GE000086-0001

**DATED** 9th October **2025**

**TENDRING DISTRICT COUNCIL** **(1)**

**and**

**GEORGE THOMPSON (GREAT OAKLEY) LIMITED** **(2)**

# SECTION 106 AGREEMENT

**Relating to the creation of a Habitat Bank delivering Off-Site Biodiversity Mitigation on Land adjoining Parkers Farm, Oakley Road, Manningtree and Land at Brook Farm Stones Green Road, Great Oakley, Harwich**

**Planning Ref. No. 25/00165/HAB**

**Contents**

PARTIES ..... 3
RECITALS ..... 3
1. DEFINITIONS AND INTERPRETATION ..... 4
2. LEGAL BASIS ..... 11
3. ACKNOWLEDGEMENT AND AGREEMENT ..... 11
4. THE OWNER'S COVENANTS ..... 12
5. MISCELLANEOUS ..... 12
6. WAIVER ..... 13
7. DISPUTE PROVISIONS ..... 13
8. NOTICES ..... 14
9. TERMINATION AND VARIATION ..... 14
10. JURISDICTION ..... 15
11. DELIVERY ..... 16
12. INTEREST AND LATE PAYMENT ..... 16
13. VAT ..... 16
14. COSTS ..... 16
SCHEDULE 1 ..... 18
SCHEDULE 2 - COVENANTS ..... 19
Part 1 – The Owner's Covenants ..... 19
Part 2 - The Councils Covenants ..... 25
APPENDIX 1 - PLAN ..... 27
APPENDIX 2 – HMMP ..... 28
APPENDIX 3 – PROFORMA ALLOCATION NOTICE ..... 29
APPENDIX 4 – LETTER FROM BARCLAYS BANK PLC ..... 30

**DATE** 9th October **2025**

**PARTIES**

(1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE ("the Council"); and

(2) **GEORGE THOMPSON (GREAT OAKLEY) LIMITED** (Co. Regn. No. 00452161) whose registered address is situated at Brook Farm, Stones Green Road, Great Oakley, Harwich, CO12 5BN of ("the Owner").

together "the Parties"

**RECITALS**

1. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the BNG Land is situated and by whom the obligations contained in this Deed are enforceable.
2. The Owner who is also the Gain Site Operator is the registered freehold owner of the BNG Land which is registered at the Land Registry under title numbers EX876745 and AA47507 free from any encumbrances that would prevent the Owner from entering into this Deed.
3. As at the date of this Deed, Barclays Bank PLC is the beneficiary of a charge over the part of the BNG Land registered at the Land Registry under title number AA47507 dated 30 May 2018 but, as set out in the letter at Appendix 4 to this Deed, will be releasing their charge over the BNG Land and, therefore, are not a party to this Deed.
4. The 2021 Act introduces a mandatory requirement for biodiversity net gain with consequential amendments being made to the 1990 Act which specify under Schedule 7A of the 1990 Act that the post-development biodiversity value of development must exceed the pre-development biodiversity value by at least 10%, where the planning application is submitted on or after 12 February 2024 (and 2 April 2024 in the case of "small development" as defined in Regulation 3 of The Biodiversity Gain Requirements (Exemptions) Regulations 2024).
5. The Owner wishes to secure the BNG Land for the provision of off-site biodiversity units.

6. The Parties have agreed to enter into this Deed to secure the provision management and maintenance of the BNG Land to provide a Biodiversity Net Gain satisfying the requirements of Schedule 7A of the 1990 Act.

NOW THIS DEED WITNESSES AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

**1.1** For the purposes of this Deed the following expressions shall have the following meanings:

| | |
|---|---|
| **"1990 Act"** | the Town and Country Planning Act 1990 (as amended); |
| **"2021 Act"** | the Environment Act 2021 (as amended); |
| **"Agri-Environment Scheme"** | any Government programmes set up to help landowners manage their land in an environmentally friendly way including but not limited to Sustainable Farming Incentive, Countryside Stewardship, Environmental Stewardship or Landscape Recovery; |
| **"Allocation"** | means attributing any BNG Capacity, whether in respect of Biodiversity Units or BNG Land, by the Owner toward a development's requirement to deliver biodiversity (and **Allocate** and **Allocated** and **Allocations** shall be construed accordingly); |
| **"Allocation Notice"** | means a notice served on the Council by the Owner confirming the Allocation of Biodiversity Units in the form of the proforma notice appended hereto at Appendix 3; |
| **"Area Habitat Land"** | means the area in hectares specified in the HMMP which would generate BNG, as measured in Area Habitat Units by the Biodiversity Metric, following the implementation and carrying out of the HMMP and management and monitoring of the relevant Habitat Creation and Enhancement Works in accordance with the HMMP; |
| **"Area Habitat Units"** | means 73.68 area habitat units as measured by the Biodiversity Metric specified in the |

| | |
|---|---|
| | HMMP but which unit figure may vary with amendments to the HMMP; |
| **"Biodiversity Metric"** | means the statutory biodiversity accounting tool published by the Department for Environment, Food & Rural Affairs ("DEFRA") or Natural England (or any successor body) 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 Gain Site Register"** | means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations; |
| **"Biodiversity Net Gain" or "BNG"** | means an increase in Biodiversity Units resulting from implementing the HMMP (as measured using the Biodiversity Metric) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act; |
| **"Biodiversity Objective"** | the implementation and carrying out of the HMMP and management and monitoring of the relevant Habitat Creation and Enhancement Works in accordance with the HMMP on the BNG Land to generate together the Area Habitat Units and the Hedgerow Units and achieve the Biodiversity Net Gain; |
| **"Biodiversity Unit(s)"** | means the quantum of biodiversity as measured by the Biodiversity Metric and where Biodiversity Units is referred to in this Deed it includes the Area Habitat Units and the Hedgerow Units; |
| **"BNG Capacity"** | means the total Biodiversity Net Gain to be generated on the BNG Land comprising the:<br>(a) Area Habitat Land; and<br>(b) Hedgerow Length<br>resulting from the implementation, carrying out and maintenance of the relevant Habitat |

| | |
|---|---|
| | Creation and Enhancement Works in accordance with the HMMP; |
| **"BNG Land"** | the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the plan attached to this Deed; |
| **"Breach Notice"** | means a notice which may be served by the Council in the event of a Material Breach; |
| **"Commencement Date"** | means the date upon which the Habitat Creation and Enhancement Works have commenced; |
| **"Completion"** | means completion of the Habitat Creation and Enhancement Works to the reasonable satisfaction of the Council as set out in the HMMP and confirmed in the Completion Certificate (and **Completed** shall be construed accordingly); |
| **"Completion Certificate"** | means a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council issued by the Council under paragraph 8(b)(i) of Schedule 2; |
| **"Completion Date"** | means the date specified in the Completion Certificate as the date the Habitat Creation and Enhancement Works are completed to the satisfaction of the Council; |
| **"Deed"** | means this Deed and all Schedules and appendices attached hereto; |
| **"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; |
| **"Expert"** | has the meaning given by Clause 8 of this Deed; |
| **"Gain Site Operator"** | the person/company responsible for the management of the BNG Land in accordance with the HMMP; |

| | |
|---|---|
| **"Habitat Creation and Enhancement Works"** | the works to create and/or enhance habitat on the BNG Land as set out in the HMMP (excluding any management or monitoring activities specified in the HMMP); |
| **"Hedgerow Length"** | means the length in kilometres specified in the HMMP which would generate BNG, as measured in Hedgerow Units by the Biodiversity Metric, following the implementation and carrying out of the HMMP and maintenance of the relevant Habitat Creation and Enhancement Works in accordance with the HMMP; |
| **"Hedgerow Units"** | means 8.53 hedgerow units as measured by the Biodiversity Metric as specified in the HMMP but which unit figure may vary with amendments to the HMMP; |
| **"HMMP"** | means the Habitat Management and Monitoring Plan which contains written narrative and spatial mapping details for BNG on the BNG Land appended to this Deed at Appendix 2 (as may be updated or varied by agreement with the Council in writing from time to time); |
| **"Index"** | the "All Items" index figure of the Index of Retail Prices (RPI All Items Index) published by the Office for National Statistics or any such alternative index or comparable measure of price inflation as shall replace such index or as the Council reasonably requires; |
| **"Index Linked"** | means increased by applying the RPI All Items Index: Jan 1987 = 100 published by the Office for National Statistics using the formula A = B x C divided by D - where A is the amount actually payable- B is the amount specified as payable – C is the RPI All Items Index two months before the date of payment – and D is the RPI All Items Index two months before the date of this Deed; |
| **"Material Breach"** | means where the Owner has failed to act in accordance with the HMMP and/or the terms of this Deed to the detriment of the Biodiversity Objective; |
| **"Modification Notice"** | means a notice given to the Council: |

| | |
|---|---|
| | (a) identifying land which at the date of the notice:<br>(i) forms part of the BNG Land;<br>(ii) has not been Allocated; and<br>(iii) which is proposed to be removed from the BNG Land;<br>(b) signed by all parties liable under Clause 4 at the date of the notice;<br>(c) providing a certificate by a registered conveyancer that the information provided in respect of (a) is correct at the date of the notice;<br>(d) including a draft:<br>(i) modified Habitat Management and Monitoring Plan to reflect the area to be removed; and<br>(ii) application to amend the Registration so it accurately reflects the consequences of such a modification;<br>and<br>(e) requesting the Council's confirmation that the notice is valid; |
| **"Monitoring Fee"** | means £26,273.01 (Twenty Six Thousand Two Hundred and Seventy Three pounds and One pence) Index Linked payable in accordance with Schedule 2 of this Deed to cover the Council's reasonable and proper costs of monitoring compliance with this Deed for the duration of the HMMP; |
| **"Monitoring Report"** | means the monitoring reports to be issued to the Council as specified in the HMMP. |
| **"Natural England"** | the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment of England; |
| **"Plan"** | the plan at Appendix 1 indicating the BNG Land outlined in red |
| **"Register"** | means act of applying for Registration on the Biodiversity Gain Site Register (and Registered shall be construed accordingly); |

| | |
|---|---|
| **"Registrar"** | means the registrar of the Biodiversity Gain Site Register; |
| **"Registration"** | means the record on the Biodiversity Gain Site Register of the BNG Land, the BNG Capacity, the Remaining BNG Capacity, and any Allocations; |
| **"Relevant Event"** | means any of the following events:<br>a change in the law and/or national policy; or<br>a decision of a Court, tribunal, Secretary of state or other decision maker with competence,<br>that results in Biodiversity Net Gain not being required by law or all or any part of the BNG Land the subject of this Deed no longer being considered to be an effective form of Biodiversity Net Gain; |
| **"Remaining BNG Capacity"** | means the available BNG Capacity on the Biodiversity Gain Site Register which can be Allocated to a development; |
| **"Set-up Fee"** | means £849.60 (Eight Hundred and Forty Nine pounds and Sixty Pence) payable in accordance with Schedule 2 of this Deed to cover the Council's reasonable and proper costs of assessing and approving the HMMP and any other documents submitted as part of or in support of this Deed; |
| **"Variation Event"** | means any of the following events that would have a material impact on the delivery of any BNG in respect of the Remaining BNG Capacity:<br>(a) a change in Natural England's guidance or policies;<br>(b) a change in scientific opinion based on evidence;<br>(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;<br><br>(e) the BNG Land 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<br><br>(f) such other event as may be agreed between the Parties as constituting a Variation Event; |
| **"Working Day"** | Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England and "Working Days" shall be construed accordingly. |

1.2 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner.

1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

1.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

1.7 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

1.8 The headings are for reference only and shall not affect the construction of this Deed.

1.9 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or

thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

## 2. LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as appropriate as local planning authority against the Owner and their successors in title.

## 3. ACKNOWLEDGEMENT AND AGREEMENT

3.1 The Council hereby acknowledges and agrees that:

3.1.1 the management of the BNG Land pursuant to the HMMP would generate the BNG Capacity (calculated as at the date of this Deed);

3.1.2 it has no reason to believe that the management of the BNG Land pursuant to the HMMP would not meet the criteria necessary for the scheme to be registered on the Biodiversity Gain Site Register;

3.1.3 the submission of a completed Allocation Notice in connection with a development shall be sufficient evidence that the relevant development has acquired the number of Biodiversity Units stated on the Allocation Notice PROVIDING THAT:

i. the BNG Land is Registered on the Biodiversity Gain Site Register; and

ii. that Allocation detailed in the Allocation Notice is Registered on the Biodiversity Gain Site Register;

3.2 the effect of this Deed is to:

3.2.1 achieve the Biodiversity Objective; and

3.2.2 enable the BNG Land or any Allocation Notice to be recorded in the Biodiversity Gain Site Register in accordance with Schedule 2 of this Deed

(together, the "Common Purposes").

3.3 The parties agree to act in good faith to achieve the Common Purposes and the Council shall, at the reasonable cost of the Owner, promptly provide such assistance as the Owner shall require to enable the registration of the BNG Land and/or any Allocation Notice on the Biodiversity Gain Site Register.

3.4 The parties further agree to vary this Deed by a deed of variation where necessary to achieve any one or more of the Common Purposes.

3.5 The Owner warrants that it is the freehold owner of the BNG Land and has full power and capacity to enter into this Deed to bind the land and its successors in title and that no other party has any charge over or any interest which would require them to be a party to this Deed or whose consent is necessary to make this Deed binding on the BNG Land and all estates and interests therein.

3.6 The Owner warrants that the Habitat Creation and Enhancement Works and their management as described in the HMMP are not otherwise funded by an Agri-Environment Scheme.

## 4. THE OWNER'S COVENANTS

4.1 The Owner hereby covenants with the Council to perform its obligations as set out in this Deed and Schedule 2 to this Deed so as to bind the BNG Land and each and every part thereof.

## 5. MISCELLANEOUS

5.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

5.2 This Deed shall be registrable as a local land charge.

5.3 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith upon written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

5.4 Where the agreement approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director of Planning and Communities or on his behalf (or the officer of the Council fulfilling such functions)

5.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the legality validity or enforceability of the remaining provisions of this Deed

5.6 No person shall be liable for any breach of any of the provisions of this Deed after it shall have parted with its entire interest in the BNG Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the BNG Land notwithstanding the retention of easements or the benefit of covenants restrictions or reservations which shall not constitute an interest for the purposes of this clause

5.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council under all

statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

## 6. WAIVER

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

## 7. DISPUTE PROVISIONS

7.1 In the event of any dispute or difference arising out of the terms of this Deed such dispute or difference may, subject to Clause 7.4, 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.

7.2 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.

7.3 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:

a) each Party to the dispute must submit its first representations to the person appointed under Clause 7.1 above within 28 days of the person appointed writing to the parties requesting such representations; and

b) once the parties to the dispute have received the first representations that each has submitted to the person appointed under sub-Clause (a) above, they shall have a further 14 days to submit to the person appointed their response to these first representations.

7.4 This Clause does not:

a) affect the Council's ability to apply for and be granted:

i. declaratory or injunctive relief, specific performance, payment of any sum, damages or any other means of enforcing this Deed; or

ii. consequential and interim orders and relief;

b) not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts;

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

d) 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.

## 8. NOTICES

8.1 Any notice or other consent, approval or other document given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or such alternative address (which must be based in England or Wales) for the service of subsequent notices or other written communications.

8.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The Council: The Head of Planning and Building Services Town Hall Station Road Clacton-on-sea CO15 1SE and via email to obligations@tendringdc.gov.uk marked for the attention of the S106 Officer

The Owner: at Brook Farm, Stones Green Road, Great Oakley, Harwich, CO12 5BN

8.3 Any notice or other consent, approval or other document shall be deemed to have been received:

8.3.1 if delivered by hand, at the time the notice is left at the proper address; or

8.3.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second (2nd) Working Day after posting; or

8.3.3 If sent by email, on the day that email is acknowledged.

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

8.5 A notice under this Deed may be given by email where agreed by the parties.

## 9. TERMINATION AND VARIATION

9.1 This Deed may be terminated in respect of any or all of the BNG Land which has not been Allocated to developments within five years of the date of this Deed and in respect of which the Owner has sought and received written confirmation from Natural England for the removal of any or all of the BNG Land from the Biodiversity Gain Site Register under Regulations 24 and 25 of the Biodiversity Gain Site Register Regulations 2024 (as amended).

9.2 Prior to the termination of this Deed as provided by clause 9.1:

9.2.1 the Owner must first serve a Modification Notice on the Council in respect of the BNG Land that it proposes to modify or release from the obligations of this Deed; and

9.2.2 written confirmation has been given by the Council (or the Expert determines) that the notice is valid.

9.3 A Modification Notice may only be served in respect of the BNG Land or part thereof where no Allocations have been made at the date of the notice or no previous Modification Notices are awaiting confirmation or determination of their validity.

9.4 The Plan shall be modified (and the modified version noted on this Deed by way of memorandum) where the Council agrees (or the Expert determines) that the relevant Modification Notice is valid.

IT BEING AGREED THAT in the event of the Deed being terminated pursuant to clause 9.1 above: (i) the Council shall repay to the Owner such pro rata amount of the Monitoring Fee properly owing the Owner as a result of the modification or release of the BNG Land or part thereof subject to the provisions in Schedule 2 Part 2; and (ii) the Owner shall no longer be bound to use such BNG Land as has not been Allocated and has been deregistered from the Biodiversity Gain Site Register for the purposes of meeting the Biodiversity Objective.

IT ALSO BEING AGREED FOR THE AVOIDANCE OF DOUBT THAT in respect of any or all of the BNG Land which has been Allocated, the termination provisions from clause 9.1 above shall not apply to and any and all Allocated BNG Land will remain subject to the terms of this Deed.

9.5 In the event of a variation to the terms of this Deed as a result of an event occurring under this Clause 9 the Owner and the Council may by agreement make such changes to this Deed (with such changes to be documented in a deed of variation to this Deed) as are reasonably required to take account of the variation together with any consequential amendments and/or modifications to the HMMP following a reduction in BNG Land available for Allocation.

9.6 Where a Relevant Event occurs, the obligations in Clause 4 shall not apply in relation to any BNG Land which has not been Allocated at the date of the Relevant Event FOR THE AVOIDANCE OF DOUBT all Allocated BNG Land will continue to bound by this Deed.

9.7 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.

## 10. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

## 11. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## 12. INTEREST AND LATE PAYMENT

12.1 If any payment due under this Deed is paid late, interest calculated at the base lending rate of the Bank of England plus 4% (or such other rate the Council deems appropriate) and shall accrue on a daily basis from the date payment is due until the date of payment.

12.2 In addition to the requirement in clause 12.1 above in the event that any sum due to be paid by the Owner pursuant to this Deed shall not be received by the Council by the date that the sum is due then the Owner hereby covenants to pay to the Council within ten (10) Working Days of receiving a written request all reasonable costs that the Council has incurred as a result of or in pursuance of such late payment including but not limited to Council Officer time and any legal costs.

## 13. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## 14. COSTS

14.1 Upon the completion of this Deed the Owner covenants to pay to the Council its reasonable and proper legal costs in a sum not to exceed Four Thousand Nine Hundred and Fifty Pounds (£4950.00) in connection with the negotiation and completion of this Deed.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written

[redacted]

SEAL REGISTER
19085
NUMBER

[redacted]

## SCHEDULE 1

### Details of Owner's Title and Description of the BNG Land

Freehold land (i) adjoining Parkers Farm, Oakley, Manningtree and (ii) land at Brook Farm, Stones Green Road, Great Oakley, Harwich registered with Land Registry with title numbers EX876745 and AA47507 respectively and shown edged Red for identification only on the Plan.

## SCHEDULE 2 - COVENANTS

**Part 1 – The Owner's Covenants**

**1. REGISTRATION**

1.1 The Owner covenants with the Council as follows:

1.1.1 to Register the BNG Land with the Registrar prior to or on the first Allocation; and

1.1.2 do the following if an application to Register the BNG Land is unsuccessful, as soon as reasonably practicable:

1.1.2.1 notify the Council in writing;

1.1.2.2 remedy the defects in the application;

1.1.2.3 re-apply to Register the BNG Land on the Biodiversity Gain Site Register;

1.1.3 continue to notify the Council and remedy defects in any application until the BNG Land is Registered with the Registrar; and

1.1.4 not to amend the Registration without the Council's prior written approval, other than to record additional Allocations or where necessary to comply with this Deed.

1.1.5 apply to amend the Registration if directed by an Expert under Clause 8.

1.1.6 notify the Council in writing of the date of any Registration or amendment to the Registration within 10 Working Days of it occurring.

1.2 Where:

1.2.1 the Owner has Registered the BNG Land with the Registrar, and

1.2.2 no Allocation has occurred, and

1.2.3 a successful application has been made to remove the BNG Land from the Biodiversity Gain Site Register,

the Owner may apply to the Council to discharge this Deed in accordance with Clause 10.

**2. NOTICES**

2.1 The Owner covenants to notify the Council within 10 Working Days of:

2.1.1 Completion;

2.1.2 Registration of the BNG Land with the Registrar; and

2.1.3 each Allocation via submission of an Allocation Notice.

2.2 For the duration of the HMMP the Owner covenants to notify the Council at least 20 Working Days prior to any sale or disposition of or any part of its interest in the BNG Land and provide such details to the Council it requires to satisfy the Council of the ongoing management arrangements of the BNG Land.

2.3 In the event that the BNG Land is to be managed at any time by a person other than the Owner being the new Gain Site Operator the Owner covenants to notify the Council of the appropriate contact details for that person and notwithstanding this the Owner will continue to be bound by the covenants in this Deed and against who the covenants will be enforceable save where the legal interest in the BNG Land has been transferred to the new Gain Site Operator.

## 3. THE HABITAT CREATION AND ENHANCEMENT WORKS

The Owner hereby covenants with the Council as follows:

3.1 To carry out and complete the Habitat Creation and Enhancement Works in accordance with the HMMP.

3.2 Following completion of the Habitat Creation and Enhancement Works to invite the Council to inspect the BNG Land.

3.3 In the event that, following the inspection of the BNG Land, the Council is of the reasonable opinion that the Habitat Creation and Enhancement Works do not conform with the HMMP, to carry out promptly such works which, in the reasonable opinion of the Council are required to remedy the non-conformity within the timeframe agreed in writing by the Council, such works to be carried out to the reasonable satisfaction of the Council.

3.4 Upon receiving the Completion Certificate to monitor and maintain the Habitat Creation and Enhancement Works in accordance with the HMMP for a minimum of 30 (thirty) years from the Completion Date.

3.5 If any damage occurs to the BNG Land so as to harm the BNG Land, the Owner shall:

3.5.1 notify the Council as soon as possible of the nature of the damage;

3.5.2 provide a proposal for restoration of the damage;

3.5.3 comply with any reasonable direction of the Council relating to the restoration of the damage including any timeframes agreed in writing by the Council; and

3.5.4 complete the restoration of the damage in a timely manner and within any agreed timeframes, at the Owner's cost and to the reasonable satisfaction of the Council.

3.6 Not to Allocate any Biodiversity Unit:

3.6.1 while an application to amend the Registration is pending, unless:

(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.

3.6.2 if that Biodiversity Unit has already been Allocated.

3.7 Not to cause or permit anything to be done on the BNG Land which is not in accordance with the HMMP for a minimum period of 30 (thirty) years from Completion.

## 4. RECALCULATION OF BNG CAPACITY

4.1 To do the following where a Variation Event occurs and there is un-Allocated BNG Capacity:

4.1.1 not further Allocate any Remaining BNG Capacity until the Remaining BNG Capacity is agreed under sub-paragraph 4.1.2 of this Schedule (or determined by the Expert);

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

4.1.3 in the event of dispute over the calculation of the Remaining BNG Capacity under paragraph 4.1.2 of this Schedule, either Party may refer the matter to an Expert for determination;

4.1.4 upon receipt of written approval from the Council for the calculation submitted under paragraph 4.1.2 of this Schedule or by the Expert's determination under Clause 7, 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 BNG Land reflects the revised Remaining BNG Capacity (and where applicable any consequential amendments to the HMMP as agreed under paragraph 7 of this Schedule 2) as soon as reasonably practicable.

## 5. MONITORING

### 5.1 Monitoring Fee

The Owner covenants:

5.1.1 to pay the Set-up Fee on completion of this Deed; and,

5.1.2 to pay the Monitoring Fee within 10 Working Days of submission of the first Allocation Notice or such further date as may be agreed in writing by the Council subject to the nature of the Habitat Creation and Enhancement Works.

**5.2 Monitoring of BNG Land**

5.2.1 The Owner covenants to submit regular Monitoring Reports to the Council at the times set out in the HMMP and supply any other information the Council may reasonably require to enable the Council to monitor compliance with the HMMP.

5.2.2 from the Commencement Date, to allow the Council, its agents, and contractors with or without workmen and equipment to:

(a) enter onto the BNG Land at all reasonable times (following reasonable notice given in accordance with paragraph 9 of Schedule 2) to monitor compliance with:

(i) the obligations in this Deed; and

(ii) any Breach Notice;

and

(b) pass and repass across any land in the Owner's control which is necessary to gain access to for the purpose of accessing the BNG Land in accordance with paragraph 5.2.2(a) subject to promptly repairing any damage caused by such passing and repassing.

**6. ENFORCEMENT AND STEP-IN RIGHTS**

6.1 Where a Breach Notice is served, to notify the Council 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 Council that it disputes a Breach Notice (or it is unable to agree remedial steps under sub-paragraph 6.3:

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

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

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

a) 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 Council in writing);

b) use reasonable endeavours to agree the following with the Council within 20 Working Days of the notifying the Council that it accepts the Breach Notice:

i. the steps required to remedy the breach; and

ii. if applicable, any remedial works;

and

c) 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 Council under sub-paragraph 6.3 a)) in accordance with the details agreed under sub-paragraph 6.3 a).

6.4 In the event that the Expert determines that a Breach Notice needs to be served on the Owner, 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 the Breach Notice or Expert's determination in respect of a Breach Notice, to allow the Council, its agents, and contractors with or without workmen and equipment to enter the BNG Land at all reasonable times (following reasonable notice given in accordance with paragraph 9 of this Schedule 2) to carry out works reasonably necessary to comply with the requirement of the Breach Notice or the Expert's determination, as applicable and making good any damage caused by the carrying out of such works.

6.6 To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 6.56.5 within 20 Working Days of a notice requesting payment (such notice to include a breakdown of such costs).

**7. HABITAT MANAGEMENT AND MONITORING PLAN**

7.1 To notify the Council of any requested amendment to the Habitat Management and Monitoring Plan, such notice to include:

a) the proposed amended Habitat Management and Monitoring Plan;

b) a statement of reasons for such amendment; and

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

i. the use or management of the BNG Land in a manner consistent with its function to deliver Biodiversity Net Gain; and

ii. the continued functioning of the BNG Land for Biodiversity Net Gain or any existing Allocation.

7.2 Where the Council agrees (or the Expert determines) that an amended Habitat Management and Monitoring Plan is approved under paragraph 7.1 of this Schedule 2, to:

a) 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

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

7.3 In the event of a dispute over the proposed amendments to the HMMP either party may refer the matter to an Expert for determination.

**Part 2 - The Councils Covenants**

The Council covenants with the Owner as follows:

**8.** To:

(a) inspect the Habitat Creation and Enhancement Works within 30 Working Days following receipt of the notice of Completion under paragraph 2.1 of this Schedule 2;

(b) to do the following where the Habitat Creation and Enhancement Works are inspected under sub-paragraph 8 (a):

(i) promptly issue a Completion Certificate if the Habitat Creation and Enhancement Works have been Completed; or

(ii) promptly notify the Owner of any defects, if the Council determines that the Habitat Creation and Enhancement Works have not been Completed; and

(c) where the Owner issues a subsequent notice under paragraph 2.1 of this Schedule 2, re-inspect the Habitat Creation and Enhancement Works under paragraph 8(a)(a) of this Schedule 2 and to comply with paragraph 8(b)of this Schedule 2 until it issues the Completion Certificate.

**9.** To give not less than 10 Working Days' notice to the Owner of its intention to access the BNG Land for the purposes of inspection under Schedule 2 of this Deed to ascertain the Owner's compliance with its covenants under this Deed or a Breach Notice.

**10.** Where the Council considers that the Owner is not complying with its obligations under this Deed, and intends to take steps to remedy the breach in accordance with this Deed, to first notify the Owner:

(a) the reasons for alleging non-compliance;

(b) the steps it proposes the Owner should take to remedy any breach or non-compliance; and

(c) the reasonable time limits for the Owner to take these steps.

**11.** Where the Council 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 as otherwise agreed) or Expert's determination, as it considers appropriate (in is absolute discretion);

12. 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 in accordance with the step in rights set out in paragraph 6 of this Schedule 2 provided that the Council:

(a) provides reasonable notice that it, its agents, and contractors with or without workmen and equipment will enter the BNG Land and/or land in the Owner's control to access the BNG Land;

(b) ensures minimal damage and inconvenience to the Owner;

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

(d) issues to the Owner a full breakdown of the time spent and costs incurred in exercising its step-in rights under this Schedule 2 to be recovered by the Council in accordance with paragraph 6.6 of this Schedule 2.

13. In relation to any BNG Capacity calculation submitted under paragraph 4.1.2 of this Schedule to notify the Owner whether:

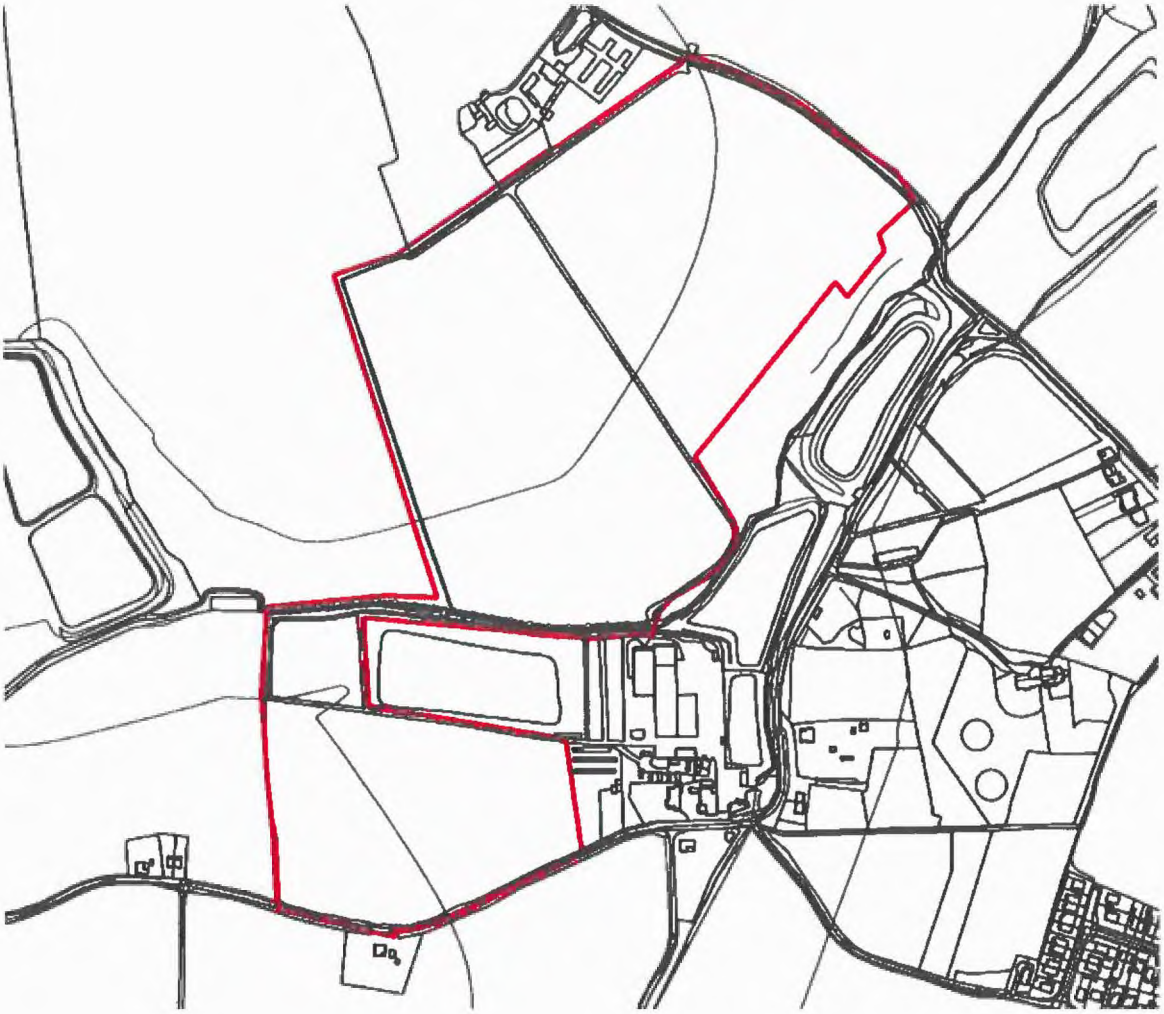
(a) the BNG Capacity calculation is approved; or

(b) why the BNG Capacity calculation is not approved.

14. To use the Set-up Fee and Monitoring Fee for its intended purpose and not for any other purpose.

15. That upon the termination of the obligations in this Deed arising under the provisions of clause 9.1 of this Deed and upon a request in writing to the Council to the return to the Owner any part of the Monitoring Fee which remains unexpended or committed for payment, as at the date of de-registration of the BNG Land or part thereof in accordance with the provisions of clause 9.1 the Council will at its discretion repay the unexpended or committed part of the Monitoring Fee to the Owner.

APPENDIX 1 - PLAN



[redacted]

APPENDIX 2 – HMMP

NATURAL ENGLAND

Department for Environment Food & Rural Affairs

# Habitat Management and Monitoring Plan

| | |
|---|---|
| **Site Name:** | Brook Farm, Great Oakley |
| **Date:** | 28/04/2025 |
| **Version:** | v1.2 |

Author: Adele Devonshire BSc MSc MCIEEM

Essex Ecology

Client: George Thompson (Great Oakley) Ltd

## Contents


1. **Project Background** ..... 2

Summary of Management Plan ..... 2
Site Boundary Plan PB-F01 ..... 3
Site Context Plan PB-F02 ..... 4
Phasing strategy ..... 5
Roles and Responsibilities ..... 5
Land Use Summary ..... 6
Site Context Photos PB-F03 ..... 6
Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01 ..... 8
Baseline and Environmental Information ..... 10

2. **Planned Management Activities** ..... 19

Principles Informed by Design Stage ..... 19
Habitat and Condition Targets PM-T01 ..... 20
Habitat Retention ..... 23
Habitat Retention Plan PM-F01 ..... 23
Creation, Enhancement and Management Targets and Prescriptions ..... 24
Habitat Creation and Management – Risk Register and Remedial Measures PM-T02 ..... 52

3. **Monitoring Schedule** ..... 53

Monitoring Strategy ..... 53
Monitoring Methods and Intervals MS-T01 ..... 53
Monitoring Reports ..... 55
Adaptive Management ..... 55


## 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 |
|---|---|---|---|
| V1.1 | FINAL | AD 14/05/24 | PH 16/05/24 |
| V1.2 | FINAL | AD 14/05/24 | |
| | | | |
| | | | |

## Document Details

Provide ownership, copyright and licensing information within this table.

| Authorship Details |
|---|
| Document Owner: Essex Ecology Ltd, Abbotts Hall Farm, Great Wigborough, Colchester, Essex, CO5 7RZ |
| Maps reproduced by permission of the Ordnance Survey® on behalf of The Controller of Her Majesty's Stationery Office. ©Crown Copyright. All rights reserved. Licence number AL 1000020327 |

# 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** | Off site BNG delivery |
| **Development Name and Address** | N/A |
| **BNG Project Name and Address** | Brook Farm, Gt Oakley, Essex, CO12 5BN |
| **Author Organisation** | Essex Ecology |
| **Landowner** | George Thompson (Great Oakley) Ltd |
| **Land Manager** | George Thompson (Great Oakley) Ltd |
| **Responsible person/organisation for creating or enhancing the habitat** | George Thompson (Great Oakley) Ltd |
| **Period covered by this management plan** | August 2024 until 30 Years from issue of Completion Certificate by TDC |
| **Planning authority** | Tendring District Council |
| **Planning reference (if applicable)** | n/a |
| **BNG register reference (if applicable)** | n/a |
| **Central OS grid reference** | TM185274 |
| **Metric revision/title** | Statutory biodiversity metric from February 2024 |
| **Are any Irreplaceable Habitats present onsite** | Yes: ☒ No: ☐ |

## Summary of Management Plan

### Habitats to be Retained, Created and Enhanced PB-B02

The project will create 6.3ha of broadleaved woodland, 2.7ha of wet woodland, 0.7ha of ponds, 5.5ha of mixed scrub, 2.8ha of traditional orchard, 1km of species-rich hedgerow in addition to enhancing 0.4ha of poor condition 'other neutral grassland' to become moderate condition.

This will be achieved through tree planting and seeding and careful management.

The boundary hedgerows, trees and watercourse will be retained and protected.

### Timescales for Actions PB-B03

Tree planting, seeding and other management actions will take place periodically as and when they are required.

### Monitoring Requirements PB-B04

Monitoring at Brook Farm will ensure that an adaptive, evidence-based management approach is used so that management can be tweaked or maintained in light of survey results. Mandatory monitoring to assess condition and presence of the target habitats will take place using the Statutory Metric condition tables and UKHabs mapping.

Year Ones Monitoring report will provide verification of habitat creation to that point. Years 2-5 will deliver reports to verify establishment and maturity of new habitats. Year 5 update will verify establishment and condition of habitats and allow for any updates to be delivered. Monitoring thereafter will be delivered on a 5 yearly basis.

### Required Consents and Licences PB-B05

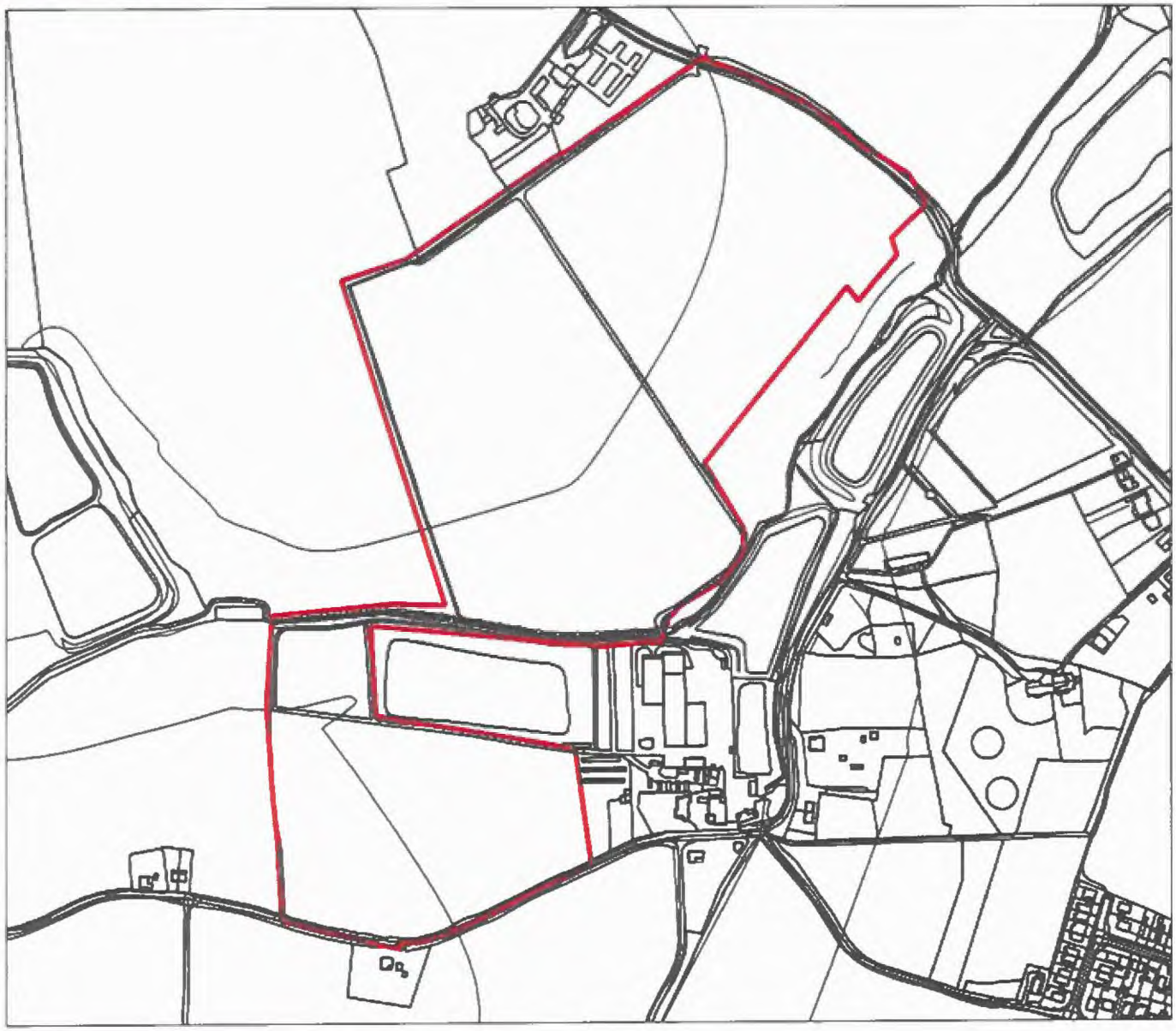
No consents or licences are required to deliver the BNG at Brook Farm.

### Funding PB-B06

Funding will be secured through payment from developers for Biodiversity Credits.

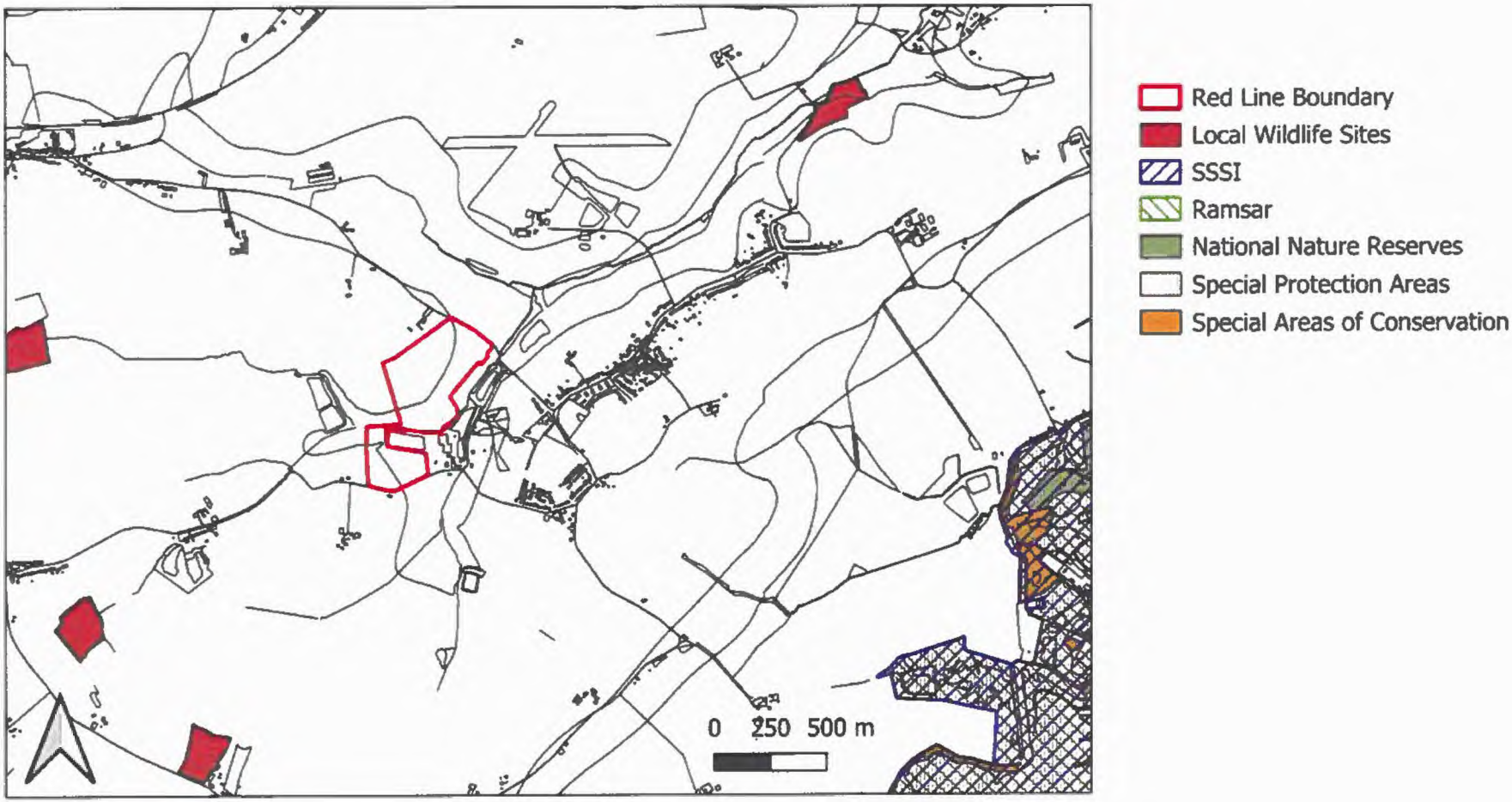
### Legal Agreement PB-B07

## Site Boundary Plan PB-F01



## Site Context Plan PB-F02

Plan showing nearest Local Wildlife Sites and Hamford Water SSSI, Ramsar, NNR, SPA and SAC to the south east. Site lies within the Tendring LPA. The site lies within the Northern Thames Basin national character area.



## Phasing strategy

| Will the proposed work measures be delivered in phases? PB-B08 | Yes: ☐ No: ☒ |
|---|---|

This management plan is a site wide management plan with all habitats to be created or initiated over the next 12 months. All habitat creation and enhancement works will be completed before the end of 2025. Subsequent measures are set out as part of the management, monitoring and reporting strategy.

## 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 | | Adele Devonshire | | |
| Organisation | | Essex Ecology Ltd | | |
| Responsibility | Start Date: | 2024 | End Date: | 30 yrs from ompletion certificate |
| Adele is a Senior Ecologist within Essex Ecology who has prepared this HMMP. | | | | |
| Statement of Competency | | | | |
| Adele has been a professional ecologist for over 15 years and is a full member of the Chartered Institute of Ecology and Environmental Management (CIEEM) She has caried out multiple Biodiversity Net Gain assessments using Natural England Metrics 2.0, 3.0 and 4.0. She has attended a course specific to the Metric and UK Habitat Classification. She has undertaken many Phase 1 habitat assessments and a wide range of protected species surveys including Great Crested Newt, reptile, Badger, bats, Water Vole and Otter surveys. She has prepared many habitat management plans and she holds a Natural England Great Crested Newt survey licence. | | | | |

| Landowner or Land Manager PB-B10 | | | | |
|---|---|---|---|---|
| Name or Initials | | Peter Thompson | | |
| Organisation | | George Thompson (Great Oakley) Ltd | | |
| Responsibility | Start Date: | 2024 | End Date: | 30 yrs from completion certificate |
| Pete is the site owner and heads up a team responsible for managing the farm and achieving the outcomes set out in this management plan. | | | | |
| Statement of Competency | | | | |
| Nature Based Farming t/a George Thompson (Great Oakley) Ltd is a 3rd generation farming and land management business. The company is BALI registered and led by directors with Horticultural and Agricultural qualifications with many years of experience delivering habitat & woodland creation and land management. | | | | |

| Management Organisation(s) Responsible for Implementing the HMMP PB-B11 | | | | |
|---|---|---|---|---|
| Name or Initials | | N/A | | |
| Organisation | | | | |
| Responsibility | Start Date: | | End Date: | |
| Statement of Competency | | | | |

| LPA or Responsible Body for Reviewing HMMP PB-B12 | | | | |
|---|---|---|---|---|
| Name or Initials | | | | |
| Organisation | | Tendring District Council | | |
| Responsibility | Start Date: | 2024 | End Date: | 30 yrs from completion certificate |
| Council will review monitoring reports in line with the monitoring plan. | | | | |

## Land Use Summary

### Overview of Baseline Site Use PB-B13

Site is currently a working farm with fruit and olive production. The majority of the site comprises arable, fruit and olive farmland with two large fields towards the north and a small field towards the south. An area of intensive apple orchard could be found towards the southwest of the site.

Several small parcels of neutral grassland could be found around the site, with grassy strips surrounding the field to the south and a strip of grassland to the south of the two large arable fields.

A narrow brook runs through the site from west to east flanked by trees and scrub. The boundary habitats have been excluded from the BNG assessment as condition results show that they are already considered in good condition, and do not present an opportunity for uplift.

### Overview of Proposed Site Use PB-B14

The site's use will be primarily for the benefit of wildlife and management will be based on achieving the habitat type and condition targeted. The traditional orchard will be managed un-intensively with fruit production as an added bonus rather than as a commercial activity.

A public footpath runs along the southern edge of the middle field.

## Site Context Photos PB-F03

Please include two overview photographs of the site in its current form here. Include additional photographs in an appendix if needed. Tick if additional photographs are provided in the Appendices

☐ Reference: Click or tap here to enter text.

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

Consider the Baseline and Environmental Information listed below. These are likely to be appropriate factors informing your proposals and project design. They can provide the reviewer with important contextual information for the management prescriptions provided later in this document. Use your professional judgement to determine which factors are relevant to your specific project.

Please use the check box to indicate which are included in your plan. For any not included, provide brief reasons why the factor is not relevant to your project using your professional judgement. Where this information is provided elsewhere, you can reference existing reports and, or, plans that have informed your decisions. For the templates for each heading see pages 3-20 of the Companion Document.

| 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? | ☒ | No direct or indirect effects on designated sites anticipated. Separate document – 'Brook Farm Biodiversity Net Gain Assessment report' |
| **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? | ☐ | Surveys for protected/notable species have not been carried out. |
| **Invasive Non-Native Species (INNS)** | Are any INNS present onsite that could affect the proposals? | | No INNS known to be present onsite that could affect the proposals. |
| **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? | ☐ | No direct or indirect effects on designated sites anticipated. Surveys for protected/notable species have not been carried out. |
| **Baseline Habitats Survey** | Is this current and important HMMP information located in a separate document? If so, provide details on where it is located. | ☒ | Separate document – 'Brook Farm Biodiversity Net Gain Assessment report' |
| **Public Access** | Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how? | ☐ | Public footpath still accessible, surrounding grassland retained and enhanced. |
| **Climate** | Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement? | ☐ | Possible wet woodland/ponds could be affected by low rainfall. |
| **Geology and Topography** | Any geological or topographical constraints or opportunities? | ☐ | Not that we are aware off. |
| **Agricultural Land Status** | Does the site support any land favourable for agricultural management? Could this affect the proposals? | ☐ | Not that we are aware off. |
| **Soils and Substrates** | Do soils and substrates present any constraints or opportunities? | ☐ | Not that we are aware off. |
| **Contaminated Land** | If there is any contaminated land, will this present any constraints? | ☐ | Not that we are aware off. |
| **Hydrology and Drainage** | Will the site hydrology present any constraints or opportunities? | ☒ | Hydrology report has been produced that indicates opportunities for pond. |
| **Flood Risk Zones** | Is the site within a flood risk zone? Will that present any site management risks? | ☐ | Not that we are aware off. |
| **Landscape Character and Designations** | Does the landscape character of the site present any constraints or opportunities? | ☐ | Not that we are aware off. |
| **Historic Land Use** | Does the historic land use present any constraints or opportunities? | ☐ | Not that we are aware off. |
| **Historic Environment and Earth Heritage** | Are there any historic environment designations? What are the implications for your plan? | ☐ | Not that we are aware off. |

| | | | |
|---|---|---|---|
| **Other – please specify** | Any other details - for example underground services or overhead powerlines, which may impact habitat management. | ☐ | None |

## 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 |
|---|---|---|---|
| Hamford Water National Nature Reserve | SSSI, SAC, SPA and Ramsar | 2.3 kilometres | Positive |
| Dengewell Wood | LoWS | 1.4 kilometres | Positive |
| Broadmeadow Wood | LoWS | 1.3 kilometres | Positive |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Summary of Designated Sites (BI-B01)**

Hamford Water National Nature Reserve, SSSI, SAC, SPA and Ramsar site lies approximately 2.3 kilometres to the east of the site.

The closest Local Wildlife Sites are Dengewell Wood, which is approximately 1.4 kilometres to the north west, and Broadmeadow Wood, which is approximately 1.3 kilometres to the south west of the site.

**Constraints and Opportunities for Project (BI-B02)**

There are no constraints posed to this HMMP by any nearby designated sites but the site will complement nearby designated sites by providing additional wildlife habitat much needed in the district.

## Baseline Habitats Survey

| Ecologist responsible for baseline surveys (BI-T03) | |
|---|---|
| Name or Initials | Adele Devonshire |
| Organisation | Essex Ecology Ltd |
| Survey Date | 23rd May 2023 and 15th February 2024 |

**Statement of Competency**

Adele has been a professional ecologist for over 15 years and is a full member of the Chartered Institute of Ecology and Environmental Management (CIEEM) She has caried out multiple Biodiversity Net Gain assessments using Natural England Metrics 2.0, 3.0 and 4.0. She has attended a course specific to the Metric and UK Habitat Classification. She has undertaken many Phase 1 habitat assessments and a wide range of protected species surveys including Great Crested Newt, reptile, Badger, bats, Water Vole and Otter surveys. She has prepared many habitat management plans and she holds a Natural England Great Crested Newt survey licence.

**Survey conditions and limitations**

Survey was carried out during suitable weather conditions and there were no significant constraints.

## Habitat Degradation

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

No evidence of habitat degradation was noted.

**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) |
|---|---|---|---|---|---|---|
| C1-C15, | Cropland - Cereal crops | No | No | N/A | N/A | 15.49 |
| C16-C18 | Cropland – Intensive orchards | No | No | N/A | N/A | 1.176 |
| G1-12,16-22 | Other neutral grassland | No | No | criteria A - fail<br>criteria B - pass<br>criteria C – pass<br>criteria D - pass<br>criteria E – fail<br>criteria F – fail | Poor | 1.42 |
| G23 & G24 | Other neutral grassland | No | No | criteria A - pass<br>criteria B - pass<br>criteria C – pass<br>criteria D - pass<br>criteria E – pass<br>criteria F – fail | moderate | 0.125 |
| S1 | Tall Forbs | No | No | criteria A - fail<br>criteria B - pass<br>criteria C – pass | moderate | 0.08 |
| S2 | Tall Forbs | No | No | criteria A - fail<br>criteria B - fail<br>criteria C – pass | poor | 0.35 |
| U2,U3 & U6 | Bare ground | No | No | criteria A - fail<br>criteria B - fail<br>criteria C – pass | poor | 0.21 |

| | | | | | | |
|---|---|---|---|---|---|---|
| U1 & U4 | Developed land; sealed surface | No | No | N/A | N/A | 0.1604 |

### Hedgerows (BI-T05)

| Feature Refs | Habitat Type and Code | Irreplaceable | Priority | Description and Condition Justification | Condition | Area (ha) |
|---|---|---|---|---|---|---|
| H1-9 | Native hedgerow with trees | No | Yes | Most criteria passed | Good | 1.78km |
| | | | | | | |

### Watercourses (BI-T06)

| Feature Refs | Habitat Type and Code | Irreplaceable | Priority | Description and condition justification | Condition | Area ha |
|---|---|---|---|---|---|---|
| R1 | Other rivers & streams | No | No | MoRPh Assessment | Moderate | 0.33 |
| | | | | | | |

### Priority and Irreplaceable Habitats

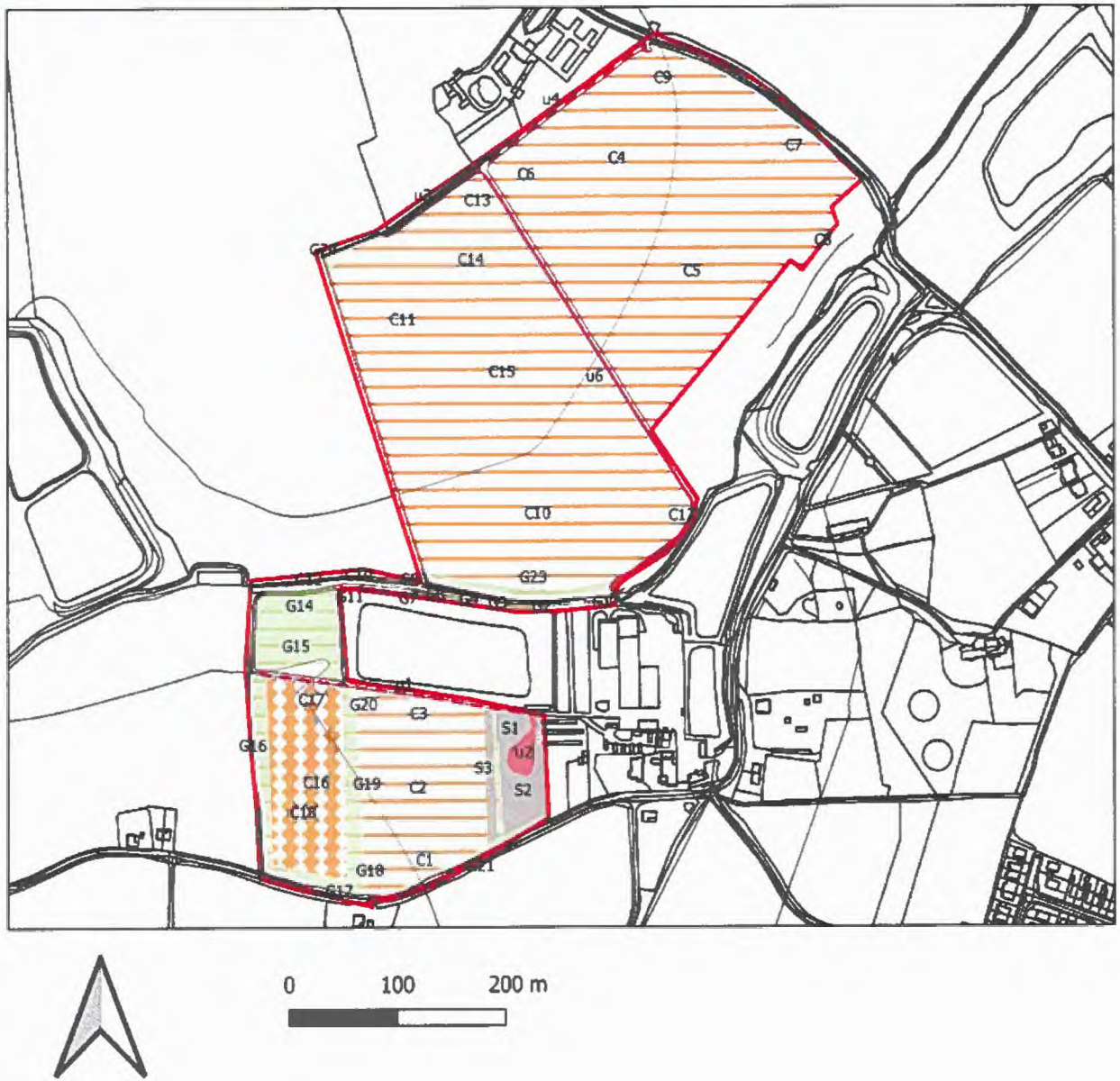
**Summary of Priority and Irreplaceable Habitats** (BI-B07)

The fields are surrounded by hedgerows with trees, including several veteran trees. These are to be retained and protected and have not been included within the metric calculations.

**Potential Constraints and Opportunities for Project** (BI-B08)

The creation and enhancement of habitats adjacent to the hedgerows and trees will add to the overall value of the site to wildlife.

## Baseline Habitats Plan (BI-F02)




0 100 200 m

## Baseline Distinctiveness and Condition Plan (BI-F03)

Map 2: Brook Farm Baseline Habitat Condition & Distinctiveness Plan

Red Line Boundary

Baseline Habitat Condition

- Good
- Moderate
- Poor
- Condition Assessment N/A

Baseline Habitat Distinctiveness

- Medium
- Low
- V.Low

EECOS Essex Ecology Services Limited

Reproduced from the Ordnance Survey® mapping by permission of Ordnance Survey® on behalf of The Controller of Her Majesty's Stationery Office. © Crown Copyright. Licence number AL 100020327

## Baseline Habitats Photos (BI-F04)

Photo 1: Intensive orchard area and adjacent grassland margin.

Photo 2: Area of grassland proposed to be enhanced.

Photo 3: Arable fields proposed for woodland, traditional orchard and scrub creation.

## Climate

| Current Climate Information (EI-T01) | |
|---|---|
| **Nearest weather station details** | **Walton-on-the-Naze** |
| **Days of rain per year** | 116 (East Anglia District) |
| **Average annual rainfall mm** | 555.78 |
| **Average temperature °C** | - |
| **Highest temperature – Month and temperature °C** | 13.92 |
| **Lowest temperature – Month and temperature °C** | 8.01 |
| **Average annual hours of sunshine** | 1824.01 |
| **Sunniest month and average hours of sunshine** | June 232.16 |
| **Average number of days with air frost** | 42.15 (East Anglia District) |
| **Frostiest month and number of days** | December 9.58 |

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

The current climate in East Anglia with mild wet winters and dry summers provides generally quite good growing conditions however with climate change and more frequent extreme weather events such as flooding and drought may mean that some planting may not grow so well or ponds could dry out, although the creation of new ponds and woodland planting could help with the retention of water on site and a reduction in flooding. Through careful monitoring and adaptive management, the likelihood of success of the project aspirations can be increased.

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

Climate change will likely cause temperatures to rise and wetter milder winters. Therefore, some species may not do so well in these changed conditions. Therefore, should issues arise with trees dying due to drought conditions then a change in species should be considered and the management plan adapted accordingly.

Extreme weather events may occur. In which case a site visit should be carried out to assess any damage and remedial action carried out if required.

New pests and diseases may occur. Any pests or diseases should be noted and dealt with as necessary or as national guidance suggests.

# 2. Planned Management Activities

Provide the site-wide aims and objectives. These should consider the Project Background information section outlined above as well as the outcomes of the Metric.

**Management Plan Aims and Objectives PM-B01**

To provide offsetting units for developers. Proposed measures have been designed to build on existing habitats such as enhancing existing grassland and planting trees within currently arable land.

Vision: Within the southern area tree planting will initially take place within the central area currently managed as arable farmland and intensive orchard, surrounded by margins of scrub that will develop naturally. The area of grassland to the west of the reservoir will be largely retained and will be managed in a way that will encourage floral diversity and support a range of invertebrates. A series of small ponds will be created south of the brook with a larger pond to the west which will help support a range of species.

Within the northern areas, areas of broadleaved woodland, wet woodland, traditional orchard and scrub will be created. A traditional orchard will be planted towards the centre of the northern area that will be managed in a low intensity way with a permanent grassland sward. Several ponds will also be created within the northern half of the site in locations that have been identified as already being fairly wet.

## Principles Informed by Design Stage

The project's BNG target(s) should be set and documented early in the design process. Outline how background and baseline information influenced key design principles for the project from an early stage. This can provide useful context for the proposed retention, creation and enhancement measures.

**Design Principles Informed by Baseline Information PM-B02**

Proposed habitats have been designed to build on existing habitats such as enhancing existing grassland and planting trees within lower distinctiveness habitats such as the areas of arable land.

The majority of the site's habitats are of low distinctiveness such as the arable farmland and intensive orchard. Areas to be retained and enhanced include areas of higher distinctiveness grassland, which will help promote biodiversity while the newly created habitats develop over time.

The choice of habitats to be created has been influenced by the likelihood of success and ease of management and likely demand.

The boundary hedgerows and trees and the brook have significant biodiversity value and will be retained and protected. The newly created or enhanced habitats adjacent the boundary hedgerows will also act as an additional enhancement to these linear features that surround the site.

As far as we are aware the habitats within the site are not included in wildlife related local plans, strategy or policy, and there is no evidence to suggest that the habitat is of strategic significance. Therefore, all the habitat parcels within the site have been assigned a low 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 |
|---|---|---|---|---|---|---|---|
| Cereal crops | Mixed Scrub | C1,3,4,7,8,14 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |
| Cereal crops | Other woodland; broadleaved | C2,5,11 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a score of 2 in criteria A, G, I, J, L and M. A score of 3 in B-F and H and a score of 1 in criteria K. | |
| Cereal crops | Ponds (non-priority) | C6,9,12,13 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, F, G and H. Criterion D, E and I will not be targeted. | |
| Cereal crops | Wet woodland | C10 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a score of 2 in criteria A, G, I, J, L and M. A score of 3 in B-F and H and a score of 1 in criteria K. | |
| Cereal crops | Traditional Orchard | C15 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria C, D, E, F, G and H. Criterion A and B will not be targeted. | |
| Intensive Orchards | Other woodland; broadleaved | C16 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a score of 2 in criteria A, G, I, J, L and M. A score of 3 in B-F and H and a score of 1 in criteria K. | |
| Intensive Orchards | Mixed Scrub | C17,18 | N/A | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |
| Other neutral grassland | Mixed Scrub | G16,17,18,20,21,22 | Poor | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Other neutral grassland | Other neutral grassland | G15 | Poor | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D, E and F. | |
| Other neutral grassland | Ponds (non-priority) | G2,4,6, 8,10,12,13,14 | Poor | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, F, G and H. Criterion D, E and I will not be targeted. | |
| Other neutral grassland | Other woodland; broadleaved | G19 | Poor | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a score of 2 in criteria A, G, I, J,L and M. A score of 3 in B-F and H and a score of 1 in criteria K. | |
| Tall Forbs | Mixed Scrub | S1 | Moderate | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |
| Tall Forbs | Mixed Scrub | S2,3 | Poor | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |
| Bare ground | Mixed Scrub | U2 | Moderate | Moderate | Standard time to target condition from the statutory biodiversity metric. | Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

## Habitat and Condition Targets Further Comments

N/A

## 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

The boundary hedgerows and trees and the brook will be retained and protected. These have not been included within the BNG calculations since they have limited opportunity for uplift.

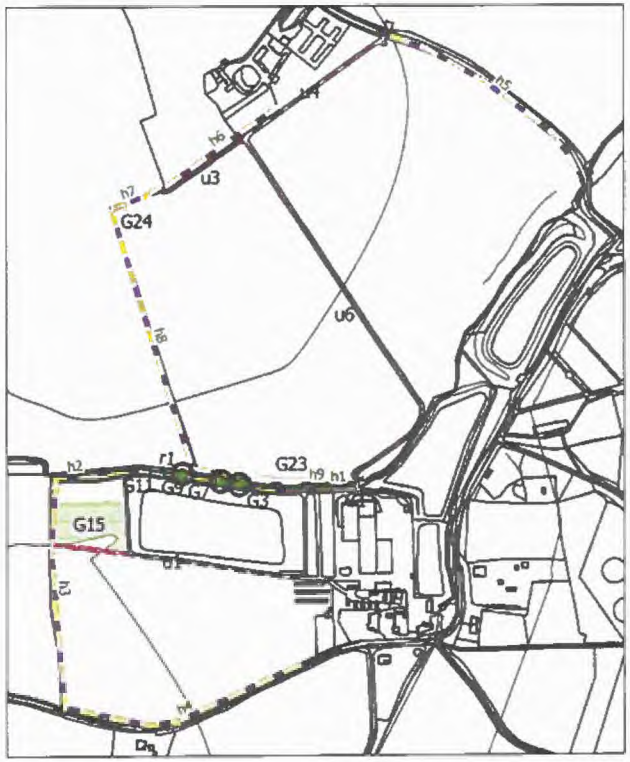
### Specification of Protective Measures to be Used PM-04

No precise specification is required as Brook Farm is providing off-site BNG delivery and as such there will be no 'development works' taking place, only active conservation management to deliver the BNG targets.

## 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:

Habitat Retention Plan showing boundary hedgerows (h1-h9), watercourse (r1), veteran trees, and areas of neutral grassland (G1,3,5,7,9,11,15,23,24), bare ground (u3,u6) and sealed surface(u1,u4) to be protected or enhanced.

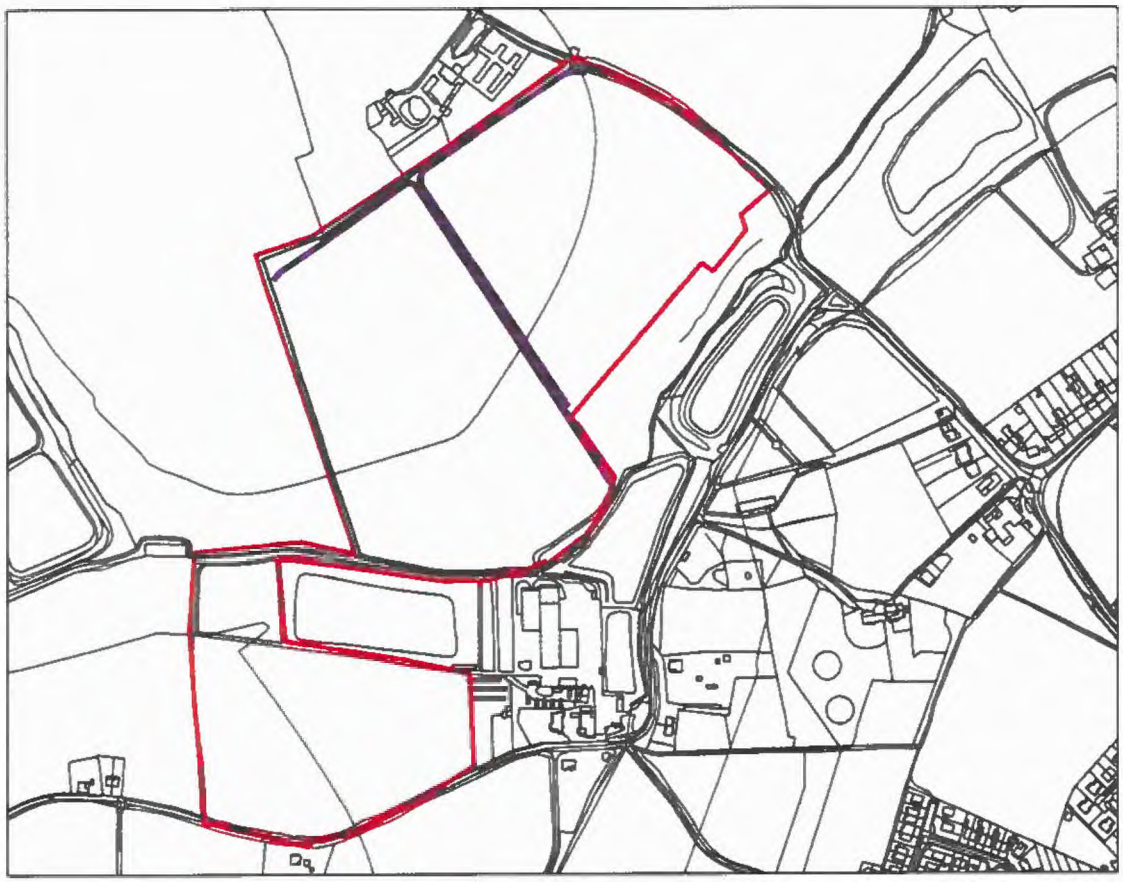


## Creation, Enhancement and Management Targets and Prescriptions

Proposed Habitats Plan

- Other woodland; broadleaved
- Wet woodland
- Mixed scrub
- Traditional orchards
- Other neutral grassland
- Ponds
- Sealed surface
- Bare ground

0 100 200 m



## Proposed Hedgerows Plan

Species-rich native hedgerow with trees

0 100 200 m

## Scrub

### Creation, Enhancement and Management Summary (SC-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 19. Scrub.

| Target Habitat: | | Mixed Scrub | | | |
|---|---|---|---|---|---|
| **Condition Assessment Criteria** | **Targeted** | **Relevant Parcels** | **Creation approach** | **Enhancement 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).<br>- At least 80% of scrub is native,<br>- There are at least three native woody species,<br>- 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 | C1,3,4,7, 8,14, 17, 18. G16,17,18,20,21,22. S1,2,3. U2. | Land will be left unmanaged and allowed to scrub up through natural regeneration. | N/A | N/A |
| B Seedlings, saplings, young shrubs and mature (or ancient or veteran) shrubs are all present. | Yes | C1,3,4,7, 8,14, 17, 18. G16,17,18,20,21,22. S1,2,3. U2. | Land will be left unmanaged and allowed to scrub up through natural regeneration. | N/A | N/A |
| 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 | C1,3,4,7, 8,14, 17, 18. G16,17,18,20,21,22. S1,2,3. U2. | N/A | N/A | Any weeds such as creeping thistle will be topped early in the season (if in dense patches) or spot treated or pulled if at low densities. Similarly, any invasive non-native species will be eradicated. |
| D The scrub has a well-developed edge with scattered scrub and tall grassland and or | Yes | C1,3,4,7, 8,14, 17, 18. | Allowing the scrub to regenerate naturally should allow for areas of tall grass and forbs to be present. See also E below. | N/A | N/A |

| | | | | | | |
|---|---|---|---|---|---|---|
| | forbs present between the scrub and adjacent habitat. | | G16,17,18,20,21,22. S1,2,3. U2. | | | |
| E | There are clearings, glades or rides present within the scrub, providing sheltered edges. | Yes | C1,3,4,7, 8,14, 17, 18. G16,17,18,20,21,22. S1,2,3. U2. | After a period of time if not naturally present then clearings will be created. | N/A | N/A |

**Additional Management Prescriptions** (SC-B01)

Scrub creation will arise mainly through natural regeneration, especially where there are nearby hedgerows and wood edges, however, some planting may be needed where there is little nearby scrub and planting will help increase the diversity of species. The scrub should be planted in clumps instead of lines to recreate a more natural establishment, with unplanted gaps left to create open ground as part of the mosaic. Cuttings or the use of layering from nearby mature scrub could be used.

Further management should include rotational cutting – the best scrub is when there is a mosaic of different heights and ages, and therefore it should not all be cut at once when established.

Scrub typically matures at about 15 years, so coppicing 1/15th every year, i.e. a 15 year rotation, is a good rule of thumb; alternatively cutting 2/15th every other year or 3/15th every third year.

Any cutting of scrub should avoid the bird nesting period (March to July).

## Scrub

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

Provide detailed prescriptions for the creation and management of the habitat.

| Action | Relevant parcels | Timing | Prescriptions |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## Scrub Species Lists (SC-T03)

Provide a detailed species list for the habitat to be created.

| Common Name | Scientific Name | Abundance / % | Comments |
|---|---|---|---|
| Hawthorn | *Crataegus monogyna* | | |
| Blackthorn | *Prunus spinosa* | | |
| Hazel | *Corylus avellana* | | |
| Dogrose | *Rosa canina* | | |
| Field Rose | *Rosa arvensis* | | |
| Midland Hawthorn | *Cretaegus laevigata* | | |
| Dogwood | *Cornus sanguinea* | | |
| Guelder Rose | *Viburnum opulus* | | |
| | | | |

## Other Supporting Information

| Supporting Information (SC-B02) |
|---|
| Please use this space to provide any additional information where relevant. |

## What Does Success Look Like? (SC-F01)

## Woodland

### Creation, Enhancement and Management Summary (WO-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 24. Woodland

For each condition row, delete the condition targets that aren't being targeted as necessary.

| Target Habitat: | | | Broadleaved Woodland (Parcels C2,5,11,16, G19) & Wet Woodland (Parcel C10) | | | | |
|---|---|---|---|---|---|---|---|
| Condition Assessment Criteria | | | Target Score | Relevant Parcels | Creation Approach | Enhancement Approach | Management Approach |
| A | Age distribution of trees | Three age classes present | 2 | C2,5, 10, 11,16, G19 | Trees planted will be over 21yrs old by the end of the 30yr period, and it is imagined there will be some natural regeneration with younger saplings present | N/A | N/A |
| | | Two age classes present | | | | | |
| | | One age class present | | | | | |
| B | Wild, domestic and feral herbivore damage | No significant browsing damage evident in woodland | 3 | C2,5, 10, 11,16, G19 | N/A | N/A | Measures will be taken to prevent damage from browsing. |
| | | Evidence of significant browsing pressure is present in 40% or less of whole woodland | | | | | |
| | | Evidence of significant browsing pressure is present in 40% or more of whole woodland | | | | | |
| C | Invasive plant species | No invasive species present in woodland | 3 | C2,5, 10, 11,16, G19 | N/A | N/A | Measures will be taken to eradicate any invasive species that occur. |
| | | Rhododendron *Rhododendrion ponticum* or cherry laurel *Prunus laurocerasus* not present, other invasive species <10% cover | | | | | |
| | | Rhododendron or laurel present, or other invasive species) 10% cover | | | | | |
| D | Number of native trees species | Five or more native tree or shrub species found across woodland parcel | 3 | C2,5, 10, 11,16, G19 | More than five native tree and shrub species will be planted within each parcel. | N/A | N/A |
| | | Three to four native tree or shrub species found across woodland parcel | | | | | |
| | | Two or less native tree or shrub species present across woodland parcel | | | | | |
| E | Cover of native tree | >80% of canopy trees and >80% of understorey shrubs are native | 3 | | | N/A | N/A |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | and shrub species | 50 – 80% of canopy trees and 50-80% of understorey shrubs are native<br><50% of canopy trees and <50% understorey shrubs are native | | C2,5, 10, 11,16, G19 | Native tree and shrub species will be planted. | | |
| F | Open space within woodland | 10-20% of woodland has areas of temporary open space.<br>Unless woodland <10ha in which case 0-20% temporary open space is permitted.<br>21-40% of woodland has areas of temporary open space<br><10% or >40% of woodland has areas of temporary open space.<br>But if woodland <10ha has <10% temporary open space, please see Good category. | 3 | C2,5, 10, 11,16, G19 | Woodland parcels will be less than 10 hectares therefore 0-20% temporary open space is permitted. | N/A | N/A |
| G | Woodland regeneration | All three classes present in woodland; trees 4-7cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth<br>One or two classes only present in woodland<br>No classes or coppice regrowth present in woodland | 2 | C2,5, 10, 11,16, G19 | It is anticipated that some natural regeneration will occur before the end of the 30 year period. | N/A | N/A |
| H | Tree health | Tree mortality less than 10%, no pests or diseases and no crown dieback<br>11% to 25% mortality and/or crown dieback or low risk pest or disease present<br>Greater than 25% tree mortality and or any high risk pest or disease present | 3 | C2,5, 10, 11,16, G19 | N/A | N/A | Measures will be taken to eradicate any pests or diseases that might occur. |
| I | Vegetation and ground flora | Recognisable NVC plant community at ground layer present, strongly characterised by ancient woodland flora specialists.<br>Recognisable NVC plant community at ground layer present<br>No recognisable NVC plant community at ground layer present. | 2 | C2,5, 10, 11,16, G19 | It is anticipated that a recognisable NVC plant community will be present before the end of the 30 year period. | N/A | Additional planting/seeding can be considered if this criteria is not being met. |
| J | Woodland vertical structure | Three or more storeys across all survey plots or a complex woodland.<br>Two storeys across all survey plots | 2 | C2,5, 10, 11,16, G19 | It is anticipated that there will be at least an upper and shrub layer | N/A | N/A |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | One of less storey across all survey plots | | | present before the end of the 30 year period. | | |
| K | Veteran trees | Two of more veteran per hectare<br>One veteran tree per hectare<br>No veteran trees present in woodland | 1 | C2,5, 10, 11,16, G19 | It is unlikely that this criteria will be achieved | N/A | N/A |
| L | Amount of deadwood | 50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or stems and stumps, or an abundance of small cavities.<br>Between 25% and 50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or steams, stubs and stumps, or an abundance of small cavities.<br>Less than 25% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or steams, stubs and stumps, or an abundance of small cavities. | 3 | C2,5, 10, 11,16, G19 | N/A | N/A | A lack of deadwood can be remediated if necessary by bringing in logs/dead wood from nearby tree works/offsite. |
| M | Woodland disturbance | No nutrient enrichment or damaged ground evident<br>Less than 1 hectare in total of nutrient enrichment across woodland area and or less than 20% of woodland area has damaged ground<br>More than 1 hectare of nutrient enrichment and or more than 20% of woodland area has damaged ground | 2 | C2,5, 10, 11,16, G19 | N/A | N/A | No fertiliser will be added. |

## Additional Management Prescriptions (WO-B01)

Sourcing & Planting

Woodland trees will be sourced from a diverse mix of UK sources from plant healthy certified nurseries to ensure a supply of the best trees well suited to current and future potential climate scenarios. Trees will be held in humidity controlled cold storage and root soaked min 48 hrs prior to planting for optimum establishment.

Pre-planting ground cultivations following stale seedbed sequential weed control have been followed by dwarf white clover establishment to minimise aggressive weed competition. Trees will be 2 year old and a mix of cell grown and bare root.

A randomized plant selection planting scheme will be adopted to ensure greater heterogeneity incorporating marked open space. Overall tree numbers will be calculated on the basis of 3m x 3m density however planting will not be 'row' or ' grid planting.

Herbivore Control

The habitat bank benefits from 100% stock fencing with rabbit netting and an active control policy. Neither tree stakes and guards or vole tubes been used in the adjacent EWCO woodland which has been verified by the Soil Association and approved by the Forestry Commission to confirm successful establishment. Un-guarded / tubed trees have slower early growth but establish better in the medium to long term than guarded trees.

At 3m x 3m overall density some natural losses can be sustained without detriment to overall woodland establishment.

Wet Woodland

The area chosen for wet woodland establishment is chosen in line with UK Hab description which is based on the UK Biodiversity Action Plan Priority Habitat for wet woodland;

https://data.jncc.gov.uk/data/2829ce47-1ca5-41e7-bc1a-871c1cc0b3ae/UKBAP-BAPHabitats-64-WetWoodland.pdf

The upper edge of the wet woodland area is along a gradient line below which the soil is seasonally wet as a result of a clay bank in the sub-soil. While currently drained using land drains these will be destroyed prior to planting to revert the land to being classified as poorly drained to meet the definition on wet woodland in UK Habitat Classifications.

Planting will be banded within the wet woodland area, the drier riparian areas featuring a higher percentage of Oak and the Lower areas more Alder as a boundary to more dryland habitat. The paths of the destroyed drains will likely remain wetter, akin to hill-side flushes described in the UK Hab descriptions and be suitable areas for willow, further contributing to the prevention of ground water draining off through old drain lines.

The species selection for Wet Woodland both reflects UK Hab descriptions and assessment of neighbouring existing wet woodland.

## Woodland

### Creation, Enhancement and Management Detailed Methods (WO-T02)

Provide detailed prescriptions for the creation and management of the habitat.

| Action | Relevant Parcels | Timing | Prescriptions |
|---|---|---|---|
| Tree Planting | C2,5, 10, 11,16, G19 | late autumn/ early winter | All planting will be carried out when soil and weather conditions are suitable to allow for best chances of establishment. Planting will not be carried out during strong winds or when ground is frozen. |
| Monitoring | C2,5, 10, 11,16, G19 | End of summer | At the end of the first summer following planting (i.e. September) each plant will be checked to see if it has established and if more than one in ten has died, these will be replaced with equivalent plants in the coming season (i.e. October onwards). If all of one species has died it may be better to replace with another species. |
| "Beat up" assuming replacement of 10% of planted trees | C2,5, 10, 11,16, G19 | Winter | 1 occasion in second year. |
| Thinning | C2,5, 10, 11,16, G19 | Winter | Depending on growth rates, possibly 1 x in the first 10 years, removing 25% of tree numbers, thereafter on 5-10 year intervals removing 25% of the remaining trees. This proportion decreasing to 10 – 15 % after 5 or so thinning's. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## Woodland Species Lists (WO-T03)

Provide a detailed species list for the habitat to be created

| Common Name | Scientific Name | Abundance / % | Comments |
|---|---|---|---|
| **Other Broadleaved Woodland Mix:** | | | |
| Field Maple | Acer campestre | 5 | |
| Alder (Italian) | Alnus cordata | 10 | |
| Hornbeam | Carpinus betulus | 10 | |
| Wild Cherry | Prunus avium | 5 | |
| Blackthorn | Prunus spinosa | 5 | |
| Pedunculate Oak | Quercus robur | 15 | |
| Sessile Oak | Quercus petraea | 40 | |
| Holly | Ilex aquifolium | 5 | |
| Rowan | Sorbus aucuparia | 5 | |
| | | 100% | |
| | | | |
| **Wet Woodland Mix:** | | | |
| Alder (common) | Alnus glutinosa | 48 | |
| Downy Birch | Betula pubescens | 6 | |
| Holly | Ilex aquifolium | 6 | |
| Black Poplar | Populus nigra | 3 | |
| Blackthorn | Prunus spinosa | 6 | |
| Pedunculate Oak | Quercus robur | 25 | |
| Pussy Willow | Salix cinerea | 6 | |
| | | 100% | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

## Other Supporting Information

**Supporting Information** (WO-B02)

Please use this space to provide any additional information where relevant.

Raptor perches will be installed to aid vole control.

## Orchard

### Creation, Enhancement and Management Summary (OR-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 17. Orchard

| Target Habitat: | | Traditional Orchard (Parcel C15) | | | |
|---|---|---|---|---|---|
| **Condition Assessment Criteria** | **Targeted** | **Relevant Parcels** | **Creation Approach** | **Enhancement Approach** | **Management Approach** |
| A Presence of ancient and or veteran trees. **Note – this criterion is essential for achieving Good condition.** | No | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| B | Presence of deadwood in or on trees, or on the ground: at least 20% of mature trees have deadwood associated with them.<br>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.<br>**Note – this criterion is essential for achieving Good condition.** | No | | | | |
| 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 | C15 | N/A | N/A | Scrub will be removed as necessary. |
| D | There is evidence of formative and or restorative pruning to maintain longevity of trees. | Yes | C15 | N/A | N/A | Early formative pruning will take place |
| 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 | C15 | N/A | N/A | Young trees will be protected from browsing by a site wide stock fence. |
| F | Grassland is not overgrazed, poaching is not evident around the trees, with no more than 10% of trees poached under the canopy. | Yes | C15 | N/A | N/A | |
| G | Species richness of the grassland is equivalent to a medium, high, or very high distinctiveness grassland. | Yes | C15 | A suitable species rich grassland will be sown beneath the trees. | N/A | Grassland will be cut once a year and trimmings removed to encourage species diversity. |
| 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 | C15 | N/A | N/A | Measures will be taken to eradicate any invasive species that occur and reduce less desirable species such as topping Thistles I spring. |

## Additional Management Prescriptions (OR-B01)

Ground Preparation for Orchard

Ground preparation for the above commenced with a change of cropping rotation to low-input cereals in 2022 & 2023 to reduce soil fertility. The land was disced (3 pass) in autumn 2023, and disced & cultivated early 2024 to allow a flush of annual weeds. These were then destroyed before final seed bed preparation in spring 2024 and subsequent sowing of the now established sward. Following flowering the limited first flower early residue was removed and mown again in autumn. The next cut will be spring 2025.

Annual hay cuts will carried out in late autumn, with a further early spring cut where necessary to remove vigorous grass growth.

Upon maturity of the orchard trees consideration will be given to appropriate 'pulse' or 'mob' grazing to provide an alternative to mechanical management.

Ongoing species assessment by our retained ecologists will be reviewed in case intervention is required to increase species (using wildflower hay) or more radical mechanical intervention

Tree Management

See species list at end of document for Traditional Orchard, chosen to reflect regional climate and tradition on vigorous rootstocks planted at 5m x 5m traditional grid spacing. Trees are managed in house by our expert team. Varieties may be changed according to availability and losses.

Pruning will commence in Year One following planting.

## Orchard

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

Provide detailed prescriptions for the creation and management of the habitat.

| Action | Relevant Parcels | Timing | Prescriptions |
|---|---|---|---|
| Tree Planting | C15 | late autumn/ early winter | All planting will be carried out when soil and weather conditions are suitable to allow for best chances of establishment. Planting will not be carried out during strong winds or when ground is frozen. |
| Monitoring | C15 | End of summer | At the end of the first summer following planting (i.e. September) each plant will be checked to see if it has established and if more than one in ten has died, these will be replaced with equivalent plants in the coming season (i.e. October onwards). If all of one species has died it may be better to replace with another species. |
| Weeding | C15 | Anytime | 1 m diameter circle should be kept clear of all vegetation and maintained for at least the first 3 years after planting. This can be achieved by hoeing (taking care not to damage the roots), by using weed suppressing membranes or mats, or by mulching. Once the trees are well established the sward can be allowed to grow up to the trunk, although tall weeds, bramble and ivy should be removed from around the trees. Consideration will be given to appropriate 'pulse' or 'mob' grazing to provide an alternative to mechanical management. If using strimmers or mowers, take care to avoid damaging trees. |
| Formative Pruning | C15 | Winter | All young fruit trees require formative pruning to develop a balanced shape and to prolong the life of the tree. The amount of work will vary according to the type of fruit tree. An appropriately experienced person should carry out this work. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## Orchard Species Lists (OR-TO3)

Provide a detailed species list for the habitat to be created

| Common Name | Scientific Name | Abundance / % | Comments |
|---|---|---|---|
| Orchard species provided at the end of this document along with the underlying grassland sward mix. | | | |
| | | | |
| | | | |

## Other Supporting Information

| Supporting Information (OR-B02) |
|---|
| Trees will be spaced at 5m x 5m. |

## Pond

### Creation, Enhancement and Management Summary (PO-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 18. Pond

| Target Habitat: | | | Ponds (non-priority habitat) | | | |
|---|---|---|---|---|---|---|
| | Condition Assessment Criteria | Targeted | Relevant Parcels | Creation Approach | Enhancement Approach | Management Approach |
| A | The pond is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution. Turbidity is acceptable if the pond is grazed by livestock. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | N/A | N/A | Ponds will be protected from any pollution. |
| B | There is semi-natural habitat (moderate distinctiveness or above) completely surrounding the pond, for at least 10 m from the pond edge for its entire perimeter. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | All ponds will be surrounded by natural habitat. | N/A | N/A |
| C | Less than 10% of the water surface is covered with duckweed *Lemna* spp. or filamentous algae. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | All ponds are located adjacent woodland or scrub and so natural shade should reduce any algae or duckweed issues. | N/A | N/A |
| D | The pond is not artificially connected to other waterbodies, such as agricultural ditches or artificial pipework. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | None of the ponds are artificially connected to other waterbodies. | N/A | N/A |
| E | Pond water levels can fluctuate naturally throughout the year. No obvious artificial dams, pumps or pipework. | No | | | | |
| F | There is an absence of listed non-native plant and animal species. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | N/A | N/A | Any non-natives will be eradicated. |

| | | | | | | |
|---|---|---|---|---|---|---|
| G | The pond is not artificially stocked with fish. If the pond naturally contains fish, it is a native fish assemblage at low densities. | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | | | Ponds will not be intentionally stocked with fish. |
| H | In non-woodland ponds: emergent, submerged or floating plants (excluding duckweed)[3] cover at least 50% of the pond area which is less than 3 m deep.<br>(only applicable to non-woodland ponds) | Yes | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | It is anticipated that emergent, submerged or floating plants (excluding duckweed) will naturally colonise the pond before the end of the 30yr BNG period. | N/A | Should there be limited emergent/aquatic plant growth then supplementary planting will be considered. |
| I | The pond surface of non-woodland ponds is no more than 50% shaded by adjacent trees and scrub.<br>(only applicable to non-woodland ponds) | No | | | | |

**Additional Management Prescriptions** (PO-B01)

Please use this space to detail any additional management measures to be conducted along with the above measures. These may for example include (but are not limited to) measures specifically relating to the presence of protected species or may be additional measures that are in support of local nature recovery targets and, or, planning policy.

The ponds should have shallow margins and a varied topography under the surface. Wide (about 50-60cm wide) and shallow margins (about 5-15cm deep), with a shelved profile into a central deeper well area of about 1.5m.

## Pond

### Creation, Enhancement and Management Detailed Methods (PO-T02)

Provide detailed prescriptions for the creation and management of the habitat.

| Action | Relevant Parcels | Timing | Prescriptions |
|---|---|---|---|
| Pond creation | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | March-Sept | Ponds should be dug when ground conditions are not too wet. |
| Pond management | C6,9,12,13.<br>G2,4,6,8,10,12,13,14 | November- February | Assess and deal with any invasive aquatics. Manage scrub encroachment if overshading pond. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

### Pond Species Lists (PO-T03)

Provide a detailed species list for the habitat to be created

| Common Name | Scientific Name | Abundance / % | Comments |
|---|---|---|---|

| | | | |
|---|---|---|---|
| See below: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## Other Supporting Information

| Supporting Information (PO-B02) |
|---|
| Ponds will be dug and species allowed to colonise naturally. Plug planting will be considered as part of adaptive management options, if aquatic species do not occur naturally. |

## Hedgerow

### Creation, Enhancement and Management Summary (HD-T01)

Provide details of the approach to delivering each of the targeted condition criteria and hedgerow type. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 8. Hedgerow

| Target Hedgerow Type: | | Species-rich native hedgerow | | | | |
|---|---|---|---|---|---|---|
| Condition Assessment Criteria | | Targeted? | Relevant Features | Creation Approach | Enhancement Approach | Management Approach |
| A1 | Height<br>>1.5m average along length. | Yes | H10, H11, H12 | N/A | N/A | Hedgerows will be left to grow to target height. |
| A2 | Width<br>>1.5m average along length. | Yes | H10, H11, H12 | N/A | N/A | Hedgerows will be left to grow to target height. |
| B3 | Gap – hedge base<br>Gap between ground and base of canopy <0.5m for >90% of length. | Yes | H10, H11, H12 | N/A | N/A | Hedgerows will be allowed to fill out naturally. |
| B2 | Gap – hedgerow canopy continuity<br>Gaps make up <10% of total length; and no canopy gaps >5m. | Yes | H10, H11, H12 | N/A | N/A | Any gaps more than 5m will be filled in with supplementary planting. |
| C1 | Undisturbed ground and perennial vegetation<br>>1m width of undisturbed ground with perennial herbaceous vegetation for >90% of length:<br>• measured from outer edge of hedgerow, and<br>• is present on one side of the hedge (at least) | Yes | H10, H11, H12 | N/A | N/A | There will be undisturbed ground on at least one side of the hedgerow. |
| C2 | Nutrient-enriched perennial vegetation<br>Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground. | Yes | H10, H11, H12 | N/A | N/A | No fertilisers will be used, therefore vegetation indicating nutrient enrichment should decline over the BNG period. |
| D1 | Invasive and neophyte species<br>>90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule 9 of WCA) and recently introduced species. | Yes | H10, H11, H12 | N/A | N/A | No fertiliser will be added.<br>Any weeds such as creeping thistle will be topped early in the season (if in dense patches) or spot treated or pulled if at low densities. |
| D2 | Current damage | Yes | H10, H11, H12 | N/A | N/A | Measures will be taken to avoid any damage to the hedgerow or adjacent |

| | | | | | | |
|---|---|---|---|---|---|---|
| | >90% of the hedgerow or undisturbed ground is free of damage caused by human activities. | | | | | undisturbed ground such as the avoidance of using machinery in the vicinity. |
| E1 | Tree class (applicable to hedgerows with trees only)<br>There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient), and there is on average at least one mature, ancient or veteran tree present per 20 – 50m of hedgerow. | No | N/A | N/A | N/A | N/A |
| E2 | E2. Tree health (applicable to hedgerows with trees only)<br>At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity. | No | N/A | N/A | N/A | N/A |

**Additional Management Prescriptions** (HD-B01)

## Hedgerow

### Creation, Enhancement and Management Methods (HD-T02)

Provide detailed prescriptions for the creation and management of the habitat.

| Action | Relevant Features | Timing | Prescriptions |
|---|---|---|---|
| Shrub Planting | H10, H11, H12 | late autumn/ early winter | All planting will be carried out when soil and weather conditions are suitable to allow for best chances of establishment. Planting will not be carried out during strong winds or when ground is frozen. Shrubs will be planted in double staggered rows. |
| Monitoring | H10, H11, H12 | End of summer | At the end of the first summer following planting (i.e. September) each plant will be checked to see if it has established and if failed, these will be replaced with equivalent plants in the coming season (i.e. October onwards). If all of one species has died it may be better to replace with another species. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

### Hedgerow Species Lists (HD-T03)

Provide a detailed species list for the habitat to be created

| Common Name | Scientific Name | Abundance / % | Comments |
|---|---|---|---|
| Blackthorn | *Prunus spinosa* | 32 | |
| Hawthorn | *Crataegus monogyna* | 32 | |

| | | | |
|---|---|---|---|
| Hazel | *Corylus avellana* | 11 | |
| Field Maple | *Acer campestre* | 10 | |
| Dog Rose | *Rosa canina* | 5 | |
| Dogwood | *Cornus sanguinea* | 5 | |
| English Oak | *Quercus robur* | 5 | |
| | | | |
| | | | |
| | | | |
| | | | |

## Other Supporting Information

**Supporting Information** (HD-B02)

Hedgerow planting at CS BN11 specification with staggered double row.

Plants consist of 2-year old transplants between 450mm and 600m sourced from UK certified nurseries.

## Grassland (Medium, High, and Very High Distinctiveness)

### Creation, Enhancement and Management Summary (GH-T01)

Provide details of the approach to delivering each of the targeted condition criteria and habitat. Conditions from Statutory Biodiversity Metric habitat condition assessment sheets – Sheet 6. Grassland Med High and V. High.

| Target Habitat | | | | Neutral Grassland – other – Parcel G15 | | |
|---|---|---|---|---|---|---|
| | Condition Assessment Criteria | Targeted | Relevant Parcels | 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.<br>**Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.** | Yes | G15 | No establishment required | n/a | Establishment of a cutting regime will enable existing flora to grow and flower and help push seed around site from the more species diverse areas. |
| 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 | G15 | No establishment required | n/a | Cutting regime will enable the development of a diverse sward structure. |
| C | Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens. | Yes | G15 | No establishment required | n/a | Control will be considered if a population of rabbits develops over the BNG period. |
| D | Cover of bracken *Pteridium aquilinum* less than 20% and cover of scrub (including bramble) less than 5%. | Yes | G15 | No establishment required | n/a | Targeted scrub removal will take place if required. |
| 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.<br>If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed. | Yes | G15 | No establishment required | n/a | See bare ground – criteria C.<br>No fertiliser will be added.<br>Any weeds such as creeping thistle will be topped early in the season (if in dense patches) or spot treated or pulled if at low densities. |

| | | | | | | |
|---|---|---|---|---|---|---|
| F | There are 10 or more vascular plant species per $m^2$ present, including forbs that are characteristic of the habitat type.<br>**Note – this criterion is essential for achieving Good condition for non-acid grassland types only.** | Yes | G15 | No establishment required | n/a | See criteria A.<br>If insufficient floristic diversity develops overtime then the sward will be enhanced with green hay (or seed if hay is unavailable) |

## Additional Management Prescriptions (GH-B01)

In summary the areas of neutral grassland will be managed by:

- Mowing
- Weed Control
- Scrub Control
- Sward Enhancement
- Maintenance of site infrastructure

Mowing
Mowing will take place annually between sept and end of march to avoid the bird breeding season. Arising will be allowed to dry for a few days before being collected, as this will be essential for increasing the grassland species diversity.

Weed Control
Topping (leaving arisings) will take place in spring before thistles flower if the weed burden becomes too high and the thistles are present in dense patches. Alternative methods include (but are not exclusive) to spot spraying and pulling.

Scrub Control
If scrub and or brambles start to encroach on the grassland they will be removed by hand. This management will take place between sept and end of march to avoid the bird breeding season.

Sward Enhancement
If the sward does not develop the required herb diversity then additional flora will be added. This will ideally take place through the introduction of green hay from nearby suitable nature reserves/wildlife sites. Ground preparation (to create bare ground for germination) is like to take place using a tine or chain harrow in to which chopped up hay will be scattered by a machine such as a muck spreader. The hay may be rolled in afterwards to help the seed find its way into the ground.
If required, this is likely to take place in year 6 (post the 5 year monitoring results) and year 11, (post the year 10 monitoring results).

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

| Risk Identification Date | Habitat Type | Risk Factor | Trigger for Action | Remedial Measure |
|---|---|---|---|---|
| 2025 and 2026 | Woodland/Orchard | Newly planted trees failing to establish | 10% of targeted number of newly planted trees found to be dead during years 1-10. | Planting a larger number of trees initially as contingency against some losses in the early years. Undertake a second round of planting, replacing failed specimens on a like-for-like basis. Consider weeding/watering to encourage uptake. |
| Yearly | Grassland | Grassland becomes inundated with less desirable species i.e. nettles/thistles | More than 5% cover of less desirables. | Topping or spot cutting. |
| Year 20-25 | Scrub | Growth of scrub fails to occur through natural regeneration | Less than 75% cover by year 20 | Additional planting of scrub should take place in order to meet target of 75% cover by year 30. |
| Year 20-25 | Ponds | Cover of emergent, aquatic and floating plants | Less than 50% cover by year 20 | Additional planting of emergent vegetation should take place in order to meet target of at least 50% cover by year 30. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

# 3. 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)**

Upon receiving the Completion Certificate the schedule will provide monitoring of Habitat Creation and Enhancement Works in accordance with the HMMP for a minimum of 30 (thirty) years from the Completion Date.

Monitoring of habitats will take the form of condition surveys, species lists and photographs. The results will then be used to inform the management plan at Brook Farm, so that management can be adapted if condition targets are likely to not be met. Reviewing the management plan therefore takes place in the same cycle as the BNG condition surveys.

All BNG condition monitoring will be completed by an ecological consultant.

Details are provided in the table below.

## Monitoring Methods and Intervals MS-T01

| Habitat Type | Monitoring Methods | Monitoring Interval and Timing |
|---|---|---|
| Other neutral grassland | To be undertaken on parcels G15<br>Undertake quadrat sampling to identify the habitat type that is establishing and then number of species per $m^2$.<br>Estimate percentage of bare ground, bramble and bracken cover.<br>Collect a botanical species list.<br>Take Photos for comparison. | Annually from years 1-5, then every 5 years.<br>Surveys to be completed between May and August. |
| Other Woodland Broadleaved & Wet Woodland | To be undertaken on Broadleaved Woodland parcels C2,5,11,16, G19 & Wet Woodland parcel C10.<br>Collect a botanical species list.<br>Assess for any browsing damage, pests and diseases, nutrient enrichment.<br>Assess for any natural regeneration and deadwood abundance<br>Take Photos for comparison. | Annually from years 1-5, then every 5 years.<br>Surveys to be completed between May and August. |
| Mixed Scrub | To be undertaken on Mixed scrub parcels C1,3,4,7,8,14, 17, 18. G16,17,18,20,21,22. S1,2,3. U2.<br>Collect a botanical species list.<br>Assess for any browsing damage, pests and diseases, nutrient enrichment.<br>Assess for percentage cover of open grassland areas/glades | Annually from years 1-5, then every 5 years.<br>Surveys to be completed between May and August. |

| | | |
|---|---|---|
| | Take Photos for comparison. | |
| Traditional Orchard | To be undertaken on Traditional Orchard Parcel C15<br>Collect a botanical species list for grassland.<br>Assess for any browsing damage, pests and diseases, nutrient enrichment.<br>Assess for any deadwood abundance.<br>Take Photos for comparison. | Annually from years 1-5, then every 5 years.<br>Surveys to be completed between May and August. |
| Ponds | To be undertaken on Ponds C6,9,12,13, G2,4,6,8,10,12,13,14.<br>Collect a botanical species list.<br>Assess for any pollution and invasive species.<br>Assess cover of emergent, aquatic and floating plants.<br>Take Photos for comparison. | Annually from years 1-5, then every 5 years.<br>Surveys to be completed between May and August. |
| | | |
| | | |
| | | |
| | | |

## 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 |
|---|---|
| George Thompson (Great Oakley) Ltd | Tendring District Council |

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 | September | September or October | Report on results of initial habitat creation measures. |
| Y2 | September | September or October | |
| Y3 | September | September or October | |
| Y4 | September | September or October | |
| Y5 | September | September or October | |
| Y10 | September | September or October | |
| Y15 | September | September or October | |
| Y20 | September | September or October | |
| Y25 | September | September or October | |
| Y30 | September | September or October | |

## Adaptive Management

| Summary of Adaptive Management Approaches (MS-B02) |
|---|
| Following the monitoring survey and report. Any actions or adjustments needed to promote reaching BNG targets will be passed onto the Brook Farm management and remedial measures or changes in management agreed. |

**Wildfell Orchard**

| Variety | Rootstock | Quantity |
|---|---|---|
| Apple Dessert Blenheim Orange | MM106 | 5 |
| Apple Dessert Bloody Ploughman | MM106 | 5 |
| Apple Dessert Charles Ross | MM106 | 5 |
| Apple Dessert Cox's Orange Pippin S.F. | MM106 | 5 |
| Apple Dessert Discovery | MM106 | 5 |
| Apple Dessert Egremont Russet | MM106 | 5 |
| Apple Dessert Falstaff | MM106 | 5 |
| Apple Dessert James Grieve | MM106 | 5 |
| Apple Dessert King of the Pippins | MM111 | 5 |
| Apple Dessert Laxton's Superb | MM106 | 5 |
| Apple Dessert Lord Lambourne | MM106 | 5 |
| Apple Dessert Ribston Pippin | MM106 | 5 |
| Apple Dessert Spartan | MM106 | 5 |
| Apple Dessert Sunset | MM106 | 5 |
| Apple Dessert Tydeman's Late Orange | MM106 | 5 |
| Apple Dessert Worcester Pearmain | MM106 | 5 |
| Apple Cooking Bramley's Seedling | MM106 | 5 |
| Apple Cooking Grenadier | MM111 | 5 |
| Apple Cooking Howgate Wonder | MM106 | 5 |
| Apple Cooking Reverend W.Wilks | MM106 | 5 |
| Cider apple Dabinett | MM111 | 5 |
| Cider apple Kingston Black | MM111 | 5 |
| Cider apple Michelin | MM106 | 5 |
| Cider apple Morgan's Sweet | M25 | 5 |
| Cider apple Red Foxwhelp | M25 | 5 |
| Cider apple Tremlett's Bitter | MM106 | 5 |
| **Pears, Medlars, Quinces** | | 5 |
| Pear Beurré Hardy | Quince A | 5 |
| Pear Concorde | Quince A | 5 |
| Pear Conference | Quince A | 5 |
| Pear Doyenné du Comice | Quince A | 5 |
| Pear Williams' Bon Chrétien | Quince A | 5 |
| Pear Invincible / Fertilia | Quince A | 5 |
| Pear Louise Bonne de Jersey | Quince A | 5 |
| Pear Petite Poire / WS | Quince A | 5 |
| Medlar Nottingham / Mespilus | Quince A | 5 |
| Medlar Westerveld / Mespilus | Quince A | 5 |
| Quince Champion / CYDONIA | Quince A | 5 |
| Quince Meech's Prolific / CYDONIA | Quince A | 5 |
| **Plums, Gages, Damsons, Sloes** | | 5 |
| Plum Cambridge Gage | Myrobalan sdlng | 5 |
| Plum Mirabelle de Nancy | Myrobalan sdlng | 5 |
| Plum Old Greengage | Myrobalan sdlng | 5 |
| Plum Oullin's Golden Gage | Myrobalan sdlng | 5 |
| Plum Blue Tit | Myrobalan sdlng | 5 |
| Plum Burbank Tangerine / WS | Myrobalan sdlng | 5 |
| Plum Edwards | Myrobalan sdlng | 5 |
| Plum Marjorie's Seedling | Myrobalan sdlng | 5 |
| Plum Rivers' Early Prolific | Myrobalan sdlng | 5 |
| Plum Victoria | Myrobalan sdlng | 5 |
| Plum Farleigh Damson | Myrobalan sdlng | 5 |
| Plum Merryweather Damson | Myrobalan sdlng | 5 |
| Plum Shropshire Prune Damson | Myrobalan sdlng | 5 |
| **Cherries** | | 5 |
| Cherry Morello | Colt | 5 |
| Cherry Merton Glory | Colt | 5 |
| Cherry White Heart | Colt | 5 |
| Cherry Lapins / Cherokee | Colt | 5 |
| Cherry Regina | Colt | 5 |
| Cherry Summer Sun | Colt | 5 |
| Cherry Van | Colt | 5 |
| **Nuts** | | |
| Walnut Franquette | | 5 |
| Walnut Broadview | | 5 |
| | TOTAL | 315 |

## Orchard Sward Species Mix List

BNG Species Rich Grass & Wildflower 80:20
Achillea millefolium (Yarrow)
Agrimonia eupatoria (Agrimony)
Centaurea nigra (Common Knapweed)
Leontodon hispidus (Rough Hawkbit)
Leucanthemum vulgare (Oxeye Daisy)
Lotus corniculatus (Bird's-foot Trefoil)
Malva moschata (Musk Mallow)
Plantago lanceolata (Ribwort Plantain)
Primula veris (Cowslip)
Rumex acetosa (Common Sorrel)
Vicia cracca (Tufted Vetch)
Poterium sanguisorba (Salad Burnet)
Galium verum (Lady's Bedstraw)
Knautia arvensis (Field Scabious)
Silene vulgaris (Bladder Campion)
Geranium pratense (Meadow Crane's-bill)
Prunella vulgaris (Selfheal)
Sanguisorba officinalis (Great Burnet)
Grasses:
Anthoxanthum odoratum (Sweet Vernal-grass)
Briza media (Quaking Grass)
Cynosurus cristatus (Crested Dogstail)
Festuca rubra (Red Fescue)
Agrostis capillaris (Common Bent)
Alopecurus pratensis (Meadow Foxtail)
Schedonorus pratensis (Meadow Fescue)

APPENDIX 3 – PROFORMA ALLOCATION NOTICE

**ALLOCATION NOTICE**

Relating to Sale of Biodiversity Units

At land adjoining Parkers Farm, Oakley Road, Manningtree and land at Brook Farm, Stones Green Road, Great Oakley, Harwich

Pursuant to s.106 Agreement between

(1) Tendring District Council, and (2) George Thompson (Great Oakley) Limited [and (3) Barclays Security Trustee Limited dated [date]

| | |
|---|---|
| **Date** | |
| **Purchaser of Units** | Name:<br><br>Address: |
| **Development Offset by Units (if applicable)** | Site Address:<br><br>Application Reference: |
| **Number/Type of Available Units** | |
| **Number/Type of Units being Purchased** | |
| **Remaining Number/Type of Units at the date of this Notice** | |

**Signed for and on behalf of [Owner/Other Party]:**

.....(Signature)

.....(Name in Capitals)

[.....(Position in Company)]

APPENDIX 4 – LETTER FROM BARCLAYS BANK PLC