

Broads Authority

24 January 2025

Agenda item number 15

Biodiversity Net Gain- Off-site provision at Langley Abbey: Legal agreement

Report by Catchment and Farming Officer

Purpose

To approve the first off-site Biodiversity Net Gain (BNG) units area in the Broads.

Broads Plan context

This report helps to meet strategic objective B3, to seek biodiversity net gain and enhance areas of fen, reed bed, grazing marsh and wet woodland to protect peatlands as carbon sinks. By setting out the pathway to approve off-site BNG unit creation and testing the process with the first application from Langley Abbey Environment Project, we are working towards this strategic objective.

Recommended decision

To approve the Section 106 for Langley Abbey off-site Biodiversity Net Gain unit creation.

1. Introduction

- 1.1. Mandatory Biodiversity Net Gain (BNG) was first set out in the [Environment Act 2021](#). It aims to reverse the historic decline in biodiversity and leave the natural environment in a better state by making sure that any development subject to planning permission has a measurably positive impact on biodiversity, compared to what was there before development, by creating and improving natural habitats.
- 1.2. In England, BNG was introduced under a statutory framework through [Schedule 7A of the Town and Country Planning Act 1990 \(as inserted by Schedule 14 of the Environment Act 2021\)](#). BNG is mandatory for major developments since 12 February 2024 and for small sites since 2 April 2024.
- 1.3. If developers cannot secure the biodiversity net gain uplift that is required within their red line boundary, then they must purchase off-site BNG units to offset their development.
- 1.4. Off-site BNG refers to any biodiversity gains to be delivered on land outside of the red-line boundary of a development. Any land proposed for use for off-site BNG must be a registered biodiversity gain site with Natural England.

- 1.5. To be eligible for registration on the biodiversity gain sites register, land must be secured by one of two legal mechanisms. The first are planning obligations with local planning authorities under section 106 Town and Country Planning Act 1990 (the Act). The second legal mechanism is through a conservation covenant.
- 1.6. In the Broads Authority executive area, those creating off-site BNG units can either enter into a section 106 with the Broads Authority to secure the units or enter into a conservation covenant with a responsible body (which is not the option covered by this report). A section 106 is a planning obligation. Even though planning obligations are usually used by landowners and LPAs to facilitate the grant of a planning permission, they can be used 'standalone'. That is, they can be used without any linked planning application when securing off-site biodiversity units.
- 1.7. Selling biodiversity net gain units is a choice for landowners which can be a source of revenue and could fund nature recovery on their land. Once biodiversity units are created or enhanced, they must be maintained for at least 30 years. This is a new source of funding which could be used to aid nature recovery in the Broads.

2. Langley Abbey

- 2.1. The owners of Langley Abbey have decided to gradually take the whole of their estate out of farming and put it into BNG units. They are already working with a developer who wishes to buy units from them.
- 2.2. They have signed a section 106 with South Norfolk Council for some of their land in November 2024, and they now want to create units in the Broads Authority area of the estate.
- 2.3. These units are for enhancement of 3.848ha existing poor condition neutral grassland and 2.82km of ditches. Langley Abbey have supplied a Habitat Management and Monitoring Plan which sets out the plan for enhancing and maintaining the habitat over 30 years. This has been checked by the Broads Authority Ecology & Design Supervisor.
- 2.4. The Authority has received legal advice for the section 106 Agreement, which has been assessed and agreed with Birketts. They have recent experience with using section 106 Agreements to secure off-site BNG units and are satisfied with the agreement.
- 2.5. As this is a new use of a section 106 Agreement which we have not previously dealt with, as it is not directly linked to a planning application, the Authority does not have delegated powers in place to decide to enter into this agreement. We therefore are asking members to approve the signing of the section 106 agreement with Langley Abbey (draft in Appendix 1).
- 2.6. Once the agreement is signed, the Section 106 planning obligations would be registered as a Local Land Charge by the Broads Authority.

3. Delegation of Section 106 for off-site BNG

- 3.1. As mentioned above, this new use of a section 106 means that the Authority does not have delegated powers in place to decide to enter into the agreement without members' approval.
- 3.2. We do not anticipate that we will receive very many of these applications and currently Langley Abbey is the only estate which has expressed any interest in this. To streamline our processes, we propose that members delegate powers to the Chief Executive so that any future applications for off-site BNG can be decided without requiring member approval.
- 3.3. A separate report on the agenda (item 16) recommends the delegation of powers to decide whether to enter into a section 106 to secure off-site BNG to the Chief Executive. This would mean a change in the scheme of delegations, to add an entry related to decisions '*To enter into section 106 agreements for securing off-site Biodiversity Net Gain units*'.

4. Financial implications

- 4.1. By entering into the section 106, the Broads Authority agrees to assess the monitoring of the habitat condition over 30 years. This has a financial cost to the Authority, and officers have developed a fee estimate based on the time required by officers to do so. There is a level of uncertainty around this cost given the time frame of monitoring. To mitigate for this, the section 106 sets out a charge for each monitoring report submitted to the Authority for assessment, index linked over the 30 years to account for inflation.
- 4.2. Alongside this, the section 106 allows the Authority to recoup initial costs in assessing the section 106 and the accompanying Habitat Management and Monitoring Plan. It also sets out that Langley Abbey will pay the legal costs associated with establishing the agreement.
- 4.3. There is a potential future financial implication if the Authority receives more requests for off-site BNG in future. This would follow the same structure as the above, with the Authority recouping costs for assessing agreements and monitoring reports. Currently, the owners of Langley Abbey are the only estate that have expressed an interest in this, and we do not envisage this being a large source of income for the Authority.

5. Risk implications

- 5.1. BNG is new to all parties involved and there will be lessons learnt along the way, as well as possible future variations to the statutory framework in relation to BNG.
- 5.2. There is a risk to reputation if the BNG units do not produce enhanced habitat that is maintained over the 30 years. By setting out a clear monitoring schedule, which includes ecologist visits across the monitoring period, and a process for enforcement

embedded in the legal agreement, the Authority can ensure that the agreement is adhered to and take action if not.

- 5.3. Risk to resourcing of ecology advice over the 30-year time frame of the project. The inclusion of a fee for monitoring means that there will be funds to compensate officer time, but this relies on having the resources available. The number of off-site BNG agreements we are expecting to receive is low, and monitoring will be a relatively small commitment compared to other ecology input required for managing the Broads.

6. Conclusion

- 6.1. The establishment of the first off-site BNG units in the executive area is a positive step forward for nature recovery in the Broads. We aim to support landowners who wish to produce BNG units to fund nature recovery on their land. This aligns with the Broads Plans objectives and the monitoring of off-site BNG is included in the recently approved Broads Nature Recovery Strategy 2024-2029.
- 6.2. The section 106 with Langley Abbey would allow the owners to sell units to fund the restoration of ditches and neutral grassland on the estate.
- 6.3. Going forwards, it is proposed that members delegate powers to sign a section 106 for off-site BNG units to the Chief Executive of the Broads Authority. This will streamline the process for any future applications (see item 16).

Author: Hannah Norman

Date of report: 07 January 2025

[Broads Plan](#) strategic objectives: strategic objective B3, to seek biodiversity net gain and enhance areas of fen, reed bed, grazing marsh and wet woodland to protect peatlands as carbon sinks

Appendix 1 - Langley Abbey Section 106 draft

Appendix 1 – Langley Abbey Section 106 Agreement draft

DATED

2024

THE BROADS AUTHORITY

(1)

**CHRISTOPHER JOE WARWICK TOWNSEND AND
REBECCA DOROTHY MARY TOWNSEND**

(2)

**AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

Relating to land at Langley Abbey Estate

This DEED is made on

2024

BETWEEN:

BROADS AUTHORITY of Yare House, 62-64 Thorpe Road, Norwich, Norfolk NR1 1RY (the “**Authority**”); and

CHRISTOPHER JOE WARWICK TOWNSEND and **REBECCA DOROTHY MARY TOWNSEND** of Abbey Farm, Langley Green, Norwich NR14 6DG (the “**Landowner**”).

RECITALS

The Authority is the local planning authority for the purposes of the 1990 Act in respect of the Land.

The Parties have agreed to enter into this Deed pursuant to section 106 of the 1990 Act in order to secure the planning obligations contained in this Deed.

The Landowner is the registered freehold owner of the Land. The Land bound by this Deed is entirely within the Title.

DEFINITIONS

Unless the context otherwise requires, where in this Deed the following defined terms and expressions are used they shall have the following respective meanings:

“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“Allocated”	the allocation of Biodiversity Units in accordance with a successful Allocation Application;
“Allocation Application”	an application to the Register Operator to allocate some or all of the registered Habitat Enhancement from the Landowner and to a development in accordance with Part 4 of the Regulations, following the sale/purchase of Biodiversity Units;
“Auditing Fee”	the fee of [REDACTED] Index Linked to be paid by the Landowner to the Authority for the purpose of auditing the Monitoring Report;

“Authority’s Covenants”	the covenants set out at clause 6 of this Deed;
“Biodiversity Gain Site Register”	has the same meaning as given in Regulation 3 of The Biodiversity Gain Site Register Regulations 2024;
“Biodiversity Units”	the units calculated in accordance with the Statutory Metric and generated by the Habitat Enhancement on the Land in accordance with this Deed;
“Habitat Enhancement”	the uplift in biodiversity to be achieved by the Landowner in accordance with the HMMP which shall generate the Biodiversity Units and can be allocated to a development on the Biodiversity Gain Site Register;
“Habitat Works”	the initial capital works detailed in the HMMP, to be carried out at a seasonally appropriate time as detailed in the HMMP;
“Habitat Works Notice”	the notice to be issued by the Landowner to the Authority specifying the date the Habitat Works were completed and the Management Period began and for the avoidance of any doubt the Parties agree that the Habitat Works for the enhancement of the lowland meadow and the enhancement of the ditches are entirely distinct and therefore two separate Habitat Works Notices will be issued, one in respect of the lowland meadow and the other in respect of the ditches;
“HMMP”	the Habitat Management and Monitoring Plan agreed between the Landowner and the Authority and appended at Appendix 3 of this Deed, or as subsequently amended by written

	agreement between the Landowner and the Authority;
“Independent Ecologist”	an independent and suitable person holding appropriate professional qualifications within ecology, natural sciences, zoology, or an equivalent study and with at least 5 years’ post-qualification experience;
“Index Linked”	index linked from the date of this Deed until the date that the relevant payment is made, such index linking being equivalent to the change in the Retail Price Index (All Items) published by the Office for National Statistics (or if such indices cease to be published, an equivalent index notified to the Landowner by the Nominated Officer;
“Interest”	interest at 4% above the base rate from time to time of Barclays Bank plc or such other bank as may be agreed between the Landowner and the Authority;
“Land”	the land bound by the planning obligations contained in this Deed and shown edged red on the Land Plan;
“Land Plan”	the plan at Appendix 1 to this Deed;
“Landowner Covenants”	the covenants set out at clause 5 of this Deed;
“Management Period”	thirty (30) years from the completion date specified in the Habitat Works Notice or any longer period as may be agreed in writing between the Landowner and the Authority;
“Monitoring Report”	a report to be prepared by an Independent Ecologist and submitted to the Authority in accordance with the HMMP to include a checklist

	demonstrating that all management actions prescribed in the HMMP or otherwise required for the proper management of the Land in accordance with the HMMP have been undertaken;
“Monitoring Schedule”	the schedule of monitoring detailed in the HMMP;
“Nominated Officer”	A senior officer of the Authority or such other officer notified to the Landowner from time to time;
“Register Operator”	has the same meaning as in Regulation 3 (3) of the Regulations;
“Registration Application”	an application to the Register Operator to register the Habitat Enhancement to the Landowner following completion of this Deed;
“Regulations”	The Biodiversity Gain Site Register Regulations 2024;
“Requisite Consents”	all and any consents, licences and authorisations required from any competent authority, statutory undertaker or person either for the carrying out the Habitat Works and implementing the HMMP;
“Statutory Metric”	the statutory biodiversity metric published from time to time by the Department for Environment, Food & Rural Affairs (or its successor government department) in accordance with paragraph 4, Part 1, Schedule 7A of the 1990 Act;
“Title”	the title registered at HM Land Registry with title number NK271613;

“Working Day”

any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

INTERPRETATION

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

The headings to the clauses, schedules and paragraphs of this Deed shall not affect the interpretation of this Deed.

The schedules to this Deed form part of it and the provisions set out in the schedules shall have the same full force and effect as if expressly set out in the body of this Deed.

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

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.

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

Any references in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any modification, extension or re-enactment of the same 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 pursuant to the same or deriving validity from it.

References in this Deed to the Landowner shall include their successors in title and any person deriving title through or under them. References in this Deed to the Authority shall include any successor to their statutory functions.

If any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected impaired or called into question.

STATUTORY PROVISIONS

This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and section 1 of the Localism Act 2011 and all other powers so enabling.

The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Landowner with the intention that they bind the interests held by that person in the Land and their respective successors and assigns.

The covenants, restrictions and obligations contained in this deed are enforceable by the Authority in accordance with section 106 of the 1990 Act.

COMMENCEMENT

Each of the provisions in this Deed shall come into force on the date of this Deed.

LANDOWNER'S COVENANTS

The Landowner covenants with the Authority as set out at Schedule 1.

AUTHORITY'S COVENANT

The Authority covenants with the Landowner that where any approval, consent, direction, authority, agreement or action is required under this Deed it shall not be unreasonably withheld or delayed.

ALLOCATION OF HABITAT ENHANCEMENTS

The Landowner and Authority agree that the Landowner shall be entitled to sell the Biodiversity Units in accordance with the terms of this Deed without the need for further consent from the Authority and that the Biodiversity Units may be allocated to one or more than one development.

MODIFICATIONS TO THE HMMP

The Landowner and the Authority agree that at any time during the Management Period the Landowner shall be entitled to submit a revised HMMP in writing to the Authority for its written approval PROVIDED THAT the revised HMMP would generate at least the same number and type of Biodiversity Units as set out in Appendix 2.

On submission of a revised HMMP to the Authority the Landowner acknowledges that the Authority may wish to levy a reasonable fee for reviewing the revised HMMP, and that the Authority shall not be obliged to review any revised HMMP until such time as a reasonable fee (if any) has been agreed between the Parties and received by the Authority.

WARRANTIES

The Landowner warrants that on the date of this Deed:

it owns the freehold interest in the Land;

that no person other than the Landowner has any legal or equitable interest in the Land;

it has full authority to enter into this Deed; and

it is not aware of any impediment to the validity of this Deed.

LIMITATION OF LIABILITY

No party shall be liable for any breach of any of the covenants or other provisions of this Deed upon disposing of the whole of their interest in the Land and will be released from all obligations, undertakings, and covenants under this Deed upon any such disposal without prejudice to liability for any subsisting breach arising prior to parting with such interest.

Where the Landowner comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Landowner arising under this Deed. The Authority may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

No person shall be liable for any breach of an obligation contained within Schedule 1 paragraph 1 (Habitat Works, Management and Monitoring) of this Deed if it is shown:

that the breach occurred as a result of a matter beyond the defendant's control; or

that the breach occurred as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done in order to prevent loss of life or injury to any person.

DISPUTE RESOLUTION

In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred 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 an 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.

In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days after the appointment of the expert in accordance with clauses 11.1 or 11.2 above (as appropriate).

The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further five (5) Working Days.

any mortgagee is not required to participate in any dispute proceedings whilst not in possession of the Land and if any mortgagee decides not to participate then it shall have no liability for the expert's fees.

CHANGE IN OWNERSHIP

The Landowner will give the Authority written notice within ten (10) days of any disposition of all or any part of the Land during the Management Period, including the full name and address of the transferee and a plan showing the area of the Land disposed of and the nature and extent of the disposition.

RIGHT OF ENTRY

At all times on not less than twenty-four (24) hours' written notice except in the case of emergency with or without notice the Landowner shall allow any employee or agent of the Authority entry to the Land for the purposes of inspection surveying and monitoring compliance with the provisions of this Agreement PROVIDED THAT:

such employee or agent on arrival at the Land shall if requested by any person present acting on behalf of the Landowner to produce evidence of identity;

such entry shall be effected between 08:00 and 17:30 on any Working Day;

such employee or agent may be accompanied by such other persons as may be reasonably necessary in the opinion of that employee or agent;

such employee or agent shall be able to record evidence required to monitor compliance with this Deed including, but not limited to, by the taking photographs and measurements; and

such employee or agent or other person as referred to in clause 13.3 shall comply with the Landowner's reasonable directions and precautions required in the interest of health and safety.

LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Authority.

INTEREST

If any payment due under the provisions of this Deed is paid after the due date , then Interest shall be payable on such sum from the date payment is due to the date of actual payment.

VAT

All sums and amounts referred to in this Deed are exclusive of VAT.

NOTICES

Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent by post to the following address marked for the attention of the following persons:

The Authority:

Address: Broads Authority, Yare House, 62-64 Thorpe Road, Norwich NR1 1RY or any other address as notified to the Landowner by the Authority

FAO: **Head of Planning**

The Landowner:

Address: Langley Abbey Estate, Langley, Norwich, NR14 6DG

FAO: Henry Parkinson

RIGHTS OF THIRD PARTIES

None of the provisions of this Deed shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Deed.

COSTS

The Landowner shall pay to the Authority on completion of this Deed the legal costs together with all disbursements incurred by the Authority in the negotiation, preparation and execution of this Deed.

The Owner shall indemnify the Authority against all liabilities, costs, expenses (to include all professional costs and expenses) incurred from a breach of this Deed and/or the enforcement, by the Authority, of any breach of this Deed.

NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed fetters or restricts the Authority's statutory rights, powers, discretions and responsibilities.

WAIVER

No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

GOVERNING LAW AND JURISDICTION

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

DELIVERY

Save for this clause 23 which shall be of immediate effect, the provisions of this Deed shall be of no effect until the date of this Deed.

IN WITNESS whereof the Parties have executed this Deed on the day and year above written.

SCHEDULE 1

LANDOWNER'S COVENANTS

The Landowner covenants with the Authority as follows:

1. Habitat Works, Management and Monitoring

to give the Authority written notice no later than ten (10) working days prior to commencement of the Habitat Works of the intention to do so;

not to Commence the Habitat Works until the written notice specified in paragraph 1.1 of this Schedule has been given;

to commence the Habitat Works no later than twelve (12) months after the date of this Deed;

submit the Habitat Works Notice to the Authority no later than seven (7) days after the Habitat Works have been completed;

at the same time as the Habitat Works Notice is submitted, invite the Nominated Officer to inspect the Habitat Works;

if, following the inspection of the Habitat Works, the Nominated Officer is of the reasonable opinion that the Habitat Works do not conform with the approved HMMP, to carry out such works which, in the reasonable opinion of the Authority, are required to remedy the non-conformity;

to manage and maintain the Land in accordance with the HMMP for the duration of the Management Period;

to submit the Monitoring Reports to the Authority in accordance with the Monitoring Schedule;

if the Independent Ecologist identifies remedial works in a Monitoring Report, or otherwise, that are required to be undertaken to comply with the HMMP, or if the Authority notifies the Landowner that it is of the view that remedial works are required to comply with the HMMP, to submit details of the remedial measures to be undertaken, including a proposed timetable for completion of those remedial measures to the Authority for its written approval;

to implement any remedial measures agreed pursuant to paragraph 1.6 of this Schedule in accordance with the timetable agreed with the Authority;

to pay the Auditing Fee within fourteen (14) days of each Monitoring Report being submitted to the Authority;

to obtain and comply with all Requisite Consents;

not to dispose of any of the Land in a way that may affect the implementation or operation of the HMMP;

2. Sale, Registration and Allocation

to make the Registration Application promptly following completion of this Deed;

not to sell or transfer any Biodiversity Units until such time as evidence of the registration of the Land and this Deed on the Biodiversity Gain Site Register has been submitted to the Authority;

to submit the relevant Allocation Application within seven (7) days of each sale of Biodiversity Units;

not to sell or transfer any Biodiversity Units where the underlying habitat improvement is required to meet an existing regulatory obligation on the part of the Landowner or in relation to the Land;

not to sell or transfer any Biodiversity Units more than once;

not to submit an Allocation Application whilst an application to amend the Biodiversity Gain Site Register in accordance with paragraph 3.3 of this Schedule is pending;

not to allocate any Biodiversity Units unless:

the Allocation is recorded on the Biodiversity Gain Site Register;

there are sufficient Biodiversity Units remaining unallocated on the Biodiversity Gain Site Register to fulfil the Allocation Application in question.

Notification

to notify the Council when:

the Biodiversity Units are first Allocated;

the Biodiversity Units have been fully Allocated;

to pay the Allocation Fee within thirty (30) days of each Allocation Notice being submitted to the Council;

to give the Authority written notice within seven (7) days of any application to the Register Operator to amend, withdraw or remove any of the Habitat Enhancement on the Biodiversity Gain Site Register; and

to give the Authority written notice within seven (7) days of any decision of the Register Operator following any application detailed at paragraph 3.3 of this Schedule.

THE COMMON SEAL of BROADS AUTHORITY

was hereunto affixed to this Deed in the presence of:

.....

Authorised Signatory

Executed as a deed by

CHRISTOPHER JOE WARWICK TOWNSEND

.....

in the presence of

Signature

Witness Name:

Witness Address:

.....

Witness Signature

Executed as a deed by

REBECCA DOROTHY MARY TOWNSEND

.....

in the presence of

Signature

Witness Name:

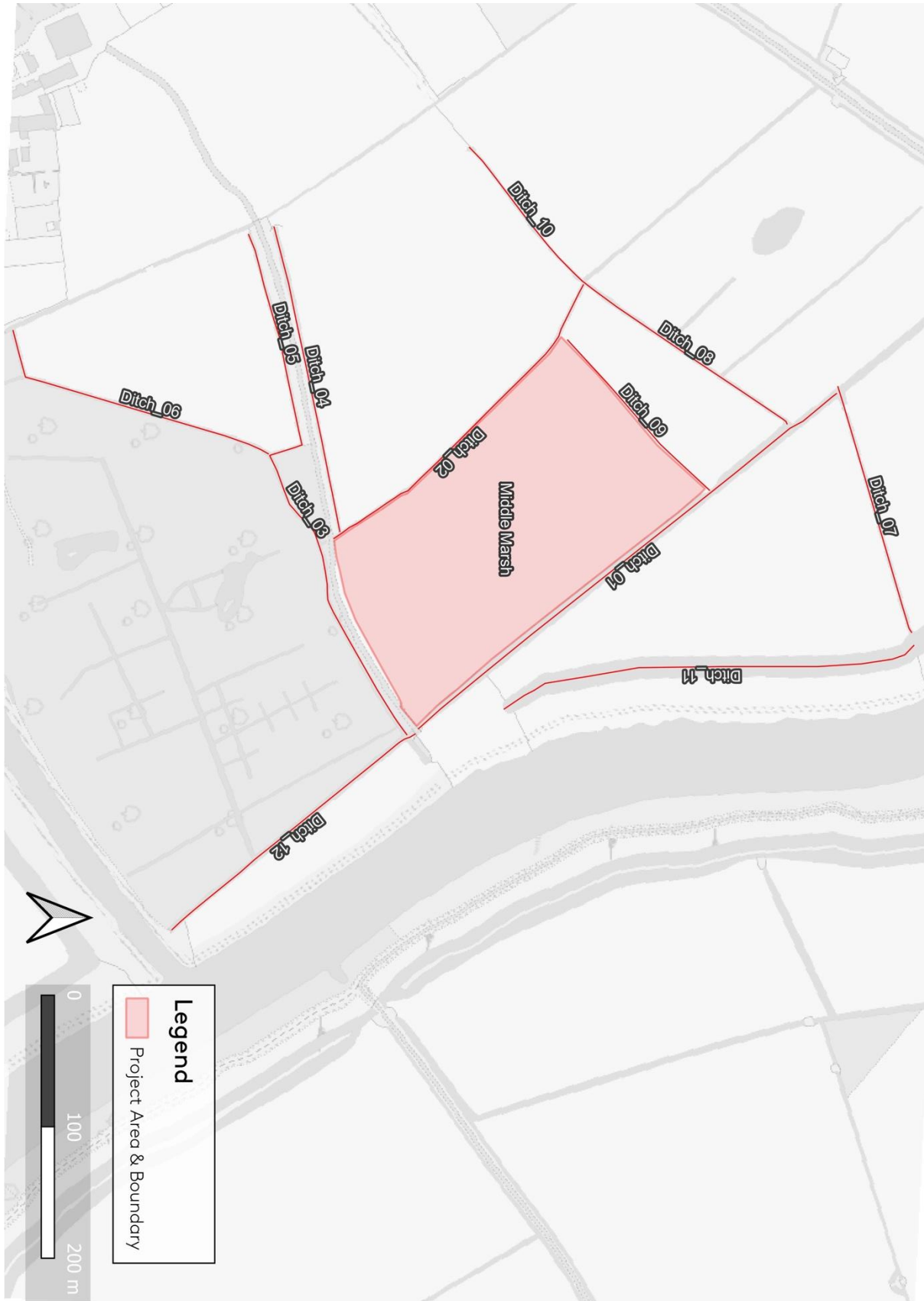
Witness Address:

.....

Witness Signature

APPENDIX 1

LAND PLAN



APPENDIX 2

BIODIVERSITY UNITS

Area units

Area (ha)	Habitat created	Distinctiveness category (score)	Total net unit change	Unit Density at Habitat Works calculated as Biodiversity Units per hectare
3.8482	Lowland meadow	Very high (8)	34.75	9.03
-	-	High (6)	-	-
-	-	Medium (4)	-	-
-	-	Low (2)	-	-

Watercourse units

Length (km)	Habitat enhanced	Distinctiveness category (score)	Total net unit change	Unit Density at Habitat Works calculated as Biodiversity Units per kilometre
-	-	Very high (8)	-	-
-	-	High (6)	-	-
2.81	Ditches	Medium (4)	11.23	3.99
-	-	Low (2)	-	-