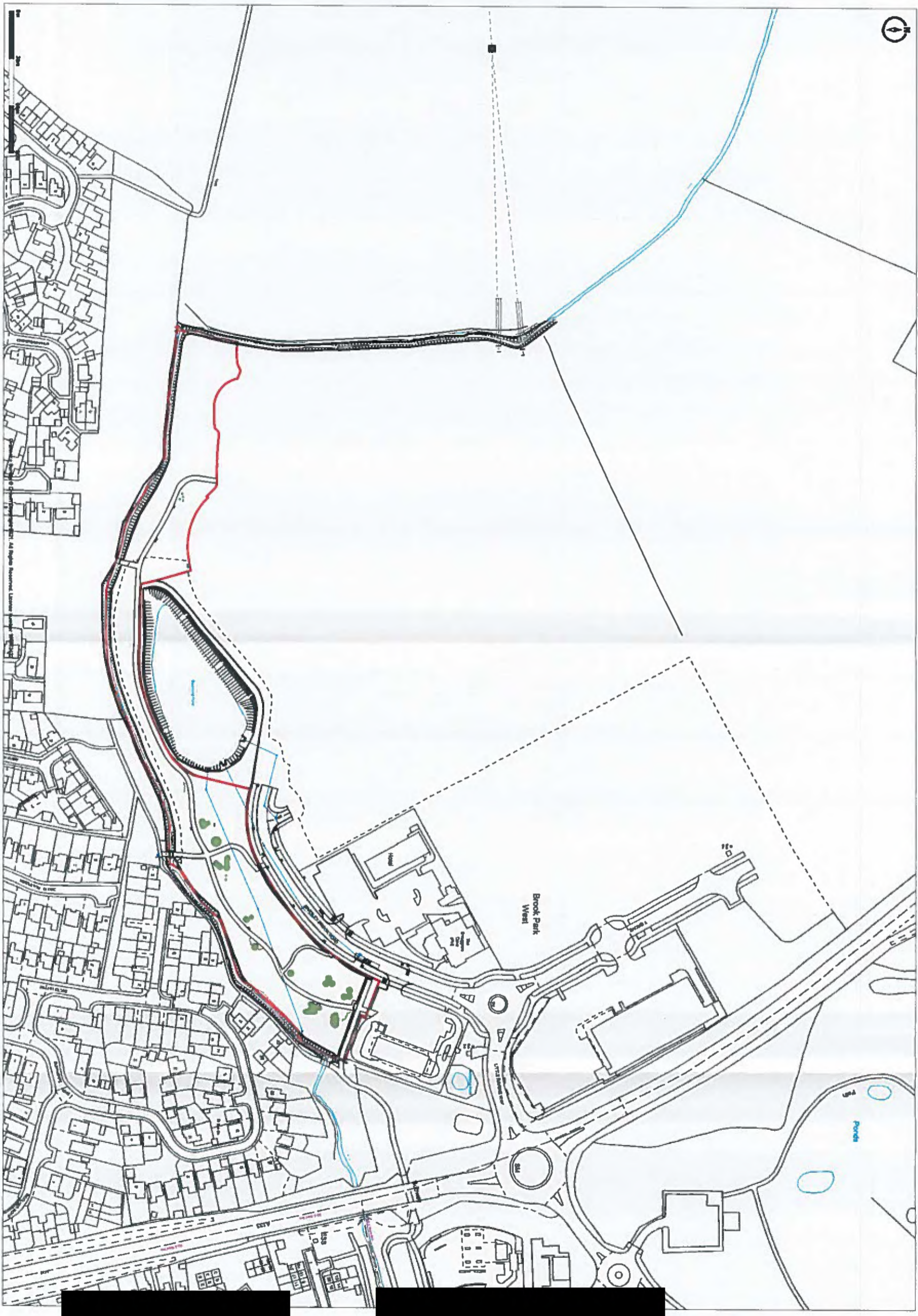
- Maintained by Tending District Council
- Maintained by private landscaping company

**ACD ENVIRONMENTAL**

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 100, Grand Canal, Dublin 4  
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 Website: www.acd.ie

**Scheme:** Brook Park West.  
**Client:** Clonon on Sea  
**Client:** Matthew Homes  
**Drawing:** Management Plan  
**Date:** July 2022  
**Scale:** 1:500 @ A1  
**Drawing no:** MAT23624\_51  
**Drawn:** ALX checked: JMT



Notes:  
 1. This drawing is based on Ordnance Survey Data, © Crown Copyright 2021.  
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 2. Written dimensions take precedence over scaled ones

Rev - 23.08.2022 Initial Issue  
 Rev A 25.08.2022 Equipped Play Area shaded green

| KEY   |                        |
|---|------------------------|
|  | Pickers Ditch Boundary |
|  | Equipped Play Area     |

Title: **Pickers Ditch Plan**  
 Project: **Brook Retail Park, Little Clacton Bypass, Clacton-on-Sea, Essex**

Drawing Number: **340-001**  
 Revision: **A**  
 Scale: **1:2500 @ A3**

