

DATED

27 April

2012

SUFFOLK COUNTY COUNCIL

and

CREETING ST PETER PARISH COUNCIL

LEASE

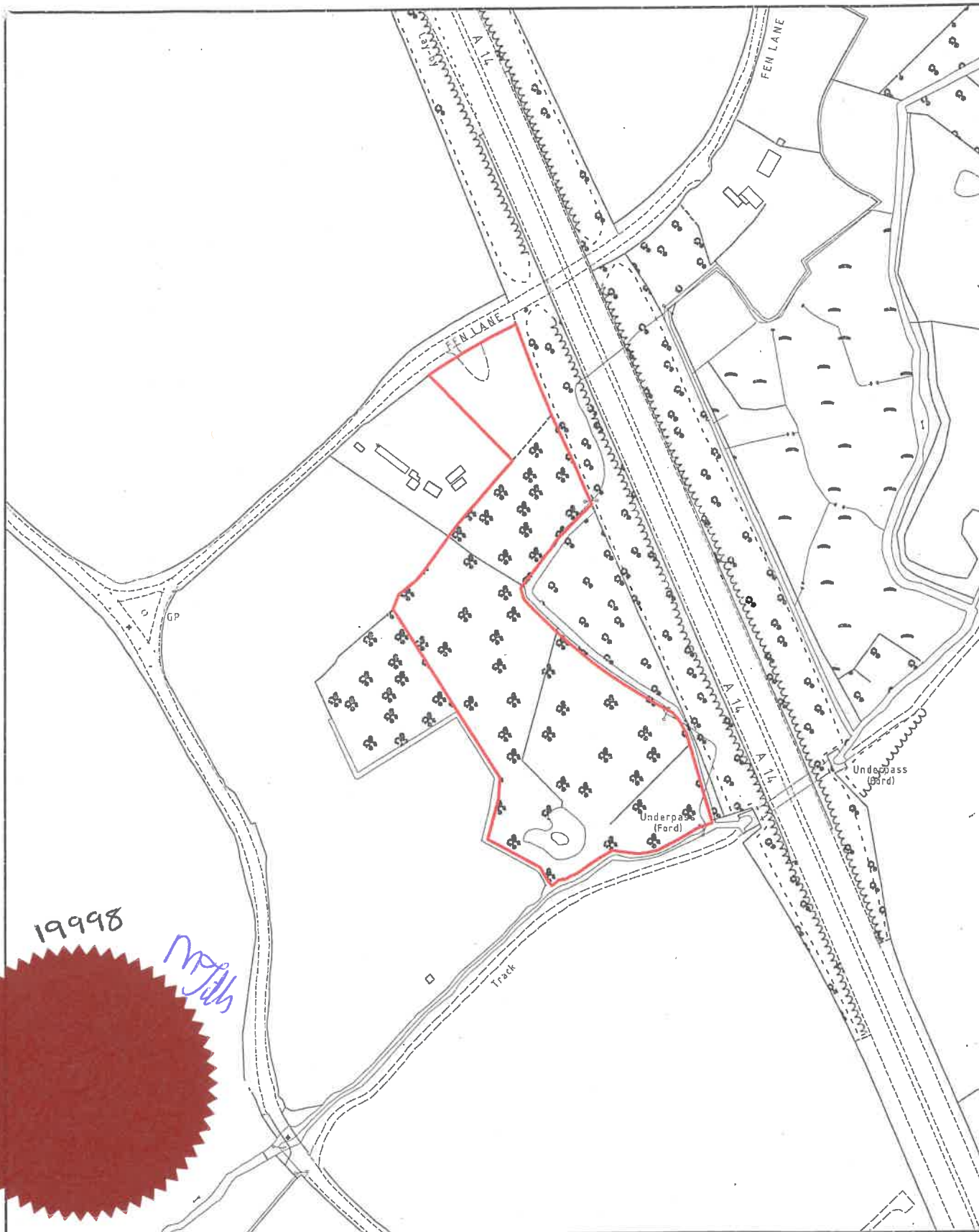
Car park and Local Nature Reserve
Fen Alder, Creeting St Peter
Needham Market
Suffolk
IP6 8LX

SUFFOLK COUNTY COUNCIL
Legal Services
Endeavour House
8 Russell Road
Ipswich
Suffolk
IP1 2BX
ref: GAM/30735

LR1. Date of Lease	<p style="text-align: right;">27 April 2012</p>
LR2. Title Number(s)	LR2.1 Landlord's title number(s) SK327657 LR2.2 Other title number(s)
LR3. Parties to this Lease Give full names, addresses and company's registered number, if any, of each of the parties. <i>For Scottish companies use a SC prefix and for limited liability partnership use an OC prefix.</i> <i>For foreign companies give territory in which incorporated</i>	Landlord SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX Tenant CREETING ST PETER PARISH COUNCIL of Melvington, Willisham Road, Barking Tye, Ipswich, IP6 8HY Other Parties None
LR4. Property Insert a full description of the land being leased or <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail As described in Clause 1.17 and defined therein as "the Property"
LR5. Prescribed statements etc If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement <i>In LR5.2, omit or delete those Acts which do not apply to this Lease</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None.
LR6. Term for which the Property is leased Include only the appropriate statement (duly completed) from the 3 options <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</i>	The term is as follows: 99 years from and including 27 April 2012

<p>LR7.Premium Specify the total premium, inclusive of any VAT where payable</p>	<p>One peppercorn</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</p>	<p>This lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9. Rights of acquisition etc Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land Not applicable</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease Not applicable</p> <p>LR9.3 Landlord's contractual rights to acquire this lease Not applicable</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>Not applicable</p>
<p>LR11. Easements Refer here only to the clause schedule or paragraph of a schedule in this lease which sets out the easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property None</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property None</p>
<p>LR12. Estate rent charge burdening the Property Refer here only to the clause schedule or paragraph of a schedule in this lease which sets out the rentcharge</p>	<p>None</p>
<p>LR13. Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property N/A</p>

<p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</i></p>	
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all of the alternative statements</p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p><i>Not applicable</i></p>



Corporate Property,
 Endeavour House,
 8, Russell Road,
 Ipswich, Suffolk. IP1 2BX.
 Telephone (01473 264180).



DISCLAIMER
 This information has been taken from our records but our deeds have not been checked. If the areas or precise boundaries of the land in question are critical we may need to undertake investigations that may result in change.

Scale
 1:2500

Date
 16/01/2012

Parish: Creeting St Mary

Title: Fen Alder

Produced By:
 SCCProperty

THIS LEASE is made on
BETWEEN:

27 April

2012

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ('the Landlord') and
- (2) **CREETING ST PETER PARISH COUNCIL** of Melvington, Willisham Road, Barking Tye, Ipswich, IP6 8HY acting by its chairman **STEVEN ALEXANDER ASHCROFT** of The Laurels, Roydon Hall Drive, Creeting St Peter, IP6 8QX and its **PARISH CLERK ROSEMARY COCHRANE** of Melvington, Willisham Road, Barking Tye, Ipswich, IP6 8HY ('the Tenant')

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

1.1 'Development'

References to 'development' are references to development as defined by the Town and Country Planning Act 1990 Section 55.

1.2 Gender and number

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.3 Headings

The clause, paragraph and schedule headings and the table of contents do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4 Interpretation of 'consent' and 'approved'

References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

1.5 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Property when this Lease comes to an end.

1.6 Interpretation of 'the last year of the Term' and 'the end of the Term'

References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines, and references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.

1.7 Interpretation of 'the Tenant'

'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

1.8 Interpretation of 'this Lease'

Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

1.9 Joint and several liability

Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.10 'Losses'

References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.

1.11 'The 1949 Act'

'The 1949 Act' means the National Parks and Access to the Countryside Act 1949.

1.12 'The 1995 Act'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.22

1.13 Obligation not to permit or suffer

Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person who is under the control or authority of the Tenant.

1.14 'Historic Contamination'

Pollution due to a discharge or spillage release or emission before the beginning of the Term into any environmental medium of a substance which is capable of causing harm to man (including harm to his property) or harm to the health of living organisms or other interference with the ecological systems of which they form part where that release was made from the Property before the beginning of the Term or during the Term from elsewhere but so that it affects the Property and shall include any work required to be carried out or liability in respect of asbestos present on the Property as at the date of this Lease.

1.15 'The Plan'

'The Plan' means the plan annexed to this Lease.

1.16 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.20.

1.17 'The Property'

'The Property' means all that Property comprising a car park and local nature reserve known as Fen Alder Carr in the parish of Creting St Peter, Suffolk including all erections thereon and any boundary structures belonging thereto as shown edged red on the Plan and being the land comprised within title SK327657.

1.18 'The Rent'

'The Rent' means one peppercorn.

1.19 References to clauses and schedules

Any reference in this document to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule to this document so numbered.

1.20 References to rights of access

References to any right of the Landlord to have access to the Property are to be construed as extending to any mortgagee of the Property and to all persons authorised in writing by the Landlord and any mortgagee, including agents, professional advisers, contractors, workmen and others.

1.21 References to statutes

Unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute, and any general reference to a statute includes any regulations or orders made under that statute..

1.22 'The Term'

'The Term' means 99 years commencing on and including 27 April 2012.

1.23 Terms from the 1995 Act

Where the expressions 'landlord covenants' or 'tenant covenants' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

1.24 'VAT'

'VAT' means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Tenant are exclusive of VAT.

2. DEMISE

The Landlord HEREBY DEMISES to the Tenant the Property with full title guarantee for the Term subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property (as contained or referred to in the Property Register and the Charges Register of title Number SK327657 in so far the same are still subsisting and relate to or affect the Property from time to time yielding and paying to the Landlord the Rent without any deduction or set-off, annually in advance if demanded

3. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 Outgoings and VAT

The Tenant must pay, and must indemnify the Landlord against:

- 3.1.1 all rates, taxes, assessments, duties, charges, impositions and outgoing that are now or may at any time during the Term be charged, assessed or imposed upon the Property or on the owner or occupier of them.

- 3.1.2 all VAT from time to time charged on the Rent or other sums payable by the Tenant under this Lease, and
- 3.1.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax.

3.2 Repair of the Property

The Tenant covenants (at the Tenant's own expense throughout the Term) to:

- 3.2.1 keep in good and substantial repair (and where beyond economic repair renew) and to maintain the Property and all additions thereto (including any boundary features, cycle racks, etc) and all sanitary and water apparatus including gutters and the drains and pipes exclusively serving the Property and all Landlord's fixtures and fittings therein and to put and keep the same in good and substantial repair and condition PROVIDED THAT the Tenant shall be under no obligation to repair maintain or renew the existing boardwalk forming part of the Property if the Tenant reasonably considers that maintenance repair or renewal of the boardwalk is no longer economically viable and in such circumstances the Tenant may remove the existing boardwalk at the cost of the Tenant subject to the Tenant complying with all regulatory requirements in connection with such removal
- 3.2.2 Not to form any dump or rubbish or scrap heap on the Property or and in any event at least once a week to remove therefrom all refuse rubbish and scrap and generally to keep the Property clean and tidy and free from refuse
- 3.2.3 Not to do or suffer in or upon the Property any willful or voluntary waste or spoil
- 3.2.4 The Tenant shall give notice to the Landlord of any relevant defect in the Property within the meaning of the Defective Property Act 1972 and to indemnify the Landlord from and against all costs claims actions or demands arising from a failure to give such notice And to permit the Landlord (subject to the Landlord complying with the same obligations to enter upon the Property to execute all such works and do all such acts and things as may be necessary to comply with the duty of care imposed on the Landlord by the Defective Property Act 1972 AND so far as any works done by the Landlord may be included in the Tenant's covenant to repair hereinbefore contained then (without prejudice to the Landlord's right to re-entry herein contained) the proper cost thereof shall be recoverable by the Landlord from the Tenant as a debt or as rent in arrears
- 3.2.5 Not permit any oil or grease or any deleterious, objectionable, dangerous, poisonous matter or substance to be discharged into any of the conduits serving the Property, and must take all reasonable measures to ensure that any effluent discharged into the conduits does not harm the environment, or corrode or otherwise harm the conduits or cause any obstruction or deposit in them.
- 3.2.6 To take all practicable precautions to ensure that no noxious substances are spilled or deposited on the Property and that contamination does not occur.

- 3.2.7 To indemnify the Landlord, and keep him indemnified, against any losses in respect of damage to, or pollution of, the environment or damage to property or harm to human health caused by the Property or any substance on them
- 3.2.8 The Landlord shall not in any event be liable to the Tenant in respect of any failure of the Landlord to perform any of its obligations to the Tenant hereunder whether express or implied unless the Tenant has so notified the Landlord in writing and the Landlord has failed within a reasonable time (having particular regard to the nature of the disrepair) to remedy the same and then in such case the Landlord shall be liable to compensate the Tenant only for the loss or damage sustained by the Tenant after such reasonable time has elapsed

3.3 Insurance of the Property

The Tenant covenants:

- 3.3.1 to procure and maintain insurance of sufficient value against damage to any of the fixtures and fittings at the Property
- 3.3.2 to maintain in force throughout the Term insurance policies with the Landlord's interest noted on the policy of insurance in respect of occupiers and third party liability risks in respect of the Property and all risks which may arise from the presence of the Tenant on the Property or use by the Tenant of the Property for the purposes authorised by this Lease for an adequate sum (being not less than £5,000,000 (Five Million Pounds)) in respect of any one accident and unlimited in respect of the number of accidents occurring during the period of the insurance
- 3.3.3 The Tenant will duly and punctually pay all premiums for effecting and maintaining such insurance policies and will produce such policies and the last premium receipts to the Landlord whenever the Landlord shall require
- 3.3.4 If the Tenant shall make default in effecting or maintaining such insurance then the Landlord shall be entitled but not obliged to effect and maintain such insurance and the Tenant shall forthwith on demand reimburse the Landlord all sums paid by the Landlord for such purposes

3.4 Use and Management of the Property

The Tenant covenants:

- 3.4.1 Not to use the Property or any part of the Property otherwise than as a Local Nature Reserve ('an LNR') (within the meaning of Sections 15 and 19 of the 1949 Act) together with ancillary parking
- 3.4.2 To manage the Property as guided by the Management Policy ('the Policy') attached to this lease subject to any variations or amendments as may from time to time be agreed between the parties such agreed variations or amendments to be
- 3.4.2.1 recorded by way of numbered and dated addenda to the Policy and
- 3.4.2.2 executed by the parties and

3.4.2.3 deemed to form part of the Policy

- 3.4.3 On each and every anniversary of this Lease to submit to the Landlord's senior ecologist from time to time or their appointed representative an annual report detailing the management of the Property as an LNR for the previous year
- 3.4.4 To permit the general public to enter the Property at all times reasonably designated by the Tenant for all purposes associated with the proper use of the Property as an LNR SAVE THAT the Tenant shall be permitted to restrict access for the purposes of good estate management
- 3.4.5 To use its reasonable endeavours to encourage dog walkers accessing the Property to keep their animals under control so as not to disturb the flora and fauna of the Property or any visitors to the Property
- 3.4.6 Not to unreasonably refuse access to the Property for anyone authorised by the Landlord (whether expressly or impliedly) to carry out scientific investigation, environmental observation, research or other experiment and for educational purposes
- 3.4.7 Not unreasonably withhold the Tenant's consent to the Landlord's request to publish relevant publicity material in relation to the Property
- 3.4.8 The Tenant shall so far as practicable safeguard against:
- 3.4.8.1 harmful and uncontrolled fires (except in the interests of good estate management);
 - 3.4.8.2 ploughing or other form of land reclamation or cultivation (except where otherwise agreed with the Landlord);
 - 3.4.8.3 forestation or planting of trees shrubs or other vegetation that are not native to the habitat of the Property and that would change the nature of the Property;
 - 3.4.8.4 commercial mining or extraction of minerals (including gravel);
 - 3.4.8.5 introduction deliberately or otherwise of any species or variety of animal, plant or species that are not native to the habitat of the Property
- and shall instruct its employees and any contractors in carrying out any work on the Property (including game keeping or pest control) to carry out and observe strictly the obligations under this covenant and to use their best endeavours to ensure that such instructions are observed and carried out.
- 3.4.9 The Tenant shall instruct their employees and any contractors in carrying out any work (including gamekeeping or pest control) to carry out and observe strictly the obligations under this clause and to use their best endeavours to ensure that such instructions are observed and carried out.

3.5 Signage

The Tenant shall within 2 months of the date of this Lease remove any signage at the Property which belongs to the Landlord (including all signage which bears the Landlord's name) and to replace with appropriate signage identifying the Tenant as the proprietor of the Property such signage to comply with the Planning Acts.

3.6 Masts and wires

The Tenant must not permit any telecommunications operator (or any other party) to erect any electronic communications apparatus (as defined by the Telecommunications Act 1984 (as amended by the Communications Act 2003) on the Property.

3.7 Planning and development

- 3.7.1 Compliance with the Planning Acts. The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Property and their use including all current planning consents, and must indemnify the Landlord, and keep it indemnified, both during and following the end of the Term, against all Losses in respect of any contravention of those Acts.
- 3.7.2 Consent for applications. The Tenant must not make any application for planning permission, nor carry out any Development or carry out any alterations or additions at the Property without the consent of the Landlord which shall be at the sole discretion of the Landlord but provided that the Landlord shall not unreasonably withhold or delay its consent to any alterations or additions that are not inconsistent with the provisions of the Policy.

3.8 Statutory Obligations

- 3.8.1 General provision. The Tenant must comply in all respects with the requirements of any statutes, and any other obligations imposed by law or by any byelaws, applicable to the Property.
- 3.8.2 Particular obligations
 - 3.8.2.1 Works required by statute, department or authority. Without prejudice to the generality of clause 3.9.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Property or the use to which the Property are being put that are required in order to comply with the requirements of any statute already or in the future to be passed, or the proper requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the occupier, or any other person.
 - 3.8.2.2 Acts causing losses. Without prejudice to the generality of clause 3.8.1, the Tenant must not deliberately or knowingly do on the Property anything by reason of which the Landlord may incur any Losses under any statute.

3.9 Entry to inspect and notice to repair

3.9.1 Entry and notice. The Tenant must permit the Landlord on reasonable notice except in emergency:

3.9.1.1 to enter the Property to ascertain whether or not the covenants and conditions of this Lease have been observed and performed, and

3.9.1.2 to view the state of repair and condition of the Property

3.10 Alienation

3.10.1 Alienation prohibited. The Tenant must not hold the Property on trust for another except for another charity with objects similar to those of the Tenant. The Tenant must not part with possession of the Property or any part of the Property or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease.

3.10.2 Assignment of the Property. The Tenant must not assign the whole or part of the Property without the prior written consent of the Landlord, such consent to be at the sole discretion of the Landlord

3.10.3 Subletting. The Tenant must not sublet the whole or any part of the Property without the consent of the Landlord.

3.11 Nuisance and residential restrictions

3.11.1 Nuisance. The Tenant must not knowingly do anything on the Property or knowingly allow anything to remain on them that may be or become a nuisance, or cause annoyance, disturbance, inconvenience, injury or damage to the Landlord or his tenants or the owners or occupiers of any other adjacent or neighbouring property.

3.11.2 Trades and immoral purposes. The Tenant must not use the Property for any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation, or any illegal or immoral act or purpose.

3.11.3 Residential use, sleeping and animals. The Tenant must not use the Property as sleeping accommodation or for residential purposes.

3.12 Costs of applications, notices and recovery of arrears

The Tenant must pay to the Landlord all costs, fees, charges, disbursements and expenses--including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs--properly and reasonably incurred by the Landlord in relation to or incidental to:

3.12.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any lawful qualification or condition, or the application is withdrawn (but not in cases where the Landlord acts unreasonably or fails to act reasonably or seeks to impose unreasonable conditions) ,

- 3.12.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146, even if forfeiture is avoided otherwise than by relief granted by the court,
- 3.12.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and
- 3.12.4 the preparation and service of a schedule of dilapidations during or after the end of the Term.

3.13 Plans, documents and information

If so requested, the Tenant must produce to the Landlord any plans, documents and other evidence the Landlord reasonably requires to satisfy itself that the provisions of this Lease have been complied with.

3.14. Indemnities

The Tenant must keep the Landlord fully indemnified against all Losses arising directly or indirectly out of any act, omission or negligence of the Tenant, or any persons at the Property expressly or impliedly with its authority and under its control, or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject or any Losses resulting from falling branches/trees

3.15 Encroachments or Easements

The Tenant must take reasonable steps to prevent the making of any encroachment (including any rights arising under the Commons Act 2006) or the acquisition of any easement in relation to the Property and must notify the Landlord immediately if any such encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement. At the request of the Landlord and at the Landlord's cost the Tenant must adopt such means as are reasonably required to prevent the making of any encroachment or the acquisition of any easement.

3.16 Yielding up

At the end of the Term the Tenant must yield up the Property with vacant possession, in the condition required by the provisions of this Lease, and remove all signs erected by the Tenant or any of its predecessors in title in, on or near the Property, immediately making good any damage caused by their removal.

3.17 Interest on arrears

The Tenant must pay interest on any of the Rent or other sums due under this Lease that are not paid within 14 days of the date due the interest to be recoverable as rent. Nothing in this clause is to entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affect the rights of the Landlord in relation to any non-payment.

3.18 Statutory notices

- 3.18.1 The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Property made, given or issued to the Tenant by any government de-

partment or local, public, regulatory or other authority or court within 14 days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Tenant must without undue delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, and at the cost of the Landlord, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal. viewing on sale of reversion

3.18.2 The Tenant must, on reasonable notice, at any time during the Term, permit prospective purchasers of the Landlord's reversion or any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Property without interruption provided they have the prior written authority of the Landlord or his agents.

3.19 Exercise of the Landlord's rights

The Tenant must permit the Landlord to exercise any of the rights granted to him it by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

4. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

5. FORFEITURE

If and whenever during the Term the Tenant breaches any material covenant or other term of this Lease, the Landlord may at any time re-enter the Property or any part of them in the name of the whole—even if any previous right of re-entry has been waived—and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

6. MISCELLANEOUS

6.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Property may lawfully be used for the use permitted by this Lease.

6.2 Representations

The Tenant acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

6.3 Tenant's property

If, after the Tenant has vacated the Property at the end of the Term any property of his remains in

or on the Property and it fails to remove it within 28 days after a written request from the Landlord to do so or, if the Landlord is unable to make such a request to the Tenant, within 28 days from the first attempt to make it, then the Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith--which is to be presumed unless the contrary is proved--that the property belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 6 months of the date upon which he vacated the Property. The Tenant must indemnify the Landlord against any damage occasioned to the Property and any losses caused by or related to the presence of the property in or on the Property.

6.4 Rights and easements

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease.

6.5 Exclusion of liability

- 6.5.1 The Landlord is not to be responsible to the Tenant or to anyone at the Property expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Property
- 6.5.2 Nothing in this Lease shall impose on the Tenant any liability in respect of Historic Contamination and the Landlord shall indemnify the Tenant against all costs and liabilities of whatever nature relating to Historic Contamination

6.6 Governing Law

This Lease shall be governed and construed in all respects by English Law and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Lease or any matter in connection therewith howsoever arising

7. TENANT'S BREAK CLAUSE

The Tenant may by not less than 12 months' written notice given to the Landlord determine the Term on the 25th anniversary of the Term and at such date the Term shall determine absolutely and this Lease shall cease to have any force or effect but without prejudice to the rights of either the Landlord nor the Tenant in respect of any antecedent breach by the other party of the provisions of this Lease.

IN WITNESS of which this Lease has been duly executed as a deed by the Landlord and the Tenant affixing their respective common seals

The **COMMON SEAL** of
SUFFOLK COUNTY COUNCIL
was hereunto affixed in the
presence of:



Authorised officer



SIGNED as a **DEED** by)
)
acting on behalf of)
CREETING ST PETER PARISH COUNCIL)
in the presence of:)

Name
Address
Occupation

Management policy for Fen Alder Carr Local Nature Reserve

Introduction

This management policy is intended to inform and advise on the management in relation to Fen Alder Carr Local Nature Reserve (LNR)'s status and a requirement for the Parish Council to conserve the biodiversity interest of these meadows, as well as provide guidance for their future management. It should be read in conjunction with the ecology covenant clauses in the transfer documentation.

1. Location details

Site Name: Fen Alder Carr Local Nature Reserve (see Map 1)

Site Location – Fen Alder Carr LNR lies in the south-east corner of the parish of Creeting St Peter, to the south of the A14 and approximately 1.5 km north of Needham Market. It is situated on the south side of the minor road U4625 (Fen Lane) between Forward Green, Earl Stonham and Needham Market.

Site Status: County Wildlife Site (see Map 2) & Local Nature Reserve,

Total Area: 1.82 ha

District: Mid Suffolk.

Parish: Creeting St Peter

Local Planning Authority: Mid Suffolk District Council.

OS Grid Ref.: TM089568.

2. Summary Description

It consists of a mosaic of habitat ranging from open water and tall fen vegetation to dense alder carr.

The alder plantation contains many mature, multi-stemmed trees and has been categorised as W6a woodland in National Vegetation Classification (NVC). Bird life is abundant in this area of woodland since alder seed provides a valuable food source for siskin, redpoll and chaffinch. The most vociferous birds using the alder carr are rooks, occupying a large rookery high up in the tree canopy.

In areas of open fen (NVC MG1c), there are tall wetland plants for example yellow flag, meadowsweet and reedmace. Furthermore the diversity of habitat contained within the site supports good numbers of other wildlife, particularly invertebrates. For example forty species of moth were recorded when the site was surveyed in 1987. Of particular interest is a species of Soldier Fly, *Stratiomys potamida*, which is nationally notable (Nb.). *S. potamida* larvae are aquatic, inhabiting streams and well-vegetated ponds, whilst the adults have been noted feeding on umbellifers. Another interesting invertebrate present is a species of snail, *Azeca goodalli*. *A. goodalli* is considered nationally to be typical of ancient woodland (this site is apparently an exception) and appears to have an affinity for dead wood.

The meadow is mostly classified under the NVC as MG1d *Arrhenatherum elatius* community: *Centaurea nigra* sub community, but it has practically no *A. elatius*. It appears to be in a transitional period, due to an unknown factor. It is, however, very species rich. The diversity is still restricted slightly by its small size, although this is only a small problem compared with the size of the woodland.

The pond which was dug in 1980 has been colonised by a range of aquatic and emergent species including sedges, rushes and the scarce water violet although it is now shaded by surrounding trees. In addition it provides a valuable habitat for breeding amphibians.

3. Recent Past Management

Some parts of the site have been managed regularly to prevent the encroachment of alder and willow scrub into patches of open fen. Woodland work has included coppicing of alder carr compartments of varying ages to maintain a diversity of structure within the site.

4. Access

Access to Fen Alder Carr LNR is only available from Fen Lane for both vehicles and pedestrians.

5 Present Land-use/Management

Wildlife conservation: Mowing of fen and tall herbs maintains an open nature to these habitats. Coppicing of alder stools in small areas has been carried out to maintain a diversity of age structures in the woodland. Clearing vegetation in and around the pond will be necessary to prevent succession to fen & eventually wet woodland.

Education: An important function of management of Fen Alder Carr as a Local Nature Reserve is to provide an accessible and valuable study site for local schools, colleges and local interested groups. Currently there is no provision for coaches, or vehicles parking outside the gates. The small car park area by the entrance has a capacity for a small number of vehicles. This will be an important issue in the future if education and informal recreation usage increases. Interpretative facilities are available on a small scale in the form of display boards – at the car park and adjacent to the boardwalk, thus providing informal education opportunities. There are many opportunities for research and study, especially of various faunal types. Such research could be very useful for the future management of the site, and should be encouraged wherever possible, possibly using local students from Otley College or University College Suffolk.

Timber production: The amount of timber extracted from the site is likely to be very low and it is only suitable for use in turnery, firewood and charcoal manufacturing. Because of this the timber is considered to have no commercial value at present. Cutting into small sections and carrying by hand to the car park entrance is the best way to extract from the site. Because of the nature of the site, extracting the timber in large quantities would be likely to cause damage to the ground flora and compaction of the soil.

6. Confirmation of Important Features

SITE FEATURE	IMPORTANCE				BAP
	International	National	Regional	Local	
Habitats					
Wet Woodland		•			•
Fen		•			•
Grassland				•	
Pond				•	•
Species: Flora					
Fauna, Mammals					
Otter	•			•	•
Water Vole		•			•
Yellow-necked Mouse			•		
Bats	?				•

Fauna, Birds					
Rookery				•	•
Woodland birds					•
Fauna, Invertebrates					
Slow Worm & Smooth Newt				•	•
Common Frog				•	
Soldier Fly				•	
Snail, <i>Azeca goodalli</i>		•			
Education					
Environmental education and ecological study site			•		
Interpretation of traditional management techniques				•	
Recorded history				•	
Amenity					
Landscape feature				•	
Informal access				•	

7. Aims of management

- To ensure that management of the reserve fulfils all legal and other obligations
- To conserve and enhance habitats, particularly the wet alder carr woodland, meadow, fen and pond areas.
- To encourage public access and promote Fen Alder Carr LNR to the local community as a wildlife study-site.
- To maintain the value of Fen Alder Carr as a landscape asset by maintaining tree cover, and sympathetic management of boundaries.
- To maintain the amount of standing dead-wood whilst accounting for public safety.
- To maintain interpretation provision where possible.

8. Obligations

The successful management and safeguard of this site will depend upon compliance with the following legal and non-legal obligations:

a) Legislation

- **National Parks and Access to the Countryside Act 1949 (Sections 16 & 21) and Wildlife and Countryside Act 1981 (as amended) Section 39.** Designation of Fen Alder Carr as a Local Nature Reserve by Suffolk County Council in 1982 requires the site managers to use their best endeavours to manage the Meadows as a Local Nature Reserve within the meaning and in accordance with the provisions of the 1949 Act and 1981 Act.
- **Habitat Regulations 2010 & European Protected Species** – Need to follow Forestry Commission procedure for any felling /surgery re bats. Any operation likely to affect the integrity of the local populations of otter will trigger the need for a survey and assessment with regard to applying to Natural England for a European Protected Species licence.
- **Wildlife and Countryside Act 1981 (as amended), Countryside and Rights of way Act 2000:** All wild plants are afforded general protection against intentional unauthorised up-rooting

under Schedule 8, Section 13(1)(b) of this Act. No species listed in the schedules are known from Fen Alder Carr. A Bat Licence would be required to check any bat boxes under the Wildlife & Countryside Act 1981. Otter and water vole are both fully protected species therefore any management work on the pond and near water-courses must comply with best practice and the relevant legislation.

- **Natural Environment and Rural Communities (NERC) Act 2006:** This is the Statutory Duty that all public bodies (including Parish Councils) have, pursuant to Section 40 of the Act, to actively have regard (that is promote) the conservation of biodiversity. For further information about the NERC Act, visit <http://www.suffolkbiodiversity.org/> (Statutory Obligations).
- **Felling Licence Approval** may be needed from Forestry Commission if any trees are felled that are not dead, dying or diseased. These could be obtained as part of a England Woodland Grant Scheme agreement
- **Rights of Way Act 1990** - there are no public rights of way within the site although open public access has been allowed.
- **Land Drainage Act 1991** - prevents the construction of dams, culverts and other structures in any watercourse without permission in writing from Environment Agency. Land drainage charges to Internal Drainage Board may need to be paid
- **Water Resources Act 1991** - prevents the altering of any structures in watercourses.
- **Occupier's Liability Act 1984:** Requires that every reasonable care is taken to remove any risk both to legitimate visitors and to trespassers. To comply with the Act it will be necessary to:
 - 1). Ensure paths, stiles, log piles, gates, and equipment left on site are safe,
 - 2). Ensure that there are no dead or dangerous trees or timber, including branches, close to paths or the road.
 - 3). Ensure that a Site Safety Assessment is available to people using the site for any activity involving more than simply walking on the paths.
 - 4). Take remedial action as necessary.
- **Health and Safety at Work Act 1974:** All operations carried out on site must be undertaken by trained personnel using methods and equipment approved by the Health and Safety Executive, and also in compliance with both national and local safety procedures. The Act covers employees, volunteers, and sub-contractors on the site. A hazard plan and regular risk assessments are required.

b) Other obligations

Mr. Jardine – access across the site to his area of woodland between the site and the A14.

Highways Agency (via Atkins?) – access to the A14 embankment, which would be via the car park and through the fenceline.

National Grid – may require access to the telegraph pole in the meadow.

9. Other factors influencing management

Natural Trends: The most important management constraint is the wet nature of this site. However the ditches on the site have been known to completely dry up during hot summer weather, and the hydrology of the site is not known. The pond is apparently fed in winter by a shallow ditch to the north and it has always kept some water.

Human-induced trends: Past management of the wood has resulted in an area of fen in the middle of the alder carr, with a boardwalk around the site from the meadow area to the pond. Some coppicing has been carried out to maintain a diverse age-structure within the woodland; as the rookery is dependent on mature trees, which can fall over due to having roots in wet ground, coppicing is important in ensuring a continued canopy of trees for rooks to nest in.

Physical Management Constraints: As the site is comparatively small, habitat diversification is

severely restricted. As the woodland is wet for the majority of the year, vehicle access (e.g. for tree safety work) may be restricted to the summer months: usually June to August. The wooden boardwalk also restricts access to certain parts of the wood for practical conservation management.

Local Nature Reserve designation: Fen Alder Carr Local Nature Reserve is one of 37 in Suffolk and 1280 in England. LNRs are places with wildlife or geological features that are of special interest locally. They offer people special opportunities to study or learn about nature or simply to enjoy it. Natural England recommends that LNRs are managed with the conservation of nature and/or the maintenance of special opportunities for study research or enjoyment of nature as the priority concern. It may help to establish a LNR Management Committee involving local people and a range of organizations that may provide assistance.

Research & educational visits: In managing these meadows, it may be helpful to;

1. Provide a named contact for any access requests eg parish clerk and erect a sign which explains the ownership and access arrangements.
2. When the site is promoted for educational purposes, it may be useful for the local contact to know how many people are in a group for a visit, any special requirements etc so that they can then be advised of any restrictions e.g. health & safety requirements (visits may be unwise in high winds) or "rules" for school groups.

County Wildlife Site monitoring: Provide an annual report to the County Council as to management of the CWS woodland to demonstrate that the Parish Council is meeting its biodiversity duty under the NERC Act and they are in positive conservation management. This will be fed into the SCC report to Government on the condition of CWS in Suffolk.

Resources: The management work programme should recognise the resources available and identify a strategy for operating within these limitations. Assistance from other organisations such as Suffolk Wildlife Trust (Networking Nature Project), Mid Suffolk DC and individuals is likely to be available to supplement local volunteers.

10. Objectives and Preferred Management Options

• *Alder carr woodland*

Objective 1: To maintain the age structure and species diversity

The carr woodland is a valuable feature of the site and whilst it may provide timber at some point, it is the retention of continuous tree cover that is vital and many species are adapted to the conditions provided by this habitat.

Objective 2: To increase and maintain the amount of standing dead-wood whilst accounting for public safety.

The greatest ecological benefit is obtained from dead-wood that is left either standing or allowed to decay where it falls. The 2011 Site Assessment identified. Much of the value of this habitat can be retained by transferring this to other areas where they can be left to rot, posing no risks.

Objective 3: To provide and maintain a variety of nesting/roosting structures throughout the wood for a variety of species.

Mature trees and standing dead-wood are particularly important for a variety of birds and bats. Following a base-line survey of species utilising the boxes could be targeted accordingly.

• *Meadow area*

Objective 4: To continue the current mowing regime to conserve and enhance the diversity of the meadow area.

Management should aim to maintain the current condition of the meadow area adjacent to the car park, and keep access open for school groups and visitors. This meadow area offers an important spring-wet habitat with surface pooling. Due to the nature of the site the grassland adds to its intimate character. As access is restricted, and the site is largely for educational use, drainage of

these important habitats cannot be justified.

- **Pond area**

Objective 5: To maintain a balance of shading for the pond

Management of open water habitat will be needed to control the shading and leaf fall from trees. The water levels may not be adjustable unless additional water can be secured as part of a sustainable drainage scheme for this area.

- **Fen area**

Objective 6: To continue the current mowing regime to conserve and enhance the diversity of the fen area.

Mowing and removal of the tall vegetation is essential to prevent scrub encroachment and drying out of the fen.

- **Environmental Education and Ecological Study Site**

Objective 7: To promote Fen Alder Carr LNR as an educational study site particularly to local schools.

Educational visits by organised school/college parties should be available all year around. It would be useful to collect information on use-types, carrying capacity, age groups, schools, length of use, potential users, etc. Developing productive links with schools, and individual teachers would aid future development and environmental education should be encouraged and increased. Any biological records made for this LNR would be much appreciated by Suffolk Biological Records Centre – for more information about recording see <http://www.users.globalnet.co.uk/~sbrc/>

Objective 8: To maintain interpretation provision at a level justified by usage.

If the level of interpretation provision at the site is considered adequate, hopefully maintenance of the boards can be

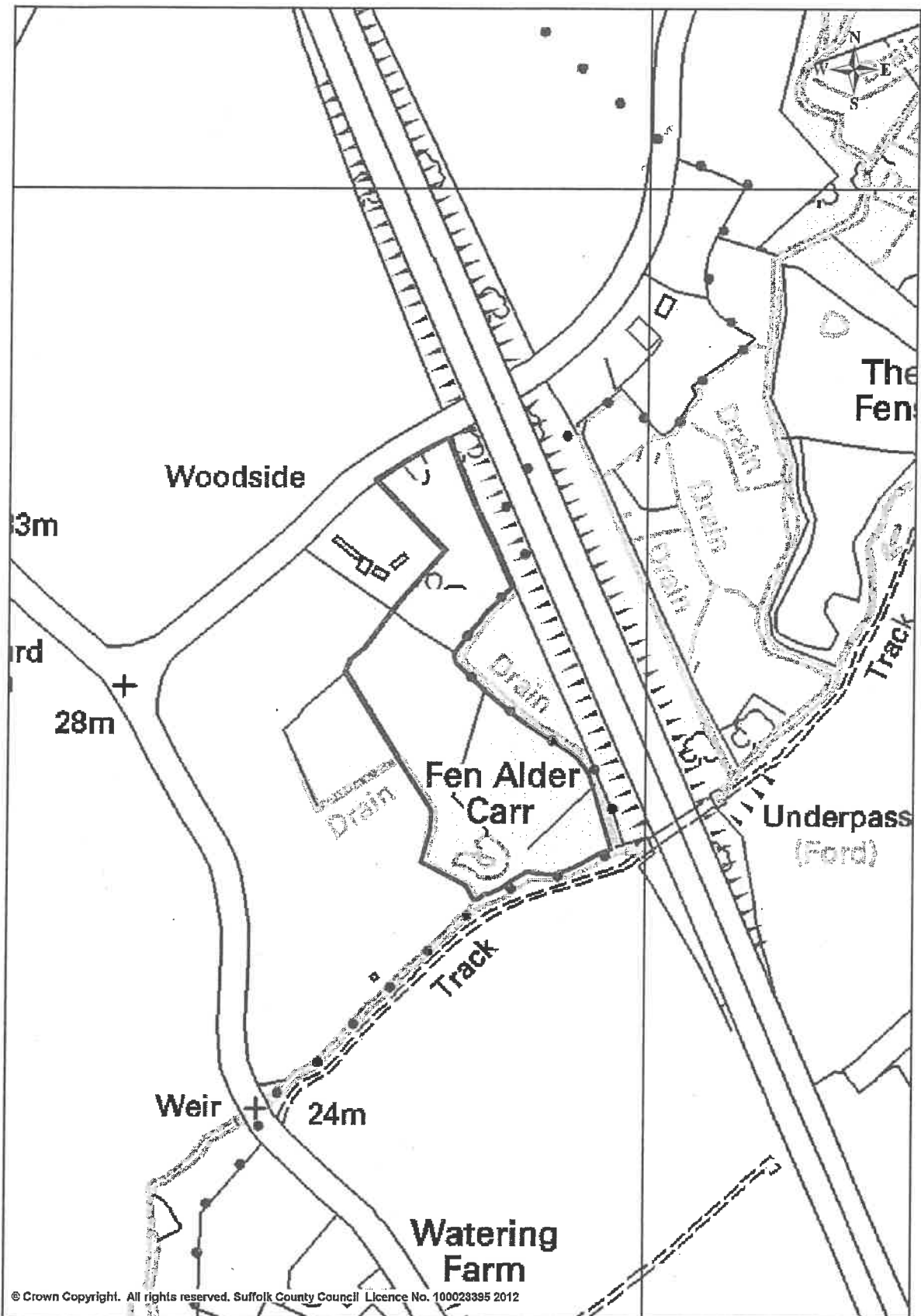
A simple two-tone site leaflet on recycled paper could be produced and made available to the local schools. Information provided by the leaflet should include detailed reference to access arrangements, status of the site, and what the site is used for.

Objective 9: To maintain provision for public and educational access to the site.

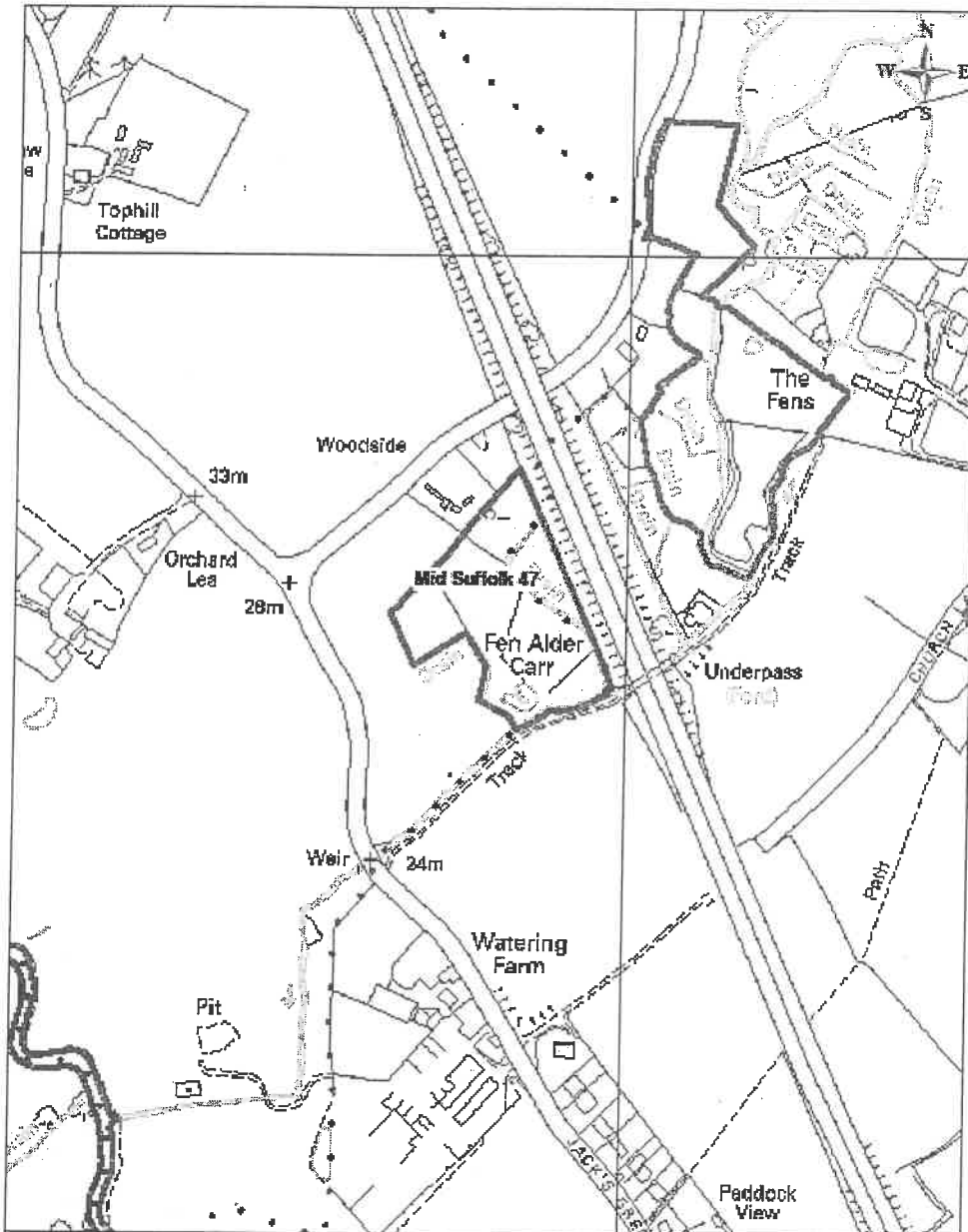
The access road is very narrow but the provision for parking is sufficient for the current level of usage. The boardwalk around the site provides access at all times of the year and enables visitors to access the different habitats. Its maintenance is likely to be an important consideration for the Parish Council in the future.

Sue Hooton
Senior Ecologist
Suffolk County Council
12 January 2012

Map 1 Fen Alder Carr LNR



Map 2 Fen Alder Carr CWS



Fen Alder Carr CWS



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