

Dated

18th February

2026

Broadland District Council

-and-

Norfolk Land Investments Limited

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land off Church Road, Postwick, Norfolk

nplaw
Public Sector Legal Expertise

WTE/42834869

- archaeological investigations
- ground surveys
- removal of contamination or other adverse ground conditions
- erection of temporary fences
- temporary display of site notices and/or advertisements

and 'Commence' and 'Commenced' will be construed accordingly

Index Linked

Index linked from the date of this deed until the date the payment is made ("the index period") such index linking being an increase or decrease in the amount of the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender Index to be published, another index notified to the Owner by the Nominated Officer)

Nominated Officer

The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Plan

The plan within the HMMP on page 2 and titled Figure 1

Site

The land known Land off Church Road, Postwick, Norfolk and registered at HM Land Registry under title number NK549335 shown edged red on the Plan

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act and, to the extent that it does not contain planning obligations, under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003, and any and all other enabling powers.
- 2.2. The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site and to the extent that any provision is not capable of being made pursuant to section 106 of the Act it is made pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003 and any and all other enabling powers.
- 2.3. Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4. A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.
- 2.5. Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6. References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7. Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that they adhere to all reasonable health and safety requirements.
- 2.8. This obligations within this Deed shall come into effect immediately on completion of this Deed

3. COVENANTS

- 3.1. The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 3.2. The Council covenant with the Owner to comply with its respective requirements contained in this Deed.

4. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 4.1. Nothing in this Deed binds the Owner to pay;
 - 4.1.1. any contribution before the date on which it is due under Schedule 1, or
 - 4.1.2. any contribution at all if the relevant due date is not reached, or
 - 4.1.3. any greater contribution than provided in Schedule 1 (subject to being Index Linked).
- 4.2. The Council is entitled to use all interest accrued on the contribution specified in Schedule 1 from the date of actual payment of the contribution until the date when the contribution is spent.
- 4.3. The contribution specified in Schedule 1 is to be Index Linked.
- 4.4. In the event of any delay in paying the contribution specified in Schedule 1 then from the due date of payment:
 - 4.4.1. the contribution is a debt due to the Council and are recoverable by action by the Council; and
 - 4.4.2. are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 4.5. All payments under this Deed are exclusive of value added tax (VAT) and any

VAT due must also be paid.

4.6. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return to the party who made that payment if that party:

4.6.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or

4.6.2. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or

4.6.3. enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them,

but shall continue to be held under the terms of this Deed.

5. OTHER PROVISIONS

5.1. No person will be liable for any breach of this Deed if they no longer have an interest in the Site (unless the breach occurred before he disposed of their interest).

5.2. The Owner confirms that they are the owner of the Site with full power to enter into this Deed and that there is no person or body (other than the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.

5.3. The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

5.3.1. any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Habitat

Creation Works of the Site.

- 5.4. On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 5.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.7. No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.
- 5.8. This Deed is registrable as a local land charge by the Council.
- 5.9. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 5.10. An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 5.11. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 5.12. Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

6. DISPUTES

- 6.1. If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.
- 6.2. The expert is to be replaced by a fresh appointee in the event that they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 6.3. The expert is to make their decision within 6 weeks of being appointed.
- 6.4. The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.
- 6.5. Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

7. NOTIFICATIONS

- 7.1. Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed or if a company to their registered office, unless written notification of another address has been received.
- 7.2. If the Owner disposes of their interest in all or part of the Site they will notify the Nominated Officer within 21 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

Owner Covenants

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

Allocation	Means attributing any BNG Capacity, whether in respect of Biodiversity Units or Biodiversity Gain Land, by the Owner towards a development's requirement to deliver biodiversity (and Allocate and Allocated and Allocations and Reallocation shall be construed accordingly)
Allocation Application	Means an application to Natural England to Allocate
Allocation Notice	Means the notice given by the Owner in accordance with paragraph 19.1 of Schedule 1
Allocation Fee	Means the fee of £300 Index Linked and to be paid by the Owner to the Council for the purpose of processing the Allocation Notice
Auditing Fee	Means the fee of £500 Index Linked and to be paid by the Owner to the Council for the purpose of auditing the Monitoring Report
Biodiversity Gain Site Register	Means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations
Biodiversity Metric	Means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain
Biodiversity Net Gain	Means an increase in Biodiversity Units resulting from implementing and carrying out the HMMP (as measured using the Biodiversity Metric) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the Act
Biodiversity Units	Means the units calculated in accordance with the Biodiversity Metric and generated by the completion of the Habitat Creation Works and thereafter the Habitat Enhancement on the Site
DEFRA	Means the Department for Environment, Food and Rural Affairs or any successor to its functions
Habitat Creation Works	Means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP)
Habitat Creation Notice	Means the notice to be issued by the Owner to the Council specifying the date the Habitat Creation Works were completed to the written satisfaction of the Council.

HMMP	Means the Habitat Management and Monitoring Plan agreed between the Owner and the Council and appended to this Deed at Appendix 1 or as subsequently amended by written agreement between the Owner and the Council, provided that no such amendment shall result in the reduction of Biodiversity Units.
Independent Ecologist	Means an independent and suitable person holding membership to the Chartered Institute of Ecology and Environmental Management and holding a minimum of 3 years relevant experience
Management Period	Means 30 years from the date of completion of the Habitat Creation Works specified in the Habitat Creation Notice or any longer period as may be agreed in writing between the Owner and the Council
Monitoring Report	Means a report to be prepared by an Independent Ecologist and submitted to the Council in accordance with the HMMP to include a checklist demonstrating that all management actions prescribed in the HMMP or otherwise required for the proper maintenance of the Site in accordance with the HMMP have been undertaken
Natural England	Means the public body known as Natural England or any successor body which acts as the body for responsibility for operating the public register for Biodiversity Net Gain
Registration Application	Means an application to Natural England to register the Site on the Biodiversity Gain Site Register
Remedial Works	Means any works which in the reasonable opinion of the Nominated Officer or the Independent Ecologist are required to conform with the HMMP

The Owner covenants with the Council so as to bind the Site and its successors in title as follows:

- 1.1 To make the Registration Application following completion of this Deed.
- 2.1 To Commence the Habitat Creation Works within 12 months of the date of this Deed.
- 3.1 To provide the Council with no later than 21 days' written notice of Commencement of the Habitat Creation Works.
- 4.1 To complete the Habitat Creation Works to the written satisfaction of the Council (acting reasonably) .
- 5.1 Following completion of the Habitat Creation Works to invite the Nominated Officer onto the Site to inspect the Habitat Creation Works

- 6.1 To submit the Habitat Creation Notice no later than 21 days following completion of the Habitat Creation Works to the reasonable written satisfaction of the Council.
- 7.1 To carry out any Remedial Works to the Site specified by the Nominated Officer or the Independent Ecologist and in such a timescale specified by the Nominated Officer.
- 8.1 To manage and maintain the Site in accordance with the HMMP for the duration of the Management Period.
- 9.1 To submit a Monitoring Report to the Council at intervals as set out and in accordance with Part 5 of the HMMP.
- 10.1 To pay the Auditing Fee within 30 days of each Monitoring Report being submitted to the Council.
- 11.1 If the Independent Ecologist identifies any Remedial Works in a Monitoring Report, or otherwise, that are required to be undertaken to comply with the HMMP, or if the Council 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.
- 12.1 Not to Allocate any Biodiversity Units until the Site is registered on the Biodiversity Gain Site Register and evidence of such registration has been submitted to the Council.
- 13.1 To submit any Allocation Application to the Council within 21 days of each allocation of Biodiversity Units.
- 14.1 Not to submit an Allocation Application whilst an application to amend the Biodiversity Gain Site Register in accordance with paragraph 17.1 of this Schedule.
- 15.1 Not to Allocate any Biodiversity Units more than once save where a Biodiversity Unit has been withdrawn or removed from the Biodiversity Gain Site Register and is available for Reallocation.
- 16.1 Not to Allocate any Biodiversity Units unless:
 - a. The Allocation is recorded on the Biodiversity Gain Site Register; and
 - b. There are sufficient Biodiversity Units remaining unallocated on the Biodiversity Gain Site Register to fulfill the Allocation Application in question.
- 17.1 To give the Council written notice within 21 days of any application to Natural England to amend, withdraw, or remove any of any Biodiversity

Net Gain from the Biodiversity Gain Site Register.

- 18.1 To notify the Council when:
- (a) The Biodiversity Units are first Allocated;
 - (b) The Biodiversity Units have been fully Allocated
- 19.1 To pay the Allocation Fee within 30 days of each Allocation Notice being submitted to the Council

SCHEDULE 2

Council Covenants

The Council covenants with the Owner as follows:

- 1.1 To use the Monitoring Fee for no other purpose than the purpose of monitoring implementation and ongoing compliance by the Owner of the HMMP.

SCHEDULE 3

Modification to the HMMP

The Owner and Council agree that:

- 1.1 At any time during the Management Period the Owner shall be entitled to submit a revised HMMP to the Council for its approval provided that the revised HMMP would generate at least the same number and type of Biodiversity Units as set out in Appendix 2 of this Deed.
- 2.1 On submission of a revised HMMP to the Council the Owner acknowledges that the Council may wish to levy a reasonable fee for reviewing the revised HMMP and that the Council shall not be obliged to review any revised HMMP until such a time as a reasonable fee (if any) has been agreed between the Parties and received by the Council.

APPENDIX 1

HMMP

Hopkins Ecology

Site: Land off Church Road, Postwick, Norfolk
Item: Habitat Management and Monitoring Plan
for Off-Site Biodiversity Net Gain Delivery
Client: Norfolk Land Investments

Author: Dr GW Hopkins FRES CEnv MCIEEM

Date: 06 July 2025

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1. INTRODUCTION

- 1.1 Hopkins Ecology Ltd was appointed by Norfolk Land Investments Ltd to provide the Biodiversity Net Gain (BNG) Habitat Management and Monitoring Plan (HMMP) for the off-Site biodiversity measures to be provided on the Land off Church Road, Postwick, Norfolk.
- 1.2 The land under consideration is an arable field to be used for the delivery of BNG credits for sale to the development market.
- 1.3 This HMMP has been prepared with reference to the HMMP tools¹, including the HMMP Template, Companion Document and Checklist. This is a bespoke rather than template document for reasons of brevity. The current author is suitably qualified by virtue of various qualifications and memberships².

SITE CONTEXT AND STATUS

- 1.4 The Site under consideration is located in the parish of Postwick, to the east of Norwich. It is currently an arable field ~4.4ha in area with a length of defunct hedgerow (125m). The BNG legislation³ requires habitats to be managed for at least 30 years.

¹ <https://publications.naturalengland.org.uk/publication/5813530037846016>

² A PhD in ecology professional members of the Royal Entomological Society (Fellow) and Charter Institute of Ecology and Environmental Management (full member) and chartered status (CEnv). He has more than 20 years of consultancy experience.

³ Environment Act (2023)

2. PROJECT BACKGROUND

PROJECT INFORMATION AND LEGAL AGREEMENT

2.1 Establishing this site for off-Site BNG off-setting is an exercise by Norfolk Land Investments Ltd, with the intention being that this creates credits to sell to the development market.

2.2 Norfolk Land Investments Ltd own the site.

BASELINE

2.3 The location of the Site is shown below in Figure 1 (and Figure 2-3) and comprises:

- 4.27ha of arable cropland, currently under wheat.
- 0.1125ha under the footprint of a hedgerow based on a length of 125m and assumed width of 5m.

Figure 1. Site location



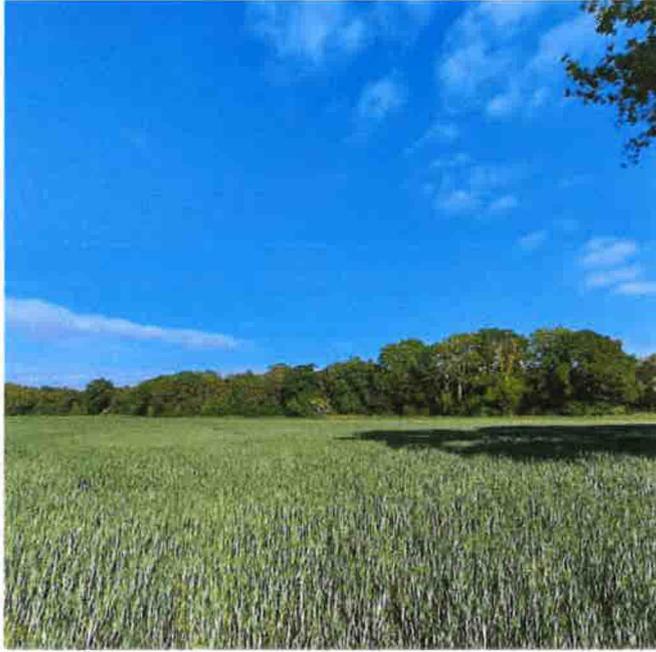


Figure 2. The Site looking east.



Figure 3. The hedgerow along the western boundary with the Site to the east (left).

SUMMARY OF HABITAT PROPOSAL AND PLANS

- 2.4 The Site is currently arable and a hedgerow (Figure 4) and the plan is to convert it to neutral grassland and a priority hedgerow (Figure 5). The hedgerow on the western boundary is currently species-poor with trees and in moderate condition, and the intention is to enhance this to 'spices-rich with trees' in good condition.

Figure 4. Baseline habitats.

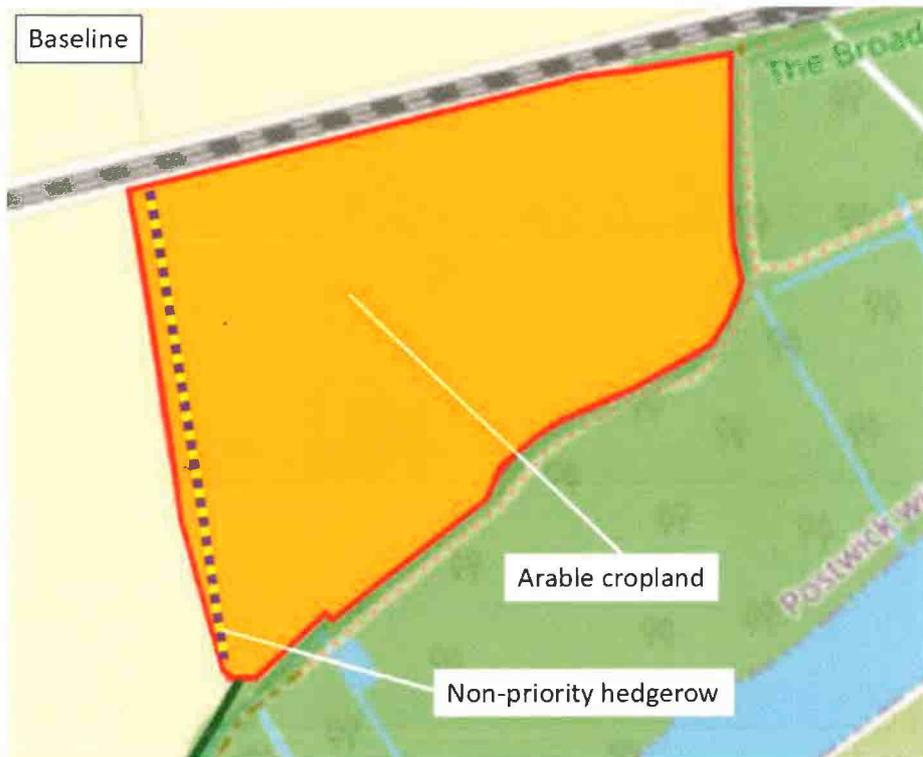


Figure 5. Habitat creation.



SITE CONTEXT

- 2.5 The Site comprises a tract of south-facing arable land on a gentle slope with the Norwich to Lowestoft and Great Yarmouth railway running alongside the north boundary. To the east is a block of woodland, to the west is arable cropland and to the south is a unmetalled track and beyond that wet woodland.
- 2.6 The location is within The Broads National Character area⁴, and the Site is 145-155m from the channel of the River Yare, separated by valley bottom wet woodland. This woodland lies within the Broads National Park (the boundary of which is along the south side of the track), but does not have statutory or non-statutory designation for nature conservation. The nearest designated non- statutory site is >300m to the east, and to the south of the River Yare (therefore ~160m from the Site) is the Yare Broads and Marshes Site of Special Scientific Interest (SSSI) which has Nature Directives designation as the Broads Special Area of Conservation (SAC) and Broadland Special Protection Area (SPA) and also designation as the Broadland Ramsar site.
- 2.7 The Site lies within a green infrastructure corridor at the Norfolk level⁵ and a B-line for pollinating insects⁶. The lower part of the Site, roughly 30m from the southern boundary has a fen peat soil and the remainder has a freely draining slightly acid loamy soils⁷.
- 2.8 In terms of other miscellaneous attributes:
- The local rainfall is 625-650mm a year⁸.
 - The lower part of the Site, roughly up to 10m from the southern boundary, is within flood zone 2⁹.
 - The Site lacks public access but a public footpath runs alongside the southern boundary.
 - It appears to be grade 3 agricultural land¹⁰.

PHASING STRATEGY LAND USE SUMMARY

- 2.9 It is proposed that the entire field will be converted to neutral grassland at the outset, with individual parcels allocated to development sites to comply with BNG legislation.

ROLES AND RESPONSIBILITIES

- 2.10 The responsibility or the delivery of BNG on the land, including establishment, on-going management and monitoring will be held by Norfolk Land Investments Ltd. They will employ

⁴ <https://nationalcharacterareas.co.uk/the-broads/>

⁵ Norfolk CC (2018) *Norfolk Green Infrastructure Mapping Project Report*. Available from: https://www.north-norfolk.gov.uk/media/5037/norfolk-green-infrastructure-mapping-project-july_18_v4.pdf

⁶ <https://www.buglife.org.uk/our-work/b-lines/>

⁷ <https://www.landis.org.uk/soilscapes/>

⁸ https://www.norwich.gov.uk/downloads/file/8569/norfolk_budget_calculator

⁹ <https://flood-map-for-planning.service.gov.uk/map?cz=630870.8,307982.7,17.831409>

¹⁰ <https://naturalengland-defra.opendata.arcgis.com/datasets/Defra::provisional-agricultural-land-classification-alc-england/explore?location=52.623415%2C1.411690%2C14.91>

contractors to establish the required vegetation types on the Site, to manage the vegetation, and to ensure monitoring.

LAND USE SUMMARY

2.11 As mentioned, the baseline areas are as follows:

- 4.38ha of arable cropland, currently under wheat.
- A hedgerow of 125m.

2.12 The scoring of attributes other than direct habitat characteristics are summarised in Table 1.

Table 1. The scoping for additional attributes.

Attribute	Habitat	Scoring category.
Baseline		
Strategic significance	Arable	Area / compensation not in local strategy/ no local strategy
	Hedgerow	Location ecologically desirable but not in local strategy
Spatial risk strategy	All habitats	Compensation inside LPA boundary or NCA of impact site
Created / enhanced		
Strategic significance	Neutral grassland	Location ecologically desirable but not in local strategy
	Hedgerow	Location ecologically desirable but not in local strategy
Spatial risk strategy	All habitats	Compensation inside LPA boundary or NCA of impact site

2.13 In terms of the baseline habitat and hedgerow units these are presented in Table 2 against a standardised area / length unit of 1ha / 100m and then for the Site as a whole.

Table 2. Summary of BNG units within the baseline.

Baseline			Created / enhanced habitat			
			Net change in units			
Habitat / condition	Baseline score per ha	Total on-Site	Habitat	Condition	Net change in units per ha / 100m	Net change in units total
Arable NA	2.0 per ha	8.76 habitat units	Created Neutral grassland: moderate condition	Moderate	+5.36 per ha	+23.49 habitat units
Native hedgerow with trees / poor Criterion failures: A1 (height), A2 (width), B1 (hedge base), B2 (continuity), C2 (nutrient rich)	0.44 hedgerow units per 100m	0.55 hedgerow units	Enhanced Hedgerow species-rich with trees	Good	+1.73 per 100m	+1.61 hedgerow units

Baseline			Created / enhanced habitat			
			Net change in units			
Habitat / condition	Baseline score per ha	Total on-Site	Habitat	Condition	Net change in units per ha / 100m	Net change in units total
vegetation), E1, (tree classes)						

ALLOCATING UNITS

Grassland

2.14 The on-Site habitat will not be created in phases, a rather it will be created as one block of grassland and then parcels allocated to specific projects as required:

- Allocated land would be treated as 'habitat created in advance'; see column 12 within the BNG metric. Future scoring of the land for off-setting would be adjusted by the metric to allow for this creation in advance, with an increased score for such land created in advance.
- Land would be allocated for off-setting as strips (parcels) across the width of the field, allocated from north to south as appropriate.
- In terms of area requirements for off-setting, 1ha of the Site equates to a BNG gain of +5.36 per ha. For illustration, on average the field is roughly 260m in width, therefore 1ha of the field is an east-west strip of the field by a north-south width of 38m (this width is hereafter referred to as 'height'). A strip of the width of the field by a 'height' of 38m delivers +5.36 habitat units, then, for example, the delivery of 1 habitat unit requires a strip of 7.1m 'height'.

2.15 As an example, if a scheme requires off-setting of 1.5 habitat units, and assuming no creation in advance, then the calculation for land area requirement is = 7.1 x habitat units required = 7.1 units per metre 'height' of the field x 1.5 habitat units required = 10.63 m height of the field is required. This is an indicative value, with the field not being perfectly rectangular and therefore individual calculations will be required for each project to define parcel dimensions.

SITE BASELINE AND ENVIRONMENTAL CHECKLIST

2.16 The contents of the current HMMP are cross referenced to the standard checklist below (Table 3).

Table 3. Standard checklist for HMMP.

Baseline and Environmental Information	Prompts for when these may be relevant.	Check box if included	Document Reference or Reason if not included
Statutory / Non-statutory Designated Sites	Will your proposals lead to direct or indirect effects on designated sites?	<input checked="" type="checkbox"/>	
Protected and Notable Species	Does the presence or proximity of specific species on or near your site present any	<input checked="" type="checkbox"/>	

Baseline and Environmental Information	Prompts for when these may be relevant.	Check box if included	Document Reference or Reason if not included
	constraints or opportunities to project design or management?		
Invasive Non-Native Species (INNS)	Are any INNS present onsite that could affect the proposals?	x	
Biological Records Plan - Sites and Species	Does the presence of designated sites or specific species on or near the site present any constraints or opportunities to proposals?	<input checked="" type="checkbox"/>	
Baseline Habitats Survey	Is this current and important HMMP information located in a separate document? If so, provide details on where it is located.	<input checked="" type="checkbox"/>	
Public Access	Has public access, or proposals to allow public access, influenced your management prescriptions? If so, how?	<input checked="" type="checkbox"/>	
Climate	Are local climate conditions and, or, climate change likely to impact the target habitat retention, creation or enhancement?	<input checked="" type="checkbox"/>	
Geology and Topography	Any geological or topographical constraints or opportunities?	<input checked="" type="checkbox"/>	
Agricultural Land Status	Does the site support any land favourable for agricultural management? Could this affect the proposals?	<input checked="" type="checkbox"/>	
Soils and Substrates	Do soils and substrates present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Contaminated Land	If there is any contaminated land, will this present any constraints?	<input type="checkbox"/>	NA. This is has been arable since the 1940s.
Hydrology and Drainage	Will the site hydrology present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Flood Risk Zones	Is the site within a flood risk zone? Will that present any site management risks?	<input checked="" type="checkbox"/>	
Landscape Character and Designations	Does the landscape character of the site present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Historic Land Use	Does the historic land use present any constraints or opportunities?	<input checked="" type="checkbox"/>	
Historic Environment and Earth Heritage	Are there any historic environment designations? What are the implications for your plan?	<input checked="" type="checkbox"/>	
Other – please specify	Any other details - for example underground services or overhead powerlines, which may impact habitat management.	<input type="checkbox"/>	None relevant

Hedgerow

- 2.17 Hedgerow planting will be undertaken at the outset, with lengths allocated as required to individual protects on moving from north to south.

3. GRASSLAND: PLANNED MANAGEMENT ACTIVITIES

MANAGEMENT PLAN AIMS AND OBJECTIVES

- 3.1 The aim is to create a block of neutral grassland in moderate condition within the five-year target period as defined by the BNG metric, and for this to be managed for at least 30 years from the date of the final allocated project.

DESIGN PRINCIPLES INFORMED BY BASELINE INFORMATION

- 3.2 The Site is currently arable, bounded by woodland on two sides (albeit one separated by at rack), a hedgerow to the west and a railway to the north. Following an extended period of arable cropping the soil is characterised as being fertile with a likely high level of nitrogen and phosphorous. Most is free-draining but the southernmost strip is a fen peat.
- 3.3 In terms of the options for habitat creation and in the context of the expected off-setting requirements, it is intended the field will be allocated to neutral grassland, unless individual projects require other habitats to meet trading rules¹¹.

HABITAT RETENTION PROTECTION MEASURES MAP

- 3.4 The only habitat feature to be protected is the existing hedgerow, and the existing verge will be retained with grassland management via mowing to extent to within no more than 2m of the hedgerow or greater if it is shaded and a woodland ground flora develops beneath the hedgerow canopy.

DESIGN PRINCIPLES

- 3.5 The main considerations with respect to the design are listed below (Table 4). The target condition is moderate, which is considered more realistic than good (Table 5).

Table 4. Constraints and opportunities.

Attribute	Target habitat	Condition	Constraints
Constraints	Neutral grassland	Moderate	The soil nutrient levels may encourage excessive rank growth of tall ruderals initially and rank grasses over time The seedbank is likely to be species-poor and in low abundance.
Opportunities			The south-facing aspect is conducive to the development of open rather than rank grassland. The gradient of soil wetness will ensure an integral gradient of conditions.

Table 5. Condition criteria.

Criterion	Definition	Targeted
1	There are 6-8 vascular plant species per m ² present, including at least 2 forbs. Note - this criterion is essential for achieving Moderate or Good condition. Where the vascular plant species present are characteristic of medium, high or very high distinctiveness grassland, or there are 9 or more of these characteristic species per m ² , please review the full UKHab description to assess whether the grassland should be classified as a higher distinctiveness grassland. Where a grassland is classed as medium, high or very high distinctiveness, please use the relevant condition sheet.	Yes

¹¹ In which case this HMMP will be amended.

Criterion	Definition	Targeted
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 vertebrates and invertebrates to live and breed.	No
3	Any scrub present accounts for less than 20% of the total grassland area. (Some scattered scrub such as bramble may be present). Note - patches of scrub with continuous (more than 90%) cover should be classified as the relevant scrub habitat type.	Yes
4	Physical damage is evident in less than 5% of total grassland area Examples of physical damage include excessive poaching, damage from machinery use or storage, erosion caused by high levels of access, or any other damaging management activities.	Yes
5	Cover of bare ground between 1% and 10%, including localised areas (for example, a concentration of rabbit warrens.)	Yes

CREATION AND MANAGEMENT: PRESCRIPTIONS

3.6 A commercial seed mixture of Emorsgate EM1 Basic General Purpose Meadow Mixture or similar will be used to create the neutral grassland. It is unlikely that a suitable seed bank is present.

3.7 The actions for creation are:

- Post cropping the ground will be surface cultivated to produce a medium tilth seed-bed.
- The sowing rate will be at the recommended rate of 40kg per ha (with 172kg required).
- The seed will be sown in autumn or spring, using a seed drill, seed fiddle, or broadcast by hand. The seed will be firmed by rolling.
- Any flush of annual weeds arising from the soil seed bank will be retained until at least mid to late summer, and then only cut to 20cm if necessary to avoid the spread of weed seeds to neighbouring properties.

3.8 The timetable for management will then be:

- Year 0, late-summer / autumn cut with the removal of arisings.
- Year 1+, annual late-summer / autumn cut with the removal of arisings.

HABITAT CREATION, ENHANCEMENT AND MANAGEMENT – RISK REGISTER AND REMEDIAL MEASURES

3.9 The criteria are summarised below (Table 6) with a list of likely remedial actions. In practice the risk are associated with an overly rank grass sward derived from a fertile soils. With the prescription ebbing to ensure the removal of arising and with additional cuttings to increase the rate of nutrient removal with arisings

Table 6. Actions if criteria failed.

Criterion	Summary	If no, actions to be implemented
1	Richness too low	Great frequency of cutting from late-summer to late-winter to remove a greater amount of nutrients and reduce grass growth. Ensure arisings are removed effectively.
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)	Effective arising removal is more likely to achieve this, but with mowing this is a criterion than may be failed irrespective of additional actions.

Criterion	Summary	If no, actions to be implemented
3	Scrub <20% of the total grassland area.	If scrub develops then greater frequency of cutting will be required.
4	Physical damage is evident in less than 5% of total grassland area	Identify sources of damage and modify the action. This may be measures such as avoiding cutting if the soil is soft following rain.
5	Cover of bare ground between 1% and 10%, including localised areas	Determination of reasons for bare ground falling outside the bounds. Effective removal of arisings is likely be a key part of remediation.

4. HEDGEROW: PLANNED MANAGEMENT ACTIVITIES

MANAGEMENT PLAN AIMS AND OBJECTIVES

- 4.1 The aim is to infill and enhance the existing hedgerow line to increase its value from native hedgerow with trees: poor condition to species-rich native hedgerow with trees: moderate condition as defined by the BNG metric. It will be managed in this condition for at least 30 years.

DESIGN PRINCIPLES INFORMED BY BASELINE INFORMATION

- 4.2 The hedgerow has extensive gaps and these will be infilled with new planting. The intention is for the hedgerow to develop as a tall, dense belt of woody vegetation with management as required to maintain the structure.

HABITAT RETENTION PROTECTION MEASURES MAP

- 4.3 The current hedgerow and woody vegetation will be retained.

DESIGN PRINCIPLES

- 4.4 The main considerations with respect to the design are listed below (Table 7). The target condition is moderate, which is considered more realistic than good (Table 8).

Table 7. Constraints and opportunities.

Attribute	Target habitat	Condition	Constraints
Constraints	Species-rich hedgerow with trees	Good	Failure to establish new planting.
Opportunities			Location has existing mature hedgerow standards and the intention is to mainly infill with shrubs. 10 specimens of oak intended to become hedgerow standards will be identified.

Table 8. Criteria to be targeted.

Attributes and functional groupings		Criteria	Baseline	Future
Core groups - applicable to all hedgerow types				
A1.	Height	>1.5 m average along length	Fail	Pass
A2.	Width	>1.5 m average along length	Fail	Pass
B1.	Gap - hedge base	Gap between ground and base of canopy <0.5 m for >90% of length	Fail	Pass
B2.	Gap - hedge canopy continuity	Gaps make up <10% of total length; and No canopy gaps >5 m	Fail	Pass
C1.	Undisturbed ground and perennial vegetation	>1 m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: · Measured from outer edge of hedgerow; and · Is present on one side of the hedgerow (at least).	Pass	Pass
C2.	Nutrient-enriched perennial vegetation	Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	Fail	Pass
D1.	Invasive and neophyte species	>90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on	Pass	Pass

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

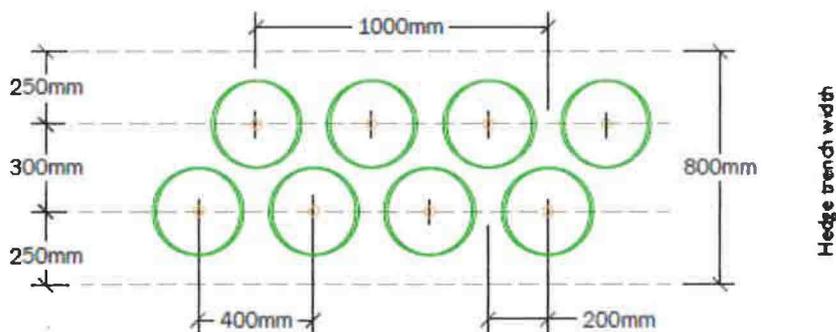
CREATION AND MANAGEMENT: PRESCRIPTIONS

4.5 Hedgerow enhancement will follow standard planting practice with a palette following Norfolk CC (undated¹²) of 70% hawthorn with up to 5% each of at least five of the following (according to the availability of plants): holly, field maple, hazel, alder buckthorn, crab apple, aspen dogwood.

4.6 The planting will follow standard guidance¹³:

- Staggered double row planting with 40cm between plants and 30cm between rows (Figure 2).

Figure 2. Planting arrangement for hedgerow enhancement.



- Plants will be:
 - 2-year-old transplants
 - at least 450 millimetres (mm) to 600mm high

¹² NCC (undated). *Planting Hedges in Norfolk – Maintaining Regional Character*. Norfolk County Council, Norwich.

¹³ <https://www.gov.uk/countryside-stewardship-grants/hedgerow-gapping-up-bn7>

- kept clear of weeds until they are established
- Planting will be between 1 November and 31 March, but not during frosty weather.
- The infill will be between existing shrubs, rather than a continuous line of new planting.

MANAGEMENT

4.7 The on-going management will be as follows

- In years 0-5:
 - Replace all failures in the following planting season.
 - Trim the newly planted hedge in at least the first 2 years to encourage bushy growth, allowing the hedge to become taller and wider at each cut.
- In year 5 the spiral guards will be removed.
- Years 5+:
 - The hedgerow will be managed with cutting as required and appropriate to maintain a dense belt of shrubby vegetation. The intention is for a large hedgerow structure therefore cutting is expected on a long cycle of 3+ years.
 - 10 oaks to be allowed to grow to standards will be identified and left uncut.

HABITAT CREATION, ENHANCEMENT AND MANAGEMENT – RISK REGISTER AND REMEDIAL MEASURES

4.8 The condition criteria are summarised below (Table 9) with a list of likely remedial actions.

Table 9. Actions if criteria failed.

Attributes and functional groupings		Criteria	If no, actions to be implemented
Core groups - applicable to all hedgerow types			
A1.	Height	>1.5 m average along length	New infill shrub planting.
A2.	Width	>1.5 m average along length	Management to increase density, e.g. layering.
B1.	Gap - hedge base	Gap between ground and base of canopy <0.5 m for >90% of length	Management to increase density, e.g. layering.
B2.	Gap - hedge canopy continuity	Gaps make up <10% of total length; and No canopy gaps >5 m	Additional shrub planting
C1.	Undisturbed ground and perennial vegetation	>1 m width of undisturbed ground with perennial herbaceous vegetation for >90% of length: · Measured from outer edge of hedgerow; and · Is present on one side of the hedgerow (at least).	Identify sources of disturbance and resolve.
C2.	Nutrient-enriched perennial vegetation	Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground.	Identify any sources of nutrients.
D1.	Invasive and neophyte species	>90% of the hedgerow and undisturbed ground is free of invasive non-native plant species (including those listed on Schedule	Eradicate or manage as appropriate.

		9 of WCA) and recently introduced species.	
D2.	Current damage	>90% of the hedgerow or undisturbed ground is free of damage caused by human activities.	Identify sources of disturbance and resolve.
Additional group - applicable to hedgerows with trees only			
E1.	Tree class	There is more than one age-class (or morphology) of tree present (for example: young, mature, veteran and or ancient), and there is on average at least one mature, ancient or veteran tree present per 20 - 50m of hedgerow.	Ensure young planting allowed to grow to include standards.,
E2.	Tree health	At least 95% of hedgerow trees are in a healthy condition (excluding veteran features valuable for wildlife). There is little or no evidence of an adverse impact on tree health by damage from livestock or wild animals, pests or diseases, or human activity.	Identify any causes of disease and undertake additional planting or remedial measures as identified.

5. MONITORING

MONITORING STRATEGY

- 5.1 Monitoring will be undertaken annually until all of the land has been allocated to projects, and subsequent monitoring will be at five year intervals. The likely timeframe before all parcels to be allocated is anticipated to be 3-5 years.

MONITORING METHODS

Grassland

- 5.2 Monitoring will be undertaken in each allocated parcel as follows:

- Monitoring will use quadrats of 1m².
- Each quadrat will be score for the percentage cover of each species present, in addition to bare earth cover. Estimates will be made of the area <7cm and >7cm in height.
- Monitoring will be in the period mid-May to late-June.
- Monitoring will be a suitable experienced and competent ecologist able to identify the plants likely to be present and with general familiarity with quadrat surveys.
- Within each parcel at least 5 quadrats will be used, with additional quadrats to ensure that the coverage is at least 5 quadrats per 0.1ha. Quadrats will be placed randomly along a zig-zag walk across the allocated parcel.

Hedgerow

- 5.3 Hedgerow monitoring will assess individual off-setting lengths against the standard BGN criteria.

REPORTING

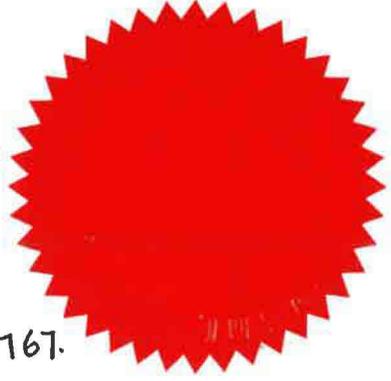
- 5.4 the monitoring report will summaries the field data in a non-technical format and include the raw data. An assessment of each allocated parcel will be made according to its BNG condition score against the criteria listed above.
- 5.5 Where a allocated parcel fails to reach the required condition than remedial action will be identified.
- 5.6 The monitoring report will be prepared by a recognised ecologist appointed by Norfolk Land Investments Ltd and the report submitted to the LPA not later than 3 months after the undertaking of the monitoring.

6. CONCLUSIONS

- 6.1 This HMMP presents the proposal for creating an area for the off-Site delivery of BNG credits.
- 6.2 The entire field will be converted to neutral grassland and parcels within this allocated to individual projects, with land allocated after the establishment of the grassland treated as 'habitat created in advance'
- 6.3 The hedgerow will be enhanced in advance via new infill planting. This will be undertaken in advance and lengths assigned to projects as required.
- 6.4 The BNG will be delivered via the conversion of arable to neutral grassland in moderate condition, and the hedgerow to species-rich type in good condition.
- 6.5 This HMMP present the required ecological information for the purpose of registering the land as BNG site and to deliver the estimated gain. The information provided covers the required topics of project background, planned management activities and the monitoring scheme.

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

THE COMMON SEAL OF)
Broadland District Council)
was affixed hereto in the presence of:)



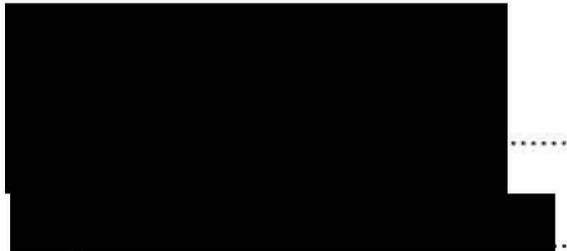
8767.

Authorised Signatory:



and this deed has been duly and properly executed in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by
NORFOLK LAND INVESTMENTS LIMITED
acting by a Director in the presence of:



Witness name (in BLOCK CAPITALS)



Address



Occupation