

DATED

2022

LEASE

relating to

Land north of Exeter Road, Wellington, Somerset

between

Somerset West and Taunton Council

and

Wellington Town Council

Wellington Green Space V3

LR1. Date of Lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

ST330931 (whole)

ST205455 (whole)

ST13671 (part)

ST260084 (whole)

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

Somerset West and Taunton Council of The Deane House, Belvedere Road, Taunton TA1 1HE

Tenant

Wellington Town Council of 28 Fore Street, Wellington, Somerset TA21 8AQ

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 of this Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

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None

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this Lease at Clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

The covenants as specified in Clause 39 of this Lease

LR9.3 Landlord's contractual rights to acquire this Lease

None.

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

The easements as specified in Clause 3 of this Lease.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

The easements as specified in Clause 4 of this Lease.

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LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

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This Lease is dated

PARTIES

- (1)** Somerset West and Taunton Council, of The Deane House, Belvedere Road, Taunton, Somerset, TA1 1HE
(Landlord)

- (2)** Wellington Town Council of 28 Fore Street, Wellington, Somerset TA21 8AQ **(Tenant)**

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Lease

1.1 Definitions:

Act of Insolvency:

- (a) the making of any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an administration order in relation to the Tenant or any guarantor;
- (c) the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (i) the making of a bankruptcy order against the Tenant or any guarantor; or
- (j) the levying of any execution or other such process on or against, or taking control of possession of, the whole or any part of the Tenant's asset.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability

partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: means 1 peppercorn (if demanded) per annum.

Contractual Term: means a term of 150 (one hundred and fifty) years beginning on, and including 2022 and ending on, and including 2172..

Default Interest Rate: means 4 % per annum above the Interest Rate.

Enabling Works: means any building engineering or other works on the Property that the Landlord (in its absolute discretion reasonably and properly exercised) considers is or are necessary for

- (a) flood alleviation; and/or
- (b) improvements to the railway network generally

Interest Rate: means the base rate from time to time of National Westminster Bank plc or if that base rate stops being used or published then a comparable commercial bank base rate reasonably determined by the Landlord.

Lease: means this Lease and any schedule, annexure, deed, licence, consent, approval or other instrument supplemental to it.

LTA 1954: means the Landlord and Tenant Act 1954.

Management Plan: means the 5 year management plan annexed at Schedule 1 to this Lease or such updated Management Plan as may be approved by the Landlord in accordance with Clause 28.14 (to include details of the Tenant's financial commitment to the management and maintenance of the Property over the 5 year time period of the Management Plan)

Permitted Use: means use as green corridor land for the purpose of providing open space for the community and which may include:

- ~~country park~~
- community use
- protection of waterways linking heritage mill sites
- development of a community farm and allotments
- development of cycle and walking paths and infrastructure
- development of junior playing pitches

improvements to natural habitats and tree planting designed to increase the biodiversity, enrich the wildlife habitat and enhance flood mitigation together with such other purposes as the Landlord by prior written consent may from time to time permit, such permission not to be unreasonably withheld or delayed.

Plan: means the plan annexed to this Lease.

Property: means the land shown edged in red on the Plan known as land north of Exeter Road,

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Wellington, Somerset being all of the land contained in registered title numbers ST330931 and ST205455 and part of title number ST13671 and also Foxes Field, Wellington, Somerset being all of the land contained within title number ST260084

Rent Commencement Date: means the date of this Lease.

Rent Payment Dates: means the anniversary of the commencement of the Contractual Term.

Reservations: means all the rights excepted, reserved and granted to the Landlord by this Lease.

Service Media: means all media for the supply or removal of services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: means all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this Lease in the property and charges registers of title.

VAT: means value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: means the Value Added Tax Act 1994.

- 1.2** A reference to this Lease except a reference to the date of this Lease or to the grant of this Lease is a reference to this deed and any schedule, annexure, deed, licence, consent, approval or other instrument supplemental to it.
- 1.3** A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to the Tenant's successors in title and assigns. A reference to a **Guarantor** is to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4** In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law or in the case of manifest error) by the Landlord.
- 1.5** The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6** Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7** A reference to the **term** is to the Contractual Term.
- 1.8** A reference to the **end of the term** is to the end of the term however it ends.
- 1.9** References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with Clause 35.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with Clause 35.6.
- 1.10** A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11** A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12** Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended,

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extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to **writing** or **written** does not include email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term subject to all the terms and conditions of this Lease.
- 2.2 The grant is made together with the ancillary rights set out in Clause 3, excepting and reserving to the Landlord the rights set out in Clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - (a) the Annual Rent;
 - (b) all interest payable under this Lease; and
 - (c) all other sums due under this Lease.

3. ANCILLARY RIGHTS

Neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and Section 62 of the Law of Property Act 1925 does not apply to this Lease save and except for such rights of use of the Service Media, for access and egress to the Property .

4. RIGHTS EXCEPTED AND RESERVED

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- 4.1** The following rights are excepted and reserved from this Lease to the Landlord to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term
- (a) the full and free right at any time during the Contractual Term to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit provided that there is no material adverse interference with the Tenant's occupation use and enjoyment of the Property for the Permitted Use;
 - (b) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property provided that the exercise of such right shall not limit or impair the Tenant's use of the Property for the Permitted Use;
 - (c) all mines minerals quarries stones sand gravel chalk brick earth marl clay peat turves turf petroleum and natural gas and their relative hydrocarbons with liberty to search for and work and remove the same or their produce (whether or not the same shall result in letting down the surface of the land whether built upon or not) provided that the Landlord shall make reasonable compensation for damage thereby done to the surface buildings or crops and an abatement of rent in respect of the surface land of which the Tenant may be deprived by reason of the exercise of such liberties as aforesaid;
 - (d) the benefit of all existing and the right to grant any wayleaves contracts easements or licences to any public or local authority or public utility company or other company or person or persons together with the right to authorise agents or servants of such parties to enter on to the Property with or without horses vehicles machinery and plant and carry out their works and the right to receive all rent and payments made thereunder save for any payments made as compensation (annual or otherwise) for surface damage or Tenant right which shall be payable to the Tenant;
 - (e) the right to use at all times by day and by night all public rights of way together with any legal easements for access to and from other property of the Landlord with or without vehicles machinery and plant; and
 - (f) the exclusive benefit of all phosphate credits and or payments and rights in such phosphates and to win and work them
- 4.2** The right of the Landlord and all persons authorised by him to enter with or without workmen vehicles machinery and plant on any part of the Property for all or any of the following purposes:
- (a) for any purpose mentioned in or connected with this Lease (and notwithstanding the generality of the foregoing the right at all reasonable times for access to any such part of the Property as may be reasonably necessary to carry out and effect such Landlord's repairs as are necessary or required to be carried out or performed by the Landlord under the terms and provisions of this Lease such access to be by reasonable prior written notice save in an emergency);
 - (b) the Reservations;

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- (c) for any purpose connected with the Landlord's interest in the Property;
- (d) civil emergency purposes;
- (e) the Landlord's obligations to repair and all and any survey obligations;
- (f) executing the Enabling Works;
- (g) executing all or any reasonable purposes and in particular but without prejudice to the generality of the foregoing the right:
 - (i) to run pipes drains conduits and wires (whether the same be replacements for existing ones or not) for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
 - (ii) to carry out works for the benefit of any such neighbouring or adjoining property; and
 - (iii) all purposes connected with the felling and cutting of timber and other trees on the such neighbouring or adjoining property whether contiguous to the Property or not and the removal and drawing in thereof from such land across the Property;
- (h) viewing the state and condition of the Property and to permit persons authorised by the Ministry of Environment Food and Rural Affairs to enter on and inspect the Property and carry out thereon any work which it may be lawful for it to carry out;
- (i) to inspect repair maintain, renew upgrade or replace:
 - (a) the Enabling Works;
 - (b) any Service Media and/or
 - (c) any structure relating to any of the Reservations; and

notwithstanding that the exercise of any of the above rights or the works carried out pursuant to them results in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not permanently adversely affect the use and enjoyment of the Property for the Permitted Use.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable prior written notice (not being less than 3 working days) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any under tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of this exercising of any of those Reservations except for:

- (a) physical damage to the Property or to any person or persons or their property thereon; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations of the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with those terms.

6. THE ANNUAL RENT

The Tenant shall pay the Annual Rent (if demanded).

7. RATES AND TAXES

- 7.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property and any works carried out there except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease; or
 - (c) any taxes payable as a result of any works carried out by the Landlord under any powers granted or reserved by the provisions of this Lease.
- 7.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.
- 7.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list without the approval of the Landlord whose approval shall not be unreasonably withheld or delayed.

8. UTILITIES

- 8.1 The Tenant shall pay all costs in connection with the supply and removal of any electricity, gas, water, sewage, telecommunications, data and other services and utilities solely serving the Property.
- 8.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs based on relative user in respect of shared services.
- 8.3 The Tenant shall comply with all laws and with any reasonable recommendations of the relevant suppliers relating to the use of those services and utilities.

9. COMMON ITEMS

The Tenant shall comply with all reasonable and proper regulations the Landlord may reasonably and

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properly make from time to time and which are notified to the Tenant in writing in connection with the use of any Service Media, structures or other items.

10. VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

10.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.

11. DEFAULT INTEREST AND INTEREST

11.1 If any money payable under this Lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.

11.2 If the Landlord does not demand or accept money due or tendered under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. COSTS

12.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord reasonably and properly incurred including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a)** the enforcement of the Tenant covenants of this Lease;
- (b)** serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c)** serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d)** the preparation and service of a schedule of dilapidations in connection with this Lease;
- (e)** any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord

is not unreasonably to withhold it)

(f) the grant or issue of any licences in respect of the Tenant's occupation of the Property.

12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

13. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

14. SET-OFF

The Annual Rent and all other amounts due under this Lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. REGISTRATION OF THIS LEASE

Promptly following the grant of this Lease the Tenant shall apply to register this Lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration the Tenant shall send the Landlord official copies of its leasehold title.

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of the Property without the Landlord's consent such consent not to be unreasonably withheld or refused

16.2 The Tenant shall not assign the part of this Lease.

17. UNDERLETTINGS

17.1 The Tenant shall not underlet the whole of the Property without the Landlord's consent such consent to be in the Landlord's absolute discretion.

17.2 The Tenant shall not underlet part of the Property except in accordance with this clause nor without the consent of the Landlord such consent not to be unreasonably withheld or refused

17.3 The Tenant shall not underlet part of the Property unless, before the underlease is granted, the Tenant has provided to the Landlord:

(a) a certified copy of the notice served on the undertenant, as required by Section 38A(3)(a) of the

LTA 1954, applying to the tenancy to be created by the underlease; and

- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of Section 38A(3)(b) of the LTA 1954
- (c) a covenant by the Tenant enforceable by and expressed to be enforceable by the Landlord and his successors in title in their own right to expend all rent received by the Tenant from the undertenant throughout the term of the underlease (less any landlord's expenses and costs properly incurred by the Tenant in accordance with the terms of the underlease) in the maintenance and management of the Property in accordance with the Management Plan and for no other purpose AND to keep throughout the term of the underlease records of such expenditure available for inspection upon reasonable request at any time by the Landlord

17.4. Any underletting by the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of Sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- (b) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and his successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this Lease except the covenants to pay the rents reserved by this Lease; and
- (c) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease;

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this Lease, and in a form approved by the Landlord, such approval not to be unreasonably withheld.

17.5 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld; and
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease

17.6 For the avoidance of doubt it is hereby agreed the Tenant may with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) issue from time to time grazing licences of any part or part of the Property for terms of no longer than 6 months per licence.

18. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of Section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that

arrangement.

19. CHARGING

19.1 The Tenant shall not charge the whole of this Lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed

19.2 The Tenant shall not charge part only of this Lease.

20. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this Lease the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold the Lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership) SAVE THAT the Tenant shall be permitted to grant short-term licences for non-exclusive use of any part or parts of the Property for community events without the Landlord's consent.

21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

21.1 In this clause a 'Transaction' is:

- (a) any dealing with this Lease or the devolution or transmission of, or parting with possession of any interest in it;
- (b) the creation of any underlease or other interest out of this Lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of this title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver a certified copy of any document effecting the Transaction to the Landlord's solicitors;
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT);

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property from time to time and the terms upon which they occupy it.

22. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application at its own cost to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of this application.

23. ALTERATIONS

- 23.1** The Tenant shall not erect construct or provide on the Property any buildings alterations or other improvements during the Tenancy without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed
- 23.2** The Tenant shall not seek planning consent for any proposed improvement in advance of obtaining the Landlord's written consent to that improvement or alteration to the Property.
- 23.3** The Tenant shall not install any Service Media on the Property nor damage or interfere with or alter the route of any Service Media on the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed save where required to install such Service Media by statute or by any obligation contained within the Landlord's registered title to the Property.

24. SIGNS

- 24.1** In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 24.2** The Tenant shall not display any Signs inside the Property so as to be seen from the outside (except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use) without the consent of the Landlord, such consent not to be unreasonably withheld or delayed **SAVE THAT** such consent will not be required for direction and safety signs and/or explanation boards
- 24.3** Before the end of the term, the Tenant shall, if requested by the Landlord in writing, remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

25. RETURNING THE PROPERTY TO THE LANDLORD

- 25.1** At the end of the term the Tenant shall return the Property to the Landlord as required by this lease and, in relation to any structures on the Property, in no worse condition than it is at the date of this Lease
- 25.2** If the Landlord gives the Tenant notice no later than three months before the end of the term howsoever determined, the Tenant shall remove items it has erected on or fixed to the Property and make good any damage caused to the Property by that removal.
- 25.3** At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 25.4** The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party

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in relation to that storage or disposal.

- 25.5** If the Tenant does not comply with the obligations in this Clause 25, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord's reasonable costs reasonably and properly incurred for re-instating the Property to the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

26. USE

- 26.1** The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 26.2** Without prejudice to the generality of Clause 26.1 to comply in all respects and at all times with the Management Plan.
- 26.3** The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or disturbance to the Landlord, his other tenants or any other owner or occupier of neighbouring property.
- 26.4** Without prejudice to the generality of Clause 26.1 the Tenant shall not without the consent of the Landlord (such consent to be in the absolute discretion of the Landlord) use or allow the Property to be used for camping or for the stationing of caravans.
- 26.5** Without prejudice to the generality of Clause 26.1 the Tenant shall not use or allow the Property to be used as a place for sleeping accommodation or for residential purposes (either temporary or permanent).

27. COMPLIANCE WITH LAWS

- 27.1** The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 27.2** Without prejudice to any obligation of the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property to enable the Permitted Use whether by the owner or the occupier.
- 27.3** Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) to the extent that such notice or other communication relates to the obligations of the Tenant under this Lease or otherwise, shall take all steps necessary to comply with the notice or other

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communication and take any other action in connection with it that the Landlord may reasonably require.

27.5 Without prejudice to the generality of Clause 27.1 the Tenant shall indemnify and save harmless the Landlord for any failure on the Tenant's behalf to comply with the relevant statutory provisions and for any act(s) whether direct or permissive which are in contravention of any statute regulation or code of practice relevant to Nature Conservation.

28. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

28.1. To maintain the Property at all times in accordance with the terms of this Lease and the Management Plan.

28.2 At all times during the tenancy to use reasonable endeavours to claim all rights and grants for which the Property is eligible including (but not limited to) Countryside Stewardship subsidies and any which the Landlord notifies the Tenant in writing are available.

28.3 Other than as provided for by Clause 17.6 of this Lease not without the written consent of the Landlord to take in graze or house any livestock belonging to any other person on the Property.

28.4 Not without the written consent of the Landlord to use or permit the Property to be used for the purpose of advertising or engage in any trade or business other than any that falls within the Permitted Use such consent not to be unreasonably withheld or delayed.

28.5 Not to:

- (a) do or suffer to be done on the Property anything which may be or become a nuisance or disturbance to the Landlord or the owners or occupiers of any adjoining land; nor
- (b) permit any archaeological investigations and excavations (including any metal detecting) save as mutually agreed by the Parties and subject to applicable laws and regulations.

28.6 Not at any time to break up or burn any part of the meadow grass or pasture forming part of the Property except in accordance with the Management Plan.

28.7 To maintain the Property in the last year of the tenancy as if the Tenant was continuing in occupation of the Property.

28.8 To be fully responsible at his own expense:

- (a) for obtaining any licence required for the discharge of any effluent or foul drainage as required by statute or the regulations of the relevant authority and for abating any discharge or pollution problem whether illegal or otherwise as directed by the Landlord or that authority;
- (b) for indemnifying and saving harmless the Landlord from and against all actions claims and demands which may be brought against the Landlord either at Common Law or otherwise by reason of any damage injury or act of pollution caused by any effluent or foul drainage produced on or originating from the Property during the Tenancy.

28.9 To accept the Property in its current state of repair and condition as at the date of this Lease

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- 28.10** To manage and cultivate all open spaces within the Property in accordance with the rules of good husbandry and the Management Plan and without prejudice to the generality of this common law obligation to:
- (a) keep the grass in good heart (excluding wildflower meadow areas);
 - (b) put and keep all pathways bridges and other structures on the Property in good repair and condition and safe for use by members of the public;
 - (c) maintain all trees on the Property in good health and safe condition using appropriate specialist arboricultural services;
 - (d) use its reasonable endeavours to keep the Property free from vermin and other pests and invasive plant species and;
 - (e) not remove any topsoil from the Property except temporarily (any such topsoil to be lifted stored on the Property and replaced to the Landlord's reasonable satisfaction) or where such removal is required as part of works permitted pursuant to this lease including but not limited to the creation of a community farm and/or the laying out of walking/cycle paths
- 28.11** Not to deposit or permit to be deposited on the Property any waste rubbish or refuse.
- 28.12** Not to park or allow or permit the parking of any vehicles on the Property except temporarily for the purpose of carrying out maintenance or construction works to the Property.
- 28.13** If so required in writing by the Landlord as soon as reasonably practicable thereafter to erect and maintain a good and sufficient stockproof fence along the boundaries of the Property shown with the inward facing 'T' marks on the Plan to a height design and specification first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) and afterwards to maintain the same in good repair and stockproof condition.
- 28.14** Not to determine or vary the Management Plan without the prior written approval of the Landlord **SAVE THAT** the Tenant hereby agrees it will review Management Plan at least every five years from the commencement of the term and submit the reviewed and updated Management Plan to the Landlord for approval (not to be unreasonably withheld or delayed)

29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 29.1** The Tenant shall not grant any right of way or licence over the Property to a third party.
- 29.2** If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately it becomes aware thereof inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action at the Landlord's expense.

30. BREACH OF MAINTENANCE OBLIGATION

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- 30.1** Subject to providing the Tenant with reasonable prior written notice, the Landlord may enter the Property to inspect the condition and state of repair of the Property and may give the Tenant a written notice of any breach of any of the Tenant covenants in this Lease relating to the condition or repair of the Property.
- 30.2** If the Tenant has not begun any works needed to remedy that breach within six months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 30.3** The reasonable and proper costs reasonably and properly incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 30.4** Any action taken by the Landlord pursuant to this Clause 30 shall be without prejudice to the Landlord's other rights,

31. INDEMNITY AND INSURANCE

- 31.1** The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) reasonably suffered or incurred by the Landlord arising out of or in connection with any breach of any Tenant covenants in this Lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.
- 31.2** The Tenant must effect and throughout this Lease keep in force a policy of insurance with a reputable insurance company approved by the Landlord to cover public liability and employer liability claims arising from the exercise by the Tenant of the rights granted by this Lease in the amount of £10,000,000 in respect of any one claim for death bodily injury or disease or damage to property.

32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord or by title paramount except as otherwise permitted by this Lease.

33 RE-ENTRY AND FORFEITURE

- 33.1** The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occur:
- (a) any material breach of any condition of, or tenant covenant in, this Lease which has been notified to the Tenant in writing and which has not been remedied or otherwise attended to by the Tenant

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within three calendar months or where no negotiations are currently being conducted between the parties,

(b) an Act of Insolvency.

33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

34. REPRESENTATIONS AND WARRANTIES

34.1 Each party acknowledges that in entering into this Lease and any documents annexed to it they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies the Landlord has given to any written enquiries raised by or on behalf of the Tenant before the date of this Lease

34.3 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease and in particular the Landlord does not warrant or guarantee that the Property is suitable for growing edible crops for human consumption;

34.4 Nothing in this clause shall limit or exclude any liability for fraud.

35. NOTICES, CONSENTS AND APPROVALS

35.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be:

(a) in writing (subject to (ii) below for the purposes of this clause an email is not in writing); and

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by email provided a hard copy is posted first class guaranteed next day delivery post the same working day.

35.2 If a notice complies with the criteria in this Clause 35, whether or not the Lease requires that notice to be in writing, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

(c) if sent by e-mail, at 9.00 am on the next working day after transmission.

35.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

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35.5 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on this behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

35.6 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this Lease expressly states that the approval need not be in writing.

35.7 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

36. GOVERNING LAW

This Lease and any dispute or claim arising out of or in connection with it or this subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

38. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

38.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by Section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, not less than 14 days before this Lease was entered into a certified copy of which notice is annexed to this Lease;
- (b) the Tenant [NAME OF DECLARANT] who was duly authorised by the Tenant to do so made a statutory declaration dated [DATE] in accordance with the requirements of Section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this Lease; and
- (c) there is no agreement for Lease to which this Lease gives effect.

38.2 The parties agree that the provisions of Sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

39. SURRENDER OF PART FOR ENABLING WORKS

39.1 On the Landlord being satisfied (in its absolute discretion) that vacant possession of part or parts of the Property is required by the Landlord to the carry out and thereafter maintain the Enabling Works the Landlord may (in its absolute discretion) serve notice ('Notice of Surrender') giving the Tenant giving not less than 12 months' notice in writing of the Landlord's desire to acquire free of this Lease part or parts of the Property such parts to be to be designated by the Landlord (in its absolute discretion) and identified on plan annexed to the Notice of Surrender ('the Surrendered Area") and the Tenant will immediately thereafter enter into a Deed of Surrender of the whole of the Surrendered Area such surrender to be made on the terms set out in Clause 39.2 hereof

39.2 The terms of the Deed of Surrender referred to in Clause 39.1 shall be as follows:

- (a) "The Surrendered Area" means that part or those parts of the Property as are required by the Landlord to be surrendered;
- (b) The Tenant as beneficial owner will assign and surrender to the Landlord all the Surrendered Area to the intent that the term of years granted by this Lease so far as it concerns the Surrendered Area shall merge and be extinguished in the freehold of the Surrendered Area;
- (c) The Landlord and the Tenant will agree and declare that all the covenants and conditions and the proviso for re-entry in this Lease shall continue in force in relation to the land remaining subject to this Lease as if that land alone had been comprised in this Lease;
- (d) The rent reserved by this Lease shall not vary;
- (e) No payment will be made by the Landlord to the Tenant or by the Tenant to the Landlord for the surrender;
- (f) The Landlord shall not be required to provide to the Tenant alternative land to replace the Surrendered Area;
- (g) The Tenant shall remove all Tenant's all signs installed on the Surrendered Area and if so reasonably requested by the Landlord all additions, alterations or other works on the Surrendered Area permitted by Clause 23.1
- (h) The Landlord and Tenant (both acting reasonably) will agree to the carrying out by the Tenant of such necessary additions, alterations or other works to the residue of the Property to ensure that the same may still be used for the Permitted Use after completion of the Deed of Surrender;
- (i) Any dispute in relation to the requirements of this Clause 40 is to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and

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the Tenant or in default by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant

39.3 The Landlord shall be entitled to serve more than one Surrender Notice during the term

40. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

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This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Common Seal of

SOMERSET WEST AND TAUNTON COUNCIL

was hereunto affixed

in the presence of

(Authorised signatory)

Executed as a deed by

WELLINGTON TOWN COUNCIL acting by two
councillors

Signature of Councillor: _____

Signature of Councillor: _____

Schedule 1
Management Plan



Green Corridor Land Management Plan January 2023 – December 2027

1. Introduction

- 1.1 Somerset West and Taunton Council (SWT) and Wellington Town Council have entered into a Lease Agreement through which SWT will lease land known as the Green Corridor and referred to in the Lease as the Green Space to the Town Council for a period of 150 years from
- 1.2 A requirement of the lease is that Wellington Town Council submit a 5-year management plan to SWT for approval. This Plan is the first Management Plan and covers the period January 2023 – December 2027.
- 1.3 Given that this is the first year that the Town Council will be responsible for the land, the intention is that the first year of this five-year period will be spent assessing need, consulting the community and developing a long-term Vision for the land. The Management Plan will then be reviewed before the end of December 2023 to reflect the Vision and set out in more detail plans for the following four years.
- 1.4 The Vision and management Plan will deliver the commitments agreed by the Town Council in April 2022:
 - It will ensure that the land remains available for public use and use it to promote recreation, healthy lifestyles, local food growing (see below) and the development of arts and cultural spaces.
 - It will ensure that the land is maintained in a way that promotes biodiversity whilst ensuring the health and safety of those accessing it.
 - It will honour existing agreements and licences with community groups to carry out work on those areas of land covered by any agreement for example Transition Town Wellington (TTW) and Fox's Field).
 - It will consult with the community and community groups to seek views on how to make best use of the land.
 - It will work with the Wellington Community Food Group which is seeking to establish a Community Farm on the land.
 - It will seek to extend the existing Basins Allotments site to create more allotments to encourage greater self-sufficiency in food production and support the reduction of the town's carbon footprint.

- It will work with the Wellington Sports Federation to explore the possibilities of developing additional playing pitch capacity on the land.
 - It will seek to improve active travel options across the land linking Tonedale and Westford with The Basins and through to Rockwell Green by developing an infrastructure that promotes walking and cycling and is accessible to all irrespective of any mobility issues they may have.
 - It will use the land to enhance biodiversity and reduce the towns carbon footprint through planting more trees and wildflower meadows to sequester carbon and create a more biodiverse and resilient environment. This will also help with natural flood management and healthier soil.
 - It will increase the amount of viable habitat for wildlife in the area helping natural ecosystems to thrive.
- 1.5 This is a working document and will be refreshed annually through the Green Corridor Advisory Board (GCAB) for agreement by the Town Council and the Somerset Unitary Council in or about the month of October (both in respect of medium-term and annual priorities) to ensure that it remains relevant, forward-looking and deliverable. All activity specified in the plan is subject to the availability of funding and other relevant resources.

2. Governance

- 2.1 The Town Council has established a Green Corridor Advisory Board (GCAB) that will help develop the Strategy and Management Plan for the land, for adoption by the Town Council, and have oversight of its delivery.
- 2.2 The GCAB will be managed by the Town Council, and it will report to its Environment and Open Spaces Committee.
- 2.3 Membership of the GCAB is drawn from the following Groups (one member per group other than the Town Council which has three representatives):
- The Town Council (which will Chair the meetings)
 - Transition Town Wellington
 - Wellington Community Food
 - Wellington Mills CiC
 - Wellington Sports Federation
 - SWT/Somerset Unitary Council
 - Environment Agency
 - Somerset Wildlife Trust
- 2.4 The GCAB meets monthly. It is not a decision making body. Notes of its meetings and any recommendations arising from the meetings are considered by the Town Council's Environment and Open Spaces

Committee. Where the Committee can make decisions within its delegated powers it will do so otherwise it will make recommendations for action to the Town Council.

3. Consultation and Engagement

3.1 The GCAB has devised a consultation approach for the community which will inform the development of an overarching Vision for the land and in turn the further development of the Management Plan. This will be taking place in early 2023. The consultation is designed to establish:

- How people currently use the land
- What they would like to see therein the future
- What is important to them

3.2 Using social media posts, articles in the Wellington Weekly News, Zoom meetings, surveys, mailbox leaflet drops, posters in shops, noticeboards and on the site itself, we will collect extensive information about how the community as a whole feels about this very public area.

3.3 This initial consultation will inform future engagement activities across the year as plans develop. The community will be encouraged to engage in activities on the land for example tree planting and work with the Community Farm.

4. Site Improvement Works

4.1 During the Year 1 the intention is that the GCAB will develop individual Management Plans for each area of the Green Corridor that reflects its characteristics. Whilst those are being developed the broad principles for how the land will be managed and maintained are set out below.

4.2 Overall natural management plan

It is proposed that the site be maintained and enhanced to:

- Enhance the natural biodiversity of the site by creating or allowing natural habitats to remain wild and unkempt.
- Keep certain invasive species under control (primarily Himalayan balsam) rather than eliminating them entirely.
- Maintain parts of the site as open, wildflower meadows to encourage pollinators and insects, and their associated bird and animal life.
- Keep the existing pathways open and clear for the community to use and improving them for anyone with mobility issues.
- Improve active travel options across the land by developing an infrastructure that promotes walking and cycling.
- Maintain the hedges so that they are kept healthy and useful as wildlife corridors.
- Encourage the natural regeneration of the ecosystem wherever possible with minimal maintenance in the longer term.
- Maintain the site as an integral part of the 'green corridor connecting key areas of habitat in the wider area.

4.3 Works relating to trees

- 4.3.1 All significant or veteran trees will be retained for biodiversity, landscape and community value. No tree will be damaged, cut down or removed from the site unless necessary. Dead standing wood will be left, as far as possible, as wildlife habitats.
- 4.3.2 Individual larger shrubs and trees that may encroach upon wetland areas may be removed, if the ecological benefit of maintaining the open/boggy land outweighs that of allowing the natural regeneration of woodland on the site.
- 4.3.3 Trees or branches that may endanger the overhead power lines or are in danger of falling directly across footpaths or areas of significant public use will be pruned under the supervision of a qualified arboriculturist.
- 4.3.4 The planting, species and site choice for new trees and vegetation will aim to enhance biodiversity, to improve the use of the land by the community and should be suitable to the specific habitat type. Planting Plans will be developed by the GCAB in accordance with best practice for wildlife habitat and working on advice from experts and will be agreed by the Town Council.
- 4.3.5 During Year 1 an audit will be undertaken of trees on the land covered by the lease to assess risk and the need for action.

4.4 Works relating to scrub

- 4.4.1 Habitat and scrub around the larger trees and along the water's edge will be allowed to remain wild, as this represents vital habitat for wildlife.
- 4.4.2 Brambles, nettles and thistle will be kept in check rather than being allowed to take over.

4.5 Works related to grassland

- 4.5.1 The Green Corridor contains mainly improved/amenity grassland. Large parts of the fields will be left open and maintained perennial wildflower meadows. Proposed actions are as follows:
- The fields should be mown by tractor down to ground surface level in mid-late July. The cuttings baled and either removed for compost or biofuel.
 - If the budget allows, the same will occur once or twice more between September and early March.
 - Once the vigour of the grasses is assessed to be diminished, the wildflower meadow areas may be lightly harrowed and sown with a wildflower mix to create more biodiverse grassland.
 - The perimeter footpaths, access pathways and subsidiary footpaths through the wildflower meadows should be kept regularly mown to an appropriate length.
 - Scything will be used wherever feasible.

4.6 Works related to waterways

4.6.1 The site is traversed by key waterways which form part of a vital interconnected network of waterways including the River Tone, and its various tributaries, The Basins, and various culverts, streams and waterways. Any alteration to the watercourses or contents should have environmental benefit as its key concern and be in keeping with their historical significance.

4.6.2 If left undisturbed, the mill leats will need dredging within the next 2 years to keep it from silting up entirely. This would need to be done along its entire length, from the Basins/Victoria Falls to Tonedale Mill.

4.6.3 The wetland areas are also important as carbon sinks, and assets in terms of flood mitigation not only locally but with implications further downstream (Taunton & the Levels) which must be considered.

4.7 Ecological survey report

4.7.1 As the main aim of the project is to enhance biodiversity, a base-line report on current levels of biodiversity would be necessary to track changes in levels brought about over the coming years. Funding will be sought to commission a professional report from a team of ecologists to carry out this work.

4.7.2 Bat surveys have already been started and have established the presence of over a dozen species of bats in and around the site, making it a nationally significant foraging site for bats, as well as an important site for slow worms, dormice, barn owls and many other species.

4.8 General Maintenance

4.8.1 The Town Council Community Warden will carry out checks on the land on a weekly basis to ensure it is clear of litter and to check for hazards. Where possible the Community Warden will deal with hazards but if needs be specialist contractors will be employed to do so.

5 Development Proposals

5.1 Food Production/Community Farm

5.1.1 The food security and food sovereignty of Wellington and its residents should be improved by the way the land is managed, with some areas designated for food production. This will increase our community's resilience in the face of a changing climate and reduce the carbon footprint of the town, helping us with the aim of becoming carbon neutral by 2030.

5.1.2 In Year 1 the Town Council has agreed that Wellington Community Food can carry out a Community Farm trial to assess the model that they are proposing to use. Progress will be reported to the GCAB and through that the Town Council and will inform future development of this aspect of the project during

the remainder of this five-year management Plan.

5.1.3 In Year 1 The Town Council will assess the feasibility of extending the Basins Allotments. Progress will be reported to the GCAB and through that the Town Council and will inform future development of this aspect of the project during the remainder of this five year Management Plan.

5.2 Sports provision/Junior Sports Pitches

5.2.1 Access for residents wishing to exercise should be improved by the way the land is developed, enabling more of the community to lead a healthy lifestyle. This could include sports pitches or multi surface tracks.

5.2.2 In Year 1 the Town Council will work with the Wellington Sports Federation to assess the feasibility of developing Junior Sports Pitches on the land alongside the Community Farm. Progress will be reported to the GCAB and through that the Town Council and will inform future development of this aspect of the project during the remainder of this five-year Management Plan.

5.3 Archaeology

5.3.1 As part of the management of the land we will take the opportunity to explore potential archaeology of the area given some finds that have been made in fields close to the Green Corridor Land. In Year 1 we will develop an approach to make sure that opportunities to do this are built in to work plans for the various areas of land.

5.4 Accessibility

5.4.1 Walking and cycling to and around this area will be promoted as the preferable means of access. The impact of enhanced usage of the green corridor on the parking issues for residents will need to be monitored over time.

5.4.2 Footpaths currently unsurfaced and particularly those areas with maximum footfall need to be assessed as to whether they need to be surfaced with an environmentally friendly material (e.g., hoggin) to allow anyone with mobility issues access to the site.

5.4.3 In Year 1 we will assess the feasibility of making the land more accessible alongside the development of the Wellington Local Cycling and Walking Infrastructure Plan. Progress will be reported to the GCAB and through that the Town Council and will inform future development of this aspect of the project during the remainder of this five-year Management Plan.

5.5 Signage

5.5.1 Good signage will be essential: information boards regarding the use and design of site, and its ecology, as well as indicating species of trees and shrubs on the plants themselves. There is an opportunity for the provision of

interpretation boards to help visitors understand the historic context of the surrounding Tonedale Mills and waterways.

6 Budget

5.1 The Town Council has set a budget of £20,000 for 2023/24 to cover the costs of implementing the Management Plan . This will be assessed through Year 1 alongside the development of the Vision and Management Plan to determine whether it is sufficient. The intention will be wherever possible to apply for grants or other alternative funding to support development work on the land.

7 Review

7.1 The Management Plan will be reviewed in October 2023 with a view to submitting a more detailed plan to cover the period from January 2024 to December 2027.

7.2 Further reviews will take place in October each year between officers of the Town Council and Somerset Council to assess progress against the Management Plan and to ensure it remains fit for purpose for the following year.

