

DATED **2024**

(1) SOUTH KESTEVEN DISTRICT COUNCIL

(2) BOOTHBY WILDLAND LIMITED

AGREEMENT

**relating to land at
Kirkhill, Witherns, Ark Field and Exton's East at Boothby
Wildland
made pursuant to section 106 of the Town and Country
Planning Act 1990, section 1 of the Localism Act 2011,
Section 111 of the Local Government Act 1972**



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THIS DEED OF AGREEMENT is made on 2024

BETWEEN:

- (1) **South Kesteven District Council**, Council Offices, The Picture House, St Catherine's Road, Grantham, NG31 6TT (the "**Council**"); and
- (2) **Boothby Wildland Limited** (Company No. 13709852) whose registered office is at 20 Central Avenue, St Andrews Business Park, Norwich, England, NR7 0HR (the "**Owner**").

RECITALS:

- (A) The Council is the local planning authority for the area in which the Biodiversity Areas are situated and can enforce the obligations contained in this Deed.
- (B) The Owner is the freehold owner of the Biodiversity Areas described in Schedule 1 and shown coloured red on the Plan.
- (C) The Owner intends to create Biodiversity Net Gain Units on the Biodiversity Areas for the purpose of satisfying Biodiversity Net Gain Obligations for developments and is responsible for delivering the habitat enhancements and managing and maintaining the Biodiversity Areas in accordance with the Habitat Management Plan (terms as defined in Schedule 2 to this Deed).
- (D) The Owner and the Council agree that the Biodiversity Areas can provide Biodiversity Net Gain Units and can provide biodiversity enhancements. The Parties enter into this Deed to secure the planning obligations contained in it and to bind the land.

IT IS AGREED as follows:

OPERATIVE PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed (which includes the Recitals, Schedules and Appendices to it) the following words and expressions have the following meanings unless the context requires otherwise:-

- "1990 Act"** means the Town and Country Planning Act 1990 (as amended)
- "2011 Act"** means the Localism Act 2011
- "Biodiversity Areas"** means approximately 64.6 hectares of land forming part of the land under registered title numbers LL106701 and LL177 shown edged red on the Plan against which this Deed may be enforced and is more particularly described in Schedule 1 and shown edged red on the Plan and includes any part of it
- "Completion Certificate"** means the notice issued by the Council following a Compliance Visit approving the habitat establishment works
- "Compliance Visit/s"** means a site visit undertaken by a trained ecologist
- "Compliance Visit Fee"** means the sum of £700 (or such other sum as may be incurred by the Council in the future for undertaking a Compliance Visit) to be paid per Compliance Visit undertaken by the Council, which sum shall be deducted from the Biodiversity Gain Land Monitoring Contribution
- "Comply"** means comply, perform, fulfil and/or discharge or procure compliance, performance, fulfilment and/or discharge

“Covenant Expiry Date”	means the date which is the expiration of the period of 30 years from the Covenant Start Date
“Covenant Period”	means the period from the Covenant Start Date to the Covenant Expiry Date
“Covenant Start Date”	means the date that the Council issues a Completion Certificate to the Owner
“Deed”	means this Deed made under section 106 of the 1990 Act and all other enabling powers
“Dissatisfaction Notice”	means the notice to be issued by the Council in the event that the Council is not reasonably satisfied that the habitat establishment works set out in the Habitat Management and Monitoring Plan have been carried out and completed to the Council’s reasonable satisfaction and which shall set out any steps that the Council considers that the Owner must take to complete the habitat establishment works to their satisfaction
“Expert”	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society
“Force Majeure Event”	means any circumstance not within a party’s reasonable control including, without limitation: (a) acts of God, flood, drought, fire earthquake, or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; or (d) nuclear, chemical or biological contamination;
“Land Bound”	means all of the Biodiversity Areas
“Material Breach”	means a clear and material breach by the Owner of the requirements of the Habitat Management and Monitoring Plan in respect of the management of any Biodiversity Area which is directly resulting in material and ongoing harm to one or more of the habitat types within that Biodiversity Area (for the avoidance of doubt where there is a dispute between the Parties as to whether a Material Breach has occurred the Owner agrees to pay the full costs of the Expert (including those incurred by the Council) pursuant to Clause 7 of this Deed)
“Parties”	means the parties to this Deed and “Party” shall be construed accordingly
“Plan”	means the plan attached at Appendix 1
“Reasonable Endeavours”	means attempt to fulfil the relevant obligation by expending effort and money as in all the circumstances may be reasonable to expect, which may include engaging professional and other advisers as appropriate but does not require a Party to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary)

“Relevant Event” means any of the following events:

(a) a change in the law and/or national policy in respect of the requirement to secure biodiversity net gain in respect of development; or

(b) a decision of a Court, tribunal, Secretary of State or Natural England (or such similar body) that results in Biodiversity Net Gain Obligations not being required by law or the Site the subject of this Agreement no longer being an effective form of satisfying the Biodiversity Net Gain Obligations

“Variation Event” means any of the following events in regards to statutory Biodiversity Net Gain Obligations: (a) a change in Natural England’s custom or practice; or (b) a change in scientific opinion based on evidence; or (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 Obligations; or (d) such other event as may be agreed between the Parties as constituting a Variation Event

“Working Day” means a day other than a Saturday or Sunday or public holiday in England

- 1.2 In this Deed, unless otherwise indicated, reference to any:
- 1.2.1 Recital, Clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a Recital, Clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Deed;
 - 1.2.2 words importing the singular meaning include the plural meaning and vice versa;
 - 1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.
- 1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.
- 1.5 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.6 Each of the Parties to this Deed shall act in good faith and shall co-operate with each of the other Parties to facilitate the discharge and performance of all obligations on them contained in this Deed and the Owner shall comply with any reasonable requests of the Council to provide documentation within its possession (such documentation to be provided by the Owner at its own expense) for the purposes of monitoring compliance with the obligations contained in this Deed.
- 1.7 Where this Deed requires a matter to be agreed by, approved by or consented to by any of the Parties, the relevant Party shall act reasonably in respect of such agreement, approval or consent and such agreements, approval or consent shall not be unreasonably withheld or delayed.

2. LEGAL BASIS

- 2.1 This Deed is made under:
- 2.1.1 section 106 of the 1990 Act;

- 2.1.2 Part 6 of the Environment Act 2021;
- 2.1.3 section 39 of the Wildlife and Countryside Act 1981; and
- 2.1.4 section 1 of the 2011 Act, section 111 of the Local Government Act 1972, and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

2.2 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and so bind the Owner's interests in the Land Bound. Subject to Clause 5, the obligations, covenants and undertakings on the part of the Owner are entered into with the intent that they are enforceable not only against the Owner but also against any successors in title or assigns of the Owner and any person claiming through or under the Owner an interest or estate in the Land Bound or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.

2.3 Insofar as any obligations, covenants and undertakings in Clause 2.2 are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in Clause 2.1.4.

2.4 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council, they are entered into under the relevant powers referred to in Clause 2.1 and those obligations, covenants and undertakings are enforceable by or against the Council.

2.5 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of their statutory powers, duties, functions or discretions in relation to the Land Bound or otherwise.

3. **OWNER'S COVENANTS WITH THE COUNCIL**

3.1 The Owner, on behalf of itself and its successors in title to its interest in the Land Bound, covenants with the Council:

- 3.1.1 to Comply with each obligation, covenant and undertaking on the part of the Owner contained in this Deed or in Schedule 2;
- 3.1.2 to notify the Council within 5 Working Days of any change in ownership of any of its interests in the Land Bound occurring before all the obligations under this Deed have been discharged. The notice must contain details of the transferee's full name and registered office (if a company, or usual address if not) together with a plan showing the area of the Land Bound.

4. **THE COUNCIL'S COVENANTS**

4.1 The Council covenants with the Owner to Comply with each obligation, covenant and undertaking on the part of the Council contained in this Deed and as set out in Schedule 2.

4.2 The Council covenants with the Owner following a written request from the Owner made at any time after any obligation under this Deed has been fulfilled, to issue a letter of release in substantially the form attached at Appendix 3 in respect of that obligation within 30 Working Days after the date on which it receives the request.

5. **SUCCESSORS IN TITLE AND RELEASE**

5.1 References in this Deed to the Council include the successors to their respective statutory functions and include persons deriving title through or under them.

5.2 Subject to Clauses 5.3 and 5.4, references to the Owner include its heirs, assigns, successors in title and persons deriving title through or under them.

- 5.3 No person or party shall be bound by the terms of this Deed or liable for a breach of the restrictions and obligations contained in this Deed occurring after that person or party has parted with all or part of their interest in the Land Bound or the part in respect of which the breach occurs (but without prejudice to any liability for any breach committed prior to such parting).
- 5.4 The obligations contained in this Deed shall not be binding or enforceable against:
- 5.4.1 any statutory undertaker or other person who acquires any part of the Land Bound or interest therein for the purposes solely of the supply of electricity, gas, water, drainage, telecommunications services or public transport;
 - 5.4.2 anyone whose only interest in the Land Bound is in the nature of the benefit of an easement or covenant only; or
 - 5.4.3 any mortgagee or chargee of the Land Bound from time to time unless it is a mortgagee in possession of the whole or any part of the Land Bound where it becomes bound by the obligations as if it were a person deriving title from the Owner until such time as it parts with its interest in the Land Bound (or the relevant part thereof) PROVIDED THAT any mortgagee or charge shall only be liable for any breach that it itself has caused whilst mortgagee in possession and shall not be liable for pre-existing breaches.

6. ENFORCEMENT PROTOCOL

- 6.1 Before taking action to enforce any of the provisions of this Deed the Council will, save in the case of an emergency in which case it will as soon as reasonably practicable, give written notice to the Owner stating the nature of the breach, the steps reasonably required to remedy the breach, specifying a reasonable timescale for the Owner to take the specified steps to remedy the breach (taking into account seasonal restrictions) and specifying whether it considers that the breach is a Material Breach BUT FOR THE AVOIDANCE OF DOUBT nothing in this clause is intended to fetter or restrict the Council's statutory duties, rights, powers or functions in relation to the Land Bound.
- 6.2 The Council will also give the Owner the opportunity to discuss the breach with the Council and the timescale and steps for remedying it prior to the remedy being carried out. The Council will take into account any reasonable representations made by the Owner.
- 6.3 If the Owner does not take the steps specified within the time period agreed under the notice (or such longer period subsequently agreed with the Council) the Council shall be entitled to take enforcement action. If the Owner does not take the steps specified within the time period stated in respect of such enforcement action or longer period as agreed with the Council the Council will be able to pursue legal remedies.
- 6.4 If the Owner does not remedy a Material Breach within the timeframe set out in the written notice referred to in Clause 6.1 (taking into account any updated timescales agreed further to discussions between the Council and the Owner pursuant to Clause 6.2) then the Council shall be entitled to serve written notice on the Owner:
- 6.4.1 specifying the steps in the written notice referred to in Clause 6.1 that it considers have not been taken by the Owner; and
 - 6.4.2 requiring the Owner to cease selling Biodiversity Net Gain Units which are both (i) in the part of the Biodiversity Area where the Material Breach is taking place and (ii) of the habitat type to which the Material Breach relates, until such time as the steps in the written notice referred to in Clause 6.4.1 have been taken.

7. DISPUTE RESOLUTION

- 7.1 If a dispute between the Parties persists beyond 10 Working Days and the Parties are not able to resolve and relates to any matter contained in this Deed (excluding any matter of law), the dispute may be referred to the Expert by any Party.

- 7.2 The Expert will act as an expert and not as an arbitrator and his decision shall be final and binding on the Parties.
- 7.3 Each Party will bear its own costs and the Expert's costs unless the Expert determines otherwise will be paid as determined by him.
- 7.4 The Expert will be appointed subject to an express requirement that he must reach his decision and communicate it to the Parties within the minimum practical timescale allowing for the nature and complexity of the dispute, and in any event not more than 30 Working Days from the date of his appointment to act. His decision will be given in writing with reasons and in the absence of manifest error will be binding on the Parties.
- 7.5 The Expert will be required to give notice to each of the Parties, inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to the Parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

8. **LEGAL COSTS**

On completion of this Deed the Owner will pay to the Council the reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed up to a maximum sum of £3000.

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Nothing in this Deed will create any rights in favour of or be enforceable by any person who is not a party to this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. **NOTICES**

- 10.1 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Deed will be deemed to have been validly served or given if sent by email, delivered by hand, sent by first class post or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:
- 10.1.1 if sent by email, at the time of transmission;
 - 10.1.2 if delivered by hand, the next Working Day after the day of delivery;
 - 10.1.3 if sent by first class post, the day 2 Working Days after the date of posting; or
 - 10.1.4 if sent by recorded delivery, at the time delivery was signed for.
- 10.2 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 10.3 A notice or communication will be served or given:
- 10.3.1 on the Owner at Boothby Lodge Farm, Boothby Pagnell, Lincolnshire, NG33 4DE, or such other address as notified in writing to the Council from time to time, marked for the attention of Ivan de Klee;
 - 10.3.2 on the Council at *South Kesteven District Council, Council Offices, The Picture House, St Catherine's Road, Grantham NG31 6TT* or such other address notified in writing to the Owner from time to time, marked for the attention of *Infrastructure Delivery Officer*;
 - 10.3.3 on any successor in title to the Owner at that successor in title's last known address.
- 10.4 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer so duly authorised to act on behalf of the Council.

11. LOCAL LAND CHARGE

- 11.1 The Council shall register this Deed as a local land charge after the date of this Deed.
- 11.2 The Council must cancel all entries made in the Register of Local Land Charges relating to this Deed as soon as all the obligations under this Deed have been satisfied or if this Deed ceases to have effect in accordance with Clause 13 and shall forthwith provide the Owner with written confirmation of the same.

12. JURISDICTION AND LEGAL EFFECT

- 12.1 This Deed will be governed by and interpreted in accordance with English Law.
- 12.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.
- 12.3 No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in Complying with any obligation, covenant or undertaking in this Deed will constitute a continuing waiver and no waiver will prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner.

13. TERMINATION AND VARIATION OF THIS AGREEMENT

- 13.1 This Deed shall terminate on the Covenant Expiry Date, provided that the Owner is not in material and continuing breach of any terms of this Deed and provided further that the termination of this Deed shall be without prejudice to any accrued rights and liabilities or any rights or remedies of the Parties for breach, non-observance, or non-performance of the obligations under this Deed.
- 13.2 In the event of a Relevant Event, the provisions of this Deed shall automatically terminate in relation to any part of the Biodiversity Areas which has not been Allocated from the date when the Owner confirms its agreement in writing to the Council to the same and the provisions of Clause 13.5 shall apply. For the avoidance of doubt all that land within the Biodiversity Areas which includes Biodiversity Net Gain Units that have been Allocated at the date of the Relevant Event will remain subject to the terms of this Deed.
- 13.3 In the event of a Variation Event, 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 Event.
- 13.4 The Owner may at any time provide the Council with an updated Plan and updated BNG Metric confirming that any part of the Biodiversity Areas which includes Biodiversity Net Gain Units that have not already been Allocated will no longer be used for the purposes of habitat mitigation and that part of the Biodiversity Areas shall cease to be subject to the provisions of this Deed on receipt of that notification and the Owner will update Natural England within 5 Working Days of the notification to the Council.
- 13.5 The Council covenants with the Owner that within 30 Working Days of (i) the Covenant Expiry Date, (ii) receiving a written notification from the Owner regarding a Relevant Event pursuant to clause 13.2, or (iii) receiving of a written notification pursuant to paragraph 13.4 above, to issue a letter of release in substantially the form attached at Appendix 3 in respect of the relevant parts of the Land Bound.

14. NO RESTRICTION OF OWNER'S USE OF RETAINED LAND

- 14.1 Subject to Schedule 2, nothing in this Deed shall impose or be deemed to impose any restriction on the Owner's use of the Land Bound and the Owner retains rights of light and the ability to develop the Land Bound and use the Land Bound in any way BUT FOR THE AVOIDANCE OF DOUBT this Clause 14 shall always be (where relevant) subject to:

- 14.1.1 compliance with the Habitat Management and Monitoring Plan;
- 14.1.2 compliance with the provisions of paragraph 2 of Schedule;2 and
- 14.1.3 subject to the approval of any necessary consents or permissions.

15. **FORCE MAJEURE**

- 15.1 Provided it has complied with this clause, if the Owner is prevented, hindered, or delayed in or from performing any of its obligations under this Deed by a Force Majeure Event the Owner shall not be in breach of or otherwise liable for any such failure or delay in the performance of such obligations.
- 15.2 The Owner shall as soon as reasonably practicable after the start of the Force Majeure Event notify the Council in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Deed.
- 15.3 The Owner shall use Reasonable Endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

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EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1

PART 1 – OWNER

Description of Land

Title Documents

The land edged red on the Plan within the registered title number LL106701 being land lying to the west of Church Cottage, Lower Bitchfield, Grantham (NG33 4DZ) and land on the north side of Ingoldsby Road, Bitchfield, Grantham (NG33 4DT)

LL106701

The land edged red on the Plan within the title number LL177 being land lying to the east of the village of Boothby Pagnell and to the south of Boothby Little Wood.

LL177

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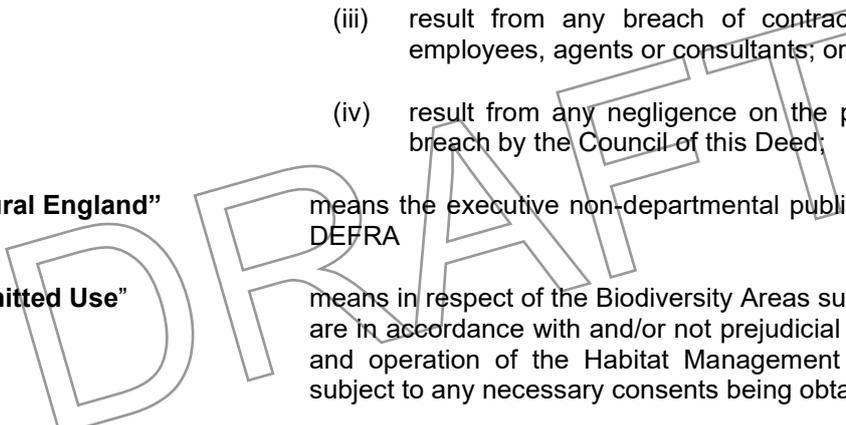
SCHEDULE 2 – BIODIVERSITY

1. DEFINITIONS

In this Schedule the following words and phrases shall have the meanings ascribed to them:-

“Additional Monitoring Contribution”	means such sum as is required to cover the shortfall between the balance of the Biodiversity Gain Land Monitoring Contribution and the remaining Monitoring Costs for the remainder of the Covenant Period
“Biodiversity Gain Land Monitoring Contribution”	means the sum of £35,000 (thirty five thousand pounds sterling) payable by the Owner to the Council under and in accordance with paragraph 3.2 of Schedule 2 to this Deed which shall be applied by the Council as a financial contribution towards the Monitoring Costs
“Biodiversity Gain Site Register”	means the Biodiversity Gain Site Register to be established and maintained pursuant to the Biodiversity Gain Site Register Regulations 2024
"Biodiversity Net Gain Obligations"	means any requirements or obligations in respect of a development in relation to achieving a net gain in Biodiversity Value, whether pursuant to the requirements of the Environment Act 2021, Schedule 7A of the 1990 Act, or any other requirements of a local planning authority or commitments made by a developer in relation to the same
"Biodiversity Net Gain Units"	means a unit of Biodiversity Value measured in accordance with the BNG Metric
"Biodiversity Value"	means the unit quantification of the size and the distinctiveness, quality and condition of a habitat to provide a measure of its ecological value as assessed using the BNG Metric
"BNG Metric"	means the Statutory Biodiversity Metric published by DEFRA for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement pursuant to the Environment Act 2021 and any regulations relating to biodiversity net gain made thereunder or such other metric as may from time to time be produced and published by the Secretary of State
“DEFRA”	means the Department for Environment Food & Rural Affairs
“Details Submitted”	means those matters set out in paragraph 5.1 of this Schedule 2
“Habitat Management and Monitoring Plan”	means the plans set out in Appendix 2 to this Deed for: <ol style="list-style-type: none"> (a) creating and enhancing the habitat at the Biodiversity Areas to create 337.9 Biodiversity Net Gain Units; and (b) managing, maintaining and monitoring the Biodiversity Net Gain Units delivered; <p>or such updated plans as may be agreed with the Council pursuant to paragraph 4 of Schedule 2, such agreement not to be unreasonably withheld or delayed</p>

“Metric Spreadsheet”	means a BNG Metric spreadsheet demonstrating the baseline Biodiversity Value of the Biodiversity Areas and the projected Biodiversity Value of the Biodiversity Areas following implementation of the habitat enhancements
“Monitoring”	means reviewing Reports from the Owner, undertaking Compliance Visits, issuing Completion Certificates and Dissatisfaction Notices, instructing and appointing contractor ecologists in relation to the same and the Council’s administrative costs of complying with its obligations in relation to the same
“Monitoring Costs”	means the reasonable and properly incurred costs of the Council in undertaking Monitoring during the Term of this Deed PROVIDED THAT no costs or expenses shall constitute Monitoring Costs to the extent that the sums paid by the Council: <ul style="list-style-type: none">(i) relate to any payments to any contractor or consultant that are not justified by the relevant contractor’s or consultant’s accounts and records;(ii) relate to any payments to any contractor or consultant that should not have been paid by Council to the relevant party;(iii) result from any breach of contract by the Council its employees, agents or consultants; or(iv) result from any negligence on the part of the Council or breach by the Council of this Deed;
“Natural England”	means the executive non-departmental public body, sponsored by DEFRA
“Permitted Use”	means in respect of the Biodiversity Areas such uses of the land as are in accordance with and/or not prejudicial to the implementation and operation of the Habitat Management and Monitoring Plan subject to any necessary consents being obtained
“Previous Land Uses”	means arable farming
“Report”	means a completed version of “Habitat Monitoring Report Template” appended at Appendix 4. The completed documents submitted to the Council shall reflect the relevant survey season April to September (subject to the habitat and seasonal weather patterns) and must be submitted prior to the 1st December of the year of reporting and “Reports” shall be construed accordingly.
“Revised Biodiversity Net Gain Monitoring Contribution”	means the fee calculated by the Council pursuant to paragraph 4.2 of this Schedule 2 which shall represent a reasonable financial contribution towards and which shall be used solely for the Council’s Monitoring Costs in respect of a revised Habitat Management and Monitoring Plan pursuant to paragraph 4.1 of this Schedule 2 for the Covenant Period



2. **PROHIBITION OF CURRENT LAND USES AND IMPLEMENTATION OF HABITAT MANAGEMENT AND MONITORING PLAN**

2.1 The Owner and the Council agree that:

- 2.1.1 the Owner ceased using:
- (a) the Ark Lane Biodiversity Area for the Previous Land Uses in September 2022; and
 - (b) the Witherns and Kirk Hill Biodiversity Areas for the Previous Land Uses in August 2023; and
 - (c) the Exton's East Biodiversity Area for the Previous Land Uses in September 2023;

since then the Biodiversity Areas have not been used for the Previous Land Uses;

- 2.1.2 the initial habitat works commenced in November 2022 for Ark Lane Biodiversity Area, in August 2023 for Witherns and Kirk Hill Biodiversity Areas and will be commenced in Exton's East Biodiversity Area by December 2024;

- 2.1.3 the habitat enhancements will be completed:

- (a) the Ark Lane, Witherns and Kirk Hill Biodiversity Areas by October 2024; and
- (b) the Exton's East Biodiversity Area by January 2025;

in accordance with the Habitat Management and Monitoring Plan and Metric Spreadsheet. BUT FOR THE AVOIDANCE OF DOUBT the habitat establishment works will not be considered to be complete pursuant to this paragraph 2.1.3 until the Owner has received a Completion Certificate from the Council confirming the habitat establishment works on the relevant Biodiversity Area have been implemented in full and as required in the Habitat Management and Monitoring Plan and to the reasonable satisfaction of the Council.

- 2.1.4 no later than 30 days ahead of the anticipated date of completion of the habitat establishment works the Owner will request a Compliance Visit.

- 2.1.5 if a Dissatisfaction Notice is issued pursuant to a Compliance Visit then the Owner shall repeat the provisions of paragraph 2.1.3 and 2.1.4 until such time as a Completion Certificate is issued to the Owner by the Council.

- 2.2 The Owner covenants with the Council:

- 2.2.1 not to use the Biodiversity Areas for any Previous Land Uses (save for avoidance of doubt any Permitted Uses) during the Covenant Period;
- 2.2.2 to implement the Habitat Management and Monitoring Plan; and
- 2.2.3 to maintain, manage and monitor the habitat enhancements at the Biodiversity Areas in accordance with the Habitat Management and Monitoring Plan throughout the Covenant Period.

3. **MONITORING**

- 3.1 The Owner covenants with the Council that:

- 3.1.1 it shall submit to the Council a report on the outcomes of the monitoring of the Biodiversity Areas undertaken pursuant to paragraph 2.2.3 at the following intervals:

- (a) one year anniversary of the Covenant Start Date
- (b) two year anniversary of the Covenant Start Date;

- (c) three year anniversary of the Covenant Start Date
- (d) four year anniversary of the Covenant Start Date
- (e) five year anniversary of the Covenant Start Date;
- (f) nine year anniversary of the Covenant Start Date;
- (g) fourteen year anniversary of the Covenant Start Date;
- (h) nineteen year anniversary of the Covenant Start Date
- (i) twenty five year anniversary of the Covenant Start Date; and
- (j) thirty year anniversary of the Covenant Start Date;

3.1.2 that if any monitoring report submitted pursuant to paragraph 3.1.1 identifies that remedial and/or corrective measures are reasonably required to the habitat enhancements at the Biodiversity Areas in order to ensure that they meet the standards set out in the approved Habitat Management and Monitoring Plan then such measures shall be undertaken by the Owner in accordance with timescales to be agreed in writing with the Council.

3.2 The Owner shall pay to the Council the Biodiversity Gain Land Monitoring Contribution within 15 Working Days of the date of this Deed. The Council shall place and hold the Biodiversity Gain Land Monitoring Contribution in an interest bearing account and shall provide annual statements to the Owner confirming the amount of the Biodiversity Gain Land Monitoring Contribution held, the amount withdrawn against Biodiversity Gain Land Monitoring Contribution, and any interest applied and accruing to the same.

3.3 The Council shall deduct the Monitoring Costs from the Biodiversity Gain Land Monitoring Contribution and shall:

3.3.1 notify the Owner in writing when (a) 25% and (b) 50% of each of the Biodiversity Gain Land Monitoring Contribution and any Additional Monitoring Contribution has been spent; and

3.3.2 annually compile and provide to the Owner a report setting out all Monitoring Costs along with evidence of the same ("**Monitoring Costs Report**").

3.4 In the event that the Monitoring Costs Report shows that the balance of the Biodiversity Gain Land Monitoring Contribution is not sufficient to cover the remaining Monitoring Costs for the remaining Covenant Period then:

3.4.1 the Council shall be entitled to request in writing the Additional Monitoring Contribution and shall support such request with evidence justifying the requested sum; and

3.4.2 if the Owner agrees with the Council's request it shall confirm the same in writing, and the Council shall as soon as reasonably practicable after receipt of such confirmation submit an invoice to the Owner for the agreed Additional Monitoring Contribution; or

3.4.3 if, taking into account the evidence provided by the Council, the Owner (acting reasonably) does not agree that an Additional Monitoring Contribution is required or does not agree the sum of Additional Monitoring Contribution that has been requested the Owner shall notify the Council of the same and the parties shall use reasonable endeavours to agree the position in which case paragraph 3.4.2 shall apply, and if the parties cannot reach agreement Clause 7 shall apply.

3.5 Upon receipt of an invoice pursuant to paragraph 3.4 above the Owner shall pay the Additional Monitoring Contribution to the Council within 60 Working Days of the date of receipt of the invoice.

3.6 Within 60 Working Days of the Covenant Expiry Date the Council shall:

- 3.6.1 provide a final statement to the Owner confirming the amount of the Biodiversity Gain Land Monitoring Contribution held, the amount withdrawn against the Biodiversity Gain Land Monitoring Contribution, and any interest applied and accruing to the same; and
- 3.6.2 return any surplus Biodiversity Gain Land Monitoring Contribution or Additional Monitoring Contribution held (including any interest thereon) to the Owner.

3.7 The Parties agree that either (a) 24 months from the Covenant Start Date or (b) when 25% of each of the Biodiversity Gain Land Monitoring Contribution and any Additional Monitoring Contribution has been spent (whichever is the earlier) they will undertake a joint review of Monitoring Costs incurred to date, and shall thereafter meet to discuss and seek to implement opportunities for mitigating Monitoring Costs incurred by the Council.

4. REVISION OR REPLACEMENT OF HABITAT MANAGEMENT AND MONITORING PLAN

4.1 The Owner may from time to time submit an updated or replacement Habitat Management and Monitoring Plan to the Council for approval, which approval shall not be unreasonably withheld or delayed PROVIDED THAT any such revised or replacement Habitat Management and Monitoring Plan shall not prejudice the continued functioning of the Biodiversity Areas and/or any existing Allocation of Biodiversity Net Gain Units.

4.2 The Council may as a result of the revised Habitat Management and Monitoring Plan approved pursuant to paragraph 7.1 impose a Revised Biodiversity Net Gain Monitoring Contribution and thereafter the Owner shall pay the difference between the Biodiversity Net Gain Monitoring Contribution and the Revised Biodiversity Net Gain Monitoring Contribution within 60 Working Days of receipt of an invoice in respect of the same.

4.3 If the revised Habitat Management and Monitoring Plan results in either:

- 4.3.1 a change to the broad habitat type, or
- 4.3.2 an increase in distinctiveness,

of any habitats outlined in the Habitat Management and Monitoring Plan, as defined by the BNG Metric, then the Owner must request a Compliance Visit from the Council within 10 Working Days of approval of the new Habitat Management and Monitoring Plan, and the Covenant Period of 30 years will restart from the date of the new Completion Certificate issued by the Council thereafter

5. ALLOCATION OF BIODIVERSITY NET GAIN UNITS

5.1 The Owner shall notify the Council within 5 Working Days after confirmation from the custodian of the Biodiversity Gain Site Register that some or all of the Biodiversity Net Gain Units specified in the Habitat Management and Monitoring Plan or notified to the Council pursuant to paragraph 7.3 have been allocated to a development for the purposes of satisfying Biodiversity Net Gain Obligations for that development ("**Allocated**"), and shall provide:

- 5.1.1 details of the development to which the Biodiversity Net Gain Units are Allocated including the planning permission reference number for the development and local authority area within which the development is located;
- 5.1.2 the number of Biodiversity Net Gain Units Allocated to the development; and
- 5.1.3 the remaining number of Biodiversity Net Gain Units which have not yet been Allocated to any development and remain available for Allocation (the "**Unallocated Capacity**").

6. RIGHT TO INSPECT BIODIVERSITY AREAS

6.1 From the date of this Deed the Owner shall at all reasonable times (following reasonable notice given in accordance with paragraph 9.1.2 of this Schedule 2) allow the Council, its agents, and contractors

with or without workmen and equipment to inspect the Biodiversity Areas to monitor compliance with the obligations contained in this Deed.

7. RECALCULATION OF BIODIVERSITY NET GAIN

7.1 If during the term of this Deed a new methodology for calculating Biodiversity Net Gain is prescribed by DEFRA or Natural England which differs from that provided through this Deed then the Owner may:

7.1.1 Within 6 (six) months after the new methodology referenced in paragraph 7.1 of this Schedule 2 is prescribed pursuant to the Environment Act 2021 produce a written calculation of the Biodiversity Value of the Biodiversity Areas, such calculation to be on the basis of such new methodology, and shall submit the same to the Council for approval in writing;

7.1.2 Upon receipt from the Council of written notice of approval of any calculation submitted pursuant to paragraph 7.1.1 of this Schedule 2 the Biodiversity Value shall be deemed for the purposes of this Deed to be the amount approved; and

7.1.3 In the event that either of the calculation and/or data gathering is not agreed then the Owner or the Council may refer the matter to be determined by the Expert pursuant to Clause 7 of this Deed.

7.2 The Parties agree and acknowledge that:

7.2.1 the Biodiversity Areas may generate more Biodiversity Net Gain Units in practice than estimated in the Habitat Management and Monitoring Plan;

7.2.2 subject to the remaining subparagraphs of this paragraph 7 the Owner shall be entitled to market and sell such additional Biodiversity Net Gain Units.

7.3 The Owner shall at any time and at its sole discretion have the option (but not the obligation) to produce a written calculation of the Biodiversity Value of the Biodiversity Areas, based on the BNG Metric and:

7.3.1 to notify the Council and Natural England of the updated Unallocated Capacity of the Biodiversity Areas; and

7.3.2 to sell and/or Allocate the Biodiversity Net Gain Units within the Unallocated Capacity.

7.4 For the avoidance of doubt any recalculation of Biodiversity Value carried out pursuant to paragraph 7.1, 7.2 or 7.3 of this Schedule 2 shall not invalidate or otherwise prejudice any Allocation of the Biodiversity Net Gain Units made prior to the date on which (i) the Owner is notified by the Council pursuant to paragraph 7.1.1 of this Schedule that such calculation is approved or (ii) the Council is notified by the Owner pursuant to paragraph 7.3.1 of this Schedule 2.

7.5 In the event that the new Biodiversity Net Gain methodology referenced in paragraph 7.1 of this Schedule requires the Habitat Management and Monitoring Plan to be amended and/or updated and/or replaced (as the case may be) the Owner shall:

7.5.1 within 6 (six) months of the new Biodiversity Net Gain methodology legally taking effect produce a revised Habitat Management and Monitoring Plan and submit the same to the Council for approval pursuant to paragraph 4.1 of this Schedule 2; and

7.5.2 upon receipt from the Council of written notice of approval of any revised Habitat Management and Monitoring Plan the Owner shall implement the approved Habitat Management and Monitoring Plan as amended and/or updated and/or replaced (as the case may be).

8. REGISTRATION OF BIODIVERSITY NET GAIN ALLOCATION

8.1 The Owner shall be responsible for submitting on a timely basis relevant information to Natural England for inclusion in the Biodiversity Gain Site Register and for inclusion in any other statutory registers and national records held by Natural England and held by any other regulatory authorities in accordance with applicable laws and shall confirm to the Council the Details Submitted each time the Owner updates Natural England in accordance with this paragraph 8.1.

9. COUNCIL COVENANTS

9.1 The Council covenants and agrees with the Owner as follows:

9.1.1 Not to unreasonably withhold or delay giving its written approval to any revised or replacement Habitat Management and Monitoring Plan submitted by the Owner to the Council pursuant to paragraph 4.1 or paragraph 7.5 of Schedule 2 of this Deed.

9.1.2 To give not less than 10 Working Days' notice to the Owner of its intention to access the Biodiversity Areas for the purposes of inspection pursuant to paragraph 6.1 of Schedule 2 of this Deed.

9.1.3 The existence at any time of any Unallocated Capacity shall not be taken into account by the Council in the determination of any application for planning permission by the Council without prior written confirmation from the Owner that the Owner has Allocated such Biodiversity Net Gain Units to the development that the application for planning permission is in respect of.

9.1.4 For the avoidance of doubt, the Council agrees with the Owner that Unallocated Capacity shall be Allocated to developments or otherwise monetised by the Owner in its absolute discretion.

9.1.5 Not to unreasonably withhold or delay giving its written approval to any calculation of Biodiversity Value submitted by the Owner to the Council pursuant to paragraph 4.1, 7.1, or 7.5 of Schedule 2 to this Deed.

9.1.6 The Council covenants to pay the Biodiversity Net Gain Monitoring Contribution and Revised Biodiversity Net Gain Monitoring Contribution into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable upon receipt from the Owner and to credit all interest so earned on the Biodiversity Net Gain Monitoring Contribution to that account. The Council further covenants to use the Compliance Visit Fee, the Biodiversity Net Gain Monitoring Contribution, any Additional Monitoring Contribution, and any Revised Biodiversity Net Gain Monitoring Contribution for their intended purpose and not for any other purpose.

9.1.7 To monitor the implementation and operation of the Habitat Management and Monitoring Plan by way of periodic physical visits to the Biodiversity Areas by a suitably qualified ecology and environmental management professional to inspect the Biodiversity Areas and to provide as soon as practicable afterwards a written report to the Owner of the findings of their visit, at the following intervals following the Covenant Start Date:

- (a) one year anniversary of the Covenant Start Date;
- (b) two year anniversary of the Covenant Start Date;
- (c) three year anniversary of the Covenant Start Date;
- (d) four year anniversary of the Covenant Start Date;
- (e) five year anniversary of the Covenant Start Date;
- (f) nine year anniversary of the Covenant Start Date; and

(g) every five years thereafter until the Covenant Expiry Date.

- 9.1.8 Upon receipt of a request pursuant to paragraph 2.1.4 or 4.3 of this Schedule 2 the Council shall carry out a Compliance Visit in a timely manner thereafter and as agreed with the Owner.
- 9.1.9 Within 15 Working Days following a Compliance Visit the Council will issue to the Owner either a Completion Certificate or a Dissatisfaction Notice as appropriate.

DRAFT

Executed as a Deed (but not delivered until the date of this Agreement)

by affixing

the COMMON SEAL of)

SOUTH KESTEVEN DISTRICT)

COUNCIL)

in the presence of:-)

Authorised Signatory

Executed as a Deed (but not delivered until the date of this Agreement) by Boothby Wildland Limited

DRAFT

.....
Full Name (Director)

.....
Signature of Director

In the presence of:

.....
Full Name (Witness)

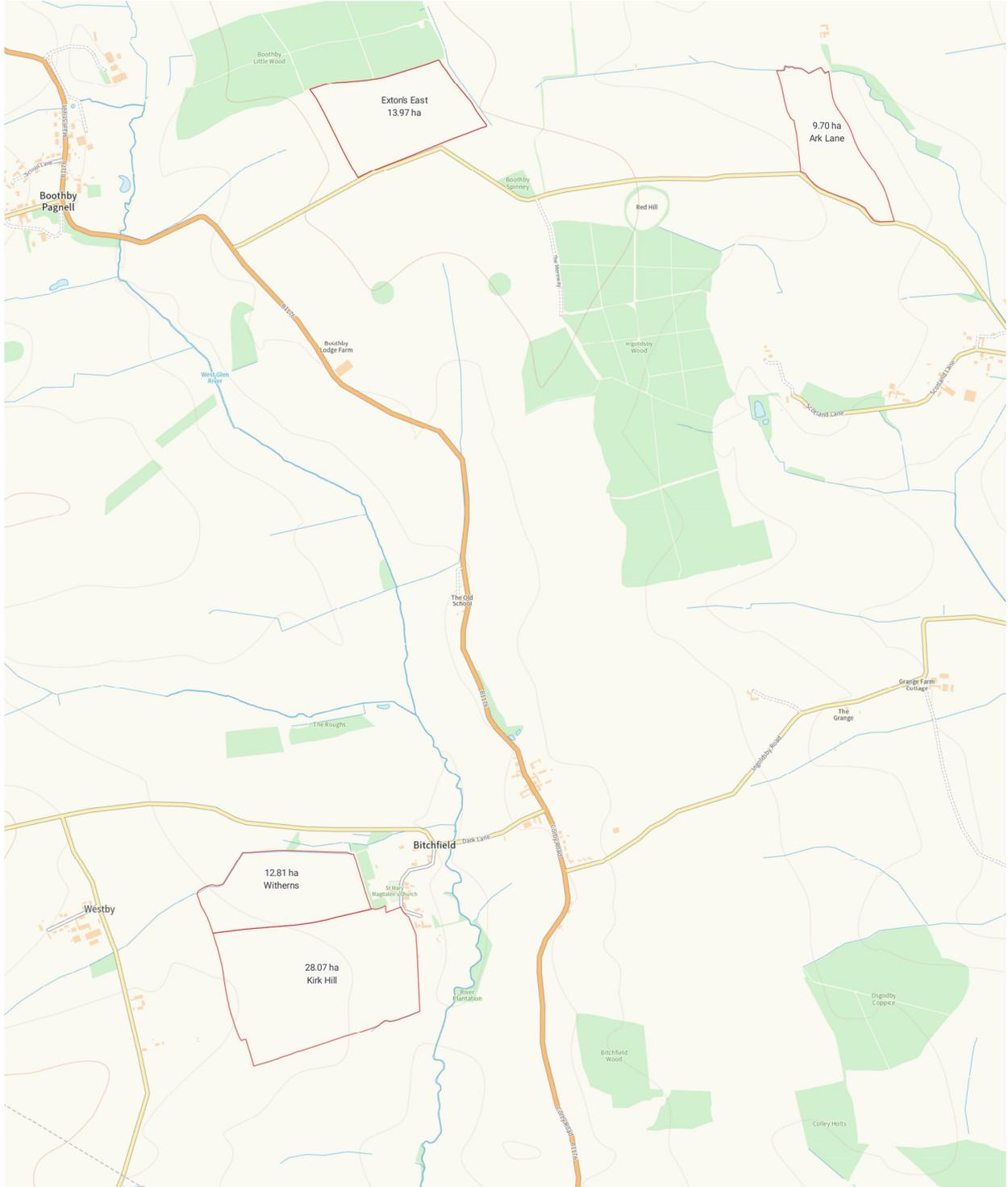
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Signature of Witness

.....
Address (Witness)

APPENDIX 1 - PLAN OF THE SITE

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Boothby Wildland BNG Biodiversity Areas



Produced on Jul 5, 2024.
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500 m
Scale 1:12214 (at A3)



APPENDIX 2 - HABITAT MANAGEMENT AND MONITORING PLAN

DRAFT



Boothby Wildland, Exton's Woods Habitat Management and Monitoring Plan

V1.1 / 21 May 2024



DIGG & CO


BOOTHBY WILDLAND

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This HMMP has followed guidance as set out in the HMMPT published by Natural England.

We acknowledge the significant input from the HMMPT user-testers and production on Natural England’s behalf by FPCR Environment and Design.



Project Background

Site Overview PB-B01	
Project type	Habitat bank/ off-site provider
Development Name and Address	N/A
BNG Project Name and Address	Boothby Wildland Exton's Wood, Boothby farmhouse, Grantham NG33 4DR
Author Organisation	Rachel Blount MCIEEM; Nattergal Ltd Louis Pearson MCIEEM; Digg & Co. Ltd
Landowner	Nattergal Ltd
Land Manager	Boothby Wildland Ltd
Responsible person/organisation for creating or enhancing the habitat	Boothby Wildland Ltd
Period covered by this management plan	Start/ end point of 30-year period
Planning authority	South Kesteven District Council
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	Boothby Wildland Exton's Wood
Central OS grid reference	SK 98317 31115
Metric revision/title	Statutory Biodiversity Metric
Are any Irreplaceable Habitats present onsite	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

Summary of Management Plan

Habitats to be Retained, Created and Enhanced

Approximately 13.28ha of 'Other woodland; broadleaved' is proposed for creation on the eastern side of an existing arable field, along with 0.72ha of 'other neutral grassland' rides and glades.

Broadleaved woodland will also be created on the western side of the arable field, using similar methods of creation. However, separate funding will be obtained for the woodland creation to the west and so this area is not included within this HMMP.

Timescales for Actions

The proposed habitat creation commenced in September 2023 through the cessation of arable farming. Other critical interventions will be made during late summer/autumn of 2024. The habitats will be managed for a 30-year period under this HMMP; however, it is anticipated that the site will be retained and managed for nature in perpetuity.

Monitoring Requirements

Annual monitoring will take place from Year 1 to Year 5, after which monitoring visits will take place once every five years for the remainder of the 30-year period. Monitoring surveys will be carried out between May and August by a suitably experienced ecologist, with results provided to South Kesteven District Council.

Required Consents and Licenses

The woodland creation will require an Environmental Impact Assessment (EIA) Stage 1, which will be submitted to the Forestry Commission. A stakeholder consultation has already been undertaken as part of this, with positive responses received (see Appendix A). If requested by the Forestry Commission, a Stage 2 (Consent) will be applied for before works commence.

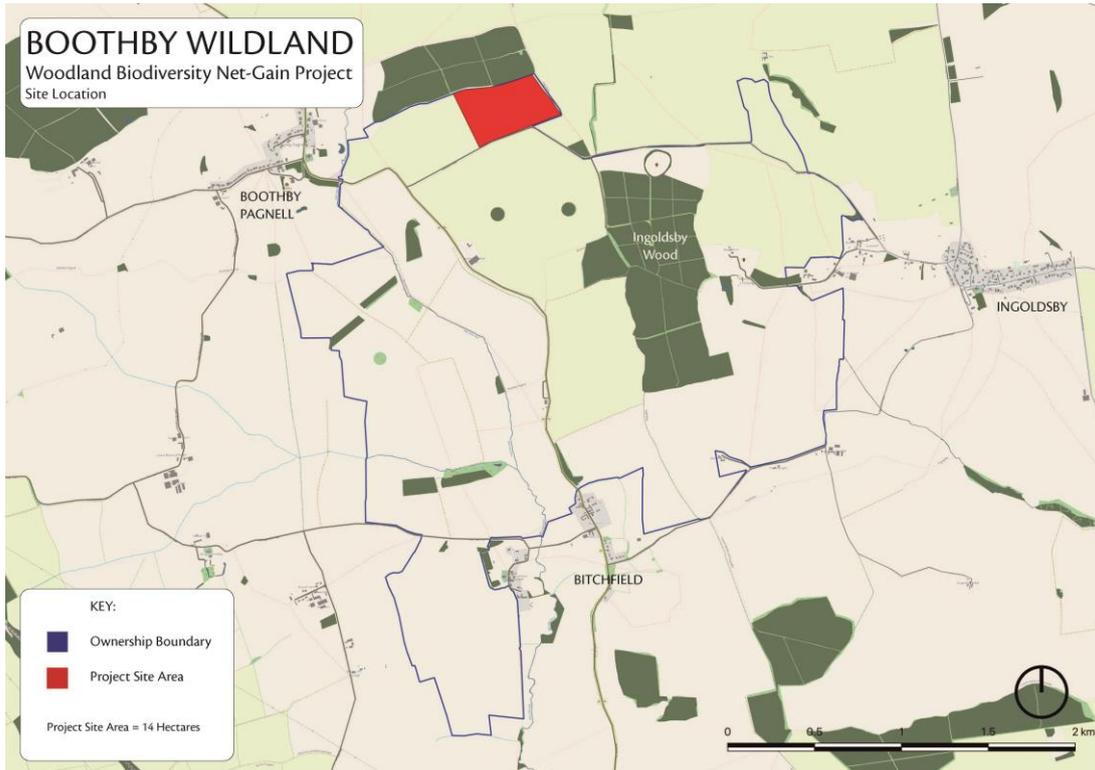
Funding

Funding to deliver this HMMP will be secured through the sale of the associated BNG unit uplift. These BNG units have not yet been allocated to a development.

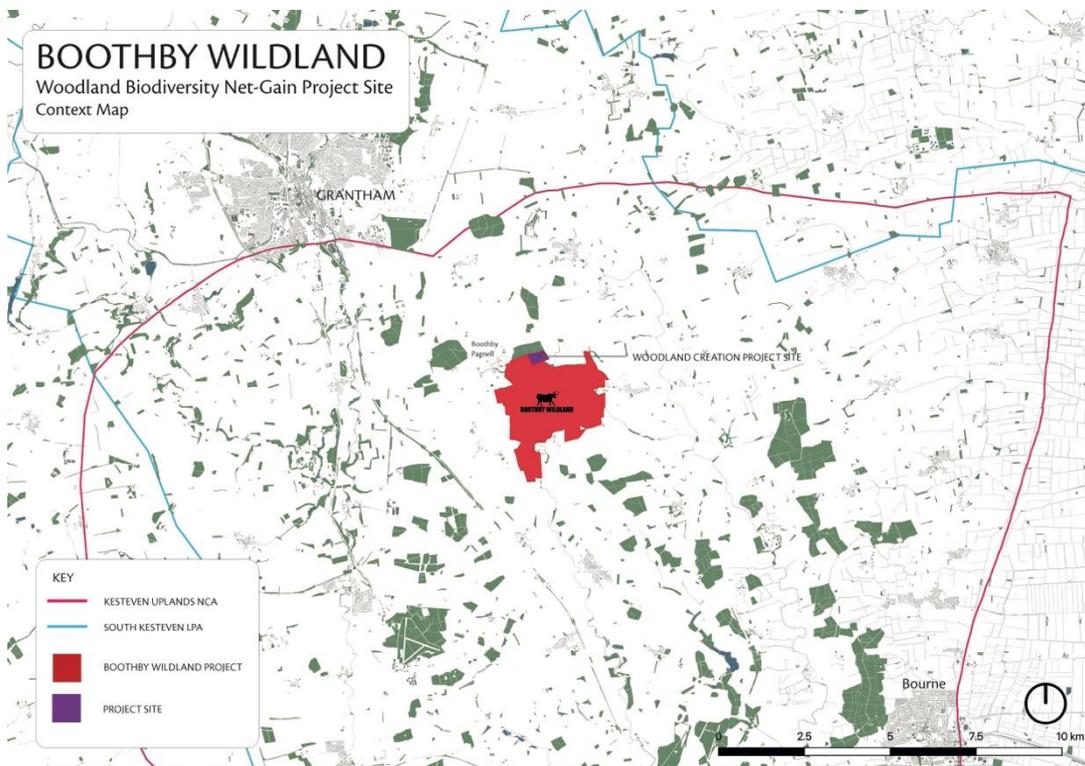
Legal Agreement

The actions within the HMMP will be ensured for a period of at least 30 years through a Section 106 agreement with South Kesteven District Council. It will be the responsibility of South Kesteven District Council to review and audit the implementation of this HMMP over the long-term.

Site Boundary Plan



Site Context Plan



Roles and Responsibilities

Project Ecologist Responsible for HMMP

This document has been written by Louis Pearson MCIEEM, Principal Ecologist at Digg & Co. Ltd, and Rachel Blount, Landscape Ecologist at Nattergal Ltd. Rachel will be the Project Ecologist responsible for this HMMP over the long-term.

Rachel Blount MCIEEM - Nattergal

Rachel is an experienced ecologist and a Full member of the Chartered Institute of Ecology and Environmental Management (CIEEM). She has a BSc in Ecology and MRes in Advanced Biological Studies. Rachel is has had training in UKHab classification (Butcher et al. 2020), is a Field Identification Skills Certificate (FISC) Level 4, and holds Natural England Class Licences for great crested newts and bats. Rachel has the knowledge and skills to undertake BNG assessments and calculations, and produce HMMPs, therefore meeting the competency requirements set out within the Statutory Metric User Guide.

Louis Pearson MCIEEM - Digg & Co. Ltd

Louis Pearson is Principal Ecologist of Digg & Co. and full member of CIEEM. He has a bachelor's degree in marine biology and a Master's Degree in Ecology and Management of the Natural Environment. He has worked professionally in ecological consultancy since 2013 and has demonstrable competence in Phase 1 Habitat Surveys (JNCC 2010) and UK Habitat Classification System Surveys (Butcher et. al 2020) and site assessment for protected species.

He has competence in botanical surveys (FISC level 4), as well as herpetological and mammalian surveys and is registered to use Natural England Class Licences to survey for great crested newts, common dormouse, and all bat species in England. Louis has been conducting Ecological Impact Assessment in the context of developments since 2017 and has experience of conducting large scale baseline assessments in the context of biodiversity net gain and in producing management and monitoring strategies for ensuring delivery of projected habitats.

Landowner/ Land Manager Responsible for Implementing the HMMP

Boothby Wildland Ltd (both landowner and manager)

The responsibility for implementing the advice provided here within this document falls to the land managers' Boothby Wildland Ltd and its employees.

The project landholding is owned by Boothby Wildland Ltd and is managed by its directors and employees. The landowner and its employees are responsible for implementing the advice provided within this HMMP and for seeking professional ecological advice if deviation from this plan is required. The landowner and its employees are responsible for contracting a suitably experienced professional ecologist to undertake monitoring as set out within this plan.

Boothby Wildland Ltd and its employees are professional land managers and have significant experience with managing landholdings for nature. The company is managed

under the wider company, Nattergal Ltd, who specialise in landscape scale nature recovery. For more information see www.nattergal.co.uk.

LPA or Responsible Body for Reviewing HMMP

It will be the responsibility of South Kesteven District Council to review and audit the implementation of this HMMP over the long-term.

Land Use Summary

Overview of Baseline Site Use

The site is currently the eastern half of a single arable field known as Exton's. The area is approximately 14ha in size, which has variously been planted with cereal and non-cereal crops. The field has 6m wide stewardship margins which are managed annually with a single cut.

Overview of Proposed Site Use

The proposed land use is to create a woodland through natural colonisation, assisted natural regeneration, and planting. The woodland will be surrounded by deer and rabbit fencing to protect the developing woodland and will include grassland rides and glades.

The project is part of the wider Boothby Wildland rewilding project, which will see natural process led ecological restoration of the landscape.

Management will be light-touch but directed to meet the objectives of this management plan and will include maintenance of rides and glades using mechanical equipment, removal of undesirable species such as excess conifer seedlings, and re-stocking failed plantings.

After the initial management period of 3 - 5 years, grassland management of rides and glades will continue but additional management will be in response to monitoring to achieve the objectives of the HMMP.

Site Context Photos



Site Baseline, Environmental Information and Associated Impacts Checklist

Baseline and Environmental Information	Prompts (if relevant)	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?	<input checked="" type="checkbox"/>	
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?	<input checked="" type="checkbox"/>	
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	<input type="checkbox"/>	None recorded during baseline surveys
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?	<input checked="" type="checkbox"/>	
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	<input checked="" type="checkbox"/>	A baseline habitat assessment was completed in 2022. See: <i>Broadview Ecology 2022. Boothby Estate UKHab and Defra Metric. Broadview Ecology, Stroud</i> At the time of writing this HMMP (May 2024) this baseline was still considered valid and accurate, with Rachel Blount MCIEEM (HMMP author), having visited the site during spring 2024 to confirm the

			baseline habitats present.
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	<input checked="" type="checkbox"/>	
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	<input type="checkbox"/>	The habitats proposed are common and widespread habitat types that should be maintainable in future climate change scenarios.
Geology and Topography	Any geological or topographical constraints or opportunities?	<input checked="" type="checkbox"/>	
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	<input checked="" type="checkbox"/>	
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Contaminated Land	If there is any contaminated land, will this present any constraints?	<input type="checkbox"/>	The land has been under continual agricultural management and is therefore not contaminated land.
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	<input type="checkbox"/>	The site is in Flood Risk Zone 1. Land within Zone 1 has a low probability of flooding from rivers and the sea.
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Historic Land Use	Does the historic land use present any constraints or opportunities?	<input checked="" type="checkbox"/>	

Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	<input type="checkbox"/>	There are no historic environment designations.
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	<input type="checkbox"/>	n/a

Biological Records

Site Name	Designation	Distance from Project Site	Potential Impact from Project
Boothby Little Wood	Site of Nature Conservation Interest and Ancient Woodland Inventory PAWS site	0 m – adjacent to the northern boundary	Positive
Kirton Woodland	Site of Species Scientific Interest and ancient woodland	0.9 km to the north	Positive

Summary of Designated Sites

Boothby Little Wood SNCI and PAWS is a conifer plantation of Scots pine and Corsican pine. The plantation is set out in compartments, with 30 - 40m wide strips of broadleaved species separating each compartment and surrounding the woodland. No veteran or ancient trees occur within the woodland, and the woodland appears to have been clear-felled prior to planting. The close proximity of this woodland to the project area, offers opportunities for natural seed dispersal, and support to the newly created woodland through the expansion of in-soil mycorrhizal networks. The potential impacts posed by the project can be predicted to result in positive effects to Boothby Little Wood, and there are no grounds to suggest negative effects upon this SNCI and PAWS site.

Kirton Wood SSSI and ancient woodland is a species-rich example of ash-lime woodland, a woodland type which is mainly concentrated in Lincolnshire and neighbouring counties. It is one of a group of similar ancient woodlands developed on the calcareous clay soils of the Kesteven plateau but is unusual in its abundance of small-leaved lime. The wood has a coppice-with-standards structure. Ash and pedunculate oak are dominant over much of the wood, with small-leaved lime abundant in the eastern half. At the southern end of the wood, aspen and birch form part of the canopy. This woodland provides a suit of species

which occur locally on similar geological soils which has been used to inform the design of the woodland creation within the project.

Additional ancient woodland sites occur at greater distances from the project, but there are no grounds to predict any impact from the project effecting these sites.

Constraints and Opportunities for the Project

Constraints posed to the project from the adjacent SNCI and PAWS site would be through volunteer seed from Scots pine and Corsican pine establishing in the newly created woodland.

Opportunities would be from natural seed dispersal from native broadleaved tree species, and support of the creation of woodland soils within the project area through the expansion of in-soil mycorrhizal networks.

Protected and Notable Species

Species	Dates	Conservation Status	Distance of Closest Record	Potential Impact from Project
Great crested newt	6.9.2023	European Protected Species	1,600 m	Negligible
Brown hare	6.9.2023	S41 species of principal importance	Within the site	Negative

Summary of Protected and Notable Species

Great crested newt occur on the wider landholding of the farm with the closest record occurring 1.6 km to the south of the project area. The baseline habitats which will be affected by the woodland creation proposal do not represent great crested newt habitat. No water bodies occur within the area, and there are no grounds to predict that the species might rest or dwell within the site or be affected by the planned woodland creation works. The resulting habitat would offer an enhanced resource for the species, but this is considered to be a negligible positive effect due to the distance away from their known location.

Overall the site offers very little habitat resource for any protected or notable species. The proposed deer fence would present a barrier to mammals, and may prevent badgers, hedgehogs, otters or hare from entering or traversing the site. However, no field signs relating to badger activity has been recorded within the entire landholding during baseline surveys and no records of hedgehog or otter have been identified from within 5 km of the site. There are therefore no grounds to predict negative effects upon these species. As a precaution, badger gates will be installed within the deer fence. Once the woodland is established, and the fence is removed, there will be an enhanced resource for these species.

Brown hare occur within the wider landholding and are likely to occur within the project area. Due to the potential impact from browsing, the project will look to exclude hare from the site. This will result in a reduction in land available to the species, however, this is not considered to be a significant negative effect upon the species due to the expansive open farmland available to them in the wider area. Mitigation measures will be implemented to ensure hare are not trapped within the fenced enclosure.

Constraints and Opportunities for Project

Brown hare present the only constraint to this HMMP from protected or notable species. They are likely to occur within the site boundary. The species is known to occur frequently across the landscape surrounding the project area, and the project will result in a temporary reduction in land available to the species.

The opportunities to protected and notable species posed by the project are multiple, resulting from the restoration of a single large arable field to a species rich, well-structured woodland.

Baseline Habitat Survey

Ecologist Responsible for Baseline Surveys

Name: Grace O'Donovan
 Organisation: Broadview Ecology
 Survey Date: 6th July 2022

Survey Conditions and Limitations

The survey was undertaken during July, which is within the optimal time for UKHab classification surveys and habitat condition assessment (April to September). No survey limitations were reported.

Habitat Degradation

There are no signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020. The site is arable land and has been under continuous cultivation since at least 1999, as shown on historic Google Earth imagery.

Baseline Habitat Descriptions and Condition

Habitats

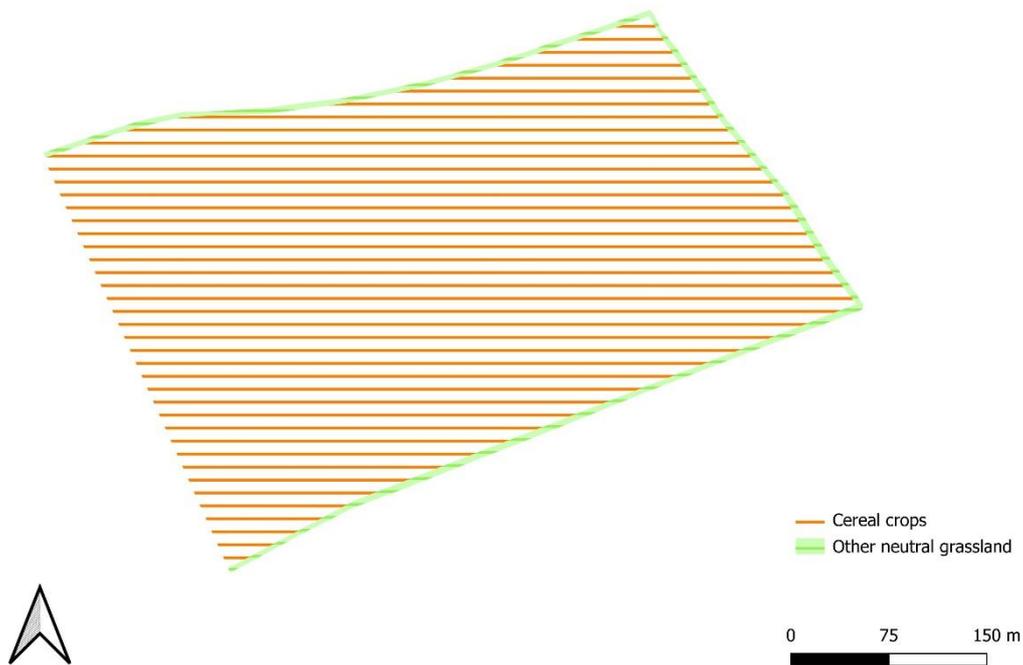
Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
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1	C1 - cropland	No	No	Cropland - no condition assessment	n/a	13.4
2	G3c - other neutral grassland	No	No	Field margin - moderate Cdt A - pass Cdt B - fail Cdt C - fail Cdt D - pass Cdt E - pass Cdt F - fail	Moderate	0.6

Priority and Irreplaceable Habitats

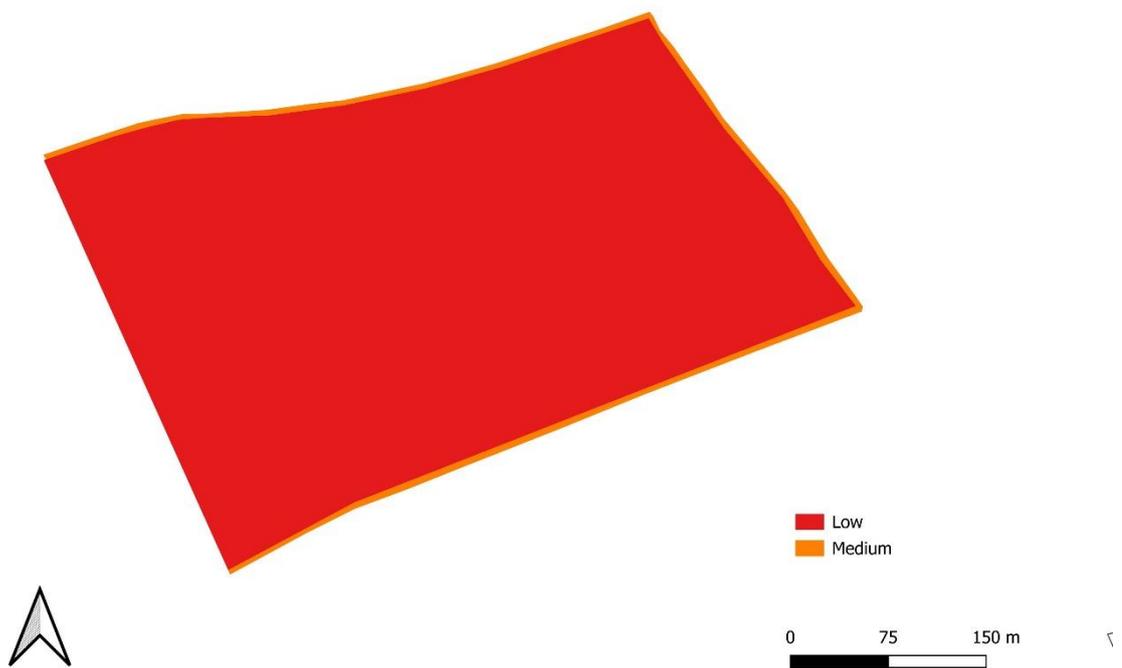
There are no priority or irreplaceable habitats present.

Baseline Habitat Plan

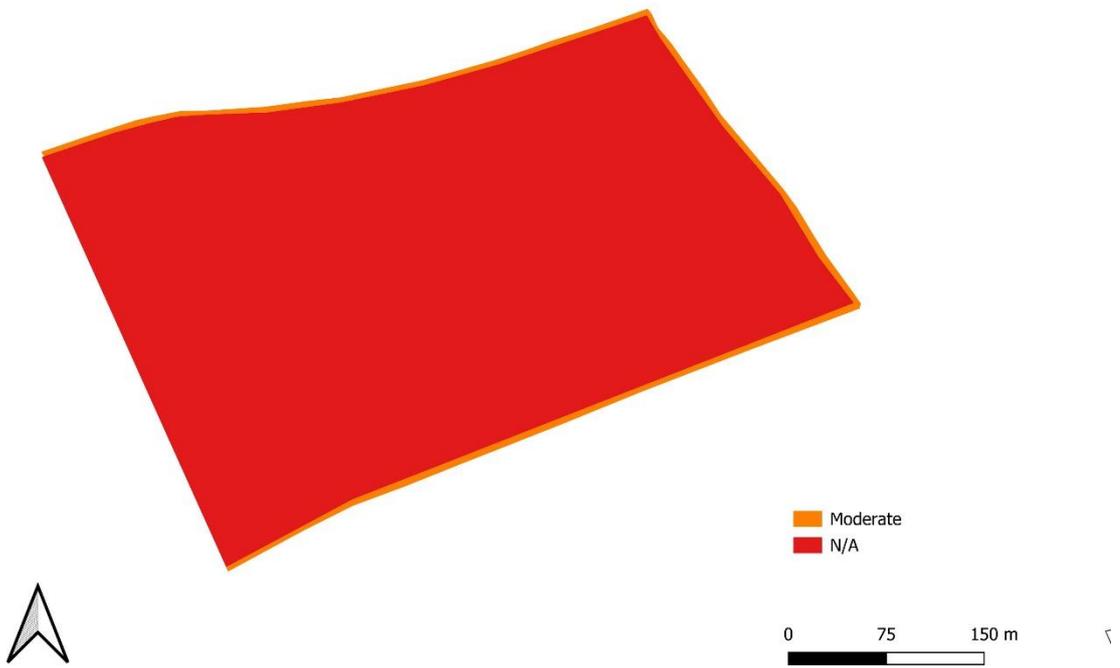


Baseline Distinctiveness and Condition Plan

Distinctiveness



Condition



Baseline Habitat Photos





Land Tenure and Public Access

Relevant Land Tenure Information

All land within the project area is owned by the land managers Boothby Wildland Ltd. This is not expected to change over the life of the HMMP.

Potential Impact to Scheme

None expected.

Public Access Information

There is currently no public access to the site. This is expected to change through the life of the scheme, with the proposed addition of a permissive bridleway through the site.

Potential Impact to Scheme

The creation of a new bridleway provides an opportunity to create a grassland ride through the woodland, which will increase edge habitat and be of benefit to a range of species groups, including invertebrates and birds.

The bridleway will extend from north to south through the site. It is expected that the level of use will be light and restricted to foot traffic with occasional horse riding. The grassland ride will be wide (approximately 10m), with scallops along the ride creating glades. It is, therefore, considered that the impact of the proposed access on the grassland will be minimal. This will be kept under review throughout the life of the HMMP.

Geology and Topography

Geological Information

National Soil Maps of the site describe the underlying geology as 'chalky till'.

Potential Impact to Scheme

The underlying geology of the site is likely to support calcicolous tree species, which is in accordance with Kirton Wood SSSI to the north which supports a tree flora of this type. This has influenced the tree species proposed for planting.

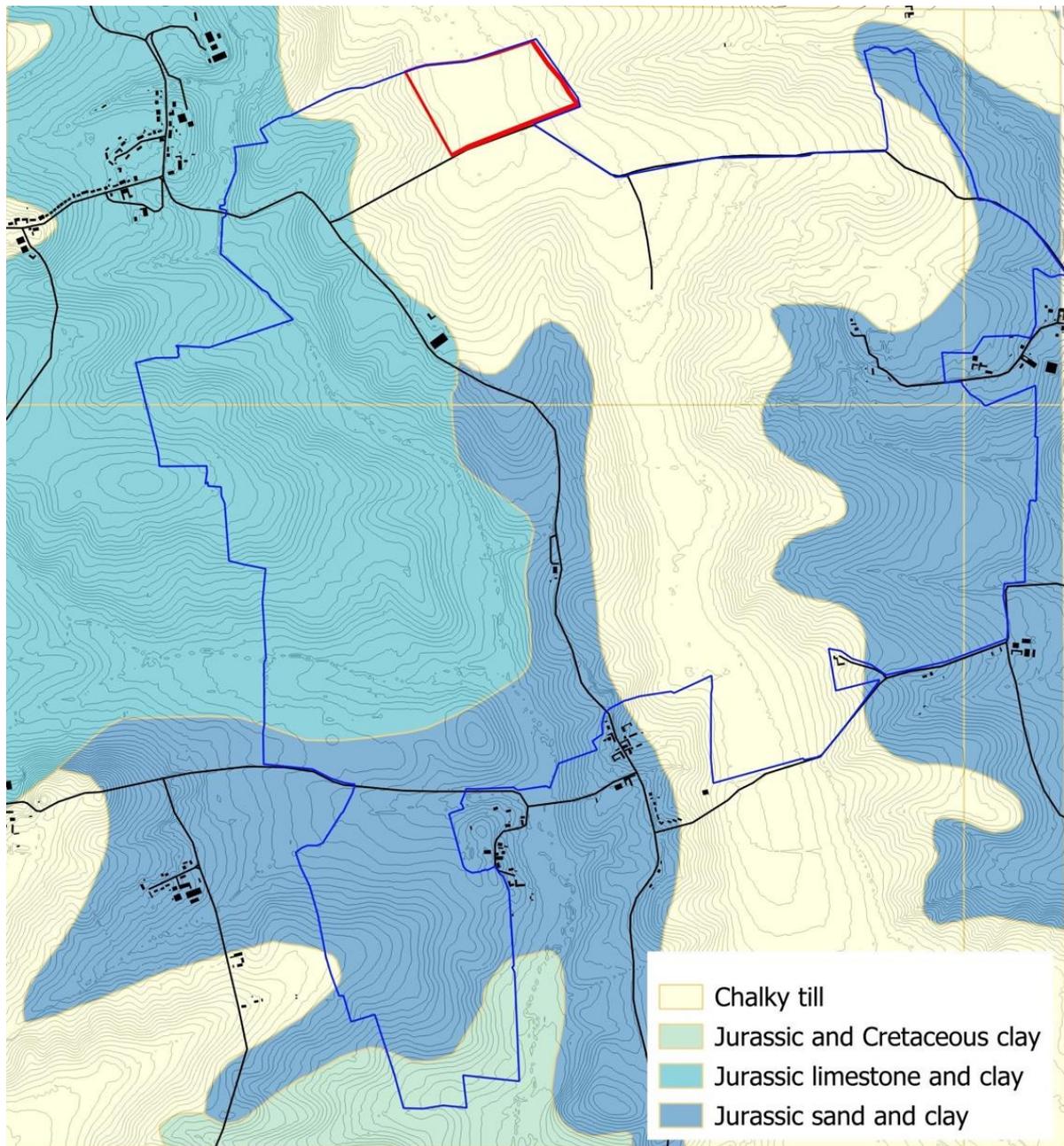
Topography

The site is broadly level on a plateau at 105 AOD between two catchments to the east and west. The eastern and western margins of the project area therefore begin to drop away gradually, although this is barely perceptible on the ground. To the north and south, the plateau connects with extant woodlands situated on similar topography, geology and soils.

Potential Impact to Scheme

The broadly level topography of the site suggests that topography will not affect the scheme.

Geology and Topography Plan



Agricultural Land Status

Agricultural Land Status

The land on site is classified by the Agricultural Land Classification of England and Wales as being Grade 3, which is good to moderate quality agricultural land that generally has lower or more variable yields than land in Grade 1 and 2.

Potential Impact to Scheme

The purchase of the Boothby Wildland site was based on the absence of higher yielding Grade 1 and 2 arable land, to avoid taking highly productive land out of production.

Soils and substrates

Soil texture	pH	Nitrogen (N)	Phosphorous (P)	Potassium (K)
Medium sandy clay loam	6.5-7.75	n/a	15-32 ppm	200-240ppm

Summary of Soils Information

National Soil Maps describe the dominant soils across the site as 'slowly permeable seasonally waterlogged clayey and fine loamy over clayey soils'. Associated soil types are described as 'slowly permeable calcareous clayey soils especially on slopes'.

Soils surveys of the site conducted in 2019 by SOYL recorded the soils as 'medium sandy clay loam'.

Potential Impact to Scheme

The clay content of the soils, especially in the west, may result in surface water persisting, potentially creating a soil crust and marginally anoxic conditions. This may also lead to significant soil cracking during drought. This is most likely to occur on unvegetated soils following cultivation or harvest. However, the majority of the site has lighter soils which are likely to be freer draining.

Mitigation for poorly draining soils and risk of anoxia will be through addition of organic matter, such as woodchip, as a mulch around each planted tree. This will aid aeration of soil, increase permeability and retain moisture during drought and support the development of a woodland soil microbiome.

The soil nutrient status is not considered to be a constraint to woodland creation.

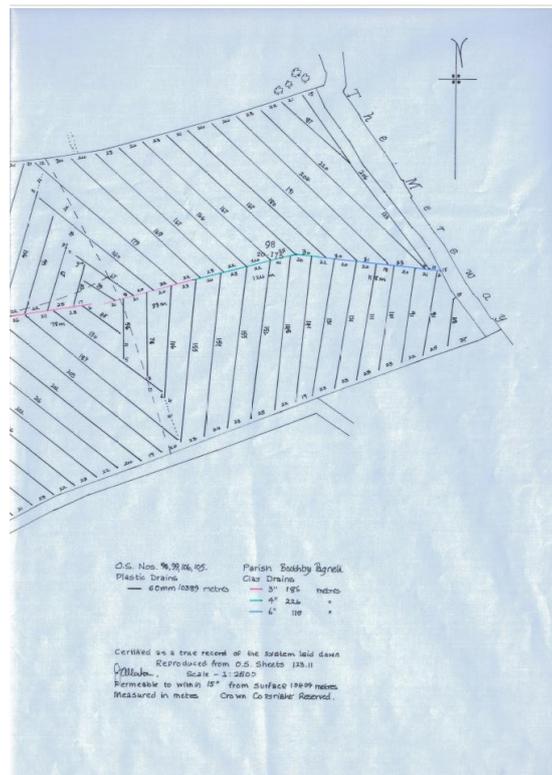
Soils and Substrate Plan



Hydrology and Drainage

Summary of Hydrological Information

The land is well-drained through a series of land drains that were installed for agricultural purposes. See map below.



Potential Impact to Scheme

There is no indication that hydrology or drainage will impact the scheme.

Landscape Character and Designations

Summary of Landscape Character and Designations

Extracts from the Kesteven Uplands National Character Area (NCA) profile:

“The Kesteven Uplands National Character Area (NCA) is a gently rolling, mixed farming landscape.

The origin of the word ‘Kesteven’ comes partly from the Celtic word ‘coed’ meaning woods, and much scattered woodland survives throughout the area with some important semi-natural and ancient woodlands.

There are challenges around how to maintain the valuable food contribution which the land provides while enhancing biodiversity and water management. Managing and expanding the woodland resource will also be key for biodiversity, increasing biomass potential, regulating climate change, water quality and providing additional recreational assets.

Statement of Environmental Opportunity 3 states:: Manage and expand the native woodlands throughout the Kesteven Uplands to reinforce the area’s wooded character, benefit biodiversity, increase the potential for biomass, access and recreation, and help to regulate climate change and water quality.”

There are no landscape designations within the site.

Potential Impact to Scheme

The NCA profile places emphasis on managing and expanding the existing woodland resource. The location of the proposed woodland is in accordance with this through expanding the adjacent Little Boothby Woods. The existing woodland within the immediate surroundings are broadly situated along the high plateaux, and the creation of the proposed woodland will continue this and also increases connectivity between existing woodlands.

Planned Management Activities

Management Plan Aims and Objectives

The objectives of the project are: -

- To create 13.28ha of well-structured, diverse broadleaved woodland which meets the definition of ‘other broadleaved woodland’ set out within the UKHab classification definitions. The aim will be to create a woodland of ‘moderate’ condition in accordance with the criteria set out within the Statutory Biodiversity Metric, within the standard time to target condition of 15 years.

- The woodland will include species-rich grassland along a ride, including glades, which will total 0.72ha in size and will meet the definition of 'other neutral grassland' set out within the UKHab classification definitions. The aim will be to create a grassland of 'moderate' condition in accordance with the criteria set out within the Statutory Biodiversity Metric, within the standard time to target condition of 5 years.
- The woodland and grassland habitats will be retained at the target condition or enhanced further, for a minimum of 30 years, but it is likely that they will be managed and maintained in perpetuity.
- The woodland objective will be met through natural regeneration, assisted natural regeneration, and enrichment planting of trees and shrubs. Establishing woodland will be protected with a deer fence, which will enclose the full project area.
- The grassland objective will be met through species-rich green hay application or the application of grassland seed mixes, and natural colonisation from wind-blown seed, with an annual maintenance schedule which will see the ride and glades cut annually.
- The perimeter fence will be retained and maintained for a minimum of 15 years, after which time it may be removed subject to approval from professional ecological advice.

Principles Informed by Design Stage

The existing land use within the project area is intensive arable farming with stewardship margins. There is little existing ecological or habitat interest within this current land use apart from some species richness in the grassy margins.

The primary design influence of the proposed woodland creation is proximity to Little Boothby Woods which is a plantation on ancient woodland site and can be expected to have functioning woodland soils which will support the development of woodland across the project area. In addition, the native broadleaved species within the margins of Little Boothby Wood will offer a seed resource which will naturally colonise the project area, along with the boundary hedges. Species present along the margins of Little Boothby Wood include hazel, willow, ash, birch, field maple, oak, elder, hawthorn, and blackthorn.

The existing grassy margins will not be planted or ploughed but will be allowed to naturally succeed to woodland. This will allow time for their seed to disperse and influence the development of species rich grasslands within glades and rides.

The underlying calcareous geology of the site has influenced the proposed species composition of tree stock. This species composition is further influenced by the species found in the nearby Kirton Wood SSSI, which is an ancient woodland developed on the same calcareous clay soils of the Kesteven plateau.

Habitat and Condition Targets

Baseline habitat type	Target Habitat Type	Baseline Conditions	Targeted Conditions	Years to Targeted Condition	Condition Assessment Targets	Comments
Cropland	Other broadleaved woodland	N/A	Moderate	15 years	A - poor B - good C - good D - good E - good F - good G - good H - good I - poor J - poor K - poor L - poor M - good Total = 29 points (moderate = 26 to 32 points)	Creation of woodland through natural colonisation, assisted natural regeneration, and planting.
Cropland	Other neutral grassland	N/A	Moderate	5 years	A - pass (essential for achieving moderate condition) B - not targeted	Creation of grassland glades and rides through new woodland.

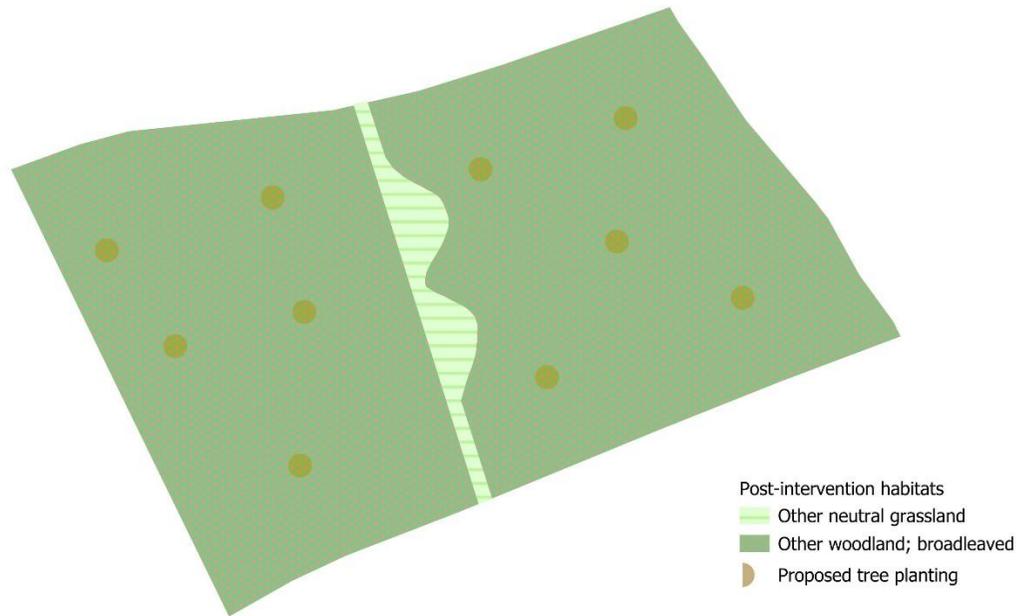
					<p>C - not targeted</p> <p>D - pass</p> <p>E - pass</p> <p>F - not targeted</p> <p>Total = 3 criteria passed (moderate = 3 - 5 criteria)</p>	
Other neutral grassland	Other broadleaved woodland	Moderate	Moderate	15 years	<p>A - poor</p> <p>B - good</p> <p>C - good</p> <p>D - good</p> <p>E - good</p> <p>F - good</p> <p>G - good</p> <p>H - good</p> <p>I - poor</p> <p>J - poor</p> <p>K - poor</p> <p>L - poor</p> <p>M - good</p> <p>Total = 29 points (moderate = 26 to 32 points)</p>	Existing arable margins which will be left to naturally regenerate into woodland.



Habitat Retention

No retention of baselined habitats is proposed.

Habitat Creation Plan



Grassland (Medium, High and Very High Distinctiveness)
Creation Enhancement and Management Summary

Target habitat		Other neutral grassland		
Condition Assessment Criteria		Targeted	Creation Approach	Management Approach
A	<p>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.</p> <p>Note - this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.</p>	Yes	Grassland will be created using green hay sourced from nearby species rich neutral grassland sites or from neutral grassland seed mixes (or a combination of both). Green hay and/ or seed will be applied during late summer/ early autumn, with green hay being spread with a bale chopper or muck spreader and seed being broadcast. The land will be prepared by heavy chain harrow application.	For the first five years, grassland will be managed with a single hay cut during August, with the hay baled and removed. If required, this will be followed by two cuts with a topper, one during November and one during March in a period of dry weather. Application of a chain harrow after topping may be required in response to monitoring. Following the first five years, the management will be reviewed to determine whether the cut and collect approach is required on an annual basis or whether annual cuts with a topper would instead be appropriate. At this stage, consideration will also be given to rotational cutting (i.e. leaving different sections uncut each year), to promote diversity in grassland structure.
B	Sward height is varied (at least 20% of the sward is	No	n/a	n/a



	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.			
C	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	No	n/a	n/a
D	Cover of bracken <i>Pteridium aquilinum</i> less than 20% and cover of scrub (including bramble) less than 5%.	Yes	Cover of bracken is not expected to occur as none currently occurs in the areas proposed for grassland. Cover of scrub will be managed during the annual grassland management work.	Annual cutting with topper.
E	Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging	Yes	Maintaining good management principals of minimising use of heavy machinery and only driving onto land during dry conditions when the land is firm. Any observations made of invasive non-native species during monitoring will trigger targeted management action.	Management will be in response to monitoring. Management of undesirable species will comprise preventing species from dropping their seed. This can be achieved by adjusting the timing of the hay cut accordingly.



	<p>levels of access, or any other damaging activities) accounts for less than 5% of total area.</p> <p>If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.</p>			
F	<p>There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type.</p> <p>Note - this criterion is essential for achieving Good condition for non-acid grassland types only.</p>	No	<p>Seeding from green hay/ grassland seed mixtures will provide a seed source to ensure suitable species are introduced into the grassland. The proposed annual management will allow the grassland to achieve good species richness. A second application of green hay/ seed in Year 2 after creation may be required if monitoring records few species.</p>	As previously.

Grassland Creation Enhancement and Management Detailed Methods

Action	Timing	Prescriptions
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Application of green hay/ seed	Late summer/ early autumn	Grassland will be created using green hay sourced from nearby species rich neutral grassland sites or from neutral grassland seed mixes (or a combination of both). Green hay and/ or seed will be applied during late summer / early autumn, with green hay being spread with a bale chopper or muck spreader and seed being broadcast. The land will be prepared by heavy chain harrow application.
Annual cut and collect	August	For the first five years, grassland will be managed with a single hay cut during August, with the hay baled and removed. If required, this will be followed by two cuts with a topper, one during November and one during March in a period of dry weather. Application of a chain harrow after topping may be required in response to monitoring. Following the first five years, the management will be reviewed to determine whether cut and collect is required on an annual basis or whether annual cuts with a topper would be appropriate instead. At this stage, consideration will also be given to rotational cutting (i.e. leaving different sections uncut each year), to promote diversity in grassland structure.



Additional Management Prescriptions

As the areas of grassland will be relatively small in surface area and narrow in topography, it is considered unlikely that they will be used by ground nesting birds and so no timing constraints on management are necessary.

Other Supporting Information

The grassland area will be used as a ride but it is expected that the level of use will be light and restricted to foot traffic with occasional horse riding. The grassland ride will be wide (approximately 10m), with scallops creating two grassland glades of approximately 30m in width and 40m in length. It is, therefore, considered that the impact of the proposed access on the grassland will be minimal. This will be kept under review throughout the life of the HMMP.

What Does Success Look Like?

A large ride through the woodland, with wider scallops creating open glades, supporting species-rich grassland and providing habitat for a range of species. In particular, the habitat is expected to provide optimal habitat for certain invertebrate species, including butterflies, which are reliant on edge habitats. It is expected that the ride/ glades will support a gradient of vegetation, with longer grassland grading into shorter, more open herbs and grasses towards the central path. It is expected that the grassland will support neutral grassland indicator species, and so fit the classification of UKHab 'other neutral grassland', along with grassland species that are more adapted to shadier conditions, such as hedgerow and woodland edge habitat.

Woodland
Creation Enhancement and Management Summary

Target Habitat: Other woodland; broadleaved					
Condition Assessment Criteria			Target Score	Creation Approach	Management Approach
A	Age distribution of trees	Three age classes present	1	Not targeted	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	The entire woodland will be enclosed with a deer fence for the duration of the management period.	Maintenance of the deer fence
		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		No invasive species present in woodland	3	n/a	Monitoring will inform management.

	Invasive plant species	<p>Rhododendron <i>Rhododendron ponticum</i> or cherry laurel <i>Prunus laurocerasus</i> not present, other invasive species <10% cover</p> <p>Rhododendron or laurel present, or other invasive species) 10% cover</p>			Targeted management will be recommended to manage the species of invasive plant.
D	Number of native tree species	<p>Five or more native tree or shrub species found across woodland parcel</p> <p>Three to four native tree or shrub species found across woodland parcel</p> <p>Two or less native tree or shrub species present across woodland parcel</p>	3	Approximately ten stands of trees/ shrubs will be planted across the site and will be a mix of single-species stands and mixed stands including small leaved lime, wild cherry, birch, spindle and wild privet.	At least five native woody species will be planted and additional species are expected to colonise through natural regeneration. If an entire species fails, this will be remediated in response to monitoring
E	Cover of native tree and shrub species	<p>>80% of canopy trees and >80% of understorey shrubs are native</p> <p>50 - 80% of canopy trees and 50-80% of understorey shrubs are native</p>	3	As above	All tree species proposed for planting will be native. Non-native coniferous trees may self seed



		<50% of canopy trees and <50% understorey shrubs are native			and begin to develop in natural regeneration areas. Monitoring will inform management which will remove non-native conifers if they exceed 20 % cover.
F	Open space within woodland	<p>10-20% of woodland has areas of temporary open space. Unless woodland <10ha in which case 0-20% temporary open space is permitted.</p> <p>21-40% of woodland has areas of temporary open space</p> <p><10% or >40% of woodland has areas of temporary open space. But if woodland <10ha has <10% temporary open space, please see Good category.</p>	3	The woodland will be designed to have some temporary open space in glades and rides. These will be maintained through grassland management.	Rides and glades to be maintained through grassland management.
G	Woodland regeneration	All three classes present in woodland; trees 4-7cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth	3	The deer fence should keep browsing herbivores out of the woodland for the duration of the management period. Natural seed dispersal and assisted	Maintenance of deer fence.



		One or two classes only present in woodland		natural regeneration will ensure a seed source is available to support woodland regeneration.	
		No classes or coppice regrowth present in woodland			
H	Tree health	Tree mortality less than 10%, no pests or diseases and no crown dieback	3	This will be in response to monitoring. Any tree health problems will trigger targeted action. No ash or elm from cultivated stock are proposed, attempts may be made to graft a resilient elm tree which grows on the wider estate, and these trees may be planted here.	Related management activities will be in response to monitoring.
		11% to 25% mortality and/or crown dieback or low risk pest or disease present			
		Greater than 25% tree mortality and or any high risk pest or disease present			
I	Vegetation and ground flora	Recognisable NVC plant community at ground layer present, strongly characterised by ancient woodland flora specialists.	1	Not targeted	n/a
		Recognisable NVC plant community at ground layer present			
		No recognisable NVC plant community at ground layer present.			
J	Woodland vertical structure	Three or more storeys across all survey plots or a complex woodland.	1	Not targeted	n/a
		Two storeys across all survey plots			



		One of less storey across all survey plots			
K	Veteran trees	Two of more veteran per hectare	1	Not targeted	n/a
		One veteran tree per hectare			
		No veteran trees present in woodland			
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.	1	Not targeted	n/a
		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.			
		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.			
M	Woodland disturbance	No nutrient enrichment or damaged ground evident	3	Nutrient soil status does not indicate excessively elevated nutrient levels which could cause problems.	n/a

Woodland: Creation Enhancement and Management Detailed Methods

Action	Timing	Prescriptions
Install fencing	Fencing will be installed during a period of dry weather to avoid machinery damaging the ground	Deer and rabbit fencing will be installed with access gates and badger gates to enclose the full project area. Fencing will be installed inside the existing hedgerow.
Tree planting	Tree planting will occur in distinct stands during the period October through March. Later plantings are at greater risk of suffering during spring drought.	<p>Approximately ten stands of trees will be planted across the site, with the stands distributed to ensure that 95% of the proposed woodland area will be within 75m of a viable tree seed source. These stands will be a mix of single-species stands and mixed stands of approximately 10x10m to 20x20m. The species proposed include small leaved lime, wild cherry, birch, spindle and wild privet.</p> <p>Trees will be sourced from Nurseries meeting the UKISG standard (or where this is not achievable, nurseries registered with the Plant Healthy standard) and will be of either local or southern provenance stock.</p> <p>Trees will be planted as 600 - 800 mm tall whips of either bare-root planting stock or as cell-grown planting stock.</p>



		<p>Bare-root planting stock will be notch planted into a T-shaped slit with original root collar at ground level. Roots will be spread out in the planting notch before firming the soil around the plant. Cell-grown whips will be planted using a tree planting tool.</p> <p>Plants will be placed at between 1.5 and 2 m spacings and positioned irregularly to replicate a natural woodland; i.e. not in ranks.</p> <p>Tree species are grouped according to their habitat niche within a mature woodland stand as follows; -</p> <p>Pioneer trees and shrubs;</p> <p>Climax canopy trees;</p> <p>Lower canopy trees; and</p> <p>Shrub layer and edge species.</p> <p>Species groups will be strategically placed to accelerate growth rates and to create a well-structured woodland.</p> <p>The planting strategy will plant climate canopy and lower canopy species in single species clusters of 4 - 7 trees, with pioneer and understorey species evenly distributed between and around these clusters.</p> <p>Understorey/edge species will be planted densely along the woodland edge and along rides to create a dense shrubby edge.</p>
<p>Mulching</p>	<p>Immediately following planting and during the following autumn after planting.</p>	<p>Each planted tree will be mulched with a bucket full of woodchip which will be placed around the tree stem to cover an area c. 50 cm².</p> <p>During the following autumn after planting, mulch will be re-applied. Any matt forming grasses which have grown over the mulch will be</p>



		<p>pulled back to maintain 50 cm² around each tree with no grass. The mulch will reduce competitive grasses from slowing tree growth, and retain moisture around the base of the tree.</p>
Annual management	September during Year 1, 2 and 3 after planting	<p>Each planted tree will be visited and its health assessed. An estimation of the percentage of failed planting will be made. Greater than 10% mortality of all trees or of a single species will trigger remedial action. Remedial action will comprise the beating up of dead trees and re-planting with the same species.</p> <p>Grass and weeds will be pulled back from around the base of each tree to expose 50 cm² of bare ground.</p> <p>Wood chip mulch will be re-applied to the base of each tree to cover a minimum 50 cm² area.</p> <p>The condition of the fencing will be check to ensure it remains fit for purpose.</p>
Management in response to monitoring	Years 4 - 10	<p>During Years 4 - 10 management will be in response to monitoring.</p>
Thinning	Year 10 - 15	<p>It may be appropriate to begin thinning in Year 10. Clumps of climax canopy species should be thinned to favour the dominant tree. Where appropriate, pioneer species should be thinned to allow canopy space for climax canopy species. Care should be taken not to open too large an area to let light reach the ground layer as this may promote the growth of competitive grasses if they persist within the woodland.</p>



<p>Accelerated natural regeneration</p>	<p>October through December in Year 1</p>	<p>Areas proposed for natural regeneration will need an appropriate seed source to ensure success. EWCO guidance suggests natural regeneration areas need to be within 75 m of a viable seed source of a minimum 2 tree species.</p> <p>Mixed species tree seed will be hand harvested from existing broadleaved woodland within the wider Boothby Wildland project area. Seed could be collected in combination with leaf litter and woodland soils. This could potentially be done mechanically with a small excavator depending on access. Care should be taken not to damage the root zone of the donor tree.</p> <p>If grasses have colonised the site, it is recommended that the natural regeneration areas are scarified using a power harrowed to expose bare ground before introducing seed. If the area is mostly bare ground or sparsely vegetated with arable weeds, tree seed could be distributed directly onto the soil and rolled to maximise contact with the soil.</p> <p>The objectives for areas of natural regeneration, are to achieve 60% woody coverage within 10 years with a minimum of 100 woody stems per ha. Woody coverage includes bramble and thorny scrub.</p>
<p>Accelerated natural regeneration</p>	<p>October through December in Year 2</p>	<p>Mixed species tree seed will be hand harvested from existing broadleaved woodland within the wider Boothby Wildland project area. Seed will be hand distributed focusing on areas where the previous years' seeding has been least effective.</p>



Accelerated natural regeneration	October through December in Year 3	Mixed species tree seed will be hand harvested from existing broadleaved woodland within the wider Boothby Wildland project area. Seed will be hand distributed focusing on areas where the previous years' seeding has been least effective.
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Woodland Species List

Enrichment planting of the following native species will be undertaken, with whips planted in distinct single-species and mixed stands to encourage natural regeneration and introduce local species that might otherwise be missing from immediate seed sources:

- Small leaved lime
- Wild cherry
- Birch
- Spindle
- Wild privet

Species found in the woodland adjacent to the site are expected to colonise the site over time and include hawthorn, blackthorn, hazel, willow, ash, field maple, dog rose, aspen, oak and elder. Woodland ground flora found in this woodland include primrose and lords-and-ladies. The hedgerow to the east and south of the site may also provide a seed source and includes hawthorn, blackthorn, elder and hazel.

What Does Success Look Like?

A diverse broadleaved woodland, largely formed through natural regeneration and similar in character to local calcareous woodlands of nature conservation importance.

Habitat Creation and Management – Risk Register and Remedial Measures

Habitat Type	Risk Factor	Trigger for Action	Remedial Measure
Other woodland; broadleaved	Planted trees failing to establish	>10% of targeted number of newly planted trees found to be dead during Year 1-10.	Undertake a second round of planting, replacing failed specimens on a like-for-like basis.
	Fence failure	Any hole or gap in the fencing large enough for a rabbit to pass through.	Secure the fence to close the hole.
	Insufficient seed available for natural regeneration	Less than 60% woody cover (including bramble) by Year 5 and/or fewer than 100 woody stems per ha by Year 5.	Additional planting of tree and shrub clusters to accelerate natural regeneration. Planting will follow the prescription set out within this HMMP. In addition, collect and hand broadcast tree and shrub seeds from existing woodland.
	Tree pests or disease	High risk tree pest or disease identified.	Arrange for specialist to advise on removal of infected trees and prevention of further spread.
	Non-native tree species dominating	>20% of the establishing trees found to be non-native species.	Remove non-native tree species (cutting or hand pulling) so cover is <20%.
	INNPS colonising area	INNPS recorded	Specialist contacted to advise on INNPS removal.

Other neutral grassland	INNPS colonising area	INNPS recorded	Specialist contacted to advise on INNPS removal.
	Scrub/ trees encroaching into grassland	Scrub cover >5%, which is not expected due to annual mowing regime.	Scrub will be removed using through cutting or hand pulling so cover <5%. Mowing regime will be reviewed if required.
	Low species richness	<9 species recorded per m ² after Year 3 of monitoring.	Oversow neutral grassland seed mix or green hay. Review management methods.
	High cover of vigorous grasses and clover	>10% cover of ryegrasses and white clover after Year 3 of monitoring.	Oversow yellow rattle seed. Review management methods.
	Damage from access and management	Visible damage or bare ground over >5% of grassland.	Review management methods and levels of access.



Monitoring Schedule

Monitoring Strategy

The monitoring strategy will be directed by the criteria set out within the Statutory Biodiversity Metric and UKHab classification system. Monitoring will involve conducting a condition assessment of each target habitat. Recommendations for management will be made where the target condition criteria set out above are not being met or require remedial management to realign the habitat development with the objectives.

Monitoring will comprise a single annual walkover survey conducted by a suitably experienced ecologist. This survey will be conducted during the period May through August, when trees are in leaf and their vitality can be assessed, and grassland is in flower before any management cuts have been taken.

Monitoring Methods and Intervals

Habitat type	Monitoring methods	Monitoring interval and timing
Other neutral grassland	Undertake quadrat sampling to identify the habitat type that is establishing and the number of species per m ² . Five 1m ² quadrats will be sampled from homogenous stands. Collect a botanical species list across grassland. Estimate percentage of bare ground, scrub and bracken cover. Estimate sward height and percentage of vegetation which is above and below the 7cm threshold. Identify invasive non-native species and species indicative of sub-optimal conditions.	Annually from Year 1-5, then every 5 years. Surveys to be completed between May and August.
Other woodland, broadleaved	Collect a botanical species list across establishing woodland, focusing on tree and shrub species. Estimate percentage of failed plantings. Estimate percentage of each species which has failed. Identify any browsing damage. Identify any invasive non-native species. Identify percentage cover of non-native tree species which might have seeded from neighbouring woodland (principally conifers).	Annually from Year 1-5, then every 5 years. Surveys to be completed between May and August.

	Record natural regeneration in the woodland. Record any disease to trees. Identify any species indicative of nutrient enrichment.	
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Monitoring Reports

Monitoring Report Schedule

Boothby Wildland Ltd will be responsible for submitting the monitoring reports.

South Kesteven District Council will be responsible for reviewing the monitoring reports.

Project Year	Month Report to be Submitted	Month Management Plan to be Reviewed	Comments
Y1	September	October/ November	Report on results of initial grassland and woodland creation measures, including signs of natural regeneration.
Y2	September	October/ November	Report on progress of establishing grassland and woodland habitats.
Y3	September	October/ November	As above.
Y4	September	October/ November	As above.
Y5	September	October/ November	Report on whether further interventions (e.g. tree planting) are needed to ensure woodland meets target habitat classification and condition within appropriate time frame. Report on whether grassland habitat has met target condition within the target timeframe.
Y10	September	October/ November	Report on progress of grassland and establishing woodland habitats.
Y15	September	October/ November	Report on whether woodland habitats have met target condition within the target timeframe.
Y20	September	October/ November	Report on progress of grassland and woodland habitats.



Y25	September	October/ November	Report on progress of grassland and woodland habitats.
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Adaptative Management

Summary of Adaptative Management Approaches

Adaptive management is a systematic approach to natural resource management that involves monitoring and evaluating the effectiveness of management actions then adjusting as necessary to improve outcomes over time.

As this is a nature-led project and nature is both dynamic and unpredictable, there will need to be some scope for deviation from the HMMP. The monitoring results will inform necessary management alterations to promote achieving the habitat targets stated in this HMMP. It is also appreciated that alterations to management could also be required in the future due to unexpected, external influences. Examples might include an invasive species that is thriving due to climate change, or changes to site access due to flooding.

As Nattergal Ltd have permanent full-time site staff present at Boothby Wildland, including a ranger, their observations and intimate knowledge of the site will also feed into decisions made about the management of the habitats.

All changes to proposed management will be agreed with an experienced ecologist and significant alterations will be agreed with the LPA and recorded in the proposed monitoring reports.



Appendices

Appendix A: Stakeholder Consultation Responses

N.B. These responses on the woodland creation proposals cover both the eastern side of the proposed woodland, which is covered under this HMMP, and the western side, which is excluded from this HMMP as separate funding will be obtained for this area.

Response from Andy Savage, Senior Countryside Officer for Rights of Way and Countryside Access at Lincolnshire County Council.

From: Andrew Savage <Andrew.Savage@lincolnshire.gov.uk>
Sent: Tuesday, September 19, 2023 3:49 PM
To: Lorianne Whittle <lorienne.whittle@nattergal.co.uk>
Subject: RE: Boothby Wildland: site visit, plan input and Extons consultation

Hi Lorianne,

It was great to meet you last Friday afternoon to discuss the re-wilding project. I have now had the opportunity to look through the Exton's consultation information and have the following response.

Exton's Field is crossed by Boothby Pagnell Public Footpath No. 7. Unfortunately, the legal statement does not contain a statutory width for the route but we try and maintain a continuous width of 2m along a public footpath. The provision of a 3m strip would be acceptable through the area which will be subject to natural colonisation, however, I would advice providing a greater width through the affected section of compartment 2B depending on the tree species to be planted (i.e. 5m to 7m between the lead stems).

There is provision within the Highways Act 1980 to install kissing gates to prevent the ingress and egress of livestock. Livestock is defined as farm animals such as cows, sheep and pigs and not wild animals such as deer. The County Council would nevertheless be open to the installation of two deer proof gates at the entrance and exits to the public footpath if efforts were taken to maximise accessibility. I have enclosed an example of a Centrewire self-closing deer proof gate at the bottom of the email for you information. Clearly other manufacturers produce similar gates but I would advice the use of galvanised gates in order to extend the lifespan of the structures.

Open Access – The County Council would welcome the provision of additional access on the Boothby Wildland site. I presume that further discussion will follow the conclusion of the Community Workshops.

Please let me know if you should require any further comments or clarification.

Kind Regards

Andy Savage
Senior Countryside Officer
Rights of Way & Countryside Access
Place Directorate
Lincolnshire County Council
County Offices
Lincoln
LN1 1YL

Response from Ian George, Historic Places Manager for Lincolnshire County Council.

From: Ian George <Ian.George@lincolnshire.gov.uk>
Sent: Thursday, August 17, 2023 9:44 AM
To: Lorianne Whittle <lorienne.whittle@nattergal.co.uk>
Subject: RE: Site visit/consultation for EWCO plans

Lorianne

I have now had the opportunity to take a look at the Exton's land. I am sorry for the delay. As far as I can see there is little known evidence of archaeological remains that are a consideration at this stage. There is evidence of banks and ditches in Boothby Little Wood to the north. These probably represent land management features resulting from the management of the woodland and its timber. Some will be rides and access routes through the woodland. There is no evidence that these extend into the area to the south. Obviously our records are only fully reliable for land where people have looked for archaeology so there is also the chance of the unexpected. That said, I think things looks pretty clear in this area.

Ian

Ian George
Historic Places Manager
Planning Services, Lincolnshire County Council,
County Offices, Newland, Lincoln LN1 1YL

Parish Councillor: No response

Response from Ashley Reaney, Conservation Officer for Lincolnshire Wildlife Trust - in place of County Ecologist which is currently an unfilled role

From: Ashley Reaney <areaney@lincstrust.co.uk>
Sent: Tuesday, September 12, 2023 3:34:00 PM
To: Ivan de Klee <ivan.deklee@nattergal.co.uk>
Subject: RE: Extons stakeholder consultations

Hello Ivan,

Thank you for sending over the details. I have reviewed the information and can confidently state that the Lincolnshire Wildlife Trust do not believe there will be any detrimental effects through woodland creation at this site. The proposal would support and expand upon the existing woodland in that area and would result in significant ecological enhancement from its contemporary state.

Please don't hesitate to contact me regarding any of the points discussed above.

...

Ashley

Ashley Reaney, MBio (Hons), PhD
 Conservation Officer

Lincolnshire Wildlife Trust

Mobile: 07983855466



Appendix B: Strategic Significance

For the purposes of the Statutory Biodiversity Metric, the baseline and proposed habitats must be assigned a Strategic Significance score. This reflects the local significance of a habitat based on its location and the habitat type. Justification for the scores assigned to the habitats included in this HMMP is provided below.

At the time of writing (May 2024), the Local Nature Recovery Strategy (LNRS) for Greater Lincolnshire had not been published. Based on preliminary discussions on the Greater Lincolnshire LNRS, it is understood that the Boothby site may be included. However, whilst confirmation on LNRS inclusion and the published LNRS document is pending, the Strategic Significance has been assessed based on existing available documentation and professional judgement.

Other woodland; broadleaved

Just over 4% of Greater Lincolnshire is covered by woodland, making it one of the least wooded areas in the UK. The Greater Lincolnshire Nature Partnership (GNLP) vision for the areas trees and woodland includes '*new native woodland is created using trees of local provenance with appropriate species for the relevant area where possible*'. The GNLP will be the partnership that agree on the outcomes, priorities and measures within the LNRS for Greater Lincolnshire. As native woodland is a local priority, it is considered that other woodland; broadleaved is a habitat of local ecological importance. The proposed woodland creation will also provide ecological linkage/ buffering to the neighbouring SINC woodland. It is, therefore, considered that in lieu of a LNRS for the area, a Strategic Significance score of Medium should be assigned to the post-intervention woodland.



Other neutral grassland

Although this is a habitat of ecological value, it is not included in the GLNP vision for farmland and grassland and is not a local or national priority habitat type. It is, therefore, considered that a Strategic Significance score of Low should be assigned.

Cereal crops

This is a habitat of little ecological value, which is not included in the GLNP vision for farmland and grassland and is not a local or national priority habitat type. It is, therefore, considered that a Strategic Significance score of Low should be assigned.



HABITAT MANAGEMENT &
MONITORING PLAN

BOOTHBY



BNG Habitat Bank

December 2023
Issue No. 3

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Introduction

Boothby Wildland Ltd. are seeking an agreement with South Kesteven District Council to place three fields within the Boothby Wildland project into a habitat bank for use as a biodiversity offsetting site. This report sets out the management and monitoring plan for these three fields in support of the agreement.

The Management Plan sets out: the location and extent of the land offered; the ecological baseline of the land; the habitat management objectives for the land; a recommended management strategy to meet the objectives; a monitoring framework; and a full Biodiversity Net Gain assessment of the land using the Statutory Biodiversity Metric.

This report is accompanied by two Statutory Biodiversity Metric spreadsheets, entitled: -

- Statutory Biodiversity Metric - Boothby - Ark Field - 4.12.23
- Statutory Biodiversity Metric - Boothby - Witherns & Kirkhill - 4.12.23

The habitat baseline of the site was established through full site survey in June 2022 by Broadview Ecology using Metric v. 3.1. The results of the baseline assessment were ground-truthed and updated to inform this assessment through site survey in September 2023 by Digg & Co. Ltd.

All BU calculations have been made using the following assumptions: -

- Strategic significance of baseline habitats - not in local strategy;
- Strategic significance of created habitats - location ecologically desirable but not in local strategy;
- Spatial risk multiplier - set for an off-site provider (this should be adjusted accordingly when a sales agreement has been made. This may effect the number of BU available);
- Temporal risk multiplier - set to account for no advance or delay in habitat creation (this should be adjusted accordingly when a sales agreement has been made. This may effect the number of BU available).

Statement of competence

Survey, assessments and reporting were conducted by Louis Pearson BSc MSc MCIEEM,

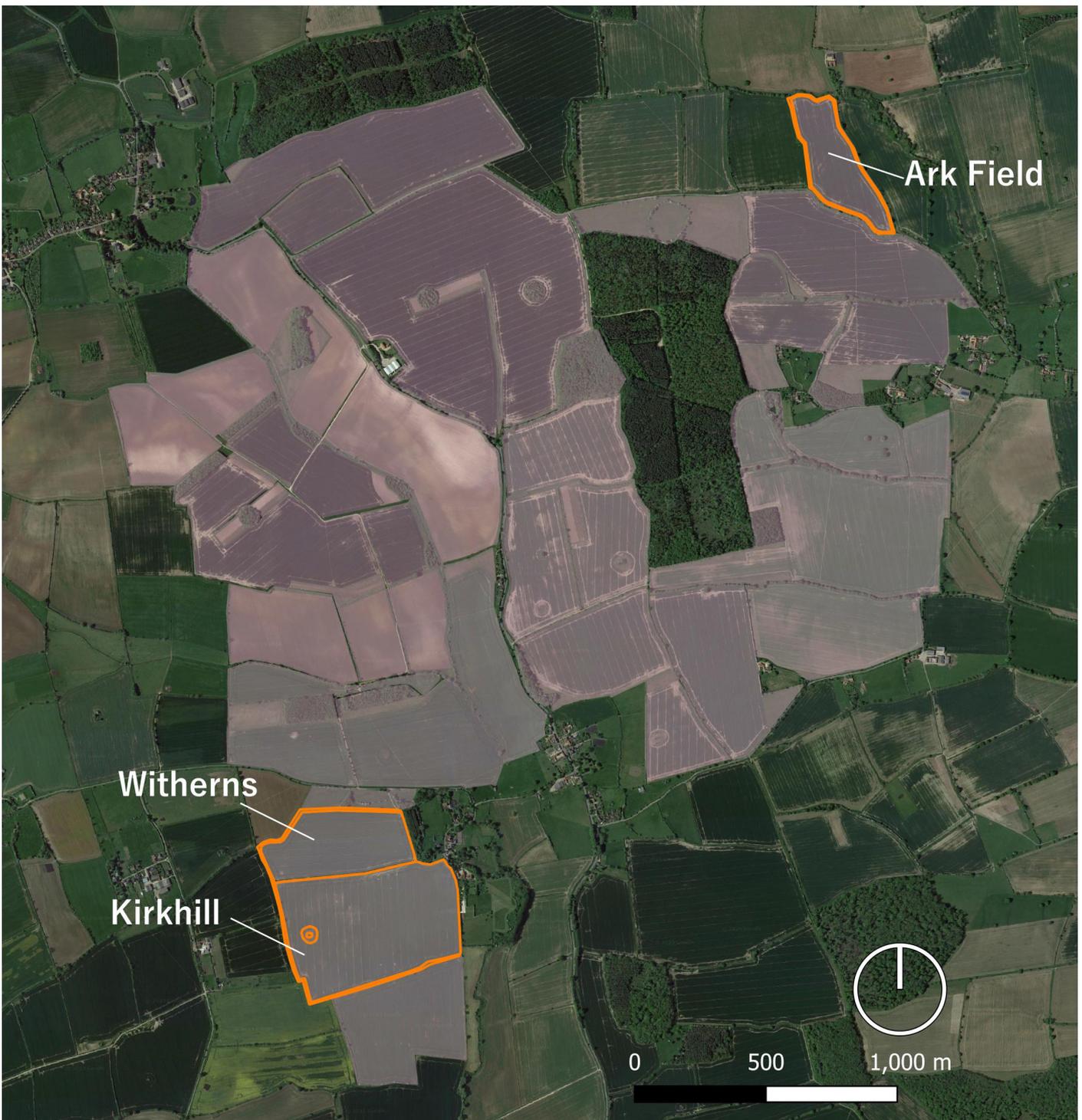
Louis Pearson is Principal Ecologist of Digg & Co. Ltd and is a full member of the CIEEM. He has a Bachelor's degree in Marine Biology from the University of Newcastle-Upon-Tyne and a Master's Degree in Ecology and Management of the Natural Environment from the University of Bristol. He has worked in ecological consultancy since 2013 and has demonstrable competence in Phase 1 Habitat Surveys (JNCC 2010) and UK Habitat Classification System Surveys (Butcher et. al 2020) and site assessment for protected species. He has competence in botanical surveys (FISC level 4), as well as herpetological and mammalian surveys and is registered to use Natural England Class Licences to survey for great crested newts, common dormouse, and all bat species in England. Louis has been conducting Ecological Impact Assessment in the context developments since 2017 and has experience of conducting large scale baseline assessments in the context of biodiversity net gain and in producing management and monitoring strategies for ensuring delivery of projected habitats. Louis meets the competency requirements set out within the Statutory Biodiversity Metric User Guide (draft) November 2023.

Site Context

The Boothby Wildlands project is located at Boothby Farm House, Grantham, Lincolnshire NG33 4DR, some 5 miles southeast of Grantham.

The full project encompasses c. 603 ha in surface area over broadly contiguous land. The area offered as a habitat bank comprises three fields, and their respective boundaries, in two separate areas totalling c. 50.6 ha. The three fields which comprise the habitat bank are called: -

- Ark Field (9.6 ha);
- Witherns (13 ha); and
- Kirkhill (28 ha).





Baseline habitats

The habitat baseline was determined through full site survey in June 2022 by Broadview Ecology using the method set out within the UKHabitat Classification System and the Metric v. 3.1. The baseline habitat assessment was ground truthed during September 2023 by Louis Pearson of Digg & Co. Ltd to inform this management plan. The baseline assessment was updated using the Statutory Biodiversity Metric.

ARK FIELD

Area Habitats

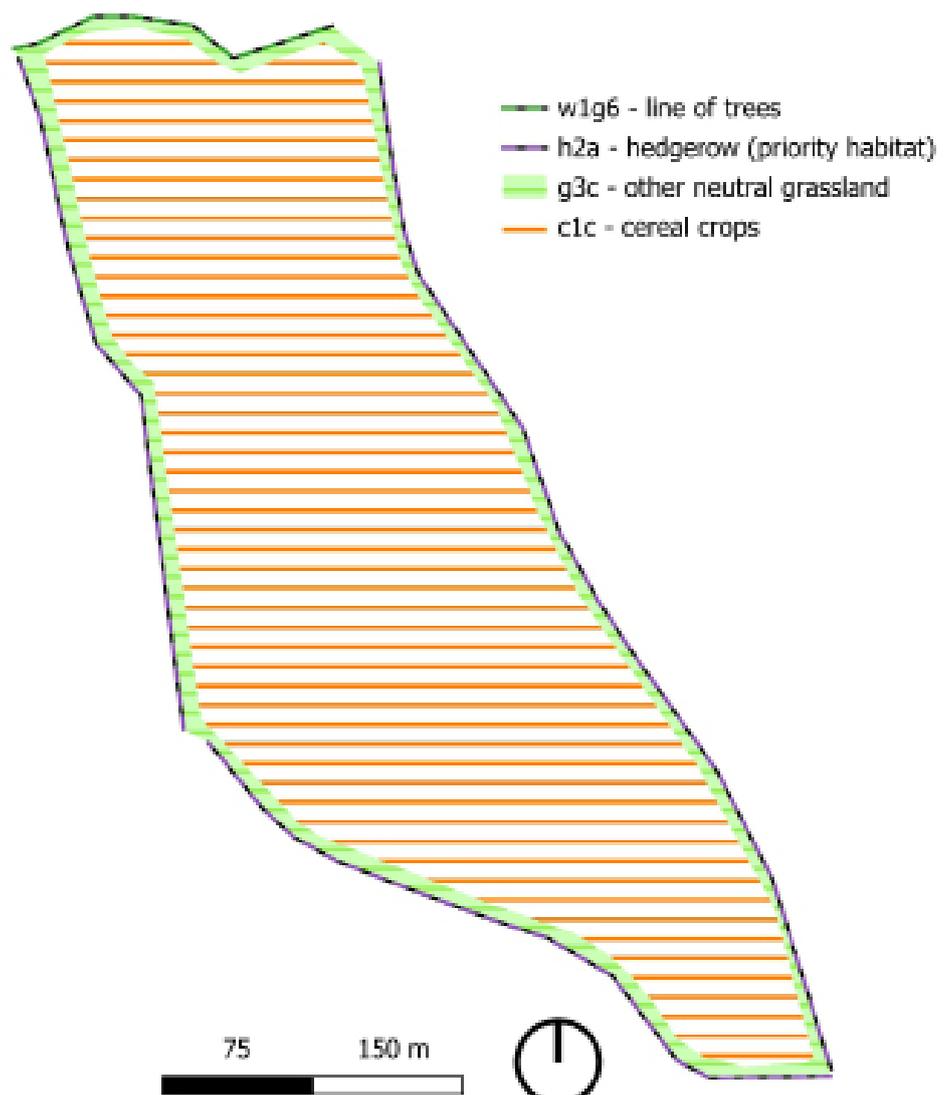
c1c - cereal crops - no condition - 8.546 ha

g3c - other neutral grassland - moderate condition - 1.056 ha

Linear Habitats

h2a - hedgerow (priority habitat) - 1,285 m

w1g6 - line of trees - 171 m



Baseline Habitats

WITHERNS & KIRKHILL

Area Habitats

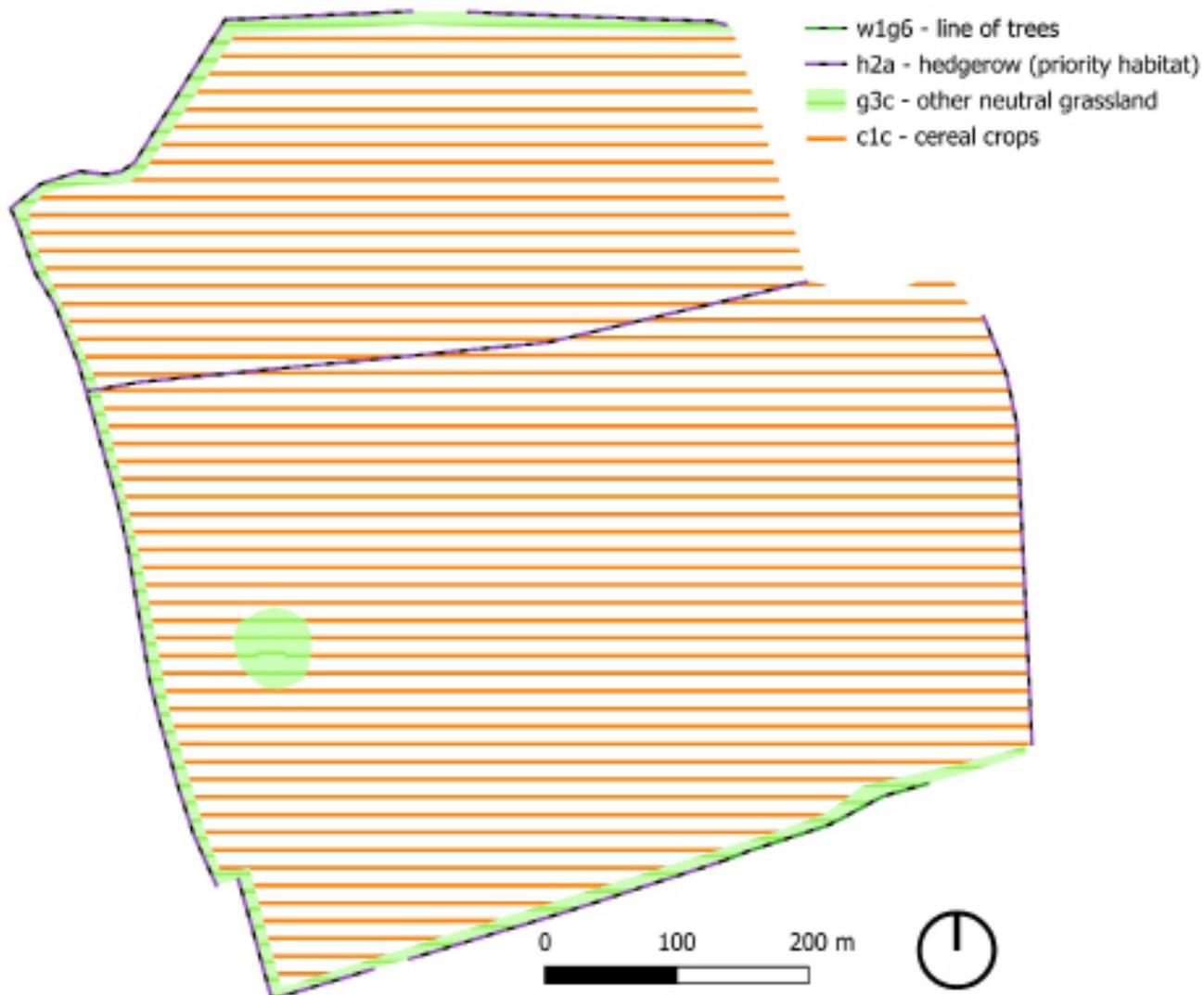
c1c - cereal crops - no condition - 38.980 ha

g3c - other neutral grassland - poor condition - 2.011 ha

Linear Habitats

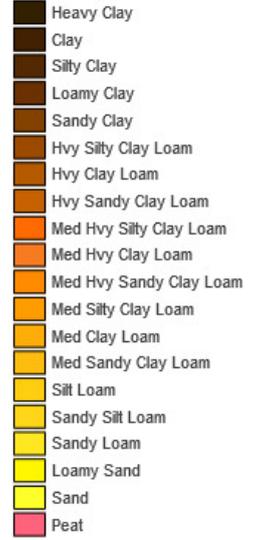
h2a - hedgerow (priority habitat) - 2,227 m

w1g6 - line of trees - 166 m



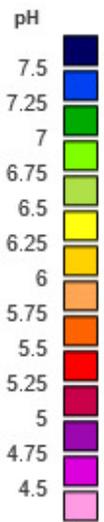
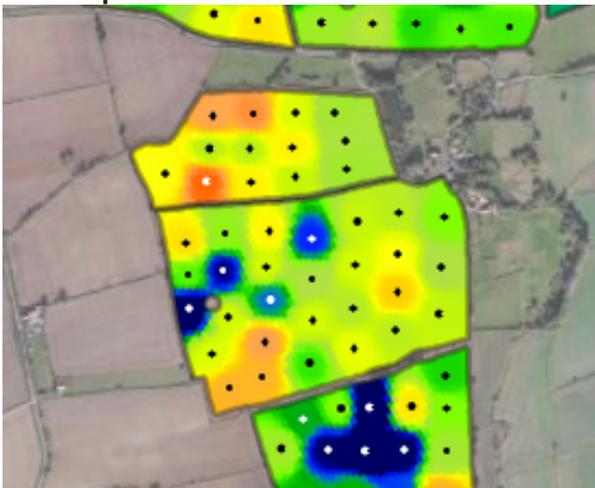
Soil profile

Soil type



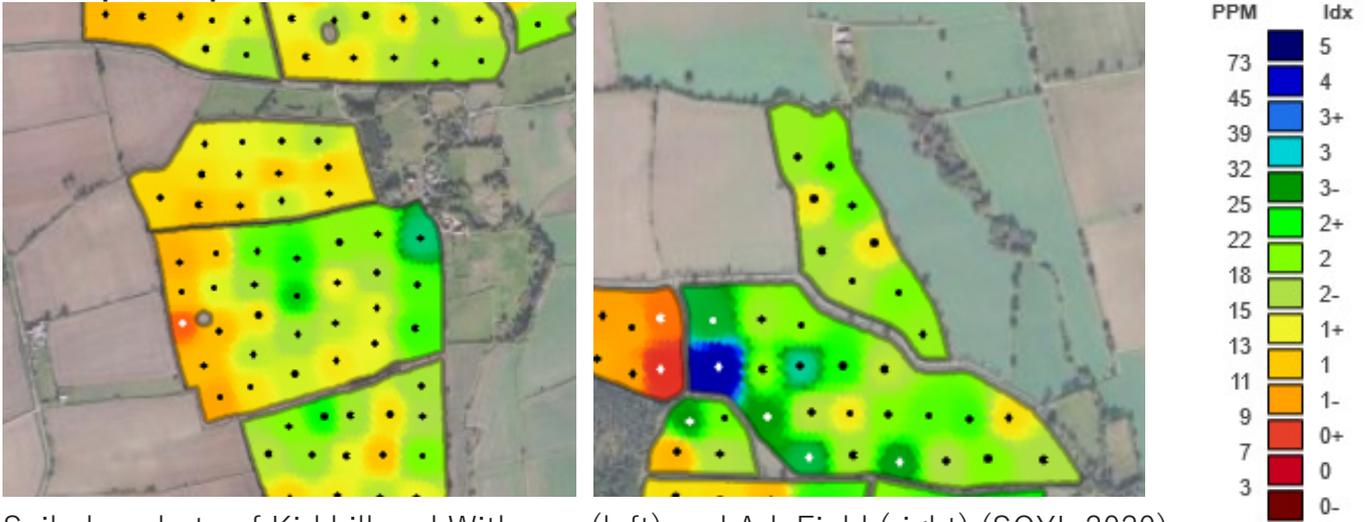
Soil type of Kirkhill and Witherns (left) and Ark Field (right) (SOYL 2020).

Soil pH



Soil pH of Kirkhill and Witherns (left) and Ark Field (right) (SOYL 2020).

Soil phosphate (P)



Soil phosphate of Kirkhill and Witherns (left) and Ark Field (right) (SOYL 2020).

Soil potassium (K)



Soil potassium of Kirkhill and Witherns (left) and Ark Field (right) (SOYL 2020).

Target Habitats

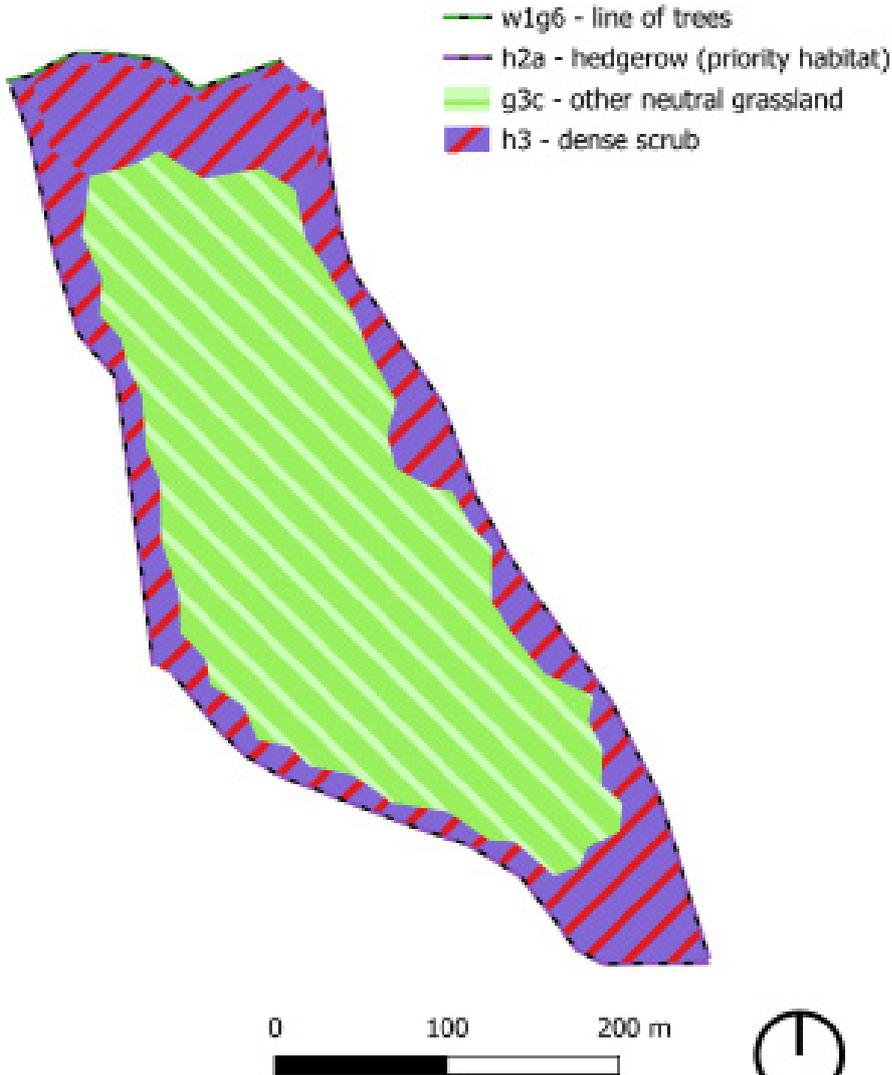
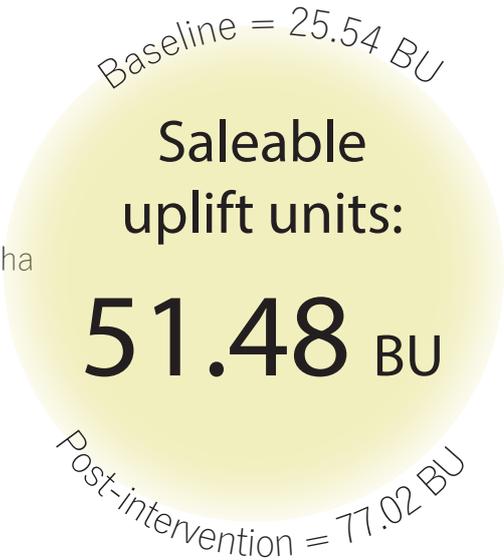
ARK FIELD

Area Habitats

- g3c - other neutral grassland - moderate condition - 6.243 ha
- h3 - mixed scrub - good condition - 3.358 ha

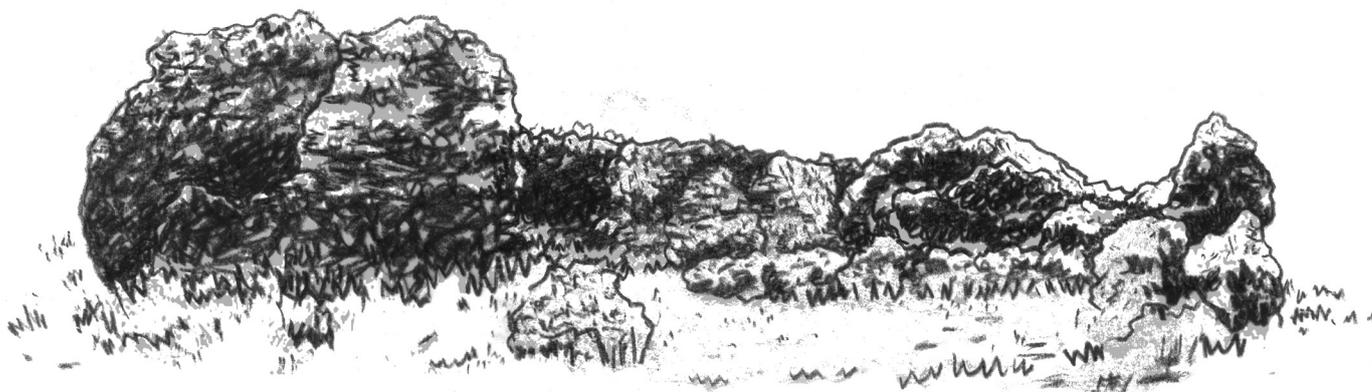
Linear Habitats

- h2a - hedgerow (priority habitat) - 1,285 m
- w1g6 - line of trees - 171 m



Landscape Vision

The landscape vision for Ark Field is to create a diverse species rich grassland which is well structured and is supported by dense mixed-species scrub which will have developed through natural regeneration. In order to create a well functioning ecotone between the grassland and hedgerow scrub, the outer margin of the field, including the HLS arable margins, will be allowed to naturally succeed and develop into scrub. The scrub will ultimately be managed in perpetuity through grazing herbivores which will naturally scallop the edges amongst the already species rich grassland, to create the maximum diversity of niches and maximise biodiversity potential.



Target Habitats

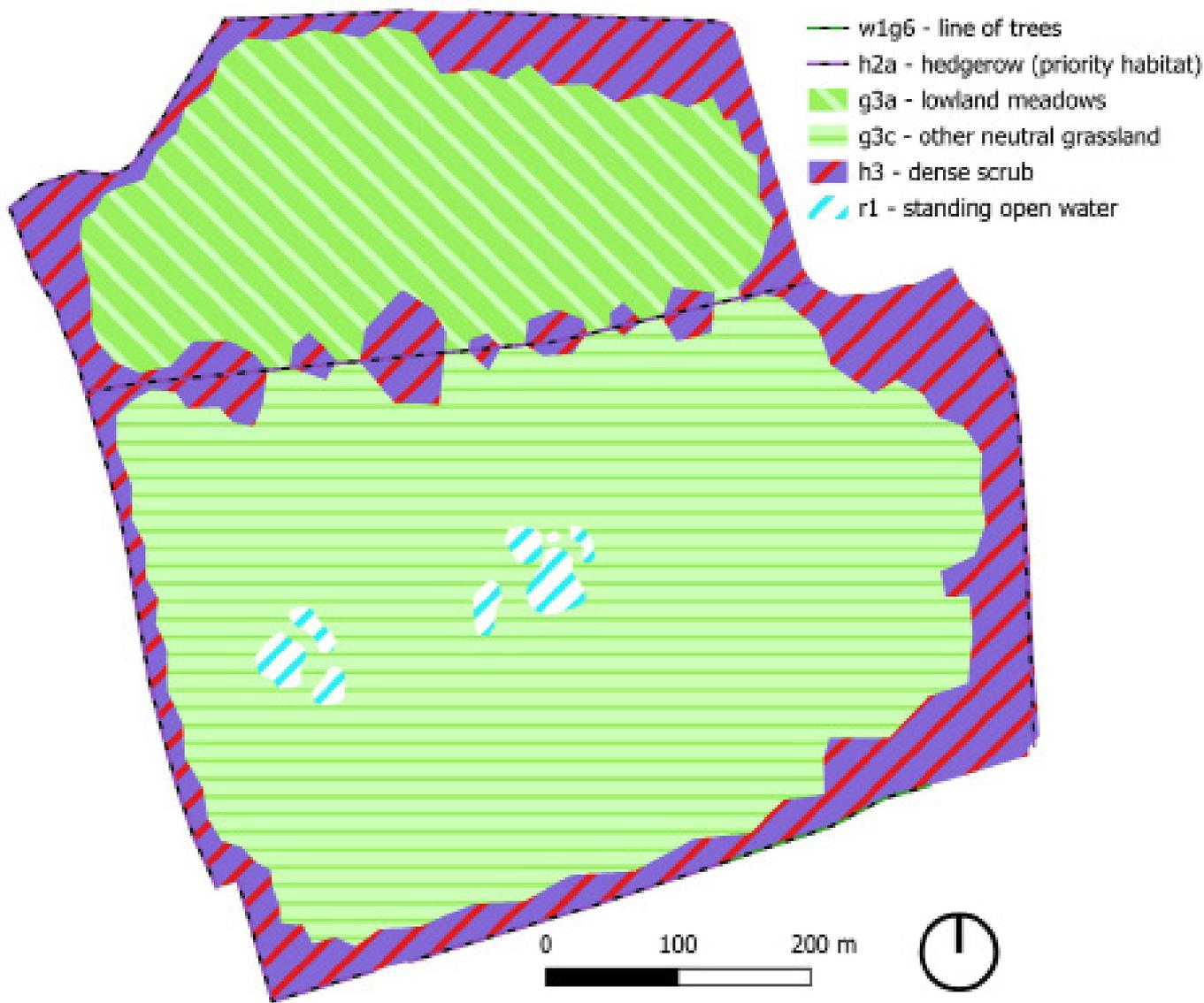
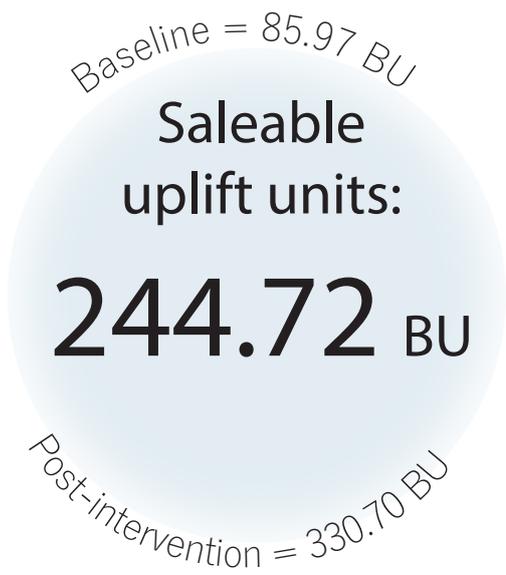
WITHERNS & KIRKHILL

Area Habitats

- g3a - lowland meadow - moderate condition - 9.496 ha
- g3c - other neutral grassland - good condition - 22.151 ha
- h3 - mixed scrub - 8.791 ha
- r1 - pond (non priority) - 0.548 ha

Linear Habitats

- h2a - hedgerow (priority habitat) - 2,227 m
- w1g6 - line of trees - 166 m



Landscape Vision

The landscape vision for Witherns and Kirkhill is to create more natural connectivity between the two fields by punching gaps through the existing dividing hedgerow. The gaps will be no greater than 10 m wide in order to retain the linear nature of the existing hedgerow, but the surrounding open land will be encouraged to scrub up to create diverse patches of well-structured scrub. Scrub will be encouraged around the perimeter of the two fields to enhance the ecological value of the boundary vegetation and ultimately encourage succession to woodland beyond the time frame of this management plan.

The open area of grassland will be managed using large herbivores such as cattle, horses and deer to create well-structured species-rich grassland with clusters of scrapes and ponds which will offer ephemeral and permanent open water and marginal habitats to further enhance the ecological value of the landscape.



g3a - lowland meadow

Habitat description

Lowland Meadow is the proposed habitat type for Witherns. In accordance with the habitat type described within the UKHabs classification system, the habitat type is categorised based on a sward dominated by palatable grasses, with high forb species richness (>15 per m²). Modified grassland indicators such as rye grass *Lolium perenne*, white clover *Trifolium repens* and red clover *Trifolium pratense*, should represent less than 10% cover.

Indicator species include grasses such as Crested Dog's-tail *Cynosurus cristatus* and Red Fescue *Festuca rubra*, herbs such as Knapweed *Centaurea nigra*, Bird's-foot Trefoil *Lotus corniculatus*, Ox-eye Daisy *Leucanthemum vulgare*, Meadow Vetchling *Lathyrus pratensis*, Lady's Bedstraw *Galium verum*, Primrose *Primula veris*, Autumn Hawkbit *Leontodon hispidus*, Bulbous Buttercup *Ranunculus bulbosus*, marsh-marigold *Caltha palustris*, Greater Burnet *Sanguisorba officinalis*, Meadowsweet *Filipendula ulmaria* and Meadow Foxtail *Alopecurus pratensis*. This list is not exhaustive and a suitably experienced ecologist should apply professional judgement to confirm the status of the grassland if indicator species listed are not abundant.

Management Objectives

Primary objective - To create Lowland Meadow in Moderate condition within a time period of 10 years.

Secondary objectives - The secondary objectives are tailored to direct management in accordance with the Statutory Biodiversity Metric condition assessment criteria. The management objectives are the same for all Lowland Meadow habitats regardless of the target ecological condition. The ecological condition of the grassland habitat should be assessed using the criteria set out here and in the Statutory Biodiversity Metric, within the following parameters: -

- Good condition - must satisfy 5 or 6 criteria, including criteria #1 & #7;
- Moderate condition - should satisfy 3 - 5 criteria, including criteria #1; or
- Poor condition - satisfies 2 or fewer criteria excluding criteria #1 or #7.

Secondary objectives: -

1. The appearance and composition of vegetation must match the UKHab definition for Lowland Meadow with indicator species listed by UKHab for Lowland Meadow consistently present throughout the sward.
2. Sward height should be varied, with at least 20% of the sward at less than 7 cm and at least 20 per cent more than 7 cm, creating micro-climates which provide opportunities for insects, birds and small mammals to live and breed.
3. Cover of bare ground should be between 1% and 5%, including localised areas, for example, rabbit warrens.
4. Cover of bracken should be less than 20%
5. Cover of scrub should be less than 5%.
6. Combined cover of species indicative of sub-optimal conditions and physical damage (such as excessive poaching, damage from machinery use or storage) should account for less than 5% of total area. Invasive non-native species (as listed on Schedule 9 of WCA, 1981) must be absent or this criteria is failed.
7. There must be 10 or more vascular plants per m² (excluding species of sub-optimal conditions).

g3c - other neutral grassland

Habitat description

Other neutral grassland is the proposed habitat type for Ark Field and Kirkhill. In accordance with the habitat type described within UKHab, the habitat type is categorised based on the diversity of the sward not being sufficient to meet the definition of lowland meadow and with some palatable agricultural grasses, such as perennial rye grass, forming up to 30% of the sward, with a further 9 - 15 species occurring per m².

Management Objectives

Primary objective - To create Other Neutral Grassland in Moderate or Good condition on existing within a time period of 5 or 10 years respectively.

Secondary objectives - The secondary objectives are tailored to direct management in accordance with the Defra metric condition assessment criteria. The management objectives are the same for all Other Neutral Grassland habitats regardless of the target ecological condition. The ecological condition of the grassland habitat should be assessed using the criteria set out here and in the Statutory Biodiversity Metric, within the following parameters: -

- Good condition - must satisfy 5 or 6 criteria, including criteria #1 & #7;
- Moderate condition - should satisfy 3 - 5 criteria, including criteria #1; or
- Poor condition - satisfies 2 or fewer criteria excluding criteria #1 or #7.

Secondary objectives: -

1. The appearance and composition of vegetation must match the UKHab definition for Other Neutral Grassland with indicator species listed by UKHab for Other Neutral Grassland consistently present throughout the sward.
2. Sward height should be varied, with at least 20% of the sward at less than 7 cm and at least 20 per cent more than 7 cm, creating micro-climates which provide opportunities for insects, birds and small mammals to live and breed.
3. Cover of bare ground should be between 1% and 5%, including localised areas, for example, rabbit warrens.
4. Cover of bracken should be less than 20%
5. Cover of scrub should be less than 5%.
6. Combined cover of species indicative of sub-optimal conditions and physical damage (such as excessive poaching, damage from machinery use or storage) should account for less than 5% of total area. Invasive non-native species (as listed on Schedule 9 of WCA, 1981) must be absent or this criteria is failed.
7. There must be 10 or more vascular plants per m² (excluding species of sub-optimal conditions).

h3 - mixed scrub

Habitat description

Scrub is a habitat defined as being dominated by shrubs which have a maximum mature height of below 5 m. Scrub is a mid-successional habitat and by definition is continually succeeding to woodland if left unchecked. Therefore, it is a dynamic habitat which may eventually mature into a woodland, but within the time frame of this agreement should be maintained as a scrub ecotone.

Management Objectives

Primary objective - To create Mixed Scrub in Good condition within a time period of 10 years.

Secondary objectives - The secondary objectives are tailored to direct management in accordance with the Statutory Biodiversity Metric condition assessment criteria. The ecological condition of the scrub habitat should be assessed using the criteria set out here and in the Statutory Biodiversity Metric, within the following parameters: -

- Good condition - must satisfy all 5 criteria;
 - Moderate condition - should satisfy 3 or 4 criteria; or
 - Poor condition - satisfies 2 or fewer criteria.
1. The composition should be native and comprised of a mix of at least three species with no one species dominating.
 2. A variety of age classes should be present including seedlings, saplings young shrubs and mature shrubs.
 3. Invasive non-native species (as listed on Schedule 9 of WCA, 1981) should be absent.
 4. The scrub edge should be well-developed with scattered scrub transitioning to tall grassland.
 5. The scrub should include clearings, glades and rides to provide sheltered edge habitats.

r1 - pond (non-priority)

Habitat description

Ponds are defined as waterbodies less than 2 ha in surface area. Non-priority ponds are those which do not meet the criteria for priority ponds. Priority ponds are not common and are considered to be an unrealistic target for newly created ponds in an arable farming landscape. For a pond to fulfil the criteria for priority habitat, they must support species of high conservation status, exceptional assemblages of key biotic groups or be ponds of high ecological quality.

Management Objectives

Primary objective - To create permanent and seasonal standing water bodies which are considered to be in Good ecological condition within a time period of 5 years.

Secondary objectives - The secondary objectives are tailored to direct management in accordance with the Statutory Biodiversity metric condition assessment criteria. The ecological condition of the pond and surrounding marginal habitat should be assessed using the criteria set out here and in the Statutory Biodiversity Metric, within the following parameters: -

- Good condition - must satisfy all 9 criteria;
 - Moderate condition - should satisfy 6 - 8; or
 - Poor condition - satisfies 5 or fewer criteria.
1. The pond should have good water quality, with clear water indicating no obvious signs of pollution, although turbidity is acceptable if the pond is grazed by livestock.
 2. The pond should have semi-natural habitat completely surrounding the pond, for at least 10 m from the edge of the pond around its perimeter.
 3. The pond should have less than 10% of the surface covered with duckweed or algae
 4. The pond should not be artificially connected to other waterbodies.
 5. Water levels should be allowed to fluctuate naturally.
 6. There should be an absence of non-native plant and animal species.
 7. The ponds should not be artificially stocked with fish.
 8. Emergent, submerged or floating plants should cover at least 50% of the pond areas which are less than 3 m deep.
 9. The pond area should not be more than 50% shaded by trees or shrubs.

Management prescription

2022 - Initial management

Management of Ark field began in October 2022 after the baseline assessment had been completed in June/July 2022. The following management actions have been implemented to date.

- July / August 2022 - The final cereal crop was harvested and the field was left to rest until October 2022
- October 2022 - The stubble field was lightly cultivated using a disc harrow.
- November 2022 - Green hay, taken from a species rich grassland in August 2022, was spread across the field using a bale chopper.
- June 2023 - The outer 10 m wide strip of arable reversion was topped to reduce the proliferation of weed species through seed dispersal.
- August 2023 - Green hay taken from a species rich grassland was spread across the field using a bale chopper and further distributed by hand.

These management actions are supportive of the objectives and therefore fully endorsed.

2023 - September status

During September 2023, the site visit found the field to be dominated by grasses with occasional occurrence of lowland meadow indicator species, including knapweed, ox-eye daisy, and bird's foot trefoil with abundant yellow rattle throughout. The grassland was tall and grasses occur as small tussocks and as individual plants with bare areas throughout indicating little rhizome action, typical of an immature grassland. Grass species are annuals, including barren brome and common wild oat and hardy perennials comprising cock's foot, red fescue, false oat grass, rough meadow grass, common couch, Yorkshire fog, and tufted hair-grass. The weed burden appears to be low with occasional spear thistle, dock and ragwort and rarely occurring creeping thistle in small patches in the north of the field. The recently spread green hay was dense in places, risking smothering newly emerging seedlings.

Ark Field has well established species-rich field margins which have been well managed throughout the last 10 years under HLS. The grassland margins were mapped as *g3c - other neutral grassland* within the 2022 baseline. The species composition of the margins comprises knapweed, wild carrot, yarrow, dandelion, hogweed, false oat grass, ox-eye daisy, red clover, red fescue, common couch, crested dog's tail, creeping bent and Timothy.

Soil Status

Soil surveys conducted in 2020 found the soil profile across Ark Field to be heavy to medium clay loam with the soil pH across the majority of the field ranging between 7 and 6.5. A small localised area has a slightly more acidic pH dropping to 6 at the lowest. The nutrient profile found the soil to be between 1 and 2 on the phosphate index and between 2 and 3 on the potassium index.

The soil type and pH are supportive of creating mesotrophic grassland, where pH of 5 or lower would be considered to be a constraint to creating mesotrophic grassland (Blakesley & Buckley 2016). The most species rich grasslands typically have fertility indices of 0-1 P and 1-2 K. The soil profile of Ark field is elevated above ideal soil conditions for developing species rich grasslands. Therefore, the management strategy will include an element of nutrient stripping via hay cut and removal to reduce the soil nutrient status over time.

The elevated nutrient profile in Ark Field is not considered to be a major constraint to achieving the primary objectives of other neutral grassland in moderate condition.

Year 1 - 5

It is recommended that the annual management of the field is brought into a regular rhythm which sees the field managed as a typical hay meadow for the next five years (until the end of 2028).

It is likely that the soil nutrient status is artificially elevated through agricultural inputs and the soil ecology, structure and hydrological regime is significantly degraded through repeat mechanical cultivation and the presence of land drains. Therefore, management should aim to support the recovery of the soil health whilst working to reduce the soil nutrient status.

The following annual management should be applied until the end of 2028:

Step 1 - The field would benefit greatly from aftermath grazing during autumn and winter 2023, ideally livestock should be grazed at a density of 0.2 to 0.5 grazing units per year. This equates to c. 1 grazing unit per hectare for 6 months or 2 grazing units per ha for 3 months etc. This will introduce dung into the field which will support the development of the soil microbiome, and will break up the areas of dense hay and help to maximise the productivity of the grassland, in turn supporting the restoration of the soil. The aim of winter grazing is to break up the litter layer and expose some bare ground (c. 20 %) to allow seed space to germinate. Winter grazing should not continue past 31st March and should be managed to avoid damaging the soil structure during wet weather. If livestock are not available, the field should be chain harrowed during the winter to break up the litter layer and exposed up to 20 % bare ground.

Step 2 - The grassland should be left to grow tall and flower between April and August.

Step 3 - The field should be cut for hay during late August or early September, arisings should be baled and removed.

Step 4 - Livestock should be introduced during the autumn and winter for aftermath grazing as described in Step 1.

Hay cutting should be conducted each year, but it is recommended that cutting ceases in the margins

in year 2 or 3 of management. This will allow the species rich grassland to deposit good quantities of seed into the arable reversion for three years. When cutting stops, the grassland species will continue to produce seeds, but will also allow scrub to naturally regenerate from the hedgerows through rhizomes or from seeds. Species diversity in the scrub could be increased through scattered planting of shrub species including hazel, hawthorn, crab apple, dog rose, dogwood, plum and bullous. Shrubs along the edge of the planting should not be planted with tree guards as it negatively effects their growth structure, creating tall and leggy shrubs which have reduced value to creating a well structured ecotone.

Year 6 - 10

After the initial 5 year period, the ongoing management will be directed by the results of monitoring. It might be appropriate to continue the hay meadow rhythm for an additional year or two to increase species richness, but good structure in the grassland will require livestock to be the primary management aid, and a transition to management using grazers is recommended.

A management strategy is set out below, but an element of flexibility needs to be retained to be able to react to the condition of the grassland identified during monitoring.

Management through the year using livestock will transition away from using any mechanised management tools and will focus on careful management of stocking densities and timing. The focus should be on high intensity, short duration grazing with long periods of rest, i.e. 3 or 4 months, and would be most effective using cattle as the principle grazer.

Stocking densities should follow typically accepted levels for conservation grazing of 0.5 livestock units per ha per year. This baseline density can then be adjusted to fit a more dynamic herding system of high intensity, short duration, with long periods of rest. Grazing should be managed to ensure plants can reach maturity, flower and set seed, to encourage species diversity in the sward. Excessive winter grazing should be avoided to reduce the risk of damage through poaching, although a low impact winter grazing regime is encouraged to allow space in the sward for germinating seedlings.

Year 10 onwards

It is expected that the grassland will have reached a good ecological condition within 10 years and should have reached sufficient species richness to be considered as other neutral grassland. Therefore, years 11 through 30 will see a continuation of the management rhythms which have been established and have been demonstrated to be effective for the land and for the management team.

Witherns and Kirkhill

Management prescription

2023 - September status

During September 2023, the site visit found the two fields to have been harvested of their oil-seed rape crop during the summer, and left to rest. The developing vegetation contained some annual plants typical of arable land, but was found to be dominated by oil seed rape plants regrowing from dropped seed.

The grass margins were found to be species poor dominated by Yorkshire fog and Timothy, with birds foot trefoil and docks.

The small patch of neutral grassland in the centre of the field surrounds a dry pond which is vegetated by willowherbs and other tall herbs, and did not contain aquatic or marginal plant species indicating that it has not recently held water.

Soil Status

Witherns - Soil surveys conducted in 2020 found the soil profile across Witherns to be medium sandy clay loam with the soil pH across the majority of the field ranging between 6.75 and 5.75. A small localised area has a slightly more acidic pH dropping to 5.5 at the lowest. The nutrient profile found the soil to be 1 on the phosphate index and between 1 and the lower end of 2 on the potassium index.

The soil type and pH are supportive of creating mesotrophic grassland, where pH of 5 or lower would be considered to be a constraint to creating mesotrophic grassland (Blakesley & Buckley 2016). The most species rich grasslands typically have fertility indices of 0-1 P and 1-2 K. The soil profile of Witherns is within these parameters and should not represent a constraint to meeting the primary objectives of creating Lowland Meadow in moderate condition.

Kirkhill - Soil surveys conducted in 2020 found the soil profile across Kirkhill to be heavy clay loam on higher ground grading to medium sandy clay loam and loamy sand on the lowest ground. The soil pH across the majority of the field ranges between 5.75 and 7.5 or 8. The nutrient profile found the soil to be wide ranging on the phosphate index with the highest areas showing low P (0 on the index) and the lower area grading up to a maximum of 3 on the index suggesting that leaching of phosphate from high areas into lower areas is occurring. The potassium profile shows an opposite gradient with a maximum of 3 on the potassium index on higher ground, grading to the lower end of 2 on lower ground.

The soil type and pH are supportive of creating mesotrophic grassland, where pH of 5 or lower would be considered to be a constraint to creating mesotrophic grassland (Blakesley & Buckley 2016). The most species rich grasslands typically have fertility indices of 0-1 P and 1-2 K. The soil profile of Kirkhill is elevated above these parameters and therefore may be a constraint to creating the most species rich grasslands. The management strategy therefore includes an annual management strategy which will reduce soil nutrients over time, through repeat hay cuts over the first five years of grassland establishment as a minimum.

The elevated nutrient profile in Kirkhill is not considered to be a major constraint to achieving the primary objectives of other neutral grassland in good condition, and no pre-establishment management to reduce soil fertility in advance of seeding is recommended. However, monitoring in the initial years after establishment should consider the effect of high P and K levels and increased efforts to reduce soil nutrient may be required in the form of a second hay cut in September.

Management overview

In order to begin to restore this parcel of land and to help reinstate natural processes, the first two years of management will focus on interventions to establish semi-natural habitats. Once the initial interventions have been implemented, management will continue through establishing an annual rhythm which will be informed by monitoring. Management of hedgerows is not proposed.

Grassland creation

It is considered that the existing self-seeded rape crop which is dominant across the two fields is a significant constraint to establishing grassland. It should therefore be terminated during autumn using a power harrow or disc harrow. This should be sufficient to retard the regrowth and allow space for desirable grassland seedlings to establish. Any persistent volunteers can be expected to succumb as the grassland communities mature. The rotovated substrate will also create a suitable seedbed to introduce seed or green hay. The grassy margins should not be rotovated.

Witherns will be managed to create a moderate condition grassland of sufficient species richness to be classified as Lowland Meadow. This will principally be through an annual application of green hay donated from nearby SSSI grasslands and the two adjacent fields of species rich grassland which are within the wider project and annual hay meadow management.

Step 1 - Rotovate using a power harrow or disc harrow to create maximum bare ground and a suitable seedbed.

Step 2 - During autumn, spread species rich green hay using a bale chopper or a muck spreader at an appropriate rate to cover all areas without smothering. Roll to ensure maximum seed soil contact.

Step 3 - Allow seedlings to germinate and develop through the winter, spring and early summer.

Step 4 - Top or hay cut during August or September and remove arisings.

Step 5 - After cutting, spread green hay.

Step 6 - It is recommended that aftermath grazing is introduced during the autumn and winter of year 2. Livestock should be grazed at a density of 0.2 to 0.5 grazing units per year. This equates to c. 1 grazing unit per hectare for 6 months or 2 grazing units per ha for 3 months etc. This will introduce dung into the field which will support the development of the soil microbiome, and will break up the areas of dense hay and help to maximise the productivity of the grassland, in turn supporting the restoration of the soil. The aim of winter grazing is to break up the litter layer and expose some bare ground (c. 20 %) to allow seed space to germinate. Winter grazing should not continue past 31st March and should be managed to avoid damaging the soil structure during wet weather. If livestock

are not available, the field should be chain harrowed during the winter to break up the litter layer and expose up to 20 % bare ground.

This annual management of Witherns should continue for a minimum of 10 years. After this, management will be directed by the results of monitoring. Good structure in the grassland will require livestock to be the primary management tool, and a transition to management using grazers is recommended.

Kirkhill will be managed to create good condition other neutral grassland. The method of establishment will be to seed the field in year 1 with a meadow seed mixture at a low sowing rate and to implement hay meadow management rhythm for a minimum 5 years, before transitioning to management with livestock only.

Step 1 - Rotovate using a power harrow or disc harrow to create maximum bare ground and a suitable seedbed.

Step 2 - Sow Emorsgate EM2 Standard General Purpose Meadow Mix at a rate of 20 kg per ha. Seed should be surface sown and not drilled. Following sowing, the seed should be rolled to ensure maximum soil contact. Seed should be sown between September and March, when the ground is firm enough to gain access. Earlier sowings have the greatest chance of success due to the risk posed from spring drought. Once seedlings have germinated, they need sufficient moisture for a minimum of 3 - 4 weeks to avoid succumbing to desiccation.

Step 3 - Allow seedlings to germinate and develop through spring and early summer.

Step 4 - Top or hay cut during August or September and remove arisings. Re-seeding in year 2 is not recommended at this stage, but this would depend on the success of the grassland. If significant species have failed, re-seeding may be recommended to occur during the autumn.

Step 5 - It is recommended that aftermath grazing is introduced during the autumn and winter of year 2 as described above.

This annual management of Kirkhill should continue for a minimum of 5 years. After this, management will be directed by the results of monitoring. Good structure in the grassland will require livestock to be the primary management tool, and a transition to management using grazers is recommended.

Ongoing management (both fields) after year 5 and 10 for Kirkhill and Witherns respectively will be directed by monitoring and will transition to management using livestock only. Management will focus on careful adaptation of stocking densities and timing. The focus should be on high intensity, short duration grazing with long periods of rest, i.e. 3 or 4 months rest, and would be most effective using cattle as the principle grazer.

Stocking densities should follow typically accepted levels for conservation grazing of 0.5 livestock units per ha pre year. This baseline density can then be adjusted to fit a more dynamic herding system of high intensity, short duration, with long periods of rest. Grazing should be managed to ensure plants can reach maturity, flower and set seed, to encourage species diversity in the sward. Excessive winter grazing should be avoided to reduce the risk of damage through poaching, although a low impact winter grazing regime is encouraged to allow space in the sward for germinating seedlings.

Scrub

The initial intervention will see shrubs in the existing hedgerow between Kirkhill and Witherns translocated out into the fields to create 10 m wide gaps in the hedgerow and encourage the development of well-structured scrub patches.

Translocation of shrubs will should follow the steps set out below:

Step 1 - Select short sections of hedgerow to translocate. These sections should be no greater than 10 m long and comprise maximum number of species.

Step 2 - Coppice the shrubs during autumn, leaving c. 30 cm long stumps for ease of handling. Retain the brash to create wildlife heaps.

Step 3 - Grub out the root balls during autumn or winter using an excavator. Care should be taken to reduce damage to the roots. Roots should be covered to prevent drying or root hairs whilst out of the ground.

Step 4 - Plant the shrubs in clusters with c. 5 m spacing between shrubs. The shrubs should be planted so the ground is at the same level as previously.

Step 5 - Once the shrubs are planted, coppice the stems to ground level or as low as is reasonably possible.

Step 5 - Place the brash in piles through the scrub planting.

Step 6 - The gaps in the hedge should be levelled and seeded with grassland species using the method set out for either Witherns or Kirkhill.

Scrub at the field margins will be allowed to naturally regenerate through ceasing cutting the arable margins. When cutting stops, the grassland species will continue to produce seeds, but will also allow scrub to naturally regenerate from the hedgerows through rhizomes or from seeds. Species diversity in the scrub could be increased through scattered planting of shrub species including hazel, hawthorn, crab apple, dog rose, dogwood, plum and bullace. Shrubs along the edge of the planting should not be planted with tree guards as it negatively effects their growth structure, creating tall and leggy shrubs which have reduced value to creating a well structured ecotone.

Ponds and scrapes

The ponds and scrapes will be constructed to have a maximum depth of between 75 cm and 1.5 m. The ponds should be able to hold water throughout the year but may dry out in hot summers. The pond may require a lining to maintain water. Lining can be created using clay soils which will need to be 'puddled' to ensure a good water seal. Alternatively Bentonite Clay lining is recommended as a sustainable, non-plastic solution.

All spoil created from the construction of the ponds should be graded into the surrounding landscape but should not prevent surface water from flowing into the ponds. Spoil should not be piled on the uphill slope as this could divert runoff away from the pond, reducing its catchment. The pond margins should be graded to create a variety of gradients including shallow gradients and a berm (ledge), just below

the anticipated waterline.

Once the ponds have been constructed and demonstrated to hold water, aquatic and marginal plants should be planted into the ponds and around their margins. Planting should be conducted between September and March. Plants should be native and locally sourced. Appropriate species would comprise:

- Purple loosestrife *Lythrum salicaria*;
- Water plantain *Alisma plantago-aquatica*;
- Yellow flag iris *Iris pseudocorus*;
- Water forget-me-knot *Myosotis scorpioides*.;
- Brooklime *Veronica beccabungo*;
- Water speedwell *Veronica anagalis-aquatica*;
- Curled or broadleaved pondweed *Potamogetum crispus* or *P. natans*.

Maintenance would be in response to monitoring. The pond should be assessed to the criteria set out within the Defra Biodiversity Metric Condition Assessment for Ponds. This will identify poor water quality, excessive poaching or excessive shading and management can be recommended for remediation where required.

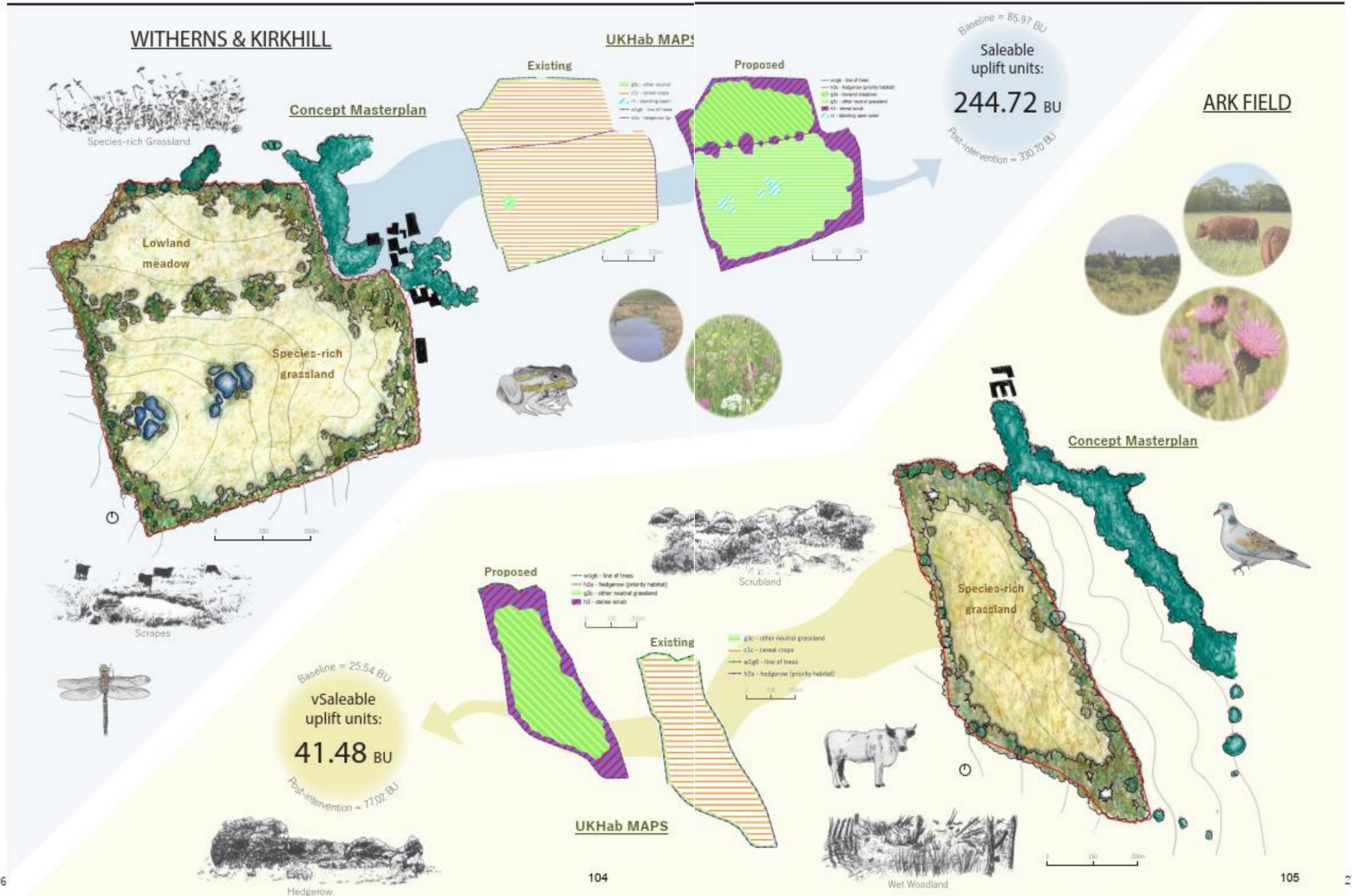
Monitoring

Habitat creation and management of dynamic semi-natural habitats and ecosystems is unpredictable by nature. Monitoring is therefore an essential part of the management plan and will provide iterative guidance on the efficacy of the management plan as set out within this document. The management prescriptions within this document will require a degree of flexibility in response to the conditions observed within the developing habitats. However, deviations from the management prescription should be agreed in advance with the project ecologist.

Monitoring should 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. This will be at the discretion of the project ecologist.

Monitoring will follow the method set out in the Statutory Biodiversity Metric for conducting condition assessments and will accord with the UKHabs definitions for habitat type. A report should be produced after each monitoring visit and should include recommendations for action or alterations to the management prescription set out here. The report should include the following elements for each habitat type proposed:

- A habitat description using the classifications set out within UKHabs v. 2.0;
- A plant species list and estimate of relative abundance using the DAFOR scale;
- A Metric condition assessment using the Statutory Biodiversity Metric criteria;
- The identification of any deviation from the objectives and recommendations to redress these; and
- Recommendations for alterations to the annual management schedule, where required.



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APPENDIX 3 - LETTER OF RELEASE

TO BE TYPED ON THE COUNCIL'S HEADED NOTEPAPER

Dear [Owner]

We acknowledge receipt of your written request following the fulfilment of the obligations set out in [Clause 5 / paragraphs 2 and 3 of Schedule 2] / [the final monitoring report in respect of the habitat enhancements which were required to be implemented pursuant to the planning obligations imposed upon [the Owner] in the Deed made pursuant to s106 of the Town and Country Planning Act 1990 dated [] and made between []].

The planning obligations which are specified in the Schedule below have been fulfilled.

Schedule

[Specify released obligations]

[Having considered the final monitoring report that you have submitted] [Having considered your request] we agree that the planning obligations referred to in the Schedule above have been fulfilled and hereby release the Owner and the [Ark Lane / Kirk Hill / Witherns / Exton's East] Biodiversity Area] / [Biodiversity Areas] from any further liability in respect of those planning obligations.

Yours faithfully

For and on behalf of the Council being duly authorised to do so

APPENDIX 4 – HABITAT MONITORING REPORT TEMPLATE

BNG Habitat Monitoring Report

Site Name:	
Site Location:	Provide address and grid reference
Planning Reference Number:	N/A if an offsite habitat bank
Register Reference Number:	N/A if part of onsite deliver
Consent or Licence Reference Number:	N/A if not required for your site. If required, are these permissions up to date?
Site Owner and Contact Details:	
Person or Organisation Responsible for Delivering Management (if different from Site Owner) and Contact Details	
Monitoring Report Author:	
Date of Report:	
Number of Years Monitoring Completed to Date:	The tabs at the botom of this page can be used to provide a quantitive report for each year of montoring in a single document
Comments:	

Area Habitats

Parcel Reference	Area (ha)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

Hedgerows

Feature Reference	Length (km)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

Watercourses

Feature Reference	Length (km)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

Area Habitats														
Parcel Reference	Area (ha)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

Hedgerows														
Feature Reference	Length (km)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

Watercourses														
Feature Reference	Length (km)	Monitoring Results					Target Habitats					Conclusion		
		Calendar Date	Broad Habitat type	Habitat	Condition	Biodiversity Units	Broad Habitat Type	Habitat	Condition	Standard Time to Target Condition	Biodiversity units	Has the Target Habitat Been Achieved	Has the Target Condition been Met?	Is a Change in Habitat Management Needed

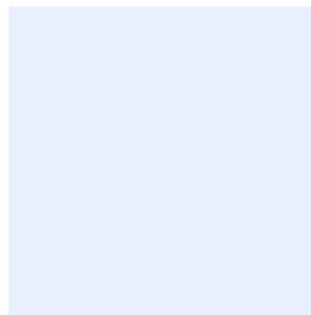
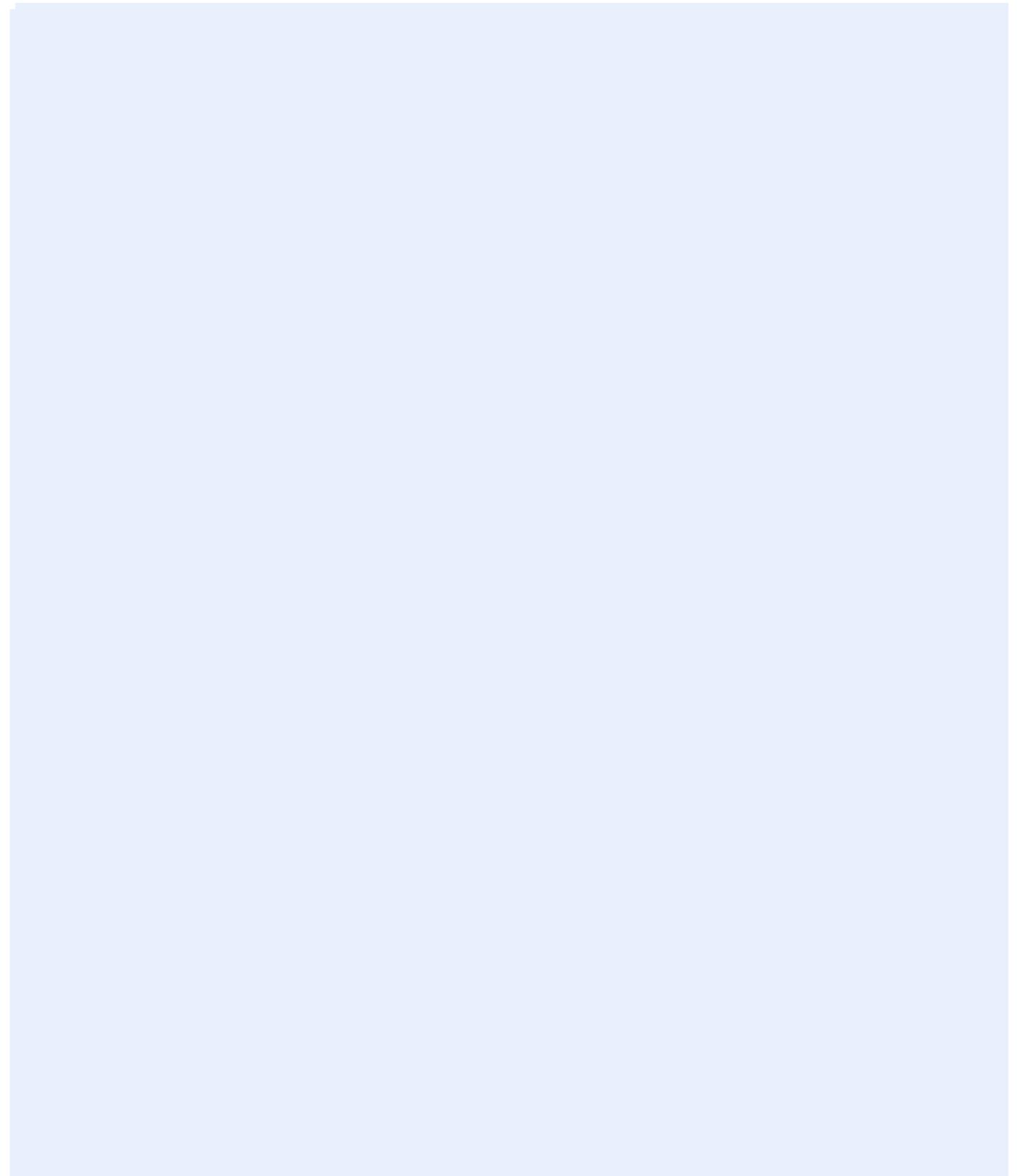
BNG Habitat Monitoring Report

Site Name	
Planning Reference	N/A if an off-site habitat bank
Register Reference	N/A if part of a consented planning proposal
Consent or Licence Reference	N/A if not required for your site. If required, are these permissions up to date?
Site Owner	
Author	
Date of Report	
Monitoring Year	

Consultant:



Client:

Template published by Natural England. We acknowledge the significant input from the HMMPT user-testers and production on Natural England's behalf by FPCR Environment and Design.

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Template User Guide

The biodiversity net gain habitat Monitoring Report Template (MRT) is an appendix of the Habitat Management and Monitoring Plan Template. Use it to report progress to the relevant authority, on the habitat management and monitoring, for on-site or off-site biodiversity net gain delivery.

The MRT has been produced in two parts: this Word document template and a separate Excel template. The Word template allows you to present details to evidence the progress of the monitoring. The Excel template allows you to provide the key quantitative data in a concise format, that can be efficiently collated by the relevant authority to contribute to their own reporting requirements.

To tailor the plan for your site, insert (copy and paste) the relevant standardised forms from the associated Companion Document into your MRT. The Companion Document contains templates for each broad habitat type used in the statutory biodiversity metric, assisting authors in completing the 'Monitoring report tables' with progress towards habitat and condition targets. (See section 3, p.127-193 of the Companion Document).

Once the report is complete, you can delete blue guidance text and write over and delete grey prompt text in this template.

Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details MR-B01

Use this box to provide any details of document ownership by the author such as company address, any relevant copyright information or map licence information.

Version Control MR-T01

Provide version control details within the table. This table should be updated for each Monitoring Report throughout the 30-year management and monitoring period.

Version	Issue Status	Prepared by / Date	Approved by / Date

1. Introduction

Survey Details

Organisation Responsible for Monitoring Surveys MR-T02	
Name or Initials	
Organisation	
Survey date(s)	
Statement of competency	
Provide a statement of competency for the person or organisation responsible for overseeing the completion of relevant surveys. See Statutory Biodiversity Metric User Guide for details of competency requirements.	
Surveys completed	
State which surveys have been completed to inform this monitoring report, referencing relevant guidance as appropriate.	
Survey conditions and limitations	
State the conditions relevant to each survey. Where limitations were encountered, discuss how they have affected the survey results and, if relevant, how these have been overcome.	

Progress Summary

Summary of Progress Made Since Implementation Period MR-B02

Provide a brief overview of habitat creation, enhancement and management measures completed to date, referring back to the Habitat Management and Monitoring Plan. Use the Activity Register in Section 4 of this template to list actions completed.

If any prescriptions have not been completed as planned, state why.

Site Wide Successes and Challenges

Successes MR-B03

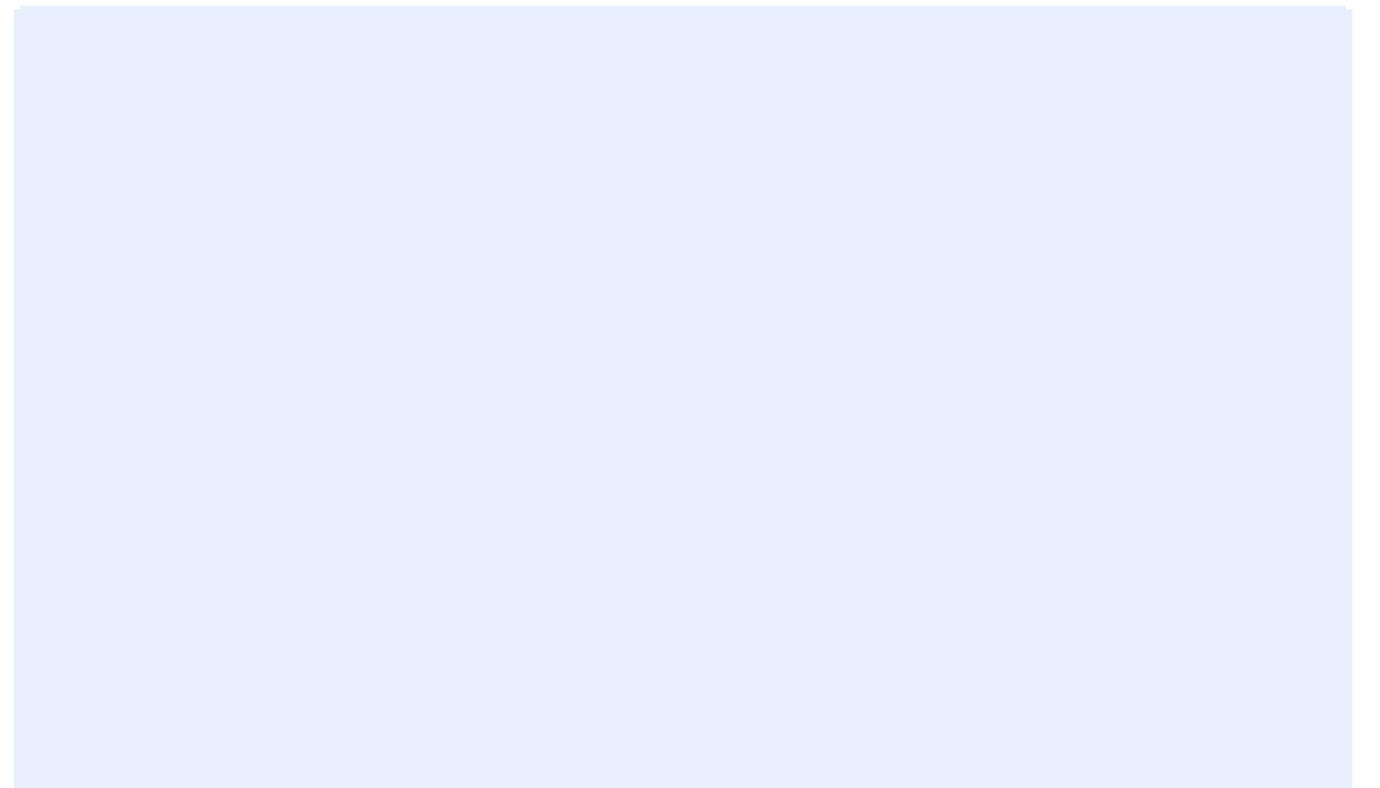
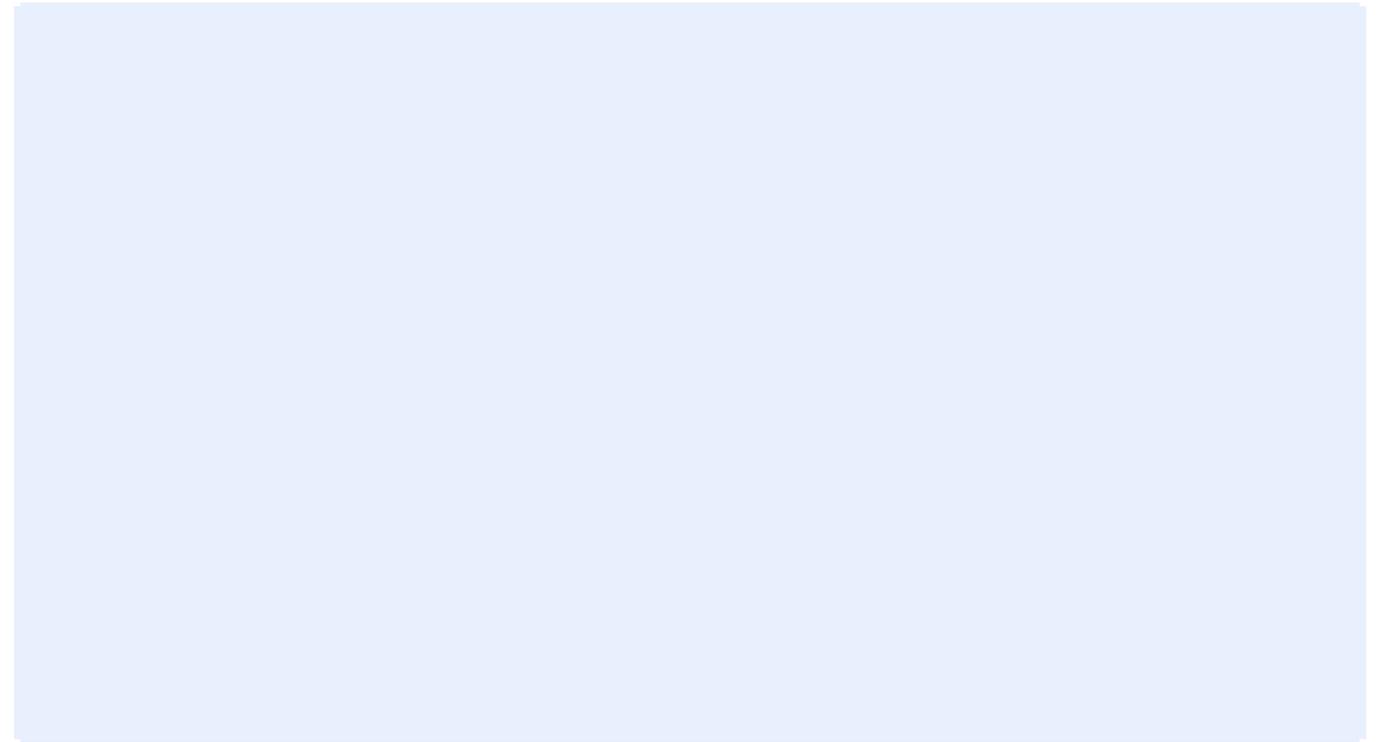
Provide a summary of the elements of the project that are progressing as intended.

Challenges MR-B04

Provide a summary of the elements of the project that are not progressing as intended and why, if known. Highlight if any adaptive management is planned and or has been implemented to overcome challenges.

State here if urgent action is required to remediate the issues, and how this will be implemented.

General Site Photographs MR-F01



2. Progress Towards Habitat Condition Targets

Provide relevant details for all habitat types covered by management plan.

Find the template tables in pages 127-189 of the **Companion Document**. Copy across and complete a table for each habitat type present within each of the following categories, as appropriate to your project.

Habitats

Hedgerows

Watercourses

3. Monitoring Report Conclusions

Provide details of actions required for the next monitoring period to continue successfully.

Key Future Actions MR-B05

Provide a list of key actions and or management prescriptions required to continue progressing towards targets or to adapt management to deliver targets. This box should provide detailed actions for the person responsible for delivering management to follow.

Adaptive Management

Are any Adaptations to the Management Plans Targets and, or, Prescriptions Required? MR-B06

Provide an overview of how any adaptive management practices have been, or are to be, implemented to continue managing the site to deliver the targets.

Provide an overview that is detailed enough for those implementing the work to understand and carry out the on-the-ground management practices.

4. Activity Register

Creation MR-T03

Date	Works Completed	Who Delivered Works	Who is Liable for Delivery	Signed Off by Ecologist	Ecologist Company & Name	Comments

Enhancement MR-T04

Date	Works Completed	Who Delivered Works	Who is Liable for Delivery	Signed Off by Ecologist	Ecologist Company & Name	Comments

Management MR-T05

Date	Works Completed	Who Delivered Works	Who is Liable for Delivery	Signed Off by Ecologist	Ecologist Company & Name	Comments

Monitoring MR-T06

Date	Works Completed	Who Delivered Works	Who is Liable for Delivery	Signed Off by Ecologist	Ecologist Company & Name	Comments