Dated 20 September 2024

WILD CAPITAL 1 PROPCO 2 LIMITED

and

HARRY FERGUSON HOLDINGS LIMITED

CONSERVATION COVENANT AGREEMENT
pursuant to Section 117, 118 and 119 of the Environment Act 2021 and all other enabling powers, relating to biodiversity net gain delivered at land at Morton Grange Farm, Nunthorpe

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THIS DEED is made on 20 September 2024

BETWEEN:

(1) WILD CAPITAL 1 PROPCO 2 LIMITED (Co Regn No 15141309) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ (the "**Landowner**");

(2) HARRY FERGUSON HOLDINGS LIMITED (Co Regn No 01573192) whose registered address is situated at Kings Manor Farm, Copse Lane, Freshwater, Isle of Wight, PO40 9TL (the "**Responsible Body**")

RECITALS

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

B The Landowner is the freehold owner of the Property pursuant to a transfer dated 26 January 2024 made between (1) Norman Woodall and (2) the Landowner, which is currently the subject of a pending application for registration with HM Land Registry, and is currently registered under Title Number CE191248 and wishes to develop and/or enhance habitat on the Property in accordance with the HMMP to be delivered in Parcels.

C The Landowner and the Responsible Body have agreed to enter into this Deed, being a conservation covenant agreement for the purposes of section 117 of the Act, in order to regulate the use of the Property as a biodiversity gain site generating Biodiversity Units capable of allocation to Development to achieve the Biodiversity Gain Objective.

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

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

b. have a conservation purpose in order to conserve the natural environment of land; and

c. are intended by the parties to be for the public good having regard to the environmental and social benefits associated with habitat enhancement and preservation.

E The Responsible Body and the Landowner agree that the proposed management of the Property pursuant to the HMMP equates to the potential delivery of 207.64 Biodiversity Units pursuant to the Biodiversity Metric, to be delivered in Parcels and allocated by Allocation Agreements.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

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

"Act"	means the Environment Act 2021 (as amended).
"Activation Date"	means in respect of any Parcel, the date of service on the Responsible Body of the first Allocation Notice relating to that Parcel subsequent to the prior approval of the Parcel Activation

	Notice by the Responsible Body pursuant to clause 7.1 or 7.2 and "Activated" shall be construed accordingly.
"Allocation"	means the attribution of any Biodiversity Units by the Landowner towards a Development, organisation or other third party to deliver the Biodiversity Gain Objective or otherwise (and "Allocate" and "Allocated" and "Allocations" shall be constructed accordingly).
"Allocation Agreement"	means an agreement for the Allocation of Biodiversity Units made between the Landowner and a Buyer.
"Allocation Notice"	a written notification (from the Landowner to the Responsible Body) of the allocation of Biodiversity Units in such form as is contained within Appendix 5.
"Annual Fee"	means Five Hundred Pounds (£500) per annum Index Linked.
"Approval"	means the written approval by the Landowner or the Responsible Body (if appropriate) which shall not be unreasonably withheld or delayed and "Approved" and "Approve" have consistent meanings and such approval shall be deemed to have been given if: (a) following a period of at least 10 Working Days from the date of receipt of the request for written approval the Landowner or Responsible Body (as the case may be) has failed to either expressly grant or withhold approval or (acting reasonably) request further information (the "Initial Period"); and (b) following the Initial Period, the party requesting the written approval then serves a notice on the other party in writing delivered by a signed for delivery service at the postal address specified in clause 16 (the "Warning Notice"), which specifies the nature of the request, the relevant parties failure to respond and the risk of deemed acceptance, and the Landowner or Responsible Body (as the case may be) still fails to either expressly grant or withhold approval or (acting reasonably) request further information within a period of 10 Working Days from the date of receipt of the Warning Notice.
"Biodiversity Gain Objective"	has the meaning ascribed to it within paragraph 2 of Schedule 7A of the Town and Country Planning Act 1990.
"Biodiversity Gain Site Register"	means the biodiversity gain site register established pursuant to section 100 of the Environment Act 2021.
"Biodiversity Metric"	means the statutory metric calculation attached to this Deed within Appendix 4 or such revised calculation agreed between the Landowner and the Responsible Body.

"Biodiversity Units"	means the units of biodiversity value (as identified in the Biodiversity Metric) to be created on the Property pursuant to this Deed.
"BNG Obligations"	means the obligations contained in paragraph 1 of Schedule 1 of this Deed.
"Buyer"	means a purchaser of Biodiversity Units pursuant to an Allocation Agreement.
"Capacity Report"	means a report which indicates what Biodiversity Units have been the subject of an Allocation and what Biodiversity Units remain to be Allocated within a Parcel.
"Commence"	the carrying out of a "material operation" (as defined in section 56(4) of the Town and Country Planning Act 1990) in connection with a Development (and "**Commencement**" and "**Commenced**" shall be construed accordingly).
"Deed"	this agreement made by deed.
"Defect Notice"	means a notice of breach served on the Landowner by the Responsible Body pursuant to clause 24.
"Defra"	means the Department for Environment Food & Rural Affairs or any successor body to the same functions.
"Development"	the development of land pursuant to a Permission.
"Disposal"	means any Disposition.
"Disposition"	means any freehold transfer or lease in relation to any part or parts of the Property.
"Ecologist"	means FPCR Environment and Design Ltd (Company Number 07128076) whose registered office is situated at Lockington Hall, Lockington, Derby, DE74 2RH or such replacement Ecologist appointed pursuant to paragraph 1.6 of Schedule 1.
"Escrow Account"	means an escrow account (or similar arrangement) to be opened in the joint names of the Landowner and the Responsible Body and thereafter operated by the Escrow Agent pursuant to the terms of the Escrow Agreement.
"Escrow Agent"	means such party as the Landowner and the Responsible Body (both acting reasonably and without delay) agree to appoint as the escrow agent.
"Escrow Agreement"	means an agreement between the Landowner and the Responsible Body in a form Approved by the Responsible Body which shall include (but not be limited to): (a) the transfer of the Retention into the Escrow Account; (b) the Escrow Account will hold funds consistent with the Works Plan with the Sale Proceeds received first being

	allocated to the Escrow Account to cover the total costs for the duration of the relevant Term for that Parcel referenced in the Works Plan; (c) the Responsible Body will be able to withdraw funds from the Escrow Account to cover the cost of any Remedial Works; (d) the Escrow Account must be with a reputable provider agreed between the Responsible Body and the Landowner; and (e) the Landowner may withdraw from the Escrow Account costs incurred in carrying out the BNG Obligations limited to sums specified in the Works Plan or as otherwise may be agreed by the Responsible Body provided always that sufficient funds remain in the Escrow Account to cover the costs stipulated in the Works Plan.
"Establishment Works"	means the preparatory and physical works required for landscaping, planting, and clearing of the Parcel, and all other works and activities reasonably necessary or desirable for the initial enhancement of the habitat and biodiversity in accordance with the HMMP.
"Expert"	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 19.
"Force Majeure Event"	means a circumstance not within the control of the Landowner comprising either an act of God such as a drought, flood or other natural disaster or as a result of the permanent alteration of the climate through climate change, or as a result of the exercise of statutory powers by a third party (such as a utilities provider, government body or other agency) or as a result of vandalism or criminal damage by a known or unknown third party.
"Group Company"	means (a) any company which is a subsidiary of or holding company of the Landowner (or subsidiary of such holding company); and (b) any company corporate body partnership or other association ("Undertaking") where the Landowner (or any one or more directors in the aggregate of the Landowner): (i) holds not less than 50% of the issued shares or comparable capital value of the Undertaking; or (ii) is in possession of not less than 50% of the voting power in relation to that Undertaking; or (iii) is able to control the affairs of the Undertaking by virtue or any other powers.

"HMMP"	the habitat management and monitoring plan for the Property, a copy of which is annexed to this Deed at Appendix 3 (as may be updated or varied by agreement between the Landowner and the Responsible Body in writing from time to time).
"Index"	means the Consumer Prices Index inflation rate or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the parties may agree.
"Index Linked"	means the product (if any) of: A x (B/C) "A" is the amount of the Annual Fee payable under this Deed; "B" is the most recently published figure for the Index prior to the date of the payment; and "C" is the most recently published figure for the Index at the date of this Deed Provided that if the calculation of "B/C" is less than one then the Annual Fee shall not be reduced and Index Linked shall be applied on an upward only basis.
"Landowner's Solicitor"	means Irwin Mitchell LLP, Thomas Eggar House, Friary Lane, Chichester, PO19 1UF (FAO. Sam Knight) or such other solicitors appointed by the Landowner and notified to the Responsible Body.
"Natural England"	means Natural England or such other replacement body responsible for the Biodiversity Gain Site Register.
"Parcel[s]"	each individual parcel of the Property to be confirmed by the Landowner and agreed by the Responsible Body through the Approval of the Parcel Activation Notice pursuant to clauses 7.1 or 7.2 PROVIDED THAT each parcel must: (a) be a sensible shape which could be managed as a single block, which: i. follow lines which track field boundaries (field boundaries being boundaries which are delineated by a fence or hedgerow); and/or ii. where parcel boundaries do not follow field boundaries then the boundaries must be straight and contain no more than one change in direction from one intersection with a field boundary at one side to another; (b) be a continuous parcel of land (in combination with already activated parcels); (c) have rights of access for the Landowner (including access to and through already activated parcels); and

	(d) be no smaller than 6 hectares (in combination with already activated Parcels which are connected)
"Parcel Activation Notice"	a written notification (from the Landowner to the Responsible Body) of its intention to activate a Parcel for the intended allocation of Biodiversity Units in such form as is contained within Appendix 7.
"Plan 1"	the plan annexed hereto within Appendix 1.
"Plan 2"	the plan annexed hereto within Appendix 2.
"Permission"	a full or outline planning permission whether or not subject to conditions to be granted by the relevant local planning authority (and for the avoidance of doubt shall include any modifications of such planning permission and variations of conditions attaching to such planning permission, and any minor or non-material amendments to such planning permission) or any deemed planning permission.
"Professional Team"	means the Ecologist, and landscape contractor and any other entity appointed by the Landowner to carry out any aspect of the works and/or management and maintenance under the HMMP.
"Property"	the land at Morton Grange Farm, Nunthorpe, which was transferred to the Landowner pursuant to a transfer dated 26 January 2024, which is the subject of an application that remains at the date of this Deed pending at HM Land Registry, and is currently registered at HM Land Registry under title number CE191248 and shown for identification purposes only edged with a red line on Plan 1.
"Remedial Works"	means as defined in clause 24.1.
"Report"	means a written report prepared by an Ecologist on the instruction of the Landowner pursuant to paragraph 1.4 of Schedule 1 which shall note the extent of compliance with the HMMP and the Biodiversity Metric and shall include (but not be limited to): (a) an assessment of habitats against the objectives defined in the HMMP; (b) date stamped photos accompanied by detailed site notes on extent of growth and condition using indicators in the HMMP with any other notes of interest; (c) if the habitat as defined in the HMMP is not present provide detailed site notes on factors that are or could hinder the growth or establishment of that habitat: (d) detailed specific recommendations and remedial requirements for management and/or planting actions to promote growth and/or establishment of habitats as defined in the HMMP including timescales for

	undertaking actions and marked site plans to show the actions; (e) photographs from the fixed monitoring points detailed in HMMP using high quality images.
"Responsible Body's Solicitor"	means Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (FAO. David Myers) or such other solicitors appointed by the Responsible Body and notified to the Landowner.
"Retention"	means the sum of £5,000.00 per hectare of a Parcel and a proportion of the same should the Parcel include part of a hectare (so by means of an example in the event that a Parcel is 6.45 hectares then the relevant Retention will be £32,250).
"Retention Account"	means the Landowner's Solicitors Client Account;
"Retention Undertaking Letter"	means the letter, in the agreed form annexed to this Deed at Appendix 8 authorising the Landowner's Solicitor to deal with the Retention in accordance with the provisions of clause 28.
"Retention Notice"	means a notice in the form of the notice annexed to this Deed at Appendix 6;
"Sale"	means the Allocation of Biodiversity Units to a Buyer by the Landowner pursuant to an Allocation Agreement which may or may not be for a specified Development.
"Sale Proceeds"	means the total gross purchase price paid for the Biodiversity Units by the Buyer pursuant to a Sale.
"Statutory Undertakers"	means Natural England, Defra, local planning authorities and any other statutory and/or public body that is responsible for regulating, enforcing and dealing with matters related to biodiversity net gain including but not limited to: (a) the registration of the Property and allocation of Biodiversity Units on the Biodiversity Gain Site Register; (b) the approval of the HMMP; and (c) the determination of any Permission and discharge of planning conditions relating to biodiversity net gain.
"Term"	means the longer of: (a) 32 years from and including the Activation Date for the relevant Parcel; or (b) 30 years from the completion of the Establishment Works for the relevant Parcel.
"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.

"Works Plan"	means a detailed plan for the delivery of the Establishment Works Approved by the Responsible Body from time to time subject to variation as part of the Parcel Activation Notice and updated from time to time in agreement between the Landowner and the Responsible Body.

2 INTERPRETATION

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

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

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

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

2.5 References to any party to this Deed shall, to the full extent permitted by law, include the successors in title to that party and to any person deriving title through or under that party and in the case of the Responsible Body any successor to its statutory functions.

2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.

2.7 The headings are for reference only and shall not affect construction.

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

3 STATUTES

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

3.2 The covenants, restrictions and requirements imposed upon the Landowner under this Deed create conservation covenants pursuant to Sections 117 and 118 of the Act and are enforceable by the Responsible Body against the Landowner, and to the extent permitted by law pursuant to section 122 of the Act, its successors in title in the Property or any part of it from the Landowner.

3.3 The covenants, restrictions and requirements upon the Responsible Body under this Deed are enforceable by the Landowner and successors in title in the Property or any part of it against the Responsible Body pursuant to section 123 of the Act.

4 EFFECT OF THE AGREEMENT

4.1 Subject to clause 4.2, this Deed shall take effect on the day and year first before written.

4.2 The covenants contained in paragraphs 1 and 2 of Schedule 1 to this Deed shall only take effect in respect of any Parcel on the relevant Activation Date.

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

5 THE LANDOWNER'S COVENANTS

5.1 The Landowner hereby covenants with the Responsible Body pursuant to Sections 117, 118 and to the extent permitted by law pursuant to section 122 of the Act with the intention of binding the Property and each and every part of it that the Landowner and its successors in title will observe and perform the covenants contained in this Deed including the Schedules to it (to the extent a covenant is given by the Landowner) subject to the operation of clause 4.2 of this Deed.

6 RESPONSIBLE BODY'S COVENANTS

6.1 The Responsible Body hereby covenants with the Landowner pursuant to Sections 117 and 118 of the Act that it will observe and perform the covenants contained in the Schedules (to the extent a covenant is given by the Responsible Body) to this Deed.

7 ALLOCATION NOTICE

7.1 At least 20 Working Days prior to the completion of any Sale (or such other period agreed between the Landowner and the Responsible Body) the Landowner will issue a Parcel Activation Notice to the Responsible Body Provided that the Responsible Body confirms that the indicative Parcels shown on Plan 2 annexed to this Deed are automatically Approved for the purposes of Parcel Activation Notice(s) if the said Parcels continue to comply with the definition of "Parcel".

7.2 The Responsible Body will (acting reasonably) within 15 Working Days either:

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

7.2.1.1 Whether the Parcel is inconsistent with the HMMP, the Biodiversity Metric, or any other aspect of this Deed;

7.2.1.2 If any information in the Parcel Activation Notice is incorrect or inaccurate;

7.2.1.3 The Landowner is in breach of this Deed; or

7.2.2 Confirm that the Parcel Activation Notice is agreed and sign and date the Parcel Activation Notice.

7.3 Provided that the Parcel Activation Notice has been Approved by the Responsible Body pursuant to clause 7.1 or 7.2.2 then the Landowner may Allocate Biodiversity Units within the relevant Parcel and upon the Allocation of Biodiversity Units the Landowner shall within twenty-five (25) Working Days from the date of Allocation send to the Responsible Body the relevant Allocation Notice and for the avoidance of doubt it shall be the responsibility of the

Landowner to apply to Natural England to correctly Allocate any Biodiversity Units where so required.

7.4 The Landowner shall send to the Responsible Body an updated Capacity Report for a Parcel every 3 months following the first Activation Date (or such other timeframe as agreed in writing between the parties) and for the avoidance of doubt this obligation shall cease and determine once all of the Biodiversity Units within the relevant Parcel have been Allocated and a final Capacity Report confirming the same has been sent to the Responsible Body.

7.5 Parcel Activation Notices may only be served by the Landowner on the Responsible Body up to and including the 30 September 2029 ("**Parcel Activation End Date**") unless otherwise agreed by the Responsible Body at their absolute discretion.

7.6 Following the Approval of a Parcel Activation Notice by the Responsible Body pursuant to clause 7.1 or 7.2.2 and prior to the relevant Activation Date, the Landowner may look to vary the Parcel in which case a replacement Parcel Activation Notice may be served on the Responsible Body, which, if Approved by the Responsible Body pursuant to clause 7.1 or 7.2.2, shall replace the original Parcel.

8 RELEASE AND LAPSE

8.1 It is hereby agreed that the Landowner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its respective interests in that part of the Property upon which such breach is committed.

8.2 Where Biodiversity Units have been allocated to a Permission pursuant to the Allocation Agreement and Allocation Notice and that Permission expires without having been Commenced or is quashed following a successful challenge then, subject to the terms of the Allocation Agreement, the release of the units by the original Buyer, and as prescribed by law, the Landowner shall then be entitled to serve a fresh Allocation Notice on the Responsible Body in accordance with clause 7 in relation to those Biodiversity Unit(s) but for the avoidance of doubt no further fees shall be due to the Responsible Body in respect of the fresh Allocation Notice.

9 LAND CHARGES and LAND REGISTRY

9.1 This Deed is a local land charge and shall be registered as such by the Responsible Body as soon as reasonably practicable from the date hereof.

10 DUTY TO ACT REASONABLY AND IN GOOD FAITH

10.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall (unless otherwise stated) not be unreasonably withheld or delayed.

10.2 The Parties shall at all times conduct matters in utmost good faith to each other in relation to this Deed and shall do all such acts and things as may reasonably be required to comply with the terms and the spirit of this Deed.

11 NO FETTER ON DISCRETION OR WAIVER

11.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Responsible Body under all statutes by-laws statutory instruments orders and regulations in the exercise of their respective functions.

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

12 COVENANT AS TO TITLE

The Landowner hereby covenants with the Responsible Body that no other person has any interest in the Property.

13 SEVERABILITY

It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

14 RESPONSIBLE BODY COSTS

14.1 The Landowner shall pay the Responsible Body the Annual Fee that will first become due and payable on the first Activation Date and then be payable on an annual basis on the anniversary of that date (or nearest Working Day).

15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

15.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties without the consent of any such third party.

16 NOTICES

16.1 Any notice to be given under this Deed shall only be given in writing and shall be signed by the relevant party or its solicitors (unless given by email).

16.2 Any notice or document to be given or delivered under this agreement must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party by email in the following manner:

16.2.1 The Responsible Body: Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL (FAO: Charlie Sheldon)

Or, via email to: environmental@kingsmanorfarm.com

16.2.2 The Landowner: Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ

Or, via email to: legal@wild-capital.co.uk

16.3 Any such notice will be deemed to have been received:

16.3.1 if delivered personally, at the time of delivery provided that, if delivery occurs:

16.3.1.1 before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and

16.3.1.2 if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

16.3.2 in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting; or

16.3.3 in the case of email by 9am on the first Working Day following sending of the email.

16.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter or that the email was addressed correctly as the case may be.

16.5 Where notice is sent via email there should also be a hard copy of the notice sent via post unless otherwise agreed by the Responsible Body and the Landowner.

17 NOTIFICATION OF SUCCESSORS IN TITLE

17.1 Subject to clause 18, the Landowner covenants with the Responsible Body that it will give prompt written notice to the Responsible Body of any change in ownership of the Property such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Property purchased or leased by reference to a plan.

18 RESTRICTION ON DISPOSALS

18.1 The Landowner covenants with the Responsible Body, with the intention of binding the Property and each and every part of it, not to make any Disposal of the whole or any part of the Property without the prior written Approval of the Responsible Body PROVIDED THAT any transfer of the freehold of the Property to a Group Company will be deemed Approved by the Responsible Body if the said Group Company is to have equivalent access to the Escrow Account at the date of the transfer in place of the Landowner.

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

No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 18.1 of a Conservation Covenant dated 20 September 2024 *and made between (1) Wild Capital 1 Propco 2 Limited and (2) Harry Ferguson Holdings Limited have been complied with or do not apply to the disposition.*

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

18.4 The Responsible Body covenants with the Landowner that, as soon as reasonably practicable upon providing its Approval pursuant to clause 18.1, the Responsible Body shall provide a certificate consenting to the registration of that Disposal at HM Land Registry.

19 DISPUTES

19.1 In the event of a dispute senior representatives of the parties to the dispute shall initially meet in person or via the telephone (as requested by the Responsible Body), which shall occur within 10 Working Days of the request by either party and occur at a time convenient to the Responsible Body (acting reasonably).

19.2 Should senior representatives of the parties fail to meet and reach agreement within 20 Working Days of the dispute first being notified to the parties then the dispute may be referred to an Expert to be agreed by the parties within 5 Working Days, or in the absence of agreement, to be appointed, at the request of either of the parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties save in the case of manifest error or fraud.

19.3 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 19.4.

19.4 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.

19.5 Responsibility for the costs of referring a dispute to an Expert under this clause 19, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of either Party in relation to a dispute, will be decided by the Expert.

20 TERMINATION

20.1 If the Landowner fails to commence the Establishment Works on any part of the first Parcel in accordance with this Deed within 24 months of the date of this Deed then the Responsible Body may terminate this Deed by serving notice on the Landowner PROVIDED THAT termination cannot take place if an Activation Date has occurred.

20.2 At the end of the Term for a Parcel the BNG Obligations shall cease to bind the relevant Parcel.

20.3 After the Parcel Activation End Date this Deed shall terminate at the end of the last Term of a Parcel to expire.

21 NOVATION & APPOINTMENT

21.1 The Responsible Body reserves the right to appoint a different responsible body pursuant to section 119 of the Act subject to the appointment being Approved by the Landowner.

21.2 The Landowner may assign the benefit of this Deed with the prior Approval of the Responsible Body and the Responsible Body will promptly enter into a deed of novation in such form as the parties shall agree (acting reasonably).

22 LIABILITY

22.1 The Responsible Body's liability under this Deed is limited to £50,000 Index Linked (with the exception of liability that cannot be excluded by law).

23 VARIATION

23.1 If the Responsible Body determines (acting reasonably) that any obligation in this Deed is:

23.1.1 No longer in accordance with the requirements imposed on responsible bodies pursuant to the Act or any other legislation; or

23.1.2 No longer suitable or in line with the requirements of section 117(1)(a) of the Act; or

23.1.3 No longer suitable for achieving the Biodiversity Gain Objective,

and this determination is Approved by the Landowner then this Deed can be suitably varied and the Parties shall (if necessary) enter into a form of deed of variation (in such form Approved between the parties acting reasonably) PROVIDED THAT any such variation cannot increase the Annual Fee unless otherwise agreed by the Landowner or unless caused by any negligent act or omission or breach of this Deed by the Landowner and PROVIDED FURTHER THAT if this variation is necessitated by any negligent act or omission or breach of this Deed by either party then the defaulting party will be responsible for all reasonable and proper fees, costs and expenses (including for the avoidance of doubt legal and professional costs) of the non-defaulting party in varying this Deed.

24 STEP IN RIGHTS

24.1 In the event of a breach by the Landowner of the obligations contained in the HMMP, the Responsible Body may serve on the Landowner a Defect Notice specifying the nature of the breach, the actions required to remedy the breach (the "**Remedial Works**") and a reasonable timescale for compliance.

24.2 Where the Remedial Works are of a seasonal nature, the programme of works and the timescale shall commence from the first day of the appropriate season.

24.3 If the Landowner fails to complete the Remedial Works in accordance with the Defect Notice then the Responsible Body may, after providing the Landowner with 5 Working Days' written notice:

24.3.1 be entitled to enter upon such parts of the Property as is reasonably necessary in order to complete the Remedial Works;

24.3.2 carry out any other matter needed to remedy the breach;

24.3.3 appoint such consultants and professional advisers as the Responsible Body deems necessary in their absolute discretion.

24.4 Any such right of access by the Responsible Body shall extend to the Responsible Body's employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.

24.5 Any such entry by the Responsible Body shall be at the Responsible Body's own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.

24.6 No party shall be liable for breaching a requirement of the HMMP as a direct result of irrecoverable habitat failure caused by a Force Majeure Event.

25 ACCESS

25.1 Upon the Responsible Body giving at least 5 Working Days notice to the Landowner or without notice in the case of an emergency, the Responsible Body may access the Property to carry out any site investigations, inspection, monitoring, test or surveys in order to monitor the Landowner's compliance with the provisions of this Deed.

25.2 The route of access to the Property shall be via the shared accessway shown coloured blue on Plan 1 (or such other reasonable access agreed between the parties) and the Landowner will pay all fair and reasonable maintenance costs for the accessway to ensure that there is no impediment to access for the Responsible Body nor any adverse impact on compliance with the HMMP or the terms of this Deed.

25.3 Any such right of access by the Responsible Body shall extend to the Responsible Body's employees, contractors and authorised personnel and all necessary vehicles, equipment and machinery.

25.4 Any such entry by the Responsible Body shall be at the Responsible Body's own risk, subject to the Responsible Body maintaining all necessary insurances, causing as little damage, disturbance and inconvenience as reasonably possible and making good any damage caused.

26 JURISDICTION

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

26.2 If any provision of this Deed (or part of any provision) is found to be illegal, invalid or unenforceable by any court or other authority of competent jurisdiction, that provision or part provision will, to the extent required, be deemed not to form part of this Deed and the validity and enforceability of the other provisions of this Deed will not be affected.

27 DELIVERY

27.1 This Deed is for the purposes of the Regulatory Reform (Execution of Deeds and Documents) Order 2005 a deed and for the avoidance of doubt the Deed shall be deemed not delivered despite being executed by the parties until such time as it is dated.

28 RETENTION

The provisions of this clause 28 shall apply for the period in which the Escrow Account is yet to be established pursuant to clause 29:

28.1 Upon the Approval of a Parcel Activation Notice by the Responsible Body pursuant to clause 7.1 or 7.2.2:

28.1.1 the amount of the Retention will be agreed between the parties for the relevant Parcel (the "**Retention Amount**"); and

28.1.2 the Landowner will instruct the Landowner's Solicitor to act on their behalf in any Allocation on that Parcel until the Retention Amount has been reached from the Sale receipts of the Allocations.

28.2 On the Activation Date of each Parcel:

28.2.1 the Landowner will procure that the Landowner's Solicitors issue the Retention Undertaking Letter signed by a partner in the Landowner's Solicitors to the Responsible Body and the Responsible Body's Solicitors and thereafter all monies held in the Retention Account are to be held by the Landowner's Solicitors as stakeholder in accordance with the terms of the Retention Undertaking Letter; and

28.2.2 the Landowner's Solicitor will hold the receipts from the first Allocation up to the Retention Amount to be held and transferred in accordance with the Retention Undertaking Letter.

28.3 In the event that the receipts from the first Allocation do not equate to the Retention Amount then the receipts from any further Allocation within that Parcel shall be held and transferred by the Landowner's Solicitor in accordance with the Retention Undertaking Letter up to the Retention Amount.

28.4 All parties irrevocably instruct the Landowner's Solicitors to deal with the Retention in accordance with the provisions of the Retention Undertaking Letter.

28.5 The Responsible Body shall be entitled to recover from the Retention the reasonable and proper cost of any contractors, consultants and professional advisers in carrying out any Remedial Works and the Landowner and Responsible Body shall sign the Retention Notice in respect of each and every claim made on the Retention by the Responsible Body and serve the same on the Landowner's Solicitors without delay.

28.6 The Landowner and the Responsible Body shall act reasonably, promptly and without delay in dealing with the Retention.

28.7 In the event that the Landowner's Solicitors are unable to hold the Retention in the Retention Account and, pursuant to the Retention Undertaking Letter, the Retention is paid to the Responsible Body then the Responsible Body will hold the Retention until the earlier of:

28.7.1 the establishment of the Escrow Account, upon which the Responsible Body will pay the Retention into the Escrow Account; or

28.7.2 the completion of the Establishment Works for the relevant Parcel, upon which the Responsible Body will pay the Retention to the Landowner,

subject to the right for the Responsible Body to recover from the Retention the reasonable and proper cost of any contractors, consultants and professional advisers in carrying out any Remedial Works.

29 ESCROW ACCOUNT

29.1 The Landowner will use all reasonable endeavours to establish the Escrow Account as soon as reasonably possible after the date of this Deed and in the event that the Landowner's Solicitors are unable to hold the Retention in the Retention Account and, pursuant to the Retention Undertaking Letter, the Retention is paid to the Landowner or the Landowner is paid the Retention pursuant to clause 28.7.2 then the Escrow Account must be established within 30 Working Days of the Retention being paid to the Landowner.

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

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

29.4 The Landowner shall prepare the Escrow Agreement for the Approval of the Responsible Body with all reasonable legal costs of the Responsible Body being paid by the Landowner.

30 COUNTERPARTS

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

SCHEDULE 1

THE LANDOWNER'S OBLIGATIONS

The Landowner covenants with the Responsible Body as follows:

1. **BIODIVERSITY AND HABITAT WORKS**

1.1 The Landowner will within 12 months from the Activation Date carry out and complete the Establishment Works set out within the HMMP for the relevant Parcel.

1.2 Following completion of the Establishment Works, the Landowner will comply with the management, maintenance and monitoring obligations of the HMMP for that Parcel for the Term and will meet the qualitive targets set out in the HMMP.

1.3 The Landowner will carry out the Establishment Works and all management, maintenance and monitoring obligations required pursuant to the HMMP in accordance with the codes, practices and standards set by Natural England and Defra and any other relevant Statutory Undertaker as imposed from time to time.

1.4 In respect of each Parcel:

1.4.1 Annually for the first five years from the Activation Date; and

1.4.2 Thereafter every subsequent fifth anniversary of the Activation Date for the duration of the Term

to engage an Ecologist (solely at the cost of the Landowner) to undertake monitoring of compliance with the HMMP on the Parcel by way of a physical site visit and, within 20 Working Days of the site visit, submit to the Responsible Body and the Landowner a Report addressed to and for the benefit of both the Responsible Body and the Landowner based on such site visit.

1.5 The Landowner shall forthwith comply with any remedial requirements and recommendations specified in the Report in accordance with the timetable set out in the Report.

1.6 In the event that the Landowner proposes to utilise a different Ecologist then any such Ecologist shall have to be registered with CIEEM and meet the competency framework conditions specified in the below table in relation to (and using the definitions specified in the below table):

1.6.1 Ecologists carrying out a walkover survey, the Ecologist should be Basic or better;
1.6.2 Ecologists carrying out a full UKHab survey should be Capable or better;
1.6.3 Ecologists completing the Reports should be Capable or better;

Ecologist Competency	Basic	Capable	Accomplished	Authoritative
Surveyor	Is able to conduct habitat surveys and condition assessments with correct identification of many common habitats under supervision. Is aware of relevant survey guidance associated with the UKHab and appropriate survey equipment. May have some, basic awareness of more detailed survey standards (e.g. NVC). Is able to identify some common indicator species of flowering plant (FISC[1] Level 2/3).	Is able to conduct surveys and condition assessments with accurate identification of all common habitats. May struggle to differentiate less common habitats (e.g. g3a Lowland meadow) from similar habitats (e.g. g3c Other neutral grassland) without guidance. Is aware of relevant survey guidance associated with the UKHab and is able to demonstrate wider knowledge of more detailed survey standards (e.g. NVC). Is able to identify a wide range of species, some vegetatively, including some grasses, sedges and rushes (FISC Level 4).	Is able to proficiently conduct a range of standard and complex habitat surveys and condition assessments, accurately characterising habitat condition for both common and rarer habitats. Is able to apply habitat assessment metrics accurately in complex scenarios. Is able to design bespoke methods for the implementation of UKHab survey with detailed understanding and working knowledge of more in-depth survey standards (e.g. NVC). Is able to identify most common species in flower or vegetatively, including many species of grasses, rushes and sedges and some non-vascular species (FISC Level 4/5).	Is a specialist on habitat survey and assessment using national and international classifications. Leads on the development of new habitat assessment tools and techniques. Is able to design bespoke methods for the implementation of UKHab and other survey with detailed understanding and working knowledge of more in-depth survey standards (e.g. NVC). Is able to demonstrate very good or excellent identification skills for vascular plants, including very good working knowledge of British grass, rush and sedge identification (FISC 5 or above).
Reporting	Able to advise on simple small-scale habitat/species management or habitat creation projects under supervision from others.	Advises on medium and large-scale simple, or small scale complex, habitat/ species management projects or habitat creation techniques, including those designed to adapt to/ mitigate climate change effects.	Provides specialist technical advice on a wide range of habitat/species management and/or habitat creation and/or climate change adaptation techniques.	Specialist senior adviser on habitat/species management and/or habitat creation and/or climate change adaptation at a national or international level.

2. **MONITORING AGREEMENT**

2.1 The Landowner will comply with all obligations under any monitoring agreement entered into at the request of the Responsible Body that provides additional support to the Responsible Body in fulfilling their obligations under this Deed that is in a form agreed between the parties acting reasonably.

3. **INSURANCE**

3.1 The Landowner shall maintain public liability insurance in relation to the Property with a limit of indemnity of at least £2,000,000 for any one claim for the duration of the Term.

3.2 The Landowner shall provide evidence of up to date policies to the Responsible Body when requested but not more frequently than on an annual basis.

4. **RESTRICTIONS**

4.1 From the Date of this Deed not to cause or permit any Parcel to be subject to any other commitments or obligations in favour of any other local planning authority, responsible body, or any person or legal entity in respect of the Biodiversity Units detailed in the associated Parcel Activation Notice approved pursuant to clause 7.1 or 7.2.2 where such commitments would have the effect of duplicating, restricting or negating the obligations contained in this Deed without the Approval of the Responsible Body.

4.2 Prior to the commencement of the Establishment Works within a Parcel the Landowner shall not do anything on that Parcel that shall cause the carrying out of the Establishment Works and any subsequent compliance with the HMMP to be restricted, prejudiced or made more expensive.

4.3 The Landowner shall not erect any buildings, structures or other development on the Property where such works would prejudice compliance with the HMMP.

4.4 The Landowner shall be responsible for managing public access to the Property in accordance with the HMMP and shall use all reasonable endeavours to:

4.4.1 limit access by the public to the designated registered public rights of way that cross the Property; and

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

PROVIDED THAT this paragraph shall not prevent the private use of the Property by the Landowner or those authorised by the Landowner for uses that do not in any way prejudice compliance with the HMMP including (but not limited to) use for educational, reporting or scientific purposes.

5. **HMMP**

5.1 The Landowner will be responsible for full compliance with the HMMP.

5.2 In the event that the Landowner wishes to vary the terms of the HMMP then this must first be notified to the Responsible Body with all supporting evidence provided (including for the avoidance of doubt any change to the Biodiversity Metric and Works Plan) in order to obtain the prior Approval of the Responsible Body to the variation.

5.3 The Landowner will promptly provide any further reasonable information required by the Responsible Body in determining whether the variation to the HMMP is reasonably required.

5.4 The Landowner will have full regard to any reasonable representations made by the Responsible Body regarding any variation to the HMMP.

5.5 The Responsible Body reserves the right (at the reasonable and proper cost of the Landowner) to appoint an ecologist to report on any proposed change to the Biodiversity Metric pursuant to paragraph 5.2 of this Schedule.

6. COMMUNICATION

6.1 The Landowner will, upon receipt of a written request by the Responsible Body:

6.1.1 attend a meeting with the Responsible Body and its agents to discuss compliance with this Deed and any such meeting shall be held as soon as reasonably practicable for all parties in person at a suitable venue or via a suitable electronic format and in any event the parties shall meet annually for the first 5 years after the Activation Date (or such other period agreed between the parties acting reasonably);

6.1.2 Require that any member of the Professional Team attends a meeting referenced above in paragraph 6.1.1;

6.1.3 Provide a verbal and/or written update on compliance with the HMMP; and

6.1.4 Provide, on an open book basis, any further information reasonably and properly requested by the Responsible Body surrounding compliance with the HMMP.

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

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

6.4 The Landowner shall maintain an up-to-date Works Plan for carrying out the Establishment Works and the on-going management and maintenance works pursuant to the HMMP for each Parcel. This shall be made available annually to the Responsible Body on request.

6.5 Any material deviation from the costs stipulated in the Works Plan shall be promptly notified by the Landowner to the Responsible Body.

6.6 The Landowner shall cooperate with the Responsible Body if there is an investigation by Natural England or any other Statutory Undertaker as to whether this Deed has been breached.

7. USE OF THE PROPERTY

7.1 Prior to the Activation Date of a Parcel the parties hereby agree that the relevant parts of the Parcel can be used for the purposes as specified in the HMMP or any such other use as does not conflict with the HMMP.

SCHEDULE 2

THE RESPONSIBLE BODY'S OBLIGATIONS

The Responsible Body covenants with the Landowner as follows:

1. The Responsible Body shall monitor compliance by the Landowner of their obligations under this Deed, which will be more particularly achieved pursuant to the review of and reliance upon the Reports prepared by the Ecologist PROVIDED THAT the Responsible Body reserves the right at all times to undertake their own monitoring exercise of the performance of the Landowner.

2. The Responsible Body will comply with its statutory duty pursuant to section 136 of the Act to make an annual return to Defra and the Landowner will promptly provide all such information reasonably required by the Responsible Body to fulfil this obligation.

3. The Responsible Body shall notify the Landowner as soon as reasonably practicable of any communication from Defra regarding the Responsible Body's status as an approved responsible body under the Act.

4. The Responsible Body shall Approve any reasonable amendments or variations of the HMMP where requested to do so by the Landowner.

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

EXECUTED AS A DEED by)
WILD CAPITAL 1 PROPCO 2 LIMITED)
Acting by two directors) Benjamin Perry

Toby Peters

EXECUTED AS A DEED by)
HARRY FERGUSON HOLDINGS LIMITED)
Acting by one director in the presence of:) Charles John Ralph Sheldon

Witness Name: Freddie Parton

Witness Signature:

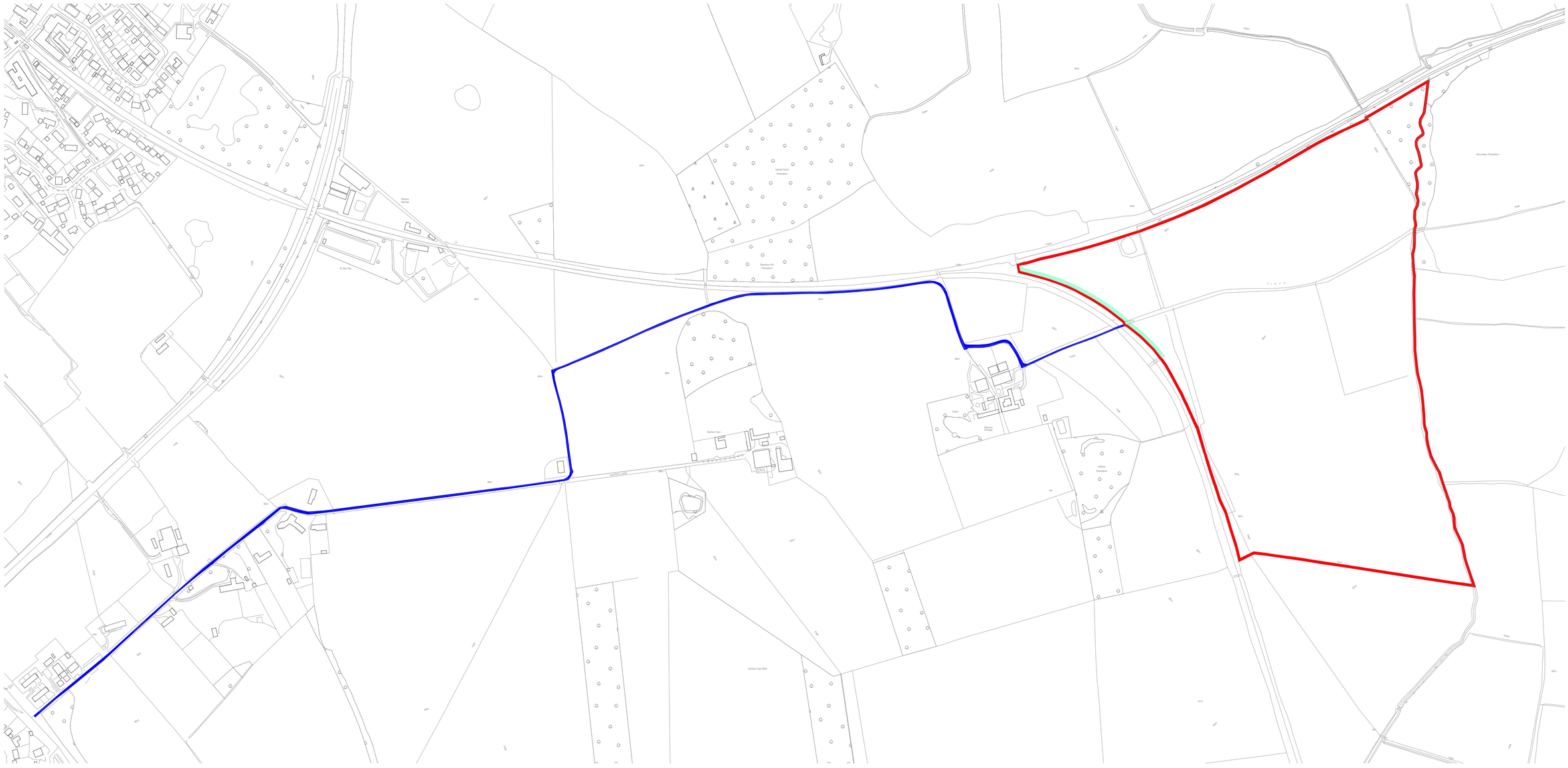
Witness Adress:

5 Lillieshall Road, SW4 0LN

Witness Occupation: Civil servant

APPENDIX 1

PLAN 1



LOCATION PLAN
Scale (A1): 1:3500

0 100 200 400 600m

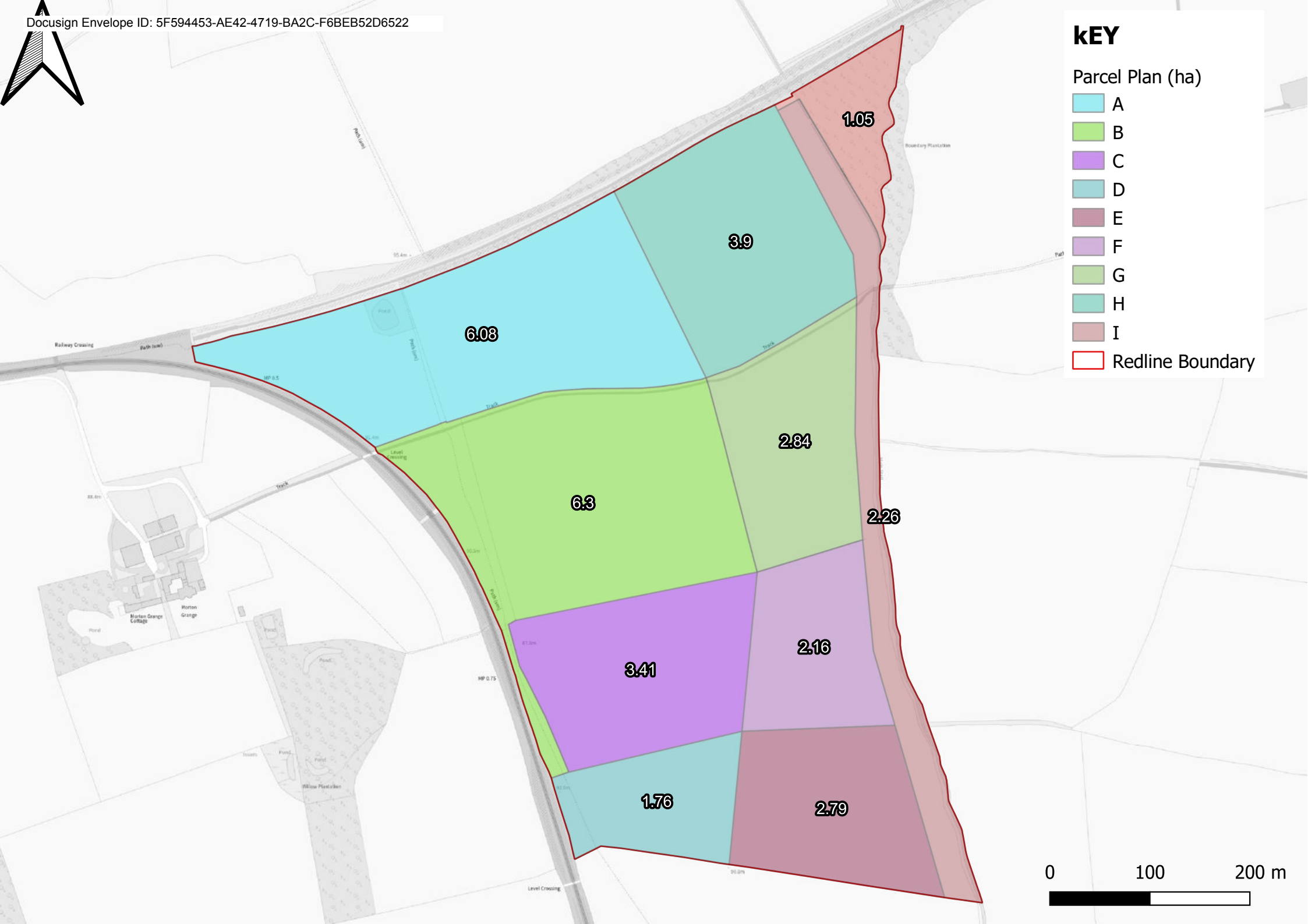
Scale @ A1: 1:3500

Land at Morton Grange Farm, Church Lane,
Nunthorpe, Middlesborough, TS7 0PE

Drawing: Location plan
Scale: 1:3500
Ref: Plan 1

APPENDIX 2

PLAN 2



APPENDIX 3

HABITAT MANAGEMENT AND MONITORING PLAN

NATURAL ENGLAND

Department for Environment Food & Rural Affairs

Habitat Management and Monitoring Plan

Site Name:	Wild Tees
Date:	09/09/2024
Version:	1.0

Author:

fpcr

Client:

WILD CAPITAL

Template Document User Guide

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.

Contents | Project Background | Planned Management Activities | Monitoring Schedule

Contents

Version Control

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

Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	Draft	DHS / 28.08.24	APD / 06.09.24
1.0	Issue	DHS / 09.09.24	APD / 09.09.24

Document Details

Provide ownership, copyright and licensing information within this table.

Authorship Details
Contains OS data © Crown copyright and database right 2023 and Map data by ©2023 Google

1. Project Background

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

Site Overview PB-B01	
Project type	Habitat Bank and Nutrient Bank
Development Name and Address	
BNG Project Name and Address	Wild Tees, Nunthorpe
Author Organisation	FPCR Environment & Design Ltd
Landowner	Wild Capital
Land Manager	Wild Capital
Responsible person/organisation for creating or enhancing the habitat	Wild Capital
Period covered by this management plan	Establishment works +30 years for BNG and perpetuity for nutrients
Planning authority	Redcar and Cleveland Borough Council
Planning reference (if applicable)	N/A
BNG register reference (if applicable)	N/A
Central OS grid reference	NZ 56044 14522
Metric revision/title	12310 Wild Tees - Statutory Biodiversity Metric Calculation Tool - Macros disabled REV A
Are any Irreplaceable Habitats present onsite	Yes: ☐ No: ☒

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

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

- Enhancement of existing pasture grasslands to create areas of native species-rich neutral grassland.
- The enhancement of existing woodlands to improve tree health, deadwood cover and cover of native species.
- Enhancement of existing hedgerow habitats across the site to improve native woody species diversity, reduce gappiness and introduce standards.
- Enhancement of linear water features within the Site including a ditch, the riparian zone of the Main Stell along the eastern boundary of the site and its Tributary.
- Creation of new scrub habitats over existing cropland fields, including large areas of mixed scrub managed to include glades, rides and clearings.
- Creation of traditional orchard with associated grassland across over existing cropland fields though planting of a range of native tree species producing a range of nuts and fruits.

Timescales for Actions PB-B03

The proposals will commence on the notification to the LPA/RB of the first establishment works of the first “Parcel”. The Parcel is defined as being a notification to the LPA/RB that a habitat phase will be completed in accordance with the parameters stated in the legal agreement.. Each phase will be carried out in accordance with the prescriptions identified in this HMMP.

Monitoring Requirements PB-B04

Monitoring will initially commence annually immediately following habitat establishment, before moving to monitoring every five. The key aim of monitoring will be to track the success of targets for habitat creation/enhancement and to trigger remedial measures where necessary.

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

Required Consents and Licences PB-B05

A felling licence from the Forestry Commission is likely to be required to facilitate the tree management and felling works associated with the management of the woodland. Afforestation consent from the Forestry Commission may also be required to facilitate scrub, traditional orchard and tree planting.

Consents may also be required from the Environment Agency to alter the riparian zone of Main Stell.

Funding PB-B06

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

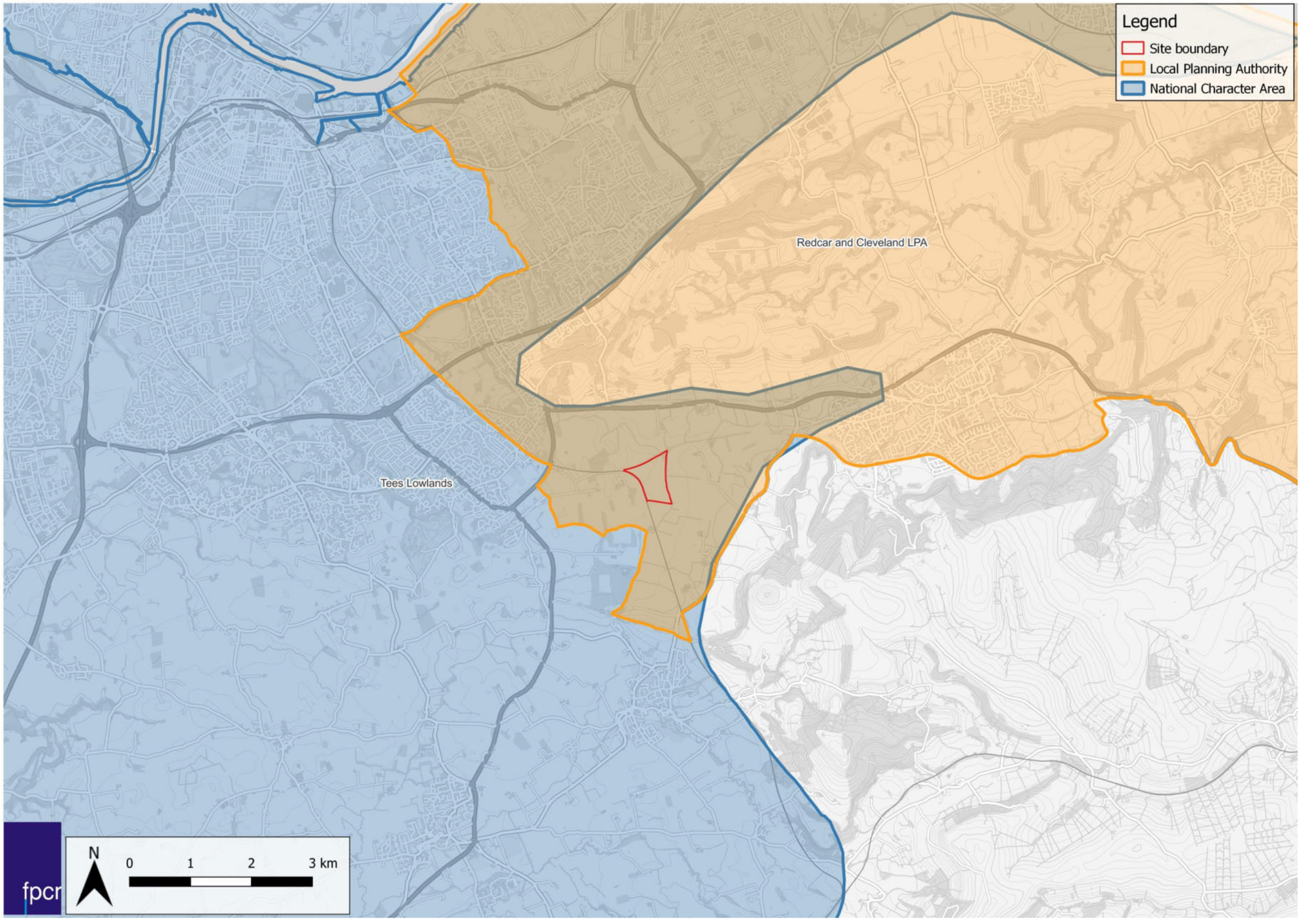
Legal Agreement PB-B07

To be secured under s106 agreement or conservation covenant.

Site Boundary Plan PB-F01

Site Context Plan PB-F02

This plan should show the location of the site, including the LPA, boundary, national character area, and any relevant landscape scale policy or guidance information.



Roles and Responsibilities

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

Ecologist or Other Professional Responsible for HMMP PB-B09				
Name or Initials		An agent on behalf of Wild Capital		
Organisation		Wild Capital		
Responsibility	Start Date:	Commencement of the first establishment works	End Date:	30 years following the completion of the last establishment works
FPCR are responsible for overseeing the preparation of this HMMP and for providing ecological advice on the delivery of the habitat establishment and management prescriptions provided. They will also be responsible for ensuring the landowner/management organisation is aware of protected and/or notable species constraints potentially present on Site.				
Statement of Competency				
As one of the leading consultancies in the advancement and delivery of BNG, FPCR has worked with a broad range of landowners, Local Authorities, and government bodies to establish banks of biodiversity units. The experienced team at FPCR has a proven record and competency in delivering Habitat Banking schemes. The surveys have been conducted by an FPCR surveyor possessing a FISC Level 4 certificate, who specialises in botany, habitat surveying and Biodiversity Net Gain. Quality Assurance was undertaken by Ian Hunter MCIEEM. Ian is an Associate Ecologist with fourteen years' experience working in the environmental sector, specialising in all aspects of botany, habitat surveys and Biodiversity Net Gain. He is one of the key members who established the regional office for the practice in York, from where he currently leads on botany, habitat surveying and Biodiversity Net Gain. A specialist in all aspect of Biodiversity Net Gain delivery from preliminary site surveys to the production of bespoke habitat management and monitoring plans. He has an emphasis on feasibility assessments for the establishment of strategic habitat banks, where he is able to utilise his expertise in habitat surveying and management.				
Landowner or Land Manager PB-B10				
Name or Initials				
Organisation		Wild Capital		
Responsibility	Start Date:	Commencement of the first establishment works	End Date:	30 years following the completion of the last establishment works
Wild Capital will be responsible for the delivery of the habitat creation, enhancement and management prescriptions detailed within this report. They will also be responsible for ensuring that ongoing monitoring is undertaken and that monitoring reports are provided to LPA/RB on the dates specified within the document.				
Statement of Competency				
Wild capital is a leading developer of both Biodiversity Net Gain (BNG) and Nutrient Neutrality (NN) credits, combining financing with ecological delivery to enhance regeneration of UK biodiversity, at scale. They have expertise in environmental restoration, large-scale development, planning and finance. The team provide the complete range of biodiversity net gain services, in order to make the process simple, reduce risk, cost and secure the requirement for long term management in order to generate effective biodiversity habitat creation and enhancement across the UK. Important to this is their expertise in establishing habitat across the UK, to provide a range of habitat units across the UK.				
Management Organisation(s) Responsible for Implementing the HMMP PB-B11				
Name or Initials		N/A		
Organisation		Wild Capital		
Responsibility	Start Date:	Commencement of the first establishment works	End Date:	30 years following the completion of the last establishment works
Responsible for implementing the management onsite in accordance with the measures set out in this management plan. This will include undertaking management measures such as traditional grassland, hedgerow, scrub and arboricultural practices.				
Statement of Competency				
Responsible management team will require appropriate certification, licenses and equipment to undertake the management required.				

Land Use Summary

Overview of Baseline Site Use PB-B13

The Site is located to the east of Nunthorpe. It is under private ownership, with public assess through the Site. The majority of onsite habitats are comprised of cereal crops, with pasture grassland along the western Site edge, two pockets of woodland of which the eastern area is part of the Boundary Plantation. Main Stell is a waterbody that passes through Boundary Plantation and along the eastern Site boundary flowing southwards, with an adjoining tributary onsite also. A network of hedgerows and lines of trees pass through the Site, and two ditches. A number of individual trees are also present throughout the Site, and there are pockets of unmanaged grassland and scrub bordering Main Stell.

Overview of Proposed Site Use PB-B14

This HMMP has been informed by a Biodiversity Net Gain Feasibility Assessment which highlighted the potential for the creation of new habitats and enhancements to the Site, due to the majority of low baseline habitats onsite. It is additionally of medium strategic significance for the Site's proximity to a Local Nature Reserve that borders the northern boundary.

The proposed enhancements and habitat creation within the Site will assist in supporting landscape-scale nature recovery. The arable cropland is proposed to be lost and the areas used to create mixed scrub mosaic and areas of traditional orchard. The pasture grassland is to be enhanced to other neutral grassland meadows, while the woodlands are also to be enhanced to improve condition. Additional enhancements to Main Stell, the tributary of Main Stell and the ditch onsite will further improve the natural function of the waterbodies and the ecological value of the Site. All hedgerows onsite are also to be enhanced.

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

Site Context Photos PB-F03

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

☐ Reference: Click or tap here to enter text.

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

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

2. Baseline and Environmental Information

Biological Records

Designated Sites (BI-T01)

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

Site Name	Designation	Distance from Project Site	Potential Impact from Project
Guisborough Branch Walkway LNR	This LNR comprises a disused railway embankment that pass along the northern boundary of the site all the way east to Pinchinthorpe and the edge of Guisborough. It is important for species including willow tit.	0m – directly borders the northern boundary	Positive
Langbaurgh Ridge SSSI	This SSSI is designated for it's geological rather than ecological interest.	1.8km south	Negligible - the site is distant from the proposed Site and therefore a negligible impact is anticipated.
Roseberry Topping SSSI	This SSSI is designated for it's geological rather than ecological interest.	1.9km south	Negligible
North York Moors SAC & SPA	This SAC is designated for its wet and dry heaths, dominated by *Calluna*. As well as its notable heathland it also comprises blanket bog, with areas of grassland, woodland and waterbodies. It is also designated an SPA for supporting 1% or more of the GB population of merlin *Falco columbarius* and golden plover *Pluvialis apricaria.*	2.7km east	Negligible
Teesmouth & Cleaveland Coast SPA Ramsar	This SPA is designated for supporting over 1% of GBs population of the following Annex 1 species: pied avocet *Recurvirostra avosetta,* sandwich tern *Thalasseus sandvicensis,* common tern *Sterna hirundo,* little tern *Sternula albifrons* and ruff *Caldris pugnax.* It also supports more than 1% of migratory red knot *Calidris canutus.* The estuarine complex of habitats is also designated a Ramsar for its internationally important numbers of red knot, common redshank *Tringa totanus totanus* as well as its large numbers of overwintering and passage wildfowl. In addition, it supports seven Red Data Book invertebrate species.	7.5km north	Negligible

Summary of Designated Sites (BI-B01)

The Site is not subject to any statutory designated sites of importance for nature conservation, such as Special Protection Areas (SPA), Special Areas of Conservation (SAC), Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR) or Local Nature Reserves (LNR). There are also no Local Wildlife Sites (LWS) within 1km of the Site boundary.

Constraints and Opportunities for Project (BI-B02)

The proposals provide an opportunity to increase the scale and connectivity of habitats associated with Guisborough Branch Walkway.

There are no constraints to the proposals as they are likely to have a positive impact on the bordering Guisborough Branch Walkway, by increasing the cover and connectivity of habitats between the site and the nature reserve.

The only potential constraint is for passage and wintering birds that may use the arable fields onsite, however no records of qualifying species were returned by the desk study within the redline boundary, and none were noted onsite during the surveys.

Protected and Notable Species (BI-T02)

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

Species	Most recent Dates	Conservation Status	Distance of Closest Record	Potential Impact from Project
Bats				
Noctule *Nyctalus noctula*	2009	SPI, Regs, WCA, Sch5, LBAP	1.2km south-west	Positive
Pipistrelle species *Pipistrellus*	2011	Regs, WCA, LBAP	866m south-west	Positive
Common pipistrelle *Pipistrellus pipistrellus*	2017	SPI, Regs, WCA, Sch5	1.1km south /	Positive
Soprano pipistrelle *Plecotus auritus*	2011	SPI, Regs, WCA, Sch5, LBAP	1.3km south-west	Positive
Brown long-eared bat	2017	SPI, Regs, WCA, Sch5, LBAP	1.4km east	Positive
Mammals (non-bat)				
Water vole *Arvicola amphibius*	2008	SPI, LBAP, Sch 5	1.2km west	Positive
Hedgehog *Erinaceus europaeus*	2022	SPI	1.1km south-west	Positive
Brown hare *Lepus europaus*	2017	SPI, LBAP	30m west	Negligible
Otter *Lutra lutra*	2017	SPI, Regs	542m south	Positive
Amphibians				
Common toad *Bufo bufo*	2010	SPI, Sch5	375m west	Positive
Palmate newt *Lissotriton helveticus*	2008	Sch5	1.2km west	Positive
Smooth newt *Lissotriton vulgaris*	2021	Sch5	1km south-west	Positive
Common frog *Rana temporaria*	2021	Sch5	734m east	Positive
Great crested newt *Triturus cristatus*	2021	SPI, Sch5, LBAP, Regs	295m west	Positive
Birds				
Sparrowhawk *Accipter nisus*	2004	Amber, Sch 1		Positive
Skylark *Alauda arvensis*	2007	Red, SPI		Negligible
Shoveler *Anas clypeata*	2004	Amber, Sch 1		Negligible
Teal *Anas crecca*	2004	Amber		Negligible
Mallard *Anas platyrhynchos*	2007	Amber	Onsite	Negligible
Greylag goose *Anser anser*	2007	Amber, Sch 1		Negligible
Meadow pipit *Anthus pratensis*	2006	Amber	Onsite	Positive
Swift *Apus apus*	2007	Red, LBAP		Positive
Greenfinch *Carduelis chloris*	2006	Red		Positive
Stock dove *Columba palumbus*	2004	Amber		Positive
Woodpigeon *Columba palumbus*	2007	Amber		Positive
Rook *Corvus frugilegus*	2007	Amber		Positive
Quail *Cortunix cortunix*	2005	Amber, Sch1		Positive

Cuckoo *Cuculus canorus*	2005	Red, SPI		Positive
House martin *Delichon urbicum*	2007	Red		
Corn bunting *Emberiza calandra*	2004	Red, LBAP		Positive
Yellowhammer *Emberiza citrinella*	2007	Red, SPI	Onsite	Positive
Reed bunting *Emberiza schoeniclus*	2004	Amber, SPI	Onsite	Positive
Merlin *Falco columbarius*	2004	Red, Sch1		Positive
Kestrel *Falco tinnunculus*	2007	Amber	Onsite	Positive
Snipe *Gallingo gallingo*	2007	Amber		Negligible
Moorhen *Gallina chlorpous*	2009	Amber	Onsite	Negligible
Oystercatcher *Haematopus ostralegus*	2005	Amber		Negligible
Herring gull *Larus argentatus*	2007	Red		Positive
Lesser black-backed gull *Larus fuscus*	2007	Amber		Positive
Linnet *Linaria cannabina*	2006	Red	Onsite	Positive
Grey wagtail *Motacilla cinerea*	2004	Amber		Positive
Curlew *Numenius Arquata*	2007	Red, SPI	Onsite	Negligible
House sparrow *Passer domesticus*	2007	Red, SPI		Positive
Tree sparrow *Passer montanus*	2006	Red, SPI, LBAP		Positive
Grey partridge *Perdix perdix*	2007	Red, SPI, LBAP		Positive
Willow warbler *Phylloscopus trochilus*	2006	Amber		Positive
Marsh tit *Poecile palustris*	2004	Red		Positive
Dunnock *Prunella modularis*	2007	Amber		Positive
Bullfinch *Pyrrhula pyrrhula*	2006	Amber		Positive
Starling *Sturnus vulgaris*	2007	Red		Positive
Whitethroat *Sylvia communis*	2006	Amber		Positive
Wren *Troglodytes troglodytes*	2019	Amber		Positive
Song thrush *Turdus philomelos*	2007	Amber		Positive
Mistle thrush *Turdus viscivorus*	2005	Red		Positive
Barn owl *Tyto alba*	2018	Sch1, LBAP		Positive
Lapwing *Vanellus vanellus*	2019	Red, SPI		Negligible
INNS				
New Zealand pygmy weed *Crassula helmsii*	2009	Sch9		Negligible

Himalayan balsam *Impatiens glandufilera*	2004	Sch9		Negligible

Summary of Protected and Notable Species (BI-B03)

The table above shows a summary of protected and notable species records obtained from Environmental Records Information Centre North-East, covering the last 20 years. This includes 42 bird species as well as badger, water vole, hedgehog, brown hare and five bat species.

Directly onsite were records of badger, curlew, kestrel, linnet, mallard, meadow pipit, moorhen, reed bunting and yellowhammer.

Constraints and Opportunities for Project (BI-B04)

The creation of enhanced habitats that complement the local ecological network will benefit the majority of the recorded species.

The planting of shrubs while maintaining open space areas throughout the habitat would provide benefits to a range of other farmland bird species that favour hedgerow and shrub habitats, such as yellowhammer which was also recorded onsite.

Great crested newt records were returned close to the Site boundary. Conversion of arable land to shrub is likely to increase the amount and quality of suitable terrestrial habitat available for this species, particularly during the hibernation period. A pond is also present within the woodland onsite and therefore it may be prudent to conduct an eDNA test to determine breeding GCN presence/absence onsite and others within 250m. If present, a precautionary working method statement would be advisable to avoid injuring or killing newts in their terrestrial phase, particularly if breaking ground during tree planting.

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

Several bird records were returned within the redline boundary. Curlew and meadow pipit are both ground nesting birds that favour arable land, and therefore may be impacted by the removal of this habitat although it is not known whether they are breeding onsite.

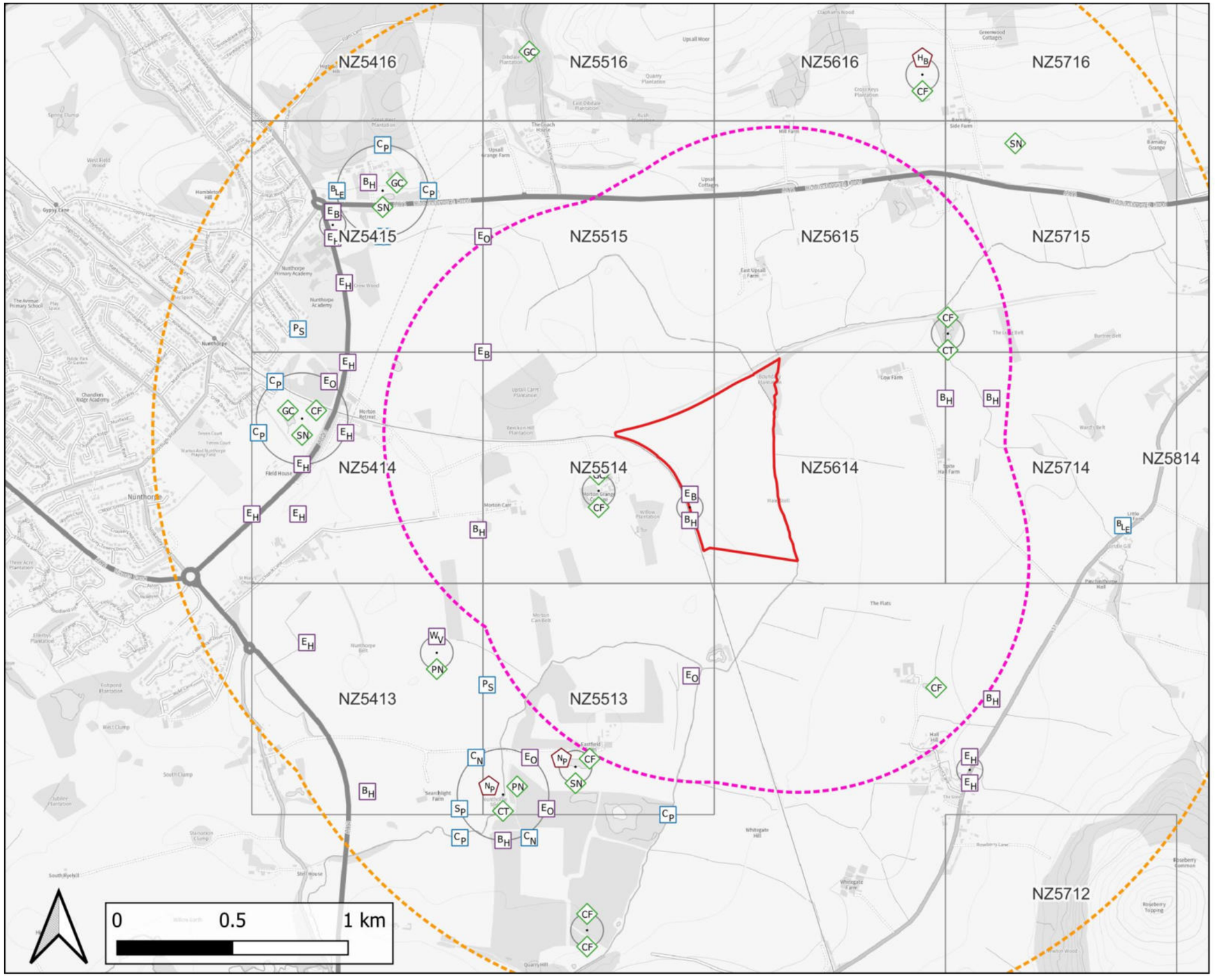
Arboricultural works and woodland management have the potential to impact nesting birds. As such works will be undertaken in autumn/ winter to avoid impacts on nesting birds. These works also have the potential impact roosting bats. As such, prior to impacts to any individual mature trees, these will require an assessment for their potential to support roosting bats. If a tree is considered to have potential roosting features, works which could impact this roost will not be undertaken, unless further surveys are undertaken to confirm absence of roosting bats or an EPS licence acquired to legitimise works.

While some species may impacted by the change in use of the site from farm land this is considered to be minimal due to the extent of farmland habitat in the wider area and traditional core breeding habitat for waders and partridge including traditional meadow management.

No field signs for otter or water vole were noted during the river condition assessment survey however it may be prudent to survey for these species to ensure they won't be impacted by the proposals to the watercourses.

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

Biological Records Plan - Species (BI-F01)



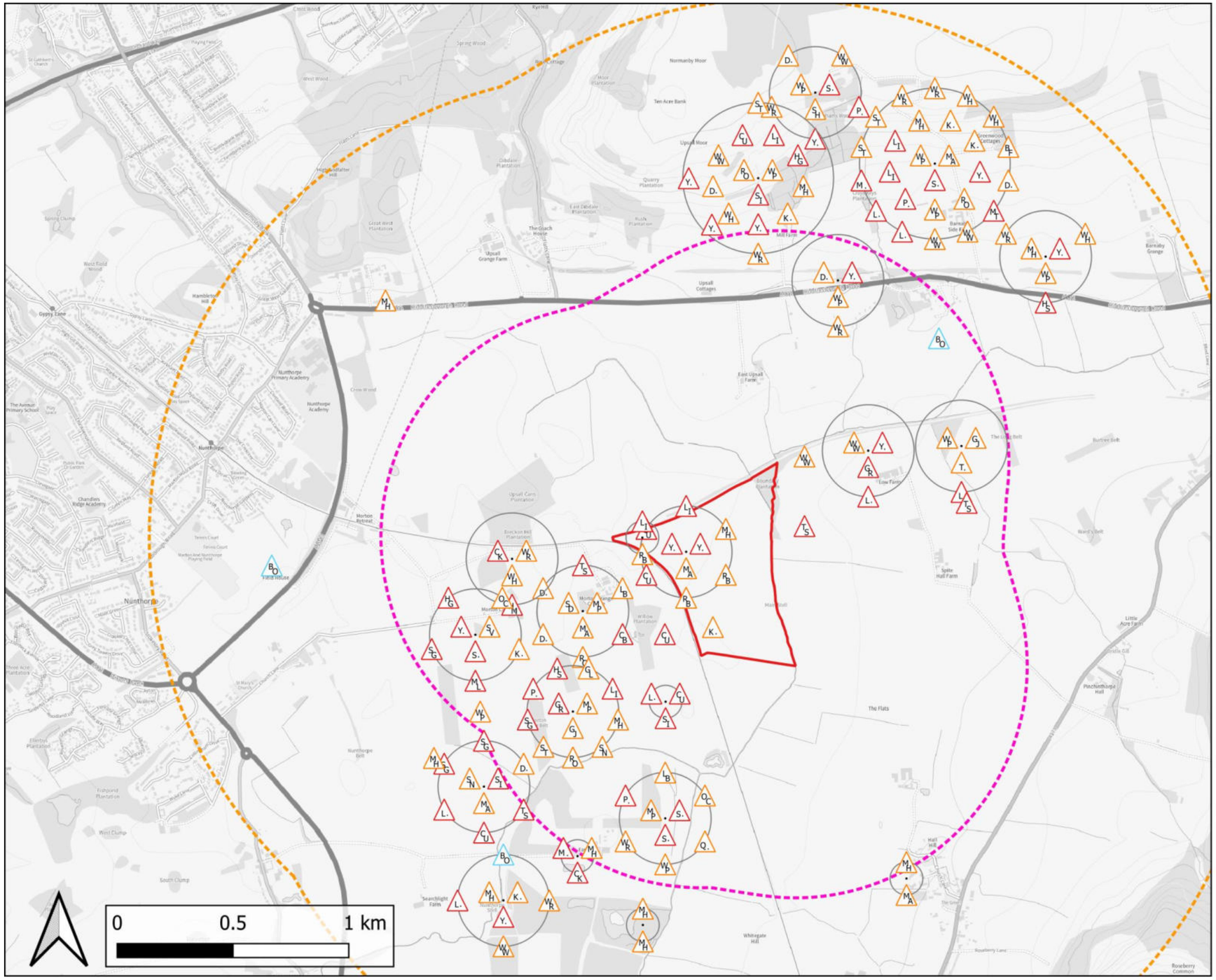
Legend

- Redline Boundary
- **Buffers**
  - 1km
  - 2km
  - 10km
- **Protected & Notbale species records**
  - Common pipistrelle
  - Soprano pipistrelle
  - Pipstrelle species
  - Common noctule
  - Brown long-eared
  - Eurasian badger
  - European otter
  - Brown hare
  - Water vole
  - Western European hedgehog
  - Great crested newt
  - Smooth newt
  - Palmate newt
  - Common frog
  - Common toad
  - Himalayan balsam
  - New Zealand pygmyweed

1km Accuracy records

NZ5416: Bullfinch, common pipistrelle, common toad, dunnock, great crested newt, linnet, palmate newt, smooth newt, song thrush, stock dove, hedgehog, willow tit, willow warbler
NZ5516: Common pipistrelle, herring gull, Himalayan balsam, palmate newt, smooth newt, woodpigeon
NZ5616: Grasshopper warbler, linnet, meadow pipit, song thrush, willow warbler, wood pigeon, wren, yellowhammer
NZ5716: Brown hare, bullfinch, common gull, curlew, dunnock, fieldfare, greenfinch, herring gull, house sparrow, kestrel, lapwing, linnet, meadow pipit, skylark, song thrush, swift, whitethroat, willow warbelr, woodpigeon, wren, yellowhammer
NZ5415: Brown long-eared bat
NZ5515: Common pipistrelle, myotis bat
NZ5615: Hedgehog
NZ5715: Giant hogweed
NZ5414: Common pipistrelle
NZ5514: Brown hare, curlew, greenfinch, house martin, lapwing, mallard, rook, skylark, snipe, starling, teal, wigeon, wood pigeon, wren, yellowhammer
NZ5614: Mallard, starling, willow warbler, woodpigeon, wren, yellowhammer
NZ5714: Brown long-eared bat
NZ5814: Wall butterfly
NZ5413: Brown hare, brown long-eared bat
NZ5513: Common pipistrelle, noctule bat
NZ5712: Common pipistrelle, myotis bat

Biological Records Plan - Bird Species (BI-F01)



Legend

- Redline Boundary

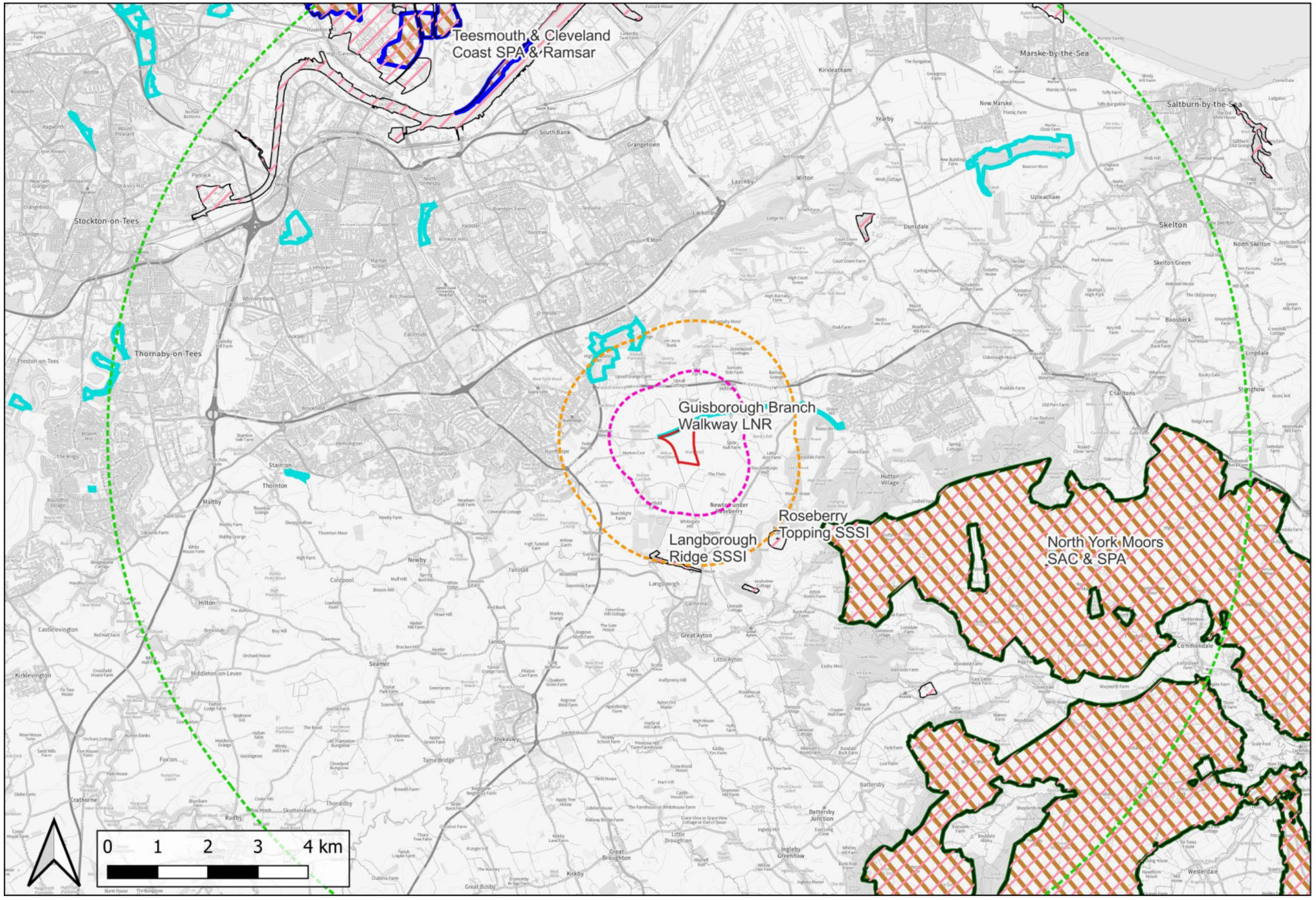
Buffers

- 1km
- 2km
- 10km

Protected & Notable Species

- Barn owl
- Grey partridge
- Lapwing
- Curlew
- Herring gull
- Swift
- House martin
- Cuckoo
- Merlin
- Marsh tit
- Skylark
- Starling
- Mistle thrush
- House sparrow
- Tree sparrow
- Linnet
- Greenfinch
- Yellowhammer
- Corn bunting
- Sparrowhawk
- Greylag goose
- Teal
- Mallard
- Shoveler
- Quail
- Oystercatcher
- Snipe
- Moorhen
- Lesser black-backed gull
- Stock dove
- Woodpigeon
- Kestrel
- Willow warbler
- Common whitethroat
- Song thrush
- Dunnock
- Meadow pipit
- Bullfinch
- Rook
- Wren
- Reed bunting
- Grey wagtail

Biological Records Plan – Designated Sites Plan (BI-F01)



Baseline Habitats Survey

Ecologist responsible for baseline surveys (BI-T03)	
Name or Initials	Daisy Smith
Organisation	FPCR
Survey Date	24th May 2024 & 5th April 2024
Statement of Competency	
Daisy Smith is a field botanist with four years of experience in habitat surveying. She currently holds a BSBI FISC level 4, with experience surveying a range of habitat types including woodlands, grasslands and watercourses. She is experienced in using mapping software (QGIS and QField) and the Statutory Biodiversity Metric, she is also accredited as a River Condition Assessment MorPH field surveyor. She has attended several training courses in habitat surveying including with the Species Recovery Trust (Habitat Indicator Species) and the Field Studies Council (Aquatic Plants).	
Survey conditions and limitations	
Habitats were recorded broadly following the UKHab classification system and assessed for their condition using methodology as detailed within the Statutory Metric Technical Annexes, which was the latest version at the time of the survey. Habitat conditions during this survey were generally sunny with some light rain at the start. For the grassland habitats the survey was supplemented by recording the plant species present within a series of 1m x 1m quadrats, which were used to inform the habitat classification selected and the corresponding condition assessment undertaken. Quadrats were placed within what were visually considered to be stands of homogenous vegetation where the vegetation was considered to potentially be representative of a distinct community type. For the watercourse survey a River Condition Assessment was undertaken of Main Stell on the 5th April by Daisy Smith. The survey was conducted working downstream during normal flow conditions with the weather conditions being cloudy with sunny intervals. The MoRPh5 surveys requires modules to be surveyed contiguously and therefore only captures a proportion of the works extent. The survey area was chosen as it captures a proportionate representation of the different options being considered and typical habitats currently present. The UKHab habitat baseline map has been reproduced from detailed field notes and informed by aerial imagery, OS mapping and site maps provided by the client. The accuracy of this figure is therefore ultimately guided by the accuracy of these sources and can only be relied upon to a certain degree of resolution.	

The habitat survey of the grassland fields onsite was partially constrained due to being actively grazed by sheep at the time of the survey. However enough data was considered gathered to be able to accurately classify the habitat type and condition.

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

Habitat Degradation

Are there any signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020? (BI-B05)
There are no signs or evidence that the baseline habitats have been purposefully degraded since 30th January 2020.
If habitats have been purposefully degraded, provide details of how this has been accounted for (BI-B06)
N/A

Baseline Habitat Descriptions and Condition

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

Habitats (BI-T04)

Parcel Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)
F1-F3	Cereal crops c1c	No	No	The majority of the habitat was identified as cereal crops, which at the time of the survey had been ploughed. Ceral crops have no condition assessment.	Condition Assessment N/A	27.92
G1	Modified grassland G4	No	No	Grassland G1 was located in the northwestern corner of the Site and featured a rough, tufted sward dominated by Yorkshire fog *Holcus lanatus*, with locally frequent creeping bent *Agrostis stolonifera* and locally occasional tufted hair grass *Deschampsia caespitosa*. **Condition Assessment Criteria Results:** **A = fail** (good representation based on UKHab description) **B = fail** (varied sward height) **C= pass** (scattered scrub is less than 20%) **D= pass** (physical damage makes up less than 5% of grassland) **E = fail** (cover of bare ground is above 10%) **F= pass** (cover of bracken *Pteridium aquilinum* is less than 20%) **G= pass** (no Sch 9 WCA invasive species present)	Poor	1.88
G2	Modified grassland G4	No	No	Located directly south of G1 and running along the western border of the Site was modified grassland community G2. This grassland was actively grazed by sheep and therefore featured a short sward. Perennial rye grass *Lolium perenne* and meadow foxtail *Alopecurus pratensis* were recorded frequently to abundantly, with frequent creeping bent and Yorkshire fog, and locally occasional patches of crested dog's tail *Cynosurus cristatus* and sweet vernal grass *Anthoxanthum odoratum* in the southern half of the field. **Condition Assessment Criteria Results:** **A = fail** (good representation based on UKHab description) **B = fail** (varied sward height) **C= pass** (scattered scrub is less than 20%) **D= pass** (physical damage makes up less than 5% of grassland) **E = fail** (cover of bare ground is above 10%)	Moderate	1.11

<table>
<tr><td></td><td></td><td></td><td></td><td>F= pass (cover of bracken Pteridium aquilinum is less than 20%)

G= pass (no Sch 9 WCA invasive species present)</td><td></td><td></td></tr>
<tr><td>G3</td><td>Other neutral grassland
G3</td><td>No</td><td>No</td><td>False oat grass Arrhenatherum elatius is abundant throughout this grassland, with meadow foxtail and cock’s foot also recorded frequently. Patches of reed canary-grass Phalaris arundinacea and rough meadow grass Poa trivialis were also noted. Herbs including meadowsweet Filipendula ulmaria, lesser stitchwort Stellaria graminea, crosswort Cruciata laevipes, meadow vetchling Lathyrus pratensis and bush vetch Vicia sepium were also noted. While this grassland did not strictly meet the UKHab definition of other neutral grassland by not meeting sufficient criteria (cover of broadleaved herbs and species per m2) it most closely aligns with the g3c5 Arrhenatherum neutral grassland community with a high cover of false oat grass and cock’s foot.
Condition Assessment Criteria Results:
A = fail (good representation based on UKHab description)
B = fail (varied sward height)
C= fail (cover of bare ground between 1% - 5%)
D= pass (cover of bracken less than 20% & cover of scrub less than 5%)
E = fail (sub-optimal condition and physical damage less than 5% of total area)
F= fail (more than 10 vascular plant species present per m2)</td><td>Poor</td><td>0.12</td></tr>
<tr><td>W2</td><td>Lowland mixed deciduous woodland
W1f</td><td>No</td><td>Yes</td><td>This woodland surrounded Main Stell and was much more mature than W1 with more developed upper and lower stories. As the name suggests the woodland was likely planted at one time however considering the high number of mature and large trees present this is not recent. Sycamore Acer pseudoplatanus was the most frequent species in both the upper and under stories, with a high cover of mature specimens particularly along the western edge. Several conifers were noted throughout including Scot’s pine Pinus sylvestris and European larch Larix decidua. Mature and young wych elm Ulmus glabra are also frequent throughout the woodland with silver birch Betula pendula, sessile oak Quercus petraea, ash and crack willow also recorded within the upper canopy. Elder Sambucus nigra, holly Ilex aquifolium, hawthorn Crataegus monogyna and dog rose were all present in the understory however this woody layer was not dense and instead had frequently open areas. Patches of snowberry Symphoricarpos albus were locally abundant in the southern half of the woodland around the banks of Main Stell.
Considering the low-lying area around Main Stell and the location of the woodland within flood risk zones it is likely that some flooding occurs in wetter months which can lead to higher nutrient levels and therefore enrichment may not be possible to reduce.
Condition Assessment Criteria Results:
<table>
<tr><th>Condition Assessment Criteria</th><th>Baseline Condition</th></tr>
<tr><td>Age Distribution of Trees</td><td>2</td></tr>
<tr><td>Herbivore Damage</td><td>3</td></tr>
</table>
</td><td>Moderate</td><td>0.9848</td></tr>
</table>

<table>
<tr>
<td></td>
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<table>
<tr><td>Invasive Plant Species.</td><td>2</td></tr>
<tr><td>Number of Native Species in upper canopy (>5m)</td><td>2</td></tr>
<tr><td>Cover of Native Species</td><td>1</td></tr>
<tr><td>Open Space</td><td>3</td></tr>
<tr><td>Woodland Regeneration</td><td>3</td></tr>
<tr><td>Tree Health</td><td>2</td></tr>
<tr><td>Vegetation & Ground Flora</td><td>2</td></tr>
<tr><td>Woodland Vertical Structure</td><td>2</td></tr>
<tr><td>Veteran Trees</td><td>1</td></tr>
<tr><td>Amount of Deadwood</td><td>3</td></tr>
<tr><td>Disturbance and enrichment</td><td>2</td></tr>
<tr><td>Total (condition)</td><td>28 (moderate)</td></tr>
</table>
</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W1</td>
<td>Other woodland; broadleaved
W1g</td>
<td>No</td>
<td>No</td>
<td>Woodland W1 is a small copse area surrounding a pond in the northeastern corner of G1. The upper canopy featured crack-willow Salix x fragilis, alder Alnus glutinosa, ash Fraxinus excelsior, field maple Acer campestre and horse chestnut Aesculus hippocastanum, with blackthorn comprising the dense scrub under canopy. Limited ground flora existed under the dense scrub area on the northern side while the more open southern side surrounding the pond featured patches of dense bramble scrub and other neutral grassland. False oat grass, creeping buttercup, common nettle and cleavers Galium aparine were all recorded here frequently.

Condition Assessment Criteria Results:
<table>
<tr><th colspan="2">Condition Assessment Criteria</th><th>Baseline Condition</th></tr>
<tr><td>A</td><td>Age Distribution of Trees</td><td>2</td></tr>
<tr><td>B</td><td>Herbivore Damage</td><td>3</td></tr>
<tr><td>C</td><td>Invasive Plant Species.</td><td>3</td></tr>
<tr><td>D</td><td>Number of Native Species in upper canopy (>5m)</td><td>2</td></tr>
<tr><td>E</td><td>Cover of Native Species</td><td>2</td></tr>
<tr><td>F</td><td>Open Space</td><td>3</td></tr>
<tr><td>G</td><td>Woodland Regeneration</td><td>2</td></tr>
<tr><td>H</td><td>Tree Health</td><td>2</td></tr>
<tr><td>I</td><td>Vegetation & Ground Flora</td><td>1</td></tr>
</table>
</td>
<td>Poor</td>
<td>0.1056</td>
</tr>
</table>

					J	Woodland Vertical Structure	1	
					K	Veteran Trees	1	
					L	Amount of Deadwood	1	
					M	Disturbance and enrichment	2	
						Total (condition)	25 (poor)	
	Bramble scrub H3d	No	No	Along the western bank top of Main Stell were small patches of bramble dominated scrub. Some areas also had other species present including snowberry and young sycamore however these were in low frequencies. This habitat does not have a condition assessment.				N/A	0.0202
	Hawthorn scrub H3f	No	No	Along the western bank top of Main Stell were small patches of hawthorn dominated scrub.				Poor	0.0235
	Mixed scrub H3h	No	No	Along the western bank side and bank top of Main Stell were two areas of mixed scrub, featuring a mix of bramble, hawthorn, young ash trees interspersed with areas of grassland and hawthorn scrub.				Poor	0.0411
P1	Ponds (non-priority habitat)	No	No	Within woodland W1 is a pond (P1). Soft rush and Yorkshire fog were frequent around the margins with bittersweet growing frequently out into the waterbody itself. Water-plantain *Alisma plantago-aquatica* and reed canary-grass were also noted occasionally and there was a cover of common duckweed *Lemna minor* on the eastern pond side				Poor	0.0574
N/A	Watercourse footprint	No	No	N/A				N/A - Other	0.2738
T1-T3, T5 & T6	Individual Trees	No	No	Several individual trees were located around the Site. T1-T3, T5 & T6 were three mature ash trees within field F1, all with ash dieback.				Good	0.1620
T4, T6-T8 & T10	Individual Trees	No	No	Several young ash trees, also with dieback, were present along the western bank of Main Stell (T7 & T8). T4 and T10 were both crack willows also along the watercourse while T6 is a native black poplar *Populus nigra* (a Teesside BAP species), although it a planted clone specimen (female clone 32).				Moderate	0.0326

Hedgerows (BI-T05)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (Km)
H1a	Native Hedgerow – associated with bank or ditch h2a6	No	Yes	H1 passed along much of the width of the Site, between the top field F1 and F2 and F3. It was classified in two parts (H1a and H1b) due to the presence of a ditch in the western extent. The ditch was largely dry but did have some wet patches. A public footpath also ran parallel to this hedgerow. Hawthorn was abundant along the length with locally abundant areas of blackthorn. Also recorded was dog rose, ash and sycamore while nettles, cleavers, creeping thistle and cow parsley featured in the ground flora, particularly in the eastern extent. Three mature ash standards were also located within the hedge line.	Good	0.25

				Condition Assessment Criteria Results: **A1 = pass** (height >1.5m on average along length) **A2 = fail** (width >1.5m on average along length) **B1 = pass** (gap between ground & base of canopy <0.5m for >90% length) **B2 = fail** (gaps make up <10% of total length; and no canopy gaps >5m) **C1 = pass** (>1m width of undisturbed ground with perennial herbaceous vegetation for >90% length) **C2 = pass** (nutrient enrichment plant species dominate <20% of undisturbed ground) **D1 = pass** (>90% of hedgerow & undisturbed ground free of INNS and recently introduced species) **D2 = pass** (>90% of hedgerow & undisturbed ground free of human activity damage)		
H1b	Native hedgerow h2a6	No	Yes	H1b was as above, without the presence of a ditch and was generally taller along its length.	Good	0.19
H2	Native hedgerow h2a6	No	Yes	H2 passed along the eastern boundary of G2 in its southern extent. It was dominated by mature hawthorns and was very sparse and gappy along its length. **Condition Assessment Criteria Results:** **A1 = pass** (height >1.5m on average along length) **A2 = fail** (width >1.5m on average along length) **B1 = fail** (gap between ground & base of canopy <0.5m for >90% length) **B2 = fail** (gaps make up <10% of total length; and no canopy gaps >5m) **C1 = fail** (>1m width of undisturbed ground with perennial herbaceous vegetation for >90% length) **C2 = pass** (nutrient enrichment plant species dominate <20% of undisturbed ground) **D1 = pass** (>90% of hedgerow & undisturbed ground free of INNS and recently introduced species) **D2 = pass** (>90% of hedgerow & undisturbed ground free of human activity damage)	Moderate	0.16
H3	Native hedgerow h2a6	No	Yes	H3 ran parrel to H2 along the western edge of G2 adjacent to the railway line. This hedgerow was taller and less managed at its southern and northern ends while the central section was much shorter and denser. It featured a double row of shrubs for part of its length where it extended into the railway embankment area. Blackthorn was dominant in the northern end while the rest of the hedgerow was largely hawthorn with a dog rose, cherry *Prunus avium* and ash also recorded with bramble. **Condition Assessment Criteria Results:** **A1 = pass** (height >1.5m on average along length) **A2 = fail** (width >1.5m on average along length) **B1 = pass** (gap between ground & base of canopy <0.5m for >90% length) **B2 = fail** (gaps make up <10% of total length; and no canopy gaps >5m) **C1 = fail** (>1m width of undisturbed ground with perennial herbaceous vegetation for >90% length)	Moderate	0.334

				C2 = fail (nutrient enrichment plant species dominate <20% of undisturbed ground) **D1 = pass** (>90% of hedgerow & undisturbed ground free of INNS and recently introduced species) **D2 = pass** (>90% of hedgerow & undisturbed ground free of human activity damage)		
LOT1	Line of trees W33	No	No	A line of trees (LOT1) ran along the field boundary between F2 and F3. It was comprised of five semi-mature ash trees, all infected with ash dieback.	Poor	0.057
LOT2	Line of trees W33	No	No	A second line of trees (LOT2) ran along the western bank top of the drain that joins Main Stell in the northeastern corner of the Site. This was largely comprised of abundant young sycamore with crack willow, ash and elder rarely recorded.	Poor	0.154

Watercourses (BI-T06)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and condition justification	Condition	Area ha
Main Stell	Other rivers and streams r2b	No	No	Main Stell enters the Site through a culvert under an old railway embankment before passing southward through woodland W2 and along the eastern boundary of the Site. Within woodland W2 the water flow was very slow and non-discernible however once the tributary joined the flow increased. The area of Main Stell located within woodland W2 was initially assessed as being in Fairly Good condition however it was considered likely over-deep and so this score was reduced to Moderate. It generally scored badly for lack of water-related features on the bank top, lack of aquatic vegetation extent and richness in the channel margin and hydraulic & natural feature richness of the channel bed. It scored well for areas including bank top vegetation structure and tree feature richness, and bank face vegetation structure and natural bank profile richness.	Moderate	0.279
Main Stell	Other rivers and streams r2b	No	No	The majority of Main Stell passes outside of woodland W2 along the eastern boundary of the Site, bordered by arable fields to the west and pastoral to the east. Bank sides were generally steep and covered in areas of scrub or tall grass (G3). In channel vegetation was limited to some marginal areas of reed canary-grass. This stretch of the waterbody scored more poorly than the woodland stretch, initially assessed as being in Moderate condition but as above was considered over deep and this was therefore reduced to Fairly Poor.	Fairly Poor	0.630
Tributary of Main Stell	Other rivers and streams r2b	No	No	A tributary of Main Stell passed along the western edge of woodland W2 before joining Main Stell. It was around 1m wide and 20cm deep with a southward flow and the bank sides were largely covered with dense nettle stands with no in-channel vegetation. On OS maps this waterbody is named a drain however it is mapped on the statutory main river map. Considering this and its flow of water it has been classified as a tributary of Main Stell.	Fairly poor	0.148
D1	Other standing water r1g	No	No	A ditch (D1) passes between field F2 and F3 with the remains of an old hedgerow atop its banks. Its flow was very slow and moving southwards and was dried out in several areas. Terrestrial vegetation filled much of the channel including creeping buttercup and great willowherb *Epilobium hirsutum* alongside soft rush and reed canary grass. False oat grass, meadow foxtail, lesser stitchwort, nettles and cow parsley covered the bank sides with an occasional hawthorn bush on the bank top. The water was very turbid at the time of survey, likely due to runoff from the surrounding fields after the recent heavy rain.	Poor	0.194

				Condition Assessment Criteria Results: **A = fail** (good water quality) **B = fail** (a range of emergent, submerged and floating leaved plants present) **C = pass** (less than 10% cover of filamentous algae and/or duckweed) **D = fail** (a fringe of marginal vegetation present) **E = pass** (physical damage less than 5% of total area) **F = fail** (sufficient water levels) **G = pass** (less than 10% is heavily shaded) **H = pass** (absence of non-natives)		

Priority and Irreplaceable Habitats

Summary of Priority and Irreplaceable Habitats (BI-B07)

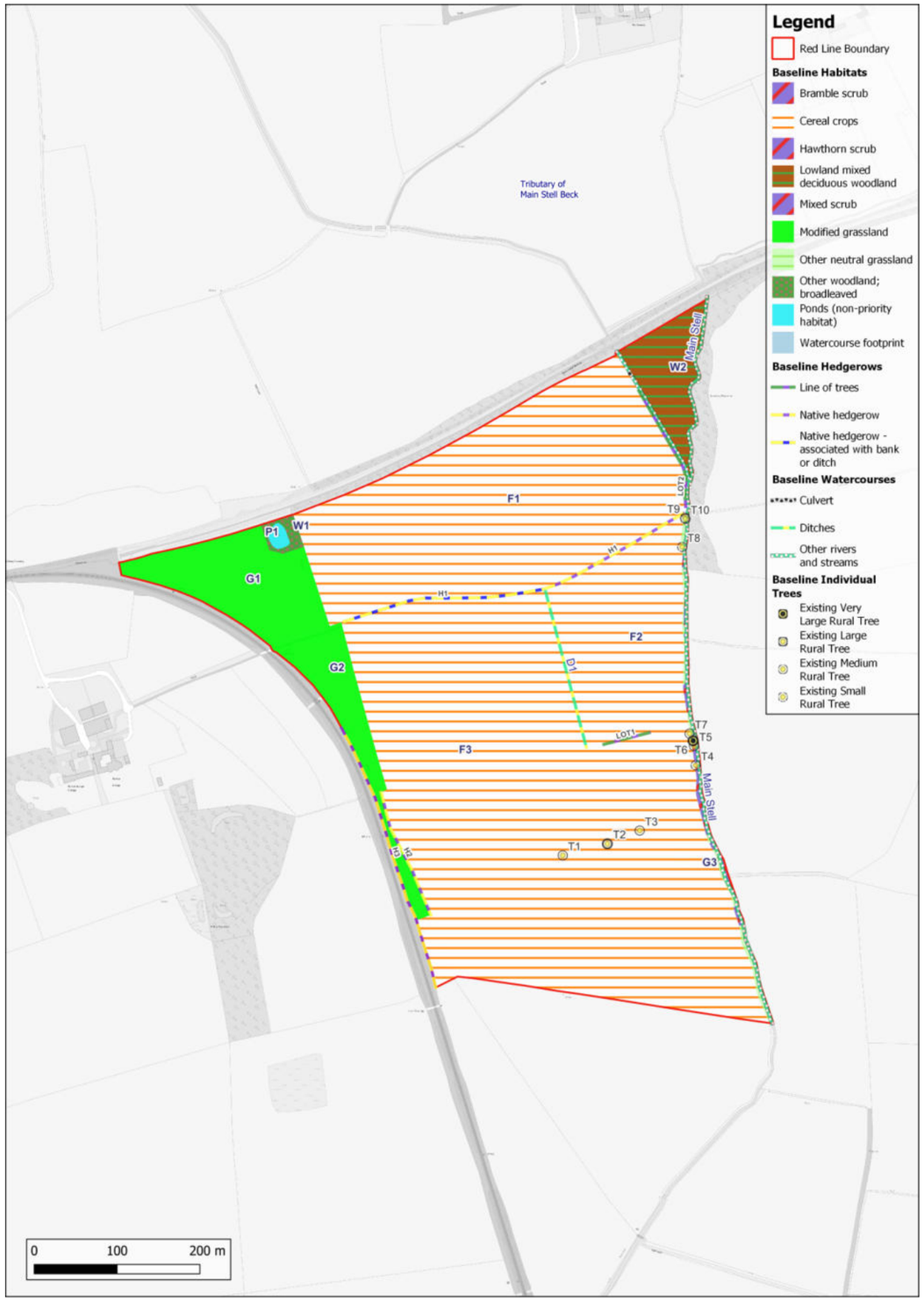
There are no irreplaceable habitats located within the Site boundary. However, Lowland deciduous woodland and native hedgerows are priority habitats identified on Site.

Potential Constraints and Opportunities for Project (BI-B08)

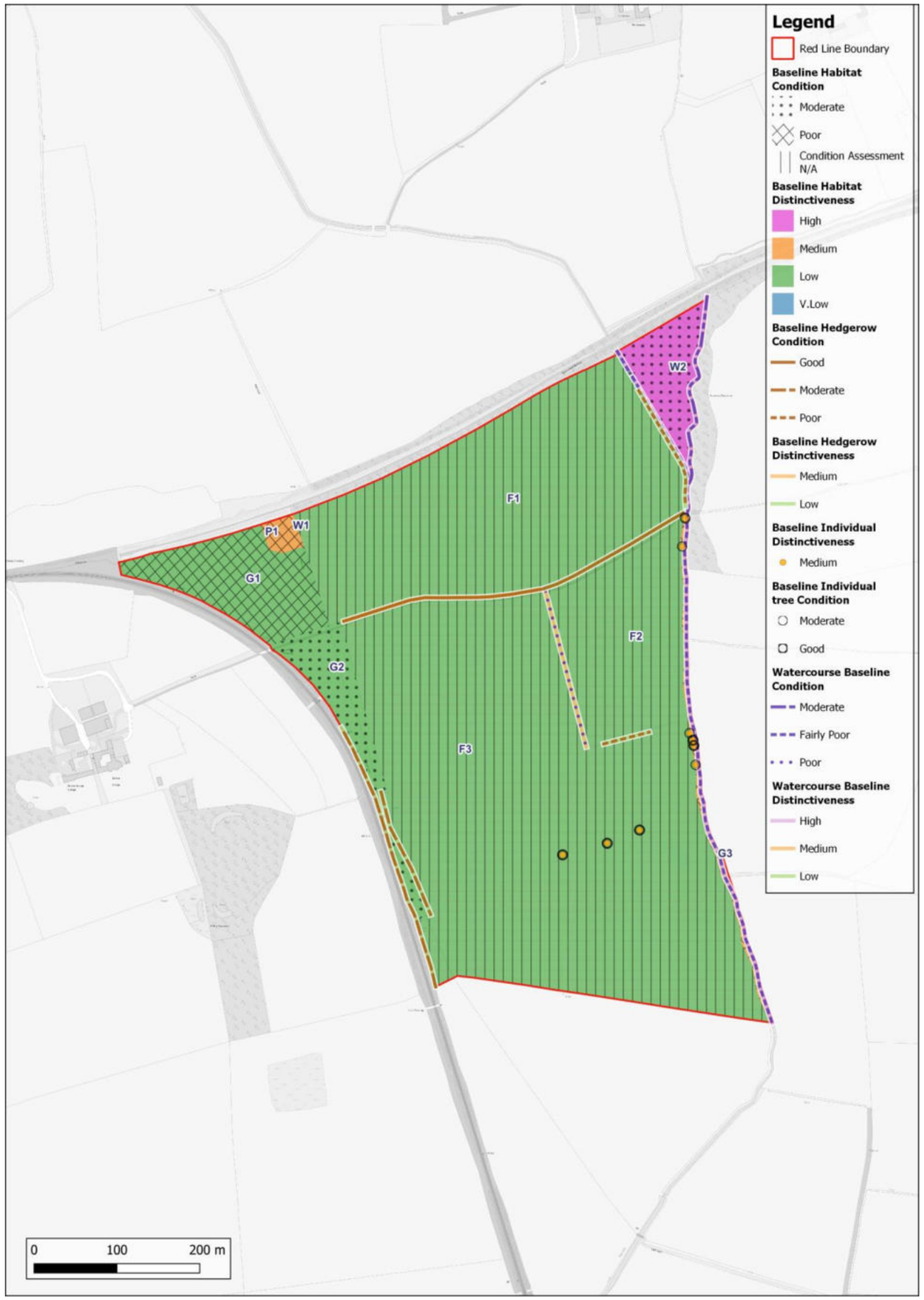
The lowland deciduous woodland is to be enhanced on Site, elevating the condition of the lowland deciduous woodland. The direct enhancement of this habitat will also enrich species residing within the woodland. For example, the enhanced structural diversity of the woodland will increase places of shelter for bird species. Overall the lowland deciduous woodland on Site will be protected and enhanced.

The proposals will provide enhancements to the priority habitat hedgerows onsite.

Baseline Habitats Plan (BI-F02)



Baseline Distinctiveness and Condition Plan (BI-F03)



Baseline Habitats Photos (BI-F04)

Provide a range of photographs representative of the baseline. Add additional pages for photos as required.

Land Tenure and Public Access

Relevant Land Tenure Information (EI-B01)

Wild Capital own the Site and will be retained as owners for the lifetime of this HMMP.

Potential Impact to Scheme (EI-B02)

All management prescriptions detailed within this management plan will be the responsibility of the current landowner. Therefore, there will be no constraints to completing the management prescriptions in relation to land tenure

Public Access Information (EI-B03)

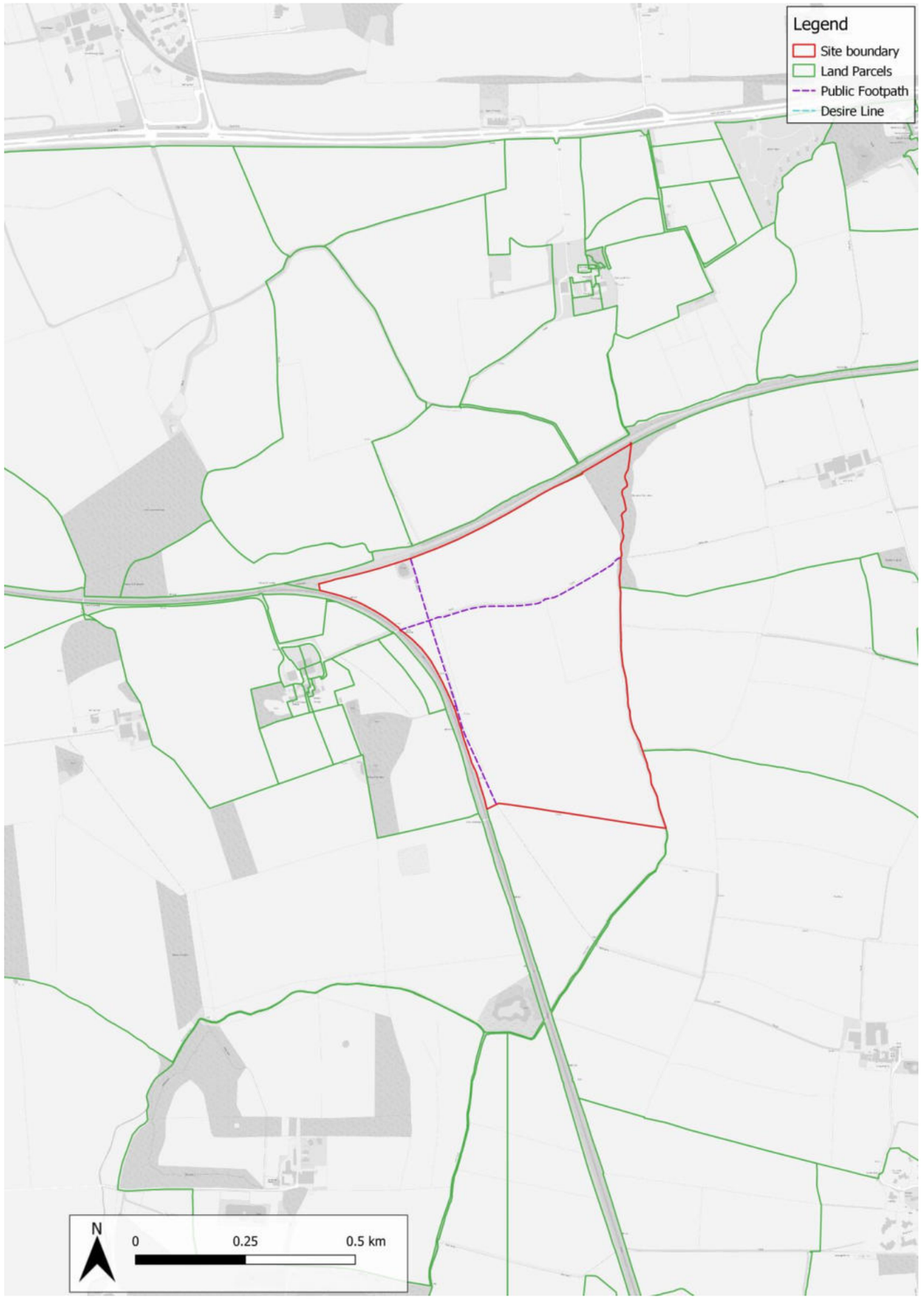
A public right of way (PRoW) runs along the western boundary up through woodland W1 along the northern boundary. Another footpath passes through the Site from east to west. These will be maintained throughout the life of the project ensuring that the stiles are maintained and kept clear of vegetation. No fences or obstructions will be implemented, allowing the public to freely use the footpath.

Potential Impact to Scheme (EI-B04)

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

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

Land Tenure and Public Access Plan (EI-F01)



Climate

Current Climate Information (EI-T01)	
Nearest weather station details	Hartburn Grange
Days of rain per year	596.19
Average annual rainfall mm	11.08
Average temperature °C	13.46
Highest temperature – Month and temperature °C	July 20.62
Lowest temperature – Month and temperature °C	December 0.96
Average annual hours of sunshine	124.39
Sunniest month and average hours of sunshine	May 180.69
Average number of days with air frost	N/A
Frostiest month and number of days	January 11.45

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

The climate is typical of Tees Valley and so species mixes selected for planting and/or seeding should be appropriate for this climate, with frost resistant perennial species that are tolerant of seasonal variations in soil moisture.

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

It can be anticipated that climate change will lead to drier, warmer summers and milder, wetter winters. Consequently, a variation in species is recommended for seeding particularly within grassland and scrub habitat creation. Species mix selection should however be mindful that summer soil moisture could be significantly drier. By having a wide variety of species that are adapted to varying degrees of soil moisture, this will allow the site to remain resilient to climate change by encouraging a more diverse seedbank within the soils. This will allow a degree of flexibility in the sward to allow species to establish based on the soil moisture regime which dominates on the site.

Grassland, scrub and lowland mixed deciduous woodland are thought to have relatively low climate change sensitivity when compared to other habitats. However, warmer winters and drier summers, along with more frequent extreme events, are likely to have negative impacts on these habitats (Natural England and RSPB, 2019). There is considerable uncertainty about how habitats, including trees and woodlands, will respond to climate change. As many impacts are unknown at the time of writing, the plan will be implemented using an adaptive management approach. This approach allows the scope to introduce new management responses to achieve the same objectives. For instance, this may involve changing the timing of a hay cut to reflect earlier plant growth and flowering.

Other adaptive management responses may include:

- Flexibility in site management, such as varying the timing of hay cut or duration of grazing to respond to increased variation in seasonal growing conditions.
- Increasing the grassland's structural heterogeneity by varying management type and timing.
- Monitoring and ensuring the control of invasive species as they occur.
- Reducing other pressures such as pollutants and deer pressures.

Threats posed by climate change, such as the introduction of new pests and diseases, must be carefully assessed, and any changes to management objectives will be discussed with the LPA/RB first.

Geology and Topography

Geological Information (EI-B07)

The entirety of the Site lies over a bedrock of Redcar mudstone formation – mudstone.

Within the redline boundary two superficial deposits are found, with most of the Site comprised of Vale of York formation (clay, sandy, gravelly) deposits while on the eastern boundary lies Lacustrine deposits (clay & silt) as a result of the Main Stell waterbody.

Potential Impact to Scheme (EI-B08)

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

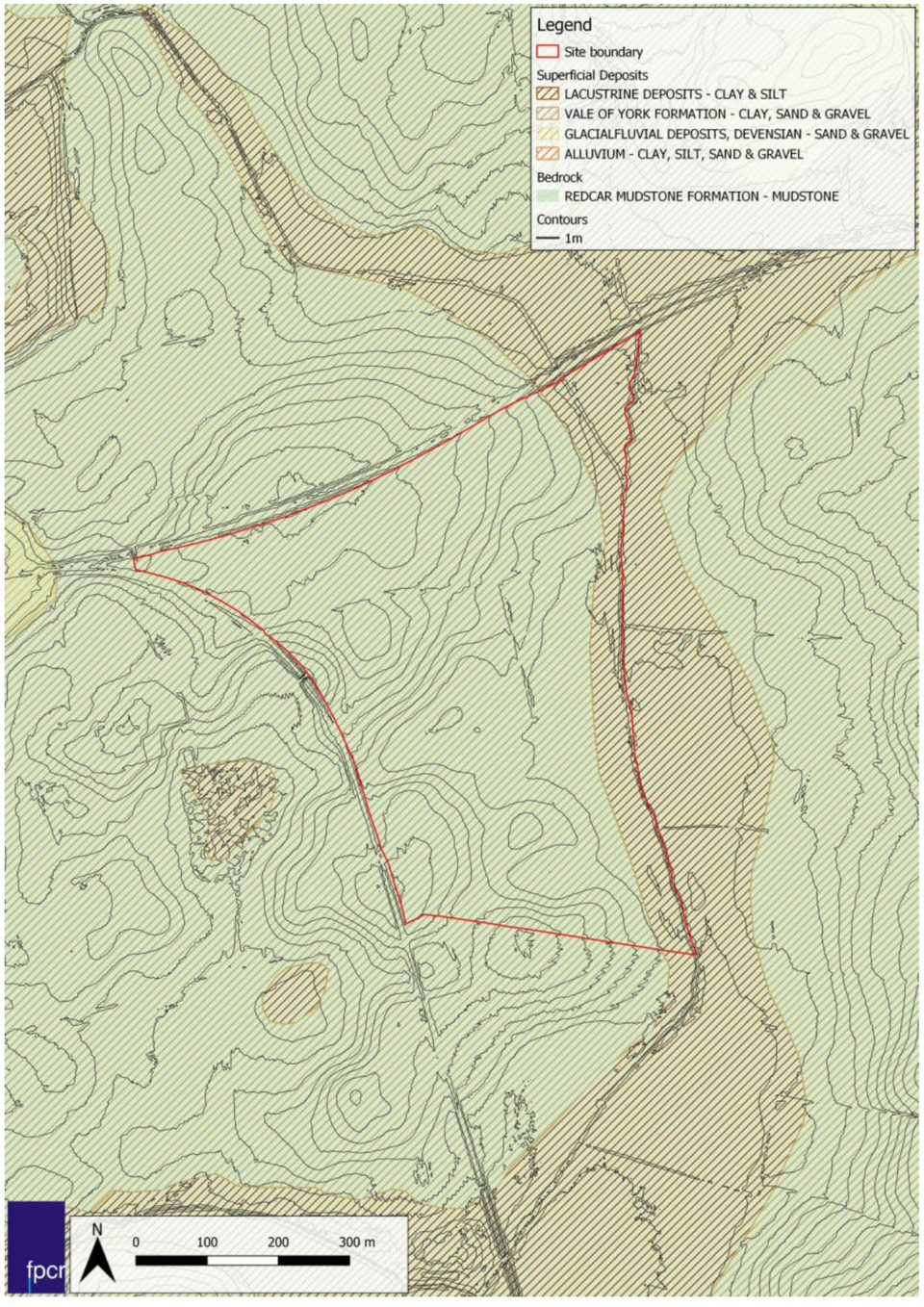
Topography (EI-B09)

The highest point of the Site is 94m above sea level, along the northern Site boundary. The site slopes gently down from the west and north-west to the south-east, towards Main Stell.

Potential Impact to Scheme (EI-B10)

The proposed habitats and the topography of the Site are both representative of the general area. Therefore, there will be no potential impact to the scheme due to topography.

Geology and Topography Plan (EI-F02)



Agricultural Land Status

Agricultural Land Status (EI-B11)

The entirety of the land falls within Agricultural Land Grade 3 and is considered to be of good to moderate quality.

Grade 3 land is defined as:

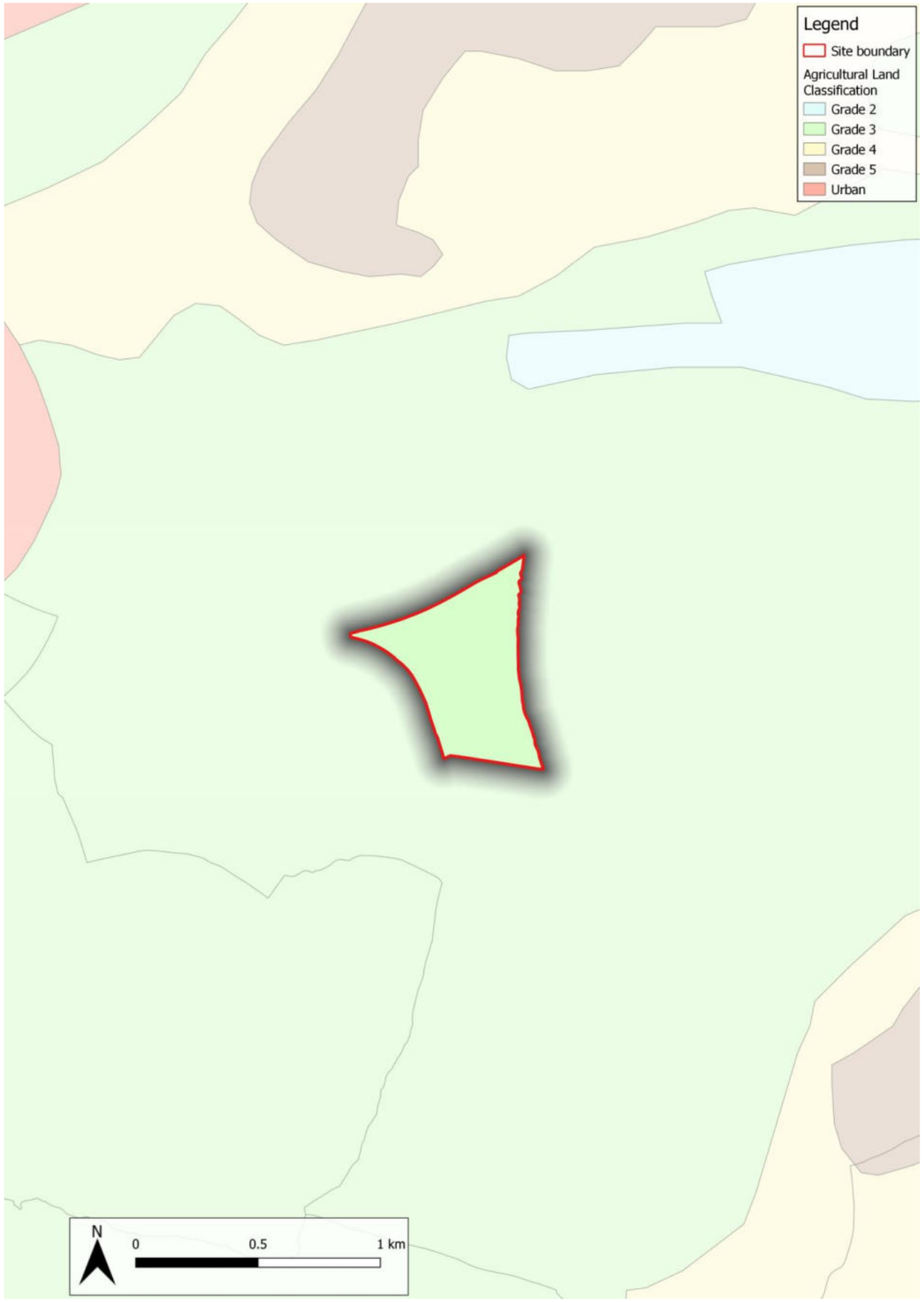
"*This land has moderate limitations that affect the choice of crops to be grown, timing and type of cultivation, harvesting or yield. The yield of more demanding crops grown on this land is generally lower or more variable than on Grade 1 and 2".*

Potential Impact on Project (EI-B12)

The change in land use will mean a loss of some good to moderate quality agricultural land use. However, the overall, environmental and biodiversity benefits achieved will benefit the surrounding land. In addition to this soil health will be improved and protected, additional planting will provide cleaner air and numerous other benefits to both farmers and the wider community.

It also provides good opportunities to manage the site as a biobank and to cease fertiliser input through the change in use from cropland to reduce soil nutrients, which in turn will help a more diverse sward to establish within the grasslands. It is considered that the proposals therefore do not pose a risk of significantly impacting areas of best and most versatile agricultural land.

Agricultural Land Status Plan (EI-F03)



Soils and Substrates (EI-T02)

Parcel Refs	Soil Texture (% stones >10mm)	pH	Nitrogen (N) (mg/kg)	Phosphorous (P) (mg/l)
G1	<0.1	6.43	3480	<5
G2	<0.1	6.53	4017	<5
F1-F3 Field Margins	<0.1	7.05	1949	9

Summary of Soils Information (EI-B13)

The entirety of the Site is comprised of slowly permeable seasonally wet slightly acid but base-rich loamy and clayey soils. In their natural state this soil type is ideal for grassland and woodland[1].

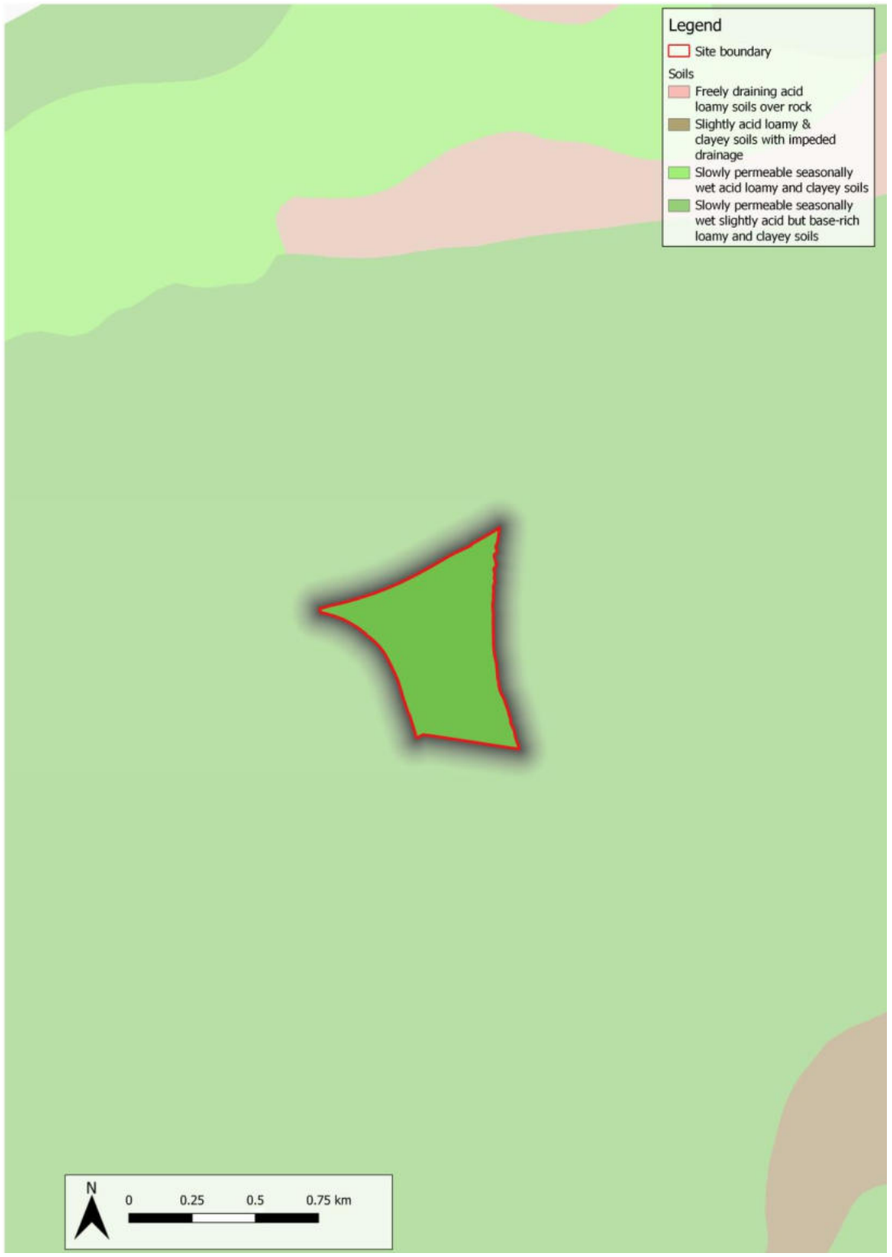
The appropriate Phosphorus index range of for grassland restoration is 0-3, with G1 and G2 having <5mg/l of extractable phosphorus and the field margins with 9mg/l. As such nutrient stripping is required of the grasslands to bring levels to a target index of ≤1.

Potential Impact on Project (EI-B14)

The soil types present across the Site are suitable for the proposals to enhance species rich grassland and woodlands within the Site and create scrub and traditional orchard. The change in land use will help to create more permeable soils by reducing the amount of compaction and surface water.

No soil nutrient testing has been undertaken for the proposed habitat creations. However, soil type across the site is not likely to have any potential impact on the project. Seed mixes and tree planting will provide a mix of species that are acclimated to seasonally wet conditions, and tolerable of a changing environment.

Soils and Substrate Plan (EI-F04)



[1] ttps://www.landis.org.uk/soilsguide/soilscapes.cfm?ssid=8

Flood Risk Zones

Summary of Flood Risk Information (EI-B19)

The eastern boundary of the Site around Main Stell sits within Flood Risk Zone 3 with smaller areas of Zone 2. The flooding zones pass into the adjacent arable field which at the time of the habitat survey was holding water in a series of ephemeral pools.

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

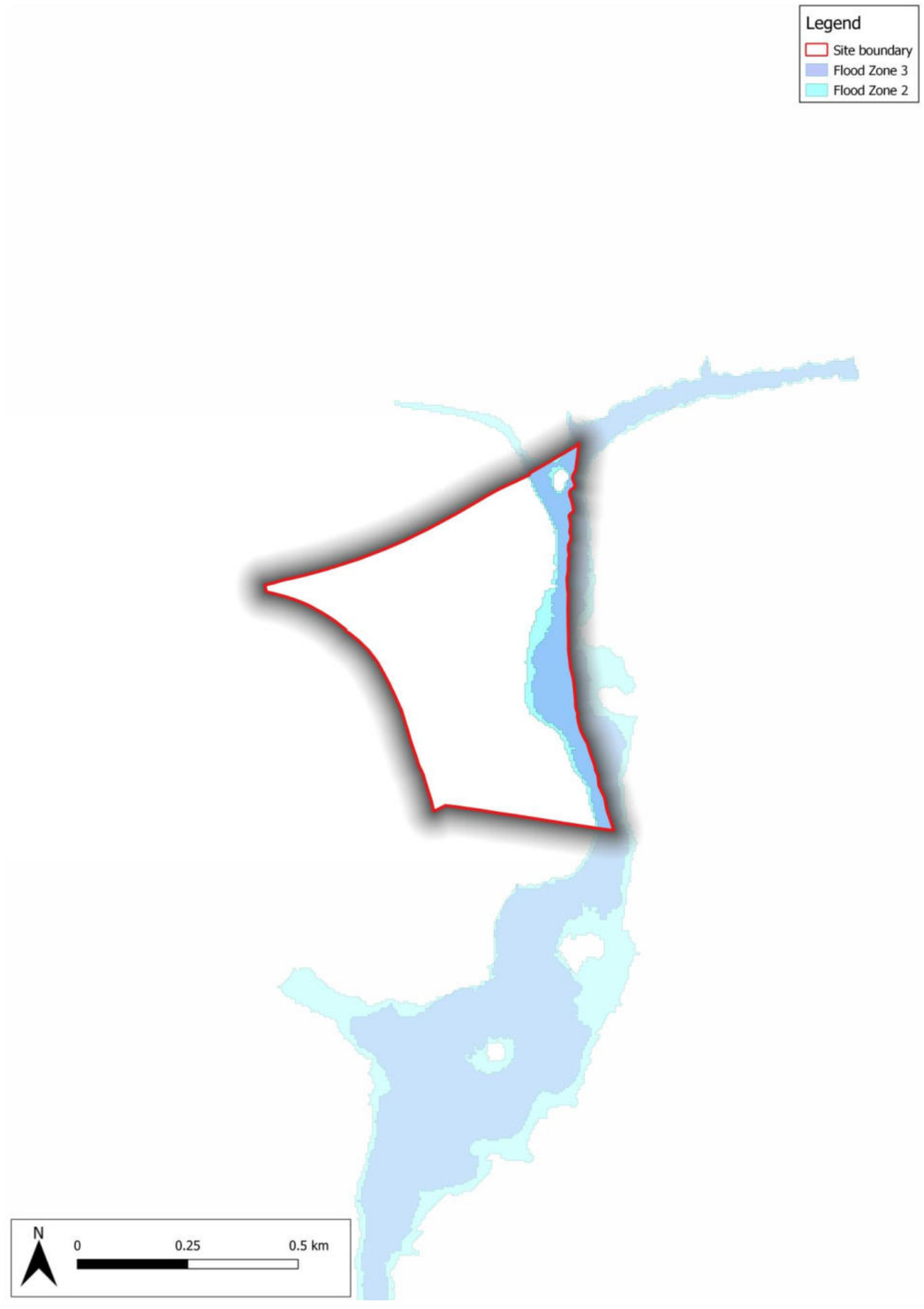
Potential Impact on Project (EI-B20)

Woodland W2 and an area of arable field as well as the length of Main Stell are all within flood zone 3, which is typically susceptible to periodic flooding. Soil moisture in flood risk zone 3 may be high throughout the winter with occasional flood events which could lead to significant areas of standing water being present at times.

The majority of the Site is outside of any flood zones and therefore seed and planting mixes for grassland enhancement and scrub and orchard creation do not need to be flood resistant. The landowner was consulted and the area of current arable land within the flood zone floods very occasionally and for short periods the species mixes in this area will also not need to be flood resistant.

Management of the areas within the flood zones will be adapted to complement seasonal flooding regimes, including incorporating remedial measures to be actioned where over poaching, pollution or invasive species may occur onsite.

Flood Risk Zone Plan (EI-F07)



Landscape Character and Designations

Summary of Landscape Character and Designations (EI-B21)

The site lies within the Tees Lowlands National Character Area (NCA). The statements of Environmental Opportunity provided by Natural England include:

- *SEO 1:* Protect and enhance the unique landscape of the Tees Estuary with its mosaic of internationally important intertidal, wetland and brownfield habitats.
- *SEO 2:* Incorporate semi-natural habitats within the farmed environment and use innovative farming techniques in order to improve the value of food provision alongside biodiversity, flood water storage capacity, and the ability of the landscape to adapt to the impacts of climate change.
- *SEO 3:* Ensure that there is a well-connected network of high-quality green infrastructure throughout the Tees Lowlands which will enable people to understand and enjoy the natural environment, as well as providing a range of other benefits including biodiversity enhancement, food provision and flood risk mitigation.

Some key characteristics relevant to this assessment include:

- *"Increasing the number of hedgerow trees, actively managing hedgerows using techniques such as coppicing and 'gapping up', and improving the connectivity of field boundaries."*
- *"Allowing the River Tees and its tributaries to re-engage with natural fluvial processes by restoring them to their natural courses where possible, maintaining vegetated buffers along watercourses to reduce sediment run-off, and protecting natural flood plains as permanent pasture in order to reduce the scale of flood risk downstream. "*
- *"Increasing the extent of woodlands along riverbanks for their landscape and nature conservation value, and managing existing woodlands to increase the value of their biodiversity and provide wood fuel for local use."*

The Site also falls within the Guisborough Lowlands Broad Local Character Area (LCA). The biodiversity guidelines for this area encourage:

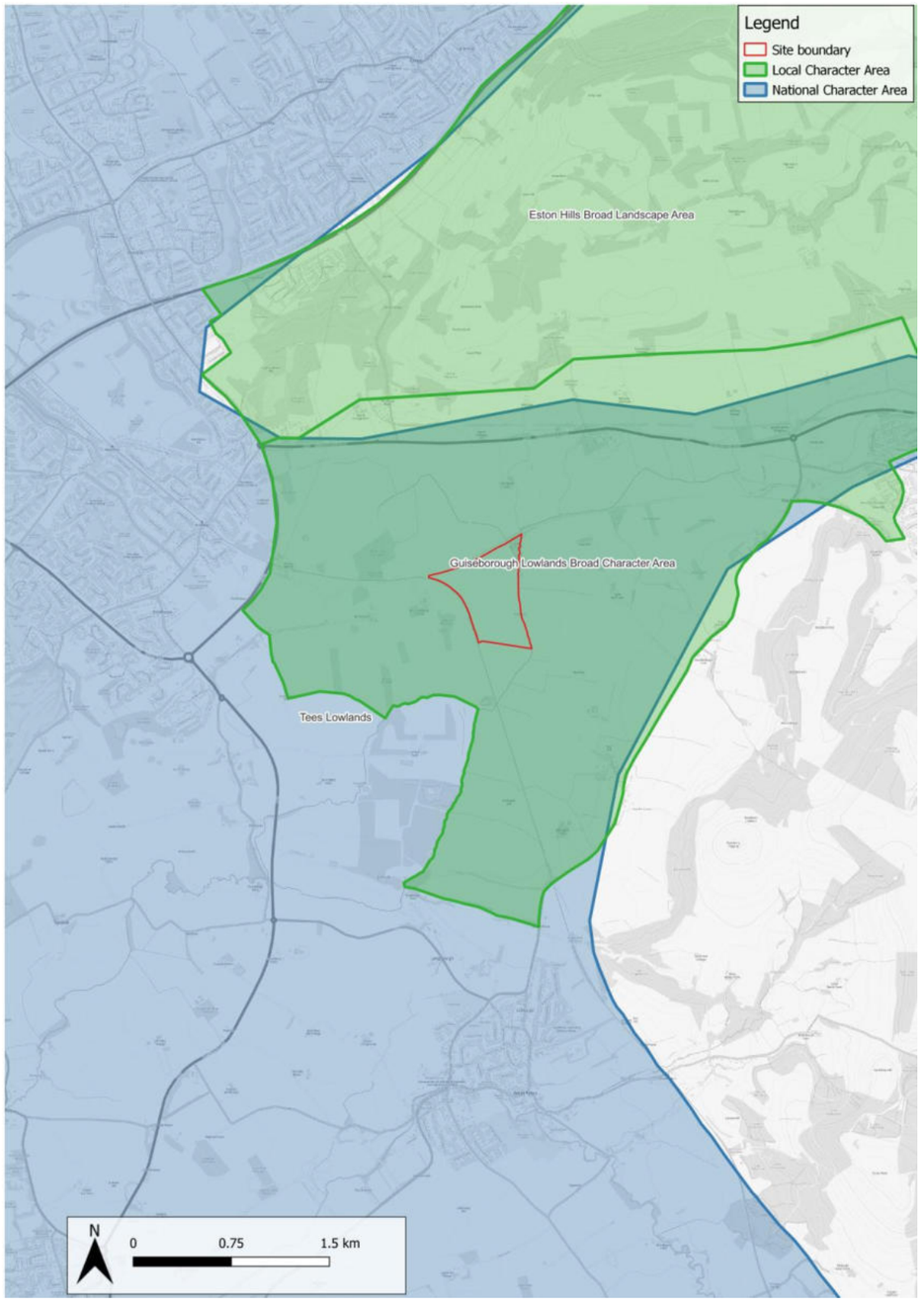
- *"Habitat creation and management in line with local Biodiversity Action Plan targets to complement local landscape character."; and*
- *"Management and restoration of existing hedgerows and extend pattern; include hedgerow trees"*

Potential Impact on Project (EI-B21)

This project includes opportunities to contribute to the NCA and LCA characteristics through the creation of mixed scrub and traditional orchard, as well as the long-term management of the site's floodplain including hedgerows and ditches, both of which will be maintained through appropriate management regimes. The proposals also include enhancements of woodlands, hedgerows and Main Stell, further contributing to the NCA targets.

The proposals will help to increase the resilient habitat networks within the local agricultural landscape and will provide benefits to biodiversity whilst maintaining and contributing to the character of the area.

Landscape Character and Designations Plan (EI-F08)



Historic Environment and Earth Heritage

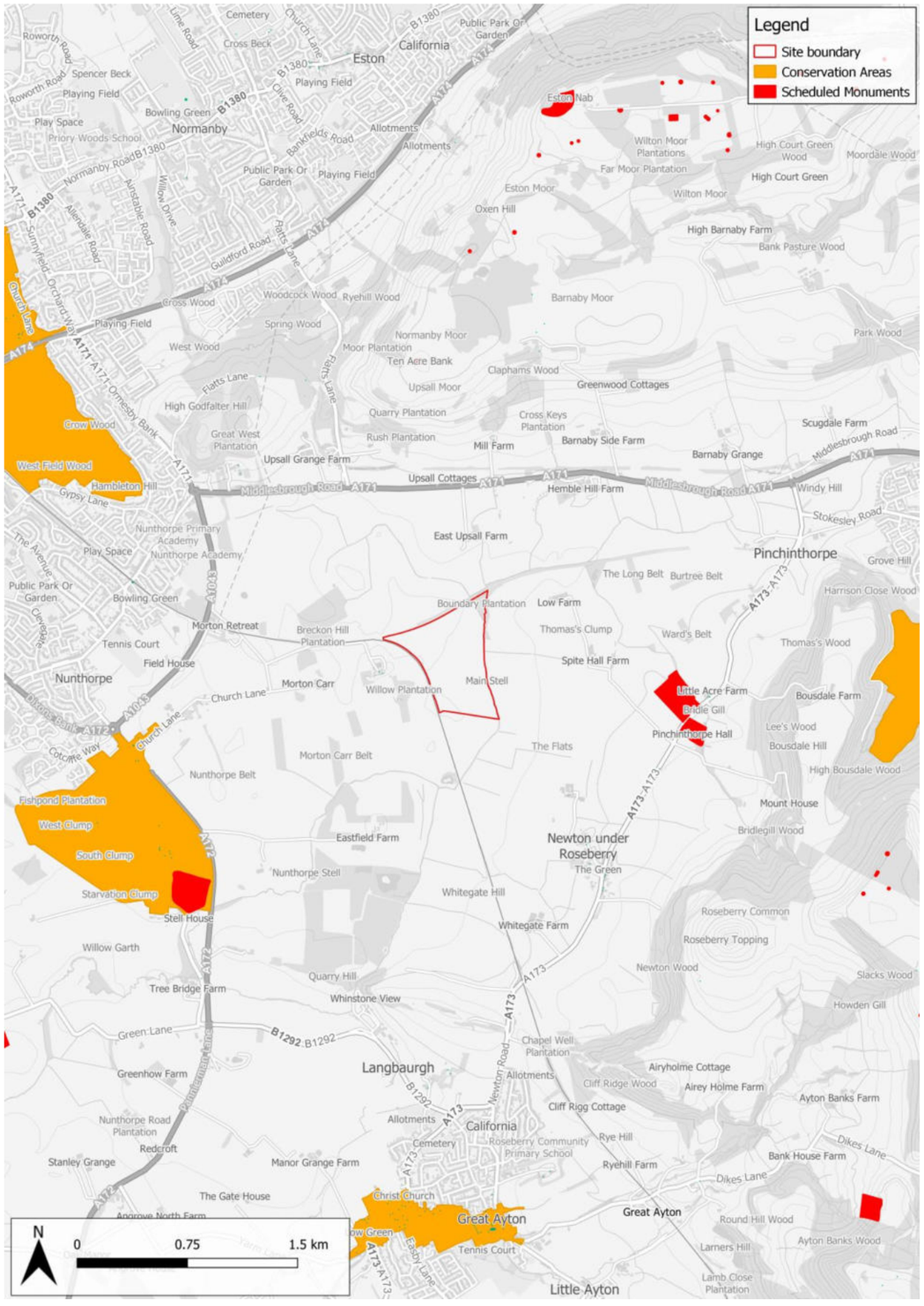
Summary of Historic Environment and Earth Heritage (EI-B22)

There are a number of listed buildings and scheduled monuments throughout the landscape surrounding the site area. The closest of these are a Medieval settlement remains and Pinchinthorpe Hall moated site & post-medieval gardens, located 1.1km and 1.2km east respectively.

Potential Impact on Project (EI-B23)

The project will not physically affect any scheduled monument or conservation area as these are all beyond the site boundary.

Historic Environment and Earth Heritage Plan (EI-F09)



3. Planned Management Activities

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

Management Plan Aims and Objectives PM-B01

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

This management plan will define the actions required to:

- Retain and enhance existing habitats,
- Create new habitats.
- Provide the principles for the ongoing management to achieve the management objectives for the duration of the project.

The proposed habitat creation will include the planting of a new scrub mosaic and an area of traditional orchard (a Tees Valley Priority Habitat) within the existing cropland fields, as well as the enhancement of existing grassland G1 and G2, woodlands W1 and W2, hedgerows H1-H3, and the onsite waterbodies including ditch D1, the tributary of Main Stell and Main Stell itself. All other habitats within the baseline (scrub, G3, lines of trees and individual trees) will be retained as they are. The habitat creation and enhancement are described in further detail below.

Proposed Management – Area Habitats

- Cereal crop compartments F1-F3 will be used to create an expansive area of mixed scrub, with part of F3 also being used to create an area of traditional orchard. These will be created using a diverse range of native scrub and tree species and managed to promote habitat heterogeneity and biodiversity throughout. The area of traditional orchard will maintain an open landscape providing views of the surrounding area. The scrub will be managed for wildlife, by creating glades/rides and well-developed edges by creating a buffer where tall tussocky grassland and scattered scrub areas can grow.
- Grassland G1, approximately 1.88ha of modified grassland in Poor condition, and Grassland G2, approximately 1.11ha of modified grassland in Moderate condition, will both be enhanced to other neutral grassland in Good condition. This will be achieved by overseeding with a native-species rich seed mix (Emorsgate Meadow Mixture for Loamy Soils) and through management to promote patches of bare ground between 1-5%, prevent scrub encroachment from nearby habitat creation, and create a varied structure sward height and structure, which will provide habitat for grassland invertebrates to complete their life cycles.
- Woodland W1, approximately 0.11ha of other broadleaved woodland in Poor condition (albeit at the top end of the 'poor' condition scoring band), will be enhanced to Moderate condition. This will be achieved by selective felling of the diseased ash trees which will then be left within the woodland, increasing the amount of deadwood and improving overall woodland health, as well as providing additional habitat for invertebrates and other wildlife.
- Woodland W2, approximately 0.99ha of lowland mixed deciduous woodland in Moderate condition, will be enhanced to Good condition. This will be achieved through localised felling / coppicing to improve the structure, focusing on non-native tree species, managing ash dieback, planting of native species and management to remove the areas of snowberry.

Proposed Management – Linear Habitats

Further proposed works will involve the improvement of existing linear habitat features including the hedgerows, ditch, Main Stell and Main Stell tributary:

<u>Hedgerows</u>

- Hedgerow H1a, a 0.25km length of native hedgerow associated with bank or ditch, will be enhanced to a species-rich native hedgerow with trees - associated with bank or ditch. The hedgerow is already in Good condition so the condition score cannot be improved further. This will be achieved through underplanting with shrubs and planting of standards at regular intervals which will increase the species diversity of the hedgerow.
- Hedgerow H1b, a 0.19km length of native hedgerow, will be enhanced to a species-rich native hedgerow with trees. The hedgerow is already in Good condition so the condition score cannot be improved further. This will be achieved through underplanting with shrubs and planting of standards at regular intervals which will increase the species diversity of the hedgerow.
- Hedgerow H2, a 0.16km length of native hedgerow, and Hedgerow H3, a 0.33km length of native hedgerow, both in moderate condition, will be enhanced to species-rich native hedgerows with trees, in Good condition. This will be achieved through underplanting with shrubs which will also reduce gaps and planting of standards at regular intervals which will increase the species diversity of the hedgerows. Traditional orchard planting in the existing adjacent cropland fields would further improve the undisturbed vegetation buffer strip of H2.

<u>Watercourses</u>

- Ditch D1, measuring 0.194km in length and in Poor condition, will be enhanced to Moderate condition through in channel planting to improve marginal vegetation cover while creation of scrub and tradition orchard on the surrounding fields should reduce run-off into the ditch, improving the water quality.
- The Tributary of Main Stell, measuring a total of 0.175km in length and in Fairly Poor condition, will be enhanced to Moderate condition.
- The Main Stell sub-reaches, measuring a total of 0.91km in length, were assessed as being in Moderate (SR1) and Fairly Poor (SR2-SR4) condition. Sub-reach SR1 will be enhanced from Moderate to Fairly Good through increased native in-channel and marginal planting. Sub-reaches SR2-SR4 will be enhanced to Moderate through the creation of mixed scrub on the existing adjacent arable field which will remove the negative multiplier of riparian encroachment as well cover of managed ground, channel and marginal plug planting would increase the

aquatic vegetation of the watercourse and provision of deadwood on the bank sides and in the channel, which would in turn increase the hydraulic process richness and natural features richness.

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

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

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

Principles Informed by Design Stage

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

Design Principles Informed by Baseline Information PM-B02

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

Landscape Character

The design of habitat creation and management will create habitats that accord and match with the Tees Lowlands National Character Area and its desired opportunities. Post delivery, the project will enhance the character area based on the Statements of Environmental Opportunity 1-3 of the Tees Lowland NCA.

Soils

The entirety of the Site is comprised of slowly permeable seasonally wet slightly acid but base-rich loamy and clayey soils. The species rich other neutral grassland will be created with a species mix suitable for loamy and clayey soils.

Hydrology

The eastern extent of the Site is on a floodplain of the Main Stell, classified in flood risk zone 3 with smaller areas of zone 2. The landowner confirmed that flooding was limited to the bank sides of Main Stell with some occasional flooding in field F2 due to a broken land drain. Mixed scrub creation in this area will improve the stability and structure of the soils in this area reducing surface runoff and therefore flood risk. Considering the low flood rate it is considered unlikely that any flooding will affect the long term condition of the created scrub.

Climate

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

Public Access

Two public footpaths pass through the Site. The proposals will support continued use of these through careful monitoring of habitat condition and maintaining access.

Habitat and Condition Targets PM-T01

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

<table>
<tr><th>Baseline Habitat Type</th><th>Target Habitat Type</th><th>Parcel / Feature Refs</th><th>Baseline Condition</th><th>Targeted Condition</th><th>Years to Targeted Condition</th><th>Condition Assessment Targets</th><th>Comments</th></tr>
<tr><td>Cereal crops</td><td>Mixed scrub</td><td>F1, F2, F3</td><td>N/A</td><td>Good</td><td>10</td><td>Good condition will be targeting by achieving a pass in criteria A, B, C, D and E.</td><td></td></tr>
<tr><td>Cereal crops</td><td>Traditional orchard</td><td>F3</td><td>N/A</td><td>Moderate</td><td>20</td><td>Moderate condition will be targeted by achieving a pass in criteria C, D, E, F, G, and H, Criterion A and B will not be targeted.</td><td>The requirements for standing deadwood and ancient/veteran trees within core criteria 1 & 2 will not be targeted in this young orchard habitat.</td></tr>
<tr><td>Modified grassland</td><td>Other neutral grassland</td><td>G1</td><td>Poor</td><td>Good</td><td>15</td><td>Good condition will be targeted by achieving a pass in criteria A, B, C, D, E and F.</td><td></td></tr>
<tr><td>Modified grassland</td><td>Other neutral grassland</td><td>G2</td><td>Moderate</td><td>Good</td><td>15</td><td>Good condition will be targeted by achieving a pass in criteria A, B, C, D, E and F.</td><td></td></tr>
<tr><td>Other woodland; broadleaved</td><td>Other woodland; broadleaved</td><td>W1</td><td>Poor</td><td>Moderate</td><td>10</td><td>Moderate condition will be targeted by gaining scores in the following criteria:
<table>
<tr><th colspan="2">Condition Assessment Criteria</th><th>Baseline Condition</th><th>Target Condition</th></tr>
<tr><td>A</td><td>Age Distribution of Trees</td><td>2</td><td>2</td></tr>
<tr><td>B</td><td>Herbivore Damage</td><td>3</td><td>3</td></tr>
<tr><td>C</td><td>Invasive Plant Species.</td><td>3</td><td>3</td></tr>
<tr><td>D</td><td>Number of Native Species in upper canopy (>5m)</td><td>2</td><td>2</td></tr>
<tr><td>E</td><td>Cover of Native Species</td><td>2</td><td>2</td></tr>
<tr><td>F</td><td>Open Space</td><td>3</td><td>3</td></tr>
<tr><td>G</td><td>Woodland Regeneration</td><td>2</td><td>2</td></tr>
<tr><td>H</td><td>Tree Health</td><td>2</td><td>3</td></tr>
</table></td><td>Ash trees with dieback will be cut down but left onsite as deadwood habitat.</td></tr>
</table>

						<table><tr><td>I</td><td>Vegetation & Ground Flora</td><td>1</td><td>1</td></tr><tr><td>J</td><td>Woodland Vertical Structure</td><td>1</td><td>1</td></tr><tr><td>K</td><td>Veteran Trees</td><td>1</td><td>1</td></tr><tr><td>L</td><td>Amount of Deadwood</td><td>1</td><td>2</td></tr><tr><td>M</td><td>Disturbance and enrichment</td><td>2</td><td>2</td></tr><tr><td></td><td>**Total (condition)**</td><td>**25 (poor)**</td><td>**27 (Moderate)**</td></tr></table>	
Lowland mixed deciduous woodland	Lowland mixed deciduous woodland	W2	Moderate	Good	20	Good condition will be targeted by gaining scores in the following criteria: <table><tr><th colspan="2">Condition Assessment Criteria</th><th>Baseline Condition</th><th>Target Condition</th></tr><tr><td>A</td><td>Age Distribution of Trees</td><td>2</td><td>2</td></tr><tr><td>B</td><td>Herbivore Damage</td><td>3</td><td>3</td></tr><tr><td>C</td><td>Invasive Plant Species.</td><td>2</td><td>3</td></tr><tr><td>D</td><td>Number of Native Species in upper canopy (>5m)</td><td>2</td><td>3</td></tr><tr><td>E</td><td>Cover of Native Species</td><td>1</td><td>3</td></tr><tr><td>F</td><td>Open Space</td><td>3</td><td>3</td></tr><tr><td>G</td><td>Woodland Regeneration</td><td>3</td><td>3</td></tr><tr><td>H</td><td>Tree Health</td><td>2</td><td>3</td></tr><tr><td>I</td><td>Vegetation & Ground Flora</td><td>2</td><td>2</td></tr><tr><td>J</td><td>Woodland Vertical Structure</td><td>2</td><td>3</td></tr><tr><td>K</td><td>Veteran Trees</td><td>1</td><td>1</td></tr><tr><td>L</td><td>Amount of Deadwood</td><td>3</td><td>3</td></tr></table>	

						M Disturbance and enrichment: 2 / 2 **Total (condition): 28 (moderate) / 33 (Good)**	
Native hedgerow – associated with bank or ditch	Species-rich native hedgerow with trees – associated with bank or ditch	H1a	Good	Good	10	Good condition will be targeted by achieving a pass in criteria A1, A2, B1, B2, C1, C2, D1, and D2.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge base (B1) and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1).
Native hedgerow	Species-rich native hedgerow with trees	H1b	Good	Good	10	Good condition will be targeted by achieving a pass in criteria A1, A2, B1, B2, C1, C2, D1, and D2.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge base (B1) and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1).
Native hedgerow	Species-rich native hedgerow with trees	H2	Moderate	Good	10	Good condition will be targeted by achieving a pass in criteria A1, A2, B1, B2, C1, C2, D1, and D2.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge base (B1) & canopy (B2), and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1).
Native hedgerow	Species-rich native hedgerow with trees	H3	Moderate	Good	10	Good condition will be targeted by achieving a pass in criteria A1, A2, B1, B2, C1, C2, D1, and D2.	Management to encourage a wider width (A2), underplanting with shrubs to fill gaps at hedge canopy (B2), and habitat creation on adjacent cropland will pass the undisturbed ground criteria (C1) and help reduce nutrient enrichment which will additionally pass C2.

Ditches	Ditches	D1	Poor	Moderate	4	Good condition will be targeted by achieving a pass in criteria A, C, D, E, G, and H. Criterion B and F will not be targeted.	It cannot be guaranteed that the ditch will be able to maintain the minimum summer water levels to pass criterion F, and it is not considered achievable to have >10 species of aquatic plants present to pass criterion B.
Other rivers and streams	Other rivers and streams	Main Stell	Moderate	Fairly good	2	Sub-reach SR1 of Main Stell was assessed as being in Moderate condition with the following proposed management necessary to enhance its condition to Fairly Good targeting the following River Condition Assessment criteria: **D1 – channel margin aquatic vegetation extent**: through additional planting. **D2 – channel margin aquatic morphotype richness:** through additional planting. **E1 – channel aquatic morphotype richness:** through additional planting. **E3 – channel bed hydraulic features richness:** through introduction of deadwood into the channel, which will in turn increase hydraulic features within the channel. **E4 – channel bed natural features extent:** As E3. **E5 – channel bed natural features richness:** As E3.	
Other rivers and streams	Other rivers and streams	Main Stell	Fairly poor	Moderate	2	Sub-reaches SR2-SR4 were assessed as being in Fairly Poor condition, with the following proposed management necessary to enhance its condition to Moderate targeting the following River Condition Assessment criteria: **B1 – bank top vegetation structure:** the creation of mixed scrub within the adjacent arable field. **B2 – bank top tree feature richness:** incorporation of woodpiles/large wood. **B5 – bank top managed ground cover:** conversion of the arable field to mixed scrub. This will also remove the riparian encroachment multiplier within the metric.	

						C2 – bank face riparian structure: through creation and/or securing of log piles and branches on the bank face. **D1 – channel margin aquatic vegetation extent**: through additional planting. **D2 – channel margin aquatic morphotype richness:** through additional planting. **E1 – channel aquatic morphotype richness:** through additional planting. **E2 – channel bed tree feature richness:** incorporation of large wood into the channel, this should in turn increase hydraulic and natural features within the channel. **E3 – channel bed hydraulic features richness:** through introduction of deadwood into the channel, which will in turn increase hydraulic features within the channel. **E4 – channel bed natural features extent:** As E3. **E10 – channel bed artificial features severity:** removal of large trash in the channel of SR4 of Main Stell.	
Other rivers and streams	Other rivers and streams	Tributary of Main Stell	Fairly poor	Moderate	2	Sub-reach SR1 of the tributary of Main Stell was assessed as being in Fairly Poor condition, with the following proposed management necessary to enhance its condition to Moderate targeting the following River Condition Assessment criteria: **B1 – bank top vegetation structure:** the creation of mixed scrub within the adjacent arable field. **B2 – bank top tree feature richness:** incorporation of woodpiles/large wood. **B5 – bank top managed ground cover:** conversion of the arable field to mixed scrub. This will also remove the riparian encroachment multiplier within the metric. **D1 – channel margin aquatic vegetation extent**: through additional planting. **D2 – channel margin aquatic morphotype richness:** through additional planting.	E3 and E4 are not directly targeted due to the potential failure in increasing the scores of this category however these are likely to also be improved with the proposed management.

						E1 – channel aquatic morphotype richness: through additional planting.	

Habitat Retention

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

Measures to be Implemented to Protect Retained Habitats PM-03

Within woodland W1 was a woodland pond in Poor condition. As this habitat is already in poor condition no management measures are required to maintain this baseline condition.

Along the bank sides of Main Stell were several areas of mixed, hawthorn and bramble scrub as well as grassland G3. All of these habitats were assessed as being in poor condition therefore no management measures are required to maintain this baseline condition. These habitats will eventually be incorporated in the proposed scrub in the adjacent field and will therefore be managed as part of this habitat mosaic.

Several individual (T1-T10) and lines of trees (LOT1 & LOT2) were located around the Site, none of which are proposed to be improved. However all trees onsite will be managed according to arboricultural best practice to preserve and maximise their natural lifespan where required. Following their natural lifespan these trees will be retained as standing and fallen deadwood features as ecologically value features for wildlife.

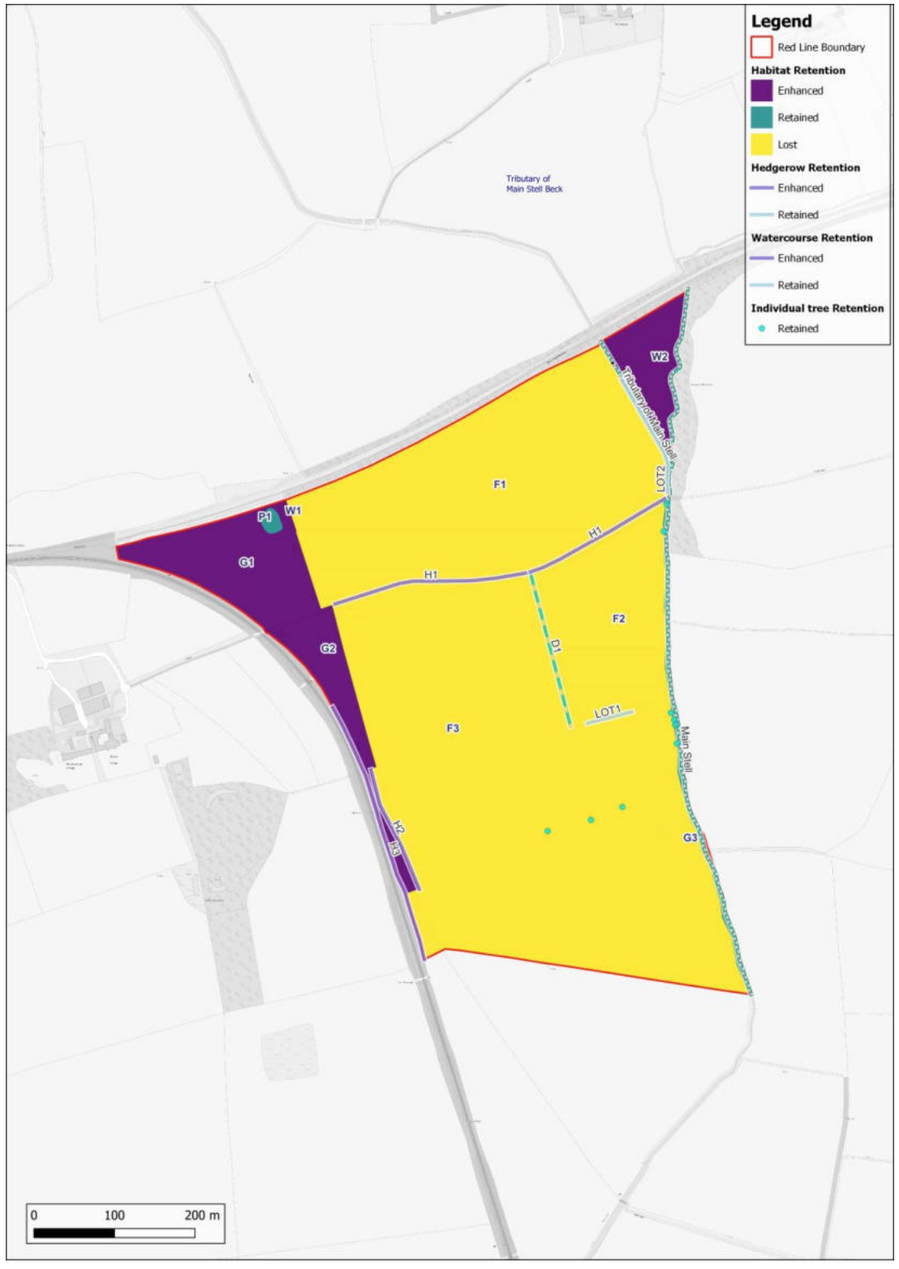
As the proposals are for habitat creation and management in order to create a habitat bank site, the risk of retained habitats being damaged intentionally or accidentally are relatively low. It is therefore not considered necessary nor appropriate to implement protective measures such as additional fencing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

Specification of Protective Measures to be Used PM-04

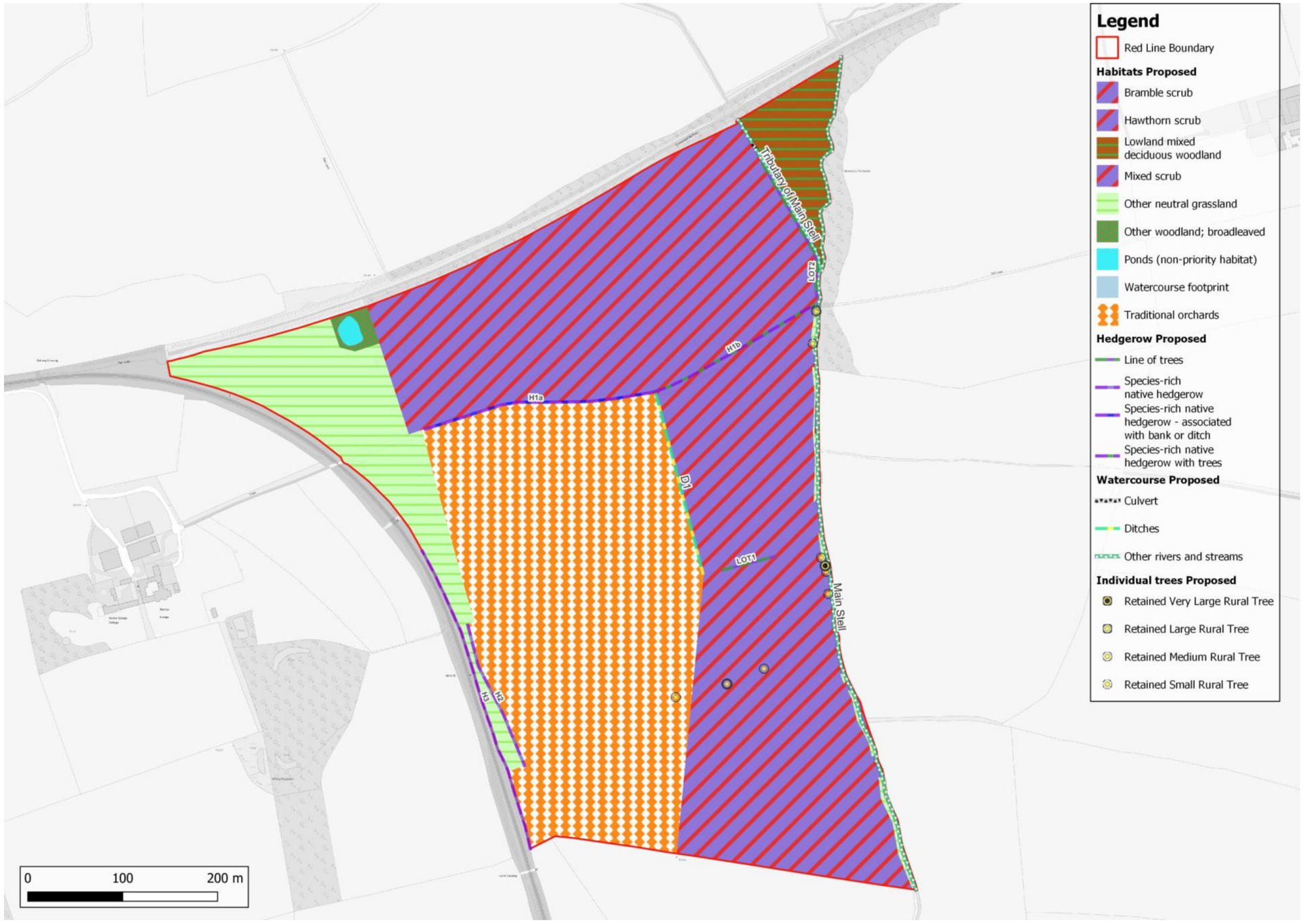
N/A

Habitat Retention Plan PM-F01

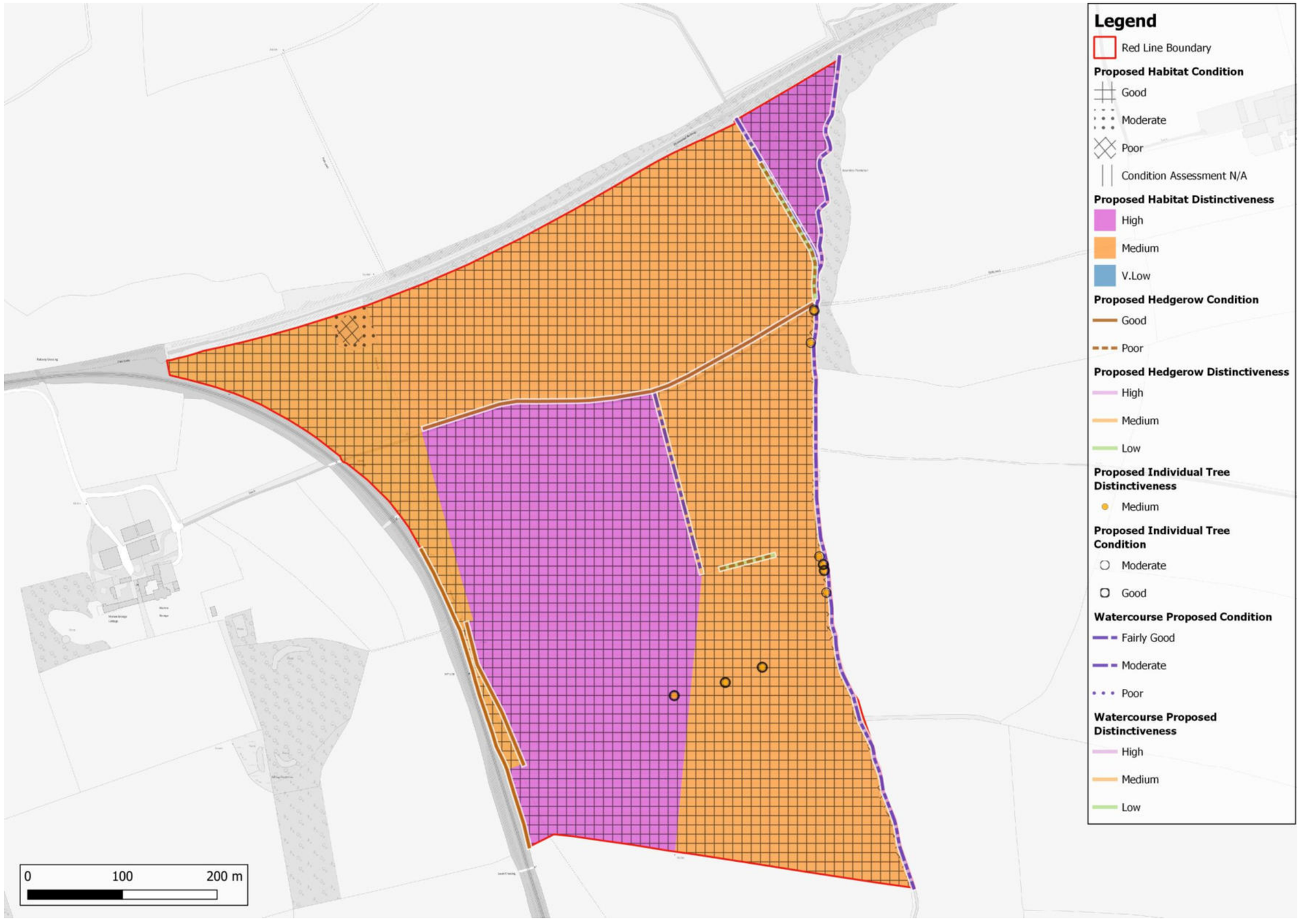
Provide a plan with the locations of habitats to be retained (including whether to be protected and, or, enhanced) and those to be created under this HMMP. Include parcel references if needed. Tick box if any additional plans are provided in the Appendices ☐ . Click or tap here to enter text.



Habitat Creation, Enhancement and Management Plan EM-F01



Proposed Habitats Condition and Distinctiveness Plan EM-F02



Creation, Enhancement and Management Targets and Prescriptions-Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat			Modified Grassland G1 & G2 - Other Neutral Grassland in Good Condition – Creation/Enhancement	
Condition Assessment Criteria	**Targeted**	**Relevant Parcels**	**Enhancement Approach**	**Management Approach**
The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. **Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.**	Yes	G1 & G2	The existing modified grassland fields will be enhanced through the introduction of the agreed native species-rich neutral grassland seed mix (Emorsgate Meadow Mixture for Loamy Soils) or the application of green hay from an agreed donor site which supports the desired sward (if one can be identified in close enough proximity to the site). This adaptive management response is considered the most appropriate way to boost the diversity of the grasslands present onsite.	The grasslands will be managed in the long-term through either hay management or grazing. The grasslands will be monitored and the method of management will be amended as required over the 30-year period to that which achieves the condition aims and ensures continued nutrient stripping. If grazing, livestock will be removed where over-poaching occurs. Utilising both management methods will enhance both species and sward structure diversity. Monitoring will track the sward diversity and may influence the density of grazing where necessary to promote structural diversity in the sward or the requirement to leave a proportion of the sward unmown on rotation from year to year.
Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	G1 & G2	Selected seed mix/green hay sowing will help to boost diversity, promoting to a greater sward diversity.	
Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	G1 & G2	N/A	Hay-cut and/or grazing management will help create areas of bare ground. Alternatively, additional areas can be artificially introduced where necessary/appropriate.
Cover of bracken *Pteridium aquilinum* less than 20% and cover of scrub (including bramble) less than 5%.	Yes	G1 & G2	Regular mowing or grazing management will prevent scrub and bracken from establishing. Regular monitoring will track where scrub or bracken encroachment has occurred and will trigger remedial action where necessary.	
Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area. If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.	Yes	G1 & G2	N/A	Fertiliser input onto the site should be avoided throughout the life of this management plan to prevent the soil condition becoming favourable for pernicious species. Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.
There are 10 or more vascular plant species per m^2 present, including forbs that are characteristic of the habitat type.	Yes	G1 & G2	Seeding with a species-rich mix will increase the number of the species within the sward while management through hay cutting will help to increase and maintain diversity within the sward.	

Note – this criterion is essential for achieving Good condition for non-acid grassland types only.			Ongoing management will continue to drive down nutrients through cut and collect management, further boosting sward diversity over time. Regular monitoring will track the number of species present and additional seed will be applied or an alternative management intervention will be applied, where considered necessary.

Grassland (Medium, High, and Very High Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Management – Wildflowers – Green Hay OR seed mix	G1 & G2	Establishment Works (1 year)	Cut the grass as short as possible between late-July and September (ideally late August), removing all the hay. Scarify the grassland using a disc and/or chain harrow three times in immediate succession, in a different direction each time, to expose no more than 25% bare ground. Apply green hay. Once a suitable donor site has been selected (the donor site should be as local as possible), a green hay crop should be cut and collected as wildflowers and grasses at the donor site start to shed their seed (typically late July to Early August). The green hay crop should be cut and collected using a drum or disc mower. A mower conditioner should not be used. A forage harvester can be used to collect the hay, or the hay can be baled. The hay must be transferred and spread the same day that it is collected. If a baler is used, it should be transferred to the receptor site for spreading within an hour of being baled. The green hay should ideally be cut and transported on a cool and cloudy day. If the green hay has been collected using a forage harvester, it should be blown directly into a muck spreader, and this can be used to spread the hay on the receptor site. If bales have been collected, the green hay can be spread using a muck spreader, by hand, with a chopper or with a hay turner[2]. **OR** If seed mix sowing is the chosen method, take an annual hay cut from the fields as normal (July to August). Following this cut, chain harrow the grasslands three times in succession and in a different direction each time to create bare ground where seed can establish (aiming for approx. 60% bare ground). Broadcast the seed mix. Emorsgate Meadow Mixture for Loamy Soils will be used, with seed sown at a rate that is recommended by the supplier. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded. After sowing, seed will be bedded in by rolling. The selected seed mix or green hay must contain yellow-rattle to help reduce competitiveness of existing grasses.
Aftercare – Seed Mix Planting (if required)	G2 & G3 **(if required)**	Establishment Works (1 year) (if required)	Initiate a long-term management. This will either include low-density extensive grazing, hay-cutting regime or a mix between the two management styles as dictated by adaptive management monitoring. If hay-cutting, take a spring hay crop and then allow the sward to establish over summer, with no cuts between March and August. Take a late summer (late July/August) hay crop at the first opportunity that weather conditions allow and after wildflowers have been

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

			allowed to set seed (particularly annual species). Exact cutting dates will be determined by weather conditions, and all cuts should be collected to reduce nutrient availability. Rides will be cut through the grassland by cut and collect cutting no more than 75% per annum to leave longer areas of benefit over winter for wildlife. These areas will be varied annually to ensure overall expected condition is maintained. Or Introduce low-density, extensive grazing at a stocking density of no more than 0.5LU/ha. Grazers will be taken off the field in summer between late April/early May through to early/mid-August to allow grassland to set seed, if required. This will additionally benefit ground nesting birds. Grazing through the winter will help reduce scrub encroachment from the neighbouring created mixed scrub. However, ground conditions to be monitored throughout the winter and where excessive poaching occurs (>5% of grassland) livestock should be removed. During the summer, monitor for cover of pernicious weeds and introduce remedial measures where these begin dominate.
Short-term Management	G2 & G3	Year 2-5	Continue to manage by annual hay cuts or low-density, extensive grazing unless a management review indicates a need to manage otherwise to ensure that the condition of the grassland is maintained. Review of livestock density as part of monitoring annually. Where condition is improving maintain grazing density or reduce if condition is stable or declining.
Long-term Management	G2 & G3	Year 5+	In years 5-30, continue to manage through annual hay-cutting or low-density extensive grazing. Continue to manage in perpetuity unless a management review indicates a need to manage otherwise to ensure that the condition of the grassland is maintained. Where pernicious and/or invasive weed species establish despite sympathetic grazing, they will be managed through strimming or hand-pulling prior to setting seed, typically in late summer. Where this management does not prove effective, stands of pernicious and/or invasive weeds will be spot treated using glyphosate spray as appropriate.
Supplementary Seeding	G2 & G3	As required	Spread supplementary UK sourced native wildflower seeds, from a local supplier where possible, or green hay as necessary in response to poor uptake of establishment by broadcasting seeds, plug plants or green hay of a nearby species rich meadow on similar soils. Sowing to be undertaken following the above prescriptions, with the ground scarified before sowing is undertaken in still wind conditions when the soil is saturated but not flooded. Plug-planting of target species can also be considered where deemed appropriate during adaptive management monitoring reviews.

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

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

What Does Success Look Like? (GH-F01)

Mixed Scrub (Medium Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat					
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Creation Approach**	**Management Approach**
A	The parcel represents a good example of its habitat type - the appearance and composition of the vegetation closely matches its UKHab description (where in its natural range). - At least 80% of scrub is native, - There are at least three native woody species, - No single species comprises more than 75% of the cover (except hazel *Corylus avellana*, common juniper *Juniperus communis*, sea buckthorn *Hippophae rhamnoides* (only in its restricted native range), or box *Buxus sempervirens*, which can be up to 100% cover).	Yes	F1-F3	F1-F3 will be planted up with a minimum of five native woody species, ensuring that vigorous/fast growing species are avoided or planted at lower densities.	Scrub will be managed through a combination of rotational coppicing undertaken every five years, with no more than a quarter of the total scrub area of the site cleared at any one time and pruning depending on the species. Hawthorn and blackthorn will be managed through regular pruning following establishment to prevent them becoming too tall and dominating the canopies of scrub blocks. These species will also be selectively thinned where it is considered appropriate. The remaining species will be brought under a 20-year rotational cycle whereby a large areas of the of scrub will coppice every 20 years. Where appropriated, scrub will be coppiced through selective thinning of blocks to ensure that the coppicing does not lead to one species dominating more than 75% of the canopy of the remaining scrub block. These two different management approaches will help to create a structurally diverse habitat.
B	Seedlings, saplings, young shrubs and mature (or ancient or veteran) shrubs are all present.	Yes	F1-F3	N/A	Rotational coppicing and the pruning of scrub will ensure that diverse age ranges are present across the site. Individual scrub blocks will be rotationally coppiced as well to ensure that in addition to the site wide resource of scrub supporting a diverse age range, this will also be the case within each scrub block present across the site.
C	There is an absence of invasive non-native plant species (as listed on Schedule 9 of WCA) and species indicative of suboptimal condition6 make up less than 5% of ground cover.	Yes	F1-F3	No fertiliser will be used during planting of the scrub to prevent eutrophication of the soil. All scrub planting will utilise native species only.	Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.
D	The scrub has a well-developed edge with scattered scrub and tall grassland and or forbs present between the scrub and adjacent habitat.	Yes	F1-F3	Scrub management will allow for edges to develop through self-seeding.	Scrub edges will be managed in accordance with adjacent grassland habitats with an annual hay cut. Rotational coppicing of scrub blocks will aim to create scalloped edges and bays along the boundaries between scrub and grasslands to maximise the ecotone habitats present.
E	There are clearings, glades or rides present within the scrub, providing sheltered edges.	Yes	F1-F3	Scrub planting will include clearing between blocks of scrub to grow up and establish glades within the mature vegetation. This will include the PRoW	Rotational coppicing will aim to maintain clearings throughout scrub blocks to ensure these remain continuously present, albeit in different locations within each scrub blocks after each coppicing year. Rides will be maintained through the annual grazing or mowing management employed elsewhere onsite to manage grasslands.

				footpaths that will pass through the scrub habitat.	

Mixed Scrub (Medium Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Fence off areas of scrub planting (only if grazing management is used)	F1-F3	Establishment Works (1 year)	Fences are already in place around the onsite grasslands however these will need to be maintained to exclude any grazing of young scrub.
Selective thinning of existing scrub	F1-F3	Establishment Works (1 year)	Selective thinning of stands will aim to create scattered open glades, aiming for a 70-80% total coverage of scrub across this habitat and to allow light to reach the ground and promote regeneration of seedlings and saplings. Selective clearing of scrub edge (roughly 1/3 to 1/5) down to ground will also help to reduce dominance of species such as blackthorn and hawthorn and promote regeneration of young shrubs/herb edge.
Ground Preparation	F1-F3	Establishment Works (1 year)	Apply herbicide to control weed growth/docks prior to planting (if required). An appropriate herbicide will be selected by an appropriately qualified contractor. Any chemicals will be used in accordance with the product label. Particular sensitivity will be applied when working near to the onsite water courses.
Introduce native scrub whip planting	F1-F3	Establishment Works (1 year)	Planting will be undertaken extensively within newly proposed scrub mosaic. The seedbed will be prepared as deemed the most appropriate by the management contractor, which may include cultivating the ground. Evidence of existing soil compaction will be remediated before planting to ensure the soil is able to support establishment and growth. Native scrub species planted between November and March in naturalistic pattern including gaps for glades/rides/clearings (covering 70-80% of total area) and protected from rabbits with spiral guards as conditions on site require. Scrub planting will aim at approximately 1,000 2-year old, bare-root whips per ha. Group planting will be employed with 1-3 species of similar growth rates planted together. Hawthorn and blackthorn will be planted in small single species clumps through the scrub blocks, ensuring that blocks of each species are sufficiently spaced apart to prevent either dominating the canopy. Honeysuckle planting will be undertaken intermittently between scrub plants within rows. Scrub planting will as far as possible be designed to create significant areas of edge habitats and structural diversity including clearings and glades. This will target 20-30% open space. The planting pit dug will be a shallow square, larger than the root ball of the whip. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. It will be important to ensure the tree is not planted lower than the surrounding ground level. The aim of planting will be to ensure that the level that the tree base meets the soil level will be slightly above ground level, aiming for 25mm above. Spiral guards and canes will be installed around establishing whips to prevent them becoming browsed.

Establishment – Weed suppression if required	G1(Sc3), Sc1 and Sc2	Following Establishment Works (1 year) to year 5	Spray a 1m diameter circle around each tree using an appropriate herbicide, glyphosate is typically used. Typically, one application is made in spring and, depending on the vigour of the weeds, another in mid-late summer. Particular sensitivity will be applied when working near to the onsite water courses.
Spot treating pernicious weeds	G1(Sc3), Sc1 and Sc2	Year 2-5	Spot treatment of species indicative of sub-optimal condition will be undertaken on existing scrub blocks in year 1 to reduce the competitiveness of pernicious species. This will be undertaken again in years 2-5 as required.
Long-term Management	G1(Sc3), Sc1 and Sc2	Year 9+	Review of livestock density as part of monitoring annually. Where livestock grazing is damaging scrub growth, diversity or ecotone establishment, temporary fencing may be required to protect scrub compartments. Monitoring required to ensure scrub diversity and structure is maintained, with professional ecological advice being sought where particular species have failed to establish.

Mixed Scrub (Medium Distinctiveness) Species Lists (GH-T03)

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

What Does Success Look Like? (GH-F01)

Traditional Orchard (High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

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

	browsing, bark stripping or rubbing on non-adjusted ties.				
F	Grassland is not overgrazed, poaching is not evident around the trees, with no more than 10% of trees poached under the canopy.	Yes	F3	N/A	The orchard will be managed through a hay-cut. Monitoring will track any signs of over grazing or poaching and stocking densities will be adjust as required.
G	Species richness of the grassland is equivalent to a medium, high, or very high distinctiveness grassland.	Yes	F3	The field will be prepared prior to the sowing of a native species-rich grassland seed-mix to encourage the establishment of a sward analogous to other neutral grassland.	The grassland will be managed in accordance with other areas of species-rich grassland across the site to include hay-cutting.
H	There is an absence of invasive non-native plant species (as listed on Schedule 9 of WCA3) and species indicative of suboptimal condition4 make up less than 10% of ground cover.	Yes	F3	N/A	Regular monitoring will track the presence of invasive non-native species or those indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.

Traditional Orchard (High Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Ground preparation and sowing of species-rich grassland	F3	Establishment Works (1 year)	The seedbed will be prepared as deemed the most appropriate by the management contractor, likely to be cultivating the ground. Broadcast green hay or an agreed seed mix in accordance with prescriptions provided above for other neutral grasslands in G1 and G2. Sow when the soil is saturated but not flooded in still wind conditions. Roll the seed after sowing to bed it in. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded.
Grassland Aftercare Management	F3	Establishment Works (1 year)	Manage grasslands in accordance with prescriptions provided above for other neutral grasslands in G1 and G2. This will include annual hay-cuts, low-density extensive grazing or a mix of the two methods as deemed the most appropriate.
Tree planting	F3	Establishment Works (1 year)	In the winter following grass seed sowing, fruit trees will be planted. Trees should be sought from a reputable local supplier and contain a variety of trees from the Rosaceae family, primarily apple *Malus sp*. Trees will be planted where there is sufficient space for them to grow to full maturity with 8-10 m between rows and 7-9 m between trees within the rows. Bare-rooted fruit trees should be planted from November to March with at least 100 trees planted per hectare. The planting pit dug will be a shallow square, no more than 50cm deep and dug immediately before planting to prevent it filling with water. The base of the planting pit will be broken up to encourage aeration to the depth of a garden fork prior to tree planting. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. Existing sub soils and top soils should be kept separate during excavation, with the subsoil backfilled first before topping with topsoil. Lightly firm down the back fill, avoiding compaction.

			The tree should be placed in the hole, so the root collar is level with the top of the hole. After planting, trees will be watered if deemed necessary by the management contractor. Trees within the orchard area will be fenced to protect from grazing livestock and deer.
Aftercare	F3	Years 2-5	Trees will be watered regularly during their first year after planting where soil becomes dry. Plantings will be inspected quarterly through the first two growing seasons following planting, with any failures replaced in the next planting season. Weeds can be controlled around the bases of trees and shrubs using non-residual herbicide during establishment. The use of herbicides will be avoided thereafter unless strictly necessary. The aim will be to keep a 1-1.5m weed free diameter around the tree for the first 2 years after planting.
Grassland management	F3	Year 5+	During establishment, the orchard will be fenced and mown 1-2 times a year when weather conditions allow on a flexible basis from July onwards. If site and sward conditions allow, a late season cut should be taken one year in four from late August to September. In all cases arisings should be removed, to remove additional nutrients. Following establishment of the fruit trees, fencing can be removed and the grassland subject to the same long-term management as the other neutral grassland in G1 and G2.
Pruning	F3	Year 3+	Formative pruning should be undertaken from the first winter using hand tools to ensure the growth and shape of the tree. Maintenance pruning will be required in subsequent years to ensure continued crops of fruit. Specialist arboricultural advice should be sought on the specifics of orchard pruning.
Maintenance	F3	Year 7+	Scrub control should be ongoing from year 7 to ensure the cover of scrub is <10%, using hand-tools including brush cutters and chainsaws. Small areas of scrub will however be encouraged as this can boost diversity and this measure will only seek to prevent it becoming dominant.

Orchard Species Lists (OR-TO3)

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

Orchard Fruit Trees

Common Name	Scientific Name	Abundance %	Comments
Apple	*Malus domestica*	20%	Plant at least 8-10m between rows and 7-9m in the row at planting density of 100-150 trees/ha.
Plum	*Prunus domestica*	20%	Plant at 6-8m spacing and planting density of 185-260 trees/ha.
Pear	*Pyrus communis*	15%	Plant 10-20m apart and planting density of 100-150 trees/ha.
Wild Cherry	*Prunus avium*	15%	Plant at 10-12m spacing and planting density of 100-150 trees/ha.
Damson	*Prunus domestica subsp. insititia*	10%	Plant at 6-8m spacing and planting density of 185-260 trees/ha.
Quince	*Cydonia oblonga*	5%	Plant 10-20m apart and planting density of 100-150 trees/ha.
Walnut	*Juglans regia*	5%	Plant at 10-12m spacing and planting density of 100-150 trees/ha.
Hazelnut (Cobnut)	*Corylus avellana*	5%	Plant at least 5m spacing or about 400 trees per ha.
Rowan	*Sorbus aucuparia*	5%	Plant at least 5m spacing or about 400 trees per ha.

Neutral Grassland

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

Other Supporting Information

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

What Does Success Look Like? (OR-F01)

Hedgerows (High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat				Native hedgerow associated with bank or ditch H1a – Species-rich native hedgerow associated with bank or ditch with trees in good condition – Enhancement (distinctiveness enhancement) Native hedgerow H1b – Species-rich native hedgerow with trees in good condition – Enhancement (distinctiveness enhancement) Hedgerow H2 – Species-rich native hedgerow with trees in good condition – Enhancement Hedgerow H3 – Species-rich native hedgerow with trees in good condition – Enhancement	
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Enhancement Approach**	**Management Approach**
A1	Height >1.5 m average along length	Yes	H1-H3	Hedgerows onsite already above 1.5m in height on average across length.	Management will support and promote the continued growth of the hedgerow structure and diversity. This will target bushy, outgrown hedgerows. Hedgerows will be trimmed annually, with only one side of each hedgerow will be cut each year, allow the hedgerows to develop and mature over time.
A2	Width >1.5 m average along length	Yes	H1-H3	All hedgerows onsite were less than 1.5m in width on average across length. The hedgerows will be enhanced through management promoting growth and underplanting to widen.	
B1	Gap between ground and base of canopy <0.5 m for >90% of length	Yes	H2	All hedgerows onsite already satisfy this criterion with the exception of H2. Gaps in this hedgerow will be planted up with a range of native tree and shrub species, targeting at least 5 species per 30m on average.	Management will support and promote the continued growth of the hedgerow structure and diversity. Monitoring of grazing intensity onsite will check for browsing on the understorey of hedgerows, to ensure vertical gaps don't develop.
B2	Gaps make up <10% of total length; and No canopy gaps >5m.	Yes	H1-H3	Hedgerow gaps will be planted up with a range of native tree and shrub species, targeting at least 5 species per 30m on average.	Management to ensure species diversity is maintained along the hedgerow length, replacing specimens on a like of like basis where failures occur or gaps form. Monitoring of browsing impact on the hedgerows, to check certain species aren't adversely impacted.
C1	>1 m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: · Measured from outer edge of hedgerow; and · Is present on one side of the hedgerow (at least).	Yes	H2 & H3	Hedgerow buffers to be enhanced by the habitat creation in field F3 and enhancements in G2.	N/A – management of adjacent grassland with an annual hay-cut and after math grazing (H3), alongside the adjacent creation and management of traditional orchard (H2 & H3) will complement this criterion and boost the diversity of hedgerow ground flora.
C2	Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	No	N/A	While it is considered that the appropriate management of grassland compartment G2 will help to reduce undesirable species onsite, this criterion has not been targeted due to the inherent risks associated with achieving it.	

D1	>90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule 9 of WCA3) and recently introduced species.	Yes	H1-H3	All hedgerows onsite already satisfy this criterion. Additional hedgerow planting will only involve native tree and shrub planting.	Regular monitoring and management will be implemented to ensure non-native and invasive species do not grow within the hedgerows or associated ditches and grassland buffers.
D2	>90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Yes	H1-H3	All hedgerows onsite already satisfy this criterion. The site is private and therefore will not be impacted by any human activities other than the favourable management measures proposed which will not lead to hedgerow damage.	

Hedgerows (High Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Hedge planting of existing gaps	H1-H3	Establishment Works (1 year)	Native trees and shrub species will be planted in two staggered rows approximately 30cm apart, aiming to plant around 4-6 plants per metre. New planted should be protected with canes and spiral guards to prevent being browsed in the early stages. Overall, a minimum average of 5 species per 30m should be achieved along hedgerow. Any evidence of existing soil compaction along the hedgerow will be remediated before planting to ensure the soil is able to support new growth. Small planting pits will be dug as shallow squares with the base of the planting pit will be broken up to encourage aeration to the depth of a garden fork prior to planting. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. Existing sub soils and top soils should be kept separate during excavation, with the subsoil backfilled first before topping with topsoil. Lightly firm down the back fill, avoiding compaction. It will be important to ensure that plants are not planted lower than the surrounding ground level. The aim of planting will be to ensure that the level that the tree/shrub base meets the soil level will be slightly above ground level, aiming for 25mm above. After planting, water the any areas of new hedgerow/tree planting. Hedgerow bases will be mulched using wood chippings or back. Mulching will aim for a 1m diameter around the trees to prevent weed establishment. The depth of the mulch will be between 50-75mm.
Hedge planting of standards	H1-H3	Establishment Works (1 year)	One native tree standard will be planted at regular intervals along the lengths of hedgerows to ensure the hedgerow will be enhanced to a hedgerow with trees. Where possible the trees should be planted in existing gaps, ensuring there is sufficient space for them to grow to full maturity (around 20m between each tree). Selection should also be mindful of underground services and >5m offset from any underground services should be followed. Planting to follow prescriptions above.
Management – Weed Control	H1-H3	All Years	The hedgerow buffers should be monitored for the prevalence of species indicative of sub-optimal condition, bracken, and scrub. The use of herbicides to control pernicious species such as thistles and nettles should be avoided as it will harm other broad-leaved plants. Targeted strimming before seeds set should be introduced over successive years with all arisings removed, where this is not successful spot treatment with herbicide should be implemented as a last resort. Monitoring will take place between April and September.
Long Term Management	H1-H3	Year 5+	Hedgerows will be managed on a rotational basis with ½ the total hedgerow resource cut each year, during late winter, after fruiting and prior to the bird nesting season (March). Hedgerows will be cut to a width of at least 2m wide and a minimum of 2-3m in height, avoiding

		Hedgerow Management (November – February)	damaging trees. Where species die back in the hedge, they should be replaced on a like for like basis to maintain woody species diversity. Monitoring for invasive species, natural tree loss and undesirable species will be required to ensure that the hedgerows maintain their function, structure and diversity onsite.

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

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

What Does Success Look Like? (GH-F01)

Ditch (Medium Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

Target Habitat				Ditch D1 – Ditch in moderate condition – Enhancement The ditch will also be enhanced through the reduction of encroachment as the site is taken out of intensive management.	
Condition Assessment Criteria		**Targeted**	**Relevant Parcels**	**Enhancement Approach**	**Management Approach**
A	The ditch is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution.	Yes	D1	During the baseline survey the ditch water was turbid, likely due to run off from the surrounding arable fields after the recent heavy rain. Mixed scrub creation on these fields will stabilise the soil structure and reduce run off, enhancing the water quality.	Management of the surrounding fields as a mixed scrub habitat mosaic will stabilise the soil and reduce run off into the ditch, reducing turbidity. Fertiliser and herbicide application will cease across the site which will prevent run-off from entering the ditch leading to eutrophication. Monitoring of the ditches will check for signs of pollution and implement remediation measures where appropriate to restore.
B	A range of emergent, submerged and floating-leaved plants are present. As a guide >10 species of emergent, floating or submerged plants present in a 20 m ditch length.	No	N/A	This criterion is not targeted due to the high risk of failure in passing.	
C	There is less than 10% cover of filamentous algae and or duckweed Lemna spp. (these are signs of eutrophication).	Yes	D1	N/A	Fertiliser application will cease across the Site which will prevent run-off from entering the ditches leading to eutrophication that can lead to algal blooms or the establishment of duckweed.
D	A fringe of aquatic marginal vegetation is present along more than 75% of the ditch.	Yes	D1	Clearance of existing grassland vegetation and individual hawthorn bushes along the marginal areas of the ditch may however help plants to naturally colonise, boosting diversity to some degree.	Scrub vegetation within the adjacent habitat will be controlled to ensure that it does not encroach onto ditch D1, outcompeting marginal vegetation. Monitoring to review species diversity and introduce remedial measures such as targeted strimming and/or plug-planting as required.
E	Physical damage is evident along less than 5% of the ditch, with examples of damage including: excessive poaching, damage from machinery use or storage, or any other damaging management activities.	Yes	D1	N/A	Monitoring will take place during grazing periods, with buffers on the ditches applied were signs of over grazing or trampling as present.
F	Sufficient water levels are maintained - as a guide a minimum summer depth of approximately 50 cm in minor ditches and 1 m in main drains.	No	N/A	It is considered that the current structure and function of ditch D1 will make it unsuitable to hold the relevant water levels throughout the season.	N/A

G	Less than 10% of the ditch is heavily shaded.	Yes	D1	This ditch already passes this criterion.	Monitoring will check for scrub encroachment along ditch areas, resulting in shading. Management will control encroachment of scrub from adjacent habitats.
H	There is an absence of non-native plant and animal species.	Yes	D1	This ditch already passes this criterion.	Regular monitoring will track the presence of invasive non-native species or and will trigger remedial action where necessary to remove their presence.

Ditches (Medium Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Apply Habitat Aid Pond Edge seed mix **(if required)**	D1	Establishment Works (1 year)	In the autumn, broadcast seed mix. The Habitat Aid Pond Edge seed mix will be used as it contains a mix of wildflower and grass species characteristic of waterbody margins. Seed will be oversown at a rate of 35kg/ha. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded. After sowing, seed will be bedded in by rolling where possible.
Introduce plug planting **(if required)**	D1	Establishment Works (1 year)	In addition to seed adding a seed mix, a range of plug plants tolerable of inundated soil conditions will be planting into the ditch channel. Pot grown plants or plugs will be planted out in April or May when frosts have passed. Plants will be sourced from a reputable supplier or can be grown in advance from seeds or cuttings. Aquatic plants can be introduced directly into the waterbody following supplier instructions. Fertiliser or topsoil will not be used during planting.

Ditches (Medium Distinctiveness) Species Lists (GH-T03)

Common name	Scientific name	Abundance / %
Yarrow	*Achillea millefolium*	1
Water-plantain	*Alisma plantago-aquatica*	1
Wild angelica	*Angelica sylvestris*	1
Common knapweed	*Centaurea nigra*	1
Teasel	*Dipsacus fullonum*	1
Common spike-rush	*Eleocharis palustris*	1
Hemp-agrimony	*Eupatorium cannabinum*	1
Meadowsweet	*Filipendula ulmaria*	2

Hedge bedstraw	*Galium mollugo*	2
Lady's bedstraw	*Galium verum*	2
Water avens	*Geum rivale*	1
Yellow iris	*Iris pseudacorus*	2
Ox-eye daisy	*Leucanthemum vulgare*	1
Ragged robin	*Lychnis flos-cuculi*	1
Gypsywort	*Lycopus europaeus*	1
Purple loosestrife	*Lythrum salicaria*	1
Ribwort plantain	*Plantago lanceolata*	1
Cowslip	*Primula veris*	1
Selfheal	*Prunella modularis*	1
Meadow buttercup	*Ranunculus acris*	3
Yellow rattle	*Rhinanthus minor*	1
Common sorrel	*Rumex acetosa*	1
Red campion	*Silene dioica*	1
Betony	*Stachys officinalis*	1
Common bent	*Agrostis capillaris*	10
Crested dog's-tail	*Cynosurus cristatus*	25
Slender-creeping red fescue	*Festuca rubra*	25
Meadow fescue	*Schedonorus pratensis*	10
Marsh marigold	*Caltha palustris*	25 plants
Purple loosestrife	*Lythrum salicaria*	10 plants
Water-mint	*Metha aquatica*	25 plants
False-fox sedge	*Carex obtrubae*	10 plants
Common water-crowfoot	*Ranunculus aquatalis*	20 plants

Spiked water-milfoil	*Myriophyllum spicatum*	10 plants
Water violet	*Hottonia palustris*	10 plants
Frogbit	*Hydrocharis morsus-ranae*	20 plants

What Does Success Look Like? (GH-F01)

Other Rivers and streams (High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

The table below shows the specific River Condition Assessment criteria which are going to be targeted for the enhancement.

Target Habitat				R1 (SR2) – Other Rivers and streams in fairly good condition – Enhancement	
Condition Assessment Criteria / RCA indices targeted		**Targeted**	**Relevant Parcels**	**Enhancement Approach**	**Management Approach**
Watercourse Encroachment		No	Main Stell and Tributary	N/A there are artificial structures within the watercourses such as a culvert (Tributary of Main Stell) and a small foot bridge (Main Stell) which are to be retained.	N/A
Riparian Encroachment		Yes	Main Stell (SR2-4) & Tributary of Main Stell	This will be improved via land use change on the right bank side of both water bodies which are currently cereal crops and proposed for mixed scrub creation.	The scrub habitats will be managed according to the prescriptions detailed in sections above.
B1	Bank top vegetation structure: Planting/seed sowing to introduce scrub.	Yes	Main Stell (SR2 & SR4) & Tributary of Main Stell	The bank top zone of Main Stell (SR2-4) and the Tributary of Main Stell is F1 and F2, which will be planted with mixed scrub vegetation (which includes trees), with existing grassland, trees and scrub in the riparian zone retained and maintained. SR3 & SR4 already have a high cover of scrub within their bank top zone, however they would still benefit from the planting of trees. Trees and scrub are an essential addition to both watercourses to encourage plant diversity. Additional bank top planting will be consistent with the existing riparian vegetation along Main Stell. Clearance of undesirable ruderal species along the bank top and bank face will prevent these species impacting the bank top and adjacent habitats.	The scrub habitats will be managed according to the prescriptions detailed in sections above. Regular monitoring will track the presence of species indicative of sub-optimal condition and will trigger remedial action where necessary to remove or reduce their presence respectively.
B2	Bank top tree feature richness: Incorporation of wood piles/large wood (over 1m length, 10cm diameter).	Yes	Main Stell (SR2-4) & Tributary of Main Stell	Fallen deadwood and brash piles from scrub management to be placed along the bank top area to provide additional ecological features.	Management of scrub vegetation will collect and move large pieces of wood and scrub vegetation to place within 10m of the riverbank edge. Smaller bits of woody material may be used to create brash piles, approximately 1-2m in height and width, leaving approximately 20m between piles.
B3	Bank top water-related features	No	N/A	N/A – no ponds are proposed within the bank top of either waterbody.	N/A
B4: C10: E11	NNIPS cover	No	Main Stell and Tributary	N/A	Careful monitoring is required to ensure that no invasive species establish.

B5	Bank top managed ground cover: creation of mixed scrub mosaic on the previously cereal crop fields F1-F3.	Yes	Main Stell (SR2-4) & Tributary of Main Stell	The bank top zone of Main Stell sub-reaches SR2-4 and the Tributary of Main Stell is F1 and F2, which will be planted with mixed scrub vegetation, enhancing the riparian zone of the right bank from managed cropland to semi-natural habitat.	The scrub habitats will be managed according to the prescriptions detailed in sections above.
C1	Riparian vegetation structure	No	Main Stell and Tributary	N/A	N/A
C2	Tree feature richness	Yes	Main Stell (SR2)	Tree feature richness will be improved where woody structures exist by creating log piles and/or securing branches to the bank face.	N/A
C3	Natural bank profile extent	No	Main Stell and Tributary	N/A	N/A
C4	Natural bank profile richness	No	Main Stell and Tributary	N/A	N/A
C5	Natural bank material richness	No	Main Stell and Tributary	N/A	N/A
C6	Bare sediment extent	No	Main Stell and Tributary	N/A	N/A
C7	Artificial bank profile extent	No	Main Stell and Tributary	N/A	N/A
C8	Reinforcement extent	No	Main Stell and Tributary	N/A	N/A
D1 / D2	Channel Margin Aquatic Vegetation extent and richness: Marginal planting on the bank face, such as reeds, which are firmly anchored to the ground and avoid being washed away in the event of flooding.	Yes	Main Stell (SR1-4) & Tributary of Main Stell	Aquatic plant plug of amphibious, emergent linear and broad-leaved species and spreading of marginal seed mixes will be used to increase the diversity along the river edge.	Plug planting and planting coils may be used to allow marginal and aquatic species to establish along the river edge and within channel. Within SR1 within woodland W2 species should be selected that are suitable for heavily shaded environments. Monitoring will ensure species diversity is maintained along the riverbank, triggering management where species or plant community morphotypes are declining. Monitoring of browsing impact on river marginal vegetation, to check certain species aren't adversely impacted. Existing fence lines along the

					edge of Main Stell (SR2-4) should be maintained to prevent overgrazing and trampling of marginal and aquatic vegetation if livestock are being used for management in the adjacent scrub mosaic.
D3	Physical feature extent	No	Main Stell and Tributary	N/A	N/A
D4	Physical feature richness	No	Main Stell and Tributary	N/A	N/A
D5	Artificial Features	No	Main Stell and Tributary	N/A Pipe/outfalls are present within Main Stell (SR2 & SR3) but aren't to be removed.	N/A
E1	Channel aquatic morphotype richness: Planting in the channel	Yes	Main Stell (SR1-3-4) & Tributary of Main Stell	Additional aquatic plant plug planting will be used to increase the diversity in the channel.	Management as above (D1/D2).
E2	Channel bed tree feature richness: incorporation of large wood into the channel	Yes	Main Stell (SR2-4) & Tributary of Main Stell	Large logs, branches or felled trees from elsewhere onsite can be secured to the channel bed this is to be done in each sub-reach, with one or two pieces of wood to create a deflector. The size of the wood to be selected respective of the sub-reach and the width of the watercourse at the chosen point. The wood is to be secured at an angle spanning roughly half the channel width and can be alternated on either side of the bank, to create pool and run features. This will in turn increase the channel bed hydraulic features richness and natural features recorded within the waterbody. Organic matter should also be left to accumulate.	Management of the woodlands and scrub vegetation will collect and move large pieces of wood into the waterbody channel. Where required these will need to be affixed to bank edges or channel bed.
E3	Hydraulic features richness	Yes	Main Stell (SR1, 2 & 4)	As above (E2).	N/A
E4	Natural features extent	Yes	Main Stell (SR1, 2 & 4)	As above (E2).	N/A
E5	Natural features richness	No	Main Stell and Tributary	N/A	N/A

E6	Material richness	No	Main Stell and Tributary	N/A	N/A
E7	Siltation	No	Main Stell and Tributary	N/A	N/A
E8	Reinforcement Extent	No	Main Stell and Tributary	N/A	N/A
E9	Reinforcement Severity	No	Main Stell and Tributary	N/A	N/A
E10	Channel bed artificial features severity: removal of large trash in the channel of SR4	Yes	Main Stell (SR4)	Sub-reach 4 of Main Stell will be enhanced through the removal of large trash within the channel bed.	All watercourses onsite will be monitored for large trash, with any removed if found.
E12	Filamentous Algae	No	Main Stell and Tributary	N/A	N/A

Other rivers and streams (High Distinctiveness)

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

Action	Relevant Parcels	Timing	Prescriptions
Apply Habitat Aid Pond Edge seed mix.	Main Stell (SR1-4) & Tributary of Main Stell	Establishment Works (1 year)	In the autumn, broadcast seed mix. The Habitat Aid Pond Edge seed mix will be used as it contains a mix of wildflower and grass species characteristic of waterbody margins. Seed will be oversown at a rate of 35kg/ha. Sowing must be undertaken in still wind conditions when the soil is saturated but not flooded. After sowing, seed will be bedded in by rolling where possible.
Introduce plug planting and river coirs	Main Stell (SR1-4) & Tributary of Main Stell	Establishment Works (1 year)	In addition to seed adding a seed mix, a range of plug plants tolerable of inundated soil conditions will be planting into the along the watercourse channel edge. Further pre-planted coirs can be installed, providing a stable platform for marginal species to grow from. Pot grown plants or plugs will be planted out in April or May when frosts have passed. Plants will be sourced from a reputable supplier or can be grown in advance from seeds or cuttings. Aquatic plants can be introduced directly into the river upstream following supplier instructions. Fertiliser or topsoil will not be used during planting.
Introduce brash/woody debris	Main Stell (SR2-4) &	Establishment Works (1 year) - Year 30	Brash and woody debris generated throughout management will be added to the banks and in the channels of Main Stell and its Tributary as deemed necessary to enhance the availability of decaying wood features in the floodplain and bank faces, while also increasing the

	Tributary of Main Stell		instream variability of hydraulic features. This will be guided by monitoring reports, but over time should aim for the presence of debris piles in every 20-50m stretch of the watercourses.

Other river and streams (High Distinctiveness) Species Lists (GH-T03)

Common name	Scientific name	Abundance / %
Yarrow	*Achillea millefolium*	1
Water-plantain	*Alisma plantago-aquatica*	1
Wild angelica	*Angelica sylvestris*	1
Common knapweed	*Centaurea nigra*	1
Teasel	*Dipsacus fullonum*	1
Common spike-rush	*Eleocharis palustris*	1
Hemp-agrimony	*Eupatorium cannabinum*	1
Meadowsweet	*Filipendula ulmaria*	2
Hedge bedstraw	*Galium mollugo*	2
Lady's bedstraw	*Galium verum*	2
Water avens	*Geum rivale*	1
Yellow iris	*Iris pseudacorus*	2
Ox-eye daisy	*Leucanthemum vulgare*	1
Ragged robin	*Lychnis flos-cuculi*	1
Gypsywort	*Lycopus europaeus*	1
Purple loosestrife	*Lythrum salicaria*	1
Ribwort plantain	*Plantago lanceolata*	1
Cowslip	*Primula veris*	1
Selfheal	*Prunella modularis*	1
Meadow buttercup	*Ranunculus acris*	3
Yellow rattle	*Rhinanthus minor*	1
Common sorrel	*Rumex acetosa*	1

Red campion	*Silene dioica*	1
Betony	*Stachys officinalis*	1
Common bent	*Agrostis capillaris*	10
Crested dog's-tail	*Cynosurus cristatus*	25
Slender-creeping red fescue	*Festuca rubra*	25
Meadow fescue	*Schedonorus pratensis*	10
Marsh marigold	*Caltha palustris*	25 plants
Purple loosestrife	*Lythrum salicaria*	10 plants
Water-mint	*Metha aquatica*	25 plants
False-fox sedge	*Carex obtrubae*	10 plants
Common water-crowfoot	*Ranunculus aquatalis*	20 plants
Spiked water-milfoil	*Myriophyllum spicatum*	10 plants
Water violet	*Hottonia palustris*	10 plants
Frogbit	*Hydrocharis morsus-ranae*	20 plants

What Does Success Look Like? (GH-F01)

Woodland

Creation, Enhancement and Management Summary (WO-T01)

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

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

Target Habitat:			Other Woodland; Broadleaved W1 – enhanced to Moderate Lowland Mixed Deciduous W2 – enhanced to Good			
Condition Assessment Criteria			**Target Score**	**Relevant Parcels**	**Enhancement Approach**	**Management Approach**
A	Age distribution of trees	Three age classes present	3	W2	Two classes present consistently The selective removal of non-native canopy trees would increase structural diversity of trees, by encouraging natural regeneration of gaps by young trees. Additional planting of native trees within canopy gaps will also be undertaken on an *ad hoc* basis where required.	Periodic thinning of canopy trees as necessary.
		Two age classes present				
		One age class present				
B	Wild, domestic and feral herbivore damage	No significant browsing damage evident in woodland	3	W1 & 2	N/A	Monitoring to ensure continued absence of significant browsing pressure and corrective measures undertaken if recorded.
		Evidence of significant browsing pressure is present in 40% or less of whole woodland				
		Evidence of significant browsing pressure is present in 40% or more of whole woodland				
C	Invasive plant species	No invasive species present in woodland	3	W2	No invasive species were noted in either woodland however there were some stands of non-native snowberry in woodland W2 which are noted as influencing condition. Snowberry will be removed and replaced with underplanting of native shrub species.	Monitoring to ensure continued absence of invasive species and corrective measures undertaken if recorded.
		Rhododendron *Rhododendrion ponticum* or cherry laurel *Prunus laurocerasus* not present, other invasive species <10% cover				
		Rhododendron or laurel present, or other invasive species) 10% cover				
D	Number of native trees species (in the upper canopy)	Five or more native tree or shrub species found across woodland parcel	3	W2	Selective felling of non-native species	N/A
		Three to four native tree or shrub species found across woodland parcel				
		Two or less native tree or shrub species present across woodland parcel				

E	Cover of native tree and shrub species	>80% of canopy trees and >80% of understorey shrubs are native	3	W2	Selective felling of non-native tree species such as sycamore, Scot's pine and horse chestnut would be expected to increase native dominance.	Monitoring to ensure >80% presence of native species within the canopy and sub-canopy layers.
		50 – 80% of canopy trees and 50-80% of understorey shrubs are native				
		<50% of canopy trees and <50% understorey shrubs are native				
F	Open space within woodland	10-20% of woodland has areas of temporary open space. Unless woodland <10ha in which case 0-20% temporary open space is permitted.	N/A	N/A	N/A – this criterion is already met for both woodlands.	N/A
		21-40% of woodland has areas of temporary open space				
		<10% or >40% of woodland has areas of temporary open space. But if woodland <10ha has <10% temporary open space, please see Good category.				
G	Woodland regeneration	All three classes present in woodland; trees 4-7cm Diameter at Breast Height (DBH), saplings and seedlings or advanced coppice regrowth	N/A	N/A	N/A – this criterion is already met for W2 and is not targeted for W1.	Implementing coppicing and selective thinning will encourage natural regeneration of gaps. Monitoring to ensure that natural regeneration is occurring.
		One or two classes only present in woodland				
		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	W1 & W2	Selective felling of diseased ash trees in both woodlands will enhance the health of W1 and W2.	Monitoring to ensure that all trees are healthy whilst looking for signs of ash dieback and other diseases. Corrective measures undertaken if diseases are identified.
		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.	N/A	N/A	N/A – this criterion is not targeted for either woodland.	N/A
		Recognisable NVC plant community at ground layer present				
		No recognisable NVC plant community at ground layer present.				
J		Three or more storeys across all survey plots or a complex woodland.	3	W2		

	Woodland vertical structure	Two storeys across all survey plots One of less storey across all survey plots			Selective felling and coppicing will maintain encourage natural regeneration and diversify the structure of the woodland.	Continue selective felling and rotational coppicing to increase structural diversity.
K	Veteran trees	Two of more veteran per hectare One veteran tree per hectare No veteran trees present in woodland	N/A	N/A	N/A – this criterion is not targeted.	N/A
L	Amount of deadwood	50% of all survey plots within the woodland parcel have deadwood, such as standing deadwood, large dead branches and or stems and stumps, or an abundance of small cavities. 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.	3	W1	There is currently limited deadwood in woodland W1. Retain large pieces of deadwood in situ following felling works of diseased ash trees. Smaller pieces used to create deadwood piles. All felled trees should also be retained in situ within both woodlands to maintain levels of deadwood throughout the woodland.	Continue to retain deadwood following arboricultural works.
M	Woodland disturbance	No nutrient enrichment or damaged ground evident Less than 1 hectare in total of nutrient enrichment across woodland area and or less than 20% of woodland area has damaged ground More than 1 hectare of nutrient enrichment and or more than 20% of woodland area has damaged ground	N/A	N/A	N/A – both woodlands surround waterbodies therefore the likelihood of nutrient input will be high and so this criterion is not targeted.	N/A

Additional Management Prescriptions (WO-B01)
N/A

Woodland

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

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

Action	Relevant Parcels	Timing	Prescriptions
Protected Species	W1 & W2	To inform all arboricultural works	All works undertaken within woodland, must have due consideration to protected species. Prior to any work on mature trees the following should be considered: • Ensure that they have been assessed for their potential to support roosting bats. If a tree is considered to have potential roosting features, works which could impact this roost should be avoided, unless further surveys are undertaken to confirm absence of roosting bats or a European protected species licence acquired to legitimise works; • Aim to undertake all management work involving vegetation removal outside of the nesting bird season (March to August inclusive). Where this is not possible, to ensure that the area of proposed work has been checked by a competent ecologist for the presence of nesting bird activity; & • A pre-commencement survey to identify any badger setts within 30m of proposed works. Should any badger setts be recorded within 30m of the working area a badger licence may be required to legitimise works and advise should be sought from the project ecologist.. Current legislation requires a Natural England Licence to be in place if badgers are to be disturbed by works even if there is no direct interference or damage to the sett. Natural England issues guidance outlining the types of work which could be expected to cause disturbance and are therefore licensable. They also recognise that levels of disturbance differ based on the status, current use and existing levels of disturbance as well as the proposed works at an individual sett. The requirement for a Licence is therefore based on a number of site specific factors such as distance to the sett, type of works, noise levels and machinery to be used. The following are provided as a guide to activities which may require a licence from Natural England and thus should be avoided prior to closure: • Using heavy machinery within c. 30m of any entrance to an active sett; • Using lighter machinery, particularly for any digging operation, within c. 20m; and • Light work such as hand digging within c. 10m.
Removal of invasive and undesirable species	W2	Establishment Works (1 year)	Locate and destroy snowberry within the woodland parcel. Bushes should be cut at the base during autumn and winter and the stumps immediately treated with selective herbicide. Any small bushes and seedlings can be hand pulled.
Removal of invasive and undesirable species	W2	Years 2-4	Stumps and the surrounding woodland will be monitored for new specimens and removed accordingly as per the prescriptions outlined above. Replacement native under-scrub planting will be undertaken will be provided in cleared areas following the prescriptions outlined below.

Introduce native tree and shrub planting	W2	Establishment Works (1 year)	Native tree and scrub species from the table below to be planted between November and March in naturalistic pattern targeting gaps and areas within woodland with a sparce understorey layer following the first thinning of the woodland. Honeysuckle planting will be undertaken intermittently between scrub plants. The planting pit dug will be a shallow square, larger than the root ball of the whip. Backfilling of soil will utilise existing excavated soils only with no compost or fertiliser application. It will be important to ensure the tree is not planted lower than the surrounding ground level. The aim of planting will be to ensure that the level that the tree base meets the soil level will be slightly above ground level, aiming for 25mm above. Tree guards will be installed around establishing whips to prevent them becoming browsed.
Thinning	W1 & W2	Establishment Works (1 year)	The first thinning to be done during the establishment works. In late summer, mark up to 5% of trees, focusing on selecting non-native trees, particularly where these are growing in dense stands or where they are shading adjacent features of biodiversity interest. Ring-bark up to one third of the marked trees near the base of the trunk where it is safe to have standing dead-wood. Fell two-thirds of the marked trees and reuse cut material as deadwood habitat (see action point below). Pruning and tree works must be undertaken in late autumn / winter (November-February) to avoid the bird nesting season. All tree works should be undertaken to BS 3993 - 2010 by a qualified tree surgeon. Thinning may be carried out without a felling licence where the tree diameter above bark is under 10cm. In this instance it is likely a felling licence will be required from the Forestry commission to undertake works. Consultation with the local Forestry Commission area officer is recommended at an early stage to agree management actions through the life of the project.
Thinning		Years 7, 14, 21, 28	Thinning to be done as and when needed at discretion of ecologist / land manager. Management prescriptions to follow those outlined above.
Coppicing	W2	Establishment Works (1 year), 7, 14, 21, 28	Coppicing to be done as and when needed at discretion of ecologist / land manager but no more than 10% of understorey shrubs and 5% of trees, focusing on margins and patches internally within the wood from 10 to 30m in diameter. Stools subject to coppice management will be cut just above ground level with clean, slightly sloping cuts to encourage water to drain off the cut surfaces. Coppicing should be undertaken in the period November-early March. Brash arisings from coppicing will be used to surround cut stools to protect them from deer browse (1-2m wide rings), with any surplus chipped and spread thinly through the woodland. Treated areas may be completely or partly re-treated in subsequent years in a random pattern. Subsequent treatments may repeat, overlap or extend that of previous years or be in completely new areas. Hazel can be coppiced on a 7-year cycle, with the other species listed above cut on a 14-year cycle.
Create Deadwood Habitat	W1 and W2	Establishment Works (1 year), 7, 14, 21, 28	Any larger deadwood pieces (where large deadwood is defined as: >20cm diameter at narrowest point and >50cm long. Which result from storm damage or arboricultural thinning works should be retained within woodland. Deadwood Piles Smaller deadwood pieces and excess brash from thinning and coppicing can be used to create deadwood piles, within the woodlands and along Main Stell. These should be placed in areas of dappled shade, avoiding direct sunlight and dense shade. The logs should be left in contact with the ground in dappled shade and built into a compact pile to maintain humidity. Stakes should be driven into the ground either side of the log pile to prevent the pile from collapsing. Larger diameter logs (at least

			100mm thick) with bark are of most value, particularly hard wood like ash, oak and beech, whereas freshly cut willow and poplar may re-sprout. Twigs, stems and shrub off-cuttings may also be added. Climbers may be allowed to grow thinly over the dead wood pile for stabilisation and moisture.

Woodland Species Lists (WO-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments
Trees			
Field Maple	*Acer campestre*	15	Native Whip
Silver birch	*Betula pendula*	7	Native Whip
Rowan	*Sorbus aucuparia*	7	Native Whip
Pedunculate oak	*Quercus robur*	20	Native Whip
Wild Cherry	*Prunus avium*	7	Native Whip
Alder	*Alnus glutinosa*	7	Native Whip
Goat Willow	*Salix caprea*	7	Native Whip
Shrubs			
Bird Cherry	*Prunus padus*	5	Native Whip
Wild Privet	*Ligustrum vulgare*	3	Native Whip
Honeysuckle	*Lonicera periclymenum*	3	Native Whip
Hazel	*Corylus avellana*	6	Native Whip
Hawthorn	*Crataegus monogyna*	6	Native Whip
Spindle	*Euonymus europaeus*	3	Native Whip
Guelder rose	*Vibernum opulus*	2	Native whip
Holly	*Ilex aquifolium*	2	1+1 Transplant

Other Supporting Information

Supporting Information (WO-B02)
N/A

What Does Success Look Like? (WO-F01)

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

Provide a site-wide risk register associated with creating, enhancing and, or, managing each habitat type. Consider your approach to delivering the BNG targets in case the management prescriptions do not deliver as expected.

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

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

Project Life Term	Mixed Scrub	Encroachment of scrub into adjacent grasslands	Where the edges of scrub become more densely scrub and this habitat begins to creep into grasslands to an extent that they begin to reduce the overall extent of grasslands on site. This may be a particular problem with blackthorn suckering	Initiate a program of dense scrub removal where this habitat has begun to creep into grassland habitats. This should not be undertaken where only scattered scrub is present at the edges of the boundaries between these habitats and should only be undertaken where more dense scrub establishes.
Project Life Term	Traditional Orchard	Failed specimens	Failed specimens observed at any point during the management plan period.	Replacement planting with like for like species of failed specimens.
Project Life Term	Traditional Orchard	Damage to established trees from deer	More than 5% of trees are showing signs of damage by browsing, bark stripping or rubbing.	Create a deer management plan.
Project Life Term	Traditional Orchard	Species richness of the grassland is not equivalent to a medium distinctiveness grassland	Perennial rye-grass is recorded at a frequency of dominant or abundant beyond year 5.	Initiate a second round of seeding following the prescriptions provided for the grassland field compartment(s) which are falling short of this target.
Project Life Term	Other Broadleaved woodland	Tree Health	Either: • Ash Dieback due to *Hymenoscyphus fraxineus* fungus noted within the woodland; • More than 10% mortality rate of trees; • Any of the following high-risk disease or pests are present: ○ Acute/Chronic Oak Decline ○ *Anoplophora chinensis* ○ *Anoplophora glabripennis* ○ Ash Dieback ○ Asian Longhorn beetle ○ Bronze Birch borer ○ *Cryphonectria parasitica* ○ Emerald Ash borer ○ *Gibrella circinata* ○ Horse Chestnut Bleeding Canker ○ *Ips amitinus* ○ *Ips duplicatus* ○ *Ips typographus* ○ *Phytophthora lateralis* ○ *Phytophthora kernoviae* ○ *Phytophthora ramorum* ○ *Phytophthora austrocedrae* ○ *Phytophthora spp* ○ Pine Lappet Moth ○ Pine Processionary Moth ○ Red Band Needle Blight ○ Weevils	If an action is triggered, take arboricultural advice and follow current Forestry Commission guidance[3] regarding management and best practice if felling or pollarding of diseased trees is the most appropriate option.

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

Project Life Term	Other broadleaved woodland	Significant browsing damage in woodlands	Either: ○ Browsing pressure in woodlands is considered significant (where more than 20% of the vegetation visible within a 10x10m survey plot shows damage from any kind of browsing pressure); One of the three regeneration classes is missing from the woodland or coppice re-growth is being significantly impacted.	Deer population control at individual woodland level could be undertaken but is often not practicable and often requires a widespread population level management approach. Recommendation: As an alternative, protect any coppice re-growth by piling coppice arisings over the cut stump to project new shoots which will work their way through the brash. Use tree tubes to protect self-seeded regeneration from browsing impacts.
Project Life Term	Ditch	Eutrophication	Where algal blooms or duckweeds become prevalent and cover >10% of water surface	Investigate the causes of pollution events that have led to eutrophication and initiate appropriate remedial measures.
Project Life Term	Ditch	Pollution of water within ditch system	Monitoring identifies poor water quality or a potential source of pollution within ditch system.	Investigation to identify the pollution source if not known. Appropriate remedial measures to be implemented following identification of pollutant.
Project Life Term	Ditch	Marginal vegetation diversity loss.	Monitoring will check fringe of aquatic marginal vegetation. Where significant losses in vegetation result in more than 15% loss in diversity, action will be required.	Replacement planting and reseeding will take place where stretches of the ditches do not support vegetation.
Project Life Term	Ditch	Signs of physical damage along ditch system.	Monitoring will check for signs physical damage along the ditch system, triggering when more than 5% of the ditch is damaged, Examples of damage including: excessive poaching, damage from machinery use or storage, or any other damaging management activities.	Where signs of damage are identified, the source will be recorded, and appropriate remedial and restoration works will be implemented. Relevant examples are likely to include temporary fencing off of the riparian zone from grazing and management activities.
Project Life Term	Ditch	Overshading of ditch system.	More than 10% is overshaded by extensive scrub or tree vegetation.	Management will remove vigorous scrub and tree species causing overshading across the ditch. Where vegetation is removed it should be collated into brash/log piles along the ditch.
Project Life Term	Main Stell & Tributary	Marginal and channel aquatic vegetation loss	Monitoring will check the marginal and in channel vegetation. Where significant losses in vegetation result in more than 15% loss in diversity, action will be required.	Replacement planting and reseeding will take place where stretches of the ditches do not support vegetation.

4. Monitoring Schedule

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

Monitoring Strategy

Provide details of the monitoring strategy to encourage successful implementation of the management plan (MS-B01)
The site will be monitored at varying degrees from establishment through to its long-term management. The site will be monitored annually for the first two years, by competent ecologists to review how the establishment of the proposed habitats is progressing. The key observations during this period will be to determine whether habitats are successfully establishing and whether or not replacement planting or reseeding may be required. Following establishment longer-term management will take place, with monitoring also be undertaken every 5 years. The key elements of this monitoring will be to review whether the long-term management practices are achieving (and then maintaining) the targeted condition scores for the proposals. During this period, adaptive management measures will be reviewed to determine whether there are any opportunities to alter management to encourage additional habitat enhancements. The pond and existing rural and lines of trees will be monitored throughout the 30-year period as they are already established habitats which will not be enhanced through the proposals. Monitoring will ensure that the habitats are conserved with additional remedial management measure to be implemented where risk factors occur. It is expected that the 30-year monitoring period will commence following the completion of the establishment works. Where there is a delay in the establishment works, this monitoring strategy will extend to year 35 (if required) to allow for 30 years monitoring to be completed.

Monitoring Methods and Intervals MS-T01

Provide details of the methods you will use to adequately monitor the progress towards the targets stated in the management plan and as agreed with the Local Planning Authority.

Habitat Type	Monitoring Methods	Monitoring Interval and Timing
Other Neutral Grassland	During the establishment phase of grassland (Years 1-9) grassland monitoring will focus on determining the DAFOR abundances of plants present throughout the sward and whether a sufficient number of species within the seed mixes used have established. It will also be important to monitor the percentage coverage of palatable grasses. During years 10-30, grasslands will be monitored by reviewing the following factors: • Species diversity per m^2 • Percentage cover of bare ground • Percentage cover of scrub/bracken • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes • Sward height diversity • Level of poaching or trampling damage Grassland monitoring will be undertaken between May-August. If ONG areas are exhibiting condition factors associated with the nearby higher distinctiveness habitats, the management plan will be updated to reflect this.	Annually from years 1-5 then every 5 years. Surveys to be completed between May and August

Mixed Scrub	During years 1-5 of the management plan period, individual specimen scrub plants will be monitored for their health. The abundance of species indicative of sub-optimal condition and the presence of non-native invasive species will also be reviewed. Throughout the remainder of management period, scrub will be monitored for: • The number of native scrub canopy species in each block • The percentage cover of various age ranges of scrub throughout scrub blocks • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • The character of edge habitats The presence of clearings, glades and rides	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Scrub monitoring will be undertaken between May-September.
Traditional Orchard	During the establishment phase of the grassland within the orchard (Years 1-10), monitoring will focus on determining the DAFOR abundances of plants present throughout the sward and whether a sufficient number of species within the seed mixes/green hay used have established. It will also be important to monitor the percentage coverage of palatable grasses. The trees will be monitored for their health, success of formative pruning and any signs of damage. The levels of scrub across the orchard will also be monitored. During years 10-30, orchard will be monitored by reviewing the following factors: • Tree health • Species diversity per m^2 • Percentage cover of bare ground • Percentage cover of scrub/bracken • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes • Sward height diversity • Level of poaching or trampling damage Orchard monitoring will be undertaken between May-August.	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Orchard monitoring will be undertaken between May-August.
Other Woodland; Broadleaved & Lowland Mixed Deciduous	Throughout the management plan period, the woodlands will be monitored for: • Tree age • Tree health • Browsing damage • Invasive species • Native species • Cover of native tree and shrub species • Woodland structure • Woodland regeneration • Deadwood abundance • Soil Enrichment & Pollution	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Woodland monitoring should take place between March – May.

Hedgerows	Throughout the management plan period, the existing hedgerows will be monitored for: • Hedgerow structure (Height and width) • Hedgerow gaps • Grassland buffer size • Nutrient enrichment • Invasive and neophyte species presence • Signs of damage (including excessive browsing and grassland poaching)	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Hedgerow monitoring should take place between May – August.
Main Stell and Tributary	MoRPh5 surveys at designated sub-reaches to repeat surveys and provide accurate changes in condition. These will monitor for: Water quality & signs of pollution • Plant communities; emergent, submerged and floating leaved plants • Marginal vegetation along banks • Tree and scrub vegetation along banks • Deadwood presence • Signs of damage • Water levels • Non-native and Invasive plant/animal species • Percentage cover of species indicative of sub-optimal condition • Presence of non-native invasive species • DAFOR Abundances of wildflowers, sedges and rushes • Sward height diversity • Level of poaching or trampling damage	Annually from year 1-5, then every 5 years include remedial measures as outlined in prescriptions where necessary. Surveys to be conducted between May - August.
Ditches	Throughout the management plan period, the onsite ditch will be monitored for: • Water quality & signs of pollution • Plant communities; emergent, submerged and floating leaved plants • Filamentous algae and duckweed coverage • Marginal vegetation along banks • Signs of damage and poaching • Water levels • Scrub and tree vegetation along ditch. • Non-native and Invasive plant/animal species	Years 1, 2, 5, 10, 15, 20, 25, 30, 35 Ditch monitoring should take place between July – September.
PRoW (Public Right of Way)	To be maintained throughout the life of the project ensuring that the stiles are maintained and kept clear of vegetation. No fences or obstructions will be implemented, allowing the public to freely use the footpath.	Stiles to be checked annually to ensure that vegetation is not blocking access. If the stile is impassable due to overgrowth of vegetation, then the vegetation must be cut back to ensure that the gates can fully open. It is important that any cutting of the scrub or hedgerows are done outside of nesting bird season (March to August). Therefore, it is essential to do this from October – February in the winter months and to only cut what is impacting the stile or clearance of the path.

		The existing footpath is used relatively infrequently based on the initial assessment of the site habitat conditions. The footprints of the public right of way represents a relatively small area of the two grassland parcels that they are found in these are unlikely to significantly restrict the overall condition of the proposed neutral grassland. Monitoring will allow the PRoW's to be assessed regularly and where negative impacts on condition are recorded the management strategy can be changed appropriately. Signage to remind members of the public to stay on PRoW's and keep dogs on leads will be installed on all gate entrances as well as signage for picking up dog waste. Signage will highlight appropriate use of public rights of way for conservation purposes.

Monitoring Reports

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

Monitoring Report Schedule MS-T02

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

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

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

Period covered	Years covered	Year and month required
Establishment	Years 1-4	Yearly site walkover with progress report. Reports will be submitted to the LPA/RB during the establishment phase by January of the following year with updates to the management plan made as necessary.
Post-establishment management	Year 5	January 2029
Post-establishment management	Year 10	January 2034
Long-term management	Year 15	January 2039
Long-term management	Year 20	January 2044
Long-term management	Year 25	January 2049
Final Report	Year 30	January 2054

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)

To ensure its effectiveness, this management plan will undergo regular updates and reviews every five years. The monitoring reports will provide feedback on the implementation of the plan, and any necessary changes will be made accordingly. Additionally, the plan will identify and address any previously unknown risks that may arise.

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

APPENDIX 4

BIODIVERSITY METRIC

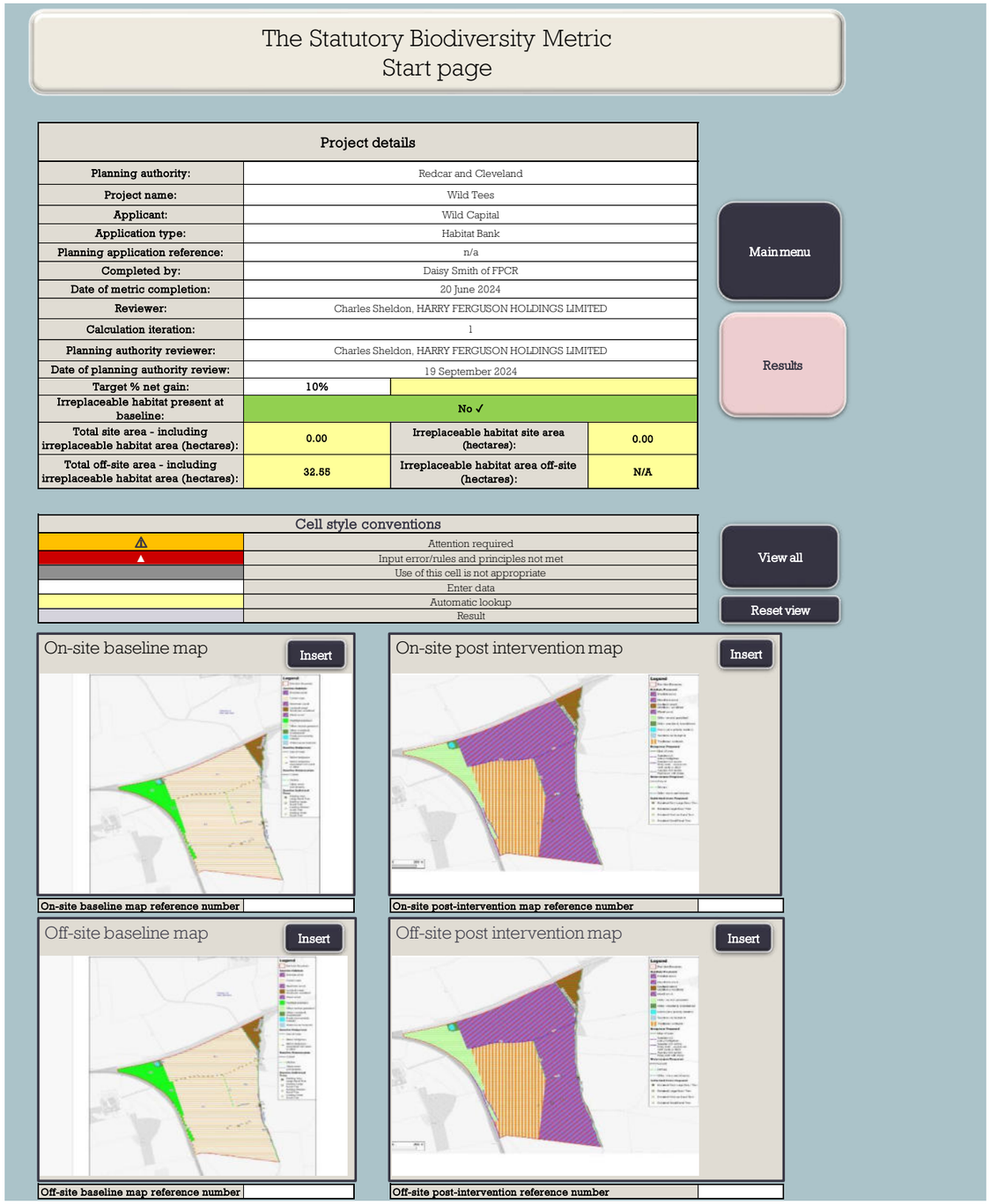


Figure 1. Project details

Project Name: Wild Tees Map Reference:

D-1 Off-Site Habitat Baseline

Condense / Show Columns | Condense / Show Rows | Main Menu

Area habitat summary	
Total Net Unit Change	193.66
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

Please ensure the watercourse details for any watercourse footprints recorded are included in the watercourse tabs ⚠

	Existing area habitats				Distinctiveness	Condition	Strategic significance	Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline						
Ref	Broad habitat	Habitat type	Irreplaceable habitat	Area (hectares)	Distinctiveness	Condition	Strategic significance		Spatial risk category	Total habitat units	Area retained	Area enhanced	Baseline units retained	Baseline units enhanced	Area lost	Units lost
1	Cropland	Cereal crops	No	27.9217	Low	Condition Assessment N/A	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required ≥	This metric is being used by an off-site provider	55.84	0	0	0.00	0.00	27.92	55.84
2	Grassland	Modified grassland	No	1.1117	Low	Moderate	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required ≥	This metric is being used by an off-site provider	4.45	0	1.1117	0.00	4.45	0.00	0.00
3	Grassland	Modified grassland	No	1.8823	Low	Poor	Area/compensation not in local strategy/ no local strategy	Same distinctiveness or better habitat required ≥	This metric is being used by an off-site provider	3.76	0	1.8823	0.00	3.76	0.00	0.00
4	Grassland	Other neutral grassland	No	0.1244	Medium	Poor	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.55	0.1244	0	0.55	0.00	0.00	0.00
5	Heathland and shrub	Bramble scrub	No	0.0202	Medium	Condition Assessment N/A	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.09	0.0202	0	0.09	0.00	0.00	0.00
6	Heathland and shrub	Hawthorn scrub	No	0.0235	Medium	Poor	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.10	0.0235	0	0.10	0.00	0.00	0.00
7	Heathland and shrub	Mixed scrub	No	0.0411	Medium	Poor	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.18	0.0411	0	0.18	0.00	0.00	0.00
8	Lakes	Ponds (non-priority habitat)	No	0.0574	Medium	Poor	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.25	0.0574	0	0.25	0.00	0.00	0.00
9	Watercourse footprint	Watercourse footprint	No	0.2738	V.low	N/A - Other	Area/compensation not in local strategy/ no local strategy	Compensation Not Required	This metric is being used by an off-site provider	0.00	0.2738		0.00	0.00	0.00	0.00
10	Woodland and forest	Lowland mixed deciduous woodland	No	0.9848	High	Moderate	Location ecologically desirable but not in local strategy	Same habitat required =	This metric is being used by an off-site provider	13.00	0	0.9848	0.00	13.00	0.00	0.00
11	Woodland and forest	Other woodland; broadleaved	No	0.1056	Medium	Poor	Location ecologically desirable but not in local strategy	Same broad habitat or a higher distinctiveness habitat required (≥)	This metric is being used by an off-site provider	0.46	0	0.1056	0.00	0.46	0.00	0.00
12																
13																
14																
15																
16																
			Total habitat area	32.55						78.69	0.54	4.08	1.17	21.68	27.92	55.84

Site Area (Excluding area of individual trees, green walls, intertidal hard structures)	32.55

Total area lost (excluding area of individual trees, green walls and intertidal hard structures)	27.92

Figure 2. Area baseline

Project Name: Wild Tees Map Reference:

D-2 Off-Site Habitat Creation

Condense / Show Columns | Condense / Show Rows | Main Menu

Area habitat summary	
Total Net Unit Change	193.66
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓
Area Check	Area Acceptable ✓

	Post intervention habitats										
Ref	Broad Habitat	Proposed habitat	Area (hectares)	Distinctiveness	Condition	Strategic significance	Temporal risk multiplier		Difficulty risk	Spatial risk multiplier	Habitat units delivered
						Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of creation	Spatial risk category	
1	Heathland and shrub	Mixed scrub	17.57648334	Medium	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	162.47
2	Grassland	Traditional orchards	10.34521666	High	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	20	Low	This metric is being used by an off-site provider	66.97
3											
4											
5											
6											
7											
		Total habitat area	27.92								229.44
		Site Area (Excluding area of individual trees, green walls, intertidal hard structures)	27.92								

Figure 3. Area creation

Project Name: Wild Tees Map Reference:

D-3 Off-Site Habitat Enhancment

Condense / Show Columns | Condense / Show Rows | Main Menu

Area habitat summary	
Total Net Unit Change	193.66
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

	Baseline habitats			Change in distinctiveness and condition		Post intervention habitats									
Baseline ref	Baseline habitat	Proposed Broad Habitat	Proposed Habitat	Distinctiveness change	Condition change	Area (hectares)	Distinctiveness	Condition	Strategic significance	Temporal multiplier		Difficulty multipliers	Spatial risk multiplier	Habitat units delivered
									Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Difficulty	Spatial risk category	
2	Grassland - Modified grassland	Grassland	Other neutral grassland	Low - Medium	Lower Distinctiveness Habitat - Good	1.1117	Medium	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	15	Low	This metric is being used by an off-site provider	10.62
3	Grassland - Modified grassland	Grassland	Other neutral grassland	Low - Medium	Lower Distinctiveness Habitat - Good	1.8823	Medium	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	15	Low	This metric is being used by an off-site provider	16.27
10	Woodland and forest - Lowland mixed deciduous woodland	Woodland and forest	Lowland mixed deciduous woodland	High - High	Moderate - Good	0.9848	High	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	20	High	This metric is being used by an off-site provider	14.05
11	Woodland and forest - Other woodland; broadleaved	Woodland and forest	Other woodland; broadleaved	Medium - Medium	Poor - Moderate	0.1056	Medium	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	0.79
					Total habitat area	4.08								41.74

Figure 4. Area enhancement

Project Name: Wild Tees Map Reference:

E-1 Off-Site Hedge Baseline

Condense / Show Columns | Condense / Show Rows | Main Menu

Hedgerow summary	
Total Net Unit Change	9.69
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

	Existing hedgerow habitats			Distinctiveness		Condition		Strategic significance			Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline						
ıf	Hedge number	Habitat type	Length (km)	Distinctiveness	Score	Condition	Score	Strategic significance	Strategic significance	Strategic significance multiplier		Spatial risk category	Total hedgerow units	Length retained	Length enhanced	Units retained	Units enhanced	Length lost	Units lost
	H2	Native hedgerow	0.16	Low	2	Moderate	2	Area/compensation not in local strategy/ no local strategy	Low Strategic Significance	1	Same distinctiveness band or better	This metric is being used by an off-site provider	0.64	0	0.16	0	0.64	0.00	0.00
	H3	Native hedgerow	0.334	Low	2	Moderate	2	Area/compensation not in local strategy/ no local strategy	Low Strategic Significance	1	Same distinctiveness band or better	This metric is being used by an off-site provider	1.34	0	0.334	0	1.336	0.00	0.00
	LO2	Line of trees	0.154	Low	2	Poor	1	Area/compensation not in local strategy/ no local strategy	Low Strategic Significance	1	Same distinctiveness band or better	This metric is being used by an off-site provider	0.31	0.154	0	0.308	0	0.00	0.00
	LOT1	Line of trees	0.057	Low	2	Poor	1	Area/compensation not in local strategy/ no local strategy	Low Strategic Significance	1	Same distinctiveness band or better	This metric is being used by an off-site provider	0.11	0.057	0	0.114	0	0.00	0.00
	H1	Native hedgerow - associated with bank or ditch	0.247	Medium	4	Good	3	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	Same distinctiveness band or better	This metric is being used by an off-site provider	3.26	0	0.247	0	3.2604	0.00	0.00
	H1	Native hedgerow	0.191	Low	2	Good	3	Area/compensation not in local strategy/ no local strategy	Low Strategic Significance	1	Same distinctiveness band or better	This metric is being used by an off-site provider	1.15	0	0.191	0	1.146	0.00	0.00
)																			
ı																			
			1.14										6.80	0.21	0.93	0.42	6.38	0.00	0.00

Figure 5. Hedge baseline

Project Name: Wild Tees Map Reference:

E-3 Off-Site Hedge Enhancement

Condense / Show Columns | Condense / Show Rows | Main Menu

Hedgerow summary	
Total Net Unit Change	9.69
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

		Post intervention habitats											
	Baseline habitats		Change in distinctiveness and condition		Length (km)	Distinctiveness	Condition	Strategic significance	Temporal multiplier		Difficulty risk multipliers	Spatial risk multiplier	Hedge units delivered
Baseline ref	Baseline habitat	Proposed habitat	Distinctiveness movement	Condition movement		Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of enhancement	Spatial risk category	
1	Native hedgerow	Species-rich native hedgerow with trees	Low - High	Lower Distinctiveness Habitat - Good	0.16	High	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	2.43
2	Native hedgerow	Species-rich native hedgerow with trees	Low - High	Lower Distinctiveness Habitat - Good	0.334	High	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	5.07
5	Native hedgerow - associated with bank or ditch	Species-rich native hedgerow with trees - associated with bank or ditch	Medium - V.High	Lower Distinctiveness Habitat - Good	0.247	V.High	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	5.54
6	Native hedgerow	Species-rich native hedgerow with trees	Low - High	Lower Distinctiveness Habitat - Good	0.191	High	Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	10	Low	This metric is being used by an off-site provider	3.03
					0.93								16.07

Figure 6. Hedge enhancement

Project Name: Wild Tees Map Reference:

F-1 Off-Site WaterC' Baseline

Condense / Show Columns | Condense / Show Rows | Main Menu

Watercourse summary	
Total Net Unit Change	4.30
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

	Existing watercourse type		Distinctiveness		Condition		Strategic significance			Watercourse encroachment		Riparian encroachment		Required Action to Meet Trading Rules	Spatial risk multiplier	Ecological baseline						
	Watercourse type	Length (km)	Distinctiveness	Score	Condition	Score	Strategic significance	Strategic significance	Strategic significance multiplier	Extent of encroachment	Multiplier	Extent of encroachment for both banks	Multiplier		Spatial risk category	Total watercourse units	Length retained	Length enhanced	Units retained	Units enhanced	Length lost	Units lost
	Ditches	0.194	Medium	4	Poor	1	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	No Encroachment	1	Major/Major	0.75	Same habitat required =	This metric is being used by an off-site provider	0.64	0	0.194	0.00	0.64	0.00	0.00
	Other rivers and streams	0.03	High	6	Fairly Poor	1.5	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	No Encroachment	1	Major/No Encroachment	0.87	Same habitat required =	This metric is being used by an off-site provider	0.26	0	0.03	0.00	0.26	0.00	0.00
	Culvert	0.006	Low	2	Poor	1	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	N/A - Culvert	0.68	N/A - Culvert	1	Better distinctiveness habitat required	This metric is being used by an off-site provider	0.01	0.006	0	0.01	0.00	0.00	0.00
	Other rivers and streams	0.145	High	6	Fairly Poor	1.5	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	No Encroachment	1	Major/No Encroachment	0.87	Same habitat required =	This metric is being used by an off-site provider	1.25	0	0.145	0.00	1.25	0.00	0.00
	Other rivers and streams	0.279	High	6	Moderate	2	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	No Encroachment	1	Minor/ No Encroachment	0.98	Same habitat required =	This metric is being used by an off-site provider	3.61	0	0.279	0.00	3.61	0.00	0.00
	Other rivers and streams	0.63	High	6	Fairly Poor	1.5	Location ecologically desirable but not in local strategy	Medium strategic significance	1.1	No Encroachment	1	Major/No Encroachment	0.87	Same habitat required =	This metric is being used by an off-site provider	5.43	0	0.63	0.00	5.43	0.00	0.00
		1.28														11.19	0.01	1.28	0.01	11.18	0.00	0.00

Figure 7. Watercourse baseline

Project Name: Wild Tees Map Reference:

F-3 Off-Site WaterC Enhancement

Condense / Show Columns | Condense / Show Rows | Main Menu

Watercourse summary	
Total Net Unit Change	4.30
Total Net % Change	N/A
Trading Rules Satisfied	Yes ✓

	Baseline habitats		Post intervention habitats														
	Baseline habitat	Proposed habitat	Change in distinctiveness and condition		Length (km)	Habitat distinctiveness	Habitat condition	Strategic significance	Temporal multiplier		Difficulty multipliers	Watercourse encroachment	Riparian encroachment	Spatial risk multiplier	Watercourse units delivered
			Distinctiveness movement	Condition movement		Distinctiveness	Condition	Strategic significance	Standard or adjusted time to target condition	Final time to target condition (years)	Final difficulty of enhancement	Extent of encroachment	Extent of encroachment for both banks	Spatial risk category	
1	Ditches	Ditches	Medium - Medium	Poor - Moderate	0.194	Medium	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	4	Low	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	1.59
2	Other rivers and streams	Other rivers and streams	High - High	Fairly Poor - Moderate	0.03	High	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	2	Medium	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	0.36
4	Other rivers and streams	Other rivers and streams	High - High	Fairly Poor - Moderate	0.145	High	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	2	Medium	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	1.73
5	Other rivers and streams	Other rivers and streams	High - High	Moderate - Fairly Good	0.279	High	Fairly Good	Location ecologically desirable but not in local strategy	Standard time to target condition applied	2	Medium	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	4.26
6	Other rivers and streams	Other rivers and streams	High - High	Fairly Poor - Moderate	0.63	High	Moderate	Location ecologically desirable but not in local strategy	Standard time to target condition applied	2	Medium	No Encroachment	No Encroachment/ No Encroachment	This metric is being used by an off-site provider	7.53
					1.28										15.48

Figure 8. Watercourse enhancement

Off-site baseline	*Habitat units*	78.69	
	Hedgerow units	6.80	
	Watercourse units	11.19	
Off-site post-intervention (Including habitat retention, creation & enhancement)	*Habitat units*	272.35	
	Hedgerow units	16.49	
	Watercourse units	15.49	
Off-site net change (units & percentage)	*Habitat units*	193.66	246.10%
	Hedgerow units	9.69	142.38%
	Watercourse units	4.30	38.38%

Figure 9. Headline results

APPENDIX 5

ALLOCATION NOTICE

Dated:

ALLOCATION NOTICE

---

1 DEFINITIONS

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

Allocation Agreement	means the agreement for the allocation of the Biodiversity Units dated [ ] made between (1) the Landowner and (2) the Buyer
Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
Biodiversity Units	means [ ] *[Drafting Note: This should clearly set out the number, location and type of Biodiversity Units that is to be the subject of the purchase]*
Buyer	[ ] (Company Registration Number [ ]) whose registered address is at [ ]
[Buyer's Development	the development of [ ] at the Buyer's Land pursuant to a planning permission (ref: [ ]) dated [ ] a copy which is appended to this Notice]
[Buyer's Land	means land at [ ] registered at HM Land Registry under title number [ ] and shown edged red on Plan 2]

Capacity Report	means the report appended to this Notice which indicates the remaining Biodiversity Units in the Parcel
Conservation Covenant	means the conservation covenant dated [ ] made between (1) the Landowner and (2) the Responsible Body
Landowner	**WILD CAPITAL 1 PROPCO 2 LIMITED** (Co Regn No 14747595) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ
Parcel	means such area of land shown edged red on Plan 1
Parcel Activation Notice	means a notice dated [ ] by which the Responsible Body validates the Parcel for the allocation of Biodiversity Units to developments
Plan 1	means the plan appended to this notice and marked "plan 1"
[Plan 2]	[means the plan appended to this notice and marked "plan 2"]
Responsible Body	**HARRY FERGUSON HOLDINGS LIMITED** (Co Regn No 01573192) whose registered address is at Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL

2 ALLOCATION NOTICE

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

2.2 In accordance with clause 7.3 of the Conservation Covenant, the Landowner hereby notifies the Responsible Body that on [ ] the Landowner has allocated the Biodiversity Units to the Buyer pursuant to the Allocation Agreement.

2.3 [The Biodiversity Units are to be allocated solely for the Buyer's Development.] [*Drafting Note: Only applies if the Biodiversity Units are allocated to a Development*]

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

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

Signed on behalf of Landowner ……

APPENDIX 6

Retention Notice

RETENTION RELEASE NOTICE

Conservation Covenant Agreement dated [ ] 2024 made between (1) **Wild Capital 1 Propco 2 Limited** (2) **Harry Ferguson Holdings Limited** (the "**Agreement**").

The Landowner and the Responsible Body (as defined in the Agreement) hereby give notice to Irwin Mitchell LLP that the following sums should be withdrawn from the Retention (as defined in the Agreement)

Description	**Amount**

And paid to Responsible Body's Solicitors at the following account:

Account Name:

Sort Code:

Account details:

We authorise the withdrawal and payment of the sums referred to above

Signed for and on behalf of the Landowner

Signed for and on behalf of Responsible Body

APPENDIX 7

Parcel Activation Notice

Dated:

PARCEL ACTIVATION NOTICE

---

1 DEFINITIONS

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

Biodiversity Metric	means the up to date statutory metric calculation attached to this Notice which identifies the Biodiversity Units
Biodiversity Units	means the units of biodiversity value (as identified in the Biodiversity Metric) to be created on the Parcel
Conservation Covenant	means the conservation covenant dated [ ] made between (1) the Landowner and (2) the Responsible Body
Landowner	**WILD CAPITAL 1 PROPCO 2 LIMITED** (Co Regn No 14747595) whose registered office is situated at Lynton House, 7-12 Tavistick Square, London, WC1H 9BQ
Parcel	means such area of land shown edged red on the Plan
Plan	means the plan appended to this notice
Responsible Body	**HARRY FERGUSON HOLDINGS LIMITED** (Co Regn No 01573192) whose registered address is at Kings Manor Farm, Copse Lane, Freshwater, Isle Of Wight, PO40 9TL
Works Plan	means the works plan appended to this Notice, which identifies the budget for carrying out the creation,

	enhancement and management of the habitat within the Parcel

2 PARCEL ACTIVATION NOTICE

2.1 In accordance with clause 7.1 of the Conservation Covenant, the Landowner hereby notifies the Responsible Body that the Landowner requires the activation of the Parcel.

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

2.3 The Parcel is [ ] hectares.

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

[2.5 All other activated parcels are shown edged blue on the Plan.]

Signed on behalf of Landowner ……

Signed on behalf of Responsible Body ……

APPENDIX 8

Retention Undertaking Letter

Your Ref: **David Myers**
Our Ref: **32808/20522/05233274-4/43180835-3**

Recipient Name
Squire Patton Boggs (UK) LLP
By email only

STRICTLY PRIVATE AND CONFIDENTIAL

Sam Knight
Direct Dial: 01243 813157
sam.knight@irwinmitchell.com

[ ] 2024

BY EMAIL ONLY: david.myers@squirepb.com

Dear Sirs

LETTER OF UNDERTAKING: RETENTION FOR HABITAT BANK WORKS

1. Definitions

"Bank" means HSBC or such other UK clearing bank as we may nominate for the purposes of holding the Retention from time to time

"**Client Account**" means our client account with the Bank;

"**Conservation Covenant Agreement**" means the conservation covenant agreement relating to the Property dated [ ] made between the Landowner and the Responsible Body;

"**Final Long Stop Date**" means the date 24 months from and including the date hereof;

"**Joint Instruction Notice**" means a joint instruction notice signed by the Landowner and the Responsible Body in accordance with paragraph 5 hereof;

"Landowner" means Wild Capital 1 Propco 2 Limited (Co Regn No 15141309) whose registered office is situated at Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ;

"**Landowner's Solicitors**" Irwin Mitchell LLP of Thomas Eggar House, Friary Lane, Chichester, PO19 1UF;

"**Payment**" means payment in a sum as set out and/or apportioned in the Retention Notice;

"Property" has the same meaning as ascribed to the term in the Conservation Covenant Agreement;

"Receipt" means receipt in cleared funds free from any lien, charge or encumbrance;

"Retention" has the same meaning as ascribed to the term in the Conservation Covenant Agreement;

"Retention Notice" means a notice for payment out of the Retention in the form (mutatis mutandis) set out in the Schedule;

"Responsible Body" means Harry Ferguson Holdings Limited (Co Regn No 01573192) whose registered address is situated at Kings Manor Farm, Copse Lane, Freshwater, Isle of Wight, PO40 9TL;

"**Responsible Body's Solicitors**" means Squire Patton Boggs (UK) LLP, 6 Wellington Place, Leeds, LS1 4AP (FAO. David Myers) or such other firm of solicitors as the Responsible Body may instruct to act on its behalf and notify us of in writing

"**Working Day**" any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday and **'Working Days'** shall be construed accordingly.

2. Undertaking

2.1. The Landowner and the Responsible Body jointly and severally authorise Irwin Mitchell LLP ("**We**" "**us**") to hold the Retention as stakeholders and to release the Retention in accordance with the terms of this letter.

2.2. We, Irwin Mitchell LLP, undertake to hold the Retention pursuant to the terms of this letter.

2.3. All terms defined in the Conservation Covenant Agreement shall have their same meanings in this letter save only to the extent that such terms are redefined in this letter.

3. Creation of Retention

3.1. We will, subject to being instructed on a Sale:

3.1.1. from the date of Receipt hold the Retention and all interest accruing on it (less any amount debited to that account by the Bank in respect of its fees and charges) from and including the date of receipt from the Buyer's solicitors in the Client Account; and

3.1.2. transfer or otherwise deal with the Retention only as expressly provided herein or in such other manner as the Landowner and the Responsible Body may from time to time jointly instruct us in accordance with paragraph 5.

3.2. The Landowner and the Responsible Body confirm that this letter is the "Retention Undertaking Letter" as required pursuant to the Conservation Covenant Agreement.

3.3. The Landowner shall procure that the Landowner's Solicitors transfer the Retention from the completion funds of a Sale to the Retention Account on the date of completion to be held on the terms hereof.

3.4. We shall not be required to receive any monies nor apply the same to the Retention unless they are transferred to us by the Buyer's solicitors, being a firm of solicitors authorised and regulated by the Solicitors Regulation Authority.

4. Release of Retention

4.1. We will release the Payment to the Responsible Body's Solicitors on receipt of a Retention Notice and it is hereby agreed and acknowledged that:

4.1.1. We are entitled to rely without enquiry on any Retention Notice which appears on its face to be signed on behalf of the Landowner and the Responsible Body;

4.1.2. We are not required to enquire as to whether any sums to which the Payment relates are properly payable pursuant to the Conservation Covenant Agreement;

4.1.3. We may discharge any instruction to make the Payment by instructing the Bank to make such Payment and we shall not be liable for any delay or failure on the part of the Bank in executing any such instruction or for any loss or banking failure (including, without limitation, by way of collapse or insolvency of the Bank) incurred by any party;

4.1.4. In making any Payment, we may withhold or deduct any sum which we are obliged by law to so withhold or deduct (whether in respect of any liability to taxation or otherwise, including penalties and interest relating to taxation) and may account to any relevant tax authority for any withholding in respect of taxation on interest earned on the Retention;

4.1.5. The Landowner and the Responsible Body authorise us to pay out of the Retention any telegraphic bank charges, bank charges, taxation and other liabilities referable to the operation of the Retention or it's release;

4.1.6. We shall have no obligation or be liable to make any Payment from the Retention to the extent that such Payment would result in the amount of the Retention falling below £0.

5. Joint Instruction Notice

5.1. The Landowner and the Responsible Body may serve a Joint Instruction Notice on us at any time revoking our appointment to hold the Retention and instructing us to transfer monies from the Retention either:

5.1.1. to the Landowner and the Responsible Body in the proportions specified in a Joint Instruction Notice provided that the proportions to be transferred to the Landowner and the Responsible Body shall be transferred to the Landowner's nominated account and the client account of the Responsible Body's Solicitors; or

5.1.2. to such other firm of solicitors as the Landowner and the Responsible Body may jointly nominate to hold the Retention in place of us as specified in a Joint Instruction Notice; or

5.1.3. to an Escrow Account.

5.2. Following receipt of a Joint Instruction Notice, we will transfer the monies from the Retention in accordance with the instructions specified in the Joint Instruction Notice

5.3. Following receipt of the Joint Instruction Notice in respect of the Retention and the payment by this firm in accordance with the instructions in the Joint Instruction Notice we shall be fully and finally released from our undertaking and all obligations under the terms of this letter.

5.4. For the avoidance of doubt, a Joint Instruction Notice shall not be valid if it purports to instruct us to transfer the Retention, or any part thereof, to any party not specified in paragraph 5.1.

5.5. We are entitled to rely without enquiry on a Joint Instruction Notice which appears on its face to be signed by or on behalf of the Landowner and the Responsible Body.

5.6. Once served a Joint Instruction Notice shall be irrevocable.

6. Long Stop

6.1. If by the Final Long Stop Date there remains any part of the Retention in the Client Account (and a valid Retention Notice has not been received by us), we may serve written notice on the Landowner and the Responsible Body confirming that we require the Landowner and the Responsible Body to promptly make alternative arrangements for the holding of the Retention.

6.2. Upon receipt of a notice served pursuant to paragraph 6.1, the Landowner and the Responsible Body shall endeavour promptly to make alternative arrangements for the holding of the Retention and serve a Joint Instruction Notice instructing us to transfer the balance of the Retention in accordance with paragraph 6.1.

6.3. Until such time as we receive a Joint Instruction Notice pursuant to paragraph 6.2, we shall continue to hold the balance of the Retention together with all accrued interest in accordance with the terms of this letter.

7. Interest on the Retention

7.1. We shall not be required to secure any particular rate of interest in respect of the Retention and shall not be liable to any party by virtue of any claim that the rate of interest earned on the Retention was less than may have been obtained by holding the Retention in any other account.

7.2. For the purposes of this agreement, any notice or determination given by the Bank of the amount of interest paid on the Retention shall (save in the case of fraud or manifest error) be conclusive and final and binding on the parties for all purposes.

7.3. All interest that accrues on the Retention will accrue to the party to whom the Retention is made pro rate in respect of any split of the Retention.

8. No Assignment

No person may assign or otherwise dispose of any rights under this letter, at law or in equity, including by way of declaration of trust. Any purported assignment in breach of this clause shall be void and shall confer no rights on the purported assignee.

9. Third Party Rights

A person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this letter. This clause shall not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Notices

10.1. Any notices or other communication given under this letter must be in writing and served:

10.1.1. by hand delivery to the recipient; or

10.1.2. by first class post addressed to the relevant party's address as specified in the Conservation Covenant Agreement, or such other address as a party may have last notified to the others in writing; or

10.2. Any notice given pursuant to paragraph 10.1 is deemed to have been served:

10.2.1. if delivered by hand, at the time of delivery;

10.2.2. if sent by post, two clear Working Days after the date of posting; and

10.3. For the purpose of paragraph 10.2, business hours means between 9.00 a.m. and 5.30 p.m. on a Working Day.

10.4. Any notice given under this agreement is not validly served if sent by email.

11. Variations

No variations of this agreement are effective unless made in writing signed by all parties or their authorised agents.

12. Counterparts

This agreement may be executed in any number of counterparts, but will not take effect until each party has executed at least one counterpart. Each counterpart will constitute an original, but all the counterparts together will constitute a single agreement.

13. Governing law

This agreement and any dispute or claim arising out of, or in connection with it (including a non-contractual dispute or claim) is to be governed by and construed in accordance with English law.

This undertaking is given to Squire Patton Boggs (UK) LLP by the sender on behalf of Irwin Mitchell LLP and not in any personal capacity. Irwin Mitchell LLP is bound by this undertaking. No one else is liable in connection with it.

14. Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement.

Yours faithfully

IRWIN MITCHELL LLP

Signed for and on behalf of the Landowner in order to provide the authority referred to at paragraph 2.1 above:

…….
Landowner

Signed for and on behalf of the Responsible Body by its authorised signatory in order to provide the authority referred to at paragraph 2.1 above:

…….
Harry Ferguson Holdings Limited

SCHEDULE 1

RETENTION RELEASE NOTICE

Conservation Covenant Agreement dated [ ] 2024 made between (1) **Wild Capital 1 Propco 2 Limited** (2) **Harry Ferguson Holdings Limited** (the "**Agreement**").

The Landowner and the Responsible Body (as defined in the Agreement) hereby give notice to Irwin Mitchell LLP that the following sums should be withdrawn from the Retention (as defined in the Agreement)

Description	**Amount**

And paid to Responsible Body at the following account:

Account Name:

Sort Code:

Account details:

We authorise the withdrawal and payment of the sums referred to above

Signed for and on behalf of the Landowner

Signed for and on behalf of Responsible Body