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SHOOSMITHS

DATED 20 August **2025**

Conservation Covenant pursuant to Section 117, 118 and 119 of the Environment Act 2021 and all other enabling powers

relating to biodiversity net gain on land lying to the east of Mere View, Wrenbury Road, Marbury, SY13 4LT

(1) The Land Restoration Trust

(2) Wild Capital 1 Propco 8 Ltd

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This **Deed** is made on 20 August 2025

Between

1 **The Land Restoration Trust** (company registration number 5077263 and charity registration number 1138337) of 7 Birchwood One, Dewhurst Road, Birchwood, Warrington WA3 7GB (the "**Responsible Body"**); and

2 **Wild Capital 1 Propco 8 Ltd** (company registration number 15931986**)** whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ (the "**Owner"**)

Background

(A) The Responsible Body is a designated responsible body pursuant to section 119 of the Act.

(B) The Owner is the freehold owner of the Biodiversity Gain Site registered under Land Registry Title Number CH740957 and wishes to manage the Biodiversity Gain Site in accordance with the HMMP and to prevent the use of the Biodiversity Gain Site from any use which may adversely affect the conservation purpose of this Deed.

(C) The Owner and the Responsible Body have agreed to enter into this Deed, being a conservation covenant for the purposes of section 117 of the Act, in order to regulate the use of the Biodiversity Gain Site to enable the Biodiversity Gain Site to be Registered on the Biodiversity Gain Site Register, and provide Biodiversity Net Gain that can be Allocated to a development in order to fulfil the statutory requirement to create or enhance biodiversity triggered by the grant of planning permission for that development.

(D) This Deed contains provisions which (pursuant to section 117 of the Act):

(i) are of a qualifying kind, requiring the Owner to be responsible for compliance with the HMMP for the duration of this Deed and requiring the Responsible Body to undertake a monitoring role;

(ii) have a conservation purpose in order to conserve the natural environment of land; and

(iii) are intended by the parties to be for the public good having regard to the environmental and social benefits.

(E) The Responsible Body and the Owner agree that the proposed management of the Biodiversity Gain Site pursuant to the HMMP equates to the BNG Capacity.

It is agreed as follows:

1 Definitions and Interpretation

1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

Act: the Environment Act 2021 (as amended).

Activation Date: means in respect of any Parcel, the date of service on the Responsible Body of the first Allocation Notice relating to that Parcel subsequent to the prior approval of the Parcel Activation Notice by the Responsible Body pursuant to clause 6.1 or 6.2 and "**Activated**" shall be construed accordingly

Allocation: means attributing any BNG Capacity, whether in respect of Biodiversity Value or the Biodiversity Gain Site, by or on behalf of the Owner toward a development's requirement

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to deliver biodiversity (and **Allocate** and **Allocated** and **Allocations** shall be construed accordingly).

Allocation Notice: means a written notification from the Owner to the Responsible Body of the Allocation of Biodiversity Value in such form as is contained within Schedule 6.

Annual Fee: means an additional administration charge of £120 (one hundred and twenty pounds) Index Linked payable by the Owner to the Responsible Body for every Parcel Activation Notice served on the Responsible Body in excess of one Parcel Activation Notice per annum which shall be paid to the Responsible Body when the Parcel Activation Notice is served on the Responsible Body in accordance with clause 6.6.

Area Habitat Value: 8.18 hectares of habitat as measured by the Biodiversity Metric comprising of:

3.4616 hectares of mixed scrub in good condition; and

3.7443 hectares of other neutral grassland in good condition; and

2.9797 hectares of traditional orchards in moderate condition; and

0.1018 hectares of rural tree in moderate condition.

Biodiversity Gain Site: land shown edged red on Plan 1.

Biodiversity Gain Site Monitoring Contribution: the sum of £1,250 (one thousand two hundred and fifty pounds) per annum Index Linked to be paid by the Owner to the Responsible Body under paragraph 4 of Schedule 3 of this Deed to be applied by the Responsible Body as a financial contribution towards the Responsible Body's costs of monitoring compliance with the Owner's obligations under this Deed to ensure that the Biodiversity Net Gain as specified in the HMMP and that the BNG Capacity is delivered on the Biodiversity Gain Site.

Biodiversity Gain Site Register: the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.

Biodiversity Metric: the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain.

Biodiversity Net Gain or **BNG**: an increase in Biodiversity Value resulting from implementing the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric in force at the time that the HMMP is approved or amended) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act.

Biodiversity Value(s): the quantum of biodiversity as measured by the Biodiversity Metric.

BNG Capacity: the total Biodiversity Value offering comprising:

the Area Habitat Value; and

the Hedgerow Value;

resulting from the implementation of the Habitat Management and Monitoring Plan on the Biodiversity Gain Site and which the Parties have agreed is achievable on the Biodiversity Gain Site.

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BNG Capacity Report: means a report to be submitted by the Owner to the Responsible Body to provide details of the Allocations at the Biodiversity Gain Site in the preceding 12 months, alongside setting out details of the Remaining BNG Capacity at the Biodiversity Gain Site.

BNG Obligations: means the obligations set out in paragraph 1 of Schedule 3;

Breach Notice: a notice which may be served by the Responsible Body on the Owner under paragraph 5 of Schedule 4 of this Deed.

Breach Notice Fee: the fee payable by the Owner to the Responsible Body to cover the reasonable administrative, monitoring and other associated costs incurred by the Responsible Body as a result of a breach and for the avoidance of doubt the Breach Notice Fee is exclusive of VAT.

Certificate of Completion: a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Responsible Body on the Habitat Completion Date issued (or deemed to have been issued) by the Responsible Body under 1.2 of Schedule 4 of this Deed.

Charity: an organisation which is;

(a) established for charitable purposes which include protecting the natural environment, including ecosystems, habitats, and wildlife; and

(b) is subject to the control of the High Court's charity law jurisdiction.

Commencement Date: the date upon which the Habitat Creation and Enhancement Works have commenced.

Deed: this agreement.

Default Interest Rate: 4% over the Bank of England Base Rate from the date the payment is due until the date of actual payment.

DEFRA: the public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England.

Disposal: means any freehold or leasehold transfer in relation to any part or parts of the Biodiversity Gain Site.

Escrow Account: means an escrow account (or similar arrangement) to be opened in the sole name of the Owner or with a third party escrow service and thereafter operated by the Escrow Agent pursuant to the terms of the Escrow Agreement;

Escrow Agent: means such party as the Owner appoints as the escrow agent who must be a reputable professional with at least 5 years' experience in managing Escrow Accounts unless otherwise agreed in writing by the Responsible Body;

Escrow Agreement: means an agreement between the Owner and the Escrow Agent in a form required by the Escrow Agent which shall include (but not be limited to):

(a) the Escrow Account will hold funds consistent with the HMMP, with the Sale Proceeds received first being allocated to the Escrow Account to cover the total costs for the duration of the relevant term for a parcel referenced in the HMMP;

(b) the Responsible Body will be able to withdraw funds from the Escrow Account to cover the cost of any Remedial Works and any Breach Notice Fees with (if the Responsible Body is not party to the Escrow Agreement) third party rights of access to the Escrow Account that benefit the Responsible Body;

(c) the Escrow Account must be with a reputable provider; and

(d) the Owner may withdraw from the Escrow Account costs incurred in carrying out the BNG Obligations limited to sums specified in the HMMP or as otherwise may be agreed by the Responsible Body provided always that sufficient funds remain in the Escrow Account to cover the costs stipulated in the HMMP;

Expert: an ecological expert who is a member of the Chartered Institute of Ecology and Environmental Management to be agreed between the Owner and the Responsible Body or such other specialist who is qualified to act as an expert in relation to a dispute under this Deed agreed between the Owner and the Responsible Body and failing agreement as to the same (within 10 (ten) Working Days of any party calling upon the other to agree) to be appointed upon the application of the Owner or the Responsible Body by the President for the time being of the Law Society or his Deputy.

Force Majeure Event: any event, circumstance or cause beyond the Owner's or Responsible Body's reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save for any event, circumstance or cause that merely increases the cost of performing those obligations) including any one more of the following:

(a) malicious damage;

(b) nuclear, radiological, chemical or biological contamination;

(c) fires, floods, storms, earthquakes, drought, natural disasters, extreme weather conditions, acts of God or similar events;

(d) the compulsory acquisition, requisition or purchase of all or part of the Biodiversity Gain Site;

(e) climate change driven increase(s) to the cost of performing the obligations to such an extent that it becomes commercially unreasonable for them to be performed fully; and

(f) any law, regulation, policy, decision or restriction enacted by any regulatory body having jurisdiction or any court decision having a similar effect which makes it impossible or commercially impractical to use the Biodiversity Gain Site for the purposes of this Deed.

Group Company: any company which is a subsidiary of or holding company of the Owner (or subsidiary of such holding company).

Habitat Completion Date: the date specified in the Certificate of Completion as the date on which the Habitat Creation and Enhancement Works were completed.

Habitat Completion Date Notice: written notice from the Owner to the Responsible Body of the proposed Habitat Completion Date of the Habitat Creation and Enhancement Works in relation to a Parcel served in accordance with paragraph 1.3 of Schedule 3.

Habitat Creation and Enhancement Works: the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan "Creation, Enhancement and Management Detailed Methods" Tables proscribed to the initial creation and enhancement works. This excludes any ongoing management or monitoring activities specified in the Habitat Management and Monitoring Plan following the initial creation and enhancement works.

Habitat Management and Monitoring Plan or **HMMP**: the approved document titled 'Habitat Management and Monitoring Plan' at Schedule 5 which contains written narrative and spatial mapping details for Biodiversity Net Gain on the Biodiversity Gain Site (and any modification to it under paragraph 3.5 of Schedule 3).

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Hedgerow Value: 0.968 kilometres of species-rich native hedgerow with trees in good condition.

Index: the Consumer Prices inflation rate occurring from the date of this Deed (or if such index no longer exists, such other comparable index as the parties may agree acting reasonably)

Index Linked: all payments expressed in this Deed are to be increased from the date of this Deed to the date of payment by reference to the Index applying the following formula:

D = A x B/C where:

A = the sum stated to be payable in this Deed;

B = the last Index figure published prior to the payment date;

C = the last Index figure last published prior to the date of this Deed and

D = the sum payable to the Responsible Body.

Insolvency Event: in respect of the Owner provided that such scenario has not been remedied, withdrawn or suspended (as appropriate) within 20 (twenty) Working Days:

(a) a winding up order is made by the Court;

(b) an administrator is appointed under the provisions of Schedule B1 of the Insolvency Act 1986;

(c) a receiver, liquidator, provisional liquidator, administrative receiver is appointed in respect of it, or any of its assets;

(d) a resolution is passed for its winding up, liquidation or reorganisation (save for the purposes of a solvent reorganisation); or

(e) an order is made for a moratorium under Part A1 and Schedule ZA1 of the Insolvency Act 1986.

Management and Monitoring End Date: the date which is thirty years from the date on which the Certificate of Completion from the Responsible Body in relation to the last Parcel which was subject to a Parcel Activation Notice was served.

Modification Notice: a notice given to the Responsible Body:

(a) identifying land which at the date of the notice:

(i) forms part of the Biodiversity Gain Site;

(ii) has not been Allocated; and

(iii) which is proposed to be removed from the Biodiversity Gain Site;

(b) signed by all parties liable under Clause 3.8.2(b) at the date of the notice;

(c) providing a certificate by a registered conveyancer that the information provided in respect of (a) is correct at the date of the notice;

(d) including a draft:

(i) modified Habitat Management and Monitoring Plan to reflect the area to be removed; and

(ii) application to amend the Registration so it accurately reflects the consequences of such a modification;

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and

(e) requesting the Responsible Body's confirmation that the notice is accepted.

Monitoring Agent: means the suitably qualified ecologist or other competent person appointed by the Owner and named in the HMMP as "the Ecologist or Other Professional Responsible for the HMMP in accordance with Schedule 3, paragraph 1.6

Monitoring Report: the monitoring reports to be issued to the Responsible Body as specified in the Habitat Management and Monitoring Plan.

Natural England: the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England.

Parcel: each individual parcel of the Biodiversity Gain Site to be confirmed by the Owner through the Parcel Activation Notice pursuant to clauses 6.1 or 6.2 PROVIDED THAT each parcel must:

(a) be a sensible shape which could be managed as a single block, which

(i) follow lines which track field boundaries (field boundaries being boundaries which are delineated by a fence or hedgerow); and/or

(ii) where parcel boundaries do not follow field boundaries then the boundaries must be straight and contain no more than one change in direction from one intersection with a field boundary at one side to another;

(b) be a continuous parcel of land (in combination with already Activated parcels); and

(c) have rights of access (including access to and through already Activated parcels).

Parcel Activation End Date means the date which is the fifth anniversary of the date of this Deed.

Parcel Activation Notice: written notification from the Owner to the Responsible Body of its intention to activate a Parcel for the intended allocation of Biodiversity Value in such form as is contained within Schedule 7;

Parties: (collectively) the Responsible Body, Owner and **Party** shall refer to any of them individually as the context requires.

Plan 1: the plan marked "Plan 1" at Schedule 1 (including any modification of it under Clause 3.7)

Plan 2: the plan marked "Plan 2" at Schedule 2.

Register: act of applying for Registration on the Biodiversity Gain Site Register.

Registration: the record on the Biodiversity Gain Site Register of the Biodiversity Gain Site, and following that, the BNG Capacity, the Remaining BNG Capacity, and any Allocations.

Relevant Event: any of the following events:

(a) a change in the law and/or national policy ; or

(b) a decision of a Court, tribunal, Secretary of state or other decision maker with competence,

that results in Biodiversity Net Gain not being required by law or the Biodiversity Gain Site the subject of this Deed no longer being considered to be an effective form of Biodiversity Net Gain.

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Remaining BNG Capacity: the available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development.

Remedial Works: means action required to remedy a breach of the HMMP.

Sale: means the Allocation of Biodiversity Value to a Buyer by the Owner pursuant to written agreement.

Sale Proceeds: means the total gross purchase price paid for the Biodiversity Value by a buyer pursuant to a sale of Biodiversity Value.

Variation Event: any of the following events that would have a material impact on the calculation of any un-Allocated Biodiversity Net Gain:

(a) a change in Natural England's guidance or policies;

(b) a change in scientific opinion based on evidence;

(c) a change in industry practices or in the generally accepted calculation methods for the type or extent of land required to achieve Biodiversity Net Gain;

(d) the Biodiversity Metric is amended, updated, or replaced by Natural England and/or DEFRA;

(e) the Biodiversity Gain Site becomes designated under law or is otherwise encumbered by any right which would be incompatible with the Biodiversity Net Gain or any existing Allocation; or

(f) such other event as may be agreed between the Parties as constituting a Variation Event.

Working Day: Monday to Friday inclusive excluding Bank or public holidays.

1.2 Clause headings do not affect the interpretation of this Deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.7 A reference to the Owner includes those deriving title through or under it. A reference to the Responsible Body includes any successors to its statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision does include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** excludes faxes and e-mail.

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1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.12 References to Clauses and Schedules are to the Clauses and Schedules of this Deed.

1.13 An obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.14 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 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

1.16 Each Party shall act in good faith and shall co-operate with each of the other Party to facilitate the discharge and performance of all obligations on them contained in this Deed

2 Legal Basis

2.1 This Deed is made pursuant to Section 117, 118 and 119 of the Act and all other enabling powers.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create conservation covenants pursuant to Sections 117 and 118 of the Act and are enforceable by the Responsible Body against the Owner, and to the extent permitted by law pursuant to section 122 of the Act, successors in title to the Owner in respect of its interest in the Biodiversity Gain Site or any part of it.

2.3 The covenants, restrictions and requirements upon the Responsible Body under this Deed are enforceable against the Responsible Body by the Owner and its successors in title to the Biodiversity Gain Site or any part of it pursuant to section 123 of the Act.

2.4 The covenants, restrictions and requirements in this Deed shall not be binding or enforceable against any mortgagee or chargee of the Biodiversity Gain Site from time to time unless it is a mortgagee in possession of the whole or any part of the Biodiversity Gain Site where it becomes bound by the obligations as if it were a person deriving title from the Owner until such time as it parts with its interest in the Biodiversity Gain Site (or the relevant part thereof).

3 Conditionality and Termination

3.1 This Deed is effective on the date it is dated.

3.2 This Deed shall terminate on the earlier of either:

3.2.1 the date that is 12 months from the date of this Deed where the Biodiversity Gain Site has not been Registered on the Biodiversity Gain Site Register on that date; or

3.2.2 the Management and Monitoring End Date.

3.3 Subject to any statutory restrictions preventing it from doing so, the Responsible Body may at its sole election terminate this Deed where an Insolvency Event has occurred in relation to the Owner.

3.4 If the first Activation Date has not occurred within 24 months of the date of this Deed then the Responsible Body may terminate this Deed at its sole discretion by serving notice on the Owner provided that termination cannot take place if an Activation Date has occurred.

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3.5 Where a Relevant Event occurs, the obligations in Clause 4 shall not apply in relation to those parts of the Biodiversity Gain Site which are required to support those Biodiversity Value which have been Allocated at the date of the Relevant Event, and the parties shall use their reasonable endeavours to determine the relevant part(s) of the Biodiversity Gain Site as soon as reasonably practicable after the date of the Relevant Event

3.6 The termination of this Deed shall not affect any accrued rights and liabilities or any rights or remedies of the parties for breach, non-observance of non-performance of the obligations under this Deed.

3.7 Plan 1 shall be modified (and the modified version noted on this Deed by way of memorandum) where the Responsible Body agrees (or the Expert determines) that the relevant Modification Notice is valid. The Parties shall, if required, enter into a deed of modification to this Deed to reflect the agreed contents of the Modification Notice provided that the Owner shall pay the Responsible Body's fees associated with such deed of modification.

3.8 A Modification Notice may only be served in respect of the Biodiversity Gain Site where:

3.8.1 no earlier Modification Notices are awaiting confirmation or determination in respect of their validity; and

3.8.2 either

(a) no Allocations have been made at the date of the Modification Notice; or

(b) at the date that the Modification Notice is received by the Responsible Body, no land which is sought to be removed from the Biodiversity Gain Site pursuant to the Modification Notice has been Allocated; and

(c) it can be reasonably demonstrated that the remaining Biodiversity Gain Site, after the proposed modification, will continue to support the full number and type of Biodiversity Value and corresponding areas/lengths of habitat specified pursuant to the requirements of the Biodiversity Metric which as have already been Allocated for the remaining duration of this Deed.

4 The Owner's Covenants

4.1 The Owner covenants with the Responsible Body pursuant to Sections 117, 118 and to the extent permitted by law pursuant to section 122 of the Act with the intention of binding the Biodiversity Gain Site and each and every part such that the Owner and its successors in title will

4.1.1 observe and perform the covenants on the part of the Owner contained in this Deed including Schedule 3; and

4.1.2 refrain in perpetuity from using any part of the Biodiversity Gain Site for any use which would be inconsistent with the conservation of the natural environment of the Biodiversity Gain Site or its natural resources.

4.2 The Owner hereby warrants to the Responsible Body that it is the registered proprietor with freehold title absolute of the freehold land comprised in the Biodiversity Gain Site and that it is aware of no legal interest or other impediment in or affecting the Biodiversity Gain Site as to prevent it from being used to deliver Biodiversity Net Gain and from being bound to the covenants contained in this Deed.

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5 The Responsible Body's Covenants

The Responsible Body covenants with the Owner pursuant to Sections 117 and 118 of the Act that it will observe and perform the covenants as set out at Schedule 4 to this Deed.

6 Allocation

6.1 Prior to the completion of the first Sale within the relevant Parcel, or such other period agreed between the Owner and the Responsible Body the Owner will issue a Parcel Activation Notice to the Responsible Body, provided that:

6.1.1 the Responsible Body confirms by entry into this Deed that (subject to clause 6.1.3) the indicative Parcels shown on Plan 2 annexed to this Deed are automatically approved;

6.1.2 the Parcel Activation Notice(s) for automatically approved Parcels referenced in clause 6.1.1 shall be served at least 5 Working Days prior to the completion of the first Sale within the relevant Parcel; and

6.1.3 the indicative Parcels shown on Plan 2 annexed to this Deed shall only be automatically approved if the said Parcels continue to comply with the definition of "Parcel", and the said Parcel Activation Notice does not include any materially incorrect or inaccurate information, and the Owner is not in material breach of this Deed.

6.2 The Responsible Body will (acting reasonably) within 15 (fifteen) Working Days of receipt of the Parcel Activation Notice (or within such 5 Working Day period where the Parcel Activation Notice is in relation to an automatically approved Parcel pursuant to clause 6.1.2) either:

6.2.1 Notify the Owner that the Parcel Activation Notice is not acceptable and the reasons why it is not acceptable and in making this determination the Responsible Body shall have regard to (but not be limited by):

(a) whether the Parcel is inconsistent with the HMMP, the Biodiversity Metric, or any other aspect of this Deed;

(b) if any information in the Parcel Activation Notice is materially incorrect or inaccurate; and

(c) the Owner is in material breach of this Deed; or

6.2.2 Confirm that the Parcel Activation Notice is approved and sign and date the Parcel Activation Notice provided that the Responsible Body shall be deemed to have approved a Parcel Activation Notice if no response is provided to the Owner within 15 Working Days after and including the date of issuing of a Parcel Activation Notice in accordance with clause 6.1.

6.3 Provided that the Parcel Activation Notice has been approved, or deemed approved, by the Responsible Body pursuant to clause 6.1 or 6.2.2 then the Owner may Allocate Biodiversity Value within the relevant Parcel and upon the Allocation of Biodiversity Value the Owner shall within twenty-five (25) Working Days from the date of Allocation send to the Responsible Body the relevant Allocation Notice and for the avoidance of doubt it shall be the responsibility of the Owner to apply to Natural England to correctly Allocate any Biodiversity Value where so required.

6.4 The Owner shall send to the Responsible Body an updated BNG Capacity Report for a Parcel on request from the Responsible Body (but not more than once in each 6 month period following the first Activation Date (or such other timeframe as agreed in writing between the Parties)) and for the avoidance of doubt this obligation shall cease and determine once all of

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the Biodiversity Value within the relevant Parcel have been Allocated and a final BNG Capacity Report for that Parcel confirming the same has been sent to the Responsible Body.

6.5 Parcel Activation Notices may only be served by the Owner on the Responsible Body up to and including the Parcel Activation End Date unless otherwise agreed by the Responsible Body at its absolute discretion.

6.6 In the event that more than three Parcel Activation Notice is served by the Owner on the Responsible Body per annum, the Annual Fee shall be paid by the Owner to the Responsible Body for every additional Parcel Activation Notice served per annum.

6.7 Following the Approval, or deemed Approval, of a Parcel Activation Notice by the Responsible Body pursuant to clause 6.1 or 6.2.2 and prior to the relevant Activation Date, the Owner may look to vary the Parcel in which case a replacement Parcel Activation Notice may be served on the Responsible Body, which, if approved, or deemed approved, by the Responsible Body pursuant to clause 6.1 or 6.2.2, shall replace the original Parcel

7 Indexation

7.1 All financial contributions payable to the Responsible Body pursuant to this Deed shall be Index Linked.

7.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Responsible Body shall (acting reasonably) advise the Owner in writing.

8 Interest on late payment

If any sum or amount has not been paid to the Responsible Body by the date it is due, the Owner shall pay the Responsible Body interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9 Change in Ownership

9.1 The Owner shall notify the Responsible Body promptly and in any event within 5 (five) Working Days of any change in ownership of any of its interests in relation to the Biodiversity Gain Site occurring before all the obligations under this Deed have been discharged.

9.2 Notice under Clause 9.1 shall include details of the relevant party's full name and registered office (if a company or usual address if not) together with the relevant area of the Biodiversity Gain Site by reference to a plan.

9.3 Clause 9 shall not apply to a statutory undertaker acquiring an interest in the Biodiversity Gain Site for the purposes of its undertaking.

10 Disputes

10.1 In the event of any dispute or difference arising out of the terms of this Deed such dispute or difference may, subject to Clause 10.4, be referred by any Party giving written notice to the other Parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the Expert whose decision shall be final and binding on the parties in the absence of manifest error.

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10.2 Any costs incurred by referring a dispute to the Expert under this clause shall be borne by the Party incurring such costs unless the Expert determines otherwise.

10.3 A person appointed under this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

10.3.1 each Party to the dispute must submit its first representations to the person appointed under Clause 10.1 above within 20 (twenty) Working Days of the person appointed writing to the parties requesting such representations; and

10.3.2 once the parties to the dispute have received the first representations that each has submitted to the person appointed under sub-Clause 10.3.1 above, they shall have a further 10 (ten) Working Days to submit to the person appointed their response to these first representations.

10.4 This Clause does not:

10.4.1 affect the Responsible Body's ability to apply for and be granted:

(a) declaratory or injunctive relief, specific performance, payment of any sum, damages or any other means of enforcing this Deed; or

(b) consequential and interim orders and relief;

10.4.2 apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts;

10.4.3 fetter any Party's rights to bring an action in the courts;

10.4.4 apply to any dispute in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion under this Deed or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion.

11 Miscellaneous

11.1 The Owner shall pay to the Responsible Body the Responsible Body’s reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Deed in the sum of £4,500 plus VAT on the date of this Deed.

11.2 Where the agreement, approval, consent or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:

11.2.1 shall not be unreasonably withheld or delayed;

11.2.2 shall be given in writing; and

11.2.3 may be validly obtained only before the act or event to which it applies.

11.3 This Deed shall be deemed a Local Land Charge and will be registered as such by the Responsible Body.

11.4 The Parties do not intend any person to have the benefit of the Contract (Rights of Third Parties) Act 1999.

11.5 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

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11.6 If any provision or part-provision of this Deed is deemed invalid, illegal, or unenforceable the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

11.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Responsible Body in the exercise of its functions in any capacity and the rights, powers, duties and obligations of the Responsible Body under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.

11.8 The provision or stacking of other ecosystem services at the Biodiversity Gain Site is not prohibited by the terms of this Deed provided that the obligations do not adversely affect the HMMP.

12 Waiver

No waiver (whether expressed or implied) by the Responsible Body 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 Responsible Body from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

13 Limitation of Liability

13.1 This Deed shall not be enforceable against:

13.1.1 any statutory undertaker who acquires any part of the Biodiversity Gain Site or interest therein for the exclusive purpose of carrying out their statutory undertaking; or

13.1.2 any person whose only interest in the Biodiversity Gain Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Biodiversity Gain Site.

13.2 If the Parties are delayed or prevented in the performance of any of their obligations under this Deed by a Force Majeure Event, they shall not be liable for that delay or non-performance and the time for performance of the affected obligations shall be extended by such period as is reasonable in the circumstances to enable the Owner or the Responsible Body using reasonable endeavours, to perform that obligation.

14 Notices

14.1 Any notice to be given under this Deed shall be:

14.1.1 in writing; and

14.1.2 either

(a) delivered by hand; or

(b) sent by pre-paid first-class post or other next working day delivery service.

14.1.3 sent to

(a) the Responsible Body at the address referred to on page 2 of this Deed (marked for the attention of the Company Secretary and Head of Ecology and Biodiversity Net Gain or as otherwise notified to the Owner from time to time); and

(b) the Owner at its registered address (marked for the attention of the Director or as otherwise notified to the Responsible Body from time to time).

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14.2 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.

14.3 The reasonably and properly incurred costs of the Responsible Body associated with serving notices under this Deed shall be reimbursed by the Owner upon request.

15 Value Added Tax

15.1 Any sum payable under this Deed is exclusive of VAT and VAT will be charged on any sums payable under this Deed in accordance with the requirements set out in the relevant legislation.

15.2 If at any time VAT is required to be paid in respect of any sum due under this Deed then to the extent that VAT had not been previously charged in respect of that sum the Responsible Body shall have the right to issue a VAT invoice and the VAT shall be paid accordingly.

16 Governing Law

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

17 Counterparts

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18 Restriction on disposals

18.1 The Owner covenants with the Responsible Body, with the intention of binding the Biodiversity Gain Site and each and every part of it, not to make any Disposal of the whole or any part of the Biodiversity Gain Site without the prior written approval of the Responsible Body PROVIDED THAT any transfer of the freehold of the Biodiversity Gain Site (and for the avoidance of doubt this includes the assignment of this Deed and or transfer of the Escrow Account) to a Group Company or Charity will be deemed approved by the Responsible Body if the said Group Company or Charity (as applicable) is to have equivalent access to the Escrow Account at the date of the transfer in place of the Owner.

18.2 The Owner consents to the entry of the following restriction against the Owner's title to the Biodiversity Gain Site at HM Land Registry and the Owner shall (within 10 Working Days of the date of this Deed) apply to HM Land Registry to request the registration:

No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 18.2 of a Conservation Covenant dated…….. and made between (1) the Land Restoration Trust and (2) Wild Capital 1 Propco 8 Ltd have been complied with or do not apply to the disposition.

18.3 The Responsible Body covenants that upon the termination of the Deed that it will provide its consent to the removal of the restriction required pursuant to clause 18.2.

18.4 The Responsible Body covenants with the Owner that, as soon as reasonably practicable upon providing its approval pursuant to clause 18.2, the Responsible Body shall provide a certificate consenting to the registration of that Disposal at HM Land Registry.

19 Novation and Dissolution

19.1 The Responsible Body shall not assign or novate this Deed save for in the following circumstances:

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19.1.2 in the event that the Land Trust's status as Responsible Body is revoked by DEFRA or where the Land Trust ceases to operate (whether due to its dissolution, winding up or any other process), the Land Trust will novate this Deed to another responsible body and the Land Trust will be responsible for its own costs incurred in doing so; and/or

19.1.3 in the event that the Responsible Body obtains the Owner's approval in writing to the assignment, in which case the Land Trust shall novate this Deed to another responsible body (as this expression is defined in the Act) and the Land Trust will be responsible for its own costs in doing so.

19.2 The Owner may assign the benefit of this Deed with the prior approval of the Responsible Body and the Responsible Body will promptly enter into a deed of novation in such form as the Parties shall agree (acting reasonably) provided that the Owner shall be responsible for the Responsible Body's reasonable costs incurred in any novation.

20 Escrow Account

20.1 The Owner shall use all reasonable endeavours to establish the Escrow Account as soon as reasonably possible after the first Sale and in the event within 6 months of the date of this Deed.

20.2 The Responsible Body will provide all reasonable support and assistance in relation to the Escrow Account at the cost of the Owner.

20.3 The Owner will update the Responsible Body upon request on the progress made in establishing the Escrow Account.

20.4 The Owner will provide the Responsible Body with a copy of the completed Escrow Agreement within 10 Working Days of completion of the Escrow Agreement.

20.5 In the event there is a breach of the HMMP or the Responsible Body (acting reasonably) identifies that further funds are required in the Escrow Account to ensure that the Escrow Account holds funds consistent with the HMMP, the Owner shall deposit such additional funds into the Escrow Account as required.

Execution

This Deed has been executed by the Parties as a deed and is delivered on the date on the first page.

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Schedule 1
Plan 1 (Biodiversity Gain Site)



Key

Redline Boundary

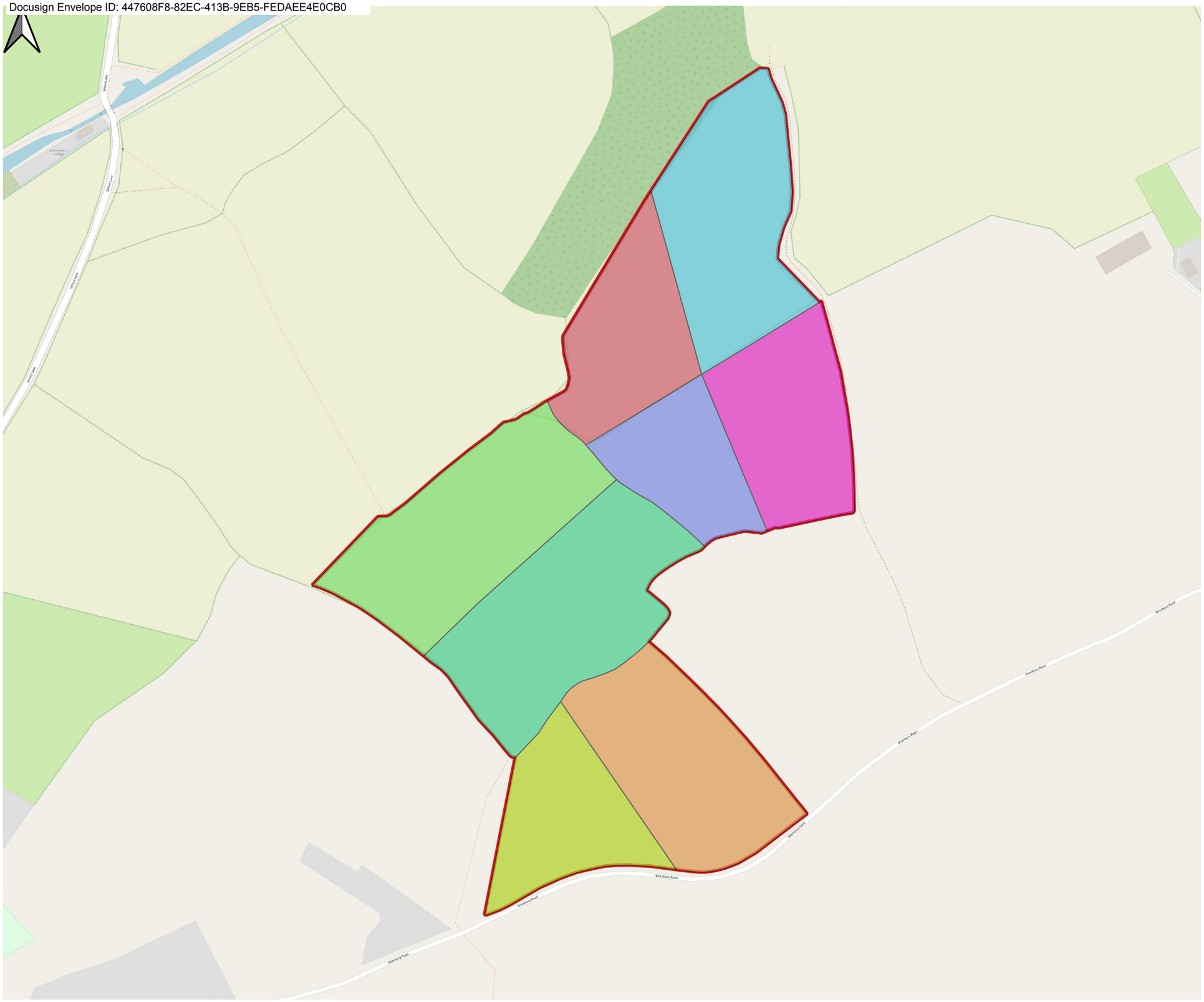
Site name	Wild Marbury
Scale @ A3	1:3,000
Issue date	28/1/2025

WILD CAPITAL

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Schedule 2
Plan 2 (Biodiversity Gain Site Plan)

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Key

Redline boundary

Parcel Plan

- A
- B
- C
- D
- E
- F
- G
- H

0 100 200 m

Project Name; Wild Marburry

Drawing; Parcel Plan
Version 1.0

Date; 30th July 2025

WILD CAPITAL

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Schedule 3
Owner's Covenants

The Owner covenants with the Responsible Body so as to bind its interest in the Biodiversity Gain Site as follows:

1 **Implementation of the Habitat Management and Monitoring Plan**

1.1 to notify the Responsible Body in writing of the Commencement Date within 10 Working Days of it occurring;

1.2 unless otherwise agreed in writing with the Responsible Body to carry out and complete the Habitat Creation and Enhancement Works set out within the HMMP for the relevant Parcel within 12 months from first Allocation of the relevant Parcel. Undertake and complete the Habitat Creation and Enhancement Works in relation to a Parcel in accordance with the Habitat Management and Monitoring Plan;

1.3 to issue the Habitat Completion Date Notice to the Responsible Body within 10 Working Days of the Habitat Completion Date of the Habitat Creation and Enhancement Works in relation to a Parcel;

1.4 in relation to each Parcel to promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the Responsible Body (acting reasonably) under paragraph Schedule 1.2.2 of Schedule 4 and issue a subsequent Habitat Completion Date Notice and thereafter to continue to rectify any defects and issue Habitat Completion Date Notices until the Responsible Body issues a Certificate of Completion;

1.5 upon receiving the Certificate of Completion from the Responsible Body in relation to a Parcel, to maintain the relevant Parcel in accordance with the Habitat Management and Monitoring Plan until the Management and Monitoring End Date;

1.6 to notify the Responsible Body of a change in Monitoring Agent within 30 Working Days of such change taking effect;

1.7 to provide or procure that the Monitoring Agent provides Monitoring Reports to be submitted to the Responsible Body in compliance with the requirements and timescales set out in the HMMP; and

1.8 to provide or procure that a BNG Capacity Report is provided to the Responsible Body annually from the Habitat Completion Date.

2 Allocation

2.1 Within 5 (five) Working Days following each and every Allocation, to notify the Responsible Body

2.1.1 of the BNG Capacity (and/or any part of it) first being Allocated;

2.1.2 of any BNG Capacity (and/or any part of it) being subsequently Allocated; and

2.1.3 once the BNG Capacity has been fully Allocated.

2.2 Not to Allocate any BNG Capacity:

2.2.1 while an application to amend the Registration is pending unless the Responsible Body agrees that notwithstanding the application for amendment, there is sufficient Remaining BNG Capacity to permit such Allocation; and

2.2.2 unless:

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(a) the Allocation is recorded on the Biodiversity Gain Site Register; and

(b) the Remaining BNG Capacity as recorded on the Biodiversity Gain Site Register is sufficient to fulfil any such an Allocation.

3 Biodiversity Gain Site Register

3.1 To:

3.1.1 Register the Biodiversity Gain Site on the Biodiversity Gain Site Register no later than 6 (six) months from the date of this Deed PROVIDED THAT the Responsible Body is hereby authorised to apply to revise the Registration in line with any determination by the Expert;

3.1.2 pay the Responsible Body's reasonable costs in respect of any application by it to applying to amend the Registration under sub-paragraph 3.1.1;

3.1.3 notify the Responsible Body in writing of the date of any Registration within 10 Working Days of the Owner first becoming aware of such Registration;

3.1.4 undertake the following as soon as reasonably practicable where an application to Register the Biodiversity Gain Site is unsuccessful:

(a) notify the Responsible Body in writing;

(b) remedy the defects or address the issues identified by Natural England in relation to the application;

(c) re-apply to register the Biodiversity Gain Site on the Biodiversity Gain Site Register;

(d) continue to notify the Responsible Body and remedy defects or address the issues identified by Natural England in relation to in any application until the Biodiversity Gain Site is Registered; and

(e) apply to amend the Registration if directed by the Expert under Clause 10

3.2 Not to amend the Registration without the Responsible Body's prior written approval, other than to record additional Allocations or where necessary to comply with the provisions of this Deed.

3.3 To undertake the following once a Modification Notice has been confirmed by the Responsible Body or determined by the Expert to be valid for the purposes of Clause 3.7:

3.3.1 submit the modified Habitat Management and Monitoring Plan to the Responsible Body in the approved form, to be attached to this Deed by way of memorandum; and

3.3.2 apply to amend the Registration in the approved form.

Habitat Management and Monitoring Plan

3.4 To comply with and procure compliance in full with the obligations in the HMMP and not to breach the provisions included within the HMMP.

3.5 To notify the Responsible Body of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:

3.5.1 the proposed amended Habitat Management and Monitoring Plan;

3.5.2 a statement of reasons for such amendment; and

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3.5.3 confirmation (with reasons) that the amendment would not prejudice:

(a) the use or management of the Biodiversity Gain Site in a manner consistent with its function to deliver Biodiversity Net Gain; and

(b) the continued functioning of the Biodiversity Gain Site for Biodiversity Net Gain or any existing Allocation.

3.6 Where the Responsible Body agrees (or the Expert determines) that an amended Habitat Management and Monitoring Plan is approved under paragraph 3.5 of this Schedule, to:

3.6.1 apply to amend the Registration as soon as reasonably practicable where necessary to reflect the BNG Capacity or Remaining BNG Capacity under the amended or replacement Habitat Management and Monitoring Plan; and

3.6.2 keep the Responsible Body informed of the progress of the application and take all reasonable steps to conclude it (including correcting and re-submitting it where necessary).

3.7 In the event that:

3.7.1 the HMMP is amended, varied or changed; and

3.7.2 the change results in an increase in the Responsible Body's costs in performing its obligations under this Deed;

the Owner shall reimburse such additional reasonable costs to be incurred by the Responsible Body in complying with the Responsible Body's obligations under this Deed.

4 Biodiversity Gain Site Monitoring Contribution

4.1 To pay the Biodiversity Gain Site Monitoring Contribution to the Responsible Body:

4.1.1 within 10 Working Days of the Commencement Date;

4.1.2 within 10 Working Days of the first anniversary of the Commencement Date; and

4.1.3 thereafter within 10 Working Days of the subsequent anniversaries of the Commencement Date until the Management and Monitoring End Date.

5 Access for Inspection

5.1 From the Commencement Date, to allow the Responsible Body, its agents, and contractors with or without workmen and equipment to:

5.1.1 enter onto any part of the Biodiversity Gain Site at all reasonable times (following reasonable notice given in accordance with paragraph 4 of Schedule 4) to monitor compliance with:

(a) the obligations in this Deed;

(b) any Breach Notice;

and

5.1.2 pass and repass across any land in the Owner's control which is necessary to gain access to for the purpose of accessing the Biodiversity Gain Site in accordance with paragraph 5.1.1.

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6 Step-In Rights

6.1 Where a Breach Notice is served by the Responsible Body, to notify the Responsible Body within 20 Working Days of service of the Breach Notice whether the Owner accepts or disputes the Breach Notice;

6.2 Where it notifies the Responsible Body that it disputes a Breach Notice (or it is unable to agree remedial steps under sub-paragraph 6.3.2);

6.2.1 to include a reasoned response in the reply to the Breach Notice under paragraph 6.1 (if disputing the Breach Notice); and

6.2.2 it may request, within 10 Working Days of any time limit in the Breach Notice (or other extended timeframe as agreed with the Responsible Body in writing), that the matter be referred for determination by an Expert;

6.3 Where it has notified the Responsible Body that it accepts a Breach Notice (or the Expert has determined that it is valid), to:

6.3.1 comply with the requirements of the Breach Notice within the time limits specified by the Breach Notice (or other extended timeframe as agreed with the Responsible Body in writing);

6.3.2 use reasonable endeavours to agree the following with the Responsible Body within 20 Working Days of notifying the Responsible Body that it accepts the Breach Notice:

(a) the steps required to remedy the breach; and

(b) if applicable, any remedial works;

6.3.3 commence and diligently proceed to remedy the breach within the time period specified in the Breach Notice (or such other period as may be agreed with the Responsible Body under sub-paragraph 6.3.1) in accordance with the details agreed under sub-paragraph 6.3.1; and

6.3.4 pay the Breach Notice Fee as described in Schedule 4 within 30 (thirty) Working Days of receipt of the Breach Notice.

6.4 To comply with any requirements imposed on the Owner in connection with a Breach Notice by the Expert within the time limits specified in the Expert's determination;

6.5 Where it has failed to comply with a time limit of the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Responsible Body, its agents, and contractors with or without workmen and equipment to enter:

6.5.1 the Biodiversity Gain Site; and

6.5.2 other land in the Owner's control needed to access the Biodiversity Gain Site,

at all reasonable times (following reasonable notice given in accordance with paragraph 4 of Schedule 4) to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable, following reasonable notice given in accordance with paragraph 4 of Schedule 4; and

6.6 To pay the Responsible Body a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 6.5 within 20 Working Days of a notice requesting payment (such notice to include a breakdown of such costs).

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7 Recalculation of BNG Capacity

7.1 To do the following where a Variation Event occurs and there is BNG Capacity which has not been Allocated:

7.1.1 refrain from further Allocation of any Remaining BNG Capacity until the Remaining BNG Capacity is agreed under sub-paragraph 7.1.2-7.1.4 of this Schedule (or determined by the Expert);

7.1.2 notify the Responsible Body of its calculation of the Remaining BNG Capacity taking into account the Variation Event and submit it to the Responsible Body for approval;

7.1.3 in the event of dispute over the calculation of the Remaining BNG Capacity under sub-paragraph 7.1.2 of this Schedule, either Party may refer the matter to an Expert for determination;

7.1.4 upon receipt of written approval from the Responsible Body for the calculation submitted under sub-paragraph 7.1.2 of this Schedule or by the Expert's determination under Clause 10, accept thereafter that the Remaining BNG Capacity shall be deemed to be the amounts agreed and:

(a) Allocate only to the Remaining BNG Capacity on this revised basis; and

(b) ensure the Biodiversity Gain Site Register in respect of the Biodiversity Gain Site to reflects the revised Remaining BNG Capacity as soon as reasonably practicable.

8 Insurance

8.1 To maintain public liability insurance in relation to the Biodiversity Gain Site with a limit of indemnity of at least £5,000,000 for any one claim for the duration of the term and professional indemnity insurance of £2,000,000 in respect of the Monitoring Agent.

8.2 To provide evidence of up-to-date policies to the Responsible Body when requested but not more frequently than on an annual basis.

9 Restrictions on use

9.1 From the date of this Deed not to cause or permit any of the Biodiversity Gain Site to be subject to any other commitments or obligations in favour of any other local planning authority, responsible body, or any person or legal entity in respect of Allocating BNG Capacity where such commitments would have the effect of duplicating, restricting or negating the obligations contained in this Deed.

9.2 Not to erect any buildings, structures or undertake any other development on the Biodiversity Gain Site where such works would prejudice compliance with the HMMP without the Responsible Body's consent.

9.3 To be responsible for managing public access to the Biodiversity Gain Site in accordance with the HMMP and use all reasonable endeavours to:

9.3.1 limit access by the public to the designated registered public rights of way that cross the Biodiversity Gain Site where the exercise of those rights would interfere with the delivery of the HMMP and/or impact BNG Capacity; and

9.3.2 ensure that the public rights of way are used as walking routes only;

PROVIDED THAT this paragraph shall not prevent the private use of the Biodiversity Gain Site by the Owner or those authorised by the Owner for uses that do not in any way prejudice

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compliance with the HMMP including (but not limited to) use for educational, reporting or scientific purposes.

9.4 Prior to the commencement of the Habitat Creation and Enhancement Works within a Parcel, the Owner shall not do anything on that Parcel that shall cause the carrying out of the Habitat Creation and Enhancement Works and any subsequent compliance with the HMMP to be restricted or prejudiced.

10 Meetings and Communication

10.1 Upon receipt of a written request by the Responsible Body:

10.1.1 attend a meeting with the Responsible Body and its agents to discuss compliance with this Deed and any such meeting shall be held as soon as reasonably practicable for all parties in person at a suitable venue or via a suitable electronic format;

10.1.2 provide a verbal and/or written update on compliance with the HMMP; and

10.1.3 provide, any further information reasonably and properly requested by the Responsible Body to verify compliance with the HMMP.

10.2 To maintain an up-to-date register for any anticipated or actual risks associated with compliance with the HMMP along with its proposed plans for mitigating or addressing such matters, and this register shall be freely available to the Responsible Body upon request (not more frequently than once in each calendar year).

10.3 To promptly inform the Responsible Body of any matters which may affect its ability to comply with the HMMP, including (but not limited to) the receipt of any third party action or complaints and/or correspondence received from Natural England and/or the local planning authority.

10.4 To cooperate with the Responsible Body if there is an investigation by DEFRA or Natural England or any other public body as to whether this Deed has been breached.

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Schedule 4
Responsible Body Covenants

The Responsible Body covenants with the Owner as follows:

1 **Inspection of the Habitat Management and Monitoring Plan**

1.1 To inspect the Habitat Creation and Enhancement Works within 25 (twenty five) Working Days following receipt of the Habitat Completion Date Notice;

1.2 To do the following where Habitat Creation and Enhancement Works are inspected under sub-paragraph 1.1:

1.2.1 issue a Certificate of Completion for that Parcel within 5 (five) Working Days of the inspection if the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Responsible Body; or

1.2.2 within 5 (five) Working Days of the inspection notify the Owner of any defects, if the Responsible Body determines that the Habitat Creation and Enhancement Works for that Parcel have not been completed; and

1.2.3 where the Owner issues a subsequent Habitat Completion Date Notice under paragraph 1.3 of Schedule 3, re-inspect the Habitat Creation and Enhancement Works under paragraph 1.1 of this Schedule and to comply with paragraph 1.2 of this Schedule until it issues the Certificate of Completion;

1.2.4 in the event that that the Responsible Body does not inspect the Habitat Creation and Enhancement Works for that Parcel within 25 (twenty five) Working Days of notification in accordance with paragraph 1.1 of this Schedule, the Certificate of Completion shall be deemed to have been given.

2 Habitat Management and Monitoring Plan

2.1 Not to unreasonably withhold or delay giving its written approval to any revised or replacement Habitat Management and Monitoring Plan submitted by the Owner to the Responsible Body under paragraph 3.5 of Schedule 3 of this Deed;

2.2 To review the Monitoring Reports submitted to the Responsible Body and to respond as soon as reasonably practicable where any issues are identified in the Monitoring Report.

2.3 In the event that that the Responsible Body does not inspect the relevant Parcel within 30 Working Days of notification in accordance with paragraph 1.1, the Responsible Body's approval is deemed to be given.

2.4 Monitor the implementation and operation of the Habitat Management and Monitoring Plan by way of periodic physical visits to the Biodiversity Gain Site and/ or remotely surveying the Biodiversity Gain Site.

3 Biodiversity Gain Site Register

To affirm with the Owner that BNG Capacity shall be Allocated by the Owner at the Owner's absolute discretion subject to the provisions of this Deed.

4 Right of Access

To give not less than 10 Working Days' notice to the Owner of its intention to access the Biodiversity Gain Site for the purposes of inspection under paragraphs 5 of Schedule 3 of this

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Deed to ascertain the Owner's compliance with its covenants under this Deed or a Breach Notice.

5 Breach Notice and Step-in Rights

5.1 Where it considers that the Owner is not complying with its obligations under this Deed, and intends to take steps to remedy the breach, to first notify the project leader of the Owner and use reasonable endeavours to agree within 20 Working Days from receipt of the Responsible Body's notice a timescale and steps for remedying the breach. The project leader of each party will take into account all reasonable representations made by the project leader of the other party.

5.2 If the Owner does not diligently take action to remedy the breach within the time period agreed by the project leaders, or the parties are unable to agree within 20 Working Days a timescale or steps for remedying the breach, the Responsible Body may at its sole discretion serve a Breach Notice on the Owner specifying:

5.2.1 the reasons for alleging non-compliance;

5.2.2 the steps it proposes the Owner should take to remedy any breach or non-compliance, and

5.2.3 the reasonable time limits for the Owner to take these steps; and

5.2.4 the amount of Breach Notice Fee.

5.3 Where it serves a Breach Notice (or the Expert determines that the Owner should take any steps within a specified time limit), it may notify the Owner of any extension of time specified in the Breach Notice or Expert's determination, as it considers appropriate (in is absolute discretion).

5.4 Where the Owner does not comply with the time limits specified in the Breach Notice (or as otherwise agreed) or the Expert's determination, undertake the requirements imposed on the Owner as set out in the Breach Notice or Expert's determination provided that the Responsible Body:

5.4.1 provides reasonable notice that it, its agents, and contractors with or without workmen and equipment will enter the Biodiversity Gain Site and/or land in the Owner's control to access the Biodiversity Gain Site;

5.4.2 ensures minimal damage to the Owner’s interests in land and inconvenience to the Owner;

5.4.3 promptly repairs any damage caused by exercising the step-in rights under this paragraph; and

5.4.4 issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this paragraph,

and for the avoidance of doubt the Responsible Body’s step in rights under this paragraph are at its sole absolute discretion and do not create a general right of access to any part of the Biodiversity Gain Site for the general public..

6 Recalculation of BNG Capacity

6.1 To notify the Owner in relation to any BNG Capacity calculation submitted under paragraph 7.1.2 of Schedule 3 whether:

6.1.1 it is approved; or

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6.1.2 why it is not approved.

7 Other

7.1 To comply with all applicable laws in the undertaking of its obligations and satisfaction of the covenants on its part under this Deed; and

7.2 To comply with its reporting obligations owed to DEFRA under section 136 of the Act from time to time.

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Schedule 5
Habitat Management and Monitoring Plan

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NATURAL ENGLAND

Department for Environment Food & Rural Affairs

Habitat Management and Monitoring Plan



Site Name:	Wild Marbury
Date:	18/07/2025
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Author:

FPCR | environment & design

Client:

WILD CAPITAL

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Version Control

The version control is used for updates to the content. Record the initial version and further version control details in this table each time the management plan is altered throughout the management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	Draft	DHS / 04.06.25	SE / 06.06.25
2.0	Issue	DHS / 16.06.25	IH / 16.06.25
3.0	Issue	SE / 01.07.25	
4.0	Final	DHS / 18.07.25	SE / 18.07.25

Document Details

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Authorship Details
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1. Project Background

Summarise the key aspects of your management plan in this section. Table PB-B01 can be extended to suit the specific needs of individual projects.

Site Overview PB-B01	
Project type	Habitat Bank
Development Name and Address	N/A
BNG Project Name and Address	Wild Marbury, Marbury
Author Organisation	FPCR Environment & Design Ltd
Landowner	Wild Capital Ltd.
Land Manager	Wild Capital Ltd.
Responsible person/organisation for creating or enhancing the habitat	Wild Capital Ltd.
Period covered by this management plan	Establishment works +30 years for BNG
Planning authority	Cheshire East Council
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	N/A
Central OS grid reference	SJ 56596 46178
Metric revision/title	13354 Wild Marbury Macro_enabled_tool_23.07.2024
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

FPCR Environment and Design Ltd have prepared this Habitat Management and Monitoring Plan (HMMP) on behalf of Wild Capital Ltd. to support the establishment of a Habitat Bank. The proposals include a range of habitat creation and enhancement measures which will be undertaken across the site to generate biodiversity units. These include measures to

- Creation of species-rich neutral grassland in place of an existing arable field and modified grassland field.
- Create new native scrub habitat, including large areas of mixed scrub managed to include glades, rides and clearings.
- Plant a new traditional orchard with associated grassland in place of arable fields, using a range of nut and fruit tree species.
- Enhancement of existing hedgerow habitats across the site to improve native woody species diversity and structure by the addition of standard trees.
- Creation of new species rich hedgerows with trees to connect existing hedgerow lengths.
- Retention of individual trees, along with additional individual scattered native tree planting.

Timescales for Actions PB-B03

The legal obligation for Wild Capital Ltd. to manage the habitat for a 30-year period will begin once all BNG habitat creation and enhancement works have been implemented. Condition monitoring and reporting will begin following establishment works.

Monitoring Requirements PB-B04

The key aim of monitoring will be to track the success of targets for habitat creation/enhancement and to trigger remedial measures where necessary.

Over time, it may be necessary to adjust management measures according to the success of the outcomes. This will be a process of monitoring, evaluating, and modifying the plan as required to reach the same desired outcomes. The responsible authority will be consulted if any significant changes are required.

Required Consents and Licences PB-B05

Afforestation consent from the Forestry Commission may be required to facilitate scrub planting.

Funding PB-B06

Wild Capital will finance the scheme in accordance with its endowments policy and the finance structure identified in the legal agreement it agreed to with the legal body.

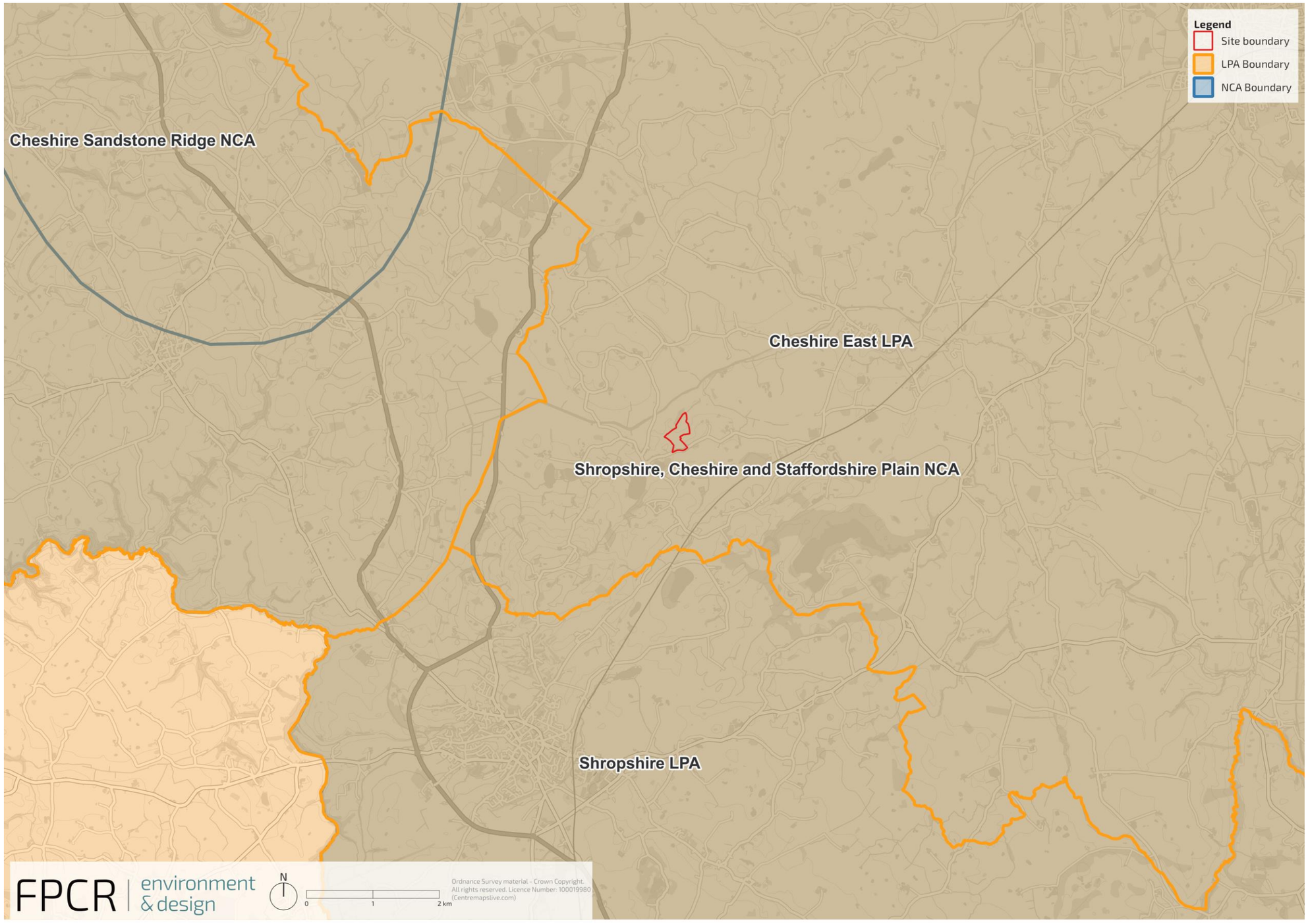
Legal Agreement PB-B07

To be secured under s106 agreement or conservation covenant, as agreed with the LPA/RB.

Site Boundary Plan PB-F01



Site Context Plan PB-F02



Roles and Responsibilities

Provide details of the responsible persons and organisation(s) for delivering this management plan.

Ecologist or Other Professional Responsible for HMMP PB-B09				
Name or Initials		An agent on behalf of Wild Capital		
Organisation		FPCR Environment and Design Ltd		
Responsibility	Start Date:	Commencement of the first establishment works	End Date:	30 years following the completion of the last establishment works
FPCR Environment and Design Ltd is responsible for preparing this HMMP and providing ecological advice on the habitat establishment and management prescriptions provided herein. They are also responsible for informing the landowner/management organisation of protected and/or notable species constraints potentially present on the Site at the time of writing this HMMP.				
Statement of Competency				
The surveys were conducted by an FPCR surveyor possessing a FISC Level 4 certificate, specialising in botany, habitat surveying, and management, as well as all aspects of biodiversity net gain. This HMMP has been reviewed by members of the Chartered Institute of Ecology and Environmental Management (CIEEM). The team provides support for clients in both the public and private sectors, assisting them in achieving their targets for development and Biodiversity bank schemes, protecting local wildlife and enhancing ecosystems				

Landowner or Land Manager PB-B10				
Name or Initials		N/A		
Organisation		Wild Capital		
Responsibility	Start Date:	N/A	End Date:	N/A
Wild Capital will be responsible for delivering the habitat creation, enhancement, and management prescriptions detailed in this report. They will also ensure that ongoing monitoring is undertaken and that monitoring reports are provided to LPA/RB on the dates specified in the document.				

Statement of Competency
Wild Capital is a leading developer of Biodiversity Net Gain (BNG), combining financing with ecological delivery to enhance the regeneration of UK biodiversity at scale. They have expertise in environmental restoration, large-scale development, planning, and finance. The team provides a complete range of biodiversity net gain services to simplify the process, reduce risk and cost, and secure long-term management requirements to ensure effective biodiversity habitat creation and enhancement across the UK. Important to this is their expertise in establishing habitats across the UK to provide a range of habitat units.

Management Organisation(s) Responsible for Implementing the HMMP PB-B11				
Name or Initials		N/A		
Organisation		Wild Capital		
Responsibility	Start Date:	TBC	End Date:	TBC
Responsible for implementing the management onsite following the measures set out in this management plan. This will include undertaking management measures such as traditional grassland, hedgerow, scrub and arboricultural practices and ensuring the management team have the appropriate expertise, certification, licenses and equipment to undertake the management required.				
Statement of Competency				
Responsible management team will require appropriate certification, licenses and equipment to undertake the management required.				

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Land Use Summary

Overview of Baseline Site Use PB-B13

The site consists mainly of cropland over a total area of 10.2 hectares. It includes three parcels of cropland, a modified grassland field, a small area of other neutral grassland, native hedgerows and rural trees. The Site was previously a dairy farm. A ditch connected to Marbury Brook borders the northeastern boundary. It is under private ownership, with public assess through the Site.

The site is well-located for habitat expansion and connectivity. It is located within the core Ecological Network highlighted within the Cheshire East Council Local Plan (ENV 1) as well as within a Nature Improvement Area (ENV 2), Ecological Network Restoration Area, highlighted in the Bedfordshire & Luton Biodiversity Opportunities Network, which runs over the majority of the site.

The site does not support any statutory or non-statutory designated sites of importance for nature conservation or any irreplaceable habitats.

Overview of Proposed Site Use PB-B14

The proposed enhancements and habitat creation within the Site will assist in supporting landscape-scale nature recovery. The arable cropland is proposed to be lost and the areas used to create mixed scrub, species-rich other neutral grassland, and areas of traditional orchard. Species-rich other neutral grassland is also to be created on the existing modified grassland field. All hedgerows onsite are also to be enhanced.

All the above enhancements and creation will improve intrinsic ecology value across the site for biodiversity gains, providing new opportunities for fauna and flora, promoting structural diversity and boosting ecological connectivity across the Site and to offsite designated sites.

Site Context Photos PB-F03





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Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	☒	
Protected and Notable Species	Does the presence or proximity of specific species on or near your site present any constraints or opportunities to project design or management?	☒	
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	☐	No INNS identified onsite.
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	☒	
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	☒	
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	☒	
Climate	Are local climate conditions and, or climate change likely to impact the target habitat retention, creation or enhancement?	☒	
Geology and Topography	Any geological or topographical constraints or opportunities?	☒	
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	☒	
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	☒	
Contaminated Land	If there is any contaminated land, will this present any constraints?	☐	No known contaminated land issues. The land has been in long term agriculture as arable and pastoral land.
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	☐	Not considered necessary. The land has been in use as grassland and cropland for a significant period and has encountered no
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	☒	
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	☒	
Historic Land Use	Does the historic land use present any constraints or opportunities?	☒	
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	☒	No historic environment designations identified onsite
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	☐	N/A- No other factors relevant to plans

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2. Baseline and Environmental Information

Biological Records

Designated Sites (BI-T01)

Provide a concise summary of the designated features within the designated sites that could be affected by the project. Categorise any potential impacts from the project, whether positive, negative, or negligible, as determined by your professional judgement.

Site Name	Designation	Distance from Project Site	Potential Impact from Project
Marbury Little Mere	Local Wildlife Site (LWS)	147m SW	Negligible
Shropshire Union Canal (Burland to Marbury)	LWS	251m N	Positive – connecting habitat between the sites (hedgerow and woodland)
Marbury Big Mere	LWS	518m SW	Negligible
Marley Moss	LWS	803m SE	Negligible
Quoisley Meres	SSSI	1.2km SW	Negligible
Midland Meres and Mosses Phase 1	Ramsar	1.2km SW 5.9km S	Negligible
Oss Mere	SSSI	1.6km S	Negligible
Midland Meres and Mosses Phase 2	Ramsar	1.6km S 5.7km NW 9.2km SW	Negligible
Brown Moss	SAC	5.9km S	Negligible
Fenn's, Whixall, Bettisfield, Wem & Cadney Mosses	SAC	9.2km SW	Negligible

Summary of Designated Sites (BI-B01)

The Site is not subject to any statutory designated sites of importance for nature conservation, such as Special Protection Areas (SPA), Special Areas of Conservation (SAC), Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR) or Local Nature Reserves (LNR).

The nearest statutory site of nature conservation importance is Quoisley Meres SSSI and Midland Meres and Mosses Phase 1 Ramsar, located approximately 1.2km southwest of the site. This designated site is part of a series of water and peatland sites that make up the Midland Meres and Mosses Phase 1 and 2. It has meres comprised of nutrient rich open water and well-developed fringe habitats, with a number of local and nationally rare invertebrates and plants.

Oss Mere SSSI and Midland Meres and Mosses Phase 2 are the next closest sites, located approximately 1.6km south at the closest point. These sites form part of the series described above, with Oss Mere specifically noted for its alder carr, reed swamp and damp grassland with uncommon species.

Two SACs are also located within 10km – Brown Moss and Fenn's, Whixall, Bettisfield, Wem & Cadney Mosses – located approximately 5.9km south and 9.2km southwest respectfully. Brown Moss has been designated for the presence of a relict natural lowland population of Annex II species floating water plantain *Luronium natans.* Fenn's, Whixall, Bettisfield, Wem & Cadney Mosses is designated for its Annex I Active Raised Bogs.

Four LWS are located within 1km of the Site. No reasons for designations for any of these sites were returned by data search. Marbury Little Mere is the closest at approximately 147m southwest, and is comprised of a lake surrounded by willows, while Marbury Big Mere lies further southwest and is comprised of a larger lake. The Shropshire Union Canal (Burland to Marbury) passes to the 251m north of the Site, with Marley Moss located 803m southeast. Several potential LWS are also located within 1km.

The Local Nature Recovery Strategy (LNRS) for Cheshire and Warrington, which identifies areas of strategic significance within the region, has been published in draft. The entirety of the Site is mapped under the LNRS Strategic Network as an Opportunity Area. The potential habitat interventions listed include potential to: create and enhance grasslands - specifically wildflower grasslands, create hedgerows to connect to existing ancient woodland sites, and finally to create more, bigger, better and joined up hedgerows.

Constraints and Opportunities for Project (BI-B02)

Considering the nearest statutory designated site is approximately 1.2km away, there are not thought to be any constraints on the project regarding these sites.

Expanding the extent of semi-natural habitat in the local area will help connect sites and provide refuge for mobile species, such as bats and birds, despite the project not offering direct opportunities.

Improving this site from intensive management to a semi-natural habitat will eliminate the negative impacts of current management practices and create new opportunities for invertebrates and other wildlife. This will positively impact the closer Local Wildlife Sites by contributing to a larger network of habitats.

In line with the specific habitat interventions highlighted within the opportunity areas within the draft LNRS, all habitat interventions proposed are deemed to be of high strategic significance. In line with the Statutory metric guidance these areas will be recorded as low strategic significance in the baseline and high strategic significance in the post intervention.

Protected and Notable Species (BI-T02)

Provide a concise summary of the notable species records within the zone of influence of the project and any potential impacts from the project.

Species	Dates (number of records)	Conservation Status	Distance of Closest Record	Potential Impact from Project
Amphibians				
Common frog *Rana temporia*	2007 (3)	Sch5	1.5km NE	Positive
Common toad *Bufo bufo*	2020 (1)	SPI, Sch5, LBAP	1.5km NW	Positive
Great crested newt *Triturus cristatus*	2020, 2007 (2)	LBAP	1.5km NE	Positive
Smooth newt *Lissotriton vulgaris*	2020 (2)	Sch5	1.5km NW	Positive
Birds				
Barn owl *Tyto alba*	2011 (1)	Sch1, LBAP	1.9km E	Positive
Barnacle goose *Branta leucopsis*	2008 (1)	Red	696m SW	Negligible
Black headed gull *Chroicocephalus ridibundus*	2007, 2008, 2009, 2014 (21)	Amber	680m SW	Positive
Cetti's warbler *Cettia cetti*	2022 (1)	Sch 1	616m SW	Positive
Common sandpiper *Actitis hypoleucos*	2009 (1)	Amber	696m SW	Positive
Golden eye *Bucephala clangula*	2009 (3)	Red	696m SW	Positive
Greylag goose *Anser anser*	2007, 2008, 2009 (4)	Amber, Sch 1	616m SW	Positive
Hawfinch *Coccothraustes coccothraustes*	2017 (1)	SPI	858m S	Negligible
House martin *Delichon urbicum*	2013, 2023 (2)	Red	260m E	Negligible
House sparrow *Passer domesticus*	2011, 2012, 2022 (3)	Red, SPI	424m SW	Positive
Kestrel *Falco tinnunculus*	2020, 2023 (2)	Amber	614m SW	Negligible
Kingfisher *Alcedo atthis*	2008, 2009, 2017 (3)	Sch1	696m SW	Negligible
Lesser black-backed gull *Larus fuscus*	2008 (1)	Amber	696m SW	Positive
Mallard *Anas platyrhynchos*	2007, 2008, 2009, 2014, 2012, 2021, 2022 (58)	Amber	614m SW	Positive
Moorhen *Gallinula chloropus*	2007, 2008, 2009 (31)	Amber	614m SW	Positive
Pink-footed goose *Anser brachyrhynchus*	2006 (2)	Amber	696m SW	Positive
Reed bunting *Emberiza schoeniclus*	2020 (1)	Amber, SPI	612m SW	Positive
Shelduck *Tadorna tadorma*	2008 (1)	Amber	696m SW	Positive
Shoveler *Anas clypeata*	2007, 2008, 2009 (8)	Amber, SPI	696m SW	Positive
Skylark *Aluada arvensis*	2014 (1)	Red, SPI, LBAP	690m NE	Negligible

Song thrush *Turdus philomelos*	2012, 2020 (2)	Amber, LBAP	830m SW	Positive
Starling *Turdus philomelos*	2022 (1)	Red, LBAP	614m SW	Positive
Tawny owl *Strix aluco*	2011 (1)	Amber	1.9km E	Positive
Teal *Anas crecca*	2009 (3)	Amber	696m SW	Positive
Wigeon *Anas penelope*	2009 (1)	Amber	696m SW	Positive
Willow warbler *Phylloscopus trochilus*	2021 (1)	Amber	614m SW	Positive
Wood pigeon *columba palumbus*	2013, 2021, 2022 (5)	Amber	320m W	Positive
Wren *Troglodytes troglodytes*	2012, 2021, 2022 (7)	Amber	329m W	Positive
Yellowhammer *Emberiza citrinella*	2012 (1)	Red, SPI, LBAP	567m NW	Positive
Bats				
Unknown bat species	2014	Regs, WCA	690m E	Positive
Brown long-eared bat *Plecotus auritus*	2013, 2016, 2020, 2022 (12)	Regs, WCA, LBAP, SPI, Sch5	425m SW	Positive
Common pipistrelle *Pipistrellus pipistrellus*	2011, 2013, 2018, 2020, 2021, 2022 (11)	Regs, WCA, SPI	422m SW	Positive
Lesser noctule *Nyctalus leisleri*	2021 (1)	Regs, WCA, LBAP	422m SW	Positive
Long-eared bat *Plectorus sp.*	2013 (1)	Regs, WCA, SPI	1.14km SE	Positive
Myotis *Myotis sp.*	2013 (2)	Regs, WCA, SPI	422m SW	Positive
Natterer's bat *Myotis nattereri*	2021, 2022 (4)	Regs, WCA, LBAP, SPI	1.7km W	Positive
Noctule *Nyctalus noctule*	2013, 2018, 2019, 2020, 2021, 2022	Regs, WCA, LBAP, SPI	422m SW	Positive
Pipistrelle *Pipistrellus sp.*	2013, 2016, 2018, 2019, 2020 (7)	Regs, WCA, LBAP, SPI	422m SW	Positive
Soprano pipistrelle *Pipistrellus pygmaeus*	2004, 2013, 2018, 2021, 2022 (12)	Sch5, WCA, Regs, LBAP, SPI	422m SW	Positive
Mammals (non-bat)				
Badger *Meles meles*	2006, 2007, 2009, 2014, 2022 (10)		690m E	Positive
Otter *Lutra lutra*	2006, 2011 (4)	SPI, Regs, LBAP	112m N	Positive
Polecat *Mustela putorius*	2011 (1)	LBAP, SPI	1.9km E	Positive
Hedgehog *Erinaceus europaeus*	2014(1)	SPI	688m NE	Positive
Brown hare *Lepus europaeus*	2012, 2014 (2)	SPI, LBAP	690m E	Negligible
Invertebrate				
Variable damselfly *Coenagrion pulchellum*	2010, 2011 (4)	LBAP	780m W	Positive
INNS				
Japanese rose *Rosa rugosa*	2022 (1)	INNS	1.7km W	Negligible
Rhododendron *Rhododendron ponticum*	2012, 2020 (2)	INNS	833m SW	Negligible

Summary of Protected and Notable Species (BI-B03)

The table above shows a summary of protected and notable species records obtained from RECORD. This includes 29 bird species, 10 bat species and several other mammals including badger, otter, hedgehog, brown hare and polecat. Variegated damselfly, a local biodiversity action plan species was also returned from within 1km.

None of these records were located directly onsite. Several records were given at grid references of four digits or less and have therefore not been mapped.

Constraints and Opportunities for Project (BI-B04)

Otter
Several otter records were returned offsite including one close to offsite drain leading to the onsite ditch. Where proposals include works in the riparian zone of the ditch, the presence of otters should be considered, and the banks should be checked for otter holes and water vole burrows before works begin. Where any such holes/burrows are identified, works will seek ecological advice to avoid impacts. No field signs were noted during the habitat survey.

Bats
All mature trees and hedgerows onsite are to be retained so there are no expected constraints from bats. The project will provide additional habitat for foraging, commuting, and roosting within the created and enhanced scrub and grassland.

Birds
No records of birds were returned onsite, however several farmland associated bird records were returned within 2km, including yellowhammer and skylark, with skylark being ground nesters they may impacted by the removal of this habitat although it is not known if they are breeding onsite. Birds may be impacted, should removal of trees and shrubs be required as part of the management of created scrub habitat. These works will be conducted outside the nesting season (September to February). Newly created and enhanced hedgerow, and grassland habitats will provide various opportunities for farmland and wetland bird species recorded in the local area.

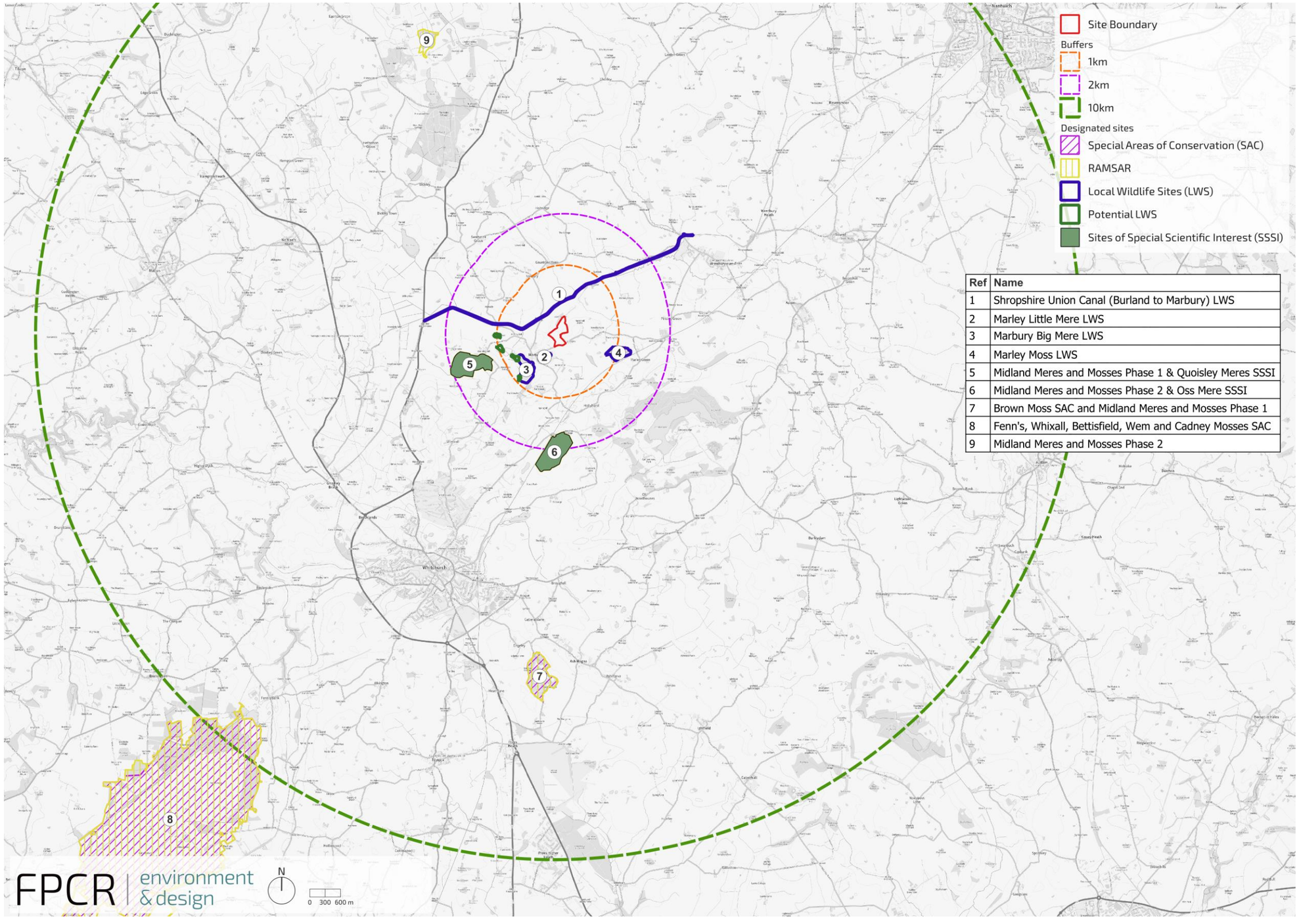
Badger
Badger records were also identified within the local area. Arable land is used by badger, but the proposed shrub will provide more suitable habitat. No badger setts were noted during the site visits however it would be prudent to establish if there are any badger setts located within the arable areas if any potentially impactful ground works are required.

Amphibians
Only one wet (at the time of the habitat survey) waterbody was located onsite, a ditch along the northeastern boundary. Records of amphibians including great crested newt were returned within 2km and the creation of other neutral grassland and scrub will all provide increased opportunities for these species breeding, sheltering and foraging onsite.

While some species may be impacted by the change in use of the site from farmland this is considered to be minimal due to the extent of farmland habitat in the wider area.

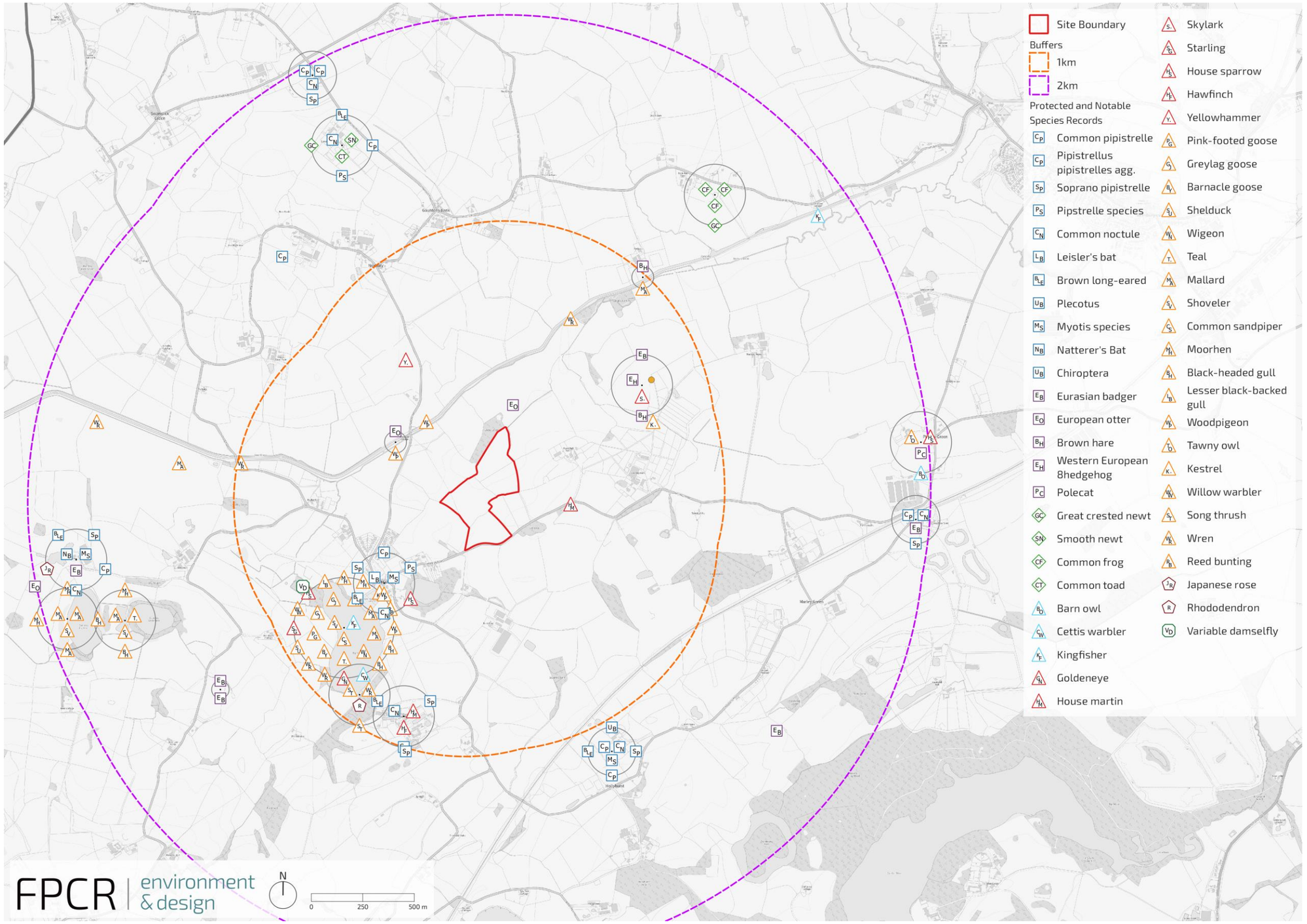
In the long term, once the created habitats have established, the project will have a positive impact on the majority of protected and notable species which have been recorded in the area. Enhancements of habitats and species diversity will positively influence protected species, providing more shelter within the scrub areas and transitional habitats. Furthermore, varied flora species will enhance foraging opportunities for protected species.

Biological Records Plan – Designated Sites (BI-F01)



Ref	Name
1	Shropshire Union Canal (Burland to Marbury) LWS
2	Marley Little Mere LWS
3	Marbury Big Mere LWS
4	Marley Moss LWS
5	Midland Meres and Mosses Phase 1 & Quoisley Meres SSSI
6	Midland Meres and Mosses Phase 2 & Oss Mere SSSI
7	Brown Moss SAC and Midland Meres and Mosses Phase 1
8	Fenn's, Whixall, Bettisfield, Wem and Cadney Mosses SAC
9	Midland Meres and Mosses Phase 2

Biological Records Plan –Species (BI-F02)



Baseline Habitats Survey

Ecologist responsible for baseline surveys (BI-T03)	
Name or Initials	Daisy Smith
Organisation	FPCR Environment and Design Ltd
Survey Date	30th April 2025

Statement of Competency

Daisy Smith is a field botanist with five years of experience in habitat surveying. She currently holds a BSBI FISC level 4, with experience surveying a range of habitat types including woodlands, grasslands and watercourses. She is experienced in using mapping software (QGIS and QField) and the Statutory Biodiversity Metric, she is also accredited as a River Condition Assessment MorPH field surveyor. She has attended several training courses in habitat surveying including with the Species Recovery Trust (Habitat Indicator Species) and the Field Studies Council (Aquatic Plants).

Survey conditions and limitations

Habitats were recorded broadly following the UKHab classification system and assessed for their condition using methodology as detailed within the Statutory Metric Technical Annexes, which was the latest version at the time of the survey. Habitat conditions during this survey were dry, bright and sunny.

For the grassland habitats the survey was supplemented by recording the plant species present within a series of 1m x 1m quadrats, which were used to inform the habitat classification selected and the corresponding condition assessment undertaken. Quadrats were placed within what were visually considered to be stands of homogenous vegetation where the vegetation was considered to potentially be representative of a distinct community type.

The UKHab habitat baseline map has been reproduced from detailed field notes and informed by aerial imagery, OS mapping and site maps provided by the client. The accuracy of this figure is therefore ultimately guided by the accuracy of these sources and can only be relied upon to a certain degree of resolution.

No adverse conditions were present during the survey that would have affected the results of the survey.

Habitat Degradation

Are there any signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020? (BI-B05)

There are no signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020.

If habitats have been purposefully degraded, provide details of how this has been accounted for (BI-B06)

N/A

Baseline Habitat Descriptions and Condition

Use the following tables to provide details of the relevant baseline habitats information. Provide a concise overview of the justification for the condition chosen for each parcel(s) in the appropriate column.

Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
F1-F3	Cereal crops – c1c	No	No	The vast majority of the site was comprised of three fields planted with a cereal crop. This habitat type has no assessment.	Condition Assessment N/A	7.6413
G1	Modified grassland – g4	No	No	Grassland G1 is a gently sloping modified grassland field located in the northeastern corner of the Site, that was previously managed as pasture for dairy cows. The sward featured a high cover of grasses including meadow foxtail, perennial rye grass, creeping bent, Yorkshire fog, crested dog's tail, and soft brome. Herbaceous diversity was generally poor, with few forbs recorded and generally limited to undesirable species including creeping buttercup, creeping thistle, and nettle, with the exception of low frequencies of dandelion, common mouse-ear, field horsetail and cleavers. Several low-lying areas in the centre to northern half of the field have been dug out as wader scrapes although no water was present at the time of survey. While this area soft rush was scattered throughout however it was not considered abundant and was therefore mapped as part of the wider grassland rather than as *Holcus-Juncus* neutral grassland community. In these damper areas cuckoo flower and meadow buttercup was noted at low frequencies with an increased cover of creeping bent and some locally frequent reed canary grass. **Condition Assessment (CA) Criteria Results:** A – Fail, B – Fail, C – Pass, D – Pass, E – Pass, F – Pass, G - Pass	Poor	2.4949
G2	Other neutral grassland – g3c	No	No	Along the eastern edge of field F3 was a small, fenced area with a dry ditch / potential relict pond that held no visible water at the time of survey. A pond sedge was abundant throughout, with frequent rosebay willowherb, locally frequent enchanter's-nightshade and nettle, occasional cleaver, locally occasional meadowsweet and rarely raspberry. A small, young ash tree was also noted in this habitat. This habitat did not meet the definition of a fen or wetland habitat type and was therefore classified as other neutral grassland. **CA Criteria Results:** A – Fail, B – Fail, C – Fail, D – Pass, E – Pass, F – Fail	Poor	0.0595
T1-3	Individual trees - 200	No	No	Two large and one very large mature pedunculate oak trees were located within grassland G3. **CA Criteria Results:** A – Pass, B – Pass, C – Pass, D – Pass, E – Pass, F – Pass	Good	0.1497
T4	Individual trees - 200	No	No	T4 was a single small ash tree located within G2. **CA Criteria Results:** A – Pass, B – Pass, C – Fail, D – Pass, E – Fail, F – Pass	Moderate	0.0041

Hedgerows (BI-T05)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Length (km)
H1	Native hedgerow - h2a	No	Yes	Hedgerow H1 followed along the southern boundary of field F2, adjacent to Wrenbury Road. The height of the field and the adjacent road varied along its length, with the hedgerow also fluctuating in height; in some areas the top of the hedgerow was in line with the ground level of the field. Species recorded included hawthorn, holly, field maple, blackthorn, oak, hazel, sycamore and bramble although only 3.7 species were averaged in each 30m survey section. Dog's mercury, greater stitchwort, nettle and cleavers were noted in the ground flora. Two young standards of field maple and oak were also recorded. **CA Criteria Results:** A1 – Pass, A2 – Pass, B1 – Pass, B2 – Fail, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.235
H2	Native hedgerow – h2a	No	Yes	Hedgerow H2 runs along the eastern boundary of field F2. Species comprised blackthorn, sycamore, a prunus, hawthorn, elder, oak, hazel holly and dog rose. Two mature oak standards were present along its length. Ground flora noted included dog's mercury, nettle, cleavers and ivy. **CA Criteria Results:** A1 – Pass, A2 – Pass, B1 – Pass, B2 – Fail, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.166
H3	Native hedgerow – h2a	No	Yes	Hedgerow H3 followed along the western boundary of field F2. It was generally short in height along its length and dominated by hawthorn, with a single young sycamore standard. The placement of a wooden horse jump has resulted in a large gap in the hedgerow. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Poor	0.114
H4	Native hedgerow – h2a	No	Yes	Hedgerow H4 passes between field F2 and F1, featuring abundant hawthorn with holly, hazel and a pedunculate oak young standard. **CA Criteria Results:** A1 – Pass, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Pass, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.124
H5	Native hedgerow – h2a	No	Yes	Hedgerow H5 runs northwards between F1 and F3. It was comprised of hawthorn, elder, field maple, blackthorn, and hazel with a single large, mature, pedunculate oak standard. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Poor	0.111
H6	Native hedgerow – h2a	No	Yes	Hedgerow H6 passes between grassland G1 and field F1 and was largely comprised of hawthorn with elder and a prunus recorded rarely. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Pass, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.194
H7	Native hedgerow – h2a	No	Yes	Hedgerow H7 is a short stretch of tall hedgerow shrubs, with nettle and ivy below. **CA Criteria Results:** A1 – Pass, A2 – Pass, B1 – Fail, B2 – Pass, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – N/A, E2 – N/A	Good	0.039

H8	Native hedgerow – h2a	No	Yes	Hedgerow H8 runs along the northern boundary of field F1, with elder, hazel and hawthorn and a mature pedunculate oak and ash standard. **CA Criteria Results:** A1 – Pass, A2 – Pass, B1 – Fail, B2 – Fail, C1 – Fail, C2 – Fail, D1 - Pass, D2 – Pass, E1 – Fail, E2 – Pass	Poor	0.213
H9	Native hedgerow – h2a	No	Yes	Hedgerow H9 passes along the western field edge of F1. Species recorded included abundant hawthorn with elder, holly, blackthorn, and hazel also noted. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Pass, C1 – Fail, C2 – Fail, D1 -Pass, D2 – Pass, E1 – Fail, E2 - Pass	Poor	0.191
H10	Native hedgerow – h2a	No	Yes	Hedgerow H10 follows the southern boundary of F3, connecting on the western end to H13 and H5. Blackthorn was recorded frequently with hawthorn and holly also noted alongside two mature oak standards and a young ash standard. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.108
H11	Native hedgerow – h2a	No	Yes	Hedgerow H11 continues along the eastern boundary of field F1 with G1 to the east. The southern section was short, with a large gap and then a section of taller vegetation to the north. Hawthorn and blackthorn were frequent with hazel recorded rarely. A single mature pedunculate oak was also recorded. **CA Criteria Results:** A1 – Pass, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.041
H12	Native hedgerow – h2a	No	Yes	Hedgerow H12 was located in the northwestern field edge of G1, where it joined the intersection between H8 and H11. It was partially managed, with blackthorn recorded as abundant, frequent hazel and rarely elder. **CA Criteria Results:** A1 – Pass, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – Fail, E2 - Pass	Good	0.056
H13	Native hedgerow – h2a	No	Yes	Hedgerow H13 was located in the southeastern boundary of field F1. Species recorded include hawthorn, hazel, blackthorn, holly and a mature pedunculate oak standard. **CA Criteria Results:** A1 – Fail, A2 – Fail, B1 – Pass, B2 – Fail, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – Fail, E2 - Pass	Moderate	0.102
H14	Native hedgerow – h2a	No	Yes	Hedgerow H14 continues along the boundary of G1 and connects to H7; it is the same length of hedgerow but managed differently. **CA Criteria Results:** A1 – Pas, A2 – Fail, B1 – Pass, B2 – Pass, C1 – Pass, C2 – Fail, D1 - Pass, D2 – Pass, E1 – N/A, E2 – N/A	Good	0.033

Watercourses (BI-T06)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and condition justification	Condition	Length (km)
D1	Other standing water – r1g	No	No	Ditch D1 follows along the northern boundary of grassland G1, it was shallow and dry in patches before drying completely at western extent. The watercourse had a high cover of algae, with common duckweed, enchanter's nightshade and a bur reed noted in the channel. Reed canary grass, meadowsweet and soft rush were recorded at the margins with common nettle and bramble frequent along the bank sides. **CA Criteria Results:** A – Fail, B – Fail, C – Fail, D – Fail, E – Pass, F – Fail, G - Pass, H - Pass	Poor	0.203

Priority and Irreplaceable Habitats

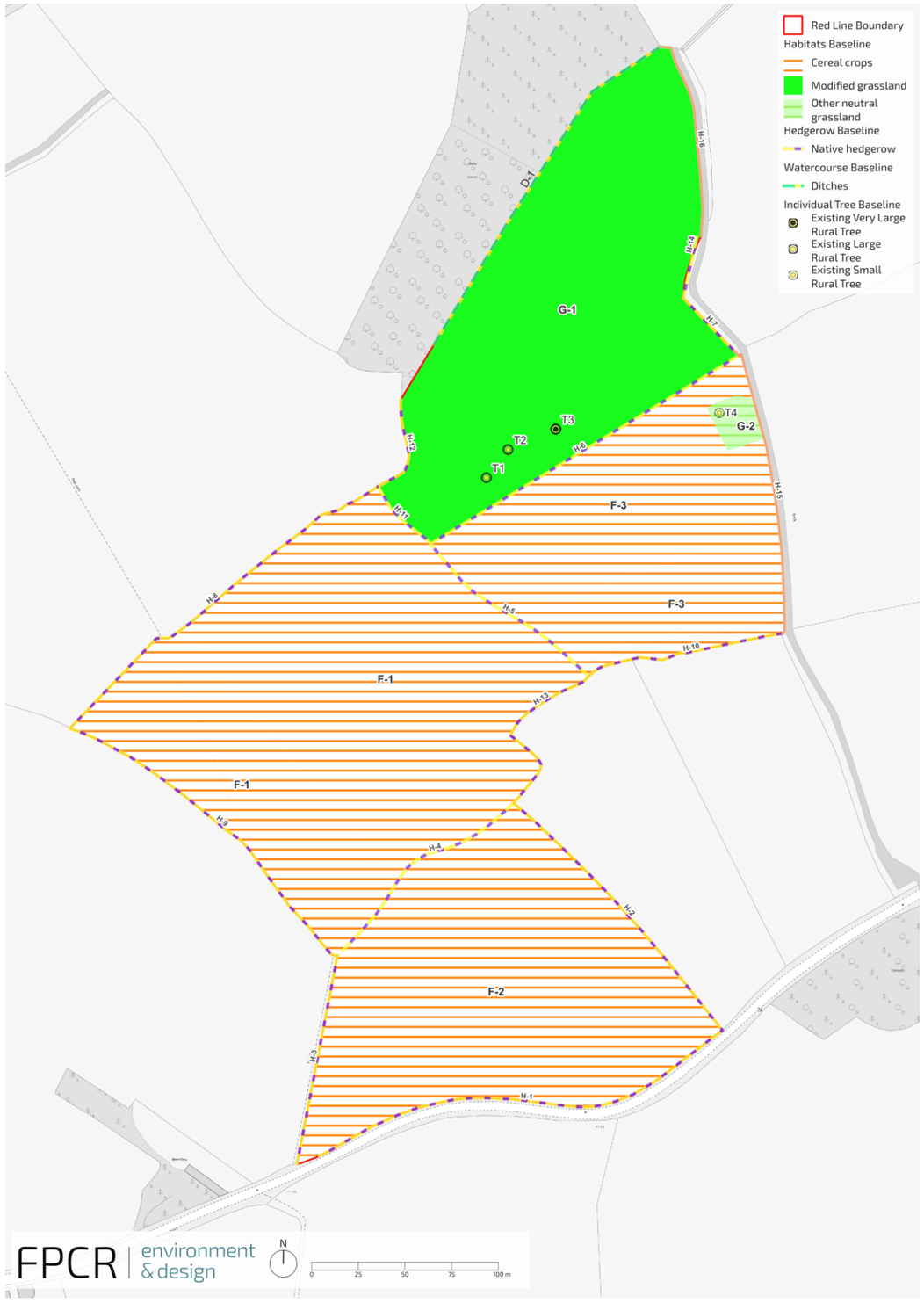
Summary of Priority and Irreplaceable Habitats (BI-B07)

The hedgerows within the Site are identified as priority habitats (i.e. a habitat of principal importance for biodiversity conservation), as they provide key habitat for a broad range of protected and notable species.

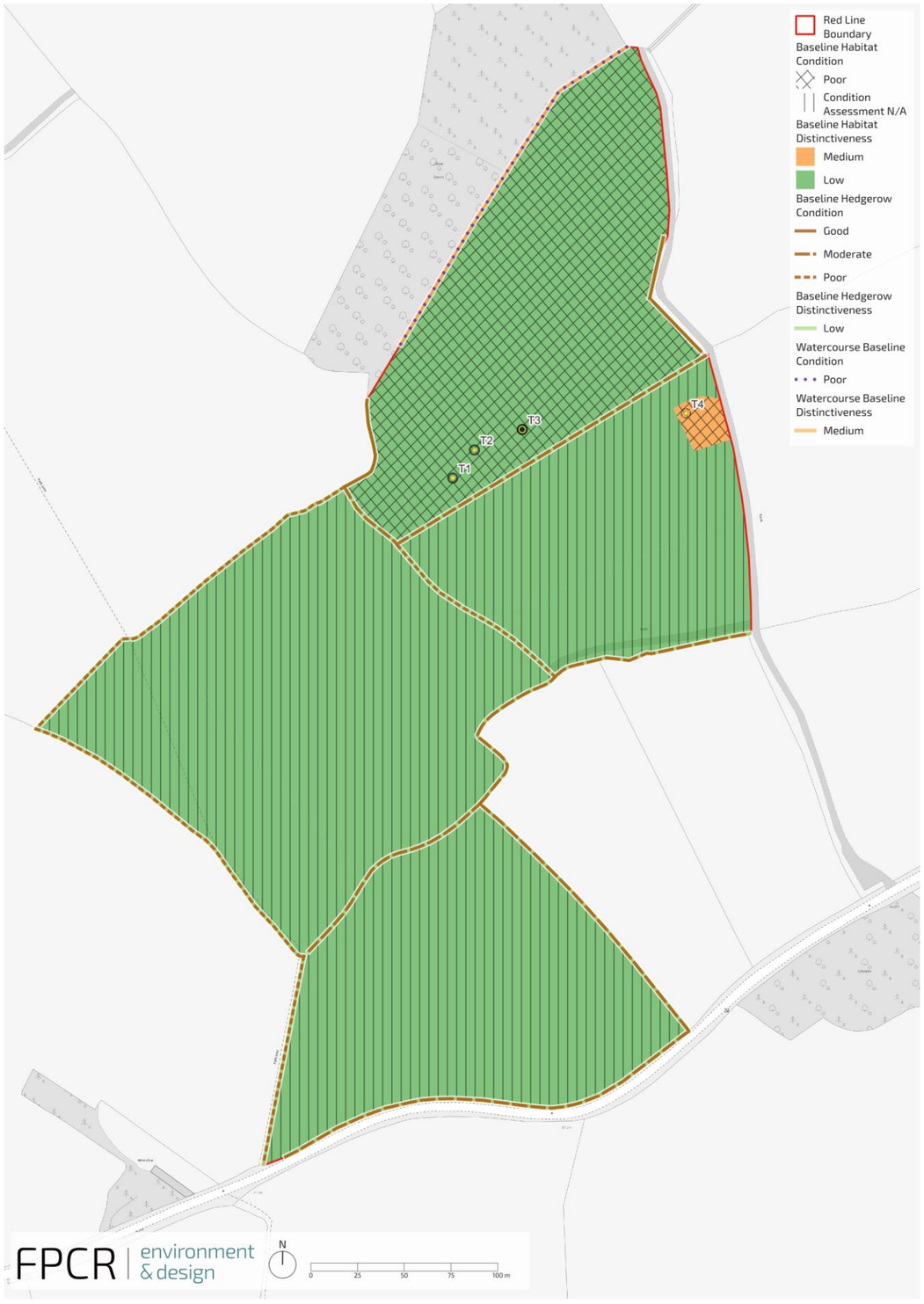
Potential Constraints and Opportunities for Project (BI-B08)

The proposals will enhance the hedgerows as priority habitat opportunities onsite.

Baseline Habitats Plan (BI-F02)



Baseline Distinctiveness and Condition Plan (BI-F03)



Baseline Habitats Photos (BI-F04)









Land Tenure and Public Access

Relevant Land Tenure Information (EI-B01)

All land within the site boundary is owned by Wild Capital Ltd.

Potential Impact to Scheme (EI-B02)

All management prescriptions detailed within this plan will be the responsibility of the landowner and the land manager. As such, there are no constraints on completing the management prescriptions in relation to land tenure.

Public Access Information (EI-B03)

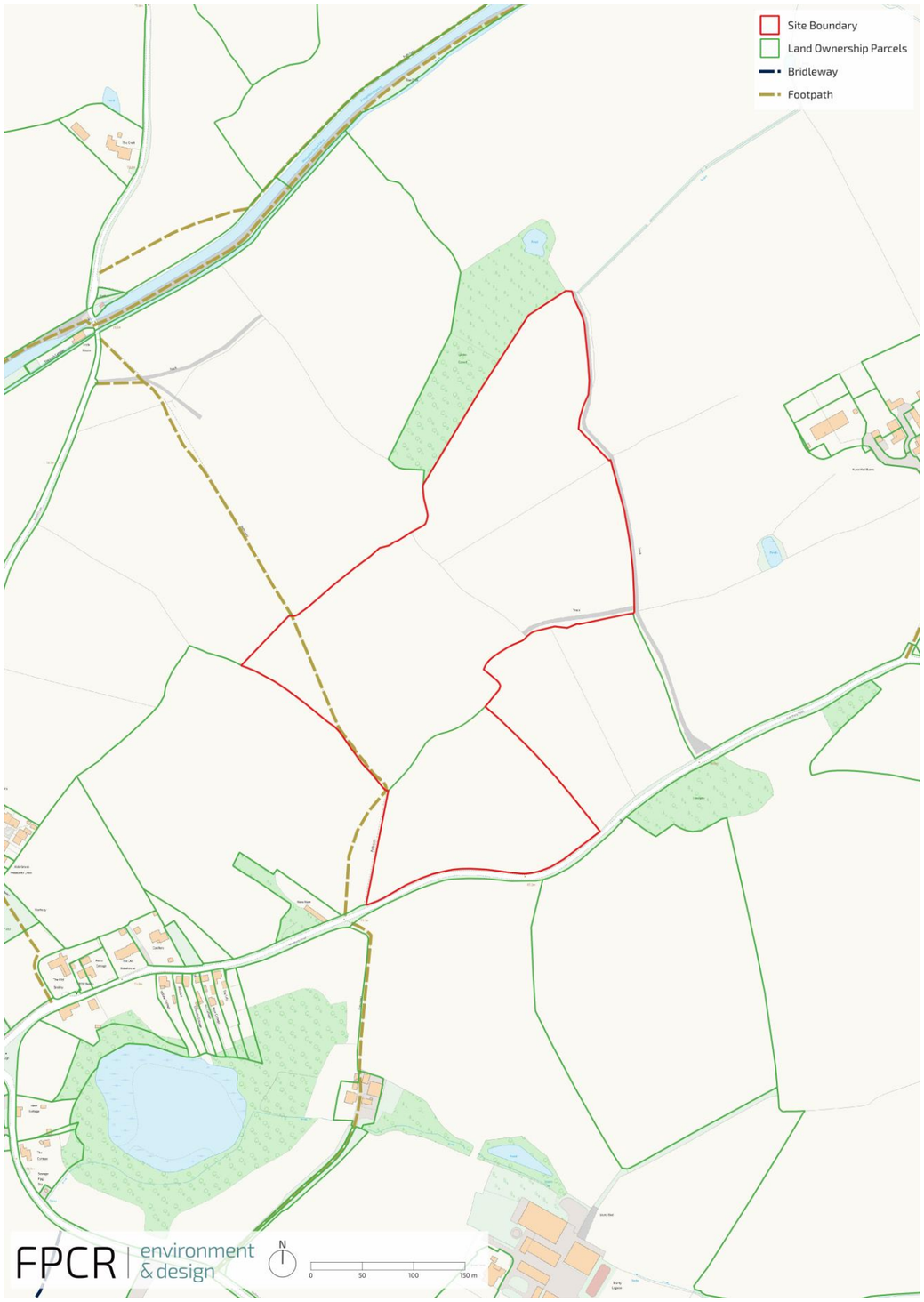
A public right of way (PRoW) runs adjacent to the western boundary before passing through the northwestern corner of Field F1. This will be maintained throughout the life of the project ensuring that the stiles are maintained and kept clear of vegetation. No fences or obstructions will be implemented, allowing the public to freely use the footpath.

Potential Impact to Scheme (EI-B04)

It is unlikely that the existing public right of way (public footpath) will have any significant impacts on the project. The scrub management plan will take into account public access which will be maintained throughout.

The public foot path currently has light usage, which will be monitored to ensure no negative impacts on habitat targets throughout the project's lifecycle.

Land Tenure and Public Access Plan (EI-F01)



Climate

Current Climate Information (EI-T01)	
Nearest weather station details	Shawbury
Days of rain per year	131.62 days
Average annual rainfall mm	682.53 mm
Average temperature °C	Max 13.91°C and Min 5.73°C
Highest temperature – Month and temperature °C	July 21.13°C
Lowest temperature – Month and temperature °C	January 1.15°C
Average annual hours of sunshine	1487.79 hours
Sunniest month and average hours of sunshine	May - 194.85 hours
Average number of days with air frost	55.11 days
Frostiest month and number of days	January - 11.57 days

Potential impact of current climate on project (EI-B05)

The climate is typical of the Midlands, with slightly more air frost days and average annual rainfall than the district averages and so species mixes selected for planting and/or seeding should be appropriate for this climate, with frost resistant perennial species that are tolerant of seasonal variations in soil moisture. This will be easily achievable for the habitats proposed.

The UK's climate projections indicate increased winter rainfall in most parts of the country and drier summers. Rainfall measurements will fluctuate from year to year, making projections challenging.

Potential Impact of Climate Change on Proposals (EI-B06)

Climate change is projected to warm all areas of the UK, resulting in drier, warmer summers and milder, wetter winters, which are already being observed. The UK's climate projections indicate increased winter rainfall in most parts of the country. However, rainfall measurements will fluctuate from year to year, making projections challenging.

Drier conditions will favour stress-tolerant and ruderal species. Higher spring soil moisture levels, combined with higher spring temperatures, may favour more competitive species, impacting less tolerant species and reducing botanical diversity. Consideration has been given to;

- Creating a more resilient system by combining various habitat types and natural elements, mimicking natural ecosystems.
- Seeding the grassland with a variety of species adapted to varying degrees of soil moisture will allow the site to remain resilient to climate change by encouraging a more diverse seed bank within the soils. This will allow flexibility in the sward to allow species to establish based on the soil moisture regime dominating the site.
- Selecting more drought-tolerant species in woodland planting, assessing the ecological role of a near-native, naturalised species, and considering accepting as a component of semi-natural woodland, e.g., sycamore *Acer pseudoplanatus*
- Tree planting with a variety of species tolerant of different soil moisture regimes.
- Selecting more drought-tolerant fruit trees and varieties with lower dormancy requirements.

Adaptive responses to management include but are not limited to;

- Flexibility in site management, such as varying the timing of hay cuts, to respond to increased variation in seasonal growing conditions.
- Increasing the grassland's structural heterogeneity by varying management's type and timing. or increasing the woodlands' age structure and structural heterogeneity and increasing decaying wood's proportion and diversity to build resilience in the woodland habitat.
- Increase the age structure and variety of species within the orchard through management and replanting
- Monitoring and ensuring the control of invasive species, including previously unknown species as they occur.
- Reducing other pressures such as human, pollutants and deer pressures.
- Threats posed by climate change, such as introducing new pests and diseases, must be carefully assessed, and any changes to management objectives will be discussed with the responsible body first.
- Reflect management changes and potential changes in native tree composition in management objectives

As full impacts are unknown at the time of writing, the plan will be implemented using an adaptive management approach. This approach allows the scope to introduce new management responses to achieve the same objectives. For instance, this may involve changing the timing of a hay cut to reflect earlier plant growth and flowering.

Geology and Topography

Geological Information (EI-B07)

The site sits on the Wilkesley Halite Member – Halite-Stone and Mudstone, a bedrock formed during the Carnian Age.

Within the project boundary four superficial deposits are present: Alluvium (Clay, silt, sand and gravel), Glaciofluvial Deposits – Devensian (Sand and Gravel), Glaciofluvial Sheet Deposits – Devensian (Sand and Gravel), and Till – Devensian (Diamicton). These are sedimentary superficial deposits, which are material deposited by a glacier, a river or stream.

Potential Impact to Scheme (EI-B08)

Bedrock types across the Site are typical of those throughout the region and are unlikely to have any negative impacts on the proposals.

Topography (EI-B09)

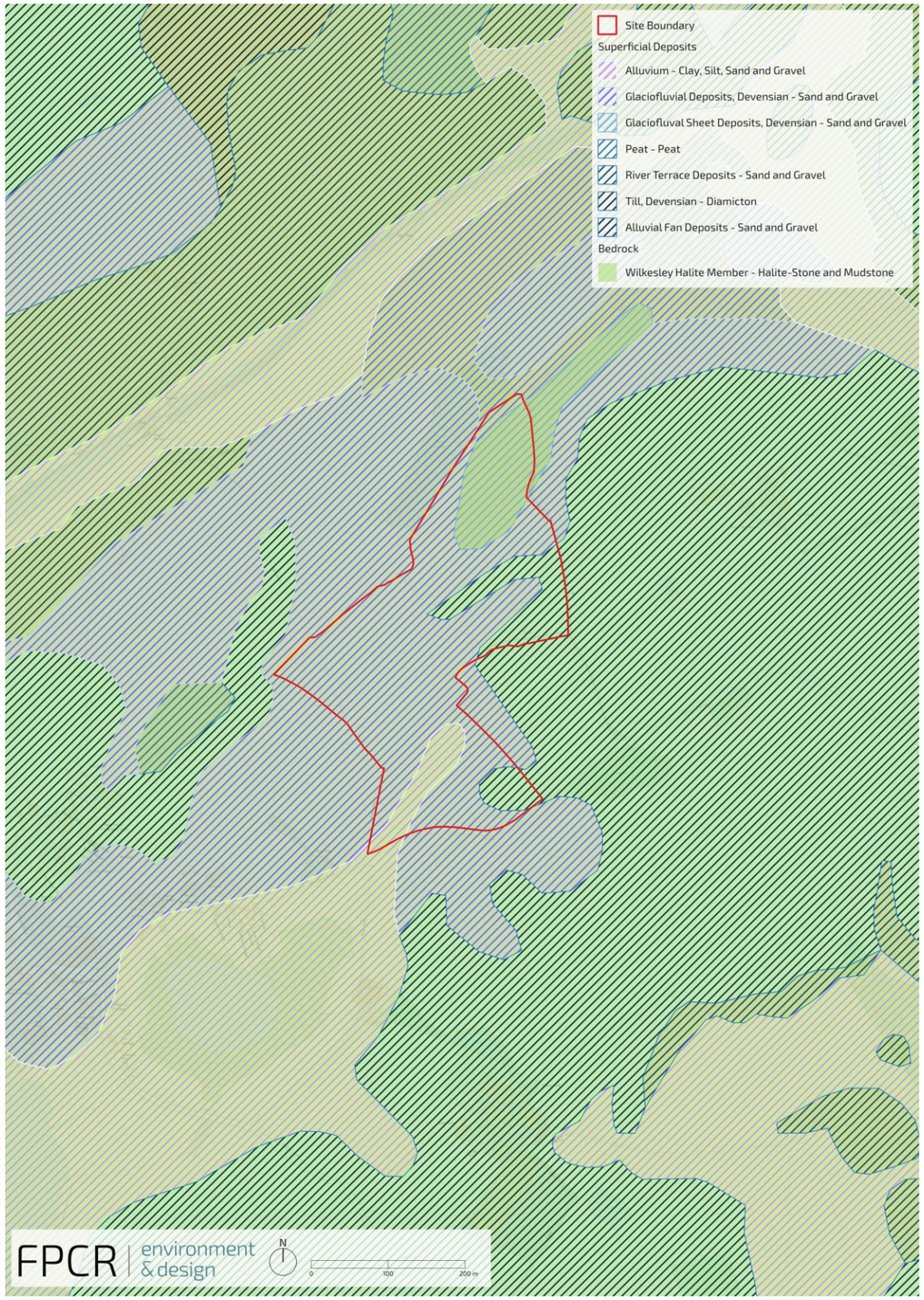
The site is at 85m above sea level at its highest point. Field F1 slopes gently down to its southeastern corner, with a steeper although still relatively gentle gradient to the northeastern field corner. Field F2 slopes to the northwest before levelling out on its western and northwestern edges. Field F3 slopes gently down to the north, towards grassland G2 and ditch D1 where the ground levels out entirely. The topography of the site will remain the same.

Potential Impact to Scheme (EI-B10)

The proposed habitats and the topography of the Site are both representative of the general area. There is potential for water-pooling and therefore damper soil conditions in the lower lying areas of field F2, although at the time of survey no evidence was present, and also in grassland G1, where there is already evidence of damper conditions with a higher composition of damp-associated species such as rushes, reed canary grass and cuckooflower. Therefore, species in these areas will need to be tolerant of damper conditions to ensure success of habitat creation in these areas. The creation of scrub in field F2 has the potential to slow drainage in this area from the increased vegetation cover reducing run off.

There is also potential for increased damp conditions and subsequently frost pockets that could negatively impact the fruit trees in the lower lying areas of Field F1 where traditional orchard is to be created. However, as the orchards are to be created and managed for their biodiversity value rather than for their commercial fruit-producing value, reduced yield or crop failures are not an issue and have not been considered further. T

Geology and Topography Plan (EI-F02)



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Agricultural Land Status

Agricultural Land Status (EI-B11)

The entirety of the site is identified as Grade 3 (Good to Moderate Land) based on the Agricultural Land Classification (provisional) maps. Grade 3 is classed as:

'Land with moderate limitations that affect the choice of crops, timing and type of cultivation, harvesting or the level of yield. Where more demanding crops are grown yields are generally lower or more variable than on land in grades 1 and 2.' (Natural England, 2024).

Although the site is likely Grade 3, publicly accessible maps do not accurately assess individual fields or sites, and provisional ALC grades do not split the grades into the two subsets 3a (Good) and 3b (Moderate). Therefore, we are unable to determine whether the site is classified as Best and Most Versatile (BMV) (ALC grades 1 to 3a). However, due to the nature of the proposals and the project scale, a new detailed survey is not thought to be necessary.

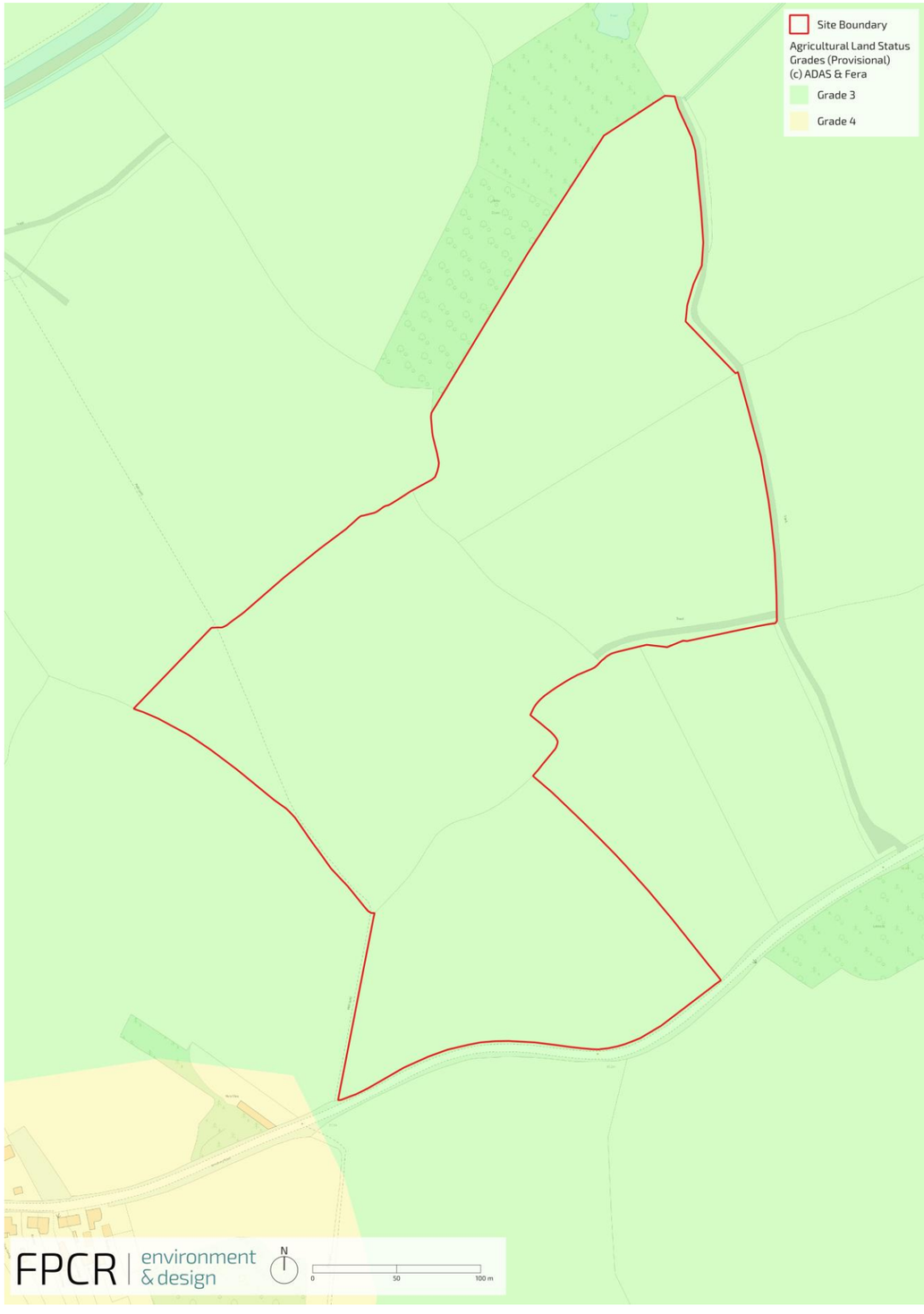
Potential Impact on Project (EI-B12)

Land classified as Best and Most Versatile (BMV) is the most highly valued for agricultural production. While it is crucial to protect BMV land for food security, there are also possibilities for enhancing biodiversity through habitat creation in these areas.

The scheme's proposals involve converting the land from cropland to grassland, scrub, and traditional orchard, unlikely to lead to significant permanent loss of BMV agricultural land. Furthermore, the scheme will help protect and enhance the landscape by increasing biodiversity and improving and protecting the soils, an important natural capital asset providing important ecosystem services.

The proposal does not result in losing 20ha or more of BMV land, so consultation with Natural England is not thought to be required.

Agricultural Land Status Plan (EI-F03)



Soils and Substrates (EI-T02)

Parcel Refs	Soil	Phosphorous (P) Index
Grassland G1 (5 West)	Topsoil	2.1
	Subsoil	N/A
Grassland G1 (5 East)	Topsoil	2.1
	Subsoil	N/A
Arable field F1 (4 North)	Topsoil	4.9
	Subsoil	3.6
Arable field F1 (4 South)	Topsoil	5.5
	Subsoil	5.3
Arable field F2 (1 North)	Topsoil	5.3
	Subsoil	4.4
Arable field F2 (1 South)	Topsoil	4.8
	Subsoil	4.1
Arable field F3 (2 North)	Topsoil	3.3
	Subsoil	1.8
Arable field F3 (2 South)	Topsoil	5
	Subsoil	3.1

Summary of Soils Information (EI-B13)

The site west and northern tip of the site is comprised of freely draining slightly acid loamy soils, associated with neutral and acid pasture and deciduous woodlands, while the eastern side of the site is comprised of slightly acid loamy and clayey soils with impeded drainage, which is typically associated with pasture and woodland habitat types (Soilscapes, 2025).

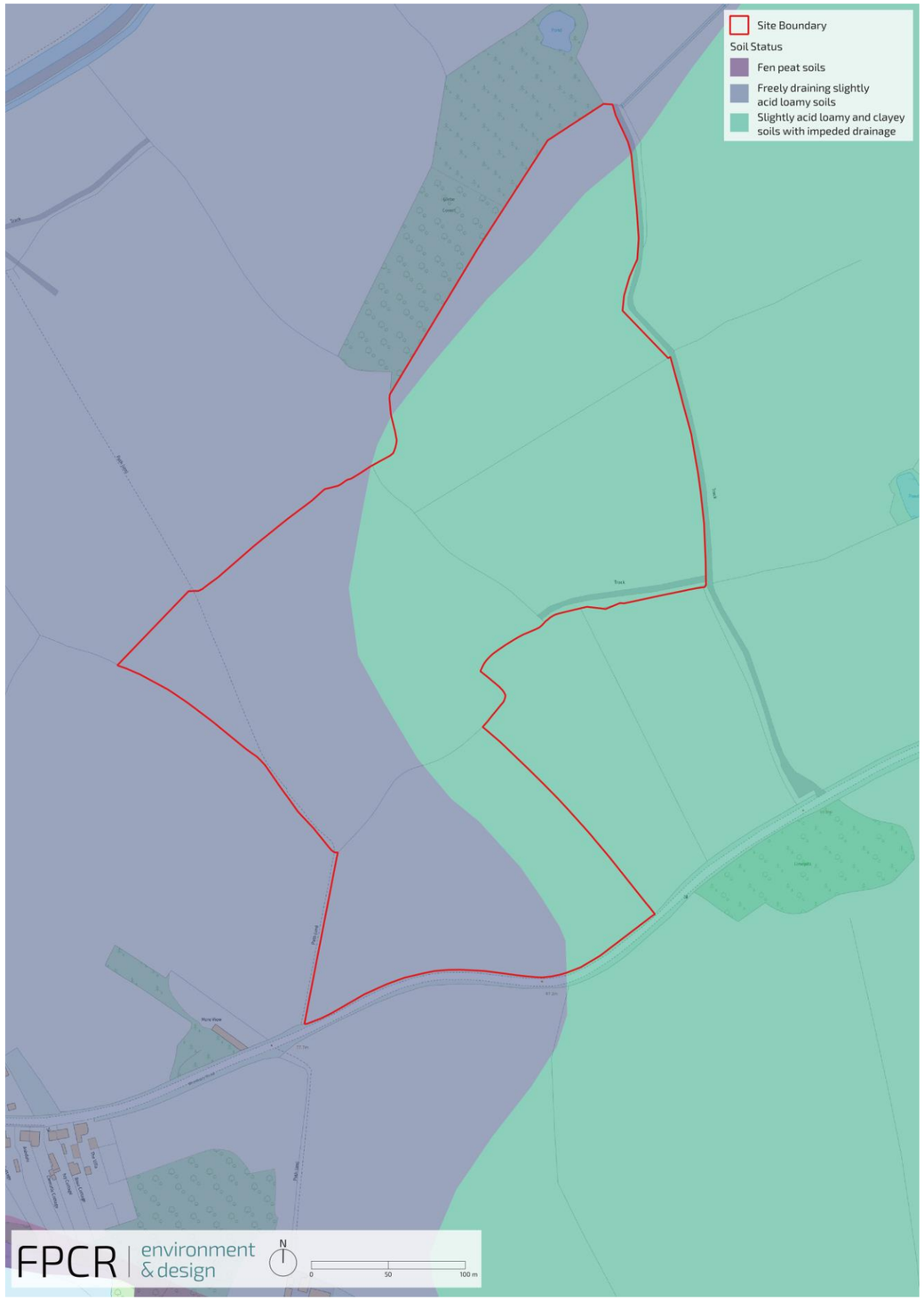
Soil testing was undertaken across the site to inform habitat creation proposals. Arable field compartments F1-F3 scored a Phosphorus index of over 3 (ranging from 3.3-5.5 within the topsoil and 1.8-5.3 in the subsoil), which is considered unsuitable for species rich grassland restoration. However, grassland compartment G1 scored an index of 2.1 which is within the appropriate range for grassland restoration (index 0-3), albeit requiring a degree of nutrient stripping to bring levels to a target index of ≤1.

Potential Impact on Project (EI-B14)

Based on current best-practice guidance, the optimal level of P to create a species-rich sward is thought to be an Index of 0-1 or less than 16mg/l, although Index of 2 has moderate suitability for species rich grassland creation. As such nutrient stripping is required of the arable fields and the grassland to bring levels to a target index of ≤1.

The soil types present across the Site are suitable for the proposals to enhance the grassland to species rich and create scrub and traditional orchard within the site. The change in land use will help to create more permeable soils by reducing the amount of compaction and surface water. Seed mixes and tree planting will provide a mix of species that are acclimated to seasonally wet conditions, and tolerable of a changing environment.

Soils and Substrate Plan (EI-F04)



Flood Risk Zones

Summary of Flood Risk Information (EI-B19)

The northeastern corner of the Site where ditch D1 enters sits within both Flood Risk Zone 2 and 3, passing into the surrounding grassland and offsite woodland, suggesting the site is within the floodplain of the ditch and the connected offsite drain, which is itself connected to Marbury Brook.

- Flood Risk Zone 2: Low probability of flooding with between a 0.1% and 1% chance of flooding from rivers in any year (1 in 100 – 1 in 1000 years); and
- Flood Risk Zone 3: High probability of flood with a greater than 1% chance of flooding from rivers in any one year (1 in 100 years).

Flooding can occur due to a sudden increase in water volume, often caused by prolonged rainfall, leading to water overflowing riverbanks and spilling onto adjacent low-lying areas, typically floodplains.

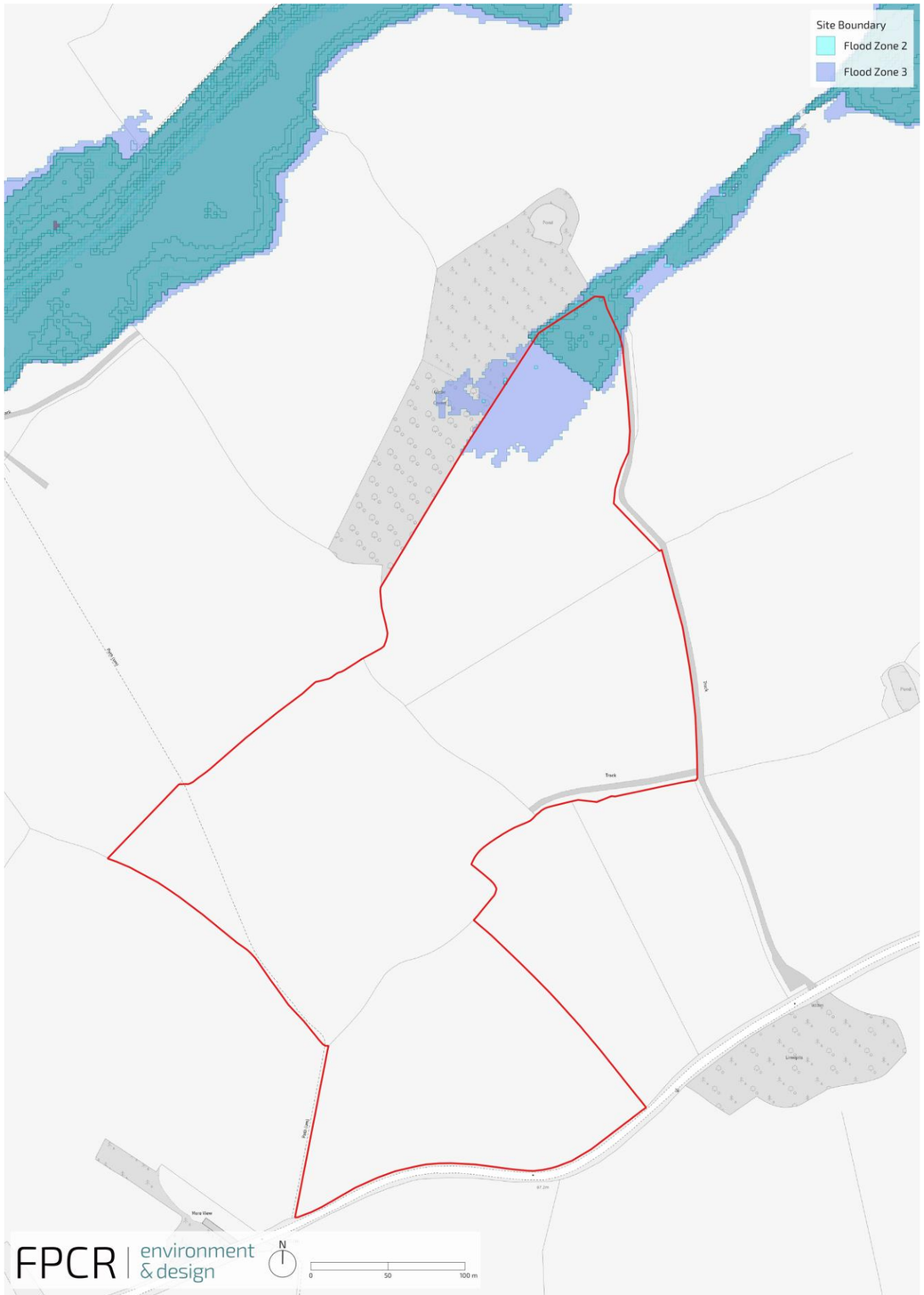
Potential Impact on Project (EI-B20)

Although flooding events are currently infrequent, this may increase due to climatic changes.

The majority of the Site is outside of any flood zones and uphill from the risk areas and therefore seed and planting mixes for grassland,scrub, hedgerow and orchard creation do not need to be flood resistant.

Grassland G1 already shows signs of damp conditions with a higher rush cover in the low-lying areas. The success of the grassland creation/enhancement may be dependent on weather conditions after sowing (where there may be a flood event). It will also require flexible and adaptive management after establishment. If monitoring demonstrates that flooding occurs regularly in the future due to the changing climate and increased extreme weather events, which impact the condition of the grassland, planting and/ or sowing flood-tolerant species will be considered.

Flood Risk Zone Plan (EI-F07)



Landscape Character and Designations

Summary of Landscape Character and Designations (EI-B21)

The site lies within the Shropshire, Cheshire and Staffordshire Plain National Character Area (NCA). The Statements of Environmental Opportunity (SEO) provided by Natural England include:

- *SEO 2*: Protect the landscape of the plain, recognising its importance to food production and incorporating well-maintained hedgerows, ponds and lowland grassland margins within agricultural systems, to secure resource protection and maintain productivity, while reducing fragmentation of semi-natural habitats to benefit a wide range of services, such as landscape character, sense of place, water quality and biodiversity.
- *SEO 3*: Manage and restore lowland heathland and ancient and plantation woodland, support partnerships to plan appropriately scaled new woodland cover, particularly where this will link and extend existing woodlands, restore and reinstate traditional orchards and increase biomass provision to mitigate the impact of climate change, where this will benefit biodiversity, landscape character and enhance the experiential qualities of the area.
- *SEO 4*: Protect and manage the nationally important geological sites and heritage features demonstrating how the interaction of natural and historical factors influenced the distinctive character of its landscape and settlement patterns, and help to promote greater understanding of the link between wildlife, heritage and geodiversity, particularly the importance of former extraction sites for both geodiversity and biodiversity.

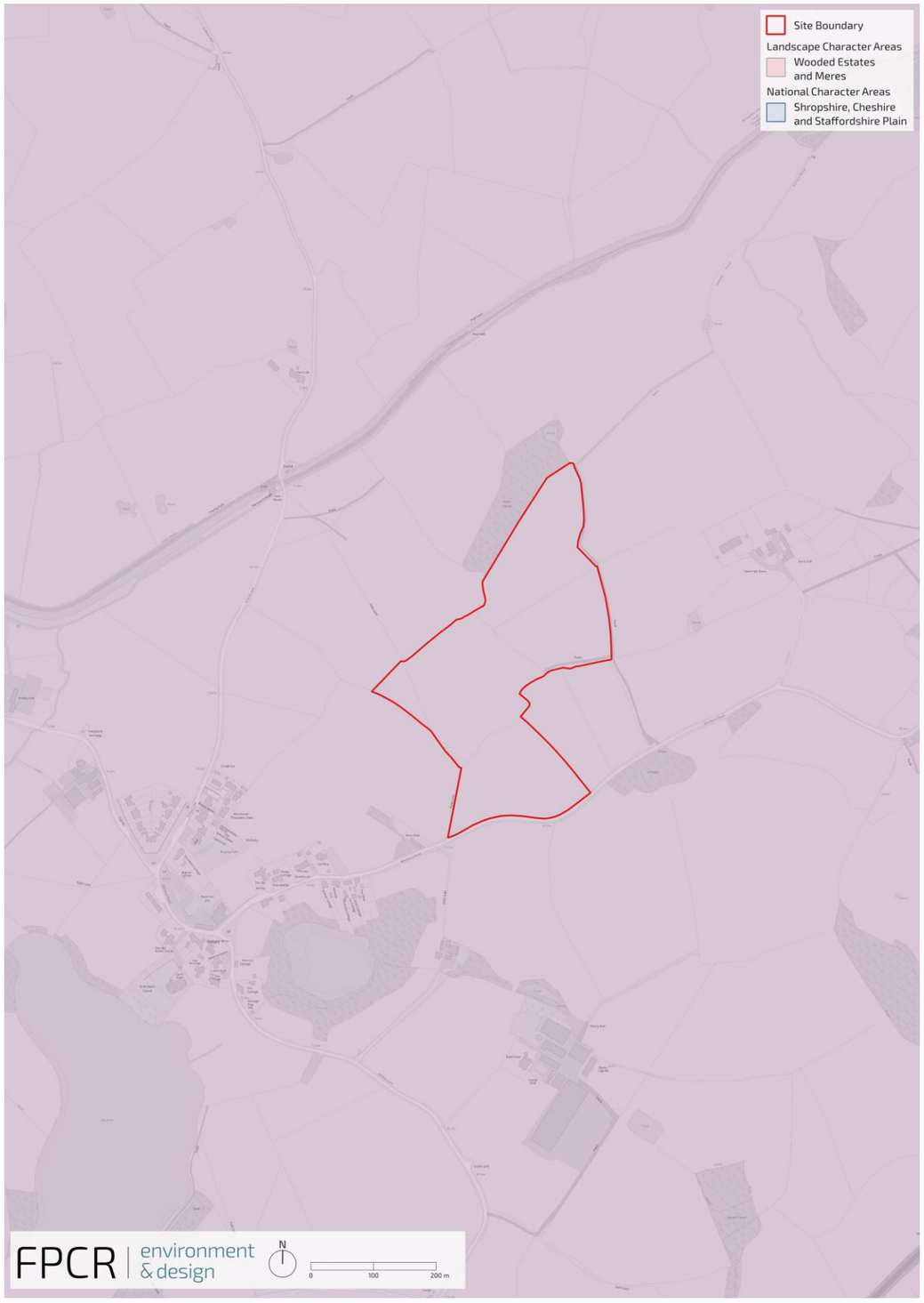
The Site also falls within the Guisborough Lowlands Broad Local Character Area (LCA). The landscape guidelines for this area encourages 'the manage and enhance valued semi-natural habitats, particularly the undesignated ponds, mosses, meres which are focal features of the landscape as well as woodland and unimproved grassland habitats. Seek to create linkages between habitats where possible to improve biodiversity resource within the landscape.'

Potential Impact on Project (EI-B21)

The project has been designed to harmonise with the Local Landscape Character and the NE's National Character Area. This is reflected in the proposed habitats, which include creating grassland habitat and reducing management intensity while planting native scrub and trees to diversify the site and provide more structural diversity without drastically impacting the landscape.

Project proposals are in line with the NCA's environmental opportunities by retaining and enhancing hedgerows, creating new traditional orchards, and improving linkages between semi-natural habitats to benefit wildlife. The proposals will help to increase the resilient habitat networks within the local agricultural landscape and will provide benefits to biodiversity whilst maintaining and contributing to the character of the area.

Landscape Character and Designations Plan (EI-F08)



Historic Environment and Earth Heritage

Summary of Historic Environment and Earth Heritage (EI-B22)

There are a number of listed buildings throughout the landscape surrounding the site area however none are located onsite.

Potential Impact on Project (EI-B23)

The project will not physically affect any listed building as these are all beyond the site boundary.

Historic Environment and Earth Heritage Plan (EI-F09)



3. Planned Management Activities

Management Plan Aims and Objectives PM-B01

Primary management objectives describe the overall ecological aims and outcomes of the project. The objectives are achieved by following the prescribed management prescriptions in this management plan. The management prescriptions will be adaptable throughout the life of the project, adjusted in response to changing conditions where necessary to achieve the objectives. The management objectives are directly connected to the habitat descriptions and condition assessments outlined in part 1 which underpin the Biodiversity Unit value of the Site. The management objectives are the deliverable outcomes which are monitored against in the monitoring plan.

The aim of this plan is to create a mosaic of habitats, including grassland, scrub, and traditional orchard, which will provide increased opportunities for wildlife within a well-connected landscape.

The proposals include a range of habitat enhancement measures undertaken across the site that generate a range of biodiversity units. These include measures to:

- Create areas of species-rich other neutral grassland;
- Create new native scrub habitat over existing arable fields, including large areas of mixed scrub managed to include glades, rides and clearings;
- Plant a new traditional orchard with associated grassland in place of arable fields, using a range of nut and fruit tree species;
- Plant native trees throughout the grassland at a density of 7 trees per hectare;
- Create new lengths of species rich native hedgerow with trees to connect existing hedgerows; and
- Enhance the existing hedgerow habitats across the site to improve native woody species diversity and structure by the addition of standard trees.

The plan will deliver these habitats to the agreed condition and timespan to satisfy the requirements of biodiversity net gain and provide the offsite units for development.

- Secondary objectives of this management plan are to aim for over-delivery and additionality by default, achieved by following the best available evidence for habitat establishment and management. Adaptable approaches to the management and monitoring plans should allow a higher standard than the management objectives dictate to be achieved within and beyond the agreement timescales.

Following the end of the 30-year management period the land will not be bought back in agricultural production.

Principles Informed by Design Stage

Design Principles Informed by Baseline Information PM-B02

The key principles that have guided the project design include landscape character, soil conditions, flood risk and climate. Each has been carefully considered at the design stage of the habitat creation proposals to ensure their feasibility and likelihood of success.

Landscape Character

The proposals were designed to harmonise with the site's landscape character.

Soils

The majority of soils on site contain moderate levels of phosphorus which is likely to result in vigorous growth of certain grass species and undesirable herbaceous vegetation. Where phosphorus levels are suboptimal, management measures such as topping and clearing the vegetation in the first year(s) will help to reduce to a level considered suitable for a species rich grassland.

The soils across the western extent and the northern edge of the site are free draining slightly acid loamy soils, while the majority of the site are slightly acid loamy and clayey soils with impeded drainage. Both are characteristic of pasture and woodlands. The grasslands will be enhanced and planted with tree species tolerant of damp conditions.

Flood Risk

The northeastern corner of the site is classified as Flood Risk Zone 2 and 3 while the rest of the site is a higher elevation and therefore less likely to flood. Therefore, habitat enhancement and creation in this area will focus on providing seed mixes and planting trees and shrubs that are tolerant of seasonal flood conditions.

Climate

To ensure that the habitat creation and enhancement measures remain resilient to climate change pressures, such as increased extreme weather events, varied planting mixes have been proposed for all habitats created and enhanced to encourage a diverse seedbed within newly created habitats. This will also allow communities to develop in ways appropriate to the conditions present on site and resilient to climatic pressures.

The newly introduced habitat areas are designed to evolve, becoming more complex and biodiverse ecosystems. This natural progression is supported by the area's alignment with the existing river corridor, which enables species migration and resource sharing between the old and new habitats.

Strategic Significance.

The Local Nature Recovery Strategy (LNRS) for Cheshire and Warrington, which identifies areas of strategic significance within the region, has been published in draft. The entirety of the Site is mapped under the LNRS Strategic Network as an Opportunity Area. The potential habitat interventions listed include potential to: create and enhance grasslands, specifically wildflower grasslands, create hedgerows to connect to existing ancient woodland sites, and finally to create more, bigger, better and joined up hedgerows.

Therefore, all habitat interventions proposed, are deemed to be of high strategic significance.

Habitat and Condition Targets PM-T01

This table presents a summary record of what you have agreed to deliver based on the biodiversity metric. These habitat condition targets form the basis of what the management plan is setting out to achieve. Include the relevant 'Area', 'Hedgerow', and 'Watercourse' types to be implemented and managed throughout the period of 30 years or more.

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Modified grassland	Other neutral grassland	G1	Poor	Good	10	Good condition will be targeted by achieving a pass in criteria A, B, C, D, E and F.	
Other neutral grassland	Other neutral grassland	G2	Poor	Good	10	Good condition will be targeted by achieving a pass in criteria A, B, C, D, E and F.	
Cereal crops	Other neutral grassland	F3	N/A	Good	10	Good condition will be targeted by achieving a pass in criteria A, B, C, D, E and F.	
Cereal crops	Traditional orchard	F3 and F1	N/A	Moderate	20	Moderate condition will be targeted by achieving a pass in criteria C, D, E, F, G, and H.	The requirements for standing deadwood and ancient/veteran trees within core criterion A & B will not be targeted in this young orchard habitat.
Cereal crops	Mixed scrub	F1 and F2	N/A	Good	10	Good condition will be targeting by achieving a pass in criteria A, B, C, D and E.	
N/A	Rural trees (to be planted)	N/A	N/A	Moderate	27	Moderate condition will be targeted by achieving a pass on criteria B-F, A and E will not be targeted	
N/A	Native species rich hedgerow with trees (to be planted)	N/A	N/A	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	
Native hedgerow	Native species rich hedgerow with trees	H1	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Underplanting with shrubs to fill gaps in the canopy (B2) and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H2	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H3	Poor	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and

							habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H4	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H5	Poor	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H6	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), and habitat creation on adjacent cropland will help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H7	Good	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Underplanting with shrubs to fill gaps in the hedge base (B1) and habitat creation on adjacent cropland will help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H8	Poor	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Underplanting with shrubs to fill gaps in the hedge base (B1), canopy (B2), and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H9	Poor	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H10	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will help

							reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H11	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a taller height (A1), wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H12	Good	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Habitat creation on adjacent areas of cropland will help reduce nutrient enrichment which will help pass C2.
Native hedgerow	Native species rich hedgerow with trees	H13	Moderate	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will help reduce nutrient enrichment which will additionally pass C2.
Native hedgerow	Native species rich hedgerow with trees	H14	Good	Good	10	Good condition will be targeted by achieving a pass on criteria A1-E2 with the exception of E1.	Management to encourage a wider width (A2).

Habitat Retention

Provide a concise description of the habitats that are to be retained in their baseline condition. Habitats being retained may still require ongoing measures to maintain their baseline condition.

Measures to be Implemented to Protect Retained Habitats PM-03

Several individual trees (T1-T4) are present onsite, which are proposed to be retained. All trees onsite will be managed according to arboricultural best practice to preserve and maximise their natural lifespan where required. Following their natural lifespan these trees will be retained as standing and fallen deadwood features as ecologically value features for wildlife.

Ditch on the northwestern boundary will be retained, with minimal management required to maintain current poor condition.

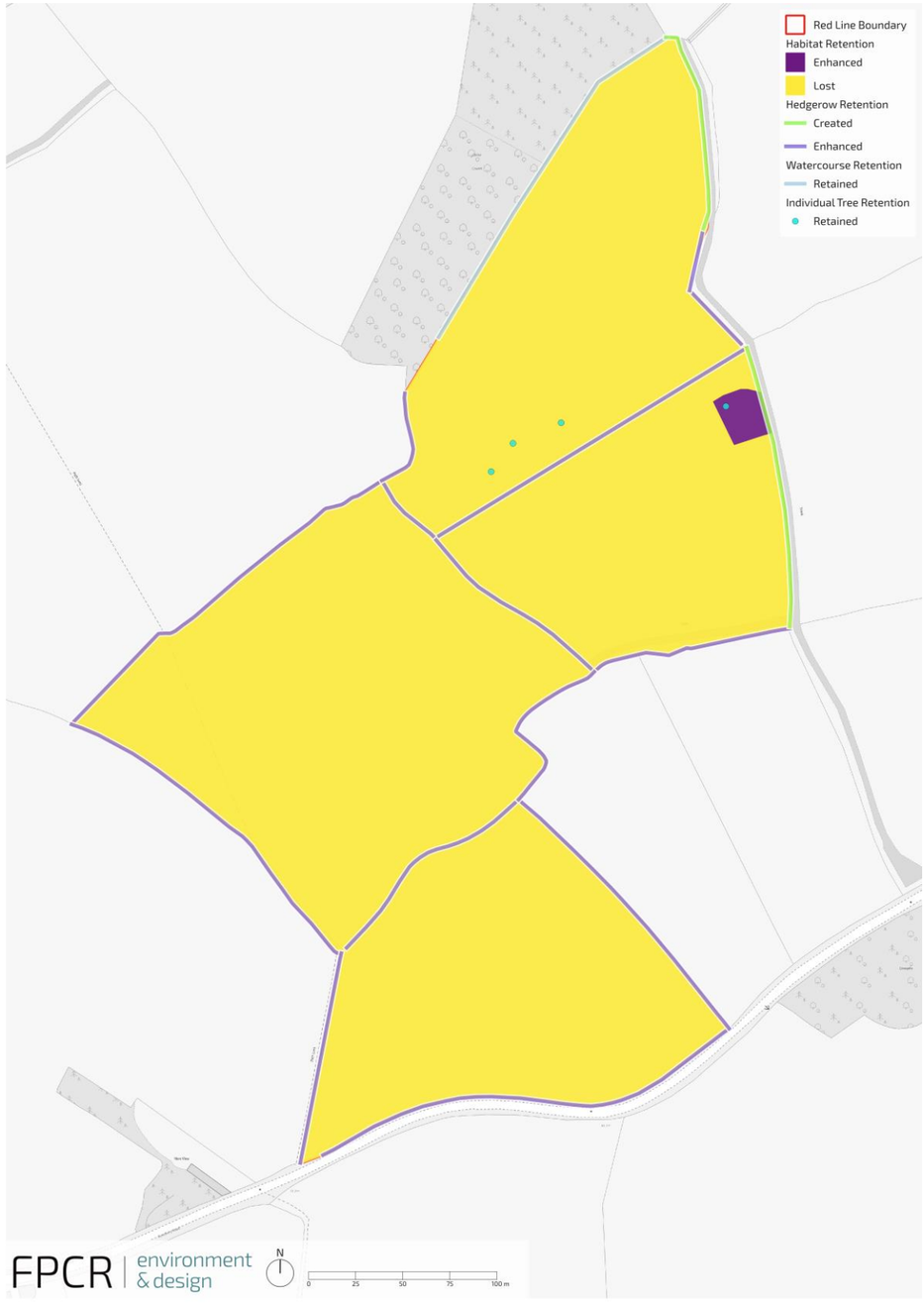
As the proposals are for habitat creation and management in order to create a habitat bank site, the risk of retained habitats being damaged intentionally or accidentally are relatively low. It is therefore not considered necessary nor appropriate to implement protective measures such as additional fencing around protective habitats. Indeed, additional fencing could be detrimental to the aims of this project by restricting movements of protected or notable species such as badgers.

Specification of Protective Measures to be Used PM-04

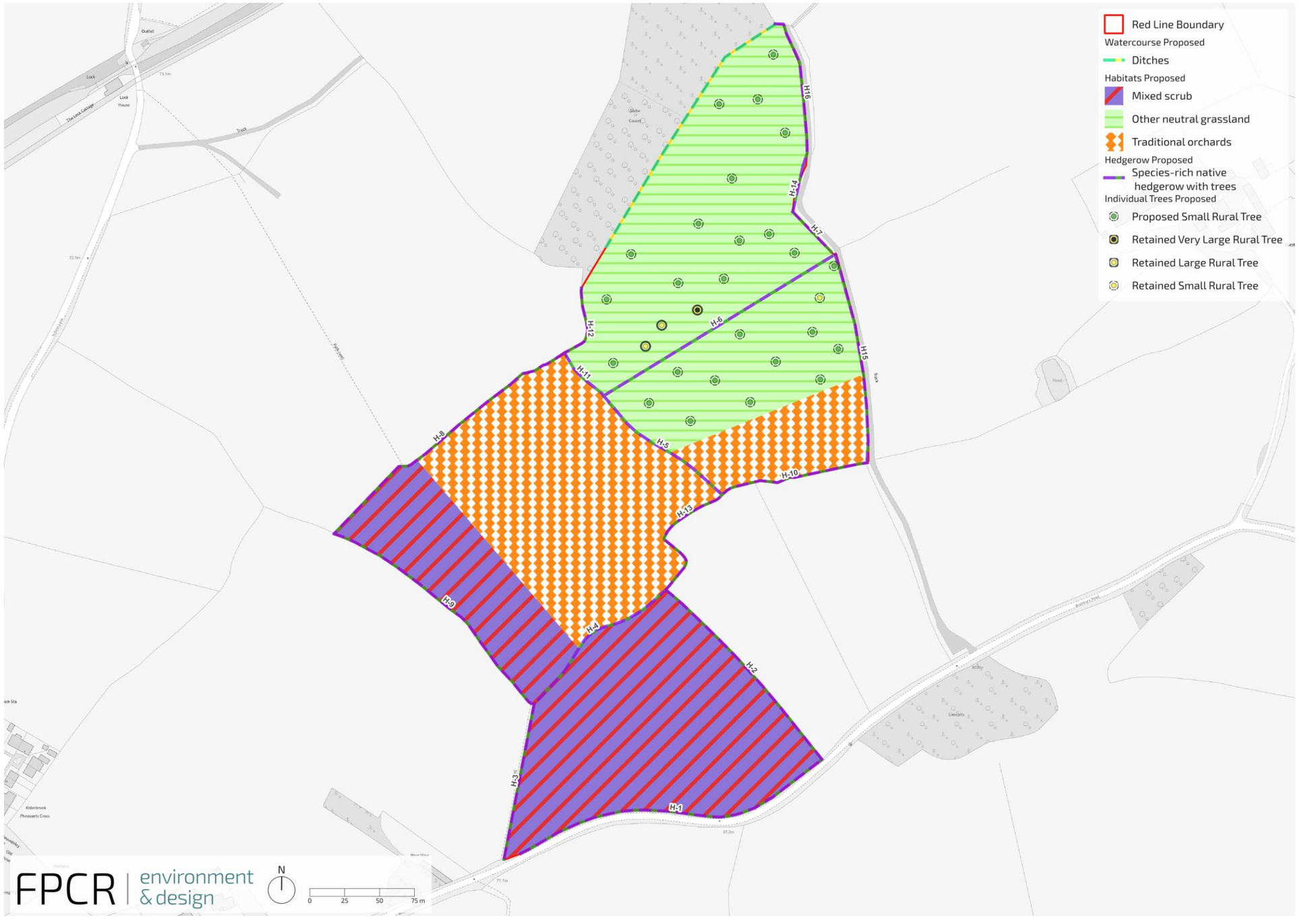
N/A

Habitat Retention Plan PM-F01

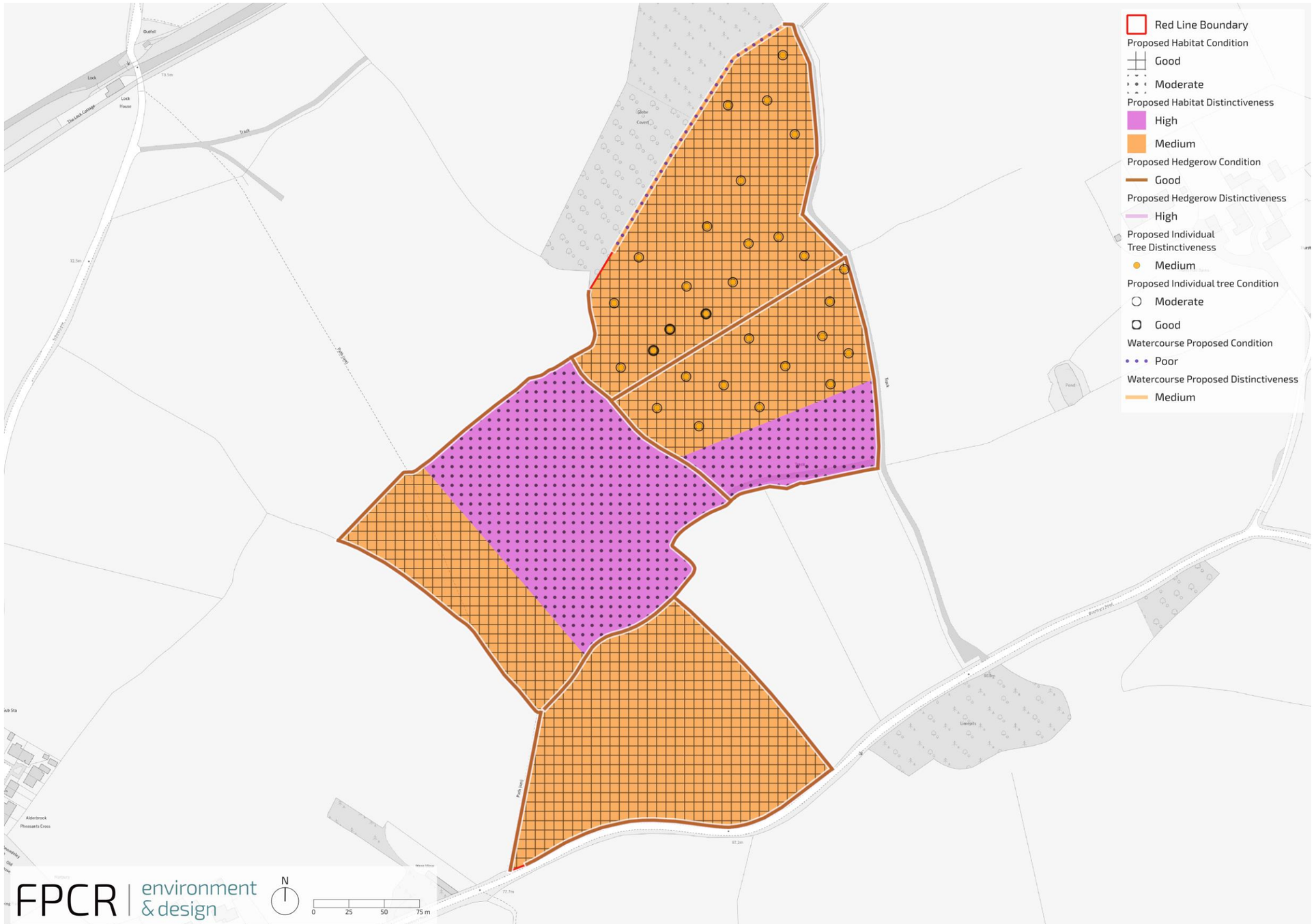
Provide a plan with the locations of habitats to be retained (including whether to be protected and, or, enhanced) and those to be created under this HMMP. Include parcel references if needed. Tick box if any additional plans are provided in the Appendices ☐ . Reference: Click or tap here to enter text.



Habitat Creation, Enhancement and Management Plan EM-F01



Proposed Habitats Condition and Distinctiveness Plan EM-F02



Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

Creation, Enhancement and Management Targets and Prescriptions

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat			Grassland G1 - Other Neutral Grassland in Good condition (created/enhanced from modified grassland) Grassland G2 - Other Neutral Grassland in Good condition (enhanced) Cereal Crop F3 – Other Neutral Grassland in Good condition (created)		
Condition Assessment Criteria		**Targeted**	**Creation Approach**	**Enhancement Approach**	**Management Approach**
A	The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. **Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.**	Yes	The existing cropland will be cultivated to bury the remaining litter from the last harvested crop. The Emorsgate Meadow Mixture for Loamy Soils or other appropriate mix / green hay from an agreed donor site which supports the desired sward (if one can be identified in close enough proximity to the site) will be broadcast or drilled. If conditions require, the existing modified grassland field G1 will be cultivated as above or the vegetation will be sprayed before being seeded.	Should enhancement of the existing grassland G1 be suitable, the grassland will be enhanced to Good condition 'Other Neutral Grassland' by initially harrowing the existing grassland before species-rich neutral grassland seed mix (Emorsgate Meadow Mixture for Loamy Soils mixed with EM8F Wild Flowers for Wetlands) or the application of green hay from an agreed donor site which supports the desired sward (if one can be identified in close enough proximity to the site). Enhancement of G2 will follow the same methods, although clearance of the sedges may be first required in order to prepare the soil. This adaptive management response is considered the most appropriate way to boost the diversity of the grassland present onsite.	During establishment, grassland will be cut up to three times to allow perennial species to establish in line with supplier instructions, with the arisings removed after each cut to reduce the nutrient level. The grasslands will be managed in the long-term through either hay management or grazing. The grasslands will be monitored and the method of management will be amended as required over the 30-year period to that which achieves the condition aims and ensures continued nutrient stripping. If grazing, livestock will be removed where over-poaching occurs. Utilising both management methods will enhance both species and sward structure diversity. Monitoring will track the sward diversity and may influence the density of grazing where necessary to promote structural diversity in the sward or the requirement to leave a proportion of the sward unmown on rotation from year to year.
B	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	Selected seed mix/green hay sowing will help to boost diversity, promoting to a greater sward diversity.		
C	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	N/A		Areas of bare ground can be maintained by managing through hay-cutting/ and or grazing, while the presence of rabbits and

					badgers can aid in this process. Alternatively, additional areas can be artificially introduced where necessary/appropriate.
D	Cover of bracken *Pteridium aquilinum* less than 20% and cover of scrub (including bramble) less than 5%.	Yes	N/A		Management through an annual hay cut will help to prevent significant scrub/bracken establishment. Adaptive management in response to monitoring reporting recommendations can also target excessive levels of scrub or bracken where they establish.
E	Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area. If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.	Yes	The existing substrate of field F3 has a moderate Phosphorus (Index 3-4 in the topsoil), which will require a form of soil amelioration, either soil inversion or soil stripping to expose the nutrient poor subsoil (Index 0-2) dependent on desired approach. Following the preparation of the seed beds, Emorsgate Meadow Mixture for Loamy Soils or other appropriate mix / green hay will be broadcast to introduce a diverse range of native wildflowers and grasses appropriate to the soil type. This seed mix does not include any undesirable species.	Existing areas of grassland to be enhanced will not be ploughed and will instead be prepared for over-seeding by chain harrowing. Following the preparation of the seed beds, Emorsgate Meadow Mixture for Loamy Soils or other appropriate mix / green hay will be broadcast to introduce a diverse range of native wildflowers and grasses appropriate to the soil type. This seed mix does not include any undesirable species.	Management through an annual hay cut will encourage the establishment of a naturalised sward. Fertiliser input onto the site should be avoided throughout the life of this management plan to prevent the soil condition becoming favourable for pernicious species. Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.
F	There are 10 or more vascular plant species per m^2 present, including forbs that are characteristic of the habitat type. **Note – this criterion is essential for achieving Good condition for non-acid grassland types only.**	Yes	Seeding with a species-rich mix / green hay will increase the number of the species within the sward while management through hay cutting will help to increase and maintain diversity within the sward. This will introduce a range of additional wildflowers and indicator species and promote the successful establishment of a sward with at least 10 species per m^2.		In years 5+, supplementary seed will be spread as necessary in response to poor establishment uptake by broadcasting seeds or green hay of a nearby species-rich meadow on similar soils. Management through hay cutting or low-density grazing will encourage seeds to re-enter the soil, so species persist.

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Action	Timing	Prescriptions
Ground preparation	Year 1 (establishment works)	To prepare the arable ground of field F3, , soil should be deep ploughed to a depth of at least 40cm. Following soil amelioration the substrate should be cultivated to produce a fine tilth suitable for seeding. Harrow the existing grassland G1 to prepare for over-seeding if choosing this method. Harrowing will be undertaken twice, each time in an opposite direction to create bare patches, aiming for 40%-50% bare soil. Alternatively, if conditions require, the existing modified grassland field G1 will be cultivated as above, or the vegetation will be sprayed before being seeded. Should cultivation of the ground be required for grassland G1, consideration will need to be given to the retained trees (T1-T3) by leaving a buffer to protect the roots from any machinery, if breaking ground; approximately 9.6m for tree T1, 9m for tree T2, and 15m for tree T3. The same stands for the single tree within G2 (T4) which would require an RPA buffer of 0.9m. In this area due to the dense cover of pond sedge this vegetation may be required to be cleared before being overseeded. **No fertiliser will be used at any stage of the project.**
Sowing	Year 1 (establishment works)	Broadcast or drill the seed mix on cultivated land at a rate of 40kg/ha or following supplier instructions. Seed may be mixed with sand or similar material to aid broadcasting. Emorsgate Meadow Mixture for Loamy Soils may be used, or similar locally sourced seed suitable for the soil types (when this is unavailable, a similar seed mix such as Emorsgate EM3 General-Purpose Meadow Mix can be used with the Ecologist's approval). Lightly roll the land immediately after broadcasting to create a firm contact. Avoid sowing if a period of dry weather is forecast, during high winds or if high rainfall is anticipated. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded. For the existing grassland G1, over-sow seed mix on existing areas of grassland and light roll to ensure good seed-to-soil contact **OR** If using green hay, cut the grass within G1 as short as possible between late-July and September (ideally late August), removing all the hay. Scarify the grassland using a disc and/or chain harrow three times in immediate succession, in a different direction each time, to expose no more than 25% bare ground. Once a suitable donor site has been selected (the donor site should be as local as possible), a green hay crop should be cut and collected as wildflowers and grasses at the donor site start to shed their seed (typically late July to Early August). The green hay crop should be cut and collected using a drum or disc mower. A mower conditioner should not be used. A forage harvester can be used to collect the hay, or the hay can be baled. The hay must be transferred and spread the same day that it is collected. If a baler is used, it should be transferred to the receptor site for spreading within an hour of being baled. The green hay should ideally be cut and transported on a cool and cloudy day. If the green hay has been collected using a forage harvester, it should be blown directly into a muck spreader, and this can be used to spread the hay on the receptor site. If bales have been collected, the green hay can be spread using a muck spreader, by hand, with a chopper or with a hay turner[1].

[1] https://meadows.plantlife.org.uk/making-meadows/sowing-seed/green-hay-how-to-cut-collect-and-spread/#:~:text=Spreading%20Green%20Hay&text=Generally%2C%20green%20hay%20will%20land,to%20trample%20in%20the%20seeds.

Aftercare	Year 1 (Early August)	Initiate a long-term management. This will either include low-density extensive grazing, hay-cutting regime or a mix between the two management styles as dictated by adaptive management monitoring. If hay-cutting, take a spring hay crop and then allow the sward to establish over summer, with no cuts between March and August. Take a late summer (late July/August) hay crop at the first opportunity that weather conditions allow and after wildflowers have been allowed to set seed (particularly annual species). Exact cutting dates will be determined by weather conditions, and all cuts should be collected to reduce nutrient availability. Rides will be cut through the grassland by cut and collect cutting no more than 75% per annum to leave longer areas of benefit over winter for wildlife. These areas will be varied annually to ensure overall expected condition is maintained. Or Introduce low-density, extensive grazing at a stocking density of no more than 0.5LU/ha. Grazers will be taken off the field in summer between late April/early May through to early/mid-August to allow grassland to set seed, if required. This will additionally benefit ground nesting birds. Grazing through the winter will help reduce scrub encroachment from the neighbouring created mixed scrub. However, ground conditions to be monitored throughout the winter and where excessive poaching occurs (>5% of grassland) livestock should be removed. During the summer, monitor for cover of pernicious weeds and field horsetail and introduce remedial measures where these begin to dominate
Short-term Management	Year 2-5	Continue to manage by annual hay cuts or low-density, extensive grazing unless a management review indicates a need to manage otherwise to ensure that the condition of the grassland is maintained. Review of livestock density as part of monitoring annually. Where condition is improving maintain grazing density or reduce if condition is stable or declining.
Long-term Management	Year 5+	In years 5-30, continue to manage through annual hay-cutting or low-density extensive grazing. Continue to manage in perpetuity unless a management review indicates a need to manage otherwise to ensure that the condition of the grassland is maintained. Where pernicious and/or invasive weed species establish despite sympathetic grazing, they will be managed through strimming or hand-pulling prior to setting seed, typically in late summer. Where this management does not prove effective, stands of pernicious and/or invasive weeds will be spot treated using glyphosate spray as appropriate.
Supplementary Seeding	As required	Where necessary in response to poor uptake of establishment, supplementary planting by broadcasting seeds, plug planting or green hay spreading of a nearby species-rich meadow on similar soils can be undertaken. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded. Plug-planting of target species can be considered where deemed appropriate during adaptive management monitoring reviews.

Grassland (Medium, High, and Very High Distinctiveness) Species Lists (GH-T03)

Common Name	Scientific Name	Abundance / %	Comments
Crested dog's tail	*Cynosurus cristatus*	56.00%	The species listed and abundances given are of Emorsgate Meadow Mixture for Loamy Soils. A green hay donor of similar species composition can be used. This will be discussed with the named ecologist for the Site.
Red fescue	*Festuca rubra*	10.4%	
Common bent	*Agrostis capillaris*	8.00%	
Quaking grass	*Briza media*	3.20%	
Common knapweed	*Centaurea nigra*	2.80%	
Ribwort plantain	*Plantago lanceolata*	2.40%	
Musk mallow	*Malva moschata*	2.20%	
Oxeye daisy	*Leucanthemum vulgare*	1.80%	
Sweet Vernal grass	*Anthoxanthum odoratum*	1.60%	
Field scabious	*Knautia arvensis*	1.50%	
Lady's bedstraw	*Galium verum*	1.50%	
Salad burnet	*Poterium sanguisorba*	1.20%	
Yellow rattle	*Rhinanthus minor*	1.00%	
Cowslip	*Primula versis*	0.80%	
Yellow oat-grass	*Trisetum flavescens*	0.80%	
Yarrow	*Achillea millefolium*	0.60%	
Agrimony	*Agrimonia eupatoria*	0.60%	
Wild carrot	*Daucus carota*	0.60%	
Meadow crane's-bill	*Geranium pratense*	0.60%	
Self-heal	*Prunella vulgaris*	0.40%	
Betony	*Betonica officinalis*	0.40%	
Bladder campion	*Silene vulgaris*	0.40%	
Tufted vetch	*Vicia cracca*	0.40%	
Birdsfoot trefoil	*Lotus corniculatus*	0.20%	
Meadow buttercup	*Ranunculus acris*	0.20%	
Rough hawkbit	*Leontodon hispidus*	0.10%	
Bulbous buttercup	*Ranunculus bulbosus*	0.10%	
Yarrow	*Achillea millefolium*	3.5%	The species listed and abundances given are of Emorsgate Wild Flowers for Wetlands.
Agrimony	*Agrimonia eupatoria*	3.00%	
Wild angelica	*Angelica sylvestris*	0.50%	
Betony	*Betonica officinalis*	1.00%	
Common knapweed	*Centaurea nigra*	16.00%	
Meadowsweet	*Filipendula ularia*	7.00%	
Hedge bedstraw	*Galium album*	2.00%	
Lady's bedstraw	*Galium verum*	10.00%	
Meadow vetchling	*Lathyrus pratensis*	4.00%	
Rough hawkbit	*Leontodon hispidus*	3.00%	
Oxeye daisy	*Leucanthemum vulgare*	6.00%	
Birdsfoot trefoil	*Lotus corniculatus*	3.00%	
Greater birdsfoot trefoil	*Lotus pedunculatus*	0.50%	
Black medick	*Medicago lupulina*	5.00%	
Ribwort Plantain	*Plantago lanceolata*	10.00%	
Cowslip	*Primula versis*	2.00%	
Selfheal	*Prunella vulgaris*	4.00%	
Meadow buttercup	*Ranunculus acris*	6.00%	

Yellow rattle	*Rhinanthus minor*	4.00%	
Common sorrel	*Rumex acetosa*	3.00%	
Great burnet	*Sanguisorba officinalis*	1.50%	
Ragged robin	*Silene flos-cuculi*	2.50%	
Dandelion	*Taraxacum officinale*	1.00%	
Tufted vetch	*Vicia cracca*	1.50%	

What Does Success Look Like? (GH-F01)





Scrub

Creation, Enhancement and Management Summary (SC-T01)

Target Habitat:			Cereal Crop (F1 & F2) - Mixed scrub in Good condition (created)	
Condition Assessment Criteria		**Targeted**	**Creation approach**	**Management Approach**
A	The parcel represents a good example of its habitat type – the appearance and composition of the vegetation closely matches its UKHab description (where in its natural range). - At least 80% of scrub is native, - There are at least three native woody species, - No single species comprising more than 75% of the cover (except hazel *Corylus avellana,* common juniper *Juniperus communis,* sea buckthorn *Hippophae rhamnoides* or box *Buxus sempervirens,* which can be up to 100% cover).	Yes	Part of field F1 and the entirety of field F2 will be planted with a minimum of five native woody species in each new scrub block, with no one species comprising more than 50% of the planted specimens. This will allow a diverse area of mixed scrub to establish.	Scrub will be managed through a combination of periodic thinning and rotational coppicing on a 7 year cycle, with no more than a fifth of the total scrub area of the site cleared at any one time. Hawthorn and blackthorn will be managed through regular failing and/or cutting out following establishment to prevent them becoming too tall and dominating the canopies of scrub blocks. These species will also be selectively thinned where it is considered appropriate. These two different management approaches will help to create a structurally diverse habitat.
B	Seedlings, saplings, young shrubs and mature (or ancient or veteran) shrubs are all present.	Yes	N/A	Rotational coppicing and pruning of scrub will ensure that diverse age ranges are present across the site. Individual scrub blocks will also be rotationally coppiced to ensure that, in addition to the site-wide resource of scrub supporting a diverse age range, this will also be the case within each scrub block present across the site.
C	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA) and species indicative of suboptimal condition make up less than 5% of ground cover.	Yes	No fertiliser will be used during planting of the scrub to prevent eutrophication of the soil. All scrub planting will utilise native species only.	Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal conditions and trigger remedial action where necessary to remove or reduce their presence.
D	The scrub has a well-developed edge with scattered scrub and tall grassland and or forbs present between the scrub and adjacent habitat.	Yes	Scrub edges will not be seeded, and they will be managed to allow a natural ecotone to establish.	Scrub edges will be managed in accordance with adjacent grassland habitats with an annual hay cut. Rotational coppicing of scrub blocks will aim to create scalloped edges and bays along the boundaries between scrub and grasslands to maximise the ecotone habitats present.
E	There are clearings, glades or rides present within the scrub, providing sheltered edges.	Yes	Planting will include clearings within blocks of scrub, and/or existing footpaths will not be planted with scrub to create rides throughout the establishing scrub block. This will include the PRoW footpath that will pass through the scrub habitat.	Rotational coppicing will aim to maintain clearings throughout the scrub block to ensure these remain continuously present, albeit in different locations within each scrub block after each coppicing year. Rides will be maintained through the annual grazing or mowing management employed elsewhere onsite to manage grasslands.

Scrub

Creation, Enhancement and Management Detailed Methods (SC-T02)

Action	Timing	Prescriptions
Establishment works – Fencing (if required)	Year 1	Fences may need to be introduced to exclude livestock from the young scrub if grazing management is used elsewhere onsite.
Establishment works – Ground preparation	Year 1	Apply herbicide to control weed growth/docks prior to planting (if required). An appropriate herbicide will be selected by an appropriately qualified contractor. Any chemicals will be used in accordance with the product label.
Establishment works – Scrub planting	Year 1 (1st November – 31st March when the ground is not frozen or waterlogged)	Native scrub species will be planted between November and March in a naturalistic pattern, including gaps for glades/rides/clearings (with the aim of planting to cover 70-80% of the total area of each scrub block once mature). • Planting should be in clumps and not in rows as this will create a wind tunnel. • Planting should be irregular with wide spacing to encourage natural infill or other plants to encourage a diverse vegetation structure. • Scallop the edges of the scrub by planting patches of scrub in semi-circles with open ground in between. • Unplanted gaps should be left to create areas of open ground. • Species should be mixed and planted randomly. Scrub planting will aim at approximately 800 whips per ha (planted at 3m spacing) Scrub planting will be designed to create significant areas of edge habitats and structural diversity, including clearings. Group planting will be employed with 1-3 species of similar growth rates planted together. Hawthorn and blackthorn will be planted in small single-species clumps in the centre of the scrub blocks, away from the planned locations for rides and clearing. Blocks of each of these two species will be sufficiently spaced apart to prevent either from dominating the canopy. planting pit dug will be larger than the root ball of the whip. Soil backfilling will utilise existing excavated soils only, with no compost or fertiliser application. It will be important to ensure that whips are not planted lower than the surrounding ground level. Planting will aim to ensure that the level that the whip base meets the soil is slightly above ground level, aiming for 25mm above. Spiral guards will be installed around establishing whips to prevent them from becoming browsed. Apply herbicide to control weed growth/docks prior to planting (if required). A qualified contractor will select an appropriate herbicide. Any chemicals will be used in accordance with the product label.
Establishment works – Weed suppression (as required)	Year 2 – 3	Mulches such as wood chip, straw or well-rotted farmyard manure should be utilised to supress weeds, where required. This should be replenished annually in Years 2 and 3 as required.
Aftercare – supplementary planting as required	Years 2 – 5 1 November – 31st March, as required when the ground is not frozen or waterlogged	Supplementary plant if needed to increase diversity, in the next available planting season in accordance with the prescriptions above and species before.
Aftercare – removal of infrastructure	Year 5+	Remove guards and canes.

Management - Cutting	Year 8, 15, 22, 29	A programme of selective thinning and coppicing will begin in year 8, to maintain the scalloped edges and glades created in year one and where appropriate open up new areas. This will be undertaken in select areas through scrub blocks to enhance ground flora and continue the presence of glades at an approximate coverage of 70-80% scrub and 20-30% glades. In total, no more than 1/5th of the total scrub resource in total should be thinned / coppiced each cycle. Stools subject to coppice management will be cut just above ground level with clean, slightly sloping cuts to encourage water to drain off the cut surfaces. Coppicing should be undertaken in the period November-early March. Brash arisings from coppicing will be used to surround or cover cut stools to protect them from deer browse (1-2m wide rings), with any surplus chipped and spread thinly through the scrub.
Management - Scrub edge	Years 5-30	The margins of the scrub and the herbaceous vegetation within the scalloped edges and glades will be subject to an annual cut, in line with the yearly management of the adjacent grasslands.
Supplementary Planting	Year 5+	Supplementary planting will be undertaken as necessary where there is a need to increase species diversity and/or abundance. Planting will be undertaken between November and March.

Scrub Species Lists (SC-T03)

Common Name	Scientific Name	Abundance / %	Comments
Hawthorn	*Crataegus monogyna*	20%	Native Whip
Blackthorn	*Prunus spinosa*	15%	
Alder	*Alnus glutinosa*	15%	
Hazel	*Corylus avellana*	20%	
Buckthorn	*Rhamnus cathartica*	5%	
Guelder rose	*Viburnum opulus*	5%	
Holly	*Ilex aquilinium*	5%	
Spindle	*Euonymus europaeus*	5%	
Goat willow	*Salix caprea*	5%	
Elder	*Sambucus nigra*	5%	

Other Supporting Information

Supporting Information (SC-B02)

Local whips / cuttings should be sourced where possible – plants should be pest and disease free and grown in the UK. Where possible source plants from Plant Health certified nurseries.

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What Does Success Look Like? (SC-F01)





Traditional Orchard

Creation, Enhancement and Management Summary (OR-T01)

Target Habitat:			Cereal crops F1 & F3 (partial) - Traditional Orchard in Moderate condition (created)	
Condition Assessment Criteria		**Targeted**	**Creation Approach**	**Management Approach**
A	Presence of ancient and or veteran trees. **Note – this criterion is essential for achieving Good condition.**	No	This criterion will not be targeted due to the limited time frame available within this management plan (30 years) which will not be sufficient to allow a tree to grow to veteran status.	General arboricultural management will ensure the tree health is maintained as they grow. Where these is opportunities to provide retain and create natural ecological features in the tree growth form the specimens will be supported.
B	Presence of deadwood in or on trees, or on the ground: at least 20% of mature trees have deadwood associated with them. Some examples of deadwood are: standing, attached and fallen trees or limbs; dead stems; branches and branch stubs greater than 10 cm diameter; and internal cavities. The types and distribution of deadwood provide a range of habitats suitable to support a wide assemblage of saproxylic invertebrates. **Note – this criterion is essential for achieving Good condition.**	No	This criterion will not be targeted due to the limited time frame available within this management plan (30 years) which will not be sufficient to grow a mature tree with deadwood.	While the trees are not expected to produce the abundance of deadwood to target this criterion, management will ensure that deadwood is maintained throughout this habitat where it naturally forms. Some trees may be veteranized to speed up the ageing process and create valuable features for biodiversity. Where deadwood is showing signs of disease it will be removed from the site to protect the future growth and health of the trees.
C	Less than 5% of fruit trees are smothered by scrub. Small patches of dense scrub and or scattered scrub growing between trees can be beneficial to biodiversity, however these occupy less than 10% of ground cover.	Yes	Scrub planting will not be included within the orchard planting regime.	Management of grassland amongst fruit trees on an annual basis through a hay-cut (or aftermath grazing) will control the abundance of scrub in between the fruit trees. Where monitoring demonstrated significant scrub establishment, appropriate remedial measures will be implemented.
D	There is evidence of formative and or restorative pruning to maintain longevity of trees.	Yes	N/A	Trees will be monitored for any signs of damage, with restorative pruning undertaken where required.
E	At least 95% of the trees are free from damage caused by humans or animals, for example browsing, bark stripping or rubbing on non-adjusted ties.	Yes	Trees will be fenced off during the first 10+ years of growth to protect from stock and wild grazing animals.	Trees will be monitored during grazing periods to ensure the trees do not show excessive signs of damage from browsing, bark stripping or rubbing. Livestock will be removed where this occurs.
F	Grassland is not overgrazed, poaching is not evident around the trees, with no more	Yes	N/A	The orchard will be managed through a hay-cut (or with low-density aftermath grazing). Monitoring will track any signs of over grazing or poaching and stocking densities will be adjust as required.

	than 10% of trees poached under the canopy.			
G	Species richness of the grassland is equivalent to a medium, high, or very high distinctiveness grassland.	Yes	The grassland will be created and enhanced following other areas of species-rich grassland across the site	The grassland will be managed in accordance with other areas of species-rich grassland across the site, including hay cutting (or low-density aftermath grazing).
H	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA) and species indicative of suboptimal condition make up less than 10% of ground cover.	Yes	N/A	Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.

Traditional Orchard

Creation, Enhancement and Management Detailed Methods (OR-T02)

Action	Timing	Prescriptions
Ground preparation	Year 1 (Establishment Works)	Both fields F1 and F3 have a Phosphorus Index between 4 – 10, making it unsuitable for wildflower grassland creation without additional interventions. To prepare the arable ground, if undertaking soil inversion, the soil should be deep ploughed to a depth of at least 40cm. **No fertiliser will be used at any stage of the project.**
Sowing	Year 1 (Establishment Works)	Broadcast or drill the seed mix on cultivated land at a rate of 40kg/ha or following supplier instructions, with the prescriptions provided for Other Neutral Grassland creation above.
Grassland Aftercare Management	Year 1 (Establishment Works)	Manage grasslands in accordance with prescriptions provided above for created other neutral grassland. This will include annual hay-cuts and or aftermath grazing, low-density extensive grazing or a mix of the two methods as deemed the most appropriate.
Tree planting	Year 1 (Establishment Works)	Fruit trees will be planted in the winter following grass seed sowing at a planting density of 50-100 trees/ha. Trees should be sought from a reputable local supplier and contain a variety of fruit and nut trees. Trees will be planted where there is sufficient space to grow to full maturity, with 8-10 m between rows and 7-9 m between trees within the rows. Bare-rooted fruit trees should be planted from November to March. The planting pit dug will be a shallow square, no more than 50cm deep and dug immediately before planting to prevent it filling with water. The base of the planting pit will be broken up to encourage aeration to the depth of a garden fork prior to tree planting. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. Existing sub- and top-soils should be kept separate during excavation, with the subsoil backfilled first before topping with topsoil. Lightly firm down the back fill, avoiding compaction. The tree should be placed in the hole so the root collar is level with the top of the hole. After planting, the management contractor will water the trees if necessary. Fence trees of the orchard area to protect from grazers and deer.
Aftercare	Years 2-5	Trees will be watered regularly during their first year after planting where soil becomes dry. Plantings will be inspected quarterly through the first two growing seasons following planting, with any failures replaced in the next planting season. Weeds can be controlled around the bases of trees and shrubs using non-residual herbicide during establishment. The use of herbicides will be avoided thereafter unless strictly necessary. The aim will be to keep a 1-1.5m weed free diameter around the tree for the first 2 years after planting.

Grassland management	Year 5+	During establishment, the orchard will be fenced and mown 1-2 times a year when weather conditions allow on a flexible basis from July onwards. If site and sward conditions allow, a late season cut should be taken one year in four from late August to September. In all cases arisings should be removed. Following establishment of the fruit trees, fencing can be removed and the grassland subject to the same long-term management as the grassland adjacent.
Pruning	Year 3+	Formative pruning should be undertaken from the first winter using hand tools to ensure the tree's growth and shape. Maintenance pruning will be required in subsequent years to ensure continued crops of fruit. Specialist arboricultural advice should be sought on the specifics of orchard pruning.
Maintenance	Year 7+	Scrub control should be ongoing from year 7 to ensure the cover of scrub is <10%, using hand-tools including brush cutters and chainsaws. Small areas of scrub will however be encouraged as this can boost diversity, and this measure will only seek to prevent it becoming dominant.

Orchard Species Lists (OR-TO3)

Common Name	Scientific Name	Abundance / %	Comments
Apple	*Malus domestica*	20%	Plant at least 8-10m between rows and 7-9m in the row at planting density of 50-100 trees/ha.
Plum	*Prunus domestica*	20%	Plant at 6-8m spacing and planting density of 50-100 trees/ha.
Pear	*Pyrus communis*	15%	Plant 10-20m apart and planting density of 50-100 trees/ha.
Wild Cherry	*Prunus avium*	15%	Plant at 10-12m spacing and planting density of 50-100 trees/ha.
Damson	*Prunus domestica subsp. insititia*	10%	Plant at 6-8m spacing and planting density of 50-100 trees/ha.
Quince	*Cydonia oblonga*	5%	Plant 10-20m apart and planting density of 50-100 trees/ha.
Walnut	*Juglans regia*	5%	Plant at 10-12m spacing and planting density of 50-100 trees/ha.
Hazelnut (Cobnut)	*Corylus avellana*	5%	Plant at least 5m spacing or about 50-100 trees/ha.
Rowan	*Sorbus aucuparia*	5%	Plant at least 5m spacing or about 50-100 trees/ha.

Neutral Grassland

Common name	Scientific name
Crested dog's tail	*Cynosurus cristatus*
Red fescue	*Festuca rubra*
Common bent	*Agrostis capillaris*
Quaking grass	*Briza media*
Common knapweed	*Centaurea nigra*
Ribwort plantain	*Plantago lanceolata*
Musk mallow	*Malva moschata*
Oxeye daisy	*Leucanthemum vulgare*
Sweet Vernal grass	*Anthoxanthum odoratum*
Field scabious	*Knautia arvensis*
Lady's bedstraw	*Galium verum*
Salad burnet	*Poterium sanguisorba*
Yellow rattle	*Rhinanthus minor*
Cowslip	*Primula versis*
Yellow oat-grass	*Trisetum flavescens*
Yarrow	*Achillea millefolium*
Agrimony	*Agrimonia eupatoria*
Wild carrot	*Daucus carota*
Meadow crane's-bill	*Geranium pratense*
Self-heal	*Prunella vulgaris*
Betony	*Betonica officinalis*
Bladder campion	*Silene vulgaris*
Tufted vetch	*Vicia cracca*

Birdsfoot trefoil	*Lotus corniculatus*
Meadow buttercup	*Ranunculus acris*
Rough hawkbit	*Leontodon hispidus*
Bulbous buttercup	*Ranunculus bulbosus*

Other Supporting Information

Supporting Information (OR-B02)
Fruit tree varieties historically grown or indigenous to the area should preferably be used to plant orchards in order to preserve historic continuity, genetic variety and cultural heritage and to reinforce local distinctiveness.

What Does Success Look Like? (OR-F01)





Individual Trees (Medium Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat:			Rural Tree in Moderate condition (created)	
Condition Assessment Criteria		**Targeted**	**Creation Approach**	**Management Approach**
A	The tree is a native species (or more than 70% within the block are native species).	Yes	All tree planting will comprise of native tree species.	Any replacement of failed specimens required will be completed using native species only.
B	The tree canopy is predominantly continuous, with gaps in canopy cover making up <10% of total area and no individual gap being >5 m wide (individual trees automatically pass this criterion).	Yes	Trees will be planted individually throughout G1 and the northern half of F3. Treed will spaced at least 20m apart.	N/A
C	The tree is mature (or more than 50% within the block are mature).	No	This criterion will not be targeted due to the limited time frame available within his management plan (30 years) which will not be sufficient to allow a tree to grow to full maturity.	
D	There is little or no evidence of an adverse impact on tree health by human activities (such as vandalism, herbicide or detrimental agricultural activity). And there is no current regular pruning regime, so the trees retain >75% of expected canopy for their age range and height.	Yes	Standards will be planted and will be fenced for at least the first 10 years. This will prevent damage to the trees from livestock while they are establishing on site.	Herbicide use will be restricted across the site and no broad applications of herbicide will be used. Trees will be monitored for any signs of damage, with restorative pruning undertaken where required.
E	Natural ecological niches for vertebrates and invertebrates are present, such as presence of deadwood, cavities, ivy or loose bark.	No	This criterion will not be targeted due to the limited time frame available within his management plan (30 years) however the trees will naturally achieve this criterion over time.	
F	More than 20% of the tree canopy area is oversailing vegetation beneath.	Yes	The trees will be planted into grassland.	Tree will be encouraged to grow to maturity, with canopies oversailing vegetation below.

Rural Trees (Medium Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Action	Timing	Prescriptions
Tree planting	Establishment Works	Following sowing of species-rich grassland in G1 and in half of F3, tree standards will be planted. Planting will be scattered throughout with a total of 25 trees planted throughout (7/ha). Trees should be sought from a local reputable supplier. Trees will be planted where there is sufficient space for them to grow to full maturity. Site selection must be mindful of overhead services to ensure mature tree canopies would not affect these. Selection should also be mindful of underground services and >5m offset from any underground services should be followed. Only species tolerant of damp conditions such as alder and goat willow will be planted in the low-lying areas of G1, particularly in the Flood Zone areas. Any evidence of existing soil compaction will be remediated before planting to ensure the soil is able to support tree establishment and growth. The planting pit dug will be a shallow square, larger than the root ball of the tree. The base of the planting pit will be broken up to encourage aeration to the depth of a garden fork prior to tree planting. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. Existing sub-soils and top soils should be kept separate during excavation, with the subsoil backfilled first before topping with topsoil. Lightly firm down the back fill, avoiding compaction. It will be important to ensure the tree is not planted lower than the surrounding ground level. The aim of planting will be to ensure that the level that the tree base meets the soil level will be slightly above g round level, aiming for 25mm above. After planting, water the tree if required. Tree bases will be mulched using wood chippings or back. Mulching will aim for a 1m diameter around the trees to prevent weed establishment. The depth of the mulch will be between 50-75mm. Tree guards will be marked to ensure they are clearly visible to prevent accidental damage of young trees during the management of surrounding grasslands. Where grazers are introduced, the tree will be protected through the installation of fencing until they are appropriate established.
Aftercare Management	Year 1-5	Trees will be watered regularly during their first year after planting where soil becomes dry. Plantings will be inspected quarterly through the first two growing seasons following planting, with any failures replaced in the next planting season. Weeds can be controlled around the bases of trees and shrubs using non-residual herbicide during establishment. The use of herbicides will be avoided thereafter unless strictly necessary. The aim will be to keep a 1-1.5m weed free diameter around the tree for the first 2 years after planting.
Long-term Management	Year 1-30	The existing mature trees across the site will be monitored for disease and deadwood. Where signs of disease are identified, arboricultural advice should be sought to undertake the necessary actions. Fallen deadwood will be left in situ to provide additional ecological features throughout the site.

Rural Tree (Medium Distinctiveness) Species Lists (GH-T03)

Common name	Scientific name	Abundance / %
Pedunculate oak	*Quercus robur*	20%
Alder	*Alnus glutinosa*	20%
Elder	*Sambucus nigra*	15%
Goat willow	*Salix caprea*	20%
Wild Cherry	*Prunus avium*	10%
Downy birch	*Betula pubescens*	15%

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What Does Success Look Like? (GH-F01)



Hedgerows (High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat				Native hedgerow H1, H2, H3, H4, H5, H6, H8, H9, H10, H11, and H13 - Species-rich native hedgerow with trees in Good condition (Enhancement & distinctiveness Enhancement) Native hedgerow H7, H12 and H14 - Species-rich native hedgerow with trees in Good condition (Distinctiveness Enhancement) Species-rich native hedgerow in good condition (created)		
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Creation Approach**	**Enhancement Approach**	**Management Approach**
A1	Height >1.5 m average along length	Yes	H3, H5, H6, H9, H10, H11	N/A	Hedgerows onsite already above 1.5m in height on average across length.	Management will support and promote the continued growth of the hedgerow structure and diversity. This will target bushy, outgrown hedgerows. Hedgerows will be trimmed annually, with only one side of each hedgerow will be cut each year, allow the hedgerows to develop and mature over time.
A2	Width >1.5 m average along length	Yes	H3, H4, H5, H6, H9, H10, H11, H13, H14	N/A	All hedgerows onsite were less than 1.5m in width on average across length. The hedgerows will be enhanced through management promoting growth and underplanting to widen.	
B1	Gap between ground and base of canopy <0.5 m for >90% of length	Yes	H7, H8	N/A	All hedgerows onsite already satisfy this criterion with the exception of H2. Gaps in this hedgerow will be planted up with a range of native tree and shrub species, targeting at least 5 species per 30m on average.	Management will support and promote the continued growth of the hedgerow structure and diversity. Monitoring of grazing intensity onsite will check for browsing on the understorey of hedgerows, to ensure vertical gaps don't develop.
B2	Gaps make up <10% of total length; and No canopy gaps >5m.	Yes	H1, H3, H5, H8, H10, H11, H12	Newly created hedgerows will be planted in double staggered rows at 30cm spacings, with a range of native tree and shrub species, targeting at least 5 species per 30m on average.	Hedgerow gaps will be planted up with a range of native tree and shrub species, targeting at least 5 species per 30m on average.	Management to ensure species diversity is maintained along the hedgerow length, replacing specimens on a like-for-like basis where failures occur or gaps form. Monitoring of browsing impact on the hedgerows, to check certain species aren't adversely impacted.
C1	>1 m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: · Measured from outer edge of hedgerow; and	Yes	H1, H2, H3, H5, H8, H9	Habitat creation in fields F1-F3 will ensure that this criterion is passed.	Hedgerow buffers to be enhanced by the habitat creation in field F3 and enhancements in G2.	N/A – management of adjacent grassland with an annual hay-cut and after math grazing (H3), alongside the adjacent creation and management of traditional orchard (H2 & H3) will complement this criterion and boost the diversity of hedgerow ground flora.

	· Is present on one side of the hedgerow (at least).					
C2	Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	No	H1, H2, H3, H4, H5, H6, H7, H8, H9, H10, H11, H12, H13	While it is considered that the appropriate management of grassland compartment G2 will help to reduce undesirable species onsite, this criterion has not been targeted due to the inherent risks associated with achieving it.		
D1	>90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule 9 of WCA3) and recently introduced species.	Yes	N/A	All hedgerows onsite already satisfy this criterion. Additional hedgerow planting will only involve native tree and shrub planting.		Regular monitoring and management will be implemented to ensure non-native and invasive species do not grow within the hedgerows or associated ditches and grassland buffers.
D2	>90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Yes	N/A	All hedgerows onsite already satisfy this criterion. The site is private and therefore will not be impacted by any human activities other than the favourable management measures proposed which will not lead to hedgerow damage.		

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Hedgerows (High Distinctiveness)

Creation, Enhancement and Management Detailed Methods (GH-T02)

Action	Relevant Parcels	Timing	Prescriptions
Hedge planting of new hedgerows and gaps in the existing hedgerows	H1-H14	Establishment Works (1 year)	For hedgerow creation, native trees and shrub species will be planted in two staggered rows approximately 30cm apart, aiming to plant around 4-6 plants per metre. New planted should be protected with canes and spiral guards to prevent being browsed in the early stages. Overall, a minimum average of 5 species per 30m should be achieved along the hedgerows. To enhance a single species dominated hedgerow, every 30m, 5m sections will be grubbed out and infilled with diverse supplementary species and standards following hedgerow creation prescriptions above. Any evidence of existing soil compaction along the hedgerow will be remediated before planting to ensure the soil is able to support new growth. Small planting pits will be dug as shallow squares with the base of the planting pit will be broken up to encourage aeration to the depth of a garden fork prior to planting. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. Existing sub soils and topsoils should be kept separate during excavation, with the subsoil backfilled first before topping with topsoil. Lightly firm down the back fill, avoiding compaction. It will be important to ensure that plants are not planted lower than the surrounding ground level. The aim of planting will be to ensure that the level that the tree/shrub base meets the soil level will be slightly above ground level, aiming for 25mm above. After planting, water new hedgerow/tree planting. Hedgerow bases will be mulched using wood chippings or back. Mulching will aim for a 1m diameter around the trees to prevent weed establishment. The depth of the mulch will be between 50-75mm.
Hedge planting of standards	H1-H14	Establishment Works (1 year)	One native tree standard will be planted at regular intervals along the lengths of hedgerows to ensure the hedgerow will be enhanced to a hedgerow with trees. Where possible the trees should be planted in existing gaps, ensuring there is sufficient space for them to grow to full maturity (around 20m between each tree). Selection should also be mindful of underground services and >5m offset from any underground services should be followed. Planting to follow prescriptions above.
Management – Weed Control	H1-H14	All Years	The hedgerow buffers should be monitored for the prevalence of species indicative of sub-optimal condition, bracken, and scrub. The use of herbicides to control pernicious species such as thistles and nettles should be avoided as it will harm other broad-leaved plants. Targeted strimming before seeds set should be introduced over successive years with all arisings removed, where this is not successful spot treatment with herbicide should be implemented as a last resort. Monitoring will take place between April and September.
Management – Replacement of dead and dying tree standards	H1-H14	Year 1+	The enhanced and created hedgerows will be monitored for any dead or dying tree standards; if found, these should be replaced on a like for like basis in order to maintain a minimum of two trees less than 20m apart across the hedgerow lengths. Additionally, this will ensure that 95% of all trees will be in healthy condition, with the exception of trees that have developed veteran features.
Long Term Management	H1-H14	Year 5+ Hedgerow Management (November – February)	Hedgerows will be managed on a rotational basis with ½ the total hedgerow resource cut each year, during late winter, after fruiting and prior to the bird nesting season (March). Hedgerows will be cut to a width of at least 2m wide and a minimum of 2-3m in height, avoiding damaging trees. Where species die back in the hedge, they should be replaced on a like for like basis to maintain woody species diversity at five or more native species in a 30m section. Monitoring for invasive species, natural tree loss and undesirable species will be required to ensure that the hedgerows maintain their function, structure and diversity onsite.

Hedgerows (High Distinctiveness) Species Lists (GH-T03)

Common name	Scientific name	Abundance / %
Hawthorn	*Crataegus monogyna*	40%
Hazel	*Corylus avellana*	15%
Buckthorn	*Rhamnus cathartica*	10%
Field Maple	*Acer campestre*	10%
Blackthorn	*Prunus spinosa*	5%
Guelder Rose	*Viburnum opulus*	5%
Holly	*Ilex aquifolium*	5%
Spindle	*Euonymus europaeus*	5%
Dogwood	*Cornus sanguinea*	5%
Pedunculate oak	*Quercus robur*	Individual standards
Wild Cherry	*Prunus avium*	
Crab apple	*Malus sylvestris*	
Elm	*Ulmus minor*	

What Does Success Look Like? (GH-F01)



Habitat Creation and Management – Risk Register and Remedial Measures PM-T02

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Risk Identification Date	Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Project Life Term	All habitats	Establishment of invasive non-native species	Monitoring identifies the presence of any invasive non-native species.	Initiate a programme of eradication of invasive non-native species. Specialist advice should be sought to ensure the appropriate eradication measures for any species identified. Strict biosecurity measures will be followed throughout project to reduce risk of introducing INNS via machinery and contractors.
Project Life Term	All habitats	Flooding events	Monitoring of vegetation diversity loss, increase in poach ground, additional pollution and invasive species following extreme flooding events.	Review adaptive management measures to respond to the varying impacts expected from flooding appropriately.
Project Life Term	All habitats	Upstream pollution	Monitoring identifies any indication of potential pollution incidents, including dead or dying fish, invertebrates, or vegetation.	The pollution source will be identified, and relevant authorities informed to remediate the issue. Appropriate mitigation of the impacts and preservation management of the diversity will be implemented onsite.
Project Life Term	Other Neutral Grassland	Failed areas of seeding	Greater than 10% bare ground during years 2-5 and then greater than 5% bare ground cover after year 5.	Apply additional seed in areas of failed establishment. Appropriate seed mix to be used for the compartment where reseeding is required. Alternatively, green hay can be used from other areas of the site where establishment has been successful.
Project Life Term	Other Neutral Grassland	Poor sward height diversity	Where <20% of the sward is <7cm and <20% of the sward is >7cm.	Alternate between grazing and hay cut management. Where rushes begin to dominate the sward, topping can be undertaken to reduce competitiveness of rushes.
Project Life Term	Other Neutral Grassland	Scrub or bracken encroachment	Scrub and or bracken cover greater than 5% or 20% respectively	Initiate programme of scrub and/or bracken removal as required. This can either be through mechanical removal or spot spraying with herbicide.
Project Life Term	Other Neutral Grassland	Establishment and dominance of species indicative of sub-optimal condition	Where species indicative of sub-optimal comprise >5% of sward	Initiate a programme of spot-spraying species indicative of sub-optimal condition using glyphosate herbicide. Field horsetail management could include further nutrient

				stripping and topsoil inversion, soil aeration and drainage improvements.
Project Life Term	Other Neutral Grassland	Damage through poaching or rabbit grazing	Evidence of damage and/or poaching >5% of ground cover >5% cover of bare ground	Identify the cause of the damage: If caused by livestock, reduce grazing density or switch to hay management for a suitable period. If caused by rabbits, initiate measures to control rabbit population numbers.
Project Life Term	Other Neutral Grassland	Poor species diversity	Less than 10 species per average m^2	Initiate a second round of seeding following the prescriptions provided for the grassland field compartment(s) which are falling short of this target.
Project Life Term	Other Neutral Grassland	Poor representation of wildflowers, sedges and indicator species.	Wildflowers, sedges and indicator species are not very clearly and easily visible in the sward.	Initiate a second round of seeding following the prescriptions provided for the grassland field compartment(s) which are falling short of this target.
Project Life Term	Mixed Scrub	Failed specimens in created scrub areas	Failed specimens observed during years 2-5.	Replacement planting with like for like species of failed specimens
Project Life Term	Mixed Scrub	Insufficient variation of age classes	Where less than 5% cover over the scrub area of each block is represented by saplings and less than 80% is represented by mature scrub. The remaining scrub should comprise immature scrub.	Selective thinning of scrub to allow natural regeneration to occur. Where natural regeneration is unsuccessful, additional planting of native species should be introduced.
Project Life Term	Mixed Scrub	Overdominance of one species within the canopy	Where one species of scrub within a scrub block represents more than 50% of canopy cover.	Selective thinning of dominant species to allow other species to establish within the canopy.
Project Life Term	Mixed Scrub	Insufficient species diversity	Where blocks of scrub include less than three species.	Selective thinning and the introduction of additional species. A minimum of two additional species should be planted to improve the chances of ensuring the canopy of each blocks includes more than three species.
Project Life Term	Mixed Scrub	Poorly developed edge habitats	Where the edges of scrub do not grade into adjacent habitats in a diffuse way including scattered scrub and tall grassland/herbs.	Reduce management of scrub habitats to allow more diverse edges, with scattered scrub allowed to establish and taller grasses able to develop. These may require more targeted management with hand tools.

Project Life Term	Mixed scrub	Establishment of species indicative of sub-optimal condition	Where species indicative of sub-optimal comprise >5% of sward	Initiate a program of spot-spraying species indicative of sub-optimal condition using glyphosate herbicide.
Project Life Term	Mixed Scrub	Encroachment of scrub into adjacent grasslands	Where the edges of scrub become more densely scrub and this habitat begins to creep into grasslands to an extent that they begin to reduce the overall extent of grasslands on site. This may be a particular problem with blackthorn suckering	Initiate a program of dense scrub removal where this habitat has begun to creep into grassland habitats. This should not be undertaken where only scattered scrub is present at the edges of the boundaries between these habitats and should only be undertaken where more dense scrub establishes.
Project Life Term	Traditional Orchard & Rural Trees	Failed specimens	Failed specimens observed at any point during the management plan period.	Replacement planting with like for like species of failed specimens.
Project Life Term	Traditional Orchard	Damage to established trees from deer	More than 5% of trees are showing signs of damage by browsing, bark stripping or rubbing.	Create a deer management plan.
Project Life Term	Traditional Orchard	Species richness of the grassland is not equivalent to a medium distinctiveness grassland	Perennial rye-grass is recorded at a frequency of dominant or abundant beyond year 5.	Initiate a second round of seeding following the prescriptions provided for the grassland field compartment(s) which are falling short of this target.
Project Life Term	Rural Trees	Tree Health	Either: • More than 10% mortality rate of trees; or • Any of the following high-risk disease or pests are present: ○ Acute/Chronic Oak Decline ○ *Anoplophora chinensis* ○ *Anoplophora glabripennis* ○ Ash Dieback ○ Asian Longhorn beetle ○ Bronze Birch borer ○ *Cryphonectria parasitica* ○ Emerald Ash borer ○ *Gibrella circinata* ○ *Ips duplicatus* ○ *Ips typographus* ○ *Phytophthora lateralis* ○ *Phytophthora kernoviae* ○ *Phytophthora ramorum* ○ *Phytophthora austrocedrae* ○ *Phytophthora spp* ○ Pine Lappet Moth ○ Pine Processionary Moth	If an action is triggered, take arboricultural advice and follow current Forestry Commission guidance[2] regarding management and best practice if felling or pollarding of diseased trees is the most appropriate option.

[2] https://www.gov.uk/guidance/find-a-specific-tree-pest-or-disease

			○ Horse Chestnut Bleeding Canker ○ *Ips amitinus* ○ Red Band Needle Blight ○ Weevils	
Project Life Term	Ditch	Marginal vegetation diversity loss.	Monitoring will check fringe of aquatic marginal vegetation. Where significant losses in vegetation result in more than 15% loss in diversity, action will be required.	Replacement planting and reseeding will take place where stretches of the ditches do not support vegetation.

4. Monitoring Schedule

To deliver BNG, a robust strategy is critical to monitor successes and challenges. Routine monitoring informs progress and facilitates the required management plan updates at set intervals.

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)

The site will be monitored at varying degrees from establishment through to its long-term management. The site will be monitored annually for the first two years, by competent ecologists to review how the establishment of the proposed habitats is progressing. The key observations during this period will be to determine whether habitats are successfully establishing and whether or not supplementary action or replacement is required.

Following establishment longer-term management will take place, with monitoring also be undertaken every 5 years. The key elements of this monitoring will be to review whether the long-term management practices are achieving (and then maintaining) the targeted condition scores for the proposals. During this period, adaptive management measures will be reviewed to determine whether there are any opportunities to alter management to encourage additional habitat enhancements.

The ditch and existing rural trees will be monitored throughout the 30-year period as they are already established habitats which will not be enhanced through the proposals. Monitoring will ensure that the habitats are conserved with additional remedial management measure to be implemented where risk factors occur.

It is expected that the 30-year monitoring period will commence following the completion of the establishment works. Where there is a delay in the establishment works, this monitoring strategy will extend to year 35 (if required) to allow for 30 years monitoring to be completed.

5 years maximum period to establish all of the habitats. This could result in a maximum of 5 separate cycles. There are two years walkover/light touch survey to comment on progress following completion of the establishment works of each phase and then all phases fall in line with the 5-year full survey cycle of the first phase, with a final survey in year 30 of the last phase.

Worse-case scenario of 5 years establishment;

Year 1 - part of site allocated, RB signs off creation

Year 2 - part of site allocated, RB signs off creation, progress monitoring of Year 1 establishment, RB signs off monitoring

Year 3 - part of site allocated, RB signs off creation, progress monitoring of Year 1 and 2 establishment, RB signs off monitoring

Year 4 - part of site allocated, RB signs off creation, progress monitoring of Year 2 and 3 establishment, RB signs off monitoring

Year 5 - last allocation of habitat area, RB signs off creation, formal monitoring of allocations Year 1 - 4, RB signs off monitoring. Reduction in Gain site if necessary, via modification to HMMP & GIS to areas allocated, RB signs off reduced area so it can be submitted to BGSR

Year 6 - progress monitoring of Year 4 and 5 establishment, RB signs off monitoring

Year 7 - progress monitoring of Year 5 establishment, RB signs off monitoring

Year 10 - formal monitoring whole of allocated area, RB signs off monitoring

Year 15-35 - monitoring cycle every 5 years, RB signs off monitoring

Monitoring Methods and Intervals MS-T01

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other Neutral Grassland	During the establishment phase of grassland (Years 1-9) grassland monitoring will focus on determining the DAFOR abundances of plants present throughout the sward and whether a sufficient number of species	Monitoring will include a walkover in years 1 and 2, with a report to identify progress and remedial measures. Full habitat condition assessments will

	within the seed mixes used have established. It will also be important to monitor the percentage coverage of palatable grasses. During years 10-30, grasslands will be monitored by reviewing the following factors: • Species diversity per m^2 • Percentage cover of bare ground • Percentage cover of scrub/bracken • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes • Sward height diversity • Level of poaching or trampling damage Grassland monitoring will be undertaken between May-August. If ONG areas are exhibiting condition factors associated with the nearby higher distinctiveness habitats, the management plan will be updated to reflect this.	be in year 5 from completion of the first establishment works and every 5 subsequent years until Year 30, with an additional full survey in year 30 from the completion of the last establishment works. Surveys to be completed between May and August
Mixed Scrub	During years 1-5 of the management plan period, individual specimen scrub plants will be monitored for their health. The abundance of species indicative of sub-optimal condition and the presence of non-native invasive species will also be reviewed. Throughout the remainder of management period, scrub will be monitored for: • The number of native scrub canopy species in each block • The percentage cover of various age ranges of scrub throughout scrub blocks • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • The character of edge habitats The presence of clearings, glades and rides	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Scrub monitoring will be undertaken between May-September.
Traditional Orchard	During the establishment phase of the grassland within the orchard (Years 1-10), monitoring will focus on determining the DAFOR abundances of plants present throughout the sward and whether a sufficient number of species within the seed mixes/green hay used have established. It will also be important to monitor the percentage coverage of palatable grasses. The trees will be monitored for their health, success of formative pruning and any signs of damage. The levels of scrub across the orchard will also be monitored. During years 10-30, orchard will be monitored by reviewing the following factors: • Tree health • Species diversity per m^2 • Percentage cover of bare ground • Percentage cover of scrub/bracken • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Orchard monitoring will be undertaken between May-August.

	• Sward height diversity • Level of poaching or trampling damage Orchard monitoring will be undertaken between May-August.	
Hedgerow	During Years 1 and 2 of the establishment works phase, monitoring will involve a walkover with observations made, including completion of establishment works. Individual specimen hedgerow plants will be monitored for their health. The abundance of species indicative of sub-optimal condition and the presence of non-native invasive species will also be reviewed. Throughout the remainder of management period starting from Year 5, the hedgerow will be monitored for: • Height and Width • Any gaps present • Percentage cover of ground disturbance • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species	Year 1, 2, 5, 10, 15, 20, 25, 30 Surveys to be completed between May and August.
Individual Trees	To be undertaken newly planted small trees During Years 1 and 2 of the establishment works phase, individual trees will be monitored for their health. The abundance of species indicative of sub-optimal condition and the presence of non-native invasive species will also be reviewed. Throughout the remainder of the management period starting from Year 5, individual trees will be monitored for: • Trees achieving maturity • Any vandalism or adverse impacts from human activity • Pruning activities • The presence of vegetation under the tree canopy area	Years 1, 2, 5, 10, 15, 25, 30 Surveys to be completed between May and August.
PRoW (Public Right of Way)	To be maintained throughout the life of the project ensuring that the stiles are maintained and kept clear of vegetation. No fences or obstructions will be implemented, allowing the public to freely use the footpath.	Stiles to be checked annually to ensure that vegetation is not blocking access. If the stile is impassable due to overgrowth of vegetation, then the vegetation must be cut back to ensure that the gates can fully open. It is important that any cutting of the scrub or hedgerows are done outside of nesting bird season (March to August). Therefore, it is essential to do this from October – February in the winter months and to only cut what is impacting the stile or clearance of the path. The footprint of the public right of way represents a relatively small area of the arable parcel (F1) it is found in there it is unlikely to significantly restrict the overall condition of the proposed mixed scrub. Monitoring will allow the PRoW's to be assessed regularly and where negative impacts on condition are recorded the management strategy can be changed appropriately.

		Signage to remind members of the public to stay on PRoW's and keep dogs on leads will be installed on all gate entrances as well as signage for picking up dog waste. Signage will highlight appropriate use of public rights of way for conservation purposes.

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare for your monitoring report for the Local Planning Authority or Responsible Body. You should monitor each habitat type comprising the BNG project. Provide sufficient detail for the reviewing authority to assess the progress. The 'Monitoring Report Template' can help you do this. The requirements and regularity with which the monitoring reports are required are at the discretion of the LPA or Responsible Body. Prepare the monitoring requirements below.

Monitoring Report Schedule MS-T02

Provide details of the person or organisation that will be responsible for submitting the monitoring reports. Also state the responsible organisation for receiving and reviewing the reports.

Organisation Responsible for Submitting the Monitoring Reports	Organisation Receiving and Responsible for Reviewing Reports
Wild Capital	Responsible Body

Provide details of when the monitoring surveys and reports will be undertaken and submitted. You can extend the table and adjust according to your required schedule.

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	December	September - November	Report on results of initial habitat creation measures and provide recommendations.
Y2	December	September - November	Report an update on habitat creation and habitat progression and provide recommendations.
Y5	December	September - November	Begin detailed monitoring as prescribed above. Depending on the progress of habitats, review management techniques and update HMMP
Y10 – Y30	December	September - November	Depending on the progress of habitats, review management techniques and update HMMP

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)

The monitoring survey reports will be received and reviewed by the appointed, appropriately experienced ecologist.

When a recommendation is made to the landowner to ensure objectives compliance, it will be ensured through communication between the ecologist and the landowner that this is addressed within that year through adaptive management.

The site's management plans will be reviewed every five years, capturing any necessary changes in management required to achieve the target habitat prescriptions and conditions.

It is important to note that any significant changes to management prescriptions that could alter the expected outcomes will be discussed and agreed upon with the relevant authority before implementation.

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Schedule 6

Allocation Notice

Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

Date:

ALLOCATION NOTICE

1 DEFINTIONS

1.1 In this Notice the following expressions shall have the meanings indicated:

Allocation Agreement	means the agreement for the allocation of the Biodiversity Units dated [ ] made between (1) the Owner and (2) the Buyer
Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
Biodiversity Units	means [ ] *[Drafting Note: This should clearly set out the number, location and type of Biodiversity Units that is to be the subject of the purchase]*
BNG Capacity Report	means the report appended to this Notice which indicates the remaining Biodiversity Units in the Parcel
Buyer	[ ] (Company Registration Number [ ] whose registered address is at [ ]
Buyer's Development	the development of land at [ ] pursuant to a planning permission (ref: [ ]) dated [ ]
Conservation Covenant	means the conservation covenant dated [ ] made between (1) the Owner and (2) the Responsible Body
Landowner	**WILD CAPITAL 1 PROPCO 8 LTD** (Co Regn No 15931988) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ
Parcel	means activated Parcel [ ] (as referenced In the Parcel Activation Notice)
Parcel Activation Notice	means a notice dated [ ] by which the Responsible Body validated the Parcel for the allocation of Biodiversity Units to developments

Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

Responsible Body	**THE LAND RESTORATION TRUST** (Co Regn No 5077263) whose registered address is 7 Birchwood One, Dewhurst Road, Birchwood, Warrington WA3 7GB

2 ALLOCATION NOTICE

2.1 The Parcel Activation Notice has been served In relation to the Parcel.

2.2 In accordance with clause 6 of the Conservation Covenant, the Owner hereby notifies the Responsible Body that on [ ] the Owner has allocated the Biodiversity Units to the Buyer pursuant to the Allocation Agreement.

2.3 The Biodiversity Units are to be allocated solely for the Buyers Development.

2.4 The Owner hereby confirms that the Biodiversity Metric for the purposes of the Parcel remains the same as agreed pursuant to the Conservation Covenant.

2.5 The BNG Capacity Report annexed to this Notice clearly indicates the remaining Biodiversity Units.

Signed on behalf of Owner …….

Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

Schedule 7

Parcel Activation Notice

Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

PARCEL ACTIVATION NOTICE

1 DEFINTIONS

1.1 In this Notice the following expressions shall have the meanings indicated:

Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
Biodiversity Units	means the units of biodiversity value (as identified in the Biodiversity Metric) to be created on the Parcel
Conservation Covenant	means the conservation covenant dated [ ] made between (1) the Owner and (2) the Responsible Body
Landowner	**WILD CAPITAL 1 PROPCO 8 LTD** (Co Regn No 15931988) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ
Parcel	means such area of land shown edged red on the Plan and known as "Parcel [ ]"
Plan	means the plan appended to this notice
Responsible Body	**THE LAND RESTORATION TRUST** (Co Regn No 5077263) whose registered address is 7 Birchwood One, Dewhurst Road, Birchwood, Warrington WA3 7GB
Works Plan	means the works plan appended to this Notice, which identifies the budget for carrying out the creation, enhancement and management of the habitat within the Parcel

2 PARCEL ACTIVATION NOTICE

2.1 In accordance with clause 6 of the Conservation Covenant the Owner hereby notifies the Responsible Body that the Owner requires the activation or the Parcel.

2.2 The Parcel allows for the potential delivery of [ ] Biodiversity Units.

2.3 The Parcel is [ ] hectares.

Docusign Envelope ID: 447608F8-82EC-413B-9EB5-FEDAEE4E0CB0

2.4 The Works Plan has been updated where required in relation to this Parcel and is appended to this Notice.

2.5 All other activated parcels (if any) are shown edged blue on the Plan.

Signed on behalf of Owner …….

Signed on behalf of the Responsible Body……

Executed as a Deed by the Land Restoration Trust acting by a Director and its Secretary or by two Directors

Signed by:
Janet Dugdale
416179E72D08408...

Signature of Director

Janet Dugdale

Print name

DocuSigned by:
65B67C9175C34FF...

Signature of [Director/Secretary]

Jamie Obank

Print name

Executed as a Deed by the **Wild Capital 1 Propco 8 Ltd** acting by a Director and its Secretary or by two Directors

DocuSigned by:
Ben Perry
F5B386C45EC849B...

Signature of Director

Ben Perry

Print name

Signed by:
Toby Peters
71096B4ED36843C...

Signature of [Director/Secretary]

Toby Peters

Print name