DATED 28 January **2021**

PARK SPRINGS PROPERTIES LIMITED

TO

BARNSLEY METROPOLITAN BOROUGH COUNCIL

SECTION 106
TOWN AND COUNTRY PLANNING ACT 1990
(as amended)

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

relating to land at The Symphony Group, Park Spring Road, Grimethorpe, Barnsley, S72 7EZ

WALKER MORRIS LLP
33 Wellington Street
LEEDS
LS1 4DL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: CAS/SYM00006.42

CONTENTS

CLAUSE		PAGE
1	DEFINITIONS	3
2	INTERPRETATION	7
3	LEGAL BASIS	7
4	CONDITIONALITY	8
5	OWNER'S PLANNING OBLIGATIONS/UNDERTAKINGS	8
6	MISCELLANEOUS	8
7	WAIVER	9
8	RESOLUTION OF DISPUTES	10
9	INDEXATION	11
10	INTEREST	11
11	VAT	11
12	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	11
13	OTHER CONSENTS	11
14	GOVERNING LAW AND DISPUTES	11

SCHEDULE 1 – THE OWNER'S PLANNING OBLIGATIONS/UNDERTAKINGS
SCHEDULE 2 – WORKS / MATTERS TO BE UNDERTAKEN BY THE COUNCIL
APPENDIX 1 – PLAN
APPENDIX 2 – DOCUMENT TITLED "NEW PARK SPRINGS AND CUDWORTH COMMON"

THIS UNDERTAKING is made on the day of 2021

BY:

(1) **PARK SPRINGS PROPERTIES LIMITED** (Company No. 05728838) whose registered office is situate at Pen Hill Estate, Park Spring Road, Barnsley, South Yorkshire S72 7EZ ("**Owner**");

TO:

(2) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of 1 Westgate Plaza, Western St, Barnsley S70 2DR ("**Council**").

BACKGROUND

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property (as hereinafter defined) is situated and is the local planning authority by whom the planning obligations hereby created are enforceable.

(B) The Owner is the registered freehold proprietor with absolute title of all those parts of the Property registered at HM Land Registry under Title Number SYK551445 (which title also includes land that is not the subject of the Application).

(C) The Symphony Group Plc (Company No. 01022506) whose registered office is situate at Pen Hill Estate, Park Spring Road, Barnsley, South Yorkshire S72 7EZ, who a sister company of the Owner, has submitted the Application (as hereinafter defined) to the Council and it has been agreed that the Owner will enter into this Undertaking to secure the planning obligations contained in this Undertaking.

(D) The Owner by entering into this Undertaking does so to create planning obligations in respect of the Property and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1 DEFINITIONS

1.1 In this Undertaking the following expressions shall have the following meanings:

"**Application**" means the application for full planning permission submitted

	to the Council for the Development and allocated reference 2020/1032;
"Applied"	means allocated to a particular topic of expenditure in accordance with paragraphs 1.1.1 and 2.1 of Schedule 2 which on request will be confirmed in writing by the Council to the Owner;
"Breeding Birds Habitat Contribution"	means the sum of £20,000.00 (twenty thousand pounds) (such sum calculated on the basis of £2,000.00 (two thousand pounds) per pair of breeding birds) to be paid by the Owner to the Council as a contribution towards providing off-site mitigation in relation to the loss of habitat of 10 (ten) pairs of breeding birds in order to address impacts arising from the Development;
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Undertaking and for no other purpose) operations consisting of land clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, erection of any temporary means of enclosure, the temporary display of notices or advertisements and **"Commence Development"** shall be construed accordingly;
"Compensatory Financial Contribution"	means the sum of up to £77,000.00 (seventy seven thousand pounds) which is to be expended on mitigation in relation to an identified shortfall in bio diversity mitigation agreed between the Council and the Owner and identified in the Ecological Impact Assessment Report (January 2021) and Biodiversity Matric 2.0 calculation Tool – Symphony v10 which is to be used for the purposes of ecological enhancement as set out in Schedule 2;
"Contributions"	means collectively the Breeding Birds Habitat Contribution, the Land Trust Payment and the Off-Site Highway

	Roundabout Works Contribution;
"Development"	means the development of the Property in accordance with the Planning Permission for the erection of a new factory / warehouse (Use Class B2 General Industrial & Use Class B8 Storage & Distribution) with installation of up to a 1 MW biomass boiler, associated parking and circulation space;
"Expert"	means an independent person of at least 10 (ten) years standing in the area of expertise relevant to the dispute to be agreed between the Owner and the Council or, failing agreement, to be nominated at the request and option of either of them, at their joint expense, by or on behalf of the President for the time being of the Law Society;
"Index"	means the 12 (twelve) month percentage change in the All Items Retail Price Index published by the Office for National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefore) or such other index as may from time to time be published in substitution therefore;
"Interest"	interest at 4 (four) per cent above the base lending rate of the Lloyds Bank PLC from time to time;
"Land Trust"	means The Land Trust of 1 Dewhurst Rd, Birchwood, Warrington WA3 7GB;
"Land Trust Payment"	means the sum of £35,520.00 (thirty five thousand five hundred and twenty pounds) to be paid by the Owner to the Council on the condition that the Council will pay the sum to the Land Trust for the purposes set out in the document titled "New Park Springs and Cudworth Common" appended to this Undertaking at Appendix 2, or for an amended scheme of mitigation identified and agreed by the Council and the Land Trust following the Reptile Survey and taking account of its findings in order to address impacts arising from the Development;

"Land Trust Site"	means the adjacent Cudworth Common and New Park Springs sites referred to in the document titled "New Park Springs and Cudworth Common";
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to "**Occupy**" shall be construed accordingly;
"Off-Site Highway Roundabout Works Contribution"	means the sum of £150,000.00 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council as a contribution towards highway improvements to mitigate against future capacity issues at the Shafton and Engine Lane Roundabouts as identified in the transport assessment prepared by SCP dated January 2021 (Doc Ref: MC/190567/TA/05) the need for which arises due to the Development;
"Plan"	means the plan attached to this Undertaking at Appendix 1;
"Planning Permission"	means a planning permission to be granted pursuant the Application;
"Property"	means all that land (and where the context so requires any part or parts thereof) situate at The Symphony Group, Park Spring Road, Grimethorpe, Barnsley, S72 7EZ shown edged red on the Plan;
"Reptile Survey"	means a survey of the Land Trust Site to be undertaken by a suitably qualified ecologist to be carried out both in an appropriate survey period for such a survey and in advance of the payment of the Land Trusts Payment;
"Undertaking"	means this deed;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

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

2 INTERPRETATION

2.1 The headings in this Undertaking are for convenience only and shall not be taken into account in the construction and interpretation of this Undertaking.

2.2 References in the Undertaking to Clauses, Paragraphs and Schedules are (unless otherwise expressly provided) references to relevant Clauses, Paragraphs and Schedules contained in this Undertaking.

2.3 References in this Undertaking to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments, regulations and codes of practice made pursuant to it.

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

2.5 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 interchangeable in that manner.

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

2.7 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause, permit, procure or suffer the doing of that act or thing.

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

3 LEGAL BASIS

3.1 This Undertaking is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and section 2 of the Localism Act 2011 and all other enabling powers and enactments that are relevant.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Undertaking create planning obligations pursuant to Section 106 of the 1990 Act which bind the Property and are enforceable by the Council as a local planning authority against the Owner or its successors in title.

4 CONDITIONALITY

4.1 This Undertaking shall come into force on the date hereof but is conditional upon the grant of the Planning Permission and the Commencement of Development.

4.2 This Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure save for any modification pursuant to Section 73 or section 96A of the 1990 Act or expires prior to the Commencement of Development.

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

5 OWNER'S PLANNING OBLIGATIONS/UNDERTAKINGS

5.1 Subject to the terms of this Undertaking, the Owner covenants with and undertakes to the Council that:

5.1.1 Not to Commence Development until it has served on the Council notice clearly addressed and marked for the attention of the Council's S106 programme officer or such alternative officer as the Council may notify to the Owner in writing giving not less than 10 (ten) Working Days notice of the date planned for the Commencement of Development.

5.1.2 It will comply with its covenants and obligations referred to in Schedule 1.

6 MISCELLANEOUS

6.1 This Undertaking shall be registered as a local land charge by the Council.

6.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Undertaking such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent approval or expression of satisfaction shall be given on behalf of the Council by the Head of the Planning Development Management or other appropriate manager

or delegated officer within the Council and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

6.3 Insofar as any clause or clauses of this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.

6.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Undertaking after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to the parting with such interest.

6.5 Unless specifically stated otherwise nothing in this Undertaking shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.

6.6 Nothing contained or implied in this Undertaking shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, byelaws, statutory instruments, orders and regulations in exercise of their functions as a local authority.

6.7 In the event that the Planning Permission is the subject of one or more non-material amendment pursuant to Section 96A of the 1990 Act this Undertaking shall continue in full force in respect of the Planning Permission as so amended.

6.8 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and consent is granted in respect of the application (and the Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Undertaking shall be to the new consent granted pursuant to Section 73 of the 1990 Act and this Undertaking shall apply to and remain in full force in respect of that new consent without the need for a further deed to be entered into pursuant to Section 106 of the 1990 Act.

7 WAIVER

7.1 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

8 RESOLUTION OF DISPUTES

8.1 In the event of any dispute arising between the Owner and the Council then the Owner and the Council will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.

8.2 If the Owner and the Council are unable to resolve the dispute amicably pursuant to clause 8.1, one party may by serving notice on all the other parties ("**Notice**") refer the dispute to an Expert for determination.

8.3 The Notice must specify:

8.3.1 the nature, basis and brief description of the dispute;

8.3.2 the clause or paragraph of this Undertaking pursuant to which the dispute has arisen; and

8.3.3 the proposed Expert.

8.4 In the event that the Owner and the Council are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the Owner and the Council shall request that such nomination shall be made within 10 (ten) Working Days of the request, and any failure for such nomination to be made within 10 (ten) Working Days shall entitle either the Owner or the Council to withdraw from the process of appointing an Expert and to refer the dispute to the courts of England and Wales instead.

8.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Owner and the Council and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

8.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Owner and the Council within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

8.7 The Expert will be required to give notice to each of the Owner and the Council inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each the Owner and the Council an opportunity to make counter

submissions within a further 5 (five) Working Days in respect of any such submission and material.

9 INDEXATION

9.1 Any sum referred to in this Undertaking shall be increased by an amount equivalent to the increase in the Index from the date of this Undertaking until the date on which such sum is payable.

10 INTEREST

10.1 If any payment due under this Undertaking is paid late, Interest will be payable from the date payment is due to the date of payment.

11 VAT

11.1 All consideration given in accordance with the terms of this Undertaking shall (unless otherwise stated) be exclusive of any value added tax properly payable.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

12.1 No person who is not a party to this Undertaking (save for the avoidance of doubt the Council) may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 **PROVIDED THAT** this Clause shall not affect any right of action of any person to whom this Undertaking has been lawfully assigned or becomes vested in law.

13 OTHER CONSENTS

13.1 Nothing in this Undertaking prohibits or limits the rights of the Owner to use or repair, replace, maintain, or remove any part of the Property under the consents already in place and / or in accordance with and to the extent permitted by a certificate of lawful use, planning permission, or other statutory authority granted, made or which came into force before or after the date of this Undertaking.

14 GOVERNING LAW AND DISPUTES

14.1 This application and interpretation of this Undertaking shall in all respects be governed by English Law.

14.2 The English courts shall have exclusive jurisdiction to determine any dispute or difference arising in connection with this Undertaking save that any decision, judgement or award of such courts may be enforced in the courts of any jurisdiction.

SCHEDULE 1

(The Owner's Planning Obligations / Undertakings)

The Owner covenants with and undertakes to the Council as follows:

1 **Breeding Birds Habitat Contribution**

1.1 To pay to the Council the Breeding Birds Habitat Contribution prior to the Occupation of the Development and not to Occupy the Development until the Breeding Birds Habitat Contribution has been paid to the Council.

2 **Land Trust Payment**

2.1 To pay the Land Trust Payment to the Council prior to the Occupation of the Development and not to Occupy the Development until the Land Trust Payment has been paid to the Council.

3 Off-Site Highway Roundabout Works Contribution

3.1 To pay to the Council the Off-Site Highway Roundabout Works Contribution prior to the Occupation of the Development and not to Occupy the Development until the Off-Site Highway Roundabout Works Contribution has been paid to the Council.

4 Compensatory Financial Contribution

4.1 To pay to the Council the Compensatory Financial Contribution prior to the Occupation of the Development and not to Occupy the Development until the Compensatory Financial Contribution has been paid to the Council.

5. Reptile Survey

5.1 Prior to making the payment of the Land Trust Payment to the Land Trust the Owner will carry out or procure the carrying out of the Reptile Survey on the Land Trust Site and submit the findings of the survey to the Council and the Land Trust.

SCHEDULE 2

(Works / Matters to be undertaken by the Council)

1 Compensatory Financial Contribution

1.1 If applicable:

1.1.1 Compensatory Financial Contribution shall be Applied for any works or projects as shall be decided by the Council as representing the next most appropriate use of the funds to secure Biodiversity Net Gain within their administrative area.

1.1.2 Any sums which are not Applied to appropriate works or a relevant project (decided by the Council) within 10 (ten) years of payment shall be returned to the Owner (or the Owner's nominee).

2 Contributions

2.1 The Contributions shall be Applied towards the purposes as defined in this Undertaking and for no other purposes.

2.2 Any part or parts of the Contributions that have not been applied in accordance with paragraph 2.1 of this Schedule within 24 (twenty four) months of payment shall be returned to the Owner (or the Owner's nominee).

IN WITNESS whereof the Owner has executed this Undertaking as a Deed the day and year first before written

EXECUTED AS A DEED by)
PARK SPRINGS PROPERTIES LIMITED)
acting by a director) Director
in the presence of:-)

Witness's signature: _____

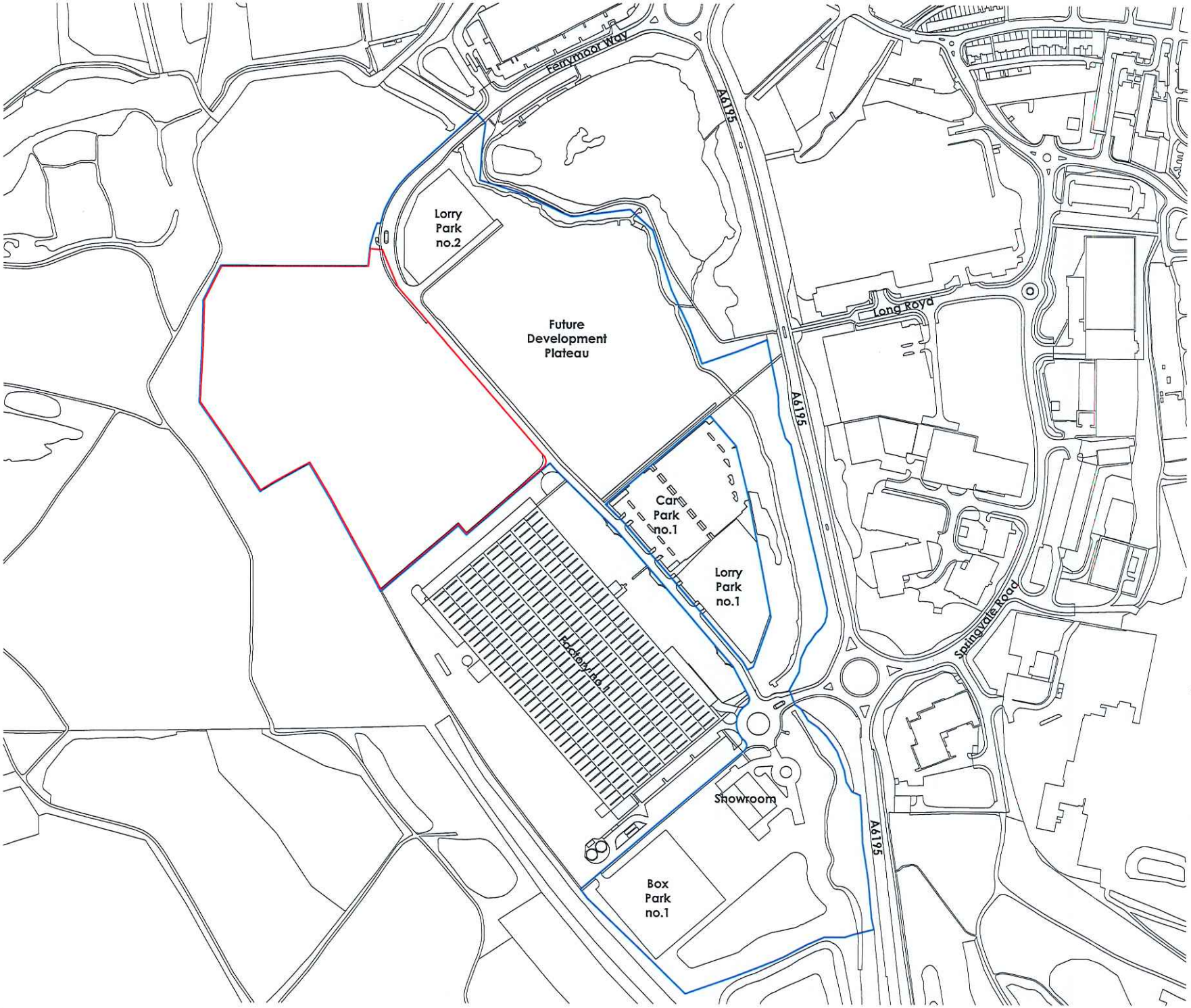
Name (print): _____

Occupation: P.A.

Address: Symphony Group Plc
Pentlow Estate
Park Spring Rd
Barnsley
S72 7EZ

Appendix 1

(Plan)



GENERAL NOTES

This drawing is to be read in conjunction with all related drawings.
Do not scale from this drawing.
All dimension must be checked and verified on site before commencing any work or producing shop drawings.
Any originator should be notified immediately of any discrepancy.
This drawing is copyright and remains the property of Garnett Fetherwood Architects Ltd.

NORTH

SCALE

0 25 50 75 100 125m 1:2500

Drawing Legend:

Site Boundary

Ownership Boundary

Client: The Symphony Group plc.	
Project No.: 1711	Project: Ashes Phase 3
Drawing Title: (00) EXISTING LAYOUTS Site Location Plan	Scale @ A2: 1 : 2500
	Date: 18.11.2019
	Drawn By: NB
	Checked By: NDB
Drawing Status: for Information	Drawing Number: (00) E01
	Revision: A

4a The Calls, Leeds, LS2 7EY
T: 0113 244 6555
www.garnettfetherwood.com

GNA GARNETT FETHERWOOD LTD

Appendix 2

(Document Titled "New Park Springs and Cudworth Common")

New Park Springs and Cudworth Common -

Proposed Habitat Improvements

Date: 3rd December 2020

Produced by: Ian Kendall, Estates Manager, The Land Trust

Purpose: To provide S106 habitat mitigation options for the loss of open bare ground on the adjacent Symphony development platform.

Summary: The Symphony Group have applied to Barnsley Council for planning approval for the erection of a new factory/warehouse with associated parking and circulation space (application no. 2020/1032). The development site is made up of extensive areas of short cropped grassland, bare ground and ephemeral pools and is of particular importance locally for breeding waders, including Lapwing, Redshank, Ringed Plover and Little Ringed Plover.

The Land Trust is a charity that is committed to the long term sustainable management of open space for community benefit and is the freehold owner of the adjacent Cudworth Common and New Park Springs. The sites combine to make up 122-hectare mixture of blocks of deciduous woodland plantation, open meadow and amenity grassland, crossed by a series of tracks and visitor's infrastructure such as way markers, benches, sculptures and interpretation panels. The sites are used by walkers to enjoy watching wildlife, dog walking and for health and wellbeing benefits. Both sites are managed on behalf of the Land Trust by our partners TCV. TCV's mission is to connect people and green spaces to deliver lasting outcomes for both.

The Land Trust has five core aims including the enhancement of the natural environment.

Opportunities exist on both Land Trust sites to mitigate for the loss of the habitats on the Symphony site and proposed projects are detailed below.

The Land Trusts' endowment model means that there would be core site funds available to manage the sites in perpetuity.

The accompanying partnership plan also highlights the long term aspirations for partnership working across the Cudworth and Edderthorpe sites.

Table of proposed works

Project no.	Description and rationale	Cost (E)
1	New Park Springs - Bare ground Bare and open ground is a key feature on restored pit tips in providing suitable habitat for ground nesting birds, in addition to increasing invertebrate diversity. New Park Springs was restored to a specification that brought about large areas of bare ground, with thin soils and has proved suitable for nesting Skylark, Meadow Pipit and Lapwing. Many of these areas are becoming more heavily vegetated as the site matures and so is becoming less favourable for breeding waders in particular. To ensure that there are sufficient areas of bare or very thinly vegetated ground retained, we propose to introduce cyclical scraping and harrowing. This will ensure we have sufficient areas of bare soil to attract breeding Lapwing as well as providing foraging areas for Skylarks and Meadow Pipits.	£3750
2	New Park Springs - Wet flushes Supplemental to areas of bare open ground, New Park Springs was remediated with small areas of bunded ditches to create wet flushes for breeding waders and to create more diversity on the pit tip. There are more opportunities on site to replicate this habitat and so increase the attractiveness to breeding waders. We propose to introduce bunds to existing ditches on site, in addition to improving the functionality of the bunds already in place. This will create seasonally inundated areas and so increase the foraging opportunities for breeding waders.	£750
3	Cudworth Common - Paddock fencing Cudworth Common is a mix of plantation woodland, interspersed with open areas of rough grassland. The areas of rough grassland were historically fenced to provide opportunities for grazing, but this also served the purpose of preventing disturbance to ground nesting birds. Historic issues with fly grazing saw the removal of areas of fencing to prevent illegal activity. An area of approx. 2.4ha of open grassland lies to the south-west of the Symphony site and 450m to the north-west of the RSPB's Edderthorpe Flash. We propose to re-fence this area of grassland with stock fencing to prevent disturbance to ground nesting birds, but also with a view to potentially introducing light grazing to create a sward appropriate to ground nesting birds	£8000

	such as Lapwing. The proximity of this area to Edderthorpe Flash would mean that breeding waders could potentially use the two sites as a larger ecological unit.	
4	Cudworth Common – Wet grassland targeted scrub removal In addition to the plantation woodland and open grassland on Cudworth Common there are areas of naturally regenerating scrub habitat, particularly in lower lying areas. Immediately north of the RSPB's Edderthorpe Flash there is an area of around 2.6ha of wet grassland with light scrub. Whilst scrub in itself is a valuable habitat it is felt that selective removal of scrub in this part of the site would open up the habitat to be more attractive to breeding waders, possibly including Redshank and Snipe. We propose to selectively remove scrub to open up the habitat. Cut scrub can be stacked and used on site to create an effective boundary from unauthorized activities including motorbike and quad access. This area would benefit from stock fencing (see below).	£3750
5	Cudworth Common – Scrub fencing RSPB's Edderthorpe Flash is grazed to prevent encroachment of scrub. In order to facilitate grazing on the above area, stock fencing would be required. We propose to remove the existing post and wire fencing and replace with stock fencing. This will also help prevent access from dogs.	£6240
6	Cudworth Common – Bare ground corridor Immediately south of the paddock proposed to be fenced (Project 3) there is an existing area of around 0.7ha of scattered scrub. Whilst scrub in itself is a valuable habitat, it is felt that in order to more cohesively link the paddock with the RSPB's Edderthorpe Flash all the scrub could be removed. Additionally this small area would benefit from re-profiling to better link the wet grassland adjacent to Edderthorpe Flash. The re-profiling would create an area of bare ground which would potentially be attractive to breeding Lapwing and possibly Little Ringed Plovers. We propose to remove all the scrub and use the cut material to help prevent unauthorized access and then to scrape and re-profile the area to create bare ground. Any soil/subsoil removed would be relocated on site to build up adjacent paths. This area would benefit from stock fencing (see below).	£9750
7	Cudworth Common – Bare ground corridor fencing To better link the paddock area (Project 3), wet grassland (Project 4) and the RSPB's Edderthorpe Flash, the newly created bare ground corridor would benefit from stock fencing to help prevent disturbance from dog walkers.	£3280