

DATED

2023

MR ROGER JACK GRIFFITHS and MRS MARIE BERTHE GRIFFITHS

and

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

SECTION 106 OBLIGATION

SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

**RELATING TO SECURING CREDITS FOR THE PURPOSES OF BIODIVERSITY NET GAIN AT
LAND KNOWN AS THE MOOR, COLEORTON**



**No 1 Colmore Square
Birmingham,
B4 6AA**

File Ref: 2500121.1

THIS DEED is made on the day of 2023

BETWEEN

1. MR ROGER JACK GRIFFITHS AND MRS MARIE BERTHE GRIFFITHS of 12 Dales Close Rempstone Loughborough LE12 6RD (“**the Landowner**”); and
2. NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of Council Offices, Whitwick Road, Coalville, Leicestershire, LE67 3FJ (“**the Council**”)

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Application Land is situated.
- (B) The Land is presently owned by the Landowner as defined in this Deed and registered under title number LT525273.
- (C) The Landowner is entering into this Deed for the purposes of securing measures which will secure biodiversity net gain in relation to the Land.
- (D) The Landowner and the Council have agreed the contents of the FPCR Technical Note and in particular the conclusion that the proposed enhancements will result in a net gain of 7.77 units which can then be Transferred as Biodiversity Credits by the Landowner. The parties acknowledge that the number of net gain units produced by the Site may increase or decrease in the future and in the event that this occurs then the Landowner will register any change in the number of units with the Council using the Register of Variation.
- (E) The measures set out in the FPCR Note will generate Biodiversity Credits which can then be used for the purposes of offsetting the impact of development within the vicinity of the Land.
- (F) The Council agrees that any Biodiversity Credits created as a result of securing the use of the Land under this Deed will be available for the Landowner to sell to others who are seeking to mitigate the impacts of other development within the vicinity of the Land.

1. Interpretation

- 1.1 In this Deed the following definitions shall have the following meanings:

“the Act”	means the Town and Country Planning Act 1990 (as amended)
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“Annual Inspection and Monitoring Report”	means a report to be completed by a qualified Ecologist (as recommended by the Council) under the instruction of the Landowner which will provide an accurate and up to date statement in respect of the management of the Land including any proposed revisions to the Management Plan.
“Biodiversity Credit”	means the product of the size of an area of the Land and the distinctiveness and condition of the habitat it comprises, to provide a measure of ecological value based on the DEFRA Metric 3. Such credits are created and secured in accordance with the Management Plan
“Disposition”	means the transfer or assent of the whole or any part of the Land or the grant of a lease over the whole or any part of the Land by the Landowner
“FPCR Technical Note”	means the note produced by FPCR on behalf of the Landowner dated 17/08/2022
“the Land”	means the area of land as shown edged red on the Plan against which the terms of this Agreement can be enforced
“Management Plan”	means the management and maintenance plan for the Land approved by the parties to this Agreement and any subsequent amendments and revisions to the Management Plan which may be agreed in writing by the Parties
“Management Plan Period”	means a period of no less than 30 years starting on the date on which the final Biodiversity Credit is first Transferred unless otherwise agreed between all parties
“Plan”	is the plan attached to this Agreement
“Register of Credit Sale”	means the document attached at Appendix 1 to this Agreement
“Register of Credit Variation”	means the document attached at Appendix 2 to this Agreement

“Sale or Sold”	means the exchange of any Biodiversity Unit or part thereof to a third party for a monetary value
“Successor”	means any person (including a natural person and a corporate body) to whom a Disposition made
“Third Party”	means any other person or organisation that is not the Landowner or the Council
“Transfer or Transferred”	means the exchange of any Biodiversity Unit or part thereof to a Third Party for any arrangement other than a monetary value and “Transferee” shall be construed as any party taking the benefit of a Transfer
“Working Day”	means a day that is not a Saturday, Sunday or a public Bank Holiday in England

2. Construction of this Deed

- 2.1 This Deed is made under the provisions of Sections 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.

- 2.7 If any provision of this Deed is found to be in whole or part invalid illegal or unenforceable then it will be deemed to be deleted and it will not affect the validity legality or enforceability of the remaining provisions of this Deed.

3. FPCR Technical Note and Biodiversity Credits

- 3.1 The Parties hereby agree the contents of the FPCR Technical Note and for the avoidance of doubt this includes the conclusion that the enhancement of the Land will, when implemented (and subject to the Management Plan being agreed in accordance with the terms of this Deed), result in a net gain of 7.7 units which can then be Transferred as Biodiversity Credits by the Landowner in accordance with the terms of this Deed.
- 3.2 The Parties hereby agree that the management of the Land may, in the future, result in an increase or decrease in the number of units resulting in a change in the number of Biodiversity Credits which the Landowner may then Transfer. In the event that this occurs then the Landowner may:
- 3.2.1 Notify the Council of the increase or decrease in the number of units by sending the Register of Variation to the Council as attached at Appendix 2; and
- 3.2.2 In the event of any units in excess of 7.7 units generating additional Biodiversity Credits in respect of the Land and subject to this being agreed by the Council then the Parties agree that the provisions of this Agreement shall apply in respect of these Biodiversity Credits.

4. Covenants by the Landowner

The Landowner covenants as follows with the Council in respect of the Land and for the duration of the Management Plan Period:

- 4.1 To submit the Management Plan to the Council for approval no later than 6 months from the date of this Deed.
- 4.2 To manage and maintain the Land in accordance with the Management Plan and the terms of the Agreement.
- 4.3 To implement the Management Plan either:
- 4.3.1 no later than 12 months following the date of discharge (or deemed discharge) of the final pre-commencement condition relevant to the planning permission that the Biodiversity Credits have been Transferred in relation to;
- or

- 4.3.2 in accordance with such other earlier timeframes as may be agreed between the Landowner and the Council
- 4.4 To inform the Council in the event of the Transfer of any of the Biodiversity Credits secured in relation to the Land. The Landowner confirms that each Transfer:
- 3.5.1 shall be confirmed in writing by the Landowner to the Council; and
- 3.5.2 shall be accompanied by a Register of Credit Sale in the same form as that at Appendix 1 setting out:
- (a) the total number of Biodiversity Credits which have been Transferred;
 - (b) the Planning Permission in respect of which the Biodiversity Credits have been Transferred, including the Council's full reference; and
 - (c) the number of remaining Biodiversity Credit(s) available post that Transfer;
- And a copy of such statement shall be issued to the Landowner and the Council and any Transferee.
- 4.5 In respect of the title to the Land:
- 4.5.1 Not to create any further encumbrances in respect of the Title to the Land from the date of this Deed; and
- 4.5.2 Not to make any Disposition of the Land that may affect the operation of the Management Plan without prior written consent of the Council (such consent not to be unreasonably withheld or delayed).
- 4.6 In the event that the Landowner makes any disposition of the Land in accordance with the terms of this Deed to give written notice to the Council and to all of those who have the benefit of the Transfer of a Biodiversity Credit. Such notice is to give full details of the transferee's full name and usual address or registered office addresses, if a company, together with the area of the Land purchased or leased by reference to a plan.
- 4.7 To allow all parties access to the Land for inspection subject to reasonable notice of five Working Days save that this shall not apply in the case of any emergency
- 4.8 To provide an Annual Inspection and Monitoring Report to the Council for the entirety of the Management Plan Period.

4. Covenants by the Council

The Council covenants as follows:

- 4.1. The Council agrees that the Landowner has the ability to Transfer any Biodiversity Credits generated by the Land and secured under this Deed; and
- 4.2. The Council agrees that the Biodiversity Credit(s) may be applied to enable other developments within the Council's area to be able to benefit from the Credit as mitigation in respect of Development.

5. Miscellaneous

- 5.1 This Deed shall forthwith be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.
- 5.2 This Deed shall be enforceable against the Landowner to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Landowner as provided in Section 106 of the Act but PROVIDED THAT the Landowner has first provided to the Council all relevant information (in accordance with Section 106(4) of the Act) the Landowner shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Landowner (or as the case may be such other person) no longer has an interest in the Land.
- 5.3 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority
- 5.4 No waiver (whether express or implied) by the Council of any breach or default by the Landowner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Landowner
- 5.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

6. Arbitration

- 6.1 In the event of any dispute or difference arising out of this Deed between the parties (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to a sole arbitrator to be agreed between the parties and being a member of the RTPI or in the absence of agreement on the application of

any party by the President of the RTPI and in these respects these presents shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996.

7. Contracts (Rights of Third Parties) Act 1999

7.1 It is hereby agreed and declared that unless specifically agreed the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

8. Legal Costs

8.1 The Landowner shall upon completion of this Deed pay the Council's reasonable legal costs and administrative costs in connection with the preparation, completion and monitoring of this Deed

9. Jurisdiction

9.1 This Deed is governed by and interpreted in accordance with the Law of England.

IN WITNESS WHEREOF this Deed is executed as a deed in the manner hereinafter appearing the day and year first before written

THE COMMON SEAL of)
NORTH WEST LEICESTERSHIRE)
DISTRICT COUNCIL)

was affixed to this **DEED** in the presence of

Authorised Signatory

EXECUTED as a **DEED** by)
MR ROGER JACK GRIFFITHS)
)

In the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:
.....

.....

EXECUTED as a **DEED** by)

MRS MARIE BERTHE GRIFFITHS)

)

In the presence of:

Signature of witness:

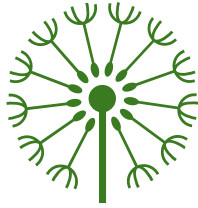
Name (in BLOCK CAPITALS):

Address:

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APPENDIX ONE
REGISTER OF CREDIT SALE



the habitat bank

a sustainable future for the development industry

Register of Credit Sale

March 2023

Issue 1

the habitat bank limited part of the offset group of companies

company numbers: 14253254 and 14253000

Registered Office: Unit 5, Pebble Close, Tamworth, England, B77 4RD



The Habitat Bank Limited

207 Leicester Road, Ibstock, Leicestershire, LE67 6HP

www.thehabitat-bank.co.uk

info@thehabitat-bank.co.uk



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1 HABITAT BANK SITE DETAILS

- 1.1 This Register of Credit Sale (RCS) sets out details for the sale of biodiversity net gain (BNG) offset credits in relation to the following bank site:

Bank site name:

Bank site address:

Landowner contact:

Number of credits available at time of sale:

2 DEVELOPMENT OFFSET CREDIT DETAILS

- 2.1 This RCS sets out details of for the sale of BNG offset credits to the following development site:

Development site name:

Development site address:

Local Authority:

Planning application reference number:

Development contact:

Number of credits required:

3 DETAILS OF CREDIT PURCHASER

- 3.1 This RCS sets out details of the sale of BNG offset credits to be purchased by:

Name of purchaser:

Address of purchaser:

Purchaser contact:



4 REGISTER OF SALE

4.1 Official register for the sale of **[insert number of credits]** BNG offset credits in accordance with the details set out in this RCS.

Landowner agreement:

Signed:

Print Name:

Date:

Purchaser agreement:

Signed:

Print Name:

Date:

Habitat Bank agreement:

Signed:

Print Name:

Date:



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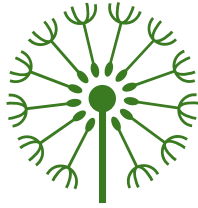
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the habitat bank limited part of the offset group of companies

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APPENDIX TWO
REGISTER OF CREDIT VARIATION



the habitat bank

a sustainable future for the development industry

Register of Credit Variation

March 2023

Issue 1

the habitat bank limited part of the offset group of companies

company numbers: 14253254 and 14253000

Registered Office: Unit 5, Pebble Close, Tamworth, England, B77 4RD



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1 HABITAT BANK SITE DETAILS

1.1 This Register of Credit Variation (RCV) sets out details for the variation of biodiversity net gain (BNG) offset credits in relation to the following bank site:

Bank site name:

Bank site address:

Landowner contact:

Number of credits previously available:

Amended number of credits available:

2 REGISTER OF VARIATION

2.1 Official register for the variation of credits at (insert bank site details) amending the number of available credits in accordance with the details set out in this RCV.

Landowner agreement:

Signed:

Print Name:

Date:

Local Authority agreement:

Signed:

Print Name:

Date:



Habitat Bank agreement:

Signed:

Print Name:

Date:



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August 2022

Technical Note – The Moor, Coleorton - Net Gain Assessment

11029 – Offsite Biodiversity Habitat Bank

1.0 Appointment & Background

Appointment

- 1.1 FPCR Environment and Design Ltd. ("FPCR") have been instructed by The Habitat Bank to undertake a Biodiversity Net Gain (BNG) Assessment on The Moor, Coleorton here after referred to as 'the site' (central OS grid reference: SK 40261 16408). The assessment will inform the sites suitability to be a biodiversity habitat bank and how many units will be available from this site.

Methodology

- 1.2 The walkover survey was undertaken on the on the 14th July 2022 following UK Habitat Classification (UKHab) survey technique and condition assessments. This data was used to inform the baseline assessment for the Biodiversity Metric 3.1 calculations.
- 1.3 The suggested proposed habitats used in the metric are a realistic and appropriate enhancement for the current baseline habitats to generate the optimum units in line with the surrounding area. The baseline and the proposed habitat areas were then inputted into the 3.1 Metric Calculation tool to calculate the units generated from the enhancement of this site.
- 1.4 For the purpose of demonstrating the means of achieving enhancement, this document also includes management objectives and prescriptions for the area of land shown on Figure 1.

The DEFRA Metric 3.1

- 1.5 The calculations for the potential net gains available have been undertaken using the Biodiversity Metric 3.1 Auditing and accounting for biodiversity Calculation tool.
- 1.6 The Biodiversity Metric 3.1 calculation tool is based on the multiplication of three main factors to determine the existing (baseline) biodiversity units of a site; size (area or length), habitat biodiversity richness (distinctiveness) and the condition of the habitat. Marginal additional value is given to habitats which contribute to and are located in a ecologically connected location. Proposed habitats are either enhanced from the existing habitat by improving the quality (distinctiveness/condition) or created by

destroying the existing habitat and creating a new habitat. Creation and enhancement are calculated using two similar but more complex equations which take into account the risks and time for delivery.

- 1.7 Habitat distinctiveness is predominately based on UK Habitat Classification System (UKHab) which was created to better account for Annex 1 habitats of the Habitats Directive. It has been selected for use in the Biodiversity Metric 3.1 due to its extensive accounting of Urban related habitats. Distinctiveness is scored from 0-8 with high biodiversity rich sites scoring higher on the scale.
- 1.8 Habitat condition gives a value associated with the structure and quality of the habitat. Condition is scored from 0-3 with habitats in better condition scoring higher values. Condition is assessed for most habitats using the published Biodiversity Metric 3.1 Habitat Condition Assessment Sheets. Habitats are grouped together where structure requirements are similar for a well-managed habitat with the same condition assessment sheet criteria. There are a set number of criteria, and the condition is determined based on the number of passed criteria.
- 1.9 Trading rules in the Biodiversity Metric 3.1 are outlined in the Biodiversity Metric 3.1 – User Guide and are specific to the distinctiveness of the habitat. For example, medium distinctiveness habitats must be compensated for with a higher distinctiveness habitat or within the same broad habitat type of the same distinctiveness.

2.0 Desktop Study

- 2.1 Relevant ecological information was requested from Leicestershire & Rutland Records Office and MAGIC maps¹.

Statutory Designated Sites and Priority Habitat Inventory

- 2.2 There are no statutory designated sites within 1km of the site and there are no priority habitats adjacent or connected to site.

Public Rights of Way (PROW)

- 2.3 A public footpath runs past the north-east corner of site (off-site). As the proposed habitat is grassland this does not pose any health and safety concern to the PROW adjacent to site.

¹ <https://magic.defra.gov.uk/>

3.0 Baseline Information & Assessment

- 3.1 The baseline habitat was recorded as 1.66 hectares of modified grassland in moderate condition. The Site is within an existing developed and arable environment, with limited connectivity to areas of offsite habitat. It is considered that the Site is of low strategic significance and is classified within the metric as “Area/compensation not in local strategy/ no local strategy”. The condition assessment is shown below:

Table 1: Condition assessment for baseline habitat

Condition Assessment Criteria		Achieved
1	There must be 6-8 species per m2. If a grassland has 9 or more species per m2 it should be classified as a medium distinctiveness grassland habitat type. NB - this criterion is essential for achieving moderate condition.	Yes (less than 9) – 10 quadrats undertaken average 6.6 species.
2	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	No (managed as hay-age)
3	Some scattered scrub (including bramble) may be present, but scrub accounts for less than 20% of total grassland area. Note - patches of shrubs with continuous (more than 90%) cover should be classified as the relevant scrub habitat type.	Yes (no scrub present)
4	Physical damage is evident in less than 5% of total grassland area. Examples of physical damage include excessive poaching, damage from machinery use or storage, erosion caused by high levels of access, or any other damaging management activities.	No
5	Cover of bare ground is between 1% and 10%, including localised areas (for example, a concentration of rabbit warrens).	No (0% bare ground)
6	Cover of bracken less than 20%.	Yes (no bracken present)
7	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981).	Yes
	Passed 4 inc. essential number 1.	Moderate Condition

4.0 Proposed Habitats and Biodiversity Net Gain Assessment

- 4.1 The enhancement of the grassland to a more species rich ‘other neutral grassland’ is proposed and it is considered that with the right management this habitat can achieve ‘good’ condition.
- 4.2 The site has a baseline value of 6.63 units. The proposed creation of good condition other neutral grassland will generate 14.39 habitat units.
- 4.3 Therefore, the enhancement of this site will result in a net gain of **7.77 habitat units**.

5.0 Habitat Establishment and Management Principles

- 5.1 The following section provides the principles for establishment of the other neutral grassland habitat proposed, the long-term management and the measurable objectives of the management. Figure 1 shows the receptor site location.

Other Neutral Grassland**Table 2: UKHab Definition and justification**

Targeted UKHab community
Neutral Grassland that does not meet the definition of either g3a or g3b. Perennial Rye-Grass <i>Lolium perenne</i> is likely to be present at <30% with between 9 and 15 further species (m2) also present. Many of the more species rich swards that were previously described as “semi-improved neutral grassland” will fall here, together with rank and unmanaged swards on neutral swards.
Justification for suitability
The grassland is already managed a hay-age with a relatively low species diversity. With the correct intervention (as described below) this parcel of land is in a good position to become a much more species diverse grassland.

Table 3: Establishment and management prescriptions

Condition Assessment Criteria²		Targeted	Establishment Approach	Management Prescriptions
1	The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. NB - This criterion is essential for achieving moderate condition for non-acid grassland types only.	Yes	Prior to establishment, nutrient stripping may need to be carried out to increase the chance of success of the proposal. If this is necessary, a multi-cut silage will be carried out on existing grassland. There should be no nutrient inputs during this process. A species mix such as Emorsgate EM3 – special general purpose meadow mixture (to be confirmed when soil analysis is returned) will be used to create a diverse sward. Existing grassland will be harrowed to create germination niches and the seed broadcast.	Post nutrient stripping if necessary: Year 1 – top the grassland 3 times to encourage perennial herbs to set out strong roots and reduce competition of vigorous grasses. Year 2 onwards - Management of the grassland will comprise of a late cut in late August/early September, with a period of days left for seed to be shed prior to tedding and bailing. Subsequent regrowth will be mown or after math grazed in the spring to ensure vigorous grasses do not dominate the sward.

2	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes	Delivered by management	Following the establishment of the grassland the meadow style management will ensure variety in sward height. The later cut will benefit moth species by providing a food source for longer, and subsequently provide increases foraging opportunities for bats in their active season of April to October.
3	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes	Delivered by management	Pressure from grazing animals such as rabbits.
4	Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%.	Yes	Delivered by management	Monitoring and management will ensure bracken does not become present above the target percentage.
5	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal condition ¹ and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Yes	Delivered by management	The site will be monitored for the establishment of non-native invasive species and these will be removed where they have established. Pernicious weed will be spot treated as required to prevent their widespread establishment.

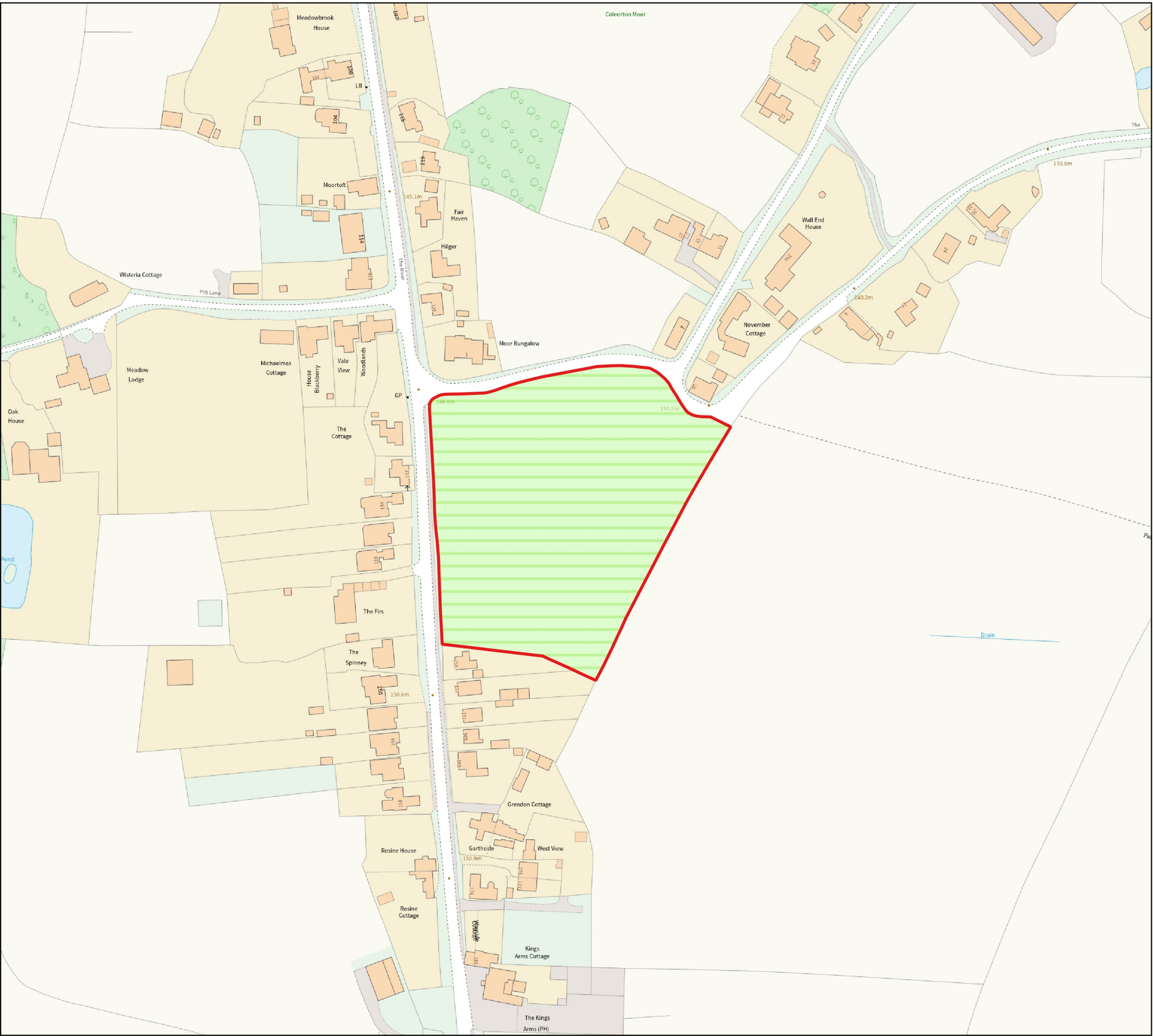
Other Neutral Grassland Monitoring

Monitoring is an integral element of any management plan which helps landowners understand the overall objective, expected timescales to achieve the criteria and an adaptive management feedback mechanism to ensure shortfalls can be rectified. Table 4 summarises the monitoring in terms of what needs to be monitored each year, whether a criteria is targeted, when the criteria is expected to be achieved and what parcels are to be monitored.

Table 4: Monitoring criteria

Condition Assessment Criteria		Targeted and year expected to pass	year 2		year 5		year 10	
			Target met?	Action required	Target met?	Action required	Target met?	Action required
UKHAB	Neutral Grassland that does not meet the definition of either g3a or g3b. Perennial Rye-Grass <i>Lolium perenne</i> is likely to be present at <30% with between 9 and 15 further species (m2) also present. Many of the more species rich swards that were previously described as "semi-improved neutral grassland" will fall here, together with rank and unmanaged swards on neutral swards.	Yes Year 15						
	The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward.	Yes Year 15						
	Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	Yes Year 2						

	Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Yes Year 5						
	Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%.	Yes Year 2						
	There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of undesirable species and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Yes Year 2						



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Key

 Red Line Boundary

Habitats Proposd

 Other neutral grassland