

FREETHS

- (1) **FAR**
- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL**
- (3) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**
- (4) **LEICESTERSHIRE COUNTY COUNCIL**
- (5) **ALDI STORES LIMITED**

Second Deed of Variation and Undertaking
pursuant to section 106A of the Town and
Country Planning Act 1990

Relating to land at the former Nailstone Colliery

Ref: 1526/PVW/2005896/19024
Direct Tel: +44 (0)845 050 3682
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Draft No: ENGROSSMENT

THIS SECOND DEED OF VARIATION AND UNDERTAKING is made this 31st day of July 2020

BETWEEN

- | | |
|----------------------------|---|
| (1) "the Owner" | FAR (incorporated in the Cayman Islands) care of
Maples Corporate Services Limited of PO Box 309,
Ugland House, Grand Cayman, KY1 1104 Cayman
Islands |
| (2) "the Borough Council" | HINCKLEY AND BOSWORTH BOROUGH
COUNCIL of Hinckley Hub, Rugby Road, Hinckley,
Leicestershire, LE10 0FR |
| (3) "the District Council" | NORTH WEST LEICESTERSHIRE DISTRICT
COUNCIL of Council Offices, Coalville, Leicester,
LE67 3FJ |
| (4) "the County Council" | LEICESTERSHIRE COUNTY COUNCIL of County
Hall, Leicester Road, Glenfield, Leicestershire, LE3
8RA |
| (5) "Aldi" | ALDI STORES LIMITED (company registration
number 02321869) whose registered office is
situated at Holly Lane, Atherstone, CV9 2SQ |

DEFINITIONS

The meanings ascribed to expressions in the Unilateral Undertakings as varied by the First Deed of Variation are (except as provided below) to be applicable to those expressions where used in this Second Deed of Variation and Undertaking.

- | | |
|----------------------------------|---|
| Aldi Planning Application | the planning application submitted by Aldi to the
Borough Council for the Aldi Development on the
Aldi Site validated on 2 March 2020 and carrying
reference number 20/00224/FUL |
| Aldi Development | the construction of a distribution centre (Use Class |

B8) with ancillary office accommodation (Use Class B1(a)), gatehouse and access arrangements, car parking (including access tower and bridge link), HGV bays, vehicle maintenance unit, refuse and recycling area, sprinkler tanks, landscaping and other associated works on the Aldi Site

Aldi Planning Permission	the planning permission to be granted pursuant to the Aldi Planning Application
Aldi Site	the land shown edged red on Plan 1
2017 S106 Agreement	the agreement dated 25 July 2017 and entered in to pursuant to section 106 of the Act by the Owner and the Borough Council
Councils	the Borough Council, the District Council and the County Council
First Deed of Variation	the deed of variation dated 1 March 2019 submitted pursuant to Section 106A of the Act
First Unilateral Undertaking	the unilateral undertaking dated 7 December 2007 submitted pursuant to Section 106 of the Act
Plan 1	the plan attached to this Second Deed of Variation and Undertaking at Schedule 1 with reference G19A42-01-P003
Second Unilateral Undertaking	the unilateral undertaking dated 14 February 2011 submitted pursuant to Section 106 of the Act
Third Unilateral Undertaking	the unilateral undertaking dated 31 December 2014 submitted pursuant to Section 106 of the Act
Unilateral Undertakings	the First Unilateral Undertaking, the Second

Unilateral Undertaking and the Third Unilateral Undertaking

BACKGROUND

- (A) For the purposes of the Act the Borough Council and the District Council are the respective local planning authorities for the area within which the Application Site (as defined in the First Unilateral Undertaking) is located and are the local authorities for the purposes of the Local Government Act 1972.
- (B) The County Council is the local highway authority and is a local planning authority for the area in which the Application Site is situated.
- (C) The Owner is the freehold owner of the Application Site and the Aldi Site free from any encumbrances which would prevent the Owner entering in to this Second Deed of Variation and Undertaking.
- (D) Aldi has an interest in the Aldi Site pursuant to a contract for sale dated 21 February 2020 made between the Owner and Aldi.
- (E) On 7 December 2007 Viridor Waste Exeter Limited ("Viridor") the then owner of the Application Site entered in to the First Unilateral Undertaking.
- (F) On 14 February 2011 Viridor entered in to the Second Unilateral Undertaking.
- (G) On 31 December 2014 the Owner (being the successor in title to Viridor) entered in to the Third Unilateral Undertaking.
- (H) On 1 March 2019 the Owner and the Councils entered in to the First Deed of Variation in order to vary the Unilateral Undertakings in the manner as set out in the First Deed of Variation in connection with the grant of the 2017 Planning Permission (as defined in the First Deed of Variation).
- (I) Aldi has submitted the Aldi Planning Application to the Borough Council and the Borough Council has resolved to grant the Aldi Planning Permission subject to the Owner giving the undertakings set out in clause 6 of this Second Deed of Variation and Undertaking.
- (J) In connection with the Aldi Planning Application the Owner and the Councils have also agreed to enter in to this Second Deed of Variation and Undertaking to vary the First Unilateral Undertaking and the 2017 S106 Agreement in the manner as set out in this Second Deed of Variation and Undertaking.

1. INTERPRETATION

- 1.1 Where appropriate the singular includes the plural and vice versa and words importing one gender include all other genders

- 1.2 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Second Deed of Variation and Undertaking;
- 1.3 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.

2. STATUTORY PROVISIONS

2.1 This Second Deed of Variation and Undertaking:-

2.1.1 is made pursuant to the provisions of Section 106 and 106A of the Act and Section 111 of the Local Government Act 1972;

2.1.2 is a planning obligation for the purposes of Section 106 of the Act;

2.1.3 is made with the intent to bind the Owner's freehold interest in the Application Site and the Aldi Site;

2.1.4 is enforceable by the Councils as local planning authorities;

2.1.5 is executed as a deed; and

2.1.6 is a local land charge and shall be registered as such by the Borough Council or the District Council

3. COMMENCEMENT

The provisions of this Second Deed of Variation and Undertaking shall take effect upon its completion.

4. VARIATION OF THE FIRST UNILATERAL UNDERTAKING

4.1 From the date of the grant of the Aldi Planning Permission the parties agree that the First Unilateral Undertaking (as varied) shall be further varied as follows:

4.1.1 The definition of "the Country Park Land" at clause 1.1.10 of the First Unilateral Undertaking (as varied) shall be deleted and replaced with the following:

"the Country Park Land" means all that land forming part of the Application Site to be laid out as the Country Park as the same is shown edged green on plan reference 1336-13-55-B attached to this deed".

4.1.2 Plan reference 1336-13-55-B attached to this Second Deed of Variation and Undertaking at Annex 1 shall be inserted into the First Unilateral

Undertaking and shall be deemed to define "the Country Park Land" for the purposes of the First Unilateral Undertaking (as varied)

4.1.3 Paragraph 3.1 of Schedule 2 to the First Unilateral Undertaking (as varied) shall be deleted in its entirety and replaced with the following:

"3.1 Prior to the Occupation of the Development the Owner shall either:

3.1.1 transfer the ownership of the Country Park Land free of any financial encumbrances to the Country Park Management Company ("the Transfer") in consideration of the Country Park Management Company assuming responsibility for the obligations contained in this deed insofar as they relate to the management and maintenance of the Country Park; or

3.1.2 transfer the ownership of the part of the Country Park Land

3.1.2.1 shown shaded blue on plan reference G19A42-BP116 free of any financial encumbrances to the Country Park Management Company ("the Transfer") in consideration of the Country Park Management Company assuming responsibility for the obligations contained in this deed insofar as they relate to the management and maintenance of the Country Park; and

3.1.2.2 shown shaded pink on plan reference G19A42-BP116 to Aldi Stores Limited on the basis that following the completion of the Country Park by the Owner in accordance with the Country Park Management Plan Aldi Stores Limited as the owner of that part of the Country Park Land shaded pink on plan reference G19A42-BP116 shall thereafter be responsible for the ongoing management and maintenance of this part of the Country Park in accordance with the Country Park Management Plan"

4.1.4 Paragraph 5.1 of Schedule 2 to the First Unilateral Undertaking (as varied) shall be deleted in its entirety and replaced with the following:

"5.1 The Owner shall not Transfer the whole of the Country Park pursuant to paragraph 3.1.1 or that part of the Country Park Land shown shaded blue on plan reference G19A42-BP116 pursuant to paragraph 3.1.2.1 to the Country Park Management Company unless that company has been formed with the express and sole purpose as confirmed by its Memorandum and Articles of Association of diligently managing and maintaining the Country Park in accordance with the Country Park Management Plan"

4.1.5 Plan reference G19A42-BP116 attached to this Second Deed of Variation and Undertaking at Annex 2 shall be inserted in to the First Unilateral Undertaking (as varied).

4.1.6 Paragraph 7.2 of Schedule 2 to the First Unilateral Undertaking (as varied) shall be deleted in its entirety and replaced with the following:

"7.2 The Owner shall complete the Country Park in accordance with the Country Park Management Plan prior to the Occupation of the Development."

4.1.7 The following definitions shall be deleted in their entirety from clause 1 of the First Unilateral Undertaking (as varied):

"Bus Service"

"Bus Service Contribution"

"Bus Service Payment"

And the following definitions shall be inserted into clause 1 of the First Unilateral Undertaking (as varied):

"Initial Review Period" means the period of 5 years from the date of first Occupation

"Shuttle Bus Service" means a bespoke staff shuttle bus service to be provided by the Owner for a minimum period of 5 years to connect the Aldi Development to settlements where there is a cluster of staff who will use the shuttle bus service the operation of which shall be limited to periods which coincide with the working start and

finish times of on-site employees, and the shuttle bus service will be operated to provide a service which is tailored to its users and to be provided in accordance with the Approved Shuttle Bus Service Scheme

“Shuttle Bus Service Scheme” means a scheme detailing how the Shuttle Bus Service will operate including details of:

- the settlements to be served by the Shuttle Bus Service Scheme which may include Coalville, Ibstock, Battram Village, Ellistown and/or any other settlement(s) within 7km of the Aldi Development as broadly shown within the area shown by a broken blue line on plan reference 20003-003 or as otherwise agreed with the County Council;
- the number of shuttle buses to be provided which will depend on demand both in terms of the number of users and the locations to be served;
- the times and frequency of trips to be offered by the Shuttle Bus Service;
- the proposed locations of all drop off and pick up points;

and the operation of the service will be operated to provide a service which is tailored to its users and shall be limited to periods which coincide with the working start and finish times of on-site employees

“Approved Shuttle Bus Service Scheme” means the Shuttle Bus Service Scheme to be approved pursuant to clause 6.1 of Schedule 3 or any variation thereto that may be agreed in writing with the County Council pursuant to paragraph 6.4 below

- 4.1.8 Plan reference 20003-003 attached to this Second Deed of Variation and Undertaking at Annex 4 shall be inserted in to the First Unilateral Undertaking (as varied)
- 4.1.9 Paragraph 6 of Schedule 3 shall be deleted in its entirety and a new paragraph 6 shall be inserted as follows:

"6. Provision of new Shuttle Bus Service

6.1 that the Owner shall submit the Shuttle Bus Service Scheme to the County Council for approval in writing prior to the Occupation of the Development and that the Development shall not be Occupied until the Shuttle Bus Service has been approved in writing by the County Council (such approval not to be unreasonably withheld or delayed);

6.2 that unless otherwise agreed in writing with the County Council from the date of first Occupation the Owner shall provide the Shuttle Bus Service in accordance with the Approved Shuttle Bus Service Scheme;

6.3 to undertake a review of the Shuttle Bus Service and its performance and the demand for the Shuttle Bus Service every 12 months during the Initial Review Period with the first review taking place 12 months after the date of first Occupation and to supply to the County Council all such data as it may reasonably require in order to assess the performance of and demand for the Shuttle Bus Service and to cooperate with the County Council in the verification of such data;

6.4 that in the event that the Owner proposes to make any changes to the Approved Shuttle Bus Service Scheme either as a result of any reviews undertaken pursuant to paragraph 6.3 above or as a result of any reviews that are undertaken by the Owner after the Initial Review Period has expired then any proposed changes to the Approved Shuttle Bus Service Scheme shall be submitted to the County Council for approval in writing (such approval not to be unreasonably withheld or delayed) prior to the Owner implementing the proposed variations to the Approved Shuttle Bus Service Scheme."

4.1.9 Paragraph 7.1, 7.2 and 7.3 of Schedule 3 shall be deleted and replaced with the following:

"7.1 that the Owner shall prior to Occupation of the Development provide a bus stop within the Application Site in the location as shown on drawing G19A42-01-P001B Site Plan unless otherwise agreed in writing with the County Council

7.2 that the bus stop to be provided in accordance with paragraph 7.1 above shall incorporate shelters with timetables cases seating raised and lowered kerbs lay-bys and such ancillary footways as the County Council might reasonably require"

4.1.10 The following definitions shall be inserted into clause 1 of the First Unilateral Undertaking (as varied):

"Travel Pack" means a pack to be provided to new employees giving details of timetables, transport services, cycle and walking routes within the locality of the Application Site

"Travel Plan" means the travel plan to be approved in respect of the Aldi Development

"Travel Plan Monitoring Fee" means the sum of £11,337.50 (eleven thousand three hundred and thirty seven pounds and fifty pence) towards the County Councils costs in monitoring compliance with the Travel Plan

4.1.11 A new paragraph 10 shall be inserted in to Schedule 3 of the First Unilateral Undertaking (as varied) as follows;

"10. Travel Packs

10.1 Prior to Occupation of the Development the Owner shall provide the County Council with a sample Travel Pack for written approval;

10.2 the Owner shall provide at their own cost an approved Travel Pack to all new employees (up to 932 employees) which shall include details of what sustainable travel choices are in the surrounding area;

10.3 the Owner shall supply the County Council at 3 monthly intervals from first Occupation details of the Travel Packs supplied to all employees within the preceding 3 month period until all Travel Packs have been supplied;

10.4 prior to Occupation the Owner shall pay to the County Council the Travel Plan Monitoring Fee"

4.1.12 Paragraph 8.1 of Schedule 3 of the First Unilateral Undertaking (as varied) shall be deleted in its entirety.

4.2 This Second Deed of Variation and Undertaking shall be read in conjunction with the Unilateral Undertakings as varied by the First Deed of Variation.

4.3 The parties agree that the approved Country Park Management Plan for the purposes of the First Unilateral undertaking (as varied) is the plan prepared by Lockhart Garratt under reference 14-0975/3779/DO1V5 a copy of which is attached to this Second Deed of Variation and Undertaking at Annex 5 subject to any amendments thereto which maybe agreed in writing between the Owner and the Councils from time to time.

5. VARIATION OF THE 2017 S106 AGREEMENT

From the date of Commencement of the Aldi Development pursuant to the Aldi Planning Permission:

5.1 the parties agree that clause 4.3 of the 2017 S106 Agreement shall be deleted in its entirety and replaced with the following:

"4.3 To implement in full the planting and landscaping requirements pursuant to the Planning Permission to the reasonable satisfaction of the Council by no later than the first planting season following the Commencement Date PROVIDED THAT this obligation does not require planting and landscaping works to be undertaken pursuant to the Planning Permission on that part of the Site shown cross hatched blue on plan reference 1336-13-52 Rev B";

- 5.2 the plan reference 1336-13-52 Rev B attached to this Second Deed of Variation and Undertaking at Annex 3 shall be inserted in to the First Unilateral Undertaking (as varied).

6. OWNER'S COVENANTS

- 6.1 The Owner undertakes that:

(i) save as may be varied by the terms of the First Deed of Variation and this Second Deed of Variation and Undertaking the terms and obligations set out in the Unilateral Undertakings shall continue in full force and effect and shall be deemed by virtue of this Second Deed of Variation and Undertaking to apply to the Aldi Development, and in particular and in addition;

(ii) that it shall not Occupy or permit the Occupation of the Aldi Development unless and until the Country Park has been laid out in accordance with the provisions of the Country Park Management Plan; and

(iii) that it will inform the Councils in writing within 14 days of the completion of the laying out of the Country Park in accordance with the Country Park Management Plan that the Country Park has been so laid out

- 6.2 The undertaking given in clause 6.1 above is conditional upon:

- (i) the grant of the Aldi Planning Permission; and
- (ii) the Commencement of Development pursuant to the Aldi Permission.

- 6.3 The undertaking given by the Owner is a planning obligation for the purposes of section 106 of the Act and is enforceable by the Councils as appropriate.

7. ALDI'S CONSENT

Aldi consents to its interest in the Aldi Site being bound hereby and covenants with the Councils that upon acquiring a freehold or leasehold interest in the Aldi Site it will be subject to the obligations in the Unilateral Undertakings (as varied by the First Deed of Variation and this Second Deed of Variation and Undertaking) as a person deriving title thereto PROVIDED THAT it shall have no liability unless and until it acquires the freehold or a leasehold interest in the Aldi Site.

8. REGISTRATION OF THIS DEED

This Second Deed of Variation shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Borough Council and the District Council.

9. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The provision of the Contracts Rights of Third Parties Act 1999 shall not apply to this Deed

11. COSTS

11.1 Aldi will pay on completion of this Deed the District Council's reasonable legal costs and disbursements in connection with its preparation in the sum of £400 (four hundred pounds)

11.2 Aldi will pay on completion of this Deed the County Council's reasonable legal costs and disbursements in connection with its preparation in the sum of £345 (three hundred and forty five pounds)

11.3 Aldi will pay on completion of this Deed the Borough Council's reasonable legal costs and disbursements in connection with its preparation in the sum of £750 (seven hundred and fifty pounds)

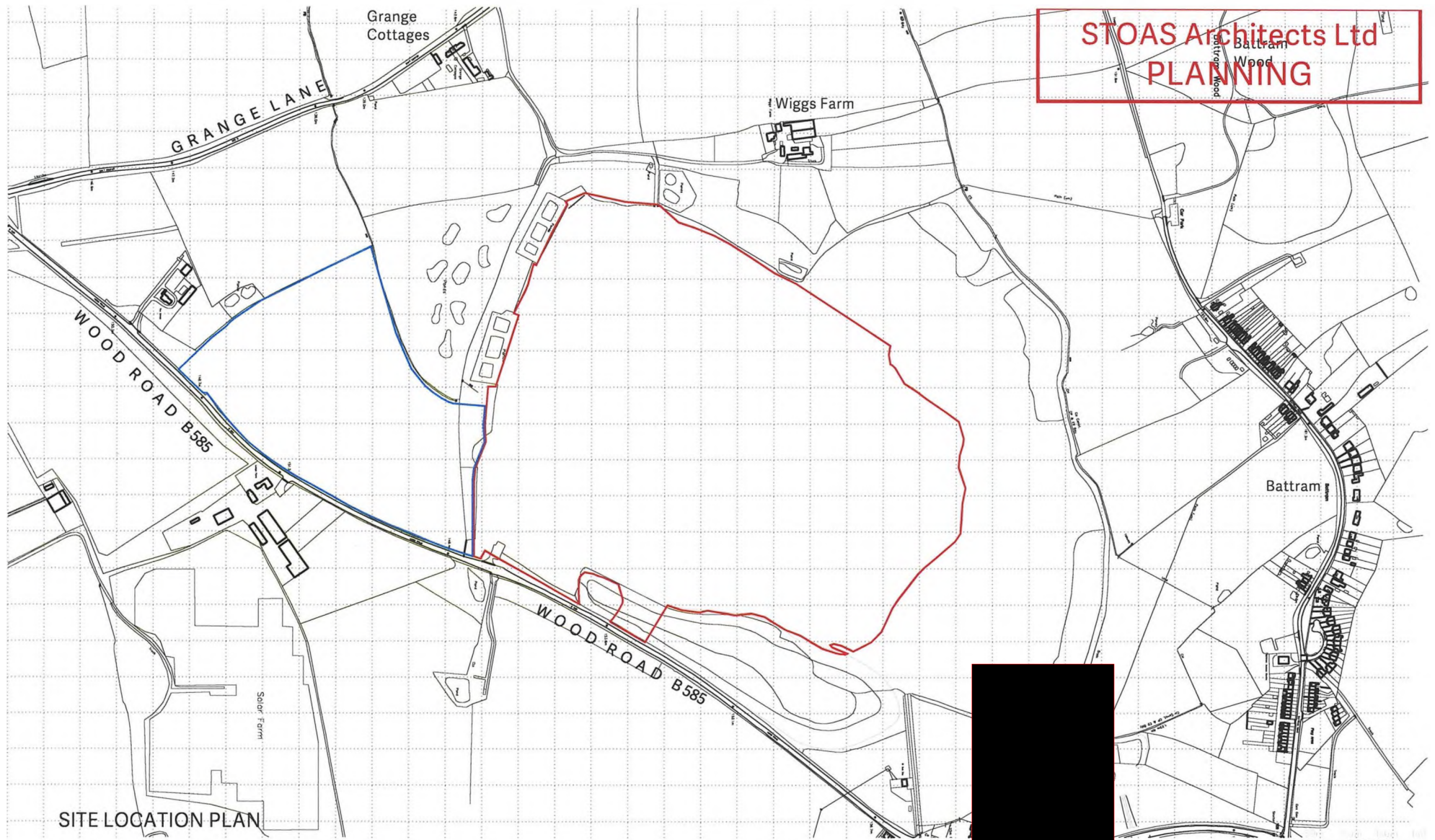
12. EXECUTION

This Deed may be executed in separate counterparts and such counterparts when executed and delivered shall be an original

EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

SCHEDULE 1
PLAN 1 – G19A42-01-P003



STOAS Architects Ltd
PLANNING

SITE LOCATION PLAN

STOAS
ARCHITECTS



THE LODGE - COLESHILL MANOR - BIRMINGHAM - B46 1DL - TEL 0121 747 1943

CLIENT ALDI STORES LTD.
PROJECT INTERLINK SOUTH, BARDON, LEICESTERSHIRE, LE67 7GL
TITLE SITE LOCATION PLAN

SCALE 1:5000@ A3
DATE 16.01.20
DRAWN DJN
CHECKED
DWG No. G19A42-01-P003
REV



EXECUTED as a DEED by **FAR**

In the presence of:

Witness

Witness Name:

Address:

Occupation:

EXECUTED as a DEED by affixing
THE COMMON SEAL of
**HINCKLEY & BOSWORTH BOROUGH
COUNCIL**

In the presence of:

Authorised signatory:

EXECUTED as a DEED by affixing
THE COMMON SEAL of
LEICESTERSHIRE COUNTY COUNCIL

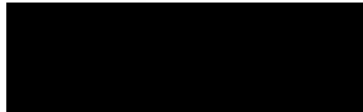
In the presence of:

Authorised signatory:

EXECUTED as a DEED by affixing
THE COMMON SEAL of
**NORTH WEST LEICESTERSHIRE
DISTRICT COUNCIL**



In the presence of:



Authorised signatory:

SIGNED as a DEED by

.....

as attorney for

ALDI STORES LIMITED

under a power of attorney dated 20 July 2009

in the presence of:

.....

Attorney

Witness' signature:

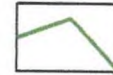
Name (in block capitals):

Address:

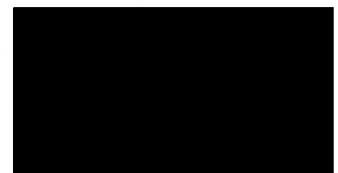
ANNEX 1
PLAN REFERENCE 1336-13-55-B

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NOTES



COUNTRY PARK
BOUNDARY



B - Minor revisions to northern boundary
A - Boundary line shown in red

REV NOTE

DR 04-02-20
DR 28-01-20
DATE ALTY

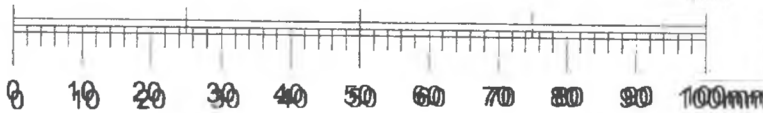


CLIENT CURTIS HALL LTD			
PROJECT NAILSTONE COLLIERY			
DRAWING COUNTRY PARK BOUNDARY PLAN			
CONTRACT 1338/13	J-AC NO 55		
DATE 17-12-19	DRAWN DR		
ISSUE COMMENT	CHECKED DR		
SCALE 1:10,000	DRG SHEET A4	REV	B
CAD FILE DR Location plan.dwg			

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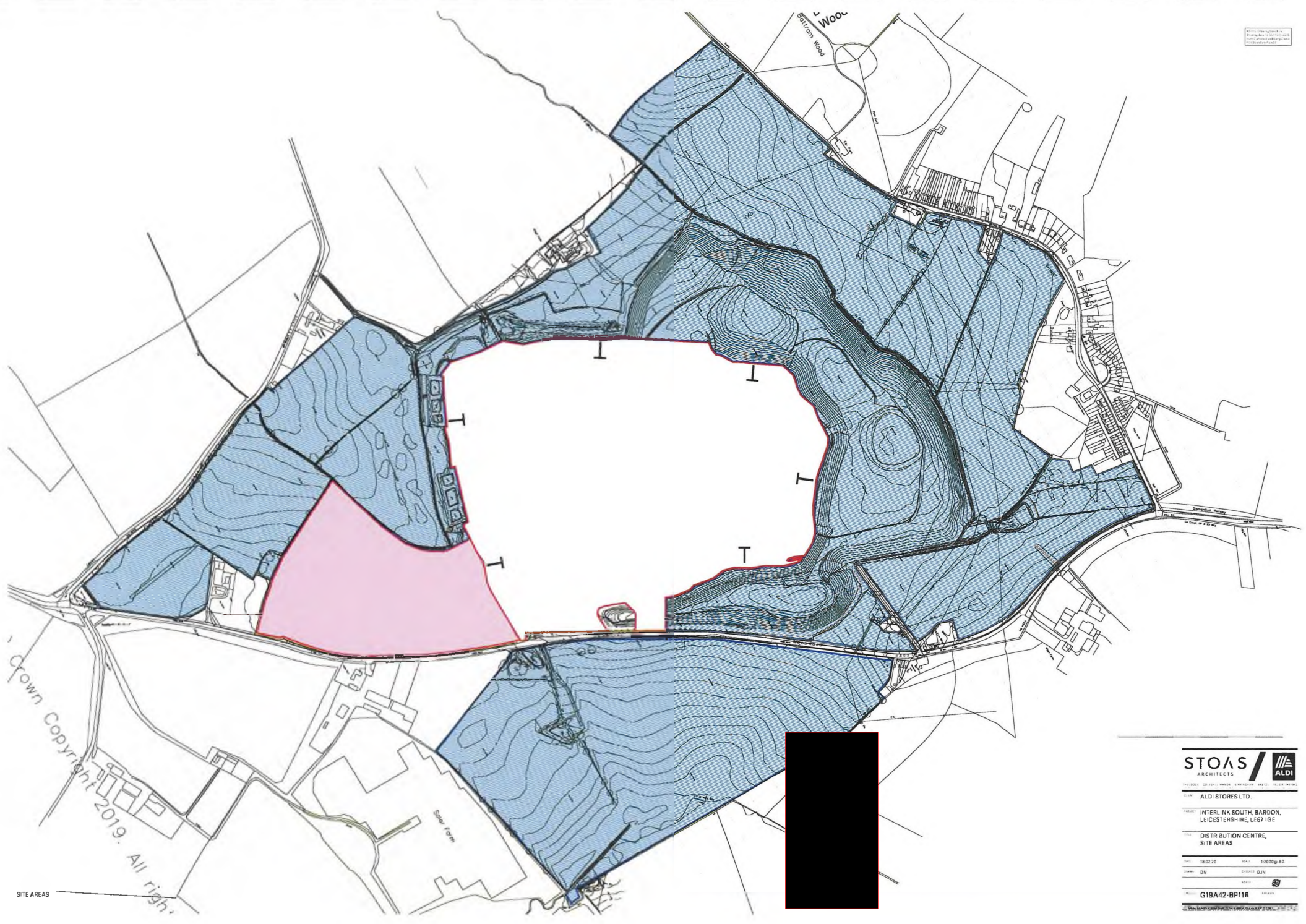
SCALE 1:10,000 0 250 500 750 1km

SCALE 1:1



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ANNEX 2
PLAN REFERENCE G19A42-BP116



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STOAS
ARCHITECTS

ALDI STORES LTD.
INTERLINK SOUTH, BARON, LEICESTERSHIRE, LE67 1GE
DISTRIBUTION CENTRE, SITE AREAS

18.02.20 1:5000g AD
DN 0.0000 0.0000
G19A42-BP116

ANNEX 3
PLAN REFERENCE 1336-13-52 Rev B

DEVELOPMENT APPROVED
UNDER APPLICATION NUMBERS:
NWL 14/00961/REMM and
H&B 14/00951/RMM

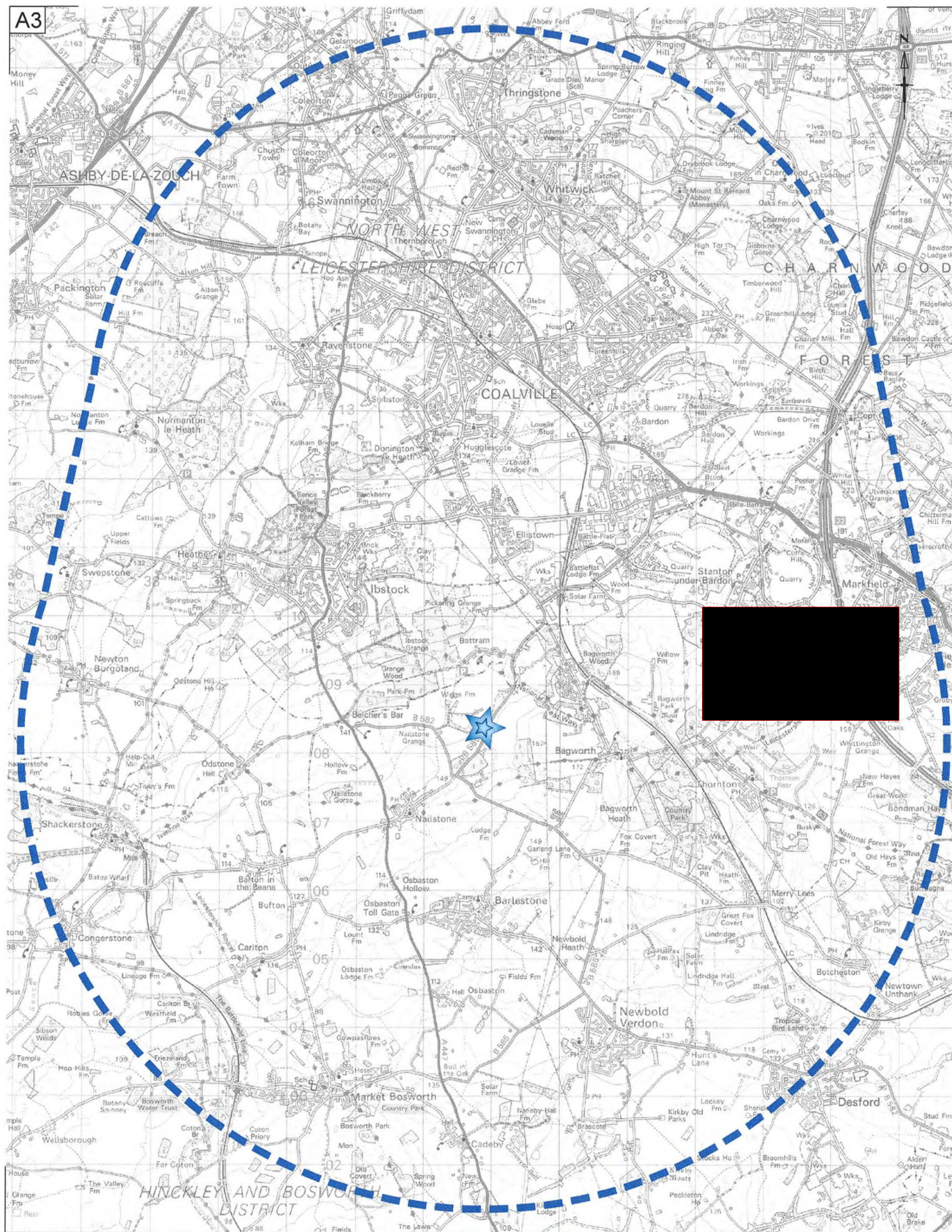
— REFER TO CAPITA DRAWING
018750-CA-0-G00-DR-SE-1000-P03,
1003-P01, 1004-P01, 1005-P00
FOR WORKS TO HIGHWAY

Blue Hatching represents areas of Landscaping NOT required as part of S106 amendment works.

CLIENT			
CURTIS HALL LTD			
PROJECT			
NAILSTONE COLLIERY			
DRAWING			
ALTERNATIVE ACCESS ROAD LANDSCAPE LAYOUT			
EXTENT/NO. 138973		DPS NO.	
DATE 11-03-16		52	
SITE PLANNING		CHECKED BY	
SCALE 1:500		DPS INSET A6	
CADD FILE		REV B	
© 1997-2016 Landings-Landscape Architecture			

ANNEX 4
PLAN REFERENCE 20003-003

A3



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CONSULTANTS

CONNECT CONSULTANTS LTD, 78 BROAD STREET,
CHIPPING SODBURY, BRISTOL, BS37 6AG
Tel: 01454 320 220 Web: www.connect-consultants.com
Fax: 01454 320 099 Email: bristol@connect-consultants.com



client
ALDI STORES LTD
project
**PROPOSED RDC DEVELOPMENT
BARDON HILL**

title
**CATCHMENT AREA TO BE SERVED
BY SHUTTLE BUS**

scale
1:50,000
date
JULY 2020

drawn by
T.A.S
checked by
N.P.B

drawing number
20003 - 003

status
PLANNING

ANNEX 5
COUNTRY PARK MANAGEMENT PLAN

COUNTRY PARK MANAGEMENT PLAN

Nailstone Colliery Country Park

REF: 14-0975/3779/D01 V5

DATE: 22nd September 2014

Prepared For

Curtis Hall Ltd

Landymoors Farm
Welford Road
Spratton
Northamptonshire
NN6 8LR

Prepared By

Lockhart Garratt Ltd

7-8 Melbourne House
Corbygate Business Park
Weldon, Corby
Northamptonshire
NN17 5JG

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1. BACKGROUND AND INTRODUCTION

1.1 Terms of Reference

1.1.1 *States the terms of reference for this management plan, e.g.*

1.1.2 The terms of reference of this management plan are as follows:

- To set out a strategic management framework for all of the ecological, recreational, and productive open space within the Nailstone Colliery Country Park;
- To ensure that the open space areas are maintained to a high standard to meet their intended green infrastructure objectives, with a particular focus on the ecological benefits that they have to offer;
- To provide a deliverable management framework to ensure the sustainability of the Country Park in terms of its effectiveness to support the current and future ecological resources;
- To outline a deliverable management framework which ensures the sustainability of the Country Park in terms of its effectiveness to provide a wildlife and recreational resource for future generations;
- To define a set of measurable objectives and operational prescriptions to guide the ongoing management and maintenance; and
- To provide a robust monitoring framework that assesses the success of the objectives and prescriptions and informs future reviews of this plan.

1.2 Section 106 Agreement

1.2.1 Clause 1.1.11 and Section 6 of Schedule 2 of the Section 106 Agreement dated 10th February 2011 in relation to planning application ref. 10/00851/EXT and 10/01022/EXT requires the submission and approval of the Country Park Management Plan. This plan is intended to meet this objective.

1.2.2 This Country Park Management Plan (CPMP) will meet the objectives defined in paragraph 9.6 of Schedule 2 of the Section 106 agreement. These objectives are defined as follows:

- To ensure the defined scope, objectives, and the guaranteed implementation of the Country Park Management Plan;
- To define the components and feature assemblage which makes up the Country Park (and that these are shown on the masterplan);
- To ensure the satisfactory creation of the Country Park, and that appropriate consultation and final approval is sought from the Borough and District Councils;
- To protect the Country Park through the implementation and governance of the Country Park Management Company;
- To ensure the future ownership transferral is carried out in such a way as to protect the management of the Park from financial restrictions; and
- To ensure that periodic reports may be requested by and submitted to the Borough and / or District Councils (including notification that the Country Park creation has been completed).

1.2.3 This plan seeks to ensure that the objectives of Schedule 2 of the Section 106 agreement will be fully met through its delivery and implementation. It outlines how this will be delivered and where appropriate it indicates that some details will need to be finalised following the initial stages of the

Parks establishment and implementation. This detail will be developed through full consultation and with the agreement of the Local Planning Authorities.

1.2.4 The sections below define how the delivery of the objectives stated in Schedule 2 of the Section 106 agreement will be guaranteed:

- Section 2 states the 50 year vision, and describes how the Park will have developed over this period;
- Section 3 states the governing principles of Nailstone Country Park, which form the overarching backbone for the management plan, and provide a reference against which all management decisions are measured;
- Section 4 states the different types of open space, including their function and (where known) the species composition, and the appropriate areas or lengths;
- Section 5 presents a set of objectives for the Country Park;
- Section 6 presents the management prescriptions for each open space type (referencing back to the objectives);
- Section 7 presents the monitoring protocols which will trigger the prescriptions (where relevant);
- Section 8 provides a summary of the delivery of this management plan; and
- Section 9 presents the options for the Country Park Management Company Structure.

1.2.5 These sections have been designed to ensure that the objectives of Schedule 2 of the Section 106 agreement are met, by cross-referencing the management objectives, prescriptions, and monitoring schedules.

1.2.6 This management plan should be read in conjunction with the Indicative Masterplan for the Country Park, which is attached at **Appendix 1**.

1.3 Phasing and Timing

1.3.1 The proposed preliminary phasing strategy for the development and the Country Park has been developed to satisfy two principle requirements:

- The need to complete ecology enabling works and earthworks before the commencement of plot development; and
- To ensure that the Country Park is delivered in a phased and meaningful manner in tandem with the construction of the development.

1.3.2 The phasing strategy is presented on plan 1336/13-10F rev D attached as **Appendix 2**.

Preliminary ecological enabling works (to be completed prior to the commencement of phase 2)

1.3.3 This body of ecological mitigation works will involve:

- Erection of temporary newt fencing, and trapping and translocation of amphibians;
- Felling of trees and removal or netting of other vegetation (prior to bird nesting season) to facilitate the development; and
- Construction of an artificial badger sett in the south of the site (phase 1 area) and closure of existing sett.

Phase 1 - works to the Southern Area of the Country Park

- 1.3.4 These are to be carried out early in the project programme as part of the preliminary site infrastructure and ecology mitigation strategy.

Phase 1A - start on site - to be carried out before completion of ecology enabling works:

- Preliminary works to creation of Country Park in southern corner of site including footpath/bridleway construction and blocks of forestry planting;

Phase 1B – Creation of Great Crested Newt mitigation area

- Excavation of ponds, constructing hibernacula, protective fencing, planting and seeding;

Phase 1C – Site Drainage Infrastructure

- Excavation of attenuation ponds, earth mounding, reed bed and drainage ditch construction to engineer's details;

Phase 1D – Completion of Southern Country Park.

- Construction of footpaths, fencing, furniture, planting and seeding to remaining areas of Southern Country Park;

Phase 2 - Site Infrastructure and plateau formation

- To be commenced after completion of newt clearance;
- Plateau formation and site earthworks including cut and fill, capping and slope stabilisation works.

Phase 3 – Construction of first building on site

- Construction of Unit 1 building and associated car parking, service areas and on plot landscape works;
- Woodland planting, car park and footpath construction and associated works to northern area of Country Park. To be developed with management board and local community to identify priorities in terms of delivering the overall proposals;
- Completion of site access, highway works and other conditions requiring satisfying prior to occupation of first unit.

Phase 4 – Construction of second building on site

- Construction of Unit 2 building and associated car parking, service areas and on plot landscape works;
- Continue planting and development of footpath network and access in northern and southern areas of the Country Park;
- Development of Country Park car park and visitor centre in conjunction with Country Park management board.

1.3.5 **Phase 5 – Construction of third building on site**

- Construction of Unit 3 building and associated car parking, service areas and on plot landscape works;
- Completion of development landscape works and site infrastructure to link into surrounding Country Park;
- Continued planting and footpath works in Country Park;

Phase 6 – Completion of Country Park

- Establishment and development of eastern conservation area of country park;

Phasing will be subject to review at all stages of the development and may be influenced by market requirements and stakeholder consultations. The future development of the Country Park will also be linked to the setting up of the Country Park management committee.

General

- 1.3.6 Any adjustments to the above phasing will be discussed and agreed with the Local Planning Authorities in conjunction with other elements of the development. In any event the aim will be to ensure that the Country Park is developed in a meaningful and practical way that reflects the construction phases of the development in conjunction with meeting the critical protected species licensing requirements.

1.4 Limitations

- 1.4.1 This management plan is based on the Environmental Mitigation Strategy (ref. RT-MME-114069-01, prepared by Middlemarch Environmental Ltd, October 2013) and the Habitat Management Plan (ref. RT-MME-114069-02, prepared by Middlemarch Environmental Ltd, October 2013); both of these reports were submitted and approved in relation to condition 10 of the outline planning permission ref. 10/00851/EXT (Hinckley and Bosworth) and ref. 10/01022/EXT (NW Leicestershire).
- 1.4.2 The details herein relate directly to the habitats as presented on the Country Park Indicative Landscape Masterplan at **Appendix 1** (ref. 1336-13-13B, prepared by Barry Chinn Associates, March 2014). Habitat areas and lengths for new implementation have been taken from the Habitat Management Plan referred to in 1.4.1 above. Areas and lengths for existing woodland and hedgerows have been measured from detailed OS data and geo-referenced aerial photos. It should be noted, however, that these are indicative measurements for the purposes of demonstration and should not be assumed definitive. Exact areas of individual habitat types will be defined as each of the project phases come forward.
- 1.4.3 Similarly, where the definitive detail is not yet understood, it will be finalised and communicated pre-commencement of the relevant development phase. This detail will form a briefing note which will be distributed for comment prior to works commencing in each phase.

2. 50 YEAR VISION

- 2.1.1 The establishment and management of Nailstone Country Park will be governed, assessed, and maintained through this document, at a sufficiently high standard so as to ensure the longevity of this ecological, educational, and recreational resource.
- 2.1.2 A structured, complete, and economically sustainable Management Company will ensure the delivery of all of the objectives, in keeping with the National Forest aims and initiatives. This self-sufficient management Company, funded through corporate sponsorship, sales of the on-site resources, Government Grants (as applicable) and other potential sources will allow the development and upkeep of the Park, and will ensure that it remains a well-kept, well-managed, and highly regarded natural resource to benefit local ecology and the community well into the future.
- 2.1.3 In 50 years the Country Park will be fully established, with open areas of species rich grassland and well-managed high canopy woodland with a structured and diverse understorey. There will be well-maintained public access paths and spaces for informal recreation and play, whilst at the same time giving space for nature to develop, with special regard to the myriad of creatures protected by UK and international law.
- 2.1.4 The diversity of the habitats within the Park will be extensive, especially those listed in the UK Biodiversity Action Plan and those that offer refuge for protected species.
- 2.1.5 The Park will provide opportunities for educational community projects, making a positive difference to local people, focusing particularly on younger generations and people with learning difficulties. Local clubs and societies will be able to feel the health and wellbeing benefits of outdoor pursuits. This will be of particular benefit to the older generation living in the local community.
- 2.1.6 The Park will be exemplar of how good management can allow recreation and ecologically-rich land can co-exist, and how commercial construction projects can unlock such schemes that would not otherwise happen.
- 2.1.7 The aims and objectives of this management plan is to ensure all of the above is delivered, in line with section 9.6 of Schedule 2 of the Section 106 as described in Section 1.2.

3. PRINCIPLES

3.1 Introduction

- 3.1.1 From the outset and throughout the master-planning stage ecology has been a key consideration in the design of the Country Park. The many habitats will be managed for their benefit to wildlife, and will ensure the sustained and prolonged survival of local species populations.
- 3.1.2 The Country Park will be a community facility; it will provide space for informal recreational activities such as walking, cycling, nature watching, adventure play, and horse-riding; and educational facilities including an education centre and visitor information signage.
- 3.1.3 One of the key aims of the Country Park Management Plan is to ensure the longevity of the Park as a resource to deliver the Principles defined above. In order to achieve this it is important to ensure that the management of the park is secured through a series of sustainable revenue channels. To this end, a set of Principles are required to ensure that the Country Park is future-proof and continues to provide an ecological and recreational resource for the long-term.

3.2 Ecological Principles

3.2.1 The Country Park will:

- **Principle EMO1:** Contribute to the conservation and improvement of local European Protected Species and the habitats that sustain them.
- **Principle EMO2:** Deliver the full ecological objectives and requirements of the protected species licences in relation to the development, as defined in the Ecological Mitigation Strategy Ref. RT-MME-114069-01 (October 2013) and Habitat Management Plan (HMP) (ref. RT-MME-114069-02 prepared by Middlemarch Environmental Ltd in October 2013).
- **Principle EMO3:** Increase and improve the local woodland resource through the management of existing woodlands and also by the creation of new woodlands and forest areas.
- **Principle EMO4:** Enhance the value of the Park's meadows and grassland areas through a bespoke management to ensure its establishment and longevity.
- **Principle ECO5:** Increase land cover area of Biodiversity Action Plan habitats.
- **Principle ECO6:** Provide aquatic habitat for great crested newts and other amphibians, with terrestrial connectivity to other waterbodies through suitable habitat such as grassland and scrub.

3.3 Recreational Principles

3.3.1 The Country Park will:

- **Principle RMO1:** Offer new recreational facilities for local people.
- **Principle RMO2:** Offer places for education, particularly for young people and people with learning difficulties.
- **Principle RMO3:** Facilitate and encourage opportunities for healthy living, thus contributing to the wellbeing of the community.
- **Principle RMO4:** Provide routes for cyclists, horse riders, and all-ability pedestrians to enjoy the outdoors.

- **Principle RMO5:** Offer facilities and opportunities for local people, including interest groups, to engage with nature and the natural environment.

3.4 Economic Principles

3.4.1 The Country Park will:

- **Principle FMO1:** Ensure a continual, reliable, and sufficient revenue stream is available to support necessary operations.
- **Principle FMO2:** Provide opportunities for rural enterprises to flourish.
- **Principle FMO3:** Deliver the objectives of the National Forest in the provision of economically-managed woodland.
- **Principle FMO4:** Offer land to local livestock owners for grazing.
- **Principle FMO5:** Where possible seek funding from grant sources.

4. OPEN SPACE TYPOLOGY

4.1 Introduction

- 4.1.1 This section details the various open space components which together form the green infrastructure of Nailstone Colliery. Where relevant, the creation specifications which will be employed are presented below in table format.

4.2 Formal Open Space Types

Amenity Grassland

- 4.2.1 A total of 10.3ha of amenity grassland will be created and managed as a recreational resource.
- 4.2.2 This will comprise a blend of ryegrasses, bent grasses, fescues, and/or other species appropriate for amenity sward. The creation specification will be designed to be in line with industry best practice, including the ground preparation, topsoil quality and sowing rate. The areas will be protected with exclusion fencing prior to operation to avoid risk of contamination or compaction from site vehicles and materials.

Parkland

- 4.2.3 These areas of grassland will be accentuated through the retention of existing trees and the planting of new, long-lived, native individuals such as oak and lime. Areas of longer grass 'islands' will be allowed to develop within amenity grass areas to provide stepping-stone habitats, while at the same time lowering the maintenance cost by reducing the area of intensive management, without compromising the amount of recreation space.

Community pavilion

- 4.2.4 This community facility will be a simple education hub, which will provide a meeting place, classroom and information centre for visitors such as schoolchildren, social groups, and volunteers. It will be well-sited and secure with appropriate facilities and will be of a design which is in keeping with the Country Park setting.
- 4.2.5 The detail of the pavilion, including the design, size, facilities, and intended location will be discussed with the Local Authority and key stakeholders as an integral part of the implementation of the Country Park in due course.

Footpaths

- 4.2.6 An approximate total of 12,000m of hard surfaced and un-surfaced paths will form the public access network around the site. These paths fall into one of the following categories:
- 1,600m of Bridleway (3m width hard surface + 1.5m width unsurfaced);
 - 1,900m of Footpath / Bridleway (3m width surfaced – wider as more major route);
 - 900m of Footpath / Cycleway (2m width surfaced – narrower as lower frequency of use);
 - 3,200m of Footpath (2m surfaced width); or
 - 4,400m Unsurfaced 'grass paths'.
- 4.2.7 The indicative location of these paths is shown at **Appendix 3a**. The surfacing and construction detail of these paths is provided on drawing 1336-13-23 prepared by Barry Chinn Associates at **Appendix 3b** with outline specifications for gates and fencing at **Appendix 3c & 3d**.

4.3 Informal Open Space Types

Existing Woodland

- 4.3.1 This comprises largely of ancient woodland to the west of the Park, as well as retained areas elsewhere, particularly outgrown hedgerows. The area of existing woodland to be retained is approximately 14.1 hectares, which will ultimately account for 50% of the Park's wooded resource.

New Woodland

- 4.3.2 An approximate total of 14 hectares of new broadleaf and wet woodland will be created across the site. It will comprise purely native species, with differing species groups across the park to maximise ecological diversity.
- 4.3.3 Selection of species for the new woodland creation will aim for a largely native composition to compliment the local landscape character and habitat network. Stock provenance will also be selected in line with Forestry Commission (FC) guidance¹ and Future Trees Trust guidance² to ensure a strong proportion is suitable for quality timber production and good growth rate in the longer term, to assist the future economic viability of the site.
- 4.3.4 Current FC guidance on site conditions will also be taken in account including use of the Ecological Site Classification (ESC) on-line tool³ to assess soil conditions and current / future climate projections. This utilises climate change models to select which species will be most productive and healthy in the future conditions available. This guidance is aimed at 'future proofing' the woodland to reduce its susceptibility to pests, diseases and climate change and ensure a productive habitat and natural resource going forward.
- 4.3.5 The detailed prescriptions for the Phase 1 enabling works in the far south of the site have now been prepared and are presented in the species tables and descriptions below and in the detailed plans prepared by BCA at **Appendix 4**. These plans may be subject to small revisions through the planning stage.
- 4.3.6 In general, woodland planted areas are to be sown with a species rich grassland mix in accordance with ecologist's and forestry consultant's recommendations. Plants are to be protected with shelter guards / rabbit guards and secured with a cane or stake as required for the stock / shelter size. Rabbit/hare fencing may be considered for larger areas as an alternative to individual guarding, where appropriate. A 300mm radius around the base of each plant maintained weed free until plants are established.

Main Woodland Mixes

- 4.3.7 In the main 'Woodland / Forestry Mix' at *Table 1*, the aim is to utilise native species to form an Oak - Birch woodland in the longer term with elements of Lime in the canopy and a sub-storey of Wild Cherry, Birch and Field Maple over a varied native shrub understorey.
- 4.3.8 Single species groups will incorporate 10% feathered trees planted at approximately 6.9m apart for early landscape impact and structure. Shrubs to be planted in groups of 5-7 of the same species on a 2.3m grid within the woodland block and on a 1.15 x 2.3 m grid at front edge of woodland adjacent to rides and footpaths for edge structure.
- 4.3.9 Around 57no. 14-16cm girth extra heavy standard trees will be planted in the grassland areas to create a parkland landscape.

¹ Choosing Provenance in Broadleaf Trees ([www.forestry.gov.uk/pdf/fcin082.pdf/\\$FILE/fcin082.pdf](http://www.forestry.gov.uk/pdf/fcin082.pdf/$FILE/fcin082.pdf))

² use of improved stock for hardwoods (www.futuretrees.org)

³ <http://www.forestry.gov.uk/esc>

Table 1: Forestry/Woodland Mix

Shrubs %	Species	Common Name	Size	Age	Root/Pot Size
3%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
5%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
2%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
1%	<i>Euonymus europaeus</i>	Spindle	450-600mm	1+1	OG
1%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
1%	<i>Ligustrum vulgare</i>	Privet	400-600mm	1+1	OG
1%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
1%	<i>Rosa canina</i>	Dog Rose	450-600mm	1+1	OG

Trees % Well furnished with lateral roots to the base	Species	Common Name	Size	Age	Root/Pot Size
4%	<i>Acer campestre</i>	Field Maple	450-600mm	1+1	OG
10%	<i>Alnus glutinosa</i>	Alder	450-600mm	1+1	OG
8%	<i>Betula pendula</i>	Silver Birch	450-600mm	1+1	OG
3%	<i>Betula pubescens</i>	Downy Birch	600-900mm	1+1	OG
5%	<i>Carpinus betulus</i>	Hornbeam	450-600mm	1+1	OG
1%	<i>Malus sylvestris</i>	Crab apple	450-600mm	1+1	OG
1%	<i>Populus tremula</i>	Aspen	600-900mm	1+1	OG
5%	<i>Prunus avium</i>	Wild cherry	450-600mm	1+1	OG
5%	<i>Quercus petraea</i>	Sessile oak	450-600mm	1+1	OG
25%	<i>Quercus robur</i>	Oak	450-600mm	1+1	OG
2%	<i>Sorbus aucuparia</i>	Rowan	600-900mm	1+1	OG
1%	<i>Sorbus aria</i>	Whitebeam	450-600mm	1+1	OG
5%	<i>Tilia cordata</i>	Small L Lime	450-600mm	1+1	OG

Fthd. Tree Planted within grid at 6.9m centres	Species	Common Name	Height	
2%	<i>Acer campestre</i>	Field maple	1.5-1.8m ht.	Root wrapped
1%	<i>Alnus glutinosa</i>	Alder	1.8-2.0m ht.	Root wrapped
2%	<i>Betula pendula</i>	Silver birch	1.8-2.0m ht.	Root wrapped
2%	<i>Carpinus betulus</i>	Hornbeam	1.5-1.8m ht.	Root wrapped
2%	<i>Prunus avium</i>	Wild cherry	1.8-2.0m ht.	Root wrapped
1%	<i>Quercus robur</i>	Pedun oak	1.2-1.5m ht.	Root wrapped

4.3.10 Where woodland or thicket is planted next to main rides and footpaths an additional 'Shrub Edge to Woodland Planting' mix will be planted within rows, within the woodland planting grid, extending back into the woodland 3-4 rows in a random pattern.

Table 2: Shrub Edge to Woodland Planting

%	Species	Common Name	Size	Age	Root/Pot Size
5%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
20%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
15%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
5%	<i>Cytisus scoparius</i>	Broom	400-600mm		2L
10%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
10%	<i>Ligustrum vulgare</i>	Privet	400-600mm	1+1	OG
15%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
10%	<i>Rosa canina</i>	Dog Rose	450-600mm	1+1	OG
5%	<i>Ulex europaeus</i>	Gorse	300-450		2L
5%	<i>Viburnum opulus</i>	Guelder rose	450-600mm	1+1	OG

- 4.3.11 A higher proportion of shrubs will be used in a 'General Woodland Mix' at Table 3 to be used for smaller woodland blocks through the park and planted at 1.5m spacing with tree species at 3m spacing within the grid. Feathered trees will be planted in single species groups of 3-5 at 3m apart. Shrubs will be planted in groups of 7-15 of the same species within the 1.5m grid.

Table 3: General Woodland Mix

Shrubs %	Species	Common Name	Size	Age	Root/Pot Size
5%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
15%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
20%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
5%	<i>Euonymus europaeus</i>	Spindle	450-600mm	1+1	OG
5%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
10%	<i>Ligustrum vulgare</i>	Privet	400-600mm	1+1	OG
10%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
5%	<i>Rosa canina</i>	Dog Rose	450-600mm	1+1	OG

Trees % Well furnished with lateral roots to the base	Species	Common Name	Size	Age	Root/Pot Size
7%	<i>Betula pendula</i>	Silver Birch	450-600mm	1+1	OG
2%	<i>Populus tremula</i>	Aspen	600-900mm	1+1	OG
5%	<i>Quercus robur</i>	Oak	450-600mm	1+1	OG
2%	<i>Sorbus aucuparia</i>	Rowan	600-900mm	1+1	OG

Fthd. Tree Planted within grid	Species	Common Name	Height	
2%	<i>Acer campestre</i>	Field maple	1.5-1.8m ht.	Root wrapped
2%	<i>Alnus glutinosa</i>	Alder	1.8-2.0m ht.	Root wrapped
3%	<i>Betula pendula</i>	Silver birch	1.8-2.0m ht.	Root wrapped
2%	<i>Prunus avium</i>	Wild cherry	1.8-2.0m ht.	Root wrapped

Wet Woodland Mixes

- 4.3.12 Wet woodland will be planted on areas of lower lying ground and in proximity to the newt receptor area with the aim of forming dense beds for rotational coppicing in the future. Feathered trees will be planted within single species groups at 7.5m apart within the planted grid. Shrubs to be planted in groups of 5-7 of the same species on a 2.5m grid within the woodland block and on a 1.25 x 2.5m grid at the front edge of the woodland adjacent to rides. Where woodland or thicket is planted next to main rides and footpaths an additional shrub edge shall be planted.

Table 4: Wet Woodland

Shrubs %	Species	Common Name	Size	Age	Root/Pot Size
8%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
5%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
2%	<i>Euonymus europaeus</i>	Spindle	450-600mm	1+1	OG

Trees % Well furnished with lateral roots to the base	Species	Common Name	Size	Age	Root/Pot Size
5%	<i>Betula pubescens</i>	Downy Birch	600-900mm	1+1	OG
2%	<i>Populus nigra</i>	Black Poplar	600-900mm	1+1	OG
8%	<i>Salix alba</i>	White willow	1.2-1.5m	0/2	OG
15%	<i>Salix caprea</i>	Goat willow	0.9-1.2m	0/2	OG
10%	<i>Salix cinerea</i>	Grey willow	0.9-1.2m	0/2	OG
5%	<i>Salix fragilis</i>	Crack willow	600-900mm	0/2	OG
15%	<i>Salix purpurea</i>	Purple willow	900-1200mm	0/2	OG
10%	<i>Salix triandra</i>	Grey willow	900-1200mm	0/2	OG
15%	<i>Salix viminalis</i>	Common osier	900-1200mm	0/2	OG

- 4.3.13 A 'Shrub Edge to Wet Woodland Planting' will be used next to main rides and footpaths as an additional shrub edge planted within rows in the grid and extending back into the woodland 3-4 rows in a random pattern.

Table 5 - Shrub Edge to Wet Woodland Planting

%	Species	Common Name	Size	Age	Root/Pot Size
25%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
20%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
35%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
10%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
10%	<i>Viburnum opulus</i>	Guelder rose	450-600mm	1+1	OG

Thicket /Scrub Mixes

- 4.3.14 An approximate total area of 10.7 hectares of dense native thorn scrub will be created. This will be coppiced on rotation to maintain vigour, retain dense low cover and create varied growth heights up to 6-8m for nesting and foraging habitat. Coppicing operations will deter the development of taller standard trees which could present perching opportunities for raptors and thus threaten the population of small birds.

- 4.3.15 Thicket Planting Mix A will be used within the great crested newt receptor area to create a dense thicket early in the establishment phase using 10,000 stems per hectare, averaging 1m spacing. This will be varied to create small niches of open ground to attract invertebrates (butterflies and moths) and provide a varied structure to the habitat. This will use single species groups of 5-7 plants with feathered trees at 3m centres.

Table 6 – Thicket Planting Mix A – GCN Area

%	Species	Common Name	Size	Age	Root/Pot Size
15%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
10%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
25%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
5%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
5%	<i>Ligustrum vulgare</i>	Privet	400-600mm	1+1	OG
10%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
5%	<i>Rosa canina</i>	Dog Rose	450-600mm	1+1	OG
5%	<i>Salix caprea</i>	Goat willow	120-150mm	0/2	OG
3%	<i>Salix cinerea</i>	Grey willow	90-120mm	0/2	OG
2%	<i>Salix viminalis</i>	Common osier	90-120mm	0/2	OG
5%	<i>Ulex europaeus</i>	Gorse	300-450mm		2L
5%	<i>Viburnum opulus</i>	Gelder rose	450-600mm	1+1	OG

Fthd trees Planted within grid 3m centres in groups of 3-5 of each species	Species	Common Name	Height	
2%	<i>Acer campestre</i>	Field maple	1.5-1.8m ht.	Root wrapped
3%	<i>Prunus avium</i>	Wild cherry	1.8-2.0m ht.	Root wrapped

- 4.3.16 Outside of the GCN receptor areas 'Thicket Planting Mix B' will be simplified slightly and will not include any willow species. In addition the field trees will also be excluded from the areas. Spacing will be widened to 1.5m to ensure a cost effective implementation of the scheme.

Table 7 – Thicket Planting Mix B (General Areas)

%	Species	Common Name	Size	Age	Root/Pot Size
15%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
10%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
30%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
10%	<i>Cytisus scoparius</i>	Broom	300-450mm	1+1	OG
5%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
15%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
5%	<i>Rosa canina</i>	Dog rose	450-600mm	1+1	OG
5%	<i>Ulex europaeus</i>	Gorse	300-450mm		2L
5%	<i>Viburnum opulus</i>	Gelder rose	450-600mm	1+1	OG

Hedgerows

- 4.3.17 Where possible the existing hedges (totalling approximately 9400m length) will be retained, and where necessary they will be improved through a structured management regime.

- 4.3.18 New hedges will be planted to infill gaps in existing hedgerows and to create linear linkages between habitats. This will total approximately 400m, with native species planted at 450mm centres with rows to be set 500mm apart. The outer row will comprise single species *Crataegus monogyna* (Hawthorn) with the inner row as mixed species planted in species groups of 3-5 plants.
- 4.3.19 All plants will be protected with the appropriate sized shelter and secured with a cane or stake as required for the stock size. Rabbit/hare fencing may be considered as an alternative for larger areas where appropriate.

Table 8 – Native Hedgerow Planting

%	Species	Common Name	Size	Age	Root/Pot Size
10%	<i>Cornus sanguinea</i>	Dogwood	450-600mm	1+1	OG
10%	<i>Corylus avellana</i>	Hazel	400-600mm	1+1	OG
55%	<i>Crataegus monogyna</i>	Hawthorn	400-600mm	1+1	OG
5%	<i>Ilex aquifolium</i>	Holly	400-600mm		2L
10%	<i>Prunus spinosa</i>	Blackthorn	400-600mm	1+1	OG
5%	<i>Rosa canina</i>	Dog Rose	450-600mm	1+1	OG
5%	<i>Viburnum opulus</i>	Guelder rose	450-600mm	1+1	OG

Grassland and Wildflower Meadows

- 4.3.20 The site will incorporate several different species compositions, to create areas of wet grassland (3.4ha), wildflower meadow (3.8ha), rough grassland (21.9ha), species rich grassland (25.8ha), and amenity grassland (10.3ha).
- 4.3.21 This is driven by ecological principles derived from an aim to provide diverse and beneficial habitats for the site's biodiversity, including great crested newts, badgers, bats, invertebrates, ground nesting birds, and others. Details of the seed mixtures and establishment strategies will be developed based on specific site conditions and habitat requirements and will be agreed with the Local Authority ahead of each Phase.

Waterbodies

- 4.3.22 There are 3no. retained ponds which have been incorporated into the Country Park plan. These are already inhabited by great crested newts, and will form the basis of a large newt receptor area to receive the translocated newts from elsewhere on site.
- 4.3.23 In Phase 1b and 1c of the project a newt reserve will be created with an appropriate carrying capacity for the identified populations. A total of 12no. new ponds will be created within the reserve, providing an estimated water surface area of 1.36ha. This work will be undertaken to deliver the requirements of the Natural England EPS licence⁴, in line with the Ecological Mitigation Strategy prepared by Middlemarch Environmental Ltd, October 2013 ref. RT-MME-114069-01.
- 4.3.24 In addition to the reserve ponds there will be a number of attenuation ponds, which will receive surface runoff from the development and store the water to allow it to naturally permeate into the water table. In total there will be 5no additional waterbodies around the park which will provide further wetland habitat for birds, invertebrates, and amphibians, as well as visual amenity and education opportunities.

⁴ Natural England mitigation licence reference no. 2014-2479-EPS-MIT

Artificial Habitat Features

- 4.3.25 As part of the approved mitigation proposals, the creation of the Country Park will include the installation of 20no. bird boxes, 30no. bat boxes, and the construction of an artificial badger sett. These will be placed strategically in locations that will provide shelter and foraging opportunities.

5. MANAGEMENT OBJECTIVES

5.1 Introduction

- 5.1.1 In order to fully ensure the delivery of a Country Park which provides the ecological, educational, and recreational benefits desired by the Section 106 agreement, it is essential to state a number of key objectives to stand as measures against which the success of the management plan can be gauged.
- 5.1.2 The objectives below have been developed from the defined objectives set out within paragraph 9.6 of Schedule 2 and as listed at section 1.2.2 define the expected standard at which the Park and its components will be delivered. Some of these measures target specific habitats such as woodland and heathland and others are intangible yet demonstrable statements which target; for example, the recreational and educational obligations.
- 5.1.3 It is important to note that these objectives also define the economic prerequisite of the Country Park Management Company to be self-sufficient.

5.2 Management Objectives

- 5.2.1 The management prescription tables presented in section 6 below references back to the objectives presented in *Table 9* to ensure their delivery through the ongoing operations.

Table 9 – Management Objectives for Nailstone Colliery Country Park

Objective Ref.	Detail
WM1	Manage retained woodland habitats to ensure long-term maintenance of species composition and biodiversity value, and to ensure ongoing value as Habitats of Principal Importance and local BAP priority habitat.
WM2	Manage new woodland to promote a diverse woodland structure including understorey layer and ground flora.
WM3	Manage all woodland to retain and enhance suitability for faunal species.
WM4	Prevent the colonisation and spread of non-native woodland species.
SM1	Manage retained scrub habitats to ensure long-term maintenance of species composition and biodiversity value.
SM2	Manage scrub to maintain and enhance suitability for faunal species, particularly birds, mammals and invertebrates.
HM1	Manage hedgerows to ensure ongoing value as Habitats of Principal Importance and Local BAP priority habitat.
HM2	Manage hedgerows to ensure long-term maintenance of species composition and biodiversity value.
HM3	Manage hedgerows to retain and enhance suitability for faunal species, particularly birds, mammals and invertebrates.
HM4	Allow buffer strips to form adjacent to hedgerows to provide additional foraging and shelter habitat and to minimise disturbance to the hedges.
HM5	Avoid disturbance to species such as nesting birds through appropriate timing of works.
PM1	Manage waterbodies to maintain value as Habitat of Principal Importance and Local BAP priority habitat.
PM2	Increase botanical diversity of waterbodies.

Objective Ref.	Detail
PM3	Provide habitat of ongoing value to great crested newts and other amphibians.
PM4	Ensure pond management does not adversely impact upon great crested newts.
GM1	Manage grassland to maintain ongoing value as Habitats of Principal Importance and local BAP priority habitats.
GM2	Increase and maintain botanical diversity of grassland.
GM3	Manage grassland to provide suitable habitat for birds, invertebrates, amphibians and other species.
GM4	Ensure management does not adversely impact upon great crested newts and other species that may use the grassland areas.
GM5	Manage rough grassland to maintain structure and provide habitat for great crested newts, invertebrates and other species.
AM1	Maintain durable short turf of aesthetic and recreational value.
HF1	Ensure ongoing favourable condition of log piles and hibernacula.
HF2	Ensure ongoing favourable condition of artificial badger sett.
HF3	Ensure ongoing favourable condition of woodcrete bat and bird boxes.
PR1	Ensure the Country Park is safe for the public.
PR2	Maintain and enhance the visual amenity benefit of the Country Park.
PR3	Provide and maintain educational facilities, including access to nature.
PR4	Provide open spaces for the health and wellbeing of the local community.
PR5	Provide recreational open spaces for families, groups, and individuals to reflect, relax, and enjoy.
PR6	Provide recreational routes for the enjoyment and exercise of the public.
PR7	Offer opportunities for volunteers to learn new skills and help to shape their natural environment, especially people with learning difficulties.
HL1	Manage heathland habitats to ensure long-term maintenance of species composition and biodiversity value, and to ensure ongoing value as National BAP priority habitat.
HL2	Manage heathland to maintain and enhance suitability for faunal species, particularly birds, mammals and invertebrates.
EC1	Ensure that the management of the Park is economically sustainable and future proof.
EC2	Seek to fund the Park through its own resources where possible, to ensure the continued ecological, educational, and recreational benefit.

6. OPEN SPACE MANAGEMENT PRESCRIPTIONS

6.1 Introduction

- 6.1.1 The 50 Year Vision sets a precedent that the green infrastructure within the site will stand the test of time and remain as a long-term resource for the local community and especially biodiversity. It requires that each element of the Country Park is guided with a bespoke set of management prescriptions which will ensure the longevity, quality, and harmonious relationship of the green infrastructure component.
- 6.1.2 The tables presented herein define the specific actions required to ensure that the Country Park is managed to a high standard, to ensure the delivery of the 35 objectives stated in Section 7 below.

Table 10 - Management of Woodland

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	Yr 6-10	Yr 11-20	Yr 21-30
Retained Broadleaved Woodland	BL-01	14.1	ha	Removal of invasive flora species e.g. rhododendron, Himalayan balsam.	1-5 yearly as required, between Dec and Feb.	Presence of non-native flora.	H&S assessment to be undertaken. Avoid bird nesting season. To be carried out by appropriately trained and qualified contractors.	WM1 WM2 WM4	X	X	X	X	X	X	X	X
	BL-02	14.1	ha	Dead trees within proximity of footpaths to be felled and cross-cut, and wood to be relocated to a suitable location and formed into deadwood piles to increase site woodland habitat.	As required.	Presence of dead trees within falling distance of publicly accessible areas.	Bat survey required. Presence of bats will require soft-felling of tree under Natural England guidelines. Fell outside of bird-nesting season. Health & safety assessment must be undertaken.	WM1 WM3 PR1	X	X	X	X	X	X	X	X
New Broadleaved Woodland	BL-03	14	ha	Plant new trees to replace failed stock on a like-for like basis where possible. Fit tree with appropriate mammal guard and support.	Annually in years 2-6 between Dec and Feb.	Removal of dead tree from new BL woodland.		WM1 WM2 WM3 WM4		X	X	X	X	yr6		
	BL-04	14	ha	Pre-planting inspection of stock to be undertaken by forestry consultant. Prepare report to advise on remedial prescriptions to meet stated objective.	As required in years 2-15.	Presence of large-scale failure of planted stock.	To be carried out by appropriately trained and qualified arboricultural consultants.	WM1 WM2 WM3 WM4		X	X	X	X	X	yr11 yr12 yr13 yr14 yr15	

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	Yr 6-10	Yr 11-20	Yr 21-30
	BL-05	14	ha	Coppice 40% of shrub species e.g. hazel to ground level. Arisings to be laid low.	Every 15 years on rotation between Nov and Feb.	15 years since last undertaken (once compartment is in coppice regime).	H&S assessment must be undertaken. To be carried out by appropriately trained individuals. Volunteer groups may be used under guidance of suitably qualified and experienced individual(s).	WM1 WM2 WM3 WM4						yr15		yr30
	BL-06	14	ha	Dead trees within falling distance of public access areas to be felled and cross-cut, and wood to be relocated to a suitable location and formed into deadwood piles.	As required.	Presence of dead trees in proximity to publicly accessible areas.	Bat survey required. Presence of bats will require soft-felling of tree under method statement guidelines. Fell outside of bird-nesting season. Health & safety assessment must be undertaken.	WM1 WM3 PR1							X	X

Table 11 - Management of Native Scrub

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Native Scrub	SC-01	10.7	ha	Targeted coppicing of existing and established scrub. Arisings to be cut and laid low, or mulched if machine cut.	Every 5 years as required, between Dec and Feb.	Scrub thicket reaches a height in excess of 5 metres.	H&S assessment to be undertaken. Avoid bird nesting season.	SM1 SM2					X	X	X	X

Table 12 - Management of Heathland

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	Yr 6-10	Yr 11-20	Yr 21-30
Heathland	HE-01	5.1	ha	Remove 90% of birch and other pioneer species. Crosscut arisings and use wood to create habitat piles.	Every 5 years on rotation between Nov and Feb.	Rotational timing.	H&S assessment to be undertaken. To be carried out by appropriately trained individuals but volunteer groups could be involved under supervision.	HL1 HL2					X	yr10	yr15 yr20	yr25 yr30
	HE-02	5.1	ha	Coppice 20-30% of scrub species such as gorse.				HL1 HL2			X			yr8	yr13 yr18	yr23 yr28
	HE-03	5.1	ha	Cut 3% of heather to root crowns in strips approximately 4m wide, using tractor mounted flail. Target areas of older plants, and areas of significant succession of birch and pine.	Annually between Jan – Mar.	Poor distribution of age class of heather and gorse; significant succession of birch and pine.		HL1 HL2	X	X	X	X	X	X	X	X

Table 13 - Management of Hedgerows

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objective Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Hedgerows	HR-01	9800	m	50% of hedgerows to be sided and topped to approximately 2m from ground level.	Annually on rotation, in late Jan - Feb.	Annual prescription. In the case of new hedges it must be fully established prior to trimming.	H&S assessment to be undertaken. Avoid bird nesting season. Area to be cordoned off from public and signage erected.	HM1 HM2 HM3 HM4 HM5	X	X	X	X	X	X	X	X
	HR-02	9800m	m	Management of hedgerow trees for H&S.	As required.	Presence of health and safety issue.	Bat survey where known roost present or on trees with high roost potential. Fell outside of bird-nesting season. Work to be guided by professional tree inspector.	PR1 HM1 HM3		X		X		Yr 6 Yr 8 Yr 10	Yr 12 Yr 14 Yr 16 Yr 18 Yr 20	Yr 22 Yr 24 Yr 26 Yr 28 Yr30
	HR-03	9800	m	2m buffer strip to be retained as uncut grass.	Ongoing.	N/A	N/A	HM1 HM3 HM4	X	X	X	X	X	X	X	X

Table 14 - Management of Ponds

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Newly Created Ponds	NP-01	11 No.	item	Carefully rake off duck weed and blanket weed.	Annually in August.	Presence of excessive amount of duckweed.	Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled on the bank for a minimum of 48 hours prior to disposal off-site. To be undertaken only by a competent swimmer wearing a buoyancy aid. Not to be carried out by lone operative.	EM-12 EM-13 EM-14 EM-15	X	X	X	X	X	X	X	X
	NP-02	11 No.	item	Add barley straw in nets or bales.	Annually in June.	Presence of excessive amount of blanket weed or algal bloom.	To be carried out by appropriately trained and qualified contractors. No lone working. Operative must receive tool box talk from suitably qualified ecologist.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	NP-03	11 No.	item	Remove 10-20% of emergent vegetation (depending on rate of establishment) in rotation.	Annually between September and December inclusive.	Emergent vegetation is fully established.	Health & safety assessment to be undertaken. To be carried out by appropriately trained and qualified contractors. No lone working. Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled at water's edge for a minimum of 48 hours to allow any organisms to retreat to water.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X
	NP-04	11 No.	item	Remove litter.	Monthly	Presence of litter.	Floating or submerged litter to be removed only by a competent swimmer wearing a buoyancy aid. Not to be carried out by lone operative. Operative must receive tool box talk from suitably qualified ecologist.	PR2	X	X	X	X	X	X	X	X
	NP-05	11 No.	item	Remove fish.	November - January inclusive.	Presence of fish.	To be carried out only by a specialist contractor. Work must be undertaken under method statement which is designed to minimise risk of injury to newts.	EM-12 EM-13 EM-14 EM-15	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	NP-06	11 No.	item	Clear waterside trees to reduce shading to a maximum of 20%. Arisings to be retained as habitat/log piles.	Every 5 years as required, between November and February.	Pond is over-shaded by trees.	Fell outside of bird-nesting season. Area to be cordoned off from public and signage erected. No lone working. Buoyancy aids must be worn close to water. To be carried out by appropriately trained and qualified contractors.	PM1 PM2 PM3 PM4					X	Yr10	Yr 15 Yr20	yr25 yr30
Existing Pond	EP-01	3 No.	item	Remove 10-20% of emergent vegetation (depending on rate of growth) in rotation.	Every 3 years between September and December inclusive.	Emergent vegetation is encroaching on surface area of pond.	To be carried out by appropriately trained and qualified contractors. No lone working. Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled at water's edge for a minimum of 48 hours to allow any organisms to retreat to water.	PM1 PM2 PM3 PM4			X			Yr 6	X	X
	EP-02	3 No.	item	Remove litter.	Monthly.	Presence of litter.	Floating or submerged litter to be removed only by a competent swimmer wearing a buoyancy aid. Not to be carried out by lone operative. Operative must receive tool box talk from suitably qualified ecologist.	PR2	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	EP-03	3 No.	item	Remove fish.	November - January inclusive.	Presence of fish.	To be carried out only by a specialist contractor. Work must be undertaken under method statement which is designed to minimise risk of injury to newts.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X
	EP-04	3 No.	item	Clear waterside trees to reduce shading to a maximum of 20%. Arisings to be retained as habitat/log piles.	Every 3 years as required, between November and February.	Pond is over-shaded by trees.	Fell outside of bird-nesting season. Health & safety assessment must be undertaken. Area to be cordoned off from public and signage erected. No lone working. Buoyancy aids must be worn close to water. To be carried out by appropriately trained and qualified contractors.	PM1 PM2 PM3 PM4			X			yr6 yr9	yr12 yr15 yr18	yr21 yr24 yr27 yr30
	EP-01	3 No.	item	Carefully rake off duck weed and blanket weed.	Annually in August.	Presence of excessive amount of duckweed.	Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled on the bank for a minimum of 48 hours prior to disposal off-site. To be undertaken only by a competent swimmer wearing a buoyancy aid. Not to be carried out by lone operative.	EM-12 EM-13 EM-14 EM-15	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	EP-02	3 No.	item	Add barley straw in nets or bales.	Annually in June.	Presence of excessive amount of blanket weed or algal bloom.	Health & safety assessment to be undertaken. To be carried out by appropriately trained and qualified contractors. No lone working. Operative must receive tool box talk from suitably qualified ecologist.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X

Table 15 - Management of Grasslands

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Wildflower Grassland	WFG-01	3.8	ha	Grassland to be cut to 100 mm. Where sufficient volume of arisings allow, these are to be left in situ for a short time prior to removal if weather conditions allow. Low levels of arisings are to be flail mown and allowed to naturally disperse. 2m buffer strip to be retained around perimeter of fields (except where adjacent to public access areas).	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors. Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled in discreet locations within buffer strip.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X
	WFG-02	3.8	ha	50% of 2m buffer strip to be flail mown to 100mm on rotation.	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors.	GM1 GM2 GM3 GM4	X	X	X	X	X	X	X	X
	WFG-03	3.8	ha	Control noxious weeds with spot spray or weed wipe of appropriate approved translocated herbicide.	As required in June - September inclusive.	Presence of noxious weeds.	To be carried out by appropriately trained and qualified contractors. Weather conditions must be suitable - e.g. low wind speed, no precipitation forecast.	GM1 GM2 GM3 GM4	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	WFG-04	3.8	ha	Scarify and slot-seed wildflower grass seed at a rate of 7kg/ha.	April or September.	Low floral diversity.	Ground must be sufficiently moist to be workable without being waterlogged.	GM1 GM2 GM3 GM4				X	X	X	X	X
Species Rich Grassland	SRG-01	25.8	ha	Grassland to be cut to 100mm. Where sufficient volume of arisings allow, these are to be left in situ for a short time prior to removal if weather conditions allow. Low levels of arisings are to be flail mown and allowed to naturally disperse. 2m buffer strip to be retained around perimeter of fields (except where adjacent to public access areas).	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors. Operative must receive tool box talk from suitably qualified ecologist. Vegetation to be piled in discreet locations within buffer strip.	PM1 PM2 PM3 PM4	X	X	X	X	X	X	X	X
	SRG-02	25.8	ha	50% of 2m buffer strip to be flail mown to 100mm on rotation.	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors.	GM1 GM2 GM3 GM4	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	SRG-03	25.8	ha	Control noxious weeds with spot spray or weed wipe of appropriate approved translocated herbicide.	As required in June - September inclusive.	Presence of noxious weeds.	To be carried out by appropriately trained and qualified contractors. Weather conditions must be suitable - e.g. low wind speed, no precipitation forecast.	GM1 GM2 GM3 GM4	X	X	X	X	X	X	X	X
	SRG-04	25.8	ha	Scarify and slot-seed wildflower grass seed at a rate of 7kg/ha.	April or September.	Low floral diversity.	Ground must be sufficiently moist to be workable without being waterlogged.	GM1 GM2 GM3 GM4				X	X	X	X	X
Rough Grassland	RG-01	21.9	ha	Grassland to be cut to 100mm. Where sufficient volume of arisings allow, these are to be left in situ for a short time prior to removal if weather conditions allow. Low levels of arisings are to be flail mown and left to disperse naturally. 2m buffer strip to be retained around perimeter of fields (except where adjacent to public access areas).	Once annually between mid-August and late September.	Annual timing.	Vegetation to be piled in discreet locations within buffer strip.	GM2 GM4 GM5	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	RG-02	21.9	ha	50% of 2m buffer strip to be cut to 100mm on rotation.	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors. Operative must receive tool box talk from suitably qualified ecologist.	GM2 GM4 GM5	X	X	X	X	X	X	X	X
	RG-03	21.9	ha	Control noxious weeds with spot spray or weed wipe of appropriate approved translocated herbicide.	As required in June - September inclusive.	Presence of noxious weeds.	Weather conditions must be suitable - e.g. low wind speed, no precipitation forecast.	GM2 GM4 GM5	X	X	X	X	X	X	X	X
Wet Grassland	WG-01	3.4	ha	Grassland to be cut to 100 mm. Where sufficient volume of arisings allow, these are to be left in situ for a short time prior to removal if weather conditions allow. Low levels of arisings are to be flail mown and left to naturally disperse. 2m buffer strip to be retained around perimeter of fields (except where adjacent to public access areas).	Once annually between mid-August and late September.	Annual timing.	Vegetation to be piled in discreet locations within buffer strip.	GM2 GM3 GM4	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	WG-02	3.4	ha	Control noxious weeds with spot spray or weed wipe of appropriate approved translocated herbicide.	As required in June - September inclusive.	Presence of noxious weeds.	Weather conditions must be suitable - e.g. low wind speed, no precipitation forecast.	GM2 GM3 GM4	X	X	X	X	X	X	X	X
	WG-03	3.4	ha	50% of 2m buffer strip to be cut to 100mm on rotation.	Once annually between mid-August and late September.	Annual timing.	To be carried out by appropriately trained and qualified contractors. Operative must receive tool box talk from suitably qualified ecologist.	GM2 GM3 GM4	X	X	X	X	X	X	X	X
Amenity Grassland	AG-01	10.3	ha	Maintain a sward height of 40mm by flail mower.	Fortnightly throughout the growing season for a total of 18no. cuts per year.	Sward reaches a height in excess of 40mm.	Consider the presence of members of the public. Measures must be employed such as flashing beacons on machinery.	AM1 PR2	X	X	X	X	X	X	X	X

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
	AG-02	10.3	hectares	Amenity grass maintenance prescriptions such as spiking, top-dressing, fertilising, and herbicide application.	5 yearly as required to maintain good condition amenity grass.	Amenity grass quality is deteriorating and requires intervention to improve the condition.	Consider the presence of members of the public. Measures must be employed such as flashing beacons on machinery.	PR2 PR4 PR5					X	X	X	X

Table 16 - Artificial Habitat Management

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objec Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Log Piles	LP-01	10	item	Supplement or replace log pile as necessary to ensure continued provision of habitat.	As required.	Triggered by assessment.	To be repaired / constructed in line with ecological best practice guidelines using arisings from site.	HF1			X			Yr 6 Yr 9	Yr 12 Yr 15 Yr 18	Yr 21 Yr 24 Yr 27 Yr 30
Bat and Bird Boxes	BB-01	50	item	Clean out nesting material and spray with recommended disinfectant.	Annually in winter for bird nesting boxes and bat roosting boxes.	Habitat box is vacant and previously used.	Will be working at height therefore all necessary health and safety requirements apply. Chemical cleaner to be handled and stored in line with the COSHH sheet.	HF3	X	X	X	X	X	X	X	X

Table 17 - Footpath Maintenance

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objective Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Woodland Paths - Hard Surfaced Footpaths	HP-01	2200	m	Flail mow 3m strip of grass adjacent to one side of footpath. Alternating sides to be cut on rotation.	Annually in July.	2 Years have passed since previous cut.	Consider the presence of members of the public. Measures must be employed such as signage flashing beacons on machinery and physical barriers during operations. To be carried out by suitably qualified and experienced operatives.	PR1 PR2 PR4 PR6	X	X	X	X	X	X	X	X
	HP-02	2200	m	Coppice shrub vegetation both sides of path. Arisings to be laid low in woodland edge.	Every 8 years in Winter.	Rotational prescription.		PR1 PR2 PR4 PR6				X			Yr 12 Yr 20	Yr 28
	HP-03	2200	m	Infill potholes with Type 3 to compact level surface.	Every 3 years as required; or immediately in the case of public safety hazard.	Presence of significant sized or quantity of potholes.	As above. Path to be closed and public are to be diverted from work area by appropriate signage.	PR1 PR2 PR4 PR6			X			yr6 yr9	yr12 yr15 yr18	yr21 yr24 yr27 yr30

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objective Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Woodland Paths - Unsurfaced Footpaths	WP-03	2750	m	Flail mow and mulch centre 2m of footpath.	Annually in June.	Annual timing.	Consider the presence of members of the public. Measures must be employed such as signage, flashing, beacons on machinery, and physical barriers during operations. To be carried out by suitably qualified and experienced operatives.	PR1 PR2 PR4 PR6	X	X	X	X	X	X	X	X
	WP-04	2750	m	Flail mow 3m strip of grass adjacent to one side of footpath. Alternating sides to be cut on rotation.	Annually in July.	2 Years have passed since previous cut.		PR1 PR2 PR4 PR6	X	X	X	X	X	X	X	X
	WP-05	2750	m	Coppice shrub vegetation both sides of path. Arisings to be laid low in woodland edge.	Every 8 years in winter.	8 years have passed since last operation.		PR1 PR2 PR4 PR6				X			Yr 12 Yr 20	Yr 28
	WP-06	2750	m	Infill potholes with earth to compact level surface.	Every 3 years as required; or immediately in the case of public safety hazard.	Presence of significant sized or quantity of potholes.	As above. Path to be closed and public are to be diverted from work area by appropriate signage.	PR1 PR2 PR4 PR6			X			yr6 yr9	yr12 yr15 yr18	yr21 yr24 yr27 yr30

Component	Ref.	Qty	Unit	Prescription	Timing	Trigger	Constraints	Objective Ref.	Yr1	Yr2	Yr3	Yr4	Yr5	yr 6-10	yr 11-20	yr 21-30
Grassland Paths - Hard Surfaced Footpaths	GP-01	5800	m	Flail mow 1m strip of grass either side of footpath.	Twice annually in late April and late June.	Grass is overbearing on footpath.	Consider the presence of members of the public. Measures must be employed such as signage, flashing, beacons on machinery, and physical barriers during operations. To be carried out by suitably qualified and experienced operatives.	PR1 PR2 PR4 PR6	X	X	X	X	X	X	X	X
Grassland Paths - Unsurfaced Footpaths	GP-02	1250	m	Flail mow and mulch centre 2m of footpath.	Twice annually in late April and late June.	Grass is overbearing on footpath.		PR1 PR2 PR4 PR6	X	X	X	X	X	X	X	X
	GP-03	1250	m	Infill potholes with earth to compact level surface.	Every 3 years as required; or immediately in the case of public safety hazard.	Presence of significant sized or quantity of potholes.	As above. Path to be closed and public are to be diverted from work area by appropriate signage.	PR1 PR2 PR4 PR6			X			yr6 yr9	yr12 yr15 yr18	yr21 yr24 yr27 yr30

7. MONITORING AND REVIEW

7.1 Introduction

- 7.1.1 This section defines the specific requirements for monitoring each component of the Country Park, to ensure that the identified objectives are being fully met through the management prescriptions. It is essential that the delivery mechanism is tested through a suite of monitoring actions to ensure the success of the 50 Year Vision.
- 7.1.2 All monitoring records will be made available upon request to the Local Planning Authority, in line with the requirements of the Section 106 and to Natural England in line with the Protected Species Licences. All ecological records will be sent to the Local Records Centre.
- 7.1.3 The monitoring records will be used to inform periodic reviews of this management plan and will be invaluable to ensuring that the prescriptions herein are successful and in informing the Country Park managers of changes that need to be made to the operations in order to continue the delivery of the objectives.

7.2 Monitoring Protocol

- 7.2.1 The monitoring table presented below details the requirements for the open space assessment. These monitoring methods reference back to the suite of remedial prescriptions in Section 6.

Table 18 - Monitoring of Open Space and Habitats

Component	Ref.	Action	Timing	Trigger for Remedial Prescriptions	Remedial prescriptions
Retained Broadleaved Woodland	M1	Assess ground flora and understorey for shade levels and presence of non-native flora.	Annually in summer months.	Presence of non-native flora.	BL-01
	M2	Assess condition and location of dead trees for retention or removal.	Annually in summer months.	Assessed to be a risk to the public.	BL-02
New Broadleaved Woodland	M3	Assess woodland for losses during establishment phase.	Annually in years 2-6.	Presence of dead trees.	BL-03 BL-04 BL-05
	M4	Assess condition and location of dead trees for retention or removal.	Annually in summer months.	Assessed to be a risk to the public.	BL-07
Native Scrub	M5	Assess height of native scrub.	Annually in winter months.	Height is greater than 5m.	SC-01
Heathland	M6	Undertake condition assessment. Appraisal to include: - Presence of birch and other pioneer species (recording percentage cover); and - Maturity of heather (three ages classes defined as percentage cover).	Annually in summer months.	Uneven age class distribution (which is sub-optimal for ecological sustainability) Presence of more than 20% pioneer species such as pine and birch.	HE-01 HE-02 HE-03
Hedgerows	M7	Assess hedgerow trees within/adjacent to public areas for potential health and safety issues e.g. presence of decay fungi.	Annually.	Presence of health and safety issue.	HR-03
Newly Created Pond	M8	Assess ponds for presence of duckweed and blanket weed.	Annually in June.	Presence of invasive weeds.	NP-01 NP-02

Component	Ref.	Action	Timing	Trigger for Remedial Prescriptions	Remedial prescriptions
	M9	Carry out general assessment of pond condition, including presence of fish, shading percentage, presence of submerged/floating litter, and vegetation encroachment.	Monthly.	Identification of an issue requiring remedial action.	NP-01 NP-02 NP-04 NP-05 NP-06
Existing pond	M10	Assess ponds for presence of duckweed and blanket weed.	Annually in June.	Presence of invasive weeds.	NP-01 NP-02
	M11	Carry out general assessment of pond condition, including presence of fish, shading percentage, presence of submerged/floating litter, and vegetation encroachment.	Monthly.	Identification of an issue requiring remedial action.	NP-01 NP-02 NP-04 NP-05 NP-06
Wildflower and Species Rich Grassland	M12	Undertake assessment of floral diversity.	Annually between April - September inclusive.	Limited floral diversity.	WFG-04
Log Piles	M13	Assess log piles for damage/vandalism.	Annually	Log pile is damaged, destroyed, or absent.	LP-01
Hard Surface Paths	M14	Assess the accessibility of all footpaths and access tracks. Assessment to include: - Encroachment of vegetation; - Presence of potholes or deterioration of hard surfaces; and - Hazards to public safety.	Twice annually in summer and autumn.	Overhanging vegetation impeding access. Presence of potholes. Presence of public safety hazards (e.g. fly-tipping, fallen branches, etc.).	PA-01 PA-02 PA-03 PA-04

8. DELIVERY

8.1 Pre-Commencement

- 8.1.1 As described in Section 1.3 there are a number of meaningful operations to be carried out prior to the commencement of Phase 1. This work will essentially enable the development by ensuring that the identified potential impacts upon Protected Species are mitigated successfully and appropriately.
- 8.1.2 Phase 1a of the project will see the implementation of planting and footpath creation in the south of the site to demonstrate a meaningful start. The drawings at **Appendices 4a** and **4b** provide layout details for this work along with specifications for the path construction at **Appendix 3b** and tree planting at **Appendix 3e**.
- 8.1.3 This will be followed by the development of the newt reserve and landscaped areas in Phase 1b. The remainder of the Park will be created over a further four phases, as defined on the Phasing Strategy (ref. 1336/13-10F) prepared by Barry Chinn Associates and attached as **Appendix 2**.

8.2 Implementation

- 8.2.1 Delivery of the open space and habitats, in the first instance, will be by a landscaping contractor employed by the developer. Further details are provide at 9.2 below
- 8.2.2 Local stakeholders will be kept informed of outline timings, and where possible will be utilised to deliver specific contracting operations such as local farming contacts and agricultural contractors to seed grassland or surface paths.
- 8.2.3 Regular discussions will take place with the Planning Authority to monitor work progress and phasing timings in relation to the delivery of the Country Park Management Plan. It is suggested that this would be undertaken within the context of a Country Park Steering group as detailed at 9.3.6 -9.3.7 below.

9. COUNTRY PARK MANAGEMENT COMPANY

9.1 Background

- 9.1.1 The key objective for the Country Park is as detailed in para 9.6.1 Schedule 2 of the Section 106 agreement dated 10 February 2011.

"to establish an administrative structure capable of managing and maintaining the Country Park in the long term"

- 9.1.2 This is further reinforced in Schedule 2 para 1:

"Management of the Country Park"

1.1 Prior to Commencement of the Development:

1.1.1 that the Owner or Nailstone shall set up the Country Park Management Company subject as herein provided

1.1.2 that the Owner or Nailstone shall at least one month before setting up the Country Park Management Company provide the Borough Council and the District Council with information on the intended formation of the Country Park Management Company and shall invite the Borough Council and the District Council to nominate a representative to join the Board of the Country Park Management Company.

1.1.3 that if either or both the District Council or the Borough Council advise the Owner or Nailstone pursuant to clause 1.1.2 of this Schedule in writing that they wish to nominate a representative to join the Board of the Country Park Management Company the Owner or Nailstone shall use reasonable endeavours to secure the appointment of such a representative or representatives."

- 9.1.3 The purpose of the Country Park Management Company is further defined in Section 1.1.12 of the document as:

"The 'Country Park Management Company' means a company set up for the express purpose of managing and maintaining the Country Park or the Borough Council or the District Council or an existing company which the Borough Council or District Council accept in writing is capable of maintaining and managing the Country Park and in the event of a disagreement the Borough Council's decision shall be final."

- 9.1.4 It is acknowledged by all sides that to ensure the sustainable management of the Country Park into the future and to be able to meet its defined objectives a stable structure with appropriate Governance, oversight, revenue and stakeholder support will be required.

9.2 Development Phase

- 9.2.1 Project experience and understanding (see Case Study below) highlight the fact that in order for any such structure to be secure and successful it needs to have clearly established aims and stable and clearly understood management obligations. Given the current level of uncertainty in relation to this, not least on the detailed habitat management obligations that will be required to meet the requirements of the Natural England European Protected Species licencing, it would be premature to establish the Country Park Management Company until there is greater clarity on these issues.

- 9.2.2 It is therefore proposed that during the development phase of the commercial development and the Country Park, full responsibility and ownership of the Country Park including all the

establishment and maintenance activities will remain with the developer. This responsibility would not be discharged until such time as a suitable Country Park Management Company is established in a form to be agreed with the Local Planning Authorities and key stakeholders.

9.3 Country Park Management Company

- 9.3.1 In developing the proposed structure for the Country Park Management Company it is proposed to bring together best practice for other similar sites and to work with the Local Planning Authorities and key stakeholders such as the National Forest Company and the local community to develop a structure that will meet the required objectives and be sufficiently attractive to encourage third party engagement and ownership.

Case Study: Priors Hall Park, Northamptonshire

'We have been instrumental in the establishment of a private management company for Priors Hall Park, a 5,000 dwelling urban extension to Corby in Northamptonshire comprising approximately 200ha of mixed public open space. The management company in this case was based upon a service charge model of £240 per dwelling per year. The principal challenge on this site was to ensure quality management in the early phases of the development when only modest service charges were being received, whilst setting in place a sustainable model for the future.'

We achieved this through the establishment of a full model comprising a land owning charitable trust to receive the land at the end of the 20-year construction phase and a management company model covering land management, social cohesion and commercial activities which would grow with the site once a 'sustainability' threshold of 3,000 dwellings was reached. In the interim phase we introduced an 'incubation' model in which external contractors were used under our direct guidance to deliver a level of management activity appropriate to the current level of open space completion and site occupation.

We also developed a plan-based inventory system in which all open space resources could be individually referenced and tracked and which provided the basis of an effective monitoring and reporting system.'

- 9.3.2 There are a number of areas that will need to be considered in the formulation of a private management structure, as follows:
- 9.3.3 **Revenue model:** The most vital consideration in the establishment of a management company is a sustainable mechanism to generate sufficient revenue to support the operation of the company in perpetuity. The main revenue generation models that are in use in the UK are:
- Endowment;
 - Service charge; and
 - Commercial activity.
- 9.3.4 The S106 agreement makes reference to a proposed endowment and the aim will be design and plan the Country Park to ensure that in far as possible this is sufficient to secure the Parks long term future in conjunction with principally agricultural commercial activity. Any identified shortfall could then be addressed through what will hopefully be a very modest service charge.

- 9.3.5 **Management company type and structure:** The most commonly used models are independent limited company, Community Interest Company, or third party. All have their advantages and disadvantages and it is anticipated that in this case the structure would be likely to be either of the latter two, but any final decision would be likely to depend on the local dynamics and would be a key element to be explored during the development phase.
- 9.3.6 **Steering and oversight:** To ensure that the management company continues to deliver a high quality service and best value for money, a suitable oversight mechanism is required.
- 9.3.7 This should be achieved through the formulation of a Steering Group of key stakeholders in this process. This would be likely to include the following:
- Local Planning Authority representatives;
 - Business occupiers;
 - Battram Village community;
 - Local Elected Councillors;
 - National Forest Company; and
 - Country Park user groups.
- 9.3.8 **Practical delivery:** It will be important to establish whether the site will be managed through contractors including local farmers or whether it will require an in house team. This will evolve over the initial establishment phase and is needed to ensure that there is a clear understanding of the overall management model and costs.
- 9.3.9 **Contingency measures:** It will also be critical to have in place a structure should the management company fail in the future. Key issues relate to land ownership and continuity of operations. An effective model for land ownership would be through a charitable trust. With regards to continuity of operations provision will need to be in place to enable the Steering Group and associated parties to revise any management structure to match the available resources.

9.4 Next Steps

- 9.4.1 In taking matters forward it is suggested that following the agreement of the Country Park Management Plan and the completion of the first phase of the Country Park delivery, a Steering Group is established to discuss the broad principles of the Country Park Management Company with a view to keeping this under review and developing the structure over the initial establishment phase.

10. SUMMARY

- 10.1.1 The Country Park Management Plan for the Nailstone Colliery Country Park is prepared to provide a clear deliverable framework to ensure that the Country Park is fully functional to meet its objectives, both ecological, recreationally and productively; and is supported by a deliverable management framework to secure its sustainability in the future.
- 10.1.2 The objectives of the park are set out clearly in the Section 106 agreement dated 10th February 2011 as supported by the associated schedules, which set out the parameters under which the Country Park would be delivered.
- 10.1.3 Following on from the original Section 106 agreement, the requirements for the Country Park have been modified largely through the requirements of the ecological constraints on the site and the need to ensure effective mitigation for both protected species and habitats. This largely sets the context in which the Country Park will be created, accounting also for its relationship with other Country Parks and open access sites within the National Forest.
- 10.1.4 This Country Park Management Plan as now drafted aims to outline the mechanisms for the short and long-term delivery of a County Park that will meet the core objectives within the framework of the revised context of the current application and development programme.
- 10.1.5 It is principally guided by the Environmental Mitigation Strategy and Habitat Management Plan prepared by Middlemarch Environmental in October 2013. The long term vision for the park is still focussed around the delivery of a structured, complete and economically sustainable management company that will ensure the sustainability of the Country Park and its upkeep to deliver all of the defined objectives in the long term.
- 10.1.6 The masterplanning and delivery of the Country Park are enshrined by the key principles of the ecology, recreation and economics, and the mechanisms through which these principles will be delivered have been detailed extensively within the document.
- 10.1.7 The document has defined the full range of open space typologies and provided indicative information as to how these will be created and established with full details provided for the initial phases of the development relating to the creation of the ecological mitigation habitats and the Phase 1 planting in the south of the site.
- 10.1.8 It is proposed that as the development moves forward the delivery of the Country Park will be phased in line with the commercial development. Detailed prescriptions and design drawings will be provided in relation to each phase and agreed with the Local Planning Authority and the key stakeholders.
- 10.1.9 Detailed species mixes for the habitats relating to the initial development phases will be evaluated and refined as the project moves forward, to ensure their effective delivery in line with the project objectives and the future-proofing of the Country Park.
- 10.1.10 The project objectives are set out in detail above referencing back to the Section 106 agreement. These have then been referenced to the individual management operations to ensure effective delivery against the aims and objectives of the Country Park. It is proposed that the delivery of the Country Park will be closely monitored with the outcomes reviewed against the required objectives on a regular basis reporting back to the Local Authority and the key stakeholders.
- 10.1.11 To ensure effective management of the Country Park the delivery will be fully controlled by the developer for the full period of the development phase of the project. During this phase discussions will be ongoing with the Local Authorities in relation to the establishment of the Country Park Management Company, which will take on the sustainable management of the Country Park into the future in line with the original objectives of the Section 106 agreement. As part of the development of the Country Park Management Company it is proposed that a Steering

Group will be established to guide the development of the Country Park and ensure that it is connected and grounded with the aims and aspirations of the key user groups, Local Planning Authorities and the local communities.

- 10.1.12 It is anticipated that this Country Park Management Plan will be kept under regular review, with detailed treatments being brought forward in line with the individual phasing of the development. The outcomes and observations of the ongoing monitoring will be used to inform these proposals, which will be finalised through the feedback and discussions with the established Steering Group.

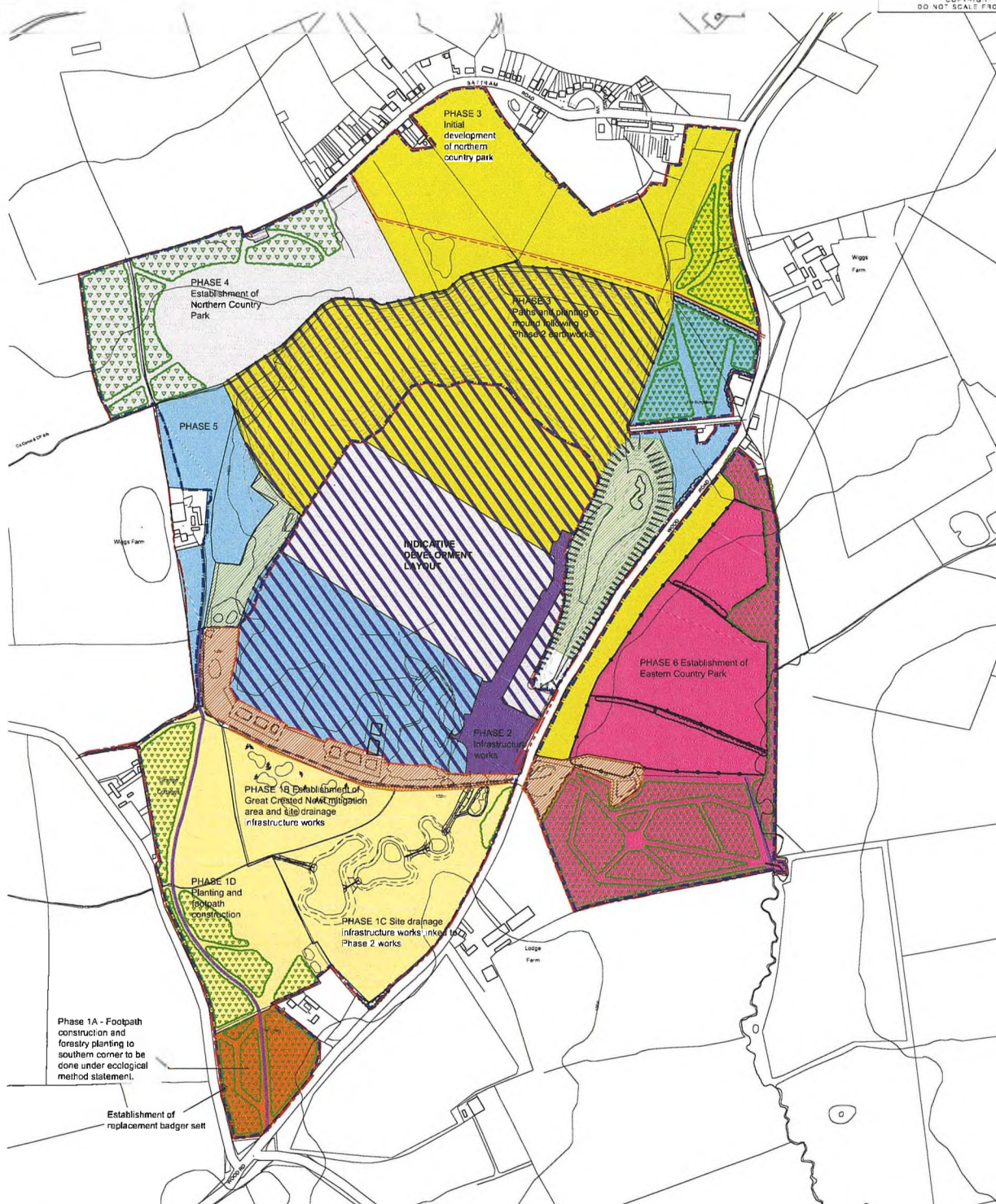
APPENDIX 1: COUNTRY PARK INDICATIVE MASTERPLAN

Ref. 1336-13-13B



APPENDIX 2: PHASING STRATEGY

Ref. 1336-13-10F Phasing Strategy



ECOLOGY ENABLING WORKS

(to be carried out prior to commencement of Phase 2 development on main site)

Newt fencing and clearance trapping. Construction of replacement badger sett (north of site) and closing of existing sett within site. Nesting bird prevention strategy including felling of trees that will be removed and netting/removal of other vegetation as required.

GREAT CRESTED NEWT RECEPTOR AREA TO BE RETAINED AND PROTECTED IN ACCORDANCE WITH ECOLOGIST'S MITIGATION STRATEGY

AREAS OF EXISTING WOODLAND AND HABITAT TO BE RETAINED UNDISTURBED AND PROTECTED

PHASE 1A
Preliminary works to southern corner of the site. To be undertaken concurrently with the Ecology Enabling Works.

PHASE 1B, 1C and 1D
Following completion of newt trapping in accordance with Natural England Licence approval:
Phase 1B - Construction of Great Crested Newt Receptor Area

Phase 1C - Drainage Attenuation Works for development plot infrastructure

Phase 1D - Footpaths, planting furniture and fencing in Southern Country Park

PHASE 2
Following completion of newt trapping. Site access road and drainage works. Linked with completion of Phase 1C for off-site drainage attenuation

PHASE 2
Plateau formation. Earthworks (capping and slope stabilisation)

PHASE 3
Construction of first building on site, woodland planting and footpath construction in northern area of country park including development of visitor facility.

PHASE 4
Construction of second building on site and continued planting and development of footpath and access in the southern and northern areas of the country park.

PHASE 5
Construction of final building(s) on site and continued planting in Country Park

PHASE 6
Development of final areas of Country Park including creation of habitat areas in eastern country park

COUNTRY PARK BOUNDARY

FORESTRY PLANTING
Areas of woodland and forestry planting to be phased to enable initial establishment prior to development of the whole Country Park

F - Amendment to location of replacement badger sett	23/05/14 JM
G - Revised Phasing to area of Southern Country Park	17/06/14 DR
D - GCN Receptor area identified	3/07/14 DR
C - Key note on retained areas updated	23/07/14 JM
B - Updated to latest indicative masterplan. Phase 1 revised.	21/07/14 JM
REV NOTE	DATE ALU/14

BCA BARRY CHINN
associates
Landscape Architects

CURTIS HALL LTD

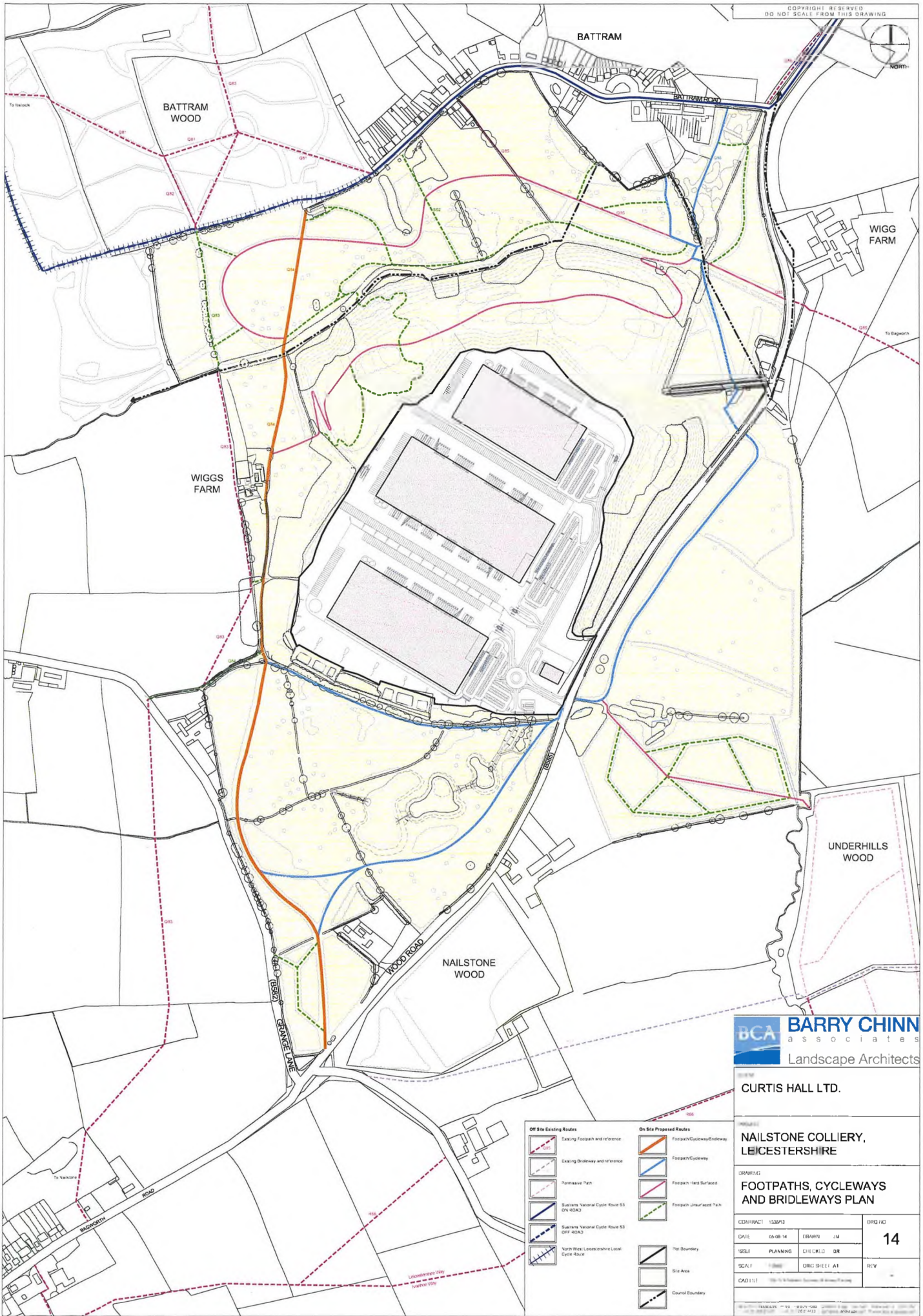
NAILSTONE COLLIERY

PHASING STRATEGY PLAN

CONTRACT	1336/13	DOC NO	10
DATE	JUNE 2014	DESIGN	JM/DR
ISSUE	PLANNING	CHANGED	DR
SCALE	1:5000	TYPE	SHEET A2
FILE	1336-13-101 Phasing Strategy.dwg	REV	F

APPENDIX 3A: FOOTPATHS, CYCLEWAYS, AND BRIDLEWAYS PLAN

Ref: 1336-13-14



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associates
Landscape Architects

CURTIS HALL LTD.

**NAILSTONE COLLIERY,
LEICESTERSHIRE**

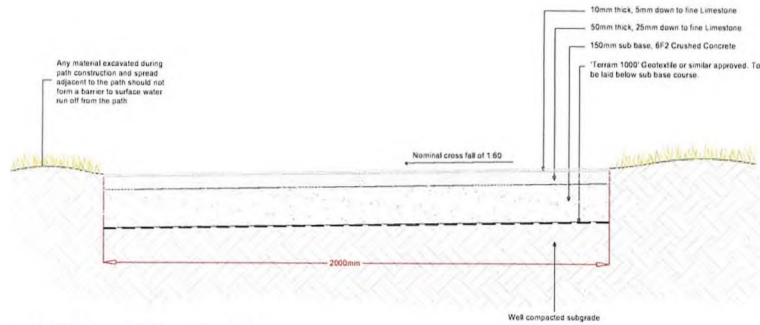
**FOOTPATHS, CYCLEWAYS
AND BRIDLEWAYS PLAN**

- | | |
|---|--------------------------------|
| Off Site Existing Routes | On Site Proposed Routes |
| Existing Footpath and reference | Footpath/Cycleway/Bridleway |
| Existing Bridleway and reference | Footpath/Cycleway |
| Permissive Path | Footpath - Hard Surface |
| National Cycle Route 53 DN 40A2 | Footpath - Unsurfaced Path |
| National Cycle Route 53 OFF 40A2 | Hpi Boundary |
| North West Leicestershire Local Cycle Route | Site Area |
| Unauthorised Footpath | Council Boundary |

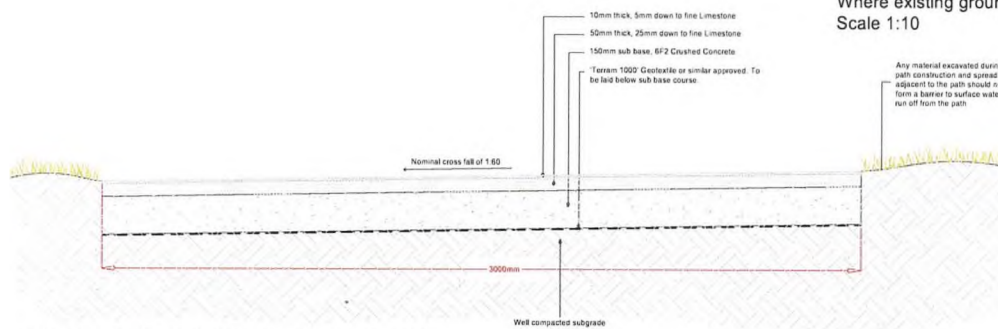
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DATE	05/08/14	14
DESIGN	PLANNING	CIVIL/CLD
SCALE	1:1000	DRG SHEET 14
CAD FILE	14	REV

APPENDIX 3B: FOOTPATH SURFACING & PARKLAND TREE SPECIFICATION

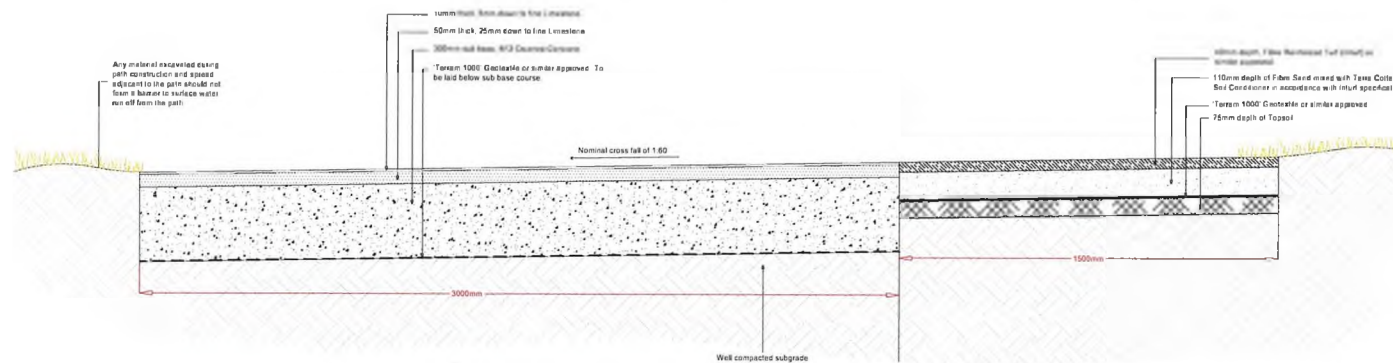
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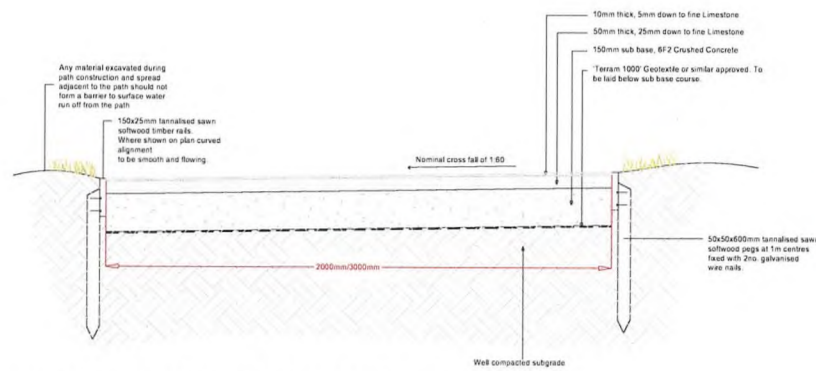
2M WIDE FOOTPATH (Type 3)
Scale 1:10



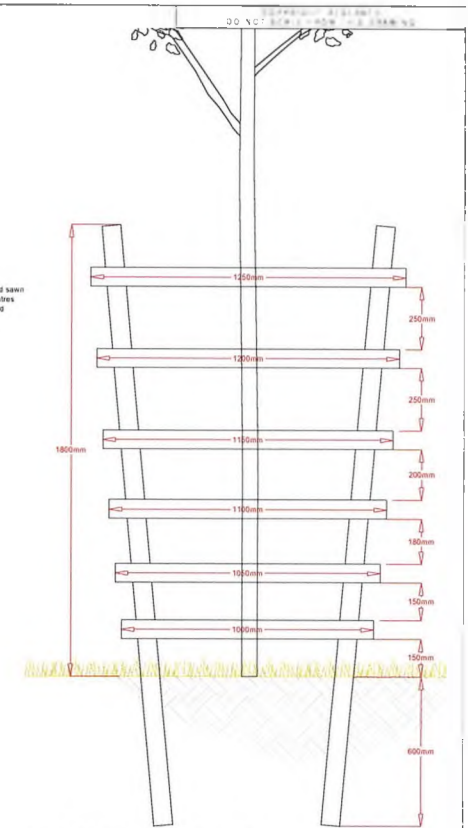
3M WIDE FOOTPATH AND CYCLEWAY (Type 2)
Scale 1:10



COMBINED 3M WIDE FOOTPATH, CYCLEWAY AND 1.5M WIDE BRIDLEWAY (Type 1)
Scale 1:10



2M/3M WIDE FOOTPATH WITH TIMBER EDGING (Type 2/3)
Where existing ground is insufficiently stable, footpath shall have timber edging as shown
Scale 1:10



PROTECTIVE TREE CRATE
To protect against livestock damage
Scale 1:10

REV NOTE	DATE		BY
	BARRY CHINN associates		
Landscape Architects			
CURTIS HALL LTD.			
NAILSTONE COLLIERY, LEICESTERSHIRE			
HARD LANDSCAPE DETAILS (1 of 3)			
CONTRACT 1336/13		2ND NO	
DATE 05/06/14	DRAWN JW	23	
STATUS PLANNING	OR		
SCALE AS SHOWN	OR 50% 1:1	1:1	1:1
DATE 05/06/14	DATE 05/06/14		

APPENDIX 3C: INDICATIVE HARD LANDSCAPE DETAILS
FENCING & PEDESTRIAN GATE CONSTRUCTION SPECIFICATION

Ref: 1336-13-24

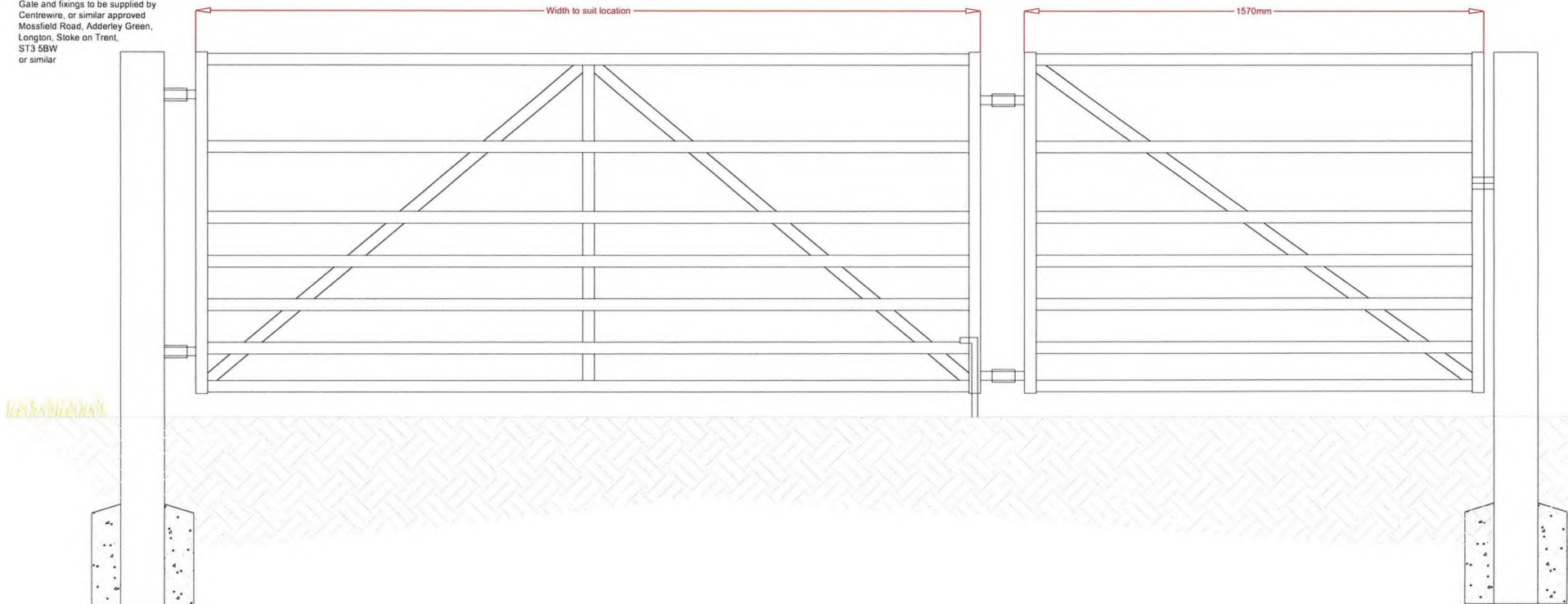
APPENDIX 3D: INDICATIVE HARD LANDSCAPE DETAILS

2 IN 1 GATE CONSTRUCTION SPECIFICATION

Ref: 1336-13-25



Gate and fixings to be supplied by Centrewire, or similar approved Mossfield Road, Adderley Green, Longton, Stoke on Trent, ST3 5BW or similar



2 IN 1 COMBINATION GATE
(Centrewire York 2 in 1 Two way or similar approved)
Scale 1:10



SMALL WOODS 'BENCH SEAT'
1800mm length, 420mm width, 450mm height
Supplied by:
Small Woods
Station Road
Coalbrookdale
Telford
TF8 7DR

CURTIS HALL LTD.

PROJECT:
NAILSTONE COLLIERY,
LEICESTERSHIRE

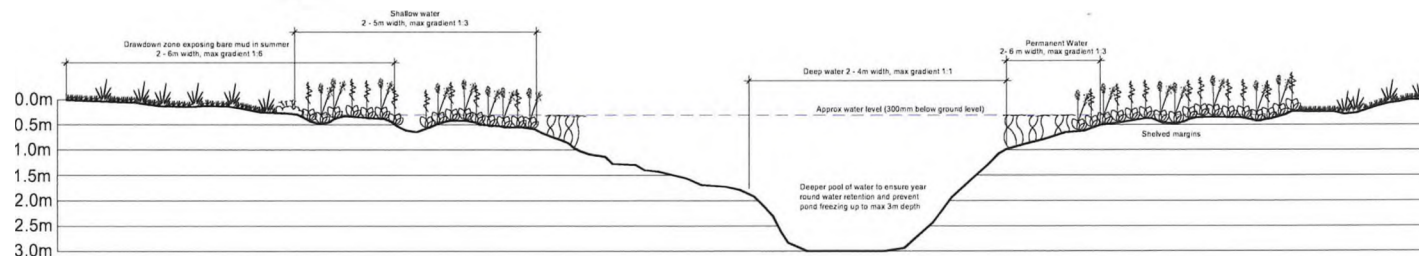
DATE:
HARD LANDSCAPE DETAILS
(3 of 3)

CONTENTS				FIG NO
DA1	03-09-14	01/09/14	JW	25
SB1	PLANNING	01/04/13	DR	
SCA	AS SHOWN	01/04/13	AS	REV
CAD 1	10/04/14	01/04/14	01/04/14	

APPENDIX 3E: INDICATIVE SOFT LANDSCAPE DETAILS

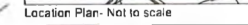
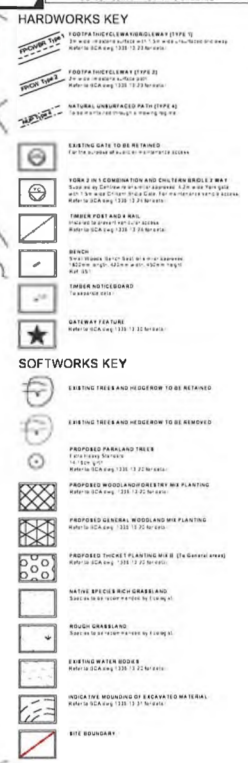
TREE PLANTING & NEWT POND SPECIFICATION

Ref: 1336-13-26



APPENDIX 4A: SOUTHERN CORNER DETAILED DESIGN

Ref: 1336-13-19



APPENDIX 4B: SOUTHERN CORNER PLANTING DETAILED DESIGN

Ref: 1336-13-20

