



**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

## Planning Committee

5 September 2024



Proposal:	The creation of a biodiversity habitat bank to be secured for a period of 30 years
Location:	Exton's Wood and Ark Field, East of Boothby Pagnell and Witherns and Kirkhill, West of Bitchfield
Applicant:	Boothby Wildland Limited
Application Type:	Section 106 Agreement
Reason for Referral to Committee:	Entering into a Section 106 agreement with financial obligations
Key Issues:	Securing Biodiversity Net Gain (BNG) for a period of 30 years Monitoring arrangements
Technical Documents:	HMMP (Habitat Management & Monitoring Plan)

### Report Author

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**Corporate Priority:**

**Growth**

**Decision type:**

**Regulatory**

**Wards:**

**Lincrest**

**Reviewed by:**

Phil Jordan, Development Management & Enforcement Manager

23 August 2024

### Recommendation (s) to the decision maker (s)

To authorise the Assistant Director of Planning & Growth to enter into a Section 106 Agreement with Boothby Wildland Ltd to create, manage and maintain Biodiversity Net Gain Units for the purpose of satisfying Biodiversity Net Gain Obligations for developments for a period of 30 years.

# **1 Background**

- 1.1 Biodiversity Net Gain (BNG) is mandatory under Schedule 7A of the Town and Country Planning Act 1990 (as inserted by Schedule 14 of the Environment Act 2021).
- 1.2 The BNG units are to be secured by legal agreement with the landowner to legally ensure the highest quality delivery of the habitats. The uplift in biodiversity is measured by the current version of the Statutory Biodiversity Metric (Defra,2023) (the Metric) and translated into Biodiversity Units (BU) that can then be sold to developers to meet their BNG obligations that are now mandatory.
- 1.3 In light of the requirements of the Environment Act, developers must deliver a BNG of 10% net gain of biodiversity from developments. This means a development must result in more or better-quality natural habitat than there was before development.
- 1.4 There are three ways a developer can achieve BNG. Firstly, developers can seek to enhance and restore biodiversity on-site (within the red line boundary of a development site). Secondly, if developers cannot achieve all of their BNG on-site, they can deliver through a mixture of on-site and off-site provision. Developers can either make off-site biodiversity gains on their own land outside the development site or buy off-site biodiversity units on the market. If developers cannot achieve on-site or off-site BNG, they must buy statutory biodiversity credits from the government. This should be a last resort. The government will use the revenue to invest in habitat creation in England.
- 1.5 It is desirable to have a site within South Kesteven that can provide local BNG units in the event that developers cannot achieve BNG on-site. This would ensure that in this scenario the BNG and associated benefits that arise from new development would remain within South Kesteven, as opposed to being used elsewhere.

# **2 Description of Site**

- 2.1 The land proposed to be used for the Biodiversity Areas that would be subject to the Section 106 Agreement totals 64.6 hectares. This comprises four separate parcels of land referred to as Exton's Wood (14 ha), Ark Field (9.6 ha), Witherns (13 ha) & Kirkhill (28 ha).
- 2.2 The Biodiversity Areas are part of a wider 617 ha arable farm known as Boothby Wildland, that has been purchased with the intention of allowing nature restoration and promoting BNG within the unit. The current site comprises contract managed arable land and woodland.

# **3 Description of Proposal**

- 3.1 The applicant seeks to create, manage and maintain BNG Units on the above sites for the purpose of satisfying BNG obligations for developments for a period of 30 years. This would involve selling BNG units to developers where they are unable to achieve a net gain in biodiversity on-site.

- 3.2 In order to secure the use of the land in this way, it is necessary for the land to be subject to a Section 106 agreement to secure the management and maintenance of the habitat enhancements that will result in the BNG units for a minimum period of 30 years.
- 3.3 The habitat enhancements are to be achieved through adherence to a Habitat Management and Monitoring Plan (HMMP) (Appendix A). The HMMP is a detailed plan that outlines how the Biodiversity Areas will be monitored and managed for at least 30 years in order to create and enhance habitats for the purposes of achieving BNG.
- 3.4 As such, Boothby Wildland Ltd and the Council have negotiated and prepared a draft Section 106 agreement (Appendix B) that secures the management and maintenance of the Biodiversity Areas, as set out in the HMMP for a 30-year period.
- 3.5 The Section 106 agreement does not affect but will support the continuity of the regenerative agricultural use and agricultural unit confirmed in Schedule 7A of the Town and Country Planning Act 1990 and National Guidance for BNG. Relevantly, the Town and Country Planning Act 1990 notes that “agriculture” includes the “use of land for woodlands where that use is ancillary to the farming of land for other agricultural purposes.
- 3.6 Boothby Wildland Ltd would be responsible for undertaking low-density regenerative farming to achieve habitat enhancements on the Biodiversity Areas to enable the generation of off-site BNG units. Boothby’s low-density regenerative farming conforms with the current agricultural use of the land.
- 3.7 Boothby Wildland Ltd will be responsible for undertaking low-density regenerative farming in the Biodiversity Areas and managing and maintaining the Biodiversity Areas in accordance with the Habitat Management and Monitoring Plan that has been prepared. The Council’s responsibility is to ensure that the obligations set-out in the Section 106 agreement are adhered to, through effective monitoring of the site.
- 3.8 The HMMP is designed to be an adaptive, 'live' document and should be reviewed and amended regularly to ensure the management objectives remain fit to achieve their intended aims over the 30-year management period. Monitoring of the HMMP will be carried out by the Council as Local Planning Authority, who will review progress of the habitat units against the proposed management objectives.
- 3.9 Monitoring will follow the method set out in the Statutory Biodiversity Metric for conducting condition assessments. A report should be produced after each monitoring visit and will include recommendations for action or alterations to the management prescription set out here. Monitoring will be conducted annually for the first five years during June or July before the grass is cut for hay. After year 5, monitoring may be reduced to once in 2 years, and eventually to once in 5 years as habitats become more stable, for the 30-year duration.
- 3.10 In order to ensure that the monitoring costs of the Council are covered for the lifetime of the agreement, a monitoring fee of £35,000 is to be provided to the Council. The agreement also allows for this to be reviewed and an additional monitoring fee secured in the event that the monitoring costs of the Council exceed this initial payment.

## **4 Recommendation**

- 4.1 To authorise the Assistant Director of Planning & Growth to enter into a Section 106 Agreement with Boothby Wildland Ltd to create, manage and maintain Biodiversity Net Gain Units for the purpose of satisfying Biodiversity Net Gain Obligations for developments for a period of 30 years.