

DATED

11 January

2012

**TUNBRIDGE WELLS BOROUGH COUNCIL (1)**

- and -

**TESCO STORES LIMITED (2)**

**AGREEMENT**

relating to the development at Woodgate Corner Pembury Tunbridge Wells Kent TN2 4NE

**Section 106 of the Town and Country Planning Act 1990**

## Contents

Clause	Name	Page
1	DEFINITIONS AND INTERPRETATION.....	1
2	LEGAL BASIS.....	4
3	CONDITIONALITY .....	5
4	COVENANTS ON BEHALF OF TESCO .....	5
5	THE COUNCIL'S COVENANTS .....	5
6	RELEASE AND WAIVER .....	5
7	GENERAL ADMINISTRATIVE PROVISIONS.....	5
8	APPROVALS.....	7
9	COSTS .....	7
10	WAIVER .....	7
11	CHANGE IN OWNERSHIP .....	7
12	INTEREST .....	7
13	SECTION 106 UNDERTAKING DATED 2 APRIL 1998 .....	7

Schedule	Name	Page
1	Tesco's Obligation .....	8
2	Council's Obligations .....	11
3	Draft Heads of Terms for Lease of the Community Facility Building .....	12
4	Draft Heads of Terms for the Lease of the Park and Ride .....	13
5	Woodland Management Plan .....	14
Execution Page .....		18

Appendix	Name	Page
1	Plan 1 - Park and Ride Land .....	15
2	Plan 2 - Community Facility Building .....	16
3	Plan 3 - Site Plan .....	17

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**PARTIES**

- (1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall Royal Tunbridge Wells Kent TN1 1RS (the "Council")
- (2) **TESCO STORES LIMITED** (Company No. 519500) whose registered office is at Tesco House Delamare Road Cheshunt Waltham Cross Hertfordshire EN8 9SL ("Tesco")

**BACKGROUND**

- (A) Tesco is the freehold owner of the Site shown edged red on the Site Plan which is registered with title absolute at the Land Registry under title numbers K735924, K751260 and K788399.
- (B) The Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Site is situated.
- (C) Tesco submitted the Application to the Council on 29 April 2009 to carry out the Development on the Site.
- (D) The Council resolved to approve the Application on 26 January 2011 subject to referral to the Secretary of State and to entering into this Deed.
- (E) This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and this Deed is a planning obligation for the purposes of Section 106 of the Act.
- (F) The obligations in this Deed shall be enforceable by the Council in their capacity as local planning authority against Tesco and its successors in title to the Site.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 In this Deed:**

"Account" means an interest-bearing bank account held by the Council (whether set up especially for the purpose of receiving money paid pursuant to this Deed or else a pre-existing account in which the amount of any Contributions plus accrued interest is nonetheless ascertainable from time to time).

"Act" means the Town and Country Planning Act 1990 (as amended).

"Air Quality Contribution" means the sum of £32,500 (thirty two thousand and five hundred pounds) to be paid to the Council towards air quality monitoring along the Pembury Road corridor;

"Application" means the application for construction of a new foodstore to replace the existing foodstore on the Site, associated car parking and landscape works. Construction of 320 Park and Ride spaces and associated bus facilities submitted on behalf of Tesco to the Council and registered by the Council under reference number TW/09/01265).

**"Bus Priority Contribution"** means the sum of £260,000 (two hundred and sixty thousand pounds) to be paid to the Council towards the Bus Priority Measure and/or the Congestion Measures.

**"Bus Priority Measures"** means highway improvements between the Site and Tunbridge Well town centre along Pembury Road.

**"Bus Service Contribution"** means the sum of £514,000 (five hundred and fourteen thousand ~~and one hundred~~ pounds) to be paid to the Council towards improving the existing bus services and/or providing new bus services between the Site and Tunbridge Wells town centre and/or towards Congestion Measures.

**"Commencement"** means the commencement of the Development by the carrying out of a "material operation" as defined in Section 56(4) of the Act save that this definition shall not include;

- ground investigation;
- site survey works;
- archaeological investigation;

and the terms "**Commence**" and "**Commenced**" shall be construed accordingly.

**"Community Facility Building"** means the building to be constructed on part of the Site edged red on Plan 2 to be used for community purposes.

**"Community Facility Lease"** means a lease of the Community Facility Building to be entered into between Tesco and either the Council, the Parish Council or another community based organisation as directed by the Council, in accordance with the draft heads of terms for lease set out in Schedule 3 to this Deed.

**"Congestion Measures"** means measures and/or works to reduce congestion on Pembury Road between between the Pembury Road / High Street junction and Tunbridge Wells town centre.

**"Contributions"** means any sum(s) to be paid to the Council in accordance with Schedule 1 (*Tesco's Obligation*).

**"Deed"** means this Agreement.

**"Development"** means the development of the Site in accordance with the Application as permitted by the Permission.

**"Index"** means the BCIS All In Tender Price Index provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties to this Deed or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used.

**"Index Linked"** means adjusted in proportion to any increase in the Index between the date of this Deed and the date the particular payment is made calculated in accordance with Clause 7.1.

**"Landscape Contribution"** means the sum of £5,000 (five thousand pounds) to be paid to the Council towards landscape and visual improvements to the roundabouts on the A228/A264 adjacent to the Site

BLP  
M  
KST

**"Obligations"** means the covenants on behalf of Tesco as set out in Schedule 1 (*Tesco's Obligation*) and "Obligation" shall be construed accordingly.

**"Occupation"** means opening of any part of the Development for the purposes of trade or business occupation (excluding fitting out and marketing) and "Occupy" **"Occupied"** and **"Occupies"** shall be construed accordingly.

**"Parish Council"** means Pembury Parish Council of 6 The Grove, Pembury, TN2U.

**"Park and Ride"** means the park and ride or long stay parking facility to be provided on the Park and Ride Land.

**"Park and Ride Lease"** means the lease of the Park and Ride to be entered into between Tesco and the Council in accordance with the draft heads of terms for lease set out in Schedule 4 to this Deed.

**"Park and Ride Land"** means that part of the Site shown edged green on the Plan 1.

**"Park and Ride Management Contribution"** means the sum of £270,000 (two hundred and seventy thousand pounds) to be paid to the Council towards the management and/or marketing of the Park and Ride and/or towards the Congestion Measures.

**"Parties"** means the parties to this Agreement.

**"Permission"** means a planning permission to be granted by the Council pursuant to the Application authorising the carrying out of the Development.

**"Plan 1"** means the plan annexed at Appendix 1 to this Deed marked Plan 1 illustrating the Park and Ride Land.

**"Plan 2"** means the plan annexed at Appendix 2 to this Deed marked Plan 2 illustrating the Community Facility Building.

**"Plan 3"** means the plan annexed at Appendix 3 to this Deed marked Plan 3 illustrating the Site.

**"Practical Completion"** means the date that a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development so that it is ready for its intended use save for fitting out and furnishing and **"Practically Completed"** **"Practically Complete"** shall be construed accordingly.

**"Ready for Use"** means Practically Complete and provided with: drainage, surfacing, lining for car park spaces and to identify the bus routes and stops, lighting, a bus stop and shelter with seating and landscaping in accordance with details approved pursuant to conditions attached to the Planning Permission

**"Reptile Management Contribution"** means the sum of £28,847 (twenty eight thousand and eight hundred and forty seven pounds) to be paid to the Council to forward onto Cinderhill Community Woodland Project for the purposes of habitat improvement, management and post-translocation monitoring of reptiles (for the avoidance of doubt Tesco has already paid £5,000 (five thousand pounds) to the Council leaving the sum of £23,847 (twenty three thousand and eight hundred and forty seven pounds) to be paid to the Council in accordance with this Deed).

**"Retail Store"** means the Class A1 replacement retail store forming part of the Development.

**"Site"** means the land shown edged red on the Plan 3.

**"Specified Date"** means the date upon which an obligation arising under this Deed is due to be performed.

**"Woodland Management Plan"** means the management plan annexed hereto.

**"Working Days"** means Mondays to Fridays (excluding days which in England are public holidays) inclusive.

- 1.2 Words with a masculine gender include the feminine gender and vice versa and words denoting one gender shall include all genders
- 1.3 Words importing the singular meaning, unless the context otherwise requires, include the plural meaning and vice versa
- 1.4 Reference to a clause, paragraph or schedule are, unless the context otherwise requires, references to a clause paragraph or schedule of this Deed
- 1.5 Where reference is made in this Deed to:
- (a) Tesco it shall (unless the context otherwise requires) include its respective successors in title and assigns; and
  - (b) the Council shall include any successor as local planning authority.
- 1.6 Reference in this Deed to a statute or a statutory instrument shall mean and include any statutory amendment or re-enactment thereof.
- 1.7 The clause headings are for the convenience of the parties only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.8 References to any statute or statutory provision include any reference to:
- (a) that statute or statutory provision as from time to time amended extended re-enacted or consolidated; and
  - (b) all relevant statutory instruments or orders made pursuant to it.
- 1.9 Nothing in this agreement will fetter the statutory discretion of the Council or the County Council.

## 2 **LEGAL BASIS**

- 2.1 This Deed is made under section 106 and section 106A of the Act with the intention that it should bind Tesco's interest in the Site as provided for by that section.
- 2.2 The covenants restrictions and requirements imposed upon Tesco under this deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as local planning authority against Tesco.
- 2.3 The obligations in clause 5 are entered into by the Council under section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000.

3        **CONDITIONALITY**

3.1        Unless the context otherwise requires the Obligations in this Deed are subject to and are conditional upon:

- (a)        the grant of the Permission; and
- (b)        Commencement.

4        **COVENANTS ON BEHALF OF TESCO**

4.1        Subject to Clause 3 Tesco hereby covenants with the Council to comply with the Obligations set out at Schedule 1 (*Tesco's Obligation*).

5        **THE COUNCIL'S COVENANTS**

The Council hereby covenants with Tesco to comply with the Council's obligations set out at Schedule 2 (*Council's Obligations*).

6        **RELEASE AND WAIVER**

6.1        Tesco shall in parting with its interest in any part of the Site shall be released from all liability under the terms of this Deed insofar as it is binding on that part of the Site (save in respect of antecedent breaches).

6.2        This Deed shall be deemed to have been revoked and be of no further effect (without any further act or deed on the part of any person) insofar as it has not already been complied with if before Commencement of Development:

- (a)        the Permission having been granted lapses;
- (b)        the Permission shall be varied or revoked other than at the request of Tesco; or
- (c)        the Permission having been granted is quashed following a successful legal challenge

(and for the avoidance of doubt the Council will not be required to repay any monies to Tesco which have been received and expended or committed to be expended for the purposes set out in this Deed)

7        **GENERAL ADMINISTRATIVE PROVISIONS**

7.1        **Indexation**

The Contributions payable under Schedule 1 (*Tesco's Obligation*) shall be adjusted by the application of the formula  $A = B \times C/D$  where:

- (a)        A is the sum actually payable on the Specified Date;
- (b)        B is the original sum mentioned in this Deed;
- (c)        C is the value of the Index for the month before the Specified Date;
- (d)        D is the value of the Index for the month before the date of this Deed; and
- (e)        C/D is equal to or greater than 1.

7.2 **Local Land Charge**

This Deed is a local land charge and shall be registered as such by the Council and following the performance and satisfaction of all Obligations contained in this Deed or in the event the Permission expires without first being Commenced the Council shall on request effect the cancellation of all entries made in the local land charges register at no cost to Tesco.

7.3 **Severability**

If any provision of this Deed shall become or shall be declared by any Court of competent jurisdiction to be unlawful, invalid or unenforceable in any way then the clause or clauses which become or are declared to be invalid or unenforceable shall (to the extent possible) be severed from the remainder of this Deed (which shall continue in full force and effect).

7.4 **Contracts (Rights of Third Parties) Act 1999**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of the Deed may be varied by agreement between the parties without the consent of any such third party.

7.5 **Notification**

7.5.1 Any notice or written request required to be served or given by one party upon another under the terms of this Deed shall be in writing and be deemed to be validly served if delivered by hand or sent by registered or recorded delivery post to the party on whom it is to be served or to whom it is to be given (unless otherwise specified in writing by the party) or transmitted by facsimile (and confirmed by transmission confirmation slip).

7.5.2 The address for any such notice shall be:

- (a) in relation to the Council given or served on the Head of Planning Services and copied to the Head of Legal Services with reference Tesco, Pembury TW/09/01265/S106; and
- (b) in relation to Tesco it will be given or served at the address given in this Deed (or such other address as may be notified to the Council from time to time) marked "for the attention of the Company Secretary and bearing the reference Woodgate Corner, Pembury, Tunbridge Wells, Kent – Section 106 Agreement".

7.5.3 Any notice or written request shall:

7.5.4 if delivered by hand during normal business hours to the person apparently in charge of the premises selected by the addressee for the delivery of notices, be deemed to have been received on the date of delivery;

- (a) if sent by registered or recorded delivery post be deemed to have been received two days after posting; or
- (b) if sent by facsimile transmission be deemed to have been received on the first business day following the date of transmission.



8        **APPROVALS**

Save as otherwise prohibited by law where under this Deed any approval agreement or other form of consent waiver or endorsement is required from the Council it shall not be unreasonably withheld or delayed.

9        **COSTS**

Tesco covenants to pay to the Council on the date of signing of this Deed their reasonable costs and disbursements and any irrecoverable VAT of and incidental to the preparation and execution of this Deed.

10       **WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11       **CHANGE IN OWNERSHIP**

Tesco agrees with the Council to give the Council as soon as reasonably practicable written notice of any change in ownership of any of its interest in the Site occurring before the obligations under this deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or the usual address if not) together with the area of the Site purchased by reference to a plan.

12       **INTEREST**

If any payment due under this Deed is paid late, interest at 3% above the base lending rate of HSBC Bank plc will be payable from the date payment is due to the date of payment.

13       **SECTION\_106 UNDERTAKING DATED 2 APRIL 1998**

The parties agree that the Section 106 Undertaking dated 2 April 1998 given to the Council by Woodcliff Limited, Tesco Stores Limited, Edward Charles Granger and the Secretary of State for the Environment Transport and the Regions shall following the Commencement of the Development have no further effect and not be enforceable against Tesco or its successor in title to the Site.

Delivered as a deed on the date of this document.

**Schedule 1  
Tesco's Obligation**

Tesco covenants with the Council:

**1 IMPLEMENTATION OF THE PERMISSION**

- (a) To serve written notice on the Council 10 Working Days prior to the Commencement of the Development and from the date specified in such notice or the actual date of Commencement (whichever is the earlier) Tesco covenants not to carry out any further works pursuant to the planning permission with reference TW/96/01797 (which for the avoidance of doubt is associated with the Section 106 Undertaking dated 2 April 1998 referred to at clause 13 of this Deed).

**2 BUS SERVICE CONTRIBUTION**

- (a) To pay the Bus Service Contribution to the Council prior to Commencement of the Retail Store.
- (b) Not to Commence the Retail Store until the Bus Service Contribution has been paid to the Council.

**3 COMMUNITY FACILITY BUILDING**

- (a) To Practically Complete the Community Facility Building prior to Occupation of the Retail Store.
- (b) Not to Occupy the Retail Store until the Community Facility Building has been Practically Completed.
- (c) On or before Practical Completion of the Community Facility Building to offer the Community Facility Lease to the Council or to the Parish Council or another community based organisation if so advised by the Council and if the offer is accepted to enter into the Community Facility Lease with the relevant body.
- (d) Subject to paragraph 3 (e) below:
- (i) not to Occupy the Retail Store until the Community Facility Lease has been offered to the Council or to the Parish Council or another community based organisation if so advised by the Council (together the "Relevant Body") and a further period of not less than 6 (six) weeks has been allowed to agree the terms of the Community Facility Lease (or earlier where the Relevant Body has notified Tesco that the terms of the Community Facility Lease have been agreed)
  - (ii) forthwith on agreement of the terms of the Community Facility Lease with the Relevant Body to execute the Community Facility Lease and release it for completion to the Relevant Body so that the Community Facility Lease can be entered into and completed by the Relevant Body
  - (iii) on completion of the Community Facility Lease to pay the Relevant Body's legal costs in negotiating and completing the Community Facility Lease up to £2,500 (two thousand five hundred pounds) together with any disbursements and irrecoverable VAT.
- (e) For the avoidance of doubt if the Relevant Body provides written notice that they do not want to proceed with the Community Facility Lease following receipt of the

offer and/or the executed Community Lease pursuant to paragraph 3 (d) above within 12 months from the offer and receipt of the executed Community Lease pursuant to paragraph 3(d) Tesco shall be released from any further obligations under this paragraph 3 of this Schedule.

**4 PARK AND RIDE**

- (a) To make the Park and Ride Ready for Use prior to Occupation of the Retail Store.
- (b) Not to Occupy the Retail Store until the Park and Ride has been made Ready for Use.
- (c) Subject to paragraph 4 (d) below:
  - (i) not to Occupy the Retail Store until the Park and Ride Lease has been offered to the Council and a further period of not less than 6 (six) weeks has been allowed to agree the terms of the Park and Ride Lease (or earlier where the Council has notified Tesco that the terms of the Park and Ride Lease have been agreed)
  - (ii) forthwith on agreement of the terms of the Park and Ride Lease with the Council to enter into and execute the Park and Ride Lease and release it to the Council so that the Council can enter into and complete the Park and Ride Lease;
  - (iii) on completion of the Park and Ride Lease to pay the Council's legal costs in negotiating and completing the Park and Ride Lease up to a maximum of £2,500 (two thousand five hundred pounds) together with any disbursements and irrecoverable VAT.
- (d) For the avoidance of doubt if the Council provides written notice that they do not want to proceed with the Park and Ride following receipt of the offer and/or of the executed Park and Ride Lease from Tesco pursuant to paragraph 4 (c) above within 12 months from the offer and/or receipt of the executed Park and Ride Lease pursuant to paragraph 4(c) Tesco shall be released from further obligations under paragraph 4 of this Schedule.
- (e) Upon Tesco and the Council entering into the Park and Ride Lease to pay the Council the Park and Ride Management Contribution.

**5 REPTILE MANAGEMENT CONTRIBUTION**

- (a) Prior to Commencement of the Development to pay the Council the Reptile Management Contribution.
- (b) Not to Commence the Development until the Reptile Management Contribution has been paid to the Council.

**6 WOODLAND MANAGEMENT PLAN**

- (a) To comply with the terms of the Woodland Management Plan.

**7 LANDSCAPE CONTRIBUTION**

- (a) To pay the Landscape Contribution to the Council prior to Commencement of the Retail Store.

- (b) Not to Commence the Retail Store until the Landscape Contribution has been paid to the Council.

8 **AIR QUALITY CONTRIBUTION**

- (a) To pay the Air Quality Contribution to the Council prior to Commencement of the Retail Store.
- (b) Not to Commence the Retail Store until the Air Quality Contribution has been paid to the Council.

9 **BUS PRIORITY CONTRIBUTION**

- (a) To pay 50% fifty percent of the Bus Priority Contribution to the Council prior to Commencement of the Retail Store.
- (b) Not to Commence the Retail Store until 50% (fifty percent) of the Bus Priority Contribution has been paid to the Council.
- (c) To pay the remaining 50% fifty percent of the Bus Priority Contribution to the Council prior to Occupation of the Retail Store.
- (d) Not to Occupy the Retail Store until the full Bus Priority Contribution has been paid to the Council.

**Schedule 2  
Council's Obligations**

**1 The Council hereby covenants with Tesco that:**

- (a) where any Contribution referred to in this Deed is stated to be payable for a particular purpose it will not be used otherwise than towards that purpose unless otherwise agreed in writing with Tesco;
- (b) it will upon receipt of a Contribution pay the same into an Account;
- (c) it will upon reasonable request from Tesco such request not to be made more than once every 6 (six) months provide Tesco with a breakdown of expenditure from any particular Contribution paid by them pursuant to this Deed;
- (d) where any Contribution paid by Tesco pursuant to this Deed has not been used by the Council within 10 (ten) years after the date of receipt of the final instalment in relation to the relevant Contribution then any remaining unspent sum will be repaid to Tesco within 20 (twenty) Working Days of a written demand together with any accrued interest thereon (and for the purposes of this paragraph (d) the repayment will be to the original paying party and not to that party's successor in title); and
- (e) at the reasonable written request of Tesco to provide written confirmation of the discharge of the Obligations contained in this Deed when satisfied that such Obligations have been performed.

Schedule 3  
Draft Heads of Terms for Lease of the Community Facility Building

**Tesco – Pembury Road, Tunbridge Wells**

**Community Facility Building**

**Principal Heads of Terms**

**Parties**

**Landlord:** Tesco Stores Ltd

**Tenant:** Pembury Parish Council, Tunbridge Wells Borough Council or another community based organisation (if so advised by the Borough Council).

**Demise:** An internal demise of the premises (including the inside and outside of any windows/glass/fascia/shopfront of the premises) outlined in red on the attached plan (to be forwarded by post).

**Term:** 25 Years (excluded from the security of tenure provisions of the Landlord and Tenant Act 1954).

**Break:** The parties may terminate the lease at any time if the premises are not used as a community facility (or other permitted use) for a continuous period of 12 months provided that not less than three months notice is given by either party.

**Rent:** Not exceeding £1 per annum with no rental increases throughout the term.

**User:** The tenant may use the demise as a community facility or such other use within class D1 as may be approved by the Landlord such approval not to be unreasonably withheld.

**Alienation:** Assignment and subletting of part is prohibited. Subletting or assignment of the whole of the demise is permitted with the Landlord's consent, such consent not to be unreasonably withheld, provided always that the tenant may retain all income from such subletting if subletting is permitted.

**Third Party**

**Operator:** The tenant may use a third party operator at his discretion without the consent of the Landlord, but subject to notification to the Landlord of his intention to do so and provided that no relationship of landlord and tenant is created and the third party operator acquires no rights over the demise.

**Alteration:** Structural and external alterations are prohibited. The tenant may make non-structural and internal alterations and additions with Landlord's prior written consent (not to be unreasonably withheld or delayed). The tenant shall be responsible for obtaining all consents and permissions for such alterations and additions.

Schedule 4  
Draft Heads of Terms for the Lease of the Park and Ride



**Tesco – Pembury Road, Tunbridge Wells**

**Park and Ride Facility**

**Principal Heads of Terms**

**Parties**

**Landlord:** Tesco Stores Ltd

**Tenant:** Tunbridge Wells Borough Council

**Demise:** Land outlined in red on the attached plan (to be forwarded by post)

**Term:** 99 Years (excluded from the security of tenure provisions of the Landlord and Tenant Act 1954).

**Break option:** The parties may terminate the lease at any time if the demise is not used as a car park for a continuous period of 12 months provided that not less than three months notice is given by either party.

**Rent:** Not exceeding £1 per annum with no rental increases throughout the term

**User:** The tenant may use the demise as a 24 hour, seven day a week, long stay parking facility in connection with Town Centre use or such other use as may be approved by the Landlord.

**Alienation:** Assignment of part is prohibited. The tenant may not sublet part or whole or assign the whole of the demise without the Landlord's consent, such consent not to be unreasonably withheld, provided always that the tenant may retain all income from such subletting if the subletting is permitted.

**Third Party**

**Operator:** The tenant may use a third party operator at his discretion without the consent of the Landlord, but subject to notification to the Landlord of his intention to do so and provided that no relationship of landlord and tenant is created and the third party operator acquires no rights over the demise.

**Alteration:** The tenant may not make any alterations to the demise without the Landlord's consent (not to be unreasonably withheld where such alterations are non-structural). The tenant shall be responsible for obtaining all consents and permissions for such alterations and additions. Any additional buildings or infrastructure installed upon the land by the tenant shall be maintained by the tenant.

Schedule 5  
Woodland Management Plan

# **SIMON JONES ASSOCIATES Ltd.**

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## **Woodland Management Plan**

**Holly Wood  
Pembury Road  
Tunbridge Wells**

**Compiled & presented by  
Mark Mackworth-Praed BA (Cantab.), M.Sc., F. Arbor. A.**

**Revision 'D' – June 2009**

## CONTENTS

1.	Introduction.	Page 3
2.	Woodland Description.	Page 3
3.	Statement of Objectives.	Page 7
4.	Management Scheme.	Page 8
5.	General Management Actions.	Page 9
6.	Individual Compartment Prescriptions.	Page 12
7.	Timetable of Operations.	Page 15
8.	Conclusion.	Page 17

## APPENDICES

1. The Tree Schedule.
2. Woodland Compartments Plan.

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## **1. INTRODUCTION.**

### **1.1. Instructions.**

1.1.1. I am instructed by Ben Wright and Alastair Macquire of Aspect Landscape Planning Ltd., Lower Suite, West Court, Hardwick Business Park, Banbury, Oxfordshire.

1.1.2. I am asked to produce a woodland management plan covering Holly Wood, located on the north-west and north-east boundaries of the existing Tesco store site at Pembury Road, Tunbridge Wells, Kent; an adjacent area of former residential land which is to be incorporated within the management area; and areas on the southern and eastern boundaries of the site to be planted as part of the proposed redevelopment of the Tesco store.

### **1.2. Purpose.**

1.2.1. An earlier management plan for Holly Wood was produced in March 2008 in order to satisfy Condition 4 of a planning permission granted on appeal to Tesco Stores Ltd. for a single-storey extension to the existing Tesco store (ref: APP/M2270/A/06/2023508). The plan was prepared in conjunction with an ecological survey of the woodland, which was undertaken by Aspect Ecology Ltd. in November 2007 in order to satisfy the requirements of Condition 5 of the same permission.

1.2.2. The earlier woodland management plan was approved by Tunbridge Wells Borough Council on the 29<sup>th</sup> of April 2008. However, the planning permission for the extension to the existing store has not been implemented.

1.2.3. The present plan is based closely on the principles of the previously approved March 2008 Woodland Management Plan, but updates it in the context of the proposed demolition of the existing Tesco store, and its replacement with an enlarged store building and car park. The present plan also reflects the incorporation of the former curtilage of a currently disused and derelict dwelling house (Binfield) into the woodland management area, and takes account of the findings of an updated ecological survey of the Tesco store site and adjacent land undertaken by Aspect Ecology Ltd.

## **2. WOODLAND DESCRIPTION.**

### **2.1. Woodland Compartments.**

2.1.1. On the basis of our surveys undertaken in October 2005 and October 2006, and updated by re-inspections and further surveys between November 2007 and January 2009, the woodland area has been divided for convenience into five compartments, as follows:-

- **Section A** lies along the site's north-eastern boundary with the High Street, between the junction with Pembury Road and the footpath link to the Tesco store from the High Street.
- **Section B** is a broader stretch of woodland along the north-western site boundary with Pembury Road.
- **Section C** lies to the east of the footpath link referred to above, and terminates at the fences of adjoining residential properties on its south-eastern side.
- **Section D** comprises the former curtilage of Binfield, the derelict residential property, and adjoins the south-west boundary of Section B.
- **Section E** comprises the linear strips of land along the southern and eastern boundaries of the site which are to be planted as part of the landscaping associated with the store redevelopment scheme.

2.1.2. The locations of these sections are indicated on the Woodland Compartments plan attached at **Appendix 2**.

## **2.2. Section A Description.**

2.2.1. **Section A** comprises a mixed belt of trees of inconsistent density and quality. Numerically, the most abundant species within this section is sycamore (*Acer pseudoplatanus*), which is present mostly as young or middle-aged specimens, together with freely-regenerating saplings of this species in the understorey, the majority of which is dominated by holly (*Ilex aquifolium*). Other canopy tree species include Scots pine (*Pinus sylvestris*), beech (*Fagus sylvatica*) and ash (*Fraxinus excelsior*).

2.2.2. A number of trees in this section are exhibiting sparse foliage and indications of decline. Sycamore, in particular, appears to be in poorer condition than average, with sparse foliage, tip dieback and other crown indications of root stress. There are previously windblown and collapsed trees within the area also, together with an area of open grassland immediately north of the existing Tesco store building.

2.2.3. The low-level visual density of this section of the woodland belt is relatively limited in places, being reduced by the presence of gaps in cover, through which the existing store building can be clearly seen from external viewpoints.

2.2.4. Some recent planting of field maple and laurel has been undertaken, with a number planted in plastic spiral guards, together with some laurels, but these trees and shrubs are only of limited height, and do not yet make a significant visual contribution.

2.2.5. Details of understorey and ground flora species present are set out in relevant paragraphs of the accompanying ecological report.

## **2.3. Section B Description.**

2.3.1. **Section B** comprises a more robust distribution of mature and semi-mature specimens of sycamore, Scots pine, beech, English oak (*Quercus robur*) and sweet chestnut (*Castanea sativa*), set within an understorey consisting almost exclusively

of holly. Whilst sycamore is the most numerous of the larger-growing species, the visual character of this section is one of well-established mixed broadleaved woodland.

2.3.2. The holly includes a few larger, older specimens, but the majority comprises middle-aged, naturally regenerated trees, which are generally suppressed under the canopies of the taller, higher canopy trees present. In areas where the canopy is more open, young holly saplings and regeneration form quite dense, impenetrable areas, and maintains a consistent and more or less continuous level of cover.

2.3.3. Apart from holly, the only other naturally regenerating species observed in any numbers in this area is yew (*Taxus baccata*), and there appears to be little in the way of native deciduous broadleaf regeneration. Ground cover consists almost exclusively of ivy (*Hedera helix*), indicating strongly that the woodland is an example of typical urban/suburban secondary woodland which has arisen on previously cleared or largely open land.

2.3.4. The ecological report notes the presence of other native and occasional non-native tree species, including western red cedar (*Thuja plicata*), laurel (*Prunus laurocerasus*), and field maple (*Acer campestre*).

## 2.4. Section C Description.

2.4.1. **Section C** is a remnant fragment of the woodland belt which has been compromised by the proximity of adjacent residential gardens leading to extensive dumping of garden rubbish within the area, and lack of management. A number of trees have been damaged as a result of the partial collapse of the crown of one of the three mature Scots pine within this area. Ground flora is sparse, but is dominated by ivy where present.

2.4.2. The area bordering the footpath link from the High Street to the Tesco store, which was evidently cleared at the time of its construction, consists mainly of replanting with maturing landscape shrubs, including guelder rose (*Viburnum opulus*).

## 2.5. Section D Description.

2.5.1. **Section D** is the former curtilage of Binfield, a residential dwelling house which is currently abandoned and standing derelict. It is essentially an overgrown and unmanaged former residential garden, with its north-western and south-western boundaries marked by linear groups of mixed semi-mature and mature trees, together with a number of specimens of sycamore, Scots pine and silver birch within the central area of the former garden to the north-east of the house. This formerly open grassed area is become progressively overgrown with brambles, with scattered self-sown or naturally generated sweet chestnut saplings appearing in several places.

2.5.2. Closer to the derelict house, there is a large specimen English oak encompassed within the sweep of the former driveway, and a number of smaller ornamental trees are planted within the former lawn to the front of the house. To its rear, the land is heavily overgrown with brambles, and screened from the adjoining

access road into the present Tesco car park by a belt of maturing younger Leyland cypress, and self-sown silver birch, ash and other species.

## **2.6. Section E Description.**

2.6.1. **Section E** consists of the two linear strips of land which, following completion of the extended car park for the new Tesco store, will lie between the southern and eastern limits of the car park and the respective site boundaries. These areas currently comprise a mix of open rank grassland, dense continuous bramble scrub, tall ruderals and, towards the south-eastern corner of the site, immature dense landscape buffer planting containing sweet chestnut, silver birch, English oak, field maple and Scots pine, with hazel and gorse also present.

## **2.7. Habitat Value.**

2.7.1. An assessment of the present level of use of the woodland by species of mammals, birds, reptiles, amphibians and invertebrates is set out in Section 4 of the ecological report. The assessment concludes that there are no records of any protected or notable species within these groups from within or adjacent to the woodland, and no evidence of the presence of any protected species (including badger) using the woodland was observed in the course of the recent survey.

2.7.2. The woodland is considered to offer some limited potential opportunities for roosting or foraging bats, potential for birds for both nesting and foraging, and habitats which are expected to support a range of common invertebrates. However, its density and lack of management mean that it is unlikely to be favoured by the majority of bat species, and offers little by way of opportunities for reptiles or amphibians.

2.7.3. The updated ecological survey undertaken by Aspect Ecology Ltd. suggests that the derelict building, and a number of trees within the woodland, have some limited potential to support roosting bats, although no evidence of bat occupation was found during the course of the survey. However, the report recommends that as a precautionary measure, a watching brief for bats is adopted during the demolition of the building; and that if any of the trees identified as having bat potential are to be felled, further detailed inspection is undertaken to establish whether roosting bats are likely to be present.

2.7.4. The ecological report identifies the strips of land identified as Section E as supporting a common lizard population sufficient to qualify as being of a "good-size", but, in the absence of other reptile species recorded within the surveys undertaken, insufficient to qualify the site as a "Key Reptile Site". Nonetheless, a translocation exercise of the existing reptile populations is recommended to take place prior to the commencement of development.



### **3. STATEMENT OF OBJECTIVES.**

#### **3.1. Evaluation.**

3.1.1. This woodland has characteristics which define the contribution it makes to the local area. It is small in size, and linear in character, defining the boundaries of the Tesco store site and separating this from the adjacent roads. There is no provision for general public access into the woodland, but there is evidence of unauthorized incursions in the form of casual and in places more systematic dumping, especially of garden rubbish. Within Area D, the derelict house shows evidence of regular and ongoing incursions and vandalism.

3.1.2. The woodland is of some value to wildlife, but due to its neglected condition and the lack of comprehensive management the canopy layer is dominated by non-native sycamore. The understorey is dominated by holly, forming a dense and over-shaded layer, thus limiting species diversity and opportunities.

3.1.3. The woodland is also of value in providing visual relief and landscape screening to the developed site of the existing store, and providing enclosure and shelter to the site, and separation from the adjacent main roads.

3.1.4. The former curtilage of Binfield offers the opportunity to increase and extend the woodland area, thereby enhancing its overall landscape value and its potential value as wildlife habitat.

3.1.5. The woodland also affords opportunities as an environmental educational resource, with the potential for organized visits or field trips arranged by, or with the involvement of, the local wildlife trust, natural history groups, or schools.

#### **3.2. Objectives.**

3.2.1. On the basis of the surveys and assessments undertaken, the following woodland management objectives are appropriate:

**a) To maintain and enhance the current biodiversity value of the woodland.**

- a.i) To increase species diversity by thinning of existing understorey and canopy layers where appropriate, and replanting with native species of local provenance
- a.ii) To enhance opportunities for nesting and roosting opportunities for a variety of birds and mammals
- a.iii) To maintain a varied age structure of trees
- a.iv) To remove undesirable species, and trees likely to become dangerous to the public or to adjacent properties.
- a.v) To restrict undesirable activities, such as flytipping.
- a.vi) To enhance ground flora by planting of suitable species

**b) To maintain and improve the woodland's visual and amenity value.**

- b.i) To remove rubbish and non-organic debris
- b.ii) To repair or replace boundary fencing, where required

c) **To maintain the woodland with appropriate regard to health and safety.**

c.i). To take reasonable steps to minimise or prevent the risk of injury or damage to the public or property arising from the failure or uprooting of any trees within the woodland, as is consistent with the Occupiers' Liability Acts of 1957 and 1984.

d) **To increase the woodland area.**

d.i). To extend the woodland area over the former residential curtilage of Binfield by a combination of management of natural regeneration and new planting; and over the linear strips of land along the site's southern and eastern boundaries.

#### **4. MANAGEMENT SCHEME.**

##### **4.1. Plan Period.**

4.1.1. This management plan is addressed towards a period of fifteen years from its initiation, with provision for its review, in consultation with the Local Planning Authority's Tree Officer, after periods of five and ten years.

4.1.2. Towards the end of the fifteen-year period, a further review of the plan will be undertaken in conjunction with the Council's Tree and Landscape Officer(s), to assess the extent to which its objectives, as defined above, have been achieved, and with a view to the agreement of a further management plan for the ensuing period of ten or fifteen years, as appropriate to the circumstances pertaining at that time.

##### **4.2. Woodland Inspections.**

4.2.1. An annual joint inspection of the woodland will be carried out by the arboricultural and the ecological consultants during the spring or early summer of each year. The purposes of this joint inspection will be to:-

- Assess the woodland's general condition and effectiveness of management actions previously undertaken
- Identify and agree removal of/ tree surgery to any trees that may constitute a hazard or risk to the public
- Identify and agree removal of exotic and/or invasive species
- Identify and agree any trees to be removed for canopy thinning
- Identify and agree areas of understorey thinning
- Identify and agree areas suitable for planting

4.2.2. On the basis of these inspections, a schedule will be produced detailing works proposed for each woodland compartment for the forthcoming year, identifying responsibilities for implementation, and relevant timings. This schedule will be drawn up within the framework of the general management objectives (**Section 3.2** above),

the general management actions (**Sections 5.1 to 5.6**) and individual compartment prescriptions (**Sections 6.1 to 6.4**) below, and in accordance with the overall timetable at **Section 7.2**.

4.2.3. In the first, fifth and tenth years of the plan's implementation, this schedule will be submitted to the Council's Tree Officer for his review and any comments. If as a result of these inspections, substantive changes to the management plan itself need to be made, the revised plan will be submitted to the Local Planning Authority for approval.

4.2.4. In addition, the arboricultural consultant will undertake an inspection of trees on the woodland's perimeter following any extreme weather event (severe gales, storms or heavy snowfalls) to determine if any trees have been rendered hazardous as a result, or will arrange for such an inspection to be undertaken by a suitably qualified person. The arboricultural consultant will notify the client of any recommended works arising from such inspections as soon as is practicable thereafter.

## **5. GENERAL MANAGEMENT ACTIONS.**

### **5.1. Undertaking tree works necessary to manage hazard.**

5.1.1. Dead or dangerous trees within falling distance of surrounding public rights of way, the proposed store site, or adjoining private properties will be pruned or felled to prevent risk of harm resulting from their collapse. Where pruning would not address such risks fully, trees will be felled. Inspections of the relevant trees will be carried out prior to felling by the ecologist, to check for bat roosting sites or indications of bat usage. In the event that evidence of bat usage is found, appropriate advice will be taken as to timing and methods of working, in order to ensure that bats are disturbed as little as possible.

5.1.2. Any tree which is known to be occupied by bats will be retained unless it clearly compromises the health & safety of residents or the public. Where felling or tree surgery is essential for these reasons, measures to reduce any effects on bats should be adhered to, as below:

- When pruning or lopping any part of a tree, the cut must be made as far above any likely hole or crack in the bark which has potential to support a roosting bat. Any thinning or reduction of the crown of a tree shall be the minimum required.
- Where trees covered with dense ivy are felled, they shall be left to rest for a period of 24 hours prior to branch and ivy removal.

5.1.3. Those parts of trees that are within 3m of, or overhang, surrounding public rights of way and properties will be crown cleaned to remove all dead, damaged and

diseased branches over 50mm in diameter at point of origin (subject to the provisions regarding bats set out above).

5.1.4. Dead trees, or others currently identified as category 'R' (trees to be removed) that are not within falling distance of surrounding public rights of way or properties will be left *in situ* to deteriorate naturally.

5.1.5. Dead branches in otherwise live trees will be left in place unless they are at risk of falling outside the woodland boundaries.

5.1.6. Stumps of trees felled for safety reasons will be left *in situ*, at heights of up to 1m, to provide a suitable environment for beetles and other invertebrates.

5.1.7. Tree works will be done in accordance with British Standard BS 3998: 1989, *Recommendations for Tree work*, and will be undertaken only by properly qualified and experienced tree surgery contractors. All tree felling or surgery works undertaken within the woodlands will also observe those measures necessary to prevent disturbance to any species using the woodland, particularly those protected under the Wildlife & Countryside Act 1981.

## **5.2. Removal of undesirable species.**

5.2.1. Tree or shrub species identified as being undesirable for the long-term integrity and biodiversity value of the woodland will be removed. The principal species falling within this category is sycamore, due to its invasive propensities. However, removal of all specimens of sycamore at one time would seriously diminish the screening effect provided by this woodland belt, and accordingly a phased programme of removal over the next ten to fifteen years is recommended.

5.2.2. Other species currently present which have been identified by the ecological assessment to be undesirable, on account of their negative effect on biodiversity and native woodland species, include:

Cherry laurel (*Prunus laurocerasus*)  
Western red cedar (*Thuja plicata*)  
Stinging nettle (*Urtica dioica*)

## **5.3. Treatment of woody arisings from tree felling & surgery works.**

5.3.1. Arisings from tree felling and surgery works will be retained on site for the benefit of habitat and biodiversity, as far as this is compatible with considerations of public safety.

5.3.2. Arisings of less than 150mm in diameter ('brushwood') shall be cut into flat planes and laid parallel to each other to form compressed stacks. These stacks shall be located at least 2m from the base of any tree. They shall be built in locations where they will not prevent or suppress the growth of planted or naturally regenerating saplings; and shall measure no more than 2m wide, 3m long, and 1.5m in height.

5.3.3. All arisings of over 300mm in diameter shall be left in minimum lengths of 3m, laid flat on the ground, at least 2m from the trunk of any tree. Where the ground is not level they shall be pegged to prevent them moving or rolling.

5.3.4. All arisings of between 150mm and 300mm in diameter ('cordwood') are to be removed from site, as retaining them on site would be likely to result in increased unauthorized incursions by members of the public (e.g. for gathering of firewood) and consequent risks of vandalism or damage, or risks to the safety of those persons involved.

#### **5.4. Removal of non-organic rubbish and debris.**

5.4.1. All non-organic rubbish, debris and dumped garden waste shall be cleared and removed to an approved waste disposal site within the first year of implementation of this management plan.

5.4.2. Subsequently, general litter and rubbish will be controlled by periodic litter-picking at appropriate (e.g. monthly) intervals. Any instances of significant dumping or fly-tipping will be addressed and dealt with as they arise, as soon as possible after any such event.

#### **5.5. Repair and maintenance of boundary fencing.**

5.5.1. The existing chain link fencing on the outer perimeter of the woodland belt will be replaced or repaired as required within the first year of the plan's implementation, to deter unauthorized public access into the woodland from the High Street or Pembury Road. Internal fencing on the periphery of the Tesco store site will be maintained in good condition for the same reason.

5.5.2. Details of the existing fencing and of the sections proposed for repair or replacement are shown on the Woodland Compartments plan at **Appendix 2**.

5.5.3. The existing open access to Section C off the footpath link between the store car park and the High Street (over a timber knee-rail fence) will be retained.

5.5.4. The incorporation of Section D into the woodland management area renders the length of boundary fencing currently separating it from Section B redundant. This will accordingly be removed, thereby facilitating access between these sections for management purposes.

5.5.5. Pedestrian access, and access for plant or machinery for management purposes (e.g. for felling, thinning etc.), will be achieved via the existing vehicular access to the former residential dwelling in Section D. The existing gates will be repaired or replaced as appropriate. Ability to access the woodland by this route should render it unnecessary to undertake any temporary removal of sections of the chain link fencing along the verge adjoining the A264 Pembury Road, as was envisaged in the March 2008 version of the woodland management plan.

5.5.6. The linear strips of land identified as Section E will be safeguarded from construction-related disturbance or contamination by building materials, cement or fuel spillage etc. by the erection of temporary protective fencing around the limits of

the proposed extended car park in accordance with the recommendations of British Standard BS 5837: 2005, *Trees in relation to construction: Recommendations*. The position of the proposed runs of protective fencing are shown on Simon Jones Associates' Tree Protection Plan SJA TPP 04 Revision 'A', dated June 2009. The protective fencing will remain in place until all construction works have been completed, and all construction plant, materials and equipment have been removed from site.

## **5.6. Tree and Shrub Planting and Maintenance.**

5.6.1. All tree and shrub planting will be done in accordance with the relevant British Standards. (BS 3936, *Nursery Stock Parts 1 and 4*; and BS 4428, *Code of Practice for general landscape operations*. All specimens should have adequate rabbit protection or should be planted in tree shelters. Planting will be undertaken within the planting season, normally between October and March inclusive.

5.6.2. All plantings will be adequately maintained. This should include the following:

- Watering during summer if periods of prolonged drought are encountered
- Re-mulching as necessary
- Checking and replacement, if necessary, of stakes, ties, tree shelters or rabbit guards
- Removal and replacement of any failed specimens
- Organic weed control to reduce competition for soil water and nutrients (herbicides will not be used)
- Formative or restorative pruning of specimens as necessary

5.6.3. A precise specification for aftercare based on the above principles will be part of the contract for the implementation of this programme. Watering should be carried out as and when necessary; all other tasks should be undertaken annually.

## **6. INDIVIDUAL COMPARTMENT PRESCRIPTIONS.**

### **6.1. Section A.**

6.1.1. In line with the recommendations of the ecological report, the following actions are proposed within Section A:-

1. Replanting of English oak within open areas. Areas identified as being suitable for re-planting will be cleared of brambles, nettles or other undesirable undergrowth that might affect the successful establishment of trees. Planting will be of standards (8-10cm girth, 2.5m approx. height) at low density to maintain the open canopy and allow light to the woodland floor.
2. Management of understorey. Management of the understorey within this Section will include the removal of non-native species (principally laurel); the thinning of overly developed holly thickets; the protection of existing privet (*Ligustrum vulgare*) and yew (*Taxus baccata*) regeneration; and the planting

of additional understorey shrubs, comprising spindle (*Euonymus europaeus*), crab apple (*Malus sylvestris*), and guelder rose (*Viburnum opulus*).

3. Enhancement of ground flora. Planting of primrose, bluebell, and stinking hellebore to provide increased opportunities for invertebrates, birds and small mammals is recommended, combined with clearance of brambles to aid establishment.
4. Maintenance and enhancement of deadwood habitats. Re-positioning of existing dead wood piles away from the bases of standing trees, and creation of new piles from thinning or felling operations.

## 6.2. Section B.

6.2.1. The following management actions are proposed within Section B:-

1. Limited canopy thinning. Selective felling of trees to reduce shading and improve light levels reaching the woodland floor, favouring the removal of sycamore, and allowing the trees retained space to develop more fully.
2. Retention of some larger holly as future sub-storey trees. Selection of the better and larger maturing specimens will increase canopy diversity in the long term.
3. Planting of English oak. Areas towards the eastern end of Section B where sufficient space is available to be planted with oak standards at low density.
4. Thinning of holly understorey. Holly is over-dense and dominant in many parts of this section. Thinning of over-dense areas will improve light conditions, and create opportunities for increased diversity through new planting.
5. Enhancement of understorey. Where suitable space becomes available, planting of additional understorey species is recommended, including hazel (*corylus avellana*) and dog rose (*Rosa canina*) in addition to species listed above under Section A.
6. Removal of non-native species , principally laurel and planted conifers.
7. Reinforcement of woodland edge along the A264 boundary by planting oak and understorey species, to maintain the integrity of the woodland edge and visual screening.
8. Enhancement of ground flora in open areas, as for Section A above.

## 6.3. Section C.

6.3.1. The following management actions are proposed within Section C:-

1. Removal of dumped garden waste etc. Clearance of dumped garden rubbish, and the cutting up of fallen branches from the mature Scots pines in this section, will result in an increased area of potential woodland floor becoming available. A light soil scrape of the relevant area is also recommended following removal of the debris.
2. Planting of canopy species and understorey. Recommended species for planting in the cleared area comprise ash, crab apple hazel, spindle and dogrose.
3. Protection of natural regeneration. Naturally regenerating yew, beech and ash saplings will be retained and protected.

4. Control of weed species. Stinging nettles and brambles are to be controlled to favour the development of woodland ground flora, and enhanced by plug/bulb planting as for Sections A and B.

6.3.2. Liaison with the residents of adjoining properties may be required in order to prevent further instances of garden waste dumping taking place within this section, although evidence of visible management activity within this area itself may be a sufficient deterrent to future occurrences.

#### 6.4. Section D.

6.4.1. The following management actions are proposed within Section D:-

1. Demolition of existing building and removal of hard surfacing. The existing house will be demolished, and all its associated structures and hard surfacing will be removed, thereby enabling the extension of woodland cover over the area previously occupied by built form. A watching brief for bats will be maintained whilst this operation is in progress, in line with the recommendations of the ecological report.
2. Control of weed species. Brambles are to be cleared or controlled to favour the development of woodland ground flora, and to enable new woodland planting to take place.
3. Protection of natural regeneration. Naturally regenerating English oak and sweet chestnut saplings will be retained and protected.
4. Planting of canopy species and understorey. Recommended species for planting in the cleared areas comprise English oak, sweet chestnut, ash, and hazel.
5. Encouragement of woodland ground flora. Planting of primrose, bluebell, and stinking hellebore to provide increased opportunities for invertebrates, birds and small mammals is recommended, combined with clearance of brambles to aid establishment.
6. Removal of non-native species, principally Leyland cypress, ornamental garden shrubs, etc.

#### 6.5. Section E.

6.5.1. The following management actions are proposed within Section E:-

1. Retention of existing trees. Established trees within the areas between the limit of the extended car park and the site boundary will be retained, and protected through the construction period by temporary protective fencing, as indicated on SJA TPP 04 'A'.
2. Planting of native trees and native shrub mix. Details of the proposed trees and shrubs to be planted within this section are identified on Aspect Landscape Planning's drawing 4456 ASP5 Revision 'F'. Tree species include field maple, common alder, hornbeam, English oak and rowan; shrub species include dogwood, hazel, holly, privet, blackthorn, purging buckthorn, gorse and wayfaring tree.
3. Maintenance to secure satisfactory establishment. Maintenance of the planted areas will be carried out in accordance with the principles defined in Paragraph 5.6.2 above to secure establishment and canopy closure. Any



invasive non-native species arising within the areas will be carefully controlled.

4. Future management as native broadleaved woodland. Management and subsequent operations following successful establishment will be directed towards the maintenance of these linear areas as native broadleaved woodlands, with encouragement of associated native woodland ground flora.

## **6.6. Specific Faunal Enhancement Measures.**

6.6.1. The ecological report recommends the installation of Schwegler bat boxes be attached to semi-mature or mature trees within the woodland, and in particular tree crevice-type boxes, as these are favoured by Pipistrelle bats.

6.6.2. In addition, the report recommends the provision of five small mammal boxes and three woodcrete hedgehog domes within the woodland area, to provide habitat opportunities for pygmy shrews, woodmice and hedgehogs. The provision of at least ten bird nest boxes is also recommended.

6.6.3. The installation of these specific faunal enhancement measures, as recommended, forms part of this management plan in order to increase the biodiversity and habitat value of the woodland.

## **7. TIMETABLE OF OPERATIONS.**

### **7.1. Sequencing and Timing of Operations.**

7.1.1. Removal of dangerous or potentially hazardous trees or branches should be carried out at the earliest opportunity. Initial stages of removal of undesirable specimens could be done at the same time.

7.1.2. The undertaking of tree surgery works to maintain the trees in good condition will be undertaken in early autumn when trees are still in leaf, but when birds are no longer nesting and bats are in transition.

7.1.3. Demolition of the existing building within Section D, removal of all hard surfaces, etc., as well as removal of rubbish and debris from all areas of the woodland should all be undertaken as soon as the plan is implemented.

7.1.4. Fencing and gates should be re-erected or repaired as soon as the plan is implemented.

7.1.5. Thinning of areas of understorey to provide space for re-planting, canopy thinning and planting up of open areas within the three woodland sections should be spaced out evenly over the plan period, subject to budgetary considerations.

7.1.6. Replanting and new planting should be undertaken in the planting season, initially between October 2009 and March 2010.

7.1.7. Maintenance of planted areas should commence once planting has been undertaken. Watering, if necessary, should be undertaken between May and September; re-mulching, replacement of failed trees, stakes, ties, and guards, and weed control should be undertaken the following autumn.

7.1.8. The anticipated timetable for these operations assumes that they will commence once approval of this plan has been received from the Local Planning Authority, with commencement anticipated in 2009.

7.1.9. The plan's implementation and progress should be reviewed at years five and ten after inception, in consultation with the Council's Tree and Landscape Officers. On these occasions, an assessment of progress towards its overall objectives should be evaluated, and any adjustments or changes considered necessary to achieve these should be formally adopted.

## 7.2. Timetable of Operations.

7.2.1. A tabulated indicative schedule of operations is presented below and overleaf. Precise timings of particular operations may be subject to review at each annual inspection, depending on overall progress of the plan towards its objectives, budget considerations, success of measures already implemented, or other factors.

Schedule of Operations		
Date	Woodland Section	Operation
Summer 2009	All sections	Re-assessment of woodland by arboricultural consultant & ecologist.
		Preparation of initial tree work schedules, identification of planting/natural regeneration areas, in consultation with the LPA Tree Officer.
		Demolition of existing building etc. in Section D.
Summer 2009	All sections	Removal/pruning of dead or dangerous trees within falling distance of properties & rights of way.
		Removal of non-organic debris & dumped rubbish.
		Re-erect/repair boundary fencing.
		Install bird/bat/mammal boxes.
Autumn 2009	Sections A & C	Clearance of collapsed/fallen trees & undergrowth to prepare replanting areas; draw up re-planting schedules.
	Section B	Commence management of holly understorey; control sycamore sapling growth, select and protect saplings of desirable species.
	Sections D & E	Clearance of brambles/undergrowth to create new planting areas.
Winter 2009	Sections A & C	Re-plant prepared areas with woodland canopy understorey species.
	Section B	Continue management of understorey as above.
	Sections D & E	Plant prepared areas with woodland canopy & understorey species.
Spring-Summer 2010	Sections A, C, D & E	Maintenance of re-planted areas; weed control, watering, maintenance of tree shelters/guards as required.

Schedule of Operations		
Date	Woodland Section	Operation
	Sections B & D	Maintenance of tree shelters/guards around selected natural regeneration.
	All sections	Regular monitoring – repair of incursions, removal of dumped rubbish as required.
Autumn 2010	Sections A & C	Identify areas for additional understorey planting, draw up planting schedules.
	Sections B & D	Identify semi-mature or mature sycamore trees to be selectively removed to favour native species growth & development; draw up phased schedule over plan period.
Winter 2010	Sections A & C	Plant additional understorey/ground flora species mix in identified areas.
	Sections B & D	Initiate phased sycamore removal programme; carry out re-planting or natural regeneration selection on completion of each phase.
	All Sections	Inspection/cleaning/repair of bird boxes.
Spring-Summer 2011-2023	All sections	Annual inspection; draw up relevant tree work/planting schedules; refine/adjust programme of phased sycamore removal as required; full review of plan after five and ten years from plan commencement.
	All sections	Regular monitoring – repair of incursions, removal of dumped rubbish as required.
	Sections A, & C	Maintenance of re-planted areas; weed control, watering, maintenance of tree shelters/guards as required.
	Sections B, D & E	Maintenance of tree shelters/guards around planting/selected natural regeneration.
Autumn— Winter 2011-2023	Sections A, C, D & E	Replacement/beating up of any planting failures.
	Section B	Continue phased sycamore removal; carry out re-planting or natural regeneration selection on completion of each phase.
Autumn- Winter 2011-2023	All Sections	Inspection/cleaning/repair of bird boxes. Inspection/monitoring/repair of bat boxes (NB to be undertaken by licensed bat workers only where appropriate, and timing to be advised in accordance with current requirements).

## 8. CONCLUSION.

### 8.1. Summary and Conclusion.

8.1.1. The woodland is of some value to wildlife, but due to its neglected condition and the lack of management the canopy is dominated by non-native sycamore, and the understorey by holly, thus limiting species diversity and opportunities. The woodland is also of value in providing landscape screening, providing enclosure and shelter to the site, and separation from the adjacent main roads.

8.1.2. The objectives of this management plan, which is envisaged to operate over a fifteen-year period from its initiation, are to maintain and enhance the current biodiversity value of the woodland; to maintain and improve its visual and amenity value; to maintain it with appropriate regard to the health and safety of the public and adjoining property; and to extend its area over the former curtilage of the existing derelict building.

8.1.3. General management actions, and specific proposals for each of the three sections of the area, are set out within the body of the management plan. These draw closely on the findings and recommendations of the ecological reports prepared by Aspect Ecology Ltd.

8.1.4. A timetable of operations is presented which sets out a schedule of operations for a fifteen-year period commencing in 2009. This schedule is subject to detailed adjustment on annual re-inspections of the area by the arboricultural consultant and the ecologist, with the provision for fuller reviews after five and ten years in consultation with the Local Planning Authority.

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June 2009**

**APPENDIX 1**

**TREE SCHEDULE**

# Tree Schedule: Explanatory Notes

## Holly Wood, Pembury Road, Tunbridge Wells

This schedule is based on tree surveys undertaken by Simon Jones Associates Ltd. on several dates between October 2005 and August 2008, and most recently updated in January 2009. The trees have been viewed in all seasons over the course of successive inspections.

The information contained in this schedule covers only those trees that were examined, and reflects the condition of these specimens at the time of inspection. We did not have access to the trees from any adjacent properties; observations are thus confined to what was visible from within the site and from surrounding public areas.

The trees were inspected from the ground only and were not climbed. No samples of wood, roots, or soils were taken for analysis.

A full hazard or risk assessment of the trees was not undertaken. No guarantee, either expressed or implied, of the safety, stability or internal condition of any of the trees can be given therefore.

### 1. Tree No.

Given in discontinuous sequential order, commencing at "1".

### 2. Species.

'Common names' are given, taken from MITCHELL, A. (1978) A Field Guide to the Trees of Britain and Northern Europe.

### 3. Height.

Measured approximately with the aid of a clinometer, given in metres.

### 4. Trunk diameter.

Trunk diameter measured at approx. 1.5m above ground level; or in case of trunks that divide into separate stems between adjacent ground level and 1.5m, at base, immediately above root flare ('arf'). Given in millimetres.

### 5. Radial Crown Spread.

The maximum extent of branches from the base of the trunk in any direction, given in metres. In the case of trees with asymmetrical crowns, separate distances are quoted in relation to points of the compass.

### 6. Crown Clearance.

Distance from adjacent ground level to lowest part of lowest branch, in metres.

### 7. Age Class.

Young: Age less than 1/3 life expectancy

Middle aged: 1/3 to 2/3 life expectancy

Mature: Over 2/3 life expectancy

Over-mature: Mature, and in a state of decline

Veteran: Surviving beyond the typical age range for species

### 8. Physiology.

Health, condition and function of the tree, in comparison to a normal specimen of its species and age.

### 9. Structure.

Structural condition of the tree – based on both the structure of its roots, trunk and major stems and branches, and on the presence of any structural defects or decay.

Good: No significant physiological or structural defects, and an upright and reasonably symmetrical structure.

Moderate: No significant pathological defects, but a slightly impaired physiological structure; however, not to the extent that the tree is at immediate or early risk of collapse.

Indifferent: Significant physiological or pathological defects; but these are either remediable or do not put the tree at immediate or early risk of collapse.

Poor: Significant and irremediable physiological or pathological defects, such that there may be a risk of early or premature collapse.

Hazardous: Significant and irremediable physiological or pathological defects, such that there is a risk of imminent collapse.

### 10. Comments.

Where appropriate comments have been made relating to:

- Health and condition
- Safety, particularly close to areas of public access
- Structure and form
- Estimated life expectancy or potential
- Visibility and impact in the local landscape

### 11. Category.

Based on the British Standard "Trees in relation to construction - Recommendations", BS 5837: 2005, Table 1.

**Category R:** Trees in such a condition that any existing value would be lost within 10 years and which should, in the current context, be removed for reasons of sound arboricultural management.

- Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other R category trees (i.e. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning).
- Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline.
- Trees infected with pathogens of significance to the health and/or safety of other trees nearby, or very low quality trees suppressing adjacent trees of better quality.

**Category A:** Trees of high quality and value: in such a condition as to be able to make a substantial contribution (a minimum of 40 years is suggested).

- Trees that are particularly good examples of their species, especially if rare or unusual, or essential components of groups, or of formal or semi-formal arboricultural features
- Trees, groups or woodlands which provide a definite screening or softening effect to the locality in relation to views into or out of the site, or those of particular visual importance
- Trees, groups or woodlands of significant conservation, historical, commemorative or other value

**Category B:** Trees of moderate quality and value: those in such a condition as to make a significant contribution (a minimum of 20 years is suggested).

- Trees that might be included in the high category, but are downgraded because of impaired condition
- Trees present in numbers, usually as groups or woodlands, such that they form distinct landscape features, thereby attracting a higher collective rating than they might as individuals but which are not, individually, essential components of formal or semi-formal arboricultural features, or trees situated mainly internally to the site, therefore individually having little visual impact on the wider locality
- Trees with clearly identifiable conservation or other cultural benefits

**Category C:** Trees of low quality and value: currently in adequate condition to remain until new planting could be established (a minimum of 10 years is suggested), or young trees with a stem diameter below 150mm.

- Trees not qualifying in higher categories
- Trees present in groups or woodlands, but without this conferring on them significantly greater landscape value, and/or trees offering low or only temporary screening benefit

## TREE SCHEDULE

### Holly Wood, Pembury Road, Tunbridge Wells

No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physio - logy	Structure	Comments	Category
1	Scots pine	23m	710mm	2m N 2.5m E 6m S 4m W	6m	Mature	Average	Moderate	Single straight trunk. Very high crown, higher than all surrounding trees. Pruning wound S side at 2m exhibits some decay of the heartwood to a depth of 330mm. Main structural branch growth is to the S producing an unusual canopy shape. Large branch growing to S at approx. 10m has excessive end weight and as overhangs service yard should be reduced to approx. 5m from trunk to reduce weight and risk of collapse. Slightly inclined towards the S due to adjoining trees; no significant visible structural defects, therefore a tree of moderate quality; a major component of the woodland group in which it stands and can be seen for some distance in all directions, therefore of high value. Capable of medium to long term retention if managed correctly.	B (1)
2	Beech	14m	670mm (over ivy)	14m N 6.75m E 7.5m S 8.5m W	1m N 3m E 4m S 4m W	Middle aged	Average	Moderate	Single, lightly ivy-covered trunk leaning slightly to NW; lightly ivy covered into mid canopy; spreading canopy nature, pruning wound at 6.5m N side where a large structural branch has been removed. One-sided crown grows mainly to NW, appears to have lost top in past at approx. 6/7m. Very heavy lateral branch from 6m growing to the NNE, should be reduced to reduce weight and risk of collapse. Minor deadwood throughout; of moderate structure thus of moderate quality and of moderate value as it is a significant component of the belt of trees in which it grows. Despite its relatively low height provides good screening and is capable of medium to long term retention if managed correctly.	B (1)
3	Sycamore	13m	260mm	2m N 3m E 4.5m S 2.25m W	1m	Young	Average	Indifferent	Single trunk, immediately leans to S before straightening at 1.5m, drawn up in nature especially on its N side; twin-stemmed from 4m, three sub-dominant stems, wound at 5.5m S side partially occluded; one-sided crown suppressed on NW side. Of indifferent structure thus of low quality and individually of low value as is not a significant tree within the belt in which it grows; capable of short to medium term retention. Self-seeded specimen of little potential.	C (12)
4	Holly	11m	290mm	5.5m N 4m E 3.5m S 3m W	0m	Middle aged	Average	Moderate	Single trunk; typical low branching structure of species, rounded crown, completely overtopped by adjacent beech. Stem in upper crown appears to bend to N; no visible structural defects thus of moderate quality, also of moderate value as it grows on the edge of the belt of trees in which it grows; provides good low level screening and is an established specimen; capable of medium to long term retention if managed correctly.	B (2)
5	Sycamore	13m	455mm (over ivy)	7m N 3.5m E 2m S 3.5m W	1m 3m N	Middle aged	Average	Indifferent	Single trunk, heavily ivy covered into upper canopy; suppressed on its S side by surrounding trees giving minimal canopy growth in that direction, some minor dieback at top. No visible structural defects due to ivy; of indifferent structure thus of low quality but of moderate value as it can be seen for some distance to the N, E and W but is of reduced potential due to species; readily visible on edge of tree belt to which it is an essential contributor and therefore worthy of retention for time being. Capable of short to medium term retention if managed correctly.	C (12)

No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physiology	Structure	Comments	Category
6	Sycamore	10m	190mm (over ivy) N 160mm (over ivy) S	4.75m N 1.25m E 2.75m S 3m W	3m	Young	Average	Indifferent	Twin stemmed from ground level orientated N/S, co-dominant in nature; suppressed on E side by windblown sycamore; of indifferent structure thus of low quality but of moderate value as it does provide some screening along the N side of the belt of trees in which it grows. Small self-seeded specimen of low quality and value, but recommend retention for outward screening in short-term, removing S stem only; later replace when new planting is established.	C (12)
7	Sycamore	10m	300mm	10m N 3m E 0m S 3m W	1m	Middle aged	Average	Hazardous	Formerly twin stemmed, has been windblown, both stems now lay flat on ground and all growth has come from basal suckers now growing vertically, there are approx. 8 stems; stem growth liable to premature failure and should be removed for sound arboricultural management reasons. Tree of no potential and stems could be liable to further collapse.	R
8	Sycamore	11m	250mm	4m	2m	Young	Low	Indifferent	Single trunk with three or four small subsidiary stems/suckers; soil level change between N and E sides; symmetrical crown, sparsely foliated and below average incremental growth suggestive of root problems. Occluded, surface scarring on the base of the trunk for the first 1.5m; upper crown shows signs of decline and dieback. Of low quality, and although just visible from the adjoining public pavement of low value; unlikely to be of any potential.	C (12)
9	Sycamore	13m	420mm (over ivy)	3m 5.5m N 4.25m E 4m S 5m W	3m	Middle aged	Below average	Indifferent	Single trunk, ivy covered into mid canopy; sparsely foliated crown, with leaf size below normal and dieback especially at crown tips. Specimen of reasonable structure but low quality; contributes to tree screen, but not an essential component; of reduced potential and should be removed for sound arboricultural management reasons.	R
10	Sycamore	17m	695mm (over ivy)	9.5m N 7.75m E 7m S 5.5m W	6m S 3m	Mature	Average	Indifferent	Single trunk, heavily ivy covered into upper canopy, leans to N, bifurcates into two co-dominant stems at 2.5m orientated E/W, cannot see junction point due to covering of ivy, E stem further bifurcates at 4.5m orientated E/W; spreading crown mainly to N over High Street. Of indifferent structure thus of low quality but of moderate value as is readily visible from the main road and is a significant part of the belt of trees in which it grows and is capable of retention in at least short-term if managed correctly. If retained, recommend taking some branch weight from over road.	C (12)
11-12	Holly	10m	305mm to 280mm	8.5m N 4m E 2m S 3m W	0m	Middle aged	Average	Indifferent	Two holly trees both with single trunks that have partially blown over and lean heavily to the N; typical low branching structure of species; both root plates lifted out of the ground, but no evidence of imminent collapse. If they were to fall they would reach the footpath, hence recommend reducing heights to remove end weight; of indifferent structure thus of low quality but of moderate value as they provide good low level screening between store and petrol station; capable of medium term retention with appropriate management.	C (12)
13	Holly	8m	265mm N 165mm S	3m	0m	Young	Low	Indifferent	Twin stemmed from ground level orientated NE/SW, co-dominant in nature, NE stem has only minimal leaf cover throughout and SW stem very sparsely foliated. Of low quality and of low value; in significant, immediate & irreversible overall decline.	R



No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physio - logy	Structure	Comments	Category
14	Sycamore	13m	295mm (over ivy) N 280mm (over ivy) S	5.5m N 3.75m E 4m S 5m W	3m S 3m W	Middle aged	Below average	Indifferent	Twin stemmed from ground level orientated N/S, co-dominant in nature; ivy cover into mid canopy, leaf size below normal and also appears to be sparsely foliated. Spoil heap against S stem observed Oct 2005 no longer present. Of indifferent structure and poor form, thus of low quality. Of moderate value for its screening and its contribution to the tree belt, but of little potential.	C (12)
15	Sycamore	13m	395mm (over ivy)	3.5m N 3.75m E 4m S 3m W	2m	Middle aged	Low	Hazardous	Evidence of soil disturbance/root severance on N & W sides; dominant and subsidiary stem from just above ground level; main stem very one-sided as heavily suppressed by adjacent sycamore and pine on its S & E sides. Suppressed and drawn up, tip dieback and below average foliage throughout; of indifferent structure thus of low quality and of low value, making only minor contribution to the depth of screening within tree belt. Suppressed specimen of low quality and value; appears to be in immediate and irreversible decline and should be removed for sound arboricultural management reasons.	R
17	Scots pine	20m	580mm	2.75m N 3m E 5m S 3.75m W	3.5m SE 3.5m S 5m	Mature	Average	Moderate	Evidence of soil disturbance N and W sides; single straight trunk; old pruning wound S side 4-5m, upper branches S side have also been reduced probably from when store was built initially; pruning wounds on the S side partially occluded but no significant visible structural defects; high crown with normal leaf cover and size throughout although pine cones appear slightly small, no visible tip dieback; of moderate structure thus of moderate quality and of high value as is readily visible from all directions and is a significant part of the belt of trees in which it grows; capable of medium to long term retention.	B (1)
18	Sycamore	12m	540mm	1m N 8.5m E 5.5m S 2.5m W	2m	Middle aged	Below average	Poor	Evidence of soil disturbance and excavation W side, with exposed surface roots. Single trunk, twin-stemmed from 2.5m, co-dominants orientated E and W, E stem has lost its main leader at approx. 5.5m, as has subsidiary stem to W. Of poor structure and little value, one sided and of reduced potential. Could be liable to further collapse, and should be removed for sound arboricultural management reasons.	R
19	Sycamore	11m	325mm (over ivy)	5m N 5m E 0m S 5m W	1m	Middle aged	Low	Indifferent	Evidence of soil disturbance and excavation SE side; one dominant, one sub-dominant and four subsidiary stems from ground level; one-sided crown, suppressed by adjacent sycamore to S. Significant tip dieback throughout and sparse foliation at top. Tree of poor structure, poor form and little value; should be removed for sound arboricultural management reasons.	R
20	Sycamore	14m	300mm (over ivy)	6.5m N 3m E 3m S 3m W	3m	Middle aged	Average	Indifferent	Growing on site boundary; single trunk, leans slightly to NE, ivy covered into upper canopy; suppressed by surrounding trees, grows mainly to NE over road. Tree of indifferent structure, poor form and little potential but of moderate value as it can be seen outside the site due to its position on boundary and makes significant contribution to screening provided by wooded belt.	C (12)
21	Sycamore	14m	360mm (over ivy)	4.5m 7m N	2m	Middle aged	Average	Indifferent	Single trunk, bifurcates at 2m into co-dominant stems orientated N/S, some included bark present in compression fork, both stems drawn up in nature; symmetrical crown, some minor tip dieback and deadwood throughout. Tree of indifferent structure thus of low quality but of moderate value as it does provide a length of established screen along the boundary of the woodland belt; capable of short to medium term retention.	C (12)

No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physiology	Structure	Comments	Category
22	Scots pine	19m	630mm	3.75m N 3.75m E 6m S 3m W	6m S	Mature	Average	Moderate	Single stout trunk until crown break at 11m, pruning wounds S side from 6m up to 10m; no visible structural defects; spreading, dominant crown. Tall, dominant specimen of moderate quality and of high value as is readily visible from all directions and is a significant contributor to the wooded belt; capable of medium to long term retention.	B (1)
23	Beech	11m	460mm @ base	6m N 5.25m	1m	Middle aged	Average	Poor	Single trunk but twin-stemmed from 1.2m with included bark stretching down almost to ground level, smaller stem upright, larger stem leaning to N. Union is a compression fork thus a serious and irremediable structural defect. If retained, likely to be at risk of the N stem splitting off in the future. Could be retained if cable braced, for perhaps five years or so, to enable new planting to become established, but otherwise should be removed for sound arboricultural management reasons.	R
24	Hawthorn	7m	400mm	3m	1m	Middle aged	Dead	n/a	Dead tree.	R
25	Sycamore	15m	410mm	4m N 4m E 3.75m S 4m W 5m	3m	Middle aged	Average	n/a	Exposed roots up to 1.5m from tree in all directions; single upright trunk, slight initial curve to the N before straightening up at 1.5m; symmetrical crown; no visible structural defects, small amount of tip dieback due to suppression; despite this of moderate quality and of moderate value as is readily visible from the main road to the N and is a significant part of the woodland belt of trees; capable of medium term retention.	B (12)
26	Scots pine	18m	450mm	2.75m N 4m E 4m S 2.5m W	7m	Middle aged	Average	Moderate	Single straight stem to crown break at 10m; high elevated crown and structure typical of species although slightly asymmetrical and inclined towards the NE, slightly below average vigour in the upper crown, moderate amounts of deadwood therefore a tree of moderate quality; clearly visible from the adjoining high street in the village and the footpath to store therefore of moderate value; of medium-term potential.	B (12)
27	Ash	18m	360mm	4m N 4m E 4.5m S 4m W 5m	7m	Middle aged	Average	Poor	Single trunk, with partially occluded trunk wound from 600mm to 1500mm on E side, potentially a weak point in the tree's structure of the tree now and in the future; narrow, drawn up specimen, suppressed E/W by adjacent Scots pine and ash; of poor structure and form and of little value. Contributes to woodland but should be removed for reasons of sound arboricultural management.	R
28	Ash	18m	540mm	1.5m N 3m E 11.5m S 7m W	3.5m	Middle aged	Average	Poor	Stout, single trunk; suppressed on its lower and mid canopies N and E sides by adjacent trees, large branch from 3m grows S at 45 degrees towards car park, hence large canopy growth in that direction; twin-stemmed from approx. 7.5m with co-dominant stems orientated N & S; one-sided crown grows mainly to S due to suppression on NE side; epicormic growth throughout, typical of species. Only partially in leaf at date of inspection but appears to be in decline, therefore of low quality, but of high value as readily visible from the S & W and a significant part of tree belt. Capable of medium term retention; recommend reduction of branch growing to S to reduce end weight, as it overhangs the pedestrian access to the store.	C (12)

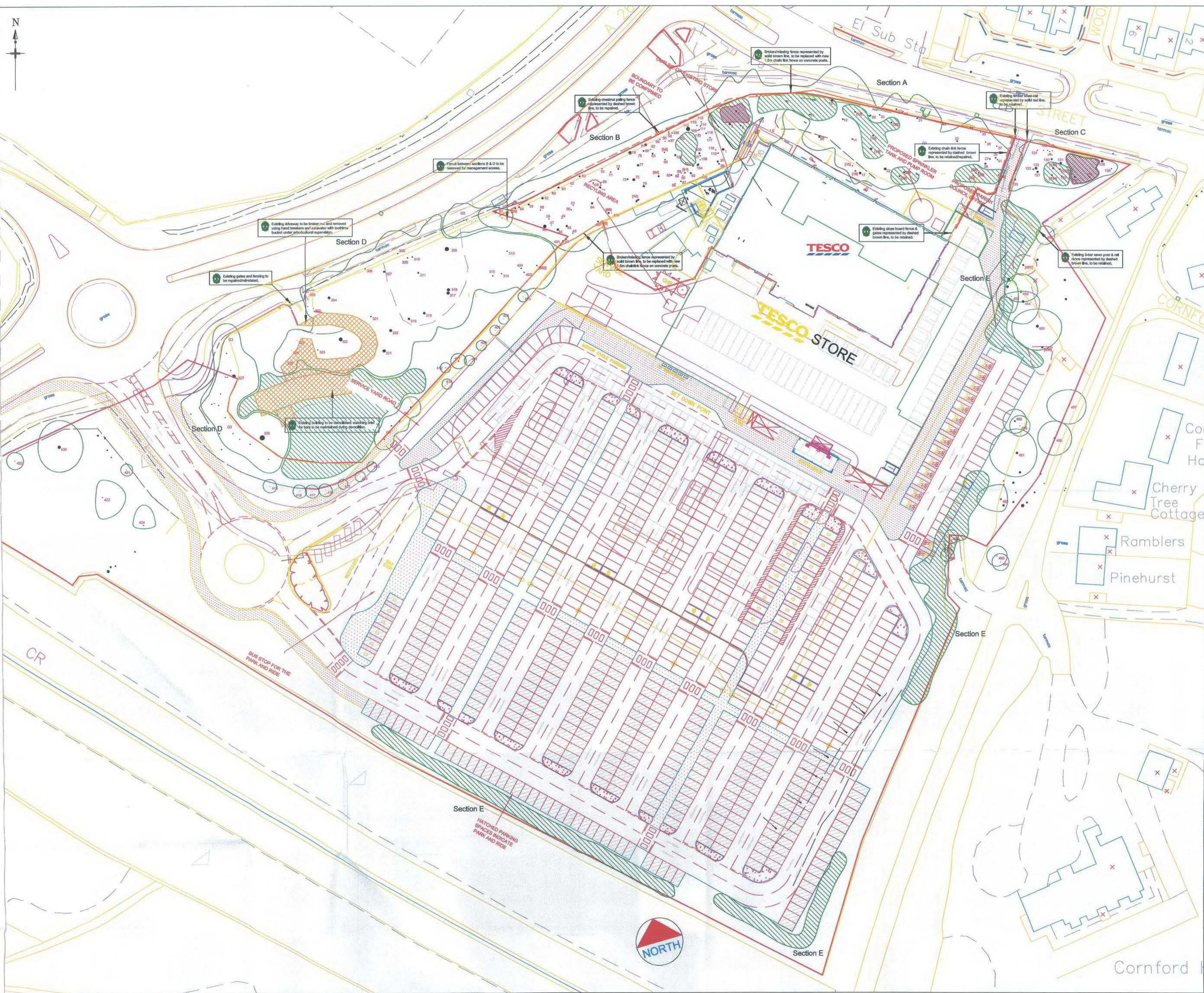
No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physio - logy	Structure	Comments	Category
29	Ash	14m	250mm	0.5m N 2m E 6.5m S 3.5m W	6m S	Middle aged	Average	n/a	Single drawn up trunk, heavily ivy covered into upper canopy; suppressed on N side by tree no. 30, grows mainly to the S due to suppression; of indifferent structure thus of low quality and individually of low value as is not a significant part of the tree belt.	C (12)
30	Sycamore	15m	425mm @ base	2m N 4.5m E 6m S 3.5m W	3.5m	Middle aged	Average	Indifferent	Twin stemmed from 0.4m with ascendant stems orientated N and S, co-dominant in nature; drawn up, heavily suppressed by surrounding trees to NE and W, grows over fence and into delivery area, suppresses tree no. 29; of indifferent structure thus of low quality and of low value; not a significant part of the belt of trees in which it grows.	C (12)
31	Holly	8m	220mm	2m N 4m E 1m S 2m W	0m	Young	Average	Indifferent	Single trunk, leans to E; low branch structure typical of species; of indifferent structure thus of low quality but of moderate value as it does provide an established length of screen along the N boundary within the tree belt; capable of medium term retention.	C (12)
32	Hawthorn	5m	345mm	5m N 1m E 0m S 1m W	1m	Middle aged	Below average	Poor	Windblown single trunked specimen, hung up in sycamores to N; below average foliage throughout with significant dieback; of reduced potential and should be removed for sound arboricultural management reasons.	R
33	Sycamore	13m	260mm (over ivy)	4.75m N 2m E 2.5m S 2.75m W	4m	Young	Average	Indifferent	Single trunk, ivy covered into upper canopy, bifurcates at 2.5m into co-dominant stems orientated E/W; drawn up in nature due to surrounding tree growth; of indifferent structure thus of low quality and individually of low value but does provide some screening on the edge of the tree belt.	C (12)
34	Sycamore	13m	170mm (over ivy) E 200mm (over ivy) W	3.5m N 3m E 2.5m S 1m W	5m	Young	Average	Indifferent	Twin stemmed from ground level, orientated E and W, both drawn up; minimal canopy growth W side, ivy covered into mid canopy; of low quality and value despite providing some screening on the edge of the tree belt.	C (12)
35	Sycamore	10m	235mm	4m N 1m E 1.75m S 3m W	5m	Young	Average	Indifferent	Single trunk, kinks at 1.5m to the N; suppressed S by adjacent holly; of indifferent structure thus of low quality and of low value despite being visible due to its position on the edge of the tree belt; capable of medium term retention.	C (12)
36	Holly	8m	270mm N 140mm S	5m N 3m E 4m S 3m W	0m	Middle aged	Average	Indifferent	Dominant stem N, subsidiary stem S, dominant stem leans to N and bifurcates at 4m into co-dominant stems, some included bark present but hard to see due to surrounding vegetation; of indifferent structure thus of low quality but of moderate value as it does provide a length of established screen on the edge of the belt of trees in which it grows; capable of medium term retention.	C (12)
37	Hawthorn	8m	230mm	2m N 2.5m E 1.75m S 2m W	0m	Middle aged	Average	Indifferent	Single trunk, bifurcates at 2m into co-dominant stems orientated E/W, both stems then cross over one another to growth in opposing directions; of indifferent structure, thus of low quality also of low value despite providing some low level screening on the edge of the woodland belt.	C (12)

No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physio - logy	Structure	Comments	Category
38	Ash	14m	280mm N 310mm S	5m	4m	Middle aged	Average	Poor	Twin stemmed from just above ground level, some included bark in compression fork. S stem leans heavily to S and has been reduced heavily to compensate for poor fork, trunk and branch lesions throughout with associated decay; tree of poor structure thus of low quality and of low value despite providing some low level screening and should be removed for sound arboricultural management reasons.	R
39	Ash	8m	185mm	0.5m N 0.5m E 0.5m S 5m W	3m	Young	Average	Poor	Single trunk, leans to S from 3m, growth is only to the E producing an unusual canopy shape; of low quality and value and is of reduced potential and should be removed for sound arboricultural management reasons.	R
40	Ash	10m	240mm	2m N 1.5m E 3m S 1.5m W		Young	Low	Indifferent	Previously twin stemmed from just above ground level, orientated N/S, N stem remains; significant trunk and branch lesions with associated decay; dieback throughout and deadwood present, possible root severance when path was constructed E side within 1m; of short term potential and should be removed for sound arboricultural management reasons.	R
41	Holly	10m	240mm E 156mm W	2.5m	0m	Middle aged	Average	Indifferent	Dominant E, sub-dominant W and one subsidiary stem from ground level, growing immediately adjacent to Scots pine; typical low branching structure of species, drawn up in nature; of low quality but of moderate value for the screening it provides at a low level and capable of medium term retention if managed correctly.	C (12)
42	Ash	8m	165mm E 470mm W	3.5m	2m	Young	Below average	Poor	Twin stemmed from ground level orientated E/W, E stem grows straight up, W stem leans to S/SW and has trunk and branch lesions present throughout with associated decay rendering tree structurally unsafe, thus of reduced potential and should be removed for sound arboricultural management reasons.	R
43	English oak	13m	455mm			Middle aged			One sided; 7.5m crown spread, overhanging delivery yard access; moderate condition.	B2
44	Scots pine	17m	675mm	3m	16m	Mature	Average	Poor	Tree forks at 2.5m original stem previously removed, considerable rot and decay has set in. Use of acoustic hammer shows a definite audio change on the S side where the stem was previously around to the E and W sides. Twin stemmed; of low quality but moderate value; of little potential thus should be removed for reasons of sound arboricultural management.	R
45	Sycamore	17m	630mm	6m N 5m E 5m S 6m W	3m	Mature	Average	Moderate	Many surface buttress roots; single stout upright trunk, at E side base of trunk small non-occluded cavity 200mm across, 200mm deep, some degradation of the wood inside, use of acoustic hammer shows no audible change in the wood around the area of the cavity; large evenly well spreaded crown, many non-occluded pruning wounds; tree is dominant in the wooded area adjacent to the road leading up to the service yard and provides screening; therefore of moderate quality and value; of medium-term potential.	B (2)
45	Sycamore	15m	400mm	3m N 2m E 1m S 4.5m W	2m	Middle aged	Below average	Poor	Single stem; high elevated crown suppressed by adjoining trees and inclined towards the SW, ivy to middle of crown; thus a tree of low quality; a minor component of the woodland screen therefore of low value; of medium-term potential.	C (1)
46	Sweet chestnut	20m	660mm			Mature			Trunk leaning S, correcting to vertical; large dominant crown; coppice origin.	B1

No.	Species	Height	Trunk diameter	Radial Crown Spread	Crown Clearance	Age	Physiology	Structure	Comments	Category
47	Holly	8m	100mm			Young			Self-sown understorey specimen; low level screening only.	C1/2
48	Holly	9m	180mm			Middle aged			Some canker on trunk; low level screening only.	C1/2
49	Holly	8m	165mm			Middle aged			Self-sown understorey specimen; multiple basal suckers; low level screening only.	C1/2
50	Holly	7m	160mm			Middle aged			Self-sown understorey tree; low level screening only.	C1/2
51	Holly	10m	155mm			Middle aged			Straight vertical stem; drawn-up understorey tree; low level screening only.	C1/2
52	Sycamore	18m	615mm			Mature			Ivy-covered; profuse basal growth; significant crown damage on N side; high scatter of deadwood and stubs.	C1/2
53	Sycamore	18-20m	465mm			Middle aged			Trunk kinks with serious branch loss wound at 2.5m, trunk corrects to vertical; slight lean towards road; former tag no. 65.	B2
54	Holly	6m	105mm (max.)			Young			Twin stemmed specimen, second stem dead; low level screening only.	C1/2
55	Holly	9m	220mm at 1m (max.)			Middle aged			Twin stemmed specimen, partially uprooted and collapsed, supported by adjacent tree 56.	R
56	Holly	7m	180mm (max.) (est.)			Middle aged			Three-stemmed specimen outside fence leaning and supporting partially collapsed adjacent tree; low level screening only.	C1/2
57	Sycamore	20m	640mm @arf	7.5m N 8.2m NE 7m E 7m S 7m W	4m	Mature	Average	Moderate	Off site tree; single leaning trunk, multi stemmed from 1.75m, ivy covered up to over three quarters of height. Of low quality but moderate value; of long-term potential.	C (12)
58	Holly	6m	170mm at base			Young			Multi-stemmed, self-grafting between stems; low level screening only.	C1/2
59	Holly	8m	145mm at 1m			Young			Kinked base with spiral twisting, two stems from fork; low level screening only.	C1/2
60	Holly	5m	65mm			Young			Self-sown understorey tree; low level screening.	C1/2

**APPENDIX 2**

**WOODLAND COMPARTMENTS PLAN**



  
 Authorised Signatory  
  
 Authorised Signatory

SEAL BOOK REFERENCE NUMBER: S 42

Simon Jones Associates Ltd.

Project: **TESCO** Woodgate Corner, Pembury

Client: **aspect**  
Landscape Planning

Drawing: WOODLAND COMPARTMENT PLAN


Drawing No: SJA WCP 04 Revision No:


Based On: Topo. & PL221T

Drawn By: MR Date: June 2009 Scale: 1:500

Tel: (01737) 813058 Fax: (01737) 816140 sja@sajatrees.co.uk

Tree nos.: 25 Category 'I' trees: 24 Canopies of trees to be retained:

Supervised demolition:  Removal of dumped rubbish/debris

 Potential replanting areas (following removal of dead/dangerous trees where appropriate)

For further information refer to the SJA Tree Schedule  
 Do not scale from this drawing; please check all dimensions on site, and notify us of any discrepancies. Simon Jones Associates cannot be held responsible for inaccuracies in the topographical plan on which this drawing is based.  
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 This drawing is copyright and may not be used or changed without the written consent of Simon Jones Associates.  
 This drawing is designed to reflect only the principles of layout and/or design transfer as it relates to the protection of trees to be retained, and should NOT be used as a definitive engineering or construction method statement. Reference should be made to the architect or structural engineer, as appropriate, over any matters of construction detail or specification, or any engineering standards or regulatory requirements relating to proposed structures, hard surfaces or underground services.

Appendix 1  
Plan 1 - Park and Ride Land



NOTES  
 This drawing to be read in accordance with the specifications of Quantities and related drawings.  
 No. Dimensions to be read from this drawing. All spot dimensions to be worked on site and the Architect notified of any discrepancies.  
 Scale: 1:500  
 Date: 11/03/09

DERIVED FROM ORDNANCE SURVEY  
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 TO SURVEY  
 INSPECTION  
 SEAL BOOK REFERENCE  
 NUMBER: 8542  
 OF PARKING

AISE WIDTH	2.5M
PARKING SPACES	6.5M
DISABLED	20
PARENT AND TODDLER	16
TOTAL	418
TROLLEY BAYS	9
PARKING RATIO (PARKING SPACES+P&T)	1:13.7
PARKING RATIO (TOTAL)	1:13.1
EXISTING PARKING TOTAL	321
PARK AND RIDE	
PARKING SPACES INC. DISABLED	320
TOTAL PARKING SPACES (INC. PARK & RIDE)	739
PROPOSED GROSS INTERNAL AREA	58,804.30 M <sup>2</sup>
PROPOSED GROSS EXTERNAL AREA	59,692.50 M <sup>2</sup>

- REV. C DEDICATED SPACES RELOCATED FROM SOE OF STORE TO PERM. USE. CAPACITY
- REV. D PARK & RIDE PARKING AMENDED
- REV. E RECYCLING EXHAUST SITE INCREASED
- REV. F W309 ALIGNMENT ADJUSTED TO SUIT HIGHWAYS
- REV. A POSITION OF RECYCLING AMENDED

Project  
**TESCO STORES LTD**  
**PEMBURY ROAD**  
**TUNBRIDGE WELLS**

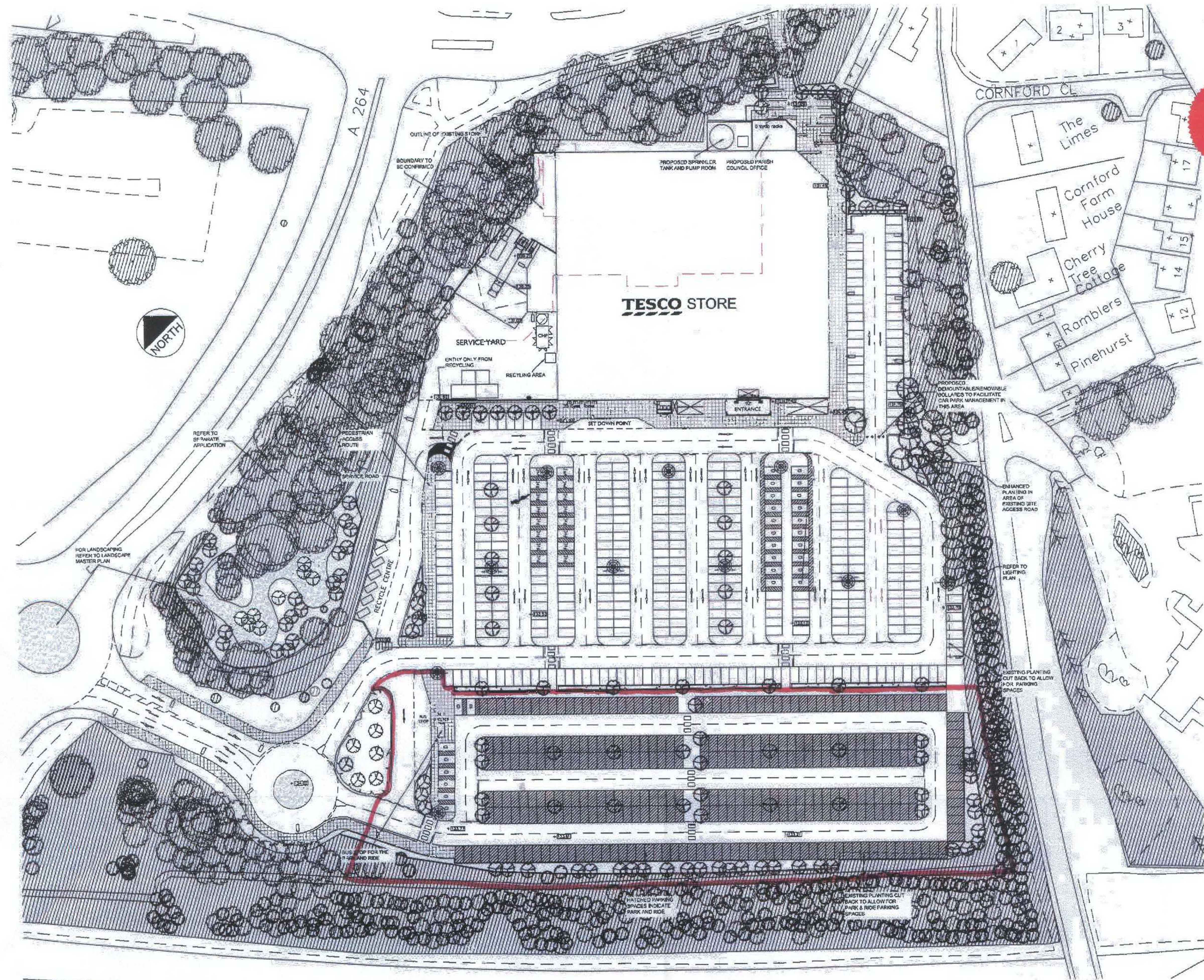
SID No. 3007

Title  
**PROPOSED SITE PLAN**

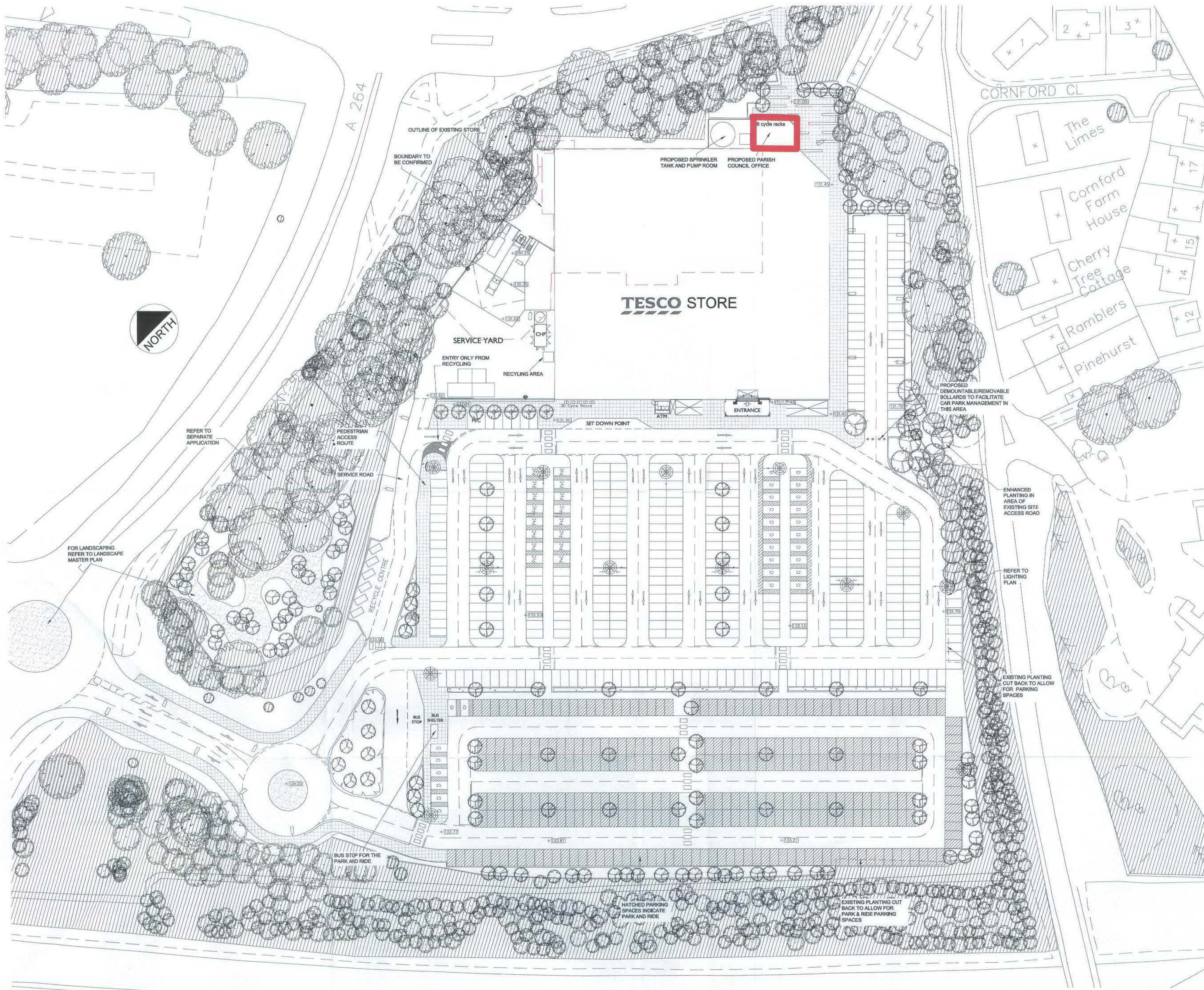
Scale: 1:500 @A1 Date: MARCH 2009  
 Drawn: AC Checked: SG

Drawing Number: F/EXT/1294/PL221 Revision: E

Saunders Partnership Architects  
 27 Embury Road  
 Welwyn Garden City  
 Hertfordshire, AL7 3AX  
 SAUNDERS



Appendix 2  
Plan 2 - Community Facility Building



NOTES

This drawing to be read in accordance with the specification/Bills of Materials and related drawings.

No Dimensions to be scaled from this drawing. All stated dimensions to be verified on site and the Architect notified of any discrepancies.

Scale bar 100m @ 1:1

REVIEWED FROM ORDINANCE SURVEY

SEAL BOOK REFERENCE

INSPECTED

Authorised Signatory

Authorised Signatory

SPACE WIDTH	2.5M
aisle width	6.5M
PARKING SPACES	382
DISABLED	20
PARENT AND TODDLER	16
TOTAL	418
TROLLEY BAYS	9
PARKING RATIO (PARKING SPACES+P&T)	143.7
PARKING RATIO (TOTAL)	143.1
EXISTING PARKING TOTAL	321
PARK AND RIDE	
PARKING SPACES INC. DISABLED	320
TOTAL PARKING SPACES (INC. PARK & RIDE)	738
PROPOSED GROSS INTERNAL AREA	58,804 SQ.FT
	5,463 SQ.M
PROPOSED GROSS EXTERNAL AREA	59,622 SQ.FT
	5,539 SQ.M

- REV. E DEDICATED SPACES RELOCATED FROM SIDE OF STORE TO WITHIN MAIN CARPARK
  - REV. D PARK & RIDE PARKING AMENDED
  - REV. C PARK & RIDE PARKING AMENDED
  - REV. C RECYCLING CENTRE SIZE INCREASED
  - REV. B KERB ALIGNMENT ADJUSTED TO SUIT HIGHWAYS
  - REV. A POSITION OF RECYCLING AMENDED.
- JAN 11  
DEC 10  
NOV 10  
OCT 10  
SEPT 10

Project

**TESCO STORES LTD**

**PEMBURY ROAD**

**TUNBRIDGE WELLS**

SID No. 3007

Title

**PROPOSED SITE PLAN**

Scale 1:500 @AI

Date MARCH 2009

Drawn AC

Checked SG

Drawing Number **F/EXT/1294/PL221**

Revision **E**

Saunders Partnership Architects

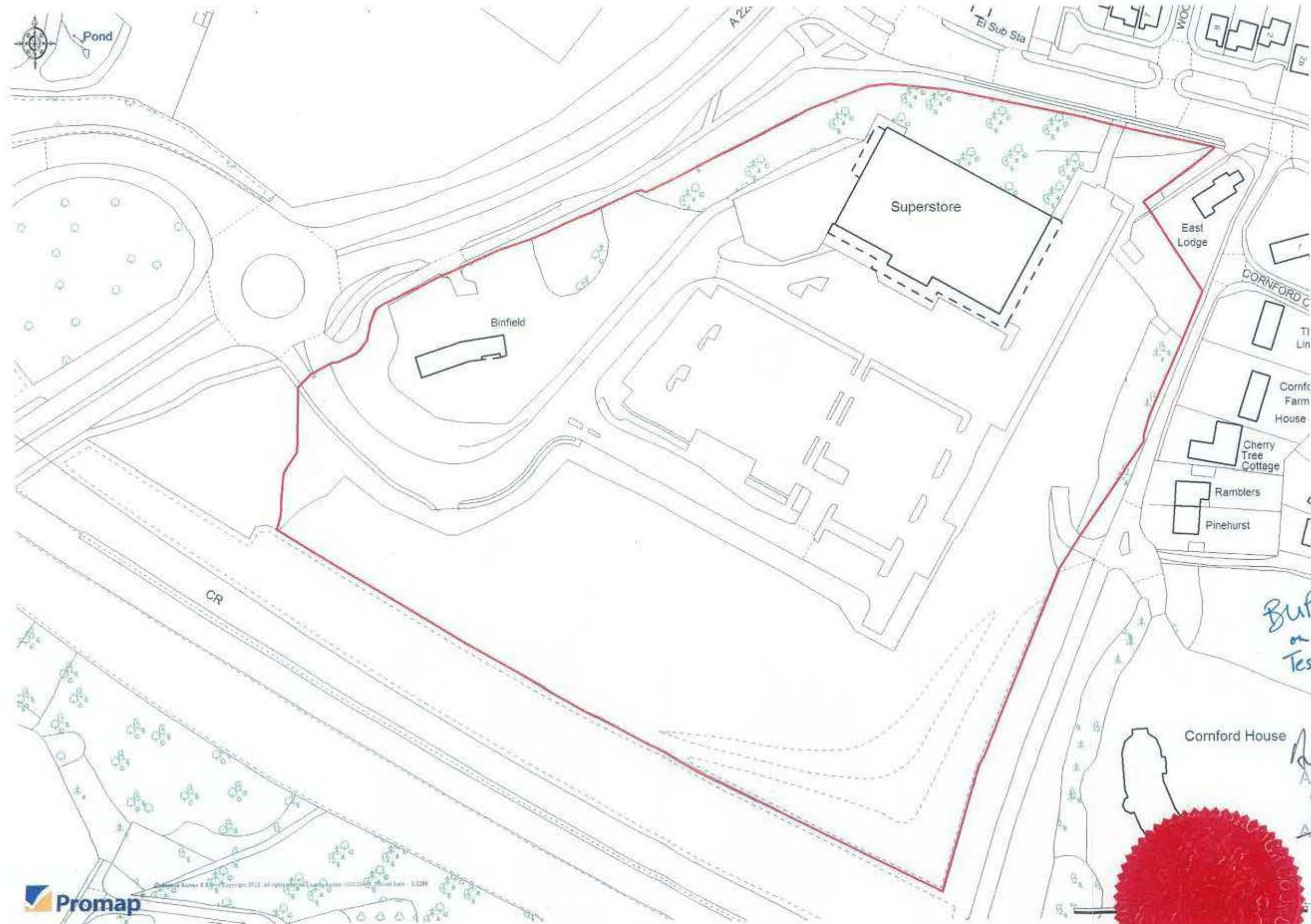
Studio Four

37 Broadwater Road

Walsley Garden City

Hertfordshire, AL7 3AX





*Buy up  
on behalf of  
Tesco Stores Limited*

Cornford House  
*[Signature]*  
 Authorised Signatory  
*[Signature]*  
 Authorised Signatory



SEAL BOOK REFERENCE NUMBER:- 8542

EXECUTION PAGE

MARCUS VINNICOMBE

SIGNED as a DEED by [redacted] as attorney  
for and in the name of within named TESCO  
STORES LIMITED  
in the presence of:



Edward Heppell  
94 Herpender Road  
St Albans,  
Herts, AL3 6DA

Chartered Surveyor

THE COMMON SEAL OF  
TUNBRIDGE WELLS BOROUGH  
COUNCIL  
was duly affixed to this Deed  
and the same was delivered in the presence  
of:



Authorised Signatory



Authorised Signatory

SEAL BOOK REFERENCE  
NUMBER:- 8542