

DATED

15th August

2014

PORTSDOWN HILL LIMITED

(1)

and

TREVOR EARNEST BROWN

(2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(3)

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to land at

43 Portsdown Hill Road Havant Hampshire

PO9 3JU

Jo Barden-Hernandez
Solicitor to the Council
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant, Hampshire
PO9 2AX

THIS DEED is made the 1st day of August
BETWEEN

2014

- (1) PORTSDOWN HILL LIMITED (Comp. Reg. No. 08818292) whose registered office is at 10 London Mews, London, W2 1HY ("the Developer")
- (2) TREVOR EARNEST BROWN of West Mead, 43 Portsdown Hill Road, Havant Hampshire PO9 3JU ("the Owner") and
- (3) THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("the Council")

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Land is situate
- (2) The Owner is the registered proprietor of the Land being registered at the Land Registry under Title Number HP268123.
- (3) The Developer intends to develop the Site pursuant to the Planning Permission and has entered into an Agreement for Sale dated 7 February 2014
- (4) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive and incidental to the Council's functions
- (5) The Developer has submitted the Application for the Development to the Council and the Council being desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land is minded to grant planning permission pursuant to the Application.

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Deed is made pursuant to:

- a) Section 106 of the Town and Country Planning Act 1990
- b) Section 111 of the Local Government Act 1972

to the intent that it shall bind the Owner and Developer and the successors in title to each and every part of the Land and its assigns

2. Interpretation

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a

Clause Schedule or Recital to this Agreement

2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement

2.3 In this Agreement where the context so admits:

2.3.1 words importing one gender shall include all other genders

2.3.2 words importing the singular shall include the plural and vice versa

3. Planning Obligations

The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council

4. Covenants Binding on Commencement of Development

4.1 The covenants, undertakings, obligations and restrictions in this Agreement shall become binding on the parties to this Agreement upon Commencement of Development

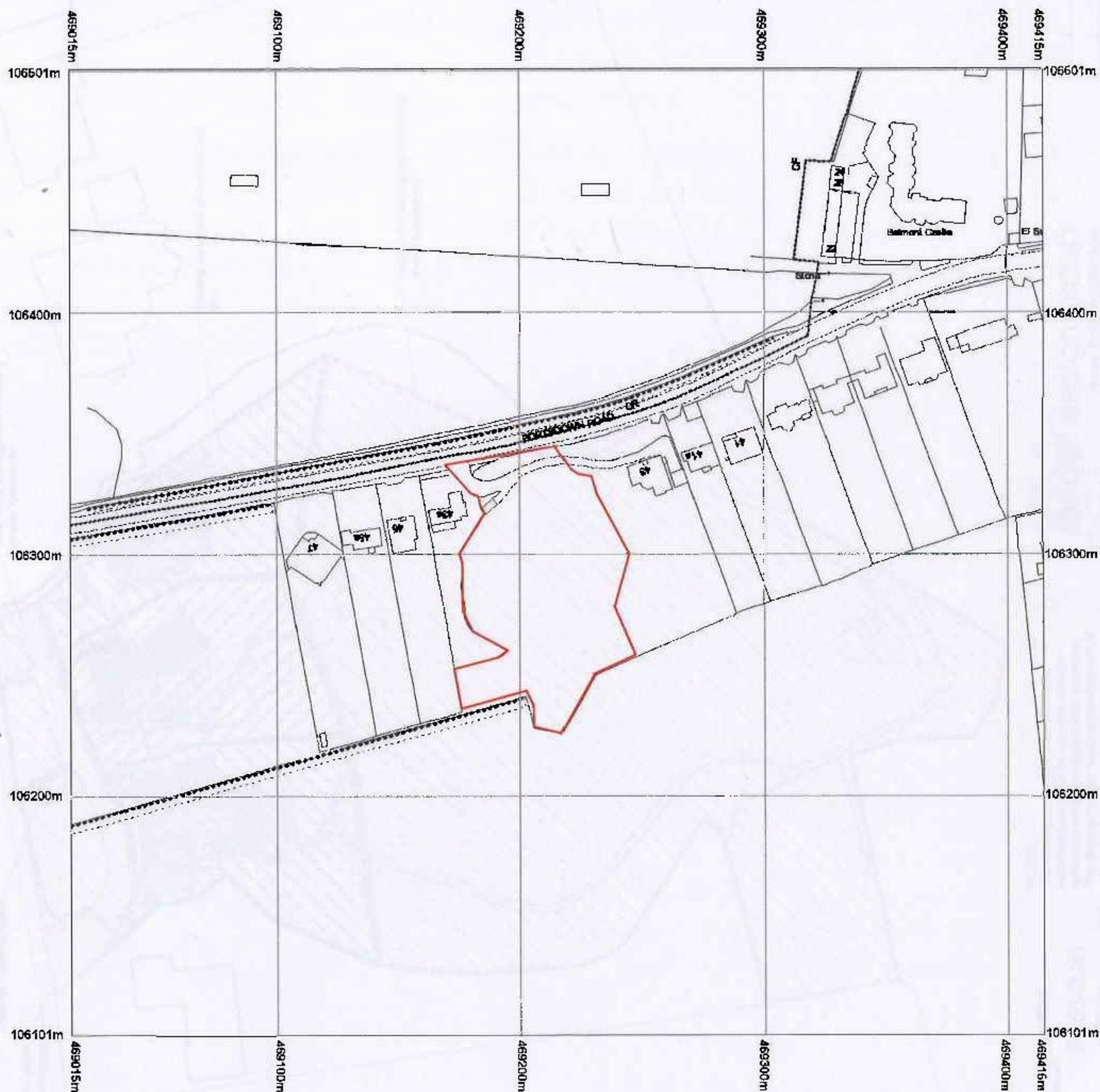
5. Definitions

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

"The Act" Means the Town and Country Planning Act 1990 as amended.

"the Application" Means the application submitted to the Council by the Owner given reference number APP/14/00420 for the Development

"Commencement of Development" 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, diversion and laying of services, erection of any



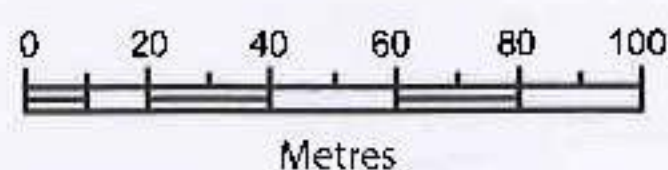
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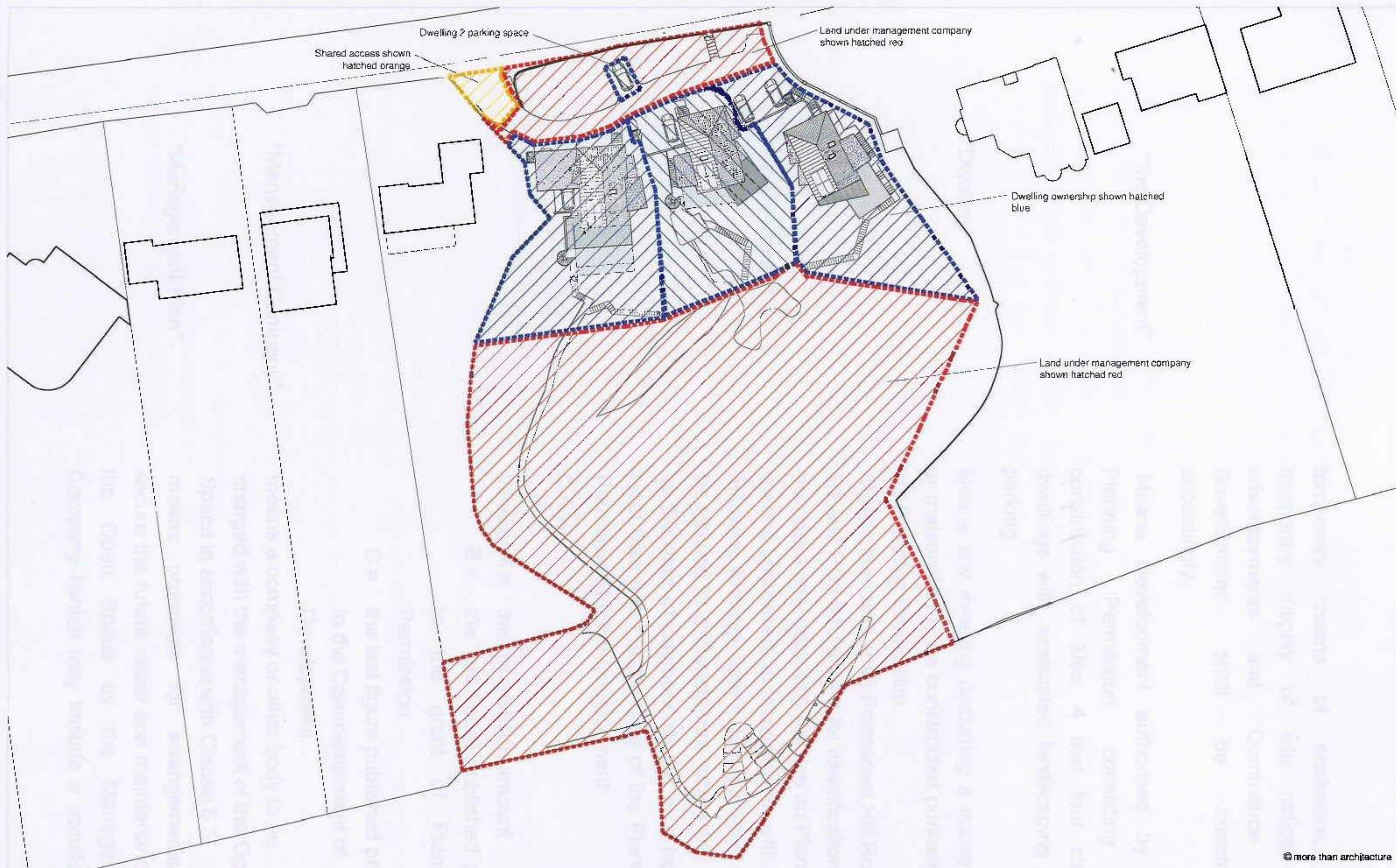
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PROJECT: Portsdown Hill Ltd
Residential Development
Portsdown Hill Road

DRAWING TITLE: Land management plan

DATE: Apr 2014
DRAWING NO: P053/2.21
REV. 8
DESCRIPTION: DATE

NOTES:
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Plan B

temporary means of enclosure, the temporary display of site notices or advertisements and "Commence the Development" shall be construed accordingly.

"the Development"

Means Development authorised by the Planning Permission consisting of construction of 3No. 4 bed four storey dwellings with associated landscaping and parking

"Dwelling"

Means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

"the Land"

Means the Land at 43 Portsdown Hill Road, Havant PO9 3JU shown for identification purposes only edged by red line on Plan A

"Index Linked"

means increased in accordance with the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the date of the Planning Permission for the Development:

$$\frac{A \times C}{B}$$

B

Where: A = the contribution amount

B = the last figure published prior to the grant of Planning Permission

C = the last figure published prior to the Commencement of Development

"Management Company"

means a company or other body to be charged with the management of the Open Space in accordance with Clause 6.3

"Management Plan"

means proposals for arrangements to secure the future repair and maintenance of the Open Space by the Management Company (which may include a transfer of

the Open Space to the Management Company or the granting of a long lease of the Open Space by the Owner in favour of the Management Company) so as to ensure that the Open Space is properly repaired and maintained in accordance with the Woodland Management Plan as appended such proposals to include details of how the costs of cleaning repairing and maintaining the Open Space, shall be met (by residents of the Development or otherwise);

"the Monitoring Costs Contribution"

means the sum of Five Hundred and Forty One Pounds and Eighty Pence £541.80 Index Linked (being applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to monitor coordinate and enforce section 106 Obligations.

"Occupation"

means occupation of any Dwelling comprised within the Development for residential purposes and Occupy shall be construed accordingly

"the Open Space"

Means those areas of the Land within the Development shown hatched red on Plan B

"the Owner"

Means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed of Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described in recital 2 of this Agreement being a person or persons identified in accordance with Section 106 (9)(c) of the Act.

"Plan A"

Means the location plan annexed hereto marked "A"

"Plan B"	Means the plan titled Land Management Plan drawing no.P053/2.21 rev B annexed hereto marked "B"
"the Planning Permission"	Means the planning permission for the Development.
"the Solent Disturbance Mitigation Project Contribution"	Means the sum of Five Hundred and Sixteen Pounds (£516.00) Index Linked being a contribution (to be applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs incurred by the Council or the County Council in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework in accordance with policy DM24 of the Havant Borough Local Plan (Allocations) Submission Version December 2013.
"the Woodland Management Plan"	Means the plan prepared by Chris Alder of Barrell Tree Consultancy dated 26 June 2014 ref 14186-WMP-CA

6 Owner's Obligations

Contributions

- 6.1 The Owner covenants not to Commence the Development permitted by the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council the Solent Disturbance Mitigations Project Contribution (Index Linked).
- 6.2 The Owner covenants not to Commence the Development permitted by the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council the Monitoring Costs Contribution (Index Linked).

Management of the Open Space

- 6.3 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably

withheld or delayed) the Owner's proposal for an entity to be responsible for the maintenance and management of the Open Space such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company")

- 6.4 The Owner shall not Occupy or cause or permit Occupation of any Dwelling on the Land until:
- (i) the Management Company has been formed in accordance with the approved proposal; and
 - (ii) the Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)
- 6.5 Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-
- 6.5.1 a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing repairing maintaining and cleansing of the Open Space;
 - 6.5.2 the Management Plan; and
 - 6.5.3 proposals for arrangements to secure the future access for the public to the Open Space
- 6.6 Any submission of documents or details to the Council pursuant to this Clause 6 shall include a reference to the Planning Permission the date and parties to this Agreement, and the clause under which approval is sought, together with a statement of the date by which a decision must be given by the Council
- 6.7 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraph 6.5 above within one month of receipt of such details.
- 6.8 As soon as reasonably practicable after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer and/or the Management Plan (which approval may include such reasonable modifications as the Council considers reasonably appropriate) the Owner shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within one month of the completion of the registration of the Company.

6.9 The Owner shall repair and maintain the Open Space to the reasonable satisfaction of the Council until such time as the Management Company is registered and the Management Plan is approved by the Council (such approval not to be unreasonably withheld or delayed) and have been fully implemented. The Open Space shall continue to be managed and maintained in full accordance with the approved Management Plan in perpetuity.

6.10 At any time prior to the expiry of six months from the Commencement of Development the Owner may submit to the Council for its written approval alternative proposals for the Management Plan of the Open Space, (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of this clause 6 shall apply to the extent that the Owner shall remain responsible for the maintenance and upkeep of the Open Space, without prejudice to the generality of paragraph 6.9 above until such alternative arrangements (as approved by the Council such approval not to be unreasonably withheld or delayed) have been fully implemented

7. Commencement of Development

7.1 The Owner/Developer shall notify the Council in writing at least 7 days before Commencement of Development of the Planning Permission.

8. Council Discretion

8.1 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS THAT this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may or have been at any time issued by the Council or any other appropriate person pursuant to the provisions of the said Act

9. Disputes

9.1 Any dispute or difference between the parties in connection with this Agreement (which shall include any matter hereunder which the Council has the discretion to agree or approve but does not do so) shall be referred to and determined by a single arbitrator to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate

professional body as may be agreed between the parties and any person appointed shall act as arbitrator under the Arbitration Act 1996. Such arbitrator's decision (in writing) (including without limitation as to the payment of costs of the arbitration) shall be final and binding upon the parties save in respect of any decision which is founded upon error in law or legal interpretation by such arbitrator.

10. No Waiver

- 10.1 No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

11. Successors

- 11.1 The expression "the Owner" and "the Developer" shall include their respective successors in title and assigns.

12. Council Successors

- 12.1 The expression "the Council" shall include successors to its functions as Local Planning Authority for the purposes of the Town and Country Planning Act 1990.

13. Notices

- 13.1 Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Executive Head of Planning and Built Environment.

14. Third Parties

- 14.1 The Contracts Rights of Third Parties Act 1999 shall not apply to this Agreement.

15. Developer Consent

- 15.1 Developer Consents to the execution of this Agreement and acknowledges that subject as provided by this Agreement the Land shall be bound for the restriction and obligations contained herein as if it had been executed and registered as a land charge prior to the creation of the Developer's interest in the Land.

16. Liability

- 16.1 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 16.2 If the planning permission shall expire before Commencement of Development or shall at any time be revoked modified, quashed or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything by the covenant in connection with or arising from the terms of this Agreement
- 16.3 This Agreement is a local land charge and shall be registered as such

17. The Council's Obligations

- 17.1 The Council covenants to pay the Monitoring Costs Contribution and the Solent Disturbance Mitigation Project Contribution into a separately indentified interest bearing section of the Council's combined accounts as soon as reasonably practicable.
- 17.2 The Council covenants not to use any part of the Monitoring Costs Contribution and/or the Solent Disturbance Mitigation Project Contribution other than for the purposes for which they were paid (whether by the Council or another party).
- 17.3 In the event that the Monitoring Costs Contribution and the Solent Disturbance Mitigation Project Contribution have not been spent by the Council within ten years following the date of receipt of the Monitoring Costs Contribution and the Solent Disturbance Mitigation Project Contribution the Council shall on the written request of the Owner refund the Owner any part of the Monitoring Costs Contribution and/or the Solent Disturbance Mitigation Project Contribution which has not been spent together with any accrued interest.

18. Future Permissions

- 18.1 Nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

19. Cancellation of entries

- 19.1 On the request of the Owner at any time after each or all of the obligations

have been performed or otherwise discharges the Council will issue written confirmation of such performance or discharge.

- 19.2 Following the performance and full satisfaction of the terms of this agreement or if this deed is determined pursuant to sub-clause 16.2 the Council will on the request of the Owner cancel all entries made in the local land charges register in respect of this deed.

20 Reasonableness

- 20.1 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

IN WITNESS whether the parties hereto have executed these presence as a Deed the day and year first before written

80 SIGNED

~~Executed as a DEED by~~)
~~Affixing the COMMON SEAL of~~)
PORTSDOWN HILL LIMITED)

in the presence of:)

MARTHA MESKEL

25 TADZEBURY HOUSE

700 WORTH ACRE

LONDON SW15 4PF

Director

Director/Secretary

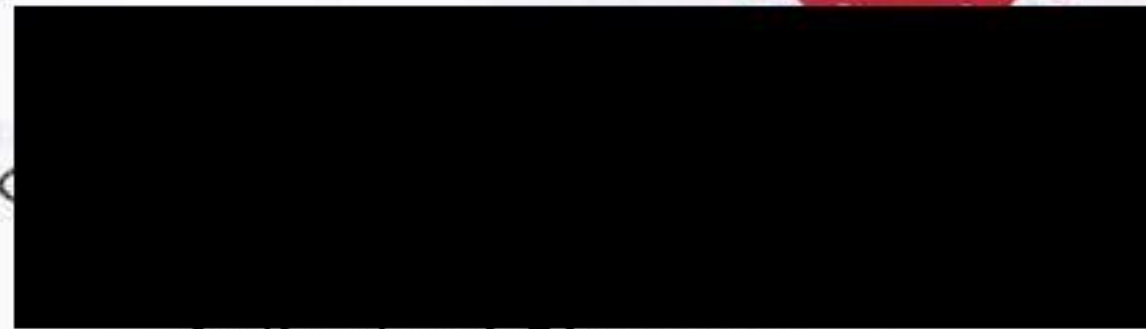
Signed as a DEED by)

TREV BROWN

in the presence of)

EXECUTED as a DEED by affixing
THE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF HAVANT
in the presence of:

)
)
)
)



Authorised Signatory



Woodland management plan at
land adjacent to 43 Portsdown Hill Road, Havant

Prepared by
Chris Alder MSc HNDArb FARborA MICFor

Date: 26 June 2014
Ref: 14186-WMP-CA

Purpose of this document

This is a report to provide appropriate management recommendations for the wooded area at the above site in the context of the recent planning application.

The contents of this document

It includes:

- a **woodland location plan** showing the location of trees requiring remedial works;
- an **explanatory text** setting out what we were asked to do and how we did it; and
- a **schedule of works** listing the management recommendations.

Chris Alder MSc HNDArb FArborA MICFor

Plan BT1: Areas inspected, tree locations and work priorities

Explanatory notes for plan BT1

Plan BT1 is illustrative and should not be used to scale distances. It is based on the provided information and shows:

- the red line boundary of the site;
- the proposed layout of new development;
- trees agreed for removal for the new development, and
- the trees to be removed for woodland management purposes.

Pocket content: 1 A2 plan

1 INTRODUCTION

1.1 Instruction

I am instructed by Portsdown Hill Ltd to inspect the trees within the boundary at the land adjacent to 43 Portsdown Hill Road, Havant, and to provide an report with appropriate management recommendations.

1.2 Documents provided

Plan BT1 is derived from the following provided plans;

- Land survey drawing no. 070604217 received by email on 24 June 2014
- Layout drawing no. PO53-2.09 received by email on 24 June 2014

1.3 Limitations

The following limitations apply to this report:

- **Statutory protection:** The existence of tree preservation order or conservation area protection does not automatically mean trees are worthy of being a material constraint in a planning context. Trees can be formally protected, but be in poor structural condition or in declining health, which means that they are unsuitable for retention or influencing the future use of the site. Furthermore, a planning consent automatically takes precedent over these forms of protection, which makes them of secondary importance. For these reasons, we do not check statutory protection as a matter of course in the process of preparing this report. However, if any tree works are proposed before a planning consent is given, then the existence of any statutory protection must be checked with the LPA.
- **Ecology and archaeology:** Although trees can be valuable ecological habitat and can grow in archeologically sensitive locations, we have no specialist expertise in these disciplines and this report does not consider those aspects.

1.4 Qualifications and experience

This report is based on my site observations and the provided information, interpreted in the context of my experience. I have experience and qualifications in arboriculture and a summary can be found at <http://www.barrelltreecare.co.uk/career-summaries/Chris%20CS.pdf>.

2 SITE VISIT AND OBSERVATIONS

2.1 Site visit

I visited the site on 23 June 2014. All my observations were from ground level without detailed investigations and I estimated all dimensions unless otherwise indicated. I did not have access to trees outside the boundaries and have confined observations of them to what was visible from within the property. The weather at the time of inspection was clear, still and dry with good visibility. During my visit, I took photographs to illustrate specific points in this report.

2.2 Brief site description

Portsmouth Hill Road is located in the residential suburbs of Havant. Number 43 is on the southern side of the road and consists of a large house set to the front of a large garden. The site is to the west of No.43 and consists of a former quarry which was incorporated into the garden of No.43. The land has now been severed from No.43 and planning permission sought for three new dwellings at the northern part of the site. The site slopes steeply downwards from all sides into the central damp dell at the base of the former quarry.

2.3 Location and method of tree inspection

Plan BT1 is for illustrative purposes only and no measurements should be taken from it. I visually inspected these trees and recorded my brief observations along with work recommendations in the schedule included as section 4. I stress that my inspection was of a preliminary nature and did not involve any climbing or detailed investigation beyond what was visible from accessible points at ground level.

2.4 Local planning authority (LPA) consultation and feedback

During the process of the current application on the site, I have had various discussions with Mr Gargett, the Senior Arboricultural Officer. We discussed the tree issues in detail and agreed several fundamental requirements that have influenced the content of this document. We agreed that continuous cover would form the basis of the management recommendations and that a return to native species should be a priority objective. Safety in the context of the site being used for residents amenity should also be considered important. Encouragement of natural regeneration by improving light levels to the ground layer could be achieved with appropriate thinning and lifting.

3 MANAGEMENT APPRAISAL

3.1 Appropriate management principles: In order to prepare management recommendations, it is necessary to have a clear set of objectives. From my knowledge of the site and its proposed use, I believe the following objectives of management, in order of priority, are appropriate:

1. Establish and maintain acceptable levels of risk in the context of the area being used as amenity and recreation space for residents.
2. Conserve and enhance the future sylvan character of the area.
3. Make provision for wildlife where it does not conflict with the two objectives above.

3.2 The basis of the recommendations: The main issue relating to management on this site is to ensure that the wider landscape value of trees is retained whilst undertaking works to improve the opportunity for natural regeneration. The proposals are tailored to achieve this objective. The management requirement to establish and maintain acceptable levels of risk is encompassed within these recommendations. I was not instructed to cover the issue of new planting, however new planting will be undertaken

as part of the planning permission and is an essential element of sustainable management. The encouragement of natural regeneration should be carried out in conjunction with the management of the existing trees.

- 3.3 **Description of woodland:** The site is a former quarry planted with a mixture of native and exotic species, which have been bolstered by natural regeneration and neglect. The steep south facing slope of the site is scrub with few trees of any note. The east and west facing slopes contain the largest trees, dominated by yew, Norway maple and sycamore but with, field maple, false acacia, larch, cherry, whitebeam, birch and holly also occurring. The southern spur of the site is bordered by Leyland cypress, probably planted as a windbreak but are now storm damaged and in poor condition. The understorey is a mix of holly, box, dwarf cypresses, bramble, cotoneaster, nettle and goat willow. There is little or no ground flora beneath the dense yew and maple canopies. The site has fallen into some neglect and is overgrown with the paths and ponds almost inaccessible.
- 3.4 **Acceptable levels of risk:** The site will be used as amenity space for the new residents and therefore establishing reasonable and acceptable levels of risk is the first priority. Dangerous and dying trees should be either removed or the risk reduced by pruning but this should not extend to removing every dead branch. Where desirable, stumps should be left standing and fallen branches left on the ground. However, there will be issues of children being mischievous and the potential for damage should be minimised by removing all the easily movable material.
- 3.5 **Sustaining the tree cover:** Sustaining and enhancing the long term tree cover is also an important objective. The upper-storey is the most important element contributing to local amenity but very few of the trees have the potential to be retained beyond the short term. Scattered individuals do have the potential for longer term retention and these will form the matrix within which a combination of encouraging existing natural regeneration and supplementary planting, if required, can secure the wooded aspect. From my observations, I believe that the lack of natural regeneration is due to mature trees and scrub being allowed to develop and dominate the canopy cover. Active intervention can be implemented to secure new tree establishment which will be critical to securing the long term wooded character. It is difficult to predict how well natural regeneration and new planting will succeed and future management must be flexible to take account of how the situation develops. Some wildlife browsing will occur but public access onto this site is not an issue.
- 3.6 **Conservation of wildlife:** From my observations, there is already a reasonable diversity of wildlife. The dead wood both on the trees and on the woodland floor drives this diversity and is an essential feature of a healthy woodland environment. Any management approach based on sanitation and tidiness will destroy this element so it is essential to retain as much dead wood as possible. Management should aim to subtly direct access to certain areas and discourage access into others. In the areas of higher access close to paths and entrances, there will need to be a higher level of caution and more stringent works will be required.

- 3.7 **Regular management operations:** In addition to the recommended works, the following regular maintenance operations will need to be carried out:
1. Undertake works identified in the safety inspections to minimise any hazard.
 2. Protect the natural regeneration where appropriate until successfully established.
- 3.8 **Future review:** Regular inspections and re-evaluation will need to be carried out by a qualified arboriculturist to cover the following aspects:
1. Carry out a safety inspection of all the existing trees and recommend appropriate works to maintain acceptable levels of safety as per the specification of this programme.
 2. Evaluate the success of natural regeneration and devise appropriate work programmes to either enhance its success or make provision for more new planting if natural regeneration is not a viable stocking technique.
 3. Review the progress of the woodland management proposals against the general principles and objectives laid down in this report and update the details of future management as appropriate.

The development of this woodland will be a dynamic process and it is difficult to predict the success of the strategies outlined in this report. The basic principles and objectives will always remain the same but the detail of how these are met can vary greatly. A flexible approach should be taken to future management based on frequent professional assessment of the arboricultural and wildlife issues.

4 MANAGEMENT RECOMMENDATIONS

Table 1: Summary of works

Phase	Location	Operation	Comments
Year 0 construction	Trees identified on planning drawing	Fell/coppice	Remove/coppice trees as specified in the arboricultural report submitted as part of the planning application and identified on the planning drawing to facilitate development.
	Whole site	Shrub management	Cut back overgrown scrub, particularly where they overhang paths and restrict space. The pruning will also allow more light to filter to the woodland floor encouraging natural regeneration. Identify invasive species and remove or control as appropriate.
	Whole site	Management	Deadwood and fallen branch material should be gathered and stacked to create deadwood habitats for invertebrates and reptiles. Clear pathways and allow areas to benefit from more sunlight.
	Whole site	Crown lift	Raise low branches to 3m above ground to increase accessibility and improve light levels filtering through the site.
Year 1 occupation	As shown in brown on plan	Fell	Remove non-native evergreen species to improve diversity and encourage natural regeneration. Non-native species include, but are not limited to; Lawson's cypress, Leyland cypress, larch and various dwarf cypresses.
Year 5	Western slope	Thinning by approximately 30%	Identify trees for thinning to improve light, create space for natural regeneration and new planting.
Year 10	Eastern slope	Thinning by approximately 30%	Identify trees for thinning to improve light, create space for natural regeneration and new planting.
Ongoing	Entire woodland	Inspection, remedial actions, planting	Inspect on a 3 year cycle and as necessary following storm or high wind events. Act on recommendations as appropriate. Re-space natural regeneration and select best specimens to grow on. New planting of gaps and strategic areas as necessary. Management of new planting to beat up losses, remove stakes, ties and shelters as necessary.

5 OTHER CONSIDERATIONS

- 5.1 **Trees subject to statutory controls:** These trees are covered by a tree preservation order and it will be necessary to consult the local authority before any works other than certain exemptions can be carried out. The works specified above are necessary for reasonable management and should be acceptable to the local authority. However, they may take an alternative point of view and have the option to refuse the proposed works.
- 5.2 **Reporting during work operations:** The inspection of all these trees has been from ground level and only defects visible from the ground will have been identified. If there were access difficulties, only defects visible from the inspection point will have been identified. Any defects discovered by the contractor during the process of carrying out the work recommendations that affect the structural integrity of the tree should be reported to the supervising officer. Modification to the schedule of works may be required as a result of these reports. The contractor should be specifically instructed on this point.
- 5.3 **Implementation of works:** I advise that the work is carried out by a contractor from the local authority list and preferably one approved by the Arboricultural Association. Their Register of Contractors is available free from Ullenwood Court, Ullenwood, Cheltenham, Glos GL53 9QS; phone 01242 522152; website www.trees.org.uk. The contractor should carry out all tree works to BS 3998 *Recommendations for Tree Work* as modified by more recent research.

Chris Alder MSc HND Arb FArborA MICFor

Explanatory Notes

- **Site limitations:** Where there is restricted access to the base of a tree, its attributes are assessed from the nearest point of access. Climbing inspections are not carried out during a walkover tree survey and, if heavy ivy is present, tree condition is assessed from what can be seen from the ground. A separate note is recorded if further investigation may be required to clarify its status.
- **Species:** Species identification is based on visual observations. Where there is some doubt over tree identity, sp is noted after the genus name in the botanical names section above to indicate that the species cannot be reliably identified at the time of the survey. Where there is more than one species in a group, only the most frequent are noted and not all the species present may be listed.
- **Notes:** Only relevant features relating to physiological or structural condition and low branches that may help clarify the categorisation are recorded. If there are no notes, then the presumption should be that no relevant features were observed.
- **Tree works:** The inspection of all trees was of a preliminary nature and only defects visible from the ground have been identified. Each individual tree may not have been inspected closely because of access difficulties and only defects visible from the inspection point have been noted. In addition to tree removals for development and management reasons, further works are listed to establish acceptable levels of risk. All trees on the site should be checked by the contractor at the time of carrying out the main tree works to deal with any emerging safety issues in the context of the consented development. Additionally, where appropriate to facilitate access, all crowns should be lifted to 3–4m above the site. Only works in excess of this have been listed for individual trees. The following points should also be noted before carrying out any works:
 1. **Reporting during work operations:** In the context of the preliminary nature of the tree inspection, any defects that may affect tree safety discovered by the contractor when carrying out the work recommendations should be reported to the supervising officer. Modification to the schedule of works may be required because of these reports. The contractor should be specifically instructed on this point.
 2. **Implementation of works:** All tree works should be carried out to BS 3998 *Recommendations for Tree Work* as modified by more recent research. It is advisable to select a contractor from the local authority list and preferably one approved by the Arboricultural Association. Their Register of Contractors is available free from Ullenwood Court, Ullenwood, Cheltenham, Glos GL53 9QS; phone 01242 522152; website www.trees.org.uk.
 3. **Statutory wildlife obligations:** The Wildlife and Countryside Act 1981 as amended by the Countryside and Rights of Way Act 2000 provides statutory protection to birds, bats and other species that inhabit trees. All tree work operations are covered by these provisions and advice from an ecologist must be obtained before undertaking any works that might constitute an offence.
 4. **Stumps:** Stumps to be removed within the RPAs of retained trees should be ground out with a stump grinder to minimise any disturbance unless otherwise authorised by the supervising officer.



