

17 May

DATED

2023

BARNSELY METROPOLITAN BOROUGH COUNCIL [1]

and

FRANK ROGER BOWDEN, JOHN KEELY AND M.A.B. TRUSTEE COMPANY LIMITED [2]

and

NIFTYLIFT LIMITED [3]

PLANNING OBLIGATION

pursuant to Section 106 of the Town
and Country Planning Act 1990

relating to land off Mason's Way, Platts Common, Barnsley

THIS AGREEMENT is made the

17 May

2023

BETWEEN:

- (1) **BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall, Barnsley, South Yorkshire S70 2EH ("**Council**")

and

- (2) **FRANK ROGER BOWDEN** of Manor Farm, Castle Hill Road, Totternhoe, Dunstable LU6 2BY **JOHN KEELY** of 44 Clegg Square, Shenley Lodge, Milton Keynes MK5 7HG **AND M.A.B. TRUSTEE COMPANY LIMITED** (Co. Regn. No. 01604556) of 24 Upper King Street, Leicester LE1 6XE the trustees of the Niftylift Limited Pension Funds ("**the Owner**")

and

- (3) **NIFTYLIFT LIMITED** whose registered office is at Chalkdell Drive, Shenley Wood, Milton Keynes (company registration number 01264184) ("**Leaseholder**")

parties (1) and (2) and (3) collectively referred to as "the Covenantee Parties" in this Deed

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act for where the Development Land and Offsite Compensatory Area Boundary are situated.
- (B) The Council granted the Planning Permission on 17 May 2023 following the completion of the Section 111 Agreement on 17 May 2023.
- (C) Following a transfer dated 17 May 2023 the Owner is entitled to be registered as the freehold owner of the Development Land.
- (D) The Offsite Compensatory Area Boundary to the north of the Development Land is owned by the Council. The Council has granted the Owner relevant access to the Offsite Compensatory Area Boundary to the north of the Development Land via the Deed of Easement to allow works to be carried out within the Offsite Compensatory Area Boundary to the north of the Development Land.
- (E) The Owners are the freehold owner (title number SYK18111) of that part of the Offsite Compensatory Area Boundary which lies to the south of the Development Land.
- (F) The Freehold Owners granted the Leaseholder a leasehold title (SYK619082) for a term of 10 years from and including 16 June 2014 for that part of the Offsite Compensatory Area Boundary which lies to the south of the Development Land along with other land.
- (A) The Owner by entering into this Deed do so to create planning obligations in respect of the Offsite Compensatory Area Boundary and the Development Land and each part

of it in favour of the Council pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed where the context admits the following expressions shall have the following meanings:

Act

means the Town and Country Planning Act 1990 (as amended);

Biodiversity Works

means the schedule of actions to create or enhance and maintain each habitat at the required quality for the Duration including the monitoring of such works as set within the Biodiversity Enhancement Management Plan ("BEMP") which is at Schedule 4 (provided that changes to the BEMP may be agreed in writing between the parties).

Commencement

means carrying out of material operation as defined in section 56(4) of the Act on the Development Land pursuant to the Planning Permission save that for the purposes of this Deed the term does not include:

- (a) Operations in connection with site clearance.
- (b) Demolition.
- (c) Archaeological investigations.
- (d) Investigations for the purpose of assessing ground conditions.
- (e) Remedial work in respect of any contamination or other adverse ground conditions.
- (f) Diversion and laying of services.
- (g) Erection of hoardings, any temporary means of enclosure, the temporary display of site notices or advertisements.
- (h) Erection of a temporary site office or offices or site notices.

and "Commence", "Commences" shall be construed accordingly

Commencement Date

means the date Development Commences

Covenanting Parties

means as defined at the start of this Deed and Covenanting Party shall be construed accordingly

Development

means the development of the Development Land as permitted by the Planning Permission

Development Land

means the area shown yellow on Plan A at Schedule 3 to which this Deed relates

Duration

means 30 years from the Commencement Date

Deed of Easement means a Deed of Easement entered into by the Council and the Owner executed contemporaneously with the Transfer of the Development Land .

Offsite Compensatory Area Boundary

means the areas shaded purple on Plan A at Schedule 3

Planning Permission

means the planning permission for the formation of a new hardstanding area to increase the external yard area granted by the Council under application reference number 2021/1430

Section 111 Agreement

means the deed entered into by the Council and the Owner pursuant to section 111 of the Local Government Act 1972 dated 17 May 2023 and in respect of the Development Land

Working Day

means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this Deed.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this Deed under that statute or statutory provision.
- 1.10 A reference to writing or written does not include faxes or e-mail.
- 1.11 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or Deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this Deed.
- 1.13 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. LEGAL EFFECT

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by Owner with the intention that they bind the interests held by those persons in the Development Land and the Offsite Compensatory Area Boundary and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Leaseholder with the intention that they bind the interests held by those persons in the part of the Offsite Compensatory Area Boundary lying to the south of the Development Land and their respective successors and assigns.

2.4 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.

2.5 Should a court or the Secretary of State determine that any provision in this Deed does not meet the statutory tests set out in Section 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and paragraph 56 of the Revised National Planning Policy Framework July 2021 then those provisions shall not be enforced by the Council.

3. **CONDITIONALITY**

3.1 This Deed shall come into effect immediately upon the day of its completion except Schedule 1 and Schedule 2 which shall only come in to effect upon the Commencement of the Development.

4. **OWNER'S COVENANTS**

4.1 The Owner covenants with the Council as follows:

- (a) to observe and perform the covenants, restrictions and obligations contained in Schedule 1; and
- (b) to give at least 10 Working Days written notice to the Council of the intended Commencement Date

5. **LEASEHOLDER'S COVENANTS**

5.1 The Leaseholder covenants with the Council and the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. **RELEASE**

6.1 No person shall be liable for any breach of any covenant, restriction or obligation contained in this Deed occurring after it has parted with all of its interest in the Development Land or the Offsite Compensatory Area Boundary or part in respect of which such breach occurs, except in respect of any breach occurring during the period in which they owned such interest and subsisting prior to them parting with such interest.

7. **DETERMINATION OF DEED**

7.1 The covenants, restrictions and other obligations in this Deed shall cease to have effect (insofar only as it has not already been complied with and without prejudice to the rights of any party against the other in respect of any antecedent breach) if before the Commencement of the Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

8. **LOCAL LAND CHARGE**

- 8.1 This Deed is a local land charge and shall be registered as such by the Council in relation to the Development Land and that part of the Offsite Compensatory Area Boundary lying to the south of the Development Land

9. **OWNERSHIP**

- 9.1 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Development Land and the Offsite Compensatory Area Boundary:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. **REASONABLENESS**

- 10.1 Any approval, consent, direction, authority, agreement, certificate, requirement or action to be given by the parties under this Deed shall be reasonable and not be unreasonably withheld or delayed.

11. **CANCELLATION OF ENTRIES**

- 11.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 11.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 6.1 the Council shall upon the written request of the Owner without delay remove any entry relating to this Deed from the Register of Local Land Charges.

12. **DISPUTE RESOLUTION**

- 12.1 If any dispute arises out of this Deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).
- 12.2 The determination of the arbitrator will be given within 25 Working Days or such other period in accordance with the procedures of the Arbitration Act 1996.
- 12.3 Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

13. **NO COMPENSATION PAYABLE**

- 13.1 No compensation shall be payable by the Council as a result of the obligations contained in this Deed.

14. **WAIVER**

- 14.1 No waiver (whether express or implied) by the Council of any breach or default by the Covenanting Parties in performing or observing any of the covenants, restrictions or obligations of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this Deed or acting on any subsequent breach or default of this Deed.

15. **AGREEMENTS AND DECLARATIONS**

- 15.1 The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory functions.

- 15.2 The covenants, restrictions and other obligations in this Deed shall not be binding upon nor enforceable against:

- (a) any statutory undertaker which from time to time acquires any interest in any part(s) of the Development Land for or in furtherance of the provision of services or against any land upon or in which the service media plant or apparatus of such undertaker(s) is from time to time situated; and
- (b) a mortgagee or proprietor of a financial charge shall have no liability under this Deed nor incur any liability for any breach of the obligations contained in this Deed unless and until it becomes a mortgagee in possession of the Development Land or appoints a receiver or administrative receiver under a security in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

- 15.3 Nothing in this Deed prohibits or limits the right to develop any part of the Development Land in accordance with a planning permission, other than one relating to the Development, granted after the date of this Deed, whether or not pursuant to an appeal.

16. **NOTICES**

- 16.1 All notices demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if despatched by recorded delivery letter to the party to whom such notice request demand or other written communication is to be given or made under this Deed and addressed as

follows:

- (a) in the case of the Council to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1430
- (b) in the case of any other party to the address set out at the beginning of this Deed (and where such party is a company addressed to the Company Secretary)
or such other address for service as shall have been previously notified to the parties

17. THIRD PARTY RIGHTS

- 17.1 No person other than a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

18. SEVERANCE

- 18.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.
- 18.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. VALUE ADDED TAX

- 19.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 19.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right and the obligation to the other party to promptly issue them with a VAT invoice addressed to the party to whom the supply was made and the VAT shall be paid accordingly (unless recoverable by another party to this Deed).

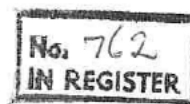
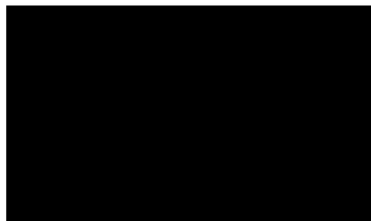
20. GOVERNING LAW

- 20.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof the parties have executed this document as a Deed the day and year first before written.

The common seal of **BARNSELY
METROPOLITAN BOROUGH
COUNCIL** was affixed to this document

in the presence of:



Executed as a deed by
NIFTYLIFT LIMITED acting by a director in the presence of:

Director....



Signature of witness.



Name (Capitals)...



Address.....



SIGNED as a DEED by
FRANK ROGER BOWDEN in the
presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

SIGNED as a DEED by
JOHN KEELY in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

Executed as a Deed by

M.A.B. TRUSTEE COMPANY LIMITED

acting by

Schedule 1 – Owner's Covenants to the Council

The Owner hereby covenants with the Council to perform the following obligations:

1 BEMP

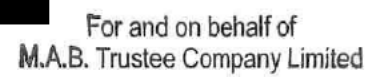
- 1.1 To commence the Biodiversity Works on the Offsite Compensatory Area Boundary within 12 months of the Commencement Date in accordance with the BEMP (including any variations to it agreed in writing with the Council).
- 1.2 To maintain the Biodiversity Works for the Duration on the Offsite Compensatory Area Boundary in accordance with the BEMP (including any variations to it agreed in writing with the Council) unless otherwise agreed in writing with the Council.

Schedule 2 – Leaseholder's Covenants to the Council

The Leaseholder hereby covenants with the Council to perform the following obligations:

1 BEMP

- 1.1 For the remainder of its lease to maintain the Biodiversity Works on the Offsite Compensatory Area Boundary lying to the south of the Development Land in accordance with the BEMP (including any variations to it agreed in writing with the Council) unless otherwise agreed in writing with the Council.



Schedule 4 – BEMP



Niftylift Ltd.

Mason Way, Platts Common

Biodiversity Enhancement Management Plan (BEMP)

Feb 2023

FPCR Environment and Design Ltd

Registered Office: Lockington Hall, Lockington, Derby DE74 2RH

Company No. 07128076. [REDACTED]

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FIGURES

Figure 1: Baseline Habitat Plan

Figure 2: Proposed Habitat Plan

Figure 3: Retention Plan

1.0 INTRODUCTION

- 1.1 The following Biodiversity Enhancement Management Plan (BEMP) has been prepared by FPCR Environment and Design Ltd on behalf of Niftylift Ltd, in relation to a Site situated to the north of the town of Hoyland, in the Metropolitan Borough of Barnsley at central OS grid reference SE 36802 01521. The Site is an area of unmanaged grassland and scrub, immediately to the North and West of the existing Niftylift property.
- 1.2 The application site gained planning approval for the formation of a new hard standing area to extend the existing external yard associated with Niftylift's existing operation. Associated ground clearance and making good is also required. These works are proposed to the immediate north of the existing yard and will connect to the existing external yard to increase the capacity of the applicant's existing operation.
- 1.3 The prescriptions within this BEMP are based on the Biodiversity Net Gain Calculations set out in the submitted and approved Biodiversity Impact Assessment (BIA)¹. Within the submitted BIA, the baseline habitats within the Site and offsite areas were identified, mapped using the UKHab Classification system during a survey at the Site in February 2022 (Figure 1). Condition Assessments were undertaken, based on condition criteria as set out in the Defra 3.0 technical supplement. A Biodiversity Net Gain assessment was then completed for the Site, using the DEFRA Biodiversity Metric 3.0. Post-development, habitat enhancements were identified within an area of adjacent offsite land (Figure 2).
- 1.4 The results of the assessment showed that the current baseline value of the Site is 2.54 habitat units, the entirety of which would be lost to development. The offsite compensation area baseline consists of 4.68 habitat units, with habitat enhancement measures proposed in these areas delivering a total of 2.81 units, which represents a 10.5% gain for proposals.
- 1.5 This BEMP provides the details of the overall management mechanisms and responsibilities, habitat creation methods, targeted management objectives and prescriptions, monitoring over a 30-year period for the enhancement of:
 - 0.0503ha of modified grassland to other neutral grassland in moderate condition;
 - 0.1549ha of other neutral grassland, from poor to good condition; &
 - 0.4188ha of mixed scrub from moderate to good condition.

Responsible Persons

- 1.6 The owner of the application site has the ultimate responsibility for the habitat delivery and management throughout the management period. The owner of the application site will appoint an appropriately experienced contractor and will inform the Council of who this responsibility has been passed to.

¹ FPCR (2022) Biodiversity Impact Assessment - Mason Way Platts Common REV B 160522 (2021/1430)

2.0 HABITAT ENHANCEMENT AND MANAGEMENT OBJECTIVES

- 2.1 Habitat enhancement for the off-site scheme will be in accordance with details set out by FPCR in the Biodiversity Impact Assessment². The areas proposed for enhancement are shown on Figures 1 and 2, denoted by the blue line boundary. Figure 3 shows the areas proposed to be lost, retained and enhanced.
- 2.2 A summary of habitat creation and enhancement is provided in Table 1 below for polygon references refer to Figure 1.
- 2.3 Table 2 overleaf shows the primary objectives for each habitat enhancement proposed, together with the targeted secondary objectives related to condition.

Table 1: Habitat Enhancement

Habitat Type	Target Distinctiveness	Target Condition	Polygon ref	Time to Target Condition
Modified Grassland to Other Neutral Grassland	Medium	Poor to Moderate	5	10 years
Other Neutral Grassland	Medium	Poor to Good	1	15 years
Mixed Scrub	Medium	Moderate to Good	6 & 7	3 years

² FPCR (2022) Biodiversity Impact Assessment - Mason Way Platts Common REV B 160522 (2021/1430)

Habitat Creation and Management Objectives

Table 2: Off-site Habitat Objectives

FEATURE	PRIMARY OBJECTIVE	TARGETED SECONDARY OBJECTIVES
1. Existing Modified Grassland proposed for enhancement to Neutral Grassland Polygon ref - 5	To enhance existing grassland so it meets the definition of 'Grassland – Other Neutral Grassland' within the Defra Guidance (Defra, 2019) with a condition change of 'Poor to Moderate', as determined by survey in accordance with the Defra UK Habitats guidance and data analysis methodologies.	The following criteria in bold are targeted with allowance for minor variance. Habitat enhancement and management are targeting Moderate condition (moderate condition grassland should meet 3 or 4 of the below criteria): 1 The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. 2 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. 3 Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens. 4 Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%. 5 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of undesirable species and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.
2. Enhancement of Other Neutral Grassland Polygon ref - 1	To enhance existing Other Neutral Grassland with a condition change of 'Poor to Good', as determined by survey in accordance with the Defra UK Habitats guidance and data analysis methodologies.	The following criteria in bold are targeted with allowance for minor variance. Habitat enhancement and management are targeting Good condition: 1 The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. 2 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.

FEATURE	PRIMARY OBJECTIVE	TARGETED SECONDARY OBJECTIVES
3. Enhancement of Mixed Scrub Polygon ref – 6 & 7	To enhance existing Mixed Scrub with a condition change of 'Moderate to Good', as determined by survey in accordance with the Defra UK Habitats guidance and data analysis methodologies.	3 Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens. 4 Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%. 5 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of undesirable species and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area. The following criteria in bold are targeted with allowance for minor variance. Habitat enhancement and management are targeting Good condition (Good condition should meet all 5 criteria): 1 Habitat is representative of UKHab description (where in its natural range). There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be up to 100% cover). 2 There is a good age range – all of the following are present: seedlings, young shrubs and mature shrubs. 3 There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and undesirable species make up less than 5% of ground cover. 4 The scrub has a well-developed edge with scattered scrub and tall grassland and/or herbs present between the scrub and adjacent habitat(s). 5 There are clearings, glades or rides present within the scrub, providing sheltered edges.

3.0 HABITAT ENHANCEMENT AND MANAGEMENT ACTION PLAN

Table 2: Management Action Plan

MANAGEMENT TO ACHIEVE OBJECTIVES		POSSIBLE MONITORING TRIGGERS AND CORRECTIVE MEASURES
Enhancement - Offsite		
1. Modified Grassland to Other Neutral Grassland in moderate condition		
a) <u>Grassland Enhancement year one management</u> i) Dig out or spot treat undesirable weeds as necessary and mow hard between July and September with arisings removed. ii) after a September/October cut, rake or harrow the grassland to expose >50% bare earth. iii) Broadcast a 100% wildflower mix suitable for sowing into existing grassland. The wildflower mix should include yellow rattle (such as Boston Seeds 'Traditional Wildflower Seed BS1P 100%' (or similar)) at rate of 4g/m². iv) Where yellow rattle has established well from an autumn sowing cut and remove any early lush growth in spring to a height of 70-100mm (high enough to miss young yellow rattle plants) (after establishment only). v) Following first flowering, mow grass hard in late August or early September, to less than 50mm, removing arisings to reduce soil nutrients. vi) Mow re-growth once during November/December, to less than 50mm, removing arising. b) <u>On going management.</u> i) Avoid use of herbicides along path and fence lines. ii) Following establishment mow during July (with late June- August acceptable) to around 50mm, removing arisings after they have dried (around 48 hours after cutting) to reduce soil nutrients (year 2 onwards). iii) If grass growth is vigorous mow re-growth in following year during March – early April (to around 50mm) to remove excess growth and take away arisings (year 2 onwards). iii) No more than 2 cuts per year (after first year) as per above timings. iv) Dig out or spot treat pernicious weeds as necessary.		a) <u>Low cover of wild flowers and indicator species</u> Where monitoring shows cover of wildflowers and indicator species are less than 30% by year 5: i) Year 6, immediately after a September/October cut, rake or harrow the grassland to expose >50% bare earth. ii) Broadcast Boston Seeds 'Traditional Wildflower Seed BS1P 100%' (Or similar) at rate of 4g/m². This is a 100% wildflower mix suitable for sowing into existing grass. b) <u>High cover of undesirable species</u> If monitoring shows undesirable species cover is greater than 5%: i) selectively pull undesirable species.

MANAGEMENT TO ACHIEVE OBJECTIVES	POSSIBLE MONITORING TRIGGERS AND CORRECTIVE MEASURES
2. Other Neutral Grassland – Enhancement Poor to Good a) <u>Grassland Enhancement year one management</u> i) Dig out or spot treat undesirable weeds as necessary and mow hard between July and September with arisings removed. ii) Fell existing scattered scrub to achieve <5% scrub cover, undertaken in September / October. Timber and arisings removed from site or stacked within scrub areas as deadwood habitat. iii) After a September/October cut, rake or harrow the grassland to expose >50% bare earth. iv) Broadcast a 100% wildflower mix suitable for sowing into existing grassland. The wildflower mix should include yellow rattle (such as Boston Seeds 'Traditional Wildflower Seed BS1P 100%' (or similar) at rate of 4g/m². v) Where yellow rattle has established well from an autumn sowing cut and remove any early lush growth in spring to a height of 70-100mm (high enough to miss young yellow rattle plants) (after establishment only). vi) Follow first flowering, mow grass hard in late August or early September, to less than 50mm, removing arisings to reduce soil nutrients (year 1 onwards). vii) Dig out or spot treat pernicious weeds as necessary (year 1 onwards). b) <u>Management:</u> i) Following establishment mow after flowering in July (with late June- August acceptable) to around 50mm, removing arisings after they have dried (1-7 days) to reduce soil nutrients. Leave 15% of grassland unmown every year on rotation. Once every four years cut the grassland in September to allow late flowering species to set seed.	a) <u>Low cover of wildflowers and indicator species</u> Where monitoring shows cover of wildflowers and indicator species are less than 30% by year 5: i) Year 6, immediately after a September/October cut, rake or harrow the grassland to expose >50% bare earth. ii) Broadcast Boston Seeds 'Traditional Wildflower Seed BS1P 100%' (Or similar) at rate of 4g/m². This is a 100% wildflower mix suitable for sowing into existing grass. b) <u>Vigorous grass growth limiting flowering plant diversity</u> If grass growth is vigorous by end Year 2 (grass 'collapsing' due to lushness prior to cutting) or palatable/productive grasses are identified as dominating the sward (over 50%): i) undertake a second yearly cut of the re-growth in late autumn and again in spring if needed (to around 50mm) to remove excess growth and take away arisings. ii) If further monitoring from years 3-4 show continued vigorous grass growth introduce yellow rattle seed: 1) after the Aug/Sept cut chain harrow the grassland three times in immediate succession and in a different direction each time. 2) Broadcast yellow rattle seed at a rate of 2.5kg/ha, then roll immediately with a flat roller. 3) If there is sufficient grass growth following sowing, take another cut before the end of year removing arisings. c) <u>High cover of undesirable species</u> If monitoring shows undesirable species cover is greater than 5%: i) selectively pull undesirable species.

MANAGEMENT TO ACHIEVE OBJECTIVES		POSSIBLE MONITORING TRIGGERS AND CORRECTIVE MEASURES																								
		d) <u>physical damage from recreational access greater than 5% of total area.</u> If monitoring shows physical damage of greater than 5% of total area: i) Determine locations of informal access points and explore options to reduce public access into the area. Either through installation of fencing to stop access, additional planting to disrupt desire lines, or through signage to discourage access and educate public about habitat enhancements. ii) Re-seed any severely damaged areas as per a)																								
3. Mixed Scrub - Enhancement. a) <u>Scrub Enhancement year one management</u> i) Selective thinning of some dense stands of bramble. ii) Localised planting of native scrub species (see recommended mix below) in open areas in small irregular shaped groups of 3, 5 or 7, with clusters of the same species planted together and designed to create a naturalistic pattern. Planting protected from rabbits with spiral guards, as conditions on site require. Holly should have larger diameter mesh guards. iii) Initial planting to target 15-20% open space. <table border="1"> <thead> <tr> <th>Common name</th><th>Latin name</th><th>Comments</th></tr> </thead> <tbody> <tr> <td>Common dogwood</td><td><i>Cornus sanguinea</i></td><td>15% whip</td></tr> <tr> <td>Hazel</td><td><i>Corylus avellana</i></td><td>25% whip</td></tr> <tr> <td>Grey willow</td><td><i>Salix cainera</i></td><td>10% whip</td></tr> <tr> <td>Hawthorn</td><td><i>Crataegus monogyna</i></td><td>15% whip</td></tr> <tr> <td>Holly</td><td><i>Ilex aquifolium</i></td><td>5% 3 cl</td></tr> <tr> <td>Crab apple</td><td><i>Malus sylvestris</i></td><td>10% whip</td></tr> <tr> <td>Bird cherry</td><td><i>Prunus padus</i></td><td>10% whip</td></tr> </tbody> </table>		Common name	Latin name	Comments	Common dogwood	<i>Cornus sanguinea</i>	15% whip	Hazel	<i>Corylus avellana</i>	25% whip	Grey willow	<i>Salix cainera</i>	10% whip	Hawthorn	<i>Crataegus monogyna</i>	15% whip	Holly	<i>Ilex aquifolium</i>	5% 3 cl	Crab apple	<i>Malus sylvestris</i>	10% whip	Bird cherry	<i>Prunus padus</i>	10% whip	a) <u>Increase shrub species diversity</u> Where monitoring shows a minimum of three shrub species are not present throughout each discrete stand or single species comprise over 75% of cover: i) Selective clearance of scrub edge to reduce dominance of species such as blackthorn, hawthorn and bramble. ii) Selective thinning of some dense stands to allow light to reach the ground and promote regeneration of seedlings and saplings. iii) Planting of additional shrub species as necessary. b) <u>Control of any pernicious weeds / non-native invasive species</u> i) Where periodic monitoring records presence undertake mechanical removal/use herbicide as appropriate and remove all cut material from site. ii) Seek advice from specialist contractor, as necessary.
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MANAGEMENT TO ACHIEVE OBJECTIVES			POSSIBLE MONITORING TRIGGERS AND CORRECTIVE MEASURES
Rowan	<i>Sorbus aucuparia</i>	10% whip	
b) <u>Ongoing management</u> 15-20% open space should be targeted within the habitat. i) Yearly mowing / strimming of glades and clearings in July (with late June- August acceptable) to around 50mm, removing arisings after they have dried (1-7 days) to reduce soil nutrients. Once every four years cut the grassland in September to allow late flowering species to set seed. ii) Control of any pernicious weeds / non-native invasive species, as required, through mechanical removal/ herbicide as appropriate and remove all cut material from site. Seek advice from specialist contractor, as necessary. iii) Trimming of dense scrub edges and bramble stands, to maintain a sinuous edge with a graded margin down to field layer (tapering edge from canopy height to 20cm). Trimming to take place as required (roughly 1/5 every 5-6 years). Trimming to take place outside of bird nesting season (March to August/early September) during winter months. iv) Selective clearing / coppicing of scrub (roughly 1/5 every 5-6 years) down to ground to reduce dominance of species such as blackthorn and hawthorn and promote regeneration of young shrubs/herb edge. Use coppicing regime to promote a mobile and mixed-age scrub edge along rides, in clearings and parcel margins. v) Brash arisings from coppicing should not be left lying in loose heaps. Brash may be: built into tight piles or dead hedges through the scrub, used to surround cut stools to protect them from deer browse (c. 1m radius), or chipped and spread thinly through the scrub areas. vi) Spiral guards will be removed after establishment.			

4.0 MONITORING

- 4.1 In order to appropriately monitor the success of the proposed habitat enhancement of the Site will be assessed against the habitat objectives set out in Table 2, and the proposed UKHab habitat definition at the time of this report.
- 4.2 Monitoring will cover the blue line boundary identified within Figures 1 and 2, upon securing the habitat interventions under agreement to deliver specific targets to a set timescale.
- 4.3 The monitoring of the project will be carried out in years 2, 5, 10, 20 and 30.
- 4.4 The monitoring will be completed by an appropriately qualified and experienced ecologist (A suitably qualified person is a person who is sufficiently qualified to confidently identify the features required in the monitoring criteria), with results submitted to the monitoring authority in accordance with the legal agreement used to secure the scheme.
- 4.5 Monitoring visits will be undertaken at an appropriate time of year (May to August inclusive) and will involve a detailed UKHab survey of the site and condition assessment as specified within Defra 3.0 technical supplement. For each community, as a minimum, the following information will be collected:
- A comprehensive species list along with a measure of abundance using DAFOR;
 - For the grassland habitats representative quadrat should be taken (to a maximum of 5);
 - Representative photos of each habitat and feature;
 - Condition assessment tables should be completed with detailed notes on each criteria and potential constraints and opportunities; &
 - A detailed description of the habitat, noting abiotic factors such as structure, slope, aspect, management and recreational use, and how this may be influencing the community.
- 4.6 Results of this monitoring will be used to inform changes to this management plan. The detailed management prescriptions set out in the management plan will be altered if required following monitoring and in agreement with the management contractor, Barnsley Metropolitan Borough Council (BMBC) and any other stakeholders.
- 4.7 A report will be produced to identify compliance with the binding objectives and recommendations which will be sent to the BMBC and the landowner following each monitoring period. When a recommendation is made to the landowner ensure objectives compliance, the following monitoring survey will assess if that recommendation was followed, and the objective met.
- 4.8 Where objectives are not being adequately met, appropriate action will be put in place (such as, the corrective measures detailed in table 2 for each habitat) to amend management prescriptions, with any refinements incorporated into the updated management plan and annual work programme.
- 4.9 Modifications made to the management plan as part of adaptive management should be added to the relevant habitat management table and included in this document. The changes must be circulated to the land manager and monitoring authority.

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Key

- Red Line Boundary
- Offsite Compensation Area Boundary
- Habitats Baseline
 - Mixed scrub
 - Modified grassland
 - Other neutral grassland



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masterplanning ■ environmental assessment ■ landscape design ■ urban design ■ ecology ■ architecture ■ arboriculture

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0 50 100 m

client
Niftylift
project
Mason Way, Platts Common
drawing title
Habitat Baseline Plan



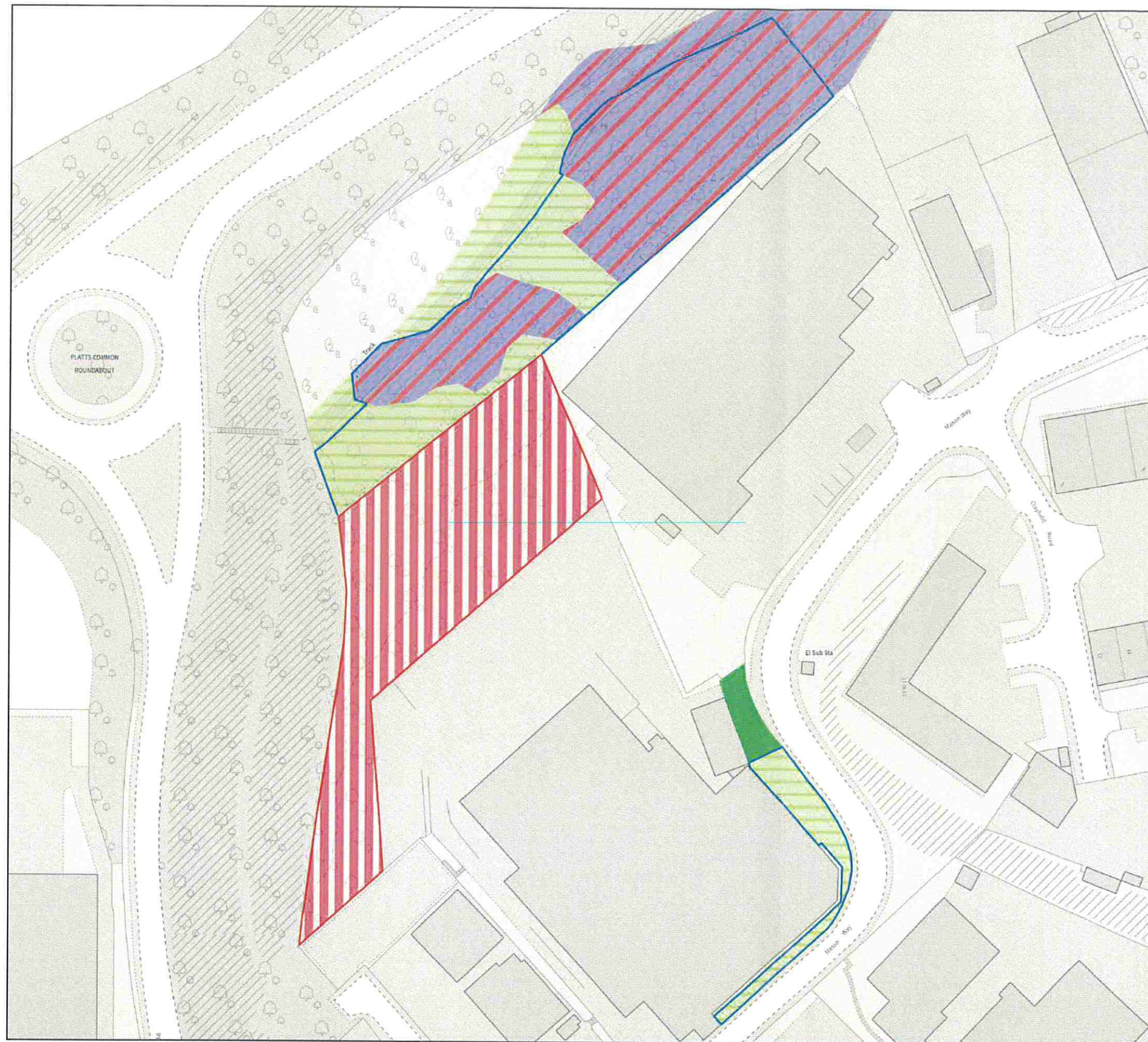
scale 1:1138

date 10/5/2022

author IH

check 10/5/2022

Figure 1



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Key

- Red Line Boundary
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Habitats Proposed

- Developed land; sealed surface
- Mixed scrub
- Modified grassland
- Other neutral grassland



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Key

- Red Line Boundary
- Offsite Compensation Area Boundary

Habitats Retention

- Enhanced
- Retained
- Lost