

(FOR INFORMATION ONLY)

**Memorandum of Understanding**

Between

**Broadland District Council (The Council)**

And

..... **(The Landowner)**

This Memorandum of Understanding (MOU) sets out the terms and understanding between The Council and The Landowner regarding the planting of trees on land ..... (The Land) as set out in The Landowner's application to the grant scheme.

The Council has agreed to fund..... trees and guards to assist with the planting of trees on The Land.

This MOU is not exhaustive and is not, nor is it intended to be, legally binding except as specifically set out below.

**Background**

The Council is committed to supporting tree planting across the district.

The tree planting scheme that forms the focus on this MOU is intended to deliver long-term biodiversity and habitat enhancement to the local area, therefore benefitting the community as well as supporting with absorption and storage of harmful carbon dioxide emissions.

**The Proposal**

The Council is proposing to fund the trees and guards to plant trees on The Land.

**Purpose and terms**

This MOU also sets out to establish that, once planted, the trees are the sole responsibility of The Landowner, and will therefore need to be maintained by The Landowner in perpetuity.

In signing this MOU, The Landowner shall also commit to replacing any trees that die as result of negligence (i.e. not watering in dry periods), lack of maintenance or intentional damage within the first five years of this agreement. Any trees that die will need to be replaced on a like-for-like basis.

In signing this MOU, The Landowner accepts that the trees planted on The Land are for the long-term benefit of the environment and therefore agrees that no tree shall be cut down or removed for a minimum of 10 years without prior consent being granted by The Council.

In signing this MOU, The Landowner shall commit to bear full responsibility for the following:

- Any underground or over-ground utilities on the land
- Any issues with adjacent landowners
- That the tree planting will not affect a Public Right of Way
- That the tree planting locations are not covered by any designations, protected habitats or species.

In signing this MOU, The Landowner shall also commit to collecting and recycling or re-using, in due course, any plastic, non-biodegradable tree guards funded by The Council as part of this grant.

### **Duration**

This MOU may be modified by mutual consent of authorised officials from The Council or The Landowner. This MOU shall become effective upon signature by the authorised officials from The Council or The Landowner.

### **Contact Information:**

Broadland District Council (The Council)

Mr George Denton, Assistant Director for Economic Growth

Broadland District Council

Horizon Centre

Peachman Way

Norwich

NR7 0WF

Signature:

Date:

..... (The Landowner)

<INSERT ADDRESS>

Signature:

Date: