

DATED

19th June

2024

EAST CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

HUNDRED FOOT HOLDINGS LIMITED (2)

**PLANNING OBLIGATION BY DEED OF AGREEMENT
UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990 (as amended)**

relating to land on the north east side of Straight Furlong, Pymore and
land lying to the west of a road leading from Pymore to Westmoor Common, Downham
and land lying to the north of Little Drove, Little Downham

**LEGAL SERVICES
EAST CAMBRIDGESHIRE DISTRICT COUNCIL
THE GRANGE, NUTHOLT LANE, ELY, CAMBRIDGESHIRE CB7 4EE**

Date

19th June

2024

BETWEEN:

- (1) **EAST CAMBRIDGESHIRE DISTRICT COUNCIL** of The Grange Nutholt Lane Ely Cambridgeshire CB7 4EE ("the Council"); and
- (2) **HUNDRED FOOT HOLDINGS LIMITED** (company registration number: 13994721) whose registered address is Norfolk House Hamlin Way King's Lynn Norfolk PE30 4NG ("the Owner").

together referred to as "the Parties" and the word "Party" shall mean any one of them

INTRODUCTION

1. The Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Site is situated and by whom the planning obligations contained in schedule 1 to this Agreement are enforceable.
2. The Owner is the freehold owner of Parcel 1 and Parcel 2 and Parcel 3 of the Habitat Bank which are registered at the Land Registry under title numbers CB104593 and CB105332 and CB6136.
3. The Parties have agreed to enter into this Agreement in order to secure the provision management and maintenance of the Habitat Bank as a Biodiversity Gain Site as set out in the planning obligations contained in this Agreement, having regard to the provision of the Council's local plan, the NPPF, the 1990 Act, the 2021 Act and the 2023 Act.
4. The Parties have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended (to the extent relevant to the obligations in this Agreement).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"1982 Act"	the Local Government (Miscellaneous Provisions) Act 1982 (as amended)
"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"2021 Act"	the Environment Act 2021 (as amended)
"2023 Act"	the Levelling Up and Regeneration Act 2023 (as amended)
"Additional Monitoring Fee"	the sum of six hundred and seventy eight pounds (£678) Index Linked payable by the Owner to the Council as a contribution towards the Council's costs of reviewing a revised or replacement HMMP submitted by the Owner in accordance with paragraph 4.5 of Schedule 1 of this Agreement to include reviewing the updated Biodiversity Metric and a site visit
"Biodiversity Gain"	an increase or enhancement in biodiversity value (measured using the Biodiversity Metric) that can be dedicated by the Owner to a development of land which requires Biodiversity Net Gain to be secured and delivered off-site in order to achieve the BNG requirements applicable under planning law
"Biodiversity Gain Site" and "Biodiversity Gain Sites"	land as defined by section 100 of the 2021 Act where works are required for the purpose of habitat enhancement which enhancement is required to be maintained by the Owner for thirty (30) years after the completion of those works
"Biodiversity Gain Site Register"	the register established and maintained by Natural England of approved Biodiversity Gain Sites
"Biodiversity Metric"	the statutory biodiversity metric accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain and current at the date of this deed is The Statutory

	Biodiversity Metric (updated 12 February 2024)
“Biodiversity Net Gain” or “BNG”	a net gain in biodiversity measured in accordance with the Biodiversity Metric
“Biodiversity Unit” and “Biodiversity Units”	a unit(s) of measurement calculated by the Biodiversity Metric
“Breach Notice”	a notice which may be served by the Council on the Owner pursuant to paragraph 7 of Schedule 1 of this Agreement
“Commencement Notice”	a written notice served by the Owners on the Council pursuant to paragraph 2 of Schedule 1 of this Agreement confirming that <ul style="list-style-type: none"> i) the Owner has ceased use of the whole of the Habitat Bank for Current Land Uses; and ii) specifying the date on which the habitat enhancement began
“Current Land Uses”	the baseline land use of the Habitat Bank expressed in the Habitat Management and Monitoring Plan and Biodiversity Metric as being arable
“DEFRA”	the Government’s Department for Environment Food and Rural Affairs
“Expert”	has the meaning given in clause 14 of this Agreement
“Habitat Bank”	the land comprising Parcel 1, Parcel 2 and Parcel 3 together totalling 21.13 hectares of land against which this Agreement may be enforced as shown for identification purposes edged green on the Habitat Bank Site Plan and which together comprise a Biodiversity Gain Site approved by the Council for the provision of 3.87 Biodiversity Units (non priority ponds) and 119.40 Biodiversity Units (other neutral grassland) in connection with development in its administrative area
“Habitat Bank Site Plan”	the plan attached to this Agreement at Appendix 1
“Habitat Creation Works”	works of habitat enhancement to be undertaken to the Habitat Bank by the Owner as identified in the Habitat Management and Monitoring Plan to create new habitats and provide additional

	Biodiversity Units in the Habitat Bank
"Habitat Management and Monitoring Plan" or "HMMP"	the approved document titled 'Habitat Management and Monitoring Plan' dated 26 February 2024 appended to this Agreement at Appendix 2 as may be amended by agreement of the Owner and the Council from time to time in accordance with Schedule 1 of this Agreement which contains, but is not limited to, a written narrative and spatial mapping details for Biodiversity Gain on the Habitat Bank and the monitoring and reporting requirements
"Habitat Monitoring Report" and "Habitat Monitoring Reports"	<p>a written report substantially in the form of Natural England/DEFRA's BNG Habitat Monitoring Report (unless otherwise agreed in writing by the Council) to be provided by the Owner at years two (2) and five (5) and on each anniversary of the date of approval of the HMMP and thereafter every five (5) years on the tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) anniversaries respectively, which sets out:</p> <ul style="list-style-type: none"> (a) the results of a review of the operation and effectiveness of the HMMP since the previous Habitat Monitoring Report; and (b) any remedies or measures that are required to be implemented to meet the requirements of the HMMP that may reasonably affect the management of the Habitat Bank; and (c) the completion of any Habitat Creation Works for any part of the Habitat Bank and the number of additional Biodiversity Units created
"Index"	Consumer Price Index published by the Office of National Statistics (or any successor government body minister or department) or such other index as may be agreed
"Index Linked"	any payment expressed in this Agreement which is payable to the Council is to be increased by reference to the Index and as provided in clause 11 and the term "Indexation" shall be construed accordingly
"Interest"	interest at four (4) per cent above the base lending rate of Bank of England from time to time

"Monitoring Fee"	the sum of four thousand seven hundred and forty six pounds (£4,746) payable by the Owner to the Council in accordance with paragraph 3 of Schedule 1 of this Agreement as a contribution towards the Council's costs of reviewing the Habitat Monitoring Reports and monitoring compliance with the Owner's Obligations under this Agreement for a period of thirty (30) years from service of the Commencement Notice
"Natural England"	the public body known as Natural England or any successor body which acts as the Government's advisor for the natural environment in England
"NPPF"	the National Planning Policy Framework (December 2023) or any revision or successor document thereto
"Owner's Obligations"	the obligations given to the Council by the Owner as set out in Schedule 1 of this Agreement
"Parcel 1"	that part of the Habitat Bank registered at Land Registry under title number CB6136 known as land lying to the west of a road from Pymore to Westmoor Common Downham marked for identification purposes only as "Pygore (Parcel 1)" on the Habitat Bank Site Plan
"Parcel 2"	that part of the Habitat Bank registered at Land Registry under title number CB105332 known as land on the north east side of Straight Furlong Pymoor marked for identification purposes only as "Straight Furlong (Parcel 2)" on the Habitat Bank Site Plan
"Parcel 3"	that part of the Habitat Bank registered at Land Registry under title number CB104593 as land lying to the north of Little Drove Little Downham marked for identification purposes only as "Little Drive (Parcel 3)" on the Habitat Bank Site Plan
"Permitted Uses"	In respect of the Habitat Bank such uses of the land as expressed in the HMMP as are in accordance with and are not prejudicial to the implementation and operation of the HMMP subject to any necessary consents being obtained
"Phased Completion Notice"	a written notice served by the Owners on the Council pursuant to paragraph 2 of Schedule 1 of this Agreement confirming the completion of the Habitat Creation Works for that phase

"Planning Manager"	the Council's senior planning officer or any other officer to whom it delegates some or all of their functions under this Agreement
"Working Days"	any day from Monday to Friday which is not Good Friday, Christmas Day or a public holiday including statutory bank holidays

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4 Wherever more than one person is 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.
- 2.5 Any reference to a statute shall include any modification extension or re-enactment of that statute 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 statute or deriving validity from it.
- 2.6 References to any party to this deed shall include the successors in title to that party the personal representatives of that party and any party deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.7 Unless stated to the contrary, reference to the "**Owner**" shall include its respective successors in title and assigns and reference to the "**Council**" shall include its successors in statutory functions.
- 2.8 Where this deed requires a plan or strategy or other document to be submitted to the Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.9 The headings are for reference only and shall not affect construction.

- 2.10 Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing shall be deemed to include an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing.

3. LEGAL BASIS

- 3.1 This Agreement is made pursuant to section 106 of the 1990 Act; Part 6 of the 2021 Act; section 111 of the Local Government Act 1972; section 33 of the 1982 Act; section 1 of the Localism Act 2011 and all other enabling powers and has been entered into by the Council pursuant to those powers with the intent that the covenants and obligations shall hereafter run with the land pursuant to section 106 of the 1990 Act.
- 3.2 To the extent that they fall within the terms of section 106 of the 1990 Act, obligations covenants restrictions and undertakings on the part of the Owner in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and subject to clauses 7.6 and 7.8, are entered into with the intent that they are enforceable by the Council not only against the Owner but against any successors in title or assigns of the Owner as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers referred to in clause 3.1 of this Agreement.
- 3.4 The planning obligations created by this Agreement bind the Owner and its successors in title and assigns of each and every part of the Habitat Bank.

4. CONDITIONALITY

- 4.1 This Agreement shall come into effect upon the date at the head of this Agreement.

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council to observe and perform or cause to be observed or performed the Owner's Obligations contained in this Agreement at the time and in the manner provided herein and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Agreement.
- 5.2 The Owner shall indemnify the Council for any reasonable expenses or liability necessarily incurred as a result of a breach by the Owner of the Owner's

Obligations and failure to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Agreement.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner that it will observe and perform or cause to be observed or performed the obligations on the part of the Council as set out in Schedule 2 of this Agreement at the times and in the manner provided therein and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Agreement.
- 6.2 Nothing in this Agreement shall fetter the statutory rights, powers or duties of the Council as a local planning authority in the discharge of any statutory function (as the case may be).

7. MISCELLANEOUS

- 7.1 The Owner agrees declares and covenants to pay to the Council immediately prior to completion of this Agreement, the legal costs of the Council reasonably incurred in the negotiation, preparation and execution of this Agreement and the Monitoring Fee.
- 7.2 Without prejudice to clause 2.7 of this Agreement, this Agreement is not intended (nor does it) enable any person who is not named in this Agreement to have any rights to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Agreement shall be registered as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent, expression of satisfaction or a subsequent Agreement is required or sought by the Owner from the Council under the terms of this Agreement such agreement, approval, consent, expression of satisfaction or subsequent Agreement shall not be unreasonably withheld or delayed and (if given) any such agreement, consent, approval or expression of satisfaction shall be given in writing (and shall be of no effect unless given in writing).
- 7.5 Insofar as any clause or clauses or other provision of this Agreement is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Agreement.
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Habitat Bank (or part where such breach occurs) but without

prejudice to liability for any subsisting breach arising prior to parting with such interest provided that the notice required by clause 16 has been given and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.

- 7.7 The Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement cease to be relevant issue written confirmation of the same and request cancellation of all related entries in the register of local land charges.
- 7.8 The obligations contained in this Agreement shall not be binding upon nor enforceable against any statutory undertaker or other utility supplier who acquires any part of the Habitat Bank or interest therein for the purposes of the supply of electricity gas water drainage or telecommunication services PROVIDED THAT if a statutory undertaker or other utility supplier acquires any part of the Habitat Bank for such purposes the Parties agree that the Council shall be entitled within three (3) months of such acquisition to the provision by the Owner of replacement Biodiversity Unit(s) on the Habitat Bank (or if this is not practicable on land in the Council's administrative area, the precise location of which is to be agreed in writing by the Council) in place of those Biodiversity Units (if any) which had previously been allocated (which replacements shall be of an equivalent number, type and level of enhancement to those so lost).
- 7.9 Any monies held by the Council under the provisions of this Agreement shall in any event become the absolute property of the Council and shall not be subject to return by the Council to the payer in the event that the Owner or such other person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Habitat Bank or any part of the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Agreement.

8. WARRANTIES

- 8.1 The Owner hereby warrants and covenants that it is the freehold owner of Parcel 1 and Parcel 2 and Parcel 3 and that it has full power to enter into this Agreement and there is no other person or body having a charge over or any other interest in the Habitat Bank within its ownership whose consent is

necessary to make this Agreement binding on the Habitat Bank and all estates and interests therein.

- 8.2 The Owner hereby warrants and covenants that at the date hereof there are no interests (legal or equitable) required for the purposes of section 106 of the 1990 Act in the Habitat Bank other than those detailed in this Agreement and that no part of the Habitat Bank is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Habitat Bank.

9. WAIVER

- 9.1 No waiver (whether expressed or implied) by any Party to this Agreement of any breach or default in performing or observing any of the provisions of this Agreement by any other Party shall constitute a continuing waiver and no such waiver shall prevent the Party granting it (or implied to have done so) from enforcing any of the relevant provisions or from acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

- 10.1 The Owner covenants with the Council to give the Council written notice within ten (10) Working Days of any of the following events which relate to the Habitat Bank, namely (a) conveyance (b) transfer (c) lease (d) assignment (e) mortgage or other disposition entered into in respect of all or any part of the Habitat Bank.

11. INDEXATION

- 11.1 The Additional Monitoring Fee payable under this Agreement shall be Index Linked from the date hereof until the date on which such sum is paid in full to the Council and any such payment shall be treated as part of the relevant contribution.

12. INTEREST

- 12.1 If any of the Monitoring Fee or the Additional Monitoring Fee payable under this Agreement is not paid by the Owner to the Council for a period exceeding five (5) Working Days from the due date the Owner shall pay on demand to the Council Interest on any outstanding portion of the principal sum thereon from the

due date of payment until the actual payment and any such payment and any such interest shall be treated as part of the relevant contribution.

13. VAT

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

14. DISPUTE RESOLUTION

- 14.1 Save as provided in this Agreement the Parties will attempt in good faith to resolve any dispute, claim or proceeding arising out of or relating to this Agreement promptly initially through negotiations between the respective senior executives of the Parties who have authority to settle the same and thereafter as provided in this clause 14.
- 14.2 If the matter is not resolved through negotiation within twenty-eight (28) days after the date upon which the dispute or breach was first notified in writing by one Party to another then such dispute or difference may be referred by any Party giving written notice to the other Parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the "Expert" whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares. A person appointed pursuant to this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:
- 14.2.1 Each party to the dispute must submit its first representations to the Expert within twenty eight (28) days of the person appointed writing to the parties requesting such representations; and
- 14.2.2 Once the parties to the dispute have received the first representations that each has submitted to the Expert, they shall have a further fourteen (14) days to submit to the Expert their response to these first representations.
- 14.3 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief; injunction; specific

performance; payment of any sum; damages; any other means of enforcing this Agreement and consequential and interim orders and relief.

14.4 This clause 14 does not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts and nothing in this Agreement shall fetter any Party's rights to bring an action in the courts.

14.5 This clause 14 does not apply to any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any Party in its absolute discretion pursuant to this Agreement or in relation to any failure or delay by such Party in agreeing or approving or determining such matter in its absolute discretion.

15. NOTICES

15.1 Any notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery or prepaid first class letter post (or its equivalent) to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose of giving notice in writing.

15.2 A notice or communication shall be served or given:

15.2.1 on the Owner at the address set out above or such other address as shall be notified in writing to the Council from time to time and

15.2.2 on the Council at the address set out above or other such address as shall be notified in writing to the Parties from time to time and addressed to its Planning Manager.

15.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer of the Council.

16. JURISDICTION

16.1 This Agreement is governed by and interpreted in accordance with the laws of England and the Parties agree to the non-exclusive jurisdiction of the English and Welsh courts.

17. TERMINATION AND VARIATION

17.1 This Agreement may be terminated by the Owner:

17.1.1 in respect of any or all of the Biodiversity Units from the Habitat Bank which have not been allocated to developments within five years of the date of this Agreement; and/or

17.1.2 in respect of any or all of the unallocated Biodiversity Units from the Habitat Bank of which the Owner has sought and received written confirmation from Natural England for the removal of any or all of the Biodiversity Units from the Biodiversity Gain Site Register under Regulation 24 or Regulation 26 of The Biodiversity Gain Site Register Regulations 2024 (as amended)

IT BEING AGREED THAT in the event of the Agreement being terminated pursuant to clause 17.1 above: (i) the Council shall repay to the Owner such pro rata amount of the Monitoring Fee properly owing to the Owner as a result of the reduction in number of the Biodiversity Units from the Habitat Bank; and (ii) the Owner shall no longer be bound to use such Biodiversity Units from the Habitat Bank as have not been allocated and/or have been deregistered from the Biodiversity Gain Site Register for the Permitted Uses.

IT ALSO BEING AGREED FOR THE AVOIDANCE OF DOUBT THAT in respect of any or all of the Biodiversity Units from the Habitat Bank which have been allocated, the termination provisions pursuant to clause 17.1 above shall not apply and any and all allocated Biodiversity Units from the Habitat Bank will remain subject to the terms of this Agreement.

17.2 In the event of a variation to the terms of this Agreement the Owner and the Council may by agreement make such changes to the Agreement (with such changes to be documented in a deed of variation to this Agreement) as are reasonably required to take account of the variation.

18. DELIVERY

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

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



SCHEDULE 1
THE OWNER'S COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:

- 1. Biodiversity Gain Site Register**
- 1.1 The Owner hereby acknowledges and accepts that the Owner shall not allocate any Biodiversity Units from the Habitat Bank until such time as the Habitat Bank has met the eligibility criteria of Natural England and has been formally recorded on the Biodiversity Gain Site Register in accordance with Regulation 11 of The Biodiversity Gain Site Register Regulations 2024.

- 2. Commencement Notice, Phased Completion Notice and Implementation of the Habitat Management and Monitoring Plan**
- 2.1 To serve on the Council the Commencement Notice prior to the completion of allocating any Biodiversity Units in relation to the Habitat Bank.
- 2.2 Following service of the Commencement Notice on the Council pursuant to paragraph 2.1 of this Schedule 1 of this Agreement, the Owner shall (unless otherwise agreed with the Council in writing):
 - 2.2.1 cease using the whole of the Habitat Bank for any Current Land Uses save for the Permitted Uses by the date specified in the Commencement Notice;
 - 2.2.2 not use the Habitat Bank for any Current Land Uses (save for the avoidance of doubt any Permitted Uses) during the period of thirty (30) years from the date specified in the Commencement Notice that the habitat enhancement began;
 - 2.2.3 implement the HMMP (subject to any revision or replacement that may be agreed in writing pursuant to paragraph 4 of this Schedule 1) for a period of thirty (30) years from the date specified in the Commencement Notice that the habitat enhancement began.
- 2.3 To serve the Council with a Phased Completion Notice upon completion of each phase of the Habitat Creation Works.
- 2.4 Following service of a Phased Completion Notice on the Council pursuant to paragraph 2.3 of this Schedule 1 of this Agreement, the Owner shall (unless otherwise agreed with the Council in writing):

2.4.1 Not allocate any part of the Habitat Bank as Biodiversity Units unless and until any Habitat Creation Works for that applicable phase have been inspected and agreed in writing by the Council;

2.4.2 Manage and maintain the habitat created as a result of the Habitat Creation Works for that phase for a period of thirty (30) years from the date on which the Habitat Creation Works for that phase are agreed in writing by the Council pursuant to paragraph 2.4.1 of this Schedule 1.

3. Monitoring Fee

3.1 To pay to the Council the Monitoring Fee immediately prior to completion of this Agreement.

3.2 The Owner shall not allocate any Biodiversity Units in relation to the Habitat Bank unless and until the Monitoring Fee has been paid in full to the Council.

4. Habitat Management and Monitoring Plan

4.1 The Owner shall comply at all times with the HMMP and shall be responsible for the delivery management and monitoring of each part of the Habitat Bank in accordance with the HMMP and shall only allocate Biodiversity Units in relation to the Habitat Bank that are approved by the HMMP.

4.2 The Owner shall provide the Habitat Monitoring Reports to the Council at the intervals stated in the definition of Habitat Monitoring Reports in clause 1 (unless agreed otherwise) and shall provide to the Council evidence of compliance if requested.

4.3 The Owner shall review each Habitat Monitoring Report with the Council and if the Council (acting reasonably) is of the view that a Habitat Monitoring Report indicates that the HMMP is not being complied with it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8) weeks of receiving the Habitat Monitoring Report.

4.4 Following receipt of any written notice from the Council pursuant to paragraph 4.3 above, the Owner shall submit to the Council for approval the HMMP remedial measures that are designed to ensure the aims of the HMMP can be met including such further revisions as are reasonably required by the Council until such time as the HMMP remedial measures are approved in writing by the Council PROVIDED THAT the Owner shall implement the HMMP remedial

measures as soon as reasonably practicable after they have been approved by the Council.

- 4.5 Without prejudice to the operation of paragraph 4.2 above, the Owner may at any time prepare and submit a revised or replacement HMMP to the Council for approval in writing including (for the avoidance of doubt) to make provision for:

4.5.1 the use or management of the Habitat Bank in a manner consistent with its function as a Biodiversity Gain Site;

4.5.2 to take account of any relevant changes in law or guidance PROVIDED THAT such revised or replacement HMMP shall not prejudice the continued functioning of the Habitat Bank as a Biodiversity Gain Site and/or any existing allocation

and in the event that a revised or replacement HMMP is submitted by the Owner in accordance with this paragraph 4.5 the Owner shall pay to the Council the Additional Monitoring Fee at the same time as submitting the revised or replacement HMMP for approval by the Council.

5. Encumbrances

- 5.1 The Owner shall not:

5.1.1 create or cause or permit any encumbrance to the registered title to the Habitat Bank; or

5.1.2 execute, renew or extend (nor cause or permit the execution, renewal or extension of) any lien, licence or similar interest

that may reasonably affect the management and maintenance of the Habitat Bank in accordance with the HMMP, without the prior written consent of the Council such consent not to be unreasonably withheld or delayed.

6. Access

- 6.1 To allow access to the Habitat Bank on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the HMMP and this Agreement.

7. Breach Provisions

- 7.1 If following a visit to the Habitat Bank and/or following a review of the HMMP, the Council (acting reasonably) gives notice to the Owner that it is not satisfied that the Owner is complying with the Owner's Obligations then:

7.1.1 the Council may serve the Owner with a Breach Notice setting out (a) the Council's reasons why it alleges the Owner is not complying with the

Owner's Obligations (b) what steps the Council proposes the Owner should take to remedy any breach or non-compliance with the Owner's Obligations and (c) the reasonable time period within which any steps specified in the notice shall be taken by the Owner;

- 7.1.2 The Owner must notify the Council within twenty (20) Working Days of the service of the Breach Notice whether the Owner accepts or disputes the notice and if it disputes some or all of the terms of the Breach Notice the Owner shall provide the Council with a reasoned response to the Breach Notice within the said twenty (20) Working Days;
- 7.1.3 If the Owner accepts the Breach Notice, the Owner and the Council must within twenty (20) Working Days of the date of accepting the said notice use reasonable endeavours to agree with each other what steps are required to remedy the breach and, if applicable, any remedial works whereupon once agreed the Owner shall commence and diligently proceed to remedy the breach in accordance with the time period specified in the Breach Notice (or such other period as may be agreed between the Owner and the Council) and, if applicable, complete any remedial works in accordance with the time period specified in the Breach Notice (or such other period as may be agreed between the Owner and the Council);
- 7.1.4 In the event of a breach resulting in the loss of one or more Biodiversity Units in the Habitat Bank where the lost Biodiversity Units cannot be replaced in the Habitat Bank through remedial works, the Owner shall either secure replacement Biodiversity Units elsewhere within the Council's administrative area or the Owner shall purchase statutory biodiversity credits of an equivalent number, type and level of enhancement to those lost Biodiversity Units;
- 7.1.5 In the event of either (a) the Owner disputing the Breach Notice or (b) the Owner and the Council being unable to agree what steps are required to remedy the breach then either the Owner (in the case of (a) above) or the Owner and/or the Council (in the case of (b) above) may request that the matter be referred for determination by the Expert to be appointed pursuant to the mechanism in clause 14 of this Agreement;
- 7.1.6 If the Owner does not use reasonable endeavours to remedy the breach within the stated time period or longer period as agreed with the Council then the Council will be able to pursue all legal remedies (but shall be under no obligation in respect thereof).

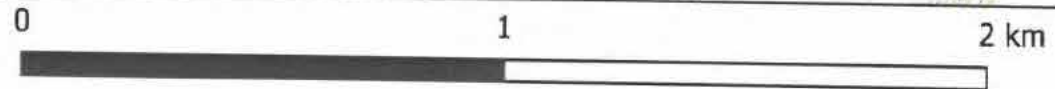
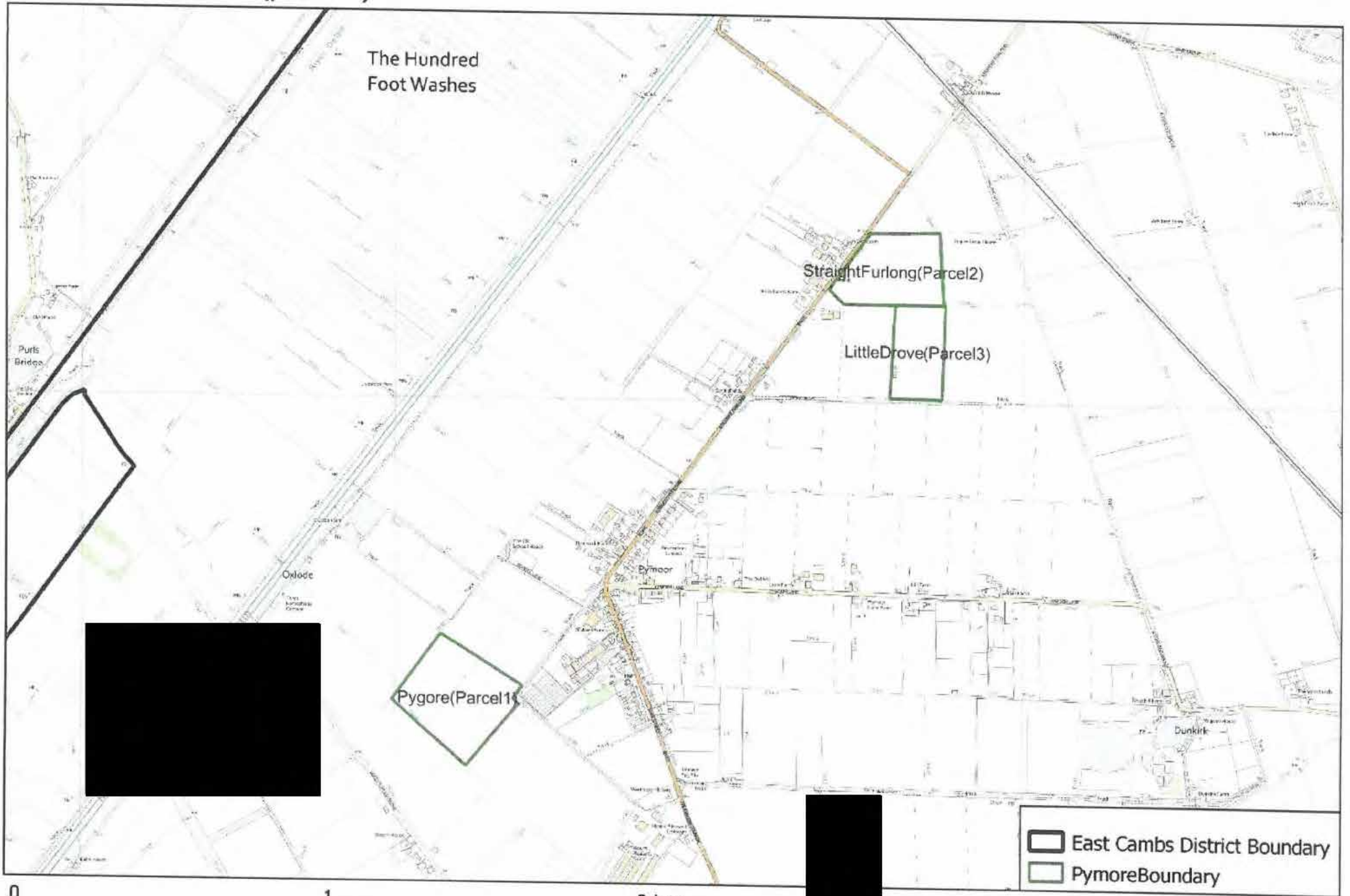
SCHEDULE 2
THE COUNCIL'S COVENANTS WITH THE OWNER

The Council covenants with the Owner as follows:

1. Not to unreasonably withhold or delay giving its written approval to any revised or replacement HMMP submitted by the Owner to the Council pursuant to Schedule 1 of this Agreement provided that the Owner has paid the Additional Monitoring Fee in full to the Council where applicable.
2. To operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in this Agreement.
3. To give reasonable notice (SAVE in respect of anything which may be regarded by the Council (acting reasonably) as an actual or emerging emergency) to the Owner of its intention to access the Habitat Bank for the purposes of inspection pursuant to paragraphs 2.4, 6 and 7 of Schedule 1 of this Agreement or to ascertain compliance with the requirements of any Breach Notice issued under paragraph 7 of this Schedule 1.
4. Save for the Monitoring Fee (which is designed to be spent over the thirty (30) year lifetime of the HMMP) if any sum paid to the Council or any part thereof is not committed for the purposes specified herein ten (10) years after the date of receipt then the Council covenants with the payee to repay to the payee all or any of the remaining balance that remains unspent or not committed together with Interest which has accrued thereon from the date of receipt of payment by the Council to the date of repayment.
5. For the avoidance of doubt, for the purposes of paragraph 4 above any sum (or part thereof) shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require it to expend funds in the future.
6. To use the Monitoring Fee and the Additional Monitoring Fee (as appropriate) for its intended purpose and not for any other purpose.
7. To monitor the implementation and operation of the HMMP by way of periodical physical visits to the Habitat Bank by a suitably qualified ecologist and environmental management professional to inspect the Habitat Bank and to provide as soon as practicable afterwards a written report to the Owner of the findings of the visit at the following intervals:
 - 7.1 at year two (2); and at year five (5); and
 - 7.2 every five years thereafter.

APPENDIX 1
HABITAT BANK SITE PLAN

Pymore Habitat Bank (phase 1)



APPENDIX 2

HABITAT MANAGEMENT AND MONITORING PLAN

Habitat Management and Monitoring Plan

Site Name:	Oxwillow – Pygore, Straight Furlong (Barker's) & Little Drove
Date:	26/02/2024
Version:	1.2



1. Project Background

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

Site Overview PB-B01	
Project type	Off-site Habitat Bank
Development Name and Address	N/A
BNG Project Name and Address	Oxwillow Habitat Bank phase 1
Author Organisation	Wildlife Trust BCN
Landowner	Hundred Foot Holdings Ltd
Land Manager	Same as landowner
Responsible person/organisation for creating or enhancing the habitat	Landowner
Period covered by this management plan	September 2023 to September 2054. 5 Year HMMP update due September 2029
Planning authority	East Cambridgeshire District Council
Planning reference (if applicable)	N/a
BNG register reference (if applicable)	Applicable for off-site only To be confirmed early 2024
Central OS grid reference	TL4925 8615 Pygore TL5065 8705 Little Drove / Straight Furlong (Barker's)
Metric revision/title	4.0
Are any Irreplaceable Habitats present onsite	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

Summary of Management Plan

Habitats to be Retained, Created and Enhanced PB-B02

The Habitat Bank involves the creation of Other Neutral Grassland and six ponds from arable land. Ditches are retained. A short length of hedgerow is also being retained, and it will be extended through creation of a new hedgerow.

Timescales for Actions PB-B03

Habitat creation including ground preparation and sowing of UK wild origin native seed mix took place in August 2023. Six ponds were created shortly before in July 2023. Hedgerow creation will take place in winter 2024/25.

During year 1, the establishing grassland will be cut 3 times during the growing season to encourage establishment. From year 2 onwards the grassland will either be managed by hay cutting in summer and late summer / autumn grazing, or by extensive summer / autumn grazing.

The ponds will be allowed to vegetate naturally with progress regularly monitored. Once the aquatic and marginal vegetation has established, the ponds will be managed periodically as required to maintain between 30 and 70% of the area as open water. Any non-native invasive species that colonise will be removed.

The new hedgerow will be planted and failures replaced during the first 5 years. The hedgerow will be trimmed to encourage bushy growth in year 5 and regularly managed on rotation thereafter.

A monitoring programme will be implemented as set out below.

Monitoring Requirements PB-B04

The grassland, pond and hedgerow habitats will be monitored in year 1, 2, 3, 4, 5, 10, 15, 20, 25 & 30.

Required Consents and Licences PB-B05

None. Habitat works have not taken place within 9 metres of the adjacent IDB drains to avoid the need for consent.

Funding PB-B06

Privately funded.

Legal Agreement PB-B07

Landowner in discussion with East Cambridgeshire DC regarding a S106 for the Habitat Bank.

Contents

1. Project Background	2
Summary of Management Plan.....	2
Site Boundary Plan PB-F01.....	3
Site Context Plan PB-F02.....	4
Phasing strategy.....	5
Roles and Responsibilities.....	5
Land Use Summary.....	6
Site Context Photos PB-F03.....	7
Site Baseline, Environmental Information and Associated Impacts Checklist PB-T01.....	8
Baseline and Environmental Information.....	9
2. Planned Management Activities	17
Principles Informed by Design Stage.....	18
Habitat and Condition Targets PM-T01.....	19
Habitat Retention.....	21
Habitat Retention Plan PM-F01.....	21
Creation, Enhancement and Management Targets and Prescriptions.....	23
Habitat Creation and Management – Risk Register and Remedial Measures PM-T02.....	32
3. Monitoring Schedule	38
Monitoring Strategy.....	38
Monitoring Methods and Intervals MS-T01.....	38
Monitoring Reports.....	39
Adaptive Management.....	39

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.

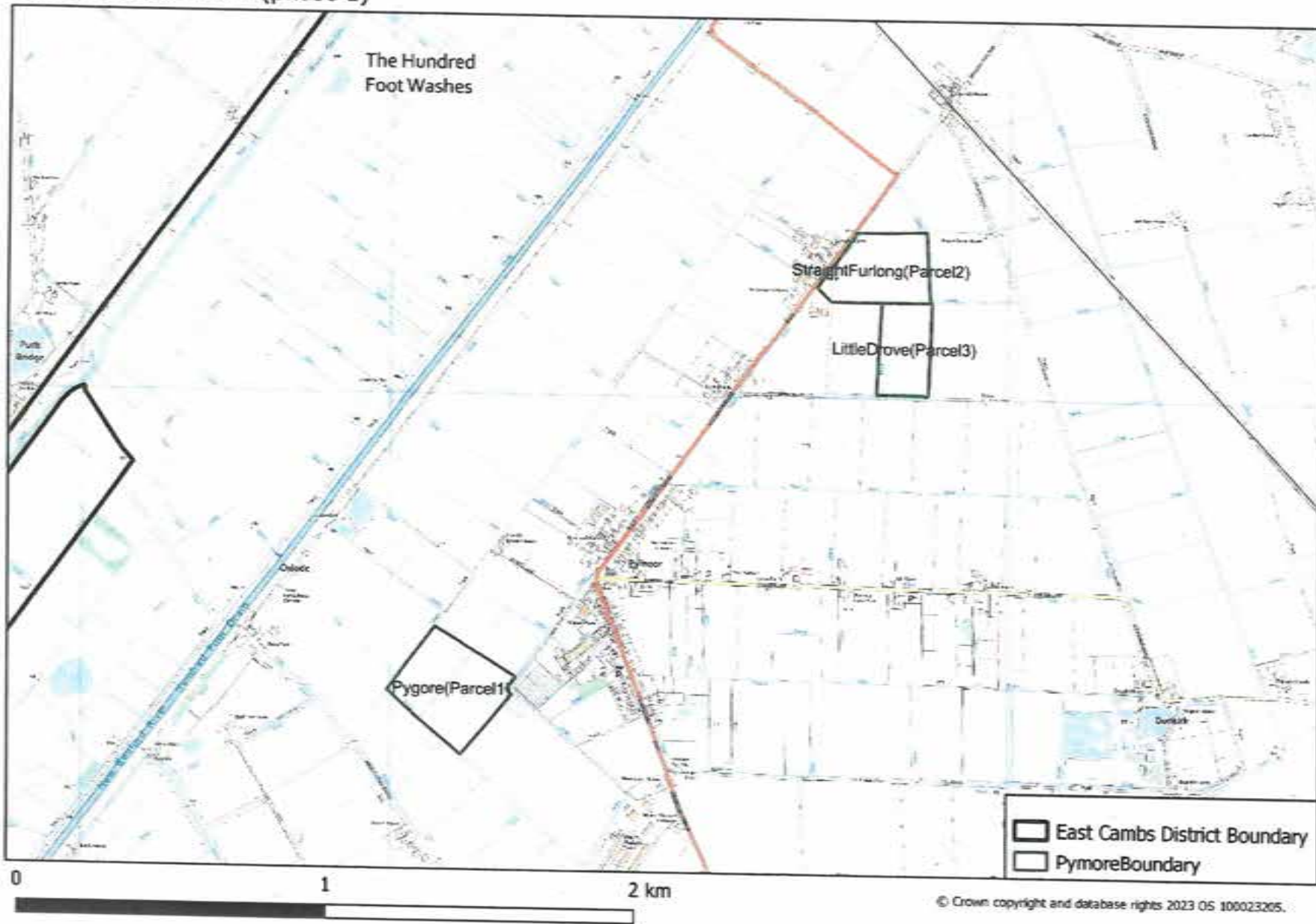
Version	Issue Status	Prepared by / Date	Approved by / Date
1.0	Draft	Martin Baker MCIEEM 11/12/2023	
1.1	Final Draft	Martin Baker MCIEEM 31/01/2024	
1.2	FINAL	Sarah-Jane Taylor	A Robinson 26/2/24

Document Details

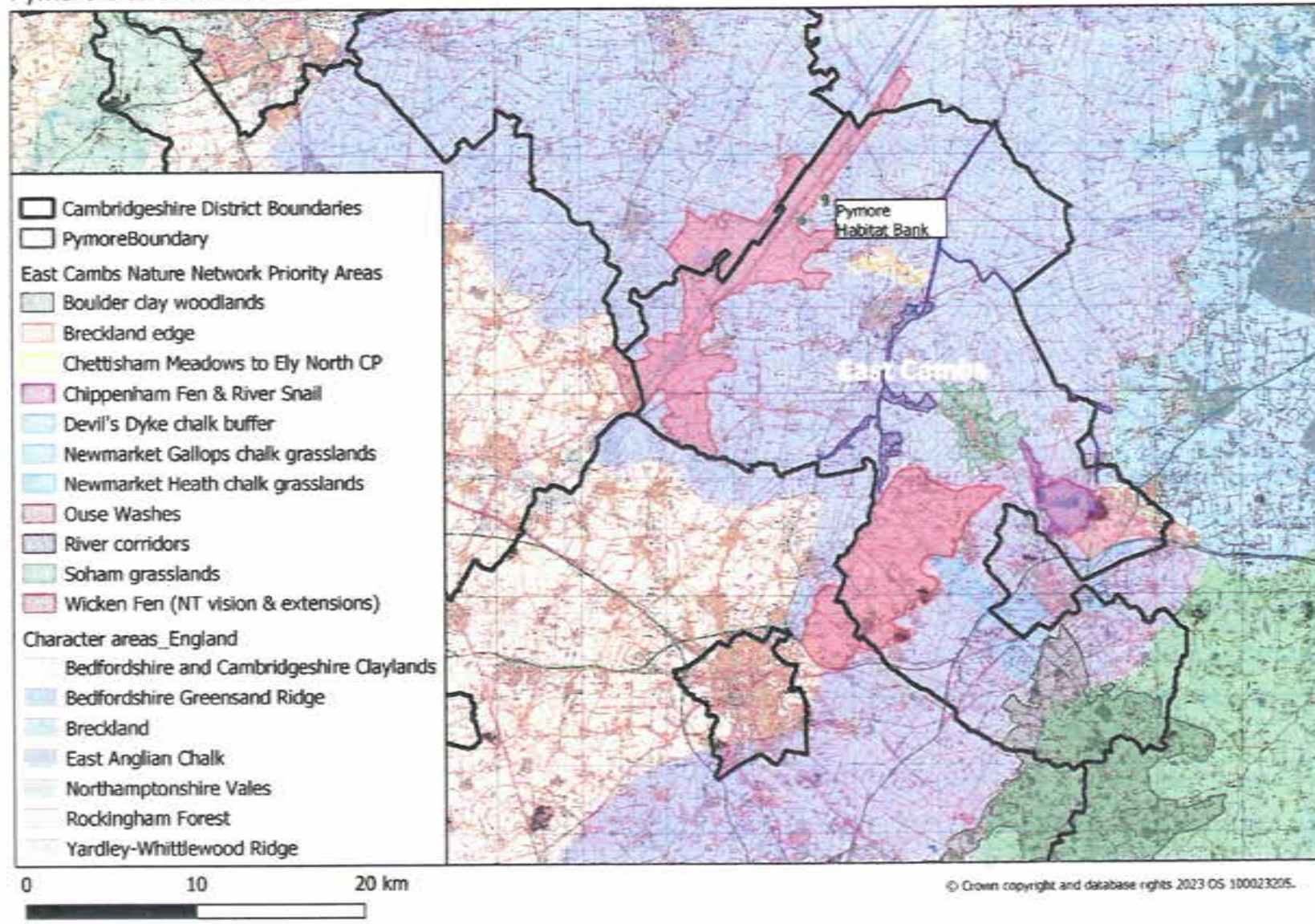
Provide ownership, copyright and licensing information within this table.

Authorship Details
© Wildlife Trust BCN, The Manor House, Broad Street, Great Cambourne, Cambs CB23 6DH
Maps produced under OS licence:
© Crown copyright and database rights 2023 OS 100023205. Use of this data is subject to terms and conditions.
https://www.ordnancesurvey.co.uk/documents/licensing/public-sector-viewing-terms.pdf

Pymore Habitat Bank (phase 1)



Pymore Site Context Plan



Phasing strategy

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

Provide details of how the project and any habitat creation and enhancement works and their management will be phased.

Include details of how this will be tracked and monitored to achieve the BNG targets on the ground.

State if this management plan covers a single phase or if it is a site wide management plan.

If being provided for a single phase, provide a reference to a document that provides information on the overarching management plan for all phases.

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	M P Baker			
Organisation	Wildlife Trust BCN			
Responsibility	Start Date:	End Date:		
	Sept 2023	Sept 2054		

The project ecologist is responsible for preparing this HMMP. In addition, they will be responsible for monitoring the implementation of the habitat creation scheme and advising on management and any adaptive management measures required.

Statement of Competency

M P Baker is a full member of the Chartered Institute of Ecology and Environment Management.

Landowner or Land Manager PB-B10

Name or Initials	Craig & Sarah-Jane Taylor			
Organisation	Oxwillow			
Responsibility	Start Date:	End Date:		
	Sept 2023	Sept 2054		

The landowner has been involved in the production of this HMMP and will sign up to implement the HMMP.

Statement of Competency

The landowners have farmed the area their whole lives so know the land intimately. They are both avid bird watchers and are committed to nature recovery across their whole farm for biodiversity and to retain carbon within the peat soils to address the climate emergency.

Management Organisation(s) Responsible for Implementing the HMMP PB-B11

Name or Initials	N/A works being completed by the landowner			
Organisation				
Responsibility	Start Date:	End Date:		

Ongoing

Statement of Competency

LPA or Responsible Body for Reviewing HMMP PB-B12

Name or Initials				
Organisation	East Cambridgeshire District Council			
Responsibility	Start Date:	End Date:		
	Dec 2023			

The LPA will be responsible for agreeing the S106 agreement for the Habitat Bank and monitoring implementation of this HMMP.

Land Use Summary

Overview of Baseline Site Use PB-B13

The land was arable cropland until 2021 when the last crop was grown. It was then left as winter stubble / fallow prior to the initiation of the habitat creation project.

Ground preparation including topping the stubble, creating a clean seed bed and broadcasting the chosen wildflower seed mix

10% *Agrostis capillaris* (Common Bent)
4% *Alopecurus pratensis* (Meadow Foxtail - wild)
2% *Anthoxanthum odoratum* (Sweet Vernal-grass - wild)
36% *Cynosurus cristatus* (Crested Dog's-tail)
24% *Festuca rubra* ssp. *litoralis* (Slender Creeping Red Fescue)
4% *Phleum bertolonii* – (Smaller Cat's-tail - wild)
0.5 % *Achillea millefolium* (Yarrow)
0.5 % *Betonica officinalis* (*Stachys officinalis*) (Betony)
1.0% *Centaurea nigra* (Common Knapweed)
0.3% *Daucus carota* (Wild Carrot)
2 % *Galium verum* (Lady's Bedstraw)
0.5% *Lathyrus pratensis* (Meadow Vetchling)
0.3% *Leontodon hispidus* (Rough Hawk-bit)
2% *Leucanthemum vulgare* (Oxeye Daisy)
0.2% *Lotus corniculatus* (Bird's-foot Trefoil)
0.4% *Plantago lanceolata* (Ribwort Plantain)
1% *Primula veris* (Cowslip)
2.4% *Prunella vulgaris* (Selfheal)
4% *Ranunculus acris* (Meadow Buttercup)
1.6% *Rhinanthus minor* (Yellow Rattle)
1.5% *Rumex acetosa* (Common Sorrel)
0.2% *Silene flos-cuculi* (*Lychnis flos-cuculi*) (Ragged Robin)
0.6% *Trifolium pratense* (Red Clover – wild)
1% *Vicia cracca* (Tufted Vetch)

This was undertaken in late summer and completed August 2023. The ponds were created beforehand in June and July 2023.

The hedgerow along part of the northern boundary of Pygore (Parcel 1, outlined in red on map) will be retained and managed as part of the overall site management, but no biodiversity units sold from it.

An IDB drain passes alongside each land parcel and a 9 metres wide access strip must be maintained for maintenance operations.

Overview of Proposed Site Use PB-B14

The habitat bank land will include the creation of the medium distinctiveness Other Neutral Grassland habitat along with six ponds across the three fields.

The grassland habitats will be managed by a mixture of traditional hay cutting and / or grazing to achieve target condition. Hay cutting will take place in mid-late summer depending on growing season and weather. The fields will then be grazed by cattle or sheep in later summer / autumn. If this isn't possible a second cut will be arranged to ensure the sward is low at the end of each growing season. An alternative management approach may be the use of extensive cattle grazing. If required supplementary seeding of key species will be undertaken.

The ponds will be managed periodically as necessary to achieve target conditions.

The Pygore hedgerow will be extended along the whole of the northern boundary of Parcel 1 and along part of the western boundary.

The IDB ditches will continue to be managed by the IDB. Other field ditches are retained but not enhanced and excluded from the Habitat Bank scheme. They will be managed occasionally as necessary to maintain flows and prevent flooding of neighbours land.

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.



Little drove ponds and grassland December 2023



Barkers pond and grassland December 2023



Pygore ponds and grassland December 2023

Pygore remnant hedgerow December 2023 to be retained and managed but no BU's sold from it
Exempt from S106



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

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

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

Baseline and Environmental Information	Prompts for when these may be relevant. This is not an exhaustive list. Use your professional judgement to determine which are required for your HMMP	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	<input checked="" type="checkbox"/>	No impacts predicted. The nearest designated site is the Ouse Washes SPA, SSSI, which is over 500 metres from this site and not functionally linked to the Habitat Bank site.
Protected and Notable Species	Does the presence or proximity of specific species on or near your site present any constraints or opportunities to project design or management?	<input type="checkbox"/>	No protected or notable species previously recorded from the site. The only notable species potentially impacted by these proposals are wintering swan species feeding on arable crops in the vicinity, but as a designated feature of the Ouse Washes, these are considered under Designated Sites section.
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	<input type="checkbox"/>	No INNS present
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	<input checked="" type="checkbox"/>	See above for designated & non-statutory sites.
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	<input checked="" type="checkbox"/>	Template form used
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	<input checked="" type="checkbox"/>	PROW pass adjacent to one side of Pygore and one side of Straight Furlong. There is no access to either site, though a viewing area to look across Pygore is planned.
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	<input type="checkbox"/>	N/a
Geology and Topography	Any geological or topographical constraints or opportunities?	<input type="checkbox"/>	N/a
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	<input type="checkbox"/>	N/a
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	<input checked="" type="checkbox"/>	Previous long-standing arable use of soils couple with organic rich soils could constrain creation of species-rich grassland. Separate soil survey undertaken [Document: PygoreSoilSurvey2022].
Contaminated Land	If there is any contaminated land, will this present any constraints?	<input type="checkbox"/>	N/a
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	<input type="checkbox"/>	An IDB drain passes alongside both land parcels, so the 9 metres wide access IDB and maintenance strip is assumed to only reach fairly poor condition grassland habitat.
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	<input type="checkbox"/>	Parcel 1 is mostly in Flood Zone 3, a tiny part in zone 2 and a small area in zone 1. All of parcels 2 & 3 are in Flood Zone 3. However, most of the Fens are within flood zone 3, but are protected by the extensive Fens drainage and flood protection infrastructure.
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	<input type="checkbox"/>	N/a
Historic Land Use	Does the historic land use present any constraints or opportunities?	<input type="checkbox"/>	N/a
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	<input type="checkbox"/>	N/a
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	<input type="checkbox"/>	N/a

Biological Records

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
Ouse Washes	SSSI / SPA	500 m	Negligible
Byall Fen Pumping Station Drains	CWS	750 m	Negligible

Summary of Designated Sites (BI-B01)

The Ouse Washes SPA / SSSI is designated for its populations of breeding and wintering waterbirds. The creation of Other Neutral Grassland with ponds from former arable land within 500 metres of the Ouse Washes will have a negligible impact on breeding wader populations and most species of wintering waterbird. One group that could potentially be impacted is the wintering swan species which feed on arable land in a large zone around the Ouse Washes. However, the area of the proposed habitat bank is negligible in terms of this wider swan impact risk zone which cover thousands of hectares of the Fens. In addition, the land subject to phase 1 of the Oxwillow Habitat Bank is on the higher ground close to Pymoor village and has public rights of way adjacent to it so it is therefore less attractive to feeding swans.

The habitat creation proposals for this site do not involve changing the function of the IDB drains so there will be no impacts on Byall Fen Pumping Station Drains County Wildlife Site, which is selected for its rich aquatic and marginal flora and associated invertebrates.

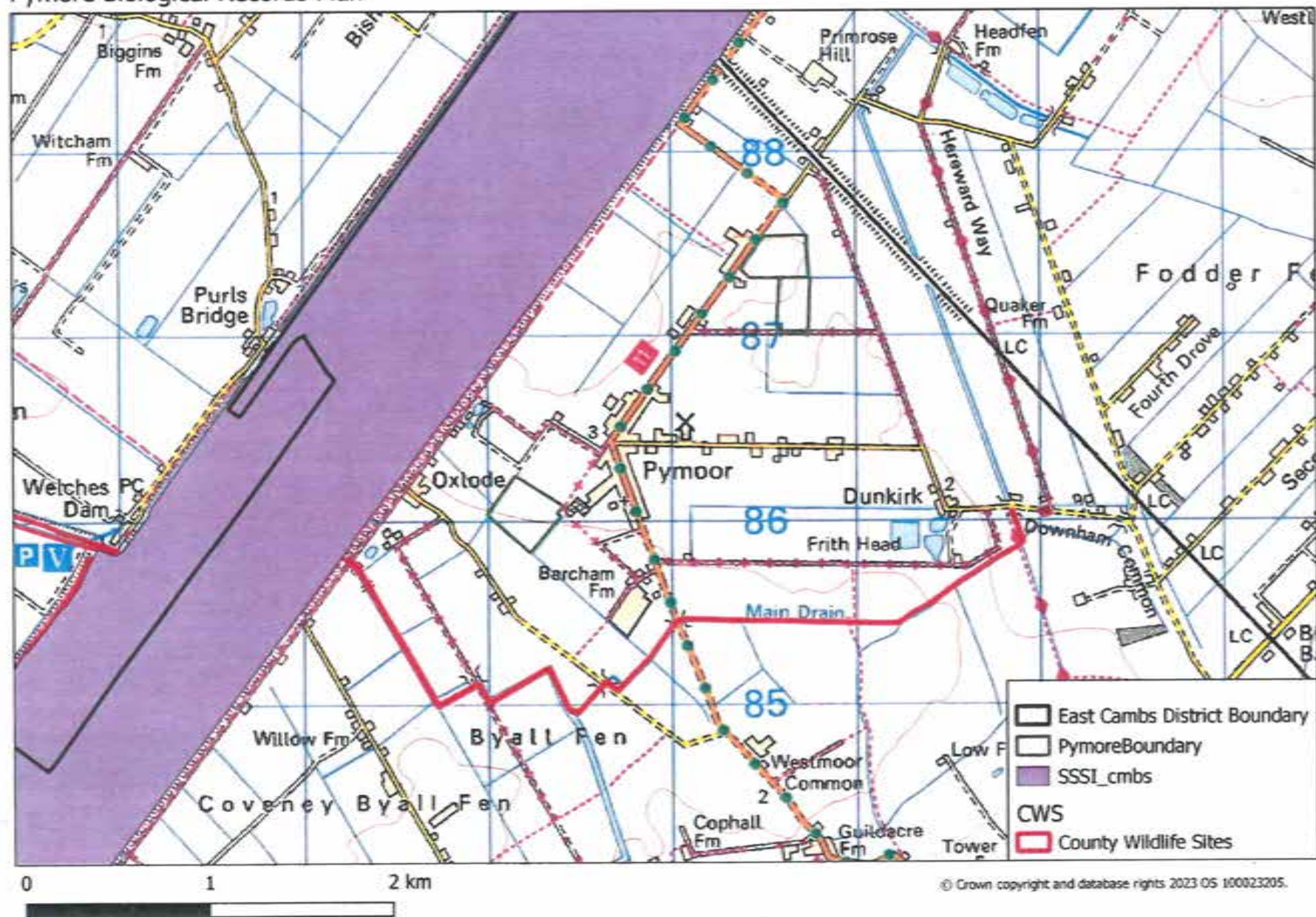
Constraints and Opportunities for Project (BI-B02)

There are no constraints posed to this HMMP by these designated conservation sites.

There are also few opportunities from the proposed new grassland habitats and associated ponds though they may provide some limited feeding opportunities for ducks and waders using the Ouse Washes, but this would be of negligible benefit.

The Oxwillow project longer-term plans to create large areas of wet grassland and to re-wet the peat soils close to the Ouse Washes will provide a significant opportunity to provide complementary and supporting habitats adjacent to the Ouse Washes.

Pymore Biological Records Plan



Ecologist responsible for baseline surveys (BI-T03)

Name or Initials	M P Baker
Organisation	Wildlife Trust BCN
Survey Date	15 th September 2022

Statement of Competency

M P Baker is a full member of the Chartered Institute of Ecology & Environmental Management, with experience over twenty years of undertaking habitat surveys using phase 1, NVC and UK Habitats Classification methodologies.

Survey conditions and limitations

The survey was undertaken in dry, warm, weather conditions within the appropriate window for undertaking habitat surveys. There were no constraints to the survey.

Habitat Degradation

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

No.

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)
1,2,3	Cropland - Winter stubble (c1c5)	No	No	Habitat description: All three fields were former arable land, last cropped in 2021 and since left to winter stubble. Parcel 1 was uncut at the time of survey and dominated by volunteer weed and plants of open, disturbed ground. Parcels 2 and 3 had recently been cut. Condition assessment not required.	Condition assessment N/A	21.13

Hedgerows (BI-T05)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and Condition Justification	Condition	Area (ha)

Watercourses (BI-T06)

Feature Refs	Habitat Type and Code	Irreplaceable	Priority	Description and condition justification	Condition	Area ha

Priority and Irreplaceable Habitats

Summary of Priority and Irreplaceable Habitats (BI-B07)

None present.

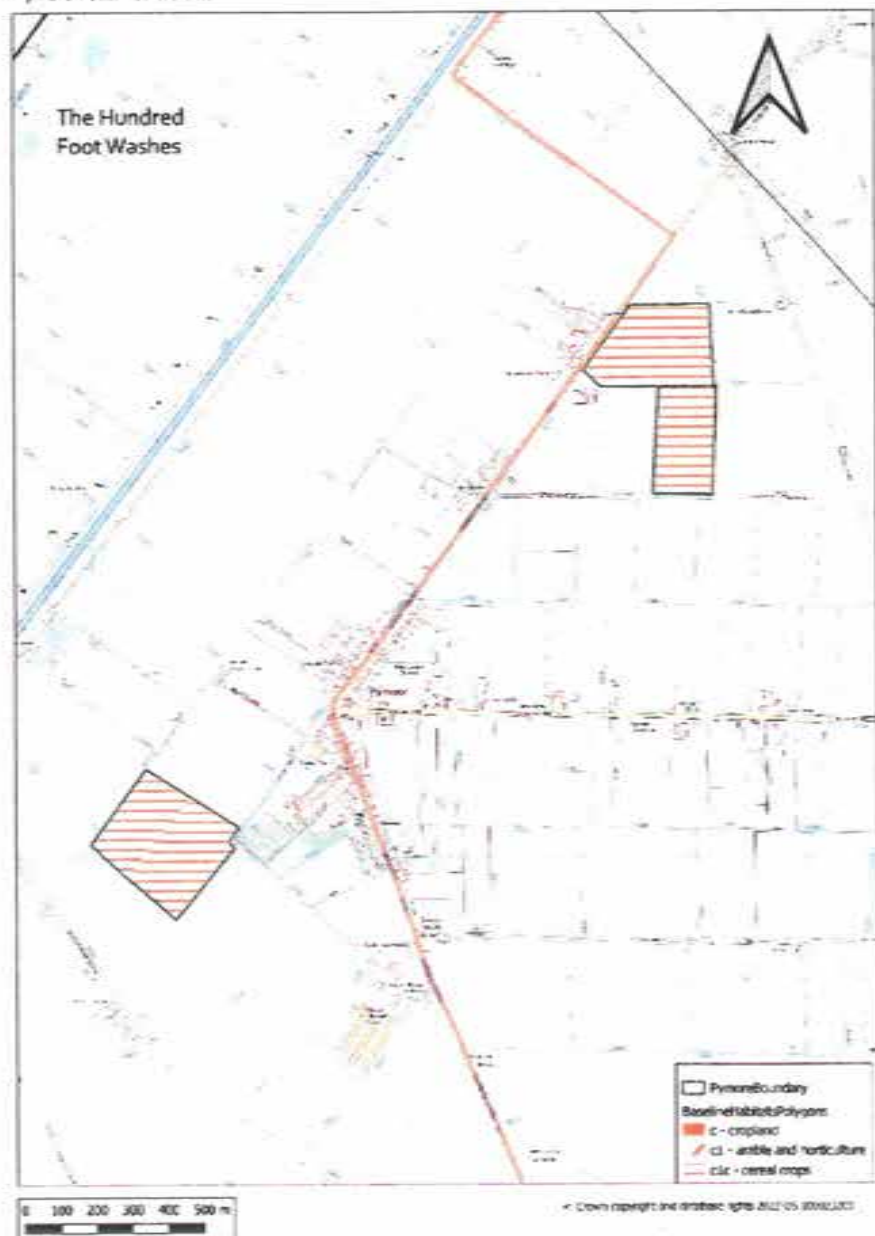
Potential Constraints and Opportunities for Project (BI-B08)

Potential to enhance the remnant hedgerow in the future, however the adjacent landowner the other side of it could pose a risk and so the decision has been taken to just manage it as part of the overall scheme and not sell any BU'S from it. It is not included in the S106.

Potential to extend current remnant hedgerow (mentioned above) along North and West boundary of Pygore by planting an entirely new hedgerow, which would be protected from adjacent land owner and would generate BU's to be sold. Any new hedgerow planted will be included in the S106.

Baseline Habitats Plan (BI-F02)

Pymore Baseline Habitats



Baseline Distinctiveness and Condition Plan (BI-F03)

Plan not applicable as baseline habitats were arable cropland

Baseline Habitats Photos (BI-F04)

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

Pygore 15/09/2022



Little Drove 15/09/2022



Straight Furlong 15/09/2022



Land Tenure and Public Access

Relevant Land Tenure Information (EI-B01)

Hundred Foot Holdings Ltd. The landownership will not change during the lifetime of the HMMP.

Potential Impact to Scheme (EI-B02)

As the land ownership will not change there will be no impacts on the prescriptions contained within this HMMP.

Public Access Information (EI-B03)

There is no public access to either of the three land parcels included in this HMMP. Two driveways (Byway Open to All Traffic) pass adjacent to the eastern edge of parcel 1 and adjacent to the southern boundary of parcel 3.

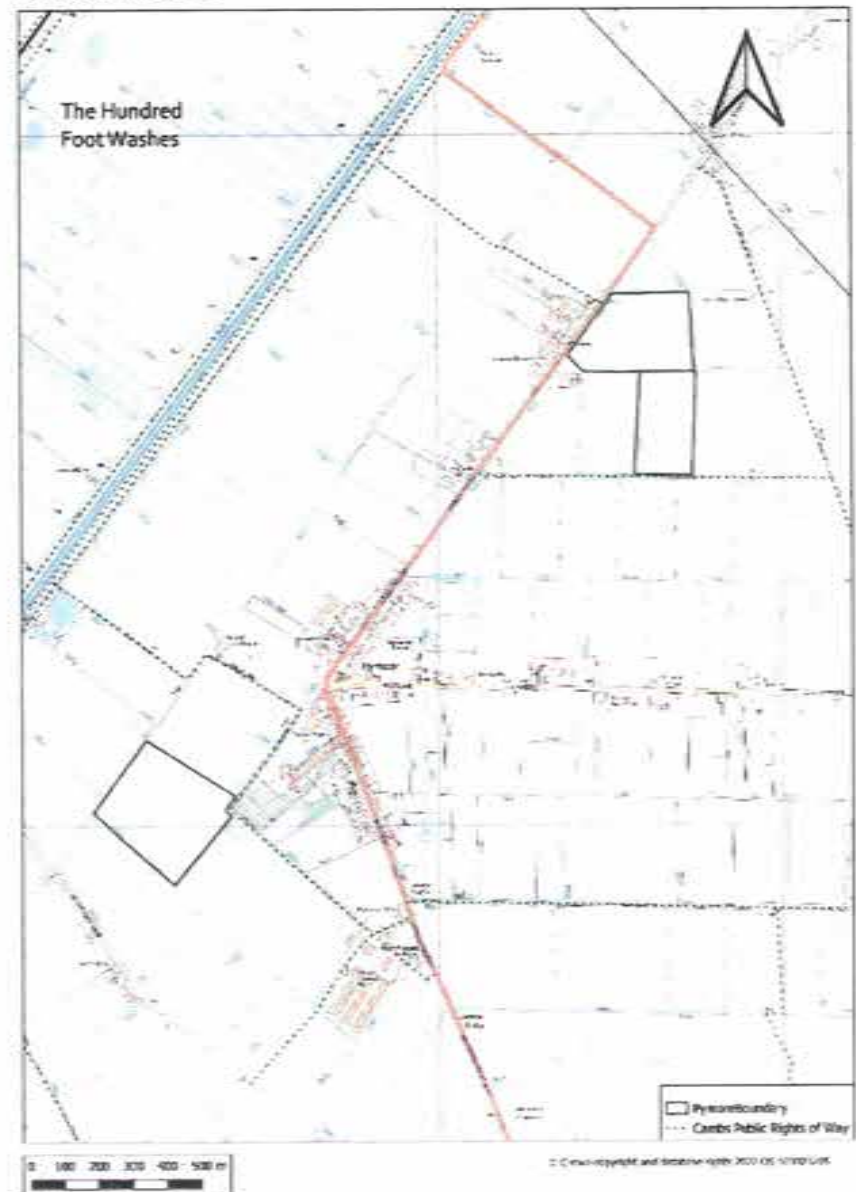
A public viewpoint will be provided in the NE corner of parcel 1 to allow the public views of the habitat creation site, but there are no plans to allow access onto any of the three parcels.

Potential Impact to Scheme (EI-B04)

The public access arrangements will not impact delivery of this HMMP.

Land Tenure and Public Access Plan (EI-F01)

Pymore Baseline Habitats



Soils and Substrates (EI-T02)

Provide the results of the soil analysis. Modify the table below to provide the relevant soils information to inform targeted habitat creation proposals.

Parcel Refs	Soil Texture	pH	Nitrogen (N)	Phosphorous (P)	Potassium (K)
1 Pygore		7.7		2.4 index	2.4 index
2 Straight Furlong		7.6		3.7 index	2.1 index
3 Little Drove		7.5		3.6 index	2.3 index

Summary of Soils Information (EI-B13)

The soils have a high organic matter being on the edge of the fen basin proper and the higher ground of Pymoor village (part of the Little Downham part of the Isle of Ely). There are therefore also underlying clay influences, at varying levels underneath the remnant peat soils. Nitrogen wasn't recorded as with the two years since cropping it was expected to have reduced considerably and phosphorus and potassium are the key minerals affecting grassland creation options.

Potential Impact on Project (EI-B14)

The moderately high levels of phosphorus and potassium place limits on the quality of grassland habitats that could be created in the short-term. This has influenced the choice of Other Neutral Grassland as the target habitat. However, even with selecting this medium distinctiveness habitat, the nutrient levels are likely to require a higher level of management intervention in the early years until the nutrient levels reduce. This will take the form of additional cutting and removal (for example a second hay cut) or a longer period of grazing with or without more animals.

The ponds may be subject to algal blooms in the early years and while it is intended they are left to naturally vegetate, if necessary aquatic and emergent plants of UK native species could be planted.

Soils and Substrate Plan (EI-F04) Not required

2. Planned Management Activities

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

Management Plan Aims and Objectives PM-B01

This management plan covers phase 1 of the Oxwillow habitat creation project. The long-term ambition (beyond 30 years) is to create a large area of wetland and nature rich farmland, to support populations of wetland birds and other species and protect the underlying peat soils n store carbon across 158 Ha. This in turn is part of the wider Ouse Washes Landscape Partnership covering over 4,000 Ha of land.

The land subject to this HMMP is some of the higher and drier land on the farm and has been earmarked for early habitat creation due to it being less likely to meet the requirements of the lowland carbon peat code, because the land parcels are separated from other parts of the holding, and because it is closer to the village of Pymore and therefore less suitable for attracting sensitive wetland bird species.

The short-term aim to create wildflower-rich meadows and pastures through this HMMP over the next 10-15 years, along with six nature-rich ponds. In future the aim would be to further enhance the quality of habitats, with one option to move towards lowland meadow priority habitat if nutrient levels reduce sufficiently. An alternative option if more of the adjacent farmland was to be converted to lowland wet grassland or other wet habitats would be to increase the wetness of the sites to achieve the floodplain wetland mosaic priority habitat type.

The habitat bank land will include the creation of the medium distinctiveness Other Neutral Grassland habitat along with six ponds across the three fields. Habitat creation including ground preparation and sowing of UK wild origin native seed mix took place in August 2023. Six ponds were created shortly before in July 2023.

During year 1, the establishing grassland will be cut 3 times during the growing season to encourage establishment. From year 2 onwards the grassland will either be managed by hay cutting in summer and late summer / autumn grazing, or by extensive summer / autumn grazing to achieve target condition. Hay cutting will take place in mid-late summer depending on growing season and weather. The fields will then be grazed by cattle or sheep in later summer / autumn. If this isn't possible a second cut will be arranged to ensure the sward is low at the end of each growing season. An alternative management approach may be the use of extensive cattle grazing. If required supplementary seeding of key wildflower species will be undertaken. This annual management will be integrated into the overall farm estate plan, so it continues for 30+ years.

The ponds will be managed periodically as necessary to achieve target conditions. They will be allowed to vegetate naturally with progress regularly monitored. Once the aquatic and marginal vegetation has established, the ponds will be managed periodically as required to maintain between 30 and 70% of the area as open water. Any non-native invasive species that colonise will be removed.

The remnant hedgerow at Pygore (Parcel 1, red on map) will be extended to connect towards other remnant hedgerows with the aim of providing a network of hedgerows around the edge of Pymore

village. Both remnant and newly planted hedgerows will be managed to achieve a wide and thick structure and be managed rotationally to maximise flower and fruit production.

A monitoring programme for grassland and pond habitats will be implemented as set out in section 3.

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 target habitats and their condition have been informed by knowledge of local conservation priorities, the soils in each land parcel, the local drainage system and other factors such as proximity of PROW and recreation uses.

The pond locations were based on a LiDaR survey and local knowledge which identified the lower lying and wet parts of each land parcel.

The hedgerow planting is restricted to Pygore which sits on the higher land associated with Pymore village. The new planting will connect to other remnant hedgerows and form part of an extended hedgerow network on the edge of the village.

The IDB drain is managed separately by the drainage board so has been excluded from this HMMP. The farm drains have also been excluded and will not be impacted by the habitat creation. They will receive less management, so may be enhanced for some species, but will still need to be cleaned if neighbouring fields drain less well.

The three land parcels are just outside, on the edge of the Ouse Washes Priority Area for nature conservation, one of six identified by Natural Cambridgeshire. This Priority Area is also shown within the East Cambridgeshire Interim Nature Recovery Strategy prepared ahead of the statutory LNRS. As such each land parcel has been described as located in an area that is Ecologically Desirable but not in a local Strategy.

Habitat and Condition Targets PM-T01

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

Baseline Habitat Type	Target Habitat Type	Parcel / Feature Refs	Baseline Condition	Targeted Condition	Years to Targeted Condition	Condition Assessment Targets	Comments
Arable: winter stubble	Other neutral grassland	1, 2 & 3	N/A	Fairly Good Moderate Fairly Poor	7 5 3	Fairly Good condition will be targeted by achieving a pass in criteria A, B, C, D and E. Achievement of criteria F is uncertain at present. Moderate condition will be targeted by achieving a pass in criteria A, B, C, D and E. Criterion F will not be targeted. Fairly Poor condition will be targeted by achieving a pass in criteria B, C, D and E. Achievement of Criteria A is uncertain and Criterion F will not be targeted.	
Arable: winter stubble	Ponds (non-priority)	1, 2 & 3	N/a	Good	5	Good condition will be targeted by achieving a pass in criteria A, B, C, D, E, F, G, H and I.	
None	Species-rich native hedgerow associated with ditch	1	N/a	Good	12	Good condition will be targeted by achieving a pass in at least 7 of the 8 hedgerow criteria (A1, A2, B1, B2, C1, C2, D1, D2).	This is a IDB ditch and hedge and does not form part of the S106 but has been baselined incase it becomes part of the site at a future date. It will be managed but not included in calculations.

Habitat and Condition Targets Further Comments

The landowners are also aiming for an increased abundance and variety of bird species using the site for foraging, resting and / or breeding. Although not a specific objective, the ponds are also designed to attract amphibians and a range of aquatic invertebrate species.

Habitat Retention

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

Measures to be Implemented to Protect Retained Habitats PM-03

The habitats retained include the field drains and IDB drains, the latter which are outside the management control of the landowner and the short length of hedgerow along the northern boundary of Pygore (parcel 1). The drains have been excluded from the BNG calculation and so do not form part of this HMMP, as they are not integral to the achievement of the target habitats or condition. However, they have been protected during the habitat creation and will continue to be protected during future management, for example, if grazing occurs, fencing will be set back from the tops of the drainage ditch banks to prevent poaching and collapse of the banks.

However, because of the need for continued access for drain management, it has been assumed that an area between 4 and 9 metres wide along the drains will achieve a poorer condition than the main body of each land parcel, as they will not receive the annual hay cut (though will be occasionally topped) or be grazed.

The short length of hedgerow at Pygore is being retained and will be extended through hedgerow creation along the northern and part of the western boundary of parcel 1. The retained hedgerow (in red on the map) will be managed as part of the overall site management but will not have Biodiversity Units generated and sold from it therefore it is exempt from the S106

New hedgerow creation will have Biodiversity Units generated and sold from it and is included in the S106

Specification of Protective Measures to be Used PM-04

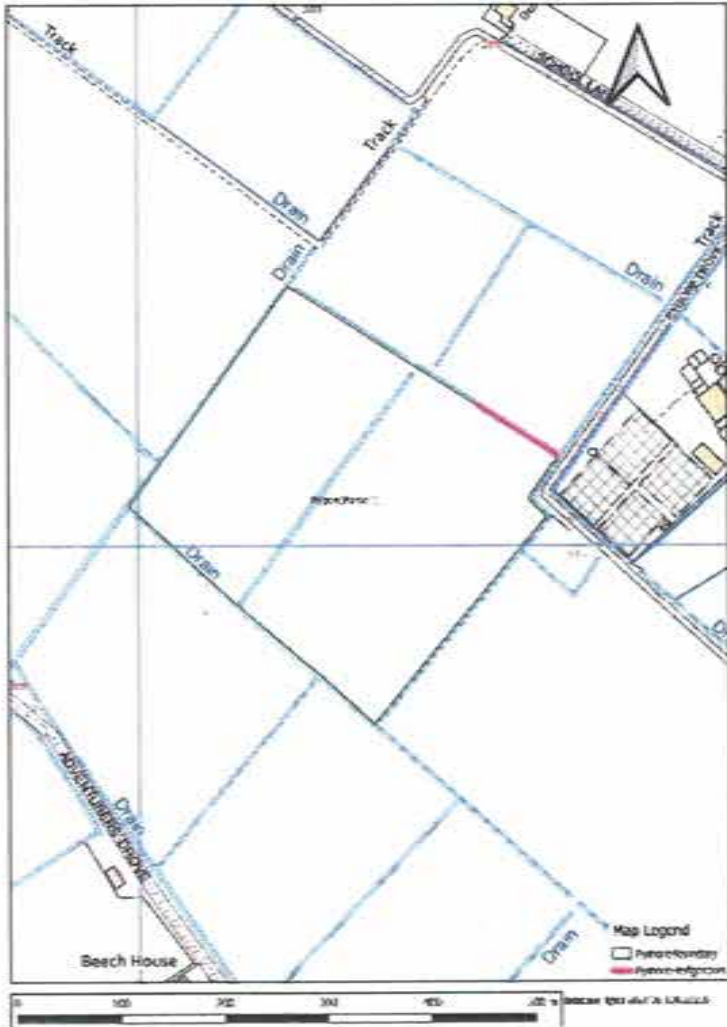
Fencing will be set back from ditches that require maintenance by between 4 to 9 metres, to allow access and to prevent poaching or other damage to the banks.

Habitat Retention Plan PM-F01

Plan not provided, as eastern boundary hedgerow of parcel 1 is owned by the adjacent landowner and all boundary ditches are excluded from the habitat bank as they are managed as part of the IDB drainage system. All of these boundary features are to be retained and protected through this HMMP.

Tick box if any additional plans are provided in the Appendices

Pymore Parcel 1 Retained Habitats



Pymore Habitat Bank Proposed Habitats & Hedgerows



© Crown copyright and database rights 2024 OS 100023205.

Grassland (Medium, High, and Very High Distinctiveness)

Creation, Enhancement and Management Summary (GH-T01)

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

Target Habitat			Other Neutral Grassland		
Condition Assessment Criteria	Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach
A The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.	Yes	1, 2, 3	Wild origin, native, British seed mix designed based on knowledge of local grasslands and sown following ground preparation to create a clean seed bed. Annual hay cut and / or extensive grazing management		
B Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	1, 2, 3	Annual hay cut and / or extensive grazing management		
C Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	1, 2, 3	Annual hay cut and / or extensive grazing management		
D Cover of bracken <i>Pteridium aquilinum</i> less than 20% and cover of scrub (including bramble) less than 5%.	Yes	1, 2, 3	Annual hay cut and / or extensive grazing management		
E Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area. If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.	Yes	1, 2, 3	Annual hay cut and / or extensive grazing management		

<p>F There are 10 or more vascular plant species per m² present, including forbs that are characteristic of the habitat type.</p> <p>Note – this criterion is essential for achieving Good condition for non-acid grassland types only.</p>	<p>No</p>	<p>Wild origin, native, British seed mix designed based on knowledge of local grasslands and sown following ground preparation to create a clean seed bed.</p> <p>Annual hay cut and / or extensive grazing management.</p> <p>Uncertainty whether and how quickly this could be achieved due to residual soil nutrient levels.</p>		
---	-----------	---	--	--

Additional Management Prescriptions (GH-B01)

None currently planned. In future it may be possible to increase the wetness of parts of the site to attract wintering waterbirds, but this will be determined at future revisions of the management plan, with any impacts on Biodiversity Units recorded.

Water voles are likely to be present along the adjacent IDB drainage ditches, but the change from arable cropping to grassland will benefit them and a stand-off area of 9 metres (for IDB access) will ensure no damage to banks from livestock.

Grassland (Medium, High, and Very High Distinctiveness)

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

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

Action	Relevant Parcels	Timing	Prescriptions
Create clean seed bed	1, 2, 3	August 2023	Use approved broad-spectrum herbicide to kill off volunteer crop, weed and other vegetation growth.
Undertake ground preparation (ploughing / harrowing)	1, 2, 3	August 2023	Shallow plough to a few inches and harrow soil to create seed bed.
Sow chosen wildflower seed	1, 2, 3	September 2023	Drill seed onto soil surface and roll to create good contact between the seed and soil.
Cut three times during first growing season	1, 2, 3	May-September	Cut three times during first growing season to encourage tillering of grasses. If growth is luxurious, remove cuttings to prevent smothering of the ground and germinating plants.
Undertake annual hay cut July-early August	1, 2, 3	Year 2 onwards	Organise hay cut between early July and early August. Once cut leave hay on ground for a couple of days to dry and to allow invertebrates to move. Ted and bale and remove off-site.
Organise late-summer / autumn grazing or second hay cut	1, 2, 3	Year 2 onwards	Once grass re-grows after hay cut, introduce cattle and / or sheep to achieve the desired varied sward structure by the end of the growing season. The numbers of animals and length of grazing period will be dependent on weather and growing conditions.
Undertake extensive grazing as an alternative to hay cut	1, 2, 3	Year 2 onwards	If pasture management is preferred to hay cutting, graze the fields at a rate of 0.5 livestock units / Ha / year.
Establish viewing area from PROW	1	2024	Create fenced viewing area in the corner of Pygore parcel 1 adjacent to the PROW.
Install permanent fencing (if not using temporary fences)	1, 2, 3	2024 onwards	If permanent fencing is used, set back the required distance from IDB and other drains to facilitate access. Unfenced areas will need periodic cutting to prevent encroachment of scrub, though this need not be every year, as leaving some areas uncut could contribute to the 20% longer sward above 7cm.
Supplementary seeding as required	1, 2, 3	Years 2-5	Over-sow chosen wildflower seed mix, or add green hay in late July to mid-August after an annual hay cut. Graze afterwards to eat excess hay and trample in seed.
Weed control as required during growing season	1, 2, 3	Year 2 onwards	Use appropriate chemicals for the problem species and selectively treat by spot spraying with knapsack sprayer, or weed wiping with ATV or tractor mounted equipment.

See list in other supporting information below.



Other Supporting Information

Supporting Information (GH-B02)

- 10% *Agrostis capillaris* (Common Bent)
- 4% *Alopecurus pratensis* (Meadow Foxtail - wild)
- 2% *Anthoxanthum odoratum* (Sweet Vernal-grass - wild)
- 36% *Cynosurus cristatus* (Crested Dog's-tail)
- 24% *Festuca rubra* ssp. *litoralis* (Slender Creeping Red Fescue)
- 4% *Phleum bertolonii* - (Smaller Cat's-tail - wild)
- 0.5 % *Achillea millefolium* (Yarrow)
- 0.6 % *Betonica officinalis* (*Stachys officinalis*) (Betony)
- 1.0% *Centaurea nigra* (Common Knapweed)
- 0.3% *Daucus carota* (Wild Carrot)
- 2 % *Galium verum* (Lady's Bedstraw)
- 0.5% *Lathyrus pratensis* (Meadow Vetchling)
- 0.3% *Leontodon hispidus* (Rough Hawk-bit)
- 2% *Leucanthemum vulgare* (Oxeye Daisy)
- 0.2% *Lotus corniculatus* (Bird's-foot Trefoil)
- 0.4% *Plantago lanceolata* (Ribwort Plantain)
- 1% *Primula veris* (Cowslip)
- 2.4% *Prunella vulgaris* (Selfheal)
- 4% *Ranunculus acris* (Meadow Buttercup)
- 1.6% *Rhinanthus minor* (Yellow Rattle)
- 1.5% *Rumex acetosa* (Common Sorrel)
- 0.2% *Silene flos-cuculi* (*Lychnis flos-cuculi*) (Ragged Robin)
- 0.6% *Trifolium pratense* (Red Clover - wild)
- 1% *Vicia cracca* (Tufted Vetch)

Pond

Creation, Enhancement and Management Summary (PO-T01)

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

Target Habitat:		Pond (non-priority)				
Condition Assessment Criteria	Targeted	Relevant Parcels	Creation Approach	Enhancement Approach	Management Approach	
A	The pond is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution. Turbidity is acceptable if the pond is grazed by livestock.	Yes	1, 2, 3	Ponds created from scratch within each field (2 within parcel 1; 1 within parcel 2; and 3 within parcel 3)		
B	There is semi-natural habitat (moderate distinctiveness or above) completely surrounding the pond, for at least 10 m from the pond edge for its entire perimeter.	Yes	1, 2, 3	Other neutral grassland sown within each of parcel 1, 2 & 3		
C	Less than 10% of the water surface is covered with duckweed <i>Lemna</i> spp. or filamentous algae.	Yes	1, 2, 3	Ponds to be allowed to develop through natural regeneration		
D	The pond is not artificially connected to other waterbodies, such as agricultural ditches or artificial pipework.	Yes	1, 2, 3	Ponds newly created and no linked to such features.		
E	Pond water levels can fluctuate naturally throughout the year. No obvious artificial dams, pumps or pipework.	Yes	1, 2, 3	Water levels will be allowed to fluctuate naturally.		
F	There is an absence of listed non-native plant and animal species.	Yes	1, 2, 3	Natural regeneration will need to be monitored		
G	The pond is not artificially stocked with fish. If the pond naturally contains fish, it is a native fish assemblage at low densities.	Yes	1, 2, 3	No fish stocking planned		
H	In non-woodland ponds: emergent, submerged or floating plants (excluding duckweed) ³ cover at least 50% of the pond area which is less than 3 m deep. (only applicable to non-woodland ponds)	Yes	1, 2, 3	Natural regeneration will need to be monitored		

I The pond surface of non-woodland ponds is no more than 50% shaded by adjacent trees and scrub. (only applicable to non-woodland ponds)	Yes	1, 2, 3	Natural regeneration will need to be monitored		
---	-----	---------	--	--	--

Additional Management Prescriptions (PO-801)

None currently planned. In the future the ponds will need to be managed periodically to maintain the target conditions for open water and aquatic / emergent vegetation.

Pond

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

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

Action	Relevant Parcels	Timing	Prescriptions
Pond creation	1, 2, 3	July 2023	360 digger used to create desired pond profiles with a range of shallow margins. Spoil removed and spread thinly over the adjacent land ahead of grassland creation.
Plant colonisation	1, 2, 3	2023 onwards	<p>Ponds to be allowed to colonise through natural regeneration. Monitoring will assess progress and if by year 5 desirable species have not colonised the chosen natural regeneration approach will be reviewed. If necessary suitable plant material will be sourced for example from adjacent ditches or a reputable supplier of native pond plants. If undesirable or invasive non-native species colonise these will be controlled using recommend best practice for the species involved.</p> <p>In the longer-term, the ponds are likely to require periodic management to maintain target conditions for open water and aquatic / marginal vegetation.</p>

Pond Species Lists (PO-T03)

Provide a detailed species list for the habitat to be created

Common Name	Scientific Name	Abundance / %	Comments

Other Supporting Information

Supporting Information (PO-B02)

Natural colonisation being used therefore a target pond list has not been included. Photo of newly created pond in Pygore (parcel 1) shown to the right. However, a subset of following species would be desirable:

- Pondweeds (*Potamogeton* spp.)
- Water-milfoils (*Myriophyllum* spp.)
- Rigid hornwort (*Ceratophyllum demersum*)
- Water violet (*Hottonia palustris*)
- Water lilies (*Nymphaeaceae*)
- Frogbit (*Hydrocharis morsus-ranae*)
- Water crowfoots (*Ranunculus* spp.)
- Lesser spearwort (*Ranunculus flammula*)
- Water mint (*Mentha aquatica*)
- Bogbean (*Menyanthes trifoliata*)
- Water forget-me-not (*Myosotis scorpioides*)
- Marsh marigold (*Caltha palustris*)
- Brooklime (*Veronica beccabunga*)
- Purple loosestrife (*Lythru salicaria*)
- Gipsywort (*Lycopus europaea*)

Yellow flag iris (*Iris pseudacorus*)

What Does Success Look Like? (PO-F01)



Barkers pond vegetation



Pygore pond 2 vegetation

Hedgerow

Creation, Enhancement and Management Summary (HD-T01)

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

Target Hedgerow Type:		Species-rich native hedgerow associated with ditch				
Condition Assessment Criteria		Targeted?	Relevant Features	Creation Approach	Enhancement Approach	Management Approach
A1	Height >1.5m average along length.	Yes	H1a H2	Create and manage a new hedgerow along northern boundary (H1a) and part of western boundary (H2) of parcel 1		
A2	Width >1.5m average along length.	Yes	H1a H2	Create and manage a new hedgerow along northern boundary (H1a) and part of western boundary (H2) of parcel 1		
B3	Gap – hedge base Gap between ground and base of canopy <0.5m for >90% of length.	Yes	H1a H2	Create and manage a new hedgerow along northern boundary (H1a) and part of western boundary (H2) of parcel 1		
B2	Gap – hedgerow canopy continuity Gaps make up <10% of total length; and no canopy gaps >5m.	Yes	H1a H2	Create and manage a new hedgerow along northern boundary (H1a) and part of western boundary (H2) of parcel 1		
C1	Undisturbed ground and perennial vegetation >1m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: <ul style="list-style-type: none"> measured from outer edge of hedgerow, and is present on one side of the hedge (at least) 	Yes	H1a H2	Maintain undisturbed buffer along base of hedge		
C2	Nutrient-enriched perennial vegetation Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	Yes	H1a H2	Encourage growth of grasses and meadow species as opposed to nettles and other species of nutrient enriched conditions		
D1	Invasive and neophyte species >90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on	Yes	H1a H2	Monitor vegetation and remove any invasive species as soon as they are discovered		

	Schedule 9 of WCA) and recently introduced species.					
D2	Current damage >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Yes	H1a H2	Prevent damaging activities along length of hedgerow		
E1	Tree class (applicable to hedgerows with trees only) There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient), and there is on average at least one mature, ancient or veteran tree present per 20 – 50m of hedgerow.	No				
E2	E2. Tree health (applicable to hedgerows with trees only) At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity.	No				

Additional Management Prescriptions (HD-B01)

A thick hedgerow structure will be promoted, and the hedge managed on rotation to promote flowering and fruiting of the trees and shrubs to support breeding bird species and winter birds foraging.

Hedgerow

Creation, Enhancement and Management Methods (HD-T02)

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

Action	Relevant Features	Timing	Prescriptions
Prepare ground for planting	H1a, H2	Autumn 2024	Cut ground vegetation short, and if necessary spray planting area to create a weed free space for planting.
Plant selected species mix	H1a, H2	Winter 2024/25	Plant whips 1 m apart in two offset rows to create double hedge.
Replace dead trees	H1a, H2	Years 1-5	Replace any failures for the first 5 years, in the planting season after they die. Replace with similar species to those lost.
Trim hedge to promote bushy growth	H1a, H2	Year 5	Mechanically trim the new hedge in winter to promote a dense bushy growth near ground level.
Trim, lay or coppice hedge to maintain bushy growth	H1a, H2	Year 10 onwards	Undertake periodic rotational management to maintain a dense and thick hedgerow structure (particularly at the base). If mechanically trimming, do so in January or February every 3 years to promote maximum flowering and fruiting.

Provide a detailed species list for the habitat to be created

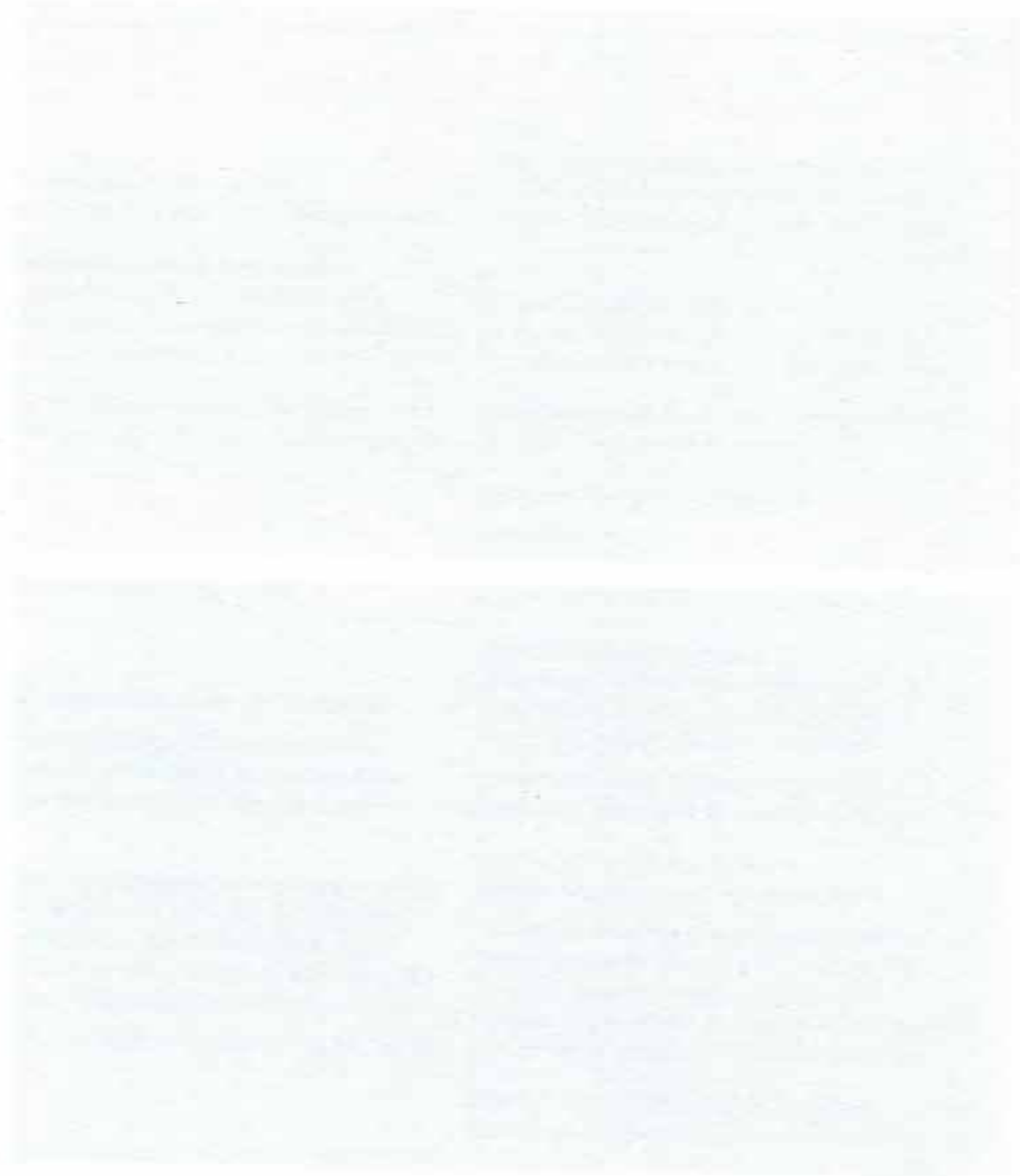
Common Name	Scientific Name	Abundance / %	Comments
Common Hawthorn	<i>Crataegus monogyna</i>	65%	
Blackthorn	<i>Prunus spinosa</i>	10%	
Dogwood	<i>Cornus sanguinea</i>	5%	
Guelder Rose	<i>Viburnum opulus</i>	5%	
Buckthorn	<i>Rhamnus catharticus</i>	5%	
Hazel	<i>Corylus avellana</i>	5%	
Field Maple	<i>Acer campestre</i>	5%	

Other Supporting Information

Supporting Information (HD-S02)

New hedgerow creation along the northern and part of the western boundary of Pygore will generate BU's for sale.

Remnant hedgerow will not generate BU's for sale and is excluded from the S106 but will be managed to maintain it's moderate condition as part of the overall site management.



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
19/12/2023	Other neutral grassland	Wildflower seed fails to establish or only partially established with some species not germinating.	Less than 10 sown wildflower species present.	Supplementary seeding with chosen wildflower mix or use of green hay from a suitable donor site one or more times within first 5 years.
19/12/2023	Other neutral grassland	Coarse grasses begin to dominate sward at expense of fine-leaved grasses and wildflowers.	Less than 10 sown wildflower species present. Coarse grasses (False-oat-grass, Cock's-foot, Meadow Foxtail) dominant or abundant within the sward and fine-leaved grasses (Red Fescue, Crested Dog's-tail, Common Bent, Sweet Vernal Grass) only occasional or rare.	Undertake second hay cut or other additional autumn cutting to reduce dominance of coarse grasses. Possibly combine with additional grazing management in the spring to reduce vigour of grasses early in the growing season. Supplementary seeding of yellow rattle to reduce vigour of grass growth.
19/12/2023	Other neutral grassland	Weed burden of creeping thistle or other undesirable species develops.	Weed burden of creeping thistle or other undesirable species associated with sub-optimal conditions increases above 5%. Any invasive non-native species present.	Undertake spot spraying or weed-wiping of problem areas using approved chemicals. Remove invasive non-native species by method appropriate to the species, whether hand pulling or other mechanical removal, or targeted chemical treatment.
19/12/2023	Other neutral grassland	Bare ground caused by failure of seeding, or damaging management e.g. over grazing, or cutting or other management undertaken in wet conditions.	Bare ground above 5% cover.	Reduce management pressure whether over-grazing and avoid poorly timed management operations. Re-seed bare areas if necessary.
19/12/2023	Other neutral grassland	Sward height not variable or within favourable range.	Less than 20% of the sward is less than 7 cm and less than 20 per cent is more than 7 cm.	Reduce or increase grazing pressure or undertake less or additional cutting as required.
19/12/2023	Other neutral grassland	Grassland sward is not moderately species-rich.	Species richness less than 9 species / m ² , or fewer than 10 sown wildflower species present, or fewer than 8 Cambridgeshire neutral grassland indicator species present.	Supplementary seeding with selected species or chosen wildflower mix, or use of green hay from a suitable donor site.
19/12/2023	Ponds	Natural regeneration unsuccessful	Submerged and emergent vegetation covers less than 50% of pond at year 5	Consider introducing native pond species either through transfer of plants from adjacent ditches or plug plants or seed from a native plant supplier.

19/12/2023	Ponds	Dominance by undesirable species	Duckweed / filamentous algae cover more than 10% pond surface	Explore options for reducing nutrient levels and introducing native submerged and emergent oxygenating plants
19/12/2023	Ponds	Colonisation by invasive non-native species	Presence of invasive non-native species	Control invasive species using recommended best practice methods.
31/01/2024	Hedgerows	Planted trees and shrubs fail to establish	More than 5% failure or gaps larger than 2m	Replant as necessary
31/01/2024	Hedgerows	Hedgerow structure condition criteria not met	More than 2 condition criteria failures	Implement hedgerow management to achieve required improvements in structure and other condition criteria.

3. Monitoring Schedule

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

Monitoring Strategy

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

The monitoring strategy will comprise recording of species-lists and vegetation cover and structure, together with use of fixed point and other before and after photographs. Ponds will also have an invertebrate survey at set periods.

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	<p>To be undertaken on parcels 1, 2, and 3.</p> <p>Use Natural England condition assessment methodology. Undertake a W or Z walk with quadrat sampling at 10-20 points per field to identify the habitat type that is establishing, the frequency and abundance of species and the number of species per m².</p> <p>Collect a botanical species list across grassland to check against target species list (NE neutral grassland condition assessment and the Cambridgeshire CWS criteria list for neutral grassland).</p> <p>Estimate percentage of bare ground, bramble, and scrub cover, along with cover of undesirable species (those indicative of sub-optimal conditions – see NE condition assessment sheet for neutral grasslands)</p>	<p>Annually from years 1-5, then every 5 years.</p> <p>Surveys to be completed between end of May and August</p>
Ponds	<p>To be undertaken on ponds within parcels 1, 2 and 3.</p> <p>Record a botanical species list of submerged, emergent and marginal pond species.</p> <p>Estimate percentage cover of vegetation & open water within each pond, including undesirable duckweed or filamentous algae.</p> <p>Undertake a pond invertebrate survey every decade.</p>	<p>Annually from years 1-5, then every 5 years.</p> <p>Surveys to be completed between June and Sept</p> <p>Pond invertebrate survey to be undertaken at year 10, 20 and 30</p>
Hedgerows	<p>To be undertaken on hedgerows within parcel 1.</p> <p>Use Natural England Hedgerow Condition assessment methodology. Record species list of trees, shrubs and hedge base flora. Record any losses of planted trees in years 1-5. Record hedgerow structure from year 5 onwards.</p>	<p>Annually from years 1-5, then every 5 years.</p> <p>Surveys to be completed between Apr and Sept</p>

Monitoring Reports

Following completion of habitat creation and initial enhancement works, prepare 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
Oxwillow	East Cambridgeshire District Council

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

Project Year	Month Report to be Submitted	Month Management Plan to be reviewed	Comments
Y1	September	September or October	Report on results of initial grassland and pond establishment.
Y2	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y3	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y4	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y5	September	September or October	Report on results of grassland and pond vegetation & habitat

			structure monitoring / management activities
Y10	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y15	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y20	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y25	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities
Y30	September	September or October	Report on results of grassland and pond vegetation & habitat structure monitoring / management activities

Adaptive Management

Summary of Adaptive Management Approaches (MS-B02)

The results of the grassland and pond habitat monitoring, together with day-to-day observations recorded during the year, will be fed back into the management plan, and if aspects of the scheme are shown to be at risk of failure, the responses set out in the risk management section (section [PM-T02](#) above) will be initiated.

The HMMP management prescriptions will be updated as necessary to incorporate any required changes into a revised version of this document.

Grassland (medium, high, and very high distinctiveness)

Progress Towards Habitat and Condition Targets (MH-T01)

Condition Assessment Criteria		Targeted?	Relevant parcels	Year:	2024
				Target met?	Management Activity Updates
Target Habitat:	Other Neutral Grassland	N/A		Yes / No	Provide details of the actions relevant to this habitat or condition criteria that must be implemented from this monitoring period onwards. What, if any, adaptive management changes will be implemented to continue delivering targets.
A	The parcel represents a good example of its habitat type, with a consistently high proportion of characteristic indicator species present relevant to the specific habitat type. Note – this criterion is essential for achieving Moderate or Good condition for non-acid grassland types only.	Yes	1, 2, 3		
B	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	1, 2, 3		
C	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	1, 2, 3		
D	Cover of bracken <i>Pteridium aquilinum</i> less than 20% and cover of scrub (including bramble) less than 5%.	Yes	1, 2, 3		
E	Combined cover of species indicative of suboptimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging activities) accounts for less than 5% of total area. If any invasive non-native species (as listed on Schedule 9 of WCA) are present, this criterion is automatically failed.	Yes	1, 2, 3		
F	There are 10 or more vascular plant species per m ² present, including forbs that are characteristic of the habitat type. Note – this criterion is essential for achieving Good condition for non-acid grassland types only.	No	1, 2, 3		

General Progress

Comments on progress towards project goals (MH-B01)

Habitat creation undertaken in autumn 2023 (see attached photos)



Actions required in next management period (MH-B02)

Cutting of new grasslands three times during 2024 growing season (with removal of cuttings if during the mid-summer cut if vigorous grass growth).

Recording of species that have successfully germinated in summer 2023.

Photos of grassland and pond habitat establishment.



Pond

Progress Towards Habitat and Condition Targets (MP-T01)

Condition Assessment Criteria		Targeted?	Relevant parcels	Year:	2024
				Target met?	Management Activity Updates
Target Habitat:	Ponds (non-priority)			Yes / No	Provide details of the actions relevant to this habitat or condition criteria that must be implemented from this monitoring period onwards. What, if any, adaptive management changes will be implemented to continue delivering targets.
A	The pond is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution. Turbidity is acceptable if the pond is grazed by livestock.	Yes	1, 2, 3		
B	There is semi-natural habitat (moderate distinctiveness or above) completely surrounding the pond, for at least 10 m from the pond edge for its entire perimeter.	Yes	1, 2, 3		
C	Less than 10% of the water surface is covered with duckweed <i>Lemna</i> spp. or filamentous algae.	Yes	1, 2, 3		
D	The pond is not artificially connected to other waterbodies, such as agricultural ditches or artificial pipework.	Yes	1, 2, 3		
E	Pond water levels can fluctuate naturally throughout the year. No obvious artificial dams, pumps or pipework.	Yes	1, 2, 3		
F	There is an absence of listed non-native plant and animal species.	Yes	1, 2, 3		
G	The pond is not artificially stocked with fish. If the pond naturally contains fish, it is a native fish assemblage at low densities.	Yes	1, 2, 3		
H	In non-woodland ponds: emergent, submerged or floating plants (excluding duckweed) ³ cover at least 50% of the pond area which is less than 3 m deep. (only applicable to non-woodland ponds)	Yes	1, 2, 3		
I	The pond surface of non-woodland ponds is no more than 50% shaded by adjacent trees and scrub. (only applicable to non-woodland ponds)	Yes	1, 2, 3		

General Progress

Comments on progress towards project goals (MP-B01)

Six ponds have been created, two in Pygore (parcel 1), one in Straight Furlong (parcel 2) and three in Little Drove (parcel 3). A photo of the newly created ponds in Pygore from July 2023 is shown opposite.



Actions required in next management period (MP-B02)

Monitoring of natural regeneration.

Photos of progress of ponds through winter 2023 and 2024. Monthly, bi-monthly or seasonal fixed point photos.



Hedgerow

Progress Towards Habitat and Condition Targets (MG-T01)

Condition Assessment Criteria		Targeted?	Relevant parcels	Year:	2025
				Target met?	Management Activity Updates
Target Habitat:	Species-rich Native Hedgerow associated with Ditch		H1a H2	Yes / No	Provide details of the actions relevant to this habitat or condition criteria that must be implemented from this monitoring period onwards. What, if any, adaptive management changes will be implemented to continue delivering targets.
A1	Height >1.5m average along length.	Yes			
A2	Width >1.5m average along length.	Yes			
B1	Gap – hedge base Gap between ground and base of canopy <0.5m for >90% of length.	Yes			
B2	Gap – hedgerow canopy continuity Gaps make up <10% of total length; and no canopy gaps >5m.	Yes			
C1	Undisturbed ground and perennial vegetation >1m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: <ul style="list-style-type: none"> measured from outer edge of hedgerow, and is present on one side of the hedge (at least) 	Yes			
C2	Nutrient-enriched perennial vegetation Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	Yes			
D1	Invasive and neophyte species >90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule 9 of WCA) and recently introduced species.	Yes			
D2	Current damage >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Yes			
E1	Tree class (applicable to hedgerows with trees only)	No			

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

Hedgerow

General Progress

Comments on progress towards project goals (MG-B01)

Hedgerow to be planted winter 24/25

Actions required in next management period (MG-B02)

Photographs of Progress (MG-F01)



THE COMMON SEAL OF)
EAST CAMBRIDGESHIRE DISTRICT COUNCIL)
was hereunto affixed in the presence of:)



461

[Redacted]
Director Legal / Chief Executive

SIGNED AS A DEED by)
HUNDRED FOOT HOLDINGS LIMITED)
acting by a director and its secretary or)
two directors)

Director: [Redacted]
Director / Secretary: [Redacted]