

DATED 28th May 2009

BROADLAND DISTRICT COUNCIL

- AND -

NORFOLK COUNTY COUNCIL

- AND -

ABEL HOMES LIMITED

-AND-

NATIONAL WESTMINSTER BANK PLC

**AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to the development of land at
Littlewood House, School Road,
Drayton, Norfolk



KESTER CUNNINGHAM JOHN
Solicitors

12th May 2009

THIS AGREEMENT is made the 28th day of May 2009
BETWEEN:

BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe
St Andrew Norwich Norfolk NR7 0DU (hereinafter called "The Council") of the
first part and NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich NR1 2DH (hereinafter called "The County Council") of the second part
and ABEL HOMES LIMITED (company registration No. 02087224) of The Old
Rectory Little Cressingham Thetford Norfolk IP25 6NE (hereinafter called "the
Owner") of the third part and NATIONAL WESTMINSTER BANK PLC
(company registration No. 00929027) of whose registered office is at 135
Bishopsgate, London EC2M 3UR ("the Mortgagee") of the fourth part

whose address for service is 250-7, Duncannon Road, PO 20 339, Wymondham
NR6 2AW

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following
expressions shall have the following meanings:-

| | |
|----------------------------|--|
| "Act" | the Town and Country Planning Act 1990 (as amended) |
| "Affordable Housing" | housing which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market to be owned and/or managed by a Registered Social Landlord |
| "Affordable Housing Units" | five (5) houses for Affordable Housing to be constructed or provided on the Site as part of the Development |
| "Affordable Rental Units " | Affordable Housing Units that may be constructed or provided on the Site as part of |

the Development and to be let for a rent upon either a weekly basis or monthly tenancy basis not exceeding Homes and Communities Agency target rents (or if such targets cease to be set such other measure of affordable rents as The Council shall reasonably determine) and to be let by or on behalf of a Registered Social Landlord

"Application"

the application for detailed planning permission made on 12th September 2008 for twenty two Dwelling Units in accordance with the plans deposited with The Council bearing reference no 20081345

"Commencement
of Development"

means the date on which any material operation (as defined in Section 56 (4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, tree surgery, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;

"Community Woodland"

the area of woodland shown shaded green on Plan No 2 annexed hereto

"Community Woodland
Landscape Management
Plan"

the landscape management plan attached to this Agreement which provides for the management and maintenance of the

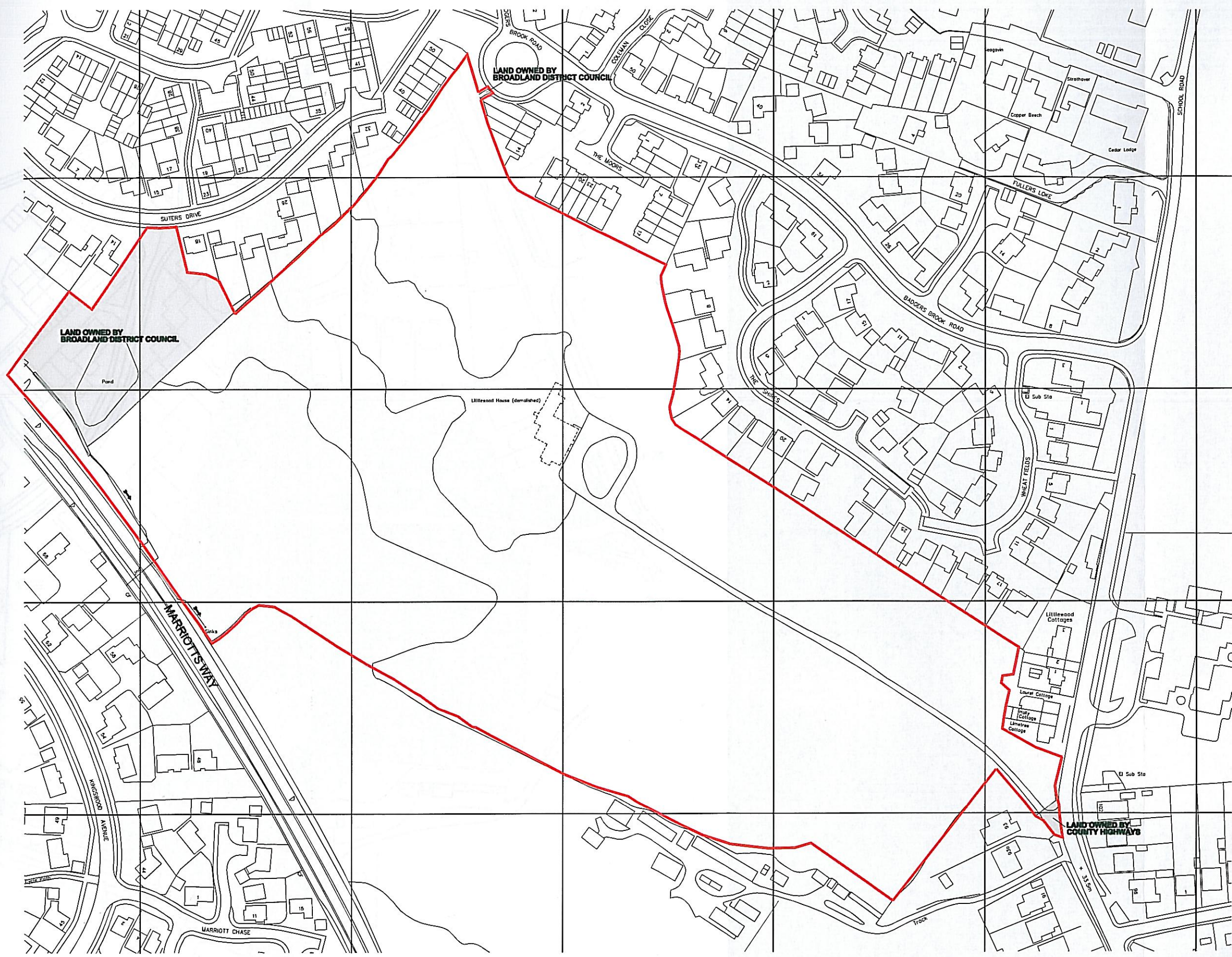
| | |
|------------------------|---|
| | Community Woodland, which Plan may be amended from time to time as agreed between The Council and The Owner |
| "Development" | the development permitted by the Planning Permission |
| "Dwelling Unit" | any residential unit approved pursuant to the Planning Permission built on the Site as part of the Development |
| Index Linked | means that the contributions payable under the terms of this Agreement which is expressed to be index linked shall be index-linked from 10 December 2008 until such time that payment of any sum specified in this Agreement is made, such index linking to be equivalent to any increase or decrease in such sums in proportion to the increase or decrease in the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Index or if such Index ceases to be published then such other Index as the County Council shall reasonably determine |
| "Inflation Provision" | the increase (if any) in the Department for Business Enterprise and Regulatory Reform (BERR) Output Price Index for Public Works between 16 th April 2009 and the date upon which a payment of the Woodland Maintenance Contribution is made pursuant to this Agreement |
| "Library Contribution" | £1,320 Index Linked towards library facilities in |

| | |
|-----------------------------|---|
| | the area |
| "Local Lettings Policy" | the order in which the Affordable Housing Units are to be allocated and which is set out under the title "Local Lettings Policy" at Appendix 1 to this Agreement as amended from time to time |
| "Monitoring Fee" | The total sum of £900 to be paid by way of a monitoring fee for the main contributions specified in this Agreement which fee is required for checking the implementation and compliance with the terms of this Agreement |
| "Occupation" and "Occupied" | Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations |
| "Open Market Unit" | any Dwelling Unit constructed as part of the Development which is not an Affordable Housing Unit |
| "Plan No 1" | the plan annexed to this Agreement and marked No 1 |
| "Plan No 2" | the plan annexed to this Agreement and marked No 2 |
| "Planning Permission" | the detailed planning permission to be granted pursuant to the Application |

| | |
|--|---|
| "Private Woodland" | the area of private woodland shown shaded purple on Plan No 2 annexed hereto |
| "Private Woodland Landscape Management Plan" | the landscape management plan attached to this Agreement which provides for the management and maintenance of the Private Woodland, which Plan may be amended from time to time as agreed between The Council and The Owner |
| "Qualifying Occupiers" | in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in The Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or where such persons have been exhausted any person as nominated by The Council on the Broadland Housing Register that the Registered Social Landlord owning or managing the Affordable Housing Units on the Site is entitled to house within its rules |
| "Registered Social Landlord" | a registered social landlord in the register kept by the Homes and Communities Agency under Part 1 of the Housing Act 1996 (or any statutory |

Plan 1

Handwritten signature



REV. H FOOTPATH LINK TO BADGERS BROOK ROUNDABOUT 31.10.08
 REV. G LAYOUT AMENDED TO SUIT SCHOOL ROAD ENTRANCE 06.08.08
 Rev F 29.05.2008 Issued To BDC & County Highways as A3.
 Rev E 23.05.2008 Red Line Adjusted as advised.
 Rev D 12.05.2008 Red Line Adjusted as advised.
 Rev C 25.04.2008 Red Line Adjusted at Badgers Brook Roundabout and School Road Entrance.
 Rev B 09.01.2008 Red Line Adjusted for link to Suters Drive.
 Rev A 12.12.2007 Boundary Line Adjusted at site entrances.

CONRAN&PARTNERS
 In association with
lucas hickman smith
 A R C H I T E C T S

Project
**ABEL HOMES
 LITTLEWOOD HOUSE
 DRAYTON NORWICH**

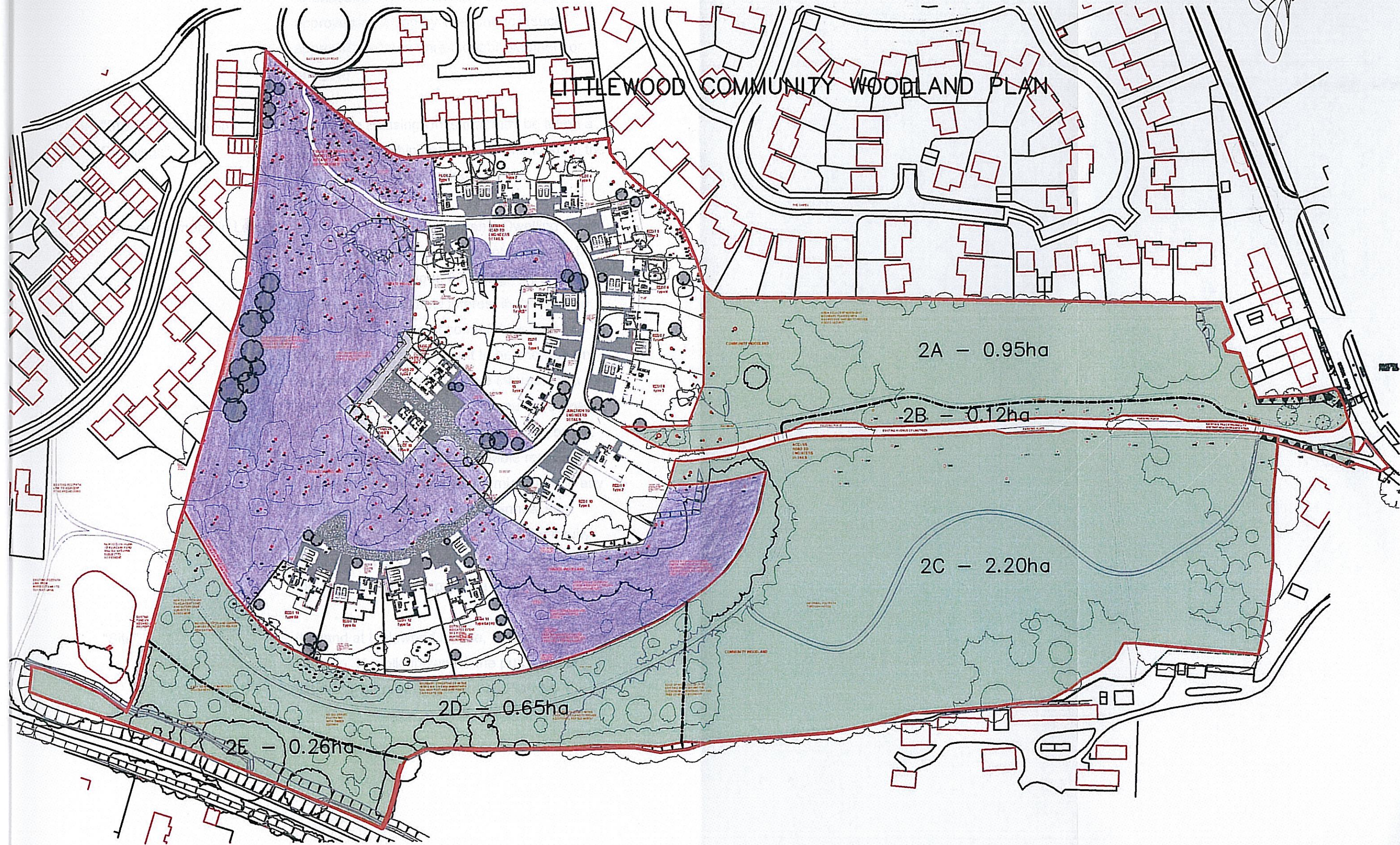
Drawing
LOCATION PLAN

Scale 1:1250
 Date 5.11.07
 Drawn PDL
 No. **1081.4** Rev. H

21 TOWN GREEN WYMONDHAM NORFOLK
 NR18 0PN TEL: 01953 607343

THIS DRAWING IS COPYRIGHT OF LUCAS HICKMAN SMITH LIMITED AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN CONSENT

Plan 2
June 2008



| | |
|--|---|
| "Private Woodland" | the area of private woodland shown shaded purple on Plan No 2 annexed hereto |
| "Private Woodland Landscape Management Plan" | the landscape management plan attached to this Agreement which provides for the management and maintenance of the Private Woodland, which Plan may be amended from time to time as agreed between The Council and The Owner |
| "Qualifying Occupiers" | in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in The Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or where such persons have been exhausted any person as nominated by The Council on the Broadland Housing Register that the Registered Social Landlord owning or managing the Affordable Housing Units on the Site is entitled to house within its rules |
| "Registered Social Landlord" | a registered social landlord in the register kept by the Homes and Communities Agency under Part 1 of the Housing Act 1996 (or any statutory |

re-enactment or modification thereof) as approved in writing by The Council (such approval not to be unreasonably withheld or delayed)

"Shared Ownership Dwellings"

Affordable Housing Units that may be let on a Shared Ownership Lease to be provided on the Site as part of the Development

"Shared Ownership Lease"

a lease of a Shared Ownership Dwelling which lease shall include arrangements enabling the lessee to acquire up to 80% (eighty per cent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rent to be charged on the remainder of the equitable interest such rent not to exceed Homes and Communities Agency target rents (or if such targets cease to be set such other measures of affordable rents as The Council shall reasonably determine) and in any event to be not higher than an annual sum calculated at 2.75% of the value of the equity retained by the Owner at the date of the grant of the Shared Ownership Lease

"Site"

the land at Littlewood House, School Road, Drayton, Norfolk shown for the purposes of identification only edged red on Plan No 1

| | |
|-------------------------------------|---|
| "SuDS" | a Sustainable Urban Drainage Solution system in accordance with Environment Agency guidelines or guidelines of any successor body |
| "Woodland Maintenance Contribution" | the sum of Forty Nine Thousand Seven Hundred and Two Pounds Sixty Four Pence (£49,702.64) as increased by the Inflation Provision |

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement
- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (iv) headings in this Agreement shall not form part of or affect its construction

WHEREAS:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and the County Council is a Local

Planning Authority for the purposes of the Act and the Library Service Provider for the area within which the Site is situated

- B. The Owner is the freehold owner of that part of the Site registered under Title Number NK229443 at the Land Registry and shown for the purposes of identification only outlined in red but excluding the land shown shaded grey on Plan No. 1 ("the Owner's Land") and the Mortgagee has a charge over that part of the Site and The Council is the freehold owner of that part of the Site shown shaded grey on Plan No. 1, save for the area shaded grey and marked 'land owned by County Highways'
- C. The Owner submitted the Application and The Council has resolved to grant the Planning Permission subject to the completion of this Agreement

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owner hereunder are planning obligations enforceable by The Council and the County Council against the Owner and its successors in title and assigns
- 2.3 The provisions of this Agreement shall have immediate effect upon the grant of the Planning Permission and Commencement of Development
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.5 This Agreement shall be registered as a charge in The Council's Register of Local Land Charges
- 2.6 In the event that this Agreement comes to an end The Council if so requested by the Owner will subject to payment of its and the County Council's

reasonable costs by the Owner execute a deed of release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on The Council's Register of Local Land Charges

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of The Council or the County Council in the exercise of their functions as Local Planning Authority and Library Service Provider and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if The Council or the County Council were not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.3 No Waiver

No waiver (whether express or implied) by The Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent The Council or the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

3.4 No person shall be liable under this Agreement for any breach of the covenants contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any person's interest in the Site or any part thereof in respect of which any such breach has taken place

3.5 The Council and The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Site but without prejudice to any liability arising prior thereto

4. NOTICES

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

| | |
|--------------------|---|
| The Council | The Strategic Director and Chief Planner (Community Services) Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU |
| The County Council | Head of Law County Hall Martineau Lane Norwich NR1 2DH |
| The Owner | The Old School Little Cressingham Thetford Norfolk IP25 6NT |
| The Mortgagee | National Westminster Bank PLC Credit Documentation, PO Box 339 Manchester M60 2AH |

or such other address for service as may be notified by one party to the other in accordance with the provisions of this clause 4

- 4.3 Any notice or other written communication to be given by The Council or County Council shall be deemed to be valid and effective if on its face it is signed on behalf of The Council or County Council by a duly authorised officer

5. THIRD PARTIES

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

6. COSTS

- 6.1 The Owner shall on completion of this Agreement pay The Council's and the County Council's reasonable legal and administrative costs properly incurred in the preparation negotiation and completion of this Agreement

7. PAYMENT OF INTEREST

- 7.1 The Owner shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

8. VAT

- 8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

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

9. JURISDICTION

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

10. COMPENSATION

- 10.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Agreement are hereby waived

11. TITLE WARRANTY

- 11.1 The Owner hereby covenants that it is the freehold owner of the Owner's Land subject to the Mortgagee's interest and has full power to enter into this Agreement and that save for the Mortgagee's interest the Owner's Land is free from all charges or other encumbrances

12. DISPUTE RESOLUTION

- 12.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 12.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute

Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

12.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties

12.4 Nothing in this clause shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

13. NOTIFICATION

13.1 The Owner agrees to notify The Council and the County Council of the reaching of any of the occupation or completion thresholds relating to the Dwelling Units contained in this Agreement, such notification to be given within 30 days of reaching such threshold

14. PLANNING OBLIGATIONS

14.1 The Owner hereby covenants with The Council to carry out and comply with the obligations and restrictions set out in Schedule 1 to this Agreement

14.2 The Owner hereby covenants with The Council that following the construction and planting of the Private Woodland the Private Woodland will be managed and maintained in accordance with the Private Woodland Landscape Management Plan

14.3 The Owner hereby covenants with The Council that the Woodland Maintenance Contribution as increased by the Inflation Provision shall be paid by the Owner (or its successors in title) to The Council within twelve months of

the first Dwelling Unit being Occupied on the Site which Contribution shall be used toward the maintenance and up-keep of the Community Woodland

- 14.4.(i) The Owner hereby covenants with The Council that the Community Woodland will be laid out in a condition to be transferred in accordance with this Clause within twelve (12) months of the Commencement of the Development and that such condition shall be the completion of the works referred to in the Community Woodland Landscape Management Plan as requiring completion in Year 1 and the Owner shall within fifteen (15) months of Commencement of Development offer to transfer the Community Woodland to The Council or to such public or local amenity body as The Council and the Owner shall agree in writing which transfer shall include the terms and conditions as set out at Appendix 2 to this Agreement and the Owner shall not unreasonably delay or prevent the completion of or unreasonably refuse to complete a deed of transfer following its offer to transfer the Community Woodland
- 14.4 (ii) Following the completion of the Community Woodland to the standard required for Year 1 in accordance with the Community Woodland Management Plan the Community Woodland shall at all times be maintained in accordance with the Community Woodland Landscape Management Plan
- 14.4 (iii) Following the completion of the Community Woodland to the standard required for Year 1 in accordance with the Community Woodland Management Plan the Owner shall neither use nor permit to be used the Community Woodland other than as a community woodland for the use of the public.
- 14.5 The Owner hereby covenants with The Council to put in place prior to the occupation of the first Dwelling Unit on the Site appropriate arrangements for the SuDS within the Site to be maintained in perpetuity
- 14.6 The Owner hereby covenants with the County Council to pay the Library Contribution to the County Council prior to the Occupation of the fifth Dwelling Unit on the Site

- 14.7 The Owner shall construct the footpath from the Site to Badgers Brook Road in accordance with the Application across The Council's Land prior to Occupation of the first Dwelling Unit on the Site PROVIDED THAT the Owner shall only be required to construct the footpath if there remains at all times prior to Occupation of the first Dwelling Unit on the Site an easement in favour of the Owner giving the Owner sufficient rights for the construction of the footpath
- 14.8 The Owner covenants with The Council to pay The Council the Monitoring Fee prior to Commencement of Development.

15 MORTGAGEE

- 15.1 The Mortgagee hereby consents to the giving of the obligations on the part of the Owner herein contained and the Mortgagee hereby agrees to be bound by the said obligations
- 15.2 The Mortgagee shall only be directly liable for the breach of any of the obligations contained in this Agreement during any such periods as it is a mortgagee in possession of the Land and PROVIDED THAT any such liability shall not arise in respect of any breach occurring prior to it becoming a mortgagee in possession of the Land notwithstanding that such matter shall continue for any such period during which it is a mortgagee in possession of the Land and shall bind and be enforceable against successors in title to the Mortgagee

16 COUNTY COUNCIL'S COVENANT

- 16.1 The County Council hereby covenants with the Owner that it shall pay the whole or any part of the Library Contribution received into a designated

interest-bearing account and shall apply the principal and interest thereon towards the improvement and provision of library facilities in the area

- 16.2 The County Council hereby covenants with the Owner that in the event that the Library Contribution has not been committed (by way of a contract or by the expenditure of the monies) within 5 years of completion of the Development then the County Council shall repay to the payer so much of the Library Contribution as shall remain uncommitted together with any accrued interest thereon.

17 COUNCIL'S COVENANTS

- 17.1 The Council hereby covenants with the Owner that from the date of transfer of the Community Woodland to The Council pursuant to clause 14.4 hereof it shall maintain the Community Woodland at all times in accordance with the Landscape Management Plan
- 17.2 The Council hereby covenants with the Owner that from the date of transfer of the Community Woodland to The Council pursuant to clause 14.4 hereof The Council shall neither use nor permit to be used the Community Woodland other than as a community woodland for the use of the public.
- 17.3 The Council hereby covenants with the Owner that it shall pay the whole or any part of the Woodland Maintenance Contribution received into a designated interest-bearing account and shall apply the principal and interest thereon towards the maintenance of the Community Woodland
- 17.4 The Council hereby covenants with the Owner that in the event that the Woodland Maintenance Contribution has not been committed (by way of a contract or by the expenditure of the monies) within 20 years of the date of receipt of the balance of the Woodland Maintenance Contribution then the Council shall repay to the payer so much of the Woodland Maintenance Contribution as shall remain uncommitted together with any accrued interest thereon.

SCHEDULE 1

1. AFFORDABLE HOUSING

- 1.1** To construct or procure the construction of the Affordable Housing Units in accordance with current Homes and Communities Agency Design and Quality Standards where possible and to meet the Code for Sustainable Homes Level 3 and to complete the construction of the Affordable Housing Units prior to commencement of construction of the fifteenth Open Market Unit on the Site
- 1.2** Not to use allow or permit the Affordable Housing Units to be Occupied for any purpose other than as Affordable Rental Units and/or Shared Ownership Dwellings
- 1.3** The Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers unless The Council first agrees otherwise in writing
- 1.4** The Owner shall not dispose of its interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to a Registered Social Landlord unless The Council agrees otherwise in writing
- 1.5** Paragraphs 1.2 1.3 and 1.4 above:
 - (i)** shall not be binding upon any mortgagee in possession of any of the Affordable Housing Units or part thereof or any mortgagee in possession of any Shared Ownership Dwelling under a charge of a Shared Ownership Lease or manager (including an administrative receiver) for such mortgagee nor any receiver; or
 - (ii)** shall not be binding upon any person (including that person's successor in title) deriving title under such mortgagee receiver or administrative receiver; and
 - (iii)** Shall cease to apply to any of the Affordable Housing Units where the Owner shall be required to dispose of such Units pursuant to a right to

APPENDIX 1

Local Lettings Policy for Littlewood House, Drayton

The policy will apply to all categories of properties on the basis of 100% of all lettings for the first 80 years.

The Council and its partners are committed to the Common Housing Register with a direct nomination system where one household is nominated in priority order for any vacancy. All properties will be advertised through the Choice Based Lettings Scheme – Home Options.

Criteria for Selecting Nominations

In the case of general needs accommodation the Council will make nominations in line with its current allocation policy and lettings plan based on the following allocation criteria:

1. Residents of the parish of Drayton who have lived in the parish for a total of at least 3 of the last 10 years.
2. Former residents of the parish of Drayton who have had their main home in the parish for 3 of the last 10 years.
3. Households who need to move to the parish of Drayton to give/receive support from close family/relatives.
4. Residents of the adjacent parishes of Hellesdon, Horsford, Felthorpe and Taverham who have lived in these parishes for the last three years.
5. People who have lived or worked in the parish of Drayton for less than 3 years.
6. Residents of Hellesdon, Horsford, Felthorpe and Taverham who have lived in these parishes for less than 3 years.
7. Residents of Broadland District
8. Any other person

Administrative Procedure for nominations

The administrative procedure for nominations shall be in accordance with the operational procedures of the Common Housing Register and Home Options as amended from time to time, or in accordance with such alternative procedures as the Council and its partners shall agree between themselves.

APPENDIX 2

Provisions to be contained in the transfer of the Community Woodland:-

- The Community Woodland shall be transferred with full title guarantee.
- The transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for the purpose it is being transferred.
- The transferee shall be given rights of way with or without vehicles to connect the Community Woodland to the public highway.
- Consideration for the transfer shall be £1.00.
- The costs of the preparation and registration of the transfer shall be borne by the Transferor.

Woodland Management Plan – 14th May 2009

Contents

- 1.0 Introduction
- 2.0 The Long Term Vision
- 3.0 Objects of Management
- 4.0 Method of Working
- 5.0 General Prescriptions
- 6.0 Notes on Each Management Compartment including Short and Long Term
- 7.0 Prescriptions
- 8.0 Protection
- 9.0 Special Conservation Measures
- 10.0 Managing Risk of Tree Failure
- 11.0 Permissions and Constraints
- 12.0 Review, Audit and Consultation

Appendices

- Appendix 1 Littlewood Community Woodland Plan
(Showing woodland boundaries and management Compartment boundaries)

1. INTRODUCTION

- 1.1 Abel Homes Ltd, the owners of Littlewood House, proposes to undertake a residential development on the site. The former large Victorian house that occupied the site has been demolished following its destruction by fire. The house was set in a large garden and was surrounded by extensive wooded grounds. There is an existing planning permission in place to build 22 housing units on the site. However, Abel Homes wish to submit a new application for a revised layout of the new properties designed to blend with the woodland setting. Most of the existing trees within the garden area and adjoining woods will be retained and protected in the course of the construction. The new dwellings will be set in an area of private woodland to which the occupiers will have communal access.
- 1.2 As part of the new design and application approximately 4.18 ha (11.43 acres) of the former grounds will be designated as a Community Woodland. The woodland will be managed by Broadland District Council who will encourage community groups to become involved in day to day management. Ownership of this area will, subject to obtaining revised planning permission, will be transferred to Broadland District Council in trust for the people of Drayton. There will be free public access during daylight hours. However, this access will be channelled along new and existing paths and away from boundaries with neighbouring properties. Dense cover and thorny native woody shrubs will be used to exclude access and form a conservation area.
- 1.3 This plan has been prepared in consultation with the interested members of the community. It sets out management proposals for the next twenty years providing a clear set of aims and objectives to aid planning and help source grant aid.
- 1.4 Abel Homes will finance and complete works required in the first year of the plan to ensure the woodland is handed over to the community in good condition particularly in respect of health and safety. A commuted sum will also be provided to help with future management.
- 1.5 The plan takes full account of the wildlife on site and has been prepared after consultation with Mr John Goldsmith of Aurum Ecology who has produced a separate ecological report for the area, focusing on the preservation and management of protected species.

2. THE LONG TERM VISION

- 2.1 The long term aim is to preserve the existing woodland for the benefit of both the community and the wildlife. The wood will be managed in a fully

sustainable way for the enjoyment of future generations.

- 2.2 At the end of the plan period, it is hoped that the area will prove a valuable amenity for the local people with well used paths and a positive role in the life of the community. The woodland will provide educational benefits, landscape amenity and recreational opportunities.

3. OBJECTS OF MANAGEMENT

- 3.1 The primary objects of management are as follows:
- To maintain continuous woodland cover and manage the woodland on a fully sustainable basis.
 - To maintain and enhance wildlife habitats especially for species listed in the Norfolk Biodiversity Action Plan as requiring special protection.
 - To ensure, as far as is reasonably practical, that trees within the wood do not pose significant risks to third parties.
 - To be good neighbours and manage edge trees to avoid nuisance.
 - To preserve the local landscape.
 - To provide recreational opportunities for local residents.
 - To provide educational benefits through the involvement of local schools.
 - To provide cultural enrichment and encourage the use of the woodland for outdoor art projects.

4. METHOD OF WORKING

- 4.1 The plan period will be 20 years from the date of commencement of the works with detailed prescriptions for the first 5 years and outline prescriptions for the remainder of the period.
- 4.2 The woodland has been divided into five Compartments. Compartments are management zones within a wood that normally require uniform treatment. Each Compartment will be provided with separate management prescriptions. The woodland boundaries and management Compartment boundaries are shown on the site plan that forms Appendix 1.

5. GENERAL PRESCRIPTIONS

- 5.1 Compartments 2a, 2c, and 2e will be managed on a continuous cover system, never clear felling the wood and having a range of age classes from seedling to veteran tree present in the same compartment. Natural regeneration will be the main method of regeneration, which will be supplemented by planting, where necessary, by planting. Natural regeneration will be managed thinning to an initial density of 1100 trees per ha. There will be no set rotation age with suitable trees retained

towards veteran status. Native species will be favoured and standing conifers, Sycamore and Norway Maple will be gradually replaced. Natural regeneration of exotic species will also be controlled.

- 5.2 Compartment 2d will be converted to wood pasture to provide grassland habitat suitable for reptiles, particularly slow worms and grass snakes.

6.0 **NOTES ON EACH MANAGEMENT COMPARTMENT INCLUDING SHORT AND LONG TERM PRESCRIPTIONS**

6.1 **COMPARTMENT 2A – 0.95 ha**

Notes

- 6.2 This area will be designated a conservation area within the Community Woodland and will be managed to improve ground cover and wildlife habitats. As it is situated close to residential properties to the north excluding the public will maintain security and privacy for the residents.

Years 1 to 5

- 6.3 This area will be fenced off from the new public footpath running parallel to the drive as part of the main development. A thorny woody shrub margin will be planted beyond the new fence along the entire southern boundary of the zone consisting of a triple staggered row of woody shrubs (60 to 90cm). Species including 60% Hawthorn, 30% Blackthorn and 10% Dog Rose will be planted in a random mixture at 1m centres. All plants will be protected by individual spiral shelters (50mm x 600mm) supported by a 90cm (12 to 14lb) bamboo cane.
- 6.4 The trees in this compartment will be selectively thinned removing no more than 20% by number. Existing gaps and glades will be enlarged to promote natural regeneration. Lop and top will be chipped and the chips used to the creation of new paths in other compartments. Stem and branch wood will be used to form conservation piles or fallen dead wood. Ivy will be controlled freeing the crowns from competition by stripping out or severing at the base as appropriate.
- 6.5 On the northern boundary of the compartment adjoining the residential properties a new native hedge will be planted consisting of a double staggered row of woody shrubs (60 to 90cm) in random mixture at 500mm centres. Species including 60% Hawthorn, 30% Blackthorn and 5% Hazel and 5% Field Maple. All plants will be protected by individual spiral shelters (50mm x 600mm) supported by a 90cm (12 to 14lb) bamboo cane.

Years 6 to 20

- 6.6 Natural regeneration will be managed by re-spacing supplemented by enrichment planting with native trees and woody shrubs. Species for enrichment will include 40% Beech, 20% Hornbeam, 10% Oak, 10% Holly, 5% Field Maple, 5% Hazel, 5% Hawthorn and 5% Blackthorn. Planting will be in species groups of nine trees in a random mixture at approximately 3m approximate centres between trees. Beech and Holly will be used under shade.

The woody shrubs and new hedging planted in year 1 and any enrichment planting will be maintained for the remaining four years. Weeds will be controlled by mulching with composted wood chip for an area of 1m² around each tree. All failures will be replaced with trees the same size and quality.

6.7 COMPARTMENT 2b – 0.12 ha

Notes

- 6.8 The avenue of Common Lime is thought to date from 1870. Most of the trees on the west side of the drive have been lost and the avenue could be more accurately described as a row. A number of the Lime are in poor condition with dead wood and wind damaged branches. Open ground around the trees has a dense stocking of spring bulbs but is becoming invaded by bramble, bracken and nettles.
- 6.9 This Compartment is bordered to the south by the access road into the development area of the site, and to the north by the footpath from School Road into the development area.

Years 1 to 5

- 6.10 In Year 1 the condition of Lime trees will be checked by ground inspection, supplemented by climbed inspections as necessary. All work arising from the inspections to reduce the risk from tree hazards will be completed. The crowns of the trees will be raised to allow a clear view up along the avenue. A row of 28 Common Limes will be planted at 10 m spacing on the south side of the drive. Trees will be heavy standards (14 to 16 cm stem girth) either rootballed or containerised. These will be protected by four treated softwood stakes (75mm x 75 mm x 2.4 m) set in the ground at 1.8 and strengthened by eight rails (75 mm x 25 mm) formed into a box. Open ground around the trees will be maintained by Swiping all nettle and bramble areas in Year 1.

- 6.11 In years 2 to 5 the spread of bramble and woody species will be controlled by mowing 50% of the area each September to maintain the spring flora and encourage grass habitat. The newly planted Lime trees will be maintained, controlling weed growth by mulching, and checking and adjusting guards and ties. Any failures will be replaced.

Years 6 to 20

- 6.12 Further climbed inspections of the Limes will be carried out at Years 6, 10, 15 and 20 and any necessary tree work for the good arboricultural management of the trees or health and safety will be completed. Any trees requiring removal will be replaced with standard Lime as specified for Year 1 to 5 planting.
- 6.13 50% of the area will be mown or flailed each year throughout the period. However areas with dense spring bulbs will be avoided.

6.14 COMPARTMENT 2c – 2.2 ha

Notes

- 6.15 This Compartment contains the remnants of the Victorian conifer planting together with planted and naturally regenerated broadleaves including Oak, Beech and Sycamore. At the eastern end of the Compartment there is a dense under story of Holly and woody shrubs. The western section consists of predominantly pole stage and semi mature Oak with some Sycamore and a clear woodland floor. No thinning or management has been carried out in recent years and many trees are becoming suppressed.
- 6.16 Access to this area will be improved by means of a new footpath. A new Lincolnshire style post and rail fence along the road boundary will demarcate the woodland from the School Lane drive.

Years 1 to 5

- 6.17 In Year 1, a new chip path will be constructed through this area linking with the main paths. The route of the path is shown on Appendix 1. The eastern section with the dense understorey will be left unthinned. The western section will be selectively thinned in Year 1 removing no more than 20% of the trees by number. The thinning will favour native species, in particular Oak will be favoured over conifers and Sycamore. Natural regeneration within glades and open areas will be encouraged and managed as described for Compartment 1.
- 6.18 A new Lincolnshire style post and rail fence will be erected along the

drive. This will require ongoing maintenance.

- 6.19 In Years 2 to 5 the chip path will be maintained by clearing encroaching vegetation and topping up the wood chip. Any natural regeneration will be managed.

Years 6 to 20

- 6.20 The whole area including the eastern section will be selectively thinned in Year 10 removing no more than 20% of the trees by number. The thinning will favour native species and seek to remove the majority conifers. The age and size differential will be increased by intermediate trees in favour of smaller or larger specimens. Selective thinning as specified will be carried out in Year 20.

- 6.21 **COMPARTMENT 2d – 0.65 ha**

Notes

- 6.22 This Compartment was once, as shown on old aerial photographs of the area, largely clear of trees. However the area is now reverting to woodland with dense regeneration of Oak, bramble and bracken. The area will be restored to grassland but leaving scattered Oak trees to form 'Wood Pasture'.

Years 1 to 5

- 6.23 In Year 1, the bracken and bramble vegetation will be removed. All tree species will be removed other than 10 young Oak trees at approximately 25 m centres. The roots and stumps will be ground out, removed by using a digger or treated with herbicide as recommended by the projects ecological consultant. The aim will be to achieve open ground to be re-seeded with a suitable native grass mixture. No excavation will be carried out within 5 m of any of the retained trees or the edge of the area. This clearance will be extended to the private woodland section to make a larger habitat feature. Slow worms removed from the development area will be reintroduced to this area when the grass is established.
- 6.24 Also in Year 1 a new chip path will be created to link the area with the Council owned public open space to the west which also has a path linking with Marriott's Way.
- 6.25 In Years 2 to 5, the retained Oak will be pollarded starting with 5 trees in Year 2 and if successful the remaining trees in Year 5. The grass will either be grazed by stock or if grazing is not possible mowed once each year in September. Any encroaching woody vegetation will be cut back

and naturally re-generated trees dug up during winter months and planted in other Compartments.

Years 6 to 20

- 6.25 Annual mowing/grazing and vegetation control will continue throughout the plan period.

6.26 COMPARTMENT 2e – 0.26 ha

Notes

- 6.27 This area adjoins the Marriot's Way long distance path. The dense semi mature Oak and Aspen will form a screen for the woodland and the potential development.

Years 1 to 5

- 6.28 No work is planned for the first five years to maintain screening and dense habitat.

Years 6 to 20

- 6.29 The area will be selectively thinned in years 6, 12 and 18 favouring Oak over Aspen that will be removed by the time of the final thinning.

7. PROTECTION

- 7.1 No deer have been noted in the woodland. However, the deer population of Norfolk is expanding and natural regeneration and newly planted trees may become vulnerable to damage by deer browsing. Damage will be monitored and special protection for regeneration areas provided by either extended individual guards or fencing if required.
- 7.2 All planted trees will be fitted with individual guards of a minimum height of 60 cm to prevent rabbit damage. These will be tree shelters for transplants, spiral guards for standard trees, and spiral shelters for hedging.
- 7.3 Where practicable weed control will be by means of mulching, using composted woodchip. Herbicide will be used only when necessary.
- 7.4 Mature mixed woodland such as this carries a low risk of fire. However, due to periodic mowing and the risk of deliberate lighting of fires, a fire plan will be produced and lodged with the local Fire Brigade giving access points, contact details and the nearest source of water. The site will have

gates at all main entrances and the wood closed to the public in the event of severe drought or extreme fire risk.

8. SPECIAL CONSERVATION MEASURES

- 8.1 All trees for marked for felling within the plan will be checked for the presences of bats by a bat expert before commencing work.
- 8.2 Dead wood habitats will be increased by forming at least 10 habitat piles (1m x 1m x 1m) in each management Compartment. 1 in 30 trees felled will topped at 4 m and left as conservation stumps at 4 m to provide standing dead wood.
- 8.3 Work will normally be timed to avoid the bird nesting season with no work during the period 1st March to 1st September. Work outside this period will be carried out with particular care not to disturb nesting birds and in the event of a nest being discovered prior to commencement, works will be suspended in that area until nesting is finished in that area.
- 8.4 Ten bird boxes will be erected in each Compartment including boxes suitable for hole nesting birds, open front boxes and tree creeper boxes. 20 Bat boxes will be erected over the site. Also 4 Owl boxes will be erected in the large conifers.
- 8.5 Grass mowings will be raked up into piles suitable for grass snakes.

9. EDUCATIONAL AND CULTURAL INITIIVES

- 9.1 The local primary School will be invited to utilise the wood for educational purposes.
- 9.2 The Norwich University College of the Arts will be invited use the woodland for community Art projects. However the projects will not compromise wildlife habitats and comply with the timescales set out in section 8

10. MANAGING THE RISK OF TREE FAILURE

- 10.1 Annual basic tree inspections will be carried out by a competent person looking for obvious defects and paying special attention to trees edging footpaths and adjoining properties. Any trees on which hazardous defects

are noted will receive further examination by a competent arboriculturist. All the trees will be subject to a detailed inspection by a competent arboriculturist at least once every three years. All inspections will be carried out methodically and findings recorded and kept safe for future reference.

- 10.2 Contact with neighbours along the boundaries will be maintained and arboricultural advice and help obtained, as required, to address problems of encroachment and nuisance caused by woodland trees.

11.0 PERMISSIONS AND CONSTRAINTS

- 11.1 The wood is protected by a Tree Preservation Order and therefore no felling or tree work can take place without the written permission of Broadland District Council.
- 11.2 A Felling Licence will be required from the Forestry Commission to carry out the selective thinning prescribed. Grant aid for the programme may also be available from the Forestry Commission via the English Woodland Grant Scheme.

12.0 REVIEW, AUDIT AND CONSULTATION

- 12.1 The plan will be revised at 5 year intervals and the objectives of the plan will be reviewed to ensure they still address the needs of the community. The views of local residents will be canvassed and the next five year programme adjusted to take account of comments and suggestions received.
- 12.2 Ongoing records of wildlife noted within the woodland will be kept. A professional ecologist will carry out a species evaluation at the end of the first five year period and this will be checked against species present at the beginning of the plan. Objectives will be adjusted if significant population changes attributable to woodland management are noted.
- 12.3 Contacts with other community woodland groups will be maintained and progress measured against that achieved elsewhere.

A.T. Coombes

1.0 INTRODUCTION

1.1 The Littlewood House site has been split into two Management Units designated 1 and 2. Management Unit 1 (3.86 ha) includes all the areas associated with the approved Planning Permission for residential development and Management Unit 2 (4.18 ha) the area to be transferred to the ownership of Broadland District Council for use as a Community Woodland.

1.2 Management Unit 1 has been sub divided into two compartments 1a and 1b. Compartment 1a will be an enclosed area of private woodland. This plan sets out a strategy for managing this woodland for the next twenty years.

1.3 Compartment 1b is the central development area including all paths and roads leading into it.

1.4 Access to the enclosed area 1a will be for residents only. However by the use of unobtrusive fencing and tree, woody shrub and wild flower planting in the open spaces between houses the transition between the woodland and developed area will from a landscape standpoint be seamless. In the same way the boundaries between the private and community woodland area (Management Units 1 and 2) will blend into the landscape for example on the southern boundary 1.8m recessive black chain link fencing will be used.

2.0 THE LONG TERM VISION

2.1 The long term aim is to preserve the existing woodland for the benefit of the residents, the wider community and the wildlife. The wood will be managed on a fully sustainable basis using continuous cover group selection system.

2.2 It is envisaged that the new community created by the development will become involved in the management and regeneration of the wood. At the end of the plan the area will have enhanced amenity and a greater range of age classes and wild life habitats.

3.0 OBJECTS OF MANAGEMENT

3.1 The long term management aims, which are very similar to those for the adjoining community woodland, are as follows:

- To maintain continuous woodland cover.
- To enhance wildlife habitats especially for species listed in the Norfolk Biodiversity Action Plan as requiring special protection.
- To, as far as is reasonably practical, to ensure that trees within the wood do not pose significant risks to third parties.

- To operate a good neighbour policy and manage edge trees to avoid nuisance.
- To preserve the landscape amenity of the area.
- To provide recreational opportunities residents of the proposed dwellings.

4.0

METHOD OF WORKING

4.1

The plan period will be 20 years from the date of commencement of works. It is important that the detailed long term management proposals for the trees and woodland have the support and involvement of the new community that has been formed.

4.2

The detailed management plan will be reviewed by Abel Homes after one year and new residents given an opportunity to comment. The major works in the plan will be concentrated in Year 1 to leave the woodland in the best possible condition prior to the completion and occupation of the new dwellings and essential maintenance resulting from these works for a five year period.

4.3

The management work on the site will be carried out by a management company on behalf of the residents thus ensuring the woodland will be properly maintained. However there will be scope for residents to become more closely involved in conservation activities on the site such as maintaining bird and bat boxes and tree planting.

5.0

WORKS TO BE CARRIED OUT IN YEAR 1 OF THE PLAN

5.1

Tree work recommended for good arboricultural management in Appendix 3 of the AIA will be carried out prior to commencement of the construction work in both compartments 1a and 1b. Trees for felling on arboricultural grounds to be reduced to conservation stumps where possible. All work will conform to BS 3998 "Recommendations for Tree work".

5.2

New native woodland will be created on open ground to the west of the development area. The area of the new woodland is 0.2 ha. There will be a minimum of 1600 trees per ha with up to 20% open ground to encourage grassland formation at the woodland fringe. 320 (60 to 90cm) transplants will be planted each protected by individual tree shelters a minimum of 600mm in height and supported by a treated softwood stake 900 x 25mm x 25 mm. Trees will be set at random not rows as the site sloping and highly visible when viewed from the north. Species will include 120 Oak, 30 Ash, 20 Beech, 20 Field Maple, 25 Hazel, 20 Holly, 20 Bird Cherry, 15 Elder, 25 Hawthorn, 10 Crab Apple and 15 Blackthorn. 20% of the area will be left unplanted as open ground.

5.3

Enrichment planting will be carried out in the woodland on the western fringe of the area to provide additional screening; eventual replacement tree planting will include a conifer element for both silvicultural reasons,

winter screening and to preserve the mixed woodland appearance when viewed from the north. 200 transplants (60 to 90 cm) will be used and protected as for the native woodland planting. Species will all be shade bearing and planted at random in gaps in the canopy at minimum 3m centres. Species will include 85 Beech, 35 Holly, 20 Western Hemlock, 20 Giant Fir, 20 Western Red Cedar, 20 Yew and 20 Box.

5.4

On completion of the construction phase all trees will be checked for health and safety by a competent person who must hold a LANTRA professional tree inspection qualification. Any tree work required for health and safety will be completed.

5.5

Work will be carried out in the south eastern corner of the site to restore native grassland habitat primarily to provide additional habitat for reptiles such as slow worms and common lizards. This will complement work in Compartment 2D of the Community Woodland. This will involve removal of all trees and woody species from part of the area other than 5 scattered Oak to be pollarded.

5.6

For a period of five years all planted trees will be maintained with a weed free area of 1 m² around each tree. Well rotted wood chip mulch will be used around all trees to suppress weeds and retain moisture. Mulching will be supplemented with glyphosate herbicide treatment if required. All guards and supports will be checked and maintained in good condition. Any failures that occur will be replaced with trees of the same species, size and quality.

5.7

The woodland and open grassland within the area will be fenced off from the developed area by non intrusive fencing; The woodland and open grassland within the fenced area will therefore have fewer disturbances than the Community Woodland area and will provide an excellent refuge for wild life. The woodland theme will be carried into the front gardens of the proposed properties by the planting of low growing native woody shrubs, woodland wildflowers and grasses. See the separate landscaping proposals for full details.

6.0 WORK REQUIRED YEARS 2 TO 5

- A health and safety tree survey will be completed in Years 3 and 5.
- Throughout the period all planted trees will be maintained with a weed free area of 1 m² around each tree. All guards and supports will be checked and maintained in good condition. Any failures that occur will be replaced with trees of the same species, size and quality as used in the original planting.
- Clear intrusive woody growth from area of native grassland by hand /machine cutting supplemented by grazing of domestic stock if possible.
- Any naturally regenerated trees will be thinned to 3m centres and protected with minimum 60 cm tree shelters or rabbit proof

fencing. Only native species will be protected. Thinning to favour native species.

6.1 WORK REQUIRED YEARS 5 TO 10

- A Health and safety tree survey will be completed in Year 8.
- All guards and supports will be checked and removed as appropriate.
- Intrusive woody growth from area of native grassland will be cleared by hand/machine cutting on an annual basis supplemented by grazing of domestic stock if possible.
- The trees will be selectively thinned in Year 10 removing no more than 15% of the trees by number. The aim of the thinning will be to favour native species, create space for further natural regeneration and, as far as is practicable remove middle sized middle aged trees to widen the age class structure of the woodland. Thinning will also seek to widen existing glades to facilitate natural regeneration.
- Any naturally regenerated trees will be thinned to 3m centres and protected with minimum 60 cm tree shelters or rabbit proof fencing. Only native species will be protected. Thinning to favour native species.

6.2 WORK REQUIRED YEARS 10 TO 15

- A Health and safety tree survey will be completed in Years 12 and 15.
- All tree guards and supports will be checked and removed as appropriate.
- Intrusive woody growth from area of native grassland will be cleared by hand/machine cutting on an annual basis supplemented by grazing of domestic stock if possible.
- Any naturally regenerated trees will be thinned to 3m centres and protected with minimum 60 cm tree shelters or rabbit proof fencing. Only native species will be protected. Thinning to favour native species.

6.3 WORK REQUIRED YEARS 15 TO 20

- A Health and safety tree survey will be completed in Year 18.
- All tree guards and supports will be checked and removed as appropriate.
- Intrusive woody growth from area of native grassland will be cleared by hand/machine cutting on an annual basis supplemented by grazing of domestic stock if possible.
- The trees will be selectively thinned in Year 20 removing no more than 15% of the trees by number. The aim of the thinning will be

to favour native species, create space for further natural regeneration and, as far as is practicable remove middle sized middle aged trees to widen the age class structure of the woodland. Thinning will also seek to widen existing glades to facilitate natural regeneration. 10% of the trees to be felled will be left as conservation stumps 3 to 5 m in height.

- Any naturally regenerated trees will be thinned to 3m centres and protected with minimum 60 cm tree shelters or rabbit proof fencing. Only native species will be protected. Thinning to favour native species.

7.0 GENERAL PRESCRIPTIONS

- 7.1 The private woodland will be managed as for the community woodland on a continuous cover system, never clear felling the wood and having a range of age classes from seedling to veteran tree present in the same compartment. Natural regeneration will be the main method of regeneration, which will be supplemented by planting, where necessary, by planting. Natural regeneration will be managed thinning to an initial density of 1100 trees per ha. There will be no set rotation age with suitable trees retained towards veteran status. Native species will be favoured and standing conifers, Sycamore and Norway Maple will be gradually replaced. Natural regeneration of exotic species will also be controlled.

8.0 WOODLAND PROTECTION

- 8.1 No deer have been noted in the woodland. However, the deer population of Norfolk is expanding and natural regeneration and newly planted trees may be vulnerable to damage by deer browsing. Damage will be monitored and special protection for regeneration areas provided by either extended individual guards or fencing if required.
- 8.2 All planted trees will be fitted with individual guards of a minimum height of 60 cm to prevent rabbit damage. These will be tree shelters for transplants, spiral guards for standard trees, and spiral shelters for hedging.
- 8.3 Weed control will be by means of mulching, using composted woodchip from tree work. Pesticides use be confined to the herbicide glyphosate. .
- 8.4 Mature mixed woodland such as this carries a low risk of fire. However, due to periodic mowing and the risk of deliberate lighting of fires, a fire plan will be produced and lodged with the local Fire Brigade giving access points, contact details and the nearest source of water. The site will have gates at all main entrances and the wood closed to the public in the event of severe drought or extreme fire risk.

9.0 SPECIAL CONSERVATION MEASURES

- 9.1 All trees designated for felling within the plan will be checked for the presence of bats by a bat expert before commencing work.
- 9.2 Dead wood habitats will be increased by forming at least 10 habitat piles (1m x 1m x 1m). 10% of trees felled will be topped at 3 to 5 m and left as conservation stumps provide standing dead wood.
- 9.2 Work will be timed to avoid the bird nesting season with no work during the period 1st March to 1st September.

10.0 PERMISSIONS AND CONSTRAINTS

- 10.1 The wood is protected by a Tree Preservation Order and therefore no felling or tree work can take place without the written permission of Broadland District Council.
- 10.2 A Felling Licence will be required from the Forestry Commission to carry out any of the selective thinning prescribed. Grant aid for the programme may also be available from the Forestry Commission via the English Woodland Grant Scheme.

11.0 REVIEW, AUDIT AND CONSULTATION

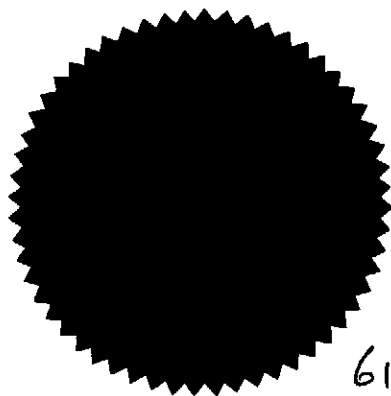
- 11.1 The plan will be reviewed after one year by Abel Homes when the residents will be consulted and fully revised at 5 year intervals. At the end of each five year period the objectives of the plan will be reviewed to ensure they still address the needs of the residents. The views of all residents will be canvassed and each five year programme adjusted to take account of comments and suggestions received.
- 11.2 Ongoing records of wildlife noted within the woodland will be kept. A professional ecologist will carry out a species evaluation at the end of the first five year period and this will be checked against species present at the beginning of the plan. Fixed point photography will be used to monitor changes in woodland structure. Objectives will be adjusted if significant population changes attributable to woodland management are noted.
- 11.3 Regular contact will be maintained with the Community Woodland management team. There will be co-operation on protection, tree safety and boundary issues as required. Progress towards a fully sustainable woodland condition will be compared to that achieved in the neighbouring wood.

A. T. Coombes

buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable

EXECUTED by the parties hereto as a deed on the date written above

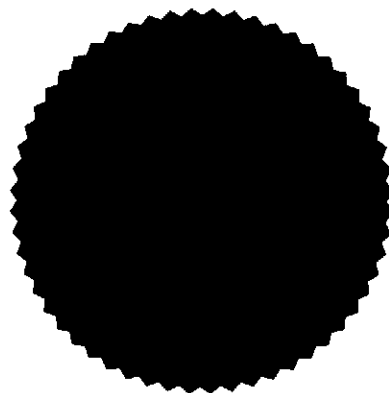
THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of)



6163


Head of Corporate Services
and Monitoring Officer

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







Head of Law

EXECUTED AS A DEED by)
ABEL HOMES LIMITED)
Acting by)

Director

Director/Witness

Signed and Delivered as a deed)
for and on behalf of National Westminster
Bank Plc by a duly authorised Attorney)
in the presence of:- *MARYN ROEMER*



Witness' Signature - Bank Employee



*CPM 4713 DOCUMENTED
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